

Item # 50

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: GUNTER VILLAGE PUD FINAL MASTER PLAN

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

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Ian Sikonia **EXT.** 7398

Agenda Date <u>11/07/06</u> Regular <input checked="" 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 type="checkbox"/>

MOTION/RECOMMENDATION:

1. **APPROVE** the Final Master Plan and Developer's Commitment Agreement and authorize the Chairman to execute the aforementioned documents for the Gunter Village PUD, consisting of 12.20 ± acres located on the west side of International Parkway, north of the intersection of Colonial Center Parkway and International Parkway and south of the intersection of Pebble Ridge Lane and International Parkway, based on staff findings (Kimley-Horn / Jonathan Martin, applicant); or
2. **DENY** the Final Master Plan and Developer's Commitment Agreement for the Gunter Village PUD, consisting of 12.20 ± acres located on the west side of International Parkway, north of the intersection of Colonial Center Parkway and International Parkway and south of the intersection of Pebble Ridge Lane and International Parkway, (Kimley-Horn / Jonathan Martin, applicant); or
3. **CONTINUE** the request until a time and date certain.

District 5 - Commissioner Carey

Ian Sikonia, Senior Planner

BACKGROUND:

The applicant is seeking Final Master Plan approval for the Gunter Village PUD to accommodate a mixed-use project incorporating residential and commercial uses. The applicant obtained rezoning approval from A-1 to PUD on October 24, 2006. The permitted uses allowed onsite are multi-family condominiums and customary accessory uses, commercial, restaurants, and a hotel with conference center or Class-A offices. The applicant has submitted building elevations and architectural renderings as part of the Final Master Plan. The density for

Reviewed by: Co Atty: <u>KET</u> DFS: _____ OTHER: <u>AB</u> DCM: <u>DL</u> CM: <u>Ca</u> File No. <u>rpd05</u>
--

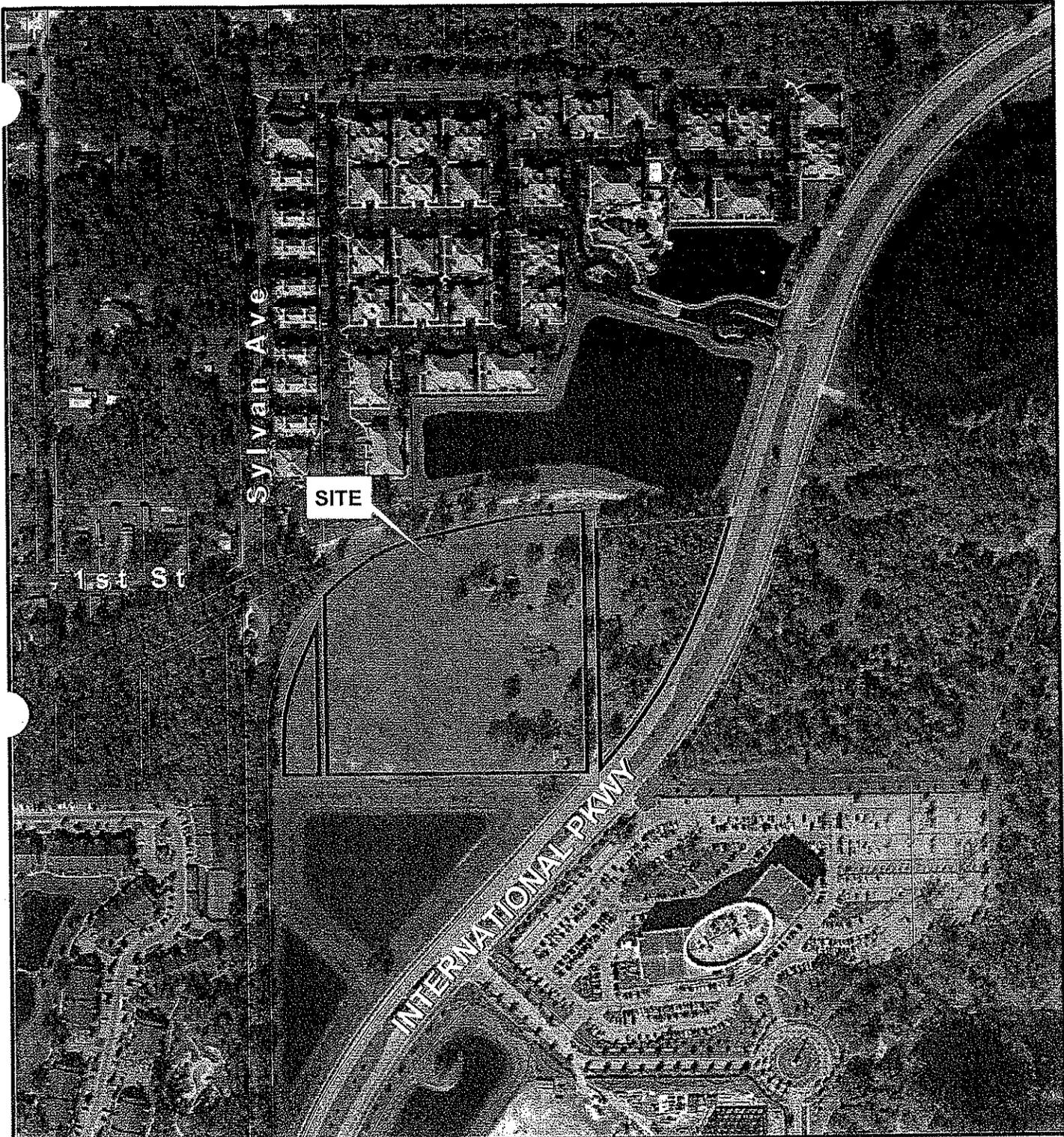
the PUD is 32.69 dwelling units per net buildable acre and a maximum Floor Area Ratio of 0.35. Staff finds that the proposed Final Master Plan and Developer's Commitment Agreement comply with all of the conditions contained in the approved Development Order.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Final Master Plan and the Developer's Commitment Agreement for the Gunter Village PUD, consisting of 12.20 ± acres located on the west side of International Parkway, north of the intersection of Colonial Center Parkway and International Parkway and south of the intersection of Pebble Ridge Lane and International Parkway, based on staff findings.

Attachments:

Location Map
Aerial
Final Master Plan
Architectural Renderings
Developer's Commitment Agreement
Denial Development Order



Rezone No: Z2006-048
From: A-1/PUD To: PUD

-  Parcel
-  Subject Property

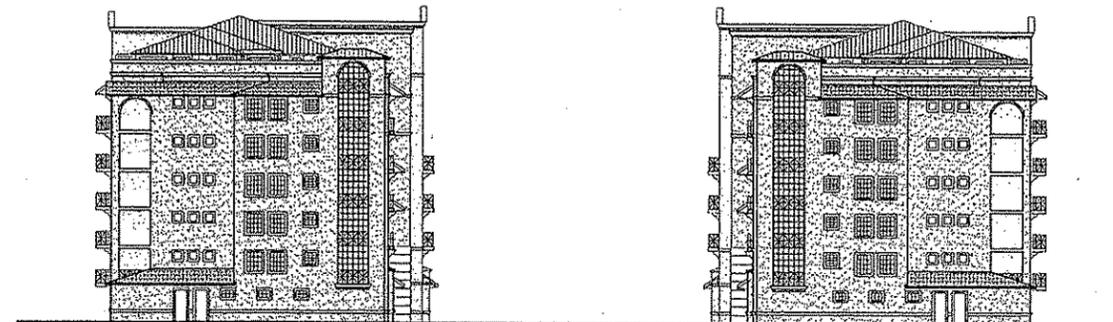


Winter 2006 Color Aerials



FRONT CONCEPTUAL ELEVATION OF BLDG. 2A and 2B

SCALE: 1" = 20'-0"



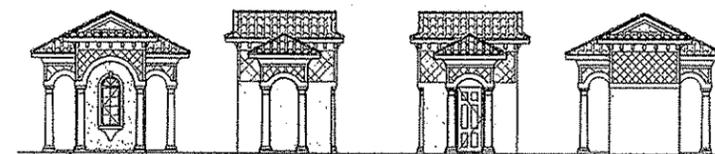
SIDE CONCEPTUAL ELEVATIONS OF BLDG. 2A and 2B

SCALE: 1" = 20'-0"



REAR CONCEPTUAL ELEVATION OF BLDG. 2A and 2B

SCALE: 1" = 20'-0"



PAVILION ELEVATIONS

SCALE: 1" = 10'-0"



LAGOON AMENITIES ELEVATION

SCALE: 1" = 10'-0"

INTERSTATE DEVELOPMENT COMPANY
 2151 VOLUNTEER PARKWAY
 BRISTOL, TENNESSEE 37620
 VOICE: 423/968-8971
 FAX: 423/968-3275

GUNTER VILLAGE
 A PLANNED URBAN DEVELOPMENT
 LAKE MARY, SEMINOLE COUNTY, FLORIDA

DRAWN BY: B. WEISS
 REVIEWED BY: DON EVANS

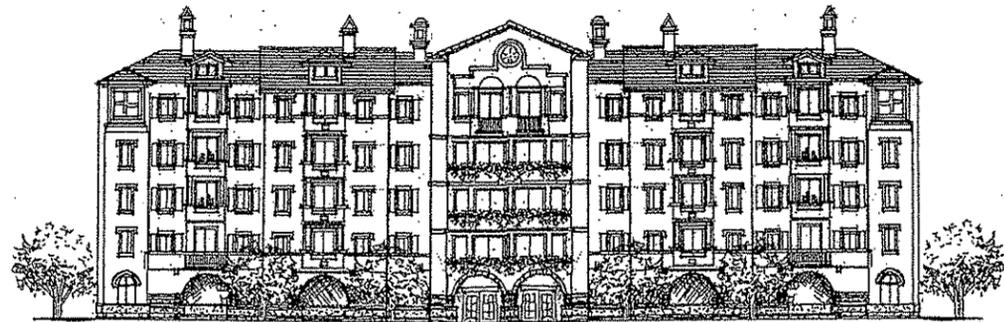
PROJECT #: A05027.01
 DATE: OCTOBER 19, 2006

100 NORTH ORANGE AVENUE
 ORLANDO, FLORIDA 32801
 VOICE: 407/650-8770
 FAX: 407/650-8771
 WEB: THEEVANSGROUP.COM
 CONTACT: BROOKS WEISS

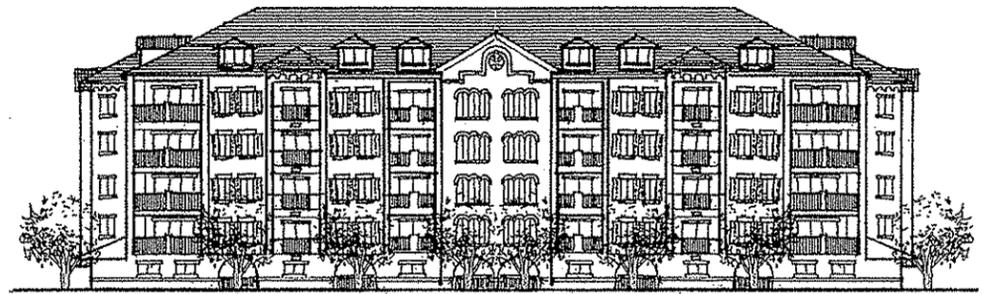
the EVANS group
 ARCHITECTURE & PLANNING

© COPYRIGHT 2005, THE EVANS GROUP. ALL RIGHTS RESERVED.

EL1



BUILDING 2- SOUTH CONCEPTUAL ELEVATION
SCALE: 1"=20'-0"



BUILDING 2- NORTH CONCEPTUAL ELEVATION
SCALE: 1"=20'-0"



BUILDING 3- EAST CONCEPTUAL ELEVATION
SCALE: 1"=20'-0"

GUNTER VILLAGE L.L.C.
2151 VOLUNTEER PARKWAY
BRISTOL, TENNESSEE 37620
VOICE: 423/568-5971
FAX: 423/568-3275

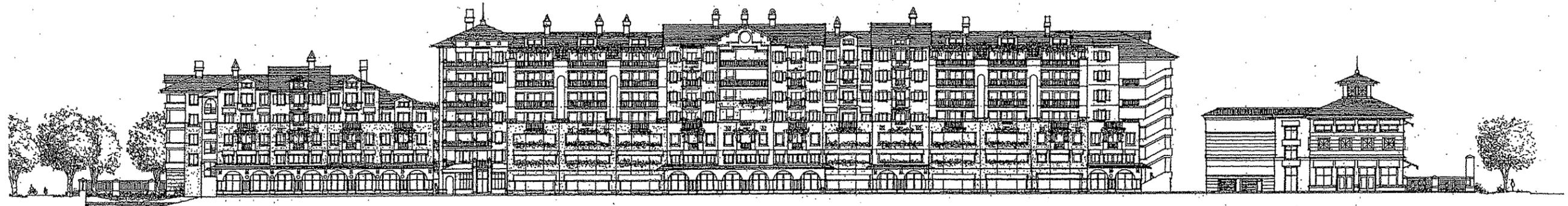
GUNTER VILLAGE
A PLANNED URBAN DEVELOPMENT
LAKE MARY, SEMINOLE COUNTY, FLORIDA

DRAWN BY: R. MCQUADE
REVIEWED BY: B. WEISS

PROJECT #: A05112.03
DATE: MAY 2, 2008

EVANS *group*
ARCHITECTURE & PLANNING
1001 NORTH GRANCE AVENUE
ORLANDO, FLORIDA 32804
VOICE: 407/650-8720
FAX: 407/650-8721
WEB: THEEVANSGROUP.COM
CONTACT: BROOKS WEISS
© COPYRIGHT 2008, THE EVANS
GROUP. ALL RIGHTS RESERVED.

EL2



BUILDING 1- SOUTH CONCEPTUAL ELEVATION

SCALE: NTS



BUILDING 1- NORTH CONCEPTUAL ELEVATION

SCALE: NTS

GUNTER VILLAGE L.L.C.
 2151 VOLUNTEER PARKWAY
 BRISTOL, TENNESSEE 37620
 VOICE: 423/968-5971
 FAX: 423/968-5275

GUNTER VILLAGE
 A PLANNED URBAN DEVELOPMENT
 LAKE MARY, SEMINOLE COUNTY, FLORIDA

DRAWN BY: R. MCQUADE
 REVIEWED BY: B. WEISS

PROJECT #: A05112.03
 DATE: MAY 2, 2006

the
EVANS *group*
 ARCHITECTURE & PLANNING

1001 NORTH ORANGE AVENUE
 ORLANDO, FLORIDA 32801
 VOICE: 407/850-8720
 FAX: 407/850-8721
 WEB: THEEVANSGROUP.COM
 CONTACT: BROOKS WEISS

© COPYRIGHT 2006, THE EVANS
 GROUP. ALL RIGHTS RESERVED.

EL3

**GUNTER VILLAGE PUD
DEVELOPER'S COMMITMENT AGREEMENT
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

The Gunter Village PUD Developer's Commitment Agreement Commitments, Classifications, and District Description dated November 7, 2006 reads as follows:

I. **LEGAL DESCRIPTION.** The legal description is attached hereto as Exhibit "A".

II. **PROPERTY OWNERS.**

Gunter Village LLC
2151 Volunteer Pkwy
Bristol, TN 37620
Tax Parcel ID No. 31-19-30-502-0000-0010
31-19-30-503-0000-00B0
31-19-30-300-009C-0000

III. **DEVELOPER.**

Gunter Village, LLC
2151 Volunteer Parkway
Bristol, TN 37620
(423) 968-5971

IV. **STATEMENT OF BASIC FACTS.**

- A. Total Acreage: 12.20 acres
- B. Zoning: Planned Unit Development (PUD)
- C. Density: A maximum of 32.69 units per net buildable acre.
- D. Floor Area Ratio (FAR): A maximum FAR of 0.35.
- E. The development approval sought will be consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
- F. The Owners/Developers 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 commitments run with, and follow and perpetually burden the Property.

V. OPEN SPACE CALCULATIONS.

Open Space shall be provided at an overall rate of 25% useable open space. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space. Open space amenities shall include the café/clubhouse, pool, newsstand and trail connection. Wet detention areas to be counted as open space shall be amenitized in accordance with the design criteria of Section 30.1344 of the Land Development Code and shall include a landscaped area.

Maintenance of the Common Open Space shall be the responsibility of the Property Owners Association.

Total Land Area: 12.20 acres
Open Space Required: $25\% = 12.20 \text{ acres} \times 0.25 = 3.05 \text{ acres}$
Open Space Provided: 3.43 acres

VI. LAND USE BREAKDOWN.

Use	Acreage	% of Site
Multi-Family Units	4.04 acres	33.12%
Hotel	0.38 acres	3.12%
Office/Retail	0.36 acres	2.95%
Restaurant	0.12 acres	0.98%
Buffer Areas	1.16 acres	9.51%
Drive Aisles, Parking and Paved Areas	2.71 acres	22.21%
Detention/Rec Areas/ Open Space	3.43 acres	28.11%
Total	12.20 acres	100.00%

VII. BUILDING SETBACKS AND STANDARDS

A. Site Building Setbacks

- 25' from the south property line
- 35' from the west property line (abutting the Seminole Wekiva Trail and Sylvan Avenue)
- 35' from the north property line (abutting 1st Street)
- 45' from the east property line (abutting International Parkway)

B. Maximum Building Heights

Building 1:

- 4 stories residential over 1 level parking = 70 ft
- 4 stories residential over 3 level parking = 95 ft
- 7 stories residential = 95 ft

Building 2A:

- 4 stories residential over 1 level parking = 70 ft

Building 2B:

- 4 stories residential over 1 level parking = 70 ft

Building 3:

- 5 stories residential over 2 level parking = 95 ft
- 7 stories residential = 95 ft
- 8 stories residential over parking/conference/retail = 110 ft
- 8 stories hotel/office = 110 ft

Bank/Retail:

- 2 stories = 35 ft

Restaurant/Retail:

- 2 stories = 35 ft

VIII. PERMITTED USES.

Multi-family condominiums and customary accessory uses, commercial, restaurants, hotel with conference space, and Class-A office. The Gunter Village PUD shall consist of no more than 274 condominium units; no more than 17 live/work condominiums; 5,020 square feet of restaurant; and 16,110 square feet of retail/bank. The project shall consist of a hotel with a minimum of 211 keys and 11,000 square feet of conference space, or a minimum 72,000 square feet of Class A Office space.

IX. LANDSCAPE AND BUFFER CRITERIA.

A. The buffer adjacent to International Parkway shall be 15' in width, consisting of one (1) shade tree with a minimum 4" caliper, 40' on center with a continuous shrub hedge with a minimum height of 3'.

B. The buffer adjacent to the south property line shall be 10' in width, consisting of accent tree clusters 30' on center with a continuous shrub hedge with a minimum height of 3'.

C. The buffer adjacent to the north property line shall be 10' in width, consisting of one (1) shade tree with a minimum 4" caliper, 40' on center with a continuous shrub hedge with a minimum height of 3'.

D. The swale shall be planted with native species to achieve a natural look. The landscape plan includes the location and design specifications of such species and shall be subject to review and approval by county staff.

E. The shrubs at each entrance shall not exceed 2' in height as to not hinder visibility.

F. Landscape material style and size shall meet or exceed Seminole County Land Development Code.

G. The Property Owner's Association shall maintain all landscape buffers and open space.

X. MICELLANEOUS DEVELOPMENT COMMITMENTS.

A. All development shall comply with the Final Master Plan attached as Exhibit B and the architectural renderings attached as Exhibit C.

B. All mechanical equipment, ground or roof-mounted, shall be screened from offsite view.

C. The developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development.

XI. PUBLIC FACILITIES.

WATER:

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

SANITARY SEWER:

Sanitary sewer shall be provided by Seminole County. Service lines shall conform to Seminole County and Department of Environmental Protection Standards.

STORM DRAINAGE:

Storm water pollution abatement and attenuation for pre-post conditions are to be provided on-site according to Seminole County and St. John's River Water Management District requirements.

FIRE PROTECTION:

Fire Protection shall be provided by Seminole County. Fire hydrants shall be located according to Seminole County regulations.

XII. STANDARD COMMITMENTS.

A. Unless specifically addressed otherwise herein, all development shall fully comply with the codes and ordinances, including the impact fee ordinance, of Seminole County.

B. All obligations, liabilities, and responsibilities incurred or implied by the Owners of this agreement shall be assumed by any successors-in-interest of any portion of the Property.

C. This agreement 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 full or in 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 the provision and all other terms and provisions of this agreement.

D. The terms and provisions of this agreement are not severable, and in the event any portion of this agreement shall be found to be invalid or illegal, then the entire agreement shall be null and void.

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

This Developer's 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 the Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order Number 06-20500006, the terms of the Developer's Commitment Agreement shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

(Name of Clerk, typed, printed or stamped)
Clerk of the Board

Carlton D. Henley,
Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, Gunter Village, LLC, on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Commitment Agreement.

WITNESSES:

Print Name: _____

Print Name: _____

OWNERS:

Gunter Village, LLC

Craig A. Minegar,
Gunter Village, LLC.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Notary Public

(Name of Notary, typed, printed or stamped)
My Commission Expires:

EXHIBIT A

Legal Description

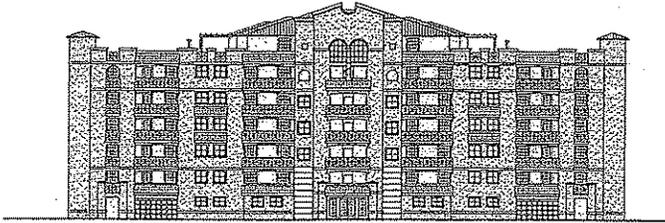
ALL OF THOMAS'S REVISION, AMENDED PLAT SECOND ADDITION, SYLVAN LAKE, ACCORDING TO THE PLAT THEROF, AS RECORDED IN PLAT BOOK 7, PAGE 54, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, AND LOTS 1, 2 AND 3, PLAT OF THE TOWN OF SYLVAN LAKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 69, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE SOUTH 13 CHAINS OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST, WEST OF THE WESTERN RIGHT-OF-WAY OF INTERNATIONAL PARKWAY AND SOUTH OF THE SOUTH LINE OF SEABOARD SYSTEM RAILROAD RIGHT-OF-WAY, SEMINOLE COUNTY, FLORIDA.

EXHIBIT B

Final Master Plan

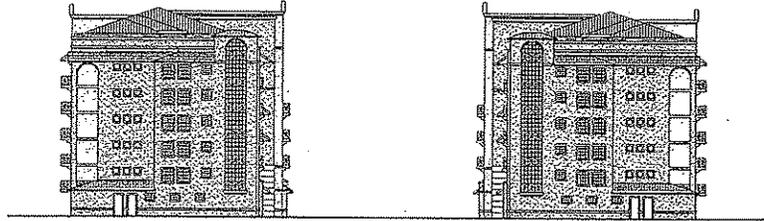
EXHIBIT C

Architectural Renderings



FRONT CONCEPTUAL ELEVATION OF BLDG. 2A and 2B

SCALE: 1" = 20'-0"



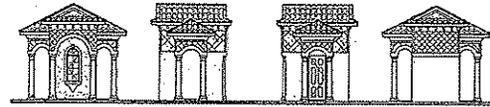
SIDE CONCEPTUAL ELEVATIONS OF BLDG. 2A and 2B

SCALE: 1" = 20'-0"



REAR CONCEPTUAL ELEVATION OF BLDG. 2A and 2B

SCALE: 1" = 20'-0"



PAVILION ELEVATIONS

SCALE: 1" = 10'-0"



LAGOON AMENITIES ELEVATION

SCALE: 1" = 10'-0"

INTERSTATE DEVELOPMENT COMPANY	
1811 VOLUNTEER PARKWAY	
SPRING HIGHLAND DRIVE	
SUITE 421/268-1071	
LAKELAND, FLORIDA 33809	
TEL: 407-981-3175	
FAX: 407-981-3175	

GUNTER VILLAGE
A PLANNED URBAN DEVELOPMENT
LAKE MARY, SEMINOLE COUNTY, FLORIDA

DRAWN BY: J. VOHRI
CHECKED BY: JOHN EVANS

PROJECT #: A09007-01
DATE: OCTOBER 12, 2008

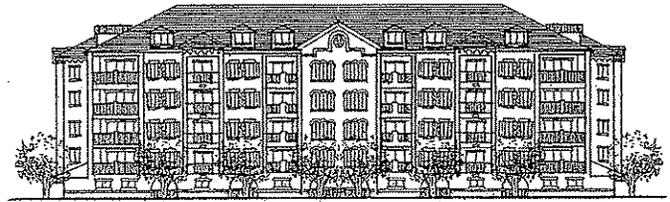
	101 N. HOBBS LANE AVENUE
	ORLANDO, FLORIDA 32801
	PHONE: 407-240-0070
	FAX: 407-240-0071
WWW: WWW.EVANSARCH.COM	
CONTACT: MCKENZIE	
ARCHITECTURE & PLANNING	
© COPYRIGHT 2008 THE EVANS GROUP. ALL RIGHTS RESERVED.	

EL1



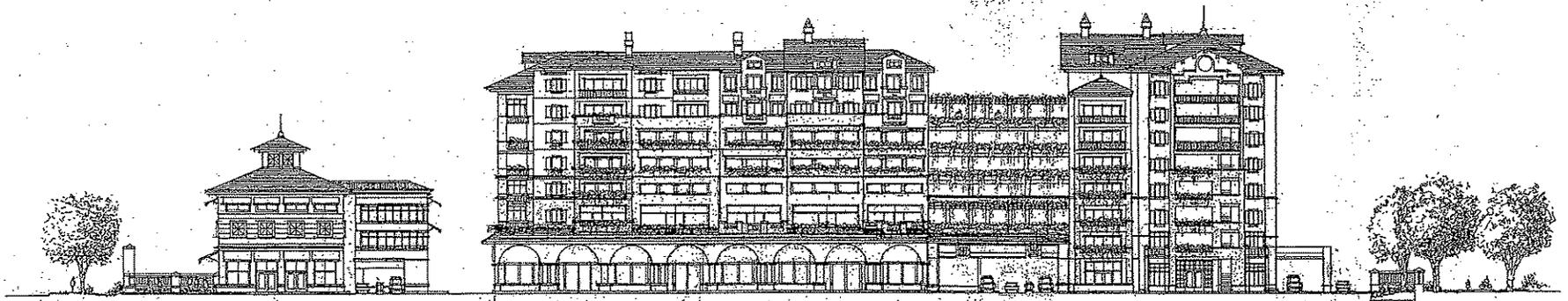
BUILDING 2- SOUTH CONCEPTUAL ELEVATION

SCALE: 1/20'-0"



BUILDING 2- NORTH CONCEPTUAL ELEVATION

SCALE: 1/20'-0"



BUILDING 3- EAST CONCEPTUAL ELEVATION

SCALE: 1/20'-0"

GUNTER VILLAGE L.L.C.	
200 MONROE AVENUE	
LAKE MARY, FLORIDA 32746	
PHONE: 407-963-1977	
FAX: 407-963-1978	

GUNTER VILLAGE
A PLANNED URBAN DEVELOPMENT
LAKE MARY, SEMINOLE COUNTY, FLORIDA

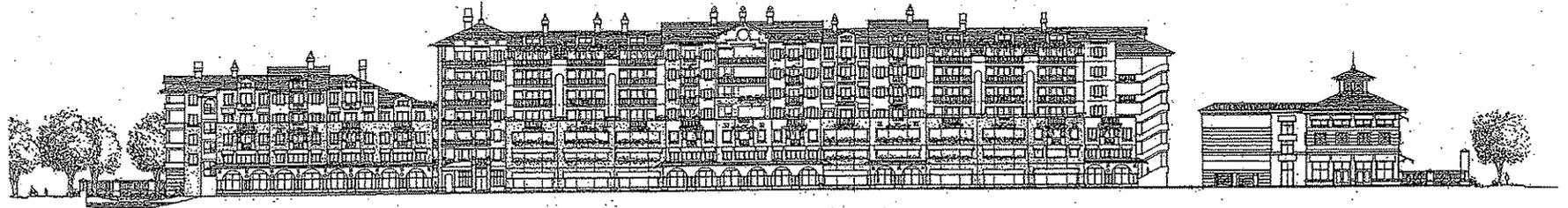
DRAWN BY: S. MCNEARY
REVIEWED BY: E. WELSH

PROJECT #: A010205
DATE: MAY 7, 2006

EVANS <i>group</i>	1000 JACKSON AVENUE, SUITE 200
	LAKE MARY, FLORIDA 32746
	PHONE: 407-963-1977
	FAX: 407-963-1978
	WWW.EVANSARCHITECTURE.COM
ARCHITECTURE & PLANNING	

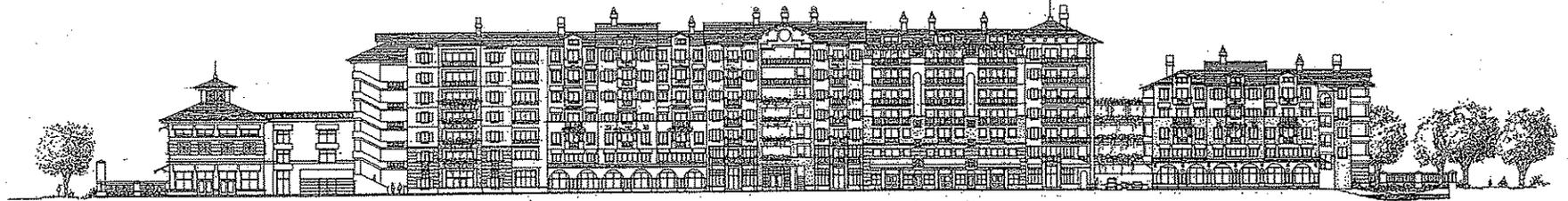
EL2

© COPYRIGHT 2006, THE EVANS GROUP. ALL RIGHTS RESERVED.



BUILDING 1- SOUTH CONCEPTUAL ELEVATION

SCALE: NTS



BUILDING 1- NORTH CONCEPTUAL ELEVATION

SCALE: NTS

GUNTER VILLAGE LLC
 231 VICKSBURG PARKWAY
 BRIDGES, TENNESSEE 37620
 PHONE: 615.734.3322
 FAX: 615.734.3322

GUNTER VILLAGE
 A PLANNED URBAN DEVELOPMENT
 LAKE MARY, SEMINOLE COUNTY, FLORIDA

DESIGNED BY: HOKUS
 PROJECT NO.: 2006-01

DATE: MAY 2, 2006

EVANS *group*
 ARCHITECTURE & PLANNING
 200 WEST ORANGE AVENUE
 SUITE 4000
 ORANGE, FLORIDA 32668
 TEL: 407.251.1111
 WWW: THEEVANSGROUP.COM
 CONTACT: INFO@EVANS.COM
 A COPYRIGHT 2006 THE EVANS
 GROUP. ALL RIGHTS RESERVED.

EL3

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On November 7, 2006, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Gunter Village, LLC

Project Name: Gunter Village PUD

Requested Development Approval: The applicant is requesting approval of the Final Master Plan and Developer's Commitment Agreement for the Gunter Village PUD, consisting of 12.20 ± acres located on the west side of International Parkway, north of the intersection of Colonial Center Parkway and International Parkway and south of the intersection of Pebble Ridge Lane and International Parkway.

The Board of County Commissioners has determined that the requested Final Master Plan and Developer's Commitment Agreement for the Gunter Village PUD are not consistent with the PUD Development Order and could not be supported.

After fully considering staff analysis titled "Gunter Village PUD Final Master Plan" and all evidence submitted at the public hearing on November 7, 2006, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested Final Master Plan and Developer's Commitment Agreement should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Carlton D. Henley, Chairman

EXHIBIT A**Legal Description**

ALL OF THOMAS'S REVISION, AMENDED PLAT SECOND ADDITION, SYLVAN LAKE, ACCORDING TO THE PLAT THEROF, AS RECORDED IN PLAT BOOK 7, PAGE 54, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, AND LOTS 1, 2 AND 3, PLAT OF THE TOWN OF SYLVAN LAKE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 69, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE SOUTH 13 CHAINS OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST, WEST OF THE WESTERN RIGHT-OF-WAY OF INTERNATIONAL PARKWAY AND SOUTH OF THE SOUTH LINE OF SEABOARD SYSTEM RAILROAD RIGHT-OF-WAY, SEMINOLE COUNTY, FLORIDA.