## CITY COUNCIL MEETING



October 02, 2024 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

## **AGENDA**

#### **CALL TO ORDER**

Invocation

Flag Salute

#### **ROLL CALL**

**PUBLIC PARTICIPATION:** For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

#### **APPROVAL OF MINUTES**

- 1. Regular City Council Meeting September 4, 2024
- 2. Special City Council Meeting September 18, 2024

## ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

#### **NEW BUSINESS**

- 3. The Applicant, Charles Gray, has requested a Development Order Extension for the Canterwood Assisted Living Facility project.
- 4. The Parks and Recreation Department is requesting Council approve the annual renewal for the Gateway Center for the Arts Facility Use Agreement.
- 5. Staff is requesting City Council approve the Allen & Company Land Surveying additional service proposal to the Benson Junction Road Reconstruction design and permitting contract in the amount of \$27,000.00.

## **COUNCIL MEMBER REPORTS / COMMUNICATIONS**

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

#### DATE OF UPCOMING MEETING / WORKSHOP

Special City Council Meeting October 16, 2024, 6:30 p.m.

#### **ADJOURN**

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.

#### CITY COUNCIL MEETING



September 04, 2024 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

#### **MINUTES**

**CALL TO ORDER:** Mayor Chasez called the meeting to order at 6:30 p.m.

**ROLL CALL:** Mayor Chasez, Vice-Mayor Butlien, Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Steven Bapp, Growth Management Director; Elizabeth Bauer, Finance Director; Eric Frankton, Information Technology Director; Annette Hatch, City Clerk; and, Richard Villaseñor, City Engineer.

#### **PUBLIC HEARINGS:**

City Manager is requesting the City Council adopt Resolution No. 2024-10, to set the tentative millage rate of 3.5000 for the collection of ad valorem taxes for fiscal year 2024-2025. This tentative millage rate of 3.5000 is 26.15% higher than the rolled-back rate of 2.7744.

City Attorney read the resolution title into the record.

City Manager stated this presentation would cover both Item 1 and Item 2. He reviewed the City's millage history, fire services, a market analysis for Volusia County cities, and proposed adjustments. He also discussed the City's general fund increases for law enforcement and fire services, reviewed major projects and the fiscal year 2024-2025 budget. Options were presented for ad valorem funding and the required Council votes for each option.

Nick Koval and Steven Lynch addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2024-10 to set the tentative millage rate of 3.5000 for the collection of ad valorem taxes for fiscal year 2024-2025. Seconded by Council Member Pappalardo. Motion failed. Council Members Sell and Stevenson and Mayor Chasez; nay.

Motion by Council Member Sell to adopt Resolution No. 2024-10 to set the tentative millage rate of 3.4000 for the collection of ad valorem taxes for fiscal year 2024-2025. Seconded by Council Member Pappalardo. Motion passed unanimously.

City Manager is requesting the City Council adopt Resolution No.2024-11, approving the tentative annual operating budget for fiscal year 2024-2025.

City Attorney read the resolution title into the record.

City Manager stated the content for this item was included in the previous presentation.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No.2024-11, approving the tentative annual operating budget for fiscal year 2024-2025. Seconded by Council Member Sell. Motion passed unanimously.

**PUBLIC PARTICIPATION:** For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

Joan Fowlers addressed Council.

#### **APPROVAL OF MINUTES:**

Motion by Vice-Mayor Butlien to approve the minutes of the Regular City Council Meeting August 7, 2024, and the Special City Council Meeting August 21, 2024. Seconded by Council Member Pappalardo. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

#### **CONSENT AGENDA:**

City Manager requests City Council approve a three-year renewal term of the cybersecurity licensing agreement with a yearly cost of \$15,886.00, and authorize the City Manager to execute the agreement.

City Manager requests Council approval to sign a three-year renewal agreement from Konica Minolta with a monthly lease cost of \$213.82 per unit and a service cost of \$240.00 per unit totaling \$10,891.68 annually for two leased Multi-Function Printer (MFP) units.

Staff is requesting City Council approve the Trail Agreement with Duke Energy Florida, LLC for Duke Energy to formally approve and allow the start of the trail construction through their power transmission easement.

City Manager is requesting City Council approve the Halifax Humane Society Animal Sheltering Services Contract for FY2024-25.

Motion by Vice-Mayor Butlien to approve Consent Agenda items five (5) through eight (8). Seconded by Council Member Pappalardo. Motion passed unanimously.

#### **NEW BUSINESS:**

City Manager is requesting City Council approve the 2024 three-year renewal of the Volusia Sheriff's Office Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of DeBary.

City Manager discussed the services provided and contract renewal.

No one addressed Council.

Motion by Council Member Pappalardo to approve the 2024 three-year renewal of the Volusia Sheriff's Office Standard Interlocal Agreement. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

Staff is requesting City Council approve Resolution No. 2024-16, amending the DeBary Town Center Transit Oriented Development (TOD) Project Mixed Planned Unit Development (MPUD) to annex the south 2.17 acres of Block VI into the development.

City Attorney read the resolution title into the record.

Staff reviewed the location, resolution highlights and implementation timeframe.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve Resolution No. 2024-16, amending the DeBary Town Center Transit Oriented Development (TOD) Project Mixed Planned Unit Development (MPUD) to annex the south 2.17 acres of Block VI into the development. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting City Council approve construction Change Orders 1 & 2 for the Ft. Florida Road reconstruction, allowing for the City Manager to sign, and for City Council to allow the City Manager to approve subsequent change orders without taking to City Council as long as there is no net cost change to previously approved City budgets for this project.

Staff reviewed the location of the project and location of the issues prompting the change orders.

No one addressed Council.

Motion by Council Member Stevenson to approve construction Change Orders 1 & 2 for the Ft. Florida Road reconstruction, allowing for the City Manager to sign, and for City Council to allow the City Manager to approve subsequent change orders without taking to City Council as long as there is no net cost change to previously approved City budgets for this project. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

## **COUNCIL MEMBER REPORTS / COMMUNICATIONS:**

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

**DATE OF UPCOMING MEETING / WORKSHOP:** Special City Council Meeting September 18, 2024

**ADJOURN:** The meeting was adjourned at 8:21 p.m.

	APPROVED:	
	CITY COUNCIL CITY OF DEBARY, FLORIDA	
	Karen Chasez, Mayor	
nnette Hatch CMC City Clerk	_	

#### SPECIAL CITY COUNCIL MEETING



September 18, 2024 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

#### **MINUTES**

**ROLL CALL:** Mayor Chasez, Vice-Mayor Butlien, Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Elizabeth Bauer, Finance Director; Annette Hatch, City Clerk; David Rodriguez, Information Technology Technician; Jason Schaitz, Parks & Recreation Director, and, Richard Villaseñor, City Engineer.

#### **PUBLIC HEARINGS:**

City Manager is requesting City Council adopt Resolution No. 2024-12 to set the final millage rate of 3.4000 for the levy of ad valorem tax for fiscal year 2024-2025. The final millage rate of 3.4000 is 22.55% above the computed rolled back rate of 2.7744.

City Attorney read the resolution title into the record.

City Manager briefly discussed both the millage and proposed budget for fiscal year 2024-2025.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2024-12 to set the final millage rate of 3.4000 for the levy of ad valorem tax for fiscal year 2024-2025. Seconded by Council Member Sell. Motion passed unanimously.

City Manager is requesting City Council adopt Resolution No. 2024-13 approving the final annual operating budget for fiscal year 2024-2025.

City Attorney read the resolution title into the record.

The content for this item was included in the previous presentation.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2024-13 approving the final annual operating budget for fiscal year 2024-2025. Seconded by Council Member Pappalardo. Motion passed unanimously.

**PUBLIC PARTICIPATION**: For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

**DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11):** None.

#### **CONSENT AGENDA:**

The Parks and Recreation Department is requesting City Council approve the attached grant application submitted by the Gateway Center for the Arts.

The Parks and Recreation Department is requesting City Council approve the Cooperative Purchasing Agreement with Nidy Sports Construction to complete future sports court work.

City Manager is requesting City Council approve after-the-fact pump rental purchase orders with Mersino Dewatering, LLC. for stormwater management during rainy and hurricane season.

Staff is requesting authorization to dispose of surplus property and removal from capital inventory as of September 30, 2024.

Motion by Vice-Mayor Butlien to approve the Consent Agenda items three (3) through six (6). Seconded by Council Member Pappalardo. Motion passed unanimously.

## **COUNCIL MEMBER REPORTS / COMMUNICATIONS**

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

**DATE OF UPCOMING MEETING / WORKSHOP:** City Council Meeting October 2, 2024, 6:30 p.m.

**ADJOURN:** The meeting was adjourned at 7:11 p.m.

	APPROVED:
	CITY COUNCIL CITY OF DEBARY, FLORIDA
	Karen Chasez, Mayor
Annette Hatch, CMC, City Clerk	-



## City Council Meeting City of DeBary AGENDA ITEM

Subject:	Canterwood Assisted Living Facility	Attachments:
	Development Order Extension	( ) Ordinance
From:	Steven E. Bapp, AICP	( ) Resolution
	Growth Management Director	( ) Supporting Documents/ Contracts
		(X) Other
Meeting He	aring Date October 2, 2024	

## **REQUEST**

The Applicant, Charles Gray, has requested a Development Order Extension for the Canterwood Assisted Living Facility project.

#### **PURPOSE**

On September 4, 2024, the Applicant submitted their request within the 90-day expiration window and is therefore eligible to request that the City Council extend their Development Order again for a period of 720 days.

#### **CONSIDERATIONS**

On October 2, 2018, a Final Site Plan (Engineering Plans) Development Order was issued for the Canterwood Assisted Living Facility. The project site is located north of Dirksen Drive and east of US 17-92, between Memorial Park and the Circle K gas station. The project consists of a three story Assisted Living Facility that is approximately 122,000 square feet in size and 120 beds/rooms, and includes a passive recreation area and walking trail that will connect into Memorial Park to the east.

Land Development Code (LDC) Chapter 3, Article I, Section 3.4(f)(4)d provides for the extension of Development Orders. 90 days before and after the expiration of a Development Order, the applicant may request an extension of the Development Order. The City Council may approve an extension of the Development Order for a period of time not to exceed 720 days and may attach such conditions as the Council deems appropriate.

On February 5, 2020, the City Council granted an extension for this Final Development Order through September 26, 2021. On September 1, 2021, the City Council granted a second conditional extension for this Final Development Order through August 29, 2022. On October 19, 2022, the Council granted a third conditional extension for this Final Development Order through October 23, 2023. On October 4, 2023, the Council granted a fourth conditional extension for this Final Development Order through September 29, 2024.

## **COST/FUNDING**

N/A

## **RECOMMENDATION**

Staff recommends the City Council approve the extension request for the Canterwood Final Site Plan for an additional 720 days.

## **IMPLEMENTATION**

The applicant would need to begin moving forward with the project and meeting the conditions described on the Development Order.

## **ATTACHMENTS**

- Engineering Plans
- Issued Development Orders

# **CONSTRUCTION PLANS** FOR

# CANTERWOOD MANOR AT DEBARY

(ORIGINAL PLAN SUBMITTAL: FEBRUARY 2, 2018) (REVISED PLAN SUBMITTAL: AUGUST 6, 2018)

SITE DATA

PROPERTY LOCATION: 32 DIRKSEN ROAD, DEBARY, FLORIDA 32713 PARCEL ID No.: 03-19-30-00-00-0240

**OVERALL SITE AREA:** 7.888± ACRES PROJECT DEVELOPED AREA: 5.631± ACRES

C/R, COMMERCIAL RETAIL EXISTING FUTURE LAND USE:

**EXISTING ZONING:** EXISTING USE: RESIDENTIAL

PROPOSED USE: 3-STORY ASSISTED CONGREGATE LIVING AND MEMORY CARE FACILITY

120 BEDS/ROOMS ALF 122,322 S.F. OVERALL FACILITY (40,774 SF/STORY)

BUILDING HEIGHT:

MAXIMUM & PROPOSED: 40 FEET (WITH AN ADDITIONAL 5 FOOT PARAPET ALLOWANCE FOR MECHANICAL SCREENING AND ARCHITECTURAL STYLIZATION (MAX 3 STORIES)

## PROPOSED DEVELOPMENT:

40,774 SF 16.62% PROPOSED BUILDING (FOOTPRINT) 74,234 SF 30.26% IMPERVIOUS SURFACES(PAVEMENT, SIDEWALK, STABILIZATION ETC.) 7,412 SF 3.03% WATER FEATURE 122,420 SF 49.91% TOTAL IMPERVIOUS AREA 15,798 SF 6.44% DRY STORM WATER POND 107,087 SF 43.65% PERVIOUS AREA (OPEN SPACE) 245,305 SF 100.00% DEVELOPED ACREAGE TOTAL (5.631 AC)

FLOOR AREA RATIO:

MAXIMUM FAR: 0.50 PROPOSED FAR: 0.4987 (40,774 SF X THREE STORIES / SITE AREA 245,305 SF)

**PARKING** 

1 SPACE PER 4 BEDS AND 1 SPACE PER EMPLOYEE PARKING REQUIRED AND/OR VISITING DOCTORS ON LARGEST SHIFT ASSISTED LIVING FACILITY (120 BEDS/4 + 30 EMPLOYEES + 3 VISITING DOCTORS) TOTAL PARKING REQUIRED 63 SPACES SPACES REQUIRED TO BE RESERVED FOR HANDICAP 3 SPACES PARKING PROVIDED STANDARD PARKING SPACES 75 SPACES HANDICAP PARKING
TOTAL PARKING PROVIDED

BUILDING SETBACKS (REQUIRED) FRONT (DIRKSEN DRIVE) SIDE (EAST)

SIDE (WEST) REAR (NORTH) BUFFER YARDS (REQUIRED)

FRONT (DIRKSEN DRIVE) SIDE (EAST) SIDE (WEST) REAR (NORTH)

BUILDING SETBACKS (PROPOSED) FRONT (DIRKSEN DRIVE) SIDE SIDE (WEST) REAR (NORTH)

BUFFER YARDS (PROPOSED) FRONT (DIRKSEN DRIVE) SIDE (EAST) SIDE (WEST) REAR (NORTH)

160.2

413'

59.2

UTILITY PROVIDERS

POTABLE WATER: VOLUSIA COUNTY WASTEWATER: VOLUSIA COUNTY



## **VICINITY MAP**

APPLICANT:	OWNER:
MJM ASSOCIATES, LLC 1030 N. ORANGE AVENUE ORLANDO, FLORIDA 32801 CONTACT: JOEL HASS PH: (407) 718-0546 EMAIL: jhass@mjmassocllc.com	J. CHARLES & SANDRA H. GRAY 263 BAYOU CIRCLE DEBARY, FLORIDA 32713 CONTACT: CHARLES GRAY PH: (407) 843-8880 EMAIL: Charlie.Gray@gray-robinson.com
DEVELOPER:	ARCHITECT:
GREEN LEAF DEVELOPMENT, LLC 1344 HARDY AVENUE ORLANDO, FL 32803 CONTACT: GREG HUDAK, PE PH: (407) 492-6833 EMAIL: ghudak@hudakengineering.com	HASKELL 111 RIVERSIDE AVENUE JACKSONVILLE, FLORIDA 32202 PH: (904) 791-4500
ENGINEER:	LANDSCAPE ARCHITECT:
HUDAK ENGINEERING, INC. 1344 HARDY AVENUE ORLANDO, FL 32803 CONTACT: GREG HUDAK, PE PH: (407) 492-6833 EMAIL: ghudak@hudakengineering.com	LANDSCAPE DYNAMICS, INC. PO BOX 2852 WINTER PARK, FLORIDA 32790-2852 CONTACT: RANDY BUCHANAN, RLA PH: (407) 579-1811 EMAIL: randy@landscapedynamics.com
SURVEYOR:	
	COURT INGS, FLORIDA 32714 L. HARTLEY, PSM

EMAIL: jhartley@cfl.rr.com

## LEGAL DESCRIPTION

LEGAL DESCRIPTION - ALTKEY 2465077

THE EAST 125 FEET OF THE WEST 375 FEET OF LOT 3, LYING NORTH OF DIRKSEN DRIVE, ASSESSOR'S MAP IN MAP BOOK 3. PAGE 3

LEGAL DESCRIPTION - ALTKEY 2465093

THE EAST 200 FEET OF THE WEST 575 FEET OF LOT 3, LYING NORTH OF DIRKSEN DRIVE, ASSESSOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 30 EAST, ACCORDING TO

LEGAL DESCRIPTION - ALTKEY 5444686

THE WEST 250 FEET OF LOT 3, LYING NORTH OF DIRKSEN DRIVE, ASSESSOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 30 EAST, ACCORDING TO MAP IN MAP BOOK 3,

LEGAL DESCRIPTION - ALTKEY 5444694

SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 30 EAST, ACCORDING TO MAP IN MAP BOOK 3, PAGE 3, ALSO DESCRIBED AS THE EAST 394.69 FEET OF THE WEST 969.69 FEET OF PART OF THE SOUTHWEST 1/4 LYING NORTH OF THE COUNTY ROAD, SECTION 3, TOWNSHIP 19 SOUTH, RANGE

LEGAL DESCRIPTION - ALTKEY 5892174

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3, A DISTANCE OF 943.17 FEET TO THE POINT OF BEGINNING.

## **INDEX OF SHEETS**

SHEET	No.	SHEET	TITLE

**COVER SHEET GENERAL NOTES** 

STORMWATER POLLUTION PREVENTION PLAN

PRE-DEVELOPMENT DRAINAGE MAP

POST-DEVELOPMENT DRAINAGE MAP

SITE GEOMETRY PLAN

DRAINAGE SYSTEM PLAN

PAVING & GRADING PLAN (1 OF 2)

PAVING & GRADING PLAN (2 OF 2)

C-10 SITE CROSS SECTIONS

UTILITY PLAN (SANITARY SEWER SERVICE)

UTILITY PLAN (POTABLE WATER AND FIRE SERVICE) C-11A

UTILITY CONFLICTS PLAN C-11B

UTILITY DETAILS

UTILITY DETAILS

STANDARD DETAILS LIFT STATION PLAN

C-16 DIRKSEN DRIVE RIGHT-OF-WAY IMPROVEMENT PLAN

C-17 DIRKSEN DRIVE CROSS SECTIONS

TREE MITIGATION PLAN

HARDSCAPE PLAN

LANDSCAPE PLAN

LANDSCAPE DETAILS

IRRIGATION PLAN

IRRIGATION DETAILS

**BOUNDARY & TOPOGRAPHIC SURVEY** 

PHOTOMETRIC/LIGHTING PLAN

**ATTACHED** 

REVISIONS:					
DATE					
IMS	В	GDH		GUH	)

NICES ENGINEERING, ING & LAND DEVELOPMENT DESIGN SERVIC



**JANUARY 2018** 

SHEET NO.

## CLEARING, EXCAVATING, GRADING AND PAVING GENERAL NOTES

- 1. FOR IDENTIFICATION OF CONTRACTUAL AGREEMENTS, THE SET OF DRAWINGS IS DATED JANUARY 2018. ANY REVISIONS THEREAFTER WILL BE NOTED AND DATED ON THE AFFECTED DRAWING(S).
- 2. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION AS SHOWN ON THE SURVEY PLAN HAS BEEN OBTAINED BY SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER WILL FIELD VERIFY THE UTILITIES TO THE BEST OF HIS ABILITY, HOWEVER ALL UTILITIES SHOULD BE FIELD VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY. WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES THAT INTERFERE WITH THE PROPOSED ON SITE CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANY. THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACTOR. AND NO EXTRA COMPENSATION WILL BE ALLOWED.
- FLORIDA LAW (F.S. 553.851) AND (F.S. 556) SSOCOF 1-800-432-4770 SUNSHINE STATE ONE CALL OF FLORIDA) PROTECTION OF UNDERGROUND PIPELINES MANDATES THAT "NO EXCAVATOR SHALL COMMENCE OR PERFORM ANY EXCAVATION IN ANY PUBLIC OR PRIVATE STREET, ALLEY, RIGHT-OF-WAY DEDICATED TO THE PUBLIC USE, OR GAS UTILITY EASEMENT WITHOUT FIRST OBTAINING INFORMATION CONCERNING THE POSSIBLE LOCATION OF GAS PIPELINES IN THE AREA OF THE PROPOSED EXCAVATION. "THIS INCLUDES ANY OPERATION UTILIZING HAND TOOLS OR POWER TOOLS WHICH MOVES OR REMOVES ANY STRUCTURE, EARTH, ROCK OR OTHER MASS OF MATERIAL BY SUCH METHODS AS DIGGING, BACKFILLING, DEMOLITION, GRADING, DITCHING, DRILLING, BORING, AND CABLE PLOWING. THE EXCAVATOR MUST NOTIFY THE GAS UTILTY A MINIMUM OF 48 HOURS AND A MAXIMUM OF 5 DAYS PRIOR TO EXCAVATING (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS).

CONTRACTOR SHALL COMPLY WITH OSHA TRENCH SAFETY STANDARDS 29 C.F.R.. S. 926.650, SUBPART P. AND ALL SUBSEQUENT REVISIONS OR UPDATES ADOPTED BY THE DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY AND WITH SECTION 553.62, FLORIDA STATUES.

- THE BOUNDARY, TOPOGRAPHIC SURVEY, AND EXISTING CONDITIONS INFORMATION HAS BEEN PROVIDED TO THE OWNER BY HARTLEY SURVEYING, INC. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE SURVEY INFORMATION PROVIDED.
- 6. GEOTECHNICAL INFORMATION, INCLUDING WATER TABLE ELEVATIONS AND SITE PREPARATION RECOMMENDATIONS, HAVE BEEN FURNISHED TO THE OWNER AND ENGINEER BY CAVIN GEOTECHNICAL & ENVIRONMENTAL, LLC THE CONTRACTOR IS DIRECTED TO OBTAIN COPIES OF THE REPORT AND COMPLY WITH ALL RECOMMENDATION THEREIN.
- THE CONTRACTOR IS DIRECTED TO OBTAIN A COPY OF ALL PERMITS INCLUDING PERMITS ISSUED BY THE WATER MANAGEMENT DISTRICT. THE CITY AND FDEP, IF APPLICABLE. THE CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS.
- 8. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFFTY STANDARDS. INCLUDING THE FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT...
- 9. NO VIBRATORY ROLLERS OR OTHER SIMILAR FOUIPMENT THAT COULD DAMAGE ADJACENT BUILDINGS OR RESIDENCES SHALL BE USED ON THIS PROJECT. THE CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT FOR INSTRUCTIONS AND SHALL CONFER WITH THE GEOTECHNICAL ENGINEER, AND OWNER TO DETERMINE WHAT METHODS OF COMPACTION ARE SATISFACTORY. IF REPORTS OF DAMAGE TO ADJACENT PROPERTIES ARE RECEIVED. THE CONTRACTOR SHALL STOP WORK IMMEDIATELY UNTIL THE OWNER INVESTIGATE THE CLAIM AND PROVIDE INSTRUCTIONS.
- 10. CLEAN SAND SUITABLE FOR FILL SHALL BE USED AS DIRECTED BY THE GEOTECHNICAL REPORT. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE.
- 11. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL VISIT AND INSPECT THE SITE TO FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS WHICH MAY AFFECT HIS BID.
- 12. THE CONTRACTOR SHALL BASE HIS BID ON HIS OWN ESTIMATE OF QUANTITIES, INCLUDING PIPE LENGTHS, PAVEMENT QUANTITIES, AND EXCAVATION AND BACKFILL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT BORROW FILL NEEDED, AND FOR REMOVAL AND DISPOSAL OF EXCESS OR UNSUITABLE MATERIALS.
- 13. THE LIMITS OF DISTURBANCE HAVE BEEN PROVIDED TO THE CONTRACTOR ON THE CONSTRUCTION PLANS. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THESE LIMITS. AT NO TIME SHALL THE CONTRACTOR DISTURB WETLAND AREAS, IF ANY, OUTSIDE THE SILT FENCE. THE CONTRACTOR SHALL NOT DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF WETLAND OR OTHER DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR IMMEDIATELY. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.
- 14. ALL TREES, BRUSH AND ORGANIC MATERIAL CLEARED FROM THIS SITE SHALL BE DISPOSED OF OFFSITE AT A PERMITTED LANDFILL OR DISOSAL SITE.
- 15. ALL AREAS TO RECEIVE FILL, WHETHER OPEN AREA, UNDER PAVEMENT OR STRUCTURES, SHALL FIRST BE STRIPPED OF ORGANIC MATERIAL BEFORE FILLING IS COMMENCED. FILL SHALL BE PLACED IN 12" LIFTS AND COMPACTED TO 98% MAXIMUM DENSITY IN AREAS UNDER PAVEMENT AND AROUND ALL STRUCTURES. THE CONTRACTOR IS DIRECTED TO OBTAIN A COPY OF THE SOIL REPORT AND AND COMPLY WITH ALL RECOMMENDATIONS THEREIN.

16. THE CONTRACTOR SHALL BE EXPECTED, AT THE END OF EACH DAY, TO HAVE THE SITE GRADED IN SUCH A WAY AS TO NOT CAUSE ANY ADVERSE IMPACT FORM RUNOFF OR SILTATION TO ANY ADJACENT PROPERTIES. SILTATION BARRIERS SHALL BE MAINTAINED AND REPAIRED IF REQUIRED AT THE END OF EACH WORKING DAY. GRADING SHOWN ON THESE PLANS ARE PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER

AND ENGINEER PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO

DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.

- 17. ALL PAVING SURFACES SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION GENERALLY SHOWN BY THE FLOW ARROWS OR TYPICAL SECTION. NO PUDDLING OR "BIRD BATH" WILL BE ACCEPTED IN THE PAVEMENT AREAS. PAVED SURFACES SHALL ALSO BE GRADED TO PROVIDE A SMOOTH DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADE AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. APPROACHES TO INTERSECTIONS AND ENTRANCE AND EXIT FLOW LINE GRADES TO INTERSECTIONS AND ENTRANCE AND EXIT FLOW LINE GRADES TO INTERSECTIONS WILL BE DETERMINED IN THE FIELD AND ADJUSTMENTS MAY BE NECESSARY TO ACCOMPLISH THAT PURPOSE. THE CONTRACTOR IS RESPONSIBLE TO ACCOMPLISH THIS PURPOSE. ANY APPARENT DISCREPANCIES BETWEEN THE FLOW ARROWS AND SLOPES OR SPOT ELEVATIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER FOR EXPLANATION AND/OR CLARIFICATION.
- 18. MATERIALS AND METHODS FOR STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL MUNICIPALITY CODES AND/OR THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1991, OR LATEST REVISION THEREOF, AND SUPPLEMENTAL SPECIFICATIONS THERETO. REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III WITH RUBBER GASKET JOINTS, UNLESS OTHERWISE NOTED ON THE PLANS. ALL F.D.O.T., "C", "D", "E" AND "F" INLETS SHALL BE EQUIPPED WITH STEEL RETICULIN GRATE AND LIFTING CHAINS PER F.D.O.T. STANDARDS, WHERE APPROPRIATE. YARD INLETS MAY BE EQUIPPED WITH CAST IRON GRATES, IF THEY ARE NOT SUBJECT TO TRAFFIC. INLET WALL THICKNESS SHALL BE PER F.D.O.T.
- 19. MATERIALS AND CONSTRUCTION METHODS FOR PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND THE LATEST EDITION OF THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND SUPPLEMENTAL SPECIFICATIONS THERETO; AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS.
- 20. THE CONTRACTOR SHALL SOD SIDE SLOPES OF POND AND SEED POND BOTTOM.
- 21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE VARIOUS GRADING, DRAINAGE AND PAVING WORK TO ACCOMPLISH THE PROPER FUNCTIONING OF THE SITE IMPROVEMENTS TO PREVENT WATER FROM PONDING OR STANDING ON SIDEWALK OR PAVEMENT AREAS. SOD SHALL BE INSTALLED 0.2' BELOW THE EDGE OF ADJACENT PAVEMENT OR SIDEWALK.
- 22. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE MATERIALS AND STRUCTURES ARE TO BE SUBMITTED AND APPROVED BY THE OWNERS REPRESENTATIVE OR ENGINEER PRIOR TO ORDERING THE MATERIAL REQUIRED FOR CONSTRUCTION.
- 23. ALL STORM WATER PIPES 24 INCHES OR MORE IN DIAMETER WHICH DISCHARGE INTO DRY RETENTION BASIN AREAS SHALL BE CHILD PROOFED WITH GRATES AS DESIGNATED IN F.D.O.T. INDEX 273. MAXIMUM OPENING BETWEEN BARS SHALL BE 4". OUTFALLS TO DRY RETENTION BASINS SHALL BE EQUIPPED WITH ENERGY DISSIPATORS OR SPLASH PADS AS SHOWN ON THE DETAIL SHEETS.
- 24. REPAIR AND REPLACEMENT OF ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTED BEFORE COMMENCING CONSTRUCTION.
- 25. SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREAS SHOWN ON THE CONSTRUCTION PLANS. THE SIDEWALK SHALL BE CONSTRUCTED OF 4" THICK CONCRETE WITH A 28-DAY COMPRESSION STRENGTH OF 3000 PSI. JOINTS SHALL BE EITHER TOOLED OR SAW CUT AT EVERY A DISTANCE EQUAL TO THE WIDTH OF THE SIDEWALK.
- 26. CURBING SHALL BE CONSTRUCTED WHERE NOTED ON THE CONSTRUCTION PLANS. CONCRETE FOR CURBS SHALL BE A FLA. DEPARTMENT OF TRANSPORTATION CLASS "1" CONCRETE WITH A 28-DAY COMPRESSION STRENGTH OF 3000 PSI. ALL CURBS SHALL HAVE SAW CUT CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 5' - 0" ON CENTER. CONSTRUCTION OF CURBS SHALL BE IN CONFORMANCE WITH F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 520 AND DETAILS PROVIDED ON THE CONSTRUCTION PLANS.
- 27. CONTRACTOR TO SAW-CUT AREAS WHERE PAVEMENT OR CURBING OR CONCRETE, ETC. IS TO BE REMOVED.
- 28. AT LEAST TWO WEEKS PRIOR TO FINAL COMPLETION, THE CONTRACTOR SHALL FURNISH THE ENGINEER COPIES OF AS-BUILT PLANS OF THE ENTIRE SITE DELINEATING ALL CHANGES. IF ANY. TO THESE CONSTRUCTION PLANS. THE AS-BUILT PLANS COULD BE PROVIDED AS "RED-LINED" SET WITH A STATEMENT OF VERIFICATION OR BY A REGISTERED SURVEYOR.
- 29. ALL STORMWATER PIPE JOINTS WILL BE WRAPPED WITH FILTER FABRIC REGARDLESS OF MATERIAL.
- 30. ALL WORK SHALL CONFORM TO THE LATEST VOLUSIA COUNTY UTILITY & STREET SPECIFICATIONS.

## SANITARY SEWER AND WATER SYSTEM NOTES:

- 1. ALL PVC PRESSURE SYSTEMS SHALL BE LOCATED WITH METAL WIRE ACCORDING TO THE VOLUSIA COUNTY STANDARD DETAIL FOR MARKING A PRESSURIZED MAIN.
- 2. A MINIMUM THREE (3) FOOT COVER SHALL BE MAINTAINED OVER ALL PROPOSED UTILITY LINES.
- 3. ALL PVC PIPE SHALL COMFORM TO ASTM 1785 & ASTM 2241.

## WATER DISTRIBUTION NOTES:

- 1. ALL P.V.C. WATER MAINS SHALL BE IN ACCORDANCE WITH AWWA STD. C900, MIN. WORKING PRESSURE OF 150 P.S.I. AND A DIMENSION RATIO (DR) OF 18
- 2. ALL DUCTILE IRON WATER MAINS SHALL BE IN ACCORDANCE WITH ANSI/AWWA A21.51/C151 CLASS 50 PIPE.
- 3. HYDROSTATIC AND LEAKAGE TESTING SHALL BE PERFORMED ON ALL NEWLY INSTALLED WATER MAINS AND APPURTENANCES. THE TEST SHALL BE IN ACCORDANCE WITH AWWA C600 OR M23 AS APPLICABLE.
- 4. THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C651.
- 5. ALL P.V.C. PIPE MUST BEAR THE NSF LOGO FOR POTABLE WATER USE.

## PIPE SPECIFICATIONS:

## PVC PIPE

ALL PVC PIPE OF NOMINAL DIAMETER SIX (6) THROUGH TWELVE (12) INCHES SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C900, LATEST EDITION. THE PVC PIPE SHALL HAVE A MINIMUM WORKING PRESSURE RATING OF 150 psi AND SHALL HAVE A DIMENSION RATION (DR) OF 18. PIPE SHALL BE THE SAME O.D. AS DUCTILE IRON PIPE. PVC PIPE OF NOMINAL DIAMETER FOR (4) INCHES SHALL BE POLYTUBING.

## MARKINGS

ALL PVC PIPE USED FOR POTABLE WATER USE WILL BEAR THE NSF LOGO.

## DISINFECTION

BEFORE THE POTABLE WATER SYSTEM IS PLACED IN SERVICE, ALL WATER MAINS SHALL BE CHLORINATED IN ACCORDANCE WITH THE VOLUSIA COUNTY STANDARDS AND SPECIFICATIONS, AND THE PROCEDURES OUTLINED IN AWWA C-651 STANDARD PROCEDURE FOR DISINFECTING WATER MAINS.

## PRESSURE TESTS

ALL NEWLY-INSTALLED WATER DISTRIBUTION PIPE AND APPURTENANCES SHALL HAVE HYDROSTATIC TESTS CONDUCTED ON THEM. THE TESTS SHALL BE PRESSURE TESTS AND LEAKAGE TESTS DONE IN ACCORDANCE WITH VOLUSIA COUNTY STANDARDS AND SPECIFICATIONS, ALSO COVERING ALL PROVISIONS OF AWWA C600.

## Utility Separation — Vertical Clearance

- 1. Where water and gravity sanitary sewer mains cross with less than 12 inches vertical clearance, or the sanitary sewer main is above the water main, then the sanitary sewer will be 20 feet, centered on the point of crossing, of either:
- A. ductile iron pipe and hydrostatically pressure tested, or; B. concrete encased vitrified clay; or C. PVC pipe upgraded to water main standards and pressure tested.
- 2. Where water mains and storm sewer pipes cross with less than 12 inches vertical clearance, or the storm main is above the water main, then the water main shall be 20 feet of ductile iron pipe centered on the point of crossing.

## <u>Utility Separation - Horizontal Separation</u>

- 3. When a water main parallels a gravity sanitary sewer main, a separation (measured edge to edge) of at least ten feet should be maintained. Where this separation is not met, one of the following must occur:
- A. the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the
- water main is at least 12 inches above the top of the sewer, or; B. if both sanitary sewer and potable water mains are proposed and the above (A) is not met, the sanitary sewer pipes shall be upgraded to the equivalent pipe material as the water main and pressure tested.
- C. if the sanitary sewer is existing and the potable water main is proposed, the water main shall, at a minimum, be upgraded to ductile iron pipe, constructed in separate trenches, laid at a higher elevation than the sanitary sewer, and utilize staggered joints.
- 4. Where water mains parallel storm sewer pipes with less than 10 feet horizontal clearance, the water main shall be AWWA C150/C151 ductile iron in those locations.
- 5. Separation requirements of 10 feet horizontal and 12 inches vertical clearance between force mains and potable water mains must be maintained unless approved in advance by the Department.
- 6. Where water mains and unrestricted access reuse pipes cross with less than 12 inches vertical clearance or 3 feet horizontal clearance, the unrestricted access reuse main shall be upgraded and hydrostatically tested in the same manner as gravity sanitary sewer mains (see A. above).
- 7. Separation requirements between potable water mains and any type of reuse mains other than unrestricted access reuse is 10 feet horizontal and 12 inches vertical clearance, with mitigation allowed when approved in advance by the Department.

## **NOTES:**

- ALL SITE AND UTILITY CONSTRUCTION SHALL CONFORM TO THE VOLUSIA COUNTY ENGINEERING STANDARDS MANUAL, LAND DEVELOPMENT CODE AND COUNTY DETAILS.
- 2. IF THERE ARE ANY CONFLICTS BETWEEN THE COUNTY STANDARDS AND STANDARDS IN THE GENERAL NOTES, THE MOST STRINGENT STANDARD SHALL BE FOLLOWED.
- STORM DRAINAGE STRUCTURES AND PIPES INSTALLED FOR THIS PROJECT SHALL BE INSPECTED AND ACCEPTED BY THE ENGINEER OF RECORD AND THE CITY ENGINEER PRIOR TO FINAL PAVING OR SURFACE RESTORATION. PRIOR TO FINAL ACCEPTANCE, STORM PIPES INSTALLED FOR THIS PROJECT SHALL BE INSPECTED USING A CLOSED-CIRCUIT TELEVISION (CCTV) CAMERA. THE CCTV INSPECTION SHALL BE COMPLETED BY A FIRM WITH PERSONNEL THAT SPECIALIZES IN THIS TYPE OF WORK AND MUST BE APPROVED BY THE ENGINEER OF RECORD BEFORE FINAL ACCEPTANCE OF THE PROJECT.

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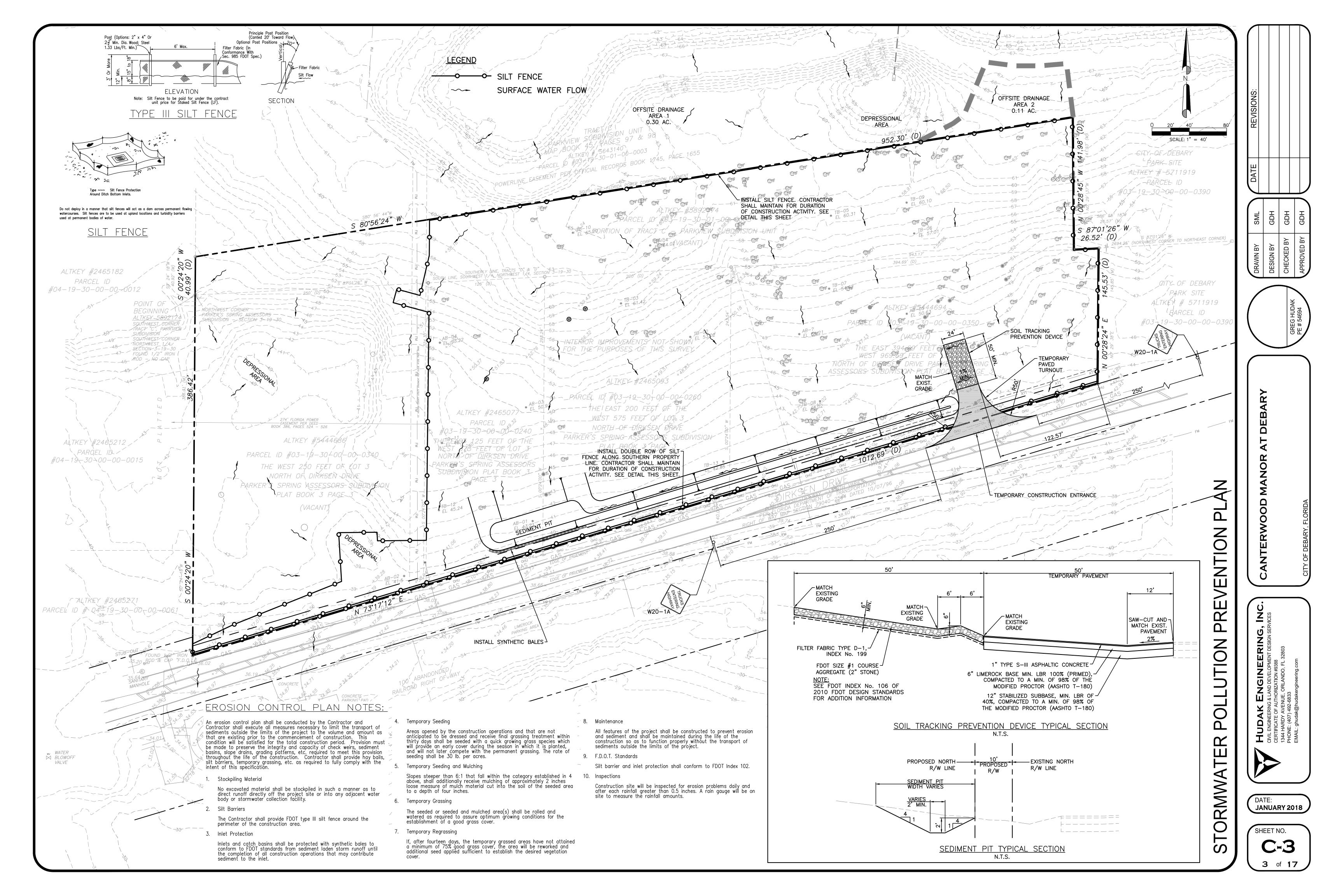
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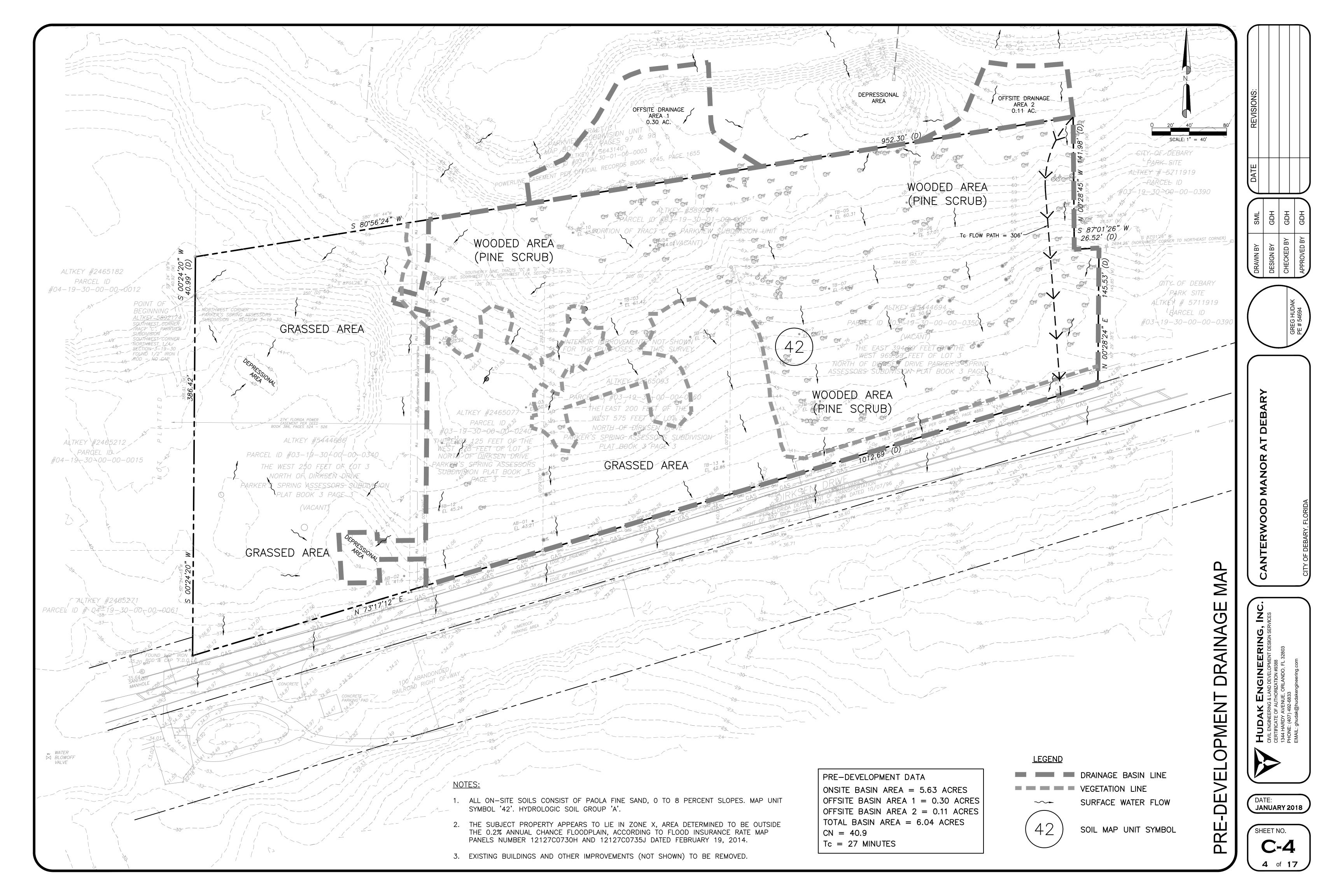
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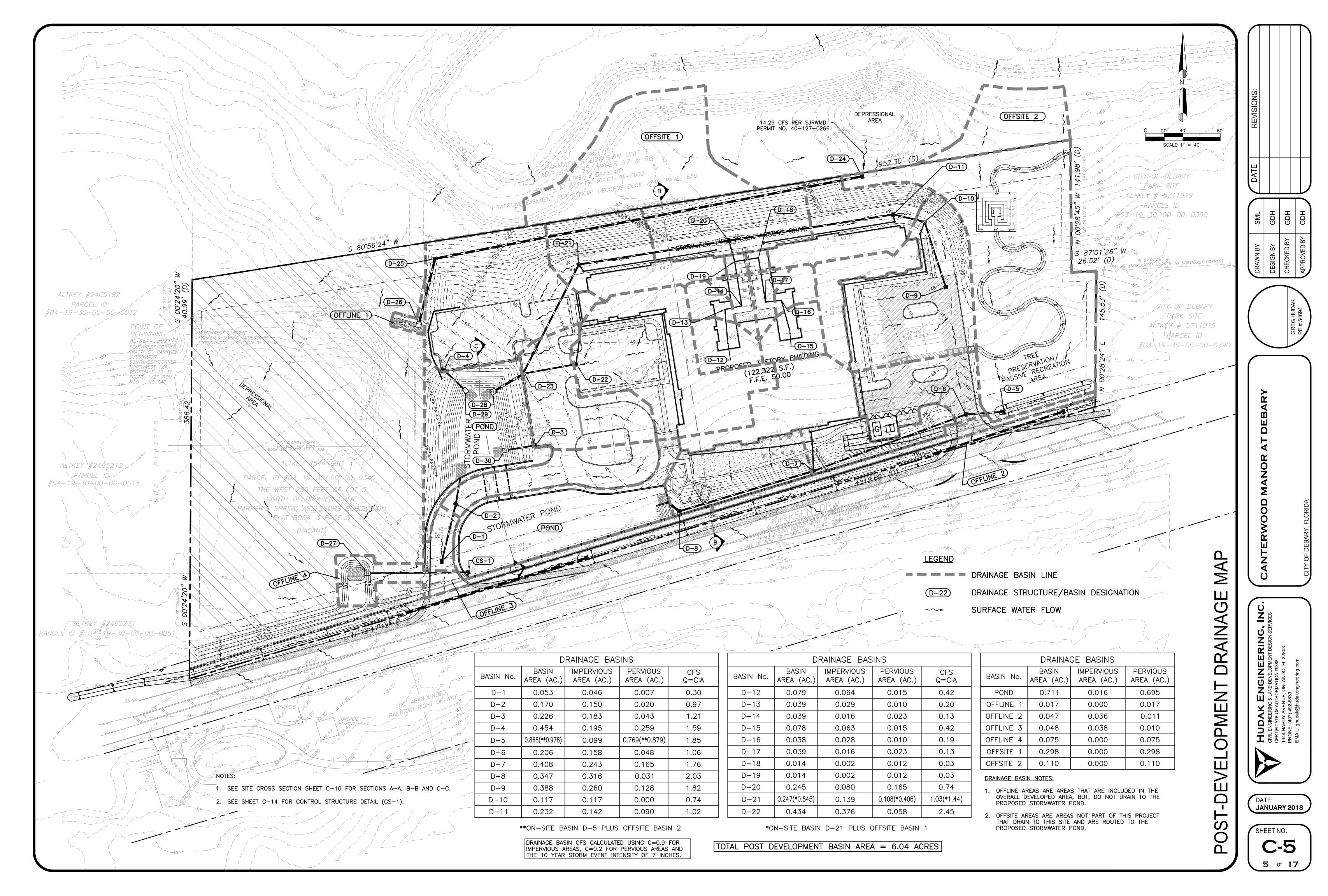
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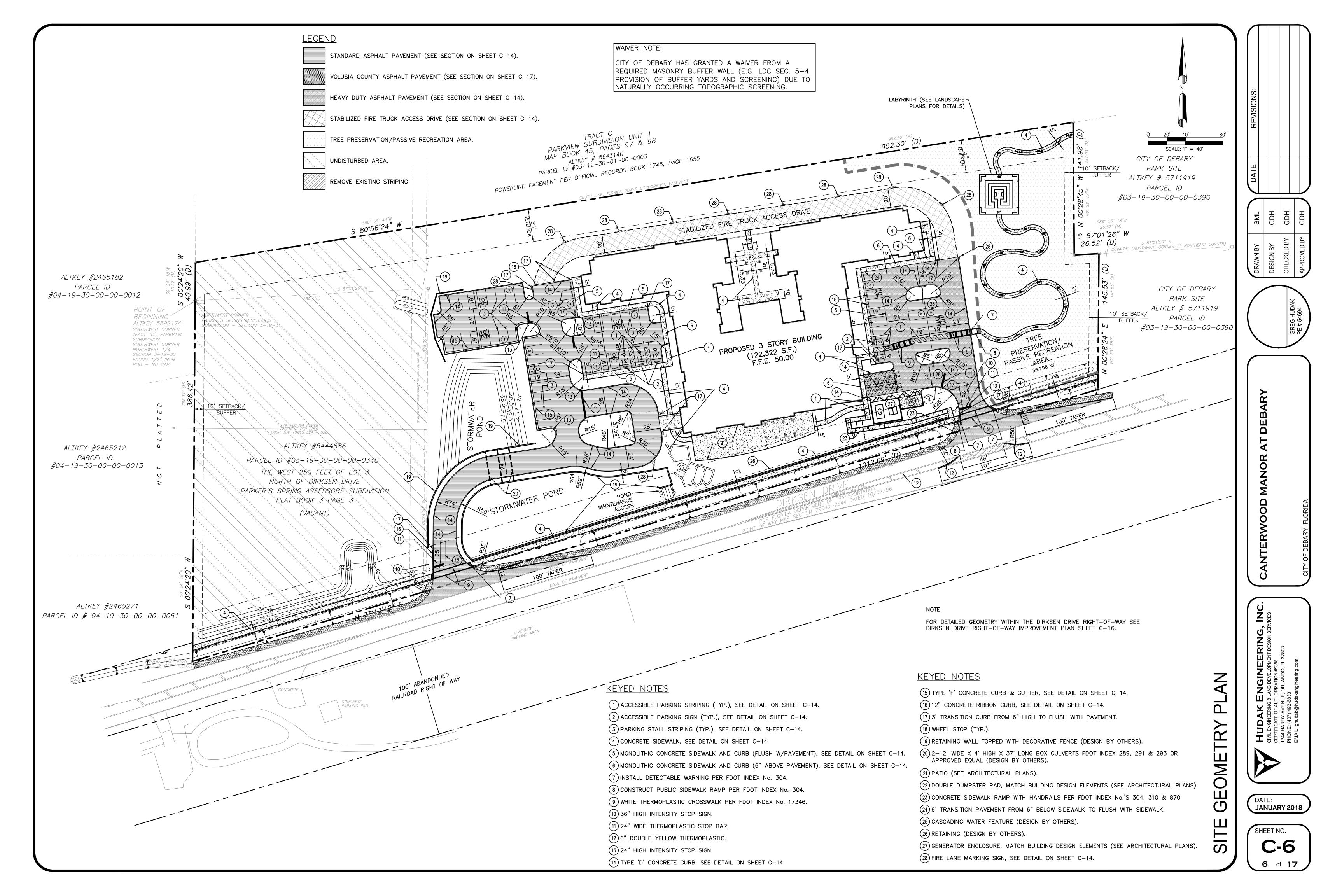
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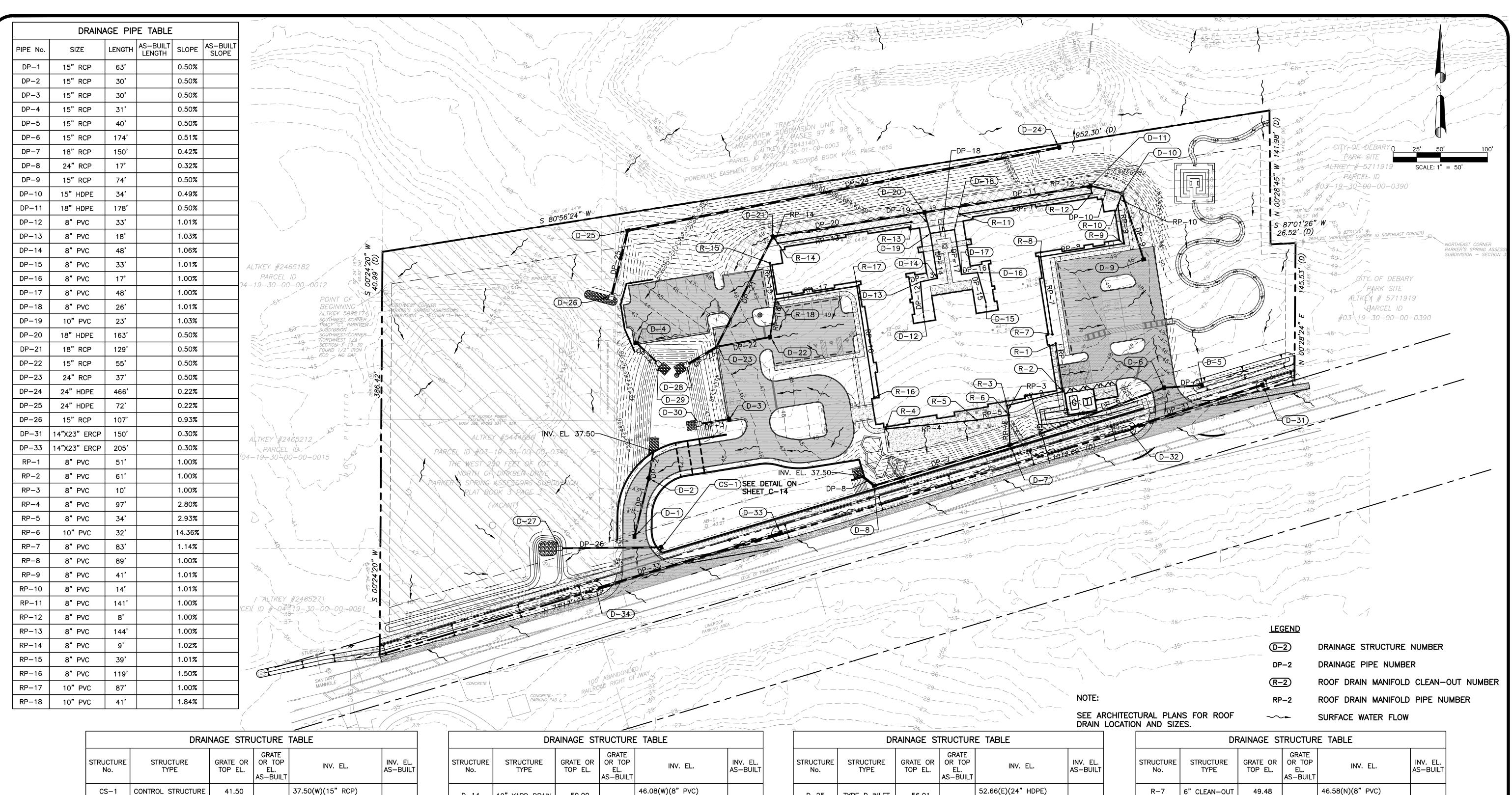












	DRAII	NAGE STRU	JCTURE	TABLE	
RE	STRUCTURE TYPE	GRATE OR TOP EL.	GRATE OR TOP EL. AS-BUILT	INV. EL.	INV. EL. AS-BUILT
	CONTROL STRUCTURE	41.50		37.50(W)(15" RCP)	
	TYPE C INLET	40.75		37.97(N)(15" RCP)	
	TYPE C INLET	43.07		37.65(S)(15" RCP) 37.65(N)(15" RCP)	
	TYPE C INLET	44.99		37.65(W)(15" RCP)	
	TYPE C INLET	41.53		37.66(SE)(15" RCP)	
	TYPE C INLET	41.65		39.27(W)(15" RCP)	
	TYPE C INLET	42.61		39.07(E)(15" RCP) 39.07(W)(15" RCP)	
	TYPE C INLET	41.50		38.19(E)(15" RCP) 38.50(N)(10" PVC) 38.19(W)(18" RCP)	
	TYPE C INLET	41.51		37.55(E)(18" RCP) 37.55(NW)(24" RCP)	
	TYPE C INLET	47.66		44.14(N)(15" RCP)	
	TYPE P-8 M.H.	48.76		43.77(S)(15" RCP) 44.19(S)(8" PVC) 43.77(W)(15" HDPE)	
	TYPE C INLET	48.61		43.60(E)(15" HDPE) 45.07(S)(8" PVC) 43.60(W)(18" HDPE)	
	12" YARD DRAIN	50.00		46.60(N)(8" PVC)	

46.27(S)(8" PVC) 46.27(E)(8" PVC)

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12" YARD DRAIN

50.00

	DR	AINAGE ST	RUCTURE	TABLE	
STRUCTURE No.		GRATE OR TOP EL.	GRATE OR TOP EL. AS-BUILT	INV. EL.	INV. EL.
D-14	12" YARD DRAIN	50.00		46.08(W)(8" PVC) 46.08(N)(8" PVC)	
D-15	12" YARD DRAIN	50.00		46.81(N)(8" PVC)	
D-16	12" YARD DRAIN	50.00		46.48(S)(8" PVC) 46.48(W)(8" PVC)	
D-17	12" YARD DRAIN	50.00		46.31(E)(8" PVC) 46.31(N)(8" PVC)	
D-18	12" YARD DRAIN	50.00		45.83(S)(8" PVC) 45.83(W)(8" PVC)	
D-19	12" YARD DRAIN	50.00		45.57(S)(8" PVC) 45.57(E)(8" PVC) 45.40(N)(10" PVC)	
D-20	TYPE C INLET	48.61		42.71(E)(18" HDPE) 45.16(S)(10" PVC) 42.46(W)(18" HDPE)	
D-21	TYPE C INLET	48.69		41.65(E)(18" HDPE) 45.00(SE)(8" PVC) 38.33(SW)(18" RCP)	
D-22	TYPE C INLET	48.24		43.87(N)(10" PVC) 37.96(W)(15" RCP)	
D-23	TYPE P-8 M.H.	46.08		37.69(NE)(18" RCP) 37.69(E)(15" RCP) 37.69(SW)(24" RCP)	
D-24	TYPE C INLET	59.50		53.68(W)(24" HDPE)	

					DRAIN		
	DRAINAGE STRUCTURE TABLE						
STRUCTURE No.	STRUCTURE TYPE	GRATE OR TOP EL.	GRATE OR TOP EL. AS-BUILT	INV. EL.	INV. EL. AS-BUILT		
D-25	TYPE D INLET	56.01		52.66(E)(24" HDPE) 52.66(S)(24" HDPE)			
D-26	24" M.E.S.	55.15		52.50(N)(24" HDPE)			
D-27	15" M.E.S.	37.94		36.50(E)(15" RCP)			
D-28	24" M.E.S.	39.75		37.50(NE)(24" RCP)			
D-29	15" M.E.S.	38.94		37.50(NW)(15" RCP)			
D-30	15" M.E.S.	38.94		37.50(E)(15" RCP)			
D-31	TYPE C INLET	41.75		38.66(W)(14"X23" ERCP)			
D-32	14"X23" MES	39.71		38.21(E)(14"X23" ERCP)			
D-33	TYPE C INLET	37.70		35.26(W)(14"X23" ERCP)			
D-34	14"X23" MES	36.14		34.64(E)(14"X23" ERCP)			
R-1	6" CLEAN-OUT	49.82		44.31(S)(8" PVC)			
R-2	6" CLEAN-OUT	49.90		43.80(N)(8" PVC) 43.80(W)(8" PVC)			
R-3	6" CLEAN-OUT	49.84		43.19(E)(8" PVC) 43.19(S)(8" PVC)			
R-4	6" CLEAN-OUT	49.94		46.82(E)(8" PVC)			
R-5	6" CLEAN-OUT	49.85		44.10(W)(8" PVC) 44.10(E)(8" PVC)			
R-6	6" CLEAN-OUT	49.80		43.09(N)(8" PVC) 43.09(W)(8" PVC) 43.09(S)(10" PVC)			

	DF	RAINAGE S	TRUCTUR	E TABLE	
STRUCTURE No.	STRUCTURE TYPE	GRATE OR TOP EL.	GRATE OR TOP EL. AS-BUILT	INV. EL.	INV. EL. AS-BUILT
R-7	6" CLEAN-OUT	49.48		46.58(N)(8" PVC)	
R-8	6" CLEAN-OUT	49.50		45.63(S)(8" PVC) 45.63(E)(8" PVC)	
R-9	6" CLEAN-OUT	49.54		44.74(W)(8" PVC) 44.74(N)(8" PVC)	
R-10	6" CLEAN-OUT	49.66		44.33(S)(8" PVC) 44.33(N)(8" PVC)	
R-11	6" CLEAN-OUT	49.40		46.56(E)(8" PVC)	
R-12	6" CLEAN-OUT	49.32		45.15(W)(8" PVC) 45.15(N)(8" PVC)	
R-13	6" CLEAN-OUT	49.36		46.52(W)(8" PVC)	
R-14	6" CLEAN-OUT	49.35		45.09(E)(8" PVC) 45.09(NW)(8" PVC)	
R-15	6" CLEAN-OUT	49.58		46.90(S)(8" PVC)	
R-16	6" CLEAN-OUT	49.50		47.28(N)(8" PVC)	
R-17	6" CLEAN-OUT	49.50		45.49(S)(8" PVC) 45.49(W)(10" PVC)	
R-18	6" CLEAN-OUT	49.52		46.51(N)(8" PVC) 44.62(E)(10" PVC) 44.62(S)(10" PVC)	

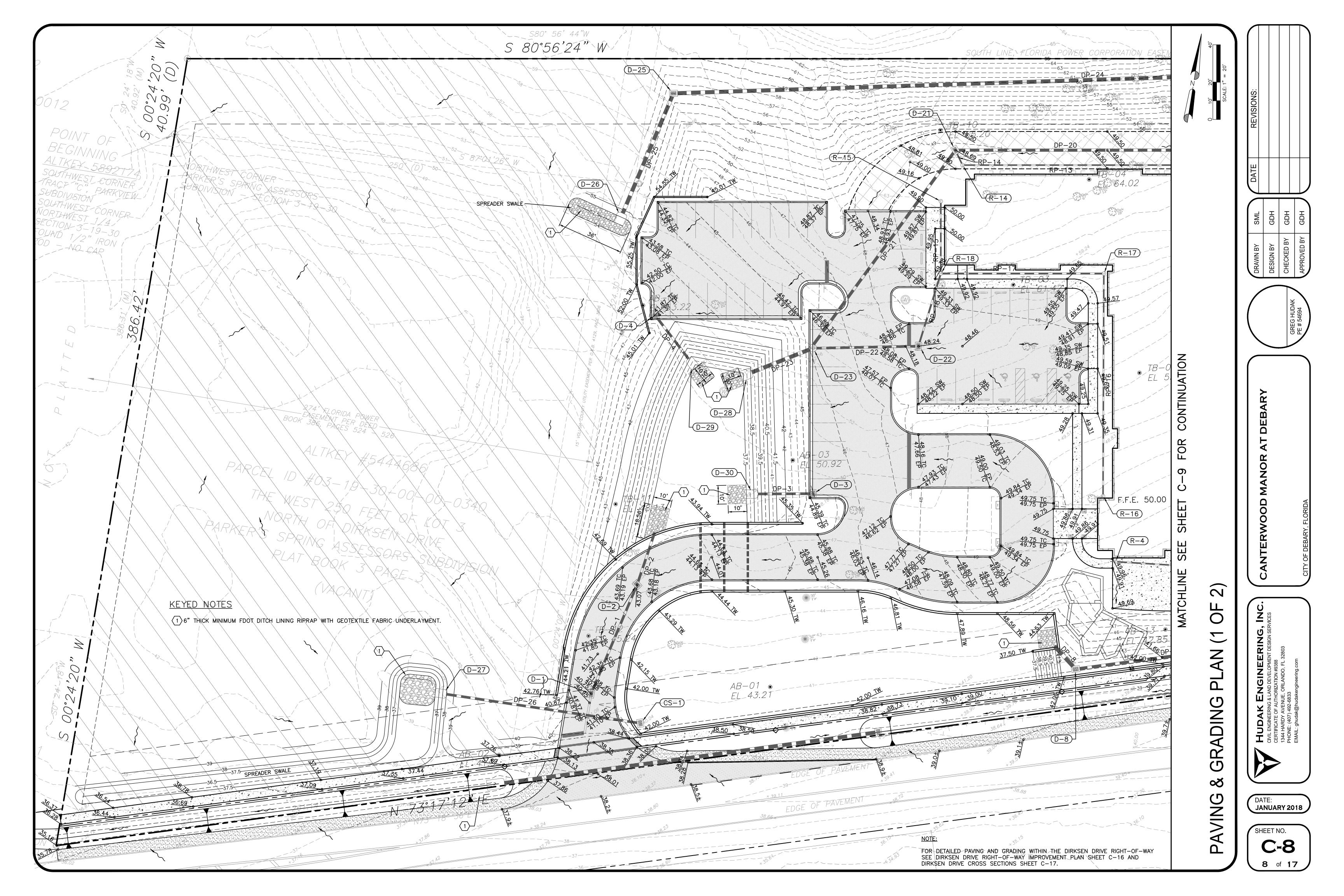
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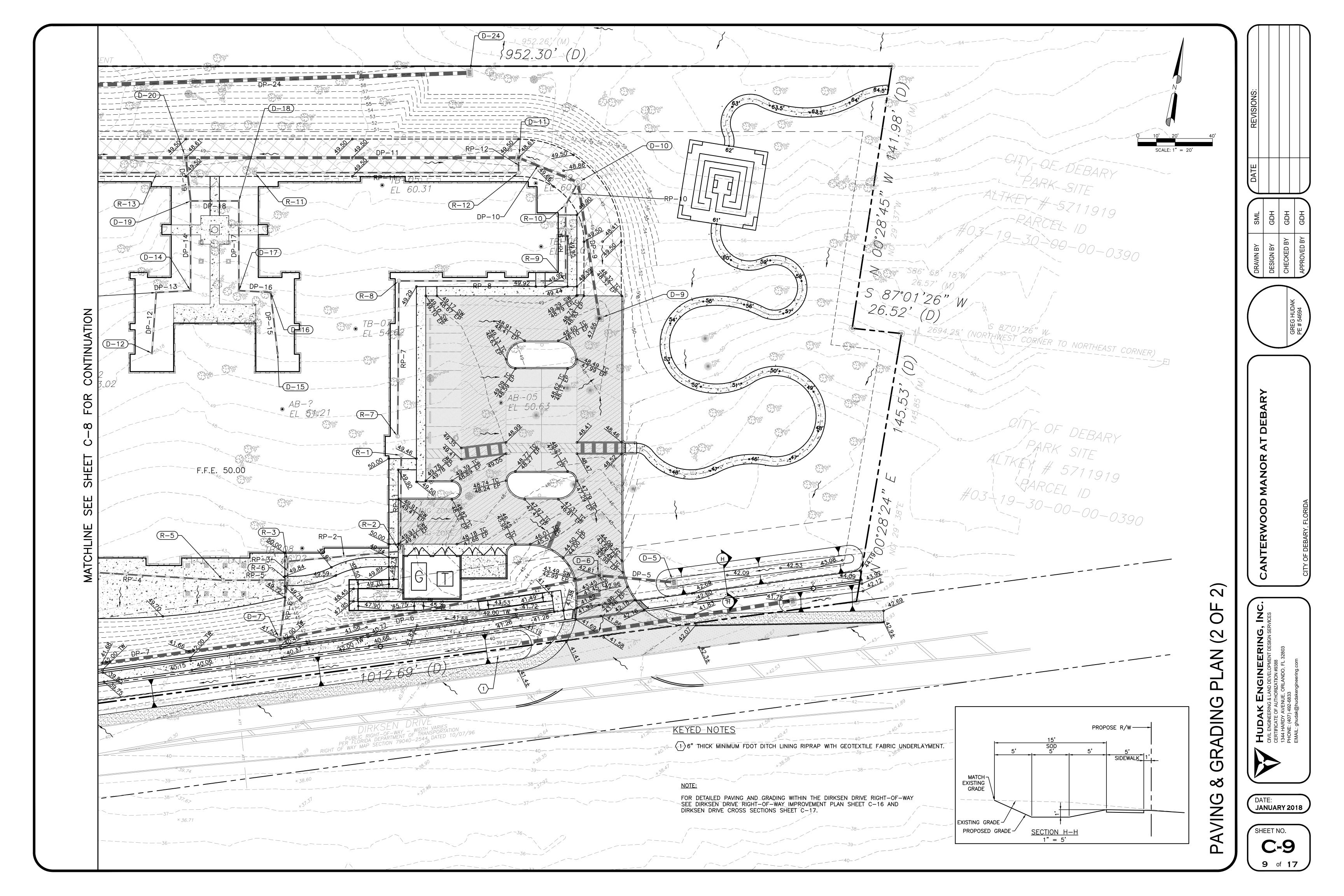
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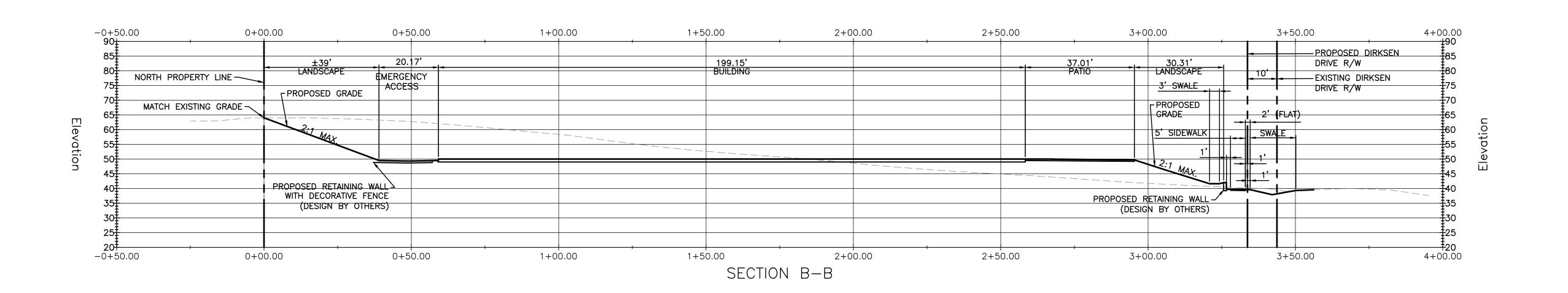
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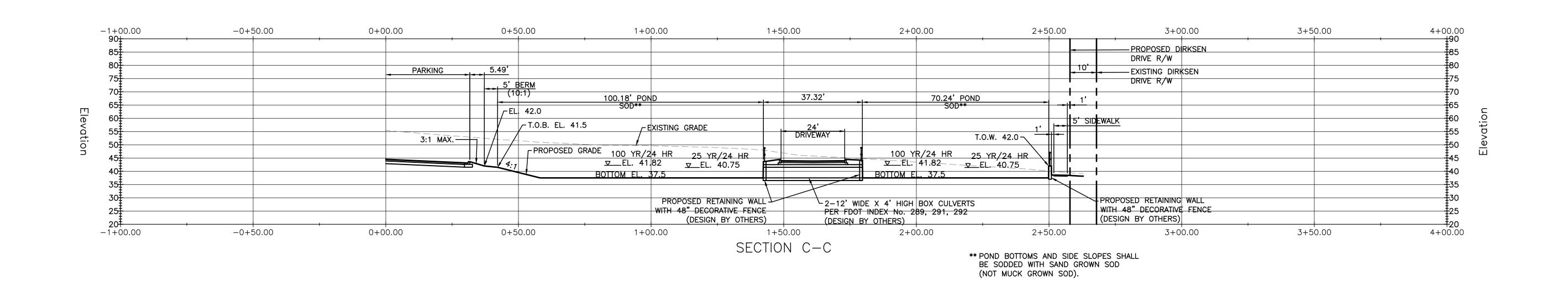






## SECTION A-A OMITTED





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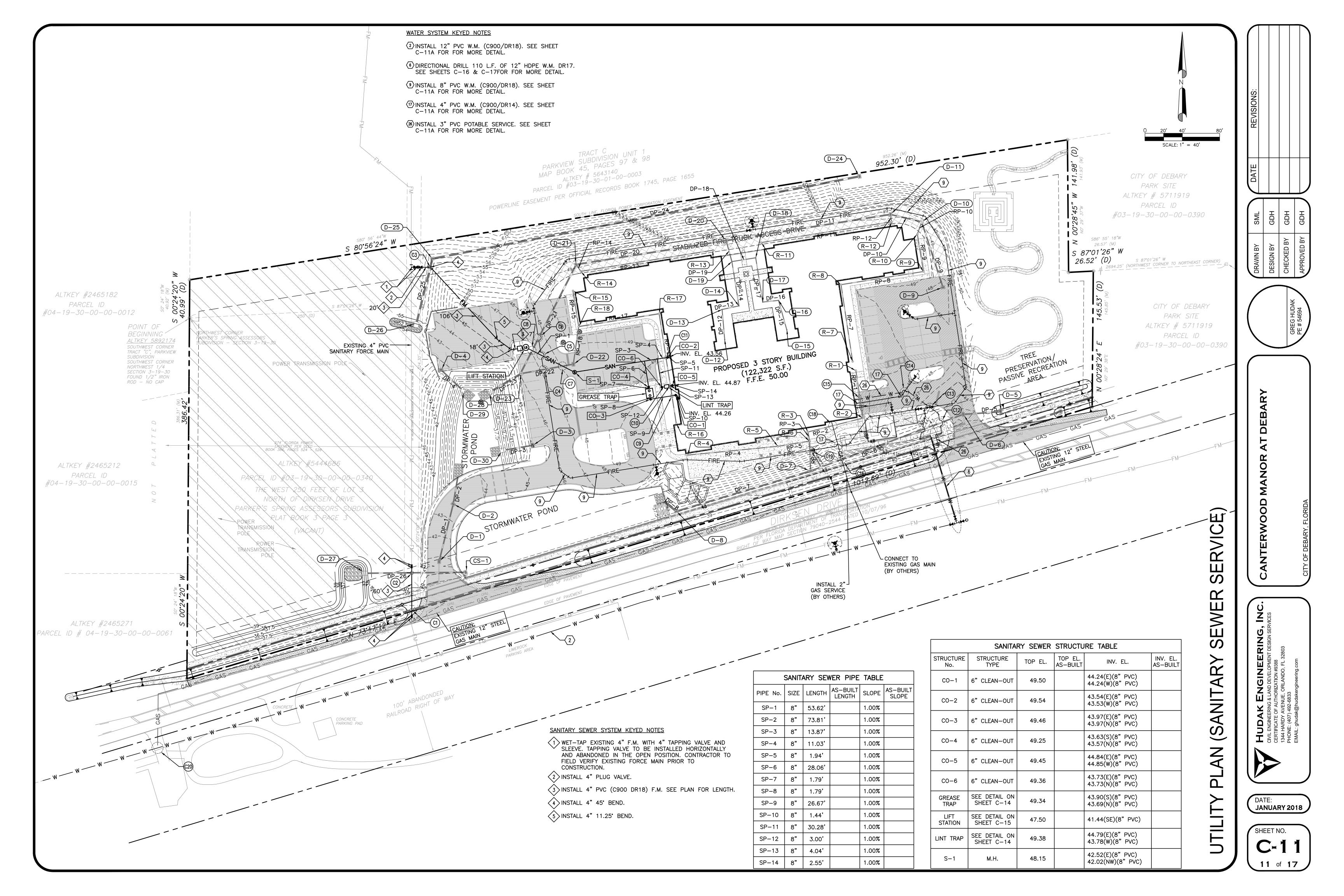
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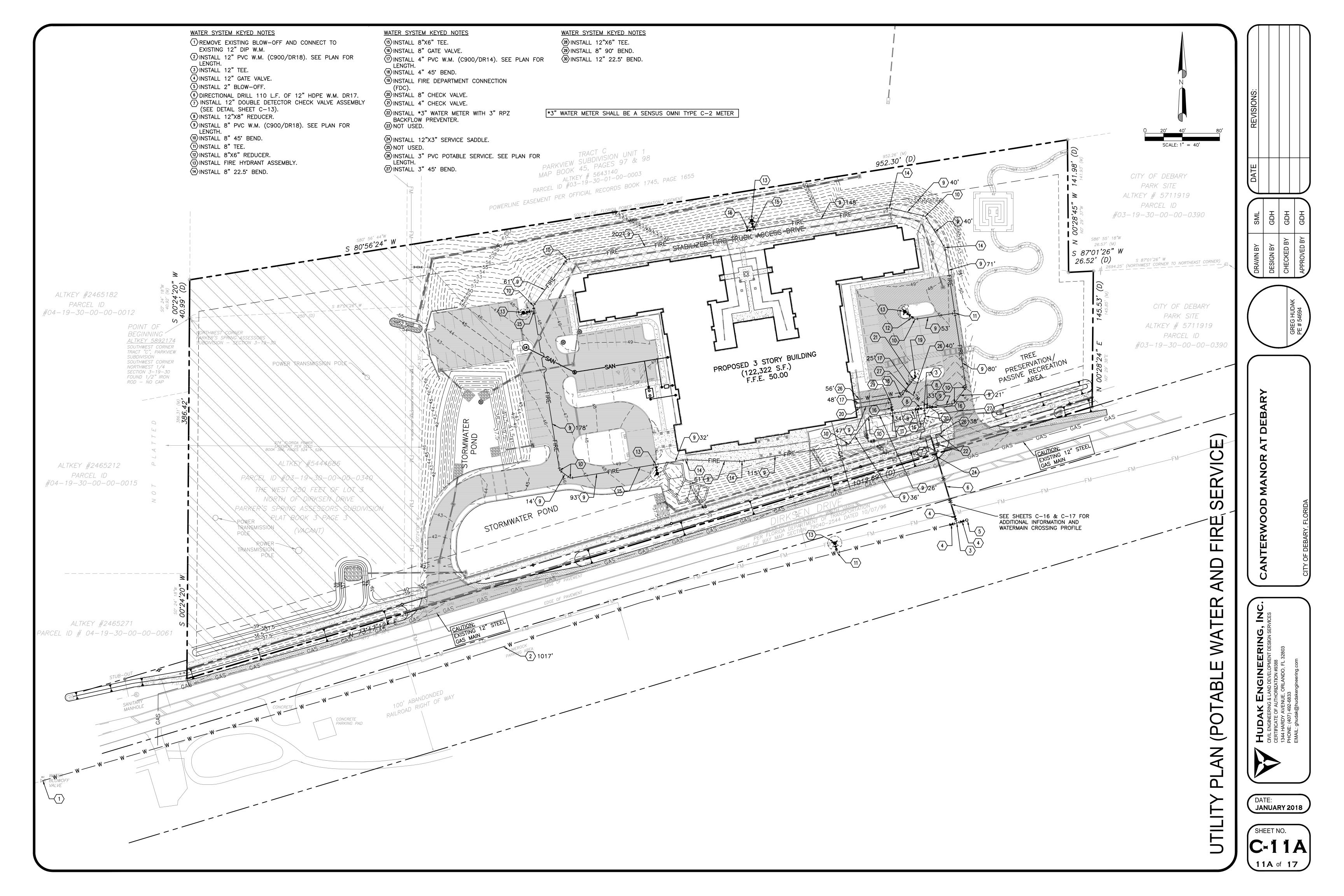
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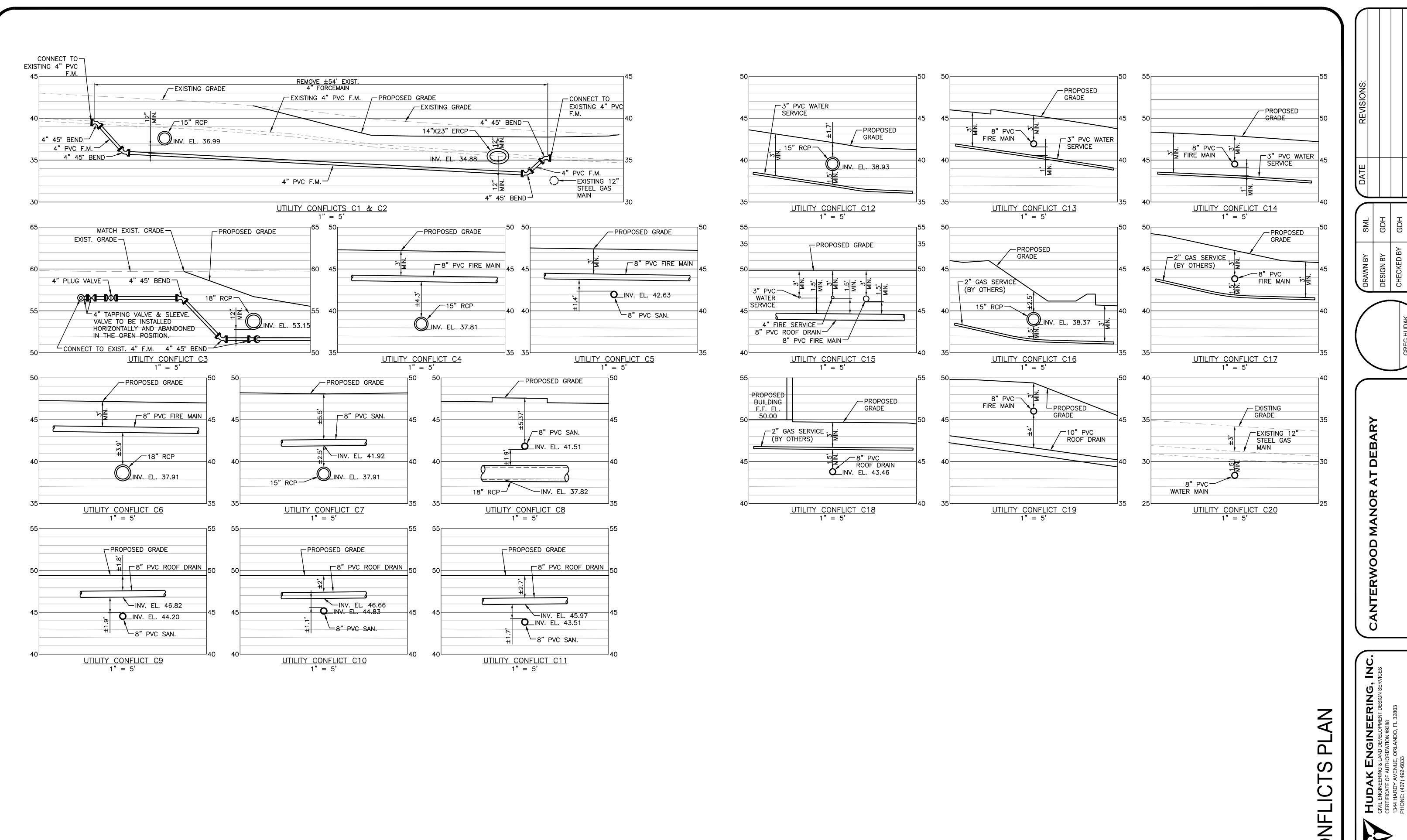
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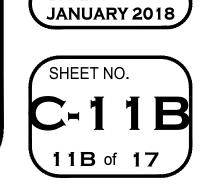
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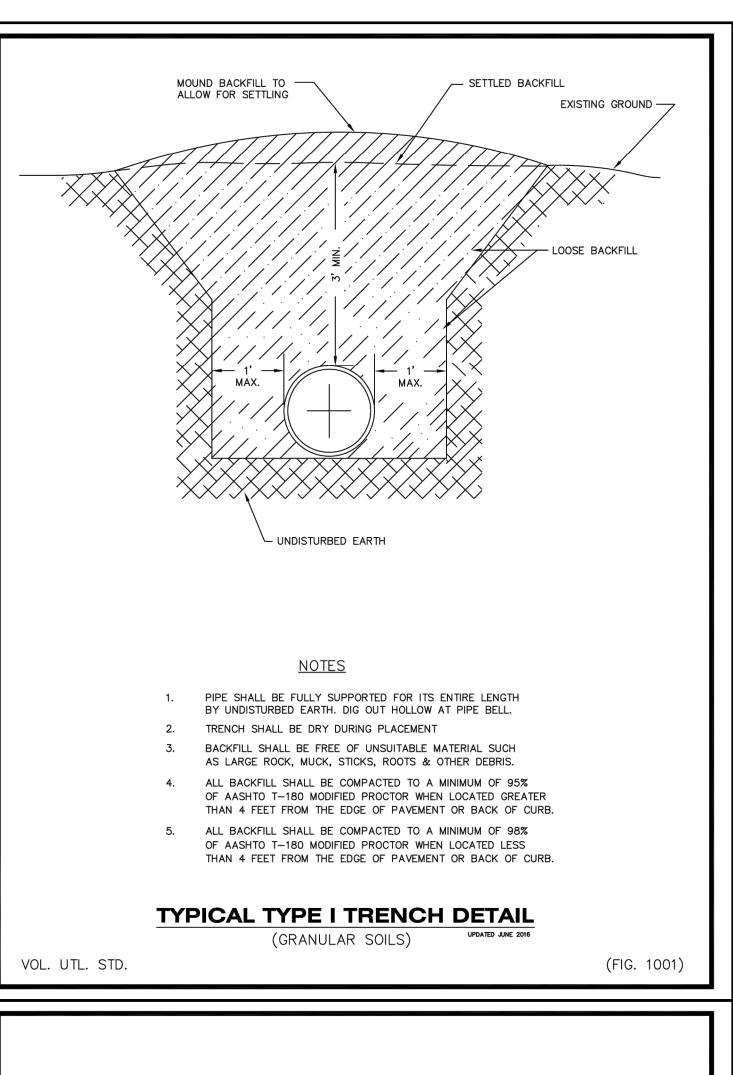


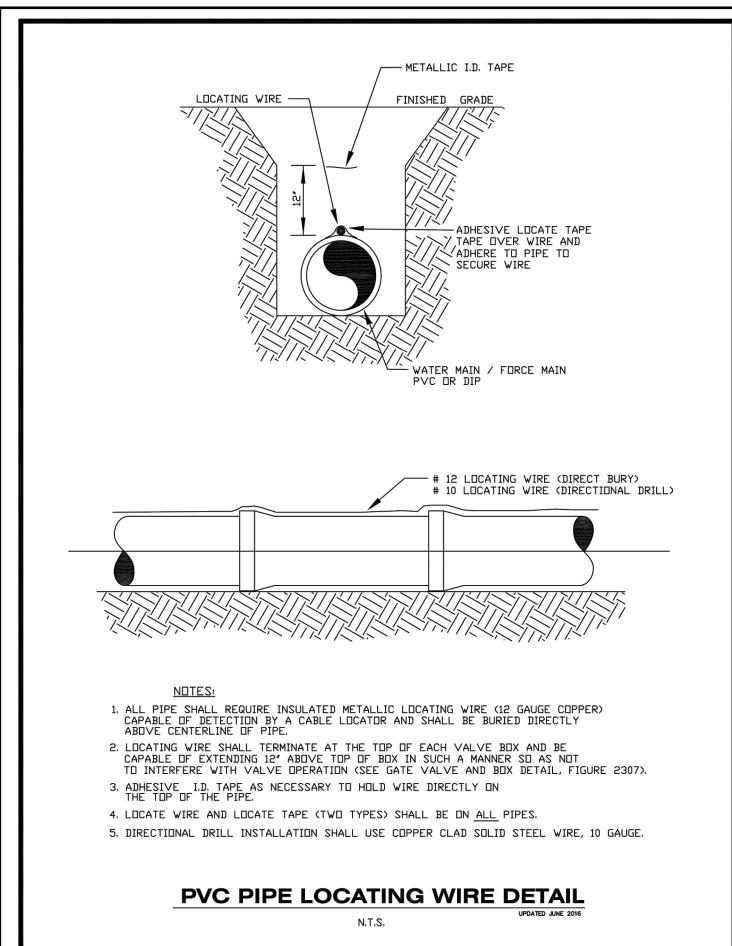




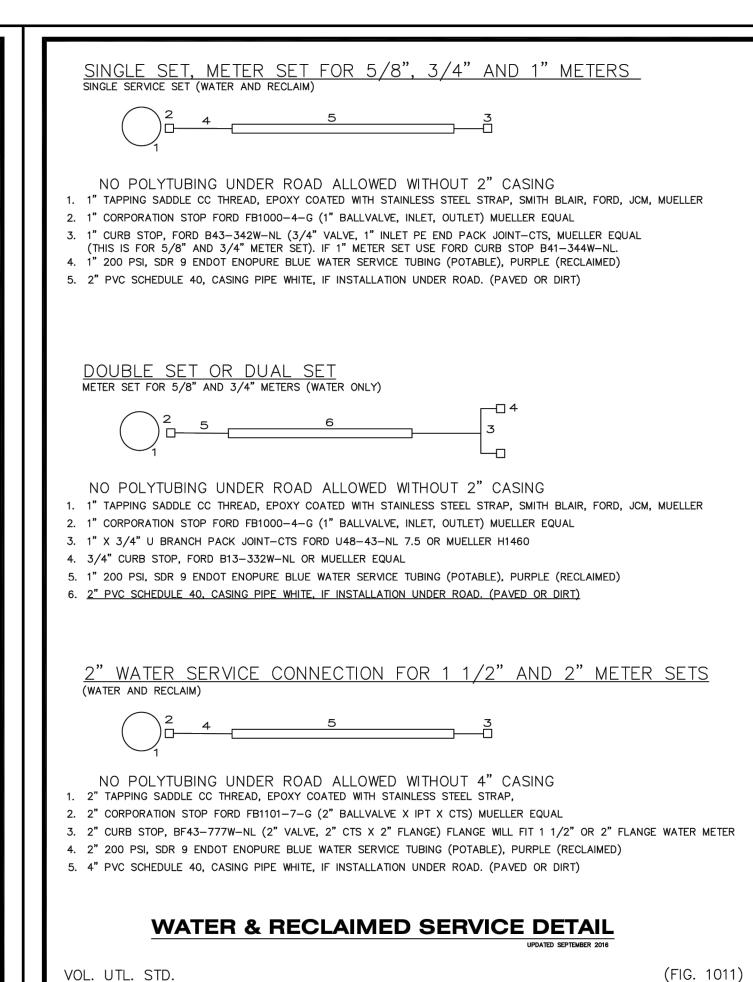


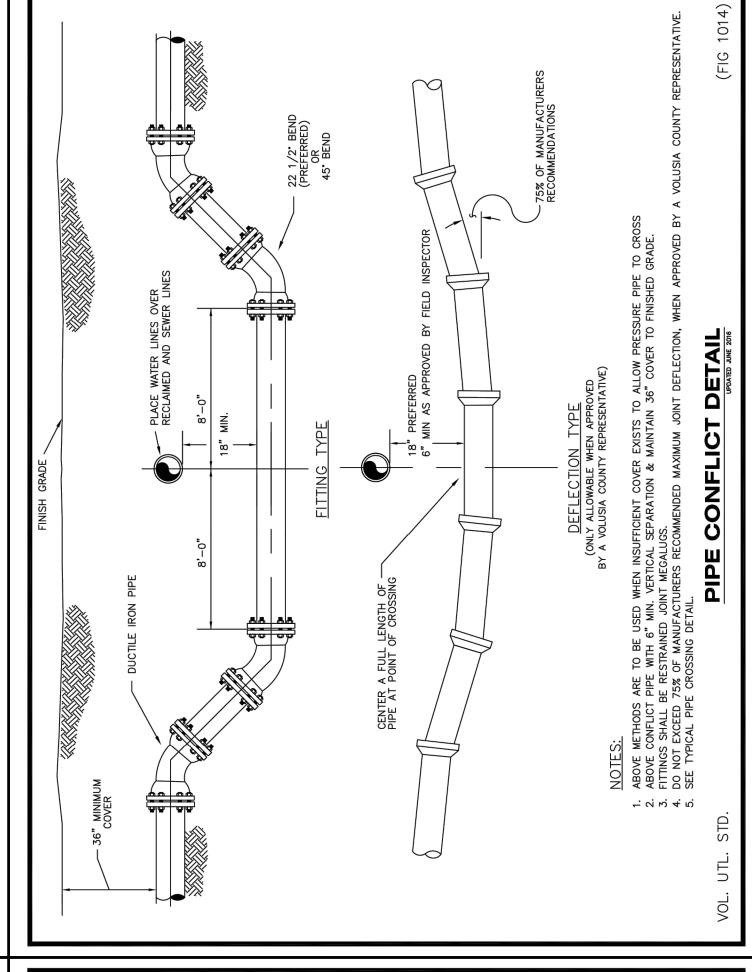


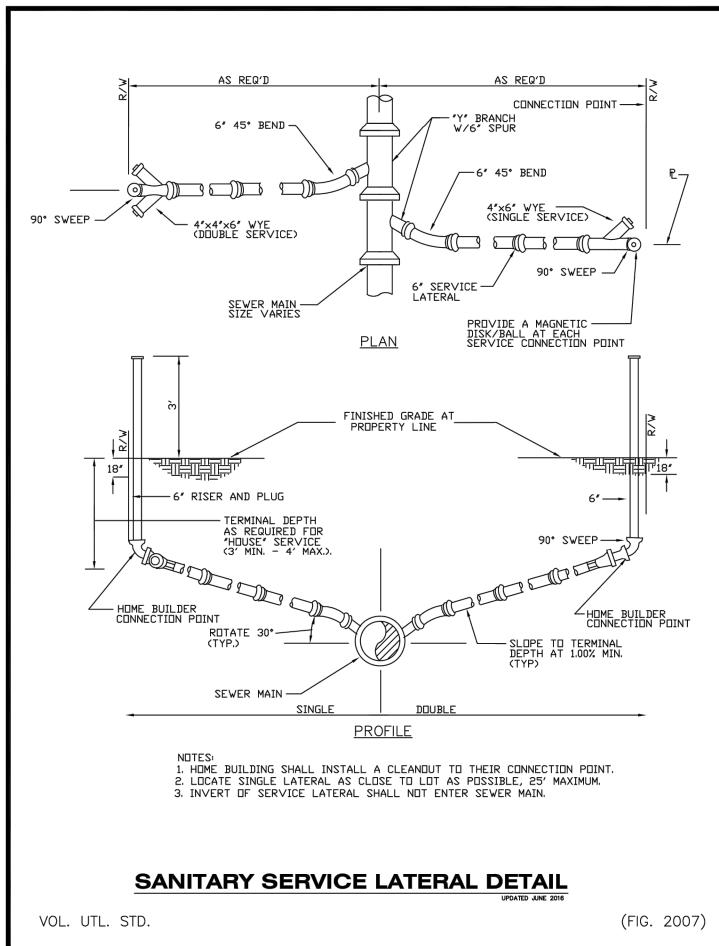


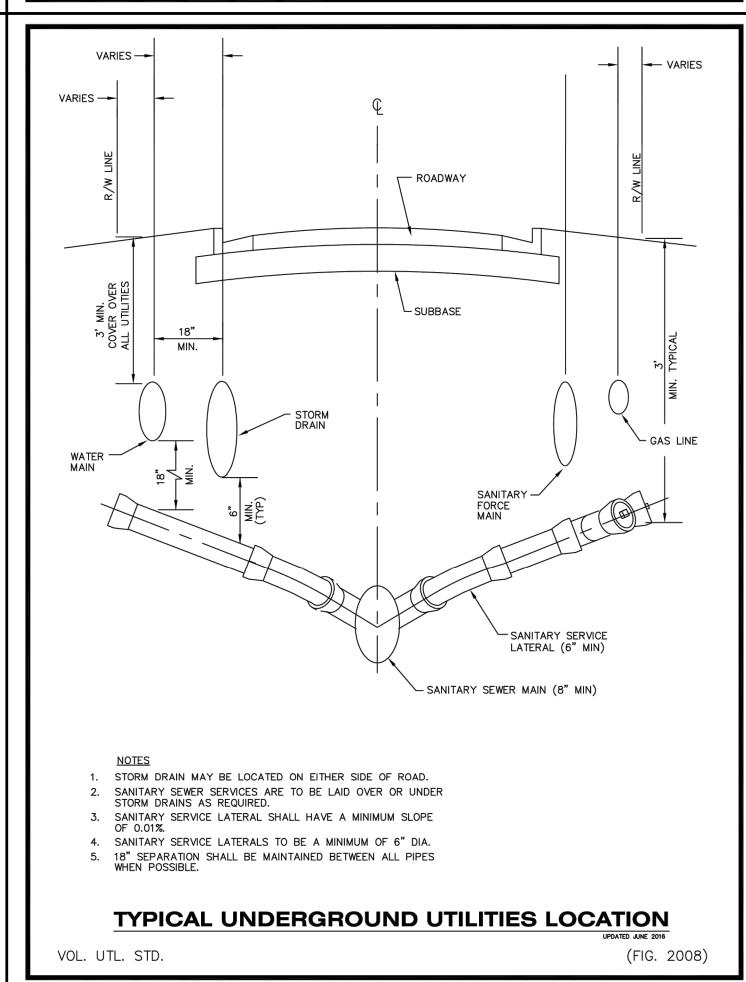


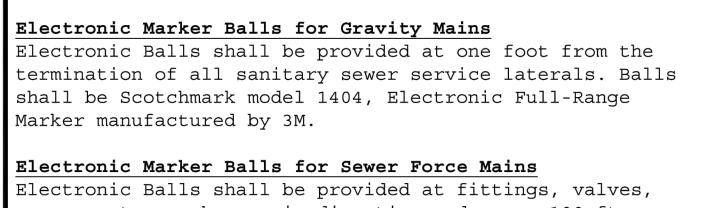
VOL. UTL. STD.











Electronic Balls shall be provided at fittings, valves, crosses, tees, changes in direction and every 100-ft on straight sections of pipe. Balls shall also be provided at the termination of sewer services. Electronic marker Balls shall be Scotchmark model 1404, Electronic Full-Range Marker Balls manufactured by 3M.

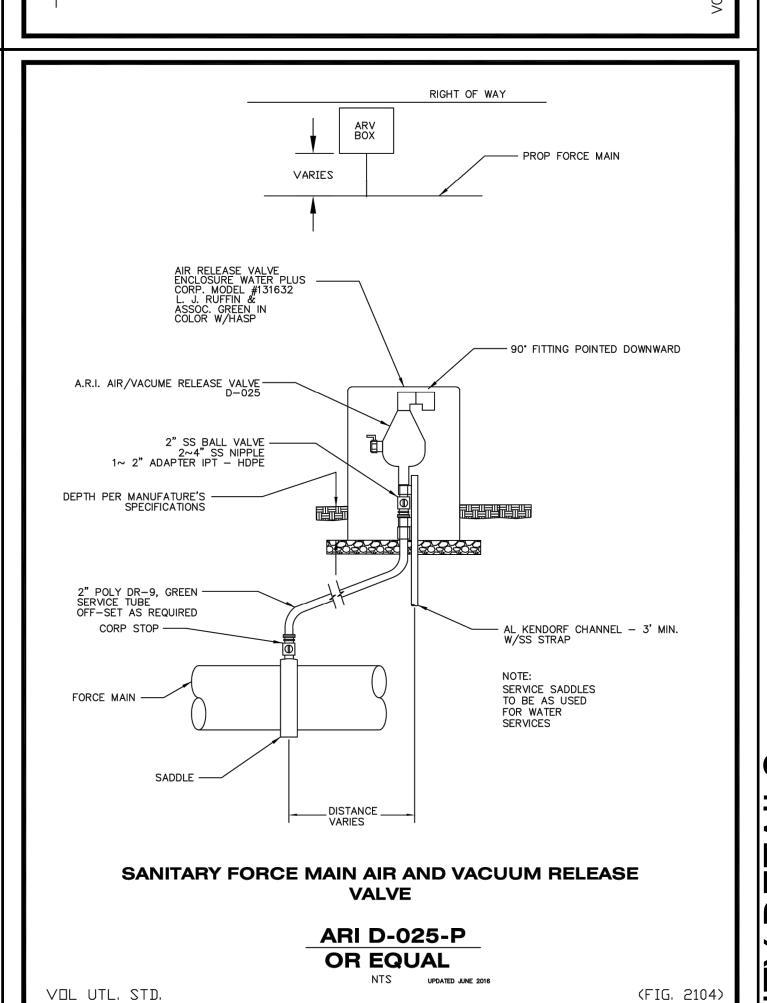
Electronic Marker Balls for Potable Water Mains
Electronic Balls shall be provided at fittings, valves,
crosses, tees, changes in direction and every 100-ft on
straight sections of pipe. Balls shall also be provided at
the termination of water services. Balls shall be
Scotchmark model 1403, Electronic Full-Range Marker Balls
manufactured by 3M.

Electronic Marker Balls for Reclaimed Water Mains
Electronic Balls shall be at fittings, valves, crosses,
tees, changes in direction and every 100-ft on straight
sections of pipe. Balls shall also be provided at the
termination of water services. Balls shall be Scotchmark
model 1408, Electronic Full-Range Marker Balls manufactured
by 3M.

## ELECTRONIC MARKER

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(FIG. 1005)

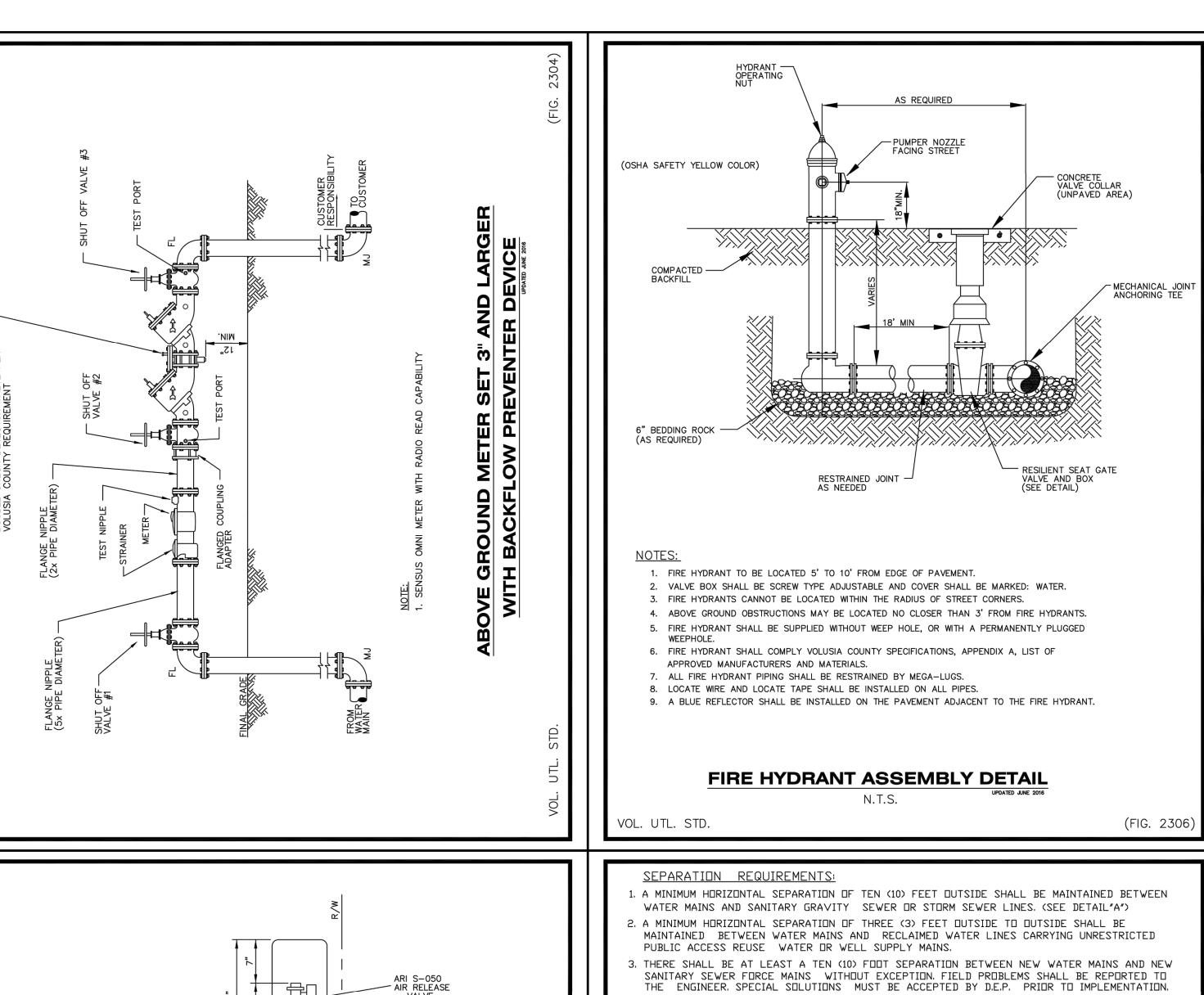


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DATE: JANUARY 2018

C-12



4. A MINIMUM VERTICAL SEPARTION OF EIGHTEEN (18) INCHES OUTSIDE TO OUTSIDE SHALL BE

AT THE POINTOF CROSSING FOR BOTH PIPES.

SEWER MANHOLE OR STORM SEWER STRUCTURE.

SEWER, AT THE POINT OF CROSSING (SEE DETAIL"D")

SOLUTIONS TO SEPARATION CONFLICTS

(SEE DETAIL"C")

PIPE IN CONCRETE.

VOL. UTL. STD.

SEWER). (SEE DETAIL"E")

THE JOINTS ARE AS FAR AS POSSIBLE FROM EACH OTHER.

MAINTAINED BETWEEN WATER MAIN AND THE HAZARD LINES (I.E. SANITARY GRAVITY SEWER,

5. THERE SHALL BE AN EIGHTEEN (18) INCH VERTICAL SEPARATION BETWEEN NEW WATER MAINS AND NEW SANITARY SEWER FORCE MAINS AT CROSSING WITHOUT EXCEPTION, WHERE IT IS NOT POSSIBLE TO MAINTAIN THE REQUIRED SEPARATION, CONFLICTS WITH EXISTING LINES SHALL BE REPORTED TO THE ENGINEER, SPECIAL SOLUTIONS MUST BE ACCEPTED BY D.E.P. PRIOR TO IMPLEMENTATION, AT PIPE CROSSINGS, THE PIPES SHALL BE SITUATED SUCH THAT

6. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY

1. IN AREAS WHERE IT IS NOT PRACTICAL TO MAINTAIN THE REQUIRED SEPARATION. THE

WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH

SHELF LOCATED ON ONE SIDE OF THE SANITARY GRAVITY SEWER, STORM SEWER OR

RECLAIMED WATER LINE AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER

MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE OTHER LINE. (SEE DETAIL"B")

3. IF THE NON-CONFORMING LINE IS A NEW GRAVITY SANITARY SEWER, AND 10' HORIZONTAL

B. ENCASE THE HAZARD PIPE IN CONCRETE ENCASEMENT, DETAIL THIS SHEET

SEPARATE TRENCH CANNOT BE MAINTAINED, UPGRADE THE WATER MAIN TO DUCTILE IIRON IF THE OTHER LINE IS A STORM SEWER OR AN EXISTING SANITARY GRAVITY SEWER.

SEPARATION OR 18" VERTICAL SEPARATION IN A SEPARATE TRENCH CANNOT BE MAINTAINED,

A, PLACE THE HAZARD LINE WITHIN A CONCRETE SEALED PVC SDR 35 CARRIER PIPE.

C. UPGRADE THE NEW GRAVITY SANITARY SEWER TO AWWA C-900, D.R. 18 PVC AND HYDROSTATICALLY TEST IT TO 150 PSI, AT PIPE CROSSINGS, THE PIPES SHALL BE

4. IF THE HAZARD LINE IS A RECLAIMED WATER LINE AND THE ABOVE SEPARATION REQUIREMENTS

SITUATED SUCH THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM EACH OTHER.

ARE NOT MET, UPGRADE THE RECLAIMED WATER LINE MATERIAL TO DUCTILE IRON OR ENCASED

5. WHEN THERE IS LESS THAN 18" OF VERTICAL CLEARANCE BETWEEN THE WATER MAIN AND STORM

MINIMUM VERTICAL SEPARATION OF 18" FROM THE HAZARD LINE, ONE FULL LENGTH OF PIPE

SHALL BE CENTERED AT THE POINT OF CROSSING (FOR BOTH PIPES WHEN CROSSING SANITARY

6. WHEN THE WATER MAIN CROSSES BELOW THE HAZARD LINE, THE WATER MAIN SHALL HAVE A

7. SPECIAL STRUCTURAL SUPPORT OR CONCRETE SADDLES MAY BE NECESSARY AT THE CROSSING

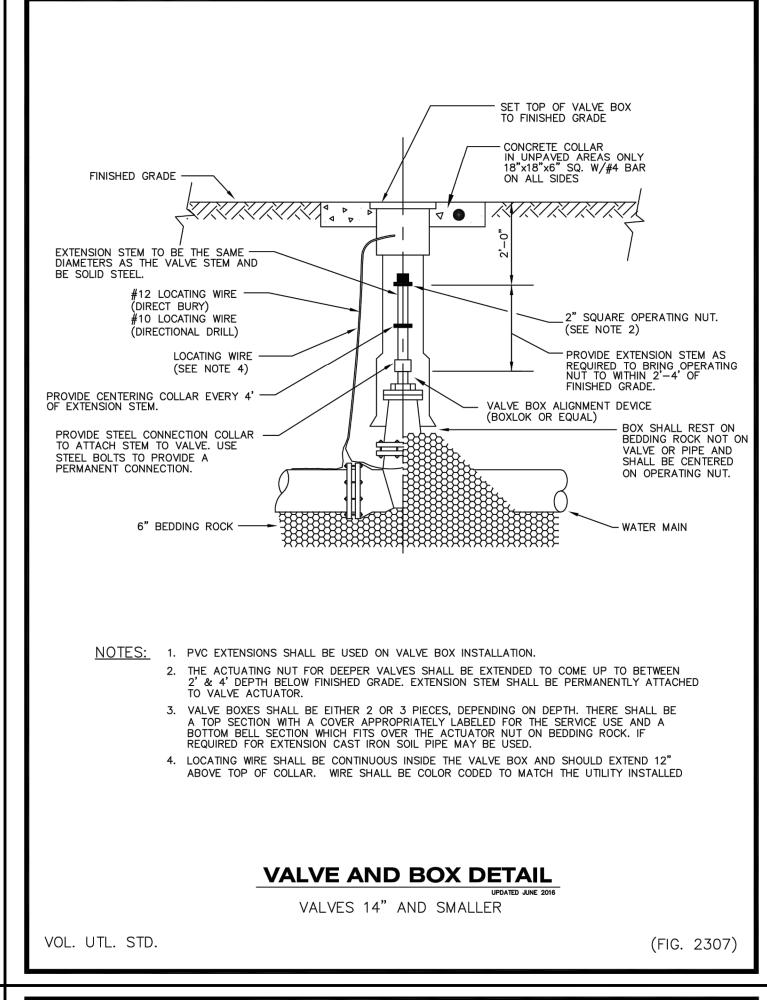
WATER MAIN SEPARATION NOTES

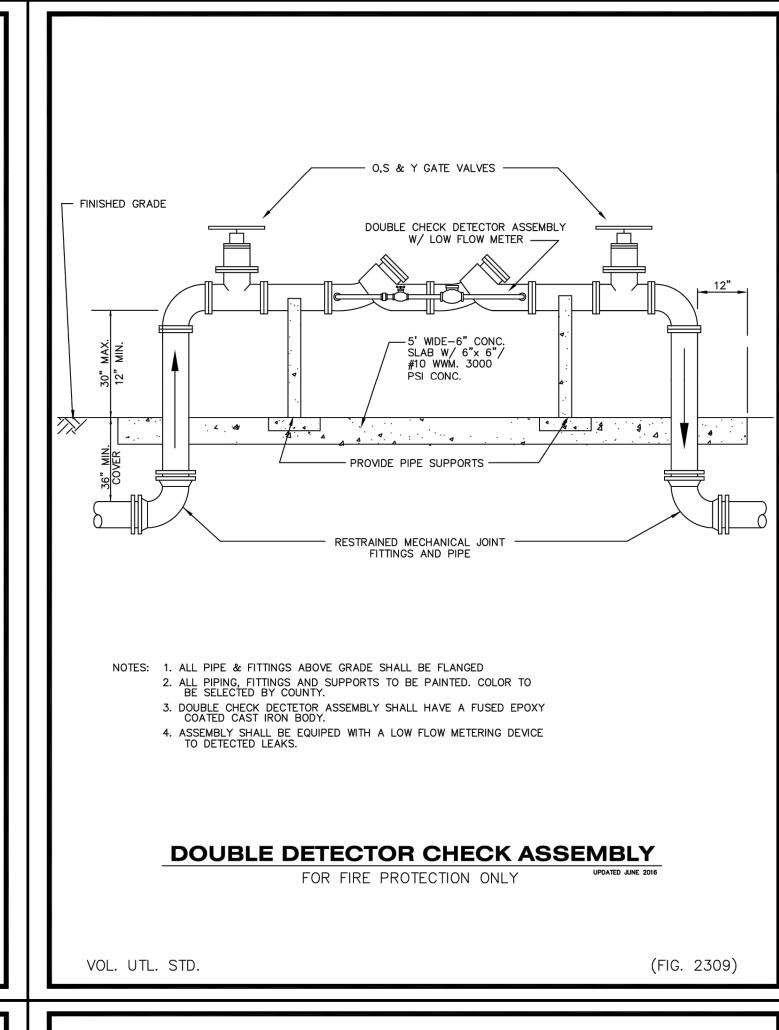
(FIG. 2311)

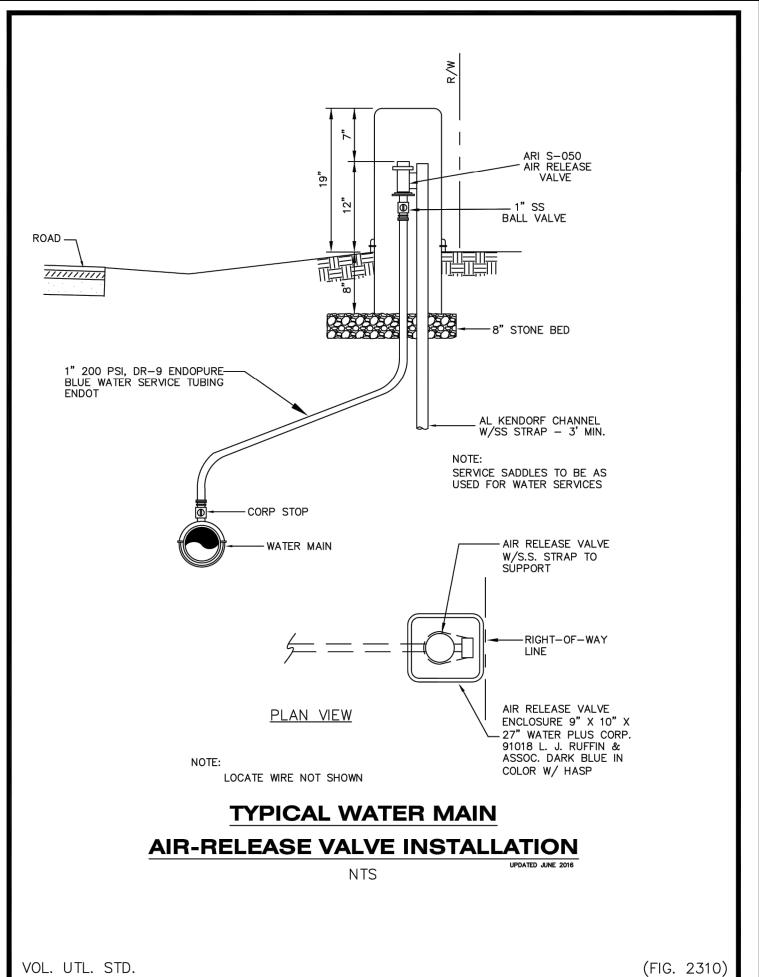
8. IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE CROSSING HAZARD. RECEIVE SPECIFIC APPROVAL BY D.E.P. PRIOR TO IMPLEMENTATION.

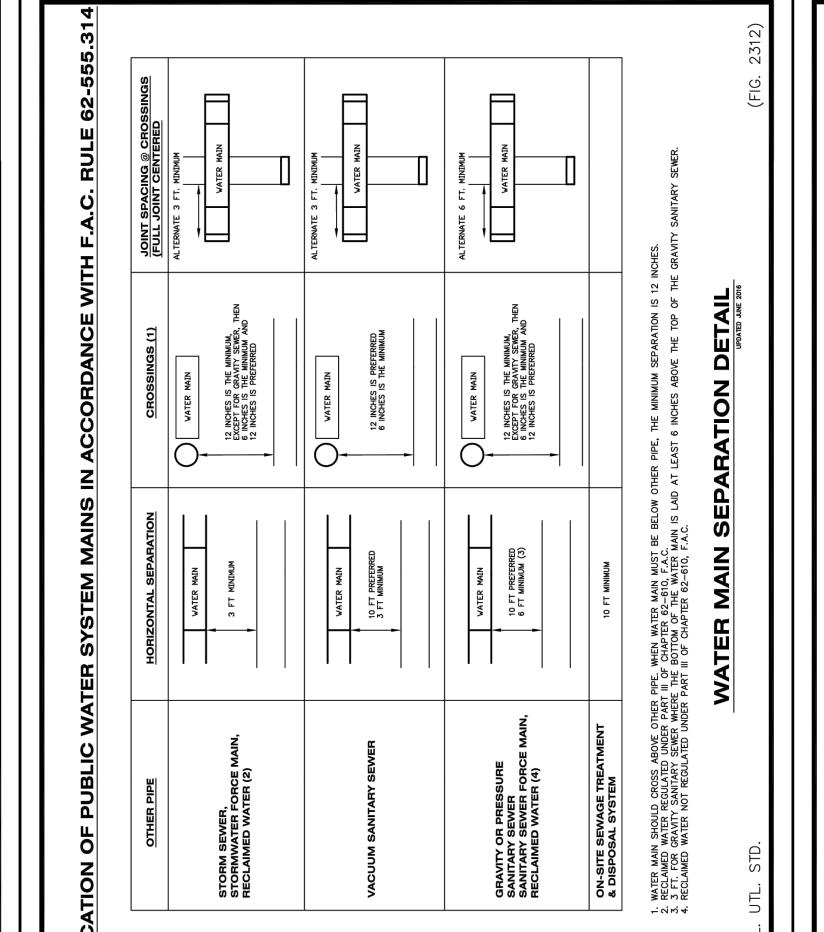
2. IF THE MINIMUM ALLOWABLE (10') HORIZONTAL SEPARATION OR 18" VERTICAL IN A

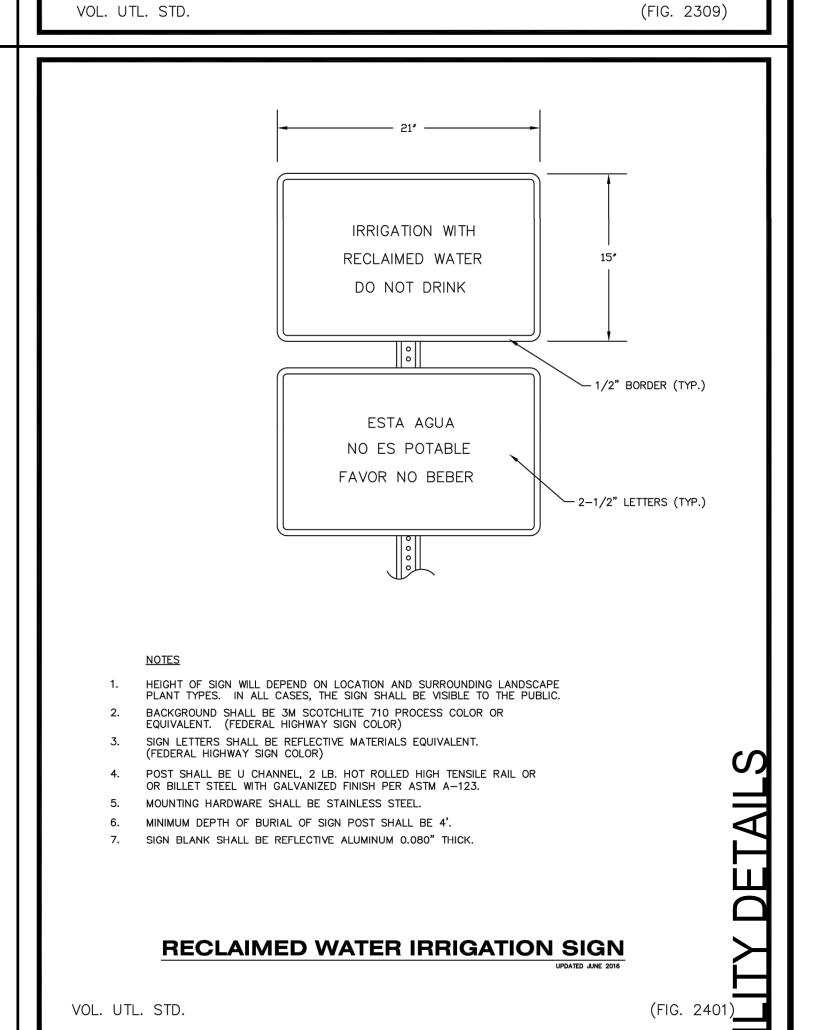
STORM SEWER OR RECLAIMED WATER LINES), ONE FULL LENGTH OF PIPE SHALL BE CENTERED

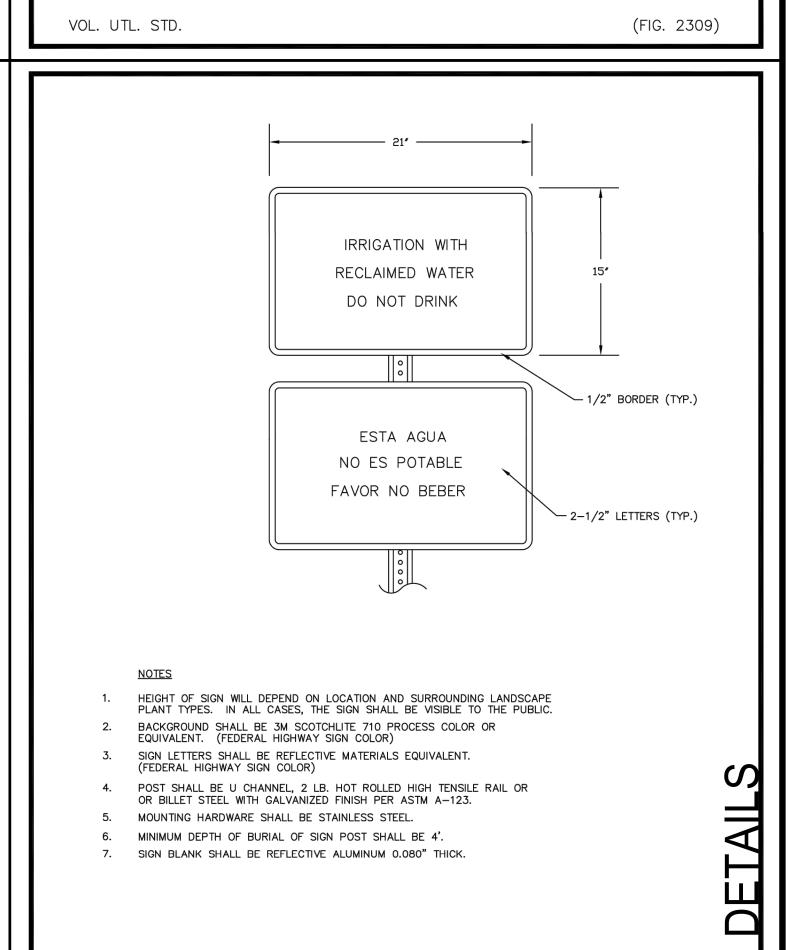








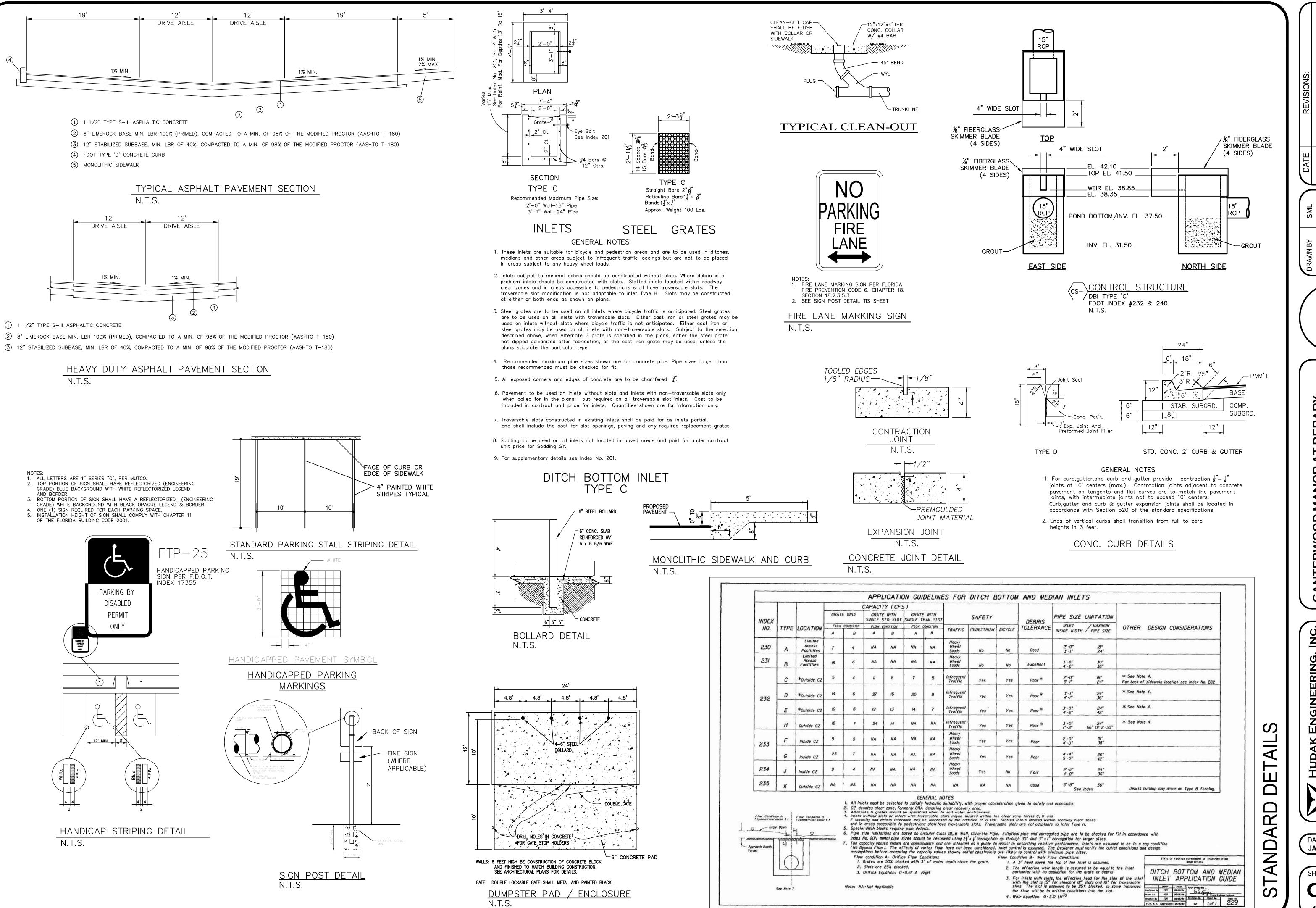






ENGINEERING, & LAND DEVELOPMENT DESIGN SER HUD,

**JANUARY 2018** 



ENGINEERING, IN SALAND DEVICES THORIZATION #9388

**JANUARY 2018** 

4. Weir Equation: Q = 3.0 LH 32

NO SUBSTITUTIONS - NO ALTERNATES

FIBERGLASS WETWELL MUST BE WARRANTED FOR A MINIMUM OF 20 YEARS.

The H-20 Load Rated Fiberglass Wetwell Must Be Manufactured By L.F. Manufacturing, Giddings, Texas, Which Includes A Written 20 Yr. Warranty

Certification of the wetwell H-20 load rating must be supplied with submittals. H-20 certification must be signed and sealed by an engineer registered in the State of Florida.

After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible.

## PUMPS: (3 YR. WARRANTY

Submersible pumps shall be HOMA Model AV432. The pumps shall be installed in the H-20 LP FRP wetwell utilizing a dual slide rail system. The pumps shall be capable of pumping materials normally found in domestic and commercial sewage and pass a minimum of 3" solids.

Stator winding shall be open type with Class F insulation and shall be heatshrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable.

A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 C., but shall automatically reset when the winding temperature returns to normal. Two heat sensor thermostats shall be used on three phase motors.

The pump motor grinder shaft shall be AISI 430F SS threaded to take the pump impeller and the grinder impeller.

Upper & lower mechanical seals shall be Silicon Carbide vs Silicon <u>Carbide.</u>

## **DUPLEX CONTROL PANEL: (3 YR. WARRANTY)**

To insure complete unit and warranty responsibility the electrical control panel must be manufactured and built by the pump supplier. The pump supplier must be a TUV (UL508A CERTIFIED) manufacturing facility, with a minuimum of 5 years history in the manufacturing of electrical control panels.

The (NEMA 4X) MARINE QUALITY ALUMINUM ENCLOSURE shall be a minimum of (30" high x 30" wide x 10" deep) with 3 point draw latches.

The enclosure shall have external mounting feet to allow for wall mounting.

The following components shall be mounted through the enclosure:

- 1- ea. Red Alarm Beacon (Light)
- 1- ea. Alarm Horn
- 1- ea. Generator Receptacle w/ weatherproof cover
- 1- ea. Alarm Silence Pushbutton

The back panel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel

The following components shall be mounted to back panel:

- 1- ea. RILEY & COMPANY Guard Pro II Monitoring System
- 1- ea. Motor Soft-Starts 2- ea. Motor Contactors
- 1- ea. Volt Monitor (Single Phase) Phase Monitor (Three Phase)
- 1- ea. Control Transformer (480 Volt Only)
- 1- ea. Silence Relay
- 1- ea. Duplex Alternator

1- ea. Model RCBB5AH Battery Back-Up w/ Smart Charger

- 20- ea. Terminals For Field Connections
- 6- ea. Terminals For Motor Connections (Single Phase Only)
- 3- ea. Grounding Lugs

The inner door shall be fabricated from .080, 5052-H32 marine alloy aluminum. The inner door shall have a continuous aluminum piano

The following components shall be mounted through the inner door:

- 1- ea. Main Circuit Breaker
- 1- ea. Emergency Circuit Breaker
- 1- ea. Mechanical Interlock For Emergency And Main Breakers
- 2- ea. Short Circuit Protectors 1- ea. Control Circuit Breaker
- 2- ea. Seal Failure Indicator Lights
- 1- ea. Hand-Off-Auto Selector Switches 2- ea. Pump Run Pilot Lights
- 1- ea. Power On Pilot Light
- 2- ea. Elapse Time Meters (Non-Resetable) 1- ea. GFI Duplex Convenience Outlet

# RILEY & Company, Inc. (H-20 LP)

w/BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS © & RILEY & COMPANY GUARD PRO11 MONITORING SYSTEM & MOTOR SOFT-STARTS

RILEY & COMPANY, INC. / GUARD PRO II MONITORING SYSTEM: The GUARD PRO II offers a remote control and maintenance solution which allows you to create a decentralized system or monitor and control devices. With the GUARD PRO II upto eight (8) different lift station inputs can be monitored and upto four (4) outputs can be controlled remotely.

The GUARD PRO II can also notify upto eight (8) different receipients via sms text, cell phone or e-mail.

PUMP DATA	ELEVATIONS		
PRIMARY PUMP CAPACITY	120 <b>GPM</b>	TOP OF WETWELL	47.50
PRIMARY TDH	90 ' <b>TDH</b>	INLET INVERT	41.44
PUMP MANUFACTURER	HOMA	HIGH LEVEL ALARM (HLA)	41.00
PUMP MODEL #	AV432	2nd PUMP ON (LAG)	40.50
R.P.M.	3450	1st PUMP ON (LEAD)	39.50
HORSEPOWER	30	PUMPS OFF (OFF)	38.50
ELECTRICAL/ VOLTS / PHASE	460V/3	BOTTOM OF WETWELL	35.50
PUMP DISCHARGE SIZE	4"	WETWELL DIAMETER	48"

## LIFT STATION WILL BE PRIVATELY OWNED AND MAINTAINED.

## **EXECUTION:**

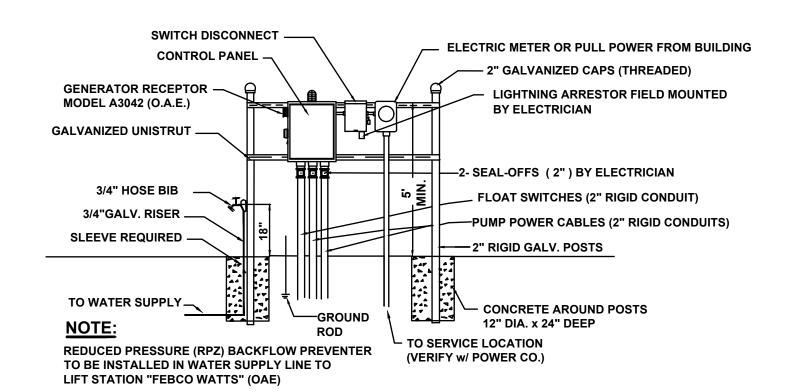
Installation shall be in strict accordance with the manufacturer's recommendations in the locations shown on the drawing.

INSPECTION & TESTING: A factory representative shall be provide for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of complete system. Megger the motors. The pump motors shall be megged out prior to the start-up to ensure that the insulation of the pump motor/cable is intact. The pump controls and pumps shall be checked for mechanical reliability and proper operation.

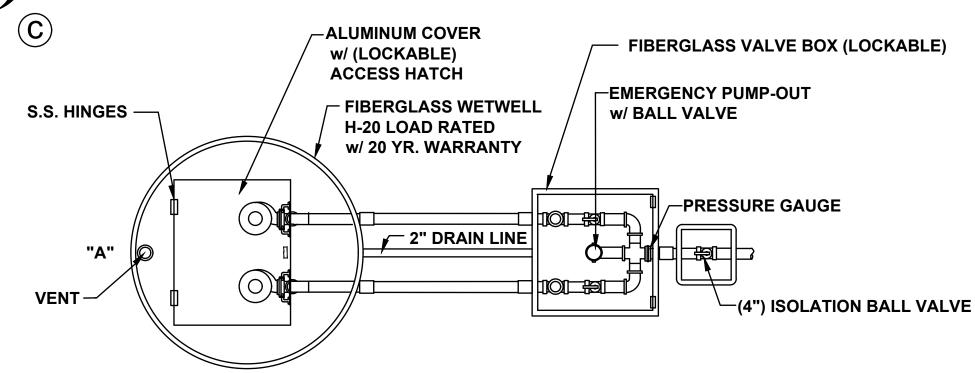
## \* ELECTRICIAN NOTES:

- 1. DRAWING NOT TO SCALE
- \* 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
- \* 3. ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS
- \* 4. ELECTRICIAN TO MOUNT LIGHTNING ARRESTOR AT SWITCH DISCONNECT
- \* 5. CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING EQUIPMENT

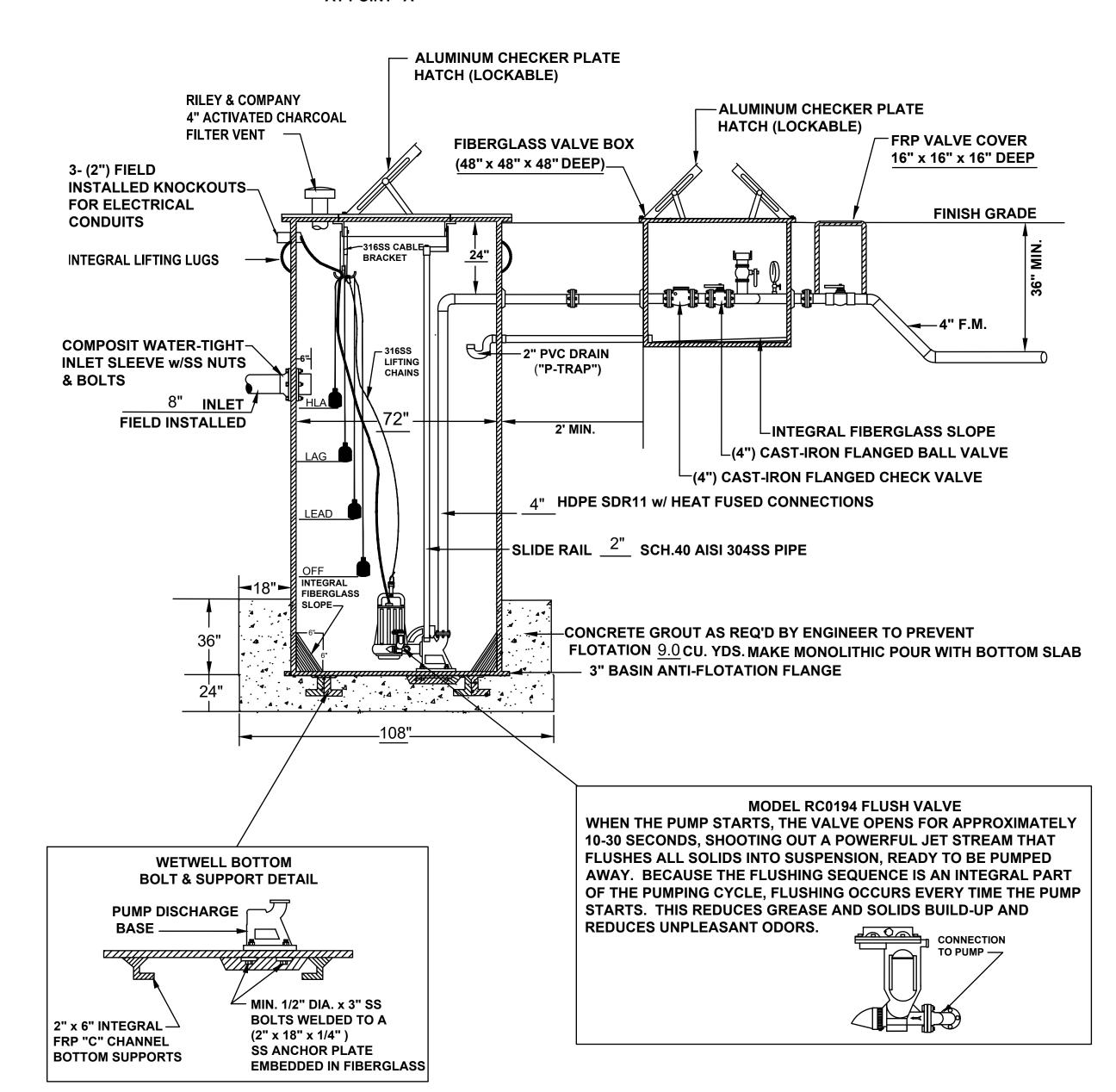
\* 6. NEUTRAL TO BE SUPPLIED FOR 23OV-3 PHASE OR 230V-SINGLE PHASE POWER.



**ELECTRICAL RISER FOR ILLUSTRATION PURPOSES ONLY** 



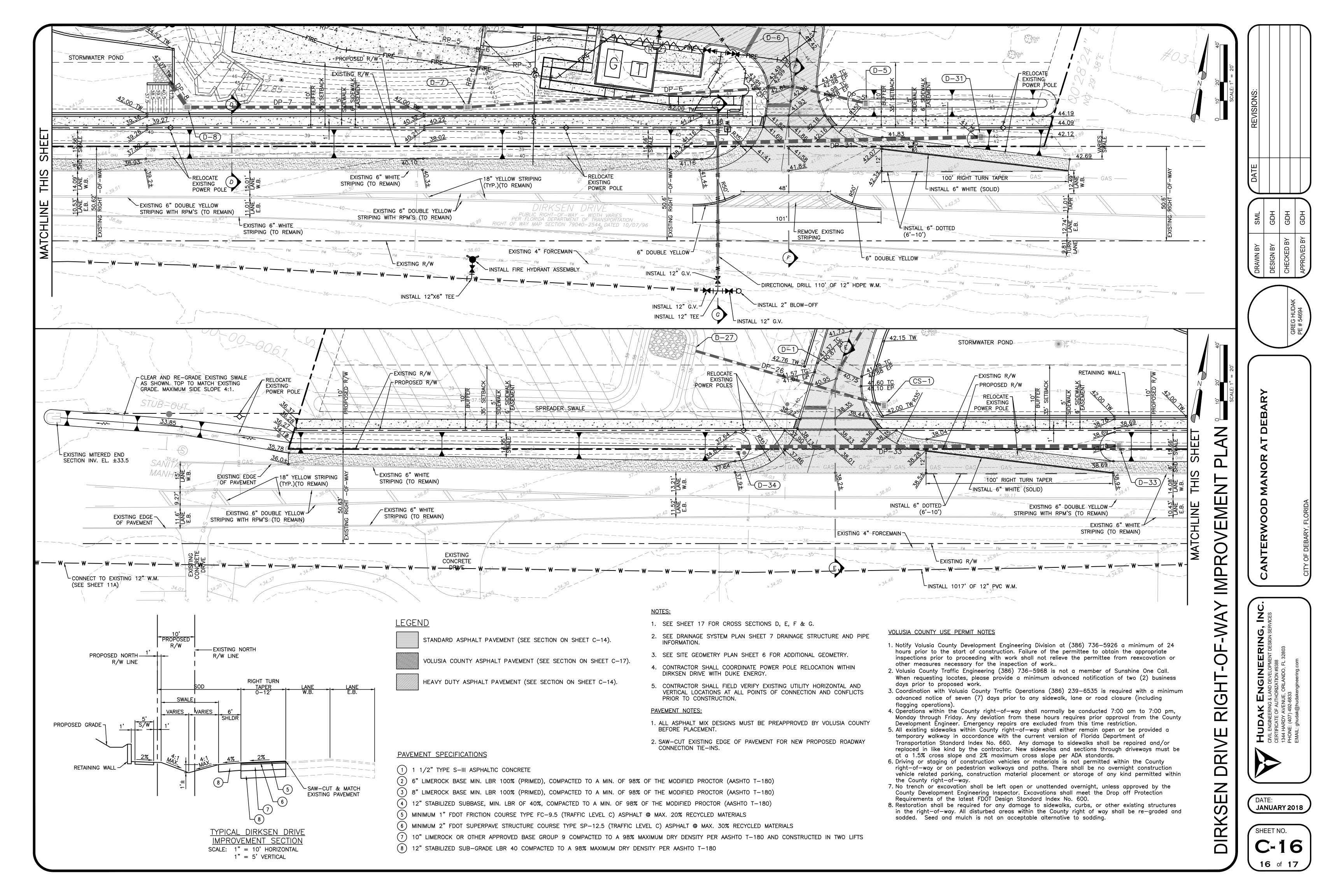
NOTE: PUMP CONTROL PANEL SHALL BE LOCATED 3 FEET FROM WETWELL PERIMETER AT POINT "A"

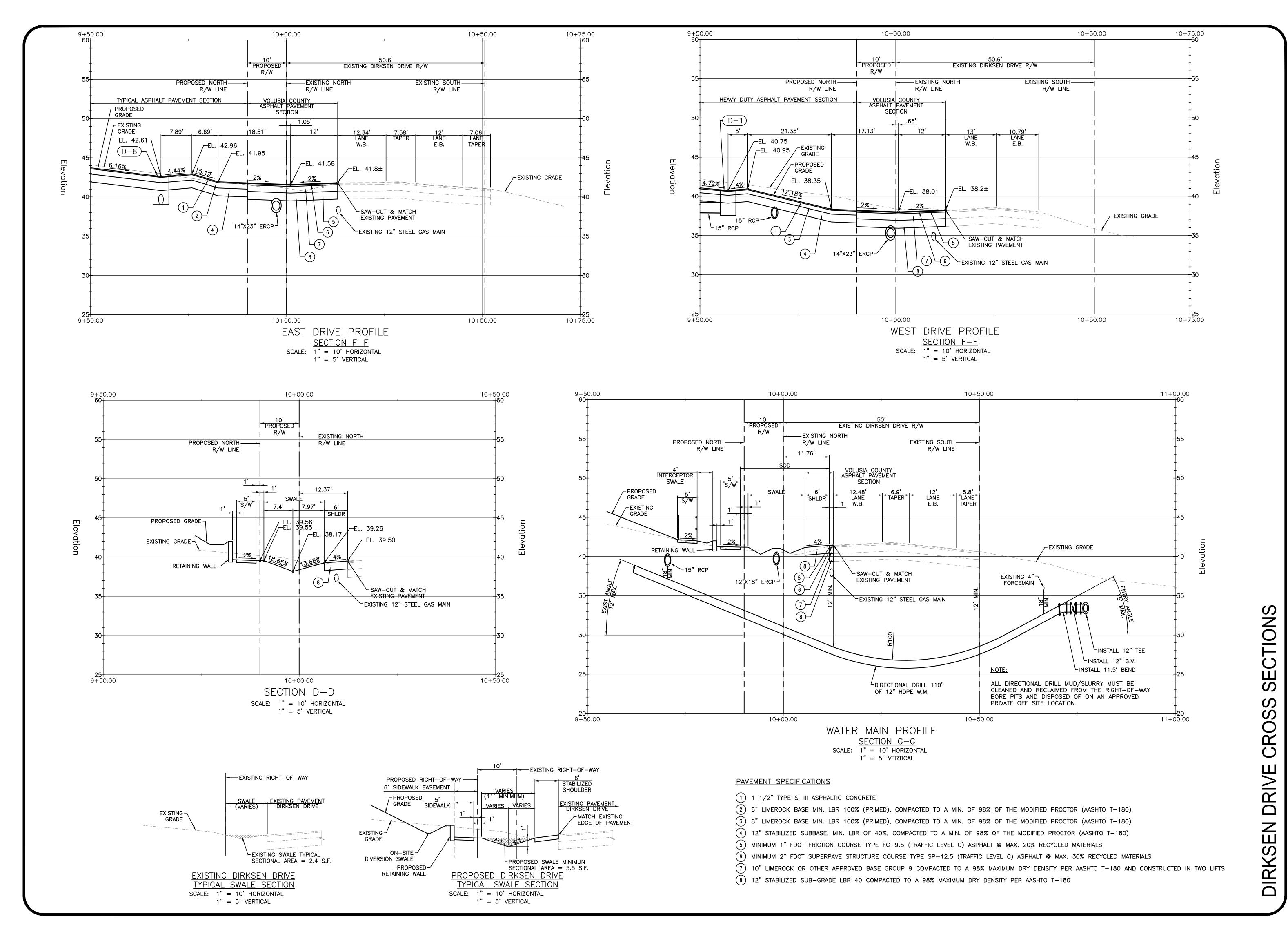


RILEY & CO. / H-20 LP 01-29-18

NTE

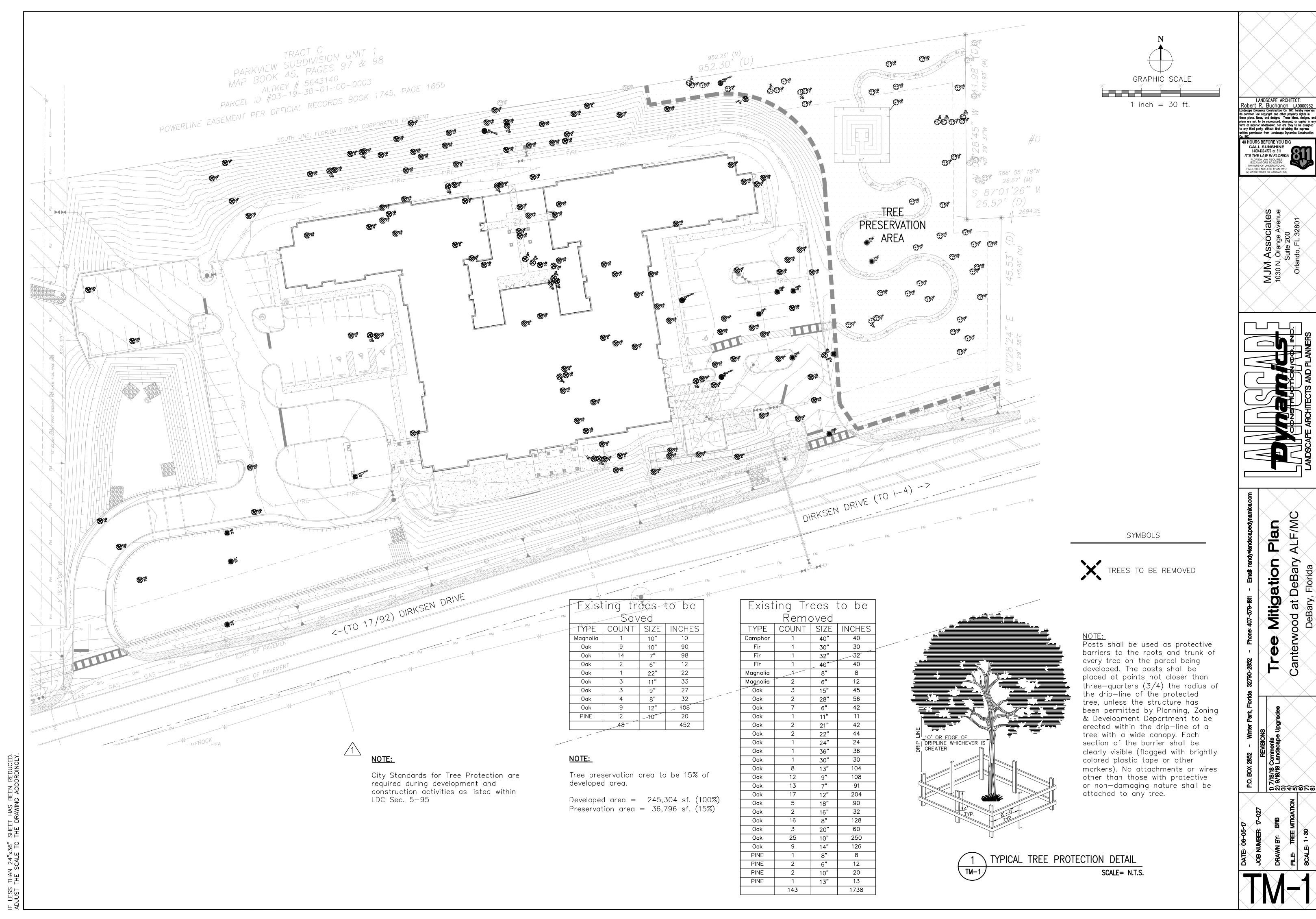
DRAWN CHECKED SCALE JOB NO. C-15

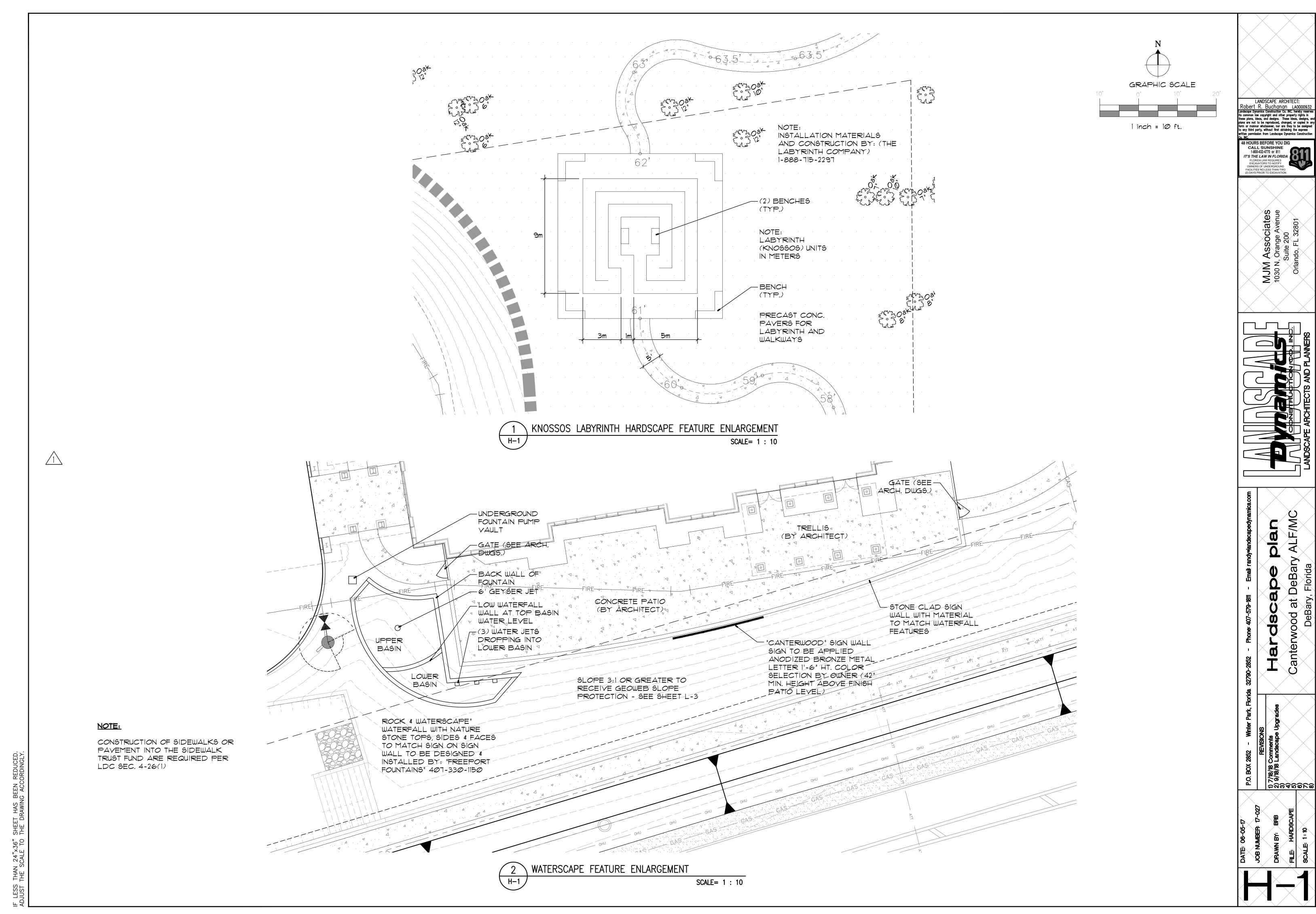


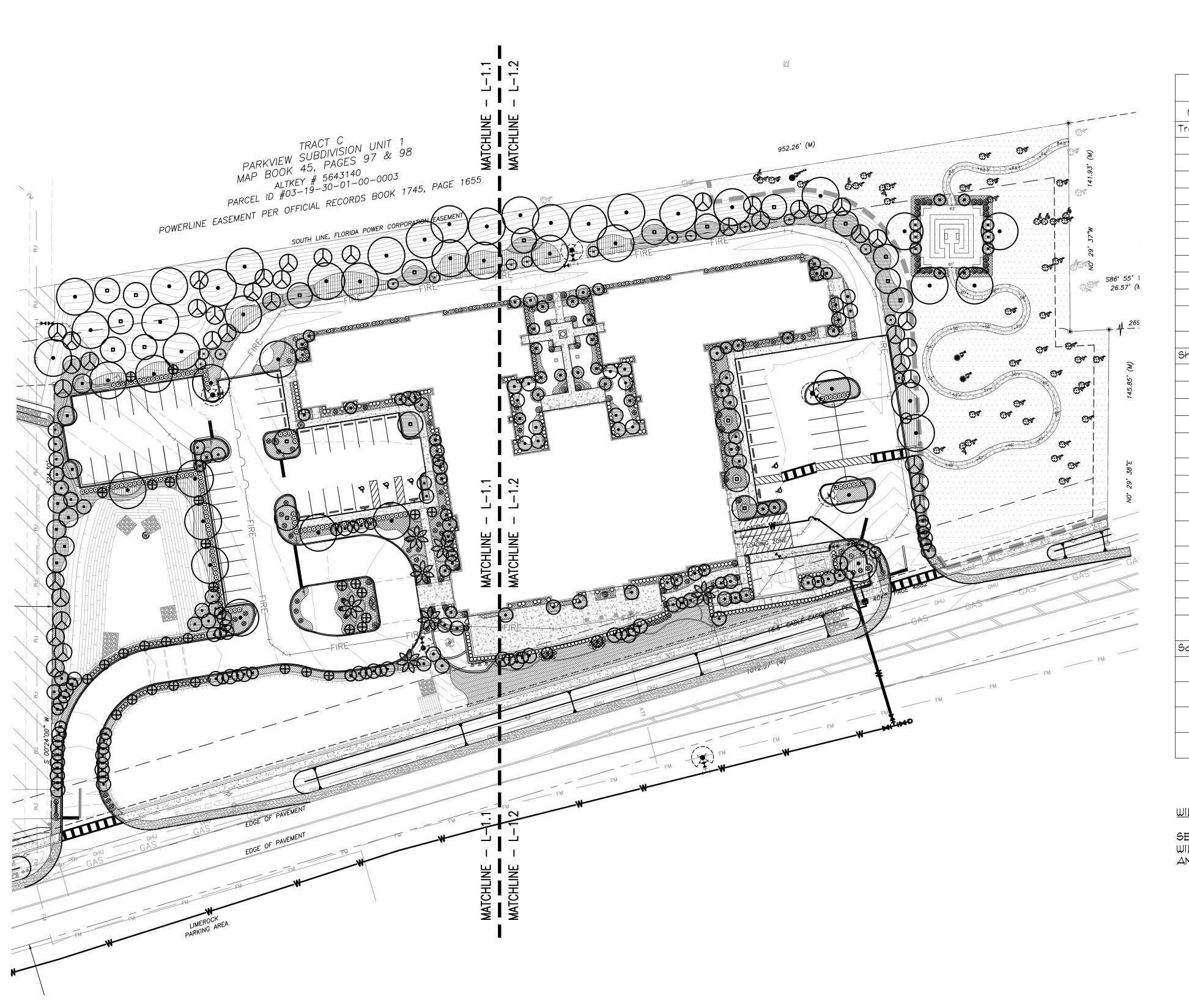


JANUARY 2018

SHEET NO.







CNT	SYM	BOTANICAL	COMMON	SPECIFICATIONS
Trees				OF ECH ICATION
48	EC	Eugenia compacta	Conical Topiary	6' ht., 2-2.5' spr.
3Ø	1/5	lex x'Nellie R. Stevens'	Nellie R. Stevens Holly	8' ht., 3-4' spr.
88	LJ	Ligustrum japonicum	Ligustrum	6-8' ht., 6-8' spr.
21	MG	Magnolia grandiflora	Southern Magnolia	10-12' ht., 4-5' spr.
8	MV	Magnolia virginiana	Sweetbay Magnolia	8-10' ht., 4-5' spr.
40	PE	Pinus elliottii	Slash Pine	10-12' ht., 4-5' spr.
٦	PS	Phoenix sylvestris	Sylvester Palm	8' c.t. diamond cut
46	QV	Quercus virginiana	Live Oak	12-14' ht., 5-6' spr.
43	SP	Sabal palmetto	Cabbage Palm	8-16' c.t.
60	TE	Trachycarpus fortunei	Windmill Palm	8-16' c.t.
4	MGL	Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	6' ht., 2.5' spr.
16	MC	Myrica cerifera	Wax Myrtle	6-8' ht., 6-8' spr.
Shrubs &	Grounda	over		
170	<u>p</u>	Illicium parviflorum	Yellow Anise	24-30" ht. x 18-24" spr., 30" o.c
151	MF	Myrcianthes fragrans	Simpson's Stopper	24-30" ht. x 18-24" spr., 36" o.c
351	PM	Podocarpus macrophyllus	Podocarpus	24-30" ht. x 18-24" spr., 30" o.c
786	JP	Juniperus davurica 'Parsons'	Parsons Juniper	1 gal., full, 30" o.c.
406	LMA	LANTANA camara 'Anne Maríe'	Anne Marie Lantana	1 gal., full, 24" o.c.
859	MC2	Muhlenbergia capillaris	Red Muhly Grass	1 gal., full, 36" o.c.
183	SR	Serenoa repens	Scrub Palmetto	3 gal., full, 48" o.c.
716	YOW	Viburnum obovatum 'Mrs. Schiller's Delight'	Walter's Viburnum	1 gal., full, 30" o.c.
1131	TAT	Trachelospermum asiaticum 'Tricolor'	Tricolor Dwarf Jasmine	1 gal., full, 24" o.c.
588	GS	Gelsemium sempervirens	Carolina Jessamine	1 gal., full, 24" o.c.
67	ΖI	Zamia integrifolia	Coontie	3 gal., as shown
2	LS	Lonicera sempervirens	Honeysuckle	3 gal., as shown
4	TP P	Hamelia patens	Firebush	3 gal., as shown
3	SR2	Strelitzia reginae	Orange Bird of Paradise	15 gal., as shown
Sod & Mi	ilch			
	MULCH		Mini Pine Bark/Pine Straw	3" Depth
	SOD	Zoysia japonica	Zoysia Grass	solid sod, weed free, count by contractor
	AUG	Stenotaphrum secundatum 'Palmetto'	Palmetto St. Augustine	solid sod, weed free, count by contractor
	ВАН	Paspalum notatum	Bahia Sod	solid sod, weed free, count by contractor

## WILDFLOWER PLANTING NOTE:

SEE SHEET L-3 FOR WILDFLOWER PLANTING DETAIL AND SPECIFICATIONS

## NOTES:

1) PLAN DESIGNED PER SECTIONS 5-9 TO 5-12 OF THIS CODE.

2) A PERMANENT UNDERGROUND IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS.

3) ALL PLANT MATERIAL TO BE FLORIDA FRIENDLY AND FLORIDA GRADE #1 OR BETTER.

4) SOD ALL DISTURBED AREAS.

CALL SUNSHINE
1-800-432-4770 or 811

IT'S THE LAW IN FLORIDA
FLORIDA LAW REQUIRES
EXCAVATORS TO NOTIFY
OWNERS OF UNDERGROUND
FACIL ITIES NO LESS THAN TWO

ALF/MC

at DeBary .

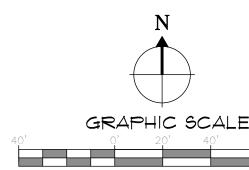
Canterwood

1) 7/18/18 C 2) 9/18/18 C 3) 9/18/18 I 4) 5) 6) 7)

Overall Landscape Plan

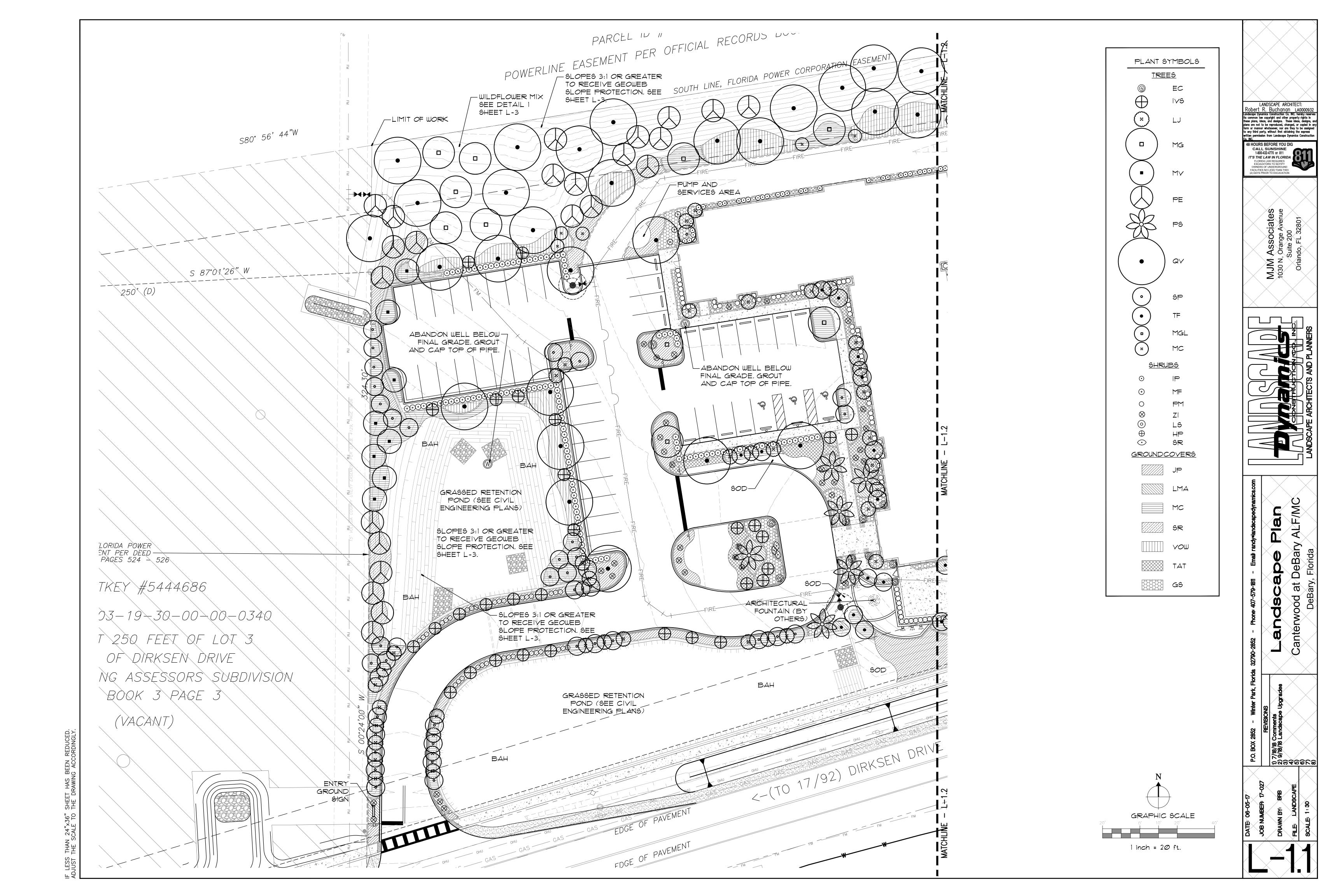
5) CONTINUED MAINTENANCE OF THE COMMON OPEN SPACE AREAS AND FACILITIES IS REQUIRED PER LDC SEC. 4-62 (CX2X1)

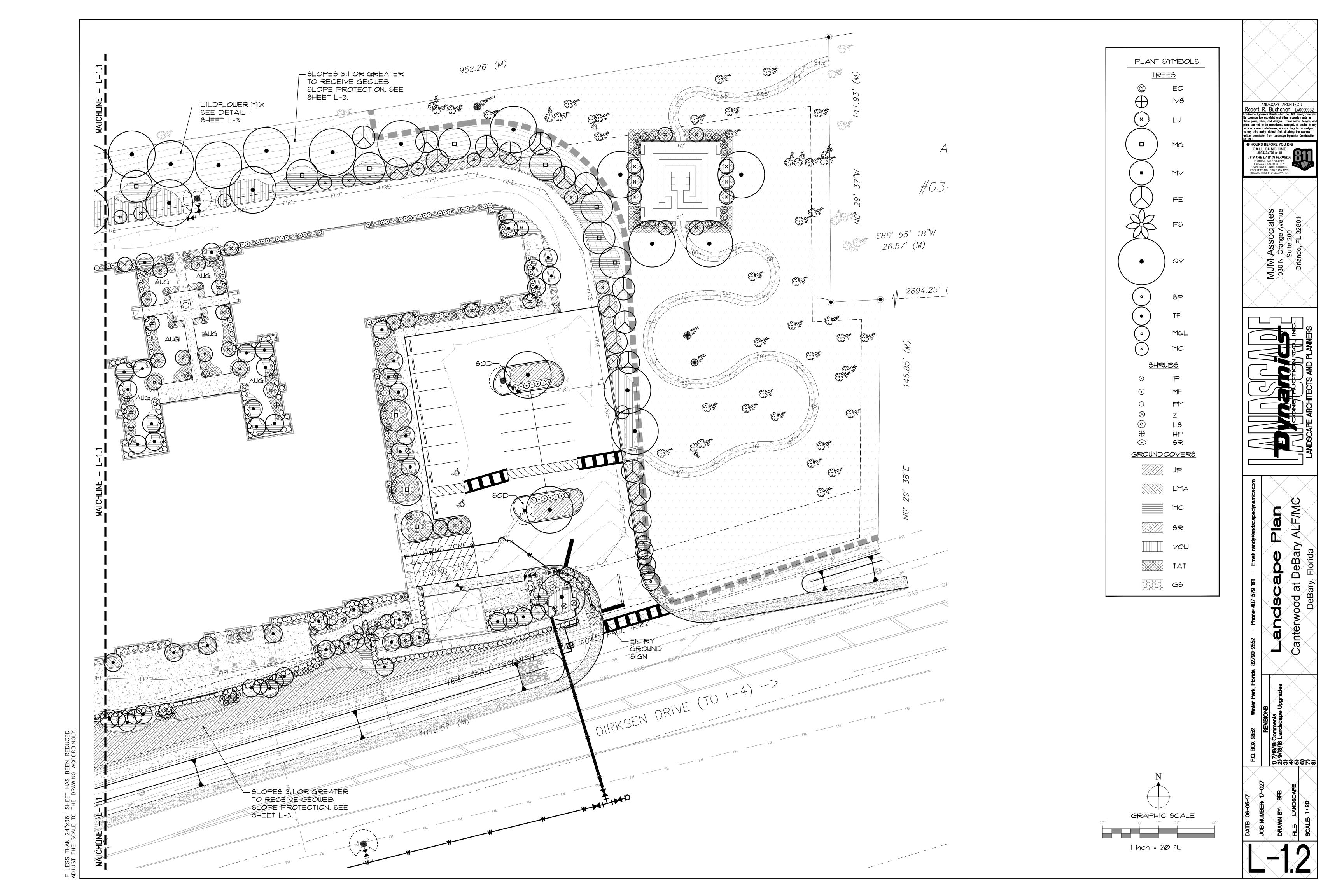
6) SLOPES 3:1 OR GREATER TO RECEIVE GEOWEB SLOPE PROTECTION, SEE SHEET L-3.

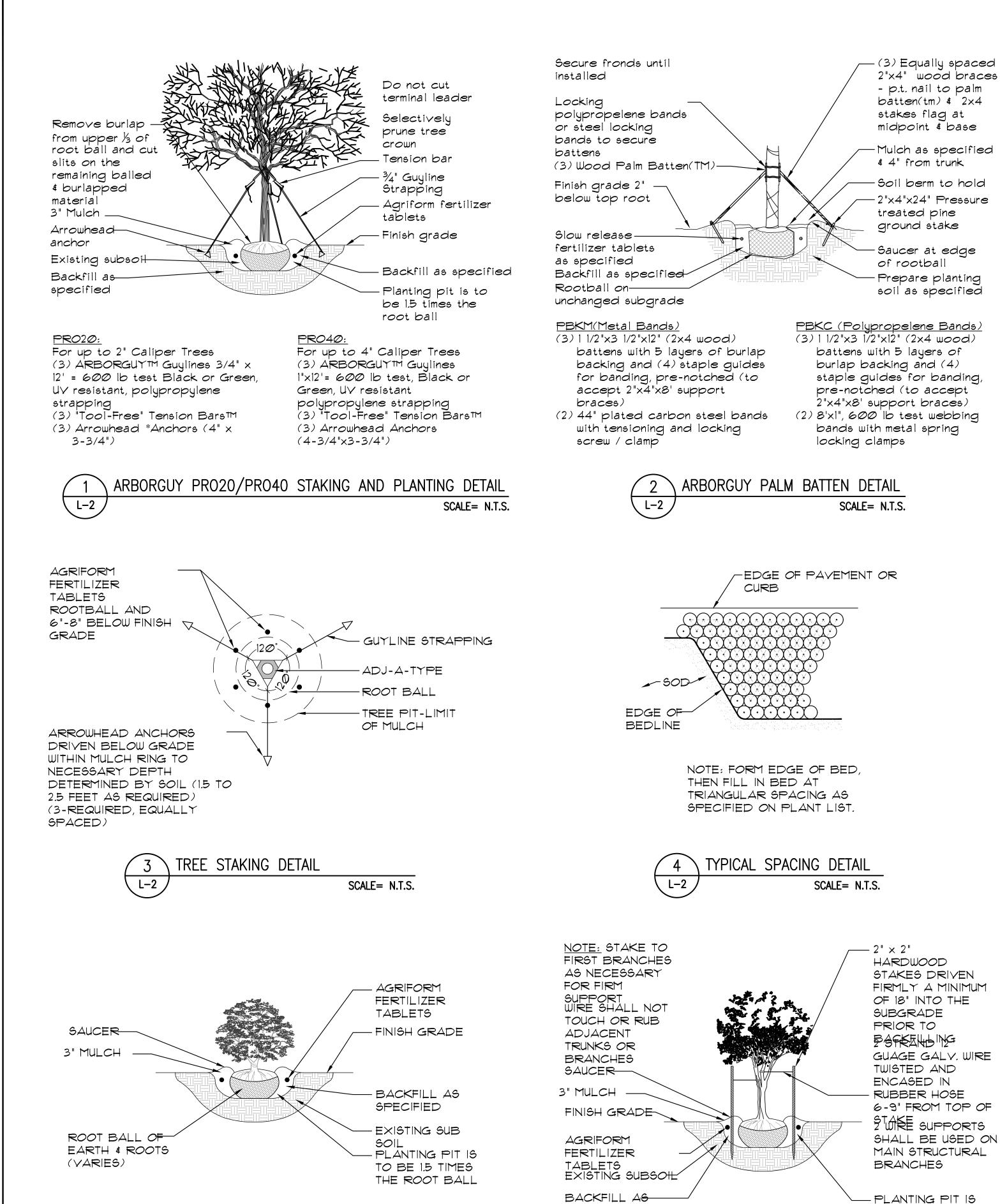


1 inch =  $4\emptyset$  ft.

GRAPHIC SCALE







SPECIFIED

L-2

TO BE 1.5 TIMES THE ROOT BALL

MULTI-TRUNK SPACING DETAIL

SCALE= N.T.S.

## GENERAL LANDSCAPE NOTES:

Failure to notify Landscape Architect of plan, detail, or specification discrepancies prior to construction, makes contractor responsible for all costs incurred for construction charges, not the owner or his representative (Landscape Dynamics Construction Co. Inc.) The Owner must maintain the height of all plants within the "Line-Of-Site" triangle area to a height of no greater than 24" above grade for shrubs and groundcover, and tree branching no lower than 72" above finish grade, to ensure clear site line views toward traffic at road and driveway intersections. Landscape Dynamics Construction Co. Inc., is not responsible for continued maintenance of such plant material. The owner, leasing company and/or the landscape maintenance company accepts full responsibility for these maintenance requirements.

-Landscape contractor (LC) shall be responsible for all materials and work called for on the landscape plans and in the landscape notes and legend. Plant specifications are minimum acceptable sizes. Plans shall rule if there are any quantity discrepancies between the legend and plans. Final quantity takeoffs are the responsibility of the LC. Notify the Landscape Architect of any discrepancies.

-LC shall comply with all local codes and ordinances and obtain all permits and bonds necessary to construct the project.
-LC shall coordinate their work with other contractors to assure efficient and timely completion of the work.

-LC shall be responsible for supplying all materials, labor, and equipment for the performance of their portion of the work.
-LC to verify all existing grades, dimensions, adequate drainage, suitable planting soil and field conditions and notify owner of discrepancies before proceeding with work. Per FL Statutes, LC to call Sunshine State One (811) 72 hours prior to digging to have all utilities located.

-LC to protect existing utilities, structures, surfaces, and vegetation noted to be saved and be responsible for repair/replacement. -Protect trees to be saved per detail. Vehicle parking, material storage, or soil removal/addition is not permitted within driplines. -Round-Up shall be applied twice at ten day intervals onto all existing vegetation, sod, and groundcover areas that are to be replanted. Extreme care shall be taken to prevent overspray and/or drift onto existing plant material to be saved. Mfr's recommendations shall be followed. Remaining weeds and their roots shall be removed by hand prior to installation of plants. Resprouting weeds and plants are the responsibility of the LC through the one year warranty period.

-All plant materials shall be graded Florida No. 1 or better as outlined under current Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted. All plants not listed shall conform to a Florida No. 1 or better as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species. LC to obtain written certification from nurseries that plant materials are Florida No. 1 or better. Trees up to 4" caliper measured at 6" above soil line and over 4" caliper at 12" above soil line unless otherwise noted. All specifications to be met or exceeded unless otherwise noted. All rootballs and containers to be free of weeds and their roots.

-Planting soil of Fla. peat mixed 1/2 with clean topsoil for the backfilling of plant pits and beds shall be required only if existing soil is unsuitable for planting and/or contains lime rock or construction debris (to be removed).

-Trees and palms shall be installed so their top main root at the trunk is visible and 2" above finished grade. If root is buried, remove soil from the top of the rootball prior to installation. Do not apply the 1 ½" of mulch to the top of the rootball until after inspection of each tree or palm.

-Landscape Architect is not responsible for adverse soil or drainage conditions, determining sub-surface soil conditions, underground objects/utilities or the accuracy of property lines or information portrayed on surveys or on documents or plans provided by others. Owner or their agent is solely responsible for future maintenance of all plantings to maintain safe visibility within all visibility sight triangles and vehicular use and pedestrian areas within and immediately adjacent to the site.

-Finished grade prior to mulching or sodding to be 3" below top of adjacent surfaces such as walks, curbs and driveways extending perpendicularly from the surface edge for a minimum distance of 18". See detail.

-All palms, trees, shrubs, and groundcovers shall be fertilized with Agriform 20-10-5 or SierraTabs 16-8-12 planting tablets. One tablet/ 1 gal, 2 tablets/ 3 gal, 3 tablets/ 5 or 7 gal, 4 tablets/ 10 gal and one tablet/ each 1/2" of tree trunk diameter. Application shall be as per the details and mfr's recommendation.

-All planting beds (except for annuals) and trees to receive med. pine bark mulch. Due to environmental concerns, cypress mulch shall NOT be used. All tree rootballs (which require 4 foot wide mulch rings in turf areas) shall be mulched to a maximum 1 ½" depth (to aid water penetration) following inspection. All other planting beds to receive a 3" depth. Mulch shall not touch trunks or stems or be applied within the crowns of groundcovers or over their branches or foliage. Mulch is to be applied by hand and shall not be "blown

-LC to maintain all plant material in a plumb, upright and stable condition. All trees/palms to be guyed/staked as per details.
-LC to remove all bags (unless biodegradable), tags, ties, wires, ropes, stakes and nursery attachments from all plant material.
-LC shall be responsible to keep plant material in a healthy, watered, insect/pest free condition until owner's final acceptance.
-LC to provide a one-year warranty for trees/palms, shrubs, groundcovers, and vines and thirty days for sod. Warranty period shall start with final acceptance by owner. All plant material shall be alive and in satisfactory growth at the end of the warranty period. Replacement plant material shall be warranted for ninety days (sod for thirty days) from replacement date.

Warranty shall apply only to material that dies due to poor quality, improper handling, or installation practices. Generally, material transplanted on-site shall not be warranted. Adverse weather conditions shall not apply. Proper watering and maintenance are the owner's responsibility during the warranty period.

-Provide 100% coverage of all landscape areas using automatic underground irrigation system with rain sensor.



MJM Associates 1030 N, Orange Avenue Suite 200 Orlando, FL 32801



Section - Email randy-landscapedynamy section - Email randy-landscaped

Landsc Canterwood

REVISIONS 18/18 Comments /18/18 Landscape Upgrades

JOB NUMBER: 17-027

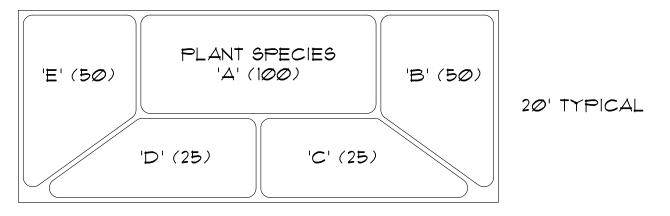
JOB NUMBER: 17-027

1) The second seco

2

TYPICAL SHRUB/GROUNDCOVER PLANTING DETAIL

SCALE= N.T.S.



$\bigcap$	WILDFLOWER	PLANTING	DETAIL
L-3			SCALE= 1:10

Wildflower Plant Species List							
CNT	SYM	BOTANICAL	COMMON	SPECIFICATIONS			
	Д	Asclepías tuberosa	Butterfly Weed	4" pots, 24" o.c.			
	В	Helianthus annuus	Dune Sunflower	4" pots, 24" o.c.			
	С	Gaillardia pulchella	Blanket Flower	4" pots, 24" o.c.			
	D	Tradescantia virginiana	Blue Spiderwort	4" pots, 24" o.c.			
	E	Eragrostis elliottii	Silver Lovegrass	4" pots, 24" o.c.			

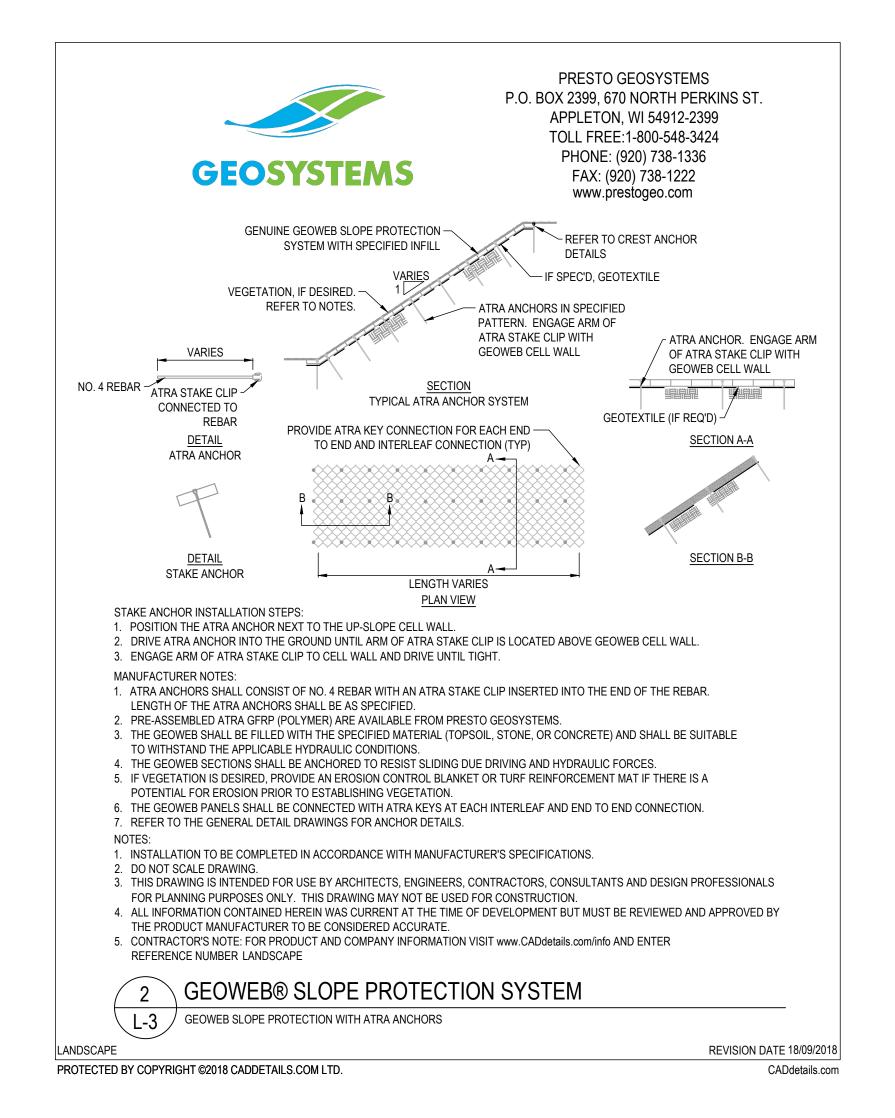
## NOTES:

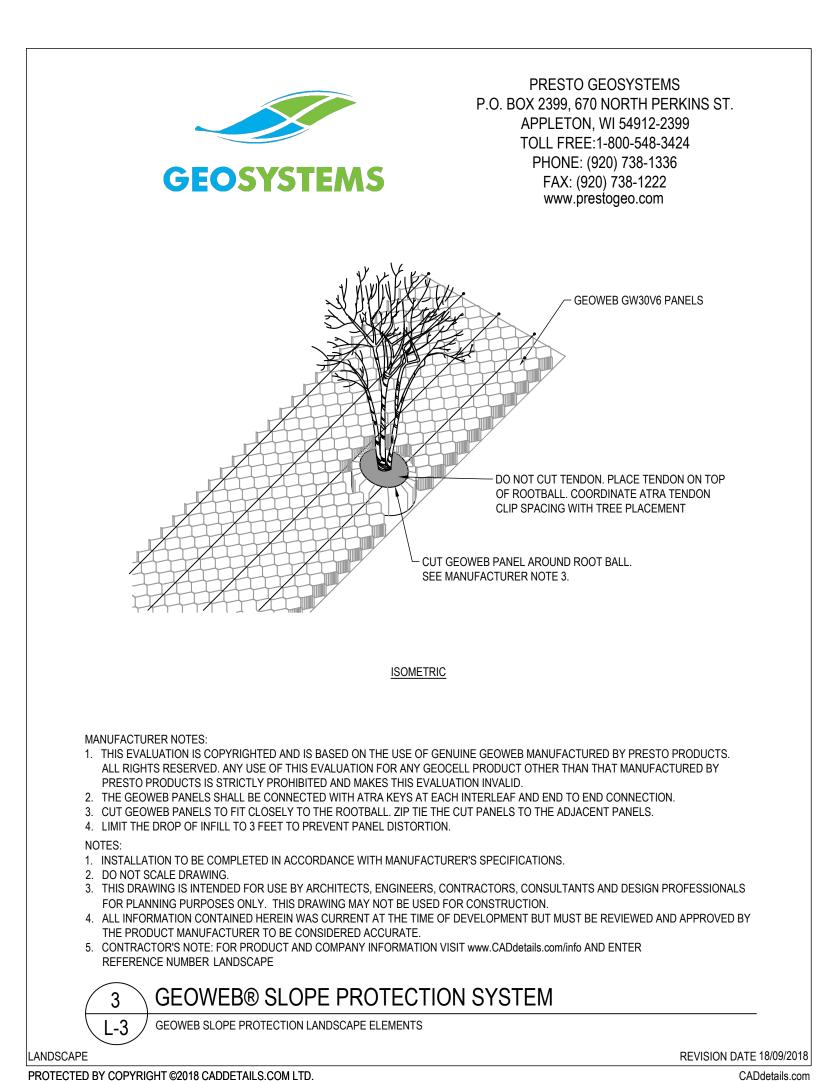
INSTALL 4-6" CLEAN, STERILE TOPSOIL AT DISK OR TILL INTO SOIL AT 4" DEPTH. WATER I" PRIOR TO WILDFLOWER INSTALLATION.

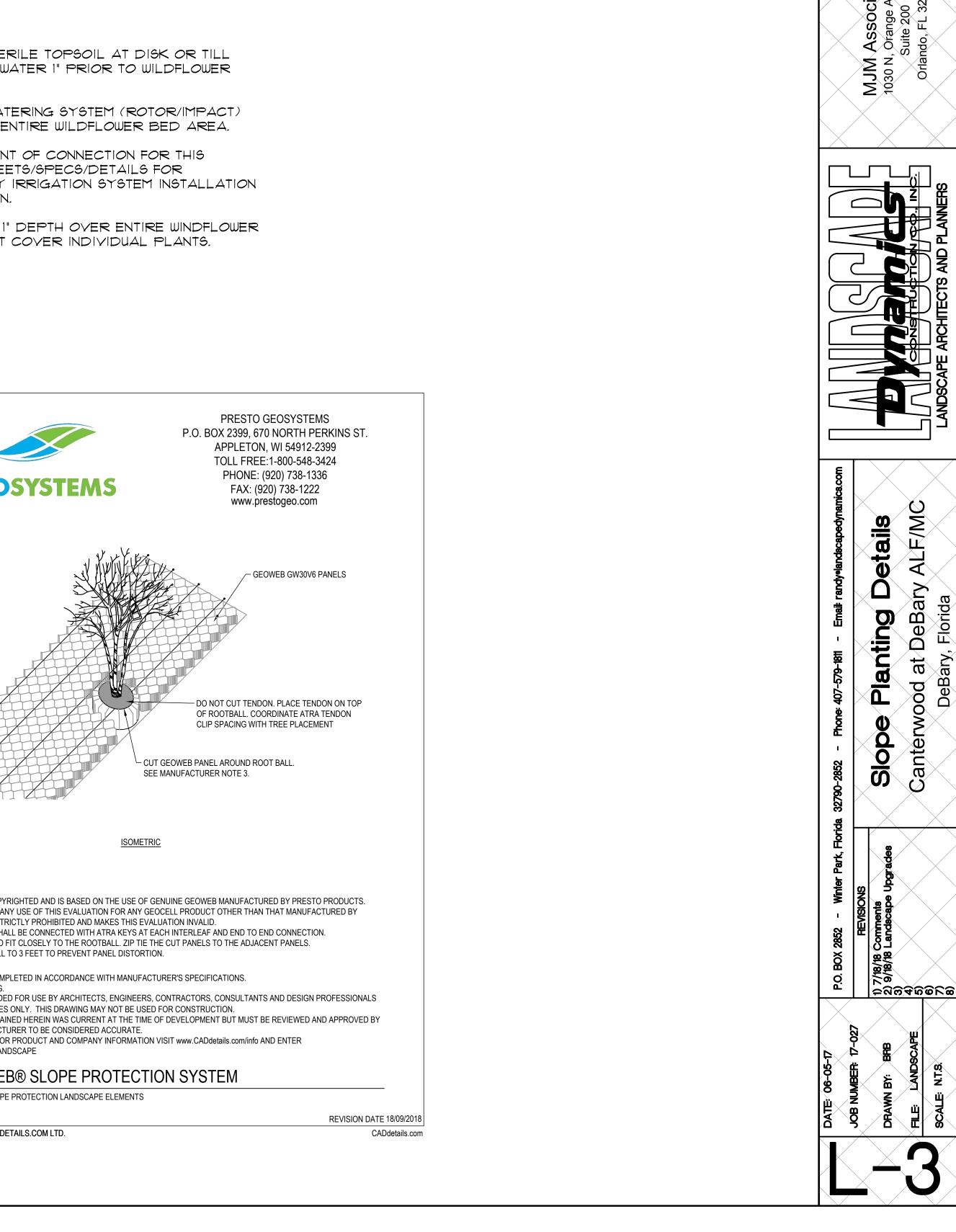
INSTALL TEMPORARY WATERING SYSTEM (ROTOR/IMPACT) HEAD STYLE TO WATER ENTIRE WILDFLOWER BED AREA.

SEE SHEET IR-1 FOR POINT OF CONNECTION FOR THIS SYSTEM. SUBMIT CUT-SHEETS/SPECS/DETAILS FOR PROPOSED TEMPORARY IRRIGATION SYSTEM INSTALLATION PRIOR TO CONSTRUCTION.

INSTALL PINE STRAW AT I" DEPTH OVER ENTIRE WINDFLOWER PLANTING AREA. DO NOT COVER INDIVIDUAL PLANTS.







LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932
Landscape Dynamics Construction Co. INC. hereby reserves

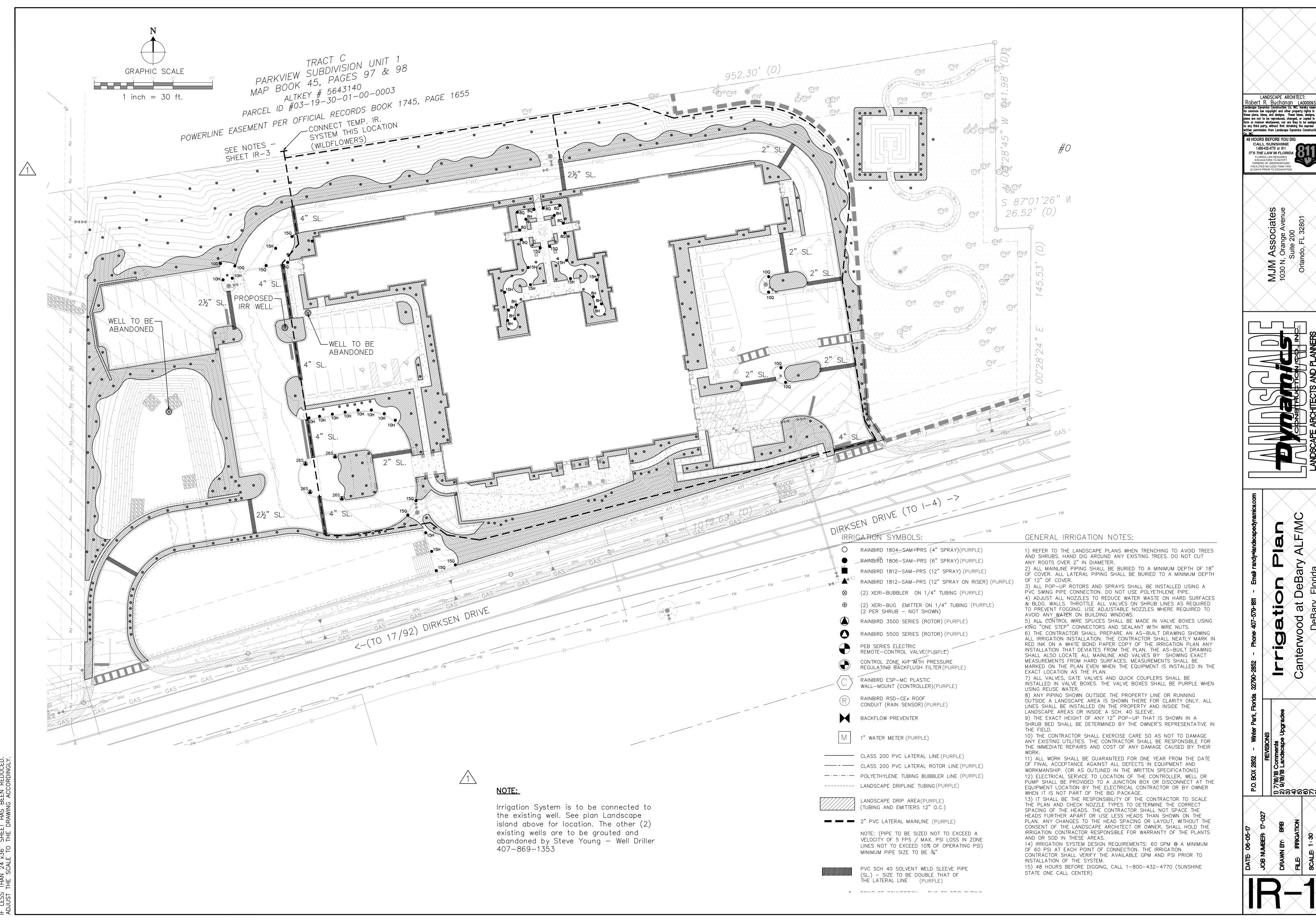
Landscape Dynamics Construction Co. INC. nereby reserves its common law copyright and other property rights in these plans, ideas, and designs. These ideas, designs, and plans are not to be reproduced, changed, or copied in any form or mannor whatsoever, nor are they to be assigned to any third party, without first obtaining the express written permission from Landscape Dynamics Construction Co. INC.

TS-HE LAW IN FLORIDA

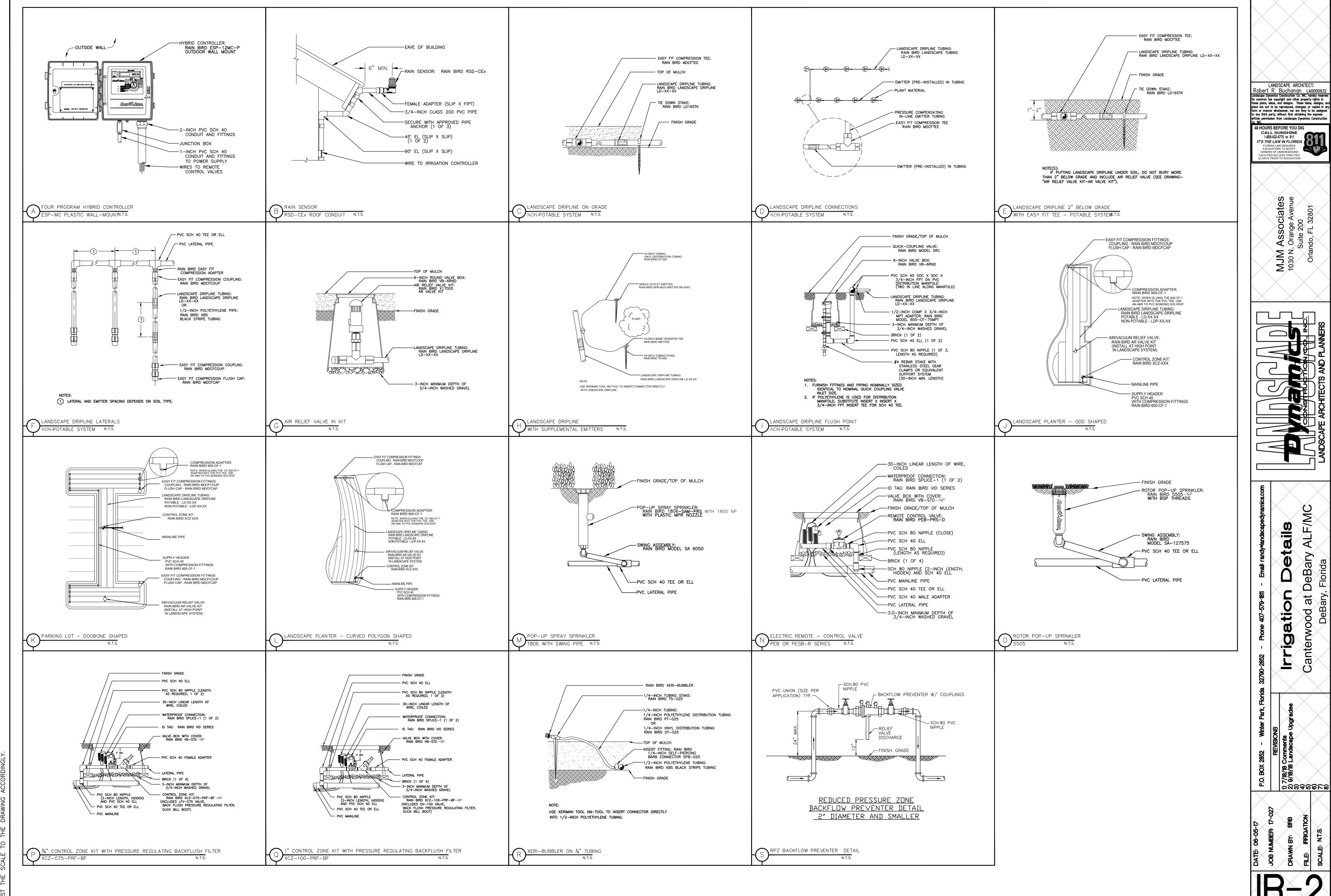
at DeBary

Canterwood

CALL SUNSHINE 1-800-432-4770 or 811



<del>\_</del>888688



DeBary

at

Canterwood



## **OVERALL BUILDING ELEVATION - SOUTH**



**OVERALL BUILDING ELEVATION - EAST** 



**OVERALL BUILDING ELEVATION - NORTH** 



**OVERALL BUILDING ELEVATION - WEST** 







**PERSPECTIVE VIEW 1** 



**PERSPECTIVE VIEW 2** 







# PERSPECTIVE VIEW 3







# City of DeBary Department of Planning, Zoning & Development 16 Colomba Road, DeBary, Florida 32713-3264

October 2, 2018

Joel Hass MJM Associates, LLC 1030 N. Orange Avenue Orlando, FL 32801 (407) 718-0546

J. Charles & Saundra Gray 263 Bayou Circle DeBary, FL 32713 (407) 843-8880

Re: Canterwood Manor at DeBary Final Site Plan, Case #18-01-FSP-Canterwood;

Final Site Plan Development Order

#### Dear Mr. Hass:

This letter is the Final Site Plan Development Order for the above referenced project. This development order authorizes commencement of construction in accordance with the approved construction plans dated August 6<sup>th</sup> 2018. Pursuant to the following findings, the City of DeBary Development Review Committee approved the final site plan providing for the following conditions of approval.

- 1) Please provide an executed agreement to construct the proposed trail to Memorial Park
- 2) Please provide for payment and execution of a Proportionate Fair Share (PFS) agreement with the City of DeBary, for the mitigation of transportation impacts, in the amount of \$28,197.12
- 3) Please provide an executed agreement to convey an easement for the required sidewalk across the property frontage
- 4) Prior to the pre-construction hearing, please submit a check for inspection fees prior to commencement of construction, in the amount of \$7,156.65
- 5) Please submit a gopher tortoise removal after-action report and copies of all associated correspondence with regulating agencies
- 6) Please provide for implementation of Standard Protection Measures for the Eastern Indigo Snake during construction

- 7) In accordance with Section 122-59 county ordinances, you must enter into a utility service agreement (USA) for sewer service before county staff may endorse the FDEP water and wastewater permit applications is advised
- 8) Coordinate with the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) to provide for impact fees and two (2) sets of signed and sealed construction plans
- 9) Prior to construction, please provide structural drawings associated with the retaining walls
- 10) The applicant shall have erosion and sediment control procedures and equipment in place as well as any proposed tree protection barricades prior to commencement of construction. Please contact Steve Wood, 386.668.2040 ext. 320, for approval prior to any on-site clearing and/or grading. A NPDES Erosion and Sediment Inspection will be performed by the City
- 11) A pre-construction meeting with the City of DeBary must be held prior to the commencement of construction.
- 12) Prior to the pre-construction meeting, please submit a project construction schedule

In addition to the items listed above, prior to commencement of construction, please provide the following:

- 1) Provide a copy of the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) permit for the proposed sanitary sewer system (gravity sewer system, force main, and sanitary sewer lift station).
- 2) Provide a copy of the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) permit for the proposed potable water system, as well as the fire water system (if applicable).
- 3) Provide a copy of the FDEP "Notice of Intent" form, as well as the SWPPP document for the City's review.
- 4) Provide a copy of the approved Florida Department of Environmental Protection Department (FDEP) permits to "Construct a Water Distribution System" and to "Construct a Sewage Collection / Transmission System" prior to the pre-construction meeting.
- 5) Provide a copy of the SJRWMD "Notice of District Dewatering Activity" permit (Form No. 40C-2.900(12)).
- 6) Provide a copy of the SJRWMD "Construction Commencement Notice" form (Form No. 40C-4,900(3)).

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All plans and construction must be in substantial compliance with this Development Order. Deviations from the approved plans may require submittal of amended plans for review and approval by staff.

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Please feel free to call me at 386-668-0238 if you have any questions or concerns.

Sincerely,

Ron McLemore City Manager City of DeBary

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February 6, 2020

Joel Hass MJM Associates, LLC 1030 N. Orange Avenue Orlando, FL 32801 (407) 718-0546

Re: Canterwood Manor at DeBary Final Site Plan, Case #18-01-FSP-Canterwood and Case #19-01-DOE-Canterwood; Final Site Plan Development Order Extension.

#### Dear Mr. Hass:

This letter is the Final Site Plan Development Order for the above referenced project. You requested a Development Order extension, Case Number 19-01-DOE-Canterwood, which was approved by City Council on February 5, 2020. This Development Order extension shall expire on September 26, 2021. The development order authorizes commencement of construction in accordance with the approved construction plans dated August 6<sup>th</sup> 2018. Pursuant to the following findings, the City of DeBary Development Review Committee approved the final site plan providing for the following conditions of approval.

- 1) Please provide an executed agreement to construct the proposed trail to Memorial Park
- 2) Please provide for payment and execution of a Proportionate Fair Share (PFS) agreement with the City of DeBary, for the mitigation of transportation impacts, in the amount of \$28,197.12
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- 12) Prior to the pre-construction meeting, please submit an Engineer's Opinion of Costs for the project site construction, less any potable water, sewer, or reclaim installation. This shall be used to determine inspection fee cost amount per the formula below. Volusia County Utilities shall be responsible for all potable water, sewer, and reclaim infrastructure installation.
- 13) Prior to the pre-construction meeting, please submit a project construction schedule. Please bring payment, by check or money order, to the pre-construction meeting using the following formula to establish the development permit and inspection fee (2.0% of the first \$125,000 of improvements; 1.0% of over \$125,000 up to \$500,000; 0.5% over \$500,000).

In addition to the items listed above, <u>prior to commencement of construction</u>, please provide the following:

- 1) Provide a copy of the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) permit for the proposed sanitary sewer system (gravity sewer system, force main, and sanitary sewer lift station).
- 2) Provide a copy of the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) permit for the proposed potable water system, as well as the fire water system (if applicable).
- 3) Provide a copy of the FDEP "Notice of Intent" form, as well as the SWPPP document for the City's review.
- 4) Provide a copy of the approved Florida Department of Environmental Protection Department (FDEP) permits to "Construct a Water Distribution System" and to "Construct a Sewage Collection / Transmission System" prior to the pre-construction meeting.





- 5) Provide a copy of the SJRWMD "*Notice of District Dewatering Activity*" permit (Form No. 40C-2.900(12)).
- 6) Provide a copy of the SJRWMD "Construction Commencement Notice" form (Form No. 40C-4.900(3)).

The Building Permit Application process is initiated by submitting the completed application and appropriate plans. The Building Permit Application <u>must be accompanied</u> by the approved version of the site plan, and any approved addendum sheets. Copies of the approved version of the plan, signed and sealed have been provided to the City and are available upon request. A copy of the final plan and development order will be provided to the City of DeBary Building Department.

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Please feel free to call me at 386-668-0238 if you have any questions or concerns.

Sincerely,

Carmen Rosamonda City Manager City of DeBary



September 2<sup>nd</sup>, 2021

Joel Hass MJM Associates, LLC 1030 N. Orange Avenue Orlando, FL 32801 (407) 718-0546

Re: Canterwood Manor at DeBary Final Site Plan, Case #18-01-FSP-Canterwood and Case # 21-01-DOE-Canterwood; Final Site Plan Development Order Extension.

#### Dear Mr. Hass:

This letter is the Final Site Plan Development Order for the above referenced project. You requested a Development Order extension, Case Number 21-01-DOE-Canterwood, which was approved by City Council on September 1<sup>st</sup>, 2021. This Development Order extension shall expire on August 30<sup>th</sup>, 2022. The development order authorizes commencement of construction in accordance with the approved construction plans dated August 6<sup>th</sup> 2018. Pursuant to the following findings, the City of DeBary Development Review Committee approved the final site plan providing for the following conditions of approval.

- 1) Please provide an executed agreement to construct the proposed trail to Memorial Park
- 2) Please provide for payment and execution of a Proportionate Fair Share (PFS) agreement with the City of DeBary, for the mitigation of transportation impacts, in the amount of \$28,197.12
- 3) Please provide an executed agreement to convey an easement for the required sidewalk across the property frontage
- 4) Please submit a gopher tortoise removal after-action report and copies of all associated correspondence with regulating agencies
- 5) Please provide for implementation of Standard Protection Measures for the Eastern Indigo Snake during construction
- 6) In accordance with Section 122-59 county ordinances, you must enter into a utility service agreement (USA) for sewer service before county staff may endorse the FDEP water and wastewater permit applications is advised

- 7) Coordinate with the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) to provide for impact fees and two (2) sets of signed and sealed construction plans
- 8) Prior to construction, please provide structural drawings associated with the retaining walls
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- 10) A pre-construction meeting with the City of DeBary must be held prior to the commencement of construction.
- 11) Prior to the pre-construction meeting, please submit an Engineer's Opinion of Costs for the project site construction, less any potable water, sewer, or reclaim installation. This shall be used to determine inspection fee cost amount per the formula below. Volusia County Utilities shall be responsible for all potable water, sewer, and reclaim infrastructure installation.
- 12) Prior to the pre-construction meeting, please submit a project construction schedule. Please bring payment, by check or money order, to the pre-construction meeting using the following formula to establish the development permit and inspection fee (2.0% of the first \$125,000 of improvements; 1.0% of over \$125,000 up to \$500,000; 0.5% over \$500,000).
- 13) The City is in receipt of the construction inspection fees.

In addition to the items listed above, <u>prior to commencement of construction</u>, please provide the following:

- 1) Provide a copy of the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) permit for the proposed sanitary sewer system (gravity sewer system, force main, and sanitary sewer lift station).
- 2) Provide a copy of the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) permit for the proposed potable water system, as well as the fire water system (if applicable).
- 3) Provide a copy of the FDEP "Notice of Intent" form, as well as the SWPPP document for the City's review.



- 4) Provide a copy of the approved Florida Department of Environmental Protection Department (FDEP) permits to "Construct a Water Distribution System" and to "Construct a Sewage Collection / Transmission System" prior to the pre-construction meeting.
- 5) Provide a copy of the SJRWMD "Notice of District Dewatering Activity" permit (Form No. 40C-2.900(12)).
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Please feel free to call me at 386-668-0238 if you have any questions or concerns.



# CITY of DeBARY

THE RIVER CLTY

Sincerely

Carmen Rosamonda City Manager City of DeBary THE RIVER CLEX

October 28, 2022

J. Charles Gray Gray-Robinson 301 East Pine Street, Suite 1400 Orlando, FL 32801 (407) 843-8880

Re: Canterwood Manor at DeBary Final Site Plan, Case #18-01-FSP-Canterwood and Case # 22-01-DOE-Canterwood; Final Site Plan Development Order Extension.

Dear Mr. Gray:

This letter is the Final Site Plan Development Order for the above referenced project. You requested a Development Order extension, Case Number 22-01-DOE-Canterwood, which was approved by City Council on October 19, 2022. This Development Order extension shall expire on October 23, 2023. The development order authorizes commencement of construction in accordance with the approved construction plans dated August 6<sup>th</sup> 2018. Pursuant to the following findings, the City of DeBary Development Review Committee approved the final site plan providing for the following conditions of approval.

- 1) Please provide an executed agreement to construct the proposed trail to Memorial Park
- Please provide for payment and execution of a Proportionate Fair Share (PFS) agreement with the City of DeBary, for the mitigation of transportation impacts, in the amount of \$28,197.12
- Please provide an executed agreement to convey an easement for the required sidewalk across the property frontage
- 4) Please submit a gopher tortoise removal after-action report and copies of all associated correspondence with regulating agencies
- 5) Please provide for implementation of Standard Protection Measures for the Eastern Indigo Snake during construction
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- 7) Coordinate with the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) to provide for impact fees and two (2) sets of signed and sealed construction plans
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- 13) The City is in receipt of the construction inspection fees.

In addition to the items listed above, <u>prior to commencement of construction</u>, please provide the following:

- 1) Provide a copy of the Volusia County Water and Utility Services Group (Scott Mays, Utility Engineer) permit for the proposed sanitary sewer system (gravity sewer system, force main, and sanitary sewer lift station).
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- 3) Provide a copy of the FDEP "Notice of Intent" form, as well as the SWPPP document for the City's review.

- 4) Provide a copy of the approved Florida Department of Environmental Protection Department (FDEP) permits to "Construct a Water Distribution System" and to "Construct a Sewage Collection / Transmission System" prior to the pre-construction meeting.
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#### THE RIVER CLEAN

Please feel free to call me at 386-601-0238 if you have any questions or concerns.

Sincerely,

Carmen Rosamonda

City Manager

City of DeBary

16 Colomba Road, DeBary, FL 32713

October 5, 2023

J. Charles Gray Gray-Robinson 301 East Pine Street, Suite 1400 Orlando, FL 32801 (407) 843-8880

Re: Canterwood Manor at DeBary Final Site Plan, Case #18-01-FSP-Canterwood and Case # 23-03-DOE-Canterwood; Final Site Plan Development Order Extension.

Dear Mr. Gray:

This letter is the Final Site Plan Development Order for the above referenced project. You requested a Development Order extension, Case Number 23-03-DOE-Canterwood, which was approved by City Council on October 4, 2023. This Development Order extension shall expire on September 29, 2024. The development order authorizes commencement of construction in accordance with the approved construction plans dated August 6, 2018. Pursuant to the following findings, the City of DeBary Development Review Committee approved the final site plan providing for the following conditions of approval.

- 1) Please provide an executed agreement to construct the proposed trail to Memorial Park
- 2) Please provide for payment and execution of a Proportionate Fair Share (PFS) agreement with the City of DeBary, for the mitigation of transportation impacts, in the amount of \$28,197.12
- 3) Please provide an executed agreement to convey an easement for the required sidewalk across the property frontage
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- 7) Coordinate with the Volusia County Water and Utility Services Group (Erin Reed, Utility Engineer) to provide for impact fees and two (2) sets of signed and sealed construction plans
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#### THE RIVER CITY

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Sincerely,

Carmen Rosamonda

City Manager

City of DeBary

16 Colomba Road, DeBary, FL 32713



## **City Council Meeting** City of DeBary **AGENDA ITEM**

() Ordinance

() Resolution

Subject: Gateway Center for the Arts Agreement Attachments:

Renewal

From: Jason Schaitz Parks and Recreation

Director

(X) Supporting Documents/ Contracts

**Meeting Hearing Date** 10/2/2024 () Other

#### **REQUEST**

The Parks and Recreation Department is requesting Council approve the annual renewal for the Gateway Center for the Arts Facility Use Agreement.

#### **PURPOSE**

The request is needed at this time because the agreement is up for renewal September of each year.

#### **CONSIDERATIONS**

- The City has had a long standing positive relationship with Gateway Center for the Arts Inc., partnering with them on events and to promote the arts throughout the local community.
- The initial agreement was signed 5/18/22 with an annual term from September 1 August 31 to align with Gateway Center of the Arts fiscal year and programming schedule.
- In the time since the agreement has been signed, the City has invested around \$100,000 of approved capital funding in the building.
- Items of improvement this fiscal year were new tile floors in the theatre seating area, refinishing of the stage, new toilets and faucets in the exterior restrooms, A/C system upgrades, security system upgrades, network improvements, and theatre audio and lighting improvements.
- Gateway Center of the Arts was able to utilize the facility 876 times by coordinating programs and events, serving 17,000+ patrons. The City used the facility an additional 74 times for classes, elections, events, meetings, and rentals.

#### COST/FUNDING

Cleaning and maintenance costs are budgeting in the current and proposed FY 24/25 budget.

#### **RECOMMENDATION**

It is recommended the Council approved the renewal of the Facility Use Agreement with Gateway Center for the Arts Inc.

#### **IMPLEMENTATION**

Upon approval, the City will continue to work with Gateway Center for the Arts to provide arts and cultural programming and events as well as maximize the use of the facility.

#### **ATTACHMENTS**

Attachment A: Facility Use Agreement

Attachment B: FY 23-24 Gateway Center for the Arts

Attachment C: Gateway Center of the Arts COI

# Facility Use Agreement Gateway Center for the Arts, Inc. and the City of DeBary

WHEREAS, the City of DeBary ("City") is agreeable to allowing the Gateway Center for the Arts, Inc. ("GCA") use of said facilities on park property owned or leased by the City; and

WHEREAS, it is desirable that the respective duties and responsibilities of the parties be set forth in a written agreement (the "Agreement" or the "Contract"); and

**WHEREAS**, both parties hereto agree that the services and instruction rendered by GCA and the land provided by the City are for the good and betterment of the community and in the best interest of the public;

**NOW, THEREFORE**, in consideration of the mutual covenants and understandings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

#### WITNESSETH:

- 1. For and in consideration of the covenants herein contained, the City hereby agrees to the use of the Gateway Center facility located at 880 US-17, DeBary, FL 32713 ("Facility") by GCA for events and programs as described herein, and, in order for any such use to be granted, GCA must supply the City with any Facility use requests by the dates outlined in this agreement. Any changes to program and event dates must be submitted to the City a minimum of two weeks in advance to confirm date, time, availability, and location of needs. Failure to timely submit schedules or schedule changes outlines in this agreement may result in the facility not being available for GCA's use. The right of use granted hereunder is in the nature of a license revocable by the City at any time pursuant to the terms of this Agreement and confers no estate, tenancy, lease, or other similar rights in connection with the Facility upon GCA or any other entity.
- 2. This Agreement is for a term of five-years with five (5) additional one-year renewals conditioned upon the mutual consent of the parties and the parties' compliance with the renewal terms set forth herein. The term of this Agreement is for the five-year period commencing upon execution of this Agreement, and will be subject to renewal by exchange of written notice between the parties as set forth herein. Notwithstanding the preceding, either party may cancel this Agreement at will and in its sole discretion at no penalty to either party upon thirty (30) days written notice to the other party. If this Agreement is renewed after the initial five-year term, such renewal term will commence September 1st of each subsequent year and be expressly conditioned upon the following terms:
  - A. That both parties are willing to renew the Agreement.

- B. That GCA must make a request for renewal in writing to the City in August of each year. As a condition of any such renewal, GCA must provide financials and an annual report for the previous four quarters to the City.
- C. GCA shall furnish to the City the following information:
  - (1) A financial report covering the prior period of the Agreement, indicating the complete revenues and expenditures of the GCA during such term.
  - (2) A statement relative to the goals set for the coming year and how they are proposed to be accomplished.
- GCA agrees to and will at all times indemnify, defend, and hold harmless the City, its 3. elected and appointed officials, officers, agents, and employees from and against all liability, claims, demands, damages, and costs of every kind and nature, including attorney's fees at trial or appellate levels and all court costs arising out of GCA's use or occupation of the Facility or property upon which Facility is located, including any injury to or death of the GCA's employees, agents, invitees, guests, members, and youth players, and damage to any and all property, including loss of use thereof, resulting from or in connection with activities or use of the above facilities by GCA, its agents, servants, employees, volunteers, members, guests, invitees or youth players, or resulting from the negligence, intentional torts, and criminal actions of GCA, its agents, servants, employees, volunteers, members, guests, invitees and youth players or participants. GCA and the City acknowledge and agree that GCA is solely responsible for the reasonable supervision, control, protection and safety of the GCA's agents, servants, employees, volunteers, members, guests, invitees and youth players or participants. GCA shall, upon request from the City, defend and satisfy any and all suits arising from the GCA's use of the Premises. This paragraph and all indemnification and hold harmless provisions of this Agreement will survive the termination and expiration of this Agreement. Further, the City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any section or part of this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of sovereign immunity or the limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 4. GCA agrees to duly turn over ownership of all building equipment, furnishings, fixtures, and appliances essential to the operation of the building, including, but not limited to, theatre lighting, electronics, sound and projection equipment, tables, chairs, refrigerators, and other similar equipment, furnishings, and fixtures to the City, and the City will be responsible for maintaining, repairing, and replacing these items.

GCA will maintain ownership of equipment and electronics that are used for its business and program operations such as computers, art supplies, theatre supplies and props, crafts and homemade jewelry, art displays, and other consumables. GCA will be solely responsible for maintenance, replacement, and repair of these items.

#### 5. The City agrees to:

- A. Perform Facility Repair and Maintenance with regard to the interior and exterior of the Gateway Center facility and property in accordance with the standards deemed appropriate by the City. Such duties include, but are not limited to, mowing, landscaping, repairs, and facility maintenance. Any other requests or instructions regarding facility repair and maintenance must be submitted in writing by GCA and approved by the City.
- B. Facility Repair and Maintenance is further defined to include repair and maintenance of the following items located at the Gateway Center facility or city-owned property upon which such facility is located:
  - 1. AC Service, Repairs, and Replacement
  - 2. Electrical
  - 3. Plumbing
  - 4. Sewer and Lift Station
  - 5. Fire Suppression System and Extinguishers
  - 6. Alarm System
  - 7. Drywall Repair
  - 8. Structural and Mechanical
  - 9. Interior and Exterior Lighting
  - 10. Irrigation Repair and Maintenance
  - 11. Well Maintenance and Repair
  - 12. Pest Control
  - 13. Preventative maintenance and daily cosmetic concerns such as painting, patching, etc.
  - 14. Maintenance and repair of floors, including hard wood floors and stage.
  - 15. Parking Lot and Sidewalks
  - 16. Roof and Gutters
- C. Cause daily general cleaning of the facility to be performed, regardless of whether such is performed by a contractor, agent, or the personnel of the City itself. This does not include cleaning up after or putting away supplies and equipment used in connection with GCA programs and events, for which GCA shall remain responsible.
- D. Provide or otherwise keep extra tools on-site at all times for minor facility repairs.
- E. Assume payment of all utilities. The City reserves the right to issue guidelines to GCA and others concerning utility usage.

- F. Provide trash receptacles and trash collection (dumpster and solid waste collection services).
- G. The City will responsible for coordinating and cleaning up after all private rentals by entities other than GCA as well as any City events or programs.

#### 6. GCA agrees that it will:

- A. Coordinate art services programs, activities, and events and provide all staff or volunteers essential for operating or otherwise conducting such programs, events, or activities based on the standards set forth in this agreement.
- B. Timely provide to the City for pre-approval, a copy of schedules for desired space needs (by predetermined due dates in this agreement).
- C. Clean all appliances as needed and as otherwise may be desired by the City following conduct of a GCA activity, program, or event.
- D. Maintain organization and cleanliness before, during, and after all GCA programs and events to include, but not be limited to: removing trash, cleaning and sanitizing touchable surfaces, cleaning the floors, and putting away equipment is proper storage areas.
- E. Install supplies (provided by the City) for restroom facilities, including toilet paper, soap, paper towels, disinfectants, and other cleaning implements, and keep facilities clean during GCA and GCA sponsored programs and events as a backup function when City maintenance is unavailable.
- F. Provide concession services in accordance with specifications established by the State Sanitary Code.
- G. Provide all equipment and supplies required in connection with said activities, e.g., theatre equipment, props, art supplies, event supplies, camp supplies, etc.
- H. Not add any structural materials or make any physical improvements to the facility without the consent of the City. GCA will obtain the prior written approval of the City before GCA may make or authorize physical improvements or structural additions to any part of the facility. Unapproved structural changes or physical improvements to the facilities will, upon the request of the City, require GCA to restore or otherwise cause to be restored the facilities back to their original condition at GCA's expense.
- I. Report damage, vandalism, problems, and safety hazards to the City immediately.
- J. Provide one individual to act as the GCA representative and liaison between the GCA and the City.

- K. Maintain control of participants, visitors, and spectators, and ask rule violators to leave the facility or contact appropriate law enforcement agency as necessary. GCA agrees to have a GCA official at the facility during the conduct of all GCA or GCA sponsored or hosted programs, activities, and events. The City will assist with co-sponsored events and will be solely responsible for the City's own participants and invitees for City sponsored or hosted events and functions.
- L. Provide the City with a complete list (including names, phone numbers, and emails) of all GCA Employees and Board Members. GCA will provide a written statement listing the total number of registered program participants that are City residents and non-residents.
- M. Provide the City with a copy of the GCA regulations, charter, policies, procedures, guidelines, and organizational chart.
- N. Report all accidents or injuries to employees, spectators, visitors and participants occurring on facility property within 48 hours, by both telephone and a follow up written report.
- O. Provide the City with details of registration information and events (dates, times, locations, costs, etc.).
- P. The City will issue any necessary codes/combinations/ and or keys to be used by the GCA employees and board members. These items are not to be duplicated or shared outside of the GCA needs.
- Q. Operate concession facilities during non-GCA related activities and/or special events. If the GCA cannot operate concessions during these pre-determined dates, the City reserves the right to operate and/or assign this service to outside vendors.
- R. Give the City two weeks' notice on any schedule changes or additions. Schedule changes or additions can be accommodated only if space is available.
- S. Set GCA operating hours at the facility where GCA staff or volunteers will be on site and give these hours to the City. Any changes to building and GCA operating hours must be given to the City with two weeks' advance notice.
- T. Communicate building information and rental pricing and provide tours of the facility during set operating hours to those interested in renting the facility for events, functions, and other activities. GCA shall further refer any entities interested in booking or reserving the facility to the City to make any such arrangements.
- U. Open the facility during operating hours and lock and secure the facility daily upon closing. Any facility damage, vandalism, or stolen goods that occur due to negligence of the GCA securing the facility will be the responsibility of the GCA to remedy at their own expense.

7. GCA will have the use of the above referenced facility as set forth in this Agreement. The facility will be scheduled for programming by school calendar year. GCA shall submit to the City, for City approval, a proposed schedule of programs, activities, and events for each subsequent school year by May 31st of each year.

Upon receipt and approval of GCA's annual schedule request, the City will, provided that it notes no basis for objection or modification of such request, book the facility for the proposed programs, activities, and events through a live calendar in which GCA will have access to. Any new GCA calendar bookings throughout the year can be taken first come first serve alongside rentals and City programs or events.

If GCA desires to change its approved schedule of activities submitted to the City, GCA shall request in writing such change from the City Parks and Recreation Director. Any such changes to program and event dates must be submitted to the City a minimum of two weeks in advance to confirm date, time, availability, and location of needs. The City Parks and Recreation Director, in his or her sole discretion, will have the right to grant or deny GCA's request for a schedule change. GCA shall release use of the facilities at times when they are not scheduled or when they are required for use by the City for purposes of maintenance or use by others.

- 8. GCA must provide art and cultural services year round. Failure to provide programs, activities, and events on a year-round basis to meet the needs of the community may result in termination of this Agreement. Programs include, but are not limited to, art and theatre classes, art and theatre camps, art galleries, theatre productions, and other stage entertainment. Programs, activities, and events provided shall be outlined in GCA's annual report to the City each year.
- 9. Scheduling of all facilities is at the sole discretion of the City. GCA acknowledges and agrees that there may be times when the City will need to utilize the facilities or otherwise deny GCA's use of the facilities on its scheduled day(s), whether due to an emergency or any other important event that may occur, which as determined by the City in its sole discretion, requires the City to deny GCA's use of the facilities. If the City denies GCA's use of the facilities on one or more approved scheduled days, the GCA shall relinquish use of the facilities immediately upon receiving notice thereof from the City. Throughout the year, no other entity may use GCA's equipment or fixtures without GCA's express permission.
- 10. The City reserves the right to coordinate any programs or events in the building or on the property at any time for the City's programs, events, or for emergency use as stated above. The City should plan and book City programs and events only after the proposed GCA event calendar is submitted to the City by May 31st each year.
- 11. The City will be responsible for managing the building calendar and booking all private facility rentals such as weddings, receptions, parties, meetings, etc. All private rental fees will be set by the City, and all private rental revenue will go to the City. If GCA gets an

inquiry for a private rental, GCA should direct all such inquiries to the City's Parks and Recreation Department for booking based upon availability as scheduled around previously scheduled programs, activities, and events. Any contractual agreements for private rentals currently in place with GCA prior to this agreement may stay in place with GCA until those agreements end. Any such rental dates must be included in the GCA calendar of events submitted to the City in order to guarantee that space and capacity will be available.

12. GCA at its own cost and expense shall keep in force during the term of this Agreement; insurance from an insurance company licensed in the State of Florida and rated "A", Class "X" or better by A.M. Best. The required insurance shall be evidenced by a certificate of insurance, which must be submitted to and approved by the City prior to the effective date of this Agreement.

The City of DeBary must be listed as an additional named insured under the Comprehensive General Liability Insurance policy, and the City must be provided with a thirty-day (30) notice in the event of cancellation, non-renewal or adverse change to the policy.

GCA shall provide Comprehensive General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence, combined single limit. Such policy may not allow the policy limits to be reduced by defense and claim expenses. Such insurance must be issued on an occurrence basis and include coverage for GCA's operations, independent contractors, subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, contractors, or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by GCA or by any of its subcontractors arising from operations conducted under this Agreement. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly GCA's Agreement to indemnify, defend and hold harmless the City as provided in the Agreement. The commercial general liability policy must provide coverage to the City when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of the City in GCA's Care, Custody or Control or Property of City on which operations are being conducted. When the City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used and must provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. GCA shall require any subcontractors performing work or providing services in connection with this Agreement to add the City to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. The commercial general liability policy must provide a waiver of subrogation in favor of the City and any other party required by this Agreement to be named as an additional insured. :

Failure to comply with this requirement will render this Agreement void at the election of the City except that all indemnification and hold harmless provisions and provisions pertaining to the City's sovereign immunity protections shall survive.

- Any vendors or other contractors operating on property or within the facility that are not GCA staff or volunteers must have and maintain \$1,000,000 in general liability insurance with the City listed as an additional named insured. Such vendors or other contractors must also execute a contractual agreement with the City, in a form prescribed by the City, describing the services or activities that such vendors or contractors will be providing or otherwise engaged in on the City's property and agreeing to indemnify, defend, and hold the City harmless from any and all liability arising from their activities on City-owned property. Copies of such contractual agreements and proof of insurance must be kept current by GCA and provided to the City upon request. Failure to comply with this paragraph will result in non-compliant vendors or contractors being barred from City property, including the facility.
- 14. Any paid contracted instructors hired by GCA must have a signed W9 and waiver holding GCA and the City harmless while conducting any classes, programs, or events on City property or within the facility. Copies of the W9 and waivers must be kept current by GCA and provided to the City upon request.
- 15. If GCA operates a concession facility or in any way distributes or sells food, beverages, candy or foodstuffs of any description, GCA agrees to fully indemnify, defend, and hold harmless the City (in accordance with paragraph 3 herein) from and against any claim, damages, or costs arising from or in connection with the provision of such foodstuffs.
- 16. This Agreement may not be assigned or transferred in any manner by GCA or the City and any such assignment or transfer is expressly prohibited.
- 17. This Agreement is binding upon the parties hereto and their successors and assigns.
- 18. Any previously existing oral or written agreements are terminated as of the effective date of this Agreement and will be deemed to be hereafter null and void and of no further force and effect whatsoever.
- 19. No modifications, amendments, or alterations in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties.
- 20. This Agreement is governed by and must be interpreted in accordance with the laws of the state of Florida. Any and all legal action arising out of this Agreement will, if in state court, have its exclusive venue in a court of appropriate and proper jurisdiction located in Volusia County, Florida, or if in federal court, the Middle District of Florida, Orlando Division.

21. If any terms or provisions of this Agreement, or the application thereof to any person or circumstance is, to any extent, be held invalid or unenforceable, then the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have may, 2022.	ve executed this Agreement this day of
Date: 5/9/2-2	Date: <u>5/9/22</u>
GCA Board President Gateway Center for the Arts, Inc.	Saunden H Gray Witness Gateway Center for the Arts, Inc.
Date: 5/18/2022	Print Name: Saundra H. Gray
BY: Kue Chise	
Mayor	
City of DeBary	

# 2023-2024 Fiscal Year Gateway Center for the Arts

## Building was utilized 876 times serving +17,000 patrons

## **Gallery Receptions**

Claire Radigan Group Exhibit
Peppermint Gallery Exhibit
Annual Members Exhibit
Youth Celebration of the Arts Exhibit
Congressional Art Exhibit with Corey Mills
George Melendez & Michelle Davidson Exhibit
Ken Harris Group Exhibit

**Total: 7 Exhibits Gallery scheduled 345 Days** 

## **Classes/Workshops**

Acting Workshop
Open Studio
DeBary Youth Chorus (Singphony)
Pottery
Comedy Improv - Dip Your Toes
Sip & Splatter
Fall Wreath Making
Calendar Making
Holiday Wreath Making
Garden Fairy Stakes
Shaker Cards

Total 11 Classes
Class/Theater/Gallery scheduled 152 Days

## **Summer Art/Theater Camps**

Round & Round We Go
Cardboard Craziness
Hidden Messages
Splatter
Black Light Wonder
It's A Wacky Week
It's Showtime
Around the World in 5 Days
"The Rehearsal" (2 weeks)
"Pirates of the Amazon" (2 weeks)
"The Lion King" (2 weeks)

Total - 11 Camps
Theater & Classrooms scheduled 70 days

#### **Concerts & Events**

**NYCE Guys Concert** 

(8) "12 Angry Jurors" Theater Production

(10) Bunco

**Holiday Cabaret** 

(6) Comedy Chasers

(2) Improv Event

The Crew Concert

West Volusia Chorus

(2)"Cafe Murder" Theater Production

(8) "Excuse Me, I Don't Have Time for Nonsense" Theater Jingle Ball

"Back to the 80's"

(2) Trivia Night

(8) "Next to Normal" Theater Performance

(3) "The Rehearsal" Summer Performance

(3) "Pirates of the Amazon" Summer Performance

(3) "The Lion King" Summer Performance

(3) "Oatys" Theater Performance

Total - 18 Events Theater scheduled/utilized 64 Days

#### **Festivals**

24th Youth Celebration of the Arts Crafts & Carols Festival with City of DeBary

**Total - 2 festivals** 











#### Cash Flow

9/1/2023 through 8/31/2024

	3	
9/5/2024		Page 1

Category	9/1/2023- 8/31/2024
INFLOWS	
CLASS INCOME	8,584.00
CONCESSION INCOME	3,683.66
FACILITIES RENTAL INCOME	5,775.00
GALLERY CONSIGNMENT INCOME	408.64
GIFTSHOP INCOME	1,948.56
GRANTS MUNICIPAL & CORPORATE	56,369.00
MEMBERSHIP	1,900.00
SPONSORSHIPS & DONATIONS	40,758.02
SUMMER ART & THEATRE CAMP INCOME	49,805.00
THEATRE & EVENTS INCOME	30,981.67
TOTAL INFLOWS	200,213.55
OUTFLOWS	
ACCOUNTING EXPENSES	8,027.75
ADVERTISING & MARKETING	2,404.95
CLASS EXPENSE	4,906.41
CONCESSION EXPENSE	2,276.54
FACILITY EXPENSE	28,708.54
FLORIDA DEPT. OF REVENUE	144.44
GALLERY CONSIGNMENT EXPENSE	543.34
GIFT SHOP EXPENSE	798.23
OFFICE SUPPLIES	1,239.72
PAYROLL	85,517.76
SUMMER CAMP EXPENSE	20,360.53
TECHNOLOGY EXPENSE	6,583.80
THEATRE & EVENTS EXPENSE	25,691.41
VOLUNTEERS	5,966.67
TOTAL OUTFLOWS	193,170.09
OVERALL TOTAL	7,043.46

### Balance Sheet August 31,2024

ASSETS	
TD Bank Operating	\$ 93,416.07
TD Savings	\$ 1,075.90
Petty Cash Lock Box	\$ 300.00
Concession Register	\$ 150.00
Front Register	\$ 200.00
Total Checking/Savings	\$ 95,141.97
FIXED ASSETS	
Theatre Equipment	\$ 4,600.00
Furniture & Equipment	\$ 7,500.00
Computer Equipment	\$ 6,450.00
Total Fixed Assets	\$ 18,550.00
Other Assets	
Art Work	\$ 5,000.00
Total Assets	\$ 118,691.97

Liabilities	
Account Payable	\$ -
Credit Card	\$ 2,965.39
Total Liabilities	\$ 2,965.39

# Proposed 2024-2025 Fiscal Year Gateway Center for the Arts

In 2023/2024

**Gallery Receptions** 

Total: 7 - 8 Exhibits

**Classes/Workshops** 

Total: 11 Classes

**Summer Art/Theater Camps** 

Total: 11 Camps

In 2024/2025

**Gallery Receptions** 

Maintain 7 - 8 Exhibits

**Classes/Workshops** 

Maintain 11 Classes

Adding Educational Art/Environmental talks

**Summer Art/Theater Camps** 

Maintain 11 Camps

Adding an additional week depending on the Volusia school calendar

**Concerts & Events** 

Total: 18 - 20 Events

**Festivals** 

Total: 2 festivals

**Concerts & Events** 

Maintain 18 - 20 Events

Adding Music Concerts with diverse styles

**Festivals** 

Maintain 2 festivals

Adding a Breast Cancer Event/Festival













# Gateway's Strategic Plan: 2024-2025

Gateway Center for the Arts seeks to advance the quality of life within its sphere of influence by making available and providing access to multi-disciplines of art and culture bringing aesthetic awareness, and promoting lifelong learning and wellness to people of all ages & abilities. We also encourage and perpetuate the production, preservation, conservation, viewing of the fine arts, and the educational support of the arts to all.

We dedicate our programs to serve children and adults not only in DeBary but all neighboring communities.

#### **Our Goals for 2024-2025 are:**

- Having enlarged our Board of Directors, who are supportive and share a common goal, we will continue the opportunities for them to learn and volunteer their services.
- Continue to market through our community to increase our Volunteer Program.
- Continue to educate and market our communities with all of the services we offer.
- Increase the academic & fine arts area bringing education and history with art and environmental talks to educate the community.
- Continue to properly fund, increasing size of staff, to accommodate new programs and opportunities.





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject to is certificate does not confer rights to						may require	an endorsement. A state	ement o	on
PRO	DUCER				CONTAC NAME:	OT Jen Ely				
Brown & Brown Insurance Services, Inc.			PHONE (A/C, No, Ext): (386) 944-5807 FAX (A/C, No):							
P.O	. Box 2412				[A/C, No, Ext): (A/C, No):  E-MAIL ADDRESS: jen.ely@bbrown.com					
					ADDRE		STIDED(S) AFFOR	DING COVERAGE		NAIC #
Day	tona Beach			FL 32115-2412	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company				18058	
INSU					MODILA A				23140	
	Gateway Center for the Arts, Inc	:_			MOOKER B.					
880 N Highway 17/92				INSURER C:						
	300g,				INSURER D:					
	Debary			FL 32713	INSURER E : INSURER F :					
CO	VERAGES CER	TIFIC	ATE I	NUMBER: 24-25				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	100	0,000
	CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	φ	
_				DUDK3591031 003		00/04/2024	00/04/2025	MED EXP (Any one person)	4.00	
Α	<u> </u>			PHPK2581921-002		09/04/2024	09/04/2025	PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000 \$ 3,000,000	
	POLICY JECT LOC							PRODUCTS - COMP/OP AGG	\$ 3,00	0,000
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$ 300.	000
	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$ 500,	
Α	OWNED SCHEDULED			PHPK2581921-002		09/04/2024	09/04/2025	BODILY INJURY (Per accident)	\$	
_	AUTOS ONLY AUTOS NON-OWNED			FTIFR2301921-002		03/04/2024	03/04/2023	PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							AGGREGATE	\$	
	WORKERS COMPENSATION							➤ PER OTH-ER	Ψ	
_	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		l <u>.</u>				E.L. EACH ACCIDENT	<sub>\$</sub> 100,	000
В	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			AWC1209452		09/04/2024	09/04/2025	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,	000
	DESCRIPTION OF OPERATIONS BEIOW							E.L. DISEASE - POLICY LIWIT	Φ ′	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
CEF	RTIFICATE HOLDER				CANC	ELLATION				
	The City of DeBary				THE	<b>EXPIRATION D</b>	ATE THEREOF	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		) BEFORE
	16 Colomba Rd				AUTHO	RIZED REPRESEN	ITATIVE			
	DeBary,			FL 32713			•	Septemen		



#### **City Council Meeting** City of DeBary **AGENDA ITEM**

Subject: Land Surveying Additional Service to

Benson Junction Road Improvements

from west of Shell Road to 17-92

Richard Villaseñor, City Engineer From:

October 2, 2024 **Meeting Hearing Date** 

Attachments:

() Ordinance

() Resolution

(X) Supporting Documents/ Contracts

() Other

#### **REQUEST**

Staff is requesting City Council approve the Allen & Company Land Surveying additional service proposal in the amount of \$27,000.00 to the Benson Junction Road Reconstruction design and permitting contract.

#### **PURPOSE**

To survey the new stormwater forcemain pipe alignment outside of prior scope areas.

#### **CONSIDERATIONS**

- Previous scope areas have already been surveyed for generating pipe alignment options;
- Coordination with Duke Energy yielded denials for the options presented;
- The latest resulting alignment follows road corridors and most favorable to Duke, though it goes outside of prior scope areas;
- Coordination efforts are on-going with both Duke and FP&L for perpendicular easement crossings will occur;
- The pump station location and ultimate outfall into the City's borrow pit remain unchanged;
- Approval of this proposal will allow the immediate efforts for incorporation of the additional scope area into the design and permitting of the project. The current target month to provide 90% construction documents for FDOT review and approval is early February 2025.

#### COST/FUNDING

The cost of this proposal is \$27,000.00 to be paid from the City's Stormwater Budget.

#### RECOMMENDATION

Staff is requesting City Council approve the Allen & Company Land Surveying additional service proposal in the amount of \$27,000.00 to the Benson Junction Road Reconstruction design and permitting contract and authorize the City Manager to execute the proposal agreement.

#### **IMPLEMENTATION**

Upon council approval, the additional field work will be authorized and scheduled.

#### **ATTACHMENTS**

Proposal by: Allen & Company; Exhibits: Current Project Area

Pump System Layout Changes











### PROJECT PROPOSAL

Date: September 05, 2024

Client: Kimley-Horn

**Project Type:** Route / Topographic Survey / Soft

Dig Excavation Services / Sketches of Description

**Project Name:** Benson Junction Rd - IPO #11

Prepared By: James Rickman, P.S.M., Sr. Vice President of

Land

Phone: 407.654.5355. Ext. 102 Email: Jim@allen-company.com



September 05, 2024

Kimley-Horn 116 South Kentucky Avenue Lakeland, FL 33801 Attn: Hao Chau - Hao.Chau@kimley-horn.com

RE: Benson Junction Rd - IPO #11 - REVISED - Additional Services - Schedule A (20220179-4)

#### Hao Chau:

We appreciate your consideration of ALLEN & COMPANY, INC. to provide professional Land Surveying services for the above referenced project. These services will include items listed on Schedule "A" to be billed Lump Sum as shown on Schedule "A", attached, plus out-of-pocket expenses incurred on the client's behalf. Also, included in this contract are the attached "Standard Provisions of Agreement for Professional Services".

The survey will be prepared in accordance with the minimum technical standards for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

The following additional provisions are included in this contract:

- The terms of this agreement shall be valid for client acceptance for a period of sixty (60) days from the date of
  execution by Allen & Company, Inc. after which time this contract offer becomes null and void if not accepted
  formally (evidenced by receipt of an executed copy of this document).
- 2. This agreement may be terminated by either party within fifteen (15) days written notice. In the event of termination, Allen & Company, Inc. shall be compensated to the date of termination, including direct expenses then due.
- 3. All rates and fees quoted in this document shall be effective for a period of twelve (12) months, after which time they may be renegotiated with the client.



**ACCEPTED BY (Sign & Print):** 

- 4. All original documents shall be retained by Allen & Company, Inc. and will remain their property. This information is proprietary and will not be shared with others without prior written consent. The client will be provided with reproducible copies of all original documents upon request, and at client expense.
- 5. The client will pay invoices within 30 days of receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance. Allen & Company, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Allen & Company, Inc. may be compensated for start-up costs when work resumes.
- 6. Upon client request, we will contract and/or coordinate with applicable transportation, environmental, geotechnical, and engineering consultants, and will rely upon their work; however, Allen & Company, Inc. assumes no liability for the accuracy of their work.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Please sign, date and return a copy of this agreement as your authorization to proceed with these professional services. Should you have any questions, please do not hesitate to call.

Sincerely,
ALLEN & COMPANY,INC.

James Rickman

James L. Rickman P.S.M. Vice President

DATE:



#### **SCHEDULE A**

16 E. Plant Street Winter Garden, FL 34787 Phone (407) 654-5355 · Fax: (407) 654-5356 Email: proposals@allen-company.com DATE: September 05, 2024

**PROPOSAL:** 20220179-4 - Benson Junction Rd -

IPO #11

FOR: Hao Chau

**Customer Information:** 

Kimley-Horn 116 South Kentucky Avenue Lakeland, FL 33801

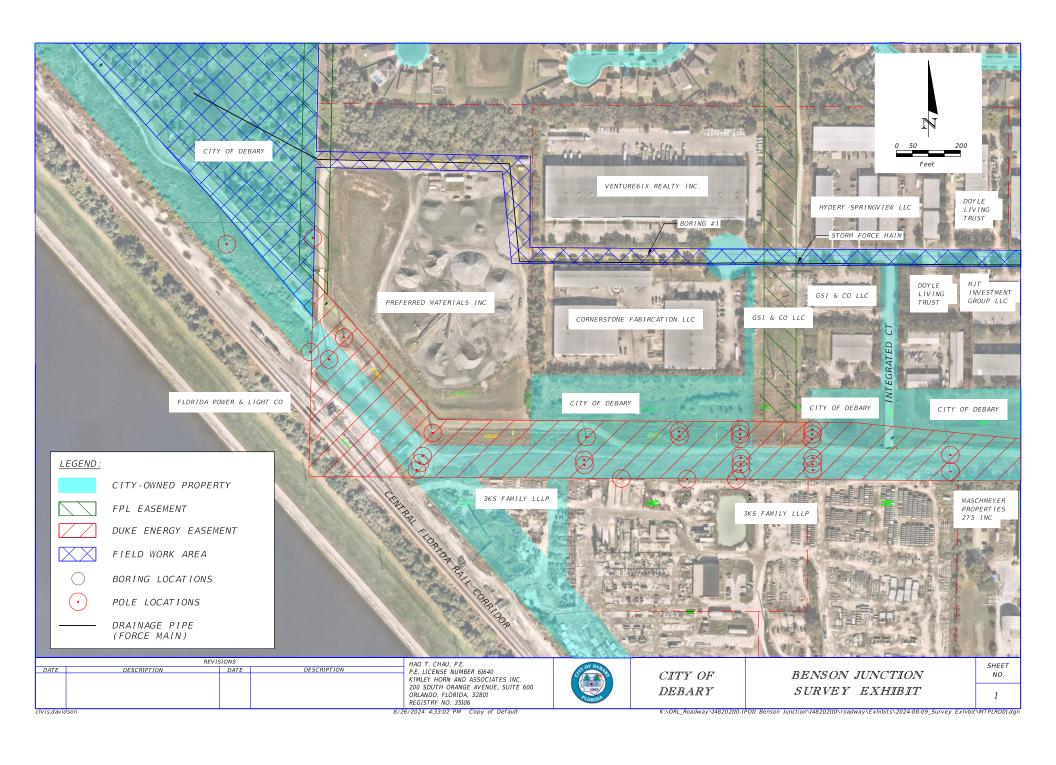
**Quote Description:** 

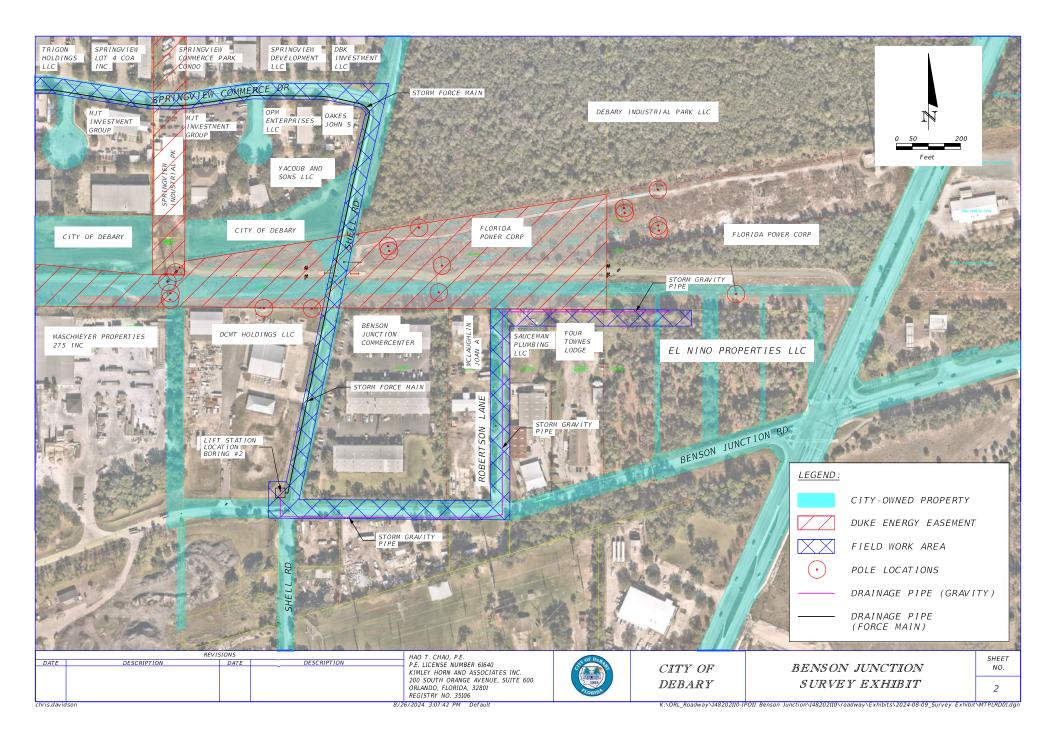
#### 20220179-4 - Benson Junction Rd - IPO #11

DESCRIPTION	CONTRACT AMOUNT
1. Additional Route and Topographic Survey (see attached exhibit - area of scope). Includes location of all above ground features (i.e. trees, sidewalks, signs, roadways, swales, storm structures with inverts, Sanitary manholes and inverts, etc), spot elevations at intervals to depict detailed topographic data and mapped to survey. Also included is an Underground Utility Designation and location of utilities and mapped to survey. (see attached Schedule B for Scope of Procedures and Limitations for SUE location)	\$27000.00
	\$27,000.00

#### **QUESTIONS OR COMMENTS?**

If you have any questions or comments concerning this proposal schedule A, please	e email proposals@allen-company.com
S	iign & Return







#### **SCHEDULE B**

- Allen & Company, Inc. will provide all survey services on work described herein.
- Allen & Company, Inc. will utilize 2D GPR to scan for utilities and EM Equipment to locate utilities where access to utilities is available.
- A Sunshine 811 "LOCATE" ticket will be requested for the areas described to determine the utility providers within the project limits and to notify them of the request for coordination with the Allen & Company, Inc. utility locator.
- Allen & Company, Inc. approximate locate area is outlined in red on the attached image. The exact locate area will need to be designated at time of work.
- Allen & Company, Inc. will use paint and flags to mark located utilities and will provide a technician's field drawing of the located utilities.
- Allen & Company, Inc.'s scope of services does not include the locating of abandoned utilities that are no longer locatable, vacant conduits, gravity sewer, storm lines, small irrigation lines, and low voltage lines. (Unless otherwise specified at an additional cost).
- Client is responsible for ensuring that all electrical and lighting systems are energized and that all lights with outdoor light sensor systems are in use at time of locate work.
- If available, Allen & Company, Inc. requests that client provide as-builts, engineering prints, etc. of existing utilities.
- GPR Scans can only be performed in accessible areas that are clear of obstacles such as construction materials, pipes, vehicles, machinery, dirt/materials mounds, landscaping, trees, uneven terrain, water, etc
- If needed, Allen & Company, Inc. can provide a quote for 3D GPR that typically provides additional/more comprehensive data.



#### **TERMS AND CONDITIONS**

#### (A) LIMITS OF GPR AND ELECTROMAGNETIC SERVICES: If Services are Provided

ACI will make every effort to horizontally detect the underground utilities, objects or voids described in the Scope of Work or as requested at the time of work within the designated work area(s). However, ACI cannot mark utilities/objects/voids that are undetectable. Therefore, ACI cannot guarantee that all subsurface utilities/objects/voids will be accounted for. Locate limitations that ACI will not be held liable for include but are not limited to:

#### • GROUND PENETRATING RADAR (GPR):

- GPR investigations are highly site specific and can be limited by attenuation of GPR signals by subsurface materials.
- GPR investigations are limited by uneven terrain conditions, high grass (over 3"), bushes, trees, debris, etc.
- All vertically stacked utilities/objects may not be detected since GPR signals are reflected by the top most utility/object.
- Some utilities/objects may not return a reflected signal to the GPR receiver.
- GPR scans cannot be made immediately next to buildings/objects due to equipment restrictions.
- Pipes with little or no liquid content at time of locate work may not be detected with GPR.
- Locations of existing utilities scanned by ground penetrating radar (GPR) are to be deemed approximate in nature and in no way are to be construed as exact. Allen & Company, Inc. (ACI) will not be held responsible for damage to existing utilities located by GPR scanning.

#### • ELECTROMAGNETIC LOCATING:

- The number of access points within designated locate area(s) may be limited or non-existent.
- Utility or property owner may restrict or deny the use of utility access points.
- Utility may not adequately carry the imposed current from the electromagnetic locate equipment.
- Fiber & other non-metallic lines with no or non-working tracer wire are untoneable with electromagnetic locate equipment.
- Locations of existing utilities designated by Electromagnetic Equipment (EM) are to be deemed approximate in nature and in no way are to be construed as exact. Allen & Company, Inc. (ACI) will not be held responsible for damage to existing utilities located by EM equipment.



# TERMS AND CONDITIONS (CONTINUED)

#### (B) DESIGN ENGINEER and CONTRACTORS

Due to locate limitations, the client's/owner's Design Engineer is expected to gather and identify existing facility information from various prints and underground facility owners/operators to confirm that no other subsurface utilities/objects are present in the project area, and Contractors are responsible to abide by Florida Statutes 556.106 - Sunshine 811.

#### (C) MACHINE DEPTHS: (If Service is provided)

Machine depths are approximate readings, are not guaranteed depths, are provided for informational purposes only, and should not be relied upon for any type of subsurface work. ACI will not accept any responsibility for actions taken based on provided machine depths.

- (D) VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: (If Service is provided)
  Soft Digs are made within grassed or otherwise unpaved surface conditions to a maximum depth of approximately
  10 feet to determine the depth of the utility/object. If requested, ACI also will provide the size and material type.
- Soft Dig vertical depth measurements are made from the top of each exposed utility/object to the ground surface.
- The vertical depth range and visual inspection ability is dependent on events such as ground water level.
- Client must obtain/provide ACI with any required soft dig permits before soft dig work is performed. Client will be

responsible for any permitting soft dig fines assessed by governing agency.

- (E) CORE BORE WITH VERTICAL EXCAVATION (HARD SOFT DIG): Information/Limitations: (If Service is provided) A Core Bore is made in asphalt or concrete to vertically expose a utility/object to determine the depth of the utility/object from the top of the utility/object to the pavement surface.
- Vertical Excavation limits apply (See Item D).
- Test hole will be backfilled with like materials compacted in 6" lifts or with a flowable fill mixture.
- The current asphalt thickness will be replaced with double asphalt thickness.
- Asphalt/Concrete Core Bore Permits are to be furnished to ACI by the client prior to work being scheduled. Client is responsible for cost of all permits, MOT, Traffic Control, and any permitting fines assessed by governing agency.

#### (F) CERTIFICATE OF INS (COI): New/Revised COI Requests

- Client COI requirements must be provided to ACI prior to the Authorization to Proceed being issued.
- ACI will invoice client for all costs associated with client COI requirements that incur billable charges to ACI



#### **SCHEDULE OF COMPENSATION 2024**

SERVICE:	HOURLY RATE:
EXECUTIVE DIRECTOR PROFESSIONAL LAND SURVEYOR	\$ 300
DIRECTOR PROFESSIONAL LAND SURVEYOR	\$ 250
MANAGING PROFESSIONAL LAND SURVEYOR	\$ 185
LIDAR SPECIALIST	\$ 200
SENIOR PROJECT MANAGER	\$ 150
PROJECT MANAGER	\$ 125
SENIOR SURVEYING TECHNICIAN	\$ 135
SURVEY TECHNICIAN	\$ 120
JUNIOR SURVEY TECHNICIAN	\$ 105
2 MAN SURVEY CREW	\$ 180
3 MAN SURVEY CREW	\$ 225
FIELD COORDINATOR	\$ 120
PLAT COORDINATOR	\$ 120
EXPERT WITNESS	\$ 300

#### **OTHER DIRECT CHARGES**

**REIMBURSABLE EXPENSES AT ACTUAL COST PLUS 20%** 

- SUB-CONSULTANTS
- TRAVEL EXPENDITURES
- FIELD SUPPLIES (PAINT, CONCRETE, ASPHALT PATCH, WOOD STAKES AND FUEL)
- PRINTING
- **DELIVERIES**
- PERMITS

Note: These are our "standard rates", and may vary +/- depending on the project level of detail, difficulty, volume of work, Etc.



### SCHEDULE OF COMPENSATION - 2024 SUBSURFACE UTILITY EXPLORATION (DAYTIME)

RATE:		
\$ 1,200 / DAY		
\$ 140 / HR		
\$ 190 / HR		
\$ 225 / HR		
\$ 250 / HR		
RATE:		
\$ 525 PER HOLE		
\$ 750 PER HOLE		
\$ 475 PER HOLE		
\$ 700 PER HOLE		
\$ 450 PER HOLE		
\$ 650 PER HOLE		
\$ 425 PER HOLE		
\$ 600 PER HOLE		

Note: These are our "standard rates", and may vary +/- depending on the project level of detail, difficulty, volume of work, Etc.



## STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Client and Surveyor (collectively, the "Parties"; individually, "Party") agree that the following Provisions shall be a part of their Agreement:

- 1. Neither Client nor Surveyor shall assign its interest in this Agreement without the express written consent of the other Party.
- 2. Surveyor's obligations in this Agreement are contingent upon, and Surveyor shall not be responsible for damages nor be deemed to be in default of this Agreement by reason of: delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Surveyor's reasonable control, nor due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Surveyor's work promptly, nor due to late, slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Surveyor's work, in the case of the happening of any such cause of delay, the time of completion of Surveyor's work shall be extended accordingly.
- 3. Client agrees to waive all Surveyor liability regarding any and all changes to plans and/or specifications affecting Surveyor's work, unless such changes were approved by Surveyor's express written consent.
- 4. Client expressly waives all liability against Surveyor for the Client's or any third party's use of unsigned Surveyor plans or drawings.
- 5. All tracings, survey notes, and other original documents prepared by Surveyor are instruments of service and shall remain the property of Surveyor, except and unless these documents become public property by operation of law.

- 6. Surveyor's liability to the Client is limited to Surveyor's general liability insurance coverage. Notwithstanding the foregoing, if any damages are caused by Surveyor on account of professional error, omission or negligence, Surveyor's liability to Client will be limited to a sum not to exceed Surveyor's fee.
- 7. Surveyor's fees and other charges will be billed to Client monthly. The net amount shall be due from Client to Surveyor at the time of billing.
- 8. Interest of one and one-half percent (1.5%) per month (or the maximum rate allowable by law, if applicable) will be added to amounts not paid within thirty (30) days of the billing date. Payments received thereafter will be applied first to accrued interest and then to any principal unpaid amounts. Attorneys' fees and other costs incurred by Surveyor in collecting delinquent amounts shall be paid by the Client.
- 9. If Client fails to pay Surveyor within sixty (60) days after invoices are rendered, then Client agrees Surveyor shall have the right to consider said failure to pay as a default and total breach of this agreement. Client expressly agrees to hold Surveyor harmless from any liability arising out of Surveyor's termination of its services hereunder due to Client's failure to pay.
- 10. Client shall pay the costs of checking inspection fees, zoning and annexation application fees, assessment fees, soils surveying fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the Provisions of this Agreement.
- 11. In the event any portion of the work prepared by Surveyor is suspended, abandoned, or terminated, the Client shall pay Surveyor for the work performed on an hourly basis, not to exceed any maximum amount specified in the "Schedule of Compensation" included with this Agreement.



# STANDARD PROVISIONS OF AGREEMENT (CONTINUED)

- 12. Any opinion of construction cost prepared by Surveyor represents its judgment as a design professional and is supplied for the Client's general guidance. Surveyor has no control over the cost of labor and material, nor over competitive bidding or market conditions; therefore, Surveyor does not guarantee the accuracy of such opinions as compared to contractor bids or actual Client cost.
- 13. Client agrees that the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property at all times, not just during working hours.
- 14. Surveyor will use that degree of care and skill ordinarily exercised under similar conditions in similar localities to this Agreement. No other warranties, express or implied, are made nor intended by Surveyor proposals, contracts, reports, or any other documents arising from the Provisions of this Agreement.
- 15. Client agrees to defend, indemnify, and hold harmless Surveyor from all liability, real or alleged, in connection with the performance of work on this project, excepting liability directly arising from the sole gross negligence of Surveyor.
- 16. If there is a total breach of this Agreement, the duties of Surveyor under this Agreement may be terminated, at the sole election of the Surveyor, upon five (5) days written notice to Client.
- 17. In the event of substantial failure of either Party to perform in accordance with the Provisions of this Agreement, the Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

- 18. Client agrees not to solicit (nor respond to any solicitation from) any employee, former employee or subconsultant of Surveyor for employment for this project or any other Client's project until one year after completion and/or termination of Surveyor's services without the express written consent of Surveyor. In the event Client violates this Provision, Client will be immediately liable to Surveyor for one year's salary at the applicable employee(s) billable rate(s).
- 19. Should litigation be necessary to enforce any Provision of this Agreement, or to collect any portion of amounts payable under this Agreement, all litigation and collection expenses, witness' fees, court costs, and attorneys' fees shall be payable to the prevailing party.
- 20. Should any Provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing such Provision(s) and all other Provisions which are otherwise lawful shall remain in full force and effect, and to this end the Provisions of this Agreement are declared to be severable.
- 21. Surveyor's services provided within this Agreement are for the exclusive use of the Client.
- 22. There are no understandings or agreements between the parties, oral, written, or otherwise, except those Provisions herein expressly stated in this Agreement.
- 23. All hourly rates listed in the "Schedule of Compensation" will be remain in effect for at least 60 days from the date this Agreement is executed.

INITIALS	

#### **CAPABILITY STATEMENT**

EIN# 59-3381650 • NAICS CODE 541370 • SIN 8713 • FDOT 8.1, 8.2 - 8.4 • CAGE# 4YQQ1

#### **Company Profile**

Allen & Company is a technology-driven surveying, mapping, and geospatial services company with headquarters in Florida and offices across the U.S. Our teams support the needs of customers in industries to include Architecture, Engineering, Construction and Development, Commercial Real Estate, Healthcare, Resorts and Hotels, Theme Parks, Energy, Power Generation, Entertainment, and other innovative markets across the U.S.

#### **Core Competencies**



Mapping





Construction

Surveying



**Home Builder Land Surveying** Services

Surveying

Hydrographic Mapping

Scanning

**Exploration** 

**LiDAR Data Processing** 

#### **Company Differentiators**

- More than 30 Years of Industry Experience
- Over 130 professionals led by multiple licensed Land Surveyors and Mappers (PSMs)
- Complete range of surveying solutions: Aerial, Land Surface, Subterranean, and Hydrographic
- Multiple teams across all core competencies and specialities, working across the United States
- Ongoing cross-training and skills development to include Part 107 FAA drone pilots, Autodesk Civil3D
- Company-owned technology resources to include tools for reality capture: NavVis VLX Scanner, Artec Leo 3D, Wispr Ranger Pro, Leica RTC 360, and **Ground-Penetrating Radar**
- Exceptional track-record delivering on-time and on-budget in the most complex of projects





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Subsurface Utility Exploration (SUE) Topographic Surveying & Mapping
Platting & Administration Cadastral, Boundary & Geodetic Surveying
Vacuum Excavation Services Concrete Scanning (GPR)



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**SURVEYING** 



MAPPING



**GEOSPATIAL** 



**Boundary & Topographic Surveys** ALTA/NSPS Surveys • Legal Descriptions **Right-of-Way Mapping** 



**Building Fits • Site Control** Plot Plans • Elevation Certifications Grade Staking • Asbuilts



Plan Coordination • Site Calibration **Building Staking • Foundation Surveys** Hor./Ver. Control • Utility Asbuilts



RF Location • Damage Investigations **GPR Locating • Vacuum Excavation Tree Root Preservation** 



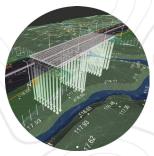
Planimetric Mapping • Roof Inspection **BIM Integration • Accident Scene Maps Environmental Assessments** 



Topographic Mapping • Volumetric Analysis Water Depth Profiles • Bottom Mapping Storm Water & Drainage Management



Remote Sensing LiDAR 3D L.I.P. Models • Geospatial Models **COTS Remote Sensing** 



3D LiDAR Scanning • Digital Visualizations GIS Management • Point Cloud Acquisition Asset Management



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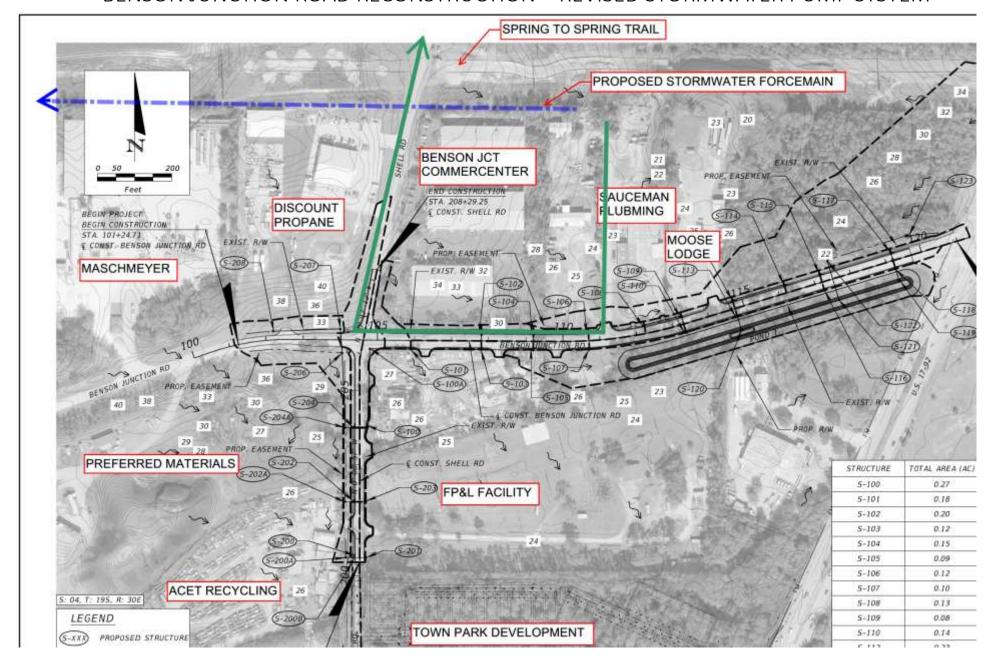




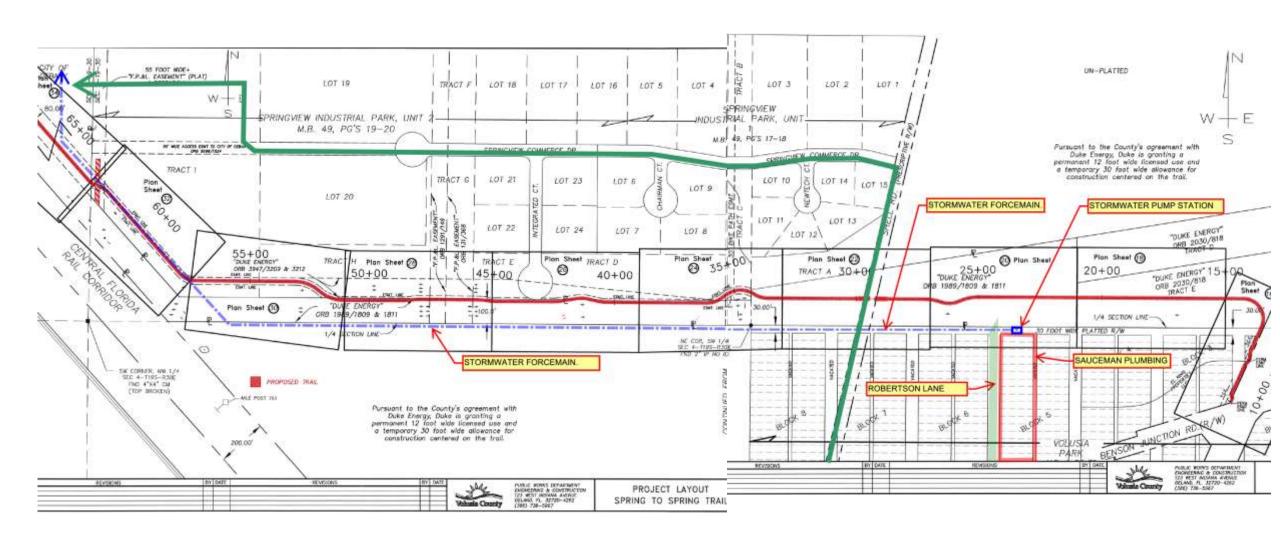


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#### BENSON JUNCTION ROAD RECONSTRUCTION – REVISED STORMWATER PUMP SYSTEM



#### BENSON JUNCTION ROAD RECONSTRUCTION — REVISED STORMWATER PUMP SYSTEM



## BENSON JUNCTION ROAD RECONSTRUCTION — CONCEPTUAL STORMWATER PUMP SYSTEM Volusia County Property Appraiser

