

Meeting Date: 11/15/2011



Agenda Item # 8-C

CITY COUNCIL AGENDA ITEM

Contact Name: Alison Stettner Department Director: Alison Stettner
 Department/Contact # (386) 775-5418 City Manager: Jamie Croteau

- Type of Item:
- | | | | |
|--------------------------|--------------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance First Reading | <input type="checkbox"/> | Discussion & Action |
| <input type="checkbox"/> | Ordinance Second Reading | <input checked="" type="checkbox"/> | Council Approval |

Subject: Developers Agreement for Mobility Enhancements for a proposed Dollar General Located at 676 North Volusia Avenue

BACKGROUND:

The City's Comprehensive Plan requires a Developer's Agreement during site plan approval to provide for mobility enhancements consistent with the City's mobility plan. The Developer's Agreement is to address site restrictions, future project responsibilities, transportation obligations, cross-access easements and other commitments identified through the development plan approval process related to improving the City's modal split and to encourage a walkable community. Through the site plan review process the City and applicant prepared the attached Developer's Agreement on the appropriate site enhancements and mobility contributions that would further the City's Complete Street Resolution and advances the City's transportation vision.

The attached Developer's Agreement for 676 North Volusia Avenue is for a proposed Dollar General. The agreement includes a number of enhancements to the pedestrian and bicycle environment throughout the site. The commitments outlined in the agreement include; a new sidewalk along Landsdowne Avenue the length of the project, the widening of the existing sidewalk adjacent to US 17/92 adjacent to the property, two covered bicycle parking and seating areas servicing the property as indicated on the site plan, a building design in the Florida vernacular that promotes pedestrian movement on the site, hanging baskets and planters along the front porch in lieu of landscaping adjacent to the building as required by Chapter 10 of the Land Development Code, a reduction in parking that meets only the business demand and enhanced landscaping throughout the property that complements the architecture and the site.

RECOMMENDATIONS:

City staff recommends that City Council approve the proposed Developer's Agreement with Millennium Venture Group, Inc., providing for mobility enhancements for the proposed Dollar General located at 676 North Volusia Avenue consistent with the City's Comprehensive Plan.

ATTACHMENTS:

Developer's Agreement with Millennium Venture Group, Inc.

FINANCIAL IMPACT:

None Anticipated

Reviewed by City Attorney _____

Reviewed by Finance Dept. _____

Reviewed by: _____

MOBILITY AGREEMENT
For
Millennium Venture Group, Inc.

THIS AGREEMENT entered into and made as of the ___ day of _____, 2011 by and between the **CITY OF ORANGE CITY, FLORIDA** (hereinafter referred to as the "City") and **MILLENNIUM VENTURE GROUP, INC.**, a Delaware Corporation registered to do business in the State of Florida (hereinafter referred to as the "Developer").

WITNESSETH

WHEREAS, Millennium Venture Group, Inc. is the Developer of certain real property lying within the municipal boundaries of the City of Orange City; consisting of an approximate 2.0 acres of land which is situated on the southeast corner of the intersection of Volusia Avenue (U.S. 17-92) and E. Landsdowne Ave (the "Property"). This parcel of land is more particularly described in the survey and legal description, a true copy of the legal description is attached hereto as Exhibit "A"; and

WHEREAS, the Developer desires to develop this real property for retail purposes in accordance with the site plan for the Property, attached hereto as Exhibit "B".

WHEREAS, the Developer desires to facilitate the orderly development of the Property, in compliance with the laws and regulations of the City, and of other governmental authorities, and the Developer desires to ensure that its development is compatible with other properties in the area, planned traffic patterns and the City's mobility standards provided in the City Comprehensive Plan; and

WHEREAS, this Agreement is entered into in accordance with the City's Comprehensive Plan, establishing general policies related to multi-modal mobility standards; and

WHEREAS, all fees and costs which are by law or regulation or ordinance required, are to be borne and paid by the Developer, have been paid; and

WHEREAS, the Developer has met with the Technical Review Committee (TRC) on the 3rd day of October, 2011; and

WHEREAS, the City Council of Orange City has reviewed and approved this Agreement.

NOW, in consideration of the mutual promises and covenants herein contained, the City and the Developer agree as follows:

SECTION 1. RECITALS

The above recitals are true and correct and form a material part of the Agreement.

SECTION 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to document the improvements provided on the Property by Developer in order to satisfy the mobility requirements provided by the City's Comprehensive Plan. Said improvements have been reviewed and approved as part of the site plan process. With the adoption of this Agreement by the City and Developer's performance of the conditions contained herein, Developer shall be deemed to have satisfied the City's mobility requirements found in the Comprehensive Plan.

SECTION 3. DURATION OF AGREEMENT

As this Agreement is meant to document the improvements provided on the Property by Developer as approved through the site plan process, this Agreement shall be valid for a period of one (1) year from date of approval. If Developer fails to develop the Property, pursuant to the terms of this agreement and the approved site plan, within that period of time, this Agreement shall expire and Developer shall request a new agreement pursuant to the terms, conditions and mobility standards provided by the Land Development Code ("LDC") at said time.

SECTION 4. APPLICABILITY

The mobility provisions documented within this Agreement contemplate a specific site plan development of a specific piece of property by a specific developer. In the event that Developer fails to develop the Property, the Owner or any future developer shall be required to proceed through the site plan process as provided by the LDC and provide adequate mobility improvements via a separate mobility agreement between the City and that party.

SECTION 5. DESCRIPTION OF IMPROVEMENTS TO IMPROVE MOBILITY

The following improvements shall be provided by the Developer on the Property to satisfy the City's mobility standards provided for by the City's Comprehensive Plan. So long as the Developer provides these improvements as contemplated by this Agreement and the attached site plan, the City shall determine that the Property is compliant with the City's mobility standards.

A. The Developer shall provide a new sidewalk along the Landsdowne Ave. right-of-way as illustrated in the site plan attached as Exhibit "B".

B. The Developer shall widen the existing sidewalk on the east side of US 17/92, directly adjacent to the Property, as illustrated in the site plan attached as Exhibit "B".

C. The Developer shall provide two covered bicycle parking areas servicing the Property along US 17/92, as illustrated in the site plan attached as Exhibit "B".

D. The development of the Property shall implement a Florida Vernacular style for all structures and improvements on site as shown in Exhibit "C", attached hereto and incorporated herein. The design has been chosen to improve access to the primary structure and to increase the

massing and proximity of the two covered bicycle parking areas in relation to US 17/92. This shall be done to facilitate access to the Property by pedestrians and bicyclists.

E. Required landscaping directly abutting the main structure shall be provided in the form of hanging baskets/planters along the covered walkway as shown in Exhibit "B".

F. No products shall be displayed or sold within the two covered bicycle areas. No products shall be displayed or sold within the covered pedestrian walkway.

G. The total number of required parking spaces shall be reduced to no more than 30 spaces, as shown on Exhibit "B".

H. Due to the reduced number of required parking spaces, additional landscaping has been provided on the Property as shown in Exhibit "B".

SECTION 6. OBLIGATIONS AND AMENDMENTS TO THIS AGREEMENT

The obligations of the Developer provided for in this Agreement are required elements of the attached site plan. Development of the Property shall be pursuant to said site plan. Modifications of the site plan shall be permitted pursuant to the City's Code of Ordinances and the Land Development Code. However, any change to the site plan approved by the City after the execution of this Agreement which impacts the mobility improvements described herein shall require a modification of this Agreement. Minor modifications of this Agreement, requested by the Developer, may be authorized by the Development Services Director. Major modifications of this Agreement, as requested by the Developer and determined to be major by the Development Services Director, shall require an amendment to this Agreement, adopted by the City in the same manner as this Agreement.

SECTION 7. APPLICABLE LOCAL LAW

The City of Orange City's ordinances, resolutions and policies shall govern the development of this Property unless otherwise specifically provided in this Agreement. Development approvals and permits shall be required for the development of Property as provided in the City's Land Development Code. Failure to list any approval or permit required by Federal, State or local laws shall not be construed to release the Developer from obtaining same. Nothing contained in this Agreement shall be construed as a grant of a land use or development approval or to be in derogation of the City's police powers.

SECTION 8. EFFECTIVE DATE

This Agreement shall not be effective and binding until the latest date that this Agreement is approved by and signed by all parties hereto.

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

DEVELOPER

MILLENNIUM VENTURE GROUP
a Delaware corporation registered to do
business in the State of Florida

Signature of Witness

By: _____
Signature

Printed Name

Printed Name

Title

Signature of Witness

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by _____, as _____ of MILLENNIUM VENTURE GROUP, a Delaware corporation, on behalf of the company, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Notary Public

Printed Name

My commission expires: _____

Approved as to form and
legality for use and reliance by the
City of Orange City, Florida

**CITY OF ORANGE CITY,
FLORIDA**

William E. Reischmann, Jr. Esquire

By: _____
Tom Laputka, Mayor

ATTEST:

By: _____
Deborah J. Renner, City Clerk

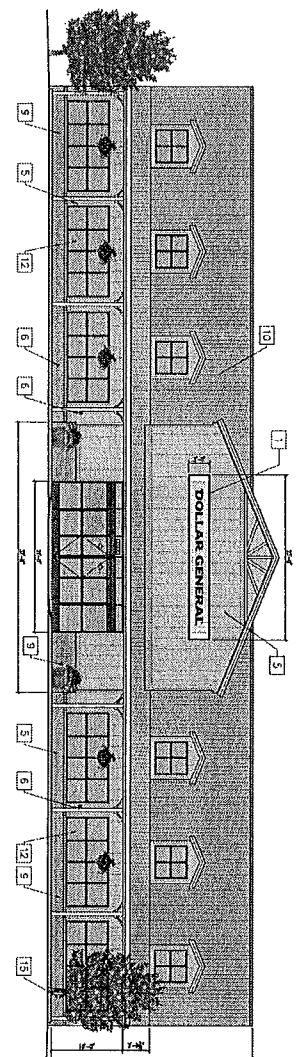
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by TOM LAPUTKA and DEBORAH J. RENNER, Mayor and City Clerk respectively, of the City of Orange City, Florida, who are personally known to me or have produced _____ as identification and who did/did not take an oath, and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Orange City, Florida.

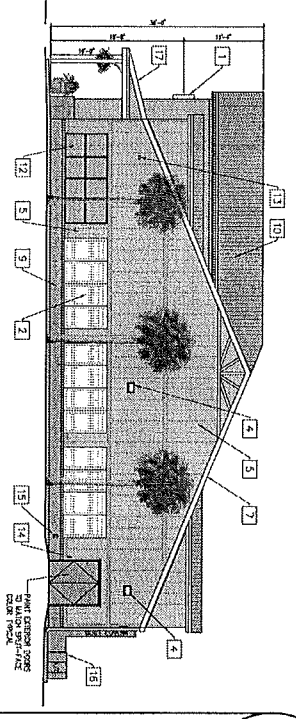
Notary Public

Printed Name

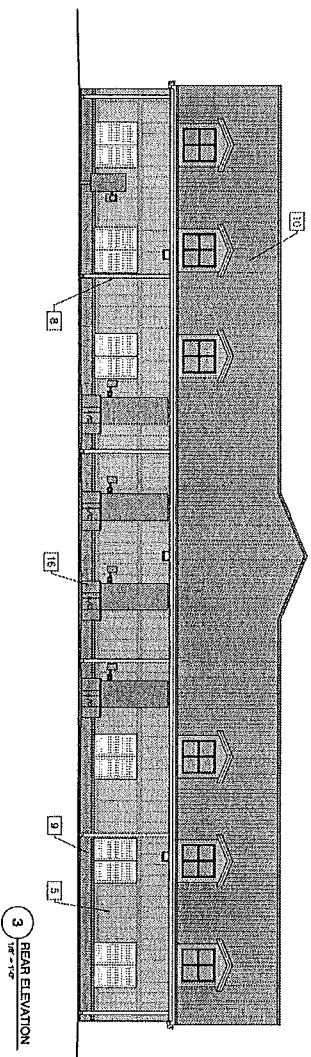
My commission expires: _____



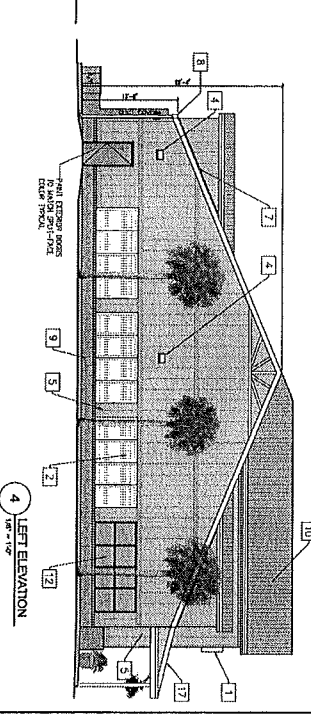
1 FRONT ELEVATION
1/8" = 1'-0"



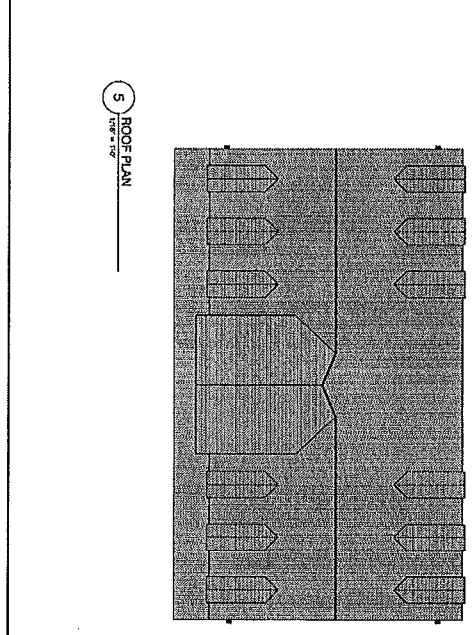
2 RIGHT ELEVATION
1/8" = 1'-0"



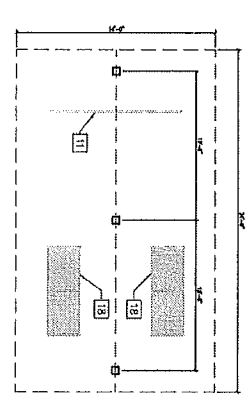
3 REAR ELEVATION
1/8" = 1'-0"



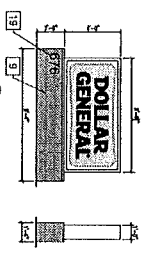
4 LEFT ELEVATION
1/8" = 1'-0"



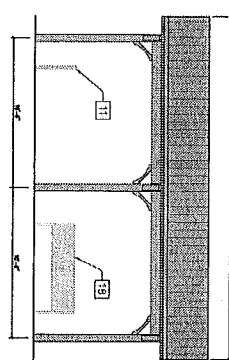
5 ROOF PLAN
1/8" = 1'-0"



7 BIKE RACK AND CANOPY - PLAN
1/8" = 1'-0"



6 MONUMENT SIGN
1/8" = 1'-0"



8 BIKE RACK AND CANOPY - ELEVATIONS
1/8" = 1'-0"

KEYNOTES

- 1 SIGN FABRICATED AND INSTALLED BY DOLLAR GENERAL.
- 2 CORNER WITH CORNER JOINT NOTED IN ELECTRICAL PANEL SCHEDULE TO PROVIDE ACCESS TO SERVICE AND TO BE RELOCATED AS REQUIRED BY SIGN MANUFACTURER TO SUPPORT SIGN WEIGHT OR BE TO FACE OF CURVE. COORDINATE THE PROPER SCHEDULE TO BE USED WITH DOLLAR GENERAL.
- 3 PAINTED IN MATCHES - FLUOR.
- 4 WALL MARK REF # 1/2" TO TOP OF WALL MARK. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 5 REFER TO ELECTRICAL DRAWING FOR ADDITIONAL INFORMATION.
- 6 BOARD AND BUTTER SIGNING.
- 7 RECEPTACLE REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 8 TRIM - SEE SHEET A10 FOR COLOR.
- 9 GUTTER AND DOWNSPOUT - SEE SHEET A10 FOR COLOR.
- 10 SPLIT WALL CONCRETE SUPPORT FOOT.
- 11 BIKE RACK.
- 12 CONCRETE FRAME WITH SHAPING GLASS.
- 13 DIMENSIONS FOR ADDITIONAL STRUCTURAL MECHANICAL DOOR BUZZER, REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 14 WALL MOUNTING - REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
- 15 PACKAGING CANOPY.
- 16 EXTERIOR CANOPY.
- 17 BENCH.
- 18 ADDRESS - SEE NUMBERS.

Robert E. Walker, IV
 Architect
 2224 FIRST AVE. SOUTH
 SUITE 110
 BIRMINGHAM, AL
 T-205-254-2312
 F-205-254-2289

DOLLAR GENERAL
 BUILDING
 Volusia Avenue
 Orange City, Florida
 Volusia County

PROJECT NO. 80051_18

ISSUED: 10/05/11

EXTERIOR ELEVATIONS AND ROOF PLAN

A3

EXHIBIT A

Legal Description

The North 199.76 feet of Lot 1 and the South 100 feet of the North 299.76 feet of Lot 1, Block 22, ASSESSORS SUBDIVISION OF ORANGE CITY, according to the plat thereof as recorded in Plat Book 3, Page 86, of the Public Records of Volusia County, Florida, less and except that part lying within road rights of way.