

DEERING PARK

STEWARDSHIP DISTRICT

May 13, 2025

BOARD OF SUPERVISORS

PUBLIC HEARING AND

REGULAR MEETING

AGENDA

**DEERING PARK
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Deering Park Stewardship District
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 6, 2025

Board of Supervisors
Deering Park Stewardship District

ATTENDEES:
**Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.**

Dear Board Members:

The Board of Supervisors of the Deering Park Stewardship District will hold a Public Hearing and Regular Meeting on May 13, 2025 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 257 924 010 15, Passcode: EBSJeh (see link below). The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date
 - A. Affidavit/Proof of Publication
 - B. Consideration of Resolution 2025-11, Expressing its Intent of the District to Use the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Deering Park Stewardship District in Accordance With Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
4. Consideration of Resolution 2025-12, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2025-13, Designating Dates, Times and Location for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an effective Date
6. Consideration of Resolution 2025-14, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date
7. Consideration of England-Thims & Miller, Inc., Work Authorization #5 [SUNTRail Design]

8. Consideration of SUNTrails Grant Agreement for the Deering Trail Project
9. Acceptance of Unaudited Financial Statements as of March 31, 2025
10. Approval of March 26, 2025 Public Hearing and Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Registered Voters in District as of April 15, 2025
 - Brevard: 0
 - Volusia: 2
 - Property Insurance on Vertical Assets
 - NEXT MEETING DATE: June 10, 2025 at 2:00 PM
 - QUORUM CHECK

SEAT 1	ROBBIE LEE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	WILLIAM FIFE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	GLENN STORCH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JAMES BOYD	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JOEY POSEY	☐ IN PERSON	☐ PHONE	☐ NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,


Cindy Carbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 867 327 4756

TEAMS MEETING ID: 257 924 010 15

PASSCODE: EBsJeh

https://teams.microsoft.com/j/19%3ameeting_MDM0OWM1Y2YtODQ2Ny00ZDFjLWFiMmEtZDM0OWM0ZGM0ZmEz%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d

**DEERING PARK
STEWARDSHIP DISTRICT**

3A



Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Deering Park Stewardship District
2300 Glades RD STE 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

04/17/2025, 04/24/2025, 05/01/2025, 05/08/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/08/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1053.98

Tax Amount: \$0.00

Payment Cost: \$1053.98

Order No: 11227270

Customer No: 1126457

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Ad#11227270 4/17, 4/24, 5/1, 5/8/2025
DEERING PARK STEWARDSHIP
DISTRICT

NOTICE OF THE DISTRICT'S
INTENT TO USE THE UNIFORM
METHOD
OF COLLECTION OF NON-AD
VALOREM SPECIAL
ASSESSMENTS

Notice is hereby given that the Deering Park Stewardship District (the "District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on May 13, 2025 at 2:00 p.m., at the Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114. The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments (the "Uniform Method") to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating facilities, services and improvements within and without the boundaries of the District, to consist of, among other things, roadways, alleys, mobility trails, stormwater management facilities, water distribution system, wastewater system, reclaim water system, landscaping, hard-scaping and irrigation system improvements, recreation improvements, street lighting improvements, and any other lawful improvements or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be confined to a date, time and location to be specified on the record at the hearing. There may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010, at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the hearing is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Cindy Corbone

Serial Number
25-001841



Ormond Beach Observer
Published Weekly
Ormond Beach, Volusia County, Florida

COUNTY OF VOLUSIA

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Ormond Beach Observer a weekly newspaper published at Ormond Beach, Volusia County, Florida; that the attached copy of advertisement,

being a Notice of Meeting

in the matter of Board of Supervisors Regular Meeting on May 13, 2025 at 2:00 p. m.; Deering Park Stewardship District

in the Court, was published in said newspaper by print in the

issues of 4/24/2025

Affiant further says that the Ormond Beach Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

**DEERING PARK STEWARDSHIP DISTRICT
NOTICE OF MEETING**

Notice is hereby given that the Board of Supervisors ("Board") of the Deering Park Stewardship District (the "District") located in Brevard County, Volusia County and the City of Edgewater, Florida, will hold a Regular Meeting on May 13, 2025 at 2:00 p.m., at the Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114-4514. The meeting is being held for the necessary public purpose of considering any business that may come before the Board.

The meeting will also be held by means of communications media technology as follows:

https://teams.microsoft.com/join/19%3ameeting_Yjg0YjNmMGEtZTYONi00YzI3LTIHOWEtOTIYmM2MTU3NTRi%40thread.x2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d

Meeting ID: 257 924 010 15
Passcode: EBSJeh

A copy of the agenda may be obtained at the offices of the District Manager, c/o Wrathell, Hunt and Associates, LLC at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (877) 276-0889 ("District Manager's Office") during normal business hours. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at the meetings because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least 48 hours prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meetings with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
April 24, 2025

25-001841

Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of April, 2025 A.D.

by Holly Botkin who is personally known to me.

Notary Public, State of Florida
(SEAL)



Andrew Pagnotta
Comm.: HH 627562
Expires: Jan. 12, 2029
Notary Public - State of Florida

**DEERING PARK
STEWARDSHIP DISTRICT**

3B

RESOLUTION 2025-11

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE DEERING PARK STEWARDSHIP DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Deering Park Stewardship District ("District") was established pursuant to the provisions of Chapter 2020-197, *Laws of Florida* ("Act"), which authorizes the District to levy certain special assessments pursuant to Chapter 170, 189, and 197 *Florida Statutes*, in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District services, facilities, and infrastructure, paying principal and interest on any and all of its indebtedness or for any other purpose permitted by the Act; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Brevard and Volusia Counties for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT:

SECTION 1. The District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its intent to use the uniform method of collecting special assessments imposed by the District as provided in Chapters 170, 189, and 197, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of the Act, in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District services, facilities, and infrastructure, paying principal and interest on any and all of its indebtedness or for any other purpose permitted by the Act. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Brevard County, the Property Appraiser and Tax Collector of Volusia County, and

the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of May, 2025.

ATTEST:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description

Exhibit A

Section 4. Legal description of the District.—The metes and bounds legal description of the District, within which there are no parcels of property owned by those who do not wish their property to be included within the District, is as follows:

LAND IN VOLUSIA COUNTY, FLORIDA

A PART OF SECTIONS 32, 33, 34 AND 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

SECTIONS 1, 2, A PART OF SECTION 3, SECTIONS 10, 11, 12, 13, 14, A PART OF SECTION 15, A PART OF SECTION 22, SECTIONS 23, 24, 25, 26, 27, 28, A PART OF SECTION 31, SECTIONS 32, 33, 34, 35 AND 36, TOWNSHIP 18 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

A PART OF SECTION 6, A PART OF SECTION 7, A PART OF SECTION 8, A PART OF SECTION 17, SECTIONS 18, 19, A PART OF SECTION 20, SECTIONS 29, 30, 31 AND 32, TOWNSHIP 18 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

PART OF LOTS 13B, 14B, 15B, 15D, 62 AND 167, ASSESSOR'S SUBDIVISION OF THE CHARLES SIBBALD GRANT, AS RECORDED IN MAP BOOK 3, PAGE 151 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Ch. 2020-197

LAWS OF FLORIDA

Ch. 2020-197

TOGETHER WITH

SECTIONS 1, 2, 3, 4, 5, A PART OF SECTION 6, A PART OF SECTION 7, A PART OF SECTION 8, SECTIONS 9, 10, 11, 12, 13, 14, 15, A PART OF SECTION 16, SECTION 17, A PART OF SECTION 18, A PART OF SECTION 19, SECTION 20, A PART OF SECTION 21, SECTION 22, A PART OF SECTION 23, SECTION 24, SECTIONS 25, 26, 27, 28, A PART OF SECTIONS 29, 32, 33, 34, 35, AND SECTION 36, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

SECTIONS 5, 6, 7, 8, 17, 18, 19, 20, 21, 28, 29, PART OF SECTION 30, SECTIONS 31, 32 AND 33, TOWNSHIP 19 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

SECTIONS 1, 12, 13 AND 24, TOWNSHIP 20 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

SECTION 37, TOWNSHIP 21 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 10, TOWNSHIP 18 SOUTH, RANGE 33 EAST, AS THE POINT OF BEGINNING, RUN N.00°24'00"W. ALONG THE WEST LINE OF SAID SECTION 3, TOWNSHIP 18 SOUTH, RANGE 33 EAST, A DISTANCE OF 9268.10 FEET; THENCE S.88°53'11"W., ALONG THE SOUTH LINE OF SAID SECTION 32, TOWNSHIP 17 SOUTH, RANGE 33 EAST, A DISTANCE OF 1121.77 FEET; THENCE N.01°45'19"W., ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1317.75 FEET; THENCE DEPARTING SAID WEST LINE, RUN ALONG THE NORTH BOUNDARY OF THE CITY OF EDGEWATER, FLORIDA THE FOLLOWING COURSES AND DISTANCES: N.88°48'33"E., A DISTANCE OF 5316.14 FEET; THENCE N.88°44'53"E., A DISTANCE OF 3973.41 FEET; THENCE N.01°45'48"W., A DISTANCE OF 663.33 FEET; THENCE N.88°44'07"E., A DISTANCE OF 661.32 FEET; THENCE N.01°50'32"W., A DISTANCE OF 1990.46 FEET; THENCE N.88°41'49"E., A DISTANCE OF 658.58 FEET; THENCE N.88°35'30"E., A DISTANCE OF 5293.35 FEET; THENCE N.88°07'12"E., A DISTANCE OF 884.36 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD NO. 9), A 350 FOOT RIGHT OF WAY; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S.29°53'30"E., A DISTANCE OF 452.54 FEET; THENCE S.29°52'50"E., A DISTANCE OF 1053.25 FEET; THENCE S.29°53'21"E., A DISTANCE OF 1127.04

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

FEET; THENCE S.29°53'17"E., A DISTANCE OF 1141.37 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN S.02°12'11"E., A DISTANCE OF 700.28 FEET; THENCE N.88°44'42"E., ALONG THE SOUTH LINE OF SAID SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, A DISTANCE OF 370.66 FEET TO THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE NO. 95; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S.29°52'48"E., A DISTANCE OF 1270.66 FEET; THENCE S.29°53'49"E., A DISTANCE OF 1005.54 FEET; THENCE S.29°52'11"E., A DISTANCE OF 825.17 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 8419.42 FEET, A CENTRAL ANGLE OF 06°23'25", A CHORD BEARING OF S.26°40'28"E., AND A CHORD DISTANCE OF 938.54 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 939.03 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN S.00°15'18"W., A DISTANCE OF 5705.31 FEET TO THE NORTH RIGHT OF WAY LINE OF OPOSSUM CAMP ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 7406, PAGE 1820, OFFICIAL RECORDS BOOK 7183, PAGE 1323 AND OFFICIAL RECORDS BOOK 7423, PAGE 614 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S.89°44'56"E., A DISTANCE OF 581.57 FEET; THENCE S.84°27'37"E., A DISTANCE OF 969.80 FEET; THENCE N.89°39'54"E., A DISTANCE OF 333.04 FEET; THENCE N.77°47'22"E., A DISTANCE OF 102.66 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN ALONG THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE NO. 95 THE FOLLOWING COURSES AND DISTANCES: S.00°18'05"E., A DISTANCE OF 247.60 FEET; THENCE S.76°02'36"E., A DISTANCE OF 163.17 FEET; THENCE S.62°03'45"E., A DISTANCE OF 149.14 FEET; THENCE S.31°55'20"E., A DISTANCE OF 1420.66 FEET; THENCE S.22°11'56"E., A DISTANCE OF 5150.31 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN S.79°26'18"W., A DISTANCE OF 2782.81 FEET; THENCE S.00°19'17"W., ALONG THE EAST LINE OF SAID SECTION 18, TOWNSHIP 18 SOUTH, RANGE 34 EAST, A DISTANCE OF 1245.74 FEET; THENCE S.00°54'04"E., ALONG SAID EAST LINE, A DISTANCE OF 2650.17 FEET; THENCE S.00°17'16"E., ALONG THE EAST LINE OF SAID SECTION 19, TOWNSHIP 18 SOUTH, RANGE 34 EAST, A DISTANCE OF 3067.20 FEET; THENCE DEPARTING SAID EAST LINE, RUN N.89°29'08"E., A DISTANCE OF 3245.10 FEET; THENCE N.79°00'40"E., ALONG THE NORTH LINE OF SAID LOT 62 OF THE ASSESSOR'S SUBDIVISION OF THE CHARLES SIBBALD GRANT, A DISTANCE OF 1808.41 FEET TO THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE NO. 95; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S.15°00'53"E., A DISTANCE OF 3903.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING

A RADIUS OF 17353.97 FEET, A CENTRAL ANGLE OF 04°06'04", A CHORD BEARING OF S.17°03'55"E., AND A CHORD DISTANCE OF 1241.90 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1242.16 FEET; THENCE S.19°06'57"E., A DISTANCE OF 3763.61 FEET TO THE BOUNDARY OF A FLORIDA DEPARTMENT OF TRANSPORTATION BORROW PIT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1790, PAGE 1340, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: S.70°53'03"W., A DISTANCE OF 300.00 FEET; THENCE N.19°06'57"W., A DISTANCE OF 650.00 FEET; THENCE S.70°53'03"W., A DISTANCE OF 600.00 FEET; THENCE S.19°06'57"E., A DISTANCE OF 700.00 FEET; THENCE N.70°53'03"E., A DISTANCE OF 900.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE NO. 95; THENCE S.19°06'57"E., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 618.71 FEET; THENCE S.19°07'16"E., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 900.08 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN S.78°29'44"W., ALONG THE SOUTH LINE OF SAID LOT 13B OF THE ASSESSOR'S SUBDIVISION OF THE CHARLES SIBBALD GRANT, A DISTANCE OF 2859.22 FEET; THENCE S.78°16'18"W., ALONG THE NORTH LINE OF THE JOHN LOW GRANT, SECTION 47, TOWNSHIP 18 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 4177.75 FEET; THENCE S.12°08'20"E., ALONG THE WEST LINE OF SAID JOHN LOW GRANT, A DISTANCE OF 1797.26 FEET; THENCE S.11°41'37"E., ALONG THE WEST LINE OF THE JOHN LOW GRANT, SECTION 39, TOWNSHIP 19 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 18905.04 FEET; THENCE N.77°58'53"E., ALONG THE SOUTH LINE OF SAID JOHN LOW GRANT, A DISTANCE OF 1740.16 FEET; THENCE S.11°14'40"E., ALONG THE WEST LINE OF THE JOHN MCINTOSH GRANT, SECTION 44, TOWNSHIP 19 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 8790.60 FEET; THENCE S.78°26'58"W., ALONG THE NORTH LINE OF THE HEIRS OF JOSEPH DELESPINE GRANT, SECTION 45, TOWNSHIP 19 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 817.69 FEET; THENCE S.11°14'16"E., ALONG THE WEST LINE OF SAID HEIRS OF JOSEPH DELESPINE GRANT, A DISTANCE OF 4842.20 FEET; THENCE S.89°03'20"W., ALONG THE SOUTH LINE OF SAID SECTION 33, TOWNSHIP 19 SOUTH, RANGE 34 EAST, A DISTANCE OF 3099.33 FEET; THENCE S.89°03'20"W., ALONG THE SOUTH LINE OF SAID SECTION 32, TOWNSHIP 19 SOUTH, RANGE 34 EAST, A DISTANCE OF 5412.49 FEET; THENCE S.89°01'51"W., ALONG THE SOUTH LINE OF SAID SECTION 31, TOWNSHIP 19 SOUTH, RANGE 34 EAST, A DISTANCE OF 5623.75 FEET; THENCE S.00°47'08"E., ALONG THE EAST LINE OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 33 EAST, A DISTANCE OF 5460.91 FEET; THENCE S.01°03'19"E.,

ALONG THE EAST LINE OF SAID SECTION 12, TOWNSHIP 20 SOUTH, RANGE 33 EAST, A DISTANCE OF 5293.89 FEET; THENCE S.01°16'36"E., ALONG THE EAST LINE OF SAID SECTION 13, TOWNSHIP 20 SOUTH, RANGE 33 EAST, A DISTANCE OF 5294.30 FEET; THENCE S.01°13'54"E., ALONG THE EAST LINE OF SAID SECTION 24, TOWNSHIP 20 SOUTH, RANGE 33 EAST, A DISTANCE OF 2646.95 FEET; THENCE S.00°53'46"E., ALONG SAID EAST LINE, A DISTANCE OF 239.56 FEET; THENCE S.78°21'43"W., ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 5363.68 FEET; THENCE N.01°25'09"W., ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 3855.27 FEET; THENCE N.01°24'38"W., ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 2677.98 FEET; THENCE N.01°24'50"W., ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 2678.13 FEET; THENCE N.01°19'06"W., A DISTANCE OF 5291.20 FEET; THENCE N.00°16'57"E., ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 5428.92 FEET; THENCE S.89°02'45"W., ALONG THE SOUTH LINE OF SAID SECTION 36, TOWNSHIP 19 SOUTH, RANGE 33 EAST, A DISTANCE OF 66.00 FEET; THENCE N.01°41'37"W., ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 4329.42 FEET; THENCE S.61°42'29"W., ALONG THE NORTH LINE OF THE ABANDONED FLORIDA EAST COAST RAILROAD, OKEECHOBEE BRANCH, A DISTANCE OF 1028.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2815.48 FEET, A CENTRAL ANGLE OF 24°56'00", A CHORD BEARING OF S.74°10'29"W., AND A CHORD DISTANCE OF 1215.56 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH LINE, A DISTANCE OF 1225.21 FEET; THENCE S.86°38'29"W., ALONG SAID NORTH LINE, A DISTANCE OF 4556.64 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N.02°44'27"W., A DISTANCE OF 598.14 FEET; THENCE S.88°45'51"W., A DISTANCE OF 1310.92 FEET; THENCE S.02°11'09"E., A DISTANCE OF 646.80 FEET TO THE NORTH LINE OF SAID ABANDONED FLORIDA EAST COAST RAILROAD; THENCE RUN ALONG SAID NORTH LINE THE FOLLOWING COURSES AND DISTANCES: S.86°38'29"W., A DISTANCE OF 6813.36 FEET; THENCE N.01°01'04"W., A DISTANCE OF 50.04 FEET; THENCE S.86°38'29"W., A DISTANCE OF 1544.36 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N.64°20'17"W., A DISTANCE OF 4659.70 FEET; THENCE N.15°15'27"W., A DISTANCE OF 7492.89 FEET; THENCE N.15°51'21"W., A DISTANCE OF 829.94 FEET; THENCE N.18°46'59"W., A DISTANCE OF 814.16 FEET; THENCE N.18°53'10"W., A DISTANCE OF 697.30 FEET; THENCE N.70°10'39"W., A DISTANCE OF 1587.18 FEET; THENCE N.14°08'03"W., A DISTANCE OF 3697.19 FEET; THENCE N.40°29'10"W., A DISTANCE OF 935.94 FEET; THENCE N.66°49'47"W., A DISTANCE OF 617.13 FEET; THENCE N.84°07'40"W., A DISTANCE OF 143.78 FEET; THENCE N.00°51'37"W., ALONG THE WEST LINE OF SAID SECTION 18, TOWNSHIP 19 SOUTH, RANGE 33 EAST, A

DISTANCE OF 1269.62 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE N.45°02'00"E., A DISTANCE OF 28.62 FEET TO THE EAST RIGHT OF WAY LINE OF PELL ROAD, AS SHOWN ON THE PLAT OF THE FLORIDA HOMELAND COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGES 107 AND 108 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N.00°42'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1326.20 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N.89°24'02"E., ALONG THE SOUTH LINE OF LOT 8, BLOCK 3, SAID THE FLORIDA HOMELAND COMPANY SUBDIVISION, A DISTANCE OF 625.17 FEET; THENCE S.00°25'01"W., ALONG THE WEST LINE OF LOT 11, SAID BLOCK 3, A DISTANCE OF 1308.11 FEET; THENCE N.89°41'36"E., ALONG THE MAINTAINED NORTH RIGHT OF WAY LINE OF MAYTOWN ROAD, A DISTANCE OF 325.88 FEET; THENCE N.00°16'19"E., ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 1309.72 FEET; THENCE S.89°24'02"W., ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 322.59 FEET; THENCE N.00°25'01"E., ALONG THE WEST LINE OF LOT 6, SAID BLOCK 3, A DISTANCE OF 1330.61 FEET; THENCE N.89°26'32"E., ALONG THE NORTH LINE OF LOTS 4, 5 AND 6, SAID BLOCK 3, A DISTANCE OF 957.64 FEET; THENCE S.00°01'06"E., ALONG THE EAST LINE OF LOT 3, SAID BLOCK 3, A DISTANCE OF 1329.77 FEET; THENCE N.89°03'10"E., ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 322.60 FEET; THENCE N.00°09'47"W., ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 671.28 FEET; THENCE N.89°23'32"E., ALONG THE SOUTH LINE OF LOT 1, SAID BLOCK 3, A DISTANCE OF 626.76 FEET; THENCE S.00°27'15"E., ALONG THE EAST LINE OF LOTS 2, 15 AND 16, SAID BLOCK 3, A DISTANCE OF 1986.79 FEET; THENCE N.89°00'34"E., ALONG THE MAINTAINED NORTH RIGHT OF WAY LINE OF SAID MAYTOWN ROAD, A DISTANCE OF 30.00 FEET; THENCE N.00°27'15"W., ALONG THE WEST LINE OF LOTS 9 AND 10, BLOCK 4, SAID THE FLORIDA HOMELAND COMPANY SUBDIVISION, A DISTANCE OF 1313.30 FEET; THENCE N.89°06'34"E., ALONG THE SOUTH LINE OF LOT 8, SAID BLOCK 4, A DISTANCE OF 636.07 FEET; THENCE N.00°34'02"W., ALONG THE WEST LINE OF LOT 6, SAID BLOCK 4, A DISTANCE OF 1325.28 FEET; THENCE N.89°26'32"E., ALONG THE NORTH LINE OF LOTS 5 AND 6, SAID BLOCK 4, A DISTANCE OF 648.45 FEET; THENCE S.00°40'49"E., ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 1325.46 FEET; THENCE N.89°17'09"E., ALONG THE SOUTH LINE OF LOT 4, SAID BLOCK 4, A DISTANCE OF 325.53 FEET; THENCE N.00°44'14"W., ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1108.58 FEET; THENCE DEPARTING SAID EAST LINE, RUN S.89°26'32"W., A DISTANCE OF 159.50 FEET; THENCE N.00°44'25"W., A DISTANCE OF 72.00 FEET; THENCE N.89°26'32"E., A DISTANCE OF 159.50 FEET; THENCE N.00°44'14"W., ALONG THE EAST LINE OF LOT 4, SAID BLOCK 4 AND LOT 13, BLOCK 1, SAID THE FLORIDA

HOMELAND COMPANY SUBDIVISION, A DISTANCE OF 1121.41 FEET; THENCE DEPARTING SAID EAST LINE, RUN S.89°28'17"W., A DISTANCE OF 150.00 FEET; THENCE N.00°44'14"W., A DISTANCE OF 144.00 FEET; THENCE N.89°28'17"E., A DISTANCE OF 150.00 FEET; THENCE N.00°44'14"W., ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 231.00 FEET; THENCE S.89°28'17"W., ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 163.88 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S.00°40'51"E., A DISTANCE OF 144.00 FEET; THENCE S.89°28'18"W., A DISTANCE OF 159.00 FEET; THENCE S.00°40'51"E., ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 159.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN S.89°28'18"W., A DISTANCE OF 161.59 FEET; THENCE N.00°39'09"W., A DISTANCE OF 72.00 FEET; THENCE S.89°28'18"W., A DISTANCE OF 161.56 FEET; THENCE S.00°37'27"E., ALONG THE WEST LINE OF LOT 12, SAID BLOCK 1, A DISTANCE OF 288.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN S.89°28'18"W., A DISTANCE OF 323.39 FEET; THENCE S.00°34'01"E., ALONG THE WEST LINE OF LOT 11, SAID BLOCK 1, A DISTANCE OF 443.90 FEET; THENCE DEPARTING SAID WEST LINE, RUN N.89°26'32"E., A DISTANCE OF 161.92 FEET; THENCE S.00°35'44"E., A DISTANCE OF 360.00 FEET; THENCE S.89°26'32"W., ALONG THE SOUTH LINE OF SAID LOT 11, AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 3344.00 FEET; THENCE N.00°51'35"W., ALONG THE EAST RIGHT OF WAY LINE OF SAID PELL ROAD, A DISTANCE OF 2664.12 FEET; THENCE N.00°35'21"W., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N.89°30'05"E., ALONG THE SOUTH LINE OF LOT 10, BLOCK 3, SAID THE FLORIDA HOMELAND COMPANY SUBDIVISION, A DISTANCE OF 623.13 FEET; THENCE N.00°32'27"W., ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 679.03 FEET; THENCE S.89°32'56"W., ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 623.71 FEET; THENCE N.00°35'21"W., ALONG THE EAST RIGHT OF WAY LINE OF SAID PELL ROAD, A DISTANCE OF 4896.87 FEET; THENCE N.00°16'47"W., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2635.06 FEET; THENCE N.00°27'14"W., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2664.46 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N.89°31'48"E., ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 31, TOWNSHIP 18 SOUTH, RANGE 33 EAST, A DISTANCE OF 2506.48 FEET; THENCE N.89°14'45"E., ALONG SAID OFFSET LINE, A DISTANCE OF 2639.57 FEET; THENCE N.00°32'50"W., ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 20.00 FEET; THENCE N.89°20'42"E., ALONG THE NORTH LINE OF SAID SECTION 32, TOWNSHIP 18 SOUTH, RANGE 33 EAST, A DISTANCE OF 2644.02 FEET; THENCE N.89°19'32"E., ALONG SAID NORTH LINE, A DISTANCE OF 2643.63 FEET; THENCE N.00°32'48"

W., ALONG THE WEST LINE OF SAID SECTION 28, TOWNSHIP 18 SOUTH, RANGE 33 EAST, A DISTANCE OF 2661.94 FEET; THENCE N.01°17'00"W., ALONG SAID WEST LINE, A DISTANCE OF 2653.26 FEET; THENCE N.89°25'34"E., ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 5328.95 FEET; THENCE N.88°47'55"E., ALONG THE NORTH LINE OF SAID SECTION 27, TOWNSHIP 18 SOUTH, RANGE 33 EAST, A DISTANCE OF 2625.74 FEET; THENCE N.00°07'47"W., ALONG THE WEST LINE OF THE EAST ½ OF SAID SECTION 22, TOWNSHIP 18 SOUTH, RANGE 33 EAST, A DISTANCE OF 5282.93 FEET; THENCE N.00°28'00"W., ALONG THE WEST LINE OF THE EAST ½ OF SAID SECTION 15, TOWNSHIP 18 SOUTH, RANGE 33 EAST, A DISTANCE OF 5317.13 FEET; THENCE S.88°57'39"W., ALONG THE SOUTH LINE OF SAID SECTION 10, TOWNSHIP 18 SOUTH, RANGE 33 EAST, A DISTANCE OF 2667.85 FEET; THENCE N.00°24'16"W., ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 5338.90 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

SECTION 37, TOWNSHIP 21 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 37, AS THE POINT OF BEGINNING, RUN S.00°44'05"E., ALONG THE EAST LINE OF SAID SECTION 37, A DISTANCE OF 2705.45 FEET; THENCE S.78°54'18"W., ALONG THE SOUTH LINE OF SAID SECTION 37, A DISTANCE OF 3990.70 FEET; THENCE N.08°52'58"W., ALONG THE WEST LINE OF SAID SECTION 37, A DISTANCE OF 3440.28 FEET; THENCE N.89°02'14"E., ALONG THE NORTH LINE OF SAID SECTION 37, A DISTANCE OF 4413.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS

EXCEPTION NO. 1

A PART OF SECTION 3, TOWNSHIP 18 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 3, RUN N.89°01'41"E., ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 4619.16 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN N.00°20'09"W., A DISTANCE OF 330.00 FEET; THENCE N.89°01'41"E., A DISTANCE OF 660.00 FEET; THENCE S.00°20'09"E., ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 330.00 FEET; THENCE S.89°01'41"W., ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

EXCEPTION NO. 2

A PART OF AN UN-NUMBERED LOT IN FARMTON, FLORIDA, AS RECORDED IN MAP BOOK 5, PAGE 44, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, RUN N. 89°21'35"E., ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 1586.56 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S.00°38'25"E., A DISTANCE OF 247.27 FEET TO THE POINT OF BEGINNING; THENCE S.00°51'37"E., A DISTANCE OF 100.00 FEET; THENCE N.89°49'16"W., A DISTANCE OF 50.00 FEET; THENCE N.00°51'37"W., ALONG THE EAST RIGHT OF WAY OF SEVENTH STREET, A 60 FOOT RIGHT OF WAY, A DISTANCE OF 100.0 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY, RUN S.89°49'16"E., A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LOTS 16, 17 AND 18, BLOCK 6, FARMTON, FLORIDA, AS RECORDED IN MAP BOOK 5, PAGE 44, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 38, 39 AND 40, BLOCK 7, FARMTON, FLORIDA, AS RECORDED IN MAP BOOK 5, PAGE 44, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 14, BLOCK 14, FARMTON, FLORIDA, AS RECORDED IN MAP BOOK 5, PAGE 44, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 1 AND 2, BLOCK 16, FARMTON, FLORIDA, AS RECORDED IN MAP BOOK 5, PAGE 44, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 4, BLOCK 26, FARMTON, FLORIDA, AS RECORDED IN MAP BOOK 5, PAGE 44, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 15, BLOCK 27, FARMTON, FLORIDA, AS RECORDED IN MAP BOOK 5, PAGE 44, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTION NO. 3

LOT 14, BLOCK 4, THE FLORIDA HOMELAND COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, RUN N.00°31'38"W., ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 1328.06 FEET; THENCE DEPARTING SAID EAST LINE, RUN S.89°08'48"W., A DISTANCE OF 661.36 FEET TO THE POINT OF BEGINNING; THENCE S.00°34'30"E., ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 1307.17 FEET; THENCE S.89°03'01"W., ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 330.14 FEET; THENCE N.00°35'56"W., ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 1309.72 FEET; THENCE N.89°08'48"E., ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 330.68 FEET TO THE POINT OF BEGINNING.

EXCEPTION NO. 4

LOTS 1 THROUGH 8, BLOCK 1, THE FLORIDA HOMELAND COMPANY SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGE 106 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN S.88°58'21"W., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2640.30 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S.00°23'46"E., A DISTANCE OF 1322.07 FEET; THENCE N.88°49'19"E., A DISTANCE OF 2644.80 FEET; THENCE N.00°35'19"W., ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 1315.07 FEET TO THE POINT OF BEGINNING.

EXCEPTION NO. 5

A PART OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 21, RUN S.01°38'18"E., ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 1332.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.01°38'18"E., ALONG SAID EAST LINE, A DISTANCE OF 1332.77 FEET; THENCE DEPARTING SAID EAST LINE, RUN S.89°12'21"W., A DISTANCE OF 1322.23 FEET; THENCE N.01°38'54"W., A DISTANCE OF 266.47 FEET; THENCE S.88°45'38"W., A DISTANCE OF 495.81 FEET; THENCE N.01°39'08"W., A DISTANCE OF 1056.03 FEET; THENCE N.88°45'38"E., A DISTANCE OF 1818.24 FEET TO THE POINT OF BEGINNING.

EXCEPTION NO. 6

A PART OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 23, RUN S.88°11'09"W., ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 2780.32 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S.00°56'58"E., A DISTANCE OF 1085.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°56'58"E., A DISTANCE OF 681.07 FEET; THENCE N.89°05'01"E., A DISTANCE OF 1001.22 FEET; THENCE N.89°06'09"E., A DISTANCE OF 300.03 FEET; THENCE S.01°55'57"E., A DISTANCE OF 439.89 FEET; THENCE S.01°56'44"E., A DISTANCE OF 906.89 FEET; THENCE S.89°04'18"W., A DISTANCE OF 1113.72 FEET; THENCE S.88°58'55"W., A DISTANCE OF 210.24 FEET; THENCE S.89°03'22"W., A DISTANCE OF 1368.56 FEET; THENCE N.00°30'21"W., A DISTANCE OF 1351.23 FEET; THENCE N.89°02'05"E., A DISTANCE OF 566.61 FEET; THENCE N.01°03'27"W., A DISTANCE OF 676.51 FEET; THENCE N.89°01'31"E., A DISTANCE OF 792.16 FEET TO THE POINT OF BEGINNING.

EXCEPTION NO. 7

A PART OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 30, RUN N.88°38'58"E., ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 2325.54 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S.00°29'58"E., A DISTANCE OF 1326.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°29'58"E., A DISTANCE OF 971.19 FEET TO THE APPROXIMATE NORTH LINE OF THE MAINTAINED LIMITS OF MAYTOWN ROAD; THENCE RUN ALONG SAID NORTH LINE THE FOLLOWING COURSES AND DISTANCES: S.60°50'17"W., A DISTANCE OF 23.44 FEET; THENCE S.62°08'15"W., A DISTANCE OF 13.51 FEET; THENCE S.65°22'54"W., A DISTANCE OF 97.90 FEET; THENCE S.65°14'29"W., A DISTANCE OF 100.78 FEET; THENCE S.65°10'43"W., A DISTANCE OF 99.18 FEET; THENCE S.65°11'19"W., A DISTANCE OF 101.03 FEET; THENCE S.64°13'44"W., A DISTANCE OF 100.23 FEET; THENCE S.63°37'08"W., A DISTANCE OF 100.05 FEET; THENCE S.65°25'48"W., A DISTANCE OF 99.13 FEET; THENCE S.64°59'58"W., A DISTANCE OF 100.01 FEET; THENCE S.66°00'09"W., A DISTANCE OF 10.72 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N.00°38'53"W., A DISTANCE OF 1315.32 FEET; THENCE N.88°46'16"E., A DISTANCE OF 771.72 FEET TO THE POINT OF BEGINNING.

EXCEPTION NO. 8

A PART OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

FROM THE NORTHWEST CORNER OF SAID SECTION 30, RUN N.88°38'58"E., ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 2325.54 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S.00°29'58"E., A DISTANCE OF 2483.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°29'58"E.,

A DISTANCE OF 170.55 FEET; THENCE S.88°53'38"W., A DISTANCE OF 364.92 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6182, PAGE 1994 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: N.61°42'29"E., A DISTANCE OF 161.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1858.83 FEET, A CENTRAL ANGLE OF 07°29'26", A CHORD BEARING OF N.65°27'03"E., AND A CHORD DISTANCE OF 242.84 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 243.01 FEET TO THE POINT OF BEGINNING.

EXCEPTION NO. 9

A PART OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 30, RUNS 89°08'28"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 1324.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°08'28"W., ALONG SAID SOUTH LINE, A DISTANCE OF 937.17 FEET TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6182, PAGE 1994 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: N.39°55'34"W., A DISTANCE OF 607.41 FEET; THENCE N.00°21'04"W., A DISTANCE OF 78.48 FEET; THENCE N.39°55'34"W., A DISTANCE OF 471.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5829.65 FEET, A CENTRAL ANGLE OF 05°25'05", A CHORD BEARING OF N.42°38'07"W., AND A CHORD DISTANCE OF 551.07 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 551.27 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N.89°01'06"E., A DISTANCE OF 1994.48 FEET; THENCE S.00°22'59"E., A DISTANCE OF 1331.25 FEET TO THE POINT OF BEGINNING.

EXCEPTION NO. 10

A PART OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

FROM THE SOUTHEAST CORNER OF SAID SECTION 30, RUNS 89°08'28"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2390.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°08'28"W., A DISTANCE OF 258.18 FEET; THENCE N.00°21'04"W., A DISTANCE OF 314.64 FEET TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL AS DESCRIBED IN OFFICIAL RECORDS BOOK 6182, PAGE 1994 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S.39°55'34"E., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 405.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 52,240.415 ACRES, MORE OR LESS.

LAND IN BREVARD COUNTY, FLORIDA:

SECTIONS 4, 5, 6, 7, 8, A PART OF SECTION 9, SECTIONS 15, 16, 17, 18, 19, 20, 21, AND 42, TOWNSHIP 20 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

TOGETHER WITH

SECTION 37, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA.

TOGETHER WITH

A PART OF THE WISCONSIN FLORIDA FRUIT LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 43, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH

A PART OF LOTS 3, 5 AND 6, PABLO FONTAINE GRANT, AS RECORDED IN DEED BOOK D, PAGE 525 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 6, AS THE POINT OF BEGINNING, RUN N.89°01'51"E., ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 5623.75 FEET; THENCE N.89°03'20"E., ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 5412.49 FEET; THENCE N.89°03'20"E., ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 3099.33 FEET; THENCE S.11°54'09"E., ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 5680.76 FEET; THENCE S.89°32'42"W., ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 3172.78 FEET TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5838, PAGE 949 OF

THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S.39°55'34"E., A DISTANCE OF 3846.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5779.97 FEET, A CENTRAL ANGLE OF 12°13'18", A CHORD BEARING OF S.46°02'13"E., AND A CHORD DISTANCE OF 1230.57 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1232.91 FEET; THENCE S.52°08'52"E., A DISTANCE OF 752.99 FEET; THENCE S.10°15'13"E., A DISTANCE OF 74.88 FEET; THENCE S.52°08'52"E., A DISTANCE OF 768.74 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN N.37°51'08"E., A DISTANCE OF 200.00 FEET TO THE EAST RIGHT OF WAY LINE OF SAID FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N.78°47'48"E., A DISTANCE OF 787.00 FEET; THENCE N.11°13'33"W., A DISTANCE OF 411.40 FEET TO THE SOUTH LINE OF TRACT 20, LOT 3, SAID WISCONSIN FLORIDA FRUIT LAND COMPANY SUBDIVISION; THENCE N.78°47'48"E., ALONG SAID SOUTH LINE, A DISTANCE OF 7.49 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N.11°13'33"W., A DISTANCE OF 358.60 FEET TO THE NORTH LINE OF SAID TRACT 20; THENCE N.78°47'48"E., ALONG SAID NORTH LINE, A DISTANCE OF 281.51 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S.11°13'33"E., A DISTANCE OF 358.60 FEET; THENCE N.78°47'48"E., ALONG THE SOUTH LINE OF SAID TRACT 20, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 593.02 FEET; THENCE N.11°13'33"W., ALONG THE WEST LINE OF TRACT 19, LOT 4, SAID WISCONSIN FLORIDA FRUIT LAND COMPANY SUBDIVISION A DISTANCE OF 358.61 FEET; THENCE N.78°46'27"E., ALONG THE NORTH LINE OF SAID TRACT 19 AND THE EASTERLY EXTENSION THEREOF A DISTANCE OF 2732.89 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2827.00 FEET, A CENTRAL ANGLE OF 18°15'36", A CHORD BEARING OF N.55°04'18"E., AND A CHORD DISTANCE OF 897.15 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 900.96 FEET; THENCE N.13°57'49"W., A DISTANCE OF 622.94 FEET; THENCE N.76°02'11"E., A DISTANCE OF 660.00 FEET; THENCE N.13°57'49"W., A DISTANCE OF 660.00 FEET; THENCE N.76°02'11"E., A DISTANCE OF 1197.71 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD NO. 9) A VARIABLE WIDTH RIGHT OF WAY; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S.60°56'45"E., A DISTANCE OF 774.37 FEET; THENCE S.20°13'31"W., A DISTANCE OF 223.71 FEET; THENCE S.46°46'41"W., A DISTANCE OF 99.90 FEET; THENCE S.43°13'19"E., A DISTANCE OF 200.00 FEET; THENCE N.46°46'41"E., A DISTANCE OF 99.90 FEET; THENCE S.80°07'53"E., A DISTANCE OF 125.07 FEET; THENCE S.27°55'01"E., A DISTANCE OF 470.63 FEET; THENCE

DEPARTING SAID WEST RIGHT OF WAY LINE, RUN S.72°14'16"W., A DISTANCE OF 623.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00". A CHORD BEARING OF N.62°45'44"W., AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET; THENCE N.17°45'44"W., ALONG THE EAST RIGHT OF WAY LINE OF JABEZ ROAD, AN 80 FOOT RIGHT OF WAY AS SHOWN ON ROAD PLAT BOOK 1, PAGE 2, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 280.00 FEET; THENCE S.46°46'41"W., ALONG THE SOUTH RIGHT OF WAY LINE OF STUCKWAY ROAD, AS SHOWN ON SAID ROAD PLAT BOOK 1, PAGE 2, A DISTANCE OF 88.67 FEET; THENCE N.43°14'51"W., ALONG THE WEST RIGHT OF WAY LINE OF SAID STUCKWAY ROAD, A DISTANCE OF 99.89 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN S.46°46'11"W., A DISTANCE OF 225.78 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 4075.00 FEET, A CENTRAL ANGLE OF 07°32'43". A CHORD BEARING OF S.67°23'35"W., AND A CHORD DISTANCE OF 536.24 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 536.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2552.00 FEET, A CENTRAL ANGLE OF 35°30'01". A CHORD BEARING OF S.53°24'56"W., AND A CHORD DISTANCE OF 1556.03 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1581.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3731.00 FEET, A CENTRAL ANGLE OF 17°34'22". A CHORD BEARING OF S.44°27'06"W., AND A CHORD DISTANCE OF 1139.83 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1144.31 FEET; THENCE S.78°46'27"W., ALONG THE SOUTH LINE OF TRACT 24, LOT 4, SAID WISCONSIN FLORIDA FRUIT LAND COMPANY SUBDIVISION, A DISTANCE OF 182.60 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3656.00 FEET, A CENTRAL ANGLE OF 00°48'39". A CHORD BEARING OF S.56°13'36"W., AND A CHORD DISTANCE OF 51.73 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 51.73 FEET; THENCE S.25°12'07"W., A DISTANCE OF 453.84 FEET; THENCE S.78°46'27"W., ALONG THE SOUTH LINE OF TRACT 26, LOT 4, SAID WISCONSIN FLORIDA FRUIT LAND COMPANY SUBDIVISION, A DISTANCE OF 1095.41 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S.78°47'48"W., A DISTANCE OF 289.01 FEET; THENCE S.11°13'33"E., A DISTANCE OF 385.00 FEET; THENCE S.78°47'48"W., A DISTANCE OF 363.42 FEET TO THE EAST RIGHT OF WAY LINE OF SAID FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN S.37°51'08"W., A DISTANCE OF 200.00 FEET TO THE WEST RIGHT OF WAY

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

LINE OF SAID FLORIDA EAST CENTRAL REGIONAL RAIL TRAIL; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCE: S.52°08'52"E., A DISTANCE OF 2493.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2765.08 FEET, A CENTRAL ANGLE OF 27°56'49". A CHORD BEARING OF S.38°10'27"E., AND A CHORD DISTANCE OF 1335.38 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1348.71 FEET; THENCE S.24°12'03"E., A DISTANCE OF 1275.04 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN S.78°50'28"W., ALONG THE SOUTH LINE OF SAID LOT 5, PABLO FONTAINE GRANT AND THE SOUTH LINE OF SAID SECTIONS 15, 16 AND 21, A DISTANCE OF 7857.48 FEET; THENCE S.17°07'37"E., ALONG THE WEST RIGHT OF WAY LINE OF A 40 FOOT UN-NAMED ROAD ADJACENT TO THE WEST LINE OF SECTION 5 OF INDIAN RIVER PARK, A SUBDIVISION RECORDED IN MAP BOOK 2, PAGE 33, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 4960.58 FEET; THENCE S.78°54'29"W., ALONG THE NORTH RIGHT OF WAY LINE OF A 30 FOOT UN-NAMED ROAD ADJACENT TO THE NORTH LINE OF LOT 1, BLOCK 1, SECTION 13, SAID INDIAN RIVER PARK, A DISTANCE OF 639.82 FEET; THENCE S.16°49'23"E., ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1, AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 681.19 FEET; THENCE N.78°54'29"E., ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 639.94 FEET; THENCE S.16°49'23"E., ALONG THE WEST RIGHT OF WAY LINE OF A 40 FOOT UN-NAMED ROAD ADJACENT TO THE WEST LINE OF SECTION 14 OF SAID INDIAN RIVER PARK, A DISTANCE OF 646.01 FEET; THENCE S.78°54'29"W., ALONG THE NORTH RIGHT OF WAY LINE OF A 30 FOOT UN-NAMED ROAD ADJACENT TO THE NORTH LINE OF LOTS 1 AND 2, BLOCK 4, SAID SECTION 13 OF INDIAN RIVER PARK, A DISTANCE OF 1299.95 FEET; THENCE S.16°49'27"E., ALONG THE WEST LINE OF LOTS 2 AND 7, BLOCK 4, SAID SECTION 13, AND THE NORTHERLY AND SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1336.73 FEET; THENCE S.17°01'13"E., ALONG THE WEST LINE OF LOTS 2 AND 7, BLOCK 5, SAID SECTION 13, AND LOTS 2 AND 7, BLOCK 8, SAID SECTION 13, AND THE NORTHERLY AND SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 2638.61 FEET; THENCE S.16°54'12"E., ALONG THE WEST LINE OF LOTS 2 AND 7, BLOCK 1, SECTION 24 OF SAID INDIAN RIVER PARK, LOT 2, BLOCK 4, SAID SECTION 24, AND THE NORTHERLY AND SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1978.54 FEET; THENCE N.78°54'29"E., ALONG THE SOUTH LINE OF LOTS 1 AND 2, BLOCK 4, SAID SECTION 24, A DISTANCE OF 1299.97 FEET; THENCE S.16°54'12"E., ALONG THE WEST RIGHT OF WAY LINE OF A 40 FOOT UN-NAMED ROAD ADJACENT TO THE WEST LINE OF LOT 5, BLOCK 3, SECTION 23 OF SAID INDIAN RIVER PARK, A DISTANCE OF 647.24 FEET;

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

THENCE S.78°54'29"W., ALONG THE NORTH RIGHT OF WAY LINE OF A 30 FOOT UN-NAMED ROAD ADJACENT TO THE NORTH LINE OF LOTS 1 AND 2, BLOCK 5, SAID SECTION 24, A DISTANCE OF 1299.95 FEET; THENCE S.16°50'34"E., ALONG THE WEST LINE OF LOTS 2 AND 7, BLOCK 5, SAID SECTION 24, AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1319.91 FEET; THENCE S.78°54'23"W., ALONG THE NORTH RIGHT OF WAY LINE OF A 30 FOOT UN-NAMED ROAD ADJACENT TO THE NORTH LINE OF LOTS 3 AND 4, BLOCK 8, SAID SECTION 24, A DISTANCE OF 1319.08 FEET; THENCE S.16°53'42"E., ALONG THE CENTERLINE OF A VACATED 30 FOOT UN-NAMED ROAD ADJACENT TO THE WEST LINE OF LOT 4, BLOCK 8, SAID SECTION 24, A DISTANCE OF 675.25 FEET; THENCE N.78°47'52"E., ALONG THE SOUTH LINE OF LOTS 1, 2, 3, AND 4, BLOCK 8, SAID SECTION 24, A DISTANCE OF 2619.74 FEET; THENCE S.16°53'42"E., ALONG THE WEST RIGHT OF WAY LINE OF A 40 FOOT UN-NAMED ROAD ADJACENT TO THE WEST LINE OF LOT 5, BLOCK 7, SAID SECTION 23, A DISTANCE OF 660.04 FEET; THENCE S.78°54'23"W., ALONG THE SOUTH LINE OF SAID SECTION 42, TOWNSHIP 20 SOUTH, RANGE 34 EAST, A DISTANCE OF 2621.35 FEET; THENCE S.78°51'19"W., ALONG THE SOUTH LINE OF SAID SECTION 42, AND THE SOUTH LINE OF SAID SECTION 37, TOWNSHIP 21 SOUTH, RANGE 34 EAST, A DISTANCE OF 2644.18 FEET; THENCE S.78°54'18"W., ALONG SAID SOUTH LINE, A DISTANCE OF 12476.74 FEET; THENCE N.00°44'05"W., ALONG THE WEST LINE OF SAID SECTION 37, TOWNSHIP 21 SOUTH, RANGE 34 EAST, A DISTANCE OF 2705.45 FEET; THENCE N.01°11'54"W., ALONG THE WEST LINE OF SAID SECTION 42, A DISTANCE OF 10597.53 FEET; THENCE N.00°53'46"W., ALONG THE WEST LINE OF SAID SECTION 42, A DISTANCE OF 2407.41 FEET; THENCE N.00°53'46"W., ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 239.56 FEET; THENCE N.01°13'54"W., ALONG SAID WEST LINE, A DISTANCE OF 2646.95 FEET; THENCE N.01°16'36"W., ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 5294.30 FEET; THENCE N.01°03'19"W., ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 5293.89 FEET; THENCE N.00°47'08"W., ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 5460.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,894.585 ACRES, MORE OR LESS.

CONTAINING A TOTAL AREA OF 64,135.00 ACRES, PLUS OR MINUS.

Being subject to any rights-of-way, restrictions, and easements of record.

**DEERING PARK
STEWARDSHIP DISTRICT**

4

RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Deering Park Stewardship District ("**District**"), prior to July 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT:

SECTION 1. APPROVAL OF PROPOSED BUDGET. The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: 2:00 p.m.

LOCATION: Storch Law Firm
420 S. Nova Road
Daytona Beach, Florida 32114

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Edgewater, Brevard County and Volusia County at least 60 days prior to the hearing set above.

SECTION 4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

SECTION 5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th of May, 2025.

Attest:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**DEERING PARK
STEWARDSHIP DISTRICT
FISCAL YEAR 2026
PROPOSED BUDGET**

**DEERING PARK
STEWARDSHIP DISTRICT
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**DEERING PARK
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY2025	Actual through 2/28/25	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY2026
REVENUES					
Landowner contributions	\$176,508	\$ 21,393	\$112,292	\$ 133,685	\$ 346,508
Total revenues	176,508	21,393	112,292	133,685	346,508
EXPENDITURES					
Professional & administration					
Supervisors	12,918	646	6,450	7,096	12,918
Management/accounting/recording ²	48,000	10,000	24,000	34,000	48,000
Legal	30,000	2,977	27,023	30,000	30,000
Engineering	3,500	1,015	2,485	3,500	3,500
Audit	3,075	-	3,075	3,075	3,075
Arbitrage rebate calculation ¹	750	-	350	350	750
Dissemination agent ¹	1,000	-	500	500	1,000
Trustee ¹	6,500	-	-	-	6,500
EMMA software service ¹	1,500	-	750	750	1,500
Debt service fund accounting: master bonds ¹	7,500	-	7,500	7,500	7,500
Postage	500	43	457	500	500
Printing and binding	500	208	292	500	500
Legal advertising	6,500	2,705	3,795	6,500	6,500
Annual district filing fee	175	175	-	175	175
Insurance - GL, POL	6,200	5,814	386	6,200	6,200
Miscellaneous- bank charges	675	453	222	675	675
Website:					
Hosting & updates	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total professional & admin	130,208	24,741	77,495	\$102,236	\$130,208
Field operations					
Field operations management	-	-	-	-	25,000
Stormwater management					
Conservation area maintenance	-	-	-	-	10,000
Wetland monitoring and reporting	-	-	-	-	10,000
Pond maintenance	14,000	-	5,000	5,000	12,000
Pond erosion repairs	-	-	-	-	2,500
Fountain maintenance	800	-	400	400	800
Landscape maintenance					
Landscape & irrigation maintenance	25,000	-	25,000	25,000	60,000
Nuisance and exotic control	-	-	-	-	10,000
Plant replacement	-	-	-	-	5,000
Irrigation repairs	-	-	-	-	3,000
Irrigation water	-	-	-	-	5,000
Unimproved area mowing	-	-	-	-	10,000
Arbor care	-	-	-	-	5,000
Entry monuments and features					
Monument electricity	-	-	-	-	2,000
Pressure washing/maintenace	-	-	-	-	1,000
Parks and trails					
Pressure washing	2,500	-	2,500	2,500	-
Parks and trails services	-	-	-	-	5,000
Utilities	-	-	-	-	7,000
Insurance	-	-	-	-	25,000
Repairs and maintenance	-	-	-	-	3,000
Miscellaneous					
Streetlighting	-	-	-	-	6,000
Electricity	4,000	-	4,000	4,000	4,000
Contingency	-	-	-	-	5,000
Total field operations	31,500	-	31,500	31,500	216,300
Total expenditures	161,708	24,741	108,995	133,736	346,508
Net increase/(decrease) of fund balance	14,800	(3,348)	3,297	(51)	-
Fund balance - beginning (unaudited)	-	51	(3,297)	51	-
Fund balance - ending (projected):					

**DEERING PARK
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY2025	Actual through 2/28/25	Projected through 9/30/2025	Total Actual & Projected	Budget FY2026
Assigned:					
3 months working capital	-	-	-	-	-
Disaster recovery	-	-	-	-	-
Unassigned	14,800	(3,297)	-	-	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (3,297)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

¹These items will be realized when bonds are issued.

²The \$2k monthly fee represents the charge for a semi-dormant District. Once bonds are issued this fee will revert to \$4k per month.

**DEERING PARK
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administration

Supervisors	\$ 12,918
Supervisors pay is statutorily set at \$200 , per Supervisor, (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800, per Supervisor, for each fiscal year. It is anticipated the Board will meet 9 times a year.	
Management/recording/accounting ²	48,000
Wrathell, Hunt and Associates, LLC specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the District.	
Legal	30,000
Kutak Rock, LLP will provide legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	3,500
The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	3,075
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Arbitrage rebate calculation	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent ¹	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.	
Trustee (related to master bonds)	6,500
Annual fees paid for services provided as trustee, paying agent and registrar.	
EMMA software service	1,500
Debt service fund accounting: master bonds ¹	7,500
Postage	500
Mailing agenda packages, overnight deliveries, correspondence, etc.	
Printing and binding	500
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance - GL, POL	6,200
Miscellaneous- bank charges	675

**DEERING PARK
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Hosting & updates	705
ADA compliance	210
Field operations	
Field operations management	25,000
Stormwater management	
Conservation area maintenance	10,000
Wetland monitoring and reporting	10,000
Pond maintenance	12,000
Pond erosion repairs	2,500
Fountain maintenance	800
Landscape & irrigation maintenance	60,000
Nuisance and exotic control	10,000
Plant replacement	5,000
Irrigation repairs	3,000
Irrigation water	5,000
Unimproved area mowing	10,000
Arbor care	5,000
Monument electricity	2,000
Pressure washing/maintenace	1,000
Parks and trails services	5,000
Utilities	7,000
Insurance	25,000
Repairs and maintenance	3,000
Streetlighting	6,000
Electricity	4,000
Contingency	5,000
Field operations - Edgewater Wetland Park	
Miscellaneous	-
Field operations - SR 442/I-95	
Miscellaneous	-
Field operations - Deering Trail	
Miscellaneous	-
Total field operations	<u>216,300</u>
Total expenditures	<u>\$ 346,508</u>

¹These items will be realized when bonds are issued.

²The \$2k monthly fee represents the charge for a semi-dormant SD. Once bonds are issued this fee will revert back to \$4k per month.

**DEERING PARK
STEWARDSHIP DISTRICT
SPECIAL REVENUE FUND - AMENITY CENTERS
SPECIAL REVENUE FUND BUDGET**

	Proposed FY 2026 Budget
REVENUES	
Assessment levy: gross	\$ -
Allowable discounts (4%)	-
Assessment levy: net	-
Landowner contributions: AV Homes	\$ -
Landowner contributions: Other	-
Total revenues	-
EXPENDITURES	
Amenity Centers	
Amenity Management	
Pool maintenance	
Gym equipment repairs	
General repairs and maintenance	
Electricity	
Property insurance	
Cable/internet	
Water/sewer	
Janitorial	
Security Amenity Center	
Pest Control	
Permits/Licenses	
Supplies	
Total amenity centers operations	
Other fees and charges	
Tax collector	-
Property appraiser	-
Total other fees & charges	-
Total expenditures	-
Net increase/(decrease) of fund balance	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected):	
Assigned:	
3 months working capital	-
Disaster recovery	-
Unassigned	-
Fund balance - ending (projected)	\$ -

**DEERING PARK
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administration

Amenity Management	\$	-
Pool maintenance		-
Gym equipment repairs		-
General repairs and maintenance		-
Electricity		-
Property insurance		-
Cable/internet		-
Water/sewer		-
Janitorial		-
Security Amenity Center		-
Pest Control		-
Permits/Licenses		-
Supplies		-
Copier lease		-
Repairs & maintenance		-
General		-
Electrical		-
Fountains		-
Grounds		-
Irrigation		-
Plant tree replacement		-
Road repair		-
Sidewalk/paver repair		-
Signage		-
Golf cart		-
Holiday lighting		-
Contingency		-
Office supplies		-
Total amenity centers operations		-
Other fees and charges		-
Tax collector		-
Property appraiser		-
Total expenditures	\$	-

**DEERING PARK
STEWARDSHIP DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Landowner Contribution (GF)

Deering Park North

Product/Parcel	Units	FY 2026 O&M Contribution per Unit	FY 2026 SRF Contribution per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Contribution and Assessment per Unit	FY 2025 Total Assessment per Unit
Townhome	73	\$ 295.12	\$ -	\$ -	\$ 295.12	n/a
SF 35'	25	332.01	-	-	332.01	n/a
SF-40'	55	350.46	-	-	350.46	n/a
SF-45'	38	357.83	-	-	357.83	n/a
SF-50'	103	368.90	-	-	368.90	n/a
SF-60'	53	394.72	-	-	394.72	n/a
Total	347					

Landowner Contribution (GF)

Deering Park Center

Product/Parcel	Units	FY 2026 O&M Contribution per Unit	FY 2026 SRF Contribution per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Contribution and Assessment per Unit	FY 2025 Total Assessment per Unit
Townhome	258	\$ 295.12	\$ -	\$ -	\$ 295.12	n/a
SF-50'	101	368.90	-	-	368.90	n/a
SF-55'	75	379.97	-	-	379.97	n/a
SF-60'	74	394.72	-	-	394.72	n/a
SF-40' Age Restricted	32	320.94	-	-	320.94	n/a
SF-50' Age Restricted	89	332.01	-	-	332.01	n/a
SF-60' Age Restricted	38	339.39	-	-	339.39	n/a
SF-70' Age Restricted	3	350.46	-	-	350.46	n/a
Total	670					

1,017

**DEERING PARK
STEWARDSHIP DISTRICT**

5

RESOLUTION 2025-13

**A RESOLUTION OF THE DEERING PARK STEWARDSHIP DISTRICT
DESIGNATING DATES, TIMES AND LOCATION FOR REGULAR
MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR
FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Deering Park Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2020-197, Laws of Florida (“Act”) and Chapter 189, *Florida Statutes*, being situated entirely within the City of Edgewater, Brevard County and Volusia County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT:**

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2025/2026 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with the City of Edgewater, Brevard County, Volusia County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of May, 2025.

Attest:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

DEERING PARK STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2025	Regular Meeting	2:00 PM
November __, 2025*	Regular Meeting	2:00 PM
December 9, 2025	Regular Meeting	2:00 PM
January 13, 2026	Regular Meeting	2:00 PM
February 10, 2026	Regular Meeting	2:00 PM
March 10, 2026	Regular Meeting	2:00 PM
April 14, 2026	Regular Meeting	2:00 PM
May 12, 2026	Regular Meeting	2:00 PM
June 9, 2026	Regular Meeting	2:00 PM
July 14, 2026	Regular Meeting	2:00 PM
August 11, 2026	Regular Meeting	2:00 PM
September 8, 2026	Regular Meeting	2:00 PM

Exception(s)

**The November meeting date is on the Veterans Day holiday.*

**DEERING PARK
STEWARDSHIP DISTRICT**

6

RESOLUTION 2025-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DEERING PARK STEWARDSHIP, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Deering Park Stewardship desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DEERING PARK STEWARDSHIP THAT:

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2025.

ATTEST:

DEERING PARK STEWARDSHIP

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

DEERING PARK STEWARDSHIP

SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/13/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**DEERING PARK
STEWARDSHIP DISTRICT**

7

WORK AUTHORIZATION # 5

April 30, 2025

Deering Park Stewardship District
City of Edgewater, Brevard County and Volusia County, Florida

Subject: Work Authorization Number 5
Deering Park – SUNTRail Design

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. (“Engineering Professional”) is pleased to submit this work authorization to provide professional services for the Deering Park Stewardship District (“District”). We will provide these services pursuant to our current agreement dated June 1, 2023 (“Agreement”) as follows:

I. Scope of Work

The District hereby engages the services of Engineering Professional to perform the work described in **Exhibit A**, attached hereto.

II. Fees

The District will compensate Engineering Professional in accordance with the terms of the Agreement and **Exhibit B**.

This proposal, together with the Agreement, represents the entire understanding between the District and Engineering Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of Deering Park
Stewardship District

Date: _____

Matthew S Maggiore
Digitally signed by Matthew S
Maggiore
Date: 2025.04.30 20:32:40 -04'00'

Matt Maggiore, P.E.
Executive Vice President
England-Thims & Miller, Inc.

April 30, 2025

EXHIBIT A



SCOPE OF SERVICES

FOR

Financial Project ID: 454363-1-34-01

FDOT District 5

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

This Exhibit forms an integral part of the agreement between the Deering Park Stewardship District (hereinafter referred to as the DPSD or DISTRICT) and England-Thims & Miller, Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Financial Project ID: 454363-1-34-01

Related Financial Project ID(s): N/A

Federal Aid Project No.: N/A

Roadways: SUNTrail Phase 2 and Phase 3

Project Description: The Deering Park North Trail project is with the Deering Park Stewardship District (District). This SUNTrail project limits are from SR 442 at future Lily Hammock Rd., Edgewater, FL to SR 44 west of I-95, New Smyrna Beach, FL. Total length and mileage of project is about 7 miles. Phase 2 is 4.3 miles and Phase 3 is 2.65 miles.

Phase 2 & 3 of the trail will be designed to extend west of I-95 overpass, then turning north along the future Edgewater Wetland Park (just awarded DEP IRL Water Quality Improvement Grant) and then north to SR 44 in New Smyrna Beach while passing north through conservation easement areas within the Florida Wildlife Corridor.

Phase 2 and Phase 3 will be designed concurrently.

Bridge No(s).:

N/A – In areas where there is anticipated that a boardwalk or bridge may be needed, CONSULTANT will provide a typical section for the boardwalk or bridge to be engineered and designed by others as part of a future Design Build contract during the construction phase of the project.

Railroad Crossing No.: N/A

Context Classification:

- **C1-Natural**

1. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the DISTRICT in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

- Major work mix includes: N/A
- Major work groups include: N/A
- Minor work groups include: N/A

Known alternative contracting methods include:

- N/A

The general objective is for the CONSULTANT to prepare a set of Contract Documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements. These Contract Documents will be used by the contractor to build the project and test the project components. These Contract Documents will be used by the DISTRICT or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract Documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the FDOT Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this Contract, and also indicate which items of work will be the responsibility of the CONSULTANT and/or the DISTRICT.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the DISTRICT and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with DISTRICT procedures. CONSULTANTS are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The CONSULTANT shall provide qualified technical and professional personnel to perform to DISTRICT standards and procedures, the duties and responsibilities assigned under the terms of this Agreement. The CONSULTANT shall minimize to the maximum extent possible the DISTRICT's need to apply its own resources to assignments authorized by the DISTRICT.

The DISTRICT will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of Contract Documents, including Construction Documents. The DISTRICT's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The DISTRICT may provide job-specific information and/or functions as outlined in this contract.

2. PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. If a Preliminary Engineering Report is available from a prior or current Project Development and Environment (PD&E) study, the CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the DISTRICT.

This project will be phased with a planned 3 phase approach. Details of the initial phasing are noted below:

Phase 1: Approx. 0.32 miles from Cow Creek Rd to Old Dawson Ranch Rd (Scoped under a separate contract)

Phase 2: Approx. 4.3 miles from Old Dawson Ranch Rd. to the New Smyrna Beach/Edgewater City Line

Phase 3: Approx. 2.65 miles from Edgewater/New Smyrna Beach City Line to S.R. 44.

2.1 Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: CAP Level 1 is anticipated for both Design Phases

Other Agency Presentations/Meetings: FDOT D5, City of Edgewater, City of New Smyrna Beach, Volusia County, SJRWMD, FDEP, as necessary

Joint Project Agreements: N/A

Specification Package Preparation: N/A

Value Engineering: N/A

Risk Assessment Workshop: N/A

Plan Type: Plan submissions will include a 30% Submittal (Phase I Plans Submittal), 60% Submittal (Phase II Plans Submittal), 90% Submittal (Phase III Plans Submittal), Final Submittal (Phase IV Plans Submittal Roadway and Drainage plans

Typical Section: One Typical Section will be developed for the Shared use path connecting the SR 442 and I-95 interchange improvements north to connect to the existing trail on SR 44. In areas where there is anticipated that a boardwalk or bridge may be needed, CONSULTANT will provide a typical section for the boardwalk or bridge to be engineered and designed by others as part of a future Design Build contract during the construction phase of the project.

Pavement Designs: Structural Course followed by a base group and stabilized subgrade

Number of Pavement Designs: One Pavement Design anticipated for the shared use path

Pavement Type Selection Report(s): N/A

Cross-Slope Correction: N/A

Access Management Classification: N/A

Transit Route Features: N/A

Major Intersections and Interchanges: SR 442 at I-95 (SR9), Future Williamson Blvd. Extension.

Number of Major Intersections and Interchanges: 2

Roadway Alternative Analysis: N/A

Level of Temporary Traffic Control Plan (TTCP): The Consultant shall develop Level I Temporary Traffic Control (TTC) Plans

Temporary Lighting: N/A

Temporary Signals: N/A

Temporary Drainage: N/A

Design Variations/Exceptions:

- The CONSULTANT will avoid, to the extent possible, the need for Design Variations and Exceptions. If approval of Design Variations or Exceptions are required by FDOT for construction of the PROJECT, the effort shall be considered additional services. It is not currently anticipated that a Design Variation or Exception will be needed.

Sidewalk Profiles: N/A

Number of Sidewalk Profiles: N/A

2.2 Drainage (Activities 6a and 6b)

Drainage System Type:

The CONSULTANT shall develop the conceptual design of a stormwater management system and floodplain compensation sites as required to satisfy the regulations and criteria of the FDOT and permitting agencies.

The CONSULTANT will perform preliminary drainage analysis. This analysis will include, but not be limited to, developing drainage maps, determination of potential outfall locations, evaluating existing stormwater runoff conditions including roadside ditches, side drains and cross drains, and develop a preliminary water management system that meets both water quality and floodplain compensation requirements.

An assessment of floodplain encroachment will be included in the document. The CONSULTANT shall identify any historic maintenance problems involving drainage or flooding. Data collection shall include scour reports and other information where available. The history and past hydraulic performance should be noted for all drainage structures.

The CONSULTANT will coordinate with the FEMA SJRWMD, FDOT Maintenance and local agencies to obtain and evaluate hydraulic/hydrologic models of the existing control structures and to evaluate their consistency with regulated floodways.

The CONSULTANT will determine the risk and significance of any encroachment.

Flood Plain Impact Analysis: N/A

Conditional Letter of Map Revision (CLOMR): N/A

Bridge Hydraulics: N/A

2.3 Selective Clearing and Grubbing (Activity 6c)

Number of acres of Selective Clearing and Grubbing and/or Plant Preservation Area: N/A

2.4 Utilities Coordination (Activity 7)

The CONSULTANT is responsible for certifying that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with DISTRICT personnel to coordinate transmittals to utility companies and meet production schedules.

The CONSULTANT shall ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The CONSULTANT may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. The CONSULTANT shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the CONSULTANT proposal. The Utility Coordination Manager shall be required to satisfactorily demonstrate to the FDOT District Utilities Administrator that they have the following knowledge, skills, and expertise:

- A minimum of 4 years of experience performing utility coordination in accordance with FDOT, Federal Highway Administration (FHWA), and American Association of State Highway and Transportation Officials (AASHTO) standards, policies, and procedures.
- A thorough knowledge of the FDOT plans production process and District utility coordination process.
- A thorough knowledge of FDOT agreements, standards, policies, and procedures.

The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance to the FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
- Identifying and coordinating the completion of any FDOT or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
- Review and certify to the District Utilities Administrator that all Utility Work Schedules are correct and in accordance with the FDOT's standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

The CONSULTANT's utility coordination work shall be performed and directed by the Utility Coordination Manager that was identified and approved by FDOT's Project Manager. Any proposed change of the

approved Utility Coordination Manager shall be subject to review and approval by FDOT's Project Manager prior to any change being made in this contract.

Expected Utilities:

- Water, electric transmission and electric distribution (Utility owners to be verified during utility coordination process.)

2.5 Environmental Permits and Environmental Clearances (Activity 8)

The CONSULTANT will coordinate permitting requirements and environmental clearances with the WMD, FDEP, FWC, and USFWS and complete a Natural Resource Evaluation (NRE).

2.6 Structures (Activities 9 - 18): N/A

2.7 Signing and Pavement Markings (Activities 19 & 20): N/A

2.8 Signalization (Activities 21 & 22): N/A

2.9 Lighting (Activities 23 & 24): N/A

2.10 Landscape (Activities 25 & 26): N/A

2.11 Survey (Activity 27)

Design Survey:

Full topographic survey will be performed sufficient to cover the shared use path typical section and a minimum of 20 ft. past the tie in points on each side.

The following tasks will be performed:

- Establish horizontal and vertical control.
- Horizontal Control will be based on North American Datum of 1983 (NAD83), State Plane Coordinate System, Florida East Zone.
- Vertical Control will be based on North American Vertical Datum of 1988 (NAVD88).
- Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of field visit.
- Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
- Establish a minimum of two (2) site benchmarks.
- Topographic coverage will be limited to the area outlined in red on the attached Exhibit "B".

- Location, top elevation, pipe size and type, and pipe invert elevations for all inlets, storm and sanitary manholes, and control structures.
- Locate wetlands line as flagged by client's Environmental CONSULTANT if required.
- Locate soil borings as established by the client's Geotechnical consultant if required.

Subsurface Utility Exploration: Water main along Opposom Camp Rd., Electric along SR 44

Right of Way Survey: N/A

Vegetation Survey: N/A

2.12 Photogrammetry (Activity 28): N/A

2.13 Mapping (Activity 29)

Control Survey Map: Phase 2 and Phase 3 limits

Right of Way Map: N/A

Legal Descriptions: N/A

Maintenance Map: N/A

Miscellaneous Items: N/A

2.14 Terrestrial Mobile LiDAR (Activity 30): N/A

2.15 Architecture (Activity 31): N/A

2.16 Noise Barriers (Activity 32): N/A

2.17 Intelligent Transportation Systems (Activities 33 & 34): N/A

Interchanges: N/A

Traffic Data Collection: N/A

Geographical Information System (GIS) Requirements: N/A

2.18 Geotechnical

See activity 35 for detailed scope.

2.19 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for DISTRICT and CONSULTANT scheduled activities required to meet the current DISTRICT Production Date. The schedule shall be based upon the [TBD]. The current production date is [TBD]. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a [TBD] week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

All fees and price proposals are to be based on the negotiated schedule of [TBD] months for final construction contract documents. However, the contract deadline is [TBD] months from the Notice to Proceed.

Periodically, throughout the life of the contract, the project schedule and payout and fiscal progress curves shall be reviewed and, with the approval of the DISTRICT, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in an FDOT system-compatible format.

2.20 Submittals

The CONSULTANT shall furnish construction contract documents as required by the DISTRICT to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the DISTRICT. The DISTRICT will determine the specific number of copies required prior to each submittal.

2.21 Provisions for Work

The services performed by the CONSULTANT must comply with all applicable DISTRICT's manuals, procedures, policies, and guidelines. Specifically, the CONSULTANT must comply with FDOT's Project Development and Environmental (PD&E) Manual, FDOT Design Manual (FDM), Structures Manual, and Computer Aided Design and Drafting (CADD) Manual. The DISTRICT's manuals and guidelines incorporate, by requirement or reference, all applicable federal and state laws, regulations, and Executive Orders. The CONSULTANT will use the latest editions of the manuals, procedures, and guidelines to perform work for this project.

All work shall be prepared with English units (unless otherwise specified) in accordance with the latest editions of standards and requirements utilized by the DISTRICT.

3. PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 (Roadway Analysis) through 35 (Geotechnical). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to Phase II plans or completion of quantities, the FDOT's Long-Range Estimate (LRE) system will be used to produce a conceptual estimate, according to District policy. Once the quantities have been developed (beginning at Phase II plans and no later than Phase III plans) the CONSULTANT shall be responsible for inputting the category information, pay items, and quantities into AASHTOW are Project Preconstruction through the use of the FDOT's Designer Interface.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the District Specifications Office for initial review at the time of the Phase III plans review submission to the DISTRICT's Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Packages. The District Specifications Office will forward the Technical Special Provisions to the District Legal Office for their review and comment. All comments will be returned to the CONSULTANT for correction and resolution. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

The CONSULTANT shall contact the appropriate District Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Modified Special Provisions: The CONSULTANT shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

A Modified Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District and Central Specifications Offices to be included in the project's specifications package.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with DISTRICT and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments,

railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the DISTRICT's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of the DISTRICT that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the DISTRICT concept, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the DISTRICT.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the DISTRICT's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Notice to Proceed and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the DISTRICT, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: When directed by the DISTRICT, a subconsultant may perform Independent Peer Reviews.

Independent Peer Review and a Constructability/Bidability Review for design Phase Plans document submittals are required on this project. These separate reviews shall be completed by someone who has not worked on the plan component that is being reviewed. These could include, but are not limited to a separate office under the Prime's umbrella, a subconsultant that is qualified in the work group being reviewed, or a

CEI. It does not include persons who have knowledge of the day to day design efforts. The Constructability/Bidability Review shall be performed by a person with experience working on DISTRICT construction projects (CEI, Contractor, etc.).

The Independent Peer Review for design Phase Plans submittals shall ensure the plans meet the FDM, Standard Plans and FDOT CADD Manual. The Constructability/Bidability Review shall ensure the project can be constructed and paid for as designed. Constructability/Bidability Reviews should be conducted prior to the Phase III and Phase IV submittals, using the Phase Review Checklist (Guidance Document 1-1-A) from the Construction Project Administration Manual (CPAM) as a minimum guideline. The CONSULTANT shall submit this checklist, as well as the "marked-up" set of plans during this review, and review comments and comment responses from any previous Constructability/Bidability reviews. These items will be reviewed by District Design and District Construction.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Public Involvement

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the DISTRICT drafts of all Public Involvement documents (e.g. newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least [TBD] business days prior to printing and / or distribution.

3.1.1 Community Awareness Plan

Prepare a Community Awareness Plan (CAP) for review and approval by the DISTRICT within 30 calendar days after receiving Notice to Proceed. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the DISTRICT'S proposed construction and the anticipated impact of that construction. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement requirement for the project. The CAP will also document all public involvement activities conducted throughout the project's duration. In addition to the benefits of advance notification, the process should allow the DISTRICT to resolve controversial issues during the design phase. This item shall be reviewed and updated periodically as directed by the DISTRICT throughout the life of the project.

3.1.2 Notifications

In addition to public involvement data collection, the CONSULTANT shall assist the DISTRICT or prepare notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants at intervals during plans production as identified by the DISTRICT. All letters and notices shall be reviewed by the DISTRICT to ensure that they are addressed to the correct and current public officials.

3.1.3 Preparing Mailing Lists

At the beginning of the project, The CONSULTANT shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor) The CONSULTANT shall prepare a mailing list of all such entities and shall update the mailing list as needed during the life of the project.

3.1.4 Median Modification Letters:

The CONSULTANT shall prepare a median modification letter to be sent to property owners along the corridor. In addition, the CONSULTANT shall prepare a sketch of each proposed median modification for inclusion in the letter. The letters will be sent on DISTRICT letterhead by the DISTRICT.

3.1.5 Driveway Modification Letters

The CONSULTANT shall prepare a driveway modification letter to be sent to property owners along the corridor. In addition, the CONSULTANT shall prepare a sketch of each proposed driveway modification for inclusion in the letter. The letters will be sent on DISTRICT letterhead.

3.1.6 Newsletters

The CONSULTANT shall prepare newsletters for distribution to elected officials, public officials, property owners along the corridor and other interested parties. The letters will be sent by the CONSULTANT.

3.1.7 Renderings and Fly-Throughs

The CONSULTANT shall prepare renderings and fly-throughs for use in public meetings.

3.1.8 PowerPoint Presentations

The CONSULTANT shall prepare PowerPoint presentations for use in public meetings.

3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare the necessary materials for use in public meetings.

The CONSULTANT will investigate potential meeting sites to advise the DISTRICT on their suitability. The DISTRICT will pay all costs for meeting site rents and insurance. No DISTRICT meetings will be held on public school system properties.

3.1.10 Public Meeting Attendance and Follow-up

The CONSULTANT shall attend public meeting(s), assist with meeting setup and take down. The CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the DISTRICT'S Project Manager.

It is estimated for this project there will be TBD Public meetings during the design.

3.1.11 Other Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in meetings with local governing authorities and/or Metropolitan Planning Organization (MPO). The CONSULTANT's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be *N/A* meetings (as indicated in Section 2.1 above) with local governing authorities and/or MPOs during the design.

3.1.12 Web Site – N/A

3.2 Joint Project Agreements

When the Joint Project Agreement (JPA) deliverable is not prepared by the CONSULTANT, services may include all coordination, meetings, etc., required to ensure compatibility, include

JPA documents in the contract plans package and include the JPA documents in the digital delivery package.

3.3 Specifications & Estimates

3.3.1 Specifications Package Preparation N/A

3.3.2 Estimated Quantities Report Preparation

The CONSULTANT shall prepare an Estimated Quantities (EQ) Report in accordance with FDM 902. Includes loading category information, pay items, and quantities into Designer Interface for AASHTOWare Project Preconstruction (PrP), QA/QC efforts associated with AASHTOWare PrP and the EQ Report.

3.4 Contract Maintenance and Project Documentation

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans; includes uploading files to Electronic Document Management System (EDMS) or Project Suite Enterprise Edition (PSEE).

3.5 Value Engineering (Multi-Discipline Team) Review: N/A

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Plans Update

The effort needed for Plans Update services will vary from project to project, depending on size and complexity of the project, as well as the duration of time spent "on the shelf".

Specific services will be negotiated as necessary as a contract amendment.

3.8 Post-Design Services

Post-Design Services may include, but are not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings. Post-Design services will be negotiated as necessary as a contract amendment.

Post-Design Services are not intended for instances of CONSULTANT errors or omissions.

3.9 Digital Delivery

The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the DISTRICT on acceptable electronic media, as determined by the DISTRICT.

3.10 Risk Assessment Workshop: N/A

3.11 Railroad, Transit and/or Airport Coordination: N/A

3.12 Aeronautical Evaluation

The CONSULTANT shall be responsible for complying with the requirements of Title 14 of the Code of Federal Regulations Part 77 (14 CFR Part 77), and for determining whether it is necessary to file any Notice of Proposed Construction or Alteration (FAA Form 7460- 1) with the Federal Aviation Administration (FAA), utilizing the FAA Notice Criteria Tool. Place a copy of all pertinent documentation in the Project Documentation folder structure; e.g. Notice Criteria Tool inquiries and responses; FAA Form 7460-1 filed with the FAA; Letters of Determination (along with the records demonstrating compliance with the conditions and deadlines). Report any Letters of Determination, designated other than "Does Not Exceed", to the Central Office (Aviation Office, Airspace and Land Use Manager).

3.13 Landscape and Existing Vegetation Coordination

Coordinate to ensure preservation and protection of existing vegetation. Relocation of existing vegetation may be necessary in some cases. Space for proposed landscape should be preserved and conflicts with drainage, utilities, ITS, and signage should be minimized. Coordination with the District Landscape Architect may be necessary as defined in 4.12. Additionally, coordination with the Florida Scenic Highways program should be included to ensure any requirements of the FSH program are met.

3.14 Other Project General Tasks: N/A

4. ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Typical Section Package

The CONSULTANT shall prepare a Typical Section Package.

4.2 Pavement Type Selection Report

Pavement Type Selection Reports are required for every project one mile or greater in length where work includes a modification to the base materials. The Pavement Type Selection decision will again be reviewed by FDOT Design at the time the pavement is designed to warrant reconsideration. A letter to the Project Design File documenting the pavement type decision is required, even if no report is performed.

4.3 Pavement Design Package: N/A

4.4 Cross-Slope Analysis: N/A

4.5 Safety Analysis: N/A

4.6 Design Analysis

Monitoring Existing Structures: The CONSULTANT shall perform field observations to visually identify existing structures within the project limits which may require settlement, vibration, or groundwater monitoring by the contractor during construction in accordance with FDM Chapter 117. The CONSULTANT shall identify the necessary pay items to be included in the bid documents to monitor existing structures.

Optional Services (may be negotiated at a later date if needed): The CONSULTANT shall coordinate with and assist the geotechnical engineer and/or structural engineer to develop mitigation strategies (when applicable).

Access Management: The CONSULTANT shall incorporate access management standards for each project in coordination with DISTRICT staff. The CONSULTANT shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing, and connection spacing). Median openings that will be closed, relocated, or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the first plans submittal.

The DISTRICT shall provide access management classification information and information derived from PD&E studies and public hearings to be used by the CONSULTANT.

4.7 Operational Analysis: N/A

4.8 Design Reports

The CONSULTANT shall prepare all applicable report(s). Reports are to be delivered as a signed and sealed pdf file.

4.9 Design Variations and Exceptions

The CONSULTANT shall prepare the documentation necessary to gain DISTRICT approval of all appropriate Design Variation Memorandums, Formal Design Variations and/or Design Exceptions.

A Project Design Variation Memorandum (FDM Form 122-B) shall be prepared to document all non-controlling design elements for a project that do not meet DISTRICT criteria. Those elements requiring a more detailed analysis, as per FDM Section 122.2, shall be submitted as Formal Design Variations or Design Exceptions.

4.10 Master Design File Setup & Maintenance, Model Management Plan

The CONSULTANT shall setup the horizontal/vertical master design file and maintain the design file throughout the life of the design. The CONSULTANT shall create a model management plan when necessary.

4.11 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility For Life Program, access management, PD&E documents and scope of work. The CONSULTANT shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by the DISTRICT.

3D Model Development: N/A

4.12 Temporary Traffic Control Plan (TTCP) Analysis and Master Design Files

The CONSULTANT shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit stops, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary highway lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the FDOT. Before proceeding with the TTCP, the CONSULTANT shall meet with the appropriate DISTRICT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final TTCP efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the DISTRICT's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the DISTRICT. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or

plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

Master TTCP Design Files: The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

TTCP 3D Modeling (Isolated Locations): N/A

4.13 Utility Data Collection and Analysis

The CONSULTANT shall collect, analyze, and coordinate utility data. This includes reviewing the Utility Work Schedule (UWS) and developing and coordinating utility conflict information (if not included in section 7 Utilities).

4.14 Roadway Quantities for EQ Report

The CONSULTANT shall determine roadway pay items and quantities and the supporting documentation.

TTCP Quantities for EQ Report:

The CONSULTANT shall determine temporary traffic control pay items and quantities and the supporting documentation.

4.15 Cost Estimate

4.16 Technical or Modified Special Provisions

4.17 Other Roadway Tasks

4.18 Quality Assurance/Quality Control

4.19 Supervision

4.20 Roadway Meetings

4.21 Field Reviews

4.22 Coordination

5. ROADWAY PLANS

The CONSULTANT shall prepare Roadway, TTCP, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet & Signature Sheet

5.2 Typical Section Sheets

5.3 Cross Slope Correction Details: N/A

- 5.4 General Notes/Pay Item Notes**
- 5.5 Project Layout/Model Management**
- 5.6 Plan View (Plan Sheets)**
- 5.7 Profile View (Plan/Profile Sheets)**
- 5.8 Special Profiles - TBD**
- 5.9 Sidewalk Profiles - TBD**
- 5.10 Interchange Layout Sheet: N/A**
- 5.11 Details**
- 5.12 Soil Survey Sheets**
- 5.13 Cross Sections**
- 5.14 Temporary Traffic Control Plan**
- 5.15 Utility Adjustment Sheets**
- 5.16 Project Control Sheets**
- 5.17 Utility Verification Data (SUE Data)**
- 5.18 Quality Assurance/Quality Control**
- 5.19 Supervision**

6a. DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the FDOT's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the DISTRICT's staff. All activities and submittals should be coordinated through the DISTRICT's Project Manager. The work will include the engineering analyses for any or all of the following:

6a.1 Base Clearance Analysis

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in a Base Clearance Report.

6a.2 Hydroplaning Analysis

Perform a hydroplaning analysis to assist in the determination of the appropriate roadway geometry for all necessary locations (both typical sections and critical cross sections) as needed. See the FDOT Hydroplaning Guidance and FDOT Design Manual (FDM) Chapters 210 and 211 for more information.

6a.3 Existing Permit Analysis

Data gathering including desktop analysis of local, state, and federal Drainage permits.

6a.4 Utility Conflict Matrix (for drainage structures)

Populating and coordination of the utility conflict matrix for all drainage structures.

6a.5 Noise Barrier Drainage Analyses: N/A

6a.6 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

6a.7 Pond Siting Analysis and Report: N/A

6a.8 Analysis of Pipe Video Inspection Report: N/A

6a.9 Bridge Hydraulic Report: N/A

6a.10 Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

6a.11 Design of Ditches and Side Drains

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes, and documentation. (Design of linear stormwater management facilities in separate task.)

6a.12 Design of Stormwater Management Facility

Offsite or Infield Pond: Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations, design the outlet control structure and buoyancy calculations for pond liners when necessary.

Roadside Treatment Swales and Linear Ponds: Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations and design the outlet control structure.

6a.13 Design of Floodplain Compensation

Determine floodplain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, volumes, etc.). Document the design following the requirements of the regulatory agency.

6a.14 Design of Storm Drains

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.

6a.15 Optional Culvert Material

Determine acceptable options for pipe materials using the Culvert Service Life Estimator.

6a.16 Design of Trench Drains

6a.17 French Drain Systems: N/A

6a.18 Design of Drainage Wells: N/A

6a.19 Stormwater Runoff Control Concept: N/A

6a.20 Other Drainage Tasks

Includes all efforts for a drainage task not covered by an existing defined task.

6a.21 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

6a.22 Drainage Quantities for EQ Report

The CONSULTANT shall determine drainage pay items and quantities and the supporting documentation.

6a.23 Cost Estimate

Prepare cost estimates for the drainage components, except bridges and earthwork for stormwater management and flood compensation sites.

6a.24 Technical or Modified Special Provisions 6a.25 Quality Assurance/Quality Control

6a.26 Supervision

6a.27 Drainage Meetings

Meetings with DISTRICT staff, regulatory agencies, local governments such as meetings with District Drainage Engineer, the Water Management District, FDEP, etc.

6a.28 Field Reviews 6a.29 Coordination

6b.DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

6b.1 Drainage Map (Including Interchanges)

6b.2 Bridge Hydraulics Recommendation Sheets: N/A

6b.3 Drainage Structures

6b.4 Lateral Ditches

6b.5 Retention/Detention/Floodplain Compensation Ponds

6b.6 Quality Assurance/Quality Control 6b.7 Supervision

6c SELECTIVE CLEARING AND GRUBBING: N/A

7. UTILITIES

Scope and fee for Utilities is attached and represents the total cost for Phase 2 and Phase 3. The individual cost for each phase will be evaluated based on the pro-rated length compared to the total length of the combined phases.

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the DISTRICT's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

7.1 Utility Kickoff Meeting

Before any contact with the UAO(s), the CONSULTANT shall meet with the District Utility Office (DUO) to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with DISTRICT procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities. The CONSULTANT shall be prepared to discuss the projects applied utility schedule logic and current UAO contact information.

7.2 Identify Existing Utility Agency Owner(s)

The CONSULTANT shall identify all Utility Agency Owners (UAOs) in the corridor and within and adjacent to the project limits that may be impacted by the project. Identification shall include the updated UAO contact information. The CONSULTANT shall contact Sunshine 811, perform a field visit, and review prior FDOT utility permits, reports, existing plans, and surveys provided.

7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and plans to each Utility Agency Owner (UAO), one set for the utility office, and one set to the DISTRICT Offices as required by the District. Includes contact by

phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to FDOT for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give a 4-week notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit Phase II plans and the utility conflict information (when applicable and in the format requested by the DISTRICT) to each UAO having facilities located within the project limits, and one set to the DISTRICT Offices as required by the District.

Third Contact: Identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the DISTRICT) and plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

Not all projects will have all contacts as described above.

7.4 Exception Processing

The CONSULTANT shall be responsible for transmitting/coordinating the appropriate design reports including, but not limited to, the Resurfacing, Restoration and Rehabilitation (RRR) report, Preliminary Engineering Report, Project Scope and/or the Concept Report (if applicable) to each UAO to identify any condition that may require a Design Alternative. The CONSULTANT shall identify and communicate to the UAO any facilities in conflict with their location or project schedule. The CONSULTANT shall assist with the processing of design alternative involving Utilities with the UAO and the DISTRICT. Assist with processing per the UAM.

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAO(s) having facilities located within the project limits for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights from the FDOT Legal Office, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) marked/RGB plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 Collect and Review Plans and Data from UAO(s)

The CONSULTANT shall review UAOs marked plans and data individually as they are received for content, accuracy, utility type, material, and size. Provide to the EOR for inclusion in the plans. Forward all requests

for UAO reimbursement and supporting documentation to the DUO.

7.8 Subordination of Easements Coordination

The CONSULTANT, if requested by the DISTRICT, shall transmit to and secure from the UAO the executed subordination agreements prepared by the appropriate DISTRICT office. The CONSULTANT shall coordinate with the DUO the programming of the necessary work program funds to compensate the UAO.

7.9 Utility Design Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from FDOT Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days.

7.10 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate DISTRICT office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and District Traffic Operations for review and comment if required by the District. Coordinate with the District for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). The CONSULTANT shall coordinate with the DUO the programming of necessary Work Program funds.

7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow-up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all identified conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office.

7.13 Additional Utility Services

The CONSULTANT shall provide additional utility services. Additional services will be determined when the services are required and requested. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

7.14 Processing Utility Work by Highway Contractor (UWHC)

This includes coordination of utility design effort between the DISTRICT and the UAO(s). The CONSULTANT shall conduct additional coordination meetings, prepare and process the agreements, review tabulation of quantities, perform UWHC constructability and bidability review, review pay items, cost estimates and Technical Special Provisions (TSP) or Modified Special Provision (MSP) prepared by the UAO. This does not include the utility design effort. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified. Effort for the EOR is not included in this task, see Roadway Analysis Task Group 4.

7.15 Contract Plans to UAO(s)

If requested by the District, the CONSULTANT shall transmit the contract plans as processed for letting to the UAO(s). Transmittals to UAO(s) via electronic delivery or another agreeable format.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to the DUO and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate DISTRICT representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved. OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 Other Utilities

The CONSULTANT shall provide other utility services. This includes all efforts for a utility task not covered by an existing defined task. Required work will be defined in the scope and negotiated on a case-by-case basis.

8. ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

The CONSULTANT shall notify the DISTRICT Project Manager, Environmental Permit Coordinator, and other appropriate DISTRICT personnel in advance of all scheduled meetings with the regulatory agencies to allow a DISTRICT representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings. The CONSULTANT shall use current regulatory guidelines and policies for all permits required as identified in Section 2.4.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The research shall include but should not be limited to a review of the project's PD&E documents including the Environmental Document, Natural Resources Evaluation Report, and Cultural Resources Assessment Survey Report.

The CONSULTANT shall research any existing easements or other restrictions that may exist both within or adjacent to the proposed project boundary. Project research may include but should not be limited to review of available: District Right of Way files and databases; federal, state, and local permit files and databases; and local government information including county and property appraiser data. The CONSULTANT shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Any applicable information will be shown on the plans as appropriate.

8.2 Field Work

8.2.1 Pond Site Alternatives: N/A

8.2.2 Establish Wetland Jurisdictional Lines and Assessments:N/A

8.2.3 Species Surveys: N/A

8.3 Agency Verification of Wetland Data: N/A

8.4 Complete and Submit All Required Permit Applications

The CONSULTANT shall collect the data and information necessary to prepare the permit applications and obtain the environmental permits and authorizations required to construct the project as identified in the Project Description and as described in 8.4.1, 8.4.2, and 8.15 (Other Environmental Permits). The CONSULTANT shall prepare each application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The application packages must be approved by the DISTRICT prior to submittal to regulatory agencies.

The CONSULTANT will submit all permit applications, as directed by the DISTRICT, and be responsible for payment of all permit and public noticing fees, unless directed otherwise by the DISTRICT.

8.4.1 Complete and Submit all Required Wetland Permit Applications:

The CONSULTANT shall prepare, complete, and submit required wetland permit (e.g. ERP, Section 404) application packages to the appropriate regulatory agencies. This includes, but is not limited to, applications submitted to WMDs and/or DEP, and USACE. The application package may include but is not limited to attachments (e.g. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), a cover letter with project description as well as completion of applicable agency forms. The CONSULTANT shall prepare and respond to agency Requests for Additional Information (RAIs), including necessary revisions to the application package. All responses and completed application packages must be approved by the District Permit Coordinator prior to submittal to the regulatory agencies. Geotechnical permitting should also be prepared, submitted, and obtained.

8.4.2 Complete and Submit all Required Species Permit Applications:

The CONSULTANT shall prepare, complete and submit required species permit applications to the appropriate agencies. This includes federal and state protected species permit application packages as required. The work includes completion of application package (e.g. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), and cover letter with project description as well as completion of applicable forms. The CONSULTANT shall respond to agency RAIs, including necessary revisions to the application package. All responses and completed applications must be approved by the District Permit Coordinator prior to submittal to the regulatory agency.

8.5 Coordinate and Review Dredge and Fill Sketches

The CONSULTANT shall review Dredge and Fill Detail sheets to ensure information on the sketch(es) meet the requirements of the regulatory agencies and are appropriate for environmental permit application submittal and acquisition. The CONSULTANT will also provide environmental data/information as needed to support the preparation of the Dredge and Fill sketches.

8.6 Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application: N/A

8.7 Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application: N/A

8.8 Prepare Coastal Construction Control Line (CCCL) Permit Application: N/A

8.9 Prepare USACE Section 408 Application to Alter a Civil Works Project: N/A

8.10 Compensatory Mitigation Plan: N/A

8.11 Mitigation Coordination and Meetings

The CONSULTANT shall coordinate with DISTRICT personnel prior to approaching any environmental permitting or commenting agencies. Once a mitigation plan (as defined in 33 CFR 332.4(c)/40 CFR 230.92.4(c)) has been reviewed and approved by the DISTRICT, the CONSULTANT will be responsible for coordinating the proposed mitigation plan with the environmental agencies. The CONSULTANT will provide mitigation information needed to update the FDOT Environmental Impact Inventory.

8.12 Regulatory Agency Support

The CONSULTANT shall provide regulatory agency support which may include but is not limited to preparing: a Statement of Findings or Memorandum for the Record; Public Notice; Findings of Fact; and Biological Opinion.

8.13 Other Environmental Permits: N/A

8.14 Technical Support to the DISTRICT for Environmental Clearances and Re- evaluations (use when CONSULTANT provides technical support only): N/A

8.15 Preparation of Environmental Clearances and Re-evaluations (use when CONSULTANT prepares all documents associated with a re-evaluation): N/A

8.16 Contamination Impact Analysis: N/A

8.17 Asbestos Survey: N/A

8.18 Technical Meetings

8.19 Quality Assurance/Quality Control

8.20 Supervision

8.21 Coordination

9. STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS: N/A

10. STRUCTURES - BRIDGE DEVELOPMENT REPORT: N/A

11. STRUCTURES - TEMPORARY BRIDGE: N/A

12. STRUCTURES - SHORT SPAN CONCRETE BRIDGE: N/A

13. STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE: N/A

14. STRUCTURES - STRUCTURAL STEEL BRIDGE: N/A

15. STRUCTURES - SEGMENTAL CONCRETE BRIDGE: N/A

16. STRUCTURES - MOVABLE SPAN: N/A

17. STRUCTURES - RETAINING WALLS: N/A

18. STRUCTURES – MISCELLANEOUS: N/A

19. SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis: N/A

19.2 No Passing Zone Study: N/A

19.3 Signing and Pavement Marking Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations: N/A

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.6 Sign Lighting/Electrical Calculations: N/A

19.7 S&PM Quantities for EQ Report

The CONSULTANT shall determine signing and pavement marking pay items and quantities and the supporting documentation.

19.8 Cost Estimate

19.9 Technical Special Provisions and Modified Special Provisions

19.10 Other Signing and Pavement Marking Analysis

19.11 Field Reviews

19.12 Technical Meetings

19.13 Quality Assurance/Quality Control

19.14 Independent Peer Review

19.15 Supervision

19.16 Coordination

20. SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

20.1 Key Sheet & Signature Sheet

20.2 General Notes/Pay Item Notes

20.3 Project Layout

20.4 Plan Sheet

20.5 Special Details

20.6 Service Point Details

20.7 Guide Sign Data

20.8 Cross Sections (Sign Installations)

20.9 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

20.10 Supervision

21. SIGNALIZATION ANALYSIS: N/A

22. SIGNALIZATION PLANS: N/A

23. LIGHTING ANALYSIS: N/A

24. LIGHTING PLANS: N/A

25. LANDSCAPE ANALYSIS: N/A

26. LANDSCAPE PLANS: N/A

27. SURVEY: N/A – Survey provided as a separate scope item. See attached survey scope.

28. PHOTOGRAMMETRY – Survey provided as a separate scope item. See attached survey scope.

29. MAPPING: N/A

30. TERRESTRIAL MOBILE LiDAR – Survey provided as a separate scope item. See attached survey scope.

31. ARCHITECTURE DEVELOPMENT: N/A

32. NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE: N/A

33. INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS: N/A

34. INTELLIGENT TRANSPORTATION SYSTEMS PLANS: N/A

35. GEOTECHNICAL

Scope and fee for Geotech is attached and represents the total cost for Phase 2 and Phase 3. The individual cost for each phase will be evaluated based on the pro-rated length compared to the total length of the combined phases.

36. PROJECT REQUIREMENTS

36.1 Liaison Office

The DISTRICT and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the DISTRICT Project Manager.

36.2 Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DISTRICT.

36.3 Progress Reporting

The CONSULTANT shall meet with the DISTRICT as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the DISTRICT approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

36.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the DISTRICT for their records within one (1) week of the receipt or mailing of said correspondence.

36.5 Professional Endorsement

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by DISTRICT standards.

36.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The

DISTRICT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

36.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

36.8 Optional Services

At the DISTRICT's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Letter of Authorization or supplemental amendment in accordance with paragraph 2.00 of the Standard Consultant Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final Bridge Load Rating, update (Category II) bridge plans electronically (CADD) for the Final "As-Built" conditions, based on documents provided by the DISTRICT (CADD Services Only) or other Services as required.

37. INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the DISTRICT, in a format prescribed by the DISTRICT. The DISTRICT Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DISTRICT.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the DISTRICT.

ESTIMATED FIELD, LABORATORY AND ENGINEERING FEES

Soil Survey

Deering Park Sun Trail Extension

Volusia County, Florida

PSI Fee Proposal Number : 0757-450041

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Units</i>	<i>Rate</i>	<i>Estimated Fee</i>
FIELD SERVICES					
Mobilization and Transportation of Exploratory Equipment to the Site					
	Drilling Equipment	MOB	3	\$500.00	\$1,500.00
Shallow Manual Auger Boring					
	(85@ 5" in trail area)	Feet	425	\$11.00	\$4,675.00
Utility Clearance/Boring Layout/Permits/LBR Samples					
	Project Engineer	Hour	24	\$110.00	\$2,640.00
	Soil Jars	Case	12	\$20.00	\$240.00
TOTAL FIELD SERVICES					\$9,055.00
Geotechnical Laboratory Testing					
	Single Sieve Analysis	Test	12	\$60.00	\$720.00
	Full Sieve Analysis	Test	8	\$125.00	\$1,000.00
	Atterberg Limits	Test	8	\$100.00	\$800.00
	Moisture Content	Test	16	\$12.00	\$192.00
	Organic Content	Test	8	\$60.00	\$480.00
	LBR Testing	Test	7	\$450.00	\$3,150.00
	Falling-Head Permeability Test	Test	7	\$275.00	\$1,925.00
	Corrosion Series Testing	Test	0	\$300.00	\$0.00
TOTAL GEOTECHNICAL SOIL TESTING					\$8,267.00
Engineering and Technical Services					
	Chief Engineer	Hour	1	\$255.00	\$255.00
	Senior Project Engineer	Hour	12	\$235.00	\$2,820.00
	Project Engineer	Hour	24	\$110.00	\$2,640.00
	Staff Engineer	Hour	12	\$100.00	\$1,200.00
	Secretary/Clerical	Hour	6	\$70.00	\$420.00
	CADD Technician	Hour	12	\$90.00	\$1,080.00
TOTAL ENGINEERING SERVICES					\$8,415.00
SUBTOTAL ESTIMATED FEE					\$25,737.00
TOTAL ESTIMATED FEE					\$28,310.70
Plus 10 Percent Contingency					

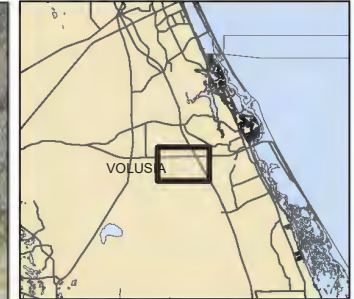


EXHIBIT A

Service Area	Utility Type(s)
A T & T DISTRIBUTION SBR02	TELEPHONE
CHARTER COMMUNICATIONS CVTV3	CATV
FLORIDA POWER & LIGHT - NORTH FIBER FPLFN	FIBER
FLORIDA PUBLIC UTILITIES CO. SFN477	GAS
UTILITIES COMMISSION CITY OF NEW SMYRNA... CNS736	ELECTRIC
UTILITIES COMMISSION, CITY OF NEW SMYRNA... CN1366	WASTEWATER, WATER

0 125 250 500 750 1,000
Feet

ETM
SURVEYING & MAPPING

Trusted
Advisors,
Creating
Community.

DEERING PARK SEWER DRAINAGE EXTENSION



Sheet No.
1 of 2

Utility Location Map

Drawn By: David Ashley

Checked by:

Date: 4/17/2025

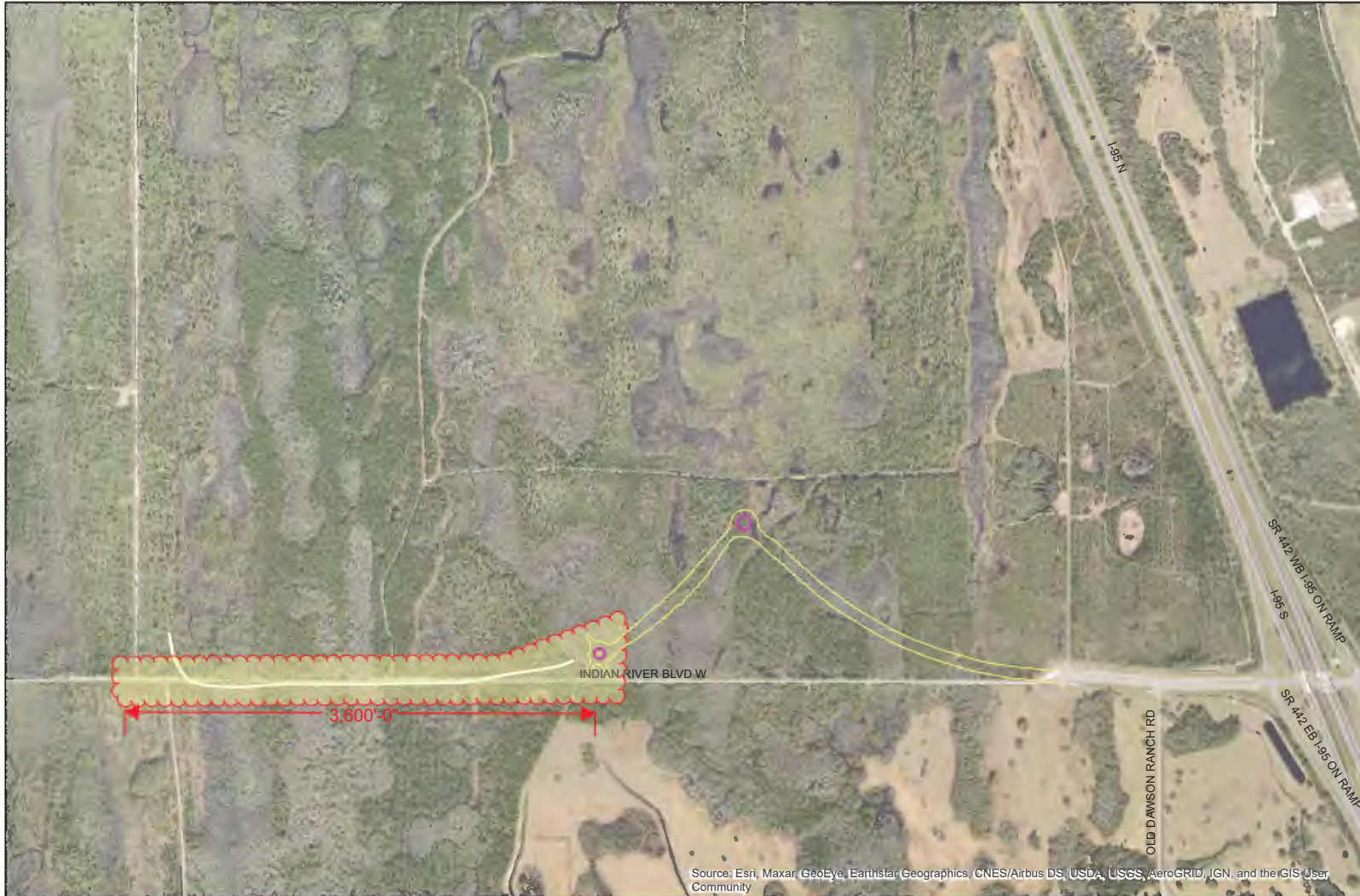


EXHIBIT A

Service Area	Utility Type(s)
A T & T/ DISTRIBUTION SBF02	TELEPHONE
CITY OF EDGEWATER COE531	SEWER, WATER
FLORIDA POWER & LIGHT-- VOLUSIA FPLVOL	ELECTRIC



ETM
SURVEYING & MAPPING

Trusted
Advisors,
Creating
Community.

DEERING PARK SEWER LINE EXTENSION



Sheet No.
2 of 2

Utility Location Map

Drawn By: David Ashley

Checked by:

Date: 4/17/2025

April 16, 2025

Mr. Goran Duvnjak, P.E.
England Thims & Miller
Wildlight, FL 32097
Ph: 844-877-5263
Email: Duvnjakg@etminc.com

Reference: **Deering Park SUN Trail Extension ~ Surveying Services**

Dear Mr. Duvnjak,

Pursuant to your request, ETM Surveying & Mapping, Inc., is pleased to submit a fee proposal for surveying services for the SUN Trail Project located in Edgewater, Florida. Our proposed scope of services and fee schedule are as follows:

Task 1: Aerial Topographic Survey

Prepare a 3D DTM and topographic survey for design purposes for the proposed trail being approximately 7.0 miles in length as detailed on the graphic attached hereto as Exhibit "A". The surveyed data will be referenced to published horizontal and vertical datums which will be established by RTK GPS for the horizontal control and differential leveling for the vertical control.

The location and mapping of improvements will be limited to above ground visible evidence only. Pipe sizes, types and inverts will be obtained where accessible from the surface through manholes and inlets.

Our staff of FAA licensed pilots, using a Riegl VUX-1UAV LiDAR sensor onboard a Harris H6 Drone, will provide aerial acquisition of existing topography consisting of LiDAR and imagery for the parcels depicted on attached Exhibit "A". Data extraction techniques will be used to create a topographic survey from the aerial remote sensing data. Conventional survey to fill in any obscure areas within the parcels are not included in this scope of services. ETM Survey will establish horizontal and vertical site control and for setting/maintaining aerial targets. All project control and aerial control points shall be surveyed using RTK GPS with tolerances sufficient to validate project specifications. Vertical control will be established via differential leveling techniques and consistent with National Geodetic Survey 3rd order procedures.

ETM Survey perform the data acquisition (flight) for capturing LiDAR and photogrammetric imagery and the processing and calibration of the LiDAR and photogrammetric imagery to the project control.

ETM Survey will also provide the ortho imagery. We will generate an orthorectified image that will be georeferenced to the topographic map and be compatible with AutoCAD or MicroStation CAD formats.

The purpose of this topographic survey is to map the roadways, above ground features, unimproved lands and



Reference:

SUN Trail Extension Aerial Topographic Survey

related above ground features within the identified project area. All geospatial tasks will be performed in accordance with the current Standards of Practice for Surveying and Mapping in the State of Florida. All horizontal control shall be referenced to the appropriate State Plane Coordinate System in NAD 83(2011), all vertical control shall be referenced to NAVD88, or a datum as specified by client.

The LiDAR data shall be integrated with our Applanix APX20 Inertial Measuring Unit and GPS to provide the highest degree of positional and orientation accuracy needed for modeling.

The accuracy analysis of Aerial LiDAR point cloud data shall conform to the NSSDA requirements for geospatial data classification as published by the FGDC in document FGDC-STD-007.3-1998 titled Geospatial Positioning Accuracy Standards Part 3: National Standard for Spatial Data Accuracy.

A minimum of 80 independent horizontal and vertical check points shall be tested, distributed to reflect the geographic area of interest and the distribution of error in the data sets. The surveyed project validation points will serve as the required horizontal and vertical check points. The resulting comparisons shall meet or surpass the positional accuracy requirements for the survey at the 95% confidence level based on the NSSDA and shall be included in the Survey Report.

ETM Surveying & Mapping will extract planimetric features from a LiDAR generated point cloud and/or controlled imagery using our extraction software. Detailed 3D lines and features will be extracted to allow the creation of topographic/planimetric surveys and accurate digital terrain models. Georeferenced imagery will be used in conjunction with the point cloud information to assist in the planimetric mapping.

Please note that weather conditions and access to airspace can affect acquisition schedules.

Project deliverables will be signed and sealed topographic survey, a CAD file of the topographic survey with a DTM, suitable for plotting at 1" = 50' scale, digital copy only. Color orthophotography in an ECW file format or similar that is georeferenced to the CAD file. A Professional Surveyor & Mapper report certifying the acquisition and processing standards of the data and the processes and procedures used for the completion of this project.

Lump Sum Fee.....\$74,825.00

Reference: **SUN Trail Extension Aerial Topographic Survey**

Items Not Included

Boundary Survey	Tree Survey
Jurisdictional Wetlands Survey	Construction Layout
As-Built Survey	Plat Preparation
Sketch and Legal Description	County Plat Review
Mean High Water Line Survey	Plat Processing for Recordation
Document Processing for Recordation	Title Search
Boundary Survey	

Cost such as additional printing and delivery services will be invoiced at direct cost plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.

Please indicate your agreement with this proposal and the attached General Conditions by signing in the space provided and return one copy to our office.

If you should have any questions or need additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

ETM Surveying and Mapping, Inc., INC.



Scott A. Graham, P.S.M.
Vice President

Accepted this _____ day

of _____, 2025.

By: _____

Signature

Print Name and Title

Company

Attachments: General Condition

Reference:

SUN Trail Extension Aerial Topographic Survey

GENERAL CONDITIONS

PAYMENT TERMS - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all charges incurred through the date services are stopped. If during the execution of the services, ETM Surveying & Mapping, Inc. (ETM-SMI) is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

Client agrees to pay mobilization charges for any work ordered when, upon arrival of survey crew, job site is not prepared for crew to properly perform scope of services.

INSURANCE - ETM-SMI maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM-SMI will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE - The only warranty or guarantee made by ETM-SMI in connections with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for surveying services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ETM-SMI and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM-SMI and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM-SMI under this Agreement, or the total amount of \$50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM-SMI agrees to increase the limits up to a maximum of \$500,000 upon Client's written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

ENVIRONMENTALLY PROTECTED LANDS - ETM-SMI shall not be held liable or responsible for the location or lack of location of any areas within a job site that are considered environmentally protected or are restricted by City, County, State or Federal restrictions. ETM-SMI will, however, at the Client's request and expense locate such areas if they have been so designated with flagging by an environmental consultant and/or governmental authority. It is further understood that the Client shall be responsible for any permitting required in these areas and shall hold ETM-SMI harmless for any losses or liabilities resulting from such permitting or regulatory action.

RIGHT-OF-ENTRY - Client shall be responsible for obtaining rights of entry for ETM-SMI's employees to any properties included in this contract for purposes of performing scope of work duties. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Florida.

CONSTRUCTION LAYOUT - It is understood by the Client that ETM-SMI shall not be held liable for any errors in layout or construction work when the original stakes or points have been destroyed or disturbed in any way.

It is further understood that the Client shall be responsible for furnishing ETM-SMI with approved plans and specifications and/or revised plans and specifications for such layout and/or construction work and shall have a construction supervisor or authorized agent approve any and all field changes or modifications to such plans with a written statement.

ZONING RESTRICTIONS AND EASEMENT - ETM-SMI shall be held harmless for the location or lack of location of any easements, building setback lines or special restriction lines unless documents such as Title Opinions and/or Restrictive Covenants accurately describing such easements or lines have been supplied to us with sufficient time to review such documents.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by ETM-SMI as instruments of service pursuant to this Agreement, shall be the sole property of ETM-SMI. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM-SMI, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM-SMI.

SAFETY - Should ETM-SMI, provide periodic observations and surveying services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours.

INDEMNIFICATION - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM-SMI and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ETM-SMI.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013),
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES - In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

ASSIGNABILITY - Client and ETM-SMI, Inc., respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither Client nor ETM-SMI shall assign this Agreement without the prior written consent of the other party.

SEVERABILITY AND SURVIVAL - If any of the provisions contained in this Agreement are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM-SMI and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM-SMI.



EXHIBIT B

STAFF HOUR ESTIMATES

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Deering Park North Trail Phase 2
County: Volusia
FPN: 454363-1-34-01
FAP No.: N/A

Consultant Name: England-Thims & Miller
Consultant No.: enter consultants proj. number
Date: 4/30/2025
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal	Senior Engineer	Engineer 1	Senior Designer	CADD Technician	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By	Salary Cost By	Average Rate Per
		\$399.00	\$273.28	\$187.42	\$149.67	\$113.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
3. Project Common and Project General Tasks	208	4	21	104	58	21	0	0	0	0	0	0	0	208	\$37,894	\$182.18
4. Roadway Analysis	1,310	26	131	655	367	131	0	0	0	0	0	0	0	1,310	\$238,753	\$182.25
5. Roadway Plans	407	8	41	204	114	41	0	0	0	0	0	0	0	408	\$74,353	\$182.24
6a. Drainage Analysis	289	6	29	145	81	29	0	0	0	0	0	0	0	290	\$52,915	\$182.46
6b. Drainage Plans	51	1	5	26	14	5	0	0	0	0	0	0	0	51	\$9,302	\$182.39
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits and Env. Clearances	357	7	36	179	100	36	0	0	0	0	0	0	0	358	\$65,238	\$182.23
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	109	2	11	55	31	11	0	0	0	0	0	0	0	110	\$20,002	\$181.84
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	2,731	54	274	1,368	765	274	0	0	0	0	0	0	0	2,735		
Total Staff Cost		\$21,550.86	\$74,878.72	\$256,390.56	\$114,497.55	\$31,140.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$498,457.79	\$182.25

Survey Field Days by Subconsultant
4 - Person Crew.

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:		Check = \$498,457.79		
OVERHEAD:		0%		\$498,457.79
OPERATING MARGIN:		0%		\$0.00
FCCM (Facilities Capital Cost Money):		0.00%		\$0.00
EXPENSES:		0.00%		\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ - / day	\$0.00
SUBTOTAL ESTIMATED FEE:				\$498,457.79
Subconsultant: Survey				\$47,140.00
Subconsultant: Geotech				\$17,836.00
Subconsultant: SUE				\$11,195.00
Subconsultant: Sub 4				\$0.00
Subconsultant: Sub 5				\$0.00
Subconsultant: Sub 6				\$0.00
Subconsultant: Sub 7				\$0.00
Subconsultant: Sub 8				\$0.00
Subconsultant: Sub 9				\$0.00
Subconsultant: Sub 10				\$0.00
Subconsultant: Sub 11				\$0.00
Subconsultant: Sub 12				\$0.00
SUBTOTAL ESTIMATED FEE:				\$574,628.79
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				\$574,628.79
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$574,628.79

Estimator:						Deering Park North Trail 454363-1-34-01
Representing		Print Name			Signature / Date	
FDOT District						
Consultant Name						
NOTE: Signature Block is optional, per District preference						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	16	16	
3.1.2	Notifications	LS	1	8	8	
3.1.3	Preparing Mailing Lists	LS	1	8	8	
3.1.4	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	1	20	20	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	1	12	12	
3.1.9	Public Meeting Preparations	LS	1	16	16	
3.1.10	Public Meeting Attendance/Followup	LS	1	16	16	
3.1.11	Other Agency Meetings	LS	1	4	4	
3.1.12	Web Site	LS	1	10	10	
3.1 Public Involvement Subtotal					110	
3.2	Joint Project Agreements	EA	1	8	8	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	12	12	
3.3.2	Estimated Quantities Report Preparation	Report	1	Calculated Hours 16	0	
		Components	0			
3.4	Contract Maintenance and Project Documentation	LS	1	16	16	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	20	20	
3.6	Prime Consultant Project Manager Meetings	LS	1	8	8	See listing below
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	20	20	
3.9	Digital Delivery	LS	1	6	6	
3.10	Risk Assessment Workshop	LS	1	8	8	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.11.1	Aeronautical Evaluation	LS	0	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					208	
3.6 - List of Project Manager Meetings						
		Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway Analysis	EA	0	0	0	
	Drainage	EA	0	0	0	
	Selective C&G	EA	0	0	0	
	Utilities	EA	0	0	0	
	Environmental	EA	0	0	0	
	Structures	EA	0	0	0	
	Signing & Pavement Marking	EA	0	0	0	
	Signalization	EA	0	0	0	
	Lighting	EA	0	0	0	
	Landscape Architecture	EA	0	0	0	
	Survey	EA	0	0	0	
	Photogrammetry	EA	0	0	0	
	ROW & Mapping	EA	0	0	0	
	Terrestrial Mobile LIDAR	EA	0	0	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	ITS Analysis	EA	0	0	0	
	Geotechnical	EA	0	0	0	
	Progress Meetings	EA	0	0	0	
	Phase Reviews	EA	0	0	0	
	Field Reviews	EA	0	0	0	
Total Project Manager Meetings			0		0	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D.

Estimator:

4. Roadway Analysis Staff Hours

Deering Park North Trail
454363-1-34-01

How to Use This Form

Representing		Print Name			Signature / Date				Video Tutorials - Short Webinars for each Staff Hour Form
FDOT District									
Consultant Name									

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	
What is the overall project complexity? (See Roadway Guidelines)					Mid	Provide documentation when negotiated hours differ from the calculated hours.			
4.1	Typical Section Package	Cover	1		6	0	0	6	1. All items in RED font are for the user to edit cell. 2. All cells that are shaded in RED contain a drop down list for the user to make a selection. 3. Most "Project Parameter" cells will have a brief explanation of what should be inserted in the cell, this information is displayed by selecting a cell and hovering over that cell with your cursor. 4. All cells designed not to be edited by the user have been locked for the users convenience to avoid accidental edits of formulas, text, etc. If you recognize any errors in the locked cells, please contact the Staff Hour Forms Manager listed below.
		Typical	3	2-Lane FS & Ramps	18	0	0	18	
		Typical	0	2-Lane C & Multi-Lane FS	0	0	0	0	
		Typical	0	LA w/ Barrier & Multi-Lane C	0	0	0	0	
4.2	Pavement Type Selection Report	Report	1	Simple	8	0	0	8	
4.3	Pavement Design Package	Report & Assembly	1	Mid	32	0	0	32	
		Pavt Designs	1	Travel/Aux. Lanes	8	0	0	8	
		Pavt Designs	0	Other Roads & Shoulders	0	0	0	0	
4.4	Cross Slope Analysis (lanes and shoulders)	X-Slope Assessment	0.00	Undivided Roadway	0	0	0	0	
		X-Slope Assessment	0.00	Divided Roadway	0	0	0	0	
		Concepts for Corrections	0		0	0	0	0	
4.5	Safety Analysis	HSM Assessment	0	Standard	0	0	0	0	
		Crash Analysis	0	Standard	0	0	0	0	
4.6	Design Analysis	Monitor Exist. Structures	0	Mid	0	0	0	0	
		Access Management	4.50	Mid	36	0	0	36	
4.7	Operational Analysis	Roundabout	0	1x1 Roundabout	0	0	0	0	
		Roundabout	0	1x2 Roundabout	0	0	0	0	
		Roundabout	0	2x2 Roundabout	0	0	0	0	
4.8	Design Reports	RRR	0	Standard	0	0	0	0	
		Other Reports			0	0	0	0	
4.9	Design Variations and Exceptions	Variation Memo	1		10	0	0	10	
		Formal Variation	0		0	0	0	0	
		Design Exception	0		0	0	0	0	
4.10	Master Design File Setup & Maintenance, Model Management Plan	LS	1	Mid	40	0	0	40	
4.11	Horizontal/Vertical Master Design Files	Mainline	0.00	Mid	0	0	0	0	
		Side Road & Ramps	0.00	Mid	0	0	0	0	
		Frontage Road	4.50	Mid	540	0	0	540	
	3D Modeling Development	Mainline	0.00	Mid	0	0	0	0	
		Side Road & Ramps	0.00	Mid	0	0	0	0	
		Frontage Road	4.50	Mid	270	0	0	270	
AMG Files	0	Mid	0	0	0	0			
4.12	TTCP Analysis	LS	1	Mid	40	0	0	40	
4.12	TTCP Master Design Files	Length (Phase/Miles)	1.00	Mid	32	0	0	32	
		Pedestrian	1	Standard	32	0	0	32	
		TTCP 3D Modeling (Isolated Locations)	Locations	0		0	0	0	0
4.13	Utility Data Collection & Analysis	LS	0	Mid	0	0	0	0	
4.14	Roadway Quantities for EQ Report	Length (Miles)	0.00	Mid	0	0	0	0	
		Interchanges	0		0	0	0	0	
		Validation	0	Mid	0	0	0	0	
	TTCP Quantities for EQ Report	Major Phases	3	Standard	27	0	0	27	
4.15	Cost Estimate	Engineer Estimate	3	Mid	36	0	0	36	
		LRE Updates	3	Mid	18	0	0	18	
4.16	Technical or Modified Special Provisions	TSPs & MSPs	0		0	0	0	0	
4.17	Other Roadway Tasks	Other Analysis			0	0	0	0	
Roadway Analysis Technical Subtotal					1153	0	0	1153	Please contact the Staff Hour Forms Manager below for further assistance. Ryan Buck, P.E. Project Management Support Engineer Ryan.Buck@dot.state.fl.us (850)414-4343
4.18	Quality Assurance/Quality Control	LS	1	5%	58	0	0	59	
4.19	Supervision	LS	1	5%	58	0	0	59	
4.20	Roadway Meetings (listed below)	Meetings	0		0	0	0	0	
		Travel Time			0	0	0	0	
4.21	Field Reviews (listed below)	LS			0	0	0	0	
Roadway Analysis Non-Technical Subtotal					116	0	0	118	
4.22	Coordination	LS	1	3%	39	0	0	39	
4. Roadway Analysis Total					1308	0	0	1310	

Continue to Summary Tab

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Typical Section	0	0	0	
Pavement Design	0	0	0	
Access Management / Driveways	0	0	0	
15% Line and Grade	0	0	0	
RRR / ECAR Resolution	0	0	0	
Local Governments (cities, counties, MPO)	0	0	0	
Work Zone Traffic Control	0	0	0	
30/60/90/100% Comment Review Meetings	0	0	0	
Utility Coordination	0	0	0	
Other Meetings	0	0	0	
Subtotal Technical Meetings	0	0	0	
Progress Meetings (if required by FDOT)	0	0		
Phase Review Meetings	0	0		
Total Roadway Meetings	0	0		

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	0	0	0	0
Field Review #2	0	0	0	0
Field Review #3	0	0	0	0
Field Review #4	0	0	0	0
Plans-in-hand Field Review	0	0	0	0
Total Field Review Hours				0

Estimator:				5. Roadway Plans Staff Hours				Deering Park North Trail 454363-1-34-01				How to Use This Form	
Representing				Print Name				Signature / Date				Video Tutorials - Short Webinars for each Staff Hour Form	
FDOT District													
Consultant Name													
NOTE: Signature Block is optional, per District preference												Calculated hours represent the expected effort to complete each task based on project parameters and should be considered a starting point for staff hour negotiations. The Consultant and Department staff must jointly determine the appropriate staff hours to fully cover the effort.	
Task No.	Task	Project Parameter			Staff Hours				Documentation				
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.				
What is the overall project complexity? (See Roadway Guidelines)					Mid								
5.1	Key Sheet		1		4	0	0	4				1. All items in RED font are for the user to edit cell. 2. All cells that are shaded in RED contain a drop down list for the user to make a selection. 3. Most "Project Parameter" cells will have a brief explanation of what should be inserted in the cell, this information is displayed by selecting a cell and hovering over that cell with your cursor. 4. All cells designed not to be edited by the user have been locked for the users convenience to avoid accidental edits of formulas, text, etc. If you recognize any errors in the locked cells, please contact the Staff Hour Forms Manager listed below.	
	Signature Sheet		1		2	0	0	2					
5.2	Typical Section Sheets	Typical Sections w/ CADD	3		12	0	0	12					
		Typical Sections w/o CADD	0		0	0	0	0					
		Partial Sections	0		0	0	0	0					
5.3	Cross Slope Correction Details	Pavement Segments	0		0	0	0	0					
5.4	General Notes/Pay Item Notes		1	Standard	9	0	0	9					
5.5	Project Layout/Model Management		1		6	0	0	6					
5.6	Plan View (Plan Sheets)	Length (Miles)	4.50	Mid	117	0	0	117					
		Interchange	0		0	0	0	0					
		Roundabout	0		0	0	0	0					
5.7	Profile View (Plan/Profile Sheets)	Length (Miles)	0.00	Flush Shoulder	0	0	0	0					
		Length (Miles)	0.00	Curbed	0	0	0	0					
5.8	Special Profiles	Driveway Curb Return	0		0	0	0	0					
		Intersection RIS Xing	0		0	0	0	0					
5.9	Sidewalk Profiles	Length (Miles)	4.50	Standard	158	0	0	158					
5.10	Interchange Layout Sheet	Interchange	0	Standard	0	0	0	0					
			0	2 Levels	0	0	0	0					
5.11	Details	Ramp Terminal	0		0	0	0	0					
		Intersection Layout	0		0	0	0	0					
		Special	1		10	0	0	10					
5.12	Soil Survey Sheets		1		2	0	0	2					
5.13	Cross Sections	Alignments	1		4	0	0	4					
5.14	Temporary Traffic Control Plan	TTC Notes	1		4	0	0	4					
		Length (Miles)	1.00	Mid	21	0	0	21					
		Critical Cross Sections	1		4	0	0	4					
		TTC Details	1		8	0	0	8					
5.15	Utility Adjustment Sheets	Length (Miles)	0.00	Complex	0	0	0	0					
5.16	Project Control Sheets		1		4	0	0	4					
5.17	Utility Verification Data (SUE)		1		4	0	0	4					
Roadway Plans Technical Hours Subtotal					369	0	0	369				Please contact the Staff Hour Forms Manager below for further assistance. Ryan Buck, P.E. Project Management Support Engineer Ryan.Buck@dot.state.fl.us (850)414-4343	
5.18	Quality Assurance/Quality Control	%	1	5%	19	0	0	19					
5.19	Supervision	%	1	5%	19	0	0	19					
Roadway Plans Total					407	0	0	407					

Estimator:

6a. Drainage Analysis Staff Hours

Deering Park North Trail
454363-1-34-01

How to Use This Form

Representing

Print Name

Signature / Date

Video Tutorials - Short Webinars for each Staff Hour Form

FDOT District

Consultant Name

NOTE: Signature Block is optional, per District preference

Calculated hours represent the expected effort to complete each task based on project parameters and should be considered a starting point for staff hour negotiations. The Consultant and Department staff must jointly determine the appropriate staff hours to fully cover the effort.

Task No.	Task	Project Parameter			Staff Hours				Documentation	
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated		
									Provide documentation when negotiated hours differ from the calculated hours.	
6a.1	Base Clearance Analysis	Locations	1	Simple	4	0	0	4	1. All items in RED font are for the user to edit cell. 2. All cells that are shaded in RED contain a drop down list for the user to make a selection. 3. Most "Project Parameter" cells will have a brief explanation of what should be inserted in the cell, this information is displayed by selecting a cell and hovering over that cell with your cursor. 4. All cells designed not to be edited by the user have been locked for the users convenience to avoid accidental edits of formulas, text, etc. If you recognize any errors in the locked cells, please contact the Staff Hour Forms Manager listed below.	
		Report	1	Simple	8	0	0	8		
6a.2	Hydroplaning Analysis	LS	0		0	0	0	0		
6a.3	Existing Permit Analysis	LS	1	Simple	4	0	0	4		
6a.4	Utility Conflict Matrix (for drainage structures)	LS	0		0	0	0	0		
6a.5	Noise Barrier Drainage Analysis	Wall Length (Miles)	0.00		0	0	0	0		
6a.6	Temporary Drainage Analysis	LS	0		0	0	0	0		
6a.7	Pond Siting Analysis and Report	Basins	0		0	0	0	0		
		Report	0		0	0	0	0		0
6a.8	Analysis of Pipe Video Inspection Report	LS	0		0	0	0	0		
6a.9	Bridge Hydraulic Report (Canal Crossing or Ped Bridge)	Canal Xing or Ped Bridge	0		0	0	0	0		
		w/o Relief Bridges	0		0	0	0	0		0
		With Relief Bridges	0		0	0	0	0		0
		No-Rise	0		0	0	0	0		0
	Bridge Hydraulic Report (Main Bridge, Non-Tidal)	w/o Relief Bridges	0		0	0	0	0		0
		With Relief Bridges	0		0	0	0	0		0
		No-Rise	0		0	0	0	0		0
		Bridge Hydraulic Report (Main Bridge, Tidal)	With Relief Bridges	0		0	0	0		0
No-Rise	0		0	0	0	0	0			
Wave Modeling	Wave Modeling	0		0	0	0	0	0		
6a.10	Design of Minor Cross Drains		23	Simple	161	0	0	161		
		Cross Drains	0		0	0	0	0		0
			0	Complex	0	0	0	0		0
			0	Simple	0	0	0	0		0
	Design of Major Cross Drains	Cross Drains	0		0	0	0	0		0
			0	Complex	0	0	0	0		0
			0	Simple	0	0	0	0		0
			0	Complex	0	0	0	0		0
6a.11	Design of Ditches and Side Drains		4.50	Simple	63	0	0	63		
		Ditches (Miles)	0.00		0	0	0	0	0	
			0.00	Complex	0	0	0	0	0	
			0	Simple	0	0	0	0	0	
	Side Drains	0		0	0	0	0	0		
	6a.12	Design of Stormwater Management Facility		0	Simple	0	0	0	0	
Ponds			0		0	0	0	0	0	
			0	Complex	0	0	0	0	0	
Cells			0		0	0	0	0	0	
6a.13	Design of Floodplain Compensation	Basins	0		0	0	0	0		
6a.14	Design of Storm Drains	Drainage Structures	0		0	0	0	0		
		Non-Standard Structures	0		0	0	0	0	0	
6a.15	Optional Culvert Material	Drainage Pipes	0		0	0	0	0		
6a.16	Design of Trench Drains	Each	0		0	0	0	0		
6a.17	Design of French Drain Systems	Cell	0		0	0	0	0		
6a.17	Evaluation of Existing French Drain Systems	Cell	0		0	0	0	0		
6a.18	Design of Drainage Wells	Wells	0		0	0	0	0		
6a.19	Stormwater Runoff Control Concept	Length (Miles)	0.00		0	0	0	0		
6a.20	Other Drainage Tasks	LS			0	0	0	0		
6a.21	Drainage Design Documentation Report	Report	0		0	0	0	0		
		Exhibits	0		0	0	0	0	0	
6a.22	Drainage Quantities for EQ Report	LS	0		0	0	0	0		
6a.23	Cost Estimate	Engineer Estimate	1	Complex	8	0	0	8		
		LRE Updates	1	Complex	6	0	0	6		
6a.24	Technical or Modified Special Provisions	TSPs & MSPs	0		0	0	0	0		
Drainage Analysis Technical Subtotal					254	0	0	254	Please contact the Staff Hour Forms Manager below for further assistance. Ryan Buck, P.E. Project Management Support Engineer Ryan.Buck@dot.state.fl.us (850)414-4343	
6a.25	Quality Assurance/Quality Control	LS	1	5%	13	0	0	13		
6a.26	Supervision	LS	1	5%	13	0	0	13		
6a.27	Drainage Meetings (listed below)	Meetings	0		0	0	0	0		
		Travel Time			0	0	0	0		
6a.28	Field Reviews (listed below)	LS			0	0	0	0		
Drainage Analysis Non-Technical Subtotal					26	0	0	26		
6a.29	Coordination	%	1	3%	9	0	0	9		
Drainage Analysis Total					289	0	0	289		

Technical Meetings

Meetings Designer

Travel Time (Hours)

Meetings PM

Documentation

Base Clearance Water Elevation

0

0

0

Pond Siting

0

0

0

Agency

0

0

0

Local Governments (cities, counties)

0

0

0

FDOT Drainage

0

0

0

Utility Coordination

0

0

0

Other Meetings

0

0

0

Subtotal Technical Meetings

0

0

0

Progress Meetings (if required by FDOT)

0

0

Phase Review Meetings

0

0

Total Drainage Meetings

0

0

Field Reviews

of Staff

Site Time (per staff)

Travel Time (per staff)

Total Hours

Field Review #1

0

0

0

0

Field Review #2

0

0

0

0

Field Review #3

0

0

0

0

Field Review #4

0

0

0

0

Plans-in-Hand Field Review

0

0

0

0

Total Field Review Hours

0

Carries to Summary Tab

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6b.1	Drainage Map (Including Interchanges)	Length (Miles)	4.50	Simple	45	0	0	45	
6b.2	Bridge Hydraulics Recommendation Sheets	Bridges	0		0	0	0	0	
6b.3	Drainage Structures	Drainage Structures	0		0	0	0	0	
		Details	0		0	0	0	0	
6b.4	Lateral Ditches	Ditches	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	0
		Cross Section Alignments	0		0	0	0	0	0
6b.5	Retention/Detention/Floodplain Compensation Ponds	Ponds	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	0
		Cross Section Alignments	0		0	0	0	0	0
Drainage Plans Technical Subtotal					45	0	0	45	
6b.6	Quality Assurance/Quality Control	%	1	5%	3	0	0	3	
6b.7	Supervision	%	1	5%	3	0	0	3	
Drainage Plans Total					51	0	0	51	

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances						
8.1	Preliminary Project Research	LS	1	16	16	
Permits						
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	80	80	
8.2.3	Species Surveys	LS	1	40	40	
8.3	Agency Verification of Wetland Data	LS	1	8	8	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	60	60	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	40	40	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	40	40	
8.6	Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Regulatory Agency Support	LS	1	0	0	
8.13	Other Environmental Permits	LS	1	0	0	
Environmental Clearances, Reevaluations, and Technical Support						
8.14	Technical support to the Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.14.1	NEPA or SEIR Reevaluation	LS	1	4	4	
8.14.2	Archaeological and Historical Resources	LS	1	2	2	
8.14.3	Section 4(f), 6(f), and ARC	LS	1	2	2	
8.14.4	Wetland Impact Analysis	LS	1	4	4	
8.14.5	Essential Fish Habitat Impact Analysis	LS	1	2	2	
8.14.6	Protected Species and Habitat Impact Analysis	LS	1	4	4	
8.15	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.15.1	NEPA or SEIR Reevaluation	LS	1	2	2	
8.15.2	Archaeological and Historical Resources	LS	1	2	2	
8.15.3	Section 4(f), 6(f), and ARC	LS	1	2	2	
8.15.4	Wetland Impact Analysis	LS	1	4	4	
8.15.5	Essential Fish Habitat Impact Analysis	LS	1	4	4	
8.15.6	Protected Species and Habitat Impact Analysis	LS	1	4	4	
Contamination Analysis						
8.16	Contamination Impact Analysis	LS	1	4	4	
8.17	Asbestos Survey	LS	1	0	0	
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					324	
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	5%	5%	16	
8.20	Supervision	LS	3%	3%	10	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					26	
8.21	Coordination	LS	2%	2%	7	
8. Environmental Permits and Environmental Clearances Total					357	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0			0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 8.18

Carries to Tab 3

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	0	0	0	
19.2	No Passing Zone Study	LS	0	0	0	
19.3	Signing and Pavement Marking Master Design File	LS	1	30	30	
19.4	Multi-Post Sign Support Calculations	EA	4	4	16	
19.5	Sign Panel Design Analysis	EA	2	4	8	
19.6	Sign Lighting/Electrical Calculations	EA	1	2	2	
19.7	S&PM Quantities for EQ Report	Length (Miles)	0.00	Calculated Hours	0	
		Complexity				
		Interchanges Rest Areas	0	0		
19.8	Cost Estimate	LS	1	6	6	
19.9	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	
19.10	Other Signing and Pavement Marking	LS	1	20	20	
Signing and Pavement Marking Analysis Technical Subtotal					82	
19.11	Field Reviews	LS	1	6	6	
19.12	Technical Meetings	LS	1	4	4	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	4	
19.14	Independent Peer Review	LS	%	5%	4	
19.15	Supervision	LS	%	5%	4	
Signing and Pavement Marking Analysis Nontechnical Subtotal					22	
19.16	Coordination	LS	%	5%	5	
19. Signing and Pavement Marking Analysis Total					109	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0			0
Queue Length Analysis	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0		Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				0		Total Project Manager Meetings (carries to Tab 3)	0

Carries to 19.12

Carries to Tab 3

Project Activity 3: General Tasks

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Deering Park North Trail Phase 3
 County: Volusia
 FPN: 454363-1-34-01
 FAP No.: N/A

Consultant Name: England-Thims & Miller
 Consultant No.: enter consultants proj. number
 Date: 4/30/2025
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal	Senior Engineer	Engineer 1	Senior Designer	CADD Technician	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By	Salary Cost By	Average Rate Per
		\$399.09	\$273.28	\$187.42	\$149.67	\$113.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
3. Project Common and Project General Tasks	208	4	21	104	58	21	0	0	0	0	0	0	0	208	\$37,894	\$182.18
4. Roadway Analysis	915	18	92	458	256	92	0	0	0	0	0	0	0	916	\$166,935	\$182.24
5. Roadway Plans	282	6	28	141	79	28	0	0	0	0	0	0	0	282	\$51,479	\$182.55
6a. Drainage Analysis	261	5	26	131	73	26	0	0	0	0	0	0	0	261	\$47,534	\$182.12
6b. Drainage Plans	31	1	3	16	9	3	0	0	0	0	0	0	0	32	\$5,906	\$184.55
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits and Env. Clearances	357	7	36	179	100	36	0	0	0	0	0	0	0	358	\$65,238	\$182.23
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	109	2	11	55	31	11	0	0	0	0	0	0	0	110	\$20,002	\$181.84
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	2,163	43	217	1,084	606	217	0	0	0	0	0	0	0	2,167		
Total Staff Cost		\$17,160.87	\$59,301.76	\$203,163.28	\$90,700.02	\$24,662.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$394,987.98	\$182.27

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:																	\$394,987.98
OVERHEAD:																	\$0.00
OPERATING MARGIN:																	\$0.00
FCCM (Facilities Capital Cost Money):																	\$0.00
EXPENSES:																	\$0.00
Survey (Field - if by Prime)																	\$0.00
	0													4-person crew	\$	-	/ day
SUBTOTAL ESTIMATED FEE:																	\$394,987.98
Subconsultant: Survey																	\$27,685.00
Subconsultant: Geotech																	\$10,474.70
Subconsultant: SUE																	\$6,575.00
Subconsultant: Sub 4																	\$0.00
Subconsultant: Sub 5																	\$0.00
Subconsultant: Sub 6																	\$0.00
Subconsultant: Sub 7																	\$0.00
Subconsultant: Sub 8																	\$0.00
Subconsultant: Sub 9																	\$0.00
Subconsultant: Sub 10																	\$0.00
Subconsultant: Sub 11																	\$0.00
Subconsultant: Sub 12																	\$0.00
SUBTOTAL ESTIMATED FEE:																	\$439,722.68
Geotechnical Field and Lab Testing																	\$0.00
SUBTOTAL ESTIMATED FEE:																	\$439,722.68
Optional Services																	\$0.00
GRAND TOTAL ESTIMATED FEE:																	\$439,722.68

Project Activity 3: General Tasks

Estimator:						Deering Park North Trail 454363-1-34-01
Representing		Print Name		Signature / Date		
FDOT District						
Consultant Name						
NOTE: Signature Block is optional, per District preference						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	16	16	
3.1.2	Notifications	LS	1	8	8	
3.1.3	Preparing Mailing Lists	LS	1	8	8	
3.1.4	Median Modification Letters	LS	0	0	0	
3.1.5	Driveway Modification Letters	LS	0	0	0	
3.1.6	Newsletters	LS	1	20	20	
3.1.7	Renderings and Fly Throughs	LS	0	0	0	
3.1.8	PowerPoint Presentation	LS	1	12	12	
3.1.9	Public Meeting Preparations	LS	1	16	16	
3.1.10	Public Meeting Attendance/Followup	LS	1	16	16	
3.1.11	Other Agency Meetings	LS	1	4	4	
3.1.12	Web Site	LS	1	10	10	
3.1 Public Involvement Subtotal					110	
3.2	Joint Project Agreements	EA	1	8	8	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	12	12	
3.3.2	Estimated Quantities Report Preparation	Report	1	Calculated Hours 16	0	
		Components	0			
3.4	Contract Maintenance and Project Documentation	LS	1	16	16	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	20	20	
3.6	Prime Consultant Project Manager Meetings	LS	1	8	8	See listing below
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	20	20	
3.9	Digital Delivery	LS	1	6	6	
3.10	Risk Assessment Workshop	LS	1	8	8	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.11.1	Aeronautical Evaluation	LS	0	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					208	
3.6 - List of Project Manager Meetings						
		Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	0	
Drainage	EA	0	0	0	0	
Selective C&G	EA	0	0	0	0	
Utilities	EA	0	0	0	0	
Environmental	EA	0	0	0	0	
Structures	EA	0	0	0	0	
Signing & Pavement Marking	EA	0	0	0	0	
Signalization	EA	0	0	0	0	
Lighting	EA	0	0	0	0	
Landscape Architecture	EA	0	0	0	0	
Survey	EA	0	0	0	0	
Photogrammetry	EA	0	0	0	0	
ROW & Mapping	EA	0	0	0	0	
Terrestrial Mobile LIDAR	EA	0	0	0	0	
Architecture	EA	0	0	0	0	
Noise Barriers	EA	0	0	0	0	
ITS Analysis	EA	0	0	0	0	
Geotechnical	EA	0	0	0	0	
Progress Meetings	EA	0	0	0	0	
Phase Reviews	EA	0	0	0	0	
Field Reviews	EA	0	0	0	0	
Total Project Manager Meetings			0		0	Total PM Meeting Hours carries to Task 3.6 above

- Notes:**
1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
 2. Do not double count agency meetings between permitting agencies.
 3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D.

Estimator:		4. Roadway Analysis Staff Hours				Deering Park North Trail 454353-1-34-01				How to Use This Form	
Representing		Print Name				Signature / Date				Video Tutorials - Short Webinars for each Staff Hour Form	
FDOT District											
Consultant Name											
NOTE: Signature Block is optional, per District preference											
Task No.	Task	Project Parameter			Staff Hours				Documentation		
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.		
What is the overall project complexity? (See Roadway Guidelines)											
4.1	Typical Section Package	Cover	1	Mid	6	0	0	6	1. All items in RED font are for the user to edit cell. 2. All cells that are shaded in RED contain a drop down list for the user to make a selection. 3. Most "Project Parameter" cells will have a brief explanation of what should be inserted in the cell, this information is displayed by selecting a cell and hovering over that cell with your cursor. 4. All cells designed not to be edited by the user have been locked for the users convenience to avoid accidental edits of formulas, text, etc. If you recognize any errors in the locked cells, please contact the Staff Hour Forms Manager listed below.		
		Typical	3	2-Lane FS & Ramps	18	0	0	18			
		Typical	0	2-Lane C & Multi-Lane FS	0	0	0	0			
		Typical	0	1-LA w/ Barrier & Multi-Lane C	0	0	0	0			
4.2	Pavement Type Selection Report	Report	1	Simple	8	0	0	8			
4.3	Pavement Design Package	Report & Assembly	1	Mid	32	0	0	32			
		Pavt Designs	1	Travel/Aux. Lanes	8	0	0	8			
		Pavt Designs	0	Other Roads & Shoulders	0	0	0	0			
4.4	Cross Slope Analysis (lanes and shoulders)	X-Slope Assessment	0.00	Undivided Roadway	0	0	0	0			
		X-Slope Assessment	0.00	Divided Roadway	0	0	0	0			
		Concepts for Corrections	0		0	0	0	0			
4.5	Safety Analysis	HSM Assessment	0	Standard	0	0	0	0			
		Crash Analysis	0	Standard	0	0	0	0			
4.6	Design Analysis	Monitor Exist. Structures	0	Mid	0	0	0	0			
4.7	Operational Analysis	Access Management	2.65	Mid	22	0	0	22			
		Roundabout	0	1x1 Roundabout	0	0	0	0			
		Roundabout	0	1x2 Roundabout	0	0	0	0			
4.8	Design Reports	Roundabout	0	2x2 Roundabout	0	0	0	0			
		RRR	0	Standard	0	0	0	0			
		Other Reports			0	0	0	0			
4.9	Design Variations and Exceptions	Variation Memo	1		10	0	0	10			
		Formal Variation	0		0	0	0	0			
		Design Exception	0		0	0	0	0			
4.10	Master Design File Setup & Maintenance, Model Management Plan	LS	1	Mid	40	0	0	40			
4.11	Horizontal / Vertical Master Design Files	Mainline	0.00	Mid	0	0	0	0			
		Side Road & Ramps	0.00	Mid	0	0	0	0			
		Frontage Road	2.65	Mid	318	0	0	318			
		Mainline	0.00	Mid	0	0	0	0			
		Side Road & Ramps	0.00	Mid	0	0	0	0			
		Frontage Road	2.65	Mid	159	0	0	159			
4.12	TTCP Analysis	AMG Files	0	Mid	0	0	0	0			
		LS	1	Mid	40	0	0	40			
		Length (Phase-Miles)	1.00	Mid	32	0	0	32			
4.13	TTCP Master Design Files	Pedestrian	1	Standard	32	0	0	32			
		Locations	0		0	0	0	0			
4.14	Utility Data Collection & Analysis	Locations	0	Mid	0	0	0	0			
4.15	Roadway Quantities for EQ Report	LS	0	Mid	0	0	0	0			
		Length (Miles)	0.00	Mid	0	0	0	0			
		Interchanges	0		0	0	0	0			
4.16	TTCP Quantities for EQ Report	Rest Areas	0	Mid	0	0	0	0			
		Validation	0	Mid	0	0	0	0			
		Major Phases	3	Standard	27	0	0	27			
4.17	Cost Estimate	Engineer Estimate	3	Mid	36	0	0	36			
		LRE Updates	3	Mid	18	0	0	18			
4.18	Technical or Modified Special Provisions	TSPs & MSPs	0		0	0	0	0			
4.19	Other Roadway Tasks	Other Analysis			0	0	0	0			
Roadway Analysis Technical Subtotal					806	0	0	806	Please contact the Staff Hour Forms Manager below for further assistance. Ryan Buck, P.E. Project Management Support Engineer Ryan.Buck@dot.state.fl.us (850)414-4343		
4.20	Quality Assurance/Quality Control	LS	1	5%	41	0	0	41			
4.21	Supervision	LS	1	5%	41	0	0	41			
4.22	Roadway Meetings (listed below)	Meetings	0		0	0	0	0			
		Travel Time			0	0	0	0			
4.23	Field Reviews (listed below)	LS			0	0	0	0			
Roadway Analysis Non-Technical Subtotal					82	0	0	82			
4.24	Coordination	LS	1	3%	27	0	0	27			
4. Roadway Analysis Total					915	0	0	915			

Continued on Supplementary Tab

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Typical Section	0	0	0	
Pavement Design	0	0	0	
Access Management / Driveways	0	0	0	
15% Line and Grade	0	0	0	
RRR / ECAR Resolution	0	0	0	
Local Governments (cities, counties, MPO)	0	0	0	
Work Zone Traffic Control	0	0	0	
30/60/90/100% Comment Review Meetings	0	0	0	
Utility Coordination	0	0	0	
Other Meetings	0	0	0	
Subtotal Technical Meetings	0	0	0	
Progress Meetings (if required by FDOT)	0	0		
Phase Review Meetings	0	0		
Total Roadway Meetings	0	0		

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	0	0	0	0
Field Review #2	0	0	0	0
Field Review #3	0	0	0	0
Field Review #4	0	0	0	0
Plans-in-hand Field Review	0	0	0	0
Total Field Review Hours	0			0

5. Roadway Plans Staff Hours										Deering Park North Trail 454363-1-34-01	How to Use This Form
Representing		Print Name			Signature / Date				Video Tutorials - Short Webinars for each Staff Hour Form		
FDOT District											
Consultant Name											
NOTE: Signature Block is optional, per District preference											
Task No.	Task	Project Parameter			Staff Hours				Documentation		
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.		
What is the overall project complexity? (See Roadway Guidelines)											
5.1	Key Sheet		1	Mid	4	0	0	4			
	Signature Sheet		1		2	0	0	2			
5.2	Typical Section Sheets	Typical Sections w/ PACE	3		12	0	0	12			
		Typical Sections w/o PACE	0		0	0	0	0			
		Partial Sections	0		0	0	0	0			
5.3	Cross Slope Correction Details	Pavement Segments	0		0	0	0	0			
5.4	General Notes/Pay Item Notes		1	Standard	9	0	0	9			
5.5	Project Layout/Model Management		1		6	0	0	6			
5.6	Plan View (Plan Sheets)	Length (Miles)	2.65	Mid	69	0	0	69			
		Interchange	0		0	0	0	0			
		Roundabout	0		0	0	0	0			
5.7	Profile View (Plan/Profile Sheets)	Length (Miles)	0.00	Flush Shoulder	0	0	0	0			
		Length (Miles)	0.00	Curbed	0	0	0	0			
5.8	Special Profiles	Driveway Curb Return Intersection	0		0	0	0	0			
		RR Xing	0		0	0	0	0			
5.9	Sidewalk Profiles	Length (Miles)	2.65	Standard	93	0	0	93			
5.10	Interchange Layout Sheet	Interchange	0	Standard 2 Levels	0	0	0	0			
			0	Complex 3+ Levels	0	0	0	0			
5.11	Details	Ramp Terminal Intersection Layout	0		0	0	0	0			
		Special	1		10	0	0	10			
5.12	Soil Survey Sheets		1		2	0	0	2			
5.13	Cross Sections	Alignments	1		4	0	0	4			
5.14	Temporary Traffic Control Plan	TTC Notes	1		4	0	0	4			
		Length (Miles)	1.00	Mid	21	0	0	21			
		Critical Cross Sections	1		4	0	0	4			
		TTC Details	1		8	0	0	8			
5.15	Utility Adjustment Sheets	Length (Miles)	0.00	Complex	0	0	0	0			
5.16	Project Control Sheets		1		4	0	0	4			
5.17	Utility Verification Data (SUE)		1		4	0	0	4			
Roadway Plans Technical Hours Subtotal					256	0	0	256			
5.18	Quality Assurance/Quality Control	%	1	5%	13	0	0	13			
5.19	Supervision	%	1	5%	13	0	0	13			
Roadway Plans Total					282	0	0	282			

1. All items in RED font are for the user to edit cell.
2. All cells that are shaded in RED contain a drop down list for the user to make a selection.
3. Most "Project Parameter" cells will have a brief explanation of what should be inserted in the cell, this information is displayed by selecting a cell and hovering over that cell with your cursor.
4. All cells designed not to be edited by the user have been locked for the users convenience to avoid accidental edits of formulas, text, etc. If you recognize any errors in the locked cells, please contact the Staff Hour Forms Manager listed below.

Please contact the Staff Hour Forms Manager below for further assistance.
Ryan Buck, P.E.
Project Management Support Engineer
Ryan.Buck@dot.state.fl.us
850.414.4343

6a. Drainage Analysis Staff Hours										How to Use This Form
Representing		Print Name				Signature / Date				Video Tutorials - Short Webinars for each Staff Hour Form Calculated hours represent the expected effort to complete each task based on project parameters and should be considered a starting point for staff hour negotiations. The Consultant and Department staff must jointly determine the appropriate staff hours to fully cover the effort.
FDOT District										
Consultant Name										
NOTE: Signature Block is optional, per District preference										
Task No.	Task	Project Parameter			Staff Hours				Documentation	
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.	
6a.1	Base Clearance Analysis	Locations	1	Simple	4	0	0	4		
		Report	1	Simple	8	0	0	8		
6a.2	Hydroplaning Analysis	LS	0		0	0	0	0		
6a.3	Existing Permit Analysis	LS	1	Simple	4	0	0	4		
6a.4	Utility Conflict Matrix (for drainage structures)	LS	0		0	0	0	0		
6a.5	Noise Barrier Drainage Analysis	Wall Length (Miles)	0.00		0	0	0	0		
6a.6	Temporary Drainage Analysis	LS	0		0	0	0	0		
6a.7	Pond Siting Analysis and Report	Basins	0		0	0	0	0		
		Report	0		0	0	0	0		
6a.8	Analysis of Pipe Video Inspection Report	LS	0		0	0	0	0		
6a.9	Bridge Hydraulic Report (Canal Crossing or Ped Bridge)	Canal Xing or Ped Bridge	0		0	0	0	0		
		W/o Relief Bridges	0		0	0	0	0		
		With Relief Bridges	0		0	0	0	0		
		No-Rise	0		0	0	0	0		
	Bridge Hydraulic Report (Main Bridge, Non-Tidal)	W/o Relief Bridges	0		0	0	0	0		
		With Relief Bridges	0		0	0	0	0		
		No-Rise	0		0	0	0	0		
		Wave Modeling	Wave Modeling	0		0	0	0	0	
6a.10	Design of Minor Cross Drains	Cross Drains	23	Simple	161	0	0	161		
			0	Standard	0	0	0	0		
			0	Complex	0	0	0	0		
			0	Simple	0	0	0	0		
	Design of Major Cross Drains	Cross Drains	0	Standard	0	0	0	0		
			0	Complex	0	0	0	0		
			0	Simple	0	0	0	0		
			0	Standard	0	0	0	0		
6a.11	Design of Ditches and Side Drains	Ditches (Miles)	2.65	Simple	38	0	0	38		
			0.00	Standard	0	0	0	0		
			0.00	Complex	0	0	0	0		
		Side Drains	0		0	0	0	0		
6a.12	Design of Stormwater Management Facility	Ponds	0	Simple	0	0	0	0		
			0	Standard	0	0	0	0		
			0	Complex	0	0	0	0		
		Cells	0		0	0	0	0		
6a.13	Design of Floodplain Compensation	Basins	0		0	0	0	0		
6a.14	Design of Storm Drains	Drainage Structures	0		0	0	0	0		
		Non-Standard Structures	0		0	0	0	0		
6a.15	Optional Culvert Material	Drainage Pipes	0		0	0	0	0		
6a.16	Design of Trench Drains	Each	0		0	0	0	0		
6a.17	Design of French Drain Systems	Cell	0		0	0	0	0		
	Evaluation of Existing French Drain Systems	Cell	0		0	0	0	0		
6a.18	Design of Drainage Wells	Wells	0		0	0	0	0		
6a.19	Stormwater Runoff Control Concept	Length (Miles)	0.00		0	0	0	0		
6a.20	Other Drainage Tasks	LS	0		0	0	0	0		
		Report	0		0	0	0	0		
		Exhibits	0		0	0	0	0		
6a.21	Drainage Design Documentation Report	LS	0		0	0	0	0		
6a.22	Drainage Quantities for EQ Report	Engineer Estimate	1	Complex	8	0	0	8		
6a.23	Cost Estimate	LRE Updates	1	Complex	6	0	0	6		
6a.24	Technical or Modified Special Provisions	TSPs & MSPs	0		0	0	0	0		
Drainage Analysis Technical Subtotal					229	0	0	229		
6a.25	Quality Assurance/Quality Control	LS	1	5%	12	0	0	12		
6a.26	Supervision	LS	1	5%	12	0	0	12		
6a.27	Drainage Meetings (listed below)	Meetings	0		0	0	0	0		
		Travel Time			0	0	0	0		
6a.28	Field Reviews (listed below)	LS			0	0	0	0		
Drainage Analysis Non-Technical Subtotal					24	0	0	24		
6a.29	Coordination	%	1	3%	8	0	0	8		
Drainage Analysis Total					261	0	0	261		

Continue to Summary Tab

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Base Clearance Water Elevation	0	0	0	
Pond Siting	0	0	0	
Agency	0	0	0	
Local Governments (cities, counties)	0	0	0	
FDOT Drainage	0	0	0	
Utility Coordination	0	0	0	
Other Meetings	0	0	0	
Subtotal Technical Meetings	0	0	0	
Progress Meetings (if required by FDOT)	0	0		
Phase Review Meetings	0	0		
Total Drainage Meetings	0	0		

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	0	0	0	0
Field Review #2	0	0	0	0
Field Review #3	0	0	0	0
Field Review #4	0	0	0	0
Plan-in-hand Field Review	0	0	0	0
Total Field Review Hours				0

6b. Drainage Plans Staff Hours									
Estimator: _____									
Deering Park North Trail 454363-1-34-01									
Representing		Print Name				Signature / Date			
FDOT District									
Consultant Name									
NOTE: Signature Block is optional, per District preference									
Task No.	Task	Project Parameter			Staff Hours				Documentation Provide documentation when negotiated hours differ from the calculated hours.
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	
6b.1	Drainage Map (Including Interchanges)	Length (Miles)	2.65	Simple	27	0	0	27	
6b.2	Bridge Hydraulics Recommendation Sheets	Bridges	0		0	0	0	0	
6b.3	Drainage Structures	Drainage Structures	0		0	0	0	0	
		Details	0		0	0	0	0	
6b.4	Lateral Ditches	Ditches	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	0
		Cross Section Alignments	0		0	0	0	0	0
6b.5	Retention/Detention/Floodplain Compensation Ponds	Ponds	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	0
		Cross Section Alignments	0		0	0	0	0	0
Drainage Plans Technical Subtotal					27	0	0	27	
6b.6	Quality Assurance/Quality Control	%	1	5%	2	0	0	2	
6b.7	Supervision	%	1	5%	2	0	0	2	
Drainage Plans Total					31	0	0	31	

Project Activity 3: General Tasks

Estimator:

Deering Park North Trail
454363-1-34-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances						
8.1	Preliminary Project Research	LS	1	16	16	
Permits						
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	80	80	
8.2.3	Species Surveys	LS	1	40	40	
8.3	Agency Verification of Wetland Data	LS	1	8	8	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	60	60	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	40	40	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	40	40	
8.6	Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application					
8.6.1	Prepare and submit required documents for USCG coordination	LS	0	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	0	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	0	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	0	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	0	0	0	
8.10	Compensatory Mitigation Plan	LS	0	0	0	
8.11	Mitigation Coordination and Meetings	LS	0	0	0	
8.12	Regulatory Agency Support	LS	0	0	0	
8.13	Other Environmental Permits	LS	0	0	0	
Environmental Clearances, Reevaluations, and Technical Support						
8.14	Technical support to the Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.14.1	NEPA or SEIR Reevaluation	LS	1	4	4	
8.14.2	Archaeological and Historical Resources	LS	1	2	2	
8.14.3	Section 4(f), 6(f), and ARC	LS	1	2	2	
8.14.4	Wetland Impact Analysis	LS	1	4	4	
8.14.5	Essential Fish Habitat Impact Analysis	LS	1	2	2	
8.14.6	Protected Species and Habitat Impact Analysis	LS	1	4	4	
8.15	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.15.1	NEPA or SEIR Reevaluation	LS	1	2	2	
8.15.2	Archaeological and Historical Resources	LS	1	2	2	
8.15.3	Section 4(f), 6(f), and ARC	LS	1	2	2	
8.15.4	Wetland Impact Analysis	LS	1	4	4	
8.15.5	Essential Fish Habitat Impact Analysis	LS	1	4	4	
8.15.6	Protected Species and Habitat Impact Analysis	LS	1	4	4	
Contamination Analysis						
8.16	Contamination Impact Analysis	LS	1	4	4	
8.17	Asbestos Survey	LS	0	0	0	
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					324	
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	5%	5%	16	
8.20	Supervision	LS	3%	3%	10	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					26	
8.21	Coordination	LS	2%	2%	7	
8. Environmental Permits and Environmental Clearances Total					357	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0			0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0		Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--	--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--	--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 8.18

Carries to Tab 3

Project Activity 3: General Tasks

Estimator:

Deering Park North Trail
454363-1-34-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	0	0	0	
19.2	No Passing Zone Study	LS	0	0	0	
19.3	Signing and Pavement Marking Master Design File	LS	1	30	30	
19.4	Multi-Post Sign Support Calculations	EA	4	4	16	
19.5	Sign Panel Design Analysis	EA	2	4	8	
19.6	Sign Lighting/Electrical Calculations	EA	1	2	2	
19.7	S&PM Quantities for EQ Report	Length (Miles)	0.00	Calculated Hours	0	
		Complexity				
		Interchanges Rest Areas	0			
19.8	Cost Estimate	LS	1	6	6	
19.9	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	
19.10	Other Signing and Pavement Marking	LS	1	20	20	
Signing and Pavement Marking Analysis Technical Subtotal					82	
19.11	Field Reviews	LS	1	6	6	
19.12	Technical Meetings	LS	1	4	4	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	4	
19.14	Independent Peer Review	LS	%	5%	4	
19.15	Supervision	LS	%	5%	4	
Signing and Pavement Marking Analysis Nontechnical Subtotal					22	
19.16	Coordination	LS	%	5%	5	
19. Signing and Pavement Marking Analysis Total					109	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0			0
Queue Length Analysis	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0		Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				0		Total Project Manager Meetings (carries to Tab 3)	0

Carries to 19.12

Carries to Tab 3

**DEERING PARK
STEWARDSHIP DISTRICT**

8

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FPN: <u>454363-1-34-01</u>	Fund: <u>GRTR</u> Org Code: <u>55053010541</u>	FLAIR Category: <u>088849</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>79</u>	Contract No: _____	Vendor No: <u>F861857256001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Deering Park Stewardship District, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - ☒ Section 339.81 Florida Statutes , Florida Shared-use Nonmotorized (SUN) Trail Network Program , CSFA 55.038

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Deering Park North Trail from SR 442 at i-95, Edgewater, FL to SR 44 west of i-95, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before Septemeber 30, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$1,014,352 (One Million Fourteen Thousand and Three Hundred Fifty Two and No/100 Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,014,352 (One Million Fourteen Thousand and Three Hundred Fifty Two and No/100 Dollars) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

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contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

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- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
☐ shall
☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

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the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Deering Park Stewardship District

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 454363-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Deering Park Stewardship District (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Deering Park North Trail project is with the Deering Park Stewardship District (District). This SUNTrail project limits are from SR 442 at I-95, Edgewater, FL to SR 44 west of I-95, New Smyrna Beach, FL. Total length and mileage of project is about 7 miles.

This design project will be creating a new segment of the SUNTrail network that will serve residents of the City of Edgewater, City of New Smyrna Beach, Volusia County and visitors to the area, as part of a connected bicycle trail network. This segment will be designed to be 7 miles and designed in three phases. Phase 1 is 0.32 miles, Phase 2 is 4.3 miles and Phase 3 is 2.65 miles.

Phase 1 of the trail will begin as an extension to the existing trail that ends on the south side of SR 442, east of I-95 in the City of Edgewater. It will connect to the East Central Florida Rail Trail and extend west under the I-95 overpass.

Phase 2 & 3 of the trail will be designed to extend west of I-95 overpass, then turning north along the future Edgewater Wetland Park (just awarded DEP IRL Water Quality Improvement Grant) and then north to SR 44 in New Smyrna Beach while passing north through conservation easement areas within the Florida Wildlife Corridor.

All pedestrian facilities and amenities shall adhere to current Americans with Disabilities Act (ADA) standards. The design services shall include survey, subsurface utility exploration, and geotechnical work. Permitting, utility coordination, and transit coordination are anticipated. 25 acres of ROW will be provided by the landowner Farnton North LLC as an in-kind contribution to the project. The District (Recipient) shall design the project within the limits of the right of way or easements.

All three phases will be designed concurrently, however design of Phase 1 is paid for by developer and not part of this agreement.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate

permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter.

Required documents should be submitted via email to D5-SuntrailProgram@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) NTP is anticipated by June 15, 2025.
- b) 60% Plans Submittal to be completed by October 03, 2025
- c) 90% Plans Submittal to be completed by January 14, 2026
- d) 100% Plans Submittal to be completed by May 01, 2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Deering Park Stewardship District 2300 Glades Road #410W Boca Raton, FL 33431		FINANCIAL PROJECT NUMBER: 454363-1-34-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY: 2025	Maximum Department Participation (SUNTRAIL)	\$1,014,352.00	\$N/A	\$1,014,352.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$1,014,352.00 %	\$ 0.00 %	\$1,014,352.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$1,014,352.00	\$ 0.00	\$1,014,352.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Paul Schoelzel

District Grant Manager Name

Signature

Date

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

**State Project Title
and ALN Number:**

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Florida Shared-Use Nonmotorized (SUN) Trail Network Program,
CSFA 55.038

***Award Amount:** \$1,014,352.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

**DEERING PARK
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**DEERING PARK
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**DEERING PARK
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 220,304	\$ -	\$ -	\$ 220,304
Due from general fund	-	-	206,190	206,190
Total assets	<u>\$ 220,304</u>	<u>\$ -</u>	<u>\$ 206,190</u>	<u>\$ 426,494</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 8,105	\$ -	\$ 202,100	\$ 210,205
Due to Swallowtail	-	77,752	4,090	81,842
Due to Kolter	-	-	819,559	819,559
Due to capital projects fund	206,190	-	-	206,190
Accrued wages payable	600	-	-	600
Tax payable	138	-	-	138
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>221,033</u>	<u>77,752</u>	<u>1,025,749</u>	<u>1,324,534</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	-	-	202,100	202,100
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>202,100</u>	<u>202,100</u>
Fund balances:				
Restricted for:				
Debt service	-	(77,752)	-	(77,752)
Capital projects	-	-	(1,021,659)	(1,021,659)
Unassigned	(729)	-	-	(729)
Total fund balances	<u>(729)</u>	<u>(77,752)</u>	<u>(1,021,659)</u>	<u>(1,100,140)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 220,304</u>	<u>\$ -</u>	<u>\$ 206,190</u>	<u>\$ 426,494</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 8,751	\$ 30,144	\$ 176,508	17%
Total revenues	<u>8,751</u>	<u>30,144</u>	<u>176,508</u>	17%
EXPENDITURES				
Professional & administrative				
Supervisors	646	1,292	12,918	10%
Management/accounting/recording ¹	2,000	12,000	48,000	25%
Legal	829	3,807	30,000	13%
Engineering	-	1,015	3,500	29%
Audit ²	-	-	3,075	0%
Arbitrage rebate calculation ²	-	-	750	0%
Dissemination agent ³	-	-	1,000	0%
Trustee ²	-	-	6,500	0%
EMMA software service	-	-	1,500	0%
Debt service fund accounting: master bonds ³	-	-	7,500	0%
Postage	-	43	500	9%
Printing and binding	42	250	500	50%
Legal advertising	2,555	5,260	6,500	81%
Annual district filing fee	-	175	175	100%
Insurance - GL, POL	-	5,814	6,200	94%
Miscellaneous- bank charges	109	563	675	83%
Website:				
Hosting & updates	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,181</u>	<u>30,924</u>	<u>130,208</u>	24%
Field operations				
Landscape & irrigation maintenance	-	-	25,000	0%
Pond maintenance	-	-	14,000	0%
Fountain maintenance	-	-	800	0%
Pressure washing	-	-	2,500	0%
Electricity	-	-	4,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>46,300</u>	0%
Total expenditures	<u>6,181</u>	<u>30,924</u>	<u>176,508</u>	18%
Excess/(deficiency) of revenues over/(under) expenditures	2,570	(780)	-	
Fund balances - beginning	(3,299)	51	-	
Fund balances - ending	<u>\$ (729)</u>	<u>\$ (729)</u>	<u>\$ -</u>	

¹The \$2k monthly fee represents the charge for a semi-dormant CDD. Once bonds are issued this fee will revert back to \$4k per month.

²These items will be realized the year after the issuance of bonds.

³These items will be realized when bonds are issued.

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>2,284</u>
Total expenditures	<u>-</u>	<u>2,284</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,284)
Fund balances - beginning	<u>(77,752)</u>	<u>(75,468)</u>
Fund balances - ending	<u><u>\$ (77,752)</u></u>	<u><u>\$ (77,752)</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Wetland Park Grant	\$ -	\$ 4,090
Total revenues	<u>-</u>	<u>4,090</u>
EXPENDITURES		
Capital outlay - I-95 Interchange	-	11,460
Capital outlay - Wetland Park	<u>202,100</u>	<u>206,190</u>
Total expenditures	<u>202,100</u>	<u>217,650</u>
Excess/(deficiency) of revenues over/(under) expenditures	(202,100)	(213,560)
Fund balances - beginning	<u>(819,559)</u>	<u>(808,099)</u>
Fund balances - ending	<u><u>\$ (1,021,659)</u></u>	<u><u>\$ (1,021,659)</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT**

MINUTES

**MINUTES OF MEETING
DEERING PARK STEWARDSHIP DISTRICT**

The Board of Supervisors of the Deering Park Stewardship District held a Public Hearing and Regular Meeting on March 26, 2025 at 2:30 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams, Meeting ID: 211 642 283 095
Passcode: TZ7Ui9xL.

Present:

Glenn Storch
Robbie Lee
Joey Posey
James Boyd
William Fife

Chair
Vice Chair
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present:

Cindy Cerbone
Chris Conti
Andrew Kantarzhi
Jonathan Johnson (via telephone)
Chris Warshaw (via telephone)
Misty Taylor
David Fuechman (via telephone)
Helen Hutchens (via telephone)
Patrick Iler (via telephone)
Evan Wesselman (via telephone)
Ernie Cox (via telephone)

District Manager
Wrathell, Hunt and Associates LLC (WHA)
Wrathell, Hunt and Associates LLC (WHA)
District Counsel
District Engineer
Bond Counsel
Miami Corporation Management, LLC
Miami Corporation Management, LLC
Family Lands Remembered (FLR)
Family Lands Remembered (FLR)
Family Lands Remembered (FLR)

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 2:44 p.m., and stated the Oath of Office was administered to Mr. Glenn Storch prior to the meeting commencing.

All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Glenn Storch [SEAT 3] (the following to be provided in a separate package)

This item was addressed during the First Order of Business.

Ms. Cerbone stated that Mr. Storch is familiar with the following:

- A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1**
- B. Membership, Obligation and Responsibilities**
- C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers**

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-06, Electing and Removing Officers of the District and Providing for an Effective Date

Ms. Cerbone presented Resolution 2025-06. Mr. Storch nominated the following:

Glenn Storch	Chair
Robbie Lee	Vice Chair
Jim Boyd	Assistant Secretary
Joey Posey, Jr.	Assistant Secretary
Bill Fife	Assistant Secretary

The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Cindy Cerbone	Assistant Secretary
Andrew Kantarzhi	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, Resolution 2025-06, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-07, Ratifying the Actions of the District Manager and Chairman in Resetting and Noticing the Public Hearings on the Levy and Imposition of Special Assessments; Amending Resolution 2025-05 to Set the

Public Hearing Thereon; Providing a Severability Clause; and Providing an Effective Date

Ms. Cerbone presented Resolution 2025-07 and read the title.

On MOTION by Mr. Lee and seconded by Mr. Fife, with all in favor, Resolution 2025-07, Ratifying the Actions of the District Manager and Chairman in Resetting and Noticing the Public Hearings on the Levy and Imposition of Special Assessments; Amending Resolution 2025-05 to Set the Public Hearing Thereon; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements

A. Affidavit/Proof of Publication

This item was included for informational purposes.

B. Mailed Notice to Property Owner(s)

A Board Member noted that all the Mailed Notices are dated February 19, 2024, instead of February 19, 2025. Ms. Cerbone stated the certified mail receipts are all dated 2025 and asked District Counsel if that poses a problem. Mr. Johnson stated the legal requirement is the actual date of mailing so, to the extent that there is an error with the date on the correspondence, it does not have any legal impact on today's proceedings.

Ms. Cerbone stated that Item 6E is not a part of the documents related to this Public Hearing; therefore, it will be presented separately later in the meeting.

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, the Public Hearing was opened.

C. Supplemental Engineer's Report for DPSD JV1 #1 (for informational purposes)

Mr. Warshaw presented the Supplemental Engineer's Report for DPSD JV1 #1 and noted the following:

- This Supplement to the Master Engineer's Report covers the first phase of the first bond issuance.
- A few off-site improvements that are being included within this assessment to include the construction of the off-site area known as Lilly Hammock Road and Oak Hammock Road and the construction of Indian River Boulevard and Laurentian Boulevard.
- The calculated estimate for the improvements for the JV1 #1 project is \$93,798,000.
- The Engineer's Estimate is based on the unit count and development program, which is based on only the assessment area currently being proposed as part of this initial bond issuance.
- The Cost Estimate provided is only for infrastructure improvements that are for public use; anything that is private or for private use is not included.

Mr. Storch asked if there is a significant benefit to the initial residents of Deering Park Center and Deering Park North from the off-site improvements being proposed. Mr. Warshaw stated yes, the two off-site improvements provide public access to both bond assessment areas; therefore, they provide a significant public benefit to the assessment areas, both for access and from utilities.

In response to a question regarding if different dates and content of the Engineer's and Methodology Reports poses an issue, Mr. Johnson stated no; District Management and ETM were specifically asked to keep the Report dates consistent to make it easier to connect them if things change from the original Resolutions. Staff acknowledges and admits, on the record and in the meeting minutes, that the Reports were updated for the purposes of today's hearing; however, it is best to keep the dates the same, given the connection between the Resolutions.

D. Master Special Assessment Methodology Report for the Deering Park JV1 #1 (for informational purposes)

Ms. Cerbone presented the Master Special Assessment Methodology Report and noted the following:

- This Methodology Report references the Engineer's Report and the information therein, especially regarding the improvements, development program and financing program.
- The DPSD JV1 #1 Assessment Area encompasses approximately +/- 353.978 acres.
- The proposed master financing plan for the DPSD JV1 #1 Assessment Area provides for the issuance of the Bonds in the approximate principal amount of \$128,630,000 to finance \$93,798,000 in DPSD JV1 #1 Project costs.

Ms. Cerbone reviewed the types of bonds, assigning bond assessments, benefit allocation, amenities, lienability tests, True-Up Mechanism and the Appendix Tables and noted a calculation error in Table 3, which is already being corrected.

On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, the Public Hearing was closed.

E. Supplemental Special Assessment Methodology Report for the Deering Park JV1 #1

This item was presented separately after Item 6F.

F. Consideration of Resolution 2025-08, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170 and 197, Florida Statutes, and Chapter 2020-197, Laws of Florida; Confirming the District's Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Homeowners Associations, Property Owners Association and/or Governmental Entities; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date

Ms. Cerbone presented Resolution 2025-08 and read the title.

Mr. Boyd asked if a special assessed property can be transferred to an HOA or POA. Mr. Johnson stated it is possible for certain property owned by a property association, if it is dedicated to the benefit and use of the members of the association in a way that qualifies under the statute is exempt. If that were to be the case, then it would either have to be prepaid or it would flow back through the True-Up process. To the extent the property goes to a governmental entity, there is no choice but to pay it off unless the governmental entity consents to that assessment; there is a statute that allows certain governments, such as school boards or a City to consent to such a special assessment. In terms of the language, Staff is consistent with both options depending on which route it goes and the type of entity to which a property is conveyed.

Asked if the last sentence in Section 9, Page 7 of the Resolution will be amended to include “or to a POA or HOA” after “federal government”, Mr. Johnson stated the Resolution can be approved subject to adding that phrase.

On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, Resolution 2025-08, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170 and 197, Florida Statutes, and Chapter 2020-197, Laws of Florida; Confirming the District's Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Homeowners Associations, Property Owners Association and/or Governmental Entities; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date, subject to adding “or to a POA or HOA” in Section 9, Page 7, was adopted.

- **Supplemental Special Assessment Methodology Report for the Deering Park JV1 #1**
This Item, previously Item 6E, was presented out of order.

Ms. Cerbone presented the Supplemental Special Assessment Methodology Report for the Deering Park JV1 #1 and noted the following:

- This Supplemental Methodology is supposed to hone in on a more specific dollar amount.
- The District intends to issue an estimated \$20,690,000 in par amount of Special Assessment Revenue Bonds, Series 2025, to fund an estimated \$17,532,845 in costs.
- Additional improvements will be contributed to the District at no cost to the District under a Completion Agreement that will be entered into by the Developer and the District.

Asked how the \$17,532,000 amount was arrived at, Ms. Cerbone stated, between the development team, the bond underwriter and other professionals, there is usually target debt amounts that the combined group determines will be appropriate for the project. The Developer contribution is based on the difference between the debt level and the estimated improvement costs.

Ms. Cerbone presented the Appendix Tables and discussed the Financing Assumptions.

\$30,000,000 Aggregate Principal Amount of Deering Park Stewardship District Special Assessment Revenue Bonds (DPSD JV1 #1 Assessment Area), in One or More Series (the “Series 2025 Bonds”); Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2025 Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2025 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the Execution and Delivery of a Continuing Disclosure Agreement and the Appointment of a Dissemination Agent; Providing for the Application of Series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection With the Issuance, Sale and Delivery of the Series 2025 Bonds; Appointing a Trustee, Bond Registrar and Paying Agent; Providing for the Registration of the Series 2025 Bonds Pursuant to the DTC Book-Entry System; Determining Certain Details With Respect to the Series 2025 Bonds; and Providing an Effective Date

Ms. Taylor presented Resolution 2025-09, and highlighted the following:

- The parameters in this resolution are slightly different than those in the Preliminary Assessment Reports in that they are more inflated so that an emergency Board meeting does not have to be scheduled if something changes.

- The parameters were provided by the Bond Underwriter and provide Staff enough flexibility to authorize a bond issuance in a not-to-exceed \$30 million aggregate principal amount, although only the amount that the market dictates at the time will be issued.
- This Resolution approves various documents which will all be approved in substantial form, including the First Supplemental Trust Indenture, the Bond Purchase Contract (BPC), the Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement.
- The Resolution delegates authority to the Chair and Vice Chair to execute all documents to facilitate bond issuance and bond closing, in between meetings, and re-appoints the Trustee.

The following change was made to Exhibit A of Resolution 2025-09:

Throughout Exhibit A: Change “Forest Oaks Community Development District” to “Deering Park Stewardship District”

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, Resolution 2025-09, Authorizing the Issuance of Not to Exceed \$30,000,000 Aggregate Principal Amount of Deering Park Stewardship District Special Assessment Revenue Bonds (DPSD JV1 #1 Assessment Area), in One or More Series (the “Series 2025 Bonds”); Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2025 Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2025 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the Execution and Delivery of a Continuing Disclosure Agreement and the Appointment of a Dissemination Agent; Providing for the Application of Series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection With the Issuance, Sale and Delivery of the Series 2025 Bonds; Appointing a Trustee, Bond Registrar and Paying Agent; Providing for the Registration of the Series 2025 Bonds Pursuant to the DTC Book-Entry System; Determining Certain Details With Respect to the Series 2025 Bonds; and Providing an Effective Date, with the attached documents all in substantial form and/or amended, as necessary, was adopted.

Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date

Ms. Cerbone presented 2025-10 and read the title.

On MOTION by Mr. Lee and seconded by Mr. Fife, with all in favor, Resolution 2025-10, Designating a Date, Time, and Location of May 13, 2025 at 2:00 p.m., at 420 S. Nova Road, Daytona Beach, Florida 3211, for a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Project/Grant Updates

Mr. Iler reported the following:

A. Edgewater Wetland Park

The design-build team is testing the groundwater flow for the eventual Wetland Park and funding requests were submitted to the Florida Department of Protection (FDEP) for grant funds. The team will continue doing that going forward.

Mr. Warshaw stated the testing was completed; the results are favorable enough to make the overall system function within the design they will provide. The team transitioned from the testing phase to the design phase.

Asked when the construction will commence, Mr. Cox stated an answer will be provided at the next meeting. The CDD was awarded a grant for the Turnbull Hammock Water Quality Pilot Project, in the amount of \$1.52 million. Work on the Grant Agreement with the DEP will commence.

B. SR 442/I-95

Mr. Warshaw stated a community meeting for the I-95 design project is scheduled for tomorrow; the DOT asked the project team and the City to meet to ensure community involvement in the project.

Mr. Iler stated the I-95 project was split into individual components to seek funding for various parts of the project. The team recently submitted a \$4 million grant request to the Job Growth Grant Fund, with the Florida Department of Commerce, to fund the stormwater drainage of the interchange. Regarding the road widening portion, a \$1.4 million legislation appropriation request was submitted to the State House and State Senate and received communication from the DOT seeking a better understanding of the funding request; Mr. Cox will follow up with their representative tomorrow.

C. Deering Trail

Mr. Iler stated work is underway with the DPT Sun Trails Program on a grant funding to develop Phases 2 and 3 of the Deering Park Trail System. A Grant Agreement will likely be ready by May 1, 2025.

A Board Member stated the CDD has been helping the State with administering grants for several State needs and there is a lot of interest in what the District is doing, what the Landowner is doing, and the District partnering with the FDOT, FDEP, City and others, which the Florida Legislators greatly appreciate.

D. Turnbull Hammock Nutrient Reduction Project

An update was provided during Item 9A.

Ms. Cerbone stated the District has a Tri-party Agreement with the Landowner, in place with FLR, to provide consulting services, specific to the Edgewater Wetland Park, at no charge or for a minimal charge. She asked for approval to prepare an amendment to that Agreement to add in SR 442/I-95, Deering Trail and the Turnbull Hammock Nutrient Reduction Project.

On MOTION by Mr. Fife and seconded by Mr. Lee, with all in favor, authorizing District Staff to amend an existing a Tri-party Agreement to include SR 442/I-95, Deering Trail and the Turnbull Hammock Nutrient Reduction Projects and forward it to the applicable parties and authorizing the Chair or Vice Chair to execute between meetings, was approved.

TENTH ORDER OF BUSINESS**Ratification Items**

There were no ratification items.

ELEVENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of February 28, 2025**

On MOTION by Mr. Posey and seconded by Mr. Fife, with all in favor, the Unaudited Financial Statements as of February 28, 2025, were accepted.

TWELFTH ORDER OF BUSINESS

Approval of November 12, 2024 Regular Meeting Minutes

The following changes were made:

Line 23: Delete “Sean Stefan” and “Miami Corporation Management, LLC”

Line 24: Change “Barry” to “Berry”

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, the November 12, 2024 Regular Meeting Minutes, as amended, were approved.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: England-Thims & Miller, Inc.**

There were no reports from District Counsel or the District Engineer.

- C. District Manager: Wrathell, Hunt and Associates, LLC**

- **NEXT MEETING DATE: April 8, 2025 at 2:00 PM**
 - **QUORUM CHECK**

The April 8, 2025 meeting will be cancelled. The next meeting will be on May 13, 2025.

FOURTEENTH ORDER OF BUSINESS

Board Members’ Comments/Requests

There were no Board Members’ comments or requests.

FIFTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, the meeting adjourned at 3:59 p.m.

Secretary/Assistant Secretary

Chair/Vice Chair

**DEERING PARK
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**



April 18, 2025

Daphne Gillyard, Director of Admin. Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Cypress Bay West Community Development District
Deering Park Stewardship District
Emerald Lakes Community Development District
Malabar Springs Community Development District
Viera Stewardship District
Windward Preserve Community Development District

Dear Ms Gillyard:

I am writing in response to your request of April 5, 2025 for the number of registered voters within the aforementioned communities.

Please be advised our records indicate the number of registered voters as of April 15, 2025 are as follows:

Cypress Bay West Community Development District	214
Deering Park Stewardship District	0
Emerald Lakes Community Development District	0
Malabar Springs Community Development District	0
Viera Stewardship District	8,721
Windward Preserve Community Development District	0

If you need any additional information, or have any questions, please feel free to contact me at 321.290.8683.

Kind regards,

Tim Bobanic

TB/dy

Mailing Address

PO Box 410819
Melbourne, FL 32941-0819
Toll Free: (800) 579-4780

Supervisor of Elections - Titusville

400 South Street
Suite 1F
Titusville, FL 32780-7610
Telephone: (321) 264-6740
Fax: (321) 264-6741

Supervisor of Elections - Viera

2725 Judge Fran Jamieson Way
Building C, Suite 105
Viera, FL 32940-6605
Telephone: (321) 633-2124
Fax: (321) 633-2130

Supervisor of Elections - Melbourne

1515 Sarno Road
Building A
Melbourne, FL 32935-5293
Telephone: (321) 255-4455
Fax: (321) 255-4401

Supervisor of Elections – Palm Bay

450 Cogan Drive SE
Palm Bay, FL 32909-6869
Telephone: (321) 952-6328
Fax: (321) 952-6332

(321) 290-VOTE (8683)
VoteBrevard.gov



Lisa Lewis
Supervisor of Elections
County of Volusia

April 15, 2025

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Ste 410W
Boca Raton, Florida 33431

Re: Deering Park Stewardship

Dear Ms. Gillyard:

Please accept this letter regarding the number of registered voters within the boundaries of Deering Park Stewardship District. There are **two** registered voters in this district as of April 15, 2025.

Please feel free to contact my office should you have questions.

Regards,

Lisa Lewis
Supervisor of Elections

DEERING PARK STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2024 CANCELED INCLEMENT WEATHER	Regular Meeting	2:00 PM
November 5, 2024	Landowners' Meeting	1:00 PM
November 12, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_Njk2ODQ1NzEtNWJjNS00MDA1LTgzNTMtYjYmYWVmNGVjMzNk%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 230 126 082 825 - Passcode: 9yS3ea		
December 10, 2024 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmFmNjVjNjYtMDRINS00ZDY4LWI1OGItNjA0Y2NiYTMzOTcy%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 218 083 157 215 - Passcode: k3RuYz		
January 14, 2025 CANCELED	Public Hearing and Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzI0ZjMxNGEtMzdiMS00OGI5LTk1YTQzMzY5YmMyNDMwYzNI%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 213 112 422 397 - Passcode: CTxTML		
February 11, 2025 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_Yjg0YjNmMGEtZTY0Ni00YzI3LTllOWEtOTliYmM2MTU3NTRi%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 286 021 718 941 - Passcode: nixPvi		
March 11, 2025 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTE4Y2YzYzgtMWRIYy00Y2M2LTg2NmUtMGRhOTIjYjlkZjc2%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 260 646 485 123 - Passcode: RQfgaK		

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
March 26, 2025	Public Hearing and Regular Meeting <i>Assessment Hearing</i>	2:30 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzUxZDUzMzgtNTY5Mi00MmI5LWFIMDctMjAzNzc1Mzg3MTZj%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 211 642 283 095- Passcode: TZ7Ui9xL		
April 8, 2025 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWVhMmQzMGUtNDQxYS00ZGM1LTgxNTMtYjI1ZDAyYmJlYTVj%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 225 609 857 09 - Passcode: o4zFEg		
May 13, 2025	Public Hearing and Regular Meeting <i>Uniform Method Hearing and Presentation of FY2026 Proposed Budget</i>	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDM0OWM1Y2YtODQ2Ny00ZDFjLWFiMmEtZDM0OWM0ZGM0ZmEz%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 257 924 010 15 - Passcode: EBSJeh		
June 10, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODkyYmQ0Y2MtMTM4Zi00Njc1LWFiMmEtZDM0OWM0ZGM0ZmEz%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 219 992 426 698 - Passcode: sUd9oD		
July 8, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDQzZWRhNGQtOTliNC00YTg5LWFiOWYtNGIxNmQwNmM0YTU1%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 263 483 843 273 - Passcode: cJMFe9		
August 12, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmI5ZWNIjktNTY5Ny00ZDFjLWFiOWYtNGIxNmQwNmM0YTU1%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 221 087 084 094 - Passcode: dr2YoW		
September 9, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGQ0OGY1MjctNzMyMi00NzY1LWFiOWYtYjI1ZDAyYmJlYTVj%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d		

[4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d](#)

Meeting ID: 292 844 157 820 - Passcode: xLmz6e

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