

#### Belle Isle Police Department

January 27, 2022

Interoffice	Memorandu	m:
	11101111UI WIIWW	

TO:

**Bob Francis** 

City Manager

FROM:

Chief Laura Houston

14

RE:

Request to Accept Donation for Traffic Calming Signs

Belle Isle resident Edison Hamann, who resides at 5136 Belleville Avenue, wishes to donate \$8,054.00 to the City of Belle Isle to purchase two pole mounted speed signs with alert strobes to be placed at or near the intersection of Belleville Avenue and Hoffner Avenue as traffic calming devices. A Donation Acceptance Agreement was completed. Installation of the devices will be performed by the City of Belle Isle Public Works Department.

I am respectfully requesting the City of Belle Isle Police Department accept this donation.

Approved

Bob Francis, City Manager

Disapproved

#### EXHIBIT A - SAMPLE DONATION ACCEPTANCE AGREEMENT



#### **DONATION ACCEPTANCE AGREEMENT**

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GEP .
2012 This Donation Acceptance Agreement (the "Agreement") is made this 27 day of JANUACY
2019 by and between the City of Belle Isle, a Florida municipal corporation whose mailing address is 160
Note Assessed Della L.L. El 22000 (1) was a
Nela Avenue, Belle Isle, FL 32809 (the "City"), and EDISON HAMBUN, whos
mailing addrags is the state of
mailing address is 513(0 Bacounce Ave (the "Donor"). The parties hereby agree as follows:
1. <u>Donation</u> . Donor wishes to donate certain property or funds to the City, described a follows: <u>PERSONAL CITECE /2-PMG 15</u> (the "Donation Property"). To the extent that the Donation is non-monetary, Donor's estimate of its current value is: \$ 8,054,00.

- 2. Intended Use. It is the intent of the parties that the Donation Property be used by the City for the following purpose: Traffic Campus Ave (the "Intended Use"). Donor acknowledges that the City's use of the Donation Property for the Intended Use may be contingent upon various factors including but not limited to budgeted funds, continuation of certain City programs or facilities, City plans, and other matters. The City's failure to use the Donation Property for the Intended Use for any reason shall not constitute a breach of this Agreement nor entitle Donor to return of the Donation Property.
- 3. <u>Acceptance and Delivery</u>. Upon execution of this Agreement by both parties (the "Effective Date"), the City hereby accepts and the Donor relinquishes all claims to and rights in the Donation Property. Donor shall take any and all additional actions necessary to deliver the Donation Property to the City, to relinquish any of Donor's claims and rights in the Donation Property, and to transfer ownership of the Donation Property to the City.
- 4. <u>Donor's Representations</u>. Donor hereby represents and warrants that Donor is the lawful owner of the Donation Property with full authority to donate the Donation Property to the City as provided in this Agreement. Donor further represents and warrants that all statements and assertions made by Donor to the City in this Agreement and otherwise in relation to the Donation Property are true and accurate to the best of Donor's knowledge.
- 5. <u>Indemnification</u>. Donor hereby indemnifies and holds harmless the City and its elected and appointed officials, employees, and agents, from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs, and other liabilities, including without limitation litigation costs and attorney's fees for trials and appeals, claimed or asserted by or on behalf of any person who is the actual owner or co-owner of the Donation Property at the time this Agreement is executed. This paragraph shall survive termination, expiration, and completion of this Agreement.

- 6. <u>Sovereign Immunity</u>. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity protections or of any other privilege, immunity or defense afforded to it or any of its officials, employees and agents under the Constitution and laws of the State of Florida.
- 7. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties and supersedes all previous promises, negotiations, representations, and statements with respect to its subject matter. This Agreement may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.
- 8. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and their respective successors in interest and title. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than the parties hereto and their respective successors in interest and title.
- 9. <u>Governing Law; Venue</u>. This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Orange County, Florida.
- of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the Effective Date.

CITY OF BELLE ISLE  Signature  SEREMY MILLIS	DONOR: EDISON ITAMANN Signature
Print Name LIEUTENANT	Print Name Edison Hamann
Position	Position/Title (If Donor is an entity)  1 27/22  Date

#### **EXHIBIT B – SAMPLE DONATION RECEIPT**



### City of Belle Isle Donation Receipt

This is to confirm that on $\frac{12122}{2}$ [insert da	te] the City of Belle Isle received from
Edison Hamann	[insert donor name and address]:
a monetary contribution of \$ \(\frac{\mathcal{S}}{1054.6}\)	? <b>O</b>
a non-monetary contribution consisting of [describ securities, etc.]:	e goods, services, property,

No goods or services were provided by the City of Belle Isle in return for the contribution.

The City sincerely appreciates your donation.

Bob Francis

City Manager

City of Belle Isle

S:\DL\Clients\Belle Isle, City of\General B900-29001\Donation Policy\Donation Policy Draft 5-1-19 [CLEAN 5-6-19].docx



#### QUOTE #2058880

applied concepts, inc.

855 E. Collins Blvd Richardson, TX 75081 Phone: 972-398-3780 Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1 Date: 01/26/22

Brooke Journet Scott Berry

> Reg Sales Mgr: +1-972-837-5129

brookej@stalkerradar.com scottb@stalkerradar.com

**Effective From:** 01/26/2022

**Valid Through:** 04/26/2022

Inside Sales Partner:

+1-469-656-8011

Lead Time:

45 working days

Bill To:

City of Belle Isle

Customer ID: 8870

Ship To:

FedEx Ground

1600 Nela Ave

Belle Isle, FL 32809-6184

Accounts Payable

Belle Isle Police Department

1600 Nela Ave

Belle Isle, FL 32809-6184

Lieutenant Jeremy Millis

Grp	Qty	F	Package		Description	Wrnty/Mo	Price	Ext Price
1	2	83	36-0015-00 PM		G 15 Inch Display with Traffic Analyst	24	\$3,950.00	\$7,900.00
	Ln	Qty	Part Numb	er	Description		Price	Ext Price
	1	2	200-1315	-00	15" PMG w/Traffic Analyst, configured with:			\$0.00
	2	2	011-0269	-00	Pole Mount Graphics Operator Manual			\$0.00
	3	2	035-0002-	21*	15" and 18" PMG Shipping Box			\$0.00
	4	8	035-0002	-20	PMG Corner Packing Foam			\$0.00
	5	2	060-1000	-24	24-Month Warranty			\$0.00
	6	2	200-1285	-00	15"PMG Speed Display			\$0.00
1	7	2	200-5542	-10	15" PMG Controller, Conformal Coated			\$0.00
	8	2	200-1285	-10	15" PMG Bezel, White			\$0.00
j	9	2	200-1339	-10	15" PMG Red/Blue Alert Strobes			\$0.00
	10	2	062-0126	-01	PMG Text and Graphics Option			\$0.00
	11	2	200-1285	-50	No Flash Selected			\$0.00
	12	2	200-1285	-55	15" PMG Pole Mount			\$0.00
İ	13	2	047-1000	-00	PMG Power Cover (1 per side)			\$0.00
	14	2	200-1221-	-00	PMG Solar Power Controller Module			\$0.00
	15	2	200-1298-	-01	15" PMG USB Port & USB Memory Stick			\$0.00
	16	2	200-1206	-60	PMG 433MHz Key Fob and Controller			\$0.00
	17	2	200-1206-	-70	PMG Wireless Module			\$0.00
	18	2	200-1206-	-08	PMG Expanded Memory Option, 8GB SD Micro			\$0.00
	19	2	200-1330-	-50	PMG 50W Solar Power package			\$0.00
	20	2	200-1046-	-00	PMG Metal Tamper-Proof Battery Box			\$0.00
	21	2	155-2535-	-04	PMG Display to External Battery Cable, 4 feet			\$0.00
	22	2	200-1369-	-10	15" YOUR SPEED White Surround			\$0.00
						-	Group Total	\$7,900.00

Product	\$7,900.00	Sub-Total:	\$7,900.00
Discount	\$0.00	Sales Tax 0%	\$0.00
		Shipping & Handling:	\$154.00

Payment Terms: Net 30 days

Total: USD

\$8,054.00

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



# GPIO

At its heart, Stalker Radar's Pole Mounted Graphics display (PMG) sets the accuracy - all in a rugged, water resistant housing. standard for range and

What makes it even more communicating with your powerful is the ability to other NTCIP systems. function as a variable message sign while

data analytics is captured for study and exported to At the same time, traffic pre-designed reports

Pictured is a 12 \* PMC with potential MUTCD-compliant YOUR SPEED surround. The unil is powered by SO-watt soler panel and a qued-bay battery backup systom



## Advanced Communication Options

start, change, or stop a message or a sequence of actions. The Output can be programmed to send a low voltage signal to any external programmable device when a single, or multiple, preset conditions are met. The PMG's optional General-Purpose Input/Output (GPIO) controller lets the unit receive external low voltage signals to

The optional Ethernet module connects the PMG to a Network (LAN or WAN) through a standard RJ-45 connector. When using the Ethernet option, an internally hosted web page gives you full remote access to all PMG controls.

Ethernet

GPIO-driven messaging

The PMG can communicate with smart devices using a wireless option and standard wireless protocols. Setup operations: Last message configuration, graphic design, radar management, traffic data, and scheduling are all executed from your IOS or Android powered device.

Short Range Wireless

An optional NTCIP protocol module allows equipment from any manufacturer to provide "Sets and Gets" as if we are one closed-loop system. Set the PMCI to assist you in efficiently flowing traffic, send icy condition or road closure warnings. Examples of Gets from the PMG are wrong way driver notification, or high water notification.

NTCIP

SPEED YOUR

The Wi-Fi option allows the PMG to be connected to a network from which you gain full access to all settings through its internally hosted web page using the onboard Wi-Fi module. When not needed, the Wi-Fi system can be set to the Off mode to conserve power.

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### Configuration

## PC-Based Application

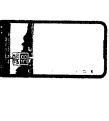
The PC-based PMG Configuration Application gives the user complete control over all PMG functions and options including school calendar, text/graphics, data collection,

ECONOMIC DE LES

Available in 3 character heights: 12", 15", and 18".

## iOS and Android Apps

With the Wireless Control option, apps for both Android and iOS are available to manage your PMG.

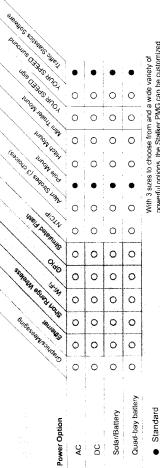


### Wi-F: communication



# For more information go to: slow-down.us

2 | For more information go to: slow-down.us



Add alert strobes - graphics and messaging

powerful options, the Stalker PMG can be customized to fit a range of applications.

O Optional

## 

temporary installations without having to route power.

A compact, form-fitting battery enclosure eliminates

**Battery Backpack** 

the need for a separate battery box, allowing

Battery may be charged by AC/DC connection or by

an optional solar panel system.

## High Water Sensor

depending on power needs of the system. Batteries may be sourced locally and allow for plug and play power. Charging can be done separately, or while installed, using the optional solar panel system.

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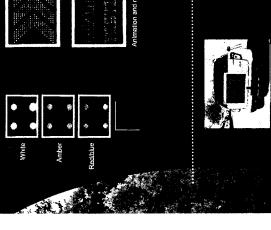
A swappable configuration of one to four batteries,

Quad-Bay System

Protect drivers from driving reaches dangerous levels. when water over the road through low-lying areas

depth required for an alert. depending on the water An external water level mounted, or placed on or close to the ground, sensor can be pole

In addition, alert messages can be combined, for example, STOP - HIGH WATER - ROAD CLOSED.



# With connectivity comes control





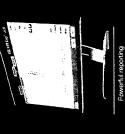






## Traffic data analytics included





Right battery door open