AGENDA

CALL TO ORDER

Invocation

Flag Salute

ROLL CALL

PUBLIC PARTICIPATION: For any items NOT ON THE AGENDA, citizen comments are limited to three (3) minutes per speaker. For items ON THE AGENDA, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

APPROVAL OF MINUTES

1. Regular City Council Meeting January 4, 2023
2. Special City Council Meeting January 18, 2023

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS

Captain George Maddox, Volusia Sheriff's Office, 2022 End of Year Crime Report
Alexander Island Purchase Closing

CONSENT AGENDA

3. The Public Works Department is requesting City Council approve the Better Barricades, Inc. agreement to paint Pine Meadow/Dogwood/Highway 17-92 intersection for the upcoming golf cart crossing and to stripe Dogwood and Columbine Roads.

4. The Public Works Department is requesting City Council approve the Hydra Service, Inc. agreement to maintain the City’s stormwater lift stations.

5. The Parks and Recreation Department is requesting the City Council approve the purchase of two pieces of equipment through a Sourcewell cooperative purchasing agreement provided by Wesco Turf.

6. Staff is requesting that City Council authorize the City Manager to execute the Inspire Placemaking Collective assignment and assumption of professional services agreement to continue the re-write of the City of DeBary Land Development Code (LDC).
PUBLIC HEARINGS

7. Staff is requesting the City Council approve the first reading of Ordinance No. 02-2023 amending the Future Land Use classification of 7 Seminole Drive (parcel ID 803407020021) from Commercial Office (C/O) to Residential/Low-Density (R/LD). (Quasi-Judicial)

8. Staff is requesting the City Council approve the first reading of Ordinance No. 01-2023, to rezone the parcel addressed as 7 Seminole Drive (parcel ID 803407020021) from General Office (B-9) to Urban Single-Family Residential (R-4). (Quasi-Judicial)

NEW BUSINESS

9. The Public Works Department is requesting City Council approve the Whitehouse Contracting, LLC., proposal to construct a new sidewalk on the eastside of So. Shell Road, between Spring Vista Road and Springview Commerce Drive.

10. The Parks and Recreation Department is requesting Council approve the attached proposal Kimley Horn Individual Project Order No. 6 for Alexander Island Feasibility Study, Conceptual Plan, Business Plan, and Entrance Engineering.

11. The Parks and Recreation Department is requesting the City Council approve additional funding and give direction on the 4th of July Event.

12. The Parks and Recreation Department is requesting the City Council discuss and give direction on holiday decorations throughout the City during the holiday season.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/Communications

A. Mayor and Council Members
B. City Manager
C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

Special City Council Meeting February 15, 2023, 6:30 p.m.

ADJOURN

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.
MINUTES

CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

City Clerk administered oath of office to Council Member Patricia Stevenson.

City Clerk administered oath of office to Council Member Phyllis Butlien.

Tyler Chasez administered oath of office to Mayor Karen Chasez.

ROLL CALL: Mayor Chasez and Council Members Butlien, Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Steven Bapp, Growth Management Director; Eric Frankton, Information Technology Director; and, Annette Hatch, City Clerk.

APPOINTMENTS:

Selection of Vice Mayor: Council Member Pappalardo nominated Council Member Butlien. No other nominations were offered. Council Member Butlien was unanimously voted Vice-Mayor.

PUBLIC PARTICIPATION: For any items NOT ON THE AGENDA, citizen comments are limited to three (3) minutes per speaker. For items ON THE AGENDA, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

No one addressed Council.

APPROVAL OF MINUTES: Motion by Vice-Mayor Butlien to approve the minutes of the Regular City Council Meeting December 7, 2022, and the Special City Council Meeting December 21, 2022. Seconded by Council Member Pappalardo. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PRESENTATIONS: Mayor Chasez presented a Proclamation acknowledging National Human Trafficking Awareness to Christie Gillis, Office of Child and Family Well Being Administrator.

CONSENT AGENDA:

The Parks and Recreation Department is requesting Council approve the attached Youth Flag Football Referee Agreement.
Motion by Vice-Mayor Butlien to approve the Consent Agenda. Seconded by Council Member Stevenson. Motion passed unanimously.

PUBLIC HEARINGS:

Staff is requesting City Council approve the first reading Ordinance No.14-2022, amending the Rivington MPUD to annex 9.85 acres of land into the MPUD’s boundaries and to amend sections A.8 and J.2 of the amended and restated development agreement. (Quasi-Judicial)

Mayor Chazez reviewed the City’s quasi-judicial process.

City Clerk swore in all those who wished to speak.

Council Members had no ex-parte communication to disclose.

City Attorney read the Ordinance into the record.

Staff reviewed the request and highlighted the proposed amendments.

Mark, Watts, Cobb- Cole, representing the applicant, addressed Council.

Robin Thomas addressed Council.

Mark Watts, addressed Ms. Thomas’ concerns.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 14-2022, amending the Rivington MPUD to annex 9.85 acres of land into the Rivington MPUD, as well as the text amendments included in the development agreement subject to the acceptable provision of payment of $50,000 to the City of DeBary. Seconded by Council Member Pappalardo. Motion passed unanimously.

Staff is requesting City Council approve the first reading of Ordinance No. 09-2022, expanding the Rivington Community Development District (CDD) to annex 9.85 acres of land into the CDD’s boundaries.

City Attorney read the Ordinance into the record.

Staff reviewed the request to annex the parcel into the Rivington CDD boundaries.

Mark Watts, representing the Rivington CDD, addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 09-2022 to annex the parcel and for the second reading to be held on January 18, 2023, at 6:30 p.m. Seconded by Council Member Pappalardo. Motion passed unanimously.
COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

A. Mayor and Council Members

B. City Manager: Reviewed the Council Members’ Committee appointments. It was the consensus of Council to keep the following appointments: Mayor Chasez; TPO, Vice-Mayor Butlien; Team Volusia, Council Member Pappalardo; Opioid Committee, Council Member Stevenson; School Board.

C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: Special City Council Meeting January 18, 2023, 6:30 p.m.

ADJOURN: The meeting was adjourned at 7:29 p.m.

APPROVED:

CITY COUNCIL
CITY OF DEBARY, FLORIDA

___________________________________
Karen Chasez, Mayor

___________________________________
Annette Hatch, CMC, City Clerk
CALL TO ORDER: Mayor Chasez called the meeting to order at 6:30 p.m.

ROLL CALL: Mayor Chasez, Vice-Mayor Butlien, Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Giffin Chumley, City Attorney; Steven Bapp, Growth Management Director; David Rodriguez, Help Desk Technician; and Annette Hatch, City Clerk.

PUBLIC PARTICIPATION: For any items ON THE AGENDA, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

Lieutenant Donald Heaton, Volusia Sheriff’s Office, introduced himself as the new lieutenant at the DeBary Substation.

DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11): None.

PUBLIC HEARINGS:

Staff is requesting City Council approve a variance from Land Development Code Section 3-90(d)(1) in order for the property owner of 393 West Highbanks Road to be permitted to apply for a building permit to construct a single-family residential home. (Quasi-Judicial)

Mayor Chasez reviewed the City’s quasi-judicial process.

City Attorney read the Ordinance into the record.

City Clerk swore in all those who wished to speak.

Council Members had no ex-parte communication to disclose.

Staff reviewed the request.

Jason Voelz, Coldwell Banker, representing the property owners, addressed Council.

Motion by Council Member Pappalardo to approve the variance for 393 West Highbanks Road to construct a single family residential home. Seconded by Vice-Mayor Butlien. Motion passed unanimously.
Staff is requesting City Council approve the second reading of Ordinance No. 14-2022, amending the Rivington MPUD to annex 9.85 acres of land into the MPUD’s boundaries and to amend sections A.8 and J.2 of the amended and restated development agreement. (Quasi-Judicial)

City Attorney read the Ordinance into the record.

City Clerk swore in all those who wished to speak.

Council Members had no ex-parte communication to disclose.

Staff reviewed the amended language.

Mark Watts, Cobb Cole, representing the applicant, addressed Council.

Motion by Vice-Mayor Butlien to approve Ordinance No. 14-2022, to allow the annexing of 9.85 acres into the MPUD boundaries, and to approve the text amendments included in the development agreement, and to add wording that the $50,000 contribution is due upon the approval of the (10-acre) parcel. Seconded by Council Member Pappalardo. Motion passed unanimously.

Staff is requesting City Council approve the second reading of Ordinance No. 09-2022, expanding the Rivington Community Development District (CDD) to annex 9.85 acres of land into the CDD’s boundaries.

City Attorney read the Ordinance into the record.

Staff reviewed the request.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve Ordinance No. 09-2022. Seconded by Council Member Pappalardo. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications
A. Mayor and Council Members
B. City Manager: Gave an extensive overview on the Hickory Stick Court drainage issue to date (a copy of which is attached to these minutes).
C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: City Council Meeting February 1, 2023, 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:12 p.m.
APPROVED:

CITY COUNCIL
CITY OF DEBARY, FLORIDA

___________________________________
Karen Chasez, Mayor

___________________________________
Annette Hatch, CMC, City Clerk
DeBary Plantation Subdivision
Hickory Stick Drainage
Aerial & Stormwater Maps

Depressed Area
Owned by HOA

Overflow Pipe

Phase 11
Retention Pond

Phase 16

“I hereby certify that the following completed sitework infrastructure improvements depicted herein and designed by Zeb Cohen and Assoc., Inc. will function substantially as designed.”

“Only the improvements shown highlighted are constructed, 2/13/98”

- Easement
- HOA Property
- Pipe Relocation
Existing Pipe on Private Property

Pipe’s New Location As permitted by SJRWMD

Property Boundary
DeBary Plantation Subdivision
Hickory Stick Drainage

- **Private Property & Matter**
  - **Developer/HOA**
    - Engineered & Permitted by SJRWMD to Relocate of Overflow Pipe
    - Developer hired Engineer as a Private Inspector (Agent)
      - Allowable under Section 553.791, F.S.
      - Liability/Responsibility Remains with Developer/HOA
    - Pipe was Never Relocated and Remains on Private Property
    - Property at 162 Hickory Stick was Filled by Developer
    - Area Filled has Eroded Damaging Private Property
    - Erosion has Damaged Pipe Support, Broken Control Structure & End of Overflow Pipe
    - Liability/Responsibility to Relocate Pipe Still Remains with Developer/HOA
DeBary Plantation Subdivision
Hickory Stick Drainage

- **Public vs Private**
  - City is Prohibited from Spending Public Money on Private Property
  - State Constitution, Article 7, Section 10
  - Stormwater Fees are Public Funds
  - Public Stormwater Projects – City Owned & Maintained

- **Developer/HOA Relationship**
  - Developer Establishes the HOA
  - As Lots are Sold – Developer Takes a Lesser Role
  - Developer’s Liability and Responsibility Transfers to HOA
  - HOA and Homeowner are Private Entities
  - Pipe is Still Located on Private Property
Conclusion

- Responsibility of Relocate the Pipe Does Not Go Away
- SJRWMD Permit must be Completed
- Developer/HOA has this Responsibility
- Private Matter Between HOA and Homeowner
- Pipe Remains on Private Property
DeBary Plantation Subdivision
Hickory Stick Drainage

• Covenants, Final Plats & Master Development Agreements
  • Part of the Development Review and Approval Process
  • Customized for Each Development on Numerous Factors
    • Developer’s Vision, Engineering, Property Characteristics, etc.
    • Defines Public/Private Ownership & Maintenance of Infrastructure
    • Amenities, i.e., Trails, Parks, Conservation Areas, etc.
    • Proportionate Share – Transportation and Other Impacts

• For Example:
  • Glen Abbey
    • Spring Glen, Fairway Villas & Glen Club are Totally Private
    • Remainder: Roads are Public, Drainage is Public Owned & Maintained
  • Riviera Bella Units 1-4 are Totally Private
DeBary Plantation Subdivision
Hickory Stick Drainage

- **DeBary Plantation**
  - Private – Estates, Hampton Estates, Westridge, Lower Lake
  - Remainder: Roads are Public *(Plats)*
  - Drainage is Private Maintenance *(Master Covenants & Easements)*
ARTICLE IX
FUNCTION OF MASTER ASSOCIATION

9.01 Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, maintenance and control of the Common Area and all access and drainage canals, easements, including retention areas, including off-site down stream drainage areas, recreation areas, landscaping, irrigation systems, lands covered by the Planned Unit Development and all city, county, district or municipal properties and rights of way (to the extent permitted by any governmental authority) which are located within or in a reasonable proximity to the Properties where deterioration of any of the described items would adversely affect the appearance of the Properties or the operation of systems appurtenant to DeBary Plantation, and shall keep them in good, functioning, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.
10.01 Association's Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, drainage canals, retention ponds, lakes and any improvements which may be situated upon such areas. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area which shall be maintained out of regular assessments for Common Expenses.
Easements

- DeBary Plantation Community Assn., Inc.
  - Permanent Drainage, Improvement, Maintenance and Access Agreement
  - Book 4251, Page 4194, Dated 11/3/97
  - This agreement gives DeBary Plantation further rights to maintain the drainage pipe.

"NOW, THEREFORE, the Grantor, in consideration of the sum of Ten Dollars ($10.00) paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns, a permanent easement for drainage, improvement maintenance and access purposes as particularly noted in Exhibit A, attached hereto (Unit 16 – revised drainage easement) with full authority to enter upon and maintain as the Grantee as its assigns may deem necessary, drainage pipes, ditches, or related facilities over, under and upon the lands described in “Exhibit A” attached hereto."
DeBary Plantation Subdivision
Hickory Stick Drainage

- **Problem Resolution Efforts**
  - City issued Letter to Association dated May 22, 2019
  - City issued 90-day Cure Letter dated February 12, 2021
  - Per HOA request, at City Expense, held Mediation on 8/26/2021
    - Both Sides Presented, HOA did not come back after lunch to Resolve.
DeBary Plantation Subdivision
Hickory Stick Drainage

- **Problem Resolution Efforts**
  - Due to No Response or Action, City issued a 90-day Cure Letter on 10/8/21
  - Due to No Response or Action, City issued a 60-day Cure Letter on 4/20/22
  - Due to No Response or Action, City issued a Code Enforcement Letter citing HOA for broken drainage pipe, 8/15/22.
  - HOA responds, New Attorney, Tom Wilkes; City extends Code Hearing to 11/10/22
DeBary Plantation Subdivision
Hickory Stick Drainage

- Problem Resolution Efforts
  - HOA Board, Wilkes and City Attorney & Manager meet on 10/26/22
  - HOA verbally accepts Responsibility
  - Wants City’s Assistance in Doing Work, Warn About 30-40% Premium
  - HOA to Prepare Agreement for City Managing and Construct Project
  - City Extends Code Hearing to January 12, 2023
  - HOA Attorney submits Agreement on January 5, 2023
    - Meeting Held January 10, 2022
    - HOA Perspective Changed in Submitted Agreement, Not Acceptable
    - Advise on City Special Assessment vs HOA Assessment
    - City Extends Code Enforcement Hearing to 2/9/23
    - HOA calls an Emergency Meeting on 1/14/23
Property Appraiser
2021 Aerial
Property Appraiser
2021 Aerial
DeBary Plantation Subdivision
Hickory Stick Drainage

Questions
REQUEST

Staff is requesting City Council to approve the Better Barricades, Inc. agreement to paint Pine Meadow-Dogwood/Highway 17-92 intersection for the upcoming golf cart crossing and to stripe Dogwood and Columbine Roads.

PURPOSE

The purpose is to complete the requirements of the FDOT permit for the golf cart crossing at Pine Meadow-Dogwood/Highway 17-92 intersection and update the striping on Dogwood and Columbine to meet the standards in the Golf Cart Ordinance.

CONSIDERATIONS

- In December 2021, the City passed a citywide Golf Cart Ordinance to allow golf carts to be able to travel on designated city streets and arterial road sidewalks.
- Florida law prevents golf carts from traveling on sidewalks adjacent to state roads (Hwy 17-92) or to cross state roads at intersection unless authorized and permitted by FDOT.
- The City hired Traffic Engineering Data Solutions (TEDS) to conduct a required study to determine feasibility of crossing state roads at Pine Meadow/Dogwood and Lake/Colomba intersections. This report was completed in June 2022.
- The City submitted the study to FDOT for approval for both intersections. FDOT District 5 Office approved Pine Meadow – Dogwood intersection in June 2022. Due to the slight angle variance in Lake Drive, the Lake/Colomba intersection was required to be approved in Tallahassee. We are still waiting for Tallahassee FDOT to approve Lake/Colomba intersection for golf cart crossing.
- Due to various personnel turnover and hurricanes, this Pine Meadow-Dogwood project was delayed.
- This proposal/agreement is necessary to complete the required signage to enact the golf cart crossing at Pine Meadow/Dogwood.
- This proposal/agreement includes:
  - Painted Golf Cart Symbols on North Pine Meadows and Dogwood Trail
  - Re-Painted Arrows at North Pine Meadows
  - New Thermoplastic Crosswalk at North Pine Meadows and Spring Glen Drive
  - Restriping Thermo Crosswalk at North Pine Meadows
  - Restriping Thermoplastic Pavement Markings at North Pine Meadows
  - Double Yellow Thermo from Dogwood Trail and Columbine from Hwy 17-92 to Highbanks
  - Redefining all the stop bars that intersect Dogwood and Columbine Roads
• Once the work is completed, the City will call for FDOT inspection. Upon receiving the FDOT Certificate of Completion, Staff will bring a Resolution to City Council to enact the Pine Meadow-Dogwood/Highway 17-92 intersection for golf cart crossing.

• The City will provide educational material and/or video for all permit holders on how to properly cross Highway 17-92.

• In accordance with City purchasing policies and procedures, this proposal/agreement would require the City to seek bids through a RFP process. To speed up the process, Staff was seeking quotes below the required threshold.

• The City received two quotes, one from Better Barricades and one from Volusia County. Other attempts to get quotes were unsuccessful.

• Staff is requesting the City Council to waive the requirement of the RFP process and seeking 3 quotes in this case. Executing an RFP bid process at this time will cause more delays and expense to the City.

COST/FUNDING
The cost of this project is $27,259.00. The City Council approved the FY 2023-24 annual budget $20,000 for the Golf Cart Program. The balance of the cost will be transferred from the Road Resurfacing, line item 001-4100-541-4623 at the next budget amendment which is expected in April 2023.

RECOMMENDATION
It is recommended that the City Council approve the Better Barricades, Inc. proposal/agreement to paint and restripe Pine Meadow and Dogwood Roads to complete the FDOT permit requirements and to restripe Dogwood and Columbine Roads in the amount of $27,259.00 and waive the RFP and 3 quote purchasing requirements.

IMPLEMENTATION
Upon approval, the City Manager will sign the agreement with Better Barricades, Inc.

ATTACHMENTS
Better Barricades Proposal
Traffic Engineering Data Solutions Intersection Analysis
FDOT Approval Letter and Permit
**PROPOSAL/CONTRACT AGREEMENT**

**TO:** CITY OF DEBARY  
**ATTN:** BRIAN HAGAN  
**Job Name:** N. PINE MEADOW AND DOGWOOD TRAIL STRIPING  
**Location:** City of Debary

We hereby submit specifications and estimates for: **PAVEMENT MARKINGS**

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<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td><strong>AREA #1 - N. PINE MEADOW (EAST OF 17-92)</strong></td>
<td></td>
<td></td>
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<tr>
<td>PAINTED GOLF CART SYMBOLS</td>
<td>4</td>
<td>EA</td>
<td>$185.00</td>
<td>$740.00</td>
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<tr>
<td>PAINTED ARROWS (FOR CART SYMBOLS)</td>
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<td>EA</td>
<td>$65.00</td>
<td>$260.00</td>
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<tr>
<td>INSTALL NEW THERMOPLASTIC CROSSWALK</td>
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<td>EA</td>
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<tr>
<td>RESTRIPED THERMO CROSSWALK AT WALMART ENTER.</td>
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<td>6&quot; WHITE STRIPING</td>
<td>1470</td>
<td>LF</td>
<td></td>
<td></td>
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<tr>
<td>6&quot; YELLOW STRIPING</td>
<td>1080</td>
<td>LF</td>
<td></td>
<td></td>
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<tr>
<td>24&quot; WHITE (STOPBAR AT 17-92)</td>
<td>28</td>
<td>LF</td>
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<tr>
<td>18&quot; WHITE</td>
<td>15</td>
<td>LF</td>
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<td>18&quot; YELLOW</td>
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<td>FDOT ARROWS</td>
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<tr>
<td><em>Includes 1 application of painted OR thermoplastic markings</em></td>
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</table>

**SUBTOTAL AREA #1**  
$5,910.00

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<thead>
<tr>
<th><strong>AREA #2 - DOGWOOD TRAIL (WEST OF 17-92 TO HIGHBANKS)</strong></th>
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<tbody>
<tr>
<td>PAINTED GOLF CART SYMBOLS</td>
<td>4</td>
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<td>$740.00</td>
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<td>PAINTED ARROWS (FOR CART SYMBOLS)</td>
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<td>$260.00</td>
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<td>RPMs</td>
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</table>

**SUBTOTAL AREA #2**  
$21,349.00

**TOTAL PROJECT**  
$27,259.00

Proposal does not include pavement markings on the intersection of 17-92 and N Pine Meadows (crosswalks, turn lanes on west side, gore striping)

**Notes:**

- **Proposal valid for 30 days from date of submission.** After 30 days, pricing is subject to revision to reflect cost increases.
- **MINIMUM MOBILIZATIONS:** Paint: $1,650.00; Thermoplastic: $2,000.00; Sign Crew: $1,250.00
- **Removal of existing thermomilbations is excluded from bid.** If required, minimum mobilizations apply. Hydroblasting minimum mobilization is $2,500.00; Minimum grinding mobilization: $1,250.00. Grinding - $2.85/SF
- Base Bid Excludes MOT Plan Design Costs, approximate costs provided.
- Protection of relocated or removed signage by others.
- All labor for Flagging, Detours, Covering, Sand bagging, *Emergency* MOT removal and replace excluded. Off Duty Officers, Barrier Wall, Barrier Wall Lights, Flaggers, Temp Rumble Strips, etc. Excluded. Prime Contractor must provide reasonable amount of time for layout, striping and “work” prior to Lane Closure pickup or MOT removal. All MOT/PERM Markings damaged by Construction Activities (or others) excluded from bid. Any Re-Stripe at Prime Contractors Expense. Pavement markings/signage damaged or destroyed by others (tracking etc.) excluded from bid.
- Contractor to supply MOT for all striping operations within the ROW, unless otherwise contracted.
- If striping is delayed due to lack of MOT, contractor will be charged $180/hr for crew time.
- It is understood and agreed upon that this proposal will become a part of any resulting subcontract.
- Quote is presented in its entirety, no separation of items unless request and approved in writing by BBI.

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance. This Proposal is contingent upon acceptable and verifiable project financing.

**NOTE:** This Proposal may be withdrawn by us if not accepted within Thirty (30) days.

Submitted by: Angie Flynn, General Manager

**PLEASE SIGN AND RETURN ORIGINAL UPON ACCEPTANCE.**

ONUPON EXECUTION OF THIS PROPOSAL THIS DOCUMENT BECOMES A CONTRACT.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Better Barricades payment is not subject to a “condition precedent” of payment(s) from, to or by Owner, Prime Contractor or Financial Institution.

In Privity Contracts, Payment in full will be made upon completion. In the event that amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All costs of collection shall be paid by the customer including reasonable attorney fees.

Florida Statutes 218 & 713 will be followed and applied in strict accordance, in their entirety.

Notice To Owner/ Notice of Commencement information due with executed Proposal or prior to BBI mobilization to the project.

Accepted by Client:  
**Authorized Signature:** __________________

**DATE:** __________________
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EXECUTIVE SUMMARY

A Golf Cart Crossing Analysis was conducted for the intersection of US 17-92 at Dogwood Trail located in DeBary (Volusia County), Florida to determine if golf cart crossing criteria are satisfied to allow for the east/west crossing of golf carts along Dogwood Trail across US 17-92.

Based on the results of the analysis, a review of crash history, field observations, engineering judgement, and other considerations, it is recommended that golf cart crossings be installed at the intersection of US 17-92 at Dogwood Trail.
INTRODUCTION
Traffic Engineering Data Solutions, Inc. (TEDS) was retained on behalf of the City of DeBary (The City) to conduct a Golf Cart Crossing Analysis at the intersection of US 17-92 and Dogwood Trail in the City of DeBary (Volusia County), Florida. A location map of the study intersection is shown below as Figure 1.

The study was initiated by the City following the adoption of Ordinance 04-2022 and the need for golf cart crossings across US 17-92. The analysis methods used in completing this study are consistent with the Manual on Uniform Traffic Control Devices (MUTCD), FDOT’s Manual on Uniform Traffic Studies (MUTS), FDOT’s Traffic Engineering Manual (TEM), and engineering judgment. This report documents existing conditions, vehicle / pedestrian / bicycle counts, crash analysis, qualitative assessment, and recommendations.

Figure 1
General Location Map

Source: MapQuest
EXISTING CONDITIONS

US 17-92 is a north/south arterial roadway that extends though Volusia County from the Seminole/Volusia County line, through DeBary, to International Speedway Boulevard where US 17 and US 92 diverge. At the study intersection, US 17-92 is a four-lane divided roadway with a raised grass median and curb & gutter. Dogwood Trail is the west leg of the intersection and is a two-lane undivided collector that primarily services a residential neighborhood and St. Ann’s Catholic Parish. North Pine Meadow Drive is the east leg of the intersection and is a two-lane undivided collector that primarily services residences surrounding Glen Abbey golf club as well as a Wal-Mart shopping plaza in the northeast quadrant of the intersection. A general location aerial is shown below in Figure 2.

Figure 2
General Location Aerial

Table 1 on the following page summarizes the existing conditions for the study location. The existing condition diagram in Figure 3 and photographs of the study intersection are included within this study. A straight-line diagram is also included in the Appendix.
<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Main Street</strong></td>
<td>• US 17-92</td>
</tr>
<tr>
<td><strong>Side Street</strong></td>
<td>• Dogwood Trail / N. Pine Meadow Drive</td>
</tr>
<tr>
<td><strong>Area Location</strong></td>
<td>• DeBary (Volusia County), Florida</td>
</tr>
<tr>
<td><strong>Adjacent Land Uses</strong></td>
<td>• Southwest: 7-Eleven gas station</td>
</tr>
<tr>
<td></td>
<td>• Southeast: Undeveloped</td>
</tr>
<tr>
<td></td>
<td>• Northwest: Chevron gas station</td>
</tr>
<tr>
<td></td>
<td>• Northeast: Undeveloped</td>
</tr>
<tr>
<td><strong>Traffic Control</strong></td>
<td>• Signalized, with northbound/southbound protected/permissive operation</td>
</tr>
<tr>
<td><strong>Adjacent Signalized Intersections</strong></td>
<td>• South: Highbanks Road – 0.481 miles</td>
</tr>
<tr>
<td></td>
<td>• North: DeBary Plantation Boulevard – 0.435 miles</td>
</tr>
<tr>
<td></td>
<td>• West: None</td>
</tr>
<tr>
<td></td>
<td>• East: None</td>
</tr>
<tr>
<td><strong>US 17-92</strong></td>
<td>• <strong>Cross Section:</strong> Four-lane divided arterial with raised median and curb &amp; gutter</td>
</tr>
<tr>
<td></td>
<td>• <strong>Access:</strong> Class 5</td>
</tr>
<tr>
<td></td>
<td>• <strong>FDOT Context Classification:</strong> C3C (Suburban Commercial)</td>
</tr>
<tr>
<td></td>
<td>• <strong>Posted Speed Limit:</strong> 45 mph</td>
</tr>
<tr>
<td></td>
<td>• <strong>AADT:</strong> 24,000 vehicles per day (year 2020)</td>
</tr>
<tr>
<td></td>
<td>• <strong>Northbound Approach Lanes:</strong> One (1) left-turn lane, two (2) through lanes, and one (1) right-turn lane</td>
</tr>
<tr>
<td></td>
<td>• <strong>Southbound Approach Lanes:</strong> One (1) left-turn lane, two (2) through lanes, and one (1) right-turn lane</td>
</tr>
<tr>
<td></td>
<td>• <strong>Pedestrian Crossings:</strong> Across both legs of the intersection</td>
</tr>
<tr>
<td></td>
<td>• <strong>Sidewalks:</strong> Along both sides of the roadway</td>
</tr>
<tr>
<td></td>
<td>• <strong>Utilities:</strong> Overhead power lines along the west side of the roadway</td>
</tr>
<tr>
<td></td>
<td>• <strong>Street Lighting:</strong> Streetlamps provided along both sides of the roadway</td>
</tr>
<tr>
<td><strong>Dogwood Trail</strong></td>
<td>• <strong>Cross Section:</strong> Two-lane undivided local road with gutter only (no curb)</td>
</tr>
<tr>
<td></td>
<td>• <strong>Posted Speed Limit:</strong> 30 mph (west leg), 25 mph (east leg)</td>
</tr>
<tr>
<td></td>
<td>• <strong>Eastbound Approach Lanes:</strong> One (1) left-turn lane, one (1) shared through/right-turn lane</td>
</tr>
<tr>
<td></td>
<td>• <strong>Westbound Approach Lanes:</strong> One (1) left-turn lane, one (1) shared through/right-turn lane</td>
</tr>
<tr>
<td></td>
<td>• <strong>Pedestrian Crossings:</strong> Across both legs of the intersection</td>
</tr>
<tr>
<td></td>
<td>• <strong>Sidewalks:</strong> Along both sides of the roadway</td>
</tr>
<tr>
<td></td>
<td>• <strong>Utilities:</strong> Overhead power lines along the north side of the roadway</td>
</tr>
<tr>
<td></td>
<td>• <strong>Street Lighting:</strong> Streetlamps provided along both sides of the roadway east of the intersection only</td>
</tr>
</tbody>
</table>
EXISTING CONDITIONS DIAGRAM

SECTION 79040 -- M.P. 4.232
US 17-92 AT DOGWOOD TRAIL
DEBARY (VOLUSIA COUNTY) -- FLORIDA

Traffic Engineering Data Solutions, Inc.
3385 Business Park Drive
DeBary, FL 32713
Phone: 386-753-0558
Fax: 386-753-0778

SPEED LIMIT

DeBary, FL 32713
80 Spring Vista Drive

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

FIGURE 3
EXISTING CONDITIONS DIAGRAM
Northbound Approach Photographs
US 17-92 at Dogwood Trail

Looking North Towards Intersection

Looking South Away From Intersection
Southbound Approach Photographs
US 17-92 at Dogwood Trail

Looking South Towards Intersection

Looking North Away From Intersection
Eastbound Approach Photographs
US 17-92 at Dogwood Trail

Looking East Towards Intersection

Looking West Away From Intersection
Westbound Approach Photographs
US 17-92 at Dogwood Trail

Looking West Towards Intersection

Looking East Away From Intersection
CRITERIA ANALYSIS

The TEM defines a golf cart as “a motor vehicle designed … for recreational purposes and that attain speeds of less than 20 miles per hour.” It also notes “Golf carts are increasingly used to make short trips for shipping, social and recreational purposes from nearby residential neighborhoods,” and that “their use on public roads is authorized only under certain circumstances as provided in Section 216.212. F.S.”

The following criteria are laid out by the TEM for the consideration of a golf cart crossing at a full signalized intersection:

Criteria (a) Side street maximum vehicular volume 1,500 ADT and AM/PM peak hour not to exceed 200 vehicles per hour in single direction.

24-hour bi-directional counts were collected for all approaches on February 23, 2022 and are provided in the Appendix. The side street maximum ADT is 2,288 for the eastbound approach and 3,912 for the westbound approach. This requirement for Criteria (a) is not satisfied. The AM/PM peak-hour volume does not exceed 200 vehicles in any direction for either side street approach (maximum of 197 vehicles). This requirement for Criteria (a) is satisfied.

Criteria (b) Side street posted speed limit or 85th percentile intersection approach speed is 35 miles per hour or less.

The posted speed limits for the sidestreet approaches of Dogwood Trail and North Pine Meadow Drive are 30 and 25 miles per hour, respectively. Criteria (b) is satisfied.

Criteria (c) Maximum crossing distance equal to five (5) lanes or less not including any right turn lanes, bike lanes and crosswalks.

US 17-92 is a four-lane section with two (2) northbound and two (2) southbound lanes as well as dedicated left and right-turn lanes on each approach, totaling five (5) lanes of crossing distance not including right-turn lanes. Criteria (c) is satisfied.

Criteria (d) Side street approaches should have at least one (1) exclusive left turn lane and at least one (1) exclusive through or shared through-right turn lane. Other lane approach configurations will be considered on a case-by-case basis.

Both side street approaches have one (1) exclusive left-turn lane and a shared through/right-turn lane. Criteria (d) is satisfied.

Criteria (e) Side street intersection alignment shall be a 90 degrees (not more than 105 degrees) angle to the mainline tangent. Skewed or offset intersections are not recommended for golf cart crossings.

The side street intersection alignment is approximately 90 degrees to the mainline tangent. Criteria (e) is satisfied.

Criteria (f) Golf carts shall not use pedestrian crosswalks or sidewalk ramps for the purpose of crossing the mainline state road.

Golf carts will be prohibited from using the sidewalks along Dogwood Trail from Bougainvillea Drive (approximately 500’ west of US 17-92) to US 17-92. Similarly, golf carts will be prohibited from using the sidewalks along N. Pine Meadow Drive from Spring Glen Drive (approximately 600 feet east of US 17-92) to US 17-92. Therefore, golf carts
Traffic Engineering Data Solutions, Inc.

will be travelling on the approaching roadways and thus will not use the sidewalk ramps. Criteria (f) will be satisfied.

Criteria (g) Golf cart crossings are not permitted at “T” intersections.

The study intersection is a four-leg “Plus” intersection. Criteria (g) is satisfied.

Criteria (h) For existing signalized “T” intersections, a proposed fourth leg approach and receiving lane for the exclusive use of golf cart crossing shall not be permitted.

The study intersection is a four-leg “Plus” intersection. Criteria (h) is not applicable.

Criteria (i) Approach traffic control signs and pavement markings shall be in accordance to MUTCD and Standard Plans, Index 711-001.

Golf Cart (W11-11) signs with supplemental Ahead (W16-9P) plaques will be installed for the northbound and southbound approaches of US 17-92. Criteria (i) will be satisfied.

Criteria (j) Golf Cart signs (W11-11) should be placed on the side street approach as shown in Figure 5.1-5.

Golf Cart (W11-11) signs will be placed on the side street approaches for Dogwood Trail and North Pine Meadow Drive. Criteria (j) will be satisfied.

A summary of the results of the criteria analysis is provided below in Table 2.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Results</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Side street maximum vehicular volume</td>
<td>Not Satisfied</td>
<td></td>
</tr>
<tr>
<td>AM/PM peak hour approach volume</td>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>b Side street posted speed limit</td>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>85th percentile intersection approach speed</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>c Maximum crossing distance</td>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>d Side street approach lane configuration</td>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>e Side street intersection alignment</td>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>f Prohibitive pedestrian ramp signs</td>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>g &quot;T&quot; intersection</td>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>h Existing signalized &quot;T&quot; intersection</td>
<td>Not Applicable</td>
<td></td>
</tr>
<tr>
<td>i Approach signs and pavement markings</td>
<td>Satisfied</td>
<td></td>
</tr>
<tr>
<td>j Side street approach signs</td>
<td>Satisfied</td>
<td></td>
</tr>
</tbody>
</table>
**COLLISION ANALYSIS**

Crash data for the 36-month period between January 1, 2019 and December 31, 2021 was obtained from the FDOT's CARS database and the University of Florida's *Signal Four Analytics*. A total of five (5) crashes were reported within the influence of the intersection consisting of three (3) rear-end and, two (2) left-turn crashes.

- The crashes resulted in one (1) injury, and $27,500 in estimated property damage.
- Three (3) crashes occurred during the day and two (2) occurred at night.
- Four (4) crashes occurred under dry pavement conditions and one (1) occurred under wet pavement conditions.
- Two (2) left-turn crashes occurred when northbound left-turning vehicles struck southbound vehicles.

A detailed collision summary is provided below in **Table 3**. A collision diagram is provided as **Figure 4**.

**Table 3**

Summary of Collision Data

<table>
<thead>
<tr>
<th>NO.</th>
<th>DATE</th>
<th>DAY</th>
<th>TIME</th>
<th>FATAL</th>
<th>INJURY</th>
<th>INJURY SEVERITY</th>
<th>PROPERTY DAMAGE</th>
<th>HARMFUL EVENT</th>
<th>FORM LENGTH</th>
<th>DUI</th>
<th>DAY / NIGHT</th>
<th>WET / DRY</th>
<th>CONTRIBUTING CAUSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>01/28/19</td>
<td>Monday</td>
<td>6:40</td>
<td>0</td>
<td>0</td>
<td>1-No Injury</td>
<td>$5,500</td>
<td>Left-Turn</td>
<td>Long</td>
<td>No</td>
<td>Night</td>
<td>Dry</td>
<td>FYTROW</td>
</tr>
<tr>
<td>2</td>
<td>04/02/19</td>
<td>Tuesday</td>
<td>23:25</td>
<td>0</td>
<td>0</td>
<td>1-No Injury</td>
<td>$10,000</td>
<td>Left-Turn</td>
<td>Long</td>
<td>No</td>
<td>Night</td>
<td>Wet</td>
<td>FYTROW</td>
</tr>
<tr>
<td>3</td>
<td>11/09/19</td>
<td>Saturday</td>
<td>16:42</td>
<td>0</td>
<td>0</td>
<td>1-No Injury</td>
<td>$3,000</td>
<td>Rear-End</td>
<td>Long</td>
<td>No</td>
<td>Day</td>
<td>Dry</td>
<td>Careless Driving</td>
</tr>
<tr>
<td>4</td>
<td>12/10/19</td>
<td>Tuesday</td>
<td>7:30</td>
<td>0</td>
<td>1</td>
<td>2-Possible Injury</td>
<td>$8,000</td>
<td>Rear-End</td>
<td>Long</td>
<td>No</td>
<td>Day</td>
<td>Dry</td>
<td>Following Too Closely</td>
</tr>
<tr>
<td>5</td>
<td>12/23/21</td>
<td>Thursday</td>
<td>18:44</td>
<td>0</td>
<td>0</td>
<td>1-No Injury</td>
<td>$1,000</td>
<td>Rear-End</td>
<td>Short</td>
<td>No</td>
<td>Day</td>
<td>Dry</td>
<td>Careless Driving</td>
</tr>
</tbody>
</table>

**TOTAL**

0 | 1 | $27,500

**Table**

**CITY OF DEBARY**

**COLLISION SUMMARY**

Section: 79040-000
State Road: US 17-92
County: Volusia
Intersecting route: Dogwood Trail
Milepost: 4.232
Data by: CAR
Study period: 01/01/2019 to 12/31/2021
Date: 2/28/2022

**TOTAL**

<table>
<thead>
<tr>
<th>Injury Severity</th>
<th>Property Damage Only</th>
<th>Injury</th>
<th>Fatality</th>
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</thead>
<tbody>
<tr>
<td>Injury Severity</td>
<td>Left-Turn</td>
<td>Rear-End</td>
<td></td>
</tr>
<tr>
<td>Injury Severity</td>
<td>4</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Percent</td>
<td>80%</td>
<td>20%</td>
<td>0%</td>
</tr>
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</table>

**CONTRIB CAUSE**

<table>
<thead>
<tr>
<th>Time of Day</th>
<th>Pavement Cond.</th>
<th>FTYROW</th>
<th>Careless Driving</th>
<th>Following Too Closely</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td>Night</td>
<td>Day</td>
<td>Night</td>
<td>Wet</td>
<td>3</td>
</tr>
<tr>
<td>Percent</td>
<td>60%</td>
<td>40%</td>
<td>80%</td>
<td>20%</td>
<td>0%</td>
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</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>FTYROW</th>
<th>Careless Driving</th>
<th>Following Too Closely</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>2</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Percent</td>
<td>40%</td>
<td>40%</td>
<td>20%</td>
</tr>
</tbody>
</table>
RECOMMENDATIONS

A Golf Cart Crossing Analysis was conducted for the intersection of US 17-92 at Dogwood Trail located in DeBary (Volusia County), Florida to determine if golf cart crossing criteria are satisfied to allow for the east/west crossing of golf carts along Dogwood Trail across US 17-92.

Based on the results of the analysis, a review of crash history, field observations, engineering judgement, and other considerations, it is recommended that golf cart crossings be installed at the intersection of US 17-92 at Dogwood Trail.

The recommended improvements to facilitate the crossing are depicted on the Improvement Diagram in Figure 5. It is also recommended to adjust Ordinance 04-2022 to prohibit golf carts on sidewalks along Dogwood Trail / N. Pine Meadow Drive between Bougainvillea Drive and Spring Glen Drive to promote proper crossing procedure.
INSTALL ADVANCE WARNING SIGNS 100 FEET FROM RADIUS RETURN ON ALL APPROACHES

ADJUST DEBARY CITY ORDINANCE 04-2022 TO PROHIBIT GOLF CARTS ON SIDEWALKS ALONG DOGWOOD TRAIL BETWEEN BOUGAINVILLEA DRIVE AND SPRING GLEN DRIVE TO PROMOTE PROPER CROSSING WITH TRAFFIC.
<table>
<thead>
<tr>
<th>Description</th>
<th>District Use</th>
<th>INT. or US ROUTE NO.</th>
<th>State Road No.</th>
<th>County</th>
<th>Int. or US ROUTE NO.</th>
<th>State Road No.</th>
<th>District Use</th>
<th>INT. or US ROUTE NO.</th>
<th>State Road No.</th>
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<th>State Road No.</th>
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<tbody>
<tr>
<td>Study Intersection</td>
<td>0101</td>
<td>12</td>
<td>05</td>
<td>79040101</td>
<td>US 92/US 17</td>
<td>SR 600/SR 15</td>
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<td>79040000</td>
<td>05</td>
<td>79040000</td>
<td>05</td>
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</tr>
</tbody>
</table>

**Note:**
- **Study Intersection** is highlighted in red.
- The highlighted area represents the focus of the analysis or study within the document.
<table>
<thead>
<tr>
<th>TIME</th>
<th>1 NORTH</th>
<th>2 NORTH</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>01:00</td>
<td>59</td>
<td>59</td>
<td>118</td>
</tr>
<tr>
<td>02:00</td>
<td>52</td>
<td>30</td>
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<td>03:00</td>
<td>31</td>
<td>38</td>
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<tr>
<td>04:00</td>
<td>33</td>
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</tr>
<tr>
<td>05:00</td>
<td>62</td>
<td>169</td>
<td>231</td>
</tr>
<tr>
<td>06:00</td>
<td>182</td>
<td>429</td>
<td>611</td>
</tr>
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<td>07:00</td>
<td>351</td>
<td>841</td>
<td>1192</td>
</tr>
<tr>
<td>08:00</td>
<td>773</td>
<td>1157</td>
<td>1930</td>
</tr>
<tr>
<td>09:00</td>
<td>799</td>
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<td>1929</td>
</tr>
<tr>
<td>10:00</td>
<td>826</td>
<td>903</td>
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</tr>
<tr>
<td>11:00</td>
<td>842</td>
<td>870</td>
<td>1712</td>
</tr>
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<td>900</td>
<td>1809</td>
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<td>2085</td>
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<td>2300</td>
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<td>1412</td>
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<td>1501</td>
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<td>1118</td>
<td>862</td>
<td>1980</td>
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<td>695</td>
<td>638</td>
<td>1333</td>
</tr>
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<td>21:00</td>
<td>519</td>
<td>453</td>
<td>972</td>
</tr>
<tr>
<td>22:00</td>
<td>364</td>
<td>280</td>
<td>644</td>
</tr>
<tr>
<td>23:00</td>
<td>199</td>
<td>180</td>
<td>379</td>
</tr>
<tr>
<td>24:00</td>
<td>102</td>
<td>99</td>
<td>201</td>
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</tbody>
</table>

**DAY TOTAL**

<table>
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<th></th>
<th>NORTH</th>
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**AM Peaks**

- 1208

**PM Times**

- 16:45

**PM Peaks**

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June 8, 2022

Via Certified Mail: 9171 9690 0935 0248 3821 01

Mr. Richard Villasenor
City Engineer
City of DeBary
16 Coloma Road
DeBary, Florida 32713

RE: Traffic Regulation Change – Golf Cart Crossing – 5XX22-03
Section 79040000 – US 17/92 at Dogwood Trail – M.P. 4.232

Dear Mr. Villasenor:

This notice is to inform you of a pending traffic regulation change on a portion of the State Highway System within your governmental entity.

This change is being made in accordance with Florida Statute (F.S.) 316.212. It has evolved from City goals and an approved engineering study.

This regulation shall become effective upon placement of the appropriate signs by the City (F.S. 316.212) but no sooner than 14 days from the date of this notice pursuant to F.S. 335.10.

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<td>79040000</td>
<td>US 17/92</td>
<td>at Dogwood Trail (MP 4.232)</td>
<td>allow Golf Carts to cross US 17/92 at Dogwood Trail</td>
</tr>
</tbody>
</table>

Sincerely,

[Signature]

James S. Stroz, Jr., P.E.
District Traffic Operations Engineer
District Five

JSS:ms:zz:fhf

cc: Mr. Alan Williamson (awilliamson@debary.org)
Volusia County Sheriff’s Office
Florida Highway Patrol

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov
Subject: Storm Water Maintenance Agreement- Hydra Services< Inc.
From: Brian Hagan, Public Works Director
Meeting Hearing Date    February 1, 2023

REQUEST

Staff is requesting City Council approval on Hydra Service, Inc. agreement to maintain the City's stormwater lift stations.

PURPOSE

The purpose is meet the specifications and service requirements for each of the 5 stormwater lift stations.

CONSIDERATIONS

- Improve emergency management program by maintaining the lift stations throughout the City of DeBary

- Our previous contract with Barney’s Pump at the time is up for renewal. Barney’s Pump had a local representative located in the area at the time of their contract approval. Since that time, the local representative is no longer in the area, and their servicemen come from Lakeland, Florida, which is 2 hours away. This delays response time during an emergency situation. Barney’s Pump will remain as a secondary vendor to ensure coverage at no cost.

- Hydra Services, Inc. is a better business decision due to their reputation and location. They are a DeBary business.

COST/FUNDING

The cost of this maintenance proposal is $5,400.00. Parts and additional labor are extra, as needed. The City Council approved $145,000 in the FY 2023-24 annual stormwater budget for all stormwater maintenance, of which maintenance of the lift stations is included (line item 120-3800-538-4610).

RECOMMENDATION

It is recommended that the City Council approve the Hydra Services, Inc. agreement and authorize the City Manager to execute the agreement to maintain the City’s stormwater lift stations.

IMPLEMENTATION

Upon approval, the City Manager will execute the agreement.
ATTACHMENTS

- Hydra Services Proposal
Quarterly Preventative Maintenance Contract

on (5) stormwater pump stations owned by the City of Debary:

◦ 70 North Highway 17-92
◦ 152 Debary Plantation Boulevard
◦ 525 Quail Hill Drive
◦ 102 East Highbanks Road
◦ Bill Keller Park

Work scope will include the following:

◦ Check all wire terminations in pump control panel for corrosion and tightness.
◦ Vacuum interior of panel to remove all particles, dirt, etc.
◦ Operate all switches, lights, alarms, controls, etc. of control panel to confirm proper functionality.
◦ Operate all switches, lights, alarms, controls, etc. of control panel to confirm proper functionality.
◦ Lubricate locks, latches, hinges, etc.
◦ Clean and inspect floats and confirm proper sequence and operation.
◦ Pull pumps from wetwell. Remove rags as needed, inspect wet end for wear, inspect cables for any nicks, cuts, etc., check oil as needed. Reinstall pumps and confirm proper seating with no blow-by.
◦ Run pumps and check for excessive noise, vibration, etc. Record voltage and amperage.
◦ Meg motor windings to check resistance to ground. Check thermal leads for continuity. Check Meg value on seal fail leads, as required.
◦ Perform visual inspection of the overall station and note any discrepancies.
◦ Record run times for each pump and indicate inspection date in station logbook.

Notes:

◦ Please advise on the desired dates for the service trips to be scheduled.
◦ Any issues which are found during an inspection will be quoted separately before any repairs are completed.

TOTAL PRICE, F.O.B. JOBSITE, FREIGHT INCLUDED $5,440.00 annually PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS “HYDRA SERVICE INC TERMS & CONDITIONS APPLY” PAYMENT TERMS NET 30 DAYS.

ESTIMATED DELIVERY: N/A WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.

THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS. 90 DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.
Subject: Capital Equipment Approval

From: Jason Schaitz Parks and Recreation Director

Meeting Hearing Date 2/1/23

Attachments: ( ) Ordinance ( ) Resolution (X ) Supporting Documents/ Contracts ( ) Other

REQUEST

The Parks and Recreation Department is requesting the City Council approve the purchase of two pieces of equipment through a Sourcewell cooperative purchasing agreement provided by Wesco Turf.

PURPOSE

The request is needed at this time to reserve our spot in the queue to receive the equipment.

CONSIDERATIONS

Wesco Turf provides Toro equipment, which is our preferred brand for turf management equipment due to the quality and maintenance program for each piece of equipment. Due to supply chain issues the City must provide a PO to then wait up to 24 months to receive the equipment. We are continuing to shop around for alternatives from other brands, but have found the same with all vendors. The City does not need to commit any funds by creating the PO for Wesco Turf. If another comparable piece of equipment is found elsewhere, we can remove ourselves from the queue without penalty.

The two pieces of equipment requested are a SandPro for ball field maintenance and an Aerator for turf grass maintenance. Pricing has been discounted through the Sourcewell cooperative purchasing agreement. However, prices have increased since the FY 21/22 budget was approved. The price of the aerator has gone up $1,682 and the price of the SandPro has gone up $3,695. Approval would lock us in with the price and reserve our place in line to receive the equipment.

COST/FUNDING

Both pieces of equipment were approved in the FY 22/23 budget. An additional $5,377 is needed to fund them due to increases in pricing.

IMPLEMENTATION

Upon approval, the Parks and Recreation department send the PO to WestCo Turf to reserve the two pieces of equipment for future delivery.
ATTACHMENTS

ATTACHMENT A – Wesco Turf Equipment Quote
ATTACHMENT B – FY 22/23 Capital Improvement Budget
ATTACHMENT C – Sourcewell Cooperative Purchasing Agreement
Dear Tom VanDeHey,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation for your review.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email address are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best Regards,

Tanner Fleming
Commercial Sports Fields & Grounds Territory Manager
(941) 993-7947, tanner.fleming@wescoturf.com

001-7201-572-6400
Tom VanDeHey  
Parks Supervisor  
DeBary  
16 Colomba Rd  
DeBary, FL 32713

Dear Tom VanDeHey,

Current manufacturing has select Toro equipment out as long as 18-24 months. When a P.O. is placed, it reserves the customer’s spot in the que for the next production schedule. If during the time between when the P.O. is place and prior to delivery, the customer is required to cancel the P.O. there will be no fee or penalty to do so. Based on current demand the equipment canceled will be moved to the next customer in que.

Best Regards,

Tanner Fleming  
Commercial Sports Fields & Grounds Territory Manager  
(407) 467-2067, tanner.fleming@wescoturf.com
Pricing for contract #031121-TTC offers Sourcewell participating agencies the following discounts:

- Toro Commercial Equipment: 22% off US MSRP
- Toro Specialty Vehicles: 7% off US MSRP
- Toro Landscape Contractor Equipment (LCE): 27% off US MSRP
- Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off US MSRP
- Toro Siteworks System (SWS) Equipment: 17% off US MSRP
- BOSS Snow Removal Equipment: 25% off US MSRP
- Toro Bullseye Equipment: 5% off US MSRP
- Toro Golf Irrigation: 40% off US MSRP
- Toro Residential Commercial Equipment (RES COM): 40% off US MSRP
- Irritrol Irrigation Products: 0% - 40% off US MSRP
- Rain Master Irrigation Products: 0% - 40% off US MSRP
- Sentinel Irrigation Products: 35% off US MSRP
- Large Rotors: 15% off US MSRP
- Ventrac 4500 Series Products: 12% off US MSRP
- Ventrac SSV Products: 5% off US MSRP

Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.
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Terms: Net 30

Equipment Total $38,695.70
Sales Tax $0.00
Totals: $38,695.70

Warranty

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.
The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to tanner.fleming@wescoturf.com or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed:  

Name:  

Date:  

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,  

Tanner Fleming  

Commercial Sports Fields & Grounds Territory Manager  
(941) 993-7947, tanner.fleming@wescoturf.com
# City of DeBary
## General Fund - Capital Summary
### FY 2023 Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>Account #</th>
<th>Amount</th>
<th>Totals</th>
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<tr>
<td>Computer Replacements - General</td>
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<td>Total General Govt - Machinery &amp; Equipment</td>
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<td>New Fire Truck</td>
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<td>Mower 60&quot; - Replacement</td>
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<td>RSP - Storage Shed - Equipment</td>
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<td>RSP - Fence</td>
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<td>Toro Aerator</td>
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<td>Total General Fund Capital Requests</td>
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# RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

## Vendor Details

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>The Toro Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your company conduct business under any other name? If yes, please state:</td>
<td>Toro</td>
</tr>
<tr>
<td>Address:</td>
<td>8111 Lyndale Avenue South</td>
</tr>
<tr>
<td>Contact:</td>
<td>Jon Stodola</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jon.stodola@toro.com">jon.stodola@toro.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>612-597-3224</td>
</tr>
<tr>
<td>Fax:</td>
<td>612-597-3224</td>
</tr>
<tr>
<td>HST#:</td>
<td>41-0580470</td>
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## Submission Details

| Created On: | Tuesday January 26, 2021 08:26:53 |
| Submitted On: | Wednesday March 10, 2021 16:49:38 |
| Submitted By: | Jon Stodola |
| Email: | jon.stodola@toro.com |
| Transaction #: | a9949e16-696c-4bd0-8278-1f0375b1ebb6 |
| Submitter's IP Address: | 76.113.144.182 |

Bid Number: RFP 031121  
Vendor Name: The Toro Company
Toro #031121-TTC

Pricing for contract #031121-TTC offers Sourcewell participating agencies the following discounts:

- Toro Commercial Equipment: 22% off US MSRP
- Toro Specialty Vehicles: 7% off US MSRP
- Toro Bullseye Equipment: 5% off US MSRP
- Toro Landscape Contractor Equipment (LCE) (A): 27% off US MSRP
- LCE Allied Products (B): 0% off US MSRP
- Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off US MSRP
- Toro Siteworks System (SWS) Equipment: 17% off US MSRP
- BOSS Snow Removal Equipment: 25% off US MSRP
- BOSS Snow Removal Equipment (Snowrator Units Only): $400 off US MSRP
- Ventrac 4500 Series Products: 12% off US MSRP
- Ventrac SSV Products: 5% off US MSRP
- Toro Golf Irrigation: 40% off US MSRP
- Toro Residential Commercial Equipment (RES COM): 40% off US MSRP
- Irritrol Irrigation Products: 0% - 40% off US MSRP
- Rain Master Irrigation Products: 0% - 40% off US MSRP
- Sentinel Irrigation Products: 35% off US MSRP
- Large Rotors: 15% off US MSRP
- Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.
Sourcewell

Solicitation Number: RFP #031121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell’s cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor’s Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Rev. 10/2020
All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor’s product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity’s site. 

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor’s written warranty for such item. Other than the warranties in this paragraph and Vendor’s express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the Vendor’s warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor’s authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor’s responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor’s Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity’s total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity’s requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be
returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell’s cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity’s authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity’s use of this Contract is at the Participating Entity’s sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor’s employees may be required to perform work at government-owned facilities, including schools. Vendor’s employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,
Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor’s acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity’s requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity’s order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

Rev. 10/2020
• Maintenance and management of this Contract;
• Timely response to all Sourcewell and Participating Entity inquiries; and
• Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

• Customer Name (e.g., City of Staples Highway Department);
• Customer Physical Street Address;
• Customer City;
• Customer State/Province;
• Customer Zip Code;
• Customer Contact Name;
• Customer Contact Email Address;
• Customer Contact Telephone Number;
• Sourcewell Assigned Entity/Participating Entity Number;
• Item Purchased Description;
• Item Purchased Price;
• Sourcewell Administrative Fee Applied; and
• Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor’s name and Sourcewell-assigned contract number in the memo; and must be
mailed to the address above “Attn: Accounts Receivable” or remitted electronically to Sourcwell’s banking institution per Sourcwell’s Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell’s Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcwell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.
F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys’ fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor’s Trademarks in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicenses”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. **Use; Quality Control.**
   a. Sourcewell must not alter Vendor’s Trademarks from the form provided by Vendor and must comply with Vendor’s removal requests as to specific uses of its trademarks or logos.
   b. Vendor must not alter Sourcewell’s Trademarks from the form provided by Sourcewell and must comply with Sourcewell’s removal requests as to specific uses of its trademarks or logos.
   c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s Trademarks only in good faith and in a dignified manner consistent with such party’s use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

### 14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.
15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party’s reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.

3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:
• Exercise any remedy provided by law or equity, or
• Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers’ Compensation and Employer’s Liability.
   Workers’ Compensation: As required by any applicable law or regulation.
   Employer’s Liability Insurance: must be provided in amounts not less than listed below:
   Minimum limits:
   $500,000 each accident for bodily injury by accident
   $500,000 policy limit for bodily injury by disease
   $500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
   Minimum Limits:
   $1,000,000 each occurrence Bodily Injury and Property Damage
   $1,000,000 Personal and Advertising Injury
   $2,000,000 aggregate for Products-Completed operations
   $2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
   Minimum Limits:
   $1,000,000 each accident, combined single limit
4. **Umbrella Insurance.** During the term of this Contract, Vendor will maintain umbrella coverage over Workers’ Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.
Sourcewell

By: Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:24 PM CDT

Approved:

By: Chad Coauette
Title: Executive Director/CEO
Date: 4/29/2021 | 4:31 PM CDT

The Toro Company

By: Brad Hamilton
Title: Group VP
Date: 4/29/2021 | 4:07 PM CDT

Rev. 10/2020
<table>
<thead>
<tr>
<th>Subject:</th>
<th>Assumption of Land Development Code Re-Write Contract.</th>
<th>Attachments:</th>
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<tbody>
<tr>
<td>From:</td>
<td>Steven E. Bapp, AICP Growth Management Director</td>
<td>( ) Ordinance</td>
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<tr>
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<td>( ) Resolution</td>
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<td>( ) Supporting Documents/ Contracts</td>
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<td>(X) Other</td>
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<tr>
<td>Meeting Hearing Date</td>
<td>February 1, 2023</td>
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**REQUEST**

Staff is requesting that City Council authorize the City Manager to execute the Inspire Placemaking Collective assignment and assumption of professional services agreement to continue the re-write of the City of DeBary Land Development Code (LDC).

**PURPOSE**

The purpose of this action is to enable the continuance of contracted services to update and re-write the City’s Land Development Code.

**CONSIDERATIONS**

In April of 2020, the City Council approved a contract with S&ME as recommended by City Staff in the amount of $109,960 to rewrite the City’s Land Development Code. Staff began work with S&ME on the task, and S&ME was on target for all deliveries for the contract. On December 30, 2022, Inspire Placemaking Collective acquired S&ME’s Placemaking group, which includes the planning and landscape architect practices. S&ME will no longer be providing these services and re-write the LDC.

S&ME has provided to the City an invoice to close out all services with the City. Inspire Placemaking Collective has provided to the City all required documents including their Bill of Sale, and Exhibit B – Form of Contract Assignment. These items are attached with this Staff Report. The City will be required to sign Exhibit B- Form of Contract Assignment as part of the transaction.

**COST/FUNDING**

There is no additional cost associated with the Contract Assignment and the LDC Re-Write will continue as originally approved. The City Council approved the original S&ME Contract in April 2020, and this item was budgeted in the City Budget in every subsequent cycle.
RECOMMENDATION

It is recommended that the City Council grant authority for the City Manager to execute the attached contract assignment to continue rewriting the Land Development Code.

IMPLEMENTATION

The City Manager will execute the contract. Over the next 6 – 12 months, the Consultant with work with City Staff to revise and rewrite the Land Development Code. There will be some public workshops and presentations for Council and public feedback during the rewrite process.

ATTACHMENTS

- Bill of Sale
- Exhibit B – Form of Contract Assignment
BILL OF SALE AND ASSIGNMENT AGREEMENT

This BILL OF SALE AND ASSIGNMENT AGREEMENT dated December 30, 2022 (this “Bill of Sale”), is entered into by and between S&ME, Inc., a North Carolina corporation ("Assignor"), and Inspire Placemaking Collective, Inc., a Florida corporation (“Assignee”). All capitalized terms used but not otherwise defined herein shall, unless the context otherwise requires, have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase and Sale Agreement, dated as of December 30, 2022 (as supplemented, amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among Assignee and Assignor, Assignor has agreed to sell, transfer, assign, convey and deliver (or cause to be sold, transferred, assigned, conveyed and delivered) to Assignee, and Assignee has agreed to purchase and acquire, all of Assignor’s right, title and interest in and to the Assets; and

WHEREAS, the Closing shall have occurred concurrently with the execution and delivery of this Bill of Sale.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, transfers, assigns, conveys, and delivers to Assignee all of the right, title and interest of Assignor in and to all of the Assets identified on Schedule 2.2 to the Purchase Agreement free and clear of all Liens, and Assignee hereby accepts such assignment of all right, title and interest of Assignor in and to the Assets. For the avoidance of doubt, Assignor does not sell, transfer, assign, convey or deliver, and Assignee does not accept or acquire, any Excluded Assets.

2. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

3. Neither this Bill of Sale nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part, by operation of Law or otherwise, by any of the parties without the prior written consent of the other Party. Any purported assignment not permitted under this Section 3 shall be null and void.

4. Subject to Section 3, this Bill of Sale shall bind and inure to the benefit of Assignor, Assignee, and their respective successors and permitted assigns.
5. This Bill of Sale shall be governed by, and construed in accordance with, the Laws (without regard to the choice of Law or conflict of Law rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

6. If any term or other provision of this Bill of Sale is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of applicable Law or public policy, all other terms and provisions of this Bill of Sale shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, Assignor and Assignee shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of Assignor and Assignee under the Purchase Agreement as closely as possible to the fullest extent permitted by applicable Law in a mutually acceptable manner.

7. This Bill of Sale may only be amended or modified by a written instrument executed by Assignee and Assignor.

8. This Bill of Sale may be executed by electronic signatures via DocuSign or e-mail and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

[Signature Page Follows]
IN WITNESS WHEREOF, each of the parties hereto has caused this Bill of Sale to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

S&ME, INC.

By: ______________________________
    Matt Ryan, President

INSPIRE PLACEMAKING COLLECTIVE, INC.

By: ______________________________
    George Kramer, President
IN WITNESS WHEREOF, each of the parties hereto has caused this Bill of Sale to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

S&ME, INC.

By: ______________________________
    Matt Ryan, President

INSPIRE PLACEMAKING COLLECTIVE, INC.

By: ______________________________
    George Kramer, President
EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT

This Assignment and Assumption of Professional Services Agreement (this “Assignment”) is made and entered into this ___ day of _______, 202__, by and between S&ME, INC., a North Carolina corporation (“Assignor”), and INSPIRE PLACEMAKING COLLECTIVE, INC., a Florida corporation (“Assignee”).

RECITALS

WHEREAS, Assignor and [_____________________] (“Client”), are parties to that certain [Professional Services Agreement] dated [______], for the provision of [______] services thereto, and all purchase orders, task orders, or other such work authorizations thereto (collectively, the “Agreement”), true and correct copies of which are attached hereto as Exhibit “A”.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated as of December __, 2022 (as supplemented, amended, restated or otherwise modified from time to time, the “Purchase Agreement”); and

WHEREAS, Assignor desires to assign, and Assignee desires to assume, all of Assignor’s rights, title and interest in and to the Agreement pursuant and subject to the terms of this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby accept from Assignor, all of Assignor’s rights, title and interest in and to the Agreement.

2. Upon the terms and subject to the conditions of the Purchase Agreement, Assignee hereby assumes all rights, title, and interest of Assignor in the Agreement and agrees to be bound by and to fully perform and carry out the duties and obligations of Assignor in and relating to the Agreement from and after the date hereof.

3. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Assignor acknowledges and agrees that it shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances and assurances for the
better assigning, granting, transferring, conveying and conferring unto Assignee, its successors, and assigns all the rights hereby granted, transferred, conveyed, assigned and delivered as Assignee or its successors or permitted assigns shall require.

5. This Assignment may be executed in two or more counterparts (including by electronic means (via facsimile, DocuSign or emailed .pdf file)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Assignment shall be governed by, and construed in accordance with, the Laws (without regard to the choice of Law or conflict of Law rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

[Signature Page Follows]
IN WITNESS WHEREOF, the undersigned do hereby execute this Assignment effective as of the day and year first above written.

ASSIGNOR: S&ME, INC.

By:________________________________
Name:________________________________
Title:________________________________

ASSIGNEE: INSPIRE PLACEMAKING COLLECTIVE, INC.

By:________________________________
Name:________________________________
Title:________________________________
CONSENT OF CLIENT

The undersigned, as “Client” under that certain Agreement, as more fully described above, hereby affirms and consents to the assignment and assumption of the Agreement by S&ME, INC. ("Assignor") to INSPIRE PLACEMAKING COLLECTIVE, INC. ("Assignee"), pursuant to this Assignment, and further certifies:

1. The Agreement as set forth on Exhibit “A” attached hereto and which is made a part hereof, constitutes the entire agreement between the parties to it and has not been modified or amended.

2. The Agreement, as of the date hereof, is in full force and effect, binding and enforceable in accordance with its terms, and there are no other agreements, whether oral or written, or understandings of any nature between Client and Assignor which modify or amend the Agreement in any respect whatsoever.

3. There exists no default by Assignor or Client under the terms of the Agreement, and there are no claims, actions, suits, or proceedings pending or that have been threatened by Client against Assignor.

The person executing this consent to assignment is duly authorized and empowered in all respects to do so on behalf of the undersigned Client.

[CLIENT NAME]

By: __________________________

Name: ________________________

Title: _________________________

Date: _________________________

Exhibit “A”: Agreement
Exhibit “A”

AGREEMENT

[Attached]
Subject: Future Land Use Map Amendment – 7 Seminole Drive
From: Steven E. Bapp, AICP
Growth Management
Meeting Hearing Date February 1, 2023

Attachments: (X) Ordinance
( ) Resolution
( ) Supporting Documents/Contracts
( ) Other

REQUEST
Staff is requesting the City Council approve the first reading of Ordinance No. 02-2023 amending the Future Land Use classification of 7 Seminole Drive (parcel ID 803407020021) from Commercial Office (C/O) to Residential/Low-Density (R/LD). (Quasi-Judicial)

PURPOSE
To bring the current use of the property (single-family residential) into compliance with the Comprehensive Plan.

CONSIDERATIONS
The property owner purchased the property in December 2021, as a single-family residence, and has been using it as such since the purchase. Staff research also indicates that this property has been used as a single-family residence for at least ten years. The applicant is requesting to bring the existing land use into conformance with the Comprehensive Plan, as the C/O land use does not allow for a single-family residential use.

The State of Florida’s Community Planning Act (The Act) provides criteria municipalities must use for evaluating proposed FLUM Amendments. City staff and the Development Review Committee have evaluated this request based the Act’s requirements, and find it consistent.

City Staff and the Development Review Committee also have evaluated this request based on the requirements of the Chapter 5 (Future Land Use Element) of the City’s Comprehensive Plan. The analysis included the review of the availability of facilities and services; the minimum amount of land needed to achieve the amendment; and the compatibility with surrounding land uses. In the opinion of Staff and the Development Review Committee, the proposed amendment is consistent with the goals and objectives of the Comprehensive Plan.

RECOMMENDATION
Staff is requesting the City Council approve the first reading of Ordinance No. 02-2023 amending the Future Land Use classification of 7 Seminole Drive (parcel ID 803407020021) from Commercial Office (C/O) to Residential/Low-Density (R/LD).
IMPLEMENTATION

Staff will transmit the proposed Future Land Use Map amendment to the State Department of Economic Opportunity (DEO) as well as the Volusia Growth Management Commission (VGMC) for a 30-day review and approval prior to bringing the Ordinance back to the City Council for an adoption hearing. If approved at the adoption hearing, Staff will amend the Comprehensive Plan’s Future Land Use Map to reflect the amendment.

ATTACHMENTS

- Future Land Use Map – Current
- Future Land Use Map – Proposed
- Ordinance # 02-2023
- Survey
AN ORDINANCE OF THE CITY COUNCIL OF DEBARY, FLORIDA, AMENDING THE CITY’S COMPREHENSIVE PLAN FUTURE LAND USE MAP (FLUM); CHANGING THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND BEING APPROXIMATELY 10,643 +/- SQUARE FEET IN SIZE, LOCATED AT 7 SEMINOLE DRIVE ADJACENT TO AND SOUTH OF SEMINOLE DRIVE, WEST OF U.S. HIGHWAY 17/92, NORTH OF CATALINA DRIVE, AND EAST OF SHELL ROAD, HAVING A VOLUSIA COUNTY TAX PARCEL IDENTIFICATION NUMBER 803407020021, AMENDING SUCH DESIGNATION FROM COMMERCIAL/OFFICE (C/O) TO RESIDENTIAL/LOW DENSITY (R/LD); PROVIDING FOR TRANSMITTAL, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City of DeBary has adopted a Comprehensive Plan (including a Future Land Use Element and Future Land Use Map) in accordance with Chapter 163, Part II, Florida Statutes governing the use, growth and development of property within the City’s jurisdiction; and

WHEREAS, ATI INVESTMENTS LLC as the applicant and fee simple owner of that certain real property generally described as approximately 10,643 +/- square feet in size and having a Volusia County Tax Parcel Identification Number 803407020021, and legally described in Attachment “A” (the “Property”) have petitioned the City to amend the City of DeBary Comprehensive Plan to change the Future Land Use classification of the Property from Commercial/Office (C/O) to Residential/Low Density (R/LD); and

WHEREAS, the comprehensive plan amendment adopted by this Ordinance is internally consistent with the City of DeBary Comprehensive Plan and its goals, policies and objectives and is in compliance as defined by the applicable provisions of Chapter 163, Florida Statutes; and

WHEREAS, the City Council, sitting as the local planning agency and as the local governing body, held the required public hearings after due notice to consider the proposed future land use map amendment set forth herein, and has determined the requested comprehensive plan amendment to be appropriate and in the best interest of the public welfare.

IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. FLUM Amendment. The City of DeBary hereby amends the Future Land Use Map of the City of DeBary Comprehensive Plan by designating the Property described in Attachment “A” from Commercial/Office (C/O) to Residential/Low Density (R/LD). See Attachment “B” to this Ordinance for a graphical depiction of the Property.

SECTION 2. Transmittal. The City’s Growth Management Department is authorized to transmit this Ordinance to appropriate state agencies and take other actions as maybe necessary under State law.
SECTION 3. Severability. If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

SECTION 4. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinances or part thereof, this Ordinance controls to the extent of the conflict.

SECTION 5. Effective Date. This Ordinance shall become effective 31 days after its adoption if no timely challenge is filed. If timely challenged, this Ordinance shall become effective as provided in the applicable provisions of Chapter 163, Part II, Florida Statutes.


ADOPTED BY the City Council of the City of DeBary, Florida this _____ day of __________, 2023.

CITY COUNCIL
CITY OF DEBARY, FLORIDA

By: ____________________
Karen Chazez, Mayor

ATTEST:

By: ____________________
Annette Hatch, City Clerk
ATTACHMENT "A"

DESCRIPTION:

THE WEST 1/2 OF LOT 2, BLOCK B, MILLER ACRES 2ND SECTION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 232, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
ATTACHMENT "B"

FUTURE LAND USE MAP

Current Future Land Use
City Council Meeting
City of DeBary
AGENDA ITEM

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Rezoning – 7 Seminole Drive</th>
<th>Attachments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Steven E. Bapp, AICP</td>
<td>(X) Ordinance</td>
</tr>
<tr>
<td></td>
<td>Growth Management</td>
<td>( ) Resolution</td>
</tr>
<tr>
<td></td>
<td></td>
<td>( ) Supporting Documents/Contracts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>( ) Other</td>
</tr>
<tr>
<td>Meeting Hearing Date</td>
<td>February 1, 2023</td>
<td></td>
</tr>
</tbody>
</table>

REQUEST

Staff is requesting the City Council approve the first reading of Ordinance No. 01-2023, to rezone the parcel addressed as 7 Seminole Drive (parcel ID 803407020021) from General Office (B-9) to Urban Single-Family Residential (R-4). (Quasi-Judicial)

PURPOSE

To bring the current use of single-family residential into compliance with the Land Development Code.

CONSIDERATIONS

The property owner purchased the property in December 2021, as a single-family residence, and has been using it as such since the purchase. Staff research also indicates that this property has been used as a single-family residence for at least ten years. The current B-9 zoning does not allow single-family uses, and rezoning the subject property to R-4 would bring the use into conformance with the Land Development Code.

General Land Use Assessment:

Zoning. Proposed amendments to the Zoning Map are required to be reviewed in accordance with the following criteria:

(1) The proposal shall be consistent with the Comprehensive Plan, including proposed uses and intensity or density of use.

   The subject property’s Comprehensive Plan Future Land Use classification is Commercial/Office. An application for a Future Land Use Map Amendment is being reviewed concurrently with the requested Zoning Map amendment. The proposed Future Land Use classification is Residential/Low-Density. Please see the staff report for Ordinance No 02-2023 for an analysis on the Future Land Use Map Amendment application.

(2) The establishment, maintenance, or operation of the uses permitted by the proposed rezoning shall not be detrimental to or endanger the public health, safety, or general welfare.
The establishment, maintenance, and operation of the uses permitted in the R-4 classification would not be detrimental to or endanger the public health, safety, or general welfare. The proposed Zoning Map amendment is consistent with the character of the general vicinity.

(3) The uses permitted by the proposed rezoning shall not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district and shall be consistent with the character of the immediate neighborhood.

The uses permitted by the R-4 classification would not impede the normal and orderly development and improvement of surrounding properties. The proposed zoning classification matches the zoning of the existing neighborhood, and thus would not create any conflicts. The proposed classification would ensure the property’s character of single-family residential remains in conformance with the existing neighborhood.

(4) The establishment, maintenance, or operation of the uses permitted by the proposed rezoning shall be supported by adequate infrastructure or provisions shall be made to ensure that infrastructure is adequate when needed to serve the development.

The current use of single-family residential and its maintenance and operation is already supported by infrastructure, as this is an existing neighborhood.

Future Land Use. The proposed amendment to the Zoning Map is being processed concurrently with an application for a Future Land Use Map Amendment. Please see the staff report for Ordinance No. 02-2023 for more information.

The following matrix identifies the uses of neighboring properties:

<table>
<thead>
<tr>
<th>DIRECTION</th>
<th>ZONING DESIGNATION</th>
<th>FLU DESIGNATION</th>
<th>USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>R-4</td>
<td>Residential/Low-Density</td>
<td>Residential</td>
</tr>
<tr>
<td>South</td>
<td>B-4</td>
<td>Commercial/Retail</td>
<td>Commercial</td>
</tr>
<tr>
<td>East</td>
<td>B-4</td>
<td>Commercial/Retail</td>
<td>Commercial</td>
</tr>
<tr>
<td>West</td>
<td>R-4</td>
<td>Residential/Low-Density</td>
<td>Residential</td>
</tr>
</tbody>
</table>

The applicant held a Community Meeting on January 24, 2023. Five (5) residents attended the meeting. Discussion primarily centered on the applicant clarifying the purpose of the Zoning Map amendment being to bring the existing use of single-family residential into compliance with the Land Development Code.

Traffic. The proposed amendment would not likely create any traffic impacts due to the size and scope of the application.

RECOMMENDATION

It is recommended the City Council approve the first reading of Ordinance No. 01-2023, to rezone the parcel addressed as 7 Seminole Drive (parcel ID 803407020021) from General Office (B-9) to Urban Single-Family Residential (R-4).
IMPLEMENTATION

If the City Council approves the first reading of this Ordinance, a second reading will be held at a later date in coordination with the associated subject parcel’s Future Land Use Amendment adoption hearing.

ATTACHMENTS

- Zoning Map – Current
- Zoning Map – Proposed
- Ordinance No. 01-2023
- Survey
ORDINANCE NO. 01-2023

AN ORDINANCE OF THE CITY COUNCIL OF DEBARY, FLORIDA, AMENDING THE CITY’S ZONING MAP TO REZONE A PARCEL OF LAND BEING APPROXIMATELY 10,643 +/- SQUARE FEET IN SIZE, LOCATED AT 7 SEMINOLE DRIVE ADJACENT TO AND SOUTH OF SEMINOLE DRIVE, WEST OF U.S. HIGHWAY 17/92, NORTH OF CATALINA DRIVE, AND EAST OF SHELL ROAD, HAVING A VOLUSIA COUNTY TAX PARCEL IDENTIFICATION NUMBER 803407020021, FROM B-9 (GENERAL OFFICE) ZONING DESIGNATION TO R-4 (URBAN SINGLE FAMILY ZONING DESIGNATION); PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, ATI INVESTMENTS LLC as the applicant and fee simple owner of that certain real property generally described as approximately 10,643 +/- square feet in size and having a Volusia County Tax Parcel Identification Number 803407020021, and legally described in Attachment “A” (the “Property”) has petitioned the City to rezone the Property from B-9 (General Office) zoning designation to R-4 (Urban Single Family) zoning designation; and

WHEREAS, this Ordinance has been advertised and noticed in accordance with the requirements of state law and Section 1-10 of the City of DeBary Land Development Code; and

WHEREAS, the City Council, sitting as the local planning agency and as the local governing body, held the required public hearings after due notice to consider the proposed rezoning set forth herein; and

WHEREAS, based upon competent, substantial evidence presented in the record, this Ordinance meets the requirements for rezoning pursuant to Section 1-6, City of DeBary Land Development Code and Comprehensive Plan Policy 5.505 and is consistent with the City of DeBary Comprehensive Plan.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that the above recitals are true and correct.

SECTION 2. Rezoning Approved. The City of DeBary hereby approves the requested rezoning and amends the Zoning Map of the City of DeBary by re-designating the Property described in Attachment “A” from B-9 (General Office) zoning designation to R-4 (Urban Single Family) zoning designation. See Attachment “B” to this Ordinance for a graphical depiction of the Property.

SECTION 2. Zoning Map. The City Growth Management Director is hereby authorized and directed to amend the Official DeBary Zoning Map in accordance with the provisions of this
SECTION 3. Severability. If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

SECTION 4: Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinances or part thereof, this Ordinance controls to the extent of the conflict.

SECTION 5. Effective Date. This Ordinance shall become effective simultaneously upon the effective date of Ordinance No. 02-2023 which is an amendment to the Future Land Use Map of the City of DeBary Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.


ADOPTED BY the City Council of the City of DeBary, Florida this _____ day of __________, 2023.

CITY COUNCIL
CITY OF DEBARY, FLORIDA

By: __________________________
Karen Chasez, Mayor

ATTEST:

By: __________________________
Annette Hatch, City Clerk
DESCRIPTION:

THE WEST 1/2 OF LOT 2, BLOCK B, MILLER ACRES 2ND SECTION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE 232, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
ATTACHMENT "B"

ZONING MAP

Current Zoning

Legend
- Parcels
- Subject Property

Zoning
- C
- P
- NC
- A-2
- A-3
- HR
- RA
- B-1
- B-3
- B-4
- B-5
- B-6
- B-7
- B-8
- MH-1
- MH-5
- B-2
- B-4
- B-5
- B-6
- B-7
- B-9
- I-1
- PUD
- MPUD
- SPLD
- IPUD
- MPUD
REQUEST

Staff is requesting City Council approval on Whitehouse Contracting, LLC., proposal to construct new sidewalk on the eastside of S. Shell Road, between Spring Vista Road and Springview Commerce Drive.

PURPOSE

The purpose is to establish connectivity for pedestrians, bicyclists, and golf carts to the future Main Street project.

CONSIDERATIONS

- S. Shell Road is an arterial road stretching from W. Highbanks to Fort Florida Road. The portion of S. Shell Rd between Spring Vista Drive and Benson Junction Rd does not have sidewalks, which limits mobility and is a safety concern.

- The long range plan is to bring the dual use sidewalk into Main Street. This proposal is for Phase 1 (Spring Vista to Springview Commerce). Phase 2 (Springview Commerce to Benson Junction) will be done at a later time due to the lack of right-of-way at the power line crossing. We are in the process of obtaining sidewalk easement along S. Shell Road from Duke Energy to cross under the power lines.

- The City passed a Golf Cart Ordinance in December 2021 allowing certain sidewalks on arterial roads to be dual use. This sidewalk is being planned to be 8’ wide, enabling dual use for pedestrians, bicyclist and golf carts.

- Whitehouse Contracting is a Continuing Contractor with the City of DeBary. The cost of this project is based upon their contract with Volusia County.

COST/FUNDING

The cost of this project is $56,492.50. The City Council approved $100,000 in the FY 2023-24 annual budget for new sidewalk construction., line item 125-9000-590-6300.
RECOMMENDATION
It is recommended that the City Council approve the Whitehouse Contracting, LLC., proposal to construct new sidewalk on the eastside of S. Shell Road, between Spring Vista Road and Springview Commerce Drive in the amount of $56,492.50

IMPLEMENTATION
Upon approval, the City Manager will execute the agreement.

ATTACHMENTS
Whitehouse Contracting Proposal
Survey Map
Bill To
City of Debary
16 Colomba Rd.
Debary, FL 32713

PO Number

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity/Hours</th>
<th>Price/Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shell Rd. - Install 8' wide concrete multipurpose path from Spring Vista Drive to Springview Commerce Drive as directed.</td>
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<tr>
<td>Removal of existing sidewalk and driveways (6&quot; thick)</td>
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<td>$9.00</td>
<td>$261.00</td>
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<td>Removal of Existing Concrete Curb and Gutter (All Types)</td>
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<td>Clearing and Grubbing.</td>
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<td>$8,880.00</td>
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<td>Embankment (Truck Measure)</td>
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<td>Concrete Drop Curb and Gutter (&lt;50lf)</td>
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<tr>
<td>4&quot; thick concrete sidewalk (&gt;90sy)</td>
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<tr>
<td>6&quot; thick concrete sidewalk and driveway (&gt;90sy)</td>
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<td>Temporary Traffic Control for Lane Closure with Flaggers</td>
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Total $56,492.50
REQUEST

The Parks and Recreation Department is requesting Council approve the attached proposal Kimley Horn IPO #16 for Alexander Island Feasibility Study, Conceptual Plan, Business Plan, and Entrance Engineering.

PURPOSE

The request is needed at this time so we can move forward with an Exceptional ECHO Grant Application this Fall.

CONSIDERATIONS

The City has officially acquired the Alexander Island property and will need to immediately move forward with a plan to develop the property into a public park and provide passive recreation amenities. The initial development of the park is planned to be funded through an Exceptional ECHO grant. The criteria for an Exceptional ECHO grant application is to include a feasibility study that includes public feedback on the project, a business and marketing plan, and a conceptual design. All of this is covered in the proposal from Kimley Horn.

Kimley Horn has a Continuing Contract with the City for planning and design services. The City has already done many projects with the firm and has built a great relationship. Kimley Horn has shown they produce a quality product and have the resources available to complete our study and plans for the project. They have also agreed to include the engineered plans for the front entrance of the property, which is the first step we need in order to start to develop the property.

COST/FUNDING

The Alexander Island Plan was funded in the FY 22/23 budget for the amount of $145,000 in line item 001-7201-572-3100
RECOMMENDATION

It is recommended that the City Council approve the attached Kimley Horn IPO #16 – Alexander Island Plan Proposal from Kimley Horn.

IMPLEMENTATION

Upon approval the Parks and Recreation Department will coordinate with Kimley Horn to kick off the project and start on the Phase 1 Feasibility Study.

ATTACHMENTS

Attachment A: Kimley Horn IPO #16 - Alexander Island Plan Proposal
January 16, 2023

Describing a specific Agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn") and The City of DeBary (the “Client” or the “City”) in accordance with the terms of the Continuing Contract for Professional Engineering Services (“Contract”) dated January 6, 2021, which is incorporated herein by reference.

Identification of Project:
Alexander Island Park Management Plan
Client: City of DeBary
Kimley Horn Project Manager: Brent A. Lenzen, P.E.

Project Understanding:
Kimley-Horn understands that Alexander Island is a 170-acre property acquired by the City in partnership with Volusia County and the State of Florida to conserve the property from development and turn it into a public passive recreation nature park. The Alexander Island property features 152 acres of wetlands, 17 acres of upland, and a two-mile-long walking trail with an approximately one-mile riverfront berm. The City plans to partner with the Aquatic Preserve Alliance of Central Florida to build a freshwater research center on the property. The conservation land will be developed in accordance with the Conservation Easement agreement.

The Alexander Island property was acquired for use as a passive recreation nature park, with the aim of protecting both the natural and cultural resources on the site. It will be managed only for the conservation, protection and enhancement of those resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site.

The following are the prioritized management objectives for Alexander Island Park, which will be incorporated into the design

1. Protection of Natural Resources
2. Provide Recreational Opportunities
3. Provide Fresh Water Research Opportunities
4. Provide Nature Based Activities and Programming
5. Provide Access to the St. John’s River
6. Preserve Cultural and Archeological Resources

Based on the above, our scope of services, schedule and fees for the park management plan are as follows:
Scope of Services:

Task 1 – Feasibility Study

Kimley-Horn will provide a Feasibility Study to include the following:

A. Strategic Kick-Off (SKO) - Determination of Key Issues and Critical Success Factors

Kimley-Horn will:

- Provide a work plan within ten (10) days of the award of contract for discussion at a Strategic Kick-Off (SKO) meeting with the City.
- Facilitate a SKO meeting with City staff to review the details of the work plan and formalize the timeline and requirements for the planning process, including accepted methodologies and tasks, final number, and types of meetings, expected quality and formats for deliverables, and agreement on the implementation strategies.
- Recommend a timeline for the community engagement process and the anticipated approval process.
- As part of the SKO, the Consultant Team and City staff will conduct a site visit to review and discuss key initial opportunities and constraints.

B. Community Profile, Market Analysis, and Information Gathering

Kimley-Horn and subconsultant Ballard*King will identify the constituency of the city through a high-level updated demographic analysis and market profile, utilizing public information available (including any previous planning efforts) and including information gathered from the City's Planning Department, U.S. Census Bureau, ESRI sources, and other national and local sources.

Based upon information available from the US Census Bureau, ESRI, and the State of Florida, Kimley-Horn will complete a high-level demographic analysis based on service areas outlines trends regarding population, household income levels, age group characteristics, and any economic considerations that could affect the need for passive recreation and nature-based programming.

Kimley-Horn and subconsultant will provide deliverable memorandum consisting of a market review, analysis of participation data.

C. Activity Profile/Program Options

In coordination with the SKO, Kimley-Horn will coordinate with City staff to identify existing regional venues, up to three (3), that will be further researched by Kimley-Horn.

Kimley-Horn will evaluate and prepare a summary of existing venues, including levels of use, marketing and promotion efforts, and technical capabilities. Data may include:

- Description of facilities
- Current, historic, and projected use
- Current and projected attendance
- Political, structural, and organizational factors
- Operating costs, management, and operational structures
- Potential direct and indirect economic impact on the City and financial performance
Additional venues can be considered as an additional service.

D. Trends Analysis

Based upon information available from the State of Florida, NRPA, Volusia County, or other public sources, Kimley-Horn will complete a high-level national and regional trends analysis for participation levels and interests in nature-based outdoor recreation. Kimley-Horn will prepare a summary of key findings as well as highlights of emerging interests within nature-based passive recreation.

E. Public Assessment and Information Gathering

Kimley-Horn will develop and facilitate an inclusive, transparent, and comprehensive public engagement process based on balancing input across three types of methods: qualitative, quantitative, and observational. Kimley-Horn will coordinate with City staff and the City’s Project Manager during the SKO to review methods to be utilized in this project.

The following public event tasks are included:

1. Review and discussion of project goals with City staff and project team during SKO meeting.

2. Facilitation of one (1) public meeting to consist of a PowerPoint presentation, display boards, and interactive stations to gather input from the public. City staff will be responsible for the logistics of the public meeting such as invites, advertisements and other means of public notifications, booking of room, and food/beverages. Kimley-Horn will provide a summary of input gathered during the meeting.

3. Conduct up to eight (8) Stakeholder Interviews to be coordinated with public meeting or completed virtually. Interviews are to be between 45-60 minutes. City staff will be responsible for identifying interviewees (elected officials, etc.), sending invites, and provide a meeting room. Kimley-Horn will provide a summary of stakeholder input and facilitate virtual meetings, if needed, via MS Teams or Zoom.

4. Conduct up to four (4) Focus Groups meetings with volunteers, community advocates, or other key associated community members, nonprofits, or governmental agency representatives. Invites are to be identified by City Staff in coordination with Kimley-Horn. City staff will be responsible for sending invites and providing a room for meetings. Kimley-Horn will provide a summary of stakeholder input and facilitate virtual meetings, if needed, via MS Teams or Zoom.

5. Prepare and host an online statistical survey. The survey will have a target level of city resident responses of 400 which will provide a statistical valid survey with margin of error of +/- 5.0% with a 95% confidence level. Kimley-Horn will prepare a draft of the survey to review with City staff, host the survey via SurveyMonkey, and provide a PDF report of responses and key findings. City staff will be responsible for advertisement of the survey and public notifications. Survey will include demographic questions which will allow crosstabulations of resident and non-resident responses.

Survey is assumed to be approximately 15 minutes in length to complete with approximately 20-30 questions. If minimum target of city residents of 400 is not reached, results will be provided with a higher statistical margin of error range.
Note: Should the City desire, Kimley-Horn can execute a statistically valid, randomly stratified, mail/telephone/online survey administered by ETC Institute in addition and/or substitution to the scope included in this proposal.

F. Ranking and Prioritizing Demand and Opportunities

Kimley-Horn and subconsultant Ballard*King will complete the following tasks to determine ranking and prioritization of demand and opportunities:

- Incorporate analysis of the facility spaces, potential usage and assessment findings into management tools, providing direction to address current and future needs based on realistic measures.
- The following methodologies will be utilized by the consultant team to provide easily understood information that will help guide City staff and officials in decision making.
  1. Consultant team will identify conceptual recommendations for management, including consideration of the role of public agencies and private organizations (i.e., a contract operator).
  2. Identify initial projected activity profile including potential programs, drop-in uses, classes, meetings, special events, media-related activities, resident organizations, other rentals, and educational programs.
  3. Provide recommendations of initial staffing requirements.

Task 2 – Summary of Facility Needs and Initial Conceptual Design

A. Kimley-Horn will summarize findings from the initial onsite assessments and review of all available information to the following Conceptual Plan Package to include:

- A Conceptual Plan for the facility, including site access improvements, site amenities, potential program spaces, and trail routing
- A schematic layout ‘bubble’ diagram illustrating the form and function of the proposed site program
- Up to two (2) plan enlargements or perspectives
- Phasing diagram (if applicable)
- An initial conceptual plan level Opinion of Probable Construction Costs (OPCC).

Kimley-Horn will submit a draft Conceptual Plan Package to the City for initial review and schedule an in-person meeting with City staff to discuss any comments. Kimley-Horn has included up to one (1) in-person meetings with City staff to review the Conceptual Plan Package as part of this Task and will update the Conceptual Plan Package up to two (2) times to incorporate City comments or revisions. The agreed to revisions will be reflected into a final Conceptual Plan Package.
Task 3 – Business Plan

Kimley-Horn and subconsultant Ballard*King (Consultant Team) will prepare a comprehensive Business Plan that will include the following sections:

A. Alternative Funding:

- Examination of options for alternative funding which typically includes grants, donor programs, sponsorships, and different taxation opportunities, etc.
- Identification of potential key partnership opportunities in the area through the planning process and suggest any other potential partnerships that may be viable for the city based on positive models elsewhere around the country and shared missions.
- Development of recommendations and sample documents to help formulate policies that will assist to minimize risk and streamline partnership and sponsorship opportunities.

B. Financial Analysis

- Complete a summary analysis of existing marketing, budgets, capital improvement plans, cost recovery, traditional and alternative funding, and pricing methodologies.
- Each business model should include:
  - Alexander Island Programming and Amenity options.
  - Estimated maintenance and operational costs.
  - Projected revenue from fee-based services, and all sources over a five-year period.

C. Operational Determination and Review:

- Ballard*King staff will tour up to five (5) existing facilities in nearby communities with City staff and collect information available for current and future operations. City Staff will be responsible for identification of existing facilities in coordination with the consultant team. City staff will provide ground transportation to each site and coordinate with facilitate management prior to tour.
- During the tour, Ballard*King and City staff will meet with facility staff to review data and information for the following potential topics:
  - Past and current planning documents already collected
  - Public input documents
  - Operational budgets
  - Participation numbers
  - Demographics of participants (if available)
  - Alternative provider information
  - Rental agreements and/or opportunities
  - Partnership agreements and/or terms
  - Staff salaries/hourly rates
  - Staff benefits rates, pricing schemes
  - Organizational charts
  - Program brochures
  - Pricing strategies
  - Expenses (last three years, or historical trends)
Prior to the tour, City staff will coordinate with the Consultant Team on an online survey to be provided to facility managers asking for input on the above topics. Information gathered through the online survey and during in-person discussions will be used by Ballard*King to create operational budget and pro-forma in Task 3.D.

D. Projected Five-Year Programming Plan and Operational Pro-Forma:

- After completions of Task 3.C, the Consultant Team will prepare a Projected 5-YR Programming Plan and Operational Pro-Forma. The plan may include the following items:
  - Staffing levels and benefits
  - Commodities
  - Utilities
  - Contractual services
  - Pricing strategies
  - Potential revenue opportunities
  - Rental figures and revenue projections
  - Concession projections
  - Merchandising opportunities
  - Programs & events
  - Participation levels projections
  - Cost recovery recommendations
  - Potential subsidy levels.

- The five-year pro-forma will be based on operational budget projections prepared by the Consultant Team, as well as the information provided by the city.
- Estimates will project trends in participation as well as estimated inflationary costs and/or price changes.

E. Maintenance Plan:

- The Maintenance Plan will identify recommended and projected facility maintenance, cost, needed equipment, and staffing levels to adequately maintain the property along with any facility amenities.

F. Marketing Plan:

- The Marketing Plan will include the following:
  - Identification of available marketing channels both locally and regionally.
  - Recommendations for how the city may successfully market the park’s amenities and programming opportunities.
  - Recommendations for staffing resources, expenditures, and action items.
  - Identification of potential strategic partnerships to create effective reach throughout the Central Florida region.
Kimley-Horn will provide civil engineering services to provide design and permitting support for the proposed park access connection at Ft. Florida Road to include the following:

A. Access Design:

- Park driveway connection to the existing 90-degree turn on Ft. Florida Road to create a three-way stop condition intersection.
- Asphalt leveling at the intersection to correct the existing superelevation around the turn so the paving condition is appropriate for the new three-way stop.
- Asphalt driveway connection from Ft. Florida Road to the Alexander Island property line (continuation of the access road design further on-site not included).
- Driveway drainage culvert improvements to maintain existing stormwater routing around the existing turn on Ft. Florida Road.
- Pavement signage and marking plans preparation.

B. Access Permitting:

- Permitting through St. Johns River Water Management District

**Deliverables**

Kimley-Horn will provide the following deliverables associated with this project:
- Memorandums as noted above.
- Public Meeting presentation, display materials, and meeting notes and summary
- Stakeholder Interview notes and summary
- Focus Group notes and summary
- Online survey and results report
- Initial base map
- Demand and Opportunities Recommendations
- Opportunities and Constraints Diagram
- Conceptual Plan and phasing recommendations
- Conceptual-level OPCC
- Up to two (2) plan enlargements or perspectives
- Business Plan with the following sections: Alternative Funding, Financial Analysis, Operational Determination and Review, Projected 5-YR Programming Plan and Operational Pro-Forma, Maintenance Plan, and Marketing Plan.
- Ft. Florida Road Driveway Access design plans

**Additional Services**

The following services are not included in this IPO but may be performed if authorized by the city. Payment for these additional services will be agreed upon prior to their performance.
- Attendance at meetings in addition to those noted in the scope of services
- Reports or memorandums in addition to those noted in the scope of services
Information Provided by Client:

The City will provide the following information, upon which Kimley-Horn can rely:

- Available survey data to include boundary, topography, Rights-of-Ways, easements, or tree surveys
- Available record or as-built plans
- Available permits
- Available geotechnical information
- Available existing utilities information
- Available prior public engagement relevant to this project
- Available LiDAR

Schedule:

Tasks 1-4 are anticipated to be completed within 270 calendar days of notice to proceed.
Fee and Billing:

Kimley-Horn will complete the above scope of services for the lump sum fees detailed below, inclusive of office overhead expenses. Services provided under this will be invoiced monthly. All invoices will include a description of services provided. Supporting documentation for all travel expenses will be submitted to the city with invoices. Travel expenses will follow all City of DeBary policies. Fee breakdown for the lump sum tasks is as noted below:

Fee Breakdown

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Lump Sum Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Feasibility Study</td>
<td>Total $67,400</td>
</tr>
<tr>
<td></td>
<td>A. Strategic Kick-Off</td>
<td>$10,750</td>
</tr>
<tr>
<td></td>
<td>B. Community Profile, Market Analysis, and Information Gathering</td>
<td>$11,500</td>
</tr>
<tr>
<td></td>
<td>C. Activity Profile/Program Options</td>
<td>$6,400</td>
</tr>
<tr>
<td></td>
<td>D. Trends Analysis</td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td>E. Public Assessment and Information Gathering</td>
<td>$17,250</td>
</tr>
<tr>
<td></td>
<td>E.2 – Community Meeting (1) - $6,850</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E.3 – Stakeholder Interviews (8) - $4,850</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E.4 – Focus Groups (4) - $1,950</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E.5 – Online Statistical Survey - $3,600</td>
<td></td>
</tr>
<tr>
<td></td>
<td>F. Ranking and Prioritizing Demand and Opportunities</td>
<td>$16,500</td>
</tr>
<tr>
<td>Task 2</td>
<td>Summary of Facility Needs and Initial Conceptual Design</td>
<td>Total $30,750</td>
</tr>
<tr>
<td></td>
<td>Conceptual Plan</td>
<td>$10,700</td>
</tr>
<tr>
<td></td>
<td>Schematic Diagram</td>
<td>$2,600</td>
</tr>
<tr>
<td></td>
<td>Graphics (2)</td>
<td>$4,800</td>
</tr>
<tr>
<td></td>
<td>Phasing Diagram</td>
<td>$2,250</td>
</tr>
<tr>
<td></td>
<td>OPCC</td>
<td>$2,300</td>
</tr>
<tr>
<td></td>
<td>Review Meetings and Revisions</td>
<td>$8,100</td>
</tr>
<tr>
<td>Task 3</td>
<td>Business Plan</td>
<td>Total $32,900</td>
</tr>
<tr>
<td></td>
<td>A. Alternative Funding</td>
<td>$4,150</td>
</tr>
<tr>
<td></td>
<td>B. Financial Analysis</td>
<td>$5,150</td>
</tr>
<tr>
<td></td>
<td>C. Operational Determination and Review</td>
<td>$9,550</td>
</tr>
<tr>
<td>Task 4</td>
<td>Ft. Florida Road Access Design</td>
<td>Total $8,500</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>A. Access Design</td>
<td>$6,500</td>
<td></td>
</tr>
<tr>
<td>B. Access Permitting</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fee (inclusive of estimated expenses)</strong></td>
<td><strong>$139,550</strong></td>
<td></td>
</tr>
</tbody>
</table>

Lump sum and hourly fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:
THE CITY OF DEBARY, FLORIDA

BY: ____________________________

TITLE: ____________________________

DATE: ____________________________

KIMLEY-HORN AND ASSOCIATES, INC.

By: ____________________________

Brent A. Lenzen, P.E., Vice President

Date: January 16, 2023
REQUEST

The Parks and Recreation Department is requesting the City Council approve additional funding and give direction on the 4th of July Event.

PURPOSE

The request for discussion and direction on our 4th of July event are needed at this time so we can begin the planning process for the 2023 event.

CONSIDERATIONS

After our 2022 event, we had some turnover with some of our event partners from prior years. Both the fireworks and event management agreements expired and were sent out to formal bid immediately after the 2022 event. We received one bid for a fireworks vendor and was able to secure that vendor for the next three years. However, we did not receive any bids for the event management vendor. Our previous partner, CEO Debary completed their last year of managing the event and informed us they would not be returning.

We are looking for direction on how the City wants to move forward with the event given the additional resources and funding the Parks and Recreation Department will need to take on the remainder of the event management duties. It is estimated that it will cost up to $20,000 additional along with additional staff time and resources to coordinate the following:

- Stage and Entertainment
- Event Vendors
- Kid Zone
- Staff and Volunteer Food
- Parking Lot Attendants and Parking Passes
- Marketing Materials and Promoting the Event
- Decorations/Signage
First, we would like direction on if Council would want to keep the event the same or restructure the event to lessen the burden of the additional funding and resources needed to coordinate. 2nd we need approval for funding up to $20,000 to fund the additional portion of the event. Funding can be adjusted based on the direction of Council on how to proceed with the event.

**COST/FUNDING**

The cost of the City portion of the event is approved in the FY 22/23 budget but additional funding up to $20,000 will be needed for the City to take on the event management portion of the event. If Council decides to approve the additional funds, it will be covered in the upcoming budget amendment.

**IMPLEMENTATION**

Upon approval, the Parks and Recreation department will begin to plan the event.

**ATTACHMENTS**

ATTACHMENT A – 2022 4th of July Event Budget
4th of July Event Budget 2022

<table>
<thead>
<tr>
<th>Proposed City Event Budget</th>
<th>Quantity</th>
<th>Total Cost</th>
<th>Cost Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fireworks</td>
<td></td>
<td>$30,000.00</td>
<td>16-20 minute show</td>
</tr>
<tr>
<td>Laser Show</td>
<td></td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td>Rental Equipment/Supplies</td>
<td></td>
<td>$9,400.00</td>
<td></td>
</tr>
<tr>
<td>Law Enforcement</td>
<td></td>
<td>$7,500.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total City Event Budget</strong></td>
<td></td>
<td><strong>$56,900.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Fireworks</strong></td>
<td>1</td>
<td>$30,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>Laser Show</strong></td>
<td>1</td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td><strong>Police</strong></td>
<td>20</td>
<td>$7,425.00</td>
<td></td>
</tr>
<tr>
<td><strong>Restrooms</strong></td>
<td>1</td>
<td>$2,700.00</td>
<td>2 attendants and delivery included</td>
</tr>
<tr>
<td><strong>Lighting</strong></td>
<td>14</td>
<td>$2,217.20</td>
<td>Delivery and Fees Included</td>
</tr>
<tr>
<td><strong>Rental Fence</strong></td>
<td></td>
<td>$1,000.00</td>
<td>480 feet</td>
</tr>
<tr>
<td><strong>Message Boards</strong></td>
<td>2</td>
<td>$880.00</td>
<td>5 days</td>
</tr>
<tr>
<td><strong>Cooling Station Rental</strong></td>
<td>2</td>
<td>$300.00</td>
<td></td>
</tr>
<tr>
<td><strong>Golf Carts</strong></td>
<td>4</td>
<td>$1,540.00</td>
<td>$372 per cart</td>
</tr>
<tr>
<td><strong>Port-a-lets (volunteers)</strong></td>
<td>4</td>
<td>$340.00</td>
<td>2 handicap 2 regular</td>
</tr>
<tr>
<td><strong>Babe Ruth Donation</strong></td>
<td></td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td><strong>Day of Event Expenses</strong></td>
<td></td>
<td>$150.00</td>
<td>Gas, stakes, ice, restroom pump, misc.</td>
</tr>
<tr>
<td><strong>Remaining Budget</strong></td>
<td></td>
<td><strong>$147.80</strong></td>
<td></td>
</tr>
</tbody>
</table>
REQUEST

The Parks and Recreation Department is requesting the City Council discuss and give direction on holiday decorations throughout the City during the holiday season.

PURPOSE

The request for discussion and direction on our holiday decorations are needed at this time so we can order the decorations and have them ready for the 2023 and 2024 holiday seasons.

CONSIDERATIONS

The Parks and Recreation department would like direction on if you would like to keep the same type of decorations or go a different direction so we can have everything in place prior to the holiday season.

COST/FUNDING

The cost of the decorations is approved in line item 7201-572-3400.

IMPLEMENTATION

Upon approval, we will order our displays so they are ready for the 2023 holiday season.

ATTACHMENTS

ATTACHMENT A: Holiday Light Pole Decorations
Holiday Pole Light Decorations

**Silhouette**

- Christmas Tree
- Snowflake

**Lit Garland**

- Christmas Tree
- Stocking
- Poinsettia

**Wreaths**

- Wreath with Bow