

welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted in City Hall the Tuesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's website at cityofwinterpark.org.

meeting procedures

Persons desiring to address the Commission MUST fill out and provide the the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address, and direct all remarks to the Commission as a body and not to individual members of the Commission, staff or audience.

Citizen comments at 5 p.m. and each section of the agenda where public commend is allowed are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left. Large groups are asked to name a spokesperson. The period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

agenda

*times are projected and subject to change

- 1. Meeting Called to Order
- 2. Invocation

Reverend Alison Harrity, St. Richard's Episcopal Church

Pledge of Allegiance

- 3. Approval of Agenda
- 4. Mayor's Report
- 5. City Manager's Report

a. City Manager's Report

6. City Attorney's Report

7. Non-Action Items

a. West Lyman & New York Intersection 15 Minutes

8. Citizen Comments | 5 p.m. or soon thereafter

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker)

9. Consent Agenda

a. Approve the minutes of February 11, 2019. 1 minute

b. Approve the following contract items:

- Pike Engineering: Amendment to RFQ-15-2016

 Continuing Contract for Professional Distribution Engineering & Substation Consultant Services; As-needed basis
- CORE Engineering & Construction, Johnson-Laux Construction, LunDev, Ovation Construction, Tyrell Enterprises, Vanson Enterprises: Amendment to RFQ-11-2018 – Repair & Construction Services; Not to exceed \$200,000 per contractor

c. Approve the following piggyback agreements: 1 minute

- Pace Concrete: City of Eustis contract #007-15

 Concrete Sidewalk, Curb & Gutter; Not to exceed \$400,000
- Flowers Chemical Laboratories: Extension of City of Ocoee contract #RFP14-002 – Laboratory Services for City Water & Wastewater Facilities; Not to exceed \$100,000

d. Approve the following formal solicitation:

- 1 minute
- 1. Symbiont Service Corp.: IFB-3-2019 Geothermal Pool Heater for Cady Way Pool; \$135,047

10. Action Items Requiring Discussion

11. Public Hearings

a.	Ordinance - Cell tower lease agreement	2 minutes
	amendment at Cady Way (2)	

b. Request of Rollins College for:

• Final Conditional Use approval for the proposed parking garage to be built on the

5 minutes

1 minute

15 minutes

Rollins College Campus at the corner of Fairbanks Avenue and Ollie Avenue, zoned PQP.

30 minutes

c. Request of Rollins College for:

 Conditional Use approval for Phase II of the Alfond Inn (pursuant to the Developer's Agreement, as amended by the City of Winter Park and Rollins College, dated December 16, 2011) to build 73 additional hotel rooms, 12,000 square feet of new spa/health club space, and 2,140 square feet of additional meeting space/gallery, added to the existing Alfond Inn at 300 East New England Avenue.

d. Request of LG Winter Park Fairbanks LLC for: 40 minutes PLEASE NOTE: THIS ITEM HAS BEEN TABLED BY REQUEST OF THE APPLICANT UNTIL MARCH 11, 2019.

 Conditional Use approval for a new 2,000 square foot, 60 seat, Wendy's fast food restaurant with a drive-thru component, and an 8,240 square feet retail/office building at 1308/1324/1350 West Fairbanks Avenue, zoned C-3 and O-1.

e. Ordinance - Orange County Fertilizer (1) 5 minutes

12. City Commission Reports

Appeals and Assistance

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105)

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-599-3277) at least 48 hours in advance of the meeting."

Scity commission agenda item

item type Invocation	meeting date 2/25/2019	
prepared by City Clerk	approved by	
board approval final vote		
strategic objective		

<u>subject</u>

Reverend Alison Harrity, St. Richard's Episcopal Church

motion / recommendation

background

alternatives / other considerations

fiscal impact

Scity commission agenda item

item type City Manager's Report	meeting date 2/25/2019	
prepared by City Clerk	approved by	
board approval final vote		
strategic objective		

<u>subject</u>

City Manager's Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS: Description City Manager's Report

Upload Date 2/19/2019

Type Cover Memo



item type

meeting date

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

issue	update		
Quiet zones	Material procurement is completed. Railroad street crossing safety improvements construction started February 11 and is expected to be complete by August 2019.		
Seminole County Ditch Drainage Improvement	The hydraulic model is currently being updated and is scheduled to be completed by end of February 2019. Staff is scheduling to meet with Seminole County Public Works in early March 2019.		
Electric undergrounding	Miles of Undergrounding performedOrwin Manor: 15% complete.Project G: 4.03 miles 67% complete. West of Railroad 97%The removal of the large Concrete poles on Lakemont Ave. has startedand scheduled to be complete within three weeks.TOTAL so far for FY 2019:1.5 miles		
Fairbanks transmission	Large pit at corner of Harper and Fairbanks is scheduled to be filled in February. Construction on Fairbanks, west of Orlando Ave., is underway.		
Denning Drive	Phase 4 (Canton to Webster) started in February. Pole removal will take place when Spectrum is removed.		
Library Design	The project is within budget. Plans are at 40%. Fundraising for the add alternates is ongoing with a target of the end of March to report results.		
Bollard Pilot Program	Bollard sleeves successfully installed on New England Avenue between New York and W. Park Avenue. Bollards will be utilized beginning within the next two weeks to assist in road closure for the Farmer's Market.		
The City staff Orange Avenue team has selected consultants to assist the plan, though the majority of the Planning work will be performed house by staff. Staff is in the process of scheduling a community p input meeting at the end of March/early April and an Orange Av property/business owner meeting during that time as well. The publ			

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.

Scity commission agenda item

item type Non-Action Items	meeting date 2/25/2019	
prepared by Budget and Performance Measurement	approved by City Manager	
board approval N/A final vote		
strategic objective Investment in Public Assets and Infrastructiure		

<u>subject</u>

West Lyman & New York Intersection

motion / recommendation

Staff is looking for Commission consideration to bring this project back at the first meeting in March with project concept sketches and further informational updates.

background

In reviewing, the Quiet Zone gates and their installation it was determined that approximately half the cost of the whole improvement or about \$300k is related solely to the New York/Lyman intersection. This intersection has long been a difficult one as its size and spanning of the railroad tracks, often results in driver confusion at the 4-way stop. In reviewing this intersection staff is considering the opportunity of closing off Lyman on the east side of the tracks. In addition to saving funding on the gates installation (approximate savings of \$75k), this potential project would also provide a number of other beneficial enhancements:

- Creates nine additional parking spaces by redesigning the lot behind city hall.
- Offers an event space alternative directly in front of the Welcome Center but close enough to downtown to be an alternative to closing Park Avenue.
- Provides convenient adjacency to the Farmers' Market allowing for potential expansion and creating a natural linkage of activity to Park Avenue.
- Removing the stop signs on New York at the intersection would improve traffic flow along New York Avenue and also potentially improve Fire response times as currently engine traffic is routed down Interlachen, which is a difficult street to use because of the schools/churches presence but has fewer stop signs than New York, currently.
- Allows for enhanced beautification and landscaped space in the downtown. At this high visibility area near the Farmers' Market and our Welcome Center, there are numerous possibilities to add enhancements to the landscape/hardscape.
- While this would remove traffic flow on Lyman across the tracks, there exist multiple alternative parallel connector roads and very few businesses that have access directly to Lyman: parking lots of City Hall, Welcome Center, and the real estate and plaza lot. All of these lots can be accessed by Park or Comstock as the City Hall lot would still allow access through to Lyman (see attached concept sketch).

The contractor doing the Quiet Zones is planning to do this intersection last, which would put their start date in late March, however there may be some options for delaying that further if more time is necessary to evaluate this project. Staff is also updating traffic counts on Lyman in addition to reaching out to the business community in cooperation with the Winter Park Chamber of Commerce, who supports this concept. In addition, staff will take this concept to the CRA Advisory Board and Transportation Advisory Board for further review and comment. It is staff's intention to have more complete answers to some of these questions by the first Commission meeting in March to bring this back as an action item for approval, while still taking advantage of the timing on the Quiet Zone project.

alternatives / other considerations

Allow the Quiet Zone project to proceed and continue to review these options going forward. The city would lose the potential savings of acting now and would have to potentially spend more in the future to make improvements if the street was to be closed later.

fiscal impact

The savings from not doing the 4th gate could be diverted to this project (approx. \$75k) or alternatively the funding for improvements would fall under the scope of the CRA. This road closure and landscaping project would not be considered a large project and may fall in the realm of about \$100k. The CRA currently has \$1.2 million in surplus unallocated funding this fiscal year. A landscape plan for the site is currently being developed to showcase the potential look and to begin to examine cost considerations.

ATTACHMENTS: Description Concept Sketch

Upload Date 2/19/2019

Type Cover Memo





item type Consent Agenda	meeting date 2/25/2019	
prepared by City Clerk	approved by	
board approval final vote		
strategic objective		

subject

Approve the minutes of February 11, 2019.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS: Description Minutes

Upload Date 2/18/2019

Type Cover Memo

REGULAR MEETING OF THE CITY COMMISSION FEBRUARY 11, 2019

Mayor Steve Leary called the meeting of the Winter Park City Commission to order at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Pastor Phil Young, Aloma Baptist Church, followed by the Pledge of Allegiance.

<u>Members present</u>: Mayor Steve Leary Commissioner Greg Seidel Commissioner Sarah Sprinkel Commissioner Carolyn Cooper Commissioner Pete Weldon <u>Also Present</u>: City Manager Randy Knight City Attorney Kurt Ardaman Debbie Wilkerson (for City Clerk Bonham)

Approval of agenda

Motion made by Commissioner Sprinkel to approve the agenda; seconded by Commissioner Seidel and carried unanimously with a 5-0 vote.

<u>Mayor's Report</u>

Mayor Leary spoke about the challenge with vehicles making U-turns in the middle of Park Avenue and asked if they have considered adding signs discouraging this because of potential pedestrian hazards. There was a consensus that staff discuss this with our Police Department to investigate this and bring back to the Commission what they determine to be the correct course of action.

City Manager's Report

City Manager Knight provided an update on The Canopy project. He stated we have a very good project that is within budget. He addressed the possible add alternates, the enhanced architectural features that could be included, and enhanced parking. He stated the next step is to continue the fundraising effort, there are grant requests submitted that he will know the answers to some of those in March. He hoped to bring back a plan to fund as much of this as possible. Mr. Knight responded to questions.

Mr. Knight provided an update on the buoys that should be installed in early April.

Mr. Knight announced the quiet zone project began today and should be completed by the end of August.

Mayor Leary addressed the North Lakemont drainage issue that is still moving forward and hoped to see more activity in the upcoming months.

City Attorney's Report

Attorney Ardaman provided an update regarding the review of other deeds with FRDAP grants. Mr. Knight has been working with Attorney Langley on this and they are doing a title search on the other properties.

Non-Action Items

No items.

Consent Agenda

- a. Approve the January 28, 2019 Commission minutes.
- b. Approve the following piggyback agreement:
 - 1. T.V. Diversified, LLC Extension of City of West Palm Beach contract #14949 for the provision of lift station repairs and rehabilitation; Not to exceed \$200,000.
- c. Approve the following contracts:
 - 1. HDD of Florida, LLC Amendment to IFB-8-2014 Electric Utility Services to extend the contract for an additional 90 days; Not to exceed \$950,000.
 - 2. Heart Utilities of Jacksonville, Inc. Amendment to IFB-8-2014 Electric Utility Services to extend the contract for an additional 90 days; Not to exceed \$1,300,000.
- d. Approve the following formal solicitation award:

1. 1st Class Roofing, Inc. - IFB-5-2019 – Roofing Services for City Properties; Not to exceed \$90,000

Motion made by Commissioner Seidel to approve the Consent Agenda; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote. There were no public comments made.

Action Items Requiring Discussion

a. <u>March 12, 2019 General election (and if necessary, April 9 runoff) Canvassing</u> <u>Board</u>

Upon discussion, Commissioners Sprinkel, Seidel and Cooper will serve on the Canvassing Board with City Clerk Bonham as alternate if one member cannot attend all required meetings.

b. Purchase of 2917 Temple Trail

City Manager Knight explained the property is a home up for sale and is located between the City's land assets as part of the Howell Branch Preserve project and has an opportunity for greenspace connectivity. He stated the owners have accepted the city's offer, contingent on Commission approval and will be funded with Park Acquisition Funds for \$318,000. Mr. Knight spoke about issues that need to be resolved with the title and asked that the approval be contingent on the title work being cleared up with the satisfaction of the City Attorney and staff.

Motion made by Commissioner Sprinkel to approve the purchase (using Parks funds) contingent on the title issue being cleared up; seconded by Commissioner Weldon. There were no public comments made. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

Public Hearings:

a. <u>Request for an extension of the conditional use approval for the</u> <u>townhouse project at 326/354 Hannibal Square East, and 463/465 West</u> <u>Lyman Avenue</u>

Planning Manager Jeff Briggs summarized the staff report and the request to extend the project for another two years. He reported that the project now calls for a reduction in density to make the project two stories and a reduction of square footage. Staff recommended approval.

Applicant Paul Bryan, 540 N. Knowles Avenue, stated they intend to break ground within the next 90 days.

Motion made by Commissioner Sprinkel to approve the extension, seconded by Commissioner Seidel. There were no public comments made. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AUTHORIZING THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 2525 CADY WAY PURSUANT TO THE TOWER LEASE WITH OPTION AS AMENDED BY THE FIRST AMENDMENT ATTACHED THERETO AS EXHIBIT 'A' PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE <u>First Reading</u>

Peter Moore, Office of Management & Budget, summarized the locations of the current cell tower sites, and the four City cell towers located at Cady Way Park, MLK Park, Virginia Avenue, and Temple Trail. He addressed the function of the cell towers

and spoke about the Cady Way Park tower contract expiration dates with T-Mobile and Sprint and the monthly rent for this tower as well as the others.

Mr. Moore addressed the pros and cons for considering the best use of the towers, the site removal considerations regarding macro sites work with micro sites (5G) to offer coverage and capacity to cellular networks and any impact to the removal of a macro tower.

Mr. Moore summarized the next steps: 1) to approve amending the renegotiated lease with T-Mobile for the Cady Way site; 2) to review the MLK site for possible removal or co-location of lighting and the negotiation of a contract with T-Mobile; 3) pass an internal policy that all antenna deployments on monopoles be stealth shielded; and 4) to release solicitation for tower management to determine the best way to handle these assets going forward.

Mr. Moore answered questions of the Commission. Discussion ensued regarding aesthetic issues with cell towers and if there are other locations that could be utilized that would not impact the new library location.

Mr. Moore asked that the amended agreement with T-Mobile for Cady Way be signed and that staff continue to review options for the MLK site, continue to look into options on private sites to see if aesthetic improvements can be made, and to get an idea of what is out there for third party management for the sites if that is what they want to pursue.

Motion made by Commissioner Sprinkel to approve moving forward with amending the renegotiated lease with T-Mobile for the Cady Way site with the stipulation that the maximum term not exceed the current Sprint lease so that at some point in the future lease terms could align; seconded by Commissioner Weldon.

There was a consensus that the following received interest to proceed with the other steps listed as follows: to review the MLK site for possible removal or co-location of lighting and the negotiation of a contract with T-Mobile; pass an internal policy that all antenna deployments on monopoles be stealth shielded; and release solicitation for tower management to determine the best way to handle these assets going forward.

There were no public comments made.

Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

City Commission Reports:

<u>Commissioner Seidel</u> – 1. Asked about the FAA study currently going on with the flight paths and if we know the status with the Government shutdown. City Manager Knight will follow up with the status of the February meeting. 2. Spoke about the article concerning Orange Avenue and asked about the next steps moving forward with the Clay Street and 17/92 DOT traffic engineering study. Assistant Public Works Director Don Marcotte provided an update that the DOT has given us a schedule to wrap this up in the Fall 2019 and provided input as to the current status. Discussion ensued regarding the process. 3. Commissioner Seidel spoke about the purchase of the parkland this evening and that this will be a great asset.

<u>Commissioner Sprinkel</u> – 1. Spoke about the poles coming down on Lakemont Avenue that is great news. 2. Addressed the noise from the microphones over the weekend (City Manager Knight will determine the exact cause of the noise). Related to noise, she asked if the blowers fit under the noise ordinance. City Manager Knight stated lawn equipment is allowed but cannot exceed the allowed noise level. She also wanted to make sure the lawn debris is not being blown into the streets. 3. Asked that the Cady Way plastic bollards be removed and to use paint to improve the area.

<u>Commissioner Cooper</u> – Spoke about noise pollution that is disturbing to residents with airplanes, Showalter Stadium microphones, and blowers. She will be providing information to the City Manager from a UCF professor who has funding he can use for research. There was a consensus for the City Manager to investigate this. Commissioner Weldon suggested looking at what other cities have done.

<u>Commissioner Weldon</u> – 1. Spoke about misinformation being provided by the public and offered a suggestion how to use a table to project the data on projects showing the votes for all development approvals. He asked that staff look at this because the data could be sortable and used to compare the facts and approvals over time. Mayor Leary suggested that the City Manager speak with staff to see if there is another way to get the information out but did not want to create additional work for staff if the information is already available to the public. Commissioner Cooper stated this would make staff reports easier for them to digest. City Manager Knight will discuss this with staff. 2. Asked about the status of the timing of the light heading south on Denning crossing Fairbanks. Public Works Director Attaway stated they are currently doing a timing study and will update the Commission when they receive it from FDOT.

Mayor Leary – No report.

PUBLIC COMMENTS (ITEMS NOT THE AGENDA)

Kim Allen, 1800 W. Fawsett Road, spoke about the number of trees to be removed on the site of the new library/events center. She stated 15% of the park now goes to the project and asked that this be replaced and be in compliant with the FDEP grant.

Mary Daniels, 650 W. Canton Avenue, stated she could not find the agenda items on the website. She spoke about an email from September 2018 with her concerns of residential undergrounding that she did not receive a response. She expressed her concerns with this issue because of the cost. The City Manager will provide the email again and respond.

Chuck O'Neal, 'Speak Up Wekiva', spoke in opposition to cutting down the heritage trees at the MLK site.

Jessica Kovach, 2903 Sunset Road, Apopka, volunteer for Orange County as an environmental educator, stated they use this park and spoke in opposition to the Canopy Library at MLK Park because of losing the trees and greenspace.

Martha Bryant Hall, 331 W. Lyman Avenue, spoke about her home being approved for the historical designation and that a year has passed since her home was completed but did not receive a completion of satisfaction. She spoke about being dissatisfied with the work done. Mayor Leary asked that Ms. Hall be helped. She also asked that the re-zonings on the Westside discontinue.

The meeting adjourned at 4:48 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC



item type Consent Agenda		meeting date 2/25/2019	
prepared by Purchasing		approved by	
board approval final vote			
strategic objective	Fiscal Stewardship		

subject

Approve the following contract items:

- 1. Pike Engineering: Amendment to RFQ-15-2016 Continuing Contract for Professional Distribution Engineering & Substation Consultant Services; Asneeded basis
- CORE Engineering & Construction, Johnson-Laux Construction, LunDev, Ovation Construction, Tyrell Enterprises, Vanson Enterprises: Amendment to RFQ-11-2018 – Repair & Construction Services; Not to exceed \$200,000 per contractor

motion / recommendation

Commission approve items as presented.

background Formal solicitations were issued to award these contracts.

alternatives / other considerations

N/A

fiscal impact Total expenditures included in approved budget.

ATTACHMENTS:

Description

Contracts

Upload Date 2/15/2019

Type Cover Memo



item type	Contracts	meeting date	February 25,	2019
prepared by department division	Procurement Division	approved by	City Ma City Att N A	-
board approval		🗌 yes 🗌 no 📕	NA	final vote

Contracts

	vendor	item background	fiscal impact	motion recommendation	
1.	Pike Engineering, LLC	Amendment to RFQ-15- 2016 – Continuing Contract for Professional Distribution Engineering & Substation Consultant Services	Total expenditure included in approved budget. As-needed basis	Commission approve the amendment and authorize the Mayor to execute.	
	Amendment to adjust hourly r	ates and renew contract fo	r the third of five po	ssible 1-year terms.	
2.	CORE Engineering & Construction; Johnson-Laux Construction; LunDev; Ovation Construction; Tyrell Enterprises; Vanson Enterprises	Amendment to RFQ-11- 2018 – Repair & Construction Services	Total expenditure included in approved budget. Not to exceed \$200,000 per Contractor	Commission approve the amendments and authorize the Mayor to execute.	
	Amendment to renew contracts for the second of five possible 1-year terms.				



item type Consent Agenda		meeting date 2/25/2019	
prepared by Purchasing		approved by	
board approval final vote			
strategic objective	Fiscal Stewardship		

subject

Approve the following piggyback agreements:

- 1. Pace Concrete: City of Eustis contract #007-15 Concrete Sidewalk, Curb & Gutter; Not to exceed \$400,000
- Flowers Chemical Laboratories: Extension of City of Ocoee contract #RFP14-002 – Laboratory Services for City Water & Wastewater Facilities; Not to exceed \$100,000

motion / recommendation

Commission approve items as presented.

background

Formal solicitations were issued to award the originating contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.

ATTACHMENTS:

Description

Upload Date 2/19/2019

Type Cover Memo

Piggyback agreements



item type	Piggyback Agreements	meeting date	February 25, 2019
prepared by department division	Procurement Division	approved by	City Manager City Attorney N A
board approval		🗌 yes 🗌 no 🔳 N	IA final vote

Piggyback Contracts

	vendor	item background	fiscal impact	motion recommendation
1.	Pace Concrete, Inc.	City of Eustis contract #007-15 - Concrete Sidewalk, Curb & Gutter	Total expenditure included in approved budget. Not to exceed \$400,000	Commission approve the agreement and authorize the Mayor to execute.
2.	Flowers Chemical Laboratories, Inc.	Extension of City of Ocoee contract #RFP14-002 – Laboratory Services for City Water & Wastewater Facilities	Total expenditure included in approved budget. Not to exceed \$100,000	Commission approve the extension and authorize the Mayor to execute.



item type Consent Agenda		meeting date 2/25/2019		
prepared by Purchasing		approved by		
board approval	final vote			
strategic objective	Fiscal Stewardship			

subject

Approve the following formal solicitation:

1. Symbiont Service Corp.: IFB-3-2019 – Geothermal Pool Heater for Cady Way Pool; \$135,047

motion / recommendation

Commission approve item as presented.

background

A formal solicitation was issued to award this IFB. Additional justification attached

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved budget.

ATTACHMENTS:

Description	Upload Date	Туре
Formal Solicitations	2/15/2019	Cover Memo
Cady Way Pool Geothermal Overview	2/15/2019	Cover Memo



item type	Formal Solicitations	meeting date	February 25, 2019	
prepared by department division	Procurement Division	approved by	City Manager City Attorney N A	
board approval		🗌 yes 🗌 no 🔳	NA final vo	te

Formal Solicitations

	vendor	item background	fiscal impact	motion recommendation
1.	Symbiont Service Corp.	IFB-3-2019 – Geothermal Pool Heater for Cady Way Pool	Total expenditure included in approved budget. Amount: \$135,047	Commission approve the contract award and authorize the Mayor to execute.



Symbiont Service Corp – Geothermal Installation

Consent Agenda Item Summary IFB-3-2019 Geothermal Pool Heater Cady Way Pool

Summary/Overview:

The Parks and Recreation Department is looking to move forward with award of contract to Symbiont for installation of a Geothermal heating system at Cady Way Pool. Geothermal heating was the desired heating method when the project originally was funded in conjunction with the Central Florida YMCA. After review of solar installation cost and feasibility at the site, it has been determined that geothermal provides a lower installation price, greater function and reliability, and a similar cost for annual operation.

The City has invested considerable resources to bring the sports complex/recreation campus made up of Ward Park, Cady Way Park, and Showalter Stadium to a higher standard through our major renovations at Showalter Stadium and currently the Loch Lomond portion of Ward Park. This project would continue the efforts to rejuvenate one of the City's largest and most utilized recreational sites in a location with direct pedestrian and bike access via the Cady Way Trail.

In conjunction with heating of the Cady Way Pool, the Parks and Recreation Department would shift year round operations to Cady Way Pool and resume seasonal operations at the Winter Park Community Center. This swap would result in minimal impact on department expenses while providing the City with a much greater potential for increasing service level and revenue when compared to the Community Center pool.

Solar vs Geothermal:

While the money budgeted for heating of Cady Way Pool has always been earmarked for a geothermal system, the department felt that a solar option needed to be given consideration. When comparing the two options the following factors were considered.

Functionality: Geothermal offers a more consistent heat source as the heat is harnessed from below ground where conditions are relatively constant. Additionally, geothermal has the capability to cool a pool during excessively hot months. While this may not seem important for recreational swimming, pools that host competitive meets or training should be kept no higher than low to mid 80's (82 per FINA). This function would be highly used from May through early October to accommodate our existing swim programs as we currently use a manual aerator for this span of months in attempt to get temperatures in a safe range for our swim clubs.

Practicality: In order for a solar panel system to sufficiently heat the Cady Way Pool the facility would need approximately 6000 square feet of solar panels. The current structure at Cady Way offers approximately 6000 square feet of roof space, but due to shade cover and other obstacles only approximately 3500 square feet could be used for solar panels. As a result, we would need to build and maintain a support structure for upwards of 2500 square feet of panels.

Cost: The total cost for geothermal will comfortably fit within the \$185,000 currently budgeted for the project.

Geothermal

Installation and Materials (Symbiont) - \$135,000 Upgrade of Cady Way Pool Control System - \$15,000 Site Upgrades and Preparation - \$10,000 Total Project Cost - \$160,000

<u>Solar</u>

Installation and Materials - \$100,000 Support Structure – \$150,000+ Total Project Cost - \$250,000+

Pricing is highly variable depending on style and materials. Case study provided by Graef from 2012 for a similar project had a structural cost of nearly \$200,000.

Heating System	Geothermal	Solar	Gas	Air Heat Pumps
Annual O&M	\$15,000	n/a*	\$45,000	\$28,000
Maintain target Temp.?	Yes	No	Yes	Yes
Cooling capability?	Yes	No	No	Yes
Lifespan	15 years	n/a	7 years	7 years
Warranty**	1/5/7	n/a	n/a	n/a

* Solar not likely to maintain target temperatures due to impacts related to adverse ambient conditions (low air temperatures, shorter daylight periods and cloud cover.

** Symbiont's warranty covers the entire project (parts and labor) for 1 year. Symbiont components have a 5 year labor and 7 year parts warranty. Titanium parts have a lifetime warranty.

Current Conditions:

The Parks and Recreation Department currently operates two aquatic facilities with a seasonal operation at Cady Way Pool and year round operation at the Winter Park Community Center.

The Winter Park Community Center pool sees an annual usage of approximately 7000 swimmers with a bulk of the usage taking place between May and September. The department offers numerous programs with a focus on community swim lessons, drown prevention, and community open swim. Annual net cost to City for operation of pool was approximately \$36,000 in FY 17 (seasonal operation only) and \$89,000 in FY 18 (year round operation).

The Cady Way Pool has been maintained by the City of Winter Park's Public Works Department and operated through a community partnership with the Winter Park YMCA until the spring of 2017. In spring 2017, the YMCA stepped away from its operational role due to the financial strain caused by operating the facility. The Parks and Recreation Department took over operations effective May 2017 and has operated the site with the same seasonal schedule as the YMCA with the following results:

In FY 17, the Parks and Recreation Departments inclusion of Cady Way operations had a net cost to the City of approximately \$14,000 with over 8000 visits. In FY 18, net cost to City for operation of the facility was approximately \$13,000 with over 12,000 visits.

Since taking over the pool operations in FY 2017 the Parks and Recreation Department has built relationships with both public and private entities to increase usage and programming at the facility. In addition, the City has made significant improvements to the overall site with landscaping, painting and other upgrades over the past 2 years.

Projected Budget Impact:

The department does not anticipate a major increase to the operational budget if winter operations shift from the Community Center to Cady Way Pool. The current cost associated with heating the smaller Community Center pool is slightly less than the projected operational cost of the geothermal system at Cady Way due to the larger pool size, but the efficiency of the geothermal system keeps this increase at a minimum. Staffing and other operational costs would remain consistent as the Community Center, while smaller, has several blind spots that requires additional guards for safe operation when compared to a more traditionally designed pool at Cady Way.

Overall, the department forecast a \$15,000-\$20,000 increase in the department's operational budget with \$15,000 - \$20,000 increase in revenues for the first year of operation with expenses staying relatively constant and revenues increasing as operation matures.

Service Level Impact:

The Cady Way pool is one of only a handful of long course (50m) pools in the region. The facilities central location within the region and proximity to Cady Way Trail, positions our facility to not only provide additional recreation opportunities to our residents, but also offset the cost of a year round operation through regional and local aquatic events in conjunction with the local swim and triathlete communities. The department has already established relationships with multiple swim teams and other public and private organizations to maximize usage during our summer operations. The Parks and Recreation Department should easily be able to leverage these existing relationships as well as foster new relationships that will ensure a reasonable level of usage during the winter season that exceeds our current usage at the WP Community Center.

While we expect some minor increases in revenue in the first year of transitioning seasonal operations from Community Center to Cady Way, we see the long term benefit being much greater when compared to continuing winter operations at the Winter Park Community Center with only marginal increases in operational costs.



item type Public Hearings		meeting date 2/25/2019		
prepared by Budget and Performance Measurement		approved by City Manager, City Attorney		
board approval	N/A final vote			
strategic objective	Fiscal Stewardship			

<u>subject</u>

Ordinance - Cell tower lease agreement amendment at Cady Way (2)

motion / recommendation

Approve the amendment to the lease and authorize the Mayor to sign the agreement.

background

Attached is the revised lease amendment with T-Mobile with the Commission approved adjustment to the term so that it ends concurrent with the other tenant on that cell tower monopole.

In 2009 the city entered into a lease agreement for the city owned macro cell tower site located at 2525 Cady Way. The city currently owns 4 sites, two of which are managed by a third party provider. They have reached the end of their current extension period and this amendment to the lease provides a minor rent reduction and resets the term while still keeping rent at above market levels and with annual escalations. Staff is also working with T-Mobile at another site in the city and expects to bring an additional contract to the Commission, shortly. The cell tower revenue proceeds are used to support Parks improvements including lighting funded through the CIP and field maintenance.

alternatives / other considerations

Do not renegotiate and risk losing the tenant on the site.

fiscal impact

The amendment to the lease will reduce annual revenue for the lease by \$3,000, bringing total revenue to \$31,200 annually. The contract also provides for annual 3% escalations to the monthly rent. Conversations with the 3rd party manager of the city's other cell sites have confirmed that the rent negotiated is higher than existing contracts they have in place.

ATTACHMENTS:

Description Cell Tower Ordinance Upload Date 1/2/2019

Type Cover Memo 2/19/2019 2/5/2019 Cover Memo Cover Memo

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 2525 CADY WAY PURSUANT TO THE TOWER LEASE WITH OPTION AS AMENDED BY THE FIRST AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Section 2.11 of the Charter of the City of Winter Park, Florida ("City"), authorizes the City Commission, by ordinance to lease or authorize by administrative action the lease of any lands of the City; and

WHEREAS, the City owns fee simple title to real property identified as the "Property" in that certain Tower Lease with Option with T-Mobile South LLC referenced below, a portion of which Property is leased to T-Mobile South LLC as the "Premises"; and

WHEREAS, the City Commission deems it advisable and in the best interest of the public and citizens of the City to lease the Premises to T-Mobile South LLC pursuant to the terms of the Tower Lease with Option as amended by this First Amendment attached hereto as Exhibit "A" ("Amended Lease").

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

SECTION 2. The City Commission of the City of Winter Park hereby approves the Amended Lease, the terms and conditions of which are set forth in Exhibit "A" attached hereto, and which may be further negotiated by the City Manager and City Attorney and executed between the parties. This Ordinance is not intended to be a final acceptance to lease the Premises as such acceptance is subject to the negotiation and execution of a lease amendment in a form acceptable to the City Manager and City Attorney.

SECTION 3. This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.11 of the Charter of the City of Winter Park, Florida, for the lease of the Premises. The City Commission of the City of Winter Park hereby authorizes the City Manager and City Attorney to further negotiate lease, and authorizes the Mayor or City Manager to execute such lease amendment and other required documents on behalf of the City as may be required to effectuate the lease of the Premises.

SECTION 4. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this <u>day of January</u>, 2019.

Mayor Steven Leary

ATTEST:

City Clerk, Cynthia S. Bonham

U:\AKA\CLIENTS\WINTER PARK\ITALIAN INVESTMENTS USA, SALE TO W600-26080|ORDINANCE CONVEYING 2600 LEE ROAD.DOCX

FIRST AMENDMENT TO TOWER LEASE WITH OPTION

THIS FIRST AMENDMENT TO TOWER LEASE WITH OPTION (the "First Amendment") is made and entered into effective as of the ____ day of _____, 201__, by and between CITY OF WINTER PARK, a Florida municipal corporation ("Landlord") and T-MOBILE SOUTH LLC, a Delaware limited liability company ("Tenant").

WHEREAS, on December 9, 2008, Landlord and Tenant entered into that certain Tower Lease With Option (the "Lease") regarding the use of the Premises, as defined in the Lease; and

WHEREAS, on December 17, 2009, Tenant exercised Tenant's option to lease the Premises; and

WHEREAS, the current term of the Lease has ended and the parties wish to amend the Rent and the Renewal Terms of the Lease; and

WHEREAS, Landlord and Tenant agree to amend the Lease pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. <u>New Initial Term and Renewal Terms.</u> The Premises are hereby leased to the Tenant with a new initial five (5) year term commencing on the First Amendment date of April 1st, and ending on the last day of the first five (5) years after the First Amendment Effective Date ("New Initial Term"). Provided Tenant is not in default or breach of this First Amendment or Lease, Tenant shall have the right to extend the New Initial Term for Three (3) additional, successive five-year terms (each five (5) year period is a "Renewal Term") on the same terms and conditions set forth in the Lease as amended by this First Amendment. Provided the Tenant is not in default or breach of this First Amendment or Lease, the Lease, as amended, shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew the Lease, as amended, at least thirty (30) days prior to the expiration of any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended.

3. <u>Rent.</u>

a. Starting on April 1st, 2019, the Rent shall be Two Thousand Six Hundred Dollars (\$2,600.00) per month.

b. Rent shall be increased on the first day of each year during the New Initial Term beginning April 1st, 2020 and each year of each Renewal Term by an amount equal to three percent (3%) over the Rent for the immediately preceding year.

4. <u>Notices.</u> All notices, invoices, bills, demands, statements, and requests ("<u>Notice</u>") required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given or served as of (i) the date of personal delivery with acknowledgment of receipt; (ii) the first business day after the date delivered to a reputable overnight courier service providing proof of delivery; or (iii) the date of delivery if sent by facsimile transmission or electronic mail with a hard copy sent on the same day by a reputable overnight courier service providing proof of delivery. The initial address of the Landlord and Tenant is set forth below:

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38 th Street
Bellevue, WA 98006
Attention: Lease Compliance / Site Number:
Email:
Facsimile:
If to City:
City of Winter Park, Florida

Attention:	
401 Park A	Avenue South
Winter Pa	rk, Florida 32789
Email:	
Facsimile :	

Any party shall have the right from time to time and at any time, upon at least three (3) days' prior written notice delivered pursuant to the terms hereof, to change its respective address and to specify any other address within the United States of America, provided said new address is not a post office box.

5. <u>Memorandum of Lease</u>. Neither Landlord nor Tenant shall record any memorandum of lease, this First Amendment, or the Lease in the public records of Orange County, Florida.

6. <u>No Further Changes/Miscellaneous</u>. The foregoing terms and conditions are hereby incorporated into the Lease. Except as set forth in this First Amendment, the Lease in its original form shall have full force and effect. Capitalized terms used in this First Amendment shall have the same meaning as set forth in the Lease. In the event of any conflict or ambiguity between the Lease and this First Amendment, this First Amendment controls. This First Amendment may be executed in one or more counterparts, the aggregate of which shall constitute a single document and any signatures delivered by facsimile or electronic mail shall constitute originals. Landlord and Tenant represent and warrant that they each have the right, power and authority to enter into and perform their respective obligations under this First Amendment and this First Amendment shall be binding upon and inure to the benefit of the Landlord and Tenant, and their respective heirs, beneficiaries, successors and assigns. This First Amendment shall have no force or effect unless and until approved by the City Commission of the City of Winter Park.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date set forth above.

LANDLORD:

CITY OF WINTER PARK, a Florida municipal corporation

By: _____

Steve Leary, Mayor Date: _____

TENANT:

T-MOBILE SOUTH LLC, a Delaware limited liability company

By:	 		
Its:			
Date:		_	

TOWER LEASE WITH OPTION

THIS TOWER LEASE WITH OPTION (this "Lease") is by and between City of Winter Park, a Florida municipal corporation ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of one hundred and no/100 dollars (\$100.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached <u>Exhibit A</u> (the "Property"), together with the right to use the tower located thereon ("Tower"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of one hundred and no/100 dollars (\$100.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease, provided Tenant repairs any damage caused to the Property as a result of said Tests and provided said Tests do not cause injury to any person. Tenant may not conduct any invasive testing of the Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall indemnify, save harmless and defend Landlord from and against any and all claims, liabilities, loss, costs, damage and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate or bankruptcy proceedings) which Landlord may suffer, sustain or incur by reason of Tenant's exercise of the right to make and conduct the Tests, including any damage to the Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claim against the Property or any part thereof, except if any such claims, liabilities, loss, costs, damages and expenses are caused by, or arise out of the negligence or deliberate acts of Landlord, its agents, employees, invitees, contractors and subcontractors. This duty of Tenant to indemnify, defend and hold harmless Landlord shall survive the closing or earlier termination of this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Tower and Property, together with the Easements (as herein defined), as the same are described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 2525 Cady Way, Winter Park, Orange County, FL 32792, comprises approximately 345 square feet. Tenant's location on the Tower shall be at 105 feet above ground level.

2. <u>Term</u>. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. <u>Renewal</u>. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, and subject to adjustments as provided in Section 4(b) below, Tenant shall pay Landlord or designee, as rent, two thousand two hundred and no/100 dollars (\$2,200.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the anniversary of the Commencement Date and on each such subsequent anniversary thereof, to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the adjustment date.

5. <u>Permitted Use</u>. The Premises may only be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of the Antenna Facilities (as herein defined) and related activities.

6. Interference.

(a) Tenant shall operate the Antenna Facilities in compliance with all FCC requirements, including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property or the Tower, provided that the installation and operation of any such facilities predate the installation of the Antenna Facilities. Subsequent to the installation of the Antenna Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property, the Tower or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's or Tenant's sublessees' or assignees' operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Lease.

(b) Subject to the terms and conditions of this Lease, Tenant shall not and shall not permit any sublessee or assignee of the Premises to: (i) install or change, alter or improve the frequency, power, or type of communications equipment that interferes with the Landlord's operations at the Property or on the Tower or is not authorized by applicable laws, rules, regulations or ordinances, or is not made or installed in accordance with good engineering and telecommunications industry standards and practices; or (ii) implement a configuration which interferes with the operation of Landlord's communications equipment at the Property or on the Tower; or (iii) implement a configuration which interferes with the operation of the Landlord's other communications facilities wherever located or used, including but not limited to police, fire, public safety, utilities, and public works, provided, however, that Landlord agrees, upon request, to assist and advise Tenant with respect to such matters.

(c) In the event of any interference occurring as a result of actions of Tenant or Tenant's sublessee or assignee described in Section 6(a) above, Tenant shall be responsible for coordinating and resolving any such interference problems, including, without limitation, using its best efforts to correct and eliminate the interference within forty-eight (48) hours of receipt of notification from the Landlord and perform interference studies to identify, correct and eliminate the interference. If the interference cannot be corrected or eliminated within such forty-eight (48) hour period, Tenant shall cause any of Tenant's or Tenant's sublessee's or assignee's communications equipment that interferes with the operation of the Landlord's communications equipment or its reserved space on the Tower or the Landlord's authorized frequency spectrum or signal strength, to be immediately powered down or turned off, with the right to turn such interfering equipment or facility back up or on only during off-peak hours reasonably specified by the Landlord in order to determine whether such interference continues or has been eliminated, or in order to resolve such interference; provided, however, that if any interference continues at the time the interfering equipment is powered down, the communications equipment that interferes with the operation of the Landlord's communications equipment or otherwise on the tower shall also be turned off. If Tenant or Tenant's sublessee or assignee cannot correct or eliminate, to the satisfaction of the Landlord, such interference within twenty (20) days of receipt of written notice from the Landlord, then Tenant shall, or shall cause its sublessee or assignee to, cease its operations of the objectionable communications equipment and to stop providing services from the Premises and the Tower in its entirety until the interference problems are resolved. Notwithstanding the foregoing, in the event of any interference with the operation of the Landlord's public safety communications facilities or equipment, whether located on the Property or Tower, or elsewhere, then the Landlord shall have the right to have such interfering communications equipment to be immediately powered down or turned off, without requiring any forty-eight (48) hour notification.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Subject to Section 6 above, Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease. Tenant agrees that if Tenant makes any alterations, additions, improvements or changes to the Premises pursuant to the terms of this Lease, then Tenant shall make full and prompt payment of (and hereby agrees to indemnify and hold Landlord harmless from) all related costs and shall obtain the release or cancellation of any notice, claim or lien filed by any person's whomsoever by bond or otherwise within thirty (30) days after notice to Tenant by Landlord. In no event shall the interest of Landlord in the Property, Tower or Premises be subject to any mechanic's, materialman's, laborer's or other statutory or common law liens for work done by or at the instance of Tenant, regardless of whether such work was done with Landlord's consent. All persons dealing or contracting with Tenant or its successors or assignees are hereby put on notice of the foregoing provisions.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence, provided such means do not interfere with Landlord's and Landlord's lessees' and licensees' access to the remainder of the Property and the Tower.

(c) Tenant shall, at Tenant's expense, keep and maintain the Premises in good condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted within sixty (60) days of such expiration or termination.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility, and Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant certain easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). Said Easements are reflected on Exhibit "B" attached hereto and incorporated herein by reference. The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant or its agents, employees, independent contractors, licensees, invitees, or sublessees.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon twenty (20) days' prior written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease . within such twenty (20) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' prior written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction, provided Tenant shall be solely responsible for any restoration of the Antenna Facilities, provided that such damage or destruction is not caused by Landlord, its employees, agents, representatives or contractors. This Subsection shall not be construed to render Landlord liable to rebuild or replace the Premises or Tower or any part thereof; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's reasonable determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to make any payments required under this Lease and fails to cure the same within twenty (20) days' of written notice from the other party, or if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default. Each party shall have all equitable and legal rights and remedies under Florida law and under this Lease in the event the other party should breach the terms of this Lease and not cure the same within the applicable cure period.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in the amount of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate, covering its actions on the Premises. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain. The coverage under such insurance policy shall not be subject to cancellation without at least thirty (30) days prior written notice being provided to Tenant and Landlord, and shall name Landlord as additional insured. Prior to the Commencement Date, Tenant shall provide the Landlord with a certificate of insurance evidencing such coverage. Tenant's contractors who perform work on the Tower must maintain insurance coverage in amounts and types that are customary for contractors who perform work on communications towers.

(b) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(c) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any violations of applicable codes, statutes or other regulations governing the Property existing prior to the Commencement Date of this Lease.

12. <u>Notices</u>. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to: T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: PCS Lease Administrator With a copy to: Attn: Legal Dept.

And with a copy to: T-Mobile South LLC 3407 W. Dr. Martin Luther King Jr. Blvd. Tampa, FL 33607 Attn: Lease Administration Manager <u>If to Landlord, to:</u> City of Winter Park 401 Park Avenue South Winter Park, FL 32789

Send Rent payments to: City of Winter Park 401 Park Avenue South Winter Park, FL 32789

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by Tenant, that have occurred or which may occur on the Property. Tenant shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance caused by Tenant, or its agents, employees, or independent contractors which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. <u>Assignment and Subleasing</u>. Tenant may, upon written notice to Landlord, assign or transfer (by sublease or otherwise) its rights arising under this Lease to any corporation, partnership or other entity which is (i) controlled by, controlling or under common control with Tenant, (ii) shall merge or consolidate with or into Tenant, (iii) shall succeed to all or substantially all the assets, property and business of Tenant, or (iv) any affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. Under all other circumstances, such assignment or transfer shall require Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon assignment Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assigne for performance under this Lease and all obligations hereunder. Notwithstanding the foregoing, no such assignment,

transfer or sublease of the Lease or the entire Premises shall relieve Tenant from all liabilities and obligations incurred prior to the date of assignment, unless expressly agreed to in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Tenant may, upon notice to the Landlord, grant a security interest in the Antenna Facilities, and may collaterally assign the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to financing as may reasonably be required by Secured Parties.

16. <u>Successors and Assigns</u>. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. <u>Waiver of Landlord's Lien</u>. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as <u>Exhibit C</u> shall be recorded by Tenant in the Public Records of Orange County, Florida.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

19. <u>Tower Marking and Lighting Requirements</u>. Landlord acknowledges that it, and not Tenant, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with such requirements. Should Tenant be cited by either

the FCC or FAA because the Tower is not in compliance and, should Landlord fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Tenant may either terminate this Lease immediately on notice to Landlord or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from Rent otherwise payable under this Lease.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: City of Winter Park By: Printed Name: Title: Date: 12/5/09

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WITNESSES: beru Print Name VI 0 Print Name

T-Mobile South LLC TENANT: By: Printed Name: Tim B. Chandler Title: Area Director, Engineering and Operations 12-9-08 Date:

WITNESSES:

1 Print Name Hles Print Name 14185

EXHIBIT A

Legal Description

The Property is legally described as follows:

That part of the West 15 acres of the NW 1/4 of the NE 1/4 of Sec. 9, Twp. 22 South, R 30 East, lying South of the U.S. Govt. Railroad spur, less the South 30 feet thereof for road; also begin at the SE corner of the NE 1/4 of the NW 1/4 of Sec. 9, Twp. 22 South, R 30 East, run West 91.3 feet along the South line of the said NE 1/4 of NW 1/4, thence N. 00° 01' W 182.4 feet, thence N $11^{\circ}32'$ E 375.5 feet, thence N 24° 02' W 73.15 feet to the South R/W line of aforesaid U. S. Govt. Railroad spur (the said R/W line lying 50 feet Southerly from, when measured at right angles to the center line of track), said South R/W line being on a curve to the right having a radius of 900.59 feet, run thence Northeasterly along the arc of said curve 37.74 feet to intersect with the Eastline of said NE 1/4 of the NW 1/4, thence run S. 00° 46' 30'' E 619.13 feet along said East line to the Point of Beginning; less the South 30 feet thereof for road.

EXHIBIT B

Premises

The Premises (together with access and utilities) is more particularly described and depicted as follows:

TENANT LEASE PARCEL

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THAT PART OF THE CITY OF WINTER PARK PARCEL KNOWN AS "CADY WAY PARK" IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 19, BLOCK A, BROOKSHIRE HEIGHTS AS PER PLAT RECORDED IN PLAT BOOK V, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE NORTH 90°00'00' WEST ALONG THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 31.90 FEET; THENCE NORTH 00°00'00 WEST PERPENDICULAR WITH THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 620.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°58'33" EAST FOR 23.00 FEET; THENCE NORTH 45°01'27" WEST FOR 15.00 FEET; THENCE SOUTH 44°58'33" WEST FOR 23.00 FEET; THENCE SOUTH 45°01'27" EAST FOR 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 345 SQUARE FEET, MORE OR LESS

15-FOOT WIDE NON-EXCLUSIVE INGRESS/EGRESS EASEMENT

THAT PART OF THE CITY OF WINTER PARK PARCEL KNOWN AS "CADY WAY PARK" IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST ORANGE COUNTY, FLORIDA LYING WITHIN 7.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 19, BLOCK A, BROOKSHIRE HEIGHTS AS PER PLAT RECORDED IN PLAT BOOK V, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE NORTH 90°00'00' WEST ALONG THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 31.90 FEET; THENCE NORTH 00°00'00 WEST PERPENDICULAR WITH THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 620.97 FEET TO THE SOUTHERLY CORNER OF AN EXISTING 15 FOOT X 23 FOOT T-MOBILE LEASE PARCEL; THENCE NORTH 44°58'33" EAST FOR 15.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE: THENCE SOUTH 45°01'27" EAST FOR 7.50 FEET; THENCE NORTH 44°58'33" EAST FOR 40.81 FEET; THENCE NORTH 58°26'41" WEST FOR 140.56 FEET; THENCE SOUTH 67°47'20" WEST FOR 309.84 FEET; THENCE SOUTH 25°0733" WEST FOR 45.39 FEET; THENCE SOUTH 61°56'31" WEST FOR 65.82 FEET; THENCE SOUTH 16°25'26" WEST FOR 29.29 FEET; THENCE SOUTH 15°03'52" EAST FOR 39.97 FEET; THENCE SOUTH 36°02'37" WEST 53.48 FEET; THENCE SOUTH 59°54'00" WEST FOR 153.13 FEET; THENCE SOUTH 80°20'04" WEST FOR 43.95 FEET; THENCE NORTH 88°47'17" WEST FOR 40.34 FEET; THENCE SOUTH 84°28'30" WEST FOR 59.73 FEET; THENCE SOUTH 60°56'34" WEST FOR 111.51 FEET; THENCE SOUTH 76°54'31" WEST FOR 118.75 FEET; THENCE NORTH 88°13'01" WEST FOR 60.24 FEET; THENCE NORTH 86°53'57" WEST FOR 99.71 FEET; THENCE SOUTH 67°22'44" WEST FOR 87.84 FEET; THENCE SOUTH 51°07'41" WEST FOR 90.76 FEET; THENCE SOUTH 89°23'39" WEST FOR 27.71 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SOUTH PERTH LANE (60 FOOT RIGHT OF WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE. CONTAINING 24,395 SQUARE FEET, MORE OR LESS.

10-FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT

THAT PART OF THE CITY OF WINTER PARK PARCEL KNOWN AS "CADY WAY PARK" IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST ORANGE COUNTY, FLORIDA LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 19, BLOCK A, BROOKSHIRE HEIGHTS AS PER PLAT RECORDED IN PLAT BOOK V, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE NORTH 90°00'00' WEST ALONG THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 31.90 FEET; THENCE NORTH 00°00'00 WEST PERPENDICULAR WITH THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 620.97 FEET TO THE SOUTHERLY CORNER OF AN EXISTING 15 FOOT X 23 FOOT T-MOBILE LEASE PARCEL; THENCE NORTH 44°58'33" EAST ALONG THE SOUTHEASTERLY LINE OF SAID T-MOBILE LEASE PARCEL FOR 23.00 FEET; THENCE NORTH 45°01'27" WEST ALONG THE NORTHEASTERLY LINE OF SAID T-MOBILE LEASE PARCEL FOR 5.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE NORTH 44° 58'33" EAST FOR 31.12 FEET AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE NORTH 31°33'19" EAST FOR 31.12 FEET AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE. CONTAINING 516 SQUARE FEET, MORE OR LESS.

5-FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT

THAT PART OF THE CITY OF WINTER PARK PARCEL KNOWN AS "CADY WAY PARK" IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST ORANGE COUNTY, FLORIDA LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 19, BLOCK A, BROOKSHIRE HEIGHTS AS PER PLAT RECORDED IN PLAT BOOK V, PAGE 127 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE NORTH 90°00'00' WEST ALONG THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 31.90 FEET; THENCE NORTH 00°00'00 WEST PERPENDICULAR WITH THE NORTH LINE OF SAID LOT 19 BLOCK A, BROOKSHIRE HEIGHTS FOR 620.97 FEET TO THE SOUTHERLY CORNER OF AN EXISTING 15 FOOT X 23 FOOT T-MOBILE LEASE PARCEL; THENCE NORTH 45°01'27" WEST ALONG THE SOUTHWESTERLY LINE OF SAID T-MOBILE LEASE PARCEL FOR 2.50 FEET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 44°58'33" WEST FOR 18.50 FEET; THENCE NORTH 45°01'27" WEST FOR 24.50 FEET AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE. CONTAINING 215 SQUARE FEET, MORE OR LESS.

EXHIBIT B (Cont'd)

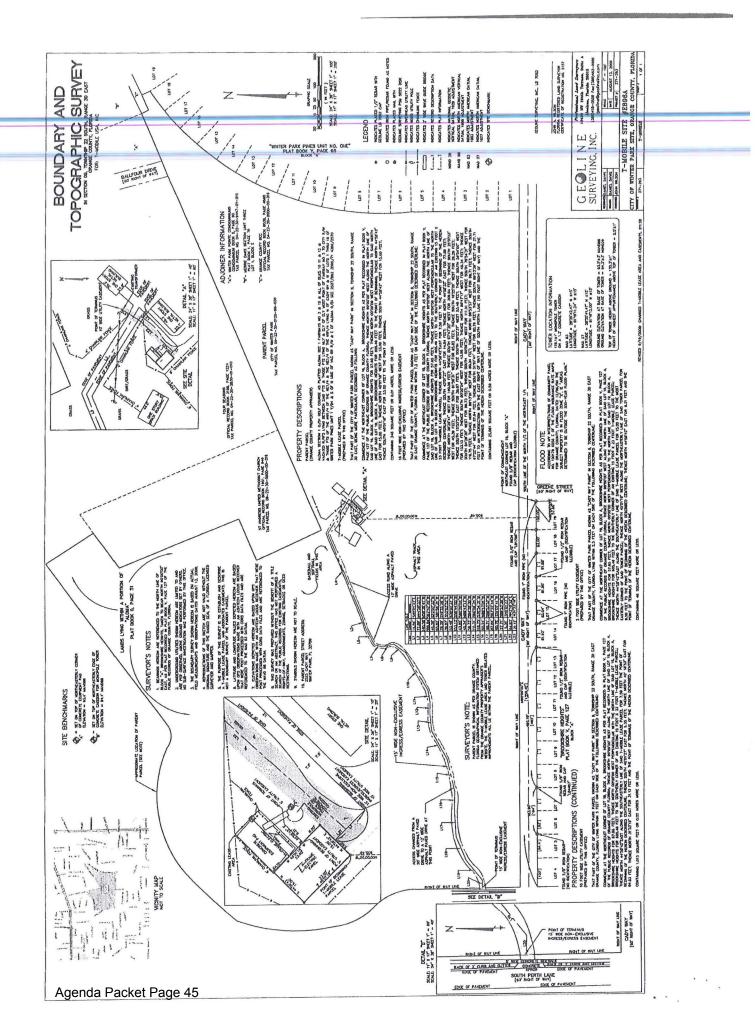
Premises

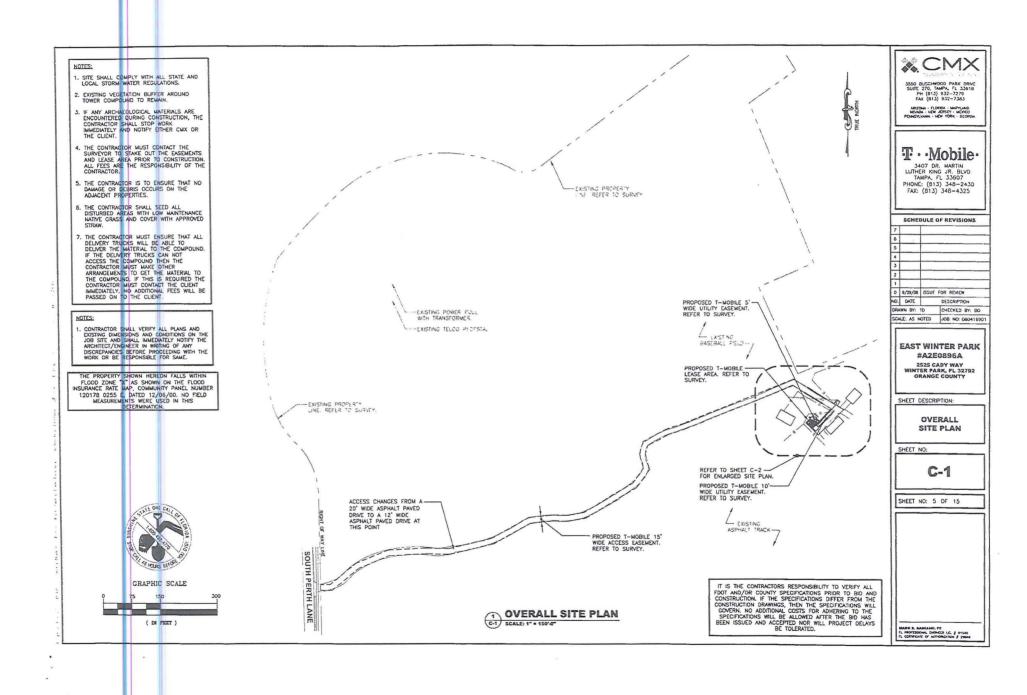
The Premises (together with access and utilities) is more particularly described and depicted as follows:

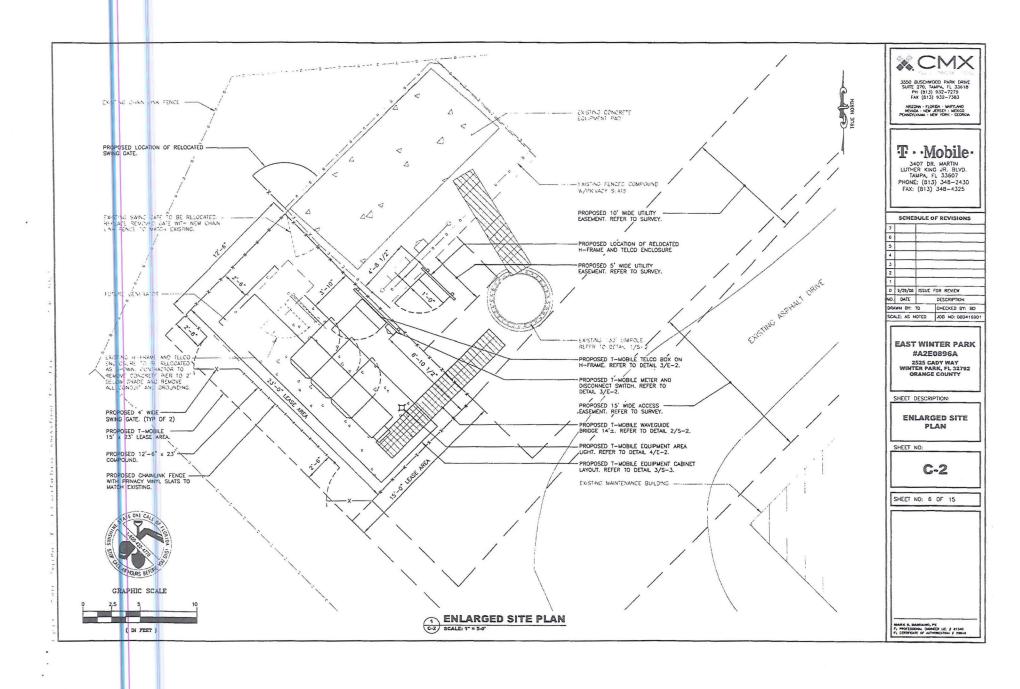
SEE ATTACHED 4 PAGES

Site Number: Site Name: Market:

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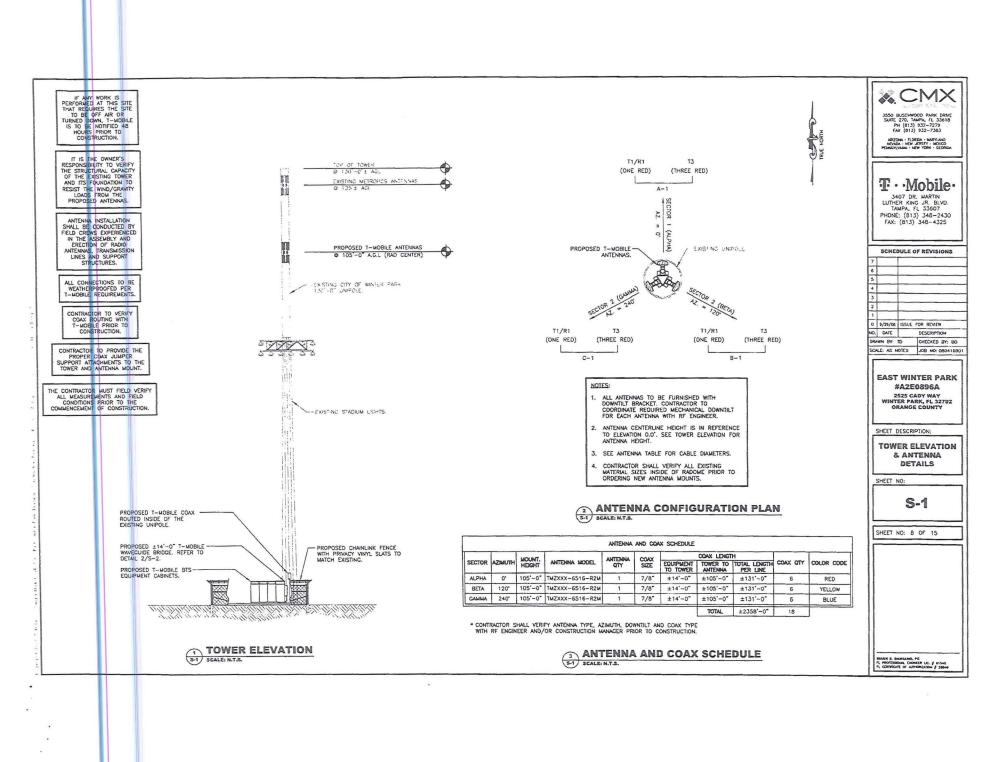


EXHIBIT C

Memorandum of Lease

Site Number: Site Name: Market: . .

Prepared by and upon recording return to: T-Mobile South LLC 3407 W. Dr. Martin Luther King Jr. Blvd. Tampa, FL 33607

Attn: Lease Administration Manager

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MEMORANDUM OF LEASE

Assessor's Parcel Number: 09-22-30-0120-98-030 Between City of Winter Park ("Landlord") and T-Mobile South LLC ("Tenant")

A Tower Lease with Option (the "Lease") by and between City of Winter Park, a Florida municipal corporation ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

The Lease contains the following provision:

In no event shall the interest of Landlord in the Premises be subject to any mechanic's, materialman's, laborer's or other statutory or common law liens for work done by or at the instance of Tenant, regardless of whether such work was done with Landlord's consent.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Winter Park By: Printed Name: Title: Date:

WITNESSES: Print Mame Print Name

TENANT:

T-Mobile South LLC

Printed Name: Title:

Date:

By:

Tim B. Chandler Area Director, Engineering and Operations 12-5-08

WITNESSES: Print Name Print Name

Scity commission agenda item

item type Public Hearings	meeting date 2/25/2019		
prepared by Planning	approved by City Manager, City Attorney		
board approval yes final vote			
strategic objective Exceptional Quality of Life, Intelligent Growth and			
Development			

subject

Request of Rollins College for:

• Final Conditional Use approval for the proposed parking garage to be built on the Rollins College Campus at the corner of Fairbanks Avenue and Ollie Avenue, zoned PQP.

motion / recommendation

Recommendation is for final approval of the Conditional Use for the Parking Garage pursuant to the design description outlined in the staff report and the plans submitted and with the approval of a Parking Garage Management Plan prior to completion, as well as adding identification signage for Dinky Dock.

background

Rollins College is now requesting Final Conditional Use approval to build a new oncampus parking garage on the property located at the southwest corner of Fairbanks Avenue and Ollie Avenue with five levels and 784 parking spaces. On January 28, 2019 the City Commission, in accordance with the P&Z Board recommendation, approved the Final Conditional Use approval for the Dormitory project and the Preliminary Conditional Use for the parking garage. The previous plans for the parking garage were conceptual and included only a general footprint outline of the location with some generalized parking numbers. At this time, the more detailed parking garage plans are now ready for review.

Project Description: Rollins College has decided to build a parking garage structure on the site of the current surface on-campus parking lot at the corner of Fairbanks Avenue and Ollie Avenue with the intent to have on-campus parking more convenient for both students, staff and visitors to campus activities without having to cross Fairbanks Avenue from the SunTrust parking garage. It also will provide on-campus parking for shifting the junior class to the new on-campus dormitories which will increase the number of permanent cars parked all-day versus just parked during classes, events and other campus activities.

The preliminary Conditional Use approval meant that the College has the entitlements to build the a parking garage but the specific plans and designs (height and size) and appearance of the garage, along with the landscape plans to come back through the P&Z Board and City Commission for a Final Conditional Use approval. The request was advertised for up to 4-stories/5 levels and the final design is a split plan which has the front one-third of the parking structure along Fairbanks Avenue at 3-stories/4 levels and then the rear two-thirds of the structure toward the Lake Virginia/Dinky Dock park is 4-stories/5 levels. All access to the parking garage from public streets is from Ollie Avenue so there is no direct connection out to Fairbanks Avenue. Ollie Avenue is intended to be widened in that northern section to create a three land section allowing for more stacking at the traffic light for left turns and straight thru/right turn movements.

Parking Numbers: The proposed Ollie garage is estimated to have 784 parking spaces. However the "net" new parking is minus the 106 spaces in the existing surface Ollie parking lot, minus 24 from Sports Center/Field House for the new Black Box Theater, and minus 58 spaces where the existing McKean Hall Dormitory parking lot is being removed. Thus the "net" new parking provided on campus will be 596 spaces.

Parking Garage Setbacks and Height: The parking garage will meet and exceed the code setbacks of 10 feet from Fairbanks and Ollie Avenues. The western half of the garage along Fairbanks Avenue is at a 10-12 foot setback and then the curve of the road gradually increases the setback up to 25 feet at the far eastern end of the structure. Similarly on Ollie Avenue, the setbacks varies from 30 feet at the north end to 20 feet at the south end.

The parking garage location is challenging because there is grade drop down toward the lake as one transitions through the 184 foot width of the structure. As a result, the first floor level is about six feet below the elevation of the sidewalk along Fairbanks Avenue. The ground will then slope down from the sidewalk to that lower first floor elevation. Thus the 37 foot height (including parapet) of the 3-story/4-level section along Fairbanks Avenue will be 31 feet in visible height above the road elevation. The corner architectural tower elements enclosing the corner stairs will be another 10 feet in height. At the southern side of the 4-story/5-level garage the height is 50 feet of visible height (including parapet). The corner stair and elevator towers on this southern façade are much grander architectural elements, rising to 65 feet in height.

Parking Garage Design Standards: This design complies with the City's parking garage design standards. The façade is broken up into alternating elements and there is 4 inches of articulation (in's and out's) so that it is not a flat linear façade. The top cornice elements also are at varying heights to break up the image and the facade contains the expression line architectural feature. The openings will be made to resemble windows with the outer border, interior metal fenestration (to look like window panes) and a black screen material behind the openings to again present the image of windows. All of this is to make the structure look close to that of a building and not a parking garage.

Tree Preservation and Landscape Plan: Due to the proximity of the parking

garage to Fairbanks Avenue and the grade drop from the sidewalk down to the first floor level, the majority of the landscape screening along the western half of the parking garage frontage on Fairbanks Avenue will be Palm trees along with hedges at ground level. As more land is available toward the intersection of Ollie Avenue and down that street, there are opportunities to add new Oak trees for consistency with the landscape theme of the College and the City. The landscape plan included in the packet shows the mix of Palm and Oak trees that will screen and buffer the view of this structure.

The existing Oak trees that occupy the interior and perimeter of the existing surface parking lot will be removed for this project. However, the line of the six Oak trees on the lakeside of the College roadway will be preserved. That will be critical in screening the view of this parking garage from the lakeside. Rollins may desire to create a new boardwalk sidewalk feature in that same area for pedestrian safety for students in Sutton Place, South. When that design is complete it will be returned for approval as there may be some slight encroachments on the Dinky Dock park edge.

Storm Water Retention: These facilities will use a combination of surface retention swales in the open space areas and an underground storm water exfiltration system that will meet the requirements of the St. John River Water Management District as well as City Code.

Ollie Avenue Modifications: These preliminary plans would propose using all of the Ollie Avenue roadway width in order to have three traffic lanes, including a left hand turn lane and straight-thru/right turn lane at the traffic light. This results in the loss of eight parallel parking spaces on the east side of Ollie Avenue. While these street parallel spaces are now used primarily by students living in Sutton Place South, these spaces are used by Dinky Dock park visitors during the peak times of park usage in the summer and on weekends when the College parking demands are less. The Parking Garage Management Plan can address some form compensation for this loss.

Comprehensive Plan Guidance: The following Comprehensive Plan policies provide guidance for this matter. In summary, they say that the City should allow for the use of Institutional land use to assist the non-profit entities in the City to expand and redevelop provided that the scale, and density are compatible with the location.

Policy 1-2.4.18: New Institutional Facilities. Since any new institutional facilities or expansions can only occur through Conditional Uses or Future Land Use Map changes, these proposed types of facilities such as public governmental buildings, schools, colleges or universities, public utility facilities, public parking lots, churches, museums, libraries, retirement and nursing homes, hospitals and non-profit community service facilities (excluding private clubs and lodges) may be exempted from policies in this element which discourages land use plan map changes so that appropriate future sites may be established that shall provide these public services and benefits.

Policy 1-2.4.19: Ensure Compatibility of New Community Institutional Facilities. New community facility uses or expansions shall be permitted only when those facilities or uses are compatible with the character of the surrounding area, and when there is minimal additional impact over that possible by existing land use, for such factors as traffic, parking, noise, height and size of the facilities.

Policy 1-2.4.20: Redevelopment of Rollins College. The City shall strive to accommodate the enhancement and redevelopment of the Rollins College campus to the extent that such redevelopment is compatible with the height and density of surrounding properties.

Summary and Recommendation: Rollins College shares the interest of the City in making the exterior of this parking garage structure attractive in appearance and to provide ample landscape screening. The design elements that have worked at the Winter Park Towers garage and the Lakeside Crossing garage have been incorporated into this design. All parking garages are required to submit a Parking Management Plan outlining the operational aspects of the facility. The City will look for some opportunity for limited public parking to complement Dinky Dock peak times of use in the summer. Locating this new parking garage on-campus will make parking more convenient for all students, staff and visitors and reduce the pedestrian safety issues crossing Fairbanks Avenue, as well as opening up parking at the SunTrust garage for other uses by Rollins College and possibly the City.

Staff Recommendation is for FINAL APPROVAL of the Conditional Use the Parking Garage pursuant to the design description outlined in the staff report and the plans submitted and with the approval of a Parking Garage Management plan prior to completion, as well as adding identification signage for Dinky Dock.

Planning and Zoning Board Minutes – February 5, 2019:

REQUEST OF ROLLINS COLLEGE FOR: FINAL CONDITIONAL USE APPROVAL FOR THE PROPOSED PARKING GARAGE TO BE BUILT ON ROLLINS COLLEGE CAMPUS AT THE CORNER OF FAIRBANKS AND OLLIE AVENUES, ZONED PQP.

Planning Manager, Jeff Briggs, gave the staff report and stated that Rollins College is requesting Final Conditional Use approval to build a new on-campus parking garage on the property located at the southwest corner of Fairbanks Avenue and Ollie Avenue with five levels and 784 parking spaces. On January 28, 2019 the City Commission, in accordance with the P&Z Board recommendation, approved the requests for Final Conditional Use for the Dormitory project and Preliminary Conditional Use for the parking garage. The previous parking garage plans were conceptual and included only a general footprint outline of the location with some generalized parking numbers. Now more detailed parking garage plans were ready for review.

Mr. Briggs explained that the intent is to have on-campus parking more convenient for both students, staff and visitors to campus activities without having to cross Fairbanks Avenue from the SunTrust parking garage. It also will provide more oncampus parking for shifting the junior class to the new on-campus dormitories.

The request was advertised for up to 4-stories/5 levels and the final design is a split plan which has the front one-third of the parking structure along Fairbanks Avenue at

3-stories/4 levels and then the rear two-thirds of the structure toward the Lake Virginia/Dinky Dock park is 4-stories/5 levels. All access to the parking garage from public streets is from Ollie Avenue so there is no direct connection out to Fairbanks Avenue. Ollie Avenue is intended to be widened in that northern section to create a three land section allowing for more stacking at the traffic light for left turns and straight thru/right turn movements.

Mr. Briggs reviewed parking garage setbacks and height, parking garage design standards, tree preservation and landscape plan, storm water retention and Ollie Avenue modifications.

Mr. Briggs summarized by stating that Rollins College shares the interest of the City in making the exterior of this parking garage structure attractive in appearance and to provide ample landscape screening. The design elements that have worked at the Winter Park Towers garage and the Lakeside Crossing garage have been incorporated into this design. All parking garages are required to submit a Parking Management Plan outlining the operational aspects of the facility. The City will look for some opportunity for limited public parking to complement Dinky Dock peak times of use in the summer. Locating this new parking garage on-campus will make parking more convenient for all students, staff and visitors and reduce the pedestrian safety issues crossing Fairbanks Avenue, as well as opening up parking at the SunTrust garage for other uses by Rollins College and possibly the City.

Mr. Briggs stated that the staff Recommendation was for approval of the final Conditional Use the Parking Garage pursuant to the design description outlined in the staff report and the plans submitted and with the approval of a Parking Garage Management plan prior to completion, as well as adding identification signage for Dinky Dock.

The Board had no questions for Staff.

Attorney Rebecca Wilson of Lowndes, Drosdick, Doster, Kantor & Reed, 215 N. Eola Drive, Orlando, Florida, represented the Applicant. She reviewed the project outline for the project and provided an update on the Rollins Parking Survey. Mrs. Wilson answered questions from the Board related to the project construction schedule.

There was no public comment. The public hearing was closed.

The Board agreed with Staff's recommendations.

Motion made by Sheila De Ciccio, seconded by Ray Waugh, for final Conditional Use approval for the proposed parking garage to be built on Rollins College campus at the corner of Fairbanks and Ollie Avenues, zoned (PQP), pursuant to the design description outlined in the staff report and the plans submitted and with the approval of a Parking Garage Management plan prior to completion, as well as adding identification signage for Dinky Dock.

The motion carried with a 6-0 vote.

alternatives / other considerations N/A

fiscal impact

N/A

ATTACHMENTS:

Description

Backup Materials

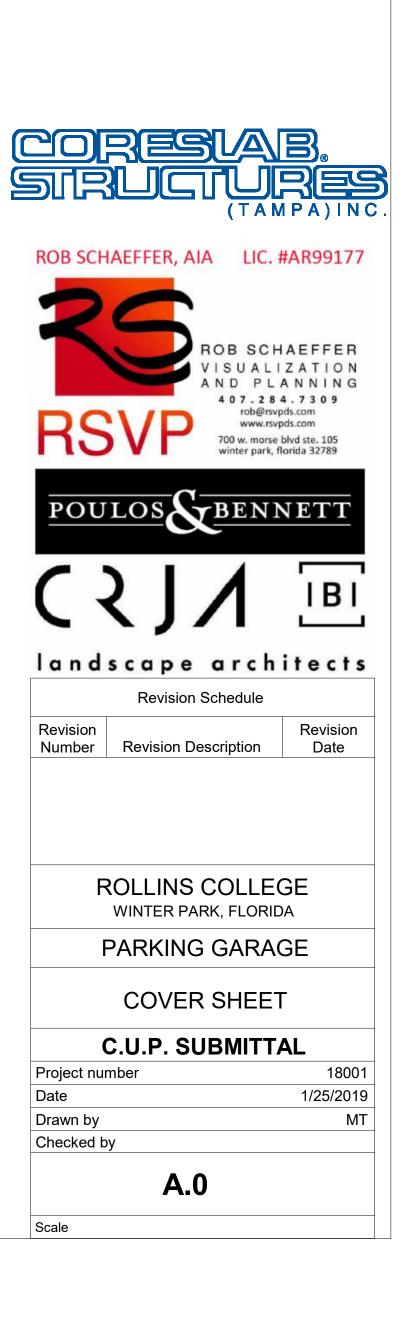
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Type Backup Material

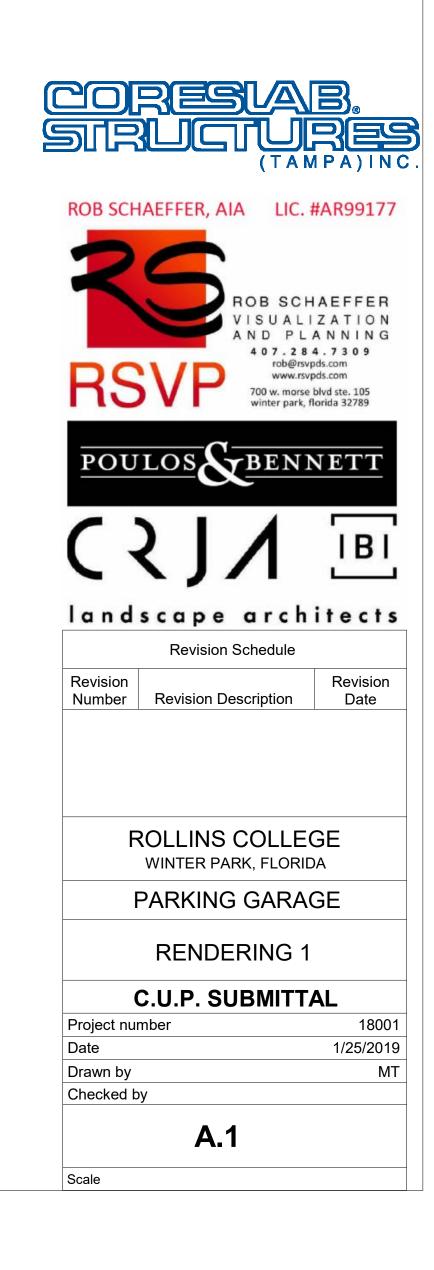


ROLLINS PARKING GARAGE CUP SUBMITTAL Revisions to previously submitted CUP set

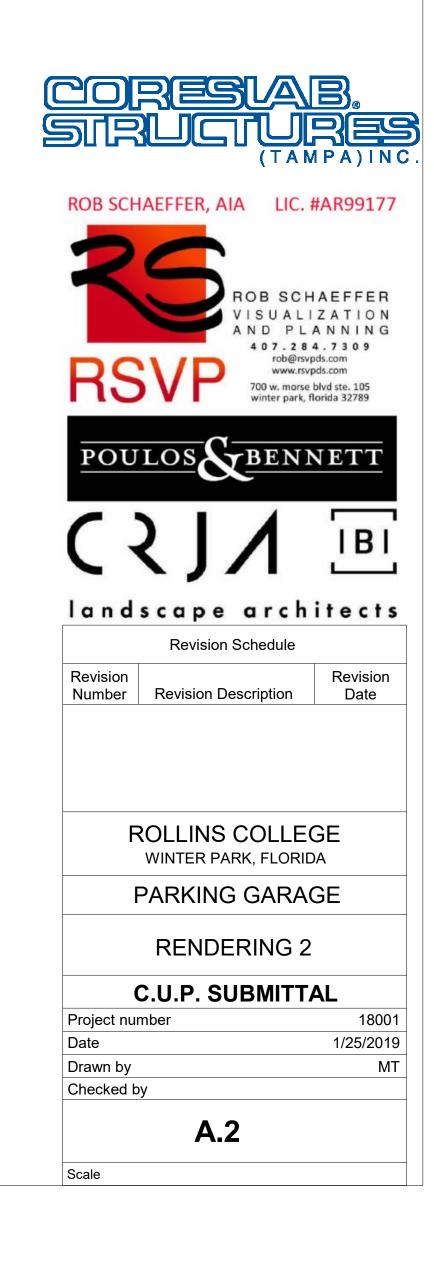
Revised 1-25-2019

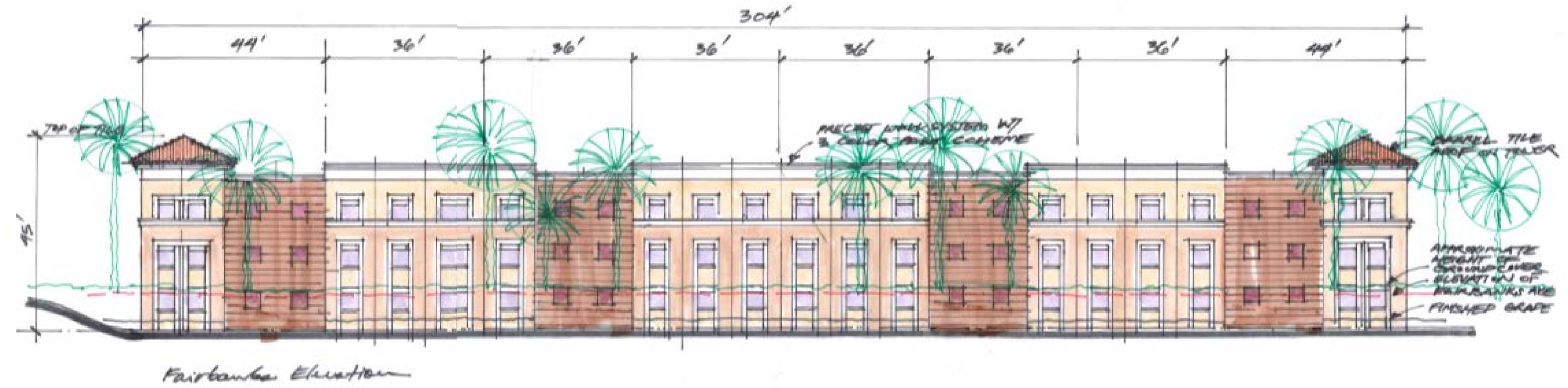


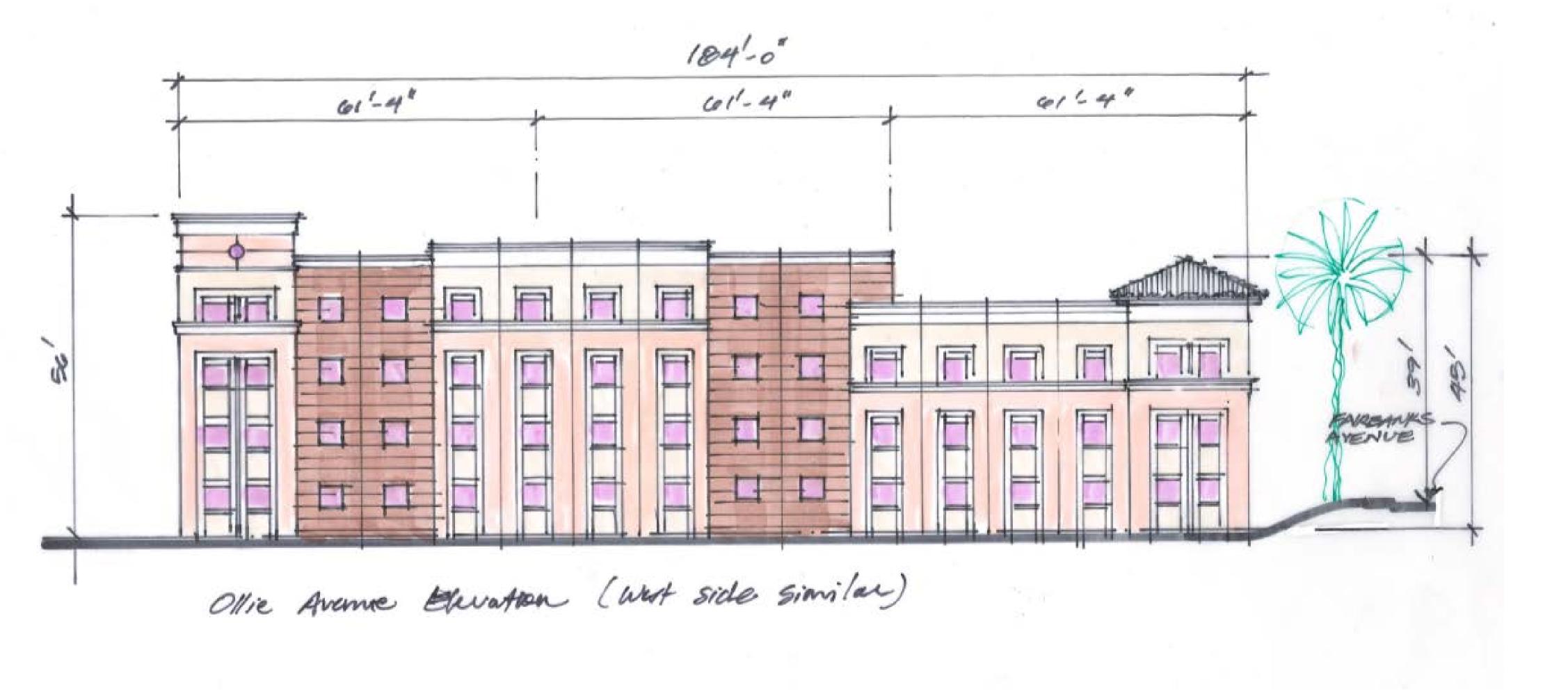


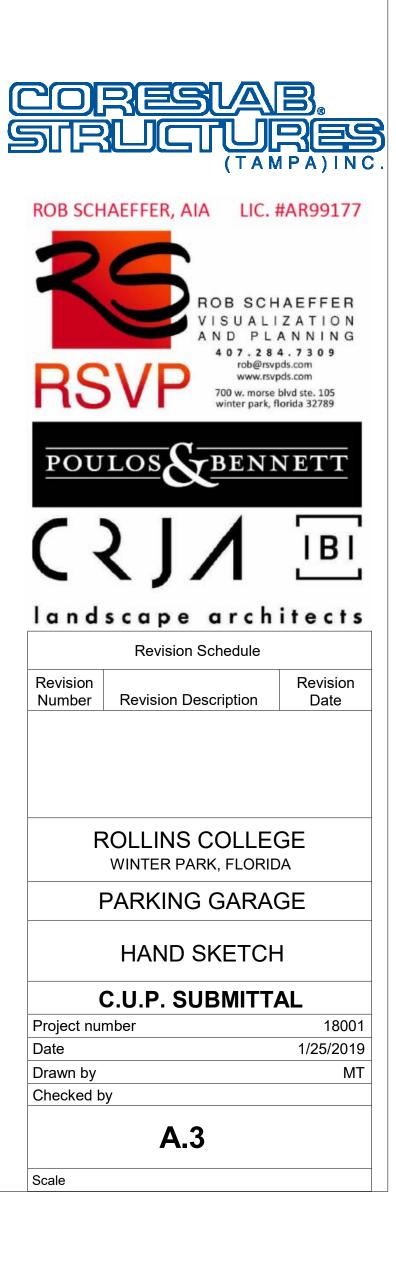


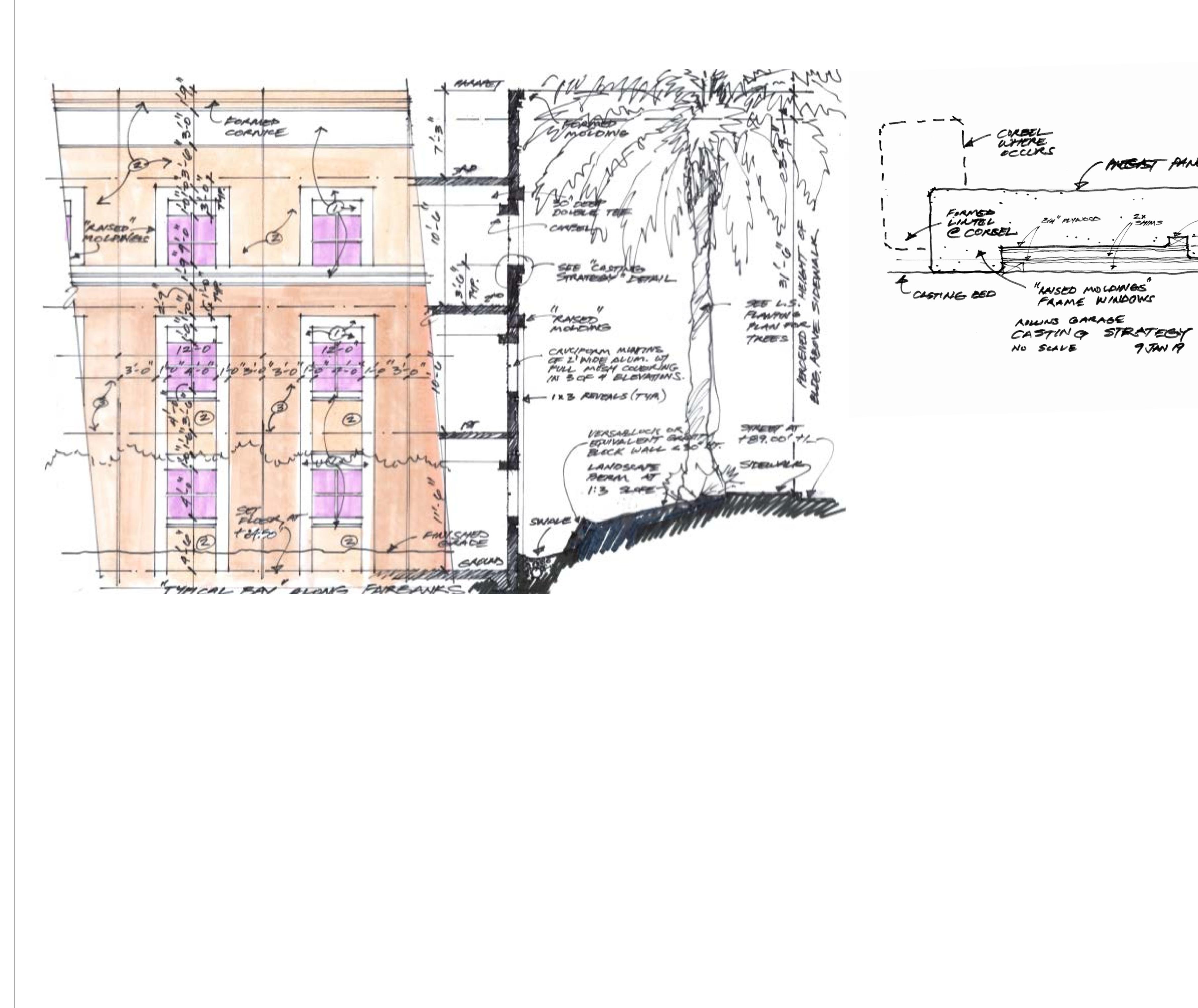


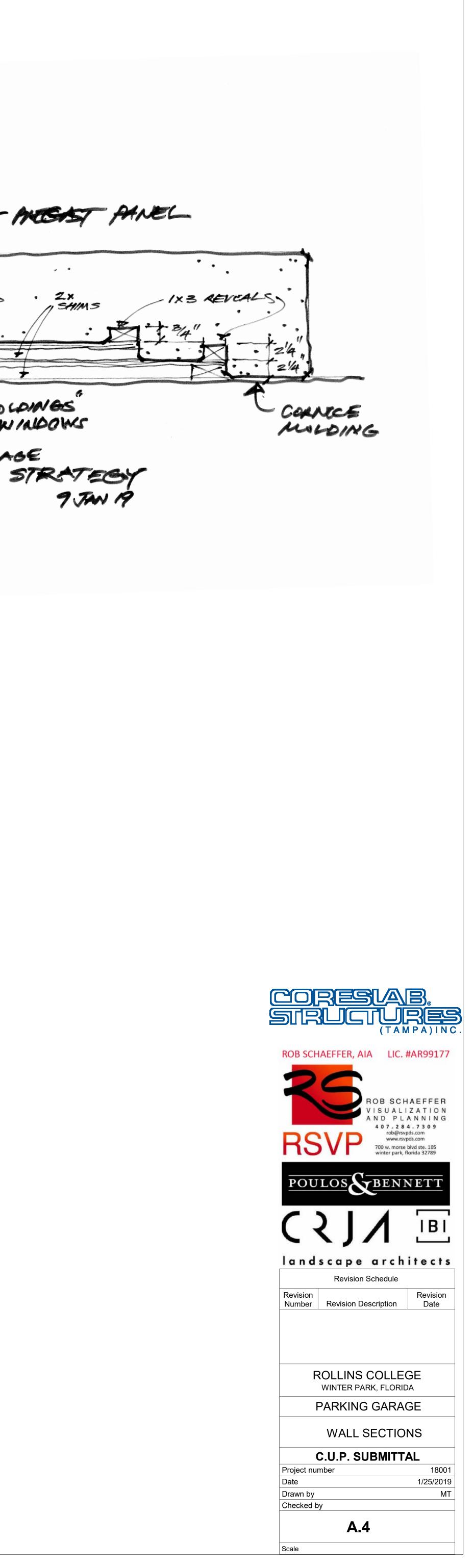


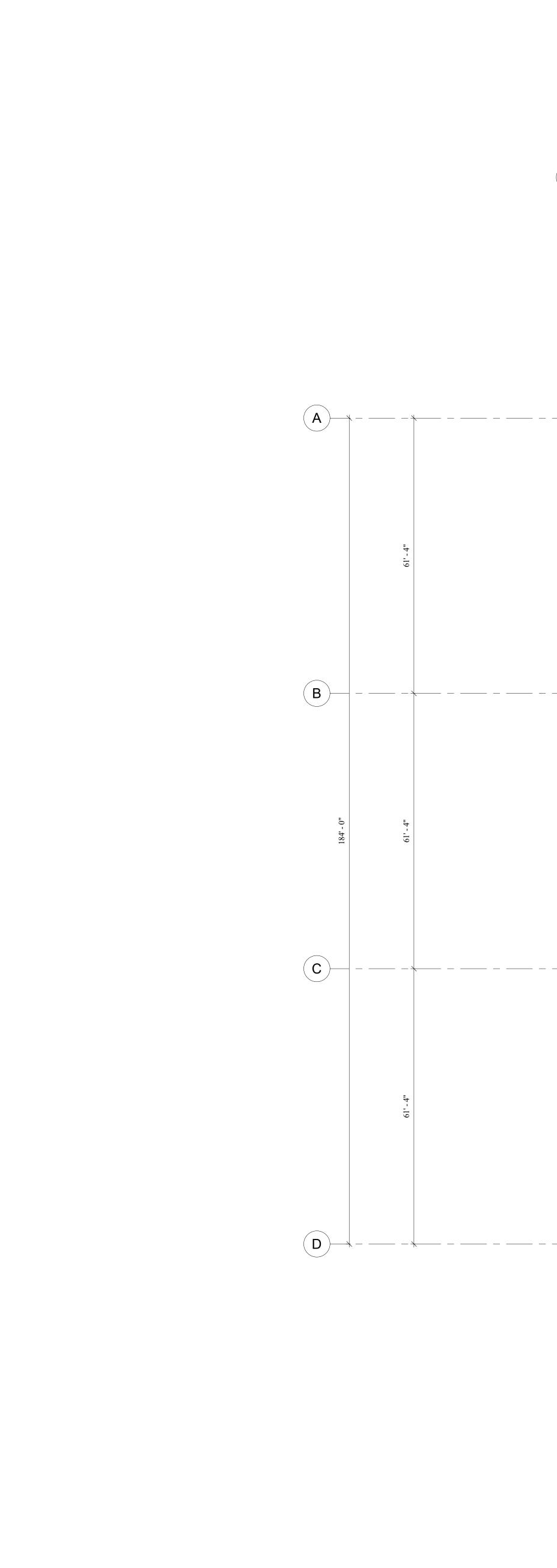


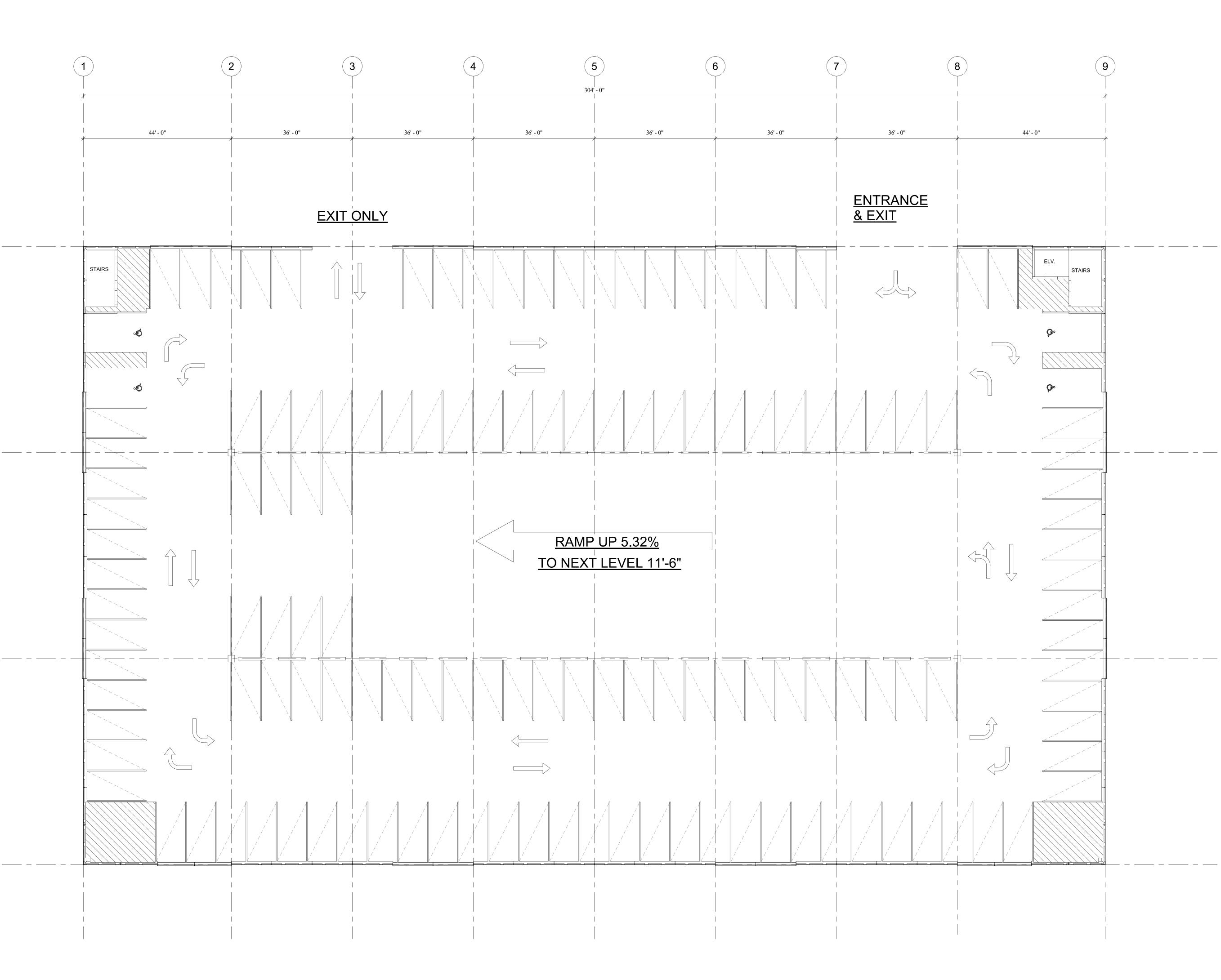






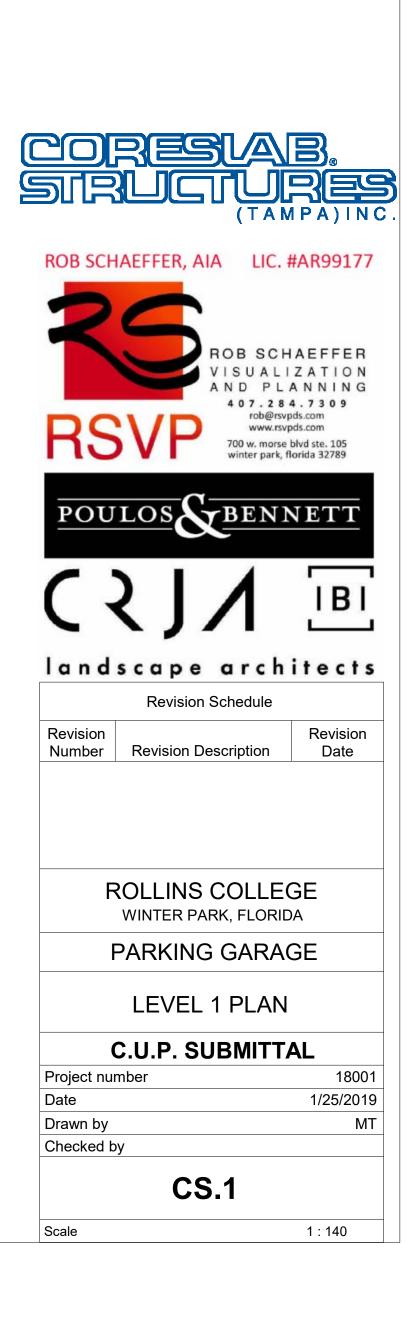


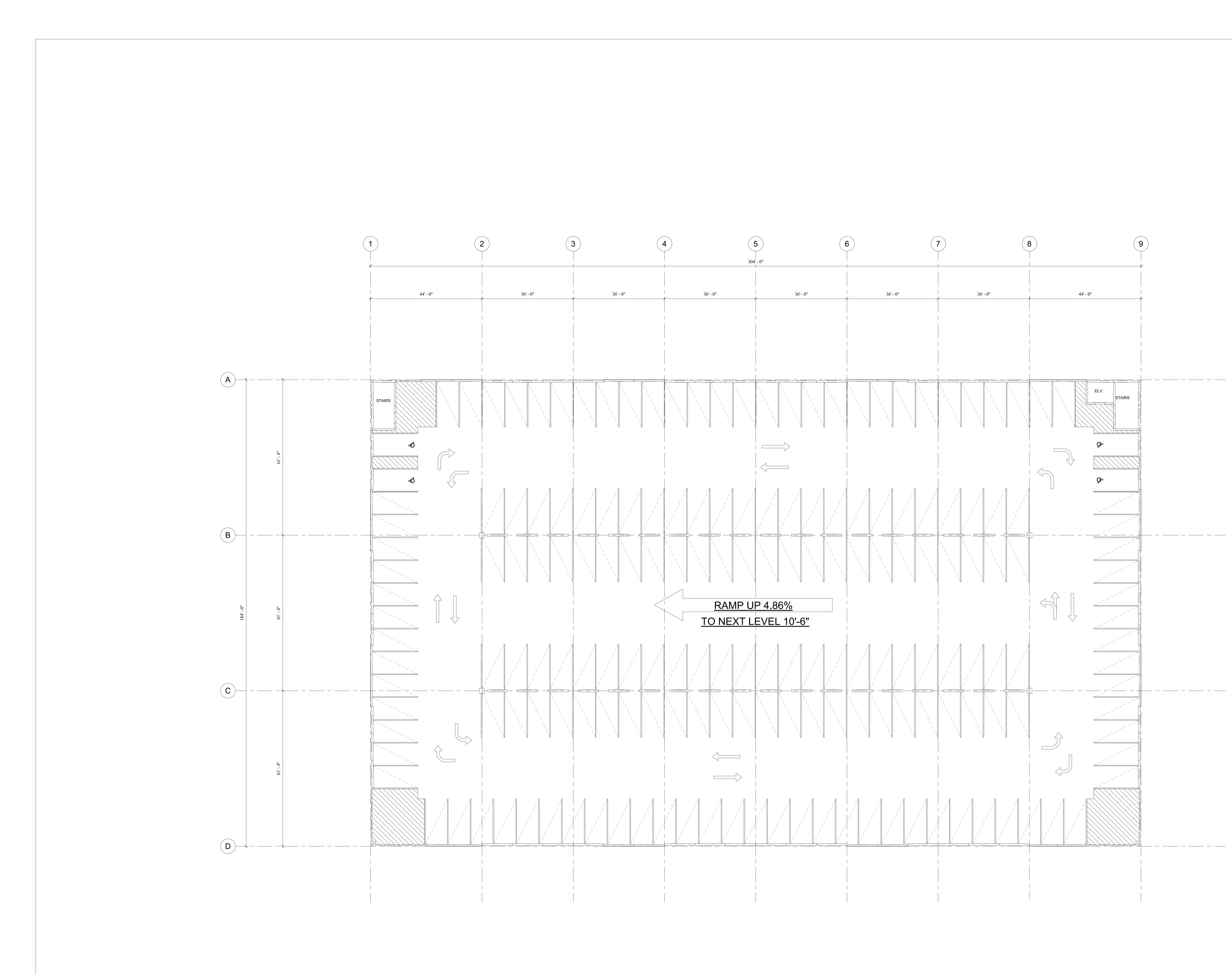




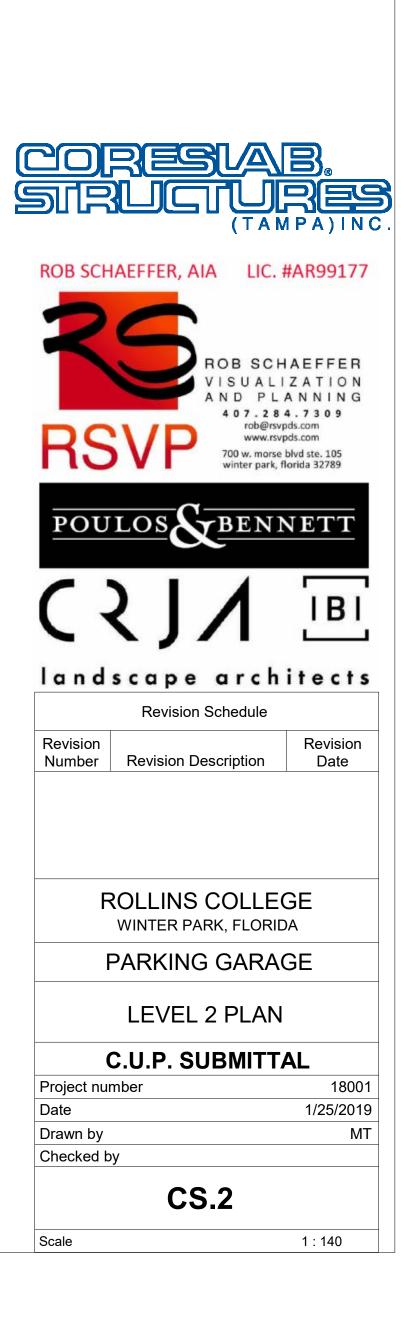
1 LEVEL 1 CS.1 1:140

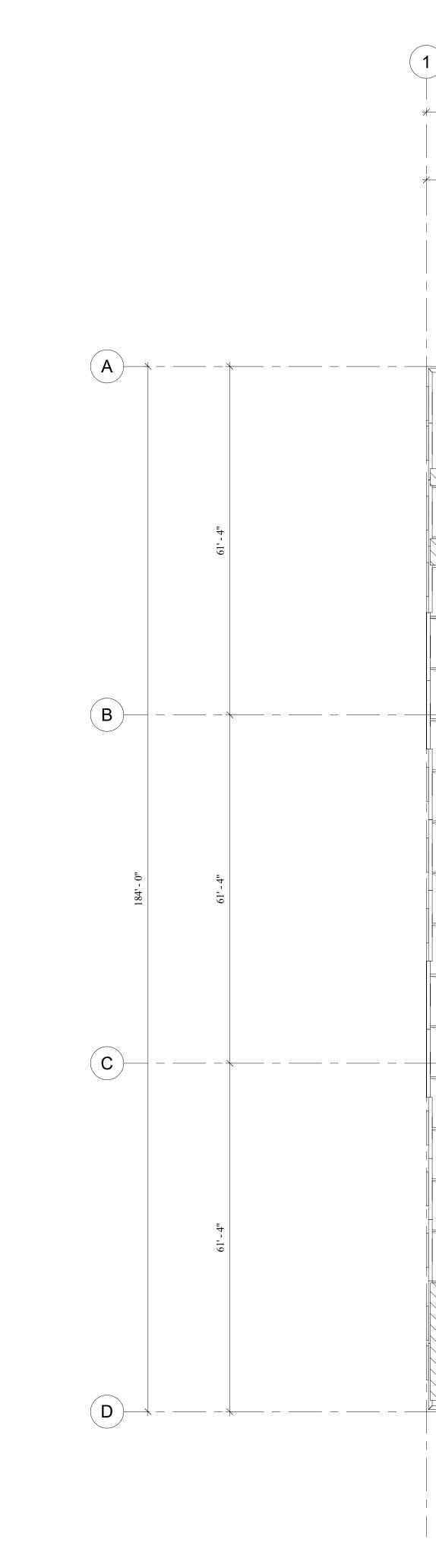
	PARKING LEGEND				
LEVEL		CMPT. SPACE 8'-0"	ACCESSIBLE SPACE 12'-0"		SPACES
	9'-0" 8'-		CAR	VAN	
LEVEL 1	109	0	0	4	113
LEVEL 2	179	0	4	0	183
LEVEL 3	179	0	4	0	183
LEVEL 4	179	0	4	0	183
LEVEL 5	118	0	2	0	120
TOTAL	766	0	14	4	784
TYPICAL SPACES (9'-0" x 18'-0") ACCESSIBLE SPACES (12'-0" x 18'-0") WITH 5'-0" ACCESSIBLE AISLE.					

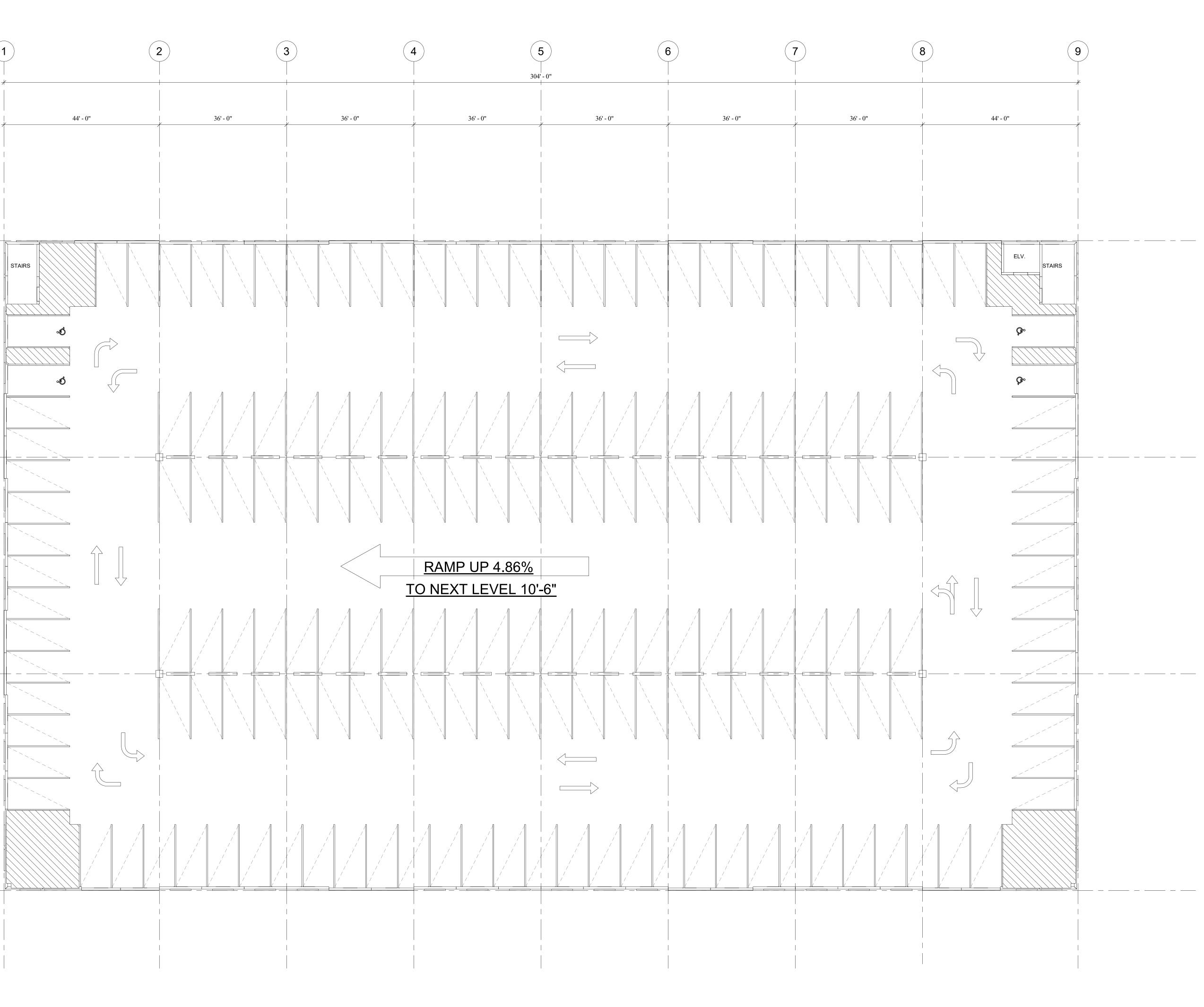




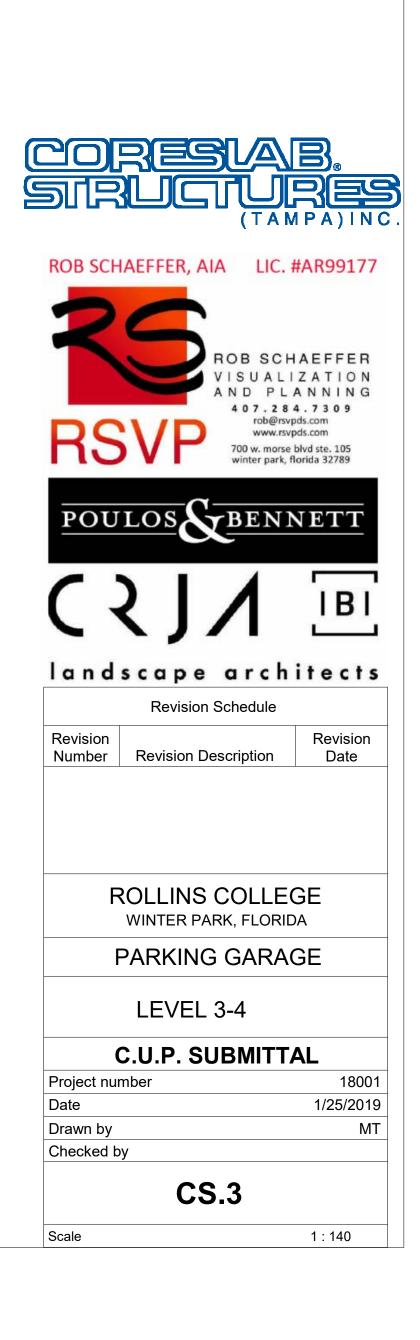
1 LEVEL 2 CS.2 1:140

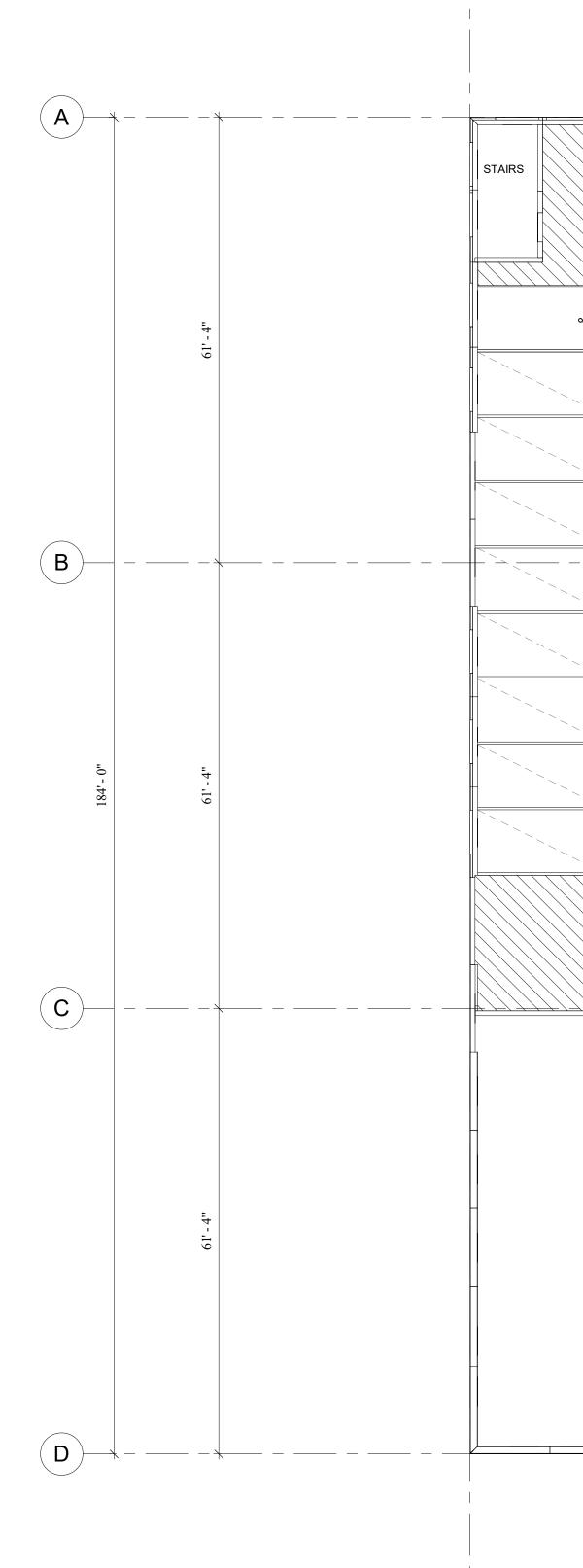


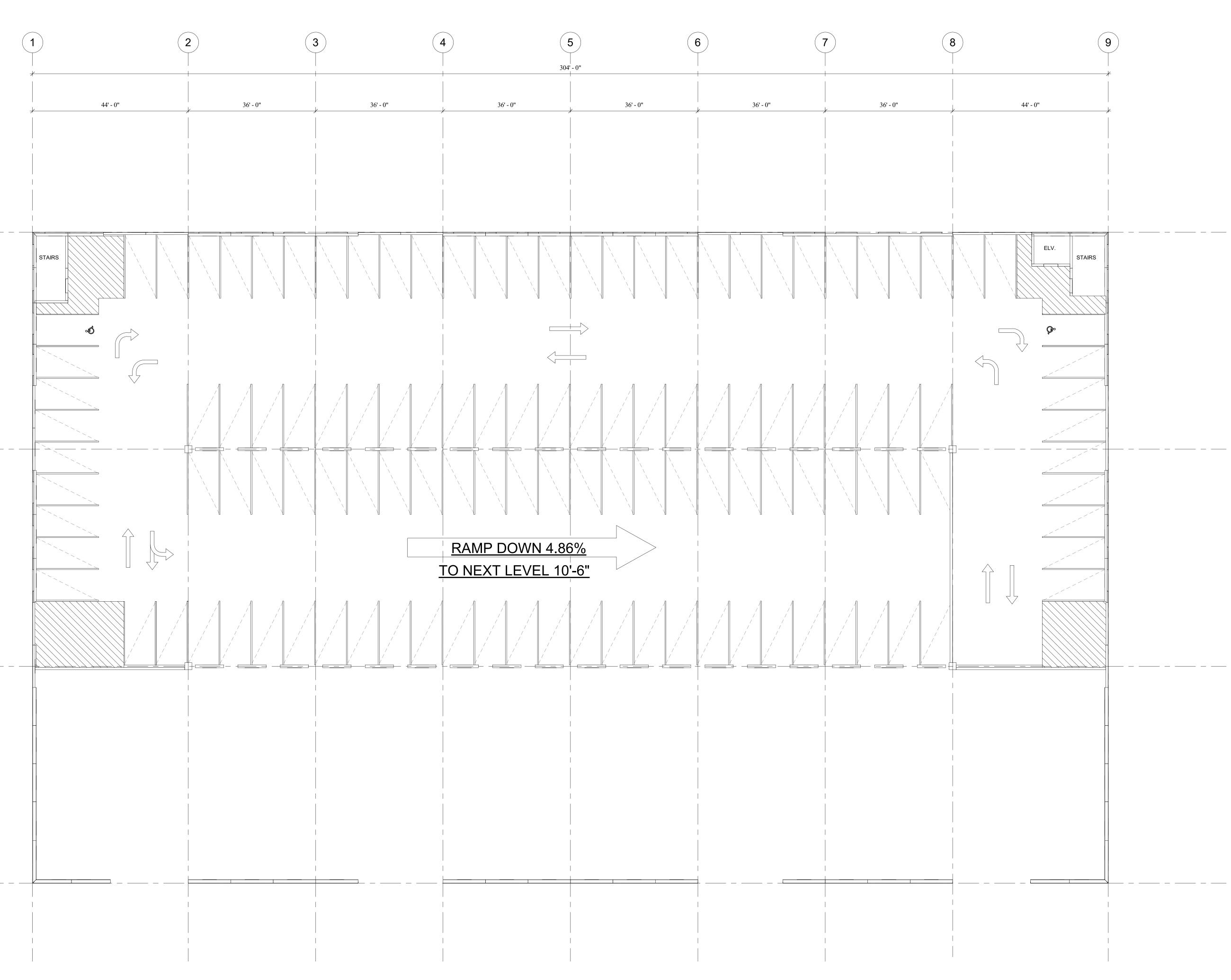




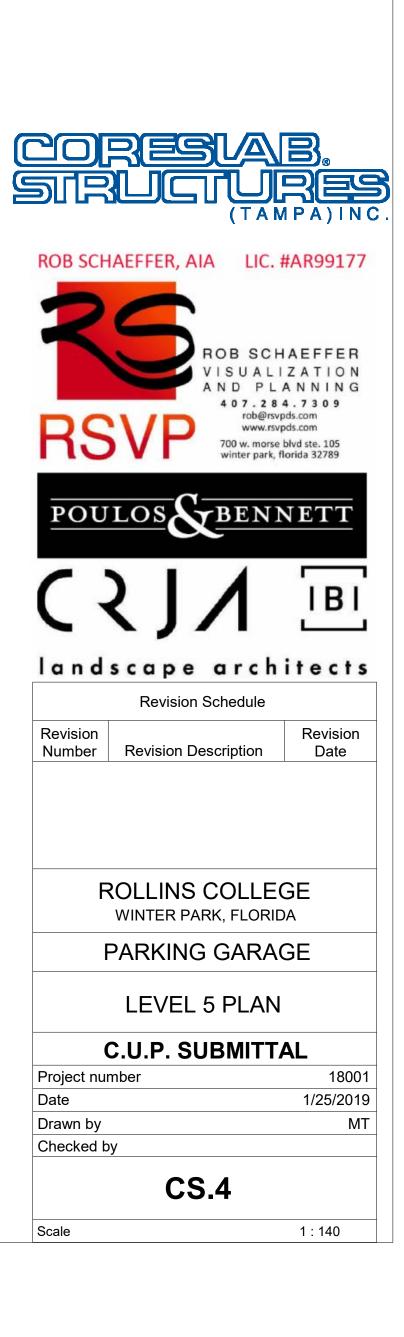
1 LEVEL 3-4 CS.3 1:140

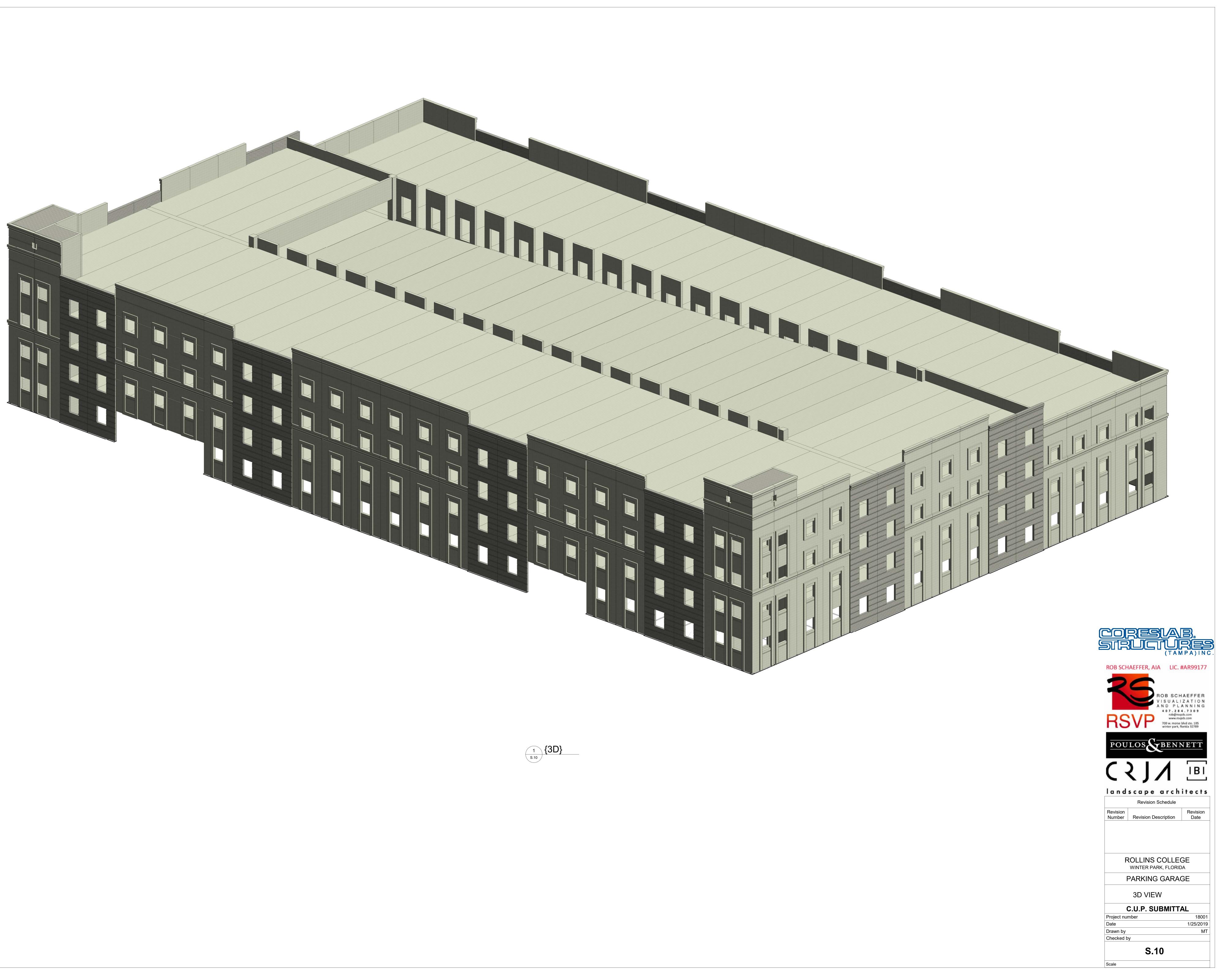


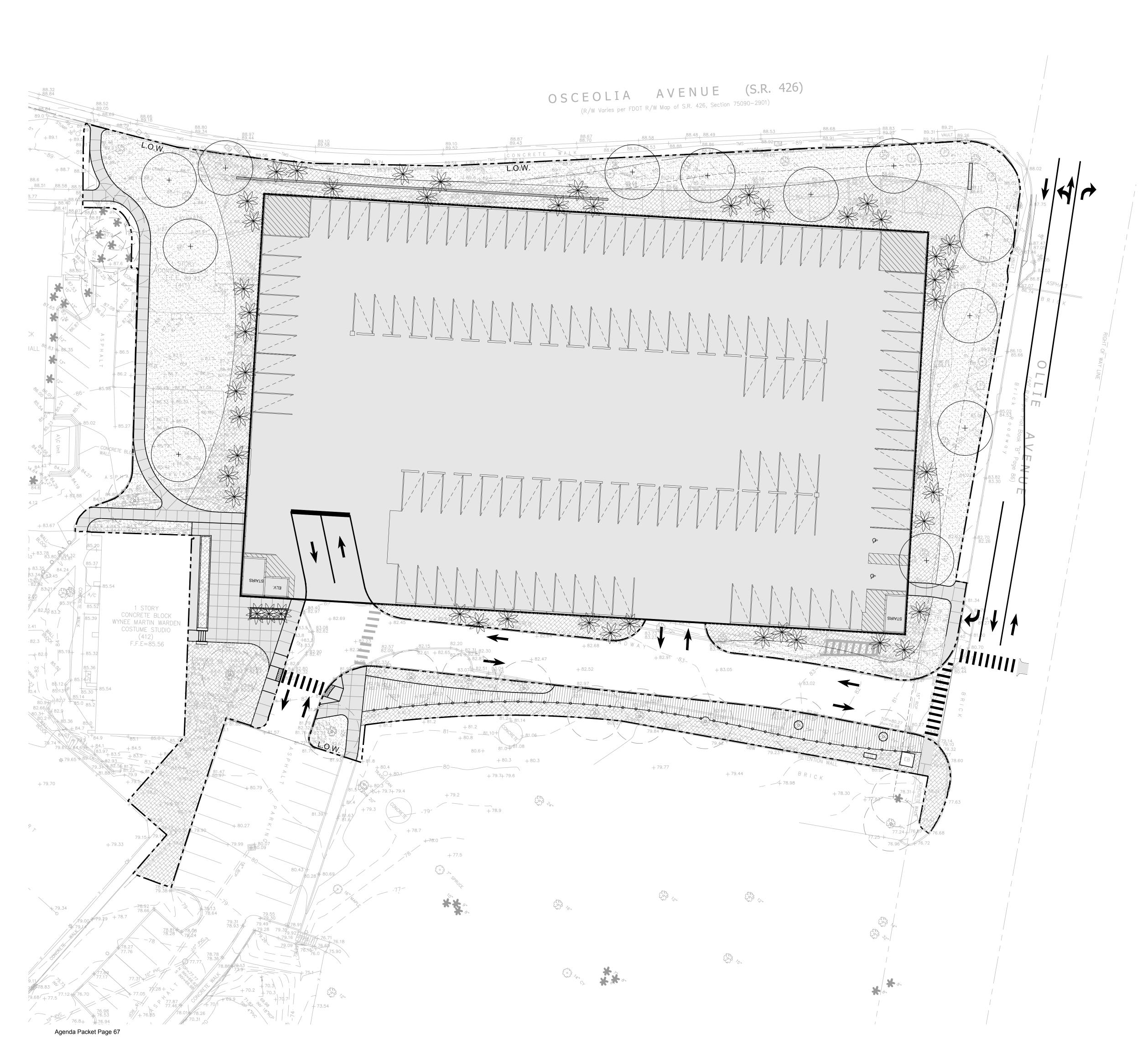




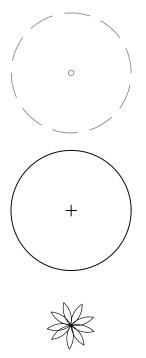
1 LEVEL 5 CS.4 1 : 140







PLANTING LEGEND

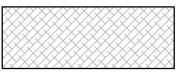


EXISTING TREE TO REMAIN

PROPOSED DECIDUOUS TREE -(QUERCUS VIRGINIANA)



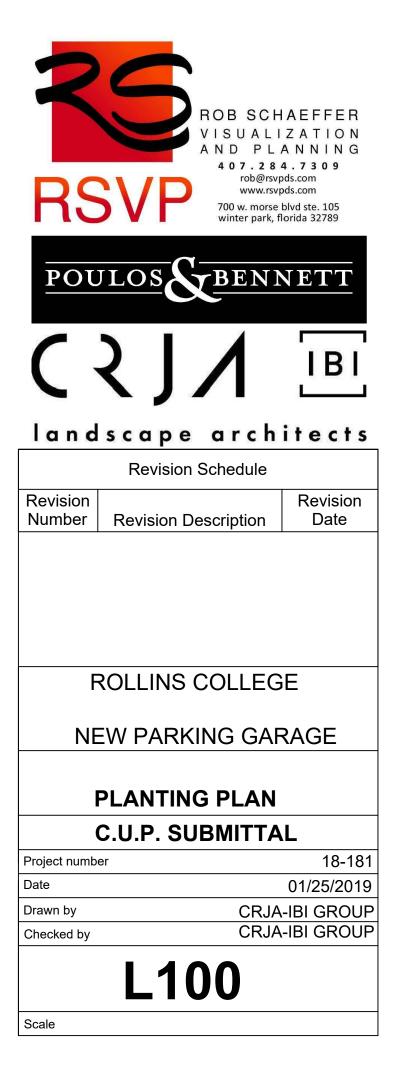
PROPOSED PALM (SABAL PALM)



PROPOSED SHRUB PLANTING

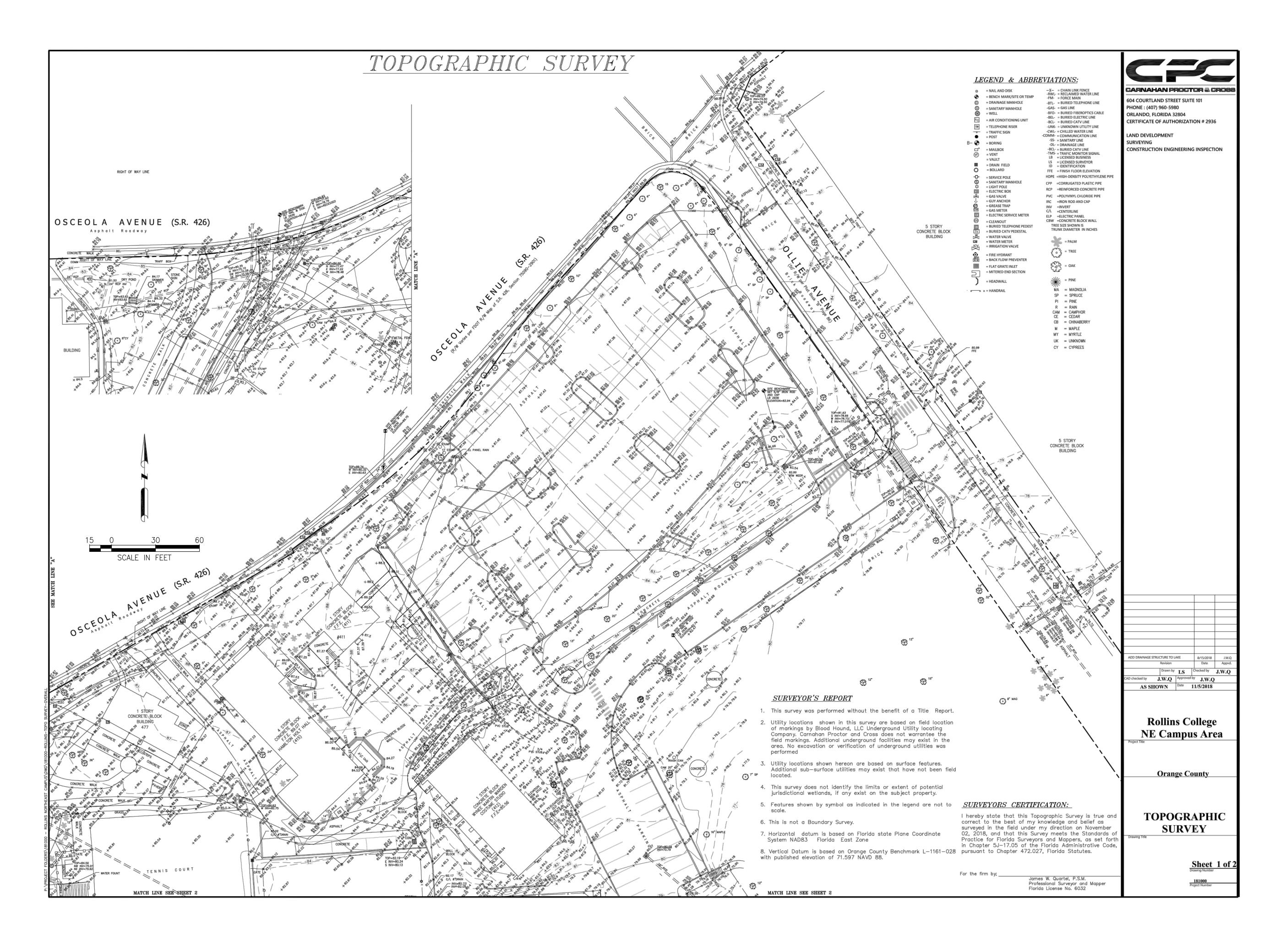


PROPOSED IRRIGATED LAWN

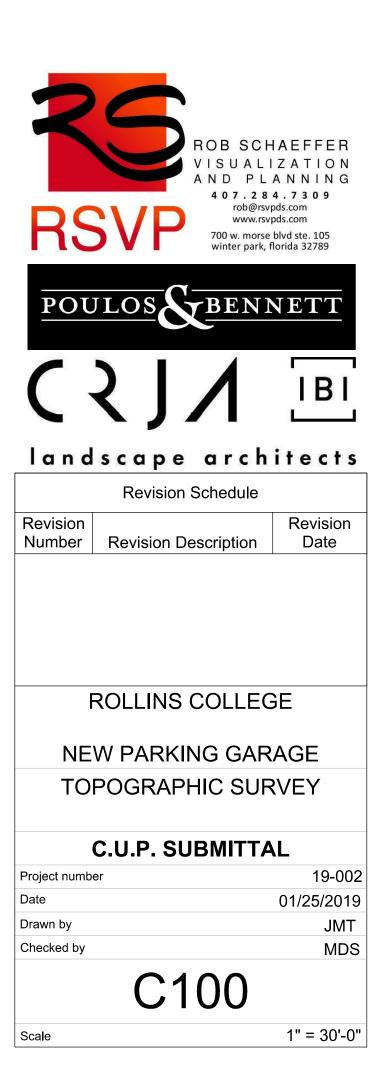








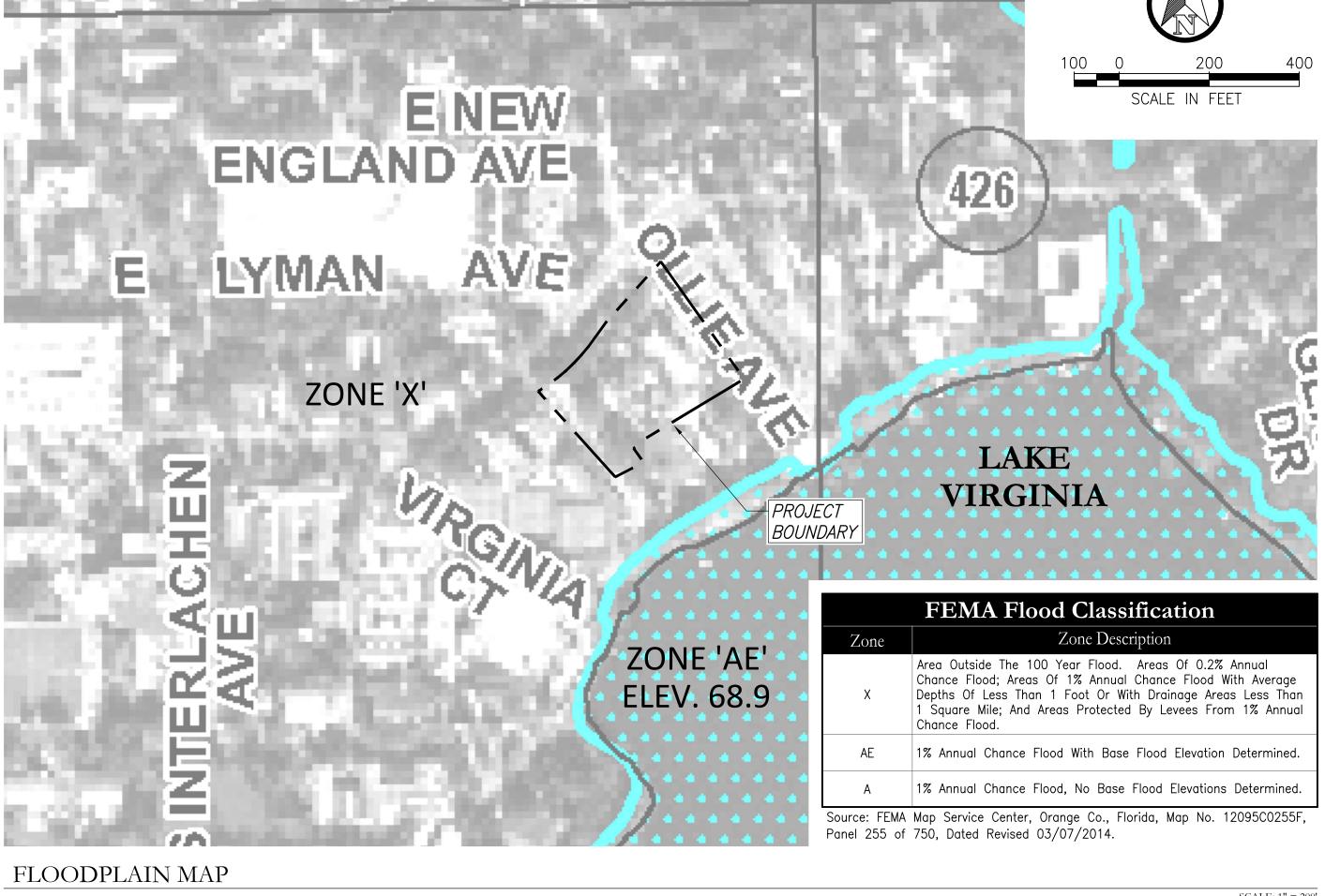


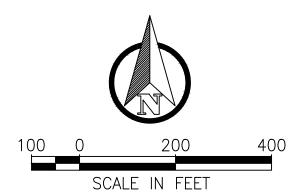


EXISTING CONDITIONS PLAN

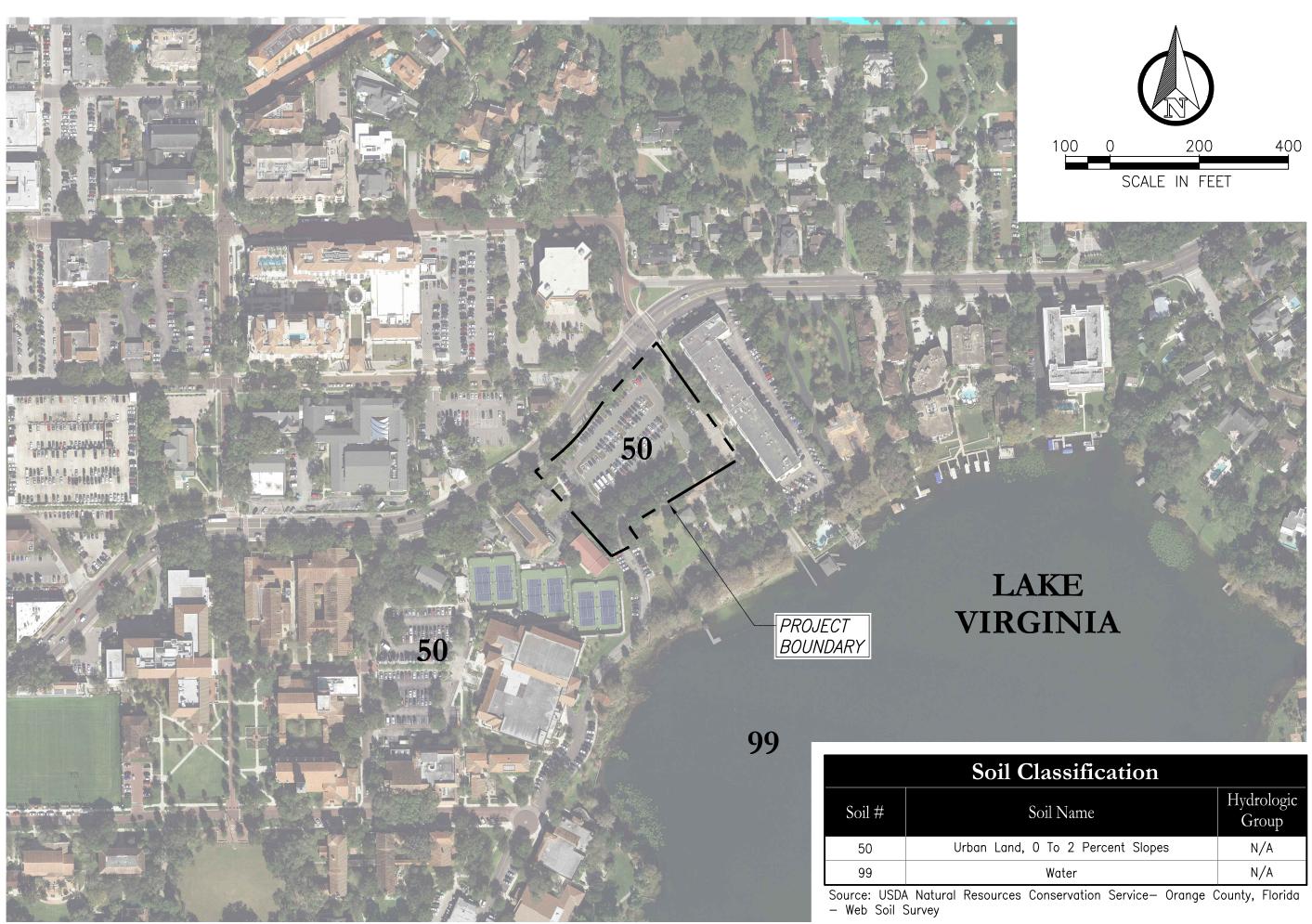
ZONING MAP



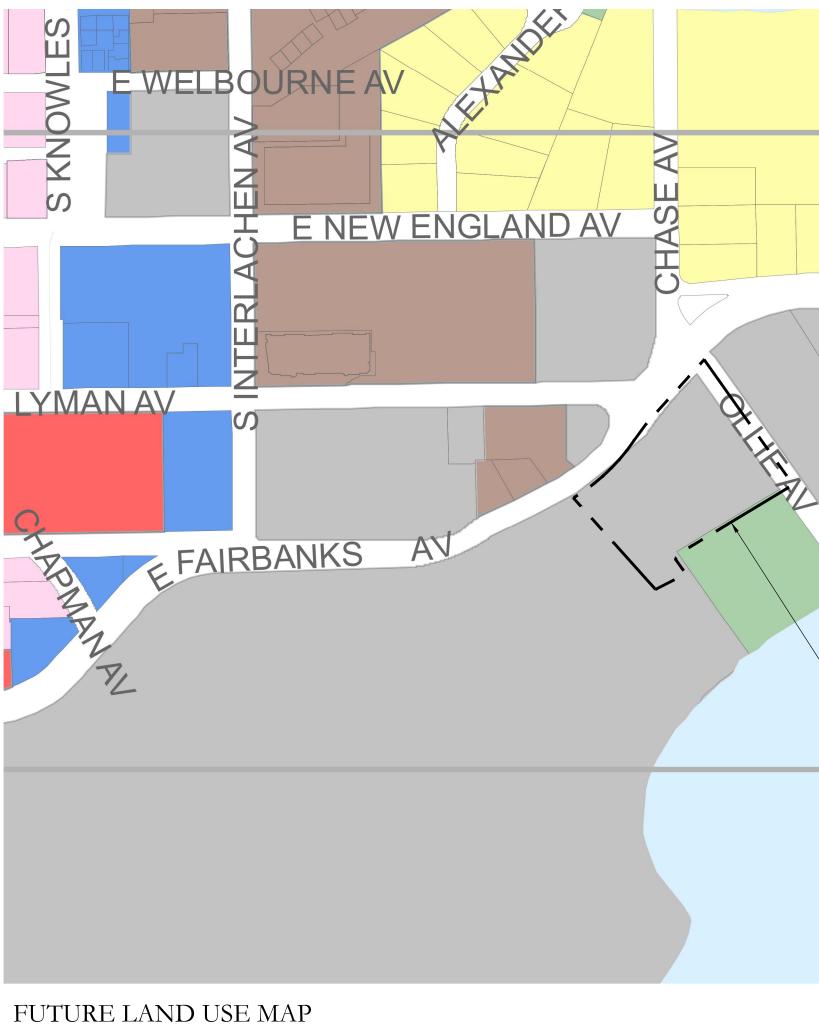




SCALE: 1" = 200'



AERIAL & SOILS MAP



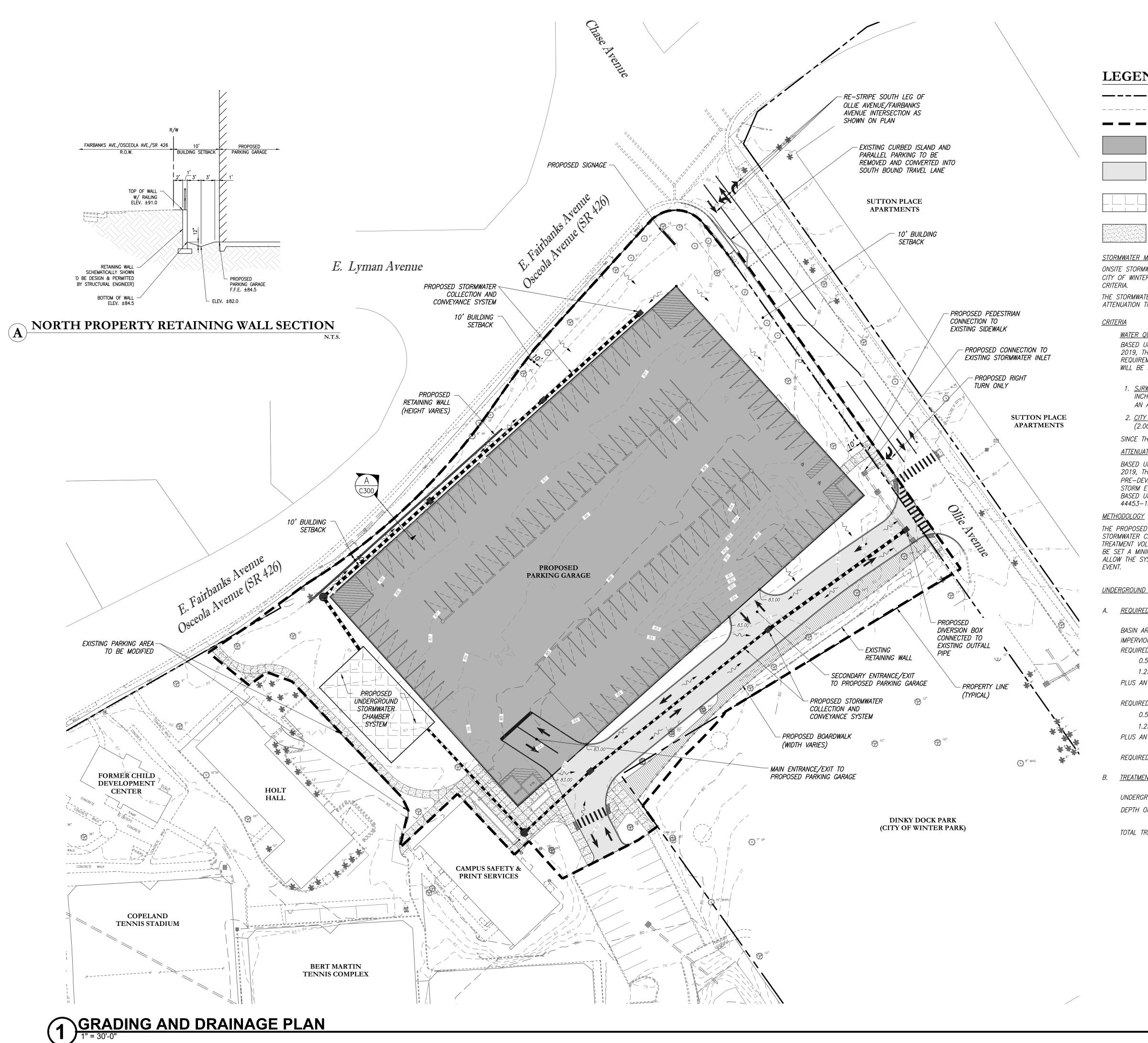
C \triangleleft OSCEOI 200 ROB SCHAEFFER SCALE IN FEET VISUALIZATION AND PLANNING 407.284.7309 rob@rsvpds.com www.rsvpds.com N 700 w. morse blvd ste. 105 winter park, florida 32789 OSCEOLA HERIT POULOS IBI landscape architects **Revision Schedule** Revision Revision Number Revision Description Date LAKE PROJECT BOUNDARY VIRGINIA **ROLLINS COLLEGE** NEW PARKING GARAGE EXISTING CONDITIONS PLAN Future Land Use Classification Future Land Use Description C.U.P. SUBMITTAL Institutional Project number 19-002 Open Space Recreation 01/24/2019 Date High Density Residential JMT Drawn by Source: City of Winter Park Future Land Use Map MDS Checked by C200

SCALE: 1" = 200'

SCALE: 1" = 200'

Scale

1" = 200'-0"



LEGEND

	RIGHT–OF–WAY/PROPERTY LINE BUILDING SETBACK LINE
	BASIN LINE PROPOSED PARKING GARAGE
	PROPOSED PAVEMENT
	PROPOSED STORMWATER UNDERGROUND CHAMBER SYSTEM (SIZE & LOCATION TO BE FINALIZED DURING FINAL ENGINEERING DESIGN & PERMITTING)
	PROPOSED CONCRETE SIDEWALK

STORMWATER MANAGEMENT:

ONSITE STORMWATER MANAGEMENT FACILITIES SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF WINTER PARK AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD)

THE STORMWATER MANAGEMENT SYSTEM SHALL PROVIDE WATER QUALITY TREATMENT AND ATTENUATION THROUGH AN UNDERGROUND RETENTION SYSTEM.

WATER QUALITY

BASED UPON A PRE-APPLICATION MEETING WITH SJRWMD STAFF ON JANUARY 10, 2019, THE UNDERGROUND CHAMBER SYSTEM WILL BE NEED TO MEET THE REQUIREMENTS OF AN EXFILTRATION SYSTEM. THE UNDERGROUND CHAMBER SYSTEM WILL BE REQUIRED TO PROVIDE WATER QUALITY TREATMENT VOLUMES AS FOLLOWS:

- 1. <u>SJRWMD CRITERIA:</u> RETENTION OF THE FIRST ONE-HALF INCH (0.50 IN.) OR 1.25 INCHES OF RUNOFF FROM THE IMPERVIOUS AREA, WHICHEVER IS GREATER, PLUS AN ADDITIONAL ONE HALF INCH (0.50 IN.) OF RUNOFF FROM THE DRAINAGE AREA.
- 2. <u>CITY OF WINTER PARK CRITERIA:</u> RETENTION ONSITE OF THE FIRST TWO INCHES (2.00 IN.) OF RUNOFF FROM ALL IMPERVIOUS SURFACES.

SINCE THE SJRWMD CRITERIA IS MORE STRINGENT, THE SJRWMD CRITERIA WILL GOVERN. <u>ATTENUATION</u>

BASED UPON A PRE-APPLICATION MEETING WITH SJRWMD STAFF ON JANUARY 10, 2019, THE POST-DEVELOPMENT DISCHARGE SHALL BE LESS THAN THE PRE-DEVELOPMENT DISCHARGE FOR THE MEAN ANNUAL AND 25-YEAR/24-HOUR STORM EVENT. THE PRE-DEVELOPMENT CONDITIONS USED IN THE ANALYSIS WILL BE BASED UPON THE PRE-DEVELOPMENT DATA AS PRESENTED IN SJRWMD PERMIT NO. 44453–13.

THE PROPOSED STORMWATER MANAGEMENT SYSTEM CONSISTS OF AN UNDERGROUND STORMWATER CHAMBER SYSTEM WHICH IS SIZED TO PROVIDE THE REQUIRED WATER QUALITY TREATMENT VOLUME AND PEAK ATTENUATION. THE BOTTOM OF THE CHAMBER SYSTEM WILL BE SET A MINIMUM OF 2 FT. ABOVE THE SEASONAL HIGH GROUND WATER ELEVATION AS TO ALLOW THE SYSTEM TO RECOVER VIA INFILTRATION WITHIN 72 HOURS OF THE RAIN STORM

UNDERGROUND CHMABER SYSTEM (PRELIMINARY STORMWATER CALCULATIONS)

A. <u>REQUIRED STORAGE VOLUME CALCULATION:</u>

BASIN AREA = 2.33 ACRES IMPERVIOUS AREA = 1.57 ACRES REQUIRED TREATMENT VOLUME, THE GREATER OF: 0.5" X DRAINAGE AREA 1.25" X IMPERVIOUS AREA PLUS AN ADDITIONAL 0.5" FROM THE DRAINAGE AREA

REQUIRED TREATMENT VOLUME:

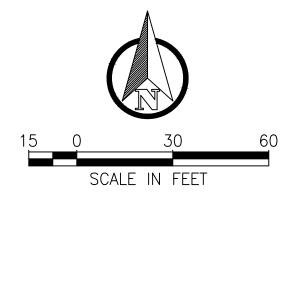
 $0.5" \times 2.33 \text{ ACRES } \times \frac{1}{12}" = 0.10 \text{ AC}-FT$ $1.25" \times 1.57 \text{ ACRES } \times \frac{1}{12}" = 0.16 \text{ AC}-FT$ PLUS AN ADDITIONAL 0.10 AC-FT (0.5" X DRAINAGE AREA)

REQUIRED TREATMENT VOLUME = 0.26 AC-FT

B. <u>TREATMENT VOLUME PROVIDED</u>

UNDERGROUND RETENTION AREA = 0.06 AC. DEPTH OF CHAMBERS = 4.40 FT.

TOTAL TREATMENT VOLUME PROVIDED = 0.26 AC-FT



Scale			1" = 30'-0"
	C2	100	
Checked by	-		MDS
Drawn by			JMT
			01/25/2019
Project numb	er		19-002
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2	S	ROB SCH VISUALI AND PL 407.284	Z A T I O N A N N I N G

Scity commission agenda item

item type Public Hearings	meeting date 2/25/2019		
prepared by Planning	approved by City Manager, City Attorney		
board approval yes final vote			
strategic objective Exceptional Quality of Life, Intelligent Growth and evelopment			

subject

Request of Rollins College for:

 Conditional Use approval for Phase II of the Alfond Inn (pursuant to the Developer's Agreement, as amended by the City of Winter Park and Rollins College, dated December 16, 2011) to build 73 additional hotel rooms, 12,000 square feet of new spa/health club space, and 2,140 square feet of additional meeting space/gallery, added to the existing Alfond Inn at 300 East New England Avenue.

motion / recommendation

Recommendation is for approval of the final conditional use for the expansion of the Alfond Inn, as presented, with one condition:

1. That Rollins provide stickers and R-Cards that will allow 20 Library employees to park in either the new Ollie garage or in the SunTrust garage, until such time as the new Library is completed.

background

Rollins College is requesting approval to amend the Conditional Use previously granted for the Alfond Inn at 300 E. New England Avenue, pursuant to the approved Development Agreement in order to expand the Alfond Inn with 73 additional hotel rooms, a 12,000 square foot spa/health club, and 2,140 square feet of new meeting/gallery space.

Prior Hotel History: This Conditional Use request for the Alfond Inn expansion is a Development Agreement 'amendment' because the original project on the Langford Hotel site was approved in August, 2001. As background, the original Langford Hotel was built and operated on this site based on the R-4 conditional use provision for "apartment hotels". That "apartment hotel" Conditional Use was defined as a project with at least 24 permanent apartments/condos and then the balance of the project could function as a commercial hotel. Prior to the sale of the Langford Hotel, the 24 permanent units were across New England Ave. at the Langford apartments. As the Langford apartments were not part of the sale in August, 2001, in order to fulfill the requirements for permanent units and to help defray the cost of the project, the City approved the condominium, "The Residences", at the corner of Lyman and Interlachen Avenues.

Over the intervening years, there were six different amendments approved to the original redevelopment plans. Sometimes it was just a different internal makeup of the project and other times the building project was modified. Those amendments changed the numbers of hotel rooms, physical area of spa/health club, restaurant and ballroom/meeting room areas. At one time, the project was to be a condo-hotel. Various changes transpired until the 6th amendment was approved in November 2007. Rollins College purchased the property in 2009 and came to the City in 2011 for the approvals that resulted in the Alfond Inn, as we know it today. That final Development Agreement 7th Amendment is attached. However, that 7th Amendment operates under the entitlements granted by the 6th Amendment which states that Rollins College "may apply to further amend the Conditional Use up to the entitlements granted by the previous Development Agreement amendments". Those entitlements from the 6th amendment were 75 feet of building height, 250 rooms, restaurant/bar of 4,395 sq. ft., spa/health club of 12,000 sq. ft., ballroom/meeting rooms space of 14,570 sq. ft and a six level parking garage of 436 spaces. The current Alfond Inn is Phase I of the project, and this application is for Phase II, which is within the entitlements granted by the City in 2007.

Luxury Quality Hotel: One of the provisions of the original Development Agreement approved in August 2001 and thereafter was that the proposed hotel would be a "luxury hotel". That was the one of the important rationales for the allowances for extra building height over that normally permitted by R-4 zoning. Otherwise the hotel meets the other R-4 zoning criteria. Certainly nothing in the style and operation of the Alfond Inn has disappointed the City in terms of a luxury hotel experience.

The Alfond Inn Expansion: This Alfond Inn expansion takes place on top of the existing surface parking lot on the east side of the current hotel. The first floor of the Alfond Inn expansion contains the new meeting space/gallery; some health club/workout space; a portion of the spa and back-of-house areas for deliveries and kitchen and other service needs. The new health club/spa along the New England Avenue frontage will encompass most of the second floor. The new hotel rooms are on floors three through five.

The hotel addition is maintaining the same five stories in height as the current Alfond Inn. The proposed building height is 59 feet to the roof elevation and 69 feet to the top of the roof elements, same as the existing heights. In all the previous hotel plans approved by the City since August, 2001, the building height, permitted was up to 75 feet with an additional 5 feet for parapet walls. The proposed hotel then is within that allowance.

This Alfond Inn expansion meets the existing R-4 compliant front setbacks of 20 feet from New England and Lyman Avenues, as well as the 20 foot setback from the eastern (Library) side. It meets the R-4 impervious coverage code maximum of 85%. The total expanded hotel building footprint of 79,143 square feet is 54.2% of the lot area versus the R-4 code maximum of 55%. The floor area ratio on this 3.35

acre site for the original 104,176 square foot Hotel and this 146,323 square foot expansion is 171.5%, within the permitted 200% FAR. Storm water retention and treatment already exists on-site. This Hotel expansion occurs on top of the existing parking lot so there is no new added impervious coverage to the site.

Parking Allocation and the Parking Management Plan: In 2011, just as with today, the Parking Code requirement for the Alfond Inn is based on the cumulative requirement of one space per room, one space per every 4 restaurant/bar seats and one per 250 square feet for the retail and ballroom meeting space. That parking requirement was 235 spaces.

Given the existing 115 spaces on-site, Rollins College submitted in 2011, a Parking Management Plan (PMP) to explain to the City how the Hotel would function to meet Code using spaces at the Sun Trust garage (based on unused spaces in the garage) and how the Alfond Inn would function for peak usage events and at nights based on valet operations. The parking management plan was subsequently reinforced with the arrangement with All Saints, for joint use of their parking lot on Lyman Avenue (post approval). The PMP was a reassurance document that normal and peak parking could be accommodated and specifically how that could occur. The applicant has provided updated parking materials from the Olympia Companies that manages the Alfond Hotel related to the actual parking use statistics that they experience which is valuable in terms of the real world operational characteristics of the Alfond Inn.

The City Parking Code based on the cumulative formula above requires 130 spaces for the Expansion. The new total parking requirement is 365 spaces, which is 235 for existing Alfond Inn, plus 130 spaces for the Phase II Expansion.

The new submitted plans indicate 28 parking spaces on-site in the small surface parking lot on the east side. The City agreed in 2011 that 120 spaces can be counted from the SunTrust garage. The applicant is asking to increase that reliance upon the SunTrust garage up to 258 spaces. The balance is the 80 spaces in the All-Saints lot which makes up the difference. No one has questioned the adequacy of this parking arrangement during normal weekday and weekend occupancy. Any parking issues up to this point relate to the adequacy of parking during special events using the ballroom meeting space. That peak demand is not changing because the new smaller meeting rooms are not utilized if there is a function in the main ballroom.

The key question is whether there are 138 more empty parking spaces available in the SunTrust garage or asked differently, are there 258 total spaces open in the SunTrust garage to be used by the Alfond Inn. The answer is that right now that is not the case, but when the new Rollins College Ollie parking garage comes on line within the next few years, that will shift hundreds of cars into those 589 "net" new parking spaces.

The operators of the Alfond Inn, the Olympia Companies, has surveyed the actual parking numbers in the existing surface parking at the Alfond Inn. This is for the typical day and does not include when there is an event. Their data indicates that the daily numbers are far below what the Code would indicate as necessary. Keep in mind that the staff parks at SunTrust and many local people avoid the 'valet parking' when spaces are open nearby. Those averages are presented in the table below.

Alfond Inn Actual Parking Average Usage					
	Day Evening Overnight				
Weekday	25	37	40		
Weekend	40	55	75		

Parking Enforcement by the City: The conditions of approval of the Alfond Inn from 2011 remain in place and provide the City the ability to require operational changes should the Alfond Inn parking become an issue. Those conditions allow the City to request amendments to the Parking Management Plan and operational standards at any time as conditions warrant to include:

i) Methods of enforcement to assure compliance with the commitment that the hotel employees will park off-site at the SunTrust Garage or other off-site property;

ii) Methods to provide the 20 parking spaces on-site to staff at the Winter Park Public Library during library operating hours;

iii) Operational standards (staffing and hours) of the valet parking service; **Existing Parking for the Library:** The existing Development agreement provides for the Winter Park Library to park 20 employee cars in the Alfond Hotel parking lot. That will not be possible when that lot is reduced to 28 spaces. As a result, the alternative is to provide Rollins stickers and R-Cards that will allow those 20 Library employees to park in either the new Ollie garage or in the SunTrust garage, until such time as the new Library is completed.

Construction Parking: During the time period when this hotel expansion is underway, there will need to be alternative parking arrangements so that the hotel can operate and to accommodate hotel and construction materials deliveries and construction worker parking. In order for a building permit to be issued, a detailed construction management plan will need to be submitted and approved by the Building Department. What may help significantly, is again have the new Ollie parking garage completed in order to add more usable parking inventory.

Summary and Recommendation: The City has been fortunate to have Rollins College as the "owner/developer" of the Alfond Inn. The quality of the Hotel and of the operations have been a great reflection on the College and the City. The Alfond Inn has been a boost to the economy of the City and of the Central Business District/Park Avenue area that has resulted from this quality hotel bringing a steady stream of guests/visitors with disposable income to spend during their stay in the City. This expansion is proposed to meet the demand for Hotel stays. The expansion is within the entitlement of the Development Agreement and in conformance with the R-4 Code, including meeting the City's parking code requirements.

STAFF RECOMMENDATION IS FOR APPROVAL OF THE FINAL CONDITIONAL USE FOR THE EXPANSION OF THE ALFOND INN, as presented, with one condition:

1. That Rollins provide stickers and R-Cards that will allow 20 Library employees to park in either the new Ollie garage or in the SunTrust garage, until such time as the new Library is completed.

Planning and Zoning Board Minutes – February 5, 2019:

REQUEST OF ROLLINS COLLEGE FOR: CONDITIONAL USE APPROVAL FOR PHASE TWO OF THE ALFOND INN (PURSUANT TO THE DEVELOPER'S AGREEMENT, AS AMENDED BETWEEN THE CITY OF WINTER PARK AND ROLLINS COLLEGE, DATED DECEMBER 16, 2011) TO BUILD 73 ADDITIONAL HOTEL ROOMS, 12,000 SQUARE FEET OF NEW SPA/HEALTH CLUB SPACE AND 2,140 SQUARE FEET OF ADDITIONAL MEETING SPACE/GALLERY, ADDED TO THE EXISTING ALFOND INN AT 300 East NEW ENGLAND AVENUE.

Planning Manager, Jeff Briggs presented the staff report and explained that this Conditional Use request is for Phase 2 of the Alfond Inn expansion pursuant to the Developer's Agreement that has been in place since December of 2011. The request is to build 73 additional hotel rooms, a 12,000 square foot spa/health club, and 2,140 square feet of new meeting/gallery space.

Mr. Briggs provided the board with a history of the property from the initial approval in 2001 of a hotel to replace the Langford, through the various permutations until the 2011 approvals that resulted in the Alfond Inn, as it is known today. The important part is that this project is within the entitlements previously granted.

Mr. Briggs explained that the Alfond Inn expansion takes place on top of the existing surface parking lot on the east side of the current hotel. The hotel addition is maintaining the same five stories in height as the current Alfond Inn. The proposed building height is 59 feet to the roof elevation and 69 feet to the top of the roof elements, same as the existing heights. In all the previous hotel plans approved by the City since August, 2001, the building height, permitted was up to 75 feet with an additional 5 feet for parapet walls. The proposed hotel then is within that allowance.

This Alfond Inn expansion meets the existing R-4 compliant front setbacks of 20 feet from New England and Lyman Avenues, as well as the 20 foot setback from the eastern (Library) side. It meets the R-4 impervious coverage code maximum of 85%, building lot coverage and FAR. Storm water retention and treatment already exists on-site. This Hotel expansion occurs on top of the existing parking lot so there is no new added impervious coverage to the site.

Mr. Briggs reviewed the parking allocation and parking management plan, City parking enforcement, existing parking for the library and construction parking.

Mr. Briggs summarized by stating that the City has been fortunate to have Rollins College as the "owner/developer" of the Alfond Inn. The quality of the Hotel and of the operations have been a great reflection on the College and the City. The Alfond Inn has been a boost to the economy of the City and of the Central Business District/Park Avenue area that has resulted from this quality hotel bringing a steady stream of guests/visitors with disposable income to spend during their stay in the City. This expansion is proposed to meet the demand for Hotel stays. The expansion is within the entitlement of the Development Agreement and in conformance with the R-4 Code, including meeting the City's parking code requirements.

Mr. Briggs concluded that the staff recommendation was for approval of the Alfond Inn expansion, as presented, with one condition:

1. That Rollins provide stickers and R-Cards that will allow 20 Library employees to park either in the new Ollie garage or in the SunTrust garage, until such time as the new Library is completed.

Sam Stark, Chief Marketing and Community Relations Officer at Rollins College represented the Applicant. He remarked that the expansion of the Alfond Inn will help Rollins continue to offer the students to attend Rollins College through the Alfond scholarship program.

Architect, Tim Baker of Baker Barrios, 189 S Orange Ave #1700, Orlando, FL gave a presentation outlining the Developer's Agreement from Phase 1 in 2001 to the proposed plans for Phase 2 of the Alfond expansion. He discussed the valet parking route, the new lobby expansion and new spa and meeting space areas. In addition, Mr. Baker reviewed project design concepts, landscaping.

Attorney Rebecca Wilson of Lowndes, Drosdcik, Doster, Kantor & Reed, 215 N. Eola Drive, Orlando, Florida, represented the Applicant. She answered questions from the Board related to the parking agreement that Rollins has with All Saints Church of Winter Park. Mrs. Wilson reviewed the Developer's Agreement slide in the presentation. She noted that based on the Developer's Agreement, the Alfond is not using its maximum entitlements, the Alfond will still have 65 rooms remaining under the agreement with the City, along with just over 5,000 square feet of ballroom and banquet space and the Alfond is staying under the height maximums.

Mrs. Wilson reminded the Board that as part of the Development Agreement, Rollins College committed to continue to own the property until at least 2037. She stated that it is a unique commitment that the college made, that they are not building this for profit, they continue to own and operate it for the benefit of the college and scholarships. Mrs. Wilson reviewed code required parking. She stated that the existing required parking for the Alfond of 235 parking spaces, with the proposed Alfond code requirement of 127 spaces with 28 of those spaces provided on-site, the applicant is able to provide 334 spaces in Sun Trust. She remarked that the current trend that hotels are seeing in relation to meetings and events in banguet halls is that the demand for parking spaces has decreased. She stated that the applicant is not asking for a waiver or variance with their Conditional Use request as the project meets the requirements. She stated that from a practical standpoint, now that the hotel has been open and operating for 5 years and in the evening and overnight there are approximately 70 cars and 55 cars when just the bar and restaurant is being used. When there are events, the peak number of cars has been 125-150. She remarked that nowadays people are using Uber and Lyft more than driving themselves or using valet services and based on that trend, the applicant is comfortable that the Alfond will provide sufficient parking for continued operations with the 362 spaces provided with the expansion. Mrs. Wilson closed by stating that Mike Zimmerman was present to answer any questions related to parking and that she would like an opportunity to respond to any questions or concerns from the public, if needed.

Mike Zimmerman, Vice President of Development with Olympia Companies, who

manages the Alfond Inn, answered questions from the board related to overnight parking usage and how it correlates to the parking demand of the hotel.

The Board heard public comment from Betsy Gardner-Eckbert, 541 Fairfax Avenue. Mrs. Eckbert explained that she was addressing the Board in her capacity as CEO of the Winter Park Chamber of Commerce and was speaking as a representative of the Chamber of Commerce Board. Mrs. Eckbert stated that the Chamber of Commerce enthusiastically supports the project.

The Board also heard public comment in support from Matt Williams, 1441 Place Picardi, Winter Park, FL; Blair Cox, 2832 Rapidan Trail, Winter Park, FL; Sigrid Teidtke, 1760 Gaines Way, Winter Park, FL and Bob Pointer, 1540 Grove Terrace, Winter Park, FL. The residents were all in favor of the expansion and felt that the additions will be a welcomed benefit to Winter Park.

No one else wished to speak. The public hearing was closed. The Board agreed with Staff's recommendations.

Motion made by Sheila De Ciccop, seconded by Ray Waugh, for Conditional Use approval for Phase Two fo the Alfond Inn (Pursuant to the developer's agreement, as amended between the City of Winter Park and Rollins College, dated December 16, 2011) with the following condition:

1. That Rollins provide stickers and R-Cards that will allow 20 Library employees to park either in the new Ollie garage or in the SunTrust garage, until such time as the new Library is completed.

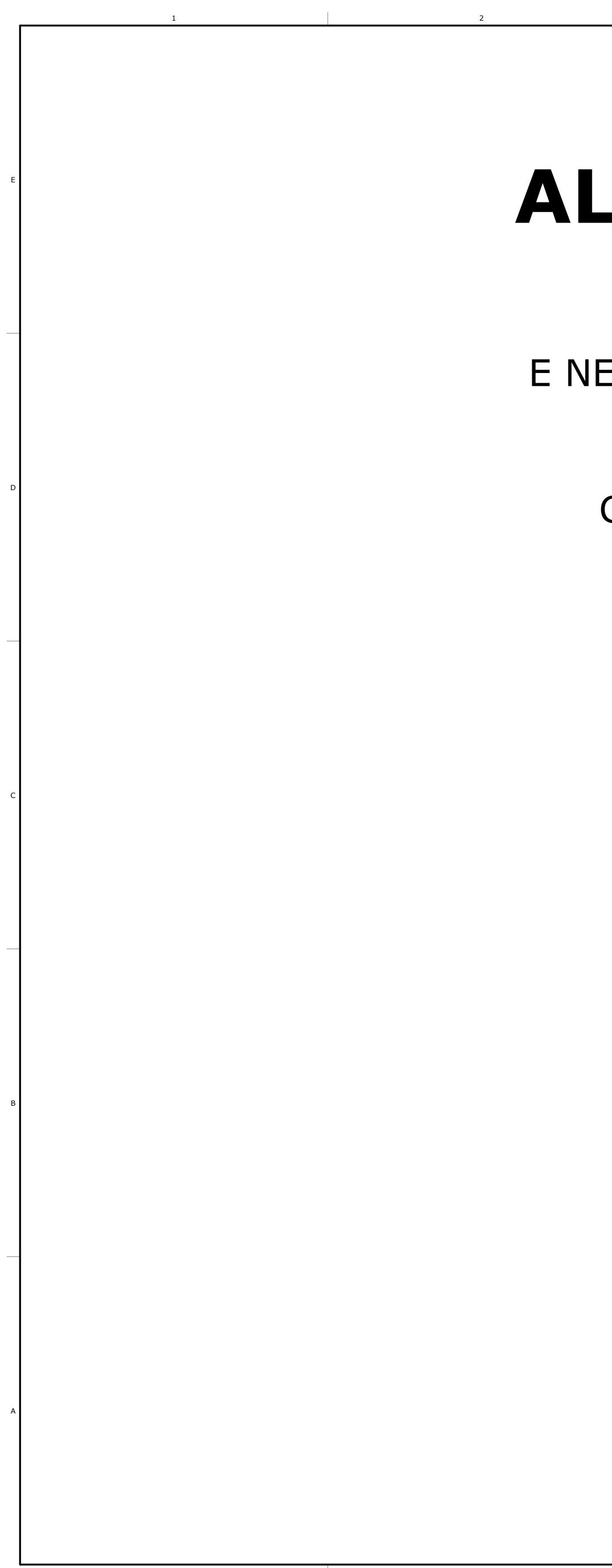
The motion carried with a 6-0 vote.

alternatives / other considerations N/A

fiscal impact N/A ATTACHMENTS: Description Backup Materials

Upload Date 2/13/2019

Type Backup Material



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3

ALFOND INN PHASE 2

E NEW ENGLAND AVE, WINTER PARK, FL 32789

CONDITIONAL USE PERMIT SUBMITTAL 12/06/2018

	SHEET #	INDEX OF DRAW	ISSUE DATE	REV. HISTORY
REV.	SHEET #	SHEET HILE	ISSUE DATE	REV. HISTORT
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	G.000	COVER SHEET & INDEX		
CIVIL				
	V.100	EXISTING CONDITIONS		
	C.100	DEMOLITION PLAN		
	C.200	SITE PLAN		
LANDS	CAPE	1		
	L.100	LANDSCAPE PLAN		
ARCHI	FECTURAL	T		
	A1.100	SITE DETAILS & DESCRIPTION		
	A1.101	ARCHITECTURAL SITE PLAN		
	A1.102	PUBLIC NOTICE SITE PLAN		
		PUBLIC NOTICE SITE PLAN OVERALL FLOOR PLAN LEVEL 1		
	A1.102	PUBLIC NOTICE SITE PLAN		
	A1.102 A.101	PUBLIC NOTICE SITE PLAN OVERALL FLOOR PLAN LEVEL 1		
	A1.102 A.101 A.102	PUBLIC NOTICE SITE PLAN OVERALL FLOOR PLAN LEVEL 1 OVERALL FLOOR PLANS LEVELS 2-5		

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Baker Barrios

Orlando, FL 32801 Tel: (407) 926-3000 Fax: (407) 926-3390 **CIVIL ENGINEER** AVCON / Rick V. Baldocchi, P.E. 5555 E. Michigan Street, Suite 200 Orlando, Florida 32822 Tel: (407) 599-1122 Fax: (407) 599-1133 LANDSCAPE

Baker Barrios Architects

189 S. Orange Avenue, Suite 1700 Orlando, FL 32801 Tel: (407) 926-3000 Fax: (407) 926-3390 **MEP ENGINEER** TLC Engineering for Architecture 255 S Orange Ave Ste 1600, Orlando, FL 32801 Tel: (407) 841-9050

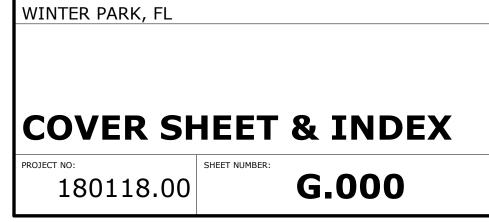
STRUCTURAL ENGINEER Walter P Moore & Associates 300 S Orange Ave Ste 1200, Orlando, FL 32801 Tel: (407) 418-2218

ALL IDEAS, DESIGNS, AI BY AND THE PROPERTY (FOR USE ON AND IN COI OR PLANS SHALL BE USI WHATSOEVER WITHOUT REPRODUCTION HEREOF CONSTITUTE TRADE SEC IDEAS, ARRANGEMENTS PATENT APPLICATION. ____ NO DATE 12.06.20 _____

TO THE BEST OF THE ARCHITECT'S OR ENGINEER'S KNOWLEDGE AND ABILITY, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.

NOT FOR CONSTRUCTION

6



ALFOND INN PHASE 2

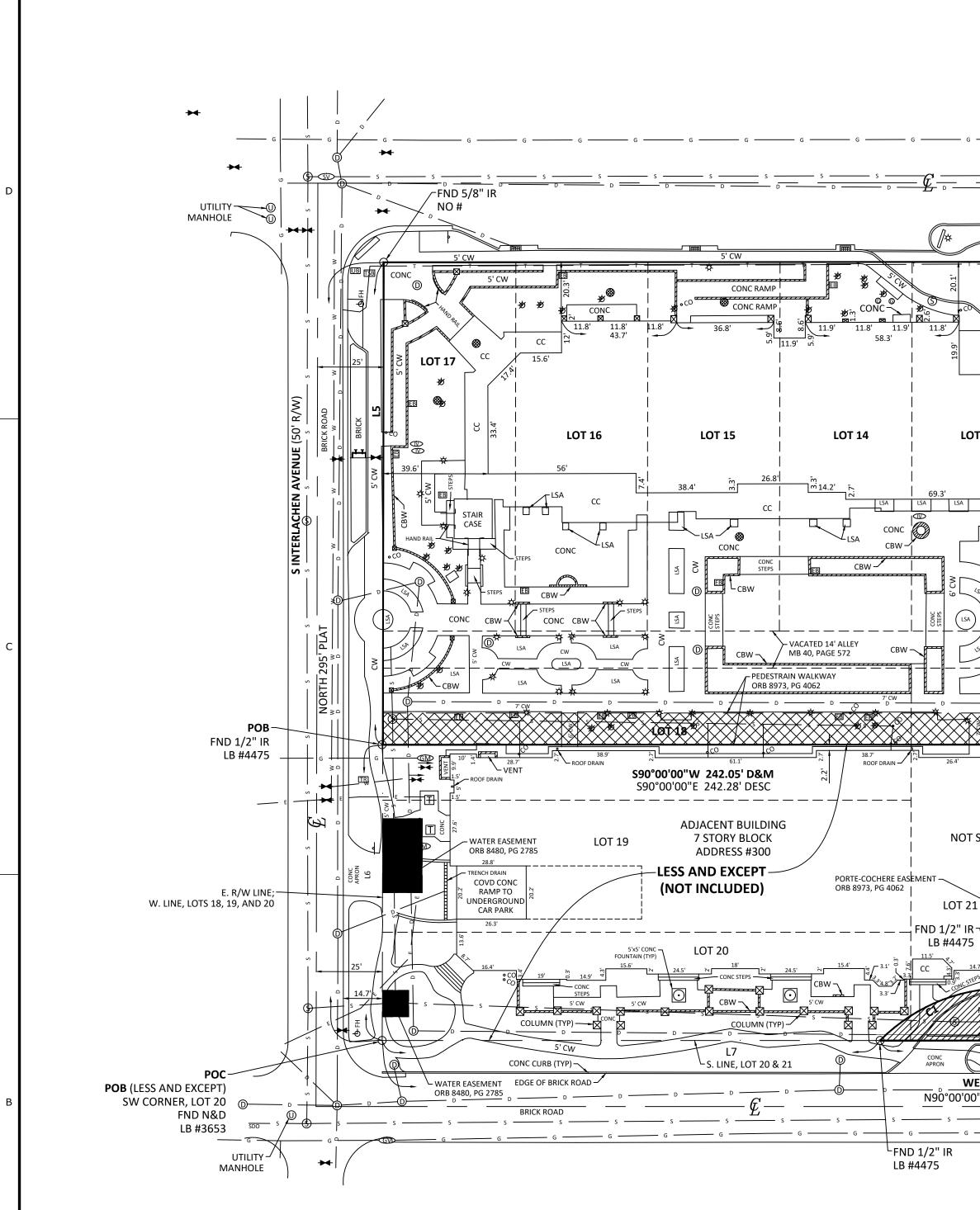
ORLANDO 189 S. ORANGE AVE., SUITE 1700 ORLANDO, FLORIDA 32801 407 926 3000 INFO@BAKERBARRIOS.COM **BAKERBARRIOS.COM** Baker Barrios

	S AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED				
ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED Y OF <u>BAKER BARRIOS ARCHITECTS, INC</u> . AND WERE CREATED, EVOLVED, AND DEVELOPED CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS JSED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE UT THE WRITTEN PERMISSION OF <u>BAKER BARRIOS ARCHITECTS, INC</u> . WARNING: OF IS A CRIMINAL OFFENSE UNDER 18 U.S.C. SEC. 506 UNAUTHORIZED DISCLOSURE MAY SECRET MISAPPROPRIATION IN VIOLATION OF 1.C.24-2-31-1 ET. SEQ. AND OTHER LAWS. THE TS AND DESIGNS DISCLOSED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING					
	REVISION/ SUBMISSION				
2018	CONDITIONAL USE PERMIT SUBMITTAL				

189 S. Orange Avenue, Suite 1700

ARCHITECT

PROJECT TEAM



DESCRIPTION

LOTS 12 THROUGH 22 ALSO LOTS 27 AND 28 (LESS THE EAST 17.00 FEET OF LOT 28) AND THE VACATED ALLEY LYING NORTH OF LOTS 18, 21, 22, 27 AND 28 (LESS THE EAST 17.00 FEET OF LOT 28), BLOCK 60, AND SOUTH OF LOTS 12, 13, 14, 15, 16 & 17, BLOCK 60, TOWN OF WINTER PARK, AS RECORDED IN PLAT BOOK A, PAGES 67 THROUGH 72, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO LOTS 374, 375 AND 376 (LESS THE EAST 17.00 FEET OF LOT 374) AND THE VACATED ALLEY LYING SOUTH OF LOT 374, TOWN OF WINTER PARK, AS RECORDED IN MISCELLANEOUS BOOK 3, PAGE 220. OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT A PORTION OF LOTS 18, 19, 20, AND 21, BLOCK 60, TOWN OF WINTER PARK, AS RECORDED IN PLAT BOOK A, PAGES 67 THROUGH 72, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 20: THENCE NO0'00'00"E, ALONG THE EAST RIGHT OF WAY LINE OF SOUTH INTERLACHEN AVENUE, ALSO BEING THE WEST LINE OF SAID LOTS 15, 19, 20 FOR 111.20 FEET; THENCE S90'00'00"E FOR 242.28 FEET; THENCE S00'00'W FOR 42.95 FEET; THENCE S90'00'00"E FOR 6.50 FEET; THENCE S00°00'00"W FOR 49.55 FEET; THENCE N90°00'00"W FOR 19.44 FEET TO A POINT OF CONCAVE TO THE SOUTHEAST AND WHOSE RADIUS POINT BEARS S05°28'57"E; THENCE SOUTHWESTERLY ALONG A 66.90 FOOT RADIUS CURVE LEADING TO THE LEFT THROUGH A CENTRAL ANGLE OF 39°46'21" FIR AB ARC DISTANCE OF 46.44 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST LYMAN AVENUE, ALSO BEING THE SOUTH LINE OF SAID LOTS 20 AND 21; THENCE S89°59'59"W ALONG SAID NORTH RIGHT OD WAY LINE OF EAST LYMAN AVENUE AND SAID SOUTH LINE OF LOTS 20 AND 21 FOR 188.44 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1

COMMENCE AT THE SOUTHWEST CORNER OF LOT 20, BLOCK 60, TOWN OF WINTER PARK, AS RECORDED IN PLAT BOOK A, PAGES 67 THROUGH 72, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NO0°06'57"E ALONG THE EAST RIGHT OF WAY LINE OF SOUTH INTERLACHEN AVENUE, ALSO BEING THE WEST LINE OF LOTS 18, 19 AND 20 OF SAID BLOCK 60, FOR A DISTANCE OF 112.00 FEET AND FOR A POINT OF BEGINNING: THENCE CONTINUE NO0'06'57"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 182.60 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST NEW ENGLAND AVENUE; THENCE N89'57'38"E ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH LINE OF LOTS 12, 13, 14, 15, 16, 17, 374, 375 AND 376 OF SID BLOCK 60 A DISTANCE OF 582.97 FEET; S 00°06'57"W A DISTANCE OF 295.00 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST LYMAN AVENUE; THENCE S90'00'00"W ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF LOTS 20, 21, 22, 375, 376, 27 AND 28 A DISTANCE OF 394.53 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 66.90 FEET, A CHORD BEARING OF N64°30'34"E, A CHORD DISTANCE OF 45.31 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°35'18", A DISTANCE OF 46.22 FEET; THENCE S90°00'00"E A DISTANCE OF 19.44 FEET; THENCE NO0°00'00"E A DISTANCE OF 49.55 FEET; THENCE N 90°00'00"W A DISTANCE OF 6.50 FEET; THENCE NO0°00'00"E A DISTANCE OF 42.95 FEET; THENCE S90°00'00"W A DISTANCE OF 242.05 FEET TO THE POINT OF BEGINNING.

2

SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. 4. THIS SITE IS NOT IN A FLOOD PRONE AREA, IT IS IN ZONE Z, AN AREA OF MINIMAL FLOODING BASED ON FLOOD INSURANCE RATE MAP, PANEL NO. 120188 0255 E, CITY OF WINTER PARK FLORIDA. 5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH E IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE. INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF. 6. THIS SURVEY MADE WITH THE BENEFIT OF FIRST AMERICAN TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE, (AGENT FILE REFERENCE: 0966765), EFFECTIVE: JANUARY 21, 2009.

ABANDONED. THE SURVEYOR FURTHER DIES NOT WARRANT THAT THE UNDERGROUND UTILITIES

1. BEARING STRUCTURE IS ASSUMED BASED ON NORTH R/W LINE E. LYMAN AVENUE BEING

TOTAL ACREAGE: 3.33 AC

NOTES:

S90°00'00"W.

REPRESENTATIVE.

3

UTILITY -

MANHOLE

AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENT 3. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION

4

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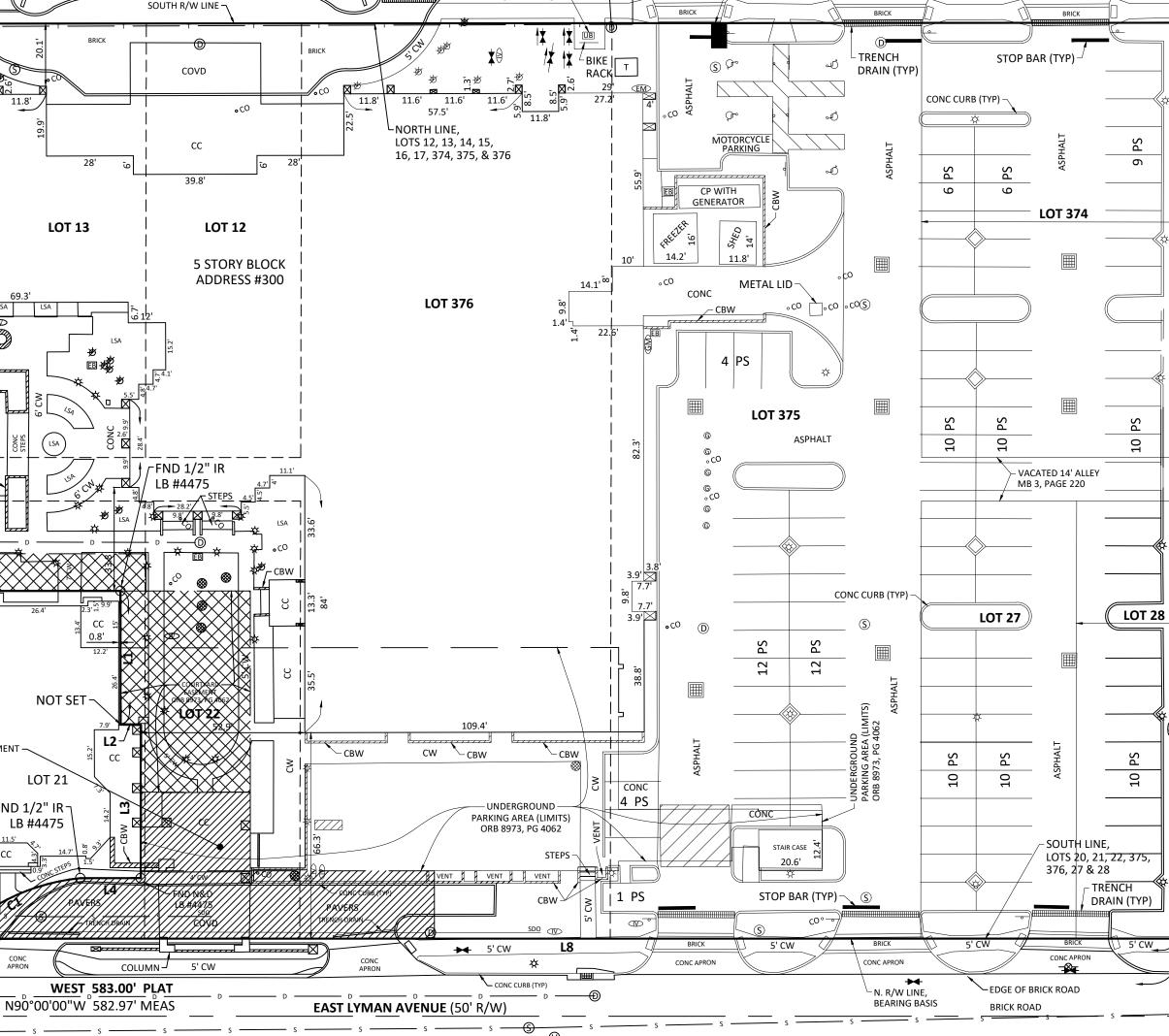
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UTILITY BOX -

EAST 583.00"DESC

N89°57'38"E 582.97' D&M

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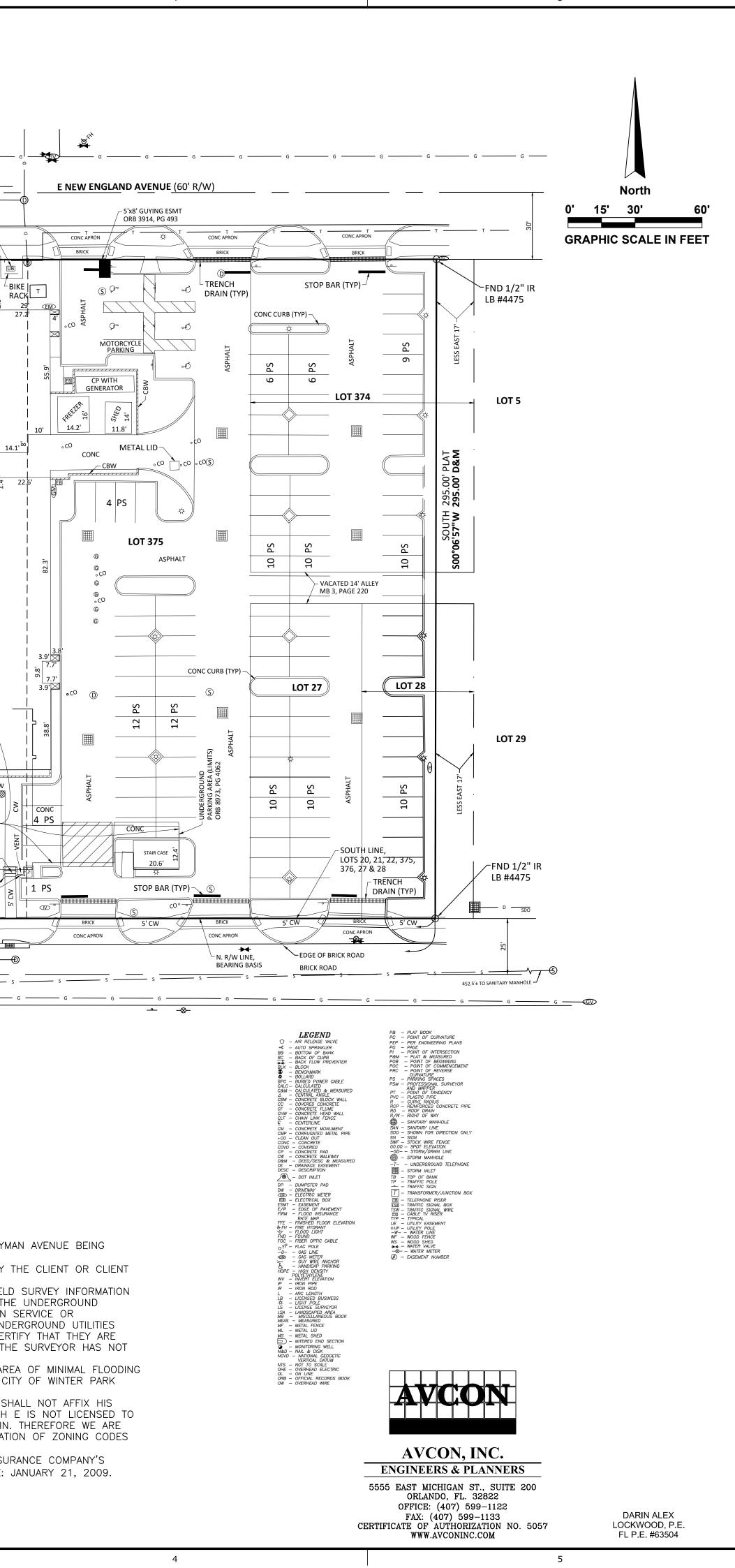
E NEW ENGLAND AVENUE (60' R/W)

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AND ABILITY, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.

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ORLANDO



189 S. ORANGE AVE., SUITE 1700 ORLANDO, FLORIDA 32801

407 926 3000

INFO@BAKERBARRIOS.COM BAKERBARRIOS.COM

AA0002981 | LC26000427 | COA36020

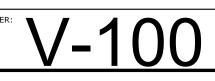
Baker Barrios

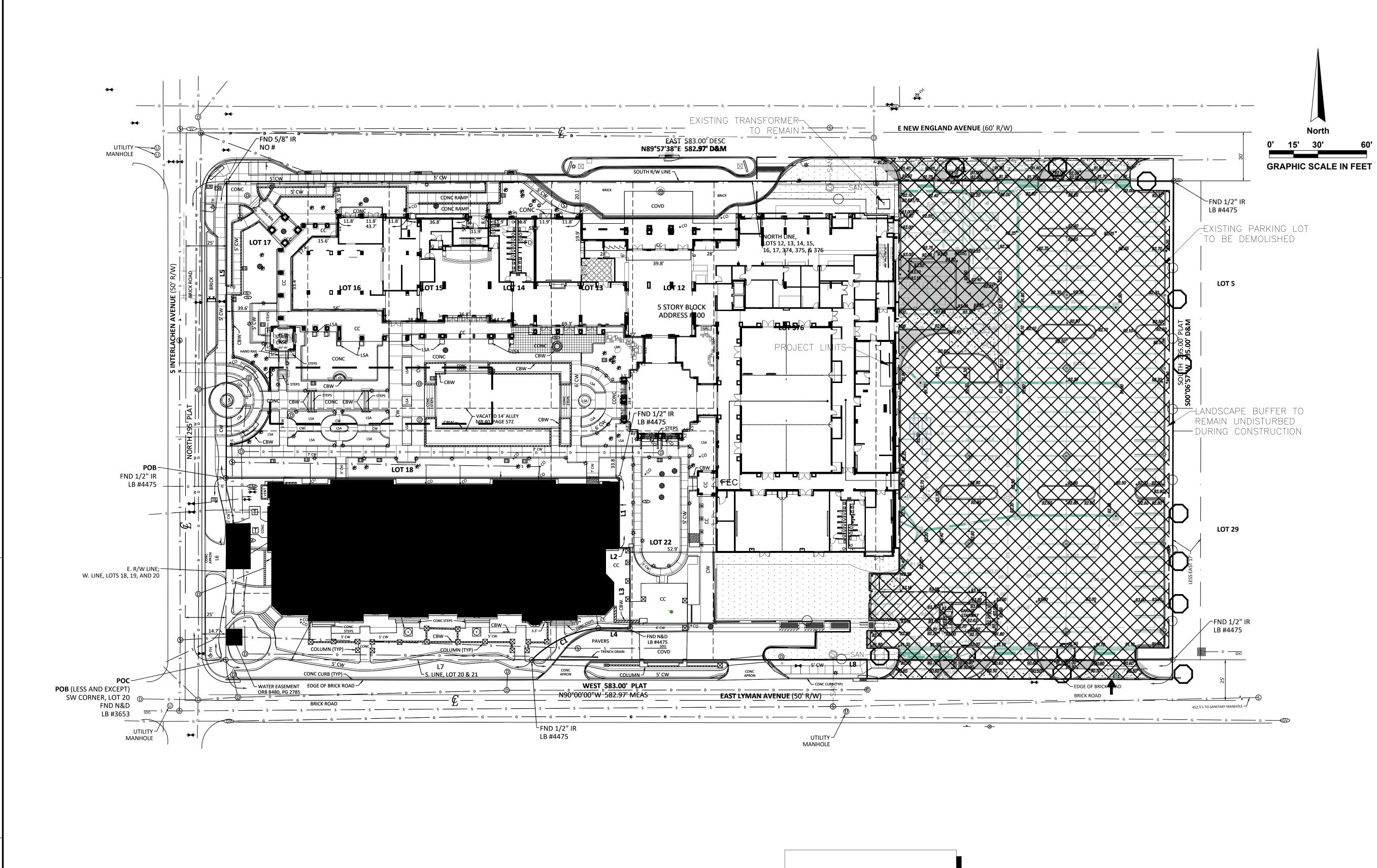
Rollins College ALFOND INN - PHASE II 300 E. NEW ENGLAND AVENUE WINTER PARK, FLORIDA 32789

EXISTING CONDITIONS

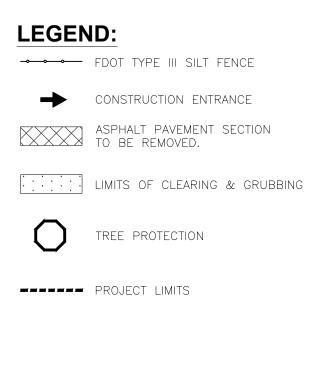
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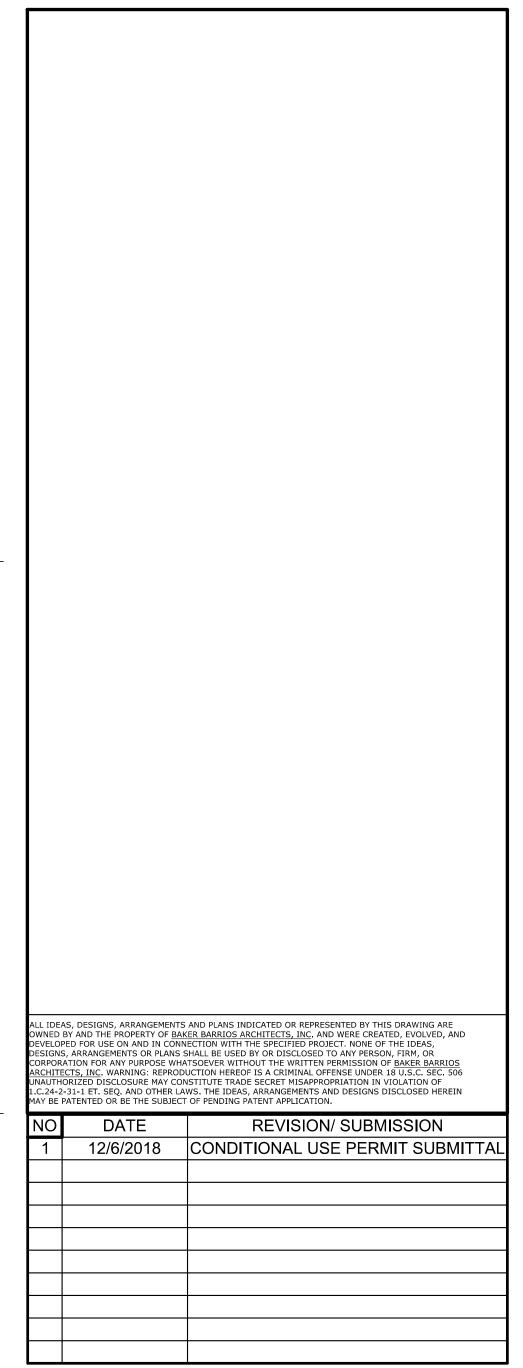


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5

DARIN ALEX LOCKWOOD, P.E. FL P.E. #63504



TO THE BEST OF THE ARCHITECT'S OR ENGINEER'S KNOWLEDGE AND ABILITY, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.

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ORLANDO



189 S. ORANGE AVE., SUITE 1700 ORLANDO, FLORIDA 32801

407 926 3000

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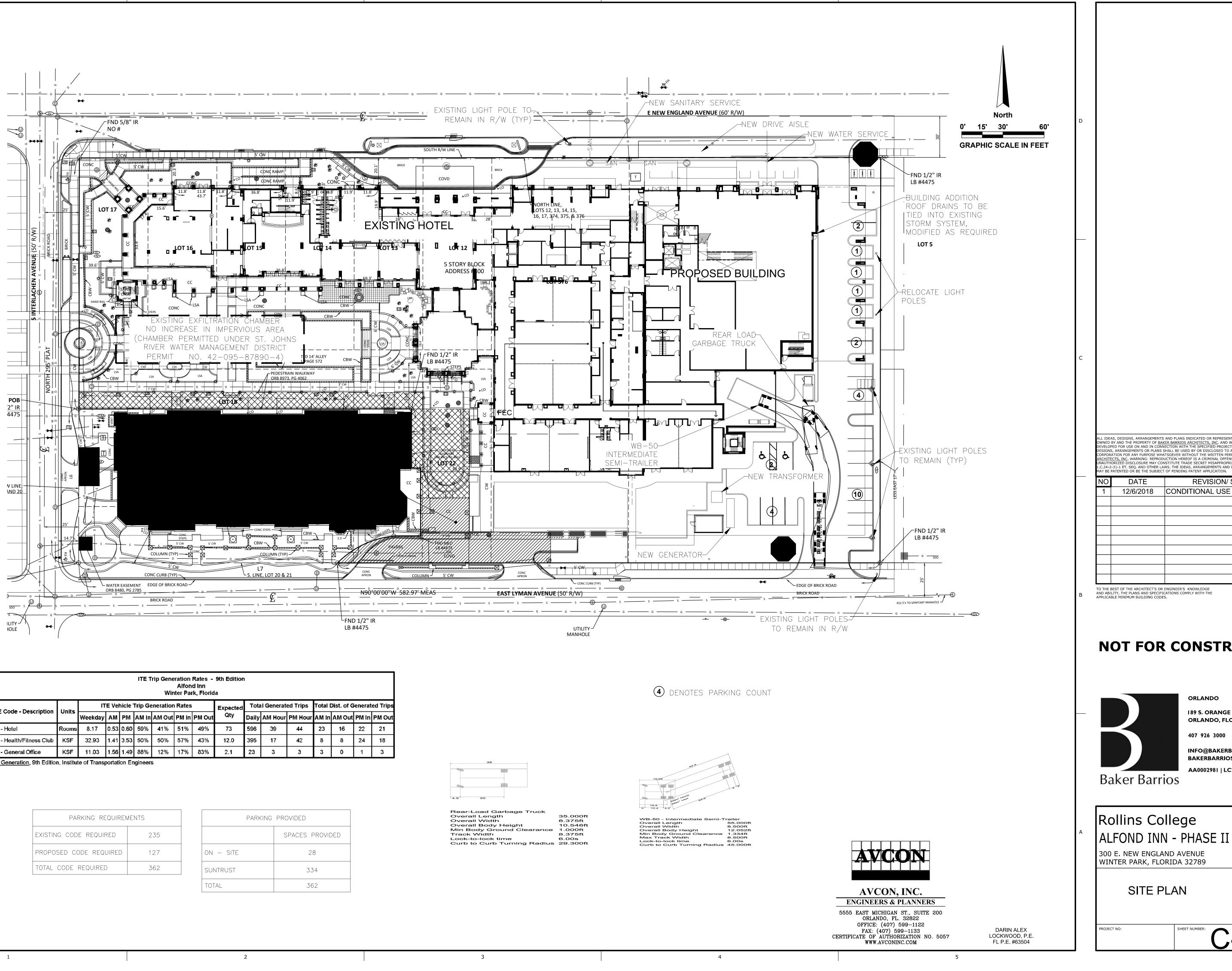
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Rollins College ALFOND INN - PHASE II 300 E. NEW ENGLAND AVENUE WINTER PARK, FLORIDA 32789

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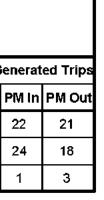




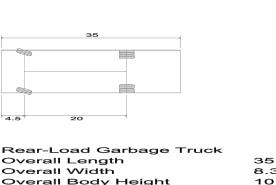
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492 - Health/Fitness Club	KSF	32.93	1.41	3.53	50%	50%	57%	43%	12.0	395	17	42	8	8	ſ
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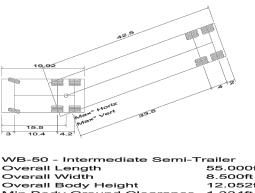
PARKING REQUIREN	IENTS
EXISTING CODE REQUIRED	235
PROPOSED CODE REQUIRED	127
TOTAL CODE REQUIRED	362

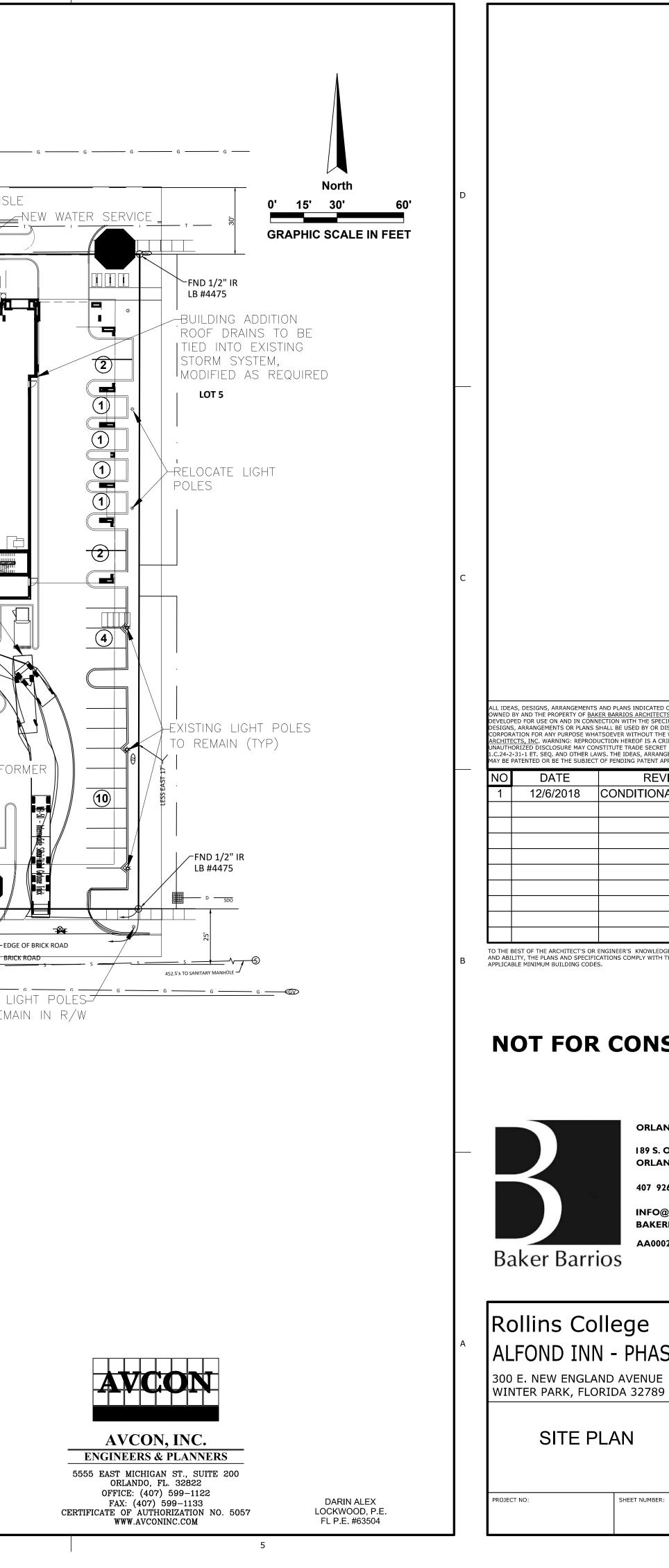
PARKING	PROVIDED
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on – site	28
SUNTRUST	334
TOTAL	362











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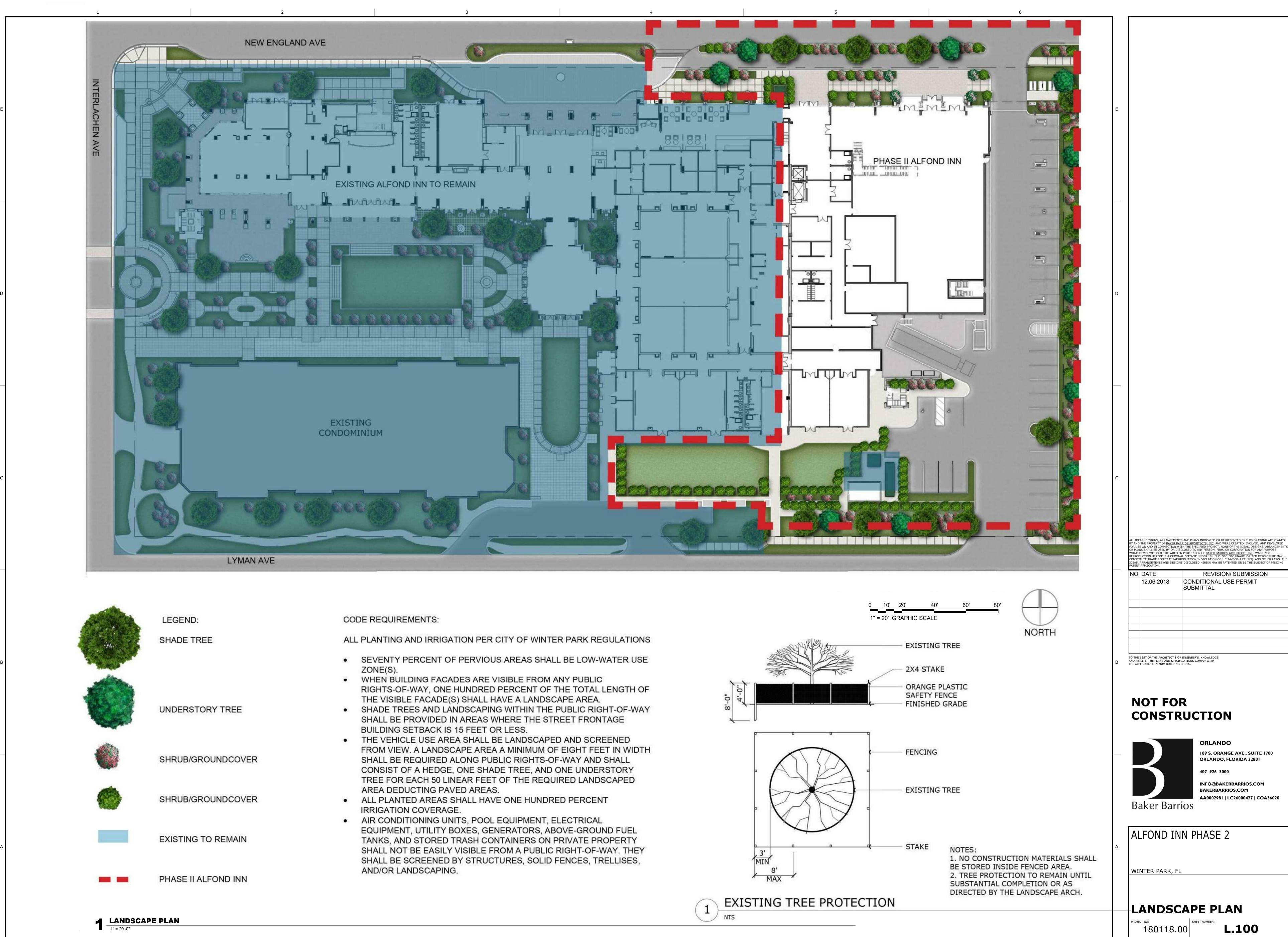
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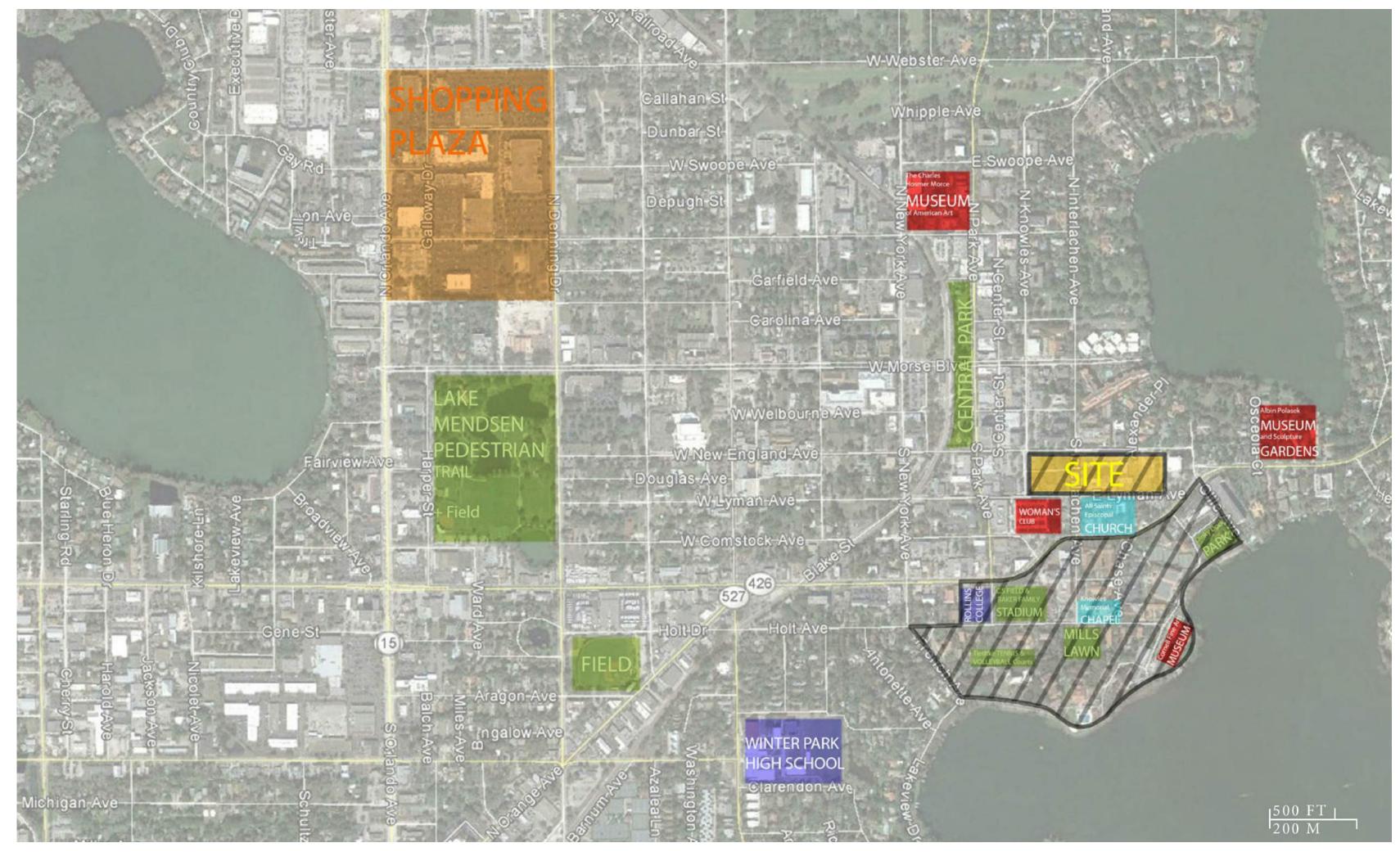
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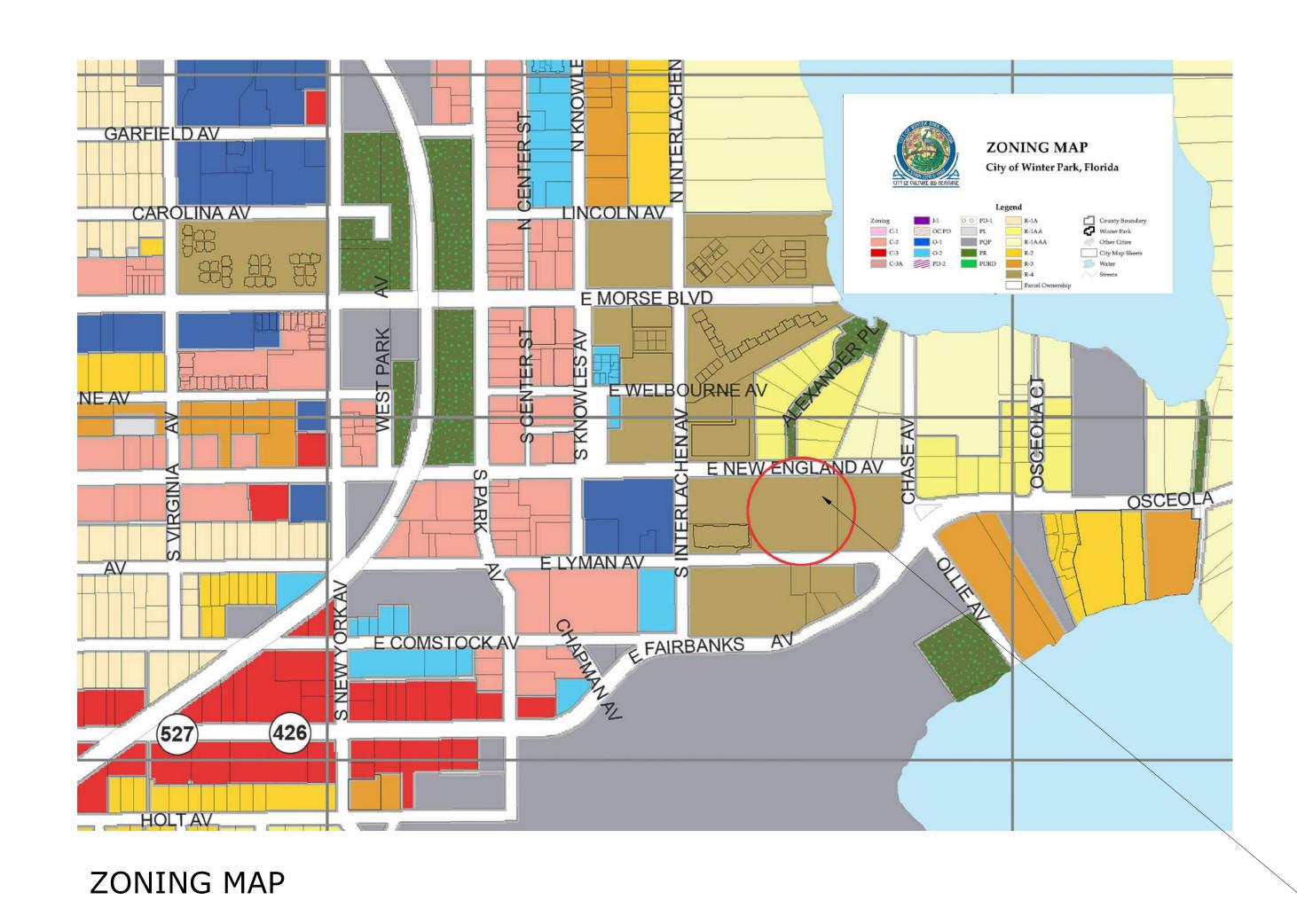


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VICINITY MAP



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National Flood Hazard Layer FIRMette



FEMA FLOOD MAP

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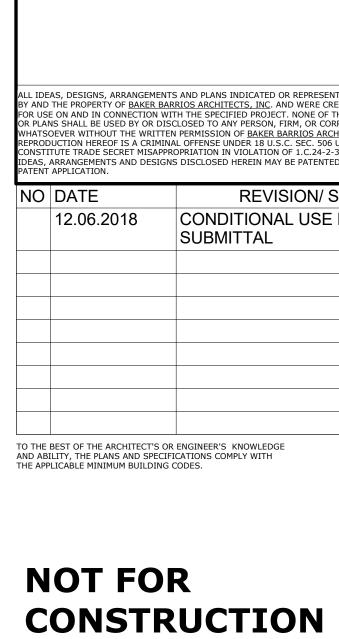
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Zano (AE (EL 63.6) Fest)

FEMA

Legend SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth SPECIAL FLOOD Regulatory Floodway Zone AE, AO, AH, VE, AR HAZARD AREAS 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X OTHER AREAS OF FLOOD HAZARD Area with Flood Risk due to Levee Zone X Area with Flood Risk due to Levee Zone D NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs OTHER AREAS Area of Undetermined Flood Hazard Zone D GENERAL ---- Channel, Culvert, or Storm Sewer STRUCTURES IIIIIIIIII Levee, Dike, or Floodwall B 20.2 Cross Sections with 1% Annual Chance 17.5 Water Surface Elevation Coastal Transect 8- - -Base Flood Elevation Line (BFE) Limit of Study ------ Jurisdiction Boundary ---- Coastal Transect Baseline OTHER _ _ Profile Baseline FEATURES _____ Hydrographic Feature Digital Data Available No Digital Data Available MAP PANELS Unmapped This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/1/2018 at 11:19:36 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes. ource: Esrl, DigitalGlobe, GeoEye, Earlinster Geographics, CNES/Alrbus S, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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WINTER PARK, FL

PROJECT NO:

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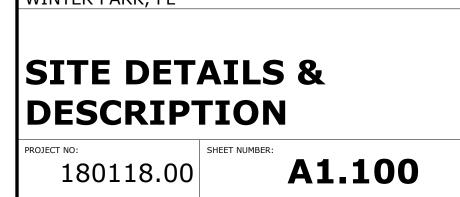
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ALFOND INN PHASE 2



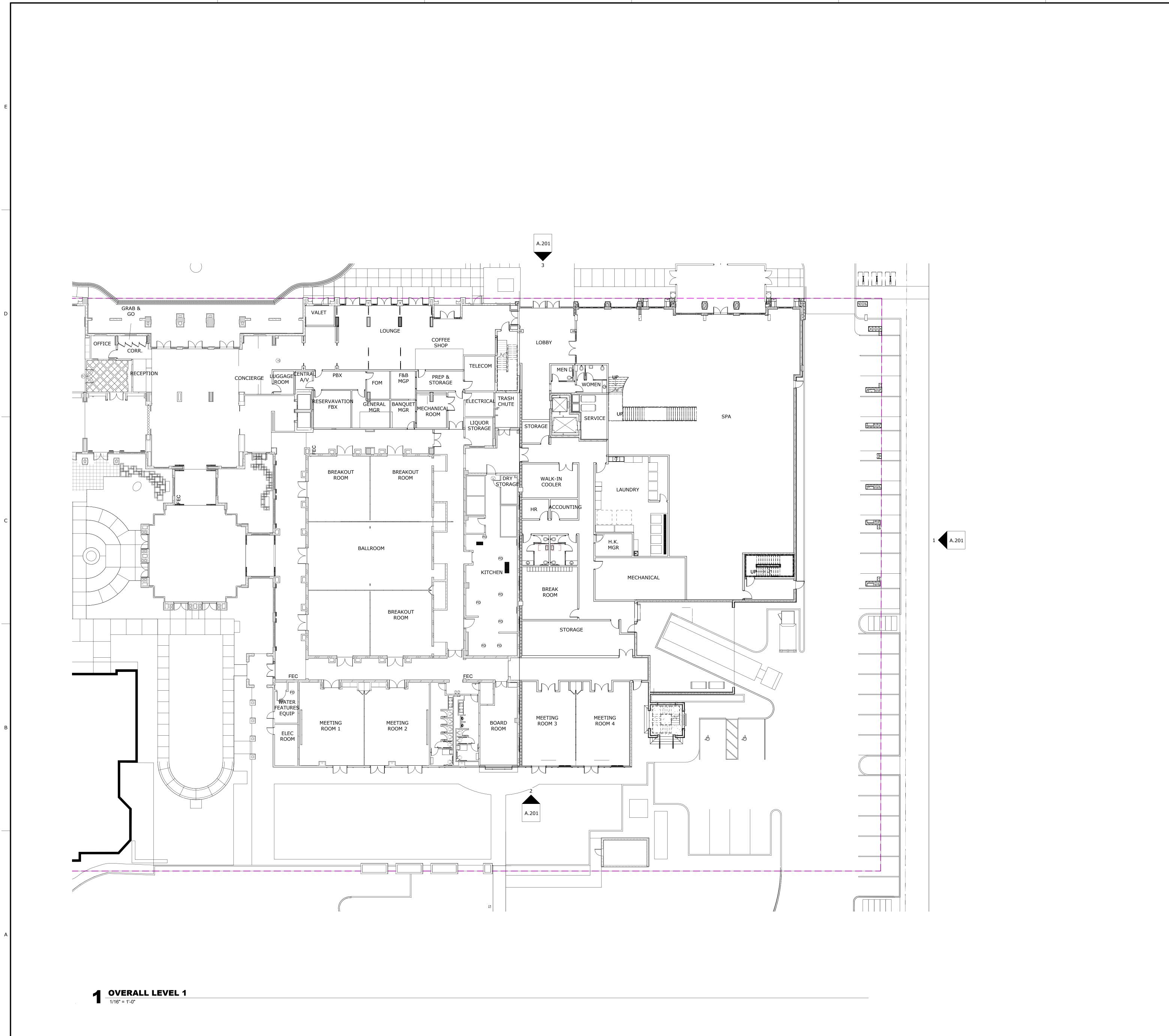
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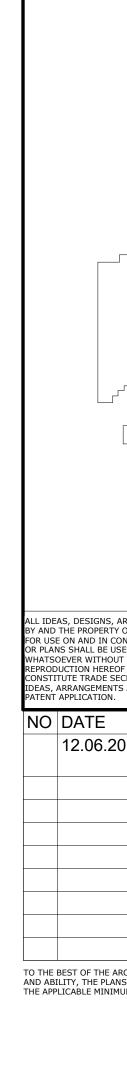




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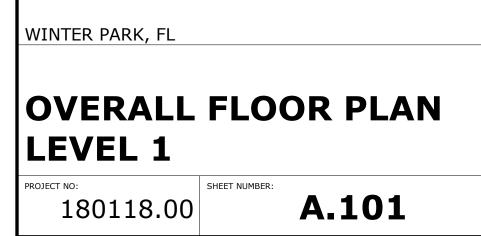


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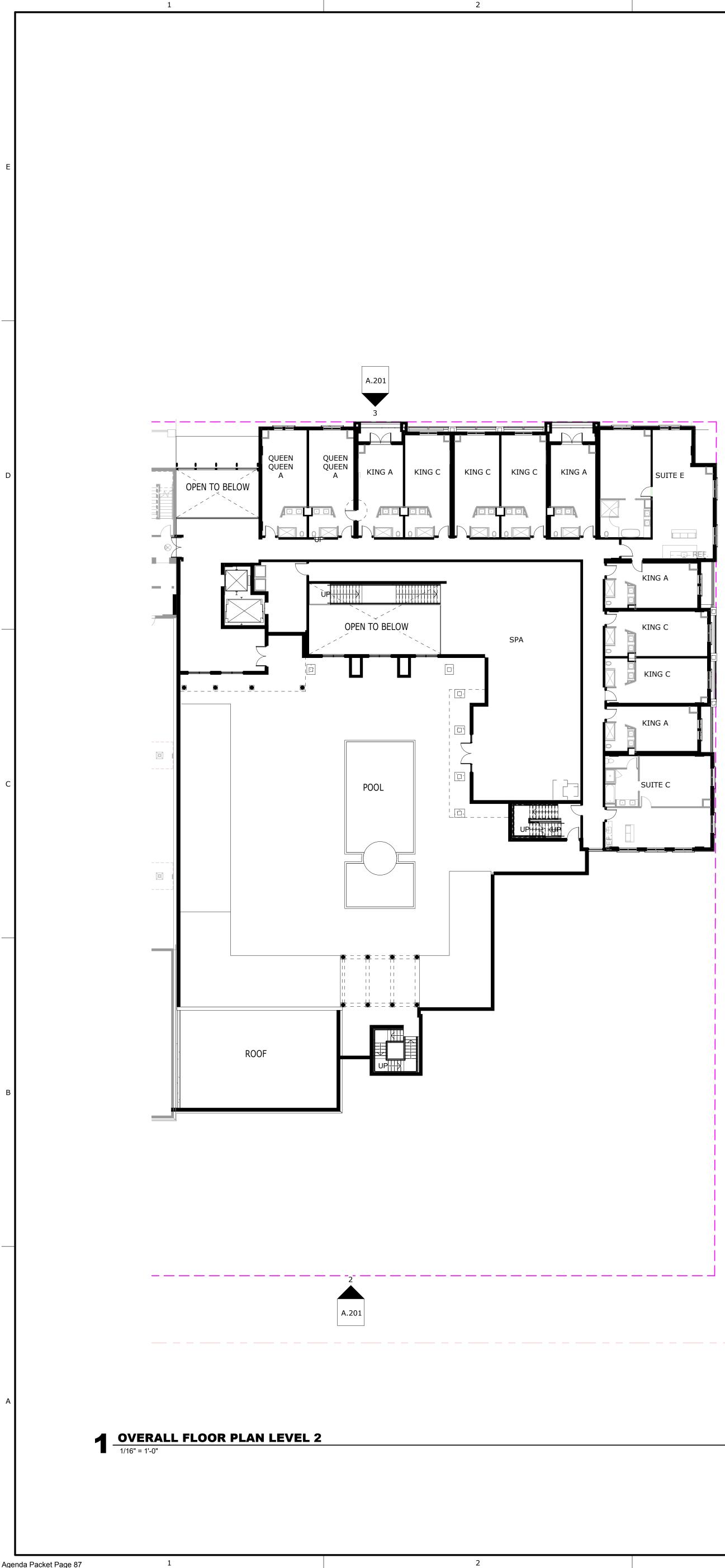


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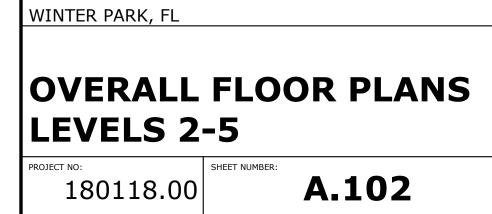


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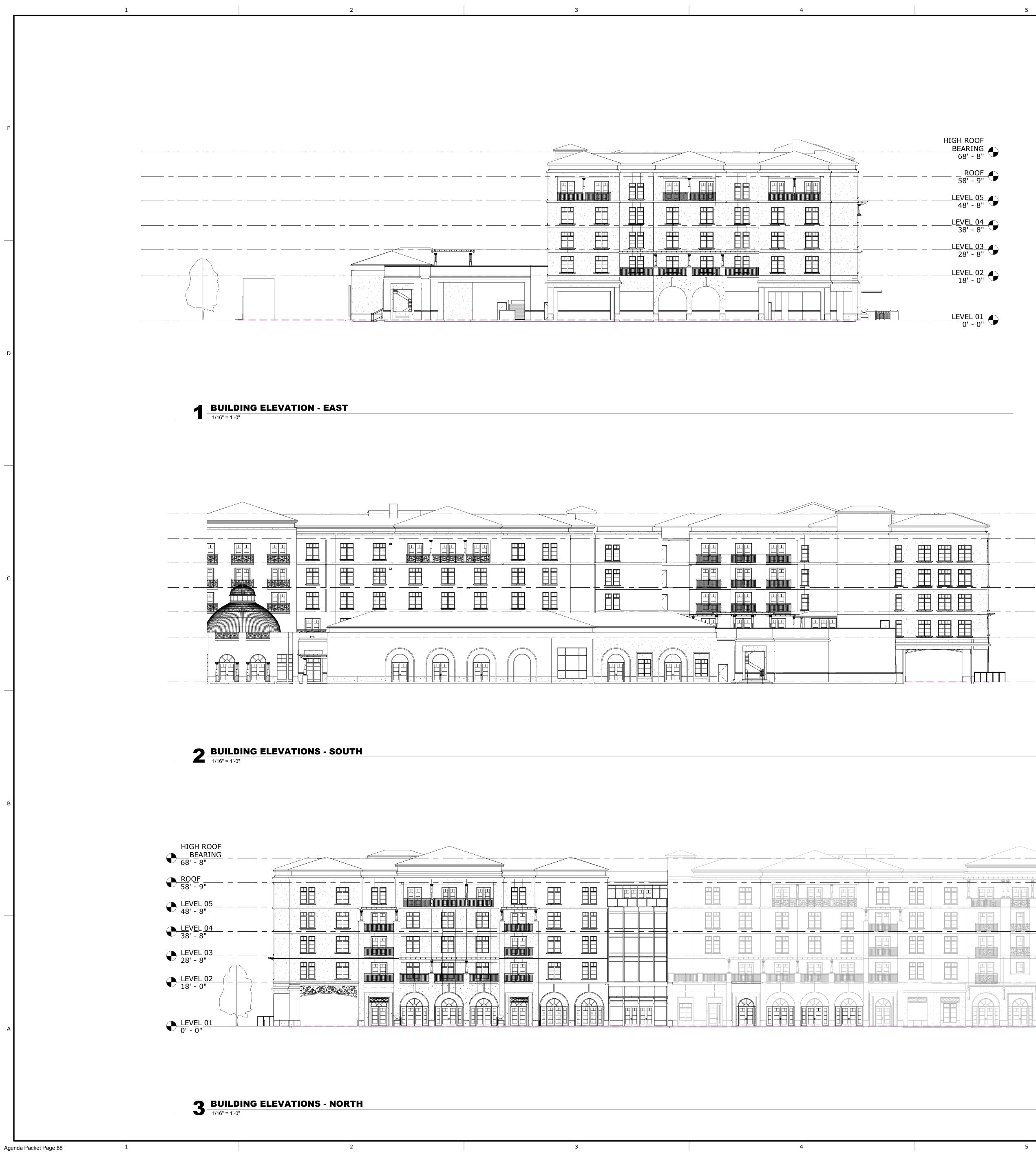
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DECORATIVE METAL -CUSTOM ALUMINUM GRILLWORK. BLACK POWDER COAT FINISH ROOF - CLAY SPANISH TILE STUCCO - CLADDING, FINE SAND FINISH, PAINTED STONE - CAST STONE WATER TABLE ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF <u>BAKER BARRIOS ARCHITECTS, INC</u>. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF <u>BAKER BARRIOS ARCHITECTS, INC</u>. WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER 18 U.S.C. SEC. 506 UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF 1.C.24-2-31-1 ET. SEQ. AND OTHER LAWS. THE IDEAS, ARRANGEMENTS AND DESIGNS DISCLOSED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATION. NO DATE 12.06.20 _____

LEGEND

TRIM - PRE-CAST CONCRETE, PAINTED RAIL - ALUMINUM RAIL, POWDER COAT FINISH WINDOW - FIXED VINYL

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	12.06.2018	CONDITIONAL USE PERMIT SUBMITTAL

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ORLANDO 189 S. ORANGE AVE., SUITE 1700 ORLANDO, FLORIDA 32801

407 926 3000 INFO@BAKERBARRIOS.COM BAKERBARRIOS.COM

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ALFOND INN PHASE 2

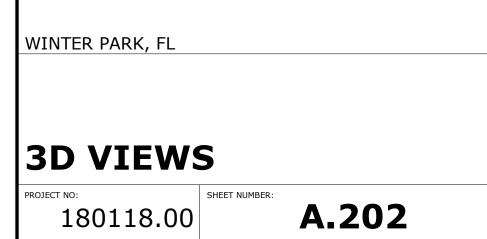
WINTER PARK, FL

PROJECT NO:

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BUILDING ELEVATIONS SHEET NUMBER: A.201 180118.00





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NEW ENGLAND AVENUE PERSPECTIVE LOOKING WEST

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ALFOND INN PHASE 2



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Parking Plan for Garage Addition (2018)

The Parking Plan presented will detail the operational process that we will go into when our current parking lot is under construction. Alternate parking locations, procedures for parking, retrieving guests vehicles, and contingencies will be discussed.

We currently have the following alternate parking locations available:

- The Winter Park Library, Friday Sunday after 5pm. Approximately 75 80 parking spaces.
- All Saints Church, Monday Friday (7am 4pm) 15 spaces; 7 days a weeks all spaces after 5pm. Approximately 80 spaces.
- The Lawrence Center, 8am 5pm: 15 spaces, after 5pm approximately 75 spaces.
- Suntrust Parking garage, 4th floor approximately 20-25 spaces (depending on student usage.

These two additional locations are proposed after construction starts:

- Parking location off Welbourne Avenue (spaces available is unknown for now). This is about a brisk 4-5 minutes walk or 2-3 minutes running/jogging.
- The "Ollie" location on campus across from the Sutton Dorms. (spaces available is unknown at this time) Pros: ample parking during the summer months. Cons: distance from The Alfond (6-10 minutes brisk walk) or 5-7 minutes running/jogging; safety concerns in crossing Fairbanks and the long stop light sequence.

Parking Procedures

Overnight guests vehicles:

Sunday - Thursday nights we average approximately 35 - 45 vehicles on property.

Friday - Saturday nights we can average between 70 - 80 vehicles depending on what events our overnight guests are attending: (weddings/various Rollins parent/Alumni

gatherings/reunions/etc.)

It is proposed that The Lawrence Center be used to park the vehicles for our overnight guests. These vehicles will undoubtedly garner a large percentage of the spaces available but from a safety and security standpoint, it is the most feasible. On Sunday mornings when we average approximately 90 departures and have to retrieve approximately 45-50 vehicles, this location will allow us to expediently retrieve vehicles in about 4-5 minutes.

The contingency plan in case this location is full would be the Suntrust garage, a more secure location (this would have to be worked out with campus security). Parking overnight vehicles at the library or All Saints parking lot would be too much of a liability issue. Also, they would have to be moved early the next morning.

Day usage

Monday - Thursday, 8am - 4pm, we average approximately 20 -30 vehicles. (Breakfast/lunch/miscellaneous business meeting) Between 4p - 9pm, 35-40 vehicles (Lounge/dinners/social events) **Friday - Saturday**, while the vehicle usage varies depending on events, we can approximate 40 vehicles between 8am -3pm and 50-60 for the evenings.

Limited parking will be available at All Saints during the week until 4pm, but during weekends this will be our "go to" location for day usage. The same applies to the Winter Park Library location after 5 pm, Friday - Sunday.

Events of 200+ guests

For weekend evening events our team will be able to accommodate approximately 100 -150 vehicles. The Library/All Saints/"Ollie" campus parking will be utilized. Last resort would be parking on Welbourne as weekend evenings are busy on and off Park Avenue.

External Factors:

- With the proliferation of ride sharing services (Uber and Lyft), we have noticed more overnight and day use/social event guests are using this method of transportation.
- Weather conditions during the summer months have to be taken into consideration. The traditional "times" of thunderstorms are seemingly more difficult to predict. A team member running 2-3 minutes in a lighting storm to retrieve a vehicle is cause for some safety or health concerns. Perhaps a golf cart could mitigate these concerns.
- Vehicles parked several blocks away from the Alfond pose new security and liability issues.

• Guests attending our restaurant or an event might be more inclined to hunt for alternate "street' parking.



January 28, 2019

To: Members of the City of Winter Park Planning and Zoning Board Mr. Owen Beitsch Ms. Sheila DeCicio Mr. Robert Hahn Mr. Ross Johnson Ms. Laura Turner Ms. Laura Turner Ms. Laura Walda Mr. Roy Waugh Mr. Jeff Briggs/ City Manager (Please Distribute) From: Scott Peelen Winter Park Resident & Business Owner

Ladies/Gentlemen:

Kindly forgive this late pleading but my purpose at this time is to add a strong endorsement for supporting the expansion of the Alfond Inn. In the brief time The Alfond has been welcoming guests, it has engrained itself so effectively, it is hard to imagine what we did before its existence.

Yes it well serves governors, senators, and business notables but mostly does what Winter Park was designed to do, be a welcoming place for kids, moms, dads, and families of all shapes and sizes. My firm has had a number of events at the Alfond in the last few years, and all have been grand.

My only complaint is that it that it needs to be bigger, and my request is to encourage you to vote to allow that to happen!

As a resident of the city for more than three decades, I know good things when I see them. My ask is that you see the Alfond's expansion with me.

Warma Regai

SBP/personal

407.699.1515 • Fax: 407.830.1515 • 201 West Canton Ave., Ste. 150 Winter Park, FL 32789 • mpc-wm.com Securities offered by LPL Financial, Member FINRA/SIPC. Investment advice offered through IndepeAgendairPacketPage 95(IFP) a registered investment advisor. IFP and MPC Moreno, Peelen & Co. are separate entities from LPL Financial.

Scity commission agenda item

item type Public Hearings	meeting date 2/25/2019	
prepared by Planning	approved by City Manager, City Attorney	
board approval yes final vote		
strategic objective Exceptional Quality of Life, Intelligent Growth and Development		

<u>subject</u>

Request of LG Winter Park Fairbanks LLC for: PLEASE NOTE: THIS ITEM HAS BEEN TABLED BY REQUEST OF THE APPLICANT UNTIL MARCH 11, 2019.

 Conditional Use approval for a new 2,000 square foot, 60 seat, Wendy's fast food restaurant with a drive-thru component, and an 8,240 square feet retail/office building at 1308/1324/1350 West Fairbanks Avenue, zoned C-3 and O-1.

motion / recommendation

The staff recommendation in 2011, was for denial of the adjacent McDonalds based on the added traffic impact. Thus, for consistency with the staff recommendation made for denial of the McDonald's in 2011 and based on the potential twelve-fold increase in traffic generation likely resultant from this conditional use, the staff recommendation is for denial. Should the Commission alternatively recommend approval, then staff would suggest the same conditions as recommended by the P&Z Board.

The P&Z Board, at their February 5th meeting, recommended approval with the following conditions:

- 1. That the approval is granted based upon the construction and extension of the Fairbanks Avenue median divider, so as to preclude the traffic safety hazards of left turning movements.
- 2. That the landscape plan be modified to include three oak street trees added to the Gene Street frontage.
- 3. That Wendy's new pylon ground sign be limited to the same 30 sq. ft. size as the McDonalds. Also that the retail building monument sign be limited to the same 30 sq. ft.
- 4. That the two building components share a commonality of architectural style, materials and coloration and that the Wendy's icon wall and the retail tower element both be finished with red glazed brick and that the base materials of the two buildings be the same.
- 5. That the applicant conduct regular on-site and off-site litter removal operations on a schedule submitted to and approved by the City.

background

This public hearing item involves a Conditional Use request to build a new 2,000 square foot, 60 seat Wendy's restaurant in conjunction with an adjoining 6,240 square foot retail building on the combined properties at 1308, 1324 and 1350 West Fairbanks Avenue. This is a Conditional Use because of the drive-thru component and per code, the Conditional Use applies to the entire project.

SITE & CONTEXT: These combined properties measure approximately 1.52 acres in size (66,000 square feet), have 250 feet of frontage on Fairbanks Avenue and frontage along the side street of Shoreview Avenue and rear street of Gene Street. The properties are adjacent to office buildings to the north and west. To the east is McDonald's, and further south is the Publix Hollieanna shopping center.

This property has split zoning in that the north half fronting on Fairbanks Avenue is zoned Commercial (C-3) and the south half fronting on Gene Street is zoned Office (O-1).

APPLICATION HISTORY: A related request was made in September 2017 before P&Z that included a new Wendy's and free standing retail building on these same properties. In that case, the land use designations in the Comprehensive Plan and Zoning Map on the rear portion of the site needed to be amended from office to commercial due to the Wendy's layout extending over the south portion of the site. That request was recommended for denial by the P&Z Board due to concerns over those land use changes, the increased traffic, site design and non-compliance with the P&Z Board's desire for a unified building arrangement. The applicant then subsequently withdrew that request.

This current request has been altered in two significant ways. One change is that all of the commercial activities on the site have been relocated to the northern portion of the site with only parking on the southern portion of the site thus negating the need for the southern portion to be re-designated from office to commercial. Coincidentally that was the same zoning layout for the previous Wendy's location on Orlando Avenue (now Verizon) in that the front half is zoned commercial where the building sits and office zoning is in the rear where only parking was located. As a result, this current application only includes the Conditional Use request and not any land use changes.

The second important change is that the applicant has been able to redesign the building arrangement, eliminating two independent free standing buildings. Now the two buildings (Wendy's and Retail) are connected, which creates the visual appearance of a one building with a common architectural style having the Wendy's as an end cap.

PROJECT DESCRIPTION: The site plan layout depicts the Wendy's on the east side of the new development with the drive-thru lane and stacking along the rear or south side of the building. The outdoor patio seating area and roof forms the connection to the retail building on the western side. That retail building could have any combination of retail/salon/office tenants.

The 60 seat Wendy's requires 20 parking spaces per code (one space for each 3 seats). The retail or office parking requires 34 spaces based on one space for each 250 square feet. The parking lot design shows 57 total spaces which is 3 more parking spaces than required by code.

TRAFFIC IMPACT: Fast food restaurants generate significantly more traffic than virtually all retail or office businesses. The standard analysis metric is the Institute of Traffic Engineers (ITE) Trip Generation estimates. Per ITE, on a per 1,000 square foot basis, the daily trip generation for a fast food restaurant is 471 trips per day. For a typical strip commercial development holding retail stores, offices and salons, it is 38 trips per day. The differential is a twelve-fold increase in traffic generation.

This specific project is expected to generate 1,380 vehicle trips per day. A "trip" is one car entering the site and another "trip" is that car leaving the site. This equates to about 700 cars a day coming to the site. While there are some 'impulse' decisions to pull into Wendy's, most of the traffic is destinational, in that people will purposefully make that trip to Wendy's.

The applicant has submitted a detailed traffic study including surveys of existing traffic counts and traffic patterns. At the request of the staff, they have surveyed the actual traffic at the McDonalds, including the Noon peak hour in order to get an accurate picture of the traffic volumes and patterns. Traffic flow from the Wendy's would be expected to follow the same patterns as the existing traffic patterns at the McDonald's.

For the McDonald's, about one third of the traffic enters/exits via Fairbanks Avenue directly and the other two-thirds of the traffic accesses the site via Gene Street in the rear, which then allows vehicles to access Orlando Avenue or to provide access to the west via Gene Street. This Wendy's site plan has the option for traffic to directly use the side street of Shoreview Avenue for access to Fairbanks Avenue. About half of the expected traffic will utilize Fairbanks/Shoreview and the other half will utilize Gene Street. The P&Z board may recall that there were several property owners along Gene Street that were in opposition to this project in February, 2017 due to the inevitable increase in traffic onto Gene Street from the Wendy's. Nothing in the redesign has changed those impacts.

Due to the heavy traffic volumes and speeds on Fairbanks Avenue, the proposed driveway is right turn in and right turn out to preclude dangerous left turns into or out of the site onto Fairbanks. The OCPA aerial (attached) shows traffic backed up in front of this site, but not all the way back to Shoreview. To avoid the traffic safety issues of left turns, the staff's condition (and approval from FDOT) is to extend the median divider on Fairbanks Avenue thereby precluding left turns into and out of the site. This forces vehicles to utilize Shoreview where those left turning movements are more clearly defined and safer.

ARCHITECTURAL IMAGE: As with most retail commercial construction today, this project has no discernable architectural style. The glass, metal and stucco fabrication is solely intended to produce a building at the lowest development cost. For the City however, the primary goal is to insure that the appearance, materials and

coloration share a commonality between the two components so that it looks like a single building project.

PROPOSED SIGNAGE: The application package shows a new pylon ground sign for the Wendy's along Fairbanks Avenue that could be the maximum 50 sq. ft. and 25 feet in height permitted by code. An approval condition with the McDonalds project was a smaller 30 sq. ft. pylon sign. For compatibility with the McDonalds approval, and so McDonalds doesn't come back asking for a larger sign, (if the City approves the Wendy's), is to limit the Wendy's new pylon ground sign to the same 30 sq. ft. size as the McDonalds. The applicant has agreed that the retail building sign be a monument sign but any approval also needs the same 30 square foot limitation.

LANDSCAPE PLAN: The application package includes a landscape plan which conforms to code, including perimeter landscape screening of 7-gallon size, per code. There are numerous new trees being planted including japanese blueberry, magnolia and 12 new live oak trees. There also are 7 new cypress trees added within the storm water retention area. The City has also asked for new street oak trees to be added along Gene Street.

STAFF ANALYSIS: This request comes in the context of the City's significant \$20+ million dollar investment in infrastructure improvements along the West Fairbanks Avenue corridor, in order to foster and encourage new development that will improve the image of this gateway corridor into the City of Winter Park. Certain business types have been deemed to be not conducive to upgrading the aesthetic improvement to this gateway corridor are prohibited per the Comprehensive Plan, such as used car lots, etc. There has been previous debate about the desirability of the creation of a fast food row along this stretch of West Fairbanks Avenue.

In 2016, the City removed 'fast food restaurants' from the prohibited use list so that they may or may not be permitted through a conditional use process like the rest of the City. This was done with the intent that there would not be isolated singlepurpose fast food developments along the south side of Fairbanks Avenue given the larger parcel sizes. The intention of the City is to only permit (via conditional use) a drive-thru component of a fast food business when it is part of a larger building development program such as an end-cap. To that end, the P&Z Board was instrumental in inclusion of Policy 1-L-8 below. This revised building program now does comply with this Comprehensive Plan policy.

Policy 1-L-8: Support Efficient Land Use Development Along the South Side of Fairbanks Avenue. Given the City's desire for the aggregation and assemblage of properties along the south side of Fairbanks Avenue for more comprehensive redevelopment along that south side of Fairbanks Avenue, as an important gateway corridor into the City, versus isolated single purpose developments, the City shall only permit via conditional use any drive-in component of business when that business is part of a larger building development program such as via an end-cap use on a larger project.

Staff recognizes that the applicant has made significant changes to their plans since the initial project was reviewed in September, 2017. The applicant has re-designed the project layout to eliminate the need to amend the Comprehensive Plan future land use designations and the Zoning Map so that no change is needed. The applicant has also re-designed the building program to create the image of a unified building project with the Wendy's as the end cap, per the policy direction of the Comprehensive Plan. The applicant also held a community meeting in January regarding this request. The City has heard mixed reactions following this meeting. Attached is a petition signed by the neighborhood.

The remaining concern is the twelve fold increase in traffic that fast food brings versus other permitted retail/office development. The question is whether that added traffic from a fast food restaurant, which is over and above what other retail/office uses would generate creates "a substantial adverse impact on adjacent streets". On the following page is the application Code section.

The staff recommendation in 2011, was for denial of the adjacent McDonalds based on the added traffic impact. Thus, for consistency with the staff recommendation made for denial of the McDonald's in 2011 and based on the potential twelve-fold increase in traffic generation likely resultant from this conditional use, the **STAFF RECOMMENDATION IS FOR DENIAL.** Should the Commission alternatively recommend approval, then staff would suggest the same conditions as recommended by the P&Z Board.

The P&Z Board, at their February 5th meeting, recommended approval with the following conditions:

1. That the approval is granted based upon the construction and extension of the Fairbanks Avenue median divider, so as to preclude the traffic safety hazards of left turning movements.

2. That the landscape plan be modified to include three oak street trees added to the Gene Street frontage.

3. That Wendy's new pylon ground sign be limited to the same 30 sq. ft. size as the McDonalds. Also that the retail building monument sign be limited to the same 30 sq. ft.

4. That the two building components share a commonality of architectural style, materials and coloration and that the Wendy's icon wall and the retail tower element both be finished with red glazed brick and that the base materials of the two buildings be the same.

5. That the applicant conduct regular on-site and off-site litter removal operations on a schedule submitted to and approved by the City.

Planning and Zoning Board Minutes – February 5, 2019:

Request of Ig WINTER PARK FAIRBANKS LLC foR: CONDITIONAL USE Approval FOR A NEW 2,430 SQUARE FOOT, 60 SEAT, WENDY'S RESTAURANT with a DRIVE-IN COMPONENT AND 8,240 SQUARE FEET OF ADDITIONAL RETAIL/OFFICE BUILDING SPACE AT 1308,1324,1350 WEST FAIRBANKS AVENUE ZONED C-3 AND O-1

Planning Manager Jeff Briggs presented the staff report and explained that the request is for Conditional Use approval to build a new 2,000 square foot, 60 seat Wendy's restaurant in conjunction with an adjoining 6,240 square foot retail building on the combined properties at 1308, 1324 and 1350 West Fairbanks Avenue. This is

a Conditional Use because of the drive-thru component and per code; the Conditional Use applies to the entire project. He explained this property has split zoning in that the north half fronting on Fairbanks Avenue is zoned Commercial (C-3) and the south half fronting on Gene Street is zoned Office (O-1).

Mr. Briggs explained that a related request was made in September 2017 before P&Z that included a new Wendy's and free standing retail building on these same properties. In that case, the land use designations in the Comprehensive Plan and Zoning Map on the rear portion of the site needed to be amended from office to commercial due to the Wendy's layout extending over the south portion of the site. That request was recommended for denial by the P&Z Board due to concerns over those land use changes, the increased traffic, site design and non-compliance with the P&Z Board's desire for a unified building arrangement. The applicant then subsequently withdrew that request.

This current request has been altered in two significant ways. One change is that all of the commercial activities on the site have been relocated to the northern portion of the site with only parking on the southern portion of the site thus negating the need for the southern portion to be re-designated from office to commercial. As a result, this current application only includes the Conditional Use request and not any land use changes.

The second important change is that the applicant has been able to redesign the building arrangement, eliminating two independent free standing buildings. Now the two buildings (Wendy's and Retail) are connected, which creates the visual appearance of a one building with a common architectural style having the Wendy's as an end cap.

He explained that the site plan layout depicts the Wendy's on the east side of the new development with the drive-thru lane and stacking along the rear or south side of the building. The outdoor patio seating area and roof forms the connection to the retail building on the western side. That retail building could have any combination of retail/salon/office tenants.

The 60 seat Wendy's requires 20 parking spaces per code (one space for each 3 seats). The retail or office parking requires 34 spaces based on one space for each 250 square feet. The parking lot design shows 57 total spaces which is 3 more parking spaces than required by code.

Mr. Briggs discussed the traffic impact of the project. He stated that the P&Z board may recall that there were several property owners along Gene Street that were in opposition to this project in February, 2017 due to the inevitable increase in traffic onto Gene Street from the Wendy's. Nothing in the re-design has changed those impacts. Due to the heavy traffic volumes and speeds on Fairbanks Avenue, the proposed driveway is right turn in and right turn out to preclude dangerous left turns into or out of the site onto Fairbanks.

Mr. Briggs noted that the applicant also held a community meeting in January regarding this request. The City has heard mixed reactions following this meeting, and received a petition signed by the neighborhood.

He concluded by stating that the staff recommendation in 2011, was for denial of the adjacent McDonalds based on the added traffic impact. Thus, for consistency with the staff recommendation made for denial of the McDonald's in 2011 and based on the potential twelve-fold increase in traffic generation likely resultant from this conditional use, Mr. Briggs stated that the staff recommendation was for denial. He further explained that should the P&Z Board alternatively recommend approval, then staff would suggest the following conditions of approval:

1. That the approval is granted based upon the construction and extension of the Fairbanks Avenue median divider, so as to preclude the traffic safety hazards of left turning movements.

2. That the landscape plan be modified to include three oak street trees added to the Gene Street frontage.

3. That Wendy's new pylon ground sign be limited to the same 30 sq. ft. size as the McDonalds. Also that the retail building monument sign be limited to the same 30 sq. ft.

4. That the two building components share a commonality of architectural style, materials and coloration and that the Wendy's icon wall and the retail tower element both be finished with red glazed brick and that the base materials of the two buildings be the same.

Mr. Briggs answered questions from the Board regarding future use of the retail portion of the building, hours of operation of the Wendy's and traffic generation.

Attorney Tara Tedrow of Lowndes, Drosdcik, Doster, Kantor & Reed, 215 N. Eola Drive, Orlando, Florida, represented the Applicant. She provided a presentation defining the overview of the project explaining that the property is 1.52 acres total with the north half of property fronting on Fairbanks Avenue which is zoned Commercial (C-3) with a Commercial FLU designation. The south half of the property is fronting on Gene Street is zoned Office (O-1) with an Office Professional Future Land Use designation. She stated that the request is a final Conditional Use approval and they applicant has submitted fully engineered site plans and landscape plans which have been approved by the City's Urban Forestry director.

Ms. Tedrow reiterated that the applicant is requesting to build a new 2,000 square foot, 60 seat Wendy's restaurant in conjunction with an adjoining 6,240 square foot retail building Restaurant and retail uses are permitted by right, but the drive-thru component requires a Conditional Use Approval. She provided images showing that the location is a heavy commercial corridor and discussed the existing site conditions and access points as they relate to Fairbanks Avenue and Gene Street.

Ms. Tedrow explained that the original request in September of 2017 contained a CUP, rezoning and FLU, but the applicant has made significant changes to the plans since that initial project was reviewed which Staff has recognized in their report.

The project layout was redesigned to eliminate the need to amend the Comprehensive Plan Future Land Use designations as well as to eliminate the need to amend the Zoning Map. The building program was redesigned to create the image of a unified building project with the Wendy's as the end cap, per the policy direction of the Comprehensive Plan and the desire previously expressed by Planning & Zoning.

Ms. Tedrow noted that the applicant held a voluntary community meeting on January 16, 2019 to obtain feedback from the neighbors. She remarked that they applicant did not receive any negative feedback about the design or the architecture. She stated that the concerns were related to traffic and the extension of the median.

Ms. Tedrow remarked that the request is for Conditional Use approval for a drive-thru restaurant and provided slides outlining the concept plan. She noted that along Shoreview, the applicant is adding a new sidewalk connection point, which will be a 6-foot wide sidewalk along Shoreview and an 8-foot sidewalk along Fairbanks Avenue, as well as upgrading the 5-foot wide sidewalk along Gene Street. There are 3 access points which all meet the code.

Ms. Tedrow presented the concept plan that showed the stacking of the cars. She stated that their director of development, who oversees all of their Florida operations, remarked that typically there are not more than 10 cars stacking at a time during peak hours. She provided an image showing 10 cars stacking and stated that while driving along Fairbanks Avenue, the stacked cars at Wendy's would likely go unnoticed because you cannot see them the way you can see them stacked at the neighboring McDonald's. She stated that the applicant has provided sufficient room for the cars going through the drive-thru.

Ms. Tedrow provided a code comparison slide showing the required parking space, building height and setback requirements versus what is being proposed by the applicant. She reviewed the landscape plan and landscape buffers as well as a comparison of the McDonald's drive-thru component versus the Wendy's drive-thru component. She reviewed the project design and enhancements.

James Taylor of Kimley-Horn Associates, 189 South Orange Avenue, Orlando, FL, presented the traffic review. He reviewed the traffic impact analysis stating that the study was performed per City Land Development Code requirements. He stated that the scope expanded to address unique site conditions:

1. Includes a midday peak hour operational analysis (in addition to required Daily and PM peak hour analyses)

2. Collected data at McDonalds to determine trip generation and distribution and apply to this project

3. Conducted detailed operational analysis along Shoreview Avenue from Fairbanks Avenue to Gene Street to include observations of traffic queue length and intersection delays to verify/calibrate analysis tools results

In addition, Mr. Taylor reviewed the analysis conclusions, safety conditions, responses to petitions from the neighbors, traffic generation clarifications and CUP code requirements on traffic.

Ms. Tedrow closed the applicant presentation by reviewing the criterial for the Conditional Use approval; she reviewed criteria related to Comprehensive Plan policies, Commercial District policies and Conditional Uses. She closed by reviewing conditions of approval suggested by Staff and asked for the opportunity to respond to any concerns expressed by the public.

Ms. Tedrow responded to questions from the Board.

The Board heard public comment in opposition of the project from: Carol Felsing, 1419 Gene Street, Winter Park, FL; Thomas Lamar 1370 Gene Street, Winter Park, FL; Julie Llamar, 1370 Gene Street, Winter Park, FL; Mary Black, 1334 Dallas Avenue, Winter Park, FL and Nord Northam, 120 Broadview Avenue. The residents expressed concerns about the potential increase in traffic backing up onto Gene Street and Shoreview with the proposed project. There was also a concern related to debris and trash in the general areas adjacent to or down the road from the establishment.

No one else wished to speak. The public hearing was closed.

The applicant responded to concerns raised by the P&Z Board and public related to traffic surrounding the site as well as the issue of trash and debris in common areas adjacent to the Wendy's. In depth discussion ensued with the P&Z Board.

Motion made by Owen Beitsch , seconded by Sheila De Ciccio, for Conditional Use approval for a new 2,000 square foot, 60 seat, Wendy's restaurant with a drive-in component and 8,240 square feet of additional retail/office building space at 1308, 1324 and 1350 West Fairbanks Avenue zoned (C-3) and (O-1) with the conditions set forth by Staff and the added condition that the applicant conduct regular on-site and off-site litter removal operations on a schedule submitted to and approved by the City.

The motion carried with a 5-1 vote, with Mr. Waugh voting for denial.

alternatives / other considerations N/A

fiscal impact N/A ATTACHMENTS: Description

Backup Materials

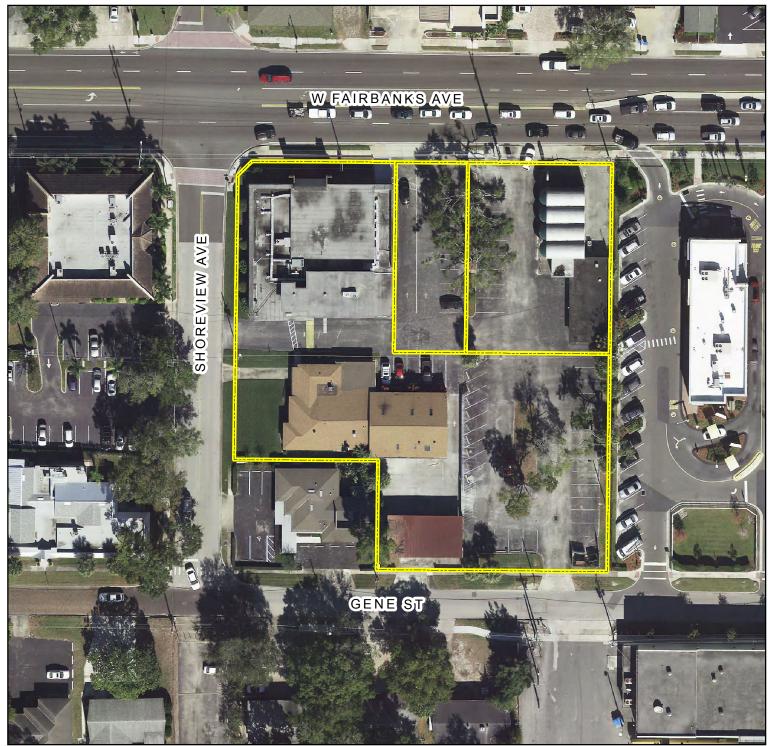
Upload Date 2/13/2019

Type Backup Material

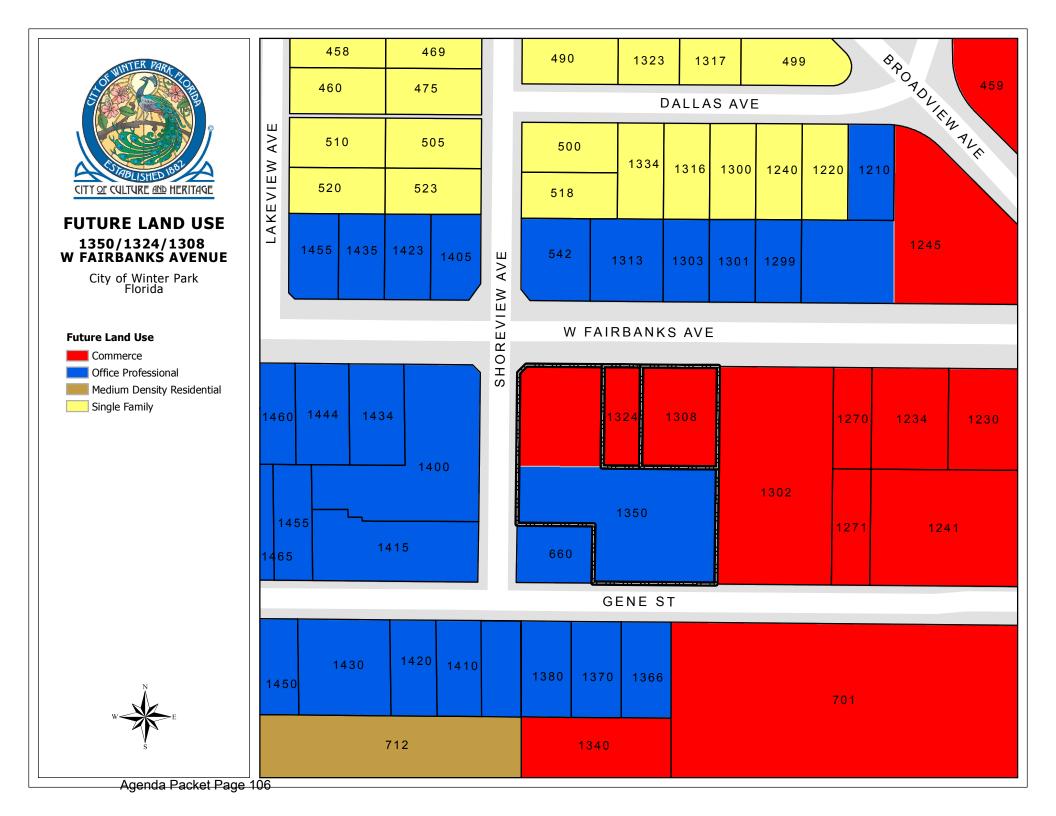


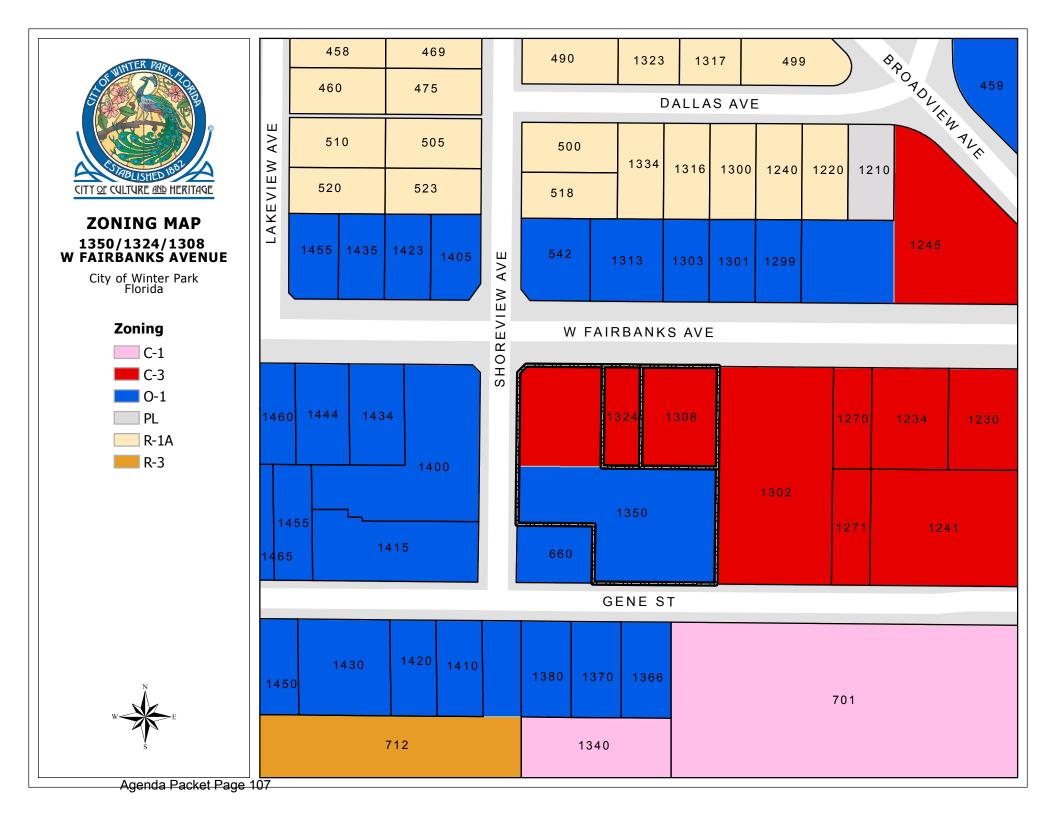
SITE LOCATION 1350/1324/1308 W FAIRBANKS AVENUE

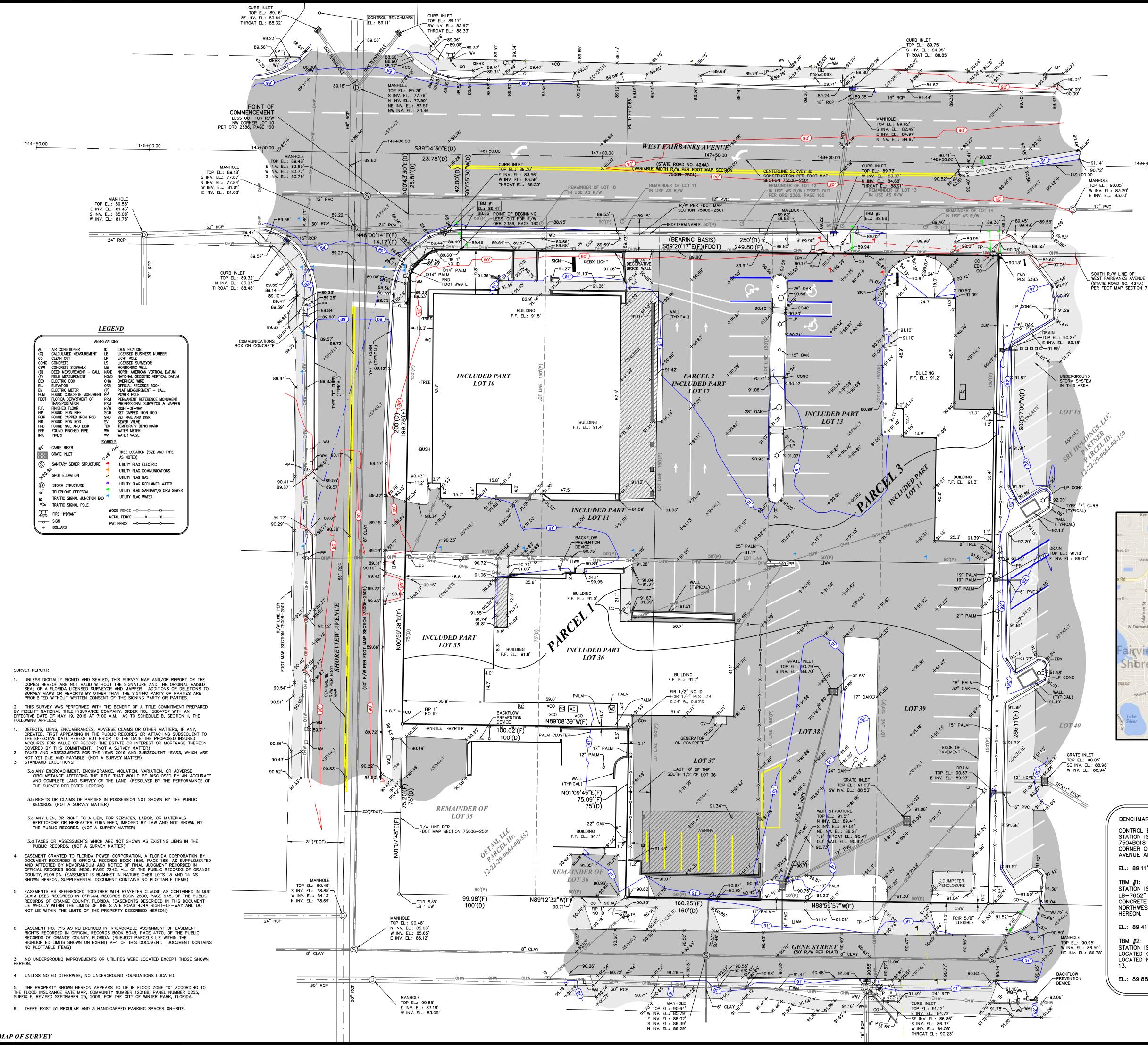
City of Winter Park Florida



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Agenda Packet Page 108

MAP OF SURVEY LOTS 10 AND 11, THE NORTH HALF OF LOTS 35 AND 36, THE EAST 10 FEET OF THE SOUTH HALF OF LOT 36, AND ALL OF LOTS 37 THRU 39, Surveying BEVERLY PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK K, PAGE 45, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS ANY PORTION THEREOF USED FOR RIGHT-OF-WAY LOT 12, BEVERLY PARK AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK "K", PAGE 45, OF THE PUBLIC RECORDS OF ORANGE COUNTY, LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 2386, PAGE 160 OF THE PUBLIC ${\cal F}{\cal B}$ 15 S RECORDS OF ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS: LOT 12, BEVERLY PARK SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK "K", PAGE 45 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 10, BEVERLY PARK SUBDIVISION, THEN RUN NO0°43'30"E, 26.81 FEET, THENCE RUN S89°04'30"E, A DISTANCE OF 23.78 FEET, THENCE RUN S00'55'30"W 42 FEET, FOR THE POINT OF BEGINNING, THENCE RUN S89'20'17"E 286.35 FEET FOR THE END LOTS 13 AND 14, BEVERLY PARK ACCORDING TO A PLAT THEREOF RECORDED IN BOOK "K", PAGE 45, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. LESS ANY PORTION THEREOF USED FOR RIGHT-OF-WAY SURVE

(STATE ROAD NO. 424A) PER FDOT MAP SECTION 75006-2501

GRAPHIC SCALE

1 inch = 20

149+40.00

LEGAL DESCRIPTION:

PARCEL 1:

PURPOSES.

PARCEL 2:

FLORIDA.

THAT PART OF:

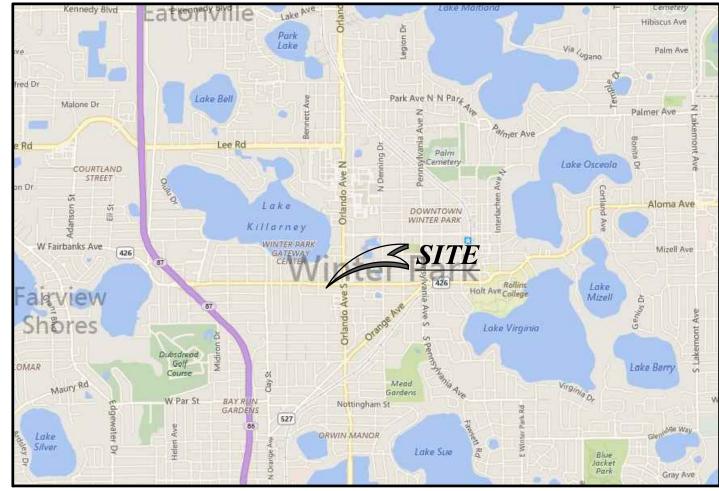
PARCEL 3:

PURPOSES.

OF THIS DESCRIBED LINE.



VICINITY MAP



BENCHMARKS:

CONTROL BENCHMARK: STATION IS AN FDOT BENCHMARK NUMBER 7504B018 LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SHOREVIEW AVENUE AND WEST FAIRBANKS AVENUE.

EL.: 89.11' (NAVD88)

STATION IS A NAIL AND DISK STAMPED "EBI LB-7652" LOCATED ON THE TOP OF THE CONCRETE CURB INLET LOCATED NEAR THE NORTHWEST CORNER OF PARCEL 1 AS DESCRIBED

EL.: 89.41' (NAVD88)

TBM #2:

HEREON.

STATION IS A NAIL AND DISK STAMPED "LB-714" LOCATED ON THE CONCRETE CURB INLET LOCATED NEAR THE NORTHEAST CORNER OF LOT

EL.: 89.88' (NAVD88)

TO LEON CAPITAL GROUP, LLC; SQUIRE PATTON BOGGS (US) LLP; FIDELITY NATIONAL TITLE INSURANCE COMPANY; LG 2121 S. ORANGE, LLC A TEXAS LIMITED LIABILITY COMPANY:

HIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A) (NONE PROVIDED), 7(A), 8, 9, 13, 16, AND 20 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON 07/26/2016. AND

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

ျက BOUNDARY Ē က္ တိ

3

DATE OF SURVEY: 07/26/2016

REVISIONS:

APPD.

DRAWN: EWB CHECKED: HAK **REVISION:** FILE: LC19ALTAX.dwg

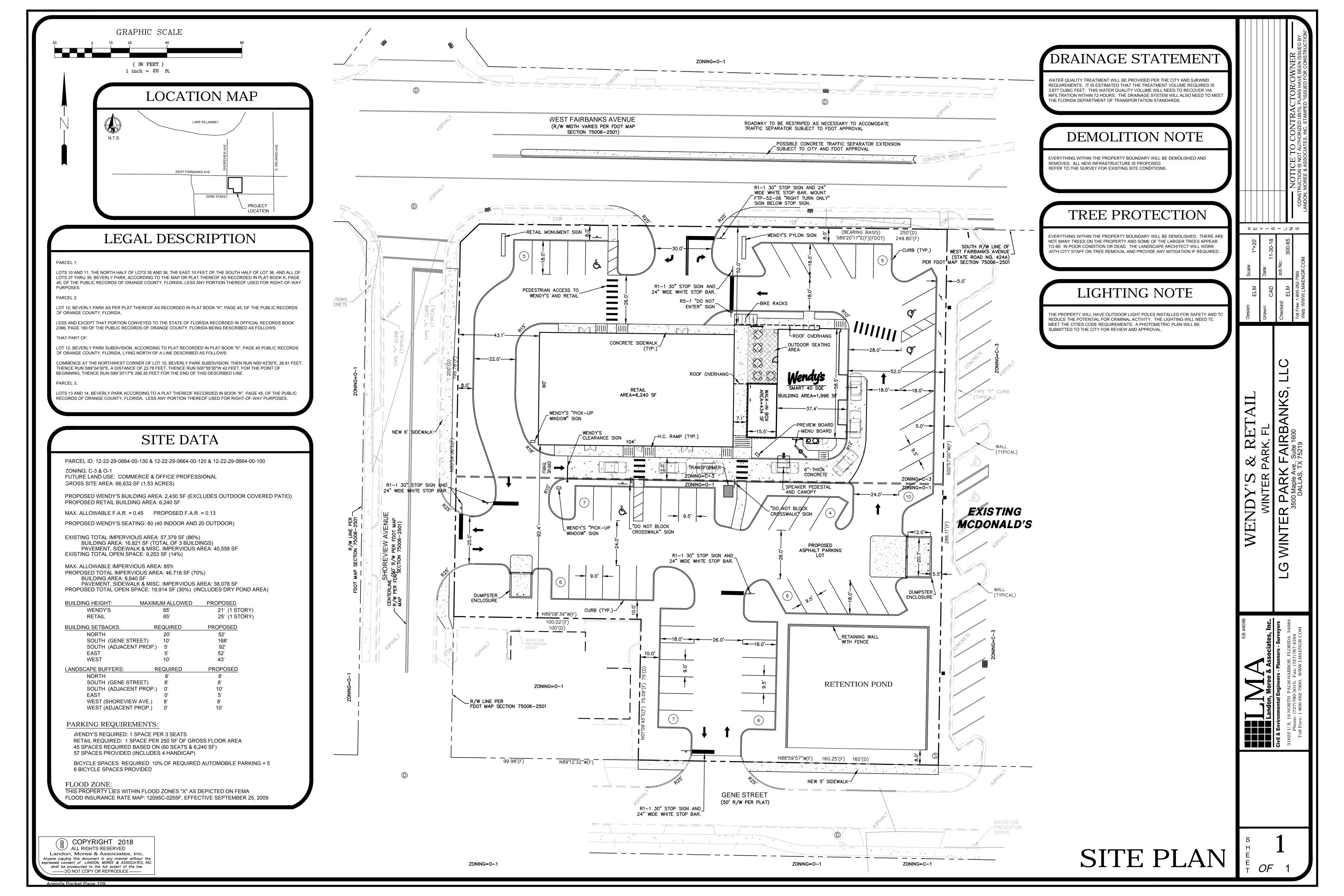
PROJECT NUMBER: LCGR0019

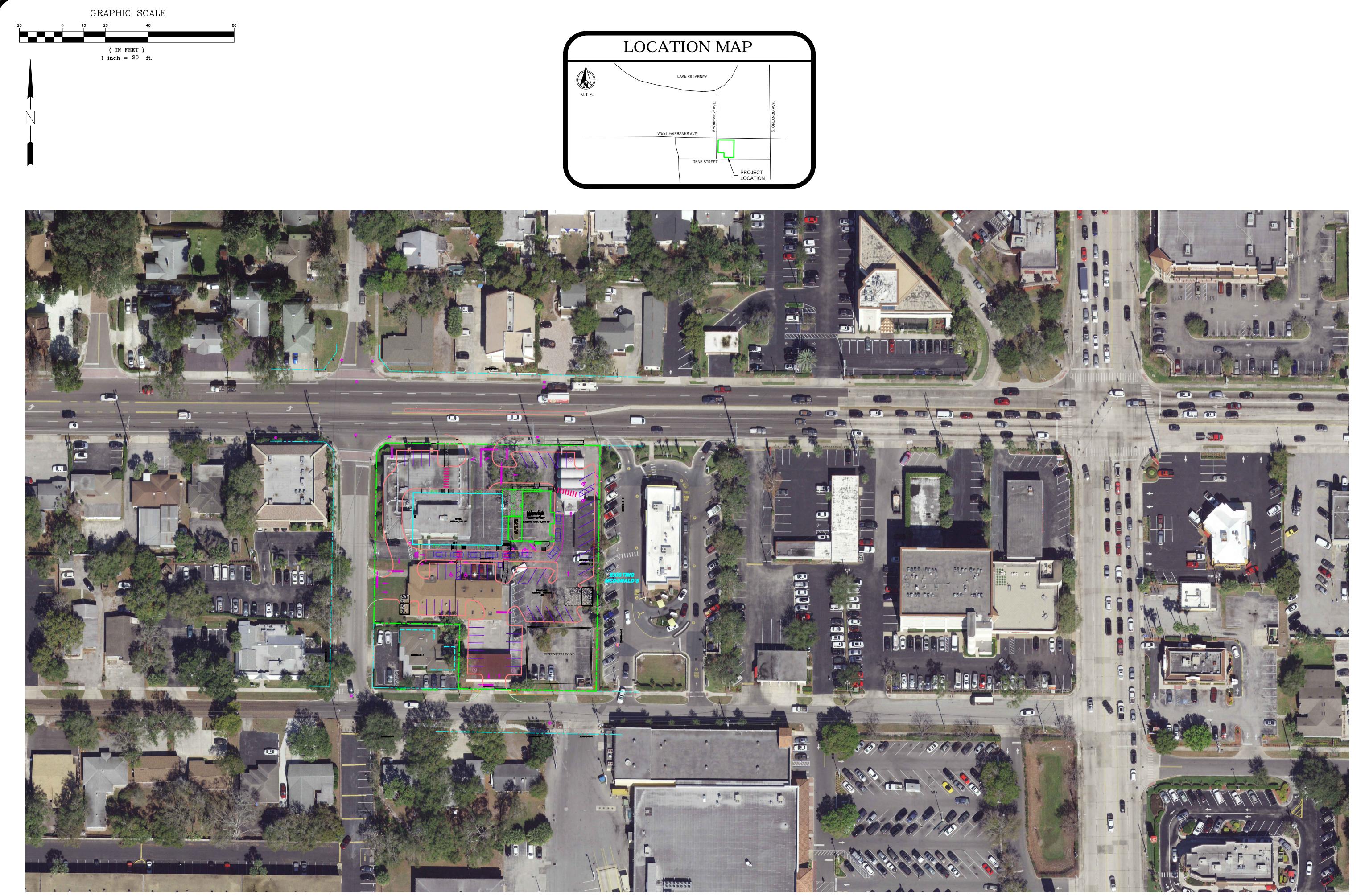
SHEET NO.

DATE SIGNED HENRY A. KILBURN, PSM SURVEYOR AND MAPPER NUMBER: LS-6661

8/1/2016

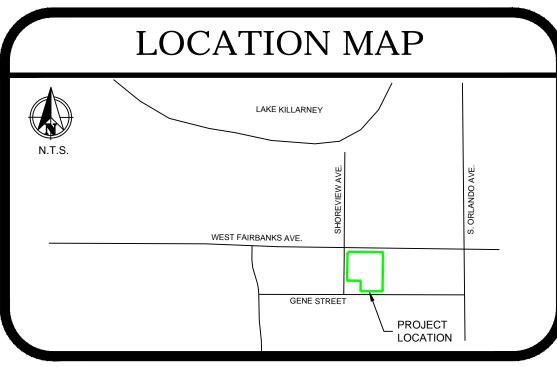
OF





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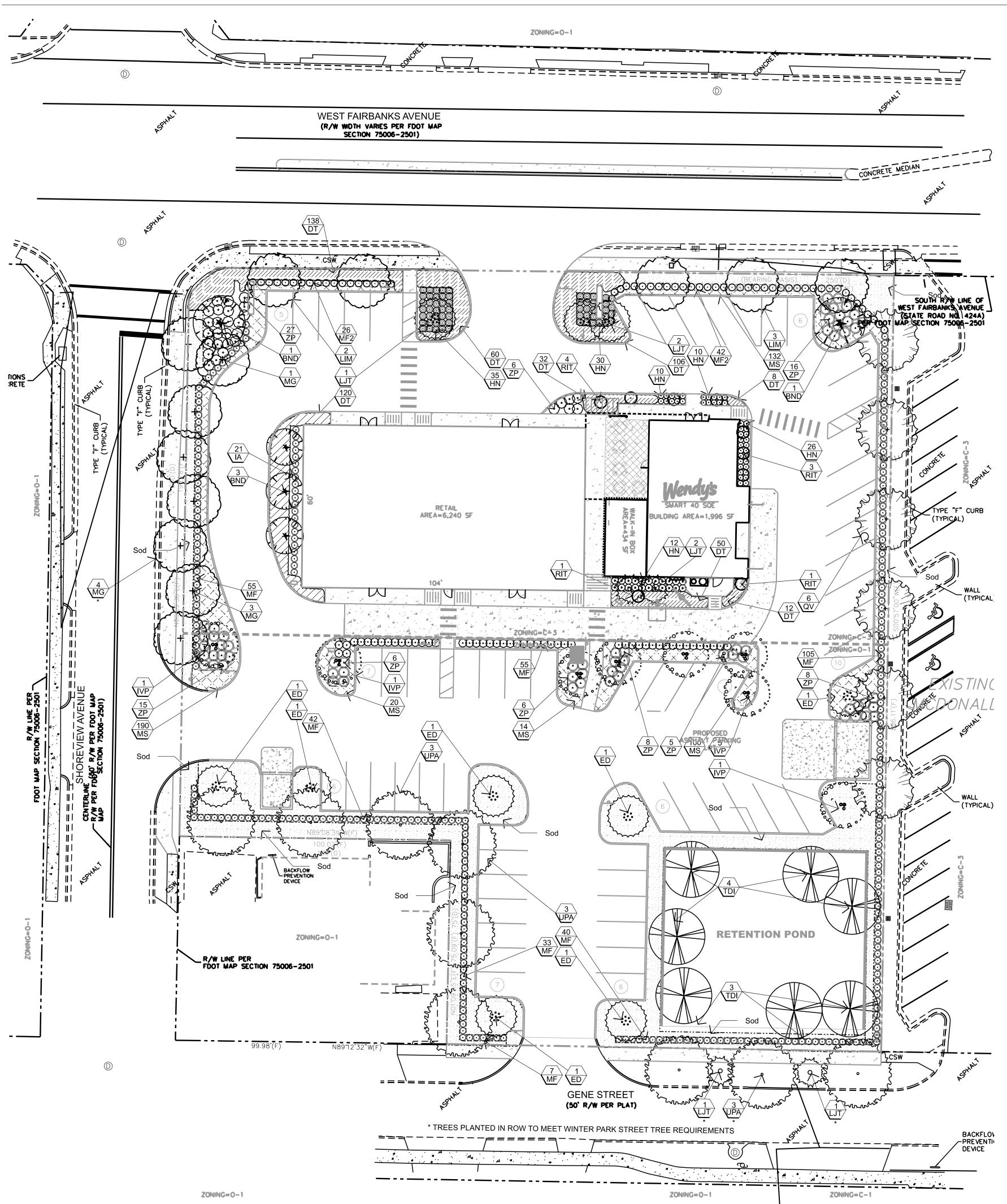
a Packet Page 110





OF

AERIAL EXHIBIT



WENDYS WINTER PARK WINTER PARK, FLORIDA

Terra Tectonics design group international, inc.727-441-4504

rev 1-9-19 12/3/2018 Project No. 18-869

Quantity	Symbol	Common Name	Botanical Name	CONTAINER SIZE	MINIMUM ROOTBALL	
T					SIZE	
Trees 5	LIM	MUSCOGEE Crepe	LAGERSTORMEA indica	65 GALLON	36"	3"
		Myrtle	'Muscogee'			
7	TDI	Bald Cypress	TAXODUIM distichum	65 gallon	28"	3"
8	IVP	ILEX vomitoria 'pendula'	Weeping Ilex	100 gallon	36"	3"
5	BND	BETULA nigra 'Dura- Heat'	River-Birch-Dura-Heat	100 gallon	36"	3"
8	UPA	ULMUS parvifolia 'ALEE'	Alee Elm	100 gallon	36"	3"
6	QV	Live Oak 'Boardwalk'	QUERCUS virginiana 'Boardwalk'	65 GALLON	36"	3"
8	MG	DD Blandchard Magnolia	MAGNOLIA grandiflora 'DD Blandchard'	100 gallon	36"	3"
7	ED	Japanese Blueberry	ELAEOCARPUS decipiens	25 GALLON	28"	2"
7	IJТ	Ligustrum Tree	LIGUSTRUM japonica	25 GALLON	28"	2"
61	Total ti	ees planted on-site				
	1			container:	on center	size sp
Shrubs					spacing	
21	IA	Anise	ILLICIUM floradanum	3 GALLON	30"	16" ht:
9	RIT	India Hawthorn Standard	RHAPHEOPLEPSIS indica 'Standard'	15 gallon		42" ht
123	ΗN	Dwarf Hamelia	HAMELIA nodosa	3 GALLON	24"	12" ht
337	MF	Simpson stopper	MYCIANTHES fragrans	3 GALLON	30"	16" ht
68	MF2	Simpson stopper	MYCIANTHES fragrans	7-GALLON	30"	30" ht:
97	ZP	Coontie	ZAMIA pumila	7-GALLON	32"	16" ht
Groundco						
498	DT	Varigated Flax Lily		3 GALLON	24"	12" ht.
456	MS	Sunshine Mimosa		1 GALLON	14"	1 gallo
SOD						
19500	SOD	Bahia	PASPALUM notoatum	patch and repair as needed		
0	SOD	EMPIRE ZOYSIA	ZOYSIA japonica "EMPIRE"			
Total Site	Irrigati	ion:				
	-					
19500	SF +/-	Turf Irrigation				
9930	SF +/-	Shrub Irrigation				
250	LF +/-	Loop Main				
1	EA	1" EXISTING WATER N	METER - use for irrigation -contr	actor to incldue	backflow de	evice and
Miscellaı 88	neous P CY	lant Materials And Sit Pine Bark Mulch	e Work:			
1	Bags	Pre-Emergent Herbicide	20 lbs for plant beds			
4	Bags	Fertilizer: 6-6-6	for sod - do not fertilize in the	first 30 days aft	er installatio	n
1	Bags	Fertilizer: 16-4-8				

NOTES:

- 1. LANDSCAPE MAINTENANCE SHALL BE BY **PROPERTY OWNER AND WENDY'S**
- 2. IRRIGATION SHALL BE MAINTAINED BY PROPERTY OWNERS AND WENDY'S.

AND STANDARDS 2015 EDITION.

MUM MINIMUM SPECIFIC SIZE REQUIREMENTS

12' HT X 48" CROWN SPREAD

12' HT X 48" CROWN SPREAD

12' HT X 48" CROWN SPREAD

multi-trunk- 12' HT X 48" CROWN SPREAD

12' HT X 48" CROWN SPREAD

- 12' HT X 48" CROWN SPREAD
- 12' HT X 48" CROWN SPREAD
- 7' crown x 36" spread, 48" ct
- 7' crown x 36" spread -multi-trunk

specifications:

nt x 14" spr. full nt x 36" spread 24" standard

ht x 14" spr. full

ht x 14" spr. full

nt x 16" spr. full

nt x 14" spr. full

nt. x 12" spr.

llon pots 18 " on center spacings 4" ht x 12" spread

(CONTRACTOR IS RESPONSIBLE FOR PROVIDING SUFFICIENT QUANTITIES FOR COMPLETE INSTALLATION. ACTUAL AMOUNTS MAY VARY FROM AMOUNTS INDICATED.

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VARY FROM AMOUNTS INDICATED. and shut off valve

CONTRACTOR IS RESPONSIBLE FOR PROVIDING SUFFICIENT QUANTITIES FOR COMPLETE INSTALLATION. ACTUAL AMOUNTS MAY VARY FROM AMOUNTS INDICATED. EΑ

50 lb. bag 50 lb. bag



Know what's **belo**W Call before you dig.

UTILITIES NOTE:

ALL UTILITIES TO REMAIN IN PLACE EXCEPT AS INDICATED ON THE DRAWINGS. CONTACT 811 AT LEAST 48 HOURS PRIOR TO EXCAVATION FOR VERIFICATION OF EXISTING UTILITY LOCATIONS. NOT ALL UTILITIES ARE MEMBERS OF THE "ONE CALL" SYSTEM; THEREFORE, DIRECT CONTACT WITH THE UTILITY COMPANY MAY BE REQUIRED.

MULCH NOTE:

A LAYER OF MULCH TO A MINIMUM DEPTH OF THREE (3) INCHES SHALL BE PROVIDED IN PLANT BEDS AND AROUND INDIVIDUAL TREES IN TURFGRASS AREAS.

TREE PROTECTION NOTE: 1. PROTECTIVE BARRIERS AND THE USE OF OTHER MEASURES TO PREVENT TREE DAMAGE (PESTICIDE APPLICATIONS, ROOT PRUNING, INTENSIVE MULCHING, ETC. TO REDUCE SOIL COMPACTION) WILL BE REQUIRED AS NECESSARY.

2. SITE CLEARING AND TREE REMOVAL ARE NOT TO OCCUR PRIOR TO APPROVAL AND INSPECTION OF PROTECTIVE BARRICADES, OR BEFORE THE PROJECT'S BUILDING PERMITS HAVE BEEN ISSUED.

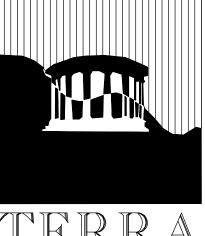
3. ALL UTILITIES SHALL BE ROUTED AROUND PROTECTED AREAS AND EXISTING TREE DRIPLINES. NO TRENCHES SHALL BE DUG UNDER DRIPLINES OR IN PROTECTED AREAS. PLANTING INSTALLED UNDER DRIPLINES SHALL BE HAND DUG AND ROUTED AROUND ROOTS GREATER THEN 1". DO NOT CUT ANY ROOTS GREATER THEN 1".

4. ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PRUNED BY AN ISA-CERTIFIED ARBORIST, IN ACCORDANCE WITH THE INTERNATIONAL ARBORIST ASSOCIATION (ISA) PRUNING STANDARDS, AND ANSI 300 PRUNING STANDARDS

5. ALL EXOTIC INVASIVE SPECIES AS DETERMINED BY THE STATE OF FLORIDA, I.E., BRAZILIAN PEPPER (SHINTUS TERIBINTHIFOLIA), PUNK TREES (MALELEUCA LUCADENDRON) AND CHINESE TALLOW (SAPIUM SEBIFERUM) MUST BE REMOVED AS A CONDITION OF SITE DEVELOPMENT. WHERE NECESSARY DUE TO THEIR PROXIMITY TO PROTECTED PLANT MATERIAL, HAND REMOVAL WILL BE REQUIRED. SHOULD THIS REMOVAL BE TO A DEGREE THAT A POTENTIAL FOR EROSION IS CREATED, THE AREA MUST BE RESTABILIZED WITH SUITABLE MATERIAL AND SODDED. FOR SUBDIVISION PROPERTIES, INVASIVE PLANT REMOVAL SHALL NOT BE REQUIRED ON A LOT UNLESS THE LOT DEVELOPMENT IS PROPOSED AS PART OF THE INFRASTRUCTURE DEVELOPMENT. SEE WETLAND RESTORATION PLAN.

6.NATIVE PINES UNDERGO STRESS DURING CONSTRUCTION MAKING THEN SUCEPTABLE TO PINE BARK BEETLES. THE APPLICATION OF AN APPROVED INSECTICIDE SHALL BE APPLIED ONE WEEK PRIOR TO CONSTRUCTION ACTIVITY TO ALL PINE TREES TO REMAIN WITHIN 25 FEET OF CONSTRUCTION. CONTRACTOR TO EMPLOY SERVICES OF FLORIDA LICENSED, BONDED AND INSURED PESTICIDE APPLICATION COMPANY WHO WILL FOLLOW APPROVED AND ESTABLISHED TECHNIQUES AND METHODS IN ACCORDANCE WITH STATE AND LOCAL ORDINANCES.

7. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGITATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE COUNTY.



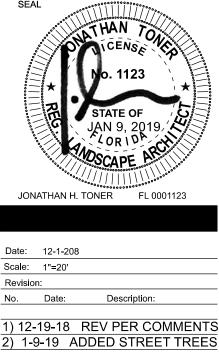


LANDSCAPE ARCHITECTS LAND PLANNERS URBAN DESIGNERS

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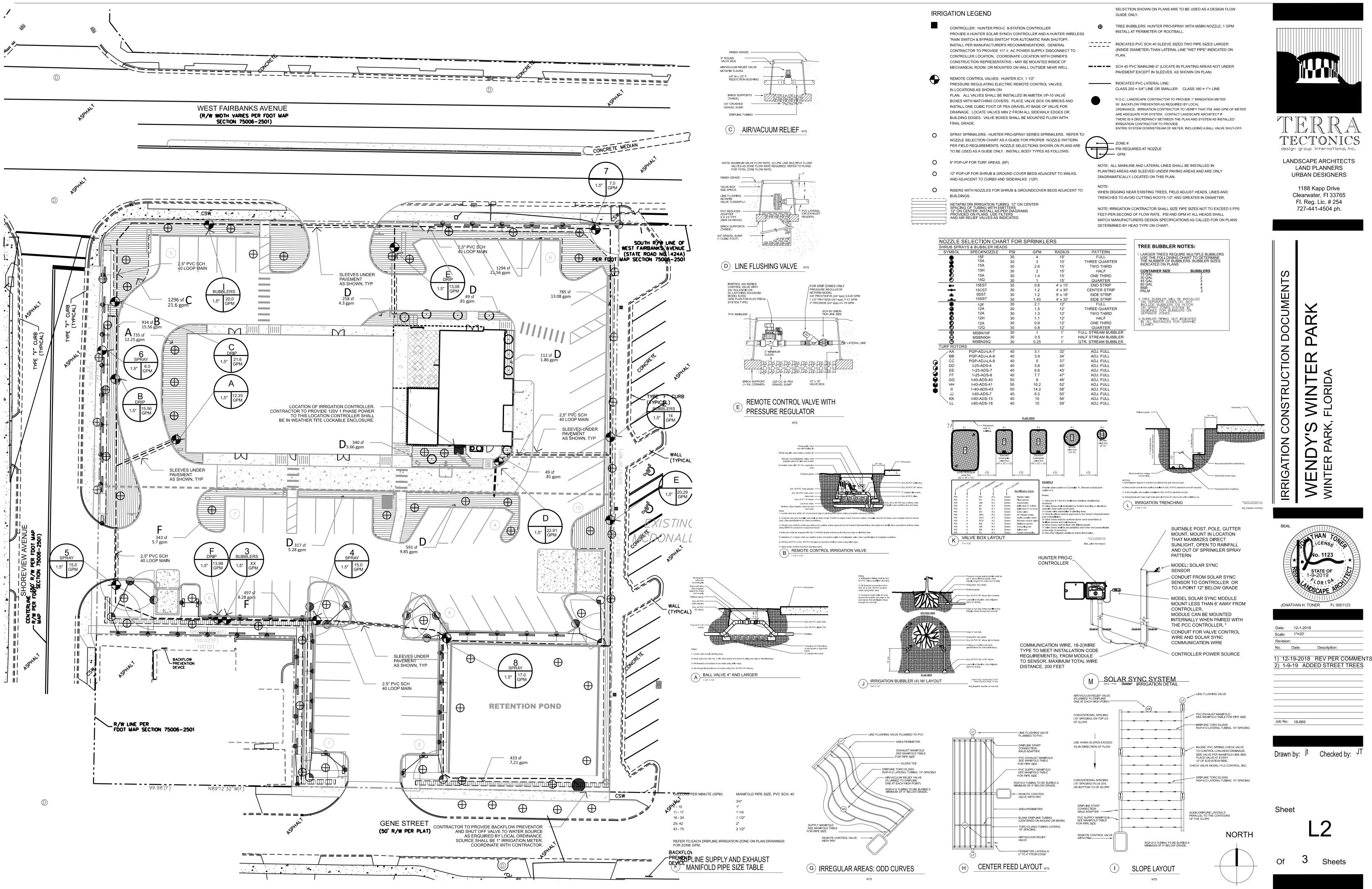
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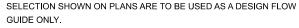
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NORTH

LANDSCAPE CONSTRUCTION DOCUMENTS

Sheet







GENERAL LANDSCAPE NOTES AND SPECIFICATIONS

- 1. IMPLEMENTATION OF THIS PLAN AND SPECIFICATIONS SHALL CONFORM TO THE HIGHEST STANDARDS OF THE TRADE AND TO ALL PREVAILING ORDINANCES AND CODES. THE SPECIFICATIONS CONTAINED HEREIN SHALL SUPPLEMENT THE WRITTEN SPECIFICATIONS.
- 2. PRIOR TO SUBMISSION OF BID, THE LANDSCAPE CONTRACTOR SHALL VISIT THE SITE AND FULLY INFORM HIMSELF OF THE CONDITIONS UNDER WHICH THE WORK IS TO BE ACCOMPLISHED.
- 3. THE WORK INCLUDES SOIL PREPARATION, FINISH GRADING, SUPPLYING AND PLANTING OF TREES, SHRUBS, GROUNDCOVERS. AND SOD OF THE SPECIES, SIZES AND QUALITY AS SHOWN ON THE DRAWINGS AND/OR AS SPECIFIED HEREIN. FURTHER, THE WORK SHALL INCLUDE THE THIRTY DAY (30) DAY MAINTENANCE OF ALL LANDSCAPE AND SOD/SEED AREAS AFTER FINAL ACCEPTANCE BY THE PROJECT ARCHITECT AND OWNER'S REPRESENTATIVE.
- 4. THE LANDSCAPE CONTRACTOR SHALL PROVIDE A LUMP SUM BID PRICE FOR A FULLY AUTOMATIC, 100% OVERLAP COVERAGE, UNDERGROUND IRRIGATION SYSTEM. THE IRRIGATION SYSTEM DESIGN, SPECIFICATIONS AND INSTALLATION SHALL CONFORM TO THE STANDARDS OF THE "IRRIGATION ASSOCIATION", 1911 N. FORT MYERS DRIVE #1009, ARLINGTON, VA 22209, AND TO THE STANDARDS OF THE "FLORIDA IRRIGATION SOCIETY". IRRIGATION SOURCE SHALL BE SHOWN ON THE IRRIGATION PLANS. THE IRRIGATION CONTRACTOR SHALL PROVIDE AN RP7 BACKELOW PREVENTION DEVICE PER LOCAL GOVERNING CODES AND ORDINANCES SIZE ACCORDINGLY. SUBMIT PLAN PER WRITTEN SPECIFICATIONS TO ARCHITECT FOR APPROVAL.
- 5. THE LANDSCAPE CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK, PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE ARCHITECT AND OWNER'S CONSTRUCTION REPRESENTATIVE IF REQUESTED.
- 6. THE LANDSCAPE AND IRRIGATION CONTRACTOR SHALL BE PROPERLY LICENSED FOR STATE AND LOCLA REQUIRMENTS AND INSURED. CONTRACTOR SHALL SUPPLY OWNER OR GENERAL CONTRACTOR WITH COPIES OF THE SPECIFIC LICENCE AND INSURANCE AS NEEDED AND REQUESTED.
- 7. ALL WORK IN THE RIGHT OF WAY AREAS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE LOCAL AND/OR STATE HIGHWAY JURISDICTION AS WELL AS GENERAL CONTRACTOR REQUIREMENTS. 8. CONSTRUCTION EQUIPMENT IS NOT ALLOWED ON SITE UNTIL A HABITAT MANAGEMENT AND LANDSCAPE PERMIT IS IN HAND, (AS
- REQUIRED BY LOCAL ORDINANCE). 9. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS (EXISTING AND PROPOSED), RELATED PAVING, ELEVATIONS, WATER AND ELECTRICAL SUPPLY, ETC. PRIOR TO START OF WORK. NOTIFY THE GENERAL CONTRACTOR AND THE ARCHITECT/OWNER'S AGENT IN WRITING OF UNSATISFACTORY CONDITIONS PRIOR TO START OF WORK. START OF WORK WILL INDICATE ACCEPTANCE OF CONDITIONS
- AND FULL RESPONSIBILITY FOR COMPLETED WORK. 10. VERIFY ALL UNDERGROUND AND ABOVE-GROUND UTILITY LOCATIONS PRIOR TO ANY EXCAVATION. IF UNDERGROUND CONSTRUCTION, UTILITIES OR OBSTRUCTIONS ARE ENCOUNTERED DURING THE EXCAVATION OF PLANTING AREAS OR PITS. IMMEDIATELY INFORM THE OWNER'S CONSTRUCTION REPRESENTATIVE. ALTERNATE LOCATIONS FOR THE PLANT MATERIAL(S) WILL BE SELECTED BY THE ARCHITECT OR AGENT, SUCH CHANGES IN LOCATION SHALL BE MADE BY THE CONTRACTOR WITHOUT ADDITIONAL COMPENSATION.
- 11. THE LANDSCAPE CONTRACTOR SHALL BEAR SOLE RESPONSIBILITY FOR ANY AND ALL DAMAGES THAT RESULT FROM HIS ACTIVITIES DU TO IMPROPER VERIFICATION OF UTILITIES AND/OR OPERATOR ERROR DURING EXCAVATIONS. SEE RELATED CIVIL PLANS FOR ADDITIONAL INFORMATION AND COORDINATE ON-SITE WITH THE GENERAL CONTRACTOR AND OTHER TRADES PRIOR TO START OF WORK.
- 12. ALL EXISTING TREES SHALL BE INSPECTED BY THE LANDSCAPE CONTRACTOR TO THE DETERMINE THE EXTENT OF TRIMMING AND PRUNING REQUIRED TO "SHAPE-UP" TREES TO A MIN HT OF 8'. THIS WORK SHALL BE DEEMED PART OF THE LANDSCAPE CONTRACTORS CONTRACT FOR SERVICES FOR THIS PROJECT SITE.
- 13. SITE CONTRACTOR SHALL PROVIDE THE LANDSCAPE CONTRACTOR WITH A FINISH GRADE OF (PLUS OR MINUS) ONE TENTH OF ONE FOOT. GRADE SHALL BE CLEAR OF DEBRIS AND WEED GROWTH. FINISH GRADES ADJACENT TO PAVING SHALL BE TWO INCHES (2") BELOW TOP OF CURBS, WALKS OR PAVING IN ORDER TO CONTAIN SOD OR MULICH AS SPECIFIED
- 14. SITE CONTRACTOR SHALL EXCAVATE ANY LIMESTONE BASE MATERIAL OR OTHER MATERIALS NOT CONDUCIVE TO PROPER PLANT GROWTH FROM ALL PLANTING AREAS. WHERE INDICATED, THE SITE CONTRACTOR SHALL PROVIDE BERMS, MOUNDING OR CROWNS TO PARKING ISLANDS OF INDIGENOUS/VIABLE SOIL COMPACTED TO TWENTY-FIVE PERCENT. CROWN PARKING ISLANDS TO A MAXIMUM OF 12" TO THE CENTER FOR DRAINAGE WITH A SLOPE NOT TO EXCEED 3:1. IF THE EXISTING GRADE WITHIN THE DRIPLINE OF AN EXISTING TREE SHOWN TO REMAIN IS MODIFIED BY SIX INCHES (6") OR MORE THEN THE SITE CONTRACTOR SHALL PROVIDE TREE WELLS OR RETAINING WALLS AS REQUIRED FOR THE PRESERVATION OF EXISTING TREES TO REMAIN. SEE ADDITIONAL SPECIFICATIONS AND DETAIL FOR TREE BARRICADES
- 15. NO GRADE CHANGE SHALL OCCUR WITHIN THE CANOPY DRIP LINE OF PINE TREES AND 2/3 THE CANOPY DRIP LINE OF HARDWOOD TREES TO BE SAVED. THE FOOTPRINT OF UTILITIES (I.E. STORM, SANITARY, POWERLINES, WATER, SEWER, ETC.) AS WELL AS THE LIMITS OF TRENCHING OR FILL MATERIAL IS NOT PERMITTED TO ENCROACH WITHIN THE ABOVE STATED LIMITS. 16. REQUIRED TREE BARRICADES AND EROSION CONTROL MEASURES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION.
- ENCROACHMENT INTO OR FAILURE TO MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTIONWHICH MAY INCLUDE CITATIONS AND/OR PERMIT REVOCATION. 17. ALL STORMWATER RUNOFF MUST BE DIRECTED TO THE RETENTION AREAS.
- 18. PLANT MATERIAL SHALL BE GRADED FLORIDA NO.1 OR BETTER AS OUTLINED UNDER THE "GRADES AND STANDARDS FOR NURSERY PLANTS", PARTS I AND II, STATE OF FLORIDA, 2015 DEPARTMENT OF AGRICULTURE AND SHALL CONFORM TO AAN STANDARDS FOR NURSERY STOCK (ANSI 260.1-1980)
- 19. NO SUBSTITUTIONS SHALL BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. PLANS SHALL BE BID BY ALL BIDDERS AS SHOWN, SUBMIT WRITTEN VERIFICATION OF ANY PLANT MATERIAL(S) THAT MAY BE UNAVAILABLE AS SPECIFIED. TO THE LANDSCAPE ARCHITECT DURING BIDDING, OTHERWISE IT WILL BE EXPECTED FOR THE CONTRACTOR TO SUPPLY THE MATERIALS AS SHOWN ON PLAN.
- 20. COORDINATE THE INSTALLATION OF TREES AND PLANTS SO AS TO NOT OBSCURE THE SITE VISIBILITY TRIANGLE AT INTERSECTIONS AND THE VISIBILITY OF DIRECTIONAL SIGNS OR LIGHTS. FIELD ADJUST TREE AND PALM LOCATIONS AS REQUIRED TO AVOID CONFLICT WITH LIGHT POLES, SIGNS AND OTHER TRAFFIC SAFETY DEVICES.
- 21. THE OWNER SHALL PROPERLY MAINTAIN TREES AND PLANT MATERIALS AFTER FINAL ACCEPTANCE IN ORDER TO MAINTAIN UNOBSTRUCTED VISIBILITY FOR PEDESTRIANS AND VEHICLES FOR A PERIOD AS DETERMINED BY CONTRACT. 22. IN THE EVENT OF A VARIATION BETWEEN THE PLANT LIST AND THE ACTUAL NUMBER OF PLANTS SHOWN OR NOTED ON THE PLANS IN PLANT CALLOUTS, THE PLANT CALLOUTS SHALL CONTROL. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCY DURING BID PROCESS IN WRITING.
- 23. PLANTS AND TREES SHALL BE SET PLUMB, AT THE SAME GRADE AT WHICH THEY HAVE BEEN GROWN, BEST SIDE FACING PRIME VISIBILITY AND THOROUGHLY WATERED-IN TO ELIMINATE AIR POCKETS. IF SITE CONDITIONS ARE UNFAVORABLE TO VIGOROUS PLANT GROWTH, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED PRIOR TO SUBMITTING BID AND COMMENCING CONSTRUCTION. 24. THE CONDITIONS ARE CONSIDERED ACCEPTED BY CONTRACTOR IF WRITTEN NOTIFICATION IS NOT RECEIVED BY OWNER OR LANDSCAPE
- ARCHITECT BEFORE COMMENCEMENT OF INSTALLATION OF THE MATERIALS. 25. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROPER DRAINAGE FOR ALL TREES AND PLANT MATERIALS. TREES
- SET TOO HIGH OR LOW MAY BE REJECTED, VERIFY PROPOSED FINISH GRADES AND SET TREES ACCORDINGLY. 26. SEE DETAILS FOR PLANTING, STAKING AND GUYING. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY SECURING AL TREES, PALMS AND LARGE SHRUBS IMMEDIATELY AFTER PLANTING. ALL GUY WIRES SHALL BE FLAGGED AND ALL STAKES SHALL BE DRIVEN 27. FLUSH WITH SURROUNDING GRADE FOR PUBLIC SAFETY. PLASTIC ARBOR-TIES WILL NOT EB CONSDERD AS ACCEPTABLE FOR TIEING TREES
- TO STAKES. 28. PLANTING SOIL FOR ALL TREES AND SHRUBS SHALL CONSIST OF 60% PEAT, 20% COMPOST, AND 20% WOOD PRODUCT FOR AERATION. PLANTING MIX SHALL HAVE A pH OF 6.0-6.5 / MIX 25% PLANTING SOIL WITH 75% ON-SITE SOIL FOR PLANTING SOIL BACKFILL. TEST SOIL OVER THE ENTIRE SITE AFTER FILL OPERATIONS FOR PROPER Ph AND DRAINAGE. AMEND SOIL AS NECESSARY FOR PLANT MATERIAL
- REQUIREMENTS PER SOIL TEST RESULTS. BACKFILL ALL TREES AND SHRUBS AT THE FOLLOWING RATE:
- a. TREES 3.5" CAL. AND GREATER =1 CUBIC YARD EACH b. TREES 1" - 3" CAL./30 GAL. =1/2 CUBIC YARD EACH
- c. GALLON CONTAINER SIZE =1/4 CUBIC YARD EACH d. GALLON CONTAINER SIZE = 35 PLANTS PER CUBIC YARD
- e. GALLON CONTAINER SIZE = 65 PLANTS PER CUBIC YARD
- f. ROOTED CUTTINGS/ 4" POTS = 6" DEPTH OF ANNUAL BED MIX
- g. ROOTED CUTTINGS, 2" AND 4" POT MATERIAL SHALL BE PLANTED IN A 6" DEPTH 29. PREPARED BED CONTAINING AN "ANNUAL BED MIX" COMPOSED OF 1/3 PEAT, 1/3 COMPOSTED PINE BARK, 1/3 SAND AND DOLOMITE
- WITH A 6.0-6.5 pH. TREAT ROOT AREA WITH "ROOTS, INC." ROOT ENHANCER PER MANUFACTURER'S DIRECTIONS. 30. FERTILIZE WITH SLOW RELEASE "OSMOCOTE" OR EQUAL, WITH A MINIMUM OF 75% SLOW RELEASE FORMULA AND 25% FAST RELEASE FOMULA BLEND, FERTILIZE AS PER MANUFACTURER'S DIRECTIONS.
- 31. SHRUBS SHALL BE PLANTED IN CIRCULAR PLANT PITS WITH A DIAMETER OF 16" GREATER THAN THE ROOTBALL OR CONTAINER. TREES SHALL BE PLANTED IN CIRCULAR PITS WITH A DIAMETER OF 28" GREATER THAN ROOTBALL OR CONTAINER AND BACKFILLED WITH PLANTING SOIL MIX. REMOVE CONTAINER AND CUT ROOTS IN 3 PLACES FOR OPTIMUM GROWTH. REMOVE TOP 12" OF BURLAP OR GROW BAG CONTAINERS FROM TREES.
- 32. FERTILIZE TREES, SHRUBS AND GROUNDCOVERS WITH 02-4-12 BY BROADCASTING EVENLY THROUGHOUT THE PLANTING AREA WITH A PROPERLY CALIBRATED SPREADER PER MANUFACTURER'S RECOMMENDED APPLICATION RATE. THOROUGHLY WATER PLANT MATERIALS AFTER FERTILIZING, CONTRACTOR TO SUBMIT FERTILIZER SPECIFICATIONS FOR APPROVAL AT TIME OF CONTRACT CONSTRUCTION. 33. CONCTRACTOR TO PROVIDE SUBMITTALS FOR APPROVAL FOR OF THE GRANULAR HERBICE FOR THE PLANT BEDS. CONTRACTOR UPON APPROVAL OF PRODUCT, SHALL APPLY GRANULAR HERBICIDE (CONTAINS SURFLAN) PER MANUFACTURER'S DIRECTIONS TO ALL PLANT BED AREAS PRIOR TO MULCHING. USE A PROPERLY CALIBRATED GRANULAR APPLICATOR AND DO NOT APPLY CHEMICAL DIRECTLY ONTO
- LEAVES OF PLANTS. 34. ALL PLANT BEDS AND TREE RINGS SHALL BE MULCHED WITH A 3" DEPTH LAYER OF PINEBARK TYPE MULCH, UNLESS SPECIFIED DIFFERENTLY ON PLANS. DEPTH SHALL BE MEASURED AFTER COMPACTION. REMOVE ANY STRAY MULCH FROM CANOPIES AND LEAVES
- OF SHRUBS & GROUNDCOVERS AND PROPERLY "TUCK-IN" MULCH ALONG EDGES. 35. BED LINES SHALL HAVE WELL DEFINED TRENCH EDGES TO CONTAIN MULCH. HEDGE LINES SHALL BE LAID OUT WITH STRINGLINE IN THE FIELD PER PLAN LAYOUT. TREES OR SHRUBS SHOWN IN A LINE ON THE PLAN SHALL HAVE THE TRUNKS/CANOPIES IN PROPER ALIGNMENT UPON VISUAL INSPECTION AFTER INSTALLATION. GROUNDCOVER AND SHRUB BEDS SHALL BE PLANTED ON TRIANGULAR SPACING WITH PLANTS INSTALLED AND FACED FOR OPTIMUM GROWTH INTO THE BED.
- 36. TREES, PALMS AND SHRUBS SHALL BE PLANTED SO AS TO MAINTAIN ADEQUATE CLEARANCE FROM THE EDGE OF WALKS AND ALONG BUILDING WALLS. CURVILINEAR BED LINES SHALL BE ACCURATELY SCALED FROM PLANS AND LAID-OUT IN THE FIELD. IF FIELD CONDITIONS ARE DIFFERENT FROM PLANS, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT OR ON-SITE REPRESENTATIVE FOR FIELD ADJUSTMENT OF MATERIALS.
- 37. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE MINOR ADJUSTMENTS, IN THE FIELD, TO THE LOCATIONS OF TREES, PALMS, SHRUBS AND GROUNDCOVERS, WITHOUT CHARGE FROM THE LANDSCAPE CONTRACTOR. REVISIONS CAN BE MADE FOR AESTHETIC OR HEALTH, SAFETY WELFARE REASONS OR REQUEST FROM OWNER.
- 38. SODDING IS REQUIRED IN ALL UNPAVED AREAS WITHIN THE SITE BOUNDARIES UNLESS OTHER WISE SHOWN OR NOTED. ALL SOD AREAS SHALL BE PLANTED WITH ST. AUGUSTINE "FLORATAM", SAND GROWN, SOLID-SOD TYPE OR OF A TYPE AS SPECIFIED ON PLANS. SOD 39. SHALL BE FREE FROM PESTS AND WEEDS, LAID IN STAGGERED ROWS WITH NO GAPS, ROLLED, FERTILIZED AND WATERED IMMEDIATELY AFTER INSTALLATION. SOD SHALL NOT BE LAID ON TOP OF WEEDS, STICKS, ROCKS ETC. PRIOR TO SODDING OR SEEDING, TREAT SOIL WITH "ROUND-UP" PLANT KILLER AT A RATE OF 2 OZ. PER GALLON OR AS PER MANUFACTURERS INSTRUCTIONS. ALL DEBRIS SHALL BE REMOVED PRIOR TO LAYING SOD. SOD RETENTION SLOPES AND BOTTOMS WITH ARGENTINE BAHIA SOLID SOD, PEGGING SOD ON SLOPES 3:1 AND GREATER. SOD ROLLS SHALL BE LAID HORIZONTAL TO PREVAILING SLOPE TO MINIMIZE EROSION.
- 40. ANY AREAS SUBJECT TO EROSION (E.G. GRASS SWALES, RETENTION AREA EMBANKMENTS) MUST BE STABILIZED BY SOLID-SOD. 41. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SITE EROSION REPAIRS IF SITE IS FINAL-GRADED BY GENERAL CONTRACTOR FOR SODDING AND A DELAY OF SODDING ACTIVITY BY LANDSCAPE CONTRACTOR IS DETERMINED TO HAVE CAUSED EROSION DAMAGE TO FINAL GRADE.
- 42. FERTILIZE TURF AREAS WITH 16-4-8 FERTILIZER AT THE RATE OF 10 LBS OF NITROGEN PER 1000 S.F. OF TURF AREA. WATER AFTER FERTILIZATION TO THOROUGHLY SATURATE THE SOIL. 43. THE IRRIGATION SYSTEM SHALL BE FULLY OPERATING FOR A PERIOD OF TWENTY-FOUR HOURS PRIOR TO START OF PLANTING
- OPERATIONS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY ADDITIONAL HAND-WATERING AS NECESSARY FOR ALL TREES, SHRUBS, GROUNDCOVERS AND TURF AREAS PRIOR TO FINAL ACCEPTANCE. 44. THE JOB SITE SHALL BE KEPT ORDERLY AND REASONABLY CLEAN ON A DAILY BASIS DURING CONSTRUCTION OPERATIONS. UPON
- COMPLETION, THE LANDSCAPE CONTRACTOR SHALL REMOVE ALL DEBRIS AND WASTE GENERATED BY HIS OPERATIONS ON-SITE, INCLUDING THE CLEANING OF WALKS AND PAVING AS NECESSARY. 45. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL NECESSARY MEASURES TO PROTECT THE CONTRACTOR'S
- INSTALLED AND/OR ON-SITE MATERIALS FROM THEFT PRIOR TO FINAL ACCEPTANCE BY OWNER. 46. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR ONE (1) YEAR AFTER FINAL ACCEPTANCE. ALL TREES, PLANTS AND/OR GRASSING NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE GUARANTEE PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED WITHIN TEN (10) DAYS AFTER WRITTEN NOTICE. ALL PLANT REPLACEMENTS SHALL BE OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THE REPLACEMENTS SHALL BE FURNISHED, AND INSTALLED AS HEREIN SPECIFIED AT NO ADDITIONAL COST TO THE OWNER. THE IRRIGATION SYSTEM SHALL BE GUARANTEED FOR ONE (1) YEAR AFTER FINAL ACCEPTANCE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, SEE WRITTEN SPECIFICATIONS.
- 47. AN "AS-BUILT" OF THE LANDSCAPE AND IRRIGATION PLANS SHALL BE MADE BY THE LANDSCAPE AND IRRIGATION CONTRACTOR. THE "AS-BUILT" SHALL BE UP-DATED DAILY AND SHALL BE KEPT ON-SITE AT ALL TIMES DURING THE CONSTRUCTION PERIOD. ANY AND ALL

- AND TO THE ARCHITECT PRIOR TO FINAL ACCEPTANCE AND PAYMENT OF RETAINAGE. 48. AT THE TIME OF FINAL ACCEPTANCE, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE MANUAL
- OPERATING DIRECTIONS AND MANUFACTURER'S LITERATURE TO OWNER'S REPRESENTATIVE

- - AND MANUFACTURER
- LANDSCAPE MATERIALS. c. SOIL SAMPLE TEST RESULTS. CONTRACTOR SHALL AMEND SOIL AS REQUIRED FOR PROPOSED PLANTINGS.
- d. ANY MATERIALS ASSOCIATED WITH HARDSCAPE THAT THE LANDSCAPE CONTRACTOR WILL BE SUPPLIING.
- OPERATION. 52. SUPPLEMENT IRRIGATION SYSTEM BY HAND WATERING OR TRUCK WATERING AS NESCESSARY FOR PROPER ESTABLISHMENT OF INSTALLED PLANT MATERIALS.
- REPOLICED FOR LITTER TRASH CLIPPINGS OR OTHER DEBRIS DURING FACH VISIT
- ACCEPTANCE.

IRRIGATION NOTES

- LABOR NEEDED TO MEET THE INTENT OF THEPROJECT DOCUMENTS & DRAWINGS
- 2. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND/OR COORDINATING PRIOR TO BEGINNING OF INSTALLATION OF

- ADD HEADS AS NEEDED FOR FULL 100% COVERAGE IF SCHEMATIC PLAN LOCATIONS ARE INSUFFICIENT.
- TIME-CLOCK, COORDINATE ELECTRICAL SUPPLY REQUIREMENTS WITH THE GENERAL CONTRACTOR.
- 7. COORDINATE INSTALLATION WITH PLANTING PLAN SO CONFLICTS WITH PROPOSED
- WHERE POSSIBLE.
- (TYP.)
- FOR ADDITIONAL INFORMATION
- 12. IRRIGATION CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS REQUIRED BY GOVERNING AGENCIES. SUBMIT COPIES OF PERMITS TO OWNER'S CONSTRUCTION REPRESENTATIVE.

- OF THE LATERAL LINE "WET-PIPE" SIZE INDICATED ON THE PLANS.
- AS LATERAL LINES WHERE POSSIBLE.
- USED ON ALL CONNECTIONS BETWEEN FLEXIBLE PVC AND RIGID PVC
- TEN FEET ALONG THE MAINLINE WITH EXPANSION LOOPS PROVIDED AT EACH VALVE. "WHITE" COLOR FOR COMMON AND "RED" COLOR AT CONTRACTOR'S EXPENSE
- HEAD OF WATER TO BE SURE THERE IS NO FOREIGN MATTER IN THE LINES. THE CONTRACTOR SHALL TEST THE LINES FOR LEAKAGE BY

- 23. THE IRRIGATION CONTRACTOR SHALL KEEP ONE RECORD SET OF CONSTRUCTION DOCUMENTS OF THE IRRIGATION SYSTEM AND MATIN
- MEASUREMENTS FROM EASILY IDENTIFIED PERMANENT FEATURES, SUCH AS BUILDINGS, CURBS, WALKS, ETC. 24. DRAWINGS SHALL SHOW APPROVED SUBSTITUTIONS, IF ANY, OF MATERIALS INCLUDING MANUFACTURER'S NAME AND CATALOGUE
- THE CONTRACTOR.

OTHER ASPECTS OF HIS CONTRACT HAVE BEEN MET.

- END OF SPECIFICATIONS
- WITHOUT EXPRESS PERSMISSION OF TERRA TECTONICS DESIGN GROUP, INC.

DEVIATIONS FROM THE ORIGINAL CONSTRUCTION DOCUMENTS SHALL BE DULY AND ACCURATELY RECORDED. A REPRODUCIBLE OF EACH "AS-BUILT" SHALL BE PROVIDED BY THE LANDSCAPE AND IRRIGATION CONTRACTOR TO THE OWNER'S CONSTRUCTION REPRESENTATIVE

CONTAINING INSTRUCTIONS FOR THE PROPER CARE OF ALL MATERIALS SPECIFIC TO THE JOB. INCLUDE IRRIGATION TIMECLOCK 49. CONTRACTOR SHALL INSTRUCT THE OWNER'S REPRESENTATIVE HOW TO PROPERLY OPERATE THE TIMECLOCK. THE OWNER SHALL BE

RESPONSIBLE FOR THE PROPER MAINTENANCE AND WATERING OF THE LANDSCAPING AND TURF THIRTY (30) DAYS AFTER ACCEPTANCE. 50. THE LANDSCAPE CONTRACTOR SHALL SUBMIT THE REQUIRED DOCUMENTS IN AN 8-1/2" X 11" FORMAT TO THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO START OF WORK. THE SUBMITTAL SHALL INDICATE THE PROJECT NAME AND LOCATION SHALL BE LABELED ON THE FRONT OF EACH SUBMITTAL WITH THE CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER LISTED ON THE INSIDE FIRST PAGE WITH THE INDEX ALONG WITH PROJECT NAME AND GENERAL CONTRACTOR SUBMITTAL NUMBER IN FORMATION, INCLUDING THE FOLLOWING: a. MANUFACTURER'S CUT-SHEETS FOR IRRIGATION COMPONENTS WITH ALL SPRINKLER HEADS, PVC PIPE, VALVES, VALVE BOXES, PUMP, CONTROLLER, AND MISCELLANEOUS FITTINGS INCLUDED. INDICATE MATERIAL SPECIFICATION, TYPE, MODEL NUMBER

b. NURSERY SUPPLIERS PHOTOGRAPHS AND SPECIFICATIONS FOR REPRESENTATIVE DESCRIPTIONS OF ALL THE PROPOSED

e. LANDSCAPE AND IRRIGATION SCHEDULE OF CONSTRUCTION EVENTS, SCHEDULE SHALL BE COMPREHENSIVE AND ALL-INCLUSIVE OF THE CONTRACTOR'S SCOPE OF WORK AND SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR'S SCHEDULE. 51. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE, TURF AND IRRIGATION SYSTEM FOR A THIRTY DAY (30) ESTABLISHMENT PERIOD AFTER SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE. LANDSCAPE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS TO NECESSARY TO PROPERLY MAINTAIN THE SITE'S LANDSCAPE AND TURF AREAS BY MOWING, EDGING, WEEDING, WATERING, CONTROL OF PESTS, FERTILIZING, AND PRUNING AS NEEDED ON A WEEKLY BASIS. CLEAN UP ALL CLIPPINGS AND PAVED SURFACE AREAS AFTER DAILY MAINTENANCE, CHEMICAL SPRAYS SHALL NOT BE USED FOR WEEDING, USE HAND LABOR TO REMOVE ALL WEEDS. MONITOR THE IRRIGATION SYSTEM FOR PROPER APPLICATION OF WATER TO ALL LANDSCAPE AND TURF AREAS. SPRINKLER HEADS SHALL BE OPERATED, INSPECTED, AND ADJUSTED AS NEEDED FOR PROPER COVERAGE IMMEDIATELY AFTER EVERY MOWING

53. ADJUST CONTROLLER TO APPLY ONE INCH OF WATER PER WEEK TO ALL LANDSCAPE AND TURF AREAS. CONTRACTOR'S PERSONNEL SHALL TAKE ALL NECESSARY MEASURES TO SAFEGUARD THE GENERAL PUBLIC FROM ALL ON-SITE MAINTENANCE ACTIVITIES. ALL AREAS SHALL

54. A RECORD LOG OF ALL ON-SITE ACTIVITIES WILL BE MAINTAINED BY THE CONTRACTOR AND SUBMITTED TO THE ARCHITECT AT FINAL

1. IRRIGATION CONTRACTOR SHALL VISIT THE SITE TO VERIFY ALL CONDITIONS AND DIMENSIONS AS SHOWN ON THE PLANS PRIOR TO SUBMISSION OF BID. THE PLANS ARE SCHEMATIC, AND THE CONTRACTOR SHALL DETERMINE ANY AND ALL NECESSARY MATERIALS AND

IRRIGATION SYSTEM, WITH GENERAL CONTRACTOR, IN-REGARDS TO TYPE AND LOCATION OF WATER SOURCE. 3. IRRIGATION CONTRACTOR SHALL PROVIDE A FULLY OPERATIONAL IRRIGATION SYSTEM FOR 100% OVERLAP COVERAGE OF ALL LANDSCAPE AND TURF AREAS AS INDICATED ON THE LANDSCAPE AND IRRIGATION PLANS (SEE WRITTEN SPECIFICATIONS). 4. THE CONTRACTOR SHALL VERIFY EXISTING GPM/PSI FROM THE PROPOSED WATER SOURCE AND IF NEEDED, THE CONTRACTOR SHALL ADJUST AND BALANCE THE PROPOSED ZONES AS NECESSARY TO MEET ACTUAL GPM/PSI REQUIREMENTS. THE CONTRACTOR SHALL ALSO 5. COORDINATE OPERATION OF THE TIME-CLOCK FOR PROPER ZONE SEQUENCING AND OPTIMUM WATERING TIME. VERIFY TIME-CLOCK

LOCATION AND START/STOP TIMES OF OPERATION WITH OWNER. TIME-CLOCK SHALL BE LOCATED ON AN EXTERIOR WALL IN A LOCKING WALL-MOUNTED UNIT PER LEGEND. THE GENERAL CONTRACTOR'S ELECTRICIAN SHALL PROVIDE 120V. 20AMP POWER SUPPLY TO THE 6. PIPING ON PLANS IS DIAGRAMATICALLY ROUTED FOR GRAPHIC CLARITY, ACTUAL PLACEMENT SHALL BE LOCATED WITHIN PROPERTY BOUNDARY AND IN "GREENSPACE" AREAS ADJACENT TO PAVING OR STRUCTURES AS PER INDUSTRY STANDARDS.

8. LOCATIONS OF TREES, PALMS AND SHRUBS WILL BE AVOIDED. PLACE PIPING IN TRENCH ADJACENT TO CURBING OR EDGE OF PAVEMENT 9. CONTRACTOR SHALL REFERENCE THE LANDSCAPE PLANS AND SPECIFICATIONS TO DETERMINE WHERE IRRIGATION HEADS SHALL BE

INSTALLED ON RISERS. HEIGHTS OF ALL RISERS SHALL BE ADJUSTED AFTER LANDSCAPE INSTALLATION IS COMPLETE. 10. RISERS SHALL BE PAINTED BLACK WITH PROFESSIONAL QUALITY FLAT ENAMEL SPRAY PAINT. ADJUST SPRINKLER ARC, RADII, AND TRAJECTORY AFTER LANDSCAPE INSTALLATION IS COMPLETED TO ASSURE 100% OVERLAP COVERAGE. ALL RISERS SHALL BE STAKED WITH A GALV. STAINLESS STEEL EMT STAKE AND SECURED BY TWO STAINLESS STEEL CLAMPS. NO RISER SHALL BE INSTALLED ADJACENT TO ANY PEDESTRIAN WALKWAY. 12" POP-UP HEADS SHALL BE USED IN GROUNDCOVER BEDS ADJACENT TO WALKWAYS AND IN PARKING ISLANDS

11. CONTRACTOR SHALL DETERMINE LOCATIONS OF ALL UNDERGROUND UTILITIES AND IMPROVEMENTS PRIOR TO START OF WORK ON-SITE. COORDINATE WITH THE GENERAL CONTRACTOR AND SITE LIGHTING CONTRACTOR FOR INSTALLATION OF PROPOSED LIGHTING AND ELECTRICAL CONDUITS. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIR OF ANY DAMAGE CAUSED BY HIS WORK. THE IRRIGATION CONTRACTOR SHALL BEAR SOLE RESPONSIBILITY FOR ANY AND ALL DAMAGE THAT RESULTS FROM HIS ACTIVITIES DUE TO IMPROPER VERIFICATION OF UTILITIES AND/OR OPERATOR ERROR DURING EXCAVATIONS. SEE RELATED CIVIL PLANS

13. IRRIGATION CONTRACTOR SHALL BE PROPERLY LICENSED AND INSURED AS REQUIRED BY STATE AND LOCAL ORDINANCE REQUIRMENTS

CONTRACTOR SHALL BE ABLE TO PROVIDE PROOF OF SUCH INFORMATION UPON REQUEST. 14. ADJUST SPRINKLER ARC, RADII, AND TRAJECTORY AFTER LANDSCAPE INSTALLATION IS COMPLETED TO INSURE 100% OVERLAP COVERAGE INSTALL PROPER NOZZLE AS FIELD CONDITIONS REQUIRE FOR OVERLAP COVERAGE. RAISE OR LOWER SPRINKLER HEADS AS REQUIRED. DULE 40 PVC SLEEVE SHALL BE INSTALLED WITH THE SPE LATERAL LINE AND STUBBED UP WITH END CAPS AS SHOWN IN DETAIL. SLEEVE SIZE SHALL BE TWO TIMES LARGER (I.D.) THAN THE SIZE

16. ALL MAINLINES SHALL BE BURIED A MINIMUM OF 18" BELOW FINISH GRADE. MAINLINE SHALL BE BURIED A MINIMUM OF 24" AT ROAD CROSSINGS. ALL LATERAL LINES SHALL BE BURIED A MINIMUM DEPTH OF 12" BELOW FINISH GRADE. INSTALL MAINLINE IN SAME TRENCH 17. ALL POP-UP SPRINKLER HEADS SHALL BE INSTALLED ON 1/2" OR 3/4" X 18" SPEARS FLEX PIPE CONNECTION. FLEX PIPE CEMENT SHALL BE

18. ALL WIRE SPLICES SHALL BE MADE IN VALVE BOXES USING RAINBIRD "SNAP-TITE" (OR EQUAL) WATERPROOF WIRE SPLICE KITS AND 19. 14. WIRE SHALL BE UF-600 VOLT DIRECT BURIAL 14 GAUGE WIRE INSTALLED DIRECTLY IN THE PIPE TRENCH, BUNDLED AND TAPED EVERY

FOR CONTROL WIRES. AT TIME OF INSPECTION, WIRE THAT DOES NOT CONFORM TO SPECIFICATIONS SHALL BE REMOVED AND REPLACED 20. BEFORE SPRINKLER HEADS ARE SET, THE CONTRACTOR SHALL OPEN CONTROL VALVES AND FLUSH THE LINES THOROUGHLY WITH A FULL

MAINTAINING A FULL HEAD OF PRESSURE (100 PSI) FOR ONE HOUR WITH CAPPED ENDS AFTER LINES ARE COMPLETE. 21. AT ANY TIME DURING THE INSTALLATION OF THE IRRIGATION SYSTEM BY THE CONTRACTOR. THE OWNER, ARCHITECT AND OR LANDSCAPE ARCHITECT MAY VISIT THE SITE TO MAKE OFFICIAL INSPECTIONS. UPON REQUEST, THE CONTRACTOR WILL BE REQUIRED TO UNCOVER SPECIFIED WORK AS DIRECTED BY THE INSPECTOR WITHOUT COMPENSATION, SHOULD THE MATERIAL WORKMANSHIP OR METHOD OF INSTALLATION NOT MEET THE STANDARDS SPECIFIED HEREIN, THE CONTRACTOR SHALL IMMEDIATELY REPLACE THE WORK AT HIS OWN

22. THE OWNER OR HIS DESIGNATED REPRESENTATIVE WILL RESPOND WITHIN TEN (10) DAYS AFTER NOTIFICATION BY THE CONTRACTOR OF COMPLETION FOR THE PURPOSE OF MAKING A FINAL INSPECTION OF THE SYSTEM. IF FINAL ACCEPTANCE IS NOT GIVEN AT THIS INSPECTION, A "PUNCH-LIST" OF UNSATISFACTORY ITEMS WILL BE PREPARED FOR COMPLETION BY THE IRRIGATION CONTRACTOR. AT SUCH TIME AS ALL "PUNCH-LIST" ITEMS HAVE BEEN COMPLETED AND APPROVED BY THE OWNER OR HIS DESIGNATED REPRESENTATIVE. THE CONTRACTOR SHALL BE NOTIFIED IN WRITING OF FINAL ACCEPTANCE. FINAL ACCEPTANCE BY THE OWNER WILL NOT BE GIVEN UNTIL ALL REQUIRED SUBMITTALS AND "AS-BUILT" DRAWINGS HAVE BEEN TURNED OVER TO THE OWNER AND LANDSCAPE ARCHITECT.

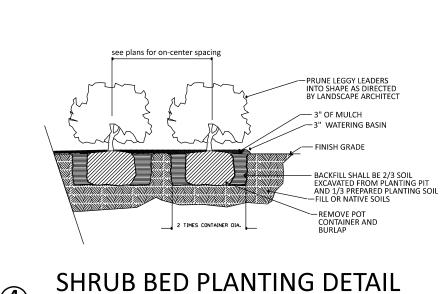
THIS COPY IN GOOD CONDITION AT THE SITE AND MARK ON THEM THE EXACT "RECORD". THE CONTRACTOR SHALL MAKE A DAILY RECORD OF ALL WORK INSTALLED DURING EACH DAY. PLANS SHALL INDICATE THE EXACT LOCATION OF CHECK VALVES, GATE VALVES, WIRE LOCATIONS, HEAD LAYOUT, AUTOMATIC VALVES/BOXES, FOR VALVE BOXES SHALL BE SHOWN BY THE TRIANGULAR SYSTEM OF

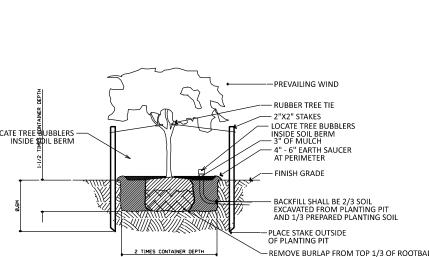
NUMBER. UPON COMPLETION, ALL INFORMATION NOTED ON THE PRINTS SHALL BE TRANSFERRED TO A FINAL CLEAN PROJECT PDF BY 25. RECORD DRAWING SHALL BE TO SCALE, AND ALL INFORMATION SHALL BE RECORDED IN AN ORDERLY AND LEGIBLE MANNER. ON OR

BEFORE FINAL INSPECTION, THE IRRIGATION CONTRACTOR SHALL DELIVER ONE (1) DVD OF THE SCANNED AS-BUILT RECORD PLANS IN A PDF FORMAT. CONTRACTOR SHALL ALSO SUPPLY OWNER & LANDSCAPE ARCHITECT OF RECORD TWO (2) SETS OF PDF AS-BUILTS OF THE "RECORD" DRAWINGS TO THE LANDSCAPE ARCHITECT AND OWNER'S AGENT. THE DELIVERY OF THE RECORD PLANS SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF FURNISHING REQUIRED INFORMATION THAT MAY HAVE BEEN OMITTED. RETAINAGE SHALL BE RELEASED TO THE CONTRACTOR AFTER THE "RECORD" DOCUMENTS HAVE BEEN SATISFACTORILY RECEIVED BY THE OWNER AND ALL

SPECFICATIONS ARE COPYRIGHTED AND SHALL REMAIN THE PROPERTY OF TERRA TECTONICS DESIGN GROUP, INC. NOT REPRODUCTIONS SHALL BE MADE

2"-3" of ----PINE BARK MULCH 3"-4" OF EARTH SAUCE AT PERIMTER OF WELL 16P NAILS -- NON-PT 2"X4" 2/3 NATIVE SOILS BACKFILL 1/3 PREPARED PLANTING SOII – PUDDLE AND SETTLE BACKFILL MIX CONTAINER DIAMETER CONTAINER STAKING DETAIL



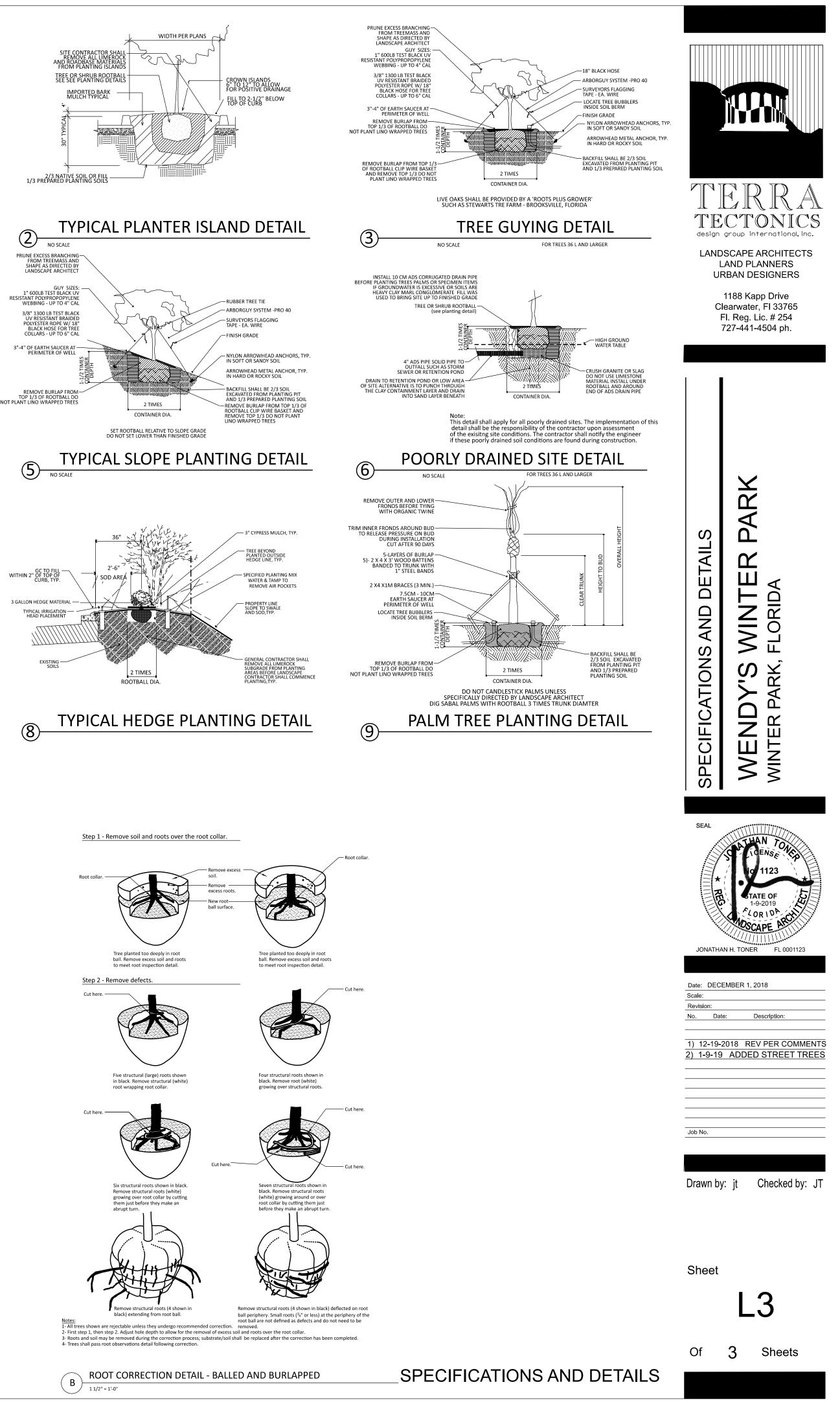


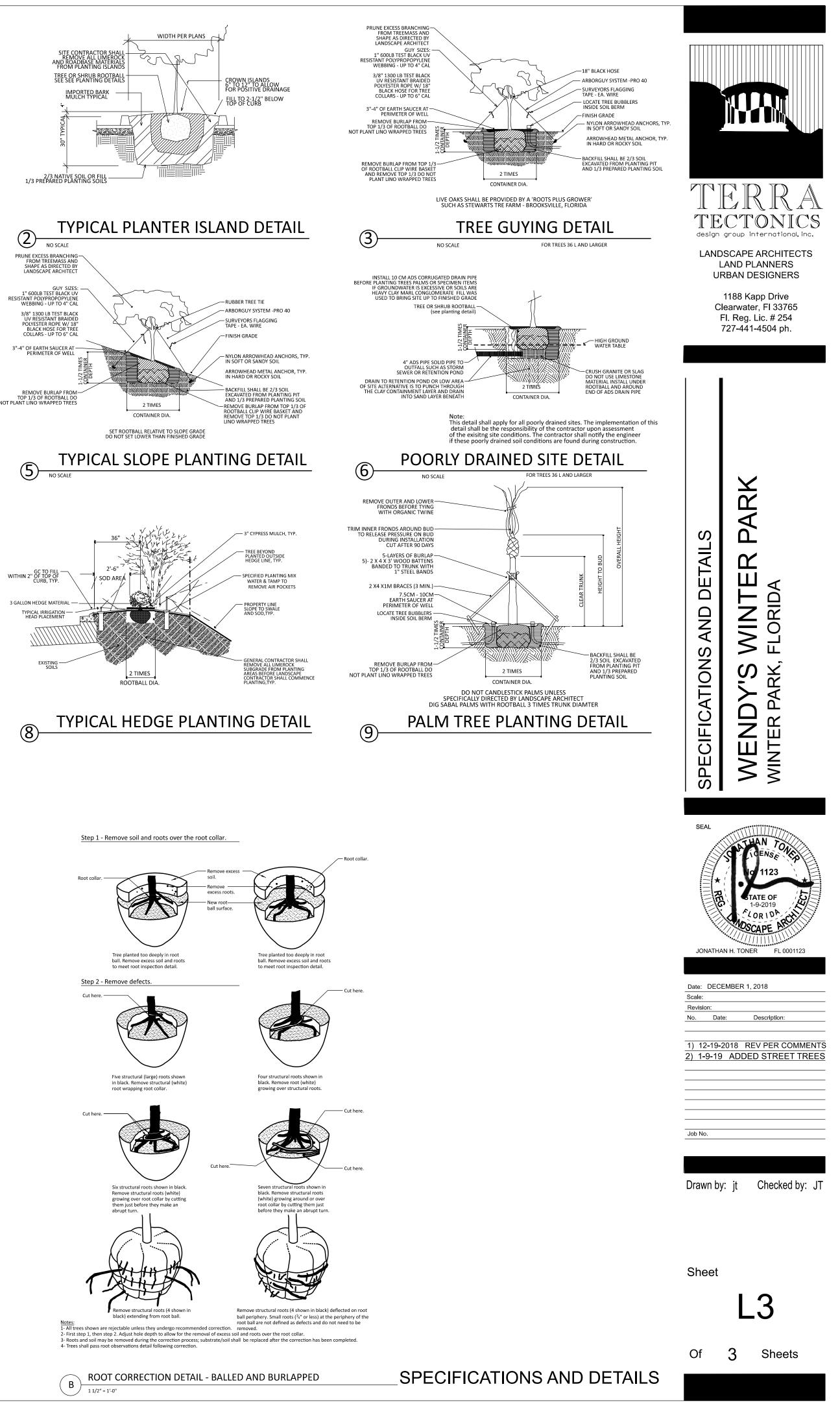
CONTAINER TREE STAKING DETAIL

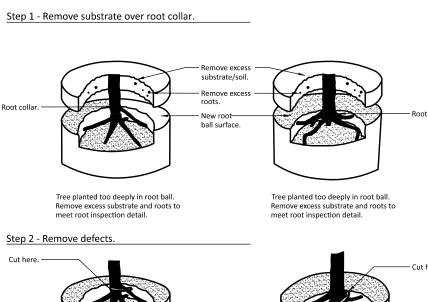


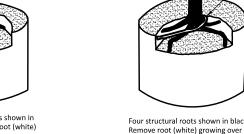
FOR TYPICAL USE

TREE OR SHRUB ROOTBALL SEE SEE PLANTING DETAILS IMPORTED BARK MULCH TYPICAL









Cut here.

structural roots

Seven structural roots shown in blac

move structural roots (white) gr

around or over root collar by cutting

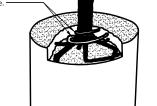
nem just before they make an abru

Cut structural roots just before t

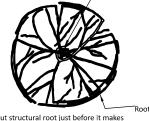
make abrupt turn by cutting tangent

(parallel) to the trunk (two cuts shown)

ve structural (large) roots shown black. Remove structural root (white) wrapping root collar.



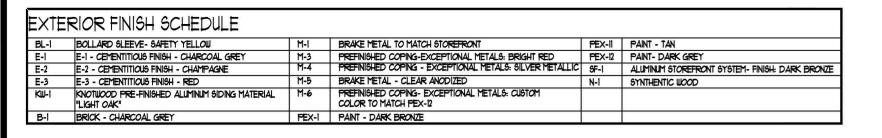
Six structural roots shown in black. Remove roots (white) growing over roo collar by cutting them just before they make an abrupt turn.



abrupt turn. Pruning cut should be made tangent (parallel) to the trunk. 1- All trees shown are rejectable unless they undergo recommended correction. 2- First Step 1, then Step 2. Roots and soil may be removed during the correction process; substrate/soil shall be replaced after correction has bee 3- Trees shall meet root observations detail following correction. 4- Small roots (1/4" or less) on the periphery of the root ball are common with container plant production. These small roots are not defined as "defects"

and can be addressed at the time of installation (See root ball shaving container detail)

ROOT CORRECTION DETAIL - CONTAINER

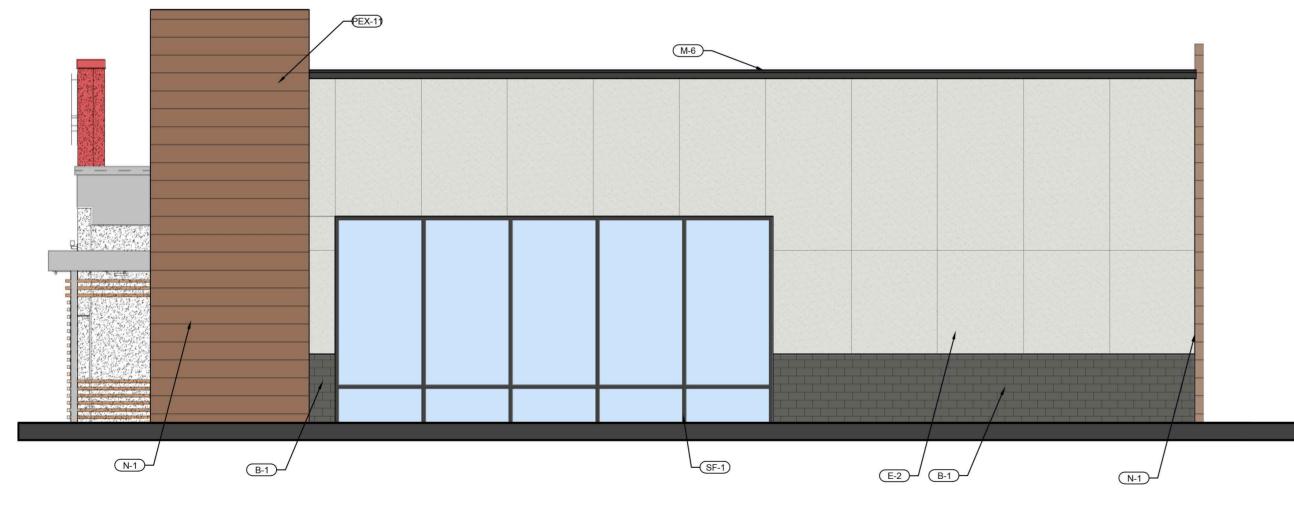


<u>N-1</u>

EX-1



<u>B-1</u>

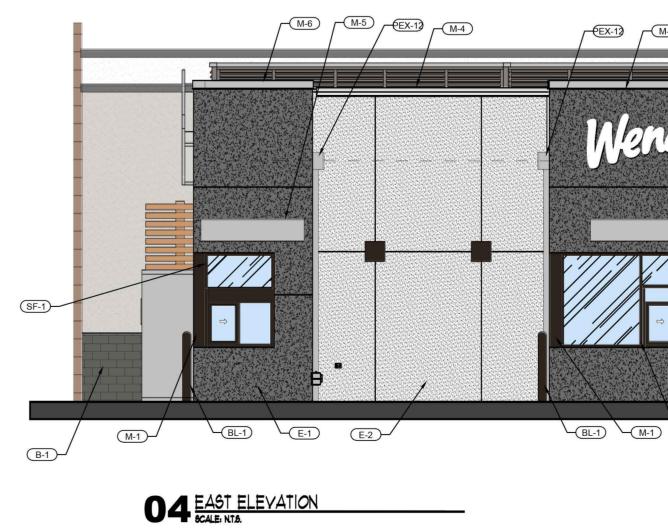


E-2

03 WEST ELEVATION SCALE: NTA

SF-1

02 SOUTH ELEVATION SCALE: NTS.



KW-1 (E-2)

SF-1

EX-1

N-1

E-2 B-1

	SITE NUMBER: U2017383 BASE MODEL:SMART 40-SQUARE 2017 ASSET TYPE: COMP. CLASSIFICATION: NEW OWNER: CORPORATE BASE VERSION: 2017 UPGRADE CLASSIFICATION: NEW BUILD PROJECT YEAR: 2017 FURNITURE PACKAGE: 2016 V3 DRAWING RELEASE: FALL 2017
	e, Inc
	PurdyArchitecture,Inc
B-1 N-1	Hartley + Purdy Arc
	tley +
	SMART 40
	Neva
rays SF-1 KW-1	ISSUE DATE: 02.06.18 PROJECT NUMBER: 1701.11 DRAWN BY: MW
	CHECKED BY: MW SEAL
B (SF-1) (E-1) (E-2) (SF-1) (E-3)	MICHAEL MUROFF AR 92344 SHEET NAME
	EXTERIOR ELEVATIONS

A2.1

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• Obtain conditional use approval to construct Wendy's restaurant and retail building space at 1350 W Fairbanks Avenue (Lots 37, 38 and 39)

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- 4. The Planning and Zoning staff have serious concerns about granting conditional approval for a fast-food with drive-through at this location and have recommended a vote against.

Name (printed) Marlyn D Felsing, Signature Marly D. telen
Address: 1415 Gene Street, Winter Park, FL 32789
Phone 407-808-2731 Email marlyn@felsing.com

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Name (printed) Carol	Felsing	, Signature_ Cand Zelaw	ب
		Winter Park, FL	
Phone (407) 412-9299	, Email	Cfelsing @ felsing apg. com	

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Name (printed) Steven J. Smith, Signature String found
Address: 1455 Gene St Winter Purk, FI 32789
Phone 407-622-7200 Email Steve OCM36-POPS, Com.

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Name (printed) Julie Lamar	, Signature Julio Lama	•
Address: 1370 Gene Street		,
Phone 407-645-5262, Ema	all Julie Lamar-Design.com	

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Name (printed) Address: 1370 GEAE STREET, WINTER DARK 32 Email lon C

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	3	\bigcirc
Name (printed) Loren H. Roby	Signature 7000	MA. Com
Address: 1380 Gene St. Winter	- Park, FL	32789
Phone 407-895-1545, Email		• •

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Name (printed) Peter Acks, Signature 1380 Gene ST Address: Packs 48@ 29,5960 , Email Phone 407

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Name (printed) AUEXAMDEN KEALSignature	
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Phone 407-951-8710 , Email S. read@lyonswealth.com	

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Name (printed) JAIME MERGRENO Signature Junifording Address: 660 Shokellew Aur WINTER Porch Phone 407931.1510 Email JAMEMbiers Chote

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Name (printed)	Charles	F. Gano	_, Signature_	Charle	s7 Ac	210-,
Address: <u>1444</u>						
Phone <u>407 - 6</u>	529-2866	, Email <u>حم</u>	state			

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Name (printed 10737658 Email _1VErgle +1 AOI, Coin Phone

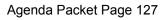


FAIRBANKS RETAIL

Traffic Impact Analysis

July 2018





TRAFFIC IMPACT ANALYSIS

Fairbanks Retail

City of Winter Park, FL

Prepared for:

Leon Capital Group

Prepared by:

Kimley-Horn and Associates, Inc.



James M. Taylor, P.E.

PE #69979

July 2018

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- Appendix A: Methodology Statement
- Appendix B: Conceptual Site Plan
- Appendix C: Turning Movement Counts
- Appendix D: FDOT's Florida Traffic Information's (FTI) Data
- Appendix E: Turning Movement Volume Worksheets
- Appendix F: Synchro Outputs

1.0 INTRODUCTION

Kimley-Horn has been retained by Leon Capital Group to analyze and document the traffic impacts associated with the development of Fairbanks Retail, a proposed site redevelopment located in the southeast quadrant of the intersection of Shoreview Avenue and SR 426 (W Fairbanks Avenue) in the City of Winter Park, FL. The Methodology Statement developed with the City to guide this transportation analysis is provided in **Appendix A**.

Current zoning of the property is Commercial (C-3) and Office (O-1). Proposed zoning is C-3 on all parcels. The site is composed of three separate parcels (Parcel ID #12-22-29-0664-00-100, #12-22-29-0664-00-120, and #12-22-29-0664-00-130). The project location is shown in **Figure 1**.

Based on 2017 property records from the Orange County Property Appraiser, the site is currently occupied by 19,660 square feet of office space (consisting of a 16,772-square foot funeral home service and a 2,888-square foot vacant flower shop). The applicant is proposing to redevelop the site to consist of 6,240 square feet of retail space and a 2,430-square foot fast-food restaurant. The conceptual site plan is included as **Appendix B**. The total area of the site is 1.52 acres.

1.1 STUDY AREA

The study area will include three (3) existing project access points and the following offsite intersections as shown in **Figure 1**:

- SR 426 (W Fairbanks Avenue) & Shoreview Avenue
- Gene Street & Shoreview Avenue

Intersections were analyzed in accordance with the City of Winter Park's Land Development Code requirements for midday and PM peak hour conditions.



Figure 1: Project Location and Study Area Intersections

2.0 EXISTING CONDITIONS ANALYSIS

2.1 EXISTING TRAFFIC COUNTS

Turning movement counts (TMCs) were collected at the study intersections on Thursday, June 21, 2018 and provided in **Appendix C**. Data was collected during the midday (11:00AM to 1:00PM) and PM (4:00PM to 6:00PM) peak periods.

The counts were adjusted using the seasonal factor (SF) from FDOT's Florida Traffic Information (FTI) publication. SF data is included in **Appendix D**. Adjusted turning movement volume worksheets for all intersections can be found in **Appendix E**.

2.2 EXISTING INTERSECTION CONDITIONS

An intersection operational analysis was performed for existing conditions in the midday and PM peak hours using procedures outlined in the *Highway Capacity Manual 2010* with Synchro (v9) software. Intersection level of service (LOS) and maximum volume to capacity (v/c) ratios for the existing conditions are provided in **Tables 1 and 2**. Synchro outputs are provided in **Appendix F**.

			Existing Conditions					
Intersection	Control Type	Approach	Level of Service (overall delay)	Max V/C Ratio	Max V/C Movement			
		EB	В	0.06	EBL			
Shoreview Ave &	Unsignalized	WB	В	0.05	WBL			
SR 426 (W		NB	D	0.23	NB			
Fairbanks Ave)		SB	С	0.02	SB			
		Overall Intersection	-	0.23	NB			
		EB	А	0.00	EBL			
Shoreview Ave & Gene St	Unsignalized	WB	-	-	-			
		SB	А	0.09	SB			
		Overall Intersection	-	0.09	SB			

Table 1: Existing Intersection Conditions (Midday Peak Hour)

			Existing Conditions					
Intersection	Control Type	Approach	Level of Service (overall delay)	Max V/C Ratio	Max V/C Movement			
		EB	В	0.11	EBL			
Shoreview Ave &	Unsignalized	WB	В	0.04	WBL			
SR 426 (W		NB	E	0.33	NB			
Fairbanks Ave)		SB	С	0.02	SB			
		Overall Intersection	-	0.33	NB			
	Unsignalized	EB	А	0.00	EBL			
Shoreview Ave &		WB	-	-	-			
Gene St		SB	А	0.12	SB			
		Overall Intersection	-	0.12	SB			

Table 2: Existing Intersection Conditions (PM Peak Hour)

All study area intersections are shown to operate at an acceptable LOS with v/c less than 1.0 in the existing midday and PM peak hour conditions.

Figure 2 illustrates turning movement volumes for existing conditions at the study intersections.

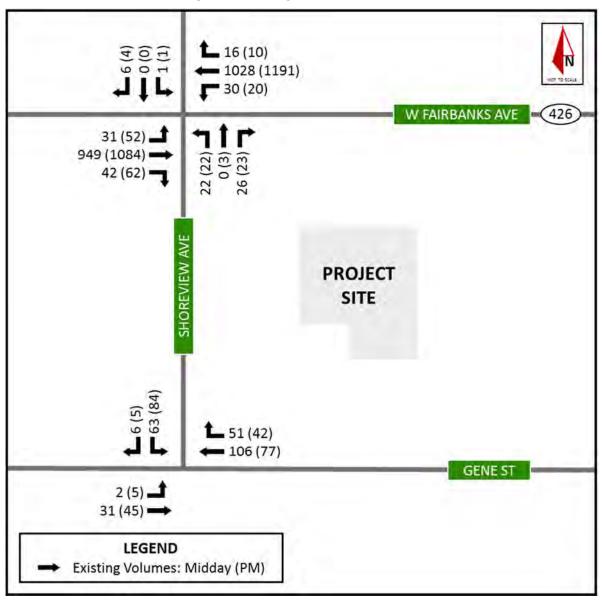


Figure 2: Existing Intersection Volumes

3.0 DEVELOPMENT TRAFFIC

The proposed Fairbanks Retail consists of 6,240 square feet of retail space and a 2,430-square foot fastfood restaurant (Wendy's). Buildout of the project is anticipated in 2019. The latest industry standards were referenced to evaluate the amount of new external trips to be generated by the site at buildout. Existing traffic counts at an adjacent, similar-use site (McDonald's) were used to forecast the distribution of trips throughout the study area during the midday peak period.

3.1 TRIP GENERATION

3.1.1 NET DAILY AND PM PEAK HOUR IMPACT

Trip generation rates for the existing and proposed development scenarios were calculated using the 10th Edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*. Land Use Codes (LUCs) used for the existing and proposed development scenarios include:

Existing

• LUC 710 – Office

Proposed

- LUC 934 Fast-Food Restaurant with Drive-Through Window
- LUC 820 Shopping Center (Retail)

Per City code requirement, **Table 3** provides the Daily and PM peak hour trip generation summary for the existing and proposed development scenarios to show the additional vehicle trips anticipated to be added to the roadway network by the proposed redevelopment. ITE's *Trip Generation Handbook*, 3rd Edition was referenced to apply a pass-by reduction to account for future fast-food and retail traffic already on the roadway network today.

				PRO	POSED RED	EVELO	PME	NT							
1	ITE		Units	Daily ITE		Daily Trip Generation					PM Peak Hour Trip Generation				
Land Use	LUC	Sze	Units	Trip Rate ¹		Total		in ¹	0	ut	Total	1	n ¹	0	ut
Fast-Food Restaurant with Drive-Through Window	934	2.43	KSF	470.95	32.67	1,144	50%	572	50%	572	79	52%	41	48%	38
Commercial	820	6.24	KSF	37.75	3.81	236	50%	118	50%	118	24	4.8%	12	52%	12
Total Generated Trips				1,380	(590		590	103		53		50		
LUC 934 Pass by Trips ² =	50.0%				572	2	286	1	286	40		21	1	19	
LUC 820 Pass by Trips ² =	34.0%			80		40		40	8		4		4		
New External Trips	· · ·			728	3	364		864	55		28	1	27		
				EX		/ELOPI	MENT								
1.1.1.1.1	ITE			Daily ITE	PMITE	Daily Trip Generation			PM Peak Hour Trip Generation						
Land Use	LUC	Size	Units	Trip Rate ¹	Trip Rate ¹	Total	1	ln ¹	0	ut1	Total	1	n¹	0	ut1
Office	710	19.66	KSF	11.14	1.23	219	50%	110	50%	109	24	16%	4	84%	20
New External Trips						219		110	1	109	24		4		20
				ADDITIC	DNAL NEW	EXTER	NAL	TRIPS				-			
			_		-	0	aily Tr	rip Gen	eratio	n	PM Pe	ak Ho	ur Trip	Gener	ation
						Total	1	in ¹	0	ut	Total	1	n ¹	0	ut ¹
New External Trips						509	2	254	2	255	31		24		7

Table 3: Trip Generation

¹ Vehicle trip rates and directional splits per data and procedures outlined in ITE Trip Generation Manual, 10th Edition

² Pass-by trip rate for ITE LUC 820 and LUC 934 PM peak hour per ITE Trip Generation Handbook, 3rd Edition

As shown in **Table 3**, the proposed redevelopment of the site is anticipated to generate 509 additional daily trips external to the site and 31 additional PM peak hour trips (24 inbound and 7 outbound).

3.1.2 MIDDAY DRIVEWAY VOLUME FORECAST

In addition to the Daily and PM peak hour new external trip impact of the redevelopment, City staff has asked that the midday peak hour be included in the Buildout (2019) operational analysis. Forecasted midday driveway trips are not all new to the roadway network; some exist already from existing site uses and some are in background traffic that pass-by the site. To facilitate the future operational analysis at the driveways, a trip generation estimate for midday driveway volumes at buildout was developed.

Trip behavior at the adjacent McDonald's was referenced to determine an appropriate trip summary for the future Wendy's land use. Midday trips for the adjacent McDonald's were developed from ITE data for LUC 934 (Fast-Food Restaurant with Drive-Through Window) PM peak hour of generator, and were compared to peak hour midday driveway counts observed at the McDonald's between 11:00AM and 1:00PM. The following comparison shows that the McDonald's midday trip generation tracked well with ITE rates:

- Midday peak hour trips for McDonald's using ITE PM peak hour generator rates (51.36 vehicles per hour per 1,000 square feet with 52/48 directional split):
 - 248 midday peak hour vehicle trips (129 In, 119 Out)
- Midday peak hour trips for McDonald's observed between 11:00AM and 1:00PM on June 21, 2018 (traffic count data provided in **Appendix C**):
 - o 252 midday peak hour vehicle trips (126 In, 126 Out)

For buildout midday peak hour, it is estimated that the Wendy's will have buildout driveway volumes comparable to the McDonald's driveway counts. For the retail portion, ITE PM peak hour of generator rates for LUC 820 (Shopping Center) were referenced for midday driveway volumes. **Table 4** provides the midday peak hour total driveway volume estimate at buildout (2019).

	ITE	Size	Units KSF	Midday Trip Rate ¹ McDonald's Data	Midday Peak Hour Trip Generation					
Land Use	LUC				Total		In ¹	(Out1	
Fast-Food Restaurant with Drive-Through Window	934				252	50%	126	50%	126	
Commercial	820	6.24	KSF	4.21	26	50%	13	50%	13	
Total Driveway Trips					278		139		139	

Table 4: Midday Buildout Total Driveway Volumes

¹ Future Fast-Food Use assumes McDonald's driveway count data, Commercial assumes PM peak generator hour data from ITE

3.2 TRIP DISTRIBUTION

Projected distribution of project trips on study area roadways were derived with use of the midday peak hour TMC data collected at the adjacent McDonald's site driveways and along Shoreview Avenue. **Figure 3** displays the unadjusted existing TMC data. The collected traffic data was referenced to determine distribution percentages at the existing McDonald's access points, as shown in **Figure 4**. The McDonald's distribution percentages were then used to assign anticipated project distribution to the proposed Fairbanks Retail site driveways and along Shoreview Avenue, as shown in **Figure 5**.

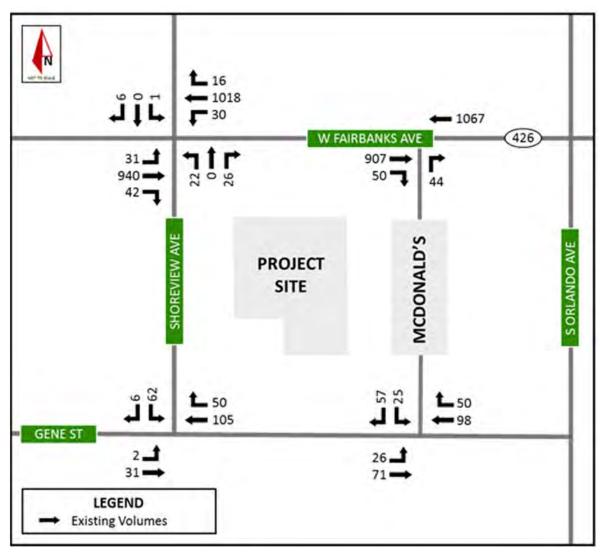
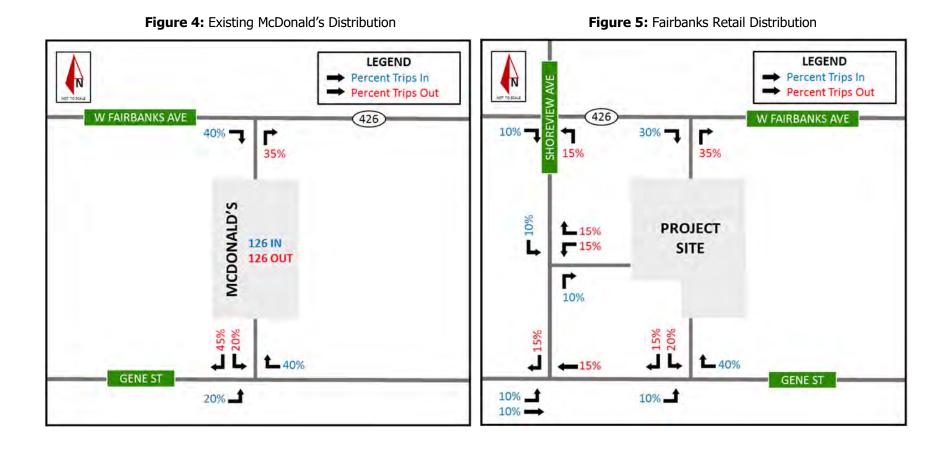
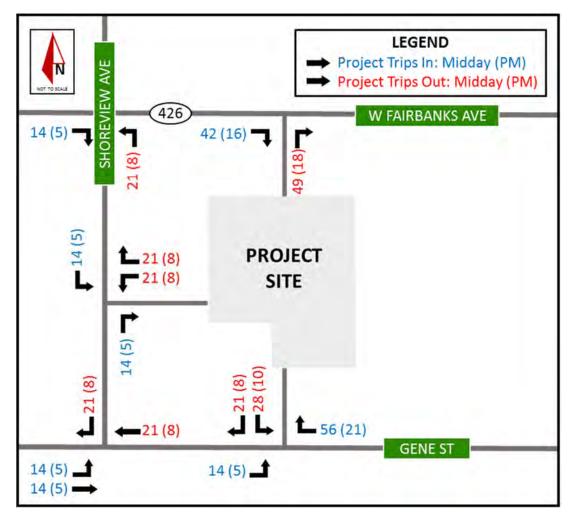


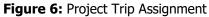
Figure 3: Unadjusted Existing Midday Turning Movement Volumes



3.3 TRIP ASSIGNMENT

Site distribution percentages were used to assign anticipated project trips to the study area intersections and driveways. **Figure 6** shows the anticipated midday and PM peak hour project movements at study area intersections and driveways.





4.0 BACKGROUND CONDITIONS ANALYSIS – YEAR 2019

4.1 BACKGROUND TRAFFIC

Traffic conditions were evaluated for year 2019 background conditions. Background volumes on study area intersections were derived by applying 2% annual growth to existing traffic counts. Adjusted turning movement volume worksheets for all intersections can be found in **Appendix E.**

4.2 BACKGROUND INTERSECTION ANALYSIS

Intersection operational analysis was performed for 2019 background conditions in the midday and PM peak hours using procedures outlined in the *Highway Capacity Manual 2010* with Synchro (v9) software. Intersection level of service (LOS) and maximum volume to capacity (v/c) ratios for the background conditions are provided in **Table 5 and 6**. Synchro outputs are provided in **Appendix F**.

			Background Conditions					
Intersection	Control Type	Approach	Level of Service (overall delay)	Max V/C Ratio	Max V/C Movement			
		EB	В	0.06	EBL			
Shoreview Ave &	Unsignalized	WB	В	0.05	WBL			
SR 426 (W		NB	D	0.24	NB			
Fairbanks Ave)		SB	С	0.02	SB			
		Overall Intersection	-	0.24	NB			
	Unsignalized	EB	А	0.00	EBL			
Shoreview Ave & Gene St		WB	-	-	-			
		SB	А	0.09	SB			
		Overall Intersection	-	0.09	SB			

Table 5: Background Intersection Conditions (Midday Peak Hour)

			Background Conditions					
Intersection	Control Type	Approach	Level of Service (overall delay)	Max V/C Ratio	Max V/C Movement			
		EB	В	0.11	EBL			
Shoreview Ave &	Unsignalized	WB	В	0.04	WBL			
SR 426 (W		NB	E	0.34	NB			
Fairbanks Ave)		SB	С	0.02	SB			
		Overall Intersection	-	0.34	NB			
		EB	А	0.00	EBL			
Shoreview Ave & Gene St	Unsignalized	WB	-	-	-			
		SB	В	0.12	SB			
		Overall Intersection	-	0.12	SB			

Table 6: Background Intersection Conditions (PM Peak Hour)

All study area intersections are shown to operate at an acceptable LOS with v/c less than 1.0 in the background midday and PM peak hour conditions.

Figure 7 illustrates turning movement volumes for background conditions at the study intersections.

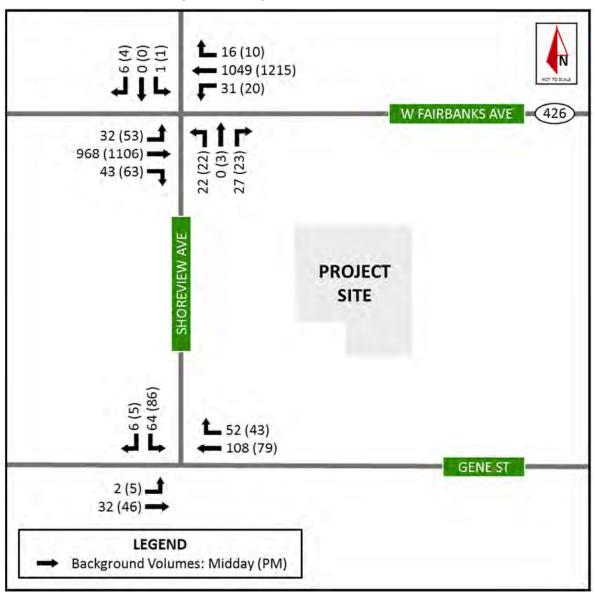


Figure 7: Background Intersection Volumes

5.0 BUILDOUT CONDITIONS ANALYSIS – YEAR 2019

5.1 BUILDOUT TRAFFIC

Future traffic conditions for the proposed development were evaluated for year 2019 conditions. Buildout volumes were developed by adding anticipated project trips to background volumes. A determination of the impact of project traffic on the roadway network was made, including LOS conditions for the intersections and roadway segments within the study area. Adjusted turning movement volume worksheets for all intersections can be found in **Appendix E**.

5.2 BUILDOUT INTERSECTION ANALYSIS

Intersection operational analysis was performed for 2019 buildout conditions in the midday and PM peak hours using procedures outlined in the *Highway Capacity Manual 2010* with Synchro (v9) software. Intersection level of service (LOS) and maximum volume to capacity (v/c) ratios for the buildout conditions are provided in **Table 7 and Table 8**. Synchro outputs are provided in **Appendix F**.

			В	uildout Condition	ns	
Intersection	Control Type	Approach	Level of Service (overall delay)	Max V/C Ratio	Max V/C Movement	
		EB	В	0.06	EBL	
Shoreview Ave &		WB	В	0.05	WBL	
SR 426 (W	Unsignalized	NB	E	0.41	NB	
Fairbanks Ave)		SB	С	0.02	SB	
		Overall Intersection	-	0.41	NB	
		EB	А	0.01	EBL	
Shoreview Ave &		WB	-	-	-	
Gene St	Unsignalized	SB	В	0.13	SB	
		Overall Intersection	-	-	SB	
	Unsignalized	EB(T)	-	-	-	
Driveway & SR		WB	-	-	-	
426 (W Fairbanks Ave)		NB(R)	В	0.11	NBR	
Ave)		Overall Intersection	-	0.11	NBR	
		EB	А	0.01	EBL	
Driveway & Gene		WB	-	-	-	
St	Unsignalized	SB	В	0.07	SB	
		Overall Intersection	-	0.07	SB	
		WB	А	0.05	WB	
Driveway &		NB	-	-	-	
Shoreview Ave	Unsignalized	SB	А	0.01	SBL	
		Overall Intersection	-	0.05	WB	

Table 7: Buildout Intersection Conditions (Midday Peak Hour)

		Buildout Co			Conditions		
Intersection	Control Type	Approach	Level of Service (overall delay)	Max V/C Ratio	Max V/C Movement		
		EB	В	0.11	EBL		
Shoreview Ave &		WB	В	0.04	WBL		
SR 426 (W	Unsignalized	NB	E	0.43	NB		
Fairbanks Ave)	-	SB	С	0.02	SB		
		Overall Intersection	-	0.43	NB		
		EB	А	0.01	EBL		
Shoreview Ave &		WB	-	-	-		
Gene St	Unsignalized	SB	В	0.13	SB		
		Overall Intersection	-	0.13	SB		
	Unsignalized	EB(T)	-	-	-		
Driveway & SR		WB	-	-	-		
426 (W Fairbanks Ave)		NB(R)	В	0.05	NBR		
Ave;		Overall Intersection	-	0.05	NBR		
		EB	А	0.00	EBL		
Driveway & Gene		WB	-	-	-		
St	Unsignalized	SB	A 0.0	0.03	SB		
		Overall Intersection	-	0.03	SB		
		WB	А	0.02	WB		
Driveway &		NB	-	-	-		
Shoreview Ave	Unsignalized	SB	А	0.00	SBL		
		Overall Intersection	-	0.02	WB		

Table 8: Buildout Intersection Conditions (PM Peak Hour)

All study area intersections are shown to operate at an acceptable LOS with v/c less than 1.0 in the buildout midday and PM peak hour conditions.

Figure 8 illustrates turning movement volumes for buildout conditions at the study intersections.

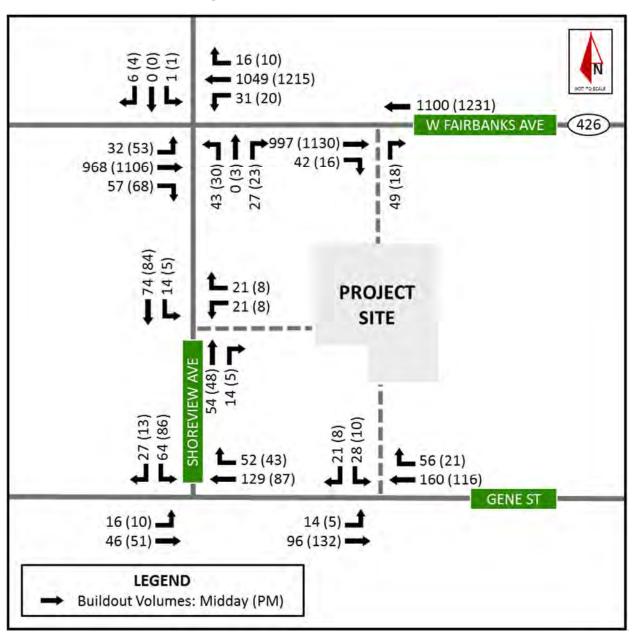


Figure 8: Buildout Intersection Volumes

6.0 QUEUE ANALYSIS ALONG SHOREVIEW AVE

Per request from City staff, in-field observations were conducted at the intersection of W Fairbanks Avenue & Shoreview Avenue to ensure gaps are available to safely make westbound left turns onto Shoreview Avenue from W Fairbanks Avenue, and to safely make northbound left turns from Shoreview Avenue onto W Fairbanks Avenue. In addition, the queue length at the northbound approach was observed to see how far the vehicles back up and forecast if the queue length will have an adverse impact on local operations at project buildout.

Midday peak hour (11:00 AM to 1:00 PM) video footage was recorded at the intersection of SR 426 and Shoreview Avenue on Thursday, June 21, 2018. Westbound left turns were observed to have very little delay with most turning vehicles not needing to wait for a gap at all. The average vehicle delay at the northbound approach during the midday peak period was observed to be +/-22 seconds. This observation is consistent with Synchro delay output of 25 seconds. At buildout, Synchro output forecasts a average vehicle delay of 36.6 seconds which corresponds to an LOS of "E" at the approach.

Queue length for the westbound left turning vehicles was effectively zero during the midday peak hour (most vehicles did not need to stop at all before turning). The northbound approach queue length never exceeded 2 vehicles. This observation is consistent with Synchro 95th percentile queue length output of 0.8 vehicles for the midday peak hour. At buildout, Synchro output forecasts a 95th percentile queue length of 1.8 vehicles at the northbound approach. Therefore, no operational issues (driveway blocking, etc.) are anticipated in the buildout condition. Synchro outputs are provided in **Appendix F**.

7.0 CONCLUSION

This traffic impact analysis was performed to assess the transportation impacts of Fairbanks Retail, a proposed site redevelopment located in the southeast quadrant of the intersection of Shoreview Avenue and SR 426 (W Fairbanks Avenue) in the City of Winter Park, FL. The site is currently occupied by 19,660 square feet of office space. The redevelopment, proposed for buildout in 2019, will consist of 6,240 square feet of retail space and a 2,430-square foot fast-food restaurant. The proposed redevelopment of the site is anticipated to generate 509 additional daily trips external to the site and 31 additional PM peak hour trips (24 inbound and 7 outbound).

Access to the site will be provided via three existing driveways: one on the north side of the development on SR 426 (right-in, right-out), one on the south side of the development on Gene Street (full access), and one on the west side of the development on Shoreview Avenue (full access). Based on existing McDonald's driveway counts and ITE trip generation data and procedures, the project is expected to generate a cumulative of 278 vehicular trips in the midday peak hour and 103 trips in the PM peak hour at the driveways. These future project trips were assigned to driveways and adjacent intersections at Shoreview Avenue and Gene Street consistent with trip distribution observations at the adjacent McDonald's site.

An operational analysis was performed at driveways and adjacent intersections using existing traffic counts, forecasted growth, and anticipated project volumes per procedures in *Highway Capacity Manual* at local intersections. For existing and future conditions, all study area intersections and driveways are shown to operate at an acceptable LOS with v/c less than 1.0 at all intersection approaches in the midday and PM peak hour conditions.

In-field observations and Synchro analysis of future traffic at the intersection of W Fairbanks Avenue & Shoreview Avenue show gaps are available to safely make left turns at the intersection in existing and future conditions. Additionally, future northbound queue lengths at Shoreview Avenue are forecasted to be remain short (95th percentile queue less than 2 vehicles). Therefore, no operational issues (driveway blocking, etc.) are anticipated along Shoreview Avenue in the midday and PM peak periods.

Separately, the applicant will continue to work with City staff on a design solution to address the concern that westbound traffic from W Fairbanks Avenue will attempt illegal left turns at the existing right-in/right-out driveway at W Fairbanks Avenue.

APPENDIX A Methodology Statement

MEMORANDUM

To:	Jeffrey Briggs, City of Winter Park
From:	James M. Taylor, P.E. Kimley-Horn and Associates, Inc.
Date:	July 02, 2018
Subject:	Traffic Impact Analysis (TIA) Methodology Fairbanks Retail – City of Winter Park, FL Parcel ID #12-22-29-0664-00-100, #12-22-29-0664-00-120, & #12-22-29-0664-00-130

Purpose

The following is a Traffic Impact Analysis (TIA) methodology outline for the above referenced project. The forthcoming TIA will generally conform to the methodology herein and the policies and guidelines of the City of Winter Park. A meeting was held on June 18, 2018 with City staff and Kimley-Horn staff representing the Applicant to further develop the TIA methodology. Minutes from the meeting are included in Attachment A.

Project Description

Fairbanks Retail is a proposed site redevelopment located in the southeast quadrant of the intersection of Shoreview Avenue and SR 426 (W Fairbanks Avenue) in the City of Winter Park, FL. Current zoning of the property is Commercial (C-3) and Office (O-1). Proposed zoning is C-3 on all parcels. The site is composed of three separate parcels (Parcel ID #12-22-29-0664-00-100, #12-22-29-0664-00-120, and #12-22-29-0664-00-130). The project location is shown in Figure 1.

Based on 2017 property records from the Orange County Property Appraiser, the site is currently occupied by 19,660 square feet of office space (consisting of a 16,772-square foot funeral home service and a 2,888-square foot vacant flower shop). The applicant is proposing to redevelop the site to consist of 6,240 square feet of retail space and a 2,430-square foot fast-food restaurant. The conceptual site plan is included as Attachment B. The total area of the site is 1.52 acres.

Study Area

The study area will include three (3) project access points and the following offsite intersections as shown in Figure 1:

- SR 426 (W Fairbanks Avenue) & Shoreview Avenue
- Gene Street & Shoreview Avenue



Figure 1: Project Location and Study Area Intersections

Background Conditions Analysis

Midday (11:00AM-1:00PM) and PM peak (4:00PM-6:00PM) turning movement count (TMC) data was collected for the study area intersections and is included in Attachment C. Traffic data will be grown by two percent (2%) per year to develop Year 2019 background traffic. Intersection capacity analyses will be performed for background (2019) conditions using the operational analysis procedures outlined in the Highway Capacity Manual 2010. Specifically, Synchro (v9) software will be used to evaluate background operational conditions at study area intersections by reporting volume to capacity (v/c) ratios, delay, and queue length demands.

Trip Generation - Net Daily and PM Peak Hour Impact

Trip generation rates for the existing and proposed development scenarios were calculated using the 10th Edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual.* Land Use Codes (LUCs) used for the existing and proposed development scenarios include:

<u>Existing</u>

• LUC 710 - Office

Proposed

- LUC 934 Fast-Food Restaurant with Drive-Through Window
- LUC 820 Shopping Center (Retail)

Per City code requirement, Table 1 provides the Daily and PM peak hour trip generation summary for the existing and proposed development scenarios to show the additional vehicle trips anticipated to be added to the roadway network by the proposed redevelopment. **ITE's** *Trip Generation Handbook*, 3rd Edition was referenced to apply a pass-by reduction to account for future fast-food **and retail** traffic already on the roadway network today. Excerpts from the ITE publications referenced in this methodology are provided in Attachment D.

PROPOSED REDEVELOPMENT															
Land Use	ITE	Size	Size Units Daily ITE PM ITE		D	Daily Trip Generation			PM Peak Hour Trip Generation						
	LUC			Trip Rate ¹	Trip Rate ¹	Total		In ¹	C	ut ¹	Total		n ¹	0	ut ¹
Fast-Food Restaurant with Drive-Through Window	934	2.43	KSF	470.95	32.67	1,144	50%	572	50%	572	79	52%	41	48%	38
Commercial	820	6.24	KSF	37.75	3.81	236	50%	118	50%	118	24	48%	12	52%	12
Total Generated Trips						1,380	(690	(590	103		53		50
LUC 934 Pass by Trips ² =	50.0%	%			572		286	1	286	40		21		19	
LUC 820 Pass by Trips ² =	34.0%				80		40		40	8		4		4	
New External Trips						728		364	3	864	55		28		27
				EX	ISTING DE	/ELOPN	ЛЕМТ	Г							
Land Use	ITE	Cine	L lucito	Daily ITE	PM ITE	D	aily T	rip Gen	eratio	n	PM Pe	ak Ho	ur Trip	Gene	ation
Land Use	LUC	Size	Units	Trip Rate ¹	Trip Rate ¹	Total		In ¹	C	ut ¹	Total		n ¹	C	ut1
Office	710	19.66	KSF	11.14	1.23	219	50%	110	50%	109	24	16%	4	84%	20
New External Trips						219	:	110	1	L 0 9	24		4		20
ADDITIONAL NEW EXTERNAL TRIPS															
						D	aily T	rip Gen	eratio	n	PM Pe	ak Ho	ur Trip	Gene	ation
						Total		In ¹	C	ut ¹	Total		n ¹	C	ut1
New External Trips						509		254		255	31		24		7

Table 1: Trip Generation Summary

¹ Vehicle trip rates and directional splits per data and procedures outlined in ITE Trip Generation Manual, 10th Edition

² Pass-by trip rate for ITE LUC 820 and LUC 934 PM peak hour per ITE Trip Generation Handbook, 3rd Edition

As shown in Table 1, the proposed redevelopment of the site is anticipated to generate 509 additional daily trips external to the site and 31 additional PM peak hour trips (24 inbound and 7 outbound).

Trip Generation – Midday Driveway Volume Forecast

In addition to the Daily and PM peak hour new external trip impact of the redevelopment, City staff has asked that the midday (lunch) peak hour be included in the Buildout (2019) operational analysis. Forecasted midday driveway trips are not all new to the roadway network; some exist already from existing site uses and some are in background traffic that pass-by the site. To facilitate the future operational analysis at the driveways, a trip generation estimate for midday driveway volumes at buildout was developed.

Trip behavior at the adjacent McDonald's was referenced to determine an appropriate trip summary for the future Wendy's land use. Midday trips for the adjacent McDonald's were developed from ITE data for LUC 934 (Fast-Food Restaurant with Drive-Through Window) PM peak hour of generator, and were compared to peak hour midday driveway counts observed at the McDonald's between 11:00AM-1:00PM. The following comparison shows that the McDonald's midday trip generation tracked well with ITE rates:

- Midday peak hour trips for McDonald's using ITE PM peak hour generator rates (51.36 vehicles per hour per 1,000 square feet with 52/48 directional split):
 - o 248 midday peak hour vehicle trips (129 In, 119 Out)
- Midday peak hour trips for McDonald's observed between 11:00AM-1:00PM on June 21, 2018 (traffic count data provided in Attachment C):
 - o 252 midday peak hour vehicle trips (126 In, 126 Out)

For buildout midday (lunch) peak hour, it is estimated that the Wendy's will have buildout driveway volumes comparable to the McDonald's driveway counts. For the retail portion, ITE PM peak hour of generator rates for LUC 820 (Shopping Center) were referenced for midday driveway volumes. Table 2 provides the midday (lunch) peak hour total driveway volume estimate at buildout (2019).

Land Use	ITE Size Units		Midday	Midday	y Peak Hour Trip Generation				
	LUC	5120	Units	Trip $Rate^1$	Total	In ¹		Out ¹	
Fast-Food Restaurant with Drive-Through Window	934	2.43	KSF	McDonald's Data	252	50%	126	50%	126
Commercial	820	6.24	KSF	4.21	26	50%	13	50%	13
Total Driveway Trips					278		139		139

Table 2: Midday Buildout Total Driveway Volumes

¹ Future Fast-Food Use assumes McDonald's driveway count data, Commercial assumes PM peak generator hour data from ITE

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Trip Distribution and Trip Assignment

Projected distribution of project trips on study area roadways were derived with use of the midday peak hour TMC data collected at the **adjacent McDonald's site** driveways and along Shoreview Avenue. Figure 2 displays the existing TMC data. The collected traffic data was referenced to assign distribution percentages at **the existing McDonald's access points, as shown** in Figure 3. Th**e McDonald's** distribution percentages were then used to assign anticipated project distribution to the proposed Fairbanks Retail site driveways and along Shoreview Avenue, as shown in Figure 4. The proposed site distribution percentages will be used to assign project trips to the project study area intersections and driveways.

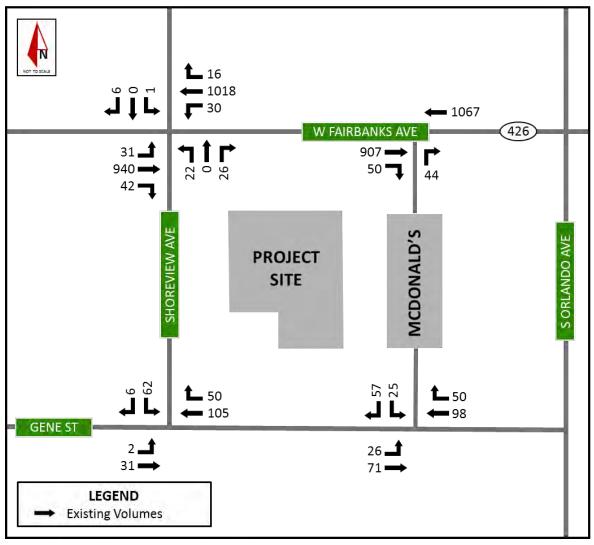


Figure 2: Existing Midday Turning Movement Volumes

Kimley **Whorn**



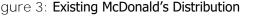
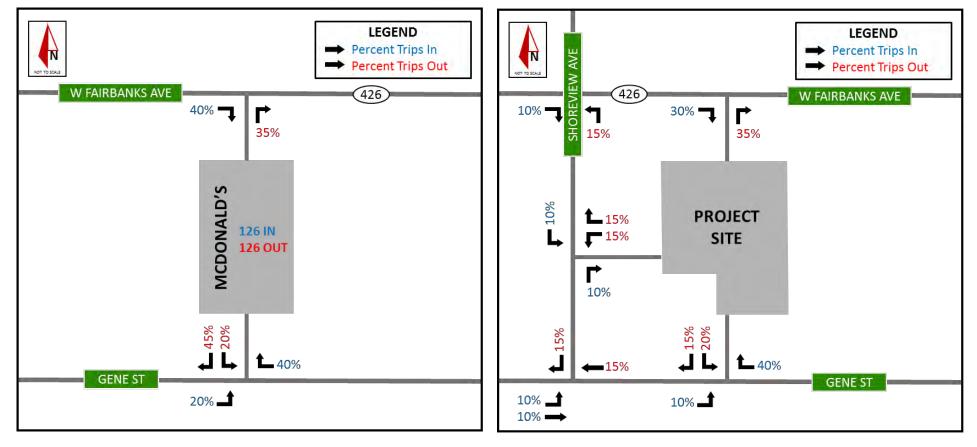


Figure 4: Proposed Fairbanks Retail Distribution



Buildout Conditions Analysis

Project trips will be assigned to the roadway network in accordance with the project trip distribution. Buildout traffic volumes will be determined by combining background volumes with project traffic volumes.

Intersection capacity analyses will be performed at project driveways and study area intersections for the Buildout (2019) midday (lunch) peak hour and PM peak hour using the operational analysis procedures outlined in the Highway Capacity Manual 2010. Specifically, Synchro (v9) software will be used to evaluate buildout operational conditions at study area intersections and project access points by reporting v/c ratios, delay, and queue length demands. If necessary, mitigating measures for any operational deficiencies identified due to project traffic impact will be recommended in the TIA.

Report

All analyses and findings will be documented in a report to be provided to the City of Winter Park for review.

K:\ORL_Civil\149820000-Fairbanks Retail\TPTO\04_Documentation\Methodology\Fairbanks Retail - TIA Methodology_07.02.2018.docx

nley-horn.com 189 South Orange Avenue, Suite 1000, Orlando, FL, 32801

ATTACHMENT A Methodology Meeting Minutes – 06/18/2018

TIA Methodology Meeting Minutes

Fairbanks Retail (1308/1324/1350 W Fairbanks Ave)

MEETING DATE:	June 18, 2018
MEETING TIME:	9:30 AM
LOCATION:	Winter Park Public Works – 500 N Virginia Ave, Winter Park, FL 32789
ATTENDEES:	Jeffrey Briggs, Winter Park Don Marcotte, Winter Park Troy Attaway, Winter Park Keith Moore, Winter Park Brooks Stickler, Kimley-Horn James Taylor, Kimley-Horn Amanda Black, Kimley-Horn

1. Purpose/Site Plan

- a) The purpose of the meeting is to introduce a revised site plan for 1308/1324/1350 W Fairbanks based on input from the previous submittal in 2017. Kimley-Horn wishes to establish a methodology for the forthcoming Traffic Impact Analysis (TIA) to address staff concerns.
- b) The site will include retail space and a fast-food restaurant with a drive-through (with Wendy's secured as the tenant). Kimley-Horn is representing the land owner for the site (not Wendy's).
- c) It was requested by the City previously that the site look like one building. The revised plan addresses this request.
- d) Access points to the site will remain at Fairbanks Ave (right-in/right-out only), Shoreview Ave, and Gene St.
- e) City staff noted that when the McDonald's next door was developed, the eastbound left turn lane and raised median on Fairbanks Ave was extended further west, in part, to discourage illegal left moves at the right-in/right-out driveway. The same concern applies to Wendy's.
 - There are potential operational concerns with further reduction of the westbound left turn lane length at Shoreview Ave caused by additional extension of the eastbound left turn lane. Kimley-Horn will research DOT standards on minimum taper length for deceleration and minimum length for queueing.
 - ii) Kimley-Horn's conversations with FDOT in 2017 indicated that extension of the eastbound turn lane was not necessary based on minimal traffic increase forecast. Kimley-Horn will continue the conversation with FDOT as the TIA develops.
 - iii) Kimley-Horn proposes to work with staff to address the concern for illegal left moves with a driveway design that includes a raised pork chop. Images of a similar design, including sidewalk and signs, will be provided. Reflectors would be placed along the pork chop and a "Right Turn Only" sign may be installed at the Fairbanks Ave right-out movement. Staff may prefer a "Do Not Enter" sign at the Fairbanks Ave left-in movement.

- f) There is currently a strip of grass on the property along Fairbanks Ave. Winter Park prefers to keep it as a visual barrier.
- g) The south lane of Fairbanks Ave will be torn up for a new transmission line in January 2019. It will be completed in segments from I-4 to 17/92.
- h) There are no longer bricks on Gene St from the project site to Shoreview Ave. The remaining bricks from Shoreview Ave to Nicolet Ave are planned to be eventually removed.
- i) Winter Park is looking at the possibility of adding a double-left turn on Fairbanks Ave at the Fairbanks Ave/Orlando Ave intersection.

2. TIA Methodology

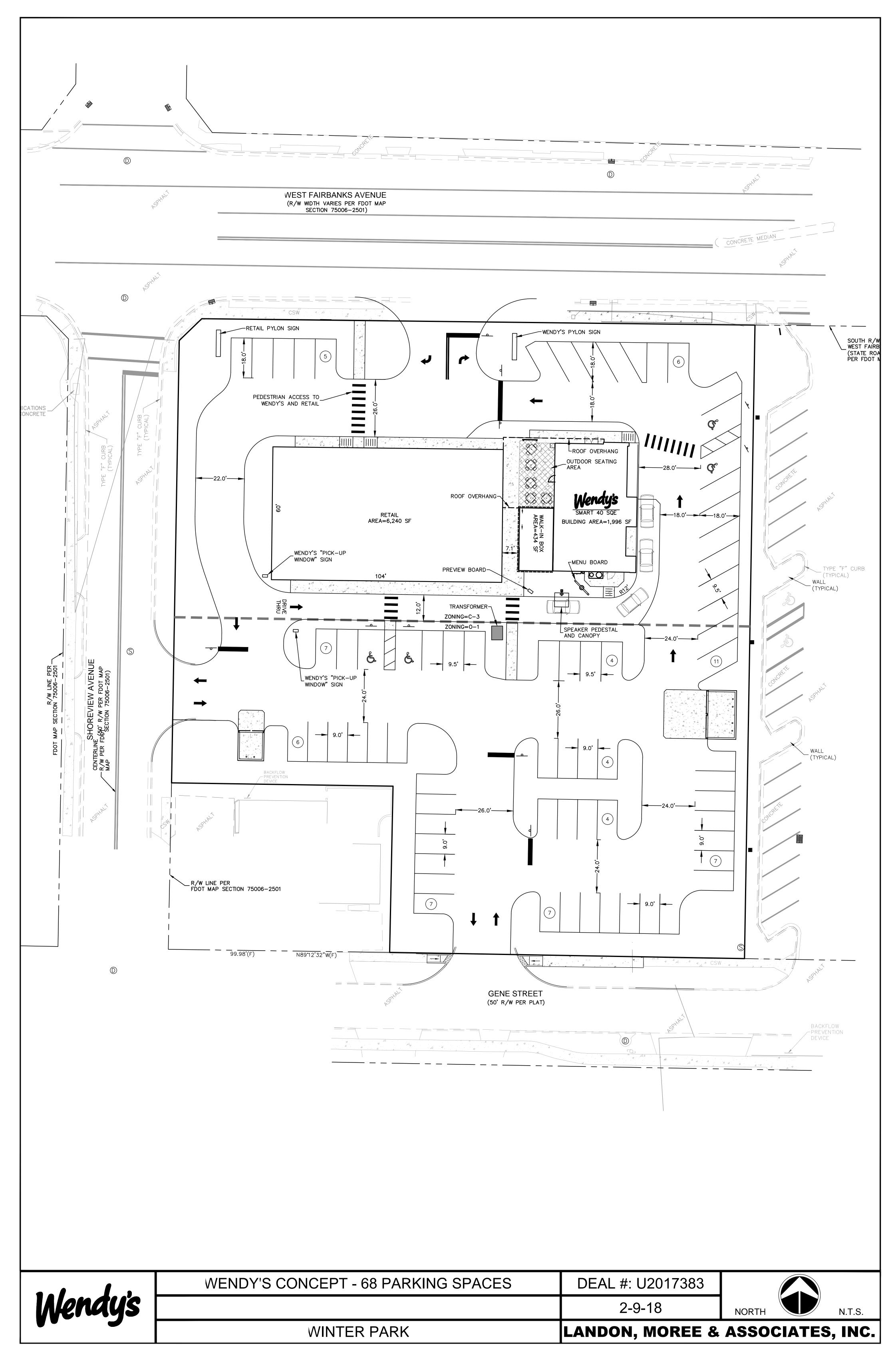
- A limited Traffic Impact Analysis (TIA) was submitted for last year's submittal (September 2017). Traffic counts were not collected. Based on previous concerns, the analysis will be expanded for this application.
- b) Per discussions with Dori last year, the September 2017 TIA assumed the existing use of the site to be "general office" for the trip generation summary. Staff agreed that Kimley-Horn should continue to use ITE's "general office" trip rates for the TIA. It was agreed that the trip generation summary for the proposed uses will utilize ITE's trip rates for "fast food restaurant with a drivethrough" and "shopping center." The City wants daily numbers to be included in the TIA.
- c) It was agreed that project distribution for the Wendy's will be developed by observing midday traffic patterns at the neighboring McDonald's. There is concern that the Wendy's will significantly increase traffic on Gene Street.
- d) The TIA should include operational analyses at the project driveways and at the intersections of Fairbanks Ave & Shoreview Ave and Shoreview Ave & Gene St.
- e) Kimley-Horn will observe the northbound left turn at Shoreview Ave for evidence of the opportunity to safely make left turns (out of the project) at the intersection.

3. Next Steps

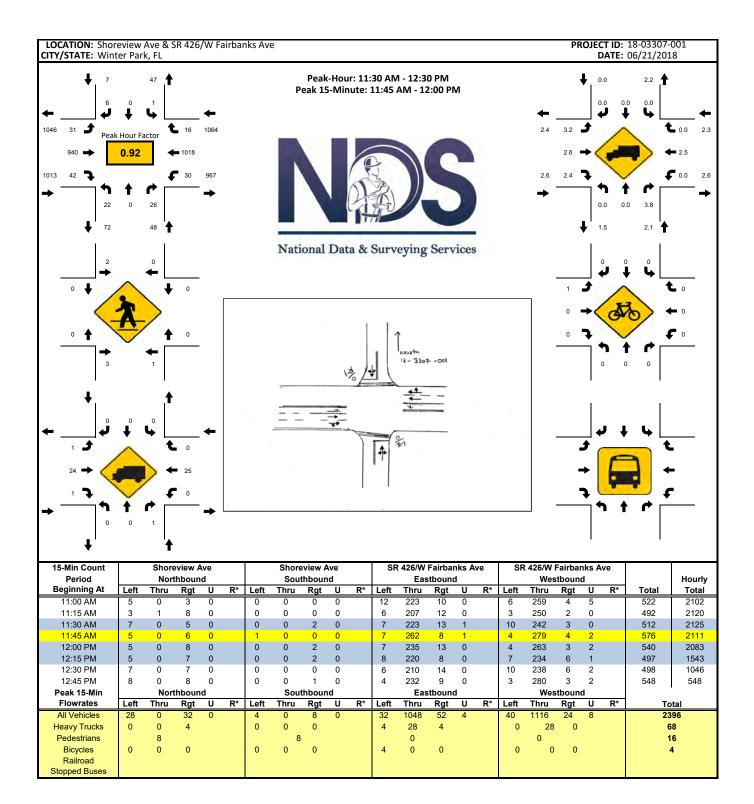
- a) Collect midday (lunchtime) peak hour traffic counts at McDonald's.
- b) Provide a revised TIA methodology to the City.
- c) Follow up with FDOT standards and what they will/will not require at the Fairbanks Ave turn lanes and project driveway.
- d) Prepare and submit the TIA to the City.
- e) Provide examples of the right-in/right-out driveway design at the Fairbanks Ave driveway to the City.

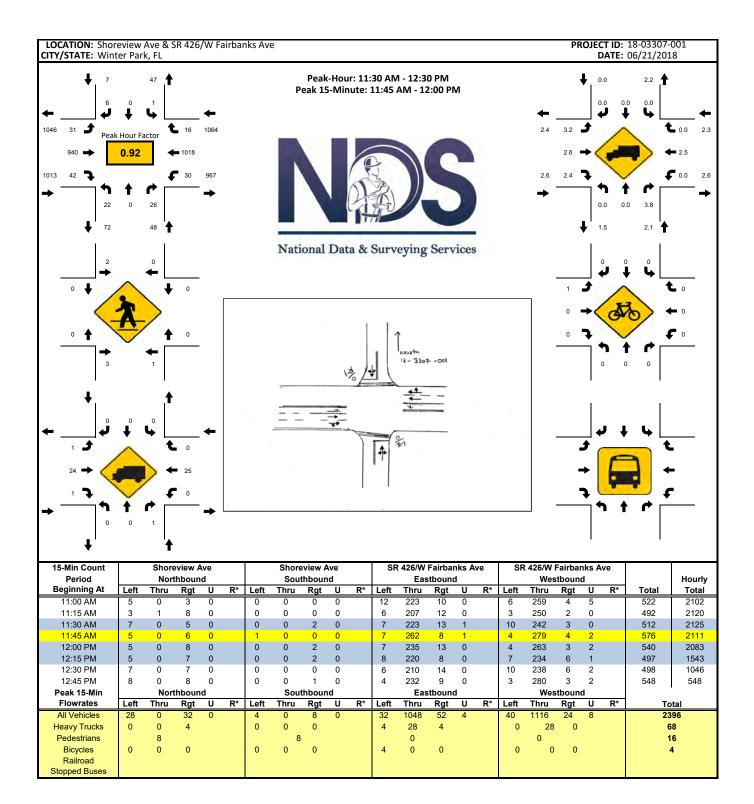
This meeting summary was prepared by Kimley-Horn. If you feel something should be added or revised, please contact James Taylor at <u>james.taylor@kimley-horn.com</u> or by telephone at 407-898-1511.

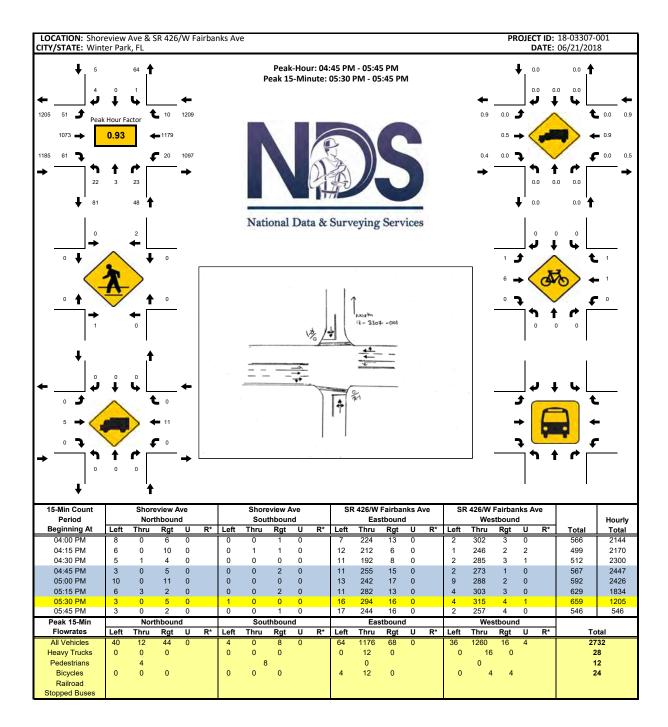
ATTACHMENT B Conceptual Site Plan

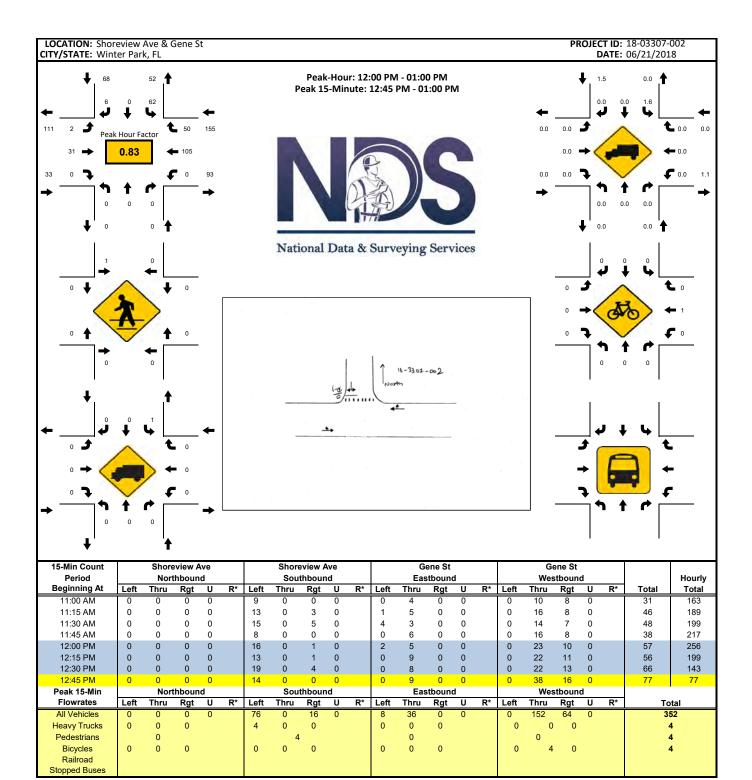


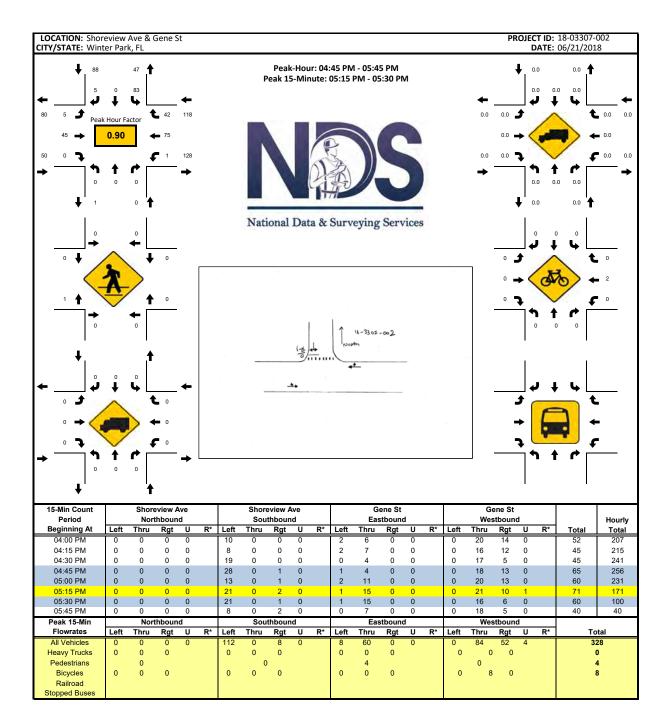
ATTACHMENT C Turning Movement Counts

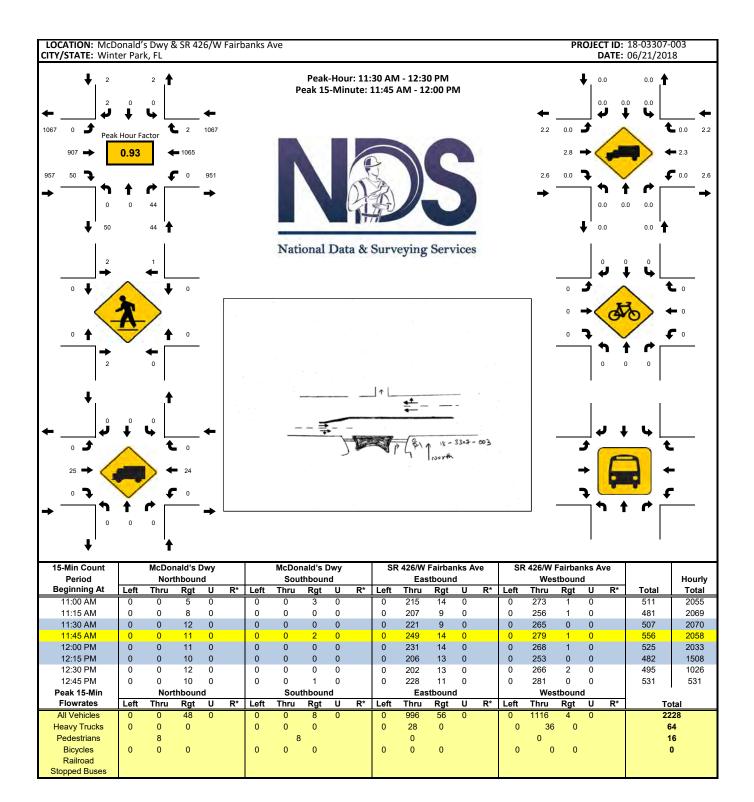


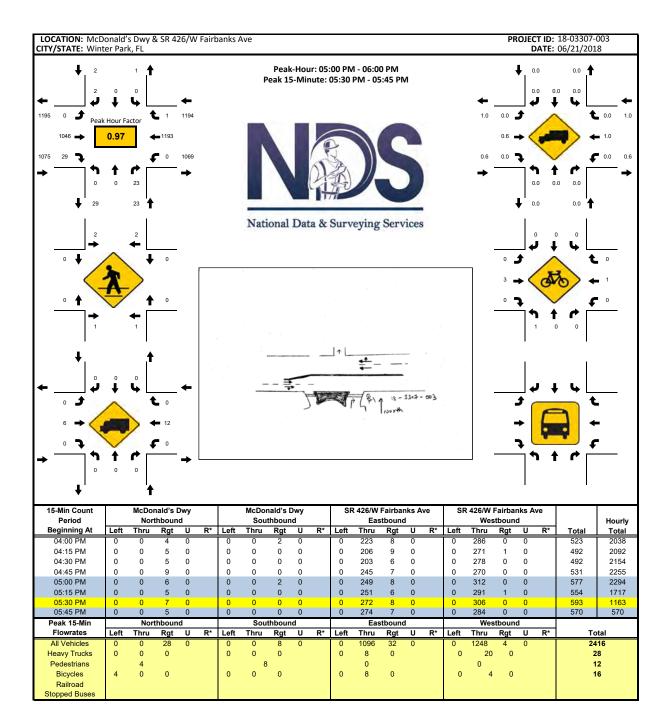


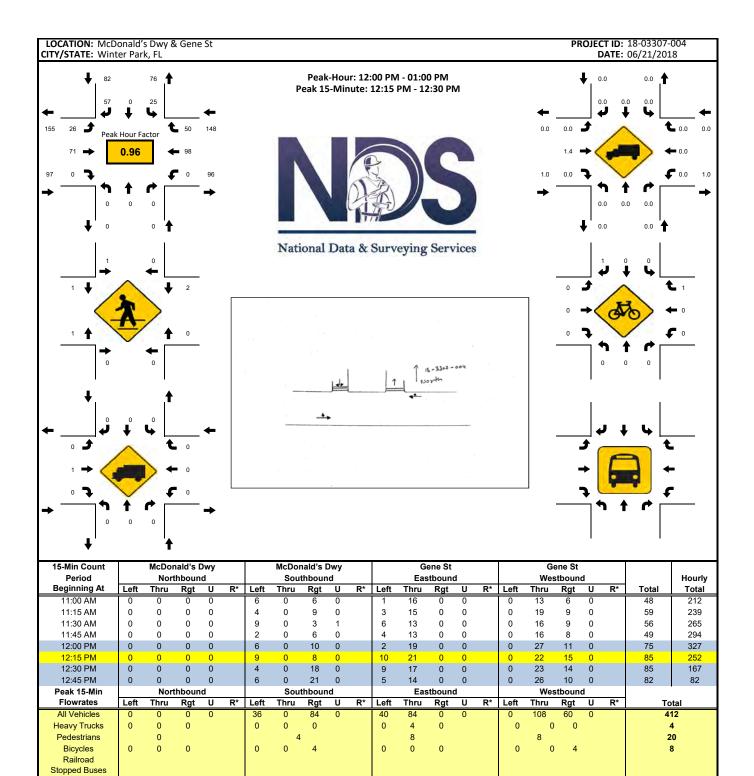


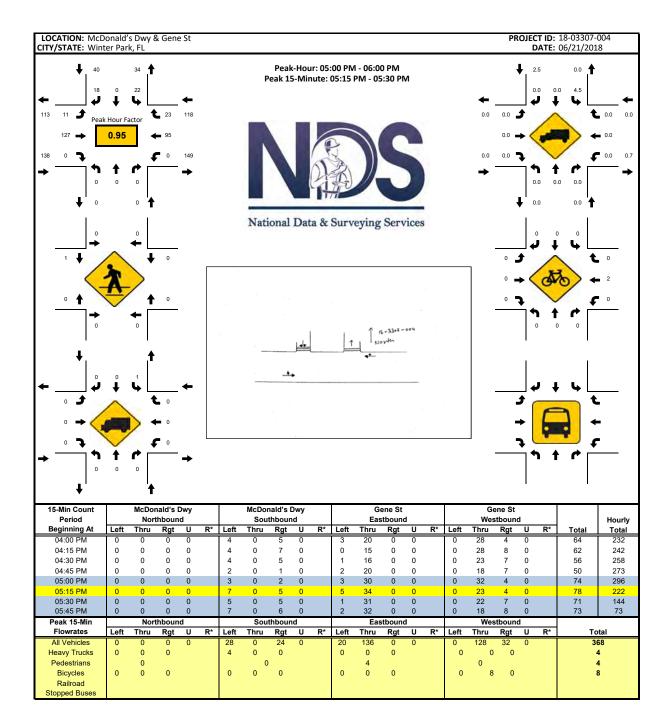








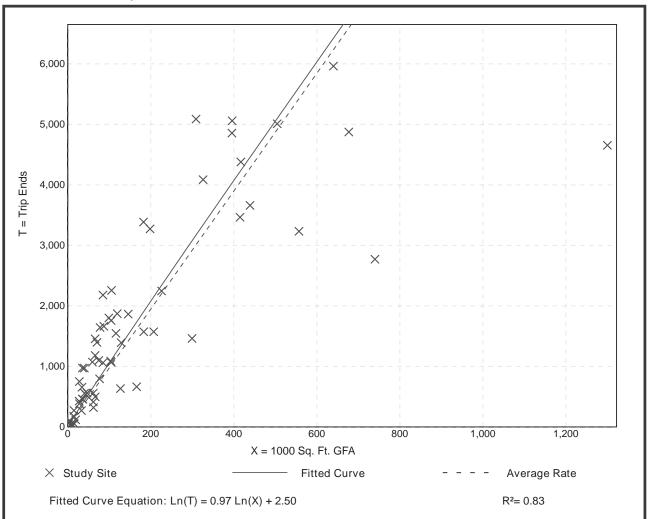




ATTACHMENT D Excerpts from ITE Publications

General Office Building (710)Vehicle Trip Ends vs: 1000 Sq. Ft. GFA On a: Weekday Setting/Location: General Urban/Suburban Number of Studies: 66 1000 Sq. Ft. GFA: 171 Directional Distribution: 50% entering, 50% exiting Vehicle Trip Generation per 1000 Sq. Ft. GFA Average Rate Range of Rates Standard Deviation 9.74 2.71 - 27.56 5.15

Data Plot and Equation



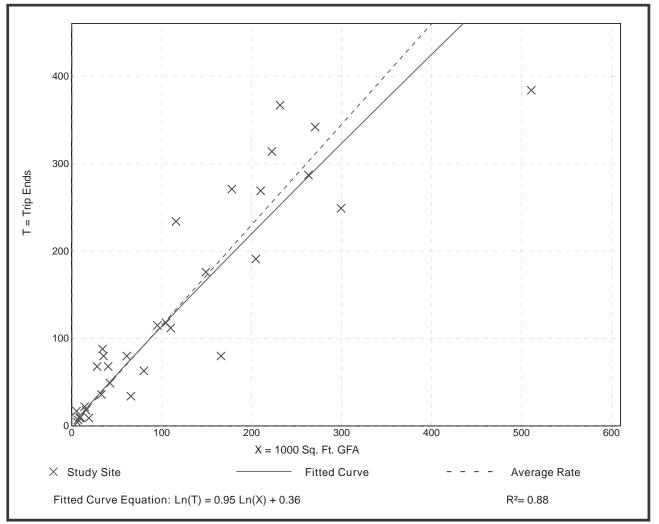
3

General Office Building (710)						
Vehicle Trip Ends vs:						
On a:	Weekday,					
	Peak Hour of Adjacent Street Traffic,					
	One Hour Between 4 and 6 p.m.					
Setting/Location:	General Urban/Suburban					
Number of Studies:	32					
1000 Sq. Ft. GFA:	114					
	16% entering, 84% exiting					

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.15	0.47 - 3.23	0.42

Data Plot and Equation



5

Fast-Food Restaurant with Drive-Through Window (934)

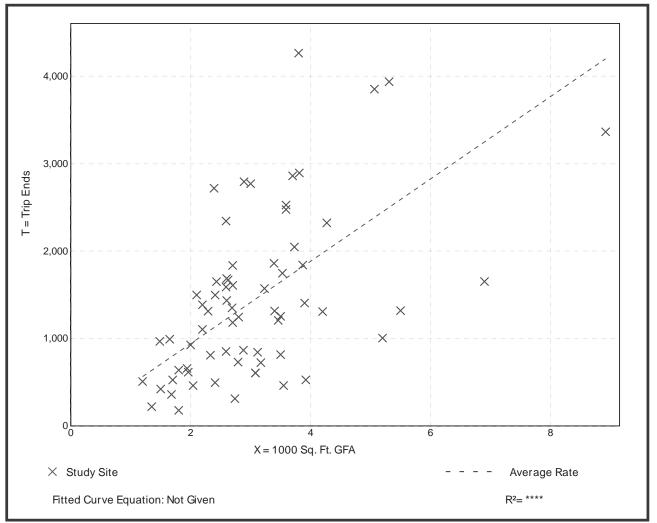
Vehicle Trip Ends vs:	1000 Sq. Ft. GFA
On a:	Weekday

Setting/Location:	General Urban/Suburban
Number of Studies:	67
1000 Sq. Ft. GFA:	3
Directional Distribution:	50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
470.95	98.89 - 1137.66	244.44

Data Plot and Equation



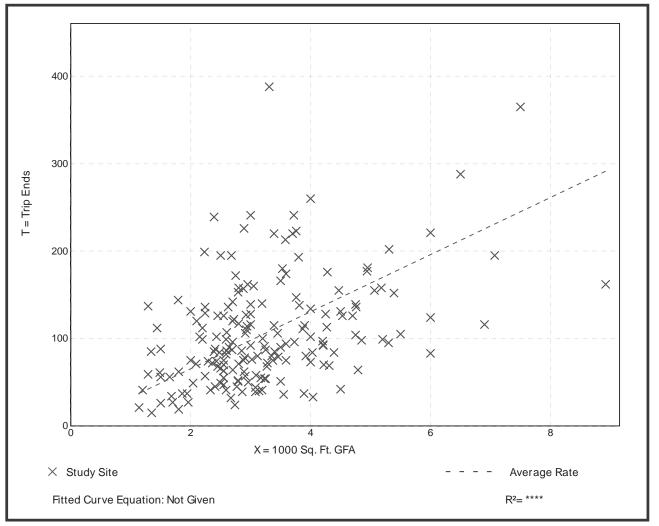
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: On a:	1000 Sq. Ft. GFA Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.
Setting/Location:	General Urban/Suburban
Number of Studies:	185
1000 Sq. Ft. GFA:	
Directional Distribution:	52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
32.67	8.17 - 117.22	17.87

Data Plot and Equation



	SIZE (1,000 SQ.		WEEKDAY			PASS- BY	NON-P	ASS-BY TRIPS (%)	ADJ. STREET PEAK	
SEATS	FT. GFA)	LOCATION	SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	TRIP (%)	PRIMARY	DIVERTED	TOTAL	HOUR VOLUME	SOURCE
-	~2.6	Minn-St. Paul, MN	1987	50	3:00–7:00 p.m.	25	27	48	75	_	_
_	<5.0	Chicago suburbs, IL	1987	80	3:00–6:00 p.m.	38	_	_	62	_	Kenig, O'Hara, Humes, Flock
-	<5.0	Chicago suburbs, IL	1987	100	3:00–6:00 p.m.	55	_	_	45	_	Kenig, O'Hara, Humes, Flock
-	<5.0	Chicago suburbs, IL	1987	159	3:00–6:00 p.m.	56	_	_	44	_	Kenig, O'Hara, Humes, Flock
-	<5.0	Chicago suburbs, IL	1987	225	3:00–6:00 p.m.	48	_	_	52	_	Kenig, O'Hara, Humes, Flock
-	<5.0	Chicago suburbs, IL	1987	88	3:00–6:00 p.m.	35	_	_	65	_	Kenig, O'Hara, Humes, Flock
-	<5.0	Chicago suburbs, IL	1987	84	3:00–6:00 p.m.	44	—	_	56	_	Kenig, O'Hara, Humes, Flock
88	1.3	Louisville area, KY	1993	_	4:00–6:00 p.m.	68	22	10	32	2,055	Barton- Aschman Assoc.
120	1.9	Louisville area, KY	1993	33	4:00–6:00 p.m.	67	24	9	33	2,447	Barton- Aschman Assoc.
87	4.2	New Albany, IN	1993	_	4:00–6:00 p.m.	56	25	19	44	1,632	Barton- Aschman Assoc.
150	3.0	Louisville area, KY	1993	_	4:00–6:00 p.m.	31	31	38	69	4,250	Barton- Aschman Assoc.
-	3.1	Kissimmee, FL	1995	28	2:00–6:00 p.m.	71	_	_	29	_	TPD Inc.
-	3.1	Apopka, FL	1996	29	2:00–6:00 p.m.	38	-	_	62	_	TPD Inc.
-	2.8	Winter Springs, FL	1995	47	2:00–6:00 p.m.	66	_	_	34	_	TPD Inc.
-	4.3	Longwood, FL	1994	304	2:00–6:00 p.m.	62	_	_	38	_	TPD Inc.
_	3.2	Altamonte Springs, FL	1996	202	2:00–6:00 p.m.	40	39	21	60	_	TPD Inc.
_	2.9	Winter Park, FL	1996	271	2:00–6:00 p.m.	41	41	18	59	_	TPD Inc.
_	3.3*	several	1996	varies	4:00–6:00 p.m.	62	_	_	38	_	Oracle Engineering

Table E.32 Pass-By and Non-Pass-By Trips Weekday, PM Peak PeriodLand Use Code 934—Fast-Food Restaurant with Drive-Through Window

*Average of several combined studies.

Average Pass-By Trip Percentage: 50

"---" means no data were provided

Shopping Center

(820)

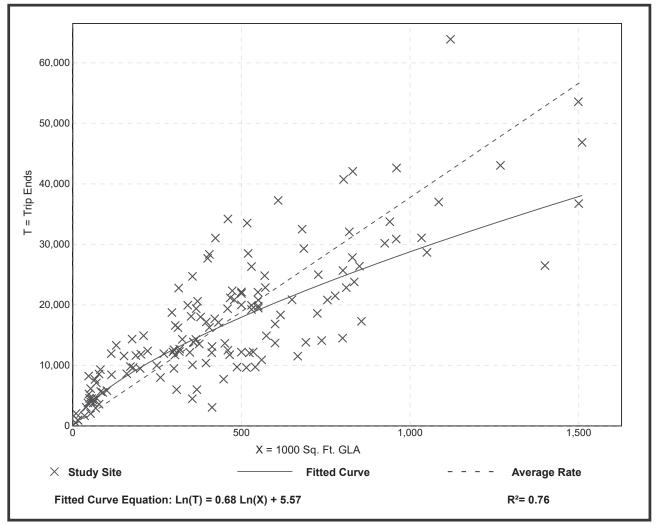
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA On a: Weekday

Setting/Location:	General Urban/Suburban
Number of Studies:	147
1000 Sq. Ft. GLA:	453
Directional Distribution:	50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	16.41

Data Plot and Equation



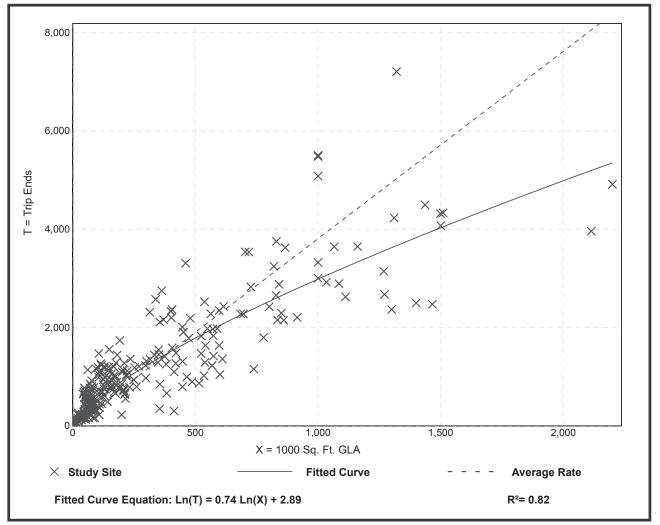


Shopping Center (820)								
Vehicle Trip Ends vs: On a:	1000 Sq. Ft. GLA Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.							
Setting/Location:	General Urban/Suburban							
Number of Studies:	261							
1000 Sq. Ft. GLA:	327							
Directional Distribution:	48% entering, 52% exiting							

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.81	0.74 - 18.69	2.04

Data Plot and Equation





SIZE (1,000		WEEKDAY			PASS-BY	NON-F	ASS-BY TRIP	(%)	ADJ. STREET	AVERAGE	
SQ. FT. GLA)	LOCATION	SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	TRIP (%)	PRIMARY	DIVERTED	TOTAL	PEAK HOUR VOLUME	24-HOUR TRAFFIC	SOURCE
53	Port Orange, FL	1993	162	2:00-6:00 p.m.	59	_	_	41	_	_	TPD Inc.
9	Kissimmee, FL	1994	107	2:00–6:00 p.m.	66	20	14	34	—	—	TPD Inc.
77	Edgewater, FL	1992	365	2:00–6:00 p.m.	46	—	—	54	—	_	TPD Inc.
82	Deltona, FL	1992	336	2:00–6:00 p.m.	34	—	—	66	—	-	TPD Inc.
78	Orlando, FL	1991	702	2:00–6:00 p.m.	55	23	22	45	_	—	TPD Inc.
45	Orlando, FL	1992	844	2:00–6:00 p.m.	56	24	20	44	—	—	TPD Inc.
50	Orlando, FL	1992	555	2:00–6:00 p.m.	41	41	18	59	—	—	TPD Inc.
52	Orlando, FL	1995	665	2:00–6:00 p.m.	42	33	25	58	—	—	TPD Inc.
17	Orlando, FL	1994	196	2:00–6:00 p.m.	66	_	_	34	—	—	TPD Inc.
60	Orlando, FL	1995	1,583	3:00–7:00 p.m.	40	38	22	60	—	—	TPD Inc.
158	Crestwood, KY	June 1993	129	4:00–6:00 p.m.	36	39	25	64	759	_	Barton- Aschman Assoc.
118	Louisville area, KY	June 1993	133	4:00–6:00 p.m.	22	51	27	78	3,555	_	Barton- Aschman Assoc.
74	Louisville, KY	June 1993	187	4:00–6:00 p.m.	30	43	27	70	922	_	Barton- Aschman Assoc.
59	Louisville area, KY	June 1993	247	4:00–6:00 p.m.	31	52	17	69	2,659	_	Barton- Aschman Assoc.
145	Louisville area, KY	June 1993	210	4:00–6:00 p.m.	53	30	17	47	2,636	_	Barton- Aschman Assoc.
104	Louisville area, KY	June 1993	281	4:00–6:00 p.m.	28	50	22	72	2,111	_	Barton- Aschman Assoc.
235	Louisville, KY	June 1993	211	4:00–6:00 p.m.	35	29	36	65	2,593	_	Barton- Aschman Assoc.
71	Louisville, KY	June 1993	109	4:00–6:00 p.m.	25	42	33	75	1,559	_	Barton- Aschman Assoc.
350	Worcester, MA	Apr. 1994	224	4:00-6:00 p.m.	18	45	37	82	2,112	_	ICSC
738	East Brunswick, NJ	Apr. 1994	283	4:00-6:00 p.m.	14	79	7	86	8,059	—	ICSC
294	Philadelphia, PA	Apr. 1994	213	4:00-6:00 p.m.	25	51	24	75	4,055	—	ICSC
256	Hamden, CT	Apr. 1994	208	4:00-6:00 p.m.	27	51	22	73	3,422	—	ICSC
418	Glen Burnie, MD	Apr. 1994	281	4:00–6:00 p.m.	20	51	29	80	5,610	_	ICSC
560	Harrisonburg, VA	Apr. 1994	437	4:00–6:00 p.m.	19	49	32	81	3,051	—	ICSC

Table E.9 Pass-By and Non-Pass-By Trips Weekday, PM Peak Period Land Use Code 820—Shopping Center

SIZE (1,000		WEEKDAY				NON-F	PASS-BY TRIP (9	%)	ADJ. STREET	AVERAGE	
SQ. FT. GLA)	LOCATION	SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	PRIMARY	DIVERTED	TOTAL	PEAK HOUR VOLUME	24-HOUR TRAFFIC	SOURCE
361	Glen Allen, VA	Apr. 1994	315	4:00–6:00 p.m.	17	54	29	83	2,034	_	ICSC
375	Shelby, NC	May 1994	214	4:00–6:00 p.m.	30	48	22	70	3,053	_	ICSC
413	Texas City, TX	May 1994	228	4:00–6:00 p.m.	28	52	20	72	589	_	ICSC
488	Texas City, TX	May 1994	257	4:00–6:00 p.m.	12	75	13	88	1,094	_	ICSC
293	Berwyn, IL	May 1994	282	4:00–6:00 p.m.	24	70	6	76	4,606	_	ICSC
667	Bourbonais, IL	May 1994	200	4:00–6:00 p.m.	16	53	31	84	2,770	_	ICSC
225	Bellevue, IL	May 1994	264	4:00–6:00 p.m.	35	32	33	65	1,970	_	ICSC
255	Bettendorf, IA	May 1994	222	4:00–6:00 p.m.	24	37	39	76	3,706	_	ICSC
808	Laguna Hills, CA	June 1994	240	4:00–6:00 p.m.	13	73	14	87	4,035	_	ICSC
450	Hanford, CA	May 1994	321	4:00–6:00 p.m.	23	49	28	77	2,787	_	ICSC
800	San Jose, CA	May 1994	205	4:00–6:00 p.m.	21	51	28	79	7,474	_	ICSC
598	Greeley, CO	May 1994	205	4:00–6:00 p.m.	17	55	28	83	3,840	_	ICSC
581	Pueblo, CO	May 1994	296	4:00–6:00 p.m.	18	53	29	82	2,939	—	ICSC
476	Bellevue, WA	May 1994	234	4:00–6:00 p.m.	26	54	20	74	3,427	_	ICSC
720	Framingham, MA	Dec. 1982	92	3:30–7:00 p.m.	23	39	38	77	_	73,628	Raymond Keyes Assoc.
890	Newark, DE	July 1984	179	3:00–8:00 p.m.	12	49	39	88	_	_	Raymond Keyes Assoc.
402	Manassas, VA	June 1984	87	4:00–6:00 p.m.	48	25	27	52	_	_	Raymond Keyes Assoc.
462	Ross, PA	June 1980	175	5:30–7:00 p.m.	36	_	_	64	_	27,200	Raymond Keyes Assoc.
234	Huntington LI, NY	Nov. 1985	181	4:00–7:00 p.m.	46	21	33	54	_	34,630	Raymond Keyes Assoc.
658	Wayne, NJ	Sept. 1984	243	3:00–6:00 p.m.	27	61	12	73	_	85,600	Raymond Keyes Assoc.
1,200	Washington, DC	1980	364	4:00–6:00 p.m.	25	35	40	75	_	_	Gorove-Slade
800	Southern CA		1,000	4:00-6:00 p.m.	12	45	43	88	_	_	Frischer
451	Portland, OR	_	_	5:00–6:00 p.m.	25	_	_	75	_	_	Buttke
113	Portland, OR	_	-	5:00–6:00 p.m.	17	—	—	83	_	—	Buttke

Table E.9 (Cont'd) Pass-By and Non-Pass-By Trips Weekday,PM Peak Period Land Use Code 820—Shopping Center

SIZE (1,000		WEEKDAY	NO. 05			NON-F	PASS-BY TRIP	(%)	ADJ. STREET PEAK HOUR	AVERAGE	
SQ. FT. GLA)	LOCATION	SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	PRIMARY	DIVERTED	TOTAL	VOLUME	24-HOUR TRAFFIC	SOURCE
622	Ramsey, MN	Nov. 1985	46	4:00–9:00 p.m.	44	26	30	56	_	36,370	Raymond Keyes Assoc.
736	Pensacola, FL	Oct. 1985	383	3:00–7:00 p.m.	26	35	39	74	_	_	Raymond Keyes Assoc.
84	Dover, DE	July 1985	218	3:30–7:00 p.m.	50	6	44	50	_	_	Raymond Keyes Assoc.
500	Meriden, CT	Apr. 1985	_	4:00-6:00 p.m.	8	_	_	92	_	_	Connecticut DOT
660	Enfield, CT	Apr. 1985	_	4:00-6:00 p.m.	22	_	_	78	_	_	Connecticut DOT
845	Waterford, CT	Apr. 1985	_	4:00-6:00 p.m.	14	_	_	86	_	_	Connecticut DOT
1,060	West Hartford, CT	Apr. 1985	—	4:00-6:00 p.m.	17	_	—	83	_	_	Connecticut DOT
131	Pr. Georges Co., MD	1982/83	88	4:00–6:00 p.m.	74	-	_	26	—	-	JHK
181	Pr. Georges Co., MD	1982/83	105	4:00-6:00 p.m.	36	_	_	64	_	-	JHK
100	Pr. Georges Co., MD	1982/83	93	4:00–6:00 p.m.	36	_	_	64	_	_	JHK
475	Pr. Georges Co., MD	1982/83	130	4:00–6:00 p.m.	20	_	_	80	_	_	JHK
60	Pr. Georges Co., MD	1982/83	72	4:00-6:00 p.m.	72	_	_	28	_	_	ЈНК
90	Pr. Georges Co., MD	1982/83	91	4:00-6:00 p.m.	58	_	_	42	_	_	ЈНК
78	Pr. Georges Co., MD	1982/83	113	4:00-6:00 p.m.	59	_	_	41	_	_	ЈНК
44	Pr. Georges Co., MD	1982/83	97	4:00-6:00 p.m.	51	_	_	49	_	_	ЈНК
467	Pr. Georges Co., MD	1982/83	99	4:00–6:00 p.m.	56	_	_	44	_	_	JHK
352	W. Orange, NJ	Mar. 1986	149	4:00-6:00 p.m.	38	19	43	62	_	21,520	Raymond Keyes Assoc.
176	Tarpon Springs, FL	May 1986	124	3:00–7:00 p.m.	37	28	35	63	_	34,080	Raymond Keyes Assoc.
762	Orlando, FL	Fall 1985	182	4:00-6:00 p.m.	25	52	23	75	_	_	Kimley-Horn and Assoc. Inc.
166	Orlando, FL	Fall 1985	124	4:00–6:00 p.m.	27	48	25	73	_	_	Kimley-Horn and Assoc. Inc.
129	Orlando, FL	Fall 1985	116	4:00–6:00 p.m.	28	50	22	72	_	_	Kimley-Horn and Assoc. Inc.
71	Orlando, FL	Fall 1985	81	4:00-6:00 p.m.	50	44	6	50	_	-	Kimley-Horn and Assoc. Inc.

Table E.9 (Cont'd) Pass-By and Non-Pass-By Trips Weekday, PMPeak Period Land Use Code 820—Shopping Center

SIZE (1,000 SQ.		WEEKDAY	NO. OF		PASS-BY	NON-F	PASS-BY TRIP	(%)	ADJ. STREET PEAK HOUR	AVERAGE 24-HOUR	
FT. GLA)	LOCATION	SURVEY DATE	INTERVIEWS	TIME PERIOD	TRIP (%)	PRIMARY	DIVERTED	TOTAL	VOLUME	TRAFFIC	SOURCE
921	Albany, NY	July & Aug. 1985	196	4:00–6:00 p.m.	23	42	35	77	_	60,950	Raymond Keyes Assoc.
108	Overland Park, KS	July 1988	111	4:30–5:30 p.m.	26	61	13	74	-	34,000	_
118	Overland Park, KS	Aug. 1988	123	4:30–5:30 p.m.	25	55	20	75	_	-	-
256	Greece, NY	June 1988	120	4:00–6:00 p.m.	38	62	-	62	-	23,410	Sear Brown
160	Greece, NY	June 1988	78	4:00–6:00 p.m.	29	71	-	71	_	57,306	Sear Brown
550	Greece, NY	June 1988	117	4:00-6:00 p.m.	48	52	—	52	—	40,763	Sear Brown
51	Boca Raton, FL	Dec. 1987	110	4:00–6:00 p.m.	33	34	33	67	_	42,225	Kimley-Horn and Assoc. Inc.
1,090	Ross Twp, PA	July 1988	411	2:00-8:00 p.m.	34	56	10	66	_	51,500	Wilbur Smith and Assoc.
97	Upper Dublin Twp, PA	Winter 1988/89	_	4:00–6:00 p.m.	41	-	_	59	_	34,000	McMahon Associates
118	Tredyffrin Twp, PA	Winter 1988/89	_	4:00–6:00 p.m.	24	-	_	76	_	10,000	Booz Allen & Hamilton
122	Lawnside, NJ	Winter 1988/89	-	4:00–6:00 p.m.	37	-	_	63	_	20,000	Pennoni Associates
126	Boca Raton, FL	Winter 1988/89	_	4:00–6:00 p.m.	43	-	_	57	_	40,000	McMahon Associates
150	Willow Grove, PA	Winter 1988/89	_	4:00–6:00 p.m.	39	-	_	61	_	26,000	Booz Allen & Hamilton
153	Broward Cnty., FL	Winter 1988/89	_	4:00–6:00 p.m.	50	-	_	50	_	85,000	McMahon Associates
153	Arden, DE	Winter 1988/89	_	4:00–6:00 p.m.	30	_	_	70	_	26,000	Orth-Rodgers & Assoc. Inc.
154	Doylestown, PA	Winter 1988/89	_	4:00–6:00 p.m.	32	-	_	68	_	29,000	Orth-Rodgers & Assoc. Inc.
164	Middletown Twp, PA	Winter 1988/89	_	4:00–6:00 p.m.	33	_	_	67	_	25,000	Booz Allen & Hamilton
166	Haddon Twp, NJ	Winter 1988/89	_	4:00–6:00 p.m.	20	_	_	80	_	6,000	Pennoni Associates
205	Broward Cnty., FL	Winter 1988/89	-	4:00–6:00 p.m.	55	-	-	45	_	62,000	McMahon Associates

Table E.9 (Cont'd) Pass-By and Non-Pass-By Trips Weekday, PMPeak Period Land Use Code 820—Shopping Center

Table E.9 (Cont'd) Pass-By and Non-Pass-By Trips Weekday, PM Peak PeriodLand Use Code 820—Shopping Center

						NON-PA	ASS-BY TRIP (%	%)	ADJ. STREET	AVERAGE	
SIZE (1,000 SQ. FT. GLA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	PRIMARY	DIVERTED	TOTAL	PEAK HOUR VOLUME	24-HOUR TRAFFIC	SOURCE
237	W. Windsor Twp, NJ	Winter 1988/89	—	4:00-6:00 p.m.	48	_	_	52	_	46,000	Booz Allen & Hamilton
242	Willow Grove, PA	Winter 1988/89	—	4:00-6:00 p.m.	37	_	—	63	_	26,000	McMahon Associates
297	Whitehall, PA	Winter 1988/89	_	4:00-6:00 p.m.	33	_	_	67	_	26,000	Orth-Rodgers & Assoc. Inc.
360	Broward Cnty., FL	Winter 1988/89	_	4:00-6:00 p.m.	44	—	_	56	_	73,000	McMahon Associates
370	Pittsburgh, PA	Winter 1988/89	_	4:00–6:00 p.m.	19	—	_	81	_	33,000	Wilbur Smith
150	Portland, OR	_	519	4:00-6:00 p.m.	68	6	26	32	_	25,000	Kittelson and Associates
150	Portland, OR	_	655	4:00-6:00 p.m.	65	7	28	35	_	30,000	Kittelson and Associates
760	Calgary, Alberta	OctDec. 1987	15,436	4:00-6:00 p.m.	20	39	41	80	_	_	City of Calgary DOT
178	Bordentown, NJ	Apr. 1989	154	2:00-6:00 p.m.	35	_	_	65	_	37,980	Raymond Keyes Assoc.
144	Manalapan, NJ	July 1990	176	3:30–6:15 p.m.	32	44	24	68	_	69,347	Raymond Keyes Assoc.
549	Natick, MA	Feb. 1989	—	4:45–5:45 p.m.	33	26	41	67	—	48,782	Raymond Keyes Assoc.

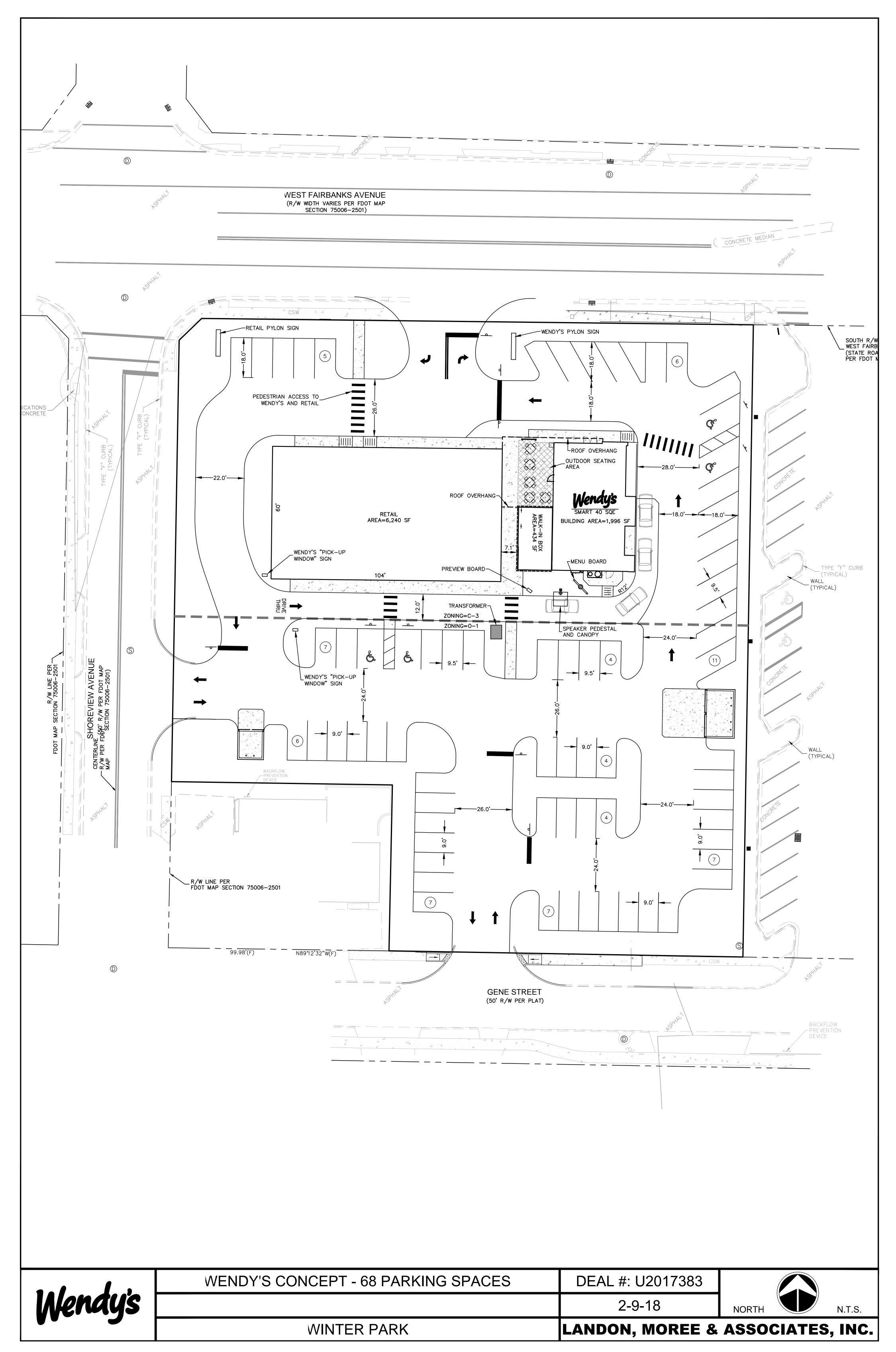
Average Pass-By Trip Percentage: 34

"-" means no data were provided

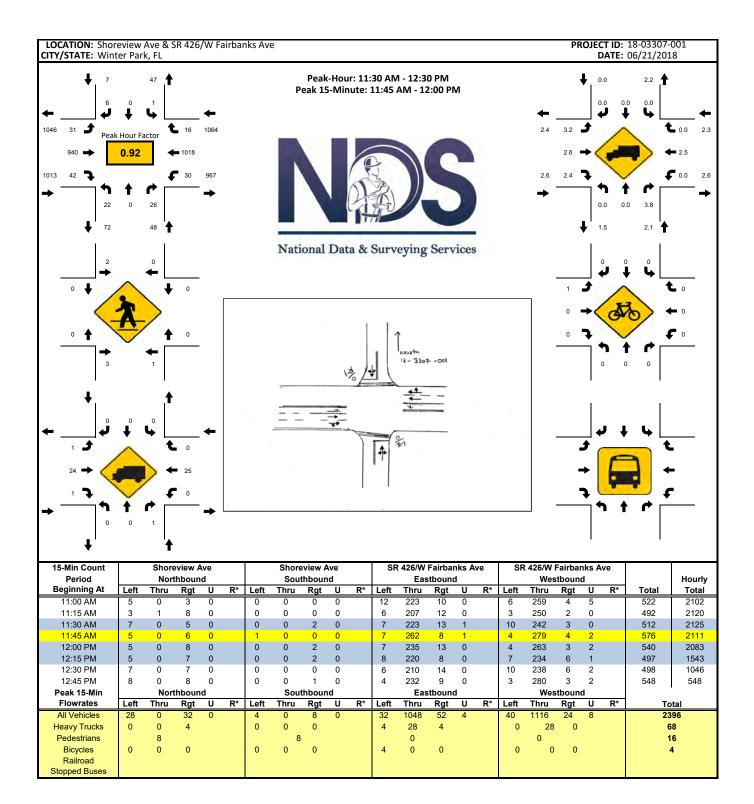


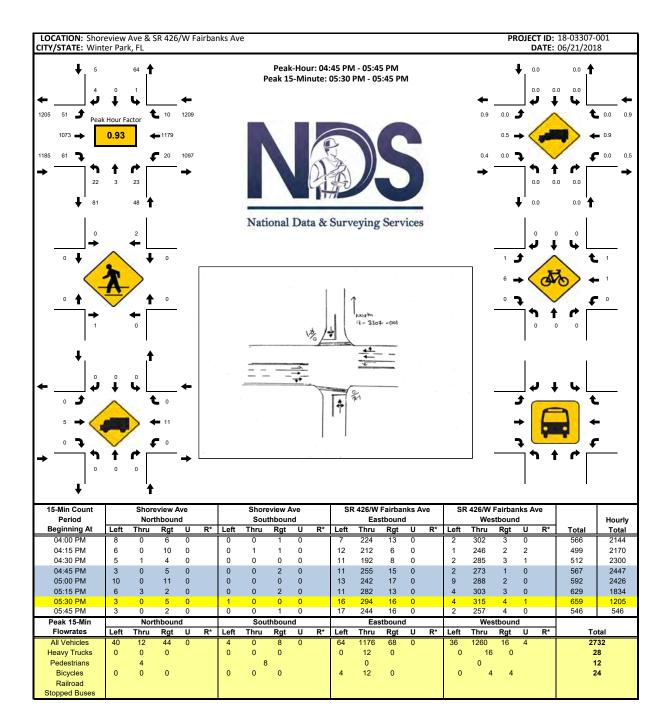
APPENDIX B Conceptual Site Plan

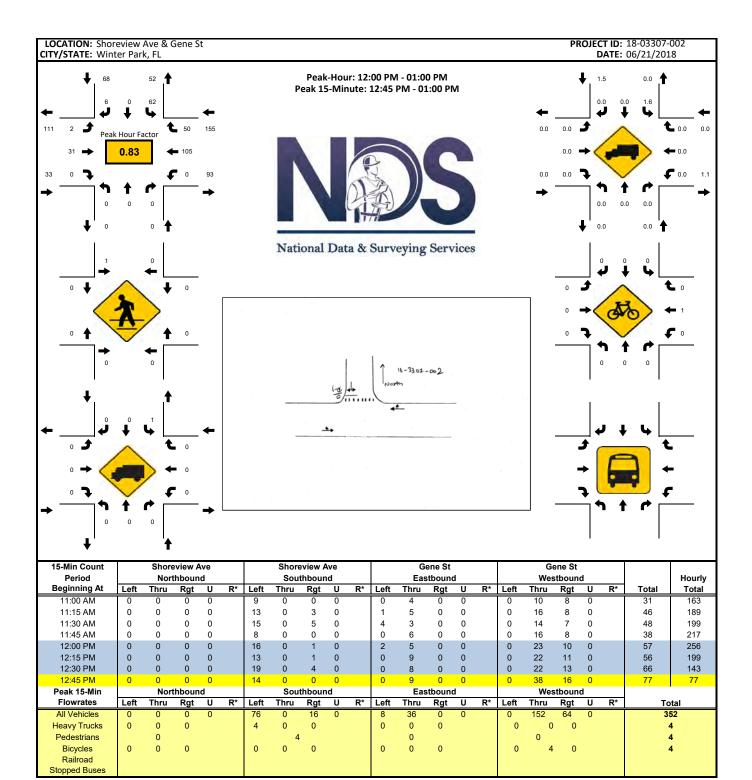
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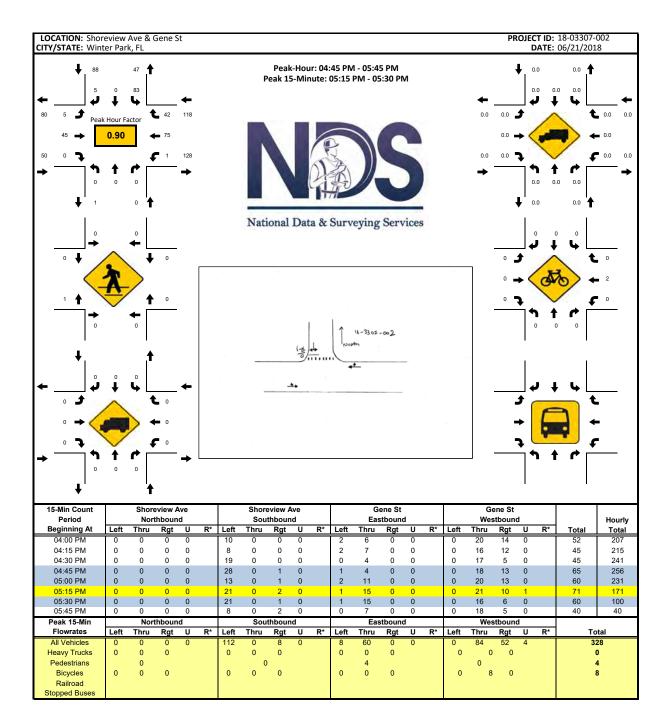


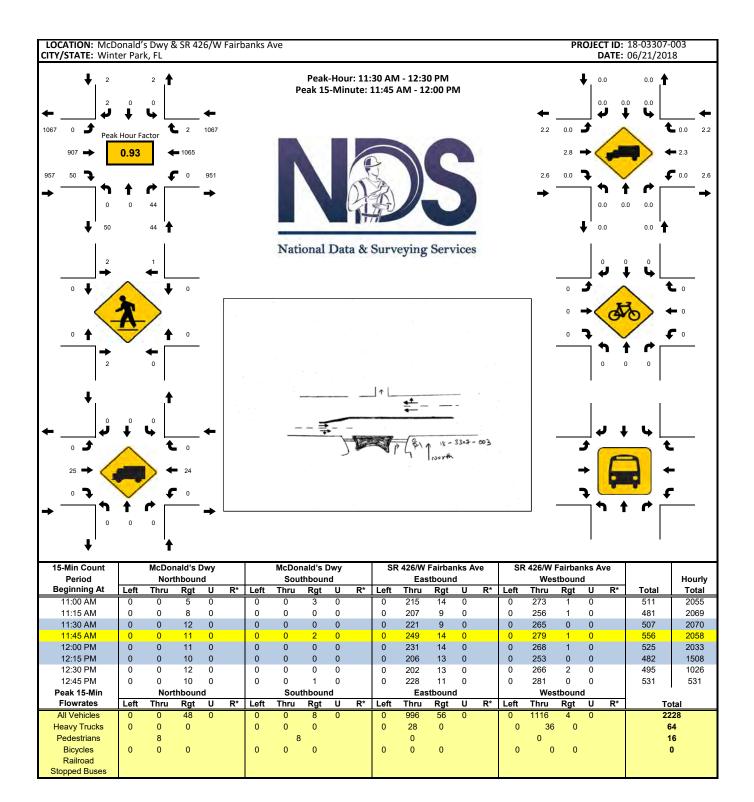
APPENDIX C Turning Movement Counts

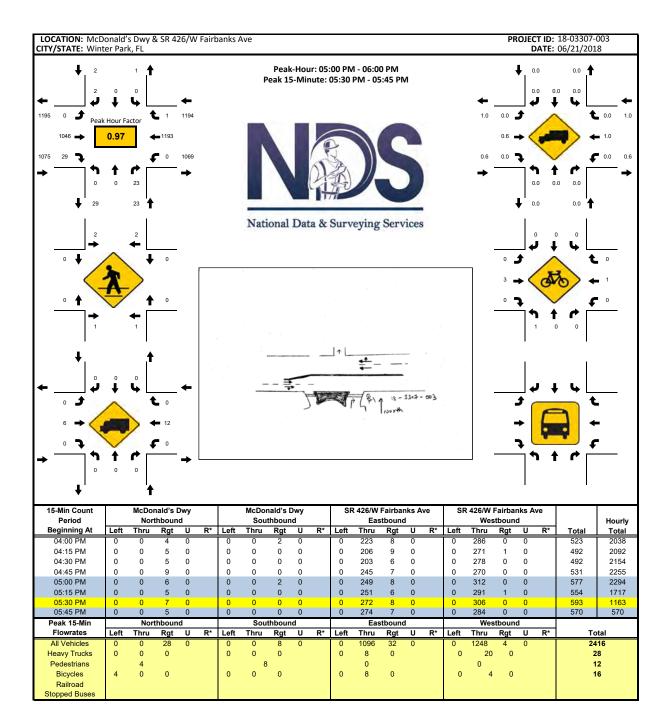


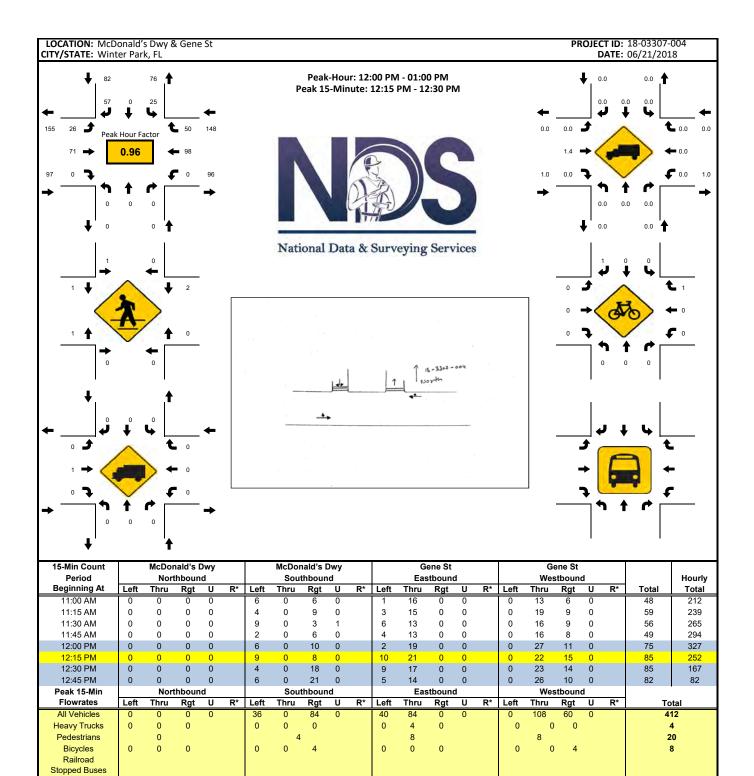


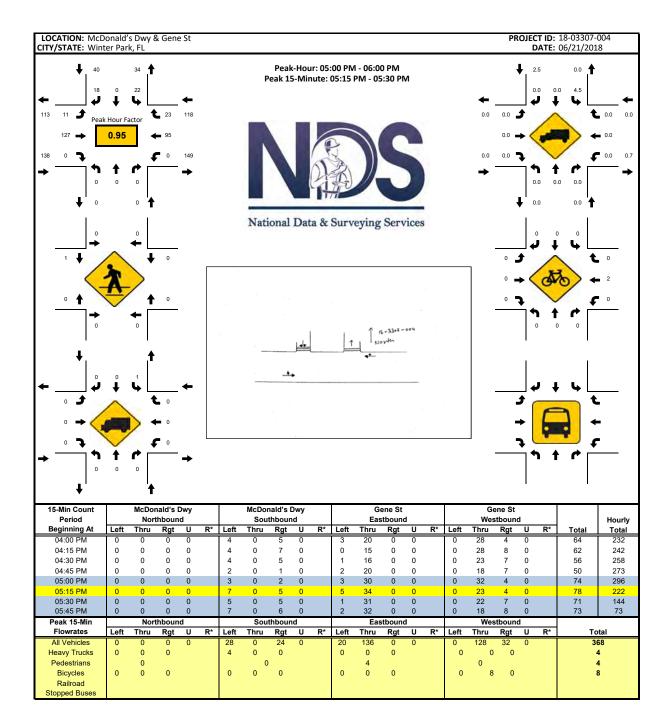












APPENDIX D FDOT's Florida Traffic Information's (FTI) Data

01111100	1(1,)000 01(11(0) 0001(11(1)))		MOCF: 0.98
WEEK	DATES	SF	PSCF
1	01/01/2017 - 01/07/2017	1.01	1.03
2	01/08/2017 - 01/14/2017	1.03	1.05
3	01/15/2017 - 01/21/2017	1.04	1.06
4	01/22/2017 - 01/28/2017	1.03	1.05
5 6	01/29/2017 - 02/04/2017	1.02	1.04
6	02/05/2017 - 02/11/2017	1.00	1.02
7	02/12/2017 - 02/18/2017	0.99	1.01
8	02/19/2017 - 02/25/2017	0.99	1.01
* 9	02/26/2017 - 03/04/2017	0.98	1.00
*10	03/05/2017 - 03/11/2017	0.98	1.00
*11	03/12/2017 - 03/18/2017	0.97	0.99
*12	03/19/2017 - 03/25/2017	0.97	0.99
*13	03/26/2017 - 04/01/2017	0.97	0.99
*14	04/02/2017 - 04/08/2017	0.97	0.99
*15	04/09/2017 - 04/15/2017	0.97	0.99
*16	04/16/2017 - 04/22/2017	0.97	0.99
*17	04/23/2017 - 04/29/2017	0.97	0.99
*18	04/30/2017 - 05/06/2017	0.98	1.00
*19	05/07/2017 - 05/13/2017	0.98	1.00
*20	05/14/2017 - 05/20/2017	0.98	1.00
*21	05/21/2017 - 05/27/2017	0.99	1.01
22	05/28/2017 - 06/03/2017	1.00	1.02
23	06/04/2017 - 06/10/2017	1.00	1.02
24	06/11/2017 - 06/17/2017	1.01	1.03
25	06/18/2017 - 06/24/2017	1.01	1.03
26	06/25/2017 - 07/01/2017	1.01	1.03
27	07/02/2017 - 07/08/2017	1.01	1.03
28	07/02/2017 - 07/15/2017	1.02	1.03
20	01/09/2011 = 01/10/2011	1.02	1.04

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* PEAK SEASON

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07/16/2017 - 07/22/2017

07/23/2017 - 07/29/2017

07/30/2017 - 08/05/201708/06/2017 - 08/12/201708/13/2017 - 08/19/2017

08/20/2017 - 08/26/2017

08/27/2017 - 09/02/2017

09/03/2017 - 09/09/2017 09/10/2017 - 09/16/2017 09/17/2017 - 09/23/2017

09/24/2017 - 09/30/2017 10/01/2017 - 10/07/2017

 $\frac{10}{08} \frac{10}{2017} - \frac{10}{10} \frac{10}{14} \frac{10}{2017} \\ \frac{10}{15} \frac{10}{2017} - \frac{10}{10} \frac{11}{2017} \\ \frac{10}{22} \frac{10}{2017} - \frac{10}{28} \frac{10}{2017} \\ \frac{10}{22} \frac{10}{2017} - \frac{10}{28} \frac{10}{2017} \\ \frac{10}{2017} \frac{10}{28} \frac{10}{2017} \\ \frac{10}{28} \frac{10}{2017} - \frac{10}{28} \frac{10}{28} \frac{10}{2017} \\ \frac{10}{28} \frac{10}{28} \frac{10}{2017} \\ \frac{10}{28} \frac{10}{$

10/29/2017 - 11/04/2017

11/05/2017 - 11/11/2017

12/03/2017 - 12/09/2017

12/10/2017 - 12/16/2017 12/17/2017 - 12/23/2017 12/24/2017 - 12/30/2017 12/31/2017 - 12/31/2017

APPENDIX E Turning Movement Volume Worksheets

Shoreview Ave & SR 426 (W Fairbanks Ave)

WEEKDAY MIDDAY PEAK HOUR		Northbound			Southbound	ł		Eastbound			Westbound	
(11:30 AM to 12:30 PM)	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Counted on 6/21/2018	22	0	26	1	0	6	31	940	42	30	1,018	16
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
Peak Season Volumes	22	0	26	1	0	6	31	949	42	30	1,028	16
Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2019 Background Growth	0	0	1	0	0	0	1	19	1	1	21	0
Project Traffic % Assignment	15%								10%			
Project Traffic Direction	Out	N/A	N/A	N/A	N/A	N/A	N/A	N/A	In	N/A	N/A	N/A
Project Traffic	21								14			
2019 Background Traffic	22	0	27	1	0	6	32	968	43	31	1,049	16
2019 Total Traffic	43	0	27	1	0	6	32	968	57	31	1,049	16
				-			-					
WEEKDAY PM PEAK HOUR		Northbound	l		Southbound	k		Eastbound			Westbound	
(4:45 PM to 5:45 PM)	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Counted on 6/21/2018	22	3	23	1	0	4	51	1,073	61	20	1,179	10
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
Peak Season Volumes	22	3	23	1	0	4	52	1,084	62	20	1,191	10
Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2019 Background Growth	0	0	0	0	0	0	1	22	1	0	24	0
Project Traffic % Assignment	15%								10%			
Project Traffic Direction	Out	N/A	N/A	N/A	N/A	N/A	N/A	N/A	In	N/A	N/A	N/A
Project Traffic	8								5			
2019 Background Traffic	22	3	23	1	0	4	53	1,106	63	20	1,215	10
2019 Total Traffic	30	3	23	1	0	4	53	1,106	68	20	1,215	10

Shoreview Ave & Gene St

WEEKDAY MIDDAY PEAK HOUR		Northbound			Southbound	ł		Eastbound			Westbound	
(12:00 PM to 1:00 PM)	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Counted on 6/21/2018	0	0	Ō	62	0	6	2	31	Ō	0	105	50
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
Peak Season Volumes	0	0	0	63	0	6	2	31	0	0	106	51
Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2019 Background Growth	0	0	0	1	0	0	0	1	0	0	2	1
Project Traffic % Assignment						15%	10%	10%			15%	
Project Traffic Direction	N/A	N/A	N/A	N/A	N/A	Out	In	In	N/A	N/A	Out	N/A
Project Traffic						21	14	14			21	
2019 Background Traffic	0	0	0	64	0	6	2	32	0	0	108	52
2019 Total Traffic	0	0	0	64	0	27	16	46	0	0	129	52
WEEKDAY PM PEAK HOUR		Northbound			Southbound	k		Eastbound			Westbound	
(4:45 PM to 5:45 PM)	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Counted on 6/21/2018	0	0	0	83	0	5	5	45	0	0	76	42
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
Peak Season Volumes	0	0	0	84	0	5	5	45	0	0	77	42
Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2019 Background Growth	0	0	0	2	0	0	0	1	0	0	2	1
Project Traffic % Assignment						15%	10%	10%			15%	
Project Traffic Direction	N/A	N/A	N/A	N/A	N/A	Out	In	In	N/A	N/A	Out	N/A
Project Traffic						8	5	5			8	
2019 Background Traffic	0	0	0	86	0	5	5	46	0	0	79	43
2019 Total Traffic	0	0	0	86	0	13	10	51	0	0	87	43

Driveway & SR 426 (W Fairbanks Ave)

WEEKDAY MIDDAY PEAK HOUR		Northbound			Southbound	ł		Eastbound			Westbound	
(11:30 AM to 12:30 PM)	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Counted on 6/21/2018	0	0	Ō	0	0	Ō	0	967	Ō	0	1,067	Ō
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
Peak Season Volumes	0	0	0	0	0	0	0	977	0	0	1,078	0
Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2019 Background Growth	0	0	0	0	0	0	0	20	0	0	22	0
Project Traffic % Assignment			35%						30%			
Project Traffic Direction	N/A	N/A	Out	N/A	N/A	N/A	N/A	N/A	In	N/A	N/A	N/A
Project Traffic			49						42			
2019 Background Traffic	0	0	0	0	0	0	0	997	0	0	1,100	0
2019 Total Traffic	0	0	49	0	0	0	0	997	42	0	1,100	0
WEEKDAY PM PEAK HOUR		Northbound			Southbound	k		Eastbound			Westbound	
(4:45 PM to 5:45 PM)	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Counted on 6/21/2018	0	0	0	0	0	0	0	1,097	0	0	1,195	0
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
Peak Season Volumes	0	0	0	0	0	0	0	1,108	0	0	1,207	0
Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2019 Background Growth	0	0	0	0	0	0	0	22	0	0	24	0
Project Traffic % Assignment			35%						30%			
Project Traffic Direction	N/A	N/A	Out	N/A	N/A	N/A	N/A	N/A	In	N/A	N/A	N/A
Project Traffic			18						16			
2019 Background Traffic	0	0	0	0	0	0	0	1,130	0	0	1,231	0
2019 Total Traffic	0	0	18	0	0	0	0	1,130	16	0	1,231	0

Driveway & Gene St

WEEKDAY MIDDAY PEAK HOUR		Northbound			Southbound	ł		Eastbound			Westbound	
(11:30 AM to 12:30 PM)	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Counted on 6/21/2018	0	0	Ō	0	0	Ō	0	93	Ō	0	155	Ō
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
Peak Season Volumes	0	0	0	0	0	0	0	94	0	0	157	0
Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2019 Background Growth	0	0	0	0	0	0	0	2	0	0	3	0
Project Traffic % Assignment				20%		15%	10%					40%
Project Traffic Direction	N/A	N/A	N/A	Out	N/A	Out	In	N/A	N/A	N/A	N/A	In
Project Traffic				28		21	14					56
2019 Background Traffic	0	0	0	0	0	0	0	96	0	0	160	0
2019 Total Traffic	0	0	0	28	0	21	14	96	0	0	160	56
							-			_		
WEEKDAY PM PEAK HOUR		Northbound			Southbound	ł		Eastbound			Westbound	
(4:45 PM to 5:45 PM)	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Counted on 6/21/2018	0	0	0	0	0	0	0	128	0	0	113	0
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
Peak Season Volumes	0	0	0	0	0	0	0	129	0	0	114	0
Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2019 Background Growth	0	0	0	0	0	0	0	3	0	0	2	0
Project Traffic % Assignment				20%		15%	10%					40%
Project Traffic Direction	N/A	N/A	N/A	Out	N/A	Out	In	N/A	N/A	N/A	N/A	In
Project Traffic				10		8	5					21
2019 Background Traffic	0	0	0	0	0	0	0	132	0	0	116	0
2019 Total Traffic	0	0	0	10	0	8	5	132	0	0	116	21

Driveway & Shoreview Ave

WEEKDAY MIDDAY PEAK HOUR		Northbound			Southbound	k		Eastbound			Westbound	
(11:30 AM to 12:30 PM)	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Counted on 6/21/2018	0	52	Ō	0	72	Ō	0	0	Ō	0	0	Ō
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
Peak Season Volumes	0	53	0	0	73	0	0	0	0	0	0	0
Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2019 Background Growth	0	1	0	0	1	0	0	0	0	0	0	0
Project Traffic % Assignment			10%	10%						15%		15%
Project Traffic Direction	N/A	N/A	In	In	N/A	N/A	N/A	N/A	N/A	Out	N/A	Out
Project Traffic			14	14						21		21
2019 Background Traffic	0	54	0	0	74	0	0	0	0	0	0	0
2019 Total Traffic	0	54	14	14	74	0	0	0	0	21	0	21
WEEKDAY PM PEAK HOUR		Northbound			Southbound	k		Eastbound			Westbound	
(4:45 PM to 5:45 PM)	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Counted on 6/21/2018	0	47	0	0	81	0	0	0	0	0	0	0
Peak Season Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
Peak Season Volumes	0	47	0	0	82	0	0	0	0	0	0	0
Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2019 Background Growth	0	1	0	0	2	0	0	0	0	0	0	0
Project Traffic % Assignment			10%	10%						15%		15%
Project Traffic Direction	N/A	N/A	In	In	N/A	N/A	N/A	N/A	N/A	Out	N/A	Out
Project Traffic			5	5						8		8
2019 Background Traffic	0	48	0	0	84	0	0	0	0	0	0	0
2019 Total Traffic	0	48	5	5	84	0	0	0	0	8	0	8

APPENDIX F Synchro Outputs

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Intersection													
Int Delay, s/veh	0.9												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	٦	∱ }		٦	∱ }			4			4		
Traffic Vol, veh/h	31	949	42	30	1028	16	22	0	26	1	0	6	
Future Vol, veh/h	31	949	42	30	1028	16	22	0	26	1	0	6	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	275	-	-	275	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	34	1032	46	33	1117	17	24	0	28	1	0	7	
Major/Minor	Major1			Major2			Minor1			Minor2			

Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	1135	0	0	1077	0	0	1746	2322	539	1774	2336	567	
Stage 1	-	-	-	-	-	-	1122	1122	-	1191	1191	-	
Stage 2	-	-	-	-	-	-	624	1200	-	583	1145	-	
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94	
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32	
Pot Cap-1 Maneuver	611	-	-	643	-	-	55	37	487	52	36	467	
Stage 1	-	-	-	-	-	-	219	279	-	199	259	-	
Stage 2	-	-	-	-	-	-	440	256	-	465	272	-	
Platoon blocked, %		-	-		-	-							
Mov Cap-1 Maneuver	611	-	-	643	-	-	50	33	487	45	32	467	
Mov Cap-2 Maneuver	-	-	-	-	-	-	143	121	-	133	122	-	
Stage 1	-	-	-	-	-	-	207	263	-	188	246	-	
Stage 2	-	-	-	-	-	-	412	243	-	414	257	-	
Approach	EB			WB			NB			SB			
HCM Control Delay, s	0.3			0.3			25			15.7			
HCM LOS							D			С			

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	232	611	-	-	643	-	-	344
HCM Lane V/C Ratio	0.225	0.055	-	-	0.051	-	-	0.022
HCM Control Delay (s)	25	11.2	-	-	10.9	-	-	15.7
HCM Lane LOS	D	В	-	-	В	-	-	С
HCM 95th %tile Q(veh)	0.8	0.2	-	-	0.2	-	-	0.1

Intersection						
Int Delay, s/veh	2.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		<u>्</u> ष	1		<u>→</u>	501
Traffic Vol, veh/h	2	31	106	51	63	6
Future Vol, veh/h	2	31	100	51	63	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length		-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %		0	0		0	
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mymt Flow	2	34	115	55	68	7
	2	5-1	115		00	,
MainelMiner	Maland		Malano		Maria	
Major/Minor	Major1		Major2		Minor2	4.46
Conflicting Flow All	171	0	-	0	181	143
Stage 1	-	-	-	-	143	-
Stage 2	-	-	-	-	38	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1		-	-	-	5.42	
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1406	-	-	-	808	905
Stage 1		-	-	-	884	
Stage 2	-	-	-	-	984	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1406	-	-	-	807	905
Mov Cap-2 Maneuver		-	-	-	807	-
Stage 1	-	-	-	-	884	-
Stage 2		-	-	-	983	-
Approach	EB		WB		SB	
HCM Control Delay, s	0.5		0		<u>9.9</u>	
	0.5		U			
HCM LOS					А	
Minor Lane/Major Mvmt		EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)		1406	-	-	-	815
HCM Lane V/C Ratio		0.002	-	-	-	0.092
HCM Control Delay (s)		7.6	0	-	-	9.9
HCM Lane LOS		A	A	-	-	А
HCM 95th %tile Q(veh)		0	-	-	-	0.3
		5				0.0

Intersection													
Int Delay, s/veh	1.1												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	٦	∱1 ≽		٦	∱ }			4			4		
Traffic Vol, veh/h	52	1084	62	20	1191	10	22	3	23	1	0	4	
Future Vol, veh/h	52	1084	62	20	1191	10	22	3	23	1	0	4	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	275	-	-	275	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	57	1178	67	22	1295	11	24	3	25	1	0	4	

Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	1305	0	0	1246	0	0	2016	2674	623	2047	2702	653	
Stage 1	-	-	-	-	-	-	1325	1325	-	1343	1343	-	
Stage 2	-	-	-	-	-	-	691	1349	-	704	1359	-	
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94	
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32	
Pot Cap-1 Maneuver	526	-	-	554	-	-	34	22	429	33	21	410	
Stage 1	-	-	-	-	-	-	164	223	-	160	219	-	
Stage 2	-	-	-	-	-	-	401	217	-	394	215	-	
Platoon blocked, %		-	-		-	-							
Mov Cap-1 Maneuver	526	-	-	554	-	-	30	19	429	27	18	410	
Mov Cap-2 Maneuver	-	-	-	-	-	-	103	87	-	99	94	-	
Stage 1	-	-	-	-	-	-	146	199	-	143	210	-	
Stage 2	-	-	-	-	-	-	381	208	-	325	192	-	
Approach	EB			WB			NB			SB			
HCM Control Delay, s	0.5			0.2			38.3			19.6			
HCM LOS							E			С			

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	
Capacity (veh/h)	159	526	-	-	554	-	-	252	
HCM Lane V/C Ratio	0.328	0.107	-	-	0.039	-	-	0.022	
HCM Control Delay (s)	38.3	12.7	-	-	11.8	-	-	19.6	
HCM Lane LOS	E	В	-	-	В	-	-	С	
HCM 95th %tile Q(veh)	1.3	0.4	-	-	0.1	-	-	0.1	

Intersection						
Int Delay, s/veh	3.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		<u>्र</u>	1	, DR	Y	ODI
Traffic Vol, veh/h	5	45	77	42	84	5
Future Vol, veh/h	5	45	77	42	84	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	Ũ	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mymt Flow	5	49	84	46	91	5
	5		01	10	, 1	
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	129	0		0	167	107
Stage 1	129	-	-	-	167	107
	-				60	-
Stage 2 Critical Hdwy	4.12	-	-	-	60 6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1457	-	-	-	823	947
Stage 1	-	-	-	-	917	-
Stage 2	-	-	-	-	963	-
Platoon blocked, %	1457	-	-	-	000	047
Mov Cap-1 Maneuver	1457	-	-	-	820	947
Mov Cap-2 Maneuver	-	-	-	-	820	-
Stage 1	-	-	-	-	917	-
Stage 2	-	-	-	-	959	-
Approach	EB		WB		SB	
HCM Control Delay, s	0.7		0		9.9	
HCM LOS					А	
Minor Lane/Major Mvmt		EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)		1457	-	-	-	826
HCM Lane V/C Ratio		0.004	-	-	-	0.117
HCM Control Delay (s)		7.5	0	-	-	9.9
HCM Lane LOS		7.5 A	A	-	-	,,, А
HCM 95th %tile Q(veh)		0	-	-	-	0.4
		0		-	-	0.4

Intersection													
Int Delay, s/veh	0.9												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	٦	A⊅		٦	∱ }			4			4		
Traffic Vol, veh/h	32	968	43	31	1049	16	22	0	27	1	0	6	
Future Vol, veh/h	32	968	43	31	1049	16	22	0	27	1	0	6	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	275	-	-	275	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	35	1052	47	34	1140	17	24	0	29	1	0	7	

Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	1158	0	0	1099	0	0	1783	2370	549	1812	2384	579	
Stage 1	-	-	-	-	-	-	1145	1145	-	1216	1216	-	
Stage 2	-	-	-	-	-	-	638	1225	-	596	1168	-	
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94	
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32	
Pot Cap-1 Maneuver	599	-	-	631	-	-	52	34	480	49	34	458	
Stage 1	-	-	-	-	-	-	212	272	-	192	252	-	
Stage 2	-	-	-	-	-	-	431	249	-	457	266	-	
Platoon blocked, %		-	-		-	-							
Mov Cap-1 Maneuver	599	-	-	631	-	-	47	30	480	42	30	458	
Mov Cap-2 Maneuver	-	-	-	-	-	-	137	116	-	127	117	-	
Stage 1	-	-	-	-	-	-	200	256	-	181	238	-	
Stage 2	-	-	-	-	-	-	402	236	-	404	250	-	
Approach	EB			WB			NB			SB			
HCM Control Delay, s	0.3			0.3			25.8			16			
HCM LOS							D			С			

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	226	599	-	-	631	-	-	334
HCM Lane V/C Ratio	0.236	0.058	-	-	0.053	-	-	0.023
HCM Control Delay (s)	25.8	11.4	-	-	11	-	-	16
HCM Lane LOS	D	В	-	-	В	-	-	С
HCM 95th %tile Q(veh)	0.9	0.2	-	-	0.2	-	-	0.1

Intersection						
Int Delay, s/veh	2.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	LDL	4	••••• •		<u>→</u>	301
Traffic Vol, veh/h	2	32	108	52	64	6
Future Vol, veh/h	2	32	108	52	64	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-		-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %		0	0		0	
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	35	117	57	70	7
	2		117	51	10	,
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	174	0	-	0	185	146
Stage 1	-	-	-	-	146	-
Stage 2	-	-	-	-	39	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1403	-	-	-	804	901
Stage 1	-	-	-	-	881	-
Stage 2	-	-	-	-	983	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1403	-	-	-	803	901
Mov Cap-2 Maneuver	-	-	-	-	803	-
Stage 1	-	-	-	-	881	-
Stage 2	-	-	-	-	982	-
Approach	ED.				CD	
Approach	EB		WB		SB	
HCM Control Delay, s	0.4		0		9.9	
HCM LOS					А	
Minor Lane/Major Mvmt		EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)		1403	-	-	-	811
HCM Lane V/C Ratio		0.002	-	-	-	0.094
HCM Control Delay (s)		7.6	0	-	-	9.9
HCM Lane LOS		A	Â	-	-	A
HCM 95th %tile Q(veh)		0	-	-	-	0.3
		0				0.0

1.2												
EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
٦.	∱ }		۲.	At≽			4			4		
53	1106	63	20	1215	10	22	3	23	1	0	4	
53	1106	63	20	1215	10	22	3	23	1	0	4	
0	0	0	0	0	0	0	0	0	0	0	0	
Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
-	-	None	-	-	None	-	-	None	-	-	None	
275	-	-	275	-	-	-	-	-	-	-	-	
-	0	-	-	0	-	-	1	-	-	1	-	
-	0	-	-	0	-	-	0	-	-	0	-	
92	92	92	92	92	92	92	92	92	92	92	92	
2	2	2	2	2	2	2	2	2	2	2	2	
58	1202	68	22	1321	11	24	3	25	1	0	4	
	EBL 53 53 0 Free 275 - 275 - 92 2	EBL EBT ↑ ↑ 53 1106 53 1106 0 0 Free Free 275 - - 0 92 92 2 2	EBL EBT EBR \$\begin{tabular}{l} & \begin{tabular}{l} & \ begin{tabular}{l} & \	EBL EBT EBR WBL * * * * 53 1106 63 20 53 1106 63 20 53 1106 63 20 0 0 0 0 Free Free Free Free - - - - 275 - - 275 - 0 - - 92 92 92 92 2 2 2 2	EBL EBT EBR WBL WBT ↑ ↑ ↑ ↑ ↑ 53 1106 63 20 1215 53 1106 63 20 1215 53 1106 63 20 1215 0 0 0 0 0 Free Free Free Free Free Free Free Free 275 - - - 275 - - 0 - 0 0 - 0 0 - 92 92 92 92 92 92 2 2 2 2 2 2	EBL EBT EBR WBL WBT WBR 1 1 1 1 1 1 1 53 1106 63 20 1215 10 53 1106 63 20 1215 10 53 1106 63 20 1215 10 0 0 0 0 0 0 0 0 0 0 0 0 Free Free Free Free Free Free 275 - - 275 - - 20 - - 0 - - 92 92 92 92 92 92 92 2 2 2 2 2 2 2 2	EBL EBT EBR WBL WBT WBR NBL ↑ ↑ ↑ ↑ ↑ ↑ ↑ 53 1106 63 20 1215 10 22 53 1106 63 20 1215 10 22 03 100 63 20 1215 10 22 0 0 0 0 0 0 22 0 0 0 0 0 0 0 22 0 0 0 0 0 0 0 0 Free Free Free Free Free Stop - 275 - - 275 - - - - 20 - 275 - 0 - - - 92 92 92 92 92 92 92 2 2 2	EBL EBT EBR WBL WBT WBR NBL NBT ↑ ↑ ↑ ↑ ↑ ↑ ↓ 53 1106 63 20 1215 10 22 3 53 1106 63 20 1215 10 22 3 0 0 0 0 0 0 22 3 0 0 0 0 0 0 22 3 0 0 0 0 0 0 0 0 Free Free Free Free Free Stop Stop 0 - 275 - - - - - 10 - 275 - 0 - - 0 - 0 - - 0 - - 0 92 92 92 92 92	EBL EBT EBR WBL WBT WBR NBL NBT NBR ^ , ,	EBL EBR WBL WBT WBR NBL NBT NBR SBL \$\begin{tabular}{l}{l} & \begin{tabular}{l}{l} & \begin{tabular}{l} & \begin{tabular}{l} & \begin{tabular}{l} &	EBLEBTEBRWBLWBTWBRNBLNBTNBRSBLSBT \uparrow \uparrow \uparrow \uparrow \uparrow \uparrow \bullet \bullet \bullet \bullet 53110663201215102232310531106632012151022323100000000000000000000000FreeFreeFreeFreeStopStopStopStopStopNone-None-None275-27500-0-0-11-0-0-0-0-0092929292929292929292922222222222222	EBLEBREBRWBLWBTWBRNBLNBTNBRSBLSBTSBR \uparrow \uparrow \uparrow \uparrow \uparrow \bullet \bullet \bullet \bullet \bullet \bullet 531106632012151022323104531106632012151022323104000000000000FreeFreeFreeFreeStopStopStopStopStopStopFreeFreeFreeFreeStopStopStopStopNoneNoneNoneNone275SNone2751None2751None-0000-000-929292929292929292222222222222222

Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	1332	0	0	1271	0	0	2056	2727	635	2088	2756	666	
Stage 1	-	-	-	-	-	-	1352	1352	-	1370	1370	-	
Stage 2	-	-	-	-	-	-	704	1375	-	718	1386	-	
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94	
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32	
Pot Cap-1 Maneuver	514	-	-	542	-	-	32	20	421	30	19	402	
Stage 1	-	-	-	-	-	-	158	217	-	154	212	-	
Stage 2	-	-	-	-	-	-	394	211	-	386	209	-	
Platoon blocked, %		-	-		-	-							
Mov Cap-1 Maneuver	514	-	-	542	-	-	28	17	421	24	16	402	
Mov Cap-2 Maneuver	-	-	-	-	-	-	99	83	-	95	90	-	
Stage 1	-	-	-	-	-	-	140	193	-	137	203	-	
Stage 2	-	-	-	-	-	-	374	202	-	317	185	-	
Approach	EB			WB			NB			SB			
HCM Control Delay, s	0.6			0.2			40.2			20.1			
HCM LOS							E			С			

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	
Capacity (veh/h)	153	514	-	-	542	-	-	244	
HCM Lane V/C Ratio	0.341	0.112	-	-	0.04	-	-	0.022	
HCM Control Delay (s)	40.2	12.9	-	-	11.9	-	-	20.1	
HCM Lane LOS	E	В	-	-	В	-	-	С	
HCM 95th %tile Q(veh)	1.4	0.4	-	-	0.1	-	-	0.1	

Intersection						
Int Delay, s/veh	3.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	LDL	<u>्र</u>	1		Y	501
Traffic Vol, veh/h	5	4 6	79	43	86	5
Future Vol, veh/h	5	46	79	43	86	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	Ũ	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	50	86	47	93	5
	Ū					
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	133	0	1012	0	170	109
Stage 1	-	-	-	-	10	109
Stage 2	-	-	-	-	61	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	4.1Z	-	-	-	0.42 5.42	0.22
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1452		-		820	945
Stage 1	1452		-		916	74J
Stage 2		-	-	-	910	-
Platoon blocked, %			-		702	-
Mov Cap-1 Maneuver	1452	-	-	-	817	945
Mov Cap-2 Maneuver	- 1452		-		817	74J -
Stage 1		_	-		916	_
Stage 2		-	-		910	-
Staye 2		-	-		750	
Approach	EB		WB		SB	
Approach	<u>EB</u> 0.7		0		<u>58</u> 10	
HCM Control Delay, s HCM LOS	0.7		U		B	
					D	
Minor Long/Major Muret		EDI	ГРТ			CDI n1
Minor Lane/Major Mvmt		EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)		1452	-	-	-	823
HCM Lane V/C Ratio		0.004	-	-	-	0.12
HCM Control Delay (s)		7.5	0	-	-	10
HCM Lane LOS		A	А	-	-	В
HCM 95th %tile Q(veh)		0	-	-	-	0.4

Intersection													
Int Delay, s/veh	1.5												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	٦	A⊅		٦.	∱ }			4			\$		
Traffic Vol, veh/h	32	968	57	31	1049	16	43	0	27	1	0	6	
Future Vol, veh/h	32	968	57	31	1049	16	43	0	27	1	0	6	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	275	-	-	275	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	35	1052	62	34	1140	17	47	0	29	1	0	7	
Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	1158	0	0	1114	0	0	1791	2378	557	1812	2400	579	
Stage 1	-	-	-	-	-	-	1153	1153	-	1216	1216	-	
Stage 2	-	-	-	-	-	-	638	1225	-	596	1184	-	
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94	
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32	
Pot Cap-1 Maneuver	599	-	-	623	-	-	51	34	474	49	33	458	
Stage 1	-	-	-	-	-	-	210	270	-	192	252	-	
Stage 2	-	-	-	-	-	-	431	249	-	457	261	-	
Platoon blocked, %		-	-		-	-							
May 0 1 Management	500			(00				0.0	171	40	00	450	

Mov Cap-1 Maneuver	599	-	-	623	-	-	~ 46	30	474	42	29	458	
Mov Cap-2 Maneuver	-	-	-	-	-	-	136	116	-	127	116	-	
Stage 1	-	-	-	-	-	-	198	254	-	181	238	-	
Stage 2	-	-	-	-	-	-	402	235	-	404	246	-	
Approach	EB			WB			NB			SB			
HCM Control Delay, s	0.3			0.3			36.6			16			
HCM LOS							E			С			
Minor Lane/Major Mvmt		NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)		188	599	-	-	623	-	-	334				
HCM Lane V/C Ratio		0.405	0.058	-	-	0.054	-	-	0.023				
HCM Control Delay (s)		36.6	11.4	-	-	11.1	-	-	16				

В

0.2

-

_

-

-

С

0.1

Notes

HCM Lane LOS

HCM 95th %tile Q(veh)

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

В

0.2

Е

1.8

Intersection						
Int Delay, s/veh	3.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		<u>्र</u>	1		Y	UDIN
Traffic Vol, veh/h	16	46	129	52	64	27
Future Vol, veh/h	16	46	129	52	64	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mymt Flow	17	50	140	57	70	29
	.,			07	.0	27
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	197	0		0	253	168
Stage 1	- 197	-	-	-	168	- 100
Stage 2	-	-	-	-	85	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	4.1Z	-	-	-	5.42	0.22
Critical Hdwy Stg 2	-		-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1376	-		-	736	876
Stage 1	-	-	-	-	862	
Stage 2			-	-	938	-
Platoon blocked, %	-	-		-	730	-
Mov Cap-1 Maneuver	1376	-	-	-	726	876
Mov Cap-2 Maneuver	-	-		-	726	- 070
Stage 1	-	-	-	-	862	-
Stage 2	-	-	-	-	926	-
Slaye 2	-	-	-	-	720	-
Approach	- E D		MD		CD	
Approach	EB		WB		SB 10.4	
HCM Control Delay, s	2		0		10.4	
HCM LOS					В	
Minor Lane/Major Mvmt		EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)		1376	-	-	-	765
HCM Lane V/C Ratio		0.013	-	-	-	0.129
HCM Control Delay (s)		7.7	0	-	-	10.4
HCM Lane LOS		А	А	-	-	В
HCM 95th %tile Q(veh)		0	-	-	-	0.4

Intersection						
Int Delay, s/veh	0.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	101 101	LDI	VUL	**B1	NDL	
Traffic Vol, veh/h	T P 997	42	0	TT 1100	0	49
Future Vol, veh/h	997	42	0	1100	0	49
Conflicting Peds, #/hr	0	42	0	0	0	49
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	Stop -	None
Storage Length	-	NULLE -	-	NULLE -		0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
	92			92		
Heavy Vehicles, %		2	2		2	2
Mvmt Flow	1084	46	0	1196	0	53
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0		-	-	565
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-				-	6.94
Critical Hdwy Stg 1	-				-	- 0.74
Critical Hdwy Stg 2	-				-	
Follow-up Hdwy			-		-	3.32
Pot Cap-1 Maneuver			0		0	468
Stage 1	-	-	0	-	0	400
Stage 2	-	-	0	-	0	-
Platoon blocked, %		-	U	-	0	-
Mov Cap-1 Maneuver	-	-	-	-		468
		-	-	-	-	
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0		13.7	
HCM LOS	U		U		B	
					U	
Minor Lane/Major Mvmt		NBLn1	EBT	EBR	WBT	
Capacity (veh/h)		468	-	-	-	
HCM Lane V/C Ratio		0.114	-	-	-	
HCM Control Delay (s)		13.7	-	-	-	
HCM Lane LOS		В	-	-	-	
HCM 95th %tile Q(veh)		0.4	-	-	-	

1.7					
EBL	EBT	WBT	WBR	SBL	SBR
	ا	el e		Y	
14	96	160	56	28	21
14	96	160	56	28	21
0	0	0	0	0	0
Free	Free	Free	Free	Stop	Stop
-	None	-	None	-	None
-	-	-	-	0	-
-	0	0	-	0	-
-	0	0	-	0	-
92	92	92	92	92	92
2	2	2	2	2	2
15	104	174	61	30	23
Major1		Major2		Minor2	
235	0	-	0	339	204
-	-	-	-	204	-
-	-	-	-	135	-
4.12	-	-	-	6.42	6.22
-	-	-	-	5.42	-
-	-	-	-	5.42	-
2.218	-	-	-	3.518	3.318
1332	-	-	-	657	837
	-		-	830	
-	-	-	-	891	-
	-	-	-		
1332	-	-	-	649	837
-	-		-	649	
-	-	-	-	830	-
	-		-	880	
EB		WB		SB	
1		0		10.4	
		0		10.4	
	EBL 14 14 0 Free - - - 92 2 15 Major1 235 - - 4.12 - - 2.218 1332 - 1332 - 1332 - - 1332 - - - - - - - - - - - - -	EBL EBT 14 96 14 96 14 96 0 0 Free Free - 0 - 0 - 0 92 92 2 2 15 104 Major1 - 235 0 - - 4.12 - - - 235 0 - - 1332 - - - 1332 - - - 1332 - - - - - - - - - - - - - - - - - - - - - <tr td=""> - -<</tr>	EBL EBT WBT 14 96 160 14 96 160 14 96 160 0 0 0 Free Free Free - 0 0 - 0 0 - 0 0 - 0 0 92 92 92 22 2 2 15 104 174 Major1 Major2 2 235 0	EBL EBT WBT WBR 14 96 160 56 14 96 160 56 14 96 160 56 0 0 0 0 Free Free Free Free None 0 0 - 0 0 0 - - 0 0 - - 0 0 - - 0 0 - 92 92 92 92 22 2 2 2 15 104 174 61 Major1 Major2 - - 235 0 - 0 - - - - 4.12 - - - - - - - 1332 - - - - - - <td< td=""><td>EBL EBT WBT WBR SBL 4 160 56 28 14 96 160 56 28 14 96 160 56 28 0 0 0 0 0 Free Free Free Stop - - - 0 0 - - - 0 0 - 0 0 - 0 - 0 0 - 0 - 0 0 - 0 92 92 92 92 92 2 2 2 2 2 15 104 174 61 30 92 92 92 92 92 235 0 - 0 339 - - 135 30 339 - - - 54</td></td<>	EBL EBT WBT WBR SBL 4 160 56 28 14 96 160 56 28 14 96 160 56 28 0 0 0 0 0 Free Free Free Stop - - - 0 0 - - - 0 0 - 0 0 - 0 - 0 0 - 0 - 0 0 - 0 92 92 92 92 92 2 2 2 2 2 15 104 174 61 30 92 92 92 92 92 235 0 - 0 339 - - 135 30 339 - - - 54

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1332	-	-	-	718
HCM Lane V/C Ratio	0.011	-	-	-	0.074
HCM Control Delay (s)	7.7	0	-	-	10.4
HCM Lane LOS	А	А	-	-	В
HCM 95th %tile Q(veh)	0	-	-	-	0.2

Intersection						
Int Delay, s/veh	2.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y	WDI	1	NDN	JDL	<u>الاد</u>
Traffic Vol, veh/h	21	21	54	14	14	74
Future Vol, veh/h	21	21	54	14	14	74
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	23	59	15	15	80
Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	177	66	0	0	74	0
Stage 1	66	-	-	-	-	-
Stage 2	111	-	-			
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	813	998	-	-	1526	-
Stage 1	957	-	-	-		-
Stage 2	914	-	-	-	-	-
Platoon blocked, %	,.,		-	-		-
Mov Cap-1 Maneuver	805	998	-	-	1526	-
Mov Cap-2 Maneuver	805	-	-	-		-
Stage 1	957	-	-	-		-
Stage 2	905	-	-	-	-	-
olugo 2	, 00					
Approach	WB		NB		SB	
Approach	9.3				<u>58</u> 1.2	
HCM Control Delay, s HCM LOS			0		1.2	
HUWI LUS	А					
NATE on the second Andrew NAtions to		NIDT	NIDD		CDI	ODT

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT	
Capacity (veh/h)	-	-	891	1526	-	
HCM Lane V/C Ratio	-	-	0.051	0.01	-	
HCM Control Delay (s)	-	-	9.3	7.4	0	
HCM Lane LOS	-	-	А	А	А	
HCM 95th %tile Q(veh)	-	-	0.2	0	-	

Intersection													
Int Delay, s/veh	1.5												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations	۲.	A⊅		٦.	At≽			4			4		
Traffic Vol, veh/h	53	1106	68	20	1215	10	30	3	23	1	0	4	
Future Vol, veh/h	53	1106	68	20	1215	10	30	3	23	1	0	4	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
RT Channelized	-	-	None										
Storage Length	275	-	-	275	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	58	1202	74	22	1321	11	33	3	25	1	0	4	

Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	1332	0	0	1276	0	0	2058	2729	638	2088	2761	666	
Stage 1	-	-	-	-	-	-	1354	1354	-	1370	1370	-	
Stage 2	-	-	-	-	-	-	704	1375	-	718	1391	-	
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94	
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-	
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32	
Pot Cap-1 Maneuver	514	-	-	540	-	-	~ 32	20	419	30	19	402	
Stage 1	-	-	-	-	-	-	158	216	-	154	212	-	
Stage 2	-	-	-	-	-	-	394	211	-	386	207	-	
Platoon blocked, %		-	-		-	-							
Mov Cap-1 Maneuver	514	-	-	540	-	-	~ 28	17	419	24	16	402	
Mov Cap-2 Maneuver	-	-	-	-	-	-	99	83	-	95	89	-	
Stage 1	-	-	-	-	-	-	140	192	-	137	203	-	
Stage 2	-	-	-	-	-	-	374	202	-	317	184	-	
Approach	EB			WB			NB			SB			
HCM Control Delay, s	0.6			0.2			48.1			20.1			
HCM LOS							E			С			
Minor Lane/Major Mvmt		NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	
Capacity (veh/h)	142	514	-	-	540	-	-	244	
HCM Lane V/C Ratio	0.429	0.112	-	-	0.04	-	-	0.022	
HCM Control Delay (s)	48.1	12.9	-	-	11.9	-	-	20.1	
HCM Lane LOS	E	В	-	-	В	-	-	С	
HCM 95th %tile Q(veh)	1.9	0.4	-	-	0.1	-	-	0.1	
Notes									

-: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection						
Int Delay, s/veh	3.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	LDL	<u>د الما</u>		WDI	<u> </u>	JUN
Traffic Vol, veh/h	10	51	87	43	86	13
Future Vol, veh/h	10	51	87	43	86	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	55	95	47	93	14
Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	141	0	101aj012	0	195	118
Stage 1	- 141	-	-	-	195	-
Stage 2			-	-	77	
Critical Hdwy	4.12		_	-	6.42	6.22
Critical Hdwy Stg 1	-	-			5.42	
Critical Hdwy Stg 2	-	-		-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1442	-	-	-	794	934
Stage 1	-	-	-	-	907	-
Stage 2	-	-	-	-	946	-
Platoon blocked, %		-	-	-	,.0	
Mov Cap-1 Maneuver	1442	-	-	-	788	934
Mov Cap-2 Maneuver	-	-	-	-	788	-
Stage 1	-	-	-	-	907	-
Stage 2	-		-	-	938	-
Approach	EB		WB		SB	
HCM Control Delay, s	1.2		0		10.2	
HCM LOS					B	
Minor Lane/Major Mvmt		EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)		1442	LDI -	VVDI	WDR	805
HCM Lane V/C Ratio		0.008	-	-	-	0.134
HCM Lane V/C Ratio		0.008	0	-	-	0.134
HCM Control Delay (S) HCM Lane LOS		7.5 A	A	-	-	10.2 B
HCM 25th %tile Q(veh)		0	A	-	-	0.5
		U	-	-	-	0.0

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	101 101	LDI	WDL	**B1	NDL	
Traffic Vol, veh/h	1130	16	0	1231	0	18
Future Vol, veh/h	1130	16	0	1231	0	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free		
					Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1228	17	0	1338	0	20
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0			-	623
Stage 1	0	-	_	_	-	020
Stage 2	-		-			-
Critical Hdwy	-	-	-		-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	0.94
Critical Hdwy Stg 2	-	-		-		
	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	-	0	-	0	429
Stage 1	-	-	0	-	0	-
Stage 2	-	-	0	-	0	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	-	-	-	429
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		NB	
Approach						
HCM Control Delay, s	0		0		13.8	
HCM LOS					В	
Minor Lane/Major Mvmt		NBLn1	EBT	EBR	WBT	
Capacity (veh/h)		429	-	-	-	
HCM Lane V/C Ratio		0.046	-		-	
HCM Control Delay (s)		13.8	-	-	-	
HCM Lane LOS		13.0 B	-			
HCM 25th %tile Q(veh)		о.1	-	-	-	
		0.1	-	-	-	

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	LUL	<u>्र</u>	1	WDIX	Ý	JDIX
Traffic Vol, veh/h	5	132	116	21	10	8
Future Vol, veh/h	5	132	116	21	10	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %		0	0		0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mymt Flow	5	143	126	23	11	9
	J	113	120	23		
Major/Minor	Molor1		Majora		Minor?	
Major/Minor	Major1		Major2		Minor2	100
Conflicting Flow All	149	0	-	0	292	138
Stage 1	-	-	-	-	138	-
Stage 2	-	-	-	-	154	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1432	-	-	-	699	910
Stage 1	-	-	-	-	889	-
Stage 2	-	-	-	-	874	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1432	-	-	-	696	910
Mov Cap-2 Maneuver	-	-	-	-	696	-
Stage 1	-	-	-	-	889	-
Stage 2	-	-	-	-	871	-
Approach	EB		WB		SB	
HCM Control Delay, s	0.3		0		9.8	
HCM LOS	0.5		0		7.0 A	
					~	
Minor Long/Maine Munt		EDI	EDT	WDT		CDI =1
Minor Lane/Major Mvmt		EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)		1432	-	-	-	777
HCM Lane V/C Ratio		0.004	-	-	-	0.025
HCM Control Delay (s)		7.5	0	-	-	9.8
HCM Lane LOS		A	А	-	-	А
HCM 95th %tile Q(veh)		0	-	_	_	0.1

Intersection						
Int Delay, s/veh	1.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		4			્ ય
Traffic Vol, veh/h	8	8	48	5	5	84
Future Vol, veh/h	8	8	48	5	5	84
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-			-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0			0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	9	52	5	5	91
			02	U	Ŭ	
N A = 1 = = /N A1 = = = =	Marcat		Malant		Malano	
Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	157	55	0	0	58	0
Stage 1	55	-	-	-	-	-
Stage 2	102	-	-			-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	834	1012	-	-	1546	-
Stage 1	968	-	-	-	-	-
Stage 2	922	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	831	1012	-	-	1546	-
Mov Cap-2 Maneuver	831	-	-	-	-	-
Stage 1	968	-	-	-		-
Stage 2	919	-	-	-	-	-
Approach	WB		NB		SB	
HCM Control Delay, s	9		0		0.4	
HCM LOS	Á		0		0.1	
	~					
		NBT	NBR	WBLn1	SBL	SBT
Minor Lane/Major Mvmt						

winor Lane/wajor wwmt	INR I	NBK	VVBLIIT	SBL	SBT	
Capacity (veh/h)	-	-	913	1546	-	
HCM Lane V/C Ratio	-	-	0.019	0.004	-	
HCM Control Delay (s)	-	-	9	7.3	0	
HCM Lane LOS	-	-	А	А	A	
HCM 95th %tile Q(veh)	-	-	0.1	0	-	

Scity commission agenda item

item type Public H	earings	meeting date 2/25/2019
prepared by Public	Works	approved by City Attorney
board approval	final vote	
strategic objective	Exceptional Quality	of Life, Public Health and Safety

subject

Ordinance - Orange County Fertilizer (1)

motion / recommendation

Approve adoption of fertilizer ordinance.

background

Orange County adopted their fertilizer ordinance in 2009 which regulates the application of fertilizers in both residential and commercial areas. The ordinance aims to decrease the runoff of nutrients from fertilizers applied to these areas from entering natural waterways. Currently, our NPDES permit requires the City to adopt an ordinance which regulates fertilizer application in an effort to increase the health in our lakes and reduce nutrient loads. The ordinance is enforceable in Orange County by Orange County staff; however, the ordinance cannot be enforced by City staff. Adopting this ordinance will allow City staff the ability to enforce this ordinance and regulate the application of fertilizers in the City.

alternatives / other considerations

Not approve.

fiscal impact

None

ATTACHMENTS:

Description Ordinance

Exhibit A

Upload Date 2/18/2019

2/18/2019

Type Cover Memo Cover Memo

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA; ADDING A NEW SECTION 58-368 GOVERNING FERTILIZER USE WITHIN THE CITY; ADOPTING THE ORANGE COUNTY REGULATIONS PERTAINING TO FERTILIZER USE AND AUTHORIZING COUNTY AND CITY ENFORCEMENT THEREOF WITHIN THE CITY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Winter Park City Code currently contains no comprehensive regulations pertaining to fertilizer use within the City; and

WHEREAS, the City finds that it is in the best interests of the health, safety, and welfare of the residents of Winter Park and the general public that the City adopt and authorize enforcement of the fertilizer regulations contained within the Orange County Code, Chapter 15, Article XVII, within the boundaries of the City; and

WHEREAS, a copy of the Orange County Code, Chapter 15, Article XVII is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. <u>Recitals</u>. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. <u>City Code Amendment</u>. Chapter 58, Article V, Division 11 of the City Code is hereby amended to add a new Section 58-368 thereof, as follows:

Sec. 58-368. – Fertilizer Regulations. Chapter 15, Article XVII of the Orange County Code governing fertilizer use shall apply within the boundaries of the City. Orange County and relevant personnel and agents thereof shall have the authority to enforce and administer Chapter 15, Article XVII of the Orange County Code within the boundaries of the City. The City and relevant personnel and agents thereof shall have the authority to enforce and administer Chapter 15, Article XVII of the Orange County Code within the boundaries of the City. The City and relevant personnel and agents thereof shall have the authority to enforce and administer Chapter 15, Article XVII of the Orange County Code within the boundaries of the City using any enforcement mechanism available under the City Code, County Code, or by law.

SECTION 3. <u>Codification</u>. This Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made. **SECTION 4.** <u>Severability</u>. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. <u>Conflicts</u>. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. <u>Effective date</u>. This ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

FIRST READING: _____, 2019

SECOND READING: _____, 2019

ADOPTED this _____ day of _____, 2019, by the City Commission of the City of Winter Park, Florida.

CITY COMMISSION CITY OF WINTER PARK

ATTEST:

Steve Leary, Mayor/Commissioner

Cynthia Bonham, City Clerk

S:\AKA\CLIENTS\Winter Park\General W600-26000\Fertilizer Ordinance\Ordinance re. fertilizer regulations.docx

Exhibit "A"

ARTICLE XVII. - FERTILIZER MANAGEMENT ORDINANCE

Sec. 15-800. - Findings and purpose.

As a result of impairment to the county's surface waters, groundwater, and springs caused by excessive nutrients, the county has determined that the improper use of fertilizers on land creates a risk of contributing to adverse effects on surface and groundwater. This ordinance regulates the proper use and application of fertilizer, training requirements, and restricted application periods in the county.

Orange County's Environmental Protection Division will provide to the board of county commissioners a summary of data collected and current research related to excessive nutrients for evaluation and consideration of ordinance revisions on or before December 31, 2019.

(Ord. No. 2017-14, § 2, 6-20-17)

Sec. 15-801. - Definitions.

Apply or application means the physical deposit, placement, or release of fertilizer upon soil, turf, or landscape plants.

Applicator means any person who applies fertilizer.

Article means chapter 15, article XVII, of the Orange County Code of Ordinances, as amended, unless otherwise specified.

Best management practices (BMPs) means the practice or combination of practices based on research, field testing and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

Commercial applicator means any person who applies fertilizer in exchange for money, goods, services or other valuable consideration and who is required by law, ordinance, or regulation to obtain an Orange County local business tax certificate.

Fertilizer means any substance or mixture of substances, excluding pesticides, organic composts, and fertilizer derived from biosolids, that contains one (1) or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

Golf course means any public or private area of land designed and used exclusively for playing or practicing golf, including tees, fairways, greens, rough areas, hazards and driving ranges (stand-alone ranges or those associated with a golf course). A golf course shall also include the following uses if they are accessory to the above uses: clubhouses, and all facilities adjacent to and associated with the daily operations of the above-referenced areas. Golf-related structures or features on residentially zoned private land shall not constitute a golf course.

Groundcover means plants used in mass as alternative to turf or lawn and/or to create variety in landscape; usually not having a mature height over two (2) feet tall.

Landscape plants means any shrub, tree, or groundcover, excluding turf and vegetable gardens.

Person means any person, natural or artificial, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee, or any other legal entity, the United States of America, and the State of Florida and all political subdivisions, regions, districts, municipalities, and public agencies.

Restricted season means the period from June 1 through September 30.

Slow release means nitrogen in a form which delays its availability for plant uptake and use for an extended period after application, or which extends its availability to the plant longer than a readily available, rapid or quick-release product. This definition includes the terms "controlled release," "timed release," "slowly available," and "water insoluble."

Turf, sod, or *lawn* means a mat layer of monocotyledonous plants, including but not limited to, Bahia, Bermuda, Centipede, Paspalum, St. Augustine, or Zoysia.

(Ord. No. 2009-26, § 1, 10-6-09; Ord. No. 2017-14, § 3, 6-20-17)

Sec. 15-802. - Applicability.

- (a) Consistent with section 704 of the Orange County Charter, this ordinance shall be applicable throughout all of Orange County, except in municipalities that have minimum standards for the regulation of fertilizer application that are no less strict than those in this article.
- (b) Any business that sells fertilizer shall post a notice provided by the county stating that the use of lawn and landscape fertilizers in the county is restricted in accordance with this chapter.

(Ord. No. 2009-26, § 1, 10-6-09; Ord. No. 2017-14, § 4, 6-20-17)

Sec. 15-803. - Weather and seasonal restrictions.

- (a) No fertilizer containing nitrogen or phosphorus shall be applied to turf or landscape plants during a period for which the National Weather Service has issued any of the following advisories for any portion [of] the county: a severe thunderstorm warning or watch, flood warning or watch, tropical storm warning or watch, or hurricane warning or watch.
- (b) No person, except applicators certified pursuant to section 15-809 herein, shall apply fertilizer containing nitrogen or phosphorus to turf or landscape plants during the restricted season from June 1 through September 30.

(Ord. No. 2009-26, § 1, 10-6-09; Ord. No. 2017-14, § 5, 6-20-17)

Sec. 15-804. - Fertilizer content; application rate.

- (a) No fertilizer shall be used unless labeled in accordance with state law.
- (b) No fertilizer containing phosphorus shall be applied to turf or landscape plants. Provided, however, where phosphorus deficiency has been demonstrated in the soil by a soil analysis test performed by a laboratory using University of Florida's Institute of Food and Agricultural Sciences ("UF/IFAS") approved methodology, phosphorus may then be applied at a rate no greater than one-quarter (0.25) of one (1) pound of phosphorus per one thousand (1,000) square feet per application, not to exceed one-half (0.5) pound of phosphorus per one thousand (1,000) square feet per year. Any person who obtains such a soil analysis test showing a phosphorus deficiency may apply phosphorus and shall provide the test results to the Orange County Environmental Protection Division, Attention: Manager within thirty (30) days of receipt of results.
- (c) No fertilizer containing nitrogen shall be applied unless at least fifty (50) percent of its nitrogen content is slow release as indicated on the Guaranteed Analysis label, with no more than one (1) pound total nitrogen per one thousand (1,000) square feet of area per application. This requirement shall change to at least sixty-five (65) percent slow release if the product is readily available on the local commercial market by July 1, 2020.
- (d) Notwithstanding subsection 15-804(c), commercial applicators may apply fertilizer at a rate that does not exceed one-half (0.5) of one (1) pound of readily available nitrogen per one thousand

(1,000) square feet of area, provided, however, that any application that exceeds one-half (0.5) of one (1) pound of nitrogen shall conform to subsection 15-804(c).

(e) Notwithstanding any other provision of this section 15-804, fertilizers applied to turf must follow the guidelines found in Rule 5E-1.003, F.A.C., as it may be amended.

(Ord. No. 2009-26, § 1, 10-6-09; Ord. No. 2017-14, § 6, 6-20-17)

Sec. 15-805. - Fertilizer-free zones.

- (a) No fertilizer shall be applied within fifteen (15) feet of any wetland or surface waters, including but not limited to a lake, pond, stream, water body, water course, or canal.
- (b) No fertilizer shall be deposited, washed, swept, or blown off, intentionally or inadvertently, onto any impervious surface, public right-of-way, public property, stormwater drain, ditch, conveyance, or water body. Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or landscape plants or any other legal site, or returned to the original or other appropriate container.
- (c) A low-maintenance zone is strongly recommended, though not required, for all areas within ten (10) feet of the normal high water elevation of any lake, pond, stream, water body, water course or canal, or any wetland, excluding permitted stormwater ponds. Low-maintenance zones should be planted and managed in such a way as to minimize the need for watering, mowing, and other active maintenance. No mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent over-spray of aquatic weed control products in this zone.

(Ord. No. 2009-26, § 1, 10-6-09; Ord. No. 2017-14, § 7, 6-20-17)

Sec. 15-806. - Mode of application.

Broadcast spreaders applying fertilizers must be equipped with deflector shields positioned to deflect fertilizer from all impervious surfaces, rights-of-way, stormwater drains, ditches, conveyances, and water bodies.

(Ord. No. 2009-26, § 1, 10-6-09)

Sec. 15-807. - Grass clippings and vegetative material/debris.

Grass clippings and/or vegetative material/debris shall not be deposited, washed, swept, or blown off, intentionally or inadvertently, onto any impervious surface, public right-of-way, stormwater drain, ditch, conveyance, or water body.

(Ord. No. 2009-26, § 1, 10-6-09)

Sec. 15-808. - Exemptions; exceptions.

(a) Sections 15-805 through 15-810 of this article shall not apply to golf courses; provided, however, fertilizer shall not be applied to golf courses in excess of the provisions set forth in Rule 5E-1.003(3), F.A.C., as it may be amended.

- (b) This article shall not apply to any bona fide farm operation that the county is without authority to regulate with regard to fertilizer application pursuant to the Florida Right to Farm Act, F.S. (2016) § 823.14 et seq., or other applicable state law.
- (c) This article shall not apply to sports turf areas at parks and athletic fields.

(Ord. No. 2009-26, § 1, 10-6-09; Ord. No. 2017-14, § 10, 6-20-17)

Sec. 15-809. - Training requirements; proof of compliance.

- (a) No commercial applicator shall cause fertilizer to be applied, except at his or her own residence, without a valid limited certification for urban landscape commercial fertilizer application from the Florida Department of Agriculture and Consumer Services, as specified in section 15-809(c).
- (b) Each commercial applicator shall ensure that each applicator he or she employs has a valid limited certification for urban landscape commercial fertilizer application from the Florida Department of Agriculture and Consumer Services prior to the application of fertilizer.
- (c) Possession of a valid limited certification for urban landscape commercial fertilizer application from the Florida Department of Agriculture and Consumer Services or the Florida Department of Environmental Protection's *Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries* training by UF/IFAS shall suffice as evidence of completion of a county-approved best management practices training program.
- (d) Non-commercial applicators shall provide proof on an annual basis of successful completion of the online training "Orange County Fertilizer Application Education Course for Citizens" on the Orange County fertilizer web page.
- (e) Certified applicators must show proof of training on all vehicles used during applications.

(Ord. No. 2009-26, § 1, 10-6-09; Ord. No. 2017-14, § 11, 6-20-17)

Editor's note— Ord. No. 2017-14, § 11, adopted June 20, 2017, amended § 15-809 and in so doing changed the title of said section from "Commercial training requirements; proof of compliance" to "Training requirements; proof of compliance," as set out herein.

Sec. 15-810. - Commercial applicators; business tax certificate.

Prior to obtaining or renewing an Orange County local business tax certificate for a business that provides landscape services, each commercial applicator shall provide proof of successful completion from county-approved best management practices training programs within the previous three (3) years. Possession of a valid limited certification for urban landscape commercial fertilizer application from the Florida Department of Agriculture and Consumer Services or the Florida Department of Environmental Protection's *Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries* training by UF/IFAS shall suffice as evidence of completion of a county-approved best management practices training program.

(Ord. No. 2009-26, § 1, 10-6-09; Ord. No. 2017-14, § 11, 6-20-17)

Sec. 15-811. - Variances.

(a) All requests for a variance(s) from the requirements of this article shall be made in writing to the Manager of the Orange County Environmental Protection Division. The manager may require the applicant for a variance to provide such information as necessary to carry out the purpose of this article. The manager may approve, approve with conditions or deny requests for variances. A variance may be granted if strict application of the Orange County Fertilizer Management Ordinance would lead to unreasonable or unfair results in particular instances, provided that the applicant demonstrates with particularity that compliance will result in a substantial economic, health or other hardship on the applicant requesting the variance or those served by the applicant.

- (b) Variances may be issued by the manager only upon satisfaction of the following:
 - (1) A showing of good and sufficient cause by the applicant and that the cause is not self-imposed, and
 - (2) A determination by the manager that the variance is the minimum necessary to afford relief, and
 - (3) A determination by the manager that failure to grant the variance would result in a practical difficulty or a physical hardship affecting the applicant's economic use of the property, and
 - (4) A determination by the manager that the granting of the variance will not result in threats to the health, safety and welfare of the residents of the county or conflict with existing local laws or ordinances.
- (c) Any person aggrieved by the decision of the manager may appeal pursuant to the provisions of section 15-38.

(Ord. No. 2009-26, § 1, 10-6-09)

Sec. 15-812. - Enforcement and penalty.

- (a) It shall be unlawful for any person to violate any provision of this article, except section 15-802(b), or any provision of any resolution enacted pursuant to the authority of this article. Every code enforcement officer is authorized to enforce the provisions of this article. Any person who violates any provision of this article, except section 15-802(b), or any provision of any resolution enacted pursuant to the authority of this article, shall be subject to the following penalties:
 - (1) First violation: Written notice.
 - (2) Second violation: Fine of fifty dollars (\$50.00), except for commercial applicators it shall be five hundred dollars (\$500.00).
 - (3) Third and subsequent violations: Fine of one hundred dollars (\$100.00), except for commercial applicators it shall be seven hundred fifty dollars (\$750.00).
- (b) In addition to the enforcement provisions provided, the county may avail itself of any other legal or equitable remedy available to it including, without limitation, injunctive relief, in the enforcement of any provision of this article or any provision of any resolution enacted pursuant to the authority of this article. Any person violating this article shall be held liable for all costs incurred by the county in connection with enforcing this article, or any resolution enacted pursuant to the authority of this article including, but not limited to, attorney's fees.

(Ord. No. 2009-26, § 1, 10-6-09; Ord. No. 2017-14, § 14, 6-20-17)

Secs. 15-813—15-819. - Reserved.