

UNPAVED ROAD CONSTRUCTION PROCEDURES

FEES: \$1,650.00 For application and maintenance fee

- The Applicant must submit the required application packet and fees to Town Hall.
- Application package will be reviewed by the town engineer, the town engineer will then make a recommendation to Town Council as to the improvement process and of the appropriate bond, if any, that shall be required from the applicant.
- All unpaved road applications must be preceded by a pre- construction conference with the Town Administrator.

1. Unpaved Road Submittal

- Unpaved Road Application
- (2) Signed and sealed surveys showing right-of-way for street to be approved
- A separate survey and legal description of right-of-way dedication (if necessary)
- (4) Design plans prepared by a State of Florida licensed civil engineer including existing and proposed grades, proposed cross-sections, drainage plan and structures, existing and proposed utilities, driveways, culverts, headwalls and etc.
- Soil borings
- Recorded Property Deed
- Authorization to act as applicant (if necessary)
- Unpaved Road Agreement (along with the Road Maintenance Fee (\$500.00))
- Applicant is required to obtain permits from all other agencies

2. Final Approval/ Construction Submittal

- (4) Sets of Approved Plans
- NPDES, FDEP, SJWMD, all State, Local, and Federal Permits
- Engineer's Certified Cost Estimate
- Inspection Fees Form (Inspections Fees 1.5% of onsite construction costs)
- Applicable Fees

Note: 2nd and subsequent reviews may require additional fees



TOWN OF GRANT-VALKARIA
 1449 Valkaria Road
 Grant Valkaria, Florida 32950
 Phone: 321-951-1380 ~ Fax: 321-956-5660
 UNPAVED ROAD APPLICATION



Date: _____

OWNER INFORMATION

Name: _____

Mailing Address: _____
(Street) (City) (State) (Zip)

PROJECT INFORMATION

Project Name: _____ Tax Account #(s): _____

Property Address: _____
(Street) (City) (State) (Zip)

Description of Project: _____

Length of improvement: _____ Permit Fee: _____

ENGINEER INFORMATION

Company Name: _____ Engineer/ Project Manager: _____

Address: _____
(Street) (City) (State) (Zip)

Phone: (____) _____ Fax: (____) _____

ALL CORRESPONDENCE TO BE PROVIDED TO APPLICANT AT THIS ADDRESS:

Name: _____ Company: _____
(if different from property owner)

Address: _____
(Street) (City) (State) (Zip)

Phone (____) _____ Fax: (____) _____ Cell: (____) _____

I/We hereby confirm that the above information is true and correct and I assume all responsibility for the truth and validity of this application and the information on the attached legal description, all plans, and drawings attached hereto, and all associated exhibits submitted herewith. I/We also authorize the Town of Grant Valkaria's Building Official to enter the premises for the purpose of inspections related to this application.

 Signature of Property Owner/ Authorized Representative

 Date



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INSPECTION FEES FORM



PLEASE PRINT LEGIBLY

PROJECT INFORMATION

Project Name: _____

Applicant Name: _____

A. ONSITE IMPROVEMENTS:

1. Site Plans, Unpaved Roads:
 1.5% of onsite Construction Costs \$ _____

2. Subdivisions (Onsite Construction costs) and Right-of-Ways / Easements:
 2.5% of the first (up to) \$500,000 \$ _____
 1.5% of the next \$500,000 - \$1,000,000 \$ _____
 1% of the amount over \$1,000,000 \$ _____

Please include a signed and sealed Engineer's Cost Estimate. Site construction costs shall include, but not be limited to, clearing, demolition, grading, paving, drainage, lighting, landscaping, traffic control, parking, sidewalks, erosion controls, fencing, and other site improvements as determined by the county. On site water, sewer and reuse utility lines are not included in these costs.

B. OFFSITE IMPROVEMENTS:

Stormwater Discharge	\$125.00	\$ _____
Storm Sewer	\$125.00	\$ _____
Sidewalk Construction (Improvements in R/W)	\$125.00	\$ _____
Commercial Driveway Connection (Temporary & Permanent, per each connection)	_____ x \$500.00	\$ _____
Paved Road Open Cut (Per cut) plus basic fee	_____ x \$750.00	\$ _____
Jack & Bore All approved tunnel methods (per tunnel)	_____ x \$375.00	\$ _____
Utility Open Pits (Including short side service connections)	_____ x \$75.00	\$ _____
Right-of-Way Underground utilization by Linear foot:		
1'-700'	\$125.00	\$ _____
701'-1400'	\$175.00	\$ _____
1401'-2100'	\$230.00	\$ _____
2101'-2800'	\$285.00	\$ _____
2801'- and above	\$285+	\$ _____
Revision to approved permit	\$25.00	\$ _____

TOTAL FEES \$ _____

All fees are required to be submitted simultaneously with approved engineering plans for site plans, subdivisions, and unpaved roads prior to approval or permitting of improvements. Subsequent changes to the approved site plan or subdivision plan could result in additional fees. It is incumbent upon the applicant to notify the reviewer if a reduction in fees should occur due to any approved design changes.

Signature of Applicant _____ Date _____

Town Administrator Approval _____ Date _____



TOWN OF GRANT-VALKARIA

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Grant Valkaria, Florida 32950

Phone: 321-951-1380 ~ Fax: 321-956-5660



PRE-CONSTRUCTION CONFERENCE CHECKLIST FOR APPLICATION OF SUBDIVISIONS AND UNPAVED ROADS

- _____ Cover Letter requesting a Pre-Construction Conference.
- _____ 2 Sets of stamped and sealed plans
- _____ Engineering Inspection Fees Form.

Subdivisions (Onsite Construction costs) and Right-of-way/ Easements

2.5% of the first up to \$500,000.00	\$ _____
1.5% of the of the next \$500,000.00 to \$1,000,000.00	\$ _____
1.5% of the next \$1,000,000.00	\$ _____
1% of the next \$1,000,000.00	\$ _____

_____ NPDES Forms for all projects in which more than an acre of land is improved or disturbed.

_____ All Federal, State, and local permits, such as SJRWMD and FDEP. If the project is phased, please submit a key map reflecting which phase you are applying for.

Minimum Design Criteria for Unpaved Roads

Town of Grant-Valkaria



The applicant shall submit five (5) copies of the unpaved road plan on 24" x 36" sheets that provide the following information:

1. A Location and Flood Zone map of the project.
2. The project must connect to an existing Town roadway. Show the name and elevations of the existing roadway.
3. A minimum of 50-feet of right-of-way for the project as required by 62-102 (b) (2) c.1., of the Land Development Code.
4. A 70-foot diameter paved cul-de-sac at the terminus of the road with a minimum of 100-foot total diameter as required by Fire/Rescue.
5. Location of existing wetlands or water bodies within the right-of-way of the proposed unpaved road.
6. A minimum six-inch (6") 3000-psi concrete apron when connecting to an existing paved road and include the attached detail on the plans.
7. A note stating that the minimum Limerock Bearing Ratio (LBR) shall be 40 and the maximum LBR shall be 60 for the unpaved road.
8. A roadway cross-section showing a minimum 8-inch thick, 22-foot wide stabilized roadway centered within the required 50- foot right-of-way.
9. A profile showing the existing and proposed elevations of the roadway, any stormwater pipes or structures, and the total length of the road.
10. Material utilized in the mixing process for construction of the unpaved road will be limited to shell, cemented coquina, and marl. The listed materials MUST be mixed in-place to achieve the specified LBR. Limerock WILL NOT be accepted.
11. A note on the plans that all disturbed areas within the road right-of-way shall be sodded.
12. The project must meet the requirements of the Town of Grant-Valkaria Stormwater Management Criteria and stormwater calculations must be submitted for review and approval by the Town.
13. Ditch blocks must be constructed of 4-inch thick, 3000-psi concrete with a minimum height of one foot (1') and with the ditch block extending at least one-foot (1') into the bank of the ditch. Sodded or stabilized ditch blocks WILL NOT be accepted.
14. A note that states the sub-grade of the road must be clear of all roots and other organic material.
15. The elevation of proposed road must be, at a minimum, at or above the 100-year flood elevation and above the peak elevation of the onsite stormwater system for the 25-year storm. Higher elevations may be required on a case-by-case basis.

16. Owner /developer shall provide all street signs, street name signs, dead end or no outlet signs, stop signs, speed limit signs, and end of road signs (FDOT 17349, Case II), associated with the project. All sign faces shall be "High Intensity". All sign posts shall be 2-inch galvanized steel square tube posts in accordance with FDOT Index 11865; shall be a minimum of 12' long, shall be 2-lbs /lf, and shall be installed in accordance with the Town Standards. The owner is responsible for the initial cost of all required signage.

17. Swales shall have a maximum 4:1 front slope and 3:1 back slope.

18. The smallest allowable pipe within the right-of-way shall be 18" RCP or 14" x 23" ERCP.

19. All pipes crossing under the roadway will be Class III reinforced concrete pipe (RCP) with concrete mitered end sections (Index 272) or concrete endwalls (Index 250) per FDOT Design Standards. Driveway culverts can be asphalt coated corrugated metal pipe (ACCOMP) or concrete (RCP).

20. The unpaved road shall be crowned at a minimum 2%. However, as an alternate, the roadway may be sloped in one direction at a minimum of 2% toward the stormwater system.

21. Please refer to Chapter 62, Division 4, "Engineering Design Standards for Subdivisions and Site Plan Review", for complete details of engineering design requirements.

22. Provide a copy of the SJRWMD permit for the project.

- Applicant is responsible for obtaining all applicable State and Federal permits.
- As part of this application, a proposed road name or the existing road name that is+- being used, must be on the application under "Requested Segment of Roadway (NAME)". If no existing road name, contact the Town at 321-951-1380 to have a name assigned.
- A check must be submitted with your application in the amount of \$1, 150 for the application fee plus \$500.00 for the maintenance fee. Totaling \$1,650.00 made out to the Town of Grant-Valkaria.

Unpaved Road Agreement
For Construction of Road

Town of Grant-Valkaria



PARCEL I.D.: _____

ROAD NAME: _____

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between the Town of Grant-Valkaria of Brevard County, Florida, hereinafter referred to as the "Town", and _____, hereinafter referred to as the "Landowner":

WITNESSETH:

WHEREAS, the Brevard County Code generally provides that no building permit shall be issued on any parcel of land which does not abut a street dedicated, accepted and maintained by the Town of Grant-Valkaria of Brevard County, Florida; and

WHEREAS, the Code allows certain exceptions to that rule under specific conditions; and

WHEREAS, the Landowner has requested that the Town assent to the use of an unpaved road right-of-way as described in Exhibit "A" for the sole purpose of obtaining the issuance of one building permit for the parcel described at Exhibit "B" under the provisions of the Town Code; and

WHEREAS, the existing public road right-of-way does not comply with the existing Town regulations governing the specification for road construction; and

WHEREAS, the Town is unwilling to assume any liability to improve any public road right-of-way not conforming to said road specifications; and

WHEREAS, the Landowner has agreed to construct a road in the right-of-way to Town requirements and pay the Town's fixed amount to defray the cost of road maintenance; and

WHEREAS, the Landowner has agreed that in the event any municipal services benefit unit assessment (MSBU) or similar assessment is imposed to maintain said public road right-of-way, the Landowner or future parties holding interest to the aforesaid real property will participate in the MSBU and be subject to said assessment under the conditions described below.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter contained, it is mutually agreed between the parties as follows:

1. _____ hereby acknowledges and represents that he/she/they is/are the sole owner of real property as described in Exhibit "B", attached hereto and made a part here of by this reference.

2. It is mutually agreed between the parties that the assent by the Town to the use of public road right-of-way described in Exhibit "A" is expressly conditioned upon the fact that said assent places no liability, duty or responsibility upon the Town to improve, grade or construct said road right-of-way until an MSBU is established. Landowner agrees to construct the roadway within one-year of the date of this agreement in accordance with the Town road construction requirements.

3. Until acceptance of the roadway by the Town, the Landowner shall not hold the Town liable for the failure or inability to provide emergency vehicles or services across this non-maintained public road right-of-way. Upon completion of construction of the roadway to Town specifications, the Town hereby agrees to recognize the subject road right-of-way at Exhibit "A" for issuance of a building permit on the property described at Exhibit "B". The Landowner hereby agrees to pay to maintain said road right-of-way according to minimum standards established by the Town for

maintenance of unpaved roads in the amount of \$500.00. This figure may be adjusted upon adoption of a resolution by the Town of Grant-Valkaria modifying the fee to be assessed upon proof by the Town that additional expenses over and above this amount are incurred to maintain the roadway.

4. As further consideration, the Landowner hereby agrees that the property described at Exhibit "B" shall be considered only for the issuance of one building permit to be used under the appropriate land use classifications and regulations. Development of building lots adjacent to the roadway which are prone to flooding due to localized soil conditions or hydrology shall not negatively impact adjacent properties or receiving surface water body quality. The Landowner shall participate in any MSBU established once more than fifty percent (50%) of the lots on the affected road segment described in Exhibit "A" have received building permits.

5. The right to construct the roadway is not assignable and the authorization to construct the road shall terminate within one (1) year after this agreement is executed. In the event the road is constructed and building permit is issued, the obligation to pay for maintenance of the roadway and all other terms of this Agreement shall run with the land. This agreement shall be duly recorded in the Public Records of Brevard County, Florida.

6. In the performance of this Agreement, the Principal shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the Principal for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

7. No reports, data, programs or other materials produced in whole or in part for the benefit and use of the Town, under this agreement shall be subject to copyright by Principal in the United States or any other country.

IN WITNESS WHEREOF, the Town and the Landowner have signed and sealed this Agreement the day and year first above written.

ATTEST:

Town Representative

As approved by the Town on: _____

Witness

Witness

LANDOWNER:

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Notary Seal

Signature of Notary Public

Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



TOWN OF GRANT-VALKARIA
 1449 Valkaria Rd.
 Grant Valkaria, Florida 32950
 Phone: 321-951-1380 ~ Fax: 321-956-5660
AUTHORIZATION TO ACT ON BEHALF OF OWNER



I, _____ being the owner of _____
(Print Name) (Project Name)

authorize _____ to act on my behalf
(Person and Company Name)

behalf in the submittal of the attached development plan.

 Signature

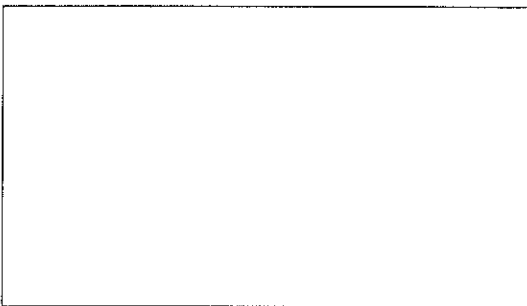
 Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__.

by _____ who is personally known to me or has produced
 _____ as identification and who did (did not) take an oath.



 Signature of Notary Public

 Commission Expires

Please place Notary Seal in above box.

AGREEMENT CRITERIA

Unpaved Road Agreements- The Town Council and property owners whose property abuts a right-of-way which is not maintained by the Town may enter into an agreement to allow the issuance of a single-family residence driveway permit under the following conditions:

1. These agreements shall be limited to existing rights-of-way of at least 50 feet in width. If a right-of-way exists of less than 50 feet in width, additional easements, dedicated to the Town, may be obtained on each of the right-of-way by the owner for drainage and sidewalk purposes to bring the total width to 50 feet. Any requests for deviation shall be made as part of the application process and will be reviewed by the Town Council for a determination. Any acquisition costs associated with the right-of-way and easements will be borne solely by the property owner. The traveling surface of the road will be centered within the right-of-way.
2. Only those properties within 2,640 feet of a Town-maintained paved roadway that are accepted as of May 14, 2008 of this ordinance are eligible.
3. When an unpaved road is initiated, it may only extend 2,640 feet from a Town maintained paved roadway.
4. Each lot, parcel or tract of land must meet all of the requirements of the comprehensive plan, shall satisfy all criteria of the environmental health section, and shall meet all Town requirements for issuance of a driveway permit.
5. There shall be a limitation of one agreement per parcel that is not transferrable.
6. By entering into an agreement, the property owner is responsible for all costs related to the roadway including survey, design, initial signage, and installation, engineering, permitting and construction. The roadway shall be constructed in accordance with the Town's standards for unpaved roads and shall be reviewed and inspected by the Town for approval prior to the issuance of a driveway permit. Additionally, to defer the cost of Town maintenance, the agreement shall stipulate a fixed amount that must be paid prior to execution of the agreement. This amount would be determined by the Town and adopted by resolution in an amount necessary to reimburse the Town for maintenance costs.

