

**CITY OF NEWARK
DELAWARE**

**PLANNING COMMISSION
MEETING**

TUESDAY, JUNE 7, 2011

7:00 P.M.

**NEWARK MUNICIPAL BUILDING
220 ELKTON ROAD**

COUNCIL CHAMBER

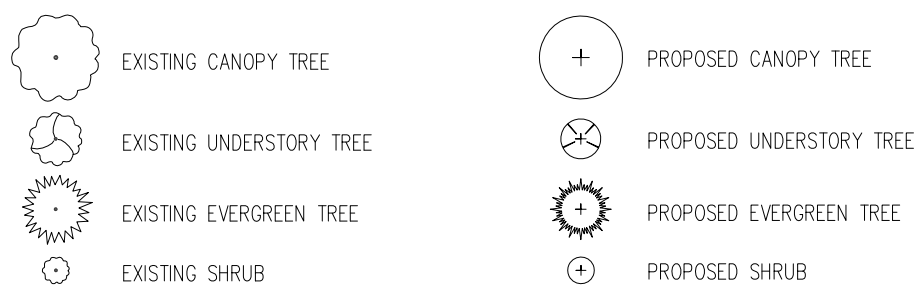
AGENDA

1. The minutes of the March 1, 2011 Planning Commission meeting.
2. Review and consideration of the rezoning from RM (multi-family dwellings – garden apartments) to BB (central business district), major subdivision and special use permit approval of the .49 acre parcel at 116 Amstel Avenue to replace the existing facility with a new Delaware Baptist Association building and to add six townhouse apartments.

The Planning Commission may modify the above agenda items.

Advertised on Tuesday, May 24, 2011

LEGEND



SITE DATA

EXISTING TAX PARCEL 18-019.00-326
Total Site Area = 0.49 Acres
Existing Building Area = 0.02 Acres
Existing Paving Area = 0.13 Acres
Current Site Zoning = RM (Residential Multifamily)
Existing Open Space Area = 0.34 Acres
PROPOSED LOT 1 (Social Service) + PROPOSED LOT 2 (Apartments)
Total Site Area = 0.49 Acres
Proposed Building Area = 0.18 Acres
Proposed Paving Area = 0.21 Acres
Proposed Open Space Area = 0.10 Acres
Proposed Site Zoning = BB (Central Business District)
Proposed Lot 1 Parking = 8 Spaces
Proposed Lot 2 Parking = 19 Spaces

PLANTING SPECIFICATIONS:

SECTION 1: SCOPE OF WORK

1.1 Contractor shall furnish, deliver, and install all plant material specified in the plant schedules in accordance with the plans, details and specifications of the Landscape Plan, or as directed by the Owner or Landscape Architect (hereinafter referred to as L.A.). The term plant material shall mean trees, shrubs, groundcovers and other growing plants to the extent shown on the plant schedule(s).

1.2 Contractor shall be liable for any damages to property caused by construction/planting operations, and all areas disturbed by such operations shall be restored to their original conditions to the satisfaction of L.A. or Owner.

SECTION 2: PLANT MATERIAL

2.1 All plants shall be certified to be the species, variety and/or cultivar specified in the plant schedules. All plants shall be typical of the species, variety or cultivar listed, unless otherwise specified, and NO substitutions shall be permitted except by pre-arranged, written permission of the Owner.

2.2 All plants shall be nursery grown, delivered in a healthy, disease and insect free condition and conform with the sizes, calipers and conditions outlined in the plant schedule. They shall be sound, healthy, vigorous plants free from defects and shall meet the minimum standards for health, form and root conditions as outlined in American Association of Nurserymen (AAN) Standards. In addition, all woody plants (excluding seedling whips) shall have been grown under the same climatic conditions as the location of the project for a period of at least 2 years prior to the date of installation.

2.3 Both L.A. and Owner reserve the right to refuse plants which, in their opinion, are damaged, in poor health, of substandard quality, or do not conform to these specifications, or those of the plant list. Rejected plants shall be removed from the site immediately, and replaced with acceptable plants at no additional cost.

SECTION 3: PLANT INSTALLATION

3.1 At least 2 weeks prior to the anticipated installation date, Contractor shall notify L.A. and Owner of such date so that they can arrange to review staked plant locations, be present to inspect plants, and/or conduct inspections. Failure to give proper notice to both L.A. and Owner may result in delaying Contractor's scheduled installation, and Contractor shall assume all responsibility and liability for any losses suffered.

3.2 Unless otherwise directed by the L.A., planting shall only occur from March 1 through May 15, or from September 15 through December 1. Plants shall be installed on the day of delivery. Plants which cannot be someday installed shall be adequately protected from drying by being watered and "heeled-in" to moist soil or mulch.

3.3 All plants shall be installed in accordance with the plans, details and specifications of the Landscape Plan. Workmanship that fails to meet the highest standards will be rejected, and Contractor shall assume all costs for reestablishing improperly planted plants, improperly located plants, and replacing damaged plants.

3.4 Contractor shall determine and stake proposed plant locations by scaling off the plan, and measuring in the field from known, verified locations such as existing buildings, paving, and curbs. Unless otherwise directed by the L.A. or Owner, no plants shall be installed until L.A. or Owner approves Contractor staking.

3.5 Plant pits shall be dug a minimum of two times (2x) the diameter of root balls. Each plant shall be planted in an individual pit, and all pits shall have vertical sides, and a horizontal bottom. All excavated material shall be properly disposed of off-site, unless it is determined that the material is suitable for use as backfill.

3.6 All plants shall be installed such that they stand plumb, and the top of the root ball is level with, or just above surrounding grade. On slopes, the top of the root ball shall be level with the grade found mid-way between the uphill and downhill limits of the root ball. To achieve this, additional excavation shall occur uphill of the root ball, and soil mounding shall occur downhill of the root ball to prevent top burial, and side exposure, respectively.

3.7 After the plant has been set properly, and soil firmed thoroughly under the root ball, all ropes, stones, material, and other foreign matter shall be removed from the plant pit before backfilling. For balled and burlapped plants, the burlap shall be carefully untied, pulled back from the upper three-fourths of the root ball, cut off, and discarded off-site. Any remaining burlap shall be adjusted to prevent the formation of air pockets. If a wire basket is present, it shall be clipped and removed from the upper three-fourths of the root ball, and any remaining wire adjusted so as not to impede root growth.

3.8 Material used for backfilling shall be a mixture by volume of 4/5 topsoil (or suitable excavated material), and 1/5 organic matter (compost or humus). An purpose 20-10-5 fertilizer shall be incorporated in to the mix at the rate of 10 pounds per cubic yard of backfill.

3.9 When backfilling, soil shall be deposited in 6 to 8 inch lifts, and firmed thoroughly by tamping. Bare root plants shall be centered in the pit after firming soil in the pit bottom. Roots shall be arranged in their natural position and loose topsoil carefully worked in among them and firmed. Care shall be taken not to bruise or break roots. Any roots which are bruised or broken shall be pruned, making a clean cut before planting.

3.10 A soil saucer sufficient to catch and hold water shall be provided for each tree and shrub. Saucers shall be 3 to 6 inches high, and constructed of the backfill material. On level or slightly sloping ground, they shall be located exterior of the limits of the plant pit, and shall completely encircle it. On steeper slopes, they shall only be provided to the downhill side of the plant, and constructed in such a manner that they will catch and hold water flowing downhill from above.

3.11 After plant installation and final grading, Contractor shall rake over finished planting areas, and apply mulch. The mulch shall be a uniform 2.5 to 3 inch layer of well aged (min. 6 mo. to 1 yr.) commercial shredded hardwood bark mulch. Mulch shall cover the entirety of proposed plant beds, and all exposed soil around individual plants including, soil saucers and mounds on slopes. Once applied, the mulch shall be pulled back from all woody stems and trunks so as not to be in contact with them.

SECTION 4: STAKING AND GUYING

4.1 Staking shall be done immediately after planting. Stakes shall be placed exterior to the plant pit and shall be driven in to undisturbed soil as specified herein. Stakes shall be of the material and dimensions specified herein and shall have a minimum deflection of 10 percent. Stakes shall be set parallel to all contours, curbs & walks.

4.2 All trees shall be staked according to the following minimum standards:
Trees <10 ft. high = Provide two, 1.5 in. x 6 ft. hardwood stakes, driven a min. 24 in. in to soil.
Trees 1.5 to 3 in. cal. = Provide two, 2 in. x 6 ft. hardwood stakes, driven a min. 24 in. in to soil.
Trees 3 to 5 in. cal. = Provide three, 3 in. x 6 ft. hardwood stakes, driven a min. 36 in. in to soil.
Trees >5 in. cal. = Provide four, 3 in. x 8 ft. hardwood stakes, driven a min. 36 in. in to soil.

4.3 Guying shall be done immediately after planting. Stakes shall be fastened to trees with doubled, No. 12 gauge annealed galvanized steel wire run through a suitable length of new, reinforced, 1/2-inch rubber hose. All guying shall be flagged for visibility for the duration of its service. Guying shall not be permitted where there is possible pedestrian or vehicular liability.

4.4 Contractor shall remove and properly dispose of all stakes, guy wires, and rubber hoses after one year, or at the end of any guarantee period unless otherwise directed by the L.A. or Owner.

SECTION 5: WATERING, PRUNING, SITE CLEAN-UP, AND INSTALLATION APPROVAL

5.1 Contractor shall thoroughly water all plants immediately after planting (i.e. the same day). If installation requires several days, he shall also provide water to all plants installed during the course of the project before leaving the site on the last day.

5.2 After installation, broken or bruised branches shall be pruned. If desired, Contractor may thin up to 1/4 of the wood of deciduous plants to prevent desiccation. Pruning shall be done in a manner which retains each plant's natural character. No leaders shall be cut. Evergreens shall not be pruned or sheared unless directed by L.A.

5.3 Upon completion of all work, Contractor shall police the grounds and remove all trash, construction material, and debris for which he is responsible. He shall properly dispose of such material off-site, and shall leave the site in a neat and orderly condition.

5.4 Upon completion of all work, Contractor shall contact Owner and request installation approval. Deviations from the plans, details, and specifications of the Landscape Plan shall be rejected, deficiencies in workmanship shall be rejected, and Contractor shall assume all costs for rectification. When ALL installation work is approved in writing by Owner, the date of such approval shall initiate any guarantee period, and Contractor may request final payment for all installation work completed.

CONSTRUCTION NOTES & CONDITIONS:

- Completeness or accuracy of location and depth of underground utilities or structures cannot be guaranteed. The Contractor must verify location and depth of all underground utilities and facilities prior to beginning construction. He shall also take necessary precautions to protect utilities during demolition and construction to maintain un-interrupted service. Any damage to existing utilities due to contractor's neglect shall be immediately repaired at the contractor's expense.
- The contractor shall verify all dimensions and conditions prior to bidding. Commencement of work shall constitute acceptance of conditions. Landscape architect not responsible for existing conditions or the accurate measurement of same.
- It is the responsibility of the Owner, Developer or Contractor to obtain any and all permits or approvals required for the construction or demolition shown on these plans. Any decisions made by the Owner, Developer or Contractor to circumvent the normal permitting process shall be at his sole risk.
- The Landscape Plan is to be considered a part of the Record Plan (by others). All information shown on the Record Plan shall be strictly adhered to, and any discrepancies between the Record Plan and Landscape Plan shall be brought to the attention of Landscape Architect or Owner immediately.
- No changes or deviation from these plans is permitted unless such change has been approved by the Landscape Architect in writing. Changes made independently by the Owner, or Contractor shall release Landscape Architect from all liability related thereto.
- Owner or Contractor shall be responsible for all subsurface conditions and soil conditions. Landscape Architect makes no representations regarding subsurface conditions or soil conditions, including suitability for planting.
- Landscape Architect shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications.
- Landscape Architect maintains the right but not the duty to recommend that Owner reject work that does not appear to conform generally to the plans and specifications, and Landscape Architect shall not have any liability or recommendations made in good faith.
- A lack of or improper maintenance in areas such as, but not limited to, paving & walkways, structures, facilities, signage, natural areas and landscaping, may result in damage to property or persons. Owner acknowledges and agrees that proper Project maintenance is required after the Project completion, that Owner is solely responsible for proper maintenance, and that Owner is solely responsible for the results of any lack of or improper maintenance.
- NOT PUBLISHED - ALL RIGHTS RESERVED: All instruments of professional service prepared by Landscape Architect including, but not limited to, drawings and specifications, are the property of the Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in the Client-Landscape Architect Agreement, provided Client performs in accordance with the terms of the Agreement. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached the Client-Landscape Architect Agreement.

LIST OF PROPOSED PLANTS:

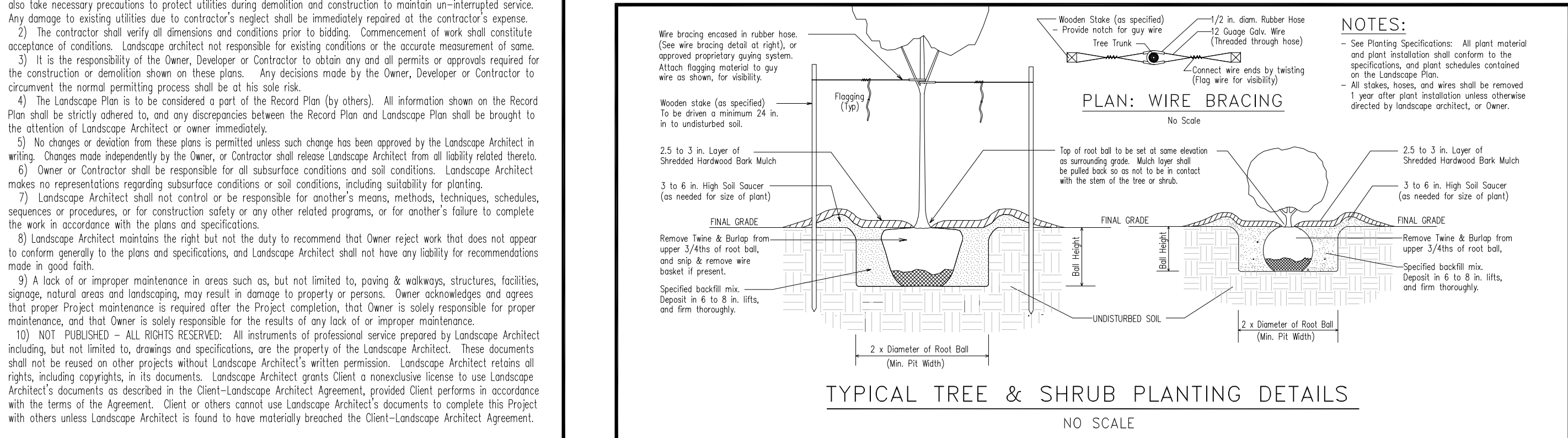
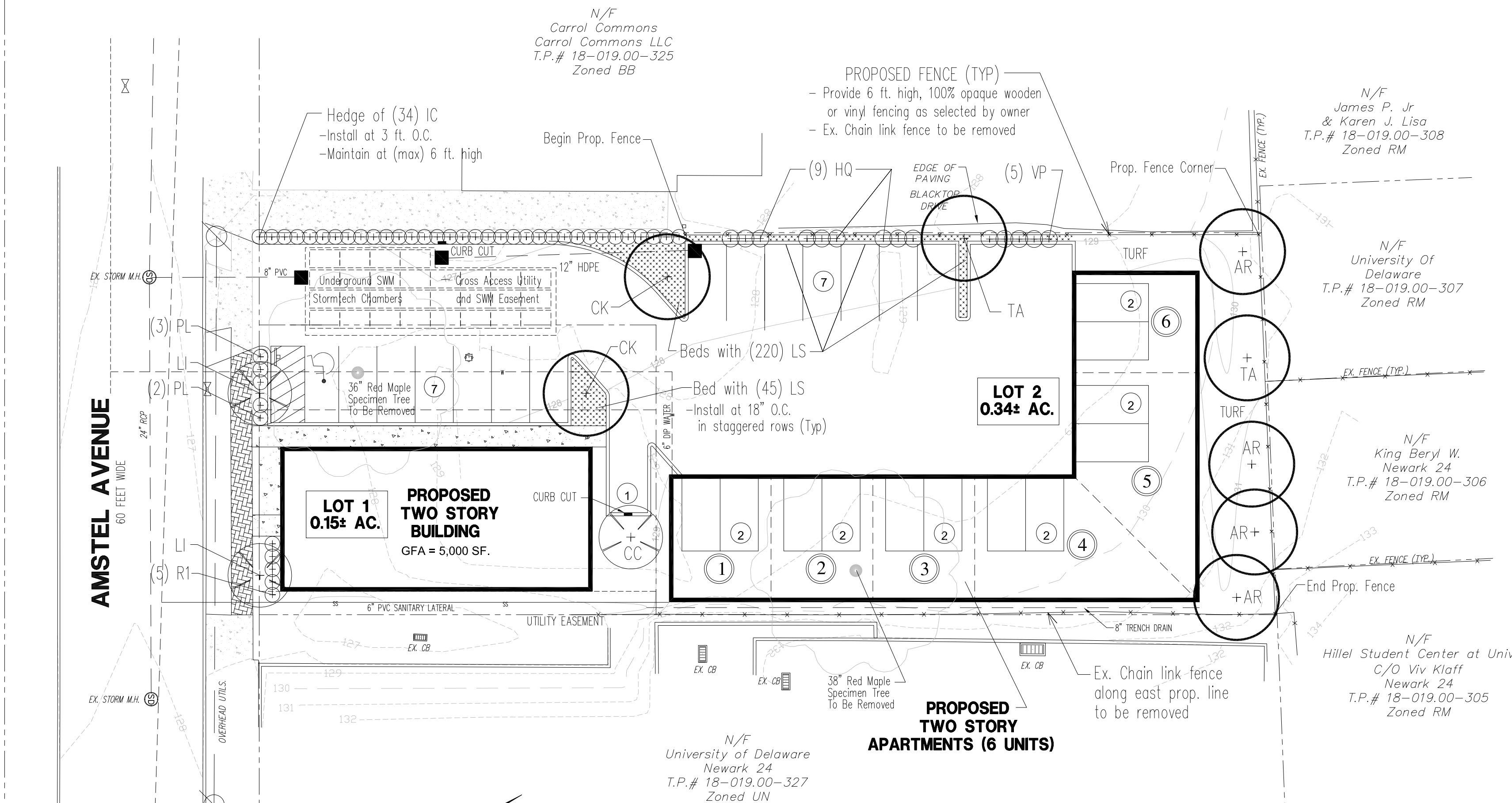
KEY	BOTANICAL NAME	COMMON NAME	NO.	SIZE	CALIPER	ROOT	REMARKS
SHADE & ORNAMENTAL TREES							
AR	Acer rubrum	Red Maple	4	12 Ft.	2.5 to 3 in.	B&B	Select specimen quality, multistem trees with 3 to 5 leaders
CC	Cercis canadensis	Eastern Redbud	1	8 Ft.	1.5 to 2 in.	B&B	
CK	Cladrupis kentuckea	American Yellowwood	2	10 Ft.	2.5 to 3 in.	B&B	
U	Lagerstroemia indica "Tuscarora"	Tuscarora Crape Myrtle	2	8 Ft.	1.5 to 2 in.	B&B	
TA	Tilia americana "Redmond"	Redmond Amer. Linden	2	12 Ft.	2.5 to 3 in.	B&B	
SHRUBS							
HQ	Hydrangea quercifolia "Alice"	Alice Oakleaf Hydrangea	9	18 in. (min)	xxxxxxx	Cont.	Install at 3 ft. O.C., maintain as hedge at max. 6 ft. high
IC	Ilex crenata "Jersey Pinnacle"	Jersey Pinnacle Holly	34	18 in. (min)	xxxxxxx	Cont.	
PL	Prunus laurocerasus "Otto Luyken"	Otto Luyken Laurel	5	18 in. (min)	xxxxxxx	Cont.	
RI	Rosa "Knockout Red"	Red Knockout Rose	5	18 in. (min)	xxxxxxx	Cont.	
VP	Viburnum plicatum "Summer Snowflake"	Summer Snowflake Viburnum	5	18 in. (min)	xxxxxxx	Cont.	
GROUNDCOVERS							
LS	Lirioden spicata	Creeping Lilyturf	265	2.25 in. pot	xxxxxxx	Cont.	Install at 18 in. O.C. in staggered rows.

NOTES:

- Plant caliper equals the diameter of a tree trunk measured at six (6) inches above the root ball.
- Unless otherwise noted, plant size refers to height, as measured from the top of the root ball to the highest branch.
- Plants for which no variety or cultivar are specified shall be typical of the species in both form and size at maturity.
- Planting Bed Preparation & Mulching: All proposed planting beds shall be tilled to a minimum depth of 8 inches. After initial tilling, 1 cubic yard of yard waste compost per 150 sq. ft. of bed area, shall be thoroughly tilled in to the soil. After bed preparation and plant installation, planting beds shall be mulched with a uniform 2 to 2.5 in. deep layer of shredded hardwood bark mulch.

NOTES

- Existing vegetation is to remain except where necessary to construct buildings, parking facilities, roads & accessways, utilities, and other site facilities.
- No landscaping credits (i.e. plant preservation in lieu of new planting to achieve landscaping requirements) have been taken for any existing vegetation.
- All proposed plant locations are to be determined by the installer by scaling off of the plan, and measuring in the field from known locations (buildings, curbs, walkways, etc.)
- The installer shall be responsible for ensuring that no street or canopy tree is planted under, or within 10 lateral feet of any overhead utility wire, or over or within 5 lateral feet of any underground water line, sewer line, transmission line, or other utility. In the event that a tree's proposed location conflicts with these restrictions, the installer shall stop work, and notify the landscape architect immediately, so that a solution can be determined.
- All stakes and guy wires shall be removed by the owner or installer one (1) year after plant installation unless otherwise directed by the landscape architect.
- Prior to the issuance of any certificates of occupancy, a surety guarantee bond, or other security instrument acceptable to and approved by the city solicitor, shall be posted in the amount of 120% of the cost of required landscaping to insure proper maintenance of the landscaping for a period of two years from the date of installation. During the two-year period, the developer shall be responsible for replacing all plants that die or are diseased. Following the two-year time period, and after inspection of the landscaping by the parks department, with the assistance of the planning department, the city manager shall authorize the release of the bonds required, less any funds needed and used by the city to replace dying or diseased plants.



BURCHAM & ASSOCIATES

LANDSCAPE ARCHITECTS & PLANNERS

311 South DuPont Road • Wilmington, DE 19805 • (302) 658-2827

REV. NO.	DATE	REVISION

LANDSCAPE PLAN
FOR
MAJOR SUBDIVISION & REZONING PLAN
OF
116 AMSTEL AVENUE
CITY OF WIEGLEW, NEW CASTLE COUNTY, DELAWARE

SURVEY BY: McBride & Ziegler, Inc.	SCALE: 1" = 20'
DESIGN BY: Gary L. Burcham	DATE: March 30, 2011
DRAWN BY: G.L.B.	SHEET NO. 1 OF 1
CHECKED BY: G.L.B.	

