



# **GRANT APPLICATION FORM**

1.	Applicant (Legal name of organization): Volusia County Marine Science Center							
2.	. Address (mailing): 100 Lighthouse Dr.							
	City: Ponce Inlet	State: FL						
	Zip Code: 32127							
3.	Federal ID #:							
	Florida Not-for-Profi	t Corporation Charter	# (if applicable): <u>Click or ta</u>	p here to enter text.				
	Florida Dept. of Agric	culture & Consumer Se	ervices Registration # (if ap	oplicable):				
	Click or tap here to ent	er text.						
4.	County Council Distr	ict of Project: District 2	2					
5.	Contact Person:							
	Name: Chad Macfie	Title: Marine Science	Center Manager					
	Telephone #: <u>386-30</u>	4-5543 <b>E-Mail: cmac</b> f	fie@volusia.org					
6.	Project Title: Raptor	Education and Conserv	ation Exhibit					
	Project Location Add	lress: 100 Lighthouse [	or.					
	City: Ponce Inlet	State: <u>FL</u>						
	Zip Code: 32127							
7.	Type of Project:							
	☐ Renovation	☐ Restoration		☐ Acquisition				
8.	ECHO Category (revi	ew ECHO Guidebook p	ages 3 - 4):					
	⊠ Environmental	☐ Cultural	☐ Historic	☐Outdoor Recreation				
9.	The Project Site of Fa	acility is (check one):						
	☐ Owned by Applic	ant 🛛 Leased by App	olicant (length of lease): 5	0 Years – Expires 4/14/47				
	☐ Land/Project Ma	nagement Agreement	(length of agreement): Cl	ick or tap here to enter text.				
	NOTE: LEASES/AGRE	EMENTS MUST BE BIN	DING AND NON-CANCELA	BLE				
10	Is the Project Site/Fa	cility mortgaged or wi	ll it he? □ Ves □	1 No				



11. Type of Organization:

Municipal government or a budgeted organization of Volusia County Government

□ Not-for-Profit Corporation classified as a 501(c) (3)

12. Project Funding (Grant Request Amount and Match Amount):

a. Standard Grant Request (up to \$600,000.00) \$ 208,298

b. Exceptional Grant Request (up to \$2,500,000.00) \$ N/A

c. Confirmed Match Funds \$ 208,299

d. Total Project Cost (ECHO + Match) \$ 416,597

13. Mandatory Workshop was attended by: Chad Macfie

Date of Workshop: 8/31/2021

14. List any prior year grants received from ECHO (include year, project name and amount of grant):

2006, Marine Science Center Environmental Education Habitats, \$111,807

# **MISSION**

1. Provide the Mission Statement for your organization:

The mission of the Marine Science Center is to: 1) create inspiring marine educational experiences, which empower our guests, 2) provide outstanding sea turtle and shorebird rehabilitation, and 3) promote the emerging field of conservation medicine.

## **PROJECT TEAM**

- List the name and address of the architect, engineer, design consultants and/or general contractor selected. Included the information for the persons signing the Certification of Information and Compliance Form:
  - DJ Design Services, Inc. 913 North Nova Road, Holly Hill, FL 32117 Dana Smith, Architect
  - Ginger Adair, 123 West Indiana Avenue Room 202, Deland, FL 32720 Volusia County
     Environmental Management Director



- Ryan Ossowski, 123 West Indiana Avenue Room 300, Deland, FL 32720 Volusia County
   Chief Financial Officer
- 2. List the person/persons who created the budget and describe their experience with this type of project:

Laura Laser, Volusia County Senior Architect, and Dana Smith, Consultant Architect, created the budget for the Raptor Education and Conservation Exhibit. Laura Laser and Dana Smith have a combined 30+ years of experience in the construction industry – commercial, residential, and civic architecture. Both are experienced in the construction type of metal roof on wood frame structure with a masonry foundation found in the project.

3. If a complete list is not available, explain why (include when the project team will be selected):

A General Contractor has not been selected at the time of the application because the project has not gone out to Construction Bid Request at the time of application submission. The General Contractor will be selected after the bid process and the Volusia County Purchasing Department has obtained the signed contract.

#### PROJECT MANAGEMENT TEAM

- 1. List the name of staff dedicated to this project (include their responsibilities and the amount of time each will be spending on the project per week):
  - Chad Macfie, Marine Science Center (MSC) Manager Design, on-site project coordination and management, educational interpretation of exhibit, 25%
  - Tracy Dawson, MSC Bird Hospital Manager Design, ensure construction of exhibit meets animal safety and husbandry requirements, educational interpretation of exhibits, 15%



- Michelle Webster, MSC Education Coordinator Design, educational interpretation of exhibit, staff and volunteer educational training on the exhibit's educational and conservation message, 15%
- Laura Laser, Volusia County Architect Project Management Design Phase, coordination with Architect/Engineer of Record and General Contractor, ensure the design meets Budget, Schedule and County Standards, 10%
- Charles Conway, Volusia County Construction Manager, Project Management Construction
   Phase, Coordinate with Architect/Engineer of Record and General Contractor, ensure
   construction meets Budget, Schedule and County Standards, 10%

1. Do you agree to comply with the requirement to file a 20-year Restrictive Covenant with the

## **RESTRICTIVE COVENANTS**

	•
Volusia County Clerk of	f Court if ECHO Grant is awarded?
⊠ Yes □	] No
$\triangle$ If the project of the	application is mortgaged or leased property, other than those applying
for trails in the County	Master Plan or projects on land not owned by the applicant, a letter from
the Mortgagee or Lesso	or, stating that they agree to sign the Restrictive Covenants must be
provided with the appli	cation.
$\triangle$ Applicants with proj	jects on State or Federal owned lands are automatically exempt from this
requirement, but are he	eld to the same liquidated damages cited within the Restrictive
Covenants through lang	guage found in the final ECHO agreement for which the grantee is held
responsible.	



# CERTIFICATION OF INFORMATION AND COMPLIANCE FORM

I/We certify that all of the information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge and that the project for which the application is made shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE PROPERTY
Signature/Date: /) ////- 10/18/2021
Printed Name: George Recktenward
Phone #: 386-736-5920 x15251
OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE APPLICANT
Signature/Date: 10/18/202/
Printed Name: George Recktenwald
Phone #: 386-736-5920 x15251
CHIEF FINANCIAL OFFICER FOR THE APPLICANT
Signature/Date: 10/13/4
Printed Name: Ryan Ossowskii 🕖
Phone #: 386-943-7054 x12725
NOT FOR PROFITS ONLY – PRESIDENT, BOARD OF DIRECTORS
Signature/Date:
Printed Name: N/A
Phone #: N/A
Executive Board or Board of Directors reviewed and approved this application on (date): N/A

## PROJECT DESCRIPTION

 Describe the project and explain how it will achieve the goals of Resolution 2000-156 to plan for the future growth of Volusia and enhance the quality of life for its residents (use factual information/documentation to show how this project will accomplish these goals):

The Raptor Education and Conservation Exhibit will create new habitats to house six of the Marine Science Center's (MSC) raptor ambassadors for their species. The habitats will be nestled in the natural habitat of the MSC campus, in an area close to the main exhibit building. Construction of the new exhibit will allow the MSC to move the non-releasable bird ambassadors, and repurpose six existing habitats located at the Mary Keller Seabird Sanctuary. Constructing the new exhibit closer to the main building will help consolidate the educational opportunities and improve the visitor experience at the MSC. Before the COVID-19 impact on attendance and operation, the MSC was attracting over 100,000 visitors per year. Staff at the MSC continues to focus on improving educational opportunities to teach the public about Volusia County's conservation efforts and how visitors can take these messages home and help lessen human impacts in their area. Design elements of the new exhibit will improve the visitor experience by:

- 1. Creating a walk-through pavilion, immersing the visitor in the bird habitats.
- 2. Providing a roof over the visitor area to protect the area from the sun and rain.
- 3. Improving the interpretive component of the exhibit with static signage and interactive touch-screen computers to engage visitors and teach about raptors and their much-needed conservation.
- 4. Ensuring ADA accessibility through rail height, plexiglass barriers, and viewing angles that improve the exhibit for all visitors.

The exhibit will help achieve the goals of Resolution 2000-156 by providing an awe-inspiring exhibit that will educate the public about current avian environmental issues, encourage

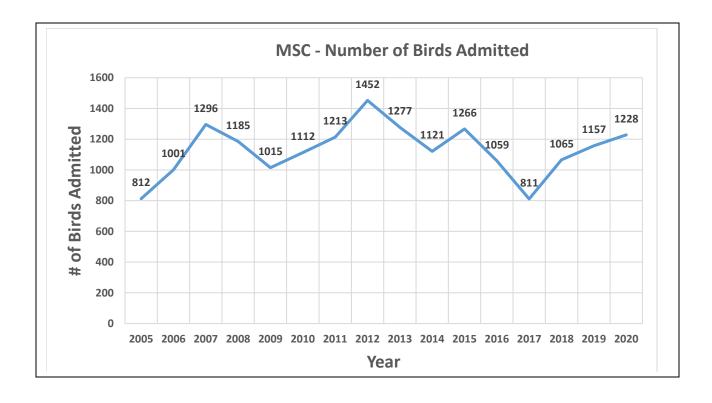


stewardship, and promote tourism opportunities and experiences by updating exhibits and programs.

The Mary Keller Seabird Sanctuary at the MSC is a unique facility that combines a rehabilitation hospital with non-releasable avian ambassador exhibits that provide a diversity of visitors with positive experiences. The project's design elements will improve visitor experience, place additional focus on avian education and conservation, and will increase MSC attendance. Bird enthusiasts represent a close-knit community of outdoor and conservation-minded individuals. From hobbyists to professional naturalists and bird-watchers, the avian community are actively involved in conservation and policy through several large organizations including the Audubon Society and the American Bird Conservancy. The new exhibits will highlight an important part of Volusia County's environmental concerns, further build the attention of bird enthusiasts, and cultivate new stewards Volusia County's fragile ecosystems, both of which support the mission of the MSC and ECHO initiatives.

The MSC has averaged over 1100 birds admitted for rehabilitation per year since its opening in 2006, but currently has only four rehabilitation spaces for the critical second stage of rehabilitation. This "limited activity," stage of the healing process is necessary prior to release of the bird. Constructing the new exhibit would allow the six current habitats to be repurposed into additional limited activity spaces and improve the care of admitted birds and the efficiency of moving birds through the healing process.

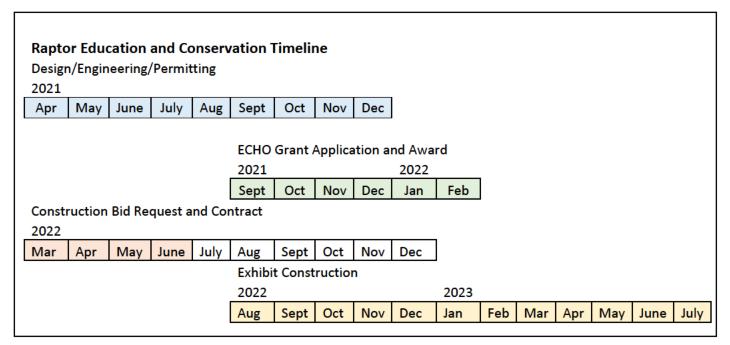




# 2. Describe the project and construction timeline:

The project's construction will stay consistent with the MSC's architecture and design to blend into the native habitat. The project construction will be an open competitive bid managed by Volusia County's Purchasing Department. Once the General Contractor has been selected, approved, and contracted, the Volusia County Engineering and Construction Division will take over the project management.





3. Describe how the green and sustainability standards will be used in the project (information can be found at <a href="https://www.volusia.org/services/growth-and-resource-management/environmental-management/green-volusia/green-buildings.stml">https://www.volusia.org/services/growth-and-resource-management/environmental-management/green-volusia/green-buildings.stml</a>):

Construction of the project will use green and sustainability standards by minimizing impacts on native trees and plants by building in an area sparsely populated by signature trees and constructing the project on a raised foundation to provide an undisturbed, pervious substrate beneath the exhibit. Rainwater from the roof will collect on the permeable ground below to avoid runoff. The unconditioned exhibit will use a covered, open-air area and circulation fans to conserve energy and programmable LED lighting to supplement natural light needed to reach required lumens for permit requirements and non-flash photography. Vegetation disturbed by construction will be replaced by native trees and plants and manually irrigated during establishment to avoid conventional irrigation.



4. Describe how the project will comply with the ADA accessibility requirements:

The project will comply with the ADA accessibility requirements through the design and construction phases. The project's design was created to be added to an existing ADA compliant walkway to eliminate the need for additional ramps and landings. Additionally, interpretive design (signage and interactive programs) will use the, "Smithsonian Guidelines for Accessible Exhibition Design" to consider content, exhibit signage, sightlines, and audiovisuals.

5. If applicable, describe any additional phases:

N/A

#### **PERFORMANCE MEASURES**

1. Explain the project's goals and objectives:

The project's goals are to create a new exhibit to house the MSC's non-releasable raptor ambassadors that increases conservation awareness for avian species and enthusiasm for outdoor, nature-based activities. In addition, creation of new exhibits in a museum, zoo, or aquarium facility helps increase repeat visitation, improve the quality of life of its animal residents, and improve visitor knowledge through interpretive strategies.

The project will meet goals by:

- Improving visitor experience and educational value, which generates awareness for avian conservation and Volusia County's critical habitat for migratory birds.
- Creating new avian habitats that connect animal care to the MSC mission of providing outstanding sea turtle and avian rehabilitation.
- Designing interactive strategies with improved technology that engages visitors and helps them retain conservation messages and make the connection to improve environmental stewardship.



2. Elaborate on how these goals and objectives will be measured for the length of the restrictive covenants:

The MSC monitors and records attendance levels through its Point of Sale system and visitor satisfaction through online reviews and visitor surveys. These surveys have established that word of mouth and social media have been significant drivers for visitation and that 38% of visitors have visited the MSC more than once. The goal of increasing visitor experience will be measured by monitoring travel website reviews and social media to evaluate the project. Because attendance numbers rely on several factors, visitor surveys will be used to compare pre-project and post-project repeat visitors, visitor satisfaction, and exhibit preferences. Promoting environmental education and awareness at zoological and aquarium institutions is paramount to most missions. Evaluating the effectiveness of retaining conservation messages and changing behaviors to increase environmental stewardship are complex measurables. MSC staff have focused on peer-reviewed literature to implement a continual process to gather data and visitor feedback to improve its exhibits and educational effectiveness. Pre-post testing will be used for K-12 classroom experiences to measure the kids' knowledge and evaluate learning objectives. Animal care staff are experienced at evaluating animal needs and husbandry techniques to ensure excellent care of the animals on exhibit.

# **DRAWINGS**

- 1. Drawings are required from ALL applicants (documents must be legible and to scale with legends):
  - a. Current drawings and/or excavation plans for the family. N/A
  - b. Site survey with existing structures [Page D-1/Survey 1] and site plans with structures [Page D-2/Survey 2].
- 2. Vacant land acquisition projects shall include: N/A
  - a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition.
  - b. Proposed structures must include elevations, floor plans and design elements such as landscaping.
- 3. Street Locator Map (indicate the physical location of the project within the local areas; include road names and "North" for directional reference). [Page D-3]
- 4. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. This section should include: [Page D-4/Site Plan 1]
  - a. Site Survey
  - b. Trees and topography
  - c. Civil drawing
  - d. Water retention drainage and circulation
- 5. Preliminary and Schematic Drawings. Drawings should show:
  - A general model of floor/site plans, showing the location of project elements. [Floor Plan with project elements Page D-5/Site Plan 2] [Site Plan with project elements Page D-6/Site Plan 3]
  - b. Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at <a href="https://ffl.ifas.ufl.edu/pdf/FYN">https://ffl.ifas.ufl.edu/pdf/FYN</a> Plant Selection Guide 2015.pdf). [Site Plan 2 & 3]



- 6. Design and Development Documents. Documents should show more detail including:
  - a. Selection of materials and engineering systems involved [See A & E Plans/Page D-7-14]
  - b. Detailed cost estimate [See Budget Detail Chart]
  - c. Environmentally sustainable materials [N/A for this project]
- 7. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.
  - a. Outdoor, trails, parks, sports facilities and playgrounds require a bid set of plans, which are ready to be used for the procurement process.
  - b. New construction, facility remodel and historic projects require a set of A&E plans, which are ready to be used for the procurement process. [See A & E Plans/Page D-7-14]
  - c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.
- 8. Permanent ECHO Sign documents should include site design, materials and site placement.

# [Page D-15&16]

## **PROJECT BUDGET**

- 1. A complete project budget must be submitted in the format provided by the county. Budget must be accurate and realistic (projects will be implemented within the budget set at the time of application).
- 2. The budget should be presented by each type of funding:
  - a. UC = Unencumbered Cash
  - b. LM = Land Match
  - c. IK = In-kind
  - d. PSC = Previously Spent Cash
- 3. The budget must include temporary and permanent ECHO signage (signs may not be funded with ECHO funding).



BUDGET DETAIL CHART  Construction Phase  Expenditures  Add rows as needed	UC+	LM +	IN-KIND+	PSC	= MATCH	ЕСНО	TOTAL
General Requirements:							
Contractor Fees	\$18,997				\$18,997	\$52,193	\$71,190
Subtotal	\$18,997				\$18,997	\$52,193	\$71,190
Architectural Services:							
Surveys				\$2,005	\$2,005		\$2,005
Final Construction Drawings				\$27,450	\$27,450		\$27,450
Subtotal				\$29,455	\$29,455		\$29,455
Site Construction:							
Earthwork	\$4,500				\$4,500	\$4,500	\$9,000
Subtotal	\$4,500				\$4,500	\$4,500	\$9,000
Concrete:							
Concrete	\$1,770				\$1,770	\$1,770	\$3,540
Subtotal	\$1,770				\$1,770	\$1,770	\$3,540
Masonry:							
Masonry	\$3,745				\$3,745	\$3,745	\$7,508
Subtotal	\$3,754				\$3,754	\$3,754	\$7,508
Metals:							
Metals	\$39,330				\$39,330	\$39,330	\$78,660
Subtotal	\$39,330				\$39,330	\$39,330	\$78,660



Wood and Plastic:						
Wood and Plastic	\$35,391			\$35,391	\$35,391	\$70,782
Subtotal	\$35,391			\$35,391	\$35,391	\$70,782
Thermal/Moisture Protection:						
Roof System	\$5,054			\$5,054	\$5,054	\$10,108
Subtotal	\$5,054			\$5,054	\$5,054	\$10,108
Doors and Windows:						
Doors	\$1,242			\$1,242	\$1,242	\$2,484
Subtotal	\$1,242		\$1,242		\$1,242	\$2,484
Finishes:						
Painting Building	\$24,204			\$24,204	\$24,204	\$48,408
Subtotal	\$24,204			\$24,204	\$24,204	\$48,408
Specialties:						
Interpretive Signage	\$10,000			\$10,000	\$10,000	\$20,000
Graphic Art / Illustrations / Animations For Interpretive Signage	\$7,500			\$7,500	\$7,500	\$15,000
ECHO Temporary Signage	\$533			\$533		\$533
ECHO Permanent Signage	\$3,209			\$3,209		\$3,209
Subtotal	\$21,242			\$21,242	\$17,500	\$38,742



Equipment:						
Interactive Touch Screen Computers x 3	\$2,400			\$2,400	\$2,400	\$4,800
Subtotal	\$2,400			\$2,400	\$2,400	\$4,800
Furnishings:						
Bird Habitat Perches/Furnishings	\$8,000			\$8,000	\$8,000	\$16,000
Subtotal	\$8,000			\$8,000	\$8,000	\$16,000
Mechanical:						
Plumbing	\$1,950			\$1,950	\$1,950	\$3,900
Subtotal	\$1,950			\$1,950	\$1,950	\$3,900
Electrical:						
Electrical	\$11,010			\$11,010	\$11,010	\$22,020
Subtotal	\$11,010			\$11,010	\$11,010	\$22,020
PROJECT TOTALS	\$178,844		\$29,455	\$208,299	\$208,298	\$416,597

Line items should match your project (some examples are Equipment, Metals, Finishes, Wood and Plastic, Thermal, Plumbing). Budgeted match amounts should be placed in the corresponding description column (Unencumbered Cash, Land Match, In-kind Services/Items or Previously Spent Cash).

## **MATCH DOCUMENTATION**

1. All documentation for match must be included in the application as outlined in the ECHO Guidebook pages 9 - 11. [Match Narrative and Table of Match Contents begins on Page 61]

## **OPERATING FORECAST DETAIL**

 Outline how the facility or project will operate once complete. The narration should include such items (as applicable) as staffing, maintenance requirements, increased programming, fees and memberships. Include a detailed maintenance and replacement plan for the 20-year compliance period:

The new exhibit will operate like most live animals exhibits at the MSC with a self-guided approach that utilizes interpretive signage (static and interactive) and an education docent available to engage visitors, answer questions, and monitor the health of the animal ambassadors.

Staffing will remain at current levels, but additional emphasis will be placed on recruiting volunteers interested in avian husbandry and conservation to help monitor the new exhibit. The exhibit's operation will not be dependent on staffing due to its self-guided approach and proximity to the main gallery of exhibits.

The exhibit's design will consider long-term maintenance, and the covered exhibit area will extend the life of the materials. The MSC staff will coordinate repairs under its yearly operating budget and coordinate with Volusia County's Facilities Division to submit budget requests for substantial maintenance requirements based on the material's life expectancy and annual inspections.

The new exhibit will help increase programming by providing an additional area to present the glove-trained avian ambassadors. These live animal presentations are popular amongst a wide diversity of visitors and provide an excellent opportunity to capture the audience's attention and provide information on the ambassador and its conservation concerns. The popularity of these presentations has led to increased visitation and satisfaction that helps build community support through awareness, donations, and increased memberships.

The maintenance and replacement plan will be similar to existing outdoor exhibits at the MSC. Scheduled maintenance would include pressure washing the wooden features of the structure to eliminate mold and fungus that can deteriorate the wood. Inspections of the fastening systems will identify and repair structures that may have swelled or warped leading to loosening



of the boards and creating hazards. Animal care staff conducts daily inspections of the habitats to ensure the exhibit remains predator-proof and safe for the animals.

Replacement plans will focus on the roof of the exhibit and the predator barriers. Yearly inspections of these features will help identify warranty issues and predict lifespans necessary to budget these features for replacement.

2. Submit a business plan, feasibility study and marketing plan. These plans must be specific to Volusia County and the proposed project:

The Marine Science Center (MSC) opened in 2002 as an initiative of the Volusia County Government to enhance the area's Environmental, Cultural, Heritage and Outdoor (ECHO) educational and awareness opportunities. The MSC is located in Ponce Inlet, FL and nestled in a maritime forest blocks away from the Atlantic Ocean. Volusia County developed the Center to rehabilitate and release injured sea turtles and seabirds and educate the general public about the importance of being good stewards to our marine environments. The Mary Keller Seabird Sanctuary opened in 2004 and began rehabilitating birds in 2005. Since opening, the MSC has hosted over 1.3 million visitors, cared for over 25,000 sea turtles and over 18,000 birds representing over 200 species.

The MSC appeals to a wide variety of audiences, including both residents and visitors. School groups from Volusia County and surrounding counties regularly visit the MSC during the school year and summer camps, including 10 weeks of MSC sponsored camps, tour the Center to learn about Volusia County's critical habitats and explore Lighthouse Point Park during ECO Walks. Bird enthusiasts represent a very environmentally-conscious population of America. This population conducts its activities outdoors and, many times, in heavily wooded areas and protected lands. Major environmental groups are represented by this population, including the Audubon Society and American Bird Conservancy that play a significant role in environmental education and conservation of critical habitat. The new exhibit will help visitors further understand the importance of habitat conservation to animal and plant survival, and form relationships with groups that share the MSC's mission and values.

Although education, conservation, and rehabilitation are the core of most environmental learning centers, admission and gift shop sales help offset the operating costs of these centers. The average revenue of the MSC covers approximately 45% of the total operating costs. Operating the sea turtle and seabird rehabilitation hospitals is a large portion of the total operating costs including, medical supplies, staffing, and expenses to maintain and repair the life support systems necessary to the house sick and injured aquatic animals. Environmental centers also depend on support groups, sponsors, and donations to help offset operating costs. The



business plan for the new Raptor Education and Conservation Exhibit will utilize the improved exhibit's aesthetics, natural animal habitats, and conservation messages to further reach the hearts and minds of its visitors to improve community support for the MSC's mission and bring a part of the center home from its gift shop.

The MSC Manager is responsible for the daily operation of the MSC and supervising the Sea Turtle, Bird, Education, Aquarium, and Guest Services Department Managers. Each department is supported by a full-time county position, including a Tradesworker I position that is responsible for the life support and physical plant maintenance of the facility and an Environmental Specialist I position that performs as a hospital assistant to the sea turtle and seabird hospitals. The MSC also employs 28+ part-time positions that work as support staff to each department. One of the part-time support staff serves as Volunteer Coordinator to the 200+ volunteers who donate on average 14,000 hours working at the MSC. Each staff member has been trained and works closely with the Volunteer Coordinator to ensure volunteers perform their duties and understand the importance of volunteer satisfaction to retention. Since the new exhibit replaces the existing "Raptor Row", staffing needs should not be impacted. On the contrary, the exhibit's design will allow the raptors to remain in the exhibit overnight, reducing the amount of time spent each day transporting the birds to and from the exhibit. Repurposing the existing exhibits into additional rehabilitation space will also create efficiencies within the bird rehabilitation program, improving animal care and saving time and money.

The feasibility of a successful project depends on a number of factors and a well-organized plan. The COVID-pandemic created an opportunity to increase the MSC's programming beyond on-site visitation and has reached over 1 million people while the MSC was closed to the public. The implementation of this virtual programming increases the feasibility of a successful program beyond the economic situation of the area and to remain relevant during closures or times of depressed tourism. Considering technology has become a more mainstream connection to a diversity of ages and economic backgrounds, the MSC has developed signage and QR codes that highlights the many virtual and social media opportunities to educate the public. These new opportunities increase excitement for its programs and exhibits, and remain in the minds of its visitors long after they leave the MSC.

The population of Volusia County is currently growing as individuals seek affordable retirement homes and cost of living and manufacturing, and corporate entities move into the area. The months between June and September have the highest visitation to the MSC as tourism increases, and children are out of school. Approximately 18% of the visitors to the MSC are considered seniors (ages 50+), and Volusia County sees an increase in population during the late fall through spring months as retirees overwinter in Florida. Approximately 48% and 26% of the visitors are adults and children, respectively.



The new exhibit and location closer to the main building will bring more attention to the Bird Department Program and rehabilitation efforts. The MSC is well-known for its sea turtle hospital, but the Mary Keller Seabird Hospital is located across the main parking lot and receives less exposure from the routine visitor that misses signage directing them to the additional avian exhibits. The new project's location and convenience to additional animal exhibits increases the success and exposure to the efforts of the Mary Keller Seabird Sanctuary, and the MSC's conservation efforts as a whole.

The marketing plan of the new exhibit focuses on the grand opening and continual social media and learning opportunities the exhibit presents. Surveys have indicated that word of mouth and electronic media draw the most visitors to the Center. Significant promotion during the opening phase of the exhibit, including increased programming to support avian conservation and donor and stakeholder recognition, will help spread enthusiasm from residents and businesses.

Marketing after the exhibit opens will continue to highlight the new exhibits and programs at the MSC. Current marketing strategies will be revised to include the new Raptor Education and Conservation Exhibit, including printed media, radio interviews, news releases, and social media. Social media and virtual learning will continue to play a large role in telling the story of our avian ambassadors. Targeting audiences and cultivating relationships through special programs and outreach events will also play an important role in promoting the new exhibit and garnering continued support for the MSC's conservation mission.

# **FISCAL STABILITY**

1. BUSINESS INFORMATION (not all line items will apply to all applicants)

Operational funding for this organization	Prior Completed Year - FY 20	Current Year FY 21	Projected Year FY 22	Next Projected Year FY 23
Fundraising, Memberships, Donations, etc.	\$43,745	\$29,000	\$125,000	\$10,000
County Grants (other than ECHO)	\$0	\$0	\$0	\$0
Grants (Non-County)	\$0	\$20,441	\$25,000	\$25,000
Cash Donations	\$0	\$0	\$0	\$0
TOTALS	\$43,745	\$49,441	\$150,000	\$35,000
Personnel Services	\$699,487	\$751,178	\$743,856	\$781,373
Operating (-Marketing and Advertising)	\$919,530	\$935,467	\$891,666	\$910,499
Capital Equipment	\$86,200	\$45,300	\$36,500	\$30,700
Contractor Services (for this project)	\$0	\$29,455	\$178,884	\$0
Marketing & Advertising	\$12,000	\$10,000	\$8000	\$8,000
Capital Improvements	\$225,000	\$60,000	\$125,000	\$0
TOTAL	\$1,942,217	\$1,831,400	\$1,983,906	\$1,730,572
Not-for-Profit	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Endowments	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
TOTALS	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Number of Full-time Employees	11	11	11	11
Number of Part-time Employees	26+	26+	26+	26+
Volunteer Hours	12,628	12,181	12,500	12,500
Value of Volunteer Hours (@ /hr.)	\$360,403	\$347,646	\$356,750	\$356,750
TOTALS	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

2. Has this organization defaulted on any grant in the past five years?

No

If yes, please explain:

N/A



# FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

1. County of Volusia and Local Municipalities must provide a link to their Financial Statement under GASB 34. The link should include the following documents:

https://www.volusia.org/core/fileparse.php/5995/urlt/2020-CAFR-ADA.pdf

- a. A Management Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
- b. A Response Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
- c. An Opinion Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
- 2. Not-for-Profit Organizations: the required financial information is determined by the operating revenue or expenses/expenditures annual average of the three fiscal years prior to the application deadline, as outlined in the ECHO Guidebook.
  - a. Additional supporting documents for Not-for-Profit organizations:
    - i. IRS letter granting Not-for-Profit 501 (c) (3) status in Florida.
    - ii. The most recent Uniform Business Report (Annual Report) filed with the State of Florida, Division of Corporations.
    - iii. Unrestrictive ownership or undisturbed use of facility documentation (unless the project is an acquisition).
    - iv. Letter of intent to sell from the owner for Acquisition Projects.



# Attachment Checklist: Please check your application before submitting.

The following items/documentation <u>must</u> be included with your application or your application <u>will not</u> be scored. All match sources must be secured and proof thereof submitted by the Application Deadline in the Application Review Calendar at

https://www.volusia.org/core/fileparse.php/5951/urlt/2020 2021-Calendar-updated-8.30.2021.pdf

#### **APPLICANT**

ECHO Application, completed and signed Proof of ownership or copy of lease
⊠Mission Statement for Organization
⊠ Form 1.6 – Certification of Information and Compliance, completed and signed Drawings
⊠Street Locator
⊠Map Site Plan
⊠ Preliminary & Schematic Drawings
☑ Design & Development Documents
⊠ Construction Documents
□ Permanent ECHO Sign Documents
⊠ Project Budget Detail Chart
⊠ Official Documentation of Match
⊠ Business Plan
□ Feasibility Study
⊠Marketing Plan
☑ Fiscal Stability Chart
oxtimes Financial Audit Documents (listed in the ECHO Guidebook page 15)
https://www.volusia.org/core/fileparse.php/5995/urlt/2020-CAFR-ADA.pdf
□Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3) N/A
☑ Restrictive Covenants or Statement agreeing to follow this requirement
□Other

# **Acquisition History**

# **Purpose of Acquisition**

The County of Volusia and State acquired Lighthouse Point Park to protect, develop, operate, and maintain said property for public outdoor recreational, park, conservation, cultural and natural resource protection and related purposes.

# **Sequence of Acquisition**

In June 1983, the Ponce DeLeon Port Authority obtained title to multiple parcels amounting to approximately 51 acres which later became Lighthouse Point Park. The Port Authority originally served as local sponsor of the previous DNR Save Our Coasts grant program and received \$1.7 million, which assisted in the \$2.8 million purchase price. The Port Authority from 1984 through 1988 purchased six remaining lots for a total amount of \$43,800.

# **Title Interest**

The Board of Trustees of the Internal Improvement Trust Fund (BFIITF) holds fee simple title to Lighthouse Point Park, and Volusia County manages the park under Lease 3916 for a period of fifty (50) years. The lease will expire on April 14, 2047.

#### BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

(LIGHTHOUSE POINT PARK)

Lease No. 3916

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE, the lands described in Paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

- DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
- 2. <u>DESCRIPTION OF PREMISES</u>: The property subject to this lease, is situated in the County of Volusia, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
- 3. TERM: The term of this lease shall be for a period of fifty years commencing on April 15, 1997, and ending on 14, 2047 unless sooner terminated pursuant to the provisions of this lease.
- 4. <u>PURPOSE</u>: LESSEE shall manage the leased premises only for public outdoor recreation and related purposes along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by Paragraph 8 of this lease.
- QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises

for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

- 6. <u>UNAUTHORIZED USE</u>: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.
- 7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.
- LESSEE shall prepare and submit a MANAGEMENT PLAN: Management Plan for the leased premises in accordance with Chapters 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk.

The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

- 9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect. LESSOR AND LESSEE agree that LESSEE will have the power to grant licenses and easements to said land to the U.S. Government, its agents, contractors or subcontractors for the purposes of maintenance, dredging, or spoiling as necessary for the maintenance or construction of the Ponce deLeon Inlet and jetty system subject to prior approval by the Division of State Lands, Department of Environmental Protection.
- 10. <u>SUBLEASES</u>: This lease is for the purposes specified herein and subleases of any nature are prohibited without the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.
- 11. <u>RIGHT OF INSPECTION</u>: LESSOR or its duly authorized agents, representatives or employees shall have the right to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

- 12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures' and improvements shall be constructed in accordance with plans that are in accordance with the approved Management Plan or shall require the prior written approval of LESSOR as to purpose, location and design which approval shall not be unreasonably withheld. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE before or upon termination of this lease.
- INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per occurrence and \$200,000 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage.

LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

- 14. <u>LIABILITY</u>: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- 15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all taxes, assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this lease commences including any and all ad valorem taxes and drainage and special assessments or personal property taxes of every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises subsequent to the effective date of this lease. In no event shall the LESSEE be held liable for such liabilities which arose prior to the effective date of this lease.
- 16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be

deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

- 17. <u>TIME</u>: Time is expressly declared to be of the essence of this lease.
- 18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.
- 19. <u>UTILITY FEES</u>: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having the utilities turned off when the leased premises are surrendered.
- 20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.
- 21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.
- 22. <u>CONDITION OF PREMISES</u>: LESSOR assumes no liability or obligation to LESSEE with reference to the conditions of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.
- 23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable

permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

-24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection

Division of State Lands

Bureau of Land Management Services, M. S. 130

3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000

LESSEE: Volusia County Manager

123 West Indiana Avenue

DeLand, FL 32720

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (A) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (B) LESSEE shall

not generate, store, produce, place, treat, release or discharge any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE's obligations set forth in this paragraph shall survive the termination or

expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE's obligations as set forth in Paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

- 27. ENVIRONMENTAL AUDIT: At LESSOR's discretion, LESSEE shall provide LESSOR with a current Phase I Environmental Audit conducted in accordance with the Division of State Land's standards prior to termination of this lease, and if necessary a Phase II Environmental Audit in compliance with paragraph 26 of this lease agreement.
- 28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased

premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all permanent/capital improvements, including both structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, Department of Environmental Protection, shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division.

- 29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with Paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises. If the improvements do not meet all conditions as set forth in Paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.
- 30. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter

- 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.
- 31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.
- 31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.
- 33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

- 34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.
- 35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, meeting all building and safety codes for the location situated, maintaining the planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease, reasonable wear and tear excepted; provided, however, that any removal, closure, etc, of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, enhancement, or safety of the natural and historical resources within the leased premises and with the approved Management Plan.
- 36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.
- 37. <u>SIGNS</u>: LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all signs, literature and advertising. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE shall erect signs identifying the leased premises as a federally assisted project.
- 38. <u>SECTION CAPTIONS</u>: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

39. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA DANIEL T. CRABB, BUREAU OF LAND MANAGEMENT SERVICES, DIVISION OF LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION "LESSOR" Print/Type Witness Name STATE OF FLORIDA COUNTY OF LEON The foregoing instrument was acknowledged before me this day of Old 199, by Daniel T. Crabb, as Chief, Bureau of And Management Services, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Plot (da. He is personally known to me. Notary Public, State of Floring (SEAL) Print/Type Notary Name OFFICIAL HOTARY SEA Commission Number: ATRICIA TOLODAY REMON NUMBER Commission Expires: CC545665 APR. 18,2000 Approved as to Form and Legality

County Manager and Ex-Officio Clerk of the County Council	Ey: Pat Patterson Print/Type Name
of Volusia County, Florida	Its: Chair
(SEAL)	Approved as to form by Office of County Attorney Volusia County, Florida  Line County County Attorney,
	Telephone:
	Telecopier:
	Ву
(Official Seal)	
STATE OF FLORIDA COUNTY OF VOLUSIA	LESSEE
3rd day of April Chair	
Volusia County, Florida.	He KINGE is personally known to me xxx
(SEAL)  Serian H, Whitaker  Notary Public, Seria of Fiorida  Commission No. CC 394462  et n. My Commission Expires 09428-98	Motary Public, State of Florida  SUSAN M. WEITTAKER  Type Notary Name  Commission Number:
2 14003-HOTARY - Fiz. Honey Service & Looding Co. S. Control of the control of t	Commission Expires: 8/8/98

#### EXHIBIT "A"

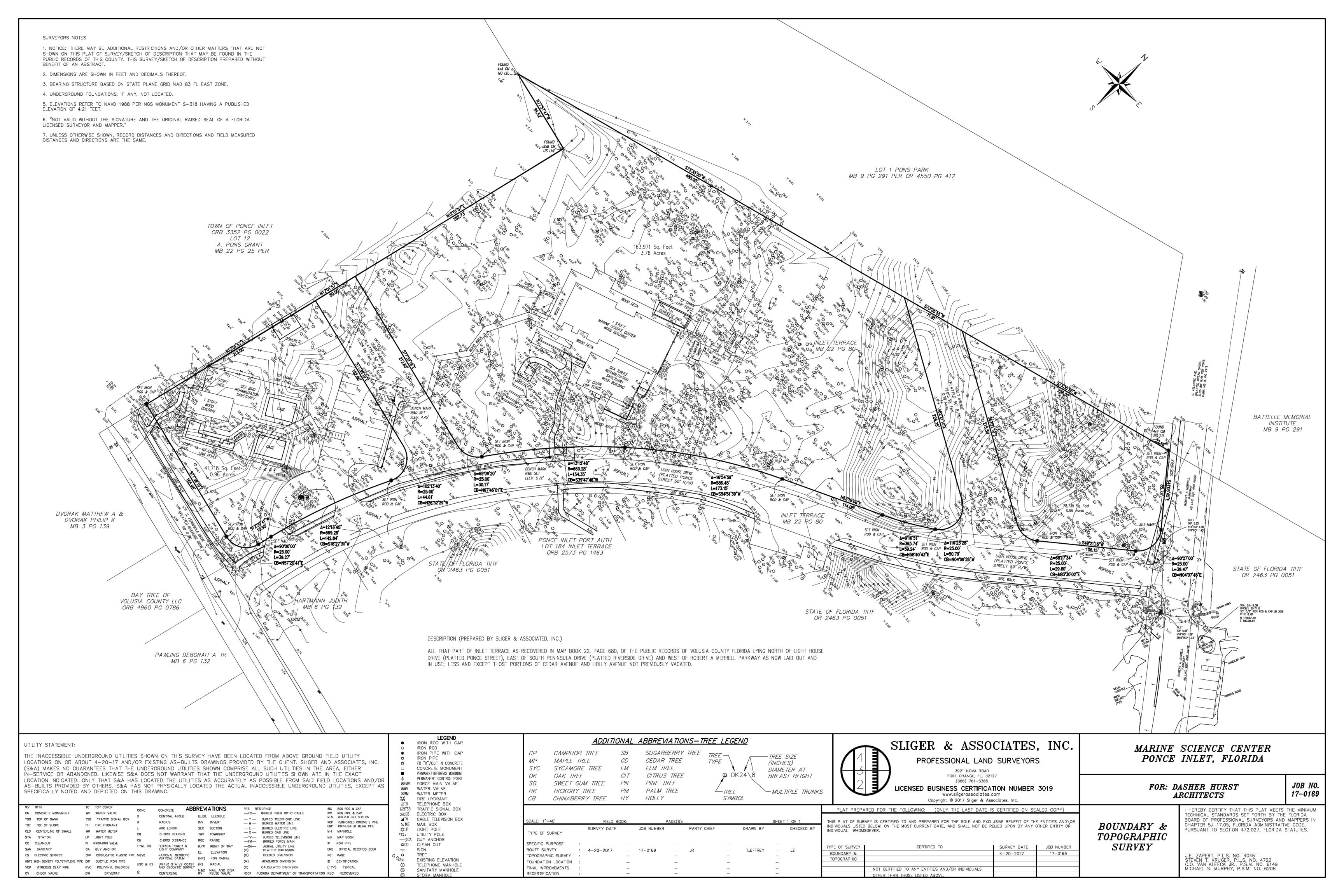
#### LEGAL DESCRIPTION OF THE LEASED PREMISES

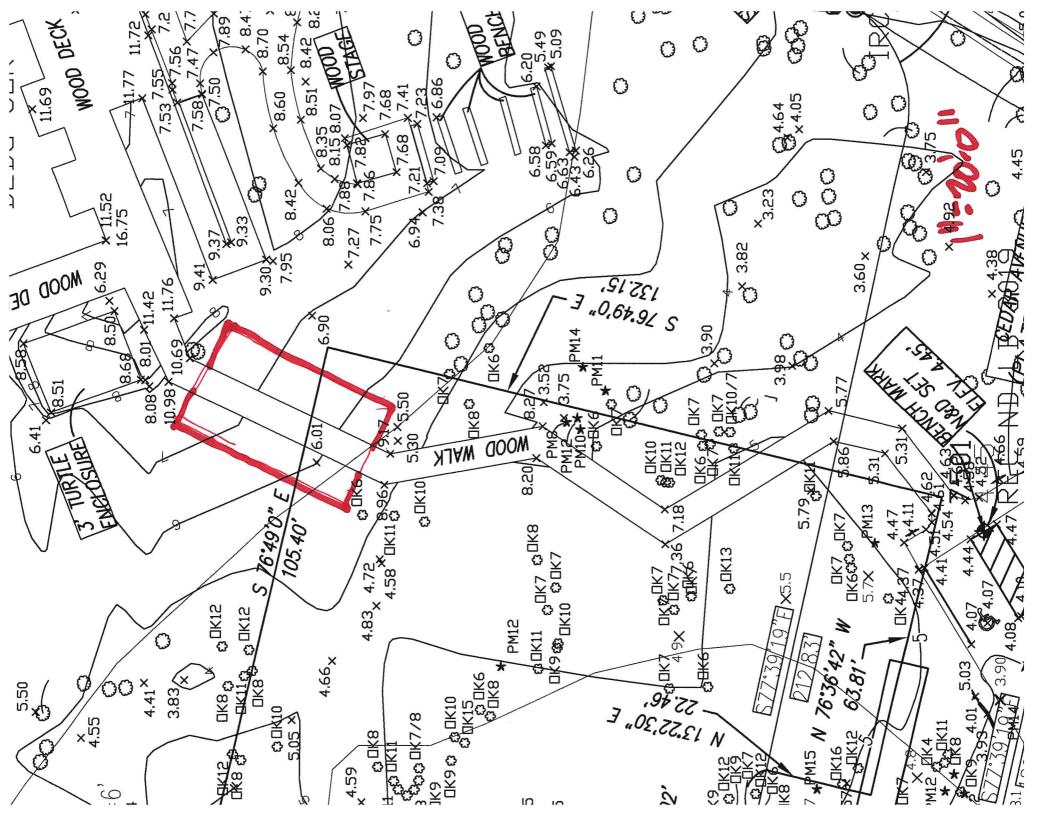
A PORTION OF INLET TERRACE SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 132, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ACCRETED LANDS LYING SOUTHERLY THEREOF, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE UNITED STATES LIGHT HOUSE RESERVATION AS SHOWN ON PLAT OF SAID INLET TERRACE SUBDIVISION; THENCE SOUTH 65°48'07" EAST A DISTANCE OF 50.99 FEET TO THE NORTHEAST CORNER OF LOT 148 OF SAID SUBDIVISION; THENCE SOUTH 12°53'17" WEST, ALONG THE EASTERLY LINE OF LOT 148, A DISTANCE OF 145.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 77°06'43" WEST, ALONG THE SOUTHERLY LINE OF LOT 148, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER THEREOF AND ALSO BEING A POINT ON THE EASTERLY LINE OF SAID LIGHTHOUSE RESERVATION; THENCE SOUTH 12°53'17" WEST ALONG THE EASTERLY LINE OF SAID LIGHTHOUSE RESERVATION, A DISTANCE OF 430.99 FEET TO THE SOUTHERLY LINE OF RIVERSIDE DRIVE, A 60-FOOT RIGHT-OF-WAY AS SHOWN ON PLAT OF SAID INLET TERRACE SUBDIVISION; THENCE SOUTH 76°51'46" EAST ALONG SAID SOUTHERLY LINE 376.59 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1110.32 FEET AND A CENTRAL ANGLE OF 10°03'12"; THENCE CONTINUE ALONG SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE AN ARC DISTANCE OF 194.82 FEET; THENCE SOUTH 17°36'08" WEST 134.45 FEET TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE RUN ALONG SAID APPROXIMATE MEAN HIGH WATER LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 74°33'00" EAST, 282.66 FEET; SOUTH 65°42'14" EAST, 250.08 FEET; SOUTH 55°36'59" EAST, 392.59 FEET; SOUTH 38°30'04" WEST 289.15 FEET; NORTH 04°52'03" EAST 97.63 FEET; NORTH 68°33'26" WEST 95.48 FEET; NORTH 89°30'30" WEST, 125.24 FEET; NORTH 27°00'13" WEST, 43.38 FEET; NORTH 76°56'38" WEST 136.93 FEET; SOUTH 02°46'39" WEST, 64.49 FEET; SOUTH 82°13'44" WEST, 83.46 FEET; SOUTH 72°33'04" WEST, 19.66 FEET; SOUTH 33°39'36" WEST, 184.73 FEET; NORTH 83°26'39" WEST, 125.25 FEET; NORTH 11°25'11" EAST, 125.83 FEET; NORTH 66°37'46" WEST, 116.21 FEET; SOUTH 66°43'30" WEST, 98.31 FEET; NORTH 43°07'00" WEST, 74.59 FEET; SOUTH 74°05'37" WEST, 60.47 FEET; SOUTH 22°00'12" EAST, 148.55 FEET; SOUTH 72°19'06" EAST, 153.77 FEET; SOUTH 81°35'20" EAST, 139.78 FEET; NORTH 82°53'00" EAST, 120.71 FEET; SOUTH 86°14'33" EAST 189.06 FEET; NORTH 87°32'25" EAST, 299.84 FEET; SOUTH 74°21'24" EAST, 112.83 FEET; SOUTH 79°58'24" EAST 245.54 FEET; THENCE, DEPARTING SAID APPROXIMATE MEAN HIGH WATER LINE, RUN NORTH 45°54'50" EAST, A DISTANCE OF 555.46 FEET TO THE SOUTHWEST CORNER OF THE NORTH JETTY RIGHT OF WAY; THENCE NORTH 01°27'55" EAST ALONG THE WESTERLY LINE OF SAID JETTY RIGHT-OF-WAY, 200.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88°50'58" EAST AND ALONG THE NORTHERLY LINE OF SAID JETTY RIGHT-OF-WAY 541.48 FEET TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN AS ESTABLISHED BY SURVEY DATED APRIL 13, 1983, PREPARED BY PHILLIPS SURVEYING, INC.; THENCE RUN ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 28°07'25" WEST, 204.34 FEET; NORTH 37°48'55" WEST, 298.06 FEET; NORTH 38°44'06" WEST, 296.79 FEET; NORTH 36°17'54" WEST, 6.34 FEET TO AN

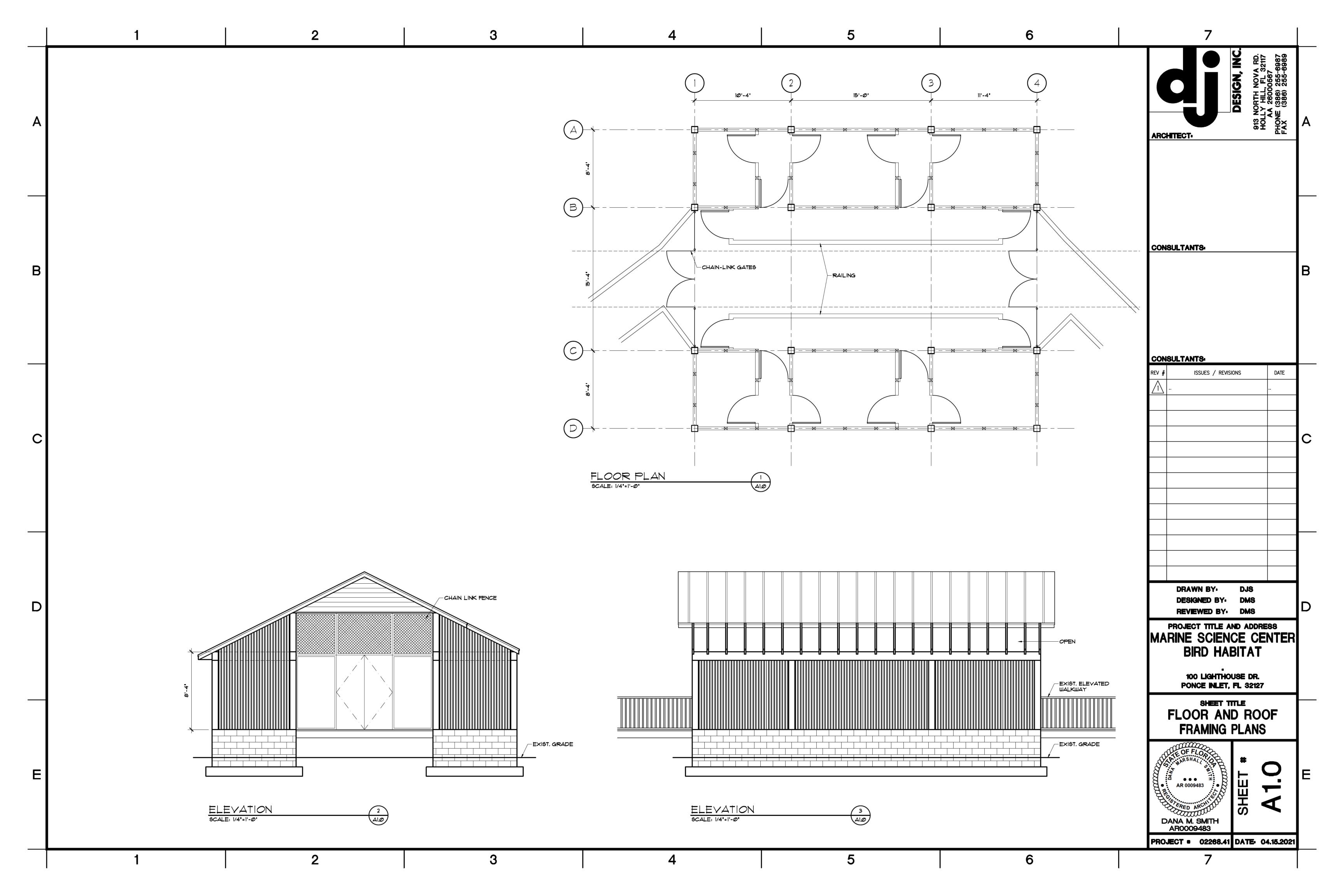
INTERSECTION WITH THE SOUTHERLY LINE OF LOT 18 OF SAID INLET TERRACE SUBDIVISION; THENCE SOUTH 66°48'20" WEST ALONG SAID SOUTHERLY LINE OF LOT 18, 187.99 FEET TO THE SOUTHWEST CORNER THEREOF AND TO AN INTERSECTION WITH THE EAST LINE OF OCEAN AVENUE, A 60-FOOT RIGHT-OF-WAY, AS PLATTED, SAID POINT BEING ON A CURVE HAVING A RADIUS OF 2400.00 FEET CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE RIGHT-OF-WAY LINE AN ARC LENGTH OF 50.00 FEET AND/OR THROUGH A CENTRAL ANGLE OF 01°11'37", SAID CURVE HAVING A CHORD BEARING OF NORTH 24°04'15" WEST TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE NORTH 66°48'20" EAST ALONG THE NORTH LINE OF SAID LOT 18, 177.12 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN BEACH; THENCE ALONG THE MEAN HIGH WATER LINE THE FOLLOWING BEARINGS AND DISTANCES; NORTH 36°17'54" WEST, 244.71 FEET; NORTH 36°05'04" WEST, 298.40 FEET; NORTH 37°04'58" WEST 298.4 FEET; NORTH 37°51'45" WEST, 39.85 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE, SOUTH 64°27'34" WEST 79.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY AND ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 21.79 FEET, A CENTRAL ANGLE OF 100°00'22", AN ARC DISTANCE OF 38.03 FEET TO THE NORTHWEST CORNER OF LOT 1, AFORESAID, SAID POINT BEING ALSO ON THE NORTHERLY LINE OF INLET TERRACE SUBDIVISION; THENCE SOUTH 74°27'56" WEST AND ALONG SAID NORTHERLY LINE, 82.45 FEET TO THE NORTHEAST CORNER OF LOT 63 OF INLET TERRACE SUBDIVISION; THENCE 29°32'32" EAST AND ALONG THE EASTERLY LINE OF LOT 63, A DISTANCE OF 13.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°00'.06" AND AN ARC DISTANCE OF 41.02 FEET TO THE POINT OF TANGENCY THEREOF: THENCE SOUTH 64°27'34" WEST AND ALONG THE SOUTHERLY LINE OF LOT 63, 73.19 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 29°32'32" WEST, ALONG THE WESTERLY LINE OF LOT 63, 57.91 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT BEING ON THE NORTHERLY LINE OF INLET TERRACE SUBDIVISION; THENCE 74°27'56" WEST, ALONG THE NORTHERLY LINE OF INLET TERRACE SUBDIVISION 1126.08 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 77°05'24" EAST ALONG THE NORTHERLY LINE OF THE UNITED STATES LIGHTHOUSE RESERVATION. AFORESAID, 94.63 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOTS 184 AND 223 OF SAID INLET TERRACE SUBDIVISION, BUT INCLUDING AND TOGETHER WITH ANY AND ALL LAND LYING BETWEEN THE AFORESAID APPROXIMATE MEAN HIGH WATER LINES AND ACTUAL MEAN HIGH WATER AS IT MAY CHANGE FROM TIME TO TIME EXCEPTING THEREFROM ONLY THAT LAND WITHIN THE AFORESAID JETTY RIGHT-OF-WAY, OR LYING NORTHERLY OF THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 1 OF SAID INLET TERRACE SUBDIVISION, OR LYING BETWEEN THE EASTERLY EXTENSIONS OF THE NORTHERLY AND SOUTHERLY LINE OF LOT 18 OF SAID INLET TERRACE SUBDIVISION AND TOGETHER WITH ANY AND ALL RIPARIAN AND LITTORAL RIGHTS, ALSO EXCEPTING LOTS 198, 209, 200 -203 INCLUSIVE AND A PORTION OF LOT 204 INLET TERRACE SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 132, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE UNITED STATES LIGHTHOUSE RESERVATION AS SHOWN ON PLAT OF SAID INLET TERRACE SUBDIVISION; THENCE ALONG SAID COURSES AND DISTANCES, SOUTH 65°48'07" EAST, 50.99 FEET; SOUTH 12°53'17" WEST, 145.00 FEET; NORTH 77°06'43" WEST, 50.00 FEET; SOUTH 12°53'17" WEST, 370.99 FEET; SOUTH 76°51'46" EAST, 251.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 76°51'46" EAST, 125.50 FEET TO A POINT OF CURVATURE TO THE RIGHT, A RADIUS OF 1170.32 FEET, A CENTRAL ANGLE OF 09°45'58", AN ARC OF 199.48 FEET AND A CHORD BEARING OF SOUTH 71°58'53" EAST, THENCE NORTH 17°36'08" EAST, 100.39 FEET; THENCE

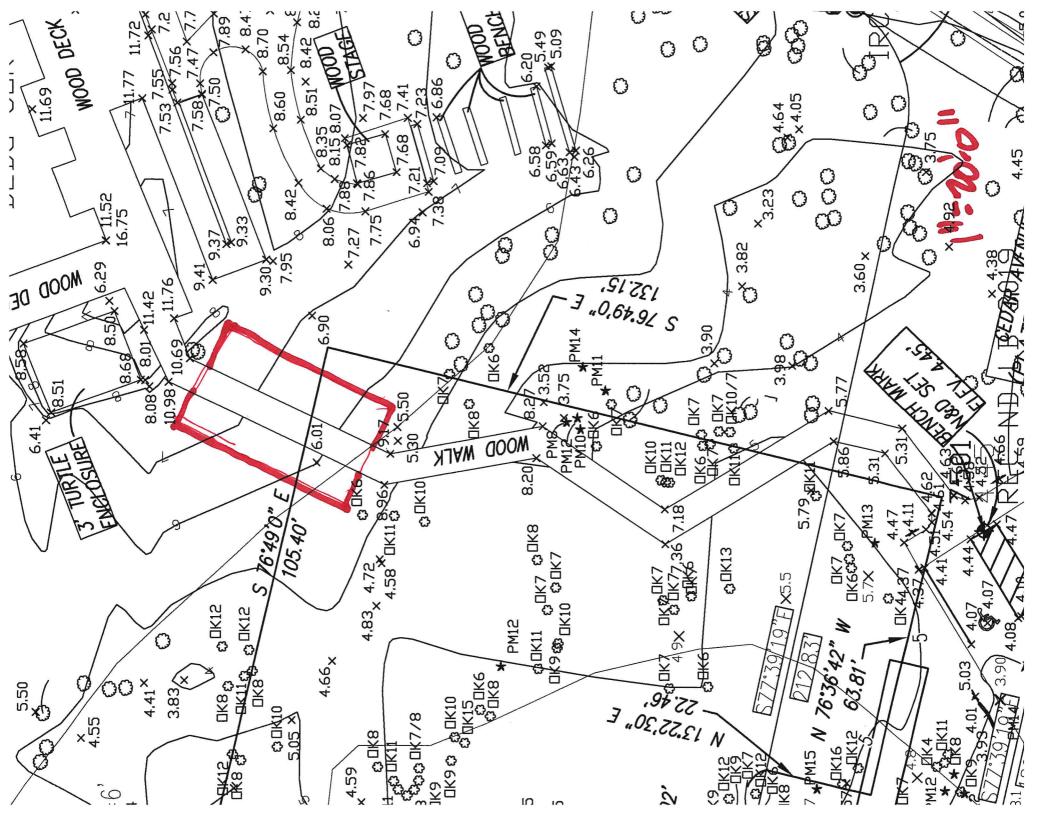
ON A CHORD BEARING OF NORTH 72°11'20" WEST A CHORD DISTANCE OF 207.02 FEET HAVING A RADIUS OF 1270.32 FEET, CENTRAL ANGLE OF 09°20'52" 'AND AN ARC LENGTH OF 207.26 FEET; THENCE NORTH 76°51'46" WEST 106.19 FEET TO THE EAST RIGHT-OF-WAY OF PONCE STREET, A 50-FOOT RIGHT-OF-WAY, AS PLATTED; THENCE ALONG AFORESAID EAST RIGHT-OF-WAY ON A CHORD BEARING OF SOUTH 24°03'59" WEST, A CHORD DISTANCE OF 101.85 FEET, HAVING A RADIUS OF 425.00 FEET, CENTRAL ANGLE OF 13°45'50" AND AN ARC LENGTH OF 102.09 FEET TO THE POINT OF BEGINNING. THE AFORESAID PARCEL PRESENTLY CONTAINING 58.4445 ACRES MORE OR LESS.



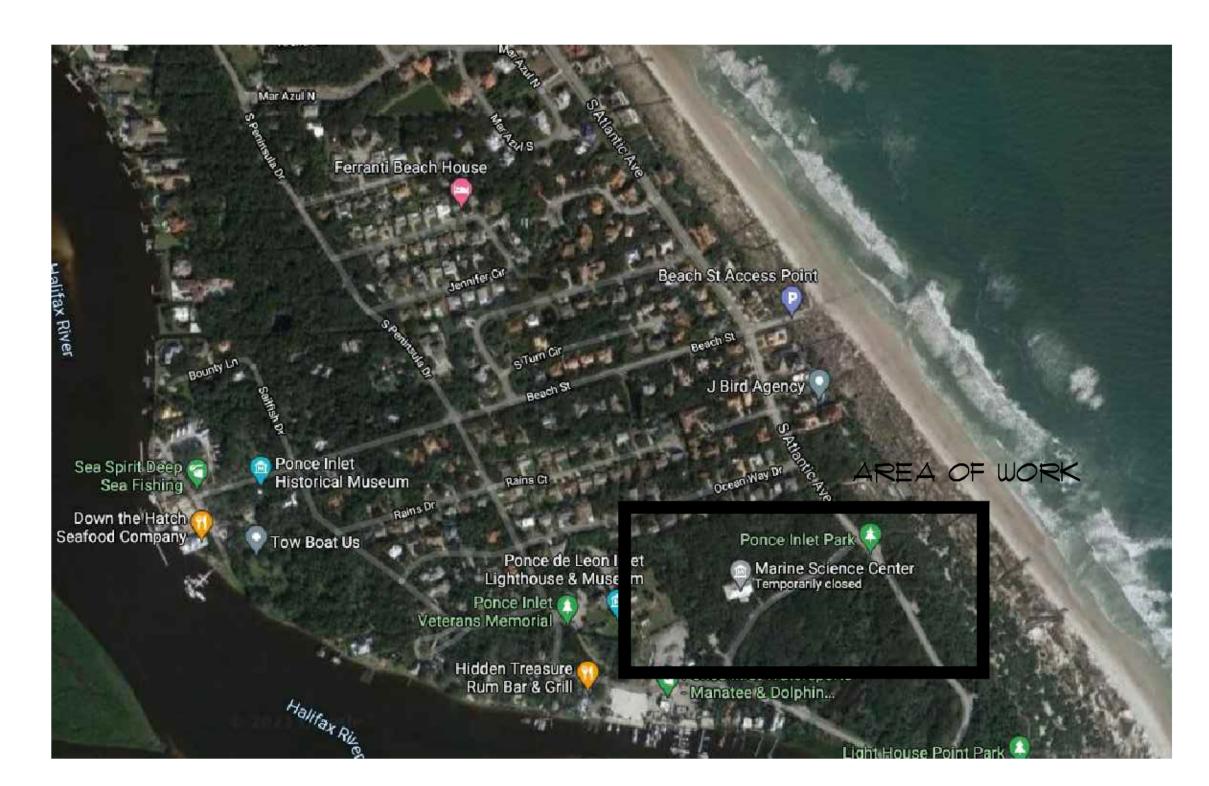








## MARINE SCIENCE CENTER BIRD HABITAT PONCE INLET, FL

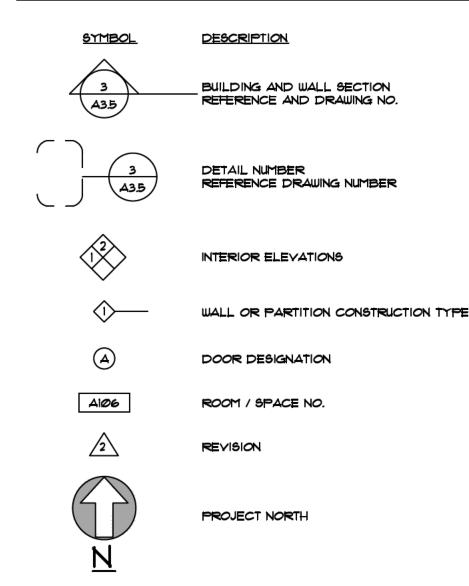


EXISTING AREA MAP



DWG	SHEET NAME
AØ.Ø	COVER SHEET
Cl	CIVIL ENGINEERING PLANS - COVER SHEET
C2	CIVIL ENGINEERING PLANS - CONSTRUCTION NOTES
C3	CIVIL ENGINEERING PLANS - CONSTRUCTION NOTES
C4	CIVIL ENGINEERING PLANS - DEMOLITION & EROSION CONTROL PLA
C5	CIVIL ENGINEERING PLANS - GEOMETRY, SIGNAGE & STRIPING PLAN
C6	CIVIL ENGINEERING PLANS - PAVING, GRADING AND DRAINAGE PLANS
CT	CIVIL ENGINEERING PLANS - CONSTRUCTION DETAILS
TPI	LANDSCAPE PLANS - TREE PROTECTION PLAN & DETAILS
LAI	LANDSCAPE PLANS - LANDSCAPE PLANS & DETAILS
A1.Ø	FLOOR PLAN, FOUNDATION PLAN & ROOF PLAN
A2.Ø	BUILDING SECTIONS AND ELEVATIONS
A3.Ø	DETAILS
5Ø.1	STRUCTURAL PLANS - GENERAL NOTES & DESIGN CRITERIA
S1.1	STRUCTURAL PLANS - FOUNDATION PLAN
S1.2	STRUCTURAL PLANS - FRAMING PLAN
<b>6</b> 2.1	STRUCTURAL PLANS - SECTIONS & DETAILS
<del>5</del> 2.2	STRUCTURAL PLANS - SECTIONS & DETAILS
<del>5</del> 2.3	STRUCTURAL PLANS - WALL SECTIONS AND DETAILS
MØ.I	MECHANICAL GENERAL INFORMATION
MLI	MECHANICAL PLAN, SCHEDULES & DETAILS
PØ.1	PLUMBING GENERAL INFORMATION
P1.1	PLUMBING PLAN
EØ.1	ELECTRICAL LEGEND, NOTES AND SPECS
El.Ø	ELECTRICAL PLAN
-	-

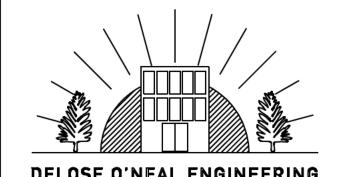
## ARCHITECTURAL SYMBOLS



## GENERAL NOTES:

- 1. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTORS RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION (I.E. CIVIL, ARCHITECTURAL, STRUCTURAL, ELECTRICAL, ETC.) AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS. UNLESS OTHERWISE SPECIFICALLY NOTED IN THE DRAWINGS OR PROJECT MANUAL. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE ARCHITECT/ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWINGS AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER NOR ARCHITECT/ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ARCHITECT/ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR
- 2. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 563.48 WITH RESPECT TO HANDICAPPED ACCESSIBILITY DESIGN AND CONSTRUCTION STANDARDS.
- 3. ANY AND ALL DEVIATIONS FROM SPECIFIED PRODUCTS MUST BE APPROVED BY THE ARCHITECT.
- 4. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO CONTROL DUST AND MUD ASSOCIATED WITH THE WORK OF THIS PROJECT. EROSION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND METHOD USED SHALL MINIMIZE ADVERSE ENVIRONMENTAL EFFECTS, PER FDOT SPECIFICATIONS, SECTION 104.
- ALL PROPOSED CONSTRUCTION SHALL BE PURSUANT TO INFORMATION SHOWN ON THESE PLANS AND LOCAL CODES. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE.
- 5. THE EXISTENCE AND LOCATION OF HIDDEN UTILITIES ARE NOT GUARANTEED AND SHALL BE INVESTIGATED AND VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE STARTING WORK THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES TO, AND FOR PROPER MAINTENANCE PROTECTION OF, EXISTING UTILITIES AND STRUCTURES DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE RELOCATION OF TELEPHONE OR GAS LINES BY THE UTILITY COMPANIES.
- 6. THE CONTRACTOR SHALL PROVIDE SAFE, SUFFICIENT, AND PROPER FACILITIES AT ALL TIMES FOR THE INSPECTION OF THE WORK BY THE OWNER, ENGINEER, AND ALL APPROPRIATE GOVERNMENTAL AND REGULATORY AGENCIES.





P (407) 766-2813 Goldenrod, FL 32733 C (321) 277-4128

CONSULTANTS:



LOWE STRUCTURES, INC. 11651 Central Parkway, Suite 106 Jacksonville, FL 32224

(904) 992-0377 FL Cert of Auth: 28261 EOR: J. Matthew Lowe FL PE: 59027

CONSULTANTS:

ISSUES / REVISIONS

DRAWN BY WCB/DJS

PROJECT TITLE AND ADDRESS **MARINE SCIENCE CENTER BIRD HABITAT** 

REVIEWED BY: DMS

DESIGNED BY:

100 LIGHTHOUSE DR. PONCE INLET. FL 32127

SHEET TITLE **COVER SHEET** 



PROJECT • 02268.41 DATE: 04.15.202

## CODE REVIEW DATA

APPLICABLE CODES:

Th EDITION (2020) FLORIDA BUILDING CODE - EXISTING BUILDING Tth EDITION (2020) FLORIDA BUILDING CODE - ACCESSIBILITY 7th EDITION (2020) FLORIDA BUILDING CODE - PLUMBING

1th EDITION (2020) FLORIDA FIRE PREVENTION CODE 2017 NATIONAL ELECTRICAL CODE

AUTHORITY HAVING JURISDICTION TOWN OF PONCE INLET

CHIEF BUILDING OFFICIAL - HANK BAKER OCCUPANCY TYPE BUSINESS - GROUP 'B'

ALLOWABLE AREA AND HEIGHT (CHAPTER 5) TABLE 506.2 - 9,000 S.F. / STORY TABLE 5043 - 40 FT.

PROJECT BUILDING AREA AND HEIGHT GROUND FLOOR 468 SQ. FT.

CONSTRUCTION TYPE (CHAPTER 6)

ROOF CONSTRUCTION

TYPE VB STRUCTURAL FRAME BEARING WALLS - EXTERIOR OHR BEARING WALLS - INTERIOR 0 HR FLOOR CONSTRUCTION

## CODE REVIEW DATA (CONT.)

INTERIOR FINISH REQUIREMENTS (CHAPTER 8) NO RESTRICTIONS

FIRE PROTECTION SYSTEM FIRE ALARM SYSTEM IS NOT REQUIRED PER FBC CHAPTER 9

OCCUPANT CAPACITY (TABLE 1004.1.2) 3 OCCUPANTS OCCUPANT / 150 / GSF

EGRESS CALCULATION (FBC 1005) PROVIDED

02 in / pers = 6"

ENCLOSURE STATUS

WIND BORNE DEBRIS ZONE

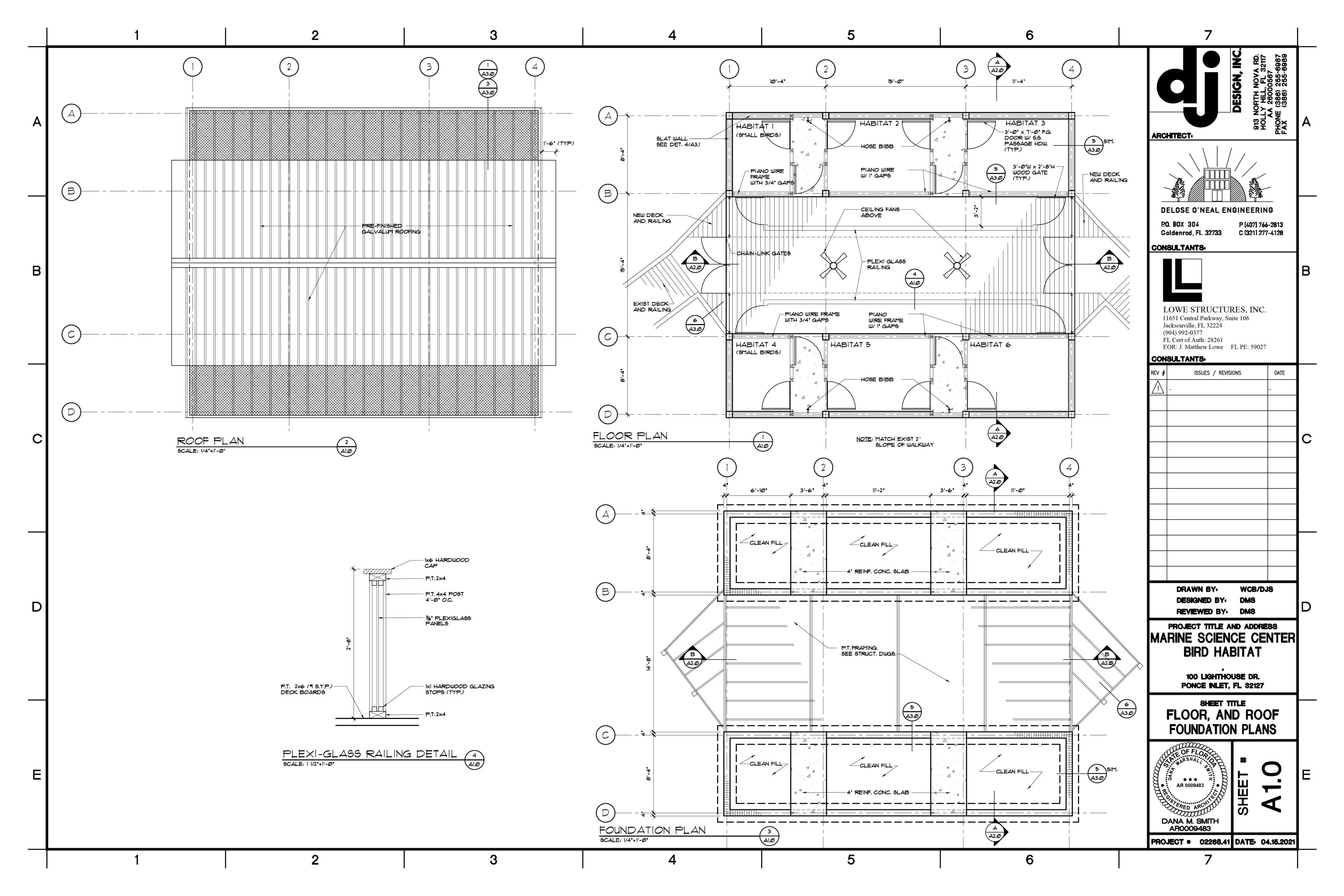
MAXIMUM ALLOWABLE TRAVEL DISTANCE (TABLE 1017.2)

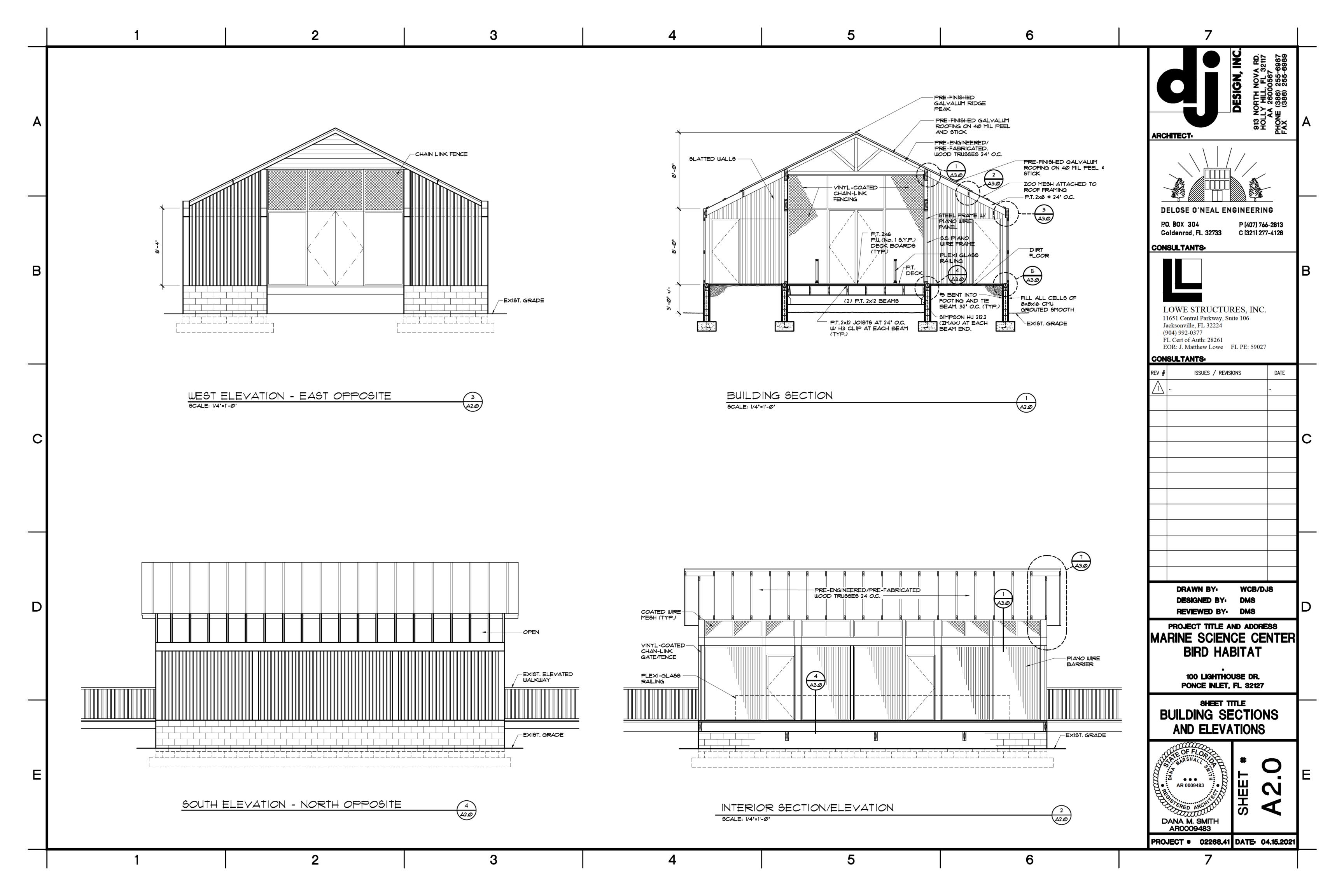
WIND LOAD REQUIREMENTS (CHAPTER 16) Vult (FIGURE 1609.3 (2))

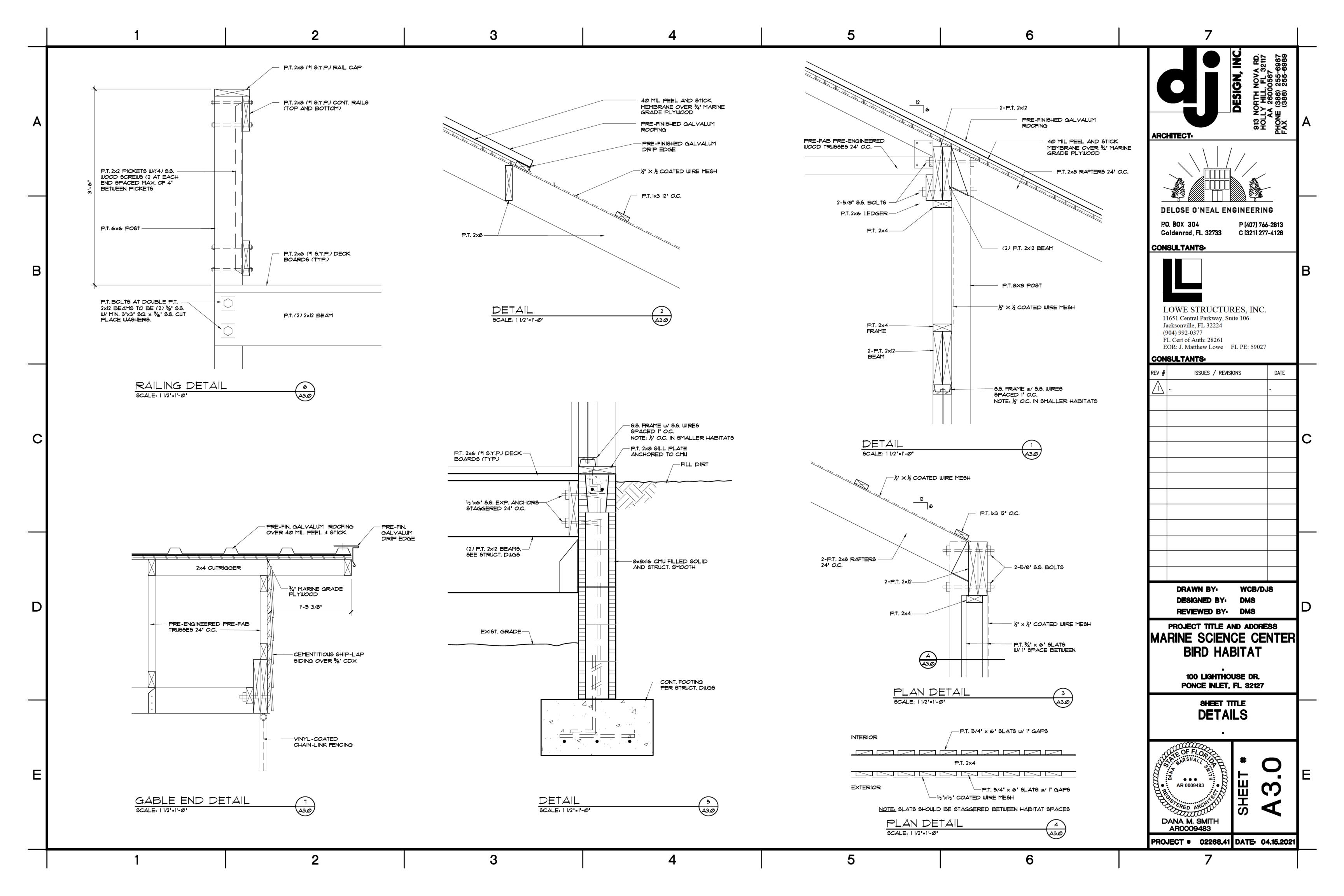
> RISK CATEGORY (TABLE 1604.5) WIND EXPOSURE CATEGORY(1609.4) HEIGHT AND EXPOSURE COEFFICIENT(TABLE 1609.6(2))

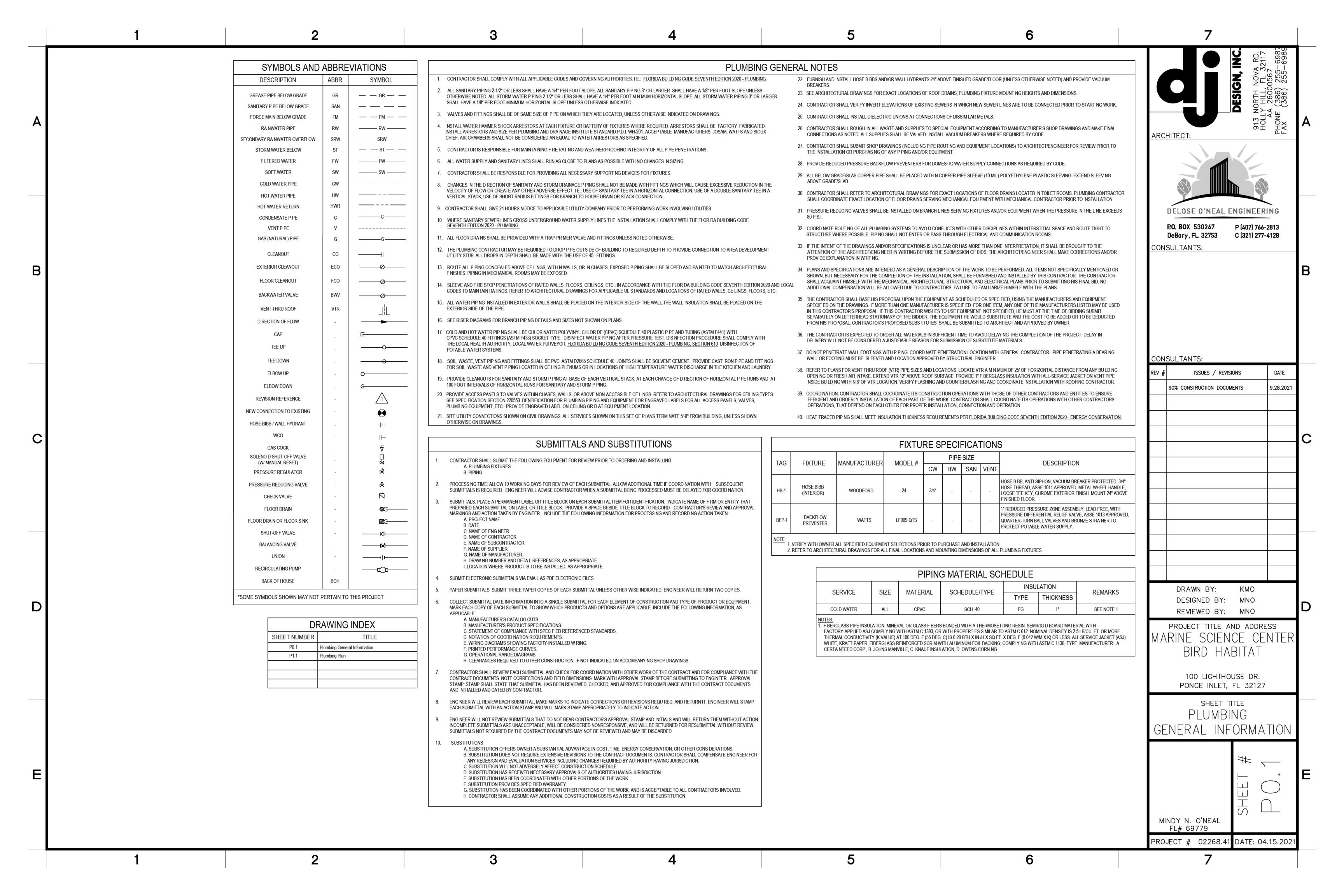
ENCLOSED

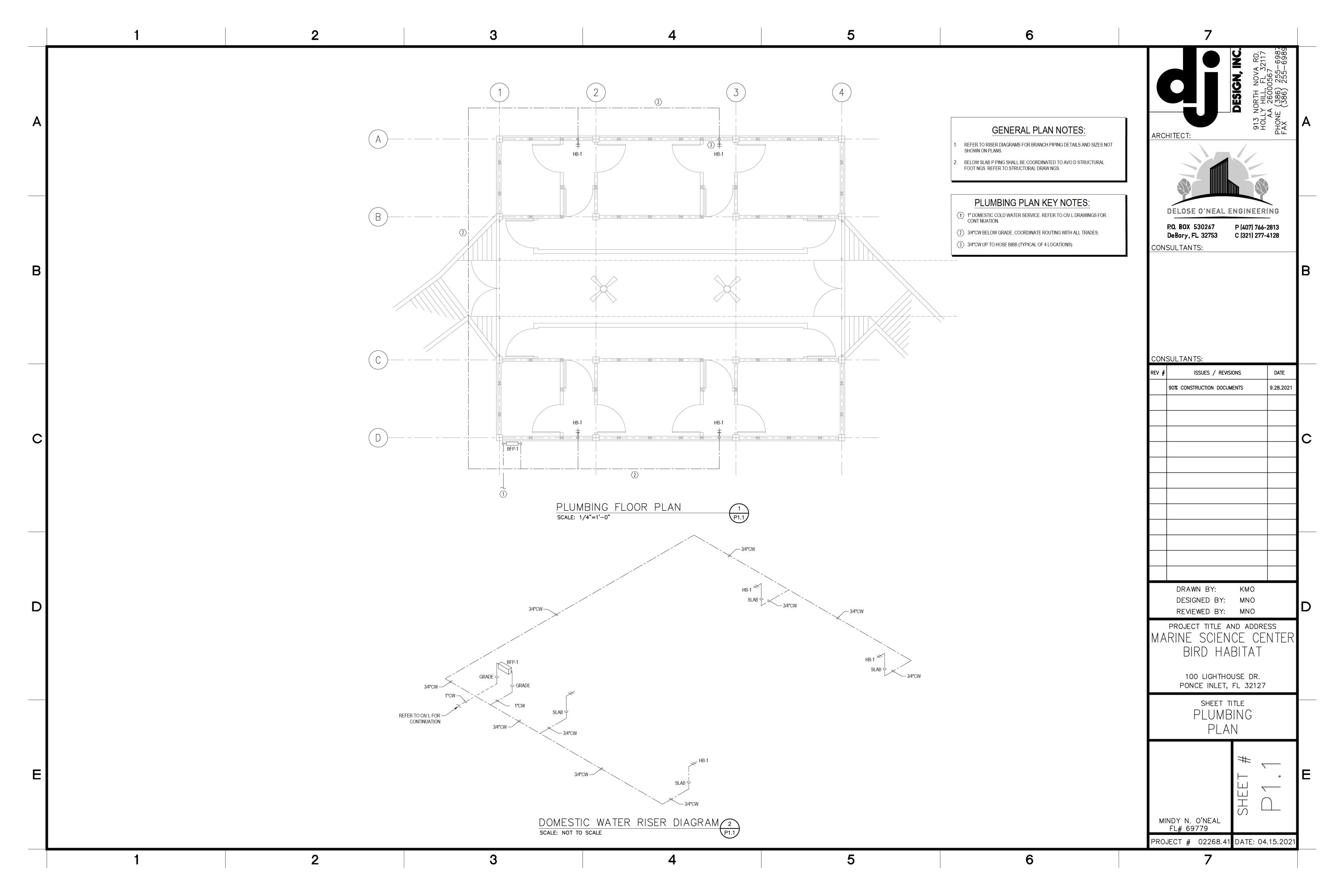
EXPOSURE 'D'



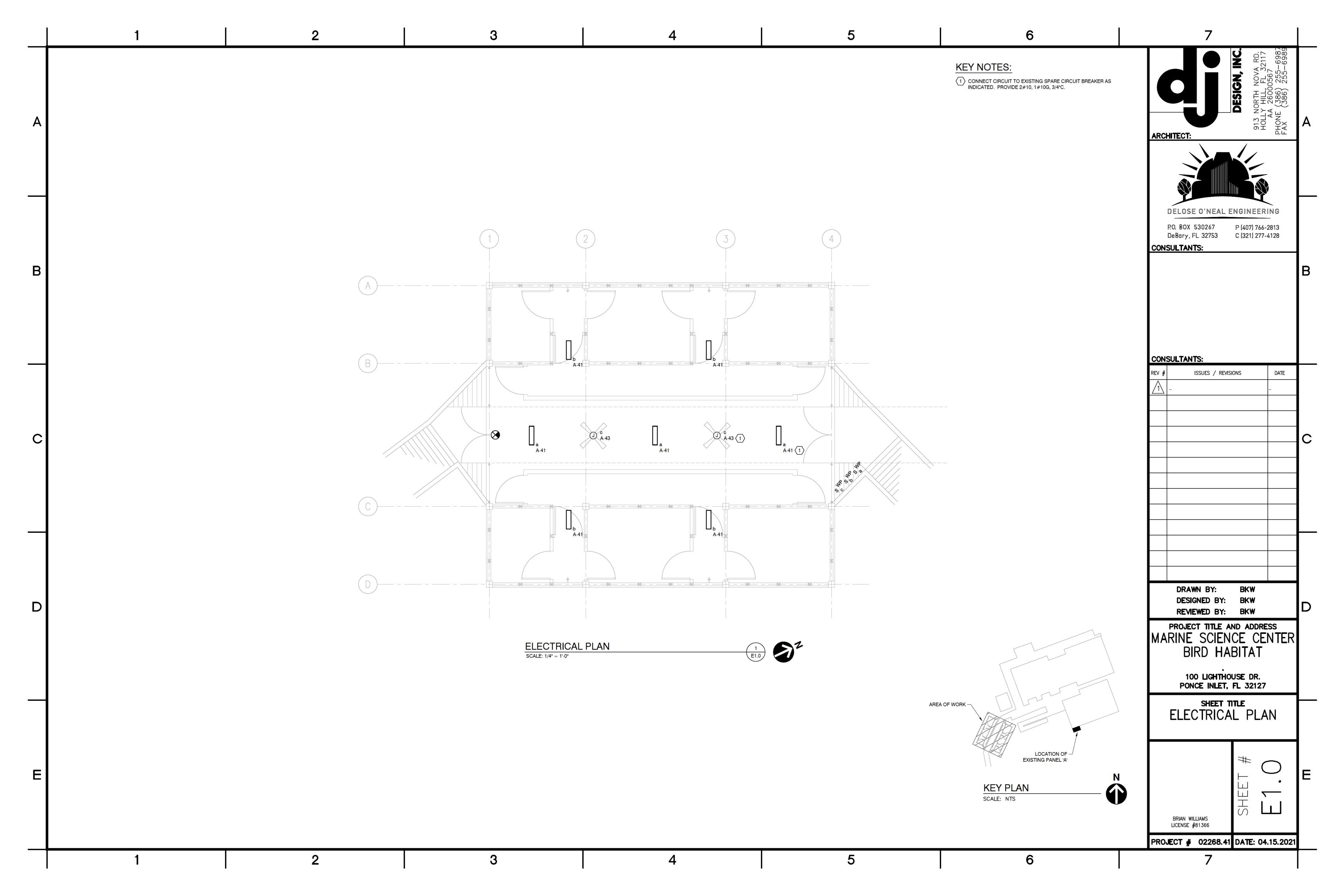




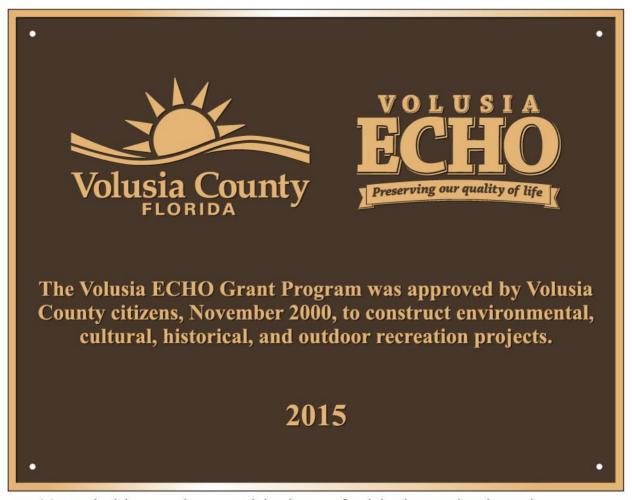




	1	2	3		4	5		6		7	
			GENERAL ELECTRICAL NOTES:							GN, INC.	NOVA RD. FL 32117 50567 ) 255–6987 ) 255–6989
			1. APPLICABLE CODES:  • 7TH EDITION, FLORIDA BUILDING CODE - BUILDING (2020)  • NFPA 70, NATIONAL ELECTRICAL CODE (2017)			LIGHTING	FIXTURE SCHEDU	ILE		DESIGNATION OF THE PROPERTY OF	VORTH Y HILL A 260( (386) (386)
			2. IT IS THE INTENT OF THESE CONTRACT DRAWINGS TO PROVIDE A C	OMPLETE AND WORKABLE FACILITY.	TYPE	DESCRIPTION 2' VANDAL RESISTANT WRAPAROUND LED	CATALAG W	ATTAGE VOLTAGE	NOTES  MOUNT FIXTURE WITH		913 N HOLL A/ AX AX
			3. DESIGN DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL O ELEMENTS THAT MAY BE REQUIRED FOR PROPER INSTALLATION O SITE. ADDITIONAL BENDS, OFFSETS, AND CONDUIT AS REQUIRED E OR OTHER JOB CONDITIONS, SHALL BE PROVIDED TO COMPLETE TO	THE WORK. SUCH WORK SHALL BE VERIFIED AT THE Y VERTICAL AND HORIZONTAL EQUIPMENT LOCATIONS HE WORK AT NO ADDITIONAL COST TO THE OWNER.		FIXTURE. WILDLIFE AND OBSERVATORY FRIENDLY, 593 NM AMBER LED. MARINE GRADE EXTRUDED ALUMINUM, NATATORIUM BLACK FINISH. LISTED FOR WET LOCATION.	VISION # VPF4 AMBER-2FT-MIN1-15W-AMB- MVOLT-OP-BLK	15W 120/277V	RIGID STEMS AT 9'-0" ABOVE FINISHED FLOOR TO BOTTOM, UNLESS OTHERWISE NOTED.	ARCHITECT:	<u> </u>
			<ol> <li>EXCEPT WHERE SHOWN IN DIMENSIONAL DETAIL, THE LOCATIONS COORDINATE FINAL LOCATIONS PRIOR TO ROUGH-IN.</li> <li>ALL MATERIALS SHALL BE LISTED BY THE UNDERWRITER'S LABORA</li> </ol>		⊗	LED EXIT SIGN, RED LETTERS, BLACK HOUSING. LISTED FOR WET LOCATION.	LITHONIA #WLTE-B-1-R	1 120/277V			
			<ol> <li>IN THE EVENT PLANS AND CODES CONFLICT, NOTIFY THE CONSTR APPROVAL OF THE ENGINEER OF RECORD.</li> <li>IN ACCORDANCE WITH NFPA 70, GROUND EXPOSED, NON CURREN</li> </ol>							DELOSE O'NEAL ENGIN	FEDING
			EQUIPMENT AND RACEWAY SYSTEMS.  8. EQUIPMENT SIZES INDICATED ARE MINIMUM. CONTRACTOR SHALL								7) 766-2813
			PURCHASED PRIOR TO ROUGH-IN.  9. THE INSTALLATION SHALL BE ACCOMPLISHED BY SKILLED WORKER		ELECTF	ICAL LEGEND:					) 277-4128
			<ol> <li>CONTRACTOR SHALL PROTECT EXISTING UTILITIES FROM DAMAGE REPAIR FOR ALL PROPERTY DAMAGED BY OPERATIONS IN CONJUN</li> </ol>		SYMBO						
			<ol> <li>ALL BOLTS, NUTS, WASHERS, ETC. USED FOR GROUNDING AND BO CONTRACTOR SHALL UTILIZE CONNECTORS TO PREVENT GALVANI</li> </ol>		TYPICAL A1 <del>-</del>		<u>г</u> О	DISCONNECT SWI	TCH EQUIPMENT CONNECTION		[ *
			12. ALL EXPOSED ELECTRICAL CONDUIT VULNERABLE TO MECHANICA OTHERWISE NOTED. ALL OTHER CONDUIT INSIDE FACILITY SHALL SUPPORTED BY SUITABLE CLAMPS, HANGERS OR STRAPS TO PROV	BE ELECTRICAL METAL TUBE (EMT). CONDUITS SHALL BE	a	1L1-1 - CIRCUIT DESIGNATION  SWITCH LEG	1	KEY NOTE IDENTIF	FIER		
			13. CONDUIT SUPPORTS SHALL NOT BE FASTENED OR ATTACHED TO OBE ALLOWED. EMPTY CONDUIT SHALL BE THOROUGHLY SWABBED DEBRIS BEFORE WIRE IS DRAWN IN. END OF CONDUIT SHALL BE THE SHALL BE LOCATED TO IMPAIR THE STRENGTH OF STRUCTURAL MISSING.	OUT WITH DRY SWAB TO REMOVE MOISTURE AND AHTLY PLUGGED UNTIL WIRE IS PULLED. NO CONDUIT EMBERS. MAKE CHANGES IN DIRECTION OF RUNS WITH	□	LED LIGHT FIXTURE  EXIT SIGN	⊕ GFI WP	20A, GROUND FAL DUPLEX RECEPTA WEATHERPROOF			
			SYMMETRICAL BENDS. DO NOT INSTALL CRUSHED OR DEFORMED PLASTER, DIRT, OR TRASH FROM LODGING IN CONDUIT, BOXES, FIT	TINGS. FREE CLOGGED CONDUITS OF OBSTRUCTIONS.	S; S <sub>M</sub> ; S	SWITCH: SINGLE; MOTOR RATED;	<b>A</b>	CONDUIT SIZE			
ł			14. CONDUIT SHALL BE ROUTED AND INSTALLED IN A NEAT AND ORDE RUN PARALLEL AND PERPENDICULAR TO THE BUILDING STRUCTURE	•	- INI)	WEATHERPROOF ENCLOS	SURE	GROUND CONDUC	ZE OF CONDUCTORS	CONSULTANTS:  REV # ISSUES / REVISIONS	DATE
										<u> </u>	
			ELECTRICAL SPECIFICATIONS								
			SECTION 260519 - LOW-VOLTAGE ELECTRICAL CABLES	POWER CONDUCTORS AND	PART 2 - PRODU	CTS			_		
			PART 1 - GENERAL		2.1 NOT USED						
			<ul><li>1.1 ACTION SUBMITTALS</li><li>A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT.</li></ul>		PART 3 - EXECUT						
			PART 2 - PRODUCTS		A. INSTA	LL INSULATED EQUIPMENT GROUNDING CONDUCTO	ORS WITH ALL FEEDERS AND BRANC	H CIRCUITS.			
								rems			
			<ul> <li>2.1 COPPER BUILDING WIRE</li> <li>A. DESCRIPTION: FLEXIBLE, INSULATED AND UNINSULATED, DRAY         OVERALL INSULATION LAYER OR JACKET, OR BOTH, RATED 60</li> <li>B. STANDARDS: LISTED AND LABELED AS DEFINED IN NFPA 70, E</li> </ul>	V OR LESS.	SECTION 2	:60533 - RACEWAYS AND BOXES	FOR ELECTRICAL SYST				
			<ul> <li>A. DESCRIPTION: FLEXIBLE, INSULATED AND UNINSULATED, DRA' OVERALL INSULATION LAYER OR JACKET, OR BOTH, RATED 60</li> <li>B. STANDARDS: LISTED AND LABELED AS DEFINED IN NFPA 70, E INTENDED LOCATION AND USE. ROHS COMPLIANT.</li> <li>C. CONDUCTORS: COPPER, COMPLYING WITH ASTM B 3 FOR BA</li> </ul>	V OR LESS. Y A QUALIFIED TESTING AGENCY, AND MARKED FOR	PART 1 - GENERA	NL LS	FOR ELECTRICAL SYST				
			<ul> <li>A. DESCRIPTION: FLEXIBLE, INSULATED AND UNINSULATED, DRAY OVERALL INSULATION LAYER OR JACKET, OR BOTH, RATED 60</li> <li>B. STANDARDS: LISTED AND LABELED AS DEFINED IN NFPA 70, E INTENDED LOCATION AND USE. ROHS COMPLIANT.</li> <li>C. CONDUCTORS: COPPER, COMPLYING WITH ASTM B 3 FOR BASTRANDED CONDUCTORS.</li> <li>D. CONDUCTOR INSULATION: TYPE THHN AND TYPE THWN-2. CO</li> </ul>	O V OR LESS. Y A QUALIFIED TESTING AGENCY, AND MARKED FOR RE ANNEALED COPPER AND WITH ASTM B 8 FOR	PART 1 - GENERA	LS LL PRODUCTS.	FOR ELECTRICAL SYST			DRAWN BY: BKV	
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Qty. (2) 3/4" thick bronze plaques with leatherette finish background and raised brushed surface copy and border, 30"H x 38.4"W with 4 thru holes (.375")

WE NEED	YOUR APPROVAL TO BE	GIN PRODUCTION
Attn:	Date: 09-19-2018	At image360, we take pride in precision - but the final examination for accuracy is your responsibility. Before giving your approval, please
Company: Volusia County - Coastal Division	Jab #. 29529	examine all proofs carefully for the accuracy of information presented including spelling, numbers, graphics, colors, sizes and general layout. Colors may vary due to variations in printing and viewing capabilities.



1440 N. Nova Road Suite 308 Holly Hill, FL 32117 (386) 238-5507

ESTIMATE E-34419

www.image360daytona.com
PO Number: MA4083
Payment Terms: Net 45

Created Date: 9/15/2021

**DESCRIPTION:** ECHO Grant Plaque (MSC)

**Bill To:** Volusia County Marine Science Center

100 Lighthouse Dr. Ponce Inlet, FL 32127

US

Pickup At: Image360 - Daytona

100 Lighthouse Dr. Ponce Inlet, FL 32127

US

Entered By: Tracy Collins

**Requested By:** Chad Macfie Salesperson: Image360 - Daytona

Email: cmacfie@volusia.org

Work Phone: (386) 804-3529 Tax ID: 85-8012622393C9

\_\_\_\_\_

Text:

(Vol Co logo) (EHCO logo)

The Volusia ECHO
Grant Program was
approved by Volusia
County citizens,
November 2000, to
construct environmental,
cultural, historical, and
outdoor recreation
projects.
(TBD)

Description:

EHCO Plaque: (1) Aluminum Plaque 30 W x 38.4 H, 5/16 Thick Material, Raised Copy-Horizontal Stroke, Stipple-w/Brushed Surface, Single Line Wide Bevel, 2025 Black Painted, Satin, Finished Back, Notes:

- 1. Lead-time approx. 4-5 weeks after art/layout approval.
- 2. Posts and Installation are not included but can be provided.

Generated On: 9/16/2021 8:57 AM

Page 1 of 2



#### 100 Lighthouse Drive Ponce Inlet, FL 32127

Arlene Deegan President

Susan Wilson Vice President

Laura Eckert Secretary

Kathy Hardesty Treasurer

Suzie Bradley **Board Member** 

Mary Hoffman **Board Member** 

**Deborah Pearson Board Member** 

Heidi Tasker **Board Member** 

#### **Board Resolution of**

#### Friends of Marine Science Center

We, the undersigned, being the directors of the non-profit organization Friends of the Marine Science Center consent and agree that the following resolution was made on September 15, 2021.

We do hereby consent to the following allocation of funds voted on in an email vote on September 15, 2021.

In accordance with the bylaws, and by unanimous consent, the board of directors of the Friends of the Marine Science Center agree to fund \$175,000 of the Raptor Education and Conservation Project.

The monies will be held in our Ameriprise account under a restricted line item titled Raptor Education and Conservation Project until such time the funds are required by the County of Volusia and the Marine Science Center for construction of the exhibit.

The officers and directors of the Friends of the Marine Science Center are authorized to carry out this resolution.

Arlene Deegan, President Susan Wilson, Vce President Kathy Hardesty, Treasurer Laura Eckert, Secretary Suzie Bradley, Board Member Mary Hoffman, Board Member Deborah Pearson, Board Member Heidi Tasker, Board Member



The secretary of the Friends of the Marine Science Center certifies that the above is a true and correct copy of the resolution adopted by the board of directors of the Friends of the Marine Science Center on September 22, 2021.

Laura Eckert, Secretary







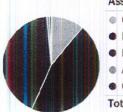
## **Your Ameriprise statement**

for July 1, 2021 to July 31, 2021

PREPARED FOR FRIENDS OF THE MSC

# Value of your investment accounts

#### Your asset allocation



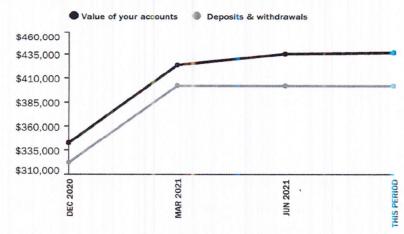
Asset class	Value on Jul 31, 2021	Percent of assets
Cash & cash investments*	\$48,108.99	11.0%
<ul> <li>Fixed income</li> </ul>	\$198,381.94	45.5%
Equities	\$182,757.38	41.8%
<ul> <li>Alternatives</li> </ul>	\$4,555.79	1.0%
Other assets	\$3,210.36	0.7%
Total assets	\$437,014.46	100%

\*Cash investments includes cash held inside pooled investments (e.g. mutual funds), as part of a manager's investment strategy, and is not directly accessible unless you sell some of that investment. For details visit ameriprise.com/allocation.

#### Your personal advisor

Lenssen Wealth Management Group A private wealth advisory practice of Ameriprise Financial Services, LLC 1 Daytona Blvd Ste 270 FL 2nd Daytona Beach, FL 32114-1252 386.252.0901 Alexis.Lenssen@ampf.com ameripriseadvisors.com/alexis.lenssen

#### Value of your investment accounts over time



This chart provides a five-year view of your account values. The black line shows the value of your accounts, while the gray line shows your net contributions (deposits less withdrawals).



Get all the details online at ameriprise.com. Click the Portfolio tab to find your latest account value, activity and asset allocation.

#### Are you registered?

Manage your finances, pay bills and contact your advisor - anytime, anywhere through the secure site on ameriprise.com.

(§) Cash accessible with banking features in your Ameriprise ONE account: \$782.20

#### TASK ASSIGNMENT NO. 29 TO THE

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES FOR ARCHITECTURE AND ENGINEERING FOR VERTICAL CONSTRUCTION PROJECTS BETWEEN THE COUNTY OF VOLUSIA AND THE FIRM OF

DJ DESIGN, INC. 913 NORTH NOVA ROAD HOLLY HILL, FL 32117

PROJECT TITLE: MARINE SCIENCE CENTER BIRD HABITAT EXHIBIT

NUMBER: PC2932

#### I. PURPOSE

This is an attachment to the Contract for Professional Consulting Services for Architecture and Engineering for Vertical Construction, which expires on August 12, 2023 between the County of Volusia (COUNTY) and the consulting firm of DJ Design, Inc., (CONSULTANT) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the CONSULTANT.

#### II. SCOPE OF WORK

The CONSULTANT'S Scope of Work for Marine Science Center Bird Habitat Exhibit shall include the following tasks as outlined and attached hereto as Exhibit "A". Except as herein modified, all terms and conditions of the cited original Contract (as previously amended, if applicable) shall remain in full force and effect for the term of the Contract as originally set forth in said Contract.

#### III. DELIVERABLES

The CONSULTANT shall produce and deliver to the COUNTY the deliverables outlined and attached hereto as Exhibit "A".

#### IV. SCHEDULES AND TIME FOR COMPLETION

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the county. Within ten (10) days after receipt of Notice to Proceed (or other authorizing document), the CONSULTANT shall provide a proposed schedule of payments tied to deliverables which are acceptable to the COUNTY. If the schedule is altered due to unforeseen delays the County's project manager shall be notified immediately. Failure to meet the scheduled completion date may be grounds for Termination for Default.

#### V. METHOD OF COMPENSATION

Payment will be in accordance with the Contract for Professional Consulting Services No. [RSQ #20-SQ-78SR for Architecture and Engineering for Vertical Construction. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work as described herein, shall not exceed a grand total amount of TWENTY-THREE

Page 1 of 3 06/16/2021

THOUSAND NINE HUNDRED FIFTY DOLLARS and 00/100 (\$23,950.00), as detailed in Exhibit "A". At no time shall work fees exceed said amount of compensation herein without a written and executed amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first below written.				
Vendor acknowledges that M.SMITH authorized to execute contracts/agreements with the conformed signature of the Authorized Signatory shall Signatory. By signing this Agreement electronically electronic or conformed signature as his or her own record by the County of Volusia.	ne County of Volusia and any affixed electronic or nall be the act of and attributable to the Authorized the Authorized Signatory does thereby adopt the			
CONSULTANT: DJ DESIGN, INC.				
BY: Daval South				
BY: DANA M. SM(TH., V.P.  (Print Corporate Officer Name & Title)	ATTEST:			
Date:	Date:			
BY: DIRECTOR OF PURCHASING AND CONTRACT Per Ordinance No. 2009-07, Section 2-272(a) a  BY: Pam Wilsky, CPPO, CPPB Director of Purchasing & Contracts	nd Section 2-273(a)			
Date: 4 22/2021	Date: 6/23/21			
Exhibit "A" – Scope of Services and Fee				

#### **EXHIBIT A**



April 15, 2021

Laura E. Laser, AIA
Senior Architect
Engineering & Construction
Volusia County
123 West Indiana Ave., Room 402
DeLand, Florida 32720

VIA E-mail

RE: Architectural Design Proposal – Contract No. 15-SQ-116JD – MSC: New Bird Habitat Exhibit; Project No. 02268.41

Laura,

Per your RSQ 20-SQ-78SR project summary, our conversation on January 19<sup>th</sup> and a subsequent conversation with Chad Macfie, we have prepared this comprehensive fee proposal.

The Scope-of-Project will include the design of a Bird (Raptor) Habitat connected to the existing raised walkway for access and related site improvements, similar in nature to the character sketch provided by user. The building will be roof-covered, wood frame/mesh aviary cage exhibits on raised piles with railed wooden walkways on piers to match existing walkways. The project design will include multiple cage sections with permeable floors designed to hold substrate and drain water, an access gate and interior observation deck with stand-off railings and, shall complement the existing buildings. Included will be an alternate for future bird exhibits at boardwalk corners.

#### Scope of Services:

- Meetings with Volusia County and Marine Science staff and users,
- Architectural and structural design of permanent buildings.
- Scope of Work and deliverables as defined in Section 3 of our contract and as described above.

#### Compensation:

Section 5.1 of our contract specifies the types of fees allowed under a Task Assignment, but doesn't establish an hourly rate or fee calculation, so we have proposed the following breakdown of tasks and fees for same:

- Geotechnical engineering \$1,500 Universal Engineering Sciences
- Meetings with stakeholders \$1,500
- Structural Engineering- \$4,500 Lowe Structures
- Conceptual Design \$2,000
- Statement of Probable Construction Cost \$750
- Construction Documents (drawings and specifications) \$8,200

#### **EXHIBIT A**

- Engineering Coordination \$3,200
- Bidding, Permitting and Construction support \$1,800
- Reimbursable Expenses NTE \$500
   Total Fixed Fee \$23,950

#### Deliverables:

We will provide Architectural Site Plan, Floor and Roof Plans, Life Safety Plan, walkway/wall sections, architectural/structural details, as well as permitting, bidding assistance and construction support services. Deliverables also include technical specifications and a statement of probable construction cost. Submittals to include a geotechnical report, PDFs, hard copies on request, signed/sealed permit drawings and AutoCAD files at completion.

#### **Project Schedule:**

- 1. 30% Drawings: 3 weeks after NTP
- 2. 60% Drawings: 6 weeks after NTP
- 3. 90% Drawings: 10 weeks after NTP
- 4. 100% Permit/Bid Documents: 12 weeks after NTP
- 5. Construction Administration: 24 weeks after Contract Award

In the event that the accepted design concepts are subsequently modified for reasons beyond our control, the additional services resulting from these modifications shall be cause for additional compensation as outlined in Section 3.2.6.1.

Please review this to see if it agrees with your understanding of the work efforts needed. If these terms are acceptable, please issue a Task Assignment and we will begin the design work.

Yours truly,

DJdesign Services, Inc.

Dana M. Smith, Architect

Principal



#### TASK ASSIGNMENT AMENDMENT

COUNTY OF VOLUEIA ELOPIDA

COUNTION	VOLUSIA, FLORIDA		
Project Title:	Marine Science Center Bird Ha	bitat Exhibit	
Consultant: Address:	DJ Design, Inc. 913 North Nova Road Holly Hill, Florida 32117		
ATTACHMEN	ITS TO THIS AMENDMENT:	<ul> <li></li></ul>	

In consideration of the mutual understandings and agreements contained herein, the parties agree Contract Number 20-SQ-78SR, Task Assignment no. 29 dated 06/22/2021, is amended as follows:

The COMPENSATION section shall be amended as follows: INCREASE compensation by THREE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$3,500.00), from TWENTY-THREE THOUSAND NINE HUNDRED FIFTY DOLLARS AND 00/100 (\$23,950.00), to a not to exceed grand total amount of TWENTY-SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS AND 00/100 (\$27,450.00).

The SCOPE OF WORK section of the above referenced work order shall be amended to add additional scope of services as outlined in Exhibit "A."

#### TERMS AND CONDITIONS

- a) Except as herein modified, all terms and conditions of the cited original Contract (as previously amended, if applicable) shall remain in full force and effect for the term of the Contract as originally set forth in said Contract.
- b) In accordance with the Contract, which states that any amendments shall be valid only when expressed in writing and duly signed by the parties, the parties desire to amend the cited Contract as indicated.

Page 1 of 3

08/16/2021

#### TASK ASSIGNMENT AMENDMENT

- c) The Scope of Services attached to the cited Contract is modified as provided in the attached Exhibit "A" which is incorporated by this reference.
- d) The CONSULTANT shall provide said services pursuant to this Amendment, the cited Contract (as further amended, if applicable), and its Attachments, which are incorporated herein by reference as if they had been set out in their entirety.
- e) It is expressly understood by the CONSULTANT that this Amendment, until executed by the COUNTY, does not authorize any changes to the cited Contract and that the COUNTY, prior to its execution of the Amendment, reserves the right to cancel the Amendment without penalty if it is determined that to do so is in the best interest of the COUNTY.
- f) The CONSULTANT shall sign the Amendment first and the COUNTY second. This Amendment becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Amendment will be forwarded to the CONSULTANT upon execution by the COUNTY.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Page 2 of 3

## TASK ASSIGNMENT AMENDMENT

IN WITNESS WHEREOF, the parties have made a below written.	nd executed this Agreement the day and year first
Vendor acknowledges thatauthorized to execute contracts/agreements with the conformed signature of the Authorized Signatory she Signatory. By signing this Agreement electronically, electronic or conformed signature as his or her own a record by the County of Volusia.	all be the act of and attributable to the Authorized the Authorized Signatory does thereby adopt the
CONSULTANT: DJ DESIGN, INC.	
BY: (Signature)	, ATTEOT
BY: Print Corporate Officer Name & Title)	Manney W. J. DOL
Date:	Date: 4-17-2
BY: Suzanne Konchan Deputy County Manager	
Date: 8 25 2021	ATTEST:  Maya D. Nolonyali  Date: 8/25/2021
Exhibit "A"- Scope of Services and Fee	
Page 3 of 3	08/16/2021

#### **EXHIBIT A**



July 26, 2021

Laura E. Laser, AIA
Senior Architect
Engineering & Construction
Volusia County
123 West Indiana Ave., Room 402
DeLand, Florida 32720

VIA E-mail

RE: Architectural Design Proposal – Contract No. 15-SQ-116JD – MSC: New Bird Habitat Exhibit; Project No. 02268.41-Additional Services

Laura,

Per your July 8th email and accompanying sketches, we have prepared this additional engineering fee proposal.

The Scope-of-Project will be modified to add the design of overhead misters, floor drains with sand filters, hose bibbs, service-lighting and ceiling fans.

#### Compensation:

Section 5.1 of our contract specifies the types of fees allowed under a Task Assignment, but doesn't establish an hourly rate or fee calculation, so we have proposed the following breakdown of tasks and fees for same:

- MPE Engineering- \$2,500 DeLose O'Neal Engineering
- Engineering Coordination \$1,000
   Total Additional Fee \$3,500

In the event that the accepted design concepts are subsequently modified for reasons beyond our control, the additional services resulting from these modifications shall be cause for additional compensation as outlined in Section 3.2.6.1.

Please review this to see if it agrees with your understanding of the additional work efforts needed. If these terms are acceptable, please issue a Task Assignment and we will begin the design work.

Yours truly,

DJdesign Services, Inc.

Dana M. Smith, Architect

Principal

### TASK ASSIGNMENT NO. 16 TO THE

## CONTRACT FOR CONSULTING SERVICES FOR PROFESSIONAL SURVEYING AND MAPPING BETWEEN THE COUNTY OF VOLUSIA AND THE FIRM OF

SLIGER & ASSOCIATES, INC. 3921 NOVA ROAD PORT ORANGE, FLORIDA 32127

PROJECT TITLE: MARINE SCIENCE CENTER: BIRD HABITAT EXHIBIT

NUMBER: PC2887

#### I. PURPOSE

This is an attachment to the Contract for Professional Consulting Services for Surveying and Mapping, which expires on October 26, 2023 between the County of Volusia (COUNTY) and the consulting firm of Sliger & Associates, Inc. (CONSULTANT) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the CONSULTANT.

#### II. SCOPE OF WORK

The CONSULTANT'S Scope of Work for the Marine Science Center Bird Habitat Exhibit shall include the following tasks as outlined and attached hereto as Exhibit "A". Except as herein modified, all terms and conditions of the cited original Contract (as previously amended, if applicable) shall remain in full force and effect for the term of the Contract as originally set forth in said Contract.

#### III. DELIVERABLES

The CONSULTANT shall produce and deliver to the COUNTY the deliverables outlined and attached hereto as Exhibit "A".

#### IV. SCHEDULES AND TIME FOR COMPLETION

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the county. Within ten (10) days after receipt of Notice to Proceed (or other authorizing document), the CONSULTANT shall provide a proposed schedule of payments tied to deliverables which are acceptable to the COUNTY. If the schedule is altered due to unforeseen delays the County's project manager shall be notified immediately. Failure to meet the scheduled completion date may be grounds for Termination for Default.

#### V. METHOD OF COMPENSATION

Payment will be in accordance with the Contract for Professional Consulting Services No. 20-SQ-121SR for Surveying and Mapping. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work as described herein, shall not exceed a grand total amount of TWO THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS and 00/100 (\$2,255.00) payable as detailed in Exhibit "A". At no time shall work fees exceed said

amount of compensation herein without a written and executed amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made an below written.	d executed this Agreement, the day and year first
Vendor acknowledges thatauthorized to execute contracts/agreements with the conformed signature of the Authorized Signatory sha Signatory. By signing this Agreement electronically, electronic or conformed signature as his or her own as record by the County of Volusia.	all be the act of and attributable to the Authorized the Authorized Signatory does thereby adopt the
CONSULTANT: SLIGER & ASSOCIATES, INC.	
BY: (Signature)	ATTEST:
BY: C.O.VANKLEECK, JR. SECRETARY  (Print Corporate Officer Name & Title)	Date: 3/30/2021
Date: 03/30/202/	Date: 3/30/2021
COUNTY OF VOLUSIA:	
BY: DIRECTOR OF PURCHASING AND CONTRAC- Per Ordinance No. 2009-07, Section 2-272(a) an	
Pam Wilsky, CPPO, CPPB Director of Purchasing & Contracts	
Date: 03/30/2021	ATTEST
	Date: 3/30/31
Exhibit "A" – Scope of Services and Fee	

#### **EXHIBIT A**

#### "Celebrating 40 Years"



March 24, 2021

Ms. Laura E. Laser, AIA Construction Manager Volusia County Public Works Engineering and Construction 123 West Indiana Avenue, Room 402 Deland, Florida 32720

Re: Proposal of Surveying and Mapping Services (21-122)
Marine Science Center – Bird Sanctuary, Ponce Inlet, Florida

Dear Ms. Laser:

Sliger & Associates is pleased to submit our proposal for Surveying and Mapping Services for the above referenced project.

TASK) Prepare a limited tree survey within the area shown on the attached exhibit. All trees 6" and greater diameter at breast height will be located.

FEE:	PLS	1 hour @ \$125.00	\$125.00
	Field Crew	8 hours @ \$145.00	\$1,160.00
	Cad	8 hours @ \$90.00	\$720.00
	Total		\$2,005.00

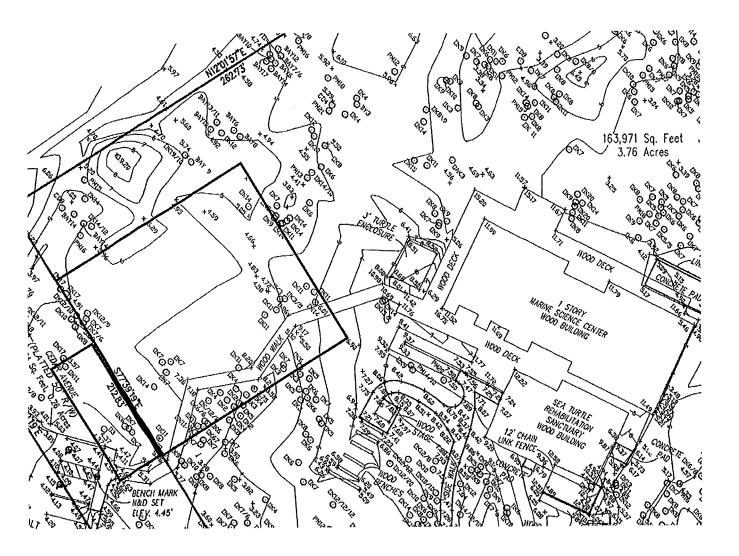
FEE FOR DELIVERABLES: Prints, Mylars, CDs and shipping charges will be billed at our current rates not to exceed \$250.00. An AutoCAD 2019 digital file will also be available.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to this project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,

J.E. Zapert, P.L.S.

#### **EXHIBIT A**



File Number: 9113 Page 1 of 1

Date:	08/31/2021		AGENDA	A ITEM			Item: 01		
[] Ordii	nance	[] Resc	lution	[] Bud	get Resolution	[X] Oth	X] Other		
			County	/ Goals					
[X]	Thriving Communities	[X]	Economic & Financial Vitality	0	Excellence in Government	0	NA		
-	tment: Finance on: Chief Financia	al Office	er						
			ican Rescue Plan ARPA Transition F			ıs Loca	s Local Fiscal		
	Ossowski			Legal		County	/ Manager's Office		
Directo	Finance			Assist Attorn	er Wallace ant County ey www J Wallaw	Ryan Ossowski Chief Financial Officer			
Departm	nent Approval			Appro	ved as to Form	,	()°		
Ryan (	Ossowski			and Le	egality				
Division	Approval								
Cound	il Action:								
Modifi	cation:								
	int Number(s): NA tem Budget: NA								
	Contact(s):				Phone		Ext.		
Ryan C	Ryan Ossowski				386 9	43 7054	12725		
Summ	arv/Highlights:								

Staff has prepared the attached slate of projects for use of the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF) and related ARPA Transition Fund.

Projects eligible for direct spending of the CLFRF/ARPA (under non-revenue loss provisions of the CLFRF) are separately identified on the attachment. The remaining projects included on the attachment are done so with the intention of funding those projects with allowable revenue loss proceeds from ARPA (the ARPA Transition Fund projects).

Staff seeks direction on the slate of projects.

**Recommended Motion:** Direction.

**Current Slate** 

Revision #2 - Revised to Include Council Changes from Workshop and 8/3/21 Meeting; Update of Recommended Remaining COVID-19 Expense Allocation

Note: In most cases, no engineering or formal design work has been initiated on the projects listed. Amounts are based on department and division budgetary estimates. Finance department staff have only reviewed these projects at a high level, and estimates are subject to change.

Department	Division	#	Project Description	Amount	Currenti A <b>≣</b> ocate		Potential Alternative Funding Available (Other Than General Fund or MSD)	Category	Manager Recommended Slate	Notes from Council Workshop for any Project Changes from Manager's Slate (some items clarified at 8/3/21 Council Meeting)	Current Slate  (Green = Change from Manager's Slate) (N/C = No Change to Manager's Slate per Workshop on 7/27/2021)
Aviation and Economic Resources	Economic Development		Business Resource/Resiliency Web Portal - Construct a single-source website and associated site App to benefit all Volusia County businesses	\$ 75,000	\$	-	Econ Dev Reserves				N/C
	Economic Development		Small Business Recovery/Resource Center, One-stop-shop - Set up a Small Business Accelerator to build long-term community economic resiliency by assisting small businesses and entrepreneurs recover from the pandemic, create new opportunities, and avoid future business interruptions. Utilizing a hub and spoke model, the program serves as a one-stop-shop for businesses and central point for local and national resources. Includes \$200,000 of 1st Year Startup Costs	1,200,000		-	Econ Dev Reserves			Chair Brower suggested using ARPA for this project. Councilmember Wheeler was also in support.	1,200,000
	Economic Development		Volusia County Digital Downtown & Buy Local Initiative - The pandemic has accelerated the changes in how we shop and conduct business. As a result, business that were struggling with online operations before the pandemic are especially vulnerable now. Creating programs to assist with the transition, such as a Digital Downtown Program, are imperative to the resiliency of our small business community. This initiative will increase the vitality of the downtown businesses by facilitating a stronger online presence in a Volusia-centric market.	65,000		-	Econ Dev Reserves	Economic Development	None		N/C
	Economic Development		Small Business Management Program - Fund partner-led training programs, purchase business management software, financial supplement for computer purchase	110,000		-	Econ Dev Reserves				N/C
	Economic Development		Business and Innovation Ecosystem Branding - Create business resource brand & publications, develop community awareness campaign, create and launch annual small business expo	20,000		-	Econ Dev Reserves				N/C
	Economic Development		Business Revolving Loan Fund/Micro-Lending Program	1,500,000		-	Econ Dev Reserves	J			N/C
Business Services	Facilities Services		Purchase of FTC building to move Tax Collector and Elections Warehouse and eventually SOE into. Plus to this is: a, would be able to recoup some revenue by college lease and b. in 4 years eliminate lease for SOE There is \$5M currently in elections warehouse capital fund, with a project estimate of \$11M, the net request would be \$6M.	6,000,000		-		Constitutional Officer Facility	6,000,000		6,000,000

01-2 Page 1 of 15

#### ARPA Potential Projects by Department / Division Includes Both Direct Allocation Projects and ARPA Transition Fund Projects

Original Date: July 23, 2021 Latest Revised Date: August 9, 2021

**Current Slate** 

Note: In most cases, no engineering or formal design work has been initiated on the projects listed. Amounts are based on department and division budgetary estimates. Finance department staff have only reviewed these projects at a high level, and estimates are subject to change.

Revision #2 - Revised to Include Council Changes from Workshop and 8/3/21 Meeting: Update of Recommended Remaining COVID-19 Expense Allocation

Department	Division	#	Project Description	Amount	Currently Allocated	ARPA Direct (2)	Potential Alternative Funding Available (Other Than General Fund or MSD)	Category	Manager Recommended Slate	Notes from Council Workshop for any Project Changes from Manager's Slate (some items clarified at 8/3/21 Council Meeting)	(Green = Change from Manager's Slate) (N/C = No Change to Manager's Slate per Workshop on 7/27/2021)
Business Services	Facilities Services		Facilities Capital Improvement Projects in FY22 Recommended Budget: 440&442 water sewer line replacement Historic courthouse building envelope Marine Science Center water sewer improvements Marine Science Center siding NSB courthouse annex roof Cld elections demo/construction IT roof replacement TCK Rotunda upgrade TCK bathrooms TCK fountain reconstruction 440 Beach St staircase Micro computer building plumbing infrastructure Rich Ave ADA improvements and roof DeLand Courthouse HVAC cooling towers DeLand Courthouse HVAC cooling towers DeLand Courthouse PAVAC cooling towers	5,173,000	-			Faci <b>l</b> ities Projects in General Fund Budget	: Continue Funding in General Fund		N/C
	Fleet Managemen		Remote monitoring system for county generators. This would eliminate the need for employees to drive and monitor fuel and maintenance and provide online records for emergency of fuel consumption and what buildings are on generator- would provide good reporting for FEMA events also	46,000	-			Fleet Management	46,000		46,000
Community Service	S Community Assistance		Clyde Morris Landings Affordable Housing Incentive	900,000	900,000			Affordable			900,000
	Community Assistance		Other Affordable Housing Programs	2,500,000	-			Housing Programs	3,400,000		2,500,000
	Community Assistance		Veterans Homeless Shelter	1,000,000				Added pursua discu	ant to Council	Discussed by Councilmember Wheeler	1,000,000
	Community Assistance		Food Distribution - Not Currently Needed based on Surveys of Non-profits, however this could change once the effects of the lifting of eviction moratorium are felt.	-	-			Food Distribution	None at this time		N/C

Page 2 of 15 01-3

Current Slate

Revision #2 - Revised to Include Council Changes from Workshop and 8/3/21 Meeting; Update of Recommended Remaining COVID-19 Expense Allocation

Note: In most cases, no engineering or formal design work has been initiated on the projects listed. Amounts are based on department and division budgetary estimates. Finance department staff have only reviewed these projects at a high level, and estimates are subject to change.

Department	Division	#	Project Description	Amount	Currently Allocated	ARPA Direct (2)	Potential Alternative Funding Available (Other Than General Fund or MSD)	Category	Manager Recommended Slate	Notes from Council Workshop for any Project Changes from Manager's Slate (some items clarified at 8/3/21 Council Meeting)	(Green = Change from Manager's Slate) (N/C = No Change to Manager's Slate per Workshop on 7/27/2021)
As Community Services Su Di	ommunity ssistance - ubmitted irectly by MA		Expansion of Medication Assisted Treatment - SMA proposes an expansion of its Medication Assisted Treatment (MAT) for Opioid Addiction in Volusia County. The expansion will add a second MAT dinic in western Volusia County and increase overall casebad capacity at the two locations from 300 to 450. The expansion will ensure that services are provided 5 days per week in East Volusia to a caseload of 400 individuals and 2 days per week in West Volusia to a caseload of 50 individuals.). The annual cost of this staff expansion and associated program costs is expected to be \$600,000 for the Westside MAT clinic and \$280,000 for the Eastside MAT clinic, annually.	900,000			Expected opioid settlement		-		
As Su Di	ommunity ssistance - ubmitted irectly by MA		Renovation and Yearly Funding of SMI Clients - Currently SMA is the primary care provider to 661 of its most seriously mentally ill clients. SAMHSA funding for these primary care services will expire in May 2022. With the loss of this funding SMA faces the prospect of having to discontinue its primary care services. To replace these funds SMA Healthcare is currently in the process of applying to become Federally Qualified Health Center Look-alike program. However, it would not cover the costs for those SMI who are indigent, uninsured, or underinsured. As services are covered through May 2022, SMA proposes to utilize the first year funding of \$300,000 to partially fund the renovation of the primary care clinic that is currently under construction. This construction is able to use \$200,000 match that was available from a local foundation to assist with the clinic renovations. The yearly funding of the primary care program to SMI indigent, uninsured and underinsured population will begin on June 1st, 2022 at a cost rate of \$33,333 per months for 31 months, (\$1,033,000), through 12/31/24	1,333,333				Mental Health / Substance Misuse	1,500,000	Consesus of Council on August 3, 2021 was to increase the amount allocated to this category.  Staff is unable to recommend a specific project without additional formal processes to evaluate the programs.	See next page
As Su Di	ommunity ssistance - ubmitted irectly by MA		Renovation of Emergency Services Unit - SMA Healthcare's current Emergency Services Unit accommodates 19 clients, only four of whom have access to a physical bed. The proposed renovations would double the number of Emergency Services beds from four to eight, increase floor space, improve client flow, and improve security.	550,000							
As Su Di Vo	ommunity ssistance - ubmitted irectly by One pice for plusia		LINC Flagler Volusia is a new referral management and communication system in development for the last 3 years that is launching in Flagler County in August 2021 to provide a digital platform for all behavioral health care providers, public and private, to accept referrals from key community institutions including school systems, hospitals, city and county government and state agencies.	300,000							

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**Current Slate** 

Note: In most cases, no engineering or formal design work has been initiated on the projects listed. Amounts are based on department and division budgetary estimates. Finance department staff have only reviewed these projects at a high level, and estimates are subject to change.

Revision #2 - Revised to Include Council Changes from Workshop and 8/3/21 Meeting; Update of Recommended Remaining COVID-19 Expense Allocation

Department	Division	#	Project Description	Amount	Currently Allocated	ARPA Direct (2)	Potential Alternative Funding Available (Other Than General Fund or MSD)	Category	Manager Recommended Slate	Notes from Council Workshop for any Project Changes from Manager's Slate (some items clarified at 8/3/21 Council Meeting)	(Green = Change from Manager's Slate) (N/C = No Change to Manager's Slate per Workshop on 7/27/2021)
Added on 8/5/21 Revision (although staff referenced these projects in 7/27/2021 workshop	Community Assistance - Submitted Directly by p) Halifax Health		Focused Family Therapy (FFT) - FFT is a nationally recognized model of care for those individuals who have struggle in traditional outpatient treatment models due to higher rates of delinquency, substance abuse, and hospital recidivism. It is a time limited family treatment model that enhances family functioning through psychoeducation, family communication and problem solving skills development. Treating the whole family means all members of the family are included in the therapy sessions and work together towards establishing healthire familial relationships, more effective communication, and enhanced connectedness so family members can better serve as an emotional support system for one another. This model of care will have specific outcome measures and training for the staff in the program. In addition, but not required, are Family Peer Specialists. Certified family peer specialists (CFPS) work with the family of a child or youth who has an emotional disturbance and is receiving mental health treatment to promote the resiliency and recovery of the child or youth. Cost is \$450,000 per year for 3 years.	1,350,000				See	prior page	Consesus of Council on August 3, 2021 was to increase the amount allocated to this category, Staff is unable to recommend.	
Added on 8/5/21 Revision (although staff referenced these projects in 7/27/2021 workshop	Community Assistance - Submitted Directly by p) Hallifax Health		Expanded Screening – Proposal to expand out screening department at HBS for children and families. We are currently limited by funding to a time frame of 8am to 8 pm Monday through Friday yet we experience the need to address Baker Acts after hours and on weekends. At the present time, we after hour Baker Acts are taken to the Emergency Department. In the first six months of this year, we have seen about 1000 child Baker Acts and screened another 600 voluntary patients for a total of 1543 children. Of those seen 530 came through the Emergency Department which puts additional strain on an already busy ED and is not in the best interest of the children and adolescents who have to sit in that busy environment. By expanding screening, we believe this could reduce ED wait times and visits and expedite the screening process on weekend.	635,000						specific project without additional formal processes to evaluate the programs.	
	Community Assistance		To be Allocated Between Mental Health / Substance Misuse Projects Above	-	1,500,000	x		ل			2,500,000.00

Page 4 of 15 01-5

**Current Slate** 

Note: In most cases, no engineering or formal design work has been initiated on the projects listed. Amounts are based on department and division budgetary estimates. Finance department staff have only reviewed these projects at a high level, and estimates are subject to change.

Revision #2 - Revised to Include Council Changes from Workshop and 8/3/21 Meeting; Update of Recommended Remaining COVID-19 Expense Allocation

Department	Division	#	Project Description	Amount	Currently A <b>l</b> located	ARPA Direct (2)	Potential Alternative Funding Available (Other Than General Fund or MSD)	Catego	ory	Recom	nager mended ate	Notes from Council Workshop for any Project Changes from Manager's Slate (some items clarified at 8/3/21 Council Meeting)	Current Slate  (Green = Change from Manager's Slate)  (N/C = No Change to Manager's Slate per Workshop on 7/27/2021)
Community Services	Community Assistance		Children's Programming (Youth/Teens); Community Mentorship Programs; Summertime Programs	TBD				Added		ant to Cou	unci <b>l</b>	Discussed by Councilmembers Girtman and Wheeler.  During the workshop, the County Manager mentioned that this would likely be for the startup or one-time costs.	
												No specific one-time costs were identified to use these funds.  Discussed by Councilmember	
	Community Assistance		Vocational Programs / Reentry Programs	TBD				Added		ant to Cou	uncil	Girtman.  During the workshop, the County Manager mentioned that this would likely be for the startup or one-time costs.	-
												No specific one-time costs were identified to use these funds.	
	Library Services		Library Social Worker Program - 3 Year Program - Two social workers - one for west side library branches and one for east side library branches. The social worker in the library would be available during scheduled hours to provide one-on-one assistance and expert referral for a wide-range of services, including: counseling/mental health, food/SNAP benefits, healthcare/marketplace, affordable housing, unemployment assistance, reemployment guidance, career skills training, and other governmental services. A social worker can provide direct information and connect people to the correct service.	480,000	480,000	x		Library So Workei			480,000	Consesus of Council on August 3, 2021 was to retain this project on the list.	480,000

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Current Slate

Note: In most cases, no engineering or formal design work has been initiated on the projects listed. Amounts are based on department and division budgetary estimates. Finance department staff have only reviewed these projects at a high level, and estimates are subject to change.

Revision #2 - Revised to Include Council Changes from Workshop and 8/3/21 Meeting; Update of Recommended Remaining COVID-19 Expense Allocation

Department	Division	#	Project Description	Amount	Currently Allocated	ARPA Direct (2)	Potential Alternative Funding Available (Other Than General Fund or MSD)	Category	Manager Recommended Slate	Notes from Council Workshop for any Project Changes from Manager's Slate (some items clarified at 8/3/21 Council Meeting)	(Green = Change from Manager's Slate) (N/C = No Change to Manager's Slate per Workshop on 7/27/2021)
Community Service	Parks, es Recreation Ar Culture		PFC Emory L. Bennet Veterans Memorial Park - The design includes: 4 youth baseball fields, 4 softball fields, four soccer/multipurpose fields, two playgrounds, three pavilions, three restroom buildings, a press box and concession at the youth baseball fields, a maintenance facility, roadway, parking, landscaping, nature trail, sport field lighting and overall facility lighting. This facility will serve the active ball field recreation needs for southwest Volusia County to include Deltona, DeBary, and Orange City. The existing fields on the west side of Veterans Memorial Parkway are over utilized and do not meet the growing recreational needs of West Volusia.	10,000,000	-		Impact fees/ ECHO	New Park	-		N/C
	Parks, Recreation Ar Culture		Parks Capital Improvement Projects in FY22 Recommended General Fund Budget, although amounts have been updated for current market conditions and scope of Chuck Lennon Park playground expanded to two playgrounds (total in FY22 recommended budget \$665,000); Chuck Lennon Park playgrounds (2) Lake Ashby Park playground (1) Spruce Creek Park playground (1) Lake Ashby Park fishing dock	1,345,000	-		Partial ECHO	Parks Projects in General Fund Budget	Continue Funding in General Fund		N/C
	Parks, Recreation Ar Culture		Parks Capital Improvement Projects in Future Forecast Year (FY23-FY25), although amounts have been updated for current market conditions (total in forecast \$695,000): Lake Monroe Park playground (1) Ormond Tomb Park playground (1) Briggs Street fishing dock San Jose fishing dock Michael Crotty Bicentennial Park fishing dock	730,000	-		ECHO	Parks Projects in General Fund Budget	Continue Funding in General Fund		N/C
	Parks, Recreation Ar Culture		Mariners Cove Park swing set (1)	25,000	-		ECHO				25,000
	Parks, Recreation Ar Culture		Pave entrance and parking lots at Gemini Springs Park.	400,000	-						400,000
	Parks, Recreation Ar Culture		Pave entrance and parking lot at Highbridge Park.	200,000	•			Parks New Projects (Other Than New Park)	900.000 (Funds A <b>ll</b> Projects)		200,000
	Parks, Recreation Ar Culture		Pave parking areas at Michael Crotty Bicentennial Park	125,000	-				i rojecio)		125,000
	Parks, Recreation Ar Culture		License plate readers at Gemini Springs Park, Green Springs Park and along some of our trails	150,000	-			<u> </u>			150,000

01-7 Page 6 of 15

**Current Slate** 

Revision #2 - Revised to Include Council Changes from Workshop and 8/3/21 Meeting; Update of Recommended Remaining COVID-19 Expense Allocation

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Community Services	Resource Stewardship		Land Acquisition Agriculture Center - Currently, the property to the west of the oricultural Center is in the development planning process; however, we believe his property and/or the property to the east of the Agricultural Center may be a vise acquisition that would be a proactive measure to plan for future growth and se of the center.	TBD	-		ЕСНО			Councilmember Johnson was opposed to this line, but in favor of looking at the property on the east side of the Ag. Center (see line CS-RS-05)	N/C - See
	Resource Stewardship		Building and Parking Lot Improvements Agriculture Center - Segments of the county-owned portion of the parking areas are unpaved. We recommend paving nese portions, improving, drainage, and adding additional outdoor lighting to avoid vashouts and provide easier and safer access to the buildings by the public. In addition, we recommend updating the technology (e.g., internal and external peakers/public announcement system, LCD projectors or mounted TVs) for public nessaging, new pipe and drape system, as well as new tables and chairs.	750,000	-		-	Agricultural Center Projects	None	Councilmember Girtman was in support of improving the Ag Center; mentioned specifically funding this line. Chair Brower also in favor of the paving/parking lot improvements.	750,000
	Resource Stewardship		Build a New Multiuse Open Air Facility Agriculture Center - This recommendation erves a twofold purpose: 1) to take advantage of the trend, and public preference or, open air venues that can host community events, and 2) to provide a facility hat could provide "drive-thru" services to our citizens in the event of an natural lisaster or public health emergency	TBD	-		ЕСНО				N/C
	Resource Stewardship		expansion of the Tommy Lawrence Arena (TLA) - Currently, the TLA is 22,945 q./ft. and serves as a venue for large trade and specialty shows, the annual county air, government-sponsored events, and as a pet-friendly hurricane shelter. When he TLA was constructed in 1998 it was designed in such a way that an addition could be added at the south end of the building to 1) provide west side residents with a facility that can accommodate large indoor events, and 2) meet the expanding emergency shelter needs for east side residents.	TBD	-		ЕСНО	Agricultural Center Projects	None		N/C
	Resource Stewardship		and Acquisition Agriculture Center - Land east of Agricultural Center	TBD			ECHO		ant to Counci <b>l</b> Ission	Councilmember Johnson in favor of looking at the property on the east side of the Ag. Center for possible expansion. Chair Brower agreed with the east side is the place to look at.	

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**Current Slate** 

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Community Services	VOTRAN		Upgrade Votran communications system to be compatible with the Countywide P- 25 radio system.  verall (74) fixed route buses, and (80) paratransit vehicles will be upgraded, (30) ortable radios, as well as the replacing (154) onboard computers, and (2) ispatching stations.	3,000,000	-		FTA Grants				N/C
	VOTRAN		pgrading of Farebox Collection System - Upgrade our fare collection system which onsists of manual fareboxes on Gold service and electronic fareboxes on the fixed-oute system. The fare collection system is designed for improving efficiencies for otran, their partners and riders through its "Pay, and Board" principle. The focus of his principle offers simplicity and automation. The system will improve purchasing apabilities, efficiencies, and automatic boarding done electronically. The fare ollection system will accept mobile payment, smart cards as well as cash and okens.	2,880,000	-		FTA Grants	- VOTRAN	None (Use FTA Grants)		N/C
	VOTRAN		pgrade bus stops and on-board bus safety enhancements. Bus safety nhancements will improve bus and passenger safety by providing improved bus tops boarding areas i.e., bus pull offs. The enhancements would also include menities such as benches, shelters, and trash cans, information on schedules, idewalks, and lighting as examples. This enhancement would also provide nproved identification a bus is stopped to board and/or deboard passengers.	1,300,000	-		FTA Grants				N/C
	VOTRAN		ntermodal Transfer Facility Bridge Repairs	Duplic	ate of Ocean C	enter F	Project		Duplicate		N/C
	Veterans Services		community Outreach for Veteran's Service division with website	TBD				discussion;	suant to Council 3 years estimated	Discussed by Councilmember Post	180,000
	Veterans Services		dditional Veteran's Service Officer	TBD				discussion;	suant to Council 3 years estimated	Discussed by Councilmember Post	180,000
Courts	Judicial		pecialty Court Enhancements (Veteran's Court, Drug Court, DUI Court) - One- ime Expenses that can improve the special court system	TBD					suant to Council	Discussed by Councilmember Post	240,000

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**Current Slate** 

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Growth and Resource Management	Environment Management		MSC Capital Improvement Projects in FY22 Recommended Budget or Future  Forecast Year (FY23), although amounts have been updated for current market conditions (total in budget + forecast = \$475,000):  MSC - Separate of Critical Spaces - Construction of a Sea Turtle and Aquarium Department Commissary and Bird Department laundry room would allow:  •Creation of separated, sterile functions between sea turtle and seabird food preparation and treatment functions, staff offices, and workspaces  •Expansion of the sea turtle surgery and treatment areas  •Expansion of the Bird Department commissary area	500,000	-		_				N/C
	Environment Management		MSC Capital Improvement Projects in FY22 Recommended Budget: MSC - Bird Rehabilitation Space - Construction of a new bird exhibit to replace the current "raptor row" of exhibits	150,000	-				Continue		N/C
	Environment Management		MSC Capital Improvement Projects in FY22 Recommended Budget or Future Forecast Year (FY23-FY24), although amounts have been updated for current market conditions (total in budget + forecast = \$475,000):  MSC - Turtle and Aquarium Quarantine Improvements - Design and construction of a new turtle quarantine roof to protect the rehabilitation pools and deck extension with roof to house expanded fish quarantine system	520,000	-			MSC Projects	Funding in General Fund		N/C
	Environment Management		MSC Capital Improvement Projects in Future Forecast Year (FY23-FY25): MSC - Exhibit Improvements - Replace aging exhibits with innovative learning opportunities that detail prevailing environmental issues.	175,000	-						N/C
	Environment Management		MSC Capital Improvement Projects in Future Forecast Year (FY23-FY24), although amounts have been updated for current market conditions (total in forecast = \$1,500,000):  MSC - Education / Gift Shop Improvements - Construction of a new, stand-alone Education Building	1,600,000	-						N/C
	Environment Management		Lyonia Preserve Educational Center	TBD					ant to Council ussion	Councilmember Lowry discussed helping with exhibits.	95,000
Leadership	Community Information		Public Records Software - provides an online, public-facing portal that allows individuals to request and access public records. By hosting all public records requests in an easily accessible location, requesters are able to view and search previous requests, thereby reducing multiple requests for the same information. Management options provide the agency the ability to set and monitor deadlines, track exemptions, create reports and charge fees and collect payments when appropriate. Amount listed is 3 years of costs, after which general fund would have to continue payment for this service at apporixmately \$60,000 annually.	158,981	-			Other Projects	-	Councilmember Post was in support of this line and other types of software projects (the HR software on line LE-HR-01) Councilmember Robins was in agreement	158,981

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**Current Slate** 

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Leadership	County Manager		emaining COVID-19 Expenses, such as testing, advertising, etc.	1,000,000	1,000,000	x		Remaining COVID-19 Expenses	1,000,000	Amount modified subsequent to Council discussion based on current surge. To be discussed with Council.	ı	2,500,000
	Human Resources		arning Management System for County employees to house and track ofessional development. The pandemic shut down (and threatens to do so again) person training. Impromptu sessions were created using GoTo, although the atform was not created for training purposes. For efficiency going forward, and arning management system would provide an opportunity to track face-to-face d virtual trainings, but also provide a platform for virtual and blended learning inings to ensure continuity of training opportunities now and in the future. Annual sts \$75,000.	225,000	-			Other Projects	-	See line LE-CI-01		225,000
	Human Resources		simbursement of already paid sick and family medical leave to public employees	250,000	250,000	х		Paid Sick Leave Reimbursement	250,000			250,000
	Human Resources		ne time bonus for all of Constitutional Officers employees (intended to be similar purpose to the premium pay category in which the ARPA funds were specifically owed to be used). Amount listed represents a one thousand dollar bonus for all manent employees, including benefits.	1,264,408	-		]	One-Time	f 3,777,172 — (Funds Both)		Estimate revised:	1,352,084
	Human Resources		ne time bonus for all employees (intended to be similar in purpose to the premium y category in which the ARPA funds were specifically allowed to be used). nount listed represents a one thousand dollar bonus for all permanent employees, cluding benefits.	2,512,764	-		]	Bonuses for Staff			Estimate revised:	2,156,230
Ocean Center	Ocean Cente		rking Garage LED Lighting - Electrical conduit replacement and LED Lighting, cludes 10% Engineering and 10% Contingency	TBD	-		Parking garage, Ocean Center, Resort tax				N	/C
	Ocean Cente		rking Garage Structure Repair & Refurbishment - Includes estimates from swberry on structural repair, painting, stairwell doors, restriping, etc. Estimate dudes 10% Engineering and 10% Contingency	TBD	-		Parking garage, Ocean Center, Resort tax	Parking Garage	None		N/C	
	Ocean Cente		rking Garage Dampening Repairs (Levels 3-6) - Deck 2 of Garage was recently paired for dampening control of deck movement and vibration caused by traffic tween precast concrete sections. Similar repairs will be performed on decks 3 - Work has been re-budgeted based upon latest repairs just concluded and dated for recent costing information available, Updated estimates based on cing from ARC, consultants on the Deck 2 project, Estimate Includes 10% igneering and 10% Contingency	2,400,000	-		Parking garage, Ocean Center, Resort tax	<ul> <li>Parking Garage</li> </ul>	2,400,000 OC-OC-03			2,400,000
	Ocean Cente		destrian Bridge Structure Repair/Refurbish and Painting, Includes 10% igneering and 10% Contingency	557,000	-		Parking garage, Ocean Center, Resort tax				N	/C

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**Current Slate** 

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Constitutional Officers	Sheriff		Emergency Vehicle Operators Course	15,000,000	-			EVOC Track (Sheriff's Request)	15,000,000		15,000,000	
Public Protection	Animal Contro		Re-locate Animal Services into the current Medical Examiner's facility once the ME vacates to their new facility. The re-purposing will require renovations.	2,000,000	-			Animal Contro			N/C	
	Beach Safety		Security Fencing at the main Beach Safety facility	100,000	-						100,000	
	Beach Safety		Control Towers - Control towers at major county beach park locations: Sunsplash Park in Daytona Beach, 27th ave in New Smyrna Beach, Frank Rendon Park in Daytona Beach, Bethune Beach Park in New Smyrna Beach, Dunlawton in Daytona Beach Shores, Ponce Inlet. Approximately \$300,000 each, Total for 6 projects: \$1,800,000	1,800,000	-			► Beach Safety	3,600,000 PP-BS-01 &		N/C	
	Beach Safety		Rebuild of Dunlawton Station in Daytona Beach Shores. The project would coincide with a redesign of the Dunlawton Beach approach that is being initiated by the Coastal division.	3,500,000	-		_		PP-BS-03		3,500,000	
	Corrections		Corrections has plans for two additional dorms, which we plan to use for Mental Health needs. Total project value \$11.5 million less amount already estimated in Coronavirus Transition Fund	7,762,200	-			Corrections	10,000,000		egorical ocation: 10,000,000	
	Corrections		Relocation of the medical unit to the unit 10 courtyard area of the Branch Jail.	11,400,000	-							
	Emergency Management		Enhancement of the CIC Call Center Capability in the EOC.	80,000	-			Emergency	80,000		80,000	
	Emergency Management		Internet Redundancy for WEBEOC in the EOC.	200,000	-		_	Management	200,000		200,000	
	Emergency Management		Expand the current footprint of the EOC which would include a multi-purpose room to be utilized as additional meeting/planning space in non-activation periods, and as a dormitory area with bathrooms/shower capabilities for use during an extended EOC activation.	4,500,000	-			Emergency Management	-		N/C	

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**Current Slate** 

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Public Protection	Emergency Medical Services		rermanent structure to be utilized as a EMS posting location and crew respite postion with bathroom/shower facilities - Deland Downtown	1,200,000	-					Ca	tegorical
	Emergency Medical Services		rermanent structure to be utilized as a EMS posting location and crew respite postion with bathroom/shower facilities - Eastside TBD	1,200,000	-			Emergency  Medical Service Respite Station	,,		1,800,000
	Emergency Medical Services		rermanent structure to be utilized as a EMS posting location and crew respite poation with bathroom/shower facilities - Eastside TBD	1,200,000	-						
	Fire Services		kemodel Fire station - Fire Station 15 provides county-wide Hazmat support, in ddition to fire rescue to the Indian Lake complex and surrounding areas. Currently ne crew works out of two converted storage rooms adjacent to the garage bay, his remodel will provide additional square footage for the three person crew in nclude current standards for gender privacy.	783,000	-		Fire Services Fund				Use Fire Fund
	Fire Services		Relocate Fire Station 18 to a more efficient location. Fire Station 18 is a portable uilding that was purchased in 2005 and is currently located on Rima Ridge Rd. in lagler County, which creates an approx. 2.5 minute response time to SR 40.	4,446,000	-		Fire Services Fund	Fire Station Remodel	Use Fire Fund		Use Fire Fund
	Fire Services		Relocate Fire Station 23 to more efficiently serve the southeast quadrant of the county. Fire Station 23 was built in 1983. In 2012, a portable building was moved to his location to provide more adequate conditions for personnel.	7,150,000	-		Fire Services Fund				Use Fire Fund
Pub <b>li</b> c Works	Coastal		leach Renourishment Feasibility Study - There are four beach stretches (24.6 niles) designated by the Florida Department of Environmental Protection (FDEP) is a critically eroded beaches in Volusia County. They consist of (22.9 miles) of each, one critically eroded inlet shoreline area (0.6 miles) and one non-critically roded beach area (1.1 miles).Initial feasibility study with the USACE costs pproximately 3 million dollars. The County's 50% cost share would be 1.5 million ollars. It could possibly be cut down to \$750K if we can get State participation through an FDEP grant	1,500,000	-		Beach Capital	Beach Renourishme	1,500,000		1,500,000
Public Works	Construction Engineering- Roads		feterans Memorial Parkway widening from 2 to 4 lanes from Rhode Island to Fraves Ave, Project has necessary right of way but would be required to go through ne design & permitting process before going to construction. Overall schedule is pproximately 32 months.	7,400,000	-		County Transportation Trust	<ul> <li>Road &amp; Bridg</li> </ul>	е		N/C
	Construction Engineering- Roads		Villiamson Blvd widening from 2 to 4 lanes from Beville Rd/SR 400 to Madeline ve. Project has necessary right of way but would be required to go through the esign & permitting process before going to construction. Overall schedule is pproximately 32 months.	7,500,000	-		County Transportation Trust	New Roads		Clarified at August 3, 2021 council meeting that Councilmember Wheeler wanted this project in ARPA.	7,500,000

➤ Potential

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Current Slate

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	Mosquito Control		Mosquito Control Operations Center -Mosquito Control constructed the first buildings on the New Smyrna Beach Airport site in the 1970's. The existing is include spaces for the laboratory, administration, employee work space, nance shop, vehicle/equipment storage, and secured areas required for als, trucks, and hanger. The majority of the buildings having exceeded their nal life. Over the past three (3) years, Mosquito Control has performed to extend the life of the existing buildings for approximately five (5) years, g the replacement of the buildings will provide improved employee working ons by using prevention strategies to protect workers and prevent the spread is. Safety measures can be incorporated based on the latest CDC mendations like using engineering controls to improve the layout of work to maintain social distancing, modify ventilation systems and reduce touch as a few examples. Replacement facilities will include upgraded technologies ng more efficient customer service, training, surveillance, and treatment, hable facilities will also protect continuity of operations before, during, and urricanes, storms, and events like mosquito virus outbreaks, which are a o public health.	18,000,000			Mosquito Control Fund	Mosquito Control Operations Center	·		N/C
	Road And Bridge / Stormwater		nox Bridge Trunnion East Span Bearing Replacement - The project consists emoval and replacement of two trunnion bearings on the east span of the nox Bridge located on Highbridge Road in Ormond Beach. The trunnion is are critical for the raising and lowering of the bridge. The east leaf is were installed in 2001 and have been recommended to be replaced. This will complement the replacement of the west span trunnion bearings that istalled in January 2018.	325,000			County Transportation Trust	Road & Bridge ├── Other Than New			N/C
	Road And Bridge / Stormwater		Canal Road ADA Sidewalk Replacement - The project consists of the action of ADA compliant sidewalk and crosswalks along the north side of Canal Road between S. Nova Road and Magnolia Avenue in Port Orange. Oject entails the removal and replacement of existing sidewalk to meet ADA ments. The newly constructed sidewalk shall be 5' in width and include ADA ible curb ramps.	220,000	-		County Transportation Trust	Roads		N/C	

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Public Works	Road And Bridge / Stormwater		Poser Pond Stormwater Improvements - The project consists of the mitigation of flooding conditions sustained during rain events as well as the removal of nutrient loading into the Blue Spring priority focus area. Poser Pond, located on E. Elm Drive in Orange City, receives stormwater runoff from nearby roadways and has no natural outfall. This project entails constructing a pump station and forcemain to pump the water out of Poser Pond to a nutrient reducing treatment system that will be constructed at the site of the decommissioned Four Towns Waste Water Plant.	1,500,000	1,500,000	x	Stormwater Fund	Stormwater Flood Control	1,500,000		1,500,000
	Road And Bridge / Stormwater		Vacuum Truck for Stormwater Management & Water Quality - New vacuum truck purchase that will support stormwater management and maintenance activities that are performed by Stormwater Division staff. A vacuum truck collects pollutants, such as sediment and trash, from stormwater systems and such pollutant removal contributes to water quality improvement. The amount of material collected is reported to the Florida Department of Environmental Protection as part of compliance with the County's NPDES Phase II Municipal Separate Storm Sewer Systems (MS4) permit.	425,000	-		Stormwater Fund	Stormwater Heavy Equipment	-		N/C
	Road And Bridge / Stormwater		Street Sweeper Truck for Stormwater Management & Water Quality - New street sweeper truck purchase that will support stormwater management and maintenance activities that are performed by Stormwater Division staff. A street sweeper removes sediment, trash, and debris from roadways. Such removal prevents these pollutants from entering stormwater systems and contributes to water quality improvement. The amount of debris collected is reported to the Florida Department of Environmental Protection as part of complance with the County's NPDES Phase II Municipal Separate Storm Sewer Systems (MS4) permit.	265,000	-		Stormwater Fund	Stormwater Heavy Equipment	-		N/C
	So <b>l</b> id Waste		Upgrade the existing leachate treatment plant by converting the current sequence batch reactor with a granular activate carbon system and reverse osmosis system so that the liquid meets secondary drinking water standards for more onsite discharge options, instead of trucking to JAX.	11,000,000	-		So <b>l</b> id Waste Fund	Solid Waste	-		N/C

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ARPA Potential Projects by Department / Division Includes Both Direct Allocation Projects and ARPA Transition Fund Projects

Original Date: July 23, 2021 Latest Revised Date: August 9, 2021

**Current Slate** 

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Public Works	Water Resources & Utilities		Southwest Regional WRF Expansion Benefitting Gemini and Blue Springs, to improve and protect environmental water quality for the enjoyment of every county resident, business, and visitors. Amount listed is only the ARPA contribution — staff believes this project will be eligible for FDEP (state) grants and SJRWMD (local) grants.	18,400,000	18,400,000	x	(1)				1	8,400,000
	Water Resources & Utilities		Southeast Regional WWTP AWT and plant expansion benefitting Mosquito Lagoon to improve and protect environmental water quality for the enjoyment of every county resident, business, and visitors.  Amount listed is only the ARPA contribution — staff believes this project will be eligible for FDEP (state) grants and SJRWMD (local) grants.	6,600,000	6,600,000	x	(1)	Water Resources & Utilities	25,400,000		ı	6,600,000
	Water Resources & Utilities		Northeast drinking water system interconnect with Ormond Beach. Resiliency project to ensure reliable and safe supply in the event of an emergency.	400,000	400,000	x	(1)					400,000
Finance	Office of CFO		Reserving a portion of available funds for future allocation based on future community needs.	5,000,000	-			Reserve for Future Allocation	10,000,000		1	0,000,000
	Office of CFO		Administration expenses (salaries and benefits for 3 years of operations manager + expected additional expenses allocable to the finance department administration of the ARPA projects) Amount represents an administrative expense rate of 0.36%. Typical grant administration rates are 5-10%.	New	-			ARPA Administration Expenses	390,000			390,000
	•		Total (does not include 5 projects with TBD costs)	197,211,686	\$ 31,030,000	•			\$ 89,223,172		\$ 10	4,483,295
			Original direct allocation recommended amount (note 2)		30,130,000	X		Award	,,	Award		7,468,931
			First allocation from transisition fund for Cylde Morris Landings Affordable Housing	-	900,000	-	b	Unallocated (above and eyond reserve for future)	\$ 18,245,759	Unallocated (above and beyond reserve for future	\$	2,985,636

#### Note

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<sup>(1)</sup> Some water / sewer utility ratepayer funding availabe, these projects could not be funded entirely by ratepayers without a significant rate increase. Projects align with estimated required amount direct funding needed to be allocated.

<sup>(2)</sup> ARPA direct projects are those projects which are eligible for direct use (non-revenue loss) of the ARPA Coronavirus Local Fiscal Recovery Fund (CLFRF) pursuant to federal law and regulations. All other projects included on this listing are done so with the intention of funding those projects with allowable revenue loss proceeds under the CLFRF. County staintasts that approximately \$80M worth of revenue loss funding would be available after the calculation of revenue loss is complete for all four (4) calculation dates (12/31/20, 12/31/22, 12/31/22, 12/31/22). Therefore, a minimum of \$27.468 million in directly eligible, non-revenue loss utilizing projects is recommended at this time.

## VOLUSIA COUNTY BUDGET DISCUSSION



Requested Reduction Options



### Reduction Exercise

 Council direction was to look at a 3% and 5% reduction in the non-public safety or external expense areas

- □ Total recommended budget for those areas \$75,372,974
  - 3% reduction would be \$2,261,189
  - 5% reduction would be \$3,768,649
- Leadership met to discuss the most logical way to approach reductions

# 3% Reduction

Category	Reduction Amount	
Reduce Economic Development new infrastructure funding	\$1,593,439	
Reduce Parks & Recreation programs	\$62,750	
Reduce professional services in Accounting based on new audit contract	\$30,000	
Fund \$2,945,000 total in one-time Marine Science Center capital with ARPA funds (\$2,370,000 in forecast years)	\$575,000	FY22
Total reductions	\$2,261,189	(3%)
General Fund millage with 3% reductions	5.3950	

# 5% Reduction – Page 1 of 2

Category	Reduction Amount
Same reductions as the 3% scenario with an additional \$221,164 reduction to Economic Development infrastructure funding	\$2,482,353
Eliminate new Internal Auditor staff request	\$82,449
Reduce General Fund funding for Land Management	\$250,000
Eliminate conversion to Microsoft Exchange email	\$472,943

## 5% Reduction – Page 2 of 2

- Coastal reductions \$163,273
  - Close three beach ramps during off season
  - Reduce port-o-let service frequency year round
  - Reduce beach ramp sweeping
  - Eliminate educational printing for beach kiosks
  - Unfund one position
- Parks, Recreation & Culture reductions \$149,366
  - Reduce number of field trips for summer recreation program
  - Unfund one position

- Growth & Resource Management reductions \$107,191
  - Downgrade two position classifications
  - Reduce grant match funding for water quality and sustainability projects
  - Reduce river clean up allocation
- Community Information reductions \$61,074
  - Unfund one position

- Total reductions \$3,768,649 (5%)
  - □ General Fund millage with 5% reductions **5.3583**

### **Direction**

- □ No reductions to recommended budget
  - □ General Fund millage rate 5.4500
- □ 3% reduction \$2,261,189
  - □ General Fund millage rate 5.3950

- □ 5% reduction \$3,768,649
  - □ General Fund millage rate 5.3583

