



MEMORANDUM TO VENICE CITY COUNCIL

FROM: Linda Senne, CPA, Finance Director *LS*

DEPARTMENT: Finance Department

THROUGH CHARTER OFFICER: Edward Lavallee, City Manager

E-SIGN: 
Edward Lavallee

DATE: December 30, 2024

MEETING DATE: January 14, 2025

COUNCIL ACTION REQUESTED: For Council Adoption by Motion

SUPPORTS STRATEGIC PLAN: Goal Three: Ensure a Fiscally Sound City

SUBJECT / TOPIC: Budget Amendment #2 for Fiscal Year 2025

BACKGROUND INFORMATION: The City of Venice, pursuant to Section 200.065, Florida Statutes, adopted its fiscal year (FY) 2025 operating budget, revenues and expenses, and capital improvement program by approving Ordinance No. 2024-25 on September 24, 2024 for \$180,113,955. The City Council can amend the budget as necessary throughout the year by adopting an amending ordinance in the same manner as the original budget adoption.

The FY2024 budget was increased by certain encumbrances (\$34,346,468) and project balances (\$27,889,513) rolled forward from FY2024. Encumbrances represent the balances on certain purchase orders at September 30, 2024. Project balances are when a project has been approved in FY2024, but a contract has not been finalized or encumbered. The Fiscal Year budget was amended by approving Ordinance No. 2024-28 on December 10, 2024 which increased total revenue and expenditures by \$8,350,500, said budget as amended being \$250,700,436.

In addition, certain additional expenses were not anticipated at the time the original FY2025 budget was adopted or amended. The City desires to amend its FY2025 adopted budget by \$398,928. \$279,950 of this amount is to appropriate funds to purchase an ambulance as identified on the attached memo from the Fire Chief, and \$118,978 is to appropriate funds to replace the air handling control system at the Venice Community Center as identified on the attached memo from the Director of Public Works. The proposed amended budget for FY2025 is \$251,099,364 as shown in the schedule on page 2.

	Adopted FY2025 Budget	Encumbrance Roll	Project Rolls	Adjusted Original Budget	Budget Amendment #1	Budget Amendment #2	Total Amended Budget
General Fund	\$ 51,990,998	\$ 1,609,750	\$ 710,534	\$ 54,311,282	\$ 400,000	\$ 279,950	\$ 54,991,232
1Cent Sales Tax	23,640,000	1,299,934	1,698,008	26,637,942	-	118,978	26,756,920
Building Fund	4,182,368	24,191	-	4,206,559	-	-	4,206,559
Other Special Rev	2,136,130	-	-	2,136,130	-	-	2,136,130
Debt Serve Fund	2,568,924	-	-	2,568,924	-	-	2,568,924
Cap Proj Funds	5,509,537	752,925	6,748,750	13,011,212	-	-	13,011,212
Enterprise Funds	73,057,528	29,346,220	18,732,221	121,135,969	7,912,500	-	129,048,469
Internal Service	17,028,470	1,313,448	-	18,341,918	38,000	-	18,379,918
Total	\$ 180,113,955	\$ 34,346,468	\$ 27,889,513	\$ 242,349,936	\$ 8,350,500	\$ 398,928	\$ 251,099,364

STAFF RECOMMENDATION: Approve Budget Amendment.

Yes N/A

- Document(s) Reviewed for ADA compliance (required if for agenda posting)
 - City Attorney Reviewed/Approval
 - Risk Management Review
 - Finance Department Review/Approval
- Funds Availability (account number): see Attachment A to Budget Amendment Ordinance No. 2025-06.



MEMORANDUM TO VENICE CITY COUNCIL

THROUGH CHARTER OFFICER: Edward Lavalley, City Manager

E-SIGN:

THROUGH: Travis Hout, Fleet Manager

FROM: Frank Giddens, Fire Chief

DEPARTMENT: Fire

DATE: December 16, 2024 **MEETING DATE:** January 14, 2025

SUBJECT / TOPIC: Budget Amendment to purchase Ambulance

BACKGROUND INFORMATION:

In February 2023, the Fire Department entered into a purchase agreement with TEN-8 Fire & Safety for the construction and delivery of one Type I ambulance, built on a Ford F550 chassis. The pricing, based on the Florida Sheriff's Association Contract #FSA20-VEF14.01 (item #112), was \$335,454. At the time of the agreement, the expected delivery timeline from the manufacturer was 24–30 months.

Recently, TEN-8 Fire & Safety notified the Fire Department that delivery would be delayed by an additional 10 months resulting in a FY26 delivery. Due to the urgent need to place this ambulance into service, the Fleet Manager has identified an alternative option: a remount Type I Ford F550 Diesel Wheeled Coach ambulance that will serve in the same capacity and is available through Global Emergency Vehicles for \$279,950, with a delivery date of February 2025.

The Fire Department is requesting approval for a budget amendment to purchase the remanufactured ambulance from Global Emergency Vehicles. Additionally, the Fleet Manager proposes rolling over the current purchase agreement with TEN-8 Fire & Safety into FY26 to maintain the City's position for the continued building of the original ambulance.

SUPPORTS STRATEGIC PLAN: Goal Two: Provide Efficient, Responsive Government with High Quality Services

COUNCIL ACTION REQUESTED: For Council Adoption by Motion

Approve budget amendment to purchase remount Type I Ford F550 6.7 Diesel Wheeled Coach Ambulance.

Yes N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Document(s) Reviewed for ADA compliance (required if for agenda posting) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | City Attorney Reviewed/Approval |

- Risk Management Review
 - Finance Department Review/Approval
- Funds Availability (account number): Fleet Fund 001-1101-522.64-00

Signature: *Travis Hout*

Email: thout@venicefl.gov

Signature: *E. Lavallee*
Edward Lavallee (Dec 16, 2024 10:14 EST)

Email: elavallee@venicefl.gov









MEMORANDUM

Final Audit Report

2024-12-16




Created:	2024-12-16
By:	Frank Giddens (FGiddens@venicefl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeL6MgoRxzggS_VYGHjzZ4dBWEg1F9Ki

"MEMORANDUM" History

-  Document created by Frank Giddens (FGiddens@venicefl.gov)
2024-12-16 - 1:34:48 PM GMT
-  Document emailed to Travis Hout (thout@venicefl.gov) for signature
2024-12-16 - 1:34:51 PM GMT
-  Document emailed to Edward Lavalley (elavalley@venicefl.gov) for signature
2024-12-16 - 1:34:51 PM GMT
-  Email viewed by Travis Hout (thout@venicefl.gov)
2024-12-16 - 1:39:11 PM GMT
-  Email viewed by Edward Lavalley (elavalley@venicefl.gov)
2024-12-16 - 2:00:55 PM GMT
-  Document e-signed by Edward Lavalley (elavalley@venicefl.gov)
Signature Date: 2024-12-16 - 3:14:18 PM GMT - Time Source: server
-  Document e-signed by Travis Hout (thout@venicefl.gov)
Signature Date: 2024-12-16 - 3:46:37 PM GMT - Time Source: server
-  Agreement completed.
2024-12-16 - 3:46:37 PM GMT



MEMORANDUM

FROM: Ricky Simpson, Director of Public Works 
Travis Hout, Superintendent of Solid Waste, Recycling and Fleet 
DEPT: Public Works
TO: Ed Lavallee, City Manager 
DATE: 12/12/2024 Edward Lavallee

SUBJECT: Budget Amendment Request for HVAC Control System Replacement at the Venice Community Center

BACKGROUND INFORMATION:

The HVAC system at the Venice Community Center (VCC) is experiencing mechanical failures, including a critical air handler in override mode. Replacement of all the air handler units (AHU's) located at the VCC started in the FY21 Capital Improvement Program and is scheduled through FY27.

The budgeted CIP projects focus on replacing the AHU's. Since the start of the initial replacement of the AHU's, the original system controls have aged and no longer support the units provided by the manufacturer (Trane). With the rapid advancement of technology year after year this was not known at the time of budgeting the project. The new, more efficient AHU's require updated controls, as the existing ones are incompatible with new technology and efficiency standards. To replace the two AHU's budgeted for this year we must also update all the system controls for the system to operate effectively. The updated controls will also be a necessity for the replacements of the AHU's that we have noted on the CIP worksheets for FY26 and FY27 as well.

Currently, there is \$90,000 budgeted in 110-0930-572.62-01 (Project Code 1C0002) to replace two AHU's at the VCC. To replace these units, we must update the entire control system and that is an additional cost of \$118,978. With the updated control system in place, the remaining air handler units will be replaced as originally planned in the CIP over the next two years.

Cc: Linda Senne, Director of Finance



Venice Community Center

Replace Chilled Water Air Handlers 3 and 5. Upgrade Building Controls

Proposed Project Agreement

Date:

11/20/2024

Proposal Number:

P09705

Prepared for:

Venice Community Center
326 Nokomis Avenue South
Venice, Florida 34285



Prepared by:

Jimmy Wheeler
Service Account Executive
(239)940-8472
jwheeler@bandiflorida.com



PROJECT PROPOSAL

Company

Proposal Date: 11/20/2024
Proposal Number: P09705

Ph:

Bill To Identity

Venice Public Works
1350 Ridgewood Avenue
Venice, Florida 34292
Travis Hout

Agreement Location

Venice Community Center
326 Nokomis Avenue South
Venice, Florida 34285

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

We propose to replace Air handlers 3 and 5 on the Community center and also upgrade the front-end controls to current system to operate the new and future air handler replacements. The air handler replacement includes:

- AHU-3 New Trane model CSAA004
- AHU-5 New Trane model CSAA008
- Belimo 3-way valves
- Chilled water valves and guages
- Copper piping and fittings
- Piping insulation
- Sheet metal connections and fittings
- Unit supports
- Electrical supplies and connections
- Crane lift fee
- Labor
- Permit
- 1st year parts warranty
- 1 year warranty on our workmanship



The Trane controls upgrade includes:

- Replace existing Tracer Summit controller with a new Tracer SC+ System Controller with Comm 3 & Lontalk Communication Bridge
- Install new BACnet link to replacement AHU-3 & AHU-5
- Connect to those units Symbio Unit Controllers & Factory installed sensors.
- Field provide & install an OA damper actuator for each AHU
- Field provide & install a CO2 duct sensor for each AHU
- Program the unit controllers & new Tracer SC+ front end system.
- Utilize a backup of the Tracer Summit for reprogramming of the Tracer SC+.
- Provide Tracer Ensemble add license to add new Tracer SC+ system to existing Sarasota County district Building Management System (BMS)
- Establish schedules, trends, & alarms with Sarasota County ownership & facilities staff.
- Engineered Controls Submittals and As-Built Drawings
- Installation of field DDC Panel(s), Device(s), and low voltage Control Wiring per NFPA, NEC, and/or local Building Code requirements
- System Programming, Graphics, and Start-up
- (8) Training Hours of Owner Representative(s)
- 1st Year Parts and Labor Warranty, by Trane Controls - on control system upgrade

Price conforms with piggyback contract with Manatee County Schools #MST 20-0095 effective 7/1/2023 to 6/30/2025

**OUR PRICE FOR THIS PROPOSAL IS\$208,978.00
(Subject to equipment manufacturer availability at time of order)**

EXCLUSIONS:
Overtime Labor

Additional electrical work and or hole patching and finish work if needed by Trane Controls installation.



Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Customer

 Signature (Authorized Representative)
 Jimmy Wheeler

 Name (Print/ Type)

 Phone
 11/20/2024 P09705

 Date Proposal #

 Signature (Authorized Representative)

 Name (Print/ Type)

 Title

 Date PO#



Project Agreement Terms and Conditions

1. Acceptance of this proposal by the party to whom it is submitted, ("Owner"), shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing B & I Contractors, Inc. ("CONTRACTOR"; to commence work or preparation for work will constitute acceptance by Owner of the proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change if not accepted within fourteen (14) days of submission.
2. Contractor shall be paid 100% of amounts due upon completion. In the absence of terms agreed to in advance by the contractor. Sales of materials are payable in cash on delivery of goods.
3. Contractor may allow for terms of 10, 15 or 30 day payment terms N selected in writing in advance of any work or purchase of materials included in the acceptance of the proposal.
4. No back charges or claim of the Owner for services shall be valid except by the agreement in writing by Contractor before work is performed.
5. All sums not paid when due shall bear interest at the rate of 1½ % per month from due date until paid or the maximum legal rate permitted by law whichever is more; and all costs of collection, including a reasonable attorney's fee, shall be paid by Owner.
6. ARBITRATION: All controversies or claims arising out of or relating to this agreement, or of a breach of it, shall be submitted to binding arbitration pursuant to Section 682.01 et seq, of the Florida Statutes (Revised Florida Arbitration Code) as amended from time to time and not under the rules of the American Arbitration Association.
 - (a) The parties agree that the Arbitrator shall be granted the power to award reasonable attorney's fees to the prevailing party. All arbitration proceedings shall be held in Lee County, Florida.
 - (b) Any award rendered in the arbitration shall be binding and conclusive upon the parties and shall not be subject to retrying or appeal before any court. The arbitrator shall have the right to decree specific performance. Judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction.
7. If the owner fails to make payment to Contractor as herein provided, then Contractor may stop work without prejudice to any other remedy it may have.
8. Owner is to prepare all work areas so they are acceptable for Contractor's work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work until job completion. The Owner represents and warrants that it shall coordinate the work and performance of its own forces and any other contract on the site or related to Contractor's work so as not to delay, hinder or interfere with Contractor's performance thereof, and so as not to create additional costs to Contractor. If the work of Contractor is delayed, interfered, suspended or otherwise interrupted by Owner, Owner's architect or by any person or act within the power of Owner to control, then Owner shall be liable to Contractor for any increased or extended costs.
9. After acceptance of the Proposal as provided, Contractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Contractor shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, architect, or engineers; armed conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, equipment or materials production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil military authorities; vendor priorities and allocations, fires, floods, accidents and acts of God.
10. Service Project workmanship and materials are guaranteed against defects for a period of one year from the date of installation, except those items carrying a manufacturer's warranty which are warranted to the extent of the manufacturer's warranty. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Service Repair workmanship is guaranteed against defects for a period of ninety days (90) days and limited to only the work done. Equipment manufacturer's warranty will also be in place. Contractor will not be responsible for special, incidental, or consequential damages. Contractor shall not be responsible for damage to its work by other parties. Any repair work necessitated by caused damage will be considered as an order for extra work and in no event shall Seller be liable for damages exceeding the purchase price to be paid to Seller hereunder.
11. In no event shall B&I be liable for:
 - a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" "mold" or bacteria on or within the building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
 - b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" "mold" or bacteria, by any other person or entity.
12. Owner or Owner's architect shall advise Contractor in writing of any defect or deficiency in the work at the time same are observed. After completion of the work called for by this contract, Owner shall provide a written list of any construction defects or deficiencies to Contractor within fifteen (15) days of receipt of notice of completion from Contractor. Contractor shall remedy those deficiencies within fifteen (15) days unless a longer time is reasonably necessary.
13. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
14. The Owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in the proposal and no liquidated damages may be assessed against Contractor for delays or causes attributed to other contractors or arising outside of the scope of this Proposal.
15. We specifically exclude lead-based paint testing, analysis, disposal, containment and/or mitigation.

Signature: 
 Edward Lavallee (Dec 15, 2024 10:14 EST)

Email: elavallee@venicefl.gov

Signature: 
 Edward Lavallee (Dec 31, 2024 08:40 EST)

Email: elavallee@venicefl.gov

Memo for BA#2 FY25 - COUNCIL PACKET

Final Audit Report

2024-12-31

Created:	2024-12-30
By:	Linda Senne (LSenne@venicefl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbtlkhqy3G69clkB0yjRFQMU7j4STxK9Y

"Memo for BA#2 FY25 - COUNCIL PACKET" History

-  Document created by Linda Senne (LSenne@venicefl.gov)
2024-12-30 - 5:31:41 PM GMT
-  Document emailed to Edward Lavallee (elavallee@venicefl.gov) for signature
2024-12-30 - 5:32:05 PM GMT
-  Email viewed by Edward Lavallee (elavallee@venicefl.gov)
2024-12-31 - 1:39:59 PM GMT
-  Document e-signed by Edward Lavallee (elavallee@venicefl.gov)
Signature Date: 2024-12-31 - 1:40:35 PM GMT - Time Source: server
-  Agreement completed.
2024-12-31 - 1:40:35 PM GMT