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 February 1, 2023
   2. Special City Council Meeting February 15, 2023

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS
   Joe Hearn, President, DeBary-Deltona-Orange City Rotary Club

NEW BUSINESS
   3. City Manager is requesting City Council award the construction contract for the West Highbanks Road from S Shell Road to US Highway 17-92 road widening project, Bid No. 02-23, to the lowest responsive and responsible bidder, Gregori Construction, Inc.
   4. The Parks and Recreation Department is requesting the City Council approve additional budget requirements to complete the Rob Sullivan Park Operations Center.
   5. City staff requests City Council approve Resolution No. 2023-01 updating the City of DeBary Personnel Policies & Procedures with an effective date of March 1, 2023.

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 March 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.

ROLL CALL: Mayor Chasez, Vice-Mayor Butlien, and Council Members 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; Brian Hagan, Public Works Director, Jason Schaitz, Parks & Recreation Director; and, Annette Hatch, City Clerk.

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.

Robert Cole addressed Council.

APPROVAL OF MINUTES: Motion by Vice-Mayor Butlien to approve the minutes of the Regular City Council Meeting January 4, 2023, and the Special City Council Meeting January 18, 2023. Seconded by Council Member Pappalardo. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PRESENTATIONS:

Captain George Maddox, Volusia Sheriff’s Office, gave the 2022 End of Year Crime Report for the City that highlighted the Office’s accomplishments, community events, and crime and traffic statistics.

Alexander Island Purchase Closing: Mayor Chasez signed the closing documents for the purchase of Alexander Island.

CONSENT AGENDA:

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.

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

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).

Motion by Vice-Mayor Butlien to approve the Consent Agenda. Seconded by Council Member Pappalardo. Motion passed unanimously.

PUBLIC HEARINGS:

Mayor Chazez reviewed the City’s Quasi-Judicial process.

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)

City Attorney read the Ordinance into the record and stated that the item was not quasi-judicial, as indicated on the agenda.

Staff reviewed the item, stating the proposed amendment is consistent and compatible with the City’s Comprehensive Plan.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 02-2023. Seconded by Council Member Pappalardo. Motion passed unanimously.

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)

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.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 01-2023. Seconded by Council Member Pappalardo. Motion passed unanimously.
NEW BUSINESS:

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.

Staff reviewed the request.

No one addressed Council.

Motion by Council Member Pappalardo to approve the Whitehouse Contracting proposal to construct a new sidewalk on the east side of South Shell Road between Spring Vista Road and Springview Commerce Drive. Seconded by Council Member Stevenson. Motion passed unanimously.

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.

Staff reviewed the request.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve Kimley-Horn Individual Project Order No. 6 for Alexander Island. Seconded by Council Member Pappalardo. Motion passed unanimously.

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

Staff reviewed the item and stated the event manager agreement had expired and asked Council for direction.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the budget for the 4th of July event and authorize the City Manager to spend up to an additional $20,000 above the approved budget for event management. Seconded by Council Member Sell. Motion passed unanimously.

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

Staff reviewed the various options available.

No one addressed Council.
After discussion, Council was in agreement to use silhouette-style lighting and to have staff look into the possibility of obtaining dinosaur-shaped silhouette lights if possible.

COUNCIL MEMBER REPORTS / COMMUNICATIONS
Member Reports/ Communications
A. Mayor and Council Members: Council Member Pappalardo requested and received Council consensus for the City Manager and City Attorney to organize a community meeting regarding the Hickory Stick Drive drainage issue.
B. City Manager
C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP: Special City Council Meeting February 15, 2023, 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:21 p.m.

APPROVED:

CITY COUNCIL
CITY OF DEBARY, FLORIDA

___________________________________
Karen Chazez, Mayor

___________________________________
Annette Hatch, CMC, City Clerk
MINUTES

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

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

Others present: Carmen Rosamonda, City Manager; Giffin Chumley, City Attorney; Jason Schaitz, Parks & Recreation Director; Annette Hatch, City Clerk; and, David Rodriguez, Help Desk Technician.

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.

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

NEW BUSINESS:

City Manager is requesting City Council approve the 5th Amendment to the Purchase and Sales Agreement with Mosaic Development, LLC., extending the closing date from April 6, 2023, to June 30, 2023.

City Manager reviewed the request.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the fifth amendment to the Purchase and Sale Agreement extending the closing date from April 6, 2023, to June 30, 2023. Seconded by Council Member Pappalardo. Motion passed unanimously.

The Parks and Recreation Department is requesting City Council approval to renew the DeBary Babe Ruth Agreement. The new agreement will be for a term of one year with two annual renewals.

Staff reviewed the term of the agreement and the addition of a managed growth plan.

Rick McBride addressed Council.

Motion by Vice-Mayor Butlien to renew the DeBary Babe Ruth Agreement for one year with two annual renewals. Seconded by Council Member Pappalardo. Motion passed unanimously.
The Parks and Recreation Department is requesting the City Council approve the purchase of a 2023 Chevrolet Silverado 2500 using the Florida Sheriff’s Association purchasing contract pricing.

Staff reviewed the need for the request due to the vehicle age and recent accident.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the purchase of the 2023 Chevrolet Silverado. Seconded by Council Member Pappalardo. Motion passed unanimously.

COUNCIL MEMBER REPORTS / COMMUNICATIONS:
Member Reports/ Communications
   A. Mayor and Council Members
   B. City Manager
   C. City Attorney

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

ADJOURN: The meeting was adjourned at 7:44 p.m.

APPROVED:
CITY COUNCIL
CITY OF DEBARY, FLORIDA

___________________________________
Karen Chazez, Mayor

___________________________________
Annette Hatch, CMC, City Clerk
City Council Meeting
City of DeBary
AGENDA ITEM

Subject: West Highbanks Road – S Shell Road to US 17-92 – Award of Construction Contract to Gregori Construction, Inc.

From: Carmen Rosamonda, City Manager

Meeting Hearing Date March 1, 2023

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

REQUEST

City Manager is requesting City Council to Award the Construction Contract for the West Highbanks Road from S Shell Road to US Highway 17-92, road widening project, Bid No. 02-23, to the lowest responsive and responsible bidder, Gregori Construction, Inc.

PURPOSE

The purpose of the project is to widen West Highbanks Road from S Shell Road to US Highway 17-92. The project will add a left turn lane for westbound traffic turning south onto S Shell Road and increase the length of right turn lane for eastbound travel onto US Highway 17-92. Pedestrian traffic will benefit from a new sidewalk along the south side of West Highbanks Road and a new pedestrian crosswalk near N Shell Road connecting the new southern sidewalk with the northern sidewalk for continuance to or from DeBary Elementary School or the Winn Dixie plaza.

CONSIDERATIONS

At the direction of City Council, the West Highbanks Road, S Shell Road to US Highway 17-92 road widening project was advertised for bids on January 22, 2023 in the Daytona Beach News-Journal. The Bid Documents were also posted on the City’s web site also the Vendorlink, and the DemandStar websites requesting proposals from Florida Contractors. The public advertisement notified potential bidders that a mandatory Pre-Bid Conference would be held at 3:00 PM on February 2, 2023, at DeBary City Hall. Ten (10) Contractors were represented at the mandatory Pre-Bid Conference.

As advertised, on February 17, 2023 at 1:00 PM, the City of DeBary received five (5) sealed bids for Bid No. 02-23 at City Hall. All bids were unsealed and read aloud at the public bid opening with a representative of each bidder present, as well as City Staff. The results of the bid are:

<table>
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<th>Contractor</th>
<th>Bid Amount</th>
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<td>1. Gregori Construction, Inc.</td>
<td>$699,602.00</td>
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<td>2. Halifax Paving Company</td>
<td>$774,293.00</td>
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<tr>
<td>3. GPS Civil Construction, Inc.</td>
<td>$977,752.00</td>
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</table>
Gregori Construction, Inc. is a Florida Licensed General Contractor and Florida Licensed Underground and Utilities Contractor in the Central Florida area. Numerous references have been provided and confirm a history of successful projects for; Volusia County, Seminole County, City of Daytona Beach, Orange County, Central Florida Expressway Authority, and FDOT District 5. Gregori Construction successfully completed the Small Scale Stormwater Improvement Project No. 5 for the City of DeBary.

KHARE Construction Services, LLC conducted the public bid opening and tabulated all bids in spreadsheet format, confirming mathematic accuracy and responsiveness with the Instructions to Bidders. Required Bid Documents are received and confirmed.

KHARE Construction Services, LLC, Work Order No. 0223-02 is attached for City Council approval. The purpose of Work Order No. 0223-02 is to establish a budget for Construction Management and Inspection Services for the project. The proposed budget amount of Work Order 0223-02 is not to exceed $40,600.00.

COST/FUNDING

The West Highbanks Road from S Shell Road to US Highway 17-92 project will be funded from the ARPA Capital Project Fund.

RECOMMENDATION

It is recommended that the City Council Award the Contract for Construction of the West Highbanks Road from S Shell Road to US Highway 17-92 project to the lowest responsive and responsible bidder, Gregori Construction, Inc., for the low bid amount of $699,602.00 with a Contingency Budget of 5% or $34,980.10 to be included for the total budgeted amount of $734,582.10.

Recommendation to approve Work Order No. 0223-02 in the amount of $40,600.00, to KHARE Construction Services, LLC for Construction Management and Inspections Services for the West Highbanks Road from S Shell Road to US Highway 17-92 project.

IMPLEMENTATION

Notice to Proceed is expected to be effective May 8, 2023.

ATTACHMENTS

Proposal and Scope of Services – KHARE Construction Services, LLC
Work Order No. 0223-02 – KHARE Construction Services, LLC
February 20, 2023

Carmen Rosamonda, City Manager  
City of DeBary  
16 Colomba Road  
DeBary, Florida 32713

Proposal Construction Management and Inspection Services  
West Highbanks Road – S Shell Road to US 17-92

Good day Carmen,

Thank you for the opportunity to make this proposal to the City of DeBary to provide professional Preliminary Construction Management for the West Highbanks Road – S Shell Road to US 17-92 project. The Scope of Services for Construction Management Services is described below as activities and estimated billable hours of service as necessary to achieve the results as desired by the City.

CONSTRUCTION MANAGEMENT SERVICES PROVIDED – January 30, 2023 to February 15, 2023

Detailed Time Sheets provided with invoice. 51 hours

ESTIMATED SERVICES - CONSTRUCTION MANAGEMENT – February 16, 2023 to May 8, 2023

Description of Services:

- Recommend Award of Contract to Gregori Construction, Inc. to City Council
- Send Two Contracts and Bond Documents to Gregori Construction, Inc.
- Coordinate with Gregori Construction, Inc. to prioritize and process long lead time submittals and all submittals and Maintenance of Traffic Plan
- Coordinate MOT Plan and Detour Routes and Message Board Placement with Staff and Contractor.
- Receive executed Contracts and Bonds from Gregori Construction, Inc. Review Contract and Bond Documents.
- City execution of two originals.
- By Letter, return Bond documents and one executed original Contract to Gregori Construction, Inc. Letter notifies Contractor to have the Bonds recorded at the County Clerk and provide the City with a copy of the recorded Bonds. City Clerk adds the recorded Bonds to the Contract Files for Gregori Construction, Inc.
- Receive and review for compliance – Contractors Certificate of Insurance with City of DeBary named as additionally insured.
- Receive Preliminary Schedule and set up Pre-Con with Staff, Police and Fire Department.
- Conduct Pre-Con Meeting
- Coordinate Notice to Proceed with Gregori Construction, Inc.

Total February 16, 2023 to May 5, 2023 – 38 hours
CONSTRUCTION MANAGEMENT AND INSPECTION May 6, 2023 to August 15, 2023

14 weeks – 15 hours per week - **210 hours**

Monitor, inspect, and document construction in progress by the City’s Contractor for compliance with project specifications and administration of progress payments to Contractor.

Administer project for City. Coordinate project with Public Works Department, City Engineer and City Manager. 1.5 hours per week – 14 Weeks – **21 hours**

**CONSTRUCTION PAYMENT ADMINISTRATION – May 6, 2023 to August 15, 2023**

Project Coordination and Contractor Payment Applications

Five (5) Contractor Payment Applications - 6 hours each application – **30 hours**

**TOTAL HOURS – 350 hours**

**TOTAL WORK ORDER No. 0223-02 - $40,600.00**

**Summary of Limitations**

The following items are not applicable to this proposal and the Construction Manager will not be responsible for the following;

1. Project design documents that are signed and sealed by the City’s Consultant Professional Engineer or Subconsultants.
2. Contractor Means and Methods as required for safety and construction of the project in its entirety.

If I may assist in your consideration of this proposal in any way, please let me know. Thanks again.

Kevin J Hare
President, KHARE Construction Services, LLC.
Exhibit B
WORK ORDER
FOR
MASTER AGREEMENT FOR PUBLIC WORK PROJECTS
CONSTRUCTION INSPECTION SERVICES
CONSTRUCTION COSTS LESS THAN $2,000,000

WORK ORDER NO.: KHARE – 0223-02

PROJECT: West Highbanks Road – S Shell Road to US 17-92
Construction Management and Inspection Services

CITY: City of DeBary, Florida

COUNTY: Volusia County

CONSTRUCTION MANAGER: KHARE Construction Services, LLC.

CONSULTANT'S ADDRESS: 1457 Mt. Laurel Drive
Winter Springs, Florida 32708

Execution of the Work Order by CITY shall serve as authorization for the CONSTRUCTION MANAGER to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of January 20, 2021 between the CITY and the CONSTRUCTION MANAGER and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] TIME SHEETS
[ ] TASK ORDER
[x] SCOPE OF SERVICES

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced and completed as directed by the City Manager.
METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

[ ]  FIXED FEE BASIS
[X]  TIME BASIS METHOD WITH A NOT-TO-EXCEED AMOUNT
[ ]  TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT

(b) If the compensation is based on a "Fixed Fee Basis, then the CONSTRUCTION MANAGER shall perform all work required by this Work Order for the sum of___________________ DOLLARS ($__________). In no event shall the CONSTRUCTION MANAGER be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time- Basis Method" with a Not-to-Exceed Amount, then the CONSULTANT shall perform all work required by this Work Order for a sum not to exceed Forty Thousand Six Hundred Dollars and Zero Cents. ($40,600.00). The CONSTRUCTION MANAGEMENT AND INSPECTION compensation shall be based on the actual work required by this Work Order as directed by the City Manager.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONSULTANT is not authorized to exceed the limitation of Funds amount of _______________ DOLLARS ($__________) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONSTRUCTION MANAGER shall advise the CITY whenever the CONSTRUCTION MANAGER has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The City shall compensate the CONSTRUCTION MANAGER for the actual work performed under this Work Order.

Payment to the CONSTRUCTION MANAGER shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the CONSTRUCTION MANAGER that this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONSTRUCTION MANAGER and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSTRUCTION MANAGER to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order for the purposes stated herein.

KHARE Construction Services, LLC

By: ____________________________
Kevin J Hare, President

Date: ____________________________

CITY OF DEBARY, FLORIDA

By: ____________________________

Date: ____________________________
W. Highbanks Road Project
REQUEST

The Parks and Recreation Department is requesting the City Council approve additional budget requirements to complete the Rob Sullivan Park Operations Center.

PURPOSE

The request is needed at this time to be able to complete the building by the Fall 2023 season.

CONSIDERATIONS

On May 5, 2022 City Council approved DACG as the contractor to move forward with the design build project for the Rob Sullivan Operations Center. DACG was the only qualified bidder on the project and submitted a proposal to complete the project with the original $240,000 budget. We immediately kicked off the project and began the design phase. The project was supposed to be completed by the upcoming Spring 2023 season.

We completed the majority of the building design by the end of October 2022 and in early November we were notified by DACG that they were not able to complete the project within the original budget. We discussed many strategies to cut costs within the project while still being able to get what was needed for the building. When the final plan review was complete we were still $158,000 over budget. Since that time we have been researching and conducting our due diligence to ensure that the budget DACG has given us was in fact the market rate for the project. In the past three months we have done the following:

1. Sent the plans to two local general contractors for review and quote. One of the two contractors informed us that he would not be able to save us any money on the project. The 2nd contracted reviewed the plans but elected not to bid the project because he was not getting a good response from his subcontractors.
2. Sent portions of our plans to subcontractors that we have used in the past for each trade for their feedback on the design and pricing. None of our subcontractors were able to give us better pricing or were able to suggest any further cost saving measures.

3. Informally surveyed other municipalities within the County on if they are seeing delays and budget overages like we are on some of our projects. Almost every other Parks and Recreation department had reported these same issues within the past two years. Most recently, City of Port Orange and City of DeLand gave examples of much larger projects they are dealing with now that have fell many months behind and several hundred thousand dollars over the original project budget.

Based on our research and discussions with general contractors, sub-contractors, and other municipalities, we have come to the conclusion that we are still getting the best price available to build the operations center in today’s market.

**COST/FUNDING**

The project budget of $240,000 was approved in the FY 2021/22 budget and will be carry forwarded to the FY 2022/23 budget. The current cost projection for the project stands at $398,772.79 plus a 7% contingency for a total of $426,686.89, with contingency, the projected cost will be $186,686.89 over budget. We will still recoup $120,000 through the ECHO grant and another $62,000 from the CDBG grant. The net overall cost of the project will be $216,772.79, plus any contingency.

The budget overage ($186,686.89 including contingency) is planned to be funded in the General Fund through the next budget amendment this Spring.

**RECOMMENDATION**

It is recommended City Council approve the additional funding of 186,686.89, which includes $158,772.79 for additional project costs and 7% contingency, for the Operations Center project.

**IMPLEMENTATION**

Upon approval, the Parks and Recreation department will work with DACG on a construction timeline and continue to move forward with the project to completion.

**ATTACHMENTS**

ATTACHMENT A – DACG Rob Sullivan Operations Center Line Item Budget
ATTACHMENT B – DACG Budget Letter
ATTACHMENT C – Operations Center Plans
### Rob Sullivan Park Operations Center

**D & A Construction Group, Inc.**

**COST SUMMARY**

**Schematic Budget #5 (with Addendum 1)**

March 16, 2022

KMA Revised plan Sheet A2.0 48'8" x 25'4" w overhang on one side

### Cost to Date 11/2/22

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**Construction Costs**

- **TOTALS:** $50,240 $38,233 $120,721 $209,193 $228,767.61 $379,593.81
- **Sales Tax and Labor Burden:** $3,517 $16,058 $0 $19,574
- **TOTALS:** $53,757 $54,290 $120,721 $228,768

**Miscellaneous & Insurance Costs**

- **Builder’s Risk - (35 cents per $100):** 0 **not included**
- **General Liability & Umbrella Insurance:** 0 **not included**
- **Subtotal Miscellaneous Costs:** $0

---

**2022-022 Rob Sullivan.xlsx** 1 of 2  Cost Summary
Rob Sullivan Park Operations Center
D & A Construction Group, Inc.
COST SUMMARY
Schematic Budget #5 (with Addendum 1)
March 16, 2022

KMA Revised plan Sheet A2.0 48'8" x 25'4" w overhang on one side

<table>
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<tr>
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<th>Labor</th>
<th>Subcontract</th>
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<th>Tax &amp; Burden</th>
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Subtotal - Miscellaneous & Construction Costs

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Contingency 0.00%

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OH & P 3.50%

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Contractor P & P Bond 0.015

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TOTAL COST - Rob Sullivan Park Operations Center Budget #5

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$ (158,446.69)
**Estimate**

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**Subtotal:** $90,775.00

**Tax:** $0.00

**Total:** $90,775.00

**Message:**

After going over the design with the health department, you will need to have an engineered septic system. It is in a b-map area and will require a nitrogen reducing septic system. It will require a grease trap for a future concession stand. It will require 4 tanks and an engineered septic system. It will be a complicated septic system that will require a maintenance agreement and an operating permit. The engineer will need the auto-cad file to do the engineering. Dixie has permitted several low pressure dosing systems (5 last year) and is fully able to get the job permitted and installed. A DEPOSIT OF $3000.00 WITH A SIGNED ESTIMATE AND A SIGNED NOTICE TO THE OWNER IS REQUIRED BEFORE PERMITTING. No sod, seed, or landscaping included. No Electrical, plumbing, tree removal, or sand included unless specified. Not responsible for any damage to concrete, pavers, or irrigation system. We do not remove state, and Industry standards. It is possible that unforeseen circumstances can result in additional work that will incur additional cost. A finance charge of 1.5% per month will be added to all accounts 30 days past due. Customer will be held responsible for any court costs, attorney fees due to nonpayment of invoice.

**Signature:**
From: Luis F. Paz <luispaz@zmlconstruction.com>  
Sent: Wednesday, October 12, 2022 4:07 PM  
To: Bobby Gilmer  
Cc: Shane Wolfe  
Subject: [EXTERNAL] Re: Rob Sullivan CMU Bid

Good evening

The price for this project included
Material
Labor
15 days to finish the job
$33,000.00
Any Question give me a call thank you

Get Outlook for iOS

From: Bobby Gilmer <BGilmer@dacginc.com>  
Sent: Wednesday, October 12, 2022 3:49:32 PM  
To: Luis F. Paz <luispaz@zmlconstruction.com>  
Cc: Shane Wolfe <SWolfe@dacginc.com>  
Subject: Rob Sullivan CMU Bid

Luis,

If you have already priced please forward to me.

DACG, Inc. appreciates your interest in bidding the above-mentioned project. I have attached the 100% construction documents. Please note that this is a Federally funded project and therefore includes Davis Bacon wages.

Bid due date: October 11th, 2022  
Project Start Date: October 26th, 2022  
RFIs can be sent to the following email:
   Senior Project Manager Bobby Gilmer: bgilmer@dacginc.com  
   Phone #: 386-837-9622  
   Project Executive Shane Wolfe: swolfe@dacginc.com

Please include any long lead items within your bid. Please let me know if you will not be bidding this project. If you have any questions please feel free to give Bobby or myself a call.

Thank you,

| Bobby Gilmer | Senior Project Manager |
TFM Construction Inc.

August 11, 2022

DACG Inc.
Attention: Collier Mullins
Reference: Rob Sullivan Park Operations Center (Debary)

We hereby propose to furnish all labor, material, and equipment for the installation of rough carpentry. The scope is as follows:

- Provide and install series 230 16” TJO roof joists at 24” o.c.
- Provide and install 16” LVL band board attached to each end of TJI joists
- Provide and install 4x4 pt columns at porch
- Provide and install 2x10 porch beams and ledgers
- Provide and install 2x10 porch joists
- Provide and install 2x pt sub-fascia
- Provide and install 5/8 cdx roof sheathing
- Provide and install all Simpson hardware
- All simple fasteners are included

Total: $32,218.00

Exclusions:

- Dry-in
- Soffit

**This proposal may be withdrawn if not accepted within 7 days

Submitted by,

Fred Medley
D & R CABINETRY & MILLWORK, INC.

6544 PINECASTLE BLVD          PHONE 407-854-4008
ORLANDO, FL. 32809               FAX 407-854-0708

PROPOSAL
PROPOSAL TO: DACG, Inc.
Project: Rob Sullivan Park  ATTN: Andres Yanez
Project Location: Debar, FL  Date: 08/12/22

TOTAL PRICE: $7,500
We are pleased to offer the following proposal on the above project based on the plans and specifications received and the attached scope of work.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the plans or specifications involving extra costs, will be executed only upon written orders and will become an extra cost over and above the original proposal.

This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized __LEEE Bessonette_____ Date: 08/12/2022

ACCEPTANCE OF PROPOSAL

The above pricing, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment terms to be negotiated.

ACCEPTED _____________________ DATE __________

ACCEPTED _____________________ DATE __________
PROJECT: Rob Sullivan Park
Debary, FL.
This proposal is for the following:
Plywood/Laminate

Multipurpose Room Wall/Base Cabinets/Countertop/Splashes/
Pass-Thru Countertop/Support Brackets
(Stainless Steel Countertop By Others!!)
## SALES QUOTE

**MILLS & NEBRASKA**  
2721 Regent Ave.  
Orlando, FL 32804  
www.millsnebraska.com

Sales Quote Number: SQ061370  
Sales Quote Date: 08/05/22

**Page: 1**

### Sell

To:  
***COD***J SUAREZ***  
DACG INC.  
****SALES REP TO COLLECT****

### Ship

To:  
DACG INC.  
ANDRES 321-439-4767  
JOB: ROB SULLIVAN OPS CENTER

**Customer ID:** 2557

**SalesPerson:** Jonathan Suarez  
**Phone No.:** 407-472-2746  
**E-mail:** JSUAREZ@MILLSNEBRASKA.

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### ***DOORS***

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**3,030.07**
**SALES QUOTE**

MILLS & NEBRASKA  
2721 Regent Ave.  
Orlando, FL 32804  
www.millsnebraska.com

Sales Quote Number: SQ061370  
Sales Quote Date: 08/05/22

Page: 2

Sell  
**COD** J SUAREZ  
DACG INC.  
****SALES REP TO COLLECT****

Ship  
**COD** J SUAREZ  
DACG INC.  
ANDRES 321-439-4767  
JOB: ROB SULLIVAN OPS CENTER

---

**Ship Via**  
INSTALLER DELIVERY

**Terms**  
PAYMENT REQUIRED UPFRONT

---

**Customer ID**  
2557

**SalesPerson**  
Jonathan Suarez

**Phone No.**  
407-472-2746

**E-mail**  
JSUAREZ@MILLSNEBRASKA.

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**HARDWARE***

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18456     CEC 7000033 RUBBER MUTES    EACH     18     0.38111     6.66
16019     MCK HNG TA2714 4.5X4.5 26D NRP    EACH     18     11.00056     198.01
16760     LCN CLOSER P1461 TB AL RW/PA, TRI MOUNT PACK       EACH     6     227.04333     1,362.26
18271     ROC KICKPLATE 10 X 34 US32D     EACH     6     51.07333     306.44
40101     YAL PASS AU 4601LN 626 ASA, 234BS     EACH     2     69.365     138.73
NSLO     YAL AU-4605LN X 2806 SC X 626 - STOREROOM LOCK SCHLAGE KEYW     EACH     2     86.23     172.46

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**SALES QUOTE**

MILLS & NEBRASKA
2721 Regent Ave.
Orlando, FL 32804
www.millsnebraska.com

Sales Quote Number: SQ061370
Sales Quote Date: 08/05/22

**Page: 3**

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8,553.39

9,688.53
**SALES QUOTE**

MILLS & NEBRASKA  
2721 Regent Ave.  
Orlando, FL  32804  
www.millsnebraska.com

Sales Quote Number: SQ061370  
Sales Quote Date: 08/05/22

**Page: 4**

Sell  
To: ***COD*** J SUAREZ***  
DACG INC.  
*****SALES REP TO COLLECT****

Ship  
To: DACG INC.  
ANDRES 321-439-4767  
JOB: ROB SULLIVAN OPS CENTER

Customer ID 2557

SalesPerson Jonathan Suarez  
Phone No. 407-472-2746  
E-mail JSUAREZ@MILLSNEBRASKA.com

**Ship Via**: INSTALLER DELIVERY  
**Terms**: PAYMENT REQUIRED UPFRONT

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Transfered from page 3........................................            **9,688.53**

***INSTALLATION***

**Subtotal:** 12,538.53  
**Invoice Discount:** 0.00  
**Total Sales Tax:** 606.31  
**Total:** 13,144.84

Please note that returns for stock items may be subject to a 15% restocking fee.  
Special order items are subject to both vendor approval, in order to be returned, and a minimum 35% restock fee.  
Final special order restock fee may be higher than stated minimum amount based on manufacturer restock costs.  

**QUOTE PRICING IS ONLY VALID FOR 30 DAYS FROM SALES QUOTE DATE**
August 12, 2022

PROJECT: ROB SULLIVAN PARK - OPERATIONS BUILDING

Rob Sullivan Park - Operations Building
Mitchell Hammock Road
Oviedo, FL 32765

STEWART STUCCO & PLASTERING, INC. proposes labor, material and scaffold (where appropriate), to install the following per prints dated 6/30/22 for the price below:

Total Price: $11,989.00  *See “Exclusions” below scopes.

STUCCO SCOPE OF WORK:
- Furnish, erect, and dismantle scaffold for our scope.
- Attach vinyl stucco trims over all substrates.
- Attach G60 2.5 paper-backed lath over framed/sheathed substrates.
- Apply standard gray 2 coat 5/8” stucco direct to CMU and 3 coat 3/4” thick stucco over lath-framed/sheathed substrates and render to a sand floated finish texture.
- Apply standard acrylic primer and finish in approved color in a fine or medium sand texture.

EXCLUSIONS: Framing/sheathing, flashings, sealants, caulking, engineering, site structures i.e.: enclosures, planters, walls.

*Acknowledgement & Approval: __________________________ Date: ____________

NEW! WARRANTY AND MAINTENANCE PROGRAM - Upon contract award:
Cecil Stewart, Inc. DBA Stewart Stucco & Plastering, Inc. as do hereby warrant to the owner of the commercial building that all labor and materials furnished and system performed in conjunction with the above referenced project are in accord with the Contract Documents and

"Whatever you do, do your work heartily, as for the Lord rather than for men."

Colossians 3:23

P.O. Box 177
Osteen, FL 32764
(407) 315-3737
www.stewartstucco.com
Cecil Stewart, Inc. DBA Stewart Stucco & Plastering, Inc.
authorized modifications thereto, and will be free from defects due to defective materials or
systemmanship for a period of one (1) year from date of Substantial Completion. Upon expiration
of the warranty, Stewart Stucco and Plastering, Inc. will provide a free inspection and condition
report to determine any maintenance repairs and/or cleaning that may be needed to extend the life
of the Stucco, EIFS or Stone veneer systems. If any cleaning and/or repairs are performed, a new
one (1) year warranty will be provided on that system. We will also provide a free estimate and
condition report on any existing structures where Stewart Stucco and Plastering, Inc. did not
perform the initial system.

The Owner will give the Subcontractor written notice of defective system. Should the
Subcontractor fail to cover defective system within sixty (60) days after receiving written notice,
the Owner may, at his option, correct defects and charge the Subcontractor costs for such correction.
The Subcontractor agrees to pay such charges upon demand.

The foregoing Warranty does not cover cracks, defects or damage caused by: (i) structural or design
defects; (ii) misuse, vandalism, civil disobedience; (iii) any condition caused by any negligence or
accidents in maintaining the system; (iv) acts of God, including lightning, hurricanes, tornadoes,
earthquakes, fumes, flood, chemical fumes or foreign substances in the atmosphere or by other
unusual natural occurrences. The obligations contained herein do not cover any material used on
the system, which was not supplied by Stewart Stucco & Plastering, Inc.

Any claim of defect in material or labor must be made in writing to Stewart Stucco & Plastering,
Inc. as set forth within the Warranty Period. This Warranty will not cover damage resulting from
the application, repair or subsequent system on the building to which the system has been applied
without written approval from Stewart Stucco & Plastering, Inc. of the methods and materials to
be used and the party who will apply those materials. During the term of the Warranty, Stewart
Stucco & Plastering, Inc., its agents, employees and assigns shall have free access to inspect the
system during business hours. This warranty shall become effective only upon approval of the
installation and when all bills for the components of the system have been paid in full.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OR
MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHER WARRANTY OR
QUALITY, WHETHER EXPRESS OR IMPLIED. STEWART STUCCO & PLASTERING, INC., SHALL
NOT BE LIABLE FOR ANY CIRCUMSTANCES FOR ANY INDIRECT OR CONSEQUENTIAL
DAMAGES TO ANY PARTY WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF
PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS. STEWART STUCCO &
PLASTERING, INC., EMPLOYEES’ ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES,
SHALL NOT BE RELIED UPON BY BUILDING OWNER OR THIRD PARTY, AND ARE NOT PART
OF THE CONTRACT SALE. THE ENTIRE CONTRACT IS EMBODIED IN THIS WRITING AND NO

"Whatever you do, do your work heartily,
as for the Lord rather than for men."
Colossians 3:23
OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS WRITTEN CONTRACT. THIS WRITING CONSTITUTES THE FINAL EXPRESSION OF THE PARTIES’ AGREEMENT, AND IT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THIS AGREEMENT.

We appreciate the opportunity to offer this proposal. It is subject to acceptance within 10 days. If accepted after 10 days, the base bid is subject to a price increase contingent upon increases in the cost of material, etc.

Questions? Email: bids@stewartstucco.com

"Whatever you do, do your work heartily, as for the Lord rather than for men."
Colossians 3:23

P.O. Box 177
Osteen, FL 32764
(407) 315-3737
www.stewartstucco.com
Cecil Stewart, Inc. DBA Stewart Stucco & Plastering, Inc.
Bid Proposal: Stucco

Rob Sullivan Park - Operations Building
200 West Highbanks Road, DeBary, FL 32713, United States of America

Sent proposal: $11,989

Submitted Aug 12, 2022 at 1:34 PM EDT
Stewart Stucco and Plastering, Inc
Osteen, FL 32754, USA
Cecil Stewart | Owner & President | +1 407-315-3737 | bids@stewartstucco.com

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ATTACHMENTS

RobSullivanPark-Operations Building.pdf (257 KB)
If they will approve just a simple wall mounted ductless mini-split system, we can propose to delete the ductwork in the bathrooms and storage room, install the exhaust fans and use a 3.0 ton low ambient heat pump ductless for the concession area.

I would estimate that job to run around $9,000.00

Sincerely,

David Moss
David Moss A/C
Office: 321-284-3622
Cell: 407-790-5048
Web: davidmossac.com
Like US: facebook.com/davidmossac

On Mon, Oct 24, 2022 at 11:41 AM David Moss <david@davidmossac.com> wrote:
I'll revisit the drawings and see if I can come up with something.

I will say that cutting air to the bathrooms won't save any significant money.

On Mon, Oct 24, 2022, 11:29 Bobby Gilmer <BGilmer@dacginc.com> wrote:

David,

Is there any other way to shave cost? The project is over budget as a whole and owner is taking any VE options we come up with. We discussed in our owner meeting Thursday to maybe eliminate air to the bathrooms and just have exhaust. Not sure how much that saves or if it is even worth it. We also discussed min splits in the main multipurpose room. Again I am not sure that can be done and how much of a saving it could be.

This is a design build so we can get the design team to work with us on what we are trying to get accomplished within reason.

Let me know your thoughts we you get a minute.

Thank you,
To do the job as per the plans, you are looking at a budget of $20,000

To do the job using VE materials, you are looking at a budget of $17,200. This option is ductboard ductwork, Daikin Commercial equipment, Air King exhaust fans.

The first option will have a small lead time of a few weeks for the exhaust fans and metal ductwork.

The second option will have little to no lead time.

The biggest issues that will affect cost under contract will be fluctuating costs of metal between now and contract time, also, the new code change on equipment which will require at least 15 SEER HEAT PUMP to be used which is not what they have specified on the plans. These fluctuations could be a few hundred to one thousand by the time the job is completed.

I would plan a deposit payment that allows for all purchases up front as our distributors are not holding anything longer than 5 days and are only offering pricing hold for 10 days at the moment.

Let me know if you have any questions.

Sincerely,

David Moss

David Moss A/C

Office: 321-284-3622

Cell: 407-790-5048

Web: davidmossac.com

Like US: facebook.com/davidmossac

On Tue, Oct 18, 2022 at 1:49 PM David Moss <david@davidmossac.com> wrote:

I am looking at this right now. Ill have some numbers back to you by tomorrow.
Sincerely,

David Moss

David Moss A/C

Office: 321-284-3622

Cell: 407-790-5048

Web: davidmossac.com

Like US: facebook.com/davidmossac

On Tue, Oct 18, 2022 at 12:02 PM Bobby Gilmer <BGilmer@dacginc.com> wrote:

DACG, Inc. appreciates your interest in bidding the above-mentioned project. I have attached the 100% construction documents. Please note that this is a Federally funded project and therefore includes Davis Bacon wages.

Please include any long lead items within your bid. Please let me know if you will not be bidding this project. If you have any questions please feel free to give a call.

Just a heads up on schedule – We are trying to get permit issued within two weeks. I will be putting together the schedule of durations weeks and can send that out at a later date.

Thank you,

Bobby Gilmer | Senior Project Manager

a: DACG, Inc. | 983 Explorer Cove | Altamonte Springs, FL 32701
e: bgilmer@dacginc.com | w: www.dacginc.com
p: 407-960-4032 | c: 386-837-9622

CONFIDENTIALITY NOTICE: This message is confidential, is intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that the dissemination, distribution or copying of this message is strictly prohibited. If you received this message and are not the intended recipient, please delete it from your computer system without copying or forwarding it and notify the sender by either sending a return e-mail or calling the number above. Thank you!

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
## ADDRESS
Adis Farrington  
D & A CONSTRUCTION GROUP  
983 Explorer Cove  
Altamonte Springs, FL 32701

## PROJECT
Rob Sullivan Park Operations Bu

### ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT
--- | --- | --- | --- | ---
LABOR & MATERIAL | To modify Domestic Hot & Cold Water Systems, Sanitary DWV System for install of new Plumbing Fixtures. Provide with exclusion of Three Compartment Sink, all Plumbing Fixtures per Schedule. Install of all Plumbing Fixtures per Plans & Specs including Three Compartment Sink, with all associated accessories (P-Traps, Supplies, Stops, etc.). Insulation of Domestic Hot Water System per Specs. | 1 | 43,500.00 | 43,500.00

### EXCLUSIONS
- No concrete floor or wall, cut, patch or removal  
- Procurement of Three Compartment Sink, Install of Three Compartment sink included.

| EXCLUSIONS |  |  |  |
|--- | --- | --- | ---
| QTY | RATE | AMOUNT |
| 1 | 0.00 | 0.00 |
| 1 | 0.00 | 0.00 |

| SUBTOTAL | 43,500.00 |
| TAX | 0.00 |
| TOTAL | $43,500.00 |

Accepted By  
Accepted Date
Hi Bobby,

Thanks for the permit updates. See below with Shaefer Electric's new quote. We had him send it to us first to review so we know everything was captured. You will notice there are 3 additions that I mentioned to Shane are not on the plans, but need to be. Chances are your current electrical quotes will not have it either and will also go up. This is what was missing from the initial electrical bids that you all sent out to contractors:

1. Handryers were next to each other in the restrooms. They need to be separate with one in the handicap stall.
2. The outdoor lights are on the plans now but not when they were sent to subs so there is additional there.
3. The connection to the maintenance barn was not on there. Plans need to reflect the connection and distance to the operations center.

Shaefer was able to knock some off his original quote as the City is going to provide temp power. He also went with some cheaper material that is listed below.

Also, as far as the permit docs, we got confirmation that we will not need to get a survey. Talk to you in a few minutes.

Jason Schaitz
Parks and Recreation Director
City of DeBary
CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Tom, A couple of things as per our discussion.

1.) Revised to quote to eliminate temporary power. New # $64,385.00.

2.) Adder to relocate (one) Hand Dryer in each restroom to Handicap Stall for additional conduit, wire & labor. $350.00

3.) Adder for Supply and installation of time clock, (5) Led wall packs. $2,280.00

4.) Adder for Service connection to Barn not shown on drawings. to include (200amp 3R disconnect, fuses and connection to existing meter can) $1,250.00

5.) VE to include - Siemens panel & disconnects, P&S devices, Tamlite fixtures

Any questions give me a call.

John G Shaffer
Owner
Shaffer Electric Services llc
Phone: 386.473.5052
http://shafferelectricservices.com

§ Under Florida law, E-mail addresses are public records. If you do not want your E-mail address released in response to a public records request, do not send electronic mail to the City of DeBary. Instead, contact this office by phone or in writing. §

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
November 3, 2022

City of DeBary
16 Colomba Road,
DeBary FL 32713.
Attention: Jason Schaitz

Dear City Council Members:

DACG was excited to present our qualification for the Rob Sullivan Park Operations Center. We understand the importance of this project to the community and are thankful to join forces with the City of DeBary in helping them achieve their goal in building this operations center. The purpose of this letter is to share with you what our value driven approach was for this project. We worked with our design partner in developing a conceptual design that would meet the desired client criteria and budget. As we worked through this conceptual design, we relied on historical data and reputable subcontractors to confirm we were within the given budget. As the design developed, we continued to work with our subcontractors on trying to cut cost where we could, but pricing continued to increase daily due to the current construction market and availability of materials. Your staff was very helpful in sending us the subcontractors that the city works with on a regular basis to see if we could get more affordable pricing. We have provided to your staff all the lowest subcontractor bids we have received to date along with our original estimate. We are currently One hundred fifty-eight thousand dollars over budget ($158,000). As you are already aware, we are experiencing unusual times in the construction industry with price increases occurring daily, weekly, and monthly that are outside of our control.

Sincerely,

D&A Construction Group Inc.

Shane Wolfe
Project Executive
Cell # (407) 340-4345

Cc: Heather McCandless – DACG, Inc.
    Jamie McCandless – DACG, Inc.
    Bobby Gilmer – DACG, Inc.
    Tom Vandehey – City of DeBary
MECHANICAL SPECIFICATIONS

PART 1: GENERAL PROVISIONS, HEATING, VENTILATING AND AIR CONDITIONING

A.2. REQUIRED DIMENTIONS

A.3. MATERIALS

A.4. CONSTRUCTION

A.5. TESTING

A.6. INSTALLATION

A.8. SERVICE...
PLUMBING DEMOLITION NOTES

1. REMOVE ALL EXISTING PIPING TO BE REMOVED AND CLEARANCES OF NOISE AGAINST DRAIN ALL RESISTANT, AND DESCRIPTION TO NOT CONFORM OF RESPECT.

2. THE CONTRACTOR SHALL REMOVE ALL LAUNCHES FROM ANY ATTEMPT IT IS TO REMOVE THE CONTRACTOR VERIFICATION OF PIPING UNDER THE PAVEMENT, PIPING UNDER THE PAVEMENT, PIPING UNDER THE PAVEMENT, PIPING UNDER THE PAVEMENT, PIPING UNDER THE PAVEMENT, PIPING UNDER THE PAVEMENT.

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31. THE PROFESSIONAL SHALL REMOVES PIPING TO BE REMOVED AND CLEARANCES OF NOISE AGAINST DRAIN ALL RESISTANT, AND DESCRIPTION TO NOT CONFORM OF RESPECT.
GENERAL NOTES:

1. IMPORTANT: ALL CONSTRUCTION DRAWINGS ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE OWNER. ○

2. 100% CONSTRUCTION DOCUMENTS TO BE COMPLETED IN ACCORDANCE WITH STATE OF THE ART CONSTRUCTION PRINCIPLES.

3. OWNER MAY REQUIRE ANY CONSTRUCTION NOZZLE TO BE REDESIGNED OR MODIFIED TO MEET OWNER’S SPECIFICATIONS.

4. OWNER MAY REQUIRE ADDITIONAL WORK TO BE PERFORMED TO MEET OWNER’S SPECIFICATIONS.

5. OWNER MAY REQUIRE ADDITIONAL WORK TO BE PERFORMED TO MEET OWNER’S SPECIFICATIONS.

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KEY NOTES:

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(14) OWNER MAY REQUIRE ADDITIONAL WORK TO BE PERFORMED TO MEET OWNER’S SPECIFICATIONS.
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<td>FPH</td>
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</tbody>
</table>

**NOTES:**
- PROVIDE EXP. ROTATING DAMPERS
- PROVIDE SPARK/EXPLOSION PROOF UNIT NO.
- PROVIDE WITH BACKDRAFT DAMPER & MIN. FAN RPM.
- PROVIDE WITH SCR & SPEED CONTROLLER OR POTENTIOMETER DIAL FOR ECM MOTORS.
- PROVIDE WITH ROOF CURB & CONNECTION TO CEILING GRID WITH FIELD-FABRICATED SUPPORTS.

### AIR DISTRIBUTION SCHEDULE

<table>
<thead>
<tr>
<th>NAME</th>
<th>MANUFACTURER</th>
<th>MODEL</th>
<th>TYPE</th>
<th>CFM</th>
<th>NOTE</th>
</tr>
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<tbody>
<tr>
<td>A</td>
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<td>SPAL</td>
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<td>FPH</td>
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</tbody>
</table>

### VENTILATION REQUIREMENT SCHEDULE

**GENERAL:**
- PROVIDE EXP. ROTATING DAMPERS & MIN. FAN RPM.
- PROVIDE WITH SCR & SPEED CONTROLLER OR POTENTIOMETER DIAL FOR ECM MOTORS.
- PROVIDE WITH ROOF CURB & CONNECTION TO CEILING GRID WITH FIELD-FABRICATED SUPPORTS.

### DX SPLIT SYSTEM - AIR HANDLING UNIT SCHEDULE

<table>
<thead>
<tr>
<th>UNIT NO.</th>
<th>MANUFACTURER</th>
<th>MODEL</th>
<th>TYPE</th>
<th>CFM</th>
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### DX SPLIT SYSTEM - CONDENSING UNIT SCHEDULE

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<th>UNIT NO.</th>
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<th>CFM</th>
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<tr>
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<td>SPAL</td>
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<td>FPH</td>
<td>2.0</td>
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</tbody>
</table>

**NOTES:**
- PROVIDE WITH CONNECTION TO CEILING GRID WITH FIELD-FABRICATED SUPPORTS.
- PROVIDE WITH SCR & SPEED CONTROLLER OR POTENTIOMETER DIAL FOR ECM MOTORS.
UL FIRE RATED DETAIL (W-L-1175)

1. CONCRETE WALL ASSEMBLY IS 1/2" THICK, FOR RATING:
   A. CONCRETE WALL, EXCEPT CONCRETE WALL AT REAR OF WALL, IS 1/2" THICK.
   B. UL FIRED RATED DETAIL (W-L-1175)
   C. FIRESTOP SYSTEMS
   D. LIGHTING CONTROL DIAGRAM
   E. WALL OF CONCRETE WALL, WALL OF BLOCK WALL, OR STONE WALL

2. UL FIRE RATED DETAIL (W-J-1020)

3. 100% CONSTRUCTION DOCUMENTS

4. 31.04.07.697.0336

5. UL FIRE RATED DETAIL (W-L-1175)

6. EQUIPMENT SERVED

7. 2) PROVIDE GFCI BRANCH CIRCUIT BREAKER.

8. NOTES

9. 9.88 KVA

10. 13.37 KVA

11. 2.06 KVA

12. 1.92 KVA

13. 125%

14. PROVIDE TYPED WRITTEN DIRECTORY

15. ALL WORK SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE, NATIONAL, CANADIAN, AND LOCAL CODES, AND THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. ALL WORK SHALL FOLLOW LOCKOUT-TAG OUT PROCEDURES DURING THE CONSTRUCTION PHASE.

16. GENERAL NOTES:

17. PANEL "XXXX"

18. ELECTRICAL POWER RISER DIAGRAM

19. PANELBOARD NAMEPLATE DETAIL A

20. PANELBOARD NAMEPLATE DETAIL B

21. UL FIRE RATED DETAIL (W-L-1175)

22. UL FIRE RATED DETAIL (W-J-1020)

23. UL FIRE RATED DETAIL (W-L-1175)

24. UL FIRE RATED DETAIL (W-J-1020)

25. 20/1 20/2 3/4" EXTERIOR RECP.

26. 20/1 12 12 12 0.92 1/2" HAND DRYER

27. 20/1 2.40 2,3 2,3 20/1 2.25 0.06 EWH-1

28. 20/1 12 12 12 12 12 12 0.92 1/2" ICE MACHINE

29. 20/1 12 12 12 12 12 12 0.92 1/2" AIR FRYER

30. 20/1 12 12 12 12 12 12 0.92 1/2" EXTERIOR LIGHTS

31. 20/1 12 12 12 12 12 12 0.92 1/2" RESTROOM LIGHTS

32. 20/1 12 12 12 12 12 12 0.92 1/2" STORAGE/MECH LIGHTS

33. 20/1 12 12 12 12 12 12 0.92 1/2" ELECTRICAL LIGHTS

34. PROVIDE GROUND & NEUTRAL BUS ENCLOSURE:

35. PROVIDE TYPED WRITTEN DIRECTORY
### GENERAL NOTES:

1. EXPERT SCALE ELECTRICAL DRAWINGS ARE ATTACHED.
2. ALL WORK SHOWN IS SUBJECT TO THE LONGHORN ENGINERING’S NATIONAL ELECTRIC CODE, NATIONAL, STATE, AND LOCAL CODES.
3. PROVIDE DETAILS AND Specifies FOR ALL EXISTING MOUNTING POINTS.
4. PROVIDE ALL ELECTRICAL WIRING AND BONDING CONFORM TO 2020 ELECTRICAL CODE.

### LIGHTING FIXTURE SCHEDULE

<table>
<thead>
<tr>
<th>MODEL</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>ITEM</th>
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<tr>
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</table>

### KEY NOTES:

1. PROVIDE CORRECT MATERIALS FOR EACH SPECIFIED FIXTURE.
2. PROVIDE THE SPECIFIED TYPE, MATERIAL, AND FINISH.
3. PROVIDE DETAILS AND SPECS FOR ALL EXISTING MOUNTING POINTS.
4. PROVIDE THE SPECIFIED TYPE, MATERIAL, AND FINISH.

### REQUIREMENTS WITH OWNER:

- ILLUMINATION UNIFORMITY RATIO OF 40:1 SHALL NOT BE EXCEEDED.
- DEPARTMENTS SHALL BE PROVIDED WITH A PERIOD OF 90 MINUTES IN THE EVENT OF FAILURE OF THE NORMAL LIGHTING. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOTCANDLE (10 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOTCANDLE (0.6 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE LIMITED TO DECLINE TO 0.6 FOOTCANDLE (6 LUX) AVERAGE AND A MINIMUM OF 0.06 FOOTCANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL.

### GENERAL NOTES:

- EMERGENCY ILLUMINATION SHALL BE PROVIDED FOR A PERIOD OF 90 MINUTES IN THE EVENT OF FAILURE OF THE NORMAL LIGHTING. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOTCANDLE (10 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOTCANDLE (0.6 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL.

### REQUIREMENTS WITH OWNER:

- ILLUMINATION UNIFORMITY RATIO OF 40:1 SHALL NOT BE EXCEEDED.
- DEPARTMENTS SHALL BE PROVIDED WITH A PERIOD OF 90 MINUTES IN THE EVENT OF FAILURE OF THE NORMAL LIGHTING. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOTCANDLE (10 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOTCANDLE (0.6 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE LIMITED TO DECLINE TO 0.6 FOOTCANDLE (6 LUX) AVERAGE AND A MINIMUM OF 0.06 FOOTCANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL.

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1. A. The contractor shall be responsible for furnishing and installing all necessary power systems and auxiliary systems as shown to be in proper working condition in accordance with the intent of specifications.

2. B. Connection of all equipment requiring electrical connection, mentioned in this specification, shall be made by the contractor in accordance with the requirements of the National Electrical Code (NEC).

3. C. Furnishing and installation of outlet boxes, conduit raceways, for a telephone and data system and the identification of rooms (i.e., lighting room 216). Handwritten directories will not be included.

4. D. Panelboards shall have typed directories. All circuits to be identified by devices and the corresponding conduit or circuitry or control circuitry conduit and wiring, then it shall be the responsibility of the architect/engineer to schedule all work related to the electrical system.

5. E. Locations designated for outlets, switches, devices, equipment, etc., are built-ins, millwork, and cabinetry shall be verified. Outlets mounted in kick or toe spaces shall be heavy duty, weatherproof receptacles.

6. F.届连接的断路器开关应带有永久性塑料铭牌。

7. G. All service and equipment grounding conductors, and bonding jumpers shall be connected to ground at each end of the raceway in accordance with Article 250 of the National Electrical Code (NEC).

8. H. Equipment disconnect switches shall be equipped with a permanent plastic nameplate with the name, address, and telephone number of the owner, provided such defects or failures are not due to abuse, neglect, or lack of maintenance.

9. I. AFCI protection shall be used for all circuits carrying 15A or less.

10. J. The electrical circuits, components, and controls for all equipment are selected and sized in accordance with the requirements of the National Electrical Code (NEC). All wirings systems shall be properly sized and sized in accordance with the National Electrical Code (NEC).

11. K. All conduits, boxes, and accessories shall be in accordance with the National Electrical Code (NEC).

12. L. CONDUIT MATERIALS AND TERMINAL IDENTIFICATION:

   1. ALUMINUM CONDUIT: 9-80 MIL ALUMINUM CONDUIT, ECP 1250, CLASS A, AND THE PROJECT CONSTRUCTION PROGRESS SHALL MAKE HIM RESPONSIBLE FOR ALL COST OF CUTTING, CHISELING, OR REPAIRS THAT MAY BE REQUIRED TO PROPERLY INSTALL HIS WORK. THIS SHALL ALSO INCLUDE THE PATCHING OF EXISTING SLABS OR WALLS PER THE INTENDED RATING.

   2. STEEL CONDUIT: TYPE E, SS, 1250, AND THE PROJECT CONSTRUCTION PROGRESS SHALL MAKE HIM RESPONSIBLE FOR ALL COST OF CUTTING, CHISELING, OR REPAIRS THAT MAY BE REQUIRED TO PROPERLY INSTALL HIS WORK. THIS SHALL ALSO INCLUDE THE PATCHING OF EXISTING SLABS OR WALLS PER THE INTENDED RATING.

   3. MILD STEEL CONDUIT: TYPE E, SS, 1250, AND THE PROJECT CONSTRUCTION PROGRESS SHALL MAKE HIM RESPONSIBLE FOR ALL COST OF CUTTING, CHISELING, OR REPAIRS THAT MAY BE REQUIRED TO PROPERLY INSTALL HIS WORK. THIS SHALL ALSO INCLUDE THE PATCHING OF EXISTING SLABS OR WALLS PER THE INTENDED RATING.

   4. Z - 10 CONDUIT: TYPE E, SS, 1250, AND THE PROJECT CONSTRUCTION PROGRESS SHALL MAKE HIM RESPONSIBLE FOR ALL COST OF CUTTING, CHISELING, OR REPAIRS THAT MAY BE REQUIRED TO PROPERLY INSTALL HIS WORK. THIS SHALL ALSO INCLUDE THE POSTING OF EXISTING SLABS OR WALLS PER THE INTENDED RATING.

   5. STRANDED WIRE JUMPS: STRANDED TYPE THW.

   6. COPPER JUMPS: STRANDED COPPER WITH THHN INSULATION, AN INSULATED GREEN GROUNDING CONDUCTOR AND A WIRE BARE OF COPPER WITH T & B STA-KON WIRE JOINTS, PT SERIES, COMPLETE WITH INSULATING JOINING PLATES, END CAPS, RETAINING CLIPS, ETC.

   7. FIELD COORDINATING ELECTRICAL WORK IS TO BE CONCEALED IN OR BUILT INTO GENERAL CONSTRUCTION SHALL BE PLACED AS REQUIRED.

13. M. ELECTRICAL SPECIFICATIONS:

   1. IN EXISTING CONSTRUCTION AND THE INSTALLATION OF THE GROUNDING SYSTEM shall be in accordance with Article 250, PART H:

   2. THE ELECTRICAL CIRCUITS, COMPONENTS, AND CONTROLS FOR ALL EQUIPMENT ARE SELECTED AND SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).

   3. THE INSTALLATION OF DIVISION 16 WORK, SHALL BE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE AVAILABLE TO ASSIST IN REMOVAL OF PANEL FRONTS, READY FOR OPERATION AND TO HAVE AN ELECTRICIAN AVAILABLE TO OPERATE SAME IN THE ABSENCE OF THE ARCHITECT/ENGINEER. THE CONTRACTOR SHALL BE AVAILABLE TO ASSIST IN REMOVAL OF PANEL FRONTS, READY FOR OPERATION AND TO HAVE AN ELECTRICIAN AVAILABLE TO OPERATE SAME IN THE ABSENCE OF THE ARCHITECT/ENGINEER.

   4. IF THE RECEPTACLE IS USED FOR ATTACHMENT OF CORD AND PLUG EQUIPMENT SHALL BE HEAVY DUTY, WEATHERPROOF RECEPTACLES SHALL BE GFCI TYPES WITH GASKETED STAINLESS STEEL KEY CIRCULAR RIGID TYPE C.

   5. EQUIPMENT DISCONNECT SWITCHES SHALL BE EQUIPPED WITH A PERMANENT PLASTIC NAMEPLATE WITH THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE OWNER.

   6. ALL LIGHTING FIXTURES TO BE INSTALLED IN EXTERIOR LOCATIONS.

   7. METAL FRAME OF BUILDING WHERE AVAILABLE, NEC 250-81(B)

   8. ACCESSORIES OF THE SPECIFIED AND/OR APPROVED FIXTURES FOR THE CEILING TO BE INSTALLED.

   9. PANELBOARDS SHALL HAVE TYPEWRITTEN DIRECTORIES. ALL CIRCUITS TO BE IDENTIFIED BY DEVICES AND/OR STATE AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT IN ORDER TO SCHEDULE ALL WORK RELATED TO THE ELECTRICAL SYSTEM.

   10. POLES AND/or structures shall not be permitted in control, security, fire alarm, television or telephone areas unless approved by the architect/engineer.

   11. COMPLETE ALL INSTALLATIONS PRIOR TO THE INSTALLATION OF CONDUCTORS PER THE FOLLOWING:

   12. ALL SERVICE AND EQUIPMENT GROUNDING CONDUCTORS, AND BONDING JUMPERS SHALL BE CONNECTED TO GROUND AT EACH END OF THE RACEWAY IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE (NEC).

14. N. NOW INSTALLED ELECTRICAL MACHINERY/CONSTRUCTION MAY NOT BE ALTERED without PRIOR WRITTEN APPROVAL BY THE OWNER, PROVIDED SUCH DEFECTS OR FAILURES ARE NOT DUE TO ABUSE, NEGLECT, OR LACK OF MAINTENANCE.

   1. Architecture and elevation drawings for all microwave, satellite, telephone, and data system equipment.

   2. Determination of the location of all microwave antennas and equipment.

   3. Reference to the architect/engineer for all microwave, satellite, telephone, and data system specifications.

15. O. VERIFY CURRENT SPECIFICATION SHEET: all shorted circuits shall be isolated prior to the installation of electrical wiring. This shall include all electrical wiring and equipment.

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16. P. VERIFY REQUIRED MATERIALS AND ACCESSORIES: equipment, materials, and accessories shall be in accordance with the specifications.

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   5. VERIFY REQUIRED MATERIALS AND ACCESSORIES: equipment, materials, and accessories shall be in accordance with the specifications.
8"x8" MASONRY BOND BEAM, FILL WITH SOLID GROUT.

#5 CONT.

1'-0" 8" 8"

1" OR 2" P.T. SECURE TO BLOCK W/ 1/4" TAPCONS (MIN. EMBEDMENT 1 1/4") WITHIN 8" OF EACH END & 12" O.C. MAX SPACING.

CMU 1"X4" OR 1"X2" P.T. NAILER WINDOW ATTACH TO BUCK PER MANUFACTURER DETAILS.

ALTERNATIVE MANUFACTURER INSTALLATION THROUGH BUCKING TO BLOCK ALSO ACCEPTABLE

DOOR CASING 2X4: SECURE TO BLOCK W/ 1/4" TAPCONS STAGGERED (MIN. EMBEDMENT 1 1/4") WITHIN 8" OF EACH END & 12" O.C. MAX SPACING.

2X6: SECURE TO BLOCK W/ 1/4" TAPCONS STAGGERED (MIN. EMBEDMENT 1 1/4") WITHIN 8" OF EACH END & 12" O.C. MAX SPACING.

2X8: SECURE TO BLOCK W/ 2 ROWS 1/4" TAPCONS MIN. (EMBEDMENT 1 1/4") WITHIN 8" OF EACH END & 12" O.C. MAX SPACING.

DOOR JAMB ATTACH TO 2X PER MANUFACTURERS DETAILS.

DRYWALL PER ARCH 1"X4" OR 1"X2" P.T. NAILER 8" CMU BLOCK WALL CONNECTION.

WINDOW JAMB TO BLOCK WALL CONNECTION

DOOR JAMB TO 2X8:

SOLID GROUTED CELL

SOLID GROUTED CELL

DRYWALL PER ARCH
City Council Meeting  
City of DeBary  
AGENDA ITEM

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Resolution 2023-01, Approving Personnel Policy Updates</th>
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<tbody>
<tr>
<td>From:</td>
<td>Wendy Cullen, Human Resource Director</td>
</tr>
<tr>
<td>Meeting Hearing Date</td>
<td>March 1, 2023</td>
</tr>
<tr>
<td>Attachments:</td>
<td>( ) Ordinance</td>
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<tr>
<td></td>
<td>(X) Resolution</td>
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<td></td>
<td>( ) Supporting Documents/ Contracts</td>
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**REQUEST**

City staff requests City Council to approve Resolution 2023-01 updating the City of DeBary Personnel Policies & Procedures with an effective date of March 1, 2023.

**PURPOSE**

The purpose of Resolution 2023-01 is to approve revisions to the Personnel Policies & Procedures and to approve a new policy regarding current employees volunteering at City events and programs.

**CONSIDERATIONS**

Personnel Policies & Procedures govern many aspects of management and the employee relationship from the establishment of positions, recruitment, benefits, standards of conduct and other important factors. Having up-to-date human resource policies helps mitigate risk to an organization and provides a framework for expectations of performance, development, assessment and compensation.

The full Personnel Policies and Procedures was approved on December 2, 2020 through Resolution 2021-04. Since that time, it has become necessary to make a few minor changes to existing policies. Additionally, some staff have expressed interest in volunteering for City programs. For example, an employee, who is also a parent, is unable to volunteer to coach their child’s soccer or flag-football team. It has become necessary for the City to develop a Volunteer Policy establishing a process by which paid employees may volunteer.

The recommended changes to current policy are:

- **Vehicle Use** – clarifying under what circumstances City vehicles may be taken outside of the City limits; clarifying who is permitted to ride in a City vehicle.

- **Holiday** – in the last revision, the City added a holiday for employees to use as they choose (birthday, anniversary, etc.). Record-keeping for this day is currently a manual process. Recommended change is to add the requisite number of hours to every benefit-eligible employees’ leave balance at the beginning of the calendar year, and to provide for adding the hours to a new hire’s leave balance upon completion of their designated probationary period.
• **Tuition Reimbursement**  – The Internal Revenue Service (IRS) requires that any tuition reimbursement funds provide to an employee in excess of $5,000 per calendar year is taxable. Revise the policy to cap reimbursement to an individual employee at $5,000. Added clarifying language that the City will reimburse after any scholarship or grants are applied.

• **Volunteer Policy**  – The Fair Labor Standards Act regulates what constitutes work. Public sector employees may not volunteer without compensation in the performance of the same work for which they are compensated. Public sector employees may volunteer to do different kinds of work for their employer. This policy allows current, paid employees to volunteer at City of DeBary events and in recreational programs. The policy provides for a process to confirm that volunteering is not related to the work they are paid to perform and provides for organizational approval.

**COST/FUNDING**

Not applicable.

**RECOMMENDATION**

It is recommended that the City Council approve Resolution 2023-01 updating the City of DeBary Personnel Policies & Procedures with an effective date of March 1, 2023.

**IMPLEMENTATION**

The revised/additional policies shall be merged into the full City of DeBary Personnel Policies and Procedures.

**ATTACHMENTS**

Resolution 2023-01  
Vehicle Use Policy (revised)  
Holiday Policy (revised)  
Tuition Reimbursement Policy (revised)  
Volunteer Policy (new)
RESOLUTION NO. 2023-01

A RESOLUTION OF THE CITY OF DEBARY, FLORIDA; ADOPTING THE REVISIONS TO CERTAIN SECTIONS OF THE PERSONNEL POLICIES & PROCEDURES MANUAL; APPROVING A NEW VOLUNTEER POLICY; PROVIDING FOR SEVERABILITY, CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeBary adopted Ordinance No. 95-06 on May 3, 1995 to establish Personnel Rules and Regulations; and

WHEREAS, subsequently the Personnel Rules and Regulations of the City of DeBary were amended by Ordinance No. 95-18, Resolution No. 99-31, Resolution No. 00-09, Resolution No. 01-26, Resolution No. 10-04, and Resolution 2021-04; and

WHEREAS, it is the desire of the City Council of the City of DeBary to maintain the Personnel Rules and Regulations to more accurately reflect current employment practices and standards; and

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

SECTION 1. That the Revised Personnel Policies & Procedures, dated March 2023, which is hereto attached as Exhibit A is incorporated herein by reference.

SECTION 2. SEVERABILITY. If any part of this Resolution is found to be invalid, the remainder shall nevertheless be given full force and effect.

SECTION 3. CONFLICTS. This Resolution shall control over any Resolutions or parts of Resolutions in conflict herewith.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect on March 1, 2023.

ADOPTED BY the City Council of the City of DeBary, Florida this _____ day of ______, 2023.
CITY COUNCIL
CITY OF DEBARY, FLORIDA

___________________________________
Karen Chazez, Mayor

ATTEST:

___________________________________
Annette Hatch, City Clerk
Section 12. Use of City Vehicles (Revised March 1, 2023)

A. It is necessary for many City employees to have City vehicles at their disposal in order to carry out their duties. It is essential that these vehicles be used with the utmost care and discretion at all times.

B. City employees are permitted to use City-owned vehicles for the performance of their official duties only. Unless specifically authorized by the City Manager they cannot be used for personal business.

C. At no time shall vehicles or equipment leave the City limits unless there is a related business reason for doing so (pick up materials, repairs, pre-approved travel to meetings, etc.). The City Manager, may, at their discretion, approve other travel as the need may arise.

D. An employee driving a City vehicle must have on their person a valid driver’s license issued by the State of Florida (Commercial Driver’s License as mandated by law). Additionally, employees are required to maintain a satisfactory safe driving record in order to operate City vehicles. Employees are required to notify the Human Resource Department, through their supervisor, of any change of status in their license. Suspension or revocation of licenses may affect the person’s status of employment, depending on any job requirement for the employee to operate a City vehicle in the course of their job duties.

E. All mechanical defects or malfunctions of a City vehicle issued to a City employee must be reported as soon as possible to the immediate supervisor or Department Head.

F. It is expected that individuals operating City vehicles and other equipment shall do so with the utmost attention and concentration. To that end, use of cell phones to include voice calls, text messages, internet usage, etc. shall only be done sparingly and when the vehicle is not in motion. Failure to safely operation vehicles and other equipment may subject the employee to disciplinary action up to and including the termination of employment.

G. The cleanliness of the interior and exterior of each vehicle is the responsibility of the person to which the vehicle is assigned. Each person who uses a vehicle is responsible for keeping it orderly and litter free.

H. If a City vehicle is involved in an accident, the employee must immediately notify law enforcement and his/her immediate supervisor. The supervisor and/or Department Head is responsible for reporting the incident immediately to the City Manager.

I. Smoking or any use of tobacco products is not permitted in any City vehicles. This includes related products (i.e., cigars, cigarettes, dip, chew, snuff, chewing tobacco, e-cigarettes and vaping devices).
J. All employees driving or riding in City vehicles are required to wear their seatbelt at all times. Violation of this provision may result in disciplinary action up to and including termination.

K. Only employees of the City of DeBary are permitted to drive City vehicles. Non-employees are not permitted to ride in City vehicles unless there is a specific business need travel to a work-site, car-pooling with others to training sessions, etc.).

L. All employees are required to obey all traffic laws and speed limits. Should an employee receive a ticket while operating a City vehicle, they shall notify their supervisor/Department Head immediately. Any citations received in a City vehicle that relate to the safe operation is the responsibility of the driver.
Article XX – Holidays (Revised March 1, 2023)

The following days shall be official paid holidays:

New Year’s Day January 1st
Martin Luther King, Jr’s Birthday Third Monday in January
Good Friday Friday before Easter
Memorial Day Last Monday in May
Independence Day July 4th
Labor Day First Monday in September
Veterans Day November 11th
Thanksgiving Day Fourth Thursday in November
Day After Thanksgiving Day After Thanksgiving
Christmas Eve December 24th
Christmas Day December 25th
Employee Personal Day Birthday or other Employee discretionary day

A. All full-time and part-time employees are eligible for holiday pay. All full-time employees will receive eight (8) hours of pay for a holiday. Part-time employees will receive a prorated amount of holiday pay based upon the average number of hours per week they generally work. For example, a part-time employee who works 20-hours a week would receive four (4) hours of holiday pay. Temporary and seasonal employees are not eligible for holiday pay.

B. Holiday pay is not considered hours worked for the purposes of computing overtime, except as provided for in the On-Call/Call-Back policy.

C. Employees who are on an approved leave of absence and who are utilizing their accrued paid time off shall receive pay for the holiday. Employees on an unpaid status that are not receiving any payment from the City shall not receive holiday pay.

D. An employee who is scheduled to work on a holiday and who, without notice or valid reason, fails to report for such work may, at the discretion of the Department Head, be ineligible for holiday pay for the number of hours he/she would have otherwise worked.

E. Holidays falling on a Saturday will normally be observed on the preceding Friday. Those falling on a Sunday will normally be observed on the following Monday.

F. The City of DeBary will add eight (8) hours or the appropriate pro-rated amount, representing their personal holiday, to the employees’ paid time off bank the first payroll of the calendar year. Those employees hired mid-year shall have their personal holiday hours applied to their paid-time-off bank at the conclusion of their 6 (six) month probationary period.
Section 8. Tuition Reimbursement Program (Revised March 1, 2023)

A. The City of DeBary encourages all employees to voluntarily improve their job-related skills through enrollment in courses offered by accredited educational institutions. The City of DeBary Tuition Reimbursement Program is designed to financially assist employees who are pursuing college degrees. In some cases, with the support of the Department Head and the approval of Human Resources and the City Manager, other educational programs may be reimbursed through this program.

It is expected that employees pursuing higher education will not allow their educational endeavors to impact the performance of their duties.

The City will reimburse, according to this policy for courses that apply to an employee’s acquisition of their initial degree at any one level of education. For example, an employee who possesses a Bachelor’s Degree will not be permitted participation in the program to acquire a second Bachelor’s Degree without the consent of the City Manager.

B. Eligibility: All full-time employees who have completed their initial probationary period are eligible to receive benefits under this program.

C. Eligible Programs: Any degree from an accredited college or university that may be applicable to an employee’s work assignment or for career advancement may be eligible for reimbursement. Relatedness to the employee’s position shall be approved by the Department Head, Human Resources and the City Manager.

D. Service Obligation: Employees who participate in this program must agree to remain in the employ of the City for at least twelve (12) months following course completion. Employees who separate from employment for any reason within this twelve (12) month period shall reimburse the City for the educational assistance benefits paid. Repayment may be prorated. Reimbursement to the City shall be by cash payment or may be deducted from any non-wage separation benefits due the employee. (i.e., accumulated paid time off).

E. Financial Assistance: Employees whose application is approved will be entitled to reimbursement of tuition and related costs (i.e., Books, lab fees, supplies) only upon successful completion of approved courses in accordance with the following schedule:

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F. Employees will be reimbursed for actual costs incurred. For example, an employee who receives a scholarship or grant that does not need to be repaid shall have those amounts deducted prior to the City providing reimbursement. The City will pay for textbooks, lab fees, or other course materials. All course work must be accomplished outside normal work hours.
Documentation from the school regarding tuition costs, grades received and any applicable financial aid will be required prior to processing the tuition reimbursement payment.

G. The reimbursement amount shall not be more than the average in-state per credit hour tuition rate for undergraduate and graduate degrees as reported by the Florida Department of Education.

H. The City will reimburse a maximum of $5,000.00 in any calendar year. These payments are subject to IRS regulations and may be subject to taxation.

I. The tuition reimbursement program is based upon the availability of funds.

J. The Human Resource Department shall establish a process by which employees apply for the Tuition Reimbursement Program.
ARTICLE ## - STAFF VOLUNTEER POLICY (Effective March 1, 2023)

Section 1. Purpose

The City of DeBary offers a variety of programs in support of the community. Some employees have expressed an interest in volunteering for these programs. This policy is designed to clarify the responsibilities and expectations of employees who wish to volunteer for community events.

Section 2. Considerations

A. The Fair Labor Standards Act (FLSA) establishes many regulations regarding work.

B. The FLSA defines employment as, “to suffer or permit work.”

C. Public sector employers may not allow their employees to volunteer without compensation in the performance of the same work for which they are employed.

D. Public sector employees may volunteer to do different kinds of work in the jurisdiction in which they are employed.

E. Non-Exempt hourly employees must be compensated for all work performed that is related to, or is a natural extension of, the duties of their primary position. These hours would be considered hours worked for the purposes of computing overtime.

Section 3. Process

A. Employees wishing to volunteer for City of DeBary programs and special events shall:

1. Complete the Desire to Volunteer form.
2. Submit the form to their Director and Human Resources who shall verify that the volunteer opportunity is not similar in scope, duties or responsibilities as their current, paid position.
3. Human Resources will receive approval or disapproval from the City Manager regarding the opportunity.
4. The employee will adhere to all volunteer standards and requirements to include background screenings, if applicable.

Section 4. Termination of Volunteer Service

A. If, at any time, the City determines that the volunteer service may be similar in scope or responsibility as the employee’s paid position, the City reserves the right to require the employee to cease all volunteer activities. The employee must cease volunteer performance upon request.
I, _____________________________ am requesting the opportunity to volunteer with the City of DeBary _____________________________ (department) as a _____________________________

____________________ (type of work). My participation in _____________________________ (program) is fully voluntary. I understand that I will not be compensated for my volunteer hours. I will adhere to all requirements of the Volunteer Policy.

_________________________________  _____________________________
Signature                        Date