Rezoning Application:

Zoning Hearing Master Date:

PD 22-1387 January 17, 2023

BOCC Land Use Meeting Date:

March 7, 2023



Development Services Department

REVISED REPORT

1.0 APPLICATION SUMMARY

Applicant:	Kami Corbett, Esq. / Hill Ward Henderson, P.A.
FLU Category:	OC-20
Service Area:	Urban
Site Acreage:	5.43 AC +/-
Community Plan Area:	Wimauma
Overlay:	Wimauma Downtown Subdistrict B- Downtown Center
Request:	Rezoning to Planned Development



Request Summary:

The existing zoning is CI (Commercial Intensive) which permits general commercial and light industrial uses pursuant to the development standards in the table below. The proposed zoning for Planned Development (site plan controlled district) to allow a car a maximum of 100,000 square feet of mini warehouse and accessory uses pursuant to the development standards in the table below and site plan depicted in 2.4 of the report.

Zoning:				
	Current CI Zoning	Proposed PD Zoning		
Uses	Commercial, Light Industrial	Mini Warehouse uses		
Mathematical Maximums *	46,783.4 square feet	100,000 square feet		

*Mathematical Maximums may be reduced due to roads, stormwater and other improvements

Development Standards:				
	Current CI Zoning	Proposed PD Zoning		
Density / Intensity	Under the existing CI zoning district, a maximum of 46,783.4 square feet is allowable (based on 0.3 FAR).	Under the proposed PD 22-1387, a maximum of <u>0.64 FAR or 116,958 100,000</u> square footage is allowable (based in 0.75 FAR in OC-20) .		
Lot Size / Lot Width	20,000 sf / 100'	7000 sf / 70'		
Setbacks/Buffering and Screening	30' Front 20' feet buffer, Type B screening to Residential	30' Front 20' feet buffer, Type B screening to Residential		
Height	50 feet, except as defined in LDC 6.01.01 Lot Development standards, Endnotes 8 and 11.	50 feet Max.		

Case Reviewer: Tania C. Chapela

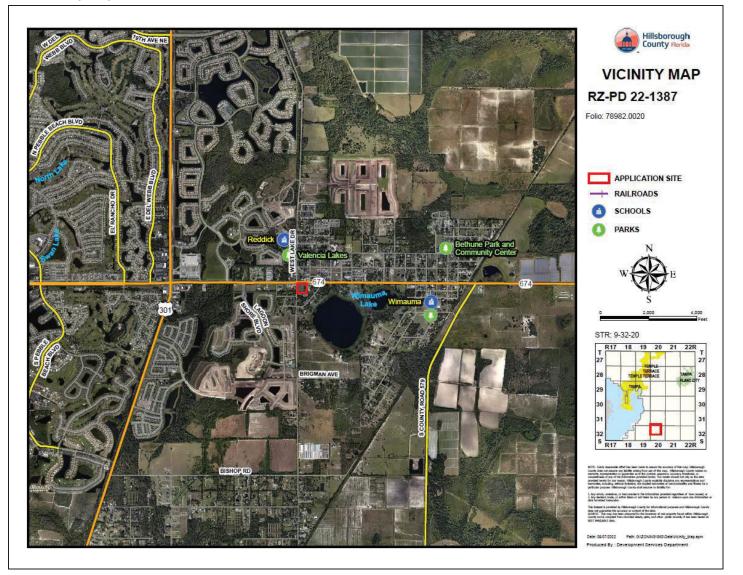
Additional Information:			
PD Variations	None requested		
Waiver(s) to the Land Development Code	None requested		
Planning Commission			

Planning Commission Recommendation	Consistent
Development Services Department Recommendation	Approvable, subject to conditions

Case Reviewer: Tania C. Chapela

2.0 LAND USE MAP SET AND SUMMARY DATA

2.1 Vicinity Map

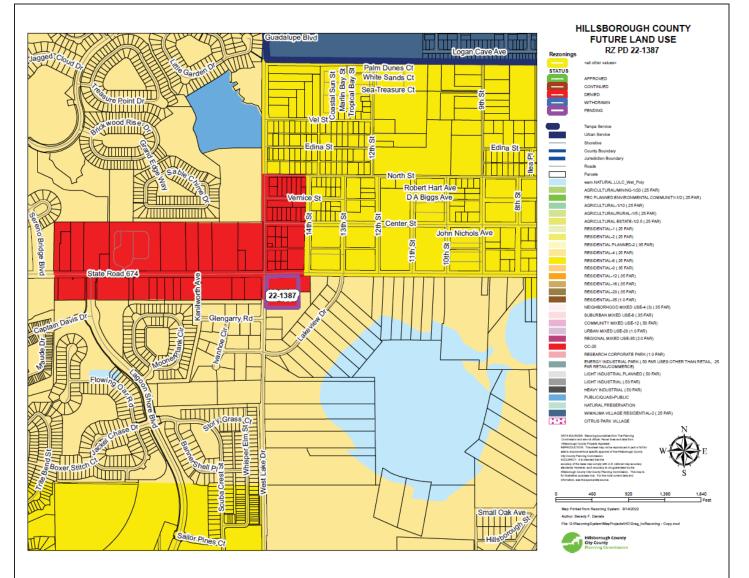


Context of Surrounding Area:

The parcel is located along State Road 674, a 2 lane divided arterial highway, with commercial zoning to the north. To the east is a light industrial development zoned CI. To the southeast is a vacant land allowed for commercial uses, including warehouse uses. To the west, across Lake Dr. is a property zoned RSC-6 occupied with a single family residential home.

2.0 LAND USE MAP SET AND SUMMARY DATA

2.2 Future Land Use Map

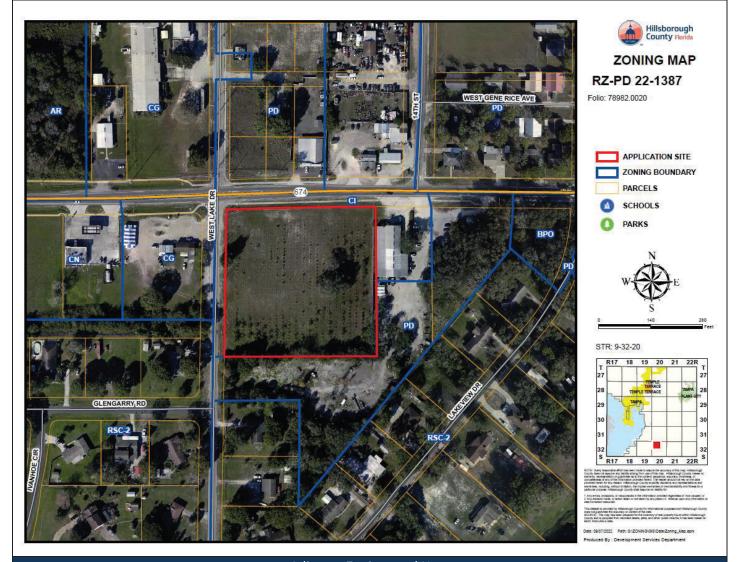


Subject Site Future Land Use Category:	Office Commercial-20
Maximum Density/F.A.R.:	0.75 FAR
Typical Uses:	Community Commercial, offices, mixed-use developments, compatible residential.

Case Reviewer: Tania C. Chapela

2.0 LAND USE MAP SET AND SUMMARY DATA

2.3 Immediate Area Map

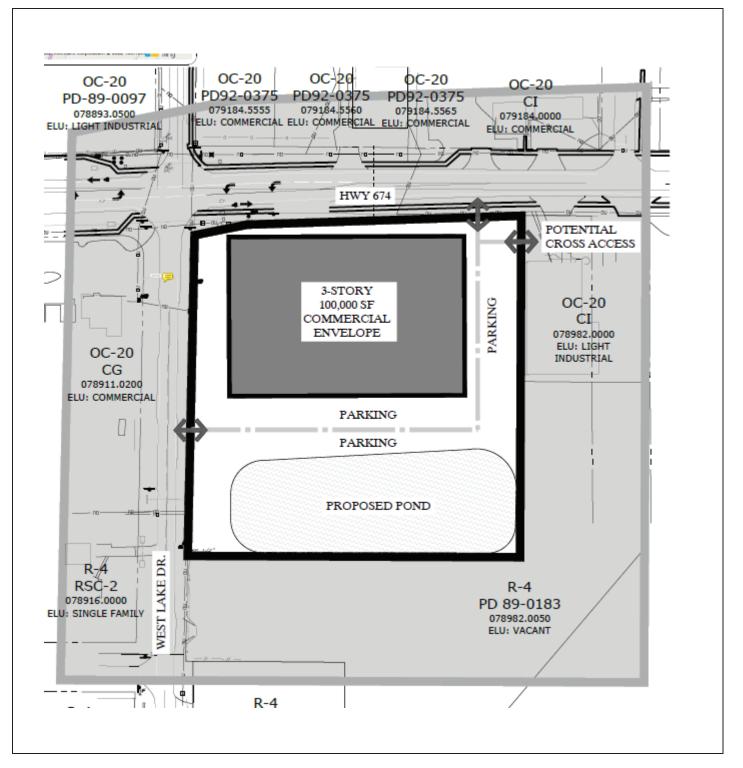


Adjacent Zonings and Uses				
Location:	Zoning:	Maximum Density/F.A.R. Permitted by Zoning District:	Allowable Use:	Existing Use:
North	PD ZC	4.7 DU/AC	Single family residential conventional or mobile homes, Open storage	Commercial
South	PD 89-0183	0.11 FAR	Commercial, offices, warehouse	Vacant
East	CI, PD 89-0183	0.3 FAR, 0.11 FAR	Light Industrial, Commercial, offices, warehouse	Light Industrial
West	CG	0.30 FAR	Commercial General uses	Commercial

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2.0 LAND USE MAP SET AND SUMMARY DATA

2.4 Proposed Site Plan (partial provided below for size and orientation purposes. See Section 8.0 for full site plan)



ZHM HEARING DATE:

RZ-PD 22-1387 January 17, 2023

3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Adjoining Roadways (check if applicable)				
Road Name	Classification	Current Conditions	Select Future Improvements	
SR 674	FDOT Principal Arterial - Rural	2 Lanes □Substandard Road □Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 	
West Lake Dr.	County Collector - Rural	2 Lanes ⊠ Substandard Road ⊠ Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 	

Project Trip Generation Not applicable for this request					
	Average Annual Daily Trips A.M. Peak Hour Trips P.M. Peak Hour Trips				
Existing	4,420	165	422		
Proposed	145	9	15		
Difference (+/-)	(-) 4,275	(-) 156	(-) 407		

*Trips reported are based on net new external trips unless otherwise noted.

Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding	
North	Vehicular &		Nono	MastalDC	
North	X	Pedestrian	None	Meets LDC	
South		None	None	Meets LDC	
Feet		Vehicular &	Vehicular &		
East		Pedestrian	Pedestrian	Meets LDC	
West	Х	Vehicular &	None	Meets LDC	
		Pedestrian			

Design Exception/Administrative Variance ONot applicable for this request					
Road Name/Nature of Request Type Finding					
Choose an item. Choose an item.					
	Choose an item.	Choose an item.			
Notes: See staff report for a discussion of special Wimauma Downtown Overlay District substandard road					
provisions, and required improvements as it relates to this and other area projects.					

4.0 ADDITIONAL SITE INFORMATION & AGENCY COMMENTS SUMMARY

INFORMATION/REVIEWING AGENCY			
Environmental:	Objections	Conditions Requested	Additional Information/Comments
Environmental Protection Commission	□ Yes ⊠ No	□ Yes ⊠ No	mornationy comments
Natural Resources	□ Yes ⊠ No	□ Yes ⊠ No	
Conservation & Environmental Lands Mgmt.	□ Yes ⊠ No	□ Yes ⊠ No	
 Check if Applicable: Wetlands/Other Surface Waters Use of Environmentally Sensitive Land Credit Wellhead Protection Area Surface Water Resource Protection Area Potable Water Wellfield Protection Area 	 Significant Wildlife Habitat Coastal High Hazard Area Urban/Suburban/Rural Scenic Corridor Adjacent to ELAPP property Other 		
Public Facilities:	Objections	Conditions Requested	Additional Information/Comments
Transportation Design Exception/Adm. Variance Requested Off-site Improvements Provided 	□ Yes ⊠ No	⊠ Yes □ No	
Utilities Service Area/ Water & Wastewater ⊠ Urban □ City of Tampa □ Rural □ City of Temple Terrace	□ Yes ⊠ No	□ Yes ⊠ No	
Hillsborough County School BoardAdequateK-5G-89-12N/AInadequateK-5G-89-12N/A	□ Yes ⊠ No	□ Yes ⊠ No	
Impact/Mobility Fees Self-Storage/Mini-Warehouse (Per 1,000 s.f.) Mobility: \$725*100 = \$72,500 Fire: \$32*100 = \$3,200			
Comprehensive Plan:	Findings	Conditions Requested	Additional Information/Comments
Planning Commission □ Meets Locational Criteria ⊠ N/A □ Locational Criteria Waiver Requested □ Minimum Density Met ⊠ N/A	□ Inconsistent ⊠ Consistent	□ Yes ⊠ No	

5.0 IMPLEMENTATION RECOMMENDATIONS

5.1 Compatibility

The proposed uses are comparable to the current CI (Commercial Intensive) allowed uses. Furthermore, the proposed project reduced the number of potential uses currently allowed in the subject property. The proposed $0.36 \\ 0.64$ FAR is within the 0.75 Maximum FAR allowable in the OC-20 Comprehensive Plan category.

Furthermore, the proposed building area will not intrude into the required setbacks, nor will decrease the required buffers or screening. Additionally, the increased FAR will have minimal impact on the transportation network. Per the Transportation Staff, the proposed rezoning would result in a decrease of trips potentially generated by the development of the subject site by 4,275 average daily trips.

Given the above, staff finds the proposed modification to be compatible with the surrounding properties and in keeping the general development pattern of the area.

5.2 Recommendation

Approval - Approval of the request, subject to the conditions listed below, is based on the general site plan submitted November 22, 2022.

Prior to certification of the General Development Plan (GDP), the applicant shall revise the GDP to:

Modify the label reading "Proposed Vehicular Cross Access" to instead state "Proposed Vehicular and Pedestrian Access/Cross-Access – See Conditions of Approval";

Modify site note 16 to eliminate the statement that the internal driveways may be gated. In order to comply with Section 3.23.10.C.1. of the LDC, connectivity between the shared access area and West Lake Dr. is necessary. If desired, the applicant may amend the note to state that a minimum of one driveway connection through the site, and connecting the eastern stubout and the project's West Lake Dr. access shall remain ungated; and,

Add a shaded area or other distinct crosshatching on the plan, as shown in red in the image below, and label in the legend "Shared Access Facility with Folio 07892.0000".

- 1. The project shall be permitted for a total of 100,000 square feet for a self-storage facility and accessory uses.
- 2. Development standards shall be provided as follows:

Minimum Lot Size:	7,000 square feet
Minimum Lot Width:	70 feet
Maximum F.A.R.:	0.75
Front setback:	20 feet
Maximum Building Height:	50 feet, three stories
Minimum Building Frontage	70%
Maximum Building Coverage:	40%
Maximum Impervious Surface:	75%

2.1 A 25-feet front setback along US Hwy. 674 ROW

- 2.2 Structures with a height greater than 20 feet shall be set back an additional two feet for every one foot of structure height over 20 feet. The additional setback shall be added to setbacks or buffers which function as a required rear and side yard.
- 3. Buffering and screening shall be in accordance with the LDC.
- 4. The project shall comply with Section 6.11.60 of the Hillsborough County Land Development Code (Mini Warehouse Locational and Design Requirements).
- 6. The project development shall prohibit the storage of hazardous materials. No storage unit shall be used for anything other than the storage of materials commonly defined by most typical mini warehouse storage facilities; i.e.: No units shall be used as an office, workshop space, residential dwelling, and shall not conduct any business of any kind.
- 7. The project shall comply with LDC Sec. 3.23.06 and 3.23.07 Wimauma Downtown Overlay Standards.
- 8. Notwithstanding anything herein or shown on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access may be permitted anywhere along the PD boundaries.
- 9. The project shall be served by (and limited to) one (1) access connection along the project's northern boundary, one (1) right-in/right-out access connection along the project's western boundary, and one (1) access/ cross-access connection along the project's eastern boundary.
- 10. The design of the right-in/right-out access connection to West Lake Dr. and any required improvements associated with that connection shall be determined during the site/construction plan review process.
- 11. As shown on the site plan, the area between the project's SR 674 access and the proposed access/cross-access along the eastern project boundary shall be considered a Shared Access Facility with folio 78982.0000, which will be subject to the regulatory requirements of the Florida Department of Transportation (FDOT).
- 12. Expect as may be otherwise specified herein these conditions, the project shall comply with and be subject to all applicable sections of Part 3.23.00 of the LDC, i.e. the Wimauma Downtown Overlay District standards, and all other applicable provisions of the Hillsborough County LDC.
- 13. The access point on the project's western boundary shall be constructed up to 28 feet east of the existing rightof-way, but shall not be utilized until such time as the substandard road improvements listed within an approved Design Exception for West Lake Dr. which was considered as a part of nearby PD 21-0959, specifically those portions of the improvements which are generally located between the subject PD's West Lake Dr. access and SR 674, are substantially complete. The access on West Lake Dr. shall be opened and in use within 90 days following the property owner's receipt of written notice from Hillsborough County that the substandard road improvements referenced above are substantially complete. Upon completion of these improvements, West Lake Dr. will meet the minimum essential elements criteria listed within Sec. 3.23.09 and no further substandard road improvements will be required to accommodate development within the subject PD.
- 14. The property owner shall dedicate and convey to Hillsborough County and/or FDOT all rights of-way and/or easements necessary to construct required site access improvements and offsite improvements set forth in Development Agreement between Hillsborough County, Lennar Homes, LLC and Hillsborough County Schools, which was approved at a June 7, 2022 public hearing of the Hillsborough County Board of County Commissioners

ZHM HEARING DATE:January 17, 2023BOCC LUM MEETING DATE:March 7, 2023

and which was recorded in the Official Records of Hillsborough County as Instrument #2022471185 on October 4th, 2022.

- 16. Consistent with the Hillsborough County Corridor Preservation Plan and FDOT PD&E study for the facility, the developer shall preserve a minimum of +/- 22-feet of right-of-way along the project's SR 674 frontage in order to accommodate future 4-laning of the facility. Only those interim uses allowed by the Hillsborough County Land Development Code shall be permitted within the preserved right-of-way. The right-of-way preservation area shall be shown on all future site plans, and building setbacks shall be calculated from the future right-of-way line.
- 17. In accordance with LDC Section 5.03.07.C, the certified PD general site plan shall expire for the internal transportation network and external access points, as well as for any conditions related to the internal transportation network and external access points, if site construction plans, or equivalent thereof, have not been approved for all or part of the subject Planned Development within 5 years of the effective date of the PD unless an extension is granted as provided in the LDC. Upon expiration, re-certification of the PD General Site Plan shall be required in accordance with provisions set forth in LDC Section 5.03.07.C.
- 18. If the notes and/or graphic on the site plan are in conflict with specific zoning conditions and/or the Land Development Code (LDC) regulations, the more restrictive regulation shall apply, unless specifically conditioned otherwise. References to development standards of the LDC in the above stated conditions shall be interpreted as the regulations in effect at the time of preliminary site plan/plat approval.

APPLICATION NUMBER:	RZ-PD 22-1387
ZHM HEARING DATE:	January 17, 2023
BOCC LUM MEETING DATE:	March 7, 2023

Zoning Administrator Sign Off:

. Brian Grady Tue Jan 17 2023 15:08:47

SITE, SUBDIVISION AND BUILDING CONSTRUCTION IN ACCORDANCE WITH HILLSBOROUGH COUNTY SITE DEVELOPMENT PLAN & BUILDING REVIEW AND APPROVAL.

Approval of this re-zoning petition by Hillsborough County does not constitute a guarantee that the project will receive approvals/permits necessary for site development as proposed will be issued, nor does it imply that other required permits needed for site development or building construction are being waived or otherwise approved. The project will be required to comply with the Site Development Plan Review approval process in addition to obtain all necessary building permits for on-site structures.

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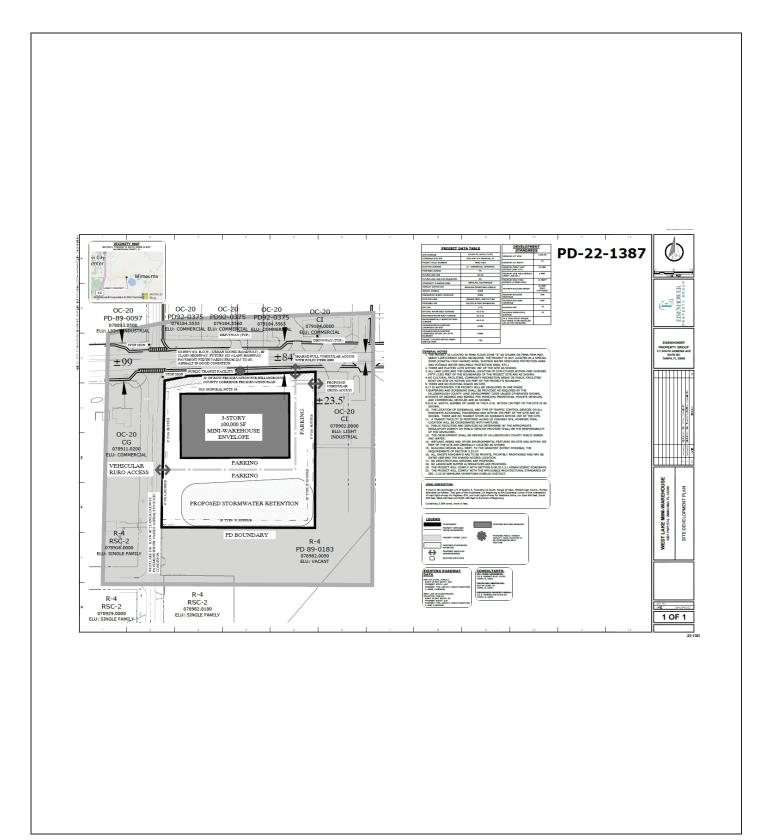
7.0 ADDITIONAL INFORMATION AND/OR GRAPHICS

None.

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8.0 PROPOSED SITE PLAN (FULL)



APPLICATION NUMBER:	RZ-PD 22-1387	
ZHM HEARING DATE:	January 17, 2023	
BOCC LUM MEETING DATE:	March 7, 2023	Case Reviewer: Tania C. Chapela

9.0 FULL TRANSPORTATION REPORT (see following pages)

AGENCY REVIEW COMMENT SHEET

TO: Zoning Technician, Development Services Department

DATE: 12/05/2022 Revised: 1/10/2023

REVIEWER: James Ratliff, AICP, PTP, Principal Planner

PLANNING AREA/SECTOR: WM/ South

AGENCY/DEPT: Transportation PETITION NO: RZ 22-1387

This agency has no comments.

This agency has no objection.

X This agency has no objection, subject to listed or attached conditions.

This agency objects for the reasons outlined below.

CONDITIONS OF APPROVAL

- 1. Notwithstanding anything herein or shown on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access may be permitted anywhere along the PD boundaries.
- 2. The project shall be served by (and limited to) one (1) access connection along the project's northern boundary, one (1) right-in/right-out access connection along the project's western boundary, and one (1) access/ cross-access connection along the project's eastern boundary.
- 3. The design of the right-in/right-out access connection to West Lake Dr. and any required improvements associated with that connection shall be determined during the site/construction plan review process.
- 4. As shown on the site plan, the area between the project's SR 674 access and the proposed access/cross-access along the eastern project boundary shall be considered a Shared Access Facility with folio 78982.0000, which will be subject to the regulatory requirements of the Florida Department of Transportation (FDOT).
- 5. Expect as may be otherwise specified herein these conditions, the project shall comply with and be subject to all applicable sections of Part 3.23.00 of the LDC, i.e. the Wimauma Downtown Overlay District standards, and all other applicable provisions of the Hillsborough County LDC.
- 6. The access point on the project's western boundary shall be constructed up to 28 feet east of the existing right-of-way, but shall not be utilized until such time as the substandard road improvements listed within an approved Design Exception for West Lake Dr. which was considered as a part of nearby PD 21-0959, specifically those portions of the improvements which are generally located between the subject PD's West Lake Dr. access and SR 674, are substantially complete. The access on West Lake Dr. shall be opened and in use within 90 days following the property owner's receipt of written notice from Hillsborough County that the substandard road improvements, West Lake Dr. will meet the minimum essential elements criteria listed within Sec. 3.23.09 and no further substandard road improvements will be required to accommodate development within the subject PD.

- 7. The property owner shall dedicate and convey to Hillsborough County and/or FDOT all rightsof-way and/or easements necessary to construct required site access improvements and offsite improvements set forth in Development Agreement between Hillsborough County, Lennar Homes, LLC and Hillsborough County Schools, which was approved at a June 7, 2022 public hearing of the Hillsborough County Board of County Commissioners and which was recorded in the Official Records of Hillsborough County as Instrument #2022471185 on October 4th, 2022.
- 8. Consistent with the Hillsborough County Corridor Preservation Plan and FDOT PD&E study for the facility, the developer shall preserve a minimum of +/- 22-feet of right-of-way along the project's SR 674 frontage in order to accommodate future 4-laning of the facility. Only those interim uses allowed by the Hillsborough County Land Development Code shall be permitted within the preserved right-of-way. The right-of-way preservation area shall be shown on all future site plans, and building setbacks shall be calculated from the future right-of-way line.

Other Conditions:

- Prior to certification of the General Development Plan (GDP), the applicant shall revise the GDP to:
 - Modify the label reading "Proposed Vehicular Cross Access" to instead state "Proposed Vehicular and Pedestrian Access/Cross-Access – See Conditions of Approval";
 - Modify site note 16 to eliminate the statement that the internal driveways may be gated. In order to comply with Section 3.23.10.C.1. of the LDC, connectivity between the shared access area and West Lake Dr. is necessary. If desired, the applicant may amend the note to state that a minimum of one driveway connection through the site, and connecting the eastern stubout and the project's West Lake Dr. access shall remain ungated; and,
 - Add a shaded area or other distinct crosshatching on the plan, as shown in red in the image below, and label in the legend "Shared Access Facility with Folio 07892.0000".



PROJECT SUMMARY AND TRIP GENERATION

The applicant is requesting to rezone a +/- 3.58 ac. parcel, from Commercial Intensive (CI) to Planned Development (PD). The applicant is requesting approval of 100,000 s.f. of mini-warehouse uses. The site is located within the Downtown Center portion of the Wimauma Downtown Overlay District (WDOD).

As required by the Development Review Procedures Manual (DRPM), the applicant submitted and trip generation analysis. Consistent with the DRPM, because the project generates fewer than 50 peak hour

trips no site access analysis was required to process the zoning request. Staff has prepared a comparison of the number of trips potentially generated under the existing and proposed zoning designations, generally consistent with the applicant's transportation analysis, utilizing a generalized worst-case scenario. Data presented below is based on the Institute of Transportation Engineer's (ITE) <u>Trip</u> <u>Generation Manual</u>, 10th Edition.

Existing Zoning:

Land Use/Size	24 Hour Two-	Total Peak Hour Trips	
Land Use/Size	Way Volume	AM	PM
CI, 46,783 s.f. Shopping Plaza (40-150k) – with Supermarket (ITE LUC 821)	4,420	165	422

Proposed Zoning:

Land Use/Size	24 Hour Two-	Total Peak Hour Trips		
Land Use/Size	Way Volume	AM	PM	
PD, 100,000 s.f. Mini-Warehouse Uses (ITE LUC 151)	145	9	15	

Trip Generation Difference:

	24 Hour Two-	Total Net Peak Hour Trips		
Land Use/Size	Way Volume	AM	PM	
Difference	(-) 4,275	(-) 156	(-) 407	

TRANSPORTATION INFRASTRUCTURE SERVING THE SITE

West Lake Dr. is a 2-lane, undivided, substandard, collector roadway characterized by +/- 20 feet of pavement in average condition. The roadway lies within a +/- 60-foot wide right-of-way along the project's frontage. There are no sidewalks along West Lake Dr. in the vicinity of the proposed project. There are no bicycle facilities on West Lake Dr. in the vicinity of the proposed project.

SR 674 is a 2-lane, undivided, principal arterial roadway owned and maintained by the Florida Department of Transportation. The roadway is characterized by +/- 24-foot wide travel lanes in average condition. The roadway lies within a +/- 80-foot wide right-of-way along the project's frontage. There are +/- 5-foot wide sidewalks along portions of the north and south sides of SR 674 in the vicinity of the proposed project. There are +/- 4-foot wide bicycle lanes (on paved shoulders) in the vicinity of the proposed project.

SR 674 is shown on the Hillsborough County Corridor Preservation Plan as a future 4-lane facility. According to FDOT staff, a PD&E was conducted for the area which identified 102 feet of right-of-way needed to accommodate the future 4-lane facility, of which 22 feet is required to be preserved south of the existing right-of-way, along the project's frontage.

SITE ACCESS AND CONNECTIVITY/ COMPLIANCE WITH WIMAUMA DOWNTOWN OVERLAY DISTRICT STANDARDS

The applicant is proposing one (1) full access connection to SR 674 and one (1) right-in/right-out connection to West Lake Dr. The applicant is also proposing an access/cross-access along the eastern project boundary. This access will fulfill the Sec. 6.04.03.Q. cross access requirements but also the special connectivity requirements of the WDOD, specifically Section 3.23.10.C.1. Because the SR 674 access does not meet FDOT access spacing requirements, the developer was required to designate the area between the SR 674 driveway and the access/cross-access as a Shared Access Facility serving adjacent

folio 78982.0000. This will permit FDOT the option of closing the access to the adjacent property upon its future development/redevelopment, in which case it would utilize the proposed shared access within the subject PD. Such configuration will improve spacing compliance and enhance safety within the corridor in the future.

Staff's original staff report included a condition requiring easements to be recorded to facilitate the Shared Access Facility. Subsequent to its filing, the applicant met with Development Services Department leadership who agreed to modify the condition to remove the requirement that easements be recorded in the Official Records of Hillsborough County. Staff notes that FDOT still intends to require an easement in order to mitigate the spacing deficiency; however, such issue will be left up to the FDOT through its permitting authority and not enforced through the subject PD.

No auxiliary (turn) lane improvements were found to be warranted pursuant to Section 6.04.04.D of the LDC.

SUBSTANDARD ROADS/ COMPLIANCE WITH WIMAUMA DOWNTOWN OVERLAY DISTRICT STANDARDS

The WDOD contains a special procedure, codified within Sec. 3.23.09 of the LDC, for addressing Substandard Roadways. This section modifies the standard application of Section 6.04.03.L. of the LDC, and places certain requirements on a project's ability to seek relief through the Section 6.04.02.B. Administrative Variance process and the Design Exception process described in Section 1.7.2. of the Transportation Technical Manual. Within the WDOD, determination of whether roadways are substandard are now based upon an evaluation of whether a roadway meets certain Essential Elements. West Lake Dr., as it exists today, does not meet all required Essential Elements, and as such is considered substandard.

Staff met with the applicant's transportation engineer to review the new code language and processes, and agreed that the project was intending to rely on improvements to be constructed by another developer in order to support development within two other previously approved PDs (specifically 21-0959 and 21-1342). These improvements were memorialized in a Design Exception prepared in support of 21-0959, dated February 22, 2022 and approved by the County Engineer on May 11, 2022. They were also memorialized in the tri-party Development Agreement between Hillsborough County, Lennar Homes, LLC and Hillsborough County Schools, which was approved at a June 7, 2022 public hearing of the Hillsborough County Board of County Commissioners. This agreement relied upon lands within the subject PD for the performance of the terms of the agreement, which were acquired by the applicant or another entity for that purpose, and certain improvements required within that agreement are necessary substandard road improvements for the subject PD. Specifically, once those substandard roadway improvements (shown in the DE/agreement and generally located between the project access and SR 674 improvements) have been constructed, the roadway will meet the required Essential Elements and will no longer be considered to be substandard per the special provisions of WDOD. The above referenced DE and Development Agreement have been appended to this report.

The applicant enquired as to whether staff could support a phased approach which will allow a portion of the entitlements to be constructed while the road remains in its existing condition. Staff was unable to support such arrangement, as the provisions of the WDOD do not permit such exception or phasing arrangement. Sec. 3.23.09.C.4. states that substandard roadway improvements must be made where "sufficient right-of-way exists to allow a developer to improve the substandard...roadway network..." Additionally, pursuant to Sec. 3.23.09.E. "A substandard roadway shall be improved prior to or concurrent with the phase of development which takes access to the substandard roadway."

Staff had initially filed a staff report which included a condition which required the developer of the subject PD (or another developer) to construct the applicable portion of the improvements upon which this project is relying to demonstrate compliance with applicable provisions of the WDOD. Subsequent to its

filing, the applicant met with Development Services Department leadership who agreed to modify the condition such that the property owner would only be required to construct the connection to West Lake Dr. when the aforementioned road improvements (by others) are substantially completed, and only then upon the written request of Hillsborough County. Staff notes that while the lack of a connection does allow the project to move forward without addressing substandard road improvements (which aren't triggered due to the lack of a connection), it does mean the project will not be compliant with special connectivity requirements contained within Sec. 3.23.10.C.1. of the WDOD regulations. Such non-compliant status is presumed to be temporary as the condition envisions County staff triggering the requirement for the developer to complete the connection once other developer substantially complete the substandard road improvements, and therefore no waiver/variance/PD variation (as may be appropriate) was required to address this temporary issue.

TRANSIT FACILITIES

Staff's initial staff report had included a condition addressing Sec. 6.03.09 requirements governing provision of required transit facilities. Subsequent to its filing, the applicant met with Development Services Department leadership who agreed to remove the condition; however, the project is subject to Sec. 6.03.09.C.3. of the LDC relating to public transit facilities.

As shown on the current HART system map (excerpt below), the project is located within the HARTFlex Zone, is immediately adjacent to a HARTFlex Route.



As shown in the Transit Development Plan, the area may be served by Flex or Micro-Transit in the future, as well as a local service route which runs adjacent to the site along 674 (excerpt provided below).



ROADWAY LEVEL OF SERVICE (LOS) INFORMATION

Information for West Lake Dr. was not included in the 2020 Hillsborough County LOS report. As such, LOS information for the facility cannot be provided. Information for the other adjacent roadway is provided below.

Roadway	From	То	LOS Standard	Peak Hour Directional LOS
SR 674	US 301	CR 579	D	С

Source: Hillsborough County 2020 Level of Service Report.



Agenda Item Cover Sheet

Agenda Item N° E-5

Data Luna 7 2022

Meeting Date June 7, 2022

Consent Section Regular Section Public Hearing

 Subject:
 Development agreement with Hillsborough
 County Schools (District) and Lennar Homes, LLC

(Development agreement with Hilsborough County Schools (District) and Lennar Homes, ELC (Developer) providing for construction by the Developer of improvements to West Lake Drive, as well as improvements to the intersection of West Lake Drive and SR 674, as alternative mobility fee satisfaction, which will support the impacts of a three-school educational campus on West Lake Drive, provide for satisfaction of school concurrency by payment of a proportionate share mitigation by Developer to the School District and for the Developer to construct and receive reimbursement for access and utility improvements required by the educational campus.

Department Name:	Development Services			
Contact Person:	Adam Gormly / Renge	. Keyers/	Contact Phone:	276-8422
Sign-Off Approvals:	^{ور}	Donna Budr	·e .	
			all_	5/26/2022
Assestant County Administrator	Dute	Dej	artment Director	Date
Management and Budget - Approved as to Finar	acial Impact Accuracy Date	Cos	inty Attomey - Approved as to Legal Sufficiency	Date

Staff's Recommended Board Motion:

Conduct the second of two required public hearings and approve a developer agreement with Hillsborough County Schools (District) and Lennar Homes, LLC (Developer). The agreement provides for construction by the Developer of improvements to West Lake Drive, as well as improvements to the intersection of West Lake Drive and SR 674, as alternative mobility fee satisfaction, which will support the impacts of a three-school educational campus on West Lake Drive. The agreement will also provide for the satisfaction of school concurrency by payment of a proportionate share mitigation by Developer to the School District and for the Developer to construct and receive reimbursement for access and utility improvements required by the educational campus.

Approval of this agreement item would not increase or decrease any County Departmental budgets.

Financial Impact Statement:

Approval of this agreement item would not increase or decrease any County Departmental budgets.

Background:

Hillsborough County Schools (District) filed major modification application MM 21-1342 seeking siting approval for a three-school educational campus on West Lake Drive in Wimauma south of SR 674 which was approved by the Board of County Commissioners at the May 10, 2022, Land Use Meeting. The campus will accommodate up to 2,517 pre-k through 8th grade students and up to 3,230 high school students. As part of the review of the school siting request, it was determined that improvements would be needed to West Lake Drive and the intersection of West Lake Drive and SR 674 in order to accommodate the traffic that would be associated with the school site.

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Lennar Homes, LLC (Developer) filed a rezoning request for a site proximate to and south of the proposed three-school educational campus on West Lake Drive (PD 21-0959), which was approved by the Board of County Commissioners at the May 10, 2022, Land Use Meeting.

The proposed agreement among the County, District and the Developer would provide for the Developer to construct roadway improvements to West Lake Drive and its intersection with SR 674 necessary to support the school site. Developer will reconstruct West Lake Drive from its current substandard condition to provide 11' travel lanes with curb and 10' bike/pedestrian paths on each side of the road which will be required as a condition of its rezoning. Developer will also improve the intersection of West Lake Drive and SR 674 to add turn lanes and signalize the intersection; the intersection improvements will be constructed as an alternative satisfaction of mobility fee obligations for several projects being developed by Lennar Homes. The estimated cost of the intersection improvements is \$2,995,000. For both the West Lake Drive and intersection improvements, Developer will be responsible for designing, permitting, acquiring land and construction of the improvements.

The proposed agreement also provides that Developer will construct site access improvements for the school site consisting of turn lanes and signalization of the main entrance and utility extensions to serve the schools. District will reimburse Developer directly for such work in an amount estimated to be \$2,857,388.

The proposed agreement will also serve as a school concurrency proportionate share agreement that would allow Developer to satisfy school concurrency through a proportionate share mitigation payment to District of up to \$3,927,831 based on residential unit count and product mix for the project.

The agreement has been presented to the Hillsborough County School Board which approved the agreement at its April 19, 2022 meeting. Subsequent to approval of the agreement by the Hillsborough County School Board a scrivener error was discovered regarding one of the Developer projects that was intended to qualify for alternative satisfaction of mobility fee obligations. An addendum has been] added to the agreement to provide a correct project reference and the School District has confirmed that such scrivener error correction does not affect the School District and therefore does not require any additional action by the School Board.

List Attachments: Development Agreement with Exhibits

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("<u>Agreement</u>"), is made and entered into by and between LENNAR HOMES, LLC, a Florida limited liability company (the "<u>Developer</u>"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (the "<u>County</u>") and HILLSBOROUGH COUNTY SCHOOLS (the "<u>District</u>").

PURPOSE STATEMENT

Pursuant to the Florida Local Government Development Agreement Act, <u>Florida Statutes</u> §§163.3220 - 163.3243, (the "<u>Act</u>"), the purpose of this Agreement is to establish cooperative efforts between the public and private sectors whereby:

- (a) Developer will design, permit, and construct: (i) certain roadway and mobility improvements to West Lake Drive (referred to herein as the "West Lake Improvements"), (ii) certain intersection improvement to West Lake Drive and State Road 674 (referred to herein as the "Intersection Improvements"), and (iii) certain public utility extensions (referred to herein as the "Utility Extensions") that confer benefits to the County and District greater than the impacts of Developer Project (as defined herein); and
- (b) District will reimburse Developer for a portion of the actual cost to design, permit, and construct the West Lake Improvements and Utility Extensions as more particularly set forth herein, and reimburse Developer in full for the actual cost to design, permit, and construct site access improvements into the District Property (referred to herein as the "District Access Improvements"); and
- (c) District and County will recognize the vested satisfaction of public school concurrency for Developer Project (as defined herein), subject to Developer making a Proportionate Share Mitigation (as defined herein) payment, which will enable the District to add the District Project (as defined herein) to the School District Five Year Facilities Plan at the time of its next annual update consistent with Section 163.3180(6)(h)(2)(c), <u>Florida</u> <u>Statutes</u> and this Agreement; and
- (d) County will recognize Developer's eligible costs to design, permit, and construct the Intersection Improvements (as defined herein), inclusive of acquiring necessary rightof-way and drainage easements, as alternative satisfaction of mobility fee obligations for the Developer Project, consistent with the Hillsborough County Mobility Fee Program Ordinance, Ordinance 16-8 (the "<u>Mobility Fee Ordinance</u>").

WITNESSETH

WHEREAS, Developer is the contract purchaser and authorized agent for the owners of land described on **Exhibit "A"** attached hereto (the "**Developer Land**") which is generally located within the Wimauma community east of West Lake Drive and north of Bishop Road; and

WHEREAS, Developer proposes to develop and construct a residential subdivision on the Developer Land (the "<u>Developer Project</u>") initially consisting of a maximum of two-hundred ninety nine (299) single-family attached and/or detached units pursuant to Planned Development Zoning RZ 21-0959, as may hereafter be amended (the "<u>Developer Zoning</u>"); and

WHEREAS, District is the fee simple owner of land described on <u>Exhibit "B"</u> attached hereto (the "<u>District Land</u>") which is located in close proximity to the Developer Land; and

WHEREAS, District proposes to develop and construct an educational campus consisting of elementary, middle, and high school facilities on the District Land (the "<u>District Project</u>") pursuant to Planned Development Zoning MM 21-1342 (the "<u>District Zoning</u>"); and

WHEREAS, the Developer Project and the District Project will require and/or benefit from roadway improvements and multi-use trail enhancements within the right-of-way for West Lake Drive between Bishop Road and State Road 674 (the "<u>WL Right-of-Way</u>"), as more particularly described in that Design Exception (dated February 22, 2022) attached hereto as <u>Exhibit "C"</u> (the "<u>West Lake Improvements</u>"); and

WHEREAS, District has agreed as a condition of the District Zoning as further implemented and agreed pursuant to this Agreement:

- (a) to dedicate to the County sufficient additional right-of-way to accommodate the West Lake Improvements adjacent to the District Land; and
- (b) to design, permit, and construct that portion of the West Lake Improvements adjacent to the District Land, together with site access improvements into the District Project ("<u>District Access Improvements</u>") as more particularly detailed on <u>Exhibit "D</u>;" and
- (c) to design, permit, and construct drainage facilities on the District Land, and grant easements in favor of the County over the same, sufficient to accommodate stormwater runoff from the West Lake Improvements as more particularly estimated on <u>Exhibit "E</u>."

The foregoing hereinafter described as (the "District Road Improvements"); and

WHEREAS, Developer has agreed as a condition of the Developer Zoning as further implemented and agreed pursuant to this Agreement:

- (a) to dedicate to the County sufficient additional right-of-way to accommodate the West Lake Improvements adjacent to the Developer Land; and
- (b) to fund the design, permit, and construct the West Lake Improvements, less and except the District Road Improvements that are directly adjacent to District Land, together with site access improvements into the Developer Project ("<u>Developer Access</u> <u>Improvements</u>"); and

(c) to design, permit, and construct drainage facilities on the Developer Land, and grant easements in favor of the County over the same, sufficient to accommodate stormwater runoff from the West Lake Improvements as more particularly estimated on **Exhibit "E."**

The foregoing hereinafter described as (the "Developer Road Improvements"); and

WHEREAS, the Developer Project is consistent with the Hillsborough County Comprehensive Plan; and

WHEREAS, the Developer Project will comply with all applicable land development regulations in effect at the time of permitting unless otherwise provided herein; and

WHEREAS, the Parties agree it would be most cost efficient, would minimize the impacts of roadway construction on the public, and otherwise be in the public interest for the Developer to design and construct the District Road Improvements concurrent with the Developer Road Improvements; and

WHEREAS, the Developer Project and the District Project will require and/or benefit from the extension of water and sewer mains within the WL Right-of-Way to serve their respective projects as graphically depicted on **Exhibit "F"** attached hereto (the "Utility Extensions"); and

WHEREAS, the Parties further agree it would be most cost efficient, would minimize the impacts of roadway construction on the public, and otherwise be in the public interest for the Developer to design and construct the Utility Extensions at time Developer constructs the Developer Road Improvements and District Road Improvements; and

WHEREAS, the District has agreed to reimburse Developer, pursuant to processes and procedures more particularly described in this Agreement, for (a) the actual costs to design, permit, and construct the District Road Improvements, which are directly adjacent to District Land, and (b) the District's proportionate share of the actual cost to design, permit, and construct the Utility Extensions based on the respective capacity need estimates for each project set forth on **Exhibit** "G" (collectively, the "District Funded Improvements"); and

WHEREAS, the County desires the construction of certain intersection improvements at West Lake Drive and State Road 674 as generally described on **Exhibit "H"** attached hereto (the "**Intersection Improvements**"), located within Mobility Fee Benefit District 4 pursuant to the Mobility Fee Ordinance; and

WHEREAS, the Intersection Improvements will require Developer to acquire additional right-of-way and drainage easements from other parcels of land located at the intersection (collectively, the "Intersection Right-of-Way"), which for purposes of this Agreement shall be considered part of the Intersection Improvements; and

WHEREAS, the County has added the Intersection Improvements to the County's sixyear capital improvement program contemporaneous with approval of this Agreement ("<u>Capital</u> <u>Plan Update</u>"); and

WHEREAS, pursuant to the Mobility Fee Ordinance, a developer may propose to construct, pay for, or contribute [to], a qualified capital improvement or right-of-way contribution to a mobility facility in the mobility network in order to satisfy its mobility fee obligation on a dollar-for-dollar basis (each such contribution being an "<u>Eligible Contribution</u>"); and

WHEREAS, the Intersection Improvements qualify as an Eligible Contribution pursuant to the Mobility Fee Ordinance that will confer an area-wide benefit to the mobility network beyond the geographic limits of the Developer Project, and will expedite the construction of such portion of the transportation network beyond what otherwise could be achieved, and, it is therefore deemed to be in the interest of the public health, safety, and welfare for the County to facilitate construction of the Eligible Contribution; and

WHEREAS, Developer has proposed to (i) dedicate, or cause the dedication of, the Intersection Right-of-Way to the County, and (ii) design, permit, and construct the Intersection Improvements consistent with the Capital Plan Update; and

WHEREAS, the County has agreed to recognize and accept the Intersection Improvements, inclusive of the Intersection Right-of-Way, which shall be accepted with the authorization of the party dedicating the Intersection Right-of-Way, as contributions toward alternative satisfaction of mobility fees for the Developer Project (as further defined in Section 3below), consistent with Mobility Fee Ordinance.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. <u>Whereas Clauses</u>. The Whereas clauses set forth above are incorporated herein by reference and made a part of this Agreement.

2. <u>Incorporation of Exhibits</u>. All exhibits hereto are incorporated herein as an integral part of this Agreement.

3. <u>Developer Project</u>. The Developer Project will consist of a maximum of twohundred ninety-nine (299) single-family attached and/or detached units pursuant to Planned Development Zoning RZ 21-0959, and may be modified and/or expanded by the Developer as described below:

a. Notwithstanding anything in this Agreement to the contrary, Developer shall have the right to (1) request an amendment to Developer Zoning, for purposes that include but are not limited to an increase in the number of approved residential units consistent with the Comprehensive Plan ("Developer Zoning Amendment") which if approved by the County will automatically become part of the Developer Project, and (2)

expand the Developer Project (in addition to the land and entitlements that are the subject of Developer Zoning), for all purposes set forth in this Agreement, to include the following contiguous, adjacent lands as part of a unified development:

i. Approximately 5.25 acres, commonly referred to as Folio 079525-0400, and proposed by Developer for a residential subdivision consisting of a maximum of twenty-one (21) single-family attached and/or detached units pursuant to Planned Development Zoning RZ 22-0443 (the "<u>West Lake Annex</u>").

In the event the above rezoning is approved by the County and Developer elects to include the West Lake Annex as part of the Developer Project, then upon written notice by Developer to County and District: (i) the Proportionate Share Mitigation for West Lake Annex shall be as set forth in **Exhibit "I"** such that Developer satisfies all public school concurrency obligations associated with the impacts of West Lake Annex, and (ii) the mobility fee obligations arising from the West Lake Annex may be alternatively satisfied by the Intersection Improvements consistent with the Mobility Fee Ordinance.

In the event a Developer Zoning Amendment is approved by the County that increases the number of approved residential units (i) the Proportionate Share Mitigation attributable to Developer Zoning Amendment shall be as set forth in **Exhibit "I"** such that Developer satisfies all public school concurrency obligations associated with the impacts of Developer Zoning Amendment, and (ii) the mobility fee obligations arising from the Developer Zoning Amendment may be alternatively satisfied by the Intersection Improvements consistent with the Mobility Fee Ordinance.

Developer understands and agrees that nothing contained in this Agreement shall be construed as County approval of any rezoning action or as a guarantee or promise that such approvals will be granted. Each rezoning application shall be reviewed on its own merits based on the laws, ordinances, rules, policies, and regulations in effect at the time of review.

b. Additionally, the County hereby agrees to recognize the Intersection Improvements, inclusive of the Intersection Right-of-Way, as contributions toward alternative satisfaction of mobility fees obligations for the following additional Developer projects, each of which are owned in fee simple by Developer and similarly located within Mobility Fee Benefit District 4, pursuant to the Mobility Fee Ordinance and consistent with Sections 7 and 8 of this Agreement:

i. That certain residential subdivision consisting of one hundred fortyseven (147) single-family attached and detached units the plat for which is recorded at Plat Book 141, Page 247 of the Hillsborough County Official Records and commonly referred to as "<u>South Creek Phases 2A, 2B, and 2C;</u>" and

ii. That certain residential subdivision consisting of seventy-one (71) single-family detached units the plat for which is recorded at Plat Book 142, Page

63 of the Hillsborough County Official Records and commonly referred to as "Touchstone Phase 6;" and

iii. That certain residential subdivision consisting of seventy-two (72) single-family detached units the plat for which is recorded at Plat Book 142, Page 173 of the Hillsborough County Official Records and commonly referred to as "**Ventana Phase 4**;" and

iv. That certain residential subdivision currently proposed for one hundred twenty-six (126) single family detached units as depicted on the Preliminary Plat for "<u>South Shore Pointe</u>" (Folio: 54985.0000 / HC Project ID 5630); and

The foregoing development projects shall be referred to in this Agreement as the "Additional Developer Projects."

Notwithstanding anything in this Agreement to the contrary, this Agreement is not intended, nor shall it be interpreted, to impose any obligations, limitations, or restrictions of any type on the Additional Developer Projects. The Additional Developer Projects are included for the sole and exclusive purpose of establishing the County's agreement to recognize the Intersection Improvements, inclusive of the Intersection Right-of-Way, as contributions toward alternative satisfaction of mobility fees obligations for any Additional Developer Projects approved in compliance with all applicable regulatory requirements and as provided in Sections 7 and 8 of this Agreement.

WEST LAKE IMPROVEMENTS

4. **Design, Permitting and Construction**. For purposes of the following obligations and requirements, the West Lake Improvements shall be inclusive of the District Road Improvements and the Developer Road Improvements.

a. <u>West Lake Improvements</u>. The West Lake Improvements shall be designed, permitted, and constructed as provided below.

b. **Design and Permitting**. Developer shall design and permit the West Lake Improvements, at its sole cost and expense, but subject to reimbursement by the District as provided for in Section 6, including but not limited to any additional boundary and topographic surveys, geotechnical/soil studies and reports, environmental studies, assessments and reports, engineering and design services, application preparation and submittal fees and permit issuance fees, and any other usual and customary costs and expenses. County and District agree to cooperate with the Developer in securing any and all permits and other approvals necessary to construct the West Lake Improvements.

c. <u>Construction</u>. Developer shall construct and complete the West Lake Improvements no later than <u>June 1, 2025</u>; <u>provided</u>, the Developer shall only be obligated to construct the District Access Improvements to the extent the District appropriates and fully funds the cost of constructing the District Funded Improvements.

d. <u>Additional Right-of-Way and Drainage Easements</u>. No later than the commencement of construction, Developer and District shall dedicate such additional right-of-way and drainage easements, as determined by issuance of all applicable government approvals and permits, which shall thereafter be deemed the minimum additional right-of-way and drainage easements necessary to construct the West Lake Drive Improvements. Upon such dedication, and for purposes of this Agreement, such additional right-of-way and easements shall be deemed part of the WL Right-of-Way as that term is used herein.

UTILITY EXTENSIONS

5. **Design, Permitting and Construction**: For purposes of the following obligations and requirements, the Utility Extensions shall be inclusive of the water and sewer mains as graphically depicted on **Exhibit "F."**

a. <u>Utility Extensions</u>. The Utility Extensions shall be designed, permitted, and constructed as provided below.

b. **Design and Permitting**. Developer shall design and permit the Utility Extensions, at its sole cost and expense, but subject to reimbursement by the District as provided for in Section 6, including but not limited to any additional boundary and topographic surveys, geotechnical/soil studies and reports, environmental studies, assessments and reports, engineering and design services, application preparation and submittal fees and permit issuance fees, and any other usual and customary costs and expenses. County and District agree to cooperate with the Developer in securing any and all permits and other approvals necessary to construct the Utility Extensions.

c. <u>Construction</u>. Developer shall construct and complete the Utility Extensions no later than <u>June 1, 2025</u>; <u>provided</u>, the Developer shall only be obligated to construct the Utility Extensions to the extent the District appropriates and fully funds the cost of constructing the District Funded Improvements.

d. <u>Additional Right-of-Way and Drainage Easements</u>. No later than the commencement of construction, Developer and District shall dedicate such additional right-of-way and drainage easements, as determined by issuance of all applicable government approvals and permits, which shall thereafter be deemed the minimum additional right-of-way and drainage easements necessary to construct the Utility Improvements. Upon such dedication, and for purposes of this Agreement, such additional right-of-way and easements shall be deemed part of the WL Right-of-Way as that term is used herein.

DISTRICT REIMBURSEMENT FOR DISTRICT FUNDED IMPROVEMENTS

6. **REIMBURSEMENT BY DISTRICT TO DEVELOPER.**

a. The District shall fund the actual costs to design, permit, and construct the District Funded Improvements.

b. The estimated cost of the District Funded Improvements, which includes the District Road Improvements and the District's proportionate share of the Utility Extensions, is <u>\$2,857,388.33</u> (See: <u>Exhibit "G"</u>). However, the District acknowledges that the actual costs for the District Funded Improvements could be less than or more than the estimated cost.

c. Subject to the terms, limitations and conditions of this Agreement, requests for reimbursement may be made by the Developer on a monthly basis by submission to the District of reimbursement requests satisfying the terms and conditions of this Agreement.

d. All requests for reimbursement shall be on a form approved by the District, and shall include, at a minimum, the line-item for which reimbursement is requested; the unit price for the line item; the date of submittal and requisition number; the person, firm, or corporation to whom payment was made; the amount of reimbursement being requested; and a detailed description of the services performed, or materials provided. In addition, documentation of all materials testing, and certifications as required by applicable technical standards shall be provided with requests for reimbursement, as and when applicable. The request must be accompanied by copies of paid bills, copies of checks, or other means of proving work was completed and paid for by the Developer. Each request for disbursement shall be accompanied by a certification from the contractor, if applicable, that the request is for expenses that have been incurred, together with lien waivers from all third-party contractors, subcontractors, and materialmen.

e. Within forty-five (45) days of receipt of a request for reimbursement of costs satisfying the terms and conditions of this Agreement, the District shall make a reimbursement payment to the Developer. All payments due to Developer under this Agreement shall be subject to Section 715.12, <u>Florida Statutes</u> (a.k.a. Florida Prompt Payment Act).

f. The District reserves the right to request additional commercially reasonable information in order to process a request for reimbursement or to waive any of the information required in this Section 6.

MOBILITY FEE ALTERNATIVE SATISFACTION AGREEMENT (INTERSECTION IMPROVEMENTS)

7. Eligible Contributions and Developer Obligations.

a. In connection with the Developer Project, the Developer proposes to construct, pay for, and/or contribute, or cause the contribution of, the following Eligible Contributions within the mobility network:

i. No later than **June 1, 2025**, dedicate, or cause the dedication of, the Intersection Right-of-Way; *provided*, no certificate of occupancy shall be issued for the Developer Project until such time as the Intersection Right-of-Way has been dedicated to the County or the mobility fees for the Developer Project have been paid; and

ii. No later than <u>June 1, 2025</u>, design, permit, and construct the Intersection Improvements at West Lake Drive and State Road 674; *provided*, no certificate of occupancy shall be issued for the Developer Project until such time as the Intersection Improvements is constructed and accepted for maintenance by the County and Florida Department of Transportation ("FDOT"), along with the required warranty bond, or the mobility fees for the Developer Project have been paid.

b. Developer acknowledges and agrees that <u>Exhibit "H"</u> is a general conceptual depiction of the Eligible Contributions only, and that the design details and specifications for the Eligible Contributions will be determined during the County's construction plan review process and permitting through the FDOT.

c. The estimated cost to design, permit, and construct the Intersection Improvements is \$2,995,000.00, although the actual value and cost for purposes of the alternative satisfaction of mobility fees shall be determined in accordance with the criteria set forth in the Mobility Fee Ordinance and this Agreement (See: Exhibit "G").

d. Upon dedication of the Intersection Right-of-Way within the time frame set forth herein, the actual, established value of such Eligible Contribution may be applied against mobility fee assessments for Developer Project, together with the Additional Developer Projects consistent with Section 7(d)(ii) below. Upon completion of the Intersection Improvements within the time frame set forth herein and acceptance by the County, the actual, established value of such Eligible Contribution may be applied against mobility fee assessments for Developer Project, together with the Additional Developer Projects consistent with Section 7(d)(ii) below.

i. When a certificate of occupancy is issued for the Developer Project, or an Additional Developer Project (consistent with Section 7(d)(ii) below), the established value of an Eligible Contribution shall be applied against the mobility fee assessment on a dollar-for-dollar basis, up to the value of the full value of such

Eligible Contribution or the mobility fee assessment for Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) below), whichever is lower. In the event the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) below), will be issued more than one certificate of occupancy, each time a certificate of occupancy is issued for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) below), the established value of the Eligible Contribution shall be applied against the mobility fee assessment on a dollar-for-dollar basis, up to the amount of the mobility fee assessed or the established value of such Eligible Contribution as reduced by any previous alternative satisfaction of mobility fees, whichever is lower. An Eligible Contribution may not be used in connection with the alternative payment of mobility fees for any development other than the Developer Project and Additional Developer Projects as defined in Section 3(b) above.

e. The Developer acknowledges and agrees that no reimbursement shall be made by the County to the Developer or to its successors or assigns for any Eligible Contribution, or portion thereof, the value of which exceeds the respective mobility fee assessment for the Developer Project, including the Additional Developer Projects as defined in Section 3(b) above. Notwithstanding the foregoing, and in recognition Developer is entering into this Agreement with limited engineering information upon which to estimate the costs and expenses associated with acquisition of the Intersection Right-of-Way and to design, permit, and construct the Intersection Improvements, the County agrees it shall consider in good faith, and act reasonably upon, any future Developer Projects should the actual costs and expenses substantially exceed the Estimated Costs set forth on **Exhibit "G."**

f. The Developer acknowledges that its agreement to construct the Intersection Improvements and dedicate or cause the dedication of the Intersection Rightof-Way by **June 1, 2025** is necessary to enable the District to put the District Project in its 5-year Work Plan, and to induce the County and the District to accept proportionate share mitigation for the Developer Project. Therefore, subject to instances of Force Majeure, as defined below, the Developer's failure to complete the Intersection Improvements and to dedicate or cause to be dedicated the Intersection Right-of-Way by **June 1, 2025** shall void any concurrency approvals for the Developer Project provided by this Agreement, regardless of any Proportionate Share Mitigation paid, except for those residential units for which Certificates of Occupancy have been issued consistent with the conditions of approval for Developer Zoning.

8. Eligible Contribution and County Obligations.

a. Contemporaneous with this Agreement, County shall add the Intersection Right-of-Way and Intersection Improvements to the County's Capital Plan Update in a manner that causes each to qualify as an Eligible Improvement pursuant to the Mobility Fee Ordinance; and further agrees such Eligible Improvements will not thereafter be removed from the County's Capital Plan.

b. Subject to Developer's dedication, or Developer causing such dedication, of the Intersection Right-of-Way within the time frame set forth in this Agreement, County agrees to apply the established value of such Eligible Contribution, as determined by the Mobility Fee Ordinance and this Agreement, to the mobility fee assessment for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), on a dollar-for-dollar basis, up to the value of the full value of the Intersection Right-of-Way or the mobility fee assessment, whichever is lower. County further agrees that in the event the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), will be issued more than one certificate of occupancy, and upon timely dedication of the Intersection Right-of-Way, each time a certificate of occupancy is issued for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), the established value of the Intersection Right-of-Way shall be applied against the respective mobility fee assessment on a dollar-for-dollar basis, up to the amount of the mobility fee assessed or the established value of such Eligible Contribution reduced by any previous alternative satisfaction of mobility fees, whichever is lower.

In event the Intersection Right-of-Way is not dedicated until after such time as mobility fees have been paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), upon application, the County shall refund mobility fees paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), up to an amount the lesser of the mobility fees paid for the Developer Project, or Additional Developer Project, or Additional Developer Project, above), up to an amount the lesser of the mobility fees paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), and the established value of the Eligible Contribution.

Subject to Developer's completion of the Intersection Improvements c. identified herein within the time frame set forth in this Agreement, County agrees to apply the established value of such Eligible Contribution, as determined by the Mobility Fee Ordinance and this Agreement, to the mobility fee assessment for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), on a dollar-fordollar basis, up to the value of the full value of the Intersection Improvements or the mobility fee assessment, whichever is lower. County further agrees that in the event the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), will be issued more than one certificate of occupancy, and upon timely completion of the Intersection Improvements, each time a certificate of occupancy is issued for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), the established value of the Intersection Improvements shall be applied against the mobility fee assessment on a dollar-for-dollar basis, up to the amount of the mobility fee assessed or the established value of such Eligible Contribution reduced by any previous alternative satisfaction of mobility fees, whichever is lower.

In the event the Intersection Improvements is not completed and accepted until after such time as mobility fees for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), upon application, the County shall refund mobility fees paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), up to an amount the lesser of the mobility fees paid for the Developer Project or Additional Developer Project (consistent with Section 7(d)(ii) above), and the established value of the Eligible Contribution.

DESIGN, PERMIT, AND CONSTRUCTION PROCEDURES

9. <u>Cooperation</u>. The Parties hereby covenant and agree to cooperate with one another in connection with the preparation, submission and processing of applications and related materials, studies and information necessary to obtain all regulatory approvals necessary to construct the West Lake Improvements (inclusive of the District Road Improvement and Developer Road Improvements) and the Intersection Improvements; *provided*, Developer and District shall be responsible for funding the cost and expense of such efforts as agreed pursuant to this Agreement.

Without limiting the foregoing, the District's cooperation shall include, at its sole cost and expense: (a) having a representative available, or having its consultants available, to participate in meetings with regulatory agencies having jurisdiction over the improvements contemplated under this Agreement, including but not limited to the Florida Department of Transportation and Southwest Florida Water Management District, (b) preparing and providing supporting materials, studies, and information as such matters relate to impacts of the District Project and/or related to the District Land, including but not limited to securing approval of methodologies and preparation of transportation analyses in a timely manner necessary for regulatory approval to construct the improvements contemplated under this Agreement, and (c) promptly responding to all requests for additional information necessary for Developer to successfully process all required applications

10. <u>Contractors and Subcontractors</u>. The Developer shall provide its services through properly licensed contractors or subcontractors, provided that the Developer shall be solely responsible for payment to such contractors or subcontractors, shall have the sole right to terminate such contractors or subcontractors, and shall indemnify and hold the District and County harmless for any claims by contractors or subcontractors for payment for work performed for which the Developer has (a) received reimbursement from the District pursuant to the terms of this Agreement, and/or (b) had the value of any Eligible Contribution applied by the County against mobility fee assessments for the Developer Project.

11. <u>Engineer of Record Insurance</u>. Prior to commencement of permitting, the Developer shall cause the engineer of record to include the County and District as an insured or additional insured on the engineer's policy of general liability insurance as to District Funded Improvements and Intersection Improvements.

12. Contractor Insurance and Bonding.

a. The Developer shall cause the contractor for the District Funded Improvements to name the District as insured or additional insured for all policies of insurance which the contractor is required to obtain in connection with District Funded Improvements, and shall furnish the District with certificates of insurance.

b. The Developer shall cause the contractor for the West Lake Improvements and Intersection Improvements to name the County as insured or additional insured for all policies of insurance which the contractor is required to obtain in connection with West Lake Improvements and Intersection Improvements, and shall furnish the County with certificates of insurance.

c. Upon completion and in conjunction with conveyance of such improvements to the County, the Developer shall provide a warranty bond to the County in conformance with the County's Land Development Code.

SCHOOL CONCURRENCY

13. <u>School Concurrency</u>. The County and District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards ("<u>Level of Service</u>")consistent with the terms of the current Interlocal Agreement between the District and County (the "<u>Interlocal Agreement</u>"), and the public school facilities and capital improvement elements of the Hillsborough County Comprehensive Plan for Hillsborough County (the "<u>Comprehensive Plan</u>"). At time of this Agreement:

a. Developer has submitted a concurrency application for Developer Project to the District (Concurrency Project No. 869), which assumes a maximum development and phasing schedule below as set forth on the *Phasing and Mitigation Table* attached hereto as **Exhibit "I."** (the "**Concurrency Application**"); and

b. At the adopted Level of Service standards, (i) adequate school capacity <u>is</u> <u>not available</u> to accommodate the elementary, middle, and the high school students the Developer Project is anticipated to generate within the concurrency services area or areas ("<u>Concurrency Service Area</u>"; "<u>Concurrency Service Areas</u>") in which the Developer Project is located; (ii) the needed school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Developer Project is located is also not available in any contiguous Concurrency Service Areas; and (iii) available school capacity will not be in place or under actual construction within three (3) years after the approval of the Developer Project; and

c. Authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard

for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

d. The Parties agree that public school concurrency shall be satisfied by the Developer's execution of and compliance with this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units ("**Proportionate Share Mitigation**"); and

e. The Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy all public school concurrency obligations for Developer Project is the payment of Proportionate Share Mitigation in the amounts set forth on the *Phasing and Mitigation Table* attached hereto as **Exhibit "1"** and made a part hereof; and

f. The Hillsborough County Land Development Code requires that proportionate share mitigation for proposed developments that cannot meet the adopted level of service standards for school facilities be assured by a legally binding development agreement between the District, the County, and the Developer; and

g. The Florida Local Government Development Agreement Act, Florida Statutes §§163.3220 - 163.3243, (the "<u>Act</u>"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and

h. Such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development; and

i. The Developer shall obtain the required permits for the Developer Project which may include, but shall not be limited to, the following:

- 1. FDEP Water
- 2. FDEP Sewer
- 3. FDEP/Army Corps Joint Dredge & Fill Permit
- 4. Hillsborough County Driveway Permit
- 5. Hillsborough County Building Permit
- 6. Hillsborough County Site Development Permits
- 7. Hillsborough County Right-of-Way Use Permits
- 8. SWFWMD Environmental Resource Permits/ Stormwater Management Permit/ Consumptive and/or Water Use Permit(s)

The failure of this Agreement to address a particular permit, condition, term, or restriction applicable to Developer Project shall not relieve the Applicant of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

14. <u>Proportionate Share Mitigation</u>. The Parties agree that the payment by the Developer of Proportionate Share Mitigation in the total maximum amount of \$3,927,831.00 for Developer Project is the appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Payment of the Proportionate Share Mitigation shall satisfy all public school concurrency obligations for the Developer Project; *provided*, payment of the appropriate portion of the Proportionate Share Mitigation shall be done in a manner consistent with the *Phasing and Mitigation Table*, which shall satisfy the public school concurrency obligations for that phase of the Developer's Project.

No later than preliminary plat approval, Developer shall notify the County and District of its total residential unit count and product mix for the Developer Project, or any phase(s) thereof ("**Developer's** <u>Capacity Notice</u>"). Concurrent with preliminary plat approval for subject Developer Project, or any phase(s) thereof, the District shall be authorized to administratively: (a) adjust the Proportionate Share Mitigation set forth on the *Phasing and Mitigation Table* should the total number of students generated by the subject Developer Project, or any phase(s) thereof, be less than contained in the Concurrency Application, (b) issue a Conditional Certificate of School Concurrency, subject only to payment of Proportionate Share Mitigation, for the subject Developer Project, or any phase(s) thereof, and (c) release any unused elementary, middle, and high school student seats reserved under this Agreement consistent with Developer's Capacity Notice, if applicable.

The Parties agree that the Proportionate Share Mitigation payment shall occur after preliminary plat approval and no later than the County's administrative Final Plat approval for subject Developer Project, or any phase(s) thereof. This payment shall be made directly to the District. Once the Developer has made a Proportionate Share Mitigation payment for the Developer Project, or any phase(s) thereof, the District shall issue a Final Certificate of School Concurrency, which shall become permanent to the extent of the capacity mitigated by the Proportionate Share Mitigation, and the Developer shall thereafter be entitled to rely on such Final Certificate of School Concurrency which right of reliance shall survive the expiration of this Agreement.

The Developer shall provide a report to the County and the District indicating the number of building permits and certificates of occupancy issued for the Developer Project with each preliminary plat or site construction plan submittal.

15. <u>Impact Fee Offset</u>. As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide an impact fee offset for the Developer Project toward any school impact fee or exaction imposed by ordinance of the County equal to Proportionate Share Mitigation payment(s) made by the Developer pursuant to this Agreement, on a dollar-for-dollar basis. In accordance with section 163.31801, <u>Florida Statutes</u>, all offsets shall be

assignable and transferable at any time after establishment to any other development or parcel within the County. Provided, however nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

16. <u>School Capacity Improvement</u>. The District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward the following school capacity improvement: **WEST LAKE EDUCATION CAMPUS** (the "Capacity Improvement"). The Capacity Improvement will be added to the School District Five Year Facilities Plan as adopted in the capital improvements element of the Comprehensive Plan at the time of its next annual update. As provided for in Hillsborough Comprehensive Plan, Public Schools Element, Policy 2.3.9, the Capacity Improvement shall be in place or under actual construction within three years after the issuance of the first Subdivision Final Plat or Site Development Construction Plan for the Developer's Project or the School District will provide for temporary capacity through the use of relocatable classrooms or other measures while funded schools or school expansions in the construction process.

17. <u>Statutory Compliance</u>. The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes. This Development Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Pursuant to Section 163.3233(1), Florida Statutes, the County's laws and policies governing the development of the Project at the time of the execution of this Development Agreement shall govern development of the Project for the duration of the Development Agreement. The County may apply subsequently adopted regulations and policies to the Project in accordance with the requirements of Section 163.3233(2), Florida Statutes.

18. **Release**. Upon the performance of all obligations of all Parties hereto as set forth in these school concurrency provisions (Sections 13 through 19 of this Agreement), the District shall release the Developer from the Proportionate Share Mitigation provisions of this Agreement, and the Developer shall release the District and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Developer's expense in the Official Records of Hillsborough County, Florida, evidencing such performance.

19. <u>Vesting</u>. As a material inducement to Developer entering into this Agreement, the District and County hereby acknowledge and agree that, subject to all applicable requirements of this Agreement being satisfied, the elementary, middle, and high school student seats necessary to accommodate the anticipated school capacity demands generated by the Developer Project, as contained in the Concurrency Application, and more particularly set forth on the Phasing and Mitigation Table, shall be reserved and deemed vested for use by Developer in connection with the Developer Project, and shall not expire or terminate, or otherwise be reduced, during the term of this Agreement unless expressly released in connection a Developer's Capacity Notice.

MISCELLANEOUS

20. <u>Binding Effect</u>. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

21. <u>Applicable Law; Jurisdiction; Venue</u>. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Hillsborough County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. <u>Joint Preparation</u>. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. <u>Exhibits</u>. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

24. <u>Captions or Paragraph Headings</u>. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

25. <u>**Counterparts**</u>. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.

26. **Effective Date and Duration**. This Agreement shall become effective upon recording (the "**Effective Date**"), consistent with Section 31 below, and shall remain in effect until the earlier of (a) ten years from the Effective Date, and (b) the date upon which all of the obligations of the parties provided for in this Agreement have been satisfied, unless otherwise extended or terminated as provided for herein, as evidenced by a release executed by the District and County and recorded in the Public Records of Hillsborough County (the "Term"). Prior to such satisfaction, this Agreement may be terminated only by mutual consent of the parties.

27. <u>Amendment</u>. This Agreement may be amended by mutual consent of the parties.

28. **Indemnity**. The Developer hereby agrees to indemnify and hold the County and District harmless against any and all claims for personal injuries, death, property damage, violations of law and any other losses, damages, charges or expenses, including attorney's fees, which may arise during the Term of this Agreement (hereinafter the "**Indemnification Period**"), as a result of the sole actions of the Developer and/or the Developer's agents, contractors, representatives, servants, employees, invitees, successors, subsidiaries or affiliates for actions performed pursuant to this Agreement. The Developer shall not indemnify (a) the County for any losses, damages, charges, or expenses arising from County's negligence or intentional misconduct, (b) the District for any losses, damages, charges or expenses arising from District's negligence or intentional misconduct, (c) nor for the act of any third party that is not an agent, contractor, representative, servant, employee, invitee, successor, subsidiary, or affiliate of the Developer. To the extent of any conflict with any right of way permit or other permit required by the County to

effectuate this Agreement, the Indemnity terms of this Agreement shall govern. Nothing herein shall be deemed a waiver of the sovereign immunity provisions of Section 768.28, Florida Statutes.

29. **Further Assurances**. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other parties in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

30. <u>Notices</u>. Any notices or reports required by this Agreement shall be sent to the following:

For the County:	County Administrator, Hillsborough County
	P. O. Box 1110
	Tampa, FL 33601

With a Copy to: Director, Public Works Hillsborough County P. O. Box 1110 Tampa, FL 33601

For the School District:

School Board of Hillsborough County Operations Division 901 E. Kennedy Blvd. Tampa, Florida 33602 Attention: General Manager, Growth Management

- With a Copy to: Hillsborough Public Schools County Attorney Attorney's Office: 901 E. Kennedy Blvd. Tampa, Florida 33602 Attention: School Board Attorney
- For the Developer: Attn: Parker Hirons, Vice President Lennar Homes, LLC 4600 West Cypress Street Suite 200 Tampa, Florida 33607

With a Copy to:	Brooks, Sheppard, & Rocha, PLLC
	Michael Brooks, Esquire
	Rebecca Kert, Esquire
	400 North Tampa Street Suite 1910
	Tampa, Florida 33602

31. <u>Notice and Recording</u>. The Developer will be responsible for and shall pay all costs related to providing notice and advertising this Agreement under Florida Statute § 163.3225 and recording of this Agreement. Notwithstanding anything herein to contrary, the Parties acknowledge that for purposes of the Act this Agreement shall be deemed entered into only upon Developer's acquisition and purchase of the Developer Land ("<u>Developer Closing</u>"). Developer shall deliver prompt notice of the Developer Closing to both the County and District, and County shall thereafter record this Agreement consistent with the Act, with a copy of the notice of Developer Closing attached to the Agreement as <u>Exhibit "J."</u>

32. <u>Limited Obligations of the School District</u>. This Agreement shall not be or constitute a general obligation or indebtedness within the meaning of the Constitution of the State of Florida. The obligations hereunder are limited and special obligations of the School District. The Developer shall never have the right to compel the exercise of the ad valorem taxing power or the use of ad valorem tax revenues of the School District to pay such obligation. The School District's obligations under this Agreement shall be payable solely from legally available non-ad valorem revenues of the School District.

33. Land Development Regulations. Notwithstanding anything contained in this Agreement to the contrary, the County does not, by this Agreement, abrogate any right it may have to grant or deny any particular land development regulatory approval, zoning classification or any applicable permit or approval with respect to development of the Developer Project and District Project.

34. <u>LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING</u> ACCESS TO RECORDS FOR CERTAIN SERVICES CONTRACTS.

The parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement, and that the inclusion of this statement and provisions below shall not be construed to imply that the Developer (or Contractor/Service Provider) has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Developer is acting on behalf of the County in any way or capacity whatsoever as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions in this Article are otherwise applicable to the Developer. As stated below, the Developer may contact the County's Custodian of Public Records with questions regarding the application of Public Records Law; however, the Developer is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Developer advice regarding its legal rights or obligations.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

813-307-1024 (telephone number) <u>perryc@hillsboroughcounty.org</u> (email address) 601 E. Kennedy Boulevard, 22nd Floor, Tampa FL 33602 (mailing address)

If under this Agreement, the Developer is providing services and is acting on behalf of the County or the District as provided under Section 119.011(2), Florida Statutes, the Developer will comply with public records law, and agrees to:

- i. Keep and maintain public records required by the County or the District to perform the service.
- ii. Upon request from the County's or the District's custodian of public records, provide the County or the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the contract if the Developer does not transfer the records to the County or the District as applicable.
- iv. Upon completion of the Agreement, transfer at no cost to the County and/or the District, as applicable, all public records in possession of the Developer or keep and maintain public records required by the County and/or the District to perform the service. If the Developer transfers all public records to the County and/or the District upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County and/or the District, upon request from the County's or the District's custodian of public records, in a format that is compatible with the information technology systems of the County and/or the District.

Failure of the Developer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, if applicable, shall be grounds for immediate unilateral termination of this Agreement by the County and the District.

35. <u>Assignment</u>. This Agreement shall run with the Developer Land and shall not be assigned except to a successor-in-title to Developer Land. Any such assignment shall be in writing, executed by both parties to the assignment, with a copy of said assignment delivered to the County

and District. No person or entity who is not a Party to this Agreement shall have any rights or obligations under this Agreement. The Parties intend that unless an assignment occurs consistent with this section, no other person or entity shall be a beneficiary of this Agreement.

Notwithstanding the forgoing, no Lot Owner shall have any rights or obligations under this Agreement. A "Lot Owner" shall mean an end-user of a lot created within the Developer Land with a completed residential unit constructed thereon for which a certificate of occupancy has been issued.

36. <u>Negation of Agent or Employee Status</u>. The Developer shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Developer or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of the Developer to be a representative, agent, subagent or employee of the County or District. In no event shall any provision of this Agreement make the County or District liable to any person or entity that contracts with or provides goods or services to the Developer in connection with the obligations set forth in this Agreement, or for any debts or claims of any nature accruing to any person or entity against the Developer. There is no contractual relationship, either express or implied, between the County or District and any person or entity supplying any work, labor, services, goods or materials to the Developer as a result of this Agreement.

37. <u>Applicable Laws and Regulations</u>. The Developer shall comply with all applicable laws, orders, and codes of federal, state and local governments as they pertain to this Agreement.

38. <u>Electronic Signatures Authorized</u>. The parties agree that this Agreement may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

39. **Force Majeure**. If the performance by a Party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, labor dispute, pandemic, lockdown/quarantine, governmental delay, or unavailability or scarcity of materials, then the deadline for completion of such obligation shall be extended by a like number of days, subject to the amendment of this Agreement by the parties. The foregoing shall not apply to any obligation to pay money due hereunder.

- Exhibit A: Developer Land Legal Description
- Exhibit B: District Land Legal Description
- Exhibit C: West Lake Improvements (Design Exception)
- Exhibit D: District Access Improvements

- Exhibit E: Drainage Facilities for Intersection and West Lake Improvements
- Exhibit F: Water and Sewer Main Extensions
- Exhibit G: Cost Estimates
- Exhibit H: Intersection Right-of-Way and Improvements
- Exhibit I: Proportionate Share Phasing and Mitigation Table
- Exhibit J: Notice of Developer Closing

THIS SPACE INTENTIONALLY LEFT BLANK

ADDENDUM

WHEREAS, prior to full execution of that certain DEVELOPMENT AGREEMENT ("<u>Agreement</u>"), is made and entered into by and between LENNAR HOMES, LLC, a Florida limited liability company (the "<u>Developer</u>"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (the "<u>County</u>") and HILLSBOROUGH COUNTY SCHOOLS (the "<u>District</u>"), the parties have become aware of a scrivener error; and

WHEREAS, the scrivener error affects the proper implementation of Sections 7 and 8 of the Agreement generally referred to as "Mobility Fee Alternative Satisfaction Agreement (Intersection Improvements);" and

WHEREAS, the scrivener error impacts only agreements between Developer and County, and does not impact agreements between the District and the Developer or County; and

WHEREAS, Developer and County desire to correct the scrivener error prior to final approval and execution by the County and include this Addendum as <u>Page 22-A of 36</u> of the final and fully executed Agreement.

WHEREAS, the District has provided Developer and County with confirmation that correction of the below scrivener error will not require further action by the District, which confirmation is attached hereto a <u>Composite Pages 22-B through 22-D of 36</u>; and

NOW, THEREFORE, Developer and County agree as follows:

1. Section 3(b)(ii) of the Agreement shall be corrected to delete the below strikethrough language, and the same replaced with the below underlined language:

ii. — That certain residential subdivision consisting of seventy-one (71) singlefamily detached units the plat for which is recorded at Plat Book 142, Page 63 of the Hillsborough County Official Records and commonly referred to as "<u>Touchstone Phase 6</u>;" and

ii. A maximum of seventy-one (71) single-family detached units located within the plat for which is recorded at Plat Book 140, Page 145 of the Hillsborough County Official Records and commonly referred to as "Belmont South Phase 2F;" and

Subject:	Re: WL Addendum - Scrivener Error
Date:	Thursday, May 26, 2022 at 10:53:05 AM Eastern Daylight Time
From:	Julia Mandell
To:	Michael Brooks
CC:	Christopher Farkas, Rebecca Kert, Adam J Gormly, michelle.orton@hcps.net, Nancy Takemori - Hillsborough County (takemorin@hillsboroughcounty.org), Renee Kamen
Attachments	: image001[49].png, image001[49].png

Ok. Then I don't see any issue with how you are proceeding.

Thank you

-Julia Mandell

	T 813.273.5000
Julia Mandell	D 813.273.5110
Real Estate and Land Use Section Chair	F 813.273.5145
The Florida Bar Board Certified in City, County	12VAVAVA
and Local Government Law	

GrayRobinson, P.A. - 401 East Jackson Street, Suite 2700, Tampa, Florida 33602

GRAYROBINSON ATTORNEYS | ADVISORS | CONSULTANTS

On May 26, 2022, at 10:51 AM, Michael Brooks <mbrooks@bsrfirm.com> wrote:

This message originated outside of GrayRobinson.

Thanks, Julia

We are proposing to place the Addendum as an insert (Page 22-A, which will fall before the collective signature pages) into the final and fully executed Agreement, without any additional signature pages. The Developer and County are agreeable to this approach.

So we aren't asking if the District will execute the Addendum; rather, we are asking whether the District is agreeable to this approach in handling the mutual mistake.

From: Julia Mandell <Julia.Mandell@gray-robinson.com> Date: Thursday, May 26, 2022 at 10:44 AM To: Michael Brooks <mbrooks@bsrfirm.com>, Christopher Farkas <christopher.farkas@hcps.net> Cc: Rebecca Kert <RKert@bsrfirm.com>, Adam J Gormly <gormlya@hillsboroughcounty.org>, michelle.orton@hcps.net

Page 1 of 3

<michelle.orton@hcps.net>, Nancy Takemori - Hillsborough County (takemorin@hillsboroughcounty.org) <takemorin@hillsboroughcounty.org>, Renee Kamen <renee.kamen@hcps.net> Subject: RE: WL Addendum - Scrivener Error

Michael

I did discuss this with Rebecca and it does not appear this would have any impact on the School District. That being said, if you the School District to sign this addendum, I will need to discuss with Chris, Michelle and Renee the process to obtain that signature. Thanks Julia

Julia Mandell	T 813.273.5000 D 813.273.5110
Real Estate and Land Use Section Chair	F 813.273.5145
The Florida Bar Board Certified in City, County	1 015.275.5145
and Local Government Law	a fr

GrayRobinson, P.A. • 401 East Jackson Street, Suite 2700, Tampa, Florida 33602

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This e-mail is intended only for the individual(s) or entity(s) named within the message. This e-mail might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. Should the intended recipient forward or disclose this message to another person or party, that action could constitute a waiver of the attorney-client privilege. If the reader of this message is not the intended recipient, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and to do so might constitute a violation of the Electronic Communications Privacy Act, 18 U.S.C. section 2510-2521. If this communication was received in error we apologize for the intrusion. Please notify us by reply e-mail and delete the original message without reading same. Nothing in this e-mail message shall, in and of itself, create an attorney-client relationship with the sender.

From: Michael Brooks <mbrooks@bsrfirm.com> Sent: Thursday, May 26, 2022 10:39 AM To: Christopher Farkas <christopher.farkas@hcps.net>; Julia Mandell <Julia.Mandell@grayrobinson.com> Cc: Rebecca Kert <RKert@bsrfirm.com>; Adam J Gormly <gormlya@hillsboroughcounty.org>; Nancy Takemori - Hillsborough County (takemorin@hillsboroughcounty.org)

<takemorin@hillsboroughcounty.org>; Renee Kamen <renee.kamen@hcps.net> Subject: WL Addendum - Scrivener Error

This message originated outside of GrayRobinson.

Chris / Julia

Attached is a proposed "Addendum" to the West Lake Agreement that will correct a scrivener error regarding one of the Lennar projects that qualifies for alternative mobility fee satisfaction consistent with the County Mobility Fee Ordinance. The original form of the Agreement, which has already been to the District for approval and execution, mistakenly included a Lennar project located in a different Mobility Fee District than the Intersection Improvements—therefore making that project ineligible for mobility fee satisfaction as contemplated by the Agreement.

Following a conversation with Adam Gormly this morning the proposed fix is to swap out the project identified in Section 3(b)(ii) for a different Lennar project in the correct Mobility Fee District, and to codify that change via the attached Addendum to be included as <u>Page 22-A of 36</u> of the final and fully executed Agreement.

The change in no way affects any agreements between the District and either the County of Developer, whether as to District costs or timing of construction of any improvements.

Second and final reading of the Agreement is scheduled for the June 7th BOCC. Developer and County are requesting District confirmation and concurrence that the scrivener error can be corrected in this manner without further District action.

Michael /

Please Note: I will be out of the office from June 10th through June 17th with very limited access to communications while away.

Michael Brooks



Brooks, Sheppard & Rocha, PLLC 400 N Tampa Street - Suite 1910 Tampa FL 33602 P 813 543 5900 | F 813 543 5901 Real estate. Real solutions. www.bsrfirm.com

The page(s) comprising this e-mail transmission contain(s) CONFIDENTIAL INFORMATION from Brooks Sheppard & Rocha; PLLC. This information is intended solely for the use by the individual entity named as recipient hereof. If you are not the intended recipient, be aware that any disclosure copying distribution or use of the contents of this transmission is prohibited. If you have received this message in error, please notify the sender immediately by telephone (813.543.5900) or by return e-mail to the sender.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

DEVELOPER

Vitnesses: Print Name: Print Name: (

LENNAR HOMES, LLC, a Florida Limited Liability Company

-	\sim
C	<i>U</i>
By: Fleve	In:th

Its: Vice President

Date: <u>5/6/22</u>

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of \mathbf{W} physical presence or \Box online notarization, this 10th day of May, 2022, by <u>Sleve Smith</u>, as <u>Nice Westdent</u> of LENNAR HOMES, LLC, a Florida limited liability company, for and on behalf of the Company. He/she is I personally known to me or I has as identification. produced

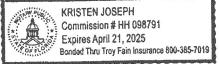
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Notary Public, State of Floric

Knisten Joseph Name of Notary Printed, Stamped or Typed Notary Seal:

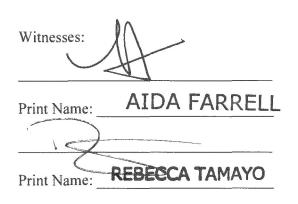


HILLSBOROUGH COUNTY

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA Attest: Cindy Stuart, Clerk By: By: Deputy Clerk Kimberly Overman Chair COUNT June 7, 2022 Date: Approved as to form and legar sufficiency: By: Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY FLORIDA DOCUMENT NO. 22-0591

SCHOOL DISTRICT



SCHOOL DISTRICT OF HILLSBOROUGH COUNTY, FLORIDA,

NADIA T. COMBS By:

Its: CHAIR

Date: 4/19/2022

ATTEST: SUPERINTENDENT OF SCHOOLS By: (Please Print)

EXHIBIT "A"

DEVELOPER LAND

Parcel 1:

Tracts 1 through 8, inclusive in the Southwest ¼ of Section 16, Township 32 South, Range 20 East of DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, as recorded in Plat Book 1, page 136, of the Public Records of Hillsborough County, Florida and all of vacated road lying South and adjacent to Tracts 5 through 8, inclusive of the aforesaid property, less the West 15.0 feet of Tracts 4 and 5 for additional right-of-way for Westlake Drive.

Less and except the lands as described in Official Records Book 11462, page 1649, Public Records of Hillsborough County, Florida, being further described as following:

A portion of Tract 4 in the Southwest 1/4 of Section 16, Township 32 South, Range 20 East of DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, as recorded in Plat Book 1, page 136, of the Public Records of Hillsborough County, Florida, more particularly described as: From the Northwest corner of the Southwest 1/4 of Section 16; run South (assumed), a distance of 167.0 feet; thence South 88°30' East and parallel to the North boundary of said Southwest 1/4, a distance of 30.0 feet for a point of beginning; thence continue South 88°30' East, a distance of 335.0 feet; thence South and parallel to the West boundary of Section 16, a distance of 225.0 feet; thence North 88°30' West, a distance of 335.0 feet; thence North, 225.0 feet to the point of beginning.

Also being described as follows:

From the Northwest corner of the Southwest 1/4 of Section 16; run S00°36'42" E, a distance of 167.0 feet; thence S89°10'30" E and parallel to the North boundary of said Southeast 1/4, a distance of 30.00 feet for a point of beginning; thence continue S89°10'30" E, a distance of 335.0 feet; thence S00°36'42" E and parallel to the West boundary of Section 16, a distance of 225.0 feet; thence N89°10'30" W, a distance of 335.0 feet; thence N00°36'42" W, 225.0 feet to the point of beginning.

Also less and except the lands as described in Official Records Book 13050, page 835, Public Records of Hillsborough County, Florida, being described as following:

Tract 8 in the SW 1/4 of Section 16, Township 32 South, Range 20 East, DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, according to the plat thereof recorded in Plat Book 1, page 136, Public Records of Hillsborough County, Florida, less the West 165.0 feet and less the South 165.00 feet thereof.

Parcel 2:

A portion of Tract 4 in the Southwest 1/4 of Section 16, Township 32 South, Range 20 East of DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, as recorded in Plat Book 1, page 136, of the Public Records of Hillsborough County, Florida, more particularly described as:

From the Northwest corner of the Southwest ¼ of Section 16; run South (assumed), a distance of 167.0 feet; thence South 88°30' East and parallel to the North boundary of said Southwest 1/4, a distance of 30.0 feet for a point of beginning; thence continue South 88°30' East, a distance of 335.0 feet; thence South and parallel to the West boundary of Section 16, a distance of 225.0 feet; thence North 88°30' West, a distance of 335.0 feet; thence North, 225.0 feet to the point of beginning.

EXHIBIT B

District Land

PARCEL 1 (Folio: 079005-0000):

The South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida LESS the North 208.75 feet thereof AND LESS a tract beginning 208.75 feet South and 523 feet East of the Northwest corner of said South 1/2; thence run South 25 feet, thence Southeasterly 84.2 feet to a point 308.75 feet South of North Boundary of South 1/2 of Southwest 1/4 of Southwest 1/4 and 561.25 feet East of the West boundary of Southwest 1/4; run thence East to the East boundary of the Southwest 1/4 of Southwest 1/4; thence run North 100 feet; thence run West to point of beginning, less West 30 feet thereof for road right-of-way.

PARCEL 2 (Folio: 079458-0200):

The North 1/2 of the Northwest 1/4 less the West 30 feet of the North 1/2 and less the West 15 feet of the South 1/2 of the Northwest 1/4 for road right-of-way and less tract described as beginning 629 feet North 01 ° 17'40" West and 665 feet North 85 ° 47'40" West of the Southeast corner of the North 1/2 of the Northwest 1/4 for Point of Beginning and run North 69° 53'40" West 328.5 feet North 66° 32'40" West 332.15 feet North 9° 42'20" East 305 feet more or less to Lake Wimauma Southeasterly along Lake 651 feet more or less to a point North 09° 42'20" East 376 feet more or less from Point of Beginning and South 09° 42'20" West 376 feet more or less to Point of Beginning less the following: From the Southeast corner of the North 1/2 of the Northwest corner North 01 ° 17'40" West 653.3 feet to South boundary 629 feet North 87° 37'40" West 978.5 feet to a point South 01 ° 17'40" West 653.3 feet more or less to Point of Beginning, all being in Section 16, Township 32 South, Range 20 East, Hillsborough County, Florida.

PARCEL 3 (Folio: 079458-0000):

A tract lying in the North 1/2 of the Northwest 1/4 of Section 16, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida, described as follows: From the Southeast corner of said North 1/2 of the Northwest 1/4 of Section 16, run North 1° 17'40" West along the East boundary of said North 1/2 of the Northwest 1/4 of Section 16 a distance of 629.0 feet; run thence North 85°47'40" West a distance of 665.0 feet; run thence North 69°53'40" West a distance of 328.5 feet to a point of beginning; From said point of beginning, run North 09°42'20" East approximately 329 feet to a point at the water's edge of Lake Wimauma, said point being hereby designated "Point Y"; beginning again at the point of beginning, run North 66°32'40" West a distance of 332.15 feet; run thence North 09°42'20" East approximately 305 feet to a point at the water's edge of Lake Wimauma; run thence Southeasterly along the water's edge of Lake Wimauma approximately 328 feet to a foredescribed "Point Y".

PARCEL 4 (Folio: 079458-0100):

A tract lying in the North 1/2 of the Northwest 1/4 of Section 16, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida, described as follows: From the Southeast corner of said North 1/2 of the Northwest 1/4 of Section 16 South a distance of 629.0 feet; run thence North

 $85^{\circ}47'40''$ West a distance of 665.0 feet to a point of beginning: From said point of beginning, nm North $09^{\circ}42'20''$ East approximately 376 feet to a point at the water's edge of Lake Wimauma, said point being hereby designated "Point X"; beginning again at the point of beginning, nm North $69^{\circ}53'40''$ West a distance of 328.5 feet; nm thence North $09^{\circ}42'20''$ East approximately 329 feet to a point at the water's edge of Lake Wimauma; nm thence Southeasterly along the water's edge of Lake Wimauma; nm thence Southeasterly along the water's edge of Lake Wimauma approximately 323 feet to aforedescribed "Point X".

PARCEL 5 (Folio: 079016-0050):

From the Northeast corner of Block 82, Revised Map of Wimauma, Plat Book 1, Page 13, of the Publib Records of Hillsborough County, Florida, nn South 599.1 feet to Southeast corner of said Block 82; East 10.49 feet to point on Northwesterly right-of-way of Hillsborough Street; S3 1°25'30"W along said Northwesterly right-of-way line, 1,964.07 feet to Point of Beginning. From Point of Beginning, nn S3 1°25'30"W, 160.03 feet to North right-of-way line, of South Lake Street; West along said North right-of-way line to West boundary of Northeast 1/4 of Section 16; North to water's edge of Lake Wimauma; Northeasterly along water's edge to point bearing N58° 34'35"W from Point of Beginning and nn S 58° 34'35"E, 805 feet more or less to Point of Beginning in Section 9, Township 32 South, Range 20 East. Also described as the following parcel:

A parcel ofland lying in Sections 9 and 16, Township 32 South, Range 20 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the NE corner of Block 82, Revised Map of Town of Wimauma, as recorded in Plat Book 1, Page 136 of the Public Records of Hillsborough County, Florida; thence on the East Boundary thereof, South 599.1 Feet to the SE corner of said Block 82; thence East, 10.49 feet to the Northwesterly Right-of-Way line of Hillsborough Street; thence on said Right-of-Way line S31°25'30"W, 1964.07 feet to the Point of Beginning; thence continue on said Right-of-Way line S31°25'30"W, 160.03 feet to the North Right-of-Way line of South Lake Street; thence on said Right-of-Way line, West, to the West Boundary of the Northeast 1/4 of Aforesaid Section 16; thence on said West Boundary, North to the waters edge of Lake Wimauma; thence Northeasterly on said waters edge to a point bearing N58°34'25"W from the Point of Beginning; thence S58°34'25"E, 805 feet more or less to the Point of Beginning.

PARCEL 6 (Folio: 079458-0250):

A tract lying in the North 1/2 of the Northwest 1/4 of Section 16, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida, described as follows: From the Southeast corner of said North 1/2 of the Northwest 1/4 of Section 16, run North 1° 17'40" West along the East boundary of said North 1/2 of the Northwest 1/4 of Section 16 a distance of 629.0 feet; run thence North 87° 37'40" West a distance of 978.5 feet to a point; run thence South 1° 17'40" West 653.3 feet to the South boundary of the North 1/2 of the Northwest 1/4 of said Section 16; run thence East along said South boundary a distance of 978.5 feet more or less to the point of beginning.

EXHIBIT "C"

WEST LAKE IMPROVEMENTS (DESIGN EXCEPTION)

LINCKS & ASSOCIATES, INC.



February 22, 2022

Mr. Mike Williams Hillsborough County Government 601 East Kennedy Blvd., 22nd Floor Tampa, FL 33602

Re: West Lake - Lennar PD 21-0959 Lincks Project No. 21019

The purpose of this letter is to request a Design Exception to the Hillsborough County Transportation Technical Manual per Section 1.7.2 to meet Land Development Code Section 6.04.03L for West Lake Drive from SR 674 to Bishop Road. The subject property is proposed to be rezoned to Planned Development to allow 299 Residential Dwelling Units.

According to the Hillsborough County Functional Classification Map, West Lake Drive is classified as a collector roadway and the subject site is within the Hillsborough County Urban Service Area.

Table 1 provides the trip generation for the proposed Planned Development.

The access to serve the project is proposed to be via one full access to West Lake Drive.

Lennar is working with the Hillsborough County School Board that proposes to construct 3 schools along the subject section of West Lake Drive. This Design Exception provides the improvements to West Lake Drive to enable the proposed development and the schools.

The request is for a Design Exception to TS-4 of the Hillsborough County Transportation Technical Manual for West Lake Drive. This segment of West Lake Drive is currently a two-lane roadway. The following exceptions are requested to accommodate the proposed project.

- 1) Bike Lanes TS-3 has 7 foot buffered bike lanes. The existing roadway is a rural roadway with no bike lanes.
- 2) Sidewalk TS-7 has sidewalk on both sides of the roadway. There is currently some sidewalks along portions of the roadway.

The justification for the Design Exception is as follows:

The developer proposes two alternative sections. The first is where there is sufficient right of way to provide the proposed section which is shown in Figure 1. Figure 2 illustrates the proposed section where right of way is limited and/or there are design constraints. The primary difference in these sections is the distance from the back of the curb to the sidewalk. It should be noted that the distance between the back of the curb and sidewalk can vary depending on the right of way and roadway constraints. This section will be minimized to the greatest extent feasible. The sections include the following:

- Bike Lanes Due to the three schools that are proposed along the subject segment of West Lake Drive, 10 foot sidewalks are proposed on each side of West Lake Drive in lieu of the bike lanes. From a safety standpoint, the 10 foot sidewalks provide a better option for students walking and riding bikes to school than students riding bikes within West Lake Drive or pedestrian and bikes on a 5 foot sidewalk. Due to right of way constraints along the roadway, it is not feasible to provide the bike lanes and the 10 foot sidewalks.
- Sidewalk 10' sidewalk on both sides of the roadway are proposed instead of the bike lanes. As stated above, given the roadway will serve the 3 schools, the 10 foot sidewalks provide a better option for the school students.

Based on the above, it is our opinion, the proposed improvements to West Lake Drive will mitigate the impact of the project and meet the intent of the Transportation Technical Manual to the extent feasible.

Please do not hesitate to contact us if you have any questions or require any additional information.

Best Regards Steven J Henry President/ Lincks & Associates, Inc. P.E.#51555



Based on the information provided by the applicant, this request is:

_____ Disapproved

_____ Approved

_____ Approved with Conditions

If there are any further questions or you need clarification, please contact Sheida L. Tirado, P.E.

Sincerely,

Michael J. Williams Hillsborough County Engineer

ENERATION
TRIP GE

TABLE 1

PM Peak Hour Trip Ends (1)	In Out Total	183 108 291
AM Peak Hour Trip Ends (1)	Out Total	163 217
	rip Ends In	2,848 54
	Size	299 DU's
Ë	LUC	210
	Land Use	Single Family

(1) Source: ITE Trip Generation Manual, 11th Edition, 2017.

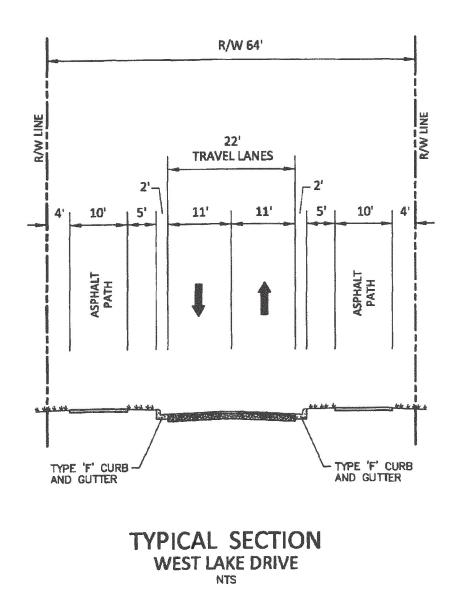


FIGURE 1

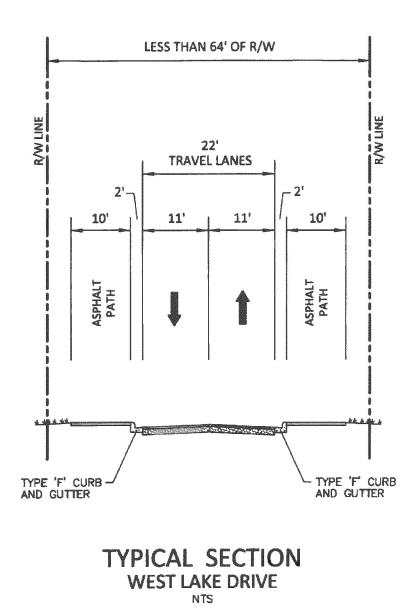


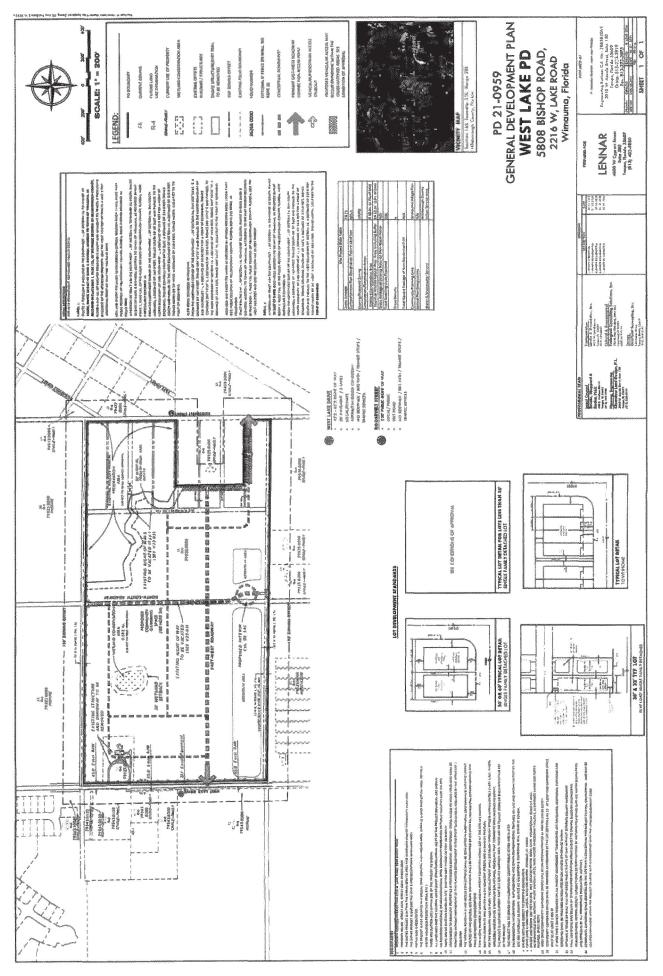
FIGURE 2

APPENDIX



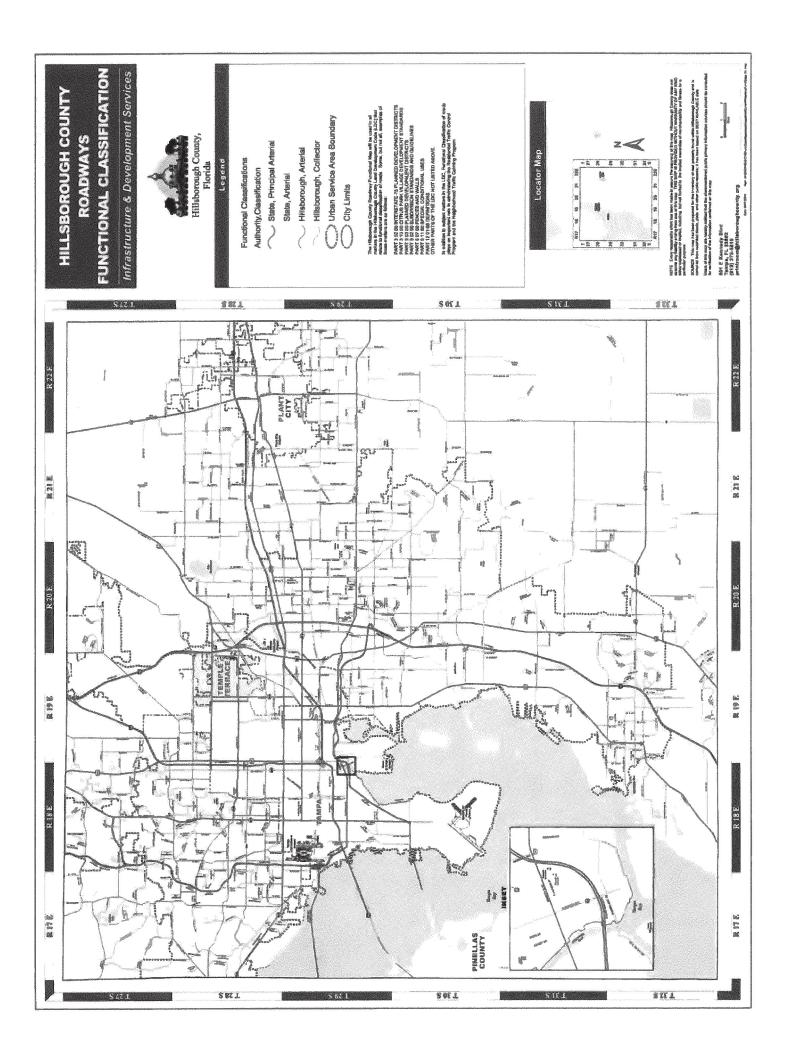
PD PLAN





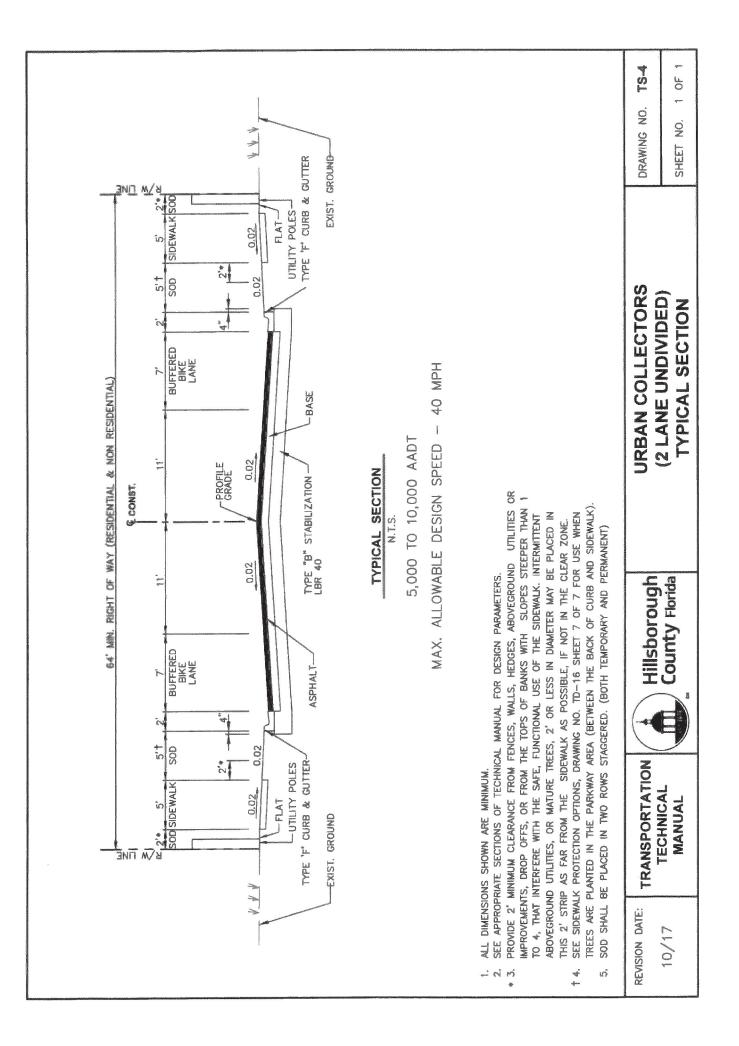
HILLSBOROUGH COUNTY ROADWAYS FUNCTIONAL CLASSIFICATION MAP





TS-4





ITE - TRIP GENERATION MANUAL, 11TH EDITION



PERIOD SFTTING

Analysis Name :	New Analys	is					
Project Name :	West Lake -	Lennar	No:				
Date:	1/31/2021		City:				
State/Province:			Zip/Po	stal Code:			
Country:			Client	Name:			
Analyst's Name:			Editior	1:	Trip Genera Ed	ation Ma	nual, 10th
Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday	Best Fit (LOG) Ln(T) = 0.92Ln(X) +2.71	1424 50%	1424 50%	2848

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
210 - Single-Family Detached Housing	0 %	1424	0 %	1424

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
210 - Single-Family Detached Housing	2848	0	0	2848

ITE DEVIATION DETAILS

Weekday	
Landuse	No deviations from ITE.
Methods	No deviations from ITE.
External Trips	210 - Single-Family Detached Housing (General Urban/Suburban) ITE does not recommend a particular pass-by% for this case.

Total Entering 14	424
Total Exiting 14	424
Total Entering Reduction 0	
Total Exiting Reduction 0	
Total Entering Internal Capture Reduction 0	
Total Exiting Internal Capture Reduction 0	
Total Entering Pass-by Reduction 0	
Total Exiting Pass-by Reduction 0	
Total Entering Non-Pass-by Trips 14	424
Total Exiting Non-Pass-by Trips 14	424

PERIOD SETTING

Analysis Name :	New Analys	s					
Project Name :	West Lake -	Lennar	No:				
Date:	1/31/2021		City:				
State/Province:			Zip/Post	al Code:			
Country:			Client Na	ime:			
Analyst's Name:			Edition:		Trip Gene Ed	ration Ma	anual, 10th
Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN) T = 0.71 (X)+4.8	54 25%	163 75%	217

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
210 - Single-Family Detached Housing	0 %	54	0 %	163

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
210 - Single-Family Detached Housing	217	0	0	217

ITE DEVIATION DETAILS

Weekday, Peak	Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.
Landuse	No deviations from ITE.
Methods	No deviations from ITE.
External Trips	210 - Single-Family Detached Housing (General Urban/Suburban) ITE does not recommend a particular pass-by% for this case.

Total Entering	54
Total Exiting	163
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	54
Total Exiting Non-Pass-by Trips	163

PERIOD SETTING

Analysis Name : Project Name : Date: State/Province:	New Analys West Lake - 1/31/2021		No : City: Zip/Posti Client Na				
Country: Analyst's Name: Land Use	Independent Variable	Size	Edition:			ation Ma Exit	nual, 10th Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LOG) Ln(T) = 0.96Ln(X) +0.	183 2 63%	108 37%	291

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
210 - Single-Family Detached Housing	0 %	183	0 %	108

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
210 - Single-Family Detached Housing	291	0	0	291

ITE DEVIATION DETAILS

Weekday, Peak H	Hour of Adjacent	Street Traffic, C	One Hour	Between 4 and 6 p.n	п.
-----------------	------------------	-------------------	----------	---------------------	----

Methods No deviations from ITE.

External Trips 210 - Single-Family Detached Housing (General Urban/Suburban) ITE does not recommend a particular pass-by% for this case.

Total Entering	183
Total Exiting	108
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	183
Total Exiting Non-Pass-by Trips	108

EXHIBIT "D"

DISTRICT ACCESS IMPROVEMENTS

Intersection	Turn Lane Movement	Turn Lane Length (Queue + Deceleration)	Signalization
West Lake Drive &	Southbound Left	580 Feet	Yes
Northern Driveway	Northbound Right	235 Feet	
West Lake Drive &	Southbound Left	460 Feet	No
Southern Driveway	Northbound Right	235 Feet	

EXHIBIT "E"

DRAINAGE FACILITIES INTERSECTION AND WEST LAKE IMPROVEMENTS

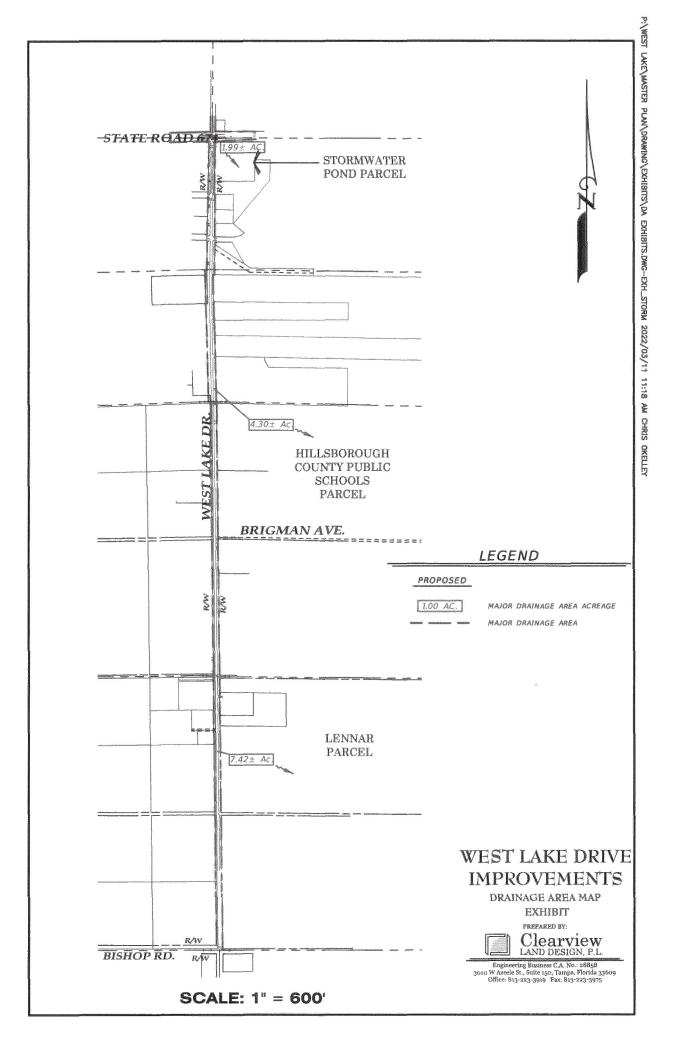
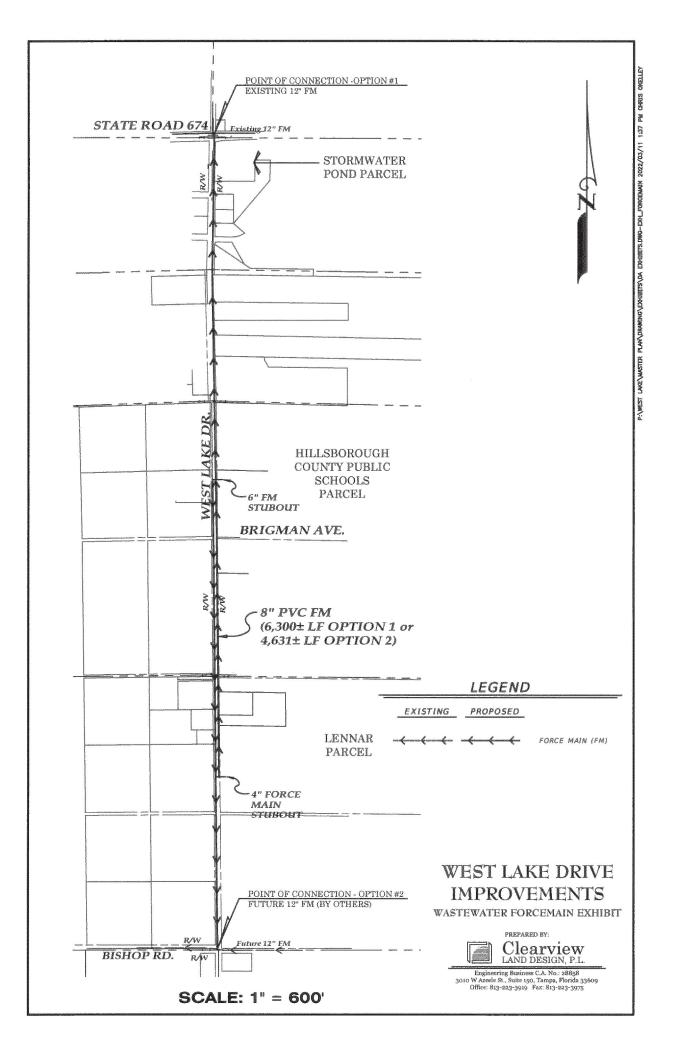


EXHIBIT "F"

WATER AND SEWER EXTENSIONS



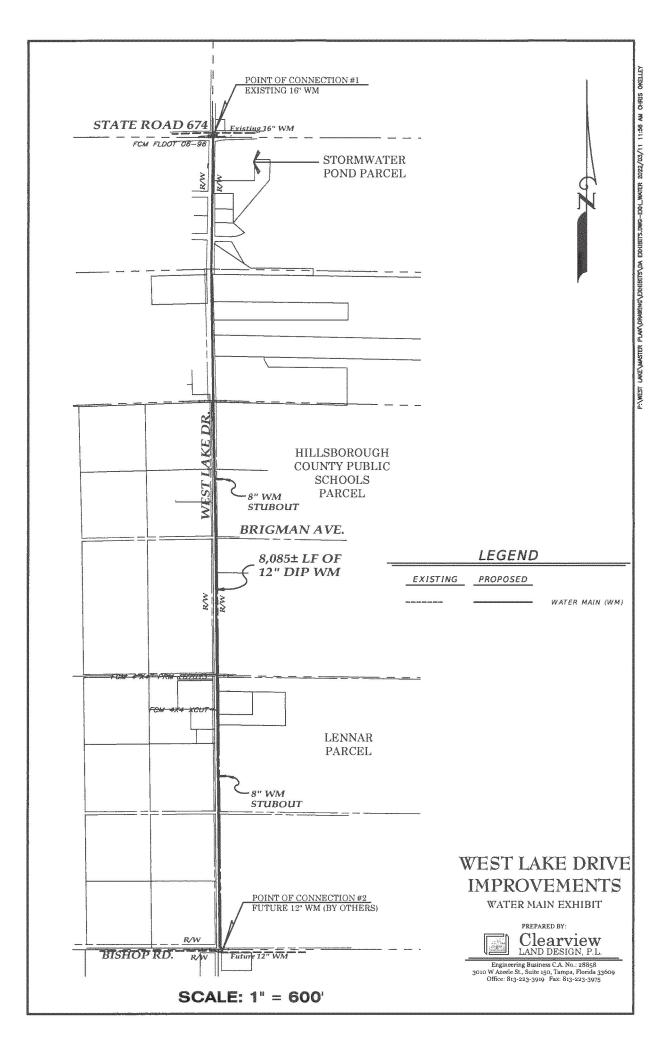


EXHIBIT "G"

COST ESTIMATES



PROJECT: WEST LAKE DRIVE IMPROVEMENTS DEVELOPMENT AGREEMENT COST ESTIMATE

ESTIMATED ROADWAY IMPROVEMENTS (West Lake Dr.) - Bishop Rd. to SR 674

Roadway	
Roadway Improvements	\$4,268,692.28
Signing & Pavement Markings	\$90,980.00
Lighting	\$1,055,717.82
Stormwater Pond Construction	\$125,000.00
Component Sub-Total	\$5,540,390.10
MOT (10%)	\$554,039.01
Component Sub-Total	\$6,094,429.11
MOB (Mobilization) (10%)	\$609,442.91
Component Sub-Total	\$6,703,872.02
PU (Project Unknowns) (5%)	\$335,193.60
Roadway Grand Total	\$7,039,065.62
Utilities	
12" DIP Water Main (8,380+/- LF)	\$915,000.00
8" PVC Force Main (6,300+/- LF)	\$838,000.00
Utilities Total	\$1,753,000.00
Grand Total	\$8,792,065.62

:hool District Roadway Proportionate Share Calcs

/est Lake Rd. Improvements - Total Length = 8,020 LF

School District Front Footage = 1,286 LF \$1,128,708.03 (16.0% of Roadway Grand Total)

Water Proportionate Share per estimated demand	\$280,964.67	(30.7% of Water Main Total, See Page 2)
Vastewater Proportionate Share per estimated demand	\$270,215.63	(32.24% of Force Main Total, See Page 2)

ESTIMATED SCHOOL DISTRICT ACCESS IMPROVEMENTS (West Lake Drive)

Intersection Improvements	\$325,000.00
Signing & Pavement Markings	\$17,500.00
Lighting	\$35,000.00
Signalization	\$800,000.00
Grand Total	\$1,177,500.00

ESTIMATED INTERSECTION IMPROVEMENTS (West Lake Dr. & SR 674)

Intersection Improvements	\$2,000,000.00
Signing & Pavement Markings	\$45,000.00
Lighting	\$150,000.00
Signalization - SR 674 & West Lake Road	\$800,000.00
Grand Total	\$2,995,000.00

ESTIMATED WATER DEMANDS:

PROJECT	# OF UNITS	# OF STUDENTS	FLOW PER UNIT OR PER STUDENT (GPD)	AVERAGE DAILY DEMAND	% OF TOTAL DEMAND
Lennar	320		300	87000	59.10%
Pre-K to 8		2517	10	10000	6.79%
HIGH SCHOOL		3230	11	35200	23.91%
TOTAL	320	5700	331	147200	100.00%

*Assumes West Lake and West Lake Annex Parcels

ESTIMATED WASTEWATER DEMANDS:

PROJECT	# OF UNITS	# OF STUDENTS	FLOW PER UNIT (GPD)	AVERAGE DAILY DEMAND (GPD)	% OF TOTAL DEMAND
Lennar	320		200	58000	57.37%
Pre-K to 8		2517	7	7000	6.92%
HIGH SCHOOL		3230	8	25600	25.32%
TOTAL	320	5700	222	101100	100.00%

*Assumes West Lake and West Lake Annex Parcels

EXHIBIT H

INTERSECTION RIGHT OF WAY and IMPROVEMENTS (WEST LAKE DRIVE & SR 674)

The Intersection Improvements shall include the following:

- a. Extension of the existing dedicated eastbound to northbound left turn lane on SR 674 onto West Lake Drive; and
- b. Construction of a dedicated eastbound to southbound right turn lane on SR 674 onto West Lake Drive; and
- c. Construction of a dedicated southbound to westbound right turn lane on West Lake Dr. onto SR 674, <u>or</u> construction of a dedicated southbound to eastbound left turn lane on West Lake Drive on SR 674; and
- d. Construction of a dedicated northbound to westbound left turn lane on West Lake Drive onto SR 674; and
- e. Construction of a dedicated northbound to eastbound right turn lane on West Lake Drive onto SR674; and
- f. Extension of the existing dedicated westbound to southbound left turn lane on SR 674 onto West Lake Drive; and
- g. Installation of a traffic signal at the intersection.

Together with such additional right-of-way and stormwater drainage areas as necessary to construct the Intersection Improvements.

EXHIBIT "I"

PROPORTIONATE SHARE PHASING AND MITIGATION TABLE

PODs	Lon	ES Siudents Deficil	MS Students Deficit	HS Students Deficit	25 700	MS Pee	NS Fee	es total	MS Total	HS Tokal	Total Payment
West Lake (Phase 1)	230	9	20	32	\$28.477	\$30.621	\$ 37,886	\$256.293	\$612.420	\$1.212 352	\$2,081.065
West Lake (Phase 2)	69	14	6	9	\$28.477	\$30.621	\$ 37,886	\$398.678	\$183.726	\$340.974	\$923.378
West Lake Anniek	21	5	2	3	\$28.477	\$30.621	\$ 37.886	\$142,385	\$61.242	\$113 658	\$317,285
West Lake Amendment	44	9	4	6	\$28.477	\$30.622	\$ 37.887	\$256.293	\$122,488	\$227.322	\$606,103
	364	37	32	50				\$1.053,649	\$979.876	\$1,894,304	\$3,927,831

EXHIBIT "J"

NOTICE OF DEVELOPER CLOSING

Real estate. Real solutions.

September 16, 2022



Hillsborough County c/o County Administrator P. O. Box 1110 Tampa, FL 33601

School Board of Hillsborough County Operations Division 901 E. Kennedy Blvd. Tampa, Florida 33602 Att: General Manager, Growth Management Email: <u>michelle.orton@hcps.net</u>

Nancy Takemori Senior Assistant County Attorney Hillsborough County Attorney's Office 601 E. Kennedy Blvd. | 27th Floor Tampa, FL 33602 Email: <u>takemorin@hillsboroughcounty.org</u> Hillsborough County Director, Public Works P. O. Box 1110 Tampa, FL 33601

Hillsborough Public Schools County Attorney 901 E. Kennedy Blvd. Tampa, Florida 33602 Att: School Board Attorney Email: jg@macfar.com

Julia Mandell GrayRobinson, P.A. 401 East Jackson Street, Suite 2700 Tampa, Florida 33602

Email: Julia.Mandell@gray-robinson.com

RE: NOTICE OF DEVELOPER CLOSING

DEVELOPMENT AGREEMENT ("Agreement") between LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County") and HILLSBOROUGH COUNTY SCHOOLS ("District").

Pursuant to Section 31 of the above referenced Agreement, our firm has been authorized to deliver this *Notice of Developer Closing* (the "<u>Notice</u>"). A copy of the General Warranty Deed reflecting conveyance of the Developer Land to LENNAR HOMES, LLC was recorded on September 16, 2022, as Instrument Number 2022453266 in the Public Records of Hillsborough County, Florida ("<u>Public Records</u>")

Upon receipt, the County shall attach this Notice as **Exhibit J** to the Agreement, and thereafter record the Agreement in the Public Records consistent with consistent with the Florida Local Government Development Agreement Act, <u>Florida Statutes</u> §§163.3220 - 163.3243.

Please forward a copy of the recorded Agreement to our office upon recording.

BROOKS, SHEPPARD & ROCHA, PLLC

And

Michael Brooks, Esquire

Cc: Steve Smith, Lennar Homes (via email: <u>Steve.Smith@Lennar.com</u>) Parker Hirons, Lennar Homes (via email: <u>Parker.Hirons@lennar.com</u>)

 400 North Tampa Street | Suite 1910
 P 813.543.5900

 Tampa FL 33602
 F 813.543.5901

From:	Williams, Michael
То:	Steven Henry
Cc:	Heinrich, Michelle; Ratliff, James; Tirado, Sheida; PW-CEIntake
Subject:	FW: RZ PD 21-0959 - Design Exception
Date:	Friday, February 25, 2022 5:10:13 PM
Attachments:	image001.png
	21-0959 Rev DE Reg 02-22-2.pdf
	image002.png

Steve,

I have found the attached Design Exception (DE) for PD 21-0959 APPROVABLE.

Please note that it is you (or your client's) responsibility to follow-up with my administrative assistant, Ingrid Padron (<u>padroni@hillsboroughcounty.org</u> or 813-307-1709) after the BOCC approves the PD zoning or PD zoning modification related to below request. This is to obtain a signed copy of the DE/AV.

If the BOCC denies the PD zoning or PD zoning modification request, staff will request that you withdraw the AV/DE. In such instance, notwithstanding the above finding of approvability, if you fail to withdraw the request, I will deny the AV/DE (since the finding was predicated on a specific development program and site configuration which was not approved).

Once I have signed the document, it is your responsibility to submit the signed AV/DE(s) together with your initial plat/site/construction plan submittal. If the project is already in preliminary review, then you must submit the signed document before the review will be allowed to progress. Staff will require resubmittal of all plat/site/construction plan submittals that do not include the appropriate signed AV/DE documentation.

Lastly, please note that it is critical to ensure you copy all related correspondence to <u>PW-CEIntake@hillsboroughcounty.org</u>

Mike

Michael J. Williams, P.E. Director, Development Review County Engineer Development Services Department

P: (813) 307-1851 M: (813) 614-2190 E: <u>Williamsm@HillsboroughCounty.org</u> W: HCFLGov.net

Hillsborough County 601 E. Kennedy Blvd., Tampa, FL 33602

Facebook | Twitter | YouTube | LinkedIn | HCFL Stay Safe

Please note: All correspondence to or from this office is subject to Florida's Public Records law.

From: Tirado, Sheida <TiradoS@hillsboroughcounty.org>
Sent: Wednesday, February 23, 2022 7:56 PM
To: Williams, Michael <WilliamsM@HillsboroughCounty.ORG>
Subject: FW: RZ PD 21-0959 - Design Exception

Hello Mike,

The attached DE is "Approvable" to me because it looks like he made the changes we discussed last Friday. But I will really appreciate if you can take a close look, I have not been in any of the meetings that have been held outside of our conversations with Steve. When this is ready please include the following people in your email:

<u>shenry@lincks.com</u> <u>HeinrichM@HillsboroughCounty.ORG</u> <u>RatliffJa@hillsboroughcounty.org</u>

Best Regards,

Sheida L. Tirado, PE (she/her/hers) Transportation Review Manager Development Services Department

P: (813) 276-8364 E: <u>tirados@HCFLGov.net</u> W: <u>HCFLGov.net</u>

Hillsborough County 601 E. Kennedy Blvd., Tampa, FL 33602

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Please note: All correspondence to or from this office is subject to Florida's Public Records law.

From: Rome, Ashley <<u>RomeA@hillsboroughcounty.org</u>>

Sent: Wednesday, February 23, 2022 11:06 AM

To: Allen, Cari <<u>AllenCA@hillsboroughcounty.org</u>>; Amber Dickerson <<u>amber.dickerson@hcps.net</u>>; Andrea Papandrew <<u>papandrewa@plancom.org</u>>; Blinck, Jim <<u>BlinckJ@HillsboroughCounty.ORG</u>>; Brown, Gregory <<u>BrownGr@hillsboroughcounty.org</u>>; Cabrera, Richard <<u>CabreraR@HillsboroughCounty.ORG</u>>; Dalfino, Jarryd <<u>DalfinoJ@hillsboroughcounty.org</u>>; Santos, Daniel <<u>daniel.santos@dot.state.fl.us</u>>; David Skrelunas <<u>David.Skrelunas@dot.state.fl.us</u>>; DeWayne Brown <<u>brownd2@gohart.org</u>>; Dickerson, Ross <<u>DickersonR@HillsboroughCounty.ORG</u>>; Ellen Morrison <<u>ellen.morrison@swfwmd.state.fl.us</u>>; Franklin, Deborah <<u>FranklinDS@hillsboroughcounty.org</u>>; Greg Colangelo <<u>colangeg@plancom.org</u>>; Hansen, Raymond <<u>HansenR@hillsboroughcounty.org</u>>; Holman, Emily - PUD <<u>HolmanE@HillsboroughCounty.ORG>;</u> Hummel, Christina <<u>HummelC@hillsboroughcounty.org>;</u> Impact Fees <<u>ImpactFees@hillsboroughcounty.org</u>>; James Hamilton <<u>ikhamilton@tecoenergy.com</u>>; Jillian Massey <<u>masseyj@plancom.org</u>>; Justin Willits <<u>WillitsJ@gohart.org</u>>; Kaiser, Bernard <<u>KAISERB@HillsboroughCounty.ORG</u>>; Karla Llanos <<u>kyle.brown@myfwc.com</u>>; <u>landuse-zoningreviews@tampabaywater.org</u>; Mineer, Lindsey <<u>Lindsey.Mineer@dot.state.fl.us</u>>; Lindstrom, Eric <<u>LindstromE@hillsboroughcounty.org</u>>; Mackenzie, Jason <<u>MackenzieJ@hillsboroughcounty.org</u>>; Matthew Pleasant <<u>matthew.pleasant@hcps.net</u>>; McGuire, Kevin <<u>McGuireK@HillsboroughCounty.ORG</u>>; Melanie Ganas <<u>mxganas@tecoenergy.com</u>>; Melissa Lienhard <<u>lienhardm@plancom.org</u>>; Olivia Ryall <oryall@teamhcso.com>; Perez, Richard <<u>PerezRL@hillsboroughcounty.org</u>>; Petrovic, Jaksa <PetrovicJ@HillsboroughCounty.ORG>; Pezone, Kathleen <PezoneK@hillsboroughcounty.org>; Ratliff, James <<u>RatliffJa@hillsboroughcounty.org</u>>; Hessinger, Rebecca <<u>HessingerR@hillsboroughcounty.org</u>>; Renee Kamen <<u>renee.kamen@hcps.net</u>>; Revette, Nacole <<u>RevetteN@HillsboroughCounty.ORG</u>>; Carroll, Richard <<u>CarrollR@HillsboroughCounty.ORG</u>>; Rochelle, Randy <<u>RochelleR@HillsboroughCounty.ORG</u>; Rodriguez, Dan <<u>RodriguezD@gohart.org</u>; RP-Development <<u>RP-Development@hillsboroughcounty.org</u>>; Salisbury, Troy <<u>SalisburyT@hillsboroughcounty.org</u>>; Sanchez, Silvia <<u>sanchezs@epchc.org</u>>; Shelton, Carla <<u>SheltonC@HillsboroughCounty.ORG</u>; Steady, Alex <<u>SteadyA@hillsboroughcounty.org</u>; Tapley, Kimberly <<u>tapleyk@epchc.org</u>>; Thompson, Mike <<u>Thompson@epchc.org</u>>; Tony Mantegna <tmantegna@tampaairport.com>; Turbiville, John (Forest) <<u>TurbivilleJ@HillsboroughCounty.ORG>;</u> Valdez, Rick <<u>ValdezR@HillsboroughCounty.ORG</u>>; Woodard, Sterlin <<u>Woodard@epchc.org</u>>; Yeneka Mills <millsy@plancom.org> **Cc:** Grady, Brian <<u>GradyB@HillsboroughCounty.ORG</u>>; Heinrich, Michelle <<u>HeinrichM@HillsboroughCounty.ORG</u>>; Timoteo, Rosalina <<u>TimoteoR@HillsboroughCounty.ORG</u>>; Padron, Ingrid <<u>Padron1@hillsboroughcounty.org</u>>; Tirado, Sheida <<u>TiradoS@hillsboroughcounty.org</u>; Williams, Michael <<u>WilliamsM@HillsboroughCounty.ORG</u>> Subject: RE RZ PD 21-0959

Good Day All,

Please be advised, we have received and uploaded to Optix **revised documents/plans** for the above mentioned application. Please review and comment.

For further information regarding the change/update please contact the assigned planner.

Planner assigned: Planner: Michelle Heinrich Contact: <u>heinrichm@hillsboroughcounty.org</u>

Have a good one,

Ashley Rome Planning & Zoning Technician

Development Services Dept.

P: (813) 272-5595 E: <u>romea@hillsboroughcounty.org</u> W: <u>HCFLGov.net</u>

Hillsborough County

601 E. Kennedy Blvd., Tampa, FL 33602

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LINCKS & ASSOCIATES, INC.

February 22, 2022

Mr. Mike Williams Hillsborough County Government 601 East Kennedy Blvd., 22nd Floor Tampa, FL 33602

Re: West Lake - Lennar PD 21-0959 Lincks Project No. 21019

The purpose of this letter is to request a Design Exception to the Hillsborough County Transportation Technical Manual per Section 1.7.2 to meet Land Development Code Section 6.04.03L for West Lake Drive from SR 674 to Bishop Road. The subject property is proposed to be rezoned to Planned Development to allow 299 Residential Dwelling Units.

According to the Hillsborough County Functional Classification Map, West Lake Drive is classified as a collector roadway and the subject site is within the Hillsborough County Urban Service Area.

Table 1 provides the trip generation for the proposed Planned Development.

The access to serve the project is proposed to be via one full access to West Lake Drive.

Lennar is working with the Hillsborough County School Board that proposes to construct 3 schools along the subject section of West Lake Drive. This Design Exception provides the improvements to West Lake Drive to enable the proposed development and the schools.

The request is for a Design Exception to TS-4 of the Hillsborough County Transportation Technical Manual for West Lake Drive. This segment of West Lake Drive is currently a two-lane roadway. The following exceptions are requested to accommodate the proposed project.

- 1) Bike Lanes TS-3 has 7 foot buffered bike lanes. The existing roadway is a rural roadway with no bike lanes.
- 2) Sidewalk TS-7 has sidewalk on both sides of the roadway. There is currently some sidewalks along portions of the roadway.

The justification for the Design Exception is as follows:

The developer proposes two alternative sections. The first is where there is sufficient right of way to provide the proposed section which is shown in Figure 1. Figure 2 illustrates the proposed section where right of way is limited and/or there are design constraints. The primary difference in these sections is the distance from the back of the curb to the sidewalk. It should be noted that the distance between the back of the curb and sidewalk can vary depending on the right of way and roadway constraints. This section will be minimized to the greatest extent feasible. The sections include the following:

- Bike Lanes Due to the three schools that are proposed along the subject segment of West Lake Drive, 10 foot sidewalks are proposed on each side of West Lake Drive in lieu of the bike lanes. From a safety standpoint, the 10 foot sidewalks provide a better option for students walking and riding bikes to school than students riding bikes within West Lake Drive or pedestrian and bikes on a 5 foot sidewalk. Due to right of way constraints along the roadway, it is not feasible to provide the bike lanes and the 10 foot sidewalks.
- Sidewalk 10' sidewalk on both sides of the roadway are proposed instead of the bike lanes. As stated above, given the roadway will serve the 3 schools, the 10 foot sidewalks provide a better option for the school students.

Based on the above, it is our opinion, the proposed improvements to West Lake Drive will mitigate the impact of the project and meet the intent of the Transportation Technical Manual to the extent feasible.

Please do not hesitate to contact us if you have any questions or require any additional information.

Best Regards ven J Henry President Lincks & Associates, Inc. P.E. #51555

Based on the information provided by the applicant, this request is:

_____ Disapproved

____X Approved

_____ Approved with Conditions

If there are any further questions or you need clarification, please contact Sheida L. Tirado, P.E.

Sincerely,

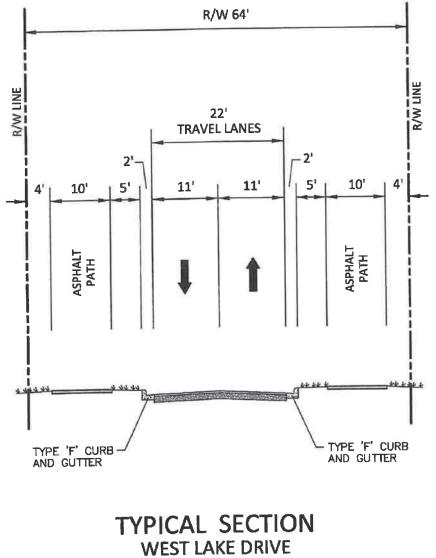
Michael J. Williams Hillsborough County Engineer

PM Peak Hour	Irip Ends (1)	In Out Total	183 108 291
AM Peak Hour	I rip Ends (1)	In Out Total	54 163 217
- (Daily	Trip Ends	2,848
		Size	299 DU's
Ļ	Ц	LUC	210
		Land Use	Single Family

TRIP GENERATION

TABLE 1

(1) Source: ITE Trip Generation Manual, 11th Edition, 2017.



NTS

FIGURE 1

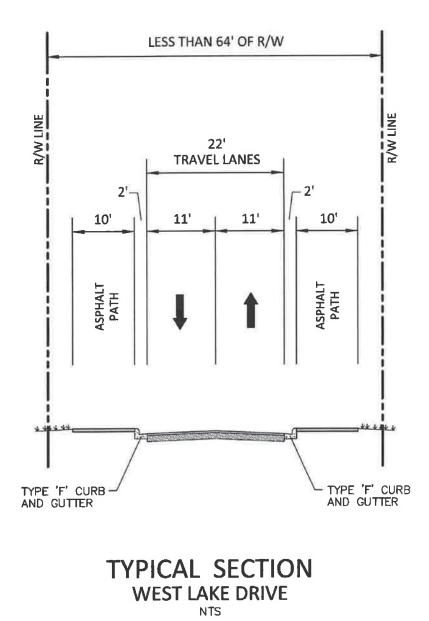


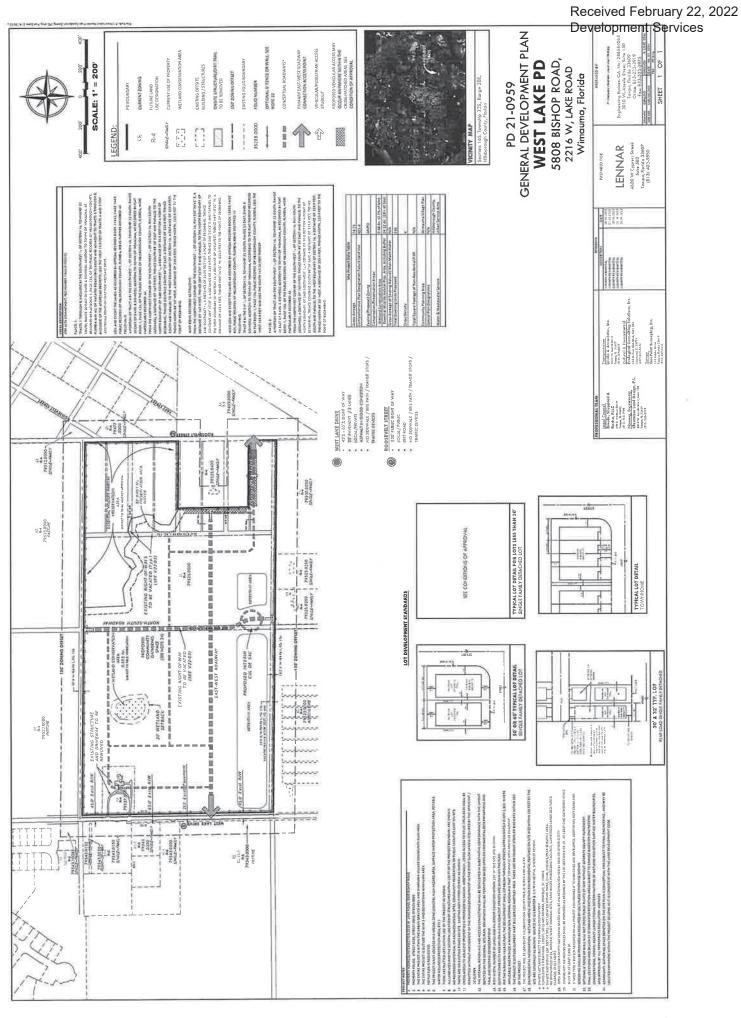
FIGURE 2



APPENDIX

PD PLAN

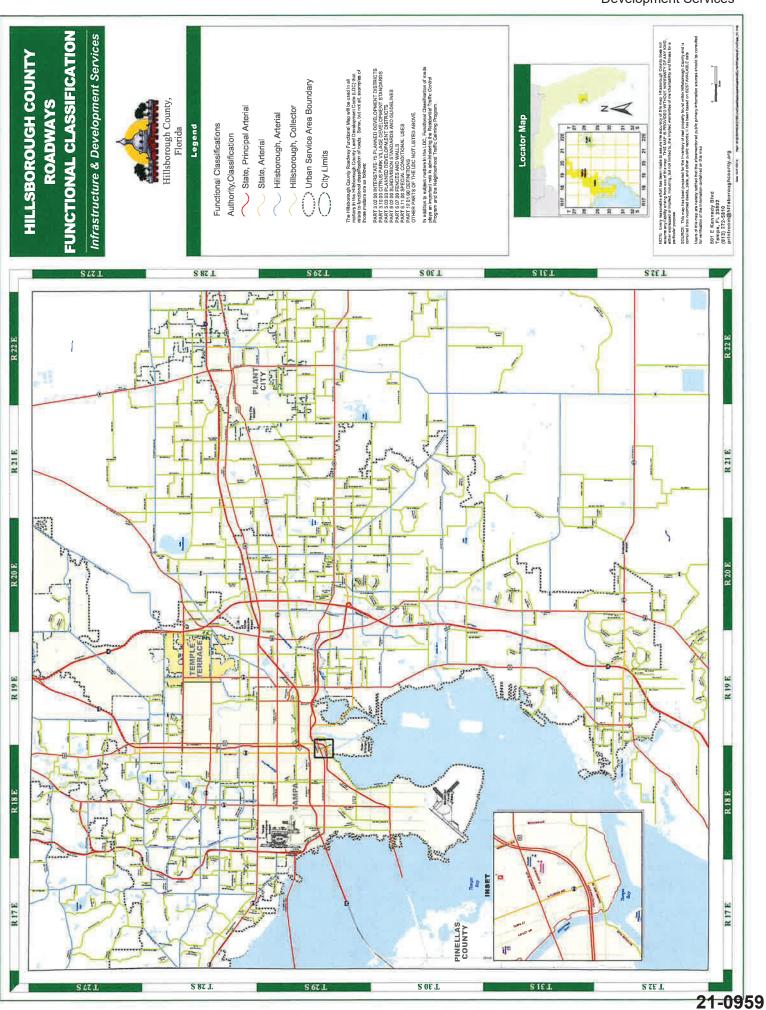




HILLSBOROUGH COUNTY ROADWAYS FUNCTIONAL CLASSIFICATION MAP

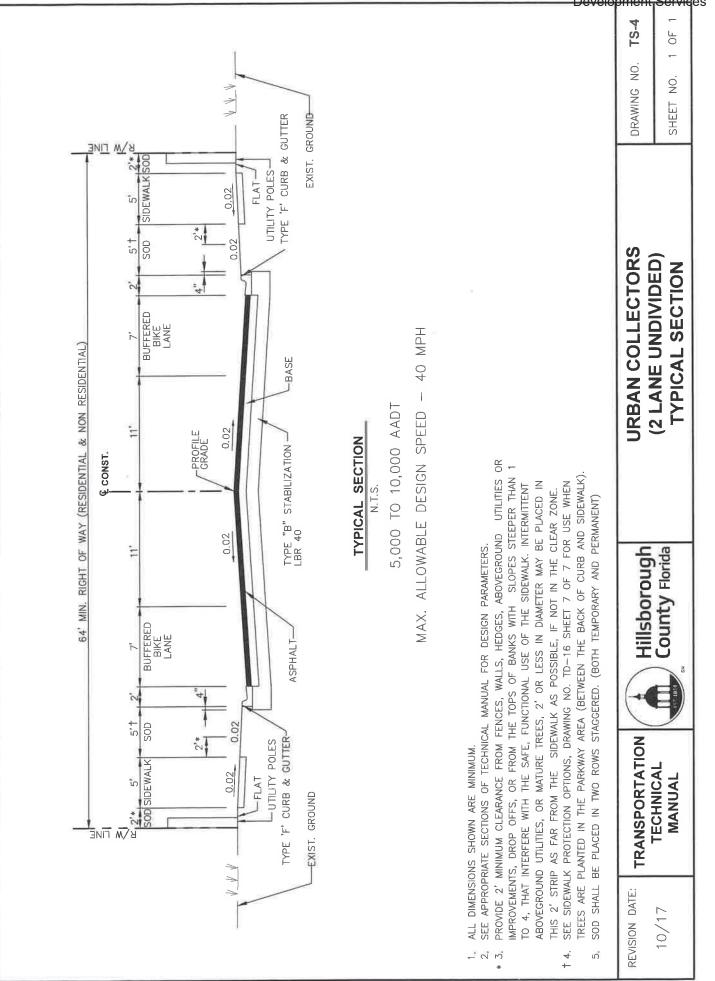


Received February 22, 2022 Development Services



TS-4





ITE - TRIP GENERATION MANUAL, 11TH EDITION



Received February 22, 2022 Development Services

		P	ERIOD SETT	TING				
Analysis Name : Project Name : Date: State/Province: Country: Analyst's Name:	New Analys West Lake - 1/31/2021			ostal Code: t Name: on:	Trip Ed	Genera	ation Ma	nual, 10th
Land Use	Independent Variable	Size	Time Period	Method		Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday	Best Fit (LOG) Ln(T) = 0.92Ln(X) +2.71				2848
		TRA	FFIC REDUC	CTIONS				
Land Use			ntry eduction	Adjusted Entry	Exit Red	uction	Adjust	ted Exit
210 - Single-Family	Detached Housing	0 %		1424	0 %		1424	
		E	XTERNAL T	RIPS				
Land Use		E	xternal Trips	Pass-by%	Pass-by	Trips	Non-p Trips	ass-by
210 - Single-Family	Detached Housing		2848	0	0		2	2848
		ITE D	EVIATION E	ETAILS				
Weekday Landuse No	o deviations from ITE.							
Methods No	deviations from ITE.							
External Trips 21	0 - Single-Family Deta E does not recommend	ched Hou l a particu	using (General L ular pass-by% fo	Jrban/Suburban) or this case.				

Received February 22, 2022 Development Services

ering	1424
ing	1424
ering Reduction	0
ing Reduction	0
ering Internal Capture Reduction	0
ing Internal Capture Reduction	0
ering Pass-by Reduction	0
ing Pass-by Reduction	0
ering Non-Pass-by Trips	1424
ing Non-Pass-by Trips	1424
Ing Non-Pass-by Trips	

		PE	RIOD SETT	ING					
Analysis Name : Project Name : Date: State/Province: Country: Analyst's Name:	New Analysi West Lake - 1/31/2021		No : City: Zip/P Clien Editio	t Nar	l Code: ne:	Tri Ed		ation Ma	anual, 10th
Land Use 210 - Single-Family Detached Housing (General	Independent Variable Dwelling Units	Size 299	Time Period Weekday, Per Hour of Adjac Street Traffic,	ak ent	Method Best Fit (LIN) T = 0.71 (X)+₄	1.8	Entry 54 25%	Exit 163 75%	Total 217
Úrban/Suburban)			One Hour Between 7 ar a.m.						
		TRAF	FIC REDUC	TIC	DNS				
Land Use			ntry eduction	Adj	usted Entry	Exit Rec	luction	Adjus	ted Exit
210 - Single-Family De	etached Housing	0		54		0 %		163	
		E>	TERNAL T	RIPS	6				
Land Use		E	cternal Trips	Pas	ss-by%	Pass-by	Trips	Non-p Trips	bass-by
210 - Single-Family De	etached Housing		217		0	(0		217
		ITE D	EVIATION E)ET/	AILS				
Weekday, Peak Hour Landuse No de	of Adjacent Street	Traffic, C	One Hour Betw	een '	7 and 9 a.m.				
Methods No de	eviations from ITE.								
	Single-Family Detac loes not recommend								

Total Entering	54
Total Exiting	163
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	54
Total Exiting Non-Pass-by Trips	163

Received February 22, 2022 Development Services

		PE	ERIOD SET	TING	3				
Analysis Name : Project Name : Date:		New Analysis West Lake - Lennar No : 1/31/2021 City:							
State/Province:	HO HEOLI		_		I Code:				
Country:			-	nt Na					
Analyst's Name:			Editi	ion:		Trip	Genera	ation Ma	nual, 10th
-						Ed			
Land Use	Independent Variable	Size	Time Period		Method		Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday, Pe Hour of Adja Street Traffic One Hour Between 4 a p.m.	cent ,	Best Fit (LOG Ln(T) = 0.96L		183 63%	108 37%	291
			FIC REDU			Evit Dod	uction	Adius	lad Evit
Land Use			eduction		justed Entry		uction	-	
210 - Single-Family I	Detached Housing	0 '	70	183	>	0 %		108	
		E>	(TERNAL T	RIP	S				
Land Use		E	cternal Trips	Pa	ss-by%	Pass-by	Trips	Non-p Trips	ass-by
210 - Single-Family I	Detached Housing		291		0	0			291
		ITE D	EVIATION I	DET	AILS				
	ur of Adjacent Street deviations from ITE.	Traffic, C	One Hour Betv	veen	4 and 6 p.m.				
	deviations from ITE.								
) - Single-Family Deta does not recommend								

Total Entering	183
Total Exiting	108
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	183
Total Exiting Non-Pass-by Trips	108

Adjoining Roadways	Adjoining Roadways (check if applicable)						
Road Name	Classification	Current Conditions	Select Future Improvements				
SR 674	FDOT Principal Arterial - Rural	2 Lanes □Substandard Road □Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 				
West Lake Dr.	County Collector - Rural	2 Lanes ⊠ Substandard Road ⊠ Sufficient ROW Width	 □ Corridor Preservation Plan ☑ Site Access Improvements □ Substandard Road Improvements ☑ Other 				
	Choose an item.	Choose an item. Lanes Substandard Road Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 				
	Choose an item.	Choose an item. Lanes Substandard Road Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 				

3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Project Trip Generation Not applicable for this request						
	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips			
Existing	4,420	165	422			
Proposed	145	9	15			
Difference (+/-)	(-) 4,275	(-) 156	(-) 407			

*Trips reported are based on net new external trips unless otherwise noted.

Connectivity and Cross Access Not applicable for this request						
Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding		
North	Х	Vehicular & Pedestrian	None	Meets LDC		
South		None	None	Meets LDC		
East		Vehicular & Pedestrian	Vehicular & Pedestrian	Meets LDC		
West	Х	Vehicular & Pedestrian	None	Meets LDC		
Notes:						

Design Exception/Administrative Variance Not applicable for this request					
Road Name/Nature of Request	Туре	Finding			
	Choose an item.	Choose an item.			
	Choose an item.	Choose an item.			
Notes: See staff report for a discussion of special Wimauma Downtown Overlay District substandard road					
provisions, and required improvements as it relates to this and other area projects.					

COUNTY OF HILLSBOROUGH

RECOMMENDATION OF THE LAND USE HEARING OFFICER

APPLICATION NUMBER:	RZ PD 22-1387
DATE OF HEARING:	January 17, 2023
APPLICANT:	Wimauma Commercial
PETITION REQUEST:	A request to rezone property from CI to PD to permit a mini-warehouse with accessory uses
LOCATION:	5201 State Road 674
SIZE OF PROPERTY:	3.58 acres, m.o.l.
EXISTING ZONING DISTRICT:	CI
FUTURE LAND USE CATEGORY:	OC-20
SERVICE AREA:	Urban
COMMUNITY PLAN:	Wimauma

DEVELOPMENT REVIEW STAFF REPORT

***Note**: Formatting issues prevented the entire Development Services Department staff report from being copied into the Hearing Master's Recommendation. Therefore, please refer to the Development Services Department web site for the complete staff report.

1.0 APPLICATION SUMMARY



Applicant: Kami Corbett, Esq. / Hill Ward Henderson, P.A.

FLU Category: OC-20

Service Area: Urban

Site Acreage: 3.58 AC +/-

Community Plan Area: Wimauma

Overlay: Wimauma Downtown Subdistrict B- Downtown Center

Request: Rezoning to Planned Development

Request Summary:

The existing zoning is CI (Commercial Intensive) which permits general commercial and light industrial uses pursuant to the development standards in the table below. The proposed zoning for Planned Development (site plan controlled district) to allow a car a maximum of 100,000 square feet of mini warehouse and accessory uses pursuant to the development standards in the table below and site plan depicted in 2.4 of the report.

Zoning:	_	
Uses	- Current CI Zoning	Proposed PD Zoning
	Commercial, Light Industrial	Mini Warehouse uses
Mathematical Maximums *	46,783.4 square feet	100,000 square feet

*Mathematical Maximums may be reduced due to roads, stormwater and other improvements

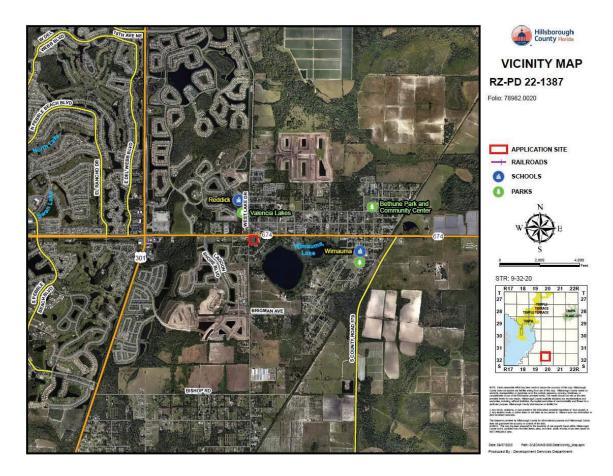
Development Services Department

Development Standa	Development Standards:						
	Current CI Zoning	Proposed PD Zoning					
Density / Intensity	Under the existing CI zoning district, a maximum of 46,783.4 square feet is allowable (based on 0.3 FAR).	Under the proposed PD 22- 1387, a maximum of <u>0.64 FAR 116,958</u> <u>100,000</u> square footage is allowable (based in 0.75 FAR in OC-20).					
Lot Size / Lot Width	20,000 sf / 100'	7000 sf / 70'					
Setbacks/Buffering and Screening	30' Front 20' feet buffer, Type B screening to Residential	30' Front 20' feet buffer, Type B screening to Residential					
Height	50 feet, except as defined in LDC 6.01.01 Lot Development standards, Endnotes 8 and 11.	50 feet Max.					

Additional Information:	
PD Variations	None requested

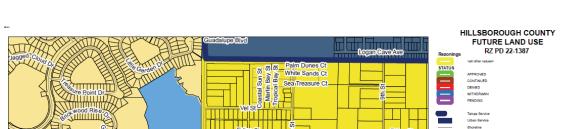
Waiver(s) to the Land Development Code None requested		
Planning Commission Recommendation Consistent		
Development Services Department Recommendation	Approvable, subject to conditions	

2.0 LAND USE MAP SET AND SUMMARY DATA 2.1 Vicinity Map



Context of Surrounding Area:

The parcel is located along State Road 674, a 2 lane divided arterial highway, with commercial zoning to the north. To the east is a light industrial development zoned CI. To the southeast is a vacant land allowed for commercial uses, including warehouse uses. To the west, across Lake Dr. is a property zoned RSC-6 occupied with a single family residential home.



2.0 LAND USE MAP SET AND SUMMARY DATA 2.2 Future Land Use Map

re Point Dr	5 G G G Sea Treasure Ct	
wood Rise		Tampa Bervice
		Urban Service
	Edina St	Shoreline
		County Boundary Jurisdiction Boundary
		Roadi
Sability		Parcels
		wam.NATURAL.LULC_Wet_Poly
	Robert Hart Ave	AGRICULTURAL/MINING-1/20 (25 FAR)
	Vernice St D A Biggs Ave 0	PEC PLANNED ENVIRONMENTAL COMMUNITY-1/2 (25 FAR)
		AGRICULTURAL-1/10 (25 FAR)
		AGRICULTURAL/RURAL-1/5 (.25 FAR)
		AGRICULTURAL ESTATE-1/2.5 (.25 FAR)
	E Center St Conter St John Nichols Ave	RESIDENTIAL-1 (.25 FAR)
		RESIDENTIAL-2 (.25 FAR)
		RESIDENTIAL PLANNED-2 (35 FAR)
		RESIDENTIAL-4 (.25 FAR)
State Road 674		RESIDENTIAL-6 (.25 FAR) RESIDENTIAL-9 (.35 FAR)
State Road 674		RESIDENTIAL-12 (35 FAR) RESIDENTIAL-12 (35 FAR)
		RESIDENTIAL-12 (.35 FAR) RESIDENTIAL-16 (.35 FAR)
		RESIDENTIAL-20 (35 FAR)
	22-1387	RESIDENTIAL-35 (1.0 FAR)
		NEIGHBORHOOD MIXED USE-4 (3) (.35 FAR)
		SUBURBAN MIXED USE-6 (.35 FAR)
		COMMUNITY MIXED UBE-12 (.50 FAR)
		URBAN MIXED USE-20 (1.0 FAR)
		REGIONAL MIXED USE-35 (2.0 FAR)
		OC-20 RESEARCH CORPORATE PARK (1.0 FAR)
		ENERGY INDUSTRIAL DECK (SO EAR LIDER OTHER THAN RETAIL OF
		FAR RETAIL/COMMERCE)
Flow		LIGHT INDUSTRIAL PLANNED (.50 FAR)
		LIGHT INDUSTRIAL (.50 FAR)
		HEAVY INDUSTRIAL (50 FAR) PUBLIC/QUASI-PUBLIC
		NATURAL PRESERVATION
		WIMAUMA VILLAGE RESIDENTIAL-2 (.25 FAR)
Contraction of the second seco		CITRUS PARK VILLAGE
		N
		DATA SCURCER: Receiving boundaries from The Planning Commission and are not official. Parcel lines and data from
		Histocomp County Property Approxe.
		ACTION OF THE CONTRACT OF THE
Boxer Siller		ACCUMPCE: If its intensional face literations in the parameters of the lateration and parameters of the lateration and parameters
		Millionrugh County Cap County Paring Commission. This map is for fixed and proposed only. For and commission.
		information, use the appropriate source.
		0 460 920 1,380 1,840
		0 460 920 1,380 1,840
	Pmall Oak Ava	Map Printed from Rezoning System: 9/14/2022
	Small Oak Ave	Author: Beverly F. Daniels
		File: G1RecoringSystemWepProjectaUHCIGreg_hcRecoring - Copy.mad
Sallor D		Hillsborough County
Sailor Pines.Ct		City-County Planning Commission

Subject Site Future Land Use Category:	Office Commercial-20	
Maximum Density/F.A.R.:	0.75 FAR	
	Community Commercial, offices, mixed-use developments, compatible residential.	

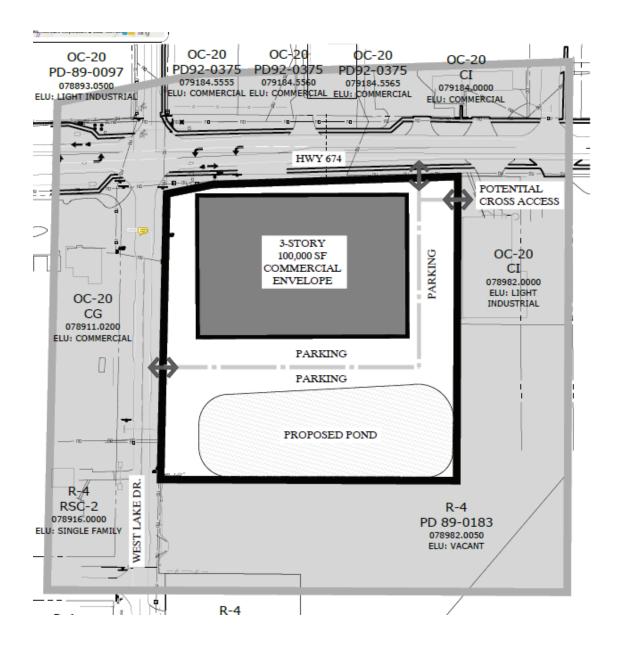
				<section-header></section-header>
Adjacent Location	Zoning:	Uses Maximum Density/F.A.R. Permitted by Zoning District:	Allowable Use:	Existing Use:
North	PD ZC	4.7 DU/AC	Single family residential conventional or mobile homes, Open storage	Commercial
South	PD 89-0183	0.11 FAR	Commercial, offices, warehouse	Vacant
East	CI, PD 89- 0183	0.3 FAR, 0.11 FAR	Light Industrial, Commercial, offices, warehouse	Light Industrial

2.0 LAND USE MAP SET AND SUMMARY DATA 2.3 Immediate Area Map

West	CG	0.30 FAR	Commercial General uses	Commercial
------	----	----------	----------------------------	------------

2.0 LAND USE MAP SET AND SUMMARY DATA

2.4 Proposed Site Plan (partial provided below for size and orientation purposes. See Section 8.0 for full site plan)



3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Adjoinin	Adjoining Roadways (check if applicable)			
Road Name	Classification	Current Conditions	Select Future Improvements	
SR 674	FDOT Principal Arterial - Rural	2 Lanes □Substandard Road □Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 	
West Lake Dr.	County Collector - Rural	2 Lanes ⊠ Substandard Road ⊠ Sufficient ROW Width	 □ Corridor Preservation Plan ⊠ Site Access Improvements □ Substandard Road Improvements ⊠ Other 	

Project Trip Generation Not applicable for this request			
	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips
Existing	4,420	165	422
Proposed	145	9	15
Difference (+/-)	(-) 4,275	(-) 156	(-) 407

*Trips reported are based on net new external trips unless otherwise noted.

Connectivity and Cross Access Not applicable for this request				
Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding
North	х	Vehicular & Pedestrian	None	Meets LDC
South		None	None	Meets LDC
East		Vehicular & Pedestrian	Vehicular & Pedestrian	Meets LDC
West	х	Vehicular & Pedestrian	None	Meets LDC

Notes:

Design Exception/Administrative Variance
Not applicable for this request

Road Name/Nature of Request	Туре	Finding
	Choose an item.	Choose an item.
	Choose an item.	Choose an item.

Notes: See staff report for a discussion of special Wimauma Downtown Overlay District substandard road provisions and required improvements as it relates to this and other area projects.

4.0 ADDITIONAL SITE INFORMATION & AGENCY COMMENTS SUMMARY INFORMATION/REVIEWING AGENCY

Environmental:	Objections		Additional Information/Comments
Environmental Protection Commission	□ Yes ⊠No	□ Yes ⊠No	
Natural Resources	□ Yes ⊠No	□ Yes ⊠No	
Conservation & Environmental Lands Mgmt.	□ Yes ⊠No	□ Yes ⊠No	

Check if Applicable:

U Wetlands/Other Surface Waters

□ Use of Environmentally Sensitive Land Credit □ Wellhead Protection Area

□ Surface Water Resource Protection Area

☑ Potable Water Wellfield Protection Area

□ Significant Wildlife Habitat

□ Coastal High Hazard Area

□ Urban/Suburban/Rural Scenic Corridor □ Adjacent to ELAPP property

□ Other

Public Facilities:	Objections	Conditions Requested	Additional Information/Comments
Transportation			
□ Design Exception/Adm. Variance Requested □ Off- site Improvements Provided	□ Yes ⊠No	⊠ Yes □ No	
Utilities Service Area/ Water & Wastewater		E	
⊠Urban □ City of Tampa □Rural □ City of Temple Terrace	□ Yes ⊠No	□ Yes ⊠No	
Hillsborough County School Board			
Adequate □ K-5 □6-8 □9-12 ⊠N/A Inadequate □ K-5 □6- 8 □9-12 ⊠N/A	□ Yes ⊠No	□ Yes ⊠No	
Impact/Mobility Fees			
Self-Storage/Mini-Warehouse Mobility: \$725*100 = \$72,500	· ·	/	
Comprehensive Plan:	Findings		Additional Information/Comments

Planning Commission			
□ Meets Locational Criteria ⊠N/A □ Locational Criteria Waiver Requested □ Minimum Density Met ⊠ N/A	□ Inconsistent ⊠ Consistent	□ Yes ⊠No	

5.0 IMPLEMENTATION RECOMMENDATIONS

5.1 Compatibility

The proposed uses are comparable to the current CI (Commercial Intensive) allowed uses. Furthermore, the proposed project reduced the number of potential uses currently allowed in the subject property. The proposed $0.36 \ 0.64$ FAR is significatively under the 0.75 Maximum FAR allowable in the OC-20 Comprehensive Plan category.

Furthermore, the proposed building area will not intrude into the required setbacks, nor will decrease the required buffers or screening. Additionally, the increased FAR will have minimal impact on the transportation network. Per the Transportation Staff, the proposed rezoning would result in a decrease of trips potentially generated by the development of the subject site by 4,275 average daily trips.

Given the above, staff finds the proposed modification to be compatible with the surrounding properties and in keeping the general development pattern of the area.

5.2 Recommendation

Approval - Approval of the request, subject to the conditions listed below, is based on the general site plan submitted November 22, 2022.

Zoning conditions, which were presented Zoning Hearing Master hearing, were reviewed and are incorporated by reference as a part of the Zoning Hearing Master recommendation.

SUMMARY OF HEARING

THIS CAUSE came on for hearing before the Hillsborough County Land Use Hearing Officer on January 17, 2023. Mr. Brian Grady of the Hillsborough County Development Services Department introduced the petition.

Ms. Kami Corbett with Hill Ward and Henderson testified on behalf of the

applicant Wimauma Commercial. Ms. Corbett showed her PowerPoint presentation and discussed the location of the subject property which is just south of 674 in Wimauma between 301. She showed graphics regarding the land use category and stated that the request is for a 100,000 square foot miniwarehouse with a maximum height of 50 feet or three stories and will comply with the Downtown Overlay standards. Ms. Corbett stated that there is one access point on 674 and one on West Lake Drive which will be right-in/right-out. The subject parcel is surrounding by an adjacent PD which permit neighborhood commercial, BPO and warehouse land uses. She stated that the parcel is the last puzzle piece of the public private partnership between the School Board and Lennar. She pointed to the graphic to show the location of the school site. A development agreement between the parties that required Lennar to make significant improvements on West Lake Drive. She added that during that process, it was identified that there was not sufficient right-of-way at the intersection to make the improvement. Ms. Corbett testified that her client Wimauma Commercial which is a subsidiary of the Eisenhower Property Group stepped in and acquired the property to ensure the right-of-way would be available per the Development Agreement. Both FDOT and Hillsborough County wanted to limit the number of trips that were generated from the subject property therefore a mini-warehouse user would be able to comply with the conditions as opposed to a retail user along 674. Ms. Corbett concluded her presentation by stating that the rezoning has been found to be consistent and compatible with the Community Plan.

Ms. Tania Chapela, Development Services Department testified regarding the County's staff report. Ms. Chapela stated the request is to rezone from Commercial Intensive to PD to allow a maximum 100,000 square foot miniwarehouse and accessory uses. No PD variations or waivers are requested. Ms. Chapel identified the location of the property and the surrounding zoning districts and land uses. She concluded her presentation by stating that staff finds the request compatible with the surrounding properties and recommends approval.

Ms. Jillian Massey of the Planning Commission staff stated that the property is designated Office Commercial-20 Future Land Use category and located in the Urban Service Area and the Wimauma Community Planning Area. She discussed the surrounding area and stated that the request meets Policy 16.5 regarding non-residential land uses being located along collector and arterial roadways. The request is consistent with the Wimauma Community Plan as it meets the intent of the business and economic development goal of the plan by providing a commercial use in the commercial core along State Road 674. Ms. Massey testified that the Planning Commission staff finds the rezoning is consistent with the Comprehensive Plan.

Hearing Master Finch asked audience members if there were any proponents of the application. None replied.

Hearing Master Finch asked audience members if there were any opponents of the application.

Mr. Michael Ball 16545 South US Highway 301 testified in opposition. Mr. Ball stated that a warehouse is not what the area needs and will mess up the Wimauma Plan. Mr. Ball then read a letter from Mr. Martinez to Mr. Brian Grady in opposition to the request.

County staff did not have additional comments.

Ms. Corbett testified during the rebuttal period and asked the applicant's transportation engineer to testify regarding the traffic generated by the project.

Mr. Steve Henry 5023 West Laurel testified on behalf of the applicant and stated that the site is unique. The process required finding a land use that was a low traffic generator. He added that the depth of the parcel results in a left out not being feasible onto West Lake. Mr. Henry testified that he met with FDOT and there will be an interim full access but ultimately a right-right-out onto 674 once it is widened to four lane. Therefore, the possible land uses are very limited. The improvements to the intersection required in the agreement requires the right-of-way to be able to build the turn lanes and signal. Mr. Henry stated that what is left on the parcel is enough area to construct a mini-warehouse which is a low traffic generator.

Ms. Corbett continued the applicant's rebuttal by showing the downtown Wimauma graphic and stating that the property is outside the main core area. The use of the property is constrained by the land use. The development is consistent with the Overlay standards but given the site constraints, a more intensive use cannot be considered.

Mr. Henry testified that he would submit the actual plans that have been submitted to both the County and FDOT for the intersection to document that there is actual engineering being done to start construction as soon as the permits are obtained.

Ms. Corbett concluded her comments by stating that there will be a community meeting on January 24th to talk about the development of this parcels and others that are being developed by Eisenhower.

The hearing was then concluded.

EVIDENCE SUBMITTED

*Ms. Corbett submitted a copy of her PowerPoint presentation as well as copies of the proposed site plan and other graphics into the record. *Mr. Grady submitted a revised staff report into the record. *Mr. Henry submitted the intersection plans for the improvement of State Road 674 and West Lake Drive into the record.

PREFACE

All matters that precede the Summary of Hearing section of this Decision are hereby incorporated into and shall constitute a part of the ensuing Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

- The subject site is 3.58 acres in size and is zoned Commercial Intensive (CI) and designated Office Commercial -20 (OC-20) by the Comprehensive Plan. The property is located in the Urban Service Area and the Wimauma Community Planning Area.
- 2. The rezoning to Planned Development (PD0 is requested to permit a maximum 100,000 square feet of mini-warehouse and accessory land uses.
- 3. No Planned Development variations or waivers are requested.
- 4. The Planning Commission staff testified that the request meets Policy 16.5 regarding non-residential land uses being located along collector and arterial roadways. Staff also stated that the request is consistent with the Wimauma Community Plan as it meets the intent of the business and economic development goal of the plan by providing a commercial use in the commercial core along State Road 674. The Planning Commission staff found the rezoning consistent with the Comprehensive Plan.
- 5. The surrounding parcels are zoned Planned Development and approved or developed with commercial and light industrial land uses.
- 6. Testimony in opposition to the rezoning was provided at the Zoning Hearing Master hearing. The concerns expressed primarily focused the proposed use of the property as a mini-warehouse and the desire to instead develop a use that is wanted by the Wimauma community.

The applicant's representative testified in response that the parcel is the last piece of the Development Agreement between the Hillsborough County, the School Board and Lennar Homes which requires improvements to West Lake Drive. The site is constrained by the inability to obtain a left out onto West Lake Drive, a stormwater pond, the depth of the site and the right-of-way needed to accommodate the road improvements. High traffic land uses were eliminated such that a low traffic generator such as a mini-warehouse could be developed on-site and the improvements could be completed.

- 7. The proposed Planned Development is conditioned such that it only permits the 100,000 square foot self-storage facility and accessory uses and therefore eliminates the wide range of more intense land uses currently permitted under the existing CI zoning district.
- 8. County Transportation staff found that the mini-warehouse project results in a decrease in Average Daily Trips generated from the site when compared to the possible uses permitted in the CI zoning district.
- 9. The rezoning to Planned Development for the maximum 100,000 square feet of mini-warehouse with accessory uses is compatible with the surrounding area and the Wimauma Community Plan. The rezoning meets the intent of the Land Development Code and Comprehensive Plan.

FINDINGS OF COMPLIANCE/NON-COMPLIANCE WITH THE HILLSBOROUGH COUNTY COMPREHENSIVE PLAN

The rezoning request is in compliance with and does further the intent of the Goals, Objectives and the Policies of the Future of Hillsborough Comprehensive Plan.

CONCLUSIONS OF LAW

Based on the Findings of Fact cited above, there is substantial competent evidence to demonstrate that the requested Planned Development rezoning is in conformance with the applicable requirements of the Land Development Code and with applicable zoning and established principles of zoning law.

SUMMARY

The request is to rezone 3.58 acres from Commercial Intensive (CI) to Planned Development is to develop a maximum 100,000 square foot mini-warehouse with accessory uses. No Planned Development variations or waivers are requested.

The Planning Commission staff testified the request is consistent with the Wimauma Community Plan as it meets the intent of the business and economic development goal of the plan by providing a commercial use in the commercial core along State Road 674. The Planning Commission staff found the rezoning consistent with the Comprehensive Plan.

Testimony in opposition to the rezoning was provided at the Zoning Hearing Master hearing. The concerns expressed primarily focused the proposed use of the property as a mini-warehouse and the desire to instead develop a use that is wanted by the Wimauma community. The applicant's representative testified in response that the parcel is the last piece of the Development Agreement between the Hillsborough County, the School Board and Lennar Homes which requires improvements to West Lake Drive. The site is constrained by the inability to obtain a left out onto West Lake Drive, a stormwater pond, the depth of the site and the right-of-way needed to accommodate the road improvements. High traffic land uses were eliminated such that a low traffic generator such as a mini-warehouse could be developed on-site and the improvements could be completed.

The rezoning to Planned Development for the development of a maximum 100,000 square feet of mini-warehouse with accessory uses is compatible with the surrounding area and the Wimauma Community Plan. The rezoning meets the intent of the Land Development Code and Comprehensive Plan.

RECOMMENDATION

Based on the foregoing, this recommendation is for **APPROVAL** of the Planned Development rezoning request as indicated by the Findings of Fact and Conclusions of Law stated above subject to the proposed zoning conditions prepared by the Development Services Department.

Sum M. Fine

Susan M. Finch, AICP Land Use Hearing Officer

February 7, 2023

Date



Hillsborough County City-County Planning Commission

Unincorporated Hillsborough County Rezoning			
Hearing Date: January 17, 2023 Report Prepared: January 5, 2023	Petition: PD 22-1387 5201 674 Highway Southeast quadrant of the State Road 674 and West Lake Drive intersection.		
Summary Data:			
Comprehensive Plan Finding:	CONSISTENT		
Adopted Future Land Use:	Office-Commercial-20 (20 du/ga; 0.75 FAR)		
Service Area	Urban		
Community Plan:	Wimauma & SouthShore Areawide Systems		
Requested Zoning:	Commercial Intensive (CI) to a Planned Development (PD) to permit a 100,000 square foot mini warehouse		
Parcel Size (Approx.):	3.75 +/- acres (163,350 square feet)		
Street Functional Classification:	State Road 674 – Principal Arterial West Lake Drive - Collector		
Locational Criteria	N/A		
Evacuation Zone	None		



Plan Hillsborough planhillsborough.org planner@plancom.org 813 – 272 – 5940 601 E Kennedy Blvd 18th floor Tampa, FL, 33602

<u>Context</u>

- The 3.75 acre +/- subject site is located in the southeast quadrant of the State Road 674 and Wes Lake Drive intersection. The subject site is located in the Urban Service Area (USA). It falls within the limits of the Wimauma Village Community Plan and SouthShore Areawide Systems.
- The subject site's Future Land Use designation is Office Commercial-20 (OC-20) on the Future Land Use Map. Typical allowable uses within the OC-20 Future Land Use category include: community commercial type uses, office uses, mixed use developments, and compatible residential uses. OC-20 is located to the north, east and west of the side. Residential-4 is located to the south. Residential-6 is located to the east of the site.
- The subject site is zoned Commercial Intensive (CI). CI is located to the east and north of the site. Planned Developments (PD) are located to the east, north and south of the site. Commercial General (CG) and Commercial Neighborhood (CN) are located to the west of the site. Residential Single Family Conventional-2 (RSC-2) is located further south of the site.
- The subject site is currently vacant land, and the area consists of a mix of vacant lands and light commercial uses located along both sides of state road 674. Single-family residential uses are located to the south of the site.
- The applicant is requesting to rezone the subject site from Commercial Intensive (CI) to a Planned Development (PD) to permit a 100,000 square foot mini warehouse.

Compliance with Comprehensive Plan:

The following Goals, Objectives, and Policies apply to this rezoning request and are used as a basis for a consistency finding.

Future Land Use Element

Urban Service Area

Objective 1: Hillsborough County shall pro-actively direct new growth into the urban service area with the goal that at least 80% of all population growth will occur within the USA during the planning horizon of this Plan. Within the Urban Service Area, Hillsborough County will not impede agriculture. Building permit activity and other similar measures will be used to evaluate this objective.

Policy 1.4: Compatibility is defined as the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include the following: height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean "the same as." Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development.

Land Use Categories

Objective 8: The Future Land Use Map will include Land Use Categories which outline the maximum level of intensity or density and range of permitted land uses allowed and planned for

an area. A table of the land use categories and description of each category can be found in Appendix A.

Policy 8.1: The character of each land use category is defined by building type, residential density, functional use, and the physical composition of the land. The integration of these factors sets the general atmosphere and character of each land use category. Each category has a range of potentially permissible uses which are not exhaustive, but are intended to be illustrative of the character of uses permitted within the land use designation. Not all of those potential uses are routinely acceptable anywhere within that land use category.

Policy 8.2: Each potential use must be evaluated for compliance with the goals, objectives, and policies of the Future Land Use Element and with applicable development regulations.

Relationship to Land Development Regulations

Objective 9: All existing and future land development regulations shall be made consistent with the Comprehensive Plan, and all development approvals shall be consistent with those development regulations as per the timeframe provided for within Chapter 163, Florida Statutes. Whenever feasible and consistent with Comprehensive Plan policies, land development regulations shall be designed to provide flexible, alternative solutions to problems.

Policy 9.1: Each land use plan category shall have a set of zoning districts that may be permitted within that land use plan category, and development shall not be approved for zoning that is inconsistent with the plan.

Policy 9.2: Developments must meet or exceed the requirements of all land development regulations as established and adopted by Hillsborough County, the state of Florida and the federal government unless such requirements have been previously waived by those governmental bodies.

Neighborhood/Community Development

Objective 16: Neighborhood Protection The neighborhood is a functional unit of community development. There is a need to protect existing neighborhoods and communities and those that will emerge in the future. To preserve, protect and enhance neighborhoods and communities, all new development must conform to the following policies.

Policy 16.2: Gradual transitions of intensities between different land uses shall be provided for as new development is proposed and approved, through the use of professional site planning, buffering and screening techniques and control of specific land uses.

Policy 16.3: Development and redevelopment shall be integrated with the adjacent land uses through:

- a) the creation of like uses; or
- b) creation of complementary uses; or
- c) mitigation of adverse impacts; and
- d) transportation/pedestrian connections

Policy 16.5: Development of higher intensity non-residential land uses that are adjacent to established neighborhoods shall be restricted to collectors and arterials and to locations external to established and developing neighborhoods.

Community Design Component

5.0 NEIGHBORHOOD LEVEL DESIGN

5.1 COMPATIBILITY

GOAL 12: Design neighborhoods which are related to the predominant character of the surroundings.

OBJECTIVE 12-1: New developments should recognize the existing community and be designed in a way that is compatible (as defined in FLUE policy 1.4) with the established character of the surrounding neighborhood.

Livable Communities Element: Wimauma Village Community Plan

Downtown Center

Context: The Downtown Center encourages a range of uses, which should be compact and contain both attached and detached buildings. The residential character hosts a mix of housing types including single family attached and detached homes and multi-family units. Homes located in the Downtown Center zone are normally set back from the front property line to allow a front yard with a porch or stoop; lots often have private rear yards.

The Downtown Center encourages higher density residential with some retail services and office uses meeting locational criteria. This functions as a transition between Downtown Residential and suburban residential neighborhoods, and Main Street uses.

•Live-work units and mixed-use buildings are encouraged

•Includes the Wimauma Downtown TDR Receiving Zone

4.Business and Economic Development – Provide opportunities for business growth and jobs in the Wimauma community

• Expand the commercial core north and south of SR 674 within the Urban Service Area -(Refer to the Wimauma Downtown borders defined by the Wimauma Community Plan)Maintain the Light Industrial and Commercial district as Wimauma Downtown East district along SR 674, east of the conceptual Cross County Greenway to the intersection of Balm-Wimauma Road as an area for future non-residential uses, including industrial Expand job training opportunities within Wimauma, including training for farm workers on sustainable farming practices to help them establish local farm businesses

Staff Analysis of Goals, Objectives and Policies:

The 3.75 \pm acres subject site is located at the southeast quadrant of the State Road 674 and Westlake Drive intersection. The site is in the Urban Service Area and within the limits of the Wimauma Village Community Plan and SouthShore Areawide Systems. The subject site's Future Land Use Category is Office Commercial-20 (OC-20). The applicant is requesting to rezone the subject site from Commercial Intensive (CI) to a Planned Development (PD) to permit a 100,000 square foot mini warehouse.

According to Appendix A of the Future Land Use Element, the intent of the OC-20 Future Land Use Category is *"to recognize existing commercial and office centers and provide*"

for future development opportunities. New retail development should be part of a mixed use development or be clustered at the intersections of major roadways. Retail uses should be discouraged outside of these nodes." OC-20 is located to the north, east and west of the side. Residential-4 is located to the south. Residential-6 is located to the east of the site. The proposed rezoning meets the intent of the OC-20 category as it is a commercial use anticipated in this Future Land Use category and is clustered at the intersection of State Road 674, and West Lake Drive.

The proposed rezoning meets the intent of Objective 1 of the Future Land Use Element of the Comprehensive Plan by providing growth in the Urban Service Area. The proposed rezoning also meets the intent of Policy 1.4, being found compatible with the surrounding area which has commercial uses along State Road 674. According to Policy 1.4 "Compatibility does not mean "the same as." Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development." In this case, a rezoning from CI to PD would not significantly change the existing character of the area which has existing commercial zoning districts to the west and industrial uses to the east.

Objective 9 and Policy 9.2 require that all developments be consistent with the Plan and meet all Land Development Regulations in Hillsborough County. The proposed rezoning will provide access along State Road 674 and Westlake Drive as well as cross access to the east and a sidewalk on West Lake Drive. The Florida Department of Transportation did issue agency comments on October 18, 2022 indicating a concern with the proposed access to West Lake Drive. However, a condition was placed indicating the project shall be served by (and limited to) one (1) access connection along the project's northern boundary, one (1) right-in/right-out access connection along the project's eastern boundary, and one (1) access/ cross-access connection along the project's eastern boundary. December 5, 2022 final Transportation Review provided agency comments indicating that there are no objections subject to final zoning and transportation conditions.

The subject site meets the intent of Objective 16 and Policies 16.2 and 16.3 regarding the protection of adjacent land uses through various buffering and mitigation measures. The subject site is in between light commercial uses to the west and industrial uses to the east. To the south are vacant lands and single-family residential. A stormwater pond will be located to the south and will act as a buffer. The proposed rezoning also meets the intent of Policy 16.5 that intends to concentrate nonresidential along collector and arterial roads external to established neighborhoods. The site is located at the southeast quadrant of State Road 674, and Westlake Drive and will not encroach on the single family residential to the south. The Community Design Component (CDC) in the FLUE also contains policy direction about designing developments that relate to the predominant character of the surroundings (*CDC Goal 12*). It further states that new developments should recognize the existing community and be designed in a way that is compatible with the established character of an area (*CDC Objective 12-1*). The surrounding land use pattern is commercial in character along State Road 674 and the proposed rezoning will not significantly alter that, nor will it encroach onto the single-family residential located further to the south.

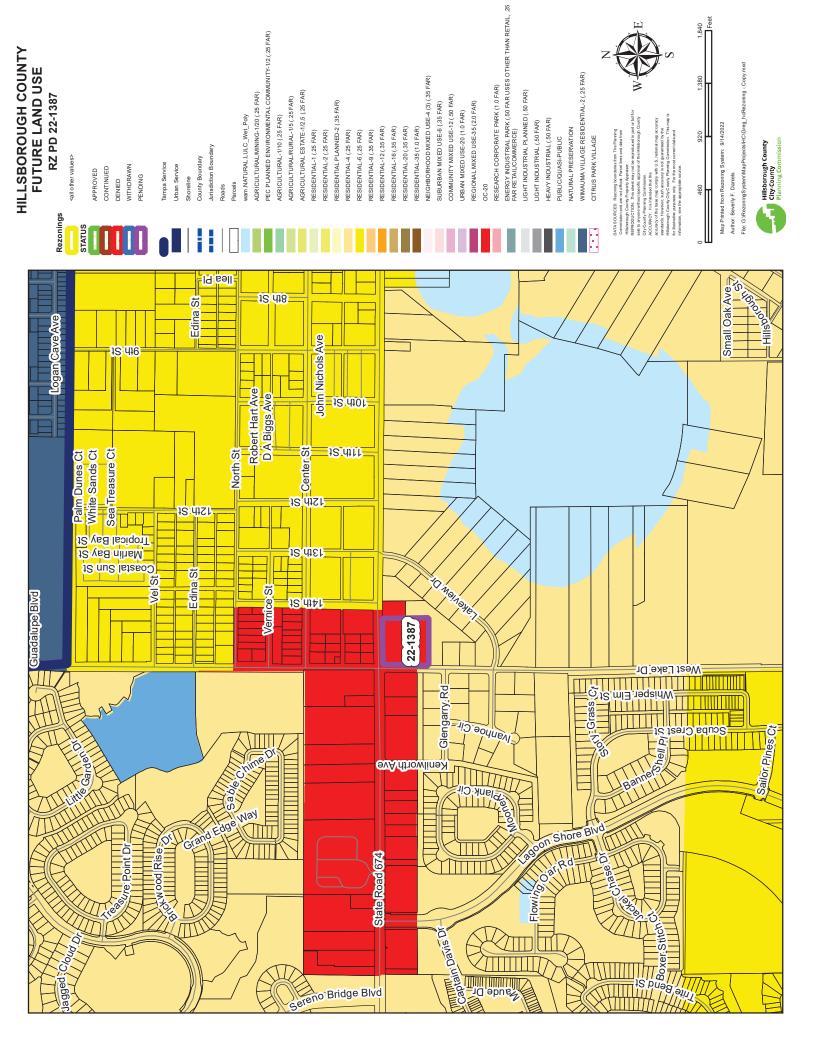
The subject site is in the Wimauma Village Community Plan. Specifically it is located in the Downtown Center B District which includes a mix of residential and retail and office uses. The proposed rezoning will also meet the intent of Business and Economic Development Goal of the Plan by providing a commercial use in the commercial core along State Road 674. The property is also within the SouthShore Areawide Systems. The SouthShore

Areawide Systems encourages and implementing preferred development patterns as identified in community plans. The proposed development is compatible with the surrounding commercial development pattern.

Overall, the proposed rezoning would allow for development that is consistent with the Goals, Objectives and Policies of the *Unincorporated Hillsborough County Comprehensive Plan* and is compatible with the existing and planned development pattern found in the surrounding area.

Recommendation

Based upon the above considerations, the Planning Commission staff finds the proposed rezoning **CONSISTENT** with the *Unincorporated Hillsborough County Comprehensive Plan,* subject to conditions proposed by the Development Services Department.



GENERAL SITE PLAN FOR CERTIFICATION



DEVELOPMENT SERVICES PO Box 1110, Tampa, FL 33601-1110 (813) 272-5600

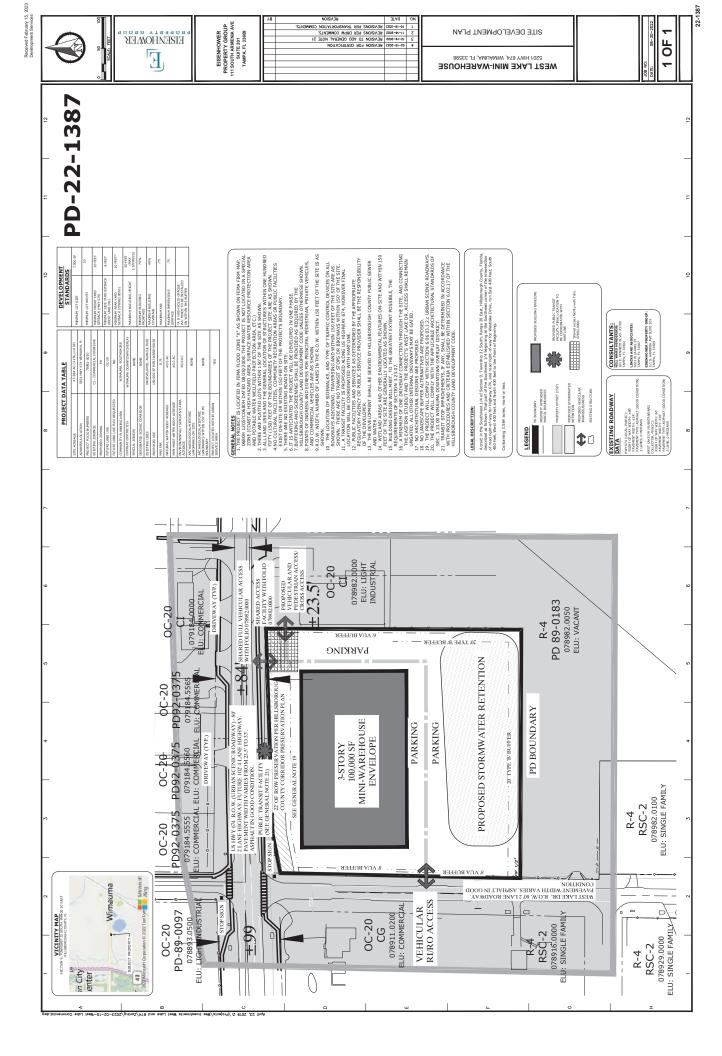
HILLSBOROUGH COUNTY DEVELOPMENT SERVICES DEPARTMENT

GENERAL SITE PLAN REVIEW/CERTIFICATION

BOARD OF COUNTY COMMISSIONERS Donna Cameron Cepeda Harry Cohen Ken Hagan Pat Kemp Gwendolyn "Gwen" Myers Michael Owen Joshua Wostal COUNTY ADMINISTRATOR Bonnie M. Wise COUNTY ATTORNEY Christine M. Beck COUNTY INTERNAL AUDITOR Peggy Caskey

DEPUTY COUNTY ADMINISTRATOR Gregory S. Horwedel

Project Name: Wimauma Cor	nmercial		
Zoning File: PD 22-1387	_Modification:		
Atlas Page: N/A			
To Planner for Review: Date Due:02/2023			
	Phone:813-227-8421/kami.corbett@hwhlaw.com		
Right-Of-Way or Land Required for I	Dedication: Yes 🖌 No		
The Development Services Departm	ent HAS NO OBJECTION to this General Site Plan.		
The Development Services Departm Site Plan for the following reasons:	ent RECOMMENDS DISAPPROVAL of this General		
Reviewed by: Tania C. Chap	ela _{Date:} 02-16-23		
Date Agent/Owner notified of Disapp	roval: 02-16-23		



AGENCY COMMENTS

AGENCY REVIEW COMMENT SHEET

TO: Zoning Technician, Development Services Department

DATE: 12/05/2022 Revised: 1/10/2023

REVIEWER: James Ratliff, AICP, PTP, Principal Planner

PLANNING AREA/SECTOR: WM/ South

AGENCY/DEPT: Transportation PETITION NO: RZ 22-1387

This agency has no comments.

This agency has no objection.

X This agency has no objection, subject to listed or attached conditions.

This agency objects for the reasons outlined below.

CONDITIONS OF APPROVAL

- 1. Notwithstanding anything herein or shown on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access may be permitted anywhere along the PD boundaries.
- 2. The project shall be served by (and limited to) one (1) access connection along the project's northern boundary, one (1) right-in/right-out access connection along the project's western boundary, and one (1) access/ cross-access connection along the project's eastern boundary.
- 3. The design of the right-in/right-out access connection to West Lake Dr. and any required improvements associated with that connection shall be determined during the site/construction plan review process.
- 4. As shown on the site plan, the area between the project's SR 674 access and the proposed access/cross-access along the eastern project boundary shall be considered a Shared Access Facility with folio 78982.0000, which will be subject to the regulatory requirements of the Florida Department of Transportation (FDOT).
- 5. Expect as may be otherwise specified herein these conditions, the project shall comply with and be subject to all applicable sections of Part 3.23.00 of the LDC, i.e. the Wimauma Downtown Overlay District standards, and all other applicable provisions of the Hillsborough County LDC.
- 6. The access point on the project's western boundary shall be constructed up to 28 feet east of the existing right-of-way, but shall not be utilized until such time as the substandard road improvements listed within an approved Design Exception for West Lake Dr. which was considered as a part of nearby PD 21-0959, specifically those portions of the improvements which are generally located between the subject PD's West Lake Dr. access and SR 674, are substantially complete. The access on West Lake Dr. shall be opened and in use within 90 days following the property owner's receipt of written notice from Hillsborough County that the substandard road improvements, West Lake Dr. will meet the minimum essential elements criteria listed within Sec. 3.23.09 and no further substandard road improvements will be required to accommodate development within the subject PD.

- 7. The property owner shall dedicate and convey to Hillsborough County and/or FDOT all rightsof-way and/or easements necessary to construct required site access improvements and offsite improvements set forth in Development Agreement between Hillsborough County, Lennar Homes, LLC and Hillsborough County Schools, which was approved at a June 7, 2022 public hearing of the Hillsborough County Board of County Commissioners and which was recorded in the Official Records of Hillsborough County as Instrument #2022471185 on October 4th, 2022.
- 8. Consistent with the Hillsborough County Corridor Preservation Plan and FDOT PD&E study for the facility, the developer shall preserve a minimum of +/- 22-feet of right-of-way along the project's SR 674 frontage in order to accommodate future 4-laning of the facility. Only those interim uses allowed by the Hillsborough County Land Development Code shall be permitted within the preserved right-of-way. The right-of-way preservation area shall be shown on all future site plans, and building setbacks shall be calculated from the future right-of-way line.

Other Conditions:

- Prior to certification of the General Development Plan (GDP), the applicant shall revise the GDP to:
 - Modify the label reading "Proposed Vehicular Cross Access" to instead state "Proposed Vehicular and Pedestrian Access/Cross-Access – See Conditions of Approval";
 - Modify site note 16 to eliminate the statement that the internal driveways may be gated. In order to comply with Section 3.23.10.C.1. of the LDC, connectivity between the shared access area and West Lake Dr. is necessary. If desired, the applicant may amend the note to state that a minimum of one driveway connection through the site, and connecting the eastern stubout and the project's West Lake Dr. access shall remain ungated; and,
 - Add a shaded area or other distinct crosshatching on the plan, as shown in red in the image below, and label in the legend "Shared Access Facility with Folio 07892.0000".



PROJECT SUMMARY AND TRIP GENERATION

The applicant is requesting to rezone a +/- 3.58 ac. parcel, from Commercial Intensive (CI) to Planned Development (PD). The applicant is requesting approval of 100,000 s.f. of mini-warehouse uses. The site is located within the Downtown Center portion of the Wimauma Downtown Overlay District (WDOD).

As required by the Development Review Procedures Manual (DRPM), the applicant submitted and trip generation analysis. Consistent with the DRPM, because the project generates fewer than 50 peak hour

trips no site access analysis was required to process the zoning request. Staff has prepared a comparison of the number of trips potentially generated under the existing and proposed zoning designations, generally consistent with the applicant's transportation analysis, utilizing a generalized worst-case scenario. Data presented below is based on the Institute of Transportation Engineer's (ITE) <u>Trip</u> <u>Generation Manual</u>, 10th Edition.

Existing Zoning:

Land Use/Size	24 Hour Two-	Total Peak Hour Trips	
	Way Volume	AM	PM
CI, 46,783 s.f. Shopping Plaza (40-150k) – with Supermarket (ITE LUC 821)	4,420	165	422

Proposed Zoning:

Land Use/Size	24 Hour Two-	Total Peak Hour Trips	
Land Use/Size	Way Volume	AM	PM
PD, 100,000 s.f. Mini-Warehouse Uses (ITE LUC 151)	145	9	15

Trip Generation Difference:

Land Use/Size	24 Hour Two-	Total Net Peak Hour Trips	
	Way Volume	AM	PM
Difference	(-) 4,275	(-) 156	(-) 407

TRANSPORTATION INFRASTRUCTURE SERVING THE SITE

West Lake Dr. is a 2-lane, undivided, substandard, collector roadway characterized by +/- 20 feet of pavement in average condition. The roadway lies within a +/- 60-foot wide right-of-way along the project's frontage. There are no sidewalks along West Lake Dr. in the vicinity of the proposed project. There are no bicycle facilities on West Lake Dr. in the vicinity of the proposed project.

SR 674 is a 2-lane, undivided, principal arterial roadway owned and maintained by the Florida Department of Transportation. The roadway is characterized by +/- 24-foot wide travel lanes in average condition. The roadway lies within a +/- 80-foot wide right-of-way along the project's frontage. There are +/- 5-foot wide sidewalks along portions of the north and south sides of SR 674 in the vicinity of the proposed project. There are +/- 4-foot wide bicycle lanes (on paved shoulders) in the vicinity of the proposed project.

SR 674 is shown on the Hillsborough County Corridor Preservation Plan as a future 4-lane facility. According to FDOT staff, a PD&E was conducted for the area which identified 102 feet of right-of-way needed to accommodate the future 4-lane facility, of which 22 feet is required to be preserved south of the existing right-of-way, along the project's frontage.

SITE ACCESS AND CONNECTIVITY/ COMPLIANCE WITH WIMAUMA DOWNTOWN OVERLAY DISTRICT STANDARDS

The applicant is proposing one (1) full access connection to SR 674 and one (1) right-in/right-out connection to West Lake Dr. The applicant is also proposing an access/cross-access along the eastern project boundary. This access will fulfill the Sec. 6.04.03.Q. cross access requirements but also the special connectivity requirements of the WDOD, specifically Section 3.23.10.C.1. Because the SR 674 access does not meet FDOT access spacing requirements, the developer was required to designate the area between the SR 674 driveway and the access/cross-access as a Shared Access Facility serving adjacent

folio 78982.0000. This will permit FDOT the option of closing the access to the adjacent property upon its future development/redevelopment, in which case it would utilize the proposed shared access within the subject PD. Such configuration will improve spacing compliance and enhance safety within the corridor in the future.

Staff's original staff report included a condition requiring easements to be recorded to facilitate the Shared Access Facility. Subsequent to its filing, the applicant met with Development Services Department leadership who agreed to modify the condition to remove the requirement that easements be recorded in the Official Records of Hillsborough County. Staff notes that FDOT still intends to require an easement in order to mitigate the spacing deficiency; however, such issue will be left up to the FDOT through its permitting authority and not enforced through the subject PD.

No auxiliary (turn) lane improvements were found to be warranted pursuant to Section 6.04.04.D of the LDC.

SUBSTANDARD ROADS/ COMPLIANCE WITH WIMAUMA DOWNTOWN OVERLAY DISTRICT STANDARDS

The WDOD contains a special procedure, codified within Sec. 3.23.09 of the LDC, for addressing Substandard Roadways. This section modifies the standard application of Section 6.04.03.L. of the LDC, and places certain requirements on a project's ability to seek relief through the Section 6.04.02.B. Administrative Variance process and the Design Exception process described in Section 1.7.2. of the Transportation Technical Manual. Within the WDOD, determination of whether roadways are substandard are now based upon an evaluation of whether a roadway meets certain Essential Elements. West Lake Dr., as it exists today, does not meet all required Essential Elements, and as such is considered substandard.

Staff met with the applicant's transportation engineer to review the new code language and processes, and agreed that the project was intending to rely on improvements to be constructed by another developer in order to support development within two other previously approved PDs (specifically 21-0959 and 21-1342). These improvements were memorialized in a Design Exception prepared in support of 21-0959, dated February 22, 2022 and approved by the County Engineer on May 11, 2022. They were also memorialized in the tri-party Development Agreement between Hillsborough County, Lennar Homes, LLC and Hillsborough County Schools, which was approved at a June 7, 2022 public hearing of the Hillsborough County Board of County Commissioners. This agreement relied upon lands within the subject PD for the performance of the terms of the agreement, which were acquired by the applicant or another entity for that purpose, and certain improvements required within that agreement are necessary substandard road improvements for the subject PD. Specifically, once those substandard roadway improvements (shown in the DE/agreement and generally located between the project access and SR 674 improvements) have been constructed, the roadway will meet the required Essential Elements and will no longer be considered to be substandard per the special provisions of WDOD. The above referenced DE and Development Agreement have been appended to this report.

The applicant enquired as to whether staff could support a phased approach which will allow a portion of the entitlements to be constructed while the road remains in its existing condition. Staff was unable to support such arrangement, as the provisions of the WDOD do not permit such exception or phasing arrangement. Sec. 3.23.09.C.4. states that substandard roadway improvements must be made where "sufficient right-of-way exists to allow a developer to improve the substandard...roadway network..." Additionally, pursuant to Sec. 3.23.09.E. "A substandard roadway shall be improved prior to or concurrent with the phase of development which takes access to the substandard roadway."

Staff had initially filed a staff report which included a condition which required the developer of the subject PD (or another developer) to construct the applicable portion of the improvements upon which this project is relying to demonstrate compliance with applicable provisions of the WDOD. Subsequent to its

filing, the applicant met with Development Services Department leadership who agreed to modify the condition such that the property owner would only be required to construct the connection to West Lake Dr. when the aforementioned road improvements (by others) are substantially completed, and only then upon the written request of Hillsborough County. Staff notes that while the lack of a connection does allow the project to move forward without addressing substandard road improvements (which aren't triggered due to the lack of a connection), it does mean the project will not be compliant with special connectivity requirements contained within Sec. 3.23.10.C.1. of the WDOD regulations. Such non-compliant status is presumed to be temporary as the condition envisions County staff triggering the requirement for the developer to complete the connection once other developer substantially complete the substandard road improvements, and therefore no waiver/variance/PD variation (as may be appropriate) was required to address this temporary issue.

TRANSIT FACILITIES

Staff's initial staff report had included a condition addressing Sec. 6.03.09 requirements governing provision of required transit facilities. Subsequent to its filing, the applicant met with Development Services Department leadership who agreed to remove the condition; however, the project is subject to Sec. 6.03.09.C.3. of the LDC relating to public transit facilities.

As shown on the current HART system map (excerpt below), the project is located within the HARTFlex Zone, is immediately adjacent to a HARTFlex Route.



As shown in the Transit Development Plan, the area may be served by Flex or Micro-Transit in the future, as well as a local service route which runs adjacent to the site along 674 (excerpt provided below).



ROADWAY LEVEL OF SERVICE (LOS) INFORMATION

Information for West Lake Dr. was not included in the 2020 Hillsborough County LOS report. As such, LOS information for the facility cannot be provided. Information for the other adjacent roadway is provided below.

Roadway	From	То	LOS Standard	Peak Hour Directional LOS
SR 674	US 301	CR 579	D	С

Source: Hillsborough County 2020 Level of Service Report.



Agenda Item Cover Sheet

Agenda Item N° E-5

Data Luna 7 2022

Meeting Date June 7, 2022

Consent Section Regular Section Public Hearing

 Subject:
 Development agreement with Hillsborough
 County Schools (District) and Lennar Homes, LLC

(Development agreement with Hilsborough County Schools (District) and Lennar Homes, ELC (Developer) providing for construction by the Developer of improvements to West Lake Drive, as well as improvements to the intersection of West Lake Drive and SR 674, as alternative mobility fee satisfaction, which will support the impacts of a three-school educational campus on West Lake Drive, provide for satisfaction of school concurrency by payment of a proportionate share mitigation by Developer to the School District and for the Developer to construct and receive reimbursement for access and utility improvements required by the educational campus.

Department Name:	Development Services			
Contact Person:	Adam Gormly / Renge	. Keyers/	Contact Phone:	276-8422
Sign-Off Approvals:	^{ور}	Donna Budr	·e .	
			all_	5/26/2022
Assestant County Administrator	Dute	Dej	artment Director	Date
Management and Budget - Approved as to Finar	acial Impact Accuracy Date	Cos	inty Attomey - Approved as to Legal Sufficiency	Date

Staff's Recommended Board Motion:

Conduct the second of two required public hearings and approve a developer agreement with Hillsborough County Schools (District) and Lennar Homes, LLC (Developer). The agreement provides for construction by the Developer of improvements to West Lake Drive, as well as improvements to the intersection of West Lake Drive and SR 674, as alternative mobility fee satisfaction, which will support the impacts of a three-school educational campus on West Lake Drive. The agreement will also provide for the satisfaction of school concurrency by payment of a proportionate share mitigation by Developer to the School District and for the Developer to construct and receive reimbursement for access and utility improvements required by the educational campus.

Approval of this agreement item would not increase or decrease any County Departmental budgets.

Financial Impact Statement:

Approval of this agreement item would not increase or decrease any County Departmental budgets.

Background:

Hillsborough County Schools (District) filed major modification application MM 21-1342 seeking siting approval for a three-school educational campus on West Lake Drive in Wimauma south of SR 674 which was approved by the Board of County Commissioners at the May 10, 2022, Land Use Meeting. The campus will accommodate up to 2,517 pre-k through 8th grade students and up to 3,230 high school students. As part of the review of the school siting request, it was determined that improvements would be needed to West Lake Drive and the intersection of West Lake Drive and SR 674 in order to accommodate the traffic that would be associated with the school site.

22-0591 1 Original (Manual)

09/19

Lennar Homes, LLC (Developer) filed a rezoning request for a site proximate to and south of the proposed three-school educational campus on West Lake Drive (PD 21-0959), which was approved by the Board of County Commissioners at the May 10, 2022, Land Use Meeting.

The proposed agreement among the County, District and the Developer would provide for the Developer to construct roadway improvements to West Lake Drive and its intersection with SR 674 necessary to support the school site. Developer will reconstruct West Lake Drive from its current substandard condition to provide 11' travel lanes with curb and 10' bike/pedestrian paths on each side of the road which will be required as a condition of its rezoning. Developer will also improve the intersection of West Lake Drive and SR 674 to add turn lanes and signalize the intersection; the intersection improvements will be constructed as an alternative satisfaction of mobility fee obligations for several projects being developed by Lennar Homes. The estimated cost of the intersection improvements is \$2,995,000. For both the West Lake Drive and intersection improvements, Developer will be responsible for designing, permitting, acquiring land and construction of the improvements.

The proposed agreement also provides that Developer will construct site access improvements for the school site consisting of turn lanes and signalization of the main entrance and utility extensions to serve the schools. District will reimburse Developer directly for such work in an amount estimated to be \$2,857,388.

The proposed agreement will also serve as a school concurrency proportionate share agreement that would allow Developer to satisfy school concurrency through a proportionate share mitigation payment to District of up to \$3,927,831 based on residential unit count and product mix for the project.

The agreement has been presented to the Hillsborough County School Board which approved the agreement at its April 19, 2022 meeting. Subsequent to approval of the agreement by the Hillsborough County School Board a scrivener error was discovered regarding one of the Developer projects that was intended to qualify for alternative satisfaction of mobility fee obligations. An addendum has been] added to the agreement to provide a correct project reference and the School District has confirmed that such scrivener error correction does not affect the School District and therefore does not require any additional action by the School Board.

List Attachments: Development Agreement with Exhibits

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("<u>Agreement</u>"), is made and entered into by and between LENNAR HOMES, LLC, a Florida limited liability company (the "<u>Developer</u>"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (the "<u>County</u>") and HILLSBOROUGH COUNTY SCHOOLS (the "<u>District</u>").

PURPOSE STATEMENT

Pursuant to the Florida Local Government Development Agreement Act, <u>Florida Statutes</u> §§163.3220 - 163.3243, (the "<u>Act</u>"), the purpose of this Agreement is to establish cooperative efforts between the public and private sectors whereby:

- (a) Developer will design, permit, and construct: (i) certain roadway and mobility improvements to West Lake Drive (referred to herein as the "West Lake Improvements"), (ii) certain intersection improvement to West Lake Drive and State Road 674 (referred to herein as the "Intersection Improvements"), and (iii) certain public utility extensions (referred to herein as the "Utility Extensions") that confer benefits to the County and District greater than the impacts of Developer Project (as defined herein); and
- (b) District will reimburse Developer for a portion of the actual cost to design, permit, and construct the West Lake Improvements and Utility Extensions as more particularly set forth herein, and reimburse Developer in full for the actual cost to design, permit, and construct site access improvements into the District Property (referred to herein as the "District Access Improvements"); and
- (c) District and County will recognize the vested satisfaction of public school concurrency for Developer Project (as defined herein), subject to Developer making a Proportionate Share Mitigation (as defined herein) payment, which will enable the District to add the District Project (as defined herein) to the School District Five Year Facilities Plan at the time of its next annual update consistent with Section 163.3180(6)(h)(2)(c), <u>Florida</u> <u>Statutes</u> and this Agreement; and
- (d) County will recognize Developer's eligible costs to design, permit, and construct the Intersection Improvements (as defined herein), inclusive of acquiring necessary rightof-way and drainage easements, as alternative satisfaction of mobility fee obligations for the Developer Project, consistent with the Hillsborough County Mobility Fee Program Ordinance, Ordinance 16-8 (the "<u>Mobility Fee Ordinance</u>").

WITNESSETH

WHEREAS, Developer is the contract purchaser and authorized agent for the owners of land described on **Exhibit "A"** attached hereto (the "**Developer Land**") which is generally located within the Wimauma community east of West Lake Drive and north of Bishop Road; and

WHEREAS, Developer proposes to develop and construct a residential subdivision on the Developer Land (the "<u>Developer Project</u>") initially consisting of a maximum of two-hundred ninety nine (299) single-family attached and/or detached units pursuant to Planned Development Zoning RZ 21-0959, as may hereafter be amended (the "<u>Developer Zoning</u>"); and

WHEREAS, District is the fee simple owner of land described on <u>Exhibit "B"</u> attached hereto (the "<u>District Land</u>") which is located in close proximity to the Developer Land; and

WHEREAS, District proposes to develop and construct an educational campus consisting of elementary, middle, and high school facilities on the District Land (the "<u>District Project</u>") pursuant to Planned Development Zoning MM 21-1342 (the "<u>District Zoning</u>"); and

WHEREAS, the Developer Project and the District Project will require and/or benefit from roadway improvements and multi-use trail enhancements within the right-of-way for West Lake Drive between Bishop Road and State Road 674 (the "<u>WL Right-of-Way</u>"), as more particularly described in that Design Exception (dated February 22, 2022) attached hereto as <u>Exhibit "C"</u> (the "<u>West Lake Improvements</u>"); and

WHEREAS, District has agreed as a condition of the District Zoning as further implemented and agreed pursuant to this Agreement:

- (a) to dedicate to the County sufficient additional right-of-way to accommodate the West Lake Improvements adjacent to the District Land; and
- (b) to design, permit, and construct that portion of the West Lake Improvements adjacent to the District Land, together with site access improvements into the District Project ("<u>District Access Improvements</u>") as more particularly detailed on <u>Exhibit "D</u>;" and
- (c) to design, permit, and construct drainage facilities on the District Land, and grant easements in favor of the County over the same, sufficient to accommodate stormwater runoff from the West Lake Improvements as more particularly estimated on <u>Exhibit "E</u>."

The foregoing hereinafter described as (the "District Road Improvements"); and

WHEREAS, Developer has agreed as a condition of the Developer Zoning as further implemented and agreed pursuant to this Agreement:

- (a) to dedicate to the County sufficient additional right-of-way to accommodate the West Lake Improvements adjacent to the Developer Land; and
- (b) to fund the design, permit, and construct the West Lake Improvements, less and except the District Road Improvements that are directly adjacent to District Land, together with site access improvements into the Developer Project ("<u>Developer Access</u> <u>Improvements</u>"); and

(c) to design, permit, and construct drainage facilities on the Developer Land, and grant easements in favor of the County over the same, sufficient to accommodate stormwater runoff from the West Lake Improvements as more particularly estimated on **Exhibit "E."**

The foregoing hereinafter described as (the "Developer Road Improvements"); and

WHEREAS, the Developer Project is consistent with the Hillsborough County Comprehensive Plan; and

WHEREAS, the Developer Project will comply with all applicable land development regulations in effect at the time of permitting unless otherwise provided herein; and

WHEREAS, the Parties agree it would be most cost efficient, would minimize the impacts of roadway construction on the public, and otherwise be in the public interest for the Developer to design and construct the District Road Improvements concurrent with the Developer Road Improvements; and

WHEREAS, the Developer Project and the District Project will require and/or benefit from the extension of water and sewer mains within the WL Right-of-Way to serve their respective projects as graphically depicted on **Exhibit "F"** attached hereto (the "Utility Extensions"); and

WHEREAS, the Parties further agree it would be most cost efficient, would minimize the impacts of roadway construction on the public, and otherwise be in the public interest for the Developer to design and construct the Utility Extensions at time Developer constructs the Developer Road Improvements and District Road Improvements; and

WHEREAS, the District has agreed to reimburse Developer, pursuant to processes and procedures more particularly described in this Agreement, for (a) the actual costs to design, permit, and construct the District Road Improvements, which are directly adjacent to District Land, and (b) the District's proportionate share of the actual cost to design, permit, and construct the Utility Extensions based on the respective capacity need estimates for each project set forth on **Exhibit** "G" (collectively, the "District Funded Improvements"); and

WHEREAS, the County desires the construction of certain intersection improvements at West Lake Drive and State Road 674 as generally described on **Exhibit "H"** attached hereto (the "**Intersection Improvements**"), located within Mobility Fee Benefit District 4 pursuant to the Mobility Fee Ordinance; and

WHEREAS, the Intersection Improvements will require Developer to acquire additional right-of-way and drainage easements from other parcels of land located at the intersection (collectively, the "Intersection Right-of-Way"), which for purposes of this Agreement shall be considered part of the Intersection Improvements; and

WHEREAS, the County has added the Intersection Improvements to the County's sixyear capital improvement program contemporaneous with approval of this Agreement ("<u>Capital</u> <u>Plan Update</u>"); and

WHEREAS, pursuant to the Mobility Fee Ordinance, a developer may propose to construct, pay for, or contribute [to], a qualified capital improvement or right-of-way contribution to a mobility facility in the mobility network in order to satisfy its mobility fee obligation on a dollar-for-dollar basis (each such contribution being an "<u>Eligible Contribution</u>"); and

WHEREAS, the Intersection Improvements qualify as an Eligible Contribution pursuant to the Mobility Fee Ordinance that will confer an area-wide benefit to the mobility network beyond the geographic limits of the Developer Project, and will expedite the construction of such portion of the transportation network beyond what otherwise could be achieved, and, it is therefore deemed to be in the interest of the public health, safety, and welfare for the County to facilitate construction of the Eligible Contribution; and

WHEREAS, Developer has proposed to (i) dedicate, or cause the dedication of, the Intersection Right-of-Way to the County, and (ii) design, permit, and construct the Intersection Improvements consistent with the Capital Plan Update; and

WHEREAS, the County has agreed to recognize and accept the Intersection Improvements, inclusive of the Intersection Right-of-Way, which shall be accepted with the authorization of the party dedicating the Intersection Right-of-Way, as contributions toward alternative satisfaction of mobility fees for the Developer Project (as further defined in Section 3below), consistent with Mobility Fee Ordinance.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. <u>Whereas Clauses</u>. The Whereas clauses set forth above are incorporated herein by reference and made a part of this Agreement.

2. <u>Incorporation of Exhibits</u>. All exhibits hereto are incorporated herein as an integral part of this Agreement.

3. <u>Developer Project</u>. The Developer Project will consist of a maximum of twohundred ninety-nine (299) single-family attached and/or detached units pursuant to Planned Development Zoning RZ 21-0959, and may be modified and/or expanded by the Developer as described below:

a. Notwithstanding anything in this Agreement to the contrary, Developer shall have the right to (1) request an amendment to Developer Zoning, for purposes that include but are not limited to an increase in the number of approved residential units consistent with the Comprehensive Plan ("Developer Zoning Amendment") which if approved by the County will automatically become part of the Developer Project, and (2)

expand the Developer Project (in addition to the land and entitlements that are the subject of Developer Zoning), for all purposes set forth in this Agreement, to include the following contiguous, adjacent lands as part of a unified development:

i. Approximately 5.25 acres, commonly referred to as Folio 079525-0400, and proposed by Developer for a residential subdivision consisting of a maximum of twenty-one (21) single-family attached and/or detached units pursuant to Planned Development Zoning RZ 22-0443 (the "<u>West Lake Annex</u>").

In the event the above rezoning is approved by the County and Developer elects to include the West Lake Annex as part of the Developer Project, then upon written notice by Developer to County and District: (i) the Proportionate Share Mitigation for West Lake Annex shall be as set forth in **Exhibit "I"** such that Developer satisfies all public school concurrency obligations associated with the impacts of West Lake Annex, and (ii) the mobility fee obligations arising from the West Lake Annex may be alternatively satisfied by the Intersection Improvements consistent with the Mobility Fee Ordinance.

In the event a Developer Zoning Amendment is approved by the County that increases the number of approved residential units (i) the Proportionate Share Mitigation attributable to Developer Zoning Amendment shall be as set forth in **Exhibit "I"** such that Developer satisfies all public school concurrency obligations associated with the impacts of Developer Zoning Amendment, and (ii) the mobility fee obligations arising from the Developer Zoning Amendment may be alternatively satisfied by the Intersection Improvements consistent with the Mobility Fee Ordinance.

Developer understands and agrees that nothing contained in this Agreement shall be construed as County approval of any rezoning action or as a guarantee or promise that such approvals will be granted. Each rezoning application shall be reviewed on its own merits based on the laws, ordinances, rules, policies, and regulations in effect at the time of review.

b. Additionally, the County hereby agrees to recognize the Intersection Improvements, inclusive of the Intersection Right-of-Way, as contributions toward alternative satisfaction of mobility fees obligations for the following additional Developer projects, each of which are owned in fee simple by Developer and similarly located within Mobility Fee Benefit District 4, pursuant to the Mobility Fee Ordinance and consistent with Sections 7 and 8 of this Agreement:

i. That certain residential subdivision consisting of one hundred fortyseven (147) single-family attached and detached units the plat for which is recorded at Plat Book 141, Page 247 of the Hillsborough County Official Records and commonly referred to as "<u>South Creek Phases 2A, 2B, and 2C;</u>" and

ii. That certain residential subdivision consisting of seventy-one (71) single-family detached units the plat for which is recorded at Plat Book 142, Page

63 of the Hillsborough County Official Records and commonly referred to as "Touchstone Phase 6;" and

iii. That certain residential subdivision consisting of seventy-two (72) single-family detached units the plat for which is recorded at Plat Book 142, Page 173 of the Hillsborough County Official Records and commonly referred to as "**Ventana Phase 4**;" and

iv. That certain residential subdivision currently proposed for one hundred twenty-six (126) single family detached units as depicted on the Preliminary Plat for "<u>South Shore Pointe</u>" (Folio: 54985.0000 / HC Project ID 5630); and

The foregoing development projects shall be referred to in this Agreement as the "Additional Developer Projects."

Notwithstanding anything in this Agreement to the contrary, this Agreement is not intended, nor shall it be interpreted, to impose any obligations, limitations, or restrictions of any type on the Additional Developer Projects. The Additional Developer Projects are included for the sole and exclusive purpose of establishing the County's agreement to recognize the Intersection Improvements, inclusive of the Intersection Right-of-Way, as contributions toward alternative satisfaction of mobility fees obligations for any Additional Developer Projects approved in compliance with all applicable regulatory requirements and as provided in Sections 7 and 8 of this Agreement.

WEST LAKE IMPROVEMENTS

4. **Design, Permitting and Construction**. For purposes of the following obligations and requirements, the West Lake Improvements shall be inclusive of the District Road Improvements and the Developer Road Improvements.

a. <u>West Lake Improvements</u>. The West Lake Improvements shall be designed, permitted, and constructed as provided below.

b. **Design and Permitting**. Developer shall design and permit the West Lake Improvements, at its sole cost and expense, but subject to reimbursement by the District as provided for in Section 6, including but not limited to any additional boundary and topographic surveys, geotechnical/soil studies and reports, environmental studies, assessments and reports, engineering and design services, application preparation and submittal fees and permit issuance fees, and any other usual and customary costs and expenses. County and District agree to cooperate with the Developer in securing any and all permits and other approvals necessary to construct the West Lake Improvements.

c. <u>Construction</u>. Developer shall construct and complete the West Lake Improvements no later than <u>June 1, 2025</u>; <u>provided</u>, the Developer shall only be obligated to construct the District Access Improvements to the extent the District appropriates and fully funds the cost of constructing the District Funded Improvements.

d. <u>Additional Right-of-Way and Drainage Easements</u>. No later than the commencement of construction, Developer and District shall dedicate such additional right-of-way and drainage easements, as determined by issuance of all applicable government approvals and permits, which shall thereafter be deemed the minimum additional right-of-way and drainage easements necessary to construct the West Lake Drive Improvements. Upon such dedication, and for purposes of this Agreement, such additional right-of-way and easements shall be deemed part of the WL Right-of-Way as that term is used herein.

UTILITY EXTENSIONS

5. **Design, Permitting and Construction**: For purposes of the following obligations and requirements, the Utility Extensions shall be inclusive of the water and sewer mains as graphically depicted on **Exhibit "F."**

a. <u>Utility Extensions</u>. The Utility Extensions shall be designed, permitted, and constructed as provided below.

b. **Design and Permitting**. Developer shall design and permit the Utility Extensions, at its sole cost and expense, but subject to reimbursement by the District as provided for in Section 6, including but not limited to any additional boundary and topographic surveys, geotechnical/soil studies and reports, environmental studies, assessments and reports, engineering and design services, application preparation and submittal fees and permit issuance fees, and any other usual and customary costs and expenses. County and District agree to cooperate with the Developer in securing any and all permits and other approvals necessary to construct the Utility Extensions.

c. <u>Construction</u>. Developer shall construct and complete the Utility Extensions no later than <u>June 1, 2025</u>; <u>provided</u>, the Developer shall only be obligated to construct the Utility Extensions to the extent the District appropriates and fully funds the cost of constructing the District Funded Improvements.

d. <u>Additional Right-of-Way and Drainage Easements</u>. No later than the commencement of construction, Developer and District shall dedicate such additional right-of-way and drainage easements, as determined by issuance of all applicable government approvals and permits, which shall thereafter be deemed the minimum additional right-of-way and drainage easements necessary to construct the Utility Improvements. Upon such dedication, and for purposes of this Agreement, such additional right-of-way and easements shall be deemed part of the WL Right-of-Way as that term is used herein.

DISTRICT REIMBURSEMENT FOR DISTRICT FUNDED IMPROVEMENTS

6. **REIMBURSEMENT BY DISTRICT TO DEVELOPER.**

a. The District shall fund the actual costs to design, permit, and construct the District Funded Improvements.

b. The estimated cost of the District Funded Improvements, which includes the District Road Improvements and the District's proportionate share of the Utility Extensions, is <u>\$2,857,388.33</u> (See: <u>Exhibit "G"</u>). However, the District acknowledges that the actual costs for the District Funded Improvements could be less than or more than the estimated cost.

c. Subject to the terms, limitations and conditions of this Agreement, requests for reimbursement may be made by the Developer on a monthly basis by submission to the District of reimbursement requests satisfying the terms and conditions of this Agreement.

d. All requests for reimbursement shall be on a form approved by the District, and shall include, at a minimum, the line-item for which reimbursement is requested; the unit price for the line item; the date of submittal and requisition number; the person, firm, or corporation to whom payment was made; the amount of reimbursement being requested; and a detailed description of the services performed, or materials provided. In addition, documentation of all materials testing, and certifications as required by applicable technical standards shall be provided with requests for reimbursement, as and when applicable. The request must be accompanied by copies of paid bills, copies of checks, or other means of proving work was completed and paid for by the Developer. Each request for disbursement shall be accompanied by a certification from the contractor, if applicable, that the request is for expenses that have been incurred, together with lien waivers from all third-party contractors, subcontractors, and materialmen.

e. Within forty-five (45) days of receipt of a request for reimbursement of costs satisfying the terms and conditions of this Agreement, the District shall make a reimbursement payment to the Developer. All payments due to Developer under this Agreement shall be subject to Section 715.12, <u>Florida Statutes</u> (a.k.a. Florida Prompt Payment Act).

f. The District reserves the right to request additional commercially reasonable information in order to process a request for reimbursement or to waive any of the information required in this Section 6.

MOBILITY FEE ALTERNATIVE SATISFACTION AGREEMENT (INTERSECTION IMPROVEMENTS)

7. Eligible Contributions and Developer Obligations.

a. In connection with the Developer Project, the Developer proposes to construct, pay for, and/or contribute, or cause the contribution of, the following Eligible Contributions within the mobility network:

i. No later than **June 1, 2025**, dedicate, or cause the dedication of, the Intersection Right-of-Way; *provided*, no certificate of occupancy shall be issued for the Developer Project until such time as the Intersection Right-of-Way has been dedicated to the County or the mobility fees for the Developer Project have been paid; and

ii. No later than <u>June 1, 2025</u>, design, permit, and construct the Intersection Improvements at West Lake Drive and State Road 674; *provided*, no certificate of occupancy shall be issued for the Developer Project until such time as the Intersection Improvements is constructed and accepted for maintenance by the County and Florida Department of Transportation ("FDOT"), along with the required warranty bond, or the mobility fees for the Developer Project have been paid.

b. Developer acknowledges and agrees that <u>Exhibit "H"</u> is a general conceptual depiction of the Eligible Contributions only, and that the design details and specifications for the Eligible Contributions will be determined during the County's construction plan review process and permitting through the FDOT.

c. The estimated cost to design, permit, and construct the Intersection Improvements is \$2,995,000.00, although the actual value and cost for purposes of the alternative satisfaction of mobility fees shall be determined in accordance with the criteria set forth in the Mobility Fee Ordinance and this Agreement (See: Exhibit "G").

d. Upon dedication of the Intersection Right-of-Way within the time frame set forth herein, the actual, established value of such Eligible Contribution may be applied against mobility fee assessments for Developer Project, together with the Additional Developer Projects consistent with Section 7(d)(ii) below. Upon completion of the Intersection Improvements within the time frame set forth herein and acceptance by the County, the actual, established value of such Eligible Contribution may be applied against mobility fee assessments for Developer Project, together with the Additional Developer Projects consistent with Section 7(d)(ii) below.

i. When a certificate of occupancy is issued for the Developer Project, or an Additional Developer Project (consistent with Section 7(d)(ii) below), the established value of an Eligible Contribution shall be applied against the mobility fee assessment on a dollar-for-dollar basis, up to the value of the full value of such

Eligible Contribution or the mobility fee assessment for Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) below), whichever is lower. In the event the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) below), will be issued more than one certificate of occupancy, each time a certificate of occupancy is issued for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) below), the established value of the Eligible Contribution shall be applied against the mobility fee assessment on a dollar-for-dollar basis, up to the amount of the mobility fee assessed or the established value of such Eligible Contribution as reduced by any previous alternative satisfaction of mobility fees, whichever is lower. An Eligible Contribution may not be used in connection with the alternative payment of mobility fees for any development other than the Developer Project and Additional Developer Projects as defined in Section 3(b) above.

e. The Developer acknowledges and agrees that no reimbursement shall be made by the County to the Developer or to its successors or assigns for any Eligible Contribution, or portion thereof, the value of which exceeds the respective mobility fee assessment for the Developer Project, including the Additional Developer Projects as defined in Section 3(b) above. Notwithstanding the foregoing, and in recognition Developer is entering into this Agreement with limited engineering information upon which to estimate the costs and expenses associated with acquisition of the Intersection Right-of-Way and to design, permit, and construct the Intersection Improvements, the County agrees it shall consider in good faith, and act reasonably upon, any future Developer Projects should the actual costs and expenses substantially exceed the Estimated Costs set forth on **Exhibit "G."**

f. The Developer acknowledges that its agreement to construct the Intersection Improvements and dedicate or cause the dedication of the Intersection Rightof-Way by **June 1, 2025** is necessary to enable the District to put the District Project in its 5-year Work Plan, and to induce the County and the District to accept proportionate share mitigation for the Developer Project. Therefore, subject to instances of Force Majeure, as defined below, the Developer's failure to complete the Intersection Improvements and to dedicate or cause to be dedicated the Intersection Right-of-Way by **June 1, 2025** shall void any concurrency approvals for the Developer Project provided by this Agreement, regardless of any Proportionate Share Mitigation paid, except for those residential units for which Certificates of Occupancy have been issued consistent with the conditions of approval for Developer Zoning.

8. Eligible Contribution and County Obligations.

a. Contemporaneous with this Agreement, County shall add the Intersection Right-of-Way and Intersection Improvements to the County's Capital Plan Update in a manner that causes each to qualify as an Eligible Improvement pursuant to the Mobility Fee Ordinance; and further agrees such Eligible Improvements will not thereafter be removed from the County's Capital Plan.

b. Subject to Developer's dedication, or Developer causing such dedication, of the Intersection Right-of-Way within the time frame set forth in this Agreement, County agrees to apply the established value of such Eligible Contribution, as determined by the Mobility Fee Ordinance and this Agreement, to the mobility fee assessment for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), on a dollar-for-dollar basis, up to the value of the full value of the Intersection Right-of-Way or the mobility fee assessment, whichever is lower. County further agrees that in the event the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), will be issued more than one certificate of occupancy, and upon timely dedication of the Intersection Right-of-Way, each time a certificate of occupancy is issued for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), the established value of the Intersection Right-of-Way shall be applied against the respective mobility fee assessment on a dollar-for-dollar basis, up to the amount of the mobility fee assessed or the established value of such Eligible Contribution reduced by any previous alternative satisfaction of mobility fees, whichever is lower.

In event the Intersection Right-of-Way is not dedicated until after such time as mobility fees have been paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), upon application, the County shall refund mobility fees paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), up to an amount the lesser of the mobility fees paid for the Developer Project, or Additional Developer Project, or Additional Developer Project, above), up to an amount the lesser of the mobility fees paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), and the established value of the Eligible Contribution.

Subject to Developer's completion of the Intersection Improvements c. identified herein within the time frame set forth in this Agreement, County agrees to apply the established value of such Eligible Contribution, as determined by the Mobility Fee Ordinance and this Agreement, to the mobility fee assessment for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), on a dollar-fordollar basis, up to the value of the full value of the Intersection Improvements or the mobility fee assessment, whichever is lower. County further agrees that in the event the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), will be issued more than one certificate of occupancy, and upon timely completion of the Intersection Improvements, each time a certificate of occupancy is issued for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), the established value of the Intersection Improvements shall be applied against the mobility fee assessment on a dollar-for-dollar basis, up to the amount of the mobility fee assessed or the established value of such Eligible Contribution reduced by any previous alternative satisfaction of mobility fees, whichever is lower.

In the event the Intersection Improvements is not completed and accepted until after such time as mobility fees for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), upon application, the County shall refund mobility fees paid for the Developer Project, or Additional Developer Project (consistent with Section 7(d)(ii) above), up to an amount the lesser of the mobility fees paid for the Developer Project or Additional Developer Project (consistent with Section 7(d)(ii) above), and the established value of the Eligible Contribution.

DESIGN, PERMIT, AND CONSTRUCTION PROCEDURES

9. <u>Cooperation</u>. The Parties hereby covenant and agree to cooperate with one another in connection with the preparation, submission and processing of applications and related materials, studies and information necessary to obtain all regulatory approvals necessary to construct the West Lake Improvements (inclusive of the District Road Improvement and Developer Road Improvements) and the Intersection Improvements; *provided*, Developer and District shall be responsible for funding the cost and expense of such efforts as agreed pursuant to this Agreement.

Without limiting the foregoing, the District's cooperation shall include, at its sole cost and expense: (a) having a representative available, or having its consultants available, to participate in meetings with regulatory agencies having jurisdiction over the improvements contemplated under this Agreement, including but not limited to the Florida Department of Transportation and Southwest Florida Water Management District, (b) preparing and providing supporting materials, studies, and information as such matters relate to impacts of the District Project and/or related to the District Land, including but not limited to securing approval of methodologies and preparation of transportation analyses in a timely manner necessary for regulatory approval to construct the improvements contemplated under this Agreement, and (c) promptly responding to all requests for additional information necessary for Developer to successfully process all required applications

10. <u>Contractors and Subcontractors</u>. The Developer shall provide its services through properly licensed contractors or subcontractors, provided that the Developer shall be solely responsible for payment to such contractors or subcontractors, shall have the sole right to terminate such contractors or subcontractors, and shall indemnify and hold the District and County harmless for any claims by contractors or subcontractors for payment for work performed for which the Developer has (a) received reimbursement from the District pursuant to the terms of this Agreement, and/or (b) had the value of any Eligible Contribution applied by the County against mobility fee assessments for the Developer Project.

11. <u>Engineer of Record Insurance</u>. Prior to commencement of permitting, the Developer shall cause the engineer of record to include the County and District as an insured or additional insured on the engineer's policy of general liability insurance as to District Funded Improvements and Intersection Improvements.

12. Contractor Insurance and Bonding.

a. The Developer shall cause the contractor for the District Funded Improvements to name the District as insured or additional insured for all policies of insurance which the contractor is required to obtain in connection with District Funded Improvements, and shall furnish the District with certificates of insurance.

b. The Developer shall cause the contractor for the West Lake Improvements and Intersection Improvements to name the County as insured or additional insured for all policies of insurance which the contractor is required to obtain in connection with West Lake Improvements and Intersection Improvements, and shall furnish the County with certificates of insurance.

c. Upon completion and in conjunction with conveyance of such improvements to the County, the Developer shall provide a warranty bond to the County in conformance with the County's Land Development Code.

SCHOOL CONCURRENCY

13. <u>School Concurrency</u>. The County and District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards ("<u>Level of Service</u>")consistent with the terms of the current Interlocal Agreement between the District and County (the "<u>Interlocal Agreement</u>"), and the public school facilities and capital improvement elements of the Hillsborough County Comprehensive Plan for Hillsborough County (the "<u>Comprehensive Plan</u>"). At time of this Agreement:

a. Developer has submitted a concurrency application for Developer Project to the District (Concurrency Project No. 869), which assumes a maximum development and phasing schedule below as set forth on the *Phasing and Mitigation Table* attached hereto as **Exhibit "I."** (the "**Concurrency Application**"); and

b. At the adopted Level of Service standards, (i) adequate school capacity <u>is</u> <u>not available</u> to accommodate the elementary, middle, and the high school students the Developer Project is anticipated to generate within the concurrency services area or areas ("<u>Concurrency Service Area</u>"; "<u>Concurrency Service Areas</u>") in which the Developer Project is located; (ii) the needed school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Developer Project is located is also not available in any contiguous Concurrency Service Areas; and (iii) available school capacity will not be in place or under actual construction within three (3) years after the approval of the Developer Project; and

c. Authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard

for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

d. The Parties agree that public school concurrency shall be satisfied by the Developer's execution of and compliance with this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units ("**Proportionate Share Mitigation**"); and

e. The Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy all public school concurrency obligations for Developer Project is the payment of Proportionate Share Mitigation in the amounts set forth on the *Phasing and Mitigation Table* attached hereto as **Exhibit "1"** and made a part hereof; and

f. The Hillsborough County Land Development Code requires that proportionate share mitigation for proposed developments that cannot meet the adopted level of service standards for school facilities be assured by a legally binding development agreement between the District, the County, and the Developer; and

g. The Florida Local Government Development Agreement Act, Florida Statutes §§163.3220 - 163.3243, (the "<u>Act</u>"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and

h. Such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development; and

i. The Developer shall obtain the required permits for the Developer Project which may include, but shall not be limited to, the following:

- 1. FDEP Water
- 2. FDEP Sewer
- 3. FDEP/Army Corps Joint Dredge & Fill Permit
- 4. Hillsborough County Driveway Permit
- 5. Hillsborough County Building Permit
- 6. Hillsborough County Site Development Permits
- 7. Hillsborough County Right-of-Way Use Permits
- 8. SWFWMD Environmental Resource Permits/ Stormwater Management Permit/ Consumptive and/or Water Use Permit(s)

The failure of this Agreement to address a particular permit, condition, term, or restriction applicable to Developer Project shall not relieve the Applicant of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

14. <u>Proportionate Share Mitigation</u>. The Parties agree that the payment by the Developer of Proportionate Share Mitigation in the total maximum amount of \$3,927,831.00 for Developer Project is the appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Payment of the Proportionate Share Mitigation shall satisfy all public school concurrency obligations for the Developer Project; *provided*, payment of the appropriate portion of the Proportionate Share Mitigation shall be done in a manner consistent with the *Phasing and Mitigation Table*, which shall satisfy the public school concurrency obligations for that phase of the Developer's Project.

No later than preliminary plat approval, Developer shall notify the County and District of its total residential unit count and product mix for the Developer Project, or any phase(s) thereof ("**Developer's** <u>Capacity Notice</u>"). Concurrent with preliminary plat approval for subject Developer Project, or any phase(s) thereof, the District shall be authorized to administratively: (a) adjust the Proportionate Share Mitigation set forth on the *Phasing and Mitigation Table* should the total number of students generated by the subject Developer Project, or any phase(s) thereof, be less than contained in the Concurrency Application, (b) issue a Conditional Certificate of School Concurrency, subject only to payment of Proportionate Share Mitigation, for the subject Developer Project, or any phase(s) thereof, and (c) release any unused elementary, middle, and high school student seats reserved under this Agreement consistent with Developer's Capacity Notice, if applicable.

The Parties agree that the Proportionate Share Mitigation payment shall occur after preliminary plat approval and no later than the County's administrative Final Plat approval for subject Developer Project, or any phase(s) thereof. This payment shall be made directly to the District. Once the Developer has made a Proportionate Share Mitigation payment for the Developer Project, or any phase(s) thereof, the District shall issue a Final Certificate of School Concurrency, which shall become permanent to the extent of the capacity mitigated by the Proportionate Share Mitigation, and the Developer shall thereafter be entitled to rely on such Final Certificate of School Concurrency which right of reliance shall survive the expiration of this Agreement.

The Developer shall provide a report to the County and the District indicating the number of building permits and certificates of occupancy issued for the Developer Project with each preliminary plat or site construction plan submittal.

15. <u>Impact Fee Offset</u>. As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide an impact fee offset for the Developer Project toward any school impact fee or exaction imposed by ordinance of the County equal to Proportionate Share Mitigation payment(s) made by the Developer pursuant to this Agreement, on a dollar-for-dollar basis. In accordance with section 163.31801, <u>Florida Statutes</u>, all offsets shall be

assignable and transferable at any time after establishment to any other development or parcel within the County. Provided, however nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

16. <u>School Capacity Improvement</u>. The District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward the following school capacity improvement: **WEST LAKE EDUCATION CAMPUS** (the "Capacity Improvement"). The Capacity Improvement will be added to the School District Five Year Facilities Plan as adopted in the capital improvements element of the Comprehensive Plan at the time of its next annual update. As provided for in Hillsborough Comprehensive Plan, Public Schools Element, Policy 2.3.9, the Capacity Improvement shall be in place or under actual construction within three years after the issuance of the first Subdivision Final Plat or Site Development Construction Plan for the Developer's Project or the School District will provide for temporary capacity through the use of relocatable classrooms or other measures while funded schools or school expansions in the construction process.

17. <u>Statutory Compliance</u>. The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes. This Development Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Pursuant to Section 163.3233(1), Florida Statutes, the County's laws and policies governing the development of the Project at the time of the execution of this Development Agreement shall govern development of the Project for the duration of the Development Agreement. The County may apply subsequently adopted regulations and policies to the Project in accordance with the requirements of Section 163.3233(2), Florida Statutes.

18. **Release**. Upon the performance of all obligations of all Parties hereto as set forth in these school concurrency provisions (Sections 13 through 19 of this Agreement), the District shall release the Developer from the Proportionate Share Mitigation provisions of this Agreement, and the Developer shall release the District and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Developer's expense in the Official Records of Hillsborough County, Florida, evidencing such performance.

19. <u>Vesting</u>. As a material inducement to Developer entering into this Agreement, the District and County hereby acknowledge and agree that, subject to all applicable requirements of this Agreement being satisfied, the elementary, middle, and high school student seats necessary to accommodate the anticipated school capacity demands generated by the Developer Project, as contained in the Concurrency Application, and more particularly set forth on the Phasing and Mitigation Table, shall be reserved and deemed vested for use by Developer in connection with the Developer Project, and shall not expire or terminate, or otherwise be reduced, during the term of this Agreement unless expressly released in connection a Developer's Capacity Notice.

MISCELLANEOUS

20. <u>Binding Effect</u>. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

21. <u>Applicable Law; Jurisdiction; Venue</u>. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Hillsborough County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. <u>Joint Preparation</u>. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. <u>Exhibits</u>. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

24. <u>Captions or Paragraph Headings</u>. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

25. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.

26. **Effective Date and Duration**. This Agreement shall become effective upon recording (the "**Effective Date**"), consistent with Section 31 below, and shall remain in effect until the earlier of (a) ten years from the Effective Date, and (b) the date upon which all of the obligations of the parties provided for in this Agreement have been satisfied, unless otherwise extended or terminated as provided for herein, as evidenced by a release executed by the District and County and recorded in the Public Records of Hillsborough County (the "Term"). Prior to such satisfaction, this Agreement may be terminated only by mutual consent of the parties.

27. <u>Amendment</u>. This Agreement may be amended by mutual consent of the parties.

28. **Indemnity**. The Developer hereby agrees to indemnify and hold the County and District harmless against any and all claims for personal injuries, death, property damage, violations of law and any other losses, damages, charges or expenses, including attorney's fees, which may arise during the Term of this Agreement (hereinafter the "**Indemnification Period**"), as a result of the sole actions of the Developer and/or the Developer's agents, contractors, representatives, servants, employees, invitees, successors, subsidiaries or affiliates for actions performed pursuant to this Agreement. The Developer shall not indemnify (a) the County for any losses, damages, charges, or expenses arising from County's negligence or intentional misconduct, (b) the District for any losses, damages, charges or expenses arising from District's negligence or intentional misconduct, (c) nor for the act of any third party that is not an agent, contractor, representative, servant, employee, invitee, successor, subsidiary, or affiliate of the Developer. To the extent of any conflict with any right of way permit or other permit required by the County to

effectuate this Agreement, the Indemnity terms of this Agreement shall govern. Nothing herein shall be deemed a waiver of the sovereign immunity provisions of Section 768.28, Florida Statutes.

29. **Further Assurances**. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other parties in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

30. <u>Notices</u>. Any notices or reports required by this Agreement shall be sent to the following:

For the County:	County Administrator, Hillsborough County
	P. O. Box 1110
	Tampa, FL 33601

With a Copy to: Director, Public Works Hillsborough County P. O. Box 1110 Tampa, FL 33601

For the School District:

School Board of Hillsborough County Operations Division 901 E. Kennedy Blvd. Tampa, Florida 33602 Attention: General Manager, Growth Management

- With a Copy to: Hillsborough Public Schools County Attorney Attorney's Office: 901 E. Kennedy Blvd. Tampa, Florida 33602 Attention: School Board Attorney
- For the Developer: Attn: Parker Hirons, Vice President Lennar Homes, LLC 4600 West Cypress Street Suite 200 Tampa, Florida 33607

With a Copy to:	Brooks, Sheppard, & Rocha, PLLC
	Michael Brooks, Esquire
	Rebecca Kert, Esquire
	400 North Tampa Street Suite 1910
	Tampa, Florida 33602

31. <u>Notice and Recording</u>. The Developer will be responsible for and shall pay all costs related to providing notice and advertising this Agreement under Florida Statute § 163.3225 and recording of this Agreement. Notwithstanding anything herein to contrary, the Parties acknowledge that for purposes of the Act this Agreement shall be deemed entered into only upon Developer's acquisition and purchase of the Developer Land ("<u>Developer Closing</u>"). Developer shall deliver prompt notice of the Developer Closing to both the County and District, and County shall thereafter record this Agreement consistent with the Act, with a copy of the notice of Developer Closing attached to the Agreement as <u>Exhibit "J."</u>

32. <u>Limited Obligations of the School District</u>. This Agreement shall not be or constitute a general obligation or indebtedness within the meaning of the Constitution of the State of Florida. The obligations hereunder are limited and special obligations of the School District. The Developer shall never have the right to compel the exercise of the ad valorem taxing power or the use of ad valorem tax revenues of the School District to pay such obligation. The School District's obligations under this Agreement shall be payable solely from legally available non-ad valorem revenues of the School District.

33. Land Development Regulations. Notwithstanding anything contained in this Agreement to the contrary, the County does not, by this Agreement, abrogate any right it may have to grant or deny any particular land development regulatory approval, zoning classification or any applicable permit or approval with respect to development of the Developer Project and District Project.

34. <u>LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING</u> ACCESS TO RECORDS FOR CERTAIN SERVICES CONTRACTS.

The parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement, and that the inclusion of this statement and provisions below shall not be construed to imply that the Developer (or Contractor/Service Provider) has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Developer is acting on behalf of the County in any way or capacity whatsoever as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions in this Article are otherwise applicable to the Developer. As stated below, the Developer may contact the County's Custodian of Public Records with questions regarding the application of Public Records Law; however, the Developer is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Developer advice regarding its legal rights or obligations.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

813-307-1024 (telephone number) <u>perryc@hillsboroughcounty.org</u> (email address) 601 E. Kennedy Boulevard, 22nd Floor, Tampa FL 33602 (mailing address)

If under this Agreement, the Developer is providing services and is acting on behalf of the County or the District as provided under Section 119.011(2), Florida Statutes, the Developer will comply with public records law, and agrees to:

- i. Keep and maintain public records required by the County or the District to perform the service.
- ii. Upon request from the County's or the District's custodian of public records, provide the County or the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the contract if the Developer does not transfer the records to the County or the District as applicable.
- iv. Upon completion of the Agreement, transfer at no cost to the County and/or the District, as applicable, all public records in possession of the Developer or keep and maintain public records required by the County and/or the District to perform the service. If the Developer transfers all public records to the County and/or the District upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County and/or the District, upon request from the County's or the District's custodian of public records, in a format that is compatible with the information technology systems of the County and/or the District.

Failure of the Developer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, if applicable, shall be grounds for immediate unilateral termination of this Agreement by the County and the District.

35. <u>Assignment</u>. This Agreement shall run with the Developer Land and shall not be assigned except to a successor-in-title to Developer Land. Any such assignment shall be in writing, executed by both parties to the assignment, with a copy of said assignment delivered to the County

and District. No person or entity who is not a Party to this Agreement shall have any rights or obligations under this Agreement. The Parties intend that unless an assignment occurs consistent with this section, no other person or entity shall be a beneficiary of this Agreement.

Notwithstanding the forgoing, no Lot Owner shall have any rights or obligations under this Agreement. A "Lot Owner" shall mean an end-user of a lot created within the Developer Land with a completed residential unit constructed thereon for which a certificate of occupancy has been issued.

36. <u>Negation of Agent or Employee Status</u>. The Developer shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Developer or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of the Developer to be a representative, agent, subagent or employee of the County or District. In no event shall any provision of this Agreement make the County or District liable to any person or entity that contracts with or provides goods or services to the Developer in connection with the obligations set forth in this Agreement, or for any debts or claims of any nature accruing to any person or entity against the Developer. There is no contractual relationship, either express or implied, between the County or District and any person or entity supplying any work, labor, services, goods or materials to the Developer as a result of this Agreement.

37. <u>Applicable Laws and Regulations</u>. The Developer shall comply with all applicable laws, orders, and codes of federal, state and local governments as they pertain to this Agreement.

38. <u>Electronic Signatures Authorized</u>. The parties agree that this Agreement may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

39. **Force Majeure**. If the performance by a Party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, labor dispute, pandemic, lockdown/quarantine, governmental delay, or unavailability or scarcity of materials, then the deadline for completion of such obligation shall be extended by a like number of days, subject to the amendment of this Agreement by the parties. The foregoing shall not apply to any obligation to pay money due hereunder.

- Exhibit A: Developer Land Legal Description
- Exhibit B: District Land Legal Description
- Exhibit C: West Lake Improvements (Design Exception)
- Exhibit D: District Access Improvements

- Exhibit E: Drainage Facilities for Intersection and West Lake Improvements
- Exhibit F: Water and Sewer Main Extensions
- Exhibit G: Cost Estimates
- Exhibit H: Intersection Right-of-Way and Improvements
- Exhibit I: Proportionate Share Phasing and Mitigation Table
- Exhibit J: Notice of Developer Closing

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ADDENDUM

WHEREAS, prior to full execution of that certain DEVELOPMENT AGREEMENT ("<u>Agreement</u>"), is made and entered into by and between LENNAR HOMES, LLC, a Florida limited liability company (the "<u>Developer</u>"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (the "<u>County</u>") and HILLSBOROUGH COUNTY SCHOOLS (the "<u>District</u>"), the parties have become aware of a scrivener error; and

WHEREAS, the scrivener error affects the proper implementation of Sections 7 and 8 of the Agreement generally referred to as "Mobility Fee Alternative Satisfaction Agreement (Intersection Improvements);" and

WHEREAS, the scrivener error impacts only agreements between Developer and County, and does not impact agreements between the District and the Developer or County; and

WHEREAS, Developer and County desire to correct the scrivener error prior to final approval and execution by the County and include this Addendum as <u>Page 22-A of 36</u> of the final and fully executed Agreement.

WHEREAS, the District has provided Developer and County with confirmation that correction of the below scrivener error will not require further action by the District, which confirmation is attached hereto a <u>Composite Pages 22-B through 22-D of 36</u>; and

NOW, THEREFORE, Developer and County agree as follows:

1. Section 3(b)(ii) of the Agreement shall be corrected to delete the below strikethrough language, and the same replaced with the below underlined language:

ii. — That certain residential subdivision consisting of seventy-one (71) singlefamily detached units the plat for which is recorded at Plat Book 142, Page 63 of the Hillsborough County Official Records and commonly referred to as "<u>Touchstone Phase 6</u>;" and

ii. A maximum of seventy-one (71) single-family detached units located within the plat for which is recorded at Plat Book 140, Page 145 of the Hillsborough County Official Records and commonly referred to as "Belmont South Phase 2F;" and

Subject:	Re: WL Addendum - Scrivener Error	
Date:	Thursday, May 26, 2022 at 10:53:05 AM Eastern Daylight Time	
From:	Julia Mandell	
To:	Michael Brooks	
CC:	Christopher Farkas, Rebecca Kert, Adam J Gormly, michelle.orton@hcps.net, Nancy Takemori - Hillsborough County (takemorin@hillsboroughcounty.org), Renee Kamen	
Attachments: image001[49].png, image001[49].png		

Ok. Then I don't see any issue with how you are proceeding.

Thank you

-Julia Mandell

	T 813.273.5000
Julia Mandell	D 813.273.5110
Real Estate and Land Use Section Chair	F 813.273.5145
The Florida Bar Board Certified in City, County	12VAVAVA
and Local Government Law	

GrayRobinson, P.A. - 401 East Jackson Street, Suite 2700, Tampa, Florida 33602

GRAYROBINSON ATTORNEYS | ADVISORS | CONSULTANTS

On May 26, 2022, at 10:51 AM, Michael Brooks <mbrooks@bsrfirm.com> wrote:

This message originated outside of GrayRobinson.

Thanks, Julia

We are proposing to place the Addendum as an insert (Page 22-A, which will fall before the collective signature pages) into the final and fully executed Agreement, without any additional signature pages. The Developer and County are agreeable to this approach.

So we aren't asking if the District will execute the Addendum; rather, we are asking whether the District is agreeable to this approach in handling the mutual mistake.

From: Julia Mandell <Julia.Mandell@gray-robinson.com> Date: Thursday, May 26, 2022 at 10:44 AM To: Michael Brooks <mbrooks@bsrfirm.com>, Christopher Farkas <christopher.farkas@hcps.net> Cc: Rebecca Kert <RKert@bsrfirm.com>, Adam J Gormly <gormlya@hillsboroughcounty.org>, michelle.orton@hcps.net

Page 1 of 3

<michelle.orton@hcps.net>, Nancy Takemori - Hillsborough County (takemorin@hillsboroughcounty.org) <takemorin@hillsboroughcounty.org>, Renee Kamen <renee.kamen@hcps.net> Subject: RE: WL Addendum - Scrivener Error

Michael

I did discuss this with Rebecca and it does not appear this would have any impact on the School District. That being said, if you the School District to sign this addendum, I will need to discuss with Chris, Michelle and Renee the process to obtain that signature. Thanks Julia

Julia Mandell	T 813.273.5000 D 813.273.5110
Real Estate and Land Use Section Chair	F 813.273.5145
The Florida Bar Board Certified in City, County	1 015.275.5145
and Local Government Law	a fr

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This e-mail is intended only for the individual(s) or entity(s) named within the message. This e-mail might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. Should the intended recipient forward or disclose this message to another person or party, that action could constitute a waiver of the attorney-client privilege. If the reader of this message is not the intended recipient, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and to do so might constitute a violation of the Electronic Communications Privacy Act, 18 U.S.C. section 2510-2521. If this communication was received in error we apologize for the intrusion. Please notify us by reply e-mail and delete the original message without reading same. Nothing in this e-mail message shall, in and of itself, create an attorney-client relationship with the sender.

From: Michael Brooks <mbrooks@bsrfirm.com> Sent: Thursday, May 26, 2022 10:39 AM To: Christopher Farkas <christopher.farkas@hcps.net>; Julia Mandell <Julia.Mandell@grayrobinson.com> Cc: Rebecca Kert <RKert@bsrfirm.com>; Adam J Gormly <gormlya@hillsboroughcounty.org>; Nancy Takemori - Hillsborough County (takemorin@hillsboroughcounty.org)

<takemorin@hillsboroughcounty.org>; Renee Kamen <renee.kamen@hcps.net> Subject: WL Addendum - Scrivener Error

This message originated outside of GrayRobinson.

Chris / Julia

Attached is a proposed "Addendum" to the West Lake Agreement that will correct a scrivener error regarding one of the Lennar projects that qualifies for alternative mobility fee satisfaction consistent with the County Mobility Fee Ordinance. The original form of the Agreement, which has already been to the District for approval and execution, mistakenly included a Lennar project located in a different Mobility Fee District than the Intersection Improvements—therefore making that project ineligible for mobility fee satisfaction as contemplated by the Agreement.

Following a conversation with Adam Gormly this morning the proposed fix is to swap out the project identified in Section 3(b)(ii) for a different Lennar project in the correct Mobility Fee District, and to codify that change via the attached Addendum to be included as <u>Page 22-A of 36</u> of the final and fully executed Agreement.

The change in no way affects any agreements between the District and either the County of Developer, whether as to District costs or timing of construction of any improvements.

Second and final reading of the Agreement is scheduled for the June 7th BOCC. Developer and County are requesting District confirmation and concurrence that the scrivener error can be corrected in this manner without further District action.

Michael /

Please Note: I will be out of the office from June 10th through June 17th with very limited access to communications while away.

Michael Brooks



Brooks, Sheppard & Rocha, PLLC 400 N Tampa Street - Suite 1910 Tampa FL 33602 P 813 543 5900 | F 813 543 5901 Real estate. Real solutions. www.bsrfirm.com

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IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

DEVELOPER

Vitnesses: Print Name: Print Name: (

LENNAR HOMES, LLC. a Florida Limited Liability Company

	\leq
C	\mathcal{U}
By: Fleve	. In:th

Its: Vice President

Date: <u>5/6/22</u>

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of \mathbf{W} physical presence or \Box online notarization, this 10th day of May, 2022, by <u>Sleve Smith</u>, as <u>Nice Westdent</u> of LENNAR HOMES, LLC, a Florida limited liability company, for and on behalf of the Company. He/she is I personally known to me or I has as identification. produced

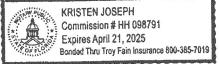
)

)

en

Notary Public, State of Florid

Knisten Joseph Name of Notary Printed, Stamped or Typed Notary Seal:

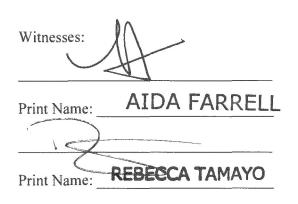


HILLSBOROUGH COUNTY

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA Attest: Cindy Stuart, Clerk By: By: Deputy Clerk Kimberly Overman Chair COUNT June 7, 2022 Date: Approved as to form and legar sufficiency: By: Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY FLORIDA DOCUMENT NO. 22-0591

SCHOOL DISTRICT



SCHOOL DISTRICT OF HILLSBOROUGH COUNTY, FLORIDA,

NADIA T. COMBS By:

Its: CHAIR

Date: 4/19/2022

ATTEST: SUPERINTENDENT OF SCHOOLS By: (Please Print)

EXHIBIT "A"

DEVELOPER LAND

Parcel 1:

Tracts 1 through 8, inclusive in the Southwest ¼ of Section 16, Township 32 South, Range 20 East of DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, as recorded in Plat Book 1, page 136, of the Public Records of Hillsborough County, Florida and all of vacated road lying South and adjacent to Tracts 5 through 8, inclusive of the aforesaid property, less the West 15.0 feet of Tracts 4 and 5 for additional right-of-way for Westlake Drive.

Less and except the lands as described in Official Records Book 11462, page 1649, Public Records of Hillsborough County, Florida, being further described as following:

A portion of Tract 4 in the Southwest 1/4 of Section 16, Township 32 South, Range 20 East of DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, as recorded in Plat Book 1, page 136, of the Public Records of Hillsborough County, Florida, more particularly described as: From the Northwest corner of the Southwest 1/4 of Section 16; run South (assumed), a distance of 167.0 feet; thence South 88°30' East and parallel to the North boundary of said Southwest 1/4, a distance of 30.0 feet for a point of beginning; thence continue South 88°30' East, a distance of 335.0 feet; thence South and parallel to the West boundary of Section 16, a distance of 225.0 feet; thence North 88°30' West, a distance of 335.0 feet; thence North, 225.0 feet to the point of beginning.

Also being described as follows:

From the Northwest corner of the Southwest 1/4 of Section 16; run S00°36'42" E, a distance of 167.0 feet; thence S89°10'30" E and parallel to the North boundary of said Southeast 1/4, a distance of 30.00 feet for a point of beginning; thence continue S89°10'30" E, a distance of 335.0 feet; thence S00°36'42" E and parallel to the West boundary of Section 16, a distance of 225.0 feet; thence N89°10'30" W, a distance of 335.0 feet; thence N00°36'42" W, 225.0 feet to the point of beginning.

Also less and except the lands as described in Official Records Book 13050, page 835, Public Records of Hillsborough County, Florida, being described as following:

Tract 8 in the SW 1/4 of Section 16, Township 32 South, Range 20 East, DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, according to the plat thereof recorded in Plat Book 1, page 136, Public Records of Hillsborough County, Florida, less the West 165.0 feet and less the South 165.00 feet thereof.

Parcel 2:

A portion of Tract 4 in the Southwest 1/4 of Section 16, Township 32 South, Range 20 East of DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, as recorded in Plat Book 1, page 136, of the Public Records of Hillsborough County, Florida, more particularly described as:

From the Northwest corner of the Southwest ¼ of Section 16; run South (assumed), a distance of 167.0 feet; thence South 88°30' East and parallel to the North boundary of said Southwest 1/4, a distance of 30.0 feet for a point of beginning; thence continue South 88°30' East, a distance of 335.0 feet; thence South and parallel to the West boundary of Section 16, a distance of 225.0 feet; thence North 88°30' West, a distance of 335.0 feet; thence North, 225.0 feet to the point of beginning.

EXHIBIT B

District Land

PARCEL 1 (Folio: 079005-0000):

The South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida LESS the North 208.75 feet thereof AND LESS a tract beginning 208.75 feet South and 523 feet East of the Northwest corner of said South 1/2; thence run South 25 feet, thence Southeasterly 84.2 feet to a point 308.75 feet South of North Boundary of South 1/2 of Southwest 1/4 of Southwest 1/4 and 561.25 feet East of the West boundary of Southwest 1/4; run thence East to the East boundary of the Southwest 1/4 of Southwest 1/4; thence run North 100 feet; thence run West to point of beginning, less West 30 feet thereof for road right-of-way.

PARCEL 2 (Folio: 079458-0200):

The North 1/2 of the Northwest 1/4 less the West 30 feet of the North 1/2 and less the West 15 feet of the South 1/2 of the Northwest 1/4 for road right-of-way and less tract described as beginning 629 feet North 01 ° 17'40" West and 665 feet North 85 ° 47'40" West of the Southeast corner of the North 1/2 of the Northwest 1/4 for Point of Beginning and run North 69° 53'40" West 328.5 feet North 66° 32'40" West 332.15 feet North 9° 42'20" East 305 feet more or less to Lake Wimauma Southeasterly along Lake 651 feet more or less to a point North 09° 42'20" East 376 feet more or less from Point of Beginning and South 09° 42'20" West 376 feet more or less to Point of Beginning less the following: From the Southeast corner of the North 1/2 of the Northwest corner North 01 ° 17'40" West 653.3 feet to South boundary 629 feet North 87° 37'40" West 978.5 feet to a point South 01 ° 17'40" West 653.3 feet more or less to Point of Beginning, all being in Section 16, Township 32 South, Range 20 East, Hillsborough County, Florida.

PARCEL 3 (Folio: 079458-0000):

A tract lying in the North 1/2 of the Northwest 1/4 of Section 16, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida, described as follows: From the Southeast corner of said North 1/2 of the Northwest 1/4 of Section 16, run North 1° 17'40" West along the East boundary of said North 1/2 of the Northwest 1/4 of Section 16 a distance of 629.0 feet; run thence North 85°47'40" West a distance of 665.0 feet; run thence North 69°53'40" West a distance of 328.5 feet to a point of beginning; From said point of beginning, run North 09°42'20" East approximately 329 feet to a point at the water's edge of Lake Wimauma, said point being hereby designated "Point Y"; beginning again at the point of beginning, run North 66°32'40" West a distance of 332.15 feet; run thence North 09°42'20" East approximately 305 feet to a point at the water's edge of Lake Wimauma; run thence Southeasterly along the water's edge of Lake Wimauma approximately 328 feet to a foredescribed "Point Y".

PARCEL 4 (Folio: 079458-0100):

A tract lying in the North 1/2 of the Northwest 1/4 of Section 16, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida, described as follows: From the Southeast corner of said North 1/2 of the Northwest 1/4 of Section 16 South a distance of 629.0 feet; run thence North

 $85^{\circ}47'40''$ West a distance of 665.0 feet to a point of beginning: From said point of beginning, nm North $09^{\circ}42'20''$ East approximately 376 feet to a point at the water's edge of Lake Wimauma, said point being hereby designated "Point X"; beginning again at the point of beginning, nm North $69^{\circ}53'40''$ West a distance of 328.5 feet; nm thence North $09^{\circ}42'20''$ East approximately 329 feet to a point at the water's edge of Lake Wimauma; nm thence Southeasterly along the water's edge of Lake Wimauma; point at the water's edge of Lake Wimauma; nm thence Southeasterly along the water's edge of Lake Wimauma approximately 323 feet to aforedescribed "Point X".

PARCEL 5 (Folio: 079016-0050):

From the Northeast corner of Block 82, Revised Map of Wimauma, Plat Book 1, Page 13, of the Publib Records of Hillsborough County, Florida, nn South 599.1 feet to Southeast corner of said Block 82; East 10.49 feet to point on Northwesterly right-of-way of Hillsborough Street; S3 1°25'30"W along said Northwesterly right-of-way line, 1,964.07 feet to Point of Beginning. From Point of Beginning, nn S3 1°25'30"W, 160.03 feet to North right-of-way line, of South Lake Street; West along said North right-of-way line to West boundary of Northeast 1/4 of Section 16; North to water's edge of Lake Wimauma; Northeasterly along water's edge to point bearing N58° 34'35"W from Point of Beginning and nn S 58° 34'35"E, 805 feet more or less to Point of Beginning in Section 9, Township 32 South, Range 20 East. Also described as the following parcel:

A parcel ofland lying in Sections 9 and 16, Township 32 South, Range 20 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the NE corner of Block 82, Revised Map of Town of Wimauma, as recorded in Plat Book 1, Page 136 of the Public Records of Hillsborough County, Florida; thence on the East Boundary thereof, South 599.1 Feet to the SE corner of said Block 82; thence East, 10.49 feet to the Northwesterly Right-of-Way line of Hillsborough Street; thence on said Right-of-Way line S31°25'30"W, 1964.07 feet to the Point of Beginning; thence continue on said Right-of-Way line S31°25'30"W, 160.03 feet to the North Right-of-Way line of South Lake Street; thence on said Right-of-Way line, West, to the West Boundary of the Northeast 1/4 of Aforesaid Section 16; thence on said West Boundary, North to the waters edge of Lake Wimauma; thence Northeasterly on said waters edge to a point bearing N58°34'25"W from the Point of Beginning; thence S58°34'25"E, 805 feet more or less to the Point of Beginning.

PARCEL 6 (Folio: 079458-0250):

A tract lying in the North 1/2 of the Northwest 1/4 of Section 16, Township 32 South, Range 20 East, of the public records of Hillsborough County, Florida, described as follows: From the Southeast corner of said North 1/2 of the Northwest 1/4 of Section 16, run North 1° 17'40" West along the East boundary of said North 1/2 of the Northwest 1/4 of Section 16 a distance of 629.0 feet; run thence North 87° 37'40" West a distance of 978.5 feet to a point; run thence South 1° 17'40" West 653.3 feet to the South boundary of the North 1/2 of the Northwest 1/4 of said Section 16; run thence East along said South boundary a distance of 978.5 feet more or less to the point of beginning.

EXHIBIT "C"

WEST LAKE IMPROVEMENTS (DESIGN EXCEPTION)

LINCKS & ASSOCIATES, INC.



February 22, 2022

Mr. Mike Williams Hillsborough County Government 601 East Kennedy Blvd., 22nd Floor Tampa, FL 33602

Re: West Lake - Lennar PD 21-0959 Lincks Project No. 21019

The purpose of this letter is to request a Design Exception to the Hillsborough County Transportation Technical Manual per Section 1.7.2 to meet Land Development Code Section 6.04.03L for West Lake Drive from SR 674 to Bishop Road. The subject property is proposed to be rezoned to Planned Development to allow 299 Residential Dwelling Units.

According to the Hillsborough County Functional Classification Map, West Lake Drive is classified as a collector roadway and the subject site is within the Hillsborough County Urban Service Area.

Table 1 provides the trip generation for the proposed Planned Development.

The access to serve the project is proposed to be via one full access to West Lake Drive.

Lennar is working with the Hillsborough County School Board that proposes to construct 3 schools along the subject section of West Lake Drive. This Design Exception provides the improvements to West Lake Drive to enable the proposed development and the schools.

The request is for a Design Exception to TS-4 of the Hillsborough County Transportation Technical Manual for West Lake Drive. This segment of West Lake Drive is currently a two-lane roadway. The following exceptions are requested to accommodate the proposed project.

- 1) Bike Lanes TS-3 has 7 foot buffered bike lanes. The existing roadway is a rural roadway with no bike lanes.
- 2) Sidewalk TS-7 has sidewalk on both sides of the roadway. There is currently some sidewalks along portions of the roadway.

The justification for the Design Exception is as follows:

The developer proposes two alternative sections. The first is where there is sufficient right of way to provide the proposed section which is shown in Figure 1. Figure 2 illustrates the proposed section where right of way is limited and/or there are design constraints. The primary difference in these sections is the distance from the back of the curb to the sidewalk. It should be noted that the distance between the back of the curb and sidewalk can vary depending on the right of way and roadway constraints. This section will be minimized to the greatest extent feasible. The sections include the following:

- Bike Lanes Due to the three schools that are proposed along the subject segment of West Lake Drive, 10 foot sidewalks are proposed on each side of West Lake Drive in lieu of the bike lanes. From a safety standpoint, the 10 foot sidewalks provide a better option for students walking and riding bikes to school than students riding bikes within West Lake Drive or pedestrian and bikes on a 5 foot sidewalk. Due to right of way constraints along the roadway, it is not feasible to provide the bike lanes and the 10 foot sidewalks.
- Sidewalk 10' sidewalk on both sides of the roadway are proposed instead of the bike lanes. As stated above, given the roadway will serve the 3 schools, the 10 foot sidewalks provide a better option for the school students.

Based on the above, it is our opinion, the proposed improvements to West Lake Drive will mitigate the impact of the project and meet the intent of the Transportation Technical Manual to the extent feasible.

Please do not hesitate to contact us if you have any questions or require any additional information.

Best Regards Steven J Henry President/ Lincks & Associates, Inc. P.E.#51555



Based on the information provided by the applicant, this request is:

_____ Disapproved

_____ Approved

_____ Approved with Conditions

If there are any further questions or you need clarification, please contact Sheida L. Tirado, P.E.

Sincerely,

Michael J. Williams Hillsborough County Engineer

ENERATION
TRIP GE

TABLE 1

PM Peak Hour Trip Ends (1)	In Out Total	183 108 291
AM Peak Hour Trip Ends (1)	Out Total	163 217
	rip Ends In	2,848 54
	Size	299 DU's
Ë	LUC	210
	Land Use	Single Family

(1) Source: ITE Trip Generation Manual, 11th Edition, 2017.

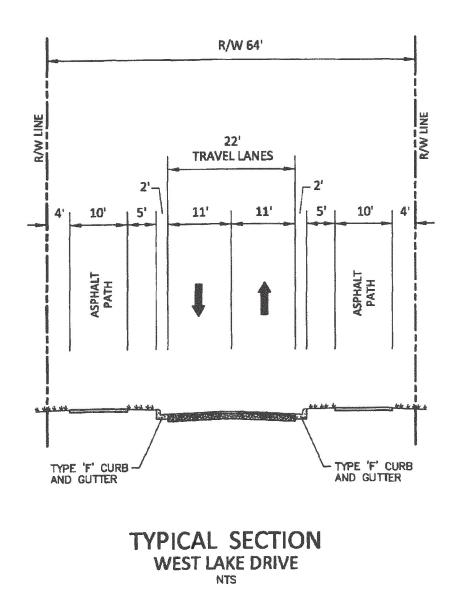


FIGURE 1

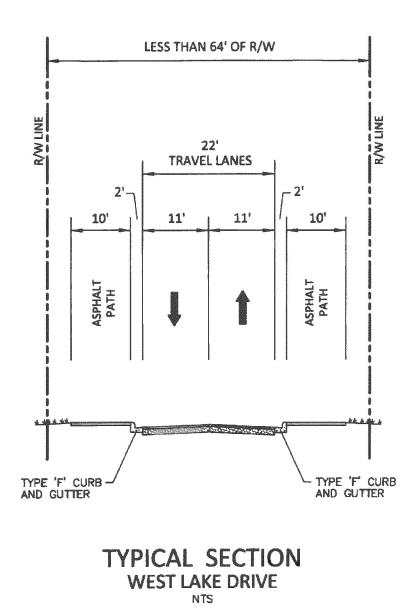


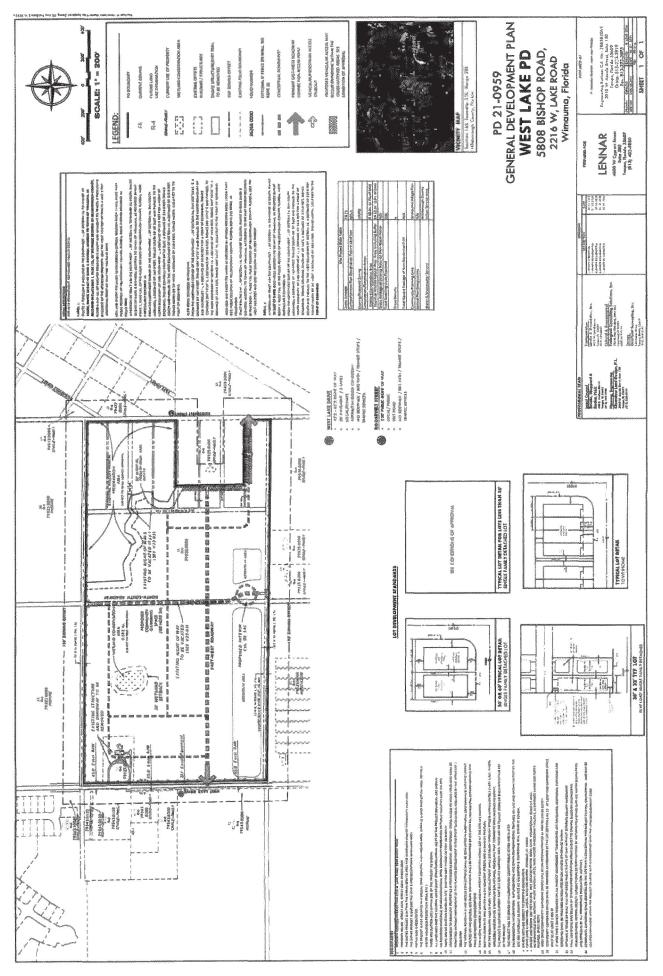
FIGURE 2

APPENDIX



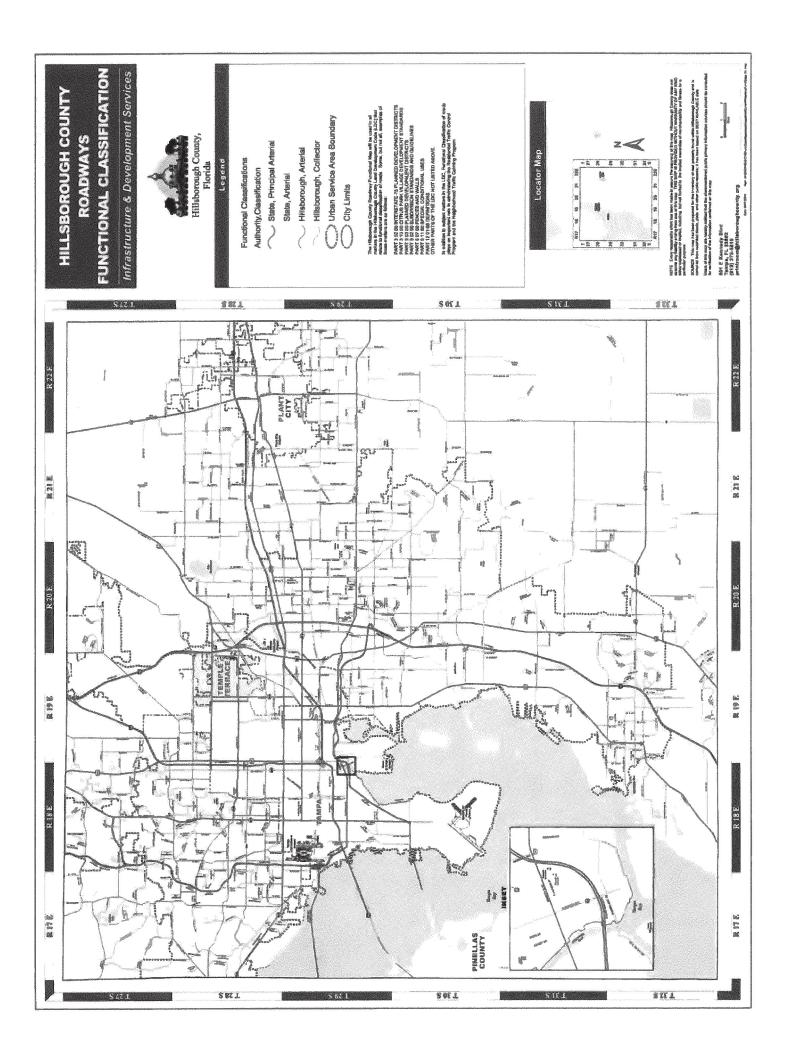
PD PLAN





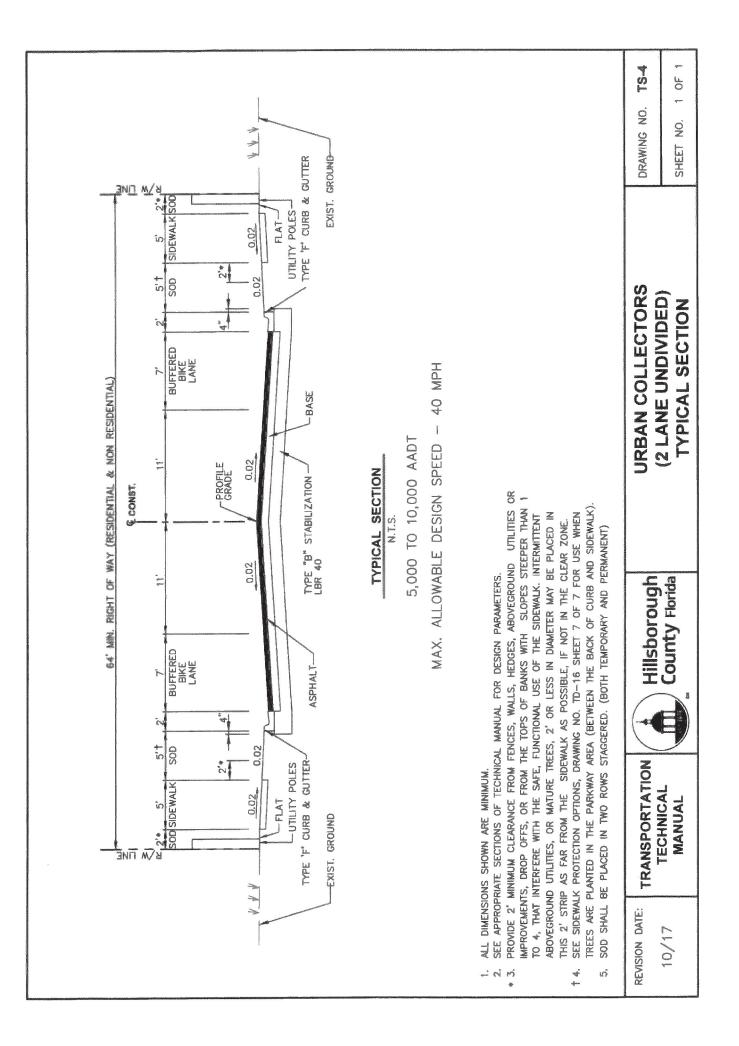
HILLSBOROUGH COUNTY ROADWAYS FUNCTIONAL CLASSIFICATION MAP





TS-4





ITE - TRIP GENERATION MANUAL, 11TH EDITION



PERIOD SFTTING

Analysis Name :	New Analys	is					
Project Name :	West Lake -	Lennar	No:				
Date:	1/31/2021		City:				
State/Province:			Zip/Po	stal Code:			
Country:			Client	Name:			
Analyst's Name:			Editior	1:	Trip Genera Ed	ation Ma	nual, 10th
Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday	Best Fit (LOG) Ln(T) = 0.92Ln(X) +2.71	1424 50%	1424 50%	2848

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
210 - Single-Family Detached Housing	0 %	1424	0 %	1424

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
210 - Single-Family Detached Housing	2848	0	0	2848

ITE DEVIATION DETAILS

Weekday	
Landuse	No deviations from ITE.
Methods	No deviations from ITE.
External Trips	210 - Single-Family Detached Housing (General Urban/Suburban) ITE does not recommend a particular pass-by% for this case.

Total Entering 14	424
Total Exiting 14	424
Total Entering Reduction 0	
Total Exiting Reduction 0	
Total Entering Internal Capture Reduction 0	
Total Exiting Internal Capture Reduction 0	
Total Entering Pass-by Reduction 0	
Total Exiting Pass-by Reduction 0	
Total Entering Non-Pass-by Trips 14	424
Total Exiting Non-Pass-by Trips 14	424

PERIOD SETTING

Analysis Name :	New Analys	s					
Project Name :	West Lake - Lennar No		No:				
Date:	1/31/2021	1/31/2021 City:					
State/Province:		Zip/Postal Code:					
Country:			Client Na	ime:			
Analyst's Name:	Edition:			Trip Generation Manual, 10th Ed			
Land Use	Independent Variable	Size	Time Period	Method	Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN) T = 0.71 (X)+4.8	54 25%	163 75%	217

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
210 - Single-Family Detached Housing	0 %	54	0 %	163

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
210 - Single-Family Detached Housing	217	0	0	217

ITE DEVIATION DETAILS

Weekday, Peak	Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.
Landuse	No deviations from ITE.
Methods	No deviations from ITE.
External Trips	210 - Single-Family Detached Housing (General Urban/Suburban) ITE does not recommend a particular pass-by% for this case.

Total Entering	54
Total Exiting	163
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	54
Total Exiting Non-Pass-by Trips	163

PERIOD SETTING

Analysis Name : Project Name : Date: State/Province:	New Analys West Lake - 1/31/2021		No : City: Zip/Posti Client Na				
Country: Analyst's Name: Land Use	Independent Variable	Size	Edition:			ation Ma Exit	nual, 10th Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LOG) Ln(T) = 0.96Ln(X) +0.	183 2 63%	108 37%	291

TRAFFIC REDUCTIONS

Land Use	Entry Reduction	Adjusted Entry	Exit Reduction	Adjusted Exit
210 - Single-Family Detached Housing	0 %	183	0 %	108

EXTERNAL TRIPS

Land Use	External Trips	Pass-by%	Pass-by Trips	Non-pass-by Trips
210 - Single-Family Detached Housing	291	0	0	291

ITE DEVIATION DETAILS

Weekday, Peak H	Hour of Adjacent	Street Traffic, C	One Hour	Between 4 and 6 p.n	п.
-----------------	------------------	-------------------	----------	---------------------	----

Methods No deviations from ITE.

External Trips 210 - Single-Family Detached Housing (General Urban/Suburban) ITE does not recommend a particular pass-by% for this case.

Total Entering	183
Total Exiting	108
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	183
Total Exiting Non-Pass-by Trips	108

EXHIBIT "D"

DISTRICT ACCESS IMPROVEMENTS

Intersection	Turn Lane Movement	Turn Lane Length (Queue + Deceleration)	Signalization
West Lake Drive &	Southbound Left	580 Feet	Yes
Northern Driveway	Northbound Right	235 Feet	
West Lake Drive &	Southbound Left	460 Feet	No
Southern Driveway	Northbound Right	235 Feet	

EXHIBIT "E"

DRAINAGE FACILITIES INTERSECTION AND WEST LAKE IMPROVEMENTS

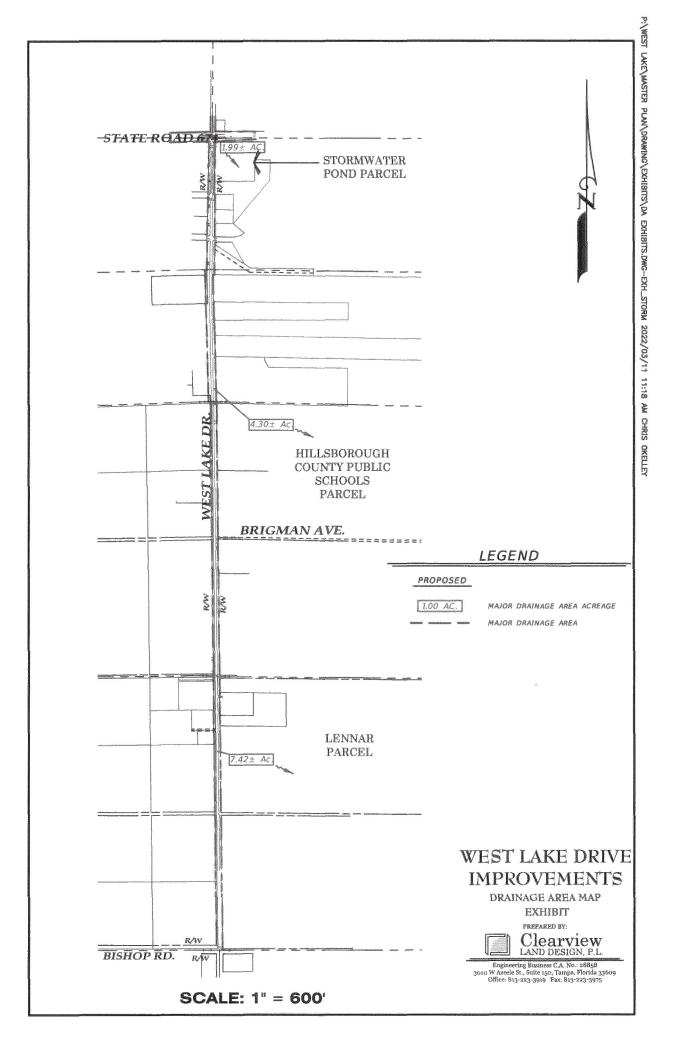
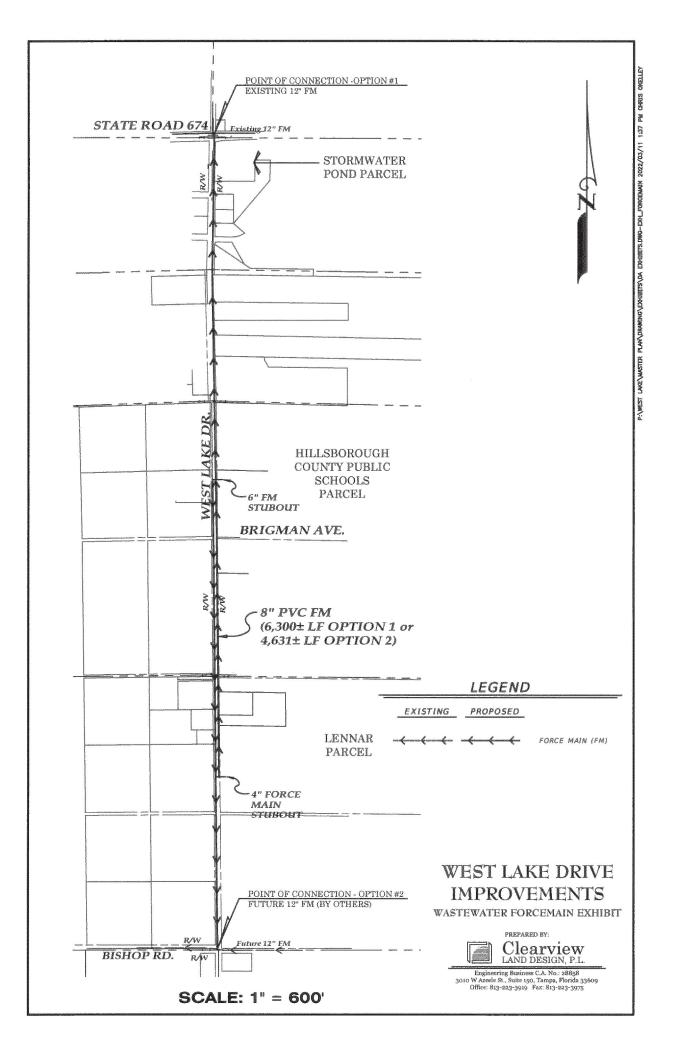


EXHIBIT "F"

WATER AND SEWER EXTENSIONS



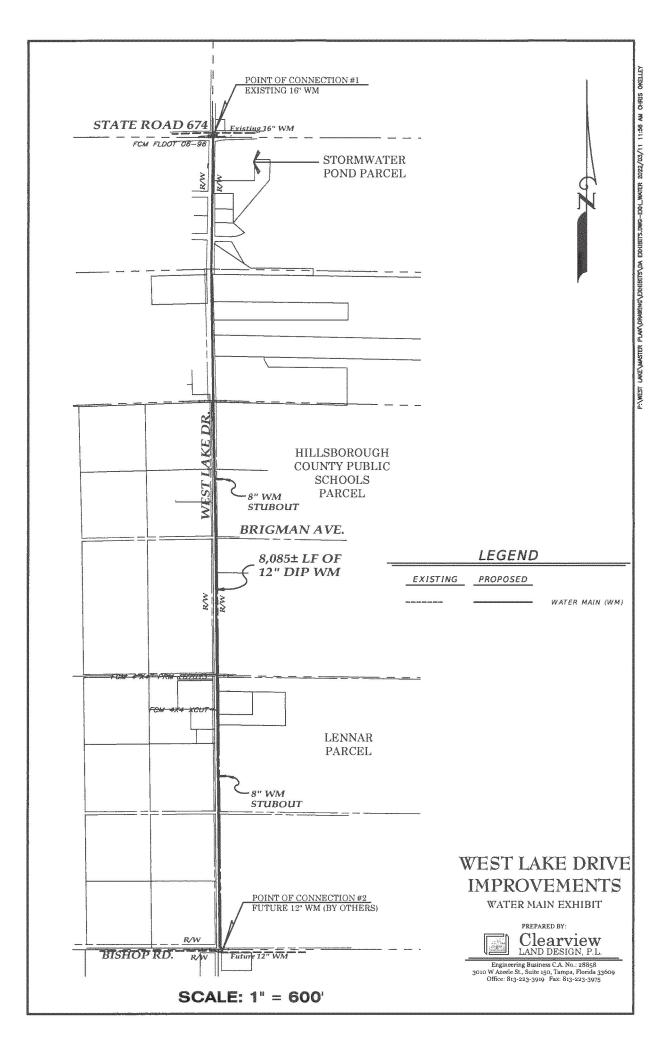


EXHIBIT "G"

COST ESTIMATES



PROJECT: WEST LAKE DRIVE IMPROVEMENTS DEVELOPMENT AGREEMENT COST ESTIMATE

ESTIMATED ROADWAY IMPROVEMENTS (West Lake Dr.) - Bishop Rd. to SR 674

Roadway	
Roadway Improvements	\$4,268,692.28
Signing & Pavement Markings	\$90,980.00
Lighting	\$1,055,717.82
Stormwater Pond Construction	\$125,000.00
Component Sub-Total	\$5,540,390.10
MOT (10%)	\$554,039.01
Component Sub-Total	\$6,094,429.11
MOB (Mobilization) (10%)	\$609,442.91
Component Sub-Total	\$6,703,872.02
PU (Project Unknowns) (5%)	\$335,193.60
Roadway Grand Total	\$7,039,065.62
Utilities	
12" DIP Water Main (8,380+/- LF)	\$915,000.00
8" PVC Force Main (6,300+/- LF)	\$838,000.00
Utilities Total	\$1,753,000.00
Grand Total	\$8,792,065.62

:hool District Roadway Proportionate Share Calcs

/est Lake Rd. Improvements - Total Length = 8,020 LF

School District Front Footage = 1,286 LF \$1,128,708.03 (16.0% of Roadway Grand Total)

Water Proportionate Share per estimated demand	\$280,964.67	(30.7% of Water Main Total, See Page 2)
Vastewater Proportionate Share per estimated demand	\$270,215.63	(32.24% of Force Main Total, See Page 2)

ESTIMATED SCHOOL DISTRICT ACCESS IMPROVEMENTS (West Lake Drive)

Intersection Improvements	\$325,000.00
Signing & Pavement Markings	\$17,500.00
Lighting	\$35,000.00
Signalization	\$800,000.00
Grand Total	\$1,177,500.00

ESTIMATED INTERSECTION IMPROVEMENTS (West Lake Dr. & SR 674)

Intersection Improvements	\$2,000,000.00
Signing & Pavement Markings	\$45,000.00
Lighting	\$150,000.00
Signalization - SR 674 & West Lake Road	\$800,000.00
Grand Total	\$2,995,000.00

ESTIMATED WATER DEMANDS:

PROJECT	# OF UNITS	# OF STUDENTS	FLOW PER UNIT OR PER STUDENT (GPD)	AVERAGE DAILY DEMAND	% OF TOTAL DEMAND
Lennar	320		300	87000	59.10%
Pre-K to 8		2517	10	10000	6.79%
HIGH SCHOOL		3230	11	35200	23.91%
TOTAL	320	5700	331	147200	100.00%

*Assumes West Lake and West Lake Annex Parcels

ESTIMATED WASTEWATER DEMANDS:

PROJECT	# OF UNITS	# OF STUDENTS	FLOW PER UNIT (GPD)	AVERAGE DAILY DEMAND (GPD)	% OF TOTAL DEMAND
Lennar	320		200	58000	57.37%
Pre-K to 8		2517	7	7000	6.92%
HIGH SCHOOL		3230	8	25600	25.32%
TOTAL	320	5700	222	101100	100.00%

*Assumes West Lake and West Lake Annex Parcels

EXHIBIT H

INTERSECTION RIGHT OF WAY and IMPROVEMENTS (WEST LAKE DRIVE & SR 674)

The Intersection Improvements shall include the following:

- a. Extension of the existing dedicated eastbound to northbound left turn lane on SR 674 onto West Lake Drive; and
- b. Construction of a dedicated eastbound to southbound right turn lane on SR 674 onto West Lake Drive; and
- c. Construction of a dedicated southbound to westbound right turn lane on West Lake Dr. onto SR 674, <u>or</u> construction of a dedicated southbound to eastbound left turn lane on West Lake Drive on SR 674; and
- d. Construction of a dedicated northbound to westbound left turn lane on West Lake Drive onto SR 674; and
- e. Construction of a dedicated northbound to eastbound right turn lane on West Lake Drive onto SR674; and
- f. Extension of the existing dedicated westbound to southbound left turn lane on SR 674 onto West Lake Drive; and
- g. Installation of a traffic signal at the intersection.

Together with such additional right-of-way and stormwater drainage areas as necessary to construct the Intersection Improvements.

EXHIBIT "I"

PROPORTIONATE SHARE PHASING AND MITIGATION TABLE

PODs	Lon	ES Siudents Deficil	MS Students Deficit	HS Students Deficit	25 700	MS Pee	NS Fee	es total	MS Total	HS Tokal	Total Payment
West Lake (Phase 1)	230	9	20	32	\$28.477	\$30.621	\$ 37,886	\$256.293	\$612.420	\$1.212 352	\$2,081.065
West Lake (Phase 2)	69	14	6	9	\$28.477	\$30.621	\$ 37,886	\$398.678	\$183.726	\$340.974	\$923.378
West Lake Anniek	21	5	2	3	\$28.477	\$30.621	\$ 37.886	\$142,385	\$61.242	\$113 658	\$317,285
West Lake Amendment	44	9	4	6	\$28.477	\$30.622	\$ 37.887	\$256.293	\$122,488	\$227.322	\$606,103
	364	37	32	50				\$1.053,649	\$979.876	\$1,894,304	\$3,927,831

EXHIBIT "J"

NOTICE OF DEVELOPER CLOSING

Real estate. Real solutions.

September 16, 2022



Hillsborough County c/o County Administrator P. O. Box 1110 Tampa, FL 33601

School Board of Hillsborough County Operations Division 901 E. Kennedy Blvd. Tampa, Florida 33602 Att: General Manager, Growth Management Email: <u>michelle.orton@hcps.net</u>

Nancy Takemori Senior Assistant County Attorney Hillsborough County Attorney's Office 601 E. Kennedy Blvd. | 27th Floor Tampa, FL 33602 Email: <u>takemorin@hillsboroughcounty.org</u> Hillsborough County Director, Public Works P. O. Box 1110 Tampa, FL 33601

Hillsborough Public Schools County Attorney 901 E. Kennedy Blvd. Tampa, Florida 33602 Att: School Board Attorney Email: jg@macfar.com

Julia Mandell GrayRobinson, P.A. 401 East Jackson Street, Suite 2700 Tampa, Florida 33602

Email: Julia.Mandell@gray-robinson.com

RE: NOTICE OF DEVELOPER CLOSING

DEVELOPMENT AGREEMENT ("Agreement") between LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County") and HILLSBOROUGH COUNTY SCHOOLS ("District").

Pursuant to Section 31 of the above referenced Agreement, our firm has been authorized to deliver this *Notice of Developer Closing* (the "<u>Notice</u>"). A copy of the General Warranty Deed reflecting conveyance of the Developer Land to LENNAR HOMES, LLC was recorded on September 16, 2022, as Instrument Number 2022453266 in the Public Records of Hillsborough County, Florida ("<u>Public Records</u>")

Upon receipt, the County shall attach this Notice as **Exhibit J** to the Agreement, and thereafter record the Agreement in the Public Records consistent with consistent with the Florida Local Government Development Agreement Act, <u>Florida Statutes</u> §§163.3220 - 163.3243.

Please forward a copy of the recorded Agreement to our office upon recording.

BROOKS, SHEPPARD & ROCHA, PLLC

And

Michael Brooks, Esquire

Cc: Steve Smith, Lennar Homes (via email: <u>Steve.Smith@Lennar.com</u>) Parker Hirons, Lennar Homes (via email: <u>Parker.Hirons@lennar.com</u>)

 400 North Tampa Street | Suite 1910
 P 813.543.5900

 Tampa FL 33602
 F 813.543.5901

From:	Williams, Michael
То:	Steven Henry
Cc:	Heinrich, Michelle; Ratliff, James; Tirado, Sheida; PW-CEIntake
Subject:	FW: RZ PD 21-0959 - Design Exception
Date:	Friday, February 25, 2022 5:10:13 PM
Attachments:	image001.png
	21-0959 Rev DE Reg 02-22-2.pdf
	image002.png

Steve,

I have found the attached Design Exception (DE) for PD 21-0959 APPROVABLE.

Please note that it is you (or your client's) responsibility to follow-up with my administrative assistant, Ingrid Padron (<u>padroni@hillsboroughcounty.org</u> or 813-307-1709) after the BOCC approves the PD zoning or PD zoning modification related to below request. This is to obtain a signed copy of the DE/AV.

If the BOCC denies the PD zoning or PD zoning modification request, staff will request that you withdraw the AV/DE. In such instance, notwithstanding the above finding of approvability, if you fail to withdraw the request, I will deny the AV/DE (since the finding was predicated on a specific development program and site configuration which was not approved).

Once I have signed the document, it is your responsibility to submit the signed AV/DE(s) together with your initial plat/site/construction plan submittal. If the project is already in preliminary review, then you must submit the signed document before the review will be allowed to progress. Staff will require resubmittal of all plat/site/construction plan submittals that do not include the appropriate signed AV/DE documentation.

Lastly, please note that it is critical to ensure you copy all related correspondence to <u>PW-CEIntake@hillsboroughcounty.org</u>

Mike

Michael J. Williams, P.E. Director, Development Review County Engineer Development Services Department

P: (813) 307-1851 M: (813) 614-2190 E: <u>Williamsm@HillsboroughCounty.org</u> W: HCFLGov.net

Hillsborough County 601 E. Kennedy Blvd., Tampa, FL 33602

Facebook | Twitter | YouTube | LinkedIn | HCFL Stay Safe

Please note: All correspondence to or from this office is subject to Florida's Public Records law.

From: Tirado, Sheida <TiradoS@hillsboroughcounty.org>
Sent: Wednesday, February 23, 2022 7:56 PM
To: Williams, Michael <WilliamsM@HillsboroughCounty.ORG>
Subject: FW: RZ PD 21-0959 - Design Exception

Hello Mike,

The attached DE is "Approvable" to me because it looks like he made the changes we discussed last Friday. But I will really appreciate if you can take a close look, I have not been in any of the meetings that have been held outside of our conversations with Steve. When this is ready please include the following people in your email:

<u>shenry@lincks.com</u> <u>HeinrichM@HillsboroughCounty.ORG</u> <u>RatliffJa@hillsboroughcounty.org</u>

Best Regards,

Sheida L. Tirado, PE (she/her/hers) Transportation Review Manager Development Services Department

P: (813) 276-8364 E: <u>tirados@HCFLGov.net</u> W: <u>HCFLGov.net</u>

Hillsborough County 601 E. Kennedy Blvd., Tampa, FL 33602

Facebook | Twitter | YouTube | LinkedIn | HCFL Stay Safe

Please note: All correspondence to or from this office is subject to Florida's Public Records law.

From: Rome, Ashley <<u>RomeA@hillsboroughcounty.org</u>>

Sent: Wednesday, February 23, 2022 11:06 AM

To: Allen, Cari <<u>AllenCA@hillsboroughcounty.org</u>>; Amber Dickerson <<u>amber.dickerson@hcps.net</u>>; Andrea Papandrew <<u>papandrewa@plancom.org</u>>; Blinck, Jim <<u>BlinckJ@HillsboroughCounty.ORG</u>>; Brown, Gregory <<u>BrownGr@hillsboroughcounty.org</u>>; Cabrera, Richard <<u>CabreraR@HillsboroughCounty.ORG</u>>; Dalfino, Jarryd <<u>DalfinoJ@hillsboroughcounty.org</u>>; Santos, Daniel <<u>daniel.santos@dot.state.fl.us</u>>; David Skrelunas <<u>David.Skrelunas@dot.state.fl.us</u>>; DeWayne Brown <<u>brownd2@gohart.org</u>>; Dickerson, Ross <<u>DickersonR@HillsboroughCounty.ORG</u>>; Ellen Morrison <<u>ellen.morrison@swfwmd.state.fl.us</u>>; Franklin, Deborah <<u>FranklinDS@hillsboroughcounty.org</u>>; Greg Colangelo <<u>colangeg@plancom.org</u>>; Hansen, Raymond <<u>HansenR@hillsboroughcounty.org</u>>; Holman, Emily - PUD <<u>HolmanE@HillsboroughCounty.ORG>;</u> Hummel, Christina <<u>HummelC@hillsboroughcounty.org>;</u> Impact Fees <<u>ImpactFees@hillsboroughcounty.org</u>>; James Hamilton <<u>ikhamilton@tecoenergy.com</u>>; Jillian Massey <<u>masseyj@plancom.org</u>>; Justin Willits <<u>WillitsJ@gohart.org</u>>; Kaiser, Bernard <<u>KAISERB@HillsboroughCounty.ORG</u>>; Karla Llanos <<u>kyle.brown@myfwc.com</u>>; <u>landuse-zoningreviews@tampabaywater.org</u>; Mineer, Lindsey <<u>Lindsey.Mineer@dot.state.fl.us</u>>; Lindstrom, Eric <<u>LindstromE@hillsboroughcounty.org</u>>; Mackenzie, Jason <<u>MackenzieJ@hillsboroughcounty.org</u>>; Matthew Pleasant <<u>matthew.pleasant@hcps.net</u>>; McGuire, Kevin <<u>McGuireK@HillsboroughCounty.ORG</u>>; Melanie Ganas <<u>mxganas@tecoenergy.com</u>>; Melissa Lienhard <<u>lienhardm@plancom.org</u>>; Olivia Ryall <oryall@teamhcso.com>; Perez, Richard <<u>PerezRL@hillsboroughcounty.org</u>>; Petrovic, Jaksa <PetrovicJ@HillsboroughCounty.ORG>; Pezone, Kathleen <PezoneK@hillsboroughcounty.org>; Ratliff, James <<u>RatliffJa@hillsboroughcounty.org</u>>; Hessinger, Rebecca <<u>HessingerR@hillsboroughcounty.org</u>>; Renee Kamen <<u>renee.kamen@hcps.net</u>>; Revette, Nacole <<u>RevetteN@HillsboroughCounty.ORG</u>>; Carroll, Richard <<u>CarrollR@HillsboroughCounty.ORG</u>>; Rochelle, Randy <<u>RochelleR@HillsboroughCounty.ORG</u>; Rodriguez, Dan <<u>RodriguezD@gohart.org</u>; RP-Development <<u>RP-Development@hillsboroughcounty.org</u>>; Salisbury, Troy <<u>SalisburyT@hillsboroughcounty.org</u>>; Sanchez, Silvia <<u>sanchezs@epchc.org</u>>; Shelton, Carla <<u>SheltonC@HillsboroughCounty.ORG</u>; Steady, Alex <<u>SteadyA@hillsboroughcounty.org</u>; Tapley, Kimberly <<u>tapleyk@epchc.org</u>>; Thompson, Mike <<u>Thompson@epchc.org</u>>; Tony Mantegna <tmantegna@tampaairport.com>; Turbiville, John (Forest) <<u>TurbivilleJ@HillsboroughCounty.ORG>;</u> Valdez, Rick <<u>ValdezR@HillsboroughCounty.ORG</u>>; Woodard, Sterlin <<u>Woodard@epchc.org</u>>; Yeneka Mills <millsy@plancom.org> **Cc:** Grady, Brian <<u>GradyB@HillsboroughCounty.ORG</u>>; Heinrich, Michelle <<u>HeinrichM@HillsboroughCounty.ORG</u>>; Timoteo, Rosalina <<u>TimoteoR@HillsboroughCounty.ORG</u>>; Padron, Ingrid <<u>Padron1@hillsboroughcounty.org</u>>; Tirado, Sheida <<u>TiradoS@hillsboroughcounty.org</u>; Williams, Michael <<u>WilliamsM@HillsboroughCounty.ORG</u>> Subject: RE RZ PD 21-0959

Good Day All,

Please be advised, we have received and uploaded to Optix **revised documents/plans** for the above mentioned application. Please review and comment.

For further information regarding the change/update please contact the assigned planner.

Planner assigned: Planner: Michelle Heinrich Contact: <u>heinrichm@hillsboroughcounty.org</u>

Have a good one,

Ashley Rome Planning & Zoning Technician

Development Services Dept.

P: (813) 272-5595 E: <u>romea@hillsboroughcounty.org</u> W: <u>HCFLGov.net</u>

Hillsborough County

601 E. Kennedy Blvd., Tampa, FL 33602

Facebook | Twitter | YouTube | LinkedIn | HCFL Stay Safe

Please note: All correspondence to or from this office is subject to Florida's Public Records law.



LINCKS & ASSOCIATES, INC.

February 22, 2022

Mr. Mike Williams Hillsborough County Government 601 East Kennedy Blvd., 22nd Floor Tampa, FL 33602

Re: West Lake - Lennar PD 21-0959 Lincks Project No. 21019

The purpose of this letter is to request a Design Exception to the Hillsborough County Transportation Technical Manual per Section 1.7.2 to meet Land Development Code Section 6.04.03L for West Lake Drive from SR 674 to Bishop Road. The subject property is proposed to be rezoned to Planned Development to allow 299 Residential Dwelling Units.

According to the Hillsborough County Functional Classification Map, West Lake Drive is classified as a collector roadway and the subject site is within the Hillsborough County Urban Service Area.

Table 1 provides the trip generation for the proposed Planned Development.

The access to serve the project is proposed to be via one full access to West Lake Drive.

Lennar is working with the Hillsborough County School Board that proposes to construct 3 schools along the subject section of West Lake Drive. This Design Exception provides the improvements to West Lake Drive to enable the proposed development and the schools.

The request is for a Design Exception to TS-4 of the Hillsborough County Transportation Technical Manual for West Lake Drive. This segment of West Lake Drive is currently a two-lane roadway. The following exceptions are requested to accommodate the proposed project.

- 1) Bike Lanes TS-3 has 7 foot buffered bike lanes. The existing roadway is a rural roadway with no bike lanes.
- 2) Sidewalk TS-7 has sidewalk on both sides of the roadway. There is currently some sidewalks along portions of the roadway.

The justification for the Design Exception is as follows:

The developer proposes two alternative sections. The first is where there is sufficient right of way to provide the proposed section which is shown in Figure 1. Figure 2 illustrates the proposed section where right of way is limited and/or there are design constraints. The primary difference in these sections is the distance from the back of the curb to the sidewalk. It should be noted that the distance between the back of the curb and sidewalk can vary depending on the right of way and roadway constraints. This section will be minimized to the greatest extent feasible. The sections include the following:

- Bike Lanes Due to the three schools that are proposed along the subject segment of West Lake Drive, 10 foot sidewalks are proposed on each side of West Lake Drive in lieu of the bike lanes. From a safety standpoint, the 10 foot sidewalks provide a better option for students walking and riding bikes to school than students riding bikes within West Lake Drive or pedestrian and bikes on a 5 foot sidewalk. Due to right of way constraints along the roadway, it is not feasible to provide the bike lanes and the 10 foot sidewalks.
- Sidewalk 10' sidewalk on both sides of the roadway are proposed instead of the bike lanes. As stated above, given the roadway will serve the 3 schools, the 10 foot sidewalks provide a better option for the school students.

Based on the above, it is our opinion, the proposed improvements to West Lake Drive will mitigate the impact of the project and meet the intent of the Transportation Technical Manual to the extent feasible.

Please do not hesitate to contact us if you have any questions or require any additional information.

Best Regards ven J Henry President Lincks & Associates, Inc. P.E. #51555

Based on the information provided by the applicant, this request is:

_____ Disapproved

____X Approved

_____ Approved with Conditions

If there are any further questions or you need clarification, please contact Sheida L. Tirado, P.E.

Sincerely,

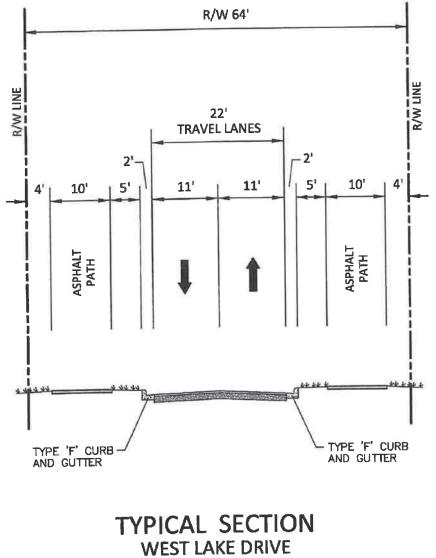
Michael J. Williams Hillsborough County Engineer

PM Peak Hour	Irip Ends (1)	In Out Total	183 108 291
AM Peak Hour	I rip Ends (1)	In Out Total	54 163 217
- (Daily	Trip Ends	2,848
		Size	299 DU's
Ļ	Ц	LUC	210
		Land Use	Single Family

TRIP GENERATION

TABLE 1

(1) Source: ITE Trip Generation Manual, 11th Edition, 2017.



NTS

FIGURE 1

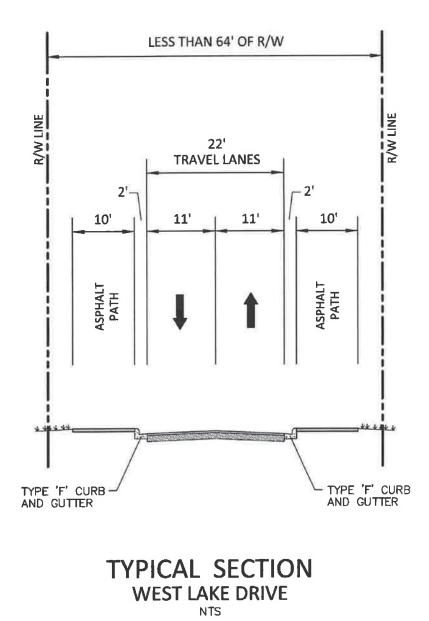


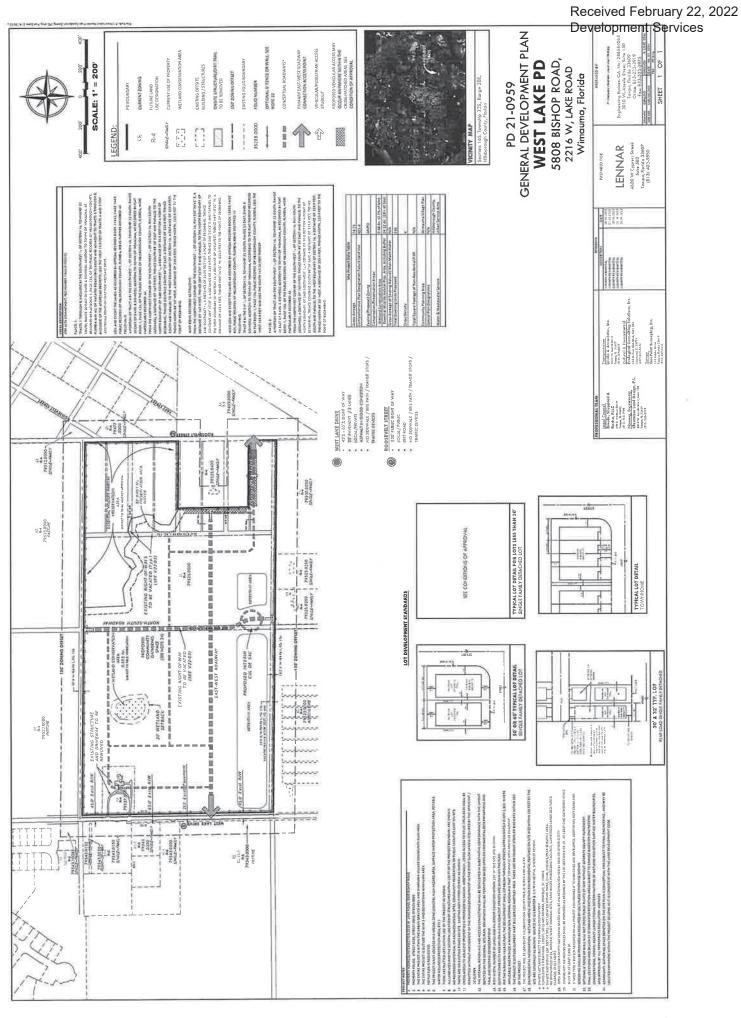
FIGURE 2



APPENDIX

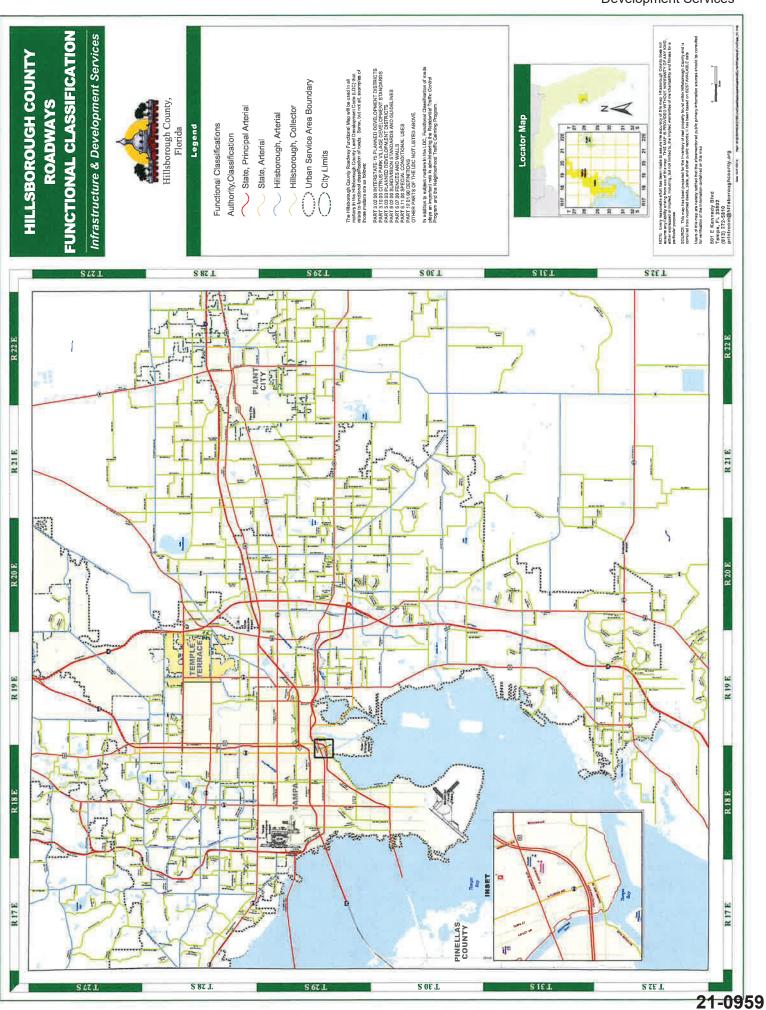
PD PLAN





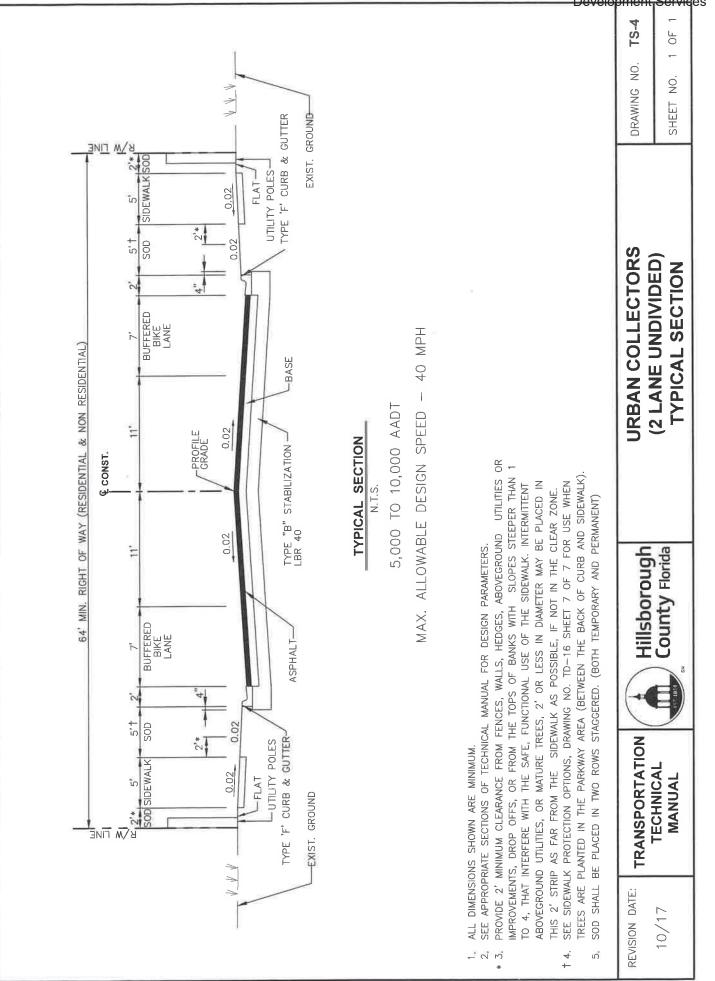
HILLSBOROUGH COUNTY ROADWAYS FUNCTIONAL CLASSIFICATION MAP





TS-4





ITE - TRIP GENERATION MANUAL, 11TH EDITION



		P	ERIOD SETT	TING				
Analysis Name : Project Name : Date: State/Province: Country: Analyst's Name:	New Analys West Lake - 1/31/2021			ostal Code: t Name: on:	Trip Ed	Genera	ation Ma	nual, 10th
Land Use	Independent Variable	Size	Time Period	Method		Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday	Best Fit (LOG Ln(⊤) = 0.92L +2.71		1424 50%	1424 50%	2848
		TRA	FFIC REDUC	CTIONS				
Land Use			ntry eduction	Adjusted Entry	Exit Redu	uction	Adjust	ted Exit
210 - Single-Family	Detached Housing	0	%	1424	0 %		1424	
		E	XTERNAL T	RIPS				
Land Use		E	xternal Trips	Pass-by%	Pass-by	Trips	Non-p Trips	ass-by
210 - Single-Family	Detached Housing		2848	0	0		2	2848
		ITE D	EVIATION E	ETAILS				
Weekday Landuse No	o deviations from ITE.							
Methods No	deviations from ITE.							
External Trips 21	0 - Single-Family Deta E does not recommend	ched Hou l a particu	using (General L ular pass-by% fo	Jrban/Suburban) or this case.				

ering	1424
ing	1424
ering Reduction	0
ing Reduction	0
ering Internal Capture Reduction	0
ing Internal Capture Reduction	0
ering Pass-by Reduction	0
ing Pass-by Reduction	0
ering Non-Pass-by Trips	1424
ing Non-Pass-by Trips	1424
Ing Non-Pass-by Trips	

		PE	RIOD SETT	ING					
Analysis Name : Project Name : Date: State/Province: Country: Analyst's Name:	New Analysi West Lake - 1/31/2021		No : City: Zip/P Clien Editio	t Nar	l Code: ne:	Tri Ed		ation Ma	anual, 10th
Land Use 210 - Single-Family Detached Housing (General	Independent Variable Dwelling Units	Size 299	Time Period Weekday, Per Hour of Adjac Street Traffic,	ak ent	Method Best Fit (LIN) T = 0.71 (X)+₄	4.8	Entry 54 25%	Exit 163 75%	Total 217
Úrban/Suburban)			One Hour Between 7 ar a.m.						
		TRAF	FIC REDUC	TIC	DNS				
Land Use			ntry eduction	Adj	usted Entry	Exit Rec	luction	Adjus	ted Exit
210 - Single-Family De	etached Housing	0		54		0 %		163	
		E>	TERNAL T	RIPS	6				
Land Use		E	cternal Trips	Pas	ss-by%	Pass-by	Trips	Non-p Trips	bass-by
210 - Single-Family De	etached Housing		217		0	(0		217
		ITE D	EVIATION E)ET/	AILS				
Weekday, Peak Hour Landuse No de	of Adjacent Street	Traffic, C	One Hour Betw	een '	7 and 9 a.m.				
Methods No de	eviations from ITE.								
	Single-Family Detac loes not recommend								

Total Entering	54
Total Exiting	163
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	54
Total Exiting Non-Pass-by Trips	163

		PE	ERIOD SET	TING	3				
Analysis Name : Project Name : Date:	New Analys West Lake 1/31/2021		No : City:						
State/Province:	HO HEOLI		_		I Code:				
Country:			-	nt Na					
Analyst's Name:			Editi	ion:		Trip	Genera	ation Ma	nual, 10th
-						Ed			
Land Use	Independent Variable	Size	Time Period		Method		Entry	Exit	Total
210 - Single-Family Detached Housing (General Urban/Suburban)	Dwelling Units	299	Weekday, Pe Hour of Adja Street Traffic One Hour Between 4 a p.m.	cent ,	Best Fit (LOG Ln(T) = 0.96L		183 63%	108 37%	291
			FIC REDU			Evit Dod	uction	Adius	lad Evit
Land Use			eduction		justed Entry		uction	-	
210 - Single-Family I	Detached Housing	0 '	70	183	>	0 %		108	
		E>	(TERNAL T	RIP	S				
Land Use		E	cternal Trips	Pa	ss-by%	Pass-by	Trips	Non-p Trips	ass-by
210 - Single-Family I	Detached Housing		291		0	0			291
		ITE D	EVIATION I	DET	AILS				
	ur of Adjacent Street deviations from ITE.	Traffic, C	One Hour Betv	veen	4 and 6 p.m.				
	deviations from ITE.								
) - Single-Family Deta does not recommend								

Total Entering	183
Total Exiting	108
Total Entering Reduction	0
Total Exiting Reduction	0
Total Entering Internal Capture Reduction	0
Total Exiting Internal Capture Reduction	0
Total Entering Pass-by Reduction	0
Total Exiting Pass-by Reduction	0
Total Entering Non-Pass-by Trips	183
Total Exiting Non-Pass-by Trips	108

Adjoining Roadways	s (check if applicable)		
Road Name	Classification	Current Conditions	Select Future Improvements
SR 674	FDOT Principal Arterial - Rural	2 Lanes □Substandard Road □Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other
West Lake Dr.	County Collector - Rural	2 Lanes ⊠ Substandard Road ⊠ Sufficient ROW Width	 □ Corridor Preservation Plan ☑ Site Access Improvements □ Substandard Road Improvements ☑ Other
	Choose an item.	Choose an item. Lanes Substandard Road Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other
	Choose an item.	Choose an item. Lanes Substandard Road Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other

3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Project Trip Generation	□ □ Not applicable for this request		
	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips
Existing	4,420	165	422
Proposed	145	9	15
Difference (+/-)	(-) 4,275	(-) 156	(-) 407

*Trips reported are based on net new external trips unless otherwise noted.

Connectivity and Cross	Access 🗆 Not app	licable for this request		
Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding
North	Х	Vehicular & Pedestrian	None	Meets LDC
South		None	None	Meets LDC
East		Vehicular & Pedestrian	Vehicular & Pedestrian	Meets LDC
West	Х	Vehicular & Pedestrian	None	Meets LDC
Notes:				

Design Exception/Administrative Variance DN	ot applicable for this request	
Road Name/Nature of Request	Туре	Finding
	Choose an item.	Choose an item.
	Choose an item.	Choose an item.
Notes: See staff report for a discussion of special	Wimauma Downtown Overlay District	substandard road
provisions, and required improvements as it rela	tes to this and other area projects.	



2822 Leslie Road Tampa, FL 33612-6456 JARED W. PERDUE, P.E. SECRETARY

October 18th, 2022

West Lake Mini Storage

SEC West Lake Dr & SR 674 SR 674 10 120 000 MP 7.08 Rt Rdwy Folio # 078982-0020

RE: Pre-Application Meeting Revisit

THIS DOCUMENT IS NOT A PERMIT APPROVAL

THE COMMENTS AND FINDINGS FROM THIS PRE-APPLICATION MEETING MAY BE SUBJECT TO CHANGE AND MAY NOT BE USED AS A BASIS OF APPROVAL AFTER 4/18/2023

Attendees:

Guests: Steve Henry, Sabrina Perez, Andrew Lasich, and James Ratliff

FDOT: Todd Croft, Mecale' Roth, Tom Allen, Allison Carroll, Dan Santos, Lindsey Mineer, Joel Provenzano, Andrew Perez, Don Marco, Amanda Serra, and Luis Mejia

Proposed Conditions:

This development is proposing new access to SR 674, a class 3 roadway with a posted speed limit of 45 MPH. Florida Administrative Code, Rule Chapter 14-97, requires 440' driveway spacing, 1320' directional, 2640' full median opening spacing, and 2640' signal spacing requirements.

Proposing new access onto SR 674 for a new 100,000 ft², 3 story, commercial mini warehouse that has existing access to West Lake Drive



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FDOT Recommendations:

- 1. FDOT is not in favor of access to West Lake Dr. due to being located within the northbound turn lanes
- 2. Label access on SR 674 as non-conforming and subject to removal
- 3. Label cross access to the east as a "shared access facility"
- 4. Driveway on SR 674 will be full access in the interim
- 5. 50' radii on driveway. Label on plans
- 6. FDOT has a PD&E for widening SR 674
- 7. If access on West Lake remains, the Department recommends only a right in right out be permitted because of concerns about the school traffic volume when all three schools are open
- 8. A sidewalk connection will be required
- 9. If site drains to the state system or there is an existing structure or system, either active or inactive, in the existing or proposed condition, then a drainage permit will be required. If it does not discharge to any state system, then it may qualify as a drainage exemption. Complete the attached exception questionnaire to determine which you will need to apply for.
- 10. If applying for an exception, include the completed questionnaire in the submittal package
- 11. Contact Joel Provenzano or Andrew Perez for any traffic or access related questions at joel.provenzano@dot.state.fl.us, andrewa.perez@dot.state.fl.us, or at 813-975-6000
- 12. Contact Todd, Tom or Mecale' (makayla) for permit, pre app, or general questions at todd.croft@dot.state.fl.us, thomas.allen@dot.state.fl.us, mecale.roth@dot.state.fl.us, or 813-612-3200
- 13. Contact Amanda Serra for drainage related questions at <u>amanda.serra@dot.state.fl.us</u> or 813-262-8257

Summary:

After reviewing and discussing the information presented in this meeting, the Department has determined we are

 \boxtimes in favor (considering the conditions stated above)

 \Box not in favor

 \Box willing to revisit a revised plan



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The access, as proposed in this meeting, would be considered

 \Box conforming

 \boxtimes non-conforming

 \square N/A (no access proposed)

in accordance with the rule chapters 1996/97 for connection spacing. The following state permits will need to be applied for by visiting our One Stop Permitting website (osp.fdot.gov):

⊠ access-category A or B
\Box access-category C, D, E, or F
□traffic study required
\Box access safety upgrade
🖂 drainage
or
drainage exception
construction agreement
🗆 utility
□ general Use
□ other

Thank you for allowing us the opportunity to review and discuss this project in advance. Please feel free to contact me with any questions. We look forward to working with you again.

Respectfully,

Iecale' Roth

Permit Coordinator II 2822 Leslie Rd. Tampa, Fl. 33619 Office - 813-612-3237 M-F 8:30 AM – 5:00 PM





2822 Leslie Road Tampa, FL 33612-6456 JARED W. PERDUE, P.E. SECRETARY

Additional Comments/Standard Information:

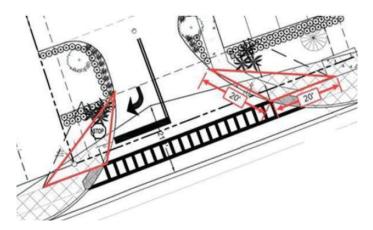
(These comments may or may not apply to this project, they are standard comments)

- 1. Document titles need to reflect what the document is before it is uploaded into OSP, and please do not upload unnecessary documents.
- 2. Documents need to be signed and sealed or notarized.
- 3. Include these notes with the application submittal.
- 4. Permits that fall within the limit of a FDOT project must contact project manager, provide a work schedule, and coordinate construction activities prior to permit approval. Ask Mecale' for information if not provided in the notes.
- 5. Plans shall be per the current Standard Plans and FDM.
- 6. All the following project identification information must be on the Cover Sheet of the plans:
 - a. all associated FDOT permit #'s
 - b. state road # (& local road name) and road section ID #
 - c. mile post # and left (Lt) or right (Rt) side of the roadway (when facing north or east)
 - d. roadway classification # and posted speed limit (MPH)
- 7. All typical driveway details are to be placed properly:
 - a. 24" thermoplastic white stop bar equal to the lane width placed 4' behind crosswalk or a minimum of 25' in front of it
 - b. 36" stop sign mounted on a 3" round post, aligned with the stop bar
 - c. if applicable, a "right turn only" sign mounted below the stop sign (FTP-55R-06 or FTP-52-06)
 - d. double yellow 6" lane separation lines
 - e. 6' wide, high emphasis, ladder style crosswalk straddling the detectable warning mats
 - f. warning mats to be red in color unless specified otherwise
 - g. directional arrow(s) 25' behind the stop bar
 - h. all markings on concrete are to be high contrast (white with black border)
 - i. all striping within and approaching FDOT ROW shall be thermoplastic
- 8. Maintain 20' x 20' pedestrian sight triangles and draw the triangles on the plans to show there are no obstructions taller than 24" within the triangles. Also, no parking spaces can be in these triangles Measure 20' up the sidewalk and 20' up the driveway from the point at which the sidewalk meets the driveway. Here is an example of what these triangles look like and how they are positioned.





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- 9. Any relocation of utilities, utility poles, signs, or other agency owned objects must be coordinated with the Department and the **existing and proposed location** must be clearly labeled on the plans. Contact the Permits Department for more details and contact information.
- 10. Make note on plans that it is the responsibility of the contractor to not only restore the ROW, but they are also responsible for maintaining the ROW for the duration of the project.

Context Classification:

Here is the link to find information about context classification to see what class standards the proposed project needs to be built to. Below is the standard table for sidewalk width for each class:

https://kai.maps.arcgis.com/apps/webappviewer/index.html?id=b5ecc163fe04491dafeb44194851ba93



2822 Leslie Road Tampa, FL 33612-6456 JARED W. PERDUE, P.E. SECRETARY

	Table 222.1.1	Standard Sidewalk Widths	
Co	ntext Classification	Sidewalk Width (feet)	
C1	Natural	5	
C2	Rural	5	
C2T	Rural Town	6	
C3	Suburban	6	
C4	Urban General	6	
C5	Urban Center	10	
C6	Urban Core	12	
Notes:			
	or C2T, C3 and C4, sid when the demand is den	ewalk width may be increased up to 8 feet nonstrated.	
		andard sidewalk width cannot be attained, inable width possible, but not less than 6 feet	
	For RRR projects, unaltered sidewalk with width 4 feet or greater may be retained within any context classification.		
(4) 5	See FDM 260.2.2 for sidewalk width requirements on bridges.		

Provide the following minimum unobstructed sidewalk width (excluding the width of the curb) when there is no practical alternative to placing a pole within the sidewalk:

- 36 inches for aboveground utilities. This 36 inch width may be reduced to 32 inches, not exceeding 24 inches in length, when there is no practical alternative available to avoid an obstruction.
- 48 inches for signal, light, sign poles

When used for plantings and street furniture, the area between the back of curb and the sidewalk should be 5 feet or greater in width. Consider providing treewells in areas where on-street parking is provided.

Lighting:

Lighting of sidewalks and/or shared paths must be to current standards (FDM section 231). Newly implemented FDOT Context classifications updated the required sidewalk widths (FDM section 222.2.1.1). Where sidewalk is being added and/or widened, the lighting will be analyzed to ensure sidewalks are properly lighted per FDOT FDM standards. Reference the following link and table for details:

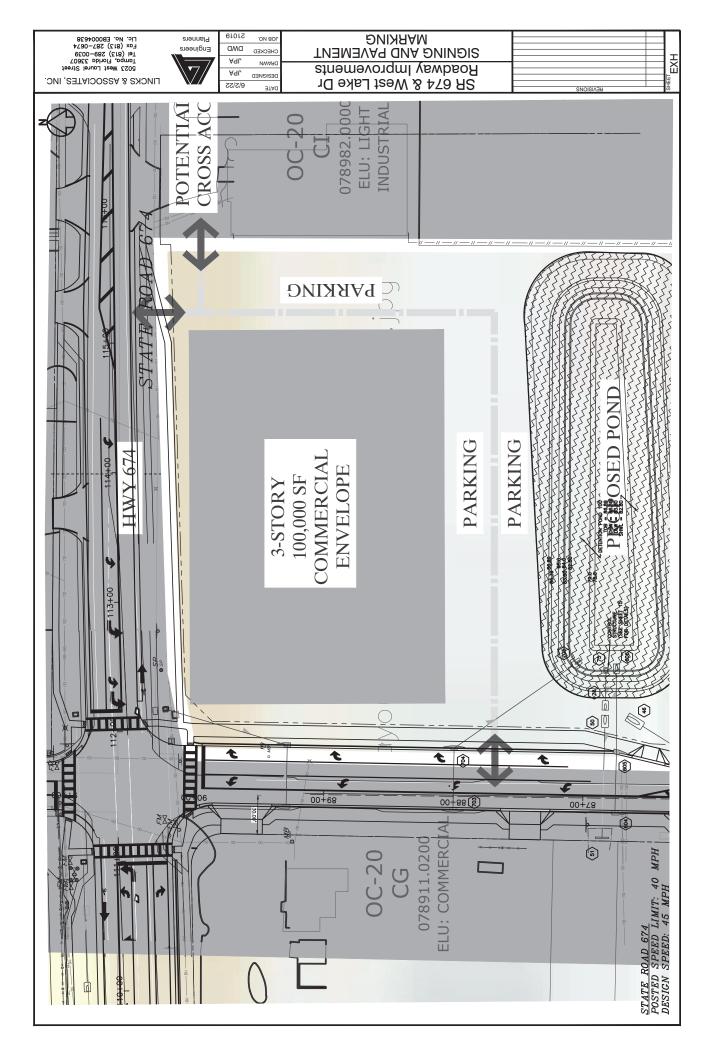
https://fdotwww.blob.core.windows.net/sitefinity/docs/defaultsource/roadway/fdm/2020/2020fdm231lighting.pdf?sfvrsn=2ad35fbf_2

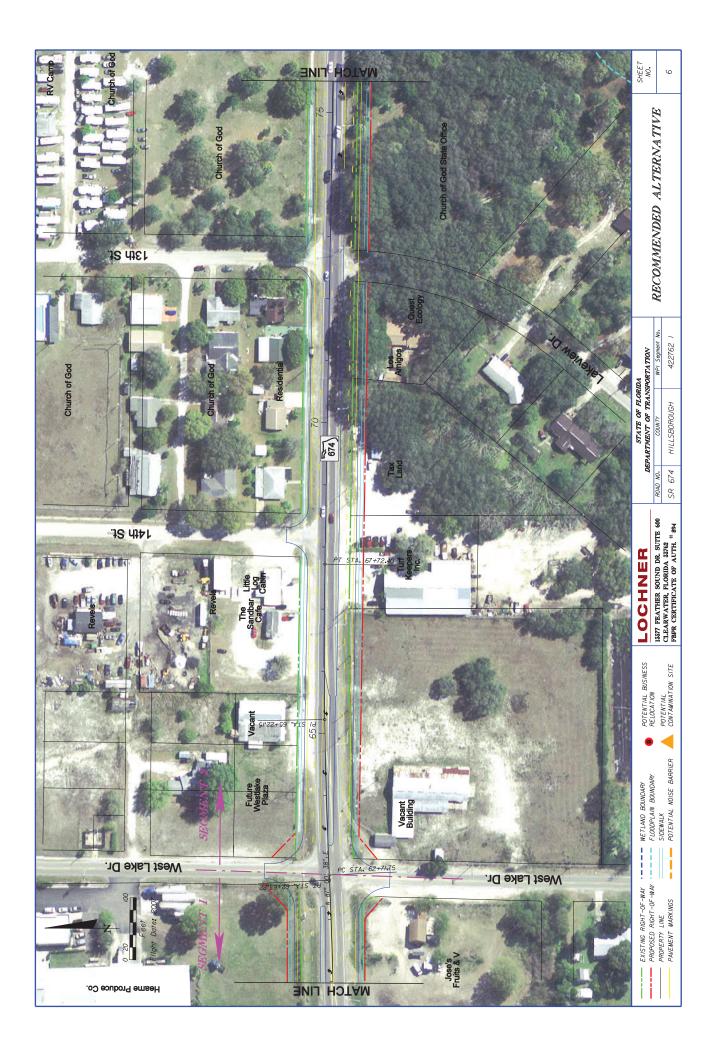


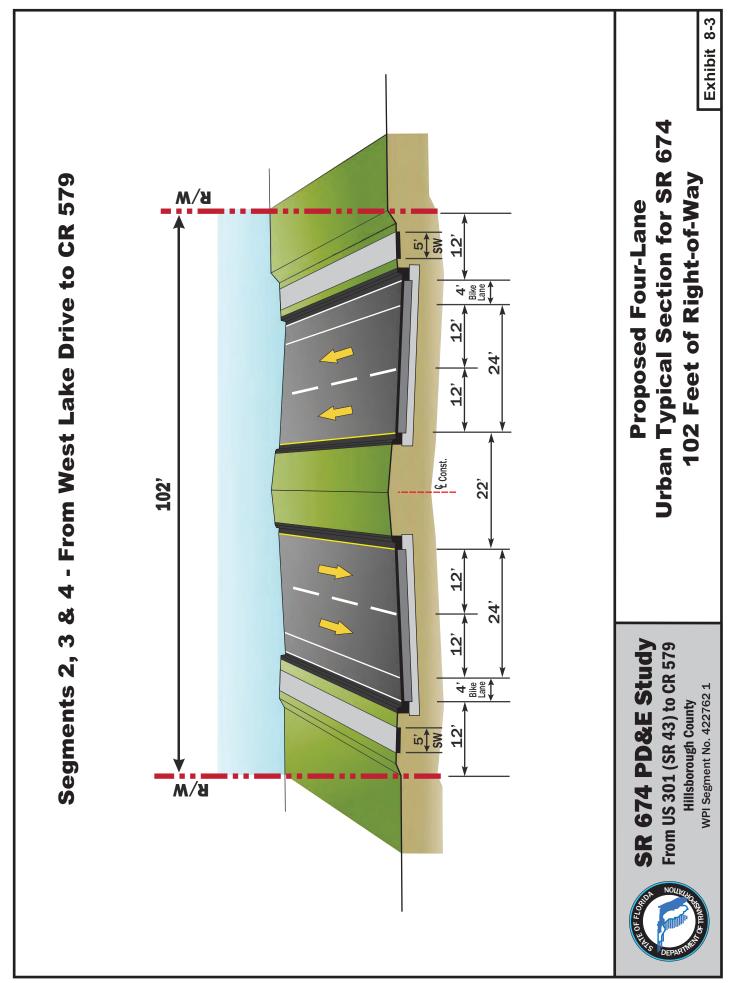
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DOT Design Manual	T-1-1- 004 0			Janu	ary 1, 2020			
Table 231.2.1 Lighting In Roadway Classification Illumination Level Average Foot Candle			Illumination Uniformity Ratios		Veiling Luminance Ratio			
Or Project Type	Horizontal (H.F.C.)	Vertical (V.F.C.)	Avg./Min.	Max./Min.	L _{V(MAX)} /L _{AVG}			
Conventional Lighting								
Limited Access Facilities	ited Access Facilities 1.5 Major Arterials 1.5 N/A		4:1 or Less	10:1 or Less	0.3:1 or Less			
Major Arterials								
Other Roadways	1.0							
High Mast Lighting								
All Roadway Classifications	0.8 to 1.0	N/A	3:1 or Less	10:1 or Less	N/A			
Signalized Intersection Lighting								
New Reconstruction	3.0	2.3	4:1 or Less	10:1 or Less	Ş			
Lighting Retrofit	1.5 Std. 1.0 Min.	1.5 Std. 1.0 Min.			N/A			
Midblock Crosswalk Lighting								
Low Ambient Luminance	N/A	2.3	N/A	N/A	N/A			
Medium & High Ambient Luminance	N/A	3.0						
Sidewalks and Shared Use Paths								
Facilities Separated from the Roadway	2.5	N/A	4:1 or Less	10:1 or Less	N/A			
Sign Lighting								
Low Ambient Luminance	15-20							
Medium & High Ambient Luminance	25-35	N/A	N/A	6:1	N/A			
Rest Area Lighting								
All Roadways and Parking Areas	1.5	N/A	4:1 or Less	10:1 or Less	N/A			

231-Lighting







COMMISSION

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AGENCY COMMENT SHEET

REZONING						
HEARING DATE: 12/12/2022	COMMENT DATE: 10/5/2022					
PETITION NO.: 22-1387	PROPERTY ADDRESS: 5201 Hwy 674,					
EPC REVIEWER: Melissa Yañez	Wimauma, FL 33598					
CONTACT INFORMATION: (813) 627-2600	FOLIO #: 0789820020					
X1360	STR: 09-32S-20E					
EMAIL: <u>yanezm@epchc.org</u>						
REQUESTED ZONING: : From CI to OC-20						
FINDINGS						
WETLANDS PRESENT	NO					
SITE INSPECTION DATE	10/05/2022					
WETLAND LINE VALIDITY	Site Inspection					
WETLANDS VERIFICATION (AERIAL PHOTO, SOILS SURVEY, EPC FILES)	N/A					
INFORMATIONAL COMMENTS:						

Wetlands Division staff of the Environmental Protection Commission of Hillsborough County (EPC) inspected the above referenced site in order to determine the extent of any wetlands and other surface waters pursuant to Chapter 1-11, Rules of the EPC. This determination was performed using the methodology described within Chapter 62-340, Florida Administrative Code, and adopted into Chapter 1-11. The site inspection revealed that no wetlands or other surface waters exist within the above referenced parcel.

Please be advised this wetland determination is informal and non-binding. A formal wetland delineation may be applied for by submitting a "WDR30 - Delineation Request Application". Once approved, the formal wetland delineation would be binding for five years.

My/cb

Environmental Excellence in a Changing World

WATER RESOURCE SERVICES REZONING REVIEW COMMENT SHEET: WATER & WASTEWATER

WATER

- The property lies within the _____ Water Service Area. The applicant should contact the provider to determine the availability of water service.
- A <u>12</u> inch water main exists (adjacent to the site), (approximately <u>70</u> feet from the site) <u>and is located north of the subject property within the north Right-of-Way</u> <u>of State Road 674</u>. This will be the likely point-of-connection, however there could be additional and/or different points-of-connection determined at the time of the application for service. This is not a reservation of capacity.
- Water distribution system improvements will need to be completed prior to connection to the County's water system. The improvements include ______ and will need to be completed by the ______ prior to issuance of any building permits that will create additional demand on the system.

WASTEWATER

The property lies within the _____ Wastewater Service Area. The applicant should contact the provider to determine the availability of wastewater service.

- A <u>6</u> inch wastewater force main exists (adjacent to the site), (approximately <u>70</u> feet from the site) <u>and is located north of the subject property within the north Right-of-Way of State Road 674</u>. This will be the likely point-of-connection, however there could be additional and/or different points-of-connection determined at the time of the application for service. This is not a reservation of capacity.
- Wastewater collection system improvements will need to be completed prior to connection to the County's wastewater system. The improvements include ______ and will need to be completed by the _____ prior to issuance of any building permits that will create additional demand on the system.

COMMENTS: <u>The subject rezoning includes parcels that are within the Urban Service Area</u> and would require connection to the County's potable water and wastewater systems.

AGENCY REVIEW COMMENT SHEET

TO: ZONING TECHNICIAN, Planning Growth Manag	DATE: <u>19 Sep. 2022</u>
REVIEWER: Bernard W. Kaiser, Conservation and En	wironmental Lands Management
APPLICANT: Kami Corbett	PETITION NO: <u>RZ-PD 22-1387</u>
LOCATION: <u>5201 Hwy 674, Wimauma, FL 33598</u>	
FOLIO NO: <u>78982.0020</u>	SEC: <u>09</u> TWN: <u>32</u> RNG: <u>20</u>

 \square This agency has no comments.

This agency has no objection.

This agency has no objection, subject to listed or attached conditions.

This agency objects, based on the listed or attached conditions.

COMMENTS: _____.



NOTE: THIS IS ONLY FOR ESTIMATE PURPOSES, BASED ON THE FEES AT THE TIME THE REVIEW WAS MADE. ACTUAL FEES WILL BE ASSESSED BASED ON PERMIT APPLICATIONS RECEIVED AND BASED ON THE FEE SCHEDULE AT THE TIME OF BUILDING PERMIT APPLICATION.

то:	Zoning Review, Development Services	DATE: 12/07/2022
REVIEWER:	Ron Barnes, Impact & Mobility Fee Coordinator	
APPLICANT	Wimauma Commercial, LLC	PETITION NO: 22-1387
LOCATION:	5201 Hwy 674	
FOLIO NO:	78982.0020	

Estimated Fees:

Self-Storage/Mini-Warehouse (Per 1,000 s.f.) Mobility: \$725*100 = \$72,500 Fire: \$32*100 = \$3,200

Project Summary/Description:

Urban Mobility, South Fire - mini-storage use 100,000 sf

VERBATIM TRANSCRIPT

HILLS	SBOR	ROUGH	CC)UNTY,	FLORIDA
BOARD	OF	COUNT	Ϋ́	COMMIS	SSIONERS

	X
IN RE:))
ZONE HEARING MASTER HEARINGS)))
) X

ZONING HEARING MASTER HEARING TRANSCRIPT OF TESTIMONY AND PROCEEDINGS

BEFORE:	SUSAN FINCH			
	Land	Use	Hearing	Master

- DATE: Tuesday, January 17, 2023
- TIME: Commencing at 6:04 p.m. Concluding at 11:35 p.m.

Reported via Cisco Webex Videoconference by: Diane DeMarsh, CER No. 1654

1	MR. GRADY: The next item is Agenda Item D.8 Rezoning
2	PD 22-1387. The applicant's Wimauma Commercial, LLC. The
3	request is a rezone from CI to plan development. Tania Chapela
4	will provide Staff recommendation after presentation by the
5	applicant.
6	MR. GRADY: Good evening.
7	MS. CORBETT: Good evening. Kami Corbett with the law
8	firm of Hill, Ward and Henderson. We're dealing with
9	some technical issues. Okay. There we go. Give me a moment to
10	get up my presentation. We will be brief. One second. One
11	second. There we go. Right. Again, Kami Corbett with the law
12	firm of Hill, Ward and Henderson representing the applicant
13	Wimauma Commercial.
14	This is a vicinity map. The subject property is
15	located along 67 oh
16	HEARING MASTER: I see it, yes.
17	MS. CORBETT: Okay. This is vicinity map showing the
18	subject property just south of 674 in Wimauma between 301 and
19	what is that? Let's see. Here's the Wimauma, the downtown
20	overlay boundary. This is the newly adopted overlay boundary
21	and you can see where the blue square swear in that the downtown
22	district.
23	This is the future land use. It's OC-20. The subject
24	property has a mix zoning CI and or has CI zoning. And then
25	here's the property located at 674 in West Lake Drive. We're

proposing 100 square feet of mini warehouse with a maximum height of 50 feet or three stories will comply with the downtown overlay standards. I have one access on 674 and one access on West Lake Drive, which will be right in and right out. Right of away will be preserved for future improvements.

We are surrounded by an adjacent PD, which permits neighborhood commercial BPO and warehouse as a PD approved back in 1989.

And this is the last puzzle piece of the public 9 private partnership that was between the school board and 10 11 Lennar. You can see the school board site on Wesley Drive outlined in green here in the Lennar site outlined in yellow. 12 13 As you may recall, there was a development agreement between the 14 parties that required Lennar to make a significant improvement 15 to West Lake Drive. During that process, it was identified that there was not sufficient right of way at the intersection in 16 17 order to make that a substandard improvement. Our client, which 18 is Wimauma Commercial, was a subsidiary of -- or a related 19 company to Eisenhower Property Group stepped in and acquired the property to ensure that the right of way would be available for 20 21 that development agreement. And we have -- have acquired it, 22 did acquire it. We have the requirements in this PD that we 23 have to dedicate the right of way and that's how we ended up with a warehouse and use a mini warehouse because of the 24 25 location of the intersection and transportation improvements

going on and it's a heavy volume of traffic with the school 1 2 site, the -- both FDOT and the Hillsborough County wanted to limit the number of trips that were generated from this 3 4 particular site. And so we were able to find a mini warehouse 5 user who would be able to comply with this conditions, rather 6 than someone who wanted retail along 674. 7 Again, we've been found consistent and compatible with a community plan and the project has been determined to be 8 approvable. Steve Henry is here to answer any questions you 9 might have with respect to transportation improvements and 10 Mr. (Inaudible) in our property group is also here if you have 11 12 any questions. 13 HEARING MASTER: I don't have questions at this time. 14 Thank you. 15 MS. CORBETT: That concludes my presentation. 16 HEARING MASTER: Okay. Development Services. 17 MS. CHAPELA: Good evening. Tania Chapela, 18 Development Servicd. I'll be presenting rezoning to plan development PD 22-1387. Excuse me. The existing zoning is 19 commercial intensive. The proposed plan development is to allow 20 21 a maximum of 100,000 square feet of mini warehouse and accessory 22 uses. No variations or waivers have been requested. The parcel 23 is located along State Road 674. To the east is a light industrial development zone CI. The -- to the southeast is a 24 vacant land allowed for commercial uses, including warehouse 25

uses. To the west across Lake Drive is a property zoned RSC-6
 occupied with a single-family residential. The proposed uses
 are comparable to the current commercial intensive allow uses.

4 Furthermore, the proposed project there's a number of 5 potential uses currently allowed in the subject property. This 6 0.64 FAR is under the 0.75 maximum FAR allowable in the OC-20 7 Comprehensive Plan Category. I want to add the -- for the record that I present a revised report and wanted to require the 8 applicant to present a revised site plan and will need to work 9 with the conditions because the site plan is showing a 0.75 FAR. 10 11 And it's actually the request is for 100,000 square feet. So 12 that's a 0.64 FAR and not -- and not the -- it's not up to the 13 maximum allowed in the Future Land Use. So instead of 0.75, 14 we'll need to get 07 I mean 0.64 FAR, both in the conditions and 15 the site plan.

16 So continuing with my presentation. The proposed 17 building area will not enter into the required setbacks, nor 18 will it increase the required buffers or screening. 19 Additionally, the -- the increased FAR will have minimal impact 20 of a transportation network. Per the transportation staff, the 21 proposed rezoning will result in a decrease of street 22 potentially generated by the development of the subject site. 23 Given the above, Staff finds the proposed

24 modifications to be compatible with the surrounding properties 25 and in keeping the original development pattern of the area and recommends approval. This concludes my presentation. I'm here
 for any questions.

3 HEARING MASTER: None at this time. Thank you.4 Planning Commission.

5 MS. MASSEY: Hi. This is Jillian Massey with Planning 6 and Commission Staff. The subject site is located in the office 7 commercial 20 or the OC-20 Future Land Use Category. It's in the urban service area and within the limits of the Wimauma and 8 South Shore Area Wide Systems Community Plan. OC-20 is located 9 to the north, east and west of the site. Residential-4 is 10 located to the south. Residential-6 is located to the east of 11 12 the site. The proposed rezoning from CI to PD would not 13 significantly change the existing character of the area, which 14 has existing commercial zoning districts to the west and 15 industrial uses to the east. Therefore, meeting the intent of 16 the Policy 1.4 in the Future Land Use Element. The subject site 17 meets the intent of Objection 16 and its associating 18 accompanying policies regarding the protection of adjacent land uses through various buffering and mitigation measures. 19

The proposed rezoning also meets the intent of Policy 16.5 that intense to concentrate non-residential uses along collector and arterial roads external to establish neighborhoods. The subject site is in the Wimauma Village Community Plan, specifically located in the downtown center B district, which includes a mix of residential and retail and

The proposed rezoning will also meet the intent of office uses. 1 the business and economic development goal of the plan by 2 providing commercial use in the commercial core along State Road 3 4 674. The property is also within the South Shore Area Wide 5 Systems Community Plan. This Plan encourages -- encourages in 6 implementing referred development patterns as identified in 7 community plans.

8 The proposed development is compatible with the 9 surrounding commercial development pattern and based upon these 10 considerations, Planning Commission Staff finds the proposed 11 rezoning consistent with the Unincorporated Hillsborough County 12 Comprehensive Plan subject to conditions proposed by the County 13 Development Services Department. Thank you.

HEARING MASTER: Thank you. Is there anyone in the room or online that would like to speak in support? I see no one. Anyone in opposition to this request? No one online. All right. Mr. Grady, anything else?

18 UNIDENTIFIED SPEAKER: It looks like you've got19 somebody online.

20 HEARING MASTER: Okay. How many, one?
21 UNIDENTIFIED SPEAKER: Just one.
22 HEARING MASTER: Okay. So you need?
23 UNIDENTIFIED SPEAKER: Can you hear us?
24 HEARING MASTER: Good evening, sir. Are you speaking
25 in support or opposition?

1	UNIDENTIFIED SPEAKER: It looks like you're unmuted,
2	but we can't hear you. Still can't hear you.
3	MR. BALL: How about now?
4	UNIDENTIFIED SPEAKER: Yes.
5	MR. BALL: So I'll be speaking in opposition
6	HEARING MASTER: All right. If you could give us your
7	name and address please.
8	MR. BALL: Michael Ball, 16545 South U.S. Highway 301.
9	HEARING MASTER: Thank you.
10	MR. BALL: So I came to speak. I and I appreciate
11	the proposal presented (inaudible) while it's not interesting.
12	I just had (inaudible) Wimauma overall (inaudible).
13	I don't think this is something that we can look at
14	that's going to be executable when we're looking at overall.
15	It's a warehouse. It's not it does not have (inaudible)
16	looking at when (inaudible). It shouldn't be you know, it's
17	consistent, compatible, whatever you want to say. But it's not
18	what we need. It's not what we want. That's just something
19	(inaudible). That's no what the residents are looking for.
20	This is more of consistent pattern of lack of good ideas.
21	This is just you get where (inaudible). So I you know
22	(inaudible) rezoning. And give us an opportunity (inaudible)
23	opportunity to go through and develop a structure and an overall
24	(inaudible) towards something I want (inaudible) not only for
25	Wimauma. You got to look at this in integrated (inaudible)

1	South Shore. Mess up Wimauma plans but kind of put a warehouse
2	in there where there's warehouses (inaudible). There's probably
3	other areas to put it. And it messes up the overall (inaudible)
4	overall Wimauma plans. And with that, I'd like to submit for
5	the record an email that I guess a Mr. Gilbert from a law office
6	he submitted to a Mr. Brian Grady on Friday, January 13th at
7	4:40. I believe it's in his email box if he hasn't already done
8	so.
9	MR. GRADY: Mr. Ball, I think you'll need to read that
10	since neither he could you I guess read that into the record
11	then what he submitted to me on the record?
12	MR. BALL: Sure.
13	MR. GRADY: Thank you.
14	MR. BALL: It's going to be a little bit but it
15	says, "Dear Mr. Grady. I trust this is going to find you well
16	(inaudible) Wimauma that occurs in a manner that's consistent
17	with the goal identified (inaudible) further established by its
18	goals. (Inaudible) mini warehouse further that goal our
19	community is in need of projects (inaudible) create
20	opportunities for investment, job creation and affordable
21	housing. Will to further (inaudible). We have the applicant
22	and concern consideration given to the program, the ground floor
23	small office retail space. The applicant, Mr. Steve Luce for
24	his attention and openness and our discussions (inaudible). At
25	this juncture (inaudible) support this project as presented.

(Inaudible) opportunity at this site. It's important to note 1 that (inaudible) takes into account to rezoning and land use if 2 any can further that effort. Signed Gil Martinez, Director of 3 4 (inaudible) Planning." 5 And that's completion of the email. HEARING MASTER: Mr. Ball, does that complete your 6 7 comments? 8 MR. BALL: That's my comments. Thank you, ma'am. HEARING MASTER: Thank you for your testimony. 9 Ι appreciate it. All right. And I had Mr. Martinez on my list to 10 11 speak in opposition. I don's believe he's here, but they just read his letter into the record. So we'll conclude the 12 13 opposition testimony and go back to Mr. Grady for any additional 14 comments. 15 MR. GRADY: Nothing further. 16 HEARING MASTER: All right. Thank you. Then we'll go 17 back to Ms. Corbett. Time for rebuttal. MS. CORBETT: Good evening. Kami Corbett again. 18 I'd like Steve Henry to come up and talk about the constraints with 19 the site with respect to the traffic and -- that can be emanated 20 21 from the site. 22 MR. HENRY: Good evening. Steve Henry, Links 23 Associates, 5023 West Laurel, Tampa 33507. So this site is unique. And one of the things when we first started the whole 24 process with looking at the improvements that we were doing, 25

well one of the things with this parcel was it was going to have to be a low traffic generator. That was discussed early on in the process because of the proximity to the -- the depth of this parcel, you can't get a left in on West Lake. So the -- and so the issue became trying to minimize that since you didn't have that left turn movement.

7 And then second, on 674, we have met with DOT. That will be an interim full access, but ultimately a right in, right 8 out once 674 widen to four lanes. And so from that standpoint 9 it's very limited on what you can put on the parcel. And that's 10 11 why the mini warehouse was the perfect useful parcel. I get the idea that, you know, they'd like to have more intents uses given 12 13 the location, but the reality is, this parcel is -- without this parcel, the improvements to that intersection, the -- agreement, 14 15 all that doesn't have to. You know, the pond is on this site. We need the right of way to be able to build the turn lanes at 16 17 the intersection and to build the signal at the intersection.

So what's left of this parcel is enough to be able to do the mini warehouse. And again, just from the constraints of what we're building out there, it really has to be a low traffic generator.

HEARING MASTER: Understood.

23 MR. HENRY: Thank you.

22

24 MS. CORBETT: Kami Corbett again. Just to go back to 25 the downtown graphic. This is the downtown overlay boundary. 1 | Can you see it?

2

HEARING MASTER: I can.

3 MS. CORBETT: And that's what was recently adopted. 4 So this is what after two years of study and much -- many, many 5 community meetings, this was what was adopted. And you'll see here that the inset is sort of where the downtown area is really 6 7 concentrated were the most development, the walkable development, the main street development area is happening. 8 And you'll see the we're in B. And we're outside of that main area. 9 And so we're outside of that core. 10

Again, we would love to be able to work with the 11 committee and -- and work with what their desires are, but here 12 13 you know we are constrained by the land use. We are following 14 the Wimuama downtown overlay standards as far as design of this 15 project. And we will be consistent with what was adopted, but given the site constraints, we really cannot consider more 16 intensive uses such as retail, which we've been asked to do. 17 So 18 with -- and Steve wants to say something.

19 MR. HENRY: Just one thing and I'll enter into the 20 But just to let you know, we are proceeding. record. These are 21 the actual plans for the plans that have been submitted both to 22 the County and FDOT for the intersection. So just -- this is 23 not a high in the sky planning, it's actually the engineering is being done to be able to start construction as soon as we get 24 the permits. 25

1	HEARING MASTER: Thank you for that.
2	Ms. CORBETT: And we will be holding a community
3	meeting on January 24th, I guess next Tuesday to talk talk
4	further with them about this development and other developments
5	that Eisenhower has going on in the area. We'll continue to try
6	to work with them and be good partners. We just couldn't get to
7	where they needed us to go on this one.
8	And with that, we respectfully request your approval.
9	HEARING MASTER: All right. Thank you so much. Then
10	we'll close Rezoning PD 22-1387 and go to the last case.
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	HILLSBOROUGH COUNTY, FLORIDA OARD OF COUNTY COMMISSIONERS
IN RE: ZONE HEARING MASTER HEARINGS))) R)))
	ZONING HEARING MASTER HEARING RIPT OF TESTIMONY AND PROCEEDINGS
BEFORE:	PAMELA JO HATLEY Land Use Hearing Master
DATE:	Monday, December 12, 2022
TIME:	Commencing at 6:04 p.m. Concluding at 9:15 p.m.
Reported	via Cisco Webex Videoconference by: Vicki Parent, CER No. 1255

1 Mary Dorman.

We do have a number of changes to tonight's agenda.
The first change is on page eight of the Agenda, Item D.4,
Rezoning PD 22-0696. This application is being withdrawn from
the Zoning Master Hearing Process.

6 The next change is to correct a clerical error on the 7 Agenda for -- for -- on page seven of the Agenda, Item C.1, 8 Rezoning Standard 22-0927, correcting the request. The request 9 is to Rezone to RMC-6. The Agenda is listed as RDC-6. The 10 request is for RMC-6.

The next change is on page three of the Agenda -on page -- the next change is on page seven of the Agenda, Item C.2 Rezoning Standard 22-1096. This application's being withdrawn from the Zoning Hearing Master Process.

15 And the -- the final change in the published Agenda is on page ten D.9, Rezoning PD 22-1387. The applicant's 16 17 Wimauma Commercial, LLC. The Staff is requesting this be --18 item be continued to the January 17, 2023 Zoning Hearing Master 19 Hearing. The reason for the request is there's some unresolved trans -- transportation related issues that requires more time 20 21 to discuss those items. So the reason why Staff is requesting 22 that item being continued.

You'll need to rule on the fourth -- on the fourth
one, yeah, to see If anybody's going to speak on that.
HEARING MASTER: Okay. All right. So Staff has

EXHIBITS SUBMITTED DURING THE ZHM HEARING

PAGE 1 OF 9SIGN-IN SHEET: RFR, \overline{ZHM} PHM, LUHO DATE/TIME: 1/17/23 HEARIN HEARING MASTER: Susan Finch PLEASE PRINT CLEARLY, THIS INFORMATION WILL BE USED FOR MAILING NAME Kamala Cor bett **APPLICATION #** MAILING ADDRESS 101 EKennedy Blvd, Ste 3. 22-0075 STATE FC ZIP 33602PHONE 813 CITY TAM DA PLEASE PRINT **APPLICATION #** NAME Jowy Anderson MAILING ADDRESS 105 14 Salge brook Orive 22-0075 CITY River view STATE FL ZIP 33569 PHONE 727 430-3494 NAME Jan Gohan **APPLICATION #** MAILING ADDRESS 737 Man Street Site 100 12-0075 CITY Safety Halv STATE FL ZIP34695 PHONE 727 29/ 9526 PLEASE PRINT **APPLICATION #** NAME <u>Ethe</u> Hammer MAILING ADDRESS 19825 Angel Lane 22-0075 CITY Odessa STATE FL ZIP 32556PHONE VS PLEASE PRIN **APPLICATION #** NAME Gary A. GIBBONS MAILING ADDRESS 800 29th Ave N, 5 22-0675 CITY St. Petersburg TATE FL ZIP 33704 HONE 20 NAME RYGA Brooks **APPLICATION #** MAILING ADDRESS 12714 Shedowcrest Ct 22-0075 CITY/ (iverview STATE FL ZIP 3365 PHONE 8132/5791

HEARING MASTER: <u>SUSAN</u> Finch SIGN-IN SHEET: RFR, ZHM, PHM, LUHO DATE/TIME: 1/17/23 PLEASE **PRINT CLEARLY**. THIS INFORMATION WILL BE USED FOR MAILING PLEASE PRINT **APPLICATION #** abine rother NAME Bentwood Drive 22-0075 MAILING ADDRESS CITY Sun City CenterSTATE FL ZIP 33593 PHONE VS Jennifer Miller PLEASE PRINT **APPLICATION #** NAME 31) Waterford Run Drive. 22-0075 MAILING ADDRESS CITY Riverner STATE FL ZIP 37569PHONE PLEASE PRINT **APPLICATION #** NIW NAME MAILING ADDRESS SO23 W. LAVIEL 22-0075 STATE FLZIP 33607 PHONE CITY PLEASE PRINT **APPLICATION #** Abour Naylor NAME 14206 Tudor Charle Dr. 22-0075 MAILING ADDRESS amo STATE FC ZIP3364 PHONE 127-217-5325 CITY PLEASE PRINT **APPLICATION #** TRENT Stephensin NAME #200 505 E Jackson St 21.0075 MAILING ADDRESS STATE FL ZIP 33612PHONE 813 375.0616 CITY PLEASE PRINT **APPLICATION #** NE NAME 22-1591 MAILING ADDRESS ZIP 2270 PHONE CITY / STATE/4

PAGE 3 OF 9 SIGN-IN SHEET: RFR, ZHM, PHM, LUHO DATE/TIME: 1/17/23 PLEASE **PRINT CLEARLY**, THIS INFORMATION WILL BE USED FOR MAILING PLEASE PRINT **APPLICATION #** NAME Jeff Caffry 22-1642 MAILING ADDRESS 1142 With Your Rd CITY Lake Park STATE FL ZIP 33403 PHONE 561-247-0368 PLEASE PRINT **APPLICATION #** SUNNY SUA NAME 22-0719 MAILING ADDRESS 19903 Maple H. CITY Gubanth STATE FCZIP 758 PHONE 173205727 NAME Grace McComes **APPLICATION #** 22-0719 MAILING ADDRESS 805 Old Darby St CITY Section STATE FL ZIP 3358 PHONE \$13,240 PLEASE PRINT **APPLICATION #** NAME Elizabeth Belcher 22-0719 MAILING ADDRESS 5 X 5 Mp CITY GMail Ejbs/char Att. NST 40 NAME ROGET GRUNKE **APPLICATION #** 22-0857 MAILING ADDRESS 2708 NETMORE AVE CITY 12 STATE FL ZIP 3360 PHONE 136792945 PLEASE PRINT Marla Frazer **APPLICATION #** 22-0 MAILING ADDRESS 11215 Davis B STATE FL ZIP 3637 PHONE 777-993 CITY Pa

SIGN-IN SHEET: RFR, 1 DATE/TIME: $1/17$	ZHM PHM, LUHO 123 HEARING MASTER: Susan Finch
	ARLY, THIS INFORMATION WILL BE USED FOR MAILING PLEASE PRINT
22-0857	NAME <u>FLORENCE BARBER-HANCOOR</u> MAILING ADDRESS <u>2/004</u> <u>NEGRIL CT.</u> CITY <u>2472</u> STATE <u>FL</u> ZIP <u>33558</u> HONE <u>948-759</u> 7
APPLICATION # $22-0957$	PLEASE PRINT NAME <u>Theresa L Maida</u> MAILING ADDRESS ///07 <u>Davis Rel</u> CITY <u>Tampa</u> STATE <u>FL</u> ZIP <u>33637</u> PHONE <u>S/3-985-619</u> 5
APPLICATION # $22 - 0866$	PLEASE PRINT Kama (a Cov kett NAME <u>Kama (a Cov kett</u> MAILING ADDRESS <u>16/ & Kennedy BID Ste 3705</u> CITY TAMMA STATE FE ZIP 3360] PHONE 813-8478421
APPLICATION # $22 - 122$	PLEASE PRINTIK COMPLEA COMPA NAME KOMPLEA COMPA MAILING ADDRESS /6/ 2 Kenedy Blud St. 3700 CITY TAMP STATE FC ZIP 32 PHONE & B-227 84
APPLICATION # 22-1226	PLEASE PRINT NAME
APPLICATION #	PLEASE PRINT Eliz Bestsel
22-1228	MAILING ADDRESS 401 E. Jackson & Tampa CITY T STATE F2 ZIP 06 PHONE 5057

HEARING MASTER: Susan Finch SIGN-IN SHEET: RFR, ZHM PHM, LUHO 1/17/23 DATE/TIME: PLEASE **PRINT CLEARLY**. THIS INFORMATION WILL BE USED FOR MAILING NAME Davis M. Smith **APPLICATION #** 22-1228 MAILING ADDRESS 401 E. Jackon strat Site 2100 STATE (=) ZIP 3360) PHONE 8/3 722-5019 CITY) amp PLEASE PRINT **APPLICATION #** NAME MAILING ADDRESS SOZZ W. LAVREL S 22-1228 ZIP 3360 / PHONE CITY PLEASE PRINT **APPLICATION #** Kuso latie NAME 22-1228 Ashley Drive #2020 400 MAILING ADDRESS [ampa state / ZIP] 7662 PHONE CITY PLEASE PRINT NAME SMERRI SOUTHWELL **APPLICATION #** 22-1228 MAILING ADDRESS 552 FRANDERPI CITY A Pollo Konstate 72 ZIP 33572 PHONE 813 4107027 NAME REAVINE WSSIER **APPLICATION #** 12-1228 MAILING ADDRESS 477 Flamingo Deive CITY Apollo Beach STATE FL ZIP 33572 PHONE 813-992-7023 NAME Steve tinb **APPLICATION #** MAILING ADDRESS 815 Isloban Dr CITY folls Bord STATE FEZIP33572 PHONE 813-449-3980

PAGE G OF 9 SIGN-IN SHEET: RFR, ZHM PHM, LUHO HEARING MASTER: <u>Susan</u> DATE/TIME: 1/17/23 PLEASE **PRINT CLEARLY**. THIS INFORMATION WILL BE USED FOR MAILING PLEASE PRINT **APPLICATION #** Kim PLANT NAME MAILING ADDRESS 1029 APOLLO BEH BUD AMY 72-1228 CITY ADOLLO BOASTATE F2 ZIR33572PHONE 813 -394-204 PLEASE PRINT Laura **APPLICATION #** Shephon NAME 12-122 MAILING ADDRESS 5218 Point Hanber Lane VeachSTATE FL ZIP 37572 PHONE_ CITY Apollo Nicole Cameron PLEASE PRINT **APPLICATION #** NAME 5414 Conch Shell Place MAILING ADDRESS CITY Aprile Beach STATE / ZIP375/2PHONE NAME Kamala Corbett **APPLICATION #** MAILING ADDRESS 19 2 Kendy Bld Sh 100 CITY TAMMM STATE 21032602 PHONE 813-227-8-12 NAME STEPHIN Sposalu **APPLICATION #** MAILING ADDRESS SOS & Jackson St 813-325-6616 22-1219 CITY Canpa STATE AL ZIP 37602 PHONE PLEASE PRINT **APPLICATION #** HANN NAME MAILING ADDRESS SC23 41 WIR 72-1224

SIGN-IN SHEET: RFR. [DATE/TIME:	ZHM PHM, LUHO HEARING MASTER: SUSAN Finch
PLEASE PRINT CLE	ARLY, THIS INFORMATION WILL BE USED FOR MAILING
APPLICATION #	NAME PRINDIAN Daoud
22-1229	MAILING ADDRESS 3007 Draher Landing Ct CITY Valarie STATE F-L ZIP 3359 (PHONE 8/3-789-2707
APPLICATION # $22 - 1229$	PLEASE PRINT JOHN PUESS May NAME
	CITY A. Pac STATE A ZIP332 PHONE 504
APPLICATION # 22 - 1229	PLEASE PRINT WENdy OLIVITO NAME WENdy OLIVITO MAILING ADDRESS <u>117 BY AN Pd</u> CITY DAMAM STATE <u>E ZIP 3351 PHONE 13-695-2182</u>
APPLICATION # $22 - 1229$	PLEASE PRINT DIDA CAGNINA NAME DIDA CAGNINA MAILING ADDRESS 713 COULTER PLACE CITY BRANDON STATE FL ZIP 3351 PHONE 813:544.5438
APPLICATION # 22-1229	PLEASE PRINT LISA DUNSMORE NAME LISA DUNSMORE MAILING ADDRESS MOB CONTER PLACE CITY BRANDAN STATE FL ZIP 3351 PHONE 813-601-2782
APPLICATION # 22-1229	PLEASE PRINT NAME <u>Lisa Knox</u> MAILING ADDRESS <u>508</u> <u>5.</u> Bryan Cir CITYBrandon STATE <u>FL</u> ZIP <u>3261</u> PHONE <u>35 2.339-3140</u>

SIGN-IN SHEET: RER, ZHM PHM, LUHO DATE/TIME: 1/12 HEARING MASTER: SUSAN FINCH PLEASE **PRINT CLEARLY**. THIS INFORMATION WILL BE USED FOR MAILING PLEASE PRINT **APPLICATION #** Elise Batsal NAME 22-1338 MAILING ADDRESS 401 E Jackson St. CITY Tampa STATE ZIP 33602 813 222 NAME David M. Smith **APPLICATION #** 22-1338 MAILING ADDRESS 401 E. Jackson Strat Suto 2100 STATE F/ ZIP3360) PHONE 8/3 22 5010 CITY ann NAME PAT KILIZER **APPLICATION #** 22-1338 MAILING ADDRESS 7005 260EEN St CITY (ANFA STATE FLZIP) PHONE 36-53 NAME (hude-Perrette Conzé **APPLICATION #** 22-1338 MAILING ADDRESS 4512 Porpoise Drive CITY Jampa STATE FL ZIP33617 PHONE 8139561751 PLEASE PRINT **APPLICATION #** NAME I'M MCMURRY 12-1738 MAILING ADDRESS Solg PAULSON IN CITY AMM STATE 12 ZIP134/7 PHONES 748 8762 PLEASE PRINT **APPLICATION #** NAME SARA MCMURRY MAILING ADDRESS 8019 PAULSON LANE 22-1338 CITY TAMPA STATE FZ ZIP 3361 THONE 813-263-

HEARING MASTER: SUSAN FINCT SIGN-IN SHEET: RFR, ZHM, PHM, LUHO DATE/TIME: ____ PLEASE **PRINT CLEARLY**, THIS INFORMATION WILL BE USED FOR MAILING NAME Jerem y Couch **APPLICATION #** 22-1378 MAILING ADDRESS 17937 Hunting Bow Circle CITY LUT 2 STATE F2 ZIP 335 PHONE 813 9 20 2005 NAME Kamala Conhit **APPLICATION #** 22-1387 MAILING ADDRESS 101 2 Kennely BU CITY MA STATE M ZIP 3366LPHONE 813-227-8421 PLEASE PRINT Michael **APPLICATION #** NAME 22-1387 MAILING ADDRESS 16545 South US Highway Sol CITY VIMAUMA STATE FL ZIP 3598PHONE PLEASE PRINT **APPLICATION #** ANW NAME 22-1387 MAILING ADDRESS SUZZ W. LAVIEL ST _ZIP 336 CITY PLEASE PRINT **APPLICATION #** NAME Addie Clark 22-1499 MAILING ADDRESS 400 N. Ashley Dr. CITY TAMPA STATE FL ZIP 33603 PHONE 561-319-9759 PLEASE PRINT **APPLICATION #** NAME MAILING ADDRESS CITY_____STATE ZIP PHONE

HEARING TYPE:

ZHM, PHM, VRH, LUHO

DATE: January 17, 2022

HEARING MASTER:

Susan Finch

PAGE: _1_ OF 1

APPLICATION #	SUBMITTED BY	EXHIBITS SUBMITTED	HRG. MASTER YES OR NO
RZ 22-0075	James Anderson	1. Opposition Presentation Packet	No
RZ 22-0075	Ethel Hammer	2. Opposition Presentation Packet	No
RZ 22-0075	Gary Gibbons	3. Opposition Presentation Packet	No
RZ 22-0075	Ryan Brooks	4. Opposition Presentation Packet	No
RZ 22-0075	Jennifer Miller	5. Opposition Presentation Packet	No
RZ 22-0075	Kami Corbett	6. Applicant Presentation Packet	No
RZ 22-0075	Steve Henry	7. Applicant Presentation Packet	No
RZ 22-1591	Todd Pressman	1. Applicant Presentation Packet	No
RZ 22-0719	Grace McComas	1. Opposition Presentation Packet	No
RZ 22-0719	Sunny Sia	2. Applicant Presentation Packet	No
RZ 22-0866	Kami Corbett	1. Applicant Presentation Packet	No
RZ 22-1226	Brian Grady	1. Staff Report	Yes (copy)
RZ 22-1226	Kami Corbett	2. Applicant Presentation Packet	No
MM 22-1228	Brian Grady	1. Staff Report	No
MM 22-1228	Sherri Southwell	2. Opposition Presentation Packet	No
MM 22-1228	David Smith	3. Applicant Presentation Packet	No
RZ 22-1229	Stephen Sposato	1. Applicant Presentation Packet	No
RZ 22-1229	Steve Henry	2. Applicant Presentation Packet	No
RZ 22-1229	Todd Pressman	3. Opposition Presentation Packet	No
RZ 22-1229	Wendy Oliverio	4. Opposition Presentation Packet	No
RZ 22-1229	Lisa Knox	5. Opposition Presentation Packet	No
RZ 22-1229	Kami Corbett	6. Applicant Presentation Packet	No
RZ 22-1338	Elise Batsel	1. Applicant Presentation Packet	No
RZ 22-1338	Brian Grady	2. Staff Report	No
RZ 22-1387	Kami Corbett	1. Applicant Presentation Packet	No
RZ 22-1387	Brian Grady	2. Staff Report	No
RZ 22-1387	Steve Henry	3. Applicant Presentation Packet	No
RZ 22-1499	Brian Grady	1. Staff Report	No

JANUARY 17, 2023 - ZONING HEARING MASTER

The Zoning Hearing Master (ZHM), Hillsborough County, Florida, met in Regular Meeting, scheduled for Tuesday, January 17, 2023, at 6:00 p.m., in the Boardroom, Frederick B. Karl County Center, Tampa, Florida, and held virtually.

Susan Finch, ZHM, calls the meeting to order, leads in the pledge of allegiance to the flag, and introduces Development Services.

A. WITHDRAWALS AND CONTINUANCES

Brian Grady, Development Services, introduces staff and reviews changes/withdrawals/continuances.

Susan Finch, ZHM, overview of ZHM process.

Cameron Clark, Senior Assistant County Attorney, overview of oral argument/ZHM process.

Susan Finch, ZHM, Oath.

B. REMANDS

B.1. RZ 22-0075

- Brian Grady, Development Services, calls RZ 22-0075.
- Cameron Clark, Senior Assistant County Attorney, statement for record.

Kami Corbett, applicant rep, presents testimony.

Israel Monsanto, Development Services, staff report.

Jillian Massey, Planning Commission, staff report.

Susan Finch, ZHM, calls proponents/opponents

Jane Graham, opponent, presents testimony.

James Anderson, opponent, presents testimony.

Ethel Hammer, opponent, presents testimony.

Gary Gibbons, opponent, presents testimony.

Ryan Brooks, opponent, presents testimony.



Brian Grady, Development Services, answers ZHM questions.

Todd Pressman, applicant rep, answers ZHM questions and continues testimony.

Susan Finch, ZHM, questions to applicant rep.

Todd Pressman, applicant rep, answers ZHM questions.

Isis Brown, Development Services, staff report.

Susan Finch, ZHM, questions to Development Services.

Isis Brown, Development Services, answers ZHM questions.

Brian Grady, Development Services, statement for record.

Jillian Massey, Planning Commission, statement for record.

Susan Finch, ZHM, questions to Planning Commission.

Jillian Massey, Planning Commission, answers ZHM questions and staff report.

Susan Finch, ZHM, calls proponents/opponents.

Susan Finch, ZHM, questions to Development Services.

Brian Grady, Development Services, answers ZHM questions.

Susan Finch, ZHM, questions to applicant rep.

Todd Pressman, applicant rep, answers ZHM questions and provides rebuttal.

Susan Finch, ZHM, closes RZ 22-1591.

C.2. RZ 22-1642

Brian Grady, Development Services, calls RZ 22-1642.

Jeff Cathey, applicant rep, presents testimony.

Isis Brown, Development Services, staff report.

Jillian Massey, Planning Commission, staff report.

Susan Finch, ZHM, calls proponents/opponents/Development Services/applicant rep/closes RZ 22-1642.

D. REZONING-PLANNED DEVELOPMENT (RZ-PD) & MAJOR MODIFICATION (MM):

D.1. RZ 22-0719

Brian Grady, Development Services, calls RZ 22-0719.

Sunny Sia, applicant rep, presents testimony.

Tim Lampkin, Development Services, staff report.

Jillian Massey, Planning Commission, staff report.

Susan Finch, ZHM, calls proponents/opponents.

Grace McComas, opponent, presents testimony.

Elizabeth Belcher, opponent, presents testimony.

Susan Finch, ZHM, calls Development Services/applicant rep.

Sunny Sia, applicant rep, provides rebuttal.

Susan Finch, ZHM, closes RZ 22-0719.

D.2. RZ 22-0857

Brian Grady, Development Services, calls RZ 22-0857.

Marla Frazer, applicant rep, presents testimony.

Roger Grunke, applicant rep, presents testimony.

Michelle Heinrich, Development Services, staff report.

Jillian Massey, Planning Commission, staff report.

Susan Finch, ZHM, calls proponents.

Florence Hancock, proponent, presents testimony.

Susan Finch, ZHM, calls opponents.

- Theresa Maida, opponent, presents testimony.
- Susan Finch, ZHM, questions to opponent.
- Theresa Maida, opponent, answers ZHM questions and continues testimony.
- Susan Finch, ZHM, calls Development Services.
- Brian Grady, Development Services, statement for record.
- Susan Finch, ZHM, questions to Development Services.
- Michelle Heinrich, Development Services, answers ZHM questions.
- Susan Finch, ZHM, calls applicant rep.
- Marla Frazer, applicant rep, provides rebuttal.
- Roger Grunke, applicant rep, provides rebuttal.
- Susan Finch, ZHM, closes RZ 22-0857.

D.3. RZ 22-0866

- Brian Grady, Development Services, calls RZ 22-0866.
- Kami Corbett, applicant rep, presents testimony.
- Tim Lampkin, Development Services, staff report.
- Jillian Massey, Planning Commission, staff report.

Susan Finch, ZHM, calls proponents/opponents/Development Services /applicant rep/closes RZ 22-0866.

D.4. RZ 22-1226

- Brian Grady, Development Services, calls RZ 22-1226.
- Kami Corbett, applicant rep, presents testimony.
- Susan Finch, ZHM, questions to Development Services.



Steve Henry, applicant rep, answers ZHM questions.			
Sam Ball, Development Services, staff report.			
Susan Finch, ZHM, questions to Development Services.			
\blacktriangleright James Ratliff, Development Services Transportation, answers ZHM questions.			
Elise Batsel, applicant rep, answers ZHM questions.			
Jillian Massey, Planning Commission, staff report.			
Susan Finch, ZHM, calls proponents.			
Katie Russo, proponent, presents testimony.			
Susan Finch, ZHM, calls opponents.			
Sherri Southwell, opponent, presents testimony.			
Jeanine Lussier, opponent, presents testimony.			
Steven Finley, opponent, presents testimony.			
Kim Plant, opponent, presents testimony.			
Laura Shepherd, opponent, presents testimony.			
Nicole Cameron, opponent, presents testimony.			
Susan Finch, ZHM, calls Development Services.			
\blacktriangleright Elise Batsel, applicant rep, questions to Development Services.			
Susan Finch, ZHM, questions to applicant rep.			
Brian Grady, Development Services, answers applicant rep and ZHM questions.			
Elise Batsel, applicant rep, provides rebuttal.			

Susan Finch, ZHM, closes MM 22-1228.

D.6. RZ 22-1229

- Brian Grady, Development Services, calls RZ 22-1229.
- Kami Corbett, applicant rep, presents testimony.
- Steven Sposato, applicant rep, presents testimony.
- Steve Henry, applicant rep, presents testimony.
- Michelle Heinrich, Development Services, staff report.
- Jillian Massey, Planning Commission, staff report.
- Susan Finch, ZHM, calls proponents.
- Alan Daoud, proponent, presents testimony.
- Susan Finch, ZHM, calls opponents.
- Todd Pressman, opponent, presents testimony.
- Wendy Oliviero, opponent, presents testimony.
- Dina Cagnina, opponent, presents testimony.
- Lisa Dunsmore, opponent, presents testimony.
- Lisa Knox, opponent, presents testimony.
- Susan Finch, ZHM, calls Development Services/applicant rep.
- Steve Henry, applicant rep, provides rebuttal.
- Kami Corbett, applicant rep, provides rebuttal.
- Susan Finch, ZHM, closes RZ 22-1229.

D.7. RZ 22-1338

- Brian Grady, Development Services, calls RZ 22-1338.
- Elise Batsel, applicant rep, presents testimony.
- David Smith, applicant rep, presents testimony.

Susan Finch, ZHM, questions to applicant rep.
\blacktriangleright David Smith, applicant rep, answers ZHM questions and continues testimony.
Elise Batsel, applicant rep, continues testimony.
Michelle Heinrich, Development Services, staff report.
Susan Finch, ZHM, questions to Development Services.
\blacktriangleright Michelle Heinrich, Development Services, answers ZHM questions.
Jillian Massey, Planning Commission, staff report.
Susan Finch, ZHM, questions to Planning Commission.
Jillian Massey, Planning Commission, answers ZHM questions.
Susan Finch, ZHM, questions to County Attorney.
\blacktriangleright Cameron Clark, Senior Assistant County Attorney, answers ZHM questions.
Jillian Massey, Planning Commission, answers ZHM questions.
Susan Finch, ZHM, calls proponents/opponents.
Pat Kilker, opponent, presents testimony.
Claude-Penrette Conze, opponent, presents testimony.
Tim McMurry, opponent, presents testimony.
Sara McMurry, opponent, presents testimony.
Susan Finch, ZHM, calls Development Services.
\blacktriangleright Alex Steady, Development Services Transportation, statement for record.
Susan Finch, ZHM, calls applicant rep.
Elise Batsel, applicant rep, provides rebuttal.
Jeremy Couch, applicant rep, provides rebuttal.

Elise Batsel, applicant rep, continues rebuttal. Susan Finch, ZHM, closes RZ 22-1338. D.8. RZ 22-1387 Brian Grady, Development Services, calls RZ 22-1387. Kami Corbett, applicant rep, presents testimony. Tania Chapela, Development Services, staff report. Jillian Massey, Planning Commission, staff report. Susan Finch, ZHM, calls proponents/opponents. Michael Ball, opponent, presents testimony. Brian Grady, Development Services, asks opponent to read letter into record. Michael Ball, opponent, reads letter into record. Susan Finch, ZHM, calls Development Services/applicant rep. Steven Henry, applicant rep, provides rebuttal. Kami Corbett, applicant rep, provides rebuttal. Steve Henry, applicant rep, continues rebuttal. Kami Corbett, applicant rep, continues rebuttal. Susan Finch, ZHM, closes RZ 22-1387. D.9. RZ 22-1499 Brian Grady, Development Services, calls RZ 22-1499. Addie Clark, applicant rep, presents testimony. Chris Grandlienard, Development Services, staff report. Jillian Massey, Planning Commission, staff report.

Susan Finch, ZHM, calls proponents/opponents/Development Services/applicant rep/closes RZ 22-1499.

ADJOURNMENT

Susan Finch, ZHM, adjourns meeting.

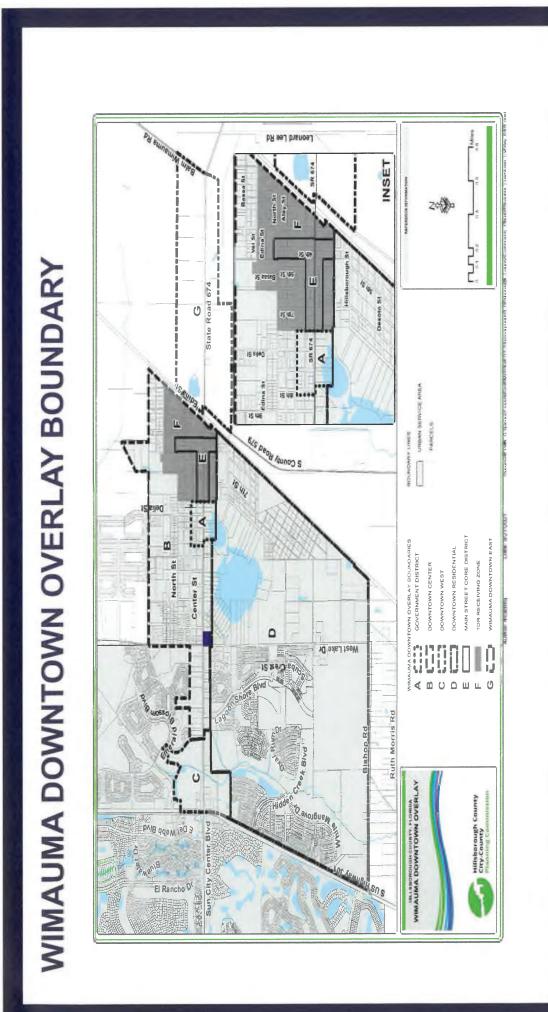


REZ PD 22-1387

Applicant: Wiamauma Commercial LLC

Application No. **RZ 22-1387** Name: <u>Komi Conett</u> Entered at Public Hearing: <u>THM</u> Exhibit # Date: <u>United</u>

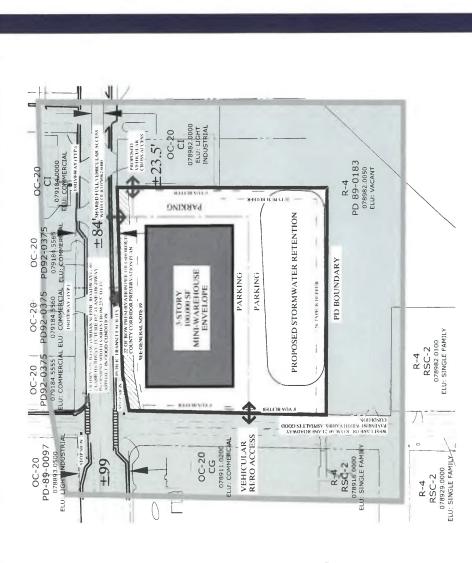






Proposed Site Plan

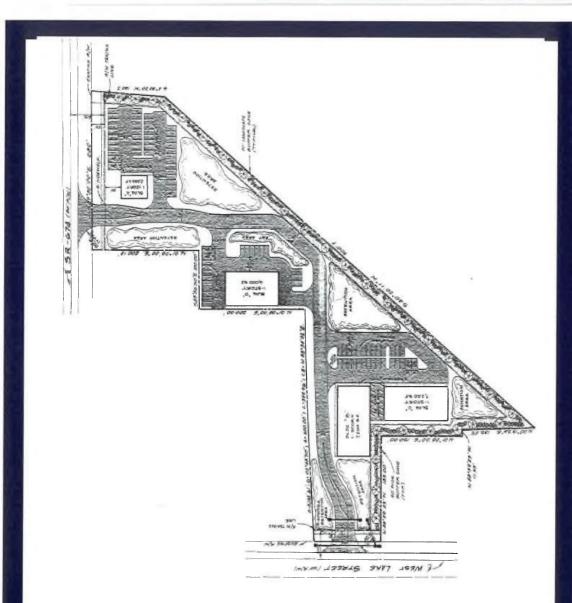
- 100,000 sf Mini Warehouse
- Maximum Height 50 feet (3 stories)
- Will Comply with Downtown Overlay Standards
- One access on 674 and Onge Access on West Lake Drive (Right-in/Right-out)
- Right of Way preserved for Future Improvements



Adjacent PD Plan

- PD 89-0183 ٠
- Permitted Uses

 Neighborhood Commercial
 BPO
 Warehouse



Public Private Partnership

- Right of Way Necessary to Construct Improvements to serve School Site
- Volume of Traffic on West Lake Drive for School Sites Limits Development Options
- Mini-Warehouse Low volume trip generation



Key Staff Findings

- Planning Commission finds proposal CONSISTENT with Future of Hillsborough Comprehensive Plan and COMPATIBLE with Surrounding Development Pattern
- Consistent with Policy 1.4 Compatible with the Surrounding Area
- Consistent with Objective 16 Protection of Surrounding Uses
- Consistent with the Wimauma Village Community Plan
- Consistent with the intent of the Business and Economic Development Goal
- DSD Staff recommends APPROVAL, with conditions
- Uses Comparable to current Cl uses
- Proposed Development is Consistent with Surrounding Development Pattern
- Proposed Use has Minimal Impact on the Transportation Network



Rezoning Application: PD 22-1387 Zoning Hearing Master Date:

January 17, 2023

March 7, 2023

BOCC Land Use Meeting Date:



Development Services Department

REVISED REPORT

1.0 APPLICATION SUMMARY

Applicant:	Kami Corbett, Esq. / Hill Ward Henderson, P.A.
FLU Category:	OC-20
Service Area:	Urban
Site Acreage:	5.43 AC +/-
Community Plan Area:	Wimauma
Overlay:	Wimauma Downtown Subdistrict B- Downtown Center
Request:	Rezoning to Planned Development



Entered at Public Application No. # Exhibit Name:

Request Summary:

The existing zoning is CI (Commercial Intensive) which permits general commercial and light industrial uses pursuant to the development standards in the table below. The proposed zoning for Planned Development (site plan controlled district) to allow a car-a maximum of 100,000 square feet of mini warehouse and accessory uses pursuant to the development standards in the table below and site plan depicted in 2.4 of the report.

Zoning:		All and a second		
	Current CI Zoning	Proposed PD Zoning		
Uses Commercial, Light Industrial Mini Warehouse				
Mathematical Maximums *	46,783.4 square feet	100,000 square feet		

*Mathematical Maximums may be reduced due to roads, stormwater and other improvements

Development Standards:				
	Current CI Zoning	Proposed PD Zoning		
Density / Intensity	Under the existing CI zoning district, a maximum of 46,783.4 square feet is allowable (based on 0.3 FAR).	Under the proposed PD 22-1387, a maximum of <u>0.64 FAR or</u> 116,958 <u>100,000</u> square footage is allowable (based in 0.75 FAR in OC-20) .		
Lot Size / Lot Width	20,000 sf / 100'	7000 sf / 70'		
30' Front Setbacks/Buffering and Screening Residential		30' Front 20' feet buffer, Type B screening to Residential		
Height	50 feet, except as defined in LDC 6.01.01 Lot Development standards, Endnotes 8 and 11.	50 feet Max.		

Case Reviewer: Tania C. Chapela

Additional Information:	
PD Variations	None requested
Waiver(s) to the Land Development Code	None requested

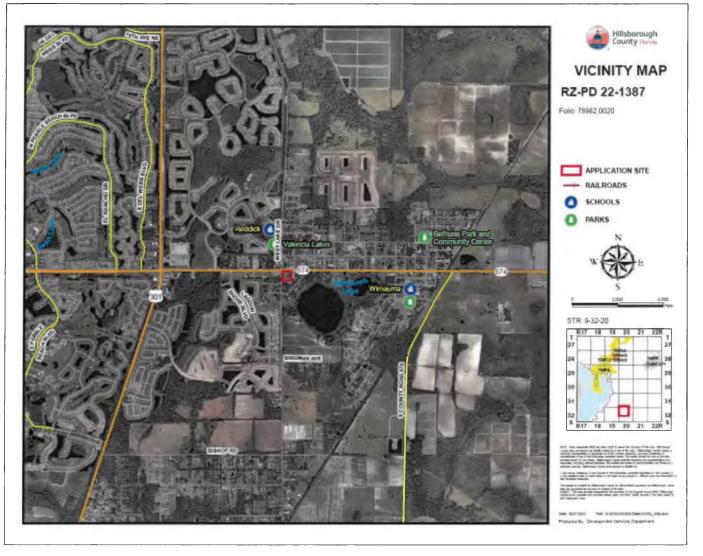
Planning Commission Recommendation	Consistent
Development Services Department Recommendation	Approvable, subject to conditions

January 17, 2023 March 7, 2023

Case Reviewer: Tania C. Chapela

2.0 LAND USE MAP SET AND SUMMARY DATA

2.1 Vicinity Map



Context of Surrounding Area:

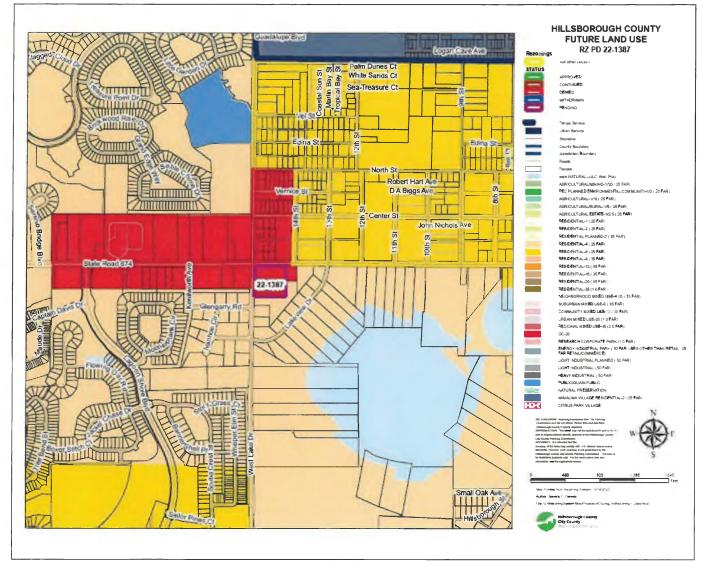
The parcel is located along State Road 674, a 2 lane divided arterial highway, with commercial zoning to the north. To the east is a light industrial development zoned CI. To the southeast is a vacant land allowed for commercial uses, including warehouse uses. To the west, across Lake Dr. is a property zoned RSC-6 occupied with a single family residential home.

January 17, 2023 March 7, 2023

Case Reviewer: Tania C. Chapela

2.0 LAND USE MAP SET AND SUMMARY DATA

2.2 Future Land Use Map



Subject Site Future Land Use Category:	Office Commercial-20
Maximum Density/F.A.R.:	0.75 FAR
Typical Uses:	Community Commercial, offices, mixed-use developments, compatible residential.

RZ-PD 22-1387

ZHM HEARING DATE: BOCC LUM MEETING DATE:

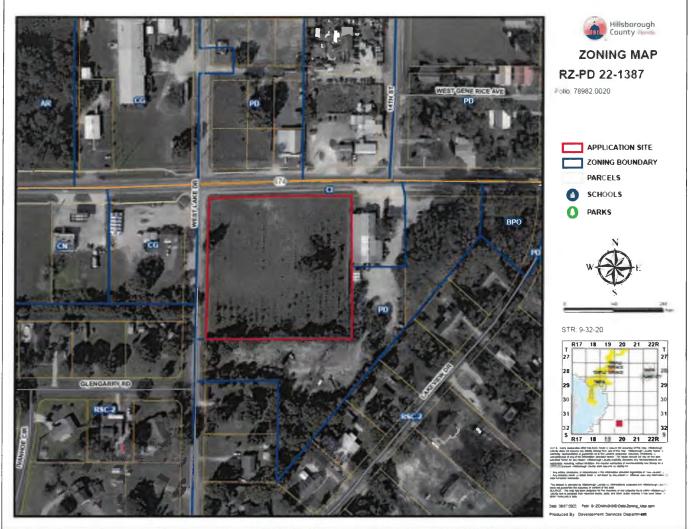
APPLICATION NUMBER:

January 17, 2023 DATE: March 7, 2023

Case Reviewer: Tania C. Chapela

2.0 LAND USE MAP SET AND SUMMARY DATA

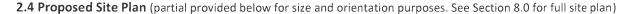
2.3 Immediate Area Map

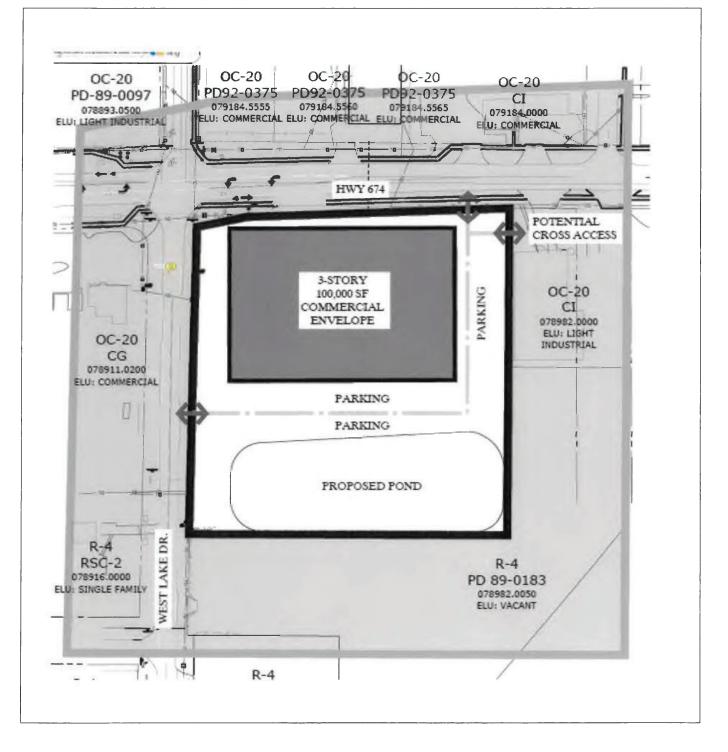


Adjacent Zonings and Uses				
Location:	Zoning:	Maximum Density/F.A.R. Permitted by Zoning District:	Allowable Use:	Existing Use:
North	PD ZC	4.7 DU/AC	Single family residential conventional or mobile homes, Open storage	Commercial
South	PD 89-0183	0.11 FAR	Commercial, offices, warehouse	Vacant
East	CI, PD 89-0183	0.3 FAR, 0.11 FAR	Light Industrial, Commercial, offices, warehouse	Light Industrial
West	CG	0.30 FAR	Commercial General uses	Commercial

Case Reviewer: Tania C. Chapela

2.0 LAND USE MAP SET AND SUMMARY DATA





RZ-PD 22-1387

ZHM HEARING DATE: January 17, 2023

3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Adjoining Roadways (check if applicable)				
Road Name	Classification	Current Conditions	Select Future Improvements	
SR 674	FDOT Principal Arterial - Rural	2 Lanes □Substandard Road □Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 	
West Lake Dr.	County Collector - Rural	2 Lanes ⊠ Substandard Road ⊠ Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 	

Project Trip Generati	ion \square Not applicable for this request		
	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips
Existing	4,420	165	422
Proposed	145	9	15
Difference (+/-)	(-) 4,275	(-) 156	(-) 407

*Trips reported are based on net new external trips unless otherwise noted.

Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding	
North	X	Vehicular &	None	Meets LDC	
North	^	Pedestrian	None	Meets LDC	
South		None	None	Meets LDC	
East		Vehicular &	Vehicular &	MontelDC	
		Pedestrian	Pedestrian	Meets LDC	
West	V	Vehicular &	Nono	MontelDC	
	X	Pedestrian	None	Meets LDC	
Notes:					

 Design Exception/Administrative Variance
 Not applicable for this request

 Road Name/Nature of Request
 Type
 Finding

 Choose an item.
 Choose an item.
 Choose an item.

 Notes: See staff report for a discussion of special Wimauma Downtown Overlay District substandard road provisions, and required improvements as it relates to this and other area projects.
 Image: Choose an item and the set of the se

Case Reviewer: Tania C. Chapela

4.0 ADDITIONAL SITE INFORMATION & AGENCY COMMENTS SUMMARY

INFORMATION/REVIEWING AGENCY	in the	1.25	
Environmental:	Objections	Conditions Requested	Additional Information/Comments
Environmental Protection Commission	□ Yes ⊠ No	□ Yes ⊠ No	
Natural Resources	□ Yes ⊠ No	□ Yes ⊠ No	
Conservation & Environmental Lands Mgmt.	□ Yes ⊠ No	□ Yes ⊠ No	
 Check if Applicable: Wetlands/Other Surface Waters Use of Environmentally Sensitive Land Credit Wellhead Protection Area Surface Water Resource Protection Area Potable Water Wellfield Protection Area 	 □ Significant W □ Coastal High I □ Urban/Suburb □ Adjacent to E □ Other 	Hazard Area ban/Rural Scenic LAPP property	Corridor
Public Facilities:	Objections	Conditions Requested	Additional Information/Comments
Transportation Design Exception/Adm. Variance Requested Off-site Improvements Provided	□ Yes ⊠ No	⊠ Yes □ No	
Utilities Service Area/ Water & Wastewater ⊠Urban □ City of Tampa □Rural □ City of Temple Terrace	□ Yes ⊠ No	□ Yes ⊠ No	
Hillsborough County School Board Adequate □ K-5 □6-8 □9-12 ⊠N/A Inadequate □ K-5 □6-8 □9-12 ⊠N/A	□ Yes ⊠ No	□ Yes ⊠ No	
Impact/Mobility Fees Self-Storage/Mini-Warehouse (Per 1,000 s.f.) Mobility: \$725*100 = \$72,500 Fire: \$32*100 = \$3,200			
Comprehensive Plan:	Findings	Conditions Requested	Additional Information/Comments
Planning Commission □ Meets Locational Criteria ⊠ N/A □ Locational Criteria Waiver Requested □ Minimum Density Met ⊠ N/A	□ Inconsistent ⊠ Consistent	□ Yes ⊠ No	

5.0 IMPLEMENTATION RECOMMENDATIONS

5.1 Compatibility

The proposed uses are comparable to the current CI (Commercial Intensive) allowed uses. Furthermore, the proposed project reduced the number of potential uses currently allowed in the subject property. The proposed 0.36 0.64 FAR is within the 0.75 Maximum FAR allowable in the OC-20 Comprehensive Plan category.

Furthermore, the proposed building area will not intrude into the required setbacks, nor will decrease the required buffers or screening. Additionally, the increased FAR will have minimal impact on the transportation network. Per the Transportation Staff, the proposed rezoning would result in a decrease of trips potentially generated by the development of the subject site by 4,275 average daily trips.

Given the above, staff finds the proposed modification to be compatible with the surrounding properties and in keeping the general development pattern of the area.

5.2 Recommendation

Approval - Approval of the request, subject to the conditions listed below, is based on the general site plan submitted November 22, 2022.

Prior to certification of the General Development Plan (GDP), the applicant shall revise the GDP to:

Modify the label reading "Proposed Vehicular Cross Access" to instead state "Proposed Vehicular and Pedestrian Access/Cross-Access – See Conditions of Approval";

Modify site note 16 to eliminate the statement that the internal driveways may be gated. In order to comply with Section 3.23.10.C.1. of the LDC, connectivity between the shared access area and West Lake Dr. is necessary. If desired, the applicant may amend the note to state that a minimum of one driveway connection through the site, and connecting the eastern stubout and the project's West Lake Dr. access shall remain ungated; and,

Add a shaded area or other distinct crosshatching on the plan, as shown in red in the image below, and label in the legend "Shared Access Facility with Folio 07892.0000".

- 1. The project shall be permitted for a total of 100,000 square feet for a self-storage facility and accessory uses.
- 2. Development standards shall be provided as follows:

Minimum Lot Size:	7,000 square feet
Minimum Lot Width:	70 feet
Maximum F.A.R.:	0.75
Front setback:	20 feet
Maximum Building Height:	50 feet, three stories
Minimum Building Frontage	70%
Maximum Building Coverage:	40%
Maximum Impervious Surface:	75%

2.1 A 25-feet front setback along US Hwy. 674 ROW

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BOCC LUM MEETING DATE:	March 7, 2023	Case Reviewer: Tania C. Chapela

- 2.2 Structures with a height greater than 20 feet shall be set back an additional two feet for every one foot of structure height over 20 feet. The additional setback shall be added to setbacks or buffers which function as a required rear and side yard.
- 3. Buffering and screening shall be in accordance with the LDC.
- 4. The project shall comply with Section 6.11.60 of the Hillsborough County Land Development Code (Mini Warehouse Locational and Design Requirements).
- 6. The project development shall prohibit the storage of hazardous materials. No storage unit shall be used for anything other than the storage of materials commonly defined by most typical mini warehouse storage facilities; i.e.: No units shall be used as an office, workshop space, residential dwelling, and shall not conduct any business of any kind.
- 7. The project shall comply with LDC Sec. 3.23.06 and 3.23.07 Wimauma Downtown Overlay Standards.
- 8. Notwithstanding anything herein or shown on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access may be permitted anywhere along the PD boundaries.
- 9. The project shall be served by (and limited to) one (1) access connection along the project's northern boundary, one (1) right-in/right-out access connection along the project's western boundary, and one (1) access/ cross- access connection along the project's eastern boundary.
- 10. The design of the right-in/right-out access connection to West Lake Dr. and any required improvements associated with that connection shall be determined during the site/construction plan review process.
- 11. As shown on the site plan, the area between the project's SR 674 access and the proposed access/cross-access along the eastern project boundary shall be considered a Shared Access Facility with folio 78982.0000, which will be subject to the regulatory requirements of the Florida Department of Transportation (FDOT).
- 12. Expect as may be otherwise specified herein these conditions, the project shall comply with and be subject to all applicable sections of Part 3.23.00 of the LDC, i.e. the Wimauma Downtown Overlay District standards, and all other applicable provisions of the Hillsborough County LDC.
- 13. The access point on the project's western boundary shall be constructed up to 28 feet east of the existing rightof-way, but shall not be utilized until such time as the substandard road improvements listed within an approved Design Exception for West Lake Dr. which was considered as a part of nearby PD 21-0959, specifically those portions of the improvements which are generally located between the subject PD's West Lake Dr. access and SR 674, are substantially complete. The access on West Lake Dr. shall be opened and in use within 90 days following the property owner's receipt of written notice from Hillsborough County that the substandard road improvements referenced above are substantially complete. Upon completion of these improvements, West Lake Dr. will meet the minimum essential elements criteria listed within Sec. 3.23.09 and no further substandard road improvements will be required to accommodate development within the subject PD.
- 14. The property owner shall dedicate and convey to Hillsborough County and/or FDOT all rights of-way and/or easements necessary to construct required site access improvements and offsite improvements set forth in Development Agreement between Hillsborough County, Lennar Homes, LLC and Hillsborough County Schools, which was approved at a June 7, 2022 public hearing of the Hillsborough County Board of County Commissioners

and which was recorded in the Official Records of Hillsborough County as Instrument #2022471185 on October 4th, 2022.

- 16. Consistent with the Hillsborough County Corridor Preservation Plan and FDOT PD&E study for the facility, the developer shall preserve a minimum of +/- 22-feet of right-of-way along the project's SR 674 frontage in order to accommodate future 4-laning of the facility. Only those interim uses allowed by the Hillsborough County Land Development Code shall be permitted within the preserved right-of-way. The right-of-way preservation area shall be shown on all future site plans, and building setbacks shall be calculated from the future right-of-way line.
- 17. In accordance with LDC Section 5.03.07.C, the certified PD general site plan shall expire for the internal transportation network and external access points, as well as for any conditions related to the internal transportation network and external access points, if site construction plans, or equivalent thereof, have not been approved for all or part of the subject Planned Development within 5 years of the effective date of the PD unless an extension is granted as provided in the LDC. Upon expiration, re-certification of the PD General Site Plan shall be required in accordance with provisions set forth in LDC Section 5.03.07.C.
- 18. If the notes and/or graphic on the site plan are in conflict with specific zoning conditions and/or the Land Development Code (LDC) regulations, the more restrictive regulation shall apply, unless specifically conditioned otherwise. References to development standards of the LDC in the above stated conditions shall be interpreted as the regulations in effect at the time of preliminary site plan/plat approval.

Zoning Administrator Sign Off:

Brian Grady ue Jan 172023 15:08:47

SITE, SUBDIVISION AND BUILDING CONSTRUCTION IN ACCORDANCE WITH HILLSBOROUGH COUNTY SITE DEVELOPMENT PLAN & BUILDING REVIEW AND APPROVAL.

Approval of this re-zoning petition by Hillsborough County does not constitute a guarantee that the project will receive approvals/permits necessary for site development as proposed will be issued, nor does it imply that other required permits needed for site development or building construction are being waived or otherwise approved. The project will be required to comply with the Site Development Plan Review approval process in addition to obtain all necessary building permits for on-site structures.

Case Reviewer: Tania C. Chapela

7.0 ADDITIONAL INFORMATION AND/OR GRAPHICS

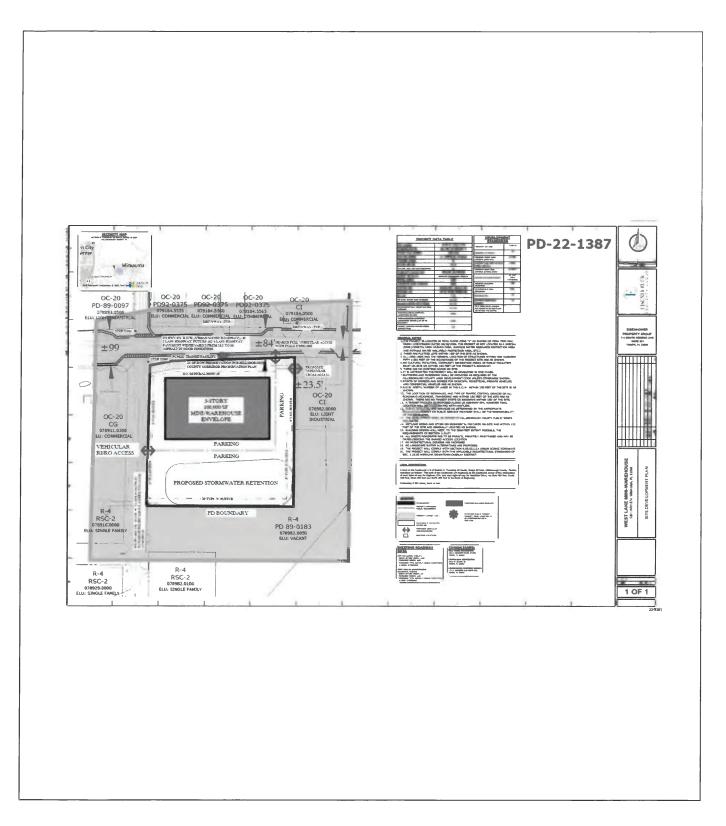
None.

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ZHM HEARING DATE:	January 17, 2023
BOCC LUM MEETING DATE:	March 7, 2023

Case Reviewer: Tania C. Chapela

8.0 PROPOSED SITE PLAN (FULL)



9.0 FULL TRANSPORTATION REPORT (see following pages)

AGENCY REVIEW COMMENT SHEET

TO: Zo	oning Technician, Development Services Department	DATE: 12/05/2022 Revised: 1/10/2023
REVIE	EWER: James Ratliff, AICP, PTP, Principal Planner	AGENCY/DEPT: Transportation
PLAN	NING AREA/SECTOR: WM/ South	PETITION NO: RZ 22-1387
	This agency has no comments.	
	This agency has no objection.	
X	This agency has no objection, subject to listed or attache	ed conditions.
	This agency objects for the reasons outlined below.	

CONDITIONS OF APPROVAL

- 1. Notwithstanding anything herein or shown on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access may be permitted anywhere along the PD boundaries.
- 2. The project shall be served by (and limited to) one (1) access connection along the project's northern boundary, one (1) right-in/right-out access connection along the project's western boundary, and one (1) access/ cross-access connection along the project's eastern boundary.
- 3. The design of the right-in/right-out access connection to West Lake Dr. and any required improvements associated with that connection shall be determined during the site/construction plan review process.
- 4. As shown on the site plan, the area between the project's SR 674 access and the proposed access/cross-access along the eastern project boundary shall be considered a Shared Access Facility with folio 78982.0000, which will be subject to the regulatory requirements of the Florida Department of Transportation (FDOT).
- 5. Expect as may be otherwise specified herein these conditions, the project shall comply with and be subject to all applicable sections of Part 3.23.00 of the LDC, i.e. the Wimauma Downtown Overlay District standards, and all other applicable provisions of the Hillsborough County LDC.
- 6. The access point on the project's western boundary shall be constructed up to 28 feet east of the existing right-of-way, but shall not be utilized until such time as the substandard road improvements listed within an approved Design Exception for West Lake Dr. which was considered as a part of nearby PD 21-0959, specifically those portions of the improvements which are generally located between the subject PD's West Lake Dr. access and SR 674, are substantially complete. The access on West Lake Dr. shall be opened and in use within 90 days following the property owner's receipt of written notice from Hillsborough County that the substandard road improvements referenced above are substantially complete. Upon completion of these improvements, West Lake Dr. will meet the minimum essential elements criteria listed within Sec. 3.23.09 and no further substandard road improvements will be required to accommodate development within the subject PD.

- 7. The property owner shall dedicate and convey to Hillsborough County and/or FDOT all rightsof-way and/or easements necessary to construct required site access improvements and offsite improvements set forth in Development Agreement between Hillsborough County, Lennar Homes, LLC and Hillsborough County Schools, which was approved at a June 7, 2022 public hearing of the Hillsborough County Board of County Commissioners and which was recorded in the Official Records of Hillsborough County as Instrument #2022471185 on October 4th, 2022.
- 8. Consistent with the Hillsborough County Corridor Preservation Plan and FDOT PD&E study for the facility, the developer shall preserve a minimum of +/- 22-feet of right-of-way along the project's SR 674 frontage in order to accommodate future 4-laning of the facility. Only those interim uses allowed by the Hillsborough County Land Development Code shall be permitted within the preserved right-of-way. The right-of-way preservation area shall be shown on all future site plans, and building setbacks shall be calculated from the future right-of-way line.

Other Conditions:

- Prior to certification of the General Development Plan (GDP), the applicant shall revise the GDP to:
 - Modify the label reading "Proposed Vehicular Cross Access" to instead state "Proposed Vehicular and Pedestrian Access/Cross-Access – See Conditions of Approval";
 - Modify site note 16 to eliminate the statement that the internal driveways may be gated. In order to comply with Section 3.23.10.C.1. of the LDC, connectivity between the shared access area and West Lake Dr. is necessary. If desired, the applicant may amend the note to state that a minimum of one driveway connection through the site, and connecting the eastern stubout and the project's West Lake Dr. access shall remain ungated; and,
 - Add a shaded area or other distinct crosshatching on the plan, as shown in red in the image below, and label in the legend "Shared Access Facility with Folio 07892.0000".



PROJECT SUMMARY AND TRIP GENERATION

The applicant is requesting to rezone a +/-3.58 ac. parcel, from Commercial Intensive (CI) to Planned Development (PD). The applicant is requesting approval of 100,000 s.f. of mini-warehouse uses. The site is located within the Downtown Center portion of the Wimauma Downtown Overlay District (WDOD).

As required by the Development Review Procedures Manual (DRPM), the applicant submitted and trip generation analysis. Consistent with the DRPM, because the project generates fewer than 50 peak hour

trips no site access analysis was required to process the zoning request. Staff has prepared a comparison of the number of trips potentially generated under the existing and proposed zoning designations, generally consistent with the applicant's transportation analysis, utilizing a generalized worst-case scenario. Data presented below is based on the Institute of Transportation Engineer's (ITE) <u>Trip</u> <u>Generation Manual</u>, 10th Edition.

m • .•	· ·
Existing	Zoning.
Dribting	Loning.

Land Use/Size	24 Hour Two-	Total Peak Hour Trips	
	Way Volume	AM	PM
CI, 46,783 s.f. Shopping Plaza (40-150k) – with Supermarket (ITE LUC 821)	4,420	165	422

Proposed Zoning:

Land Use/Size	24 Hour Two-	Total Peak Hour Trips	
	Way Volume	AM	PM
PD, 100,000 s.f. Mini-Warehouse Uses (ITE LUC 151)	145	9	15

Trip Generation Difference:

Land Use/Size	24 Hour Two- Total Net Peak Hour Tri		
	Way Volume	AM	PM
Difference	(-) 4,275	(-) 156	(-) 407

TRANSPORTATION INFRASTRUCTURE SERVING THE SITE

West Lake Dr. is a 2-lane, undivided, substandard, collector roadway characterized by +/-20 feet of pavement in average condition. The roadway lies within a +/-60-foot wide right-of-way along the project's frontage. There are no sidewalks along West Lake Dr. in the vicinity of the proposed project. There are no bicycle facilities on West Lake Dr. in the vicinity of the proposed project.

SR 674 is a 2-lane, undivided, principal arterial roadway owned and maintained by the Florida Department of Transportation. The roadway is characterized by +/- 24-foot wide travel lanes in average condition. The roadway lies within a +/- 80-foot wide right-of-way along the project's frontage. There are +/- 5-foot wide sidewalks along portions of the north and south sides of SR 674 in the vicinity of the proposed project. There are +/- 4-foot wide bicycle lanes (on paved shoulders) in the vicinity of the proposed project.

SR 674 is shown on the Hillsborough County Corridor Preservation Plan as a future 4-lane facility. According to FDOT staff, a PD&E was conducted for the area which identified 102 feet of right-of-way needed to accommodate the future 4-lane facility, of which 22 feet is required to be preserved south of the existing right-of-way, along the project's frontage.

SITE ACCESS AND CONNECTIVITY/ COMPLIANCE WITH WIMAUMA DOWNTOWN OVERLAY DISTRICT STANDARDS

The applicant is proposing one (1) full access connection to SR 674 and one (1) right-in/right-out connection to West Lake Dr. The applicant is also proposing an access/cross-access along the eastern project boundary. This access will fulfill the Sec. 6.04.03.Q. cross access requirements but also the special connectivity requirements of the WDOD, specifically Section 3.23.10.C.1. Because the SR 674 access does not meet FDOT access spacing requirements, the developer was required to designate the area between the SR 674 driveway and the access/cross-access as a Shared Access Facility serving adjacent

folio 78982.0000. This will permit FDOT the option of closing the access to the adjacent property upon its future development/redevelopment, in which case it would utilize the proposed shared access within the subject PD. Such configuration will improve spacing compliance and enhance safety within the corridor in the future.

Staff's original staff report included a condition requiring easements to be recorded to facilitate the Shared Access Facility. Subsequent to its filing, the applicant met with Development Services Department leadership who agreed to modify the condition to remove the requirement that easements be recorded in the Official Records of Hillsborough County. Staff notes that FDOT still intends to require an easement in order to mitigate the spacing deficiency; however, such issue will be left up to the FDOT through its permitting authority and not enforced through the subject PD.

No auxiliary (turn) lane improvements were found to be warranted pursuant to Section 6.04.04.D of the LDC.

SUBSTANDARD ROADS/ COMPLIANCE WITH WIMAUMA DOWNTOWN OVERLAY DISTRICT STANDARDS

The WDOD contains a special procedure, codified within Sec. 3.23.09 of the LDC, for addressing Substandard Roadways. This section modifies the standard application of Section 6.04.03.L. of the LDC, and places certain requirements on a project's ability to seek relief through the Section 6.04.02.B. Administrative Variance process and the Design Exception process described in Section 1.7.2. of the Transportation Technical Manual. Within the WDOD, determination of whether roadways are substandard are now based upon an evaluation of whether a roadway meets certain Essential Elements. West Lake Dr., as it exists today, does not meet all required Essential Elements, and as such is considered substandard.

Staff met with the applicant's transportation engineer to review the new code language and processes, and agreed that the project was intending to rely on improvements to be constructed by another developer in order to support development within two other previously approved PDs (specifically 21-0959 and 21-1342). These improvements were memorialized in a Design Exception prepared in support of 21-0959, dated February 22, 2022 and approved by the County Engineer on May 11, 2022. They were also memorialized in the tri-party Development Agreement between Hillsborough County, Lennar Homes, LLC and Hillsborough County Schools, which was approved at a June 7, 2022 public hearing of the Hillsborough County Board of County Commissioners. This agreement relied upon lands within the subject PD for the performance of the terms of the agreement, which were acquired by the applicant or another entity for that purpose, and certain improvements required within that agreement are necessary substandard road improvements for the subject PD. Specifically, once those substandard roadway improvements (shown in the DE/agreement and generally located between the project access and SR 674 improvements) have been constructed, the roadway will meet the required Essential Elements and will no longer be considered to be substandard per the special provisions of WDOD. The above referenced DE and Development Agreement have been appended to this report.

The applicant enquired as to whether staff could support a phased approach which will allow a portion of the entitlements to be constructed while the road remains in its existing condition. Staff was unable to support such arrangement, as the provisions of the WDOD do not permit such exception or phasing arrangement. Sec. 3.23.09.C.4. states that substandard roadway improvements must be made where "sufficient right-of-way exists to allow a developer to improve the substandard...roadway network..." Additionally, pursuant to Sec. 3.23.09.E. "A substandard roadway shall be improved prior to or concurrent with the phase of development which takes access to the substandard roadway."

Staff had initially filed a staff report which included a condition which required the developer of the subject PD (or another developer) to construct the applicable portion of the improvements upon which this project is relying to demonstrate compliance with applicable provisions of the WDOD. Subsequent to its

filing, the applicant met with Development Services Department leadership who agreed to modify the condition such that the property owner would only be required to construct the connection to West Lake Dr. when the aforementioned road improvements (by others) are substantially completed, and only then upon the written request of Hillsborough County. Staff notes that while the lack of a connection does allow the project to move forward without addressing substandard road improvements (which aren't triggered due to the lack of a connection), it does mean the project will not be compliant with special connectivity requirements contained within Sec. 3.23.10.C.1. of the WDOD regulations. Such non-compliant status is presumed to be temporary as the condition envisions County staff triggering the requirement for the developer to complete the connection once other developer substantially complete the substandard road improvements, and therefore no waiver/variance/PD variation (as may be appropriate) was required to address this temporary issue.

TRANSIT FACILITIES

Staff's initial staff report had included a condition addressing Sec. 6.03.09 requirements governing provision of required transit facilities. Subsequent to its filing, the applicant met with Development Services Department leadership who agreed to remove the condition; however, the project is subject to Sec. 6.03.09.C.3. of the LDC relating to public transit facilities.

As shown on the current HART system map (excerpt below), the project is located within the HARTFlex Zone, is immediately adjacent to a HARTFlex Route.



As shown in the Transit Development Plan, the area may be served by Flex or Micro-Transit in the future, as well as a local service route which runs adjacent to the site along 674 (excerpt provided below).



ROADWAY LEVEL OF SERVICE (LOS) INFORMATION

Information for West Lake Dr. was not included in the 2020 Hillsborough County LOS report. As such, LOS information for the facility cannot be provided. Information for the other adjacent roadway is provided below.

Roadway	From	То	LOS Standard	Peak Hour Directional LOS
SR 674	US 301	CR 579	D	С

Source: Hillsborough County 2020 Level of Service Report.

Adjoining Roadways (check if applicable)				
Road Name	Classification	Current Conditions	Select Future Improvements	
SR 674	FDOT Principal Arterial - Rural	2 Lanes □Substandard Road □Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 	
West Lake Dr.	County Collector - Rural	2 Lanes ⊠ Substandard Road ⊠ Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 	
	Choose an item.	Choose an item Lanes Substandard Road Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 	
	Choose an item.	Choose an item Lanes Substandard Road Sufficient ROW Width	 Corridor Preservation Plan Site Access Improvements Substandard Road Improvements Other 	

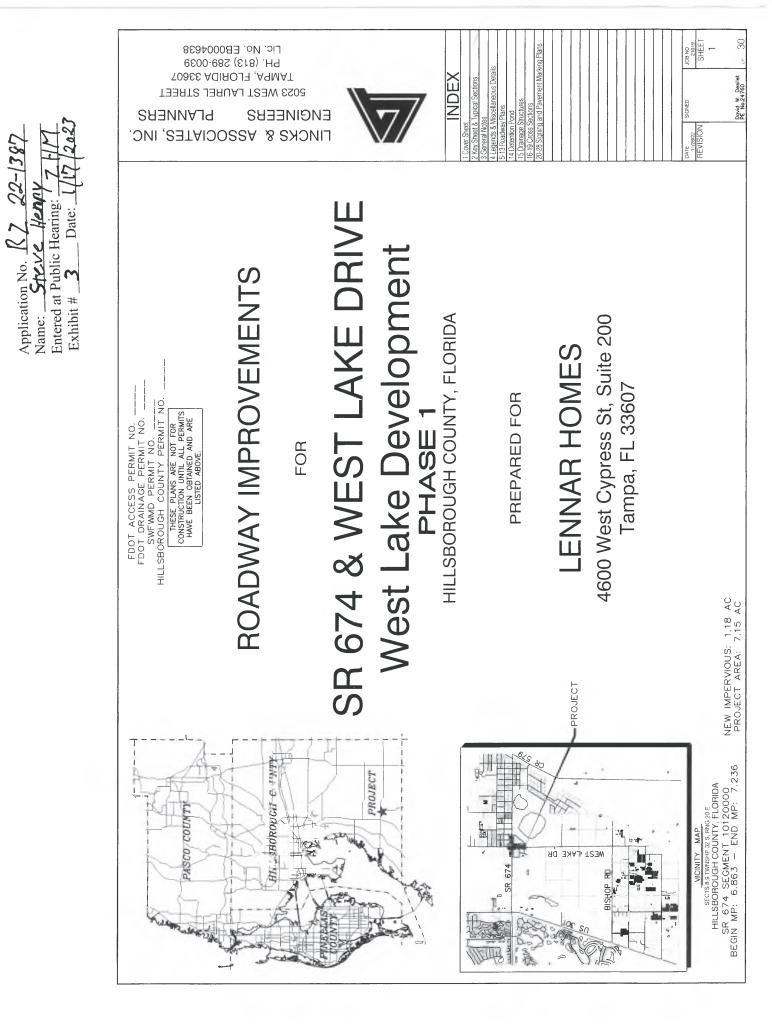
3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

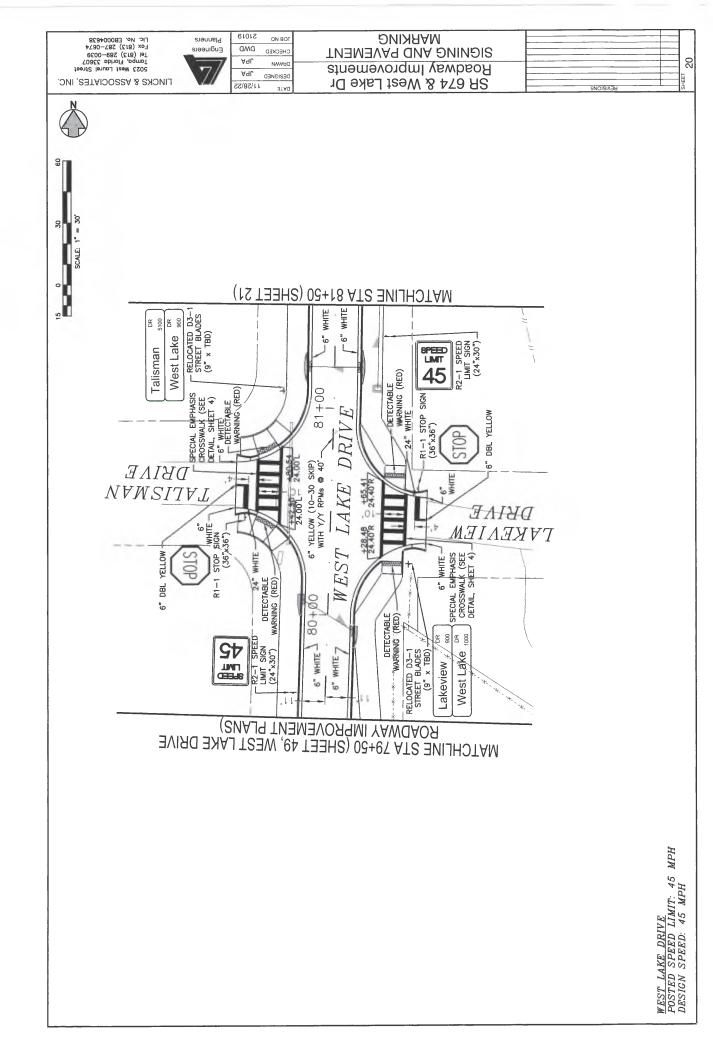
Project Trip Generation Not applicable for this request			
	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips
Existing	4,420	165	422
Proposed	145	9	15
Difference (+/-)	(-) 4,275	(-) 156	(-) 407

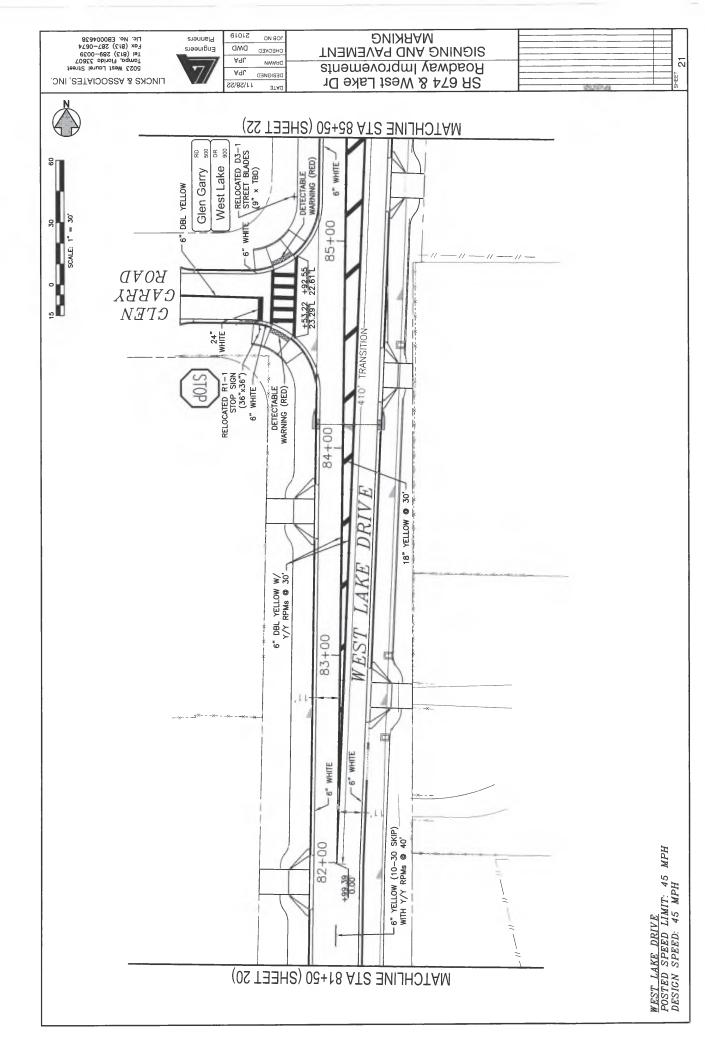
*Trips reported are based on net new external trips unless otherwise noted.

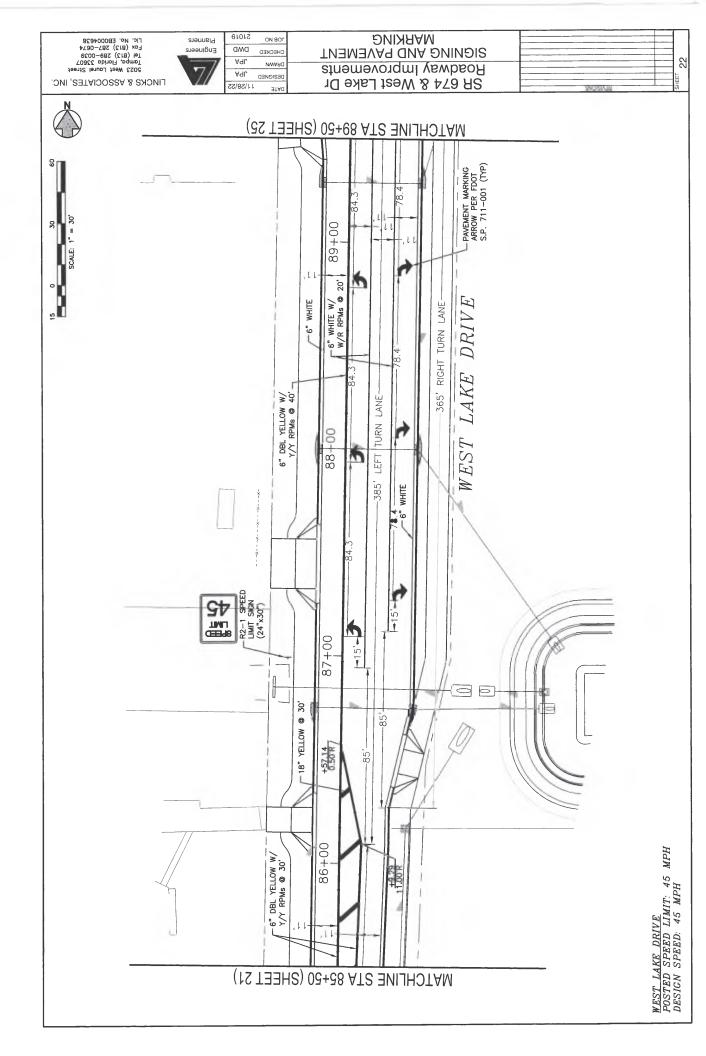
Connectivity and Cross	S Access LINOT app	icable for this request	and a state of the state of	
Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding
North	Х	Vehicular & Pedestrian	None	Meets LDC
South		None	None	Meets LDC
East		Vehicular & Pedestrian	Vehicular & Pedestrian	Meets LDC
West	X	Vehicular & Pedestrian	None	Meets LDC
Notes:	·	<u> </u>		

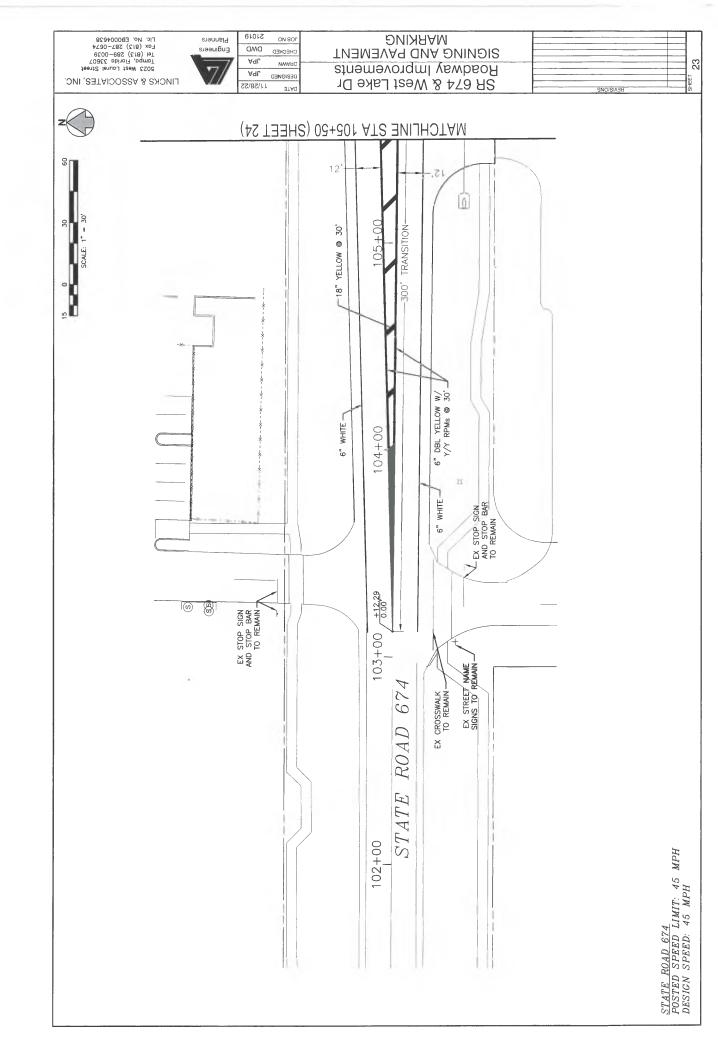
Road Name/Nature of Request	Туре	Finding
	Choose an item.	Choose an item.
	Choose an item.	Choose an item

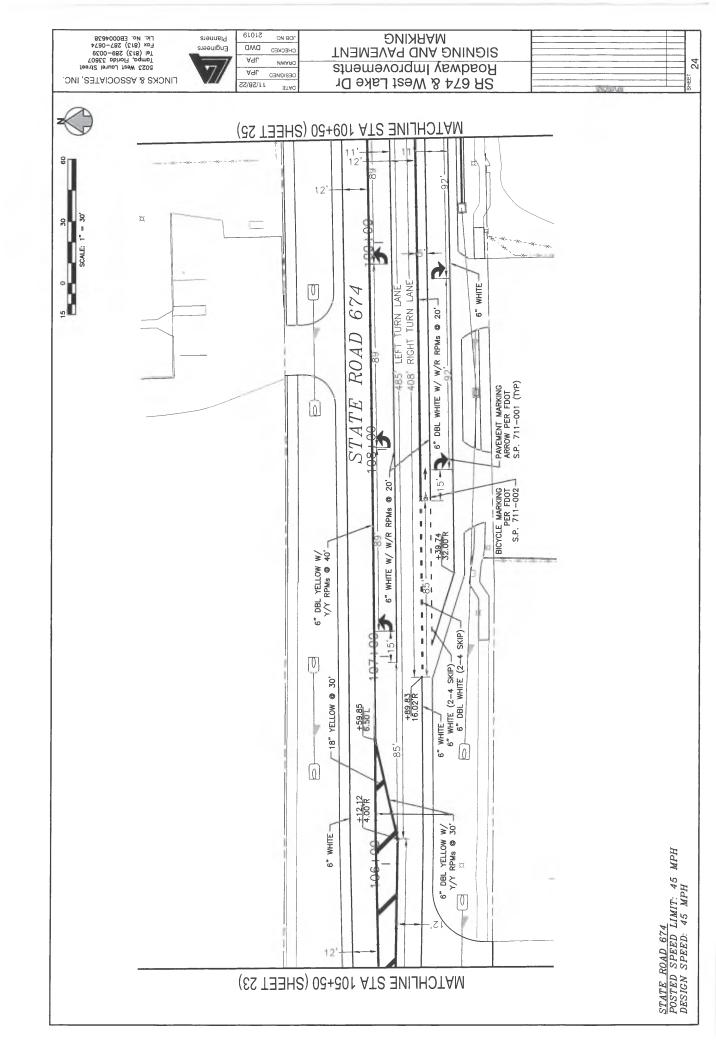


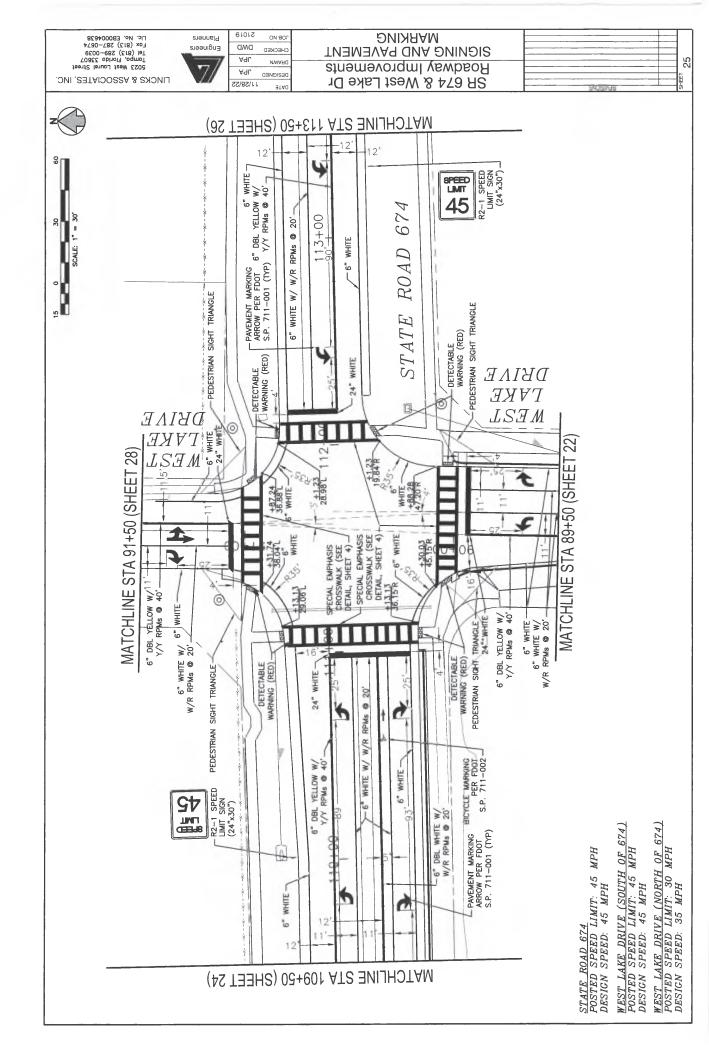


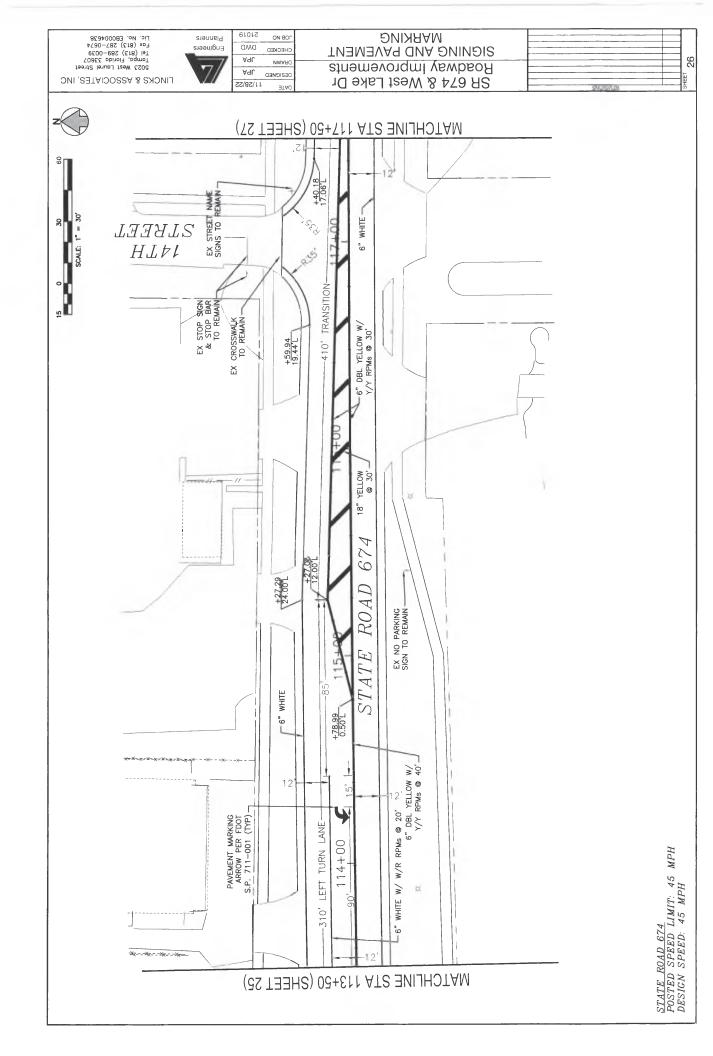


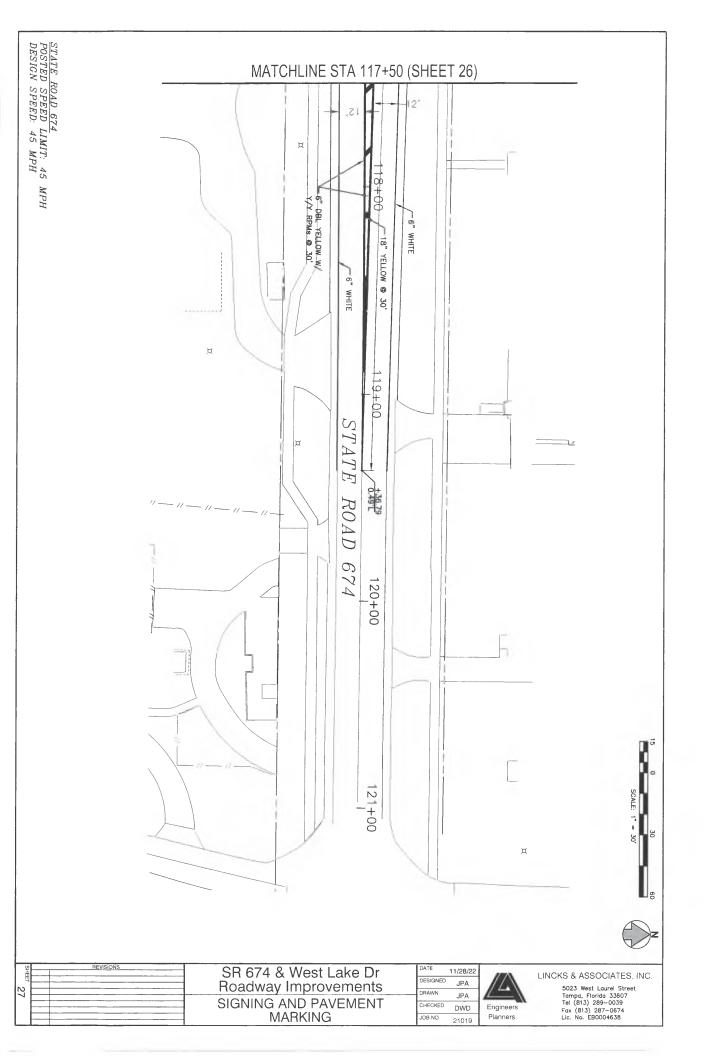






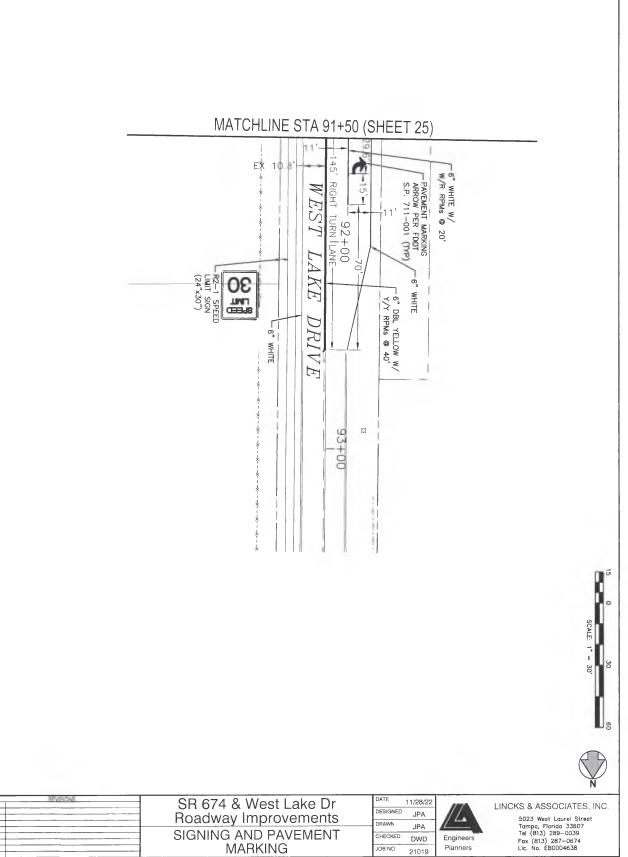






<u>WEST LAKE DRIVE</u> POSTED SPEED LIMIT: 30 MPH DESIGN SPEED: 35 MPH

SHEE



PARTY OF RECORD

