



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COMMISSION MEETING NOVEMBER 12, 2024

**6:00 PM, Shores Community Center, 3000 Bellemead Drive
Daytona Beach Shores, FL 32118**

Upon being recognized, a member of the public shall proceed to the podium and give his or her name and address and may, thereafter, speak for a maximum of three minutes on any matter relevant to a specific agenda item. During "Audience Comments," a member of the public may speak on any matter relevant to City business which is not on the agenda, for a maximum of three minutes in accordance with Section 2-1.1(d) and 2-2 of the City Code. In accordance with Section 2-2, during periods set aside for public discussion any person desiring to speak shall secure a form located at the agenda table, complete the form and present it to the City Clerk so the speaker can be recognized by the presiding officer. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section. It shall be the duty of the Director of Public Safety, upon the order of the presiding officer at any such meeting, to forcibly, if necessary, evict any person violating the provisions of this section from the Commission Chambers. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. ELECTION ITEMS**
 - A. Resolution 2024-21 Certifying Election Results
 - B. Oaths of Office
 - C. Nomination of Vice Mayor
- 6. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**

- A. Presentation from Tomorrow Needs You by Jordan Snipes

7. APPROVAL OF MINUTES

- A. City Commission Workshop Minutes Oct. 22, 2024
- B. City Commission Minutes Oct. 22, 2024

8. CONSENT AGENDA:

- A. Approval of Non-Exclusive Franchise - Fence Service Inc., dba AAA Dumpster Rentals
- B. Approval of Dune Walkover Repair Change Orders: East Coast Marine Construction & Design
- C. Approval to purchase Public Safety vehicles
- D. Approval of Volusia County - Paul Culver Construction, Inc. Piggyback Contract For General Construction Services

9. OLD BUSINESS:

10. QUASI-JUDICIAL HEARING

- A. Regular Site Plan RSP12024020: LUX Condominium, 3159 S. Atlantic Ave.

11. NEW BUSINESS:

- A. Ordinance 2024-22: Allowing Non-Conforming Land Use for Jet Set of Daytona at 2560 S. Atlantic Avenue
- B. Resolution 2024-22 Approval to Accept Funds from Opioid Abatement Funding Program

12. CITY ATTORNEY COMMENTS

13. CITY MANAGER COMMENTS

14. COMMISSION COMMENTS:

15. AUDIENCE REMARKS/PUBLIC COMMENTS:

16. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

17. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.



**CITY COMMISSION AGENDA MEMORANDUM
NOVEMBER 12, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Becky Vose, City Attorney
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Resolution 2024-21 Certifying Election Results

SYNOPSIS:

The official certifying of election results is a requirement by Florida Statutes.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

ATTACHMENT: 1. 2024-21 certifying the November election results

RESOLUTION 2024-21

A RESOLUTION OF THE CITY COMMISSION OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, DECLARING THE ELECTION OF TWO CITY COMMISSION MEMBERS FOR SEAT 2 AND SEAT 4 WITHOUT OPPOSITION, DECLARING A SPECIAL ELECTION FOR SEAT 3 WITHOUT OPPOSITION; DECLARING OTHER PERTINENT MATTERS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the candidates referenced in this Resolution have met the requirements for office of Council Members in compliance with Sections 2.01 and 2.02 of the *City Charter of the City of Daytona Beach Shores* and other applicable provisions of controlling law; and

WHEREAS, the *City Charter of the City of Daytona Beach Shores* establishes rules and regulations for the General Election of Municipal Officers within the City of Daytona Beach Shores; and

WHEREAS, a General Election for vacancies on the City Commission of the City of Daytona Beach Shores and a Special Election for Seat 3 were called for November 5, 2024 and was held in accordance with the controlling provisions of law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DAYTONA BEACH SHORES, FLORIDA, AS FOLLOWS:

SECTION ONE: GENERAL ELECTION HELD.

- (a). A General Election was held November 5, 2024, in the City of Daytona Beach Shores.
- (b). The candidates for City Commission Member Seat 2 and City Commission Member Seat 4, Mark Card and Michael Politis, respectively, were unopposed.

SECTION TWO: SPECIAL ELECTION HELD.

- (a). A Special Election was held November 5, 2024, in the City of Daytona Beach Shores.
- (b). The candidate for City Commission Member Seat 3 Stephan Dembinsky was unopposed.

SECTION THREE: DETERMINATION OF WINNERS.

Pursuant to the General Election held on November 5, 2024, the following three City Commission Members were re-elected without opposition:

Seat 2: Mark Card.

Seat 3: Stephan Dembinsky.

Seat 4: Michael Politis.

SECTION THREE: CITY COMMISSION JUDGE OF ELECTIONS.

The City Commission is, under controlling law, the judge of the election and qualifications of its member, and for such purpose shall have the power to subpoena witnesses and require the production of records, but the decision of the City Commission in such case shall be subject to review by the Courts.

SECTION FOUR: EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

MAYOR, NANCY MILLER

Attest:

CITY MANAGER, KURT SWARTZLANDER

CITY CLERK, CHERI SCHWAB

Approved as to form and legality:

CITY ATTORNEY, VOSE LAW FIRM

Adopted this 12th day of November, 2024.

Posted this 13TH day of November, 2024.



OATH OF OFFICE

I, Mark Card, do hereby solemnly swear or affirm that I will support, protect and defend the Constitution and the Government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I will in all respects, observe the provisions of the Charter and Ordinances of the City of Daytona Beach Shores; and will faithfully discharge the duties as Commissioner for the City of Daytona Beach Shores on which I am now about to enter. So help me God.

Mark Card

State of Florida
County of Volusia

Sworn to and subscribed before me; being personally known to me; this _____ day of _____, 2024.

Notary Public



OATH OF OFFICE

I, Stephan Dembinsky, do hereby solemnly swear or affirm that I will support, protect and defend the Constitution and the Government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I will in all respects, observe the provisions of the Charter and Ordinances of the City of Daytona Beach Shores; and will faithfully discharge the duties as Commissioner for the City of Daytona Beach Shores on which I am now about to enter. So help me God.

Stephan Dembinsky

State of Florida
County of Volusia

Sworn to and subscribed before me; being personally known to me; this _____ day of _____, 2024.

Notary Public



OATH OF OFFICE

I, Michael Politis, do hereby solemnly swear or affirm that I will support, protect and defend the Constitution and the Government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I will in all respects, observe the provisions of the Charter and Ordinances of the City of Daytona Beach Shores; and will faithfully discharge the duties as Commissioner for the City of Daytona Beach Shores on which I am now about to enter. So help me God.

Michael Politis

State of Florida
County of Volusia

Sworn to and subscribed before me; being personally known to me; this _____ day of _____, 2024.

Notary Public



**CITY COMMISSION AGENDA MEMORANDUM
NOVEMBER 12, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Nomination of Vice Mayor

SYNOPSIS:

Section 2.13 of the Charter states: The Vice Mayor shall be elected by the commission for a two-year term at the organizational meeting of the city commission from the membership of the commission, other than the Mayor.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

I wish to nominate XX for Vice-Mayor.

ATTACHMENT: None

MINUTES
CITY COMMISSION WORKSHOP
October 22, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky.

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, and City Attorney Paul Waters.

2. ROLL CALL BY CITY CLERK

3. NEW BUSINESS:

A. Interview Planning & Zoning Board Candidates

Mayor Miller questioned Mr. Monaco regarding the board's duties and responsibilities. He understood the position was an alternate one but was willing to move up to permanent status when one was available. His background was in commercial development in the private industry for over 30 years. He holds a Master's Degree in Business Administration and has a strong understanding of comprehensive plans, zoning districts, PUDs, etc.

4. ADJOURNMENT:

The meeting ended at 5:27pm.

MAYOR
NANCY MILLER

CITY MANAGER
KURT D. SWARTZLANDER

ATTEST:

CITY CLERK, CHERI SCHWAB

MINUTES
CITY COMMISSION MEETING
October 22, 2024
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

Staff: City Manager Kurt Swartzlander, City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz, Finance Director Lory Irwin, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Director Michael Fowler.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

A. Longstreet Elementary Student Artwork

Mayor Miller presented awards to the students who had displayed their art in the City Hall lobby.

6. APPROVAL OF MINUTES

A. City Commission Minutes September 24, 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to approve the City Commission Minutes of September 24, 2024.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

7. CONSENT AGENDA:

A. Executive Summary: August 2024 Fiscal YTD Financial Report

B. Public Safety September monthly report

C. Community Services Department Monthly Report - September 2024

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to Approve the consent agenda items A - C.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

D. Agreement with State Attorney to Prosecute Ordinance Violations

This item was pulled from the consent agenda so Comm. Conomos and Comm. Dembinsky could abstain from the vote.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER MARK CARD to approve consent agenda item D.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Mark Card

8. OLD BUSINESS:

A. Ordinance 2024-21: Micro Wireless Facilities In Rights-Of-Way

Attorney Waters read the ordinance by title only. Community Services Director Stewart Cruz noted that there were no changes to the ordinance between first and second reading. The ordinance would prohibit micro wireless facilities on utility poles in the city's right of way.

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to adopt Ordinance 2024-21 on second reading.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

9. QUASI-JUDICIAL HEARING

A. Special Exception SPEX12024017: Off-Site Construction Parking for LIV Condominium, two adjacent vacant lots on Dahlia Avenue (Volusia County Parcel ID #s: 6302 0509 0010 and 6302 0509 0020)

Attorney Waters swore in all the witnesses for the hearing. City Planner Gwyn Herstein provided a brief staff report. If approved, the site would be used for temporary construction parking for the LIV Condominium project. The LIV Condominium will be located on S. Atlantic Avenue and this temporary parking will be across the street and head west down a side street. The project met all 20 required criteria for the special exception. Two of the criteria are met with conditions, but there are actually four conditions that staff requested with the recommended approval: 1) sand fencing shall be required to conform with LDC; 2) all components added to the site shall be removed upon completion of the use of the site; 3) all signage shall require a sign permit; 4) no staging, storage or stockpiling of construction material shall be allowed on the site. It was noted that the site plan for the project had been previously approved but no applications to begin the work have been received. It is anticipated that the project would take no more than three years. Attorney Rob Merrell spoke for the applicant. Per the city's code, the special exception is something that once you meet the required criteria, it should be presumed approved. He stated that the workers would arrive in the morning, park their trucks and return at the end of the day. There should not be trucks coming and going all day from this area.

Two audience members were not in favor of the project. Gary Lupinsky stated that the owner was not keeping the lot maintained now. How can they expect him to do so in the future? He is concerned about increased traffic in the area. Chris Evans has flooding concerns with the parking lot.

COMMISSIONER STEPHAN DEMBINSKY moved, seconded by VICE MAYOR MICHAEL

POLITIS to Approve the Special Exception SPEX12024017.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

Mayor Miller asked to add an item to the agenda. At their workshop, the commission interviewed an applicant for the Planning & Zoning Board. This item would allow the commission to consider his application to the board.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to add the additional agenda item.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

10. NEW BUSINESS:

A. Consideration to appoint Joe Monaco to alternate member to Planning & Zoning

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD, to Appoint Joe Monaco to alternate member for the Planning & Zoning Board.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card

B. Resolution 2024-20: Hurricane Milton Local Building Permit Fee Waiver

Attorney Waters read the resolution by title. Director Cruz explained this was similar to what the County of Volusia recently enacted. The waiver would expire on December 31, 2024, but it could be extended if the commission desired. The property owner or contractor would need to show proof of the damage.

COMMISSIONER CHRIS CONOMOS moved, seconded by COMMISSIONER MARK CARD to Approve Resolution 2024-20 on first reading.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

C. Discussion On Land Development Code Amendment Request For Non-conforming Land Use Impacted By Hurricane Nicole: Jetset Tattoos & Piercings, 2560 S. Atlantic Avenue

Director Cruz explained that after Hurricanes Ian and Nicole, the Jetset Tattoo business had to relocate. The commission approved a temporary relocation for the business. The move came with a two-year sunset clause that will expire on January 9, 2025. The original location has since been purchased by a new owner and refurbished. If the commission desires, staff could amend the LDC to allow the business to remain at the new location. Attorney Jessica Gow spoke on behalf of her client. The original location is now asking for a shorter-term lease with the tenant paying for all improvements to the unit. The financial demands are prohibitive for him to return. Mayor Miller stated that he had been in the city for over 20 years and was a good business partner. She did ask if the lights could be turned down or off overnight. The commission decided to allow the business to stay at

the current location and directed staff to write an ordinance to amend the LDC.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER STEPHAN DEMBINSKY to Approve the Request For Non-conforming Land Use Impacted By Hurricane Nicole for Jetset Tattoos & Piercings.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

D. Regular Site Plan RSP12024020: LUX Condominium, 3159 S. Atlantic Ave.

VICE MAYOR MICHAEL POLITIS moved, seconded by COMMISSIONER CHRIS CONOMOS to Continue Regular Site Plan RSP12024020 until the November 12th meeting.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Vice Mayor Michael Politis, Commissioner Chris Conomos, Commissioner Mark Card, Commissioner Stephan Dembinsky

11. CITY ATTORNEY COMMENTS

Attorney Waters stated there was nothing additional to report.

12. CITY MANAGER COMMENTS

City Manager Kurt Swartzlander provided a Hurricane Milton debris pickup update. He stated that a resiliency study workshop on flooding was set for tomorrow (Oct. 23) evening and again on October 30th.

13. COMMISSION COMMENTS:

Mayor Miller stated that she had attended the recent County Council meeting with the City Manager to advocate for the residents regarding their dune renourishment ordinance. Upcoming events include: food trucks and concert Friday night, community appreciation cookout Nov. 7th, Veteran's lunch Nov. 12th, and Coffee with the Mayor Nov 13th. Comm. Dembinsky inquired about hardening transformers against future storms. Comm. Card explained that 34 properties/businesses were impacted during Hurricane Milton. He encouraged them to investigate the SBA loan through the state. Comm. Conomos thanked the staff that stayed to work during the hurricane. Vice Mayor Politis provided an update from last month's TPO meeting. The organization is changing their name to Volusia/Flagler TPO. He encouraged everyone to attend the upcoming Breast Cancer walk he sponsors this Saturday.

14. AUDIENCE REMARKS/PUBLIC COMMENTS:

Scott Hubbard who lives on S. Peninsula asked what could be done about the recent problems with flooding and drainage at his home. He has lived there for 28 years and has never had 7 feet of water in his backyard. Chris Chibaro of Esperanza also had a problem with flooding after the storm. Greg White, who resides in the Twin Towers, asked what could be done to repair the beach? He stated that during a high tide, there is no beach or sand left anymore as the water is up to the seawall. Rick Brown, who resides in Oceans Ten, inquired when the St. Kitt's Park will be completed and open again. He felt it was taking a very long time for the construction of the house next to the park and that it was destroying the vegetation.

15. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

There were no additional items added to the agenda.

16. ADJOURNMENT:

The meeting ended at 7:40 pm.

**MAYOR
NANCY MILLER**

**CITY MANAGER
KURT D. SWARTZLANDER**

ATTEST:

CITY CLERK, CHERI SCHWAB



**CITY COMMISSION AGENDA MEMORANDUM
NOVEMBER 12, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Gwyn Herstein, City Planner

SUBJECT: Approval of Non-Exclusive Franchise - Fence Service Inc., dba AAA Dumpster Rentals

SYNOPSIS:

Complete application submitted to renew a non-exclusive construction & demolition debris and recyclables removal franchise - Fence Service Inc.

FISCAL IMPACT STATEMENT:

This will have no fiscal impact on the current year's budget as franchise fees are budgeted for.

BACKGROUND:

This will be Fence Service Inc.'s second year as a Daytona Beach Shores non-exclusive franchisee.

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

Approval.

ATTACHMENT: 1. Fence Service Inc.'s Non-Exclusive Franchise Application



City of Daytona Beach Shores
 Community Services Department
 2990 S. Atlantic Avenue
 Daytona Beach Shores, FL 32118
 Telephone (386) 763-5377
 Fax (386) 763-5370

NON-EXCLUSIVE FRANCHISE APPLICATION
CONSTRUCTION AND DEMOLITION DEBRIS
AND/OR RECYCLABLES COLLECTION

Applicant (Business): Fence Service Inc., DBA: AAA Dumpster Rentals / FSI Roll Off Containers
 Business Address: 801 Orange Avenue, Daytona Beach, FL 32114
 Business Phone: 386-253-4212
 Authorized Rep. Name & Title: William G. Morrison IV, CEO.
 Authorized Rep. Contact Phone: 386-253-4212

Items Required for Application Submission:

- ☒ **Application:** completed, signed by applicant, & notarized
- ☒ **Annual Application/Renewal Fee** of \$1,000.00 *check # 2442*
- ☒ **Non-Exclusive Franchise Agreement:** completed, signed by franchisee, & attested-to
- ☒ **Proof of Liability Insurance** – All policies must have the City listed as additionally insured. Each franchisee shall secure and maintain a public liability insurance policy with the following minimum coverages:
 - \$1,000,000.00 for one (1) person injured
 - \$3,000,000.00 for more than one (1) person injured
 - \$3,000,000.00 for property damage
- ☒ **Performance Bond** in the amount of \$10,500.00.
- ☒ **Business Tax Receipt:** current, in the company's name
- ☒ **Disposal Plan:** Documentation of plan for disposal of all construction and demolition materials and/or recyclables collected within the City at an approved and licensed disposal site or recycling recovery facility.
- ☒ **Employee Policy:** Written policy addressing the hiring and retention of employees with regard to driving violations and random testing for use of illegal substances.

RECEIVED
OCT 31 2024
 BUILDING AND CODES DIVISION
 CITY OF DAYTONA BEACH SHORES

The below statements require the applicant to read and initial the corresponding line:

lk **I agree**, as authorized representative, that I have received a copy of, read, and will comply with all provisions contained in DBS Ordinance Number 2009-07 and all applicable administrative rules.

W I agree, as authorized representative, that the franchisee will be, and shall be, subject to the schedule of liquidated damages set forth in Exhibit "A."

W I agree, as authorized representative, that the City Manager, or designee, may conduct an investigation into information contained herein and related to criminal or personal records for myself as an individual or, if a corporation, for itself and its officers and directors.

W I agree, as authorized representative, that, for the right and privilege of utilizing the streets and roadways of the City of Daytona Beach Shores, Florida, and to compensate the City for the burden of monitoring and regulating the above business, the undersigned applicant agrees to abide by all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations.

W I agree, as authorized representative, the franchisee and its surety indemnify and save harmless the City, all its officers, officials, representatives, agents and employees from and against any and all claims, liability and damages arising, in any way, from or based on the violation of any such laws, codes, ordinances, rules and regulations and any orders or other decrees, whether by the franchisee, the franchisee's employees, agents or subcontractors as to any claims, liability, or damages which are based, in any way whatsoever, on the franchisee's conduct, misconduct or omissions.

RECEIVED
OCT 31 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

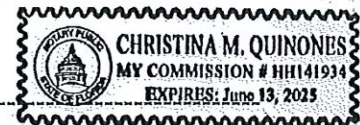
[Signature]
Signature of Applicant

CEO
Type of Authority for Business Named
Above (E.g. Officer, Trustee)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of October, 2024, by William G Morrison (Name of Person) as CEO. The signer is personally known ☒ or has produced the following identification _____.

[Signature]
Signature of Notary Public



☐ Documentation reviewed as complete by the Community Services Director:

[Signature] on 10-31-2024
Stewart Cruz Date

☒ Approved for City Commission Agenda Inclusion by the City Manager:

[Signature] on 10/31/24
Kurt Swartzlander Date

Action Taken by City Commission on _____ - Approved Denied Continued
Date



CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 12, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval of Dune Walkover Repair Change Orders: East Coast Marine Construction & Design

SYNOPSIS:

On June 25, 2024, the City Commission approved a contract with East Coast Marine & Design, Inc., to rebuild six (6) dune walkovers located at 1921, 2071, 2613, 3145, 3259 and 3737 S. Atlantic Avenue, which were lost during the 2022 hurricanes. Work has begun on the subject dune walkovers. However, the contractor has provided three change orders for items not covered in the contract. These items include (1) the construction of the St. Croix public beach access sidewalk, (2) addition of ADA grab rails for four public beach access dune walkovers, and (3) extension of the St. Croix dune walkover, costing \$33,324.12, \$50,743.80, and \$8,556.45, respectively. The St. Croix public beach access sidewalk is necessary for public pedestrian access to the beach from S. Atlantic Avenue while the addition of grab rails on the dune walkovers are an ADA requirement. Both costs were included in the recently approved amended FY 2024-2025 Budget.

The extension of the St. Croix dune walkover is needed due to the loss of approximately two (2) feet of sand on the beach at the site and the loss of upland sand where the sidewalk will be built as a result of Hurricane Milton, which occurred after the amended FY 2024-2025 Budget was approved by the City Commission.

FISCAL IMPACT STATEMENT:

The additional extension of the dune walkover at St. Croix due to Hurricane Milton of \$8,556.45 will come out of contingency.

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval.

SUGGESTED MOTION:

Approval.

- ATTACHMENT:**
1. ECMCD DBS 6 Walkovers Change Order-Handrails
 2. ECMCD DBS 6 Walkovers-Change Order-St. Croix Sidewalk
 3. ECMCD DBS 6 Walkovers -Change Order-St. Croix-Damage by Milton



GC1526550
Office: (386) 366-0164
Email: Eastcoastmarineconstruction@gmail.com
150 S. Palmetto Ave. STE 201 Daytona Beach, FL 32114

DBD 6 Walkovers
Req # 00000275-00 FY 2024

9/17/24

Change Order Proposal # 1

Cost Breakdown

Addition: Installation of 1.5" grab rails

<u>Description</u>	<u>Unit</u>	<u>QTY</u>	<u>Cost</u>	<u>Total</u>
2071	LF	261	\$ 47	\$ 12,267.00
2631	LF	140	\$ 47	\$ 6,580.00
3145	LF	270	\$ 47	\$ 12,690.00
3737	LF	296	\$ 47	\$ 13,912.00
			<u>SUBTOTAL</u>	\$ 45,449.00
			<u>Contractor 10%</u>	\$ 4,544.90
			<u>BOND 1.5%</u>	\$ 749.90
			<u>TOTAL</u>	<u>\$ 50,743.80</u>

Cost Summary

Total Change Order Cost.....\$ 50,743.80

**** Add 25 working days to the schedule**

For the four locations shown above, permitted drawings showing 1.5" grab rails were not presented until after the bid award. Therefore, ECMCD considers the additional grab rail for these locations as a change order cost.

Hoping this information meets with your approval, we remain.

Sincerely,

Peter Kolb

Project Manager

ECMCD



GC1526550

Office: (386) 366-0164

Email: Eastcoastmarineconstruction@gmail.com

150 S. Palmetto Ave. STE 201 Daytona Beach, FL 32114

DBD 6 Walkovers

Req # 00000275-00 FY 2024

9/27/24

Change Order Proposal # 2

Cost Breakdown

Addition: Sidewalk, 110 LF FDOT Handrail at 3145 S. Atlantic

<u>Description</u>	<u>Unit</u>	<u>QTY</u>	<u>Cost</u>	<u>Total</u>
Sidewalk	LF	135	\$ 146.43	\$ 19,768.05
FDOT Rail	LF	110	\$ 118.76	\$ 13,063.60
			<u>SUBTOTAL</u>	\$ 32,831.65
			<u>BOND 1.5%</u>	\$ 492.47
			<u>TOTAL</u>	<u>\$ 33,324.12</u>

Cost Summary

Total Change Order Cost.....\$ 33,324.12

**** Add 25 working days to the schedule**

There is no detail on the FDOT handrail installation. This proposal is based on mounting the handrail to the newly poured sidewalk. This proposal is based on the sidewalk being 4" thick without reinforcement but we will install a turndown on the south side of the walkway.

Hoping this information meets with your approval, we remain.

Sincerely,

Peter Kolb

Project Manager

ECMCD



GC1526550

Office: (386) 366-0164

Email: Eastcoastmarineconstruction@gmail.com

150 S. Palmetto Ave. STE 201 Daytona Beach, FL 32114

DBD 6 Walkovers

Req # 00000275-00 FY 2024

10/30/24

Change Order Proposal # 3

Cost Breakdown

Addition: Repairs to ST. Croix Walkover 3145 S. Atlantic

Description	Unit	QTY	Cost	Total
Truckload of fill	1	EA	\$ 750.00	\$ 750.00
Extend/Repair Ramp	1	LS	\$ 7,680.00	\$ 7,680.00
			<u>SUBTOTAL</u>	\$ 8,430.00
			<u>BOND 1.5%</u>	\$ 126.45
			<u>TOTAL</u>	<u>\$ 8,556.45</u>

Cost Summary

Total Change Order Cost.....\$ 8,556.45

**** Add 25 working days to the schedule**

This change order is for damages caused by Hurricane Milton to the walkover at St. Croix located at 3145 S. Atlantic Ave. The time request is based on lost time due to the Hurricane and the Nor'easter that followed it.

Hoping this information meets with your approval, we remain.

Sincerely,

Peter Kolb

Project Manager

ECMCD



**CITY COMMISSION AGENDA MEMORANDUM
NOVEMBER 12, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
FROM: Mike Fowler, Public Safety Director
PREPARED BY: Cheri Schwab, City Clerk
SUBJECT: Approval to purchase Public Safety vehicles

SYNOPSIS:

Public Safety is requesting approval to purchase the vehicles approved in the FY24/25 budget,

FISCAL IMPACT STATEMENT:

BACKGROUND:

Public Safety budgeted for two unmarked vehicles, two marked patrol vehicles, and a marked truck that will also tow the command trailer. Using the Charlotte County contract and Bartow Ford, the total purchase is \$266,659, or approximately \$16,000 under budget.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I move we approve the item as presented on consent.

ATTACHMENT:

1. 2025 F250 CREW CAB 4X4 WORKSHEET REV 1.xls
2. 2025 EXPLORER 4X2 WORKSHEET
3. 2025 PARTOL K8A GAS UTILITY WORKSHEET



November 5, 2024

City of Daytona Beach Shores
Lieutenant Mark Swanson

DESCRIPTION		
W2B	2025 F-250 4x4 SD Crew Cab 6.75' Box 160" WB SRW XL	
99A	6.8L 2V DEVCT NA PFI V8 Gas Engine	
44F	10 - Speed Automatic Transmission	
600A	XL Equipment Package	
X4M	Electronic-Locking w/4.30 Axle Ratio	
1S	Cloth 40/20/40 Split Bench Seat	
874	360-Degree Camera Package	
TBM	Tires: LT245/75Rx17E BSW A/T	
18B	Platform Running Boards	
96V	XL Chrome Package	
471	Camper Package	
96D	XL Driver Assist Package	
52B	Trailer Brake Controller	
85S	Spray-In Bedliner	
85G	Tailgate Step & Handle	
43C	120V/400W Outlet	
76S	Remote Start System	
21E	Hard Folding Tonneau Pickup Box Cover	
	Factory Invoice	\$57,028.00
	Government Price Concession Discount	\$1,600.00
	4.27% Contract Discount	\$2,366.78
	Whelen IX50UFZ Red/Blue Inneredge Lightbar, (2) Whelen Split Thin Red/Blue ION's Mounted in Grill Area, Whelen Dominator Plus 8 Head R/R/R/R/B/B/B/B Mounted High in Rear Glass, (2) Split Red/Blue Thin ION's Mounted in Lower Tailgate Area, Whelen DUO Tracers R/B/R/B/R with White Override, Whelen HHS4200 Siren Controller, SA315P Speaker with Bracket, Ranch Hand Grill Guard, 2" Leveling Kit, Undercoating, Deep Window Tint, Bartow Ford Custom Installation	\$8,589.00
		\$0.00
	Temp Tag	\$17.00
TOTAL PURCHASE AMOUNT PER UNIT		\$61,667.22

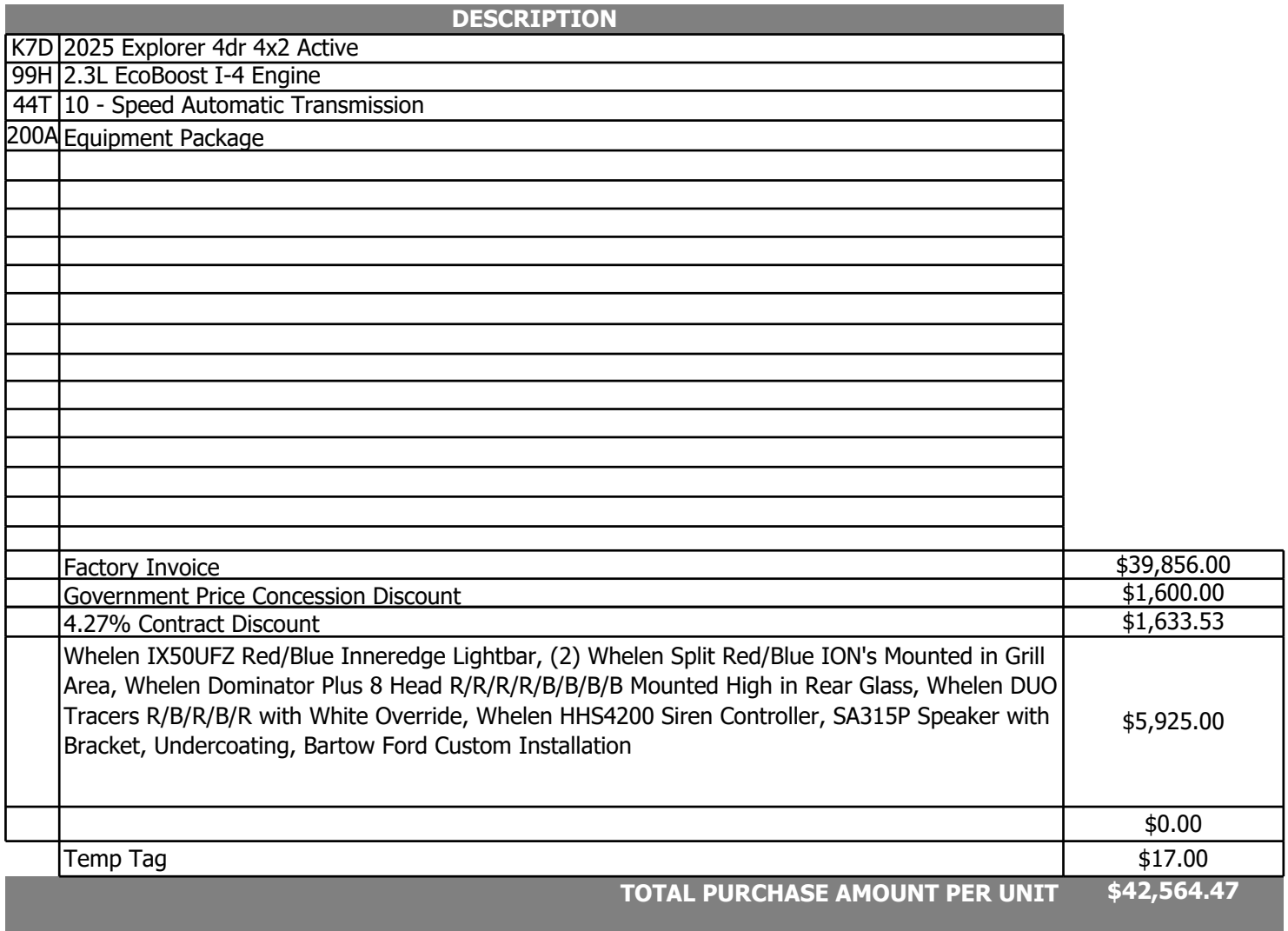
Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
 Richard Weissinger
 Commercial Fleet Sales
 Direct Line (813) 477-0052
 Fax (863) 533-8485



City of Daytona Beach Shores
Lieutenant Mark Swanson



If you have any questions or need any additional information please feel free contact me anytime.

**2800 US Hwy North
Bartow, Florida 33830**



November 5, 2024



City of Daytona Beach Shores
Lieutenant Mark Swanson

DESCRIPTION	
K8A	2025 Ford Interceptor Utility
99B	3.3L V6 Direct-Injection (FFV) Engine
44U	10 - Speed Automatic Transmission
86P	Front Headlamp Prep: Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
86T	Taillight Prep: Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)
76R	Reverse Sensing System
43D	Dark Car Feature
60A	Factory Grill, Lamp, Siren & Speaker Wiring
76P	Pre Collision Assist
52T	Class III Trailer Tow Lighting Package
55F	Keyless Entry Fob - Includes 4-key fobs
17A	Aux. Rear Air
	Factory Invoice
	\$47,827.00
	Government Price Concession Discount
	\$1,800.00
	4.27% Contract Discount
	\$1,965.35
	Whelen Legacy DUO 55" Lightbar Red/Blue/White, Whelen BSFW47Z DUO Red/Blue Inneredge Lightbar, (2) MCRNTJ Microns Mounted in Grill Area, (4) Whelen Vertex DUO Red/Blue Mounted in Headlight & Taillights, Whelen BSRW10 DUO Rear Inneredge Mounted High in Rear Glass, Whelen DUO Tracers R/B/R/B/R with White Override, (1) Whelen Thin ION Red Mounted on DS Mirror, (1) Whelen Thin ION Blue Mounted on PS Mirror, Whelen 295SLSA6 Siren Controller, SA315P Speaker with Bracket, Arges Remote Spotlight, Wig Wag Headlights, Havis Interceptor Console with HVAC Relocation Bracket Kit, Self Adjusting Cup Holder, C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter, Go Rhino Front Partition With Full Poly Screen & Solid Poly Rear Partition, Prisoner Seat, Steel Window Bars, Rear Door & Window Cover Plates, Pro Gard G4906 Vertical Partition gun rack, Go Rhino False Floor W/Electronics Tray, Two Tone Paint (Doors Only), Undercoating, Daytona Beach Shores POLICE Graphics, Bartow Ford Custom Installation
	\$15,453.00
	Install Customer Supplied: Harris Police Radio, Radar, AO10018 - Airbag Switch, Axon Camera System
	\$400.00
	Temp Tag
	\$17.00
TOTAL PURCHASE AMOUNT PER UNIT	
\$59,931.65	
TOTAL PURCHASE AMOUNT FOR TWO UNITS	
\$119,863.30	

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485





**CITY COMMISSION AGENDA MEMORANDUM
NOVEMBER 12, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM:

PREPARED BY: Stewart Cruz, Community Services Director

SUBJECT: Approval of Volusia County - Paul Culver Construction, Inc. Piggyback Contract For General Construction Services

SYNOPSIS:

The City is consistently in need of professional general construction services for construction repair projects, particularly after a hurricane. If approved, the subject agreement to piggyback services contracted by the County of Volusia would allow the City to contract with Paul Culver Construction, Inc. for the aforementioned services, which include repairs related to dune walkovers, parks, and general building construction. Work associated with this contract would be on a case by case basis as needed.

FISCAL IMPACT STATEMENT:

BACKGROUND:

LEGAL REVIEW:

RECOMMENDATION:

Approval as presented.

SUGGESTED MOTION:

Approval as presented.

- ATTACHMENT:**
1. DBS Agreement of Piggyback Services - PCC Signed 11.07.24
 2. PCC Letter of Agreement 11.07.24
 3. Volusia County-Paul Culver Construction Contract 24-SQ-87LL (FE)
 4. Volusia County-Paul Culver - Amd. No. 1 (FE)

CITY OF DAYTONA BEACH SHORES'
AGREEMENT TO PIGGYBACK SERVICES CONTRACTED BY THE VOLUSIA
COUNTY

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this day of November 07, 2024, by and between the CITY OF DAYTONA BEACH SHORES, a Florida municipality, hereinafter referred to as the "City", and PAUL CULVER CONSTRUCTION, INC., hereinafter referred to as "Contractor", concerning that certain agreement entitled Construction Contract for Professional Services for General Contractors for Projects Less than \$125,000.00 (Contract No. 24-SQ-87LL), originally dated the 7th day of June, 2024, and most recently amended on the 3rd day of July, 2024 ("Volusia County Contract").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, On or around the 7th day of March 2024, Volusia County, Florida, advertised a Request for Statement of Qualifications #24-SQ-87LL, for general construction and repair services; and

WHEREAS, Volusia County, Florida thereafter awarded the bid to Contractor based on the terms and conditions set forth in the Contract between Contractor and Volusia County, Florida, dated on or around the 7th day of June, 2024 (hereinafter "Volusia County Contract").

WHEREAS, the initial term of the Volusia County Contract was one (1) year, with the option to renew for two (2) additional one-year terms. The most recent amendment effective the 3rd day of July, 2024 extended the term through the 7th day of June, 2027;

WHEREAS, the general construction and repair services provided by Contractor are needed by the City of Daytona Beach Shores; and

WHEREAS, Ordinance 2022-13, section 2-9 (i) (3) of the City of Daytona Beach Shores Code of Ordinances authorizes the city manager to recommend the purchase of personal property and contractual services by “piggy-backing” on an award by another governmental entity’s competitive bidding process if certain criteria are met; and

WHEREAS, the City Manager finds the Volusia County Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Daytona Beach Shores; 2) The City of Daytona Beach Shores and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Daytona Beach Shores to enter into an agreement with Contractor containing similar terms and conditions as contained the Volusia County Contract; and

WHEREAS, the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in the Volusia County Contract, all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses are incorporated by reference.

2. Amendment. This Agreement to “piggyback” services hereby amends and supplements the terms of the Volusia County Contract. The City of Daytona Beach Shores and its equivalent staff and address shall be substituted for the Volusia County, Florida and its staff and addresses, as may be required in the awarded Volusia County Contract. In the event of a conflict between the terms of the Volusia County Contract and terms of this Agreement to “piggyback”, the terms of this Agreement to “piggyback” shall prevail.

3. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**DAYTONA BEACH SHORES CITY HALL
OFFICE OF THE CITY CLERK
2990 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118
(386) 763-5353**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Volusia County Contract shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Volusia County Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been

appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

8. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

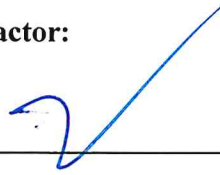
10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:



Print Name: Paul K. Culver

Title: President

Company: Paul Culver Construction, Inc.

ATTEST:

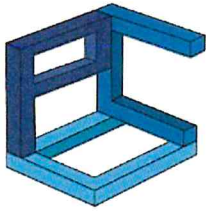
City of Daytona Beach Shores

Cheri Schwab, City Clerk

Nancy Miller, Mayor

APPROVED AS TO FORM

Gretchen R. H. "Becky" Vose,
City Attorney



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

November 07, 2024

Mr. Stewart Cruz
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, FL 32118

RE: City of Daytona Beach Shores Agreement to Piggyback Services Contracted by The Volusia County

Dear Mr. Cruz,

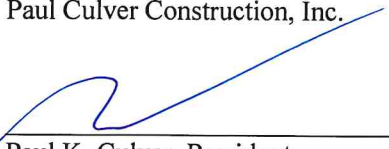
Paul Culver Construction, Inc. (PCC) is in agreement of the piggyback terms per the County Contract titled Construction Contract for Professional Services for General Contractors for Projects Less than \$125,000 (Contract No. 24-SQ-87LL).

Please see the schedule below for our rates of services plus a contractor fee of 15%.

Personnel	Unit	Cost	Overtime Cost
Project Executive	Hour	\$104.00	---
Project Manager	Hour	\$92.00	---
Estimator	Hour	\$92.00	---
Project Coordinator	Hour	\$58.00	---
Estimating Coordinator	Hour	\$58.00	---
Accounting	Hour	\$70.00	---
Project Superintendent	Hour	\$87.00	\$130.50
Tradesman	Hour	\$55.00	\$82.50
General Laborer	Hour	\$37.00	\$55.50

Should you have any questions or need further information, please do not hesitate to contact me at (386) 763-4190 or email me at paul@paulculverconstruction.com.

Respectfully Submitted,
Paul Culver Construction, Inc.


Paul K. Culver, President



**CONSTRUCTION CONTRACT
FOR
PROFESSIONAL SERVICES FOR GENERAL CONTRACTORS
FOR PROJECTS LESS THAN \$125,000**

Between

THE COUNTY OF VOLUSIA

AND

Paul Culver Construction, Inc.

Contract no. 24-SQ-87LL

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
Deland, Florida 32720-4608
www.volusia.org/purchasing

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CONSTRUCTION CONTRACT FOR PROFESSIONAL SERVICES FOR GENERAL CONTRACTORS FOR PROJECTS LESS THAN \$125,000 FOR THE COUNTY OF VOLUSIA

THIS CONTRACT for a Professional Services for General Contractors for Projects less than \$125,000 (herewith "Contract") by and between the COUNTY OF VOLUSIA, FLORIDA, a body corporate and politic and a political subdivision of the State of Florida (the "County"), and Paul Culver Construction, Inc., a corporation duly authorized to conduct business in the State of Florida (the "Contractor").

RECITALS

WHEREAS, the County desires to retain the Contractor for the County of Volusia on an as needed basis in accordance with the formal solicitation; and

WHEREAS, Contractor is competent and qualified to furnish the specified services to the County and desires to provide such services according to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by the County and Contractor, the parties agree and stipulate as follows.

ARTICLE 1 - DEFINITIONS

The capitalized terms set forth in this Contract shall have the meanings set forth below or as otherwise set forth in the Contract. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number.

Acceptance: A signed document indicating that a Deliverable meets the Acceptance Criteria specified in the Contract, or deemed acceptance.

Acceptance Criteria: Measure by which a Deliverable or set of Deliverables will be approved.

Addendum: A written explanation, interpretation, change, correction, addition, deletion, or modification of equal dignity herewith affecting the Contract Documents including drawing and specifications approved by the County and issued by the County or Contractor and/or distributed to third parties.

Affidavit: The instrument which is to be signed by the Contractor and submitted to the County upon the County's request through the Project Manager, upon completion of that job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the County incidental to partial payments.

Agency: The state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under Sections 380.06 or 163.3220-163.3243 of the Florida Statutes.

Amendment: An amendment to this Contract in writing by the County, approved by the Director of Purchasing, and signed by the County of equal dignity herewith and authorizing an addition, deletion, or revision in the scope of work, or an adjustment in the Contract price or the time for completion that is issued after execution of this Contract.

Application for Progress Payment: The current estimate form furnished and certified by the Contractor, which is to be used by Contractor in requesting progress payments.

Architect: A person or firm that is authorized to practice architecture pursuant to Florida Statute 481.299 or a general contractor who provides architectural services under a design-build contract authorized by F.S. 481.299(3).

Architect/Engineer: The design professional identified in the Contract Documents and who is licensed and registered in the State of Florida. The terms "Architect" and "Architect/Engineer (A/E)" means the architect/engineer or its authorized representative.

Bid: The Contractor's written cost proposal based upon a County-provided form invitation to bid, which reflects Contractor's offer to provide the products and services set forth in the Bid. The Bid shall become a Work Order upon acceptance and execution by the County.

Bid Documents: The official forms on which the County requires formal bids to be prepared and submitted by the bidder.

Calendar day: Any day, including Saturdays, Sundays, and holidays, regardless of weather conditions.

Change Order: A written order (Work Order Amendment) to the contractor signed by the County authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or time.

Completion Date: The date that the County or its designated representative approves and accepts all Work or Services for a Project performed in accordance with this Contract.

Contract: An agreement between the County and Contractor, with binding legal and moral force, covering the work to be performed in exchange for money.

Contractor: The person or entity qualified to perform work in the Project and who is responsible for assisting the Project Manager or County Project Manager with the day-to-day administration and coordination of the Project for the County.

Contract Administrator: The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Contract.

Contract Documents: Contract documents shall include but are not limited to the following: (1) This Contract, and its exhibits (2) Certificates of Insurance, (3) Notice of Award and/or Notice to Proceed, (4) the conditions of this Contract (general, special, supplementary, and other), (5) drawings, (6) project specifications, (7) written interpretations, (8) change orders, (9) project manuals, (10) addenda (including RSQs, RFPs and Contractor's responses to RFPs) issued before the execution of this Contract, and, (11) any modifications or amendments to this Contract issued after execution.

Contract Time: The number of calendar days stated in the Contract for the completion of the scope of work.

Contract Price: The total amount which may be due and payable to Contractor under a Work Order for an individual Project.

Contractor: The person or entity qualified to perform work pursuant to Florida 489.105, F.S. under the Project and who is registered and licensed under the Florida Department of Business and Professional Regulation and in compliance with local laws or ordinances, other than a materialman or laborer, who

enters into a contract with the County for improving real property in accordance with the Contract Documents.

Contractor's services: Those services within the scope of work of this Contract or any exhibit, attachment or addendum thereto which relates to the Scope of Services in connection with Contractor's employment or practice.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County Representative: Also known as the person designated by the County to review, approve and make decisions regarding the Scope of Work in this Contract.

Deliverable: The result(s) or end products or services of a Project that meet the defined plans, specifications, requirements, warranties, and functional parameters articulated in the Scope of Work for this Contract including but not limited to: design drawings, specifications, studies, reports, written documentation, training, systems or processes.

Design Criteria Professional: A firm who holds a current certificate of registration under Chapter 481 F. S. to practice architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of designs for this project.

Drawings/Plans: The official approved drawings or plans or exact reproductions thereof, which have been prepared, signed, sealed and dated by the contractor, which shows the location, character, dimensions and details of the work to be done and which are considered part of the Construct Documents.

Effective Date: The date that this Contract, including any Addendum, Amendment, Modification or exhibits attached thereto is fully executed by Contractor and the County.

Engineer: The person, firm, or corporation named as such in the contract and/or authorized by the County to act as the County's representative or the County construction engineer authorized to practice engineering services pursuant to Florida Statute 471.03(2)(i) (2006) and who may serve as the County's engineers of construction, engineering and inspection. The term engineer shall be synonymous with design architect/engineer or architect/engineer or contractor.

Engineer of Record: The professional engineer or engineering firm contracted or employed by the County and registered in the State of Florida who develops criteria and concept for the work, performs the analysis and is responsible for the preparation of the plans and specifications. The engineer of record may be County in-house staff or a Contractor retained by the County.

Field Order: A written instrument issued by the Contractor to the County which clarifies or interprets the drawings and technical specifications, and/or orders minor variations in the work, as opposed to a change in the work, and which does not involve an adjustment in contract price or time.

Final Project Acceptance: Will take place after all Deliverables of the Statement of Work have been accepted.

Firm: Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or installation of security systems and burglar and fire alarms in the

state.

Inspector or Field Representative: County Employee or an authorized representative of the Contractor assigned to make inspections of the work performed and materials furnished pursuant to this Contract.

Milestone: A significant event, task, or deliverable that occurs during the project, not all of which are, nor will be, designated on the milestone payment schedule.

Modification: A written amendment to the Contract Documents approved by the County which includes but is not limited to the following:

Change Order: A written order (Work Order Amendment) to the contractor signed by the County authorizing an addition, deletion, revision in the Work, or an adjustment in the construction or Project contract price or time issued after execution of the contract.

Field Order: A written clarification, interpretation, minor change or alteration issued by the Contractor.

Addenda: A document written by the Contractor and approved by the County that is added to the original Contract Documents to clarify, revise, add to, or delete from the original Contract Documents or previous addenda. The document includes a written clarification or interpretation prepared by the County or Contractor.

Notice of Award: A written notice by County that the Contractor as been determined by a selection committee to be highly qualified and approved for an award of a contract.

Notice to Proceed: The official letter from the County to the Contractor establishing a date on which the Work in the Work Order shall commence.

Original Expiration Date: The date that this Contract was originally intended to expire excluding any extensions or renewals of this Contract for a time certain.

Owner: The owner is the County of Volusia for whom all Work or Services under this Contract are to be performed by the Contractor.

Payment Schedule: The schedule of payments set forth in the Work Order.

Pre-construction Conference: The meeting scheduled by the County Project Manager of all the parties involved with the planning and execution of the Scope of Work.

Professional services: Those services within the scope of the practice of architecture, professional engineering, systems engineering and design, systems integration design, alarm contractor I-(fire and burglar), or specialty electrical contractor registered and licensed to do business under the laws of the State of Florida that refer or relate to the performance of Work under this Contract.

Project: An individual construction/renovation project which is assigned to the Contractor for completion pursuant to the terms and conditions of this Contract, as set forth in the Work Order. A Project comprises of the completed construction/renovation required by the Work Order specifications and includes all plans, labor, supervision, materials, permits and equipment necessary and in accordance with specifications provided by the County, other construction documents prepared by Volusia County.

Project Manager or County Project Manager: The County employee who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the County. The County may change the Project Manager at any time by providing notice to the Contractor and/or

Contractor.

Proposal: The document submitted by the Contractor in response to a formal solicitation used to determine if the Contractor is highly qualified. Renovation

Renovation. One or more repair or replacement actions not involving demolition.

Request for Information (RFI): A prospective bidders or contractor's inquiries for information.

Request for Proposal (RFP): An invitation process initiated by the County soliciting proposals (offers) from contractors (bidders) to perform work or provide services in one or more projects on behalf of the County.

Request for Qualifications (RFQ): An invitation process initiated and used by the County to select contractor(s) to perform work or provide services in a prospective project or projects based upon their apparent qualifications as submitted by them (respondents) in response to the invitation.

Scope of Services/Work: The general services/work, herein defined in this Contract including responsibility for performing and complying with all incidental matters pertaining thereto pursuant to the Project Specifications and requirements.

Shop Drawings: All diagrams, illustrations, brochures, schedules, and/or other data which are prepared by contractor, a subcontractor, manufacturer, supplier, distributor, or other person on behalf of the contractor, and which illustrate the equipment, material, or some portion of the work.

State: State of Florida.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a contractor for the performance of any part of the basic Contract.

Sub-subcontractor: A person other than a materialman or laborer who enters into a contract with a subcontractor for the performance of any part of such subcontractor's contract.

Substantial Completion: The date as certified by the County's Project Manager when this Contract or Project or a specified part as agreed to in writing by the parties is sufficiently completed to the satisfaction of County or its designated representative, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with this Contract.

Work: Any and all obligations, services, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incident.

Work Order: The written document provided by the County, as amended by any duly executed Change Orders, which is based upon Contractor's Bid and which provides the complete specifications for the Project, including the Completion Date, the Contract Price, and the Payment Schedule.

ARTICLE 2 - ORDER OF PRECEDENCE

2.01 **Exhibits:** The following attachments are attached hereto and incorporated herein:

2.01.1. Exhibit "A", Solicitation No. 24-SQ-87LL

- 2.01.2. Exhibit "B", Proposal from Firm, dated April 11, 2024
- 2.01.3. Exhibit "C", Insurance Requirements
- 2.01.4. Attachment "B", FTA Construction Clauses
- 2.01.5. Attachment "C", Federal Contract Provisions (FEMA)

2.02 **Order of Precedence:** Contractor agrees that, during the term of this Contract, the provisions of this Contract, as amended by Change Orders (Work Order Amendment), shall remain in full force and effect. Wherever ambiguities, discrepancies, or conflicting provisions appear the order of precedence shall be as follows.

2.02.1. Between this Contract and Work Order regarding the Scope of Work, the Work Order shall be controlling.

2.02.2. Between this Contract and Work Order for all other ambiguities, discrepancies, or conflicting provisions, this Contract shall be controlling.

ARTICLE 3 - SCOPE OF SERVICES

3.01 **Construction/Renovation Projects.** The Contractor agrees during the term of this Contract to timely complete projects as specified by the County ("Projects"). Projects may vary in scope and duration, and may include repair or complete demolition and reconstruction. Contractors shall provide all labor, materials, permits, supervision, and equipment necessary to provide for construction in accordance with specifications provided by the County, other contract documents prepared by Volusia County, and all applicable building codes. Contractor further agrees that County staff shall not perform or participate in activities related to the site preparation or implantation of Project construction, repair or rehabilitation, including but not limited to the movement or relocation of personal items in order to facilitate such construction, rehabilitation or repair. Contractor agrees that such activities are the sole responsibility of Contractor or its subcontractor/designee.

3.02 **Assignment of Projects.** During the term of this Contract, the County may award the Contractor (and other participating contractors) one or more Projects by issuing a Work Order. The award shall be made in the sole discretion of the County based upon the lowest responsive and responsible bid, availability, work volume, and other factors the County deems relevant to the successful completion of the Project. The County makes no covenant or promise of any kind as to the number of available Projects or that the Contractor shall perform any Project for the County during the term of this Contract. The County reserves the right to contract with other parties for the services contemplated by this Contract when it is determined by the County to be in the best interest of the County to do so.

3.03 **Work Orders.** Authorization for performance of construction/renovation services by the Contractor under this Contract shall be in the form of a Work Order issued by the County. Each Work Order shall describe the services required, state the dates for commencement and completion of the project, and establish the amount of payment. The Contractor agrees to perform all work and provide all materials required by the Work Order in order to successfully complete

the Project in a timely, professional and workmanlike manner. The terms and conditions of this Contract shall govern all Projects, and except as set forth herein, no Work Order may modify or amend the terms and conditions of this Contract. In the event of a conflict between this Contract and any Work Order, the terms and conditions of this Contract shall prevail.

3.04 **Time of Commencement and Completion Date.**

3.04.1 The work to be performed under Work Orders issued pursuant to this Contract shall commence as set forth in the Work Order. The Contractor shall thereafter diligently proceed with the completion of the project in accordance with the date expressly set forth in the Work Order (the "Completion Date").

3.04.2 If applicable, should the Contractor fail to timely meet the work requirements of the project by the Completion Date, the parties hereto agree that as liquidated damages, and not as penalty, the Contractor shall pay to the County a specified Dollar amount for each day after the Completion Date, until the Project is completed, as certified by the County Project Manager. The dollar amount for liquidated damages will be determined by the level of risk to the County and annotated on the back of each Work Order. Liquidated damages will only be assessed to recover actual cost incurred by the County.

3.04.3 In the event that the Contractor shall fall behind schedule at any time, for any reason, and such delay is adversely affecting the County's timely occupation of the Project for its intended purpose, the County shall be entitled to direct acceleration or re-sequencing of the work to bring the Project back on schedule. The Contractor shall reserve in each of its subcontracts entered into in connection with the Project, a right to accelerate consistent with the Contractor's obligations hereunder.

3.04.4 In the event the Contractor determines that the Completion Date cannot be met by re-sequencing the work, then the Contractor shall immediately provide the County, and in any event within three (3) days after the date of receipt of the County's instruction for re-sequencing or accelerating, a plan to complete the Project in the shortest possible time. No approval by the County of any plan for re-sequencing or accelerating of the work submitted by the Contractor pursuant to this clause shall constitute a waiver by the County of its rights of recovery of liquidated damages as a result of delayed Project completion.

3.04.5 Contractor agrees to provide the County along with each invoice for progress payment pursuant to 0hereof, the Contractor's best estimate of any anticipated revisions to the Completion Date for the purpose of the County's planning; provided, however, and notwithstanding the making of any progress payments, no anticipated revision to the Completion Date shall be effective and binding on the County and the Contractor without a written Change Order executed by the County in accordance with the procedure set forth in Section 3.12 hereof.

3.05 **Acceptance of Work.** Inspection of the finished work shall be performed by the County to determine the acceptability of the work for payment. As a result of said inspections, the County will provide the Contractor with a "punch list" of items considered by the County to be substandard. If within thirty (30) days of the date of substantial completion, Contractor has failed to remedy all

punch list items to the satisfaction of the County, the County may, but shall not be obligated to cause all such remaining items to be remedied through the use of other contractors and deduct the cost thereof. The County may recover said costs from the Contractor including without limitation all of the County's attorney's fees and costs incurred in pursuit thereof.

- 3.06 **Release of Liens.** The Contractor shall deliver to the County, a complete release of liens arising out of each Work Order before the final request for payment is made. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the County such amount as the County may be compelled to pay in discharging such liens, including all costs and reasonable attorney's fee.
- 3.07 **Ownership of Documents.** All deliverable analysis, reference data, plans and reports or any other form of written instrument or document that may result from the Contractor's services or have been created during the source of the Contractor's performance under this contract shall become the property of the County after final payment is made to the Contractor.
- 3.08 **Warranty.** The Contractor shall guarantee all work performed for a period of one (1) year from the date of final acceptance by the County. The Contractor shall furnish the County all manufacturers' and suppliers' warranties covering materials and equipment furnished under the resulting Work Order.
- 3.09 **Responsibility of the Contractor.**
- 3.09.1 The Contractor shall be responsible for the professional and technical accuracy of all services furnished by the Contractor and its subcontractors under this Contract.
- 3.09.2 The Contractor shall provide the name, address and phone number of its designated Project Manager prior to the issuance of any Work Order, and may change the Project Manager by providing written notice to the County.
- 3.09.3 The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in the Work on the Project.
- 3.09.4 The Contractor shall serve as an expert witness for the County in any legal proceedings arising in connection with this Contract, if the County so requests.
- 3.09.5 The Contractor shall maintain a valid contractor's license and insurance for all work specified in the Work Orders at all times during the term of this Contract.
- 3.10 **Representative of County.** All services authorized under this Contract shall be under the direction of the County Representative, who shall have final decision authority for all phases of the services, including general direction, review and approval of the services.
- 3.11 **Representative of Contractor.** Contractor shall, at all times during the normal work week, designate or appoint, one or more Project Managers who are authorized to act on behalf of Contractor regarding all matters involving the conduct of the performance pursuant to this

Contract and the Work Orders, and shall keep the County Project Manager continually advised of such designation.

- 3.12 **Change in Scope of Services.** The County may order changes in the service consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor to change the amount of compensation of the Contractor or other adjustments to the Work Order, unless such changes or adjustments have been made by written amendment to the Work Order ("Change Order") and duly executed by the County. If the Contractor believes that any particular service is not within the scope of services described in the Work Order, is a material change, or will otherwise require more compensation to the Contractor, the Contractor shall immediately notify the County Project Manager in writing, of this belief. If the County Project Manager determines that the particular work is within the scope of the Work Order, the Contractor shall continue with the work at the cost stated for the work within the scope. The Contractor shall assert a right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order and the assertion shall be written and shall be sent in accordance with the notice requirements of Section 13.03 - Notice.
- 3.13 **Continuing the Work.** The Contractor shall carry on the work and adhere to the progress schedule during all disputes of this Contract with the County. No work shall be delayed or postponed pending resolution of any disputes of this Contract, except as specifically set forth herein, or as the County and Contractor may otherwise agree in writing.
- 3.14 **F.O.B. Point.** The F.O.B. point for this contract and for all purchases made under it shall be the location of the Project as specified in the specification or Work Order. Delivery shall not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County.
- 3.15 **Use of Premises.** The Contractor shall assume responsibility for any physical damages that are a direct result of the performance of the Work. During the progress of the Work, the Contractor shall keep the Project site free from accumulations of waste materials resulting from the Project. At the completion of the Project, the Contractor shall remove, at its expense, all waste materials to receptacles provided by the Contractor or the County, if any, as well as tools, appliances, equipment, machinery and/or surplus materials. The Contractor shall leave the site clean, restoring to its original condition or the condition specified in the Work Order.
- 3.16 **Time is of the Essence.** Time is of the essence for each Work Order issued under this Contract and all Projects performed in accordance herewith.

ARTICLE 4 - COMPENSATION AND PAYMENTS

- 4.01 **Compensation.** As consideration of the Contractor satisfactorily completing the Project in accordance with the terms and conditions of this Contract and the Work Order, the County agrees to pay the Contractor as set forth in the Work Order.
- 4.02 **Payments.**
- 4.02.1 Based upon an invoice submitted to the County Project Manager by the Contractor and approved by the County, the County shall make progress payments to the Contractor as provided in the Work Order. If retainage is applicable, Work Orders shall provide that five (5%) of each payment shall be withheld as retainage and final retainage shall not be paid until the Project is accepted by the County, including the completion of any punch list items described in Section 3.05.
 - 4.02.2 The invoice for progress payments shall be submitted in accordance with the draw schedule established in the Work Order. The Contractor shall submit an invoice for progress payment for the County Project Manager's approval in a form acceptable to the County. Each such invoice for payment shall set forth the value of all work completed.
 - 4.02.3 In each invoice for progress payment, the Contractor shall certify as follows:
 - 4.02.3.1 There are no known mechanic's or materialmen's liens outstanding at the date of this invoice; all due and payable bills with respect to the Project have been paid to date or shall be paid from the proceeds of this invoice for payment;
 - 4.02.3.2 There is no known basis for the filing of any mechanic's or materialmen's liens on the Project; and waivers from all subcontractor's and materialmen employed by the Contractor have been or will be obtained in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida;
 - 4.02.3.3 All improvements have been installed in accordance with the Work Order and related contract documents (except where noted or agreed upon in writing by the County pursuant to an approved Change Order); and
 - 4.02.3.4 No encroachments into the designated set-back lines and right of way, as stipulated in the Work Order and any Change Order, exist.
 - 4.02.4 Beginning with the second invoice for progress payment, the Contractor shall also deliver with each such invoice, as a condition precedent to payment thereof, waivers of lien for each of its subcontractors, current through the effective date of the previous invoice for payment. The Contractor may, if any subcontractor or supplier refuses to furnish a release in full, furnish a bond satisfactory to the County against any lien.
 - 4.02.5 The County shall promptly review each invoice for progress payment and make such exceptions, as the County reasonably deems necessary or appropriate under the state of circumstances then prevailing.

- 4.02.6 Based upon the approved invoice of progress payment, the County shall make payment to Contractor in the amount approved, subject, however, to the provisions of paragraph 7, hereof. The payment of any invoice for progress payment by the County, including the final invoice, does not constitute approval or acceptance of that part of the Project to which such payment relates or relieve the Contractor of any of its obligations hereunder with respect hereto.
- 4.02.7 Any provisions hereof to the contrary notwithstanding, the County shall not be obligated to make current payment to the Contractor hereunder if any one of the following conditions exists:
- 4.02.7.1 The Contractor fails to diligently prosecute the work in an efficient, timely, and workmanlike manner and in strict accordance with the provisions of the Contract Documents; or
- 4.02.7.2 The Contractor fails to use an adequate number of qualified personnel and sufficient equipment to complete the Project without undue delay; or
- 4.02.7.3 The Contractor fails to make prompt payments to its subcontractors, suppliers, materialmen, or laborers; or
- 4.02.7.4 Any part of such payment to the Contractor is attributable to work which is defective or not performed in accordance with the drawings and specifications; provided, however, such payment shall be made as to the part thereof attributable to work which is performed in accordance with the drawings and specifications and is not defective; or
- 4.02.7.5 The Contractor is otherwise in default of any of its obligations hereunder or otherwise is in default under any of its contractual requirements.
- 4.02.8 In the event that the County requires the Contractor to provide Performance and Payment Bonds, the County agrees to pay the Contractor, by County's check, the invoice or proposal cost of those Bonds (whichever is less), not to exceed the price quoted in the Bid.
- 4.02.9 For changes in the Work, ordered by the County, the Contract Price shall be adjusted accordingly as set forth in Section 3.12.
- 4.02.10 Any discrepancies between the County's records and the Contractor's submittals must be rectified, to County's satisfaction, by the Contractor before the County makes payment on those items. The Contractor shall only issue invoices for services rendered. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed two percent (2%) per month on all undisputed invoices not paid within thirty (30) Days after receipt and acceptance of the service, and receipt by the County of a properly completed invoice, whichever is later. Invoices for payments hereunder shall be submitted to the address indicated in the work order.
- 4.02.11 To be deemed proper, all invoices shall comply with the requirements set forth in this Contract and shall be submitted on the form and pursuant to instructions prescribed by the County.

- 4.03 **Internal Revenue Service Form (1099MISC).** During the term of this Contract, the County shall file and provide the Contractor a copy of Internal Revenue Service (IRS) Form 1099-MISC after the close of each calendar year as required by law.

ARTICLE 5 - PERSONNEL OF CONTRACTOR

- 5.01 **Supervision.** The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractor's wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation.
- 5.02 **Applicable Laws.** Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.
- 5.03 **Right of Rejection.** During the term of this Contract, the County shall have the right of reasonable rejection and approval of the staff of the Contractor or other representatives assigned to the work by the Contractor. If the County reasonably rejects the staff or representative of the Contractor, Contractor shall provide replacement satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees or others working on behalf of the Contractor are the sole responsibility of the Contractor.
- 5.04 **Employment of Illegal Aliens.** The Contractor certifies that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 5.05 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and

employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

5.05.1 In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the county's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the county's ADA Coordinator at 386-248-1760. Read the full [ADA Notice](#) under The American with Disabilities Act (Title II). Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

5.06 **Fair Labor Standards Act.** The Contractor and any Subcontractor shall pay all employees working on this Contract, not less than the minimum wage specified in the Fair Labor Standards Act, as amended.

5.07 **Drug-Free and Smoke-Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its subcontractors agree to adhere to the County's policies on drug-free and smoke-free work place during the term of this Contract.

ARTICLE 6 - CONTRACTOR AS INDEPENDENT CONTRACTOR

6.01 The Contractor shall provide the services required herein strictly in an independent Contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. The County shall not provide vehicles or equipment to the Contractor to perform the duties required by this Contract nor will the County pay for any business, travel, office, or training expense or any other contract performance expense not specifically set forth in the Scope of Services. The Contractor is not exclusively bound to the County and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the County.

ARTICLE 7 - SUBCONTRACTORS

7.01 **Prior Approval.** In the event the Contractor, during the course of the work under this Contract, requires the services of any subcontractors, suppliers, other persons or organizations in connection with service covered by this Contract, the Contractor must secure the prior written approval of the County. The County's acceptance of any such subcontractors, suppliers, other persons or organization so identified, may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the County of any such subcontractor, supplier, other person or organization shall

constitute a waiver of any right of the County to reject defective work. Contractor shall remain fully responsible for the services of said subcontractors, suppliers, other persons or organizations.

- 7.02 **License.** Subcontractor's license shall be valid at all times during the course of work for the County. Contractor shall be responsible for ensuring that the subcontractors' licenses are valid during the performance of work for the County.

ARTICLE 8 - INSURANCE

- 8.01 **Required Types of Insurance.** The Contractor shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on Exhibit "C", in the form and from companies satisfactory to the County.

ARTICLE 9 - DELIVERABLES AND STANDARDS

- 9.01 **Deliverables.** The Contractor shall deliver to the County any and all reports and any other deliverable required under Work Order in a format approved by the County.
- 9.02 **Failure to Deliver.** In the event of failure of the Contractor to deliver services in accordance with the terms and conditions of this Contract, the County, after due written notice, may procure the services from other sources. This remedy shall be in addition to any other remedies that the County may have.
- 9.03 **Standards.** The Contractor shall be responsible for the professional quality and the accuracy of all deliverables and services provided under this Contract and shall, without additional compensation, correct any errors in the same. Deliverables prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in this Contract, be thoroughly researched for accuracy of content, be grammatically correct and not contain errors, be numerically accurate, be submitted in the format approved in advance by the County Project Manager, and be submitted for advance review and comment by the County Project Manager. The cost of correcting errors, correcting report data, or making other revisions required to bring the deliverable into compliance with the requirements of this Contract shall be borne solely by the Contractor.

ARTICLE 10 - TERM AND TERMINATION

- 10.01 **Term.** Subject to the termination provisions contained in this Contract, the term of this Contract shall commence as of the Effective Date and continue for a period of one year. Two (2) additional one-year renewals are allowable upon County discretion and upon mutual approval of the County Council and awarded contractors. This Contract shall also be automatically extended to include the Completion Date of any Work Order issued during the term of the Contract.
- 10.02 **Termination.** The performance of Services under this Contract may be terminated by the County in accordance with this Article 10 - Term and Termination, in whole or in part from time to time,

for (1) a material breach; (2) nonappropriation of funds; or, (3) for convenience upon at least thirty (30) calendar days, prior written notice to Contractor whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under this Contract is terminated, and the subsequent date upon which such termination becomes effective subject to the provisions of this Article 10 – Terms and Termination.

10.03 After receipt of a Notice of Termination, and except as otherwise directed by the County, the Contractor shall:

10.03.1 Stop work under this Contract on the date and to the extent specified in the Notice of Termination.

10.03.2 Place no further orders or subcontracts for materials, Services or Work or facilities, except as may be necessary for completion of such portion of the Work under this Contract, as it is not terminated.

10.03.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Services or Work terminated by the Notice of Termination.

10.03.4 Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

10.03.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Article 10 - Term and Termination.

10.03.6 Transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:

10.03.6.1 The designs, specifications, reports, studies, plans, bulletins, schedules, estimates, other documentation and/or other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,

10.03.6.2 The completed or partially completed designs, specifications, reports, studies, plans, bulletins, schedules, estimates or other documentation which, if this Contract has been completed, would have been required to be furnished to the County.

10.03.7 Complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

- 10.04 After receipt of such Notice of Termination, the Contractor shall submit to the County its termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 10.05 Subject to the provisions of Article 10 – Term and Termination, the Contractor and the County may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to Article 10 – Term and Termination which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. As such, this Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the County to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work or Services, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor.
- 10.06 In the event of the failure of the Contractor and the County to agree as provided herein upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to Article 10 – Term and Termination, the County shall pay to the Contractor the amounts determined by the County as follows, but without duplication of any amounts already agreed upon by the parties or previously paid to the Contractor.
- 10.06.1 For completed Work or Services accepted by the County, the compensation specified in this Contract for such Work, less any payments previously made.
- 10.07 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:
- 10.07.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- 10.07.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 10.07.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Contract.
- 10.08 If, after Notice of Termination of this Contract for default, it is determined for any reason that the Contractor was not in default or that the default was excusable under the provisions of paragraph above, the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued pursuant to this Article 10 – Term and Termination.
- 10.09 Any provision of this Contract that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Contract.

ARTICLE 11 - LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 11.01 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County 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 County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 11.02 **No Third Party Beneficiaries.** Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 11.03 **INDEMNIFICATION.**
- 11.03.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Contract, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.
- 11.03.2 In all claims against County, Contractor's indemnification obligation shall not be limited

in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

11.03.3 IN ACCORDANCE WITH FL STATUTE 558.0035:

- (1) A DESIGN PROFESSIONAL EMPLOYED BY A BUSINESS ENTITY OR AN AGENT OF THE BUSINESS ENTITY IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT IF:
 - (A) THE CONTRACT IS MADE BETWEEN THE BUSINESS ENTITY AND A CLAIMANT OR WITH ANOTHER ENTITY FOR THE PROVISION OF PROFESSIONAL SERVICES TO THE CLAIMANT;
 - (B) THE CONTRACT DOES NOT NAME AS A PARTY TO THE CONTRACT THE INDIVIDUAL EMPLOYEE OR AGENT WHO WILL PERFORM THE PROFESSIONAL SERVICES;
 - (C) THE BUSINESS ENTITY MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THE CONTRACT; AND
 - (D) ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT.
- (2) AS USED IN THIS SECTION, THE TERM "BUSINESS ENTITY" MEANS ANY CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, LIMITED PARTNERSHIP, PROPRIETORSHIP, FIRM, ENTERPRISE, FRANCHISE, ASSOCIATION, SELF-EMPLOYED INDIVIDUAL, OR TRUST, WHETHER FICTITIOUSLY NAMED OR NOT, DOING BUSINESS IN THIS STATE.

11.03.4 **Indemnification for Grant Funded Projects.** For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Consultant/Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

11.03.5 In all claims against FDEM or US, Consultant/Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant/Contractor, or its employees, agents, contractors, or subconsultants/subcontractors.

- 11.04 In no event shall Contractor or County be liable for consequential, special, incidental, indirect, exemplary, or punitive damages.
- 11.05 **Claims Notice.** The CM/GC shall timely report in writing to the County's Director of Risk Management any incident which it believes might result in claims against the County under any of the coverage's mentioned herein.

Name: County of Volusia
Human Resources Division/Risk Management
Address: 125 West New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: (386) 736-5963
Fax: (386) 822-5006

ARTICLE 12 - COUNTY GOVERNMENT POLICIES

- 12.01 **Modifications Due To Public Welfare or Change in Law.** The County shall have the power to make changes in this Contract as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on Contractor under this Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of Contractor, or the benefits to the County, then this Contract shall be amended consistent therewith. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law.
- 12.02 **Compliance with Laws.**
- 12.02.1 The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders and decrees. The Contractor shall protect and indemnify County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by bidder, its representatives, sub-contractors, sub-Contractors, professional associates, agents, servants, or employees.
- 12.02.2 All licenses and permits required to perform Contractor's duties under this contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained

in full force and effect during the term of this contract. Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, County of Volusia, or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

- 12.03 **Truth-In-Negotiation Certificate.** The signature on this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual Unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of Contracting.
- 12.04 **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- 12.04.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- 12.04.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 12.04.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

- 12.04.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 12.04.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Consultant receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
- 12.04.6 Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 12.04.7 Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 12.05 **Financial Records.** Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to the Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be County's responsibility to notify Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books,

records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

12.06 Audit Right and Retention of Records. Contractor agrees to maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. County shall have the right to audit the books, records, and accounts of Contractor that are directly related to the Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Public Records Act (if applicable, or, if the Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Public Records Act is determined by County to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

12.07 Payments Subject to Appropriation. Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. County shall not be obligated to pay Contractor under this Contract beyond the date of termination except as set forth in Article 10 – Terms and Termination. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Article 4 – Compensation and Payments.

12.08 Prohibition Against Contingent Fees.

12.08.1 The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate this Contract without liability and, at its sole discretion, to deduct from the contract price or compensation for a one or more Work Orders, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

12.08.2 Contractor understands any acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

12.08.3 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, a contract for services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

12.09 **No Code Violation or Past Due Debt.** Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the County shall have the right to terminate this Contract as set forth herein.

12.10 **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.

12.11 **Background Checks.** Contractor and County understand that certain areas of the County's premises may not be available to Contractor's personnel without background checks and that such access is not required to perform the services contemplated by this Contract.

12.11.1 Nothing contained in this Contract shall relieve the Contractor or its subcontractors from conducting Level 1 background checks as defined in Chapter 435, Florida Statutes on any of their employees or agents who perform work on any job site under this Contract , Contractor acknowledges that by its execution of this Contract, it is certifying that Level 1 background checks of all its or or its subcontractor's employees or agents hire or or have been preformed prior to performance of any work under this Contracts.

12.12 **Disadvantaged Business Enterprises Participation.** The Contractor will appraise itself of and comply with all applicable laws concerning contracts with small business concerns owned and controlled by socially and economically disadvantaged individuals and all applicable labor wages rates and scales. In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, 49 CFR, Part 23, and Volusia County Ordinances (Municipal code section 2-269, County Ordinance No. 90-20, § 9,5-17-90), participation by Disadvantaged and Women Business Enterprises ("D&WBE") in the Project shall be affirmatively assured by the Contractor.. DBE shall be afforded full opportunity to submit proposals in response to invitations to bid and will not be

discriminated against on the grounds of race, color or national origin in consideration for an award. It is the County's goal that the D&WBE participation for the Project is at least ten percent (10%).

- 12.13 **Assignment.** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract.

- 12.14 **E-verify.** The Contractor covenants and agrees to the following provisions, as required by law:
- 12.14.1 If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 12.14.2 Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
- 12.14.3 In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. The contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section 12.14 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section 12.14 and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the

Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.

- 12.14.4 If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section 12.14; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section 12.14, Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

- 13.01 **Entire Contract.** This Contract constitutes the entire contract between the parties. There are no understandings or Contracts related hereto other than those which are expressed herein, and all prior negotiations, Contracts, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 13.02 **Notice.** All notice required under this Contract shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing and Contracts Address: 123 W. Indiana Ave., Room 302 DeLand, Florida 32720 Phone: (386) 736-5935 Fax: (386) 736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Room 301 DeLand, Florida 32720 Phone: (386) 736-5950 Fax: (386) 736-5990

In the case of Consultant:	with a copies of legal notices to:
Paul Culver Construction, Inc. Attn: Paul Culver Address: 1301 Beville Road Ste 6 Daytona Beach, FL 32119 Phone: 386-763-4190 Email: paul@paulculverconstruction.com	Paul Culver Construction, Inc. Attn: Paul Culver Address: 1301 Beville Road Ste 6 Daytona Beach, FL 32119 Phone: 386-763-4190 Email: paul@paulculverconstruction.com

- 13.03 **Governing Law.** The laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida, shall govern this Contract. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida and Code of Ordinances of County of Volusia, without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- 13.04 **Venue and Jurisdiction.** The venue for any litigation between the parties arising under this Contract shall be exclusively in the County of Volusia, Florida, unless the litigation is exclusively cognizable in federal court and venue shall then be exclusively in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract.
- 13.05 **Waiver of Jury Trial.** Contractor and County hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to the Contract for any litigation limited solely to the parties of the Contract.
- 13.06 **Attorneys Fees and Costs.** Each party shall pay its own costs and attorney's fees relating to any dispute, mediation or litigation arising out of this Contract.
- 13.07 **Severability.** If any provision of this Contract shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Contract, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Contract shall remain in full force and effect unless County or Contractor elect to terminate this Contract. An election to terminate this Contract based upon this

provision shall be made within seven (7) Days after the finding by the court becomes final. Prior to terminating this Contract, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

13.08 **Waiver.** Failure by either party or both parties to enforce any provision of the Contract shall not be deemed a waiver of such provision or modification of the Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract.

13.09 **Amendment.** No modification, amendment, change order, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Contract and executed by a duly authorized official of each party.

13.10 **Headings.** Any paragraph and/or section headings used in this Contract are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Contract.

13.11 **Public Entity Crime and Discriminatory Vendor List.** Pursuant to Florida Statutory requirements, Contractor is hereby notified of the contents of the following statutory provision:

13.11.1 **Section 287.133(2)(a)(as amended):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

13.11.2 **Section 287.133(2)(b)(as amended):** A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

13.11.3 **Section 287.134(2)(a)(as amended):** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract

to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity.

- 13.11.4 **Section 287.134(2)(b)(as amended):** A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.
- 13.11.5 By signing this Contract, the Contractor represents and warrants that it is not violating Section 287.133, Florida Statutes, or Section 287.134, Florida Statutes.
- 13.11.6 In addition to the foregoing, the Contractor represents and warrants that Contractor is not under investigation for violation of such statutes and should Contractor prepare to use a subcontractor or professional associate, Contractor shall require such subcontractor or professional associate to sign an affidavit that the individual or entity is not under investigation nor in violation of these statutes.
- 13.11.7 The Contractor shall send to each labor organization or representative of workers with which the Contractor has a collective bargaining contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 13.11.8 The Contractor shall include this section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 13.11.9 The Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the lowest responsible/responsive quote is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

13.12 **Lead Based Paint Prevention Act (34 CFR, Part 35).** The Contractor covenants and agrees that it shall comply with the Lead Based Paint Prevention Act (34 CFR, Part 35), which requires prohibition of the use of lead-based paint in renovation, modernization structures, or other improvement activities.

13.13 **Anti-Lobbying.** To the best of the County's knowledge and belief:

13.13.1 No Federal appropriated funds have been paid or shall be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

13.13.2 If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

13.14 **Safety.** The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the bidder, subcontractor, or supplier's failure to comply with the regulations.

13.15 **Material Safety Data Sheet.** In accordance with Chapter 442 of the Florida Statutes, it is the Contractor's responsibility to identify and to provide to the County a Material Safety Data Sheet for any material as may apply to this contract.

13.16 **New Material.** The Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this contract are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

13.17 **Compliance with FEMA 2 CFR 200.317-326 and Appendix II Contract Provisions:**

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

- 13.18 **Scrutinized Companies, FL Statue Section 287.135 and 215.473.** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must have submitted the certification form with their response to County Solicitation No. 24-SQ-87LL. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year written below.

Vendor acknowledges that Paul K. Culver [name of title of signatory] (the “Authorized Signatory”) is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

Attest:

DocuSigned by:
George Recktenwald
2263F6E1E09043E...
George Recktenwald
County Manager

Date: 6/7/2024 | 08:10:53 EDT

Approval: 06/04/2024

DS
RF

COUNTY OF VOLUSIA

DocuSigned by:
Jeffrey S. Brower
FFF54386B8FD439...
Jeffrey S. Brower
County Chair

Date: 6/5/2024 | 15:28:07 EDT

Attest:

DocuSigned by:
Arlene Pacholsky
66F2F1B1F43D46C...
Signature

Arlene Pacholsky Office Manager
Name and Title

Date: 5/20/2024 | 14:28:33 EDT

PAUL CULVER CONSTRUCTION, INC.

DocuSigned by:
Paul K. Culver
5B07AE5A2ED9403...
Signature

Paul K. Culver President
Name and Title

Date: 5/20/2024 | 10:39:14 PDT

AMENDMENT NO. 1
TO
CONSTRUCTION CONTRACT FOR PROFESSIONAL SERVICES FOR GENERAL
CONTRACTORS FOR PROJECTS LESS THAN \$125,000

BETWEEN
COUNTY OF VOLUSIA, FLORIDA

AND
PAUL CULVER CONSTRUCTION
1301 BEVILLE ROAD STE 6
DAYTONA BEACH, FLORIDA 32119

THIS AMENDMENT No. 1, made and entered into by and between the COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and **PAUL CULVER CONSTRUCTION** incorporated in and licensed to do business in the state of Florida (hereinafter "Consultant").

WHEREAS, the County and Consultant entered into a Construction Contract for Professional Services for General Contractors for Projects Less than \$125,000 (the "Agreement") pursuant to a solicitation No. 24-SQ-87LL, under which Paul Culver Construction agreed to provide general contractor services commencing June 04, 2024,

WHEREAS, the County and Consultant intended for the initial term of the Agreement to be for three (3) years; however, the Agreement states that the initial term is for one (1) year;

WHEREAS, through this Amendment No. 1, the County and the Contractor desire to amend Article 10. Term and Termination, 10.1 Term, to provide for such three (3) year initial term.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Consultant and County, the parties agree to renew and to amend the afore-described Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Contract.
2. The parties agree to amend the Contract by replacing SECTION 10.1 Term, with the following new SECTION 10.1 Term providing for a three (3) year initial term:

SECTION 10.1 Term

Subject to the termination provisions contained in this Contract, the term of this Contract shall commence as of the Effective Date and continue for a

period of three (3) years. Two (2) additional one-year renewals are allowable upon County discretion and upon mutual approval of the County Council and awarded contractors. This Contract shall also be automatically extended to include the Completion Date of any Work Order issued during the term of the Contract

3. This Amendment No. 1, including any exhibits, sets forth the entire modification to the Agreement with respect to the products and services provided under this Amendment No. 1, unless the Agreement is otherwise amended or modified, and supersedes all prior proposals, agreements, and communications, both written and oral.
4. This Amendment No. 1 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 1 and the Agreement, this Amendment No. 1 shall govern and control to the extent any such conflict exists.
5. Contractor acknowledges that Paul K. Culver (the "Authorized Signatory"), is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Amendment electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the Construction Contract for Professional Services for General Contractors for Projects less than \$125k per 24-SQ-87LL on the respective dates under each signature.

CONTRACTOR: PAUL CULVER CONSTRUCTION

DocuSigned by:
Paul K. Culver
BY: 5B07AE5A2ED9403... (Signature)

BY: Paul K. Culver President
(Print Corporate Officer Name & Title)

Date: 7/3/2024 | 06:38:12 PDT

DocuSigned by:
Arlene Pacholsky
ATTEST: 66F2F1B1F43D46C...

Date: 7/3/2024 | 09:39:56 EDT

COUNTY OF VOLUSIA:

BY: DIRECTOR OF PURCHASING AND CONTRACTS OF VOLUSIA COUNTY, FLORIDA
Per Ordinance No. 2009-07, Section 2-272(a) and Section 2-273(a)

DocuSigned by:
Pamela Wilsky
BY: 66E72DB4657B548A
Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Date: 7/3/2024 | 10:54:17 EDT

ATTEST:
DocuSigned by:
Lacey Lassiter
03F73CB7941F4E4...
Date: 7/3/2024 | 11:02:08 EDT



CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 12, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Gwyn Herstein, City Planner

PREPARED BY: Gwyn Herstein, City Planner

SUBJECT: Regular Site Plan RSP12024020: LUX Condominium, 3159 S. Atlantic Ave.

SYNOPSIS:

On June 11, 2024, applicant Michael Sokmen, owner of the vacant property at 3159 S. Atlantic Avenue, submitted Regular Site Plan application RSP12024020. This site plan application, if approved, will facilitate construction of a seven-story, 30-unit residential condominium. This development site, on the east side of S. Atlantic Avenue, has 101 feet of road frontage and is 0.69 of an acre in size. Two, three, and four-bedroom units will be offered. Parking will be accomplished on an upper deck, under cover of the building, and in a lower-level garage.

FISCAL IMPACT STATEMENT:

BACKGROUND:

As three conditions of the Planning and Zoning Board's approval recommendation remained to be met, the publicly noticed City Commission hearing was continued by the City Commission on October 22, 2024, to the November 12, 2024, 6:00 p.m. meeting.

See attached Planning Analysis for additional background.

LEGAL REVIEW:

RECOMMENDATION:

The Planning and Zoning Board recommended approval of RSP12024020 as presented at the October 14, 2024, Planning and Zoning Board meeting. Their approval was conditioned upon three specific issues being fully addressed, as recommended by Staff. These three specific issues have been fully addressed.

Staff recommends approval of Regular Site Plan RSP12024020 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Regular Site Plan RSP12024020 as presented."

OR

2. "I move to approve Regular Site Plan RSP12024020 with the following conditions required..."

OR

3. "I move to deny Regular Site Plan RSP12024020 on the basis of the following..."

ATTACHMENT:

1. Planning Analysis & Exhibits A-H (24 pages) LIV Condo, 3159 S. Atlantic Ave.
2. Exhibit I - Application and Supporting Documents (22 Pages) RSP12024020 LUX CONDO, 3159 S. Atlantic Ave.
3. Exhibit J - Civil and Landscape Drawings (25 Pages) RSP12024020 LUX Condo, 3159 S Atlantic Ave.
4. Exhibit K - Architectural Plans (6 Pages) RSP12021020 LUX CONDO, 3159 S. Atlantic Ave.
5. Exhibit L - Elevations (4 pages) RSP12024020 LUX CONDO, 3159 S. Atlantic Ave.



PLANNING ANALYSIS

APPLICATION NO:	Regular Site Plan RSP12024020
PROJECT NAME:	LUX Condominium
PROJECT LOCATION:	3159 South Atlantic Avenue
PARCEL ID:	5334 0002 0110
OWNER:	3159 South Atlantic, LLC
PROJECT COORDINATOR:	James R. Mack
STAFF CONTACT:	Gwyn Herstein, City Planner
REQUEST:	Approval of site plan application, RSP12024020, which would allow construction of a 7-story, 30-unit residential condominium

A. EXISTING ZONING AND LAND USE

Table 1 below provides a description of the zoning district designation and current land use (i.e., existing development) for the subject and abutting properties.

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	T-RMF-1	Vacant Lot
North	T-RMF-1	St. Croix Condominium
South	T-RMF-1	Hyatt Place Hotel
East	-	Atlantic Ocean
West	GC-1	Island Beachwear Retail

Notes: T-RMF-1 = Hotel/Motel-Residential Multifamily (High Density) District, GC-1 = Tourist-Oriented Commercial District.

As seen in **Table 1** above and **Exhibit A**, the subject property has a zoning designation of T-RMF-1. Which allows uses available in either the T Hotel/Motel District or the RMF-1 Multifamily Residential District (High Density). Pursuant to Sec. 14-18.2. of the Daytona Beach Shores Land Development Code (LDC), multifamily dwelling uses are permitted in the RMF-1 Multi-Family Residential District (High Density).

B. COMPREHENSIVE PLAN (2030)

According to the City's Adopted Comprehensive Plan (2030) Future Land Use Map, the future land use (FLU) classification of the subject property is *High Intensity Use*. Comprehensive Plan **Policy 1-1.1.2.2.** sets density limits for high-intensity multi-family residential condominiums at a maximum of 60 units per gross acre. **Policy 1-1.1.2.6.** sets building height maximums for multi-family residential high-density at 12 stories. Considering the aforementioned and that the proposed development would have 30 units, which is 41 units per gross acre, and 7 stories, the proposed site plan is consistent with the City's Adopted Comprehensive Plan (2030) and existing FLU classification.

C. REVIEW AND COMMENTS

PLANNING: Gwyn Herstein, City Planner

1. General Description

The development site is located at 3159 South Atlantic Avenue (**Exhibit B**). This site is 0.69 of an acre and has street frontage of 101 feet along South Atlantic Avenue. The LUX Condominium site plan application proposes construction of a 7-story, 30-unit residential condominium building on this ocean-front property. Proposed units range in size from 1,295 square feet to 2,066 square feet with the project's total gross square footage at 30,451. There is currently no structure on this property, though a timeshare building occupied the site from May 1980 until early 2008.

2. Stormwater

To accommodate non-percolating stormwater created by this development, all water runoff on the site will be directed by a combination of pavement grades, swales, and collection pipes to a perforated pipe system installed with a capacity of 132% of the requirement, according to stormwater calculations prepared by P.E. Roger W. Strcula of Upham, Inc. The City engineer has approved this site plan as conforming with the City's Land Development Code and stormwater regulations.

3. Access

The development plan shows vehicular and pedestrian access via one (1) driveway connection to S. Atlantic Avenue toward the north side of the west property line; this leads to near-street-level parking on an upper deck. A second vehicular access via a driveway connection to S. Atlantic Avenue is shown toward the south side of the west property line; this leads to a lower-level parking garage. The City's Public Safety Department has reviewed the access points and has no objection to their locations.

4. Parking & Transportation

Forty-five (45) parking spaces are required to serve the proposed development; forty-five (45) spaces are shown on the plan. Twenty-nine of these spaces are located in the lower-level parking garage, inclusive of two (2) ADA spaces. Sixteen (16) spaces are located on the street-level upper deck, inclusive of one (1) ADA space. A dedicated emergency medical services (EMS) parking space and turnaround area are also provided on the street-level upper deck.

According to the Trip Generation Statement provided by the project transportation engineer (**Exhibit C**), daily trips generated by the proposed development should average ninety-seven (97). Of these average daily trips to and from the property, 11% are expected to take place during the peak AM hour and 12% during the peak PM hour. Due to the projected total daily trips found to be below the City's LDC threshold, no Traffic Impact Analysis is required for this development.

5. Public Facilities

According to submitted professional reports and comparisons of project metrics against currently adopted level-of-service standards identified in the City's LDC, Chapter 3, all public facilities have adequate capacity to accommodate this proposed development (**Exhibit D**).

6. Landscaping

Seventeen (17) trees and two (2) different species of tree are required to be added to the site. The developer proposes to add seventeen (17) trees in five (5) different tree species. Adequate perimeter and interior landscaping are provided as required. Considering this information, the proposed landscape plans meet the City's landscape design requirements (**Exhibit E**).

7. Development Plan

As seen in the attached site development plan review checklist (**Exhibit F**), the proposed plans meet the requirements of the City's Land Development Code.

8. Conditions for Approval

Related to two formerly unresolved technical determinations and one safety requirement associated with this site plan application, specific conditions were required to be met to obtain the Planning and Zoning Board's recommendation to the City Commission for approval of Regular Site Plan RSP12024020. Per **Exhibit G**, applicable conditions have been satisfied.

9. Public Notices

Public notification requirements of newspaper publishing and placard posting on the site, both at least ten (10) days prior to the first hearing, have been met (**Exhibit H**).

D. PLAN REVIEWERS

COMMUNITY SERVICES: Stewart Cruz, AICP, Department Director

See above.

PUBLIC WORKS: Tom Brown - Public Works/Sewer Deputy Director

The Deputy Director has reviewed the site plan, including the landscaping and irrigation plans, and his comments have been addressed.

PUBLIC SAFETY: Lt. Norman “R.J.” Medders – Support Services Division Lieutenant

The Support Services Lieutenant has reviewed the site plan and his comments have been addressed.

ENGINEERING: John Dillard, P.E. – Zev Cohen & Associates

The City’s civil engineering consultant has reviewed the site plan and his comments have been addressed.

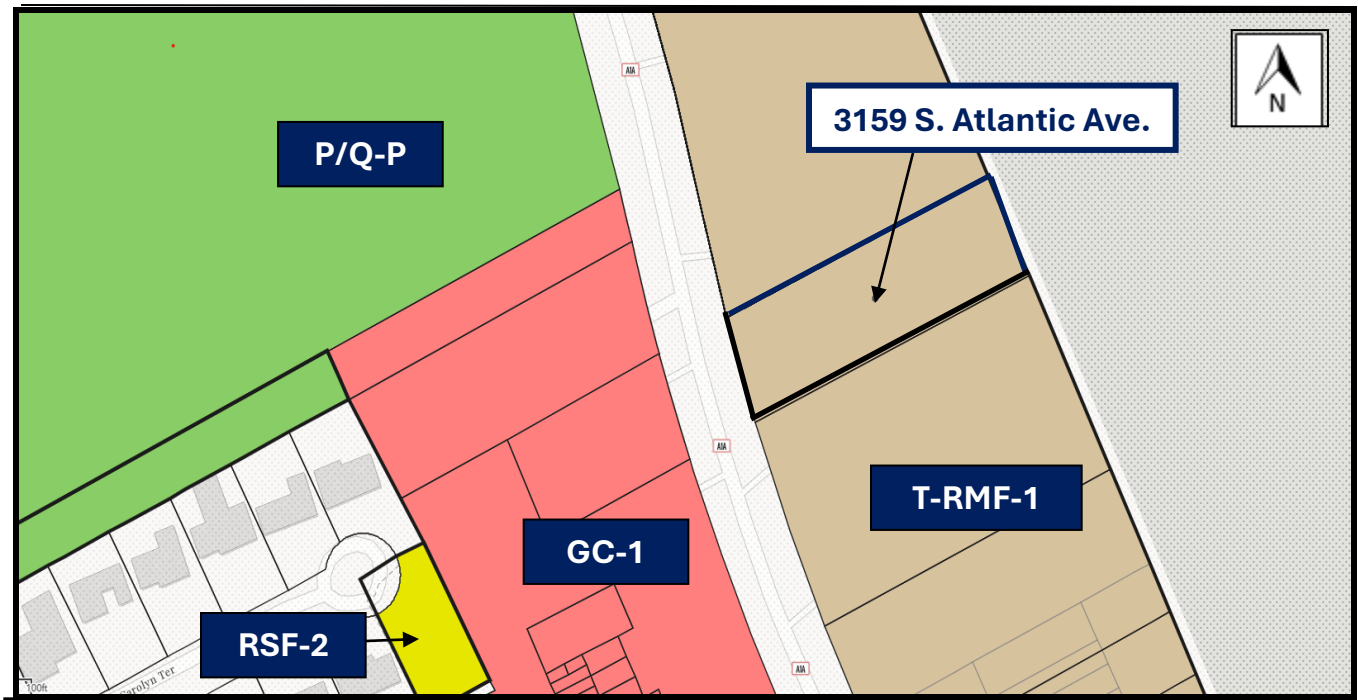
PLANNING & ZONING BOARD:

A recommendation for approval by the Daytona Beach Shores City Commission of RSP12024020 was issued by the Planning and Zoning Board at its October 14, 2024, public hearing, conditioned upon the rectification of three specific issues. As these three conditions remained outstanding, the publicly noticed City Commission hearing was continued by the City Commission on October 22, 2024, to the November 12, 2024, 6:00 p.m. meeting. All conditions required by the Planning and Zoning Board have been addressed, as enumerated in **Exhibit G**.

E. STAFF RECOMMENDATION

Staff recommends approval of the LUX Condominium Regular Site Plan RSP12024020 as presented.

Exhibit A - Zoning Map for 3159 S. Atlantic Avenue



Source: Volusia County, ArcGIS 2024

Zoning Districts for City properties near 3159 S. Atlantic Avenue:

GC-1 – Tourist-Oriented Commercial District

P/QP – Public/Quasi-Public

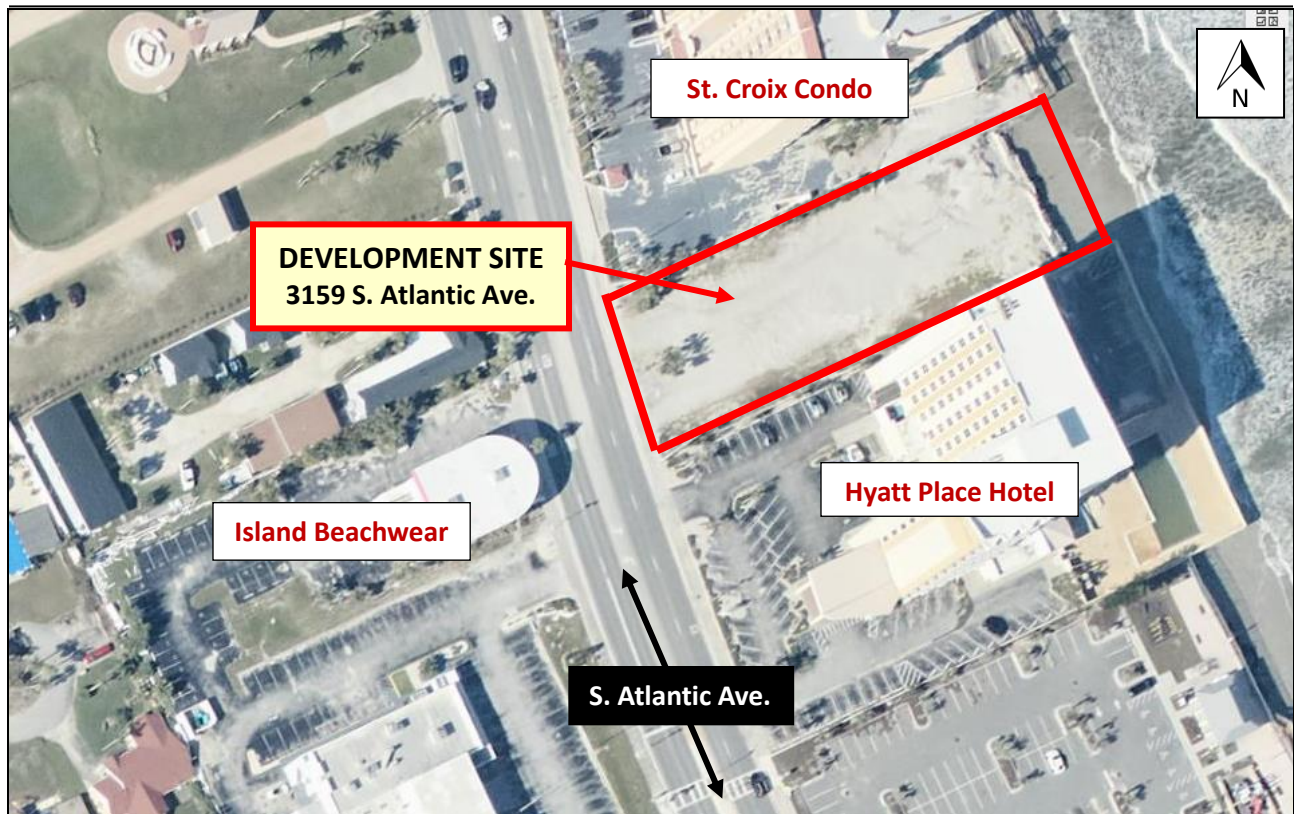
RSF-2 – Urban Single-Family Residential Detached District

T/RMF-1 – Hotel-Motel District/Multifamily Residential District (High Density)

Exhibit B – Site Location Maps for 3159 S. Atlantic Avenue



Source: FEMA Imagery AOIs/Esri Community Map Contributors, ArcGIS 2024



Source: FEMA Imagery AOIs/Esri Community Map Contributors, ArcGIS 2024

EXHIBIT C

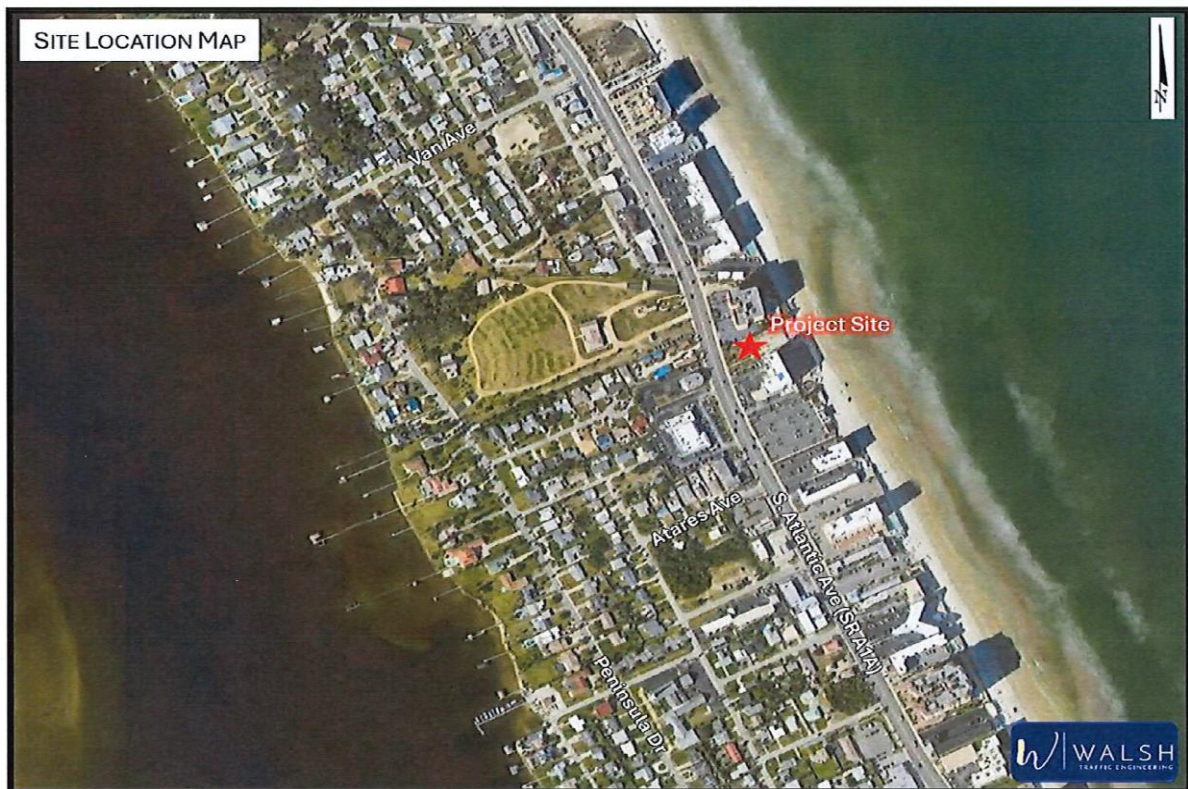
Trip Generation Statement (Page 1 of 10)

MEMORANDUM



To: Mr. Stewart Cruz – Community Services Director, Daytona Beach Shores
From: Mr. Chris J. Walsh, P.E.
Date: September 30, 2024
Subject: Traffic Analysis for LUX Condominium
Daytona Beach Shores, Florida

Walsh Traffic Engineering, LLC (Walsh Traffic) has been retained to conduct a traffic analysis for the LUX Condominium development proposed at 3159 S. Atlantic Avenue (SR A1A) in Daytona Beach Shores, Florida (see **Site Location Map** below). The proposed is currently vacant. The development includes a 30-unit condominium building (seven floors of living accommodations). Access to the development is proposed via two full-access connections on SR A1A (a five-lane section roadway). One of the connections will be for service access and thus have minimal traffic use while the other will provide access to the parking garage. This memorandum is intended to demonstrate the low trip generation potential of the proposed development.



Walsh Traffic Engineering
285 Palmetto Springs Street, DeBary, Florida 32713
www.walshtraffic.com

Phone: 386.668.0062

EXHIBIT C

Trip Generation Statement (Page 2 of 10)

Mr. Stewart Cruz, September 30, 2024, Page 2



Trip Generation

The PM peak-hour trip generation potential for the proposed development was determined based on trip generation equations/rates for Land Use Code 221 (Multifamily Housing-Mid Rise) as provided in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 11th Edition*. As summarized in **Table 1**, the proposed development is projected to generate 97 total daily trips, 11 AM peak-hour trips (3 in, 8 out), and 12 PM peak-hour trips (7 in, 5 out).

Table 1 – Trip Generation Summary (Proposed Development)

Land Use	ITE Land Use Code	Intensity	Daily		
			Total Trips		
			In	Out	Total
Multifamily (Mid-Rise)	221	30 DU	49	48	97

Land Use	ITE Land Use Code	Intensity	AM Peak Hour		
			Total Trips		
			In	Out	Total
Multifamily (Mid-Rise)	221	30 DU	3	8	11

Land Use	ITE Land Use Code	Intensity	PM Peak Hour		
			Total Trips		
			In	Out	Total
Multifamily (Mid-Rise)	221	30 DU	7	5	12

Because the development's projected trips are below 500 daily trips, per Section 3-4.1 of the City's Land Development Code a Traffic Impact Analysis is not required for the proposed development.

It is estimated that 50% of the trips will be to/from the north on SR A1A and 50% will be to/from the south on SR A1A. This equates to 2 northbound rights and 1 southbound left in the AM peak hour. During the PM peak hour, there will be 4 northbound rights and 3 southbound lefts. These resulting northbound right turns are well below warranting thresholds for a right-turn lane. As for the southbound lefts, a two-way left-turn lane already exists on SR A1A.

You may contact us at (386) 801-5682 should you have any questions.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Chris J Walsh Date: 2024.09.30
09:49:25 -04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

Walsh Traffic Engineering
285 Palmetto Springs Street, DeBary, Florida 32713
www.walshtraffic.com

Phone: 386.668.0062

EXHIBIT C

Trip Generation Statement (Page 3 of 10)

Mr. Stewart Cruz, September 30, 2024, Page 3



Attachments

Walsh Traffic Engineering
285 Palmetto Springs Street, DeBary, Florida 32713
www.walshtraffic.com

Phone: 386.668.0062

Trip Generation Statement (Page 4 of 10)

Page 87 of 178

Trip Generation Statement (Page 5 of 10)

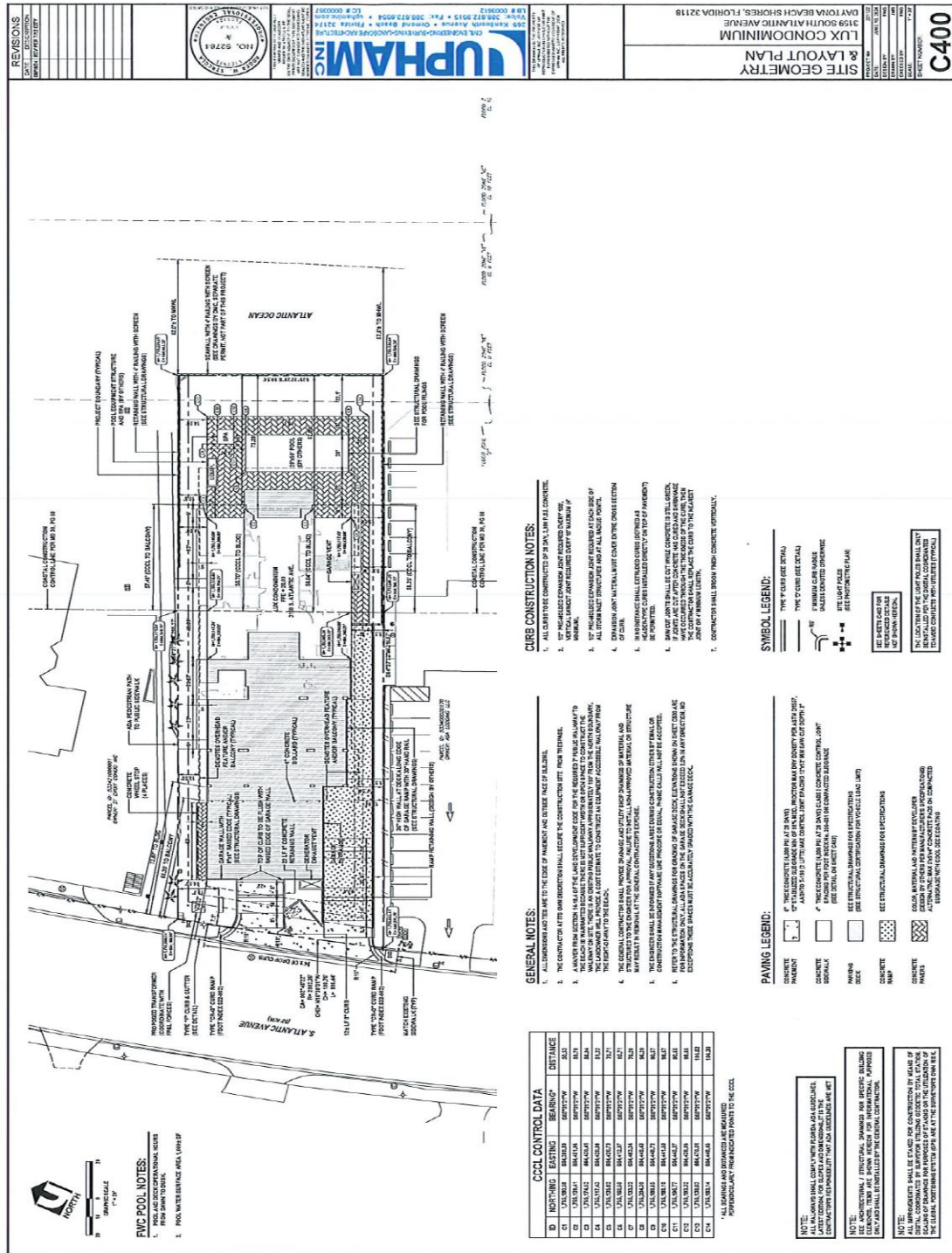
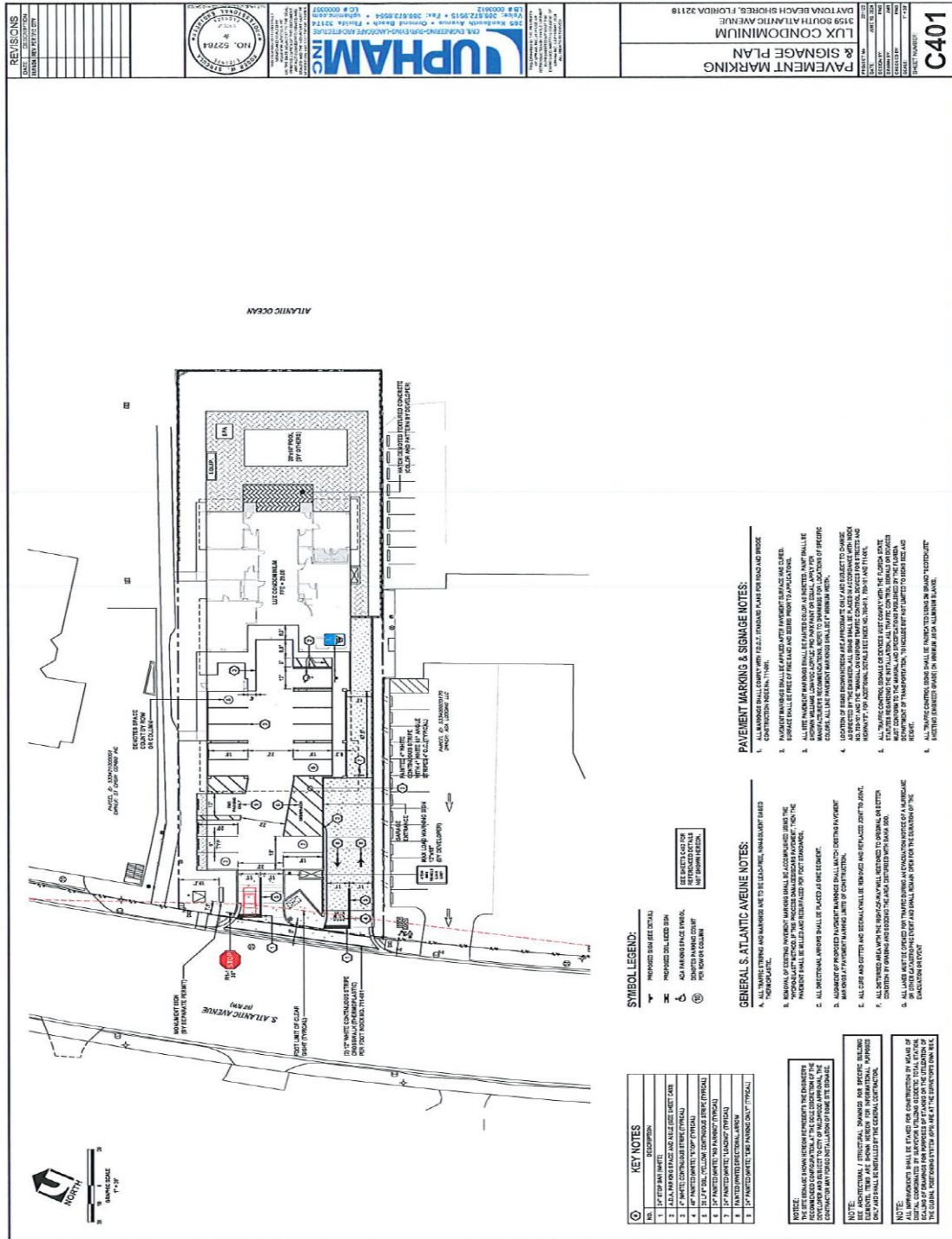


EXHIBIT C

Trip Generation Statement (Page 6 of 10)



Trip Generation Statement (Page 7 of 10)

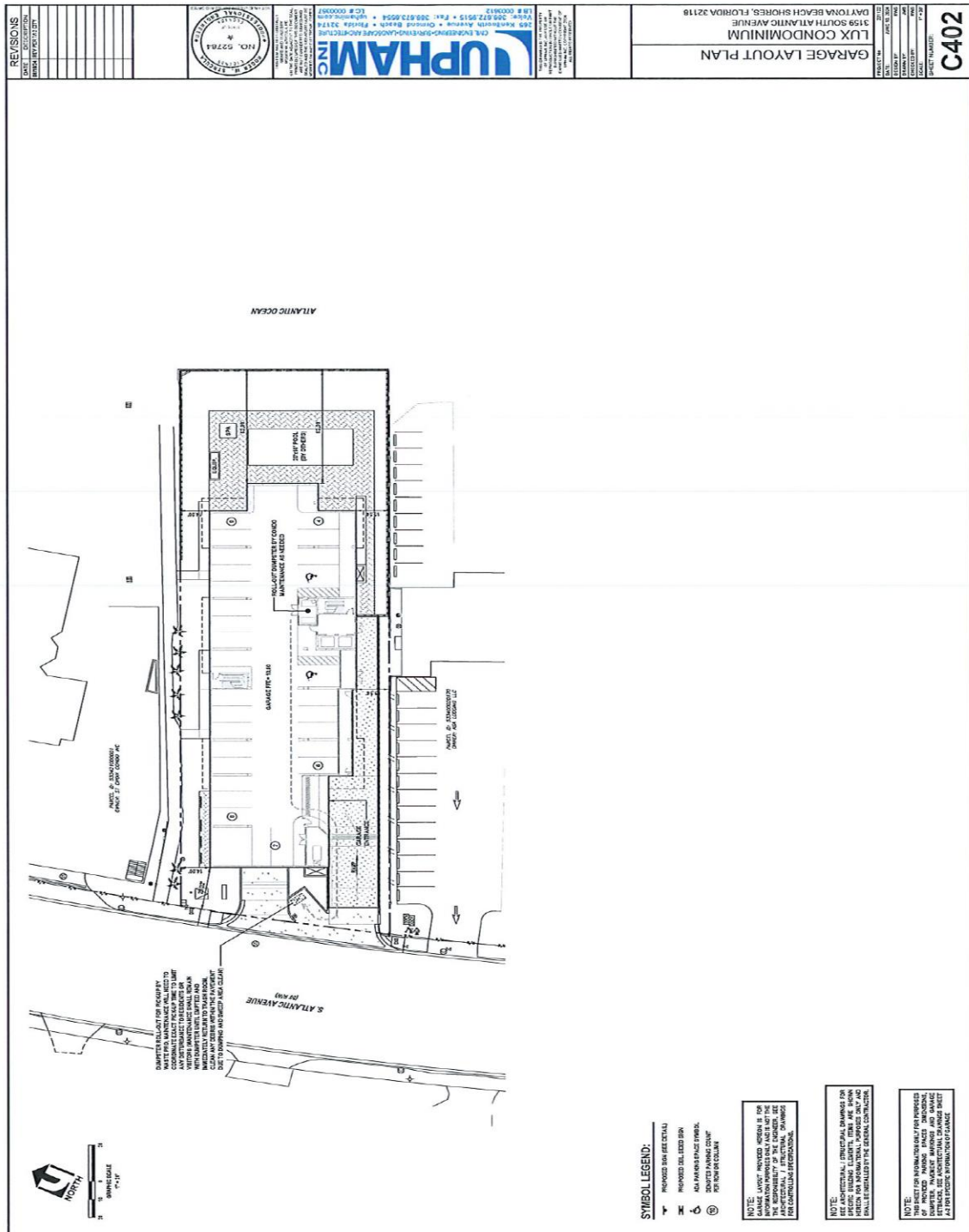


EXHIBIT C

Trip Generation Statement (Page 8 of 10)

9/30/24, 9:46 AM

itetripgen.org/query/PrintGraph2?code=221&ivlabel=UNITS221&timeperiod=AWDVTE&x=30&edition=685&locationCode=General ...

Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

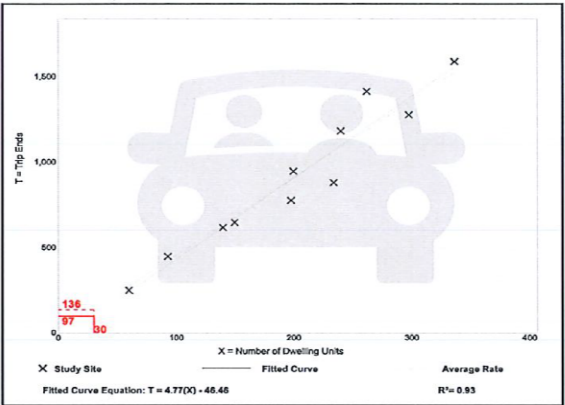
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 11
Avg. Num. of Dwelling Units: 201
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

Data Plot and Equation



<https://www.itetripgen.org/printGraph>

1/1

EXHIBIT C

Trip Generation Statement (Page 9 of 10)

9/30/24, 9:46 AM itetripngen.org/query/PrintGraph2?code=221&ivlabel=UNITS221&timeperiod=TASIDE&x=30&edition=685&locationCode=General Ur...

Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 30
Avg. Num. of Dwelling Units: 173
Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit		
Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

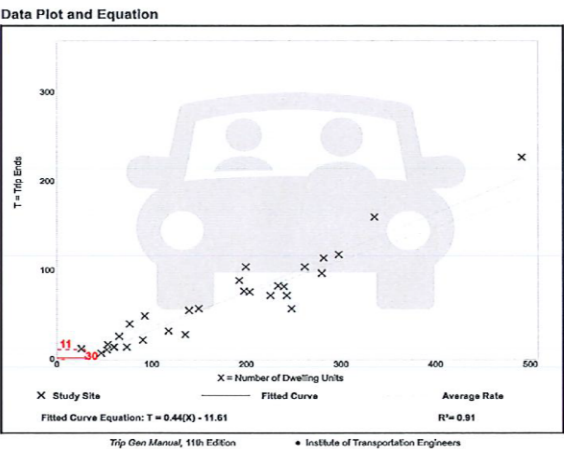


EXHIBIT C

Trip Generation Statement (Page 10 of 10)

9/30/24, 9:46 AM itetripngen.org/query/PrintGraph2?code=221&ivlabel=UNITS221&timeperiod=TPSIDE&x=30&edition=685&locationCode=General U...

Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 31
Avg. Num. of Dwelling Units: 169
Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation

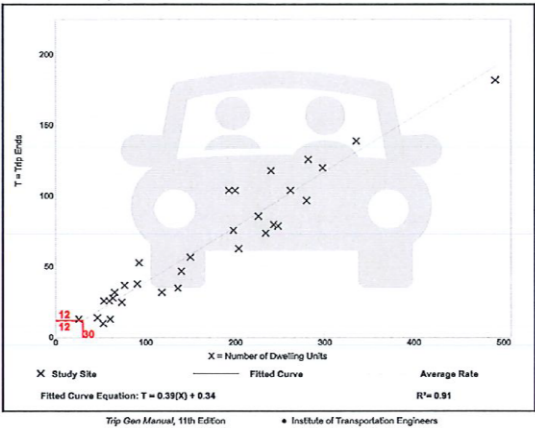


EXHIBIT D

Public Facilities Concurrency Findings

PART A

Table 1: Concurrency/Capacity Analysis (Theoretical Max.)

Development Variable	Current Use	Proposed Use	System Impact	Capacity Available
Residential Units	N/A	30	N/A	
Population	N/A	60	N/A	
Proposed Daily Trip Generation ¹	N/A	97	No adverse Impact	Yes
Sanitary Sewer (gallons/day) ²	N/A	7,500	Adequate capacity	Yes
Solid Waste (lbs./day) ³	N/A	600	Adequate capacity	Yes
Stormwater Drainage ⁴	N/A	On-site retention	No adverse impact	Yes
Potable Water (gallons/day) ⁵	N/A	6,600	Adequate capacity	Yes
Recreation ⁶	N/A	Varies	Adequate capacity	Yes
Public School Student(s) ⁷	N/A	5	Adequate capacity	Yes

Notes:

1. Transportation: Trip Generation Analysis by Chris J. Walsh, P.E., Walsh Traffic Engineering
2. Sanitary Sewer: 250 gallons per dwelling unit per day (*LDC*, Section 3-3.2.)
3. Solid Waste: 10 pounds per capita per day (*LDC*, Section 3-3.3.)
4. Stormwater Drainage: Stormwater Report created by Roger W. Strcula, P.E., Upham, Inc.
5. Potable Water: 110 gallons per capita per day (*LDC*, Section 3-3.5.)
6. Recreation: Varies by activity (*LDC*, Section 3-3.6.)
7. Public School Students: Concurrency determination by James Roberts, Technician, Volusia County Schools

PART B: FINDINGS OF CONCURRENCY

Per Part A above, the City finds the following:

1. The existing public facilities have the ability to accommodate the proposed development at the adopted level-of-service standards.
2. No public facility deficiency is required to be corrected prior to the completion of the proposed development.

EXHIBIT E

Landscape/Irrigation Review Checklist – July 12, 2024 (1 Page)

LANDSCAPING AND IRRIGATION REVIEW

Date: **July 12, 2024**

Name of Project: **LUX Condominium**

Project Number: **RSP12024020**

Address & Parcel #: **3159 S. Atlantic Avenue & 5334 0002 0110**

Owner's Name: **3159 South Atlantic, LLC**

Applicant: **Michael Sokmen**

Project Coordinator: **James R. Mack**

	Status	Date
Drawings Show Site Location & North Arrow:	OK	7-12-24
Lot Size: 30,209 sq ft	N/A	7-12-24
Land Area: 0.69 acre	N/A	7-12-24
Green Area – Min Req 10% , Shown 24.1%	OK	7-12-24
Trees – Min # Req: 17 , # Shown: 42	OK	7-12-24
Tree Mixture Req: 2 , # Shown: 5	OK	7-12-24
Specimen Trees – No: X Yes ☐ Protected ☐	OK	7-12-24
Drawings Meet/Exceed City's Tree Ordinance	OK	7-12-24
Parking Area Landscaping		
Min Req: Exempt per <i>LDC</i> , Sec 14-46.5.6, Option 4	OK	7-12-24
Terminal/Interior Islands: see exemption above	OK	7-12-24
Lot Perimeter Landscaping	OK	7-12-24
Plants – Salt Tolerance Rating		
High: 517 Moderate: 70 Slight: 2 (shrubs)	OK	7-12-24
Provisions For Irrigation	OK	7-12-24

Remarks: Planting salt intolerant trees is prohibited; shrub salt intolerance is less defined.

LANDSCAPING/IRRIGATION PLAN REVIEWED BY:

<u>Gwyn Herstein</u>	<u>10-8-24</u>
Gwyn Herstein, City Planner	Date
<u>Stewart Cruz</u>	<u>10-8-24</u>
Stewart Cruz, AICP, Community Services Director	Date

LANDSCAPING/IRRIGATION PLAN APPROVED BY PLANNING & ZONING BOARD:

With Modifications Indicated: _____ Without Modifications: _____

Print Name: _____

Date

EXHIBIT F

Development Review Checklist – October 8, 2024 (Page 1 of 2)



SITE DEVELOPMENT PLAN REVIEW

Date: **October 25, 2024**

DBS City Commission Meeting: **November 12, 2024**

Name Of Project: **LUX Condominium**

Project Number: **RSP12024020**

Address & Parcel #: **3159 S. Atlantic Avenue & 5334 0002 0110**

Owners Name: **3159 South Atlantic, LLC**

Applicant: **Michael Sokmen**

Project Coordinator: **James R. Mack**

	Status	Date
Statement of Ownership & Control:	OK	10-1-24
Proposed Address: 3159 S. Atlantic Ave.	OK	10-1-24
Zoning Classification: T-RMF-1	OK	10-1-24
Future Land Use Classification: High Intensity Use	OK	10-1-24
Use – Existing: N/A Proposed: Multi-Family Res.	OK	10-1-24
Lot Size and Area: 30,209 sq ft and 0.69 acres	OK	10-1-24
Min. Width: 50 ft Shown: 101 ft	OK	10-1-24
Min. Sq. Ft: N/A Shown: N/A (small lot)	N/A	10-1-24
Density – Based on Usable Land		
Units Per Acre Allowed: 60 Shown: 43	OK	10-1-24
Max # Units: 41 # Units Shown: 30	OK	10-1-24
Setbacks – Direction		
Front (west) Required: 20 ft Shown: 23.32 ft	OK	10-1-24
Side (north) Required: 14 ft Shown: 14 ft	OK	10-1-24
Rear (east) Required: 50 ft Shown: 73.09 ft	OK	10-1-24
Side (south) Required: 14 ft Shown: 15.5 ft	OK	10-1-24
Lot Coverage – Max: N/A	N/A	10-1-24
Green Area – Min: 10% Shown: 24.1%	OK	10-1-24
Building Height – Max: 65 ft Shown: 65 ft	OK	10-1-24
Building Width – Max: N/A	N/A	10-1-24
Breezeway – Min: N/A	N/A	10-1-24
Landscaping and Irrigation Plan (see attached)	OK	10-1-24
Sidewalks Provided: N/A	N/A	10-1-24
Balcony Overhangs	OK	10-1-24
Parking Spaces – Required: 45 Shown: 45	OK	10-1-24
Parking Stalls – meet minimum dimensions?	OK	10-25-24
Handicap Parking / ADA access	OK	10-1-24
Curb Cuts – Allowed: 2 Shown: 2	OK	10-1-24
Visual Obstructions? (corner lots only)	N/A	10-1-24
Driveway Ramps – Slope Allowed: 18% Shown: 18%	OK	10-1-24
Profile of Garage Ramp with Degree of Slope Shown	OK	10-1-24
Off Street Loading Spaces – Required: 1 Shown: 1	OK	10-1-24

EXHIBIT F

Development Review Checklist – October 8, 2024 (Page 2 of 2)

Off Street Dumpster Loading	OK	10-1-24
Elevations	OK	10-1-24
Fences, Walls and Hedges	OK	10-1-24
Accessory Structures	N/A	10-1-24
Location of Utilities	OK	10-1-24
Location of Proposed Signs	OK	10-1-24
Location of Easements	N/A	10-1-24
Boundary Changes	N/A	10-1-24
Nonconformities formed on adjacent properties?	N/A	10-1-24
Sea Turtle Lighting Requirement Letter Received	OK	10-1-24
Beaches and Dunes Requirement Letter Received	OK	10-1-24
Special Flood Hazard Area	N/A	10-1-24
Location of Construction Parking for Duration of Project	OK	10-1-24
Utility Easement Identified on Plan	N/A	10-1-24
Utility Easement Document Received	N/A	10-1-24
Requisite Permit Applications Received	OK	10-1-24
Reviewed and Approved by Fire Division	OK	10-25-24
Potable Water Availability Letter Received	OK	10-25-24
Sewer Capacity Letter Received	OK	10-1-24
Stormwater Maintenance Agreement Received	OK	10-1-24
Stormwater Pollution Prevention BMP	OK	10-1-24
Beach and Dune Assessment Report Received	OK	10-1-24
Sewer Availability Confirmed by Concurrency Manager	OK	10-1-24
Solid Waste Removal Letter Received	N/A	10-1-24
Stormwater Drawings Approved	OK	10-1-24
School Concurrency	OK	10-1-24
Transportation Impact Analysis/Study Submitted	OK	10-1-24
De Minimis Impacts Recorded	OK	10-1-24
Transportation Improvements Needed (PFShare)?	OK	10-1-24
Concurrency Certification Received	OK	10-1-24
Recommended for Approval by Planning and Zoning Board*		10-14-24

REMARKS: *All recommended conditions of the Planning and Zoning Board have been met as of 10-25-24 (**Exhibit G**)

SITE DEVELOPMENT PLAN REVIEWED BY:

Gwyn Herstein 10-25-24
Gwyn Herstein, City Planner Date

Stewart Cruz 10-31-24
Stewart Cruz, AICP, Community Services Director Date

SITE DEVELOPMENT PLAN APPROVED BY CITY COMMISSION:

With Modifications Indicated: _____ Without Modifications: _____

Mayor Nancy Miller Date

EXHIBIT G

Planning and Zoning Board Required Conditions

All conditions have been met by the applicant since the
October 14, 2024, Planning and Zoning Board meeting.

CONDITIONS FOR APPROVAL OF REGULAR SITE PLAN RSP1202420

Date: October 25, 2024

Name Of Project: LUX Condominium
Project Number: RSP12024020
Address / Parcel #: 3159 S. Atlantic Avenue, Daytona Beach Shores, FL / 5334 0002 0110
Owner's Name: 3159 South Atlantic, LLC
Applicant: Michael Sokmen
Project Coordinator: James R. Mack

Status: **ALL CONDITIONS LISTED BELOW HAVE BEEN MET**

1. **Requested condition #1:** Vehicle and pedestrian safety at the western side of the lower garage shall be addressed. Elements shall be added which communicate and eliminate hazards created between vehicles entering the garage, vehicles leaving parking spaces at the western end of the garage, and pedestrians entering and leaving that area.

Resolution: Plan Page C402, updated and resubmitted October 25, 2024, was amended to include a convex mirror for improved visibility of vehicles and pedestrians by drivers entering the lower garage, a 24-inch painted stop bar and 48-inch painted "STOP," and two 24-inch by 24-inch signs urging caution to pedestrians and vehicles exiting garage.

2. **Requested condition #2:** A letter from the City of Port Orange confirming both the compatibility of this project with the City of Port Orange's Master Facilities Plan and confirming that adequate potable water is available to meet fire flow requirements at project completion – a Water Supply Analysis shall be submitted to the City of Daytona Beach Shores. Alternatively, two separate letters may be provided stating the above.

Resolution: A letter signed by Gregg Marino of the Engineering Department for the City of Port Orange was submitted October 16, 2024, confirming the compatibility and availability described above.

3. **Requested condition #3:** An acceptable and passing hydrant flow test shall be submitted to the City of Daytona Beach Shores.

Resolution: Plan Page C600, updated and resubmitted October 25, 2024, shows acceptable and passing Hydrant Flow Test data for a test performed October 24, 2024.

Page 1 of 1

EXHIBIT H

Evidence of Public Notice Requirements Met (1 of 3 Pages)

AFFIDAVIT OF COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS CITY OF DAYTONA BEACH SHORES, FLORIDA

I, the undersigned, hereby certify that I have published a legal ad and posted the property which is the subject of an application for a public hearing pursuant to the Land Development Code of the City of Daytona Beach Shores, Florida, a notice containing the time, date and purpose of the public hearing and address of the subject property. The legal ad was published and the public hearing poster was posted at least ten (10) days prior to the meeting date and a copy of that legal ad and a picture of the public hearing poster are attached. This legal ad was approved by the City prior to being sent.

Case Number: RSP12024020 Hearing Dates: 10/14 and 10/22, 2024

Typed/Printed Name: Deborah D. LaCroix

Signature (sign after reading):

Address: Cobb Cole, One Daytona Boulevard, Suite 600, Daytona Beach, FL 32114

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4th day of October 2024, by Deborah D. LaCroix, who is personally known to me.



NOTARY PUBLIC – STATE OF FLORIDA



NAME OF NOTARY – TYPED OR PRINTED

COMMISSION

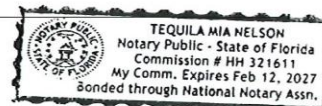


EXHIBIT H

Evidence of Public Notice Requirements Met (2 of 3 Pages)

Govt Public Notices

express and to reject any, or all
submitted to the best interest of the
School District.

Address submitted to:

Honey Vander Schoot, Planning
Education
Florida & Business Services
230 Olson Drive
Daytona Beach, Florida 32114

The School Board of Volusia County,
Daytona Beach, Florida
Mrs. Jamie M. Hymel, Chairman
L31165537 10/29/24 11

Public Notices

NOTICE OF PUBLIC HEARING
The owner of the property located
at the southeast corner of Duhalde
Avenue and S. Atlantic Avenue,
in Daytona Beach Shores, FL,
(Volusia County Parcel ID Nos.
43070500018 and 43070500020)
has submitted an application to the
City of Daytona Beach Shores for
a Special Exception which would
allow for the temporary use of the
property for construction trailer and
storage during the construction of
LIV Condominiums approved under
Regular Use Plan RUP1902033.
Copies of the proposed plans regard-
ing the temporary use are avail-
able for inspection with the City of
Daytona Beach Shores. The permis-
sor of the property will be secured
with a fence with opaque screen-
ing and palm trees planted around
the property.

The City will hold public hearings to
consider the application submitted
by Ross Cole, by Robert A. Merrill
III, Esquire, on behalf of T&S311,
LLC, Owner of the subject property.

The Planning and Zoning Board will
hold a Public Hearing on October
12, 2024, beginning at 8:30 a.m.
Thereafter, the Daytona Beach
Shores City Commission will hold a
Public Hearing on October 22, 2024
beginning at 6:00 p.m. All meetings
will be held in the City Commission
Chambers in the Community Center
located at 3005 Ballantray Drive,
Daytona Beach Shores. If it will be
necessary to reschedule any public
meeting to a later date, it will be
your responsibility to obtain the
time, date and place of the resched-
uled meeting.

All interested parties may appear
at these public hearings and will be
given an opportunity to be heard.
All interested parties are invited to
appear at these public hearings and
submit oral or written objections or
comments. The application is avail-
able for public review or copying at
the City of Daytona Beach Shores,
Community Services Department,
Planning Division, 230 S. Atlantic
Avenue, Daytona Beach Shores,
Florida. In accordance with the
Americans Disabilities Act (ADA),
persons needing special accom-
modations to participate in the
proceedings should contact the City
Clerk's Office no later than five days
prior to the hearing. For more
information, please contact the City
Planner at 235-743-5374.

October 2, 2024
LOTB0147658

NOTICE OF PUBLIC HEARING
The owner of the property located at
3117 S. Atlantic Avenue, in Daytona
Beach Shores, FL, (Volusia County
Parcel ID No. 33140500110) has
submitted an application to the City
of Daytona Beach Shores for a Site
Development Plan which would
allow for the construction of a 30
unit, three residential multi-family
condominium building with attached
and underground parking, pool
deck and recreational areas within
a 31.7-acre parcel.

The City will hold public hearings
to consider the application submit-
ted by Gordon Lee, by Roger W.
Strevco, P.E., C.E.S.T., on behalf of
3117 South Atlantic, LLC, Owner of
the subject property.

The Planning and Zoning Board will
hold a Public Hearing on October
12, 2024, beginning at 8:30 a.m.
Thereafter, the Daytona Beach
Shores City Commission will hold a
Public Hearing on October 22, 2024
beginning at 6:00 p.m. All meetings
will be held in the City Commission
Chambers in the Community Center
located at 3005 Ballantray Drive,
Daytona Beach Shores. If it will be
necessary to reschedule any public
meeting to a later date, it will be
your responsibility to obtain the
time, date and place of the resched-
uled meeting.

All interested parties may appear
at these public hearings and will be
given an opportunity to be heard.
All interested parties are invited to
appear at these public hearings and
submit oral or written objections or
comments. The application is avail-
able for public review or copying at
the City of Daytona Beach Shores,
Community Services Department,
Planning Division, 230 S. Atlantic
Avenue, Daytona Beach Shores,
Florida. In accordance with the
Americans Disabilities Act (ADA),
persons needing special accom-
modations to participate in the
proceedings should contact the City
Clerk's Office no later than five days
prior to the hearing. For more
information, please contact the City
Planner at 235-743-5374.

October 2, 2024
LOTB0147658

EXHIBIT H

Evidence of Public Notice Requirements Met (3 of 3 Pages)





City of Daytona Beach Shores

Building & Codes Division
Department of Community Services
Telephone: (386) 763-5377
Fax (386) 763-5370

SPR#: _____
FEE _____
Amt: _____
Reviewed By: _____
Date: _____

SITE PLAN REVIEW APPLICATION

289217
RECEIVED

AUG 16 2024

BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

Project

Name: LUX Condos, a Condominium

Project Location (Address): 3159 S. Atlantic Avenue, Daytona Beach Shores, FL 32118

Parcel #/ #'s: #533400020110

Property Owner's Name: 3159 South Atlantic, LLC

(If Applicant is not owner, attach authorization affidavit)

Applicant/Developer Name: 3159 South Atlantic, LLC

Mailing Address: P.O. Box 238082, Port Orange, FL 32123

Phone: 386.492.6167

Fax: 302.485.0472

Project Coordinator: James R. Mack

Mailing Address: 517 Fox Hunt Circle, Longwood, FL 32750

Phone: 407-415-6000

Fax: 407-878-0800

APPLICATION TYPE:

- ☐ Conceptual Plan Review
- ☐ Administrative Site Plan Review (Projects must be 5000 sq. ft. GFA or Less)
- ☒ Regular Site Plan Review (Projects must be greater than 5000 sq. ft. GFA)
- ☐ Follow up review of previously submitted site plan/ and or amendments to site plan
- ☐ Site Plan Extension

Proposed Use: Multi Family

Property Size (Acres & Square Footage): .8329

Proposed GFA (Gross Floor Area) of project: 97,134 inclusive of all floors, deck, garage and balconies

Submitted By: Michael Sokmen

Date: 6/4/24

No applications, drawings, etc. will be accepted until all application fees are paid.

#1

**3159 SOUTH ATLANTIC, LLC
LUX CONDOS, A CONDOMINIUM
P.O. BOX 238082
PORT ORANGE, FL 32123**

6/4/24

Mr. Stewart Cruz
City Planner
City of Daytona Beach Shores
Department of Community Services

**RE: LUX Condos, A Condominium Project Description
3159 S. Atlantic Avenue, Daytona Beach Shores, FL 32118**

Dear Stewart,

We are looking to develop a 7 story, 30-unit condominium on the property located at 3159 S. Atlantic Avenue, Daytona Beach Shores, FL 32118.

The first floor will be a common area and amenities. Floors 2 through 7 will have 5 units per floor. Four units to have 3 bedrooms, 2.5 bath and one unit in the center of each floor to be 2 bedrooms, 2 bath.

Sincerely,



Michael Sokmen, Manager
3159 South Atlantic, LLC
E-mail - flassociates@yahoo.com
Office - #386.492.6167
Fax - #302.485.0472
Cell - #203.243.5611

**LIMITED LIABILITY COMPANY AGREEMENT
FOR
3159 South Atlantic, LLC**

RECEIVED
JUN 17 2024
BUILDING AND CODES DIVISION
CITY OF DAYTONA BEACH SHORES

This Limited Liability Company Agreement (hereinafter referred to as the "Agreement") is made on this 23rd day of November, 2022, to be effective as of the day of filing the Certificate of Formation with the Delaware Secretary of State, by and between Michael Sokmen (hereinafter referred to as the "Member") and 3159 South Atlantic, LLC, a Delaware limited liability company (hereinafter referred to as "Company").

PREAMBLE

A. Whereas, the parties to this Agreement desire to form a limited liability company for the purpose hereinafter set forth; and

B. Whereas, by entering into this Agreement the parties desire to provide for (i) the purpose for which the Company is formed; (ii) the division of the Company's net profits and net losses; (iii) the restrictions on the disposition of Company property and Company interests; (iv) the management of the Company's business, (v) the duration of the Company's existence; and (vi) various other matters relating to the Company.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained in this Agreement, the parties hereto, intending to be legally bound hereby, agree to become members of a limited liability company under the laws of the State of Delaware in accordance with the following terms and conditions:

ARTICLE I. FORMATION AND PURPOSE

1.1 Governing Law and Government Filings. The Company shall be formed in accordance with and shall be governed by the Delaware Limited Liability Company Act, (hereinafter referred to as the "Act"), except to the extent that the Act permits variation by agreement of the parties and this Agreement provides for such variations. On or after the execution of this Agreement, the Members shall cause a Certificate of Formation that complies with the requirements of the Act to be properly filed with the Office of the Secretary of State for the State of Delaware (hereinafter referred to as the "Certificate") and shall execute such further documents and take such further action as is necessary or appropriate from time to time to comply with the requirements for the formation and operation of a limited liability company in the State of Delaware and in all other jurisdictions where the Company conducts its business.

1.2 Name. The name of the Company shall be 3159 South Atlantic, LLC.

1.3 Purpose of the Company. The purpose and business of the Company shall be to engage in any lawful business activity agreed to by the Voting Members (as herein defined) and to conduct such other activities as may be necessary

or appropriate to promote the business of the Company. The Company may exercise all the powers and privileges either granted or limited under the Act.

1.4 Registered Office; Registered Agent. The name of the registered agent for service of process on the Company in the State of Delaware is Agents and Corporations, Inc. The address of the registered agent of the Company and the address of the registered office of the Company in the State of Delaware is 1201 Orange Street, Suite 600, City of Wilmington, County of New Castle, and State of Delaware.

1.5 Principal Place of Business. The Company's principal place of business shall be located at P.O. Box 238082, Port Orange FL 32123, or at such other place as the Members may select from time to time.

1.6 Expenses of Formation. The Company shall bear the expenses incident to its formation. Each Member shall bear his own personal expenses, if any, incurred in connection with his decision to enter into this Agreement.

ARTICLE II. TERM

2.1 Term. The term of the Company shall commence on the effective date of the filing of the Certificate with the Office of the Secretary of State of the State of Delaware and shall be perpetual.

ARTICLE III. CAPITAL CONTRIBUTIONS AND COMPANY INTERESTS

3.1 Company Capital. The capital of the Company shall be the aggregate sum of the capital contributions made by the Members to the Company in the manner provided for in this Agreement. Each Member shall own a share of the total capital of the Company in proportion to that Member's Company interest.

3.2 Initial Capital Contribution. The initial capital contribution of the Members to the Company shall be as follows:

<u>Name of Members</u>	<u>Amount of Contribution</u>
Michael Sokmen	\$1,000

TOTAL: \$1,000

3.3 Payment of Contributions. Each Member's capital contribution shall be made by delivering it to the Company within the thirty (30) day period immediately following the execution of this Agreement by that Member.

3.4 Company Interest. For purposes of this Agreement, the term "Company interest" shall mean each Member's share of the Company's net profits and net losses, the right to receive distributions of Company property and the rights, powers and liabilities of a Member as defined and described in the Act and this Agreement. The nature of a Company interest shall be personal property for all purposes.

3.5 Percentage of Company Voting Interests. The Company interest of the Members shall be represented by a total of One Thousand (1,000) Company Units, divided as follows: Five Hundred (500) Company Voting Units (hereinafter referred to as the "Voting Units") and Five Hundred (500) Company Non-Voting Units (hereinafter referred to as the "Nonvoting Units"). With respect to Voting Units of the Company, each Voting Member shall be entitled to one vote per Voting Unit owned by such Member. The Nonvoting Units shall have no voting rights attached to them, and each member holding the Nonvoting Units shall not be entitled to vote any Nonvoting Units on any Company matter, unless otherwise provided herein. Each Member's initial Company interest shall be equal to the number of Units set forth below:

<u>Name of Members</u>	<u>No. of Voting Units</u>
Michael Sokmen	

TOTAL: 500

<u>Name of Members</u>	<u>No. of Nonvoting Units</u>
Michael Sokmen	500

TOTAL: 1,000

Each Member's Company interest at any given time shall be calculated on the basis of the number of Units owned by that Member to the total number of Units owned by all of the Members. Members holding any number of Voting Units greater than zero (0) are hereinafter referred to as the "Voting Members" and Members holding only Nonvoting Units, and no Voting Units, are hereinafter referred to as the "Nonvoting Members".

3.6 Form of Contributions. Unless specified otherwise in this Agreement, all capital contributions made by a Member to the Company shall be made in the form of cash. No capital contributions shall be made by a Member to the Company in property other than cash, unless specifically agreed to in writing by a majority in interest of the Voting Members, which writing shall: (a) identify the property to be contributed; (b) state the fair market value of the property on the date of contribution; (c) state the amount and nature of all liabilities secured by the property and the extent, if any, to which the Company shall assume or take subject to any of those liabilities; and (d) state the adjusted basis of the property for federal income tax purposes in the hands of the contributing Member immediately prior to its contribution. The Members hereby consent to the contribution by them of the property identified in Paragraph 3.2 of this Agreement.

3.7 Additional Capital Contributions. No Member shall be required to make any further or additional capital contributions to the Company, except as required by the Act or this Agreement. No Member shall have the right to make additional capital contributions to the Company, except with the prior written consent of a majority in interest of the Voting Members.

3.8 Withdrawal of Capital Contributions. No Member shall have the right to withdraw or reduce such Member's capital contributions to the Company, except with the prior written consent of a majority in interest of the Voting Members. No Member shall have the right to demand and receive any distribution from the Company in any form other than cash. No Member shall be entitled to receive any interest on his capital contributions to the Company.

3.9 Use of Contributions. The aggregate of all capital contributions made by the Members to the Company shall be available to the Company to carry out the purposes of the Company.

3.10 Ownership of Property. All Company property, whether real or personal, tangible or intangible, shall be owned by the Company. No Member shall have any interest in any specific Company property.

3.11 No Right of Partition. Each Member waives any right he may have to cause Company property to be partitioned or otherwise divided among the Members, or to file a complaint or institute any proceeding at law or equity to cause Company property to be partitioned or otherwise divided among the Members.

3.12 Composition of Capital Accounts. The Company shall establish and maintain a separate capital account for each Member in accordance with applicable federal tax laws. Each Member's capital account shall be determined and maintained as follows:

a. Contributions, Income and Gains. Each Member's capital account shall be increased by: (1) the amount of money contributed by that Member; (2) the fair market value at the time of contribution of all property other than money contributed by that Member, reduced by any liabilities secured by that property which are assumed or taken subject to by the Company; and (3) that Member's share of Company income and gains, including income and gains which are exempt from or not recognized for federal income tax purposes, as computed for book purposes; and

b. Distributions, Deductions and Losses. Each Member's capital account shall be decreased by: (1) the amount of money distributed to that Member; (2) the fair market value at the time of distribution of all property other than money distributed to that Member, reduced by any liabilities secured by that property which are assumed or taken subject to by that Member; and (3) that Member's share of Company losses and deductions, including Company expenditures which are not deductible or capitalizable for federal income tax purposes, as computed for book purposes.

3.13 Transferee's Capital Account. In the event of a permitted transfer of a Company interest as provided in this Agreement, the capital account of the transferor shall become the capital account of the transferee to the extent it relates to the transferred Company interest.

3.14 Compliance with Applicable Federal Tax Laws. The manner in which the capital accounts of the Members are to be maintained pursuant to this Article III of this Agreement is intended to comply with the requirements of all applicable federal tax laws. If in the opinion of all of a majority in interest of the Voting Members the manner in which capital accounts are to be maintained pursuant to this Article III of this Agreement should be modified in order to comply with the applicable federal tax laws, then notwithstanding anything contained in this Agreement to the contrary, the Voting Members shall alter the method in which the capital accounts are maintained and amend this Agreement to reflect any such change in the manner in which capital accounts are maintained; provided, however, that any change in the manner of maintaining capital accounts shall not materially alter the economic agreement between the Members.

ARTICLE IV. ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocation of Company Items. All items of income, gain, loss, deduction or credit of the Company shall be allocated among the Members in proportion to their Company interests; provided, however, that for federal income tax purposes such items of income, gain, loss and deduction or credit with respect to property contributed by a Member to the Company shall be allocated between the Members so as to take account of the variation between the federal income tax basis of the property to the Company and its fair market value at the time of its contribution to the Company in accordance with applicable federal tax laws.

4.2 Priority Among Members. Unless specified otherwise in this Agreement, no Member shall have priority over any other Member with regard to the return of capital, the allocation of any Company items or the distribution of Company property.

4.3 Reallocation on Transfer. In the event that a Member's interest is transferred in accordance with the provisions of this Agreement, the allocations provided in this Article IV of this Agreement shall be further reallocated between the transferor and the transferee in the same ratio as the number of days each of them owned the Company interest during the fiscal year of the Company for which the allocation is being made, unless the books of the Company permit the allocation of items of income and expense to the periods of time before and after the transfer, in which case the latter allocation shall be made.

4.4 Distribution of Net Cash. Following the end of each fiscal year of the Company and the adjustment of the Member's capital accounts for that fiscal year, the Company may distribute the Net Cash of the Company to the Members. Distributions of Net Cash shall be made among the Members in proportion to their Company interests (without regard to whether such interest is a Voting Interest or Non-Voting Interest). The term "Net Cash" shall mean an amount which is equal to the net profits of the Company, plus the net proceeds from any refinancing of Company property, except that (a) depreciation of buildings, improvements, personal property and amortization of leasehold improvement, if applicable, shall not be considered a deduction, (b) payment of interest on and repayment of principal of, debts shall be considered a deduction, (c) any amounts expended on behalf of the Company for capital improvements

or new investments shall be considered a deduction, and (d) any reasonable reserve of capital created to provide funds to be invested in additional Company property, to provide funds for capital improvements for Company property, or to provide funds for any other contingency of the Company shall be considered a deduction.

4.5 Draws. With the prior written consent of a majority in interest of the Voting Members, at the beginning of each fiscal year, a periodic draw in anticipation of the distribution of Net Cash to that Member for that fiscal year may be established for one or more Members. Any amounts so withdrawn during the fiscal year shall be credited against any Net Cash distributable to that Member at the end of that fiscal year. To the extent such withdrawals exceed a Member's Net Cash distribution for the same fiscal year, the excess shall be a liability of that Member to the Company payable upon demand but without interest. A periodic drawing right once determined may be terminated by the consent of all of a majority in interest of the Voting Members at any time during the course of the Company's fiscal year if it appears unlikely that the Net Cash distributable to that Member for that fiscal year shall equal or exceed that Member's withdrawals.

ARTICLE V. COMPETITION

5.1 Any Member may engage in any other business, whether or not the same or similar to the business of the Company, and whether or not such other business is competitive with the Company with the written permission of a majority in interest of the other Members. Neither the Company nor the other Members shall have any rights in the income or profits of that business.

ARTICLE VI. TAX, FINANCIAL AND ACCOUNTING MATTERS

6.1 Fiscal Year and Accounting Method. The fiscal year of the Company for both accounting and income tax purposes shall be the calendar year, and for both accounting and income tax purposes the Company shall report its operations and profits and losses in accordance with the cash method of accounting, unless a different method of accounting is required by applicable federal tax laws.

6.2 Annual Tax Return and Financial Statements. The accountant for the Company shall prepare all required tax returns for the Company as of the end of each fiscal year, including the balance sheet and statement of income and expenses relating to such fiscal year, and a statement of each Member's distributive share of the items of income, gain, loss, deduction and credit of the Company for tax purposes for such fiscal year. The Company shall furnish each Member with a copy of each such tax return and statement within thirty (30) days after the Company files its tax returns for such fiscal year.

6.3 Tax and Accounting Matters. All elections with respect to the preparation and filing of the Company tax returns, the reporting of items of Company income, gain, loss, deduction and credit, and all other elections which the Company or Members are entitled to make with respect to Company matters, shall be made only by the Company. Michael Sokmen shall be the Tax Matters Member for the Company for income tax purposes. All decisions as to accounting matters shall be made in accordance

with generally accepted accounting principles applied on a basis consistent with prior periods.

6.4 Books and Records. The Company shall maintain a full and accurate set of books and records at its principal place of business. Each Member and his duly authorized representative shall have access to and may inspect and copy any such books and records at all reasonable times.

6.5 Bank Account. The Company shall open and maintain a bank account or bank accounts in the name of the Company at such bank or banks as of a majority in interest of the Voting Members may determine from time to time. All funds of the Company not otherwise invested shall be deposited in and withdrawn from such bank account(s) as a majority in interest of the Voting Members may determine. Any withdrawals from such bank account(s) shall require such signature or signatures as a majority in interest of the Voting Members may from time to time determine.

ARTICLE VII. MEMBERS

7.1 Management Authority of Members and Officers. A majority in interest of the Voting Members shall have the full and exclusive responsibility for the management of the Company, the operation of the business of the Company, and the performance of the duties described in this Article VII of this Agreement. The majority in interest of the Voting Members have delegated their power and authority to the following President, Secretary and/or Treasurer as officers of the Company, all of whom could be the same person and who could be a Member of the Company and will have the power and authority provided herein, unless otherwise specified by a majority in interest of the Voting Members:

President: Michael Sokmen

Secretary: Michael Sokmen

Treasurer: Michael Sokmen

a. President. The President shall be the chief executive officer of the Company, shall preside at all meetings of the Voting Members, shall have general and active management of the business of the Company, and shall execute bonds, mortgages, loans, leases and contracts for the Company, and is authorized to open and sign bank accounts and to authorize other officers or persons to open and sign such accounts. The President may also use the title Manager.

b. Secretary. The Secretary shall record all the proceedings of the meetings of the Members (or the Voting Members) and notice of all meetings of the Members (or the Voting Members) and shall perform such other duties as may be prescribed by the President, under whose supervision he shall be.

c. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other

valuable effects in the name and to the credit of the Company in such depositories as may be designated by the President. The Treasurer shall disburse the funds of the Company as may be ordered by the President taking proper vouchers for such disbursements, and shall render to the President an account of all his transactions as Treasurer and of the financial condition of the Company.

The foregoing officers shall serve until their respective successors are chosen by a majority in interest of the Voting Members, or until a majority in interest of the Voting Members remove one or more of the officers so that a majority in interest of the Voting Members may resume exercising the power and authority previously delegated to such officer or officers.

7.2 Duties of Loyalty and Care of Members. The Voting Members shall devote such time to the operations of the Company as they, in their sole discretion, deem to be reasonably required to conduct the Company business and to operate and manage the Company property in an efficient manner. The Voting Members shall use their best efforts to manage the business and affairs of the Company. The doing of any act or failure to do any act which may result in a loss to the Company, if done in good faith and in a manner reasonably believed to be in the best interest of the Company, shall not subject the Voting Members to any liability to the Company.

7.3 Powers of the Members. The Voting Members shall collectively, but not severally, have all of the powers of the Company and may exercise all of the rights and powers of a member under the Act. The prior written consent of a majority in interest of the Voting Members with respect to any item of business shall be the act and decision of the Company; and the phrase "approved by the Voting Members" as used in this Agreement shall mean such a decision and only such a decision. No Member shall have the right, privilege or power to perform any act on behalf of the Company, unless such act has been approved by a majority in interest of the Voting Members. Subject to the terms of this Agreement, a majority in interest of the Voting Members shall have and possess the same powers and rights as any member of a limited liability company under the Act, including, but not limited to, the power and right to:

- a. Manage the Company property, and enter into contracts with respect to such management, in whole or in part, by related or unrelated third parties;
- b. Execute such documents, certificates or instruments as they may deem necessary or appropriate for the Company's purpose;
- c. Sell, assign, convey, lease, mortgage or otherwise dispose of or deal with all or any part of the Company property, including, but not limited to, the power and right to utilize all or any part of the Company property as collateral for any indebtedness;
- d. Lend money to or borrow money from any person, including any Member;

e. Perform or cause to be performed all of the Company obligations under any agreement to which the Company is a party or by which it is bound;

f. Acquire property from any person, or employ or deal with any person. The fact that a Member is employed by or is directly or indirectly interested in, affiliated or connected with any such person shall not prohibit the Company from employing or otherwise dealing with such person;

g. Adjust, compromise, settle or refer to arbitration any claim against or in favor of the Company and to institute, prosecute or defend any legal proceedings relating to the business and property of the Company;

h. Enter into agreements with or employ such accountants and attorneys and contract for such other professional services as may be necessary and appropriate for the conduct of the Company's business; and

i. Do any and all of the foregoing upon such terms and conditions as they may deem proper, and to execute, acknowledge and deliver any and all instruments, certificates or documents in connection with any or all of the foregoing and to take such further action as they may deem necessary or appropriate in connection with the management and business of the Company.

7.4 Compensation for Members. The Members may be entitled to compensation for personal services rendered by them on behalf of the Company in their capacity as Members. For purposes of this Sub Article, reimbursement for out-of-pocket expenses shall not be construed as "compensation". The Members shall be fully reimbursed by the Company for all out-of-pocket expenses incurred by them on behalf of the Company.

7.5 Indemnification of Members. The Company shall appear, defend and indemnify each Member from any and all claims, losses, expenses, costs, fines, penalties, judgments or damages, including reasonable attorneys' fees, which that Member may incur by reason of any act or a failure to act with respect to the Company or in furtherance of its interest, if done in good faith and in a manner reasonably believed to be in the best interest of the Company.

7.6 Personal Liability of Members. No Member shall have any personal liability for the liabilities or obligations of the Company, except to the extent of the capital contributions made or required to be made by such Member to the Company in accordance with the terms of this Agreement.

ARTICLE VIII. ADMISSION , REMOVAL AND RESIGNATION OF MEMBERS

8.1 Initial Members. All persons having executed this Agreement as Members shall be admitted as Members without any further act on the part of the Company or the other Members.

8.2 Additional Members. Following the execution of this Agreement by the initial Members, persons acquiring a Company interest directly from the Company (whether the Company interests are being issued for the first time or being reissued as a result of a reacquisition by the Company) shall not be admitted as Members of the Company, except upon the written consent of a majority in interest of the Voting Members.

8.3 Successor Members. Any persons acquiring a Company interest by transfer from an existing Member shall not be admitted as a Member of the Company, except upon the written consent of a majority in interest of the Voting Members.

8.4 Preconditions to Admission. In no event shall a Member consent to the admission of any person as a Member of the Company, unless and until:

a. Such person agrees to execute this Agreement, as then amended, and such other instruments as may be required by the Act or which a majority in interest of the Voting Members deem necessary or appropriate to confirm and record such person's undertaking to be bound by the terms of this Agreement; and

b. Such person agrees to pay all the reasonable expenses, including attorney's fees, incurred by the Company in connection with the transfer, if any, and the admission of such person as a Member.

8.5 Assignee of a Member. If a person acquiring a Company interest is not admitted as a Member of the Company as provided in this Article VIII of this Agreement, then such person's interest in the Company shall be solely that of a rightful assignee of a Member as provided in the Act.

8.6 Resignation of Members. No Member shall resign from the Company prior to the dissolution and winding up of the Company, except upon the prior written consent of a majority in interest of the Voting Members. Any resigning Member transferring his Company interest in conformity with the transfer provisions of Article IX of this Agreement, whether to the Company, an existing Member or to a third party, shall be deemed to have resigned from the Company without violating this Agreement upon and to the extent of the transfer, whether or not the transferee is admitted as a Member of the Company, and shall be entitled to payment for all amounts due to such Member under this Agreement in the same manner as provided for in Article IX of this Agreement.

8.7 Payments to Wrongfully Resigning Member. In the event that a Member resigns from the Company in violation of this Agreement, any amounts due to that Member under this Agreement, subject to offset for any damages caused to the Company as a result of such wrongful resignation, shall be paid to that Member in the same manner as provided in Article IX of this Agreement, but only if and when such amounts can be paid without causing the Company's liabilities, including liabilities owed to Members other than the resigning Member, to exceed the value of the Company's assets and without causing the Company to be unable to meet its current debts and obligations as they come due after allowing for a reasonable reserve for capital needs and improvements, the acquisition of additional Company property or for any other contingency of the Company.

8.8 Removal of a Member. A majority in interest of the Voting Members by prior written consent may remove a Member with or without cause of the Company by purchasing or causing the Company to purchase all the Company Units owned by such Member for the purchase price on the terms and conditions provided in Sub Article 9.5 and 9.6 of this Agreement.

ARTICLE IX. TRANSFER OF COMPANY INTERESTS

9.1 Transfers Restricted. No Member shall transfer all or any part of his Company interest, except as provided in this Article IX of this Agreement. In the event that a Member or a transferee of a Member violates any of the provisions of this Article IX of this Agreement, such transfer shall be null and void and of no force or effect.

9.2 "Transfer" Defined. The term "transfer" shall mean and include any distribution, sale, transfer, assignment, gift, creation of an encumbrance, pledge, hypothecation, grant of a security interest, lien or other disposition, either with or without consideration, whether voluntary or involuntary, by operation of law or otherwise, including, without limitation, transfers incident to divorce or separation and all executions of legal process attaching to or affecting in any way the Company interest of a Member or a Member's beneficial interest therein. In addition to the foregoing, the following events shall be deemed transfers within the meaning of Article IX of this Agreement which shall be subject to the terms and conditions imposed upon transfers:

a. In the case of a Member who is a natural person, his death or the entry by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property;

b. In the case of a Member that is a trust, the termination of the trust;

c. In the case of a Member that is a partnership, the dissolution and commencement of winding up of the partnership;

d. In the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company; and

e. In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter.

9.3 Transfer Not an Event of Dissolution. Except as otherwise provided in Article X of this Agreement, the transfer by a Member of his Company interest shall not cause the dissolution or termination of the Company and the business of the Company may be continued thereafter by and for the benefit of the remaining Members.

9.4 Voluntary Transfer; Mandatory Offer to Company. No Member may voluntarily transfer all or any part of his Company interest, without first complying with the terms of this Sub Article:

a. Offer for Sale. Any Member desiring to transfer his Company interest (hereinafter referred to as the "Transferring Member") shall give written notice to the Company and all the other Members, stating his desire to dispose of some or all of his Company interest (hereinafter referred to as the "Company interest proposed for sale") and shall offer for sale the Company interest proposed for sale to the Company first and then to all the other Members as provided herein.

b. Acceptance of Offer. For a period of thirty (30) days after delivery of said written notice to the Company and all the Members, or until rejected by the Company, whichever occurs first, the Transferring Member may not transfer the Company interest proposed for sale to anyone other than the Company in accordance with the terms hereof. In the event the Company does not elect or rejects to purchase such Company interest within such thirty (30) day period, then all the Members shall be entitled to elect to purchase such Company interest either prorata among themselves or as they otherwise mutually agree in writing within fifteen (15) days thereafter. If the Company elects or subsequently the Members elect to purchase the Company interest proposed for sale, the Company or Members shall elect to do so by giving written notice of acceptance to the Transferring Member, within the aforesaid periods, and in the event of such election, such sale shall close at the Company's principal place of business within one hundred and twenty (120) days after the Transferring Member gave written notice to the Company as provided in Sub Article 9.4 (a) of this Agreement.

c. Purchase Price and Payment Terms. The purchase price for the Company interest proposed for sale pursuant to Sub Article 9.4(a) of this Agreement shall be determined in accordance with Sub Article 9.5 of this Agreement and the terms and conditions for the payment of such purchase price shall be determined in accordance with Sub Article 9.6 of this Agreement.

d. Right of First Refusal. In the event that the Company or Members do not elect to purchase the entire Company interest proposed for sale by the Transferring Member as provided in Sub Article 9.4(a) of this Agreement, the Transferring Member may thereupon solicit offers from any other person (hereinafter referred to as the "third party") to purchase the entire Company interest proposed for sale within sixty (60) days thereafter, subject to the Company's and Members' right of first refusal as set forth herein. No offer to purchase a Company interest proposed for sale shall be valid unless it is bona fide, in writing and signed by the third party and the Transferring Member (hereinafter referred to as the "third party offer"). In the event the Transferring Member obtains a third party offer to purchase the Company interest proposed for sale, the Transferring Member shall deliver the third party offer to the Company and all the Members and shall reoffer the Company interest proposed for sale to the Company and subsequently to all the Members on the same terms and conditions as contained in the third party offer. The offer to the Company and the Members and the acceptance of such offer by the Company or the Members shall be done as provided in Sub Article 9.4(b) of this Agreement. In the event the Company or the Members accepts the Transferring Member's offer to purchase the Company interest proposed for sale in accordance with the terms and conditions contained in the third party offer, then settlement on the purchase of the Company interest proposed for sale shall be held in accordance with the terms and conditions of the third party offer. If the Company or the Members do not

accept the third party offer, the Transferring Member shall be free to sell the Company interest proposed for sale to the third party, but only in accordance with the exact same terms and conditions set forth in the third party offer. In the event the aforesaid sixty (60) day period expires or any of the terms or conditions of the third party offer are changed either by the Transferring Member and/or the third party, the Company and all the Members shall again be offered the right to purchase the Company interest proposed for sale as aforesaid.

e. Purchase of Entire Interest. In no event shall the Transferring Member be required to transfer less than the entire Company interest proposed for sale to the Company and the Members under this Sub Article 9.4 of this Agreement; it being understood that the Company must purchase the entire Company interest proposed for sale or waive its rights under this Sub Article 9.4 of this Agreement.

9.5 Purchase Price. The purchase price for a Company interest proposed for sale in accordance with this Article IX of this Agreement shall be determined as follows:

a. Capital Account Value. The Transferring Member's capital account shall be valued as per the books of account of the Company as of the Valuation Date and there shall be added to or subtracted from such amount the Transferring Member's proportionate share of the Company's net profits or net losses for the period up to and including the Valuation Date.

b. Adjustments to Capital Account. The amount determined in Sub Article 9.5(a) of this Agreement shall then be adjusted up or down to reflect the Transferring Member's proportionate share of the difference between the fair market value of the Company's real property, stocks, securities and equity interests in other entities, if any, and the book value of such Company property on the Valuation Date. If the parties cannot agree with respect to the fair market value of such Company property, the matter shall be settled by arbitration in the manner provided in Sub Article 11.12 of this Agreement, with one (1) arbitrator to be selected by the Members other than the Transferring Member, one (1) arbitrator to be selected by the Transferring Member or his personal representative, as the case may be, and the third arbitrator, who shall be a person who is experienced in the appraisal of property of the kind being valued, shall be selected by the first two (2) arbitrators. The decision of the arbitrators as to the fair market value of such property shall be final and binding upon the parties. If the arbitrators cannot agree on the fair market value of such property, then the decision of the third arbitrator (i.e., the one selected by the first two (2) arbitrators) shall control.

c. Valuation Date. The term "Valuation Date" as used in this Sub Article 9.5 of this Agreement refers to the last day of the calendar month immediately preceding the date the Company interest proposed for sale is offered for sale by the Transferring Member to the Company and the Members as provided in Sub Article 9.4(a) of this Agreement.

d. Third Party Offer. Notwithstanding anything contained in this Sub Article 9.5 of this Agreement to the contrary, if the purchase of the Company interest proposed for sale is the result of an exercise of a right of first refusal by the

Company as provided in Sub Article 9.4(d) of this Agreement, then the purchase price shall be the price set forth in the third party offer.

9.6 Payment Terms and Conditions. The payment of the purchase price provided for in Sub Article 9.5 of this Agreement shall be paid by the Company to the Transferring Member as follows:

a. Cash Payment. Ten percent (10%) of the purchase price provided for in Sub Article 9.5 of this Agreement shall be paid in cash, certified check, attorneys' check or other immediately available funds on the settlement date.

b. Promissory Note. The balance of the purchase price provided for in Sub Article 9.5 of this Agreement shall be paid in the form of a promissory note for said sum (the "Promissory Note"), to be amortized with equal monthly payments of principal and interest over a term of five (5) years. The first payment on the Promissory Note shall be made on the first day of the second calendar month immediately following the settlement date, and payments of principal and interest shall continue on the first day of each calendar month thereafter for an additional fifty-nine (59) calendar months, when the entire unpaid balance of principal, together with all accrued and unpaid interest thereon, shall be fully due and payable. The interest to be paid on the Promissory Note shall be fixed at the lowest simple interest rate specified under Article 483 (or any successor Articles) of the Internal Revenue Code of 1986, as amended, required to be charged in order to avoid the imposition of "unstated interest". At the end of each calendar year during the term of the Promissory Note, the rate of interest to be paid on the Promissory Note shall be adjusted for the new calendar year to be fixed at the lowest simple interest rate specified under Article 483 (or any successor Articles) of the Internal Revenue Code of 1986, as amended, required to be charged in order to avoid the imposition of "unstated interest". All or any part of the Promissory Note may be prepaid at any time, and from time to time, without penalty.

c. Additional Provisions for Promissory Note. In addition to the provisions set forth in Sub Article 9.6(b) of this Agreement, the Promissory Note shall also provide for the following: (i) if the maker of the Promissory Note is the Company, a provision requiring the joint and several personal guaranty of all of the Members other than the Transferring Member; (ii) if the maker of the Promissory Note are the Members, a provision requiring the guaranty of the Company; (iii) a provision for the Confession of Judgment against the maker of the Promissory Note and the Guarantor(s); (iv) a provision requiring the payment of the entire unpaid principal balance of the Promissory Note, and all accrued and unpaid interest thereon, in the event there is a sale or exchange of substantially all of the Company property or substantially all of the Company interests of the Members, as the case may be; and (v) a provision requiring the payment of a five (5%) percent late penalty for any payment more than fifteen (15) days overdue.

d. Security for Promissory Note. The Promissory Note or the Guaranty, whichever is made by the Company, shall be secured by (i) a mortgage on the real property of the Company, if any, subordinate only to mortgage liens outstanding at the time of the purchase of the Company interest proposed for sale and/or (ii) a security interest in the personal property of the Company, if any, subordinate only to security interests outstanding at the time of the purchase of the Company interest proposed for

sale, as the case may be. The aforesaid mortgage lien and/or security interest shall be equal in priority to any lien previously placed on such property as a result of a prior purchase of a Company interest proposed for sale under this Agreement, except that the Company shall not be required to grant a mortgage lien and/or security interest to any Transferring Member if that would cause a default under any existing mortgage, loan agreement, or security agreement to which the Company is a party or promissory note of which the Company is the maker. The Company shall take all reasonable steps necessary to secure the approvals of all other parties to such instruments to permit it to mortgage its real property or grant a security interest in its personal property without causing a default under such instruments.

e. Third Party Offer. Notwithstanding anything contained in this Sub Article 9.6 of this Agreement to the contrary, if the purchase of the Company interest proposed for sale is the result of an exercise of a right of first refusal by the Company as provided in Sub Article 9.4(d) of this Agreement, then the terms for the payment of the purchase price shall be those set forth in the third party offer.

9.7 Involuntary Transfer; Option to Purchase by Company. In the event that a Member discontinues being employed by the Company, or Member's (hereinafter referred to as the "Transferring Member") interest is transferred other than as provided in Sub Article 9.4 of this Agreement (hereinafter referred to as the "Event of Transfer"), the Company shall have the option for a period of six (6) months after the date of the Event of Transfer to purchase all or any part of the Company interest owned at any time during such six (6) month period by the Transferring Member. In the event the Company does not elect to exercise its option within such six (6) month period, then all the Members shall be entitled to exercise such option either pro rata among themselves or as they otherwise mutually agree in writing within an additional six (6) month period. The purchase price for the Transferring Member's Company interest shall be determined in the same manner as set forth in Sub Article 9.5 of this Agreement, except that the "Valuation Date" shall be the last day of the calendar month immediately preceding the date the Company exercises its option or the Members exercise their option to purchase the Transferring Member's Company interest, and the terms and conditions for payment of this purchase price shall be determined in the same manner as set forth in Sub Article 9.6 of this Agreement.

9.8 Permitted Transfers. Notwithstanding anything contained in this Agreement to the contrary, a Member shall have the right to transfer all or any part of his Company interest to another Member or to a transferee that bears one of the following relationships to the transferring Member: a spouse, a lineal descendant, or a trust created for the exclusive benefit of the transferring Member, the transferring Member's spouse and/or the transferring Member's lineal descendant(s).

9.9 Percentage of Limitations or Transfers. Notwithstanding any other provision of this Agreement to the contrary, the Company shall not be required to recognize any transfer of a Company interest if the transfer, when considered with other transfers of Company interests made within the period of twelve (12) consecutive calendar months prior thereto, would constitute a sale or exchange of fifty percent (50%) or more of the total Company interest and result in the tax termination of the Company under Article 708(b) of the Internal Revenue Code of 1986, as amended.

9.10 Costs and Expenses of Transfer. The Transferring Member shall pay all costs and expenses incurred by the Company in connection with any transfer of a Company interest pursuant to this Article IX of this Agreement and/or another person's becoming a Member of the Company or an assignee of a Member of the Company, including, but not limited to, all filing, recording and publishing costs and reasonable attorneys' fees and disbursements.

ARTICLE X. DISSOLUTION AND TERMINATION

10.1 Waiver. Each Member waives and, to the extent that a Member cannot waive, agrees not to exercise any right under the Act or any other law to dissolve the Company, except as provided in this Agreement.

10.2 Events Causing Dissolution. The Company shall be dissolved upon the occurrence of the earliest of the following events:

a. By the written consent of a majority in interest of the Voting Members;

b. The death, insanity, retirement, resignation, removal, expulsion, bankruptcy or dissolution of a Voting Member or the occurrence of any other event which terminates the continued membership of a Voting Member in the Company, unless the business of the Company is continued by the written consent of a majority in interest of the remaining Voting Members within ninety (90) days following the occurrence of any such event; or

c. Upon the occurrence of any other event causing a dissolution under the Act or this Agreement.

10.3 Winding Up. Upon the dissolution of the Company, the last remaining Voting Member(s) or, if none, the personal representative of the last remaining Voting Member, shall conclude the business of the Company, wind up its affairs, distribute its assets in liquidation, and file all certificates or notices required by the Act to evidence such dissolution, liquidation and termination. Except as otherwise expressly provided for in the Act, all decisions pertaining to the dissolution of the Company shall be made in the same manner as decisions made in the ordinary course of the Company's business.

10.4 Termination. Upon the completion of the winding up of the Company's affairs, the Company shall file a Certificate of Cancellation with the Delaware Secretary of State.

10.5 Final Accounting; Deficit Capital Accounts. Upon the dissolution of the Company, a final accounting shall be made of the capital account of each Member, adjusted up or down to reflect each Member's proportionate share of the Company's net profit or net loss from the time of the last previous accounting to the date of the dissolution. In the event a Member has a deficit balance in his capital account at the time of the dissolution of the Company, that Member shall be required to contribute sufficient capital to the Company within thirty (30) days of the date of the dissolution of the Company to eliminate the deficit balance in his capital account.

10.6 Priority of Distributions. Distributions in liquidation of the Company shall be made in the following order:

- a. First, those owing to creditors of the Company, including Members who are creditors of the Company, and any foreseeable creditors within 10 years from the date of liquidation;
- b. Second, those owing to the Members other than for capital and profits;
- c. Third, those owing to the Members in respect of capital; and
- d. Fourth, those owing to the Members in respect of profits.

10.7 Payment of Claims. Upon the dissolution of the Company, the Company shall pay or make reasonable provisions to pay all claims and obligations of the Company, including all contingent, conditional or unmatured claims and obligations, known to the Company and all claims and obligations which are known to the Company, but for which the identity of the claimant is unknown. If the Company has sufficient assets, such claims and obligations shall be paid in full and any such provision for payment made shall be made in full. If there are insufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims and obligations of equal priority, ratably to the extent of the assets available therefore. Any remaining Company assets shall be distributed as provided in Sub Article 10.5 of this Agreement.

10.8 Distributions in Kind. No Member may demand or receive property other than cash in return for his contributions, loans or advances to the Company or upon distribution or dissolution from the Company as provided herein; provided, however, that in the event that all of the Voting Members at the time of dissolution so determine, it shall not be necessary to liquidate all of the property of the Company; but the property which shall not be required to be liquidated to satisfy the categories of distribution described in Sub Article 10.5 of this Agreement may be distributed in kind, including, but not limited to, undivided interests in such property, whether or not like property is distributed to each Member.

ARTICLE XI. GENERAL PROVISIONS

11.1 Notices. All notices, claims, instructions, requests, demands, consents, or other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given if and when sent by first class United States mail, registered or certified, postage prepaid, return receipt requested, addressed as follows:

If to the Company to:

If to Michael Sokmen to:

or to such other address as the person to whom notice is to be given may give notice in the manner set forth above.

11.2 Enforceability. The parties agree that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provisions of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, such provision of this Agreement shall be deemed amended to delete there from the portion thus adjudicated to be invalid, illegal or unenforceable, such deletion to apply only with respect to the operation of such provision of this Agreement in the particular jurisdiction in which such adjudication is made.

11.3 Descriptive Headings. The descriptive headings of the Sub Articles of this Agreement are inserted for convenience of reference only and shall not control or affect in any way the meaning, construction, or interpretation of this Agreement.

11.4 Governing Law. This Agreement has been executed in the State of Delaware and shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Delaware in all respects.

11.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

11.6 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect thereto. No representation, condition or understanding not expressed herein shall be binding upon the parties, unless subsequent to the date hereto and signed by all of the parties hereto. This Agreement may not be amended or modified except by a written instrument signed by a majority in interest of the Voting and Non-Voting Members.

11.7 Waiver of Breach. The waiver by any party hereto of a breach of any provision of this Agreement by another party hereto must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

11.8 Authorship. No questions of interpretation or construction concerning this Agreement shall be construed or interpreted for or against any party based on the consideration of authorship.

11.9 Time of the Essence. Time is of the essence of this Agreement.

11.10 Gender. When used in this Agreement, singular terms include the plural as appropriate in the context, and masculine terms include the feminine and neuter genders as appropriate in the context.

11.11 Agreement in Counterparts. This Agreement may be executed in several counterparts and, as executed, shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

11.12 Arbitration. Any dispute, claim, controversy arising out of or in connection with or relating to this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to and settled by three (3) arbitrators in the principal place of business, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, but not subject to its jurisdiction. The decision of the arbitrators shall be final and binding. Judgment may be entered in any court of record in the appropriate jurisdiction upon the decision of the arbitrators. The cost of the arbitration shall be shared equally by the parties to the arbitration. Each of the parties shall pay their own attorneys' fees incurred in connection with the arbitration.

11.13 Tax Status. The parties to this Agreement intend that the Company shall be classified as a sole proprietorship or partnership or as the form of entity elected on Internal Revenue Service Form 8832 or Form 2553, a copy of which is attached hereto, and for federal, state and local income tax purposes the parties agree that the provisions of this Agreement shall be construed and applied in a manner that will not impair the qualification of the Company as such form of entity under the applicable provisions of the Internal Revenue Code, or the laws of any state or local tax authorities.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement on the date hereinabove.

MEMBER:

Grace Williams

Witness -

M. Sokmen

Michael Sokmen

(SEAL)

COMPANY:

3159 South Atlantic, LLC

Grace Williams

Witness -

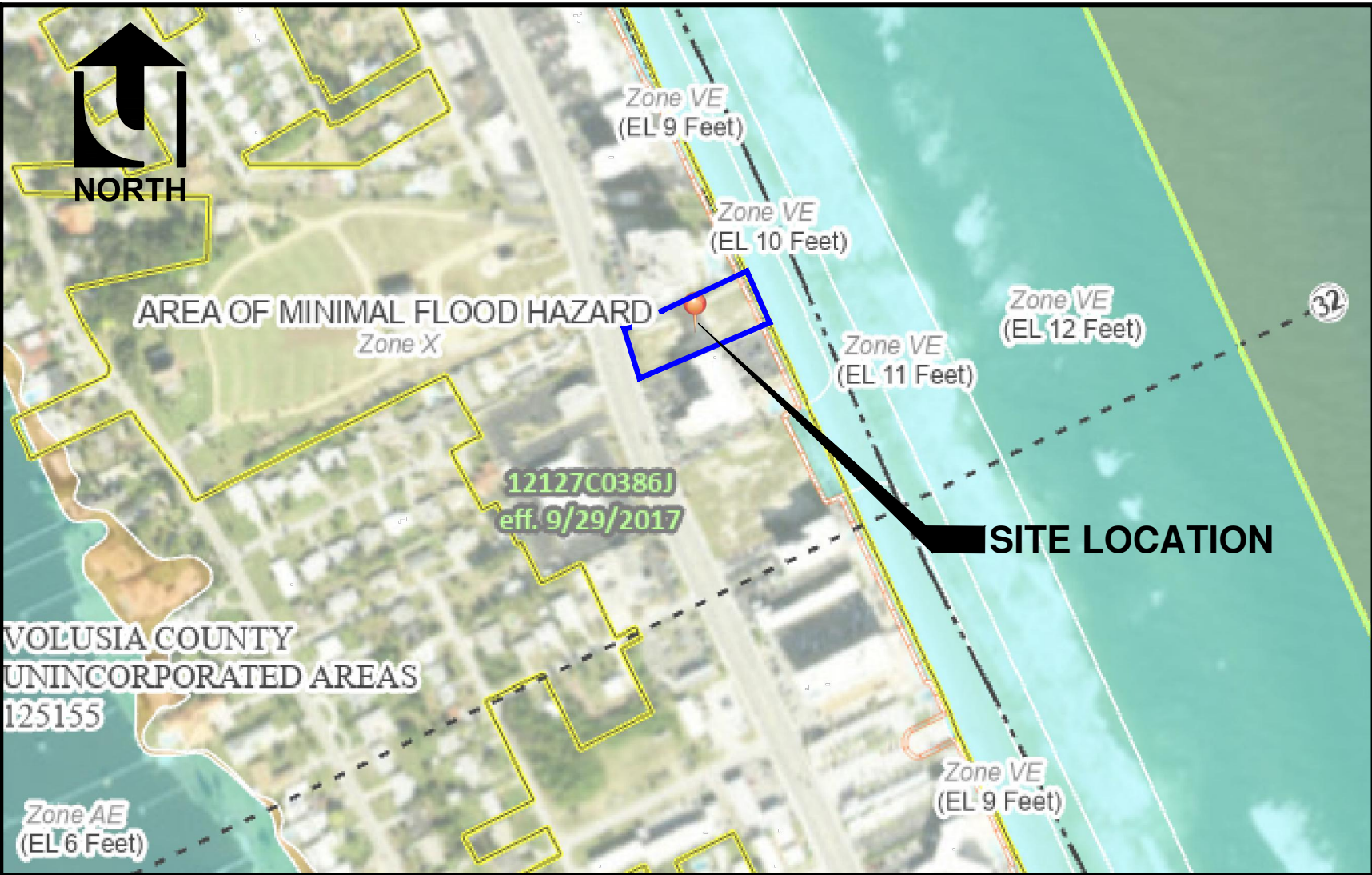
By:

M. Sokmen

(SEAL)

Michael Sokmen, Member

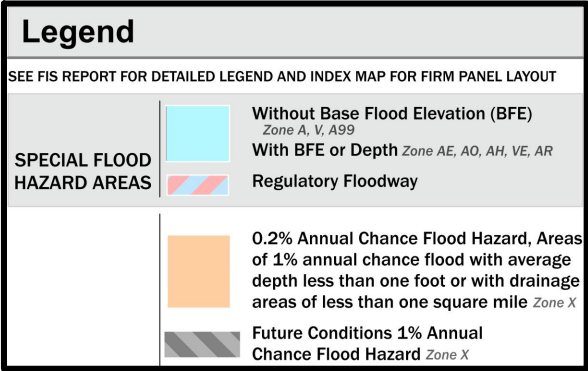
INDEX OF SHEETS		
SHEET #	DESCRIPTION	REVISIONS
C000	COVER SHEET	
C100	SITE DEVELOPMENT INFORMATION	
C200	EXISTING SITE CONDITIONS & CLEARING PLAN	
C201	FDOT TCP INDICES	
C300	EROSION & SEDIMENT CONTROL PLAN	
C301	EROSION CONTROL DETAILS & NOTES	
C302	STORMWATER POLLUTION PREVENTION PLAN	
C400	SITE GEOMETRY & LAYOUT PLAN	
C401	PAVEMENT MARKING & SIGNAGE PLAN	
C402	GARAGE LAYOUT PLAN	
C403	MISCELLANEOUS DETAILS & NOTES	
C500	SITE GRADING & DRAINAGE PLAN	
C501	SECTIONS, DETAILS & NOTES	
C600	SITE UTILITY PLAN	
C601	OFF-SITE UTILITY PLAN	
C700	MISCELLANEOUS UTILITY DETAILS AND NOTES	
C701	CITY OF PORT ORANGE STANDARD DETAILS & NOTES	
C702	CITY OF PORT ORANGE STANDARD DETAILS & NOTES	
L100	LANDSCAPE PLAN	
L200	IRRIGATION PLAN	
L300	LANDSCAPE - IRRIGATION DETAILS AND NOTES	
SU-1	BOUNDARY & TOPOGRAPHIC SURVEY (1 OF 4)	
SU-2	BOUNDARY & TOPOGRAPHIC SURVEY (2 OF 4)	
SU-3	BOUNDARY & TOPOGRAPHIC SURVEY (3 OF 4)	
SU-4	BOUNDARY & TOPOGRAPHIC SURVEY (4 OF 4)	



ALL SITE IMPROVEMENTS AND BUILDING ARE LOCATED WITHIN FLOOD ZONE "X"

FLOOD ZONE:
NOT TO SCALE

PANEL No. 12127C0386J



JURISDICTIONAL AGENCIES

CITY OF DAYTONA BEACH SHORES (DEVELOPMENT PERMIT)
VOLUSIA COUNTY (TURTLE LIGHTING)
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (CCCL)
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (10-2)
FLORIDA DEPARTMENT OF TRANSPORTATION (DRIVEWAY)
FLORIDA DEPARTMENT OF TRANSPORTATION (UTILITY)

PERMIT No.

12024020
-
-
0449816001EG
2024-A-591-00049
-

BEACH AND DUNE ASSESSMENT STATEMENT:

THERE IS NO EXISTING DUNE OR VEGETATED MATERIAL SYSTEM ADJACENT TO OR NEAR THE SITE LOCATION. THE MATERIAL SYSTEM WAS DESTROYED DUE TO THE 2022 HURRICANE EVENTS. THE EXISTING SEAWALLS ALONG THE SITE LOCATION WERE UNDERMINED AND DESTROYED. NEW SEAWALLS ARE BEING CONSTRUCTED BY THE LANDOWNERS TO PREVENT FUTURE FAILURES AND WAVE SCOUR. THE PROPOSED CONDOMINIUM AND POOL WILL BE CONSTRUCTED ON DEEP PILINGS FOR STRUCTURAL INTEGRITY.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

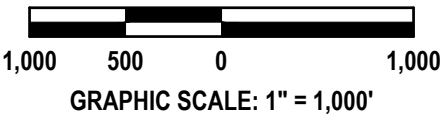
THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

CONSTRUCTION DRAWINGS FOR

LUX CONDOMINIUM

CONDOMINIUM DEVELOPMENT
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118
SECTION 35, TOWNSHIP 15 SOUTH, RANGE 33 EAST

JUNE 10, 2024
REVISED AUGUST 16, 2024
REVISED SEPTEMBER 30, 2024
REVISED OCTOBER 15, 2024
OUT TO BID OCTOBER 28, 2024



PROJECT DESCRIPTION:

A REDEVELOPMENT OF THE PARCEL FOR A PROPOSED 30 UNIT CONDOMINIUM WITH A POOL DECK, A PARKING GARAGE, AND AT GRADE PARKING SPACES WITHIN A 0.69 ACRE PARCEL PROVIDING A DENSITY OF 45 UNITS PER ACRE.

TRAFFIC IMPACT STATEMENT:

A TRIP GENERATION ANALYSIS WAS PERFORMED BY WALSH TRAFFIC ENGINEERING, DATED SEPTEMBER 30, 2024, FOR THE 30 UNIT PROPOSED CONDOMINIUM, ITE CODE 221. THE TOTAL DAILY TRIPS ARE 97 TRIPS. THE NET AM AND PM PEAK HOUR TRIPS ARE 11 AND 12 TRIPS RESPECTIVELY. THE DAILY TRIPS ARE LESS THAN 500 TRIPS PER SECTION 3-4.1 OF THE CITY LDC. THEREFORE A FORMAL TRAFFIC IMPACT STUDY IS NOT WARRANTED.

THE NET AM AND PM PEAK HOUR TRIPS ARE 11 (3 IN, 8 OUT) AND 12 (7 IN, 5 OUT), RESPECTIVELY. IT IS ESTIMATED THAT 50% OF THE TRIPS ARE TO/FROM THE NORTH ON SR A1A AND 50% TO/FROM THE SOUTH ON SR A1A. THIS EQUATES TO 2 NORTHBOUND RIGHTS AND 1 SOUTHBOUND LEFT IN THE AM PEAK HOUR. DURING THE PM PEAK HOUR, THERE WILL BE 4 NORTHBOUND RIGHTS AND 3 SOUTHBOUND LEFTS.

LEGAL DESCRIPTION:

THAT PORTION OF THE LUFBERRY TRACT, BEING A PART OF LOT 2, SECTION 34, AND LOT 1, SECTION 35, TOWNSHIP 15 SOUTH, RANGE 33 EAST, OF RECORD IN MAP BOOK 1, PAGE 115, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT IN THE EASTERLY LINE OF SOUTH ATLANTIC AVENUE, AN 80 FOOT STREET AS NOW LAID OUT, SAID POINT BEING A DISTANCE OF 300 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF RIO MAR BEACHES, OF RECORD IN MAP BOOK 6, PAGE 95, PUBLIC OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY AND PARALLEL TO SAID NORTH LINE OF RIO MAR BEACHES, A DISTANCE OF 392 FEET MORE OR LESS TO THE LAST APPARENT HIGH TIDE OF THE ATLANTIC OCEAN; THENCE NORTHERLY ALONG SAID LAST APPARENT HIGH TIDE OF THE ATLANTIC OCEAN, A DISTANCE OF 100 FEET MORE OR LESS, TO A POINT IN A LINE THAT IS 400 FEET NORTHERLY OF AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF RIO MAR BEACHES; THENCE GO WESTERLY AND PARALLEL TO SAID NORTH LINE OF RIO MAR BEACHES, A DISTANCE OF 380 FEET MORE OR LESS, TO THE AFORESAID EASTERLY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTHERLY ALONG SAID EAST LINE OF SOUTH ATLANTIC AVENUE, A DISTANCE OF 101 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 0.83 ACRES MORE OR LESS.
PARCEL ID: 5334-00-02-0110

DEVELOPMENT CONTACTS:

OWNER / DEVELOPER:
3159 SOUTH ATLANTIC LLC
P.O. BOX 238082
PORT ORANGE, FL 32123
MICHAEL SOKMEN, MANAGER
PHONE: 386.492.6167

ARCHITECT:
LARRY W. ROBINSON ARCHITECT
414 NORTH HALIFAX AVENUE
DAYTONA BEACH, FL 32118
LARRY W. ROBINSON, RA
PHONE: 386.252.0429

ENGINEER / SURVEYOR / LANDSCAPE:
UPHAM, INC.
265 KENILWORTH AVENUE
ORMOND BEACH, FL 32174
ROGER STRCULA, PE, CPESC
PHONE: 386.672.9515

GEOTECHNICAL:
ECS FLORIDA, LLC
2330 SOUTH NOVA ROAD, SUITE A
SOUTH DAYTONA, FL 32119
MAXIMILIAN KEMNITZ, PE
PHONE: 386.944.9588

UTILITY SERVICE PROVIDERS:

WATER:
CITY OF PORT ORANGE
1395 DUNLAWTON AVE
PORT ORANGE, FL 32129
PHONE: (386) 506-5750 ext. 4

ELECTRIC:
FLORIDA POWER AND LIGHT
3000 SPRUCE CREEK RD
PORT ORANGE, FL 32129
PHONE: (386) 322-3400

GAS:
PEOPLES GAS SYSTEM - TECO
1722 RIDGEWOOD AVE
DAYTONA BEACH, FL, 32117
PHONE: (386) 671-2232

SEWER:
CITY OF PORT ORANGE
1395 DUNLAWTON AVE
PORT ORANGE, FL, 32129
PHONE: (386) 506-5750 ext. 4

TELEPHONE:
AT&T
1195 BEVILLE RD
DAYTONA BEACH, FL, 32119
PHONE: (386) 257-7972

CABLE:
SPECTRUM
1315 CORNERSTONE BLVD
SUITE C
DAYTONA BEACH, FL, 32117
PHONE: (386) 788-4198

NOTE:
CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY OF PORT ORANGE AND THE CITY OF DAYTONA BEACH SHORES UTILITY DEPARTMENTS 2 WEEKS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO ANY MATERIALS BEING DELIVERED ON-SITE.



REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Roger W Strcula
Digitally signed by Roger W Strcula
Date: 2024.10.31 12:47:16 -04'00'



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UPHAM, INC.
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

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COVER SHEET
LUX CONDOMINIUM
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118

PROJECT No: 221122
DATE: MARCH 03, 2023
DESIGN BY: RWS
DRAWN BY: JMB
CHECKED BY: RWS
SCALE: VARIES
SHEET NUMBER:
C000

GENERAL CONSTRUCTION NOTES:

1. GOVERNING SPECIFICATIONS: CITY OF DAYTONA BEACH SHORES LAND DEVELOPMENT CODE, CITY OF PORT ORANGE STANDARD UTILITY CONSTRUCTION DETAILS AND SPECIFICATIONS, VOLUSIA COUNTY PUBLIC SERVICES, FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN AND CONSTRUCTION STANDARDS, LATEST EDITION, AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, LATEST EDITION, AND SUPPLEMENTS THERETO IF NOTED IN THE SPECIAL PROVISIONS FOR THIS PROJECT.

2. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF DAYTONA BEACH SHORES CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION.

3. THE CONTRACTOR SHALL PAY FOR AND OBTAIN A BUILDING PERMIT. THE ENGINEER WILL SCHEDULE THE PRECONSTRUCTION CONFERENCE BEFORE THE CONTRACTOR'S START OF WORK. THE CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT AT 386.763.5377 FOR INFORMATION ON ISSUANCE OF CITY PERMITS AND/ OR OTHER REQUIREMENTS.

4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE CONSTRUCTION DRAWINGS AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE CONSTRUCTION DRAWINGS.

6. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.

7. MEASURES SHALL BE IMPLEMENTED AT THE CONTRACTOR'S DISCRETION TO VISIBLY BARRICADE THE WORK AREA AND PROVIDE SAFE MEANS OF INGRESS AND EGRESS AROUND THE CONSTRUCTION SITE.

8. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED IMMEDIATELY AT THE COMPLETION OF CONSTRUCTION ACTIVITIES AND BE INSPECTED BY THE ENGINEER FOR ITS APPROVAL.

9. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.

10. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE COUNTY OR ENGINEER AT THE CONTRACTORS EXPENSE.
11. THERE SHALL BE NO DEVIATIONS FROM THESE DRAWINGS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.

12. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY- EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.

13. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.

14. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3 OR A-1-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL. NOT MORE THAN 12% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER, TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.

16. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.

17. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.

18. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

19. CORE TESTS SHALL BE TAKEN TO VERIFY THICKNESS AND SUBSURFACE COMPACTION. PROVIDE FOR THREE SAMPLES, RANDOMLY LOCATED. TEST FOR EXTRACTION, GRADATION, LABORATORY DENSITY, AND MARSHALL'S STABILITY. PROVIDE A CERTIFICATE FROM THE TESTING AGENCY THAT MATERIALS AND INSTALLATION COMPLY WITH SPECIFICATIONS, SIGNED BY THE ASPHALTIC CONCRETE PRODUCER AND CONTRACTOR. ALL COSTS OF TESTS SHALL BE PAID BY THE CONTRACTOR. IF TESTS SHOW THE INSTALLATION DOES NOT MEET SPECIFICATIONS, THE PAVING SHALL BE REMOVED, REPLACED, AND RETESTED.

20. IF ANY CLAY-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.

21. THE CONTRACTOR SHALL ADHERE TO THE RECOMMENDATIONS WITHIN THE GEOTECHNICAL REPORT FOR THE SITE AND BUILDING PREPARATIONS.

22. NO BURYING OF ANY ORGANIC OR CLAYEY MATERIALS ALLOWED WITHIN THE SITE BOUNDARY. THE CONTRACTOR SHALL EMPLOY A GEOTECHNICAL FIRM TO INSPECT AND MONITOR THE EARTHWORK AND MATERIALS TESTING.

23. THE CONTRACTOR SHALL ONLY UTILIZE A CITY OF DAYTONA BEACH SHORES APPROVED ROLL OFF DUMPSTER FROM ITS APPROVED LIST FOR CONSTRUCTION DEBRIS.

SITE DEVELOPMENT NOTES:

1. THE PARCEL HAS A FUTURE LAND USE OF THE PROPERTY IS "HIGH INTENSITY USE." THE EXISTING ZONING IS "HOTEL/MOTEL & MULTIFAMILY RESIDENTIAL DISTRICT" (T-RMF-1). THE PROPERTY IS CONSIDERED A "SMALL LOT" PER SEC. 14-29.2 OF THE DAYTONA BEACH SHORES, FL CODE OF ORDINANCES.

2. THE PARCEL IS UNDEVELOPED AND MAINLY SAND WITH HEAVY EROSION NEAR THE BEACH.

3. FLOOD PLAIN CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), MAP NUMBER 12127C0386J, COMMUNITY: VOLUSIA COUNTY, DATED: SEPTEMBER 29, 2017. THE PROPERTY IS IN FLOOD ZONE "X" AND ZONE "VE" WITH A BASE FLOOD ELEVATION OF 9.

4. DEVELOPMENT INFORMATION:

SITE COVERAGE	AREA (SF)	AREA (AC)	%
CONDOMINIUM & PARKING DECK	13,638	0.31	45.1
CONCRETE APRON, WALKS, & WALLS	9,303	0.21	30.8
GREEN AREA	7,268	0.17	24.1
PROJECT AREA (R/W TO SEAWALL)	30,209	0.69	100.0
TOTAL IMPERVIOUS AREA	22,941	0.52	75.9

5. DENSITY = 30 DWELLING UNITS / 0.69 AC = 43.5 DU/AC < MAX DENSITY = 60 DU/AC

6. PARKING TABULATION

	REQUIRED	PROVIDED
MULTI-FAMILY	- 1.5 SPACES PER UNITS	(30 UNITS x 1.5) = 45 SPACES
		PARKING DECK = 16 SPACES (15 + 1 ADA)
		GARAGE SPACES = 29 SPACE (27 + 2 ADA)
		TOTAL PARKING = 45 SPACES

7. BUILDING SETBACKS

	REQUIRED		PROVIDED	
	BUILDING	GARAGE	BUILDING	GARAGE
FRONT (S ATLANTIC AVE)	20 FEET	10 FEET	72.87 FEET	28.32 FEET
SIDE (NORTH)	14 FEET	14 FEET	14.00 FEET	14.00 FEET
SIDE (SOUTH)	14 FEET	14 FEET	15.54 FEET	15.54 FEET
REAR (CSBL/SEAWALL)	50 FEET	50 FEET	73.09 FEET	62.09 FEET

8. BUILDING HEIGHT MAXIMUM = 65 FEET
PROPOSED BUILDINGS CONSIST OF (1) 6-STY CONDOMINIUM BLDG.

9. THE POTABLE WATER UTILITIES WILL BE PROVIDED BY THE CITY OF PORT ORANGE AND WASTEWATER UTILITIES WILL BE PROVIDED BY THE CITY OF PORT ORANGE. THE INTERIOR WATER MAIN WILL BE PRIVATELY OWNED AND MAINTAINED. THE INTERIOR WASTEWATER MAIN AND LIFT STATION WILL BE PRIVATELY OWNED AND MAINTAINED. ALL INTERIOR PAVED SURFACES, CURBS AND SIDEWALKS WILL BE PRIVATELY OWNED AND MAINTAINED. THE DRAINAGE STRUCTURES AND PIPING WILL BE PRIVATELY OWNED AND MAINTAINED.

10. RECLAIM WATER IS NOT AVAILABLE. IRRIGATION WILL BE PROVIDED BY PRIVATE WELL.

11. EXISTING SITE INFORMATION PER BOUNDARY AND TOPOGRAPHIC SURVEY PERFORMED BY UPHAM INC., PROJECT No. 230211, DATED MARCH 31, 2023.

12. SOLID WASTE AND RECYCLABLE MATERIAL WILL BE CONTAINED WITHIN SOLID WASTE COMPACTOR, WITHIN THE GARAGE AND HAULED TO THE STAGING AREA FOR COLLECTION ON SITE AND COLLECTED BY WASTE MANAGEMENT, INC.

LEGEND:

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

	EXISTING ELEVATION (SOFT)		EXISTING CAP OR PLUG
	EXISTING ELEVATION (HARD)		EXISTING CLEAN OUT
	EXISTING FIRE HYDRANT		EXISTING CONDUIT RISER/ MARKER
	PROPOSED FIRE HYDRANT		EXISTING ELECTRIC METER
	EXISTING FLOW DIRECTION		EXISTING EASEMENT
	PROPOSED FLOW DIRECTION		EXISTING OVERHEAD ELECTRIC CABLE
	EXISTING GAS METER		EXISTING UNDERGROUND ELECTRIC CONDUIT/CABLE
	EXISTING GAS VALVE		EXISTING UNDERGROUND FIBER OPTIC CABLE
	EXISTING GUY WIRE & ANCHOR PIN		EXISTING FORCE MAIN (# INDICATES SIZE)
	EXISTING MAIL BOX		EXISTING GAS MAIN (# INDICATES SIZE)
	EXISTING MANHOLE (UNKNOWN)		EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
	PROPOSED MANHOLE		EXISTING SANITARY SEWER (# INDICATES SIZE)
	EXISTING SANITARY SEWER CLEANOUT		EXISTING WATER MAIN (# INDICATES SIZE)
	EXISTING SANITARY SEWER MANHOLE		EXISTING UNDERGROUND TELEPHONE CABLE
	EXISTING ROAD SIGNS AND POSTS		EXISTING UNDERGROUND TELEVISION CABLE
	PROPOSED SIGN AND POST		EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
	EXISTING TEE		PROPOSED SANITARY SEWER (# INDICATES SIZE)
	EXISTING UTILITY POLE		PROPOSED WATER MAIN (# INDICATES SIZE)
	EXISTING VALVE IRRIGATION		EXISTING TOP OF DITCH BANK
	EXISTING VALVE WATER		EXISTING BOTTOM OF DITCH BANK
	PROPOSED WATER VALVE		EXISTING WOOD FENCE
	EXISTING WATER METER		EXISTING WIRE OR CHAIN LINK FENCE
	EXISTING STORM SEWER WITH INLET		PROPOSED WIRE OR CHAIN LINK FENCE
	PROPOSED STORM SEWER WITH INLET		PROPOSED SEDIMENT FENCE
	PROPOSED SITE LIGHT POLES AND FIXTURES		PROPOSED VISI-BARRIER
	PROPOSED BACTERIOLOGICAL TEST POINT		EXISTING CONTOUR
	FOUND IRON ROD AND CAP (AS NOTED)		PROPOSED CONTOUR (SOFT)
	FOUND CONCRETE MONUMENT (AS NOTED)		PROPOSED CONTOUR (HARD)

FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD CONSTRUCTION 2023-2024 AND QUALIFIED PRODUCTS LIST

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
570-001	PERMANENT EROSION CONTROL	102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES
425-021	CURB INLET TOPS - TYPE 5 AND 6	102-613	MULTI-LANE, WORK WITHIN THE TRAVEL WAY - MEDIAN OR OUTSIDE LANE
425-052	DITCH BOTTOM INLET TYPES C, D, E AND H	102-660	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS
520-001	CURB AND GUTTER	700-101	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
522-022	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS		
350-001	CONCRETE PAVEMENT JOINTS		
522-001	CONCRETE SIDEWALK	711-001	PAVEMENT MARKINGS

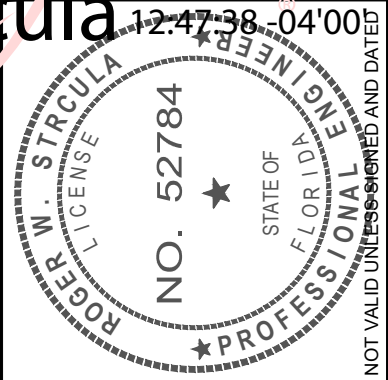
ABBREVIATIONS:

A/C	AIR CONDITIONING	FH	FIRE HYDRANT	No.	NUMBER
AC	ACRES	FL	FLORIDA	NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
ALTA	AMERICAN LAND TITLE ASSOCIATION	FM	FORCE MAIN	ORB	OFFICIAL RECORD BOOK
ADA	AMERICAN DISABILITY ACT	FPD	FEET PER DAY	(P)	REFERS TO PLAT OF RECORD
AWWA	AMERICAN WATER WORKS ASSOCIATION	FP&L	FLORIDA POWER & LIGHT	PC	POINT OF CURVE
BLDG	BUILDING	FWS	FLUSH WITH SIDEWALK	PCC	POINT OF COMPOUND CURVE
BTM	BOTTOM	GNSS	GLOBAL NAVIGATION SATELLITE	PCP	PERMANENT CONTROL POINT
(C)	CALCULATED		SYSTEM	PG(S)	PAGE(S)
CA	CENTRAL ANGLE	GW	GROUND WATER	POC	POINT ON CURVE
CH	CHORD LENGTH	HDPE	HIGH DENSITY POLYETHYLENE PIPE	PRC	POINT OF REVERSE CURVE
CHB	CHORD BEARING	ID	IDENTIFICATION	PRM	PERMANENT REFERENCE MONUMENT
CMP	CORRUGATED METAL PIPE	INV	INVERT ELEVATION	PSI	POUNDS PER SQUARE INCH
CPP	CORRUGATED PLASTIC PIPE	K _h	HORIZONTAL PERMEABILITY	PSM	PROFESSIONAL SURVEYOR AND MAPPER
CONC	CONCRETE	K _v	VERTICAL PERMEABILITY	PT	POINT OF TANGENCY
CR	COUNTY ROAD	KO	KNOCK OUT	PVC	POLYVINYL CHLORIDE
(D)	DESCRIPTION OR DEED	L	LENGTH	R	RADIUS
DIP	DUCTILE IRON PIPE	LB	LICENSED BUSINESS	RCP	REINFORCED CONCRETE PIPE
FD	FOUND	LC	LICENSED CORPORATION	RLS	REGISTERED LAND SURVEYOR
EL	ELEVATION	LF	LINEAL FEET	R/W	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT	LLC	LIMITED LIABILITY COMPANY	SF	SQUARE FEET
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE	LS	LICENSED SURVEYOR	SHW	SEASONAL HIGH WATER
		(M)	FIELD MEASURED	SR	STATE ROAD
ESMT	EASEMENT	MB	MAP BOOK	STY	STORY
FAC	FLORIDA ADMINISTRATIVE CODE	MES	MITERED-END SECTION	SP	STATE PLANE
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	MJ	MECHANICAL JOINT	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FDNR	FLORIDA DEPARTMENT OF NATURAL RESOURCES	MPH	MILES PER HOUR	TELECOM	TELECOMMUNICATIONS
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	N/A	NOT APPLICABLE	TOP	TOP OF PIPE
		NIC	NOT IN CONTRACT	TYP	TYPICAL
FFE	FINISH FLOOR ELEVATION	NAD83	NORTH AMERICAN DATUM OF 1983	US	UNITED STATES
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	USACOE	UNITED STATES ARMY CORP OF ENGINEERS
FIRM	FLOOD INSURANCE RATE MAP	NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	VCP	VITRIFIED CLAY PIPE

REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Roger W Strcula
Digitally signed by Roger W Strcula
Date: 2024.10.31 12:47:38 -04'00'



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SITE DEVELOPMENT INFORMATION

LUX CONDOMINIUM
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No:	221122
DATE:	JUNE 10, 2024
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	N/A
SHEET NUMBER:	

C100

NOTES:

1. L = Taper Length
B = Buffer Length
X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", channelizing device spacing values.

2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.

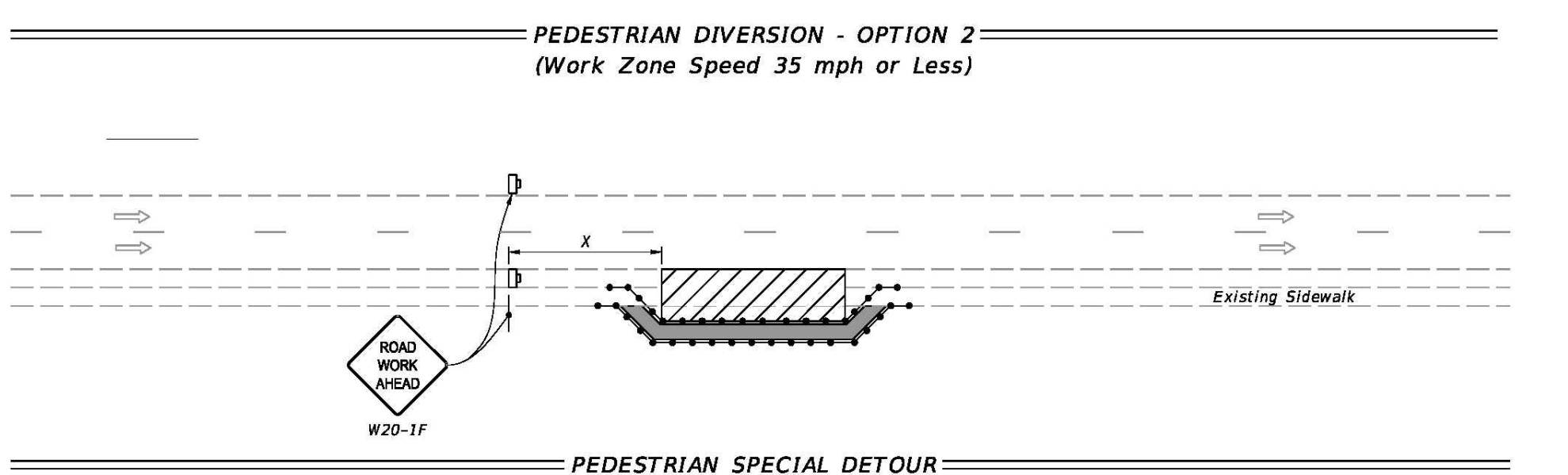
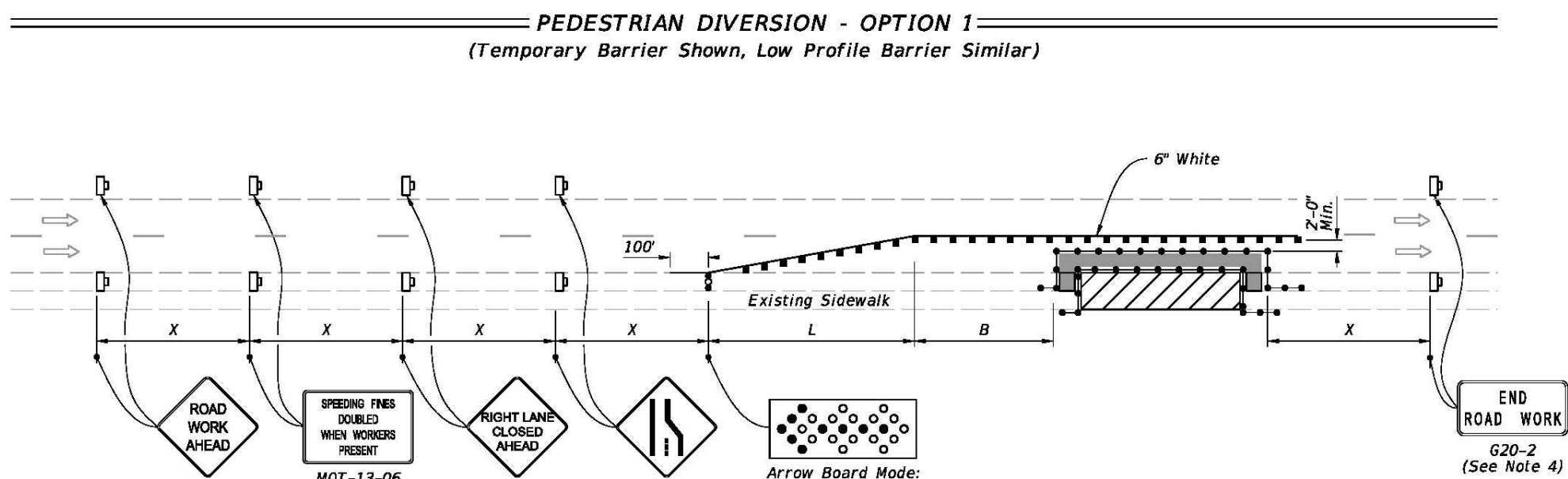
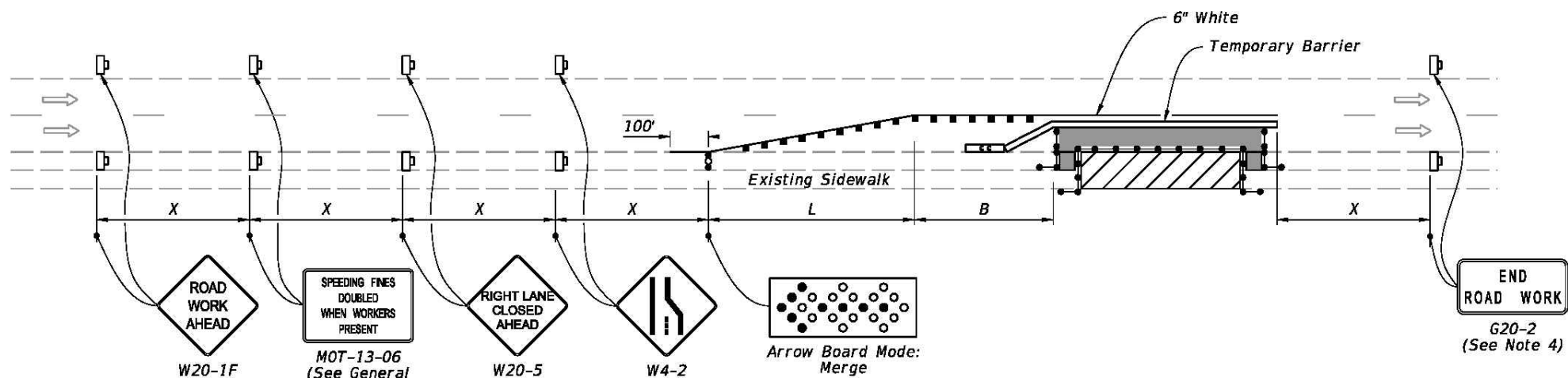
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.

4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.

5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic

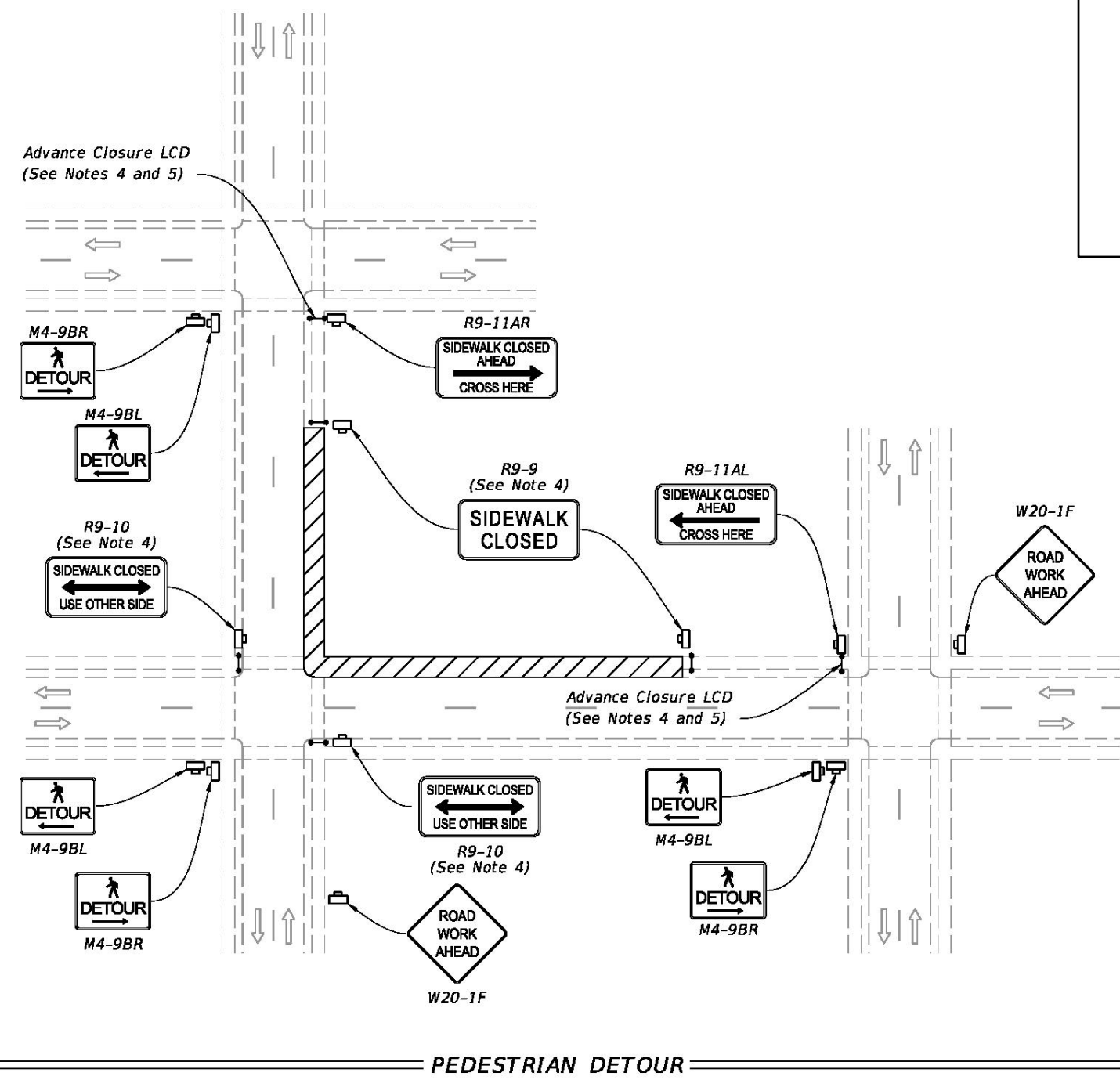


NOTES:

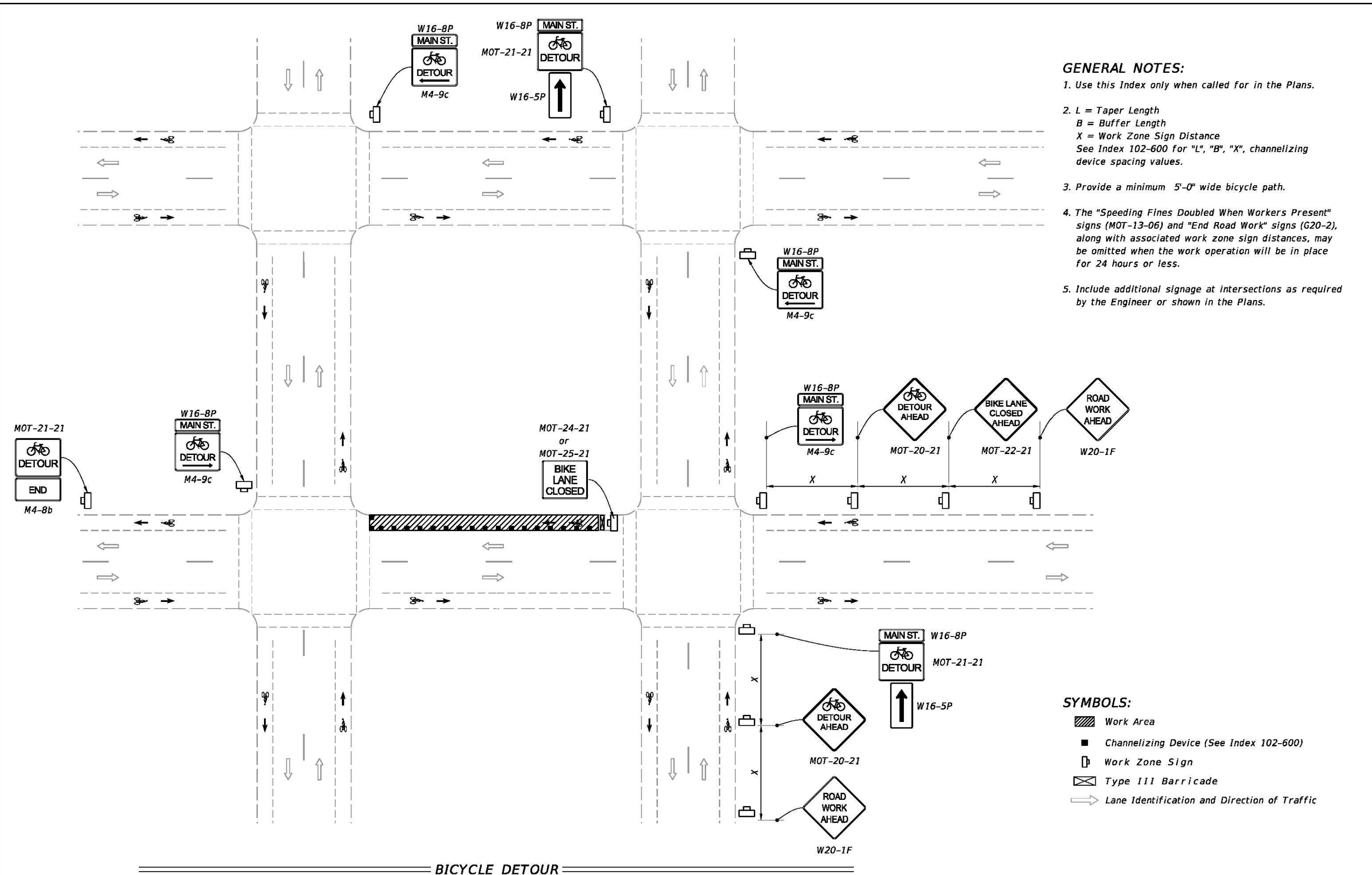
- Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
- Place pedestrian LCDs across the full width of the closed sidewalk.
- For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
- "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
- Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic



LAST REVISION	DESCRIPTION:	INDEX	SHEET	LAST REVISION	DESCRIPTION:	INDEX	SHEET
11/01/21	REVISION	102-660	2 of 2	11/01/20	REVISION	102-660	1 of 2



GENERAL NOTES:

- Use this Index only when called for in the Plans.
- L = Taper Length
B = Buffer Length
X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", channelizing device spacing values.
- Provide a minimum 5'-0" wide bicycle path.
- The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
- Include additional signage at intersections as required by the Engineer or shown in the Plans.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type 111 Barricade
- Lane Identification and Direction of Traffic

NOTES:

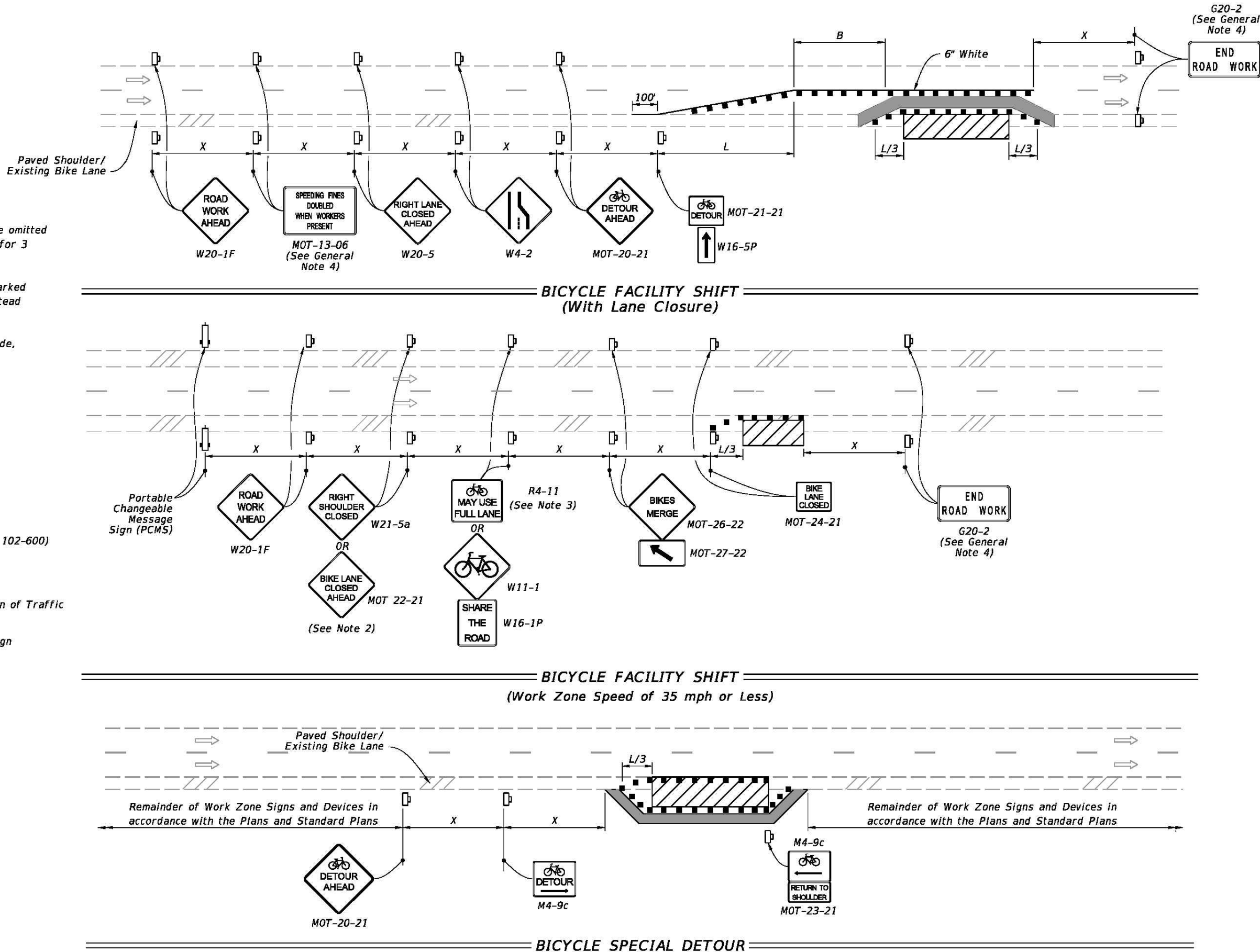
- Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
- If the Closed Bicycle Facility is a marked bicycle lane, use sign MOT 22-21 instead of sign W21-5a.
- If the travel lane is less than 14' wide, use sign R4-11.

SYMBOLS:

- Work Area
- Temporary Bicycle Way
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Arrow Board
- Lane Identification and Direction of Traffic
- (1) PCMS=Portable Changeable (Variable) Message Sign

TYPICAL PCMS DISPLAY:

Message 1: BIKE FACILITY CLOSED
Message 2: BICYCLES ON ROAD



LAST REVISION	DESCRIPTION:	INDEX	SHEET	LAST REVISION	DESCRIPTION:	INDEX	SHEET
11/01/21	REVISION	102-661	1 of 2	11/01/21	REVISION	102-661	2 of 2

REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Roger W. Strcula

Digitally signed by Roger W. Strcula
Date: 2024.10.31
12:43:05 -04'00'



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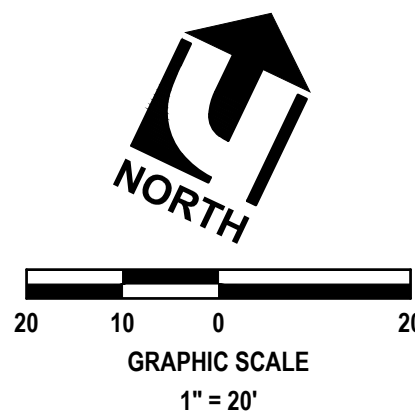
FDOT TCP INDICES

LUX CONDOMINIUM

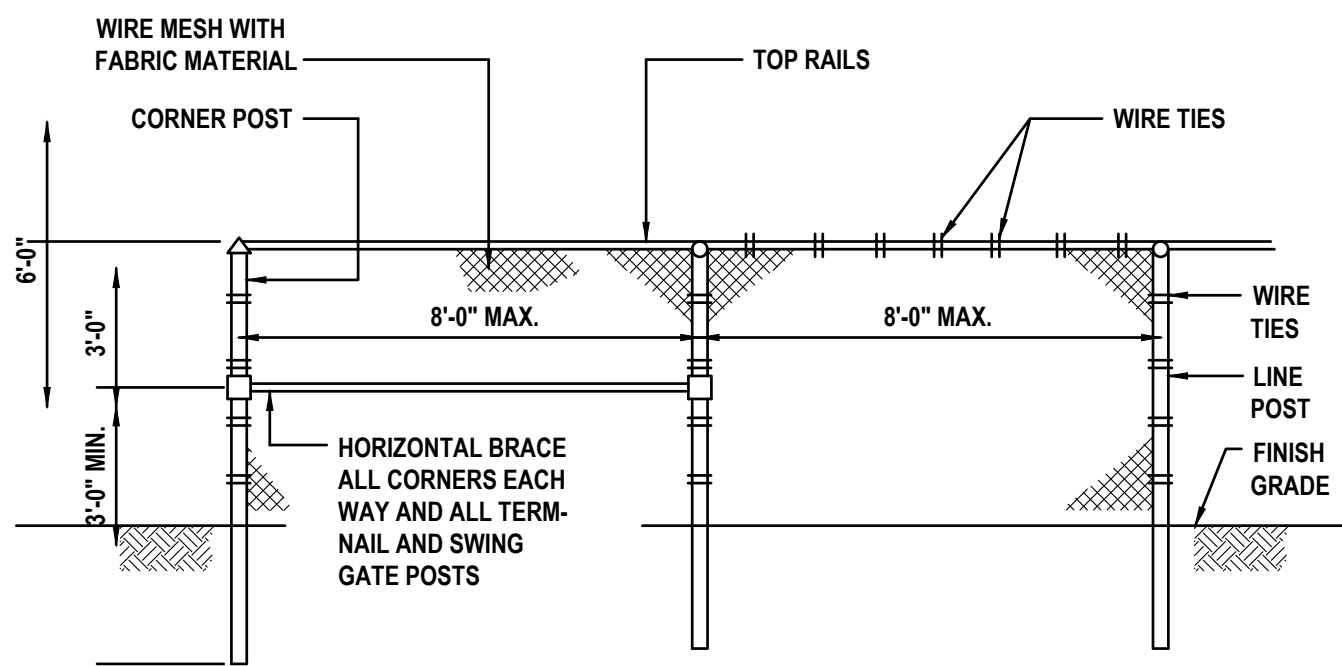
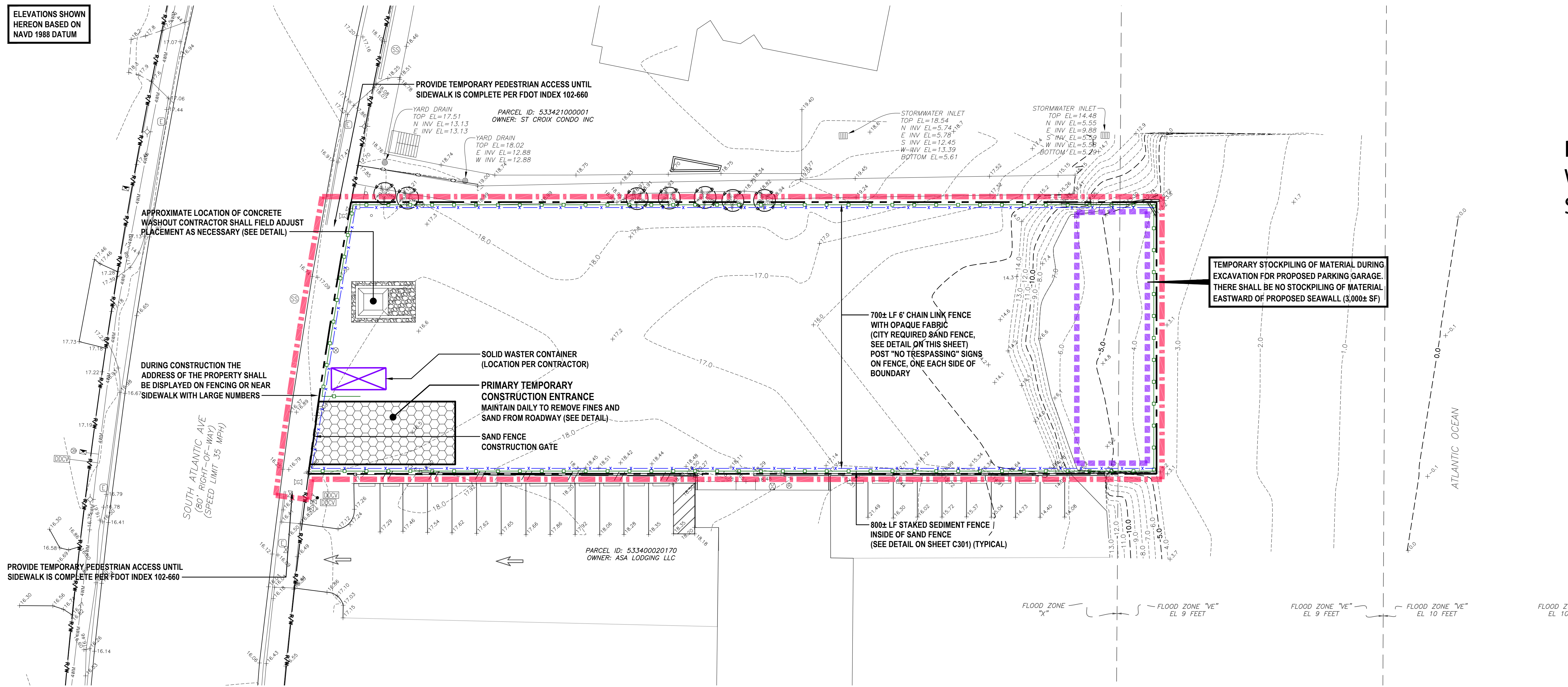
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No: 221122
DATE: JUNE 10, 2024
DESIGN BY: RWS
DRAWN BY: JMB
CHECKED BY: RWS
SCALE: N/A
SHEET NUMBER:

C201



ELEVATIONS SHOWN
HEREON BASED ON
NAVD 1988 DATUM



NOTICE:
FENCING SHALL NOT BE CONSTRUCTED OF PLYWOOD SHEETS. PLASTIC FABRIC MATERIAL OR SNOW FENCING IS PROHIBITED. APPROVED FENCE MATERIALS MAY INCLUDE SOLID CONCRETE BLOCK WALLS OR OTHER CONFIGURATION ACCEPTABLE TO THE BUILDING OFFICIAL. METHOD OF COMPLIANCE SHALL BE DEMONSTRATED TO THE BUILDING OFFICIAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. UPON COMPETENT, SATISFACTORY PROOF FROM ENGINEERING AND GEOLOGICAL DATA, THE BUILDING OFFICIAL MAY ALLOW ALTERNATIVE METHODS OF CONSTRUCTION FOR SITE SAND AND SOIL RETENTION.

SAND FENCE DETAIL

NOT TO SCALE

NOTES:

- FENCE POSTS SPACING CANNOT EXCEED EIGHT (8) FEET ON CENTER WITH A MINIMUM EMBEDMENT OF THREE (3) FEET
- FABRIC (SCREEN) MATERIAL SHALL BE SIX (6) FEET HIGH (OR THE SAME AS THE FENCE)
- FABRIC WEIGHT SHALL MEET OR EXCEED FIVE AND THREE-TENTHS (5.3) OUNCES PER SQUARE YARD
- FABRIC SHALL HAVE A THREE-PLY REINFORCED HEM ON TOP AND BOTTOM WITH BRASS GROMMETS EVERY TWELVE (12) INCHES
- FABRIC SHALL BE ANCHORED IN EACH GROMMET WITH APPROPRIATE ALUMINUM TIES
- GATES MUST BE CONSTRUCTED WITH THE SAME DESIGN CHARACTERISTICS AS THE SAND FENCE
- GATES MUST SWING INTO THE CONSTRUCTION SITE. GATES SHALL NOT OPEN TOWARDS THE ADJACENT ROAD
- GATES MUST REMAIN IN GOOD WORKING ORDER AND MUST BE CLOSED AND SECURED DURING NONWORKING HOURS

LEGEND:

	STORMWATER MANHOLE		MAJOR CONTOUR LINE
	STORM INLET / CATCH BASIN		MINOR CONTOUR LINE
	ELECTRIC BOX		TREE PROTECTION FENCE
	CLEANOUT		STORM PIPE (# DENOTES SIZE)
	SANITARY SEWER MANHOLE		TOE OF SLOPE
	SANITARY SEWER VALVE		TOP OF BANK
	BACKFLOW PREVENTER		OVERHEAD WIRE
	WATER VALVE		UNDERGROUND POWER
	DENOTES TREE REMOVAL		FORCE MAIN (# DENOTES SIZE)
	BORING ID NUMBER		SEWER LINE (# DENOTES SIZE)
	BORING ELEVATION		TELECOM LINE
	LIMITS OF CONSTRUCTION		FIBER OPTIC CABLE
	PROPOSED SAWCUT		WATER MAIN (# DENOTES SIZE)
	HATCH DENOTES REMOVE OF EXISTED IMPROVEMENTS		GAS MAIN
			SEDIMENT FENCE
			SAND FENCE

NOTE: ALL PIPES AND INLETS SHALL BE PROTECTED TO PREVENT SAND AND FINES FROM ENTERING AND FLUSHED AND CLEANED OF DEBRIS AND SEDIMENTS UPON COMPLETION OF FINAL STAGE OF WORK, WHEN LANDSCAPE WORK IS COMPLETE. CAPTURE DEBRIS IN DOWNSTREAM INLETS. REMOVE FINES OFF-SITE.

NOTE: REMOVE ALL CONSTRUCTION DEBRIS. ALL DISTURBED AREAS SHALL BE PROPERLY REGRADED AND SEEDED UNLESS SPECIFIED OTHERWISE. THE CONTRACTOR SHALL INSPECT THE SITE TO ENSURE ALL SPECIFICATIONS PER THE SWPPP HAVE BEEN COMPLETED.

NOTICE:
THE SITE CONTRACTOR SHALL BE RESPONSIBLE TO APPLY FOR THE FDEP NPDES "NOT" A MINIMUM OF 72 HOURS PRIOR TO ANY LAND DISTURBANCE AND FILE THE "NOT" WITHIN 14 DAYS OF SUBSTANTIAL COMPLETION

EROSION AND SEDIMENT CONTROL NOTES:

- LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
- THE SITE CONTRACTOR SHALL STRICTLY ADHERE TO THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) DURING CONSTRUCTION OPERATIONS.
- NO CONSTRUCTION ACTIVITIES SHALL BEGIN UNTIL ALL PERIMETER EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED.
- ALL EXPOSED AREAS SHALL BE SEEDED AS SPECIFIED WITHIN 7 DAYS (OR SHORTER DURATION IF REQUIRED BY GOVERNING NPDES PERMIT) OF FINAL GRADING.
- SHOULD CONSTRUCTION STOP FOR LONGER THAN 7 DAYS (OR SHORTER DURATION IF REQUIRED BY GOVERNING NPDES PERMIT), THE SITE SHALL BE SEEDED AS SPECIFIED.
- SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF 0.5 INCHES RAINFALL OR GREATER DURING A 24-HOUR PERIOD. ALL MAINTENANCE REQUIRED BY INSPECTION SHALL COMMENCE WITHIN 24 HOURS AND BE COMPLETED WITHIN 48 HOURS OF REPORT.
- THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SEDIMENT FROM LEAVING THE SITE.
- THE SITE CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED AS DEEMED NECESSARY BY SITE INSPECTIONS.
- THE SITE CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGED EXISTING IMPROVEMENTS TO THE SATISFACTION OF THE ENGINEER. ALL AREAS SHALL BE CLEANED OF ALL DEBRIS AND MATERIAL FROM CONTRACTOR'S ACTIVITIES, REGRADED IF NECESSARY. SEDIMENT FENCE REMOVED, SIDEWALK AND PAVEMENT SWEEPED CLEAN AND ANY DISTURBED AREAS SODDED OR SEEDED TO MATCH EXISTING GROUND COVER.
- THE SITE CONTRACTOR IS MADE AWARE OF EXISTING COMMERCIAL AND RESIDENTIAL PROPERTIES TO THE NORTH. KEEP NOISE, DUST AND BLOWING SAND FROM AFFECTING THESE PROPERTIES BY WHATEVER MEANS ARE NECESSARY.
- NO CONSTRUCTION ACTIVITIES SHALL BEGIN UNTIL ALL PROJECT PROTECTIVE TREE BARRIERS AND SEDIMENT FENCE HAVE BEEN INSTALLED IN ACCORDANCE WITH AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).

NOTICE: THE GENERAL CONTRACTOR SHALL CONTACT PUBLIC SAFETY AT 386.763.5321, FOR BEST PRACTICES REGARDING POSTING "NO TRESPASSING" SIGNAGE.

NOTICE: CONSTRUCTION VEHICLE PARKING WITHIN THE RIGHT-OF-WAY IS PROHIBITED, GENERAL CONTRACTOR SHALL COORDINATE WITH THE DEVELOPER TO SECURE AN OFF-SITE PARKING LEASE FOR THE DURATION OF CONSTRUCTION.

NOTICE: THE CONTRACTOR SHALL DETERMINE FINAL LOCATIONS OF THE CONSTRUCTION STAGING ITEMS, INCLUDING THE TRAILER, STOCKPILE AREAS, LAYDOWN, AND CONSTRUCTION PARKING WITH THE EROSION CONTROL INSPECTOR. LOCATIONS SHOWN HEREON ARE FOR INFORMATIONAL ONLY.

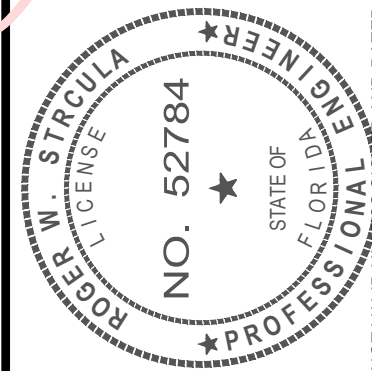
WARNING!! CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH BURIED GAS MAINS, OVERHEAD POWER LINES AND UNDERGROUND UTILITIES.



REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Roger W Strcula
Digitally signed by Roger W Strcula
Date: 2024.10.31 12:48:18 -04'00'



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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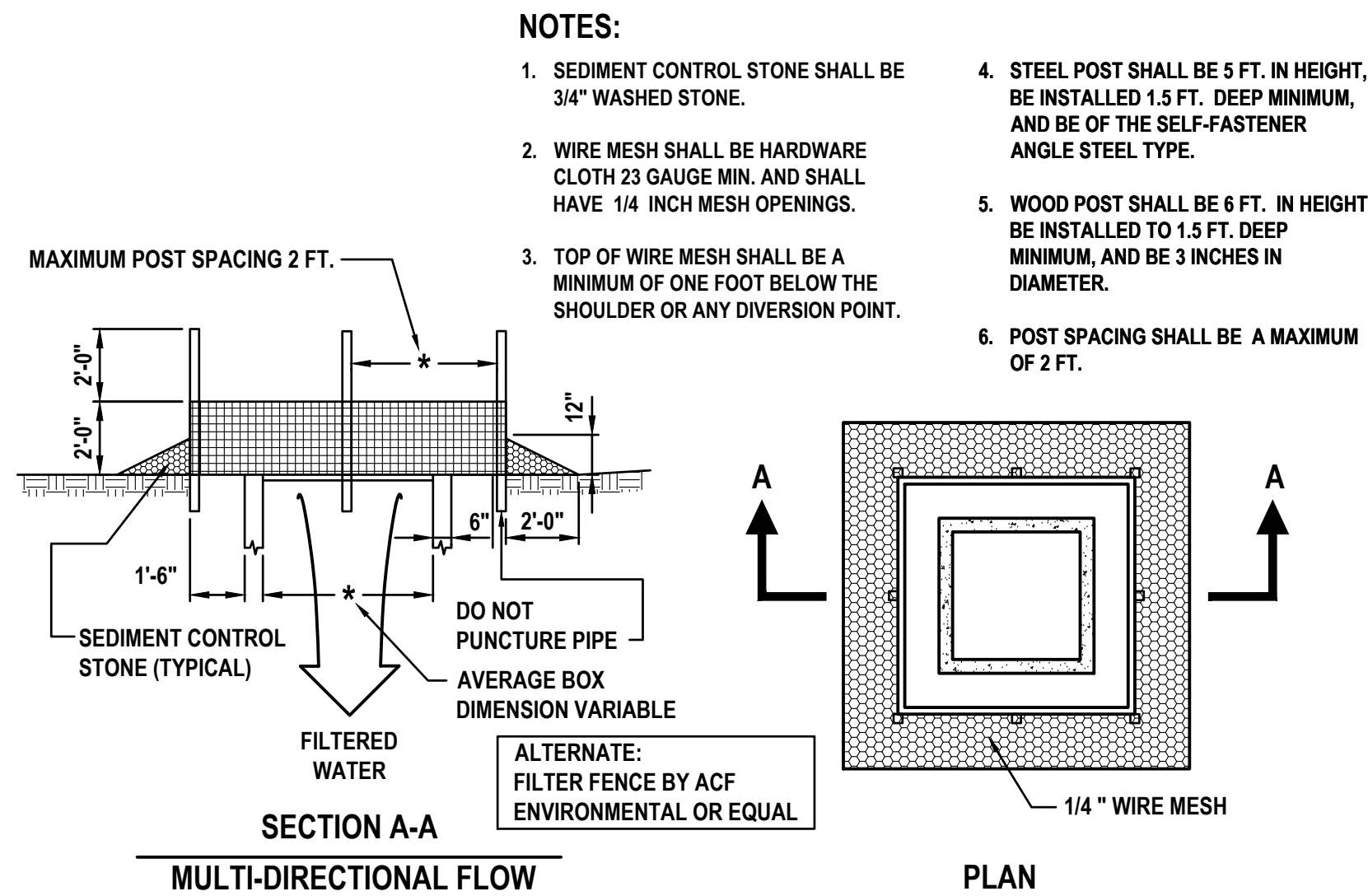
EROSION CONTROL PLAN

LUX CONDOMINIUM

3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No:	221122
DATE:	JUNE 10, 2024
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 20'
SHEET NUMBER:	

C300



**UTILIZE WHEN TOP AND GRATE
ARE INSTALLED WITH STRUCTURE**

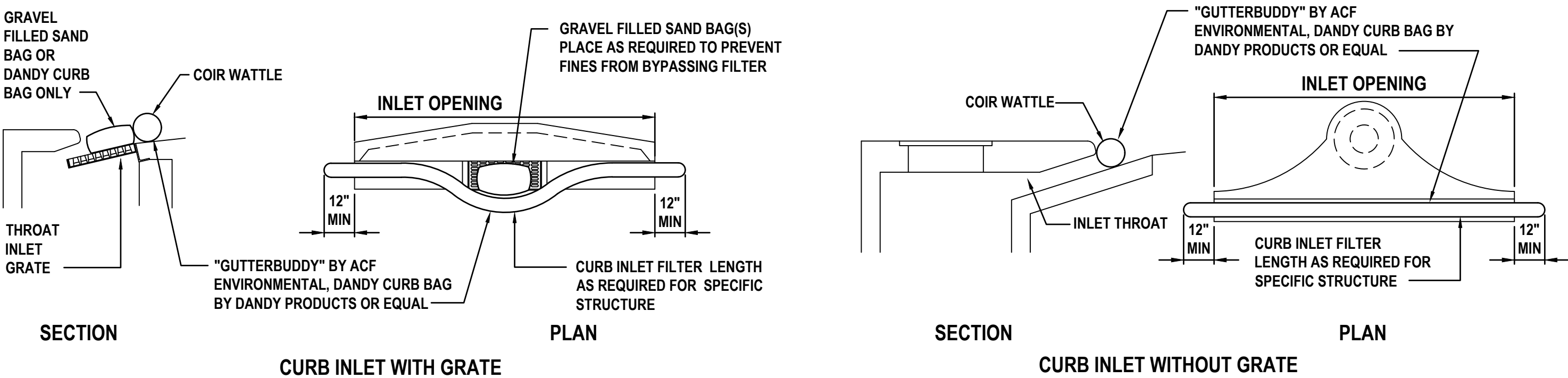
**UTILIZE WHEN TOP AND GRATE ARE
NOT INSTALLED WITH STRUCTURE**

-

NOT TO SCALE

-
- PROFILE**
- AGGREGATE
- GEOTEXTILE
- EXISTING PAVEMENT
- EXISTING GROUND
- PLAN VIEW**
- 50' MIN.
- 20' MIN.
- 15' MIN.
- 15' MIN.
- 15' MIN.
- EXISTING PAVEMENT

NOT TO SCALE

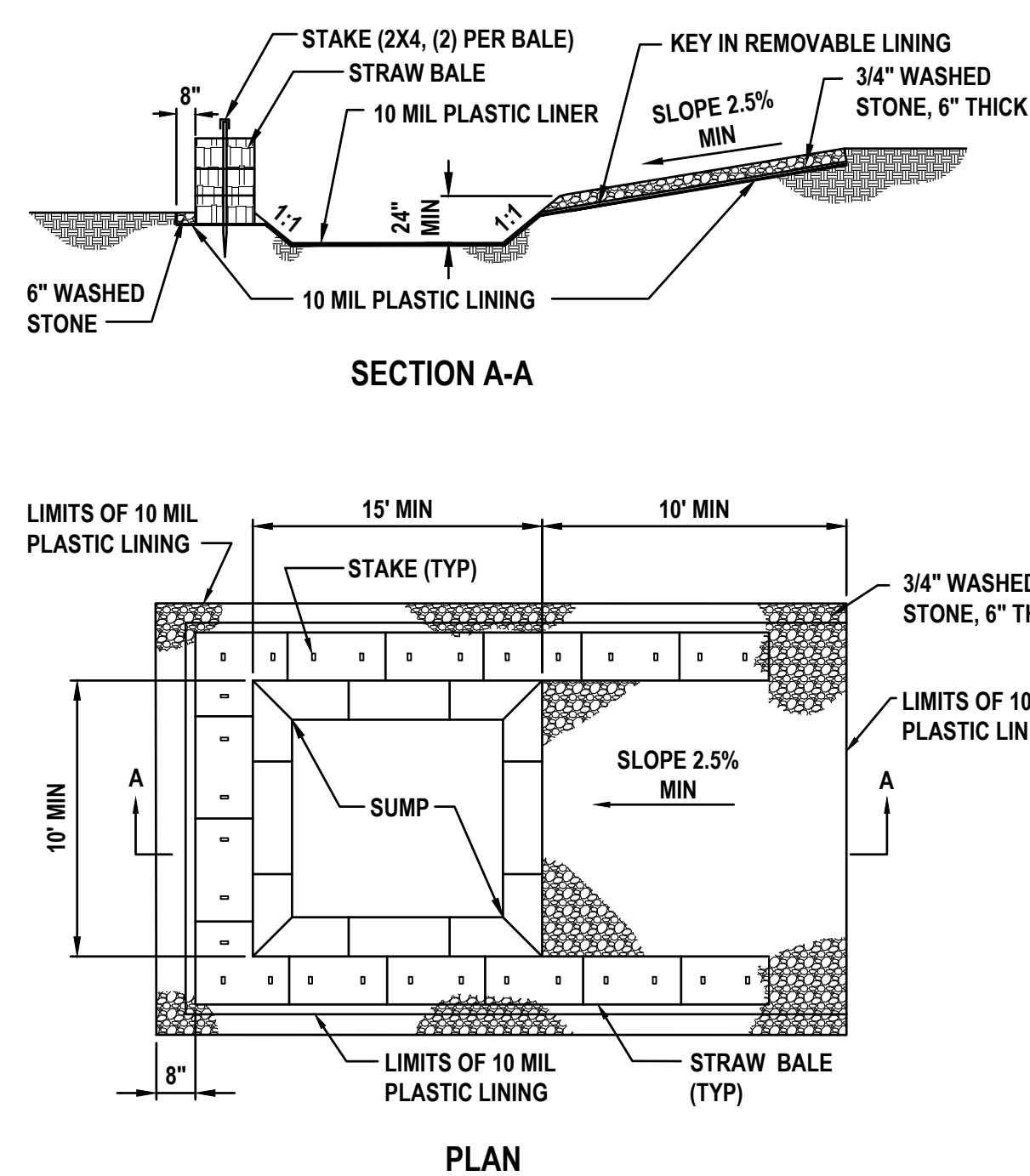


- NOTES:**
1. INSTALL FILTER PRIOR TO BEGINNING CONSTRUCTION.
 2. INSPECT ONCE EACH WEEK AND AFTER ANY RAIN EVENT. REMOVE ANY FINES AND DEBRIS THAT MAY HAVE ACCUMULATED AND DISPOSE OF PROPERLY.

NOT TO SCALE



- ## NOTES:
1. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
 2. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, WASHING SHALL BE DONE ON AN AREA STABILIZED WITH AGGREGATE WHICH DRAINS INTO AN APPROVED SEDIMENT POND OR SWALE.
 3. INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN OR WEEKLY AT A MINIMUM.

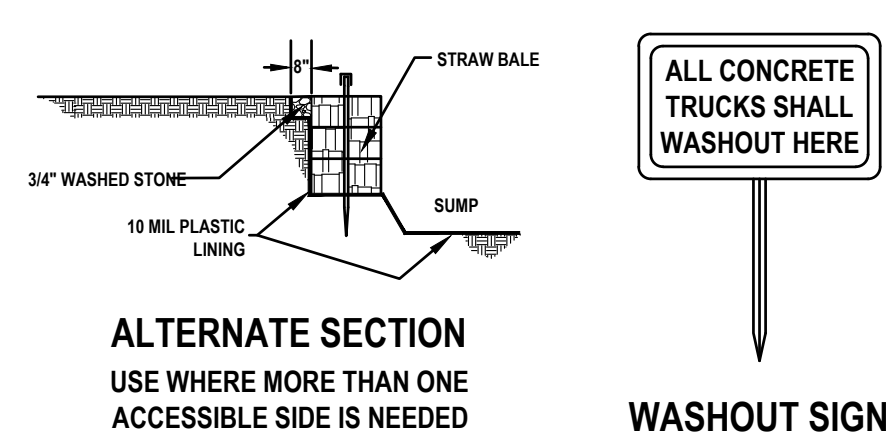


NOT TO SCALE

- ## **GENERAL CONSTRUCTION NOTES:**
1. MEASURES SHALL BE IMPLEMENTED AT THE CONTRACTOR'S DISCRETION TO VISIBLY BARRICADE THE WORK AREA AND PROVIDE SAFE MEANS OF INGRESS AND EGRESS AROUND THE CONSTRUCTION SITE.
 2. THE ENGINEER DOES NOT WARRANT THE CONTRACTOR'S MEANS OR METHODS FOR ITS INTERPRETATION OF THE REPAIR WORK. THE CONTRACTOR SHALL UTILIZE ITS DISCRETION TO DETERMINE ITS BEST METHOD TO CONSTRUCT THE WORK TO CORRECT THE DRAINAGE PONDING.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES AND SHALL RESTORE ALL AREAS DAMAGED DUE TO CONSTRUCTION ACTIVITIES
 4. PAVEMENT EDGES SHALL BE NEAT AND FREE OF DAMAGE OR BROKEN EDGES AT TIME OF PLACEMENT OF NEW ASPHALTIC PAVEMENT.
 5. UPON COMPLETION OF ALL WORK, THE AREA SHALL BE SWEEPED CLEAN OF ALL SAND AND DEBRIS.
 6. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR ITS FINAL INSPECTION AND ACCEPTANCE.
 7. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASSES, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
 8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
 9. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO

18. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.

NOTE:
THE CONTRACTOR HAS THE DISCRETION TO UTILIZE
THIRD PARTY PROPRIETARY EROSION AND
SEDIMENTATION CONTROL PRODUCTS AND DEVICES
AND IS NOT LIMITED TO THE DETAILS ON THIS SHEET.



- NOTES:**
1. PIT IS SPECIFICALLY DESIGNATED, DIKED AND IMPERVIOUS CONTAINMENT TO PREVENT CONTACT BETWEEN CONCRETE WASH AND STORMWATER.
 2. WASH WATER SHALL NOT BE ALLOWED TO FLOW TO SURFACE WATER.
 3. FACILITY MUST HOLD SUFFICIENT VOLUME TO CONTAIN CONCRETE WASTE WITH A MINIMUM FREEBOARD OF 12."
 4. FACILITY SHALL NOT BE FILLED BEYOND 95% CAPACITY UNLESS A NEW FACILITY IS CONSTRUCTED.
 5. SAW CUT PORTLAND CEMENT CONCRETE, RESIDUE FROM SAWCUT & GRINDING TO BE DISPOSED OF IN THE PIT.
 6. CONCRETE WASHOUTS SHALL BE LOCATED A MINIMUM OF 100' FROM DRAINAGE WAYS, INLETS, & SURFACE WATERS.
 7. MANUFACTURED CONCRETE WASHOUT DEVICES MAY BE USED IF REMOVED FROM THE SITE WHEN 95% FULL CAPACITY.
 8. WASHOUT AREA(S) SHALL BE INSTALLED IN A LOCATION EASILY ACCESSIBLE BY CONCRETE TRUCKS.
 9. ONE OR MORE AREAS MAY BE INSTALLED ON THE CONSTRUCTION SITE AND MAY BE RELOCATED AS CONSTRUCTION PROGRESSES.
 10. AT LEAST WEEKLY REMOVE ACCUMULATION OF SAND AND AGGREGATE AND DISPOSE OF PROPERLY.

[illegible]

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**EROSION CONTROL
DETAILS AND NOTES**

PROJECT No:	22
DATE:	JUNE 10, 2
DESIGN BY:	R
DRAWN BY:	J
CHECKED BY:	R
SCALE:	
SHEET NUMBER:	

C301

PROJECT SITE INFORMATION:

PROJECT NAME: LUX CONDOMINIUM

DEVELOPER: 3159 SOUTH ATLANTIC, LLC
P.O. BOX 238082
PORT ORANGE, FL 32123

PROJECT LOCATION: 3159 S ATLANTIC AVENUE, DAYTONA BEACH SHORES, 32118

LATITUDE: LAT: N 29°09'42"
LONGITUDE: LON: W 80°58'28"

AHJ: CITY OF DAYTONA BEACH SHORES

WMD JURISDICTION: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

PROJECT AREA: 0.83± ACRES

DISTURBED AREA: 0.75± ACRES

FLUCCS CODE: 1300 RESIDENTIAL, HIGH DENSITY
1810 SWIMMING BEACH, RECREATIONAL

ULTIMATE RECEIVING WATER BODY: HALIFAX RIVER

CLASS: CLASS III - PREDOMINANTLY MARINE WATERS

OFW: N/A

WBID #: 2363A

TMDLs: N/A

SOILS / GEOTECH DATA:
(PER USDA NRCS WEB SOIL SURVEY AND "EXHIBIT A" OF THE TR-55)

SOIL NUMBER	SOIL NAME	HSG
9	BEACHES	D
40	PALM BEACH-URBAN LAND- PAOLA	A
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

CONSTRUCTION INFORMATION:

A) DESCRIPTION OF ACTIVITIES

CONSTRUCTION ACTIVITIES INCLUDE: MASS EARTHWORK GRADING AND EXCAVATION / FILL, VARIOUS UTILITIES INSTALLATION, PAVEMENT PARKING AND DRIVES, CURBING, BUILDINGS, PLANTINGS AND GRASS AND FINAL STABILIZATION AND RESTORATION.

SOIL DISTURBING ACTIVITIES INCLUDE: INSTALLING STABILIZED CONSTRUCTION ENTRANCES, INSTALLATION OF EROSION AND SEDIMENT CONTROLS, STRIPPING EXISTING GROUND COVER AND MASS EARTHWORK GRADING.

B) SEQUENCE OF MAJOR ACTIVITIES AND CONTROL MEASURES:

- THE CONTRACTOR SHALL SCHEDULE AND ATTEND THE PRECONSTRUCTION MEETING WITH APPROPRIATE JURISDICTIONAL AGENCIES AS SPECIFIED PRIOR TO START OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE EMERGENCY TELEPHONE NUMBERS TO THE CITY AND/OR COUNTY AND ENGINEER OF AT LEAST TWO INDIVIDUALS THAT ARE CAPABLE OF CORRECTING ANY DRAINAGE PROBLEMS THAT MAY OCCUR AFTER WORK HOURS.
- THE CONTRACTOR SHALL PROVIDE THE ENGINEER, COUNTY AND CITY A MOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND CONSTRUCTION ACTIVITIES WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY DEPARTMENT, FLORIDA SUNSHINE AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
- ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING.
- ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
- A 24" WIDE 6" MINIMUM COMPACTED STONE DRIVE LANE TO THE CONSTRUCTION ENTRANCE THAT SHALL BE PLACED PRIOR TO THE CLEARING AND GRUBBING. THE APPROXIMATE LOCATION IS INDICATED ON THE DRAWING. THE ELEVATION SHALL BE APPROXIMATELY PER THE GRADING PLAN. PROVIDE ACCESS ACROSS DRIVE LANE FOR EMERGENCY VEHICLES, COORDINATE WITH FIRE CHIEF.
- THE SITE SHALL BE CLEARED AND GRUBBED OF ALL VEGETATION AND DEBRIS WITHIN THE APPROXIMATE LIMITS OF CLEARING AS INDICATED ON THE DRAWING.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
- AREAS WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR MORE THAN 21 DAYS WILL BE STABILIZED WITH A TEMPORARY GRASS AND MULCH WITHIN 5 DAYS OF THE LAST DISTURBANCE.
- ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
- ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
- THE SITE CONTRACTOR SHALL ONLY BE PERMITTED TO REMOVE ALL EROSION PROTECTION DEVICES WITHIN EACH CONTRIBUTING AREA FOLLOWING REMOVAL OF SEDIMENT AND DEBRIS AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS.

SEDIMENT, EROSION AND POLLUTANT CONTROL MEASURES:

- BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH PART 5 OF FDEP DOCUMENT NO. 62-621.300(4)(a) SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORMWATER RUNOFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. CONTRACTOR SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAWS.
- STORMWATER MANAGEMENT STORMWATER COLLECTION SHALL BE PROVIDED BY CATCH BASINS. THE SITE WILL DISCHARGE TO THE EXISTING MASTER STORMWATER POND FOR TREATMENT.
- STABILIZATION PRACTICES
WIND EROSION STABILIZATION: THE CONTRACTOR SHALL DENUDE ONLY ARES WHERE IT IS EXPECTED TO BE GRADED OR ALTERED WITHIN A 2 WEEK TIME-FRAME. FINAL GRADES SHALL BE PERFORMED AND TEMPORARY OR PERMANENT SOIL STABILIZATION SHALL BE APPLIED. AREAS WHERE CONSTRUCTION OPERATIONS WILL BE CONTINUOUS. FUGITIVE DUST SHALL BE MANAGED BY APPLYING A WATER SPRAY TO SATURATE THE SURFACE SOILS ON A DAILY BASIS, OR AS NEEDED TO MAINTAIN MINIMAL DUST TRANSPORT. FUGITIVE DUST SHALL MONITORED CONTINUOUSLY AND ADDITIONAL MEASURES MAY NEED TO BE TAKEN TO CONTROL OFF-SITE TRANSPORT OF UNACCEPTABLE LEVELS OF DUST.

TEMPORARY STABILIZATION: TOP OF SOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR 21 DAYS WILL BE STABILIZED WITH TEMPORARY GRASS AND MULCH NO LATER THAN 5 DAYS FROM THE LAST CONSTRUCTION ACTIVITY. GRASS SEED SHALL BE MIXTURE OF 20 PARTS OF BERMUDA SEED AND 80 PARTS OF PENSACOLA BAHIA. THE SEPARATE TYPES OF SEED USED SHALL BE THOROUGHLY DRY MIXED IMMEDIATELY BEFORE SOWING. SEED WHICH HAS BECOME WET SHALL NOT BE USED. THE MULCH MATERIAL USED SHALL NORMALLY BE DRY MULCH. DRY MULCH SHALL BE STRAW OR HAY, CONSISTING OF OAT, RYE OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. ONLY UNDETERIORATED MULCH WHICH CAN BE READILY CUT INTO THE SOIL SHALL BE USED. AREAS OF THE SITE WHICH ARE TO BE PAVED WILL BE TEMPORARILY STABILIZED BY APPLYING STABILIZATION AND BASE.

PERMANENT STABILIZATION: DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASES SHALL BE STABILIZED WITH SOD NO LATER THAN 5 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY.
- STRUCTURAL PRACTICES
STAKED SILT FENCES: THE STAKED SILT FENCES WILL BE CONSTRUCTED ALONG THE PERIMETER AS SPECIFIED IN THE DRAWINGS. STAKED FENCE SHALL BE CLEARED OF SEDIMENT WHEN IF REACHES ONE-THIRD HEIGHT OF THE FENCE.

EARTH DIKE: IF REQUIRED, AN EARTH DIKE SHALL BE CONSTRUCTED ALONG THE SITE PERIMETER. A PORTION OF THE DIKE SHALL DIVERT RUN-ON AROUND THE CONSTRUCTION SITE. THE REMAINING PORTION OF THE DIKE SHALL COLLECT RUNOFF FROM THE DISTURBED AREA AND DIRECT THE RUNOFF TO THE SEDIMENT BASIN.

SEDIMENT BASIN: A EXISTING STORMWATER POND TO BE USED. BEST MANAGEMENT PRACTICES SUCH AS REMOVAL OF SEDIMENT FROM INLET PROTECTION DEVICES, PROPER WASTE DISPOSAL AND SWEEPING TO REDUCE AMOUNT OF SEDIMENT DISCHARGED INTO POND SHALL BE CONTINUOUSLY IMPLEMENTED.
- WASTE DISPOSAL
WASTE MATERIALS: ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

HAZARDOUS WASTE: HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

SANITARY WASTE: SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH LOCAL UTILITY FOR COLLECTION OF SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.
- DUST CONTROL
TO PREVENT OFF-SITE VEHICULAR TRACKING OF SEDIMENTS AND DUST GENERATION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE ESTABLISHED BY THE SITE CONTRACTOR. SEE DRAWINGS FOR DETAILS AND LOCATION(S).
- NON-STORMWATER DISCHARGES
IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:

WATER FROM FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, WATER LINE FLUSHING, WATER USED TO SPRAY OFF LOOSE SOILS FROM VEHICLES, DUST CONTROL, PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED). ALL NON-STORMWATER DISCHARGES WILL BE DIRECTED TO THE EXISTING STORMWATER POND.

DISCHARGE OF UNCONTAMINATED GROUNDWATER FROM CONSTRUCTION-RELATED DEWATERING OPERATIONS IS PERMITTED IN ACCORDANCE WITH PART 3.4 OF THE FDEP DOCUMENT NO. 62-621.300(4)(a)

ITEMS REQUIRING POLLUTION PREVENTION
THE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED, BUT NOT LIMITED, TO BE PRESENT ON-SITE DURING CONSTRUCTION:

CONCRETE	WOOD	ROOFING SHINGLES	ASPHALT
GLASS	SAND / DIRT	METAL STUDS	LIMEROCK
STONE	CLEANING SOLVENTS	MASONRY BLOCK	PRECAST STRUCTURES
PAINT	PETROLEUM / FUELS	FERTILIZERS	PIPES

STORMWATER POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THESE CONSTRUCTION PLANS, THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM, AS SHOWN ON THESE CONSTRUCTION PLANS, DESIGNED TO ASSURE THAT APPROPRIATE POLLUTION PREVENTION MEASURES ARE IMPLEMENTED DURING CONSTRUCTION AND TO ASSURE THAT THE QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION. THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

OWNER:

SIGNATURE: _____

NAME / TITLE: _____

COMPANY: _____

ADDRESS: _____

MAINTENANCE AND INSPECTION PROCEDURES:

- INSPECTOR QUALIFICATIONS
INSPECTIONS MUST BE CONDUCTED BY A "QUALIFIED" INSPECTOR. "QUALIFIED" IS DEFINED AS A PERSON THAT A) HAS SUCCESSFULLY COMPLETED AND MET ALL REQUIREMENTS NECESSARY TO BE FULLY CERTIFIED THROUGH THE FDEP STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM; B) HAS SUCCESSFULLY COMPLETED AN EQUIVALENT FORMAL TRAINING PROGRAM; OR C) THAT IS QUALIFIED BY OTHER TRAINING OR PRACTICAL EXPERIENCE IN THE FIELD OF STORMWATER POLLUTION PREVENTION AND EROSION AND SEDIMENTATION CONTROL.
- DISTURBED AREAS
ALL DISTURBED AREAS AND AREAS USED FOR MATERIAL STORAGE SHALL BE INSPECTED FOR POLLUTANTS ENTERING THE STORMWATER SYSTEM. THE STORMWATER MANAGEMENT SYSTEM AND EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE INSPECTED REGULARLY TO ENSURE THEY ARE OPERATING CORRECTLY. LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING.
- MONITORING INSPECTIONS
ARE REQUIRED TO BE PERFORMED BY A QUALIFIED INSPECTOR AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL EVENT OF ONE-HALF (1/2) OF AN INCH OF RAINFALL OR GREATER AND SHALL CONTINUE UNTIL THE SITE COMPLIES WITH FINAL STABILIZATION (NOTICE OF TERMINATION).
- REPORTING
EACH INSPECTION MUST BE FOLLOWED UP BY A REPORT DOCUMENTING THE INSPECTOR'S FINDINGS AND REQUEST THE REQUIRED MAINTENANCE AND/OR REPAIR FOR THE EROSION AND SEDIMENTATION CONTROL MEASURES. THESE RECORDS ARE USED TO PROVE THAT THE REQUIRED INSPECTION AND MAINTENANCE WERE PERFORMED AND SHALL BE PLACED IN THE SWPPP LEDGER.
- RECORD KEEPING
IN ADDITION TO INSPECTION AND MAINTENANCE REPORTS, RECORDS SHOULD BE KEPT OF CONSTRUCTION ACTIVITIES THAT OCCUR ON THE SITE. THE CONTRACTOR SHALL RETAIN COPIES OF THE SWPPP, ALL REPORTS AND DATA FOR A MINIMUM OF FIVE (5) YEARS AFTER THE PROJECT IS COMPLETE IN PAPER AND CD FORMAT.

SPILL PREVENTION PRACTICES AND CONTROL MEASURES:

- GOOD HOUSEKEEPING
- SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.
- STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.
- ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.
- ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.
- PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.
- ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
- HAZARDOUS PRODUCTS
- MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.
- PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.
- PRODUCT SPECIFIC PRACTICES
- PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.
- THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO SOIL IN ORDER TO LIMIT EXPOSURE TO STORMWATER. FERTILIZERS SHALL BE STORED IN COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO SEALABLE PLASTIC BIN TO AVOID SPILLS.
- PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN APPROVED MANNER.
- CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.
- SPILL CONTROL AND CLEANUP RESPONSIBILITIES
- SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.
- THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.
- ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.
- WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.
- TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.
- AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.
- THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

NOTICE OF INTENT (NOI) / NOTICE OF TERMINATION (NOT)

- NOI: THE NOTICE OF INTENT (NOI), DEP FORM 62-621.300(4)(b), IS TO BE COMPLETED AND SUBMITTED TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) BEFORE USE OF THE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES PROVIDED IN SUBSECTION 62-621.300(4), F.A.C.
- NOT: WHERE A SITE HAS BEEN FINALLY STABILIZED AND ALL STORMWATER DISCHARGES AUTHORIZED BY THIS PERMIT ARE ELIMINATED, THE PERMITTEE SHALL SUBMIT A NOTICE OF TERMINATION, DEP FORM 62-621.300(6), SIGNED IN ACCORDANCE WITH PART 7.C OF FDEP DOCUMENT NO. 62-621.300(4)(a), WITHIN 14 DAYS OF FINAL STABILIZATION OF THE SITE TO TERMINATE COVERAGE UNDER THIS PERMIT.

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUIT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNATURE	COMPANY INFO	RESPONSIBLE FOR:
	COMPANY: _____ NAME: _____ TITLE: _____ DATE: _____	
	COMPANY: _____ NAME: _____ TITLE: _____ DATE: _____	
	COMPANY: _____ NAME: _____ TITLE: _____ DATE: _____	

REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Digitally signed by Roger W Strcula Date: 2024.10.31 17:48:50 -0400

ROGER W. STRCULA
STATE OF FLORIDA
NO. 52764
FLOOR 10, BOX 1000
TALLAHASSEE, FL 32304
PROFESSIONAL

NOT VALID UNLESS SIGNED AND DATED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

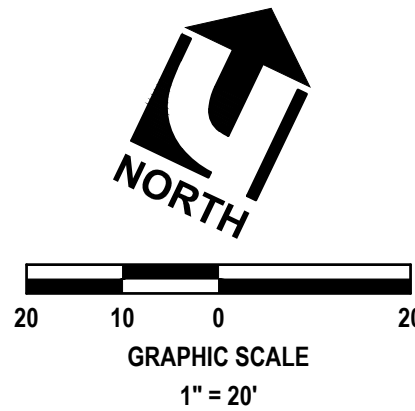
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STORMWATER POLLUTION PREVENTION PLAN
LUX CONDOMINIUM
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No: 221122
DATE: JUNE 10, 2024
DESIGN BY: RWS
DRAWN BY: JMB
CHECKED BY: RWS
SCALE: N/A

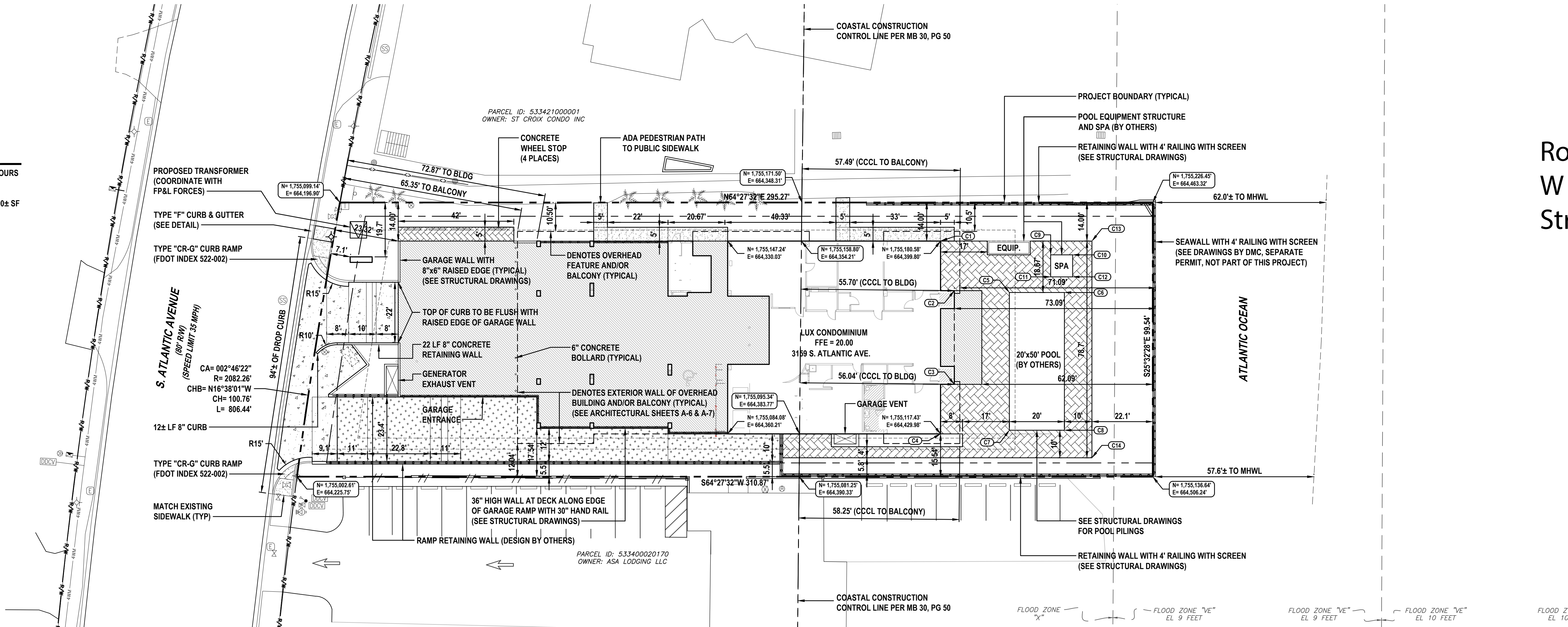
SHEET NUMBER:

C302



FWC POOL NOTES:

1. POOL AND DECK OPERATIONAL HOURS FROM DAWN TO DUSK.
2. POOL WATER SURFACE AREA 1,000± SF



CCCL CONTROL DATA

ID	NORTHING	EASTING	BEARING*	DISTANCE
C1	1,755,180.58	664,399.80	S65°01'21\"W	50.53
C2	1,755,129.41	664,451.96	S65°01'21\"W	55.70
C3	1,755,174.52	664,430.41	S65°01'21\"W	56.04
C4	1,755,117.43	664,429.98	S65°01'21\"W	51.22
C5	1,755,135.82	664,426.73	S65°01'21\"W	75.71
C6	1,755,166.50	664,412.07	S65°01'21\"W	95.71
C7	1,755,133.32	664,483.34	S65°01'21\"W	76.20
C8	1,755,204.30	664,449.43	S65°01'21\"W	96.20
C9	1,755,189.55	664,448.72	S65°01'21\"W	90.57
C10	1,755,186.10	664,441.50	S65°01'21\"W	98.57
C11	1,755,196.77	664,445.27	S65°01'21\"W	90.65
C12	1,755,193.32	664,438.05	S65°01'21\"W	98.65
C13	1,755,138.03	664,470.01	S65°01'21\"W	105.52
C14	1,755,183.14	664,448.45	S65°01'21\"W	106.30

* ALL BEARINGS AND DISTANCES ARE MEASURED PERPENDICULARLY FROM INDICATED POINTS TO THE CCCL

NOTE:

ALL WALKWAYS SHALL COMPLY WITH FLORIDA ADA GUIDELINES, LATEST EDITION, FOR SLOPES AND DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ADA GUIDELINES ARE MET

NOTE:

SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTE:

ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

GENERAL NOTES:

1. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
2. THE CONTRACTOR AT ITS OWN DISCRETION SHALL SECURE THE CONSTRUCTION SITE FROM TRESPASS.
3. THE GENERAL CONTRACTOR SHALL PROVIDE DRAINAGE AND UTILITY SHOP DRAWINGS OF MATERIAL AND STRUCTURES TO THE ENGINEER FOR APPROVAL. FAILURE TO INSTALL NON-APPROVED MATERIAL OR STRUCTURE MAY RESULT IN REMOVAL AT THE GENERAL CONTRACTOR'S EXPENSE.
4. THE ENGINEER SHALL BE INFORMED IF ANY QUESTIONS ARISE DURING CONSTRUCTION EITHER BY EMAIL OR CONSTRUCTION MANAGEMENT SOFTWARE LIKE PROCORE OR EQUAL, PHONE CALLS WILL NOT BE ACCEPTED.
5. REFER TO THE STRUCTURAL DRAWINGS FOR GRADING OF GARAGE DECK, ELEVATIONS SHOWN ON SHEET C500 ARE FOR INFORMATION ONLY. ALL ADA SPACES ON THE GARAGE DECK SHALL NOT EXCEED 2.0% IN ANY DIRECTION, NO EXCEPTIONS THESE SPACES MUST BE ACCURATELY GRADED WITH THE GARAGE DECK..

PAVING LEGEND:

CONCRETE PAVEMENT		6\" THICK CONCRETE (4,000 PSI AT 28 DAYS) 12\" STABILIZED SUBGRADE MIN OF 98% MOD. PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-190 (2 LIFTS) MAX CONTROL JOINT SPACING 12'x12' MIN SAW CUT DEPTH 2\"
CONCRETE SIDEWALK		4\" THICK CONCRETE (4,000 PSI AT 28 DAYS) CLASS I CONCRETE CONTROL JOINT SPACING PER FDOT INDEX No. 350-001 ON COMPACTED SUBGRADE (SEE DETAIL ON SHEET C403)
PARKING DECK		SEE STRUCTURAL DRAWINGS FOR SPECIFICATIONS (SEE STRUCTURAL CERTIFICATION FOR VEHICLE LOAD LIMIT)
CONCRETE RAMP		SEE STRUCTURAL DRAWINGS FOR SPECIFICATIONS
CONCRETE PAVERS		COLOR, MATERIAL AND PATTERN BY DEVELOPER (DESIGN BY OTHERS PER MANUFACTURER'S SPECIFICATIONS) ALTERNATIVE: MAX 5'x5'x4\" CONCRETE PADS ON COMPACTED SUBGRADE WITH COOL DECK COATING

CURB CONSTRUCTION NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3,000 P.S.I. CONCRETE.
2. 1/2\" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 100', VERTICAL SAWCUT JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2\" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. EXPANSION JOINT MATERIAL MUST COVER ENTIRE CROSS SECTION OF CURB.
5. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
6. SAW CUT JOINTS SHALL BE CUT WHILE CONCRETE IS STILL GREEN, IF JOINTS ARE CUT AFTER CONCRETE HAS CURED AND SHRINKAGE HAVE OCCURRED THROUGH THE THICKNESS OF THE CURB, THEN THE CONTRACTOR SHALL REPLACE THE CURB TO THE NEAREST JOINT OR 4' MINIMUM LENGTH.
7. CONTRACTOR SHALL BROOM FINISH CONCRETE VERTICALLY.

SYMBOL LEGEND:

	TYPE 'F' CURB (SEE DETAIL)
	TYPE 'D' CURB (SEE DETAIL)
	5' MINIMUM CURB RADIUS UNLESS DENOTED OTHERWISE
	SITE LIGHT POLES (SEE PHOTOMETRIC PLAN)

SEE SHEETS C403 FOR REFERENCED DETAILS NOT SHOWN HEREON.

THE LOCATION OF THE LIGHT POLES SHALL ONLY BE INSTALLED PER THE DIGITAL COORDINATES TO AVOID CONFLICTS WITH UTILITIES (TYPICAL)

REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Roger W Strcula
Digitally signed by Roger W Strcula
Date: 2024.10.31 12:49:03 -04'00'



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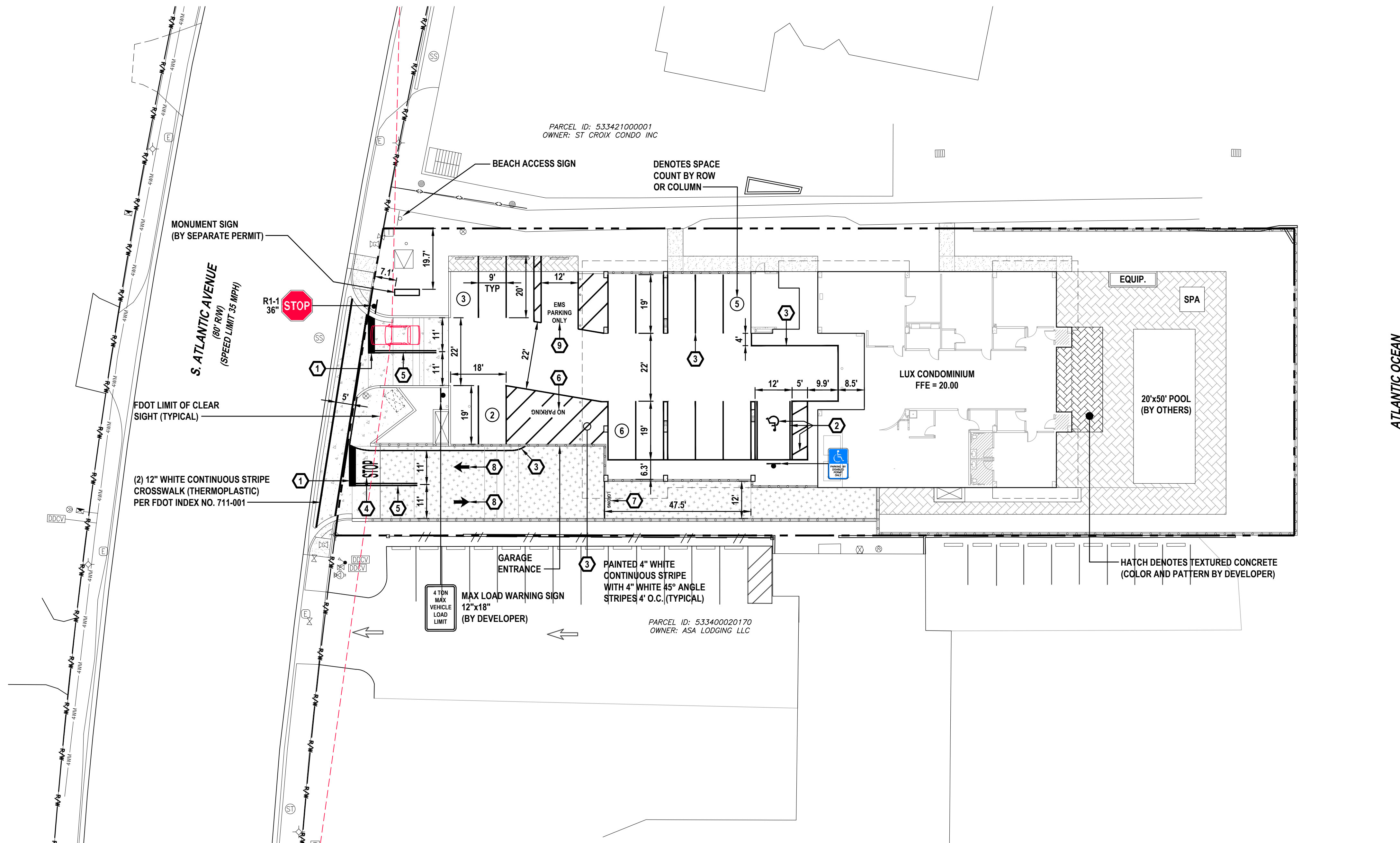
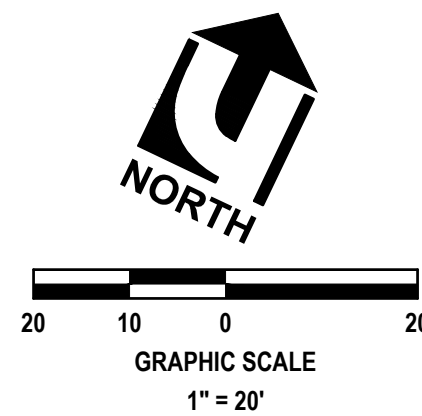
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SITE GEOMETRY & LAYOUT PLAN
LUX CONDOMINIUM
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No:	221122
DATE:	JUNE 10, 2024
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 20'

SHEET NUMBER:

C400



 KEY NOTES	
NO.	DESCRIPTION
1	24" STOP BAR (WHITE)
2	A.D.A. PARKING SPACE AND AISLE (SEE SHEET C403)
3	4" (WHITE) CONTINUOUS STRIPE (TYPICAL)
4	48" PAINTED (WHITE) "STOP" (TYPICAL)
5	20 LF 6" DBL. (YELLOW) CONTINUOUS STRIPE (TYPICAL)
6	24" PAINTED (WHITE) "NO PARKING" (TYPICAL)
7	24" PAINTED (WHITE) "LOADING" (TYPICAL)
8	PAINTED (WHITE) DIRECTIONAL ARROW
9	24" PAINTED (WHITE) "EMS PARKING ONLY" (TYPICAL)

SYMBOL LEGEND:

- | | |
|---|--|
|  | PROPOSED SIGN (SEE DETAIL) |
|  | PROPOSED DBL. SIDED SIGN |
|  | ADA PARKING SPACE SYMBOL |
|  | DENOTES PARKING COUNT
PER ROW OR COLUMN |

SEE SHEETS C403 FOR
REFERENCED DETAILS
NOT SHOWN HEREON.

GENERAL S. ATLANTIC AVENUE NOTES:

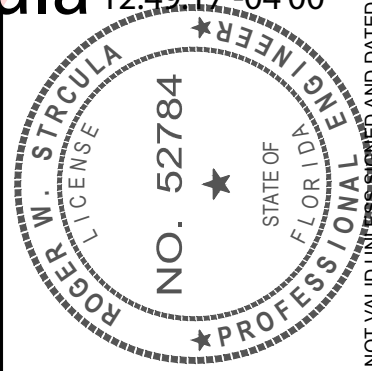
- A. ALL TRAFFIC STRIPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
- B. REMOVAL OF EXISTING PAVEMENT MARKING SHALL BE ACCOMPLISHED USING THE "HYDRO-BLAST" METHOD. IF THIS PROCESS DAMAGES/SCARS PAVEMENT, THEN THE PAVEMENT SHALL BE MILLED AND RESURFACED PER FDOT STANDARDS.
- C. ALL DIRECTIONAL ARROWS SHALL BE PLACED AS ONE SEGMENT.
- D. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.
- E. ALL CURB AND GUTTER AND SIDEWALK WILL BE REMOVED AND REPLACED JOINT TO JOINT.
- F. ALL DISTURBED AREA WITH THE RIGHT-OF-WAY WILL RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING THE AREA DISTURBED WITH BAHIA SOD.
- G. ALL LANES MUST BE OPENED FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT

PAVEMENT MARKING & SIGNAGE NOTES:

1. ALL MARKINGS SHALL COMPLY WITH F.D.O.T. STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDEX No. 711-001.
2. PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
3. ALL SITE PAVEMENT MARKINGS SHALL BE PAINTED COLOR AS INDICED. PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PO PARK PAINT OR EQUAL, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS. ALL LINE PAVEMENT MARKINGS SHALL BE 6" MINIMUM WIDTH.
4. LOCATION OF SIGNS SHOWN HEREON ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 700-101 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS". FOR ADDITIONAL DETAILS SEE INDEX NO. 700-010, 700-101 AND 711-001.
5. ALL TRAFFIC CONTROL SIGNALS OR DEVICES MUST COMPLY WITH THE FLORIDA STATE STATUTES REGARDING THE INSTALLATION. ALL TRAFFIC CONTROL SIGNALS OR DEVICES MUST CONFORM TO THE MANUAL AND SPECIFICATIONS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, TO INCLUDE BUT NOT LIMITED TO SIGNS SIZE AND HEIGHT.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS.

REVISIONS	
DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Roger W Strcula
Digitally signed by Roger W Strcula
Date: 2024.10.31 12:29:17 -0400



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NOTICE:
THE SITE SIGNAGE SHOWN HEREON REPRESENTS THE ENGINEER'S
RECOMMENDED CONFIGURATION. AT THE SOLE DISCRETION OF THE
DEVELOPER AND SUBJECT TO CITY OF WILDWOOD APPROVAL, THE
CONTRACTOR MAY FORGO INSTALLATION OF SOME SITE SIGNAGE.

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING
ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES
ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF
DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION.
SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF
THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

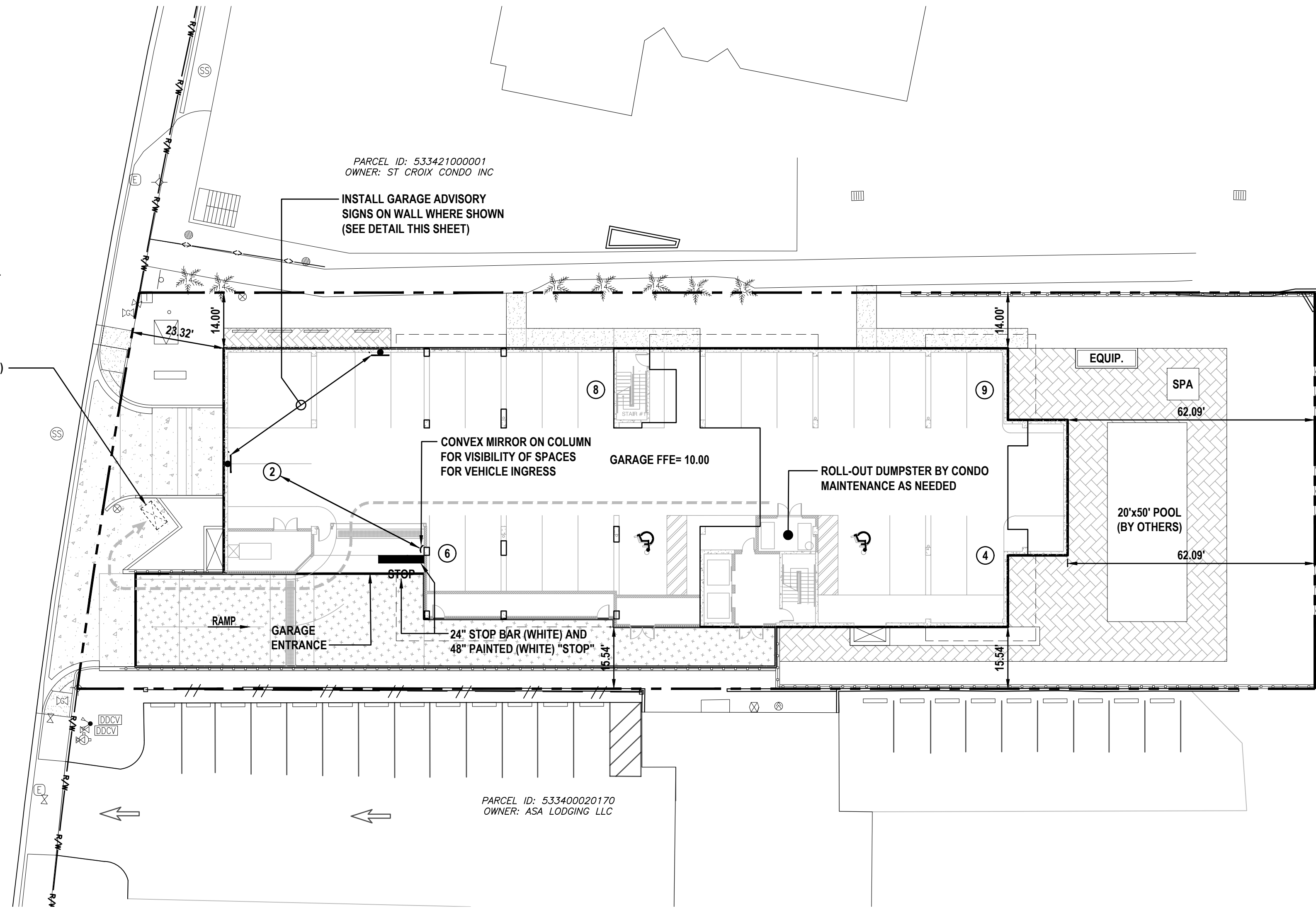
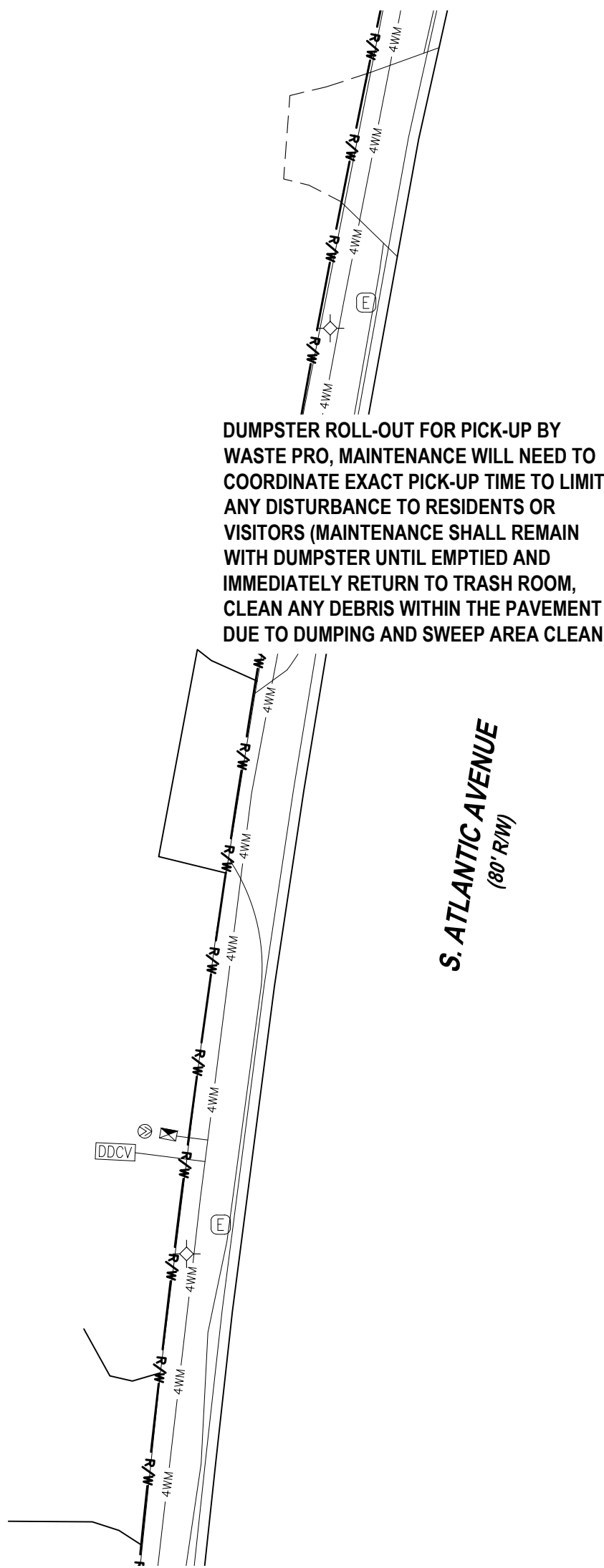
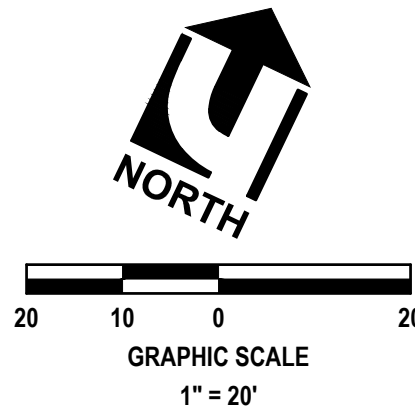
**PAVEMENT MARKING
& SIGNAGE PLAN**

LUX CONDOMINIUM
33159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No:	221122
DATE:	JUNE 10, 2024
DESIGN BY:	RWS
DRAWN BY:	JME
CHECKED BY:	RWS
SCALE:	1" = 20'

SHEET NUMBER

C401



ATLANTIC OCEAN

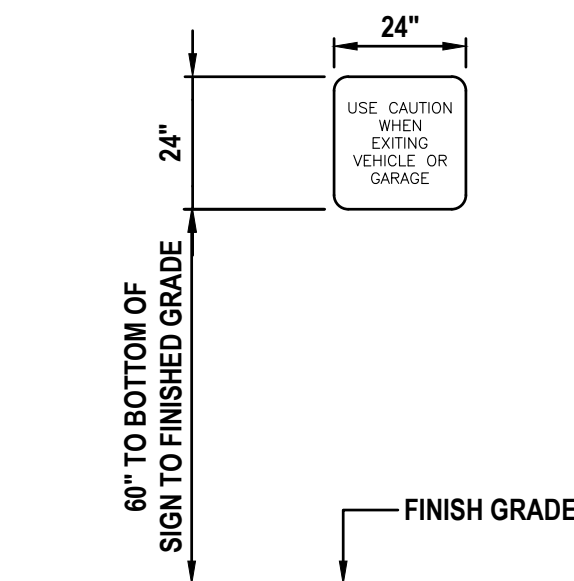
SYMBOL LEGEND:

- PROPOSED SIGN (SEE DETAIL)
- PROPOSED DBL. SIDED SIGN
- ADA PARKING SPACE SYMBOL
- 10 DENOTES PARKING COUNT PER ROW OR COLUMN

NOTE:
GARAGE LAYOUT PROVIDED HEREON IS FOR INFORMATION PURPOSES ONLY AND IS NOT THE THE RESPONSIBILITY OF THE ENGINEER. SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR CONTROLLING SPECIFICATIONS.

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTE:
THIS SHEET FOR INFORMATION ONLY FOR PURPOSES OF PROVIDED PARKING SPACES DIMENSIONS, DUMPSTER, PAVEMENT MARKINGS AND GARAGE SETBACKS. SEE ARCHITECTURAL DRAWINGS SHEET A-2 FOR SPECIFIC INFORMATION OF GARAGE



GARAGE ADVISORY SIGN
NOT TO SCALE

NOTES:

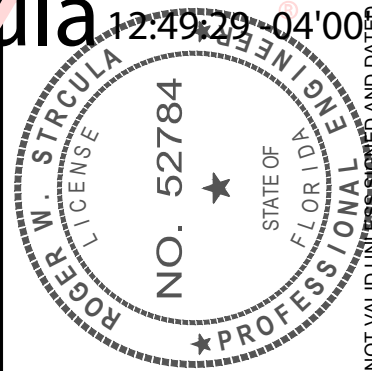
- 24"x24" BLACK ON WHITE REFLECTIVE LETTERS
- SIGN PANEL SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS.
- CONTRACTOR SHALL MOUNT ON WALL OF PARKING GARAGE

REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Roger W Strcula

Digitally signed by Roger W Strcula
Date: 2024.10.31 12:49:29 -04'00'



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GARAGE LAYOUT PLAN

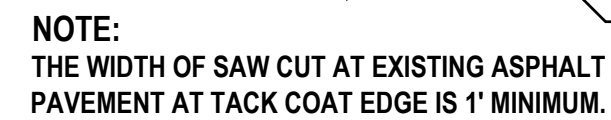
LUX CONDOMINIUM

3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

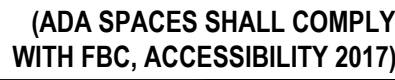
PROJECT No:	221122
DATE:	JUNE 10, 2024
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 20'

SHEET NUMBER:

C402



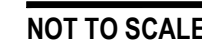
NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE

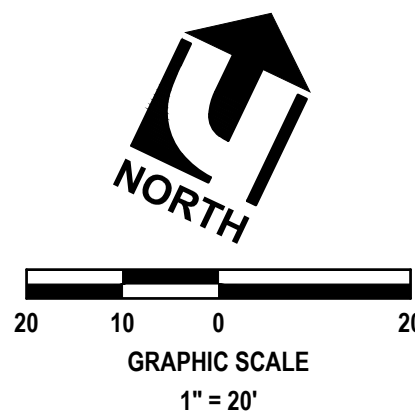
SECTION A-A



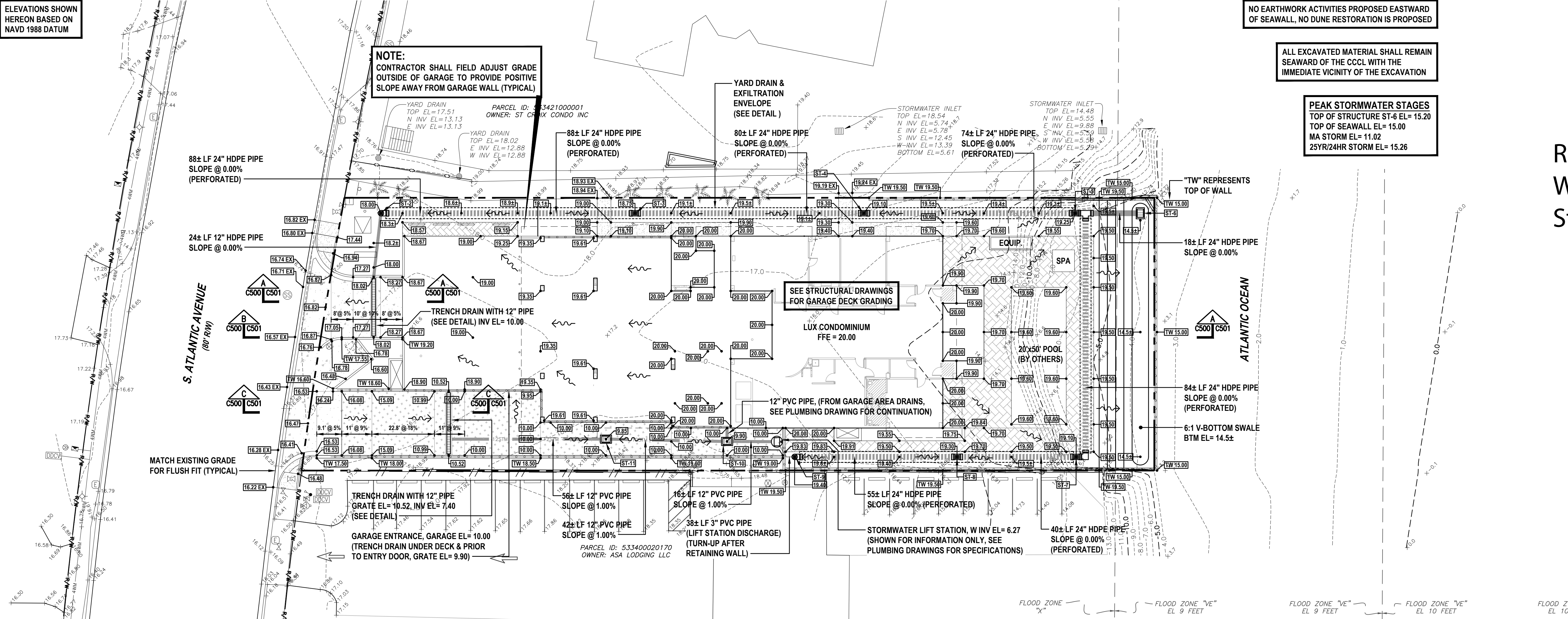
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SHEET NUMBER

C403



ELEVATIONS SHOWN
HEREON BASED ON
NAVD 1988 DATUM



NO EARTHWORK ACTIVITIES PROPOSED EASTWARD
OF SEAWALL, NO DUNE RESTORATION IS PROPOSED

ALL EXCAVATED MATERIAL SHALL REMAIN
SEAWARD OF THE CCCL WITH THE
IMMEDIATE VICINITY OF THE EXCAVATION

PEAK STORMWATER STAGES
TOP OF STRUCTURE ST-6 EL= 15.20
TOP OF SEAWALL EL= 15.00
MA STORM EL= 11.02
25YR/24HR STORM EL= 15.26

NOTE:
CONTRACTOR SHALL FIELD ADJUST GRADE
OUTSIDE OF GARAGE TO PROVIDE POSITIVE
SLOPE AWAY FROM GARAGE WALL (TYPICAL)

SEE STRUCTURAL DRAWINGS
FOR GARAGE DECK GRADING

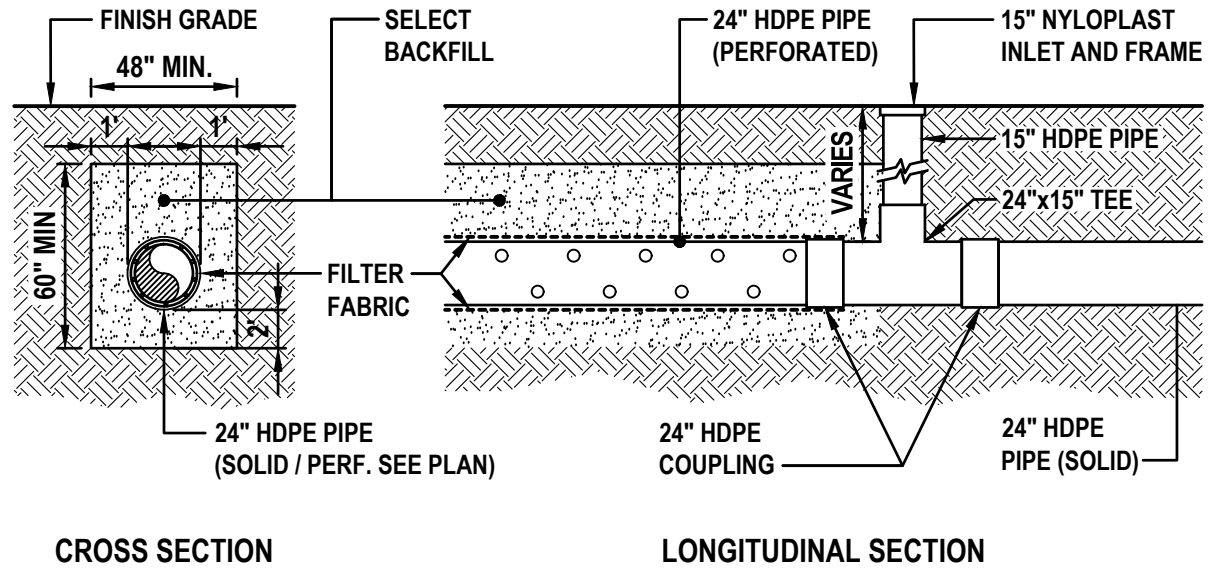
LUX CONDOMINIUM
FFE = 20.00

12" PVC PIPE, (FROM GARAGE AREA DRAINS,
SEE PLUMBING DRAWING FOR CONTINUATION)

STORMWATER LIFT STATION, W INV EL= 6.27
(SHOWN FOR INFORMATION ONLY, SEE
PLUMBING DRAWINGS FOR SPECIFICATIONS)

GENERAL EARTHWORK NOTES:

- IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
- ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
- TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION, THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.



YARD DRAIN & EXFILTRATION ENVELOPE DETAIL

NOT TO SCALE

NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.

MAINTENANCE RESPONSIBILITY:
THE STORMWATER SYSTEM SHALL BE INSPECTED, AS A MINIMUM, QUARTERLY BY THE CONDOMINIUM ASSOCIATION. THE INLETS SHALL BE INSPECTED FOR DEBRIS AND SILTS AND REMOVED IF DISCOVERED. AS A MINIMUM, THE EXFILTRATION PIPES SHALL BE FLUSHED TO REMOVE ANY DEBRIS, SILTS OR SOIL. SEE CITY REQUIRED "STORMWATER SYSTEM MAINTENANCE AGREEMENT" WITH THE LANDOWNER.

GENERAL DRAINAGE NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES OR PIPES.
- ALL "ROUND" STORM PIPE SHALL BE CONSTRUCTED OF REINFORCED CONCRETE CLASS III WITH BUTYL MASTIC SEALANT, PVC OR HDPE (SIC) PIPE WITH CERTIFIED WATERTIGHT JOINTS BY THE MANUFACTURER WHERE SPECIFICALLY INDICATED ON THE DRAWING. RCP JOINTS SHALL BE WRAPPED WHERE APPLICABLE PER FDOT SPECIFICATIONS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (UPHAM, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING. THE CONTRACTOR SHALL BE RESPONSIBLE AT ITS OWN RISK AND COST IF PRECAST STRUCTURES OR MATERIALS ARE ORDERED OR DELIVERED TO THE SITE PRIOR TO THE ENGINEER'S APPROVAL AND FOUND NOT TO BE ACCEPTABLE.
- ALL DRAINAGE STRUCTURES SHALL BE PRECAST PER FDOT SPECIFICATIONS.
- ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURER'S SPECIFICATIONS RESPECTIVELY.
- ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
- THE CONTRACTOR SHALL FIRST VERIFY THE INVERT(S) OF THE EXISTING STUBOUTS, MANHOLE(S) AND/OR INLETS FOR CONNECTION PRIOR TO INSTALLING ANY PIPES TO CONFIRM ELEVATION(S). IF ANY SUBSTANTIAL DIFFERENCES ARE DISCOVERED IN THE EXISTING INVERT(S), THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND COUNTY INSPECTOR.
- MINIMUM PIPE COVER SHALL BE EIGHTEEN (18) INCHES MEASURED FROM THE OUTSIDE TOP OF PIPE TO THE BOTTOM OF THE ROADWAY BASE.
- ALL ROOF DRAINS TO BUILDINGS SHALL END 5' OUTSIDE THE BUILDING LIMITS AND SHALL BE PROVIDED WITH A TEMPORARY PLUG AT THE END UNTIL BUILDING CONTRACTOR MAKES CONNECTION TO ROOF DRAINS.
- AS AN OPTION TO FITTINGS, CONTRACTOR MAY INSTALL "INSERTA-TEE" FITTINGS FOR STORM PIPING CONNECTIONS. MANUFACTURER'S SPECIFICATIONS FOR MATERIAL AND INSTALLATION MUST BE STRICTLY FOLLOWED TO VALIDATE WARRANTY.
- ALL YARD DRAIN PIPING AND ROOF DRAIN CONNECTIONS SHALL BE PVC SDR 26.
- BUILDING DOWNSPOUTS SHALL CONNECT TO STORM PIPE WHERE AVAILABLE AT YARD DRAINS OR LAWN GRADED FROM DOWNSPOUT SPLASH PADS TO YARD DRAINS. BUILDING RUNOFF SHALL NOT DISCHARGE OFF-SITE.
- YARD DRAIN TOP MAY BE FIELD ADJUSTED TO LOWER TOP TO ACCEPT RUNOFF.

NOTE:
ALL WALKWAYS SHALL COMPLY WITH FLORIDA ADA GUIDELINES, LATEST EDITION, FOR SLOPES AND DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ADA GUIDELINES ARE MET

NOTICE:
THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK IN ORDER TO PROVIDE FOR THE SAFETY OF EXISTING STRUCTURES AND WORKMEN.

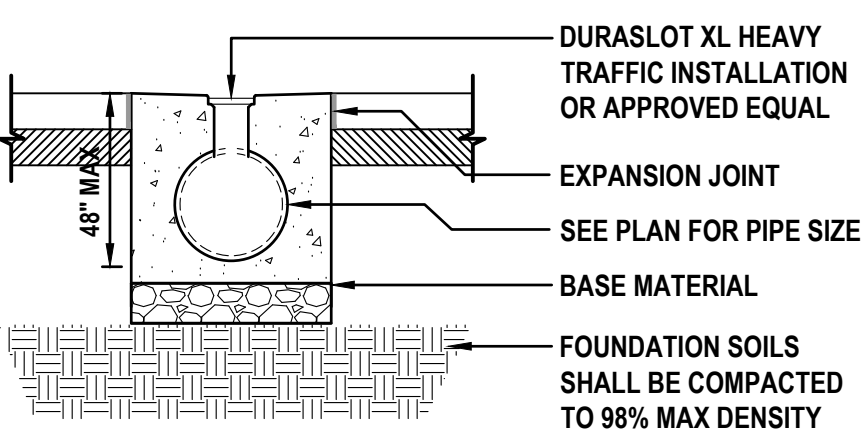
NOTICE:
PARKING DECK GRADES ARE FOR INFORMATION PURPOSES ONLY, NOT THE RESPONSIBILITY OF THE CIVIL ENGINEER, SEE STRUCTURAL DRAWINGS FOR SPECIFICATIONS

STORM STRUCTURE TABLE			
ID:	DESCRIPTION:	RIM EL:	INVERT:
ST-1	- REMOVED -	-	-
ST-2	15" C.I. NYLOPLAST INLET	18.00	E INV= 10.00 (24") S INV= 10.40 (24")
ST-3	15" C.I. NYLOPLAST INLET	18.75	E INV= 10.00 (24") W INV= 10.00 (24")
ST-4	15" C.I. NYLOPLAST INLET	19.10	E INV= 10.00 (24") W INV= 10.00 (24")
ST-5	15" C.I. NYLOPLAST INLET	19.25	E INV= 10.00 (24") W INV= 10.00 (24")
ST-6	TYPE "C" INLET	15.20	W INV= 10.00 (24")
ST-7	15" C.I. NYLOPLAST INLET	19.10	E INV= 10.00 (24") W INV= 10.00 (24")
ST-8	15" C.I. NYLOPLAST INLET	19.30	E INV= 10.00 (24") W INV= 10.00 (24")
ST-9	15" C.I. NYLOPLAST INLET	19.40	E INV= 10.00 (24") W INV= 17.40 (3")
ST-10	TYPE "C" INLET	9.90	N INV= 6.43 (12") E INV= 6.43 (12") W INV= 6.43 (12")
ST-11	TYPE "C" INLET	9.85	E INV= 6.85 (12") W INV= 6.85 (12")

* SHOWN FOR INFORMATION ONLY, CONTRACTOR SHALL FOLLOW MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION

LEGEND:

- EXISTING SOFT ELEVATION
- EXISTING HARD ELEVATION
- PROPOSED SOFT ELEVATION
- PROPOSED HARD ELEVATION
- TOP OF WALK ELEVATION
- EDGE OF PAVEMENT ELEVATION
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- SURFACE FLOW ARROW



RAMP TRENCH DRAIN DETAIL

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Digitally signed by Roger W Strcula
Date: 2024.10.31 12:49:59 -0400

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UPHAM, INC.

CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB# 0003612 LC# 0000357

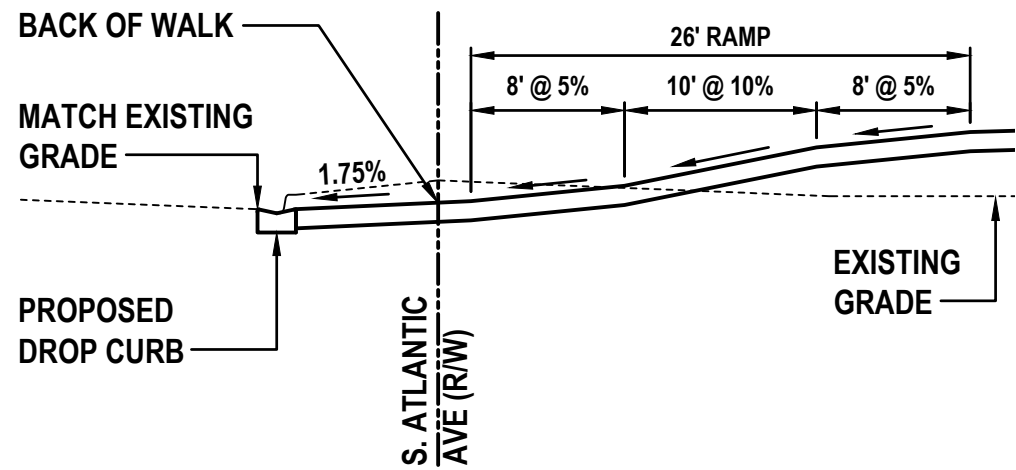
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SITE GRADING PLAN

LUX CONDOMINIUM
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

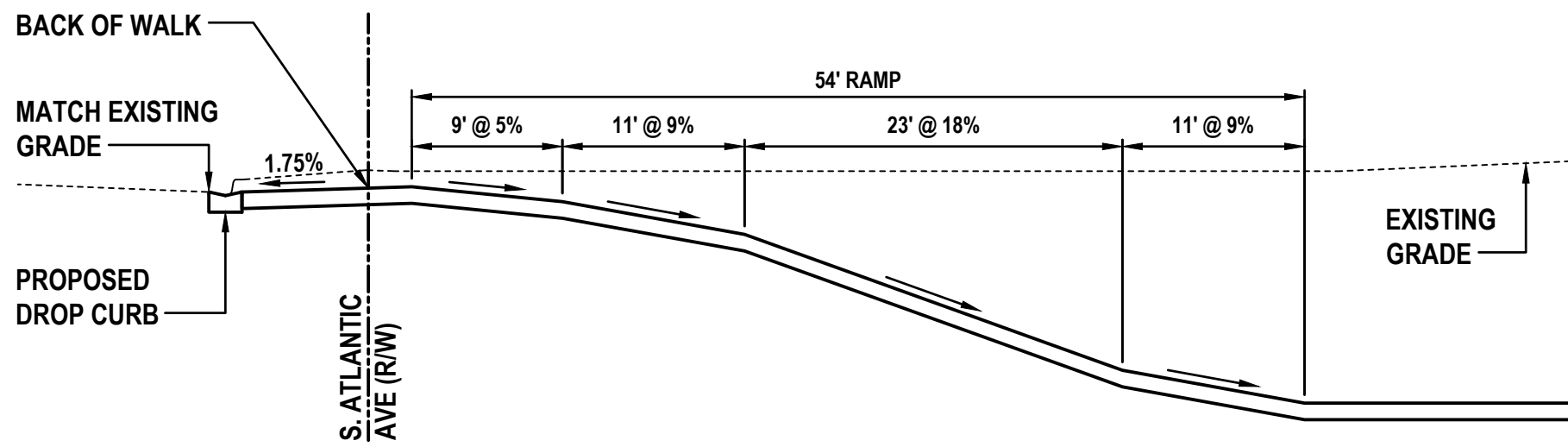
PROJECT No: 221122
DATE: JUNE 10, 2024
DESIGN BY: RWS
DRAWN BY: JMB
CHECKED BY: RWS
SCALE: 1" = 20'
SHEET NUMBER:

C500



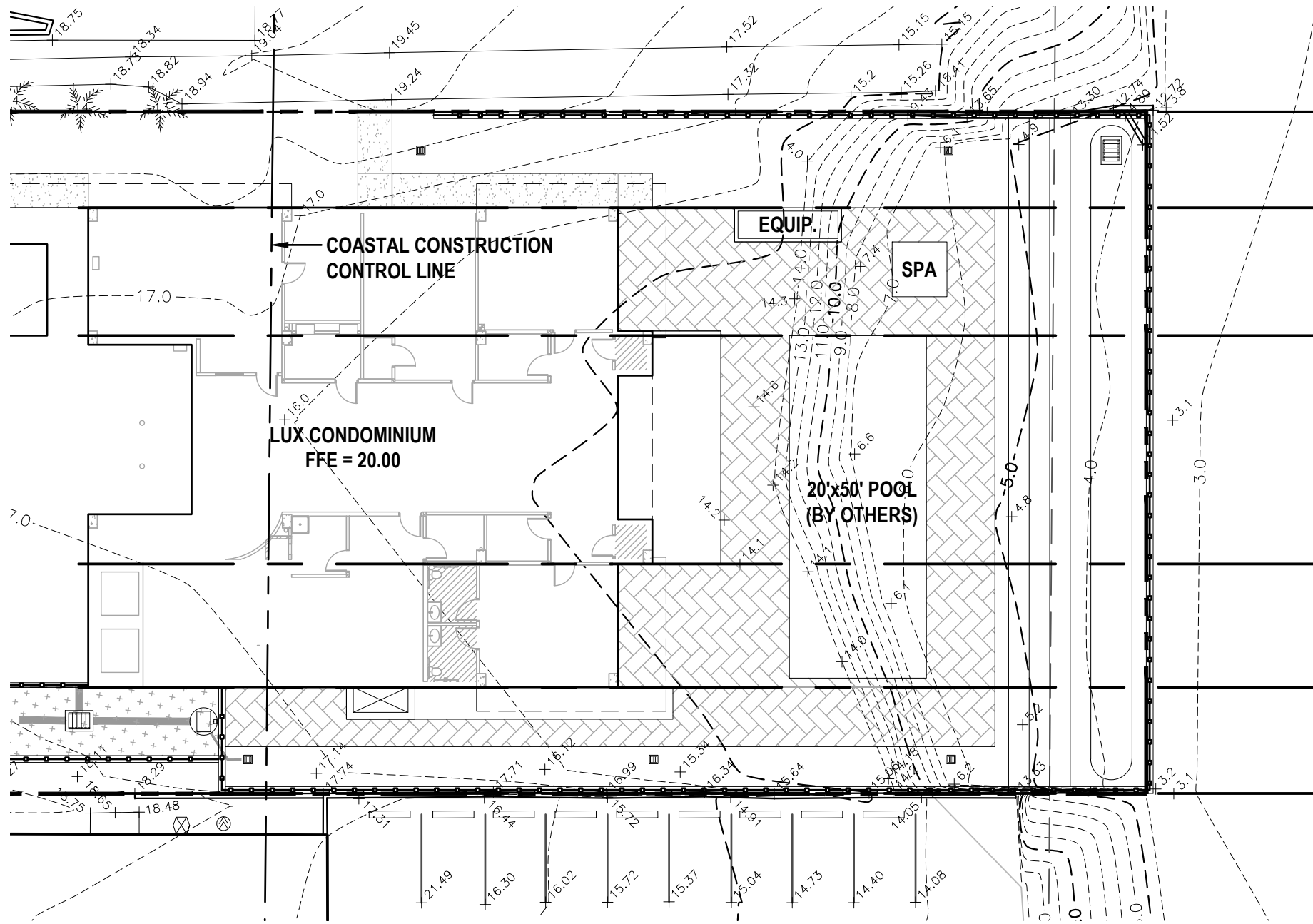
SECTION - A

H. SCALE: 1" = 10'
V. SCALE: 1" = 5'



SECTION - C

H. SCALE: 1" = 20'
V. SCALE: 1" = 10'



SECTION - D

SECTION - E

SECTION - F

SECTION - G

SECTION - H

SECTION - I

SECTION - J

SECTION - K

SECTION - L

SECTION - M

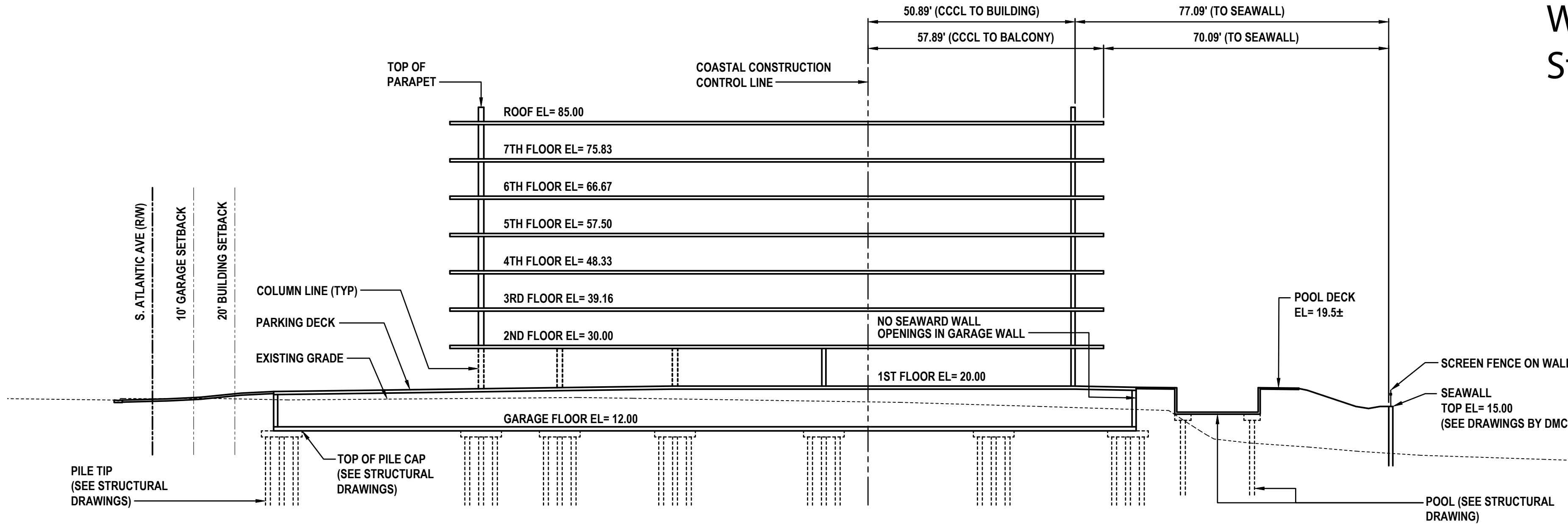
SUMMARY OF EARTHWORK EASTWARD OF CCCL					
	SEC-D TO SEC-E	SEC-F TO SEC-G	SEC-H TO SEC-I	SEC-J TO SEC-K	SEC-L TO SEC-M
FILL	360	451	660	400	429
CUT	0	208	432	200	0
NET	360	242	228	200	429
TOTAL NET FILL (CUYD)					1459

LEGEND:

- DENOTES CUT MATERIALS
- DENOTES FILL MATERIALS

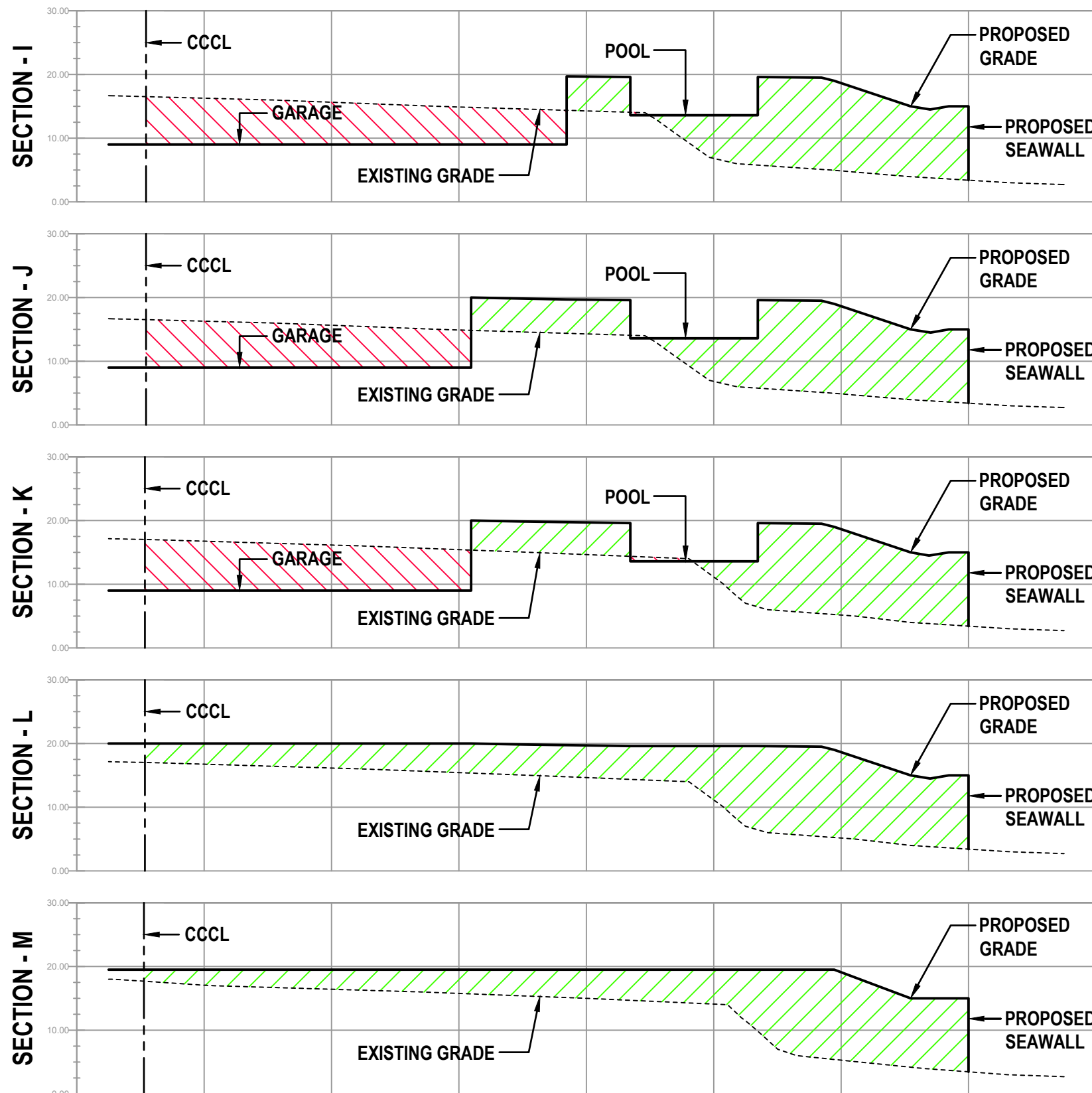
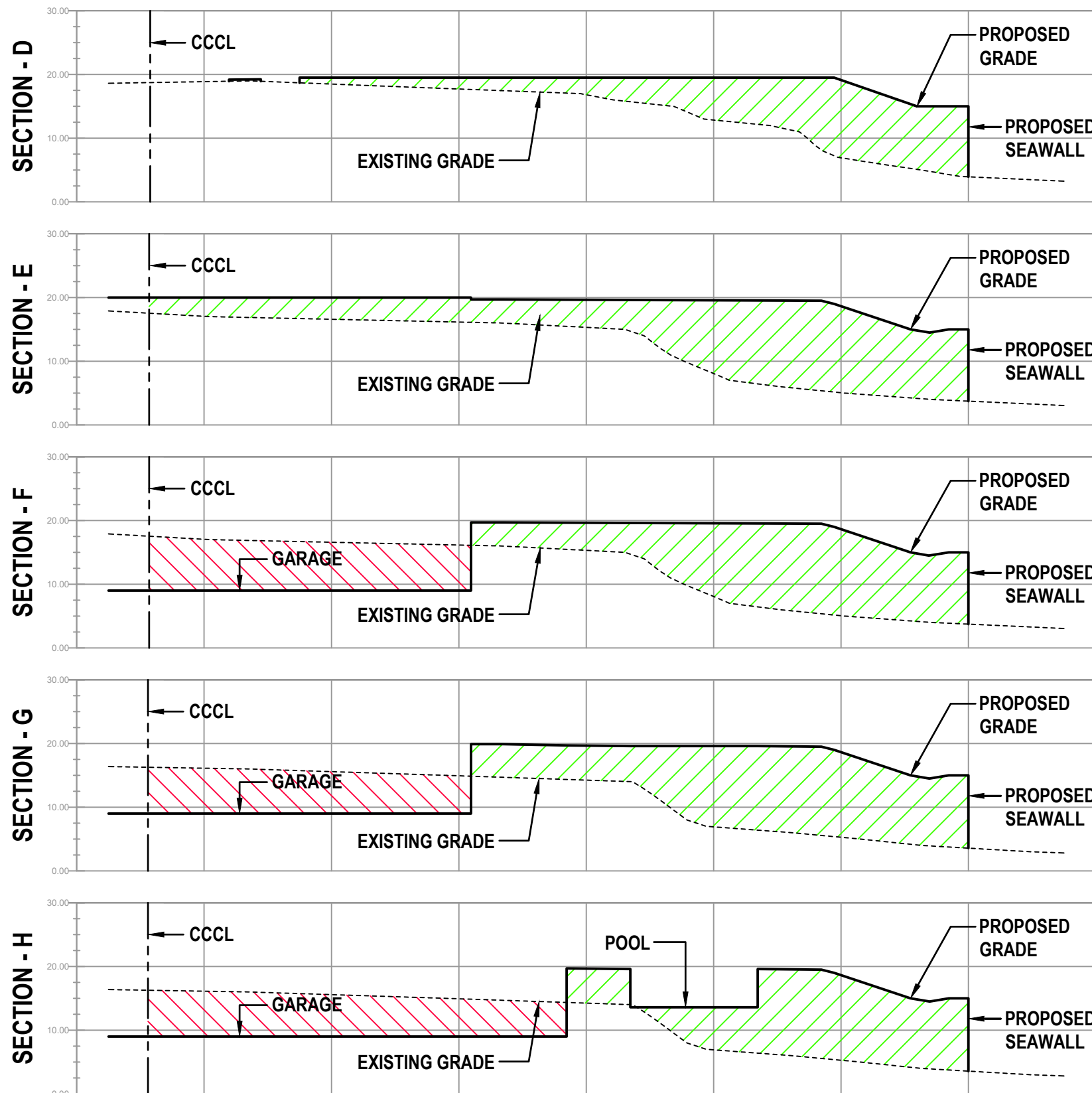
EAST OF CCCL SECTIONS:

SCALE: 1" = 20'



SECTION - B

SCALE: 1" = 20'



NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTICE:
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REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Roger W Strcula
Digitally signed by Roger W Strcula
Date: 2024.10.31 12:50:13 -04'00'



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Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612

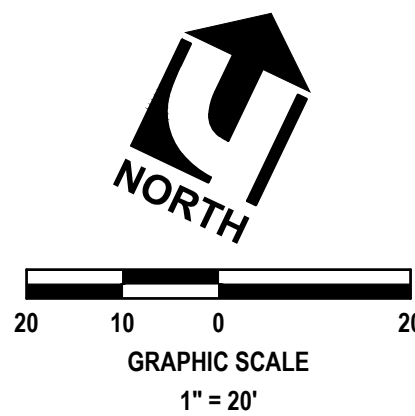
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SECTIONS, DETAILS & NOTES

LUX CONDOMINIUM
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No:	221122
DATE:	JUNE 10, 2024
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	VARIES
SHEET NUMBER:	

C501



WARNING!! CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH BURIED GAS MAINS, OVERHEAD POWER LINES AND UNDERGROUND UTILITIES.

Roger W Strcula
Digitally signed by Roger W Strcula
Date: 2024.10.31 12:50:27 -04'00'



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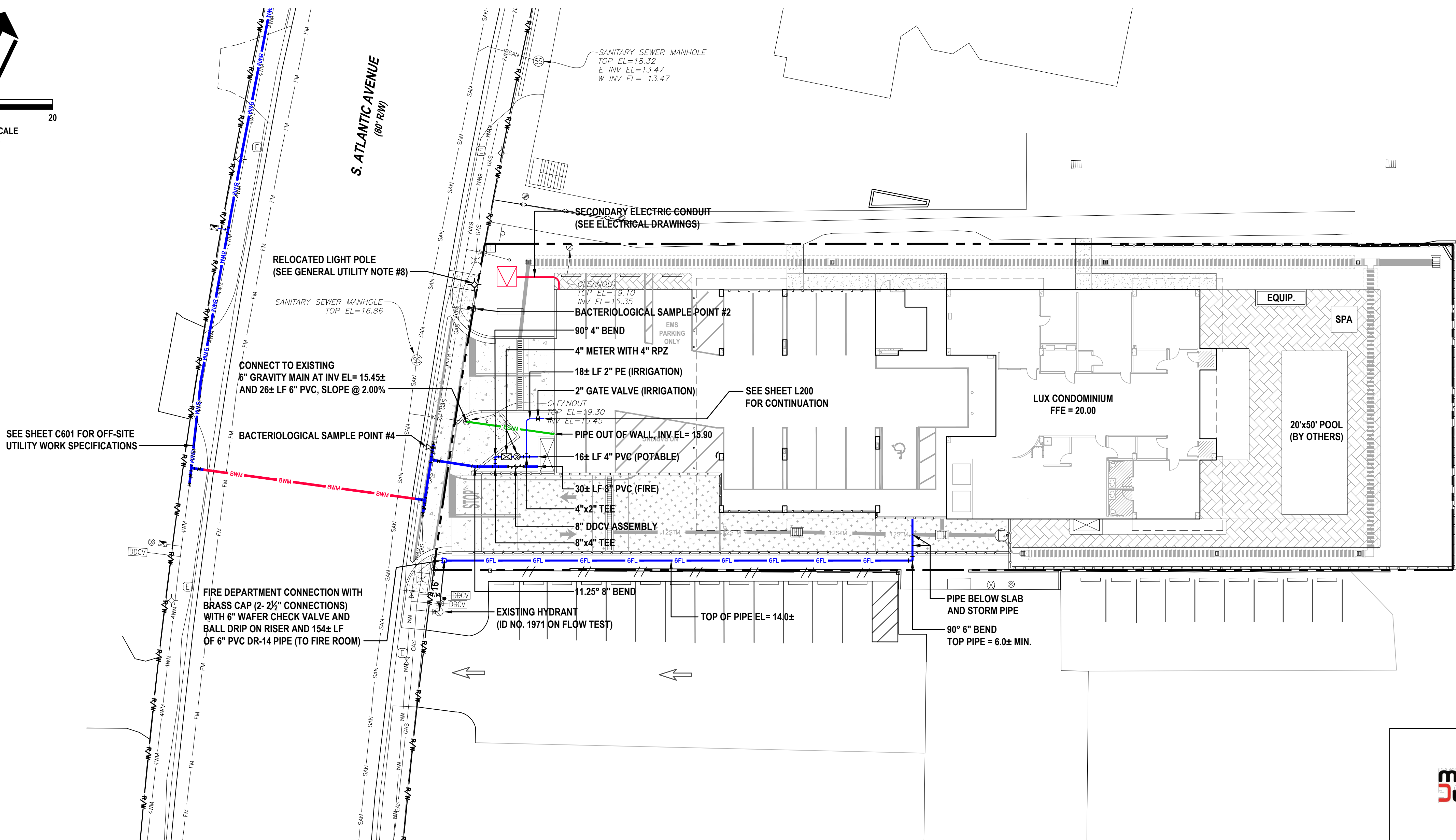
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SITE UTILITIES PLAN
LUX CONDOMINIUM
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No: 221122
DATE: JUNE 10, 2024
DESIGN BY: RWS
DRAWN BY: JMB
CHECKED BY: RWS
SCALE: 1" = 20'
SHEET NUMBER:

C600



UTILITIES LEGEND:

- ⊙ PROPOSED RPZ
- PROPOSED DDCV ASSEMBLY
- PROPOSED FDC
- ▲ PROPOSED FIRE HYDRANT
- ⋈ PROPOSED WATER VALVE
- ▽ BACTERIOLOGICAL SAMPLE POINT
- ⊞ PROPOSED WATER METER

PIPE LEGEND:

(36" MIN COVER, ALL UTILITIES)

- 2"WM 2" PE PIPE (IRRIGATION)
- 4"WM 4" PVC C-900 DR-18 PIPE
- 6"FL 6" PVC C-900 DR-14 PIPE (FIRE)
- 8"WM 8" PVC C-900 DR-18 PIPE
- 8"WM 8" HDPE DR-11 PIPE
- 6"SAN 6" PVC SDR-26 PIPE

NOTE:
THE SITE ELECTRICAL CONTRACTOR SHALL COORDINATE THE INSTALLATION OF CONDUITS WITH THE BUILDING ELECTRICAL CONTRACTOR.

NOTE:
VARIOUS UTILITY CONFLICTS MUST CONFORM THE CITY OF PORT ORANGE'S STANDARD CONSTRUCTION DETAILS ST-1.2 AND ST-1.3 FOR VERTICAL AND HORIZONTAL SEPARATION DISTANCES RESPECTIVELY. (SEE SHEET C-700 FOR DETAILS)

GENERAL FIRE PROTECTION NOTES:

- LICENSED UNDERGROUND FIRE CONTRACTOR MUST SUBMIT PLANS FOR APPROVAL TO OBTAIN A PERMIT FOR THE INSTALLATION OF THE UNDERGROUND FIRE SERVICE MAIN AND APPURTENANCES (FFPC 1:13.1.1.1)
- LICENSED FIRE SPRINKLER CONTRACTOR MUST SUBMIT PLANS FOR APPROVAL TO OBTAIN A PERMIT FOR THE INSTALLATION OF THE AUTOMATIC FIRE SPRINKLER SYSTEM (FFPC 1:13.1.1.1)
- LICENSED FIRE ALARM CONTRACTOR MUST SUBMIT PLANS FOR APPROVAL TO OBTAIN A PERMIT FOR THE INSTALLATION OF THE FIRE ALARM SYSTEM (FFPC 1:13.1.1.1)
- BUILDING PERMIT WILL NOT BE RELEASED FOR CONSTRUCTION UNTIL FIRE PERMITS HAVE BEEN APPLIED FOR IN COMPLIANCE WITH FFPC 1:1.7.12.10.
- EACH FDC AND PIV SHALL HAVE A PERMANENT HIGHLY VISIBLE METAL TAG AFFIXED TO THE DEVICE TO INDICATE THE BUILDING NUMBER OR ADDRESS.
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- THE UTILITY CONTRACTOR SHALL COORDINATE WITH THE LANDSCAPE CONTRACTOR TO ENSURE A 3' MINIMUM CLEARANCE IS OBTAINED FROM ANY PLANTINGS TO THE FDC AND PIV DEVICES. NO TREE SHALL BE PLANTED WITHIN 7' OF THE DEVICES, REFER TO THE LANDSCAPE DRAWINGS. ANY ADJUSTMENT OF PLANTINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
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- TEMPORARY STANDPIPE TO BE INSTALLED AT 3RD FLOOR POUR AND TO BE CONTINUOUS 1 FLOOR BELOW DURING CONSTRUCTION.
- APPROVED STAIRS SHALL BE IN PLACE DURING CONSTRUCTION.
- LARGE CONSTRUCTION ADDRESS NUMBERS TO BE ON FRONT NORTH AND SOUTH SIDES OF FENCING DURING CONSTRUCTION.

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- THE GENERAL CONTRACTOR WILL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY OF DAYTONA BEACH SHORES AND CITY OF PORT ORANGE UTILITY DEPARTMENTS A MINIMUM OF 2 WEEKS PRIOR TO THE GENERAL CONTRACTOR'S START OF CONSTRUCTION AND PRIOR TO APPROVAL OF THE SHOP DRAWINGS AND DELIVERY OF ANY UTILITY MATERIAL. THE GENERAL CONTRACTOR AND UTILITY SUBCONTRACTOR IS REQUIRED TO ATTEND THIS MEETING.
- ALL UTILITIES MATERIAL, TESTING AND CONSTRUCTION SHALL BE IN STRICT COMPLIANCE WITH THE CITY OF DAYTONA BEACH SHORES CONSTRUCTION SPECIFICATIONS FOR WATER THE AND CITY OF PORT ORANGE CONSTRUCTION SPECIFICATIONS FOR WASTEWATER, LATEST REVISION RESPECTIVELY; INCLUDING THE APPLICABLE FDEP REQUIREMENTS.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THE UTILITIES ARE INSTALLED IN THE LOCATIONS INDICATED AND WITHIN ANY APPLICABLE EASEMENTS.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION FROM DIGITAL COORDINATES BY A SURVEYOR UTILIZING AS A MINIMUM A GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE SOLELY AT THE SURVEYOR'S RISK.
- SEE ARCHITECTURAL DRAWINGS FOR CONTINUATION OF ELECTRICAL, WATER / FIRE SERVICES AND SANITARY LATERAL INTO BUILDING.
- CONDUITS FOR ELECTRIC AND TELEPHONE SHALL HAVE A PULL CABLE CAPABLE OF 200 LB MIN WEIGHT FOR FRANCHISE UTILITIES TO UTILIZE.
- ALL CLEANOUTS SHALL BE PVC RISER AND CAP WITHIN LAWN AREAS. ALL CLEANOUTS SHALL BE CAST IRON RISER AND CAP WITHIN PAVEMENT AREAS.
- COORDINATE UTILITY WORK WITHIN THE RIGHT-OF-WAY WITH CITY OF DAYTONA BEACH SHORES DEPUTY DIRECTOR OF PUBLIC WORKS TOM BROWN AT 386.763.7578 PRIOR TO THE START OF ANY UTILITY WORK. LIGHT POLE REMOVAL AND RELOCATION/INSTALLATION SHALL BE THE RESPONSIBILITY OF AND AT THE COST OF THE DEVELOPER. PRIOR TO BOTH REMOVAL AND RELOCATION/INSTALLATION, COORDINATION SHALL BE MADE WITH THE CITY'S DEPUTY PUBLIC WORKS DIRECTOR, TOM BROWN AT TBROWN@CITYOFDBS.ORG OR TEL. 386-763-7578.

PROJECTED UTILITIES USAGE

SERVICES	USAGE (GALLONS PER DAY)
DOMESTIC WATER	110 @ 3.5 PER UNIT @ 30 UNITS = 11,550 GPD
WASTER WATER	100 @ 3.5 PER UNIT @ 30 UNITS = 10,500 GPD

FIRE DEMAND

NEEDED	AVAILABLE
1,200 GPM	2,650 GPM

PER PORT ORANGE, FLORIDA LAND DEVELOPMENT CODE / CHAPTER 11 / SECTION 3 / TABLE 11-1

MAINTAIN 3' BUFFER OF CLEARED LANDSCAPING AROUND ALL METERS, BACKFLOW PREVENTERS, CLEANOUTS AND MANHOLES

ELEVATIONS SHOWN HEREON BASED ON NAVD 1988 DATUM

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.



887 BRENTWOOD DR.
DAYTONA BEACH FL. 32117
PHONE 386-252-7047
FAX 386-98-0322
MasterCraftFL.com
194487-0001-2010

Customer: Upham Inc. location of hydrants dictated by city Date 10/24/2024
HYDRANT & LOCATION: Flowed: Hydrant hydrant #3026 on Liberty
Stat taken: hydrant #1971 @ Hyatt Place
TEST BY: Master Craft Day or Week: Thur TIME OF DAY: 2:26 PM MIN. OF FLOW: 2
WATER SUPPLIED BY: city
PURPOSE OF TEST: design

DATA			
FLOW HYDRANT(S)	A1	A2	A3
SIZE OPENING:	2.5	2.5	2.5
COEFFICIENT:	0.90	0.9	0.9
PITOT READING:	48		
GPM:	1163	0	0

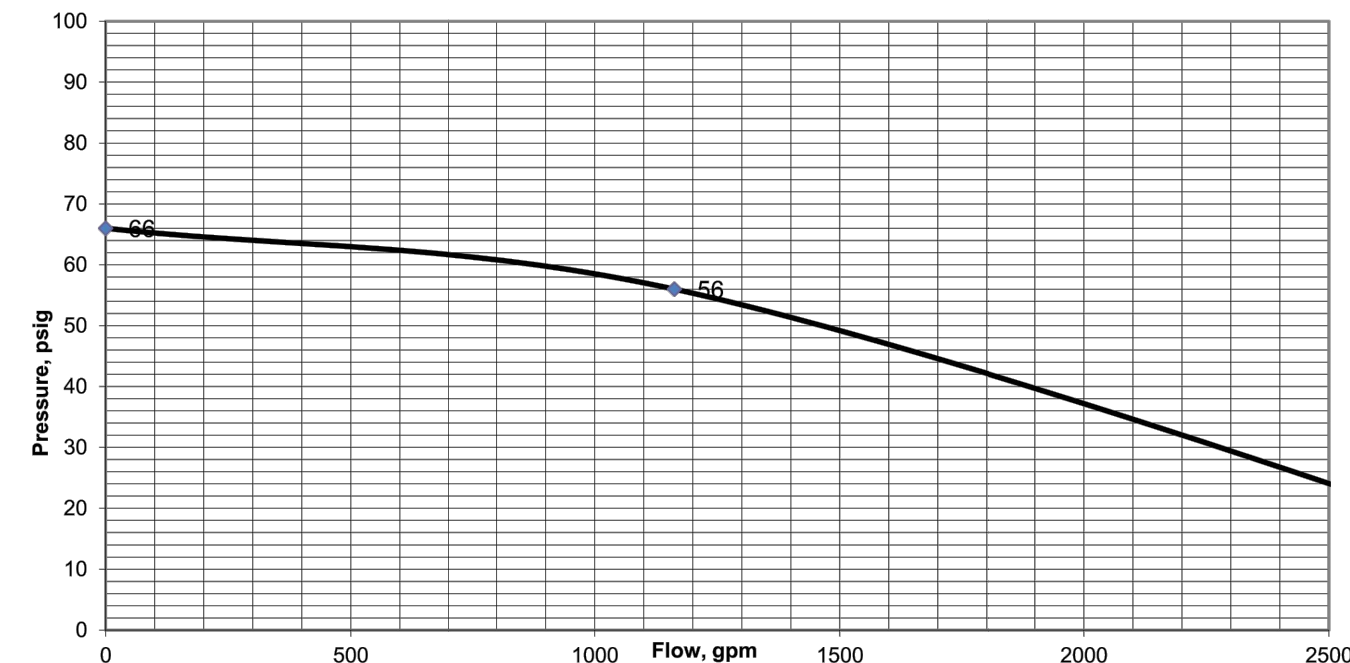
TOTAL FLOW DURING TEST: 1163 GPM

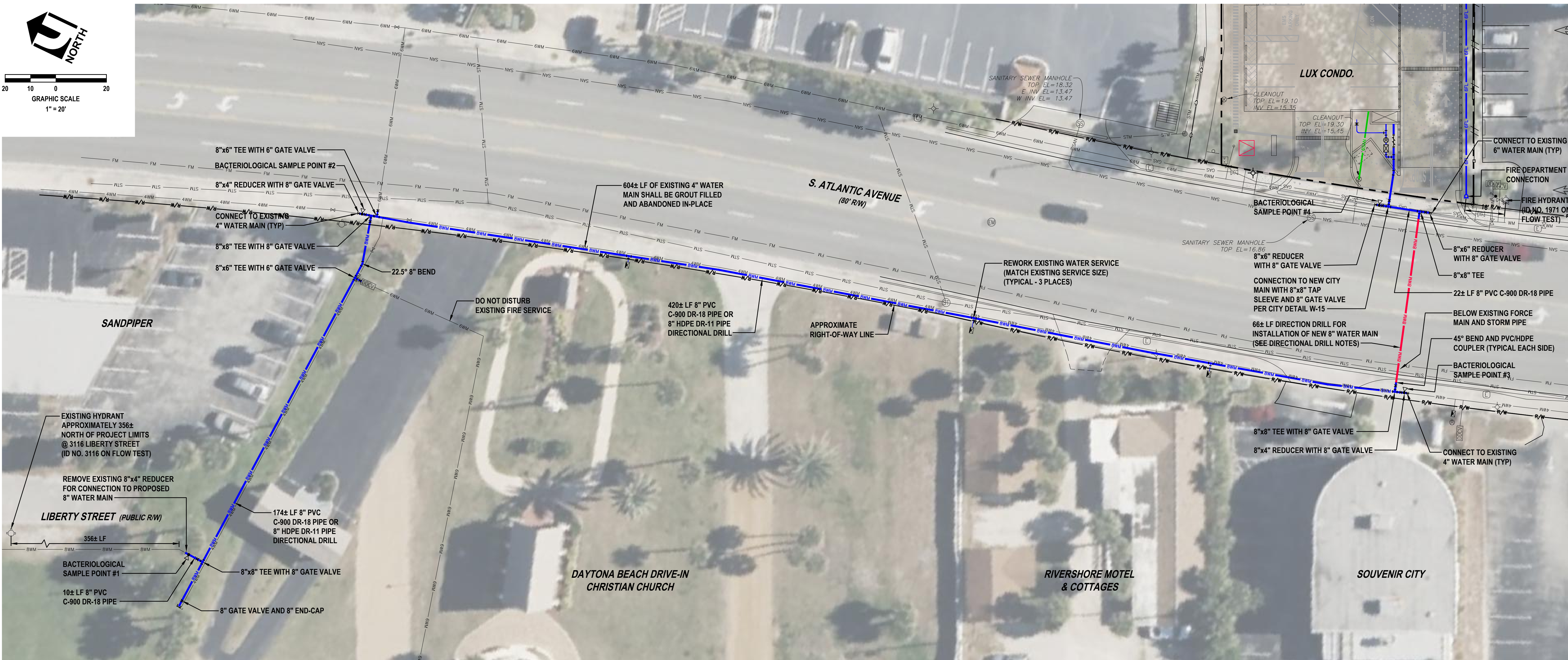
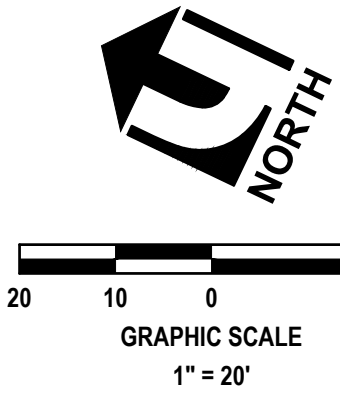
STATIC READING: 66 PSI RESIDUAL: 56 PSI

RESULTS: AT 20 PSI RESIDUAL: 2650.2 GPM AT 0 PSI: 3221 GPM

ESTIMATED CONSUMPTION: 2325 GAL. 15.15 % difference

REMARKS: Calibrated equipment used during testing. Graph projection less accurate if Stat and Res. <20% different





UTILITIES LEGEND:

- ⊗ PROPOSED RPZ
- PROPOSED DDCV ASSEMBLY
- PROPOSED FDC
- ▲ PROPOSED FIRE HYDRANT
- ⋈ PROPOSED WATER VALVE
- ▽ BACTERIOLOGICAL SAMPLE POINT
- ⊞ PROPOSED WATER METER

PIPE LEGEND:

(36" MIN COVER, ALL UTILITIES)

- 2" PE PIPE (IRRIGATION)
- 4" PVC C-900 DR-18 PIPE
- 6" PVC C-900 DR-14 PIPE (FIRE)
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- 8" HDPE DR-11 PIPE
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NOTE:
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- COORDINATE UTILITY WORK WITHIN THE RIGHT-OF-WAY WITH CITY OF DAYTONA BEACH SHORES DEPUTY DIRECTOR OF PUBLIC WORKS TOM BROWN AT 386.763.7578 PRIOR TO THE START OF ANY UTILITY WORK. LIGHT POLE REMOVAL AND RELOCATION/INSTALLATION SHALL BE THE RESPONSIBILITY OF AND AT THE COST OF THE DEVELOPER. PRIOR TO BOTH REMOVAL AND RELOCATION/INSTALLATION, COORDINATION SHALL BE MADE WITH THE CITY'S DEPUTY PUBLIC WORKS DIRECTOR, TOM BROWN AT TBROWN@CITYOFDBS.ORG OR TEL. 386-763-7578.

DIRECTIONAL DRILL NOTES:

- WATER HDPE PIPE SHALL BE DR 11 200 PSI PRESSURE MINIMUM 8" ID WITH BLUE STRIPE AND MEET FDEP STANDARDS FOR POTABLE WATER USE.
- COORDINATE WITH CITY OF PORT ORANGE INSPECTOR FOR BEST LOCATION OF DIRECTIONAL DRILL PIT PRIOR TO COMMENCING, VERIFY THE LOCATION OF EXISTING UTILITIES TO CLEAR VERTICAL CROSSING.
- PIPE MATERIAL SHALL BE IN ACCORDANCE WITH ASTM D3035 AND ASTM F714 SPECIFICATIONS AND THE MANUFACTURER'S SPECIFICATIONS, CHEVRON PHILLIPS DRISCOPE PE PIPING OR EQUAL.
- IT IS THE CONTRACTOR'S DISCRETION TO OPEN TRENCH AND BURY PIPE OR DIRECTIONAL DRILL ALL UTILITY WORK. OPEN TRENCHES WILL BE REQUIRED FOR CONNECTION SERVICES AND FITTINGS.
- PIPE JOINTS SHALL BE FUSION WELDED PER MANUFACTURER'S SPECIFICATIONS.
- MINIMUM DRILL DEPTH SHALL BE 10 TIMES THE DIAMETER OF THE BACK REAMER.
- INSTALL PVC / HDPE COUPLER AT END JOINTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- ONLY A CONTRACTOR CERTIFIED TO PERFORM THIS WORK SHALL BE EMPLOYED.
- ALL DISTURBED LANDSCAPE AND PAVEMENT AREAS SHALL BE RESTORED TO PREDEVELOPMENT CONDITIONS WITH EQUAL MATERIAL AND THICKNESS.
- PRESSURE TEST, CHLORINATE AND BACT-SAMPLING OF NEW MAIN PER FDEP REQUIREMENTS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL.
- THE CONTRACTOR SHALL COORDINATE WITH THE FDOT AND CITY OF PORT ORANGE INSPECTORS FOR A PRE-INSTALLATION MEETING AND DURING THE INSTALLATION.
- THE CONTRACTOR SHALL PROVIDE THE ENGINEER A LOG FOR THE HORIZONTAL AND VERTICAL LOCATIONS FOR THE PIPE.

WARNING!! CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH BURIED GAS MAINS, OVERHEAD POWER LINES AND UNDERGROUND UTILITIES.

MAINTAIN 3' BUFFER OF CLEARED LANDSCAPING AROUND ALL METERS, BACKFLOW PREVENTERS, CLEANOUTS AND MANHOLES

ELEVATIONS SHOWN HEREON BASED ON NAVD 1988 DATUM

NOTE:
SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

NOTE:
ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING OR THE UTILIZATION OF THE GLOBAL POSITIONING SYSTEM (GPS) ARE AT THE SURVEYOR'S OWN RISK.



REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Digitally signed by Roger W Strcula Date: 2024.10.31



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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OFF-SITE UTILITIES PLAN

LUX CONDOMINIUM

3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No:	221122
DATE:	JUNE 10, 2024
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	1" = 20'
SHEET NUMBER:	

C601

FDEP WATER NOTES:

1.

ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT WILL CONFORM TO APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
2.

ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL COME INTO CONTACT WITH DRINKING WATER WILL CONFORM TO NSF INTERNATIONAL STANDARD 61.
3.

ALL PROPOSED WATER MAINS SHALL BE FLUSHED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH AWWA SPECIFICATIONS C-651 AND THE FDEP PROTECTION REQUIREMENTS.
4.

POTABLE WATER PIPES SHALL BE HYDROSTATICALLY TESTED FOR PRESSURE AND LEAKAGE IN ACCORDANCE WITH AWWA STANDARD C600 FOR DUCTILE IRON PIPES AND C605 FOR PVC PIPES, RESPECTIVELY.
5.

ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL CONTAIN NO MORE THAN 8.0% LEAD, AND ANY SOLDER OR FLUX USED IN THIS PROJECT WILL CONTAIN NO MORE THAN 0.2% LEAD.
6.

ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(B)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR. (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.)
7.

POTABLE WATER PIPES MUST BE MANUFACTURED IN ACCORDANCE WITH THE FOLLOWING AWWA SPECIFICATIONS:

A.

DUCTILE IRON PIPE (3 INCHES TO 34 INCHES) - AWWA C150 AND AWWA C151;

B.

PVC PIPE

(1)

AWWA C900/ASTM 1784 (1 INCH TO 12 INCHES) WITH CL200 MINIMUM;

(2)

AWWA C905 (14 INCHES TO 48 INCHES);

8.

ALL FIRE HYDRANTS THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL HAVE UNPLUGGED, UNDERGROUND DRAINS WILL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, PIPELINE CONVEYING RECLAIMED WATER OR VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-10, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."

9.

NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE INSTALLED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS OR IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDED PROCEDURES.
10.

A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT; BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE; AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURERS' RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT.

11.

ALL WATER MAIN TEES, BENDS, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT WILL BE PROVIDED WITH RESTRAINED JOINTS TO PREVENT MOVEMENT.

12.

NEW OR ALTERED WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL BE CONSTRUCTED OF ASBESTOS-CEMENT OR POLYVINYL CHLORIDE PIPE WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C603 OR C605, RESPECTIVELY, AND ALL OTHER NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.

13.

NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER); A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
14.

NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE INSTALLED AS INDICATED IN SCHEDULE FOR F.A.C. RULE 62-555.314 THIS DRAWING.

15.

AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

16.

IF CONNECTION OF THE PROPOSED ACTIVITY TO THE WATER MAIN WILL RESULT IN A DEPRESSURIZATION OF THE EXISTING SYSTEM BELOW 20 POUNDS PER SQUARE INCH, ONE OF THE FOLLOWING MUST OCCUR;

A.

PRECAUTIONARY BOIL WATER NOTICES MUST BE ISSUED IN CASES OF PLANNED DISTRIBUTION INTERRUPTIONS, WHICH ARE DEEMED AN IMMINENT PUBLIC HEALTH THREAT BY THE DEP CENTRAL DISTRICT OR WILL AFFECT THE BACTERIOLOGICAL QUALITY OF THE DRINKING WATER UNLESS THE PUBLIC WATER SYSTEM CAN DEMONSTRATE, BY SOUND ENGINEERING JUDGMENT, THAT THE INTEGRITY OF THE WATER SYSTEM HAS BEEN MAINTAINED; OR

B.

IN CASE OF BRIEF INTERRUPTION IN SERVICE, ADVISORIES (NOT BOIL WATER NOTICES) SHOULD BE ISSUED IF TEMPORARY CHANGES IN WATER QUALITY ARE EXPECTED TO OCCUR AND NOT DEEMED AN IMMINENT PUBLIC HEALTH RISK.
- FDEP WASTEWATER NOTES:
1.

APPROPRIATE DEFLECTION TEST ARE SPECIFIED FOR ALL FLEXIBLE PIPE. TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. TESTING REQUIREMENTS SPECIFY: 1) NO PIPE SHALL EXCEED A DEFLECTION OF 5%; 2) USING RIGID BALL OR MANDREL FOR THE DEFLECTION TEST WITH A DIAMETER NOT LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATIONS, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURE; AND 3) PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.

2.

LEAKAGE TEST ARE SPECIFIED REQUIRING THAT: 1) THE LEAKAGE EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM; 2) EXFILTRATION OR INFILTRATION TEST BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET; AND 3) AIR TEST, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-828 FOR CLAY PIPE, ASTM C 924 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE, AND OTHER MATERIAL APPROPRIATE TEST PROCEDURES.

3.

MANHOLE INSPECTION AND TESTING FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE ARE REQUIRED. AIR TESTING SPECIFIED FOR CONCRETE SEWER MANHOLES, SHALL CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.

4.

SUITABLE COUPLINGS COMPLYING WITH ASTM SPECIFICATIONS ARE REQUIRED FOR JOINING DISSIMILAR MATERIALS.

5.

CONCRETE MANHOLES SHALL HAVE THE FOLLOWING: 1) MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS SEALED WITH NON-SHRINK MORTAR OR OTHER APPROPRIATE MATERIAL; 2) INLET AND OUTLET PIPES BE JOINED TO THE MANHOLE WITH A GASKETED FLEXIBLE WATERTIGHT CONNECTION OR ANOTHER WATERTIGHT CONNECTION ARRANGEMENT THAT ALLOWS DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE WALL; 3) WATERTIGHT MANHOLE COVERS BE USED WHEREVER THE TOPS MAY BE FLOODED BY STREET RUNOFF OR HIGH WATER.
-
- BACTERIOLOGICAL
SAMPLE POINT DETAIL:
- NOT TO SCALE
- LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE
WITH F.A.C. RULE 62-555.314 SCHEDULE:
- | OTHER PIPE | HORIZONTAL SEPARATION | CROSSINGS (1) | JOINT SPACING
AT CROSSINGS
(FULL JOINT CENTERED) |
|---|-----------------------|---------------|--|
| STORM SEWER,
STORMWATER FORCE
MAIN, RECLAIMED WATER
(2) | | | |
| VACUUM SANITARY SEWER | | | |
| GRAVITY OR PRESSURE
SANITARY SEWER, SANITARY
SEWER FORCE MAIN,
RECLAIMED WATER (4) | | | |
| ON-SITE SEWAGE TREATMENT
AND DISPOSAL SYSTEM | 10 FT MINIMUM (3) | — | — |
- (1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.

(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) 3 FT FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.

(4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- TABLE 1: CLASSES OF EMBEDMENT AND BACKFILL MATERIALS
- | ASTM D 2321
MATERIAL
CLASS | ASTM D 2487
USCS
SOIL GROUP | MATERIAL TYPE | % PASSING | | | ATTERBERG LIMITS | |
|----------------------------------|-----------------------------------|--------------------------------------|-----------|---------------------------------|---------------|------------------|----|
| | | | 1 1/2 IN. | NO. 4 | NO. 200 | LL | PI |
| IA | NONE | MANUFACTURED OPEN GRADED AGGREGATES | 100% | ≤10% | <5% | NON PLASTIC | |
| IB | NONE | MANUFACTURED DENSE GRADED AGGREGATES | 100% | ≤50% | <5% | NON PLASTIC | |
| II | GW | COARSE-GRAINED SOILS, CLEAN | 100% | <50% OF
"COARSE
FRACTION" | <5% | NON PLASTIC | |
| | GP | | | | | | |
| | SW | | | >50% OF
"COARSE
FRACTION" | | | |
| | SP | | | >50% OF
"COARSE
FRACTION" | | | |
| III | GM | COARSE-GRAINED SOILS W/ FINES | 100% | <50% OF
"COARSE
FRACTION" | 12% TO
50% | <4 OR <"A" LINE | |
| | GC | | | <50% OF
"COARSE
FRACTION" | | <7 OR >"A" LINE | |
| | SM | | | >50% OF
"COARSE
FRACTION" | | >4 OR <"A" LINE | |
| | SC | | | >50% OF
"COARSE
FRACTION" | | >7 OR >"A" LINE | |
| IV-A | ML | FINE-GRAINED SOILS | 100% | 100% | >50% | <4 OR <"A" LINE | |
| | CL | | | | | >7 OR >"A" LINE | |
- GENERAL WATER NOTES:
1.

THE CITY OF PORT ORANGE WATER UTILITY DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.

2.

ALL WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDEP REGULATIONS AND THE CITY OF PORT ORANGE UTILITY DETAILS AND SPECIFICATIONS (LATEST EDITION).

3.

CONTRACTOR IS TO VERIFY THE LOCATION (HORIZONTAL AND VERTICAL) OF ALL EXISTING UTILITIES (UNDERGROUND AND OVERHEAD) PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER.

4.

CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ANY EXISTING PAVEMENT, SIDEWALK, CURBING, UTILITIES AND DRAINAGE SYSTEMS DAMAGED DURING CONSTRUCTION. ALL DAMAGED AREAS TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.

5.

LOCATION OF TELEPHONE, T.V. CABLE AND ELECTRICAL SERVICE CONNECTIONS TO BE DETERMINED BY APPROPRIATE UTILITIES PERSONNEL IN COOPERATION WITH CONTRACTOR.

6.

ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.

7.

ALL TRENCHES SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND COMPACTED TO MINIMUM COMPACTION OF 98% WITHIN PAVED AND 95% WITHIN UNPAVED AREAS OF THE OPTIMUM DENSITY OF THAT MATERIAL BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.

8.

WATER SERVICES FROM 3/4" TO 2" POLYETHYLENE (ENDOT ENDOPURE) WITH 30" MINIMUM COVER.

9.

WATER MAIN FROM 4" TO 12" SHALL BE PVC CLASS 150 (DR 18) WITH 36" MINIMUM COVER.

10.

ALL WATER AND FIRE SERVICES ARE REQUIRED TO HAVE A HARD BODY GATE VALVE OFF THE MAIN LINE.

11.

ALL VALVES SHALL BE BOLTED TO TEES.

12.

ALL POTABLE WATER PIPE SHALL HAVE "NSF POTABLE WATER" IMPRINTED ON THE PIPE.

13.

A TAPPING CONTRACTOR ACCEPTABLE TO THE CITY OF PORT ORANGE WILL BE REQUIRED FOR TAPS.

14.

THE CONTRACTOR SHALL MAKE ALL ATTEMPTS TO LOCATE BURIED UTILITIES AND NOTIFY THE UTILITY COMPANIES 48 HR. PRIOR TO CONSTRUCTION.

15.

UTILITY TRENCH CONSTRUCTION SHALL CONFORM TO CITY OF PORT ORANGE AND OSHA REQUIREMENTS.

16.

IN THE CASE WHERE SOLVENT CONTAMINATION IS FOUND IN THE TRENCH, WORK WILL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH THE APPROVAL OF THE CITY OF PORT ORANGE UTILITY DEPARTMENT, DUCTILE IRON PIPE, FITTINGS AND APPROVED SOLVENT RESISTANT GASKET MATERIAL SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE WILL EXTEND AT LEAST 100 FEET BEYOND ANY DISCOVERED SOLVENT.
- GENERAL SEWER NOTES:
1.

CITY OF PORT ORANGE SHALL BE NOTIFIED PRIOR TO ANY SEWER CONSTRUCTION.

2.

ALL SEWER CONSTRUCTION MUST COMPLY WITH FDEP REGULATIONS AND THE CITY OF PORT ORANGE UTILITY DETAILS AND SPECIFICATIONS (LATEST EDITION).

3.

WATER LINES, RECLAIMED LINES AND STORM DRAINAGE CROSSINGS SHALL FOLLOW THE C-900 OR CONCRETE ENCASEMENT REQUIREMENT PER THE CITY OF PORT ORANGE DETAILS AND FDEP REQUIREMENTS.

4.

SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY CITY OF PORT ORANGE.

5.

THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.

6.

ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY OF PORT ORANGE.

7.

SANITARY SEWER PIPE (GRAVITY AND FORCE MAIN) SHALL BE PVC SDR 26.

8.

EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY OF PORT ORANGE, THE DESIGN ENGINEER, AND THE DEVELOPER.

9.

ALL TRENCHES SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND COMPACTED TO MINIMUM COMPACTION OF 98% WITHIN PAVED AND 95% WITHIN UNPAVED AREAS OF THE OPTIMUM DENSITY OF THAT MATERIAL BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.

10.

ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR.

11.

GRAVITY MAINS MUST HAVE A TELEVISED INSPECTION. A VIDEO INSPECTION FORM MUST BE FAXED TO THE CITY OF PORT ORANGE WASTEWATER COLLECTION DEPARTMENT 48 HOURS PRIOR TO VIDEO INSPECTION. A CITY INSPECTOR MUST BE PRESENT.

12.

SEWER CLEANOUT LOCATED ON PAVEMENT AND SIDEWALK AREA SHALL BE TRAFFIC BEARING FLAT TOP BRASS CAP.

13.

FORCE MAIN SHALL BE PRESSURE TESTED PER CITY REQUIREMENTS.
- REVISIONS
- | DATE | DESCRIPTION |
|----------|--------------------|
| 08/16/24 | REV PER 7/12 CITY |
| 09/30/24 | REV PER 9/20 CITY |
| 10/15/24 | REV PER PO COMMENT |
- Roger W Strcula
Digitally signed by Roger W Strcula
Date: 2024.10.31 22:59:04-0400
-
- THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
- UPHAM INC.**
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- MISCELLANEOUS UTILITY
DETAILS AND NOTES
LUX CONDOMINIUM
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118
- PROJECT No: 221122
DATE: JUNE 10, 2024
DESIGN BY: RWS
DRAWN BY: JMB
CHECKED BY: RWS
SCALE: VARIES
- SHEET NUMBER:
- C700**
- Page 139 of 178

- THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY SANITARY SEWER CONSTRUCTION.
- CONSTRUCTION:**
1. ALL WORK PERFORMED ON SANITARY SEWER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR, OR FLORIDA LICENSED GENERAL CONTRACTOR REGISTERED WITH THE CITY.
 2. THE PLANS SHALL DIMENSION THE LOCATION, OF ALL MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT), IF NO CURBING EXISTS. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PROPOSED AND EXISTING PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE.
 3. PROFILE VIEWS SHALL BE PROVIDED FOR ALL SEWER MAINS. PROFILE VIEWS SHALL BE ON THE SAME SHEET AS THE ASSOCIATED PLAN VIEW AND SHALL INCLUDE THE FOLLOWING INFORMATION:
 - A. SIZE, SLOPE, LENGTH AND CLASS OF PIPE
 - B. MANHOLE RIM AND INVERT ELEVATIONS
 - C. UTILITY CROSSINGS WITH VERTICAL SEPARATION
 - D. SHOWN PROPOSED SEWER AND EXISTING UTILITY
 - E. EXISTING GROUND PROFILE
 - F. MATCH LINE
 - G. VICINITY MAP
 - H. PROFILE VIEW STATIONS TO COINCIDE WITH PLAN VIEW STATIONS
 4. GREASE INTERCEPTORS ARE REQUIRED FOR ALL COMMERCIAL BUILDINGS, FOOD PROCESSING OR SERVING FACILITIES AND/ OR MISCELLANEOUS USES. GREASE INTERCEPTORS CONSTRUCTED EXTERNAL TO BUILDINGS SHALL BE SIZED IN ACCORDANCE WITH FAC 64-6.6. CALCULATIONS TO DETERMINE SIZING REQUIREMENTS SHALL BE SUBMITTED AS PART OF BUILDING PERMITTING. AN INSPECTION MANHOLE MAY BE REQUIRED IMMEDIATELY DOWN STREAM OF THE GREASE INTERCEPTOR FOR INSPECTION PURPOSES, AS DEEMED APPROPRIATE BY THE CITY.
 5. ON ALL EXCAVATION AND BACKFILLING, THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ACCORDANCE TO OSHA GUIDELINE IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DESIGNER.
 6. ALL PVC PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR DEFORMATION. ANY PIPE DEEMED TO BE MISSHAPEN IN ANY WAY FOR ANY REASON SHALL BE REJECTED.
 7. NO USED, RE-USED, RUSTED, SECOND-HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY SERVICE AREA.
 8. THE CONTRACTOR SHALL AT ALL TIMES DURING PIPE LAYING OPERATIONS DEWATER THE GROUND SURFICHIPTO TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
 9. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY. MATERIAL TO CONTAIN "HYDRATITE" OR APPROVED EQUAL TO PREVENT SHRINKING. CEMENT USED IN CONCRETE MIX FOR PRECAST STRUCTURES SHALL BE TYPE II, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.
 10. MATERIAL TO CONTAIN "HYDRATITE" OR APPROVED EQUAL, TO PREVENT SHRINKING. CEMENT USED IN CONCRETE MIX FOR PRECAST STRUCTURES SHALL BE TYPE II, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.

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7. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2' AND MAXIMUM OF 0.5' ABOVE GRADE ELEVATION IN UNPAVED AREAS.
 8. ALL SANITARY SEWER MANHOLE COVERS SHALL HAVE THE WORDS "PORT ORANGE FLORIDA SANITARY SEWER" CAST INTO THEM.
 9. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
 10. NO BUG-HOLES OR HONEYCOMB WILL BE ACCEPTED.
 11. INDIVIDUAL SANITARY SERVICE ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES. THE SERVICE CONNECTION WILL BE BY USE OF WYE CONNECTIONS, UNLESS OTHERWISE APPROVED BY THE CITY.
 12. RUBBER BOOTS WITH 1/4" STAINLESS STEEL BANDS WILL BE INSTALLED IN THE JOINTS BETWEEN THE SEWER MAIN TO THE MANHOLES. COMPLETELY COVER RUBBER BOOTS A OUTSIDE CONNECTION AND SEAL INSIDE PROTRUSION WITH HYDRAULIC CEMENT.
 13. EZ-WAY PLASTIC, AS MANUFACTURED BY PRESS SEAL GASKET CORPORATION, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.
- TESTING:**
3. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR / DEVELOPER. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE.
 2. TO ENSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY, TESTS SHALL BE DONE 12" ABOVE THE PIPE AND THEN AT 12" VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED.
 3. ALL TRENCHES SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND COMPACTED TO MINIMUM 90% IN UNPAVED AREAS AND 80% IN PAVED AREAS OF THE MAXIMUM DENSITY BASED ON ASTM D 1585 MODIFIED PROCTOR TEST.
 4. TEST RESULTS SHALL BE SUBMITTED TO THE CITY AT A MINIMUM FREQUENCY OF ONE SET OF TESTS BETWEEN EACH MANHOLE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE IDENTIFICATION OR TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.
- CLOSE-OUT:**
1. ALL SEWER MAINS, PRIOR TO FINAL ACCEPTANCE BY THE CITY AND PRIOR TO ANY FINAL PAVING OPERATIONS, SHALL BE TESTED AND SUBMITTED TO THE CITY USING A "PLAN AND TILT" CAMERA WITH DEPTH GAUGE IN FRONT OF THE CAMERA BY A CITY APPROVED CONTRACTOR. THE CAMERA SHALL RUN FROM CROWN STREAM MANHOLE TO UPSTREAM MANHOLE. CITY INSPECTOR SHALL BE NOTIFIED IN ADVANCE AND BE PRESENT DURING THE TELEVIEWING OF THE SEWER SYSTEM. THE VIDEO SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN VIDEO LOG DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE VIDEO SUBMISSION TO THE CITY 48 HOURS PRIOR TO COMMENCING ANY INSTALLATION OF ASPHALT OR CONCRETE PAVEMENT. THE CITY MAY REQUIRE ADDITIONAL VIDEO TAPING, VIDEO TAPING OF LATERALS, AND/OR INFLTRATION/VERIFICATION TESTS IF DEFECTS ARE APPARENT OR WORKMANSHIP IS QUESTIONABLE.
 - UPON COMPLETION AND ACCEPTANCE OF THE SYSTEM, THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY USE OF THE SYSTEM.

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1. WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S LATEST FIRE WATER FLOW CODE. ALL DEDICATED FIRE LINES SHALL BE INDEPENDENT OF ALL OTHER DOMESTIC WATER SERVICES.
2. ALL SINGLE AND DOUBLE RESIDENTIAL WATER SERVICES SHALL BE INDOT ENDORSE 1" COMMERCIAL SERVICES SHALL BE 1" OR 2" - NO 1.5" SERVICES ARE ALLOWED. POLYETHYLENE TUBING SHALL BE USED, IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - A. POLYETHYLENE TUBING SHALL BE CTS 300 HIGH DENSITY TUBING, BLUE IN COLOR, AND RATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (3' CTS)
 - B. THE TUBING SHALL COME WITH A LIFETIME WARRANTY
 - C. THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE COVER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY
3. THE TUBING SHALL HAVE UV PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF ASTM D2428, D3930, D2239, D2737, NSF 14 AND AWWA C201.
4. APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
 - A. RESILIENT SEATED GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER, PER AWWA C-515
 - B. BUTTERFLY VALVES GREATER THAN 24" DIAMETER, PER AWWA C-500
 - C. TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE
5. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1,000'.
6. AT ALL WATER MAIN TIES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
7. WATER MAINS SHALL BE C-300 PVC, BLUE IN COLOR, OR DIP PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY. WATER MAINS 30" OR GREATER SHALL BE DIP.
8. PVC FITTINGS 4-INCH THROUGH 36-INCH SHALL BE PVC (OR DIP WITH PROTECTO 401) INJECTION MOLDED OR FABRICATED AS SPECIFIED. MADE OF MATERIALS MEETING OR EXCEEDING THE REQUIREMENTS OF CELL CLASS 12454 MATERIAL, AS DEFINED IN ASTM D2738. FABRICATED FITTINGS SHALL BE MANUFACTURED WITH PIPE THAT MEETS OR EXCEEDS AWWA C-405 STANDARD, AND SHALL BE FIBERGLASS REINFORCED TO A PRESSURE RATING OF 165 PSI. ALL PVC OR MECHANICAL JOINT FITTINGS MUST COMPLY WITH OR EXCEED THE AWWA C907, UNB-14 STANDARDS AS THEY APPLY TO THE APPROPRIATE SIZE RANGE AND METHOD OF MANUFACTURE.
9. ALL HOPE PIPE UTILIZED FOR WATER, FORCE MAIN AND/OR RECLAIMED WATER MAIN EXTENSIONS SHALL BE SDR 11 WITH HD COPPERHEAD TRACER WIRE UNLESS SPECIFICALLY NOTED OTHERWISE. THE HOPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
10. ALL VALVES & LARGER SHALL BE RESILIENT SEATED GATE VALVES (FCOP STOPS ARE NOT ACCEPTABLE).
11. MISCALOUS, BOLTLESS RESTRAINED JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURIED PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURER'S RECOMMENDATION.
12. WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 48 INCHES FROM FINAL GRADE. COVERT LOCATIONS OR SPECIAL CIRCUMSTANCES NOT MEETING THESE REQUIREMENTS MAY BE APPROVED WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.

	STANDARD CONSTRUCTION DETAIL PORTABLE WATER DESIGN NOTES	FILE NAME W1.DOC
	DETAIL REF: W-1	
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	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY 6"	SANITARY FORCE 6"
WATER					6" PREFERRED 10"	6" PREFERRED 10"
STORM GRAVITY	3"	3"	3"	3"	6" PREFERRED 10"	6" PREFERRED 10"
STORM FORCE	3"	3"	3"	3"	6" PREFERRED 10"	6" PREFERRED 10"
RECLAIM	6"	6"	6"	6"	6" PREFERRED 10"	6" PREFERRED 10"
SANITARY GRAVITY 6"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"
SANITARY FORCE 6"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER NOTES (CONTINUED)	FILE NAME S1.DOC
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AIR RELEASE VALVES	
MANUFACTURER	MODEL #
ARI	D-0259 (Plastic)

GATE VALVES AND TAPPING VALVES - RESILIENT SEATED (AWWA C509 AND C515) 24" OR SMALLER	
MANUFACTURER	SEWER OR MODEL #
American AVK Co.	3, 18, 25, 45, 55, & 66
Clow	2638 and 2639
Mueller	A-2360, A-2361, T-2360, T-2361
American Flow Control	2500

JOINTS RESTRAINED - PVC ONLY	
MANUFACTURER	MODEL #
EBBA Iron Inc	Series 1500/1600/2000/2500/2800
Star Pipe	Stargrid Series 1000/1100/1200/4000
Sigma	One-Lock SLC, PV-Lock for PVC
Smith-Blair	Cam-Lock (111 & 120), Bell-Lock (115 & 165)

FORCE MAIN FITTINGS - PVC AND DIP CLASS 350 (WITH PROTECTO 401 CERAMIC EPOXY), C-900, H-905 OR C-907	
MANUFACTURER	Material, Multi-Fittings, Plastic Trends, Head, Y-tee/Union

MANHOLE AND LIFT STATION WET WELL REBARBED LINER	
MANUFACTURER	Raven 405, 3/4" minimum thick fiberglass liner (cylinder)

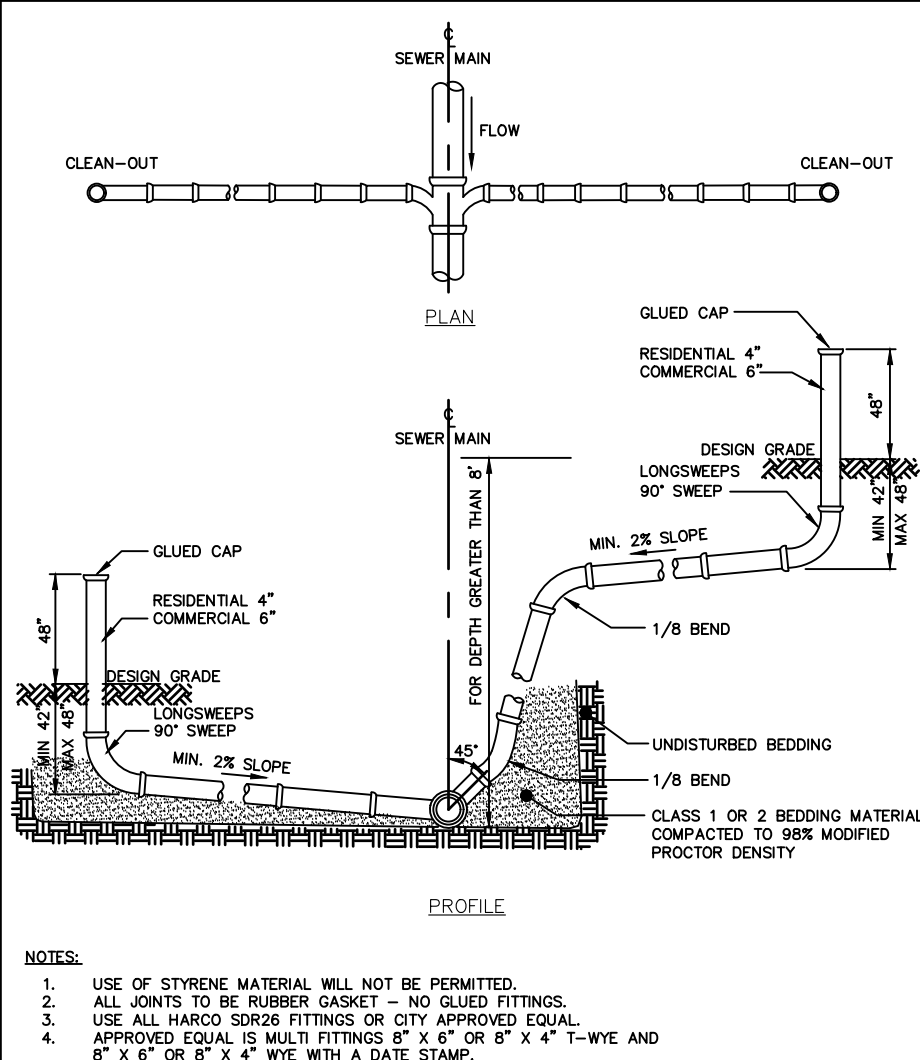
	STANDARD CONSTRUCTION DETAIL SANITARY SEWER AND FORCE MAIN APPROVED PRODUCTS	FILE NAME S1.DOC
	DETAIL REF: S-3	
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	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY 6"	SANITARY FORCE 6"
WATER					6" PREFERRED 10"	6" PREFERRED 10"
STORM GRAVITY	3"	3"	3"	3"	6" PREFERRED 10"	6" PREFERRED 10"
STORM FORCE	3"	3"	3"	3"	6" PREFERRED 10"	6" PREFERRED 10"
RECLAIM	6"	6"	6"	6"	6" PREFERRED 10"	6" PREFERRED 10"
SANITARY GRAVITY 6"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"
SANITARY FORCE 6"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"	6" PREFERRED 10"

	STANDARD CONSTRUCTION DETAIL PORTABLE WATER DESIGN NOTES (CONTINUED)	FILE NAME W1.DOC
	DETAIL REF: W-1.1	
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	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY 6"	SANITARY FORCE 6"
WATER		OVER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"
STORM GRAVITY	12"	UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM FORCE	12"	UNDER STORM GRAVITY 12"	OVER RECLAIM 6", PREFERRED 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"	OVER SANITARY FORCE 12"
RECLAIM	12"	UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"	OVER SANITARY FORCE 12"
SANITARY GRAVITY 6"	12"	UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
SANITARY FORCE 6"	12"	UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER NOTES (CONTINUED)	FILE NAME S1.DOC
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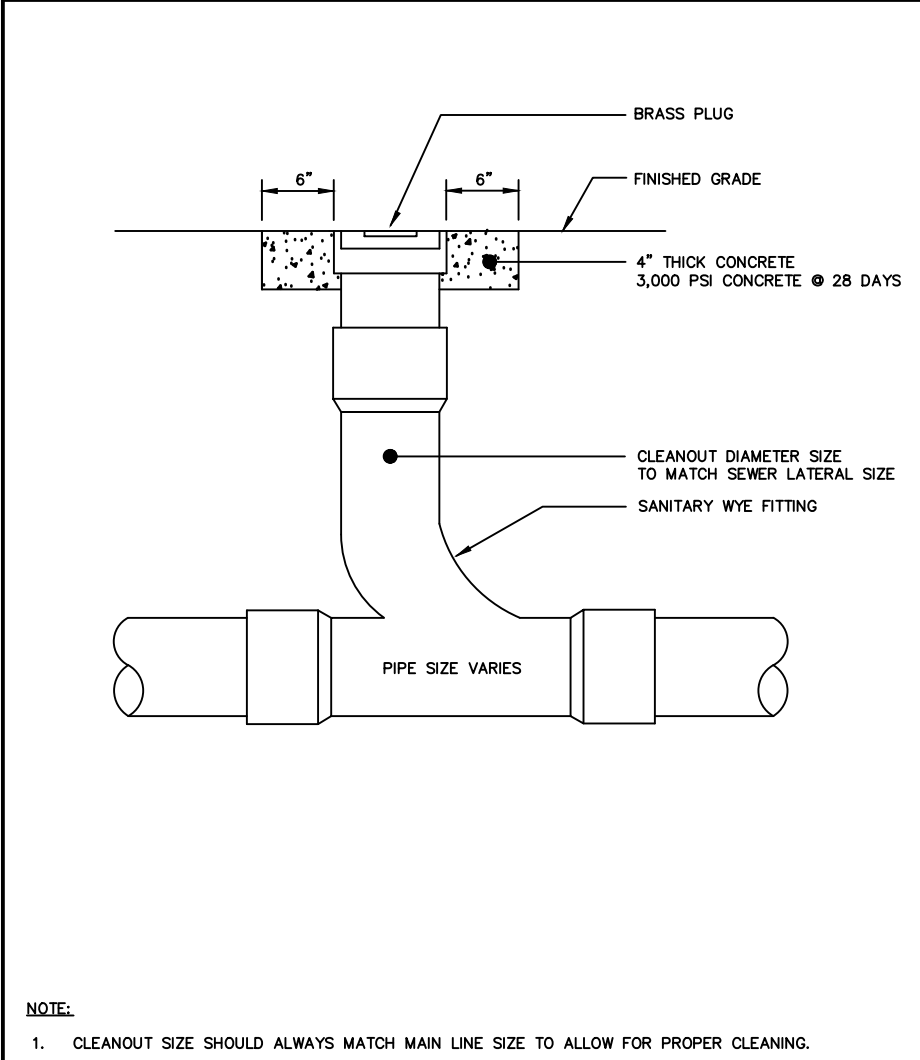
	STANDARD CONSTRUCTION DETAIL SANITARY SEWER SERVICE LATERALS	FILE NAME S11.DWG
	DETAIL REF: S-11	
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	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY 6"	SANITARY FORCE 6"
WATER		OVER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"
STORM GRAVITY	12"	UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM FORCE	12"	UNDER STORM GRAVITY 12"	OVER RECLAIM 6", PREFERRED 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"	OVER SANITARY FORCE 12"
RECLAIM	12"	UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"	OVER SANITARY FORCE 12"
SANITARY GRAVITY 6"	12"	UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
SANITARY FORCE 6"	12"	UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"

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17. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT "V", OR BY A METAL TAG SET INTO THE PAVEMENT.
18. THE CONTRACTOR SHALL INSTALL A METALLIZED FOL LOCATOR TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWAGE FORCE MAINS. THIS PIPE LOCATOR ADH SHALL BE INSTALLED BETWEEN 15' AND 24" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPE SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN. A CONTINUOUS NO. 30 COPPER HEAD WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.
- FORCE MAIN SANITARY SEWER:**
 1. PVC SANITARY SEWER FORCE MAINS, INCLUDING FITTINGS, SHALL BE GREEN PVC AWWA C-900, OR C-905, UNLESS SPECIFICALLY NOTED OTHERWISE. PRESSURE FITTINGS SHALL BE PRESSURE CLASS 150 OR C-907.
 2. HOPE SANITARY SEWER FORCE MAINS SHALL BE SOLID (OR THICKER UNLESS SPECIFICALLY NOTED OTHERWISE). THE HOPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC TO WHICH IT IS ATTACHED. PRESSURE FITTINGS SHALL BE PRESSURE CLASS 150 OR C-907.
 3. ALL SANITARY SEWER FORCE MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION GUIDELINES ADDITION TO ACCOMMODATE PVC PIPE BY FOLLOWING THE RECOMMENDED INCREASE IN RESTRAINT LENGTH CORRESPONDING TO THE INSTALLATION OF POLYETHYLENE WRAP. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
 4. ALL IN-LINE SANITARY SEWER FORCE MAIN VALVES SHALL BE AWWA C-509 OR C-515 COMPLIANT RESILIENT SEAT VALVES FEATURING AN EPDM UNIDUCTILE IRON BODY.
 5. FORCE MAIN SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
 6. FORCE MAINS SHALL BE FLUSHED, PRESSURE TESTED, RIGGED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
 7. REQUIREMENTS: THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER OR WASTEWATER TREATMENT PLANT (AS APPROPRIATE) AT LEAST 48 HOURS PRIOR TO BEGINNING A FULL DIAMETER FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING (SUBJECT TO AVAILABILITY).
 8. THE CONTRACTOR SHALL BE REQUIRED TO HIG ALL FORCE MAINS AND PRIMARY TRANSMISSION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PORT ORANGE REPRESENTATIVE.
- GRANITY SANITARY SEWER:**
 1. ALL GRANITY SANITARY SEWER LINES IN PUBLIC RIGHTS-OF-WAY SHALL BE GREEN PVC SDR26, ASTM D-3034.
 2. SEWER LINES CONSTRUCTED OUTSIDE OF PUBLIC RIGHTS-OF-WAY, WITHIN GOLF COURSE BACKYARDS, AND OTHER POTENTIALLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF GREEN AWWA C-900 PVC SDR26. USE OF PLASTIC STYRENE POLYMER SHALL NOT BE ALLOWED.
 3. IN PLACES WHERE A MINIMUM COVER OF 36" CANNOT BE MAINTAINED, AWWA C-900 GREEN PVC SDR26S OR CONCRETE ENCASMENT SHALL BE USED. WATER LINES, RECLAIMED LINES, AND STORM DRAINAGE CROSSINGS SHALL HAVE A MINIMUM COVER OF 36" UNLESS OTHERWISE SPECIFIED.
 4. ALL REGULATOR REQUIREMENTS.
 5. GRANITY SANITARY SEWER PIPE SIZES SHALL BE:
 - MAINS - 8" DIAMETER MINIMUM
 - COMMERCIAL SERVICE LATERALS WITH MULTIPLE CONNECTIONS - 8" DIAMETER MINIMUM
 - SINGLE FAMILY RESIDENTIAL SERVICE LATERALS - 4" DIAMETER
 - MULTI-FAMILY RESIDENTIAL SERVICE LATERALS - 6" DIAMETER MINIMUM

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER NOTES (CONTINUED)	FILE NAME S1.DOC
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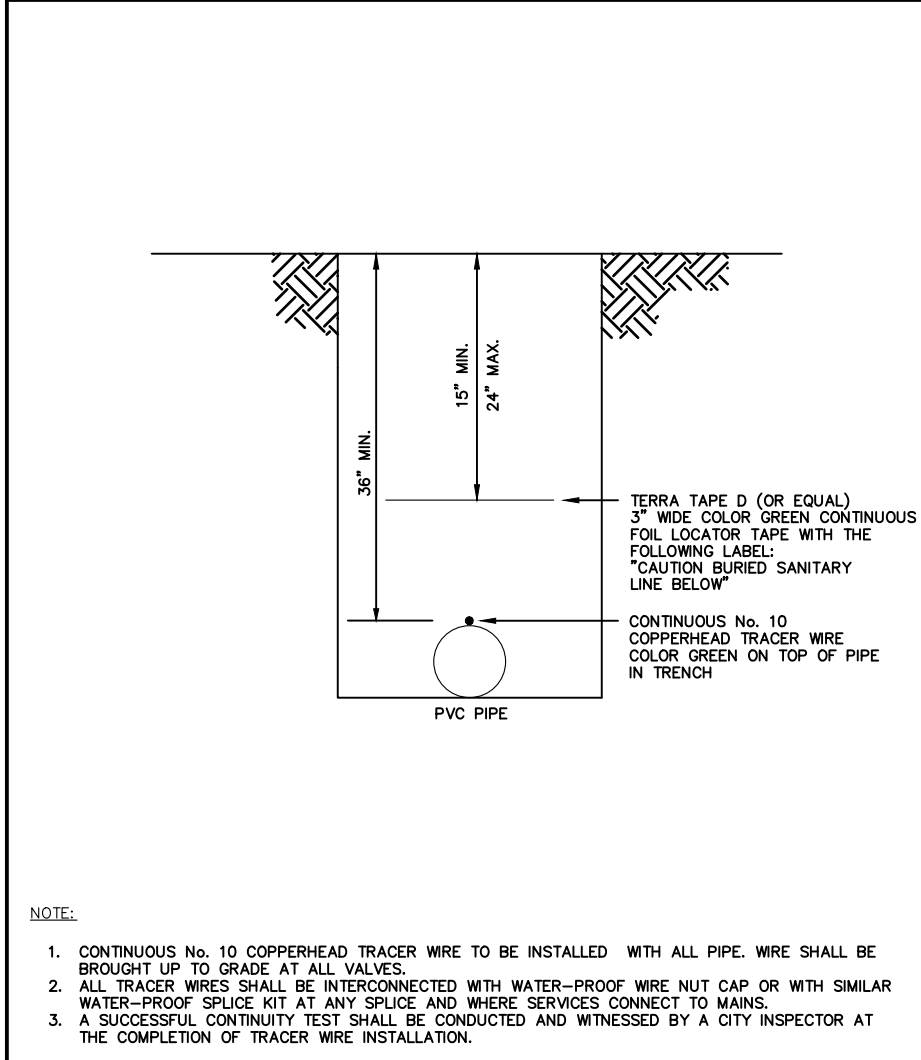
	STANDARD CONSTRUCTION DETAIL SANITARY SEWER SERVICE CLEANOUT	FILE NAME S12.DWG
	DETAIL REF: S-12	
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1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.
2. ALL WORK PERFORMED ON THE POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY A STATE CERTIFIED UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
3. NEWLY CONSTRUCTED POTABLE WATER SYSTEM EXTENSIONS MAY NOT BE USED PRIOR TO FINAL TESTING, CLEARANCE AND ACCEPTANCE BY THE CITY OF PORT ORANGE. THIS INCLUDES CONSTRUCTION WATER REQUIRED FOR SEWER LINE CLEANOUT OR RELATED USES.
4. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FIRE RESOLUTION, SCHEDULING OF THESE CONNECTIONS OR TAPPIINGS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS, DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY.
5. CONTRACTOR SHALL PREPARE A SAFE, SECURE AND OPEN EXCAVATION FOR THE TAPPING OF MAINS BY THE CITY. THE BOTTOM OF THE EXCAVATION SHALL HAVE A MINIMUM OF 6" THICK BEDDING OF 1/2" STONE. ALL EXCAVATIONS GREATER THAN 5 FEET IN DEPTH SHALL COMPLY WITH THE TRENCH-SAFETY ACT.
6. THE CITY RESERVES THE RIGHT TO REQUIRE THE IN-CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES FOR PRESSURE MAINS, POTABLE WATER, RECLAIM WATER AND SANITARY FORCE MAINS MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF THE PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERUPTION TO EXISTING UTILITY CUSTOMERS.
7. ALL METERS SHALL BE PROVIDED BY THE CITY IN ACCORDANCE WITH THE ADOPTED FIRE RESOLUTION, METERS AND VALVES FOR METERS 2" OR LESS WILL BE PROVIDED AND INSTALLED BY THE CITY. METERS 4" OR GREATER WILL BE PROVIDED BY THE CITY AND INSTALLED BY THE OWNER/DEVELOPER/CONTRACTOR.
8. TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY.
9. DEWATERING SHALL BE PROVIDED TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
10. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, MANS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING).
11. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 90% IN UNPAVED AREAS IN ACCORDANCE WITH ASTM D 1585.
12. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1' ABOVE THE PIPE AND AT 1' FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM DEPTH OF EVERY 6 FEET.
13. PVC PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION.
14. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
15. ALL POTABLE WATER MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION GUIDELINES. IN THE EVENT THAT PVC PIPE IS SPECIFIED, THE RESTRAINT JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINT LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE.

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4. SINGLE FAMILY RESIDENTIAL SERVICE LATERALS SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 48" ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS SHALL BE USED ON ALL LINES. NO GULDED JOINTS ARE PERMITTED ON LATERALS.
 5. GRANITY SANITARY SEWER LINE CONSTRUCTION SHALL BE ACCOMPANIED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY THE CITY.
 6. MINIMUM GRANITY SANITARY SEWER SLOPES ARE AS FOLLOWS:
 - 8" PIPE - 0.40%
 - 10" PIPE - 0.30%
 - 12" PIPE - 0.25%
 7. GRANITY SANITARY SEWER LINES SHALL BE INSTALLED WHEREVER POSSIBLE UNDER PAVED AREAS WITHIN PUBLIC RIGHTS-OF-WAY. UTILITY EASEMENTS SHALL BE PROVIDED WHENEVER PUBLICLY-OWNED SEWER LINES ARE CONSTRUCTED OUTSIDE OF A PUBLIC RIGHT-OF-WAY.
 8. AS A GENERAL RULE, THE NUMBER OF JOINTS SHALL BE LIMITED WHENEVER POSSIBLE. IN SPECIAL CASES WHERE A "JOINT REPAIR" TO AN 8" TO 12" PVC SEWER MAIN IS REQUIRED, THE PROPER REPAIR WRAP AROUND SHALL BE APPROVED BY THE CITY.
 9. SEWER MAINS SHALL BE FLUSHED, PRESSURE TESTED, RIGGED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
 10. REQUIREMENTS: THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER OR WASTEWATER TREATMENT PLANT (AS APPROPRIATE) AT LEAST 48 HOURS PRIOR TO BEGINNING A FULL DIAMETER FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING (SUBJECT TO AVAILABILITY).
 11. THE CONTRACTOR SHALL BE REQUIRED TO HIG ALL MAINS AND PRIMARY TRANSMISSION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PORT ORANGE REPRESENTATIVE.
- SANITARY MANHOLES:**
1. STANDARD MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 300'. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE DESIGN ENGINEER PRIOR TO INSTALLATION WITH TWO COPIES FORWARDED BY THE DESIGN ENGINEER TO THE CITY.
 2. MAXIMUM DEPTH OF SANITARY MANHOLES SHALL BE 15'.
 3. LOCAL COLLECTION SANITARY SEWER MANHOLES SHALL BE PRECAST WITH A MINIMUM INSIDE DIAMETER OF 48".
 4. TRENCH MANHOLE WALLS AND BASES MAY BE REQUIRED TO PREVENT FLOATION BASED ON HIGH GROUND WATER TABLE ELEVATIONS AS DETERMINED BY USING ACCEPTED ENGINEERING PRACTICES AND/OR PUBLIC UTILITY DEPARTMENT STANDARDS.
 5. ALL SANITARY SEWER MANHOLES SHALL HAVE ALL INTERIOR SURFACES COATED WITH THREE (3) COATS OF WHITE/GRAY OVER RED OR BLACK EN-1 EPOXY PAINT WITH A TOTAL OF 32 MILS THICKNESS OR BLACK COAL-TAR EPOXY PAINT WITH A TOTAL OF 16 MILS THICKNESS. OUTSIDE SURFACE TO BE COATED WITH TWO (2) COATS OF BLACK OVER BLACK EN-1 EPOXY PAINT WITH A TOTAL OF 8 MILS AND ONE (1) COAT OF BLACK OVER BLACK EPOXY PAINT WITH A TOTAL OF 8 MILS. ALL COATS SHALL BE APPLIED AT THE FACTORY EXCEPT MINOR FIELD TOUCH UP.
 6. ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OUTSIDE OF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS OR EPOXY LINES IN COMPLIANCE WITH ASTM-3753 OR OTHER TYPES OF LINES APPROVED BY THE CITY. IN ADDITION, THE CITY MAY REQUIRE LINES TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITIES DEPARTMENT BELIEVES THE NEED IS JUSTIFIED SUCH AS IMMEDIATELY UPSTREAM OF FORCE MAINS CONNECTING TO GRANITY MAINS.

	STANDARD CONSTRUCTION DETAIL SANITARY SEWER NOTES (CONTINUED)	FILE NAME S1.DOC
	DETAIL REF: S-1.4	
REV. 12/18		

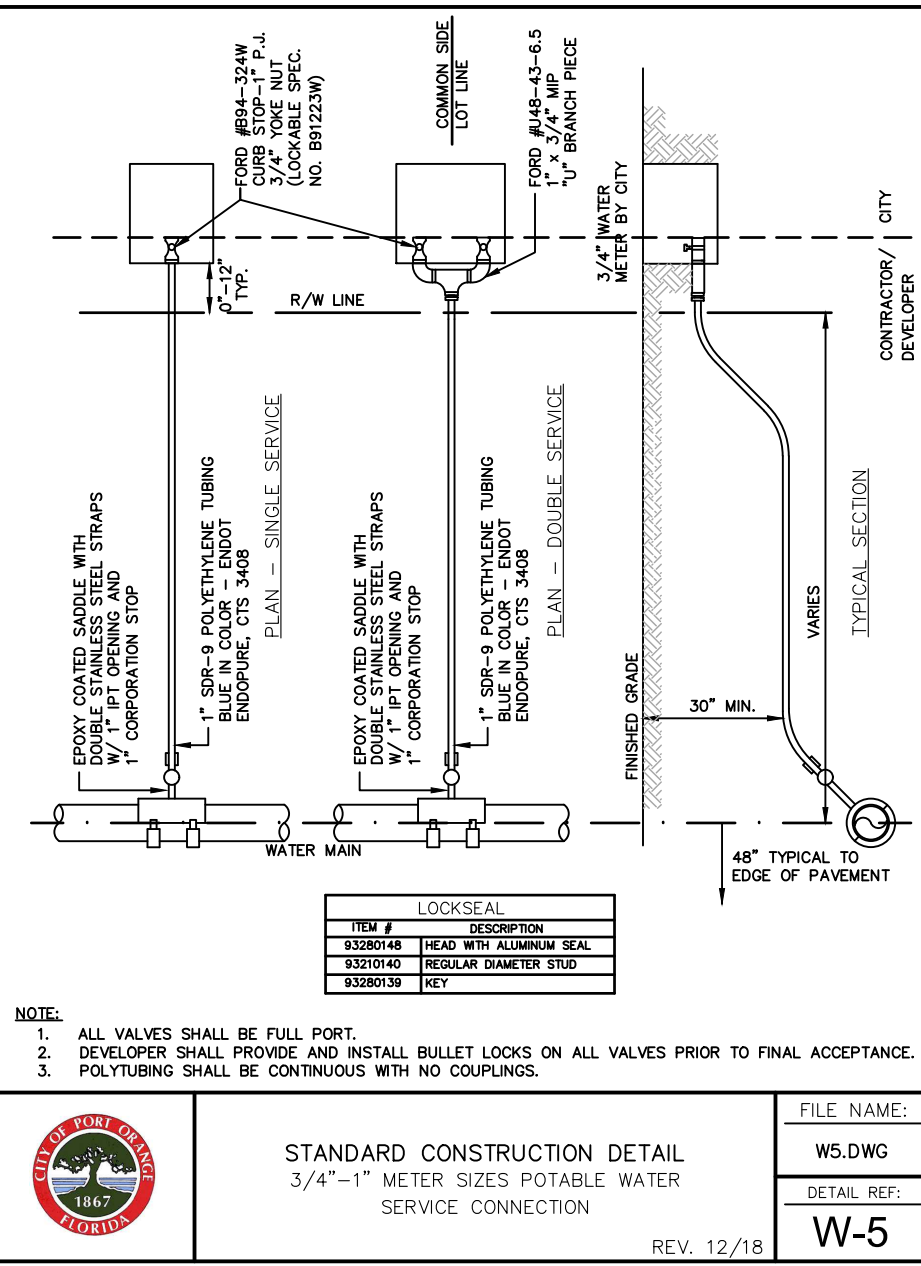


	STANDARD CONSTRUCTION DETAIL SANITARY SEWER LOCATOR TAPE/ TRACER WIRE INSTALLATION	FILE NAME S14.DWG
	DETAIL REF: S-14	
REV. 12/18		

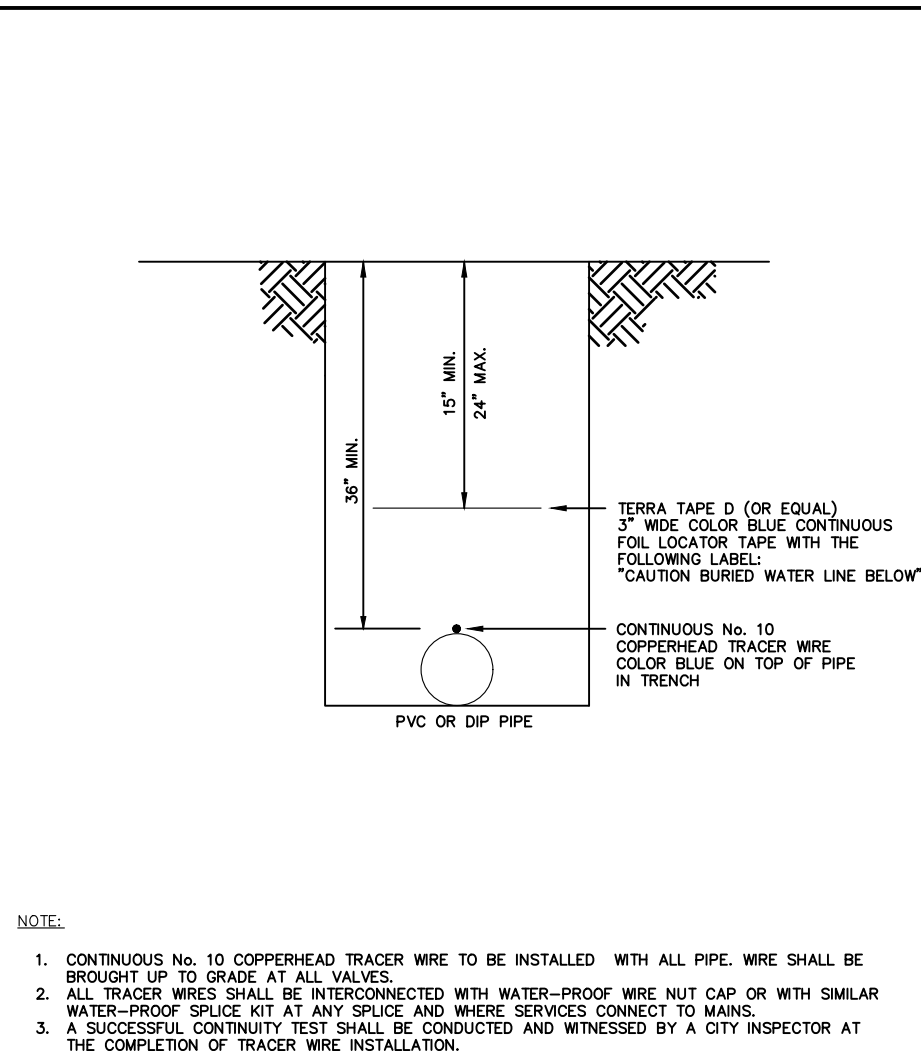
15. AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE.
16. THE SERVICES ARE TO BE INSTALLED IN SUCH A MANNER AS TO BE EASILY IDENTIFIABLE AND ACCESSIBLE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 FAC AND AT LEAST 24 FEET FROM ALL JOINTS IN GRANITY-OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 FAC.
17. WATER SERVICE ENGINES SHALL BE MARKED WITH A 2"x4" (LUMBER PRESURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND. ALL SERVICES SHALL BE LOCATED AT THE TIME OF FINAL INSPECTION BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNEL, AFTER THEY HAVE BEEN INSPECTED AND VERIFIED TO OPERATE PROPERLY.

23. WHEN THE PUBLIC UTILITIES OFFICE RECEIVES POTABLE WATER CLEARANCE REQUEST REQUIRING SIGNATURE, THE CITY'S DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR WILL BE CONTACTED TO INDEPENDENTLY VERIFY THAT THE SYSTEM IS IN PROPERLY FUNCTIONING ORDER (I.E. ALL VALVES, HYDRANTS, AND WATER SERVICES ARE ACCESSIBLE AND OPERABLE). SIMULTANEOUSLY, THE CITY MAY ALSO TAKE A RANDOM BACTERIOLOGICAL SAMPLE WITHIN THE NEW SYSTEM TO VERIFY THAT WATER IS SAFE FOR CONSUMPTION. ONCE THE DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR HAVE VERIFIED THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER AND THAT THE BACTERIOLOGICAL SAMPLES INDICATE THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEARANCE REQUEST.
24. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF HEALTH AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY PUBLIC USE OF THIS SYSTEM.
25. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEM, WATER VALVES SHALL BE COMPLETELY OPERATED BY PUBLIC UTILITIES PERSONNEL. AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.
26. ALL FIRE HYDRANTS SHALL BE LOCATED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHALL ALWAYS FACE THE STREET. 5' EET MINIMUM RADIUS CLEAR AREA AROUND THE FIRE HYDRANT SHALL BE MAINTAINED.
27. ALL WATER SERVICES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
28. ALL WATER VALVES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. BLOW-OUTS SHALL BE MARKED SIMILARLY, AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF THE PRESSURE MAIN RUN.

	STANDARD CONSTRUCTION DETAIL POTABLE WATER CONSTRUCTION NOTES (CONTINUED)	FILE NAME W3.DWG
	REV. 12/18	DETAIL REF: W-2.2



	STANDARD CONSTRUCTION DETAIL 3/4"-1" METER SIZES POTABLE WATER SERVICE CONNECTION	FILE NAME W5.DWG
	REV. 12/18	DETAIL REF: W-5



	STANDARD CONSTRUCTION DETAIL POTABLE WATER LOCATOR TAPE / TRACER WIRE INSTALLATION	FILE NAME W21.DWG
	REV. 12/18	DETAIL REF: W-21

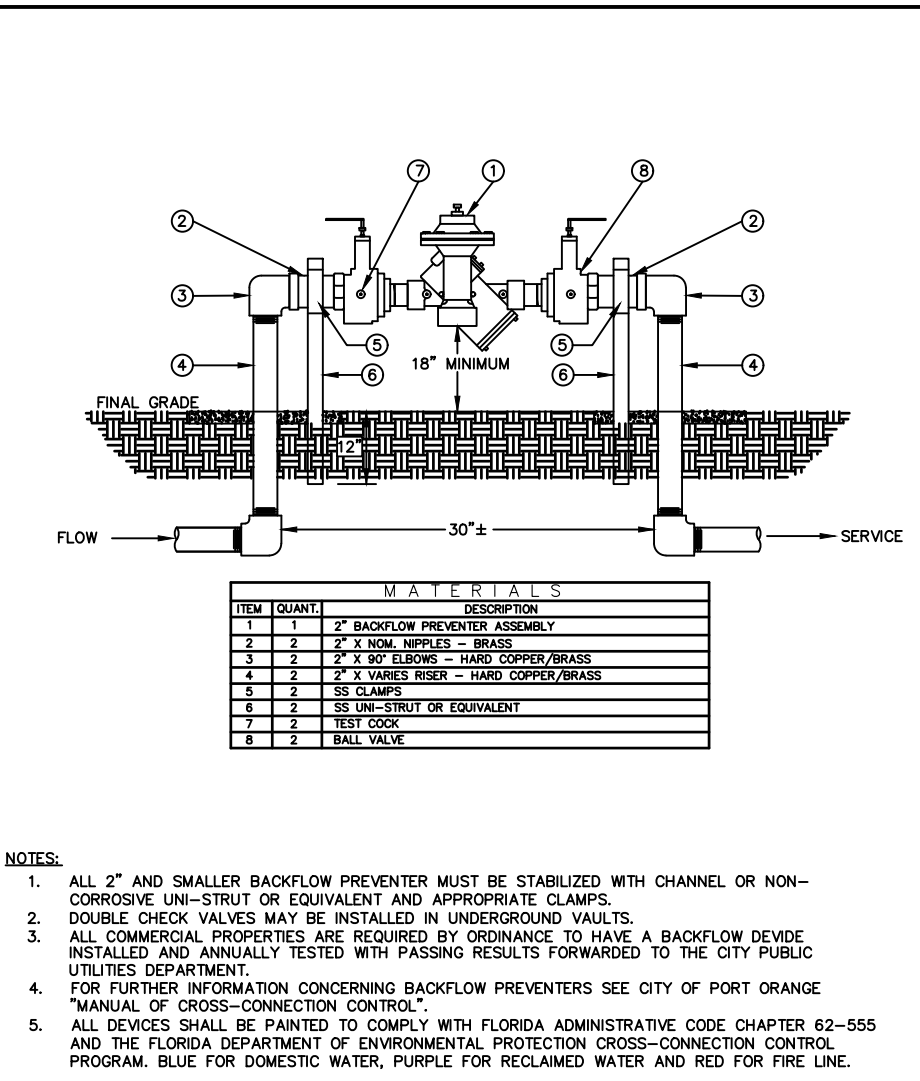
FIRE HYDRANT (5 1/2" BARREL)	
MANUFACTURER	MODEL #
AMERICAN AVE CO.	SERIES #2780
AMERICAN DARTING	5' X 8" B-84-85
CLOW	MEDALLION #F-2545 SS
EJ GROUP, INC.	WATERMASTER 5' X 8" #SCD250
KENNEDY	GUARDIAN K81-D
MUELLER	A423 SUPER CENTURION 250

AIR RELEASE VALVES	
MANUFACTURER	MODEL #
VENT-O-MAT	RBX 2521

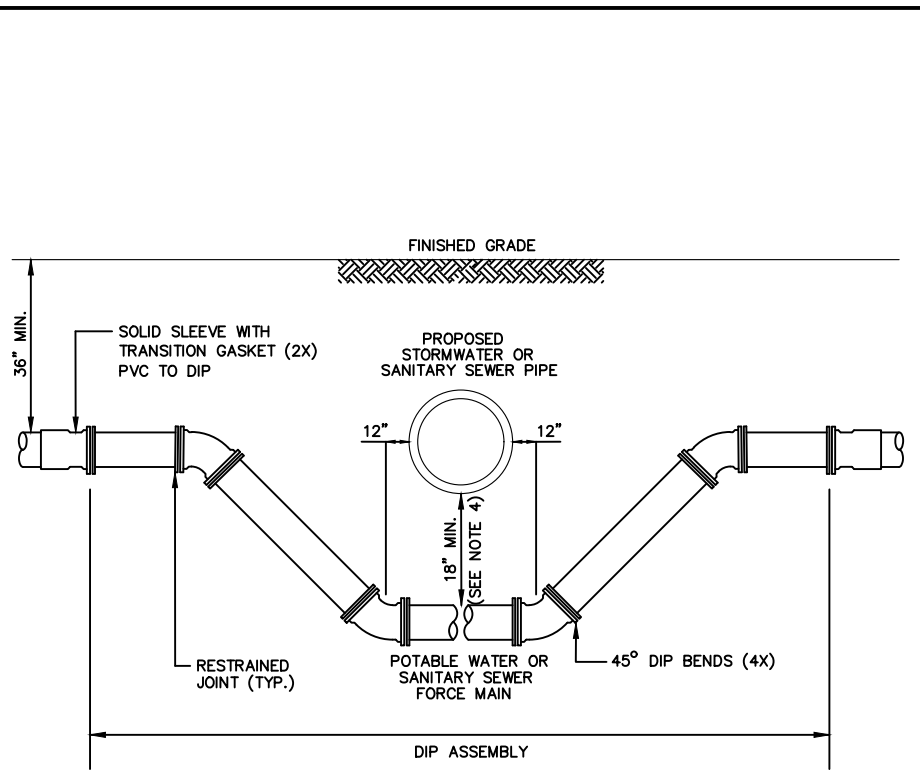
GATE VALVES AND TAPPING VALVES – RESILIENT SEATED (AWWA C509 AND C515)
24" OR SMALLER (VALVE WEDGE TO BE COMPLETE ENCLOSED WITH EPDM RUBBER)

MANUFACTURER	MODEL #
AMERICAN AVE CO.	SERIES 3, 18, 25, 45, 55, 66
AMERICAN FLOW CONTROL	SERIES 2500
CLOW	MODEL 2638 AND 2639
KENNEDY	C509, C515
MUELLER	A-2360, A-2361, T-2360 & T-2361

	STANDARD CONSTRUCTION DETAIL POTABLE WATER APPROVED PRODUCTS	FILE NAME W3.DWG
	REV. 12/18	DETAIL REF: W-3



	STANDARD CONSTRUCTION DETAIL 2" BACKFLOW PREVENTER DOUBLE CHECK OR REDUCED PRESSURE	FILE NAME W12.DWG
	REV. 12/18	DETAIL REF: W-12

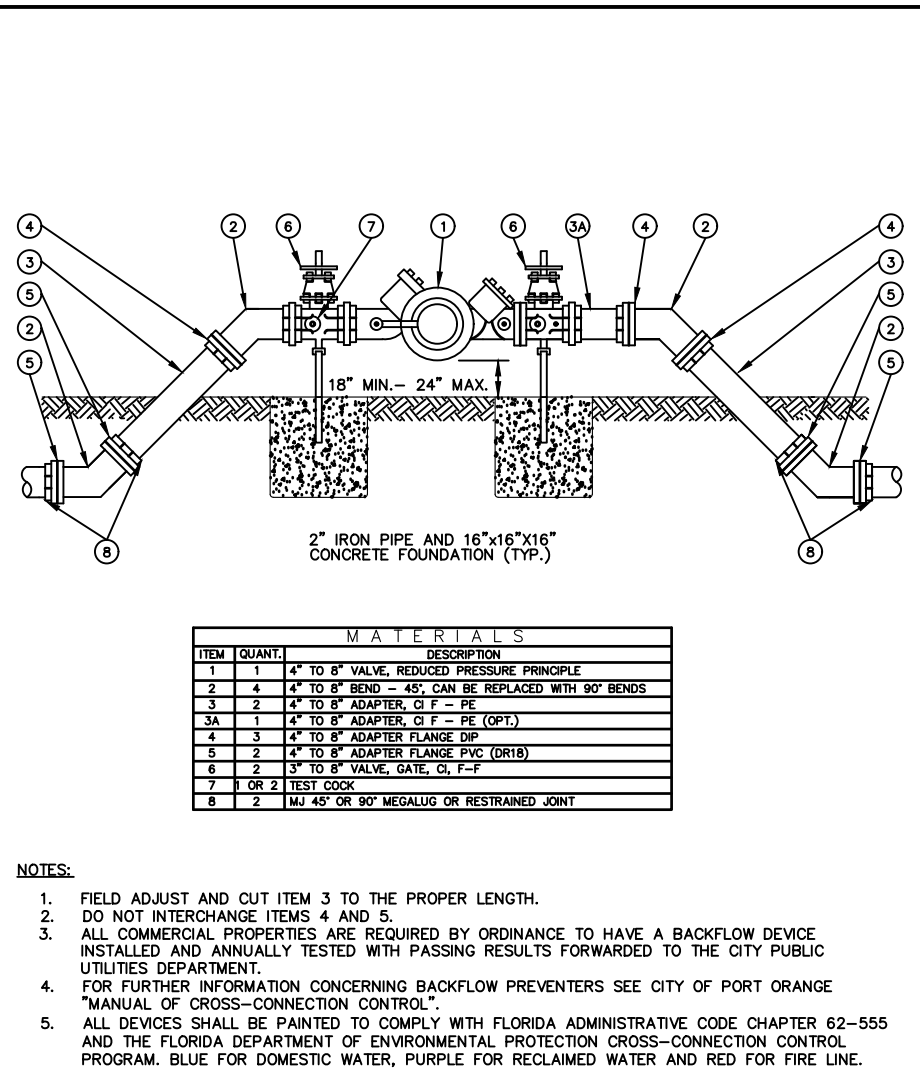


- NOTES:
- LOWERING OF EXISTING POTABLE WATER OR SANITARY SEWER FORCE MAIN BY DEFLECTION METHOD ACCEPTABLE IF FIELD CONDITIONS PERMIT.
 - LENGTH OF SECTION BASED ON MINIMUM LENGTH AS DETERMINED BY DIPRA RESTRAINED JOINT MANUAL.
 - INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS.
 - CONCRETE ENCASEMENT OF SANITARY SEWER MAINS IS AN ALTERNATIVE METHOD OF ADDRESSING A CONFLICT. USE OF ENCASEMENT MUST BE APPROVED BY THE CITY.

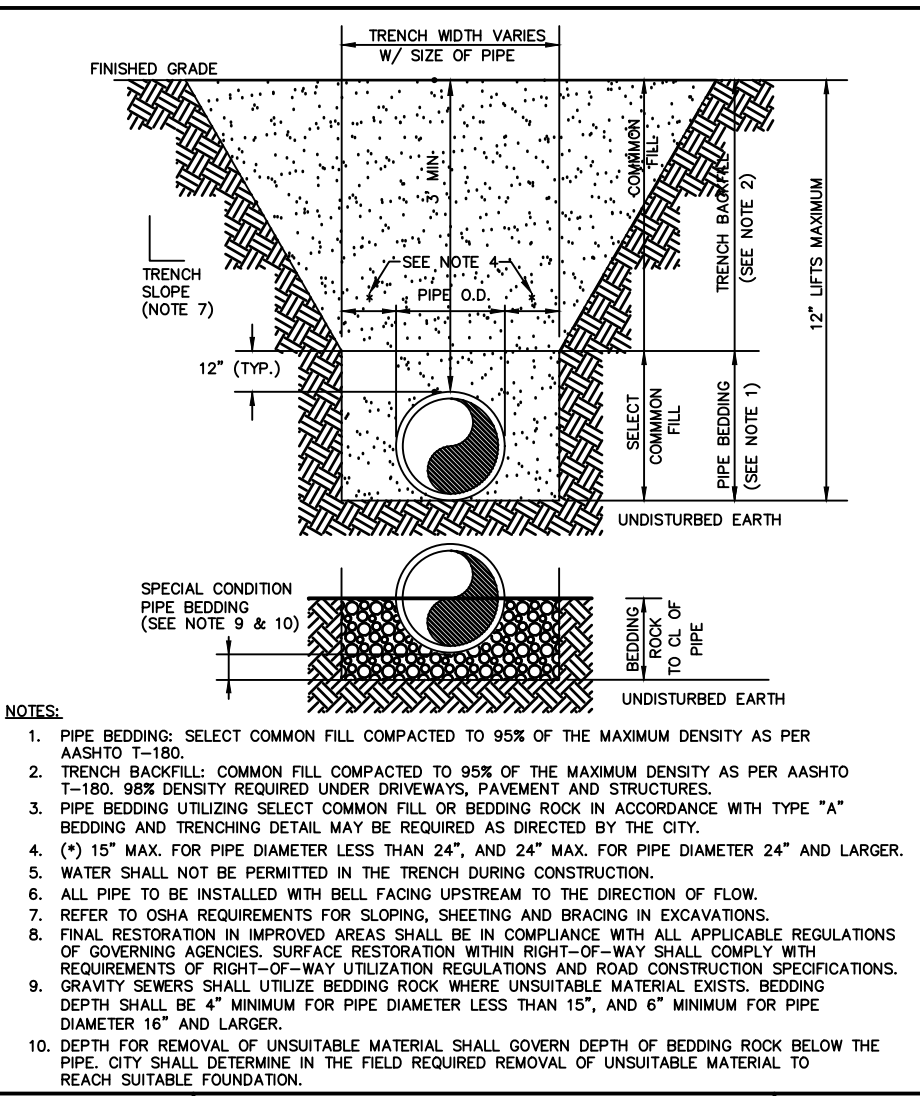
	STANDARD CONSTRUCTION DETAIL POTABLE WATER OR SANITARY SEWER FORCE MAIN DEFLECTION	FILE NAME W23.DWG
	REV. 12/18	DETAIL REF: W-23

WATER SERVICE MATERIALS	
DUCTILE IRON	
MATERIAL	ASTM A536 MINIMUM GRADE 70-50-5 IN ACCORDANCE WITH AWWA C153 (ANSI A21.53)
PRESSURE	CLASS 350 IN ACCORDANCE WITH AWWA C153 (ANSI A21.53) 350 PSI WATER WORKING PRESSURE
TESTING	IN ACCORDANCE WITH AWWA C153 (ANSI A21.53) THREE TIMES WATER WORKING PRESSURE (350 PSI) BODY CAPABLE OF WITHSTANDING HYDROSTATIC TEST OF 1050 PSI
FLOW	IF EQUAL TO ID OF CLASS 50/51 DUCTILE IRON PIPE, THIS ALLOWING THE FULL FLOW FEATURE
LAYING LENGTH	SHORT BODY (COMPACT)
CEMENT LINING	IN ACCORDANCE WITH AWWA C104 (ANSI A21.4)
MECHANICAL JOINTS	IN ACCORDANCE WITH AWWA C111 (ANSI A21.11)
GASKETS	GBR IN ACCORDANCE WITH AWWA C111 (ANSI A21.11)
TEE HEAD BOLTS	COR-TEN IN ACCORDANCE WITH AWWA C111 (ANSI A21.11)
ACCEPTABLE MANUFACTURERS	TYLER, CLOW, GRIFFIN, U.S. PIPE, UNION FOUNDRY, AMERICAN CAST IRON, OR APPROVED EQUIVALES
POLYETHYLENE TUBING – (BLUE WITH UV PROTECTION (SDR-9) 1" & 2" ONLY)	
MANUFACTURER	MODEL #
ENDOT ENDOPURE	ENDOTRACE W/810 COPPERHEAD TRACER WIRE

	STANDARD CONSTRUCTION DETAIL POTABLE WATER APPROVED PRODUCTS	FILE NAME W3.DWG
	REV. 12/18	DETAIL REF: W-3.1



	STANDARD CONSTRUCTION DETAIL 4"-8" BACKFLOW PREVENTER REDUCED PRESSURE	FILE NAME W13.DWG
	REV. 12/18	DETAIL REF: W-13



	STANDARD CONSTRUCTION DETAIL PIPE BEDDING AND TRENCH	FILE NAME M27.DWG
	REV. 12/18	DETAIL REF: M-27

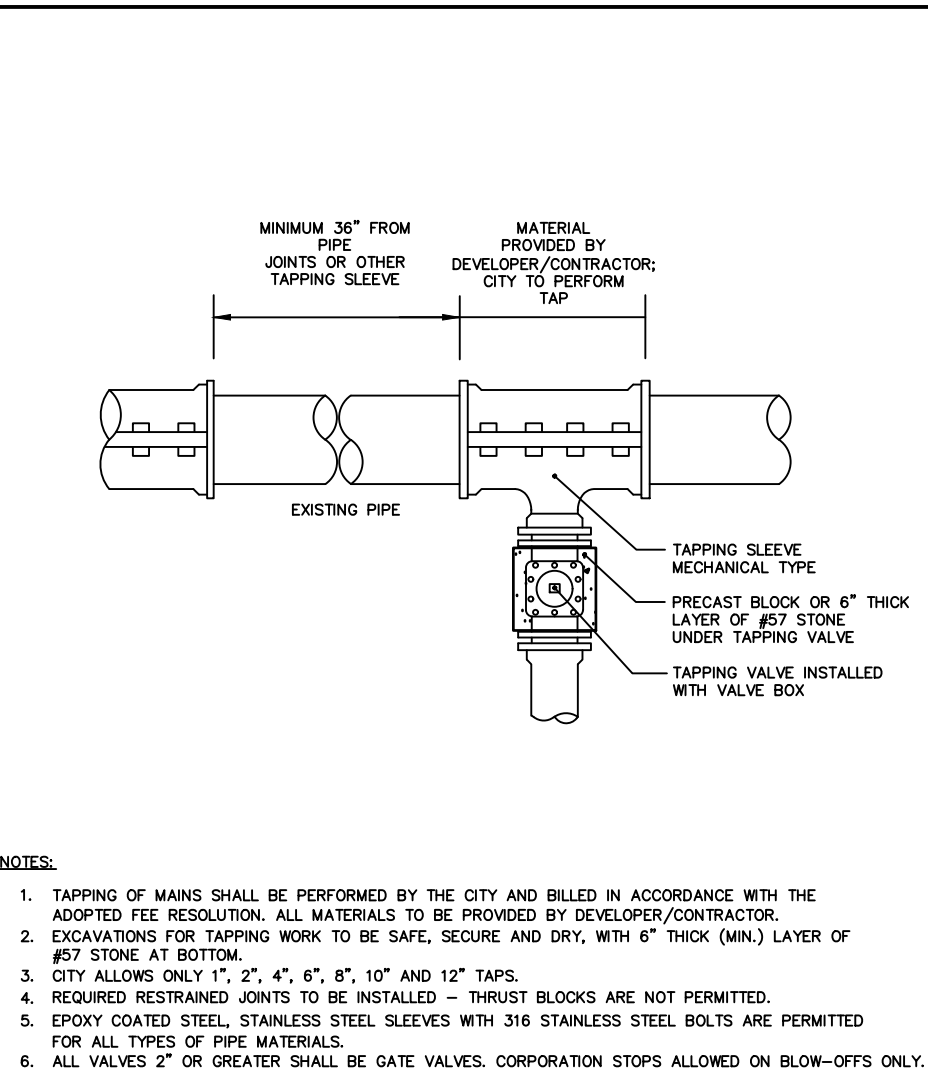
CORPORATION STOP 1"	
MANUFACTURER	MODEL #
FORD	F-1100-4

CURB STOP – STRAIGHT BALL METER VALVE W/ BARREL LOCKS	
MANUFACTURER	MODEL #
FORD	B-94-324W (SINGLE SERVICE) B-91-233W (DOUBLE SERVICE)

"U" BRANCH (1" X 1/2")	
MANUFACTURER	MODEL #
FORD	U-48-43-6.5

JOINTS RESTRAINED – PVC AND DIP	
MANUFACTURER	MODEL #
EBBA IRON INC.	SERIES 1100/1500/1600/2000/2500/2800
SIGMA	ONE-LOCK SLD; ONE-LOCK SLC; PV-LOCK FOR PVC
SMITH-BLAIR	CAM-LOCK (111 & 120); BELL-LOCK (115 & 165)
STAR PIPE	STARGRIP SERIES 1000/1100/1200/3000/4000

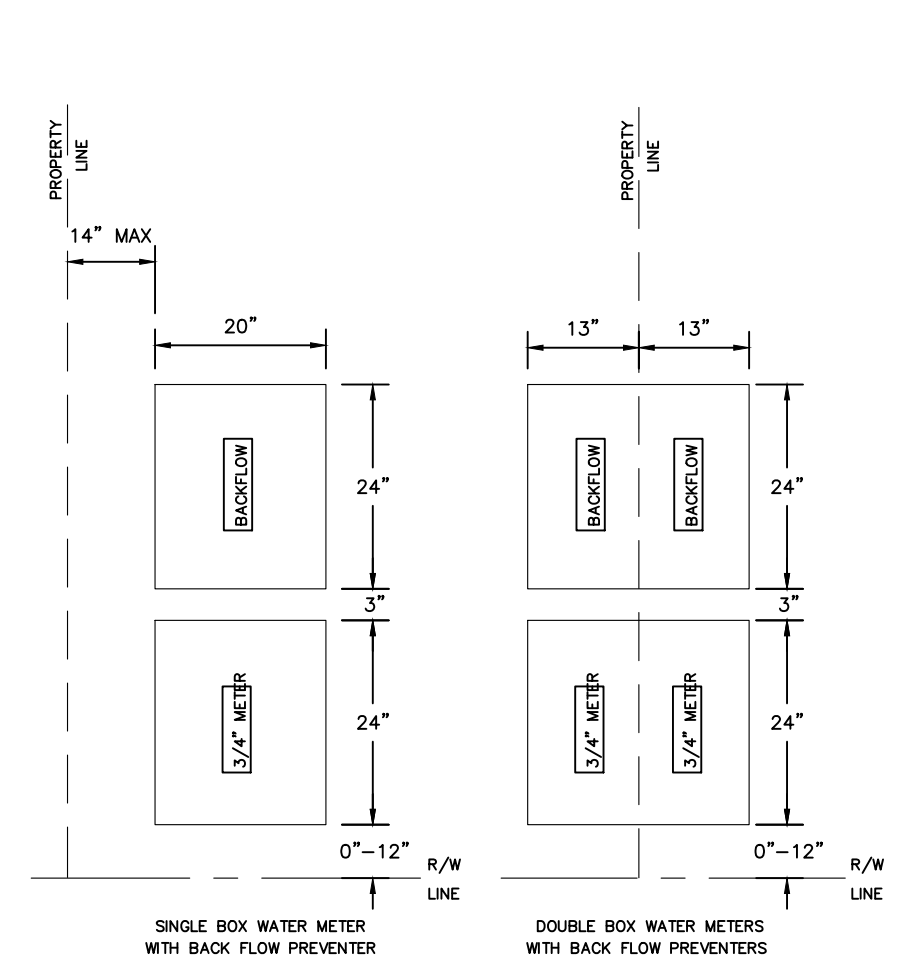
	STANDARD CONSTRUCTION DETAIL POTABLE WATER APPROVED PRODUCTS	FILE NAME W3.DWG
	REV. 12/18	DETAIL REF: W-3.2



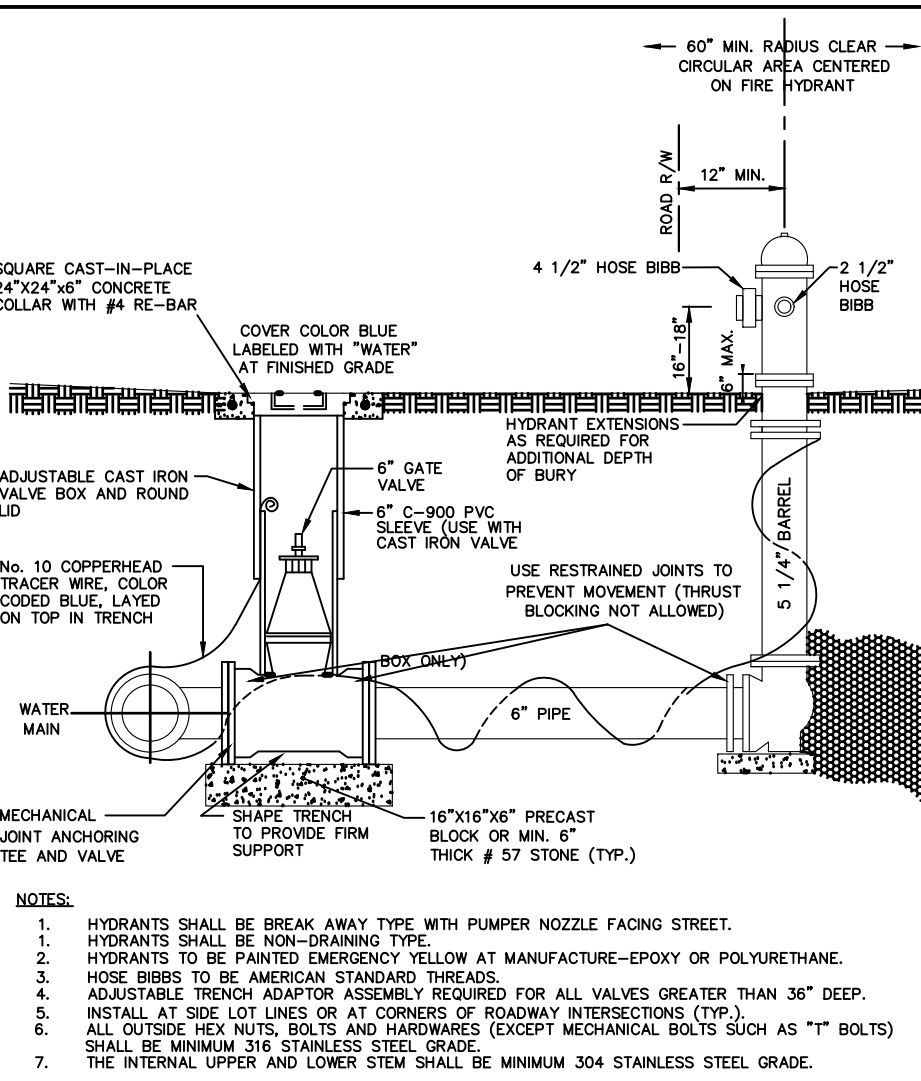
	STANDARD CONSTRUCTION DETAIL TAPPING VALVE AND SLEEVE	FILE NAME W15.DWG
	REV. 12/18	DETAIL REF: W-15

- IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL AS-BUILT DRAWINGS.
- INDIVIDUAL PLAN AND PROFILE SHEETS FOR ALL ROADS AND SANITARY SEWER LINES, SHOWING MANHOLES, INLETS, AND PIPE CROSSINGS. PLAN AND PROFILE SHEETS SHALL SHOW SANITARY LINES AND ALL OTHER UTILITIES THAT CROSS SEWER LINES, AND ANY THAT ARE PARALLEL AND WITHIN TEN FEET OF SANITARY SEWER LINES. PLAN VIEWS SHALL BE DRAWN AT A SCALE OF ONE (1) INCH EQUAL TO FORTY (40) FEET HORIZONTAL. PROFILES SHALL BE DRAWN AT ONE (1) INCH EQUAL TO FOUR (4) FEET VERTICAL AND ALIGNED VERTICALLY WITH IMPROVEMENTS SHOWN ON THE PLAN VIEW.
 - DESIGN ELEMENTS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO THE AS-BUILT.
 - PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK FOR SUBDIVISIONS AND AS APPROPRIATE TO CONFORMING LIMITS FOR SITE PLANS.
 - ALL RADII AT INTERSECTIONS SHALL BE VERIFIED, DIMENSIONED AND CLEARLY INDICATED ON THE AS-BUILT.
 - ROADWAY ELEVATIONS AT CENTERLINE AND CURB INVERT SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS FOR LONG ROADWAYS, AND OTHER INTERVALS AS NEEDED. FOR SUBDIVISIONS, THE AS-BUILT CENTERLINE GRADE LINES OF ALL STREETS SHALL BE SHOWN ON THE PLAN AND PROFILE ALONG WITH THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTIONS SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
 - FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN.
 - STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND DIMENSIONED FROM STREET/ROADWAY CENTERLINES OR LOT LINES AS APPROPRIATE. STORM DRAINAGE PIPE SHALL BE LOCATED AND DIMENSIONED FROM THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. FORCE MAIN PIPE MATERIAL, LENGTH, AND SIZE SHALL BE RECORDED AND CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
 - ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKE, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100' AT THE TOP OF BANK AND TOP OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
 - RETENTION AREAS SHALL HAVE THEIR TOP AND BOTTOM OF BANK ELEVATIONS RECORDED. ACTUAL DIMENSIONS OF THE SIZE OF ALL RETENTION AREAS ARE TO BE RECORDED AS MEASURED FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED.
 - ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SUMMERS SHALL BE NOTED ON THE AS-BUILT.
 - STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOPS OF BANKS SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.

	STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS-BUILTS DRAWINGS	FILE NAME MS.DWG
	REV. 12/18	DETAIL REF: M-5



	STANDARD CONSTRUCTION DETAIL POTABLE WATER METER BOX LAYOUT	FILE NAME W4.DWG
	REV. 12/18	DETAIL REF: W-4



	STANDARD CONSTRUCTION DETAIL FIRE HYDRANT ASSEMBLY	FILE NAME W20.DWG
	REV. 12/18	DETAIL REF: W-20

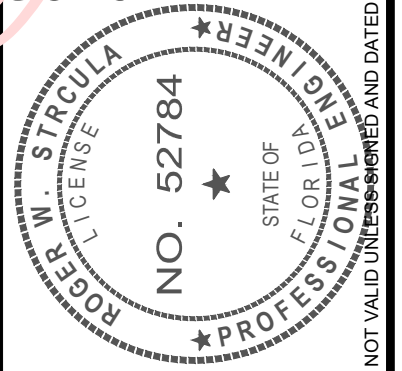
- SANITARY SEWER STRUCTURES SHALL BE LOCATED AND DIMENSIONED FROM STREET/ROADWAY CENTERLINES OR LOT LINES, AS APPROPRIATE. SANITARY SEWER STRUCTURE RIMS, PIPE INVERTS AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY NOTED AS AS-BUILT INFORMATION.
- SANITARY SEWER PIPE SHALL BE LOCATED AND DIMENSIONED FROM THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. SANITARY SEWER PIPE MATERIAL, LENGTH, AND SIZE SHALL BE RECORDED AND CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
- SEWER LATERALS SHALL BE RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE REQUIRED FROM DOWNSTREAM MANHOLES TOWARD UPSTREAM MANHOLES.
- LIFT STATIONS SHALL BE LOCATED AND DIMENSIONED FROM STREET/ROADWAY CENTERLINES OR LOT LINES, AS APPROPRIATE. LIFT STATION DIMENSIONS AND ELEVATION INFORMATION INDICATED ON THE APPROVED FOR CONSTRUCTION PLANS SHALL BE VERIFIED AND AS-BUILT INFORMATION INDICATED. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED, AND LABELED. FORCE MAIN PIPE INVERT ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION.
- FORCE MAIN PIPE SHALL BE LOCATED AND DIMENSIONED FROM THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. FORCE MAIN PIPE MATERIAL, LENGTH, AND SIZE SHALL BE RECORDED AND CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
- TIE-IN DIMENSIONS TO THREE (3) PERMANENT ABOVE GRADE FEATURES SHALL BE SHOWN ON THE AS-BUILTS FOR ALL VALVES, TEES, BENDS, CROSSES, SERVICE CONNECTION TEES, FIRE HYDRANTS AND APPLICABLE FIXTURES AT THE POTABLE WATER, RECLAIMED WATER AND FORCE MAIN VALVES, TEES, BENDS, CROSSES, SERVICE CONNECTION TEES, FIRE HYDRANTS AND APPLICABLE FIXTURES.
- PERPENDICULAR CROSSINGS OF STORMWATER, POTABLE WATER, RECLAIMED WATER, OR FORCE MAIN SERVICES, THE AS-BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES.
- ANY SPECIAL FEATURES SUCH AS, CONCRETE FLOWLINES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHALL ALSO BE LOCATED AND DIMENSIONED.
- IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHALL PROVIDE THE EXACT LOCATION OF THE SPECIMEN TREES FROM THE RIGHT-OF-WAY OR PROPERTY LINES AND PROPOSED EASEMENT BOUNDARIES ON THE AS-BUILT DRAWING. THE AS-BUILT LOCATION OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLATTING OR RECORDING OR CERTIFICATE OF OCCUPANCY.
- WHEN STORMWATER, POTABLE WATER, RECLAIMED WATER OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE AS-BUILT DRAWING SHALL ACCURATELY DEPICT THE LOCATION OF THE IMPROVEMENTS AND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF SUCH EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT.

	STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS-BUILTS DRAWINGS (CONTINUED)	FILE NAME MS.DWG
	REV. 12/18	DETAIL REF: M-5.1

REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Roger W. Strcula
Digitally signed by Roger W. Strcula
Date: 2024.10.31 12:51:30 -0400



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROGER W. STRCULA, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

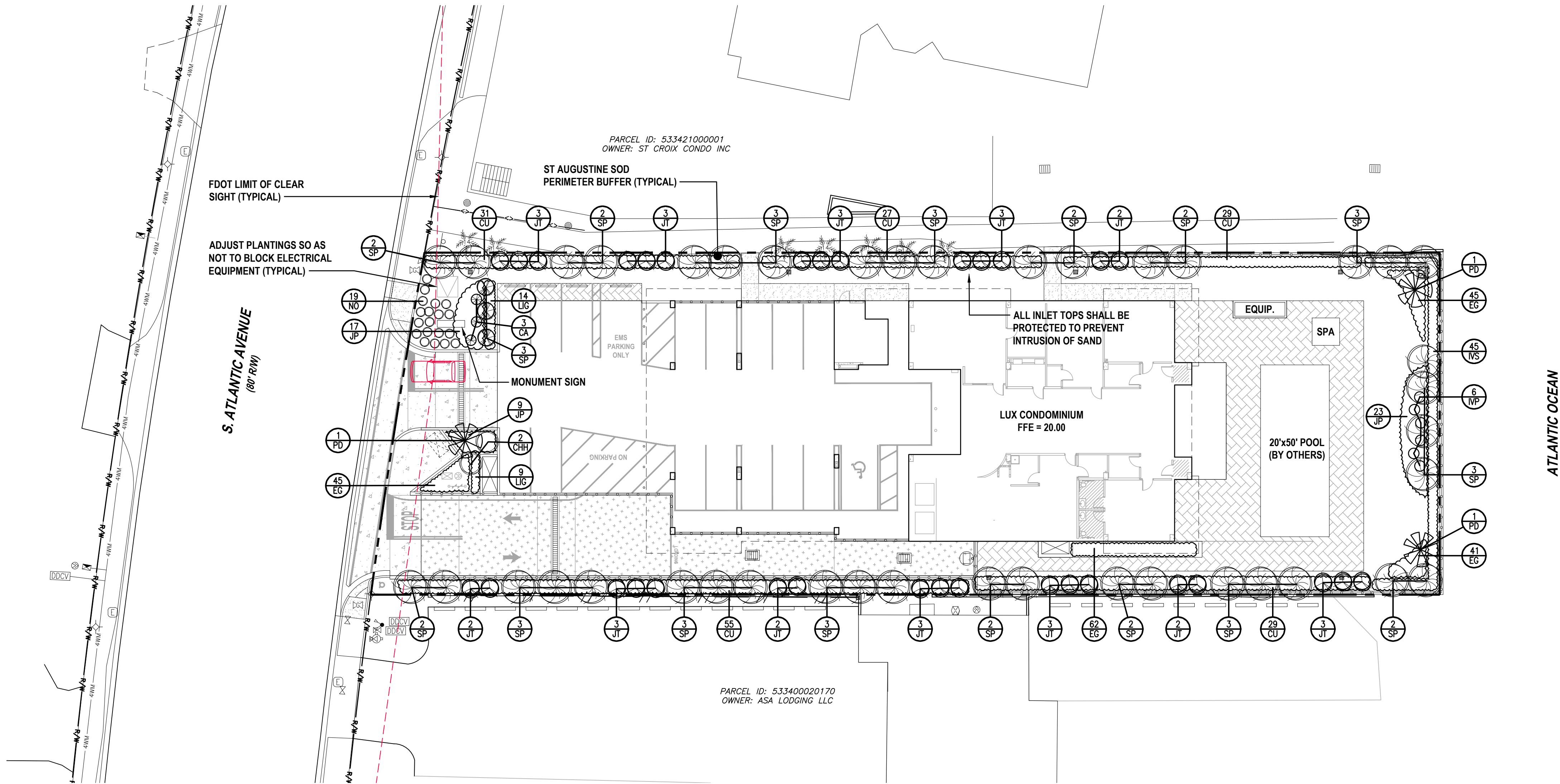
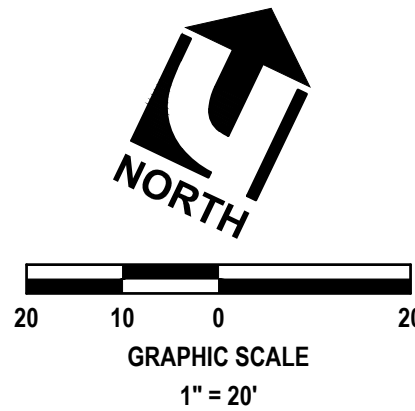
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CITY OF PORT ORANGE
STANDARD DETAILS & NOTES
LUX CONDOMINIUM
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No:	221122
DATE:	JUNE 10, 2024
DESIGN BY:	RWS
DRAWN BY:	JMB
CHECKED BY:	RWS
SCALE:	VARIES
SHEET NUMBER:	

C702



PLANT SCHEDULE					
CODE	QNTY	SPECIFIC NAME	COMMON NAME	SPECIFICATIONS	NATIVE
- CANOPY TREES -					
PD	3	PHOENIX DACTYLIFERA	MEDJOL PALM	10-12' HGT, CT, FULL	NO
SP *	43	SABAL PALMETTO	SABAL PALM	12-14' HGT, OA, MIXED	YES
TOTAL	44				
- UNDERSTORY TREES -					
CHH	2	CHAMAEROPS HUMILIS	EUROPEAN FAN PALM	8' HGT, 3-5 STEMS @ 1-1/2 CAL	NO
JT	32	JUNIPERUS TORULOSA	HOLLYWOOD JUNIPER	8' HGT, FULL @ 1-1/2 CAL	NO
IVP	6	ILEX VOMITORIA PENDULA	WEEPING YAUPON	8-9' HGT, FULL @ 1-1/2 CAL	YES
TOTAL	40				
- SHRUBS -					
CA	3	CRINUM SSP	CRINUM LILLY	10 GAL, 5' HGT, FULL, 3' OC	NO
CU	171	COCCOLOBA UVIFERA	SEAGRAPE	3 GAL, 24" HGT, FULL, 3' OC	YES
IVS	45	ILEX VOMITORIA NANA	DWARF YUAPON	3 GAL, 24" HGT, FULL, 3' OC	YES
JP	49	JUNIPERUS CHINENSIS	PARSONI JUNIPER	3 GAL, 20" SPR, FULL 3' OC	NO
LIG	23	LIGUSTRUM SSP	GREEN LIGUSTRUM	3 GAL, 24" HGT, FULL, 3' OC	NO
NO	19	NERIUM OLEANDER	OLEANDER (RED)	3 GAL, 24" HGT, FULL, 3' OC	NO
TOTAL	310				
- GROUND COVER -					
EG	193	EVOLVULUS GLOMERATUS	BLUE DAZE	1 GAL, 12" SPR, FULL	NO
TOTAL	258				

* MAXIMUM HEIGHT INSTALLED SHALL NOT EXCEED 14' MEASURED FROM THE GROUND TO THE GROWING TIP OF THE UNOPENED BUD, SEE SHEET L300 FOR PALM BRACING TO REMAIN FOR A MINIMUM OF TWO GROWING SEASONS. BRACING SHALL RESIST SOIL FAILURE FROM SOURCES CREATED BY TROPICAL STORMS AND INSTALLED BELOW ROOT BALL DEPTH

LEGEND:

35 RI ← QUANTITY OF PLANTS
← PLANT CODE (SEE SCHEDULE)

ST. AUGUSTINE SOD

LANDSCAPE CONTRACTOR
SHALL BE RESPONSIBLE TO
VERIFY PLANT QUANTITIES

NOTE:

PRIOR TO COMMENCING ANY IRRIGATION OR LANDSCAPE WORK THE CONTRACTOR SHALL SCHEDULE A MEETING WITH THE LANDSCAPE ARCHITECT AND INSPECTOR. THIS MEETING IS TO HELP AVOID ANY MISINTERPRETATION OF THE INTENT OF THE DRAWINGS.

NOTE:

ALL PAVEMENT SURFACES AND GUTTERS SHALL BE SWEEP CLEAN AND DEBRIS REMOVED AFTER INSTALLATION OF PLANTINGS, SOD AND MULCH

MAINTAIN 3' BUFFER OF CLEARED LANDSCAPING AROUND ALL METERS, BACKFLOW PREVENTERS, CLEANOUTS AND MANHOLES

PLANTING TABLE:

PROJECT AREA = 30,209 SQ FT
GREEN AREA = 7,268 SQ FT
% OF GREEN AREA (7,268 / 30,209) = 24.1%

FRONT 15' BUFFER IS PLANTED WITH FLOWERING SHRUBS, HEDGES AND PALMS

TOTAL NUMBER PARKING = 45 SPACES (ABOVE & BELOW GRADE)
45 PARKING SPACES AT 1 TREE PER 9 SPACES = 5 TREES REQUIRED
5 TREES ADDED TO PERIMETER BUFFERS

CALCULATION FOR SITE LANDSCAPE
TOTAL SITE AREA = 30,209 SF / 2,500 SF = 12 TREES + 5 TREES (PARKING)
TOTAL REQUIRED TREES = 17 TREES

SABAL PALMS = 43 / 3 = 14 TREES
MEDJOL = 3 TREE
UNDERSTORY TREES = 17 TREES

TOTAL PROVIDED TREES = 17 TREES
PROVIDED 17 TREES - REQUIRED 17 TREES = 0 ADDITIONAL REQUIRED

WARNINGS:

- THE LANDSCAPE AND IRRIGATION CONTRACTOR(S) SHALL REFER TO SITE GRADING PLANS WITH CONTOURS AND ELEVATIONS PRIOR TO BID SUBMITTAL.
- DO NOT START THE LANDSCAPE PLANTING UNTIL THE IRRIGATION SYSTEM HAS BEEN INSTALLED, PRESSURE CHECKED, CLEARED FOR USE AND IS CAPABLE OF PROVIDING WATER TO ALL NEW PLANT MATERIAL.
- THE IRRIGATION SYSTEM SHALL RUN FOR FOUR CONSECUTIVE DAYS TO BUILD UP THE MOISTURE LEVEL IN THE GROUND PRIOR TO STARTING PLANT MATERIAL INSTALLATION.
- THE LANDSCAPE CONTRACTOR IS ADVISED THERE ARE UNDERGROUND STORM PIPES AND UTILITY LINES WITHIN THE PLANTING AREAS. DUE CARE MUST BE USED WHEN PLACING LANDSCAPE MATERIAL.
- LANDSCAPE CONTRACTOR SHALL TAKE PROTECTIVE MEASURES DURING INSTALLATION OF PLANTINGS TO PREVENT RUNOFF CONTAINING SAND FROM ENTERING STORM INLETS.

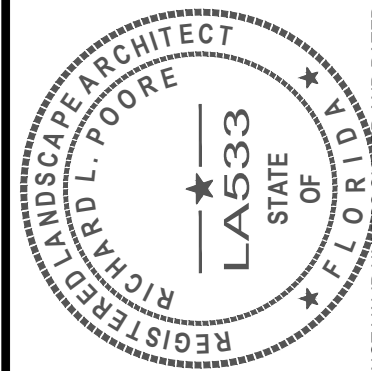
NOTE:

SEE ARCHITECTURAL / STRUCTURAL DRAWINGS FOR SPECIFIC BUILDING ELEMENTS. ITEMS ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY AND SHALL BE INSTALLED BY THE GENERAL CONTRACTOR.

REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Digitally signed
by Richard L.
Poore
Date: 2024.10.31
12:46:32 -04'00'



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
RICHARD L. POORE, P.E.
ON THE DATE ADJACENT TO THE SEAL.
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UPHAM INC.
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
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LANDSCAPE PLAN

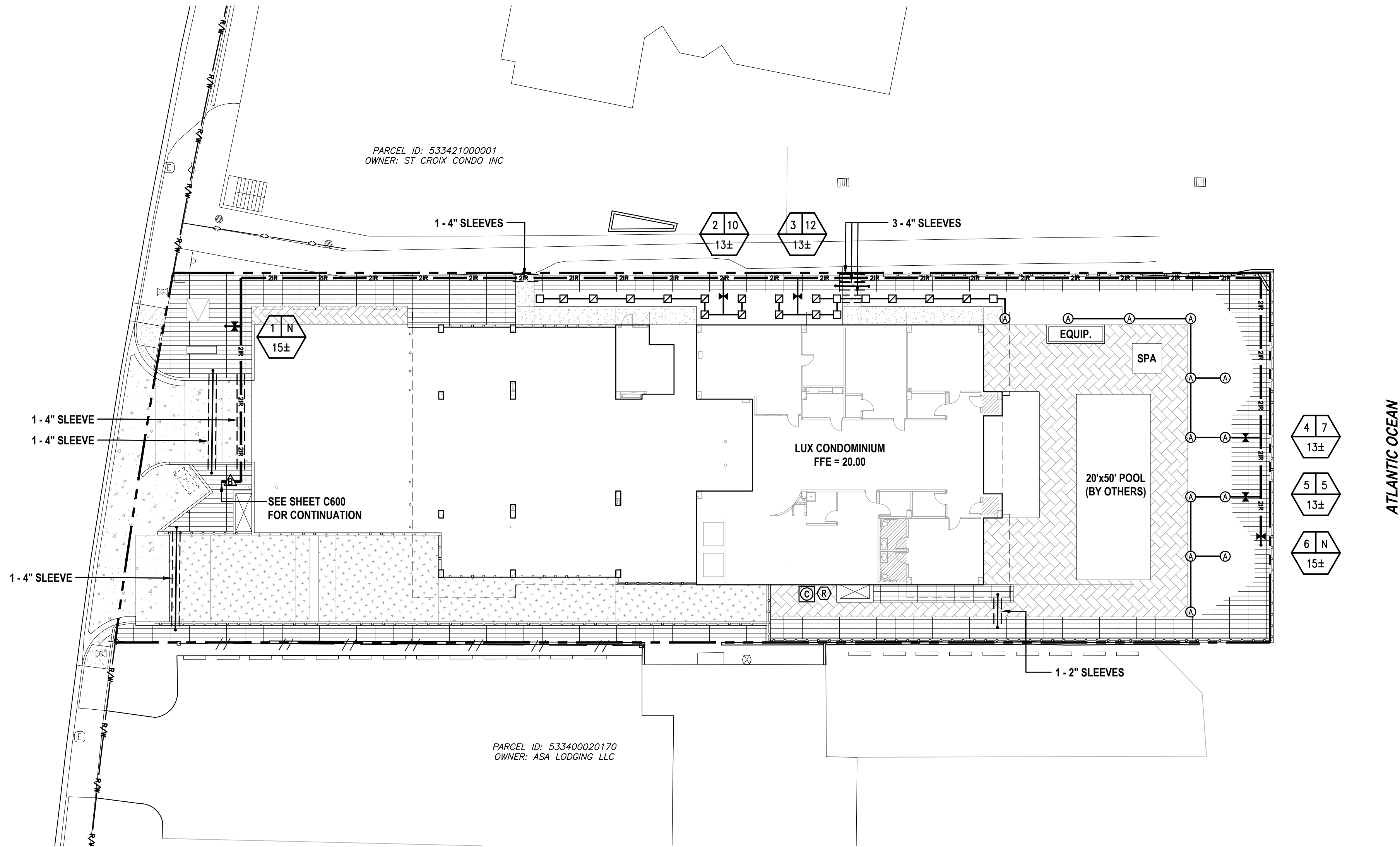
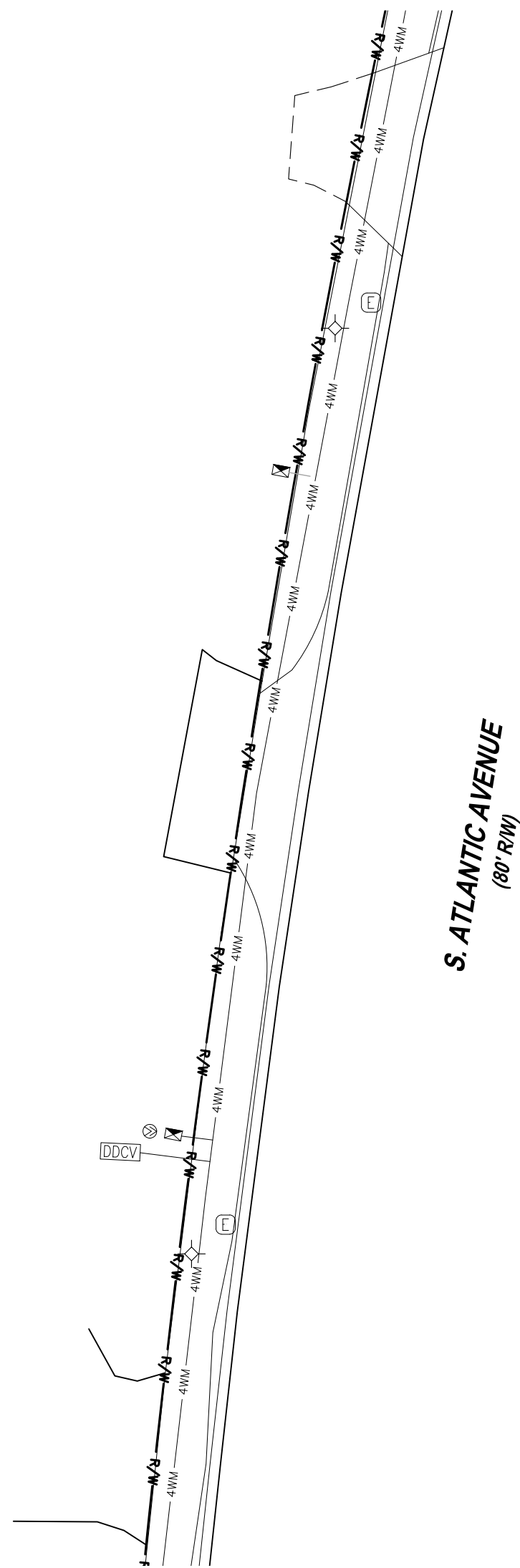
LUX CONDOMINIUM

3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No: 221122
DATE: JUNE 10, 2024
DESIGN BY: RLP
DRAWN BY: JMB
CHECKED BY: RLP
SCALE: 1" = 20'

SHEET NUMBER:

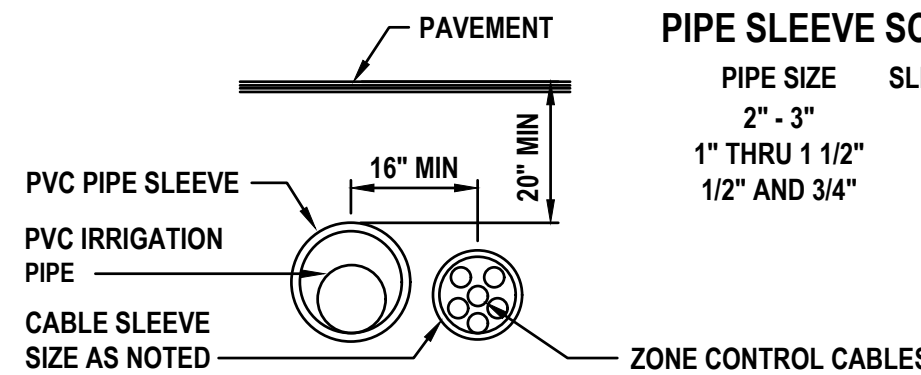
L100



GALLONS PER MINUTE (GPM)	PIPE SIZE
0-4	1/2"
4-8	3/4"
9-12	1"
13-22	1 1/4"
23-30	1 1/2"
31-50	2"
51-70	2 1/2"
71-110	3"

AT THE DISCRETION AND SOLE
RESPONSIBILITY OF THE
IRRIGATION CONTRACTOR, THE
DIAMETER OF THE SLEEVE PIPE
MAY BE REDUCED.

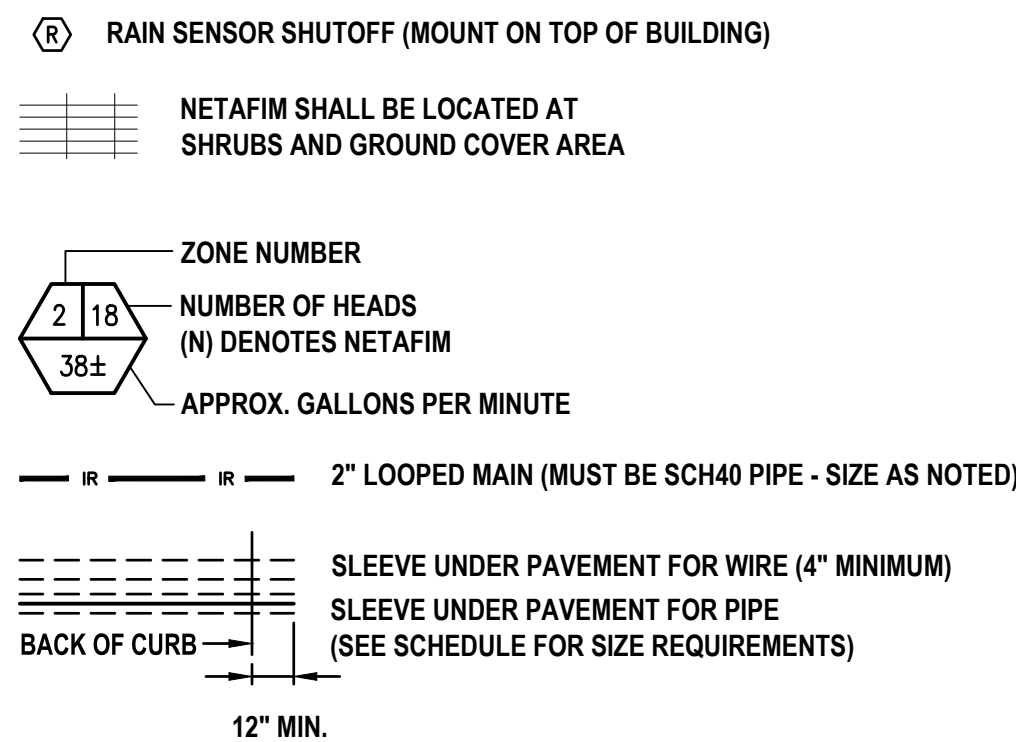
PIPE SIZE	SLEEVE SIZE
2" - 3"	6"
1" THRU 1 1/2"	4"
1/2" AND 3/4"	3"



NOTE: IRRIGATION LINES ARE SHOWN DIAGRAMMATICALLY AND ARE INTENDED TO SHOW DISTRIBUTION ZONES ONLY. ALL VALVES SHALL BE LOCATED WITHIN PLANTING AREAS (NOT WITHIN PAVEMENT). LINES LOCATED UNDER PAVEMENT SHALL BE KEPT TO A MINIMUM AND ALL PIPING UNDER PAVED AREAS SHALL BE SLEEVED.

(USE THE FOLLOWING IRRIGATION EQUIPMENT OR EQUAL

15' EST (RAIN BIRD 15' END STRIP)	0.61 GPM
15' SST (RAIN BIRD)	1.21 GPM
9' SST (RAIN BIRD)	1.73 GPM
ADJUSTABLE 15' RADIUS	VARIABLE
QUARTER 15' RADIUS	0.92 GPM
HALF 15' RADIUS	1.85 GPM
THREE QUARTER 15' RADIUS	2.78 GPM
FULL 15' RADIUS	3.70 GPM
RAIN BIRD 18 SERIES VAN	1.33 GPM
RAIN BIRD 18 SERIES VAN	2.66 GPM
RAIN BIRD 18 SERIES VAN	3.99 GPM
RAIN BIRD 18 SERIES VAN	1.33 - 5.32 GPM
HUNTER GEAR DRIVE	2.7 GPM
HUNTER GEAR DRIVE	3.4 GPM
HUNTER GEAR DRIVE	3.9 GPM
BUBBLER	1.5 GPM
2" VALVE (PRESSURE REDUCING)	
2" BACKFLOW PREVENTER	
RAIN BIRD ESPLXM: 8 STATION OUTDOOR MOUNT	

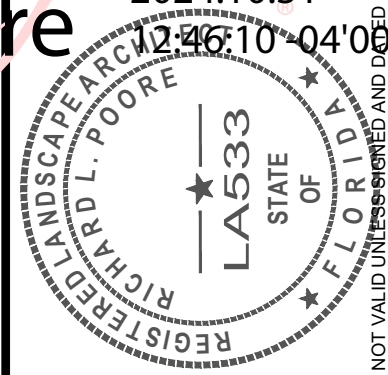


- ALL SPRAY HEADS ARE TO BE RAIN BIRD 6" POPUP FOR TURF AREA AND ALL OTHER SPRAY HEADS ARE TO BE ON POPUP AND/OR RISER TO ASSURE 100% COVERAGE. ALL RISERS ARE TO BE STAKED AND PAINTED GREEN OR BLACK

- ALL ZONES TO HAVE PRESSURE REDUCING VALVES OR PRESSURE REDUCING HEADS.
- VERIFY DEPTH OF OTHER UTILITIES TO AVOID CONFLICT WITH INSTALLATION OF IRRIGATION PIPING, VALVES AND SPRAY HEADS.

NOTE: ALL IRRIGATION ZONES ARE PROVIDING COVERAGE FOR MEDIUM (M) TO LOW (L) WATER REQUIREMENTS

Digitally signed
by Richard L.
Poore
Date:
2024.10.31



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
RICHARD L. POORE, RLA
ON THE DATE ADJACENT TO THE SEAL.
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IRRIGATION PLAN

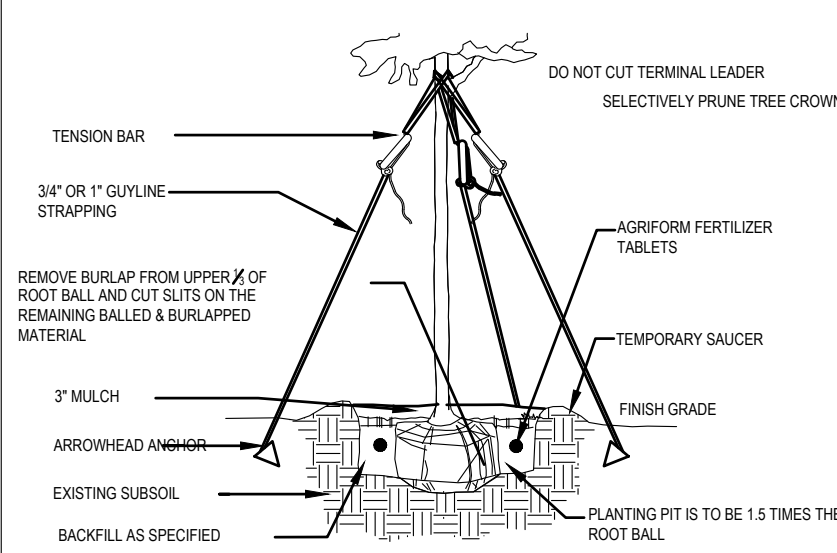
LUX CONDOMINIUM

3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No:	221122
DATE:	JUNE 10, 2024
DESIGN BY:	RLP
DRAWN BY:	JMB
CHECKED BY:	RLP
SCALE:	1" = 20'
SHEET NUMBER:	

L200

Tree Frog Environmental Products®
(formerly Arborguy®)
PRO20/PRO40/PRO60/PRO80STAKING DETAIL



Adjustable Guying Method Using a Tension Bar

The anchors for each kit are best installed using the Integrated Tool Assembly (ITA) from the manufacturer.

1. Once the arrowhead anchor has been driven into the ground and set (secured), the guyline should be passed through Hole #1 on the tension bar, then wrapped around the tree trunk just above the lowest established branch. Then, the guyline should be passed through Hole #2 in the tension bar just below the first established branch. After pulling taut any slack, a stop knot is established immediately below Hole #2 in the guyline. (See Figure 1)

2. The tension bar is then pulled downward until the tree is straight and the guyline is SNUG (NOT TIGHT). (See Figure 2)

3. The tension bar is locked into place by tying the loose end of the guyline itself just above Hole #2. (See Figure 3)

This tensioning method allows the guylines to be readjusted, if necessary, in order to keep the guylines snug until the tree root system is established and the staking material is removed.

- *Specify Anchor
1. Biodegradable (soft or hard soil)
 2. Nylon (soft soil)
 3. Heavy Duty (hard soil)

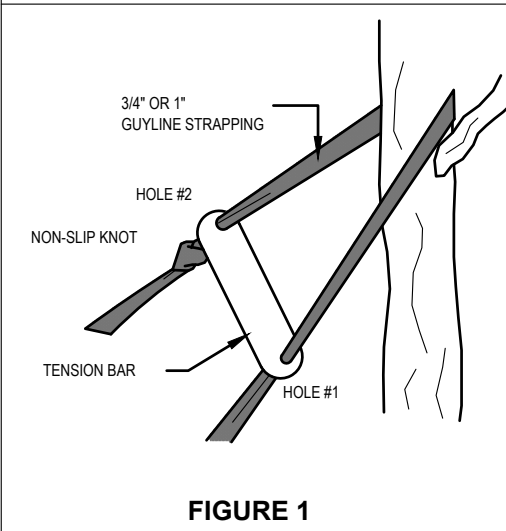


FIGURE 1

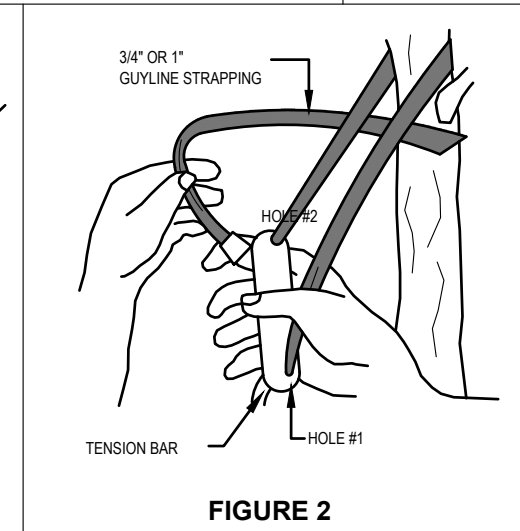


FIGURE 2

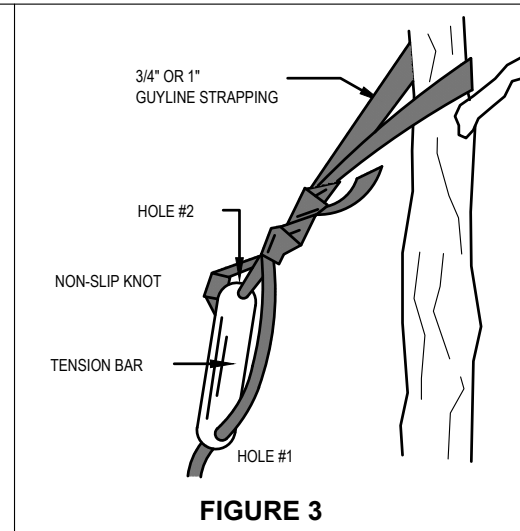
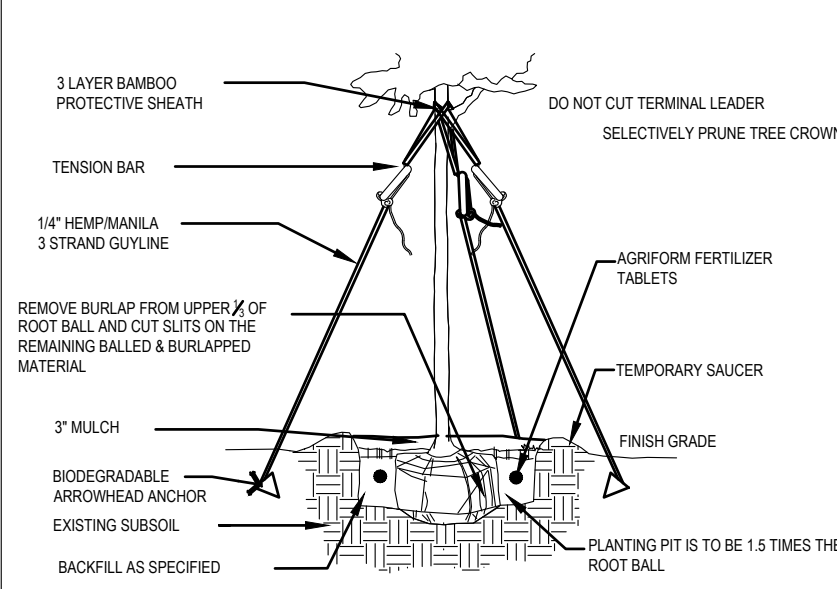


FIGURE 3

Tree Frog Environmental Products®
(formerly Arborguy®)
BIODEGRADABLE TREE GUYING DETAIL



Biodegradable Adjustable Guying Method Using a Tension Bar

The anchors for each kit are best installed using the Integrated Tool Assembly (ITA) from the manufacturer.

1. Once the Biodegradable arrowhead anchor has been driven into the ground and set (secured), the guyline should be passed through Hole #1 on the tension bar, then wrapped around the tree trunk just above the lowest established branch. Then, the guyline should be passed through Hole #2 in the tension bar just below the first established branch. After pulling taut any slack, a stop knot is established immediately below Hole #2 in the guyline. (See Figure 1)

2. The tension bar is then pulled downward until the tree is straight and the guyline is SNUG (NOT TIGHT). (See Figure 2)

3. The tension bar is locked into place by tying the loose end of the guyline itself just above Hole #2. (See Figure 3)

This tensioning method allows the guylines to be readjusted, if necessary, in order to keep the guylines snug until the tree root system is established and the staking material is removed.

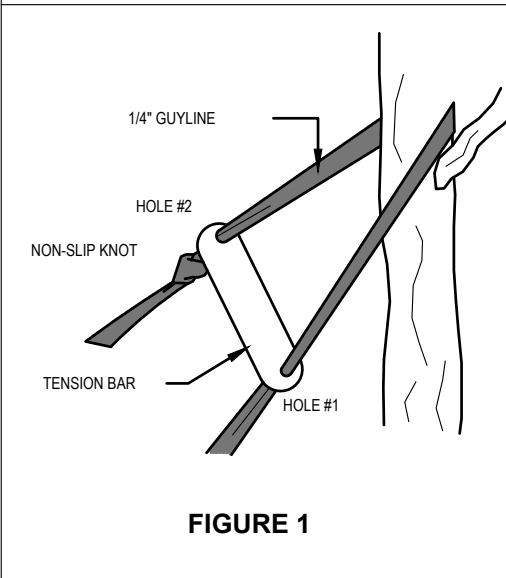


FIGURE 1

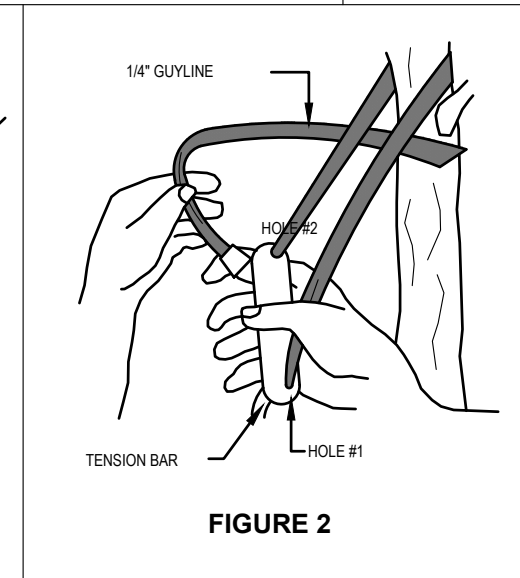


FIGURE 2

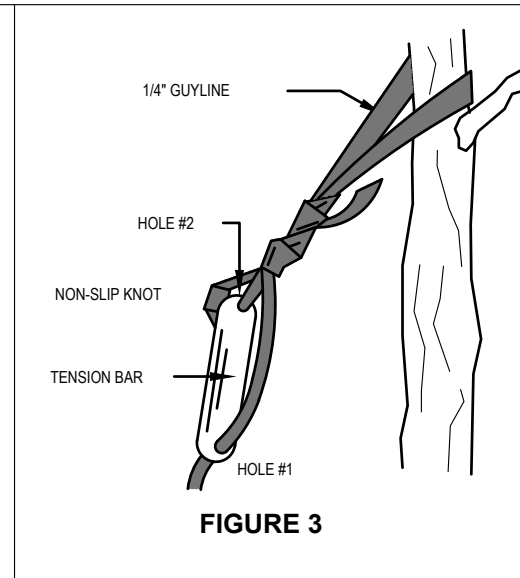


FIGURE 3

NOTE: TREE STAKING IS ONLY FOR MEDIUM AND LARGE TREES

PHONE: (352) 735-7411 EMAIL: info.treefrogpe@gmail.com

Tree Frog® PRO20 SYSTEM

PRO20:
For up to 2" Caliper Trees
(3) ARBORGUY™ Guylines 3/4" x 12' = 600 lb test Black or Green, UV resistant, polypropylene strapping
(3) "Tool-Free" Tension Bars™
(3) Arrowhead * Anchors (4" x 3-3/4")

Tree Frog® PRO40 SYSTEM

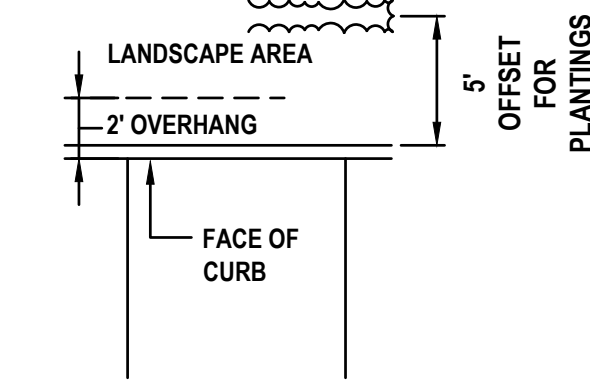
PRO40:
For up to 4" Caliper Trees
(3) ARBORGUY™ Guylines 1" x 12' = 600 lb test Black or Green, UV resistant, polypropylene strapping
(3) "Tool-Free" Tension Bars™
(3) Arrowhead * Anchors (4 3/4" x 4 1/2")

Tree Frog® PRO60 SYSTEM

PRO60:
For up to 6" Caliper Trees
(3) ARBORGUY™ Guylines 1" x 15' = 2400 lb break strength polyester black strapping
(3) "Tool-Free" Tension Bars™
(3) Arrowhead * Anchors (4 3/4" x 4 1/2")

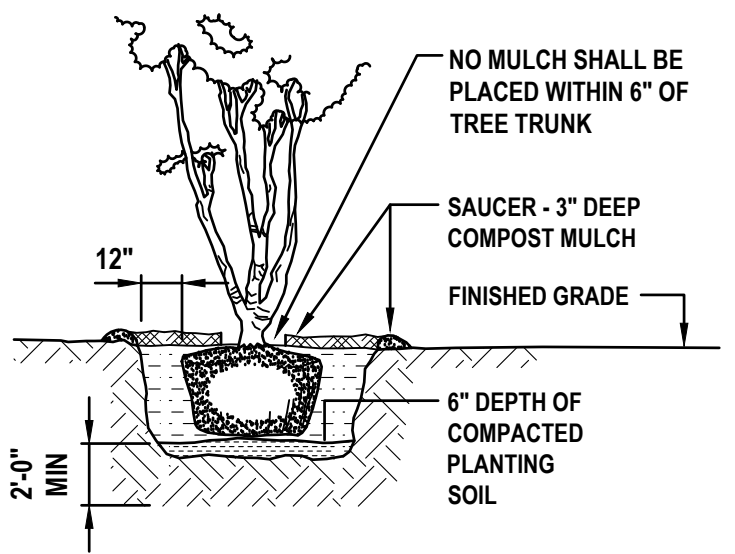
Tree Frog® PRO80 SYSTEM

PRO80:
For up to 8" Caliper Trees
(4) ARBORGUY™ Guylines 1" x 15' = 2400 lb break strength black polyester strapping
(4) Steel Cable leaders attached to anchors (optional)
(4) "Tool-Free" Tension Bars™
(4) Arrowhead * Anchors (4 3/4" x 4 1/2")



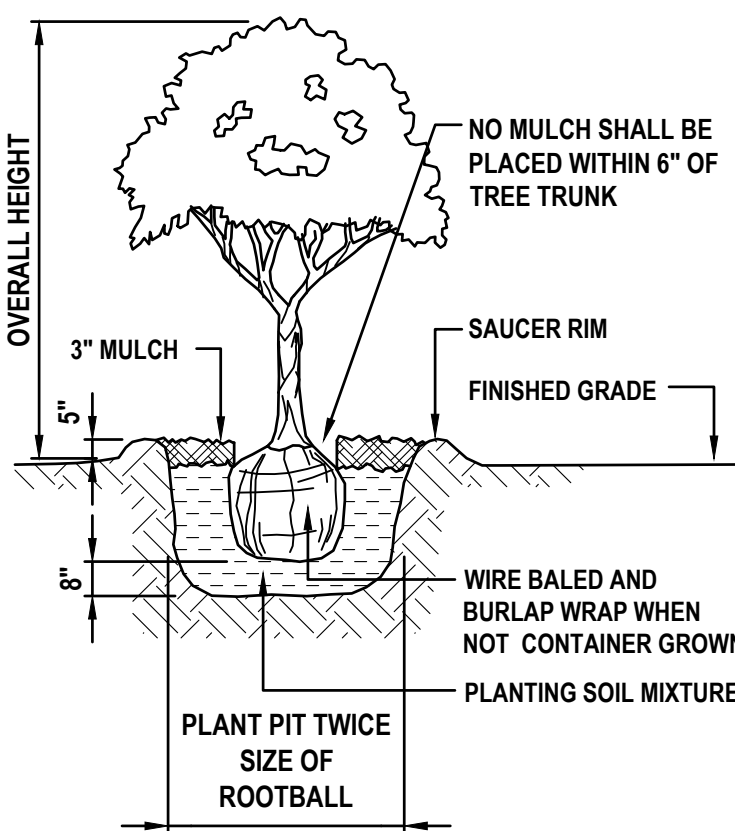
TYPICAL OVERHANG SPACE WITH HEDGE DETAIL

NOT TO SCALE



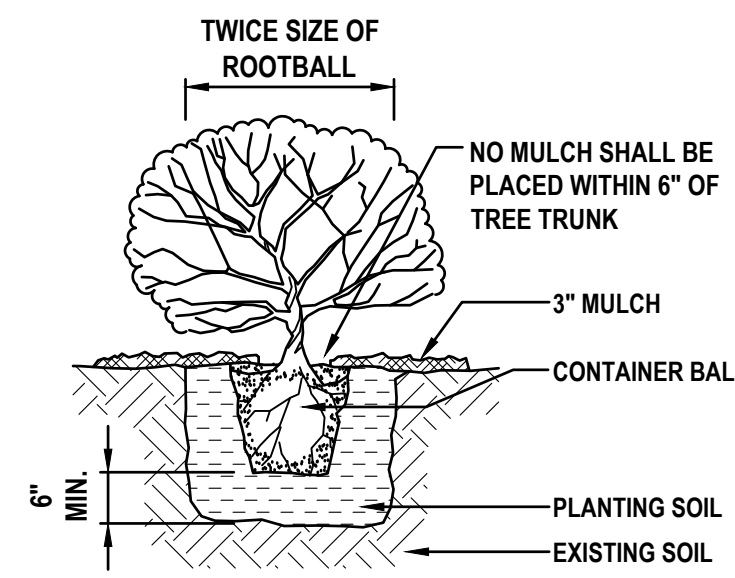
MULTI-TRUNK PLANTING DETAIL

NOT TO SCALE



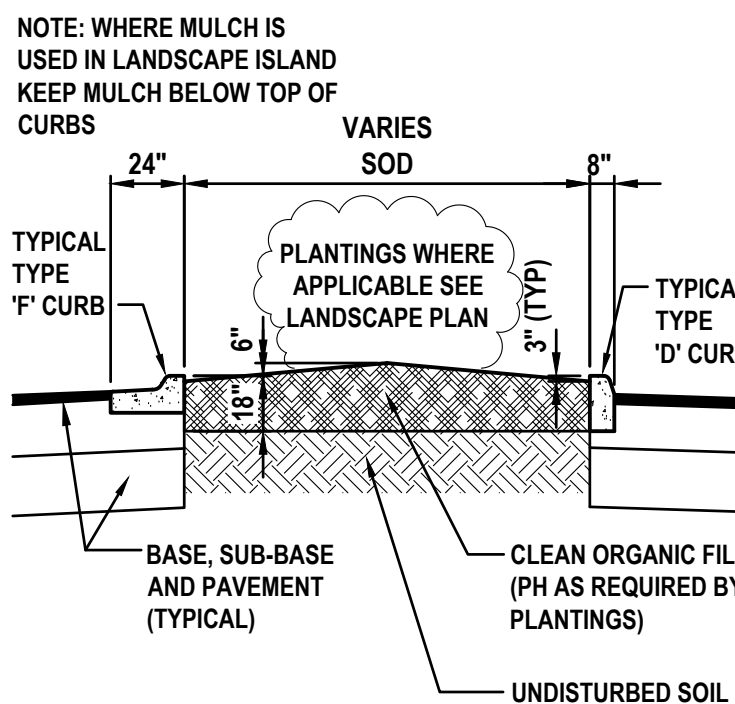
TREE PLANTING DETAIL

NOT TO SCALE



SHRUB PLANTING DETAIL

NOT TO SCALE



ISLAND PLANTING DETAIL

NOT TO SCALE

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.

2. MULCH SHALL BE PINE BARK, INSTALLED A MINIMUM OF 3" THICK AFTER SETTLEMENT, IN ALL PLANTING AREAS.

3. SOD SPECIFIED AS ST. AUGUSTINE SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 75% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.

4. SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.

5. ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.

6. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.

7. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.

8. ALL PLANTING BEDS SHALL BE TREATED WITH HERBICIDE. USE AS DIRECTED BY MANUFACTURERS.

9. NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.

10. 100% AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED ACCORDING TO THE IRRIGATION PLAN AND SPECIFICATIONS.

11. THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.

12. ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.

13. ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.

14. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.

15. EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.

16. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 672-9515.

17. ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING TREE FROG STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.

18. ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.

19. ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH BAHIA UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.

20. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.

21. ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.

22. ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM DIAMETER MULCHED RING UNLESS NOTED OTHERWISE ON THE DRAWINGS.

23. TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.

24. ALL SPECIFICATIONS MUST BE AS SPECIFIED OR GREATER.

25. PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.

26. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3' OF CLEAN SAND WITH A PH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.

27. BALLED AND BURLAPPED STRAPPING WIRE, AND ANY SYNTHETIC MATERIAL SHALL BE REMOVED PRIOR TO FINAL INSPECTION. WIRE BASKETS SHOULD BE CUT AWAY FROM TOP ONE-THIRD OF ROOT BALL.

28. NON-CANOPY TREES SHALL NOT BE PLANTED CLOSER THAN 10 FEET FROM OTHER TREES AND CANOPY TREES NO CLOSER THAN 20-30 FEET, DEPENDING ON SPECIES.

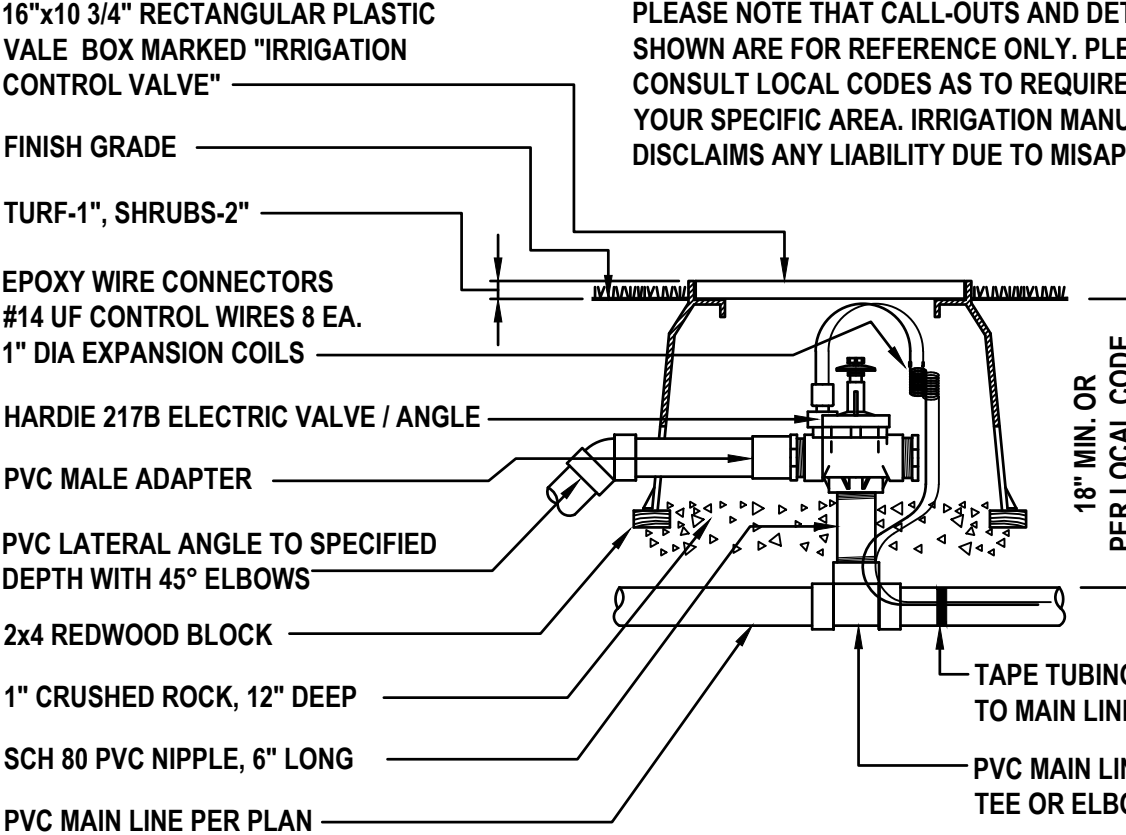
29. A MULCH RING FOR ALL NEWLY PLANTED TREES SHALL BE PROVIDED AT LEAST FIVE (5) FEET IN DIAMETER AND NOT CLOSER THAN SIX (6) INCHES FROM THE TREE TRUNK.

30. TREES SHALL HAVE A MINIMUM HEIGHT OF EIGHT (8) TO TEN (10) FEET AND TWO (2) INCHES OF DBH.

31. SHRUB LINES ARE TO BE PLANTED AT THE REQUIRED MINIMUM HEIGHT, NOT BY CONTAINER SIZE.

32. THE IRRIGATION CONTRACTOR SHALL PROVIDE A DESIGN-BUILD OF ITS IRRIGATION PIPING AND HEADS TO PROVIDE A LOOPED SYSTEM WITH A 2" MINIMUM SIZE. AN IRRIGATION PLAN SHALL BE PREPARED AND PROVIDED TO CITY STAFF.

33. CONTRACTOR SHALL ENSURE ANY/ALL CRITICAL ROOT ZONES MUST HAVE ROOT PRUNING PRIOR TO PERMANENT IRRIGATION INSTALLATION.



VALVE AND BOX DETAIL

NOT TO SCALE

IRRIGATION NOTES:

1. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND CONDITIONS PRIOR TO ITS COMMENCEMENT OF THE IRRIGATION WORK.

2. THE PLAN IS SCHEMATIC ONLY. THE CONTRACTOR SHALL INSTALL PIPING IN A MINIMUM NUMBER OF TRENCHES AND SHALL INSTALL PIPE IN A MINIMUM LENGTH.

3. QUANTITIES FOR IRRIGATION MATERIALS ARE NOT GIVEN. THE CONTRACTOR SHALL DETERMINE THIS FROM THE PLAN.

4. INSTALL SLEEVE PIPING WHERE SHOWN ON THE DRAWINGS AT THE PROPER DEPTH.

5. ALL SLEEVE PIPE SHALL BE SCHEDULE 40 PVC PIPE INSTALLED A MINIMUM OF 20" BELOW FINISHED PAVING GRADES.

6. ALL SLEEVES WHEN PLACED IN FIELD ARE TO BE LOCATED BY A METAL PIPE AT EACH END AND LOCATED FROM TWO STATIONARY POINTS BY TAPE MEASUREMENTS.

7. ALL PIPE SHALL BE INSTALLED A MINIMUM OF 20" BELOW GRADE.

8. ALL TRENCHING SHALL BE KEPT OUT OF THE DRIP LINE AREA OF ALL EXISTING TREES. USE RADIAL LINES OR TUNNELING WHEN NECESSARY TO ENCR OACH INTO THE DRIP LINE AREA OF TREES.

9. LOCATE ALL VALVES AND OTHER IRRIGATION EQUIPMENT IN PLANT BED AREAS WITHIN THE PROJECT LIMITS FOR CONCEALMENT PURPOSES.

10. RISERS ARE TO BE HIDDEN COMPLETELY IN SHRUBBERY OR PAINTED BLACK AND IN NO CASE BE HIGHER THAN THE SHRUBBERY INSTALLED.

11. ALL PIPE EXPOSED ABOVE GRADE AND TO VIEW SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE OF THE NOTED SIZE.

12. ALL VALVES SHALL BE INSTALLED IN METER TYPE SIZE BOXES EQUAL TO AMETEK POLY-IRON.

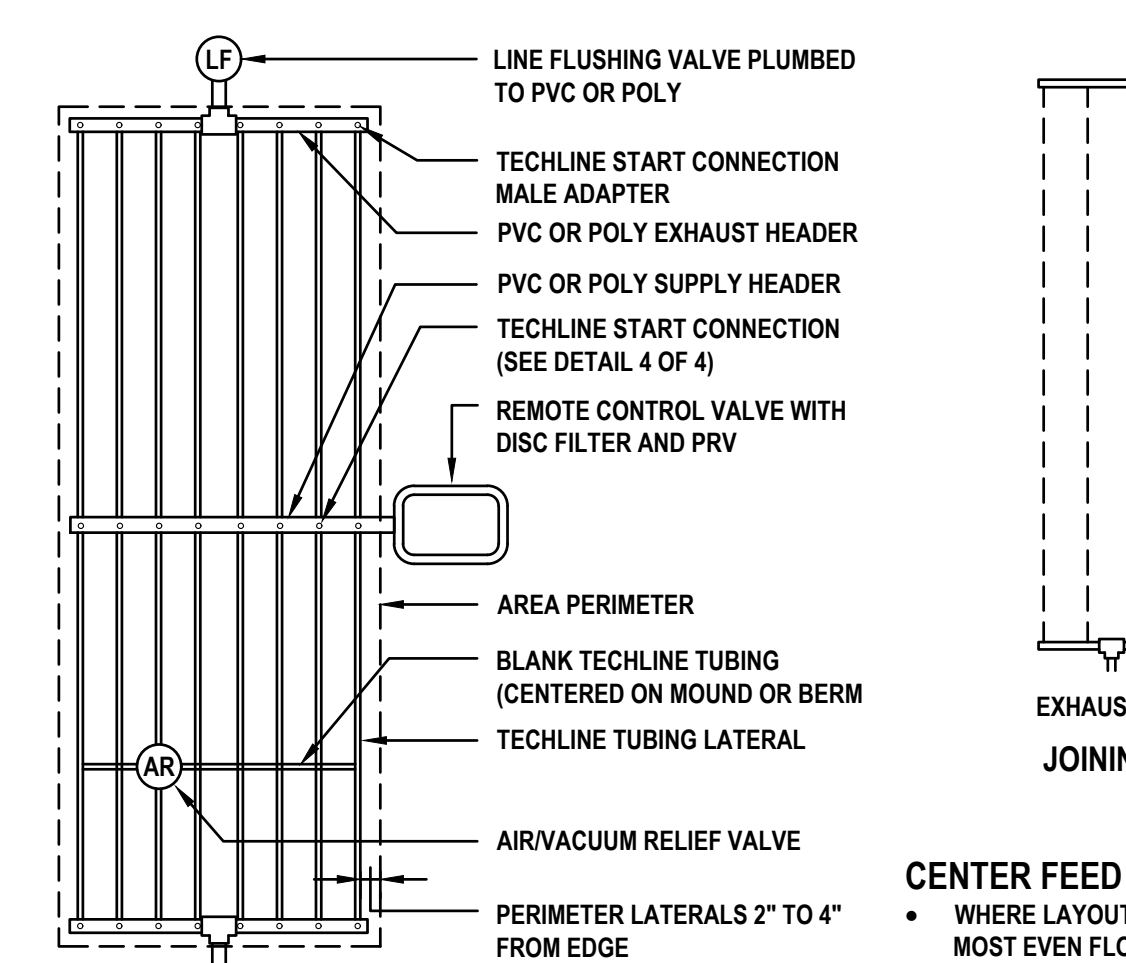
13. IRRIGATION SHALL MEET ALL APPLICABLE CURRENT MUNICIPAL, COUNTY, STATE OR FEDERAL CODES, ORDINANCES AND REGULATIONS THAT HAVE JURISDICTION.

14. ALL PIPE 1/2" TO 2 1/2" IN SIZE SHALL BE PRESSURE RATED 160 PVC (EXCEPT MAIN) AND SHALL.

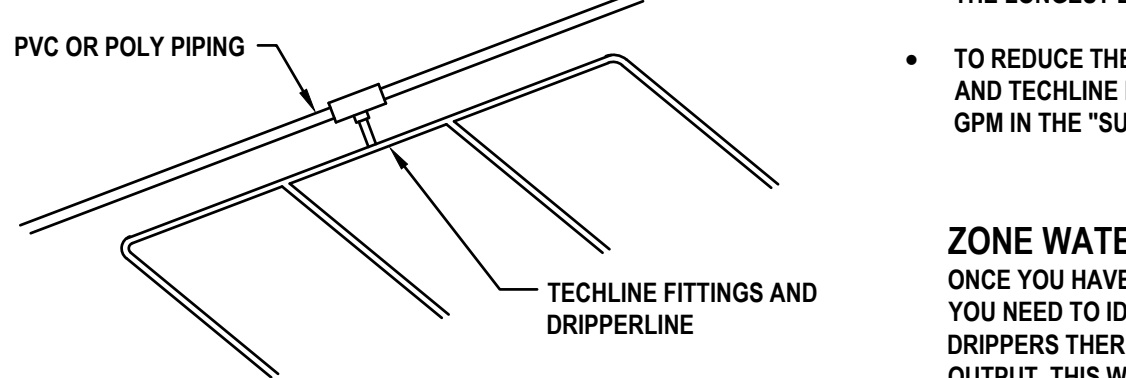
15. ALL FITTINGS SHALL BE SCHEDULE 40 PVC.

16. ALL SPRAY HEADS ARE TO BE A MINIMUM OF 6" POP-UP AND ALL HEADS IN PLANTING AREAS TO BE 12" POP-UP OR RISERS.

17. ELECTRICAL TO CONTROLLER SHALL BE SUPPLIED BY ELECTRICAL CONTRACTOR (NOT IRRIGATION CONTRACTOR)



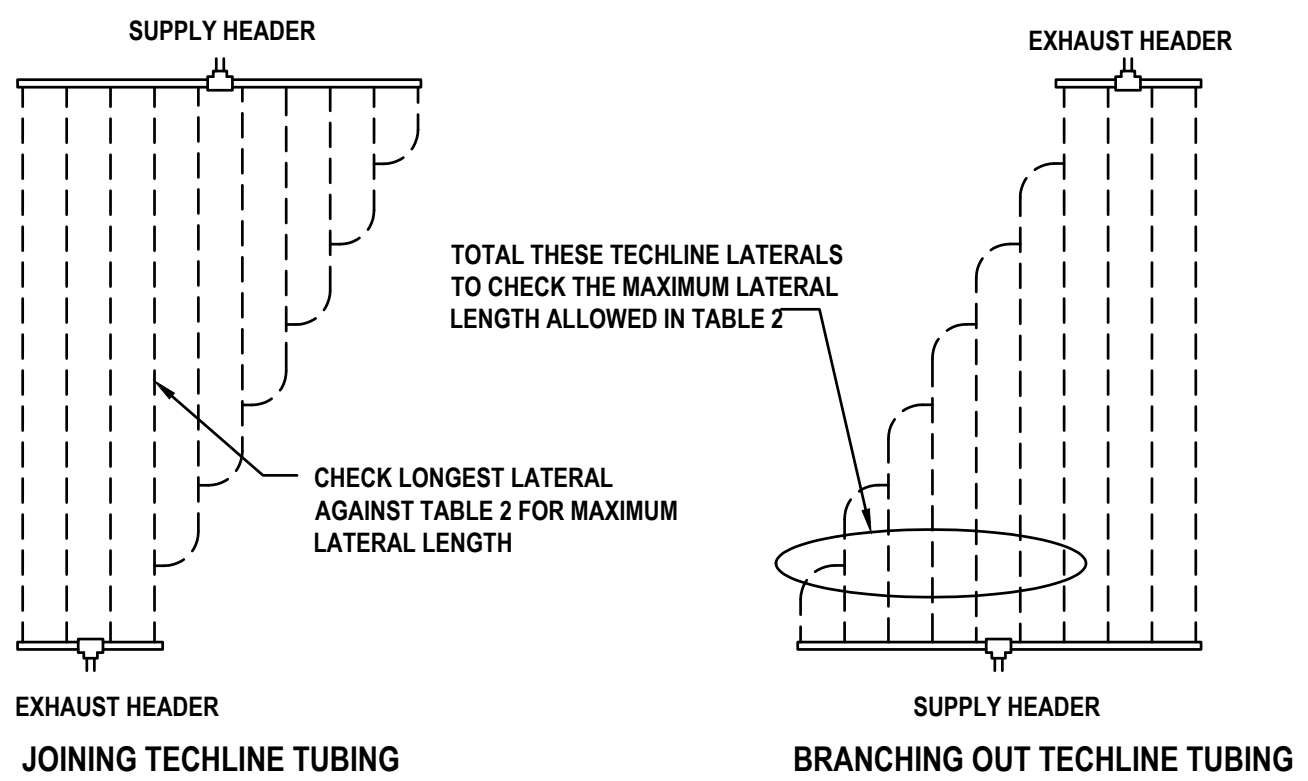
TECHLINE CENTER FEED LAYOUT



CREATING SUB-HEADERS TO REDUCE GLUE/SADDLE JOINTS

NETAFIM DETAIL

NOT TO SCALE



CENTER FEED LAYOUTS:

- WHERE LAYOUT FLEXIBILITY EXISTS, IT IS RECOMMENDED THAT CENTER FEED LAYOUTS BE USED. THIS ALLOWS FOR THE MOST EVEN FLOW OF WATER THROUGH OUT THE ZONE.
- CENTER FEED LAYOUTS ALSO ALLOW YOU TO MAXIMIZE THE LENGTHS OF TECHLINE THAT CAN BE RUN.

OTHER FEED LAYOUTS:

- WHEN BRANCHING OUT, OR JOINING TECHLINE, ONE OF TWO RULES APPLY. RULE 1 - WHEN BRANCHING OUT TECHLINE FROM THE SUPPLY HEADER, TOTAL ALL "BRANCHED OUT" DRIPPERLINE AND CHECK THE SUM AGAINST THE MAXIMUM LATERAL LENGTH IN TABLE 2. RULE 2 - WHEN JOINING DRIPPERLINE LATERALS FROM THE SUPPLY HEADER, CHECK ONLY THE LONGEST LATERAL AGAINST THE MAXIMUM ALLOWABLE IN TABLE 2.
- TO REDUCE THE NUMBER OF GLUE JOINTS, SADDLES OR INSERT FITTINGS IN A HEADER, TRANSITION TO TECHLINE AND TECHLINE FITTINGS TO MAKE UP SUB-HEADERS, MAKING SURE TO FOLLOW THE GUIDELINE OF A MAXIMUM OF 0.5 GPM IN THE "SUB-HEADER" ZONE.

ZONE WATER REQUIREMENTS:

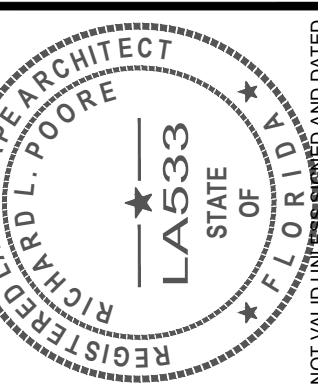
ONCE YOU HAVE LAID OUT THE TECHLINE, YOU NEED TO IDENTIFY HOW MANY DRIPPERS THERE ARE, AND THEIR TOTAL OUTPUT. THIS WILL HELP YOU DETERMINE MAINLINE, SUBMAIN AND SUPPLY/EXHAUST HEADER SIZING, VALVE, FILTER, AND REGULATOR SELECTION.,

TABLE 2: MAXIMUM LENGTH OF A SINGLE LATERAL (FEET)												
EMITTER SPACING		12"			18"			24"				
INLET PRESSURE	20 psi	444	326	256	194	631	463	365	277	465	353	
	25 psi	496	364	287	217	706	518	409	310	519	395	
	35 psi	578	423	333	253	821	604	476	361	605	461	
	45 psi	641	470	370	281	913	670	529	401	673	513	

REVISIONS

DATE	DESCRIPTION
08/16/24	REV PER 7/12 CITY
09/30/24	REV PER 9/20 CITY
10/15/24	REV PER PO COMMENT

Digitally signed by Richard L. Poore
Date: 2024.10.31 12:46:56 -0400



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RICHARD L. POORE, RLA ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



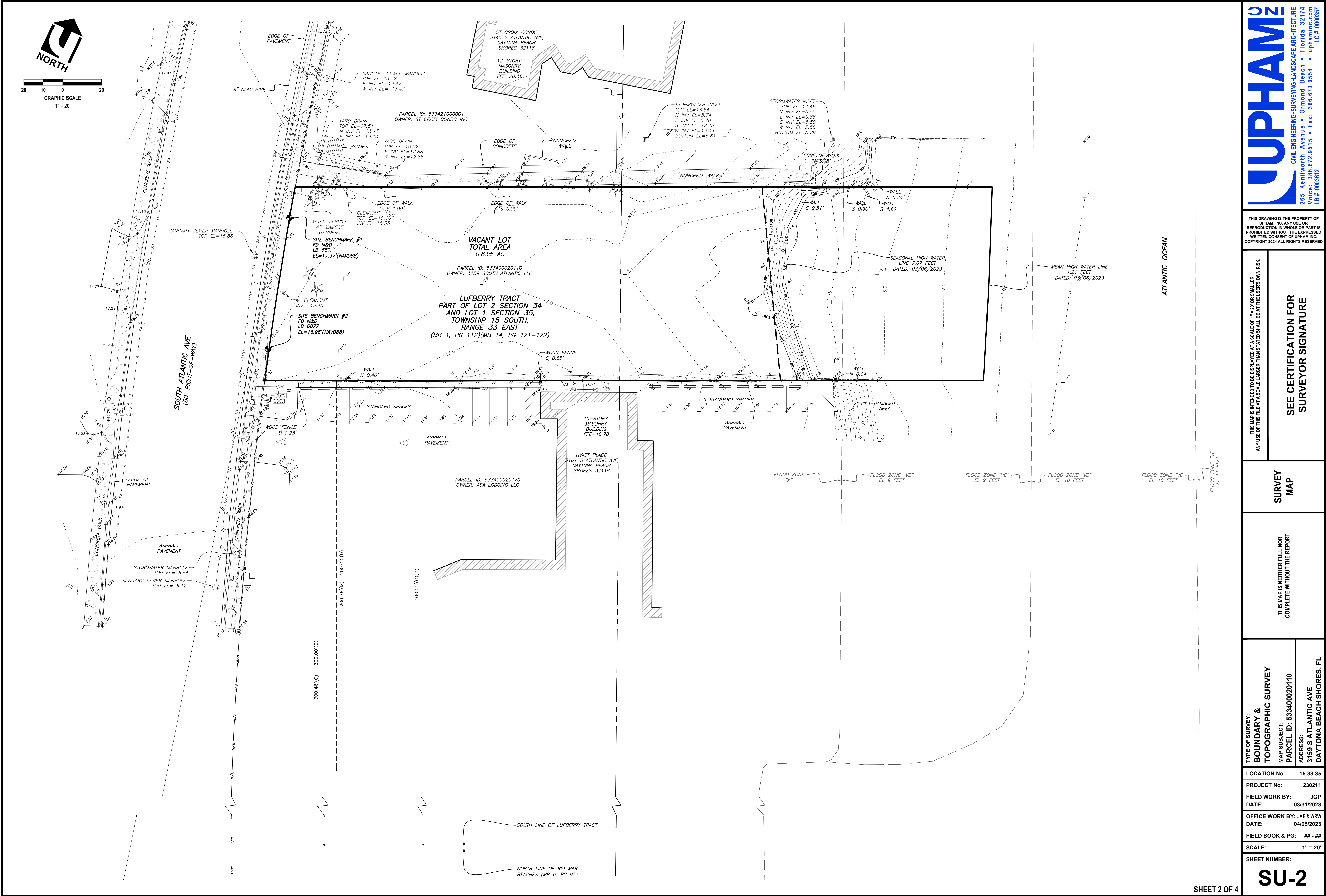
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LANDSCAPE / IRRIGATION DETAILS AND NOTES
LUX CONDOMINIUM
3159 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32118

PROJECT No:	221122
DATE:	JUNE 10, 2024
DESIGN BY:	RLP
DRAWN BY:	JMB
CHECKED BY:	RLP
SCALE:	VARIES

SHEET NUMBER:

L300



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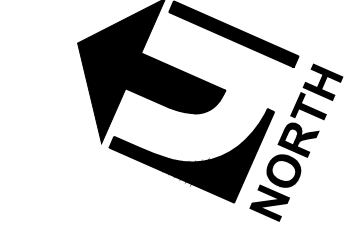
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SEE CERTIFICATION FOR SURVEYOR SIGNATURE

SURVEY MAP

THIS MAP IS NEITHER FULL NOR COMPLETE WITHOUT THE REPORT

TYPE OF SURVEY: BOUNDARY & TOPOGRAPHIC SURVEY	LOCATION No: 15-33-35
MAP SUBJECT: PARCEL ID: 533400020110	PROJECT No: 230211
ADDRESS: 3159 S ATLANTIC AVE DAYTONA BEACH SHORES, FL	FIELD WORK BY: JGP DATE: 03/31/2023
	OFFICE WORK BY: JAE & WRW DATE: 04/05/2023
	FIELD BOOK & PG: ## - ##
	SCALE: 1" = 20'
	SHEET NUMBER: SU-2



UPHAMIZ
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
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SEE CERTIFICATION FOR
SURVEYOR SIGNATURE

SURVEY MAP

THIS MAP IS NEITHER FULL NOR
COMPLETE WITHOUT THE REPORT

TYPE OF SURVEY:
BOUNDARY &

MAP SUBJECT:
PARCEL ID: 533400020110

ADDRESS:
3159 S ATLANTIC AVE
DAYTONA BEACH SHORES, FL 32119

LOCATION No: 15-33-35

PROJECT No:	230211
-------------	--------

FIELD WORK BY: JGF

DATE: 03/31/2023

OFFICE WORK BY: JAE & WRW

DATE: 04/05/2023

FIELD BOOK & PG: ### - ##

SCALE: 1" = 100'

SHEET NUMBER:

SU-3

SHEET 3 OF 4

ABBREVIATIONS / LEGEND

±	MORE OR LESS	CM...	4"x4" CONCRETE MONUMENT (AS NOTED)	▽	GAS LINE MARKER
AC	AIR CONDITIONING	IRC...	IRON ROD & CAP (AS NOTED)	⊗	GAS METER
AC	ACRES	IRL...	IRON ROD (NO ID)	⊗	GAS VALVE
ALTA	AMERICAN LAND TITLE ASSOCIATION	NSD...	NAIL & DISK (AS NOTED)	⊗	REUSE BACKFLOW PREVENTER
ADA	AMERICAN DISABILITY ACT	N&W...	NAIL & WASHER (AS NOTED)	▽	REUSE SERVICE STUB
BFE	BASE FLOOD ELEVATION	IPC...	IRON PIPE & CAP (AS NOTED)	⊗	REUSE WATER METER
BLDG	BUILDING	IP...	IRON PIPE (NO ID)	⊗	REUSE WATER VALVE
BTM	BOTTOM	MP...	METAL PIPE (AS NOTED)	⊗	GREASE TRAP MANHOLE
(C)	CALCULATED	PKD...	PARKER-KALON MAGNETIC NAIL & DISK (AS NOTED)	⊗	CLEANOUT
CA	CENTRAL ANGLE	SPKE...	RAILROAD SPIKE (NO ID)	⊗	SANITARY SEWER MANHOLE
CH	CHORD LENGTH	NAIL...	NAIL IN PAVEMENT (NO ID)	⊗	SANITARY SEWER VALVE
CHB	CHORD BEARING	X-CUT...	SURVEYOR'S X-CUT	⊗	FIBER OPTIC CABLE MARKER
CMP	CORRUGATED METAL PIPE	ADA / HANDICAP SYMBOL		⊗	FIBER OPTIC PEDESTAL
CPP	CORRUGATED PLASTIC PIPE	BICYCLE LANE SYMBOL		⊗	TELECOM BOX
CONC	CONCRETE	THRU LANE ARROW		⊗	TELECOM MANHOLE
CR	COUNTRY ROAD DESCRIPTION OR DEED	TURN LANE ARROW		⊗	TELECOM LINE MARKER
(D)	DUCTILE IRON PIPE			⊗	TELECOM PEDESTAL
DIP	FOUND			⊗	CABLE TV PEDESTAL
FD	ELEVATION			⊗	BACTERIOLOGICAL SAMPLE POINT
EL	EDGE OF PAVEMENT			⊗	END-CAP
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE			⊗	11" BEND
ESMT	EASEMENT			⊗	22" BEND
FAC	FLORIDA ADMINISTRATIVE CODE			⊗	45° BEND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION			⊗	90° BEND
FDNR	FLORIDA DEPARTMENT OF NATURAL RESOURCES			⊗	TEE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION			⊗	CROSS
FFE	FINISH FLOOR ELEVATION			⊗	HOSE BIB
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY			⊗	BLOW-OFF VALVE
FIRM	FLOOD INSURANCE RATE MAP			⊗	BACKFLOW PREVENTER
FL	FLORIDA			⊗	DOUBLE DETECTOR CHECK VALVE
FLAL	FLORIDA POWER & LIGHT			⊗	FIRE DEPARTMENT CONNECTION
GNSS	GLOBAL NAVIGATION SATELLITE SYSTEM			⊗	FIRE HYDRANT
HDPE	HIGH DENSITY POLYETHYLENE PIPE			⊗	POST INDICATOR VALVE
ID	IDENTIFICATION			⊗	REDUCER
INV	INVERT ELEVATION			⊗	WATER METER
L	LENGTH			⊗	WATER SERVICE STUB
LB	LICENSED BUSINESS			⊗	WATER VALVE
LC	LICENSED CORPORATION			⊗	WELL
LF	LINEAL FEET			⊗	AIR RELEASE VALVE
LLC	LIMITED LIABILITY COMPANY			⊗	UNKNOWN MANHOLE
LS	LICENSED SURVEYOR			⊗	UNKNOWN UTILITY PEDESTAL
(M)	FIELD MEASURED			⊗	UTILITY VAULT (AS NOTED)
MB	MAP BOOK			⊗	
MES	MITERED-END SECTION			⊗	
MPH	MILES PER HOUR			⊗	
NAD83	NORTH AMERICAN DATUM OF 1983			⊗	
NAVDS8	NORTH AMERICAN VERTICAL DATUM OF 1988			⊗	
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929			⊗	
No.	NUMBER			⊗	
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS			⊗	
ORB	OFFICIAL RECORD BOOK			⊗	
(P)	REFERS TO PLAT OF RECORD			⊗	
PC	POINT OF CURVE			⊗	
PCC	POINT OF COMPOUND CURVE			⊗	
PCP	PERMANENT CONTROL POINT			⊗	
PG(S)	PAGE(S)			⊗	
POC	POINT ON CURVE			⊗	
PRC	POINT OF REVERSE CURVE			⊗	
PRM	PERMANENT REFERENCE MONUMENT			⊗	
PSM	PROFESSIONAL SURVEYOR AND MAPPER			⊗	
PT	POINT OF TANGENCY			⊗	
PVC	POLYVINYL CHLORIDE			⊗	
R	RADIUS			⊗	
RCP	REINFORCED CONCRETE PIPE			⊗	
RLS	REGISTERED LAND SURVEYOR			⊗	
R/W	RIGHT-OF-WAY			⊗	
SF	SQUARE FEET			⊗	
SRJWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT			⊗	
SR	STATE ROAD			⊗	
STY	STORY			⊗	
SP	STATE PLANE			⊗	
TELECOM	TELECOMMUNICATIONS			⊗	
TYP	TYPICAL			⊗	
US	UNITED STATES			⊗	
USACOE	UNITED STATES ARMY CORP OF ENGINEERS			⊗	
VCP	VITRIFIED CLAY PIPE			⊗	

TREE LEGEND

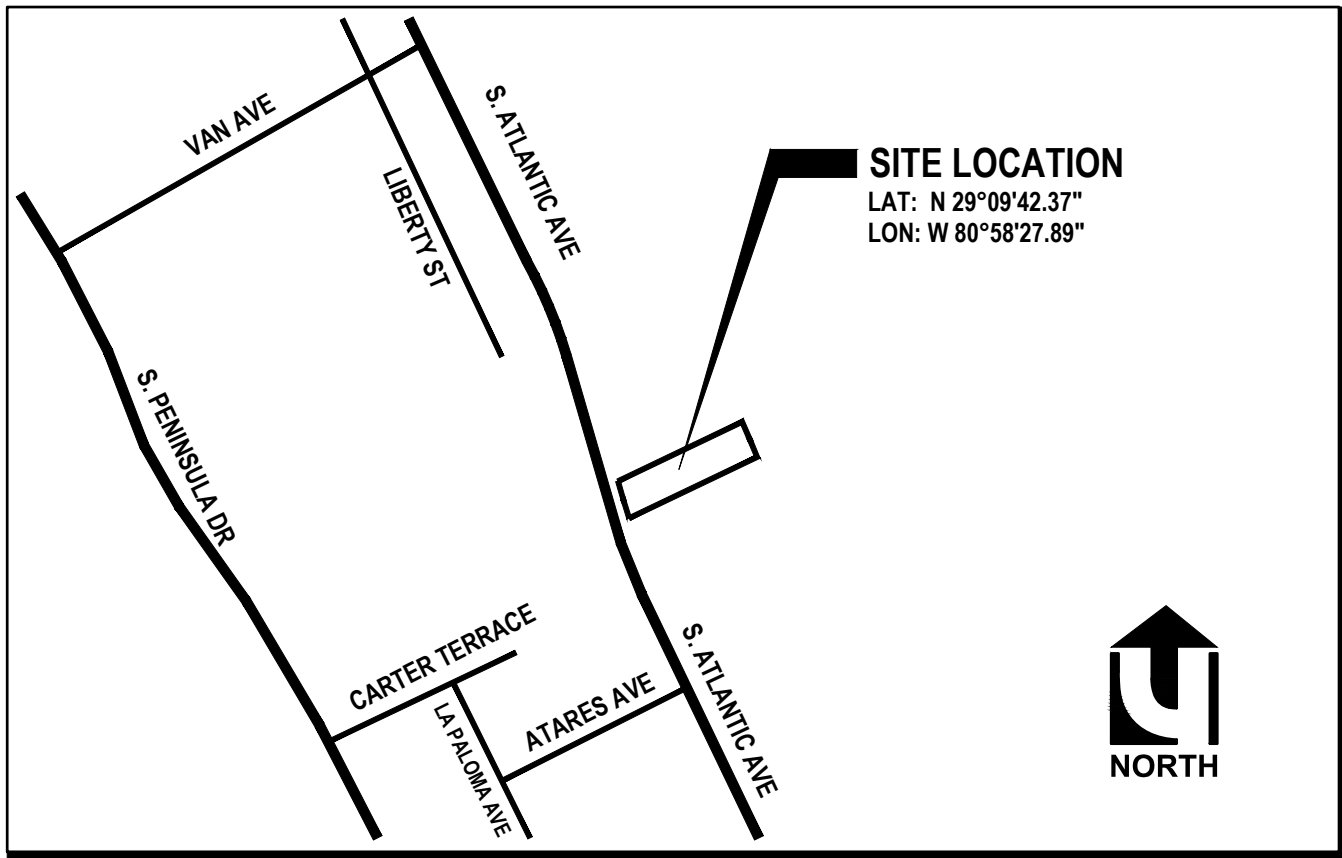
SIZE DENOTED IN SYMBOL	
ASH	ASH
BAY	BAY
CAMPHOR	CAMPHOR
CEDAR	CEDAR
CHINABERRY	CHINABERRY
CHERRY	CHERRY
CITRUS	CITRUS
CYPRESS	CYPRESS
ELM	ELM
SWEETGUM	SWEETGUM
HACKBERRY	HACKBERRY
HICKORY	HICKORY
HOLLY	HOLLY
JUNIPER	JUNIPER
MAGNOLIA	MAGNOLIA
MAPLE	MAPLE
MYRTLE	MYRTLE
OAK	OAK
LAUREL OAK	LAUREL OAK
LIVE OAK	LIVE OAK
PALM	PALM
PINE	PINE
SYCAMORE	SYCAMORE
MISC. 1	MISC. 1
MISC. 2	MISC. 2
MISC. 3	MISC. 3
UNKNOWN	UNKNOWN
Ⓢ	DENOTES SIZE

LEGAL DESCRIPTION:

THAT PORTION OF THE LUFBERRY TRACT, BEING A PART OF LOT 2, SECTION 34, AND LOT 1, SECTION 35, TOWNSHIP 15 SOUTH, RANGE 33 EAST, OF RECORD IN MAP BOOK 1, PAGE 115, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE EASTERLY LINE OF SOUTH ATLANTIC AVENUE, AN 80 FOOT STREET AS NOW LAID OUT, SAID POINT BEING A DISTANCE OF 300 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF RIO MAR BEACHES, OF RECORD IN MAP BOOK 6, PAGE 95, PUBLIC OF VOLUSIA COUNTY, FLORIDA; THENCE EASTERLY AND PARALLEL TO SAID NORTH LINE OF RIO MAR BEACHES, A DISTANCE OF 392 FEET MORE OR LESS TO THE LAST APPARENT HIGH TIDE OF THE ATLANTIC OCEAN; THENCE NORTHERLY ALONG SAID LAST APPARENT HIGH TIDE OF THE ATLANTIC OCEAN, A DISTANCE OF 100 FEET MORE OR LESS, TO A POINT IN A LINE THAT IS 400 FEET NORTHERLY OF AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF RIO MAR BEACHES; THENCE GO WESTERLY AND PARALLEL TO SAID NORTH LINE OF RIO MAR BEACHES, A DISTANCE OF 380 FEET MORE OR LESS, TO THE AFORESAID EASTERLY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTHERLY ALONG SAID EAST LINE OF SOUTH ATLANTIC AVENUE, A DISTANCE OF 101 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

GENERAL NOTES AND SURVEY REPORT:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK, A TOPCON GNSS NETWORK. AS A REFERENCE FOR THIS SURVEY, ALONG THE COSTAL CONSTRUCTION CONTROL LINE (MB 30, PG 20) HAVING A BEARING OF (S 24°58'39" E).
- LEGAL DESCRIPTION PER OWNER
- MEASURED DIMENSIONS ARE DENOTED (M), WHEN DIFFERS FROM RECORDED/DESCRIBED DIMENSIONS. DIMENSIONS INDICATED HEREON ARE IN U.S. STANDARD FEET AND DECIMAL PART THEREOF, UNLESS OTHERWISE NOTED HEREON.
- FLOOD PLAIN CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), MAP NUMBER 1212720386J COMMUNITY: VOLUSIA COUNTY DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND ZONE "VE" WITH A BASE FLOOD ZONE ELEVATION OF 9.
- ACCURACY STATEMENT: THE EXPECTED ACCURACY OF THE CONTROL TO ESTABLISH THE BOUNDARY OF THE SUBJECT PROPERTY IS COMMERCIAL. THE CLOSURE OF THE TRAVERSE FOR THIS PROJECT EXCEEDS 1:10,000.
- VERTICAL DATA SOURCES: VERTICAL DATA PER FOUND NATIONAL GEODETIC SURVEY MONUMENT DESIGNATED K 320, PID AQ1363, PUBLISHED ELEVATION 16.03 FEET NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
- MEASUREMENT METHODS: HORIZONTAL AND VERTICAL MEASURES MADE BY ONE OR MORE OF THE FOLLOWING INSTRUMENTS: TOPCON INSTRUMENTS GPT-3003W, SOKKIA GRX-1 GPS INSTRUMENTS, TOPCON FC500 & FC6000 DATA COLLECTORS USING MAGNET SOFTWARE, PAL-2 LUFKIN STEEL TAPE, CST STEEL TAPE, STEEL HIGHWAY CHAIN, CST & LUFKIN FIBERGLASS TAPE FOR DIMENSIONS FOR BUILDINGS.
- LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.
 - LUFBERRY TRACT, MB 1, PG 112 (MB 14, PG 121-122)
- LIMITATIONS:
 - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.
 - IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.
 - THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. ADDITIONAL SEALED ORIGINALS MAY BE PURCHASED UP TO SIX MONTHS AFTER THE DATE OF THE INVOICE. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE WILL BE A SURCHARGE FOR THEM. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY.
 - TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN SHOWN IS EITHER SUPPLIED BY CLIENT AND/OR TAKEN FROM COUNTY APPRAISER'S INTERNET WEB PAGE AND MAY NOT BE THE MOST CURRENT.
 - SPECIAL PURPOSE SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
 - WHEN TREES AS SHOWN ON THE SURVEY IT IS FOR THE LOCATION OF THE TREES 6" INCHES DIAMETER AND ABOVE TREES TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL TREE IDENTIFICATION OTHER THAN LOCATION AND SIZE. SEE AN ARBORIST.
 - JURISDICTIONAL WETLANDS WHEN SHOWN WERE LOCATED FROM FLAGS/MARKS BY BIOLOGIST / ENVIRONMENTALIST. AND THE DETERMINATION OF WETLANDS ARE OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
 - ARCHAEOLOGICAL FEATURES WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A ARCHAEOLOGICAL FEATURES IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
 - WILDLIFE CORRIDORS OR HABITATS WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY WHAT CONSTITUTES A WILDLIFE CORRIDORS OR HABITATS IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER
 - GEOTECHNICAL BORINGS SHOWN AS MARKED AND FIELD LOCATED.
 - AS-BUILT / RECORD SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
 - WHEN UNDERGROUND UTILITIES, SUCH AS UNDERGROUND CABLES, GAS MAINS, WATER MAINS, SANITARY SEWER SYSTEMS AND STORM COLLECTIONS SYSTEMS ARE SHOWN. THE LIMITS OF THIS SURVEY INCLUDE VISIBLE STRUCTURES / IMPROVEMENTS IN COMBINATION WITH AS-BUILT / RECORD DRAWINGS SUPPLIED BY OTHERS.
 - WHEN THE PERCENTAGE OF SLOPES ARE SHOWN IT IS BASED ON THE INVERTS BETWEEN VISIBLE STRUCTURES. THIS SURVEY DOES NOT INCLUDE VIDEO PIPELINE INSPECTIONS. VERIFICATION OF LINE OF SITE HAS NOT BEEN VERIFIED. THIS SURVEYOR SUGGESTS VIDEO PIPELINE INSPECTION BY A PROFESSIONALS PROVIDING SERVICE OF THAT SPECIALTY.
 - THIS SURVEYOR SUGGESTS VIDEO PIPELINE INSPECTION BY A PROFESSIONAL PROVIDING SERVICE OF THAT SPECIALTY.
 - TOPOGRAPHIC SURVEY:
 - CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN 100 FOOT GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
 - OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENT'S AGENT, BEING AN ARCHITECT OR ENGINEER.
 - "AFFECT" AS USED HEREON REFERS TO AN ITEM BEING LOCATED ON OR INCLUDES THE SUBJECT PARCEL. "DOES NOT AFFECT" AS USED HEREON REFERS TO THE ITEM BEING LOCATED OFF THE SUBJECT PARCEL. ANY OTHER USE OF THE ABOVE TERMINOLOGY IS A MATTER OF LAW AND OUTSIDE THE EXPERTISE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
 - AFFECTS THE PROPERTY AND IS DEPICTED ON THE SURVEY
 - AFFECTS THE PROPERTY BUT IS NOT PLOTTABLE
 - DOES NOT AFFECT THE PROPERTY
 - IS NOT A SURVEY MATTER
 - DOCUMENTATION NOT PROVIDED TO SURVEYOR



LOCATION MAP

SCALE 1" = 500'

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SURVEYOR'S CERTIFICATION:

CERTIFIED FOR THE EXCLUSIVE USE OF AS FOLLOWS:

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTIONS 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE.

DATE OF FIELD WORK: 03/31/2023

THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER; FLORIDA ADMINISTRATIVE CODE 5J-17.062

BY: MICHAEL E. AWAD, PSM No. 5574 DATE: 04/05/2023

SHEET 4 OF 4



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SEE CERTIFICATION FOR SURVEYOR SIGNATURE

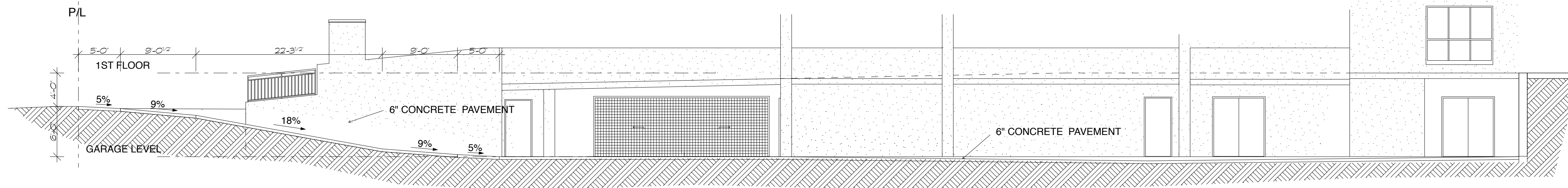
SURVEY REPORT

THIS REPORT IS NEITHER FULL NOR COMPLETE WITHOUT THE MAP

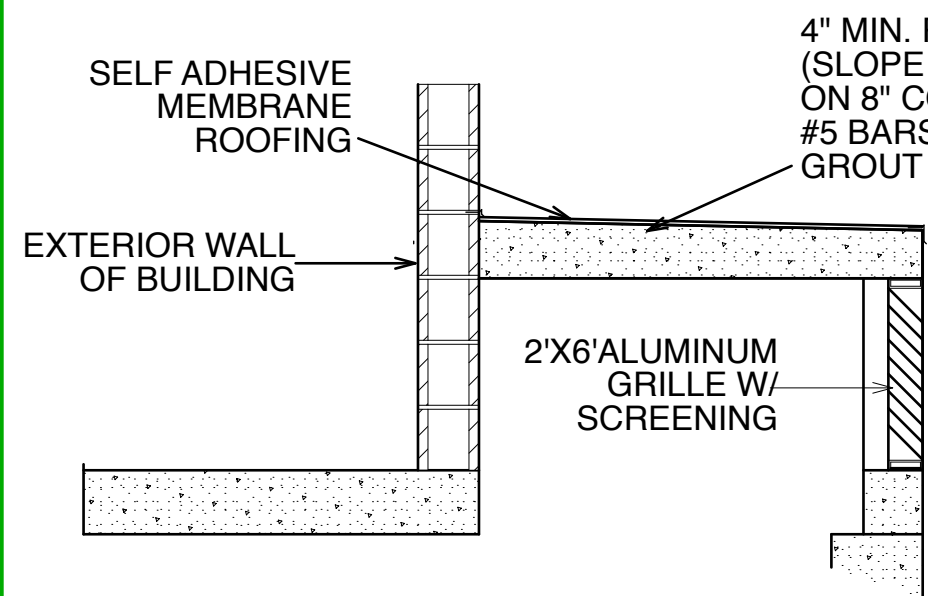
TYPE OF SURVEY: BOUNDARY & TOPOGRAPHIC SURVEY	PARCEL ID: 633400020110	ADDRESS: 3169 S ATLANTIC AVE DAYTONA BEACH SHORES, FL
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LOCATION No:	15-33-35
PROJECT No:	230211
FIELD WORK BY: JGP DATE: 03/31/2023	
OFFICE WORK BY: JAE & WRW DATE: 04/05/2023	
FIELD BOOK & PG: ## - ##	
SCALE: AS SHOWN	
SHEET NUMBER:	

SU-4



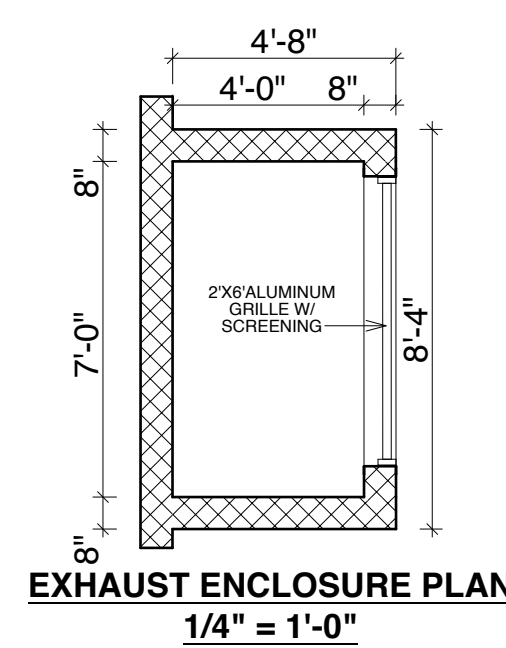
SECTION AT RAMP TO GARAGE 1/8" = 1'-0"



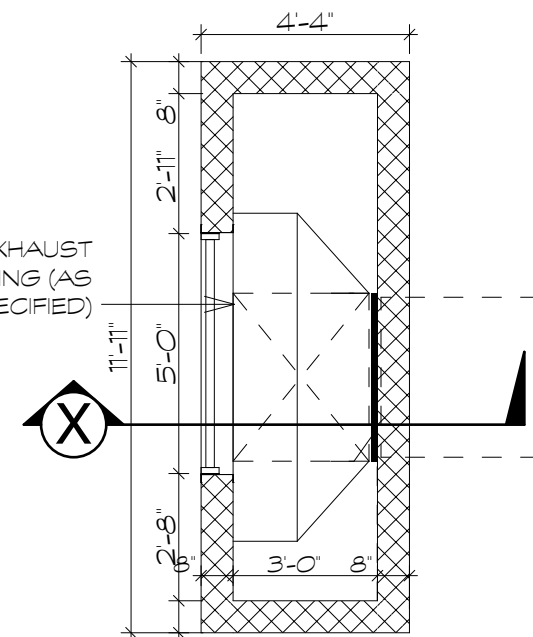
SECTION THRU GARAGE EXHAUST STRUCTURE 1/2" = 1'-0"

WALL LEGEND

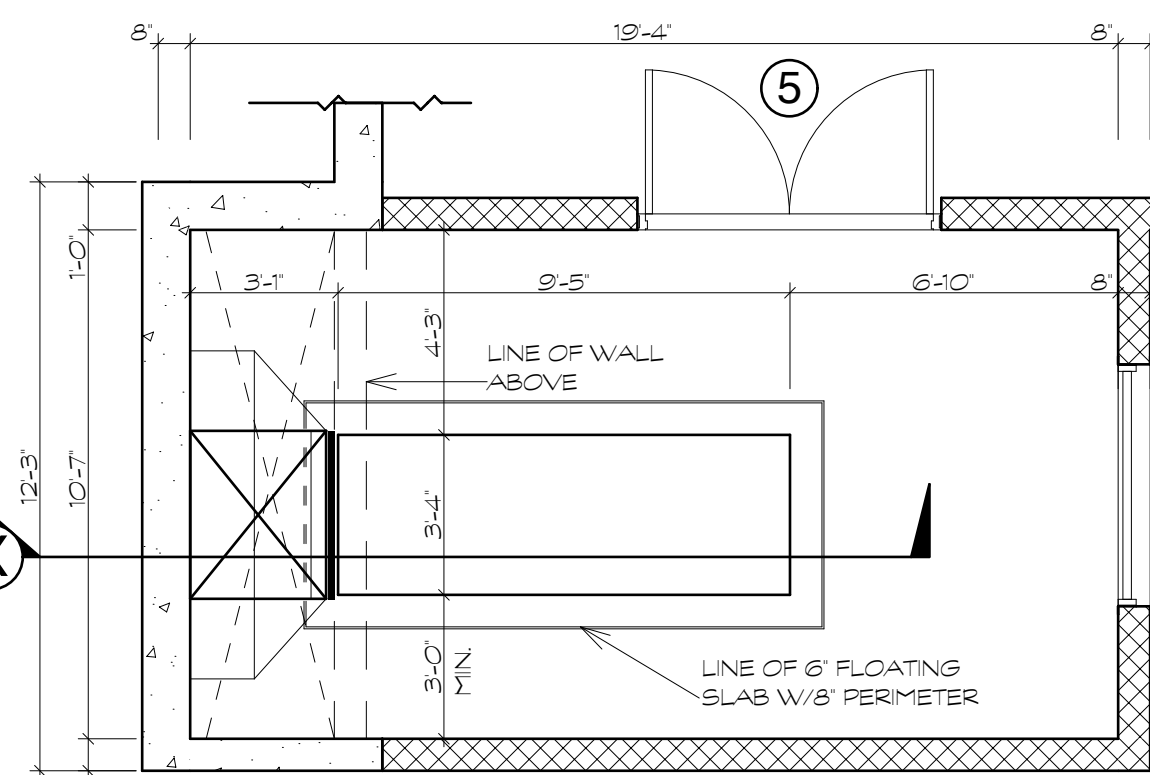
- 12" THICK 3 HOUR FIRE RATED POURED CONCRETE
- 8" THICK 2 HOUR FIRE RATED POURED CONCRETE
- 2 HOUR FIRE RATED CONCRETE BLOCK WALL
- 2 HOUR FIRE RATED CONCRETE BLOCK WALL W/ METAL FURRING AND DRYWALL FINISH
- METAL FRAMED WALL W/ DRYWALL FINISH
- 1 HOUR FIRE RATED METAL FRAMED WALL W/ 5/8" TYPE X GYP. BOARD PER U.L. # U-419
- 2 HOUR FIRE RATED METAL FRAMED CHASE WALL @ TRASH CHUTE PER U.L. # U-425



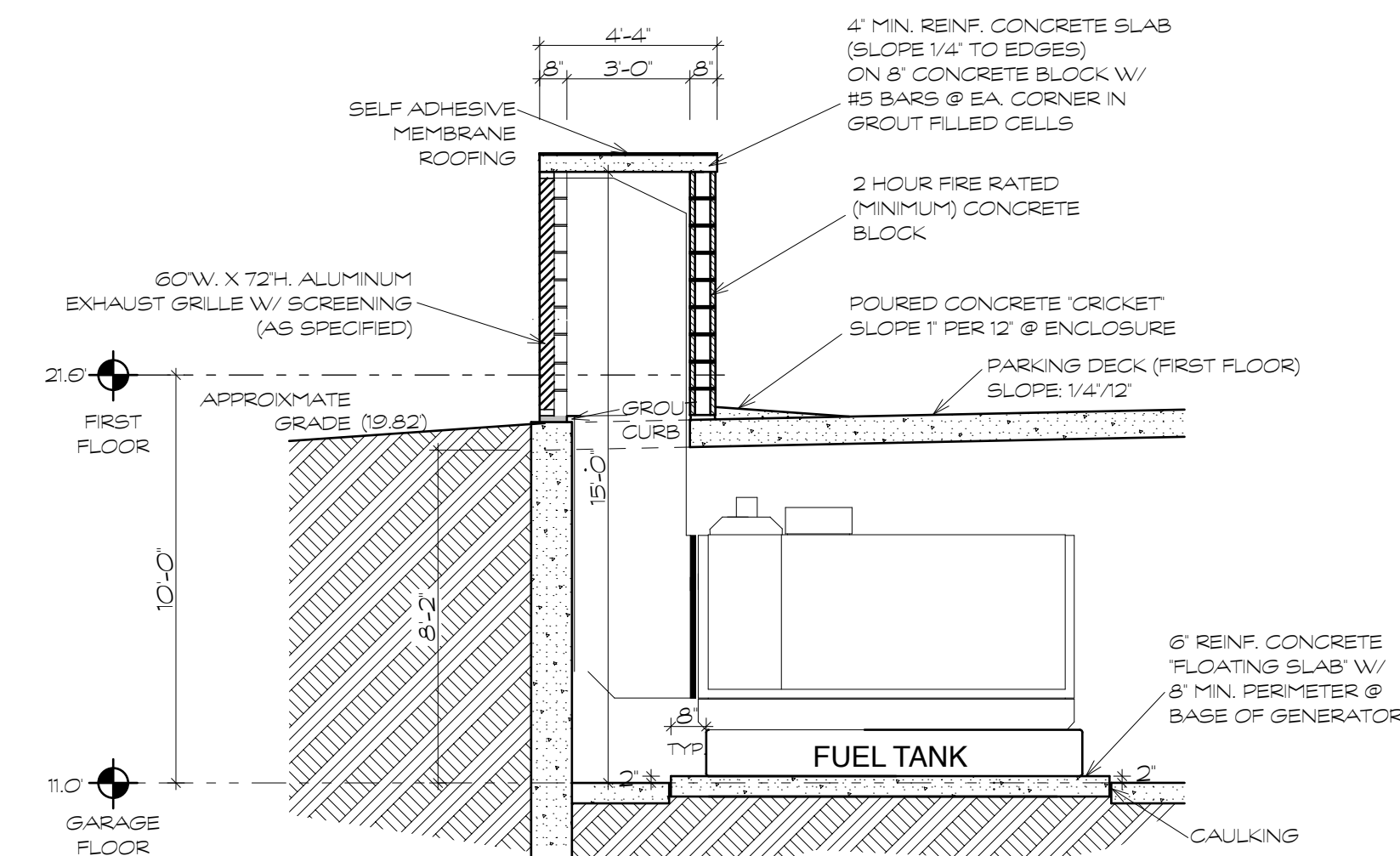
EXHAUST ENCLOSURE PLAN 1/4" = 1'-0"



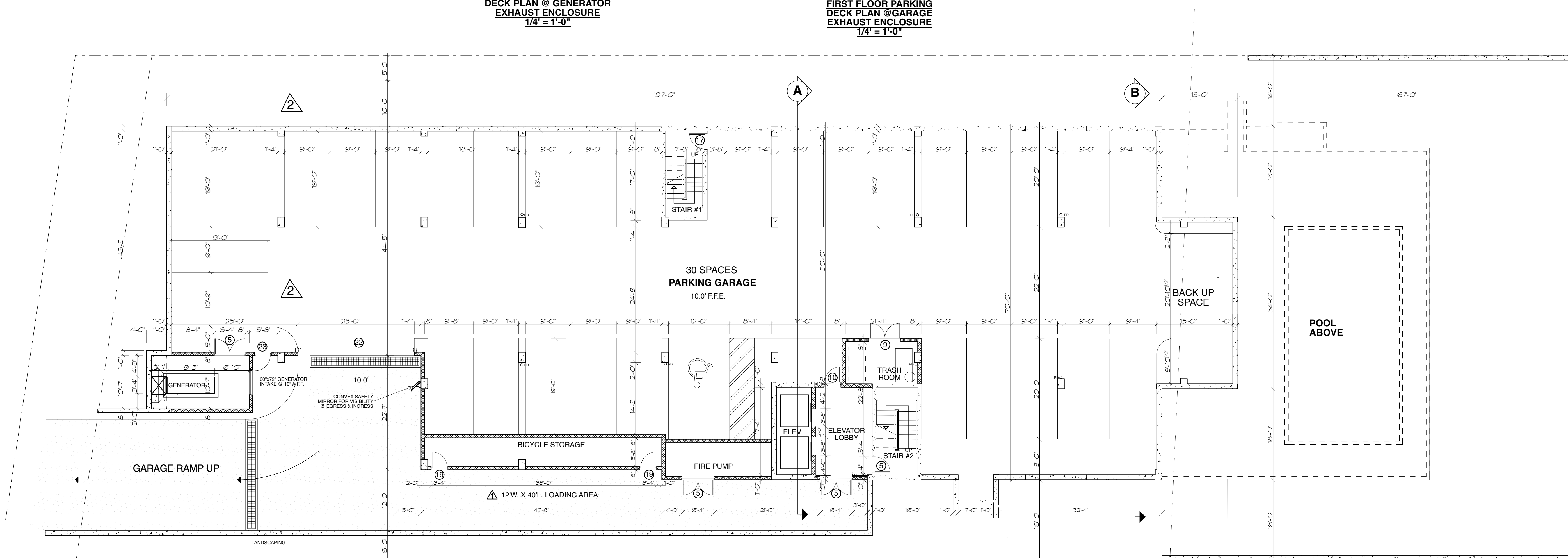
FIRST FLOOR PARKING DECK PLAN @ GENERATOR EXHAUST ENCLOSURE 1/4" = 1'-0"



FIRST FLOOR PARKING DECK PLAN @ GARAGE EXHAUST ENCLOSURE 1/4" = 1'-0"



"X" SECTION @ GARAGE GENERATOR INTAKE / EXHAUST ENCLOSURE 1/4" = 1'-0"
(VERIFY ALL DIMENSIONS W/ EQUIPMENT MFR. PRIOR TO CONSTRUCTION)
ALL DUCT MATERIAL W/ CORROSION RESISTANT COATING AS REQUIRED



GARAGE LEVEL FLOOR PLAN 3/32" = 1'-0"

REVISIONS	
DATE	DESCRIPTION
7/15/24	REVISED PER CITY REVIEW 7/12/24
8/1/24	REVISED PARKING CITY MEETING 7/26/24

FLORIDA REGISTRATION NO. AR0004664



NOT VALID UNLESS SIGNED AND DATED

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Florida

The LUX Condos
for LIV Development L.L.C.
3159 South Atlantic Ave.,
Daytona Beach Shores,

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DATE OCT. 17, 2024

COMM. NO.

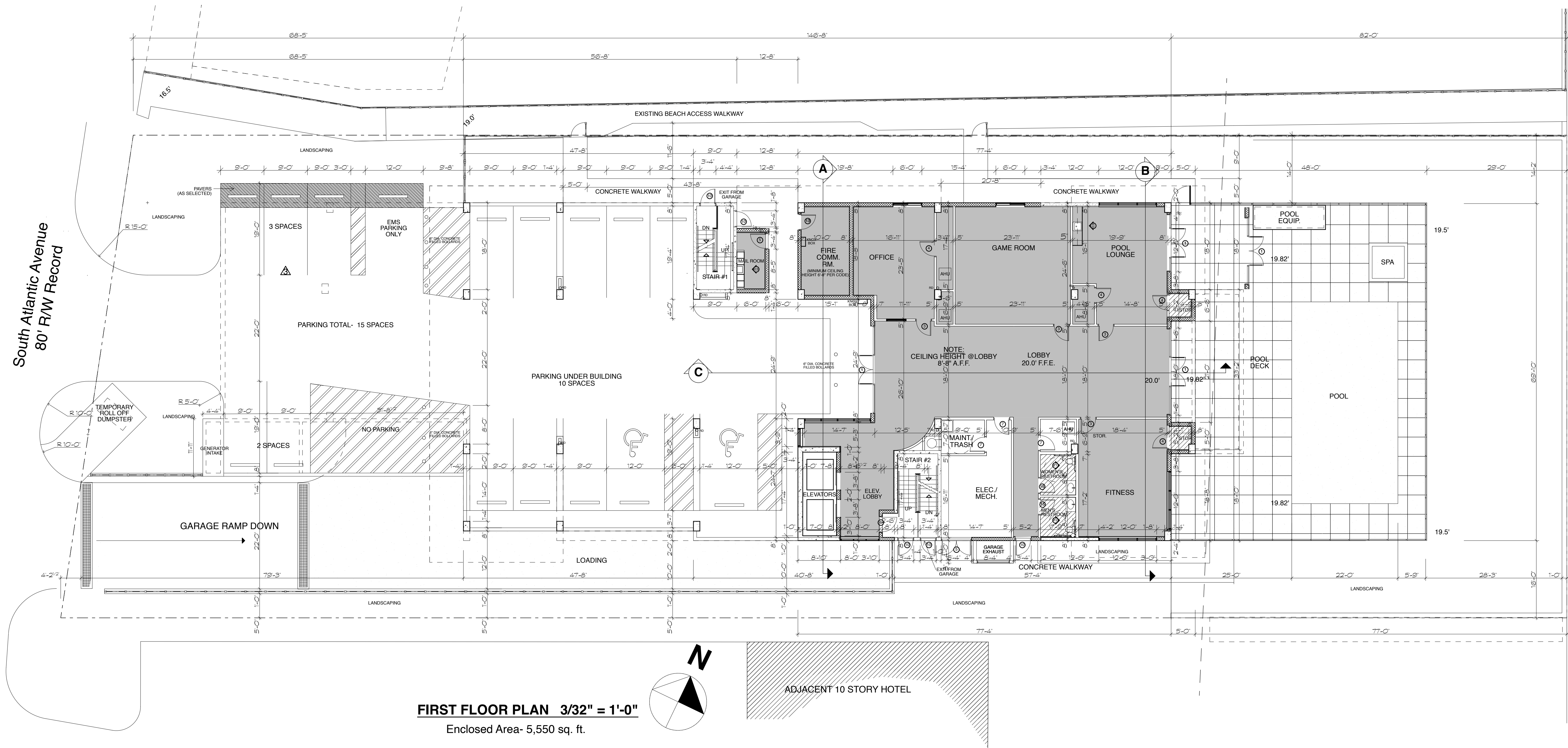
DRAWN BY

SHEET
GARAGE LEVEL PLAN

A-1

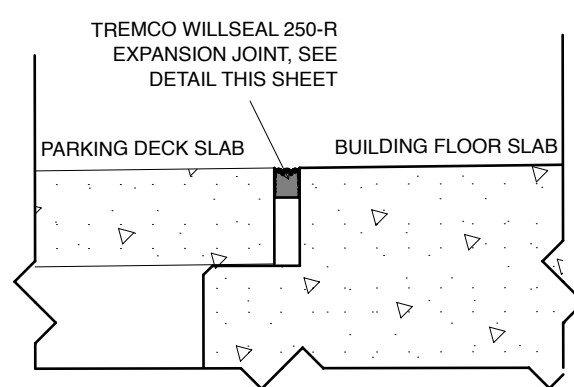
OF 27

South Atlantic Avenue
80' R/W Record

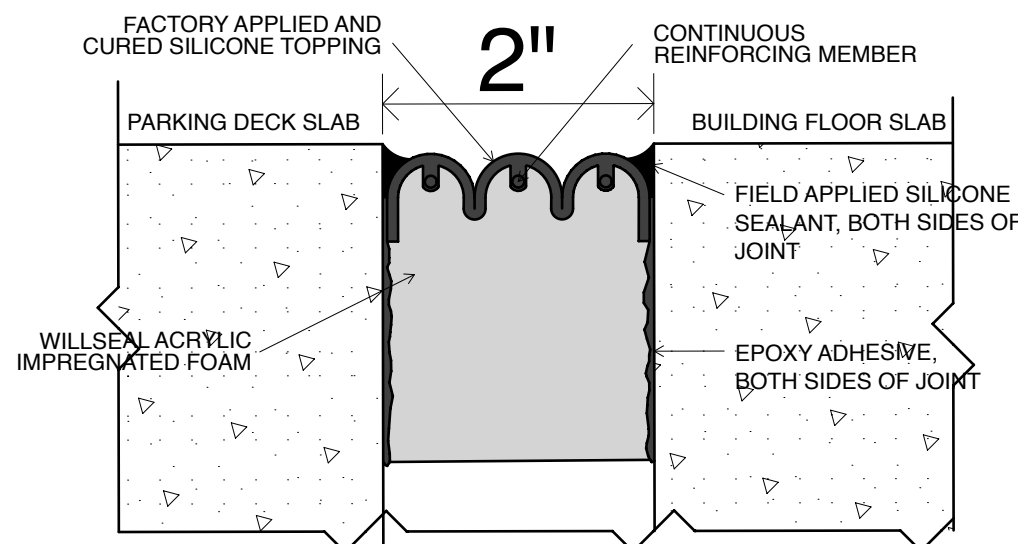


WALL LEGEND

- 12" THICK 3 HOUR FIRE RATED POURED CONCRETE
- 8" THICK 2 HOUR FIRE RATED POURED CONCRETE
- 2 HOUR FIRE RATED CONCRETE BLOCK WALL
- 2 HOUR FIRE RATED CONCRETE BLOCK WALL W/ METAL FURRING AND DRYWALL FINISH
- METAL FRAMED WALL W/ DRYWALL FINISH
- 1 HOUR FIRE RATED METAL FRAMED WALL W/ 5/8" TYPE X GYP. BOARD PER U.L. # U-419
- 2 HOUR FIRE RATED METAL FRAMED CHASE WALL @ TRASH CHUTE PER U.L. # U-428

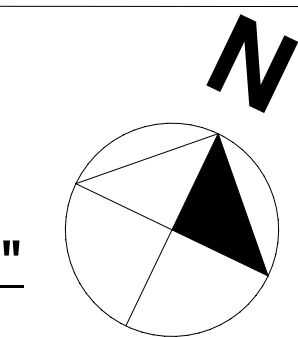


SLAB EXPANSION JOINT
1"=1'-0"



TYPICAL SLAB TO SLAB EXPANSION JOINT DETAIL
(not to scale)
TREMCO WILLSEAL 250-R EXPANSION JOINT SYSTEM

NOTE: REFER TO TREMCO'S PUBLISHED APPLICATION INSTRUCTIONS FOR ACCEPTABLE JOINT SIDE WALL SUBSTRATE CONDITIONS PRIOR TO INSTALLATION.



PARKING REQUIREMENTS

PARKING:
GARAGE LEVEL
FIRST FLOOR LEVEL

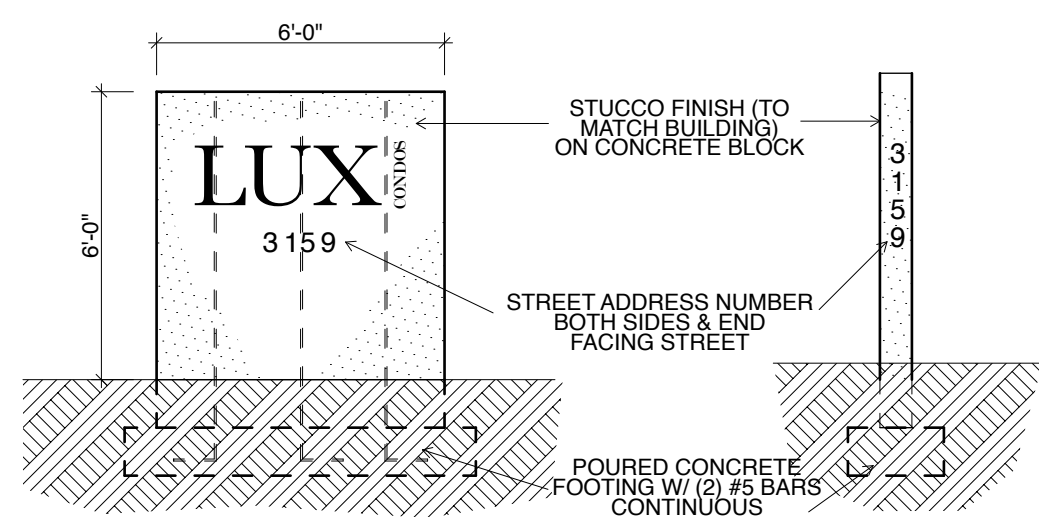
**30 SPACES
15 SPACES**

TOTAL:

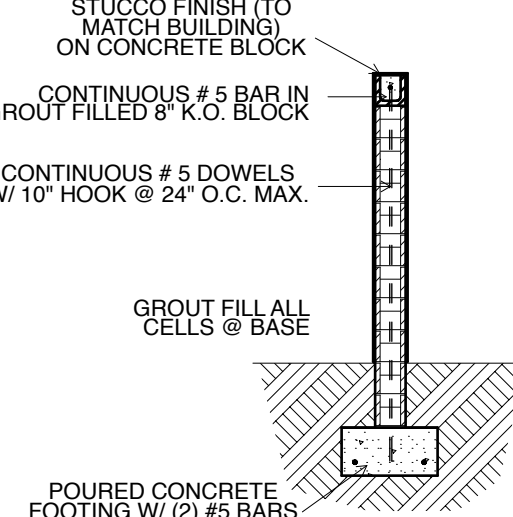
45 SPACES

SPACES REQUIRED:

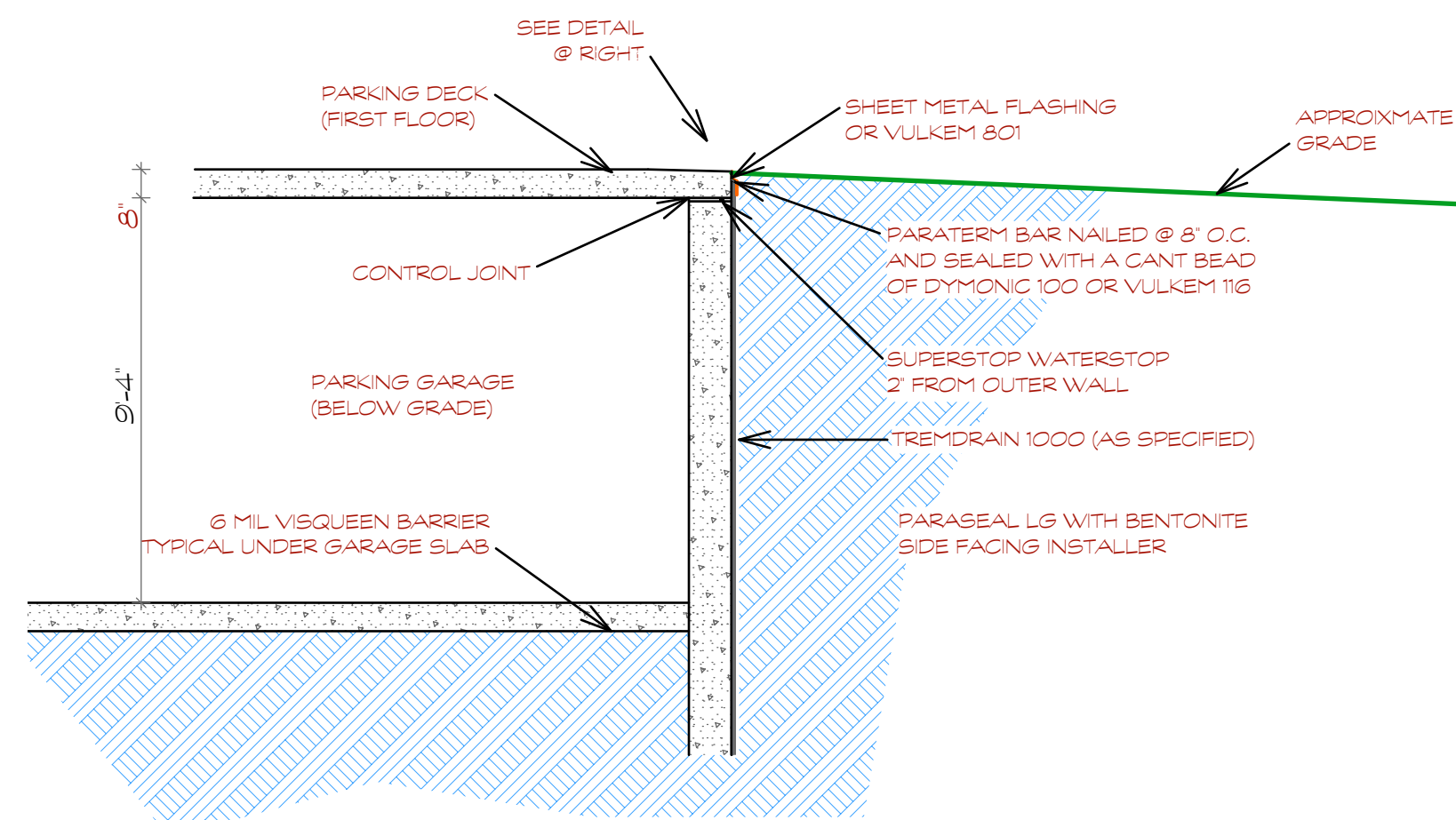
**30 UNITS X 1.5
45 SPACES SHOWN**



SIGN FRONT ELEVATION
1/4" = 1'-0"



SIGN END ELEVATION
1/4" = 1'-0"



SECTION @ PARKING GARAGE
1/4" = 1'-0"

REVISIONS	
DATE	DESCRIPTION
7/15/24	REVISED PER CITY REVIEW 7/12/24
8/1/24	REVISED CITY MEETING 7/26/24
8/14/24	REVISED PARKING

FLORIDA REGISTRATION NO. AR0004664



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DATE OCT. 17, 2024

COMM. NO.

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SHEET

FIRST
FLOOR PLAN &
WATERPROOFING

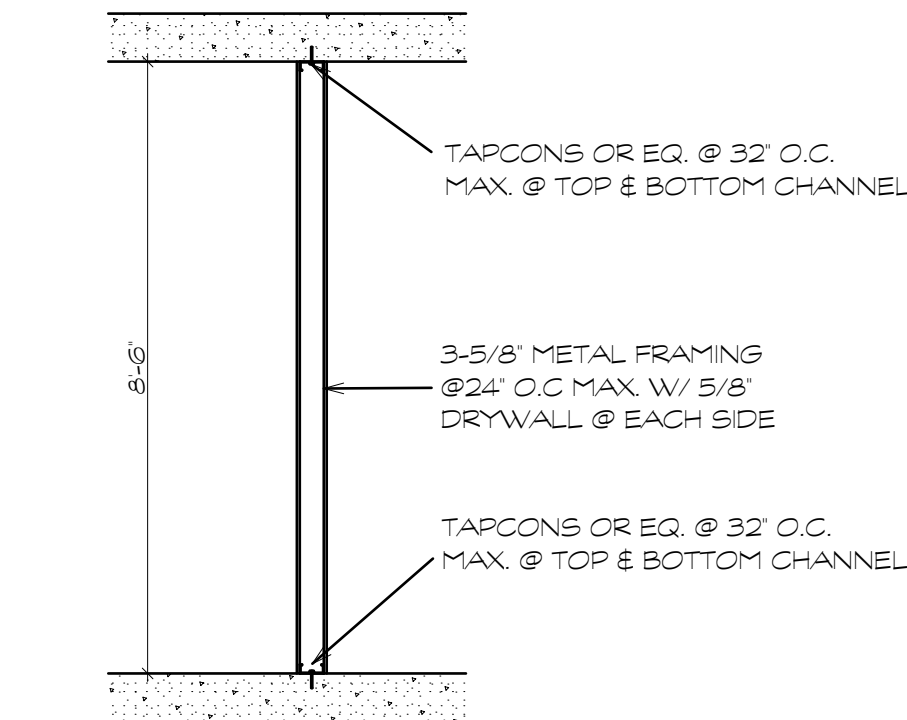
A-2

OF 27



SECOND FLOOR PLAN 1/8" = 1'-0"

FLOOR SLAB: 11,550 s.f.
ENCLOSED SPACE: 10,646 s.f.



STORAGE UNIT WALL SECTION
3/8" = 1'-0"

WALL LEGEND

- 12" THICK 3 HOUR FIRE RATED POURED CONCRETE
- 8" THICK 2 HOUR FIRE RATED POURED CONCRETE
- 2 HOUR FIRE RATED CONCRETE BLOCK WALL
- 2 HOUR FIRE RATED CONCRETE BLOCK WALL W/ METAL FURRING AND DRYWALL FINISH
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- 2 HOUR FIRE RATED METAL FRAMED CHASE WALL @ TRASH CHUTE PER U.L. # U-428

REVISIONS	
DATE	DESCRIPTION

FLORIDA REGISTRATION NO. AR0004664

Larry W. Robinson
2024-10-31
09:55:24
-04'00"

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DATE SEPT. 11, 2024

COMM. NO.

DRAWN BY

SHEET
SECOND FLOOR PLAN

A-3
OF 27



THIRD THRU SEVENTH FLOOR PLAN 1/8" = 1'-0"

FLOOR SLAB: 11,550 s.f.
ENCLOSED SPACE: 10,646 s.f.

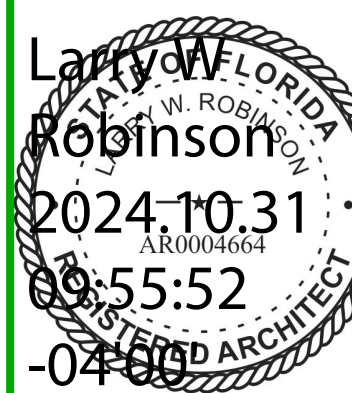
WALL LEGEND

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REVISIONS

DATE	DESCRIPTION
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DATE SEPT. 11, 2024

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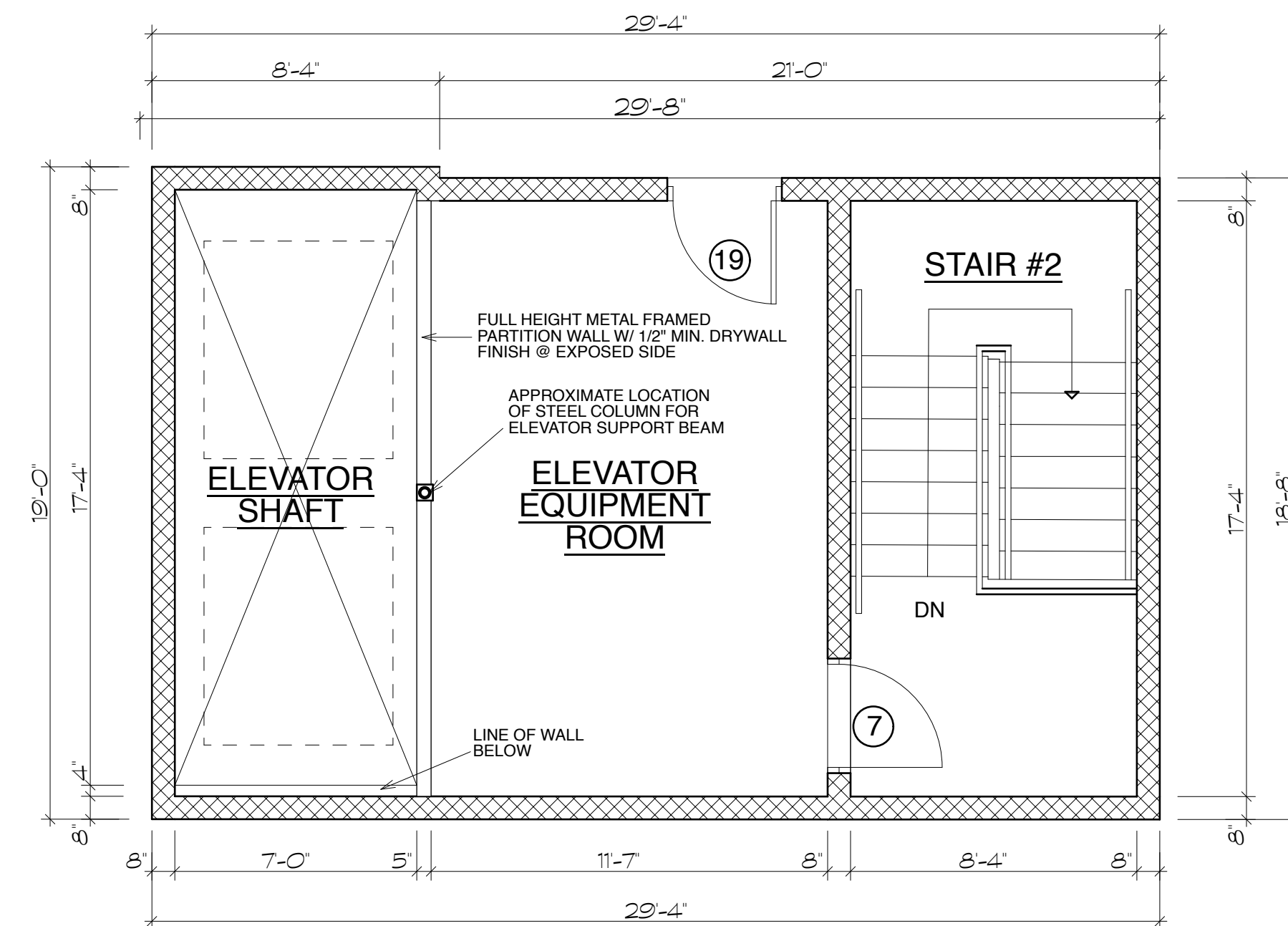
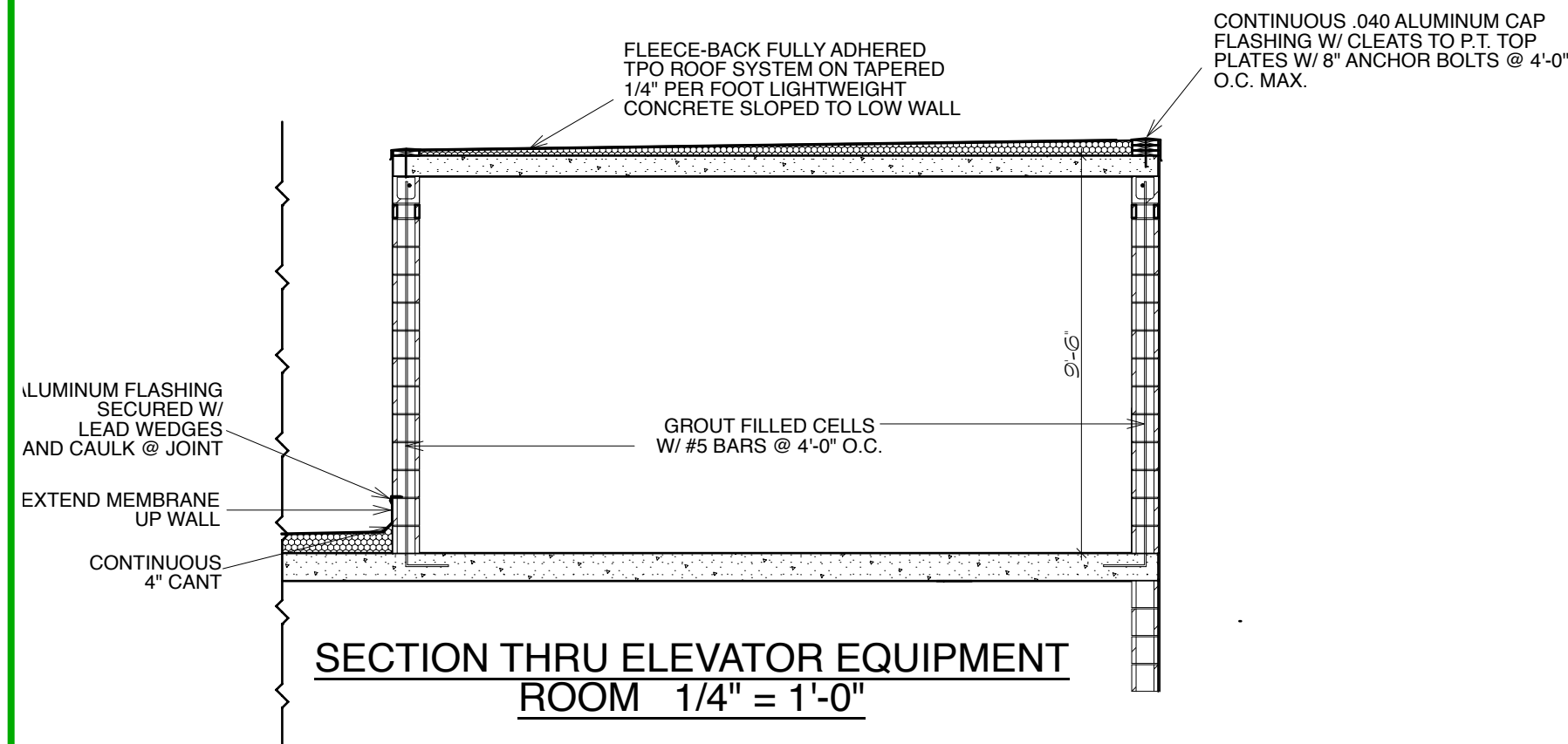
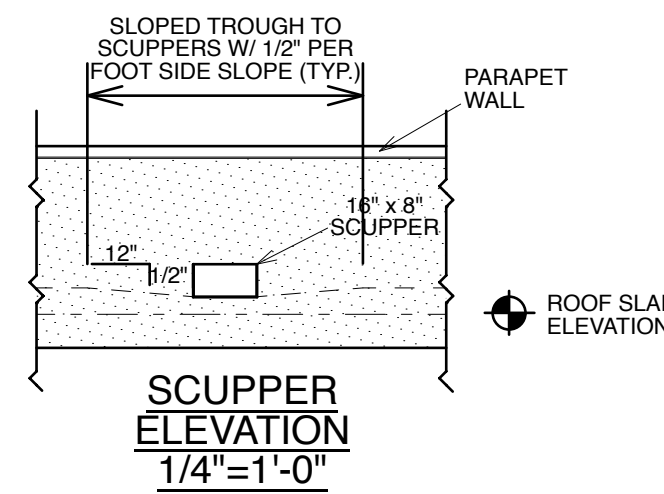
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SHEET

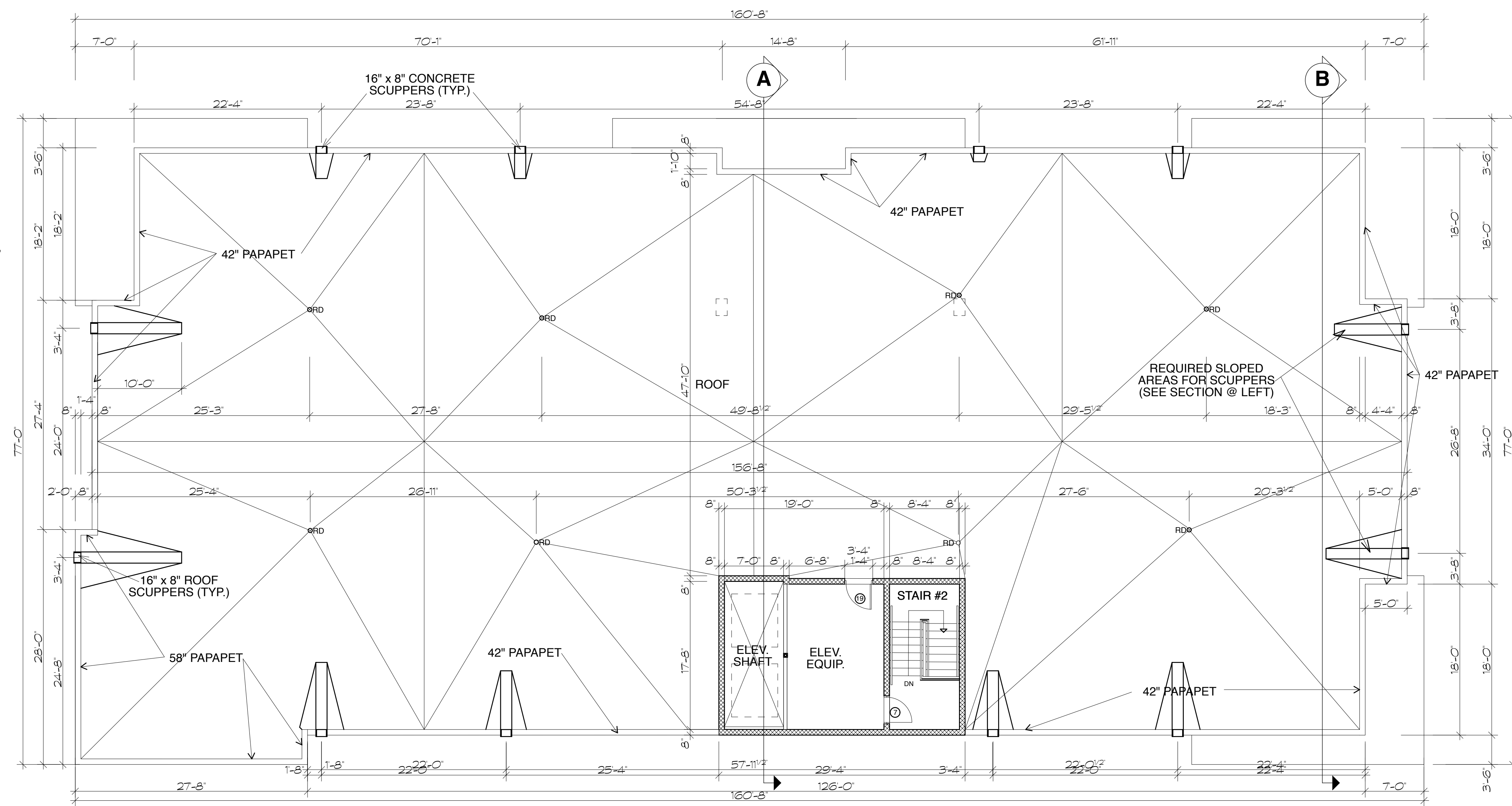
THIRD THRU
SIXTH FLOOR PLAN

A-4

OF 27



ENLARGED ELEVATOR EQUIPMENT
FLOOR PLAN 1/4" = 1'-0"

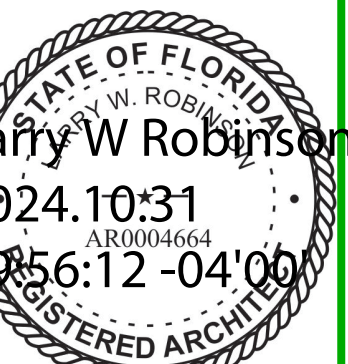


ROOF PLAN **1/8" = 1'-0"**

- ### FLAT ROOF NOTES
1. FLEECE-BACKED FULLY ADHERED TPO ROOF SYSTEM INSTALLED PER MANUFACTURER'S SPECIFICATIONS ON 1/4" PER FOOT TAPEDED LIGHTWEIGHT CONCRETE SLOPED TO ROOF DRAINS WITH A MINIMUM R-20 INSULATION FACTOR.
 2. WALK PADS AT ALL AIR CONDITIONING UNITS.
 3. FLASHING FOR ALL BOOTS AND PIPE PENETRATIONS.
 4. FLASHING AT ALL WALL INTERSECTIONS WITH SHOP FABRICATED .040 ALUMINUM COPING.

REVISIONS	
DATE	DESCRIPTION

RIDA REGISTRATION NO. AR0004664



* VALID UNLESS SIGNED AND DATED



HARRY W. ROBINSON
a r c h i t e c t

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Florida

**The LUX Condos
for LIV Development L.L.C.**

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WILL BE CONSIDERED TO BE VALID COPIES.

MAY 30, 2024

MM. NO.

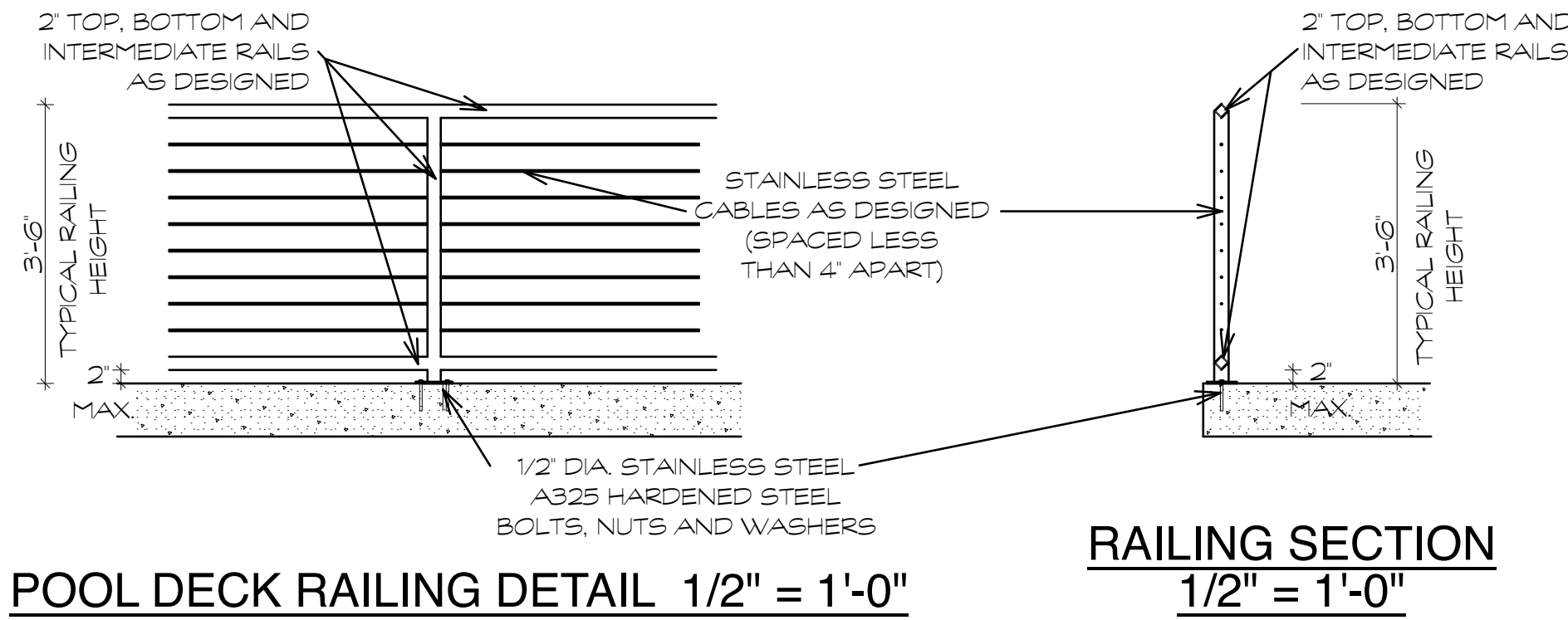
DRAWN BY

EET

ROOF PLAN

A-5

27



HANDRAILS AND RAILINGS

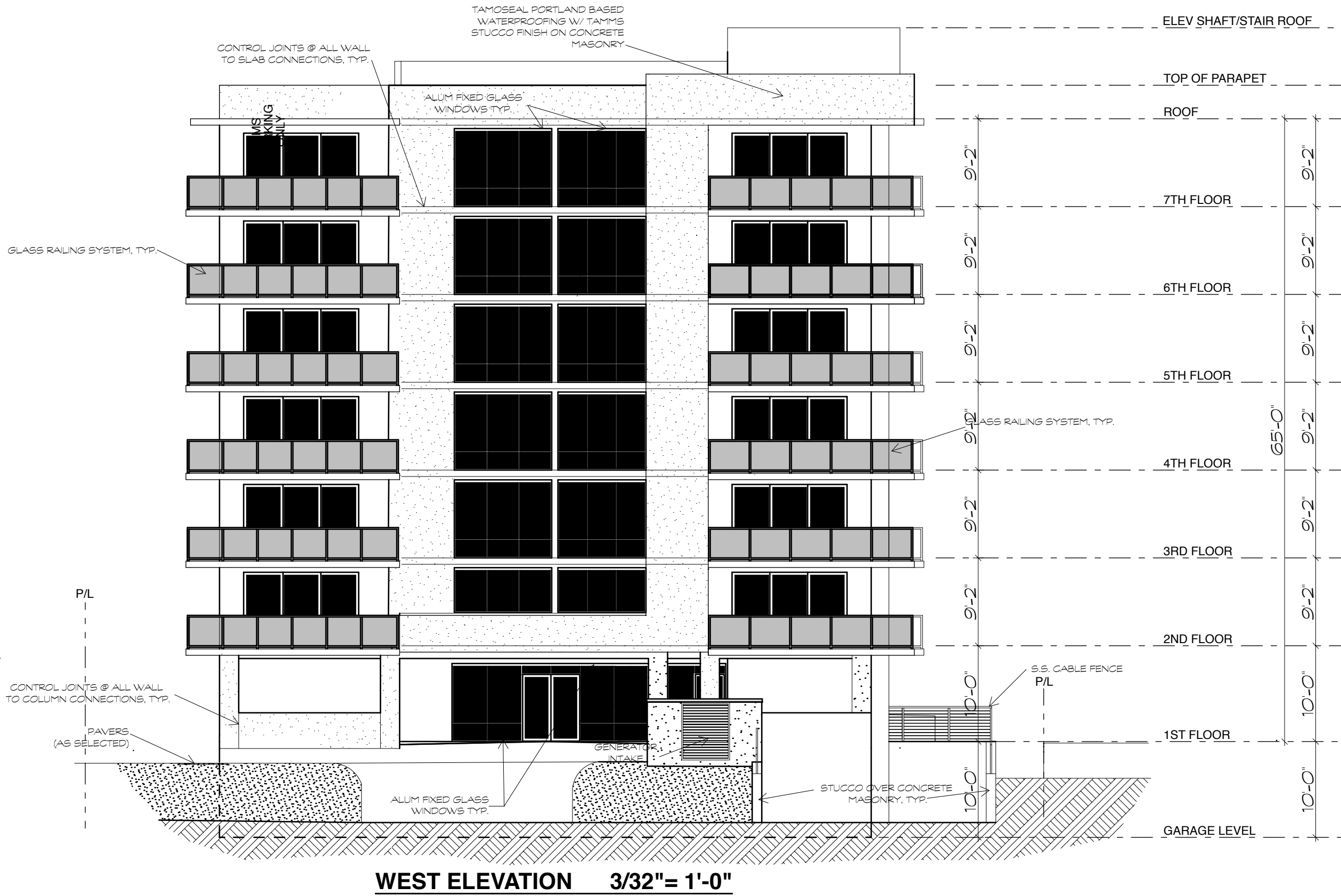
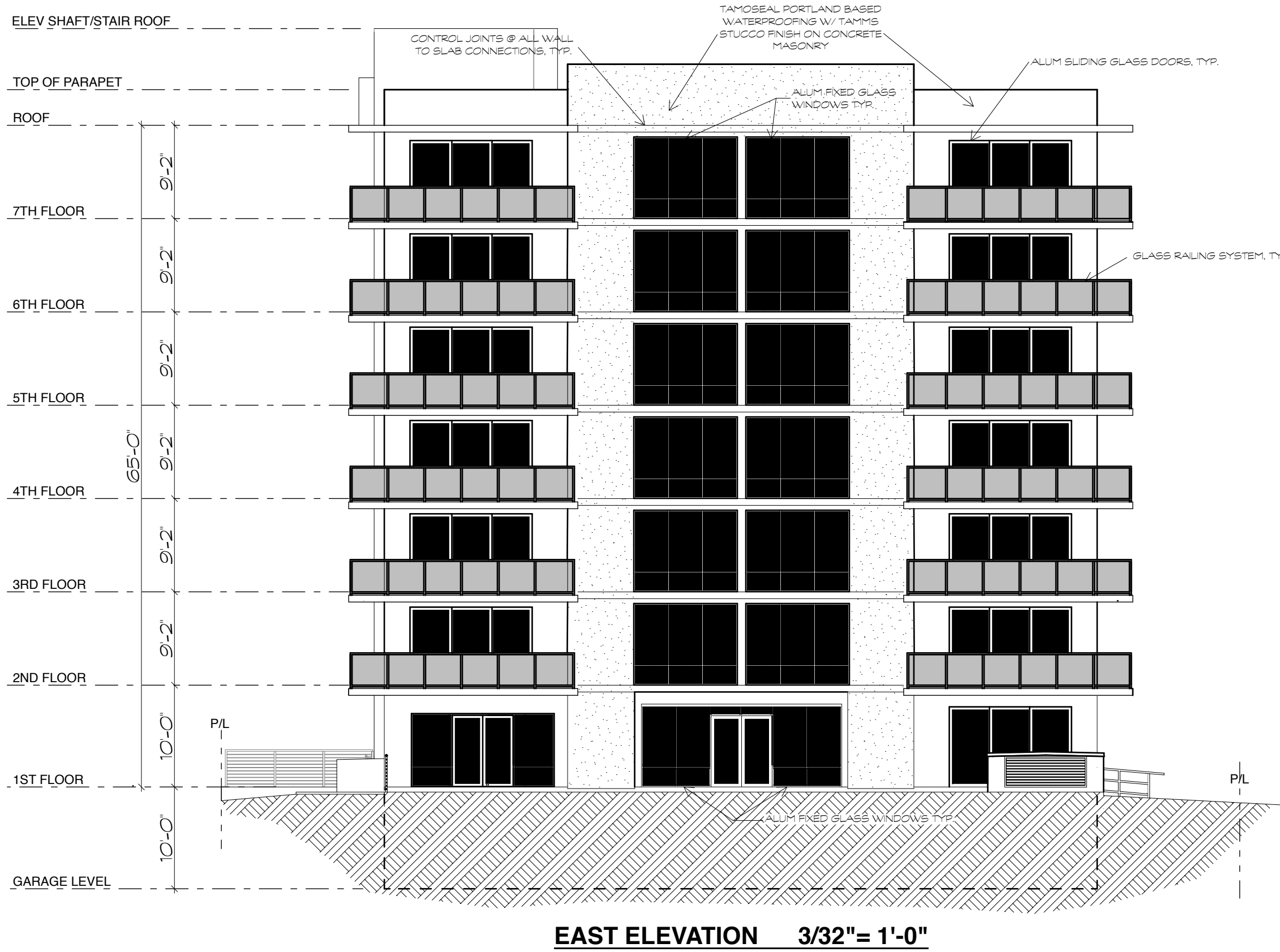
HANDRAILS AND GUARDS SHALL BE DESIGNED TO RESIST A LOAD OF 50 PLF IN ANY DIRECTION AT THE TOP AND TO TRANSFER THIS LOAD THROUGH THE SUPPORTS TO THE STRUCTURE.

HANDRAIL ASSEMBLIES AND GUARDS SHALL BE ABLE TO RESIST A SINGLE CONCENTRATED LOAD OF 200 POUNDS APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP AND BE ABLE TO TRANSFER THIS LOAD TO APPROPRIATE ELEMENTS OF THE BUILDING.

INTERMEDIATE RAILS, BALUSTERS AND PANEL FILLERS SHALL BE DESIGNED TO RESIST A HORIZONTAL LOAD OF 50 POUNDS.

ALL INTERMEDIATE RAILS AND BALUSTERS OR ANY ORNAMENTAL PATTERNS SHALL BE SPACED AS TO PREVENT A 4" DIAMETER SPHERE TO PASS.

MINIMUM DESIGN LOAD FOR ALL STAIRS SHALL BE 100 POUNDS PER SQUARE FOOT AND 300 POUNDS PER 4 SQUARE INCHES ON STAIR TREADS.



REVISIONS

DATE	DESCRIPTION
------	-------------

FLORIDA REGISTRATION NO. AR0004664



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DATE MAY 21, 2024

COMM. NO.

DRAWN BY

SHEET

EAST AND WEST ELEVATIONS

A-6

OF 27



LUX DAYTONA condos

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 architect
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 daytona beach, florida 32118
 telephone: 386 - 252 - 0429
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LUX DAYTONA condos



LUX DAYTONA condos

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FROM SE

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CITY COMMISSION AGENDA MEMORANDUM NOVEMBER 12, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission

FROM: Gwyn Herstein, City Planner

PREPARED BY: Gwyn Herstein, City Planner

SUBJECT: Ordinance 2024-22: Allowing Non-Conforming Land Use for Jet Set of Daytona at 2560 S. Atlantic Avenue

SYNOPSIS:

Ordinance 2024-22, if approved, would allow Body Art Gallery, doing business as Jet Set of Daytona, to continue operating a non-conforming body art establishment in the "GC-RD" General Commercial-Redevelopment District at 2560 S. Atlantic Avenue in Daytona Beach Shores.

FISCAL IMPACT STATEMENT:

BACKGROUND:

Hurricane Ian impacted our area on September 28 and 29, 2022. While many buildings and structures in Daytona Beach Shores sustained damage, the plaza at 2518 S. Atlantic Avenue, where the Jet Set of Daytona body art establishment was located, sustained enough damage to prevent occupancy of all tenants of the plaza. The body art use was a nonconforming use for Jet Set of Daytona at that address, but the business had operated there legally for over twenty years.

On January 10, 2023, the City Commission of the City of Daytona Beach Shores approved Ordinance 2022-29, which authorized businesses with existing non-conforming uses operating in the "GC-RD" General Commercial-Redevelopment District, to temporarily relocate from sites substantially damaged during Hurricane Ian, to other sites in the same zoning district. The Ordinance included a two (2) year sunset clause, meaning the described provisions will expire on January 9, 2025.

Jet Set of Daytona, the only business which utilized the non-conforming use relocation authorization under Ordinance 2022-29, re-opened at its current address at 2560 S. Atlantic Avenue. Through legal counsel, in a letter dated September 16, 2024, the Jet Set of Daytona business owner, Gad Benchetrit, requested the business be allowed to permanently operate from the new location due to factors enumerated in said letter (see included Cobb & Cole letter).

At the City Commission's direction, the City Attorney and staff have drafted an ordinance which will allow this business to remain permanently at the new location of 2560 S. Atlantic Avenue as a

nonconforming use, provided the business is not discontinued for a period of six (6) months or more, pursuant *LDC*, Section 14-13. Further, the ordinance will require the business owner to cause non-public-safety-required lighting to be off during specific hours, daily. If this or a similar ordinance is not approved, the business will be required to terminate its nonconforming use at its current location on or by January 9, 2025.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of Ordinance 2024-22 as presented.

SUGGESTED MOTION:

A City Commissioner may motion as follows:

1. "I move to approve Ordinance 2024-22 as presented."
- OR
2. "I move to approve Ordinance 2024-22 with the following changes..."
- OR
3. "I move to deny Ordinance 2024-22 on the basis of the following..."

- ATTACHMENT:**
1. Exhibit A (4 pages) Ord. 2024-22 Allows Jet Set of Daytona to remain at 2560 S. Atlantic Ave.
 2. Planning Analysis & Exhibits B-D (6 pages) Ord. 2024-22, Jet Set of Daytona as a Nonconforming Use at 2560 S. Atlantic Ave.
 3. Exhibit E (5 pages) Ordinance 2022-29 Allowed Jet Set of Daytona to move to 2560 S. Atlantic Ave., adopted Jan 10, 2023

ORDINANCE NO. 2024-22

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA, ALLOWING BODY ART GALLERY, INC. DOING BUSINESS AS THE JET SET OF DAYTONA BUSINESS TO REMAIN AS A NONCONFORMING USE IN THE “GC-RD” GENERAL COMMERCIAL-REDEVELOPMENT DISTRICT AT 2560 SOUTH ATLANTIC AVENUE AS A RESULT OF THE EXTRAORDINARY CIRCUMSTANCES CAUSED BY HURRICANE IAN; PROVIDING FOR FINDINGS, IMPLEMENTING ADMINISTRATIVE ACTIONS, SAVINGS PROVISION, CONFLICTS, SEVERABILITY, NON-CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the City of Daytona Beach Shores shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, Jet Set of Daytona (the “business”) is a business primarily engaged in body art; and

WHEREAS, the business has been located for a period of 23 years at the commercial plaza at 2518 S. Atlantic Avenue (the “plaza”) and such plaza was zoned “GC-1” Tourist-Oriented Commercial District at the time of the business’s opening; and

WHEREAS, body art was an approved use in the “GC-1” Tourist-Oriented Commercial District in 2001, 23 years ago; and

WHEREAS, the property the plaza occupies was rezoned to the “GC-RD” General Commercial-Redevelopment District on December 9, 2008, at which time, body art became a nonconforming use at this property; and

WHEREAS, Hurricane Ian struck the City of Daytona Beach Shores on September 28 and September 29, 2022, during which the plaza sustained substantial damage; and

WHEREAS, after Hurricane Ian, the owner of Jet Set of Daytona requested the City temporarily allow the relocation of his business in the GC-RD District to 2560 S. Atlantic Avenue until adequate repairs were made at the plaza and such request was granted pursuant to Ordinance 22-29, for a period of two (2) years from the ordinance’s adoption, or to January 9, 2025; and

WHEREAS, Hurricane Ian passed and recovery efforts have taken place in the City of Daytona Beach Shores; and

WHEREAS, the current owner of the plaza has communicated that the plaza may be re-developed and the location may no longer be used as a commercial plaza; and

WHEREAS, the owner of Jet Set of Daytona has made improvements to its current location at 2560 S. Atlantic Avenue and has successfully operated at such location since its relocation there with no reported incidents or complaints to the code enforcement division; and

WHEREAS, the owner of the business has now requested that Jet Set of Daytona be permitted to remain as a non-conforming use at 2560 S. Atlantic Avenue so long as it is not discontinued for a period of six (6) months, pursuant to the City’s *Land Development Code*, Section 14-13.; and

WHEREAS, the owner of the business has agreed to utilize only lighting reasonably required for the safety of employees, customers, and members of the public after 10:00 p.m. every evening; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, on December 9, 2024, the Planning and Zoning Board of the City of Daytona Beach Shores heard and recommended approval of this Ordinance; and

WHEREAS, this Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City Daytona Beach Shores*; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds that it is in the best interest of the businesses, citizens and visitors of the city to adopt this Ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, AS FOLLOWS:

SECTION ONE. **RECITALS AS FINDINGS.** The “WHEREAS” clauses are hereby incorporated by reference herein and constitute the findings of the City Commission of the City of Daytona Beach Shores.

SECTION TWO. The City Commission of the City of Daytona Beach Shores hereby authorizes the Jet Set of Daytona business to permanently locate as a non-conforming use at 2560 S. Atlantic Avenue and to remain there so long as such use is not discontinued for a period of six (6) months, pursuant to the City's *Land Development Code*, Section 14-13. and the owner shall comply with the following:

1. Except for lighting reasonably required for public safety and existing signage, all exterior lighting shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions.

SECTION FOUR. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to nonconforming uses, as well as any and all related actions and activities, are hereby ratified and affirmed.

SECTION FIVE. CONFLICTS. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION SIX. SEVERABILITY. If any Section or portions of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION SEVEN. NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores* or, the *Land Development Code of the City of Daytona Beach Shores*.

SECTION EIGHT. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption and may be extended as provided herein.

SIGNATURES ON NEXT PAGE

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form and legality:

GRETCHEN R. H. "BECKY" VOSE, CITY ATTORNEY

Passed on first reading this _____ day of _____, 2024.

Adopted on second reading this _____ day of _____, 2024.

	PLANNING ANALYSIS
SUBJECT:	Ord.2024-22: Body Art Gallery, Inc. dba Jet Set of Daytona to remain as a nonconforming use at 2560 S. Atlantic Ave.
LOCATION:	2560 S. Atlantic Avenue in Daytona Beach Shores
REQUESTOR:	Gad Benchetrit, owner of Body Art Gallery, Inc. dba Jet Set of Daytona, through Attorney Jessica Gow of the Cobb & Cole Law Firm
SUMMARY:	Ordinance 2024-22 would allow Body Art Gallery, doing business as Jet Set of Daytona, to continue operating a non-conforming body art establishment in the "GC-RD" General Commercial-Redevelopment District at 2560 S. Atlantic Avenue in Daytona Beach Shores
RECOMMENDATION:	Approval as Presented
READING:	1 st by City Commission
STAFF CONTACT:	Gwyn Herstein, City Planner, PH: 386-763-5376

A. BACKGROUND

Hurricane Ian impacted our area on September 28 and 29, 2022. While many buildings and structures in Daytona Beach Shores sustained damage, the plaza at 2518 S. Atlantic Avenue, where the Jet Set of Daytona body art establishment was located, sustained enough damage to prevent occupancy of all tenants of the plaza. The body art use was a nonconforming use for Jet Set of Daytona at that address, but the business had operated there legally for over twenty years.

On January 10, 2023, the City Commission of the City of Daytona Beach Shores approved Ordinance 2022-29, which authorized businesses with existing non-conforming uses operating in the "GC-RD" General Commercial-Redevelopment District, to temporarily relocate from sites substantially damaged during Hurricane Ian, to other sites in the same zoning district. The Ordinance included a two (2) year sunset clause, meaning the described provisions will expire on January 9, 2025.

Jet Set of Daytona, the only business which utilized the non-conforming use relocation authorization under Ordinance 2022-29, re-opened at its current address at 2560 S. Atlantic Avenue. Through legal counsel, in a letter dated September 16, 2024, the Jet Set of Daytona business owner, Gad Benchetrit, requested the business be allowed to permanently operate from the new location due to factors enumerated in said letter (see included Cobb & Cole letter).

At the City Commission's direction, the City Attorney and staff have drafted an ordinance which will allow this business to remain permanently at the new location of 2560 S. Atlantic Avenue as a nonconforming use, provided the business is not discontinued for a period of six (6) months or more, pursuant *LDC*, Section 14-13. Further, the ordinance will require the business owner to cause non-public-safety-required lighting to be off during specific hours, daily. If this or a similar ordinance is not approved, the business will be required to terminate its nonconforming use at its current location on or by January 9, 2025.

B. PROPOSED ORDINANCE

The proposed regulations contained in Ordinance 2024-22 (**Exhibit A**) are consistent with the City's adopted Comprehensive Plan Update (2030). The proposed ordinance would accomplish the following:

1. Authorize Body Art Gallery, Inc. dba Jet Set of Daytona to permanently locate at 2560 S. Atlantic Avenue as a non-conforming use, for as long as the use is not discontinued for a period over six (6) months.
2. Cause said business owner/staff to utilize only existing signage and the lighting required for public safety purposes between the hours of 10:00 p.m. and 7:00 a.m. daily.

C. EXISTING ZONING AND LAND USE

Table 1 below provides a description of the zoning district designation and current land use (i.e., existing development) for the subject and abutting properties.

Table 1: Zoning and Land Use Area Description

Location	Zoning	Current Land Use
Subject Property	GC-RD	Beach Plaza: Ace Hardware, Smoke & Toke Vape
North	P	Andrinopoulos Park
Southeast	GC-RD	Cherry Hill Ice Cream Cafe
Southwest	GC-1	Pet Grooming, Wow Factor Interiors, A Hair Affair
East	T-RMF-1	Peninsula Condominium
West	City of Daytona Beach	Single-Family Residences

Notes: GC-RD = General Commercial-Redevelopment District; P = Public; GC-1 = Tourist-Oriented Commercial District; T-RMF-1 = Hotel/Motel-Residential Multifamily District (High Density).

As seen in **Table 1** above and **Exhibit B**, the subject property has a zoning designation of GC-RD.

D. PLANNING & ZONING BOARD

The Planning and Zoning Board will hear this matter at the December 9, 2024, Planning and Zoning Board meeting.

E. STAFF RECOMMENDATION

Staff recommends approval of Ordinance 2024-22 as presented.

Exhibit B - Zoning Map for 2560 S. Atlantic Avenue



Source: Volusia County, ArcGIS 2024

Zoning Districts for City properties near 2560 S. Atlantic Avenue:

GC-RD – General Commercial-Redevelopment District

GC-1 – Tourist-Oriented Commercial District

P – Public

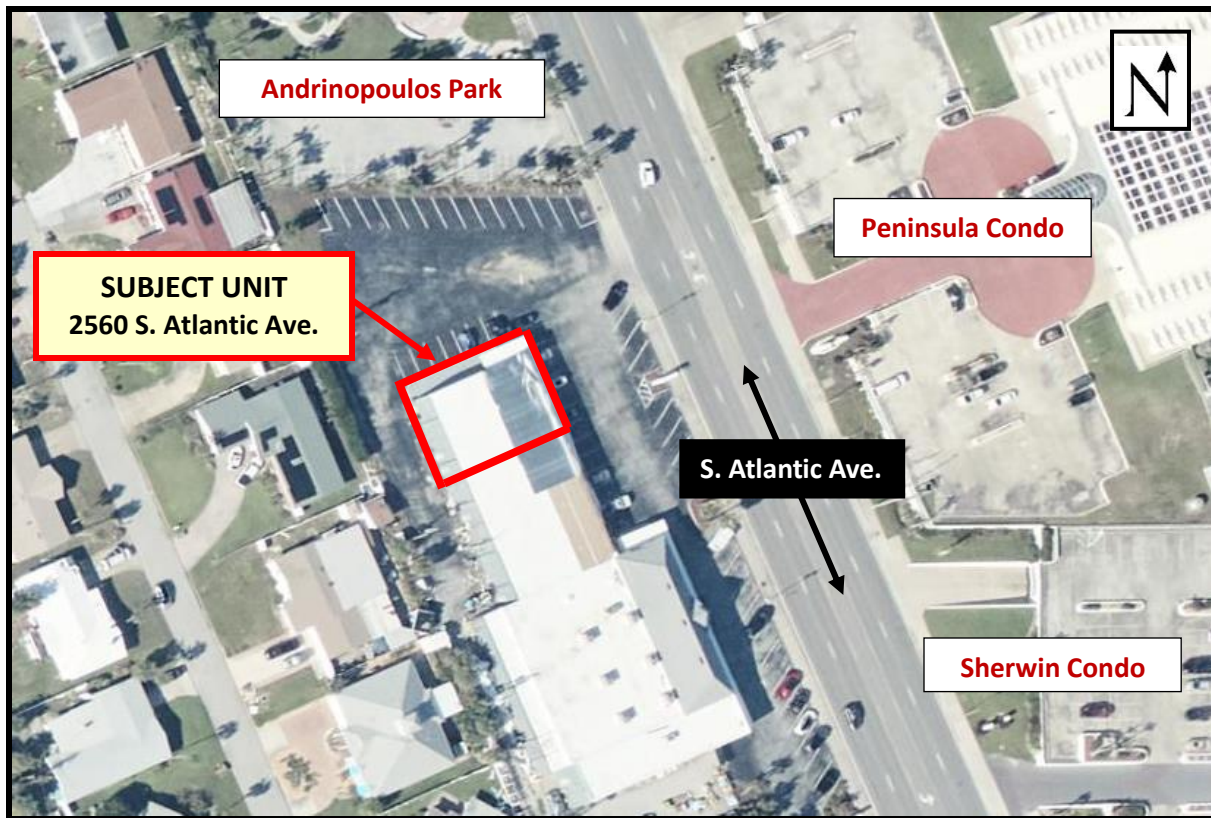
RMF-3 – Multifamily Residential District (Low Density)

T/RMF-1 – Hotel-Motel District/Multifamily Residential District (High Density)

Exhibit C – Site Location Maps for 2560 S. Atlantic Avenue



Source: NOAA Imagery AOIs/ESRI Community Map Contributors, ArcGIS 2024



Source: NOAA Imagery AOIs/ESRI Community Map Contributors, ArcGIS 2024

EXHIBIT D

Streetview of North End of Beach Plaza at 2560 S. Atlantic Ave.



ORDINANCE NO. 2022-29

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATED TO THE TEMPORARY RELOCATION OF BUSINESSES WITH NONCONFORMING USES THAT HAVE INCURRED SUBSTANTIAL DAMAGE AS A RESULT OF HURRICANE IAN IN THE “GC-RD” GENERAL COMMERCIAL REDEVELOPMENT DISTRICT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SUNSET PROVISION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the City of Daytona Beach Shores shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, on September 23, 2022, the Governor of the State of Florida issued **Executive Order 22-218** to declare a state of emergency for all counties in the state of Florida, including Volusia County, due to the impending effects of Hurricane Ian; and

WHEREAS, on September 24, 2022, the Governor of the State of Florida issued **Executive Order 22-219**, amending **Executive Order 22-218**; and

WHEREAS, on September 27, 2022, the City Manager of the City of Daytona Beach Shores issued a **Declaration of Local Emergency** for Hurricane Ian, consistent with Section 2-9(b) of the Charter of the City of Daytona Beach Shores; and

WHEREAS, Hurricane Ian struck the City of Daytona Beach Shores on September 28 and September 29; and

WHEREAS, on September 29, 2022 the President of the United States declared a major disaster for the State of Florida as a result of Hurricane Ian, which was noticed in the Federal Register as FEMA-4673-DR; and

WHEREAS, Hurricane Ian has passed and recovery efforts have begun in the City of Daytona Beach Shores; and

WHEREAS, the commercial plaza at 2518 S. Atlantic Avenue sustained substantial damages that prohibited its occupancy due to the impacts of Hurricane Ian; and

WHEREAS, the commercial plaza at 2518 S. Atlantic Avenue is located in the “GC-RD” General Commercial Redevelopment District; and

WHEREAS, the commercial plaza at 2518 S. Atlantic Avenue has a bonafide business with a nonconforming use; and

WHEREAS, the owner of the business with a nonconforming use located in the commercial plaza at 2518 S. Atlantic Avenue has requested the City temporarily allow the relocation of his business in the GC-RD District until adequate repairs can be made at the plaza; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, on December 12, 2022 the Planning and Zoning Board of the City of Daytona Beach Shores heard and recommended approval of this Ordinance; and

WHEREAS, this Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City Daytona Beach Shores*; and

WHEREAS, the City Commission of the City of Daytona Beach Shores finds that it is in the best interest of the businesses, citizens and visitors of the city adopt this Ordinance; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, AS FOLLOWS:

SECTION ONE. RECITALS. The “WHEREAS” clauses are hereby incorporated by reference herein.

SECTION TWO. The City Commission of the City of Daytona Beach Shores hereby authorizes businesses with existing non-conforming uses located in the “GC-RD” General Commercial Redevelopment District to temporarily relocate to another property located in the GC-RD District, provided however the business was substantially damaged as a direct result of impacts of Hurricane Ian such that occupancy of the business space is infeasible and prohibitive and providing as follows:

1. The subject business was a bonafide business established in the GC-RD zoning district at the time of impact from Hurricane Ian.

2. The business space or building is substantially damaged enough to prohibit occupancy.
3. The business is not an Adult Entertainment Establishment as defined in Sec. 2½-3 of the Daytona Beach Shores Code of Ordinances.
4. The new temporary business location is located in the GC-RD zoning district.
5. The business owner applies for and receives a Business Tax Receipt with the City of Daytona Beach Shores for the proposed location.
6. The business owner applies for and receives a Certificate of Use with the City of Daytona Beach Shores for the proposed location.
7. Within the two-year sunset period, the business may be reestablished at its original location in the GC-RD District and maintain its nonconformity.

SECTION THREE. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions.

SECTION FOUR. SUNSET. This authorization granted herein shall expire two (2) years subsequent to the effective date of this ordinance.

SECTION FIVE. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to nonconforming uses, as well as any and all related actions and activities, are hereby ratified and affirmed.

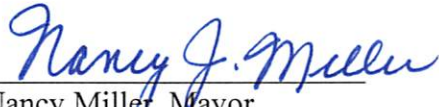
SECTION SIX. CONFLICTS. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION SEVEN. SEVERABILITY. If any Section or portions of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

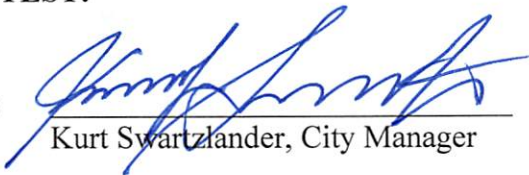
SECTION EIGHT. NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Daytona Beach Shores* or, the *Land Development Code of the City of Daytona Beach Shores*.

SECTION NINE. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption and may be extended as provided herein.

CITY OF DAYTONA BEACH SHORES, FLORIDA

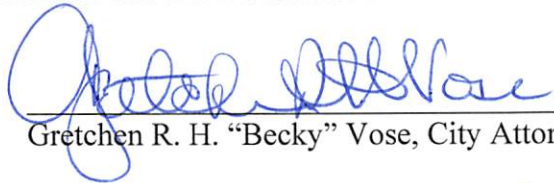
By: 
Nancy Miller, Mayor

ATTEST:

By: 
Kurt Swartzlander, City Manager


Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Gretchen R. H. "Becky" Vose, City Attorney

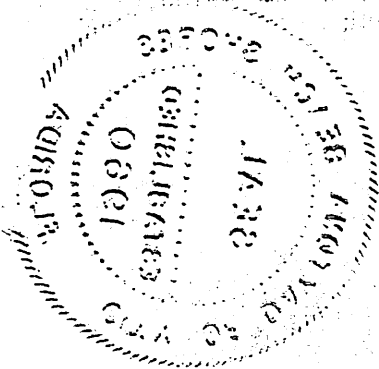
Passed and adopted on first reading this 13 day of December, 2022.

Posted this 10 day of January, 2023.



2022

[Signature]
Special Agent in Charge



[Handwritten signature]

DATE 22 May 1976 BY 61 Joint office with the Bureau of Land

Sum. 10000 10000 10000 10000



**CITY COMMISSION AGENDA MEMORANDUM
NOVEMBER 12, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Fowler, Public Safety Director

PREPARED BY: Cheri Schwab, City Clerk

SUBJECT: Resolution 2024-22 Approval to Accept Funds from Opioid Abatement Funding Program

SYNOPSIS:

This resolution is a requirement of the contract for the city to receive its portion of the funding from the Opioid Abatement Settlement.

FISCAL IMPACT STATEMENT:

BACKGROUND:

As a result of the Opioid Abatement Settlement, Public Safety requested \$25,000 for a mechanical cardiopulmonary resuscitation device from the regional funding.. This request was approved by county council on October 1st, and we will be purchasing the device once the funds are available. These devices, which deliver full-circumferential compressions during CPR, result in a 50% improvement in survivability of cardiac arrest.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

I move to approve the resolution.

ATTACHMENT: 1. Resolution - Opioid Abatement Funding Program Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA APPROVING THE ACCEPTANCE OF FUNDS FROM THE OPIOID ABATEMENT FUNDING PROGRAM FOR THE IMPLEMENTATION OF HANDS FREE CPR DEVICES IN THE COMMUNITY; AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Daytona Beach Shores recognizes that the City and the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the City of Daytona Beach Shores wishes to place emergency hands free CPR devices in the community; and

WHEREAS, the City of Daytona Beach and County of Volusia entered into Opioid Abatement Funding Program Agreement (hereinafter “Grant Agreement”) which provides money in the amount of \$25,000.00 for the implementation of hands free CPR devices; and

WHEREAS, as a condition of Section III. Recipient Information under subsection b. Regulatory Compliance of the Grant Agreement, the City of Daytona Beach Shores must approve the acceptance of the funds by adopting this Resolution; and

WHEREAS, the City Commission finds that adopting this Resolution is in the best interest of the City of Daytona Beach Shores and its citizens.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Daytona Beach Shores, Florida, as follows:

SECTION 1. RECITALS. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

SECTION 2. APPROVAL. The City Commission hereby accepts and approves the funds in the amount of \$25,000.00 from the Opioid Abatement Funding Program Agreement.

SECTION 3. AUTHORIZATION. The City Commission hereby authorizes the Mayor to adopt this Resolution in accordance with the Opioid Abatement Funding Program Agreement on behalf of the City of Daytona Beach Shores to accept the funds in the amount of \$25,000.00 for the implementation of hands free CPR devices.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, THIS _____ DAY OF

_____, 2024.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy Miller, Mayor

By: _____
Kurt Swartzlander, City Manager

ATTEST:

By: _____
Cheri Schwab, City Clerk

Approved as to form and legality:

Vose Law Firm, LLP, City Attorney