



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
MARCH 4, 2024 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Wendell Raulerson, Greater Bethlehem Missionary Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. City of DeLand Super Star Students of the Month.
2. Promotion, Captain Juan Millan.
3. Introduction of Three (3) New Police Officers-Jennie Fiore, Jessica Hoffman, Wiley Garner.
4. Mud Dog Festival Update.

CONSENT AGENDA

1. Resolution Approving Sole Source Purchase City Works Enterprise Annual Software License Agreement.

Staff recommends the City Commission approve the Resolution authorizing the sole source purchase of the City Works Enterprise annual license agreement.
2. Resolution re Surplus Equipment.

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.
3. Consideration re Freese & Nichols Design Services, MLK Recreation Park Conceptual Plan.

Staff recommends that the City Commission approve Design Services to authorize Freese & Nichols to develop a conceptual plan for the 13 acre park located off of Martin Luther King Boulevard.
4. Consideration re CPH Agreement for Professional Services, Task Assignment No. 26 for Right-of-Way Permitting Assistance.

Staff recommends that the City Commission approve CPH Task Assignment No. 26 which includes assisting the City Staff to establish right-of-way permit application and process through Accela in the amount of \$14,956.00.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. Resolution Approving the Removal of One Historic Tree Located at Sperling Sports Complex, 1500 Matt Fair Boulevard.

The applicant, City of DeLand Parks and Recreation Department, has requested that one historic tree located at the Sperling Sports Complex be allowed to be removed.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

The DeLand City Commission holds its regular meetings on the first and third Mondays of each month at 7:00 p.m. in the DeLand City Commission Chambers, 120 South Florida Avenue, DeLand. Notice of special meetings, workshops, changes in dates, times or locations are provided by separate Public Notices, which are posted at City Hall and on the City's web site.

The City of DeLand may take action on any matter during this meeting, including items that are not set forth within this agenda.

Public participation is encouraged on any matter on the agenda. If you desire to be recognized by the Mayor, please fill out a Speaker's Card and present it to the City Clerk.

Minutes of the DeLand City Commission meetings are not transcribed verbatim. If any person decides to appeal a decision made by the City Commission with respect to any matter considered at a public meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made by a court reporter, at the person's own expense.

In accordance with the American Disabilities Act, persons needing a special accommodation in order to participate in the proceedings should notify the City Clerk's Office at least 48 hours in advance of the meeting: 626-7132.

Assisted Listening System receivers are available for the hearing impaired, and can be obtained from the City Clerk.

If you wish to obtain information regarding the City Commission's Agenda, please call the City Clerk's Office: 626-7132.

We respectfully request that all pagers and cell phones be turned OFF during City Commission meetings.

Electronic Information! City Commission agendas and short form minutes are now available on the City's web page: www.deland.org.



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: February 26, 2024

SUBJECT: City of DeLand Super Star Student of the Month -

For the March 4, 2024 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Adalynn Wright

Citrus Grove Elementary: Landon King

DeLand High School: Tramund Robinson

DeLand Middle School: Caiden Diaz

DeLand Preparatory Academy: Perla Lopez

Freedom Elementary: No Submission

George Marks Elementary: Summit Michaud

Southwestern Middle School: Romila Brown

St. Barnabas: Ella Nordman

St. Peter's Catholic School: Elle DeMarsh

Starke Elementary: No Submission

Stetson Baptist: No Submission

TOP Academy: Saliha Simpson

Woodward Avenue: No Submission

CITY OF DELAND
Request for Commission Action
March 4, 2024

SUBJECT: Resolution Approving Sole Source Purchase City Works Enterprise Annual Software License Agreement.

DEPARTMENT: Information Technology

PREPARED BY: Greg Whidden, IT Director

ATTACHMENTS: Resolution, CityWorks Renewal Quote, Sole Source Letter City Works

APPROVED BY: Michael Pleus, City Manager, February 28, 2024

SUMMARY/HIGHLIGHT:

The City Commission approved a four-year agreement with City Works Asset Management System in February 2017. This agreement expired in May 2021 and has been renewed annually thereafter. City Works is the Sole Source Provider of the City Works license and maintenance services. The City Works Asset Management System is used to manage City Assets and work orders in Public Works and Utilities and integrates into ArcGIS. In 2020, the Commission approved an Enterprise version which interfaces with our Utilities work order system and our water pipe inspection camera system, which allows for automation of mapping and scheduling of maintenance.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The annual license cost is \$69,451.20 for the City Works Enterprise Management System. There are funds included in the FY 23-24 Budget for this purchase.

RECOMMENDATION:

Staff recommends the City Commission approve the Resolution authorizing the sole source purchase of the City Works Enterprise annual license agreement.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF CITYWORKS ENTERPRISE ANNUAL SOFTWARE LICENSE AGREEMENT FROM AZTECA SYSTEMS, LLC – CITYWORKS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Azteca Systems, LLC is the sole source provider of Cityworks software license and maintenance services; and

WHEREAS, Cityworks Asset Management System is used to manage City assets and work orders in Public Works and Utilities Departments, as well as integrates into ArcGIS; and

WHEREAS, the IT Director has informed the City Commission that, to the best of his knowledge, Azteca Systems, LLC - City Works, is the sole authorized provider of City Works Enterprise annual software license agreement and there are no other vendors where the licenses and maintenance service can be purchased.

NOW, THEREFORE, IT IS RESOLVED BY THE COMMISSION OF THE CITY OF DELAND, FLORIDA, AS FOLLOWS:

Section 1. The City Commission hereby authorizes the sole source purchase of Cityworks Enterprise annual software License Agreement from Azteca Systems, LLC – Cityworks.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 4th day of March, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Contact Information

Contact Name:	Jessica Gray	Prepared By Name:	Jenn Miya
Customer:	Deland (FL), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	120 South Florida Ave. DeLand, FL 32720-5422	Prepared By Email:	jennifer_miya@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Premium	1.00	USD 69,451.20
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Operational Insights	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Citizen Engagement API	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Work Order API - Extended	1.00	USD 0.00
Inspection API	1.00	USD 0.00
Metrics API	1.00	USD 0.00
Storeroom API	1.00	USD 0.00
TOTAL:		USD 69,451.20

Notes

Year 1 Dollar Value

USD 69,451.20

Year 1 Date Range

5/15/2024 - 5/14/2025

Maintenance Start Date: 5/15/2024 Maintenance End Date: 5/14/2025

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

_____/_____/_____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

January 17, 2024

ATTN: Jessica Gray
IT Administrator Coordinator
City of Deland, FL
120 S Florida Avenue
DeLand, FL 32720

Re: Sole Source Letter

Dear Jessica,

Thank you for your interest in Cityworks (the "Offering").

This letter confirms that the Offering is a product, designed, created, and owned exclusively by Azteca Systems, LLC, a Trimble Company ("Trimble"). Within the United States of America, Trimble is the sole source provider of the Offering and related maintenance and support services.

Please feel free to contact the undersigned at George_Mastakas@trimble.com if you have any questions.

Sincerely,

DocuSigned by:

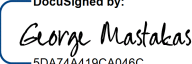
5DA74A419CA046C...
George Mastakas
Vice President
Azteca Systems, LLC, a Trimble company

Certificate Of Completion

Envelope Id: 466F5C467065453184283A273D75E87E	Status: Completed
Subject: Complete with DocuSign: Sole Source Letter_Cityworks_City of Deland_2024.01.17.docx	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Disabled	Carlos Abaunza
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	13450 W Sunrise Blvd
	Suite 600
	Sunrise, FL 33323
	cabaunza@e-builder.net
	IP Address: 24.206.68.170

Record Tracking

Status: Original	Holder: Carlos Abaunza	Location: DocuSign
1/17/2024 4:13:37 PM	cabaunza@e-builder.net	

Signer Events	Signature	Timestamp
George Mastakas george_mastakas@trimble.com VP, Local Government and Utilities Azteca Systems Holdings, LLC Security Level: Email, Account Authentication (None)	DocuSigned by:  5DA74A419CA046C... Signature Adoption: Pre-selected Style Using IP Address: 73.63.47.102	Sent: 1/17/2024 4:14:22 PM Viewed: 1/17/2024 4:36:26 PM Signed: 1/17/2024 4:36:34 PM

Electronic Record and Signature Disclosure:
Accepted: 1/17/2024 4:36:26 PM
ID: 7bc38fc6-d907-425a-a1bd-6b988d3c3060

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carlos Abaunza carlos_abaunza@Trimble.com Lead Counsel e-Builder, Inc. Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/17/2024 4:14:22 PM
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Electronic Record and Signature Disclosure:
Accepted: 1/17/2024 2:37:05 PM
ID: 7e6571e2-f4e5-4772-b7e5-a3184e898ee4

Jenn Miya jennifer_miya@trimble.com Sr. Revenue Operations Specialist Trimble, Inc. Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/17/2024 4:14:22 PM Viewed: 1/17/2024 4:20:50 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/17/2024 4:14:23 PM
Certified Delivered	Security Checked	1/17/2024 4:36:26 PM
Signing Complete	Security Checked	1/17/2024 4:36:34 PM
Completed	Security Checked	1/17/2024 4:36:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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- ii. send us an e-mail to jcaza@e-builder.net and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to

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CITY OF DELAND
Request for Commission Action
March 4, 2024

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julia Hewitt, Deputy City Clerk

ATTACHMENTS: Resolution, PW Memo, PD Memo

APPROVED BY: Michael Pleus, City Manager, February 28, 2024

SUMMARY/HIGHLIGHT:

The proposed Resolution declares certain equipment as surplus and authorizes the City Manager to dispose of same. Staff has indicated that the property is either obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proceeds from the sale of surplus equipment are included as revenue in the budget.

RECOMMENDATION:

It is recommended that the City Commission adopt the resolution declaring the equipment surplus and authorizing its disposal as set forth therein.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2024 –

A RESOLUTION BY THE CITY OF DELAND; FLORIDA, DECLARING CERTAIN PROPERTY SURPLUS; AUTHORIZING DISPOSAL OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the disposal of tangible surplus property is authorized by Section 274.06, Florida Statutes; and

WHEREAS, the City Commission hereby finds that the below property is either: obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable; and

WHEREAS, the City Commission hereby finds that it is in the best interests of the City to dispose of said surplus property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA:

Section 1. The following described property is hereby declared surplus, and the City Manager is hereby authorized to dispose of the surplus property in a manner provided by law and to remove the surplus property from the City's fixed assets:

<u>PUBLIC WORKS</u>	<u>VEHICLE #</u>	<u>MAKE/MODEL</u>	<u>VIN/SERIAL NO.</u>
<u>DEPT/ASSET NO.</u>	<u>CITY WORKS ID</u>		
143-N/A	143M15 & 143-MOW-015	JACOBSEN AHL	6330203011
148-N/A	148SPR3 & 148-SPR-003	AGREX 600LB	138467-A
143-N/A	143SPRY2 & 143-SPRY-002	JACOBSEN XP175	084082-21221200101
300AC-5	300AC5 & 300AC-5	SWEEPSTER LXD08	0937038
300AC-4	300AC4 & 300AC-4	SWEEPSTER LXD08	0931056
133-N/A	133CH50 & 133-CH-050	STIHL MS441C	184232903
106-5491	City Hall Christmas Tree	BALSAM N/A	N/A
204-N/A	204CCS2 & 204-CCS-02	HUSQVARNA K970	2022-1400132
134-N/A	134BL31 & 134-BL-031	STIHL BR600	515139317
204-N/A	204CS02 & 204-CS-02	HUSQVARNA K760	4200886
204-N/A	204CCS3 & 204-CCS-03	HUSQUARNA K870	2022-1400134
143-N/A	143HB002 & 143-HHB-002	STIHL BG56CE	521040979
148-N/A	148SPR3 & 148-SPR-003	AGREX 600LB	138467-A
132-5092	132TL4 & 132-TL-004	TRAIL KING TK70DGHT	1TKJ050265B050571
450-N/A	450MCTL3 & 450-MC-TL-3	AMP 720VTRW	5TCBE2023EH017113
450-N/A	450MCTL2 & 450-MC-TL-2	AMP TANDEM AXLE	5WKBE1625H1045914
134-N/A	134BL32 & 134-BL-032	STIHL BG56C	527087594
133-N/A	133CH33 & 133-CH-033	STIHL MS290	286839926
133-N/A	133CH35 & 133-CH-035	STIHL MS411/24	173879295
450-N/A	450MCTL1 & 450-MC-TL-1	HOMEMADE N/A	N/A
450-5769	450MC5 & 450-MC-005	KUBOTA ZD1011	12557
132-N/A	132S-PRESSER HIGHWAY HANDYMAN	48" USRA	061-2620

132-4673	131 & 1320131	DODGE	RAM 1500	1B7HF16Y31S195747
134-5583	188 & 1340188	JOHNSTONE	NORTH AMERICA	C201 SA92V32N0C4068878
450-5334	M104 & 450-MOW-104	KUT KWIK	SM38072D	53007
450-5437	163A & 450163A	FORD	F150	1FTMF1EF5CFC61001
131-5562	111A & 131111A	NISSAN	PATHFINDER	5N1AR2MM5FC629064
208-N/A	LIFT3 & 208-LIFT-003	JLG 26"	2630ES	200214415

<u>POLICE</u>	<u>VEHICLE #</u>	<u>MAKE/MODEL</u>	<u>VIN/SERIAL NO.</u>	<u>DEPT/ASSET</u>
<u>NO.</u>	<u>CITY WORKS ID</u>			

1226-5248	126-74	Toyota Camry	4T1BB46K59U090153
1226-5132	127-49	Ford Crown Victoria	2FAFP71W97X131012
1226-5138	126-28	Ford F150	1FTPF12V87NA54588

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of March, 2024.

ATTEST:

Christopher M. Cloudman
Mayor-Commissioner

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



Memorandum

Date: January 22, 2024

To: Julia Hewitt, City Clerk

From: Ray Underwood, Public Works Director

RE: Surplus Vehicles/Equipment

Listed below are vehicles/equipment that I would like to surplus

DEPT&ASSET	VEHICLE# & CW ID	MAKE	MODEL	VIN/SERIAL #
143-N/A	143M15 & 143-MOW-015	JACOBSEN	AHL	6330203011
148-N/A	148SPR3 & 148-SPR-003	AGREX	600LB	138467-A
143-N/A	143SPRY2 & 143-SPRY-002	JACOBSEN	XP175	084082-21221200101
300AC-5	300AC5 & 300AC-5	SWEEPSTER	LXD08	0937038
300AC-4	300AC4 & 300AC-4	SWEEPSTER	LXD08	0931056
133-N/A	133CH50 & 133-CH-050	STIHL	MS441C	184232903
106-5491	CITY HALL OLD CHRISTMAS TREE	BALSAM HILL	N/A	N/A
204-N/A	204CCS2 & 204-CCS-02	HUSQVARNA	K970	2022-1400132
134-N/A	134BL31 & 134-BL-031	STIHL	BR600	515139317
204-N/A	204CS02 & 204-CS-02	HUSQVARNA	K760	4200886
204-N/A	204CCS3 & 204-CCS-03	HUSQUARNA	K870	2022-1400134
143-N/A	143HB002 & 143-HHB-002	STIHL	BG56CE	521040979
148-N/A	148SPR3 & 148-SPR-003	AGREX	600LB	138467-A
132-5092	132TL4 & 132-TL-004	TRAIL KING	TK70DGHT -502	1TKJ050265B050571
450-N/A	450MCTL3 & 450-MC-TL-3	AMP	720VTRW	5TCBE2023EH017113
450-N/A	450MCTL2 & 450-MC-TL-2	AMP	TANDEM AXLE	5WKBE1625H1045914
134-N/A	134BL32 & 134-BL-032	STIHL	BG56C	527087594
133-N/A	133CH33 & 133-CH-033	STIHL	MS290	286839926
133-N/A	133CH35 & 133-CH-035	STIHL	MS411/24	173879295
450-N/A	450MCTL1 & 450-MC-TL-1	HOMEMADE	N/A	N/A
450-5769	450MC5 & 450-MC-005	KUBOTA	ZD1011	12557
132-N/A	132S-PRESSER	HIGHWAY HANDYMAN	48" USRA	061-2620
132-4673	131 & 1320131	DODGE	RAM 1500	1B7HF16Y31S195747
134-5583	188 & 1340188	JOHNSTONE NORTHAMER	C201 83C09461	SA92V32N0C4068878
450-5334	M104 & 450-MOW-104	KUT KWIK	SM38072D	53007
450-5437	163A & 450163A	FORD	F150	1FTMF1EF5CFC61001



City of DeLand Public Works

131-5562	111A & 131111A	NISSAN	PATHFINDER	5N1AR2MM5FC629064
208-N/A	LIFT3 & 208-LIFT-003	JLG 26"	2630ES	200214415

Per the recommendation of Jeff Malik, Fleet Superintendent, these vehicles/equipment's have outlived the usefulness, and were not offered to outside departments. Please proceed with surplus with the above listed items.

Please contact me if you should have any questions.

RU/SW

cc: Ruth Victor

Sandra Karlovich

Mindy Considine

Mike Grebosz



DeLand Police Department

Jason D. Umberger
Chief of Police



TO: Julia Hewitt, Deputy City Clerk

FROM: Jason D. Umberger, Chief of Police

JDU 2/8/24

SUBJECT: Surplus of Vehicle

DATE: January 31, 2024

Listed below is City equipment we are requesting to surplus as we have received their replacements. These vehicles are already at the Fleet Department.

Vehicle	Dept.	Asset #	Make/Model	VIN Number
126-74	1226	5248	Toyota Camry	4T1BB46K59U090153
127-49	1226	5132	Ford Crown Victoria	2FAFP71W97X131012
126-28	1226	5238	Ford F150	1FTPF12V87NA54588

CITY OF DELAND
Request for Commission Action
March 4, 2024

SUBJECT: Consideration re Freese & Nichols Design Services, MLK Recreation Park Conceptual Plan.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Freese and Nichols Design Services

APPROVED BY: Michael Pleus, City Manager, February 28, 2024

SUMMARY/HIGHLIGHT:

In 2006, St. Joe donated to the City, as required by their Development of Regional Impact (DRI), a 13-acre parcel of undeveloped land located on the west side of CR 4101 (Dr. Martin L. King Jr. Beltway), north of Taylor Road, adjacent to the Victoria Trails development. This parcel was intended to be for parks and recreation.

A conceptual plan is needed to plan for the facilities to be constructed, estimate costs and develop a financing program. This plan will include a 300' synthetic baseball field, a synthetic multi-purpose field, combined restroom facility with integrated concession area, a pedestrian exercise trail /walking path with fitness stations, parking, and lighting for the sports field and vehicular/pedestrian areas. Secondary program elements include interactive water features like splash pad, pickle ball courts and disc golf course.

The subject task assignment includes preliminary conceptual park plan development which includes two preliminary conceptual park plans (Phase 1). Once a preliminary conceptual park plan is selected, the consultant will finalize the selected conceptual park plan (Phase 2). A significant part of the planning effort (Phase 2) will include topographic, boundary and tree surveys, wetland survey, geotechnical engineering report and environmental services report.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This task order will cost \$120,536 which have been included in the Capital Fund for FY 23/24.

RECOMMENDATION:

Staff recommends that the City Commission approve Design Services to authorize Freese & Nichols to develop a conceptual plan for the 13 acre park located off of Martin Luther King Boulevard.

BACKGROUND/DISCUSSION:

The attached proposal has been provided by Freese & Nichols which has performed a number of recreation projects for other municipalities in the past and was recently awarded a Continuing Professional Services contract for Civil Engineering and Utility Engineering services.

CITY OF DELAND
MLK 13-ACRE RECREATIONAL PARK PRELIMINARY AND FINAL CONCEPT PLAN DEVELOPMENT
SCOPE OF SERVICES – PROFESSIONAL DESIGN SERVICES

It is agreed that Freese and Nichols (FNI) shall provide the services enumerated in attached overall project scope of work related to consulting services for City of DeLand, Florida (CLIENT) as described below. The term of this Task Order will be from the date this Task Order is approved by the CLIENT to completion of all services outlined within this scope of work.

PROJECT UNDERSTANDING

The CLIENT requests FNI to prepare Two (2) Conceptual Park Plans (CPP) relating to the development of a 13-acres active recreational park facility. These CPP will be considered Phase 1 of this Task Order and will provide for the general outline of the elements listed below within the Conceptual Park Plan Development. The program elements within these CCP's to be considered per City of DeLand staff are the following:

Primary Program Elements: a 300' synthetic baseball field, a synthetic multi-purpose field, combined restroom facility with integrated concession area, and a pedestrian exercise trail/walking path with fitness stations.

Secondary Program Elements: Interactive water features (splash pad), pickle ball courts and disc golf course.

Supporting Project Elements: A gated entrance off of Martin Luther King, Jr. Blvd; vehicular circulation throughout the property with associated parking for approximately 150-175 spaces and associated Handicap Parking requirements, pedestrian/bicycle circulation (sidewalks/paths, etc.), appropriate site lighting for the sports fields and vehicular/pedestrian areas, and signage and markings.

The concept plans will also include ingress/egress to the site including improvements to Martin Luther King, Jr. Blvd. improvements. The concept plans will include site utilities (potable water, fire protection and sanitary sewer) as well as stormwater system components.

Phase 2 of the Conceptual Park Plan Development will be to finalize the CPP that will be selected by City Staff and develop schematic level documents of the various components. This effort will include the collection of supporting services that will be necessary to prepare the schematic plans as well as to be used in the further development of the construction documents. The development of the construction documents is not included within this Task Order and will be developed under a subsequent Task Order.

GENERAL SCOPE OF SERVICES

FNI shall render the following professional services in connection with the development of the Project. The project is summarized by the following tasks:

PHASE 1 will include the following:

- Task 1 -- Project Management/Coordination and Quality Assurance/Control
- Task 2 – Preliminary Conceptual Park Plan Development
- Task 3 – Permit Coordination

- Task 4 - Preliminary Opinion of Probable Cost
- Task 5 – Project Meetings

PHASE 2 will include the following:

- Task 6 -- Project Management/Coordination and Quality Assurance/Control
- Task 7 – Supporting Professional Services
- Task 8 – Final Park Plan Schematic Development
- Task 9 – Final Opinion of Probable Cost
- Task 10 – Project Meetings

Task 1 and Task 6: Project Management/Coordination

FNI will develop project management and administration documents needed for project execution that will include project set-up, project schedule, QA/QC plan, file systems and will conduct an internal kick-off meeting with the design team. These services will be provided for both Phase 1 and Phase 2.

FNI will prepare and submit monthly invoices to the CLIENT for payment. FNI will also prepare and submit monthly status reports to the CLIENT with each invoice. Monthly status reports will comprise a one-page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved. An updated progress schedule will be provided with the monthly report.

FNI's project manager will direct and coordinate FNI for completion of required tasks, deliverables, scheduling, and QA/QC management.

Task 1 and Task 6 - Project Management Deliverables:

- Monthly status report with action and decision log (.pdf format)
- Schedule updates with the monthly report and at design review meetings

Phase 1 – Task 2 - Preliminary Conceptual Park Plan Development

FNI, in close coordination with CLIENT, will utilize past documents previously developed for this 13-acre parcel for the development of the two (2) Preliminary Conceptual Park Plan (PCPP) sets and one (1) Final Conceptual Park Plan inclusive of the following:

1. **Overall Preliminary Conceptual Plan** – Preparation of overall preliminary conceptual plan that will identify the location of all the park features and elements for the various major components.
2. **Conceptual Preliminary Site Layout Plan** – Preparation of preliminary site layout plan that will identify the location of all the park features and elements along with general site dimensions for the various major components for feasibility and useability of the park amenities.
3. **Conceptual Preliminary Offsite Layout Plan** – Preparation of preliminary offsite layout plan that will identify the location of all the offsite roadway improvements associated with Martin Luther King, Jr. Blvd. including general site dimensions including general signage and pavement markings.
4. **Conceptual Preliminary Overall Utility Plan** – Preparation of preliminary overall utility plan that will identify the location of all the utility features of the proposed utility systems along with general dimensions for the various major components for feasibility. As part of this plan development, FNI will prepare a preliminary load calculation for the site lighting, field lighting and other future electrical elements within the conceptual plan. Power company coordination

will follow to verify if electrical service is available to accommodate the conceptual power load identified within the preliminary calculations.

5. **Conceptual Preliminary Stormwater Management Plan** – Preparation of preliminary stormwater management plan that will identify the location of all the stormwater features and how they integrate within the overall park plan including type, location, size, discharge location, and green infrastructure components for the various major components for feasibility.

Task 2 Deliverables (PDF Format):

- Two (2) Preliminary Conceptual Park Plan sets
- Preliminary Conceptual Park Electrical Load Calculations

Task 3 – Permit Coordination

Freese and Nichols will research the permitting requirements that will be associated with the development of this 13-acre park project within the City of DeLand. This research will include the determination of the permitting needs from the following agencies:

- Florida Department of Environmental Protection – Utility Permitting
- St. Johns River Water Management District – Stormwater Permitting
- St. Johns River Water Management District – Environmental Permitting
- County of Volusia Right of Way Use Permit – Right of Way Permitting

Time under this effort will involve a face-to-face meeting with Volusia County to discuss the potential design elements for MLK Beltway. A TEAMS meeting with SJRWMD staff to determine permit requirements for stormwater and environmental areas of design. Other research will involve the FDEP and VCHD to clarify permit needs and acceptable approaches and content to permit submittals to help align the project for future design plan approval.

Task 3 Deliverables:

- Written Summary of Permitting requirements, timeline, and associated cost as well as permit content for each agency.

Task 4 – Preliminary Opinion of Probable Cost

Preparation of the Preliminary Opinion of Probable Construction Cost (OPCC) for the PCPP following the program elements and using vendor cost estimates as well as industry accepted unit pricing based on current market conditions.

Task 4 Deliverables (PDF Format):

- One (1) Preliminary Opinion of Probable Construction Cost (OPCC)

Task 5 and Task 10 – Client Project Meetings

Project Meetings – FNI will participate in project meetings to inform the CLIENT of the progress, issues, and recommendations. FNI will prepare agenda, meeting materials, meeting minutes, and action/decision logs for each meeting, and distribute these items to all meeting attendees.

These meetings include:

- a. A Project Kick-Off Meeting will be held with the CLIENT and FNI project team to discuss the overall project approach, introduce key team members, schedule, data requests, and to establish lines of communication.

- b. Review meetings include one (1) meeting with the CLIENT and the FNI team at the Preliminary Conceptual Park Plan review stage for the selection of the approved CCP.
- c. Review meetings include one (1) meeting with the CLIENT and the FNI team at the Final Park Plan review stage for the final review and acceptance of the project.

Task 5 and Task 10 Deliverables:

N/A

Phase 2: Final Conceptual Park Plan Development

FNI, in close coordination with CLIENT, will utilize the previously selected Preliminary Conceptual Park Plan for further enhancement of the design to a schematic level of this 13-acre parcel. This phase of the project will include the following services (some previously noted services are associated with both phases):

Task 7 – Supporting Professional Services

Under this task, FNI will engage professional subconsultants for the purpose of data collection and the creation of base files for the use during the schematic design. Though the conceptual level of design will allow the City to examine the various site alternatives using available site data and public domain information, the supporting professional services will provide a higher level of confidence in the final schematic design and that the concept chosen by the City will function as intended on the 13-acre parcel. The professional services that will be provided are the following:

- Site Boundary Survey
- Site Topographic Survey
- Site Tree Survey
- Underground Utility Engineering (SUE) as necessary
- Geotechnical Engineering
- Environmental Services (Habitat & Wetland, Gopher Tortoise and Scrub Jay Surveys)

Task 7 Deliverables (PDF and CAD Format):

- One Site Boundary Survey
- One Site Topographic Survey
- One Site Tree Survey
- One Site Wetland Survey
- One Geotechnical Engineering Report
- One Environmental Services Report

Task 8 - Final Conceptual Park Plan

Preparation of Final Conceptual Park Plan (FCPP) following the review of the two (2) conceptual park plans with city staff and incorporation of any city comments. This plan will identify the location of all the final park features and elements for the various major components as noted under Task 2 above. The FCPP will be fully rendered, and overall plans developed to a schematic level and will be utilized as the basis for design for subsequent construction document development.

Task 8 Deliverables (PDF Format):

- One (1) Final Conceptual Park Plan

Task 9 - Final Cost Estimate

Preparation of the Final Opinion of Probable Construction Cost (OPCC) for the FCPP following review and input from city staff and incorporation of all comments.

Task 9 Deliverables (PDF Format):

- One (1) Final Opinion of Probably Construction Cost (OPCC)

ADDITIONAL SERVICES

Any services performed by FNI that are not included in the Basic Services described above are considered Additional Services. Additional Services will only be performed if requested and authorized by the County as set forth in the Continuing Professional Service Agreement. Potential Additional Services may include, but not be limited to:

1. Additional design and/or plan revisions beyond what is outlined above.
2. Additional Meetings and/or Travel beyond what is outlined above.
3. Renderings beyond what is outlined above.
4. As-Builts / Record Drawings
5. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
6. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, environmental permitting assistance, and other assistance required to address environmental issues.
7. Services required to resolve bid protests or to rebid the projects for any reason.
8. Providing basic or additional services on an accelerated time schedule. The scope of this service includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the County.
9. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
10. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this Task Order.
11. Project Permitting includes complete application and/or exemption request submittal.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this Task Order and estimates the work included in this task order will be completed in accordance with the following schedule:

Task	Calendar Days
Task 1 and Task 5 - Project Management/Coordination	On-going
Task 2 – Preliminary Conceptual Park Plan (PCPP)	60 days from Notice to Proceed (NTP)
Task 3 – Permit Coordination	30 days from NTP
Task 4 – Preliminary Opinion of Probable Cost	Concurrent with completion of Preliminary Conceptual Park Plan
Task 5 and Task 10 – Project Meetings	On-going
Task 7 – Supporting Professional Services	80 days from NTP

Task 8 – Final Conceptual Park Plan (FCPP)	30 days following PCPP City review meeting and completion of Task 6
Task 9 – Opinion of Probable Cost	10 days following FCPP completion

*Note: The above schedule assumes several activities being performed concurrently and is only related to Consultant's time to complete each task only and does not include CLIENT, City, regulatory agencies and/or other parties review time necessary to complete the project.

COMPENSATION

For performance of the services described in this Scope of Services, the CLIENT will compensate FNI in the lump sum amount of **\$120,536.00** for Tasks 1 through 10 as shown in the table below, including on-going project management and meetings. FNI will be paid for services performed per task as set forth herein, covering the work-in-progress expressed as a percentage of the total cost of the service and work required for each task involved.

	Description	Cost
Task No. 1 and Task 6	Project Management/Coordination	\$7,860.00
Task No. 2	Preliminary Conceptual Park Plan	\$21,444.00
Task No. 3	Permit Coordination	\$1,874.00
Task 4	Preliminary Opinion of Probable Cost	\$3,734.00
Task No. 5 and Task 10	Project Meetings	\$4,132.00
	Total Phase 1 Services:	\$39,044.00
Task 7	Support Professional Services	\$70,132.00
Task 8	Final Conceptual Park Plan	\$7,626.00
Task 9	Opinion of Probable Cost	\$3,734.00
	Total Phase 2 Services:	\$81,492.00
Lump Sum Total:		\$120,536.00

ACCEPTANCE

BY ACCEPTANCE OF THIS PROPOSAL FROM FNI TO THE CITY OF DELAND, THE CITY ACCEPTS THE PROVISIONS OF THIS TASK ORDER AND AUTHORIZE FNI TO PROCEED AT THE DIRECTION OF THE CLIENT'S REPRESENTATIVE IN ACCORDANCE WITH THE "SCOPE OF SERVICES" AS OF THE DATE APPROVED BELOW.

Attest:

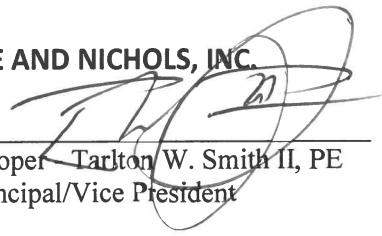


ATTEST:

Printed Name: DAVID BENNETT, PE,
Title: PRINCIPAL / VICE - PRESIDENT
Authorized Signatory of Entity

FREESE AND NICHOLS, INC.

By:



Tarlton W. Smith II, PE
Principal/Vice President

ATTEST:

Julie A. Hennessy, MMC
City Clerk- Auditor

CITY OF DELAND

By:

Chris Cloudman, Commissioner-Mayor

Date: _____

Dated this __ day of ____, 2024.

Attachment:

Castle Bay Design Studio Proposal
Southeastern Surveying and Mapping, Inc. Proposal
Meskel Engineering, Inc. Proposal
Environmental Proposal

City of DeLand - MLK 13 Ac. Recreational Park Plan Development 1/22/2024 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 120,536
	Special Services	\$ -
	Total Project	\$ 120,536

[illegible]

City of DeLand - MLK 13 Ac. Recreational Park Plan Development 1/22/2024 Detailed Cost Breakdown					Project Fee Summary										
					Basic Services		120,536								
					Special Services		-								
					Total Project		120,536								
Tasks					Expenses										
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Expense Effort
1	1	PM / Production		Project Management											\$ -
	1	PM / Production		Internal kickoff meeting	8										\$ -
	1	PM / Production		Periodic internal meetings											\$ -
	1	PM / Production		Maintain and monitor scope / schedule / budget	2										\$ -
	1	PM / Production		One Page Reports / Periodic client communication	4										\$ -
	1	PM / Production		Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator)	4										\$ -
	1	PM / Production		Project Closeout	1										\$ -
															\$ -
	1	Quality Control		Quality Management											\$ -
	1	Quality Control		Develop quality management plan	1										\$ -
	1	SA / QA		Senior Advisor	2										\$ -
	1	Quality Control		Quality Control reviews	8										\$ -
	1	SA / QA		Quality Assurance reviews	4										\$ -
															\$ -
1		PM / Production		Preliminary Conceptual Plan Development											\$ -
	2	PM / Production		Conceptual Park Plan Development	72										\$ -
															\$ -
1	3	PM / Production		Permit Coordination	10										\$ -
															\$ -
	4	PM / Production		Preliminary Opinion of Probable Cost	18										\$ -
															\$ -
1	4	PM / Production		Client Project Meetings	12										\$ -
															\$ -
2	6	PM / Production		Site Survey											\$ -
				Boundary											\$ -
				Wetland											\$ -
				Topographic											\$ -
				Tree											\$ -
				Subsurface Utility Designation											\$ -
				Geotechnical Engineering Services											\$ -
				Environmental Survey Services	4										\$ -
															\$ -
2	7	PM / Production		Final Conceptual Park Plan	24										\$ -
															\$ -
2	8	PM / Production		Final Opinion of Probable Cost	18										\$ -
															\$ -
															\$ -
															\$ -
															\$ -
															\$ -
Total Hours / Quantity					192	-	-	-	-	-	-	-	-	-	
Total Effort					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of DeLand - MLK 13 Ac. Recreational Park Plan Development 1/22/2024 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services		120,536
	Special Services		-
	Total Project		120,536

Tasks					Subconsultants										Total		
Phase	Task	Activity	Basic or Special	Task Description	Castle Bay Design Studio	Southeastern Surveying and Mapping, Inc.	Meskel Engineering	Ecowild Consulting Group	Sub Name 5	Sub Name 6	Sub Name 7	Sub Name 8	Sub Name 9	Sub Name 10	Total Sub Effort	Total Effort	
1	1	PM / Production		Project Management											\$ -	\$ -	
		1	PM / Production		Internal kickoff meeting										\$ -	\$ 1,702	
		1	PM / Production		Periodic internal meetings										\$ -	\$ -	
		1	PM / Production		Maintain and monitor scope / schedule / budget										\$ -	\$ 570	
		1	PM / Production		One Page Reports / Periodic client communication										\$ -	\$ 1,140	
		1	PM / Production		Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator)										\$ -	\$ 700	
		1	PM / Production		Project Closeout										\$ -	\$ 285	
															\$ -	\$ -	
		1	Quality Control		Quality Management											\$ -	\$ -
		1	Quality Control		Develop quality management plan											\$ -	\$ 285
		1	SA / QA		Senior Advisor											\$ -	\$ 350
		1	Quality Control		Quality Control reviews											\$ -	\$ 2,128
		1	SA / QA		Quality Assurance reviews											\$ -	\$ 700
																\$ -	\$ -
1		PM / Production		Preliminary Conceptual Plan Development											\$ -	\$ -	
		2	PM / Production		Conceptual Park Plan Development	6,800									\$ 6,800	\$ 21,444	
															\$ -	\$ -	
	1	3	PM / Production		Permit Coordination										\$ -	\$ 1,874	
															\$ -	\$ -	
		4	PM / Production		Preliminary Opinion of Probable Cost										\$ -	\$ 3,734	
															\$ -	\$ -	
	1	4	PM / Production		Client Project Meetings	1,200									\$ 1,200	\$ 4,132	
															\$ -	\$ -	
	2	6	PM / Production		Site Survey										\$ -	\$ -	
					Boundary		7,944								\$ 7,944	\$ 7,944	
					Wetland		4,809								\$ 4,809	\$ 4,809	
					Topographic		15,249								\$ 15,249	\$ 15,249	
					Tree		9,889								\$ 9,889	\$ 9,889	
				Subsurface Utility Designation		4,603								\$ 4,603	\$ 4,603		
				Geotechnical Engineering Services			11,700							\$ 11,700	\$ 11,700		
				Environmental Survey Services				14,950						\$ 14,950	\$ 15,938		
														\$ -	\$ -		
2	7	PM / Production		Final Conceptual Park Plan	3,500										\$ 3,500	\$ 7,626	
														\$ -	\$ -		
2	8	PM / Production		Final Opinion of Probable Cost											\$ -	\$ 3,734	
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December 12, 2023

Curtis Burkett, P.E.
Freese and Nichols, Inc.
4 Office Park Drive, Pod 3
Palm Coast, FL 32137

Re: **City of DeLand MLK Park - Professional Landscape Architecture Services**

Dear Curtis,

We appreciate the opportunity for **Castle Bay Design Studio** (“Castle Bay”) to provide **Freese and Nichols, Inc.** (“Client”) with the following scope of professional services for the conceptual design of a public park on a ~13 acre parcel on MLK Ave. in DeLand, FL.

PROJECT UNDERSTANDING

The Client has requested Castle Bay study, analyze and conceptualize a public park per the city of DeLand program requirements discussed during a project kick-off meeting on November 20, 2023.

SCOPE OF SERVICES

Task 1: Conceptual Park Plan

Castle Bay will prepare a minimum of two Conceptual Park Plan (CPP) layouts inclusive of:

1. **Primary Program Elements** - Per City of DeLand staff, the park shall primarily feature a 300’ synthetic turf baseball field, a synthetic turf multipurpose field, a pedestrian trail with fitness stations, and a restroom facility with an integrated concession area.
2. **Secondary Program Elements** - Where possible/practical, additional program elements will be considered during the conceptual design process including the potential inclusion of an interactive water feature (“splash pad”), pickle ball courts, and disc golf course.
3. **Vehicular Circulation & Parking** - Inclusion of a gated entrance off MLK Ave., vehicular circulation throughout the property, conceptual layout of a vehicular parking area with a capacity of approximately 150-175 spaces, and pedestrian/bicycle circulation (i.e. sidewalks, paths, etc.) as it relates to external connections into the park as well as internal circulation throughout the park.
4. **Future/Potential Community Center** – Conceptual layout of a future/potential 35k square-foot community center.

Task 2: CPP Review Meeting

Once an initial CPP has been prepared, Castle Bay will meet once with the Client and the City of DeLand to review, discuss and solicit any comments necessary to identify a preferred direction for the design of the park.

Task 3: Final CPP & ROM

Once all comments have been received from the CPP Review Meeting outlined above in Task 2, Castle Bay will synthesize the comments and feedback received and revise the CPP as necessary to arrive at a Final Conceptual Park Plan. This Final CPP will be fully rendered and utilized as the basis of design for subsequent construction documentation efforts.

Additionally, once the Final CPP has been prepared, Castle Bay will prepare a Rough Order of Magnitude (ROM) outlining potential park construction costs.

FEE SCHEDULE

Castle Bay will perform the services outlined above for the following fee:

Task	Description	Fee
1	Conceptual Park Plan	\$6,800
2	CPP Review Meeting	\$1,200
3	Final CPP & ROM	\$3,500
	TOTAL LUMP SUM	\$11,500

Castle Bay will perform the services in Tasks 1-3 above for the Total Lump Sum Fee noted above. The Total Lump Sum Fee is based on the anticipated level of effort Castle Bay expects the completion of the tasks to require. Lump Sum fees will be invoiced monthly based upon the overall percentage of services performed.

ADDITIONAL SERVICES

Any services not specifically outlined above will be billed as additional services and performed at current hourly rates. Additional services may include, but are not limited to, the following:

- Additional CPP revisions beyond what is outlined in Task 1 above
- Meetings and/or travel beyond what is specifically mentioned above
- Renderings

INFORMATION PROVIDED BY CLIENT

The following information, upon which Castle Bay may rely, will be provided to Castle Bay by the Client:

- Survey prepared by Licensed Surveyor for the project parcels inclusive of boundaries, topography, above and below ground utilities, and existing vegetation.
- Any funding and/or grant-required park design requirements prior to project commencement.



December 22, 2023

VIA EMAIL: Curtis.Burkett@freese.com

Mr. Curtis Burkett, PE LEED AP
Freese & Nichols, Inc.
4 Office Park Drive, Pod 3
Palm Coast, FL 32137
P. 386-453-1028

RE: City of DeLand - 13 AC. Park Project
E Taylor Road and Dr. Martin Luther King Jr. Beltway, DeLand, FL 32724 | Parcel ALT KEY: 6701563
Section 23, Township 17 South, Range 30 East, Volusia County, Florida

Dear Mr. Burkett,

PROJECT STATEMENT: We are pleased to submit our *revised* proposal for Surveying Services and Utility Services on the above-referenced project. It is our understanding that Freese & Nichols, Inc. requires a Wetland, Tree, Boundary, and Topographic Survey with Subsurface Utility Designation and Verification (Test Holes) to support the design of the City of DeLand - 13 AC. Park Project. We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

OPTIONAL: TASK I – Boundary Survey

Provide a Boundary Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Establish the location of all boundary corners and reset any missing corners.
2. Review title work if provided by the client and add any pertinent information to the final drawing.
3. Locate all improvements and utilities within the subject parcel and to the nearest edge of pavement of adjoining Dr. Martin Luther King Junior Beltway, as evidenced by above-ground features or if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.

OPTIONAL: TASK II – Wetlands Survey

1. Locate wetlands line as flagged by the client Environmental Consultant if required.
2. Locate soil borings as established by the client's Geotechnical consultant if required.

OPTIONAL: TASK III – Topographic Survey

Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Locate all improvements and utilities, as evidenced by above-ground features or if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Establish a minimum of **two (2)** site benchmarks.
4. Topographic coverage will be limited to the subject parcel plus 10 feet and the full Right-of-Way of adjoining Dr. Martin Luther King Junior Beltway.

OPTIONAL: TASK IV – Tree Survey

1. Locate all trees within the subject parcel having a DBH (diameter at breast height of six (6) inches and larger.

TASK I-IV DELIVERABLE

The final product will be **three (3)** certified copies and an AutoCAD Civil 3D DWG.

OPTIONAL: TASK V – Subsurface Utility Designation

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation as shown outlined in **red** on the attached **Exhibit “B”**.

OPTIONAL: TASK V DELIVERABLE

The final product will be a field drafted plan sheet or utility designation field sketch(s) of the project area reflecting all pertinent data for your use.

OPTIONAL: TASK VI – Subsurface Utility Verification (Test Holes)

2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
3. Expose the subject utilities by using non-destructive vacuum excavation methods at specific locations as indicated on plan sheet(s) provided or marked by client in the field.
4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

OPTIONAL: TASK VI DELIVERABLE

The final product will be test hole reports/sketches of the project area reflecting all pertinent data for your use.

DELIVERY

All documents will be sent to the client or the client’s representative(s) via USPS. If overnight shipping is requested or required by the client or the client’s representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client’s overnight carrier account number for shipping.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then-contracted hourly rates as provided for in **Exhibit A**.

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

UTILITY TERMS AND CONDITIONS

It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Freese & Nichols, Inc. will make available all plans and utility records that have been obtained for this site. However, the information provided by Freese & Nichols, Inc. is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Freese & Nichols, Inc. if there are any patently or reasonably identifiable defects in the documents.

Freese & Nichols, Inc. is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Freese & Nichols, Inc.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Freese & Nichols, Inc.

PROJECT TIMELINE:

We anticipate the completion of the above-described work **ten (10) weeks** after receipt of an approved permit and a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

OPTIONAL: TASK I – Boundary Survey: \$ 7,944.40

OPTIONAL: TASK II – Wetlands Survey: \$ 4,808.50

OPTIONAL: TASK III – Topographic Survey: \$ 15,248.50

OPTIONAL: TASK IV- Tree Survey: \$ 9,889.00

OPTIONAL: TASK V – Subsurface Utility Designation: \$ 4,603.20

OPTIONAL: TASK VI – Test Holes

\$514.50 Dirt/Each

\$585.70 Asphalt/Concrete/Each

M.O.T. (SSMC):

\$318.30 per Sidewalk Closure | Day Rate

\$424.40 per Sidewalk Closure | Night Rate

\$987.80 per Lane Closure | Day Rate

\$1,200.00 per Lane Closure | Night Rate

Permitting (If required):

\$129.50 per hour + Cost of Permit

PAYMENT TERMS:

Payment is expected within thirty (30) days from the date of the invoice.

PAYMENT OPTIONS

SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

We look forward to the opportunity to work with you on this project.

Sincerely,



Jesse R. Hodapp, PSM.
Survey Project Manager

JRH.dcw

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

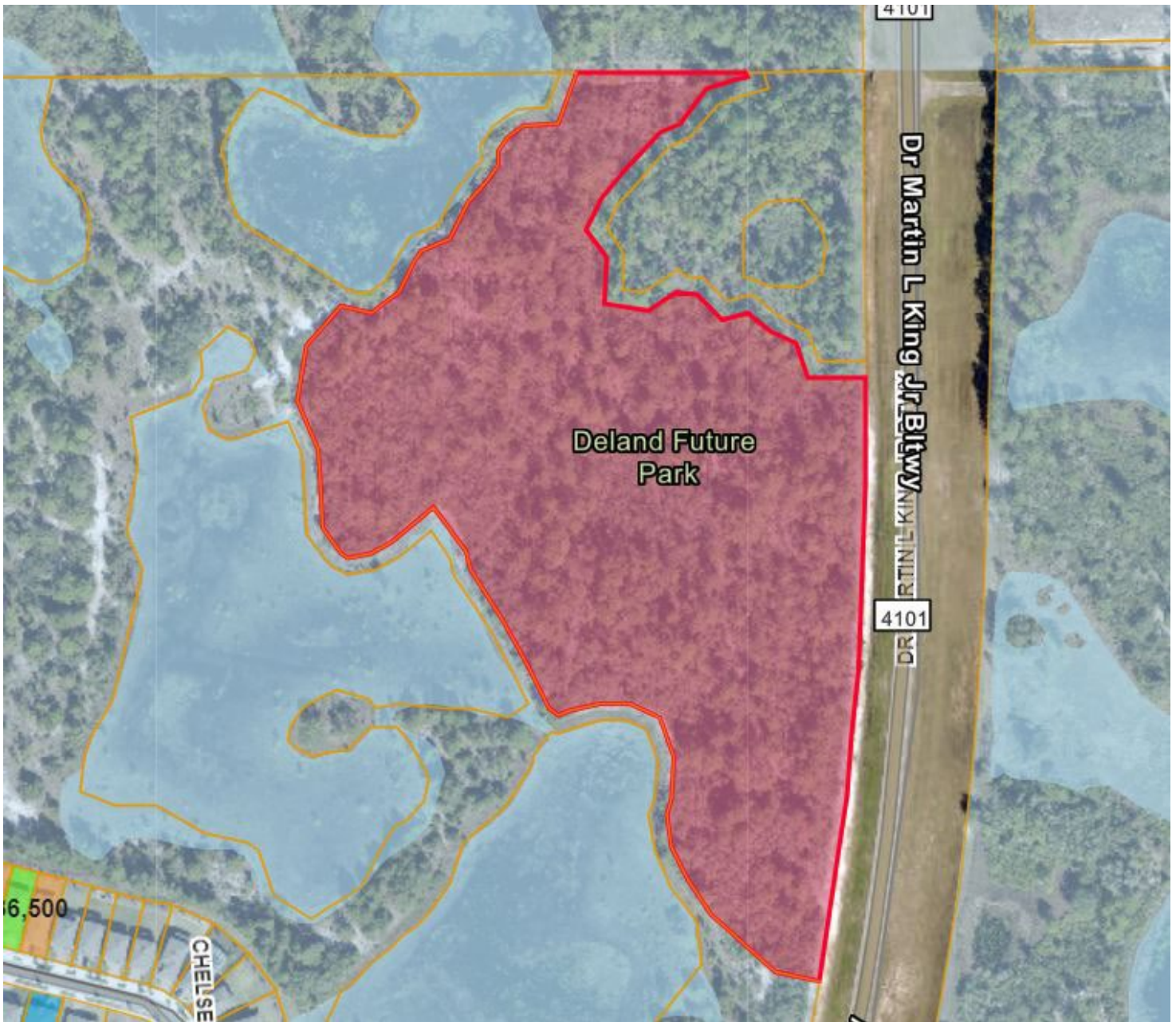
Title (if any)

EXHIBIT "A"

RFQ # 23-01

Professional Surveyor & Mapper	\$172.00/per hour
Project Manager (Survey)	\$172.00/per hour
Project Manager (SUE)	\$172.00/per hour
Senior Technician (Survey)	\$129.50/per hour
Senior Technician (SUE)	\$129.50/per hour
CAD Technician	\$114.70/per hour
2 Person Survey Field Crew	\$173.00/per hour
3 Person Survey Field Crew	\$227.20/per hour
4 Person Survey Field Crew	\$281.20/per hour
2 Person SUE Field Crew	\$210.20/per hour
3 Person SUE Field Crew	\$292.90/per hour

EXHIBIT "B"
PROJECT LIMITS



GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

FEE QUOTATION PROPOSAL

Project Name: City of DeLand - 13 AC. Park Project

Date: December 22, 2023

Contract: City of Deland Rates - RFQ #23-01

Name of Firm: Southeastern Surveying and Mapping Corporation

Activity	Senior Surveyor		Surveyor & Mapper		Senior Technician		CADD Technician		2-Man Survey Crew		3-Man Survey Crew		Activity Fee Total
	Hrly Rate: \$172.00		Hrly Rate: \$172.00		Hrly Rate: \$129.50		Hrly Rate: \$114.70		Hrly Rate: \$173.00		Hrly Rate: \$227.20		
	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	
Task I Boundary	2	\$ 344.00	3	\$ 516.00	4	\$ 518.00	12	\$ 1,376.40	30	\$ 5,190.00			\$ 7,944.40
Task II Wetlands	1	\$ 172.00	2	\$ 344.00	2	\$ 259.00	5	\$ 573.50	20	\$ 3,460.00			\$ 4,808.50
Task III Topographic	4	\$ 688.00	5	\$ 860.00	8	\$ 1,036.00	35	\$ 4,014.50	50	\$ 8,650.00			\$ 15,248.50
Task IV Tree	2	\$ 344.00	3	\$ 516.00	3	\$ 388.50	15	\$ 1,720.50	40	\$ 6,920.00			\$ 9,889.00
Total Hours	9		13		17		67		140				

Lump Sum Fee Breakdown

Senior Surveyor	\$ 1,548.00
Surveyor & Mapper	\$ 2,236.00
Senior Technician	\$ 2,201.50
CADD Technician	\$ 7,684.90
2-Man Survey Crew	\$ 24,220.00
3-Man Survey Crew	
Additional Fees	
Additional Fees	
Additional Fees	
Lump Sum Fee Total	\$ 37,890.40

FEE QUOTATION PROPOSAL

Project Name: City of DeLand - 13 AC. Park Project Date: December 22, 2023

Contract: RFQ # 23-01 Name of Firm: Southeastern Surveying and Mapping Corporation

Activity	Project Manager		Senior Technician		2 Person SUE crew		3 Person SUE crew		Clerical		CAD Technician		Misc.			Vacuum Excavation		Activity Fee Total
	Hrly Rate:	\$172.00	Hrly Rate:	\$129.50	Hrly Rate:	\$210.20	Hrly Rate:	\$292.90	Hrly Rate:	\$76.50	Hrly Rate:	\$114.70	Quantity	Fee	Total	Quantity	Rate Per Hole	
	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee						
Utility Designation	3	\$ 516.00	5	\$ 647.50	16	\$ 3,363.20			1	\$ 76.50					\$ -			\$ 4,603.20
															\$ -			
															\$ -			
															\$ -			
															\$ -			
															\$ -			
															\$ -			
															\$ -			
															\$ -			
2 Person Test Hole/ Dirt																		
2 Person Test Hole/ Asphalt/ Concrete																		
3 Person Test Hole/ Dirt																		
3 Person Test Hole/ Asphalt/ Concrete																		
Total Hours	3		5		16				1		0		0			0		

Lump Sum Fee Breakdown	
Project Manager	\$ 516.00
Senior Technician	\$ 647.50
2 Person SUE crew	\$ 3,363.20
3 Person SUE crew	
Clerical	\$ 76.50
CAD Technician	\$ -
Misc.	\$ -
Vacuum Excavation	
Additional Fees	
Additional Fees	
Additional Fees	
Lump Sum Fee Total	\$ 4,603.20



January 5, 2024



Mr. Curtis R. Burkett, PE, LEED AP
Freese and Nichols, Inc.
4 Office Park Drive, Pod 3
Palm Coast, FL 32137

Subject: Proposal for Preliminary Geotechnical Exploration and Engineering Services
City of DeLand Recreational Facility
Volusia County, Florida
MAE Proposal No. 240002

Dear Mr. Burkett:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project.

We understand from electronic correspondence received from you on December 22, 2023, that a new Recreational Facility will be located on a 13 acre parcel of land located within the City of DeLand. The site is on MLK Beltway between to existing subdivisions is in conceptual stage and it is located west of MLK Beltway. We were also provided with the following documents for review and reference:

- Location Map
- MLK Park Concept Plan presentation by CPH for the city when the park was going to include a multi-purpose gym/administration office facility, which is no longer within the park program.
- CPH Report.
- MLK2 – Utility Request Map – existing utilities along MLK, which appears to only be a 12-inch potable water main.

We understand the overall deliverable for this stage of the project is to provide the City with 2 Concept Plans. The planned construction will include play fields, walking and exercise paths and hardscapes (pavements, ball courts), plus a concession stand/restroom building and field lighting. The objective of this preliminary geotechnical exploration is to provide site and subsurface information to evaluate the shallow subsurface conditions for the presence of any shallow deleterious soils that may affect the proposed construction. Based on the provided information, we propose the following field services:

Test Location	Test No. & Type	Test Depth ft below ground surface
Across the Site	20 Auger Borings	6

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the property Owner. Once the Auger borings are complete, they will be backfilled with soil cuttings.

The recovered soil samples will be described in the field by the field crew. The field boring logs and



3728 Philips Highway, Suite 208, Jacksonville, Florida 32207

p. 904.519.6990

www.MeskelEngineering.com

Page | 1

recovered soil samples will be delivered to our laboratory where the logs will be reviewed, and the samples classified, by a geotechnical engineer. All samples will be classified using the AASHTO Soil Classification System. Laboratory classification and index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility. A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration, and provide an engineering evaluation of the shallow subsurface conditions encountered at the boring locations. The results of the exploration and evaluation will be documented in a report that will include the following:

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used and the results obtained,
- The encountered subsurface conditions, including shallow subsurface profiles, measured groundwater levels (if encountered), and estimated geotechnical engineering properties, as necessary,
- An estimate of the Seasonal High Groundwater Level at the site, and
- A preliminary geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction.

Based on the scope of the services outlined above, we propose to complete our work for a lump sum fee of **\$11,700.00**. This fee is valid for 90 days following the date of this proposal. This fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of \$50 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

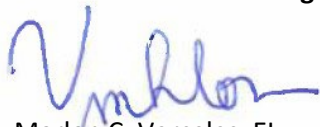
A returned copy of the attached authorization sheet will authorize our work. Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made a part of this proposal.

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within one to 2 weeks once the utilities have been marked and located. We anticipate that the field work will take 3 days to complete. Laboratory testing will take up to 4 days depending on the amount of lab testing assigned. We expect to submit our geotechnical report 2 weeks after completion of the field and laboratory testing.

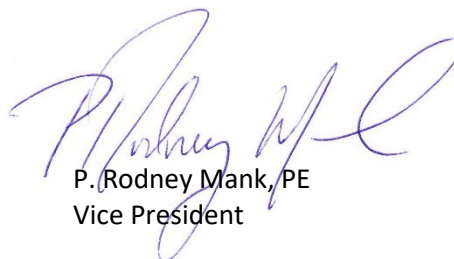
We appreciate this opportunity to provide this proposal for your project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact us.

Sincerely,

Meskel & Associates Engineering, PLLC



Marlon C. Verceles, EI
Staff Engineer



P. Rodney Mank, PE
Vice President

Distribution: Mr. Curtis R. Burkett, PE, LEED AP – Freese and Nichols, Inc.

1 PDF

PROPOSAL AUTHORIZATION
For Preliminary Geotechnical Services
City of DeLand Recreational Facility
Volusia County, Florida
MAE Proposal No. 240002

Billing Information:

Company Name: _____

Attention: _____

Company _____

Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

Additional Reports: Please List Below Any Additional Parties To Receive Reports.

1. _____

No. of Reports Required: _____

2. _____

No. of Reports Required: _____

NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged \$50 for each additional copy.

MAE invoices should be received by you by the _____ of each month (date required for your processing)

The Client representative named below has read the General Conditions that are attached and made a part of this proposal and agrees to be bound to the terms of the General Conditions.

Name: _____ Title: _____

Signature: _____ Date: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

Payment – Payment shall be due within 30 days after date of invoice.

Insurance – Meskel & Associates Engineering (MAE) maintains Commercial General Liability with limits of \$1,000,000 – per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate. A certificate of insurance can be provided at your request evidencing such coverage. All subcontractors to MAE maintain Workers' Compensation, Employer's Liability with limits of \$1,000,000 bodily injury by accident – each accident, \$1,000,000 bodily injury by disease – each employee, \$1,000,000 bodily injury by disease – policy limit. Workers Compensation coverage is in accordance with the Workers Compensation Law for the State of Florida.

Professional Liability: MAE maintains Professional Liability with limits of \$2,000,000 each claim and \$3,000,000 aggregate. A certificate of insurance can be provided at your request evidencing such coverage.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for MAE to make the planned borings, surveys, and/or exploration. MAE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Legal Jurisdiction – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Jacksonville, Duval County, Florida.

Damage to Existing Man-made Objects – It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overhead obstructions, such as utilities, MAE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless MAE from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to MAE in writing, and to reimburse MAE for expenses in connection with any such claims or suits, including reasonable attorney's fees.

Limitation of Responsibility – Client hereby agrees to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater.

Client and the Consultant agree that to the fullest extent permitted by law the Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to Consultant's reports or recommendations concerning this Agreement, Consultant's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** Client shall not indemnify Consultant against liability for damages to the extent caused by the negligence or intentional misconduct of Consultant, its agents, subcontractors, or employees.

Use of Documents – All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall

be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

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

Sampling or Testing Location – Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and MAE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, MAE will store test samples and specimens, or the residue thereof for ninety (90) days after submission of MAE's report to Client free of storage charges. After the initial 90 days and upon written request, MAE will store test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), MAE will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that MAE is acting as a Bailee and at no time does MAE assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. MAE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MAE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for MAE to take immediate measures to protect health and safety. MAE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages MAE to take any and all measures that, in MAE's professional opinion, are justified to preserve and protect the health and safety of MAE's personnel and the public. Client agrees to compensate MAE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against MAE, and agrees to defend, indemnify and save MAE harmless from any claim or liability for injury or loss arising from MAE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate MAE for any time spent and expenses incurred by MAE in defense of any such claim, with such compensation to be based upon MAE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

Force Majeure – MAE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

ECOWILD CONSULTING GROUP, LLC PROFESSIONAL SERVICES AGREEMENT

This Agreement, by and between Freese and Nichols, Inc., 801 Cherry Street, Suite 2800, Fort Worth, Texas, 76102 (hereinafter called "CLIENT"), and EcoWild Consulting Group, LLC, 4425 West Pearl Avenue, Tampa, Florida, 33611 (hereinafter called "ECOWILD"), is effective as of the date of the last signature on page 4 of this Agreement.

BACKGROUND

Because CLIENT needs consulting services, and

ECOWILD represents that it possesses the necessary qualifications, experience, and abilities to provide consulting services, and

ECOWILD is agreeable to providing such consulting services to the CLIENT;

In consideration of the mutual benefits and obligations made herein, CLIENT and ECOWILD agree as follows:

ARTICLE I - TERM OF AGREEMENT

The term of this Agreement shall be from the date of the last signature on page 4 of this Agreement through December 31, 2024. The term may be extended upon agreement in writing by both parties to this Agreement.

ARTICLE II - SERVICES PROVIDED

ECOWILD shall perform consulting services as described in Attachment A to this Agreement.

ARTICLE III - COMPENSATION

1. ECOWILD's charge for services will be at the hourly rate for individuals working directly on the project, plus reimbursable expenses, in accordance with the fee schedule in Attachment B to this Agreement.
2. The maximum fee for services is \$14,950.00 and will not be exceeded without authorization from the CLIENT.
3. Delays caused by unforeseen occurrences including, but not limited to, unfavorable weather conditions, strikes, floods, or fires that extend the effort required will constitute a Change-of-Scope.
4. Services performed at CLIENT's request beyond that defined by the Scope of Work (Attachment A) shall constitute a Change-of-Scope and will be documented by a Change Order.

ARTICLE IV - METHOD OF PAYMENT

1. ECOWILD will invoice CLIENT monthly for all services rendered under this Agreement. Invoices shall be due and payable within thirty (30) calendar days after receipt. CLIENT shall

notify ECOWILD in writing of any disputed amount within fourteen (14) calendar days after date of invoice; otherwise, all invoice charges are agreed to be acceptable and correct.

2. ECOWILD's invoice to CLIENT will include total hours worked; total labor cost; and summary of direct charges by type.

ARTICLE V - CONFIDENTIAL INFORMATION

ECOWILD and CLIENT will maintain the confidentiality of, and will not release or allow access to, any information, documents, or materials that are designated as confidential by ECOWILD or CLIENT.

ARTICLE VI - REUSE OF DOCUMENTS

All documents, including reports, drawings, and specifications furnished by ECOWILD pursuant to this Agreement, are instruments of service. They are not intended to be suitable for reuse by the CLIENT or others on extensions of work for which they were provided or on any other project. Any reuse without specific written verification of adaptation by ECOWILD will be prohibited by this Agreement. Any such verification of adaptation will entitle ECOWILD to further compensation at rates to be agreed upon by ECOWILD and the CLIENT.

ARTICLE VII - TERMINATION

CLIENT reserves the right to terminate this Agreement at any time, for any reason, upon thirty (30) days written notice to ECOWILD. Payment shall be due to ECOWILD only for those services performed by ECOWILD up to the date of receipt of termination plus reasonable costs incurred in terminating the services as of the termination date. Upon termination, ECOWILD shall provide and turn over to CLIENT all environmental data and analyses prepared up to and including the date of such termination.

ARTICLE VIII - INDEMNIFICATION

1. ECOWILD agrees to hold harmless and indemnify CLIENT from and against any and all claims, demands, actions, or causes of action, including, but not limited to, any and all costs, expenses, legal fees, and liabilities incurred in and about the investigation and defense thereof, for personal injuries, including death, or property damage suffered by any person, firm or corporation whatsoever and arising from the negligence of ECOWILD, its agents, servants, or employees under this Agreement.

2. Neither ECOWILD nor the CLIENT shall be liable to the other for any special, indirect or consequential damages whatsoever, whether caused or alleged to be caused by negligence, errors, omissions, strict liability, breach of contract or warranty, or any performance of services under this Agreement.

3. In any event, ECOWILD's entire liability under this Agreement will not exceed the total dollar value of the Agreement.

ARTICLE IX - NONDISCRIMINATION

ECOWILD agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. ECOWILD agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including but not limited to Executive Order No. 11246.

ARTICLE X—STANDARD OF PERFORMANCE

1. ECOWILD will deliver its services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the standard practices of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included.
2. If any part of ECOWILD's work is found to be defective for reasons attributable to ECOWILD within a period of twelve (12) months after completion of the work, ECOWILD's entire liability for such defective work shall be to reperform, at its own expense, those aspects of the work found defective, provided CLIENT notifies ECOWILD in writing as soon as the defect is discovered and within the twelve (12)-month warranty period outlined in this subparagraph.

ARTICLE XI—GENERAL CONDITIONS

1. When participating in any activities in connection with this Agreement, ECOWILD and CLIENT will comply, at their own expense, with all health and safety programs required by law.
2. Prior to the start of any work under this Agreement or at anytime thereafter when new information becomes available to CLIENT, CLIENT will provide prompt, full, and complete disclosure to ECOWILD of known or potential hazardous conditions or risks to the health or safety of employees, agents, representatives, officers, or directors of ECOWILD which may be encountered on CLIENT's properties or in connection with work performed for CLIENT under this Agreement.
3. It is understood and agreed that ECOWILD is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances.
4. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.
5. In the event any legal or other action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including court costs and a reasonable sum for attorney fees at trial and on appeal.
6. The provisions of this Agreement are severable; and, should one or more provisions be unenforceable, all other provisions will remain in full force and effect.
7. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreements are superseded by this written Agreement.

8. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by ECOWILD and CLIENT.

9. Client shall not alter or otherwise change the technical work product(s) prepared by ECOWILD without the express approval in writing by the manager of ECOWILD.

10. Client shall provide ECOWILD with any terms and conditions that apply to the contracted work agreement through prime agreement between the Client and other entity for which ECOWILD is providing professional services. This includes any relevant flow down clauses, insurance requirements or payment structures, and when necessary, copies of the Prime Agreement, redaction permitted.

11. Nothing contained herein shall be construed to create a joint venture or partnership between the Client and ECOWILD. The Parties are independent contractors, and neither Party is an agent or employee of the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective representatives.

FREESE AND NICHOLS, INC

By _____

Title _____

Date _____

ECOWILD CONSULTING GROUP, LLC

By  _____

Colleen M. Reilly

Its _____ Principal

Date _____ January 15, 2024

ATTACHMENT A

SCOPE OF WORK

EcoWild Consulting Group, LLC (EcoWild) will assist Freese and Nichols, Inc (Client) with environmental services to support future development of the “MLK Park” at a ±13.0-acre site (Project Site) located in DeLand, Volusia County, Florida. Professional services include habitat evaluation, wetland delineation, species-specific field surveys for the gopher tortoise (*Gopherus polyphemus*) and Florida scrub-jay (*Aphelocoma coerulescens*), submittal of a gopher tortoise relocation application to the Florida Fish and Wildlife Conservation Commission (FWC), and a survey results report, as further described below.

Habitat Evaluation and Wetland Delineation

EcoWild will conduct habitat assessments to document vegetative cover and existing conditions of all habitats onsite and will map native habitats (uplands and wetlands) in accordance with the Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999). EcoWild will also evaluate the Project Site for wetlands and surface waters and will delineate the approximate jurisdictional extent of wetlands and surface waters in accordance with the state methodology outlined in Chapter 62-340 F.A.C. (*Delineation of the Landward Extent of Wetlands and Surface Waters*). The jurisdictional limits will be recorded with a GPS unit and mapped on an aerial image of the Project Site. However, based on results presented in the previous report it is not expected that wetlands or surface waters are present within the Project Site.

100% Gopher Tortoise Burrow Survey and FWC Permit Application

FWC-Authorized Agents from EcoWild will conduct a pedestrian burrow survey to cover 100% of potentially suitable uplands to document presence and estimate the onsite population of gopher tortoises that could be impacted by project activities. Surveys will be conducted in accordance with the methods found in the *Gopher Tortoise Permitting Guidelines (April 2023)* (FWC 2023). Transects will be spaced to ensure adequate cover based on density of vegetation. All observed burrows will be assigned a unique identification and will be classified based on activity status (i.e., potentially occupied, abandoned, mammal). Locations will be recorded with GPS and mapped on an aerial image of the Project Site.

Based on results from the 100% burrow survey, EcoWild will estimate the population of gopher tortoises present on the Project Site. Because survey results are only accepted by FWC for 90 days after completion, upon completion of the survey, EcoWild will prepare and submit a Gopher Tortoise Conservation Permit (or Ten or Fewer Burrows Permit) application to obtain FWC approval for offsite relocation of tortoises prior to project commencement.

For purposes of the FWC application, this Scope of Work assumes gopher tortoises will be relocated to an FWC-approved recipient site. Please note that the FWC application will require payment of mitigation contribution fees (per tortoise) which is based on gopher tortoise densities estimated from the 100% burrow survey. These fees will be additional expenses to be paid directly by the City and are not included in this Scope of Work.

Florida Scrub-jay Survey

EcoWild will conduct a field survey for the Florida scrub-jay on the Project Site in accordance with methods found in the *Scrub-jay General Survey Guidelines and Protocols* (USFWS 2007). The most effective method for surveying for the Florida scrub-jay is to traverse the area by foot systematically, using a high-quality recording of a territorial scolding in attempt to attract birds. Distances between survey transects, and between stations along transects, depends on the density of the surrounding vegetation. A distance of 100 to 200 meters between transects and between stations is generally considered adequate. EcoWild intends to map playback stations at 100-meter intervals to ensure adequate coverage of the Project Site, for up to 10 playback stations included in the survey.

Qualified biologists will conduct playback surveys on calm, clear days beginning about one hour after sunrise and terminating before midday heat or wind. Surveys will not be conducted in winds stronger than a moderate breeze; in mist or fog; in precipitation exceeding a light, intermittent drizzle; or if accipiters or other scrub-jay predators are present in the area. Biologists will broadcast calls at each playback station for at least one minute in each of the four cardinal directions, emphasizing any direction in which low-growing oak scrub is the predominant vegetation.

Surveys will be conducted during the breeding season, between March 1 through October 31. Ideal survey periods include: 1) spring (especially March), 2) fall (September and October), when territorial displays are most frequent and vigorous, and 3) midsummer (July) when young of the year are independent but still distinguishable by plumage. The Project Site will be surveyed for a minimum of 5 days during the breeding season to confirm presence or absence and establish an accurate count of scrub-jay groups and territorial boundaries.

Report

Following completion of the field surveys, EcoWild will prepare a survey report for the Client summarizing the results. This report will be suitable for submittal to the City and regulatory agencies after approval by the Client. The report will include information and mapping of the ecological conditions found on the Project Site, including habitat classifications based on FLUCFCS, identified wetlands and surface waters, gopher tortoise survey transects, gopher tortoise burrow locations, Florida scrub-jay sampling stations, locations of any scrub-jays seen or heard during the survey, and approximate territory boundaries. Incidental sightings of other protected wildlife species will also be reported.

Assumptions

- The Client will provide EcoWild with reasonable access to the Project Site to complete surveys.
- The Client will provide EcoWild with site plans/boundaries in CADD (or GIS shapefiles) prior to the surveys.
- The Client will provide EcoWild with relevant notes, application submittals, or agency correspondence regarding protected species on the Project Site.

- The survey area for this Scope of Work includes the ±13 acres identified by the Client located along the west side of Dr. Martin Luther King Jr Beltway in Volusia County, Florida.
- No tree surveys are included in this Scope of Work.
- The field survey for the Florida scrub-jay will be completed as a one-time survey event of the Project Site to occur over 5 days during the breeding season. If additional surveys or evaluations are warranted, they will be provided under a separate Scope of Work after approval by the Client.
- This Scope of Work includes EcoWild attendance at one site review with FWC staff, if requested as part of the relocation application.
- The 100% gopher tortoise burrow survey is required to be updated and submitted back to the FWC within 90 days of project commencement. An updated 100% gopher tortoise burrow survey is not included in this Scope of Work.
- No gopher tortoise relocation services, mitigation fees, or landowner fees are included in this Scope of Work.
- Mitigation and landowner fees are the responsibility of the City. Mitigation fees are required to be provided to FWC at the time of gopher tortoise relocation application submittal.
- Aside from the initial 100% gopher tortoise burrow survey and the breeding season survey for the Florida scrub-jay, no other specific surveys for protected species are included in this Scope of Work.
- This Scope of Work does not include formal consultation with USFWS or FWC to address impacts or incidental take of protected species or their habitats. These services may be provided under a separate Scope of Work, if requested.
- It is not expected that wetlands or surface waters are present on the Project Site. If extensive wetlands are found during the survey effort, additional time may be required for delineation and UMAM functional assessments.
- No agency review or wetland impact permitting with the WMD, FDEP, or USACE is included in this Scope of Work.

Compensation

All services associated with this Scope of Work will be provided on a time and materials basis in accordance with the attached Schedule of Fees (Attachment B) and will **not exceed \$14,950.00** without further written authorization from the Client. A breakdown of anticipated costs is provided below by task. Services will be billed monthly.

ATTACHMENT B

FEE SCHEDULE ECOWILD CONSULTING GROUP, LLC

PROFESSIONAL SERVICES FEE SCHEDULE (EFFECTIVE THROUGH DECEMBER 31, 2024)

<u>Labor Category</u>	<u>Rate per Hour</u>
Principal/Technical Director	145.00
Senior Scientist	105.00
Staff Scientist	85.00
Field Technician	65.00
GIS Analyst	90.00
Administrative Professional	55.00

Reimbursable expenses shall mean the actual expense of transportation (gas, mileage, tolls), costs for overnight travel where applicable (hotel, airfare, car rental, meals), field equipment and supplies, subcontractor fees, any costs towards production of reports and other project-related materials, and other expendable supplies directly used on the project.

CITY OF DELAND
Request for Commission Action
March 4, 2024

SUBJECT: Consideration re CPH Agreement for Professional Services, Task Assignment No. 26 for Right-of-Way Permitting Assistance.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: CPH Agreement

APPROVED BY: Michael Pleus, City Manager, February 28, 2024

SUMMARY/HIGHLIGHT:

The City of DeLand does not currently have a formal Right-of-Way permitting process and application through Accela for work within the City right-of-way which includes but not limited to driveways and utilities (electric, cable, gas). Engineering Department currently reviews construction plans from utility companies and issues approval letters. All driveway permit submittals are handled through building permits which require engineering review and final inspection approvals. The City Engineering Staff have done a lot of research in regards to right-of-way permitting process by visiting Volusia County, City of Ormond Beach and City of Casselberry. CPH will coordinate with City Staff and assist with implementation of right-of-way permit into Accela.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Right-of-way assistance fee (\$15,000) has been allocated in current fiscal year budget.

RECOMMENDATION:

Staff recommends that the City Commission approve CPH Task Assignment No. 26 which includes assisting the City Staff to establish right-of-way permit application and process through Accela in the amount of \$14,956.00.

BACKGROUND/DISCUSSION:

N/A

TASK ASSIGNMENT NO. 26

CITY OF DELAND

Assist the City of DeLand with establishing a formal ROW Permitting process

February 14, 2024

The following scope of services and associated compensation are based on work to be performed by CPH, LLC, herein after called "CPH" to assist the City of DeLand with establishing a formal ROW Permitting process for the City of DeLand, herein after called the "CITY". The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and the City.

1.0 CIVIL ENGINEERING

1.1 Project Administration

CPH will provide general project management, including, communication and coordination with the CITY, research and preparation of materials and documentation to assist the CITY in creating a Right-Of-Way Use Permit Application. CPH will coordinate with CITY staff and assist with implementation of permit into Accela.

COMPENSATION

Labor and Reimbursable Expenses

CPH will perform the Scope of Services contained in this Agreement on an hourly basis excluding reimbursable expenses for project specific expenditures such as, travel, printing and reprographics, postage, and telephone usage. Refer to the Standard Hourly Rate Schedule to be utilized on this project.

Task No.	Phase Description	Billing Method	Fee
1.0	Civil Engineering Services	Hourly (NTE)	\$14,956.00
	TOTAL	Hourly (NTE)	\$14,956.00

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Special meetings with agencies, other consultants or CITY not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Permitting Services
- Bidding and Post Design Services
- Attendance of Public Meetings and/or Presentations
- Renderings
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CITY's written request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

SIGNATURE BLOCKS

ATTEST:

Printed Name: _____
Title: _____
Authorized Signatory Of Entity

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

CPH, LLC

By: _____
Printed Name: _____
Title: _____
Authorized Signatory Of Entity

CITY OF DELAND

By: _____
Chris Cloudman
Mayor - Commissioner
Date: _____

Assist the City of Deland with Establishing a formal ROW Permitting process										
City of DeLand										
ITEM	DESCRIPTION	Project Manager V	Engineer II					Admin I	Expenses	Cost by Task
Current CPH Hourly Rates		\$275.00	\$151.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74.00	\$	\$
1.0 - Civil Engineering Services										
1.1	Project Administration	30	40					9		\$ 14,956.00
Civil Engineering Services Total		30	40	0	0	0	0	9	\$ -	\$14,956.00
Engineering Services Total										
										\$14,956.00

CITY OF DELAND
Request for Commission Action
March 4, 2024

SUBJECT: Resolution Approving the Removal of One Historic Tree Located at Sperling Sports Complex, 1500 Matt Fair Boulevard.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution, Arborist Inspector Power Point Including Location map, Tree Advisory Committee Meeting Minutes

APPROVED BY: Michael Pleus, City Manager, February 28, 2024

SUMMARY/HIGHLIGHT:

The City of DeLand Parks and Recreation Department has requested permission to remove one historic tree located at the Sperling Sports Complex. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 39" DBH historic Live Oak in Dead condition. The tree was struck by lightning and has subsequently died.

At their February 13, 2024 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 39" DBH Live Oak tree due to its condition and the risk it now poses to public safety.

The Tree Advisory Committee recommended that replacement for the historic tree be at the discretion of the City and City Forester due to the cause of the tree's death being a lightning strike.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal supports the Strategic Plan Focus Areas of Maintaining a Safe Community.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The City's Public Works tree crew can remove the tree to reduce the fiscal impact.

RECOMMENDATION:

At their February 13, 2024 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of One 39" DBH Live Oak tree located at the Sperling Sports Complex due to it being dead and posing a risk to public safety. The Tree Advisory Committee recommended that replacement for the historic tree be at the discretion of the City and City Forester due to the cause of the tree's death being a lightning strike.

Staff recommends that the City Commission approve the removal of the 39” DBH historic tree with no replacement requirement until the parcel is developed.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspector PowerPoint including the Location Map. The Minutes from the February 13, 2024 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED AT 1500
MATT FAIR BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City of DeLand Parks and Recreation Department is requesting permission to remove one (1) historic tree located 1500 Matt Fair Boulevard, Sperling Sports Complex; and

WHEREAS, the City’s Forester has determined that the tree is historic and in dead condition; and

WHEREAS, on February 13, 2024, the Tree Advisory Committee recommended approval of the removal of the historic tree based on a finding that the tree is dead and poses a public safety risk; and

WHEREAS, on February 13, 2024, the Tree Advisory Committee also recommended that replacement for the historic tree be at the discretion of the City and City Forester.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission hereby approves the request for removal of one historic tree located at 1500 Matt Fair Boulevard with no replacement requirement.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of March, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

39" DBH Live Oak

TREE24-002

Parcel ID # 602700001600













Tree Advisory Committee Minutes

February 13, 2024

Call to Order: Steve Edgar called the meeting to order at 5:18 pm

Roll Call: **Members:** Howard Jeffries, Steve Edgar, Dana Venrick, Tadd Kasbeer, and Dani Keller
 City Staff: Kit Dennis and Corrigan Loduha
 Non-Members attending: Harry Delashmutt

Approval of the Minutes of the Previous Meeting: Howard motioned to approve the minutes of the last meeting, and Dana seconded. The motion carried.

Old Business:

City Nursery: Kit Dennis reported the temporary nursery location is coming along, and we are starting to get new trees in for the welcome signs project.

Arbor Day: Arbor Day at George Marks Elementary was a great success. Member Steve Edgar volunteered as a speaker at the event. Mayor Chris Cloudman, Kit Dennis, Chris Jackson, Ray Underwood, and Mariellen Calabro also attended.

Shaded Streets Update: There were no further updates at this time.

Historic Tree Removal at Yardly Development: Committee's recommendations were approved by commission.

New Business:

Historic Tree Replacement: 614 N Cherokee Ave – On August 10, 2021 the City Commission approved the removal of one historic tree with a required replacement of 50% the DBH (22" DBH mitigation total) due to the size of the lot and undue hardship to the property owners. The applicant attended to present their case to Tree Advisory members. They came requesting to modify the replacement requirement, asking for approval to pay a donation into the city's tree replacement fund, rather than planting the replacement trees on site. Members recommended the applicant plant one tree at a minimum of 4-inch DBH (6-inch caliper) in the front yard of their home, with the remainder of replacement paid into tree replacement fund at the rate of \$75/inch. The applicant agreed to the terms. Howard Jeffries made a motion to approve, and Dani Keller seconded. All members present were in favor, and the motion carried. As there was no change from the August 10, 2021 Commission approval of the removal, no further action was required by the committee.

Historic Tree Removal at the Sperling Sports Complex: Kit Dennis presented members with the Arborist Power Point and Location map for the proposed removal of a 39" DBH Live Oak at Sperling stadium that was struck by lightning, and subsequently died, two years ago. The main branches of the tree are in extremely poor condition, and members expressed concern for large branches potentially falling on citizens using the park. In the interest of safety, Tadd Kasbeer motioned to approve the tree's removal with replacement at the discretion of the City and City Forester. Dana Venrick seconded, and all were in favor.

Comments from Members: Harry Delashmutt wished to thank Steve Edgar for the letter he wrote to Victoria Park management company regarding palm tree pruning. The issue was addressed immediately, and residents are already seeing evidence of improvement. Dana Venrick wished to remind members that the Wildflower Festival will be held in downtown DeLand on March 23rd and 24th. Dana Venrick and Howard Jeffries will be giving presentations at the event. The city's annual Tree Giveaway will take place on Saturday, April 27th.

Adjourn: The meeting adjourned at 5:45 pm

Next Meeting: March 12, 2024