REGULAR MEETING OF THE LADY LAKE TOWN COMMISSION

DATE: **Monday, April 20, 2015**
TIME: **6:00 p.m.**
PLACE: **Town Hall Commission Chambers**
409 Fennell Blvd., Lady Lake, Florida

ALL INTERESTED PERSONS ARE CORDIALLY INVITED TO ATTEND THIS PUBLIC MEETING

AGENDA*

A. CALL TO ORDER: Mayor Ruth Kussard

B. PROCEDURAL: *Citizens are encouraged to participate in the Town of Lady Lake meetings. Speakers will be limited to three (3) minutes. Additional time may be granted by the Mayor. Citizen groups are asked to name a spokesperson and the Mayor, at his/her discretion, may allow longer than three minutes. Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and put your cell phone on silent mode.*

C. PLEDGE OF ALLEGIANCE: Mayor Ruth Kussard

D. INVOCATION[1]: Father John Kelly, St. George Episcopal Church

E. ROLL CALL

F. PUBLIC COMMENTS[2]

G. PROCLAMATIONS:

1. Proclaiming May 2015 as Law Enforcement Month (Mayor Kussard/Chris McKinstry)

2. Proclaiming April 24th, 2015 as National Arbor Day (Mayor Kussard/Mike Burske)

3. Proclaiming May 2015 as Motorcycle Safety Awareness Month (Mayor Kussard/Al Monteleone)

4. Proclaiming the Week of May 3rd-9th, 2015 as North American Occupational Safety & Health Week (NAOSH) (Mayor Kussard)

H. CONSENT[3]:

5. Minutes – April 6, 2015 – Special Commission Meeting
   – April 6, 2015 – Regular Commission Meeting

6. Consideration of the Write-Off of Utility Accounts Receivable Deemed Uncollectible (Jeannine Michaud)

7. Budget Amendment to Move Budget from General Operating to Capital Equipment Expense to Purchase an Enclosed Trailer (Jeannine Michaud)

8. Consideration of the Lake County Supervisor of Elections' Requests to Use the Lady Lake Library as an Early Voting Site on Oct. 19th-24th & Oct. 25th-31st, 2015 and to Use the Community Building as a Polling Place for Precinct #11 for the Special Election on Nov. 3rd, 2015 (Kris Kollgaard)

9. Consideration of Approval of the FOP Contract for 2014-2017 (Tia O'Neal)

10. Consideration of Acceptance of Continuing Engineering Services Professional Services Agreements and Fee Schedules Resulting from RFQ No. 2015-001 (C.T. Eagle)

11. Consideration of Approval of the Microsoft Enterprise Agreement Continuation (John Pearl)

I. OLD BUSINESS:

J. NEW BUSINESS:

12. Texas Roadhouse Restaurant MJSP 11/14-001 – A Development Proposing the Construction of a 7,163 Sq. Ft. High Turnover (Sit-Down) Restaurant with 281 Seats – Located at 745 N. Hwy 27/441 (Thad Carroll)

13. Consideration of Approval for the Supplemental Agreement with Neel-Schaffer Engineering for the Additional Engineering for a South Driveway, Fire Lane and Parking Lot at the Guava Street Concession Stand Area (Mike Burske)

K. TOWN ATTORNEY'S REPORT:

14. Resolution No. 2015-102 – First/Final Reading – Paramount Urgent Care, Inc., JD Orias Novis Partnership Company LLC, and TWVH LLC for the Sunset Professional Plaza – Variance Request Pursuant to Chapter 17, Section 4.b.2.E. to Allow Secondary Wall Signs to be Placed on the South Elevation of Buildings "A" and "B" Located within the Sunset Professional Plaza Which Do Not Have a Public Entrance, Addressed as 801 and 805 Highway 466 (Thad Carroll)

15. Resolution No. 2015-103 – First/Final Reading – Benchmark Lady Lake 25 Associates, LLC for the Texas Roadhouse Restaurant – Variance Request Pursuant to Chapter 17, Section 17-3).e).1).A). to Allow a Freestanding Sign to be Erected

64 Ft. from the Closest Freestanding Sign on the Property Owned by Benchmark Lady Lake 25 Associates, LLC – Located at 745 North Hwy 27/441 (Thad Carroll)

16. Resolution No. 2015-104 – First/Final Reading – SRK Lady Lake 43 Associates, LLC for Ulta Beauty – Variance Request Pursuant to Chapter 17, Section 4.b.2.E. to Allow a Secondary Wall Sign to be Placed on the Elevation Facing Fennell Blvd. of Retail Tenant Space 2 – Located within the Lady Lake Crossing Plaza, Which Does Not Have a Public Entrance, Addressed as 460 North Highway 27/441 (Thad Carroll)

L. TOWN MANAGER'S REPORT:

17. Consideration of Reappointment to the Library Board (Kris Kollgaard)

M. MAYOR/COMMISSIONER'S REPORT:

N. PUBLIC COMMENTS[4]

O. ADJOURN

***Back up for agenda items is available on the Town's website at www.ladylake.org or contact the Town Clerk at (352) 751-1571.**

This public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing impaired or the visually impaired should contact the Clerk's Office at least two (2) days prior to the meeting and an interpreter will be provided. To access a Telecommunication Device for Deaf Persons (TDD), please call (352) 751-1565. Any handicapped person requiring special accommodations at this meeting should contact the Clerk's Office at least two (2) days prior to the meeting.

Advice to the Public: If a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he may need a verbatim record of the proceedings including the testimony and evidence, a record of which is not provided by the Town of Lady Lake. (F.S. 286-0105)

Please be advised that one or more members of any other Town Board or Committee may be in attendance of this meeting.

NS/Word/Town Clerk/Agendas - Commission Meeting – 04-20-2015

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[1] *Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.*

[2] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

[3] *All items listed under consent are considered routine by the Town Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Town Commissioner so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.*

[4] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

G-1

Proclamation

WHEREAS, Law Enforcement Officers are dedicated men and women who have sworn to serve and protect the citizens of Lady Lake; and

WHEREAS, the fundamental duty of a Law Enforcement Officer is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all people to liberty, equality, and justice; and

WHEREAS, the Law Enforcement Officer plays an intricate role in the protection, safety and well being of the citizens of Lady Lake; and

WHEREAS, the Law Enforcement Officer is a symbol of public faith and trust; and

WHEREAS, the citizens of Lady Lake are hereby called upon to recognize the dedication and contributions of these valued Law Enforcement Officers; and

WHEREAS, a copy of this Proclamation shall be presented to the Lady Lake Police Department.

NOW, THEREFORE, I, **Ruth Kussard**, **Mayor** of the Town of Lady Lake, do hereby proclaim the month of **May** as

Law Enforcement Appreciation Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this **20th** day **of April, 2015.**

Ruth Kussard

Ruth Kussard, Mayor

Attest:

Kristen Kollgaard, Town Clerk

G-2

celebrate Arbor Day

PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that this special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

Whereas, trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Ruth Kussard, Mayor of the Town of Lady Lake, Florida do hereby proclaim April 24, 2015 as

NATIONAL ARBOR DAY

in the Town of Lady Lake, and I urge all citizens to celebrate National Arbor Day and to support efforts to protect our trees and woodlands; and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Lady Lake to be affixed this 20th day of April, 2015.

Ruth Kussard

Ruth Kussard, Mayor
Town of Lady Lake

ATTEST:

Kristen Kollgaard

Kristen Kollgaard, Town Clerk

G-3

Proclamation

WHEREAS Florida's climate and scenery make motorcycle riding an attraction in the Sunshine State, and riders consider our roadways to be some of the nation's best for riding, and

WHEREAS motorcycles are increasingly used as a regular means of transportation; and

WHEREAS the motorcycle is an energy-efficient vehicle that reduces fuel consumption, traffic and parking congestion; and

WHEREAS the motorcycle is an important form of transportation for commuting, touring, and recreation; and

WHEREAS as a matter of safety, it is necessary to develop appropriate driving habits to handle these vehicles on Florida roadways; and

WHEREAS more than 977,000 drivers in Florida have a motorcycle endorsement on their driver's license; and

WHEREAS to prevent injuries and deaths on Florida's roadways, motorcyclists and motorists must be vigilant in their efforts to share the road and ensure the safety of everyone; and

WHEREAS Motorcycle Safety Awareness Month raises public awareness for a lifetime of safe motorcycle riding;

NOW, THEREFORE, I, Ruth Kussard, Mayor of the Town of Lady Lake, Florida, do hereby proclaim the month of May as

Motorcycle Safety Awareness Month

in the Town of Lady Lake, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this 20th day of April, 2015.

Ruth Kussard

Ruth Kussard, Mayor

Attest:

Kristen Kollgaard, Town Clerk

G-4

Proclamation

WHEREAS, the residents of Lady Lake value safe and healthful workplaces for all of our citizens; and

WHEREAS, the majority of workplace injuries and fatalities are preventable, however more than 4,400 workers die each year from job related injuries, and millions more suffer occupational injuries and illnesses; and

WHEREAS, businesses spend $170 billion a year on costs tied to occupational injuries, health care and illnesses and the intangible costs of losing a loved one, a friend and a co-worker; and

WHEREAS, safer organizations enjoy increased productivity, higher employee satisfaction and a better reputation, while recording less lost time, and lower workers' compensation and healthcare costs; and

WHEREAS, during the week of May 3-9, 2015, North American Occupational Safety and Health Week (NAOSH), the American Society of Safety Engineers members, the Occupational Safety and Health Administration (OSHA) and corporate/association partners representing thousands of businesses will mobilize in an effort to increase employer, employee and public awareness of being safe at work to encourage safe practices; to help companies and organizations enhance their workplace safety efforts; and

WHEREAS, on May 6, 2015, occupational safety and health professionals will be recognized on Occupational Safety and Health Professional Day for their commitment to protect people, property and the environment at work in their communities;

NOW, THEREFORE, I, Ruth Kussard, Mayor of Lady Lake, do hereby proclaim **May 3-9, 2015** to be **North American Occupational Safety & Health Week** and **Wednesday May 6, 2015**, to be **Occupational Safety and Health Professional Day**, and encourage all industries, organizations, community leaders, employers and employees to support activities designed to increase awareness of the importance of safe workplaces for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this 20th day of April, 2015.

Ruth Kussard

Ruth Kussard, Mayor

Attest:

Kris Kollgaard

Kristen Kollgaard, Town Clerk

H-5

MINUTES OF THE SPECIAL MEETING
OF THE LADY LAKE TOWN COMMISSION
LADY LAKE, FLORIDA
April 6, 2015

The Special Meeting of the Lady Lake Town Commission was held in the Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida with Mayor Ruth Kussard presiding. The meeting convened at 5:30 p.m.

1. CALL TO ORDER: Mayor Ruth Kussard

2. ROLL CALL:
Tony Holden, Commissioner Ward 2
Dan Vincent, Commissioner Ward 3
Paul Hannan, Commissioner Ward 4
Jim Richards, Commissioner Ward 5
Ruth Kussard, Mayor/Commissioner Ward 1

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager/Town Clerk; Jeannine Michaud, Finance Director; Pam Winegardner, Assistant Finance Director; Debbie Rodriguez-Lopez, Senior Account Specialist; Kristal Learn, Accounting Clerk; Michelle Sloan, Accounting Clerk; Thad Carroll, Growth Management Director; Marsha Brinson, Director of Library Services; John Pearl, IT Director; Chief Chris McKinstry, Police Department; and Nancy Slaton, Deputy Town Clerk

3. <u>Presentation and Acceptance of the Audit Report for Fiscal Year Ending September 30, 2014 (Chet Ross, Shumacker, Johnston & Ross)</u>

The Mayor introduced Chet Ross of Shumacker, Johnston & Ross, PA, to present the audit report.

Mr. Ross stated that he is presenting the audited comprehensive annual financial report for the Town for year-ending September 30, 2014. The official letter to the Commissioners communicating the formal results of the audit as required by *Government Auditing Standards* was handed out at the beginning of the meeting.

Mr. Ross stated he wanted to talk about two items in the letter. He stated the first item has to do with the change in accounting principles that had to be applied this year; the Government Accounting Standards Board statement No. 67 (GASB 67), which has to do with pensions or the Police Pension defined benefit plan. Mr. Ross stated more detail was required in this year's audit report regarding the Town's position and future liabilities that had to be completed by the actuary. One of these items was a ten-year table of progress, and Mr. Ross stated this report included only the first year. He stated that the Police Pension fund is in good shape as of the period ending September 30, 2014 with $500,000 in the plus side of funding, and the Town's net pension obligation was $128,000 to the plus side also.

Mr. Ross stated that the second item he wanted to talk about is the estimate he had to accrue for the liability the Town has for the Communication Services Tax repayment. He reported the State has said that the Town owes them $885,483, but has not given any further data or a due date for this repayment as the State has to complete their audit.

Mr. Ross reported the Town made $79,000 or just about broke even last year, but if you factor in the large grants received for the Skyline Hills and sidewalk projects, and take away the liability for the repayment of the Communication Services Tax of $885,483, the Town would have showed assets of approximately one million dollars. Mr. Ross referred to pages 86 and 87 which showed changes in net position over the last ten years, and stated the Town has steadily been adding assets over the last decade. He stated that last year was the weakest year due to the Communication Services Tax liability, but the Town's finances are in great shape.

Mr. Ross asked if the Commissioners had any questions. He thanked them for the opportunity to present his report in this forum and asked them to accept the report for distribution in motion form.

The Mayor, Commissioners and Town Manager thanked Mr. Ross for his presentation and stated it was an excellent report.

Upon a motion by Commissioner Richards and seconded by Commissioner Hannan, the Commission approved the distribution of the Comprehensive Annual Financial Report for Fiscal Year Ending September 30, 2014, by a vote of 5 to 0.

Mr. Ross thanked the members of the Finance Department for making his job easier, stating they are diligent and conscientious at what they do.

4. <u>Presentation of the Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year Ending September 30, 2013 (Mayor Kussard)</u>

Mayor Kussard presented the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year Ending September 30, 2013 to the Finance Department staff. She read that this award is presented to the Town of Lady Lake by the Government Finance Officers Association of the United States and Canada to government units and public employer retirement systems whose comprehensive annual financial report achieved the highest standards in government accounting and financial reporting.

The Mayor, Commissioners and Town Manager recognized the staff of the Finance Department who played a large part in the Town achieving this award.

Town Manager Kris Kollgaard stated for the record that this is the 19th year in a row that the Town has received this award.

Finance Director Jeannine Michaud stated that this award represents the excellent work that the staff of the Finance Department do every day.

5. ADJOURN: There being no further discussion; the meeting was adjourned at 5:41 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

MINUTES OF THE REGULAR MEETING
OF THE LADY LAKE TOWN COMMISSION
LADY LAKE, FLORIDA
April 6, 2015

The Regular Meeting of the Lady Lake Town Commission was held in the Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida with Mayor Ruth Kussard presiding. The meeting convened at 6:00 p.m.

A. CALL TO ORDER: Mayor Ruth Kussard

B. PROCEDURAL: *Citizens are encouraged to participate in the Town of Lady Lake meetings. Speakers will be limited to three (3) minutes. Additional time may be granted by the Mayor. Citizen groups are asked to name a spokesperson and the Mayor, at his/her discretion, may allow longer than three minutes. Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and put your cell phone on silent mode.*

C. PLEDGE OF ALLEGIANCE: Led by Joe Quinn.

D. INVOCATION[i]: Rev. Tom Ash, New Song Community Church

E. ROLL CALL: Tony Holden, Commissioner Ward 2
Dan Vincent, Commissioner Ward 3
Paul Hannan, Commissioner Ward 4
Jim Richards, Commissioner Ward 5
Ruth Kussard, Mayor/Commissioner Ward 1

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager; Derek Schroth, Town Attorney; Thad Carroll, Growth Management Director; C.T. Eagle, Public Works Director; Mike Burske, Parks & Recreation Director; Chief Chris McKinstry, Police Department; Marsha Brinson, Director of Library Services; John Pearl, IT Director; Jeannine Michaud, Finance Director; and Nancy Slaton, Deputy Town Clerk

F. PUBLIC COMMENTS[ii]

Mayor Kussard asked if anyone in the audience would like to speak on any item. There were no comments.

G. PROCLAMATION:

1. <u>Proclaiming April 7, 2015 as National Service Recognition Day (Mayor Ruth Kussard)</u>

Mayor Kussard read the proclamation recognizing April 7th, 2015 as National Service Recognition Day and encouraged residents to recognize the positive impact of national service in our Town; to thank those who serve; and to find ways to give back to their communities.

H. PRESENTATION:

DRAFT

2. Presentation of a $1,500 Donation by the Lady Lake Orange Blossom Gardens Lions Club to the Lady Lake Police Department for the Bike Give-Away (Doris Turlo/Chris McKinstry)

Chief Chris McKinstry stated that the Police Department has been organizing events over the past several years and is now planning a "Spring into Safety" event coming up on April 18th. He stated that the Lady Lake Orange Blossoms Lions Club heard about the event and offered a donation.

Several members of the Lady Lake Orange Blossom Gardens Lions Club were present, including Linda Little, John Buswell, Doris Turlo, and special guest, Obie, a service dog in training. Doris Turlo presented a donation check in the amount of $1,500 to Chief Chris McKinstry to go towards purchasing bikes for the Bike Give-Away.

Chief McKinstry thanked the OBG Lions Club for their generous donation.

I. CONSENT[iii]:

Mayor Kussard asked if the Commissioners would like to pull any consent items for discussion.

3. Minutes – March 16, 2015 – Regular Commission Meeting

4. Consideration to Approve Revision to Lake County BCC Policy LCC-63, "Library Impact fee Application and Distribution Process" (Marsha Brinson)

The background summary for this agenda item is on file in the Town Clerk's office. It states that some definitions and references have been changed in the Lake County BCC Policy LCC-63, "Library Impact Fee Application and Distribution Process" to reflect a better description of eligible libraries and projects allowed under the process. Some criteria has been amended, as well as the point system, to reflect 60 points instead of the previous 30. Time periods and deadlines for projects have been added.

5. Consideration of Budget Amendment to Increase Sales of Surplus PD Vehicles, Forfeiture/Forfeiture Expense, P&R Donations/Parks & Rec Promotional, and Grant/SAFE Routes to School Expense and Move Budgeted Computer Items from Capital to Operating Expense (Jeannine Michaud)

The background summary for this agenda item is on file in the Town Clerk's office. It states that Amendment BT15-002 increases Sales of Surplus and Police Vehicles to purchase an additional unmarked vehicle using the sales of surplus vehicles approved January 5, 2015. It increases Forfeiture revenue and expenses to purchase a fingerprint scanner using Forfeiture money approved February 18, 2015. It increases Parks & Rec Donations revenue and Parks & Rec Promotional expenses for the Easter Egg Hunt approved March 16, 2015. It increases SAFE Routes to School Grant revenue and expenses approved March 16, 2015. The computer notebooks were budgeted in Capital Equipment because they were over $1,000 each. They are actually less than $1,000 each, therefore, the purchases no longer meet the Capital purchase threshold. This budget amendment moves the budget from Capital Equipment to General Operating.

6. Consideration of Approval of the Mutual Agreement for Sanitary Sewer Rehabilitation Services with the Hinterland Group, Inc. (C.T. Eagle)

DRAFT

The background summary for this agenda item is on file in the Town Clerk's office. It states that the Town identified a number of projects within the 2014 Wastewater & Reuse Master Plan. One of the priority projects was the implementation of a sanitary sewer rehabilitation program to rehabilitate a small number of concrete structures each year until completed. The mutual agreement proposed "piggybacks" the Palm Beach County contract that has been extended until January 2016. Fifty thousand was budgeted for FY 2014-15. The proposal is in the amount of $34,873.98, leaving the remaining funds to be used as contingency funds for any other repair work that may be found while performing the work. This is a budgeted item.

7. Consideration of the Water and Sewer Agreement for the Village Veranda at Lady Lake Major Site Plan – MJSP 10/14-002 – A Facility Proposed to be Developed in Three Phases Including Three Outparcels with a Total of 22,000 Sq. Ft. of Commercial Space and a Proposed Multi-Story Building with 90 Assisted Living Units and 40 Memory Care Facility Units – Located at South Hwy 27/441, North of the Too Your Health Spa (V) Project (Thad Carroll)

The background summary for this agenda item is on file in the Town Clerk's office. It states that Village Veranda at Lady Lake, LLC is the fee simple owner of approximately 8.22 +/- acres of real property situated in Lady Lake, Lake County, Florida. The developer has requested connection to Town water facilities and sewer facilities (Utility), and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of 17 equivalent residential units (ERUs) or 4,250 gallons per day for sewer and water to be consumed by a proposed facility to be developed in three phases, including three outparcels with office, clinic, and adult day care as proposed uses.

The proposed facility is expected to have a total of 22,000 sq. ft. of commercial space and a proposed multi-story building with 90 Assisted Living units and 40 Memory Care Facility units requiring central water and central sewer services for this 8.22 +/- acre parcel located at 955 South Hwy 27/441. The Village Veranda at Lady Lake received Town Commission site plan approval on March 2, 2015, and Development Order issuance on March 4, 2015.

The developer has agreed to connect to certain water distribution and sanitary sewer collection facilities that will benefit the development, and has agreed to the use of the water and sewer facilities on the terms and conditions set forth in the attached agreement, as provided by the Town of Lady Lake. This agreement was reviewed by Town Attorney Derek Schroth on Monday, March 9, 2015, and was determined to be correct in form for consideration and approval by the Town Commission.

8. 2015 Concurrency Report Update (Thad Carroll)

The background summary for this agenda item is on file in the Town Clerk's office. It states that concurrency is a finding that the public facilities and services necessary to support a proposed development are available, or will be made available, concurrent with the impacts of the development. No final development order shall be granted for a proposed development until there is a finding that all public facilities and services included in the Concurrency Chapter of the Land Development Regulations have sufficient capacity at or above their adopted level of service to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted level of service will be in place concurrent with the impacts of the development, as defined in the Land Development Regulations, Chapter 4, Section 2, (d) 4.

DRAFT

The Levels of Service (LOS) for the requisite concurrency items include sanitary sewer, solid waste, drainage, and potable water. Pursuant to legislative action via the enactment of HB7207 in 2011, state mandated concurrency for Transportation, Parks and Recreation, and Schools has been removed, but remain optional for local governments. The Town of Lady Lake has elected to continue the implementation of concurrency for these facilities.

The report was part of the packet and is presented under the requirements of Chapter 4, Section 2, (d) 4 and Chapter 4, Section 6 of the Land Development Regulations stating that Town staff shall be responsible for annually reporting the status of all public facilities capacities covered under the Concurrency Management System to the Town Commission and the general public. This report is for the period March 1, 2014 through February 28, 2015.

Upon a motion by Commissioner Hannan and seconded by Commissioner Vincent, the Commission approved Consent Items #I-3 through #I-8, by a vote of 5 to 0.

J. OLD BUSINESS: No old business.

K. NEW BUSINESS:

9. Consideration of Approval for the Amenity Authority Committee and the Village Center Community Development District to Utilize Kimley-Horn to Design Any Modifications to the Town's Infrastructure in the Proposed Expansion of the Del Mar Gate Configuration to a Two-Gate Entry System (Kris Kollgaard/Janet Tutt)

Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the Clerk's office). She stated that traffic has been backing up at the Del Mar gate and she was contacted per the attached letter dated March 16, 2015 from Janet Tutt, District Manager for the Village Center Community Development District. The Amenity Authority Committee and the Village Center Community Development District are requesting that the Town approve the use of the District's engineer, Kimley-Horn, to design any modifications to the Town's infrastructure for the proposed expansion of the Del Mar gate configuration to a two-gate entry system instead of the current single gate. The letter states that the District understands that final approval by the Town is required for any modifications and changes that may be suggested, and that all engineering, agreements, modifications and improvements will be at the expense of the District. Ms. Kollgaard reiterated that The Villages is planning on doing this widening at their expense and it will not cost the Town, and stated that staff is recommending approval.

Ms. Tutt stated that this is just preliminary and they wanted the Town Commission's approval for moving forward with utilizing Kimley-Horn for the design of this project which may encompass some of the Town's infrastructure. She discussed some of the possibilities for the project to improve the flow of traffic at this gate, which may include widening of the sidewalk as well.

Commissioner Richards commented that this project should provide more stacking room.

Mayor Kussard commented that Kimley-Horn has done several projects around Lady Lake and The Villages and does an excellent job.

Upon a motion by Commissioner Hannan and seconded by Commissioner Richards, the Commission approved the Consideration for the Amenity Authority Committee and the Village Center Community Development District to Utilize Kimley-Horn to Design Any Modifications to

the Town's Infrastructure in the Proposed Expansion of the Del Mar Gate Configuration to a Two-Gate Entry System by a vote of 5 to 0.

10. Update on the Progress and Plans for the Traveling Vietnam Memorial Wall (Sgt. Major Robert A. Sullivan, D.A.V./Mike Burske)

Parks and Recreation Director Mike Burske gave the background summary for this agenda item (on file in the Clerk's office). He stated that Sgt. Major Robert A. Sullivan is present on behalf of the D.A.V. to update the Commission on their plans for the traveling Vietnam Memorial Wall and will also discuss the opening ceremonies, food vendors, static displays and set-up. He stated other members from the D.A.V. that are also serving on the board for this project are present.

Sgt. Major Robert Sullivan stated that he enjoys living in the Lady Lake section of The Villages, and that there are over 25,000 veterans living in The Villages. He introduced some members of his team for the traveling wall: Dolores Wilson and Sissy Smith of the Beautification Committee; Ray Lecler, the security director; Jim Hill, food service; and Dave Bassinger, beverage chairperson.

Sgt. Major Sullivan stated that they will have several requests of the Town including six park benches, and they would like to have three food vendors at the wall to raise funds for the D.A.V., but would like to keep the event low key. He stated they would also like to get a three day license to sell beer for the Disabled American Veterans, if possible, and that the D.A.V. would have insurance coverage for the food and alcohol vendors.

Town Attorney Derek Schroth stated the Town would have to look into it to be sure the D.A.V.'s insurance would cover the liability of having alcohol consumption on Town property.

Sgt. Major Sullivan mentioned that there would be media coverage for the event, and that they would like to bring the "last patrol" in by helicopter, with a fly-over. He invited a Town representative to speak at the opening ceremonies on November 10th at 9 a.m., and stated the wall will be assembled on the 9th. The wall will be on display November 10th, 11th, and 12th, and will be disassembled and removed on the 13th.

Commissioner Hannan commented that he would like to have any vendors as far away from the wall as possible to allow for quiet at the wall, although he does not really like the thought of vendors being there.

Sgt. Major Sullivan agreed, stating it will be hallowed ground around the wall and that people are very respectful there.

Commissioner Hannan asked about the around the clock guard duty.

Sgt. Major Sullivan stated they will have security 24 hours a day, and are already signing up volunteers for the guard duty.

Commissioner Hannan stated he would be happy to volunteer for guard duty.

Sgt. Major Sullivan replied they would be glad to have him. He also commented that Parks and Recreation Mike Burske has been great to work with and thanked him for everything.

DRAFT

Commissioner Hannan asked the Town Manager whether the Town had money in the budget to provide the benches being requested.

Town Manager Kris Kollgaard and Mr. Burske replied that they have benches around the parks that could be utilized for this event.

Ms. Kollgaard stated that Sgt. Major Sullivan could sit down with Mr. Burske and herself and they would work out what is needed for the insurance and all the items being requested for the event so that it could be finalized and brought back before the Commission.

Commissioner Hannan suggested that Commissioner Richards might be a good Town representative to speak at the opening ceremonies since he is a veteran.

Commissioner Richards stated he would be willing if he is able, and Mayor Kussard stated she would be happy to do it if he is not.

Commissioner Hannan commented that this is the second time the wall has come to The Villages; that it was here about 10-12 years ago, in front of Publix.

Sgt. Major Sullivan stated it is a great honor to bring the wall to Lady Lake and he thanked the Commissioners.

11. <u>Consideration of Approval to Host the Annual Driving Range Volunteers Lunch at the Parks and Recreation Building on April 28, 2015 (Mike Burske)</u>

Parks and Recreation Director Mike Burske gave the background summary for this agenda item (on file in the Clerk's office). He stated that the Lady Lake Driving Range holds a luncheon for the volunteers of the facility on an annual basis. He stated that over the last couple of years, the Driving Range has utilized the Parks and Recreation building in order to hold the event without fear of weather being a factor, and tables and chairs from Public Works and Parks and Recreation are utilized. Mr. Burske reported that the Driving Range supplies all of the food and drinks and invites the driving range volunteers and many from the Town who assist them at the driving range. He stated that the event is scheduled for April 28, 2015, and they begin preparing food in the morning and start serving around 11:00 a.m. He noted that they plan to use a grill in the fenced area of the building compound.

Upon a motion by Commissioner Holden and seconded by Commissioner Hannan, the Commission approved the Consideration to Host the Annual Driving Range Volunteers Lunch at the Parks and Recreation Building on April 28, 2015, by a vote of 5 to 0.

12. <u>Consideration to Upgrade Present Library Internet Circuits to Fiber through a Service Agreement with the City of Leesburg (John Pearl/Marsha Brinson)</u>

I.T. Director John Pearl gave the background summary for this agenda item (on file in the Clerk's office). He stated that internet access has become one of the fundamental services the Town offers at the Lady Lake Library, and during the past year, it is estimated that patrons have used the internet service available through the library provided computers approximately 45,000 times. He stated this statistic does not include patron Wi-Fi usage, which by observation, he believes to be considerable and trending upward. Lastly, circulation of e-books and digital content is also trending upward.

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Mr. Pearl stated that, unfortunately, the internet service the Town currently provides at the library is slow, and while staff desires to provide a quality internet experience to patrons, the Town's inability to access affordable broadband service to date has been a source of frustration. He stated that broadband service has been recently redefined by the FCC to be a minimum of 25 Mbps, and furthermore, the American Library Association recommends a minimum bandwidth of 1 Mbps per library computer. He stated that currently, the internet service acquired through our interlocal agreement with Lake County Library Service is a CenturyLink product that provides a 5 Mbps download and 5 Mbps upload speed. He stated this service is Lady Lake Library's connection to the larger Lake County Library Service's Managed Area Network (MAN). This network provides connectivity to 16 member libraries, in addition to the internet. Mr. Pearl stated this CenturyLink product is a poor value at $525 per month before the Town's federal E-Rate rebate. It is slow and has a maximum possible capacity of 10 Mbps; significantly less than the FCC broadband standard.

Mr. Pearl stated that recently, the Lake County Library System has negotiated an alternative broadband solution through the Leesburg Communication Utility (LCU), and this product will provide a 1,000 Mbps connection to the Lake County Library System's MAN and a minimum 100 Mbps connection to the internet for the Lady Lake Library. He stated the product also offers a possible future shared internet connection of 10,000 Mbps.

Mr. Pearl stated that the Lake County Library System is soliciting the Town's approval to increase its cost for internet service to $1,500 per month before the E-Rate rebate; the annual cost after rebate will be approximately $3,600. He stated that if approved, staff expects the transition period to be completed by the end of the summer, and following the transition, the monthly cost increase after the E-Rate rebate is anticipated to be approximately $80.00. Mr. Pearl stated that the submission deadline is April 17, 2015 for the following year's E-Rate rebate submission for participating municipalities per the Lake County Library System.

Commissioner Richards stated this extra will be budgeted for next year, but asked where the funds will come from if this goes into effect now.

Town Manager Kris Kollgaard replied that if this goes into effect before the next fiscal year, there are funds available out of personnel costs.

Upon a motion by Commissioner Hannan and seconded by Commissioner Richards, the Commission approved the Consideration to Upgrade Present Library Internet Circuits to Fiber through a Service Agreement with the City of Leesburg, by a vote of 5 to 0.

13. <u>Consideration of Approval for the Water Oak Community Center Drainage Improvement Major Modification - MJM 01/15-001 - Proposing Substantial Drainage Improvements, Landscaping Upgrades, Exterior Building Elevations Upgrades, Adding 46 Golf Cart Parking Spaces and 10 Regular Parking Spaces at 415 Water Oak Blvd., Within the Water Oak Estates Country Club (Thad Carroll)</u>

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that Justin Wolcott with Cape Signature Homes, Inc., representing property owner Sun Communities Finance LP, has submitted a major modification to the site plan for the Water Oak Country Club Estates site as per Town of Lady Lake Land Development Regulations, Chapter 7, Section 11.b.1, where a 10% or more change in the project acreage or square footage requires the submittal and approval of a Major Modification application.

The site has been developed as a gated adult mobile home park community located at the intersection of County Road 25 and North Hwy 27/441 and exhibits multiple active retirement lifestyle amenities including a club house, restaurant, golf courses, tennis courts, and a ball park.

Mr. Carroll reported that all improvements under this project are confined exclusively within the club house site and includes substantial drainage improvements, landscaping upgrades, and exterior building elevations upgrades. The proposed improvements consist of adding ten regular parking spaces and 46 golf car parking spaces around the club house. The impervious surface area is proposed to increase by 8,306 sq. ft., bringing the total proposed impervious surface ratio to 53.4, which meets the requirements of the Land Development Regulations. Additionally, landscaping requirements for the parking lot expansion proposal have been met. Lastly, no utility changes/upgrades were proposed for this project. He stated that staff recommends approval of these changes.

Photos of the current conditions at the site and drawings of the proposed improvements were shown and reviewed by Mr. Carroll.

Mr. Carroll explained that the reason this project became a major modification is that the improvements merited a St. Johns Water Management District permit. He stated the permit was acquired in December after the improvements commenced and it was discovered that a permit was needed.

The property is zoned "MH-9", which is Manufactured Home High Density, and permits the drainage and site improvements proposed for recreational facilities within residential developments. The Future Land Use Map designation for the property is Manufactured Home High Density (MH-HD). Site plans have been submitted by Robert L. Rogers, of Rogers Engineering, LLC, and the landscaping plans by Scott R. Vaughn, Professional Engineer. The applicant has complied with all requirements of the Land Development Regulations (LDRs) for the site plans, and has met Chapter 10 – Landscaping & Tree Protection and Chapter 20 Commercial Design Standards of the LDRs. Reviews were completed for the Town by Town staff, Neel-Schaffer Engineering, Kerry Barnett for fire, and Building Official Dallas Foss. The following items were included in the packet:

1. Site Plan Review completed by Growth Management and Public Works, dated 03/13/2015 (satisfied).
2. Fire Review for the site plan, dated 02/03/2015 (satisfied).
3. Review No. 4 for the general site development completed by Neel-Schaffer Engineering, dated 03/13/2015 (satisfied).
4. St. Johns Water Management District Modification Letter No. 19000-4 dated 12/2/2014 (satisfied).

Mr. Carroll noted that the latest revisions to the site plan were received on Friday, March 6, 2015, addressing sidewalk connectivity and internal traffic circulation access to comply with the Town's LDRs, and they have been determined to be complete by all involved and have met all requirements per code. He reiterated that there were no landscaping waivers and the applicant is exceeding the landscaping requirements by quite a bit. A drawing of the landscaping plan was shown.

Mr. Carroll reported that the Technical Review Committee members individually reviewed the application and provided comments regarding the Site Plan application on Friday, March 13, 2015. He noted that the Planning and Zoning Board does not review Site Plan Modifications. Mr. Carroll also stated that this project does not need to meet Commercial Design Standards as it is a renovation

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and does not meet that threshold, although it does have some elements of the bungalow and Mediterranean design elements. He stated the applicant and Water Oak site manager are both present if there are questions.

Commissioner Vincent pointed out that there is an inconsistency in dates on one document in the packet that is notarized and this was brought to the attention of the Town Attorney.

Town Attorney Derek Schroth stated that the document, a post-dated affidavit, should be corrected, but believes it is a proper affidavit and that it was not deemed intentional and should not hold up the approval of the site plan.

Commissioner Vincent noted for the record that the error was not made by the Town.

Upon a motion by Commissioner Holden and seconded by Commissioner Richards, the Commission approved the Water Oak Community Center Drainage Improvement Major Modification - MJM 01/15-001 - Proposing Substantial Drainage Improvements, Landscaping Upgrades, Exterior Building Elevations Upgrades, Adding 46 Golf Cart Parking Spaces and 10 Regular Parking Spaces at 415 Water Oak Blvd., Within the Water Oak Estates Country Club, and to include the correction to the affidavit as noted, by a vote of 5 to 0.

14. <u>Consideration of Approval for the Rolling Acres Self Storage Facility Major Modification - MJM 01/15-005 - Removing Twelve Mini Storage Buildings Totaling 41,000 Sq. Ft. and Proposing Two Indoor Motor Vehicle/RV/Boat Storage Buildings Totaling 41,400 Sq. Ft., Eliminating Phase 3, and Reducing Project Approximately 9,548 Sq. Ft. from Originally Approved Plans (Thad Carroll)</u>

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that on December 16, 2013, Tree Tops Golf Inc., received site plan approval for the construction of a development consisting of three phases with 32 buildings on a 12.65-acre parcel located at 175 S. Rolling Acres Road (referenced by Alternate Key # 3250290). On December 17, 2014, the Development Order for the first phase of MJSP 10/13-003 was issued consisting of eight buildings, being 110,289 sq. ft. of mini-storage space.

Mr. Carroll stated that the Memorandum of Agreement of Ordinance No. 2015-01 was recently adopted to permit the following improvement changes:

- A manager's residence was not constructed in Phase 1. This is now proposed in Phase 2 in an existing building near the secondary egress drive on West Lady Lake Boulevard, approximately 763 sq. ft. in size.

- Phase 2 changes the originally planned 12 mini storage buildings totaling 41,000 sq. ft. to two proposed indoor motor vehicle/RV/boat storage buildings totaling 41,400 sq. ft.

- Phase 2 includes a proposed RV sewage dump station approximately 40' inside the gate at the secondary egress drive.

- Phase 3 is no longer proposed. Six mini storage buildings will not be planned in Phase 3.

- A new total of 152,452 sq. ft. of buildings are planned for the site with a net reduction of 9,548 sq. ft. from the originally approved development. The originally approved building coverage on-site was 162,000 sq. ft.

Photos of the property in its current state were shown along with drawings of the site plan.

Mr. Carroll noted that there is a dump station wastewater treatment agreement included in the packet and as part of this site plan.

The Future Land Use Map designation for the site is Commercial General-Retail Sales & Services (RET) and property is zoned Planned Commercial (CP). The proposed changes are consistent with the directives of the Comprehensive Plan and under the revised Memorandum of Agreement in Ordinance No. 2015-01.

The Civil and Landscaping Plans have been submitted by David W. Springstead, Professional Engineer of Springstead Engineering, Inc. The applicant has complied with all requirements of the Land Development Regulations (LDRs) for the site plans, and has met Chapter 10 – Landscaping & Tree Protection and Chapter 20 Commercial Design Standards of the LDRs. Reviews were completed for the Town by Town staff, Neel-Schaffer Engineering, Kerry Barnett for fire, and Lake County Public Works. Attached are following items in the packet:

1) Site Plan Review completed by Growth Management and Public Works, dated 03/19/2015 (satisfied).
2) Fire Review for the site plan, dated 03/11/2015 (satisfied).
3) Review No. 3 for the general site development completed by Neel-Schaffer Engineering, dated 03/30/2015 (satisfied).
4) Lady Lake Building Official, Dallas Foss comment dated 03/16/2015 (satisfied).
5) St. Johns Water Management District Modification Letter No. 109078-8 dated 09/19/2014 (satisfied).
6) Lake County Public Works Department comments dated 03/30/2015 (satisfied).
7) Dump Station Waste Water Treatment Agreement

The site has previously been granted the following waivers which will be transferred to the new development order to continue with the project:

- Chapter 20, Section 20-3C.)3).A) - Commercial Design Standards
- Chapter 10, Section 10-3, a). 2) - Caliper Inches Requirement - Landscape & Tree Protection
- Chapter 10, Section 10-3, b).B).1) - North Landscaping Buffer- Landscape & Tree Protection
- Chapter 10, Section 10-3, b).B).1) - South Landscaping Buffer-Landscape & Tree Protection

Mr. Carroll reported that on December 15, 2014, the Town Commission reviewed this application at their Special Conceptual Workshop meeting and it was the consensus of the Commission to move the project forward as presented. The Technical Review Committee members individually reviewed the application and provided comments regarding the Site Plan application on Thursday, March 19, 2015. It was noted that the Planning and Zoning Board does not review Site Plan Modifications. He stated that David Springstead, project engineer, is present if there are any questions.

Upon a motion by Commissioner Hannan and seconded by Commissioner Richards, the Commission approved the Rolling Acres Self Storage Facility Major Modification - MJM 01/15-

005 - Removing Twelve Mini Storage Buildings Totaling 41,000 Sq. Ft. and Proposing Two Indoor Motor Vehicle/RV/Boat Storage Buildings Totaling 41,400 Sq. Ft., Eliminating Phase 3, and Reducing Project Approximately 9,548 Sq. Ft. from Originally Approved Plans, by a vote of 5 to 0.

L. TOWN ATTORNEY'S REPORT:

Town Attorney Derek Schroth stated he had nothing to report at this time.

M. TOWN MANAGER'S REPORT:

Town Manager Kris Kollgaard reported that she spoke with Lake County Manager David Heath regarding the access roads. She stated that Mr. Heath spoke with Sandy Minkhoff, their attorney, and Jim Stivender, and according to their ordinance, the road has to be at least a collector road and be on the list of impact fee roads. Ms. Kollgaard stated Mr. Heath reported that Public Works is in the process of meeting with the municipalities to list all the roads. She has contacted them to see if Town staff can meet with them very shortly so staff can begin work on an ordinance for access roads.

Ms. Kollgaard stated that staff is getting ready to begin budget preparations again and she asked the Commissioners if the memo she sent out last year outlining the happenings of the year and the direction staff is leaning toward is sufficient again for this year, or if they would like to have a meeting.

It was the consensus of the Commissioners that a memo would be sufficient.

Ms. Kollgaard reminded everyone that the annual Volunteer Dinner is scheduled for April 16th.

N. MAYOR/COMMISSIONER'S REPORT:

Commissioner Richards asked if anyone else had noticed the article in the paper regarding the settlement the City of Eustis had to pay because they did not follow their land development codes.

Town Attorney Derek Schroth explained that a developer from Orlando filed applications back in 2007, and the City of Eustis changed their Land Development Regulations (LDRs) around the time the developer filed his application. He stated this case was litigated for approximately seven years, and although the claim was for $24 million, the insurance company and the city decided to settle for less than $500,000, feeling the case did not have much merit. Mr. Schroth noted that he was *not* Eustis' attorney in 2007 when the lawsuit was filed and the decision was made. He further explained that the applicant had annexed in about 600 acres in the Clearlake area and was proposing a 2,000 home subdivision. The much of the public was upset about it and ended up lobbying and changing the composition of the Commission by election, and the LDRs were changed after the developer annexed in.

Town Manager Kris Kollgaard commented that it is important to follow the Town's codes.

Commissioner Richards agreed, stating the codes can be changed as needed, but people have a vested right when they annex in and are conforming to the codes, unless there is something that effects human safety.

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Commissioner Richards stated he will be unable to make the annual Driving Range volunteer luncheon on April 28th.

Mayor Kussard commented that she attended this year's Easter Egg Hunt on March 28th and that it was a wonderful event for all. She thanked the Lady Lake Kiwanis for their sponsorship of the event.

Commissioner Vincent stated he wanted to disclose that he was asked by Mark DuShane to meet with Mr. Gore of Recreation Plantation as Mr. Gore apparently wants to enlarge his place by 260 sites and wanted feedback from someone from the Town. Commissioner Vincent stated that he did ride around and look at the property, but told Mr. Gore that he needed to speak with staff as he was concerned about the cost of ERUs. He stated he spoke with the Town Manager about it, and that he was unaware at the time that it was in Commissioner Hannan's ward.

Ms. Kollgaard stated that staff will meet with Mr. Gore, and when it is worked out, it will come before the Commission.

O. PUBLIC COMMENTS[iv]

Mayor Kussard asked if anyone in the audience would like to speak on any item. There were no comments from the audience.

P. ADJOURN: There being no further discussion, the meeting was adjourned at 6:50 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

[i] *Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.*

[ii] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

[iii] *All items listed under consent are considered routine by the Town Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Town Commissioner so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.*

[iv] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

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H-6

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 20, 2015

SUBJECT: Write Off of Utility Accounts Receivable Deemed Uncollectible

DEPARTMENT: Finance Department

STAFF RECOMMENDED MOTION: Approve the write off of $4,588.40 of utility accounts receivable as bad debts.

SUMMARY: Attached is a list of accounts to be written off. The accounts are marked in the attached spreadsheet as either a tenant type balance or an owner type balance. If approved for write off, these accounts will be added to the list that the customer service representatives maintain for possible collection if the customer returns to the Town and requests utility services in the future. The last time accounts were approved for write off was September 21, 2011. The breakdown of the amounts to be written off are by service and type as follows:

Water:	$ 3,226.48
Sewer	$ 567.45
Penalty	$ 30.00
Facility Fees	$ 483.18
Billing Fees	$ 137.14
Utility Tax	$ 117.34
Misc. Fees	$ 26.81
Total	$ 4,588.40

Tenants	$ 4,448.79
Owners	$ 139.61
	$ 4,588.40

FISCAL IMPACT: $4,588.40

[ ] Capital Budget
[ ] Operating
[X] Other (Bad debt expense)

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[X] Other-List of accounts to be written off

[ ] Support Documents

DEPARTMENT HEAD JRM	Submitted 4/9/2015	Date 4/20/2015
HR	Approved as to Form	Date
FINANCE DEPARTMENT JRM	Approved as to Budget Requirements	Date 4/9/2015
TOWN MANAGER	Approved Agenda Item for: 4/20/15	Date 4/9/15

COMMISSION ACTION:

[ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely

[ ] Continued to Date Certain [ ] Approved with Modification

CID	LOC	Name	Cust. Type	Service Address	Termination Date	UT Tax	Billing Chg	Fac. Fees	Water	Sewer	Late Chg	Turn On	Rtn Ck	Garbage	Total Write off	Comment
9683	3892	NARAIN, SHAKTI	Past OW	741 HWY 466	9/30/03									$8.96	$8.96	
203685	1360	NEW, CYNTHIA	Past OW	924 APRIL HILLS BLVD	4/23/12				$8.67						$8.67	
207371	604	LALLEMENT, BARBARA	Past OW	433 ALMA ST	9/18/12			$0.35							$0.35	
9035	3438	RADFORD, SHEILA	Past OW	101 SECOND ST	1/14/13	$1.36	$5.76	$16.82			$10.00				$33.94	
6841	2348	MAUPIN, LEWIS RAY	Past OW	105 W HERMOSA ST	7/9/13	$1.97	$8.35	$24.39			$10.00				$44.71	
6773	2304	PARRA, MARIA	Past OW	114 E HERMOSA ST	4/30/14	$0.37	$1.56	$4.55							$6.48	
202083	674	PARROTT, TANYA LYNN	Past OW	418 HITCHCOCK ST	7/3/14	$0.46	$1.95	$6.18	$27.91						$36.50	
205843	2832	MCINTOSH, KRISTOPHER D	Tenant	308 WOODLAND TRL	10/6/10	$0.73	$2.02	$5.90	$10.10						$18.75	
205367	1512	ANDERSON, TRACY A	Tenant	236 SKYLINE DR	11/4/10	$10.67	$4.88	$14.20	$178.27						$208.02	
203079	502	HARRIS, FELISHA	Tenant	452 WINNERS CIR	12/29/10				$1.84						$1.84	
205353	2178	HOOKS, ANDREA	Tenant	112 BRANDY CT	1/3/11			$2.02	$4.26						$6.28	
205865	1672	OLIVER, TONYA	Tenant	704 CHUCK ST	1/6/11	$0.48	$2.02	$5.90	$0.89						$9.29	
204901	562	STINSON, JACKIE	Tenant	441 WINNERS CIR	1/6/11				$6.26						$6.26	
206335	12200	GAVIN, CHRISTIN N	Tenant	824 HWY 466 APT 2102	2/3/11			$0.51	$3.55						$4.06	
203933	2800	REDDICK, TONYA	Tenant	307 HIGHLAND TRL	3/8/11	$3.99	$8.10	$23.58	$147.02						$182.69	
206565	6258	TASSE, STEPHANIE C	Tenant	110 SHENANDOAH AVE A	3/8/11				$24.45						$24.45	
206717	1512	WALLEN, BILL	Tenant	236 SKYLINE DR	5/5/11				$4.31						$4.31	
205883	2188	SCOTT, AMY D	Tenant	105 BRANDY CT	6/8/11				$1.45						$1.45	
206853	2214	DUNN, SHALANDA E	Tenant	113 NEIL CT	6/11/11				$0.70						$0.70	
205105	120	HANSEN, KATIE	Tenant	131 SHILOH AVE	7/6/11				$15.13						$15.13	
206527	334	KIMBLE, ANTHONY C	Tenant	206 BREVARD AVE	7/18/11				$7.28						$7.28	
206727	1712	DUKE, PATRICIA	Tenant	209 ANN ST	7/20/11				$0.66						$0.66	
206769	544	BREELAND, LEANNA	Tenant	461 WINNERS CIR	7/21/11	$0.43	$0.74	$2.14	$4.64						$7.95	
309	130	SALMON, BRENDA R	Tenant	134 SHILOH AVE	8/4/11	$1.20	$2.12	$6.16	$16.01						$25.49	
206845	2208	SMART, JUSTIN K	Tenant	114 NEIL CT	8/4/11	$8.63	$2.12	$13.82	$255.42						$279.99	
206127	248	MEADOWS, HEATHER	Tenant	143 SHENANDOAH AVE	8/9/11			$3.46	$6.39						$9.85	
206839	1716	HYATT, DANIELLE	Tenant	213 ANN ST	8/31/11				$49.76						$49.76	
543	128	MORGAN, SHIRLEY E	Tenant	136 SHILOH AVE	9/7/11	$2.58	$2.67	$7.77	$33.86						$46.88	
207145	104	COLLER, DIANE L	Tenant	497 ARLINGTON AVE	9/30/11	$0.62	$1.56	$4.56	$4.26			$7.29			$18.29	
206977	368	ZAMUDIO-VARGAS, RAUL	Tenant	232 ARLINGTON AVE	10/3/11	$1.85	$1.87	$9.26	$77.93						$90.91	
4159	1546	MCDONOUGH, MELANIE A	Tenant	203 SKYLINE DR	10/10/11				$3.52						$3.52	
206463	12276	STRADE, KORYN OR TYLER	Tenant	824 HWY 466 APT 4203	10/10/11				$17.01						$17.01	
205527	1532	LABAIRE, SUE ELLEN	Tenant	211 SKYLINE DR	10/24/11	$0.74	$3.83	$11.17	$90.11						$105.85	
206823	2184	LAURIMORE, MOLLIE M	Tenant	104 BRANDY CT	11/7/11	$1.98	$5.41	$15.80	$57.09						$80.28	
207515	11436	OWEN, BENJAMIN W	Tenant	423 HWY 466 APT 21201	1/31/12	$1.32	$2.08	$9.39	$61.57						$74.36	
207667	1512	EVANS, DAVID	Tenant	236 SKYLINE DR	3/6/12	$1.19	$2.05	$5.99	$13.09						$22.32	
207557	1716	MAY, VERONICA L	Tenant	213 ANN ST	3/26/12				$6.18						$6.18	
207741	2210	RICHARDON, THERESA OR	Tenant	116 NEIL CT	4/25/12				$18.44						$18.44	
207951	402	BAIRD, RACHEL	Tenant	103 SPENCERS LOOP	7/6/12	$6.29	$8.64	$39.01	$85.12	$159.20					$298.26	
207421	734	DESTEFANO, BARBARA P	Tenant	237 GRIFFINVIEW DR	7/10/12	$2.03	$2.61	$7.63	$57.10						$69.37	
207761	3394	PARROTT, HEATHER	Tenant	407 WINNERS CIR	7/17/12				$11.60						$11.60	
207169	490	HINES, TANISHA	Tenant	436 WINNERS CIR	7/24/12	$1.47	$3.92	$14.46	$26.36						$46.21	
204867	1584	ROBINSON, SANDRA	Tenant	801 SUMMIT ST	11/6/12	$0.74	$2.59	$7.57	$13.19						$24.09	

208291	1510	CLARK, CHRISTOPHER	Tenant	238 SKYLINE DR	1/8/13	$2.65	$2.59	$7.57	$53.83						$66.64	
201279	2180	HERRERA, MARTHA ELENA	Tenant	108 BRANDY CT	1/15/13	$2.44	$3.36	$9.81	$36.95						$52.56	
208043	6594	MOSS, RICHARD	Tenant	216 SKYLINE DR	4/22/13				$86.63						$86.63	
208717	11068	HOPKINS, SHARON	Tenant	423 HWY 466 APT 25107	5/6/13	$0.74	$6.39	$33.22	$337.78	$383.40					$761.53	
207999	514	LOZARO-ARANDA, JOSE	Tenant	464 WINNERS CIR	5/14/13	$3.20	$3.26	$9.53	$81.09						$97.08	
208679	3388	LANKFORD, VICTORIA	Tenant	403 WINNERS CIR	5/20/13			$0.62	$20.96						$21.58	
207333	3392	MASOLINE, NATASHA R	Tenant	405 WINNERS CIR	6/6/13	$1.08	$2.21	$11.52	$43.42						$58.23	
209041	6594	WILEY, SHIRLEY	Tenant	216 SKYLINE DR	6/25/13				$28.35						$28.35	
208581	1212	HEIGEL, TEDDY	Tenant	920 JACARANDA DR	7/9/13	$1.95	$2.59	$7.57	$37.26						$49.37	
200771	2230	PARKER, BRIAN PATRICK	Tenant	215 E LADY LAKE BLVD	7/9/13	$2.95	$5.47	$15.98	$58.20						$82.60	
208593	490	BLUE, KIMBERLY	Tenant	436 WINNERS CIR	7/16/13	$1.83	$6.05	$17.66	$6.66				$10.56		$42.76	
201721	2170	WARRICK, CYNTHIA ANN	Tenant	119 BRANDY CT	8/12/13	$9.10	$2.59	$7.57	$212.05						$231.31	
208975	10988	PARKER, MELVIN	Tenant	423 HWY 466 APT 6201	9/3/13			$3.74	$3.55						$7.29	
205943	1548	COMBS OR, DAVID A	Tenant	201 SKYLINE DR	9/4/13	$23.84	$4.99	$14.58	$498.12						$541.53	
209121	582	SANDERS, CONNIE	Tenant	421 WINNERS CIR	10/14/13				$32.80						$32.80	
208809	200	HILL, RYAN	Tenant	102 SHENANDOAH AVE	10/15/13	$3.93	$6.30	$18.37	$81.72		$10.00				$120.32	
209099	1646	BALL, DAVID	Tenant	221 LONGVIEW AVE	10/22/13		$1.33	$11.96	$6.78						$20.07	
207807	1244	ROBERTS, FELICIA	Tenant	304 W ROSE LN	12/3/13				$14.17						$14.17	
208193	2770	PHILLIPS, MELISSA	Tenant	201 GIBSON ST	1/7/14	$0.64	$4.60	$20.57	$9.60						$35.41	
208153	1512	GARTLAND, DANIEL	Tenant	236 SKYLINE DR	2/4/14	$10.10	$5.08	$14.80	$159.13						$189.11	
208589	402	WEBB, JAMIE	Tenant	103 SPENCERS LOOP	3/3/14		$1.40	$9.45	$1.88	$24.85					$37.58	
205273	132	BONASOTA, ANTHONY	Tenant	132 SHILOH AVE	7/8/14				$5.03						$5.03	
206417	1162	FRENCH, WYNEMA	Tenant	907 APRIL HILLS	9/8/14				$0.55						$0.55	
205443	552	WARD, DENITRISE	Tenant	451 WINNERS CIR	11/4/14	$1.79	$2.08	$6.07	$52.77						$62.71	
209875	2166	CANAVAN, MEGAN	Tenant	122 BRANDY CT	12/11/14				$5.80						$5.80	
						$117.34	**$137.14**	**$483.18**	**$3,226.48**	**$567.45**	**$30.00**	**$7.29**	**$10.56**	**$8.96**	**$4,588.40**	

26.81

$4,588.40

H-7

TOWN COMMISSION AGENDA ITEM

REQUESTED REGULAR COMMISSION MEETING DATE April 20, 2015

SUBJECT: Budget Amendment to move budget from General Operating to Capital Equipment expense to purchase an enclosed trailer.

DEPARTMENT: Finance Department

RECOMMENDED MOTION: Staff recommends approval of BT15-004 to decrease General Operating expense and increase Capital Equipment expense in Road & Streets.

SUMMARY: Amendment BT15-004 decreases General Operating and increases Capital Equipment in Road and Streets in order to purchase an enclosed trailer. There was a $2,337 savings in Capital Equipment when the budgeted mower was purchased. With the savings and transferal of this budget, Roads and Streets can purchase an enclosed trailer.

FISCAL IMPACT: None

[ ] Personal Budget
[X] Operating Budget
[X] Other Capital Outlay

ATTACHMENTS: [ ] Ordinance [ ] Resolution [X] Budget Resolution

[X] Other (Budget Transaction FT15-002)

[ ] Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD JRM Submitted 4/9/2015 Date 4/20/2015

FINANCE DEPARTMENT JRM Approved as to Budget Requirements Date 4/9/2015

TOWN MANAGER Approved Agenda Item for: Date 4/20/15

COMMISSION ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

Reviewed by: PW

TOWN OF LADY LAKE
BUDGET TRANSACTION FORM FY2015

TO: Town Manager

DATE: 4/7/2015

FROM: PW - Roads & Streets

TRANS NO : BT15-004

FUND	ACCOUNT	DEPT	ACCT DESCRIPTION	INCREASE	(DECREASE)
REV					
EXP					
001	4102-541-5210	R&S	Streets - General Operating		$2,300
001	4102-541-6410	R&S	Streets - Cap Equipment	$2,300	

JUSTIFICATION: Purchase of enclosed trailer for lawn equpment

Required Authorization/Approval

◉ **Town Commission Action Required**
From Fund Balance
Transfer of Budget Between Funds
Transfer of Budget Between Departments - Anything
Within Department - Capital
Increasing total revenue and expenditure bottom-line budget

TOWN COMMISSION ACTION:
☐ Approved
☐ Disapproved DATE: _____
Agenda Item #

○ **Town Manager**
Transfer of Budget Within Department
- Operating & Personal Services

○ **Department Heads**
Transfer of Budget Within Operating
- Not Capital or Personal Services
- With Town Manager Approval

4/9/15
Department Head Signature and Date

Town Manager Signature and Date

Finance Dept. Action:
☐ **Amendatory Required**
☐ Disapproved
☐ Approved
Finance Director Date
DATA ENTRY ACTION:
Accounting Period: _____
Posted by: _____
Data Entry Date: _____

A+ Trailers & Fabrication, Inc
162 SE Industrial Park Circle
Mayo, Fl 32066
(386) 294-3383

Estimate

Number: E189

Date: April 06, 2015

Bill To:
Ted
Town of Lady Lake
1352-751-1531 phone
1 352-751-1532 fax

Ship To:

Dealer/Public	Card/ Check #	Customer #	Service Rep	Tax Number

Description	Quantity/Hours	Price/Rate	Tax	Amount
8 1/2 x 14 Tandem		4,471.00		4,471.00
5200# Axle				
36" Side door				
7 1/2 ft interior				
Rear Ramp				

This trailer will take about 4-6 weeks to build, please make sure to give enough notice.

Thanks

Sub-Total	$4,471.00
State Tax 7.00% on 0.00	0.00
Total	$4,471.00

911 Pro Trailers

407-321-4911

Ted Williams

From: Brian Robison [brian.robison@allprotrailers.com]
Sent: Monday, April 06, 2015 12:52 PM
To: Ted Williams
Subject: RE: Quote for enclosed trailer

Hello Ted,
7x14 flat front, tandem 5200# axles, upgrade main frame rails from 4" to 6", 36" side door with piano style hinge-RV latch & bar lock, medium duty rear ramp door with fold out flap, 7' 5" tall inside (gives 7' tall at the rear door opening), .030 gauge exterior skin ILO .024 gauge, triple tube tongue, 2 5/16 ball coupler.
$ 4612.00

Thanks,
Brian Robison
407-321-4911

From: Ted Williams [mailto:twilliams@LadyLakePW.org]
Sent: Monday, April 06, 2015 11:43 AM
To: Debbie Robison
Subject: FW: Quote for enclosed trailer

From: Ted Williams
Sent: Monday, April 06, 2015 11:38 AM
To: 'debbie.robisn@allprotrailers.com'
Subject: Quote for enclosed trailer

Would you send me quote on a 14' enclosed trailer with 5200# tandem axle,36"side door,rear ramp,and 7'.5"interior .

Fruitland Park Trailers LLC

2461 S US Hwy 441/27

Fruitland Park, FL 34731

Office:352-728-4380

Fax:352-787-1502

Salesman	
Brittani	
Client Info	
Name:	Ted William
Address:	
	twilliam@ladylakepw.o
Phone:	352-751-15

Qty	Description	Price	Total
1	8 ½ x 14TA	$4,558.10	$4,558.10
	5200lb Axles		$0.00
	36" Side Door		$0.00
	7 ½ Interior		$0.00
	White /Ramp		$0.00
		Grand Total	$4,558.10

Options

Qty	Description	Price	Total	Qty	Description	Price
			$0.00			
			$0.00			
			$0.00			
			$0.00			
			$0.00			
			$0.00			
			$0.00			
			$0.00			
			$0.00			
			$0.00			
			$0.00			
			$0.00			
			$0.00			

Section 1 Total	$4,558.10
Options Total	$0.00
Taxable Total	$0.00

Grand Total $4,701.00

Non Taxable	
Freight	$137.40
EPA	$5.50
Total	$142.90

Tax	$0.00
Nontaxable Total	$4,701.00
Grand Total	$4,701.00

Total	$14

H-8

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 20, 2015

SUBJECT: Consideration of the Lake County Supervisor of Elections' Requests to Use the Lady Lake Library as an Early Voting Site on Oct. 19th-24th & Oct. 25th-31st, 2015 and to Use the Community Building as a Polling Place for Precinct #11 for the Special Election on Nov. 3rd, 2015

DEPARTMENT: Clerk's Office

STAFF RECOMMENDED MOTION: Approve the Lake County Supervisor of Elections' Requests to Use the Lady Lake Library as an Early Voting Site on Oct. 19th-24th & Oct. 25th & 31st, 2015 and to Use the Community Building as a Polling Place for Precinct #11 for the Special Election on Tuesday, November 3, 2015.

SUMMARY: The Lake County Supervisor of Elections is requesting to utilize the Lady Lake Library as an early voting polling place for the special election on Oct. 19th-24th & Oct. 25th-31st, 2015; and to also utilize the Town's Community Building as a polling place for Precinct #11 for the special election on Tuesday, November 3, 2015.

FISCAL IMPACT: N/A

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[X] Other/Memorandum of Agreements

[ ] Support Documents

DEPARTMENT HEAD KK	**Submitted**	**Date**
HR	**Approved as to Form**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER KL	**Approved Agenda Item for:** 4/20/15	**Date** 4/8/15

COMMISSION ACTION:

[ ] Approved as Recommended **[ ] Disapproved** **[ ] Tabled Indefinitely**

[ ] Continued to Date Certain **[ ] Approved with Modification**

Memorandum of Agreement for Early Voting Site

2015 ELECTION YEAR

The Owner (Occupant) agrees to provide an Early Voting polling place for the Special election. Dates and hours are as follows:

Special Election:	Oct 19 – Oct 24, 2015	Mon - Sat	9:00 am – 5:00 pm
	Oct 25– Oct 31, 2015	Sun - Sat	10:00 am – 6:00 pm

Early Voting Site: Lady Lake Public Library, 225 W. Guava Street, Lady Lake

POLLING PLACE TELEPHONE NUMBER: (352) 753-2957

To the extent sovereign immunity has been waived, the County of Lake agrees to indemnify and hold harmless the owner for any claims for bodily injury or property damage occurring on the occupied premises arising from negligent acts of the County or any of its agents or employees.

Do you have Tables and Chairs available for the election board members to use? Yes X No____

Location where voting equipment will be stored will be stored on date of delivery: _____

YOUR SPECIAL INSTRUCTIONS regarding use of building, delivery of equipment, election day, pickup of equipment and any other instructions you may have. _____

Person(s) to contact for access to building preceding early voting for delivery of voting equipment and for pickup of voting equipment.

IF POSSIBLE PROVIDE TWO CONTACT PEOPLE

Name Kristen Kollgaard	Name Nancy Slaton
Phone Number (352) 751-1545	Phone Number (352) 751-1501
Cell Number (352) 516-7018	Cell Number

24 Hour Emergency Contact Person and Cell Phone Number: Kristen Kollgaard (352) 516-7018

A KEY CAN BE OBTAINED FROM Name Marsha Brinson-Lib.Dir Phone Number 753-2957

PLEASE FILL IN ALL INFORMATION NEEDED AND RETURN IN THE ENCLOSED ENVELOPE.
PLEASE KEEP A COPY FOR YOUR RECORDS.

Signature of Owner (Occupant)

409 Fennell Blvd. Lady Lake, FL 32159

Address

(352) 751-1545

Phone Number

Supervisor of Elections 352-343-9734
elections@lakecountyfl.gov
Elections Support Center 352-383-1290
Duke Jackson 352-551-0672
tjackson@lakecountyfl.gov
Brian Sweezea 352-551-0676
bsweezea@lakecountyfl.gov

THANK YOU FOR YOUR COOPERATION

Emogene W. Stegall
Lake County Supervisor of Elections
P. O. Box 457
Tavares, FL 32778

APR 9 2015
Town of Lady Lake
Town Manager's Office

Memorandum of Agreement for Polling Places - Pct # 11

The Owner (Occupant) agrees to provide a polling place for the following election:

Received
APR 6 2015
Town of Lady Lake
Town Manager's Office

Special Election: Tuesday, November 3, 2015

At the following location: Community Bldg., 237 W. Guava St.

POLLING PLACE TELEPHONE NUMBER: (352) 753-2957

To the extent permitted by Section 768.28, Florida Statutes, the County of Lake agrees to indemnify and hold harmless the owner for any claims for bodily injury or property damage occurring on the occupied premises arising from negligent acts of the County or any of its agents or employees. Supervisor of Elections agrees to pay the amount of $_____ for the elections held at the above location.

Please send an invoice for payment to the Supervisor of Elections after each election.

CHECK SHOULD BE MADE PAYABLE TO: _____

MAILING ADDRESS: 409 Fennell Blvd. Lady Lake, FL 32159

Do you have Tables and Chairs available for the election board members to use on election day? Yes X No____

YOUR SPECIAL INSTRUCTIONS regarding use of building, delivery of equipment, election day, pickup of equipment and any other instructions you may have. _____

Person(s) to contact for access to building preceding election for delivery of voting equipment, 6:00 A.M. election day for poll workers and after the election to pick up voting equipment.

IF POSSIBLE PROVIDE TWO CONTACT PEOPLE

Name Kristen Kollgaard	Name Nancy Slaton
Phone Number (352) 751-1545	Phone Number (352) 751-1501
Cell Number (352) 516-7018	Cell Number

24 Hour Emergency Contact Person and Cell Phone Number: Kristen Kollgaard (352) 516-7018

A KEY CAN BE OBTAINED FROM Name Nancy or Julia Phone Number 751-1501

PLEASE FILL IN ALL INFORMATION AND RETURN IN THE ENCLOSED ENVELOPE. PLEASE KEEP A COPY FOR YOUR RECORDS.

_____
Signature of Owner (Occupant)

409 Fennell Blvd., Lady Lake, FL 32159
Address

(352) 751-1501
Phone Number

Supervisor of Elections 352-343-9734
elections@lakecountyfl.gov
Elections Support Center 352-383-1290
Duke Jackson 352-551-0672
tjackson@lakecountyfl.gov
Brian Sweezea 352-551-0676
bsweezea@lakecountyfl.gov

THANK YOU FOR YOUR COOPERATION
Emogene W. Stegall
Lake County Supervisor of Elections
P.O. Box 457
Tavares FL 32778

TOWN COMMISSION AGENDA ITEM

H-9

REQUESTED COMMISSION MEETING DATE: April 20, 2015

SUBJECT: FOP Contract 2014-2017

DEPARTMENT: Human Resources

STAFF RECOMMENDED MOTION: Approval of the 2014-2017 FOP Contract between the Town of Lady Lake and the Fraternal Order of Police.

SUMMARY: The Town received notification of ratification on April 9, 2015.

Article 6(Grievance Procedure)-The Town agrees to pay for training for members of the Citizens Review Board per article 6. Any training provided will be approved by the FOP and the Town.

Article 12 (Hours of Work, Overtime and Compensatory Time) - The Town agrees to allow for the changing of biweekly schedules from 86 hours to 84 hours. This allows for four 9 hour days of quarterly training per year.

Article 14 (Wages) - Staff recommends date changes in accord with previous contracts. Bargaining unit members will be given the same increases as other Town Staff upon commission approval.

Article 31(Duration, Modification and Termination)-This contract will be effective until September 30, 2017.

FISCAL IMPACT: $0

[ ] **Capital Budget**
[ ] **Operating**
[ ] **Other**

ATTACHMENTS: [ ] **Ordinance** [ ] **Resolution** [ ] **Budget Resolution**

[X] **Article 5** (Probationary Period), **Article 6** (Grievance Procedure), **Article 8** (Existing Rules), Article 9 **Article 12** (Hours of Work, Overtime, and Compensatory Time), Article 14 **(Wages)**, **Article 17** (PTO), **Article 31**(Duration, Modification and Termination)
[ ]

DEPARTMENT HEAD	**Submitted**	**Date** 4-9-15
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 4/20/15	**Date** 4/13/15

COMMISSION ACTION:

[ ] **Approved as Recommended** [ ] **Disapproved** [ ] **Tabled Indefinitely**

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

Town Proposal 9-11-14

T/A FOP 9-11-14

9-11-14 Town

ARTICLE 5

PROBATIONARY PERIOD

SECTION 1

The Town and the F.O.P. agree that all newly hired employees shall be subject to a probationary period of one (1) year, during which period they may be terminated or otherwise disciplined without cause.

SECTION 2

The Town shall have the right to unilaterally extend the probationary period of a newly hired employee for one (1) additional ninety (90) day period. The Town shall notify an employee of such action, in writing, prior to the expiration of his initial one (1) year probationary period.

SECTION 3

The Town shall not promote employees who are in a probationary status. ~~See article 15 section 2 reference promotion from Corporal to Sergeant.~~

SECTION 4

Disciplinary actions taken against newly hired probationary employees shall not be subject to the grievance procedure set forth in this Agreement. Any decision by the Town not to release a newly hired employee from probation shall likewise not be subject to the grievance procedure in this Agreement.

TA 4-9-15
FOP WMH
4-13-15

ARTICLE 6

GRIEVANCE PROCEDURE

A grievance within the meaning of this Agreement shall consist of disputes about interpretations and applications of particular clauses of this Agreement and about alleged violations of this Agreement. Nothing in this Agreement shall preclude discussions between employees and the Town's supervisors or managers to attempt resolution of problems in employment. Results of performance appraisals are not subject to the grievance procedure. Complaints involving allegation of discrimination or harassment are likewise not subject to the grievance procedure. When employees are relieved of duty with pay pending investigation of an alleged infraction, such action is also not subject to the grievance procedure.

Every grievance hereunder must be in writing and specify: (a) the Article and Section alleged to have been violated; (b) a full and complete response to the alleged conduct violating the Agreement; (c) the date, time and place of alleged conduct; (d) the identity of the individual(s) committing the alleged conduct; and (e) the remedy sought for the alleged violation. Failure to include all of this information in a grievance may subject the grievance to being considered null and void.

A grievance must be filed within seven (7) working days from the date of the disciplinary action taken, or, in grievances not involving disciplinary action, within five (5) working days from the date the employee could reasonably be expected to

have knowledge of the facts constituting the grievance. Failure to file a grievance within the time required shall render the grievance null and void.

For purposes of this Article, "working days" are defined as Monday through Friday. The term "filed" as used in this Article shall mean delivered and time stamped at the Office of the Chief of Police, Monday through Friday 8:00 a.m. to 5:00 p.m., excluding holidays.

All time limits for filing and further processing of grievances as provided in this Article shall be followed unless mutually extended in writing by the parties to the Agreement. Any grievance not filed or appealed in compliance with said time limits will be deemed settled and shall be foreclosed for all contractual and legal purposes. A grievance not answered within the time limits in this Article shall entitle the aggrieved employee to proceed to the next step.

The aggrieved employee may request representation by the Union at any meeting where disciplinary action is an issue. However, at Steps 1 and 2, the unavailability of a Union representative beyond twenty four (24) hours shall not be reason for extending any time limits of this Article. At Step 3, the unavailability of a Union representative beyond seven (7) calendar days shall not be reason for extending any time limits of this Article.

Nothing in this Agreement shall be construed to prohibit an employee if they so choose from processing their own grievance without representation by the Union where the adjustment, if any, of said grievance is not inconsistent with the terms of this Agreement. The Town will notify the union of any grievances filed where union representation is not requested. All grievances filed by an employee

shall be subject to the contractual grievance procedure provided by this Article, unless the employee elects to use the grievance procedure provided under the Town's Personnel Rules and Regulations. An employee must elect which procedure he will use when the grievance is filed, and such election shall be binding.

All grievances will be filed, investigated, presented, appealed and otherwise processed under this Article during the off-duty hours of the aggrieved employee and the off-duty hours of any Union representative(s).

The Union hereby indemnifies, defends and holds harmless the Town, its officers, officials, agents and employees against any claim, demand, suit or liability and for all legal fees and costs arising from any action taken or not taken by the Union with respect to processing or not processing grievances under this Article.

At any step of the grievance procedure, the Police Chief and/or the Town Manager may appoint a person to act on his/her behalf.

For "class action" grievances (those filed on behalf of two (2) or more employees), the grievance must include, in addition to the information otherwise required under this Article, an identification of the individuals by name on whose behalf the class action grievance is filed. No class action may be filed on matters involving discipline.

A grievance shall be processed in accordance with the following procedures:

STEP 1 The aggrieved employee shall first discuss the grievance with his or her Supervisor. The presentation of the grievance shall be documented in

71 writing. The Supervisor shall attempt to adjust the matter and/or respond to the
72 officer within seven (7) working days. In the event that a grievance concerns a
73 suspension or termination from employment, the grievance shall be initiated at
74 Step 2 below.

75 STEP 2 If the grievance has not been satisfactorily resolved at STEP 1, or
76 if the grievance involves a suspension or termination and is initiated at Step 2, the
77 aggrieved employee and/or the F.O.P. representative, if so requested by the
78 employee, shall reduce the grievance to written form and present such written
79 grievance to the Chief of Police or his/her designee within seven (7) days from the
80 time the Supervisor's response was due in STEP 1, or in the case of a suspension
81 or termination, seven (7) days from the effective date of the action. The Chief of
82 Police or his/her designee may meet with the officer to discuss the grievance. The
83 Chief of Police or his/her designee shall respond, in writing, not more than fourteen
84 (14) working days from the date of receiving the grievance or the date of the
85 meeting with the employee, whichever is later.

86 STEP 3 If the grievance has not been satisfactorily resolved in STEP 2, the
87 aggrieved employee or F.O.P. may present the grievance to the Town Manager or
88 his/her designee seven (7) working days from the time the response of the Chief
89 of Police is received. The Town Manager may meet with the employee and the
90 F.O.P.'s representative, if so requested by the employee, within fourteen (14)
91 working days from the date the Town Manager receives the officer's appeal. The
92 Town Manager or his/her designee shall respond in writing to the employee within
93 fourteen (14) working days from the date of receiving the grievance, or from the

date of the meeting, whichever is later.

STEP 4 If the grievance has not been satisfactorily resolved within the grievance procedure, and it is a grievance not involving disciplinary action, the F.O.P. may request arbitration no later than ten (10) working days after the Town Manager's response is due in Step 3 of the grievance procedure, or is provided, whichever occurs first. The parties shall first attempt to mutually agree upon an independent arbitrator. If the Town and the Union fail to agree upon and select and impartial arbitrator within seven days after the F.O.P.'s request for arbitration, the F.O.P. may request the Federal Mediation and Conciliation Service to name seven (7) persons who shall be affiliated with neither the Town nor the Union, nor be employees of any Federal or State agency, to serve as an impartial arbitrator. The Town and the Union shall each alternately strike three of the persons so named and the seventh remaining person shall be the impartial arbitrator. The party bringing the arbitration shall strike the first name. Either party has the right to reject, entirely, the first panel provided by the Federal Mediation and Conciliation Service.

Unless otherwise mutually agreed by the Union and the Town, the arbitrator shall hear only one (1) grievance at a time.

The arbitrator shall have no power to add to, disregard, subtract from or modify the terms of this Agreement or any amendments hereto; establish or change any wage or wage structure; or order any change in Town practice which is in violation of the express provisions of this Agreement.

116 In the event that a transcript of a hearing before an arbitrator is prepared,
117 the party ordering the transcript shall pay the cost thereof. In the event more than
118 one party desires a copy of the transcript, the cost of said transcript will be paid in
119 proportion to the number of parties requesting the transcript. Neither the Union
120 nor the aggrieved employee or anyone acting on his behalf shall attempt to avoid
121 the cost of a transcript by requesting a copy of the transcript pursuant to the Public
122 Records Act, or otherwise.

123 Arbitrator's fees and expenses will be paid by the losing party as defined by
124 the arbitrator.

125 In the event an employee rather than the Union elects to invoke arbitration,
126 the employee shall deposit in the Registry of the Clerk of the Court for Lake County
127 an amount of money estimated by the arbitrator to be sufficient to cover the
128 arbitrator's fees and expenses. Such deposit shall be a minimum of $2500 and
129 will be promptly forwarded to the arbitrator upon presentation of a bill for such
130 services following the rendering of the arbitrator's decision.

131 Unless mutually agreed otherwise by the parties, the arbitrator shall render
132 a written decision and opinion to the parties as soon as practicable, but in no event
133 after thirty (30) calendar days from the submission of post-hearing briefs, if any, or
134 within thirty (30) days of the close of the hearing if no briefs are to be submitted.

135 The decision of the arbitrator is final and binding on all parties to the
136 arbitration and the grievance shall be considered resolved, except to the extent
137 that the arbitrator's award is in violation of the provisions of this contract or the
138 Florida Arbitration Act, or is not supported by competent, substantial evidence.

The arbitrator shall not construe this Agreement in any way which supersedes or preempts applicable laws, ordinances, statutes, or the Town of Lady Lake.

For grievances involving disciplinary matters, if the matter has not been satisfactorily resolved at Step 3 of this grievance procedure, the FOP or the employee may make a written request to the Mayor of the Town Commission within five (5) days after receipt of the Town's Manager's response to the grievance at Step 3, to have the disciplinary matter heard by a Citizens Review Board (CRB). Upon receipt of the request, the Town Mayor and FOP shall within three (3) days meet and select a Citizens Review Board to hear the disciplinary matter. The Citizens Review Board chosen to hear the grievance shall consist of five individuals randomly selected from a Citizens Review Board Panel. The Citizens Review Board Panel shall consist of citizens of the Town of Lady Lake who make written application to be members of the Citizens Review Board Panel and are selected and approved for membership by the FOP and appointed by the Town Commission. Members of the Citizens Review Board Panel must be and have been citizens of the Town of Lady Lake for at least one (1) full calendar year prior to their application for Panel membership. The Town and the FOP may jointly agree to other minimum qualifications for Panel membership. Any costs relating to the Citizens Review Board (i.e., advertising, training, etc.), shall be the sole responsibility of the Town of Lady Lake. Any training provided to the Citizens Review Board shall be approved by the FOP and the Town. Upon receipt in the Clerk's Office copies off all applications must be forwarded to the FOP president

161 via interoffice mail. The criteria for membership on the Citizens Review Board
162 Panel shall be as follows:
163 (1) A CRB Panel member must be a citizen of the Town of Lady Lake for at least
164 one (1) full calendar year prior to their application for panel membership;
165 (2) A CRB Panel member must have no criminal record (an arrest will not
166 automatically exclude membership but will be considered depending upon the
167 circumstances of the arrest);
168 (3) A CRB Panel member cannot be a current or former paid employee of the Town
169 of Lady Lake; and
170 (4) A CRB Panel member cannot be related to a Town employee as this term is
171 defined in Article 27 of this agreement.
172 The FOP and the Town shall mutually agree, within 30 days after ratification of
173 this Agreement, upon the rules of procedure to be followed by the Citizens Review
174 Panel when hearing a grievance appeal. The FOP is to establish specific
175 arbitration criteria to be utilized by the CRB and adopted by the Town Commission
176 as set forth in Town Ordinance Ord. No. 2006-76, § 1, 11-16-06. In the event a
177 procedure is not adopted the Commission; the Citizens Review Panel will follow
178 the rules of procedure applicable to administrative hearings pursuant to Section
179 120.57 (1), Florida Statutes. The Chair of the Citizens Review Panel shall have
180 the ability to deviate from the requirements of Section 120.57 (1), Florida Statutes
181 where appropriate.
182 The five member Citizens Review Board chosen to hear any disciplinary
183 grievance shall convene, hear and decide the grievance no later than forty five (45)

184 days from the date the Board is selected. The Citizens Review Board has the
185 authority to agree, disagree or modify the disciplinary action taken by the Town.
186 The decision of the Citizens Review Board shall be final and binding.
187

T/A FOP
WAH 9-18-14
9-11-14/T/A

ARTICLE 8

EXISTING RULES

SECTION 1

All sections of the Town's Personnel Rules and Regulation and the Police Department's Police Procedural Manual ~~Standard Operating Procedures (SOP)~~, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Rules, Regulations, or Procedures and the Agreement, in which case this Agreement shall apply. Rule and regulations shall be formulated and implemented by the Town and/or the Department as deemed necessary for the operation of the Department.

SECTION 2

The formulation of policies, rules and regulations shall be within the sole authority of the Town, however, the Town agrees to review the policies, rules and regulations governing police department employees annually with a committee consisting of the Chief of Police or designee and no more than two (2) members of the F.O.P. Bargaining Unit selected by F.O.P. members. The function of the committee is for review purposes only, and this provision shall not be construed to grant authority to the committee to approve, deny or modify said policies, rules and regulations. Furthermore, implementation of the policies, rules and regulations shall not be contingent upon the Committee's review. A date for the annual review will be mutually selected by the Town and F.O.P. Bargaining Unit.

Article 9

TA Fopa MA
9-11-14
9-11-14 TIA

lead to disciplinary action, demotion or dismissal). The provisions of Chapter 112, Part VI, Florida Statutes, Law Enforcement Officer's Bill of Rights and those rights shall be supplemental to the grievance procedures contained herein. All law enforcement officers shall be advised of their Garrity warning prior to making any statements. A form will be signed by the law enforcement officer indicating that he/she has read and understands this provision.

SECTION 4

Where an anonymous or unsigned complaint against a bargaining unit member is made by someone outside of the Department, the Chief of Police may initiate an internal investigation of such complaint where it involves allegations of criminal conduct or serious policy violations.

SECTION 5

All complaints against an employee shall be concluded by either a finding that the complaint against the employee is ~~sustained, not sustained, unfounded, or exonerated.~~ unfounded, exonerated, not sustained, sustained: no formal discipline, sustained: discipline, or policy review.

SECTION 6

No dismissal, demotion, transfer, reassignment, or other personnel action which might result in the loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any employee unless such employee is notified of the nature of the action prior to the action becoming effective. No employee shall be

T/A 4-9-15
FOP WMH.
4-19-15

ARTICLE 12

HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME

SECTION 1

The workweek shall be under one of the following shift options:

A - 5 Days / 8 hours a day - 40- hour work week (8 hour accruals)

B - 4 Days / 10 hours a day - 40- hour work week (8 hour accruals)

C - 12 hour Shifts / ~~86~~ 84 hour bi-weekly work schedule (12 hour accruals) - ~~including two (2) hours reserved for in-service training.~~

D - 42 hours per week/84 hour bi-weekly work schedule (12 hour accruals)

Overtime is calculated and paid when an employee works beyond the 84 ~~86~~-hour biweekly work schedule.

E. There will be 36 hours (4 days at 9 hours each) available annually for In Service Training (IST). The training shall be provided and scheduled in quarterly training days.

SECTION 2

No regularly scheduled workday shall be canceled for the sole purpose of avoiding overtime pay, excluding the employee's request for a scheduled day off. There will be no flexing of hours to avoid the payment of overtime unless requested by the member and approved by the Chief of Police. All training shall be pre-approved by the chief or his designee and conducted during the members 84 hour biweekly work schedule.

SECTION 3

Shift bid selection for sworn patrol officers in the patrol division shall be submitted thirty (30) days in advance and will cover a ~~four month~~ one year period starting in the first pay

period in January. There will be a mandatory rotation of the shift selected every four months until shift bids are conducted once again in December. Twenty (20) days prior to each shift assignment a shift roster shall be posted. Shift selection approved by the Chief of Police shall be based on seniority and shall be granted when operationally possible. Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by the Town which entitles them to certain considerations and preferences as provided for in this agreement with the exception of approved leaves of absences as provided in the Lady Lake Police Procedural Manual. However, seniority as it relates to layoffs is outlined in the Layoffs and Seniority Article of this agreement.

Along with the shift selection ballot, thirty (30) days prior to shift assignments or at anytime within the four month period, any patrol officer requesting a specific shift and/or days off, shall submit in writing, the reason for his/her selection through the Office of the Chief. The criteria for shift selection shall be limited to the following in order of importance; Operational necessity, seniority, education and family needs. When deemed operationally necessary, the Chief of Police or his designee shall reassign any officer(s) to any shift(s) without grievance. The Chief or his designee shall notify the officer(s) of their reassignment five (5) days in advance or as soon operationally possible.

Officers assigned to specialized functions (i.e. Villages detail, CID, K9, Motorcycle Unit, ~~Staff~~ Administrative Sergeant shall not be affected by this section and shall not be required to submit a bid selection unless reassigned to the Patrol division, at which time, the provisions for shift selections set forth within this article shall be applied.

The Chief of Police shall reserve the right to alter the provisions of this article when situations arise that could create a negative impact within the organization such as conflicts of interest, workplace diversity, nepotism, or other serious personnel issues. The Chief of Police or his designee shall meet and confer with the President of the FOP or his designee should any member of the Department directly effected by any alteration of this provision request such a meeting. It is agreed that with regard to members who are negatively affected due to the above (conflicts, nepotism, etc.) the member with the least seniority, when appropriate, should be considered first for the involuntary transfer.

~~Officers who have served for two (2) full consecutive shifts of eight (8) months on the same shift will be required to rotate and/or be reassigned to another shift unless the Officer makes a request to remain on the same shift. This request shall be made through the Chief of Police and shall be granted when operationally possible. This shall not apply to Officers who were previously moved from one shift to another due to operational necessity prior to a regularly scheduled shift bid.~~

SECTION 4

(1) Employees may accrue compensatory time up to ~~40~~ 48 hours for all overtime hours worked, at the discretion of the Chief of Police. Compensatory time must be scheduled and taken with the approval of the Chief of Police or his designee. Comp time accrued after the ~~40~~ 48 hour maximum will be paid out to the employee.

(2) Compensatory time may also be accrued for any excess overtime worked during any recall or court appearance if the maximum number of compensatory hours is not exceeded.

(3) Employees, including Investigators, may receive compensatory time off in lieu of pay for overtime hours worked when sufficient funds are not available to the town for payment of overtime.

(4) Compensatory time accrued by employees as of the effective date of this agreement shall carry forward.

SECTION 5

(1) Holidays shall be considered as time worked for the purpose of calculating overtime. Vacation time that is pre-approved in accordance with Article 17, Section 3 shall be considered as time worked for the purpose of calculating overtime. All other non-working time (including personal day) shall not be considered as time worked for the purpose of calculating overtime.

(2) As provided in Article II, whenever an employee is recalled from annual leave or compensatory leave, those leave hours will be included as hours worked in overtime calculations only.

SECTION 6

Any employee who is recalled to duty after having left for the day; or who is called in on a regularly scheduled day off, i.e., annual leave day; or who is called in more than two (2) hours prior to the start of his regularly scheduled tour of duty, shall receive pay for two (2) hours or the actual time worked (excluding travel time), whichever is greater. This provision shall not apply in those instances where the bargaining unit member in called back to work to rectify his/her own error or omission which cannot wait until the bargaining unit member's next shift. In such instances, the bargaining unit member shall be compensated for the hours worked at straight time.

T/A 4-9-15
FOP WMH.

ARTICLE 14

WAGES

4/13/15

SECTION 1

There will be no wage increases to base pay for the period October 1, ~~2012~~ 2014 through September 30, ~~2013~~2017 unless an increase is approved by the Town Commission for all employees. In that event, all unit members employed on October 1st of the previous year ~~10/01/2012~~ will receive the same percentage increase to base pay based on the same criteria set forth and established for other Town employees; an employee hired after October 1st ~~10/01/2012~~ will receive a prorated increase based on length of service from October 1st of the previous year ~~10/01/2012~~ ~~2014~~ through September 30th of the current year ~~09/30/2013.~~ All future increases, if any, will be subject to negotiations by the parties.

Article 17

T/A FOP WMT 9-11-14

T/A Town 9-11-14

B. Employees must give fourteen (14) days notice to take annual leave. The supervisor has the discretion to eliminate this notice requirement provided the requested leave does not cause a shortage below minimum personnel staffing.

SECTION 4

ACCRUAL

A. An employee may carry over PTO from one year to the next as shown in Section 1.

B. An employee may be paid for earned PTO in the following instances:

1. Separation
2. Each fiscal year an employee may sell back up to ~~86~~ 84 hours annually of accrued PTO provided they meet the following criteria annually:
   a. The employee must take a minimum of 48 hours of PTO from ~~October~~ September to August.
   b. The employee must not have four (4) or more call ins or other non-preapproved leave from ~~10/1-9/30~~ 09/01-08/31. If the 4th call in occurs in September the employee will be ineligible to participate in the buyback program the following year.

SECTION 5

PAYMENT FOR UNUSED PTO

T/A 4-9-15
FOP WM.H.
4-13-15

ARTICLE 31

DURATION, MODIFICATION AND TERMINATION

This agreement shall be effective for the period of October 1, 2014 ~~2011~~ to September 30, 2017 ~~2014~~. ~~On or before April 1, 2013 (for fiscal year 2013-2014), and again on or before April 1, 2014 (for fiscal year 2014-2015), either party hereto may notify the other, in writing, of its intent to modify, or amend this agreement. The parties agree that each year any modification or amendment to this agreement will be limited to wages (article 14) and one (1) other article for each party.~~ Upon expiration of this Agreement, there will be no changes in wages until the parties have reached agreement on a new contract or until the statutory impasse procedures have been exhausted.

SIGNED this _____ day of _____, 2015 ~~2013~~

TOWN:	FRATERNAL ORDER OF POLICE:
_____	_____
Mayor	State F.O.P. Representative
_____	_____
Town Manager	Lady Lake F.O.P. President
_____	
Town Clerk	

H-10

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 20th, 2015

SUBJECT: Consideration of Acceptance of Continuing Engineering Services Professional Services Agreements and Fee Schedules Resulting from RFQ No. 2015-001

DEPARTMENT: Public Works

STAFF RECOMMENDED MOTION: Approve the Professional Service Agreements and Fee Schedules for Use as Continuing Engineering Services for the Town of Lady Lake

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SUMMARY: RFQ No. 2015-001 was publicly advertised as a Request for Qualifications for Continuing Engineering Services with a submittal date of February 18th, 2015. Nine submittals were received by the Clerk's Office. A five member Selection Committee then reviewed and graded the submittals. The Selection Committee then chose five firms to negotiate agreements with. These five firms will serve as Town Engineer's of various projects for the Town of Lady Lake on an as needed basis. The contracts have been reviewed and approved by the Town Attorney.

FISCAL IMPACT: None

[ ] Capital Budget
[ ] Operating
[X] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[ ] Other

[X] Support Documents – Signed Professional Services Agreements and Fee Schedules.

DEPARTMENT HEAD **Submitted** **Date: 04/09/15**

FINANCE DEPARTMENT **Approved as to Budget Requirements** **Date**

TOWN MANAGER **Approved Agenda Item for:** 4/20/15 **Date** 4/14/15

COMMISSION ACTION:

[ ] Approved as Recommended **[ ] Disapproved** **[ ] Tabled Indefinitely**

[ ] Continued to Date Certain **[ ] Approved with Modification**

MINUTES OF THE
TOWN OF LADY LAKE
RFQ NO. 2015-0001
SELECTION COMMITTEE MEETING
LADY LAKE, FLORIDA
March 4, 2015

The RFQ No. 2015-0001 Selection Committee Meeting was held in the Town Hall Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida. The meeting was scheduled for 10:00 a.m.

COMMITTEE MEMBERS PRESENT: C.T. Eagle, Public Works Director; Kris Kollgaard, Town Manager; Mike Burske, Parks and Recreation Director; Thad Carroll, Growth Management Director; and Pam Winegardner, Assistant Finance Director

Others Present: Nancy Slaton, Deputy Town Clerk

CALL TO ORDER: Public Works Director C.T. Eagle called the meeting to order at 10:00 a.m.

Each committee member read his/her total scoring for the elements listed under the evaluation criteria for the nine firms submitting responses to the RFQ. The scoring results are shown in the tables below:

C.T. Eagle:

Firm Name	Mandatory Elements 0-25	Ability of Personnel 0-25	Experience 0-25	Ability to Furnish Required Services 0-25	Total Points
Littlejohn	25	25	25	15	90
Ash Group Inc.	25	25	20	15	85
BESH	25	25	25	20	95
Neel-Schaffer	25	25	25	20	95
Mittauer & Associates	25	25	25	25	100
Lunz, Prebor & Fowler	25	20	15	15	75
Kimley-Horn	25	25	25	20	90
CPH	25	25	20	20	90
GLE	25	20	15	15	75

Pam Winegardner:

Firm Name	Mandatory Elements 0-25	Ability of Personnel 0-25	Experience 0-25	Ability to Furnish Required Services 0-25	Total Points
Littlejohn	25	25	25	23	98
Ash Group Inc.	25	25	25	25	100

BESH	25	25	25	22	97
Neel-Schaffer	25	25	25	22	97
Mittauer & Associates	25	25	25	23	98
Lunz, Prebor & Fowler	25	25	25	22	97
Kimley-Horn	25	25	25	22	97
CPH	25	25	25	23	98
GLE	25	25	25	23	98

Mike Burske:

Firm Name	Mandatory Elements 0-25	Ability of Personnel 0-25	Experience 0-25	Ability to Furnish Required Services 0-25	Total Points
Littlejohn	25	23	22	22	92
Ash Group Inc.	25	20	20	20	85
BESH	25	18	18	18	69
Neel-Schaffer	25	25	24	23	97
Mittauer & Associates	25	25	24	19	93
Lunz, Prebor & Fowler	25	23	24	22	94
Kimley-Horn	25	25	24	21	95
CPH	25	23	23	22	93
GLE	25	17	20	18	80

Kris Kollgaard:

Firm Name	Mandatory Elements 0-25	Ability of Personnel 0-25	Experience 0-25	Ability to Furnish Required Services 0-25	Total Points
Littlejohn	25	25	16	25	91
Ash Group Inc.	25	25	16	25	91
BESH	25	25	25	25	100
Neel-Schaffer	25	25	16	25	91
Mittauer & Associates	25	25	25	25	100
Lunz, Prebor & Fowler	25	25	16	20	86
Kimley-Horn	25	25	16	20	86
CPH	25	25	25	25	100
GLE	25	25	16	20	86

Thad Carroll:

Firm Name	Mandatory Elements 0-25	Ability of Personnel 0-25	Experience 0-25	Ability to Furnish Required Services 0-25	Total Points
Littlejohn	25	25	20	20	90

DRAFT

Ash Group Inc.	25	25	15	25	90
BESH	25	23	23	24	95
Neel-Schaffer	25	24	20	25	94
Mittauer & Associates	25	23	25	25	98
Lunz, Prebor & Fowler	25	20	10	10	65
Kimley-Horn	25	24	20	23	92
CPH	25	25	23	25	98
GLE	25	25	15	15	80

Town Manager Kris Kollgaard totaled the selection committee members' scores, as did the Deputy Town Clerk, for the submitting firms. The scores were confirmed and the firms were ranked as follows:

Firm	Total Score	Ranking
Mittauer & Associates	489	1
CPH	479	2
Neel-Schaffer	474	3
Kimley-Horn	465	4
Littlejohn	461	5
BESH	456	6
ASH Group Inc.	451	7
GLE	419	8
Lunz, Prebor & Fowler	417	9

Mr. Eagle thanked the selection committee members for their assistance in this process. He suggested choosing the top five ranked firms to continue negotiations for this RFQ.

Ms. Kollgaard agreed that picking the top five ranked firms would be the best method and that presentations were not necessary. She asked that everyone turn in their evaluation criteria scoring sheets to the Deputy Town Clerk.

ADJOURN:

With no further business or discussion, Mr. Eagle adjourned the meeting at 10:23 a.m.

Nancy Slaton

Nancy Slaton, Deputy Town Clerk

C.T. Eagle, Public Works Director

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") made this ___ day of _____, _____ by and between **the Town of Lady Lake,** having an address of **409 Fennell Boulevard, Lady Lake, Florida 32159,** hereinafter called "TOWN," and **Mittauer & Associates, Inc.** having an address of **580-1 Wells Road, Orange Park, Florida 32073**, hereinafter called "PROVIDER."

WITNESSETH

For and in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION A - SERVICES

PROVIDER shall furnish services to the TOWN as follows: **Services as needed.**

SECTION B - COMPENSATION FOR SERVICES

1. PROVIDER shall be compensated for services as follows: ***According to attached fee schedule Exhibit "A".***

2. Monthly, PROVIDER will invoice TOWN for all services rendered during the previous month. Invoices will be due within 30 days after receipt. PROVIDER may not charge interest on invoices unless the invoice is outstanding at least 60 days, at which time, the interest shall not exceed 1 % per month, commencing 60 days after date of invoice.

3. PROVIDER shall provide to TOWN or TOWN'S authorized representatives, access to any books, documents, papers, and records of the PROVIDER which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. PROVIDER shall retain records relating to this Agreement for three years after TOWN makes final payment and all other pending matters are closed.

4. PROVIDER shall provide notification and a new Fee Schedule to the TOWN CLERK'S OFFICE of any price increases by January 31st of each year.

SECTION C - TERMS AND CONDITIONS

1. **Permit Assistance:** To the extent applicable, TOWN shall assist PROVIDER in obtaining all necessary governmental permits and/or approvals required for the performance of the Services. PROVIDER shall comply with existing ordinances and rules of the municipality, if any, where the work is done, and shall comply with all County, State, and Federal laws pertaining to PROVIDER's work. PROVIDER shall also comply with all governmental safety statutes, ordinances, rules, and regulations applicable to the performance of such services

2. **Insurance:** PROVIDER shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 Combined Single Limits, or to the extent and in such amounts as

required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by PROVIDER as required herein shall be considered, and PROVIDER agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by PROVIDER as required herein.

Nothing herein shall be construed to extend the TOWN's liability beyond that provided in section 768.28, Florida Statutes.

3. **Indemnity**: PROVIDER shall defend, indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROVIDER and other persons employed or utilized by the PROVIDER in the performance of the contract.

   Nothing herein shall be construed to extend the TOWN's liability beyond that provided in section 768.28, Florida Statutes.

4. **Background Checks:** The PROVIDER agrees that PROVIDER'S employee(s) will routinely be on site at TOWN facilities for the term of this agreement. THE TOWN requires PROVIDER to provide its company policies regarding drug-free workplace and workplace harassment and violence to the TOWN that are at least as stringent as those of the TOWN, and to provide documentation that PROVIDER'S employee(s) are trained in these areas of employment law upon employment and at least every other year following date of hire. Documentation should bear the typewritten name and handwritten signature of said employee(s) as verification that they understand and will abide by Florida Drug-Free Workplace, workplace harassment and violence prevention policies that are at least as stringent as those of the TOWN.

   PROVIDER agrees to provide the TOWN with FCIC/NCIC criminal background reports on each of its employees or potential employees who may be assigned to perform services on THE TOWN property. Such background checks must be performed by PROVIDER and provided to the TOWN for approval **prior to** assigning any employee to perform services on TOWN property. The TOWN retains the right to refuse any PROVIDER employee or prospective employee on the basis of criminal background results.

5. **Standard of Care:** The Services shall be conducted by PROVIDER consistent with that level of care and skill ordinarily exercised by providers in the same locale acting under similar circumstances and conditions.

6. **Deliverables:** All deliverables, including, but not limited to, any and all reports, drawings, plans, designs, and specifications prepared by PROVIDER hereunder shall become TOWN property upon final payment for PROVIDER'S Services. PROVIDER shall retain copies of all deliverables.

7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.

8. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Irrespective of which party terminates or the cause therefore, TOWN shall, within thirty (30) days of termination, compensate PROVIDER for services provided up to the time of termination.

9. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. This Agreement may be amended only by written instrument signed by each party.

10. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.

11. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between TOWN and PROVIDER shall survive the completion of Services hereunder and the termination of this Agreement.

12. **Governing Law**: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first above written.

TOWN OF LADY LAKE:

By: _____

Kristen Kollgaard, Town Manager

PROVIDER:

By: _____

Name: Joseph A. Mittauer, P.E.

Title: President

MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

SCHEDULE OF HOURLY RATES

POSITION	HOURLY RATE
Principal	$180
Senior Project Director	$150
Senior Project Manager	$130
Project Manager	$110
Senior Engineer	$90
Project Engineer	$70
Senior Engineering Technician	$90
Senior Survey Technician	$80
Engineering Technician	$70
CAD or Survey Technician	$50
Project Assistant	$70
Resident Field Representative - (part time)	$76
Resident Field Representative - (full time)	$65
Administrative Assistant	$50
Secretary	$34
2-man Topo Survey Crew	$130

All rates are subject to periodic adjustment for personnel and administrative cost changes, effective October 1, 2014.

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") made this ___ day of _____, _____ by and between **the Town of Lady Lake,** having an address of **409 Fennell Boulevard, Lady Lake, Florida 32159,** hereinafter called "TOWN," and CPH, Inc. _____ having an address of 500 W. Fulton St. Sanford, FL 32771, hereinafter called "PROVIDER."

WITNESSETH

For and in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION A - SERVICES

PROVIDER shall furnish services to the TOWN as follows: _____
Services as needed.

SECTION B - COMPENSATION FOR SERVICES

1. PROVIDER shall be compensated for services as follows: ***According to attached fee schedule Exhibit "A".***

2. Monthly, PROVIDER will invoice TOWN for all services rendered during the previous month. Invoices will be due within 30 days after receipt. PROVIDER may not charge interest on invoices unless the invoice is outstanding at least 60 days, at which time, the interest shall not exceed 1 % per month, commencing 60 days after date of invoice.

3. PROVIDER shall provide to TOWN or TOWN'S authorized representatives, access to any books, documents, papers, and records of the PROVIDER which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. PROVIDER shall retain records relating to this Agreement for three years after TOWN makes final payment and all other pending matters are closed.

4. PROVIDER shall provide notification and a new Fee Schedule to the TOWN CLERK'S OFFICE of any price increases by January 31st of each year.

SECTION C - TERMS AND CONDITIONS

1. **Permit Assistance:** To the extent applicable, TOWN shall assist PROVIDER in obtaining all necessary governmental permits and/or approvals required for the performance of the Services. PROVIDER shall comply with existing ordinances and rules of the municipality, if any, where the work is done, and shall comply with all County, State, and Federal laws pertaining to PROVIDER's work. PROVIDER shall also comply with all governmental safety statutes, ordinances, rules, and regulations applicable to the performance of such services

2. **Insurance:** PROVIDER shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 Combined Single Limits, or to the extent and in such amounts as

required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by PROVIDER as required herein shall be considered, and PROVIDER agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by PROVIDER as required herein.

Nothing herein shall be construed to extend the TOWN's liability beyond that provided in section 768.28, Florida Statutes.

3. **Indemnity**: PROVIDER shall defend, indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROVIDER and other persons employed or utilized by the PROVIDER in the performance of the contract.

   Nothing herein shall be construed to extend the TOWN's liability beyond that provided in section 768.28, Florida Statutes.

4. **Background Checks:** The PROVIDER agrees that PROVIDER'S employee(s) will routinely be on site at TOWN facilities for the term of this agreement. THE TOWN requires PROVIDER to provide its company policies regarding drug-free workplace and workplace harassment and violence to the TOWN that are at least as stringent as those of the TOWN, and to provide documentation that PROVIDER'S employee(s) are trained in these areas of employment law upon employment and at least every other year following date of hire. Documentation should bear the typewritten name and handwritten signature of said employee(s) as verification that they understand and will abide by Florida Drug-Free Workplace, workplace harassment and violence prevention policies that are at least as stringent as those of the TOWN.

   PROVIDER agrees to provide the TOWN with FCIC/NCIC criminal background reports on each of its employees or potential employees who may be assigned to perform services on THE TOWN property. Such background checks must be performed by PROVIDER and provided to the TOWN for approval **prior to** assigning any employee to perform services on TOWN property. The TOWN retains the right to refuse any PROVIDER employee or prospective employee on the basis of criminal background results.

5. **Standard of Care:** The Services shall be conducted by PROVIDER consistent with that level of care and skill ordinarily exercised by providers in the same locale acting under similar circumstances and conditions.

6. **Deliverables:** All deliverables, including, but not limited to, any and all reports, drawings, plans, designs, and specifications prepared by PROVIDER hereunder shall become TOWN property upon final payment for PROVIDER'S Services. PROVIDER shall retain copies of all deliverables.

7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.

8. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Irrespective of which party terminates or the cause therefore, TOWN shall, within thirty (30) days of termination, compensate PROVIDER for services provided up to the time of termination.

9. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. This Agreement may be amended only by written instrument signed by each party.

10. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.

11. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between TOWN and PROVIDER shall survive the completion of Services hereunder and the termination of this Agreement.

12. **Governing Law**: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first above written.

TOWN OF LADY LAKE:

By: _____

Kristen Kollgaard, Town Manager

PROVIDER:

By: _____

Name: Kamran Khosravani

Title: CEO

Exhibit A

Rates & Reimbursables

CPH Standard Rates	
Category	Rate
Principal	$160
Sr. Project Manager	$150
Project Manager	$140
Professional Engineer	$130
Sr. Project Engineer	$125
Project Engineer	$115
Project Designer	$110
Principal Traffic Engineer	$150
Sr. Traffic Engineer	$135
Traffic Engineer	$115
Traffic Analyst	$105
Principal Environmental Scientist	$150
Senior Environmental Scientist	$125
Lead Environmental Scientist	$105
Environmental Scientist	$95
GIS Analyst	$105
Arborist	$125
Principal Planner	$150
Sr. Planner	$130
Planner	$100
Principal Architect	$150
Sr. Architect	$140
Senior Architectural Manager	$125
Architect	$120
Architectural Designer	$105
Architectural Coordinator	$85
Senior Structural Engineer	$150
Principal MEP Engineer	$150
MEP Project Designer	$110
MEP Design Technician	$95
Principal Landscape Architect	$150
Sr. Landscape Architect	$125
Landscape Architect	$105
Sr. Landscape Designer	$100
Landscape Designer	$85

CPH Standard Rates	
Category	Rate
Project Coordinator	$90
Sr. Design Technician	$105
Design Technician	$95
Sr. CADD Technician	$85
CADD Technician	$75
Administrative	$75
Clerical II	$60
Clerical I	$40
Senior Graphic Designer	$125
Graphic Designer	$75
Sr. Construction Manager	$120
Construction Manager	$105
Construction Field Representative II	$100
Construction Field Personnel I	$80
Principal Surveyor	$145
Sr. Professional Surveyor	$130
Professional Surveyor and Mapper	$125
Field Technician/Designer	$105
Surveyor in Training	$100
Survey Project Manager/CADD	$100
Field Crew Coordinator	$95
Survey Party Chief	$75
Survey Instrument Man	$65
Surveying Sr CADD Tech	$90
Surveying CADD Tech	$75
Survey Crew (2 Man)	$135
Survey Crew (Construction Staking - 2 Man)	$160
Survey Crew (3 Man)	$155
GPS (1 Man) / Robotics	$130
GPS (2 Man)	$165
1 Man Scanner/Laser Survey Crew	$265
2 Man Scanner/Laser Survey Crew	$290

Schedule of Reimbursable Charges

Copies (B&W)

8.5 x 11	$0.05 Each
8.5 x 14	$0.10 Each
11 x 17	$0.20 Each

Copies (Color)

8.5 x 11	$0.60 Each
8.5 x 14	$0.75 Each
11 x 17	$0.85 Each

Mylars

24 x 36	$9.00 Each
32 x 42	$13.00 Each

Plots (B&W)

11 X 17	$ 0.21 Each
12 X 18	$ 0.24 Each
15 X 21	$ 0.35 Each
34 X 22	$ 0.83 Each
24 X 36	$ 0.96 Each
30 X 42	$ 1.42 Each
36 X 48	$ 1.92 Each

Plots (Color/Bond)

24 x 36	$24.00 Each
30 x 42	$35.00 Each
36 x 48	$48.00 Each

Mileage	At Current IRS Rates
Phone	At Cost
Postage	At Cost
Outside Reimbursables	At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: January 5, 2015

cph

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") made this ___ day of _____, _____ by and between **the Town of Lady Lake,** having an address of **409 Fennell Boulevard, Lady Lake, Florida 32159,** hereinafter called "TOWN," and **Neel-Schaffer, Inc.** having an address of **2301 Lucien Way, Suite 300, Maitland, Florida 32751**, hereinafter called "PROVIDER."

WITNESSETH

For and in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION A - SERVICES

PROVIDER shall furnish services to the TOWN as follows: _____
Services as needed.

SECTION B - COMPENSATION FOR SERVICES

1. PROVIDER shall be compensated for services as follows: ***According to attached fee schedule Exhibit "A".***

2. Monthly, PROVIDER will invoice TOWN for all services rendered during the previous month. Invoices will be due within 30 days after receipt. PROVIDER may not charge interest on invoices unless the invoice is outstanding at least 60 days, at which time, the interest shall not exceed 1 % per month, commencing 60 days after date of invoice.

3. PROVIDER shall provide to TOWN or TOWN'S authorized representatives, access to any books, documents, papers, and records of the PROVIDER which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. PROVIDER shall retain records relating to this Agreement for three years after TOWN makes final payment and all other pending matters are closed.

4. PROVIDER shall provide notification and a new Fee Schedule to the TOWN CLERK'S OFFICE of any price increases by January 31st of each year.

SECTION C - TERMS AND CONDITIONS

1. **Permit Assistance:** To the extent applicable, TOWN shall assist PROVIDER in obtaining all necessary governmental permits and/or approvals required for the performance of the Services. PROVIDER shall comply with existing ordinances and rules of the municipality, if any, where the work is done, and shall comply with all County, State, and Federal laws pertaining to PROVIDER's work. PROVIDER shall also comply with all governmental safety statutes, ordinances, rules, and regulations applicable to the performance of such services

2. **Insurance:** PROVIDER shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 Combined Single Limits, or to the extent and in such amounts as

required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, for general and automobile liability coverage as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies if requested. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by PROVIDER as required herein shall be considered, and PROVIDER agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by PROVIDER as required herein.

Nothing herein shall be construed to extend the TOWN's liability beyond that provided in section 768.28, Florida Statutes.

3. **Indemnity**: PROVIDER shall defend, indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROVIDER and other persons employed or utilized by the PROVIDER in the performance of the contract.

   Nothing herein shall be construed to extend the TOWN's liability beyond that provided in section 768.28, Florida Statutes.

4. **Background Checks:** The PROVIDER agrees that PROVIDER'S employee(s) will routinely be on site at TOWN facilities for the term of this agreement. THE TOWN requires PROVIDER to provide its company policies regarding drug-free workplace and workplace harassment and violence to the TOWN that are at least as stringent as those of the TOWN, and to provide documentation that PROVIDER'S employee(s) are trained in these areas of employment law upon employment and at least every other year following date of hire. Documentation should bear the typewritten name and handwritten signature of said employee(s) as verification that they understand and will abide by Florida Drug-Free Workplace, workplace harassment and violence prevention policies that are at least as stringent as those of the TOWN.

   PROVIDER agrees to provide the TOWN with FCIC/NCIC criminal background reports on each of its employees or potential employees who may be assigned to perform services on THE TOWN property. Such background checks must be performed by PROVIDER and provided to the TOWN for approval **prior to** assigning any employee to perform services on TOWN property. The TOWN retains the right to refuse any PROVIDER employee or prospective employee on the basis of criminal background results.

5. **Standard of Care:** The Services shall be conducted by PROVIDER consistent with that level of care and skill ordinarily exercised by providers in the same locale acting under similar circumstances and conditions.

6. **Deliverables:** All deliverables, including, but not limited to, any and all reports, drawings, plans, designs, and specifications prepared by PROVIDER hereunder shall become TOWN property upon final payment for PROVIDER'S Services. PROVIDER shall retain copies of all deliverables.

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8. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Irrespective of which party terminates or the cause therefore, TOWN shall, within thirty (30) days of termination, compensate PROVIDER for services provided up to the time of termination.

9. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. This Agreement may be amended only by written instrument signed by each party.

10. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.

11. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between TOWN and PROVIDER shall survive the completion of Services hereunder and the termination of this Agreement.

12. **Governing Law**: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first above written.

TOWN OF LADY LAKE:

By: _____

Kristen Kollgaard, Town Manager

PROVIDER:

By: _____

Name: Craig M. Hanchey, P.E.

Title: Sr. Vice President

NEEL-SCHAFFER, INC. 2015 RATE SCHEDULE

TOWN OF LADY LAKE

Category	Title	Hourly Billing Rate
ENG 1	Engineer	60.00
ENG 2	Staff Engineer	75.00
ENG 3	Project Engineer	90.00
ENG 4	Senior Project Engineer	110.00
ENG 5	Project Manager	140.00
ENG 6	Senior Project Manager	155.00
ENG 7	Project Director	180.00
ENG 8	Officer	190.00
ENG 9	Division Director	200.00
ENG 10	Principal	220.00
DESIGN 1	Designer	55.00
DESIGN 2	Designer	65.00
DESIGN 3	Project Designer	80.00
DESIGN 4	Senior Project Designer	95.00
DESIGN 5	CADD Manager	110.00
TECH 1	Technician	55.00
TECH 2	Technician	65.00
TECH 3	Project Technician	80.00
TECH 4	Senior Project Technician	95.00
TECH 5	Technician Manager	110.00
ADMIN 1	Receptionist/Clerk	40.00
ADMIN 2	Admin Assistant	50.00
ADMIN 3	Admin Assistant	55.00
ADMIN 4	Admin Assistant	60.00
ADMIN 5	Admin Supervisor	65.00

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") made this 17th day of March, 2015 by and between **the Town of Lady Lake,** having an address of **409 Fennell Boulevard, Lady Lake, Florida 32159,** hereinafter called "TOWN," and Kimley-Horn and Associates, Inc. having an address of 3001 Weston Parkway, Cary, NC 27513, hereinafter called "PROVIDER."

WITNESSETH

For and in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION A - SERVICES

PROVIDER shall furnish services to the TOWN as follows: _____
Services as needed.

SECTION B - COMPENSATION FOR SERVICES

1. PROVIDER shall be compensated for services as follows: ***According to attached fee schedule Exhibit "A".***

2. Monthly, PROVIDER will invoice TOWN for all services rendered during the previous month. Invoices will be due within 30 days after receipt. PROVIDER may not charge interest on invoices unless the invoice is outstanding at least 60 days, at which time, the interest shall not exceed 1 % per month, commencing 60 days after date of invoice.

3. PROVIDER shall provide to TOWN or TOWN'S authorized representatives, access to any books, documents, papers, and records of the PROVIDER which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. PROVIDER shall retain records relating to this Agreement for three years after TOWN makes final payment and all other pending matters are closed.

4. PROVIDER shall provide notification and a new Fee Schedule to the TOWN CLERK'S OFFICE of any price increases by January 31st of each year.

SECTION C - TERMS AND CONDITIONS

1. **Permit Assistance:** To the extent applicable, TOWN shall assist PROVIDER in obtaining all necessary governmental permits and/or approvals required for the performance of the Services. PROVIDER shall comply with existing ordinances and rules of the municipality, if any, where the work is done, and shall comply with all County, State, and Federal laws pertaining to PROVIDER's work. PROVIDER shall also comply with all governmental safety statutes, ordinances, rules, and regulations applicable to the performance of such services

2. **Insurance:** PROVIDER shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 Combined Single Limits, or to the extent and in such amounts as

required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a named, additional insured, as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by PROVIDER as required herein shall be considered, and PROVIDER agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by PROVIDER as required herein.

Nothing herein shall be construed to extend the TOWN's liability beyond that provided in section 768.28, Florida Statutes.

3. **Indemnity**: PROVIDER shall defend, indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROVIDER and other persons employed or utilized by the PROVIDER in the performance of the contract.

   Nothing herein shall be construed to extend the TOWN's liability beyond that provided in section 768.28, Florida Statutes.

4. **Background Checks:** The PROVIDER agrees that PROVIDER'S employee(s) will routinely be on site at TOWN facilities for the term of this agreement. THE TOWN requires PROVIDER to provide its company policies regarding drug-free workplace and workplace harassment and violence to the TOWN that are at least as stringent as those of the TOWN, and to provide documentation that PROVIDER'S employee(s) are trained in these areas of employment law upon employment and at least every other year following date of hire. Documentation should bear the typewritten name and handwritten signature of said employee(s) as verification that they understand and will abide by Florida Drug-Free Workplace, workplace harassment and violence prevention policies that are at least as stringent as those of the TOWN.

   PROVIDER agrees to provide the TOWN with FCIC/NCIC criminal background reports on each of its employees or potential employees who may be assigned to perform services on THE TOWN property. Such background checks must be performed by PROVIDER and provided to the TOWN for approval **prior to** assigning any employee to perform services on TOWN property. The TOWN retains the right to refuse any PROVIDER employee or prospective employee on the basis of criminal background results.

5. **Standard of Care:** The Services shall be conducted by PROVIDER consistent with that level of care and skill ordinarily exercised by providers in the same locale acting under similar circumstances and conditions.

6. **Deliverables:** All deliverables, including, but not limited to, any and all reports, drawings, plans, designs, and specifications prepared by PROVIDER hereunder shall become TOWN property upon final payment for PROVIDER'S Services. PROVIDER shall retain copies of all deliverables.

7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.

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IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first above written.

TOWN OF LADY LAKE:

By: _____

Kristen Kollgaard, Town Manager

PROVIDER:

By: _____

Name: Richard V. Busche, P.E., CFM

Title: Vice President

03-17-2015

Kimley»Horn

EXHIBIT A

KIMLEY-HORN AND ASSOCIATES, INC.

2015 BILLING RATE SCHEDULE
(Subject to change annually on July 1)

Category	Hourly Rate
Principal Engineer	$190.00 - $230.00
Senior Professional	$135.00 - $190.00
Professional	$95.00 - $135.00
Senior Technical Support	$80.00 - $120.00
Technical Support	$60.00 - $90.00
Support Staff	$50.00 - $70.00

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") made this ___ day of _____, _____ by and between **the Town of Lady Lake,** having an address of **409 Fennell Boulevard, Lady Lake, Florida 32159,** hereinafter called "TOWN," and Littlejohn Eng. Assoc. having an address of 1615 Edgewater Drive, Suite 180 Orlando, FL 32804 hereinafter called "PROVIDER."

WITNESSETH

For and in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION A - SERVICES

PROVIDER shall furnish services to the TOWN as follows: _____
Services as needed.

SECTION B - COMPENSATION FOR SERVICES

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SECTION C - TERMS AND CONDITIONS

1. **Permit Assistance:** To the extent applicable, TOWN shall assist PROVIDER in obtaining all necessary governmental permits and/or approvals required for the performance of the Services. PROVIDER shall comply with existing ordinances and rules of the municipality, if any, where the work is done, and shall comply with all County, State, and Federal laws pertaining to PROVIDER's work. PROVIDER shall also comply with all governmental safety statutes, ordinances, rules, and regulations applicable to the performance of such services

2. **Insurance:** PROVIDER shall, at its sole cost and expense, procure and maintain throughout the term of this contract, ~~Comprehensive~~ Commercial General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of $1,000,000 Combined Single Limits, or to the extent and in such amounts as

Commercial
General Liability

required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the TOWN as a ~~named,~~ additional insured, ~~as well as furnishing the TOWN with a certified copy, or copies, of said insurance policies~~. Certificates of insurance ~~and certified copies of these insurance policies~~ must accompany this signed contract. Said insurance coverages procured by PROVIDER as required herein shall be considered, and PROVIDER agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the TOWN, and that any other insurance, or self-insurance available to the TOWN shall be considered secondary to, or in excess of, the insurance coverage(s) procured by PROVIDER as required herein.

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IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first above written.

TOWN OF LADY LAKE:

By: _____

Kristen Kollgaard, Town Manager

PROVIDER:

By: _____

Name: LEONARD E. ARNOLD JR.

Title: FL REGIONAL MANAGER

Littlejohn

Exhibit B

SCHEDULE OF HOURLY RATES

2014 - 2015

Classification	Hourly Rates
Senior Consultant	$ 250.00
Principal/Sr. Project Manager/Project Manager/Design Manager	$ 145.00 to $ 250.00
Assistant Project Manager	$ 105.00 to $ 140.00
Senior Professional Geologist	$ 160.00 to $ 170.00
Professional Engineer/Landscape Architect/Planner/Geologist	$ 90.00 to $ 145.00
Intern Engineer/Landscape Architect/Planner/Geologist	$ 85.00 to $ 110.00
Air Compliance Engineer/Specialist	$ 120.00 to $ 150.00
Senior Industrial Hygienist/Safety Professional	$ 120.00 to $ 150.00
Staff Industrial Hygienist/Health & Safety Specialist	$ 75.00 to $ 115.00
Registered Land Surveyor/Survey Manager	$ 105.00 to $ 165.00
Survey Coordinator	$ 95.00 to $ 115.00
Two Man Survey Crew	$ 130.00
Three Man Survey Crew	$ 170.00
GPS Equipped Crew	$ 170.00
CAD or GIS Technician/Environmental Specialist/ Survey Technician/Environmental Technician	$ 65.00 to $ 145.00
Administrative	$ 55.00 to $ 115.00

Hourly Rate Schedule is Effective May 25, 2014 through June 1, 2015

H-11

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 20, 2015

SUBJECT: Consideration and Approval of Microsoft Enterprise Agreement Continuation

DEPARTMENTS: Information Technology

STAFF RECOMMENDED MOTION: **Approval to dispense payment for year three of the SHI Microsoft Enterprise Agreement.**

SUMMARY: On December 3, 2012, the Town Commission approved the Staff recommendation to accept the SHI Microsoft Enterprise Agreement proposal to enter into a three-year software licensing agreement (please see the attached documentation). This agreement provided licensing for various Microsoft server and client operating systems and applications included in a recent Information Technology infrastructure upgrade plan.

This request is to dispense payment for year three of the agreement.

The cost for this payment has been included in the 2015 Fiscal Budget.

FISCAL IMPACT: **$15,721.25**

This is year two of a three-year commitment.

[X] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[X] Other

[ ] Support Documents

DEPARTMENT HEAD	Submitted	Date 4/9/15
FINANCE DEPARTMENT JRm	Approved as to Budget Requirements	Date 4/9/15
TOWN MANAGER	Approved Agenda Item for: 4/20/15	Date 4/9/15

COMMISSION ACTION:

[ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely

[ ] Continued to Date Certain [ ] Approved with Modification

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: November 18, 2013

SUBJECT: Consideration and Approval of Microsoft Enterprise Agreement Continuation

DEPARTMENTS: Information Technology

STAFF RECOMMENDED MOTION: **Approval to dispense payment for year two of the SHI Microsoft Enterprise Agreement.**

SUMMARY: On December 3, 2012, the Town Commission approved the Staff recommendation to accept the SHI Microsoft Enterprise Agreement proposal to enter into a three-year software licensing agreement (please see the attached documentation). This agreement provided licensing for various Microsoft server and client operating systems and applications included in a recent Information Technology infrastructure upgrade plan.

This request is to dispense payment for year two of the agreement.

The cost for this payment has been included in the 2014 Fiscal Budget.

FISCAL IMPACT: **$15,721.25**

This is year two of a three-year commitment.

[X] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[X] Other

[ ] Support Documents

DEPARTMENT HEAD	Submitted	Date
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date
TOWN MANAGER	Approved Agenda Item for:	Date

COMMISSION ACTION:

[ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely

[ ] Continued to Date Certain [ ] Approved with Modification

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE : December 3, 2012

SUBJECT: Consideration and Approval of Microsoft Enterprise and Select Agreements

DEPARTMENTS: Finance / Information Technology

STAFF RECOMMENDED MOTION: Approval of the SHI Microsoft Enterprise and Select Agreements pricing proposals for the purchase and installation of new Microsoft server software and services.

SUMMARY: The current IT infrastructure supporting Town Hall, the Police Department and Public Works is significantly dated. This proposal addresses the software component of this years IT infrastructure upgrade plan. A subsequent proposal will address the purchase of server and networking hardware. The attached proposal includes the purchase of Microsoft CIS Server Standard licenses for 9 servers, Microsoft Server Standard licenses for 4 servers, Microsoft SQL Server licenses for 3 servers, Microsoft SQL Server CAL licenses for 40 users, Microsoft Exchange Server license for 1 server, Microsoft Core CAL licenses for 80 users, Microsoft Windows Remote Desktop Services CAL license for 15 users, and Microsoft Visual Studio Pro with MSDN license for 1 user.

SHI is the sole source supplier for Microsoft software in Florida under State Contract # 252-001-09-1. The cost for this purchase has been included in the 2013 Fiscal Budget. Mr. Derek Schroth has reviewed and approved each of the two Enrollment Agreements.

FISCAL IMPACT: $15,721.25

This is a recurring (three year) fiscal impact.

[X] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[X] Other

[ ] Support Documents

DEPARTMENT HEAD	**Submitted**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER	**Approved Agenda Item for:**	**Date**

Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S
For W-9 Form, www.shi.com/W9

Invoice No. **B02825931**

Invoice date	12/10/2014
Customer number	1032974
Sales order	S00862184

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To Town of Lady Lake
409 Fennell Blvd
Lady Lake, FL 32159
United States

Ship To Town of Lady Lake
409 Fennell Blvd
Lady Lake, FL 32159
United States
130234/John Pearl

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
12/10/2014	Tom Miner/PAR	130234	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
21038474 W06-00445 No Media MICROSOFT SELECT	CoreCAL ALNG LicSAPk MVL UsrCAL Windows - Multiple Windows Platform All Languages No Media Software Enrollment No.: 6848159 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 12/10/2014 Maintenance To date: 12/31/2015	80	80	72.95	5,836.00
25384354 YJD-00202 No Media MICROSOFT CORPORATION	CISStd ALNG LicSAPk MVL Windows - Multiple Windows Platform All Languages No Media Software Enrollment No.: 6848159 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 12/10/2014 Maintenance To date: 12/31/2015	9	9	767.00	6,903.00
20977649 312-02177 No Media MICROSOFT SELECT	Microsoft Exchange Server - license & software assurance Windows - Multiple Windows Platform All Languages No Media Software Enrollment No.: 6848159 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 12/10/2014 Maintenance To date: 12/31/2015	1	1	322.00	322.00
21750862 77D-00110 No Media MICROSOFT SELECT	VSProwMSDN ALNG LicSAPk MVL Windows - Multiple Windows Platform All Languages No Media Software Enrollment No.: 6848159 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 12/10/2014 Maintenance To date: 12/31/2015	1	1	415.00	415.00
20977816 6VC-01252 No Media	Win Rmt Dsktp Svcs CAL All Lng License/Software A Windows - Multiple Windows Platform All	15	15	41.95	629.25

Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S
For W-9 Form, www.shi.com/W9

Invoice No. **B02825931**

Invoice date	12/10/2014
Customer number	1032974
Sales order	S00862184

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To Town of Lady Lake
409 Fennell Blvd
Lady Lake, FL 32159
United States

Ship To Town of Lady Lake
409 Fennell Blvd
Lady Lake, FL 32159
United States
130234/John Pearl

MICROSOFT SELECT	Languages No Media Software Enrollment No.: 6848159 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 12/10/2014 Maintenance To date: 12/31/2015				
26268581 P73-05897 No Media MICROSOFT SELECT	WinSvrStd ALNG LicSAPk MVL 2Proc Windows - Multiple Windows Platform All Languages No Media Software Enrollment No.: 6848159 Agreement No.: 01E73214 Country of Usage: USA Maintenance From date: 12/10/2014 Maintenance To date: 12/31/2015	4	4	404.00	1,616.00

Sales Balance	15,721.25
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	**15,721.25**
Currency	**USD**

J-12

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 20, 2015

SUBJECT: **MJSP 11/14-001 Texas Roadhouse Restaurant Major Site Plan - A Development proposing the construction of a 7,163-Square-foot High Turnover (Sit-Down) Restaurant having 281 seats, to be located at 745 N. Hwy 27/441 (AK 3861958).**

DEPARTMENT: **Growth Management**

RECOMMENDED MOTIONS:

Staff recommends approval of Major Site Plan 11/14-001 as presented; granting the request for a waiver to Chapter 10, Section 10-3).b).B).1).; meeting all other site specifications as required per Town of Lady Lake Land Development Regulations and the Comprehensive Plan.

Applicant, Martin DelleBovi, in representation of Benchmark Lady Lake 25 Associates, LLC, property owner, has submitted a Site Plan application for property located at 745 North Highway 27/441, just south of the Sam's Club and north of the Lady Lake Town Hall Municipal Complex. The parcel originally received Major Site Plan approval on August 4, 2008, by the Town Commission for the construction of 16,100 square feet of retail under the project name of Sam's Outparcel. The applicant is now proposing a high-turnover 7,163-square-foot restaurant building with 281 seats.

The subject area is approximately 2.01 +/- acres and is zoned Heavy Commercial. The Future Land Use is Commercial General-Retail Sales and Services; which allows for the proposed restaurant land use. Under the Sam's Outparcel development, the applicant was granted site plan approval for five-foot building and landscaping buffers along the North and South Elevations. After the approval of the Site Plan by the Town Commission on August 4, 2008, the Landscaping Buffer Codes changed in 2009; however, the applicant would like to still pursue a five-foot landscaping buffer for the North and South Elevations on this project primarily to accommodate a five-foot concrete sidewalk on both sides.

Site plans have been submitted by Jay R. Jackson, Professional Engineer with Kimley-Horn and Associates, Inc. The Landscaping and irrigation plans have been prepared and certified by James R. Pankonin, Registered Landscape Architect with Kimley Horn. For the proposed Mediterranean Retail Building, the Architectural Exterior Elevations were

prepared by GreenbergFarrow. The applicant has complied with requirements pursuant to the Land Development Regulations (LDRs) for site plans, including Chapter 7-Site Plan Development Regulations, Chapter 10–Landscaping & Tree Protection, Chapter 14-Water, Reuse Water, and Sewer Standard Specifications, and Chapter 20-Commercial Design Standards of the LDRs. Reviews were completed for the Town of Lady Lake by Town staff, Neel-Schaffer Engineering, and Fire Inspector Kerry Barnett for compliance with the Florida Fire Prevention Code. Attached are following reviews contained in the packet:

a. Town Engineer comments for the site plan dated April 13, 2015 (Satisfied).
b. Fire Review comments dated April 9, 2015 (Satisfied).
c. Waste Management comments dated January 27, 2015 (Satisfied).
d. Lady Lake Building Official comments dated March 31, 2015 (Satisfied).
e. Lake-Sumter MPO comments dated April 10, 2015 (Satisfied)
f. FDOT comments dated March 16, 2015.
g. Lady Lake Public Works comments dated February 5, 2015 (Satisfied).
h. St. Johns River Water Management District Permit Modification No.108726-3 dated February 17, 2015.

Tree Requirements:

As per **Chapter 10, Section 10-3, a). 2).**, all non-residential properties are required to provide 160 tree caliper inches per acre. The site is required to provide 321.6 tree caliper inches based upon its 2.01-acre area (160"x 2.01). The applicant will be providing 355 tree caliper inches; exceeding requirement.

Landscaping buffers for the *North*, *West* and *South* boundaries require minimum Class "A" Landscaping Buffer (Buffer Class Requirement-Table 10-1). In accordance with **LDRs-Chapter 10, Section 10-3, b).B).1) Class "A",** 10' width minimum with 2 Canopy Trees, 3 Understory Trees and a continuous hedge is required.

I) North Landscaping Buffer (Buffer3)

Proposal: To waive four (4) understory trees and reduce landscaping buffer from 10 feet to 5 feet.

Justification: Reduction of canopy tree material is due to existing off-site landscaping and reduction in landscaping width is to accommodate proposed connecting sidewalk.

II) West Landscaping Buffer (Buffer 2)

Proposal: To substitute six (6) canopy trees into understory trees

Justification: Proposing understory trees in lieu of canopy trees due to overhead utility line conflict.

III) South Landscaping Buffer (Buffer 1)

Proposal: Reduce landscaping buffer from 10 feet to 5 feet.

Justification: Reduction in landscaping width is to accommodate proposed connecting sidewalk.

Notes:

- No historic tree removals have been proposed for this project as part of the application.

Public Meetings:

The **Special Town Commission Conceptual Workshop** took place on Monday, December 15, 2014, at which time the Commission reached consensus to advance the development plan as presented.

The application was presented before the **Parks, Recreation and Tree Advisory Committee** on February 11, 2015, which recommended approval of the project with a 4-0 vote.

The **Technical Review Committee** members individually reviewed the application on, and provided all final comments regarding the Site Plan application on April 13, 2015.

The **Planning and Zoning Board** does not review Site Plan applications.

FISCAL IMPACT: **$0**

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: **[ ] Ordinance** **[ ] Resolution** **[ ] Budget**

[X] Other – Site Plan

[ ] Support Documents/Contracts Available for Review in Manager's Office

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4-14-15

DEPARTMENT HEAD **Submitted** 4/14/15 **Date**

FINANCE DEPARTMENT **Approved as to Budget Requirements** **Date**

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER KK Approved Agenda Item for: 4/20/15 Date 4/14/15

COMMISSION ACTION:

[ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely

[ ] Continued to Date Certain [ ] Approved with Modification

RECEIVED
JAN 28 2015
GROWTH MANAGEMENT DEPT.
TOWN LADY LAKE

TOWN OF LADY LAKE
APPLICATION FOR SITE PLAN REVIEW

1. Applicant's Name: Benchmark Lady Lake 25 Associates LLC

   Telephone Number: (716)833-4986

   Email: MDelleBovi@Benchmarkgrp.com

   Applicant is: Owner X Developer ___ Lessee ___ Agent ___ Optionee ___

2. Owner's Name: Benchmark Lady Lake 25 Associates LLC

   Address: 4053 Maple Rd., Amherst, NY 14226

   Telephone Number: (716)833-4986

3. Contractor's Name: TBD

   Address: ___

   Telephone Number: ___

   License Number: ___

4. Architect's Name: Cuhaci & Peterson Architects, Engineers, Planners

   Address: 1925 Prospect Ave., Orlando, FL 32814

   Telephone Number: (407)661-9100

   Registration Number: ___

5. Landscape Architect: Kimley-Horn James R. Pankonin, PLA

   Address: 3660 Maguire Blvd., Suite 200, Orlando, FL 32803

   Telephone Number: (407)898-1511

   Registration Number: ___

6. Project Name: Texas Roadhouse @ Sam's Club of Lady Lake Outparcel

   Physical Location/Address: 745 N. Hwy 27/441, Lady Lake, FL 32159

7. The property is located in the vicinity of the following streets:

   Hwy 441/27 & Fennell Blvd

8. Area of property +/-87,724 Square Feet +/-2.01 Acres

9. The exact legal description of the property as shown on the Tax Receipt or the Warranty Deed, or attach a separate sheet to the application form:

Legal Description Attached

10. The property is currently zoned: PUD

11. Briefly describe the proposed project: Retail development of a 7,163 SF building

If for storage, what type of material will be stored? N/A

12. Have any development reviews and/or approvals been granted to this property?
Yes X No ____ If yes, list the type, date and result:

Special Meeting of the Town Commission November 18, 2014

13. Has any Variance been granted concerning this property? Yes ____ No X
If yes, list the Case Number and briefly describe the nature of the Variance.

14. The plans shall be drawn on 24" x 36" sheets as a minimum, at the largest scale feasible. The plans or any portion thereof involving engineering, shall be certified by a professional engineer or landscape architect as required by SJRWMD. The following information must be included on the site plan:

General Information

____ a. Name of project.

____ b. General statement of intended use of site.

____ c. Legal description of the property and size of parcel in acres or square feet.

____ d. Name and address of owner.

____ c. Provisions for the adequate control of erosion and sediment, including the location and description of the methods to be utilized during and after all phases of clearing, grading and construction.

ADDITIONAL INFORMATION TO BE PROVIDED

____ a. A certificate of concurrency or evidence of application for a certificate.

____ b. An application for a clearing and tree permit meeting all criteria specified in the Developmental Procedures and Regulations chapter and the Landscaping and Tree Protection chapter.

____ c. Drainage calculations as required in the Stormwater Management chapter.

____ d. Fire flow calculations, if applicable.

____. e. Lift station calculations, where required.

____ f. Copy of HRS permit, where required.

____ g. A construction cost estimate prepared by the engineer of record, which shall delineate any proposed improvements to be maintained by the Town.

____ h. Environmental assessment per the requirements, if applicable.

____ i. Any additional data, maps, plans or statements, as may be required, which is commensurate with the intent and purpose of the Code.

Signature of Applicant

PLEASE SUBMIT APPLICATION TO THE GROWTH DEVELOPMENT DEPARTMENT ACCOMPANIED BY TEN (10) COPIES OF THE SITE PLAN AND ONE (1) 11 X 17 (SIGNED AND SEALED IF REQUIRED), APPROPRIATE REVIEW FEES, PROOF OF OWNERSHIP AND ALL APPLICABLE INFORMATION AND DOCUMENTATION AS REQUIRED BY LADY LAKE ORDINANCE 94-08, LAND DEVELOPMENT REGULATIONS, ADOPTED AUGUST 15, 1994.

Office Use:

Date Application Received: 01-28-2005 Received by: WTHON

Fees Paid:			
	Site Development Plan - Minor	~~$1,000.00~~	
	Site Development Plan - Major	~~2,500.00~~	$4,975.00
	Site Plan Modification - Major	~~1,500.00~~	
	Site Plan Modification – Minor	~~500.00~~	

____ e. Name, address and phone number of owner's agent.

____ f. Name, address, signature and registration of the professionals preparing the plans.

____ g. Date, north arrow and scale shall be designated and where appropriate, the same scale shall be used on all sheets.

____ h. Vicinity map showing relationship of proposed development to the surrounding streets and thoroughfares, shall be at a scale no smaller than one inch equals five thousand two hundred eighty feet (1" = 5,280' or 1" = Mile).

____ i. Linear dimensions of the site.

____ j. Existing topography with a maximum of one (1) foot contour intervals for the proposed site.

____ k. Finished grading elevations.

____ l. Zoning of the site and of all adjacent parcels.

____ m. All existing and proposed building restriction lines (i.e., highway setback lines, easements, covenants, rights-of-way and building setback lines).

____ n. Percent of open space of site.

____ o. Location of proposed signs.

Commercial Design Standards

The following are submittal requirements for the Commercial Design Standards, which can be directly sent to the Town's Design Consultant, with one copy going to the Town's Growth Management Department:

____ a. Scaled building elevations for all facades of the proposed building(s).

____ b. All samples of building materials and colors proposed including glass for proposed development.

____ c. Scaled Landscape Plan showing all existing trees to be retained and proposed landscaping material to be added (Chapter 10 of the LDRs).

____ d. Copy of the scaled site plan showing all requirements and adjacent land uses.

Building and Structure

_____ a. Existing and proposed structures.

_____ b. Intended use.

_____ c. Number of stories.

_____ d. Height of building(s).

_____ e. Number of dwelling units and density.

_____ f. Projected number of employees, if applicable.

_____ g. If restaurant, show number of seats and occupancy load.

_____ h. Square footage for proposed development, i.e., gross square footage, nonstorage area, square footage of each story, gross square footage of sales area, etc.

_____ i. Photograph or sketch of proposed sign with dimensions and material type.

Street, Sidewalks, Driveways, Parking Areas and Loading Spaces

_____ a. Engineering plans and specifications for streets, alleys, sidewalks and driveways to include soil borings, if necessary.

_____ b. All parking spaces delineated.

_____ c. Number of parking spaces.

_____ d. Number and location of handicapped spaces.

_____ e. Number of square feet of paved parking and driveway area.

_____ f. Surface materials and cross-section of proposed paved areas.

_____ g. Fire lanes per the Standard Fire Prevention Code adopted in the Building and Fire Codes chapter.

_____ h. Description/location of proposed driveway(s) and median cut(s).

_____ i. Internal traffic control circulation plan, including directional arrows and signs to direct traffic flow, as necessary.

_____ j. Location of traffic-control signs and signalization devices, if required.

____ k. Number and location of required loading spaces.

____ i. Number and location of required bicycle spaces.

Drainage and Stormwater

____ a. Soil classifications, cross-sections and details of proposed retention/detention ponds, swales, berms, etc., as required by SJRWMD.

____ b. Size, material and location of stormwater structures and pipes.

____ c. Indicate flood elevation for 100-year flood and any other information required in Environmental Regulations chapter.

Proposed Water, Sewer and Solid Waste Facilities

____ a. Size, material, specifications and location of water mains, valves, services and fire hydrants.

____ b. Size, material, specifications and location of sanitary sewer lines and laterals with submittal of a profile, if necessary.

____ c. Size and location of septic tank and drainfield, if applicable.

____ d. Grease separation system, if applicable: Size, location and materials.

____ e. Location(s) and access provisions for refuse service, including pad, screening, fencing and landscaping, if applicable.

Landscaping

____ a. Landscaping plan and provisions for maintenance including size, type and location of all landscaping, screens, walls, fences and buffers per the requirements in the Landscaping and Tree Protection chapter. If water efficient landscaping is used, the information required in that chapter should be included.

____ b. Irrigation system plan.

Environmental Protection

____ a. Natural features such as waterbodies, wetlands, native vegetative communities, etc., as required in the Environmental Regulations chapter.

____ b. Conservation easements per the requirements.

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Martin J. Delle Bovi who being by me first duly sworn on oath, deposes and says:

(1) That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

(2) That he desires approval for:

Major Site Plan Application - Texas Roadhouse Restaurant

(3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 28th day of January 20 15 by Martin J. Delle Bovi, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

Notary Public State of Florida
Wendy Then
My Commission FF 177989
Expires 12/20/2018

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Martin J. Delle Bori, who being by me first duly sworn on oath, deposes and says:

(1) That he/she is the fee-simple owner of the property legally described on page one of this application.

(2) That he/she desires approval for:
Major Site Plan application - Texas Roadhouse Restaurant

(3) That he/she has appointed Self to act as agent in his/her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his/her stead.

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 28th day of January, 20 15, by Martin J. Delle Bori, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

Notary Public State of Florida
Wendy Then
My Commission FF 177989
Expires 12/20/2018

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

PROPERTY RECORD CARD

General Information

Owner Name:	BENCHMARK LADY LAKE 25 ASSOCIATES LLC	**Alternate Key:**	3861958
Mailing Address:	4053 MAPLE RD AMHERST, NY 14226 *Update Mailing Address*	**Parcel Number:**	08-18-24-015002700200
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	19.04670
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	LADY LAKE, CONANT FROM SE'LY COR OF LOT 1 HOME DEPOT SUB RUN| S 58-09-15 E ALONG NE'LY R/W LINE OF US HWY 441 A DIST OF 60| FT TO A POINT ON E'LY R/W LINE OF SECOND ST, CONT S 58-09-15| E ALONG NE'LY R/W LINE 617.68 FT FOR POB, RUN N 31-51-47 E | 325 FT, S 58-08-13 E 270 FT, S 31-52-45 W 324.92 FT TO NE'LY| R/W LINE OF US HWY 441, N 58-09-15 W ALONG SAID NE'LY R/W | LINE 269.90 FT TO POB | ORB 3414 PG 1454 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		87750	SF	$0.00	$877,500.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
3414 / 1454	4/13/2007	WD	M	V	$400,100.00

Values and Estimated Taxes

Tax Authority	Just Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC	$877,500	$877,500	$877,500	5.38560	$4,725.86
LAKE COUNTY MSTU AMBULANCE	$877,500	$877,500	$877,500	0.46290	$406.19
LAKE COUNTY MSTU FIRE	$877,500	$877,500	$877,500	0.47040	$412.78
SCHOOL BOARD STATE	$877,500	$877,500	$877,500	5.74600	$5,042.12

SCHOOL BOARD LOCAL	$877,500	$877,500	$877,500	1.50000	$1,316.25
TOWN OF LADY LAKE	$877,500	$877,500	$877,500	3.75000	$3,290.63
ST JOHNS RIVER FL WATER MGMT DIST	$877,500	$877,500	$877,500	0.31640	$277.64
LAKE COUNTY VOTED DEBT SERVICE	$877,500	$877,500	$877,500	0.16000	$140.40
LAKE COUNTY WATER AUTHORITY	$877,500	$877,500	$877,500	0.25540	$224.11
NORTH LAKE HOSPITAL DIST	$877,500	$877,500	$877,500	1.00000	$877.50
				Total: 19.0467	**Total:** $16,713.48

The values displayed above may NOT reflect certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The estimated tax totals are based on prior year adopted millage rates until each taxing authority certifies proposed rates (annually in mid-August) and adopts final millage rates (late September) of each year. Estimated tax totals do not reflect non-ad valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on 1 March 2015.

Texas Roadhouse – Sam's Outparcel

LEGAL DESCRIPTION

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF LOT 1, HOME DEPOT SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 22, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 58° 09' 15" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441, ALSO BEING STATE ROAD NO. 25 AND 500 PER RIGHT-OF-WAY MAP LABELED SECTION 11040 AND DATED 5-01-03, A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SECOND STREET; THENCE CONTINUE SOUTH 58° 09' 15" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441, A DISTANCE OF 617.68 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE RUN NORTH 31° 51' 47" EAST, A DISTANCE OF 325.00 FEET; THENCE RUN SOUTH 58° 08' 13" EAST, A DISTANCE OF 270.00 FEET; SOUTH 31° 52' 45" WEST A DISTANCE OF 324.92 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441; THENCE RUN NORTH 58° 09' 15" WEST, A DISTANCE OF 269.90 FEET ALONG NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.01 ACRES, 87,724 SQUARE FEET, MORE OR LESS.

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

April 13, 2015

Mrs. Wendy Then
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

REFERENCE: NEW SITE PLAN – TEXAS ROADHOUSE – ENGINEERING REVIEW NO. 3

Dear Wendy;

Pursuant to your request, Neel-Schaffer, Inc. (NSI) has reviewed the development plans submitted by Kimley Horn and Associates received by the Town, for the above referenced project. Our efforts in reviewing the development documents focused on Traffic/Transportation, Drainage and Stormwater, Water and Wastewater, and Environmental Protection, based on the standards provided in the Land Development Code Regulations (LDCR) of the Town of Lady Lake.

Based on our review of the updated photometric plan provided by your office, NSI has found the development plans satisfactory and in compliance with the Lady Lake LDRs. If you have questions or comments, please do not hesitate to contact me at 407-647-6623.

Sincerely,

Steven R. Cockerham, P.E.
Senior Project Manager

2301 Lucien Way, Suite 300 • Maitland, FL 32751 • 407-647-6623 fax: 407-539-0575

Wendy Then

From: Kerry or Lisa Barnett <k-l5122@peoplepc.com>
Sent: Thursday, April 09, 2015 5:08 PM
To: Wendy Then
Subject: Re: FW: Texas Roadhouse

Wendy,

If you could, print everything out for me so I can review it better there in office. Make sure the plan is printed out as a normal size plan so the scale would be correct. Just from a quick review it appears all will be approved but I need to ensure that the distance between the hydrant and FDC on the building is 150 ft. I will look at first of next week.

Thanks

Kerry

-----Original Message-----
From: Wendy Then
Sent: Apr 9, 2015 4:31 PM
To: Kerry or Lisa Barnett
Subject: FW: Texas Roadhouse

Kerry Barnett Fire Safety Consulting

43951 CR 54E, Kathleen, FL 33849

Fire Safety Inspector
Kerry Barnett

Cell (813) 778-4981
E-mail: k-l5122@peoplepc.com

Plan Review #: 15-011A
Project: Site Plan (Texas Roadhouse)
Location: Lady Lake
Address of Job: Hwy 441/27 NW of Fennell Blvd
Pages: 13

Review For: Greenberg Farrow
Contact: Dawn Schaffran
Telephone: 732-537-0811
Engineer: Kimley Horn
Telephone: 407-898-1511

March 25, 2015

I have received and reviewed the revised site plans for the construction of restaurant with classified as an assembly occupancies for compliance with the Florida Fire Prevention Code, Lady Lake Land Development Code and any other applicable codes, standards, rules, and statutes. Comments pertaining to this review are noted below in bold. At this time, plans are not approved to move forward until Comment #5, #6, and #8 are addressed. Should anyone feel comments are not enforceable, he or she shall contact this authority to resolve before permit is issued.

1. *Page 5.1 Drainage Plan was not included in the index.* **Sheet Index added to plans. Comment satisfied.**
2. *Pages L-1.0, ES-001, and ES-002 were not part of this submittal or not provided to this authority.* **These sheets have been added with this revision. Comment satisfied.**
3. Ensure all language within notes on any page refer to the correct authority. This authority only reviewed applicable parts of the plan with regards to life safety. On page C1.0, Potable Water section, a couple of items refer to Orange County, change language to indicate Town of Lady Lake and/or the authority having jurisdiction. **Notes have been revised within plans referring to the correct municipality/Town. Comment satisfied.**
4. No construction type is given for the building. Construction type is needed to determine proper fire flow. The project submitted appears it may meet the fire flow (1000 gpm's at 20 psi residual based on the building appearing to have a fire sprinkler system) per NFPA 1, Table 18.4.5.1.2. The fire flow however, shall be maintained for a minimum of 2 hours. A fire flow test shall be completed from the closest hydrant to the project and documentation shall be submitted to this authority showing compliance. **Construction type was added to plans. Based on type of construction and fire sprinkler present, a 1000 gpms @ 20 psi shall be required. No flow test is needed based on the required gpm's. Comment satisfied.**
5. FDC location is not shown on the utility plan. A fire line and backflow is shown. Pending location of FDC will determine if an additional fire hydrant is required. **FDC is now noted in plans, however hydrant is located over 300 feet away as an emergency apparatus would drive around parking area. An additional hydrant shall be brought on site.**
6. *If any additional installation of water main and fire hydrants is required, it is considered as part of the site work. Cut sheet and product information on all material used will be required. This can be placed in the plans or as separate packet. Also show all joints and size of pipe on water main. NFPA 1* **Engineer acknowledged. Due to comment #5, water main information noted above will be required.**
7. *A separate permit will be required for all underground associated with fire protection. Three sets of plans (stamped and sealed) shall be submitted and include all cut sheets, product material, and details. NFPA 1* **Engineer acknowledged, comment satisfied.**

8. *Asphalt markings may be required for designated fire lane locations, hydrant locations, and/or FDC, pending location. Details will need to be included on plans. See Chapter 18 of NFPA 1 Handbook for examples, if required.* **A fire lane and no parking sign added to plans. Additional fire lane markings/signage may be needed based on additional hydrant installed. Comment satisfied.**
9. *Ensure there is the minimum clearance to the sides (4') and the front (7.5') of the hydrants. NFPA 1, Chapter 18.* **Engineer advised minimum clearance provide and plans support engineer. Comment satisfied.**
10. *Fire hydrants shall be color coded based on the flow tests obtained. Blue roadway reflectors shall also be installed indicating hydrant location.* **Noted in plans, comment satisfied.**
11. *Separate permit is required for the installation of gas to the building. Three sets of plans shall be submitted and include all cut sheets, product material, and details. NFPA 1* **Engineer acknowledged, comment satisfied.**

Kerry Barnett

KERRY BARNETT, Fire Safety Inspector & Plans Examiner

***Please be advised this review of plans submitted is a cursory review to assist the contractor in compliance with applicable fire safety codes. This review is not intended to be a final approval of the submitted plans. It is the contractor's sole responsibility to ensure that the plans are in complete compliance with all applicable NFPA codes State Statutes and local ordinances. In the event that further examination or site inspection reveals areas of non-compliance, it shall be the contractor's sole responsibility, at their sole expense to bring those areas in compliance. Kerry Barnett Fire Safety Consulting assumes no responsibility for the contractor's failure to be in compliance with all applicable NFPA codes, State Statutes and local ordinances.

Wendy Then

From: Beck, Christopher <CBeck2@wm.com>
Sent: Tuesday, January 27, 2015 1:32 PM
To: Wendy Then
Subject: RE: Texas Roadhouse Site Plan

Wendy,

The dimensions for the dumpster pad and enclosure meet Waste Management specs.

Thanks,

Chris Beck
Wildwood Hauling
352-330-4546
352-267-9356

From: Wendy Then [mailto:wthen@ladylake.org]
Sent: Tuesday, January 27, 2015 10:54 AM
To: Beck, Christopher
Subject: RE: Texas Roadhouse Site Plan

I forgot to attach the Dumpster detail.

From: Wendy Then
Sent: Tuesday, January 27, 2015 10:49 AM
To: 'Beck, Christopher'
Subject: Texas Roadhouse Site Plan

Hi Chris,

The Growth Management Department received a new major site plan application for the Texas Roadhouse Restaurant MJSP 11/14-001- The construction of a 7,163-Square-foot High Turnover (Sit-Down) Restaurant proposing 281 seats - To be located at 745 N. Hwy 27/441 (AK 3861958).from Town Hall. Please find attached application, site plan, civil plans, photometric plan, landscaping plans, & elevations. The applicant is in the process of submitting the letter of modification for the Storm water system.

Let me know if you need additional information to conduct your review. Please have review completed by Wednesday, February 11, 2015.

Thank you for your expert assistance.☺

Note: Our office hours are 7:30 a.m. to 6:00 p.m.

Wendy Then, CFM
Town Planner
Town of Lady Lake

409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1582
352-751-1514- Fax
Wthen@ladylake.org

Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Please think before you print.

Recycling is a good thing. Please recycle any printed emails.

Wendy Then

From: Dallas Foss <dfoss@usanova.com>
Sent: Tuesday, March 31, 2015 1:15 PM
To: Wendy Then
Subject: Texas Roadhouse

Wendy,

I have reviewed the submitted site plans and they appear to comply with ADA requirements. I have no other comments at this time.

Dallas Foss
Building Official
Town of Lady Lake
Nova Engineering & Environmental

Sent from my Verizon Wireless 4G LTE smartphone

Wendy Then

From: Marcondes, Olga <omarcondes@lakecountyfl.gov>
Sent: Friday, April 10, 2015 4:45 PM
To: Wendy Then
Cc: Thad Carroll; Franco, Francis
Subject: Texas Roadhouse - Traffic Impact Study Review
Attachments: Lake Lady - Texas Roadhouse (LOS Inquiry).pdf

Good Afternoon Wendy;

The MPO has reviewed the traffic impact study dated March 2015 and submitted by Kimley Horn and Associates, Inc. in support of the Texas Roadhouse restaurant and offer the following comments:

1. The project is a proposed 7,163 SF restaurant located on the north side of US 27/US 441 and west of Fennell Blvd in the Town of Lady Lake. Primary access to the proposed development will be via a restricted driveway (right-in/right-out) connection on US27/US 441 at the Sam's Club development. Build out of the project is anticipated to be completed by 2017.

2. The study was conducted according to the approved methodology adopted by the Town of Lady Lake and reviewed on 2/26/15.

3. Trip Generation was determined using the ITE Land Use Code 932 – High-Turnover (Sit-Down) Restaurant from the ITE Trip Generation, 9th Edition. The project is estimated to generate 911 daily trips, with 71 pm peak hour trip (43 entering and 28 exiting).

4. The applicant used the ITE Trip Generation Handbook, 2nd Edition to estimate pass-by trips. The percentages of new trips for this land use is estimated to be 57%. With the pass-by trips reduction of 43%, the net trip generation for this project is 519 new daily trips with 40 pm peak hour trips (25 entering and 15 exiting).

5. Trip Distribution, which was estimated using the Central Florida Regional Planning Model (CFRPM), was reviewed and found to be reasonable.

6. A segment analysis was conducted and available capacity on each roadway segment was verified with the exception of Rolling Acres Rd (from US 27 to CR 466) which is currently operating at 167%. The inclusion of the project traffic will not adversely impact Rolling Acres Road (0.70% project impact). **I have enclosed a copy of the capacity analysis for your files.**

7. The turning movement count (TMC) datasheet was reviewed for reasonableness. No significant errors were found and therefore it is concluded that the intersections analyses provide accurate projections and should operate within the adopted LOS with the exception of intersection of US 27 & Rolling Acres Rd. This intersection showed a v/c ratio greater than 0.99 for the westbound left-turn movement with the background traffic (existing + committed trips) prior to the addition of the proposed project. Mitigation analysis assumed the addition of a second left turn lane to the intersection to accommodate the background traffic. No additional mitigation was required by the Texas Roadhouse development.

8. Site access turn lane analysis was submitted by the applicant. The analysis showed that the existing turn lanes at the primary site access locations are sufficient to accommodate the project traffic at build-out.

If you have questions regarding my comments, please do not hesitate to contact us. **Please let us know if or when this project is approved so that we can record it and update the TMS database.**

Regards,

Olga V. Marcondes
Transportation Planner

LAKE~SUMTER MPO
1616 South 14th Street
Leesburg, Florida 34748
Ph: (352) 315-0170
Fx: (352) 315-0993

www.LakeSumterMPO.com

"Promoting Regional Transportation Partnerships."

Go Green: Please do not print this e-mail unless you really need to.

Project Name: Texas Roadhouse Restaurant

Jurisdiction: Town of Lady Lake

LEVEL OF SERVICE (LOS) - PROJECT CAPACITY INQUIRY

Segment ID	Roadway	Segment From	Segment To	Adopted LOS	Adopted Capacity	PM Peak Hour/Peak Direction Existing NB/EB	Project	Committed Total	LOS	SB/WB	Project	Total	LOS	V/C Ratio	Available Capacity	Project Trip Distr. (%)	Project Impact (%)
210	C.R. 25	MARION COUNTY LINE	GRIFFIN AVENUE	D	750	546	0	546	D	250	1	251	C	0.73	204	2%	0.13%
220	C.R. 25	GRIFFIN AVENUE	US 27 / US 441	D	750	423	1	424	D	379	1	380	D	0.57	326	4%	0.13%
1020	C.R. 466	SUMTER COUNTY LINE ROAD	ROLLING ACRES ROAD	D	1,820	1,174	5	1,179	C	1,289	3	1,292	C	0.71	528	20%	0.27%
1030	C.R. 466	ROLLING ACRES ROAD	US 27	D	2,000	788	3	791	C	757	1	758	C	0.40	1,209	10%	0.15%
1040	C.R. 466 / LAKE GRIFFIN ROAD	US 27/ US 441	GRAYS AIRPORT ROAD	D	572	199	1	200	C	105	1	106	C	0.35	372	4%	0.17%
1970	GRIFFIN AVENUE	US 27 / US 411	CR 25	D	572	434	0	434	C	332	1	333	C	0.76	138	2%	0.17%
1980	GRIFFIN AVENUE	CR 25	UNCLE DONALDS LANE	D	572	110	0	110	C	100	1	101	C	0.19	462	2%	0.17%
2010	GRIFFIN VIEW DRIVE	US 27	GRAYS AIRPORT ROAD	D	572	215	1	216	C	144	1	145	C	0.38	356	4%	0.17%
2750	ROLLING ACRES ROAD	US 27 / US 441	OAK STREET	D	572	906	4	910	F	958	2	960	F	1.68	-388	15%	0.70%
2760	ROLLING ACRES ROAD	OAK STREET	CR 466	D	572	729	3	732	F	904	1	905	F	1.58	-333	10%	0.52%
2770	ROLLING ACRES ROAD	CR 466	LAKE ELLA ROAD	D	560	246	0	246	C	274	0	274	C	0.49	286	0%	0.00%
3670	US 27/US441	SUMTER COUNTY LINE	GRIFFIN AVENUE	D	3,020	1,521	4	1,525	C	1,534	8	1,542	C	0.51	1,478	30%	0.26%
3680	US 27/US441	GRIFFIN AVENUE	ALT US 441 / ALT US 27	D	2,000	1,249	8	1,257	C	1,386	14	1,400	C	0.70	600	54%	0.70%
3690	US 27/US441	ALT US 441 / ALT US 27	CR 466	D	2,000	1,257	11	1,268	C	1,371	6	1,377	C	0.69	623	42%	0.55%
3700	US 27/US441	CR 466	LAKE ELLA ROAD	D	2,000	1,111	6	1,117	C	1,812	3	1,815	C	0.91	185	23%	0.30%

Note: Existing + Committed Volumes are based on the Lake County TMS Report dated April 3, 2015.

Wendy Then

From: Land, Logan <Logan.Land@dot.state.fl.us>
Sent: Monday, March 16, 2015 9:03 AM
To: Wendy Then
Subject: RE: One More-Texas Roadhouse

Thank you Wendy.....They will need to get a driveway connection permit for the sidewalk, as it is a modification to an existing site. It will be done as a Safety Upgrade, and no review fee will be assessed.

If you should have any questions please let me know.
Thanks.

Logan Land
Permits Manager
Leesburg Operations
1405 Thomas Ave. Leesburg, Fl. 34748
(352) 326-7718 FAX (352) 326-7787
e-mail - logan.land@dot.state.fl.us

From: Wendy Then [mailto:wthen@ladylake.org]
Sent: Thursday, March 12, 2015 5:34 PM
To: Land, Logan
Cc: Hudson, Jimmy
Subject: One More-Texas Roadhouse

One more that might be of interest that is in the preliminary stages of review.

This project is a restaurant proposal across the street within the Sam's Club Plaza. The site originally received approval under Sam's Outparcel but it never got built. They are coming back as a 281-seat seat down high turnover restaurant. They are proposing to continue the sidewalk within the right-of-way for which they will be directed to get a FDOT right-of-way Utilization Permit. I was supposed to get revised plans today that I intend on forward to you. They are still working on putting together the Traffic Analysis to be reviewed by the MPO.

Let me know if you have any comments that you would like to provide the applicant. Thanks.

Note: Our office hours are Mon to Thu 7:30 a.m. to 6:00 p.m.; closed Fridays.

"Great works are performed not by strength but by perserverance"- Samuel Johnson

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1582
352-751-1514- Fax
Wthen@ladylake.org

Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Please think before you print.

Wendy Then

From: Butch Goodman <bgoodman@LadyLakePW.org>
Sent: Thursday, February 05, 2015 11:58 AM
To: Wendy Then
Cc: CT Eagle
Subject: Texas Road House
Attachments: 20150205_110814.pdf

Draft Utility Quote:

Note Print shows seating for 281 E.R.Us are based off of L.D.Rs for Restaurant.

Need Reuse Calcs

Thank you

Thomas " Butch" Goodman
Town of Lady Lake
Utilities Supervisor
136 Skyline Dr.
Lady Lake, Fl 32159
Phone: 352-751-1513
Fax: 352-751-1594
bgoodman@ladylakepw.org

ATTENTION: The new operating hours for the Public Works Department as of October 7th, 2013 will be Monday-Thursday, 7:00AM - 6:00PM. Offices will be closed on Friday's.
Please note: Under Florida law (Fla.Stat. 668.6076 - effect. 07-01-06), e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

-----Original Message-----
From: Public Works [mailto:mfp6440@gmail.com]
Sent: Thursday, February 05, 2015 11:08 AM
To: Butch Goodman
Subject: Scanned image from Public Works

Reply to: Public Works <psmith@ladylakepw.org> Device Name: Town Of Lady Lake Public Works Device Model: MX-2640N
Location: Lady Lake, FL

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:

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http://www.adobe.com/

Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Utility reserves the right to do site inspections and audits of said Water Facilities, Sewer Facilities, and Reuse Facilities at any given time without due notice to the Developer to determine if water, sewer, and reuse ERU allocations are correct. Based on the results of these audits and site inspections, Utility reserves the right to adjust amount of ERU allocations and assess applicable fees accordingly.

UTILITY QUOTE Residential ____ Commercial _X_ Irrigation ____ Reuse ____

Town of Lady Lake, 409 Fennell Boulevard, Lady Lake, Florida 32159 USA
Utility Customer Service (352) 751-1525 Public Works Administration (352) 751-1526

Project Name: Texas Road House Legal Street Address: Hwy 441, AK #3861958
Applicants Name: BenchMark Phone Number: _____
Notes: 7,163 sq. ft. Restaurant 281 seats

*Residential and Commercial Properties are required to meet standard specifications set by the Town. Commercial Properties are required to purchase and install a RPZ or a dual check backflow device depending on field inspection. Commercial Properties are required to complete water & sewer taps and install meters. Commercial Properties are required to purchase and install a Neptune Radio Read Meter with a meter box and curb stops.

TOTAL NUMBER OF ERU's 19 per LDR's

					CODE	REV.
IS MUNICIPAL WATER AVAILABLE?			_X_ Yes	____ No		
IS MUNICIPAL SEWER AVAILABLE?			_X_ Yes	____ No		
IS MUNICIPAL REUSE AVAILABLE ?			_X_ Yes	____ No		
WATER IMPACT FEES	19	ERU's	1,499.00 each			
			Commercial	$ 28,481.00		WI
			Residential	$ _____		WR
WATER TAP IN FEE	____	TAP w/5/8" meter	505.00 each	$ _____		WT
WATER DEPOSIT:						
Commercial Owner	19	ERU's	100.00 each	$ 1,900.00		PD
Contractor	____	ERU's	150.00 each	$ _____		PD
Residential Owner	____	ERU's	75.00 each	$ _____		PD
METER INSTALLATION	____	TBD	325.00 each	$ _____		WM
WATER TURN ON FEE	1	FEE	25.00 each	$ 25.00		WC
WATER INSPECTION FEE	1	FEE	50.00 each	$ 50.00		WF
JACK AND BORE:						
Cost Plus Overhead	____		350.00 *estimate*	$ _____		JB
SEWER IMPACT FEES	19	ERU's	3,172.00 each			
			Commercial	$60,268.00		SI
			Residential	$ _____		SR
SEWER TAP IN FEE: Cost Plus Overhead			500.00 minimum	$ _____		ST
SEWER DEPOSIT:						
Commercial Owner	19	ERU's	100.00 each	$ 1,900.00		PD
Contractor	____	ERU'S	150.00 each	$ _____		PD
Residential Owner	____	ERU's	75.00 each	$ _____		PD
SEWER INSPECTION	1	FEE	50.00 each	$ 50.00		4G
REUSE IMPACT FEES	____	ERU's	292.00 each			
			Commercial	$ _____		R7
			Residential	$ _____		R8
REUSE DEPOSIT:						
Commercial Owner	____	ERU's	100.00 each	$ _____		PD
Contractor	____	ERU's	150.00 each	$ _____		PD
Residential Owner	____	ERU's	75.00 each	$ _____		PD
METER INSTALLATION	____	TBD	325.00 each	$ _____		WM
REUSE CONNECTION FEE	____	FEE	25.00 each	$ _____		R9
REUSE INSPECTION FEE	____	FEE	50.00 each	$ _____		4R
JACK AND BORE:						
Cost Plus Overhead	____		350.00 *estimate*	$ _____		JB
			TOTAL BALANCE DUE	$ 92,674.00		

Quote expires 180 days Date: _____
Quote by: _____ Verified by: _____

Texas Road House
Restaurant
281 Seating

281 - 50 = (3) ERUS
231 ÷ 15 = 15.4 Rounded up = 16 + 3 =

19 ERUS.

Need Avg Daily Flow
For ReUse Calcs. = ERUS

12. SERVICE STATION

Any premises where gasoline and other petroleum products are sold and/or light maintenance activities such as engine tuneups, lubrication, minor repairs, and carburetor cleaning may be conducted. Service stations shall not include premises where heavy automobile maintenance activities such as engine overhauls, automobile painting, and body fender work are conducted.

Without repair or maintenance	1
With repair or maintenance	2
With car wash per 300 gallons per day water use	1

13. RESTAURANT

Any establishment (which is not a drive-in service establishment) where the principal business is the sale of food, desserts or beverages to the customer in a ready-to-consume state and where the design or principal method of operation includes one or more of the following:

a. Customers, normally provided with an individual menu, are served generally in non-disposable containers by a restaurant employee at the same table or counter at which said items are consumed.

b. Ice cream parlors and other small specialty restaurants having floor area exclusively within a shopping or office center and sharing common parking facilities with other businesses within the center and expressly prohibiting freestanding stores having characteristics of a drive-in restaurant.

c. A cafeteria or cafeteria type operation where foods, desserts or beverages generally are served in non-disposable containers and consumed within the restaurant building.

d. Self-service restaurants, where food is generally served in disposable containers, and customers generally do the busing and clean-up for themselves or foods.

e. Customers purchase food, desserts or beverages for carry-out.

1 to 50 seating capacity	3
Each additional 15 seats or portion thereof	1

14. TAVERN

An establishment serving alcoholic beverages in which the principal business is the sale of such beverages at retail for consumption on the premises and where sandwiches and snacks are available for consumption on the premises.

1 to 50 seating capacity	3
Each additional 15 seats or portion thereof	1

15. LAUNDRY OR DRY CLEANERS ---------- 1

A business that provides washing, drying, and/or ironing services or machines for hire to be used by customers on the premises.

Additional per washing machine	1

St. Johns River
Water Management District
Hans G. Tanzler III, Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

February 17, 2015

Benchmark Lady Lake 25 Associates, LLC
Steven J Longo
Ste 200
4053 Maple Rd
Amherst, NY 14226-1058

SUBJECT: 108726-3
Texas Roadhouse

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on January 27, 2015. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at floridaswater.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at floridaswater.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and

GOVERNING BOARD

John A. Miklos, CHAIRMAN ORLANDO
Fred N. Roberts Jr., VICE CHAIRMAN OCALA
Chuck Drake, SECRETARY ORLANDO
Carla Yetter, TREASURER FERNANDINA BEACH
Douglas C. Bournique VERO BEACH
Douglas Burnett ST. AUGUSTINE
Lad Daniels JACKSONVILLE
Maryam H. Ghyabi ORLANDO
George W. Robbins

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *floridaswater.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NEWSPAPER ADVERTISING

ALACHUA
The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE
Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Maclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER
Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant)_____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.
A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.
The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**
If you wish to do so, please visit http://floridaswater.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Bureau of Regulatory Support at (386) 329-4570.

Sincerely,

M. Daniels

Margaret Daniels, Bureau Chief

Bureau of Regulatory Support

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Benchmark Lady Lake 25 Associates, LLC
Steven J Longo
Ste 200
4053 Maple Rd
Amherst, NY 14226-1058

This February 17, 2015.

M. Daniels

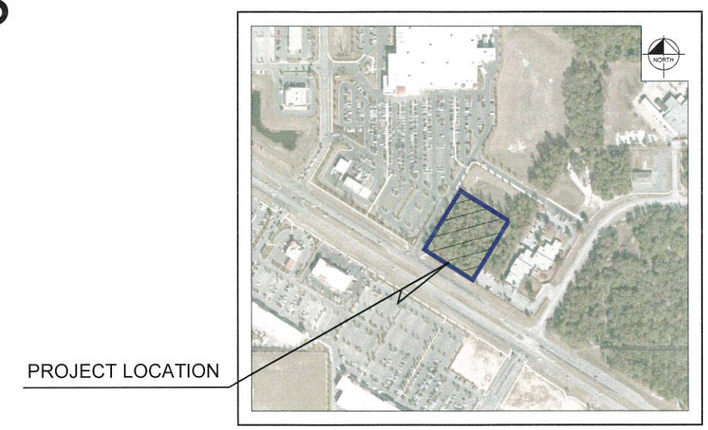
Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 108726-3

CONSTRUCTION PLANS

FOR

TEXAS ROADHOUSE®



AERIAL PHOTOGRAPH

N.T.S.

PARCEL ID #: 08-18-24-015002700200

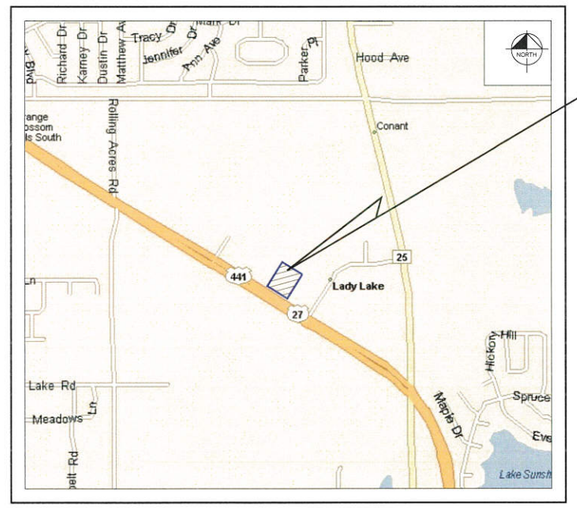
TOWN OF LADY LAKE, FLORIDA

JANUARY 5, 2015

LEGAL DESCRIPTION

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF LOT 1, HOME DEPOT SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 22, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 58° 09' 15" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441, ALSO BEING STATE ROAD NO. 25 AND 500 PER RIGHT-OF-WAY MAP LABELED SECTION 11040 AND DATED 5-01-03, A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SECOND STREET; THENCE CONTINUE SOUTH 58° 09' 15" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441, A DISTANCE OF 617.68 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE RUN NORTH 31° 51' 47" EAST, A DISTANCE OF 325.00 FEET; THENCE RUN SOUTH 58° 08' 13" EAST, A DISTANCE OF 270.00 FEET; SOUTH 31° 52' 45" WEST A DISTANCE OF 324.92 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441; THENCE RUN NORTH 58° 09' 15" WEST, A DISTANCE OF 269.90 FEET ALONG NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.01 ACRES, 87,724 SQUARE FEET, MORE OR LESS.



SECTION 08, TOWNSHIP 18S, RANGE 24E

LOCATION MAP

1"=800'

SHEET INDEX

C0.0	COVER SHEET
C1.0 - C1.1	GENERAL NOTES
C2.0	STORM WATER POLLUTION PREVENTION PLAN
C3.0	DEMOLITION PLAN
C4.0	SITE PLAN
C5.0	PAVING AND GRADING PLAN
C5.1	DRAINAGE PLAN
C6.0	UTILITY PLAN
C7.0 - C7.1	CONSTRUCTION DETAILS
C7.2 - C7.3	TOWN OF LADY LAKE UTILITY DETAILS
L-1.0	LANDSCAPE PLAN
L-1.2 - L-1.3	LANDSCAPE NOTES AND DETAILS
ES-001	SITE PHOTOMETRICS
ES-002	SITE POWER
1 - 4	BOUNDARY, TOPO AND TREE SURVEY

PROJECT TEAM

DEVELOPER
BENCHMARK LADY LAKE 25 ASSOCIATES LLC
4053 MAPLE ROAD
AMHERST, NY 14226
CONTACT: OWEN MIETUS
PHONE: (800) 876-6275
FAX: (716) 961-1299
EMAIL: omietus@benchmarkgrp.com

ARCHITECT
GREENBERG FARROW
3 EXECUTIVE DRIVE, SUITE 150
SOMERSET, NJ 08873
CONTACT: DAWN SCHAFFRAN
PHONE: (732) 537-0811
EMAIL: dschaffran@greenbergfarrow.com

ENGINEER
KIMLEY HORN AND ASSOCIATES, INC.
3660 MAGUIRE BLVD., SUITE 200
ORLANDO, FL 32803
CONTACT: JAY R. JACKSON, P.E.
PHONE: (407) 898-1511
EMAIL: jay.jackson@kimley-horn.com

SURVEYOR
CPH
500 WEST FULTON STREET
SANFORD, FLORIDA 32771
P. O. BOX 2808
SANFORD, FLORIDA 32772-2808
PHONE 407 322-6841
FAX 407 330-0639

LANDSCAPE ARCHITECT:
KIMLEY-HORN AND ASSOCIATES, INC.
2601 CATTLEMEN ROAD, SUITE 500
SARASOTA, FL 34232
CONTACT: CHRIS HICE, RLA, ASLA
PHONE: (941) 922-8187
FAX: (941) 922-2351
EMAIL: chris.hice@kimley-horn.com

PREPARED BY

Kimley»Horn

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3660 Maguire Boulevard, Suite 200, Orlando, FL 32803
Phone: (407) 898-1511
WWW.KIMLEY-HORN.COM CA 00000696

JAY R. JACKSON LICENSE No. 54247 STATE OF FLORIDA PROFESSIONAL ENGINEER

MAR 11 2015

JAY R. JACKSON, P.E.
FL P.E. No. 54247

TEXAS ROADHOUSE – LADY LAKE
SEPTEMBER 05, 2014
ENGINEER'S PROJECT No. 049372010

No.	REVISIONS	DATE	BY
1	REV. PER TOWN OF LADY LAKE COMMENTS	03/11/15	RWS

Drawing name: K:\DRL_Civil\049372010 Texas Roadhouse-Lady Lake\CADD\CONST\PlanSheets\C0.0-COVER.dwg C0.0-COVER Mar 11, 2015 4:06pm by: robert.spence

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

GENERAL

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE EXISTING UTILITY INFORMATION SHOWN IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY CPH. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES, AFFECTING THIS AREA PRIOR TO CONSTRUCTION WORK.

2. PRIOR TO THE INITIATION OF SITE CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ANY EXISTING UTILITIES INCLUDING GAS, WATER, ELECTRIC, CABLE TV, COMMUNICATIONS, SANITARY SEWERS AND STORM DRAINAGE SYSTEMS, ON AND / OR ADJACENT TO THE SITE. REMOVE OR CAP AS NECESSARY.

3. THE CONTRACTOR SHALL EXERCISE CAUTION IN AREAS OF BURIED UTILITIES AND SHALL CALL "SUNSHINE" AT 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO ARRANGE FOR FIELD LOCATIONS OF BURIED UTILITIES.

4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED, BY THE CONTRACTOR OR SUB-CONTRACTORS, AS CALLED FOR IN THESE CONTRACT DOCUMENTS.

5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION/REQUIREMENTS.

6. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, ON ALL PRECAST AND MANUFACTURED ITEMS, TO THE OWNER'S ENGINEER FOR REVIEW. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

7. ALL UTILITY SERVICE STUB-OUTS (WATER, SANITARY SEWER, etc.) ARE TO BE INSTALLED WITHIN 5' OF THE POINT ON CONNECTION TO THE BUILDING(S), UNLESS OTHERWISE NOTED ON PLANS.

8. CONTRACTOR TO COORDINATE WITH THE APPLICABLE ELECTRIC UTILITY SUPPLIER REGARDING ANY NECESSARY RELOCATION(S) OF UNDERGROUND AND/OR OVERHEAD ELECTRIC FACILITIES, AND FOR THE LOCATION AND INSTALLATION OF TRANSFORMER PAD(S) AND ASSOCIATED ELECTRIC FACILITIES.

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

10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AN R-O-W UTILIZATION PERMIT (IF REQUIRED) FOR CONSTRUCTION OF THE PROPOSED UTILITIES. THIS PERMIT MUST BE OBTAINED BY A DULY LICENSED PLUMBING CONTRACTOR (OR CLASS A GENERAL CONTRACTOR) PRIOR TO THE START OF CONSTRUCTION. THESE PLANS AND ANY SUBSEQUENT REVISIONS TO THESE PLANS, THAT ARE ISSUED BY THE ENGINEER, WILL BE SUBJECT TO THE APPROVAL CONDITIONS OF THIS PERMIT.

11. THE GRAPHIC INFORMATION DEPICTED ON THESE PLANS HAS BEEN COMPILED TO PROPORTION BY SCALE AS ACCURATELY AS POSSIBLE. HOWEVER, DUE TO REPRODUCTIVE DISTORTION, REDUCTION, AND/OR REVISIONS, INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE SCALED FOR CONSTRUCTION PURPOSES.

12. ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST REVISION.

13. ALL UNDERGROUND UTILITIES MUST BE IN-PLACE, TESTED AND INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.

14. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH ANY OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS/SUBCONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE GENERAL CONTRACTOR TO COORDINATE AND SCHEDULE HIS/HER ACTIVITIES ACCORDINGLY.

15. ALL DIMENSIONS ARE TO FACE OF CURB.

16. ALL SIGNAGE MUST COMPLY WITH CHAPTER 17 OF THE LADY LAKE LAND DEVELOPMENT CODE.

17. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.

18. FIRE LINE IS DESIGNED BY OTHERS AND IS SHOWN FOR COORDINATION PURPOSES ONLY. FIRE LINES SHALL BE INSTALLED BY A CONTRACTOR, DULY LICENSED BY THE STATE OF FLORIDA FIRE MARSHALL'S OFFICE. CONTRACTOR TO VERIFY REQUIREMENTS PRIOR TO CONSTRUCTION OF THE FIRE PROTECTION SYSTEM.

19. ALL CONCRETE SIDEWALKS SHALL BE CONSTRUCTED PER FDOT DESIGN INDEX (ED. 2014) #310.

20. SITEWORK SHALL COMPLY WITH 2012 FLORIDA BUILDING CODE AND FLORIDA ACCESSIBILITY CODE.

21. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WILL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.

STORM DRAINAGE SYSTEM

1. STANDARD INDEXES REFER TO THE 2012/2013 EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS."

2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.

3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS, WHICH ARE NOT INCLUDED IN LENGTHS.

4. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED SHALL BE TRAFFIC RATED FOR H-20 LOADINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY UPGRADES TO EXISTING DRAINAGE STRUCTURES.

5. CONSTRUCTION OF THE STORMWATER MANAGEMENT SYSTEM MUST BE COMPLETE AND ALL DISTURBED AREAS STABILIZED IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS PRIOR TO ANY OF THE FOLLOWING: ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY; INITIATION OF INTENDED USE OF THE INFRASTRUCTURE; OR TRANSFER OF RESPONSIBILITY FOR MAINTENANCE OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

6. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER JURISDICTION REGULATIONS (MANUFACTURER'S RECOMMENDATIONS SHALL BE UTILITIZED IF MORE STRINGENT).

7. STORM WATER PIPES, STRUCTURES, MINIMUM COVER AND INSTALLATION PROCEDURES TO BE IN ACCORDANCE WITH THE TOWN OF LADY LAKE.

8. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT STANDARD DESIGN INDEX (ED. 2013) #280.

DRAINAGE SYSTEM TESTING AND INSPECTION

1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 2 FULL BUSINESS DAYS IN ADVANCE TO SCHEDULE INSPECTION.

2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE REINSPECTED BY THE OWNER'S ENGINEER PRIOR TO APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS AT THE CONTRACTORS EXPENSE AND PRIOR TO FINAL ACCEPTANCE.

PAVING, GRADING AND DRAINAGE

1. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS, ETC.) IS TO BE EXCAVATED AND REPLACED WITH SUITABLE/COMPACTED SOILS, AS DIRECTED BY THE GEOTECHNICAL ENGINEER OF RECORD OR THE OWNERS ENGINEERS. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER OR OWNER'S ENGINEER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS AND PER THE GEOTECHNICAL REPORT. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.

3. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOILS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS.

4. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES, UNLESS OTHERWISE NOTED.

5. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES.

6. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.

7. CURBING SHALL BE PLACED AT THE EDGES OF ALL PAVEMENT, UNLESS OTHERWISE NOTED. REFER TO THE 2012/2013 EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS" FOR DETAILS AND SPECIFICATIONS OF ALL F.D.O.T. TYPE CURB AND GUTTERS CALLED FOR IN THESE PLANS.

8. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE SOILS ENGINEER FOR APPROVAL.

9. CONTRACTOR TO PROVIDE A 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (STRUCTURES, OTHER POURED)

10. ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX #17346.

11. THE CONTRACTOR WILL STABILIZE BY SEED AND MULCH, SOD, OR OTHER APPROVED MATERIALS ANY DISTURBED AREAS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE UTILITY SYSTEMS AND PAVEMENT AREAS. CONTRACTOR SHALL MAINTAIN SUCH AREAS UNTIL FINAL ACCEPTANCE BY OWNER. CONTRACTOR TO COORDINATE WITH OWNER REGARDING TYPE OF MATERIAL, LANDSCAPING AND IRRIGATION REQUIREMENTS.

12. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO START OF CONSTRUCTION.

13. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES.

14. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A REGISTERED LAND SURVEYOR AT CONTRACTORS EXPENSE.

15. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.

16. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND JURISDICTIONAL PERMITTING AGENCIES.

17. CONTRACTOR IS TO ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN-OUTS, MANHOLES, CATCH BASINS, INLETS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.

PAVING/GRADING TESTING AND INSPECTION

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE SOILS REPORT. UPON COMPLETION OF WORK THE SOILS ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. A QUALIFIED TESTING LABORATORY WILL BE PROVIDED BY CHEDDAR'S AND SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS AND GEOTECHNICAL REPORT, THE VARIOUS AGENCIES AND PERMIT CONDITIONS. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THESE REQUIREMENTS, THE CONTRACTOR WILL BEAR ALL COSTS OF SAID RETESTING.

POTABLE WATER SYSTEM

1. ALL DIP PIPE SHALL BE CLASS 50 OR HIGHER. REFER TO NOTE #4 BELOW FOR ADDITIONAL DIP SPECIFICATIONS. ADEQUATE MEASURES AGAINST CORROSION SHALL BE UTILIZED.

2. ALL WATER MAIN PIPE FITTINGS AND APPURTENANCES SHALL BE INSTALLED TO COMPLY WITH THE TOWN OF LADY LAKE STANDARDS AND SPECIFICATIONS.

3. ALL WATER SERVICE LINES, VALVES AND METERS SHALL BE INSTALLED TO COMPLY WITH APPLICABLE MUNICIPALITY/AGENCY DEPARTMENT STANDARDS AND SPECIFICATIONS.

4. ALL DUCTILE IRON PIPE, 4" TO 24", SHALL BE MANUFACTURED IN ACCORDANCE WITH THE LATEST EDITION OF AWWA C151/A21.51. PIPE SHALL BE FURNISHED IN 18 OR 20 FOOT SECTIONS, PIPE THICKNESS SHALL BE CLASS 50, UNLESS OTHERWISE SPECIFIED.

5. ALL WATER SYSTEM CONSTRUCTION, UP TO AND INCLUDING POINT OF METERING AND BACK FLOW PREVENTION (IF REQUIRED), SHALL BE BUILT ACCORDING TO ORANGE COUNTY UTILITIES STANDARDS AND SPECIFICATIONS.

6. CONTRACTOR TO INSTALL TEMPORARY BLOWOFFS, AT THE END(S) OF PROPOSED WATER MAINS AND SERVICE LATERALS TO BUILDING(S), TO ASSURE ADEQUATE FLUSHING AND DISINFECTION/CHLORINATION.

7. ALL WATER MAINS SHALL BE STERILIZED IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE LATEST AWWA SPECIFICATION C651 AND TOWN OF LADY LAKE WATER DEPARTMENT SPECIFICATIONS.

8. ALL PVC WATER MAIN, 4" TO 8" DIAMETER PIPING, SHALL CONFORM TO ASTM D2241 AND ASTM 1784. PIPE SHALL BE AWWA C-900 DR-18. JOINTS SHALL BE RUBBER GASKETED PUSH-ON CONFORMING TO ASTM D1869.

9. POTABLE WATER MAINS WILL BE PVC SDR 21 (200 PSI) FOR PIPES LESS THEN 4". SCHEDULE 40 AND SCHEDULE 80 PIPING MATERIAL ARE ALSO ACCEPTABLE FOR PIPES SIZES LESS THAN 4". THE ABOVE TYPE INSTALLATIONS MUST BEAR THE "NFS" STAMP FOR COMPATIBILITY WITH POTABLE WATER USE.

10. ALL POLYVINYL CHLORIDE PIPE SHALL BE LAID WITH AN INSULATED 12 GAUGE A.W.G. SOLID STRAND COPPER WIRE WOUND AROUND THE PIPE FORMING ONE COMPLETE SPIRAL PER JOINT OF PIPE. THIS WIRE IS TO BE CONTINUOUS WITH SPLICES MADE ONLY BY METHODS APPROVED BY THE ENGINEER. THIS WIRE IS TO BE SECURED TO ALL VALVES, TEES AND ELBOWS.

11. ALL POTABLE WATER WORK SHALL CONFORM WITH APPLICABLE THE TOWN OF LADY LAKE UTILITIES DEPARTMENT STANDARDS AND SPECIFICATIONS.

POTABLE WATER TESTING AND INSPECTION

1. ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES SHALL REMAIN UNCOVERED UNTIL PROPERLY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINEER. PRESSURE TESTS TO BE IN ACCORDANCE WITH ORANGE COUNTY UTILITIES DEPARTMENT SPECIFICATIONS. CONTRACTOR TO NOTIFY THE OWNER'S ENGINEER AND APPLICABLE AGENCY INSPECTORS 2 FULL BUSINESS DAYS IN ADVANCE OF PERFORMING TESTS.

2. CONTRACTOR TO PERFORM CHLORINATION AND BACTERIOLOGICAL SAMPLING, AND OBTAIN CLEARANCE OF DOMESTIC AND FIRE LINE WATER SYSTEM(S). COPIES OF ALL BACTERIOLOGICAL TEST RESULTS ARE TO BE SUBMITTED TO THE OWNER'S ENGINEER FOR CERTIFICATION PURPOSES.

3. ALL WATER MAINS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH AWWA MANUAL M23, CONCERNING HYDROSTATIC TESTING OF PVC PIPING. OFF-SITE UTILITIES HYDROSTATIC TESTING TO BE WITNESSED BY THE TOWN OF LADY LAKE WATER DEPARTMENT INSPECTOR.

SANITARY SYSTEM

1. ALL PVC PIPE SHALL BE SOLID WALL POLYVINYL CHLORIDE PIPE AND COMPLY WITH ASTM D 3034 AND ALL APPLICABLE ASTM DOCUMENTS AS COVERED IN SECTION NO. 2 OF ASTM D 3034. MAIN LINES SHALL BE A MINIMUM OF 8" DIAMETER, AND LATERALS SHALL BE A MINIMUM 6" DIAMETER.

2. ALL GRAVITY SEWERS MUST BE SDR 35 PVC, EXCEPT FOR PIPE DEEPER THAN 14 FEET, IN WHICH CASE SDR 26 PIPE SHALL BE USED. ELASTOMERIC GASKET JOINTS SHALL BE UTILIZED FOR PVC PIPE, AND SHALL COMPLY WITH ASTM F477, ASTM D3034 & ASTM F679. JOINTS SHALL COMPLY WITH ASTM D3212.

3. ALL SLOPES FOR GRAVITY SEWER MAINS AND SERVICE CONNECTIONS SHALL COMPLY WITH THE FOLLOWING MINIMUM GRADES: 4" @ 2.00%; 6" @ 1.00% ; AND 8" @ 0.40%.

4. ALL SANITARY SEWER WORK SHALL CONFORM WITH APPLICABLE THE TOWN OF LADY LAKE UTILITIES DEPARTMENT STANDARDS AND SPECIFICATIONS.

5. PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING PROPOSED FACILITIES TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION(S) OF EXISTING CONNECTION POINT(S) AND NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.

6. SANITARY SEWER MAINS SHALL HAVE SUITABLE MAGNETIC LOCATOR TAPE(S) BURIED AT LEAST 18 INCHES ABOVE THE MAIN LINES.

7. ALL ON-SITE PVC FORCE MAINS (IF REQUIRED) SHALL BE CLASS 200, DR 14 FOR 4" DIAMETER, AND CLASS 150 DR 18 FOR 6" TO 12" DIAMETER PIPE, IN ACCORDANCE WITH AWWA C900 STANDARDS. PVC FORCE MAIN PIPE SMALLER THAN 4" DIAMETER SHALL BE CLASS 200, SDR 21, IN ACCORDANCE WITH ASTM D 2241. FORCE MAIN SHALL BE SPIRAL WRAPPED WITH 2 INCH WIDE DARK GREEN STICK-ON VINYL TAPE. FORCE MAINS WITHIN THE RIGHT-OF-WAY SHALL BE CLASS 52 DIP, MINIMUM 4" DIAMETER.

8. FORCE MAINS SHALL HAVE SUITABLE MAGNETIC LOCATOR TAPE(S) BURIED AT LEAST 18 INCHES ABOVE THE FORCE MAIN.

SANITARY TESTING AND INSPECTION

1. ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER AND APPLICABLE MUNICIPALITY/AGENCY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH A TELEVISED INSPECTION (TV) OF THE PROPOSED GRAVITY SEWER LINE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE COPIES OF THE TV INSPECTION TAPE TO THE ENGINEER, THE OWNER AND THE APPLICABLE MUNICIPALITY/AGENCY.

2. THE CONTRACTOR SHALL PERFORM AN INFILTRATION/EXFILTRATON TEST ON ALL GRAVITY SEWERS IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. THE SCHEDULING, COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.

3. LEAKAGE TESTS ARE SPECIFIED REQUIRING THAT:
   A. THE LEAKAGE EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM.
   B. EXFILTRATION OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET.
   C. AIR TESTS, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-828 FOR CLAY PIPE, ASTM C 924 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE, AND FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES.

4. CONTRACTOR TO PERFORM APPROPRIATE DEFLECTION TESTS FOR ALL FLEXIBLE PIPE. TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. TESTING REQUIREMENTS SPECIFY:
   A. NO PIPE SHALL EXCEED A DEFLECTION OF 5%.
   B. USING A RIGID BALL OR MANDREL FOR THE DEFLECTION TEST WITH A DIAMETER NOT LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATION, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURED.
   C. PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.

5. CONTRACTOR TO INSPECT & TEST MANHOLE FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE. AIR TESTING, IF SPECIFIED FOR CONCRETE SEWER MANHOLES, SHALL CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.

TREES AND VEGETATION

1. THE CONTRACTOR IS TO MINIMIZE THE REMOVAL OF VEGETATION TO THE GREATEST EXTENT PRACTICAL. NO TREES SHALL BE REMOVED OR DAMAGED WITHOUT OWNER'S APPROVAL. TREES IN CLOSE PROXIMITY TO CONSTRUCTION SHALL BE PROTECTED BY ORANGE FENCING.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS AND RETENTION AND DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION.

AS BUILT

UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE OWNER'S ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION, CERTIFIED BY A REGISTERED LAND SURVEYOR. THIS "AS-BUILT" INFORMATION SHALL INCLUDE INVERT ELEVATIONS, LOCATIONS OF STRUCTURES FOR ALL UTILITIES INSTALLED, AS WELL AS GRADE BREAK LOCATIONS AND ELEVATIONS FOR PROPOSED CONSTRUCTION. NO ENGINEER'S CERTIFICATIONS FOR CERTIFICATE OF OCCUPANCY (C.O.) PURPOSES WILL BE MADE UNTIL THIS INFORMATION HAS BEEN RECEIVED AND ACCEPTED BY THE OWNER'S ENGINEER.

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STATE OF FLORIDA PROFESSIONAL ENGINEER — JAY R. JACKSON — LICENSE NO. 54247
LICENSED PROFESSIONAL JAY R. JACKSON, P.E. FLORIDA LICENSE NUMBER 54247
DATE MAR 11 2015

KHA PROJECT 049372010
DATE 01/05/2015
SCALE AS SHOWN
DESIGNED BY RWS
DRAWN BY RWS
CHECKED BY JRJ

GENERAL NOTES

TEXAS ROADHOUSE®
TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C1.0

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DEMOLITION

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

DEWATERING NOTES

1. DURING THE EXCAVATION OF THE STORMWATER FACILITIES, AND IF GROUNDWATER IS ENCOUNTERED, THE CONTRACTOR SHALL CONSTRUCT A SEDIMENT BASIN TO PROVIDE A DISCHARGE POINT FOR DEWATERING. THE SEDIMENT BASIN CAN BE CELL IN THE PROPOSED EXCAVATION AREA OF A POND OR IT CAN BE A BERMED AREA ABOVE GROUND. ALL DEWATERING MUST BE HELD IN THE SEDIMENT AREA UNTIL THE WATER IS CLEAN SUCH THAT THERE WOULD BE NO TURBID DISCHARGE. AFTER THE WATER IN THE SEDIMENT BASIN IS CLEAN, THE WATER MAY BE RELEASED INTO THE ON-SITE POND PROVIDED THERE IS NO ADVERSE IMPACT TO THE EXISTING WATER QUALITY.
2. UNDER NO CIRCUMSTANCES WILL THE DISCHARGE FROM THE ON-SITE DEWATERING BE DIRECTLY DISCHARGED OFFSITE.
3. DURING THE EXCAVATION THE CONTRACTOR SHALL NOT PENETRATE THE EXISTING CLAY LAYER. IF THE CONTRACTOR ENCOUNTERS THE CLAY LAYER, HE/SHE IS TO PLACE A MINIMUM OF 2 FEET OF SANDY MATERIAL OVER THE CLAY AND TERMINATE THE DEPTH OF THE EXCAVATION.
4. IF CONTRACTOR ENCOUNTERS SILTY/CLAY SAND, WHICH CAUSE THE WATER TO BECOME TURBID, HE/SHE SHALL TREAT THE SEDIMENT BASIN WITH CHEMICAL ADDITIVE SUCH AS ALLUM IN ORDER TO PROMOTE THE COAGULATION OF THE PARTICLES WHICH ALLOW THE TO SETTLE AND THE WATER TO BECOME LESS TURBID. IF TURBID WATER ENCOUNTERED DURING EXCAVATION OF THE PONDS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY TO DETERMINE THE COURSE OF ACTION THAT IS APPROPRIATE TO ELIMINATE THE TURBITY AND ALLOW DISCHARGE THAT MEET WATER QUALITY STANDARDS.
5. THE CONTRACTOR SHALL SEQUENCE THE EXCAVATION OF THE STORMWATER PONDS SUCH THAT A SEDIMENT BASIN WILL BE AVAILABLE AT ALL TIMES. THE SEDIMENT BASIN CAN BE RELOCATED AS NECESSARY SUBJECT TO THE WATER WITHIN THE SEDIMENT BASIN BEING NON-TURBID AND ACCEPTABLE FOR DISCHARGE OFF-SITE.

F.D.O.T. RIGHT-OF-WAY WORK

1. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
2. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES EXTEND INTO THE STABILIZED PORTION OF THE ROADBED AND EXTREME CAUTION WILL BE NECESSARY IN STABILIZATION OPERATIONS AT THESE LOCATIONS.
3. ALL DRAINAGE PIPES SHALL BE STEEL REINFORCED CONCRETE PIPE, CLASS III, UNLESS OTHERWISE NOTED.
4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY THE DISTRICT LOCATION SURVEYOR, WITHOUT DELAY, BY TELEPHONE.
5. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN ON PLANS.
6. THE CONTRACTOR SHALL REMOVE ANY ORGANIC AND PLASTIC MATERIAL ENCOUNTERED IN THE FIELD IN ACCORDANCE WITH FDOT DESIGN STANDARDS (ED. 2014) INDEX No. 500. COST OF REMOVAL OF ORGANIC AND PLASTIC MATERIAL AND BACKFILL OF SUITABLE MATERIAL IN ACCORDANCE WITH INDEX No. 505 SHALL BE INCLUDED IN THE COST OF REGULAR EXCAVATION.
7. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
8. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
9. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES, DURING STANDARD 'BUSINESS HOURS', A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATION AS REQUIRED BY CHAPTER 77-153 OF THE FLORIDA STATUES.
10. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON AVAILABLE RECORDS AND SURVEYS BUT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AS TO THE TYPE AND LOCATIONS OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO AND PROTECT EXISTING UTILITY FACILITIES DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WITH UTILITY OWNERS.
11. ALL MAINTENANCE OF TRAFFIC ITEMS REQUIRED BY THE 600 SERIES INDICES (ED. 2014) SHALL BE FURNISHED, INSTALLED, AND MAINTAINED TO PROPERLY MAINTAIN TRAFFIC AND ADDRESS DROP OFF CRITERIA IN THE WORK ZONE.
12. NO LANES CLOSED BETWEEN THE HOURS OF 6:00 AM TO 9:00 AM AND 3:00 PM TO 6:00 PM.
13. ANY EXISTING OR PROPOSED SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS SHALL BE REMOVED OR COVERED BY THE CONTRACTOR PER INDEX 600 AND WHEN THE CONFLICT NO LONGER EXISTS THE SIGNS SHALL BE RESTORED TO THEIR ORIGINAL POSITION. COST SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC.
14. IF ONLY STANDARD FDOT INDICES (SUCH AS #'S. 612, 613) WILL BE USED, THEN THE CONTRACTOR WILL NOT BE REQUIRED TO PROVIDE SIGNED AND SEALED MAINTENANCE OF TRAFFIC PLANS. IF THE CONTRACTOR REQUIRES OTHER THAN THE STANDARD FDOT INDICES THEN THE CONTRACTOR WILL HAVE TO SUBMIT SIGNED AND SEALED PLANS TO FDOT FOR REVIEW AND APPROVAL.
15. MAINTENANCE OF TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT DESIGN STANDARDS (ED. 2014), THE STANDARDS SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION (ED. 2014), AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS A MINIMUM.
16. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A PERSON CERTIFIED IN FDOT M.O.T.
17. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF TRANSPORTATION A MINIMUM OF TWO BUSINESS DAYS PRIOR TO CLOSING ANY LANES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
18. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
19. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY FROM APPROVED PLANS, THE PERMITTEE OR THE PERMITTEE'S CONTRACTOR SHALL PROVIDE AS-BUILT PLANS, ALONG WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
20. ALL DISTURBED AREAS WITHIN FDOT RIGHT-OF-WAY MUST BE SODDED ONLY WITH COMMON BERMUDA SOD.
21. CONTRACTORS CERTIFICATE OF LIABILITY INSURANCE MUST BE ISSUED PRIOR TO STARTING CONSTRUCTION IN FDOT RIGHT-OF-WAY.
22. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A PERSON CERTIFIED IN FDOT M.O.T.
23. ALL WORK PERFORMED WITHIN FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH FDOT DESIGN STANDARDS (ED. 2014), STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (ED. 2014), AND THE UTILITY ACCOMMODATION MANUAL (ED. 2010).
24. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
25. ALL SIDEWALK CLOSURES SHALL ABIDE TO THE STANDARD PROCEDURES PER FDOT DESIGN STANDARDS (ED. 2014), INDEX #660.

EARTHWORK / DEMUCKING PROCEDURES

1. A GEOTECHNICAL ENGINEERING INVESTIGATION REPORT HAS BEEN PREPARED FOR PURPOSES OF STORM WATER DESIGN, OF WHICH COPIES ARE AVAILABLE THROUGH THE OWNER OR THEIR SOIL TESTING COMPANY. A GEOTECHNICAL ENGINEER SHALL BE RETAINED BY THE CONTRACTOR TO PROVIDE ON-SITE INSPECTIONS DURING EXCAVATION/FILL OPERATIONS AND TESTING OF THE COMPACTED FILL SO THAT PROPER DOCUMENTATION OF THE REQUIRED COMPACTING CRITERIA CAN BE PROVIDED.
2. ALL EXISTING DEBRIS (ABOVE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR, IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS IN A LEGAL MANNER.
3. THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR PLACEMENT OF ALL HEADWALL/ENDWALL FOOTINGS, RETAINING WALL FOOTINGS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT SOILS TESTING HAS BEEN PERFORMED PRIOR TO FINAL INSTALLATION OF IMPROVEMENTS.
4. ANY UNSUITABLE ORGANIC SOIL SHALL BE EXCAVATED TO A MINIMUM MARGIN OF 6 FEET BEYOND ITS PERIPHERY EXCAVATED TO EXPOSE THE UNDERLYING NON-ORGANIC FINE SAND.
5. IF DETERMINED NECESSARY, DEWATERING DURING EXCAVATING/BACKFILLING OPERATIONS MAY BE ACCOMPLISHED BY DITCHING AND THE USE OF SUMP PUMPS AND/OR OTHER METHODS (WELL POINTS), AS NECESSARY. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS FOR DEWATERING ACTIVITIES THAT MAY BE REQUIRED.
6. UPON APPROVAL OF THE GEOTECHNICAL ENGINEER, THE EXCAVATED AREAS MAY BE BACKFILLED WITH CLEAN FINE SAND FREE OF UNSUITABLE OR DELETERIOUS MATERIAL. HOWEVER, THE FILL SHOULD NOT BE PLACED IN MORE THAN 6 INCHES OF STANDING WATER. ONCE THE FILL IS AT LEAST 2 FEET ABOVE THE DEWATERED LEVEL, BACKFILLING MAY PROCEED AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
7. CONTRACTOR TO FOLLOW THE GUIDANCE OF THE REFERENCED GEOTECHNICAL ENGINEERING INVESTIGATION REPORT OR INDICATE WHETHER ON-SITE GEOTECHNICAL ENGINEER SHALL DETERMINE DEPTH OF DEMUCKING AND/OR REMOVAL OF UNSUITABLE FILL.

PAVEMENT MARKING AND SIGNAGE

1. THE INSTALLATION, SHAPE, AND SIZE OF ALL SIGNS AND THEIR LETTERING SHALL COMPLY WITH THE LATEST EDITIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, ED. 2009" (MUTCD), AND THE F.D.O.T. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ED. 2013", AND THE F.D.O.T. "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM, ED. 2013". WHERE CONFLICTS EXIST BETWEEN THE PLANS AND THE ABOVE MENTIONED SPECIFICATIONS, THE MORE STRINGENT CRITERIA SHALL PREVAIL.
2. STOP BARS AND STOP SIGNS ARE TO BE PROVIDED AT ALL INTERNAL, ONSITE INTERSECTIONS, WITH THE EXCEPTION OF SIGNALIZED INTERSECTIONS (UNLESS OTHERWISE NOTED).
3. ALL PAVEMENT MARKINGS SHALL COMPLY WITH THE 2012 F.D.O.T. STANDARD INDEX (ED. 2013) #17346.

JAY R. JACKSON
No. 54247
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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PROFESSIONAL ENGINEER
JAY R. JACKSON
FLORIDA LICENSE NUMBER 54247
MAR 11 2015

KHA PROJECT 049372000
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SCALE AS SHOWN
DESIGNED BY RWS
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GENERAL NOTES

TEXAS ROADHOUSE®
TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C1.1

Plotted By:Spence, Robert Sheet Set:TexasRoadhouse_ Layout:C1.1-NOTES March 11, 2015 04:07:26pm K:\ORL_Civil\049372000 Texas Roadhouse-Lady Lake\CADD\CONST\PlanSheets\C1.0-C1.1-NOTES.dwg
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STORMWATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

PROJECT NAME AND LOCATION

TEXAS ROADHOUSE - LADY LAKE
TAX PARCEL: 08-18-24-1502700200
TOWN OF LADY LAKE, FLORIDA

*SEE COVER SHEET FOR LOCATION MAP

DEVELOPER NAME AND ADDRESS

THE BENCHMARK GROUP
4053 MAPLE ROAD
AMHURST, NY 14226
CONTACT: OWEN MIETUS
PHONE: (800) 6275

PROJECT DESCRIPTION

THIS PROJECT IS PROPOSING TO CONSTRUCT A 7,163 SF TEXAS ROADHOUSE RESTAURANT WITH ASSOCIATED INFRASTRUCTURE.

PROJECT AREA: 2.01 ACRES

DISCHARGE POINT LOCATED AT APPROX:
LAT. 28° 55' 57" N
LONG. 81° 55' 51" W

ULTIMATE RECEIVING WATERS: EXISTING MASTER SYSTEM DRY RETENTION POND

ACTIVITIES THAT REQUIRE EROSION CONTROL

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

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

SOIL PARAMETERS

SOIL TYPES:

SERIES NAME	HYDROLOGIC GROUP
CANDLER FINE SAND	A

SEQUENCE OF MAJOR ACTIVITIES

THE ORDER OF CONSTRUCTION IS AS FOLLOWS:

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

TIMING OF CONTROL MEASURES

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

EROSION AND SEDIMENT CONTROLS

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

STORM WATER MANAGEMENT

STORM WATER COLLECTION SHALL BE PROVIDED BY CATCH BASINS. THE AREAS THAT ARE REGRADED BUT NOT DEVELOPED SHALL BE STABILIZED IMMEDIATELY AFTER REGRADING. THE POND SYSTEM HAS BEEN DESIGNED TO KEEP PEAK FLOW RATES FROM THE MEAN ANNUAL AND TWENTY FIVE YEAR/24 HOUR STORMS AT THEIR PRE-DEVELOPMENT RATES.

STABILIZATION PRACTICES:

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

PERMANENT STABILIZATION - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. THE APPROPRIATE PERMANENT SEED MIX CAN BE FOUND IN TABLES 1.66A, 1.66B AND 1.66C OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, 2 TONS/ACRE OF FINELY GROUND AGRICULTURAL LIMESTONE AND THE PROPER FERTILIZER BASED ON THE TYPE OF SEEDING SHALL BE APPLIED TO EACH ACRE TO PROVIDE PLANT NUTRIENTS. AFTER SEEDING, EACH AREA SHALL BE MULCHED IMMEDIATELY.

STRUCTURAL PRACTICES:

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

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

WASTE DISPOSAL

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

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

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

OFF-SITE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

ITEMS REQUIRING POLLUTION PREVENTION

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

-ASPHALT
-CONCRETE
-FERTILIZERS
-METAL PIECES
-PETROLEUM BASED PRODUCTS
-TAR
-CLEANING SUPPLIES
-DETERGENTS
-MASONARY BLOCK/BRICKS
-PAINT
-WOOD

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

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

SPILL PREVENTION AND CONTROL

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

GOOD HOUSEKEEPING

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

-STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.

-ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.

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

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

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

HAZARDOUS PRODUCTS

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

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

PRODUCT SPECIFIC PRACTICES

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

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

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

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

SPILL CONTROL PRACTICES

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

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

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

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

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

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

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

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

MAINTENANCE AND INSPECTION PRACTICES

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

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

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

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

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

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

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

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

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

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

POLLUTION PREVENTION PLAN CERTIFICATION

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

SIGNED: _____ DATE: MAR 11 2015

JAY R. JACKSON, P.E.
FLORIDA REGISTRATION NUMBER: 54247
PROFESSIONAL ENGINEER

STATE OF FLORIDA JAY R. JACKSON LICENSE No. 54247 PROFESSIONAL ENGINEER

CONTRACTOR'S CERTIFICATION

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

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

No.	REVISIONS	DATE	BY
1	REVISED PER LADY LAKE COMMENTS	03/11/15	RWS

Kimley»Horn
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KHA PROJECT 049372010
DATE 01/05/2015
SCALE AS SHOWN
DESIGNED BY RWS
DRAWN BY RWS
CHECKED BY JRJ
FLORIDA LICENSE NUMBER 54247
DATE MAR 11 2015

STORM WATER POLLUTION PREVENTION PLAN

TEXAS ROADHOUSE
TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C2.0

Plotted By:Spence, Robert Sheet Set:TexasRoadhouseLL Layout:C2.0-SWPPP March 11, 2015 04:08:05pm K:\ORL_Civil\049372010 Texas Roadhouse-Lady Lake\CADD\CONST\Plan Sheets\C2.0-SWPPP.dwg
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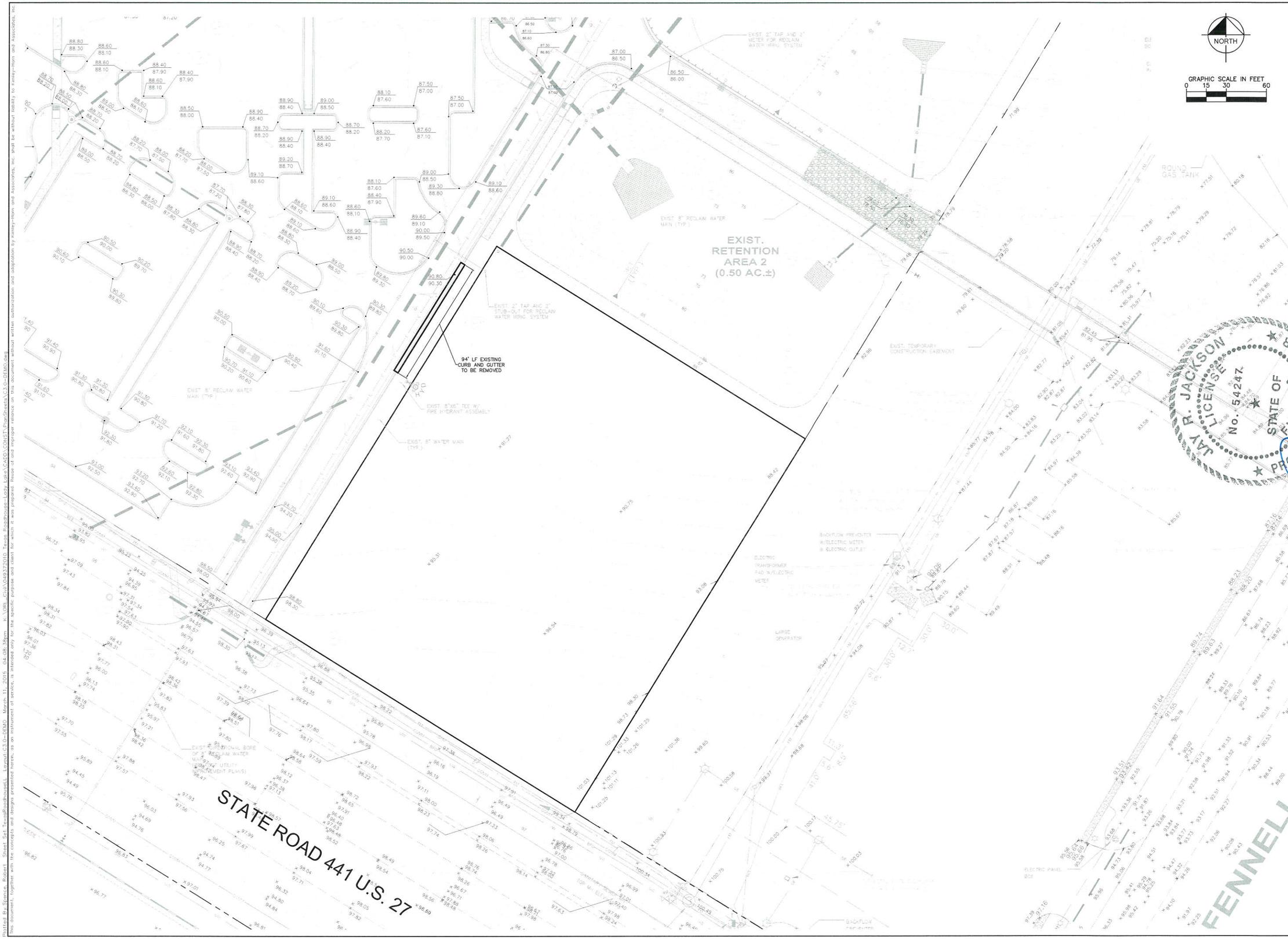

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MAR 11 2015

KHA PROJECT 049372010
DATE 01/05/2015
SCALE AS SHOWN
DESIGNED BY RWS
DRAWN BY RWS
CHECKED BY JRJ

DEMOLITION PLAN

TEXAS ROADHOUSE®

TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C3.0

Plotted By:Spence, Robert Sheet Set:TexasRoadhouseLL Layout:C3.0-DEMO March 11, 2015 04:08:38pm K:\ORL_Civil\049372010 Texas Roadhouse-Lady Lake\CADD\CONST\PlanSheets\C3.0-DEMO.dwg
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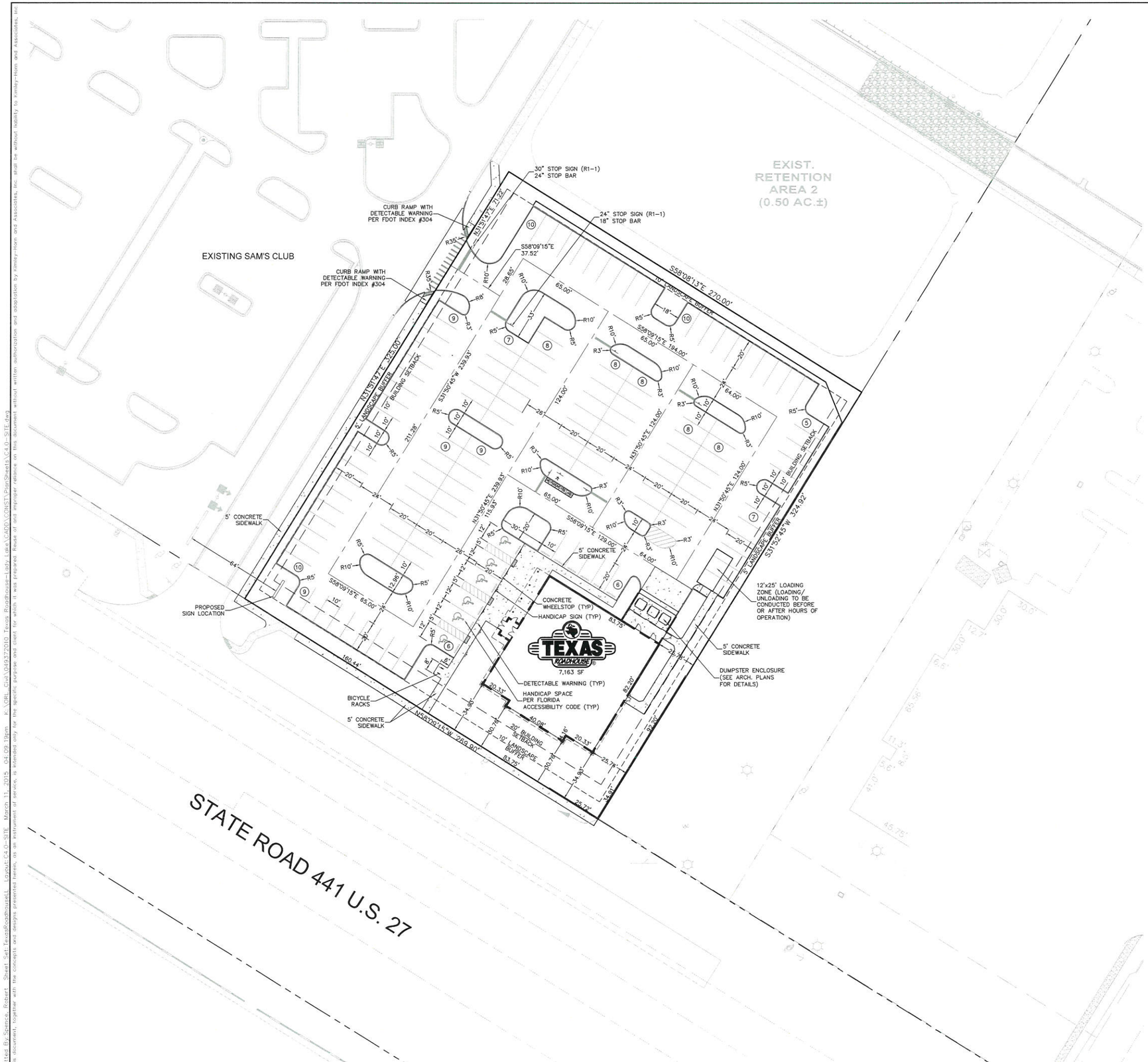

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

SITE DATA:

PROJECT AREA:	2.01 ACRES (87,555.60 SF)
EXISTING USE:	VACANT
PROPOSED USE:	RESTAURANT
ZONING:	HC
FLOOD ZONE:	ZONE X
BUILDING AREA:	7,163 SF
TYPE OF CONSTRUCTION:	VB
OCCUPANCY TYPE:	A2
BUILDING HEIGHT:	25'-11"
NUMBER OF STORIES:	1 STORY
MAX. ALLOWABLE IMPERVIOUS AREA:	80% (1.608 AC) (70,044.48 SF)
NUMBER OF SEATS:	267
NUMBER OF EMPLOYEES:	20
PROPOSED IMPERVIOUS AREA:	
BUILDING:	0.16 AC (7,163 SF)
CONCRETE (SIDEWALKS, ETC.):	0.05 AC (2,274 SF)
ASHALT DRIVE AND PARKING AREA:	1.28 AC (55,655 SF)
TOTAL IMPERVIOUS AREA:	1.49 AC (65,092 SF)
PROPOSED PERVIOUS (OPEN) AREA:	
10% INTERNAL PERVIOUS AREA REQUIRED:	0.20 AC (8,756 SF)
PROVIDED:	0.48 AC (20,933 SF) (23%)

BUILDING SETBACKS:	REQUIRED	PROVIDED
FRONT(S.R. 441)	20'	30.76'
REAR	10'	208'
SIDES	10'	26'

PARKING REQUIRED:
1 SPACE PER 2 SEATS:
(281 SEATS / 2) = 141 SPACES
1 SPACE PER 2 EMPLOYEES:
(20 EMPLOYEES / 2) = 10 SPACES
TOTAL PARKING SPACES: 151 SPACES

PARKING PROVIDED:
HANDICAP SPACES 5 SPACES
REGULAR SPACES 133 SPACES
TOTAL SPACES 138 SPACES

BICYCLE PARKING REQUIRED:
0.03 SPACES PER REQUIRED VECHICULAR PARKING (137/0.03) = 4 SPACES

BICYCLE PARKING PROVIDED:
BICYCLE PARKING 4 SPACES

LOADING ZONE:
REQUIRED (12'x25'): 2 LOADING ZONES
LOADING WILL BE PERFORMED DURNING OFF HOURS

NOTE:
THIS SITE IS LOCATED WITHIN A GOPHER TORTOISE RELOCATION AREA PER FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TORTOISE RELOCATION PERMIT #WR081010a.

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STATE OF FLORIDA
JAY R. JACKSON
LICENSED PROFESSIONAL ENGINEER
No. 54247
MAR 11 2015

KHA PROJECT #	049372010
DATE	01/05/2015
SCALE	AS SHOWN
DESIGNED BY	RWS
DRAWN BY	RWS
CHECKED BY	JRJ

SITE PLAN

TEXAS ROADHOUSE®
TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C4.0

Printed By: Spencer, Robert Sheet Set: TexasRoadhouse1 Layout: C4.0-SITE March 11, 2015 04:09 1Pm K:\ORL_Civil\049372010 Texas Roadhouse-Lady Lake\CADD\CONST\PlanSheets\C4.0-SITE.dwg
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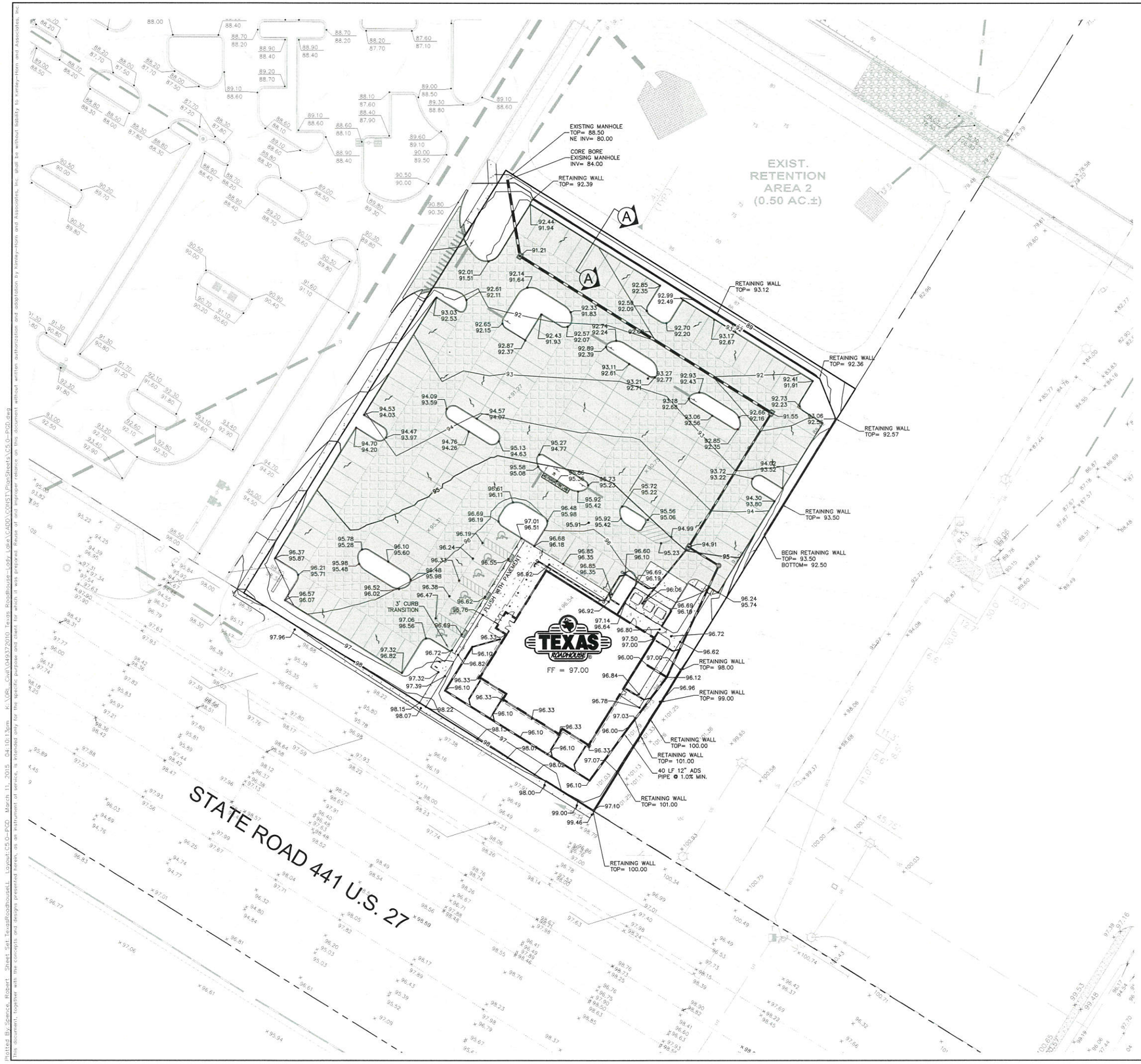

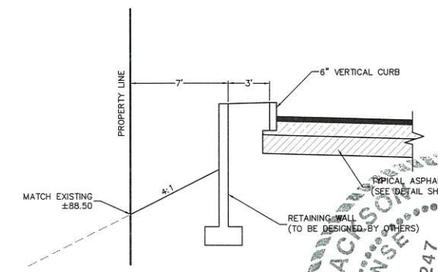

A-A TYPICAL SECTION

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

LEGEND

- PROPOSED STORM LINE
- PROPOSED STORM INLET
- PROPOSED YARD DRAIN
- SURFACE WATER FLOW ARROW
- PROPOSED ASPHALT PAVEMENT (28,279 SF)
- PROPOSED HEAVY DUTY ASPHALT PAVMENT (26,942 SF)
- PROPOSED CONCRETE

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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JAY R. JACKSON LICENSE No. 54247 STATE OF FLORIDA PROFESSIONAL ENGINEER

LICENSED PROFESSIONAL ENGINEER
JAY R. JACKSON
LORIDA LICENSE NUMBER 54247
MAR 11 2015
DATE:

KHA PROJECT 049372010
DATE 01/05/2015
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PAVING AND GRADING PLAN

TEXAS ROADHOUSE
TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C5.0

Plotted By: Spence, Robert Sheet Set: TexasRoadhouseLL Layout: C5.0-PGD March 11, 2015 04:10:13pm K:\ORL_Civil\049372010 Texas Roadhouse-Lady Lake\CADD\CONST\PlanSheets\C5.0-PGD.dwg
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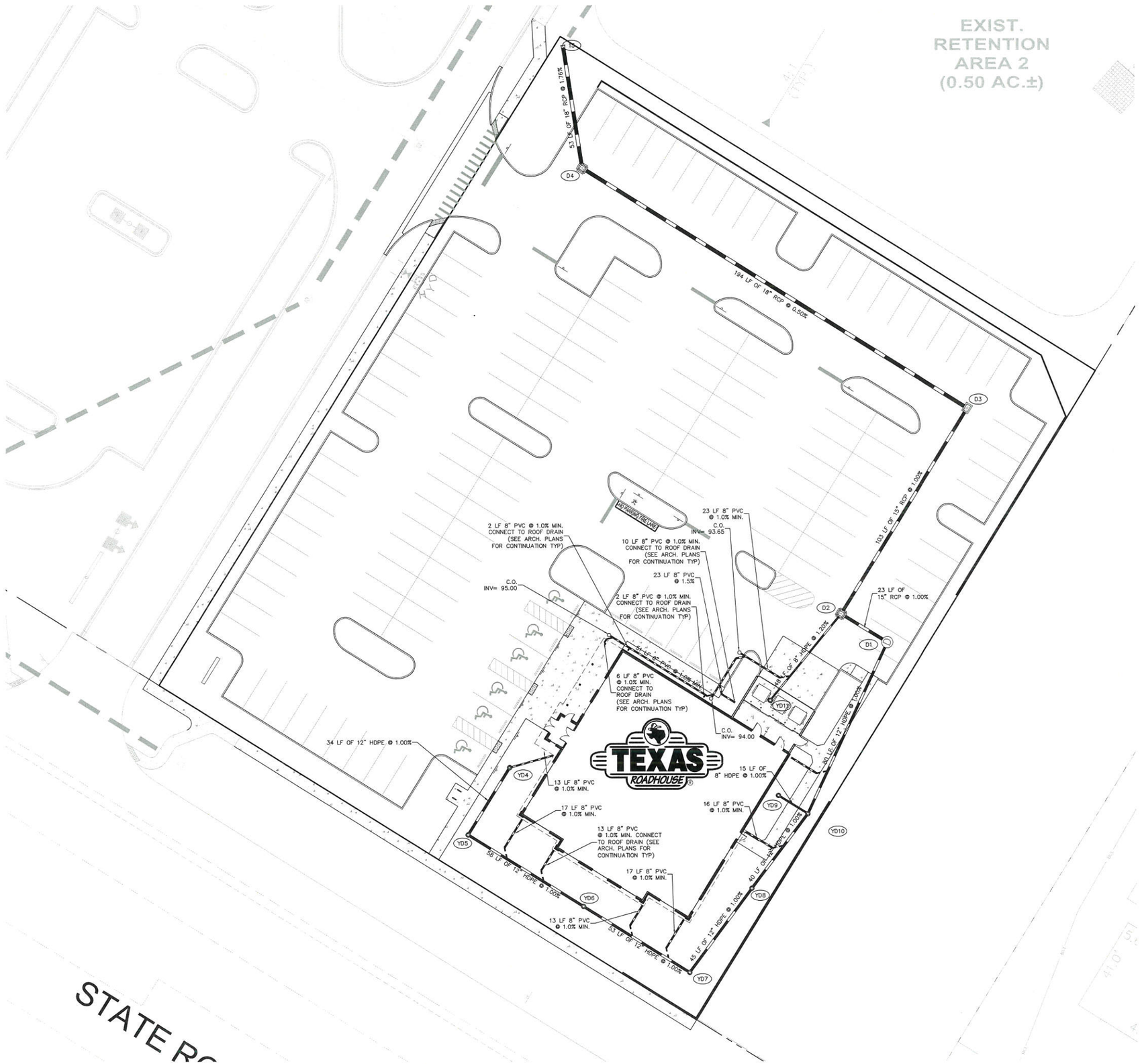

STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
D1	MH TOP: 95.21 SW. INV IN: 87.66 NW. INV OUT: 87.66
D2	TYPE "C" INLET PER FDOT INDEX #232 TOP: 94.91 SE. INV IN: 87.43 SW. INV IN: 87.43 NE. INV OUT: 87.43
D3	TYPE "C" INLET PER FDOT INDEX #232 TOP: 91.55 SW. INV IN: 86.40 NW. INV OUT: 85.90
D4	TYPE "C" INLET PER FDOT INDEX #232 TOP: 91.21 SE. INV IN: 84.93 N. INV OUT: 84.93
YD1	OMITTED
YD2	OMITTED
YD3	OMITTED
YD4	YARD DRAIN TOP: 96.71 SW. INV OUT: 94.66
YD5	YARD DRAIN TOP: 96.10 NE. INV IN: 94.32 SE. INV OUT: 94.32
YD6	YARD DRAIN TOP: 96.10 NW. INV IN: 93.75 SE. INV OUT: 93.75
YD7	YARD DRAIN TOP: 96.10 NW. INV IN: 93.21 NE. INV OUT: 93.21
YD8	YARD DRAIN TOP: 96.00 SW. INV IN: 92.77 NE. INV OUT: 92.77
YD9	YARD DRAIN TOP: 96.00 SE. INV OUT: 94.00
YD10	YARD DRAIN TOP: 96.12 SW. INV IN: 92.37 NW. INV IN: 93.85 NE. INV OUT: 88.46
YD11	YARD DRAIN TOP: 96.06 NE. INV OUT: 88.00

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
1	REVISED PER LADY LAKE COMMENTS	03/11/15	RWS

Kimley»Horn

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PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

JAY R. JACKSON LICENSE No. 54247 STATE OF FLORIDA PROFESSIONAL ENGINEER

Licensed Professional Engineer
FLORIDA LICENSE NUMBER

MAR 11 2015
DATE

KHA PROJECT 049372010
DATE 01/05/2015
SCALE AS SHOWN
DESIGNED BY RWS
DRAWN BY RWS
CHECKED BY JRJ

DRAINAGE PLAN

TEXAS ROADHOUSE

TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C5.1

Plotted By: Spence, Robert Sheet Set: TexasRoadhouseLL Layout: C5.1-DRAIN March 11, 2015 04:11:08pm K:\ORL_Civil\049372010 Texas Roadhouse-Lady Lake\CADD\CONST\PlanSheets\C5.1-DRAIN.dwg
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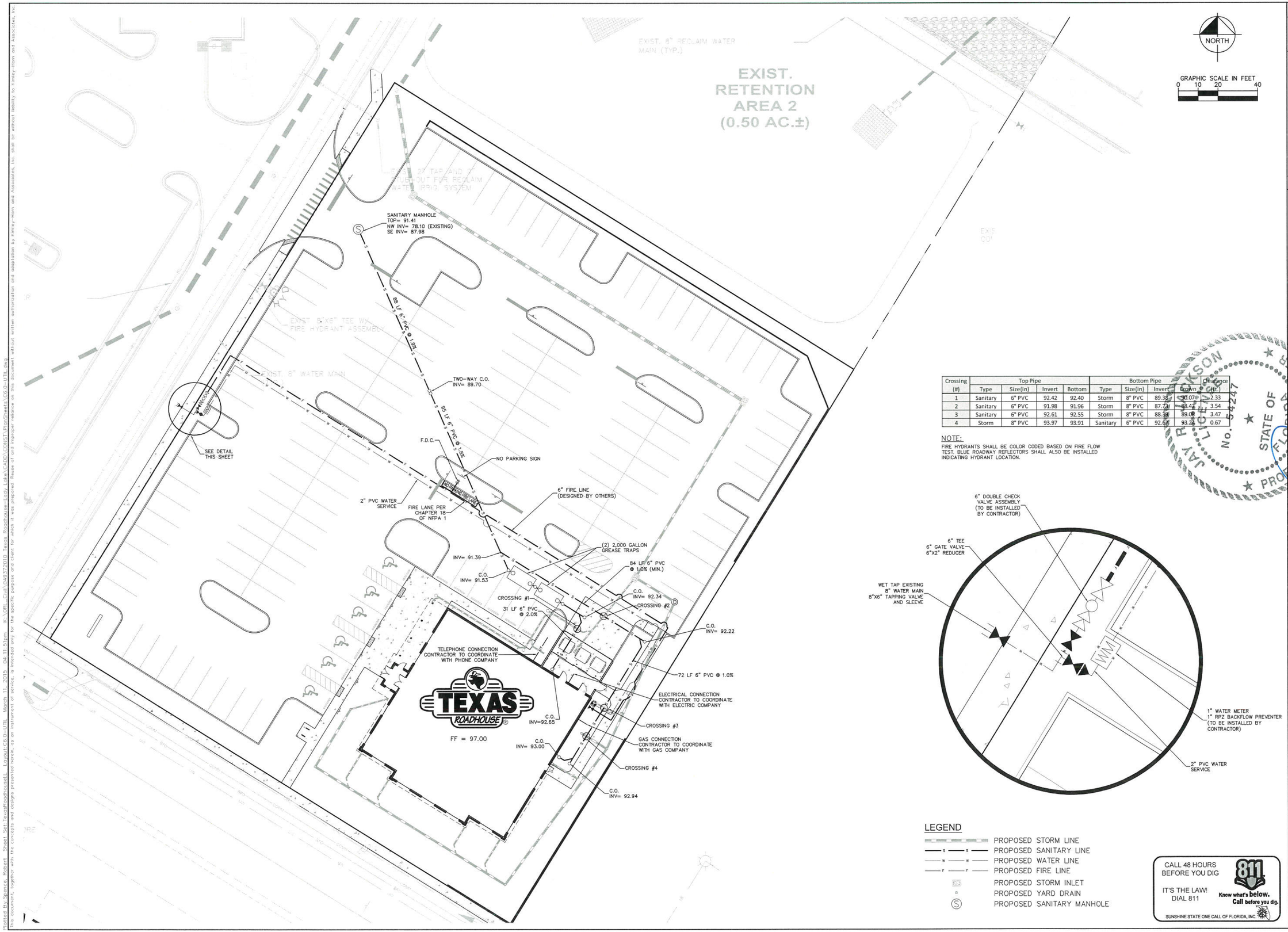

Crossing	Top Pipe				Bottom Pipe				Clearance
(#)	Type	Size(in)	Invert	Bottom	Type	Size(in)	Invert	Crown	(ft.)
1	Sanitary	6" PVC	92.42	92.40	Storm	8" PVC	89.38	90.07	2.33
2	Sanitary	6" PVC	91.98	91.96	Storm	8" PVC	87.73	88.42	3.54
3	Sanitary	6" PVC	92.61	92.55	Storm	8" PVC	88.39	89.08	3.47
4	Storm	8" PVC	93.97	93.91	Sanitary	6" PVC	92.67	93.24	0.67

NOTE:
FIRE HYDRANTS SHALL BE COLOR CODED BASED ON FIRE FLOW TEST. BLUE ROADWAY REFLECTORS SHALL ALSO BE INSTALLED INDICATING HYDRANT LOCATION.

JAY L. JOHNSON No. 54247 STATE OF FLORIDA PROFESSIONAL ENGINEER

Plotted By: Spence, Robert Sheet Set: TexasRoadhouse1 Layout: C6.0-UTIL March 11, 2015 04:11:51pm K:\ORL_Civil\049372010 Texas Roadhouse-Lady Lake\CADD\CONST\PlanSheets\C6.0-UTIL.dwg
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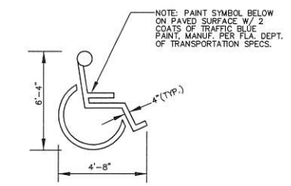
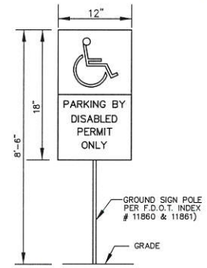


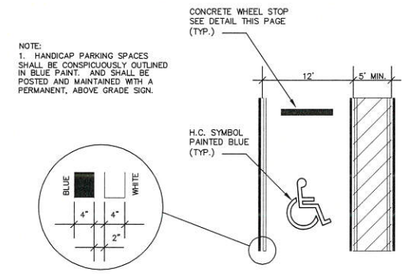
TYPICAL SYMBOL FOR HANDICAP PKG.



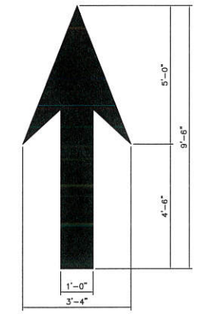
HANDICAP SIGN DETAIL

1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 MAY BE SUBSTITUTED FOR THE FTP 26 IN AREAS WHERE SPACE IS LIMITED.
5. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVEMENT TO BOTTOM OF SIGN).

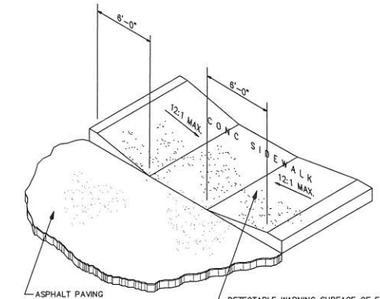
NOTE:
1. HANDICAP PARKING SPACES SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT. AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE GRADE SIGN.



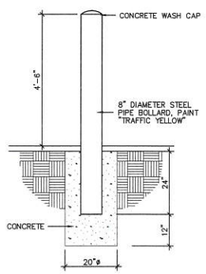
TYPICAL HANDICAPPED STRIPING
NTS



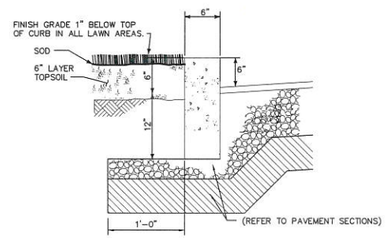
SOLID WHITE DIRECTIONAL PAVEMENT ARROW
NTS



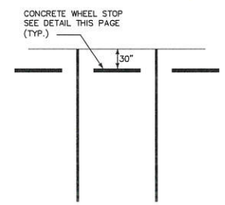
HANDICAP SIDEWALK RAMP



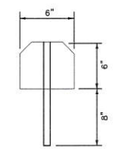
BOLLARD DETAIL
N.T.S.



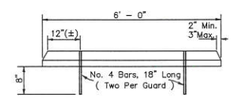
VERTICAL CURB DETAIL



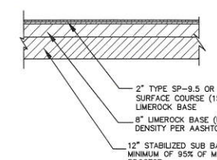
WHEEL STOP LAYOUT
NTS



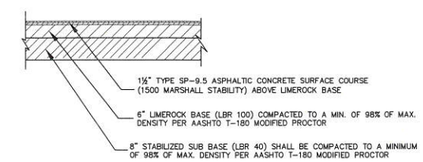
WHEEL STOP PROFILE (TYP.)
NTS



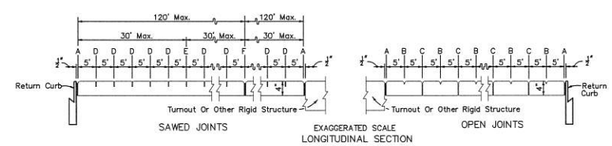
WHEEL STOP
NTS



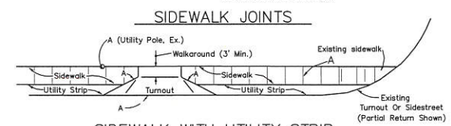
HEAVY DUTY ASPHALT PAVEMENT SECTION
NTS



TYPICAL ASPHALT PAVEMENT SECTION
NTS



SIDEWALK JOINTS



SIDEWALK WITH UTILITY STRIP

JOINT LEGEND

- EXPANSION JOINTS (PREFORMED JOINT FILLER)
- DUMMY JOINTS, TOOLED
- FORMED OPEN JOINTS
- SAW CUT JOINTS, 1¼" DEEP (96 HOUR) MAX. 5' CENTERS
- SAW CUT JOINTS, 1¼" DEEP (12 HOUR) MAX. 30' CENTERS
- EXPANSION JOINT WHEN RUN OF SIDEWALK EXCEEDS 120'
- COLD JOINT WITH BOND BREAKER, TOOLED

FOOTNOTES:

ALL 1/2" JOINTS SHALL BE CONSTRUCTED WITH PREFORMED JOINT FILLER.

* 1/8" OPEN JOINTS PLACED AT EQUAL (20' MAX.) INTERVALS FOR DRIVEWAYS OVER 20' WIDE. JOINTS IN CURB AND GUTTER TO MATCH JOINTS IN DRIVEWAYS.

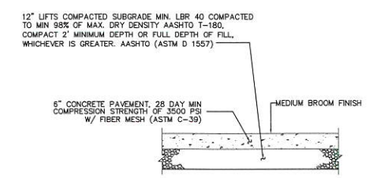
◊ DRIVEWAYS (6" CONCRETE) SHALL BE OF A UNIFORM WIDTH (W) AS SHOWN ON SHT. P-1.

GENERAL NOTES

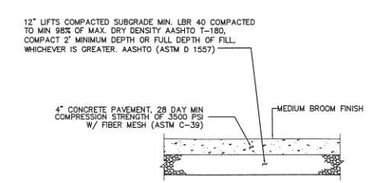
SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION NO. 522 EXCEPT FOR CURB CUT RAMP RUNS WHICH SHALL BE FINISHED IN ACCORDANCE WITH INDEX NO. 304.

BOND BREAKER MATERIAL CAN BE ANY IMPERMEABLE COATED OR SHEET MEMBRANE OR PREFORMED MATERIAL HAVING A THICKNESS OF NOT LESS THAN 6 MILS NOR MORE THAN 1/2".

CONCRETE SIDEWALK DETAIL



CONCRETE PAVEMENT DETAIL
NTS



CONCRETE SIDEWALK DETAIL
NTS

No.	REVISIONS	DATE	BY
1	REVISED PER LADY LAKE COMMENTS	03/11/15	RWS

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KHA PROJECT 049372010
DATE 01/05/2015
SCALE AS SHOWN
DESIGNED BY RWS
DRAWN BY RWS
CHECKED BY JRJ

LICENSED PROFESSIONAL ENGINEER
JAY R. JACKSON, P.E.
FLORIDA LICENSE NUMBER 54247
STATE OF FLORIDA
MAR 11 2015

CONSTRUCTION DETAILS

TEXAS ROADHOUSE
TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C7.0

Plotted By:Spence, Robert Sheet Set:TexasRoadhouseLL Layout:C7.0-DETAILS March 11, 2015 04:12:43pm K:\ORL_Civil\049372010 Texas Roadhouse-Lady Lake\CADD\CONST\PlanSheets\C7.0-DETAILS.dwg
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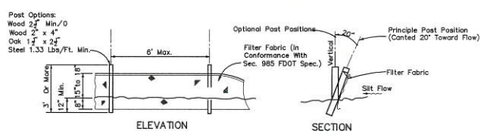
RESTRAINED PIPE TABLE WATER AND RECLAIMED									
MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S).									
FITTING TYPE	PIPE SIZE								
	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	29	37	44	51	65	77	89	105	120
45° BEND	12	15	18	21	27	32	37	44	50
22-1/2° BEND	6	7	9	10	13	15	18	21	24
11-1/4° BEND	3	4	5	6	7	8	9	10	12
PLUG OR BRANCH OF TEE	59	77	93	108	138	166	194	231	265
VALVE	30	39	47	54	69	83	97	116	133

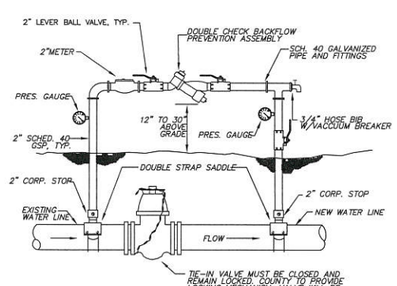
NOTES:
1. FITTINGS SHALL BE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:

   WORKING PRESSURE: 150 P.S.I.
   SOIL DESIGNATION: SM SAND-SILT
   LAYING CONDITION: 3
6. FOR PIPE ENCASED IN POLYETHYLENE, USE VALUES GIVEN IN PARENTHESES OR INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.

RESTRAINED PIPE TABLE
(N.T.S.)

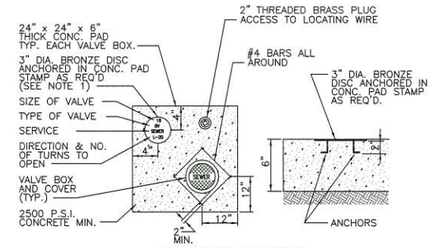


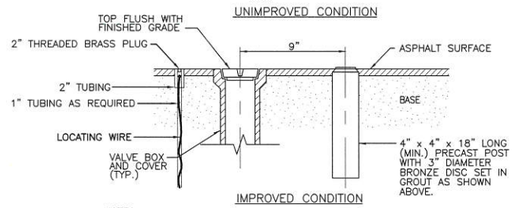
TYPE III SILT FENCE



NOTES:
1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
2. UPON RECEIPT OF CLEARANCE FOR USE FROM THE OWNER/ENGINEER AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE TEMPORARY JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 2" BRASS PLUGS.
3. ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE, METER, FITTINGS, VALVE, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

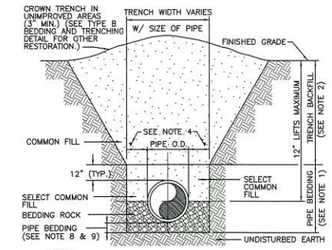
TEMPORARY JUMPER CONNECTION
SCALE: 1/2"=1'-0"





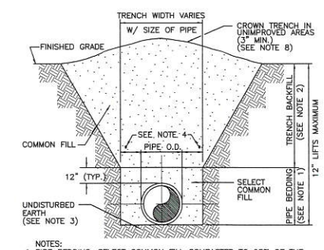
NOTES:
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES 16" AND LARGER, OR AS REQUIRED BY THE TOWN FOR CRITICAL OFFSITE VALVES.
2. VALVE COLLAR DIMENSIONS MAY BE REDUCED TO 18" X 18" X 6" WHEN THE BRONZE IDENTIFICATION DISC IS NOT REQUIRED.

VALVE COLLAR DETAIL
(N.T.S.)



NOTES:
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. USE TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE TOWN OF LADY LAKE.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. USE SHEETING & BRACING IN EXCAVATIONS PER OSHA REQUIREMENTS.
8. GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING, IF REQUIRED BY THE TOWN OF LADY LAKE. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
9. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. COUNTY SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.

TYPE A BEDDING AND TRENCHING DETAIL
N.T.S.



NOTES:
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE TOWN OF LADY LAKE.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. USE SHEETING & BRACING IN EXCAVATIONS PER OSHA REQUIREMENTS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN TOWN OF LADY LAKE RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

TYPE B BEDDING AND TRENCHING DETAIL
N.T.S.

No.	REVISIONS	DATE	BY
1	REVISED PER LADY LAKE COMMENTS	03/11/15	RWS

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JAY R. JACKSON
LICENSED
No. 54247
STATE OF FLORIDA
PROFESSIONAL ENGINEER

KHA PROJECT 049372
DATE 01/05/2015
SCALE AS SHOWN
DESIGNED BY RWS
DRAWN BY RWS
CHECKED BY JRJ
LICENSED PROFESSIONAL ENGINEER
JAY R. JACKSON
FLORIDA LICENSE NUMBER 54247
DATE MAR 11 2015

CONSTRUCTION DETAILS

TEXAS ROADHOUSE®
TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C7.1

Plotted By:Spence, Robert Sheet Set:TexasRoadhouseLL Layout:C7.1-DETAILS March 11, 2015 04:13:19pm K:\ORL_Civil\049372010 Texas Roadhouse-Lady Lake\CADD\CONST\PlanSheets\C7.1-DETAILS.dwg
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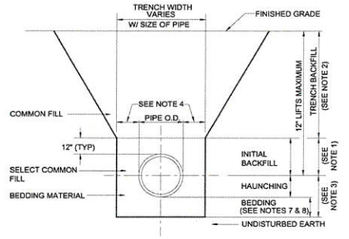
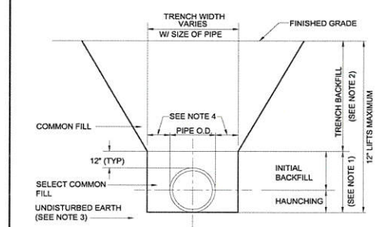


NOTES:
1. INITIAL BACKFILL: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. TYPE A BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (12" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. UTILITIES SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN TOWN OF LADY LAKE RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF R/W UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
BEDDING AND TRENCHING - TYPE A
DATE: FEB. 2009 FIGURE E101



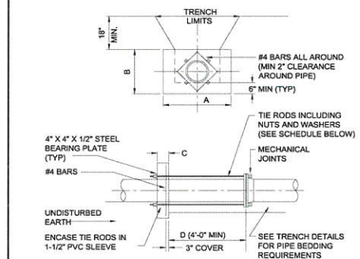
NOTES:
1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY UTILITIES.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (12" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN TOWN OF LADY LAKE RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
BEDDING AND TRENCHING - TYPE B
DATE: FEB. 2009 FIGURE E102

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)										
TYPE	PIPE SIZE									
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	20	29	37	44	51	65	77	89	105	120
45° BEND	8	12	15	18	21	27	32	37	44	50
22-1/2° BEND	4	6	7	9	10	13	15	18	21	24
11-1/4° BEND	2	3	4	5	6	7	8	9	10	12
PLUG OR BRANCH OF TEE	42	59	77	93	108	138	166	194	231	265
VALVE	21	30	39	47	54	69	83	97	116	133

NOTES:
1. FITTINGS SHALL BE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:
   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
6. FOR HDPE, PVC OR PIPE ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.5.

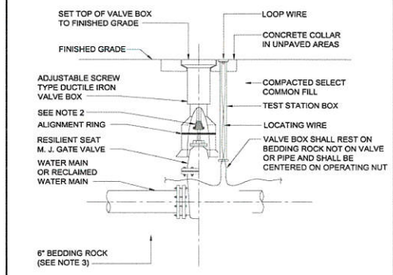
TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
RESTRAINED PIPE TABLE WATER AND RECLAIMED WATER MAINS
DATE: FEB. 2009 FIGURE E104-1



NOTES:
1. ADDITIONAL REINFORCEMENTS SHALL BE AS SPECIFIED BY THE ENGINEER.
2. MINIMUM COMPRESSIVE STRENGTH FOR CONCRETE SHALL BE 2500 PSI.
3. BEDDING, BACKFILL AND COMPACTION SHALL BE AS SPECIFIED ELSEWHERE IN THE STANDARD DRAWINGS.
4. ALL FORM BOARDS SHALL BE REMOVED PRIOR TO BACKFILL.
5. NO ALLOWANCE SHALL BE MADE FOR FRICTION BETWEEN THE PIPE WALL AND THE THRUST COLLAR.
6. DESIGN PRESSURE: 150 PSI.

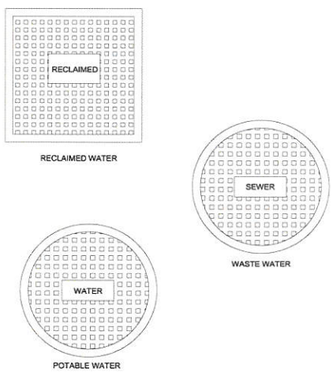
SCHEDULE OF DIMENSIONS AND MATERIALS						
PIPE SIZE (INCHES)	DIMENSIONS (FT.)				TIE RODS REQ'D	
	A	B	C	D	DIA.	NO.
6	2.0	2.0	1.0		3/4	2
8	2.5	2.5	1.0		3/4	2
10	3.5	3.0	1.0		3/4	2
12	5.0	3.0	1.0		3/4	2
16	6.0	4.0	1.5		3/4	4
20	8.0	5.0	1.5		3/4	6
24	9.0	6.0	1.5		3/4	8
NOTE: THRUST COLLAR AREAS TO BE COMPUTED ON BASIS OF 2,000 LBS/SF SOIL RESTRAINT BEARING.						

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
THRUST COLLAR (150 psi) WATER AND RECLAIMED WATER MAINS
DATE: FEB. 2009 FIGURE E105-1

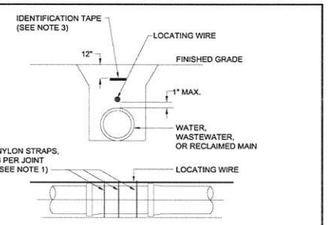


NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. THE VALVE ACTUATING NUT SHALL BE EXTENDED TO BE WITHIN 3' OF FINISHED GRADE.
3. BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
4. WIRE SHALL TERMINATE IN TEST STATION BOX.
5. REFER TO FIGURE A111 FOR INSTALLATIONS AT A DEPTH OF 6' OR GREATER.
6. VALVES SHALL BE AMERICAN AVK SERIES 25.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
GATE VALVE AND BOX WATER AND RECLAIMED WATER MAINS
DATE: FEB. 2009 FIGURE E107



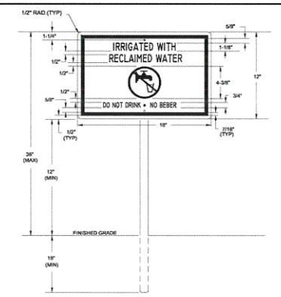
TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
TYPICAL VALVE BOX COVER
DATE: FEB. 2009 FIGURE E110



NOTES:
1. ALL PIPE SHALL REQUIRE INSULATED LOCATING WIRE (14 GAUGE SOLID COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE WRAPPED WITH NYLON STRAPS TO TOP CENTERLINE OF THE PIPE.
2. LOCATING WIRE SHALL TERMINATE INSIDE THE TEST STATION BOX AND SHALL EXTEND 12" ABOVE TOP OF COLLAR.
3. IDENTIFICATION TAPE SHALL BE MANUFACTURED OF POLYETHYLENE WITH A MINIMUM THICKNESS OF 4 MILS. TAPE WIDTH SHALL BE 3 INCHES AND SHALL HAVE BACKGROUND COLOR SPECIFIED BELOW, IMPRINTED WITH BLACK LETTERS. IMPRINT SHALL BE AS SPECIFIED BELOW AND SHALL REPEAT ITSELF A MINIMUM OF ONCE EVERY 2 FEET FOR ENTIRE LENGTH OF PIPE.
4. EARLY WARNING TAPE SHALL BE INSTALLED DIRECTLY ABOVE THE PIPE AT APPROXIMATELY 12-INCHES BELOW FINISHED GRADE AND SHALL HAVE THE FOLLOWING COLOR AND WARNING:

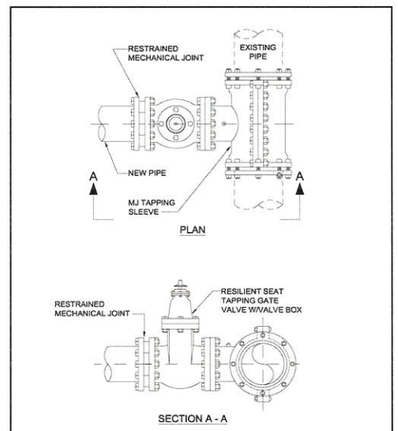
SERVICE TYPE	IMPRINT	BACKGROUND COLOR
WASTEWATER	"CAUTION-WASTEWATER LINE BURIED BELOW"	GREEN
POTABLE WATER	"CAUTION-POTABLE WATER LINE BURIED BELOW"	BLUE
RECLAIMED WATER	"CAUTION-RECLAIMED WATER LINE BURIED BELOW"	PURPLE

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
PIPE LOCATING WIRE
DATE: FEB. 2009 FIGURE E114



NOTES:
1. HEIGHT OF SIGN WILL DEPEND ON LOCATION AND SURROUNDING LANDSCAPE PLANT TYPES. IN ALL CASES, THE SIGN SHALL BE VISIBLE TO THE PUBLIC.
2. BACKGROUND SHALL BE WHITE, LETTERS SHALL BE BLACK (HELVETICA, SWISS 721 COREL OR ACCEPTABLE EQUAL) AND BORDER SHALL BE PANTONE PURPLE 522C.
3. ENGINEERING GRADE REFLECTIVE MATERIALS SHALL BE USED.
4. SIGN MATERIAL SHALL BE OF 0.040 GAUGE METAL.
5. POST SHALL BE 2-3/8" OD ALUMINUM PIPE, HOT DIP GALVANIZED PER ASTM A-123. POST TO BE PROVIDED BY CUSTOMER.
6. MOUNTING HARDWARE SHALL BE STAINLESS STEEL.
7. SIGNS SHALL BE PLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE TOWN OF LADY LAKE APPROVED ENGINEERING PLANS AND/OR AS APPROVED BY THE UTILITIES.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
RECLAIMED WATER SIGNAGE "DO NOT DRINK WATER"
DATE: FEB. 2009 FIGURE E501

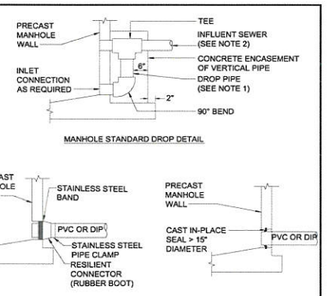


NOTE: VALVES SHALL BE MANUFACTURED BY AMERICAN AVK.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
MJ TAPPING SLEEVE AND GATE VALVE ASSEMBLY FOR WATER AND RECLAIM WATER
DATE: FEB. 2009 FIGURE E121-1

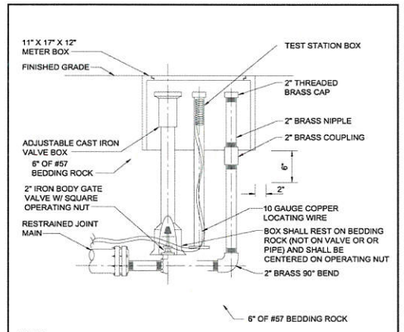
GENERAL NOTES:
1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. MAIN LOCATIONS SHOWN ON PLANS ARE NOT EXACT OR GUARANTEED. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. THE PUBLIC WORKS DEPARTMENT (352) 751-1526 SHALL BE NOTIFIED BY THE CONTRACTOR FOR PIPE EMERGENCIES.
3. ALL EXISTING WATER, FORCE, GRAVITY AND RECLAIMED WATER MAINS AND OTHER FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
4. CONTRACTOR SHALL ADJUST VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, ETC IN CONFLICT WITH ROADWAY.
5. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGES TO UTILITIES' MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY UTILITIES, UTILITIES MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
6. THE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED AT LEAST SEVEN (7) DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN PROXIMITY OF ANY UTILITIES.
7. ONLY UTILITIES SHALL OPERATE WATER, WASTEWATER, AND RECLAIMED WATER VALVES. COORDINATE VALVE OPERATION WITH APPROPRIATE UTILITIES INSPECTOR.
8. THE CONTRACTOR SHALL COORDINATE ALL PUMP STATION OPERATION AND SHUT DOWN CONTROL WITH A PUBLIC WORKS PERSONNEL. THE CONTRACTOR SHALL PROVIDE FOR BYPASSING AND/OR HAULING OF WASTEWATER DURING THE INTERRUPTION OF FLOWS AND CONNECTIONS WITH EXISTING WASTEWATER SYSTEMS.
9. ALL NEW VALVES BEING INSTALLED SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT ANY PROPOSED WATER MAIN TO ANY EXISTING WATER MAIN UNLESS CLEARED BY FDEP AND THE TOWN.
10. ALL EXISTING AND NEW TOWN OF LADY LAKE UTILITIES VALVES, VALVE BOXES, AND MANHOLES SHALL BE PROTECTED AND ADJUSTED TO FINISHED GRADE AS SHOWN ON THE DRAWINGS. ALL EXISTING ABOVE GROUND VALVES TO BE RELOCATED, AS REQUIRED.
11. MAKE TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE WITH TOWN APPROVED METER; FLUSH OUT NEW WATER MAIN WITH POTABLE WATER (USE "JUMPER" ASSEMBLY WITH REDUCED PRESSURE ASSEMBLY BACKFLOW PREVENTER TO MAKE TEMPORARY CONNECTIONS TO AN EXISTING WATER SOURCE).

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
GENERAL NOTES
DATE: FEB. 2009 FIGURE E122



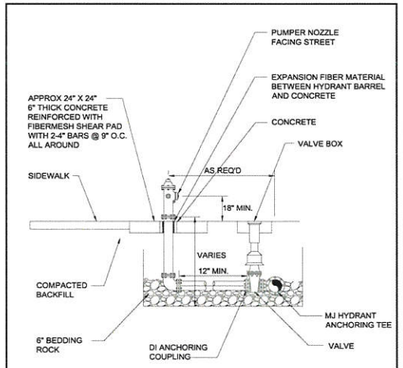
NOTES:
1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
2. AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT LINES WHICH HAVE AN INVERT 2' OR MORE ABOVE THE MANHOLE INVERT.
3. ALTERNATE WATER TIGHT CONNECTION DETAILS FOR CONNECTION OF 24" DIAMETER PIPES AND LARGER MUST BE APPROVED BY UTILITIES.
4. INSIDE SERVICE DROP CONNECTIONS ARE PERMITTED ON EXISTING MANHOLES.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
STANDARD DRAWINGS MANHOLE CONNECTION
DATE: FEB. 2009 FIGURE E302



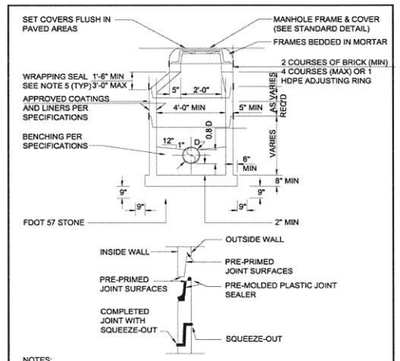
NOTES:
1. ALL 2" PIPE AND FITTINGS SHALL BE THREADED (NPT) BRASS JOINTS OR SCH 80 PVC WITH HYDRO GROUND FLUSHER.
2. 2" WILL BE DETERMINED AT PROJECT DESIGN & REVIEW BY PUBLIC WORKS DEPARTMENT.
3. TO BE DETERMINED BY PUBLIC WORKS DEPARTMENT AT TIME OF PRINT REVIEW.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
STANDARD DRAWINGS BLOW OFF VALVE (STANDARD)
DATE: FEB. 2009 FIGURE E251-1



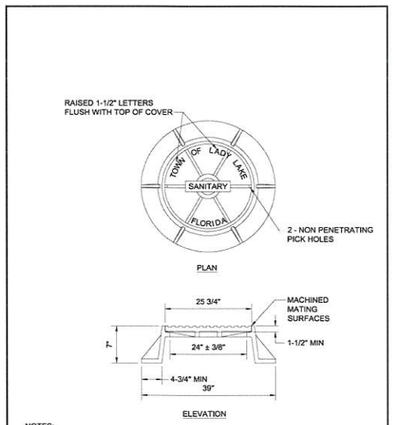
NOTES:
1. FIRE HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE, OR WITH A PERMANENTLY PLUGGED WEEP HOLE.
2. ALL PIPE AND APPURTENANCES SHALL BE RESTRAINED.
3. ALL FIRE HYDRANT AND VALVES TO BE AUK, MUELER OR CLOW.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
STANDARD DRAWINGS FIRE HYDRANT ASSEMBLY
DATE: FEB. 2009 FIGURE E203



NOTES:
1. DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.
2. APPROVED CONCENTRIC CONE DESIGN MAY BE USED AS AN ALTERNATIVE.
3. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
4. LIFT HOLES THROUGH STRUCTURE ARE NOT PERMITTED.
5. WRAP TIGHTLY AROUND CASTING JOINTS TO EFFECTIVELY SEAL THEM FROM GROUND WATER INFILTRATION.
6. HDPE ADJUSTING RINGS MAY BE SUBSTITUTED FOR BRICK RISERS.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
STANDARD DRAWINGS PRECAST CONCRETE MANHOLE
DATE: FEB. 2009 FIGURE E301



NOTES:
1. ONLY APPLIES TO UTILITIES OWNED AND MAINTAINED MANHOLES. "TOWN OF LADY LAKE" SHALL NOT APPEAR ON PRIVATE MANHOLES.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
STANDARD DRAWINGS STANDARD MANHOLE FRAME AND COVER
DATE: FEB. 2009 FIGURE E304

No.	REVISIONS	DATE	BY
1	REVISED PER LADY LAKE COMMENTS	03/11/15	RWS

Kimley»Horn
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LICENSED PROFESSIONAL
DATE:

KHA PROJECT 049372010
DATE 01/05/2015
SCALE AS SHOWN
DESIGNED BY RWS
DRAWN BY RWS
CHECKED BY JRJ

TOWN OF LADY LAKE UTILITY DETAILS

TEXAS ROADHOUSE®
TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C7.2

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Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)			
Vacuum Sanitary Sewer			
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)			
On Site Sewage Treatment & Disposal System	10 ft. minimum	—	—

(1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer: This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional cross-section requirements.

TOWN OF LADY LAKE

CONSTRUCTION STANDARD DETAILS

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

DATE: APRIL 2009 | FIGURE E116

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No.	REVISIONS	DATE	BY
1	REVISED PER LADY LAKE COMMENTS	03/11/15	RWS

Kimley»Horn

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KHA PROJECT 049372010
DATE 01/05/2015
SCALE AS SHOWN
DESIGNED BY RWS
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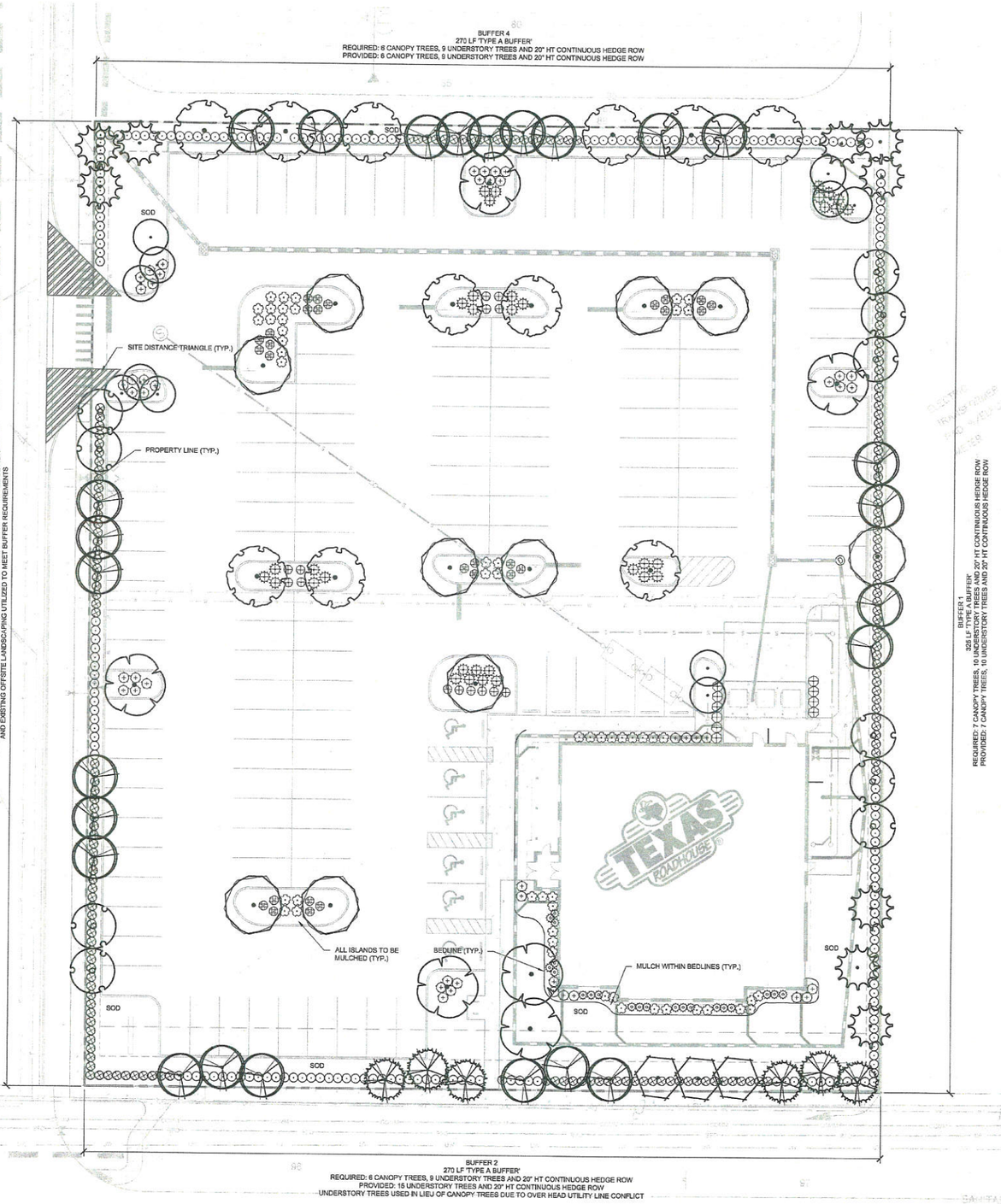
DATE:

TOWN OF LADY LAKE UTILITY DETAILS

TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C7.3



LANDSCAPE CALCULATIONS

	REQUIRED	PROVIDED
NATIVE TREES	50%	88%
DROUGHT TOLERANT	50%	100%
MAX OF 1 SPECIES ALLOWABLE	75%	25%
MINIMUM NUMBER OF TREES PER SECTION 10-3 (a)(2)		
TOTAL ACREAGE: 2 ACRES		
160 TREE CALIPER INCHES PER ACRE	2 (*160"/ACRE) = 320"	355"
25% MAX TO BE PALMS @8" EACH		*46 CANOPY TREES @ 4" EACH*
		38 UNDERSTORY TREES @ 2.5" EACH
		10 PALMS @ 8" EACH (22.5%)
		355" TOTAL
VEHICULAR USE AREA LANDSCAPE REQUIREMENTS PER SECTION 10-3 (C)		
10% OF GROSS SF OF PARKING AREA SHALL BE LANDSCAPE	61,435*10%= 6,144	6,353 SF LANDSCAPE (10.3%)
TOTAL VUA AREA = 61,435 SF		
BUILDING FOUNDATION REQUIREMENTS PER SECTION 10-3 (g)		
70% OF LENGTH OF FACADE ORIENTED TOWARDS ROW/ PARKING		
TO BE LANDSCAPE @ 4' MIN WIDTH.	260 LF *70%= 182	220 LF
	182 LF* 4' WIDTH = 728 SF	880 SF
1 TREE/ 500 SF OF REQUIRED AREA	728 SF/ 500 SF = 2 TREES	2 TREES
VUA BUFFER REQUIREMENTS PER SECTION 6.06.04		
BUFFER 1		
10' WIDTH MIN- 325 LF		
2 CANOPY & 3 UNDERSTORY TREE/100LF (325/ 100)	10 UNDERSTORY TREES	10 UNDERSTORY TREES
20" HEDGE	7 CANOPY TREES	7 CANOPY TREES
BUFFER 2		
10' WIDTH MIN- 270 LF		
2 CANOPY & 3 UNDERSTORY TREE/100LF (325/ 100)	9 UNDERSTORY TREES	15 UNDERSTORY TREES
20" HEDGE	6 CANOPY TREES	*(UNDERSTORY TREES USED DUE TO*
		OVER HEAD UTILITY LINES)
BUFFER 3		
10' WIDTH MIN- 325 LF		
2 CANOPY & 3 UNDERSTORY TREE/100LF (325/ 100)	10 UNDERSTORY TREES	10 UNDERSTORY TREES
20" HEDGE	7 CANOPY TREES	3 CANOPY TREES
		EXISTING OFFSITE LANDSCAPING USED
		TO MEET BUFFER REQUIREMENTS
BUFFER 4		
10' WIDTH MIN- 270 LF		
2 CANOPY & 3 UNDERSTORY TREE/100LF (325/ 100)	9 UNDERSTORY TREES	9 UNDERSTORY TREES
20" HEDGE	6 CANOPY TREES	6 CANOPY TREES

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AR	11	ACER RUBRUM 'FLORIDA FLAME'	FLORIDA FLAME RED MAPLE	F.G.	4" CAL MIN	12' HT MIN
	JS	6	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	F.G.	2.5" CAL MIN	
	LT	25	LAGERSTROEMIA X 'TUSKEGEE'	TUSKEGEE CRAPE MYRTLE MULTI-TRUNK	F.G.	2.5" CAL MIN	
	MC2	3	MYRICA CERIFERA	WAX MYRTLE	F.G.	2.5" CAL MIN	
	MG	6	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	F.G.	4" CAL MIN	12' HT MIN
	QV	10	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	F.G.	4" CAL MIN	12' HT MIN
	SS	11	SABAL PALMETTO HARDENED OFF/ FULLY REGENERATED	CABBAGE PALMETTO	F.G.		10' CT MIN
	TD	9	TAXODIUM DISTICHUM	BALD CYPRESS	F.G.	4" CAL MIN	12' HT MIN
	UA	10	ULMUS ALATA	WINGED ELM	F.G.	2.5" CAL MIN	

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	GG	188	GALPHIMIA GLAUCA	THRYALIS	3 GAL	SEE PLAN	20" HT MIN
	HF	47	HAMELIA PATENS	FIRE BUSH	3 GAL	SEE PLAN	18" FULL
	IN	28	ILEX VOMITORIA 'NANA'	DWARF YAUPON	3 GAL	SEE PLAN	12" FULL
	MC	10	MYRCIANTHES FRAGRANS 'COMPACTA'	COMPACT SIMPSON'S STOPPER	7 GAL	SEE PLAN	36" HT MIN
	PA	53	PLUMBAGO AURICULATA	BLUE PLUMBAGO	3 GAL	SEE PLAN	18" FULL
	RI	21	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL	SEE PLAN	16" FULL
	VO	194	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	3 GAL	SEE PLAN	20" HT MIN
	ZF	34	ZAMIA FLORIDANA	COONTIE PALM	3 GAL	SEE PLAN	18" FULL

NOTES:

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

2. ALL SOD TO BE BAHIA GRASS (PASPALUM NOTATUM) UNLESS DIRECTED OTHERWISE BY OWNER.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

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DATE: 3/10/2015

KHA PROJECT 0493/2010
DATE 3/11/2015
SCALE AS SHOWN
DESIGNED BY CDC
DRAWN BY KHA
CHECKED BY JRP

LANDSCAPE PLAN

TEXAS ROADHOUSE
TOWN OF LADY LAKE FL

SHEET NUMBER
L-1.0

Plotted By:Kepler, Christopher Sheet Set:0493/2010 - Texas Roadhouse - Lady Lake Layout: 100 Landscape Plan March 10, 2015 03:40:49pm K:\SAR_LRG\493\2010 - Texas roadhouse - lady lake\CAD\components\L-Plan Sheet.dwg
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GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED HEREIN.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.

3. THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS, INDEX 600. IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED, THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S REPRESENTATIVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR: REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. PROTECTION OF EXISTING PLANT MATERIALS

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

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

D. MATERIALS

1. GENERAL

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

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

2. PLANT MATERIALS

a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.

b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

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

1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW.

2. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.

b. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.

2. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

F. WATER

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

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

G. FERTILIZER

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

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

H. MULCH

1. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). MULCH SHALL BE "FLORIMULCH," EUCALYPTUS MULCH, OR SIMILAR SUSTAINABLY HARVESTED MULCH UNLESS SPECIFIED OTHERWISE.

2. PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6' MINIMUM) PLANTED UNDER THIS CONTRACT.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.

4. RPG= "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.

K. COLLECTED STOCK

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

L. NATIVE STOCK

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

M. MATERIALS LIST

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

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC.., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

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

4. SODDING

a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE

a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

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

S. FINAL INSPECTION AND ACCEPTANCE OF WORK

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

T. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER.

3. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE AND IRRIGATION MAINTENANCE, THE CONTRACTOR SHOULD VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER. CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL
JAMES R. PANKONIN, PLA
FL LICENSE NUMBER 6666900
DATE: 3/10/2015

KHA PROJECT	049372010
DATE	3/11/2015
SCALE	AS SHOWN
DESIGNED BY	CDC
DRAWN BY	KHA
CHECKED BY	JRP

LANDSCAPE NOTES

TEXAS ROADHOUSE®
TOWN OF LADY LAKE FL

SHEET NUMBER
L-1.2

Plotted By:Hepler, Christopher Sheet Set:049372010 – Texas Roadhouse – Lady Lake Layout:L-1.2 LANDSCAPE NOTES March 10, 2015 03:40:54pm K:\SAR_URG\049372010 – texas roadhouse – lady lake\CAD\plansheets\LS P on Sheet_049372010.dwg
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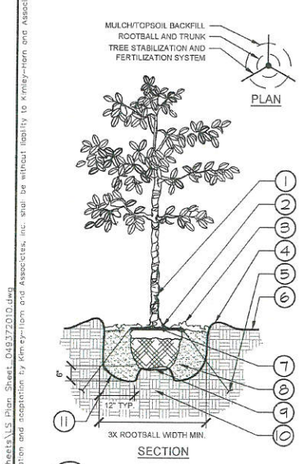
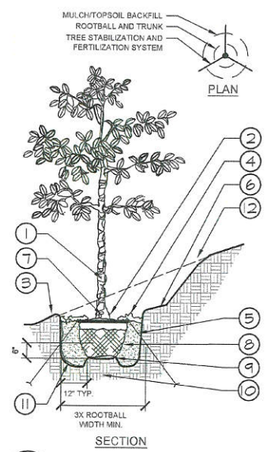


1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. 6" DIA. CLEAR OF MULCH AT TRUNK FLARE.
3. 3" MINIMUM MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
4. 4" HIGH BERM, FIRMLY COMPACTED.
5. TERRA TOGGLE EARTH ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. TOP OF ROOTBALL SHALL BE 1" ABOVE FINISHED GRADE. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER
B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.
C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

1 / L-1.3 TREE PLANTING
SECTION / PLAN — NTS

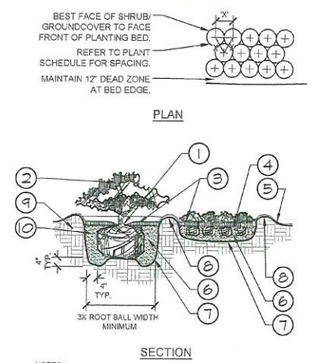


1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. 6" DIA. CLEAR OF MULCH AT TRUNK FLARE.
3. 3. 4" HIGH BERM, FIRMLY COMPACTED.
4. 3" MINIMUM OF HARDWOOD BARK MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
5. TERRA TOGGLE EARTH ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.
12. CUT BACK SLOPE TO PROVIDE A FLAT SURFACE FOR PLANTING.

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.
C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

2 / L-1.3 TREE PLANTING ON A SLOPE
SECTION / PLAN — NTS

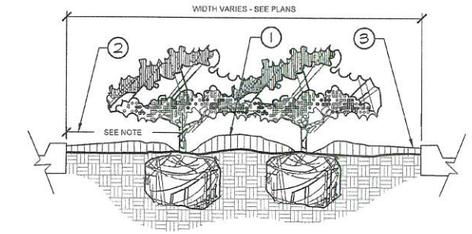


1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH LAYER AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES) NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY OF PLANTING PIT SIDES AND BOTTOM.
8. 4" HIGH BERM FIRMLY COMPACTED.
9. UNDISTURBED NATIVE SOIL.
10. FERTILIZER TABLETS (MAX 3" DEEP)

NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.
C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

3 / L-1.3 SHRUB/GROUNDCOVER PLANTING
SECTION / PLAN — NTS

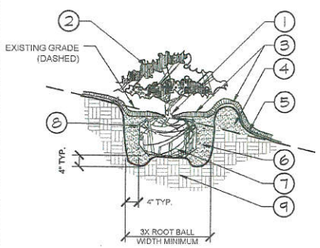


1. CROWN ISLANDS @ 5:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. CLEAR ZONE: 36" MIN. FROM BACK OF CURB TO CENTER OF NEAREST SHRUB. CLEAR ZONE SHALL CONTAIN 3" CONTINUOUS MULCH OR TURF, SEE PLANS.
3. 2" MIN VERTICAL CLEARANCE, TOP OF CURB TO TOP OF MULCH.

NOTES:

A. EXCAVATE A CONTINUOUS 24" DEEP PIT (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING MIX.
B. PROTECT AND RETAIN ALL CURBS AND BASE. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).
C. ALL ISLANDS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS.

4 / L-1.3 PLANTED PARKING LOT ISLANDS/MEDIANS
SECTION — NTS

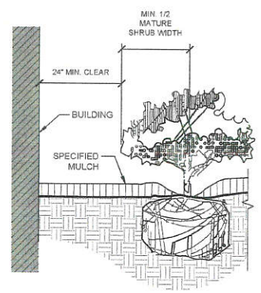


1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE SHRUBS AS DIRECTED BY OWNER'S REPRESENTATIVE.
3. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE SHRUBS ARE PLACED IN MASSES, MULCH SHALL BE SPREAD IN A CONTINUOUS BED.
4. SOIL BERM TO HOLD WATER. TOP OF PLANTING PIT 'BERM' TO BE LEVEL ACROSS PIT. SLOPE DOWNHILL PORTION OF BERM AS REQUIRED TO MEET EXISTING GRADE. MULCH OVER EXPOSED TOPSOIL.
5. FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).
7. SCARIFY SIDES AND BOTTOM OF PLANTING PIT.
8. FERTILIZER TABLETS (MAX 3" DEEP).
9. UNDISTURBED NATIVE SOIL

NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.
C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

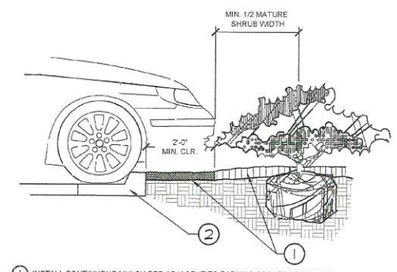
5 / L-1.3 SHRUB/GROUNDCOVER PLANTING ON A SLOPE
SECTION — NTS



NOTES:

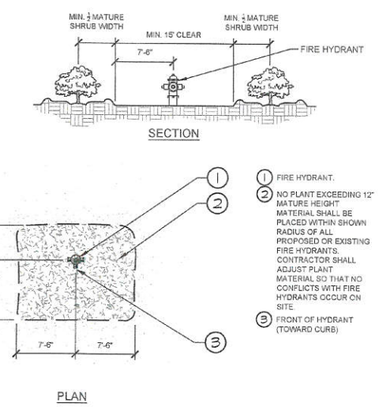
1. CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.
2. INSTALL SPECIFIED MULCH: 24" MIN. FROM BUILDING. SPECIFIED MULCH TO BE INSTALLED AT A DEPTH OF 3" (MIN.)

6 / L-1.3 PLANTINGS ADJACENT TO BUILDINGS
SECTION — NTS



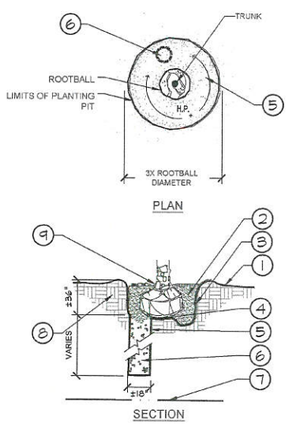
1. INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES AS SHOWN. MULCH SHALL BE MIN. 3" DEEP. NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE.
2. CURB / PARKING LOT EDGE.

7 / L-1.3 PARKING SPACE/CURB PLANTING
SECTION — NTS



1. FIRE HYDRANT.
2. NO PLANT EXCEEDING 12" MATURE HEIGHT MATERIAL SHALL BE PLACED WITHIN SHOWN RADIUS OF ALL PROPOSED OR EXISTING FIRE HYDRANTS. CONTRACTOR SHALL ADJUST PLANT MATERIAL SO THAT NO CONFLICTS WITH FIRE HYDRANTS OCCUR ON SITE.
3. FRONT OF HYDRANT (TOWARD CURB)

8 / L-1.3 SHRUB PLANTING AT FIRE HYDRANT
SECTION / PLAN — NTS

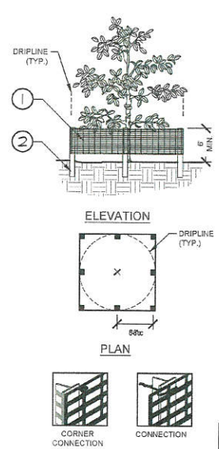


1. FINISH GRADE (SEE GRADING PLANS).
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH. MIRAFI 500X OR BETTER.
4. SLOPE BOTTOM TO DRAIN.
5. AUGURED HOLE Ø ±18" PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
6. BACKFILL WITH 1/2" - 3/4" GRAVEL TO REQUIRED DEPTH THROUGH OCCLUDING LAYER TO ASSURE PROPER PERCOLATION.
7. WATER TABLE. (DEPTH VARIES)
8. UNDISTURBED NATIVE SOIL.
9. SET ROOTBALL ON UNDISTURBED STABLE SUBSOIL SO THAT TOP OF ROOT BALL IS 1" ABOVE FINISHED GRADE.

NOTES:

A. THIS DETAIL SHALL BE IMPLEMENTED WHERE PERCOLATION RATES ARE 2" PER HOUR OR LESS.
B. CONTRACTOR TO PERFORM PERCOLATION TEST AS REQUIRED. AND NOTIFY OWNER/LANDSCAPE ARCHITECT.
C. SEE TYPICAL TREE PLANTING DETAIL THIS SHEET FOR PLANT STAKING.

9 / L-1.3 POOR DRAINAGE CONDITION
SECTION / PLAN — NTS



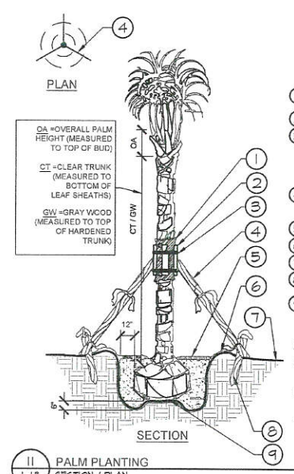
1. 6"H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 8' TALL METAL "T" POSTS OR 2" x 2" X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.
B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/3 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 6' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.
C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).
D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

10 / L-1.3 TREE PROTECTION FENCING
ELEVATION / PLAN — NTS



1. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
2. FIVE 2" X 4" X 18" WOOD BATTENS.
3. SECURE BATTENS WITH 2- 3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
4. (3) 2"X4"X8' SUPPORTS. NAIL (DRILL AN NAIL IF NECESSARY) TO BATTENS AND 2" 4" STAKES. STAIN DARK BROWN.
5. 3" SPECIFIED MULCH
6. BERM SOIL TO HOLD WATER.
7. FINISH GRADE
8. 2X4X24" (MIN) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES.
9. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
B. ALL TREE STAKING IS TO BE WITHIN MULCH BED AREA OUTSIDE TREE PIT.
C. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION - REFER TO POOR DRAINAGE CONDITION DETAIL.

11 / L-1.3 PALM PLANTING
SECTION / PLAN — NTS

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LICENSED PROFESSIONAL
JAMES R. PANKONIN, PLA
FL LICENSE NUMBER 66669000
DATE: 3/10/2015

KHA PROJECT 049372010
DATE 3/11/2015
SCALE AS SHOWN
DESIGNED BY CDC
DRAWN BY KHA
CHECKED BY JRP

LANDSCAPE DETAILS

TEXAS ROADHOUSE
TOWN OF LADY LAKE FL

SHEET NUMBER
L-1.3

Plotted By:Hepler, Christopher Sheet Set:049372010 - Texas Roadhouse - Lady Lake Layout:L-1.3 LANDSCAPE DETAILS March 10, 2015 03:40:59pm K:\SAR_LRO\149372010 - texas roadhouse - lady lake\CAD\sheetsets\LS Plan Sheet.049372010.dwg
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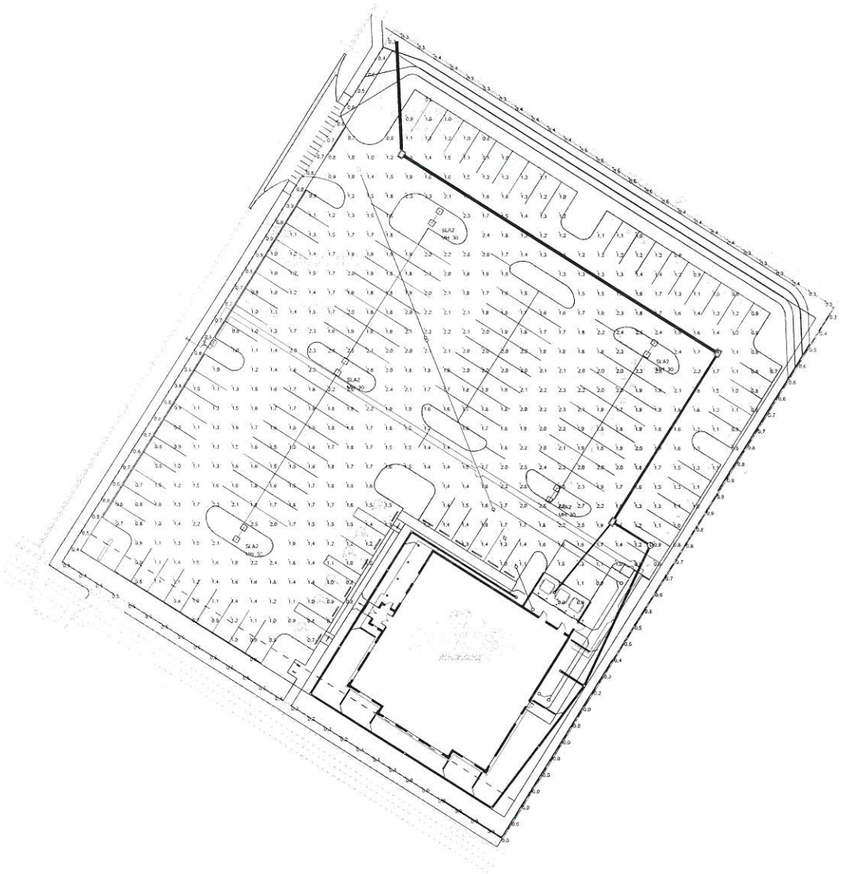
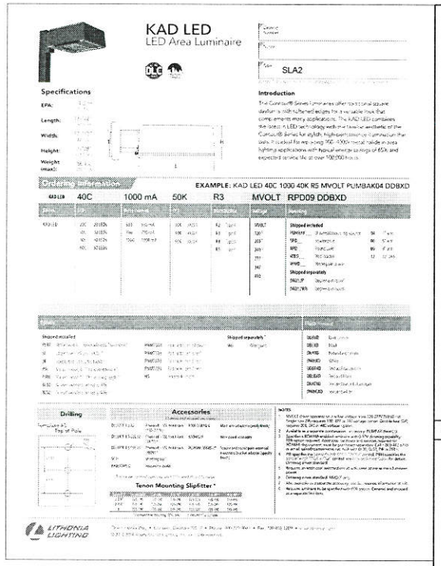
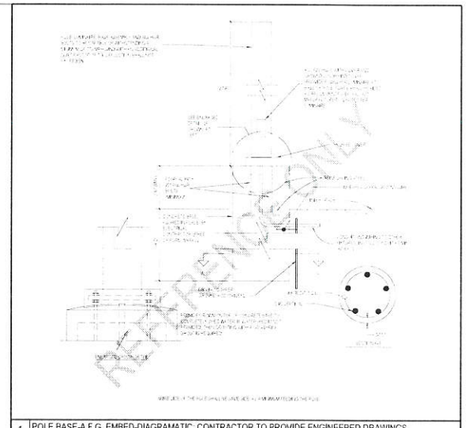
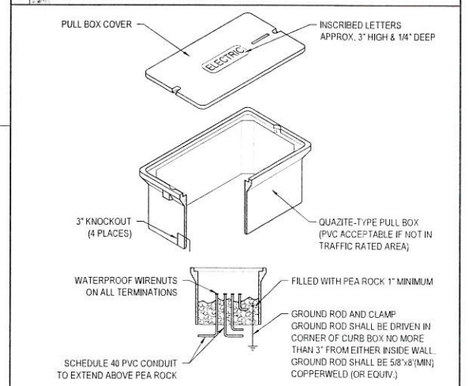






1 POLE BASE-A.F.G. EMBED-DIAGRAMATIC: CONTRACTOR TO PROVIDE ENGINEERED DRAWINGS



2 Inground Pull Box Detail

Scale: None

Luminaire Schedule

Label	Symbol	Qty	Arrangement	(MANUFAC)	Description	No. Lamps	Lumens/Lamp	Lum. Lumens	LLF	Lum. Watts	Total Watts
SLA2		5	BACK-BACK	Lithonia Lighting	KAD LED 40C 1000 50K T5M MVOLT RPA DDBXD (WINEW DSX OPTICS) MOUNTED @ 33' AFG ON ROUND TAPERED BASE MOUNTED STEEL POLE	1	N.A.	13146	0.950	136	1360

Calculation Summary

Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Luminance	Fc	1.96	2.9	0.6	3.60	4.83
PROPERTY LINE	Luminance	Fc	0.40	0.9	0.0	N.A.	N.A.

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Cuhaci & Peterson
Architects Engineers Planners
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CLIENT NAME
SRK Lady Lake 24 Associates, L.L.C.
4053 Maple Road
Amherst, NY 14226-1072

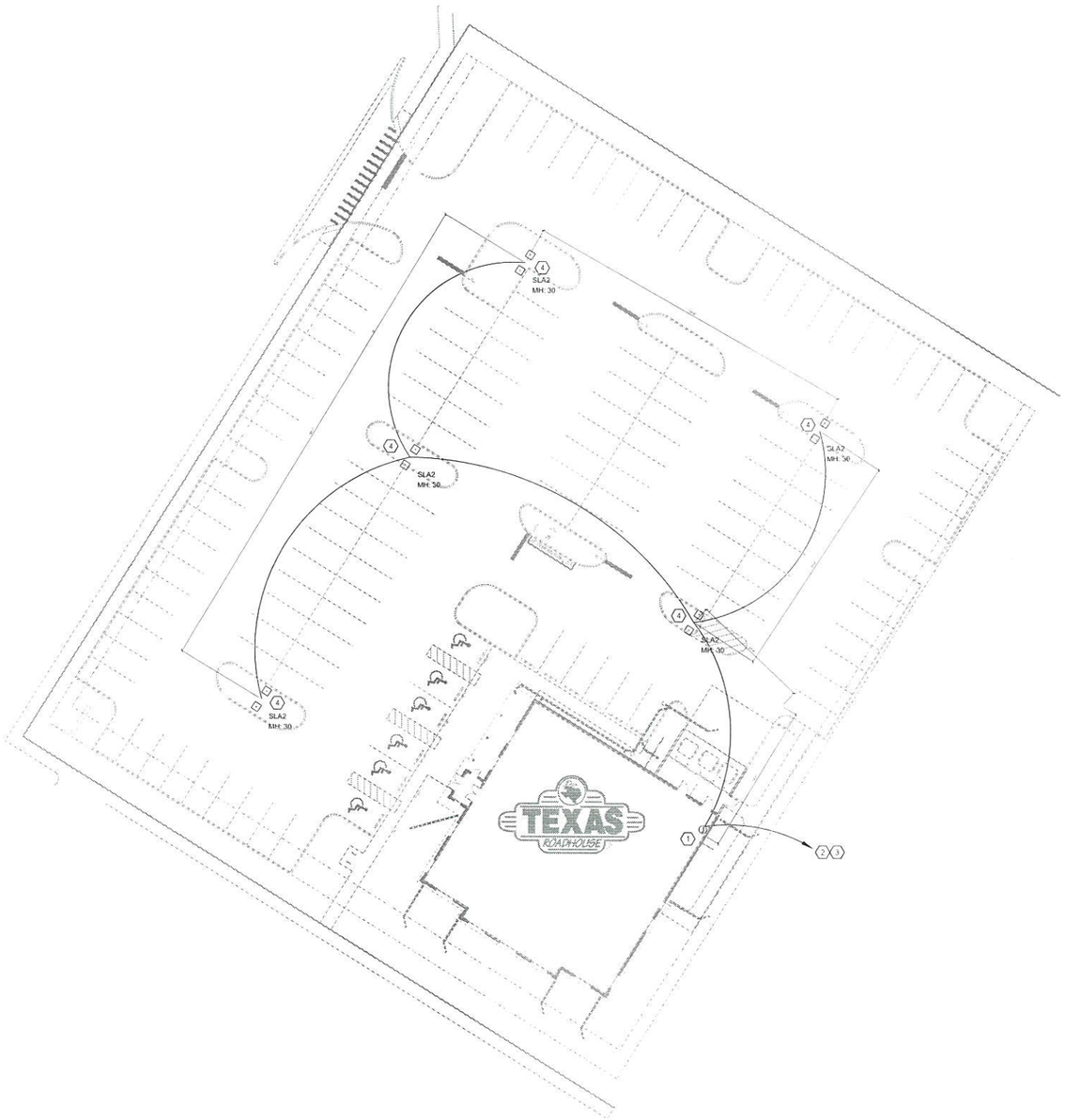
PROJECT NAME
Texas Roadhouse
@ SR 500 & US 27
Lady Lake, FL
Site Lighting

SHEET TITLE
SITE PHOTOMETRICS

RELEASE

PROJECT NO. 2140924
DATE 10/30/2014
DRAWN CDA
CHECKED SED

ES-001



POWER PLAN NOTES:

1. SITE CONTRACTOR TO INSTALL NEMA 3R PULL BOX ABOVE GRADE AND CAP OFF WIRES FOR CONTINUATION BY TENANT CONTRACTOR. TENANT CONTRACTOR TO PROVIDE CIRCUIT NUMBER AND CONTROLS TO COMPLY WITH NEC AND FECC. LABEL BOX IN A PERMANENT MANNER.
2. VOLTAGE DROP CALCULATIONS PERFORMED BASED ON TOTAL FOOTAGE OF 520' AND TOTAL WATTAGE OF 1360W AT 208V SINGLE PHASE. CONTRACTOR TO VERIFY ACTUAL INSTALLED FOOTAGE AND ADJUST AS REQUIRED PER NEC AND FECC.
3. PROVIDE 1" CONDUIT WITH (2) #10 THHN CU AND (1) #10 CU GND.
4. CONTRACTOR TO INSTALL PULL BOX AT EACH POLE LOCATION. SEE DETAIL 2/ES001.

Voltage Drop Calculations

The following voltage drop calculations were all based on the resistance values in Table 9 of Chapter 9 of the 2011 NEC. This spreadsheet only considers voltage drop. Many other factors affect wire size. Refer to the entire NEC when sizing wire.

Data Entry Window

Printable View: Yes

1	208	Select voltage
2	5%	Select the max desired voltage drop (0%-5%)
3	Single Phase	Select phase type
4	Stranded Copper Uncoated	Select the type of wire
5	AWG 10	Select the size of wire if known
6	520	Enter the length of wire (0-5000) if known
7	6.6	Enter Amps (0-6000) if known
8	1	Select the number of parallel wires (1 is non-parallel) or 2-25 pairs

The NEC indicates in a FPN that a 3% voltage drop on branch or feeder circuits provides reasonable efficiency of operation.

Note: If only one of cells 5,6 and 7 is left blank then a calculated value will appear to the left of the cell.

*

*

If the wire is smaller than AWG 1/0 then parallel wires are not allowed except per 310.4 exceptions.

Results Window

9	10.4	Maximum voltage drop allowed	17	8.51 volts (ok) Actual voltage drop
10	197.60	Minimum voltage allowed at load	18	199.49 volts (ok) Actual voltage with load
11	2	Multiplier	19	1.89 volts (ok) Voltage difference
12	1.24	Resistance/1000' of wire	20	0.0012400 ohms Total resistance per foot
13	AWG 10	Wire Size	21	AWG 10 Minimum wire size for voltage drop
14	520.00	Distance	22	635 feet Maximum distance with this load
15	6.6	Maximum Amps	23	30 amps@60°F Max ampacity of the wire in Cell 13 per Table 310.16 of the 2011 NEC
16	1	Minimum number of parallel wires	24	23.40 amps (ok) Ampacity above or below load

DRAWING NOT TO SCALE

1925 Prospect Ave
Orlando, FL 32814
P (407) 661-9100
F (407) 661-9101
www.c-p.com
Licensed Architect: Craig A. Petersen AR-0011788

Chiaci & Petersen
Architects Engineers Planners
ORLANDO • PHILADELPHIA

CLIENT NAME
SRK Lady Lake 24 Associates, L.L.C.
4053 Maple Road
Amherst, NY 14226-1072

PROJECT NAME
Texas Roadhouse
@ SR 500 & US 27
Lady Lake, FL
Site Lighting

SHEET TITLE
SITE POWER

REGISTERED PROFESSIONAL ENGINEER No. 64457 STATE OF FLORIDA
01/16/15

RELEASE

PROJECT NO	2140914
DATE	12/02/2014
DRAWN	CA
CHECKED	LB

ES-002

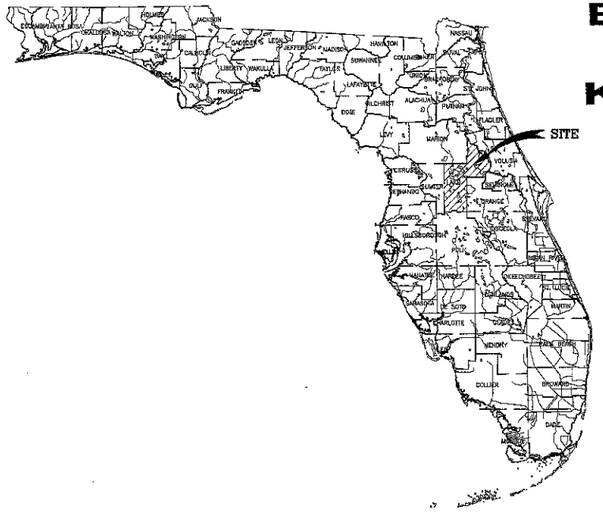
BOUNDARY & TOPOGRAPHIC SURVEY

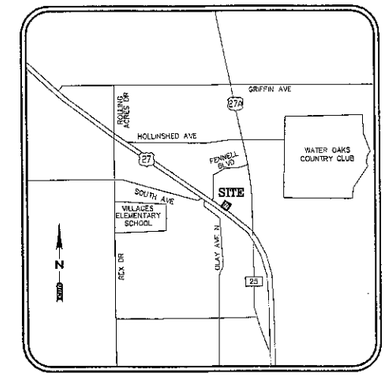
FOR

KIMLEY-HORN AND ASSOCIATES, INC.

IN

SECTION 8-TOWNSHIP 18 SOUTH-RANGE 24 EAST
LAKE COUNTY, FLORIDA





VICINITY MAP

NOT TO SCALE

Legal Description: (As written by the Surveyor)

Commence at the most Southeasterly corner of Lot 1, Home Depot Subdivision according to the Plat thereof as recorded in Plat Book 57, Page 22, of the Public Records of Lake County, Florida; Thence run South 58°09'15" East along the Northeasterly Right-of-Way line of U.S. Highway No. 27/441, also being State Road No. 25 and 500 per Right-of-Way map labeled Section 11040 and dated 5-01-03, a distance of 60.00 feet to a point on the Easterly Right-of-Way line of Second Street; thence continue South 58°09'15" East along the Northeasterly Right-of-Way line of U.S. Highway No. 27/441, a distance of 617.68 feet to the POINT OF BEGINNING; thence departing said Northeasterly Right-of-Way line run North 31°51'47" East, a distance of 325.00 feet; thence run South 58°08'13" East, a distance of 270.00 feet; South 31°52'45" West a distance of 324.92 feet to a Point on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 27/441; thence run North 58°09'15" West, a distance of 269.90 feet along Northeasterly Right-of-Way line of U.S. Highway No. 27/441 to the POINT OF BEGINNING.

Said Parcel contains 2.01 acres, 87,724 square feet, more or less.

REFERENCE MATERIAL

1) STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP STATE ROAD NO. 25, SECTION 11040, DATED 05/01/03, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

2)HOME DEPOT SUBDIVISION, PLAT BOOK 57, PAGE 22, DATED 10/24/05, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NAVD 88, AND SAID ELEVATIONS ARE BASED FROM BENCHMARKS SUPPLIED BY FLORIDA DEPARTMENT OF TRANSPORTATION WHICH ARE AS FOLLOWS:

   a) DESIGNATION # 1102C071, FOUND 3" DIAMETER BRASS DISK SET FLUSH WITH SURFACE OF A CONCRETE BRIDGE RAIL, FROM THE INTERSECTION OF STATE ROAD 500 AND COUNTY ROAD 25A IN LADY LAKE PROCEED NORTH ALONG STATE ROAD 500, 0.63 MILE TO THE STATION IN THE BRIDGE STRUCTURE ON THE LEFT. THE STATION IS SITUATED ON THE WEST END OF A BRIDGE FOR THE SOUTHBOUND LANES AND IS 48.0 FEET THE STATION CENTERLINE OF SURVEY. ELEVATION=122.93

   b) DESIGNATION # 1102C074R, FOUND 3.5" DIAMETER BRASS DISK SET IN A 4"X4" CONCRETE MONUMENT FROM THE INTERSECTION OF STATE ROAD 500 AND COUNTY ROAD 25A IN LADY LAKE PROCEED NORTH ALONG STATE ROAD 500, 1.3 MILES TO THE STATION ON THE RIGHT, IN FRONT OF HOME DEPOT. THE STATION IS SITUATED 1370 ± FEET SOUTH OF THE INTERSECTION OF STATE ROAD 500 AND ROLLING ACRES ROAD. STATION IS 37.9 FEET EAST OF THE EAST EDGE OF THE PAVEMENT OF STATE ROAD 500. ELEVATION=103.00
3. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM AS BEING S 58°09'15" E ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 441/27.
4. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
5. HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) IT WAS DETERMINED THAT THE SUBJECT PROPERTY LIES IN ZONE "X", NOT A SPECIAL FLOOD HAZARD AREA PER COMMUNITY PANEL #12069C0170 D, UNINCORPORATED AREAS, LAKE COUNTY, FLORIDA, DATED JULY 3, 2002. THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION OF SAID MAP AND NOT ON ACTUAL FIELD MEASUREMENTS.
6. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE PER THE DESCRIPTION AND ARE CORRECT AND IN AGREEMENT WITH THE FOUND AND SET MONUMENTS AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.
7. THIS BOUNDARY SURVEY MEETS OR EXCEEDS THE HORIZONTAL CONTROL ACCURACY OF 1/15000 FEET FOR A LAND TITLE SURVEY.
8. THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.
9. ALL UNDERGROUND UTILITY LOCATION WAS PROVIDED BY THE UTILITY COMPANIES AND/OR THEIR REPRESENTATIVE AND FIELD LOCATED BY THIS SURVEYOR.
10. ALL ASPHALT PAVEMENT, CONCRETE CURBING & CONCRETE WALKS ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
11. THIS SURVEYOR WAS NOT FURNISHED INFORMATION ON THE LOCATION AND DIRECTION OF THE STORM PIPES WITHIN THE RIGHTS-OF-WAY THEREFORE THE LOCATIONS ARE NOT SHOWN.
12. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.

Line Legend:

- 1 FOOT CONTOURS
- 5 FOOT CONTOURS
- ADJOINER PROPERTY LINES
- BROKEN LINE
- UC — BURIED CABLE
- UCTV — BURIED CABLE TELEVISION
- UE — BURIED ELECTRIC
- UFO — BURIED FIBER OPTICS
- UG — BURIED GAS
- URW — BURIED RECLAIMED WATER LINE
- FM — BURIED SANITARY SEWER FORCE MAIN LINE
- UT — BURIED TELEPHONE LINE
- UW — BURIED WATER LINES
- ℄ — CENTER LINE R/W
- EASEMENT LINES (EXISTING)
- EASEMENT LINES (PROPOSED)
- EXISTING DRAINAGE PIPES
- x — x — FENCE (AS NOTED)
- OTL — OVERHEAD TRAFFIC LINES
- OHU — OVERHEAD UTILITY LINES
- RIGHT-OF-WAY LINES
- SECTION LINES
- WETLAND LINE

Abbreviation Legend:

(A)	– ACTUAL	(M)	– MEASURED
A/C	– AIR CONDITIONER	M.E.S.	– MITERED END SECTION
APPROX.	– APPROXIMATE	MH	– MANHOLE
AVG.	– AVERAGE	NG	– NATURAL GROUND
(BB)	– BEARING BASIS	N & D	– NAIL AND DISK
B.F.P.	– BACK FLOW PREVENTER	N.R.	– NON-RADIAL
BLK.	– BLOCK	N.T.	– NON-TANGENT
BLDG.	– BUILDING	O.R.	– OFFICIAL RECORDS
B.M.	– BENCH MARK	O.R.B.	– OFFICIAL RECORDS BOOK
B.S.L.	– BUILDING SETBACK LINE	O.U.L.	– OVERHEAD UTILITY LINES
B.W.F.	– BARBED WIRE FENCE	O.T.L.	– OVERHEAD TRAFFIC LINES
(C)	– CALCULATED	(P)	– PLAT
C	– CHORD	P.B.	– PLAT BOOK
CATV	– CABLE TELEVISION RISER	P.C.	– POINT OF CURVATURE
C.B.	– CHORD BEARING	P.C.C.	– POINT OF COMPOUND CURVATURE
C.B.S.	– CONCRETE BLOCK STRUCTURE	P.C.P.	– PERMANENT CONTROL POINT
C & G	– CURB & GUTTER	P.F.F.	– PROPOSED FINISHED FLOOR
C.I.	– CATCH INLET	PG.	– PAGE
C/L	– CENTERLINE	PGS.	– PAGES
C.L.F.	– CHAIN LINK FENCE	PI	– POINT OF INTERSECTION
C.M.	– CONCRETE MONUMENT	P.O.B.	– POINT OF BEGINNING
C.M.P.	– CORRUGATED METAL PIPE	P.O.C.	– POINT OF COMMENCEMENT
CO.	– CLEANOUT	P.O.L.	– POINT ON LINE
CONC.	– CONCRETE	P.P.	– POWER POLE
COR.	– CORNER	PRC	– POINT OF REVERSE CURVATURE
C.P.P.	– CORRUGATED PLASTIC PIPE	P.R.M.	– PERMANENT REFERENCE MONUMENT
C.U.E.	– COUNTY UTILITY EASEMENT	PT	– POINT OF TANGENCY
Δ	– DELTA	PVC	– POLYVINYL CHLORIDE PIPE
(D)	– DESCRIPTION	PVMT.	– PAVEMENT
D.B.H.	– DIAMETER IN INCHES AT BREAST HEIGHT	R24E	– RANGE 24 EAST
D.E.	– DRAINAGE EASEMENT	R	– RADIUS
DEPT.	– DEPARTMENT	RAD.	– RADIAL
D/U	– DRAINAGE AND UTILITY EASEMENT	R.C.P.	– REINFORCED CONCRETE PIPE
(E)	– ENGINEERING PLAN	REV.	– REVISION
E.J.B.	– ELECTRIC JUNCTION BOX	RP	– RADIUS POINT
E.L.	– UNDERGROUND ELECTRICAL LINES	R/W	– RIGHT-OF-WAY
ELEC.	– ELECTRIC	R.W.L.	– UNDERGROUND RECLAIM WATER LINE
ELEV.	– ELEVATION	R.W.M.	– RECLAIMED WATER METER
ELLIP.	– ELLIPTICAL	S.E.	– SPECIAL EASEMENT
EOP	– EDGE OF PAVEMENT	SEC 8	– SECTION 8
F.B.	– FIELD BOOK	SMH	– SANITARY SEWER MANHOLE
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION	SQ.	– SQUARE
F.F.	– FINISH FLOOR	SQ. FT.	– SQUARE FEET
FGI	– FLAT GRATE INLET	STMH	– STORM DRAINAGE MANHOLE
F.H.	– FIRE HYDRANT	S/W	– SIDEWALK
F.M.	– FORCE MAIN	TB	– TANGENT BEARING
FND.	– FOUND	T18S	– TOWNSHIP 18 SOUTH
FP&L	– FLORIDA POWER AND LIGHT	TELE	– TELEPHONE
(G)	– GRID (STATE PLANE)	TL	– OVERHEAD TRAFFIC SIGNAL LINES
G.L.	– UNDERGROUND GAS LINES	T.R.	– TELEPHONE RISER
GOV'T	– GOVERNMENT	TRANS	– TRANSFORMER PAD
H.W.F.	– HOG WIRE FENCE	T.S.B.	– TRAFFIC SIGNAL BOX
I.C.V.	– IRRIGATION CONTROL VALVE	TVL	– UNDERGROUND CABLE TV LINES
INV	– INVERT	(TYP)	– TYPICAL
IP	– IRON PIPE	U.E.	– UTILITY EASEMENT
IR	– IRON ROD	U.T.L.	– UNDERGROUND TELEPHONE LINES
IR&C	– 5/8" IRON REBAR & CAP	W/	– WITH
IRR.	– IRRIGATION	WL	– UNDERGROUND WATER LINE
L	– ARC LENGTH	W.M.	– WATER METER
LB#	– LICENSED BUSINESS NUMBER	W.P.F.	– WOOD POST FENCE
LP	– LIGHT POLE	WV	– WATER VALVE

Symbol Legend:

- BORING HOLE LOCATION
- CABLE TV RISER
- CENTRAL ANGLE
- CONCRETE
- CLEAN OUT
- CONCRETE MITERED END SECTION
- CONCRETE RIP RAP
- CONCRETE UTILITY POLE
- DUAL SUPPORT SIGN
- ELECTRICAL MANHOLE
- ELECTRIC OUTLET
- ELECTRIC RISER
- FIRE HYDRANT
- FLOOD LIGHT
- FOUND CONCRETE MONUMENT (AS NOTED)
- FOUND IRON PIPE (AS NOTED)
- FOUND IRON REBAR (AS NOTED)
- GAS VALVE
- GRATE INLET
- GREASE TRAP MANHOLE
- GUY ANCHOR
- HANDICAP PARKING SPACE
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- LIGHT POLE (DUAL)
- LIGHT POLE (QUAD)
- LIGHT POLE (TRIPLE)
- MONITOR WELLS
- NAIL & DISC (AS NOTED)
- PARKING SPACES (2)
- REVISION NUMBER (3)
- RECLAIMED WATER VALVE
- ROOF DRAIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER VALVE
- SCHEDULE B ITEM NUMBER (8)
- SECURITY CAMERA
- SECTION CORNER
- SET PRM 4 X 4 CM LB #7143
- SET PCP IR&C LB #7143
- SIGN
- SITE BENCH MARK
- STORM DRAINAGE MANHOLE
- STRIPING (DIRECTIONAL)
- TELEPHONE CABLE RISER
- TELEPHONE MANHOLE
- TEST HOLE
- TRANSFORMER PAD
- UTILITY RISER
- WATER METER
- WATER SERVICE
- WATER SPRINKLER
- WATER VALVE
- WETLAND FLAG
- WOOD UTILITY POLE

NOTE:

THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

INDEX OF SHEETS

1 COVER SHEET
2 BOUNDARY SURVEY
3 TOPOGRAPHIC & UTILITIES SURVEY
4 TREE LOCATION SURVEY

Surveyor's Certification:

To: Kimley-Horn and Associates, Inc.

I hereby certify that the attached "Boundary & Topographic Survey" of the hereon-described property is true and correct to the best of my knowledge, information and belief as surveyed in the field on JANUARY 16, 2008. I further certify that this "Boundary & Topographic Survey" meets the minimum technical standards set forth in Chapter 61g17-6 of the Florida Administrative Code.

JAN 25 2008

For the Firm By:

Thomas J. Colclough PSM
Professional Surveyor and Mapper
Florida Registration No. 6548

cph
500 West Fulton Street
Sanford, Florida 32771
P. O. Box 2806
Sanford, Florida 32772-2806
Phone 407 322-6841
Fax 407 330-0639
Certificate of Authorization No. LB 7143
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Engineers
Surveyors
Architects
Planners
Landscape Architects
Environmental Scientists
Construction Management
Design/Build

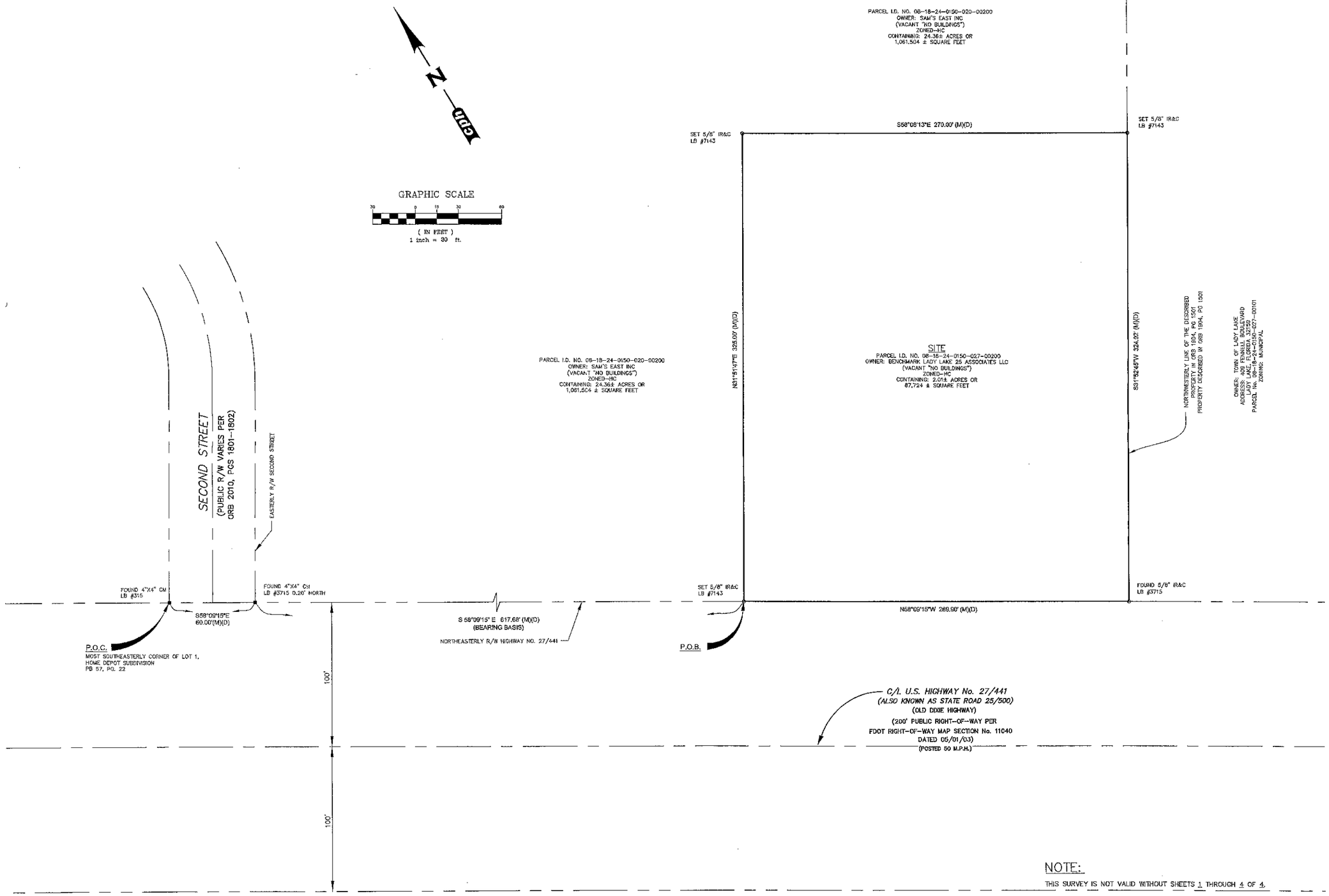
No.	Date	Revision	By

Crew Chief:	
Drawn by:	
Checked by:	R.D.B.
Approved by:	R.L.R.
Scale:	R.A.N.
Date of Field Survey:	N/A
Job No.:	01/16/08
File:	K2302 K2302.dwg

BOUNDARY & TOPOGRAPHIC SURVEY

KIMLEY-HORN AND ASSOCIATES, INC.
SECTION 8-TOWNSHIP 18 SOUTH-RANGE 24 EAST
(HIGHWAY NO. 441)
LAKE COUNTY, FLORIDA

Sheet No. 1 of 4



NOTE:

THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

cph

500 West Fulton Street
Sanford, Florida 32771
P. O. Box 2806
Sanford, Florida 32772-2806
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Fax 407 330-0539

Certificate of Authorization No. LB 7143
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Engineers
Surveyors
Architects
Planners
Landscape Architects
Environmental Scientists
Construction Management
Design / Build

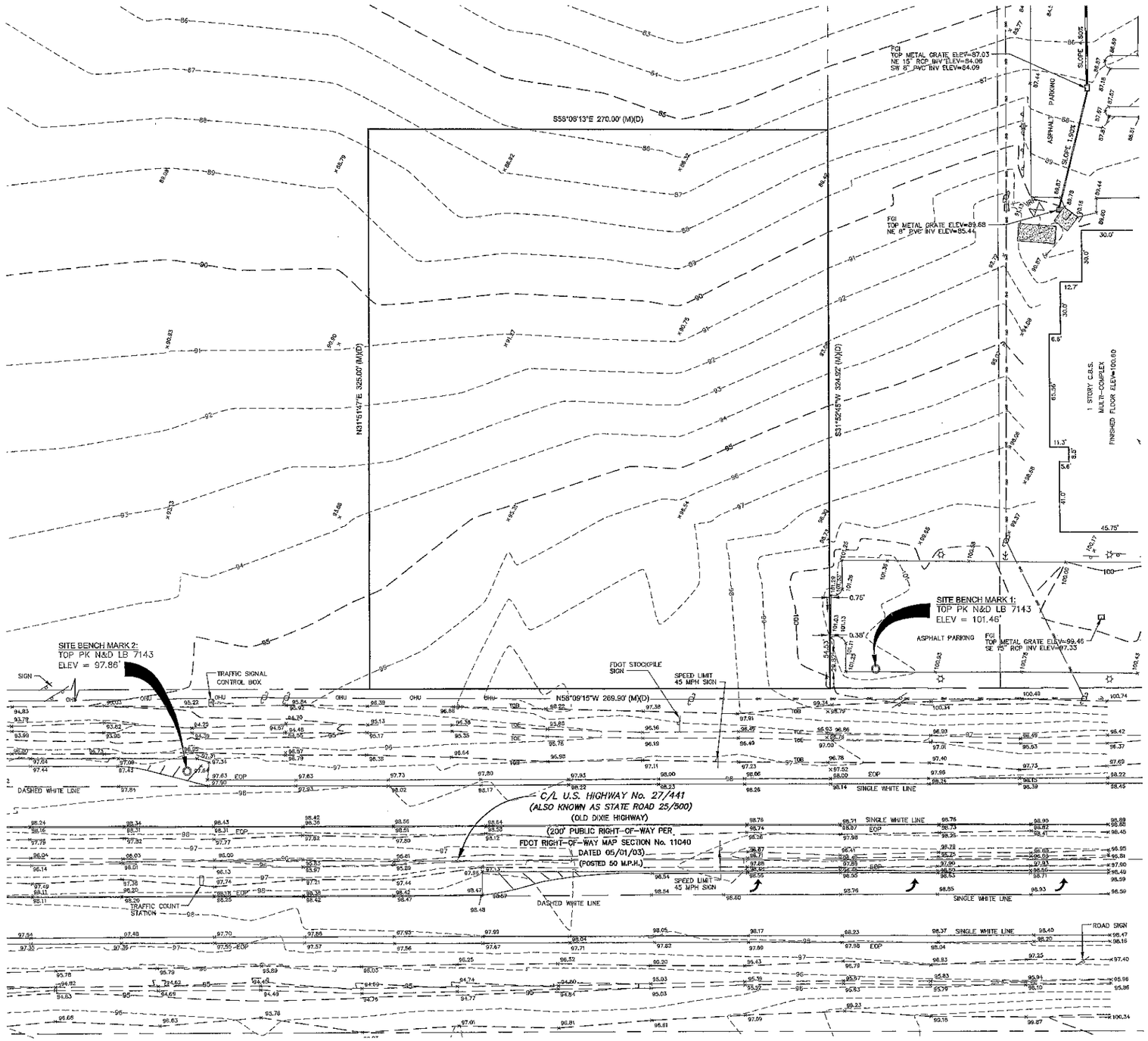
No.	Date	Revision	By

Crew Chief:	B.T.
Drawn by:	R.D.B.
Checked by:	R.L.R.
Approved by:	R.A.N.
Scale:	1"=30'
Date of Field Survey:	01/16/08
Job No.:	K2302
File:	K2302.DWG

BOUNDARY & TOPOGRAPHIC SURVEY

KIMLEY-HORN AND ASSOCIATES, INC.
SECTION 8-TOWNSHIP 18 SOUTH-RANGE 24 EAST
(HIGHWAY NO. 441)
LAKE COUNTY, FLORIDA

Sheet No.
2
of 4



GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

NOTE:

THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

cph

500 West Fulton Street
Sanford, Florida 32771
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Certificate of Authorization No. LB 7143
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Engineers
Surveyors
Architects
Planners
Landscape Architects
Environmental Scientists
Construction Management
Design/Build

No.	Date	Revision	By

Crew Chief:	B.T.
Drawn by:	R.D.B.
Checked by:	R.L.R.
Approved by:	R.A.N.
Scale:	1"=30'
Date of Field Survey:	01/16/08
Job No.:	K2352
File:	K2352.DWG

BOUNDARY & TOPOGRAPHIC SURVEY

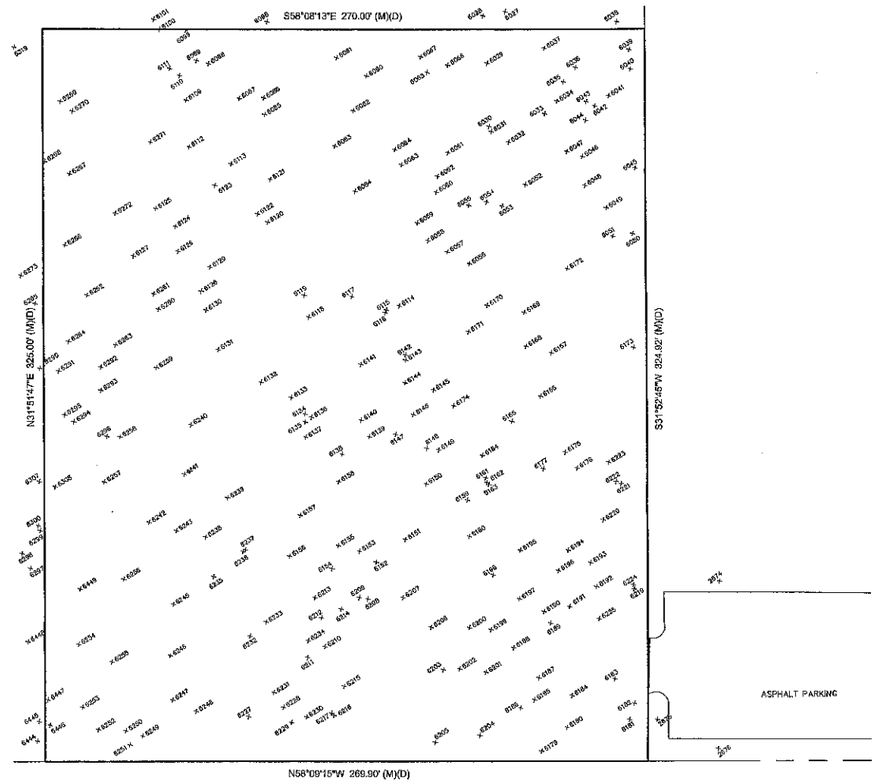
KIMLEY-HORN AND ASSOCIATES, INC.
SECTION 8-TOWNSHIP 18 SOUTH-RANGE 24 EAST
(HIGHWAY NO. 441)
LAKE COUNTY, FLORIDA

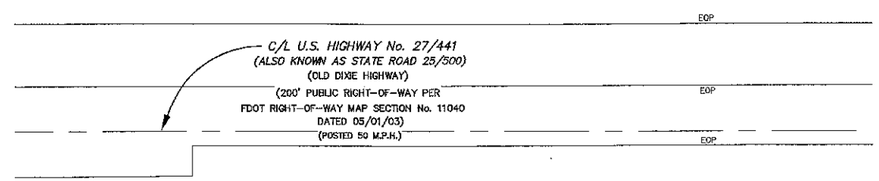
Sheet No.
3
of 4

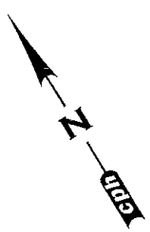
2674	DECORATIVE OAK TREE 6	6099	PINE TREE 6	6160	PINE TREE 12	6219	OAK TREE 8	6293	OAK TREE 8
2675	DECORATIVE OAK TREE 4	6098	PINE TREE 6	6161	OAK TREE 8	6220	PINE TREE 10	6294	OAK TREE 8
2676	DECORATIVE OAK TREE 4	6093	PINE TREE 6	6162	OAK TREE 8	6221	OAK TREE 10	6295	OAK TREE 8
2677	DECORATIVE OAK TREE 8	6100	OAK TREE 6	6163	OAK TREE 8	6222	OAK TREE 10	6296	OAK TREE 8
6026	PINE TREE 8	6101	OAK TREE 8	6164	PINE TREE 14	6223	PINE TREE 14	6297	OAK TREE 8
6027	PINE TREE 8	6106	OAK TREE 8	6165	PINE TREE 8	6224	OAK TREE 8	6298	OAK TREE 8
6028	PINE TREE 8	6109	PINE TREE 8	6166	PINE TREE 10	6225	PINE TREE 12	6299	OAK TREE 8
6029	PINE TREE 10	6110	OAK TREE 8	6167	PINE TREE 10	6227	PINE TREE 8	6300	OAK TREE 8
6030	OAK TREE 8	6111	PINE TREE 8	6168	OAK TREE 10	6228	OAK TREE 8	6301	OAK TREE 8
6031	OAK TREE 8	6112	PINE TREE 8	6169	PINE TREE 10	6229	PINE TREE 10	6307	OAK TREE 10
6032	OAK TREE 8	6113	OAK TREE 8	6170	OAK TREE 10	6230	OAK TREE 8	6308	OAK TREE 8
6033	PINE TREE 8	6114	PINE TREE 10	6171	PINE TREE 10	6231	PINE TREE 8	6319	OAK TREE 10
6034	PINE TREE 8	6115	OAK TREE 8	6172	PINE TREE 14	6232	OAK TREE 8	6324	OAK TREE 8
6035	OAK TREE 10	6116	OAK TREE 8	6173	PINE TREE 8	6233	PINE TREE 6	6330	OAK TREE 8
6036	OAK TREE 8	6117	OAK TREE 8	6174	PINE TREE 16	6234	PINE TREE 8	6444	OAK TREE 8
6037	PINE TREE 6	6118	OAK TREE 8	6175	PINE TREE 8	6235	OAK TREE 8	6445	OAK TREE 10
6038	PINE TREE 8	6119	OAK TREE 10	6176	PINE TREE 14	6236	OAK TREE 8	6446	OAK TREE 12
6039	OAK TREE 8	6120	OAK TREE 8	6177	PINE TREE 10	6237	OAK TREE 8	6447	OAK TREE 8
6040	OAK TREE 8	6121	PINE TREE 8	6179	PINE TREE 12	6238	OAK TREE 8	6448	OAK TREE 14
6041	OAK TREE 8	6122	OAK TREE 8	6180	PINE TREE 8	6239	PINE TREE 8	6449	OAK TREE 10
6042	PINE TREE 8	6123	PINE TREE 8	6181	PINE TREE 12	6240	PINE TREE 10	6450	PINE TREE 8
6043	PINE TREE 8	6124	OAK TREE 8	6182	PINE TREE 14	6241	PINE TREE 14	6451	PINE TREE 8
6044	OAK TREE 8	6125	OAK TREE 8	6183	PINE TREE 14	6242	PINE TREE 12		
6045	PINE TREE 8	6126	OAK TREE 8	6184	OAK TREE 12	6243	PINE TREE 12		
6046	PINE TREE 8	6127	OAK TREE 8	6185	OAK TREE 10	6245	PINE TREE 12		
6047	OAK TREE 8	6128	OAK TREE 8	6186	OAK TREE 8	6246	PINE TREE 10		
6048	PINE TREE 8	6129	PINE TREE 14	6187	PINE TREE 10	6247	OAK TREE 12		
6049	PINE TREE 12	6130	OAK TREE 8	6188	PINE TREE 8	6248	PINE TREE 8		
6050	OAK TREE 8	6131	OAK TREE 10	6189	OAK TREE 8	6249	PINE TREE 14		
6051	OAK TREE 14	6132	OAK TREE 8	6190	OAK TREE 8	6250	PINE TREE 8		
6052	PINE TREE 10	6133	PINE TREE 12	6191	PINE TREE 12	6251	OAK TREE 8		
6053	OAK TREE 8	6134	OAK TREE 8	6192	OAK TREE 8	6252	PINE TREE 14		
6054	OAK TREE 8	6135	OAK TREE 8	6193	PINE TREE 12	6253	OAK TREE 8		
6055	OAK TREE 8	6136	OAK TREE 8	6194	PINE TREE 10	6254	PINE TREE 10		
6056	PINE TREE 8	6137	OAK TREE 8	6197	PINE TREE 12	6255	PINE TREE 10		
6057	PINE TREE 8	6138	PINE TREE 12	6196	PINE TREE 8	6256	OAK TREE 8		
6058	PINE TREE 10	6139	PINE TREE 14	6197	PINE TREE 10	6257	OAK TREE 8		
6059	OAK TREE 8	6140	PINE TREE 8	6198	PINE TREE 10	6258	OAK TREE 8		
6060	PINE TREE 8	6141	OAK TREE 10	6199	PINE TREE 8	6259	OAK TREE 8		
6061	OAK TREE 8	6142	OAK TREE 10	6200	OAK TREE 8	6260	PINE TREE 8		
6062	PINE TREE 8	6143	PINE TREE 8	6201	PINE TREE 8	6261	OAK TREE 8		
6063	PINE TREE 8	6144	PINE TREE 8	6202	OAK TREE 8	6262	OAK TREE 8		
6064	PINE TREE 8	6145	PINE TREE 8	6203	PINE TREE 14	6263	PINE TREE 8		
6065	PINE TREE 12	6146	PINE TREE 10	6204	OAK TREE 8	6264	PINE TREE 10		
6066	OAK TREE 8	6147	PINE TREE 12	6205	PINE TREE 8	6265	OAK TREE 8		
6067	PINE TREE 8	6148	PINE TREE 8	6206	OAK TREE 8	6266	PINE TREE 8		
6068	PINE TREE 8	6149	PINE TREE 8	6207	PINE TREE 12	6267	PINE TREE 15		
6079	PINE TREE 8	6150	PINE TREE 12	6208	PINE TREE 12	6268	OAK TREE 8		
6080	PINE TREE 10	6151	OAK TREE 8	6209	PINE TREE 12	6269	OAK TREE 8		
6081	PINE TREE 8	6152	PINE TREE 10	6210	PINE TREE 8	6270	PINE TREE 10		
6082	PINE TREE 10	6153	PINE TREE 8	6211	PINE TREE 10	6271	OAK TREE 8		
6083	PINE TREE 12	6154	PINE TREE 8	6212	PINE TREE 10	6272	OAK TREE 8		
6084	PINE TREE 10	6155	PINE TREE 8	6213	PINE TREE 10	6273	OAK TREE 8		
6085	PINE TREE 14	6156	PINE TREE 14	6214	PINE TREE 8	6289	OAK TREE 8		
6086	OAK TREE 8	6157	PINE TREE 12	6215	PINE TREE 10	6290	PINE TREE 12		
6087	PINE TREE 10	6158	PINE TREE 8	6216	PINE TREE 10	6291	PINE TREE 10		
6088	PINE TREE 8	6159	PINE TREE 12	6217	OAK TREE 8	6292	OAK TREE 8		

EXAMPLE
SHOWN TYPICAL

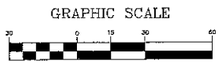
POINT #	TREE TYPE	DBH
2674	DECORATIVE OAK TREE	6







GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 4 OF 4.

cph
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Sanford, Florida 32771
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Certificate of Authorization No. LB 7143
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Engineers
Surveyors
Architects
Planners
Landscape Architects
Environmental Scientists
Construction Management
Design/Build

No.	Date	Revision	By

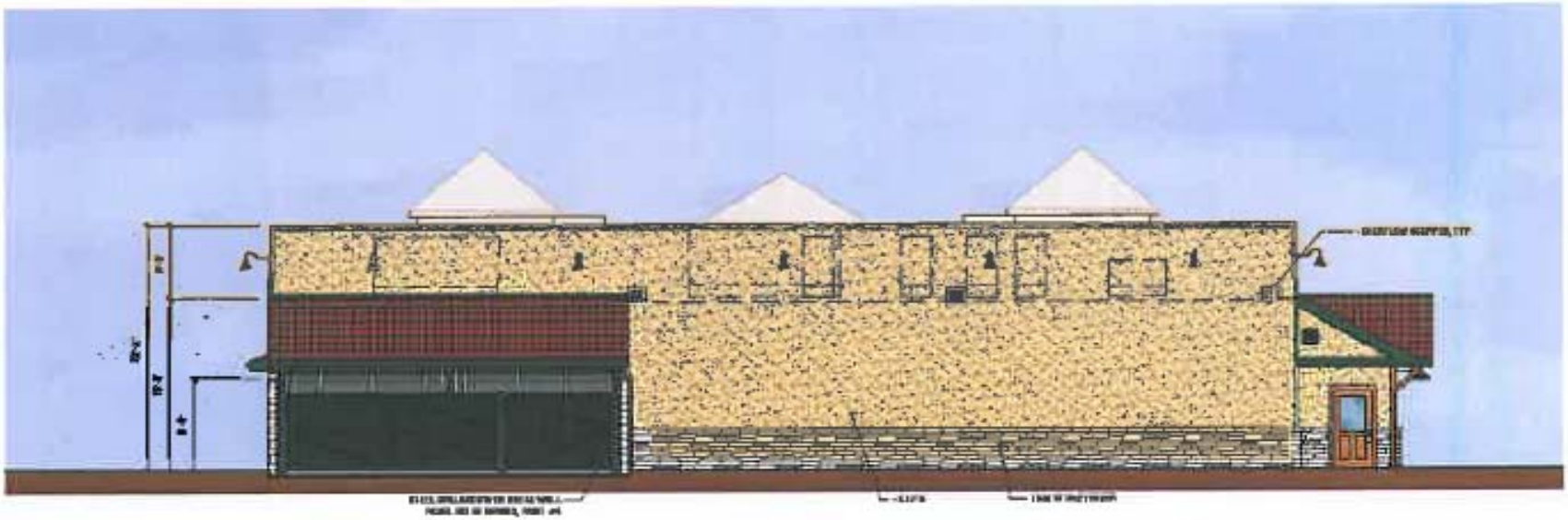
Crew Chief:	B.T.
Drawn by:	R.D.B.
Checked by:	R.L.R.
Approved by:	R.A.N.
Scale:	1"=30'
Date of Field Survey:	01/16/08
Job No.:	K2302
File:	K2302.DWG

BOUNDARY & TOPOGRAPHIC SURVEY

KIMLEY-HORN AND ASSOCIATES, INC.
SECTION 8-TOWNSHIP 18 SOUTH-RANGE 24 EAST
(HIGHWAY NO. 441)
LAKE COUNTY, FLORIDA

Sheet No.
4
of 4

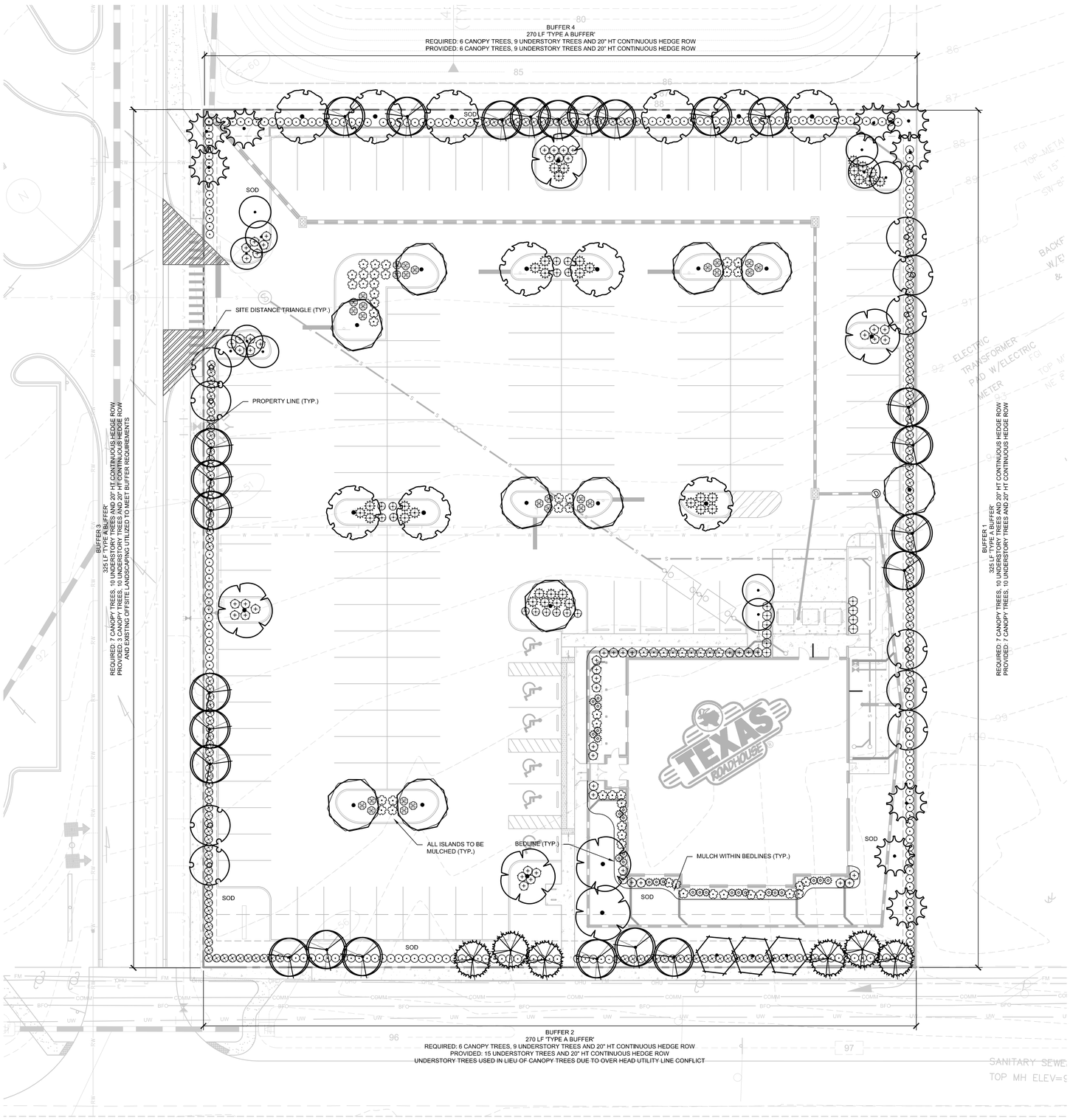
FRONT ELEVATION (SOUTH)



REAR ELEVATION (NORTH)

RIGHT ELEVATION (EAST)

LEFT ELEVATION (WEST)



LANDSCAPE CALCULATIONS

	REQUIRED	PROVIDED
NATIVE TREES	50%	88%
DROUGHT TOLERANT	50%	100%
MAX OF 1 SPECIES ALLOWABLE	75%	25%
MINIMUM NUMBER OF TREES PER SECTION 10-3 (a)(2)		
TOTAL ACREAGE: 2 ACRES		
160 TREE CALIPER INCHES PER ACRE	2 (*160"/ACRE) = 320"	355"
25% MAX TO BE PALMS @8" EACH		*45 CANOPY TREES @ 4" EACH*
		38 UNDERSTORY TREES @ 2.5" EACH
		10 PALMS @ 8" EACH (22.5%)
		355" TOTAL
VEHICULAR USE AREA LANDSCAPE REQUIREMENTS PER SECTION 10-3 (C)		
10% OF GROSS SF OF PARKING AREA SHALL BE LANDSCAPE	61,435*10%= 6,144	6,353 SF LANDSCAPE (10.3%)
TOTAL VUA AREA = 61,435 SF		
BUILDING FOUNDATION REQUIREMENTS PER SECTION 10-3 (g)		
70% OF LENGTH OF FACADE ORIENTED TOWARDS ROW/ PARKING TO BE LANDSCAPE @ 4' MIN WIDTH.	260 LF *70%= 182 182 LF* 4' WIDTH = 728 SF	260 LF 1,040 SF
1 TREE/ 500 SF OF REQUIRED AREA	728 SF/ 500 SF = 2 TREES	2 TREES
VUA BUFFER REQUIREMENTS PER SECTION 6.06.04		
BUFFER 1 10' WIDTH MIN- 325 LF 2 CANOPY & 3 UNDERSTORY TREE/100LF (325/ 100) 20" HEDGE	10 UNDERSTORY TREES 7 CANOPY TREES	10 UNDERSTORY TREES 7 CANOPY TREES
BUFFER 2 10' WIDTH MIN- 270 LF 2 CANOPY & 3 UNDERSTORY TREE/100LF (325/ 100) 20" HEDGE	9 UNDERSTORY TREES 6 CANOPY TREES	15 UNDERSTORY TREES *(UNDERSTORY TREES USED DUE TO OVER HEAD UTILITY LINES)*
BUFFER 3 10' WIDTH MIN- 325 LF 2 CANOPY & 3 UNDERSTORY TREE/100LF (325/ 100) 20" HEDGE	10 UNDERSTORY TREES 7 CANOPY TREES	10 UNDERSTORY TREES 3 CANOPY TREES *EXISTING OFFSITE LANDSCAPING USED TO MEET BUFFER REQUIREMENTS*
BUFFER 4 10' WIDTH MIN- 270 LF 2 CANOPY & 3 UNDERSTORY TREE/100LF (325/ 100) 20" HEDGE	9 UNDERSTORY TREES 6 CANOPY TREES	9 UNDERSTORY TREES 6 CANOPY TREES

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	AR	11	ACER RUBRUM `FLORIDA FLAME`	FLORIDA FLAME RED MAPLE	F.G.	4" CAL MIN	12` HT MIN
	JS	6	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	F.G.	2.5" CAL MIN	
	LT	25	LAGERSTROEMIA X `TUSKEGEE`	TUSKEGEE CRAPE MYRTLE MULTI-TRUNK	F.G.	2.5" CAL MIN	
	MC2	3	MYRICA CERIFERA	WAX MYRTLE	F.G.	2.5" CAL MIN	
	MG	6	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	F.G.	4" CAL MIN	12` HT MIN
	QV	10	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	F.G.	4" CAL MIN	12` HT MIN
	SS	11	SABAL PALMETTO HARDENED OFF/ FULLY REGENERATED	CABBAGE PALMETTO	F.G.		10` CT MIN
	TD	9	TAXODIUM DISTICHUM	BALD CYPRESS	F.G.	4" CAL MIN	12` HT MIN
	UA	10	ULMUS ALATA	WINGED ELM	F.G.	2.5" CAL MIN	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	GG	188	GALPHIMIA GLAUCA	THRYALIS	3 GAL	SEE PLAN	20" HT MIN
	HF	57	HAMELIA PATENS	FIRE BUSH	3 GAL	SEE PLAN	18" FULL
	IN	28	ILEX VOMITORIA `NANA`	DWARF YAUPON	3 GAL	SEE PLAN	12" FULL
	MC	10	MYRCIANTHES FRAGRANS `COMPACTA`	COMPACT SIMPSON`S STOPPER	7 GAL	SEE PLAN	36" HT MIN
	PA	55	PLUMBAGO AURICULATA	BLUE PLUMBAGO	3 GAL	SEE PLAN	18" FULL
	RI	27	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL	SEE PLAN	16" FULL
	VO	194	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	3 GAL	SEE PLAN	20" HT MIN
	ZF	34	ZAMIA FLORIDANA	COONTIE PALM	3 GAL	SEE PLAN	18" FULL

NOTES:

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

2. ALL SOD TO BE BAHIA GRASS (PASPALUM NOTATUM) UNLESS DIRECTED OTHERWISE BY OWNER.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2014 KIMLEY-HORN AND ASSOCIATES, INC.
3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803
PHONE: 407-898-1511 FAX: 407-894-4791
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
JAMES R. PANKONIN, PLA
FL LICENSE NUMBER 6666900
DATE: 1/9/2015

KHA PROJECT 049372010
DATE 1/12/2015
SCALE AS SHOWN
DESIGNED BY CDC
DRAWN BY KHA
CHECKED BY JRP

LANDSCAPE PLAN

TOWN OF LADY LAKE FL

SHEET NUMBER
L-1.0

Plotted By:Moncini, Victoria Sheet Set:049372010 - Texas Roadhouse - Lady Lake Layout:L-100 Landscape Plan January 09, 2015 11:26:13am K:\SAR JAX\149372010\Civil\Site\L.S Plan Sheet 049372010.dwg
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GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED HEREIN.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.

3. THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS, INDEX 600. IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED, THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S REPRESENTATIVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR; REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. PROTECTION OF EXISTING PLANT MATERIALS

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

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

D. MATERIALS

1. GENERAL

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

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

2. PLANT MATERIALS

a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION , PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.

b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

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

1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:

2. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.

b. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.

2. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

F. WATER

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

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

G. FERTILIZER

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

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

H. MULCH

1. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). MULCH SHALL BE "FLORIMULCH," EUCALYPTUS MULCH, OR SIMILAR SUSTAINABLY HARVESTED MULCH UNLESS SPECIFIED OTHERWISE.

2. PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6' MINIMUM) PLANTED UNDER THIS CONTRACT.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.

4. RPG= "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.

K. COLLECTED STOCK

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

L. NATIVE STOCK

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

M. MATERIALS LIST

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

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC.., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

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

4. SODDING

a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE

a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

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

S. FINAL INSPECTION AND ACCEPTANCE OF WORK

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

T. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER.

3. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE AND IRRIGATION MAINTENANCE, THE CONTRACTOR SHOULD VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER. CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

CALL 2 WORKING DAYS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn

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LICENSED PROFESSIONAL
JAMES R. PANKONIN, PLA
FL LICENSE NUMBER 6666900
DATE: 1/9/2015

KHA PROJECT 049372010
DATE 1/12/2015
SCALE AS SHOWN
DESIGNED BY CDC
DRAWN BY KHA
CHECKED BY JRP

LANDSCAPE NOTES

TEXAS ROADHOUSE
TOWN OF LADY LAKE FL

SHEET NUMBER
L-1.2

Plotted By:Mancini, Victoria Sheet Set:049372010 - Texas Roadhouse - Lady Lake Layout:L-1.2 LANDSCAPE NOTES January 09, 2015 11:26:17am K:\SAR_URG\149372010 - texas roadhouse - lady lake\CAD\plansheets\LS Plan Sheet_049372010.dwg
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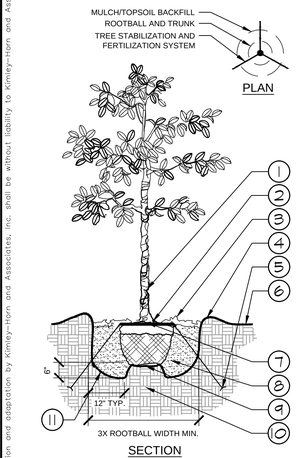


1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. 6" DIA. CLEAR OF MULCH AT TRUNK FLARE.
3. 3" MINIMUM MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
4. 4" HIGH BERM, FIRMLY COMPACTED.
5. TERRA TOGGLE EARTH ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. TOP OF ROOTBALL SHALL BE 1" ABOVE FINISHED GRADE. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.

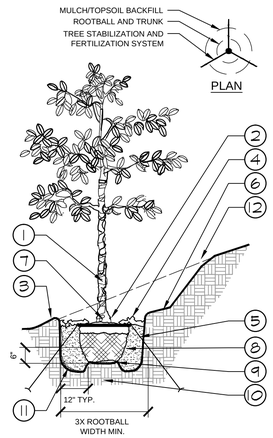
NOTES:

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

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

C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

1 TREE PLANTING
L-1.3 SECTION / PLAN — NTS



1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. 6" DIA. CLEAR OF MULCH AT TRUNK FLARE.
3. 3. 4" HIGH BERM, FIRMLY COMPACTED.
4. 3" MINIMUM OF HARDWOOD BARK MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
5. TERRA TOGGLE EARTH ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.
12. CUT BACK SLOPE TO PROVIDE A FLAT SURFACE FOR PLANTING.

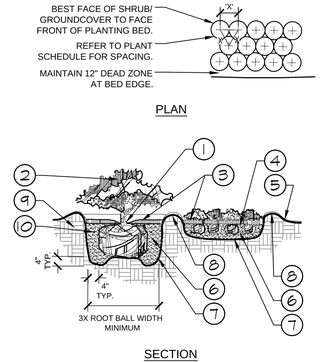
NOTES:

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

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

C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

2 TREE PLANTING ON A SLOPE
L-1.3 SECTION / PLAN — NTS



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH LAYER AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES) NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY OF PLANTING PIT SIDES AND BOTTOM.
8. 4" HIGH BERM FIRMLY COMPACTED.
9. UNDISTURBED NATIVE SOIL.
10. FERTILIZER TABLETS (MAX 3" DEEP)

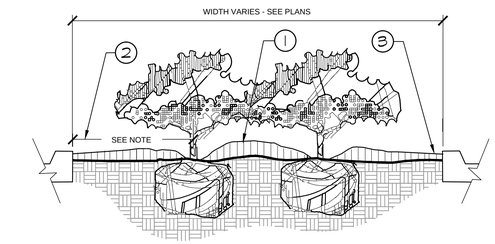
NOTES:

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

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

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

3 SHRUB/GROUNDCOVER PLANTING
L-1.3 SECTION / PLAN — NTS



1. CROWN ISLANDS @ 5:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. CLEAR ZONE: 36" MIN. FROM BACK OF CURB TO CENTER OF NEAREST SHRUB. CLEAR ZONE SHALL CONTAIN 3" CONTINUOUS MULCH OR TURF, SEE PLANS.
3. 2" MIN VERTICAL CLEARANCE, TOP OF CURB TO TOP OF MULCH.

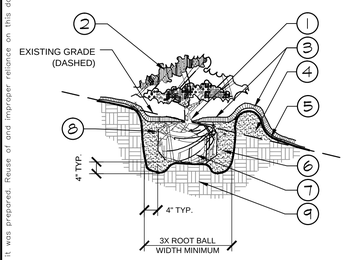
NOTES:

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

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

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

4 PLANTED PARKING LOT ISLANDS/MEDIANS
L-1.3 SECTION — NTS



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE SHRUBS AS DIRECTED BY OWNER'S REPRESENTATIVE.
3. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE SHRUBS ARE PLACED IN MASSES, MULCH SHALL BE SPREAD IN A CONTINUOUS BED.
4. SOIL BERM TO HOLD WATER. TOP OF PLANTING PIT 'BERM' TO BE LEVEL ACROSS PIT. SLOPE DOWNHILL PORTION OF BERM AS REQUIRED TO MEET EXISTING GRADE. MULCH OVER EXPOSED TOPSOIL.
5. FINISHED GRADE (SEE GRADING PLAN)
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).
7. SCARIFY SIDES AND BOTTOM OF PLANTING PIT.
8. FERTILIZER TABLETS (MAX 3" DEEP).
9. UNDISTURBED NATIVE SOIL

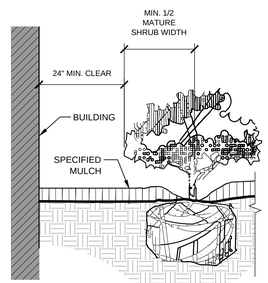
NOTES:

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

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

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

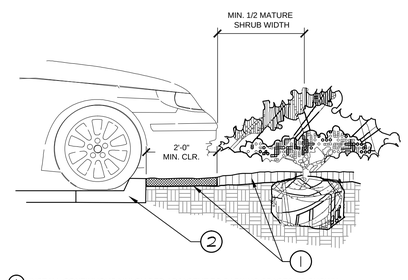
5 SHRUB/GROUNDCOVER PLANTING ON A SLOPE
L-1.3 SECTION — NTS



NOTES:

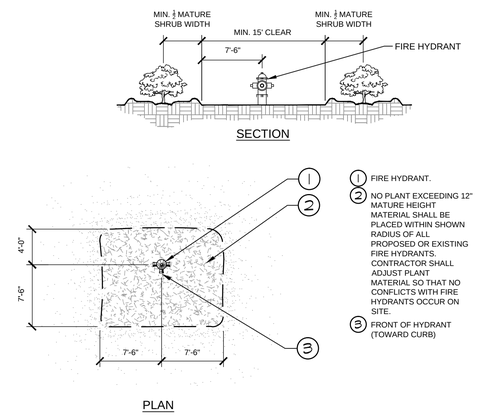
1. CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.
2. INSTALL SPECIFIED MULCH: 24" MIN. FROM BUILDING. SPECIFIED MULCH TO BE INSTALLED AT A DEPTH OF 3" (MIN.)

6 PLANTINGS ADJACENT TO BUILDINGS
L-1.3 SECTION — NTS



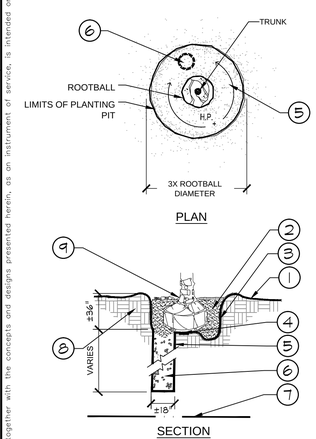
1. INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES AS SHOWN. MULCH SHALL BE MIN. 3" DEEP. NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE.
2. CURB / PARKING LOT EDGE.

7 PARKING SPACE/CURB PLANTING
L-1.3 SECTION — NTS



1. FIRE HYDRANT.
2. NO PLANT EXCEEDING 12" MATURE HEIGHT MATERIAL SHALL BE PLACED WITHIN SHOWN RADIUS OF ALL PROPOSED OR EXISTING FIRE HYDRANTS. CONTRACTOR SHALL ADJUST PLANT MATERIAL SO THAT NO CONFLICTS WITH FIRE HYDRANTS OCCUR ON SITE.
3. FRONT OF HYDRANT (TOWARD CURB)

8 SHRUB PLANTING AT FIRE HYDRANT
L-1.3 SECTION / PLAN — NTS



1. FINISH GRADE (SEE GRADING PLANS).
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER.
4. SLOPE BOTTOM TO DRAIN.
5. AUGURED HOLE Ø ±18" PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
6. BACKFILL WITH 1/2" - 3/4" GRAVEL TO REQUIRED DEPTH THROUGH OCCLUDING LAYER TO ASSURE PROPER PERCOLATION.
7. WATER TABLE. (DEPTH VARIES)
8. UNDISTURBED NATIVE SOIL.
9. SET ROOTBALL ON UNDISTURBED STABLE SUBSOIL SO THAT TOP OF ROOT BALL IS 1" ABOVE FINISHED GRADE.

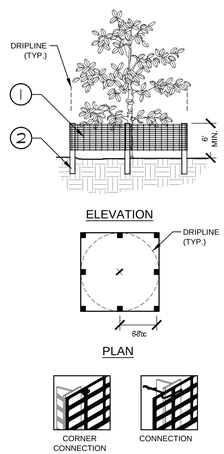
NOTES:

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

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

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

9 POOR DRAINAGE CONDITION
L-1.3 SECTION / PLAN — NTS



1. 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 8' TALL METAL "T" POSTS OR 2" x 2" X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

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

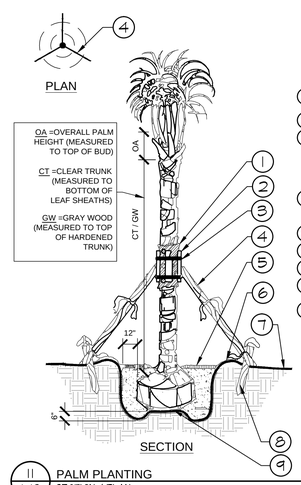
B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/3 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 6' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).

D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

10 TREE PROTECTION FENCING
L-1.3 ELEVATION / PLAN — NTS



1. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
2. FIVE 2" X 4" X 18" WOOD BATTENS.
3. SECURE BATTENS WITH 2- 3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
4. (3) 2"X4"X8' SUPPORTS. NAIL (DRILL AN NAIL IF NECESSARY) TO BATTENS AND 2" 4" STAKES. STAIN DARK BROWN.
5. 3" SPECIFIED MULCH
6. BERM SOIL TO HOLD WATER.
7. FINISH GRADE
8. 2X4X24" (MIN) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES.
9. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).

NOTES:

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

B. ALL TREE STAKING IS TO BE WITHIN MULCH BED AREA OUTSIDE TREE PIT.

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

11 PALM PLANTING
L-1.3 SECTION / PLAN — NTS

CALL 2 WORKING DAYS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2014 KIMLEY-HORN AND ASSOCIATES, INC.
3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803
PHONE: 407-898-1511 FAX: 407-894-4791
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
JAMES R. PANKONIN, PLA
FL LICENSE NUMBER 666900
DATE: 1/9/2015

KHA PROJECT 049372010
DATE 1/12/2015
SCALE AS SHOWN
DESIGNED BY CDC
DRAWN BY KHA
CHECKED BY JRP

LANDSCAPE DETAILS

TEXAS ROADHOUSE — TOWN OF LADY LAKE — FL

SHEET NUMBER
L-1.3

Plotted By:Mancini, Victoria Sheet Set:049372010 — Texas Roadhouse - Lady Lake Layout:L-1.3 LANDSCAPE DETAILS January 09, 2015 11:26:22am K:\SAR_LRD\149372010 - texas roadhouse - lady lake\CAD\plansheets\LS Plan Sheets 049372010.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

J-13

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 20, 2015

SUBJECT: Consideration of Approval for the Supplemental Agreement with Neel-Schaffer Engineering for the Additional Engineering for a South Driveway, Fire Lane and Parking Lot at the Guava Street Park Concession Stand Area

---

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approval of the Supplemental Agreement with Neel-Schaffer Engineering for the Additional Engineering for a South Driveway, Fire Lane and Parking Lot at the Guava Street Park Concession Stand Area

---

SUMMARY: As shown in the contract, the additional engineering is for the building of a fire lane to the concession stand as required by our code. The fire lane will be at the site of a parking lot constructed with recycled asphalt millings which also has drainage issues. This additional engineering will designate this area as a formal fire lane and enhance the parking lot to also assist in the erosion and water runoff. The additional engineering, including the survey, will cost $6,588.75. Please read over the proposal from March 24, 2015 and the opinion of probable costs to see how this will effect the project. This project is utilizing Parks and Recreation Impact fees with a balance of $388,038.00. The Parks, Recreation & Tree Advisory Committee voted 5-0 to forward this to the Town Commission with a recommendation of approval at their meeting on April 8, 2015.

FISCAL IMPACT: An additional $6,588.75 for engineering. The original cost of engineering was $28,275.00.

[ ] **Capital Budget**
[ ] **Operating**
[X] **Other**

ATTACHMENTS: [ ] **Ordinance** [ ] **Resolution** [ ] **Budget Resolution**

[] **Other** [X] **Support Documents**

DEPARTMENT HEAD	**Submitted** 04/13/15	**Date** 04/20/15	
FINANCE DEPARTMENT JCM	**Approved as to Budget Requirements**	**Date** 4/13/15	
HR	**Approved as to Form**	**Date**	
TOWN ATTORNEY	**Approved as to Form and Legality**	**Date**	
TOWN MANAGER	**Approved Agenda Item for:** 4/20/15	**Date** 4/13/15	

COMMISSION ACTION:

[ ] **Approved as Recommended** [ ] **Disapproved** [ ] **Tabled Indefinitely**

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

March 24, 2015

Mr. Mike Burske
Parks and Recreation Director
The Town of Lady Lake
260 Rolling Acres Road
Lady Lake, Florida 32159

Re: FEE ESTIMATE FOR SUPPLEMENTAL AGREEMENT - SURVEY, GEOTECHNICAL ENGINEERING AND DESIGN ENGINEERING SERVICES FOR THE GUAVA STREET PARK SOUTH DRIVE, FIRE LANE AND PARKING LOT.

Dear Mr. Burske:

This Letter is in response to your request for a fee estimate for the design services for the proposed south drive, fire lane, gravity wall and parking lot at the Guava Street Park in the Town of Lady Lake, Florida. See attached Opinion of Probable Cost and Exhibit which outlines the current design of the concessions building and this supplemental design work for the south parking lot.

The Engineer will collect and review pertinent information and data related to the project. Data and information will include topographic survey data and geotechnical data, as well as local, state and federal codes.

The drawings will be prepared in AutoCAD using an 11" X 17" drawing format. Plans will be developed in layout, vertical and detail format. The level of detail in plan development requires a Project Engineer who will coordinate efforts with the surveyor and geotechnical engineer. The plans produced will be made part of the Guava Street Park Concessions Building Project Contract Documents currently under design.

The fee for the above services will be lump sum for an amount of **$6,588.75**. This lump sum fee is inclusive of survey fee of $1,500.00, geotechnical engineering fee of $1,200.00 and engineering design fee of $3,888.75.

We appreciate the opportunity to provide these services and look forward to working with you on this project. Please let me know if additional information is required.

Sincerely,
Neel-Schaffer, Inc.

Rosemary R. Aldridge
Senior Vice-President

***Accepted*:**

Signature: _____ Date: _____

Name/Title: _____

Town of Lady Lake, Parks and Recreation

Guava Street Sports Complex

Concession Stand Project

Preliminary Opinion of Probable Cost - Concession Stand and South Access Drive, Firelane and Parking

Line No.	Pay Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1.0	One Story 1,800 SF Concession Stand	SQ. FT.	1,800	$125.00	$225,000.00
2.0	Demolition of Existing 1,000 S.F. Concession Stand[1]	SQ. FT.	1000	$15.00	$15,000.00
3.0	Sitework (Grading, Earthwork, Clearing, and Grubbing)	LUMP SUM	1	$12,500.00	$12,500.00
4.0	Mobilization	LUMP SUM	1	$6,000.00	$6,000.00
				CONCESSION STAND CONSTRUCTION COST =	**$258,500.00**
				PRELIMINARY ENGINEERING/ARCHITECTURE COST =	$28,275.00
5.0	South Access Drive, Firelane and Parking Lot (9,500 SQ. FT.)	LUMP SUM	1	$36,075.00	$36,075.00
6.0	Gravity Wall Concrete and Steel Reinforcement (300 LF)	LUMP SUM	1	$5,000.00	$5,000.00
7.0	South Access Drive Sitework (Grading)	LUMP SUM	1	$750.00	$750.00
8.0	Maintenance of Traffic	LUMP SUM		$850.00	$850.00
9.0	Mobilization	LUMP SUM	1	$1,250.00	$1,250.00
				SOUTH ACCESS DRIVE, FIRELANE AND GRAVITY WALL CONSTRUCTION COST =	**$43,925.00**
				PRELIMINARY ENGINEERING COST (SURVEY, GEOTECHNICAL AND ENGINEERING) =	$6,588.75
				CONSTRUCTION AND ENGINEERNIG/ARCHITECTURE TOTAL COST (No Contingency) =	**$337,288.75**

NOTES:

1 DEMOLITION AND REMOVAL OF DEBRIS AND RETAINAGE, CLEANING AND STORAGE OF SALVAGABLE ITEMS

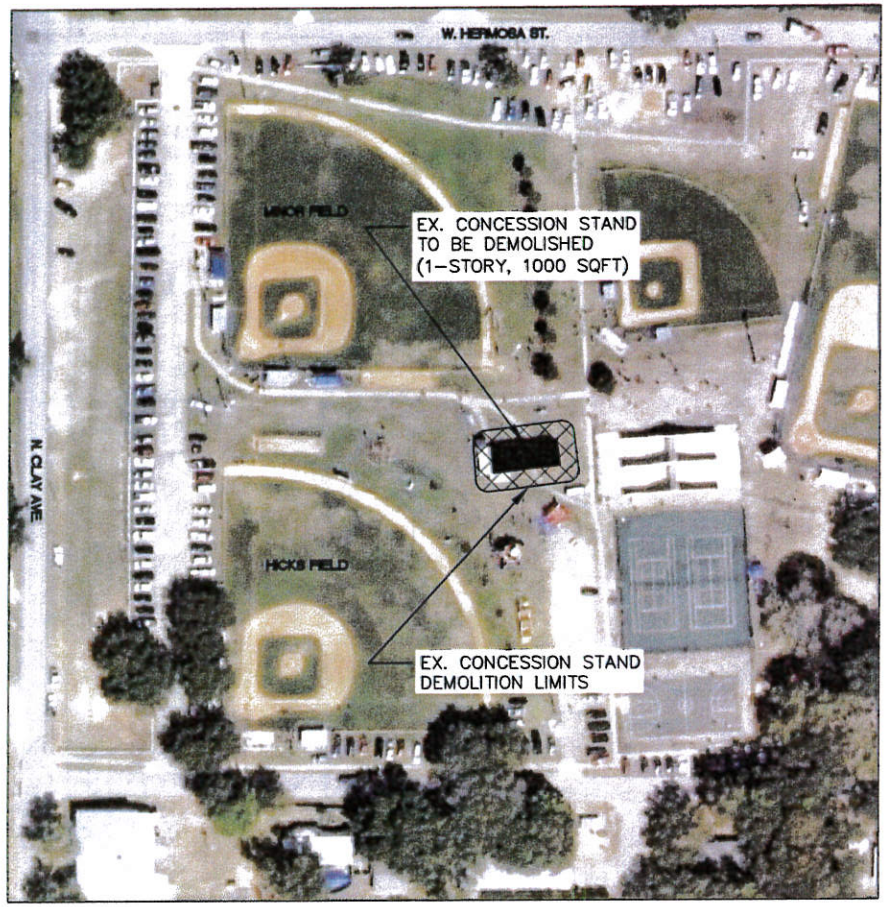
Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.

Professional stamp/seal

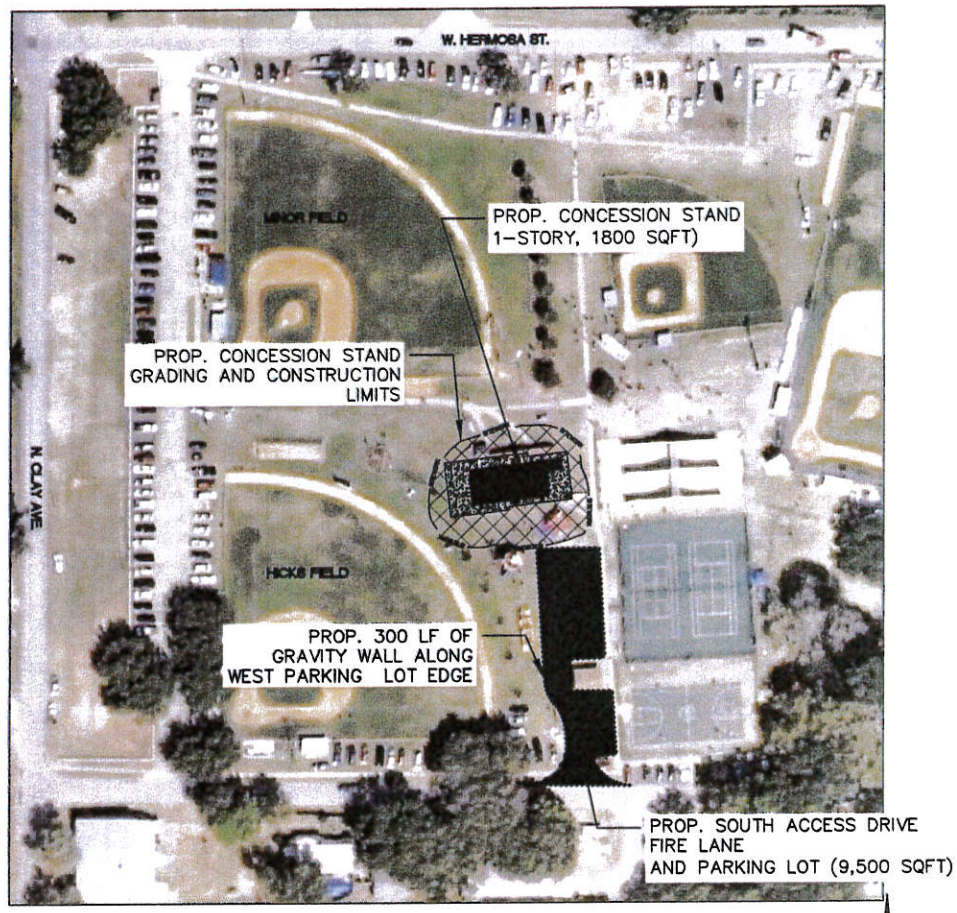
Design Professional (signature)

NEEL-SCHAFFER

Solutions you can build upon



EXISTING CONCESSION STAND
DEMOLITION



PROPOSED CONCESSION STAND
CONSTRUCTION

GRAPHIC SCALE
-50 0 25 50 100 200
(IN FEET)
1 inch = 100 ft.

N

JOHN S. DICKERSON
ARCHITECT INC.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE OWNER, HAS PREPARED AND FURNISHED THIS DRAWING TO THE CLIENT ON THE PROJECT SUBJECT TO THE CONDITIONS AND RESTRICTIONS ENTERED INTO BETWEEN THE OWNER AND THE CLIENT. THIS DRAWING IS TO BE USED ON EXTENSIONS OF THE PROJECT AS ON ANY OTHER PROJECT AND BY ANYONE OTHER THAN THE CLIENT, WITHOUT WRITTEN PERMISSION BY OWNER, IS AT THE RECIPIENT'S SOLE RISK AND THE RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJ. NO.:	NS.XXXXX.XXX
FILENAME:	LL Concession Exhibit.dwg
SURVEYED BY:	
DSGN: XXX	4/14
DRWN: XXX	4/14
CHKD: XXX	4/14
QA/QC: XXX	4/14

GUAVA STREET SPORTS COMPLEX

CONCESSIONS BUILDING

TOWN OF LADY LAKE
LAKE COUNTY, FLORIDA

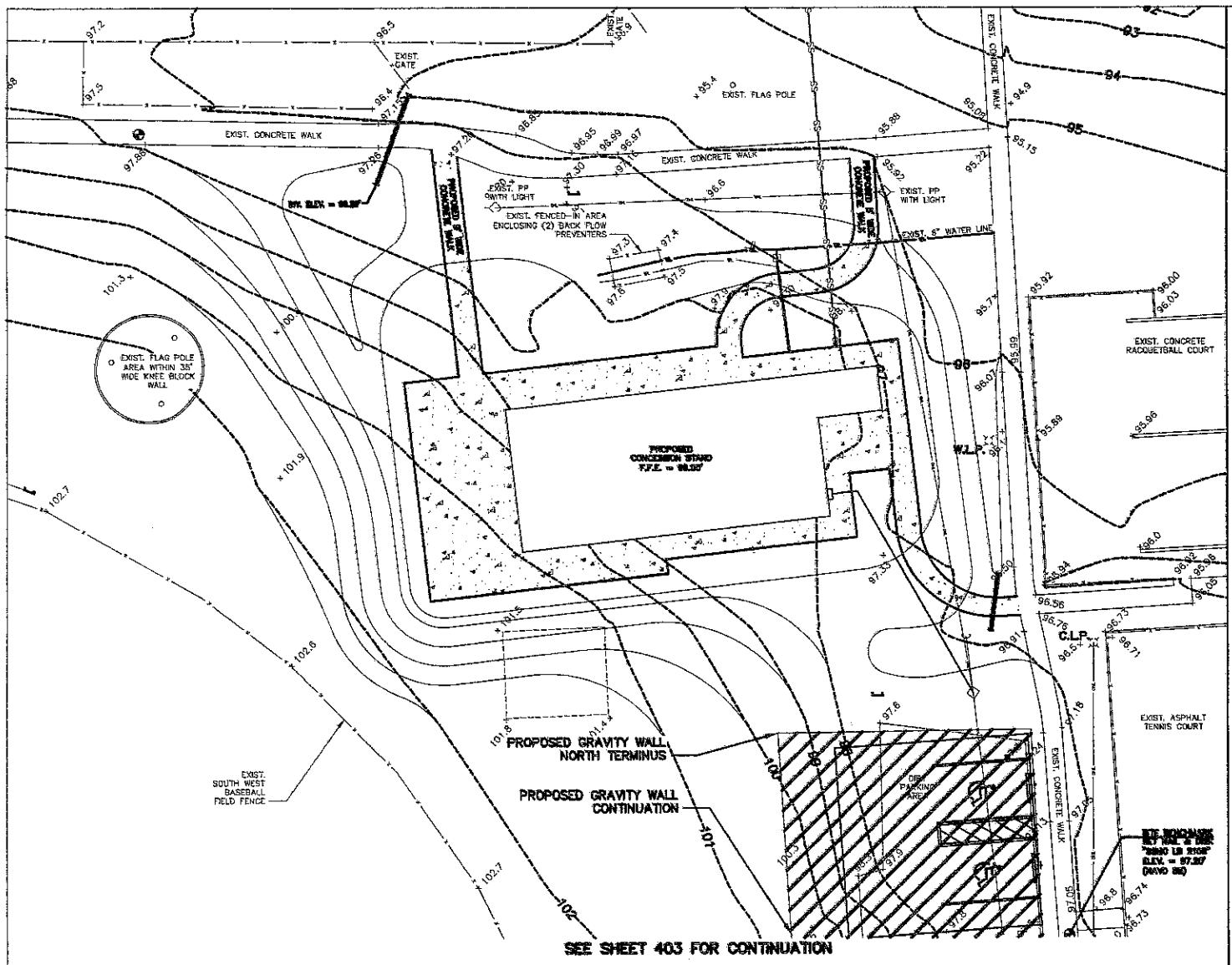
LADY LAKE

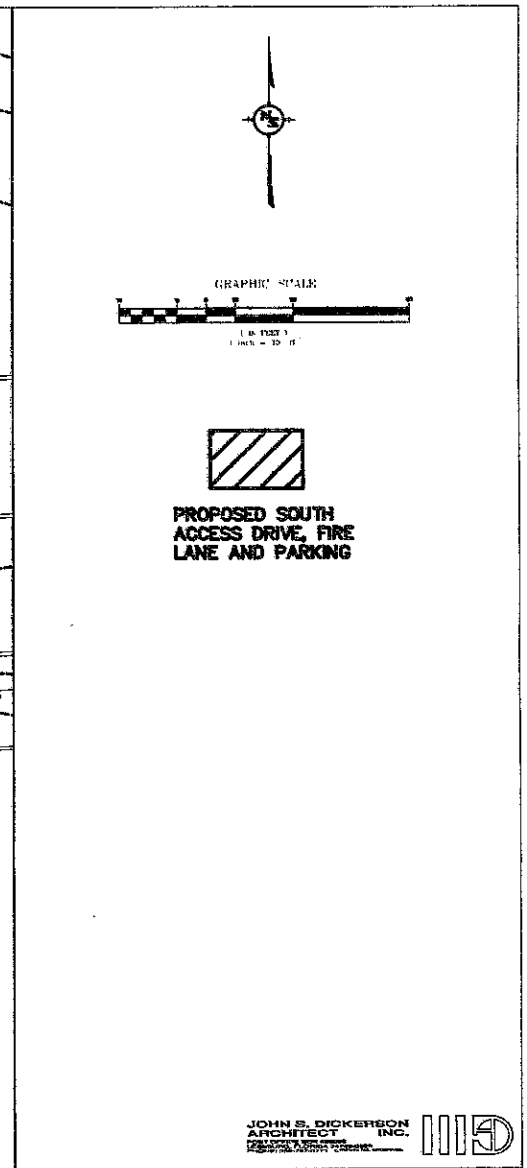
NEEL-SCHAFFER
Solutions you can build upon

EX. DEMO AND PROP.
CONCESSION STAND
EXHIBIT

WORKING NUMBER:

DRAWING NUMBER:





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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
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SURVEYED BY:	
DSGN: XXX	4/14
DRWN: XXX	4/14
CHKD: XXX	4/14
QA/QC: XXX	4/14

GUAVA STREET SPORTS COMPLEX

CONCESSIONS BUILDING

TOWN OF LADY LAKE
LAKE COUNTY, FLORIDA

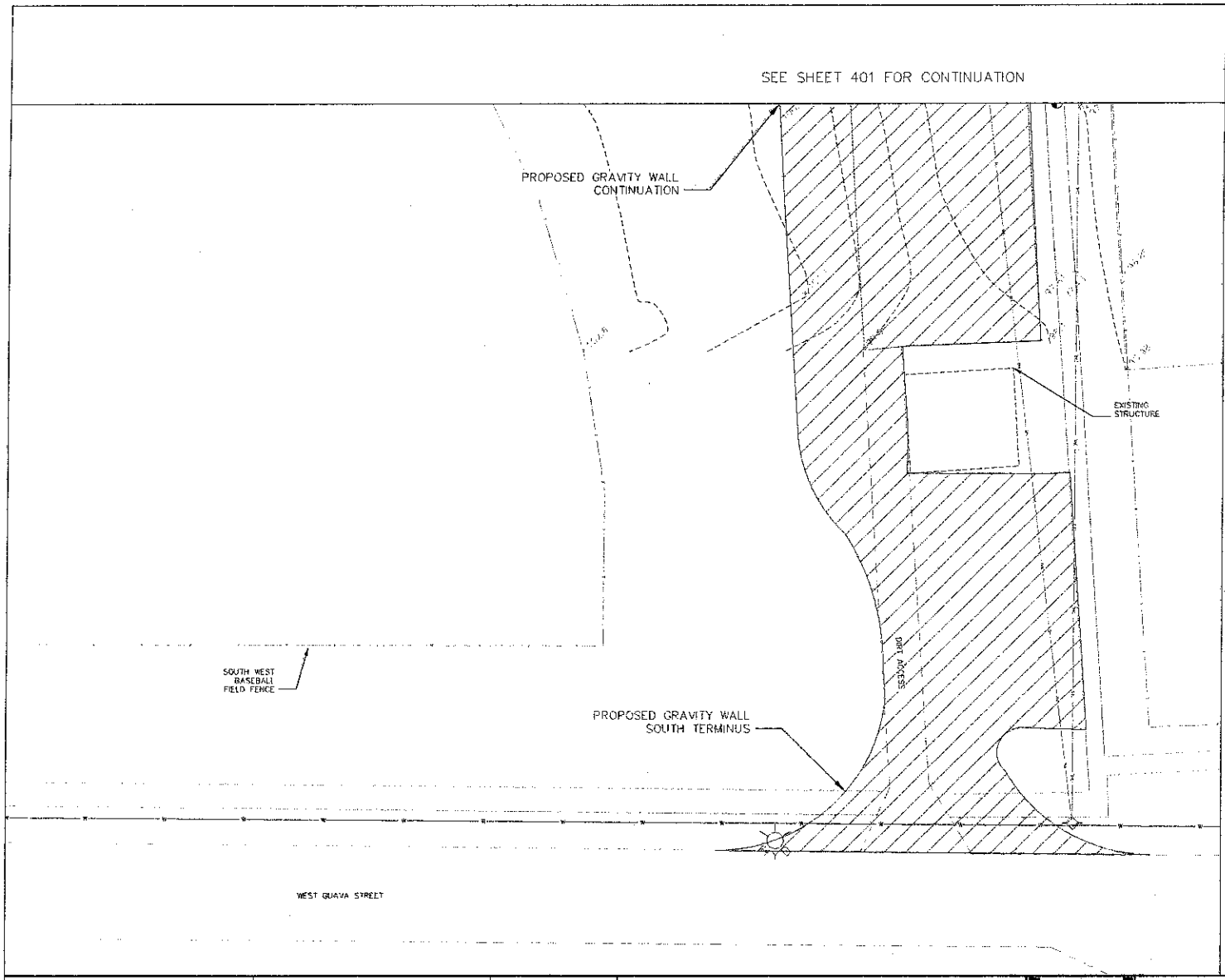
LADY LAKE

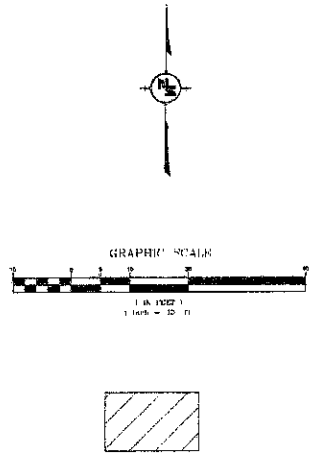
NEEL-SCHAFFER
Solutions you can build upon

PROPOSED BUILDING
SITE PLAN

WORKING NUMBER:

DRAWING NUMBER: C-401





JOHN S. DICKERSON ARCHITECT INC.

NOTICE TO DRAWING HOLDER

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REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

N-S PROJ. NO.:	NS XXXX.XXX
FILENAME:	Working Guava Park Exhibit.dwg
SURVEYED BY:	
DSGN: XXX	4/14
DRWN: XXX	4/14
CHKD: XXX	4/14
QA/QC: XXX	4/14

GUAVA STREET SPORTS COMPLEX

CONCESSIONS BUILDING

TOWN OF LADY LAKE
LAKE COUNTY, FLORIDA

LADY LAKE

NEEL-SCHAFFER
Solutions you can build upon

SOUTH ACCESS DRIVE
FIRE LANE
PARKING

WORKING NUMBER:

DRAWING NUMBER: C-403

MINUTES OF THE
TOWN OF LADY LAKE
PARKS, RECREATION AND TREE BOARD ADVISORY COMMITTEE
LADY LAKE, FLORIDA

April 8, 2015
5:30 p.m.

The Parks, Recreation and Tree Advisory Committee Meeting was held in the Town Hall Commission Chambers, 409 Fennell Blvd., Lady Lake, Florida.

CALL TO ORDER: Chryle Lowery, Chairperson

Chairperson/Member Lowery called the meeting to order at 5:30 p.m.

A. ROLL CALL: Rick Jones, Member
Betty Cantelmo, Member
Thomas Schmelzer, Member
Doris Turlo, Vice Chairperson/Member
Chryle Lowery, Chairperson/Member

STAFF MEMBERS PRESENT: Mike Burske, Parks and Recreation Director; and Julia Wolfe, Staff Assistant to Town Clerk

Also Present: Mayor/Commissioner Ruth Kussard, and Commissioner Paul Hannan

B. OPEN FORUM:

Chairperson Lowery asked if there were any comments from the audience. There were no comments.

C. NEW BUSINESS:

1. APPROVAL OF THE MINUTES: March 11, 2015 Parks, Recreation and Tree Advisory Meeting.

Upon a motion by Vice Chairperson/Member Turlo and a second by Member Schmelzer, the Parks, Recreation and Tree Advisory Committee approved the minutes of the March 11, 2015 Parks, Recreation and Tree Advisory Committee meeting as presented, by a vote of 5-0.

2. Consideration of Approval for the Supplemental Agreement with Neel-Schaffer Engineering for the Additional Engineering for a South Driveway, Fire Lane and Parking Lot at the Guava Street Concession Stand Area (Mike Burske)

Parks and Recreation Director Mike Burske read the background summary for this agenda item. He stated that as shown in the contract, the additional engineering is for the building of a fire lane to the concession stand as required by the Town's code. The fire lane will be at the site of a parking lot constructed with recycled asphalt millings which also has drainage issues. He stated this additional engineering will designate this area as a formal fire lane and enhance the parking lot to also assist in the erosion and water runoff.

Mr. Burske stated the additional engineering, including the survey, will be $6,588.75. He had asked that the committee members read over the proposal from March 24, 2015 and the opinion of probable costs to see how this will effect the project. He stated that this project is utilizing Parks and Recreation Impact fees with a balance of $388,038.00.

Mr. Burske stated he would like to enhance the whole parking lot and help with drainage by eliminating the sand runoff on the reclaimed asphalt milling and tennis courts.

Member Schmelzer asked if the engineers took this into consideration when the project was engineered.

Mr. Burske replied they had not.

Member Cantelmo asked if the total cost for the engineering is $6,588.75, including the survey.

Mr. Burske replied that it is for the engineering, but there will be additional construction costs.

Member Cantelmo asked how much the construction will cost.

Mr. Burske replied that it will be approximately $43,925 for the project, including the gravity wall.

Member Jones asked if the fire lane was part of the whole concept that was shown.

Mr. Burske replied the design of the fire lane and the gravity wall came about four weeks ago and would be a part of the big project, but they are also using the concession stand project to go ahead and make the improvements.

Chairperson Lowery asked if there was money in the budget for the project.

Mr. Burske replied that impact fee money is available to fund the project.

Upon a motion by Member Schmelzer and a second by Member Cantelmo, the Parks, Recreation and Tree Advisory Committee recommended approval for the Supplemental Agreement with Neel-Schaffer Engineering for the Additional Engineering for a South Driveway, Fire Lane and Parking Lot at the Guava Street Concession Stand Area, by a vote of 5 to 0.

3. Consideration to Send a Recommendation to the Commission For the Town to Submit a Letter of Approval for the Daughters of the American Revolution to Place a Plaque at the Train Depot/Museum (Mike Burske)

Parks and Recreation Director Mike Burske read the background summary for this agenda item. He stated that the Lady Lake Historical Society has been working with the Daughters of the American Revolution to place an historical plaque at the Train Depot designating the Train Depot as a historic building, but that neither the D.A.R. nor the museum was able to give him a picture of the proposed plaque at this time. Mr. Burske stated the D.A.R. will need a letter from the Town allowing the plaque to be placed at the building to proceed with the marker. He stated

K-14

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 20, 2015

SUBJECT: **Resolution No. 2015-102 –Sunset Professional Plaza — A Variance from the Provisions of Chapter 17, Section 4.B.2.E., of the Town of Lady Lake Land Development Regulations to Allow Secondary Wall Signs to be Placed on the South Elevation of Buildings "A" and "B" Located within the Sunset Professional Plaza Which Do Not Have a Public Entrance, Addressed as 801 and 805 Highway 466.**

DEPARTMENT: GROWTH MANAGEMENT

STAFF RECOMMENDED MOTION:

Staff recommends approval of Resolution 2015-102- Request to Allow Secondary Wall Signs to be Placed on the South Elevation of Buildings "A" and "B" Located within the Sunset Professional Plaza Which Do Not Have a Public Entrance, Addressed as 801 and 805 Highway 466.

SUMMARY:

On 03/5/2015, Town Staff received a variance application for secondary wall signage along the façade of two (2) buildings facing Highway 466. Applicant, Jay Berry with Berry's Signs, has filed the variance application for the Sunset Professional Plaza on behalf of owners Paramount Urgent Care, Inc., JD Orias Novis Partnership Company LLC, and TWVH LLC, for properties addressed as 801 and 805 Highway 466. The variance request has been made pursuant to the provisions of Chapter 17, Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations which only allows wall signs to be placed on the main façade of the business.

As required of this application, a Justification Statement has been submitted. The applicant stated that having the channel letter signs on the additional wall could help many businesses and offices in the plaza since the signs could attract drivers from Highway 466 who would not see the businesses otherwise. Additionally, the applicant insisted that due to the building design, there is not public entrance on Highway 466, which limits the wall signage placement in accordance to the current sign code.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.

2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 18 Township 18 Range 24, Lady Lake Florida. The property is zoned "RP" Residential Professional, which permits the development in existence. The Future Land Use Map designation for the site is PS (Professional Services). The requested use is consistent with the directives of the Comprehensive Plan and adopted Land Development Regulations.

Comments:

- Notices to inform the surrounding property owners (8) within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, May 30, 2015. The property was posted on Wednesday, April 1, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2015-102 and provided comments on 04/07/2015 that determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

The **Planning and Zoning Board** heard the application for Resolution 2015-102 at their regular meeting on Monday, April 13, 2015, and recommended approval with a 4-0 vote.

FISCAL IMPACT: $ 0

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: **[ ] Ordinance(s)** **[X] Resolution** **[ ] Budget Resolution**

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

---

4-14-15 **DEPARTMENT HEAD**	**Submitted** 4/14/15	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN ATTORNEY	**Approved as to Form and Legality**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 4/20/15	**Date** 4/14/15

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

RESOLUTION NO. 2015-102

A RESOLUTION GRANTING A VARIANCE FROM THE PROVISIONS OF CHAPTER 17, SECTION 4.b.2.E., OF THE TOWN OF LADY LAKE LAND DEVELOPMENT REGULATIONS WHICH ONLY ALLOWS WALL SIGNS TO BE PLACED ON THE MAIN FAÇADE OF THE BUSINESS. THE VARIANCE REQUEST IS TO ALLOW A SECONDARY WALL SIGNS TO BE PLACED ON THE SOUTH ELEVATION OF BUILDINGS "A" AND "B" LOCATED WITHIN THE SUNSET PROFESSIONAL PLAZA, WHICH DO NOT HAVE A PUBLIC ENTRANCE, ADDRESSED AS 801 AND 805 HIGHWAY 466, BEING PROPERTIES OF THE SUNSET PROFESSIONAL PLAZA CONDOMINIUM, WITHIN THE TOWN LIMITS OF THE TOWN OF LADY LAKE, FLORIDA.

WHEREAS, PARAMOUNT URGENT CARE, INC., JD ORIAS NOVIS PARTNERSHIP COMPANY LLC, and TWVH LLC are the owners of certain real property located in the Town of Lady Lake, Florida, more particularly described in Exhibit "A"; and

WHEREAS, the Property Owners have petitioned for a variance from the provisions of Chapter 17, Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations which only allows wall signs to be placed on the main façade of the business. The variance request is to allow secondary wall signs to be placed on the south elevation of Buildings "A" and "B" located within the Sunset Professional Plaza which do not have a public entrance, addressed as 801 and 805 Highway 466, within the town limits of the Town of Lady Lake, Florida; and

WHEREAS, the Town Commission of the Town of Lady Lake held a public hearing to consider the variance request and having heard evidence and testimony on said request, found it to be consistent with the Lady Lake Comprehensive Plan and requirements for variances set forth in the Land Development Regulations of the Town of Lady Lake.

NOW, THEREFORE, BE IT RESOLVED that the Town Commission of the Town of Lady Lake, Florida, hereby grants a variance from the provisions of Chapter 17, Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations which only allows wall signs to be placed on the main façade of the business, and to allow secondary wall signs to be placed on the south elevation of Buildings "A" and "B" located within the Sunset Professional Plaza, which do not have a public entrance, addressed as 801 and 805 Highway 466, within the town limits of the Town of Lady Lake, Florida.

This Resolution shall take effect immediately upon its final adoption by the Town Commission.

RESOLVED this _____ day of _____, 2015, in Lady Lake, Florida, by the Lady Lake Town Commission.

TOWN OF LADY LAKE, FLORIDA

_____
Ruth Kussard, Mayor

ATTEST:

_____
Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

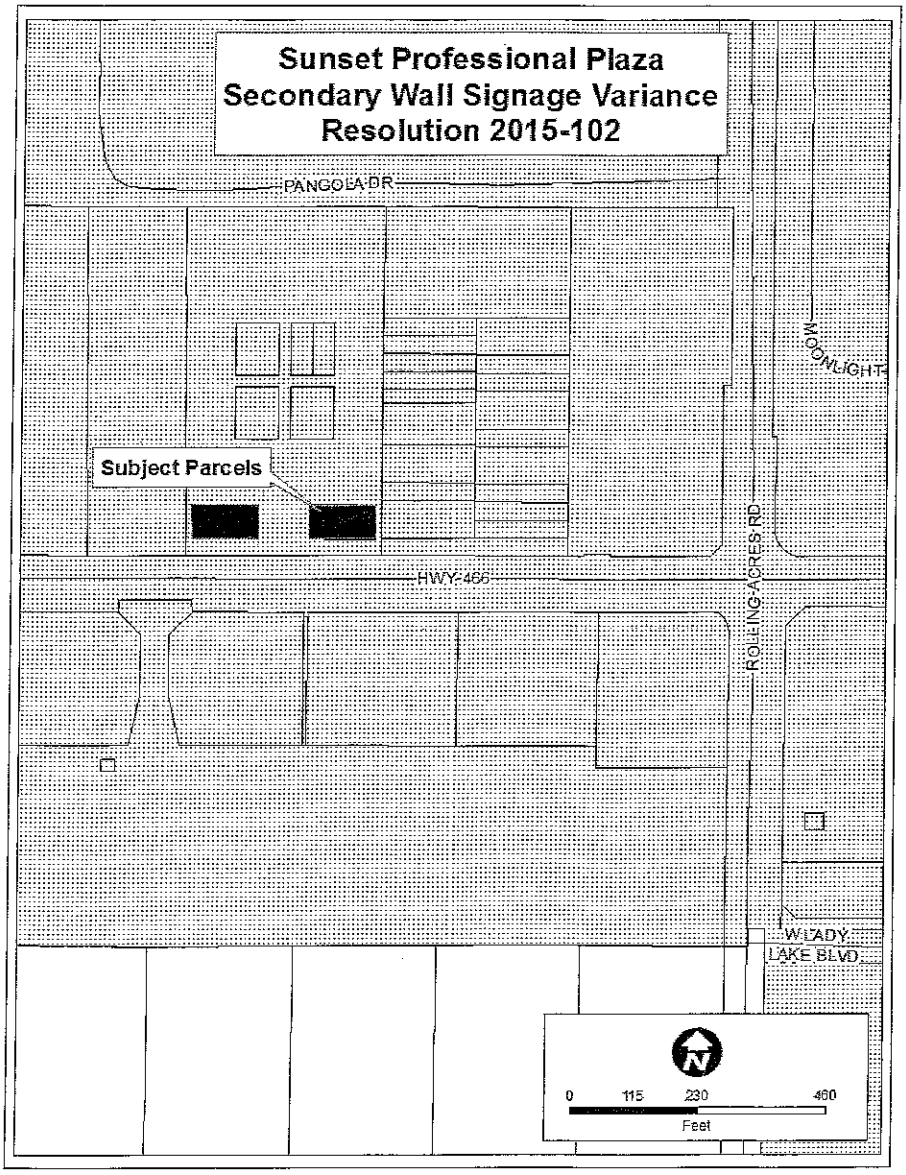
_____
Derek Schroth, Town Attorney

EXHIBIT "A" - Legal Description and Map

LADY LAKE, SUNSET PROFESSIONAL PLAZA CONDOMINIUM BUILDING A UNIT A-101 (ORB 4464 PG 1941-2004 AND ORB 4535 PG 102-107) ORB 4535 PG 108; and

LADY LAKE, SUNSET PROFESSIONAL PLAZA CONDOMINIUM BUILDING B UNIT B-101 (ORB 4464 PG 1941-2004 AND ORB 4535 PG 102-107) ORB 4535 PG 132; and

LADY LAKE, SUNSET PROFESSIONAL PLAZA CONDOMINIUM BUILDING B UNIT B-102 (ORB 4464 PG 1941-2004 AND ORB 4535 PG 102-107) ORB 4535 PG 175



TOWN OF LADY LAKE
VARIANCE APPLICATION

LAKE EYE (TWVH LLC)
Alt. Key Number 1809134
DR. NOVIS

1. Owner's name: Paramount Urgent Care

   Mailing Address: 8460 E County Rd 466 #A Ladylake

   Email Address: _____

   Telephone #: 352-638-8935

2. Applicant's Name: Jay Berry

   Mailing Address: PO Box 491500 Leesburg Fl 34749

   Email Address: permitting@jwberrysigns.com

   Telephone #: 352-728-1119

3. Applicant is: Owner: __ Agent ✓ Purchaser __ Lessee __ Optionee __

4. Property Address/Location: 805 Hwy 466 Unit A-101 LADY LK

5. Legal Description: Alt Key 3894144

6. The variance requested is as follows: Allow a sign on side facing Hwy 466

7. The variance is necessary for the following reasons: so customers can find office

8. Is your situation due to unique circumstances not created by you or your predecessor in title? Explain such circumstances:

   Building code

9. Do special conditions and circumstances exist which are peculiar to your land or structure and which are not applicable to other lands or structures in the same district? Explain such conditions or circumstances:

Our ENTRANCE Door is on the side facing parking

10. Would literal interpretation of the provisions of the Code deprive you of rights commonly enjoyed by other property owners in the same district? Explain such rights:

11. A variance, as requested, will not permit, establish or enlarge any use or structure which is not permitted in the district. Does your request meet this criterion?

yes

12. Have any land use applications been filed within the last year in connection with this property? ____Yes ___No. If yes, briefly describe the nature of the request and the date it was done:

This application must be accompanied by proof of ownership and authorization from the owner if represented by an agent or contract purchaser. It must also include a drawing showing the exact locations and dimensions of all existing and proposed buildings and additions, required setbacks, existing easements and clearly delineate the specific variance requested.

I certify that the statements in this application are true to the best of my knowledge.

Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FORTY-TWO (42) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATION, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT.

Office Use:

Date Application Received: $850.00 Received by: 03-10-15

Fees Paid: WT FON

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared Jay Berry / J.W. / Berry Signs, who being by me first duly sworn on oath, deposes and says:

(1) That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

(2) That he desires approval for: Variance - Front Wall Signage on multi tenant development - no entrance

(3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 5 day of March, 2015, by JAY BERRY, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Valerie A Teichmann
Notary Public

VALERIE A. TEICHMANN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE139550
Expires 1/27/2016

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared Adrian J Easterling who being by me first duly sworn on oath, deposes and says:

(1) That he is the fee-simple owner of the property legally described on page one of this application.

(2) That he desires approval for:
Sinage on 466 front wall - varience

(3) That he has appointed Jay Barry / J.W. Barry Signs to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 3 day of March, 2015, by Adrian J Easterling, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

VALERIE A. TEICHMANN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE139550
Expires 1/27/2016

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

10

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Alona Nouis who being by me first duly sworn on oath, deposes and says:

(1) That he/she is the fee-simple owner of the property legally described on page one of this application.

(2) That he/she desires approval for:

Sign Exterior 801 CR 466, Lady Lake Suite 101

(3) That he/she has appointed John Toscani to act as agent in his/her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his/her stead.

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 30 day of March, 2015, by Alona Nouis, who is personally known to me or who has produced Drivers License as identification and who did (did not) take an oath.

Marlene J. Meade
Notary Public

MARLENE J. MEADE
Notary Public - State of Florida
My Comm. Expires Oct 30, 2017
Commission # FF 067218

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Nikki Reynolds who being by me first duly sworn on oath, deposes and says:

(1) That he/she is the fee-simple owner of the property legally described on page one of this application.

(2) That he/she desires approval for:

Exterior Sign facing CR466, for 801 CR466, Lady Lake

(3) That he/she has appointed John Toscani to act as agent in his/her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his/her stead.

Nikki Reynolds
Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 30 day of March, 2015, by Nikki Reynolds, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Gayle A. Yarbrough
Notary Public

Notary Public State of Florida
Gayle A Yarbrough
My Commission FF 045831
Expires 10/11/2017

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

PROPERTY RECORD CARD

General Information

Owner Name:	PARAMOUNT URGENT CARE	**Alternate Key:**	3894144
Mailing Address:	8460 E COUNTY ROAD 466 STE A LADY LAKE, FL 32159 *Update Mailing Address*	**Parcel Number:**	18-18-24-100000A10100
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	19.04670
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	805 HIGHWAY 466 UNIT A-101 LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	LADY LAKE, SUNSET PROFESSIONAL PLAZA CONDOMINIUM BUILDING A | UNIT A-101 (ORB 4464 PG 1941-2004 AND ORB 4535 PG 102-107) | ORB 4535 PG 108 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	(1940)	0	0		1	LT	$0.00	$15,000.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
4535 / 108	9/23/2014	WD	Q	I	$1,382,900.00

Values and Estimated Taxes

Tax Authority	Just Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC	$15,000	$15,000	$15,000	5.38560	$80.78
LAKE COUNTY MSTU AMBULANCE	$15,000	$15,000	$15,000	0.46290	$6.94
LAKE COUNTY MSTU FIRE	$15,000	$15,000	$15,000	0.47040	$7.06
SCHOOL BOARD STATE	$15,000	$15,000	$15,000	5.74600	$86.19
SCHOOL BOARD LOCAL	$15,000	$15,000	$15,000	1.50000	$22.50
TOWN OF LADY LAKE	$15,000	$15,000	$15,000	3.75000	$56.25
ST JOHNS RIVER FL WATER MGMT DIST	$15,000	$15,000	$15,000	0.31640	$4.75
LAKE COUNTY VOTED DEBT SERVICE	$15,000	$15,000	$15,000	0.16000	$2.40
LAKE COUNTY WATER AUTHORITY	$15,000	$15,000	$15,000	0.25540	$3.83

NORTH LAKE HOSPITAL DIST	$15,000	$15,000	$15,000	1.00000	$15.00
				Total: 19.0467	**Total:** $285.70

The values displayed above may NOT reflect certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The estimated tax totals are based on prior year adopted millage rates until each taxing authority certifies proposed rates (annually in mid-August) and adopts final millage rates (late September) of each year. Estimated tax totals do not reflect non-ad valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

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Property data last updated on 29 March 2015.

PROPERTY RECORD CARD

General Information

Owner Name:	JD ORIAS NOVIS PARTNERSHIP COMPANY LLC	**Alternate Key:**	3894147
Mailing Address:	PO BOX 658 FRUITLAND PARK, FL 34731-0658 *Update Mailing Address*	**Parcel Number:**	18-18-24-100000B10100
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	19.04670
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	801 HIGHWAY 466 UNIT B-101 LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	LADY LAKE, SUNSET PROFESSIONAL PLAZA CONDOMINIUM BUILDING B | UNIT B-101 (ORB 4464 PG 1941-2004 AND ORB 4535 PG 102-107) | ORB 4535 PG 132 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	(1940)	0	0		1	LT	$0.00	$15,000.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
4535 / 132	9/26/2014	WD	Q	I	$585,800.00

Values and Estimated Taxes

Tax Authority	Just Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC	$15,000	$15,000	$15,000	5.38560	$80.78
LAKE COUNTY MSTU AMBULANCE	$15,000	$15,000	$15,000	0.46290	$6.94
LAKE COUNTY MSTU FIRE	$15,000	$15,000	$15,000	0.47040	$7.06
SCHOOL BOARD STATE	$15,000	$15,000	$15,000	5.74600	$86.19
SCHOOL BOARD LOCAL	$15,000	$15,000	$15,000	1.50000	$22.50
TOWN OF LADY LAKE	$15,000	$15,000	$15,000	3.75000	$56.25
ST JOHNS RIVER FL WATER MGMT DIST	$15,000	$15,000	$15,000	0.31640	$4.75
LAKE COUNTY VOTED DEBT SERVICE	$15,000	$15,000	$15,000	0.16000	$2.40
LAKE COUNTY WATER AUTHORITY	$15,000	$15,000	$15,000	0.25540	$3.83

NORTH LAKE HOSPITAL DIST	$15,000	$15,000	$15,000	1.00000	$15.00
				Total: 19.0467	**Total:** $285.70

The values displayed above may NOT reflect certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The estimated tax totals are based on prior year adopted millage rates until each taxing authority certifies proposed rates (annually in mid-August) and adopts final millage rates (late September) of each year. Estimated tax totals do not reflect non-ad valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

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Property data last updated on 29 March 2015.

PROPERTY RECORD CARD

General Information

Owner Name:	TWVH LLC	**Alternate Key:**	3894148
Mailing Address:	PO BOX 658 FRUITLAND PARK, FL 34731-0658 *Update Mailing Address*	**Parcel Number:**	18-18-24-100000B10200
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	19.04670
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	801 HIGHWAY 466 UNIT B-102 LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	LADY LAKE, SUNSET PROFESSIONAL PLAZA CONDOMINIUM BUILDING B | UNIT B-102 (ORB 4464 PG 1941-2004 AND ORB 4535 PG 102-107) | ORB 4535 PG 175 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	(1940)	0	0		1	LT	$0.00	$15,000.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
4535 / 175	9/26/2014	WD	Q	I	$821,300.00

Values and Estimated Taxes

Tax Authority	Just Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC	$15,000	$15,000	$15,000	5.38560	$80.78
LAKE COUNTY MSTU AMBULANCE	$15,000	$15,000	$15,000	0.46290	$6.94
LAKE COUNTY MSTU FIRE	$15,000	$15,000	$15,000	0.47040	$7.06
SCHOOL BOARD STATE	$15,000	$15,000	$15,000	5.74600	$86.19
SCHOOL BOARD LOCAL	$15,000	$15,000	$15,000	1.50000	$22.50
TOWN OF LADY LAKE	$15,000	$15,000	$15,000	3.75000	$56.25
ST JOHNS RIVER FL WATER MGMT DIST	$15,000	$15,000	$15,000	0.31640	$4.75
LAKE COUNTY VOTED DEBT SERVICE	$15,000	$15,000	$15,000	0.16000	$2.40
LAKE COUNTY WATER AUTHORITY	$15,000	$15,000	$15,000	0.25540	$3.83

NORTH LAKE HOSPITAL DIST	$15,000	$15,000	$15,000	1.00000	$15.00
				Total: 19.0467	**Total:** $285.70

The values displayed above may NOT reflect certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The estimated tax totals are based on prior year adopted millage rates until each taxing authority certifies proposed rates (annually in mid-August) and adopts final millage rates (late September) of each year. Estimated tax totals do not reflect non-ad valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

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Property data last updated on 29 March 2015.

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159 USA

352-751-1500 FAX 352-751-1510 www.ladylake.org

March 30, 2015

RE: Variance Resolution 2015-102

Dear Property Owner:

This is to notify you that Applicant, Jay Berry with Berry's Signs, has filed a variance application for the Sunset Professional Plaza on behalf of owners Paramount Urgent Care, Inc., JD Orias Novis Partnership Company LLC, TWVH LLC, and Sunset Professional Center, LLC, for properties addressed as 801 through 805 Highway 466, within the Sunset Professional Plaza, in the Town limits of the Town of Lady Lake, Florida. The requested variance from the Land Development Regulations is as follows:

Resolution 2015-102

Variance application in accordance with the provisions of Chapter 17, Section 4.b.2.E., which only allows wall signs to be placed on the main façade of the business. The applicant proposes the installation of 25.5 square feet in copy area of additional secondary wall signage to be placed on the south elevation of the Paramount Space of building "A" (Alternate Key 3863759) facing Highway 466 where there is a public entrance.

Public hearing dates on the petitions are scheduled for the following dates:

PLANNING AND ZONING BOARD- Monday, April 13, 2015 at 5:30 p.m.
COMMISSION MEETING- Monday, April 20, 2015 at 6:00 p.m.

You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1582 or via email at wthen@ladylake.org.

Sincerely,

Wendy Then
Town Planner

AltKey	OwnerName	OwnerAddre	OwnerCity	nerSt	OwnerZip
3863922	BRIDGE HOUSE TRADING COMPANY LLC	PO BOX 1266	TAVARES	FL	32778
1800609	SOUTHERN ROLLING ACRES LLC	C/O PO BOX 940279	MAITLAND	FL	32794
2516801	NARAIN SHAKTI & BINDOO	2112 PARK HOLLAND CT	LEESBURG	FL	34748
3894159	SUNSET PLAZA OWNER'S ASSN INC	801-809 HIGHWAY 466	LADY LAKE	FL	32159
3894144	PARAMOUNT URGENT CARE	8460 E COUNTY ROAD 466 STE A	LADY LAKE	FL	32159
3894147	JD ORIAS NOVIS PARTNERSHIP COMPANY LLC	PO BOX 658	FRUITLAND PARK	FL	34731
3894148	TWVH LLC	PO BOX 658	FRUITLAND PARK	FL	34731
3894150	SUNSET PROFESSIONAL CENTER LLC	PO BOX 492722	LEESBURG	FL	34749
3894151					
3894152					
3894153					
3894154					
3894155					
3894156					
3894157					
3894158					

Berry's Signs

1.) No diminution in value of surrounding prooerties would be suffered.
No, surrounding properties would not suffer any diminution of value. Having the channel letter sign on the additional wall could help many businesses and offices in the plaza with advertising and sales in the future.

2.) Granting the permit would be of benefit to the public interest.
Yes, granting this permit would be of benefit to the public interest. By approving this new sign it will attract drivers from CR-466 who would not see it otherwise. Allowing signs to face this road could help many businesses in the plaza.

3.) Denial of the permit would result in unnecessary hardship to the owner seeking it.
Yes, a denile of the permit will result in unnecessary hardship to the tenants seeking it. If the channel letter sign on the opposite side of the building is denied the owner could lose business because from all of the drivers on CR-466. There is a public entrance to the plaza from CR-466, which makes sence for there to be a sign.

4.) The use must not be contrary to the spirit of this code.
The use of this property improvement is not contrary to the spirit of the code. The sign can update the per-existing structure to ensure that all necessary building codes are following and make the property more appealing to the eye. The value of the property will not be jeopardized.

5.) Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute evidence of unnecessary and undue hardship and be grounds to justify granting of a varience.
If the request is denied the tenants would most likely leave the structure as is. It would be of best interest to the tenants to approve the new sign. It will be of benefit to the tenants because it will help the tenents advertise the business and make money.

6.) Physical hardship such as disabilites of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.
Not Applicable, the applicant dose not suffer from any phisical disabilities.

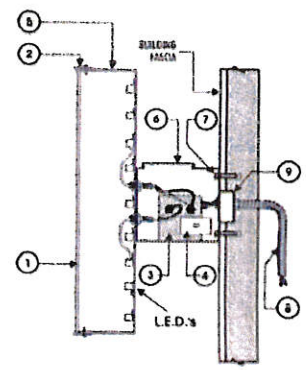
Post Office Drawer 491500 • Leesburg, FL 34749-1500
Phone (352) 728-1119 • (800) 443-0125 • Fax (352) 728-8669

203.414 in

18 in

PARAMOUNT URGENT CARE

Lighted channel letters, Red faces, Red jewelite trimcap, Red sides/returns



L.E.D. CHANNEL LETTER ON RACEWAY

1. 3/16" THICK ACRYLIC LETTER FACES WITH TRANSLUCENT
2. 1" RETAINER CAP
3. ETL APPROVED TRANSFORMER (120v 60hz/ - 120vac)
4. DISCONNECT SWITCH ON RACEWAY END
5. 4" DEEP ALUMINUM RETURN
6. 8" X 8" ALUMINUM RACEWAY PAINTED TO MATCH BUILDING FASCIA
7. ATTACHMENT HARDWARE VARY ACCORDING TO CONDITIONS OF FACIA
8. PRIMARY ELECTRICAL SUPPLY INSIDE CONDUIT
9. STANDARD ELECTRICAL JUNCTION BOX

Berry's Signs

P.O. Drawer 491500
Leesburg, FL
34748

(352) 728-1119
FAX (352) 728-8669
www.BerrysSigns.com
mail@berryssigns.com

This design is the property of Berry's Signs and cannot be used or distributed without the approval of said company.

DRWG.#	0000
DATE:	11-17-14.
REV. DATE	
LOCATION:	
FILE:	Paramount Urgent Care Sunset Plaza
SALES REP.:	Jay
DRAWN BY:	Jeremy
SCALE:	NTS
PAGE#:	(1) of (1)

Client

Approved by:

Date

Notes.

TECHNICAL REVIEW COMMITTEE COMMENTS
FINAL COMMENTS 04/07/2015

Project: Sunset Professional Plaza
Proposal: Secondary Wall Sign Variance- Resolution 2015-102.

Description:

On 03/5/2015, Town Staff received a variance application for secondary wall signage along the façade of two (2) buildings facing Highway 466. Applicant, Jay Berry with Berry's Signs, has filed the variance application for the Sunset Professional Plaza on behalf of owners Paramount Urgent Care, Inc., JD Orias Novis Partnership Company LLC, and TWVH LLC, for properties addressed as 801 through 805 Highway 466. The variance request has been made pursuant to the provisions of Chapter 17, Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations which only allows wall signs to be placed on the main façade of the business.

The property is zoned "RP" Residential Professional, which permits the development in existence. The Future Land Use Map designation for the site is PS (Professional Services). The requested use is consistent with the directives of the Comprehensive Plan and adopted Land Development Regulations.

GENERAL INFORMATION

Sign Design proposal has been provided by Berry's Signs.

Below are staff comments from the Town of Lady Lake regarding your development project. A hard copy via hand delivery and an electronic copy via e-mail are provided to the applicant. Comments are organized by department and must be sufficiently addressed before the proposal may proceed. If a re-submittal is warranted, the applicant shall provide written responses to each individual staff comment contained within this transmittal. **Re-submittals will not be accepted without bulleted written responses.**

Following submittal of any required revisions and responses, correspondence will be forwarded indicating the proposal's status, either: (1) requiring additional revision or documentations; or (2) ready for approval. Site plans are subject to public hearing, as well as plats, annexation requests, zoning requests, and comprehensive plan requests. When applicable, you will receive written notification that the item is scheduled for review by the Planning and Zoning Board or Town Commission. For additional information, contact Thad Carroll at (352) 751-1521.

GROWTH MANAGEMENT

Questions may be directed to Wendy Then, at wthen@ladylake.org

1. No comments outstanding as per GM Review completed 04-06-2015.

POLICE

Questions may be directed to Chief Chris McKinstry at cmckinstry@ladylake.org

1. No comments at this time from the Police Dept. regarding this project as per email dated 4/1/2015.

BUILDING

Questions may be directed to Dallas Foss, Building Official at dfoss@usanova.com.

1. No comments at this time as per communication dated 04-07-2015. If approved, sign engineering will be reviewed at the Sign permitting phase.

PUBLIC WORKS

Questions may be directed to Butch Goodman, Utilities Supervisor at bgoodman@ladylakepw.org

1. No comments at this time from the Lady Lake Public Works Dept. since no utilities will be affected at this time with the sign proposal.

PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: April 13, 2015

SUBJECT: **Resolution No. 2015-102 –Sunset Professional Plaza –to Allow Secondary Wall Signs to be Placed on the South Elevation of Buildings "A" and "B" Located within the Sunset Professional Plaza Which Do Not Have a Public Entrance, Addressed as 801 and 805 Highway 466.**

DEPARTMENT: GROWTH MANAGEMENT

STAFF RECOMMENDED MOTION:

1. **Motion to forward Resolution 2015-102 to the Town Commission with the Recommendation of Approval.**

2. **Motion to forward Resolution 2015-102 to the Town Commission with the Recommendation of Denial.**

Staff is in support of Motion Number 1.

SUMMARY:

On 03/5/2015, Town Staff received a variance application for secondary wall signage along the façade of two (2) buildings facing Highway 466. Applicant, Jay Berry with Berry's Signs, has filed the variance application for the Sunset Professional Plaza on behalf of owners Paramount Urgent Care, Inc., JD Orias Novis Partnership Company LLC, and TWVH LLC, for properties addressed as 801 and 805 Highway 466. The variance request has been made pursuant to the provisions of Chapter 17, Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations which only allows wall signs to be placed on the main façade of the business.

As required of this application, a Justification Statement has been submitted. The applicant stated that having the channel letter signs on the additional wall could help many businesses and offices in the plaza since the signs could attract drivers from Highway 466 who would not see the businesses otherwise. Additionally, the applicant insisted that due to the building design, there is not public entrance on Highway 466, which limits the wall signage placement in accordance to the current sign code.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 18 Township 18 Range 24, Lady Lake Florida. The property is zoned "RP" Residential Professional, which permits the development in existence. The Future Land Use Map designation for the site is PS (Professional Services). The requested use is consistent with the directives of the Comprehensive Plan and adopted Land Development Regulations.

Comments:

- Notices to inform the surrounding property owners (8) within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, May 30, 2015. The property was posted on Wednesday, April 1, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2015-102 and provided comments on 04/07/2015 that determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

Public Hearings:

The **Town Commission** first and final reading has been tentatively scheduled for Resolution 2015-102 at the regular meeting on Monday, April 20, 2015.

FISCAL IMPACT: $ 0

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance(s) [X] Resolution [ ] Budget Resolution

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

4-7-15

DEPARTMENT HEAD	Submitted 4/7/15	Date
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date
TOWN ATTORNEY	Approved as to Form and Legality	Date
TOWN MANAGER	Approved Agenda Item for: 4/13/15	Date 4/7/15

BOARD ACTION: [✓] Approved as Recommended [ ] Disapproved

4-0 - McKenzie/Montelcone

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

cc: T. Carroll

K-15

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 20, 2015

SUBJECT: **Resolution 2015-103 – Texas Roadhouse Restaurant– A Variance to the Provisions of Chapter 17, Section 17-3).e).1).A)., to allow a freestanding sign to be erected sixty-four (64) feet from the closest freestanding sign on property located at 745 North Hwy 27/441 (AK #3861958).**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of Resolution 2015-103-Request to allow a freestanding sign to be erected sixty-four (64) feet from the closest freestanding sign on property located at 745 North Hwy 27/441 (AK #3861958).

SUMMARY

Applicant, Martin J. DelleBovi, submitted a variance application on behalf of property owner Benchmark Lady Lake 25 Associates, LLC, pursuant to the provisions of Chapter 17, Section 17-3).e).1).A). of the Town of Lady Lake Land Development Regulations which requires that no freestanding sign shall be erected closer than one hundred (100) feet from any other freestanding sign. The variance request is to allow a freestanding sign to be erected sixty-four (64) feet from the closest freestanding sign on the property owned by Benchmark Lady Lake 25 Associates. LLC, located at 745 North Hwy 27/441 (AK #3861958). The proposed monument sign is designed to be approximately 8' high with a minimum setback 5 feet setback along North Highway 27/441, which meets sign code requirements.

As required of the application, a Justification Statement has been submitted. The site is will be home to the Texas Roadhouse, a development proposing the construction of a 7,163-Square-foot High Turnover (Sit-Down) Restaurant proposing 281 seats. Given that the restaurant is proposed to be constructed on an outparcel, the applicant has indicated that the proposed monument location is the best location for the sign to direct the public to restaurant's entrance. The applicant has stated that adding the monument sign has been part of the improvement plans for the site to make it fully operational and attractive as well as provide the driver good direction with time to make the turn into the property safely. The applicant feels that a sixty-four (64) feet separation still accomplishes the spirit of the Code to the best extent practicable given the restaurant land use. Lastly, the applicant pointed out that the amount of signage out there is

minimal in proportion to the retail space in place. In selecting the location of the sign, the applicant considered what best suits the design of the frontage without causing clutter or blockage to any viewing corridor.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 08 Township 18 Range 24, Lady Lake Florida. The Future Land Use Map designation for the site is Commercial General-Retail Sales & Services (RET) and is zoned Heavy Commercial (HC). The application is complete and ready to be transmitted to the Planning & Zoning Board for their recommendation.

Comments:

- Notices to inform the surrounding property owners (2) within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, March 30, 2015. The property was posted on Wednesday, April 1, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2015-103 and provided comments on 04/07/2015 that determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

The **Planning and Zoning Board** heard the application for Resolution 2015-103 at their regular meeting on Monday, April 13, 2015, and recommended approval with a 4-0 vote.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: **[ ] Ordinance(s)** **[X] Resolution** **[ ] Budget Resolution**

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

---

(WD) 4-14-15 DEPARTMENT HEAD Submitted 04/14/15 Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER (KH) Approved Agenda Item for: 4/20/15 Date 4/14/15

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

RESOLUTION NO. 2015-103

A RESOLUTION GRANTING A VARIANCE FROM THE PROVISIONS OF CHAPTER 17, SECTION 17-3).e).1).A), OF THE TOWN OF LADY LAKE LAND DEVELOPMENT REGULATIONS WHICH REQUIRES THAT NO FREESTANDING SIGN SHALL BE ERECTED CLOSER THAN ONE HUNRED (100) FEET FROM ANY OTHER FREESTANDING SIGN. THE VARIANCE REQUEST IS TO ALLOW A FREESTANDING SIGN TO BE ERECTED SIXTY-FOUR (64) FEET FROM THE CLOSEST FREESTANDING SIGN ON THE PROPERTY OWNED BY BENCHMARK LADY LAKE 25 ASSOCIATES, LLC, LOCATED AT 745 NORTH HIGHWAY 27/441 (ALT. KEY 3861958), WITHIN THE TOWN OF LADY LAKE, FLORIDA

WHEREAS, Benchmark Lady Lake 25 Associates, LLC, is the owner of certain real property located in the Town of Lady Lake, Florida, more particularly described in Exhibit "A"; and

WHEREAS, the property owner petitioned for a variance from the provisions of Chapter 17, Section 17-3).e).1).A). of the Town of Lady Lake Land Development Regulations which requires that no freestanding sign shall be erected closer than one hundred (100) feet from any other freestanding sign. The variance request is to allow a freestanding sign to be erected sixty-four (64) feet from the closest freestanding sign on the property owned by Benchmark Lady Lake 25 Associates, LLC, located at 745 North Hwy 27/441 (AK #3861958), within the Town of Lady Lake, Florida; and

WHEREAS, the Town Commission of the Town of Lady Lake held a public hearing to consider the variance request and having heard evidence and testimony on said request, found it to be consistent with the Lady Lake Comprehensive Plan and requirements for variances set forth in the Land Development Regulations of the Town of Lady Lake.

NOW, THEREFORE, BE IT RESOLVED that the Town Commission of the Town of Lady Lake, Florida, hereby grants a variance from the provisions of Chapter 17, Section 17-3).e).1).A). of the Town of Lady Lake Land Development Regulations which requires that no freestanding sign shall be erected closer than one hundred (100) feet from any other freestanding sign. The Town grants and approves the variance request to allow a freestanding sign to be erected sixty-four (64) feet from the closest freestanding sign on the property owned by Benchmark Lady Lake 25 Associates, LLC, located at 745 North Hwy 27/441 (AK #3861958), within the Town of Lady Lake, Florida;

This Resolution shall take effect immediately upon its final adoption by the Town Commission.

RESOLVED this __ day of _____ **2015**, in Lady Lake, Florida, by the Lady Lake Town Commission.

TOWN OF LADY LAKE, FLORIDA

_____
Ruth Kussard, Mayor

ATTEST:

_____
Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

ACKNOWLEDGED:

The undersigned land owner by the execution hereof agrees to comply with the conditions of the variance use as established herein.

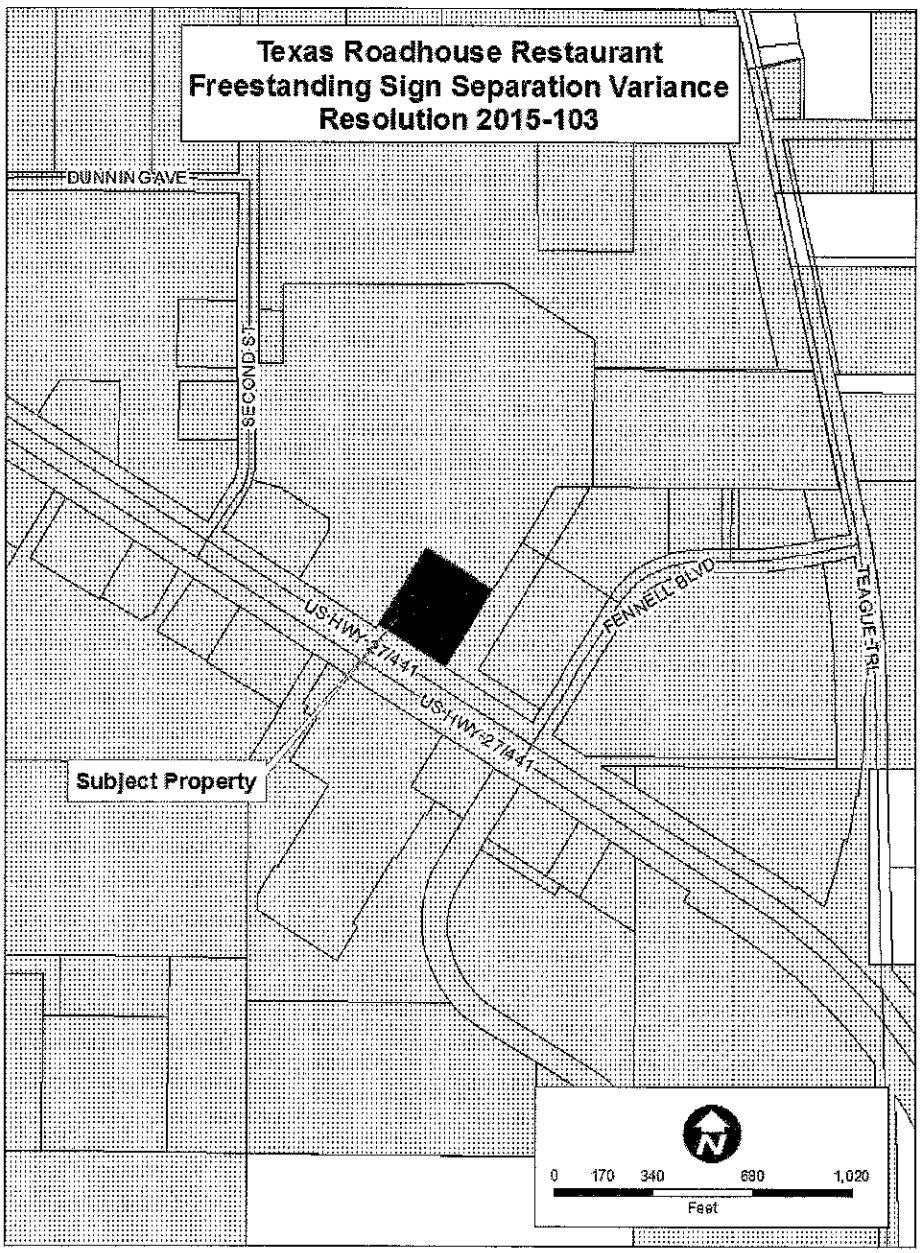
_____
Benchmark Lady Lake 25 Associates, LLC
Property Owner/Representative

Exhibit A – Legal Description

Parcel ID 08-18-24-0150-027-00200

Subject parcel located in Section 08, Township 18 South, Range 24 East described as:

LADY LAKE, CONANT FROM SE'LY COR OF LOT 1 HOME DEPOT SUB RUN S 58-09-15 E ALONG NE'LY R/W LINE OF US HWY 441 A DIST OF 60 FT TO A POINT ON E'LY R/W LINE OF SECOND ST, CONT S 58-09-15 E ALONG NE'LY R/W LINE 617.68 FT FOR POB, RUN N 31-51-47 E 325 FT, S 58-08-13 E 270 FT, S 31-52-45 W 324.92 FT TO NE'LYR/W LINE OF US HWY 441, N 58-09-15 W ALONG SAID NE'LY R/W LINE 269.90 FT TO POB ORB 3414 PG 1454



PROPERTY RECORD CARD

General Information

Owner Name:	BENCHMARK LADY LAKE 25 ASSOCIATES LLC	**Alternate Key:**	3861958
Mailing Address:	4053 MAPLE RD AMHERST, NY 14226 *Update Mailing Address*	**Parcel Number:**	08-18-24-015002700200
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	19.04670
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	LADY LAKE, CONANT FROM SE'LY COR OF LOT 1 HOME DEPOT SUB RUN| S 58-09-15 E ALONG NE'LY R/W LINE OF US HWY 441 A DIST OF 60| FT TO A POINT ON E'LY R/W LINE OF SECOND ST, CONT S 58-09-15| E ALONG NE'LY R/W LINE 617.68 FT FOR POB, RUN N 31-51-47 E | 325 FT, S 58-08-13 E 270 FT, S 31-52-45 W 324.92 FT TO NE'LY| R/W LINE OF US HWY 441, N 58-09-15 W ALONG SAID NE'LY R/W | LINE 269.90 FT TO POB | ORB 3414 PG 1454 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		87750	SF	$0.00	$877,500.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
3414 / 1454	4/13/2007	WD	M	V	$400,100.00

Values and Estimated Taxes

Tax Authority	Just Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC	$877,500	$877,500	$877,500	5.38560	$4,725.86
LAKE COUNTY MSTU AMBULANCE	$877,500	$877,500	$877,500	0.46290	$406.19
LAKE COUNTY MSTU FIRE	$877,500	$877,500	$877,500	0.47040	$412.78
SCHOOL BOARD STATE	$877,500	$877,500	$877,500	5.74600	$5,042.12

SCHOOL BOARD LOCAL	$877,500	$877,500	$877,500	1.50000	$1,316.25
TOWN OF LADY LAKE	$877,500	$877,500	$877,500	3.75000	$3,290.63
ST JOHNS RIVER FL WATER MGMT DIST	$877,500	$877,500	$877,500	0.31640	$277.64
LAKE COUNTY VOTED DEBT SERVICE	$877,500	$877,500	$877,500	0.16000	$140.40
LAKE COUNTY WATER AUTHORITY	$877,500	$877,500	$877,500	0.25540	$224.11
NORTH LAKE HOSPITAL DIST	$877,500	$877,500	$877,500	1.00000	$877.50
				Total: 19.0467	**Total:** $16,713.48

The values displayed above may NOT reflect certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The estimated tax totals are based on prior year adopted millage rates until each taxing authority certifies proposed rates (annually in mid-August) and adopts final millage rates (late September) of each year. Estimated tax totals do not reflect non-ad valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the Tax Collector for actual taxation amounts.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on 8 March 2015.

Texas Roadhouse – Sam's Outparcel

LEGAL DESCRIPTION

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF LOT 1, HOME DEPOT SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 22, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 58° 09' 15" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441, ALSO BEING STATE ROAD NO. 25 AND 500 PER RIGHT-OF-WAY MAP LABELED SECTION 11040 AND DATED 5-01-03, A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SECOND STREET; THENCE CONTINUE SOUTH 58° 09' 15" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441, A DISTANCE OF 617.68 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE RUN NORTH 31° 51' 47" EAST, A DISTANCE OF 325.00 FEET; THENCE RUN SOUTH 58° 08' 13" EAST, A DISTANCE OF 270.00 FEET; SOUTH 31° 52' 45" WEST A DISTANCE OF 324.92 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441; THENCE RUN NORTH 58° 09' 15" WEST, A DISTANCE OF 269.90 FEET ALONG NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27/441 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.01 ACRES, 87,724 SQUARE FEET, MORE OR LESS.

Justification Statement – Texas Roadhouse

Sign Separation Variance

We are requesting a variance for placing the monument sign for our tenant, Texas Roadhouse 64 feet from the existing Sam's Club sign.

1. No diminution in value of surrounding properties would be suffered. As shown on plans, we are placing the monument sign at the corner of the entrance to the drive leading to the outparcel. The granting of this variance at 64 feet instead of 100 feet will fit the plans best for the public to locate the restaurant and will in no way jeopardize the value of the Sam's Club property.

2. Granting the permit would be benefit to the public interest, as shown on the plans and as stated, locating the monument where we propose is the best location for the sign to direct the public to the restaurant's location. Placing the sign where proposed gives the driver good direction with time to make the turn into the property safely.

3. Denial of the permit would result in unnecessary hardship to the owner seeking it. Yes, denial will result in a hardship for the owner's tenant in its attempt to properly advertise their restaurant and allow for the passing traffic to properly see that the restaurant is there and operating.

4. The use must not be contrary to the spirit of Code. This variance will not create a clutter of signage. The amount of signage out there with the passing of this variance will be minimal in relation to the retail space in place. We are placing it at the location which best suites the design of the frontage without causing clutter or blockage of any viewing corridors.

5. Financial disadvantages and/or conveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance. If the request is denied, the owner would most likely not go ahead with a monument sign. It would be in the best interest of the public to approve the request because it is the best position for such a sign to allow cars passing by to notice, slow down and safely turn into the access drive to visit the restaurant.

6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission. Not applicable, the applicant as an entity does not suffer from any physical disabilities.

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared MARTIN J. DELLEBOVI who being by me first duly sworn on oath, deposes and says:

(1) That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

(2) That he desires approval for:

Variance - Freestanding Sign Separation

(3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 17th day of March, 2015 by Martin Dellebovi who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

Notary Public State of Florida
Wendy Then
My Commission FF 177989
Expires 12/20/2018

OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Martin J. DelleBoni who being by me first duly sworn on oath, deposes and says:

(1) That he/she is the fee-simple owner of the property legally described on page one of this application.

(2) That he/she desires approval for:

Variance – Freestanding Sign Separation

(3) That he/she has appointed Self to act as agent in his/her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his/her stead.

Martin J. DelleBoni
Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 17th day of March, 2015 by Martin DelleBoni, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Wendy Then
Notary Public

Notary Public State of Florida
Wendy Then
My Commission FF 177989
Expires 12/20/2018

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

Notary Public State of Florida
Wendy Then
My Commission FF 177989
Expires 12/20/2018

9. Do special conditions and circumstances exist which are peculiar to your land or structure and which are not applicable to other lands or structures in the same district? Explain such conditions or circumstances:

The design of the access road to serve the properties to minimize curb cuts directly into parcels creates the need for the signs to be on the corner.

10. Would literal interpretation of the provisions of the Code deprive you of rights commonly enjoyed by other property owners in the same district? Explain such rights:

Yes because other property owners may install signs at their entrance.

11. A variance, as requested, will not permit, establish or enlarge any use or structure which is not permitted in the district. Does your request meet this criterion?

Yes

12. Have any land use applications been filed within the last year in connection with this property? ____Yes _X_No. If yes, briefly describe the nature of the request and the date it was done:

_____

This application must be accompanied by proof of ownership and authorization from the owner if represented by an agent or contract purchaser. It must also include a drawing showing the exact locations and dimensions of all existing and proposed buildings and additions, required setbacks, existing easements and clearly delineate the specific variance requested.

I certify that the statements in this application are true to the best of my knowledge.

Mark J. DeLaBar

Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FORTY-TWO (42) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATION, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT.

Office Use:

Date Application Received: 03-17-15 Received by: W Thon

Fees Paid: $850.00

TOWN OF LADY LAKE
VARIANCE APPLICATION

RECEIVED
MAR 17 2015
GROWTH MANAGEMENT DEPT.
TOWN LADY LAKE

Alt. Key Number 3861958

1. Owner's name: Benchmark Lady Lake 25 Associates LLC

   Mailing Address: 4053 Maple Road #200, Amherst, NY 14226

   Email Address: mdellebovi@benchmarkgrp.com

   Telephone #: 716.833.4986

2. Applicant's Name: Benchmark Lady Lake 25 Associates LLC

   Mailing Address: 4053 Maple Road #200, Amherst, NY 14226

   Email Address: mdellebovi@benchmarkgrp.com

   Telephone #: 716.833.4986

3. Applicant is: Owner: _X_ Agent __ Purchaser __ Lessee __ Optionee __

4. Property Address/Location: 745 N. Hwy 27/441

5. Legal Description: see attached

6. The variance requested is as follows:

   To install a monument sign for the parcel at a location of 64 feet distance from another sign

7. The variance is necessary for the following reasons:

   The monument sign we wish to install is less than the permitted 100 feet from another sign

8. Is your situation due to unique circumstances not created by you or your predecessor in title? Explain such circumstances:

   Yes. Based on the configuration of the site fronting on Hwy 441/27, this is the best location for the sign.

AltKey	OwnerName	OwnerAddre	OwnerCity	OwnerState	OwnerZip
3732413	TOWN OF LADY LAKE	409 FENNELL BLVD	LADY LAKE	FL	32159
3800520	TOWN OF LADY LAKE	409 FENNELL BLVD	LADY LAKE	FL	32159
3861958	BENCHMARK LADY LAKE 25 ASSOCIATES LLC	4053 MAPLE RD	AMHERST	NY	14226
3702859	SAM'S EAST INC PROPERTY	PO BOX 8050	BENTONVILLE	AR	72716

Texas Roadhouse Sign Separation Variance-MSJP 11/14-001

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159 USA

352-751-1500 FAX 352-751-1510 www.ladylake.org

March 30, 2015

RE: Variance Resolution 2015-103

Dear Property Owner:

This is to notify you that Applicant, Martin J. DelleBovi with Benchmark Lady Lake 25 Associates, LLC, has filed an application in regards to erecting a new freestanding sign to be located at 745 North Hwy 27/441, at the outparcel between Sam's Club and Town of Lady Lake Municipal Complex.

Resolution 2015-103

The variance application is in accordance with the provisions of Chapter 17, Section 17-3).e).1).A). of the Town of Lady Lake Land Development Regulations which requires that no freestanding sign shall be erected closer than one hundred (100) feet from any other freestanding sign. The variance request is to allow a freestanding sign to be erected sixty-four (64) feet from the closest freestanding sign on the property owned by Benchmark Lady Lake 25 Associates, LLC, for the Texas Roadhouse Restaurant proposed at 745 North Highway 27/441 (AK #3861958), within the Town of Lady Lake, Florida. The closest freestanding sign is the Sam's Club monument located at 755 North Highway 27/441, Lady Lake, FL 32159.

Public hearing dates on the petition have been scheduled as follows:

PLANNING AND ZONING BOARD- Monday, April 13, 2015 at 5:30 p.m.
TOWN COMMISSION MEETING- Monday, April 20, 2015 at 6:00 p.m.

You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1521 or via email at tcarroll@ladylake.org.

Respectfully Submitted,

Wendy Then
Town Planner

and will not obstruct driver view when exiting any driveway.

FIRE

Questions may be directed to Kerry Barnett k-l5122@peoplepc.com or Capt. Dan Hickey at

1. There are no comments at this time pertaining to any issues concerning Fire for this application.

BUILDING

Questions may be directed to Dallas Foss, Building Official at dfoss@usanova.com

1. No comments as of 04/07/2015. Visibility Triangle issues will be reviewed during the sign building permit phase.

PUBLIC WORKS

Questions may be directed to Butch Goodman, Utilities Supervisor at bgoodman@ladylakepw.org

1. There are no comments at this time pertaining to any issues concerning the Public Works Department for this application.

TECHNICAL REVIEW COMMITTEE COMMENTS
COMMENT REVIEW 04/07/2015

Project: Texas Roadhouse Restaurant
Proposal: Resolution 2015-103-Variance Application– 1st & Final Submittal

Description: Applicant, Martin J. DelleBovi, submitted a variance application on behalf of property owner Benchmark Lady Lake 25 Associates, LLC, pursuant to the provisions of Chapter 17, Section 17-3).e).1).A). of the Town of Lady Lake Land Development Regulations which requires that no freestanding sign shall be erected closer than one hundred (100) feet from any other freestanding sign. The variance request is to allow a freestanding sign to be erected sixty-four (64) feet from the closest freestanding sign on the property owned by Benchmark Lady Lake 25 Associates. LLC, located at 745 North Hwy 27/441 (AK #3861958).

Below are staff comments from the Town of Lady Lake regarding your development project. A hard copy via hand delivery and an electronic copy via e-mail are provided to the applicant. Comments are organized by department and must be sufficiently addressed before the proposal may proceed. If a re-submittal is warranted, the applicant shall provide written responses to each individual staff comment contained within this transmittal. **Re-submittals will not be accepted without bulleted written responses.**

Following submittal of any required revisions and responses, correspondence will be forwarded indicating the proposal's status, either: (1) requiring additional revision or documentations; or (2) ready for approval. Site plans are subject to public hearing, as well as plats, annexation requests, zoning requests, and comprehensive plan requests. When applicable, you will receive written notification that the item is scheduled for review by the Planning and Zoning Board or Town Commission. For additional information, contact Thad Carroll at (352) 751-1521.

GROWTH MANAGEMENT

Questions may be directed to Wendy Then, at wthen@ladylake.org

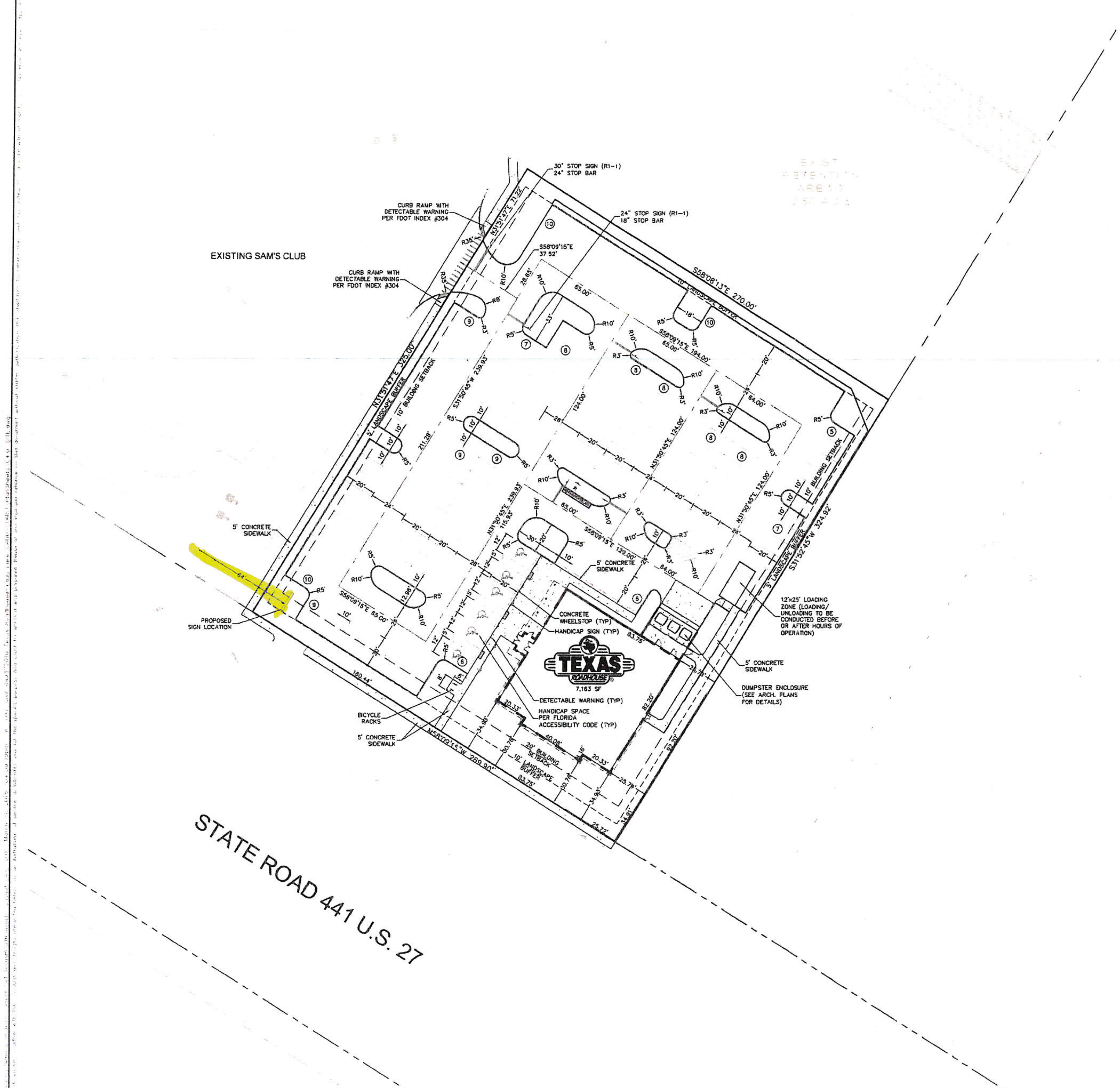
1. Application is deemed complete. No further comments at this time.

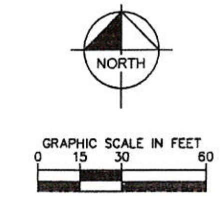
POLICE

Questions may be directed to Chief Chris McKinstry at cmckinstry@ladylake.org

1. As long as there are no traffic/view issues, PD has no comments.

Response: **Applicant should ensure compliance with any applicable traffic engineering regulations**





SITE DATA:

PROJECT AREA:	2.01 ACRES (87,555.60 SF)
EXISTING USE:	VACANT
PROPOSED USE:	RESTAURANT
ZONING:	HC
FLOOD ZONE:	ZONE X
BUILDING AREA:	7,163 SF
TYPE OF CONSTRUCTION:	VB
OCCUPANCY TYPE:	A2
BUILDING HEIGHT:	25'-11"
NUMBER OF STORIES:	1 STORY
MAX. ALLOWABLE IMPERVIOUS AREA:	80% (1.608 AC) (70,044.48 SF)
NUMBER OF SEATS:	267
NUMBER OF EMPLOYEES:	20
PROPOSED IMPERVIOUS AREA:	
BUILDING:	0.16 AC (7,163 SF)
CONCRETE (SIDEWALKS, ETC.):	0.05 AC (2,274 SF)
ASHALT DRIVE AND PARKING AREA.	1.28 AC (55,655 SF)
TOTAL IMPERVIOUS AREA:	1.49 AC (65,092 SF)
PROPOSED PERVIOUS (OPEN) AREA:	
10% INTERNAL PERVIOUS AREA REQUIRED:	0.20 AC (8,756 SF)
PROVIDED:	0.48 AC (20,933 SF) (23%)

BUILDING SETBACKS:	REQUIRED	PROVIDED
FRONT(S.R. 441)	20'	30.76'
REAR	10'	208'
SIDES	10'	26'

PARKING REQUIRED:	
1 SPACE PER 2 SEATS: (281 SEATS / 2) =	141 SPACES
1 SPACE PER 2 EMPLOYEES: (20 EMPLOYEES / 2) =	10 SPACES
TOTAL PARKING SPACES:	151 SPACES
PARKING PROVIDED:	
HANDICAP SPACES	5 SPACES
REGULAR SPACES	133 SPACES
TOTAL SPACES	138 SPACES
BICYCLE PARKING REQUIRED:	
0.03 SPACES PER REQUIRED VECHICULAR PARKING (137/0.03) =	4 SPACES
BICYCLE PARKING PROVIDED:	
BICYCLE PARKING	4 SPACES
LOADING ZONE:	
REQUIRED (12'x25'):	2 LOADING ZONES
LOADING WILL BE PERFORMED DURNING OFF HOURS	

NOTE:

THIS SITE IS LOCATED WITHIN A GOPHER TORTOISE RELOCATION AREA PER FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION TORTOISE RELOCATION PERMIT #WR081010a.

No.	REVISIONS	DATE	BY
1	REVISED PER LADY LAKE COMMENTS	03/11/15	RWS

Kimley»Horn

© 2015 KIMLEY-HORN AND ASSOCIATES, INC
3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

FLORIDA LICENSE NUMBER 54247

MAR 11 2015

KHA PROJECT 049372010
DATE 01/05/2015
SCALE AS SHOWN
DESIGNED BY RWS
DRAWN BY RWS
CHECKED BY JRJ

SITE PLAN

TEXAS ROADHOUSE
TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C4.0

STO
ONLY

Sam's
CLUB

PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: April 13, 2015

SUBJECT: **Resolution 2015-103 – Texas Roadhouse Restaurant– Pursuant to Chapter 17, Section 17-3).e).1).A)., variance request to allow a freestanding sign to be erected sixty-four (64) feet from the closest freestanding sign on property located at 745 North Hwy 27/441 (AK #3861958).**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

1. **Motion to forward Resolution 2015-103 to the Town Commission with the Recommendation of Approval.**

2. **Motion to forward Resolution 2015-103 to the Town Commission with the Recommendation of Denial.**

   Staff is in support of Motion Number 1.

SUMMARY

Applicant, Martin J. DelleBovi, submitted a variance application on behalf of property owner Benchmark Lady Lake 25 Associates, LLC, pursuant to the provisions of Chapter 17, Section 17-3).e).1).A). of the Town of Lady Lake Land Development Regulations which requires that no freestanding sign shall be erected closer than one hundred (100) feet from any other freestanding sign. The variance request is to allow a freestanding sign to be erected sixty-four (64) feet from the closest freestanding sign on the property owned by Benchmark Lady Lake 25 Associates. LLC, located at 745 North Hwy 27/441 (AK #3861958). The proposed monument sign is designed to be approximately 8' high with a minimum setback 5 feet setback along North Highway 27/441, which meets sign code requirements.

As required of the application, a Justification Statement has been submitted. The site is will be home to the Texas Roadhouse, a development proposing the construction of a 7,163-Square-foot High Turnover (Sit-Down) Restaurant proposing 281 seats. In that the restaurant is proposed to be constructed on an outparcel, the applicant has indicated that the proposed monument location is the best location for the sign to direct the public to restaurant's entrance. The applicant has stated that adding the monument sign has been part of the improvement plans for the site to make it fully operational and attractive

as well as provide the driver good direction with time to make the turn into the property safely. The applicant feels that a sixty-four (64) feet separation still accomplishes the spirit of the Code to the best extent practicable given the restaurant land use. Lastly, the applicant pointed out that the amount of signage out there is minimal in proportion to the retail space in place. In selecting the location of the sign, the applicant considered what best suites the design of the frontage with

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 08 Township 18 Range 24, Lady Lake Florida. The Future Land Use Map designation for the site is Commercial General-Retail Sales & Services (RET) and is zoned Heavy Commercial (HC). The application is complete and ready to be transmitted to the Planning & Zoning Board for their recommendation.

Comments:

- Notices to inform the surrounding property owners (2) within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, March 30, 2015. The property was posted on Wednesday, April 1, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2015-103 and provided comments on 04/07/2015 that determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

Public Hearings:

The Town Commission final reading has been tentatively scheduled for Resolution 2015-103 at the regular meeting on Monday, April 20, 2015.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance(s) [X] Resolution [ ] Budget Resolution

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

4-7-15 DEPARTMENT HEAD Submitted 4/7/15 Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER Approved Agenda Item for: 4/13/15 Date 4/7/15

BOARD ACTION: [✓] Approved as Recommended [ ] Disapproved
4-0 - Monteleone/McKenzie

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

cc: T. Carroll

K-16

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 20, 2015

SUBJECT: **Resolution No. 2015-104 – Ulta Beauty – A Variance from the Provisions of Chapter 17, Section 4.B.2.E., of the Town of Lady Lake Land Development Regulations to Allow a Secondary Wall Sign to be Placed on the Elevation Facing Fennell Blvd. of Retail Tenant Space 2 – Addressed as 460 North Highway 27/441 (Alternate Key 3872777).**

DEPARTMENT: GROWTH MANAGEMENT

STAFF RECOMMENDED MOTION:

Staff recommends approval of Resolution 2015-104-Request to Allow a Secondary Wall Sign to be Placed on the Elevation Facing Fennell Blvd. of Retail Tenant Space 2 – Addressed as 460 North Highway 27/441 (Alternate Key 3872777).

SUMMARY:

On 03/17/2015, Town Staff received a variance application for secondary wall signage to be placed on the elevation facing Fennell Blvd. of Retail Tenant Space 2 located within the Lady Lake Crossing Plaza. Applicant, Martin J. DelleBovi with SRK Lady Lake 43 Associates, has filed the variance application for Ulta Beauty to be located at the Lady Lake Crossing Plaza for property addressed as 460 North Highway 27/441. The variance request has been made pursuant to the provisions of Chapter 17, Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations which only allows wall signs to be placed on the main façade of the business.

As required of this application, a Justification Statement has been submitted. The applicant stated that having the channel letter signs on the on this elevation will assist the public and other retail stores by identifying its location from the south to the north. Additionally, the applicant indicated that drivers coming south to north on Fennell Blvd. would be better directed to the store and the center. Lastly, the applicant feels that since Ulta Beauty is a middle tenant, potential customers may pass by not finding the location and they could lose business.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.

4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 08 Township 18 Range 24, Lady Lake Florida. The property is zoned "CP" Planned Commercial, which permits the development in existence. The Future Land Use Map designation for the site is RET (Commercial General-Retail Sales and Services). The requested use is consistent with the adopted Memorandum of Agreement Ordinance 2006-04 for the Lady Lake Crossing Plaza and the directives of the Comprehensive Plan and adopted Land Development Regulations.

Comments:

- Notices to inform the surrounding property owners (3) within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, May 30, 2015. The property was posted on Wednesday, April 1, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2015-104 and provided comments on 04/07/2015 that determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

The **Planning and Zoning Board** heard the application for Resolution 2015-104 at their regular meeting on Monday, April 13, 2015, and recommended approval with a 4-0 vote.

FISCAL IMPACT: $ 0

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: **[ ] Ordinance(s)** **[X] Resolution** **[ ] Budget Resolution**

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

4-14-15

DEPARTMENT HEAD		**Submitted** 4/14/15	**Date**
FINANCE DEPARTMENT		**Approved as to Budget Requirements**	**Date**
TOWN ATTORNEY		**Approved as to Form and Legality**	**Date**
TOWN MANAGER		**Approved Agenda Item for:** 4/20/15	**Date** 4/14

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

RESOLUTION NO. 2015-104

A RESOLUTION GRANTING A VARIANCE FROM THE PROVISIONS OF CHAPTER 17, SECTION 4.b.2.E., OF THE TOWN OF LADY LAKE LAND DEVELOPMENT REGULATIONS WHICH ONLY ALLOWS WALL SIGNS TO BE PLACED ON THE MAIN FAÇADE OF THE BUSINESS. THE VARIANCE REQUEST IS TO ALLOW A SECONDARY WALL SIGN TO BE PLACED ON THE ELEVATION FACING FENNELL BLVD OF RETAIL TENANT SPACE 2 LOCATED WITHIN LADY LAKE CROSSING PLAZA (ALTERNATE KEY #3872777), WHICH DOES NOT HAVE A PUBLIC ENTRANCE, ADDRESSED AS 460 NORTH HIGHWAY 27/441, OWNED BY SRK LADY LAKE 43 ASSOCIATES, LLC, WITHIN THE TOWN LIMITS OF THE TOWN OF LADY LAKE, FLORIDA.

WHEREAS, SRK Lady Lake 43 Associates, LLC., is the owner of certain real property located in the Town of Lady Lake, Florida, more particularly described in Exhibit "A"; and

WHEREAS, the Property Owner petitioned for a variance from the provisions of Chapter 17, Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations which only allows wall signs to be placed on the main façade of the business. The variance request is to allow a secondary wall sign to be placed on the elevation facing Fennell Blvd. of Retail Tenant Space 2 located within the Lady Lake Crossing Plaza (Alternate Key #3872777), which does not have a public entrance, addressed as 460 North Highway 27/441, owned by SRK Lady Lake 43 Associates, LLC, within the town limits of the Town of Lady Lake, Florida; and

WHEREAS, the Town Commission of the Town of Lady Lake held a public hearing to consider the variance request and having heard evidence and testimony on said request, found it to be consistent with the Lady Lake Comprehensive Plan and requirements for variances set forth in the Land Development Regulations of the Town of Lady Lake.

NOW, THEREFORE, BE IT RESOLVED that the Town Commission of the Town of Lady Lake, Florida, hereby grants a variance from the provisions of Chapter 17, Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations which only allows wall signs to be placed on the main façade of the business, and to allow a secondary wall sign to be placed on the elevation facing Fennell Blvd. of Retail Tenant Space 2 located within the Lady Lake Crossing Plaza (Alternate Key #3872777), which does not have a public entrance, addressed as 460 North Highway 27/441, owned by SRK Lady Lake 43 Associates, LLC, within the town limits of the Town of Lady Lake, Florida.

This Resolution shall take effect immediately upon its final adoption by the Town Commission.

RESOLVED this _____ day of _____, 2015, in Lady Lake, Florida, by the Lady Lake Town Commission.

TOWN OF LADY LAKE, FLORIDA

_____
Ruth Kussard, Mayor

ATTEST:

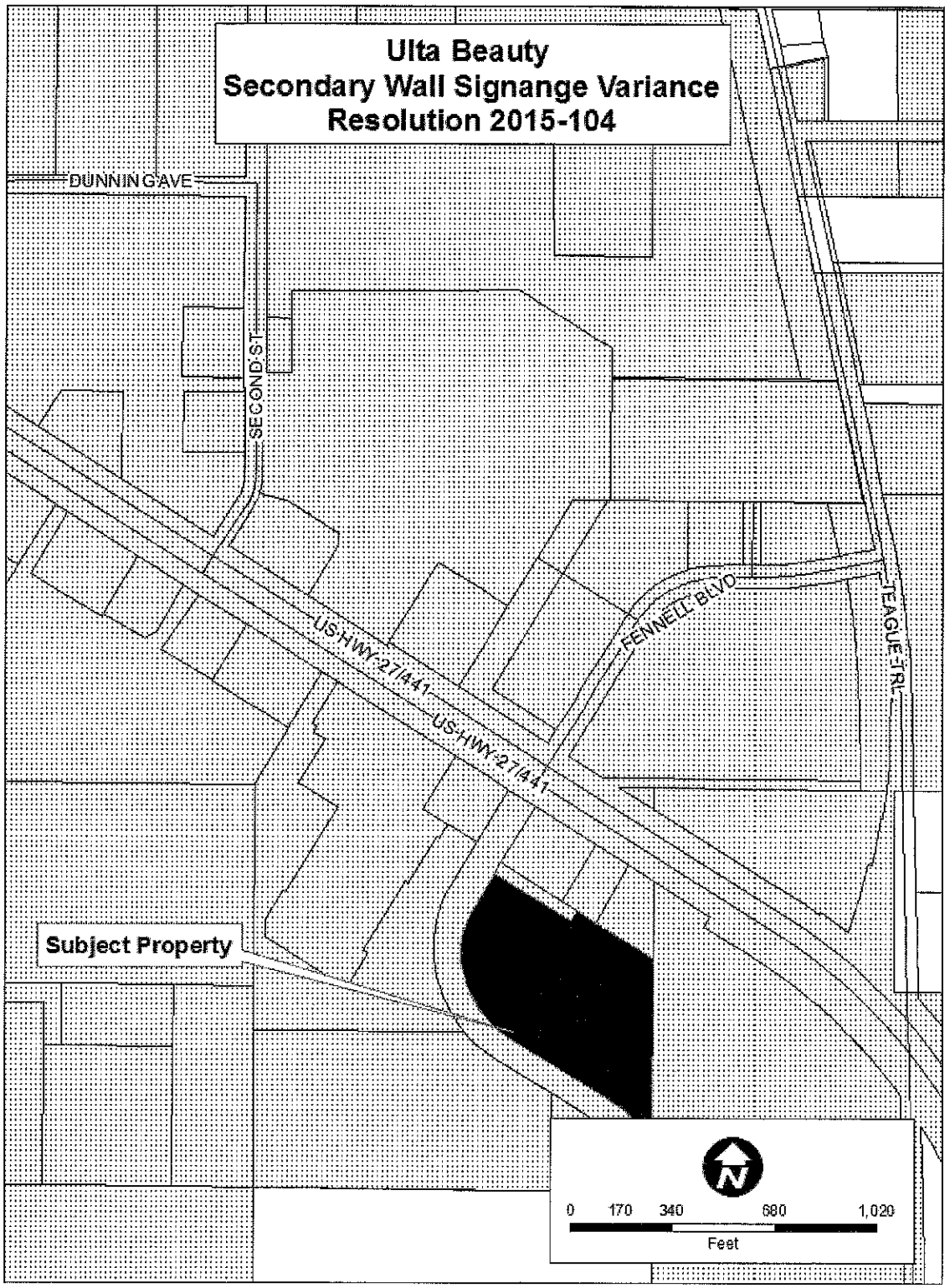
_____
Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

EXHIBIT "A" - Legal Description and Map

LADY LAKE, LADY LAKE CROSSING SUB LOT 6 BEING IN 17-18-24 PB63 PG 57-58 |



Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159 USA

352-751-1500 FAX 352-751-1510 www.ladylake.org

March 30, 2015

RE: Variance Resolution 2015-104

Dear Property Owner:

This is to notify you that Applicant, Martin J. DelleBovi with SRK Lady Lake 43 Associates, LLC, has filed a variance application for Ulta Beauty located within the Lady Lake Crossing Plaza, addressed as 460 North Highway 27/441, owned by SRK Lady Lake 43 Associates, LLC. within the town limits of the Town of Lady Lake, Florida. The requested variance from the Land Development Regulations is as follows:

Resolution 2015-104

Variance application in accordance with the provisions of Chapter 17, Section 4.b.2.E., which only allows wall signs to be placed on the main façade of the business. The applicant proposes the installation of an additional secondary wall signage to be placed on the elevation facing Fennell Blvd. of retail tenant space 2 (Alternate Key 3872777) where there is not a public entrance.

Public hearing dates on the petitions are scheduled for the following dates:

PLANNING AND ZONING BOARD- Monday, April 13, 2015 at 5:30 p.m.
COMMISSION MEETING- Monday, April 20, 2015 at 6:00 p.m.

You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1521 or via email at tcarroll@ladylake.org.

Sincerely,

Wendy Then
Town Planner

AltKey	OwnerName	OwnerAddre	OwnerCity	OwnerState	OwnerZip
3872772					
3872774					
3872775					
3877865					
3878663	SRK LADY LAKE 43 ASSOCIATES LLC	4053 MAPLE RD	AMHERST	NY	14226
3878665					
3872777					
3878666					
1279364	KIMMONS KARL N	PO BOX 13	LADY LAKE	FL	32158
3877864	LADY LAKE TK LLC	C/O PO BOX 52427	ATLANTA	GA	30355
3872778					
3878664	SRK LADY LAKE 21 ASSOCIATES LLC	4053 MAPLE RD	AMHERST	NY	14226
1770556					
1279445	MAYFIELD JAMES H JR TRUSTEE ET AL	7071 NUMBER 2 RD	HOWEY IN THE HILLS	FL	34737

Ulta Beauty- Secondary Wall Signage Variance @ Lady Lake Crossing-Res 2015-104

TOWN OF LADY LAKE
VARIANCE APPLICATION

RECEIVED
MAR 17 2015
GROWTH MANAGEMENT DEPT.
TOWN OF LADY LAKE

Alt. Key Number 3872777

1. Owner's name: SRK Lady Lake 43 Associates LLC

   Mailing Address: 4053 Maple Road #200, Amherst, NY 14226

   Email Address: mdellebovi@benchmarkgrp.com

   Telephone #: 716.833.4986

2. Applicant's name: SRK Lady Lake 43 Associates LLC

   Mailing Address: 4053 Maple Road #200, Amherst, NY 14226

   Email Address: mdellebovi@benchmarkgrp.com

   Telephone #: 716.833.4986

3. Applicant is: Owner: _X_ Agent __ Purchaser __ Lessee __ Optionee __

4. Property Address/Location: 460 N. Hwy 441/27 (d/b/a Ulta)

5. Legal Description: see attached

6. The variance requested is as follows:

   For a secondary wall sign on the rear elevation of the building

7. The variance is necessary for the following reasons:

   This elevation does not have a public entrance

8. Is your situation due to unique circumstances not created by you or your predecessor in title? Explain such circumstances:

   Our center, although facing Hwy 441/27, has significant exposure to Fennell Blvd which currently is a private road but will become a public roadway in the future. This configuration creates the need.

9. Do special conditions and circumstances exist which are peculiar to your land or structure and which are not applicable to other lands or structures in the same district? Explain such conditions or circumstances:

The rear of the property is on a private road that some day may become public.

10. Would literal interpretation of the provisions of the Code deprive you of rights commonly enjoyed by other property owners in the same district? Explain such rights:

Yes because if the variance is not granted, there will not be any identification visible from Fennell Blvd traveling north to Hwy 441/27

11. A variance, as requested, will not permit, establish or enlarge any use or structure which is not permitted in the district. Does your request meet this criterion?

Yes

12. Have any land use applications been filed within the last year in connection with this property? ____Yes __X__No. If yes, briefly describe the nature of the request and the date it was done:

_____

This application must be accompanied by proof of ownership and authorization from the owner if represented by an agent or contract purchaser. It must also include a drawing showing the exact locations and dimensions of all existing and proposed buildings and additions, required setbacks, existing easements and clearly delineate the specific variance requested.

I certify that the statements in this application are true to the best of my knowledge.

Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FORTY-TWO (42) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATION, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT.

Office Use:

Date Application Received: 03-17-15 Received by: Wthen

$850.00

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared MARTIN J. DELLEBARI who being by me first duly sworn on oath, deposes and says:

(1) That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

(2) That he desires approval for:

Variance Secondary Wall Signage

(3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 17th day of March, 2015, by Martin J. DelleBari, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

Notary Public State of Florida
Wendy Then
My Commission FF 177989
Expires 12/20/2018

OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority, personally appeared MARTIN J. DELLEBOVI who being by me first duly sworn on oath, deposes and says:

(1) That he/she is the fee-simple owner of the property legally described on page one of this application.

(2) That he/she desires approval for:

Variance - Secondary wall Signage

(3) That he/she has appointed _____ to act as agent in his/her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his/her stead.

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 11th day of March, 2015, by Martin J. Dellebovi, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

Notary Public State of Florida
Wendy Then
My Commission FF 177989
Expires 12/20/2018

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

Justification Statement – Ulta

Secondary Wall Sign

1. No, surrounding properties would not suffer any diminution of value. Having the channel letter sign of this elevation will assist the public and assist other retail stores by identifying its location from the south to the north

2. Yes, granting the permit would be a benefit to the public interest. Drivers coming south to north on Fennell Blvd would be better directed to the store and the center.

3. Yes, a denial of the permit would result in unnecessary hardship to the tenant and the public. Many people may pass by not knowing the location is there and they could loose business.

4. The use of this property improvement is not contrary to the spirit of this Code. The sign is not contrary to the spirit of this Code. It helps guide the public.

5. If the request is denied, then the tenant will still operate but will do so without the benefit of clearly identifying their location along Fennell Blvd.

6. Not applicable. The tenant and the developer do not suffer from any physical disabilities.

PROPERTY RECORD CARD

General Information

Owner Name:	SRK LADY LAKE 43 ASSOCIATES LLC	**Alternate Key:**	3872777
Mailing Address:	4053 MAPLE RD AMHERST, NY 14226 *Update Mailing Address*	**Parcel Number:**	08-18-24-100000000600
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	19.04670
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	LADY LAKE, LADY LAKE CROSSING SUB LOT 6 BEING IN 17-18-24 PB| 63 PG 57-58 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		322120.95	SF	$0.00	$1,127,423.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

There is no sales history information to display.

Values and Estimated Taxes

Tax Authority	Just Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC	$1,127,423	$1,127,423	$1,127,423	5.38560	$6,071.85
LAKE COUNTY MSTU AMBULANCE	$1,127,423	$1,127,423	$1,127,423	0.46290	$521.88
LAKE COUNTY MSTU FIRE	$1,127,423	$1,127,423	$1,127,423	0.47040	$530.34
SCHOOL BOARD STATE	$1,127,423	$1,127,423	$1,127,423	5.74600	$6,478.17
SCHOOL BOARD LOCAL	$1,127,423	$1,127,423	$1,127,423	1.50000	$1,691.13
TOWN OF LADY LAKE	$1,127,423	$1,127,423	$1,127,423	3.75000	$4,227.84
ST JOHNS RIVER FL WATER MGMT DIST	$1,127,423	$1,127,423	$1,127,423	0.31640	$356.72
LAKE COUNTY VOTED DEBT SERVICE	$1,127,423	$1,127,423	$1,127,423	0.16000	$180.39
LAKE COUNTY WATER AUTHORITY	$1,127,423	$1,127,423	$1,127,423	0.25540	$287.94
NORTH LAKE HOSPITAL DIST	$1,127,423	$1,127,423	$1,127,423	1.00000	$1,127.42

Ulta

Legal Description of Land

DESCRIPTION: PARCEL "C" (BY SURVEYOR)

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE S00°35'59"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 301.85 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 500/US. 27-441; THENCE CONTINUE S00°35'59"E, ALONG SAID EAST LINE, 302.56 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S00°35'59"E, ALONG SAID EAST LINE, 561.37 FEET; THENCE S88°05'18"W, DEPARTING SAID EAST LINE, 37.49 FEET TO EASTERLY LINE OF THE PROPOSED FENNELL BOULEVARD EXPENSION AND A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 72.00 FEET AND A CHORD BEARING OF N20°05'23"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, THROUGH A CENTRAL ANGLE OF 38°21'24", A DISTANCE OF 48.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 444.00 FEET AND A CHORD BEARING OF N49°06'25"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, THROUGH A CENTRAL ANGLE OF 19°40'40", A DISTANCE OF 152.49 FEET TO THE POINT OF TANGENCY; THENCE N59°56'45"W, ALONG SAID EASTERLY LINE, 352.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 356.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, THROUGH A CENTRAL ANGLE OF 47°22'44", A DISTANCE OF 294.38 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 250.00 FEET AND A CHORD BEARING OF N00°44'37"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, THROUGH A CENTRAL ANGLE OF 42°37'18", A DISTANCE OF 185.92 FEET TO THE POINT OF TANGENCY; THENCE N21°03'16"E, ALONG SAID EASTERLY LINE, 149.26 FEET; THENCE S68°56'45"E, DEPARTING SAID EASTERLY LINE, 819.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.109 ACRES, MORE OR LESS.

BOUNDARY SURVEY

ALTA/ACSM LAND TITLE SURVEY

SECTION 17, TOWNSHIP 18 SOUTH, RANGE 24 EAST
TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA

SURVEYOR & MAPPER IN RESPONSIBLE CHARGE #LS 5502
MICHAEL D. CUMMINS, JR.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TECHNICAL REVIEW COMMITTEE COMMENTS
FINAL COMMENTS 04/07/2015

Project: Ulta Beauty @ Lady Lake Crossing
Proposal: Secondary Wall Sign Variance- Resolution 2015-104.

Description:

On 03/17/2015, Town Staff received a variance application for secondary wall signage to be placed on the elevation facing Fennell Blvd. of Retail Tenant Space 2 located within the Lady Lake Crossing Plaza. Applicant, Martin J. DelleBovi with SRK Lady Lake 43 Associates, has filed the variance application for Ulta Beauty to be located at the Lady Lake Crossing Plaza for property addressed as 460 North Highway 27/441. The variance request has been made pursuant to the provisions of Chapter 17, Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations which only allows wall signs to be placed on the main façade of the business.

The subject property lies in Section 08 Township 18 Range 24, Lady Lake Florida. The property is zoned "CP" Planned Commercial, which permits the development in existence. The Future Land Use Map designation for the site is RET (Commercial General-Retail Sales and Services). The requested use is consistent with the adopted Memorandum of Agreement Ordinance 2006-04 for the Lady Lake Crossing Plaza and the directives of the Comprehensive Plan and adopted Land Development Regulations.

The property is zoned "RP" Residential Professional, which permits the development in existence. The Future Land Use Map designation for the site is PS (Professional Services). The requested use is consistent with the directives of the Comprehensive Plan and adopted Land Development Regulations.

GENERAL INFORMATION

Sign Design proposal has been provided by Berry's Signs.

Below are staff comments from the Town of Lady Lake regarding your development project. A hard copy via hand delivery and an electronic copy via e-mail are provided to the applicant. Comments are organized by department and must be sufficiently addressed before the proposal may proceed. If a re-submittal is warranted, the applicant shall provide written responses to each individual staff comment contained within this transmittal. **Re-submittals will not be accepted without bulleted written responses.**

Following submittal of any required revisions and responses, correspondence will be forwarded indicating the proposal's status, either: (1) requiring additional revision or documentations; or (2) ready for approval. Site plans are subject to public hearing, as well as plats, annexation requests, zoning requests, and comprehensive plan requests. When applicable, you will receive written notification that the item is scheduled for review by the Planning and Zoning Board or Town Commission. For additional information, contact Thad Carroll at (352) 751-1521.

GROWTH MANAGEMENT

Questions may be directed to Wendy Then, at wthen@ladylake.org

1. No comments outstanding as per GM Review completed 04-06-2015.

POLICE

Questions may be directed to Chief Chris McKinstry at cmckinstry@ladylake.org

1. No comments at this time from the Police Dept. regarding this project as per email dated 4/1/2015.

BUILDING

Questions may be directed to Dallas Foss, Building Official at dfoss@usanova.com.

1. No comments at this time as per communication dated 04-07-2015. If approved, sign engineering will be reviewed at the Sign permitting phase.

PUBLIC WORKS

Questions may be directed to Butch Goodman, Utilities Supervisor at bgoodman@ladylakepw.org

1. No comments at this time from the Lady Lake Public Works Dept. since no utilities will be affected at this time with the sign proposal.

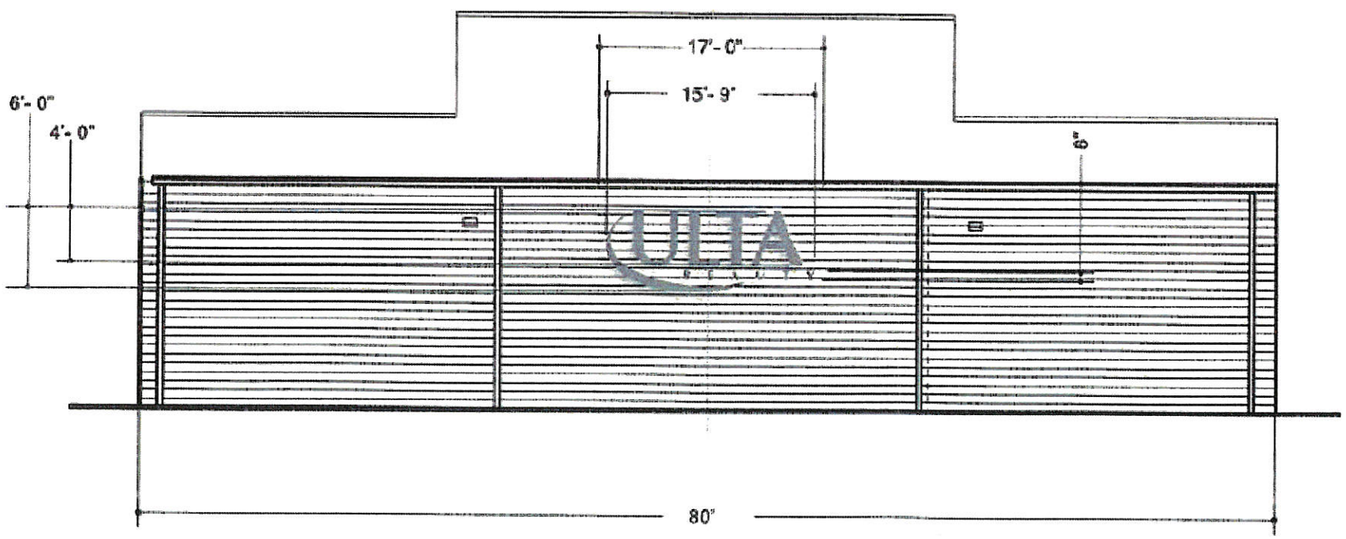
ULTA

Site Identification

INDIVIDUAL ILLUMINATED LETTERS Area = 94.5 Sq. Ft.

Reference Drawing **B54455C** for construction & color specifications.

NOTE:
VARIANCE REQUIRED, STORE MUST HAVE A CUSTOMER ENTRANCE TO HAVE A REAR SIGN.



PRELIMINARY REAR ELEVATION

Scale: 3/32" = 1'- 0"

Landlord Signature: _____ Printed Name: _____ Company: _____ Date: _____

Kieffer & CO., INC.

© 2015 KIEFFER & CO., INC.

585 Bond Street - Lincolnshire, IL 60069
PHONE: (847) 520-1255 FAX: (847) 520-1543
www.kieffersigns.com

CUSTOMER: ULTA Store No.
LOCATION: Lady Lake, FL
SALESMAN: LC
DESIGNER: MAK
DATE: 1/5/15

- [x] Artwork
- [x] Design
- [x] Survey

All boxes checked to Enter Order

c UL us LISTED

COMPANION FILES

PRODUCTION PROCESSING

Kieffer Item #
Job #
-001
-002
-003
-004

INITIALS: DATE:

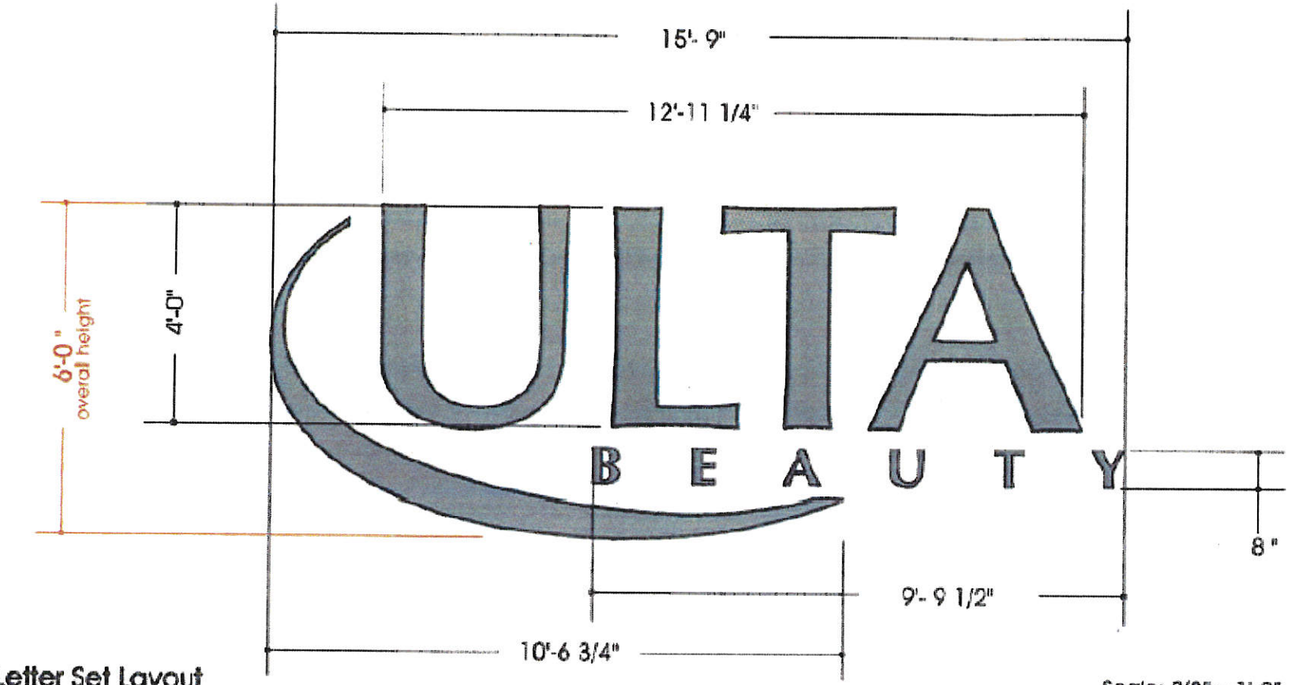
REVISION: A B C D E F G H I J

B67976A

ULTA BEAUTY

Individual Illuminated Letters

Option 2B-72 LED - Extended BEAUTY Layout

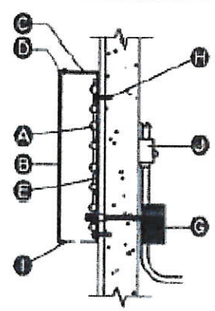


Letter Set Layout

Option 2B-72 LED

Scale: 3/8"= 1'-0"

L. E. D. LETTERS



A ILLUMINATION		WHITE L.E.D.
B FACE	TYPE	AGLIGHT F60-300-SP875
	THICKNESS	3/16"
	COLOR	CLEAR POLYCARBONATE
	VINYL	SEE FACE NOTE
C RETURN	DEPTH	5"
	COLOR	WHITE
	THICKNESS	.040" x 5.3" COIL
D RETAINER	TYPE	SEE RET. NOTE
	SIZE	SEE RET. NOTE
	COLOR	MATCH 3M 3630-61 SLATE GRAY
E BACKS	MATERIAL	WHT PRECOAT ALUM
	GAUGE	.063

F WIREWAY	SIZE	-
	TYPE	-
G POWER SOURCE		AGLIGHT R60-300-60-ENC
H BEAUTY MOUNTING	INTERNAL	1/4" REVOUT
	EXTERNAL	1/4" THREADED ROD
SWOOSH/ULTA MOUNTING	INTERNAL	1/4" REVOUT
	EXTERNAL	1/4" THREADED ROD
I SCREWS	SIZE	#8 X 1/2" PHILLIPS HD.
	COLOR	MATCH RETAINERS
J SWITCH	TYPE	DISCONNECT/TOGGLE

*SPST DISCONNECT SWITCH LOCATE BEHIND WALL BY OTHERS.
*2 WEEP HOLES PER LETTER REQUIRED (1/4" DIA.)
*ALL ELECTRICAL CUTS LOCATED FOR RACEWAY OR REMOTE APPLICATION
*CAULK REQUIRED

FACE NOTE:
LETTER FACES will be CLEAR polycarbonate w/ 3M **#VDC4-3635 -0252 GRAY Dual Color Film** applied to 1st surface. 60% Diffuser Film will be applied to 2nd surface of face (3M3735-60).

RETAINER NOTE:
ULTA Letters/Swoosh use large aluminum retainer painted to match the 3M #3630-61 Slate Gray. BEAUTY letters have 3/4" Dove Gray (P40-0328) trim cap retainer.

Note: All electrical to be out the bottom of the letters & swoosh

SEE B54455C1 FOR LED LAYOUT

Landlord Signature: _____ Printed Name: _____ Company: _____ Date: _____

Kieffer & CO., INC.

THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED FOR USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY KIEFFER & CO., INC. IT CANNOT BE REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION WITHOUT THE WRITTEN PERMISSION OF KIEFFER & CO. INC.

© 2007 KIEFFER & CO., INC.

535 Bond Street - Lincolnshire, IL 60069
PHONE: (847) 520-1255 FAX: (847) 520-1543
www.kieffersigns.com

CUSTOMER: ULTA
LOCATION: VARIOUS
SALESMAN: LC
DESIGNER: LMK
DATE: 2/14/07

☑ Artwork
☑ Design
☑ Survey
All boxes checked to Enter Order

c UL us LISTED

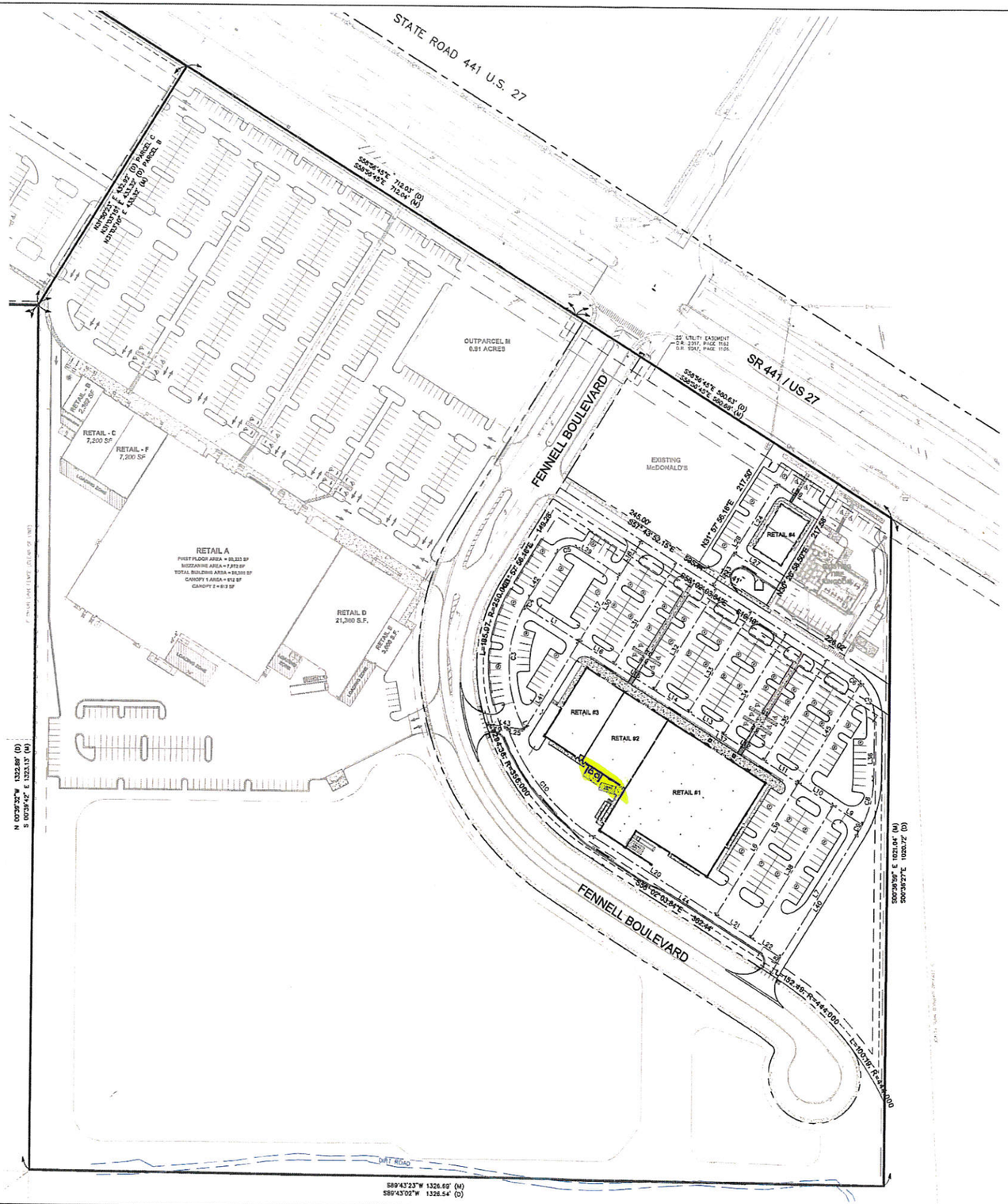
COMPANION FILES

PRODUCTION PROCESSING

Kieffer Item #
-001
-002
-003
-004

REVISION:		INITIALS:	DATE:
A	Add spacer note to 'Beauty' letters	MAK	7/18/07
B	Updated tube support spec.	DwB	9/19/07
C	Change F.C.O. letters to reverse channel	MAK	11/6/07
D	Revise 1/4" rivout to 5/16"	MAK	2/4/08
E	Revise reverse channel details	MAK	3/18/08
F	Revise returns to WHITE	MAK	10/23/08
G	Cha threaded rod/rivout from 5/16	DwB	5/26/09
H	Change from neon to LED illumination - BEAUTY included	MAK	10/26/09
I	Extended BEAUTY Layout	MAK	2/2/10
J	Revise to 30% diffuser vinyl	MAK	2/11/10
K	added LED information	kk	11/4/10
L	added LED information	kk	11/4/10
M	Update threaded rod in spec's	DwB	12/8/10
N	Revise dual vinyl item number	MAK	4/20/12
O	Revise LED Spec's	MAK	12/20/12
P	Added LED layout and specs	MeG	1/04/13

B54455C



SITE DATA

TOTAL PROJECT AREA:	7.71 ACRES (336,065 SF)
EXISTING ZONING:	PUD
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	RETAIL
MAX BUILDING HEIGHT:	35 FEET
FLOOD ZONE:	ZONE X
PROPOSED BUILDING AREA:	54,780 SF
MAXIMUM FAR	0.3
FAR PROVIDED	0.16

PERVIOUS AREA:

PROVIDED:	91,432 SF (27.21% OF LEASABLE AREA)

IMPERVIOUS AREA:

PAVEMENT:	176,896 SF
CONCRETE:	12,957 SF
BUILDING AREA:	54,780 SF
TOTAL IMPERVIOUS AREA:	244,633 SF (72.79% OF LEASABLE AREA)

OPEN SPACE:

REQUIRED:	2.23 AC x 20% = 0.45 AC (19,462 SF)
PROVIDED:	2.18 AC (95,155 SF)

BUILDING SETBACKS:

FRONT (SR 441/US 27)	50 FEET
SIDE	20 FEET
REAR	10 FEET

PAVING SETBACKS:

FRONT	10 FEET
SIDE	10 FEET
REAR	10 FEET

REQUIRED PARKING:

GENERAL RETAIL – 1 SPACE/200 GFA: (50,782 GFA/200):	254 SPACES
TOTAL PARKING SPACES REQUIRED:	254 SPACES

PROVIDED PARKING:

REGULAR SPACES (10'x20'):	274 SPACES
HANDICAP SPACES:	12 SPACES
TOTAL SPACES PROVIDED	286 SPACES

NORTH

GRAPHIC SCALE IN FEET
0 40 80 160

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C3	200.00'	185.38'	S17°11'25"W	178.82'	53°06'28"	99.95'
C4	200.00'	14.74'	S29°51'17"W	14.73'	4°13'12"	7.37'
C5	22.00'	34.56'	S76°57'56"W	31.11'	90°00'00"	22.00'
C6	78.00'	19.40'	N50°54'31"W	19.35'	14°15'05"	9.75'
C7	78.00'	60.01'	N21°44'38"W	58.54'	44°06'41"	31.58'
C8	162.00'	74.11'	N13°24'02"E	73.47'	26°12'40"	37.72'
C9	162.00'	15.44'	N29°14'09"E	15.43'	5°27'34"	7.72'
C10	326.00'	215.89'	S39°03'46"E	211.96'	37°56'35"	112.07'

LINE TABLE		
LINE	LENGTH	BEARING
L1	101.46	S58°02'03.84"E
L4	11.83	S25°21'49.02"E
L6	239.50	N31°57'56.16"E
L7	224.09	N31°57'56.16"E
L8	30.00	N31°57'56.16"E
L9	54.27	S58°02'03.84"E
L10	64.00	S58°02'03.84"E
L11	64.00	S58°02'03.84"E
L12	74.00	S58°02'03.84"E
L13	64.00	S58°02'03.84"E
L14	64.00	S58°02'03.84"E
L15	74.00	S58°02'03.84"E
L16	64.00	S58°02'03.84"E
L17	120.00	N31°57'56.16"E
L18	64.00	N31°57'56.16"E
L19	33.78	S81°24'32.86"E
L20	228.00	S58°02'03.84"E
L21	64.00	S58°02'03.84"E
L22	55.00	S58°02'03.84"E
L23	60.66	N31°57'56.16"E
L24	125.17	N31°57'56.16"E

LINE TABLE		
LINE	LENGTH	BEARING
L25	26.64	S81°24'32.86"E
L26	81.42	S58°02'03.84"E
L27	90.60	S58°02'03.84"E
L28	185.83	N31°57'56.16"E
L29	80.00	S58°02'03.84"E
L30	184.00	N31°57'56.16"E
L31	184.00	N31°57'56.16"E
L32	184.00	N31°57'56.16"E
L33	184.00	N31°57'56.16"E
L34	184.00	N31°57'56.16"E
L35	184.00	N31°57'56.16"E
L36	90.84	N0°17'42.22"E
L37	512.27	S58°02'03.84"E
L38	239.50	N31°57'56.16"E
L39	421.10	N31°57'56.16"E
L40	254.09	N31°57'56.16"E
L41	150.02	N31°57'56.16"E
L42	83.28	N31°57'56.16"E
L43	60.41	S81°24'32.86"E
L44	347.00	S58°02'03.84"E
L45	181.60	N31°57'56.16"E

NOTE:
L3 AND L5 PURPOSELY OMITTED

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
1	REVISED PER CLIENT	01/26/15	RWS
2	REVISED PER COMMENTS	02/19/15	RWS

Kimley»Horn
© 2014 KIMLEY-HORN AND ASSOCIATES, INC.
3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

PHA, BROOKS C. LICENSED PROFESSIONAL ENGINEER 04152208 STATE OF FLORIDA
08/08/2014 DATE
JAMES R. WOMACK, P.E. LICENSED PROFESSIONAL ENGINEER 54247 STATE OF FLORIDA

SCALE	AS SHOWN
DESIGNED BY	RWS
DRAWN BY	RWS
CHECKED BY	JRW

FEB 24 2015

OVERALL SITE PLAN

LADY LAKE CROSSING

TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C4.0

DATE 3/6/15 J Slater

Plotted By:Slater, Robert Sheet Set:Lady Lake\Plan\Drawing Layout:C4.0-OVERALL February 24, 2015 08:12:41am K:\DWL_Civil\049372008-Lady Lake Crossing Retail\CADD\CONST\PlanSheets\C4.0-OVERALL.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: April 13, 2015

SUBJECT: **Resolution No. 2015-104 – Ulta Beauty –to Allow a Secondary Wall Sign to be Placed on the Elevation Facing Fennell Blvd. of Retail Tenant Space 2 – Addressed as 460 North Highway 27/441 (Alternate Key 3872777)**

DEPARTMENT: GROWTH MANAGEMENT

STAFF RECOMMENDED MOTION:

1. **Motion to forward Resolution 2015-104 to the Town Commission with the Recommendation of Approval.**

2. **Motion to forward Resolution 2015-104 to the Town Commission with the Recommendation of Denial.**

Staff is in support of Motion Number 1.

SUMMARY:

On 03/17/2015, Town Staff received a variance application for secondary wall signage to be placed on the elevation facing Fennell Blvd. of Retail Tenant Space 2 located within the Lady Lake Crossing Plaza. Applicant, Martin J. DelleBovi with SRK Lady Lake 43 Associates, has filed the variance application for Ulta Beauty to be located at the Lady Lake Crossing Plaza for property addressed as 460 North Highway 27/441. The variance request has been made pursuant to the provisions of Chapter 17, Section 4.b.2.E., of the Town of Lady Lake Land Development Regulations which only allows wall signs to be placed on the main façade of the business.

As required of this application, a Justification Statement has been submitted. The applicant stated that having the channel letter signs on the on this elevation will assist the public and other retail stores by identifying its location from the south to the north. Additionally, the applicant indicated that drivers coming south to north on Fennell Blvd. would be better directed to the store and the center. Lastly, the applicant feels that since Ulta Beauty is a middle tenant, potential customers may pass by not finding the location and they could lose business.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.

2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 08 Township 18 Range 24, Lady Lake Florida. The property is zoned "CP" Planned Commercial, which permits the development in existence. The Future Land Use Map designation for the site is RET (Commercial General-Retail Sales and Services). The requested use is consistent with the adopted Memorandum of Agreement Ordinance 2006-04 for the Lady Lake Crossing Plaza and the directives of the Comprehensive Plan and adopted Land Development Regulations.

Comments:

- Notices to inform the surrounding property owners (3) within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, May 30, 2015. The property was posted on Wednesday, April 1, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2015-104 and provided comments on 04/07/2015 that determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

Public Hearings:

The **Town Commission** first and final reading has been tentatively scheduled for Resolution 2015-104 at the regular meeting on Monday, April 20, 2015.

FISCAL IMPACT: $ 0

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance(s) [X] Resolution [ ] Budget Resolution

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

---

DEPARTMENT HEAD [signature]	Submitted 4/7/15	Date
(WH) 4-7-15 FINANCE DEPARTMENT	Approved as to Budget Requirements	Date
TOWN ATTORNEY	Approved as to Form and Legality	Date
TOWN MANAGER [signature]	Approved Agenda Item for: 4/13/15	Date 4/7/1

BOARD ACTION: [✓] Approved as Recommended [ ] Disapproved

4-0 - McKenzie / Montelione

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

cc: T. Carroll

L-17

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: April 20, 2015

SUBJECT: Consideration of Reappointment to the Library Board

DEPARTMENT: Clerk's Office

STAFF RECOMMENDED MOTION: Reappoint One Member to the Library Board

SUMMARY: Currently, the Library Board has one member whose term expired this month, Linda Underhill, and she wishes to be reappointed.

There is also a vacancy on this board, but there are no new applications on file at this time. When new applications are received, they will be brought to the Commission for consideration of appointment(s).

FISCAL IMPACT: N/A

[ ] **Capital Budget**
[ ] **Operating**
[ ] **Other**

ATTACHMENTS: [ ] **Ordinance** [ ] **Resolution** [ ] **Budget Resolution**

[ ] **Other** [X] **Support Documents** (Application)

DEPARTMENT HEAD	**Submitted**	**Date**
HR	**Approved as to form**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 4/20/15	**Date** 4/9/15

COMMISSION ACTION:

[ ] **Approved as Recommended** [ ] **Disapproved** [ ] **Tabled Indefinitely**

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

TOWN OF LADY LAKE
BOARDS/COMMITTEES APPLICATION

DATE: 1/20/11

NAME: Linda A. Underhill

MAILING ADDRESS: 901 Algonquin Rd.

LOCATION OF RESIDENCE: Lady Lake

DO YOU RESIDE WITHIN THE TOWN LIMITS OF LADY LAKE: Yes

IF NOT, DO YOU RESIDE IN LAKE COUNTY: —

HOME PHONE: 352-259-5669 WORK PHONE: —

CELL PHONE: 352-272-9480

WILLING TO SERVE ON THE FOLLOWING BOARDS OR COMMITTEES:

Lady Lake Library Advisory Board

NATIONALITY: (optional) White

This information is for use in the Annual Florida Department of State Report only.

HAVE YOU EVER BEEN CONVICTED OF A FELONY: (optional) No

OCCUPATION: Retired Educator - Elementary Teacher

BUSINESS ADDRESS: —

PHONE: — POSITION: —

TRAINING OR EXPERIENCE RELATED TO ACTIVITIES OF BOARDS OR COMMITTEES TO WHICH APPOINTMENT IS SOUGHT:

Current member of the Lady Lake Library Advisory Board / Volunteered in libraries

MEMBER OF THE FOLLOWING PROFESSIONAL ORGANIZATIONS:

P.E.O.

HAVE YOU SERVED ON A TOWN BOARD/COMMITTEE IN THE PAST? YES

IF YOU ANSWERED YES- DATES: 2007 2008 2009 2010

NAME OF COMMITTEES/BOARDS: Lady Lake Advisory Board Library

PLEASE LIST THREE REFERENCES THAT THE TOWN MAY CONTACT (Excluding Lady Lake Town Employees) - NAME, ADDRESS, AND PHONE NUMBER:

1. Rev. Dan Jackson, Executive Pastor - 3470 Woodridge Dr. The Villages FL 32162 352-750-4529
2. Sandy Miller - 910 Ventura Dr. The Villages 32159 751-1420
3. Judy Menefee - 1408 Sanchez Ct. The Villages 32159 352-259-4371

ADDITIONAL INFORMATION MAY BE ATTACHED TO THIS FORM.

I WILL ATTEND MEETINGS IN ACCORDANCE WITH THE ADOPTED POLICIES OF THE TOWN. IF AT ANY TIME MY BUSINESS OR PROFESSIONAL INTERESTS CONFLICT WITH THE INTERESTS OF THIS BOARD OR COMMITTEE, I WILL NOT PARTICIPATE IN SUCH DELIBERATIONS OF THE BOARD OR COMMITTEE.

Linda A. Underhill
SIGNATURE OF APPLICANT

PLEASE RETURN APPLICATION TO:

TOWN OF LADY LAKE
TOWN CLERK'S OFFICE
409 FENNELL BLVD
LADY LAKE, FL. 32159

PLEASE NOTE:

YOU MAY BE REQUIRED TO FILL OUT A FINANCIAL DISCLOSURE FORM.

THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Updated: 2-24-09

LIBRARY BOARD

- VOTING FORM -

Date: April 20, 2015

Please mark your selection (1) and sign your name at the bottom.

Thank you.

Re-Appointment:

	Yes	No
Linda Underhill	☐	☐

VOID

Selections made by: _____

(Name of Commissioner)