

Item # 41

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Tradition at Alafaya PUD Final Master Plan

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Matthew West ^{MW} **EXT.** 7353

Agenda Date <u>03/09/04</u> Regular <input type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input checked="" type="checkbox"/>
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MOTION/RECOMMENDATION:

1. Approve the Final Master Plan for the Tradition at Alafaya PUD subject to the attached Developer's Commitment Agreement as amended by staff and authorize the Chairman to execute same for a 16.56 acre mixed use development located south of West Carrigan Avenue and north of Econ River Place.
2. Approve the Final Master Plan for the Tradition at Alafaya PUD subject to the attached Developer's Commitment Agreement as amended by the Board and authorize the Chairman to execute same for a 16.56 acre mixed use development located south of West Carrigan Avenue and north of Econ River Place.
3. Deny the Final Master Plan for the Tradition at Alafaya PUD for a 16.56 acre mixed use development located south of West Carrigan Avenue and north of Econ River Place.
4. Continue this request to a time and date certain.

District 1 – Commissioner Maloy

Matthew West AICP, Planning Manager

BACKGROUND:

The Preliminary Master Plan for the Tradition at Alafaya PUD was approved by the Board at its meeting of May 13, 2003. Since that time the applicant, Broad Street Partners, LLC, has submitted an application for Final Master Plan approval. As required by the development order, the applicant met with the representatives of the surrounding communities on February 3, 2004. Staff has reviewed the submitted Final Master Plan and notes three outstanding issues for the Board to address.

Reviewed by: Co Atty: <u>KEC</u> DFS: _____ Other: _____ DCM: <u>SS</u> CM: <u>KB</u> File No. <u>ph700pdp01</u>

First, the approved development order requires that there shall be not outdoor recreational facilities within 300 feet of the lots in Remington Village. The attached final master plan, shows that the pool area is within approximately 250 feet of the easternmost lot of Remington Village. Staff believes that the proximity of the pool area to this lot is mitigated by the fact that the clubhouse building and the apartment building immediately west of the clubhouse have been positioned to act as a screen. Also between the clubhouse and the apartment building, a six foot masonry wall is proposed to improve the buffering. Finally, the 50 foot reduction of the setback is also mitigated by the extensive landscaping plan proposed between the pool area and the backs of the Remington Village lots.

Second, staff is concerned that the plan does not demonstrate that recreational amenities have been provided for children except for the swimming pool. The Developer's Commitment Agreement should be revised to include a condition that prior to Final Engineering Approval, the applicant shall provide a suitable area and equipment for children's recreational amenities. The applicant has indicated verbally the clubhouse will contain exercise equipment, but staff does not consider this adequate for children's use.

Third, the development order required the Final Master Plan be reviewed by the Sheriff's Office for compliance with the Crime Prevention Through Environmental Design (CPTED) standards. The following is a list of outstanding comments from the Sheriff's Office and the recommendation by the Planning Manager in bold type:

Item #1. As of this date, no lighting plan has been submitted. We have been told one will be submitted at Final Engineering. Would like to see one and until then, we must stand by our earlier comment:

Request a Lighting Plan be submitted for review. We seek to insure:

- a. Sufficient lighting will be installed throughout the complex to reduce "dark area" that can create an unsafe area for normal users.
- b. The future canopy of trees being planted is not going to reduce the illumination effect of streetlights or building lights.

The Planning Manager recommends that the developer submit a lighting plan with the final site plan submittal, and that said lighting plan will be forwarded to the Sheriff's Office for review when the final site plan is submitted.

Item #2. Our recommendations on October 30, 2003 were:

"Recommend relocating the dumpster from its present planned location to a location within the gated community. (In its present indicated location, anyone from outside the complex will have access to this dumpster. Even though these plans do not indicate how many people will be living in The Tradition, one dumpster for 10 buildings does not appear to be enough. It will fill up quickly, and if any overflow occurs, it will be in the roadway creating a hazard to vehicles and pedestrians entering or exiting the complex." In addition, recommend installing at least 2 more dumpsters within the complex to avoid all residents having to go to one location.

(Recommend one in the NW corner of the property and one in the SW corner of the property) Developer answered saying they believe one is sufficient and this is the best location. We believe there should be more dumpsters, and all located within the community. This one dumpster and its location should be eliminated for the reasons stated in our original recommendation. Unwanted trash, excessive trash and requiring residents to load up their vehicles or carry a longer distance is not an ideal situation and could become unhealthy. With more dumpsters located throughout the complex, properly contained and lighted, would be more beneficial to the residents.

The Planning Manager believes that most of the issues contained in the comment above would still be present whether there is one waste location or multiple locations. The project is proposed to have a compactor and not a dumpster. If it is screened and landscaped extensively as described by the applicant, all of the Sheriff's comments, except restricting access, should be addressed.

Item # 3.

Recommend relocating the pool/recreational area to the south side of the property to:

- a. Avoid conflicts of noise, etc, with the residential community to the north ; and
- b. Eliminate or reduce the opportunity of non-residents and/or uninvited guests from using the facilities.

The reason for this recommendation was to keep noise levels within the community; centralize the activities of the community and more importantly, reduce or eliminate the possibility of unwanted visitors to the clubhouse and pool areas. Being outside the "gated " area, this building and features will be more susceptible to unwanted visitors and vandalism.

And as this building will not be manned 24hrs, community surveillance of the activity around this building is greatly reduced because it is located away from the homes.

The Planning Manager believes that the security issue will be mitigated by complying with item #4 below. The noise issue and proximity to Remington Village is mitigated by the position of the clubhouse, the apartment building to the west and the landscaping and wall plan.

Item #4. Our recommendation was "Recommend a 6-foot wall be installed along the west, south and eastern sides of the complex. (Plans indicate only one wall along the north side)"

Developer states they are unwilling to do so, and it is not necessary.

The idea of a gated community gives the impression that the entire community is enclosed. The gates only keep out unwanted vehicles. A berm offers no security to a gated community.

Prospective residents develop a false sense of security thinking the gates will keep out crime.

A wall enclosing the community will not eliminate crime, but will enhance crime prevention. Residents will be more aware of unwanted visitors climbing a wall than

walking through a few bushes. If no wall is to be erected, we strongly advise all future residents be advised a wall was recommended but rejected by the developer. **The Planning Manager recommends that a decorative six foot fence encompass the site where a masonry wall is not provided to restrict unauthorized pedestrian access if the BCC wishes to enforce this recommendation by the Sheriff's Office. The fencing is only necessary to fulfill the CPTED comment. From a planning standpoint, fencing is not necessary or required.**

STAFF RECOMMENDATION:

Staff recommends approval of the Final Master Plan for the Tradition at Alafaya PUD subject to the attached Developer's Commitment Agreement for a 16.56 acre mixed use development located south of West Carrigan Avenue and north of Econ River Place subject to the following:

1. The lighting plan be submitted for review at the time of final site plan approval.
2. A plan for childrens' recreational amenities must be provided to staff prior to final site plan approval.

District 1

Attachments: Developer's Commitment Agreement.

LEGAL DESCRIPTION

The Northwest 1/4 of Section 34, Township 21 South, Range 31 East, Seminole County, Florida, lying North of Econ River Place (formerly Iron Bridge Road), and lying West of State Road 520 (Alafaya Trail).

Less and except the following described parcels of land:

Lot 1, CARRIGAN—HESS, according to the plat thereof, as recorded in Plat Book 59, Page 16, Public Records of Seminole County, Florida.

That portion of said land conveyed to Seminole County, a political subdivision of the State of Florida recorded April 13, 1999, in Official Records Book 3628, Page 920.

That portion of said land conveyed to Seminole County, a political subdivision of the State of Florida recorded April 13, 1999, in Official Records Book 3628, Page 925.

That portion of said land taken by the State of Florida Department of Transportation by Stipulated Order of Taking and Final Judgment recorded October 3, 2001, in Official Records Book 4185, Page 298.

Containing 16.563 acres more or less and being subject to any rights—of—way, restrictions and easements of record.

**THE TRADITION AT ALAFAYA PUD
FINAL MASTER PLAN
DEVELOPERS' COMMITMENT AGREEMENT
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On _____, 2004, the Board of County Commissioners of Seminole County, Florida issued this Developers Commitment Agreement relating to and touching and concerning the following described property:

1. LEGAL DESCRIPTION

See attached Exhibit A (the Property).

(The aforementioned legal description has been provided to Seminole County by the Owner of the Property.)

The Final PUD Master Plan, a reduced copy of which is attached hereto as Exhibit B (the Final Master Plan) has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement.

2. PROPERTY OWNERS

The Property owners are: The David E. Axel Trust dated September 25, 1998, The Robert A. Wagner Revocable Trust dated June 3, 1993, Thomas R. England, and The Louis P. Tulp Trust dated March 12, 2001 (collectively the Owner).

3. STATEMENT OF BASIC FACTS

1. Total Acreage: 16.56 acres
2. Zoning: Planned Unit Development
3. Total Floor Area for Commercial: 11,256 square feet
(Lot 1)
4. Maximum Density for Residential: 268 units or 17.3 dwelling units per acre
(Lot 2)
5. The development approval sought is consistent with the Seminole County Vision 2020 Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
6. The Owners of the Property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the Property.

4. LAND USE BREAKDOWN

<u>Use</u>	<u>Approximate Square Footage of Building Area</u>	<u>Gross Area of Space</u>	<u>% of Site</u>
Stormwater Management Area 1 (SMA-1)	N/A	1.06 acres	6.4%
Stormwater Management Area 2 (SMA-2)	N/A	0.37 acres	2.2 %
Stormwater Management Area 3 (SMA-3)	N/A	0.80 acres	4.8 %
Lot 1 (Commercial)	11,256 square feet	1.34 acres	8.1%
Lot 2 (Residential)	253 units	12.63 acres	76.3 %
Common Areas – Clubhouse and Pool	16,117 square feet	0.36 acres	2.2%
Total	253 units on Lot 2 11,256 square feet on Lot 1	16.56 acres	100%

5. OPEN SPACE CALCULATIONS

Open Space shall be provided at an overall rate of 25%, or a minimum of 4.14 acres throughout the entire PUD. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space in the PUD.

Maintenance of the Open Space shall be funded by the Owners.

Total Land Area: 16.56 acres
 Open Space Required: 25% = 16.56 x 0.25 = 4.14 acres
 Open Space Provided: 5.80 acres / 16.56 acres = 35.0 %

Minimum 10' landscape buffer along West Boundary = 0.17 acres
 Minimum 10' landscape buffer along Alafaya Trail = 0.05 acres
 Minimum 25' buffer next to Hess Service Station = 0.22 acres
 Minimum 10' buffer along Econ River Place = 0.15 acres
 Minimum 10' buffer along West Carrigan Avenue = 0.14 acres
 Minimum 50' buffer next to residential on north = 0.46 acres
 Clubhouse and Pool Area is 0.36 acres
 Stormwater Management Area 1 (SMA-1) - 1.06 acres
 Lot 1 contains additional open space of 0.09 acres
 Lot 2 contains additional open space of 3.10 acres

Total Open Space	5.80 acres (35.0 % of 16.56 acres)
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6. BUILDING SETBACKS

1. Minimum Building Setbacks for Lot 2:

- Along western boundary - 15'
- Along southern boundary - 15'
- Along northern boundary adjacent to residential – 120'
- Along eastern boundary next to Alafaya Trail - 25'
- Along eastern boundary next to Hess station - 25'

2. Minimum Building Setback for Lot 1: Per C-2 Zoning Category

3. Maximum Building Height for Lot 1 and Lot 2: 35'

An additional 10% increase in height may be approved by the Planning Manager or appropriate manager in the Planning and Development Department of Seminole County upon the Owners' submission of acceptable architectural renderings to the County of each building requesting the additional height.

7. PERMITTED USES

Lot 1 – All permitted and conditional uses in the C-2 zoning category, except drive-in theaters, flea markets, paint and body shops, hospitals, nursing homes, outdoor advertising, communication towers, and alcoholic beverage establishments (unless incidental sales).

Lot 2 – All permitted and conditional uses in the C-2 zoning category, except that drive-in theaters, flea markets, paint and body shops, hospitals, nursing homes, outdoor advertising, communication towers, and alcoholic beverage establishments (unless incidental sales), as well as the permitted and conditional uses in the R-4 zoning category, except boarding houses, communication towers, hospitals and nursing homes.

8. LANDSCAPE & BUFFER CRITERIA

1. The Owners shall preserve as many trees as practicable in the northern 50' landscape buffer adjacent to residential.
2. SMA-1 features landscaping and amenities to allow for passive recreation for the tenants of Lot 2. The amenities shall include, at a minimum, park benches, picnic tables, and unpaved pedestrian trail on the south side of SMA-1 only.
3. Landscape material style and size shall conform to Seminole County Land Development Code specifications.

9. DEVELOPMENT COMMITMENTS

The following conditions shall apply to the development of the Property:

1. The Owners shall include a provision on all residential leases on Lot 2 indicating that the garages shall not be used for storage of furniture or other items which interfere with or prohibit the parking of a vehicle in the garage.
2. The Owners shall record appropriate easement documents to the County demonstrating which party/parties are responsible for maintaining and repairing SMA-2.
3. The development of the Property shall comply with the Final Master Plan attached hereto as Exhibit B.
4. The Owners may install only cut-off lighting fixtures which shall be limited to a maximum height of sixteen (16) feet. Shields shall be provided to limit spillover to a maximum of 0.5 foot candles outside the PUD. No light source shall be located within fifty feet (50') of the platted lots in Remington Village.
5. The Owners shall comply with all applicable FDOT and Seminole County traffic boundaries design standards.

10. PUBLIC FACILITIES

The Owners have received the Notice of Concurrency Review Test Results, Application Number _____, dated _____, evidencing that all Concurrency Review Requirements as provided by Chapter 10, Seminole County Land Development Code, have been satisfied. Among the conditions relating to concurrency public facilities are the following:

WATER:

Water service shall be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

SANITARY SEWER:

Central sanitary sewer shall be provided by Seminole County. Design of lines and pump stations shall conform to all Seminole County and Department of Environmental Protection Standards.

STORM DRAINAGE:

Storm water drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and the St. Johns River Water Management District's ERP regulations.

FIRE PROTECTION:

Fire protection shall be provided by Seminole County. Fire hydrant shall be located according to Seminole County regulations.

11. STANDARD COMMITMENTS

1. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, in effect in Seminole County at the time of permit issuance.
2. When the term "Owners" is used herein, it shall be taken or construed to mean The David E. Axel Trust dated September 25, 1998, The Robert A. Wagner Revocable Trust dated June 3, 1993, Thomas R. England, and The Louis P. Tulp Trust dated March 12, 2001. All obligations, liabilities, and responsibilities incurred by or implied by the Owners by this Agreement shall be assumed by any successors-in-interest of any portion of the Property.
3. This Agreement touches and concerns the Property, and the conditions, commitments and provisions of the Agreement shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owners of the property have expressly covenanted and agreed to this provision and all other terms and provisions of the Agreement.
4. In the event any portion of this Agreement shall be found to be invalid or illegal, then the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby, and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest.

12. INTERPRETATION; RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER

This Developers' Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of this Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Final Master Plan and Development Order Number 03-205000002, dated May 13, 2003, and recorded in Official Records Book ____, Page ____, Public Records of Seminole County, Florida, the terms of the Development Order shall control. Unless modified by the terms of this Agreement or the Final Master Plan, the terms of Development Order Number 2003-0006 shall remain in full force and effect.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL MCLAIN, Chairman

Date: _____

For use and reliance of
Seminole County only.
Approved as to form
and legal sufficiency.

As authorized for execution by the Board of
County Commissioners in their _____,
2004 regular meeting.

County Attorney

Exhibit "A" Legal Description of Property
Exhibit "B" Reduced Copy of Final Master Plan

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owners, The David E. Axel Trust, The Robert A. Wagner Revocable Trust, Thomas R. England, and The Louis P. Tulp Trust, on behalf of themselves and their heirs, successors, assigns and transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

Print Name: _____

Print Name: _____

DAVID E. AXEL TRUST,
dated September 25, 1998

By: _____
David E. Axel, Trustee

STATE OF FLORIDA)

)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David E. Axel, the Trustee of the David E. Axel Trust dated September 25, 1998, who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2004.

Notary Public, in and for the County and State
Aforementioned
My Commission Expires:

Print Name: _____

Print Name: _____

ROBERT A. WAGNER
REVOCABLE TRUST, dated June 3, 1993

By: _____
Robert A. Wagner, Trustee

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Roger A. Wagner, the Trustee of the Roger A. Wagner Trust dated September 25, 1998, who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2004.

Notary Public, in and for the County and State
Aforementioned
My Commission Expires:

Print Name: _____

THOMAS R. ENGLAND

Print Name: _____

STATE OF FLORIDA)

)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas R. England, the Trustee of the Thomas R. England Trust dated September 25, 1998, who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2004.

Notary Public, in and for the County and State
Aforementioned
My Commission Expires:

