



City Commission Regular Meeting

Agenda

September 27, 2023 @ 3:30 pm

City Hall - Commission Chambers
401 S. Park Avenue

welcome

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assistance & appeals

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office ([407-599-3277](tel:407-599-3277)) at least 48 hours in advance of the meeting.

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed 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." (F.S. 286.0105).

please note

Times are projected and subject to change.

1. Meeting Called to Order**2. Invocation**

- a. Reverend Kathy Beasley, Unity of Central Florida 1 minute

Pledge of Allegiance**3. Approval of Agenda****4. Mayor Report**

- a. Proclamation for National Drive Electric Week 5 minutes
- b. Proclamation for Florida Climate Week and Energy Efficiency Day 2023 5 minutes

5. City Manager Report

- a. Update on CRA expansion/extension 5 minutes

6. City Attorney Report**7. Non-Action Items**

- a. Appointment of Michael Dively to Parks and Recreation Advisory Board - Commissioner DeCiccio 1 minute

8. Public Comments | 5 p.m. or soon thereafter

(If the meeting ends earlier than 5:00 p.m., public comments will be at the end of the meeting)

(Three minutes are allowed for each speaker)

9. Consent Agenda

- a. Approve the minutes of the regular meeting, September 13, 2023. 1 minute
- b. Approve the minutes of the work session, September 14, 2023 1 minute
- c. Approve the following piggyback contracts: 1 minute
1. Office Depot, Inc. - City of Tamarac/OMNIA Partners Contract #19-12R - Office Supplies, Products & Related Services; For goods on an as-needed basis during the term of the Agreement through October 13, 2027; Amount: \$80,000
 2. Sweeping Corporation of America - Sourcewell Contract #062421-SWP - Facilities Maintenance Services; For services on an as-needed basis during the term of the Agreement

through August 8, 2025; Amount: \$250,000

3. Lytx, Inc. - GSA Contract #GA-35F-0623S - Video Subscription Services for Fleet Vehicles; For services on an as-needed basis during the term of the Agreement through July 15, 2024; Amount: \$100,000

d. [Approve the following contracts:](#)

1 minute

1. Credit Bureau Systems, Inc. - RFP13-20 - EMS Billing Services - Amendment 2; For services during the basis of the term through October 19, 2024; Amount: \$100,000
2. Jacobs Engineering Group, Inc. - RFQ17-10 - Continuing Engineering Services for Water-Wastewater Systems - Renewal; For services during the basis of the term through October 1, 2024; Amount: \$600,000
3. Metlife - FY24-1 - Group PPO Dental Benefits - Renewal; For services during the basis of the term through October 1, 2024; Amount: \$450,000
4. New York Life - FY24-2 - Life, AD&D and Disability Insurance - Renewal; For services during the basis of the term through October 1, 2024; Amount: \$350,000
5. Cigna Health and Life Insurance Company - FY24-3 - Medical Insurance Stop Loss & Administration - Renewal; For services during the basis of the term through October 1, 2024; Amount: \$1,325,000

e. [Approval of the following formal solicitations:](#)

1 minute

1. Ovation Construction Company, Inc. - RFQ20-23 - Repair and Construction Services (Projects Under \$300,000); Amount: \$1,000,000
2. Votum Construction - RFQ20-23 - Repair and Construction Services (Projects Under \$300,000); Amount: \$1,000,000

f. [Approve HIDTA Grant Pass-through Funding for FY 2024 in the amount of \\$103,740.](#)

1 minute

1. HIDTA Purchase Orders

10. Action Items Requiring Discussion

a. [Temporary Use Agreement for Holler Hyundai](#)

15 minutes

11. Millage Rate and Budget Public Hearings | 5:00 p.m. or soon thereafter

a. [Ordinance 3282-23 - adopting millage rates for the FY 2024 budget. \(2nd reading\)](#)

5 minutes

b. [Ordinance 3283-23 - adopting the FY 2024 budget. \(2nd reading\)](#)

5 minutes

12. Public Hearings: Quasi-Judicial Matters

(Public participation and comment on these matters must be in-person.)

13. Public Hearings: Non-Quasi Judicial Matters

(Public participation and comment on these matters may be virtual or in-person.)

- a. Ordinance 3284-23 - amending Chapter 58, "Land Development Code," Article V to address the discharge and disposition of cooling water from buildings adjacent to Center Street (2nd reading) 5 minutes
- b. Ordinance 3285-23 - extending franchise agreement for Waste Pro of Florida, Inc. (2nd reading) 5 minutes
- c. Proposed amendments to the Comprehensive Plan and Chapter 58, Land Development Code, Article I, Comprehensive Plan to adopt a new Comprehensive Plan goals, objectives and policies document, (First reading will be on October 25th for the entire document.) 15 minutes

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment



City Commission **agenda item**

item type Invocation	meeting date September 27, 2023
prepared by Kim Breland	approved by
board approval	
strategic objective	

subject

Reverend Kathy Beasley, Unity of Central Florida

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Mayor Report	meeting date September 27, 2023
prepared by Victoria Tabor	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Proclamation for National Drive Electric Week

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Mayor Report	meeting date September 27, 2023
prepared by Victoria Tabor	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Proclamation for Florida Climate Week and Energy Efficiency Day 2023

motion / recommendation


background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Proclamation for FL Climate Week & Energy Efficiency Day 2023](#)



FLORIDA CLIMATE WEEK

EDUCATE - ENGAGE - ACT

OCTOBER 2-8, 2023

FREE VIRTUAL AND IN-PERSON EVENTS

WWW.FLORIDACLIMATEWEEK.ORG

PRESENTED BY



VoLoFoundation

FREE

REGISTER NOW





City Commission **agenda item**

item type City Manager Report	meeting date September 27, 2023
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Update on CRA expansion/extension

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Non-Action Items	meeting date September 27, 2023
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Appointment of Michael Dively to Parks and Recreation Advisory Board - Commissioner DeCiccio

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Consent Agenda	meeting date September 27, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the regular meeting, September 13, 2023.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2023-09-13.pdf](#)



City Commission Regular Meeting Minutes

September 13, 2023 at 3:30 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Mayor Phil Anderson; Commissioners Sheila DeCiccio; Kris Cruzada and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle del Valle and City Clerk Rene Cranis.

1) Meeting Called to Order

Mayor Anderson called the meeting to order at 3:00 p.m.

2) Invocation

The invocation was given by Pastor Troy East, New Hope Missionary Baptist Church, followed by the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Sullivan requested adding consideration of the purchase of the Bank of the Ozarks property as part of Item 11b, Budget Public Hearing. Agreed by consensus.

4) Mayor Report

Mayor Anderson advised of the recent passing of former Mayor Joe Terranova who will be remembered during the city's Veteran's Day event.

- a. Appointment to Winter Park Housing Authority Board

Motion made by Commissioner DeCiccio to appoint Robert Klettner; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.

5) City Manager Report

- a. Commission meeting schedule

Mr. Knight reviewed the commission meeting schedule through the end of the year. Commissioner Weaver asked to cancel September 28th work session as he will be unable to attend. Agreed by consensus.

- b. City Managers Report

Director of Information Technology Parsram Rajaram provided clarification on items raised the Broadband Smart City Advisory Committee work session with the commission relating to co-building with electric undergrounding, cost of hiring staff to manage the

program, and status of connectivity of city facilities (expected by November 30th). Mayor Anderson requested a report on recommended priorities outlined in the work session given existing capacity.

6) City Attorney Report

7) Non-Action Items

- a. Appointment of Margaret Bohl to Public Art Advisory Board - Commissioner Cruzada

Commissioner Cruzada reported Mrs. Bohl's appointment.

8) Public Comments | 5 p.m. or soon thereafter

9) Consent Agenda

- a. Approve the minutes of the regular meeting, August 23, 2023.
- b. Approve the minutes of the work session, August 24, 2023.
- c. Approval of the following piggyback contracts:
 1. Electric Supply of Tampa - OUC-KUA Contract #RFP-21-4979-OQ - Wire and Cable; For goods on an as-needed basis during the term of the Agreement through June 14, 2024; Amount: \$500,000
 2. Ten-8 Fire and Safety, LLC - Lake County Contract #22-730K - Fire Equipment Parts, Supplies, and Services; For goods and services on an as-needed basis during the term of the Agreement through July 31, 2025; Amount: \$80,000
- d. Approval of the following contracts:
 1. DeYoung Law Firm, P.A. - FY13-2 - Legal Services for Winter Park Police Department - Amendment 4; For services during the basis of the term through September 30, 2024; Amount: \$80,000
 2. Flock Safety - FY23-65 - Flock Safety Platform; For services during the basis of the term through October 1, 2028; Amount: \$37,500
 3. Pond & Company, Inc. - RFQ7-23 - Geotechnical & Environmental Consulting Services; Task Order for Howell Creek Restoration; Amount: \$106,840
 4. Baxter & Woodman, Inc. - RFQ6-23 - Professional Stormwater Management Engineering Services; Task Order for Basin Study - Eastern Region; Amount: \$194,124.16
 5. Jacobs Engineering Group, Inc. - RFQ17-10 - Continuing Engineering Services for W-WW Systems; For the St. Johns River Management District Consumptive Use Permit Renewal; Amount: \$190,000

6. Jacobs Engineering Group, Inc. - RFQ17-10 - Continuing Engineering Services for W-WW Systems; Task Order for Ravaudage Pump Station Services During Construction; Amount: \$381,466
- e. Approval of the following formal solicitation:
 1. High Performance Sports Management - RFP22-23 - Tennis Programming and Instructional Services; Amount: \$400,000

Motion made by Commissioner Sullivan to approve the Consent Agenda; seconded by Commissioner Weaver. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

10) Action Items Requiring Discussion

11) Millage Rate and Budget Public Hearing | 5:00 p.m. or soon thereafter (heard after Item 13a)

12) Public Hearings: Quasi-Judicial Matters

13) Public Hearings: Non-Quasi-Judicial Matters

- a. RESOLUTION 2279-23 - A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, ADOPTING THE NON-AD VALOREM ASSESSMENT ROLL; PROVIDING INSTRUCTIONS TO CERTIFY THE NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Attorney Chumley read the resolution by title.

Mayor Anderson explained the reason for this new method of collecting stormwater fees and said this resolution puts in place set fees for property owners. Mr. Knight explained the calculation of fees which are now part of a property owner's tax bill as opposed to utility bills where fees may not be collected, i.e. inactive accounts.

Motion made by Mayor Anderson to adopt the resolution; seconded by Commissioner DeCiccio.

Tim Kuby, 705 Cherry Street, said he is not on city sewer and the stormwater fee is not and has not been on his utility bill. This is a new tax for him and places stress on his commercial tenants. He believes it is unfair to be charged a "rainwater tax" and there should be an exception for those who are not connected to city sewer.

Nikki Seybold, 800 N. Interlachen Drive, said her fee will be increasing by \$295%. She explained she has gravel driveway which she feels should not be considered impervious area and questioned the calculation of pervious/impervious property. She added that stormwater stays on her property.

David Williams, 209 Tyree Lane, spoke about stormwater and flooding issues on his property and feels residents are paying fees for no service. He asked if Orange County could take responsibility for stormwater.

Bob McClelland, 444 Jo Al Ca Avenue, supported this fee to fund improvements but feels the city needs to provide more information on the calculation to property owners.

Karen Jacobs, 2411 Gallery View Drive, Gallery Condo Association, explained there are four separate parcels with varying number of units and impervious coverage and some units will be assessed more than others. She feels a total exemption is warranted since the Gallery Condos is self-contained with onsite retention and will receive no direct benefits from this fee. She asked that the city provide documentation showing the benefit of this fee to Gallery condo owners.

Mayor Anderson explained stormwater run-off is a city-wide issue and while some properties may have onsite stormwater retention, it does not resolve the city-wide issue.

Public comments and commission questions were addressed as follows:

- Mr. Hamil said per city code, gravel is included in the definition of impervious surface.
- Mayor Anderson said the city cannot transfer stormwater responsibility to Orange County. Mr. Knight confirmed the city is responsible for stormwater within the city.
- Commissioner Weaver said the stormwater system is different than the sewer system and explained the function of both.
- Mr. Hamil said all parcels should have been billed the stormwater fee, regardless if they are on septic or sewer. He confirmed the absence of a stormwater fee on Mr. Kuby's bill is an oversight. It was clarified that the stormwater fee will not be charged if there is no impervious surface on a vacant lot. Mr. Hamil said staff can look at impervious surface and calculation for Ms. Seybold and The Gallery. He advised that there may be revised assessments and he will speak to Ms. Seybold and Ms. Jacobs.
- Assistant Director of Public Works Don Marcotte explained stormwater system components and funding for capital improvement projects, maintenance and staff.
- Mr. Hamil said the fee will provide approximately \$4.7m in FY 24 which is approximately \$350k more than the FY23 budget. If the commission wants to limit the amount of revenue to the FY 24 budget, it could reduce the rate per square foot.
- Mr. Hamil said since the commission adopted an ordinance to change the new method of collecting fees, a new ordinance would be needed to revert back. Mayor Anderson stated property owners would still see an increase in the fee.
- Mr. Hamil explained that a property owner may dispute the fee by first appealing to the City Manager and then the Commission. A link will be available on the website for residents to view their calculation and request reconsideration or appeal and any adjustments would be submitted to the county property appraiser.

Fred Hasler, 608 Brechin Drive, expressed his concern that electric undergrounding will not be finished and reported on the length of time pipes and equipment have been stored on his property. He feels there should be better communication to homeowners and the city should be more cautious about content of its communications. He opposed this plan and suggested the fee be based on the property's assessed valuation.

Mayor Anderson suggested an electric undergrounding project update be included in the next newsletter to residents.

Clarissa Farina Serpilli, 1228 Via Del Mar, said she is angered by the "threat" of tax lien if unpaid. She opposed the new method of collection and asked if this has been approved.

Mr. Knight said the methodology was adopted previously in a publicly noticed meeting and the assessment roll is being adopted on this agenda. He said the fee is not tied to the assessed valuation of the property and will not increase if assessment increases.

Mr. Kuby said he feels the numbers need to be re-evaluated, particularly for those who have not been billed in the past on their utility bills.

Mr. Hamil restated that a link will be on the website for appeal information and residents contacting customer service will be directed to the link. Staff will look at condominium projects as a whole and look at adjustments for access easements.

Upon a roll call vote Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

8) Public Comments | 5 p.m. or soon thereafter

Katrina Knight, sister of Daniel Knight, asked commission and residents to request the new state attorney to reconsider the previous attorney's decision not to prosecute the officer in her brother's shooting. She asked if the internal investigation is complete and asked for the arrest of officer responsible to prevent a similar situation. Mayor Anderson read a prepared statement from the city's attorney regarding potential lawsuits and advising that any comments be directed to the city's legal counsel.

Mr. Kuby suggested meetings start later to allow for public comment and that the public should have 30-days' notice of pending action affecting them.

A recess was held from 5:09 to 5:23 p.m.

11) Millage Rate and Budget Public Hearing | 5:00 p.m. or soon thereafter

- a. Ordinance - adopting millage rates for the FY 2024 budget. (1st reading)
- b. Ordinance - adopting the FY 2024 budget. (1st reading)

In response to commission comments, Mr. Knight said voter approval is needed to increase debt service and only commission approval is required to issue debt to pay for parks; but the commission must designate a funding source within the budget.

Mayor Anderson said the millage rate needed for FY 2024 to generate the same property tax revenue in 2023 is 3.7633 mills. The proposed budget requires a millage rate of 4.0923 mills which will remain the same tax rate for a 16th year. The increase in property tax levy is due to increases in assessed value of properties. In addition, a 0.2379 voted debt service is levied to cover bonds issued in 2017 and 2020 approved by the voters in March 2016. This will be a simultaneous public hearing on two ordinances.

Attorney Chumley read the ordinances by title.

Motion made by Commissioner Weaver to approve the millage ordinance; seconded by Commissioner Sullivan. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

Division Director of Office of Management and Budget Peter Moore reviewed budget changes and additions approved by commission in prior discussions. He reported an increase in the state revenue forecast of approximately \$55k which increases the contingency fund to approximately \$700k. He spoke about funding for 426 improvements identified in the Transportation Master Plan and said staff is recommending allocating \$1.8m in the FY 26 Capital Improvement Plan (CIP) to fund 426 improvements.

Motion made by Mayor Anderson to amend the CIP to allocate \$1.8m (426 project) in FY 26, seconded by Commissioner Weaver.

Commissioner Sullivan addressed the purchase of the Bank of the Ozarks (Ozarks) property and its acceptance of another offer, but has not been approved by its executive committee. He believes Ozarks may have accepted the other offer because the city has not committed funds to purchase and asked the city to commit to purchase the property and present an offer to Ozarks. He spoke about the property's lack of suitability for commercial development due to zoning, stormwater treatment requirements, and need of portion of property for transportation improvements. He believes it is in the city's best interest to purchase for connection to neighboring parks. **He suggested budgeting the purchase and present an offer of \$6m plus closing costs with a due diligence period through October 31 at which time the city would provide a \$100k non-refundable deposit, forgive transportation impact fees for their Ravaudage location, and close by December 18. (Accepted as a motion)**

Commissioner Weaver agreed with Commissioner Sullivan's comments about its use and benefits, particularly to provide stormwater retention that is lacking in the Orange Avenue corridor. After allocating \$1m from the Parks Acquisition Fund and \$500k commitment from the Land Trust, the bond amount would be \$4.5. He questioned how the debt service will be funded.

Commissioner Weaver seconded the motion made by Commissioner Sullivan, pending discussion on funding.

Commissioner DeCiccio feels the city will regret not purchasing the property. She feels the city has entered into good faith negotiations at a purchase of \$6m, but Ozarks has not dealt with the city in good faith, and the issue is how the city would fund the \$4.5 shortfall. Discussion followed on previous offers, terms and negotiations.

Commissioner Cruzada said that Ozarks acceptance of another offer is a clear rejection of the city's and he would like to step back. He said he anticipates a negative ability to fund the contingency in three years. He opposed purchase until funding is in place that doesn't disrupt the budget and other capital improvement projects.

Commissioner Weaver said he believes there are ample funds in the contingency to pay the principal and interest on a bond.

Mayor Anderson said he does not see a path to make an offer without identifying the funding source, which he sees is either a rapid bond issue or a bridge loan from contingency until a bond issue. He opposed pulling from contingency fund without a clear path to recouping funds and would prefer issuing bonds for stormwater improvements and public safety. He believes there is overwhelming opposition to the purchase and spending city funds.

Mr. Moore responded to questions regarding the contingency fund stating \$3.2m is needed to get to the 30% level and is dependent on each year's budget. He anticipates gradual slowing of revenues and expects a tight budget with inflation and slower growth. Mr. Knight explained the factors affecting the contingency fund.

Mayor Anderson suggested floating bonds for \$4 to \$4.5m if there is support to move forward.

Motion made by Commissioner Sullivan to amend the motion to purchase with \$4.5m bond.

Mr. Moore provided additional information on terms and impact of bonds. If the commission decides to issue bonds, he recommended allocating \$420k from the contingency fund in FY 24 for bond repayment. He reminded the commission of the ongoing burden of including repayment in future budget years.

Commissioner Weaver seconded Commissioner Sullivan's amendment with the assumption that debt service would be allocated in the contingency fund for FY24.

Mayor Anderson suggested separating the vote, first on the budget that generates \$700k in contingency and second, to pledge a part of that contingency fund toward a potential bond issue.

Mr. Chumley recommended voting on the budget amendment and then voting on a motion to approve the budget as is. If there is interest in endorsing the use of contingency funds, that could be brought back at second reading.

Commissioner Sullivan said he is not comfortable withdrawing his motion incorporating the purchase and bond financing in the budget because he feels the city will lose any opportunity to purchase the property if a commitment is not made in this meeting. Commissioner Weaver said he is not comfortable voting separately.

After discussion, Mr. Knight clarified Commissioner's Sullivan's amendment is to submit an offer of \$6m and city payment of closing cost of approximately (\$60k). The funding source would be a \$4.56 bond issue, \$500k from outside sources (Land Trust), and \$1m from the Parks Acquisition Fund. The city would either add the cost of the transportation mobility fee to the purchase price from which Ozarks would pay the mobility fee or the city would internally transfer the fees from the general fund to the mobility fund. Discussion followed on budgeting for the purchase and deadline for a response.

Mr. Knight explained the process for making changes to the budget for second reading and the newspaper ad would have to be published accordingly.

Mayor Anderson summarized the amendment for a purchase price of \$6.326m, good for 30 days, and the funding would be outlined noted by Mr. Knight. **Commissioner Sullivan accepted the clarification of the amendment.** (Motion was withdrawn and restated at the end of discussion.)

Commissioner Weaver noted that the Code Compliance Board is considering levying fines against homeowners who damage lakes which involve significant staff time and resources. **Motion made by Commissioner Weaver to amend the budget to add an Assistant Lakes Manager position funded from contingency. Motion failed for lack of second.**

Brad Blum, 1169 Lakeview Drive, supported the purchase with a bond issue.

Gigi Papa, 1440 Hibiscus Lane, opposed the purchase stating the city should be saving money or using funds for other projects and programs.

Denise Gillespie, 1608 Hibiscus Avenue, asked how a new bond would impact the city's exposure and credit rating. She asked for current staffing levels and how it relates to the city's population. She opposed the purchase due to its impact on taxpayers.

Linda Walker, 794 W. Comstock Avenue, asked for increased CRA funding for community center programs (\$40k): CRA Summer Youth Enrichment Program (\$10k); and her non-profit organization, Youth Can, (\$30k). (scheduled for the November Community Redevelopment Agency meeting.)

Nancy Shutts, 2010 Brandywine Drive, questioned the legality of reconsidering an offer to purchase the Ozarks property since it wasn't in the budget. She opposed the purchase and bond issue and feels there are other priorities and better uses of tax dollars such as stormwater, fire station, and street improvements.

Commissioner DeCiccio said she cannot support the purchase of the property if it is presented as part of the budget.

Commissioner Sullivan withdrew his motion given the opposition to include this as part of an amendment to the budget.

Upon a roll call vote on the amendment to include \$1.8m in the CIP for FY2026, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the motion to approve the budget ordinance, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Motion made by Commissioner Sullivan to make an offer to purchase the Ozarks property (terms outlined by Mr. Knight) and to fund if offer is accepted within 21 days; seconded by Commissioner Weaver. Upon a roll call vote, Commissioners Sullivan, DeCiccio and Weaver voted yes. Commissioner Cruzada and Mayor Anderson voted no. Motion carried with a 3-2 vote.

A recess was held from 7:14 to 7:25 p.m.

- b. Fee schedule effective October 1, 2023

Motion made by Commissioner DeCiccio to approve the fee schedule effective October 1, 2023; seconded by Commissioner Sullivan. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- c. Ordinance - amending Chapter 58, "Land Development Code," Article V to address the discharge and disposition of cooling water from buildings adjacent to Center Street (1st reading)

Attorney Chumley read the ordinance by title. Assistant Director of Public Works Don Marcotte explained the purpose and provisions of the ordinance.

Motion made by Commissioner DeCiccio to approve the ordinance; seconded by Commissioner Cruzada. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- d. Ordinance - extending franchise agreement for Waste Pro of Florida, Inc. (1st reading)

Attorney Chumley read the ordinance by title. Ms. del Valle reviewed the amendments to the agreement.

Motion made by Mayor Anderson to approve the ordinance; seconded by Commissioner Cruzada. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- e. ORDINANCE 3280-23 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-71 "GENERAL PROVISIONS FOR RESIDENTIAL ZONING DISTRICTS", TO REVISE SUBSECTION (F) REGARDING THE PARKING OF BOATS, TRAILERS AND RECREATION VEHICLES TO INCLUDE VEHICLES OVER 25 FEET, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (2nd reading)

Attorney Chumley read the ordinance by title.

Motion made by Commissioner Weaver to adopt the ordinance; seconded by Commissioner DeCiccio. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- f. ORDINANCE 3281-23 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 2, ARTICLE V, DEPARTMENTS, CREATING NEW DEPARTMENTS; RENAMING DEPARTMENTS; PROVIDING FOR THE SERVICES AND FUNCTIONS OF DEPARTMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. (2nd reading)

Attorney Chumley read the ordinance by title.

Motion made by Commissioner Weaver to adopt the ordinance; seconded by Commissioner Cruzada. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

14) City Commission Reports

Commissioner Sullivan -

- Encouraged attendance at the Chamber dinner meeting on September 20 at 5:30 p.m. with a presentation by Henry Graybar on his book "Paved Paradise-How Parking Explains the World."

Commissioner DeCiccio -

- Addressed lack of attendance by board members and canceling of meetings due to lack of quorum. She asked to provide guidance to staff on how to manage attendance rules. Consensus was for staff to advise the appointing member of the commission who can intervene and advise staff of the outcome or if no response is received from the appointing member within five days, staff will send a termination letter to the board member.

Commissioner Weaver -

- Remembered former Mayor Joe Terranova who passed away recently. He recalled a photo of Mayor Terranova, Don Marcotte and other residents on Denning Drive and suggested naming the trail Terranova Trail System.
- Reported on the old cargo doors at the Farmers Market that are rotting at the bottom and on poor lighting. He asked for the doors to be repaired and lighting improved.
- Spoke about allowing auxiliary dwelling units (ADUs) and the component of the CRA regarding allowing such housing. (to be discussed in upcoming work session on the Comp Plan amendments)
- Outlined his concerns about the proposed restroom in Central Park, i.e., cost, underground utilities construction, and lack of RR pedestrian crossover. He feels it does not serve the greater side of the park and will not accommodate large events. He suggested and showed images of portable restrooms that are self-contained, air conditioned, and have an ADA ramp, which could be used in the park and also to support residents that lose use of septic tanks due to storms.

Mr. Moore advised that the revised restroom design was approved by the Parks and Recreation Advisory Board and Community Redevelopment Advisory and presented to the Community Redevelopment Agency in its November meeting.

Mayor Anderson -

- Addressed ADUs and suggested an architectural review board may be appropriate to ensure compatibility.
- Spoke about Fix 426 and public meetings and suggested a subcommittee meeting with staff. Staff to schedule subcommittee meeting. (Scheduled for September 28th at 1: 00 p.m.).

15) Summary of Meeting Actions

- Honored Mayor Terranova
- Appointed Robert Klettner to the Winter Park Housing Authority Board.
- Approved meeting schedule through December.
- Received update on Smart City efforts with final meeting in October.
- Received report of Margaret Bohl's appointment to the Public Art Advisory Board.

- Approved the Consent Agenda.
- Adopted millage rate ordinance and budget with amendment adding funds for Fix 426 Project to the CIP for FY 2026.
- Adopted Resolution and assessment roll for collection of stormwater fees.
- Directed staff to present offer on Ozarks property, valid for 21 days.
- Approved the Fee Schedule
- Approved ordinance for disposition of cooling water on Center Street.
- Approved ordinance amending and renewing franchise agreement with Waste Pro.
- Adopted ordinance regulating parking of longer vehicles in residential areas.
- Adopted ordinance amending departments and functions.
- Approved policy to notify appointing commissioner of lack of attendance of board members.
- Place Central Park restrooms and discussion of Linda Walker's request on November agenda of Community Redevelopment Agency.
- Staff to repair cargo doors and look at additional lighting at the Farmers Market.
- Discuss ADUs and potential architectural review board at tomorrow's work session.
- Schedule Fix 426 subcommittee meeting. (Scheduled for September 28 at 1 p.m.)

16) Adjournment

The meeting adjourned at 7:58 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date September 27, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the work session, September 14, 2023

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2023-09-14 ws Comp Plan and Annexation.pdf](#)



City Commission Work Session Minutes

September 14, 2023 at 1:00 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Mayor Phil Anderson; Commissioners Marty Sullivan; Sheila DeCiccio; Kris Cruzada and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle del Valle and City Clerk Rene Cranis.

1) Call to Order

Mayor Anderson called the meeting to order at 1:00 p.m.

2) Discussion Item(s)

a. Comprehensive Plan Update

Director of Planning and Zoning Jeff Briggs explained the process for updating the city's Comprehensive Plan (Plan). Notices were mailed to city property owners and households, allowing for community input on the amendments. He said the Plan is being separated into two sections, the first including less impactful elements and the second will include more substantial elements such as zoning, transportation and housing.

Mr. Briggs spoke about accessory dwelling units (ADUs). The city may consider a financial incentive for building accessory dwelling units as rental units if the CRA is expanded. In depth discussion followed on affordability, neighborhood compatibility, critical need for architectural review to maintain character and compatibility, size, public/private financing options and current rules allowing ADUs on historic sites.

Commissioner Weaver feels ADUs should start as a pilot in CRA with a cap on rent to keep the units affordable. Mayor Anderson said he does not see ADUs exclusive to affordable housing and cited homes in Baldwin Park with ADUs over garages being leased at a premium. Those ADUs are not affordable, but are an additional supply and do not meet income requirements that usually go with defining affordable.

Discussion continued on parameters for ADUs in and outside of the CRA. Commissioner Sullivan suggested incentivizing ADUs in the CRA. Mayor Anderson agreed and feels strongly that an architectural control process should be considered.

Mr. Briggs reviewed the minor changes to the Plan regarding city facilities and conservation. Mayor Anderson suggested an amendment to Policy 5-1.1.2 adding "carbon reduction" to the end of the sentence to clearly state there are other goals to be

met in addition to carbon reduction. In addition, he feels Policy 5-1.1.9 should not mandate purchase of electric vehicles. Commissioner Weaver disagreed.

Discussion followed on mandating electric vehicles versus hybrid and gas-powered vehicles. Commissioner DeCiccio feels the city cannot mandate moving solely to electric vehicles, especially relating to fire trucks, but could include it as a goal. Commissioner Sullivan feels there should be general language about exceptions to electric vehicles other than life, safety or maintenance vehicles. Mr. Briggs said staff could provide a list of which vehicles should be electric.

Commissioner Weaver expressed concern about the policy being in place for the next seven years because every major automotive company is switching over to electric vehicles. Mr. Knight said the policy doesn't prohibit the commission, as part the budget policy every year, from establishing which vehicles are going to be electric or hybrid and spoke about cost benefit. Discussion continued on cost-benefit and advantages/disadvantages of electric vehicles. Mayor Anderson said is concerned with setting policy that includes mandates for one path. Commissioner Cruzada said language in 5.1.1.1 maintains flexibility as long as there is a cost benefit.

Mr. Briggs continued review of changes and the addition of sustainability policy for educational outreach, flood plain protection, and recreation and open space setbacks.

Commissioner Sullivan suggested the language on fertilizer should be stronger and the city should be proactive in its educational outreach. He spoke about algae growth on lawns that enter the lakes versus lawns that have a natural area 20-30 feet from the lake. Discussion followed on solutions to educate residents on fertilizer use, regulating contractors to require certification or registration if they want to fertilize within 100 feet of a lake. Commissioner Sullivan asked staff to develop and present recommendations on fertilizer regulations.

b. Annexation Strategy

Mr. Briggs said the commission decided to focus primarily on the "SoFA (South of Fairbanks Avenue) District since there is a greater chance for increased revenue to offset costs. The area includes the Formosa triangle, Kentucky/Oglesby and Lawndale/SoFA District north of Minnesota. He showed proposed annexation areas and explained uniqueness of each area, resident views and reluctance to voluntarily annex without knowing the entitlements. He said the commission can set a goal to annex the area but staff cannot move forward until a project has been proposed. He spoke about de-annexation and discussion followed on requirements for re-annexation. Mayor Anderson suggested a policy that prohibits de-annexation without a re-annexation agreement.

Mr. Briggs spoke said the city's priority is to annex the commercial properties along Kentucky Avenue. Staff's intent is to reach out to individual owners to see if 51% of residents support annexation before moving forward.

Regarding the Lawndale/SoFA area, Mr. Briggs said if the residents to the south vote for annexation, the city can annex the commercial properties to the north without consent. He spoke about challenges of the requirements for city-wide referendum and said the strategy would be to have two referendums. He noted Lawndale area residents are not enthusiastic about annexation and feels the city will need to communicate through an unbiased party to be successful in gaining resident support.

Mayor Anderson asked if the city's strategy should be to incentivize commercial and industrial properties to annex versus starting with residential. Mr. Briggs said staff is being proactive with the SoFA district bringing forward new entitlements to incentivize existing owners to upgrade the area. Staff will provide maps separating the areas to move forward with separate referendums and the city will need an agent to go into community to gain support for annexation before going to through time and expense of referendum. Mr. Knight noted there is a very short time frame to determine support to place a referendum on the March ballot and discussion followed.

Mr. Briggs spoke about stormwater issues and increasing retention for the area. Mayor Anderson suggested pausing the annexation discussion on this area until after CRA discussions and look at incentives for commercial property annexation. Agreed by consensus.

Discussion was held on resident comments on the stormwater fees policy in the previous night's commission meeting including gravel driveways, building code mandates, percolation and water run-off into systems and current code language on calculation of fees which are based on percentage of pervious/impervious coverage.

Mayor Anderson asked for the purpose of stormwater, if the definitions are the same for approvals on pervious and semi-pervious driveways (like library parking area). Director of Public Works Charles Ramdatt said staff will research and provide guidance. Mr. Knight said adjustments can be made to the policy going forward and said there is an inconsistency between planning and stormwater calculations.

Additional Items brought forward and discussed:

- Stormwater Fees - Policy for single users on multiple parcels. (Will be a topic on the next commission meeting agenda).
- Assistance for residents on Kilshore Lane with gaining ownership of the street from previous owners who are now deceased. Mr. Knight said there is a process and is best addressed by the city attorney. Discussion followed on options due to needed road maintenance such as assessments and needed easements.
- Resident support to increase park acreage from 10 to 12 acres per 1,000 population.

- Parks Master Plan is outdated. Mr. Knight said the 5-year capital plan includes creation of a new Parks Master Plan. Ms. del Valle said funds have been allocated to update the plan externally in the next 2-3 years.

Mayor Anderson asked for an update on Kilshore lane at the next meeting. Mr. Knight will look at options and suggested city wait until expansion of the CRA is determined for improvements. Commissioner Weaver suggested fixing the potholes for public safety (FD access). Discussion followed on improvements on private roads in the city and status of CRA expansion/extension.

3) Adjournment

The meeting adjourned at 3:12 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date September 27, 2023
prepared by Rebecca Watt	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approve the following piggyback contracts:

item list

1. Office Depot, Inc. - City of Tamarac/OMNIA Partners Contract #19-12R - Office Supplies, Products & Related Services; For goods on an as-needed basis during the term of the Agreement through October 13, 2027; Amount: \$80,000
2. Sweeping Corporation of America - Sourcewell Contract #062421-SWP - Facilities Maintenance Services; For services on an as-needed basis during the term of the Agreement through August 8, 2025; Amount: \$250,000
3. Lytx, Inc. - GSA Contract #GA-35F-0623S - Video Subscription Services for Fleet Vehicles; For services on an as-needed basis during the term of the Agreement through July 15, 2024; Amount: \$100,000

motion / recommendation

Approve items as presented and authorize Mayor to execute.

background

1. The City of Tamarac, in partnership with OMNIA Partners, issued a formal solicitation to award this contract..... extending for an additional 4-year renewal.
- 2.-3. The Cooperative Purchasing Agency (Sourcewell and GSA) issued a formal solicitation to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.

ATTACHMENTS:

[Sweep America Contract 062421.pdf](#)

ATTACHMENTS:

[RFP and Addendums-Fac. Maint.-062421.pdf](#)

**Solicitation Number: RFP #062421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sweep America Intermediate Holdings, LLC, 4141 Rockside Road, Suite 100, Seven Hills, OH 44131 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

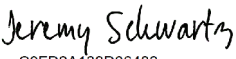
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

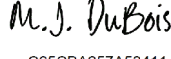
22. CANCELLATION

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


Sourcewell

Sweep America Intermediate Holdings, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
8/5/2021 | 6:48 AM CDT
Date: _____

DocuSigned by:

By: C65CBA257A53411...
M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
8/4/2021 | 10:19 AM PDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
8/5/2021 | 6:57 AM CDT
Date: _____

RFP 062421 - Facilities Maintenance Services

Vendor Details

Company Name: DuCo, LLC
Address: 1079 Tamiami Trl N
#350
Nokomis, Florida 34275
Contact: MJ DUBOIS
Email: mjdubois@ducollc.com
Phone: 410-924-1004
Fax: 410-924-1004
HST#: 81-1963530

Submission Details

Created On: Thursday May 06, 2021 10:06:15
Submitted On: Wednesday June 23, 2021 08:25:49
Submitted By: MJ DUBOIS
Email: mjdubois@ducollc.com
Transaction #: 283ad96f-1d25-45df-bb9f-63468354624b
Submitter's IP Address: 47.201.57.209

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Sweep America Intermediate Holdings, LLC EIN: 62-1348993	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	All subsidiary entities are organized under Sweep American Intermediate Holdings, LLC. SCA Equipment LLC SaniTech Jet Vac Services LLC SCA of OH, LLC SCA Acquisitions, Inc. SCA of Georgia LLC SCA of SC, LLC Hy-Tech Property Services LLC Sweeping Corporation of America Inc. SCA Reilly Sweeping Inc. USA Services of Florida LLC Sweep A Lot Inc. SCA of IN LLC SCA of MI LLC SCA of CA LLC Sweeping South Inc. Accusweep Services Inc. Clean Sweep Inc. Total Asphalt Services LLC U.S. Sweeping Inc. Envirosweep LLC Envirosweep Specialty Services LLC SCA of MO LLC Morrisville Sweeping Inc. SCA Reilly Sweeping Inc. (PA) SCA Reilly Sweeping Inc. (MD) Reilly Sweeping Inc. (OH) Superior Sweeping Service Inc. C&J Parking Lot Services Inc. Buckeye Sweeping, Inc. Andrews Street Sweeping LLC Contractors and Municipal Sweeping Services, Inc. Cleanstreet LLC Miller Pacific Enterprises Inc. Jonset Corporation Cannon Pacific Services Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	SCA Sweeping Corporation of America - see attached certificate - OH	*
4	Proposer Physical Address:	4141 Rockside Road Ste 100 Seven Hills, OH 44131	*
5	Proposer website address (or addresses):	www.sweepingcorp.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Siragusa, Vice President 4141 Rockside Rd STE 100 Seven Hills OH, 44131 MSiragusa@sweepingcorp.com 469-265-1373	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>HISTORY & HERITAGE Sweep America Intermediate Holdings, LLC, doing business as SCA Sweeping Corporation of America (SCA), is the largest self-performing power sweeping services provider in the United States. With an emphasis on quality service and customer focus, they quickly became the nation's elite North America Power Sweeping Association (NAPSA) certified sweeping contractor. Although SCA was formed in 2017, their sweeping heritage began in 1960 with the founding of Contract Sweeping & Equipment in Columbus, Ohio.</p> <p>SCA can offer their customers a superior experience in sweeping services as well as an all-encompassing NPDES (National Pollutant Discharge Elimination System) storm-water plan with their sweeping and sewer JetVac solutions and best in class vehicles. Their reliable services have been trusted by municipalities, State Departments of Transportation, construction contractors and commercial, parking, and industrial properties throughout the mid-western, eastern and southern United States.</p> <p>Since February of 2017, SCA has completed 25 strategic acquisitions and look forward to continuing to identify inorganic growth opportunities in markets across the US. As of May 2021, SCA has 50 operating locations.</p> <p>MISSION STATEMENT To be the premier power sweeping services company in North America by providing safe, reliable and economical solutions to our customers while adhering to our core values.</p> <p>CORE VALUES:</p> <p>SAFETY: Our employees are empowered and responsible for the complete safety of themselves, our customers and the areas where we operate.</p> <p>SERVICE: We uphold an unwavering commitment in providing our valued customers the highest level of respectful, efficient and reliable service.</p> <p>INTEGRITY: Do the right thing, at the right time for the right reason. We keep our promises to our stakeholders - our customers, our communities and each other.</p> <p>GROWTH: We promote a collaborative work environment where our employees can make a difference and realize their full potential. Together the SCA team will drive our continued growth and success.</p> <p>OUR SAFE and HIGHLY QUALIFIED DRIVERS: To ensure the highest quality service, SCA is a drug free workplace. All SCA operational personnel must meet the following guidelines/requirements:</p> <ul style="list-style-type: none"> • Possess a current commercial driver's license and valid DOT medical card. • Pass a pre-hire drug screen, background check and physical. • Participate in random drug & alcohol screening • Allow annual review of their Motor Vehicle Record • Always wear an ANSI class three (3) safety vest • Participate in monthly safety meetings. • If an employee accumulates more than 6 points on their MVR in a 3-year period they are subject to immediate dismissal <p>Extensive job specific training is provided via equipment manufacturer's video, insurance videos, and hands-on training. A supervisor will ride with each new employee until they are proficient in the safety, maintenance, and operation of a street sweeper. SCA drivers are always required to adhere to traffic laws and are aware that offenses such as sweeping against the flow of traffic will result in disciplinary action up to immediate dismissal. All of their maintenance staff are factory trained and undergo additional training annually. Uniformed SCA personnel operate clearly identified sweepers which include the SCA company logo, phone number, operational location and US DOT number.</p>
10	What are your company's expectations in the event of an award?	SCA hopes to build on their present customer base by adding the ability to utilize an awarded Sourcewell Contract. An awarded contract will allow SCA to continue their company's growth, provide Sourcewell Members with impeccable service, allow Sourcewell members nationally discounted prices and open opportunities to SCA in the educational and non-profit markets.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Sweep America Intermediate Holdings, LLC (SCA) is a sound and stable company. Please see attached Certificates of Good Standing, Bonding Qualification, and Bank Letter. The Duns number for this entity is 08-095-4905</p> <p>SCA has many more Certificates of Good Standing and will be happy to provide any Member with this information.</p>
12	What is your US market share for the solutions that you are proposing?	Today, SCA is ten times larger than that of their closest competitor. It is hard to establish a market share for their services as it is a highly fragmented market with over 1,000 local companies across the United States. Many municipalities self-perform which makes market share tough to calculate. SCA is the only truly scaled sweeping self-performing sweeping services provider and their scale enables them to bring a higher level of sophistication creating numerous advantages relative to their competitors.
13	What is your Canadian market share for the solutions that you are proposing?	Today, SCA has no operations in Canada. SCA has an interest in expanding first into the Ontario area. If there becomes more interest among the Canadian Members, SCA will examine the opportunity to expand into other Canadian territories as well.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	SCA nor its parent company has ever filed for bankruptcy.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SCA is best described as a service provider with 50 locations across the United States. SCA employs a staff of over 1200 full-time team members that will be proving sales support and performing all services related to any awarded Sourcewell contract.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Sweeping Corporation of America and/or listed subsidiaries holds many Contractors Licenses in the following states (not limited to these states): AL, MS, LA, TN, MS, VA, TN, MO, LA,</p> <p>SCA or listed subsidiaries holds business licenses or business registrations in the following states (not limited to these states) VA, DE, NJ, PA, CA, IN, MO, OH, WV, SC, AL, GA, MS, AL, TN, KY, OK, MD, NC, RI, TX, FL</p> <p>SCA holds a Florida Department of Health Operating Permit</p> <p>If a member requires a specific license to do business, SCA is able to obtain that license.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither SCA nor any subsidiaries have ever been suspended or disbarred during the last ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>SCA has been consistently recognized by various third-party organizations across our footprint at the local, regional, and national level. They have included a few awards below. Although they appreciate the recognition, they feel as though the best measure of success is renewal and referral business from their current customers.</p> <p>Sweeping Company of the year by Pavement Maintenance and Reconstruction magazine in 2019</p> <p>WSA Sweeper of the Year in 2017</p> <p>East Tennessee Clean Fuel Fleet Award in 2019.</p> <p>NAPSA Certified Sweeping Company</p> <p>In addition to the above awards, SCA is also a proud member of the following trade and industry groups that have high standards for their members, especially the National American Power Sweeping Association which certifies companies for their service levels.</p> <p>60 Years of Sweeping Heritage National American Power Sweeping Association American Public Works Association Property Management Association National Association of Sewer Service Companies American Road and Transportation Builders Association</p>	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 37-40% of SCA's total sales are to DOT, County and Municipal customers for the last 3 years.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of SCA sales have been to non-profit and schools during that same time period.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>SCA does not hold any cooperative purchasing contracts.</p> <p>In the last year, SCA received over \$24 million in revenue with 13 state agencies covered by 67 contracts with the following states: AL, CA, FL, GA, LA, MD, MS, NC, PA, SC, TN, TX AND VA</p> <p>In the last year, SCA received over \$15 million of contracted revenue with over 325 local municipalities and counties across 18 states: AL, CA, DE, FL, GA, IN, LA, M, MI, MS, NC, NJ, OH, PA, SC, TN, TX AND VA.</p> <p>The prior two annual periods are comparable to the 2020 annual municipal sales volumes.</p>	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	SCA does not hold any GSA or Standing Offer Arrangements.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Groveport, OH	Walter Wagner See attached Letter	614-830-3910 ex 1402	*
City of Pharr, TX	Ignacio Amezcua See attached Letter	956-402-4231 ex 1199	*
Township of Fall, PA	Joseph Amao See attached Letter	215-949-9000 ex 281	*
Town of Brookwood, AL	Joe Barger See attached Letter	205-556-1300	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Georgia DOT	Government	Georgia - GA	Sweeping and Jet/Vac Services	\$2,817,000 to \$7,744,000 annually	\$13,054,669	*
Alabama DOT - Birmingham	Government	Alabama - AL	Sweeping Services	\$588,000 to \$1,764,000 annually	\$4,020,177	*
City of Memphis	Government	Tennessee - TN	Jet/Vacuum Services	\$492,906 to \$1,802,000 annually	\$3,940,819	*
Florida DOT - District 5 - Brevard	Government	Florida - FL	Sweeping Services	\$399,600 to \$1,132,000 annually	\$2,143,426	*
Florida DOT - District 5 - Orange	Government	Florida - FL	Sweeping Services	\$284,218 to \$874,824 annually	\$2,009,835	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	SCA has a fully-staffed sales force. There are 14 Regional Sales managers that provide coverage across all 50 locations in the United States. Those Regional Sales Managers provide support for all of SCA's lines of business. All Regional Sales Managers report to a Government Bid and Contract's Manager who reports directly to a Vice President of Sales.	*
26	Dealer network or other distribution methods.	There is no dealer network. There are 50 SCA locations. See attached for Map of locations and list of cities/states	*
27	Service force.	SCA employs over 1200 full-time team members throughout their 50 locations. SCA owns all of the equipment to be used in performing facilities maintenance services for Sourcewell Members.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>SCA's proprietary VSS technology allows customers to log into a custom cloud-based portal to visually see real-time and historical sweeping cycle data. This information can be easily exported for billing verification and reporting showing the customer's parking lots, streets and highways are being swept as they expect.</p> <p>SCA guarantees service satisfaction. If SCA does not complete the scope of work to the customer's satisfaction, they will redo the area in question. The response time is usually the same day and well within 12 hours. The service time will be completed within 48 hours.</p> <p>SCA provides GPS reports on completed sweeping cycles pursuant to the attached customer service flyer.</p> <p>Each SCA site will have a Regional Sales Manager and a Project Manager contact for each job. These contacts will be listed on the Sourcewell Quote that is presented to the Member.</p>	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>SCA is in business to self-perform facilities maintenance services, parking lot sweeping, street sweeping, Jet/Vacuuming, closed circuit TV pipe inspection and porter services. SCA is aggressively pursuing new business growth opportunities within North America, and a contract with Sourcewell supports their overall corporate strategy.</p> <p>SCA is continually expanding their network of locations and is willing to provide services in the areas of their current locations. SCA is also willing to provide services nationally beyond their current locations.</p> <p>See the attached Advertising in the Municipal Magazine recently published.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>SCA does not have any operations currently in Canada. SCA is continually expanding their network of locations and is willing to provide services in Canada where able.</p> <p>SCA is open to expanding into Canada.</p>	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SCA will cover all of the United States. SCA will cover parts of Canada, specifically in the Ontario area.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entity sectors that SCA will not cover fully.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SCA will participate with Hawaii, Alaska and other US Territories. There will be fees for equipment mobilization where there is no local presence. The fees will be to cover costs of equipment transportation. This will not be a profit center for SCA. All applicable charges will be discussed in the quote process prior to any Member issuing a Purchase Order.	*

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>SCA has an integrated marketing strategy that utilizes both traditional and non-traditional marketing channels to drive leads and convert prospects. The majority of their marketing efforts are digitally focused and utilize the following primary strategies to identify new prospects, leads, and opportunities.</p> <p>See attached examples of electronic marketing flyers.</p> <ol style="list-style-type: none"> 1. Search Engine Optimization (SEO) 2. Search Engine Marketing (SEM) 3. Customer Segmentation Analysis for Targeting 4. Sales Playbook, Sales Manual and Sales Pitch deck developed and utilized by SCA's sales team. 5. B2B direct marketing strategies (Integrated) <p>In addition to the above strategies, SCA also utilizes direct sales strategies working with our 14 Regional Sales Managers (RSMs) located across the footprint as well as their Site and General Managers that are our customer's primary contact for any work to be completed.</p> <p>SCA will train all of their sales staff with the assistance of MJ DuBois, Contract Administrator, and make use of Sourcewell's available employees, extensive collection of vendor support materials. This training will be accomplished both by group sales meetings and one-on-one virtual meetings. MJ DuBois has been training in the marketing and sales of Sourcewell Contracts for over ten years with an abundance of success.</p> <p>SCA will take an aggressive approach to marketing Sourcewell. SCA will include Sourcewell Logos in their service brochures and on their website. SCA will want their customers to immediately know that they have a Sourcewell Contract available for their utilization whether they are a member or want to become a member. In order to further ensure that SCA is fully marketing the value of Sourcewell, SCA will encourage their sales staff to attend regional Sourcewell training sessions as well as utilize their assigned Sourcewell Vendor Development Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.</p> <p>See attached ads recently published in Municipal Magazine.</p>
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>SCA has invested heavily over the last 6+ months in marketing technology and resources. Below is a short list of some of the tools SCA utilizes to track performance of all of their marketing efforts.</p> <ol style="list-style-type: none"> 1. Sisense – Periscope - A data visualization tool that allows us to build a dashboard to better analyze all the digital marketing metrics from our ad campaigns. 2. Salesforce - A customer relationship management (CRM) tool to optimize the sales and reporting processes. 3. Asana - A project management tool SCA uses as a team to ensure they are not forgetting about any specific tasks related to the 30+ projects they are working on at any time. 4. Trello - An online, list-making tool that allows for team collaboration and task tracking 5. FlipHTML5 - An online flipbook tool that allows SCA to convert PDFs to embedded HTML documents with interactivity and full engagement tracking 6. Visme - An online design tool that allows SCA to internally develop all different types of marketing communications. From info-graphics to social media promotions to full advertisements. <p>SCA has made significant investments in third-party consulting firms in 2021 that are experts in digital marketing.</p> <p>Voglio – Digital Marketing & Advertising Perception Builder – Website Optimization Scaling Innovations – Customer Segmentation Analysis Aggregate Insights – Sales Strategy Planning and Implementation</p> <p>Recent results of SCA strategies include: SCA has seen a 39% increase in Google 1st position rankings from January to April 2021. From January 1 – Feb. 28 vs. March 1 – April 30, web leads have increased by 54%. SCA's current Return on Ad Spend (ROAS) is 16:1. For every \$1 of advertising they are spending, they are generating \$16 of net new revenue. (Anything greater than 4:1 is considered successful.) SCA's revenue per lead is 1,694% greater than their cost per lead.</p>
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell knows how to promote their contracts! SCA believes that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell sales. The basis of SCA's longevity is service-rated and Sourcewell is well aware of this concept.</p> <p>SCA is firmly committed to the Sourcewell contract buying concept and is in agreement that it is the way of the future. SCA will create sessions at their National Sales Meetings dedicated solely to Sourcewell sales education and training. These sessions will include how to properly sell, using any contract award, question and answer periods, and testimonials about SCA success stories with the contract.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SCA's services will not be available through an e-procurement order process as each customer site is different and will need to be viewed by a Regional Sales Manager prior to quoting.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	SCA will not provide training as a part of the scope of this contract. SCA will provide services; no equipment is to be used by the Member.

39	Describe any technological advances that your proposed products or services offer.	<p>VERIFIED SWEEPING SERVICE®</p> <p>SCA is the only sweeping company to offer the proprietary Verified Sweeping Service® (VSS). Their proven state-of-the-art VSS portal allows their customers to confirm that specific Geo-fenced areas (contracted segment of parking lots/roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into our active contract and will be able to view agreed to Geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work-order completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services</p> <p>All equipment used by SCA in the course of completing Member's Job Orders comply with the latest EPA emission standards.</p> <p>SCA's new equipment purchases consist of the following types of equipment that far exceed industry standard and are considered far superior due to their technological advances:</p> <p>M6 AVALANCHE (MECHANICAL SWEEPER) 5-Yard Mechanical Sweeper</p> <p>The Schwarze M6 Avalanche™ is earning its reputation as the premier heavy duty mechanical broom sweeper in the American marketplace.</p> <p>The versatile Schwarze M6 Avalanche sweepers offer many of the design innovations that have become the Schwarze® hallmark. The Schwarze® Easy Change Conveyor System makes it a breeze to repair or replace a conveyor. Or go from a squeegee type to a belt type conveyor on the same machine. The free float, impact resistant, drag shoes take lateral impact from milling cuts, manhole covers and curbs and flexes back into place.</p> <p>Elgin - Broom Bear (MECHANICAL SWEEPER)</p> <p>Rugged and made to last, the Elgin® Broom Bear® four-wheel mechanical (broom) sweeper is the most efficient on the market. Mounted on a commercially available conventional or cab-over chassis with fully dualized controls (single-steer optional) and an intelligent single-engine design that utilizes the chassis engine to power the sweeper. The Elgin Broom Bear features a large hopper and water tank, which means more productive sweeping time. Single-engine design keeps maintenance or the need for replacement sweeper parts to a minimum. A variable dumping height and 11" (279 mm) of hopper side-shift ensures easy dumping. This sweeper is available with your choice of squeegee or no-jam belt conveyor systems, depending on the application requirements. The short wheelbase, large brooms, and dual mode air suspension system make the Elgin Broom Bear ideal for sweeping in both congested urban areas and far away rural locations. The Elgin Broom Bear is available as an optional alternative fuel sweeper including compressed natural gas (CNG).</p> <p>Nitehawk Sweepers - Osprey II – Regenerative Air Sweeper for Low Profile Applications (Parking Decks/Garages)</p> <p>The next generation Osprey II is engineered to perform in the most diverse operating environments. Built on a low profile conventional chassis, this sweeper can excel in any location. 35 years of inspired design and field testing have culminated in the best-in-class sweeping performance of the Osprey II. The advanced hydraulic system has the power to sweep anything you throw in front of it. Reliable quiet operation lets you clean where no other sweeper can. Powerful, silent and efficient. There is simply nothing else like it.</p> <ul style="list-style-type: none"> • Advanced Hydraulics –Generate power and reliability where you need it most • "Stealth Sweeping" System – Single engine hydraulic design delivers the quietest performance of any sweeper • 5 year warranty – longest warranty of any sweeper manufacturer • Lowest Cost of Operation – No auxiliary engine delivers performance with efficiency • Customized Application – Passenger side brooms, specialized cameras, custom paint - we can build your perfect unit • Innovative Controls – User friendly controls customized for operators • Longevity – NiteHawk has been producing sweepers for over 45 years. • Support – full service dealerships and factory support throughout the US. • Driver Friendly – Simple operation, training and No CDL requirement. <p>Sewer Equipment Co. of America</p> <p>MODEL 900 ECO COMBINATION SEWER CLEANER</p> <p>Sewer Equipment Co. of America introduces the Model 900 ECO Combination Sewer Cleaner truck. The 900 ECO utilizes proven technologies to deliver a machine with a simplicity that is unequaled in the combo jet vac truck industry. The Model 900 ECO operating platform offers the best in class fuel efficiency and noise reduction for operator safety.</p> <p>It all starts with our patented "Hydro Drive" powertrain system. The Hydro Drive powers the pump and blower in addition to the auxiliary hydraulic systems. When you are ready to work, simply put the truck in neutral and apply the parking brake and exit the cab while the combo truck remains in neutral and power is taken directly from the chassis engine, assuring operator safety during operation, as there is no transfer case to slip into gear.</p> <p>The simplicity at the operator's station begins with the flip of one switch: Work Mode. The operator can utilize the remaining three switches (water pump, blower, and throttle) to go to work with ease. What's more, there are no special sequences required, that's it! Additionally, simplicity continues with the use of 12-volt electrical switches, relays, and solenoids throughout the truck, making it easy for mechanics to run diagnostics and maintain the equipment. Moreover, no special laptops or software programs required; all you need is a simple test light and a hydraulic pressure gauge.</p> <p>CUES – Sewer and Pipeline Inspection Systems</p> <p>CUES PRE-BUILT MAINLINE AND LATERAL INSPECTION VEHICLES</p> <p>CUES TV/LAMP (mainline and lateral probe) inspection vehicles to help locate electric lines, water lines, gas lines, sewer lines, and other pipes in the path of boring machines to avoid penetrating or damaging the pipes. Prior to the initiation of horizontal boring, use the CUES TV/LAMP truck system to perform pan and tilt inspections of the mainline sewer pipe while viewing and locating lateral services. CUESTV LAMP vehicles can include a variety of inspection equipment based on your specific needs. Trucks include state of the art Evolution Interior III, featuring an ergonomic design to achieve ease of operation, safety, and convenient storage to produce the most efficient, rugged, and reliable system in today's market</p> <p>Safety Technology - Scorpion II® TMA Truck Mounted Attenuator</p> <p>After 17 years on the road, over 2,000 documented impacts, and thousands of lives saved across the globe, the Scorpion TMA's Patented design is the safest and most reliable Truck Mounted Attenuator available today!</p> <p>The Scorpion II TMA consists of strut and cartridge sections that are linked together on a support frame. This open cartridge design reduces wind resistance and increases fuel efficiency when deployed on the job site and when traveling at highway speeds. Each energy absorbing cushion has an Aluminum honeycomb core that is enclosed by aluminum powder coated box module that provides maximum durability and longevity. The Scorpion II is equipped with omnivolt LED brake, directional, signal and running lights to further enhance advanced warnings to drivers.</p> <p>When impacted, the Scorpion's modular design crushes in progressive stages, which reduces the impact forces on the vehicles occupants and results in lower repair costs and easy parts replacement. The curved side rails are made from corrosion resistant aluminum tubes and offer full width impact protection along the entire length of the Scorpion II by safely redirecting the impacting vehicle away from the deadly "coffin corners" at the rear of the truck. Unlike the Scorpion II, most other manufacturers Crash Attenuator models have little or no side-angle impact protection</p> <p>The Scorpion II TMA is the world's first Truck Mounted Attenuator eligible for MASH, TL-3 tested at 62.5 mph (100 kph); see FHWA Eligibility Letter CC-132 for details.</p>
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40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a certified Sweeping Company by the North American Power Sweeping Association, SCA has met all their criteria (partial list below).</p> <ul style="list-style-type: none"> • Certified Members shall agree to comply with all local, state and federal regulations in regard to the proper disposal of sweeping debris. • Certified Members shall provide to customers proof of proper disposal methods upon request. <p>A Commitment to Excellence The definition of quality is conformance to requirements. NAPSA established the industry standards for properly and professional operation of a power sweeping business. Approved by the American National Standards Institute, the NAPSA/ANSI Power Sweeping Standard (PSS1000-2018) defines the procedures professional power sweeping companies endeavor to implement to provide quality services to their customers. By implementing and adhering to the Power Sweeping Standard, companies can reduce their legal exposure while increasing employee satisfaction and retention. NAPSA's Power Sweeping Standard – 2018PPS1000</p> <p>All equipment used by SCA in the course of completing Member's Job Orders comply with the latest EPA emission standards.</p> <p>In addition, SCA works closely with our procurement partners to identify suppliers that are focused on sustainability and develop their products with this in mind. Below are highlights from one of our primary vehicle suppliers:</p> <p>Schwarze The Schwarze machines that SCA utilizes are certified on the California South Coast Air Quality Management District Rule 1186 – Less-Polluting Sweepers. SCAQMD Rule 1186 requires local governments within the South Coast Air Quality Management District to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186). Various SCAQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information. The SCAQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. This standard that was set in Southern California is now nationally recognized as a standard when purchasing sweepers.</p>	+
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	SCA is a certified Sweeping Company by the North American Power Sweeping Association.	+
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>SCA is not a WMBE, SBE or veteran owned business.</p> <p>SCA will utilize a Small Woman Owned Business, DuCo, LLC to administer, track, and report any awarded Sourcewell Contract. SCA committed to hiring Veterans and Personal with Disabilities in our hiring practices.</p>	+

43	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>SCA Competitive Advantages</p> <ol style="list-style-type: none"> 1) Largest sweeping company in the US, 50 locations, 20 states 2) Scale - "Hometown hustle with national muscle", Extensive fleet of back up vehicles to maintain service 3) Safe - Dedicated personnel for training and coaching, 44 different training programs, DriveCam™ by Lytx, Low reputational risk both professionally to the decision maker and to your organization 4) Experts - In different sweeping technologies and services including: air, broom, and sewer cleaning 5) People - Full HR function plus dedicated team of recruiters to maintain and grow staffing levels to support all sizes of contracts, Employer choice equals better quality, Training, benefits and advancement (it is not a job, it is a career) 6) Efficient & Economical - High value at low cost 7) Dependable - We have a large fleet that continues to grow and the financial strength/capital to purchase more. SCA also has the newest fleet – which reduces down time 8) Low Risk - Low reputational risk for the decision maker and organization, VSS – SCA's new proprietary Verified Sweeping Service® tool that shows real time sweeping cycle data, Transparency into our contracted activities 9) Best Technology - Tablets in all trucks that integrate multiple performance tools, VSS® (Please see below), GPS, Maintenance-enabled tech <p>SAFETY</p> <p>To enhance equipment visibility and the safety of the traveling public all SCA sweepers and follow trucks include the following: backup camera, a 360-degree rotating beacon on the front of the vehicle, LED marker and taillights, work lights, reflective tape, multiple strobe lights, and slow-moving vehicle signs. SCA Regenerative air sweepers are equipped with ICC bumpers to provide under ride protection and utilize a crash attenuator (alpha 1000 or equal) for all sweeping operations that occur between dusk and dawn. SCA's mechanical broom sweepers and follow trucks possess a "48 X 96" Class C LED arrow board on the rear of the machine. Additionally, SCA follow trucks include a 62 MPH truck mounted attenuator for use on higher speed roads. SCA meets or exceeds all MUTCD guidelines for traffic control & safety.</p> <p>SCA operational personnel are furnished with all personal protective equipment such as first aid kit, gloves, safety glasses, dust masks, safety vests, flashlights, 10lb. fire extinguisher, etc. required for the performance of their duties. All company vehicles carry a copy of our Sweeper Equipment Fluid Release SOP and our Hazardous Material Spill Response Kits and Reporting SOP. These items are reviewed with operational personnel at each location on a regular basis.</p> <p>Safety is a priority for SCA managers and in an effort to enhance safety, their managers: perform quarterly vehicle inspections, hold formal monthly safety meetings, review driver accident procedures, review spill SOP, have daily safety talks with drivers, review work zone safety guidelines, require personnel to attend annual defensive driving courses, perform Pre/Post trip vehicle file audits, review driver safety rules, perform a quarterly road test with each driver, and perform random audits regarding traffic control. Periodically SCA's insurance company visits their operational facilities for safety inspections.</p> <p>SCA company policy states that if any operational personnel were involved in any type of accident or property damage the employee is to immediately notify their supervisor. SCA management would then contact the person involved to resolve the issue at no cost to the city and report the details to the appropriate city personnel. In the event SCA is involved in a vehicle accident the location supervisor and corporate safety manager will review and investigate the accident to minimize the chance of re-occurrence.</p> <p>SCA's highly trained professional operators, combined with SCA's reliable equipment, ensure they are prepared for any cleaning challenge. SCA guarantees they will exceed their customer's expectations!</p> <p>QUALITY ASSURANCE/QUALITY CONTROL</p> <p>SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect the work performed and schedule any needed corrections within 48 hours. SCA's quality goal is to remove 95% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Sourcewell entities. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Sourcewell entities with targeted scope and date, time completion goals.</p> <p>SCA will furnish daily reports to SourceWell entities (by 10:00 AM) reflecting route (from to location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Sourcewell entities personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Sourcewell entities in real time. Tracking information available includes but is not limited to the following:</p> <ol style="list-style-type: none"> a. Vehicle Identification b. Driver Identification c. Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off) d. Tracking Information (location, direction of travel, speed, stops) e. Route Playback (date/time from/to) <p>We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40 °F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice.</p> <p>VERIFIED SWEEPING SERVICE®</p> <p>SCA is the only sweeping company to offer their proprietary Verified Sweeping Service® (VSS). This proven state-of-the-art VSS portal allows their customers to confirm that specific geo-fenced areas (contracted segment of roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into their active contract and will be able to view agreed to geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work order completions. The VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services.</p>
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Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Describe any performance standards or guarantees that apply to your services	<p>SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect the work performed and schedule any needed corrections within 48 hours. SCA's quality goal is to remove 95% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Sourcewell entities. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Sourcewell entities with targeted scope and date, time completion goals.</p> <p>SCA will furnish daily reports to Sourcewell entities (by 10:00 AM) reflecting route (from to location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Sourcewell entities personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Sourcewell entities in real time. Tracking information available includes but is not limited to the following:</p> <ol style="list-style-type: none"> Vehicle Identification Driver Identification Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off) Tracking Information (location, direction of travel, speed, stops) Route Playback (date/time from/to) <p>We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40 ° F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice.</p> <p>SCA has the previously described VSS/GPS that they will show as proof that work was actually performed. Any customer can log into their own portal to see real time data. SCA will also guarantee that the customer is satisfied or they will re-do any work that the customer may not be happy with at no charge.</p> <p>For catch basin, pipe cleaning as well as CCTV work, SCA will clean and inspect the Member's pipe to the standards of the local municipality. For any service not performed pursuant to the local municipal standard, SCA will re-do the work at no additional charge.</p>
45	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>See above statements</p> <p>NAPSA (North American Power Sweeping Association) Certified (requirements below)</p> <p>Insurance:</p> <ul style="list-style-type: none"> Members shall agree to carry reasonable levels of liability insurance and provide customers a copy of certificate of insurance upon request. Members shall agree to carry worker's compensation insurance on all employees and require that all subcontractors comply with such rules. <p>Regulations:</p> <ul style="list-style-type: none"> Members shall agree to comply with all local, state and federal regulations in regards to the proper disposal of sweeping debris. Members shall provide to customers proof of proper disposal methods upon request. Members shall collect and pay all appropriate taxes, including all payroll, sale and fuel taxes. <p>Employees</p> <ul style="list-style-type: none"> Member shall agree to provide training for all equipment. Member shall continuously strive to provide employees with a safe working conditions. Members shall follow all state and federal laws in regards to compensation. <p>General:</p> <ul style="list-style-type: none"> Members agree to conduct their business with honesty, integrity and project a professional image in all endeavors. Members agree to be truthful and non-deceptive in advertising. Members agree to all proposals shall be complete and accurate in describing services/products rendered.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
46	Describe your payment terms and accepted payment methods?	Net 30 days. Payments may be made by Check, ACH transfer and wire transfer.
47	Describe any leasing or financing options available for use by educational or governmental entities.	There are no financing or leasing options for services to be provided in the scope of this solicitation.
48	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Sourcewell Member will contact an SCA Regional Sales Manager for an initial request for quote. The Regional Sales Manager will review the Member's requirements and, if necessary, will make a site visit to determine the estimated equipment and time involved for the project. The Regional Manager will contact SCA's HQ (Government Bid Manager) for tracking and estimation. The Government Bid Manager will then prepare a quote based on the Sourcewell Pricing, Terms and Conditions working with MJ DuBois. The Government Bid Manager will then send the Member the quote for review. The Member will then send a Purchase Order to SWEEPING CORPORATION OF AMERICA'S HQ for the project scheduling. SCA's Government Bid Manager will disperse the project to the correct location for fulfillment. The Government Bid Manager will forward any Purchase Order to MJ DuBois for proper Sourcewell Sales Reporting. The local Project Manager will complete the project and report back to HQ that the job is complete. Then SWEEPING CORPORATION OF AMERICAN will invoice the Member.
49	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See attached examples of SCA Parking Lot agreements and Other Service Agreements, these may or may not be utilized for Sourcewell Members.
50	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card is not accepted.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	It is SCA's intent to offer a percentage discount from the published labor rates to the Sourcewell Members on all of the services being offered. SCA's discount will be based on a percentage off of the profit-making portion of this award. SCA's intent is a simple percentage discount calculation. SCA will not discount costs of added items such as water, dump fees or equipment mobilization fees as these items are invoiced as a pass through (at cost) price to the Member.
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SCA is proposing a 3% discount from all their labor rates.
53	Describe any quantity or volume discounts or rebate programs that you offer.	There are no standard quantity or volume discounts as each service job is different.
54	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Related services labor rates will also be discounted at the same rate as the contract discount. Items invoiced which are considered "open market" will be invoiced at cost plus 20%.
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or administrative charges. Identify any parties that impose such costs and their relationship to the Proposer.	SCA will charge for Water used in the providing of services pursuant to local water costs, if customer does not provide it.. SCA will charge for disposal fees if the customer elects to have them transport and dispose of debris collect at a pass through price (weight ticket substantiated). Equipment mobilization and fuel may also be required based on customer location. SCA will quote these costs prior to any Member issuing a Purchase Order. SCA is the only party that would charge any of these fees. No third-parties will be billing these fees to any Member.
56	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	If SCA locations are within the member service area, there will be no mobilization charges. If the Member location is beyond the SCA regular service area, freight charges may apply. These charges will be disclosed at the quoting stage so each Member will be fully informed of freight charges prior to issuing a Purchase Order.
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see answer above. Any freight or mobilization fees are not profit making center for SCA. Costs will be at a pass through price.
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable for a service provider.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
59	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	SCA recognizes the value of the national volume this contract can offer and has discounted their prices accordingly.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Due to the unique nature of SCA's contract representation, SCA builds in an automatic audit process. DuCo, LLC, being the Contract Administrator and being involved in the Sourcewell quotation process, allows for this self-audit process. SCA will not have to rely on multiple report locations for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There will be no after-the-fact gathering of information required. DuCo will collaborate with the Government and Bid Contract's Manager on every quotation for the Sourcewell Member under the contract guidelines, terms and conditions. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, SCA will require the Purchase Order to reference the contract number. The Purchase Order will be copied to DuCo. This process makes it clear for all personnel to recognize that it is a Sourcewell Contract Sale. The sale, when received, is booked and accounted for on a Sourcewell sales spreadsheet. This makes the end of quarter reporting complete and on time.</p> <p>As a secondary check, when SCA receives a payment for a complete job, SCA will verify the contract used in the purchase. This ensures the correct accounting for the sale on a second level.</p>
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>SCA values the ability to service Sourcewell Members with their services. In order for SCA to ensure they are providing a product that Sourcewell Members want, SCA will be evaluating the sales, Quarterly and Annually, to ensure growth. SCA will respond accordingly to specific regional performance through sales training as well as participation in Sourcewell training classes.</p> <p>SCA is expected to increase their sales each year. SCA operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal.</p>
62	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SCA will pay a fee of 1% for services performed. The 1% will not be calculated on costs such as water used, mobilization if applicable, and dump fees which are pass through prices.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>SCA will provide facility maintenance services such as:</p> <ul style="list-style-type: none"> Porter Services Litter Pickup Power Washing Parking Lot Sweeping Street Sweeping Catch Basin Cleaning Pipe Cleaning TV pipe inspection <p>See attached detailed examples of Scope of Work provided.</p>
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Street and highway sweeping services.</p> <ul style="list-style-type: none"> Pipe Cleaning Services Catch Basin Cleaning Pipe Inspection Services Grease Trap Cleaning <p>See attached examples of Scope of Work or Other Services</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
65	Janitorial, custodial, housekeeping, cleaning, and sanitizing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Porter Service, Litter Pickup, power washing, catch basin cleaning, TV pipe inspection, grease trap cleaning and storm/sewer/water pipe cleaning.
66	Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Landscaping, snow removal, grounds maintenance, catch basin cleaning, storm water retention system cleaning, parking lot sweeping, road sweeping, highway sweeping.
67	Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
68	Management, administration, labor, personnel, tools, equipment, supplies, and technology related to or incidental to offering solutions described in Line Numbers 65 - 67 in Table 14B	<input checked="" type="radio"/> Yes <input type="radio"/> No	Management of all of the above services. Including suggested maintenance schedules.

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	Describe your staffing recruitment, selection, and retention capabilities for participating entities at various stages of facilities maintenance or management services outsourcing (initial implementation, provider transition, hybrid service model, etc.)	SCA takes a structured and standardized approach to recruiting, candidate selection and employee retention to ensure they have a ready flow of qualified, trained employees to perform at the highest levels for their customers. Their recruiters deploy a wide variety of in-person and automated techniques (community outreach, AI pre-screening programs, skill-based assessments to name a few) to continuously source applicants and fill their pipeline through the most challenging talent acquisition times. SCA maintains robust screening and on-boarding processes to ensure compliance with DOT and other regulations, while ensuring the candidate experience is a positive and interactive one. Once employed, SCA engages their employees in a wide variety of ways to continuously monitor job satisfaction, ensuring they identify and address any concerns early. SCA's goal is to continuously improve retention and satisfaction of their workforce through clear communications, promotional opportunities, and a well-rounded benefit and pay program.
70	Describe your process for development of participating entity statements of work, service levels, quality control plans, and performance standards (as applicable).	SCA has extensive experience working with municipalities and other entities in creating custom statements of work, service levels, quality control plans, and performance standards. Our Regional Sales Managers will work with participating entities personnel to educate and discuss a thorough work scope and quality control plan to ensure expectations are being met for all facets of the project(s). A wide range of options will be discussed so entities will know all the available options to them and they will be able to pick a service level plan that is tailored to their needs based on their requirements. From a quality control and performance perspective, SCA's proprietary VSS technology allows customers to log into a custom cloud-based portal to visually see real-time and historical sweeping cycle data. Information can be easily exported for billing verification and reporting showing streets and highways are being swept just as expected. Sweeping contracts can involve tens to hundreds to thousands of miles of roadways which can create challenges for inspectors to monitor and inspect. VSS solves this issue by providing real time and historical data such as location, miles swept, speed, and actual sweeping time.
71	Describe technology and software applications used for recordkeeping and reporting, and identify the ability to integrate with participating entity technology or software applications, as applicable.	VERIFIED SWEEPING SERVICE® SCA is the only sweeping company to offer the proprietary Verified Sweeping Service® (VSS). Their proven state-of-the-art VSS portal allows their customers to confirm that specific Geo-fenced areas (contracted segment of parking lots/roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into our active contract and will be able to view agreed to Geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work-order completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services. See attached information for more information.
72	Describe any procedures related to supplier-provided equipment, products, and supplies, and the ability to meet participating entity requirements (cost, inventory, sustainability, etc.).	SCA has preferred vendor status relationships with manufacturers such as Nitehawk (parking lot sweepers) and Schwarze Industries (street sweepers), where they get exceptional service and vehicle availability for any vehicle purchases. This allows SCA to increase their fleet size and mobilize equipment for a new contract faster than anyone else in the industry. SCA also has similar deals with Continental Tires for maintenance of their existing fleet. These relationships translate into lower costs for acquiring and maintaining equipment which allows for fleet expansion and sustainable coverage for Sourcewell members.
73	Describe any procedures related to participating entity-provided or supplier-acquired equipment, products, and supplies.	With the preferred supplier status relationships established, SCA receives priority when in need of new equipment, parts, and factory service. This allows SCA to increase their fleet size, keeps their equipment running and ready for superior response and service to their customers. SCA belongs to two (2) group purchasing organizations, Coretrust Procurement Group (office supplies, shipping, etc.) and Procurement Analytics (industrial parts for inventory) to allow SCA to team up with other companies to get volume discounts.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 - Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - SCA Services Pricing Sourcewell Pricing 6_22_2021.xlsx - Tuesday June 22, 2021 11:06:33
 - [Financial Strength and Stability](#) - Table 1 and 2 Rep DBA Certs Bond Bank.zip - Tuesday June 15, 2021 13:10:27
 - [Marketing Plan/Samples](#) - Table 4 and 5 Ads docs location csr svc testimonials (2).zip - Thursday June 17, 2021 11:14:13
 - [WMBE/MBE/SBE or Related Certificates](#) (optional)
 - [Performance Standards or Guarantee Information](#) - SCA Customer Service System VSS SLICK.pdf - Tuesday June 15, 2021 13:19:02
 - [Standard Transaction Document Samples](#) - Std Transaction Docs.zip - Tuesday June 15, 2021 13:11:45
 - [Upload Additional Document](#) - Table 14 Scope of Work.zip - Tuesday June 15, 2021 13:18:23

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

- I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:
1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
 11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, Sweep America Intermediate Holdings LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Facilities Maintenance Services_RFP_062421 Thu June 17 2021 05:05 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Facilities Maintenance Services_RFP_062421 Wed June 9 2021 04:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Facilities Maintenance Services_RFP_062421 Wed June 2 2021 08:48 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #062421-SWP**

THIS AMENDMENT is by and between **Sourcewell** and **Sweep America Intermediate Holdings, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Facilities Maintenance Services effective August 5, 2021, through August 8, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance of the Original Agreement is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 1/13/2022 | 8:35 PM CST

Sweep America Intermediate Holdings, LLC

DocuSigned by:
By: Matthew Spencer
Matthew Spencer 4908DE0993504BF...

Title: COO

Date: 1/13/2022 | 1:48 PM PST

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coquette
Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 1/14/2022 | 8:09 AM CST



RFP #062421
REQUEST FOR PROPOSALS
for
Facilities Maintenance Services

Proposal Due Date: June 24, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Facilities Maintenance Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 24, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	May 6, 2021
Pre-proposal Conference:	May 26, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	June 17, 2021, 4:30 p.m., Central Time
Proposal Due Date:	June 24, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 24, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Facilities Maintenance Services, such as services for the maintenance, cleaning, inspection, service, and repair of facilities for Sourcewell Participating Entities, including:

- a. Janitorial, custodial, housekeeping, cleaning, and sanitizing services;
- b. Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services;
- c. Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities); and,
- d. Management, administration, labor, personnel, tools, equipment, supplies, and technology related or incidental to the offering of the solutions described in Sections 1. a. – c. above.

2. The primary focus of this solicitation is on Facilities Maintenance Services for Sourcewell Participating Entities, and the related delivery of supplies and services. This solicitation should NOT be construed to include services for the maintenance or management of Sourcewell facilities.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #121218);
- b. Janitorial Supplies and Equipment with Related Services (RFP #101320); and,
- c. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121); and,
- d. Pest Management Services with Related Products (RFP #042821).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$75 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing, Percentage Discount from Catalog Pricing, Cost-Plus Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services, or a similar pricing schedule. Individualized percentage discounts can be applied to any number of defined product or service groupings. Proposers will be responsible for providing and maintaining current published MSRP (or similar pricing schedule) with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP. ** NOTE – for this solicitation, Percentage Discount from Catalog or

Category is construed to include a proposal for pricing on a percentage or points, above or below, an index or reference figure.

- c. **Cost-Plus Pricing** is pricing based on the actual cost incurred by the supplier in performance of the contract, or a stated price for equipment or products supplied by supplier, plus a specified amount of fee or profit.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



6/2/2021

Addendum No. 1

Solicitation Number: RFP 062421

Solicitation Name: Facilities Maintenance Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The Documents tab indicates that a pricing document is expected or allowable. We have a pricing model that will dictate costs in a uniform and predictable fashion. In the narrative responses, we lay out our pricing model in detail. Is a pricing spreadsheet required, or is a narrative description of the pricing model sufficient? If a spreadsheet is required or desired, would non-binding sample pricing that demonstrates our pricing model be acceptable or desirable?

Answer 1:

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on Pricing. In the competitive process, Sourcewell will not advise a proposer on the format of its proposal. However, a pricing document with the content selected by the proposer must be uploaded to successfully submit a proposal within the Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 062421 posted to the Sourcewell Procurement Portal on 6/2/2021, is required at the time of proposal submittal.



6/9/2021

Addendum No. 2

Solicitation Number: RFP 062421

Solicitation Name: Facilities Maintenance Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Why is the administrative fee a range of one to two percent? Why would this fee vary? In what categories would a flat fee be acceptable?

Answer 1:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry.

Question 2:

We just came across this RFP and have missed the Pre-Proposal Conference. Will we be able to submit a proposal or was the Pre-Proposal Conference a requirement?

Answer 2:

Refer to RFP Section V. A. – Pre-Proposal Conference, “Sourcewell will hold an optional, non-mandatory pre-proposal conference... Pre-proposal conference attendance is optional.”

End of Addendum

Acknowledgement of this Addendum to RFP 062421 posted to the Sourcewell Procurement Portal on 6/9/2021, is required at the time of proposal submittal.



6/17/2021

Addendum No. 3

Solicitation Number: RFP 062421

Solicitation Name: Facilities Maintenance Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Who is current incumbent on this contract? How long they have been serving? What was the previous spend on the contract?

Answer 1:

Sourcewell does not currently have awarded contracts resulting from a solicitation for facilities maintenance services.

End of Addendum

Acknowledgement of this Addendum to RFP 062421 posted to the Sourcewell Procurement Portal on 6/17/2021, is required at the time of proposal submittal.



City Commission **agenda item**

item type Consent Agenda	meeting date September 27, 2023
prepared by Rebecca Watt	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approve the following contracts:

item list

1. Credit Bureau Systems, Inc. - RFP13-20 - EMS Billing Services - Amendment 2; For services during the basis of the term through October 19, 2024; Amount: \$100,000
2. Jacobs Engineering Group, Inc. - RFQ17-10 - Continuing Engineering Services for Water-Wastewater Systems - Renewal; For services during the basis of the term through October 1, 2024; Amount: \$600,000
3. Metlife - FY24-1 - Group PPO Dental Benefits - Renewal; For services during the basis of the term through October 1, 2024; Amount: \$450,000
4. New York Life - FY24-2 - Life, AD&D and Disability Insurance - Renewal; For services during the basis of the term through October 1, 2024; Amount: \$350,000
5. Cigna Health and Life Insurance Company - FY24-3 - Medical Insurance Stop Loss & Administration - Renewal; For services during the basis of the term through October 1, 2024; Amount: \$1,325,000

motion / recommendation

Approve items as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued in FY20 and has been renewed in accordance to the original executed Agreement.
2. A formal solicitation was issued in FY10 and has been renewed in accordance to the original executed Agreement.
- 3-6. The City's Insurance Agreements are perpetual, and the funding has been approved in the FY24 budget.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date September 27, 2023
prepared by Rebecca Watt	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approval of the following formal solicitations:

item list

1. Ovation Construction Company, Inc. - RFQ20-23 - Repair and Construction Services (Projects Under \$300,000); Amount: \$1,000,000
2. Votum Construction - RFQ20-23 - Repair and Construction Services (Projects Under \$300,000); Amount: \$1,000,000

motion / recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1-2. A formal solicitation was issued on August 2, 2023, with responses due on September 7, 2023. The City received eight (8) responsive submittals. Staff reviewed and evaluated each submittal and is recommending award to the two (2) top-ranked firms.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date September 27, 2023
prepared by Rebecca Watt	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approve HIDTA Grant Pass-through Funding for FY 2024 in the amount of \$103,740.

item list

1. HIDTA Purchase Orders

motion / recommendation

Approve item as presented.

background

1. The City participates in a joint task force identified as HIDTA (High Intensity Drug Trafficking Agency). Much of the activity of HIDTA is confidential, and the information is exempt pursuant to several provisions of Florida law, including Section 119,01(2), Florida Statutes, relating to information revealing surveillance techniques and procedures, personnel involved in surveillance techniques and procedures, and criminal investigative techniques and procedures. The estimated HIDTA funding for our FY 2024 is \$103,740.00.

alternatives / other considerations

N/A

fiscal impact

No fiscal impact to be incurred by the City. All expenses related to HIDTA activity shall be paid by grant funding awarded to HIDTA by the Federal Government.



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date September 27, 2023
prepared by Jeffrey Briggs	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Temporary Use Agreement for Holler Hyundai

motion / recommendation

Staff recommendation is for approval.

background

The Holler Hyundai dealership at 1150 N. Orlando Avenue will soon be undergoing a major renovation transformation that will be displacing new car inventory and employee parking due to the construction and staging needed for those renovations and improvements. As a result, Holler Hyundai needs to find an off-site location for some of the new car inventory and employee parking. To that end, they have reached an agreement with the Orange County School Board to lease the vacant northern portion of the Winter Park Tech property at 901 W. Webster Avenue. See location map attached.

The zoning of the Winter Park Tech property is Public, Quasi-Public (PQP) which limits use to governmental/school type uses, which complicates a temporary use as an off-site parking lot for a commercial business. The City Attorney has advised that Winter Garden had a recent similar scenario that utilized a Temporary Use Agreement, as the vehicle to approve such temporary usage. That Agreement is attached.

The Agreement would permit the use for up to 3 years. No commercial activity is allowed, just parking for overflow car inventory and employees. They will place a green wind screen on the inside of the existing perimeter fence to screen the view of the vehicles. There already exists a nice row of maple trees along the outside boundary of the site.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Aerial Location map for temporary parking.pdf](#)

ATTACHMENTS:

[Temporary Use Agreement 9-13-2023.doc](#)

OCPA Web Map

Florida Turnpike

Interstate 4

Toll Road

Major Roads

Public Roads

Gated Roads

Road Under Construction

Proposed Road

Brick Road

Rail Road

Proposed SunRail

Block Line

Lot Line

Residential

Agriculture

Commercial/Institutional

Governmental/Institutional/Misc

Commercial/Industrial/Vacant Land

Agricultural Curtilage

Hydro

Waste Land

County Boundary

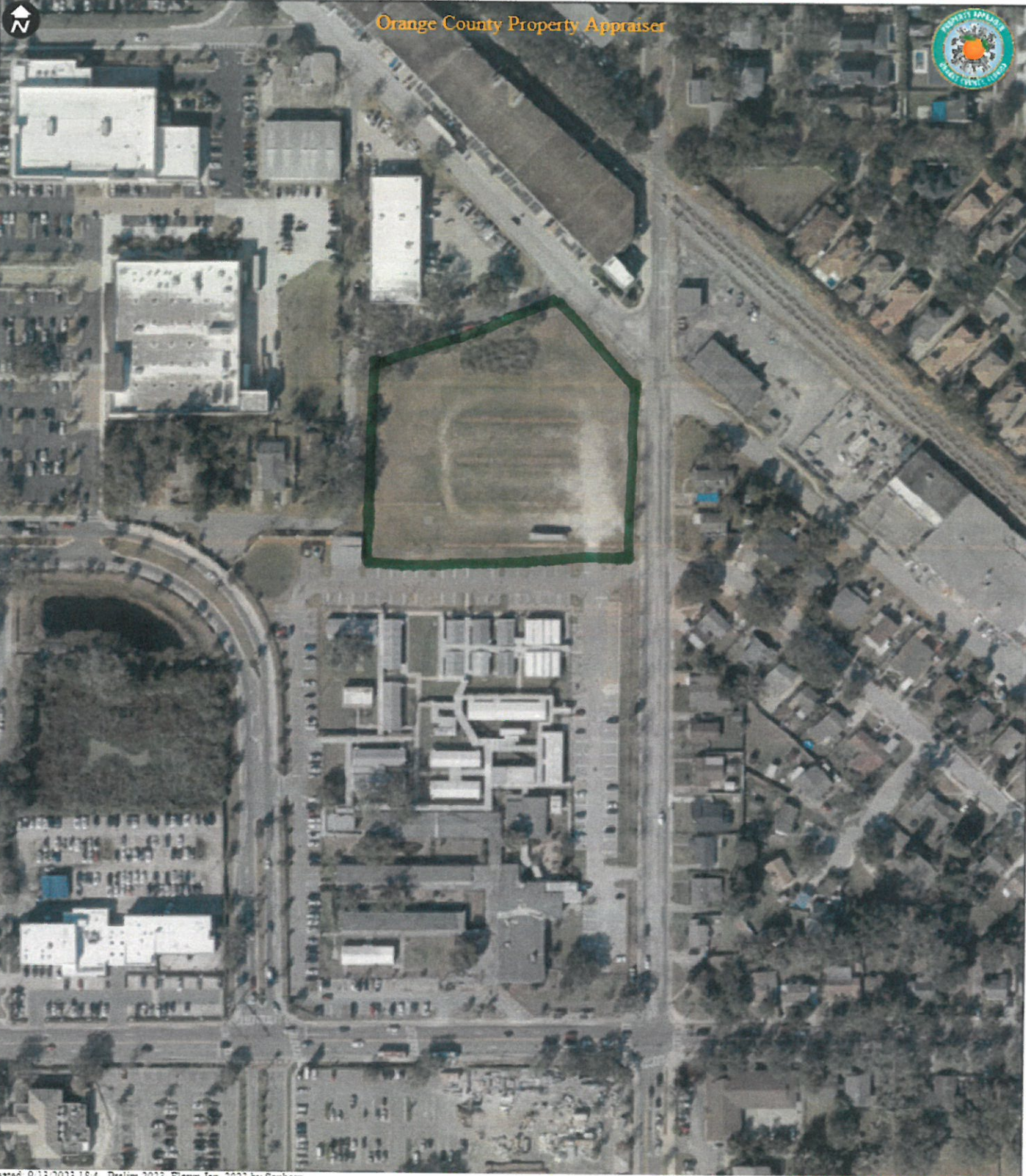
Parks

Golf Course

Lakes and Rivers

Building

Hospital



TEMPORARY USE AGREEMENT FOR THE WINTER PARK TECH PROPERTY
(901 W. Webster Avenue)

This TEMPORARY USE AGREEMENT (this "Agreement") is entered into on _____, 2023 by and between HWP Partners, LLLP, whose address is 1011 Wymore Road, Winter Park, Florida 32789 (the "Lessee") and the CITY OF WINTER PARK, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (the "City").

WHEREAS, the Lessee desires to rent and use the northern portion of the Winter Park Tech property at 901 W. Webster Avenue, (the "Property"); owned by the Orange County School Board for temporary use for up to three (3 years) which may be extended if mutually agreed to by both parties, as parking for employees and car sale inventory while the Holler Hyundai dealership undergoes major renovations; and

WHEREAS, the Property is currently designated on the Comprehensive Plan Future Land Use Map as Institutional and has a PQP zoning designation; and

WHEREAS, the future land use and zoning of the Property does not permit use as a parking lot for a commercial use; and

WHEREAS, the City and Lessee desire to permit such use on a temporary basis subject to conditions of approval; and

WHEREAS, the City is willing to allow Lessee's proposed temporary use of the Property in accordance with the conditions and requirements of this Agreement.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and the City agree as set forth herein.

1. Subject to having valid approval from Orange County Public Schools for use of the Property, Lessee will be allowed to use the Property as outlined above temporarily (sometimes herein called "Temporary Use") from the Effective Date of this Agreement until December 31, 2026 ("Temporary Use Period"), provided the Lessee complies with all terms and conditions of this Agreement. Further, in the event that Lessee's lease with Orange County Public Schools for use of a portion of the Property terminates or expires for any reason, the Temporary Use shall terminate and expire.

2. There shall be no retail sales or use of the Property for customers to view the new vehicle inventory and no customers or retail end users shall be permitted on the Property. The Lessee's use of the Property shall be confined to the northern unpaved portion of the Property.

3. In consideration for approval of this temporary use, the Lessee agrees to install and maintain screening on the inside of the existing fence, similar to that done for construction fencing, in order to screen such vehicles from view along Denning Drive and Solana Avenue. Such screening may be of a solid green color or may contain decorations and artwork but shall not contain any commercial messaging. Should such screening fall victim to graffiti, then Lessee agrees to replace (and not paint over) such screening upon notice from the City promptly within fourteen (14) business days of such notice.

4. Upon the termination of the Temporary Use Period, the Temporary Use shall immediately cease and the Lessee shall vacate the Property. Failure to timely cease Temporary Use Period or failure to comply with the conditions and restrictions placed on Temporary Use shall be a material default of this Agreement and a violation of the City Code of Ordinances, including without limitation, a violation of the PQP zoning code provisions and this Temporary Use Agreement.

5. Upon a default of any provision of this Agreement, the City shall have the right to terminate this Agreement, revoke, terminate, and enjoin the Temporary Use, cite and fine the Property and Lessee for code violations and exercise and pursue any and all legal and equitable remedies available to the City as provided by law. In the event code enforcement proceedings are brought by the City arising from or concerning the Lessee's violation of this Agreement or the City code or regulations, Lessee hereby consents, acknowledges and agrees that a reasonable time to correct the code violation(s) shall be a period of no more than ten (10) business days for violations that are not irreparable or irreversible in nature. The City shall be entitled to recover its attorneys' fees and administrative costs arising out or concerning any violation or default of this Agreement by the Lessee.

6. Except as expressly set forth herein, all development and use of the Property shall be in compliance with all applicable federal, state, county and municipal laws and ordinances, rules and regulations (including, but not limited to, the City's land development regulations, building codes, zoning requirements and

comprehensive plan). Nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development approval. Nor shall this Agreement be deemed to reduce, eliminate, derogate from or otherwise adversely affect any such approvals, permissions or rights. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City's Code of Ordinances and subject to any conditions of approval thereof.

7. Lessee shall hereby indemnify and hold the City and its elected and appointed officials, officers, employees and agents harmless from and against any and all claims, disputes, lawsuits, injuries, death, damages, attorneys' fees (including trial and appellate fees with attorneys selected by the City), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to: (i) the Temporary Use and the access, parking and storage of vehicles upon the Property; (ii) the Lessee and its respective officers', employees' and agents' negligent acts, negligent omissions, negligence, negligent misrepresentation and default under this Agreement or concerning the Temporary Use, or any combination thereof, arising from or related to the Lessee's exercise of (or failure to exercise) the rights or obligations of the Lessee under this Agreement; (iii) for the risks assumed by Lessee under this Agreement; and (iv) concerning the termination of the Temporary Use as set forth herein. Nothing herein shall constitute or be construed as a waiver of the City's sovereign immunity defenses and protections. This provision shall survive termination of this Agreement and expiration of the Temporary Use.

8. Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, the rights and obligations under this Agreement shall benefit, burden

and be binding upon the parties hereto and their successors in interest and assigns. The Lessee does not acquire or obtain any vested rights to the Temporary Use or to anything else under this Agreement.

9. If any part of this Agreement is declared invalid or unconstitutional by a court of competent jurisdiction, then this Agreement shall terminate, and the Temporary Use shall immediately cease. The laws of the State of Florida apply to this Agreement. This Agreement must be approved by the City Commission of the City of Winter Park, otherwise this Agreement shall be null and void and of no force and effect.

10. This Agreement shall become effective upon execution by all parties on the date signed by the last of the parties (the "Effective Date").

The parties hereby agree to the terms and conditions as stated above.

Lessee

HWP Partners, LLLP

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me ☐ in person or ☐ by online notarization this _____, 2023 by _____ of HWP Partners, LLLP. He (check one) ☐ is personally known to me, or ☐ has produced a valid driver's license as identification.

Notary Public, State and County Aforesaid

Printed Name: _____

My Commission Expires: _____

My Commission Number is: _____

CITY

CITY OF WINTER PARK

Randy Knight, City Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me ☐ in person or ☐ by online notarization this _____, 2023 by Randy Knight as City Manager of the City of Winter Garden. He ☐ is personally known to me, or ☐ has produced a valid driver's license as identification.

Notary Public, State and County Aforesaid

Printed Name: _____

My Commission Expires: _____

My Commission Number is: _____



City Commission agenda item

item type Millage Rate and Budget Public Hearings 5:00 p.m. or soon thereafter	meeting date September 27, 2023
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Ordinance 3282-23 - adopting millage rates for the FY 2024 budget. (2nd reading)

motion / recommendation

Approve operating millage rate at 4.0923 mills and debt service millage rate at 0.2379 for the General Obligation Bonds (Library/Events Center), Series 2017 & 2020.

background

The proposed FY 2024 General Fund budget was prepared assuming the operating millage rate would be kept at its current level of 4.0923 mills. Because property valuations increased, the proposed property tax levy represents an almost 11% increase from FY 2023. The city's tax rate has been held constant for the last 15 years and the overall combined millage rate will decrease due to the reduction in the debt service millage.

A tentative operating millage rate of 4.0923 was approved by the City Commission on July 26. This rate sets the maximum level that the Commission could set the millage rate at during the budget approval process without having to undergo an extensive noticing process. All property owners received a Notice of Proposed Property Taxes from the Orange County Property Appraiser in August that was based on the tentative rate. This notice also advised property owners of this first public hearing on millage rates and the budget.

The rolled-back rate, represents the millage rate that would generate the same level of property tax collection revenue the prior year, excepting growth due to an inflator and new construction. The rolled back rate would be 3.7633 mills.

Below is a table of the implications to the General Fund of adjustments to the millage rate:

Rate Level	Mills	Change from Current	Net Change to GF Revenue	Contingency Balance
Current Rate	4.0923	-	-	106,390
Rolled-Back Rate	3.7633	(0.3290)	(2,328,325)	(1,686,875)

Note: The Net Change to GF Revenue takes into account that any increase in millage would increase the GF transfer to the CRA, and any decrease would reduce it.

Any reduction in projected property tax revenues would require a corresponding reduction in General Fund budget appropriations.

alternatives / other considerations

N/A

fiscal impact

No fiscal impact unless the Commission chooses to change the operating millage rate from the 4.0923 mills level. Every 0.25 of a mill generates approximately \$2.05 million in annual property tax revenue. Property taxes account for 43% of General Fund revenue and any changes or slowdown in this revenue source will have significant impacts on operating service levels.

With the existing property tax rate, the city has a contingency of \$696k. This exceeds the budget policy which calls for one-half-of-one-percent (approx. \$400k) however it falls short of being able to expand the unencumbered reserves percentage as expenses have been growing faster than proportionate contributions to reserves. At the end of FY24, the city General Fund is expected to have just over \$19 million or about 26% unencumbered reserves as a percent of operating expenses. If the economy cools and inflation remains elevated, future budget years may see constriction in property tax revenue growth generated through the millage rate and will likely require close examination and prioritization of goals to make future budgets balanced.

ATTACHMENTS:

[Ordinance 3282-23 Millage_Ordinance_FY24.docx](#)

ORDINANCE 3282-23

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL
AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL
OPERATING EXPENSES OF THE CITY, AND A 0.2379 MILL VOTED
DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY
FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA
GENERAL OBLIGATION BONDS, SERIES 2017 & 2020.

WHEREAS, the Legislature of the State of Florida mandated a procedure for calculating the taxable value for each taxing authority by the County Property Appraiser and provided for the calculation of rolled back millage rate, and

WHEREAS, the City of Winter Park, Florida has made the necessary rolled back millage calculation as required by law and found it to be 3.7633 mills.

WHEREAS, the citizens of Winter Park approved the issuance of up to \$30,000,000 General Obligation Bonds, at the March 15, 2016 bond referendum.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 4.0923 mills, the same to be appropriated for the general operating expenses of the City in accordance with the budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024. In addition, that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 0.2379 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2017 & 2020.

SECTION 2. The above levy to cover general operating expenses of the City is three thousand two hundred ninety ten-thousandths above the rolled back millage of 3.7633 mills. Pursuant to State Statutes this levy represents an 8.74% increase in property taxes above the rolled back rate.

SECTION 3. The City Commission, after full, complete and comprehensive hearings and expressions of parties wishing to be heard, declares the tax levy to be reasonable and necessary for the immediate preservation and benefit of the public health, safety and welfare.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 27th day of September, 2023.

Phillip M. Anderson, Mayor

Attest:

Rene Cranis, City Clerk



City Commission agenda item

item type Millage Rate and Budget Public Hearings 5:00 p.m. or soon thereafter	meeting date September 27, 2023
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship Investment in Public Assets & Infrastructure	

subject

Ordinance 3283-23 - adopting the FY 2024 budget. (2nd reading)

motion / recommendation

Adopt the attached Ordinance setting forth the FY 2024 Budget and Five-year Capital Plan.

background

This is the second of two public hearings on the budget. A summary of the proposed budget is included as Schedule A. This will represent the 16th year that the City Commission has been presented with an annual budget with no change in the property tax rate.

The Assistant City Manager presented the proposed budget to the City Commission at the July 12, 2023, Commission Meeting. The Commission has discussed the budget at subsequent meetings. Based on those discussions the Commission and CRA Agency has reached consensus, or voted upon, the following changes to the proposed budget:

CRA Budget:

1. Added \$350,000 to support programming and expanded hours of operation at the Winter Park Public Library. This will be an annual operating expense and will become part of future CRA operating budgets when approved each year.
2. Added \$1.5 million for Stormwater Improvements within the CRA.
3. Deferred \$200,000 for capital connectivity improvements in favor of waiting for coordinated implementation projects as part of the Transportation Master Plan.
4. Reduced Contingency (-\$1.385,575) and utilized Fund Balance (-\$264,425) to cover the amendments to the CRA budget.

5. Reprioritized \$3.5 million in future CIP allocations to Stormwater Improvements, making the next three year's planned investment in the CIP equal to \$5 million.

General Fund Budget:

1. Revised revenues to match the latest estimates from the State of Florida for the Half-Cent Sales Tax, Communications Services Tax, Local Option Gas Tax, and Municipal Revenue Sharing. This resulted in an increase to expected revenues of \$551,790. This is a slight upward revision to the previously presented state revenue estimates as the state just updated sales tax and revenue share on 9/5/23 and this added an additional \$55k.
2. Set aside \$150,000 in the CIP as an anticipated matching amount for a grant for a Mead Garden Trails project.
3. Added a Construction Project Manager position to the Public Works budget for \$151,134.
4. Added a new Community Services Officer civilian position to the Police budget for \$113,000. This position is funded to start in April of 2024.
5. Revised the General Fund CIP to include a total of \$1.8 million in Multi-Modal Impact Fee funds in FY26 to make improvements to Aloma Avenue as part of the Transportation Master Plan and the Fix 426 initiative.

Given the changes above, overall contingency in the General Fund is now estimated at \$696,156.

There are no other changes to any of the proposed budgets.

These changes have been incorporated into the proposed budget and are reflected in Schedule A (attached).

alternatives / other considerations

A budget must be adopted by statute.

fiscal impact

The budget is balanced per statute.

ATTACHMENTS:

[Ordinance 3283-23 Budget_Ordinance_FY24.docx](#)

ATTACHMENTS:

[Schedule A - 1st Reading FY24 Ad.pdf](#)

ATTACHMENTS:

ORDINANCE 3283-23

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, COMMUNITY REDEVELOPMENT FUND, AFFORDABLE HOUSING TRUST FUND, MULTI-MODAL TRANSPORTATION IMPACT FUND, FEDERAL FORFEITURE FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUNDS, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2023; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. The annual budget of the City of Winter Park for the fiscal year beginning October 1, 2023 and ending September 30, 2024 as set forth on Schedule A attached hereto and by reference made a part hereof, is hereby adopted and approved after full, complete and comprehensive hearings and in consideration of the expressions of all parties concerned. It is hereby declared that said budget represents and presents the judgment and intent of the City Commission as to the needs and fiscal requirements of the various departments of the City government for the next ensuing twelve-month period.

SECTION 2. There are hereby expressly appropriated out of anticipated revenues and funds available for such purposes and not otherwise appropriated, the funds and monies necessary to meet the appropriations set forth in said budget. It is hereby declared that the funds available are those in excess of the amount required by law to be held by the City of Winter Park.

SECTION 3. The budget approved by this ordinance may be reviewed by the City Commission and shall be subject to modification by ordinance if the actual revenues and necessary expenditures are found to differ substantially from the estimates contained in said budget.

SECTION 4. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover those purchase orders which shall have been issued on or prior to September 30, 2023, but not filled as of that date, and is authorized to pay for all goods or services received pursuant to such purchase orders from all the funds so appropriated. All such increases shall be appropriated to the corresponding accounts in the same funds against which they were outstanding as of September 30, 2023. The City Manager shall report to the City Commission all such purchase orders.

SECTION 5. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover the unspent portion of project length budgets as of September 30, 2023. The City Manager shall report to the City Commission all such project budgets carried forward from fiscal year 2023 to fiscal year 2024.

SECTION 6. The City Manager shall have the authority to transfer appropriations from one line item to another line item within a fund budget so long as the total fund appropriations shall not be increased. Appropriation transfers between funds shall require the approval of the City Commission.

SECTION 7. The accompanying five-year capital improvement plan is hereby adopted as part of this ordinance and is made a part of the Comprehensive Plan, Data, Inventory and Analysis document replacing and substituting therefore any previous five year capital improvement plan. Funding for the first year of the plan is included in the annual budget. Funding for projects in years two through five is subject to the annual budgets adopted for each of those years.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 27th day of September, 2023.

Phil Anderson, Mayor

Attest:

Rene Cranis, City Clerk

City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
General Fund Summary

Schedule A

	2024 Proposed	2023 Adopted
Revenues:		
Property Taxes	\$ 33,445,887	\$ 30,161,135
Franchise Fees & Utility Taxes	7,871,228	7,720,336
Licenses & Permits	3,283,629	3,340,313
Intergovernmental	8,747,900	8,943,070
Charges for Services	14,847,491	12,421,653
Fines and Forfeitures	1,559,848	1,010,143
Miscellaneous	1,077,500	494,000
Transfers from Other Funds	5,609,678	5,822,982
Fund Balance	<u>1,300,000</u>	<u>-</u>
Total Revenues	\$ <u>77,743,161</u>	\$ <u>69,913,632</u>
Expenditures:		
General Administration	\$ 8,919,995	\$ 8,174,603
Planning & Development	3,337,811	3,588,259
Public Works	13,159,564	11,657,738
Police	18,205,684	16,809,534
Fire	14,996,291	13,448,538
Parks and Recreation	12,762,430	11,604,852
Organizational Support	1,932,000	1,840,000
Transfers To Other Funds	8,933,903	7,358,164
Non-Departmental	(400,000)	(400,000)
Reimbursements from Other Funds	(4,800,673)	(4,274,446)
Contingency Reserve	<u>696,156</u>	<u>106,390</u>
Total Expenditures	\$ <u>77,743,161</u>	\$ <u>69,913,632</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Designations Trust Fund Summary**

	<u>2024 Proposed</u>	<u>2023 Adopted</u>
Revenues:		
Miscellaneous	\$ 75,000	\$ 75,000
Transfers from other funds	438,587	433,555
Fund Balance	\$ <u>-</u>	\$ <u>-</u>
Total Revenues	\$ 513,587	\$ 508,555
Expenditures:		
Transfers to other funds	75,000	75,000
Organizational Support	388,587	383,555
Parks & Recreation/Planning	\$ <u>50,000</u>	\$ <u>50,000</u>
Total Expenditures	\$ <u>513,587</u>	\$ <u>508,555</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Stormwater Utility Fund Summary**

	2024 Proposed	2023 Adopted
Revenues:		
Licenses	\$ 40,000	\$ -
Charges for Services	3,632,836	3,273,998
Intergovernmental	50,000	40,000
Miscellaneous	-	-
Transfers From Other Funds	-	-
Fund Balance	-	-
Total Revenues	\$ <u>3,722,836</u>	\$ <u>3,313,998</u>
Expenditures:		
Operations	\$ 3,722,836	\$ 3,313,998
Reimbursements to Other Funds	-	-
Contingency	-	-
Total Expenditures	\$ <u>3,722,836</u>	\$ <u>3,313,998</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Community Redevelopment (CRA) Fund Summary

	2024 Proposed	2023 Adopted
Revenues:		
Intergovernmental Revenues	\$ 3,650,830	\$ 3,390,920
Charges for Services	-	-
Miscellaneous	269,332	-
Transfers	4,523,207	4,043,522
Fund Balance	<u>264,425</u>	<u>-</u>
Total Revenues	\$ <u>8,707,794</u>	\$ <u>7,434,442</u>
Expenditures:		
Operating Expenses	\$ 1,323,595	\$ 1,132,386
Capital Projects	5,390,000	3,721,765
Debt Service	1,071,284	1,484,485
Organizational Support/ Community Initiatives	792,500	327,000
Reimbursements To Other Funds	130,415	62,759
Transfers To Other Funds	-	-
Contingency Reserve	<u>-</u>	<u>706,047</u>
Total Expenditures	\$ <u>8,707,794</u>	\$ <u>7,434,442</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Police Grant Fund Summary**

	2024 Proposed	2023 Adopted
Revenues:		
Intergovernmental	\$ <u>159,418</u>	\$ <u>131,015</u>
Total Revenues	\$ 159,418	\$ 131,015
Expenditures:		
Police	\$ <u>159,418</u>	\$ <u>131,015</u>
Total Expenditures	\$ <u>159,418</u>	\$ <u>131,015</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Federal Forfeiture Fund Summary**

	<u>2024 Proposed</u>	<u>2023 Adopted</u>
Revenues:		
Intergovernmental	\$ -	\$ -
Fund Balance	50,800	85,510
Total Revenues	\$ <u>50,800</u>	\$ <u>85,510</u>
Expenditures:		
Operating	\$ 36,000	\$ -
Capital Outlay	<u>14,800</u>	<u>85,510</u>
Total Expenditures	\$ <u>50,800</u>	\$ <u>85,510</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Debt Service Fund Summary**

	2024 Proposed	2023 Adopted
Revenues:		
Property Taxes	\$ 2,089,640	\$ 2,052,332
Special Assessments	-	-
Transfers From Other Funds	518,612	451,014
Fund Balance	<u>-</u>	<u>43,500</u>
Total Revenues	\$ <u>2,608,252</u>	\$ <u>2,546,846</u>
Expenditures:		
Debt Service	\$ <u>2,608,252</u>	\$ <u>2,546,846</u>
Total Expenditures	\$ <u>2,608,252</u>	\$ <u>2,546,846</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Water and Sewer Fund Summary**

	2024 Proposed	2023 Adopted
Revenues:		
Utility Fee	\$ 37,327,964	\$ 35,217,971
Miscellaneous	507,602	(24,569)
Fund Balance	<u>4,292,900</u>	<u>2,396,717</u>
Total Revenues	\$ <u>42,128,466</u>	\$ <u>37,590,119</u>
Expenditures:		
Operations	\$ 23,644,768	\$ 22,022,689
Debt Service	4,706,808	4,722,834
Capital Projects	8,067,900	5,181,717
Reimbursements to Other Funds	2,715,550	2,602,312
Transfers to Other Funds	2,993,440	3,060,567
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>42,128,466</u>	\$ <u>37,590,119</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Electric Utility Fund Summary**

	2024 Proposed	2023 Adopted
Revenues:		
Utility Fee	\$ 49,203,791	\$ 54,197,445
Intergovernmental Revenues	-	-
Miscellaneous	104,588	(155,000)
Transfers & Reimbursements from Other Funds	177,527	166,590
Fund Balance	-	-
Total Revenues	\$ 49,485,906	\$ 54,209,035
Expenditures:		
Operations	\$ 5,310,527	\$ 4,970,207
Bulk Power Costs	25,207,267	30,209,365
Debt Service	4,708,690	4,725,917
Capital Projects	9,189,822	9,252,211
Transfers to Other Funds	2,937,365	3,151,141
Reimbursements to Other Funds	2,132,235	1,775,965
Contingency Reserve	-	124,229
Total Expenditures	\$ 49,485,906	\$ 54,209,035
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Fleet Maintenance Fund Summary**

	<u>2024 Proposed</u>	<u>2023 Adopted</u>
Revenues:		
Charges for Services	\$ 1,890,330	\$ 1,675,573
Miscellaneous	-	-
Fund Balance	<u>-</u>	<u>119,956</u>
Total Revenues	\$ <u>1,890,330</u>	\$ <u>1,795,529</u>
Expenditures:		
Operations	\$ 1,890,330	\$ 1,795,529
Reimbursements to Other Funds	-	-
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>1,890,330</u>	\$ <u>1,795,529</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Equipment Replacement Fund Summary

	<u>2024 Proposed</u>	<u>2023 Adopted</u>
Revenues:		
Vehicle/Equipment Rentals	\$ 2,030,015	\$ 1,579,779
Debt Proceeds	-	-
Miscellaneous	-	-
Fund Balance	<u>65,283</u>	<u>1,560,000</u>
Total Revenues	\$ <u>2,095,298</u>	\$ <u>3,139,779</u>
Expenditures:		
Operations	\$ -	\$ -
Vehicle and Equipment Acquisitions	2,095,298	3,139,779
Debt Service	-	-
Reimbursements to Other Funds	-	-
Transfers to Other Funds	-	-
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>2,095,298</u>	\$ <u>3,139,779</u>
Excess of Revenues Over (Under) Expenditures	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Employee Insurance Fund Summary**

	2024 Proposed	2023 Adopted
Revenues:		
Charges To Departments	\$ 7,598,445	\$ 6,961,967
Charges To Employees	1,948,884	1,894,984
Miscellaneous	150,000	150,000
Fund Balance	<u>-</u>	<u>-</u>
Total Revenues	\$ <u>9,697,329</u>	\$ <u>9,006,951</u>
Expenditures:		
Insurance Costs	\$ 9,697,329	\$ 9,006,951
Reimbursements to Other Funds	-	-
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>9,697,329</u>	\$ <u>9,006,951</u>
Excess of Revenues Over (Under) Expenditures	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
General Insurance Fund Summary**

	<u>2024 Proposed</u>	<u>2023 Adopted</u>
Revenues:		
Charges To Departments	\$ 3,479,121	\$ 3,282,069
Miscellaneous	-	-
Fund Balance	<u>-</u>	<u>-</u>
Total Revenues	\$ <u>3,479,121</u>	\$ <u>3,282,069</u>
Expenditures:		
Insurance Costs	\$ 3,479,121	\$ 3,282,069
Reimbursements to Other Funds	-	-
Transfers to Other Funds	-	-
Contingency	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>3,479,121</u>	\$ <u>3,282,069</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Cemetery Fund Summary**

	2024 Proposed	2023 Adopted
Revenues:		
Lot Sales	\$ 530,000	\$ 550,000
Miscellaneous	48,337	-
Fund Balance	<u>-</u>	<u>375,432</u>
Total Revenues	\$ <u>578,337</u>	\$ <u>925,432</u>
Expenditures:		
Transfers To Other Funds	\$ 303,453	\$ 925,432
Reimbursements to Other Funds	-	-
Contingency Reserve	<u>274,884</u>	<u>-</u>
Total Expenditures	<u>578,337</u>	<u>925,432</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
General Capital Projects Fund Summary

	<u>2024 Proposed</u>	<u>2023 Adopted</u>
Revenues:		
Transfers From Other Funds	\$ 4,153,077	\$ 3,859,231
Intergovernmental Revenues	-	-
Miscellaneous	-	-
Fund Balance	<u>-</u>	<u>-</u>
Total Revenues	\$ <u>4,153,077</u>	\$ <u>3,859,231</u>
Expenditures:		
Capital Projects	\$ 3,823,077	\$ 3,529,231
Debt Service	280,000	280,000
Contingency	<u>50,000</u>	<u>50,000</u>
Total Expenditures	\$ <u>4,153,077</u>	\$ <u>3,859,231</u>
Excess of Revenues Over (Under) Expenditures	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Stormwater Capital Projects Fund Summary

	<u>2024 Proposed</u>	<u>2023 Adopted</u>
Revenues:		
Stormwater Utility Fees	\$ 700,000	\$ 700,000
Intergovernmental	-	-
Fund Balance	<u>-</u>	<u>-</u>
Total Revenues	\$ <u>700,000</u>	\$ <u>700,000</u>
Expenditures:		
Capital Projects	\$ 700,000	\$ 700,000
Transfers to other funds	-	-
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>700,000</u>	\$ <u>700,000</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Affordable Housing Fund Summary**

	<u>2024 Proposed</u>	<u>2023 Adopted</u>
Revenues:		
Affordable Housing Fee	\$ 115,000	\$ 60,000
Other Revenue	-	-
Fund Balance	<u>85,000</u>	<u>140,000</u>
Total Revenues	\$ 200,000	\$ 200,000
Expenditures:		
Affordable Housing Operations	\$ 200,000	\$ 200,000
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>200,000</u>	\$ <u>200,000</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2024
Multi-Modal Transportation Impact Fee Fund Summary

	<u>2024 Proposed</u>	<u>2023 Adopted</u>
Revenues:		
Impact Fees	\$ 250,000	\$ -
Fund Balance	<u>-</u>	<u>-</u>
Total Revenues	\$ 250,000	\$ -
Expenditures:		
Capital Outlay	\$ 250,000	\$ -
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>250,000</u>	\$ <u>-</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
GENERAL CAPITAL PROJECTS**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Other Long-term Needs
Public Works	Pavement Resurfacing and Brick Road Repairs	General Fund	5,416,651	1,020,251	1,050,859	1,082,384	1,114,856	1,148,301	on-going
Public Works	Sidewalk, bike path and curb repairs	General Fund	2,700,000	500,000	500,000	550,000	550,000	600,000	on-going
Facilities	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund).	General Fund	2,500,000	600,000	400,000	500,000	500,000	500,000	on-going
IT	Information Technology Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund).	General Fund	950,000	100,000	200,000	200,000	200,000	250,000	on-going
Parks	General Parks Major Maintenance	General Fund	675,000	175,000	200,000	100,000	100,000	100,000	on-going
Parks	Playground Restorations	General Fund	90,000	10,000	20,000	20,000	20,000	20,000	
Parks	Mini Park Restoration	General Fund	240,000	15,000	150,000	25,000	25,000	25,000	
Parks	Ward Park Improvements	General Fund	100,000				100,000		
Parks	Showalter Field Improvements	General Fund	150,000		150,000				
Parks	Tennis Center	General Fund	425,000	325,000	100,000				
Parks	Cady Way Pool Improvements	General Fund	250,000			250,000			
Parks	Athletic Field and Tennis Center Lighting	General Fund	500,000		125,000	125,000	125,000	125,000	
		Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000	
Parks	Pavilion Replacement	General Fund	240,000	80,000	160,000				
Transportation	Bicycle & Pedestrian Improvements	Mobility Fee	1,250,000	250,000	250,000	250,000	250,000	250,000	on-going
Transportation	Signalization Upgrades	General Fund	1,000,000	200,000	200,000	200,000	200,000	200,000	on-going
Transportation	Aloma Ave. Improvements	General Fund	-						
		Mobility Fee	1,800,000			1,800,000			
Building Dept	New Department Building	Restricted Building Reserves	1,300,000	1,300,000					

**SUMMARY OF CAPITAL PROJECTS
GENERAL CAPITAL PROJECTS**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Other Long-term Needs
Fire	Fire Safety & Equipment Fund	General Fund	1,100,000	200,000	200,000	300,000	200,000	200,000	on-going
Fire	Station 62 Improvement	General Obligation Bonds - Subject to Referendum	-						5,800,000
Police	Police Safety & Equipment Fund	General Fund	850,000	170,000	170,000	170,000	170,000	170,000	on-going
Parks	Mead Garden Master Plan Renovation	General Fund	300,000	150,000		125,000	175,000		
		Grants/Fund Raising	-						320,000
Parks	Lake Baldwin Park Improvements	General Fund	-						350,000
Totals			22,211,651	5,170,251	3,950,859	5,772,384	3,804,856	3,663,301	6,470,000

Totals by Funding Source:

	5 Yr. Cost	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Other Long-term Needs
General Fund	17,486,651	3,545,251	3,625,859	3,647,384	3,479,856	3,338,301	350,000
Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000	-
Restricted Building Reserves	1,300,000	1,300,000	-	-	-	-	
Mobility Fee	3,050,000	250,000	250,000	2,050,000	250,000	250,000	
Grants/Fund Raising	-	-	-	-	-	-	320,000
General Obligation Bonds - Subject to Referendum	-	-	-	-	-	-	5,800,000
Totals	22,211,651	5,170,251	3,950,859	5,772,384	3,804,856	3,663,301	6,470,000

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS**

Description	Funding Source	Estimated 5 Yr. Cost	Schedule of Planned CIP Expenditures					
			FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Other Long-term Needs
General Capital Projects	General Fund	14,298,350	3,545,251	3,625,859	3,647,384	3,479,856	3,338,301	350,000
	Tower Rental Revenues	300,000	75,000	75,000	75,000	75,000	75,000	-
	Restricted Building Reserves	1,300,000	1,300,000	-	-	-	-	-
	Mobility Fee	2,800,000	250,000	250,000	2,050,000	250,000	250,000	-
	Grants/Fund Raising	-	-	-	-	-	-	320,000
	General Obligation Bonds - Subject to Referendum	-	-	-	-	-	-	5,800,000
Stormwater Capital Projects	Stormwater Utility Fees	2,800,000	700,000	700,000	700,000	700,000	700,000	-
Community Redevelopment Agency	Tax Increment Financing	22,570,228	5,390,000	5,140,000	4,900,228	7,140,000	-	-
Water and Sewer Fund	Water & Sewer Fees	11,449,231	3,255,769	2,608,846	2,792,308	2,792,308	2,817,308	9,100,000
	Sewer Impact Fees	1,400,000	500,000	300,000	300,000	300,000	300,000	1,100,000
	Water Impact Fees	1,200,000	300,000	300,000	300,000	300,000	300,000	1,100,000
	Water & Sewer Reserves	8,561,750	4,292,900	2,965,100	1,303,750	-	-	13,465,000
Electric Services Fund	Electric Service Fees	41,916,972	9,332,129	10,460,851	10,808,701	11,315,290	11,872,209	-
Totals		108,596,530	28,941,049	26,425,656	26,877,371	26,352,454	19,652,818	37,035,000

SUMMARY OF OPERATING IMPACT

Description	Funding Source	Estimated 5 Yr. Operating Impact	Schedule of Planned CIP Expenditures					
			FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Other Long-term Needs
General Capital Projects	General Fund	310,908	76,000	78,280	80,628	83,047	85,539	-
Stormwater Capital Projects	Stormwater Utility Fees	-	-	-	-	-	-	-
Community Redevelopment Agency	Tax Increment Financing	153,409	37,500	38,625	39,784	40,977	42,207	-
Water and Sewer Fund	Water & Sewer Fees	-	-	-	-	-	-	-
	Sewer Impact Fees	-	-	-	-	-	-	-
	Water Impact Fees	-	-	-	-	-	-	-
	Water & Sewer Reserves	-	-	-	-	-	-	-
Electric Services Fund	Electric Service Fees	-	-	-	-	-	-	-
Totals		464,317	113,500	116,905	120,412	124,025	127,745	-

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Fiscal Year 2023 - 2024**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Public Works	Pavement Resurfacing	The City's pavement resurfacing program calls for the resurfacing of eight to nine miles of streets in the upcoming fiscal year. A pavement condition assessment identifies those streets in most need of resurfacing to prevent degradation of the road base.	Local option gas tax revenues	\$ 1,020,251	Investments in routine road repaving reduces the annual costs of road repairs.	-
Public Works	Sidewalk, Bike path & Curb Repairs	Replacement of sidewalks, bike paths and curbing where necessary for public safety.	Local option gas tax revenues	\$ 500,000	No additional impact on operating budget	-
Public Works	Facility Replacement Account	This account will accumulate funds for the replacement of roofs, air conditioning, paint and flooring and other major capital expenditures for City's facilities.	General Fund - \$630,000, Water & Sewer Fund - \$242,308 and Electric Services Fund - \$96,923	\$ 923,077	Replacing the aging capital reduces the costs of repairs.	-
Information Technology	Information Technology Upgrades	Upgrades to computers, networks, servers and phone systems. Also contains funding to continue the City facilities underground fiber network.	General Fund - \$200,000, Water & Sewer Fund - \$100,000 and Electric Services Fund - \$100,000	\$ 200,000	No additional impact on operating budget	-
Parks	Major Parks Maintenance Items	This funding is set aside for needed Parks Department capital equipment and facility maintenance and repairs.	General Fund	\$ 175,000	No additional impact on operating budget	-
Parks	Playground Restorations	Replacement and updating of playground structures at various city properties.	General Fund	\$ 10,000	No additional impact on operating budget	-
Parks	Mini Park Restoration	General upgrades and refurbishment of mini parks throughout the City. Replacement of site amenities, furnishings, and landscape.	General Fund	\$ 15,000	No additional impact on operating budget	-
Parks	Tennis Center	Funding for ongoing resurfacing of WPTC hard courts.	General Fund	\$ 325,000	No additional impact on operating budget	-
Parks	Athletic Field & Tennis Court Lighting	Multi-year lighting enhancement project at the city's athletic venues. Includes replacement of worn poles and fixtures.	Cell Tower Revenues - \$75k General Fund - \$125k	\$ 75,000	The new technology LED lighting will decrease the energy cost saving money and increase the cities sustainable energy efficiency.	(5,000)
Parks	Pavilion Replacement	Provides funding to replace two pavilions.	General Fund	\$ 80,000	No additional impact on operating budget	-
Parks	Mead Garden Master Plan Renovation	Funding will support the required local match for a grant to make improvements to trails through the property. Grant is not finalized yet but is expected in FY24.	General Fund	\$ 150,000	No additional impact on operating budget as trail maintenance is already part of the adopted budget.	-

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Fiscal Year 2023 - 2024**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Planning & Transportation	Bicycle/Pedestrian Plan Improvements	Funding for this project will be used to create and promote a viable and safe pedestrian and bicycle-friendly infrastructure and promote these modes of transportation throughout the city.	General Fund	\$ 250,000	No additional impact on operating budget	-
Planning & Transportation	Pedestrian & Traffic Signal Upgrades	This project is part of a multi year plan to upgrade antiquated traffic signals and improve the safety of pedestrians crossing intersections.	General Fund	\$ 200,000	Annual Wifi connection costs	18,000
Planning & Transportation	New Department Building	This project is part of a multi year plan to upgrade antiquated traffic signals and improve the safety of pedestrians crossing intersections.	Restricted Building Reserves	\$ 1,300,000	Some additional impact on operating budget is expected as this adds a building to the city's assets.	63,000
Fire	Fire Safety Equipment Replacement Fund - Station Alerting	Contributions to the funding pool for the capital replacement of crucial life-saving equipment will go towards station remodels to the floors and kitchen.	General Fund	\$ 200,000	No additional impact on operating budget	-
Police	Police Safety & Equipment Fund	This fund will allow the Police Department to create a funding pool for replacement of crucial life-saving equipment. In FY24 -28, funds will be purchasing the FUSUS platform.	General Fund	\$ 170,000	No additional impact on operating budget	-
Total Funding FY24				<u>\$ 5,593,328</u>		<u>\$ 76,000</u>

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
STORMWATER CAPITAL PROJECTS FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Public Works	Drainage Improvements - Most of the City's stormwater sewer infrastructure is over fifty years old. Some of these older systems do not meet the City's current drainage standards and in many cases are experiencing pipe material failures. Groundwater seepage into the stormwater sewer system is considered an illicit discharge carrying sediments to the City's lakes compromising water quality.	Stormwater Fees	1,250,000	200,000	200,000	200,000	200,000	450,000
Public Works	Canton at Knowles Drainage Improvements	Stormwater Fees	250,000		250,000			
Public Works	Temple Dr Stormwater Replacement	Stormwater Fees	700,000			250,000	250,000	200,000
Public Works	Curb Implementation	Stormwater Fees	250,000	50,000	50,000	50,000	50,000	50,000
Public Works	Corrugated Metal Pipe Replacement	Stormwater Fees	600,000		200,000	200,000	200,000	
Public Works	CDS Unit on Fawsett Road	Stormwater Fees	200,000	200,000				
Public Works	Stirling Bridge Replacement	Stormwater Fees	250,000	250,000				
Totals			3,500,000	700,000	700,000	700,000	700,000	700,000

Totals by Funding Source:

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Stormwater Fees	700,000	700,000	700,000	700,000	700,000
	700,000	700,000	700,000	700,000	700,000

Note: The stormwater capital improvement plan has been approved by the Lakes and Waterways Board.

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Stormwater Fund
Fiscal Year 2023 - 2024**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Public Works	Drainage improvements	Rainfall events within recent years have produced increased intensities which have exceeded the capacity of the storm sewer infrastructure and as result the City has been experiencing localized flooding in areas that have not been prone to flooding in the past.	Stormwater utility fee	\$ 200,000	No additional impact on operating budget	-
Public Works	CDS Unit on Fawsett Road	This is a replacement of the CDS unit for improved stormwater management.	Stormwater utility fee	\$ 200,000	No additional impact on operating budget	-
Public Works	Stirling Bridge Replacement	Replacement of bridge for infrastructure maintenance.	Stormwater utility fee	\$ 250,000	No additional impact on operating budget	-
Public Works	Curb Implementation	New curb installations	Stormwater utility fee	\$ 50,000	No additional impact on operating budget	-
Total Funding FY24				<u>\$ 700,000</u>		<u>\$ -</u>

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
COMMUNITY REDEVELOPMENT AGENCY FUND**

Current Adopted CIP

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028 (CRA Expires)
CRA	Small Scale CIP Improvements	TIF	160,000	40,000	40,000	40,000	40,000	
CRA	CRA Infrastructure Improvements	TIF	400,000	100,000	100,000	100,000	100,000	
CRA	Parking Improvements	TIF	7,000,000				7,000,000	
CRA	17-92 / PD&E Streetscape	TIF	5,185,228	1,000,000	2,000,000	2,185,228		
CRA	MLK Landscaping & Parking Improvements	TIF	2,000,000	2,000,000				
CRA	Stormwater Improvements	TIF	5,000,000	1,500,000	1,500,000	2,000,000		
CRA	Post Office Acquisition	TIF	2,075,000		1,500,000	575,000		
CRA	West Meadow Restroom	TIF	750,000	750,000				
Totals			22,570,228	5,390,000	5,140,000	4,900,228	7,140,000	-

Totals by Funding Source:

Tax Increment Financing (TIF)	22,570,228	5,390,000	5,140,000	4,900,228	7,140,000	-
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**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Fiscal Year 2023 - 2024**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
CRA	Small Scale CRA Improvements	Purpose of this fund is to include minor project expenditures that may be incurred throughout the year such as SunRail weekend ridership, district enhancements, or other small scale projects.	Tax Increment Financing	\$ 40,000	These projects would be one time expenditures and should not impact ongoing operational costs.	-
CRA	CRA Infrastructure Improvements	This fund will provide for infrastructure improvement needs that enhance the CRA district and are in accordance with the adopted plan.	Tax Increment Financing	\$ 100,000	These projects would be one time expenditures and should not impact ongoing operational costs.	-
CRA	17-92 PD&E Streetscape Improvements	This project covers improvements all along the 17-92 corridor including the intersections of Fairbanks, Morse, and Webster Ave. Project will include improvements to landscape, lighting, curbing, and other hardscape enhancements.	Tax Increment Financing	\$ 1,000,000	This project is a one time expenditure and should not impact ongoing operational costs.	-
CRA	MLK Park Improvements	First phase of the improvements to Martin Luther King park, to include renovation of the fields and viewshed improvements, park amenities, playground, restroom, stormwater, and hardscape and lighting.	Tax Increment Financing	\$ 2,000,000	These projects would be one time expenditures and should not impact ongoing operational costs.	-
CRA	Stormwater Improvements	Recent storm activity has highlighted the importance of improving retention in the CRA area. This funding will be used to implement the findings of studies that are expected to be completed in FY24.	Tax Increment Financing	\$ 1,500,000	These projects would be one time expenditures and should not impact ongoing operational costs in the CRA.	-
CRA	West Meadow Restroom	Construction of restrooms to accent the Farmers' Market and amenitize the downtown.	Tax Increment Financing	\$ 750,000	The CRA will cover this capital portion while the Parks department will incur the ongoing maintenance cost.	37,500
Total Funding FY24				<u>\$5,390,000</u>		<u>\$37,500</u>

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
WATER AND WASTEWATER FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Other Long-term Needs
Water and Sewer	Upgrade sewer mains - Rehabilitation of defective sewer mains with heavy ground water infiltration.	Water and Sewer Fees	2,500,000	500,000	500,000	500,000	500,000	500,000	
		Sewer Impact Fees	1,500,000	300,000	300,000	300,000	300,000	300,000	
Water and Sewer	Rehabilitation of sanitary manholes to restore their structural integrity	Water and Sewer Fees	475,000	50,000	50,000	125,000	125,000	125,000	
Water and Sewer	Short Liner Installation - for rehabilitation of sanitary sewer mains and laterals from the main to the property line.	Water and Sewer Fees	1,325,000	50,000	300,000	325,000	325,000	325,000	
Water and Sewer	Upgrade water mains - Replacement of sub-standard water mains throughout the water distribution system.	Water Impact Fees	1,500,000	300,000	300,000	300,000	300,000	300,000	
		Water and Sewer Fees	3,750,000	750,000	750,000	750,000	750,000	750,000	
Water and Sewer	Lift Station Upgrades	Water and Sewer Fees	1,910,000	660,000	350,000	300,000	300,000	300,000	
Water and Sewer	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando).	Water and Sewer Reserves	7,561,750	3,292,900	2,965,100	1,303,750			
Water and Sewer	Capital contribution upgrades and improvements to the CONSERV II wastewater treatment facility.	Water and Sewer Reserves	1,000,000	1,000,000					
		Sewer Impact Fees	-						
Water and Sewer	Kennedy Blvd Road Widening Force Main Upgrade	Sewer Impact Fees	200,000	200,000					
Water and Sewer	Water Treatment Plant Renewal and Replacement	Water and Sewer Fees	1,715,000	640,000	175,000	300,000	300,000	300,000	
Water and Sewer	Winter Park Estates Water and Wastewater plant	Water and Sewer Fees	1,155,000	325,000	230,000	200,000	200,000	200,000	
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund).	Water and Sewer Fees	475,000	50,000	100,000	100,000	100,000	125,000	

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
WATER AND WASTEWATER FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Other Long-term Needs
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund).	Water and Sewer Fees	961,538	230,769	153,846	192,308	192,308	192,308	
Water and Sewer	Richard Crotty Parkway Utility Upgrade	Water Impact Fees	-						
		Water and Sewer Reserves	-						915,000
Water and Sewer	17-92 Water and Sewer relocation	Water and Sewer Fees	-						3,000,000
Water and Sewer	FDOT 17-92 UT line Relocation	Water and Sewer Reserves	-						11,000,000
Water and Sewer	Expansion of reclaimed water system	Water and Sewer Reserves	-						1,550,000
		Sewer Impact Fees	-						1,100,000
		Water Impact Fees	-						1,100,000
Water and Sewer	Ground Storage Tank Expansion	Water and Sewer Fees	-						6,100,000
Totals			26,028,288	8,348,669	6,173,946	4,696,058	3,392,308	3,417,308	24,765,000

Totals by Funding Source:

Water and Sewer Fees	12,703,231	3,255,769	2,608,846	2,792,308	2,792,308	2,817,308	9,100,000
Water and Sewer Reserves	13,158,467	4,292,900	2,965,100	1,303,750	-	-	13,465,000
Sewer Impact Fees	1,968,000	500,000	300,000	300,000	300,000	300,000	1,100,000
Water Impact Fees	1,581,000	300,000	300,000	300,000	300,000	300,000	1,100,000
	29,410,698	8,348,669	6,173,946	4,696,058	3,392,308	3,417,308	24,765,000

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Water & Sewer
Fiscal Year 2023 - 2024**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Water and Sewer	Upgrade sanitary sewer mains	Defective sanitary sewer mains will be rehabilitated to decrease heavy ground water infiltration, in effect reducing the total flow to waste water facilities.	Water and Sewer Fees	\$ 800,000	This project will reduce wastewater treatment costs by reducing ground water infiltration	-
Water and Sewer	Rehabilitate sanitary sewer manholes	Sanitary sewer manholes deteriorated by hydrogen sulfide gas will be reconstructed. Repairing and restoring the structural integrity to the manholes will eliminate the possibility of collapse and groundwater infiltration, thus reducing flows and associated treatment costs.	Water and Sewer Fees	\$ 50,000	This project will reduce wastewater treatment costs by reducing ground water infiltration	-
Water and Sewer	Rehabilitate sanitary sewer mains - short liner installation	Rehabilitation of defective sanitary sewer mains with heavy ground water infiltration or structural deficiencies by internally inserting a short liner system.	Water and Sewer Fees	\$ 50,000	This project will reduce wastewater treatment costs by reducing ground water infiltration	-
Water and Sewer	Upgrade water mains	Water main upgrades consist of construction and upgrade of water mains and service lines to replace sub-standard water mains throughout the water distribution system. This work will improve water quality, flows and fire protection in the impacted areas.	Water and Sewer Fees	\$ 1,050,000	No additional impact on operating budget	-
Water and Sewer	Lift station upgrades	Replacement of "can" type lift stations close to failure with submersible "rail" type lift stations.	Water and Sewer Fees	\$ 660,000	No additional impact on operating budget	-
Water and Sewer	Kennedy Road Widening & Force Main Upgrade	In conjunction with Orange County, the City will be upgrading the force main along Kennedy Blvd. from I-4 to Forest City Rd.	Sewer Impact Fees	\$ 200,000	No additional impact on operating budget	-

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Water & Sewer
Fiscal Year 2023 - 2024**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Water and Sewer	Upgrade Water Treatment Plants	Renewal and replacement of components for the Water treatment plants and rebumo facilities.	Water and Sewer Fees	\$ 640,000	No additional impact on operating budget	-
Water and Sewer	Upgrade Winter Park Estates Wastewater Treatment Plant	Renewal and replacement of components for the Winter Park Estates Wastewater Reclamation Facility.	Water and Sewer Fees	\$ 325,000	No additional impact on operating budget	-
Water and Sewer	Iron Bridge Regional Wastewater Treatment Facility	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando).	Water and Sewer Reserves	\$ 3,292,900	No additional impact on operating budget	-
Water and Sewer	CONSERV II	Orange County cooperative water reuse program, which expands the Cities capacity for wastewater treatment service and state requirements to eliminate discharge to surface waters.	Water and Sewer Reserves	\$ 1,000,000	No additional impact on operating budget	-
Total Funding FY24				* <u>8,067,900</u>		<u>-</u>

*Transfers for utility contributions to IT and Facility Replacement are accounted for in the General Tab

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
ELECTRIC SERVICES FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Electric Services	Routine Capital improvements including: renewals, replacements, and other improvements required to provide service and improve the reliability of the electric system	Electric System Revenues	7,891,826	1,428,222	1,499,633	1,574,614	1,653,345	1,736,012
Electric Services	Undergrounding of Electric Lines	Electric System Revenues	42,887,740	7,761,600	8,149,680	8,557,164	8,985,022	9,434,273
Electric Services	Substation Upgrades	Electric System Revenues	2,150,000	-	650,000	500,000	500,000	500,000
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Electric System Revenues	475,000	50,000	100,000	100,000	100,000	125,000
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund)	Electric System Revenues	384,615	92,308	61,538	76,923	76,923	76,923
Totals			53,789,181	9,332,129	10,460,851	10,808,701	11,315,290	11,872,209

Totals by Funding Source:

Electric System Revenues	48,565,988	9,332,129	10,460,851	10,808,701	11,315,290	11,872,209
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Note: No additional bond issues are anticipated in the period covered by this Capital Improvement Plan

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Electric Services
Fiscal Year 2023 - 2024**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Electric Services	Routine Capital: annual electric system improvements	These improvements include repair and replacement of utility infrastructure to increase the reliability of the electric system.	Electric Service Fees	\$ 1,428,222	No impact on operating budget	-
Electric Services	Undergrounding Electric Utilities	This is part of an ongoing plan to underground electric utility lines over the next 8 years.	Electric Service Fees	\$ 7,761,600	As electric utilities are placed underground there will be less costs for trimming trees around power lines.	-
Total Funding FY24				* <u>\$ 9,189,822</u>		<u>\$ -</u>

*Transfers for utility contributions to IT and Facility Replacement are accounted for in the General Tab



City Commission agenda item

item type Public Hearings: Non-Quasi Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date September 27, 2023
prepared by Rene Cranis	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance 3284-23 - amending Chapter 58, "Land Development Code," Article V to address the discharge and disposition of cooling water from buildings adjacent to Center Street (2nd reading)

motion / recommendation

Adopt.

background

Staff has been working to improve existing experience on Center Street for social, economic, and environmental purposes. A multi-pronged approach has been taken which includes efforts from several city departments; Public Works, Planning, Sustainability and the CRA/Economic Development.

The current condition of Center St, immediately behind, or to the east of the Park Avenue Commercial area has long been an area subject to accumulation of muck from HVAC condensate drainage and soiled water disposal. The moisture from HVAC discharge and mop water disposal, accumulates and combines with refuse spillover, creating an unsightly, malodorous, slippery area. After discussions between the departments, a solution is proposed in conjunction with a new program.

At the April CRA advisory meeting the board discussed these challenges commercial properties are having with the maintenance and upkeep of their rear facades. Staff suggested modifications with a new program to combat this issue. Pre and post approval by the advisory board, staff has been in communication with the business community including the Chamber of Commerce and Park Avenue District. After receiving feedback, Staff has accommodated their request that an accompanying ordinance take effect some time after potential approval to give some time to come into compliance.

Condensate drainage program: Proposed is a City/CRA driven program to create infrastructure that mitigates the detriment of stormwater quality by condensate and other liquids reaching storm drains. Existing conditions create unwanted nuisances. 100% contribution from CRA per rock bed area up to \$3,000. Unanimously approved by the CRA Advisory Board, the plan speaks to improvements that provide business support and programs consistent with this project. Each property can apply for up to the maximum related to a retention basin that meets the standard of the new code resulting in enhancements to Center Street and no out of pocket impact to businesses.

[alternatives / other considerations](#)

[fiscal impact](#)

Businesses taking advantage of this program will be supported by a new condensate drainage relief program intended to offset the cost of install.

ATTACHMENTS:

[Ordinance 3284-23 - Center Street.docx](#)

ATTACHMENTS:

[CRA Business Condensate Drainage Application 2023.pdf](#)

ORDINANCE 3284-23

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, ARTICLE V, DIVISION 1, SECTION 58-169 OF THE CITY CODE OF ORDINANCES TO ADDRESS THE DISCHARGE OF COOLING WATER FROM BUILDINGS ADJACENT TO CENTER STREET; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City desires to enact regulations to address the proper disposal and discharge of HVAC system condensate draining from buildings along Center Street into the Center Street right-of-way and stormwater sewer; and

WHEREAS, the City Commission hereby finds that it is in the best interest of the health, safety, and welfare of the citizens of Winter Park and the general public that Section 58-169 of the City Code of Ordinances be amended as provided herein.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. Code Amendment. Chapter 58, Article V, Division 1, Section 58-169 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-169. - Disposition of stormwater runoff/condensate discharge.

(a) All stormwater systems shall include a method for the disposition of excess stormwater runoff. This disposition is to be into rights-of-way of the city with storm drainage facilities.

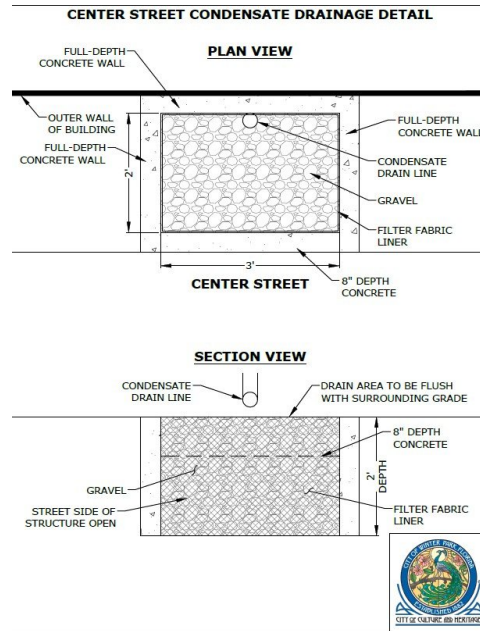
(b) In cases where the disposition of stormwater runoff is other than to rights-of-way with storm drainage facilities, the approval of the city engineer or public works director shall be required for the design and disposition of stormwater runoff into other areas such as lakes, ponds, streams, canals, wetlands, or rights-of-way without storm drainage facilities.

(c) For buildings (new and existing) adjacent to Center Street between E. Canton Avenue and E. New England Avenue, unpolluted cooling water from a HVAC system must be discharged to a retention basin with the capacity to capture and retain all HVAC condensate discharge. Such retention basin must be constructed from a permeable material with sufficient void space to retain the discharge, must allow for the percolation and evaporation of unpolluted cooling water, and must be serviceable at any time. Any construction or maintenance work performed within the right-of-way will require review and approval from the city prior to commencement. The design of this retention basin may meet the standards provided in the standard detail and figure below:

(i) Natural stone with at least 40% void space. Limestone or crushed concrete is

- not allowed.
- (ii) Rectangular basin dimensions: 3' wide x 2' long x 2' deep.
 - (iii) Perimeter must be designed to keep material (stone) in place and include three vertical sides, with the open side facing away from the existing building.
 - (iv) The bottom of the retention basin must be on natural, permeable soil.
 - (v) The basin must be lined with filter fabric.

Figure



The requirements of this subsection apply to existing buildings and must be complied with prior to April 1, 2024.

SECTION 3. Codification. This Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

ADOPTED this 27th day of September, 2023, by the City Commission of the City of Winter Park, Florida.

CITY COMMISSION
CITY OF WINTER PARK

Phillip M. Anderson, Mayor

ATTEST:

Rene Cranis, City Clerk



City of Winter Park Business Condensate Drainage Program

1. APPLICANT

Name: _____

Address: _____

_____ Zip _____

Contact Name: _____ Phone Number: _____

Email: _____ Mobile Number: _____

Legal Form: Sole Proprietorship ☐ Partnership ☐
 Corporation: Profit ☐ Non-Profit ☐

In which State are the incorporation and/or organization documents filed?

Tax Identification Number: _____

2. BUILDING/BUSINESS TO BE IMPROVED

Name: _____

Address: _____

_____ Zip _____

Legal Description: _____

Property Tax Parcel Number: _____

3. OWNER OF PROPERTY (if not applicant)

Name: _____

Contact Name: _____

Address: _____

_____ Zip _____

Staff Use Only: Application Approved (Y / N) Date: _____ By: _____

4. PURPOSE

The intention of this grant program is to address the issue of discharged HVAC condensate behind commercial buildings, and the undesirable seepage into the roadway and into the storm drain.

5. AUTHORIZATION TO UNDERTAKE WORK

If the applicant is not the owner of the property, provide written evidence in the form below that the owner authorizes this work to be undertaken.

6. BRIEF DESCRIPTION OF PROPOSED CONDENSATE DRAINAGE PLAN

A basin will be constructed from a permeable material with sufficient void space to retain the discharge, and allow for the percolation of unpolluted cooling water into existing soils.

- Natural stone with at least 40% void space.
- Basin dimensions: 3' wide x 3' long x 1' deep.
- Perimeter will be designed to keep material (stone) in place and eliminate seepage onto roadway.

7. ESTIMATED COST OF WORK FROM BIDS RECEIVED - *(Applicant may make multiple copies of this page if the applicant is collecting bids from more than three vendors to ensure a complete scope of work. Please be advised, applicants are not permitted to list their own services/business as a potential vendor for use of grant funding.)*

***** In the event that a City approved Vendor/Contractor is available to complete the Condensate Drainage work, BIDS will not be required.**

Bid #1:

Company Name: _____

Contact Name: _____

Contact Phone Number: _____

Bid Amount for Total Work: \$_____.

Bid #2:

Company Name: _____

Contact Name: _____

Contact Phone Number: _____

Bid Amount for Total Work: \$_____.

Bid #3:

Company Name: _____

Contact Name: _____

Contact Phone Number: _____

Bid Amount for Total Work: \$_____.

8. CRITERIA

1. Property owner and/or current Tenant may apply for funding up to a maximum of \$3,000.00
2. Applicant will be responsible for any costs in excess of \$3,000.00

9. ACKNOWLEDGEMENTS

- ☐ I have read and understand the program guidelines and criteria
- ☐ I have attached a copy of my current business license to this document
- ☐ I have attached a copy of my current property insurance
- ☐ To the best of my knowledge the business and the property are current on all local, state, and federal taxes
- ☐ I have attached a copy of the scope of work and available drawings or sketches
- ☐ I understand that final approval must come from all City departments concerned with any improvement and that award of the grant by the City does not guarantee approval of the project. The applicant must meet all City requirements and codes.

CERTIFICATION BY APPLICANT

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is not the sole owner of the property, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority must be attached.

The City is dedicated to promoting and encouraging diversity in the programs that it supports or funds. Successful applicants in the City's Business Façade Program are encouraged to contact contractors that are certified minority owned or small businesses.

Verification of any information contained in this application may be obtained by the City from any available source.

Applicant Signature

Date

Please return a copy of this completed application along with any supporting documentation to the City.

Economic Development/Community Redevelopment Agency
401 S. Park Ave
Winter Park, FL 32789

For additional information please contact:

Anne Sallee, CRA/Economic Development Coordinator

Phone: 407-599-3225

Email: asallee@cityofwinterpark.org

Business Façade Program Property Owner Authorization

I, _____, understand that

_____, a leaseholder of my property located at

_____ is submitting this application under the City of Winter Park Business Condensate Drainage Grant Program, hereinafter referred to as "Program." For the purposes of this authorization, hereinafter the City of Winter Park as "City".

I have received and reviewed the Program guidelines and reviewed the application submitted by my tenant. I agree to permit the proposed improvements to my building. I understand that I am not financially responsible to complete these improvements under the Program.

I understand and agree that neither the City assume responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied.

I further agree to hold the City harmless from and indemnify them for and against any and all claims which may be brought or raised against the City or any of its officers, representatives, agents or agencies regarding any matters relevant to the participant obligations under the Program.

I assure the City that the tenant holds a valid lease with no expiration pending within the next twenty-four months following the date of application for Program funding.

I have read the above statements and acknowledge that they are true and complete to the best of my knowledge. I have no objection to the applicant pursuing the proposed improvements project, and I authorize the leaseholder to make the proposed improvements under the provisions of the Program.

Property Owner Signature

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____

by _____, who is personally

known to me or who has produced _____ as identification.

Notary Public



City Commission **agenda item**

item type Public Hearings: Non-Quasi Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date September 27, 2023
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance 3285-23 - extending franchise agreement for Waste Pro of Florida, Inc. (2nd reading)

motion / recommendation

background

In its March 22, 2023 meeting, the Commission approved a three-year extension of the franchise and authorized staff to continue negotiations. The attached is a result of the negotiations. The amendment to the agreement attached will extend the initial term for three (3) years from October 30, 2023 to October 29, 2026.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Ordinance 3285-23 Adopting Franchise Agreement with Waste Pro.docx](#)

ATTACHMENTS:

[2023 contract amendment \(002\) \(002\) \(002\) - clean.pdf](#)

ATTACHMENTS:

[Winter Park Exhibits 1 & 3.pdf](#)

ATTACHMENTS:

[CC-min-2023-03-22.pdf](#)

ORDINANCE 3285-23

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
ADOPTING AN AMENDMENT OF THE SOLID WASTE AND
RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN THE
CITY OF WINTER PARK AND WASTE PRO OF FLORIDA, INC.;
PROVIDING TERMS, CONDITIONS AND OTHER PROVISIONS; AND
PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Winter Park, Florida (the "City") entered into a Solid Waste and Recyclables Collection Franchise Agreement Between the City and Waste Pro of Florida, Inc. (the "Agreement"), which requires Waste Pro to collect certain types of Solid Waste and Recyclable Materials for the City for a seven (7) year term commencing on October 31, 2016 and terminating on October 29, 2023; and

WHEREAS, the City and Franchisee have determined that that certain provisions of the Agreement require clarity or revision and it is in the best interest of the City and Waste Pro to do so at this time; and

WHEREAS, the City finds that the provisions in the attached Amendment will promote the public health, safety, and welfare, and are in the public interest; and

WHEREAS, the City, pursuant to the authority granted by Article VIII, Section 2, Florida Constitution (1968, as amended), Section 166.021, Florida Statutes, Section 180.14, Florida Statutes, and Chapter 403, Part IV, Florida Statutes, may grant to private companies or corporations the privilege or franchise for the collection and disposal of solid waste, other waste, and recyclable material for such term of years and upon such conditions and limitations as may be deemed expedient and for the best interest of the City; and

WHEREAS, Section 2.11(b)(4) of the Charter of the City authorizes the granting, renewing or extending of a franchise; and

WHEREAS, after due and proper review, evaluation, and consideration of this amendment submitted, the city finds that it is expedient and in the best interest of the City to adopt the attached Amendment of Solid Waste and Recyclables Collection Franchise ("Franchisee"), for the collection and delivery for disposal of solid waste, yard waste, bulk waste, recyclables, and construction and demolition debris (collectively "Waste") from residents, businesses, and other entities within the municipal boundaries of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this Ordinance as the findings of the Winter Park City Commission.

Section 2. Amendment of Franchise Agreement. The City of Winter Park hereby approves the Amendment of Solid Waste and Recyclables Collection Franchise Agreement

between the City of Winter Park and Waste Pro of Florida, attached hereto and incorporated herein as Exhibit "A" (the "Amendment"). The Mayor and City Clerk are hereby authorized to execute the Amendment on behalf of the City of Winter Park.

Section 3. Effective Date. This Ordinance shall take effect immediately upon adoption.

PASSED and ADOPTED this 27th day of September, 2023.

CITY OF WINTER PARK

Phillip M. Anderson, Mayor

Attest:

Rene Cranis, City Clerk

EXHIBIT A

AMENDMENT OF SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN CITY OF WINTER PARK AND WASTE PRO OF FLORIDA, INC.

This Amendment of Solid Waste and Recyclables Collection Franchise Agreement Between City of Winter Park, Florida and Waste Pro of Florida, Inc., is dated this ____ day of _____, 2023, by and between the City of Winter Park, a Florida municipal corporation (the "City"), located at 401 Park Avenue South, Winter Park, Florida 32789, and Waste Pro of Florida, Inc., a Florida corporation ("Franchisee"), located at 2101 West State Road 434, Suite 305, Longwood, Florida 32779.

RECITALS

WHEREAS, the City and Waste Pro entered into that certain Solid Waste and Recyclables Collection Franchise Agreement Between City of Winter Park, Florida and Waste Pro of Florida, Inc. (the "Agreement"), which requires Waste Pro to collect certain types of Solid Waste and Recyclable Materials for the City for a seven (7) year term commencing on October 31, 2016 and terminating on October 29, 2023; and

WHEREAS, the City and Franchisee have determined that that certain provisions of the Agreement require clarity or revision and it is in the best interest of the City and Waste Pro to do so at this time; and

WHEREAS, the City finds that the provisions in this Amendment will promote the public health, safety, and welfare, and are in the public interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Franchisee agree that they shall be bound by and shall comply with the following provisions of this Amendment:

SECTION 1. The City and Franchisee agree that the Recitals set forth above are accurate and correct.

SECTION 2. The capitalized words and phrases used in this Amendment are defined in the Agreement.

SECTION 3. The City and Franchisee agree to amend the Agreement to extend the Initial Term provided in Article 2 of the Agreement for three (3) years from October 30, 2023, to October 29, 2026. The City and Franchisee agree that the Initial Term of the Agreement can be further extended by mutual agreement of the parties.

SECTION 4. The provisions of Article 12, Section 12.15 of the Agreement are hereby amended to clarify the Service Validation System as follows:

EXHIBIT A

12.15 Franchisee will be required to provide, populate, and maintain a web-based tracking system. The tracking system will be Trac EZ or an equivalent system. Franchisee, City and Residents will have the ability to enter complaints, requests and compliments. Tickets will be tracked and closed out to ensure that all items are addressed. Franchisee's tracking system shall be capable of providing proof that services have been completed. This will be done through Third Eye or an equivalent camera system. Pictures will be made available upon request to address service issues that may arise during the course of servicing this Agreement. Franchisee's tracking system shall include an asset management database through which Franchisee shall be responsible for reporting and tracking the movement of all Roll Carts used for Residential Collection Service, including deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets, subject to City approval. The initial database must be populated and uploaded into the web-based Service Verification Database no later than seven (7) Days following the Commencement Date. All database adjustments must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. The service verification system shall be able to generate reports as needed on residential Roll Cart activity including maintenance and inventory reports. If a cart is swapped out, data for the cart removed and the cart replaced is to be provided. Data fields shall include, but not be limited to:

- a. Work order number, date, and status
- b. Roll Cart type (garbage or recycling)
- c. Residential Customer name/ID and address

Franchisee shall provide necessary access to the City of the Franchisee's web-based tracking and asset management system and work with the City to develop regular reports.

SECTION 5. Article 16, Subsection 16.2.2.2 is hereby amended to read as follows:

On October 1, 2017 and October 1 of each subsequent year during the term of this Agreement, service fees shall be adjusted in specified in Exhibit 5.

SECTION 6. Exhibit 5 of the Agreement is hereby amended as follows:

EXHIBIT 5 - CALCULATION OF RATE ADJUSTMENT

On October 1, 2023 and 2024, rates will be adjusted according to **Exhibits 1 and 3** to the 2023 Amendment of Solid Waste

EXHIBIT A

and Recyclables Collection Franchise Agreement between City of Winter Park and Waste Pro of Florida, Inc., which exhibits are attached to such amendment and incorporated herein. Effective October 1, 2025 rates will be adjusted as follows: Ninety percent (90%) of the rate adjustment shall be based on the change in the average monthly Consumer Price Index (CPI) from July through June in the prior year (CPI1) and the average monthly CPI from July through June in the current year (CPI2). The index used shall be the CPI for All Urban Consumers, South Urban Region – Garbage and Trash Collection; All Items, not seasonally adjusted, 1982-1984=100 reference base, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CUUR0000SEHG02).

Ten percent (10%) of the rate adjustment shall be based on the percentage change in the average monthly fuel price from July through June in the prior year (FI1) and the average monthly fuel price from July through June of the most recent year (FI2). Fuel prices shall be based on the Lower Atlantic (PADDIC) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Prices (dollars per gallon) published by the United States Energy Information Administration.

If any of the designated indices are discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The total rate adjustment is rounded to the nearest hundredth of a percent.

EXCEL FORMULA FOR CALCULATING RATE ADJUSTMENT

$\text{Rate Adjustment(\%)} = \text{ROUND} \left(\left(\frac{\text{CPI2} - \text{CPI1}}{\text{CPI1}} \right) * 0.90 + \left(\frac{\text{FI2} - \text{FI1}}{\text{FI1}} \right) * 0.10, 4 \right)$

Where:

"CPI1" = averaged published monthly CPI from July through June of the year prior to CPI2.

EXHIBIT A

"CPI2" = averaged published monthly CPI from July through June of the most recent year

"FI1" = average published monthly fuel price from July through June of the year prior to FI2

"FI2" = average published monthly fuel price from July through June of the most recent year

SAMPLE CALCULATION OF RATE ADJUSTMENT

Assumptions: Current Rate = \$8.00 CPI1 = 225.838 FI1 = 3.9185
CPI2 = 230.195 FI2 = 3.8747

Rate Adjustment:

=ROUND (((((230.195-225.838)/225.838)*0.90) + (((3.8747-3.9185)/3.9185) * 0.10), 4) = 1.62%

New Rate = ROUND (\$8.00 * (1 + 0.0162),2) = \$8.13

SECTION 7. Article 14, Section 14.2 of the Agreement is hereby amended to read as follows:

14.2 City and Franchisee Responsibilities

The City shall have the primary responsibility for creating public education and outreach promotional materials for the City's Solid Waste services in partnership with the Franchisee. The Franchisee shall contribute a yearly education and outreach fee of fifty thousand dollars (\$50,000) to support the City's education and outreach efforts. In addition, the Franchisee shall annually contribute fifty thousand dollars (\$50,000) to support employee related costs for servicing the CRA District/Center St. Another contribution will be made by Franchisee annually for twelve thousand five hundred dollars (\$12,500) to support the City's tree fund. A check for these contributions by Franchisee shall be due by October 30th prior to each year during the term of the Franchise Agreement. The first year's education and outreach fee shall be due October 30, 2016.

SECTION 8. Article 21, of the Agreement is hereby amended to add Section 21.18 which reads as follows:

21.18 Most Favored Nation Clause

Upon Franchisee's execution of a new contract with a similarly sized municipality in Orange County, Florida, for the provision of the same amount

EXHIBIT A

and frequency of service, terms, and conditions provided in this Agreement at a more favorable rate schedule than those provided to the City in this Agreement, Franchisee agrees that it shall reduce its rates charged to the City so as to be no more and no less than those rates charged to that similarly sized municipality.

SECTION 9: The City and the Franchisee agree that all of the provisions in the Agreement shall remain in full force and effect, without change, except for the provisions that are expressly revised, amended or added pursuant to this Amendment. The City and Franchisee may amend this agreement upon mutual written consent.

SECTION 10: As part of this amendment, Waste Pro also agrees to the following:

- Replace all shared trash compactors used in the Center St. Corridor with new or refurbished ones at the renewal date.
- Replace all cardboard containers to slat style at the renewal date.
- Addition of trash compactor at West Meadow under terms and conditions of the existing contract
- Waste Pro is committed to reducing emissions within the municipalities they operate in. In its sustainable endeavors with the City of Winter Park, Waste Pro and the City reserve the right to amend this contract upon mutual agreement should additional opportunities arise to reduce the carbon footprint.

EXHIBIT A

IN WITNESS WHEREOF, the City and the Franchisee have made and executed this Amendment to the Agreement, as attested to by the signature of their duly authorized officers or representatives, as of the day and year first above written.

Attest:	CITY OF WINTER PARK, FLORIDA
_____	By: _____
Name _____	Phil Anderson
Title _____	Mayor

Attest:	WASTE PRO OF FLORIDA, INC.
_____	By: _____
Name _____	Erik Sankey
Title _____	Regional Vice President

City of Winter Park

EXHIBIT 1 - COLLECTION SERVICE FEES

Contract Rates

Effective 10/1/2023 Effective 10/1/2024

2-1-1 RESIDENTIAL COLLECTIONS SERVICE	Monthly Collection Fee/Unit*	Monthly Collection Fee/Unit*
Solid Waste: 2x per week in Franchisee Provided Roll Carts	\$10.19	\$12.23
Recyclables: 1x per week in Franchisee Provided Roll Carts	\$4.80	\$5.76
Yard Trash: 1x per week	\$3.00	\$3.60
Total Monthly Fee per Resident	\$17.99	\$21.59

Monthly Service Fee for 2nd Solid Waste Roll Cart	\$2.05	\$2.46
Delivery and maintenance for each additional cart	\$102.94	\$123.53
Monthly Service Fee - residential side door service for customers with no handicap and do not have access	\$55.27	\$66.32

COMMERCIAL RECYCLING	Monthly Collection Fee/Unit*	Monthly Collection Fee/Unit*
Cart Service: 95-gallon Roll Cart Collected 1x per week	\$13.43	\$16.12
Dumpster Service: per cubic yard (loose)	\$5.03	\$6.04

COMMERCIAL COLLECTION SERVICE	Monthly Collection Fee/Unit*	Monthly Collection Fee/Unit*
95-gallon Roll Cart Collected 2x per week	\$26.86	\$32.23
Per Cubic Yard (loose)	\$5.03	\$6.04
Per Cubic Yard (compacted)	\$5.03	\$6.04
Extra Pick Up (Flat Rate)	\$125.00	\$150.00

ROLL-OFF & COMPACTOR SERVICES	Contractor Rate*	Contractor Rate*
Open Top Roll-Off - Per Pull Fee (all sizes)	\$251.74	\$302.09
Compactor - Per Pull Fee (all sizes)	\$251.74	\$302.09
COMPACTOR MAINTENANCE FEES PER MONTH	Contractor Rate**	Contractor Rate**
Compactor - Vertical - Lease	\$268.52	\$322.22
Compactor - 15 cubic yards - Lease	\$537.05	\$644.46
Compactor - 20 cubic yards - Lease	\$570.62	\$684.74
Compactor - 30 cubic yards - Lease	\$604.18	\$725.02
Compactor - 40 cubic yards - Lease	\$637.75	\$765.30

* Rate net to hauler noted, does not include franchise fees or disposal.

** Maximum fee charged for monthly container and maintenance fee; Franchisee may negotiate lower container and maintenance fees. Franchisee may not charge the container and maintenance fee for the collection of Program Recyclables.

NOTE: Disposal fees for compactors and roll-offs will be actual.

2nd HHW/E-Waste Collection Event, if requested	\$26,890.88	\$32,269.06
------------------------------------------------	-------------	-------------

EXHIBIT 3 - SPECIAL COLLECTION FEES**Contract Rates****Effective 10/1/2023 Effective 10/1/2024**

Miscellaneous Charges Passed Through to Customer	Contractor Rate	Contractor Rate
White Goods/each	\$40.34	\$48.41
Furniture/each	\$26.89	\$32.27
E-Waste/each	\$26.89	\$32.27
Yard Waste/per cubic yard	\$13.45	\$16.14
C&D/per cubic yard	\$20.17	\$24.20
Rolloff Delivery Charge	\$114.14	\$136.97
Deodorizer	\$208.11	\$249.73
Gates	\$28.16	\$33.79
Lock Bars	\$40.33	\$48.40
Lock Bar Shared	\$20.16	\$24.19
Locks	\$40.33	\$48.40
Receiver Box	\$268.31	\$321.97
Roll Out	\$56.46	\$67.75
Wheels	\$56.46	\$67.75



City Commission Regular Meeting Minutes

March 22, 2023 at 3:30 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Mayor Phil Anderson, Commissioners Marty Sullivan, Sheila DeCiccio, Todd Cruzada, Todd Weaver (arrived at 3:42 p.m.); City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman; City Clerk Rene Cranis.

1) Meeting Called to Order

Mayor Anderson called the meeting to order at 3:34 p.m.

2) Invocation

Pastor Shawn Garvey, First Congregational Church of Winter Park, gave the invocation followed by the Pledge of Allegiance.

3) Oaths of Office

Commissioner Sullivan was issued the ceremonial oath of office by his wife and Commissioner DeCiccio was issued the oath of office by her husband.

4) Approval of Agenda

Mayor Anderson noted that staff has requested that Item 13a be tabled. Agenda was approved by consensus. Commissioner Weaver was not present.

Commissioner Weaver arrived at 3:42 p.m.

5) Mayor Report

Mayor Anderson spoke about the city's renewable energy efforts which will be addressed in the work session on March 23rd.

6) City Manager Report

Mr. Knight advised that the required auditor report will be delayed due to complications with utility conversion program and will be presented in the second meeting in April.

a. FY 2023 Third Quarter Work Session Schedule

Mayor Anderson suggested holding the May 25th work session open for possible future discussion of the electric feasibility study. Approved by consensus.

7) City Attorney Report

8) Non-Action Items

9) Public Comments | 5 p.m. or soon thereafter (taken after Commission Reports)

10) Consent Agenda

- a. Approve the minutes of the regular meeting, March 8, 2023
- b. Approve the minutes of the work session, March 9, 2023
- c. Approve the following piggyback contracts:
 1. ACF Standby Systems, LLC - Sourcewell Contract #092222 - Electrical Energy Power Generation Equipment; For goods on an as-needed basis during the remainder of the current term of the Agreement through November 22, 2026; Amount: \$750,000.
 2. Siteone Landscape Supply, LLC - Orange County Public Schools Contract #ITB2202048 - Ant Bait & Herbicides Products; For goods on an as-needed basis during the term of the Agreement through April 26, 2024; Amount: \$125,000.
- d. Approve the following contract:
 1. Ceres Environmental Services, Inc. - RFP5-18 - Emergency Debris Management Services; Amount: \$75,000 for services on an as needed basis for the remainder of the current term through May 25, 2023.

Motion made by Commissioner Weaver to approve the Consent Agenda; seconded by Commissioner Cruzada. Motion carried unanimously with a 5-0 vote.

11) Action Items Requiring Discussion

- a. Solid Waste Services - Contract extension with Waste Pro

Mayor Anderson noted the options being presented: a three-year extension or seven-year extension with a provision for conversion of trucks to natural gas by January 2024, replacement of existing carts and change in rates.

Commissioner Weaver suggested that there may be a benefit to consider a 4½ year term as a way to hold rates against future inflation and convert one-half of their trucks to natural gas.

Commissioner DeCiccio supported a three-year term which she feels will incentivize Waste Pro to work for conversion of trucks to natural gas and renewal in three years.

Mayor Anderson asked, given the desire for natural gas trucks and to improve conditions on Center Street, if there was sufficient time to solicit bids. Ms. del Valle responded that the contract has a six-month window built in so the city could go to bid, if the commission rejects the three-year extension and have a contract in place by October 1st when the contract would renew. Staff will be bringing forward a proposal for

Center Street modifications after hosting meetings with Park Avenue merchants and the Chamber of Commerce to gain feedback. She feels it is not feasible to complete a full proposal for Center Street in six months. Staff is still looking for some interim options. Mr. Knight said a three-year extension would allow time for implementation of Center Street improvements.

Ms. del Valle advised that the contract requires a decision by March 30th. If the commission does nothing, the contract automatically renews for three-years; however, she believes the city could continue negotiations under an extension to the next meeting. She added that the city could approve a three-year extension and negotiate terms. Discussion followed on terms and options for improvements to Center Street.

Motion to approve a three-year extension and continue negotiations made Commissioner Sullivan; seconded by Commissioner DeCiccio. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

b. Naming park at former Progress Point site.

Director of Communications Clarissa Howard outlined the process for naming the Progress Point site, media efforts and results of a survey, leading to the recommendation of Seven Oaks Park.

Motion made by Commissioner Weaver to approve naming of Seven Oaks Park; seconded by Commissioner DeCiccio. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

Mrs. Howard advised the groundbreaking event will be on April 13th.

c. City Banner Policy Update

Motion made by Commissioner DeCiccio to approve the policy; seconded by Commissioner Weaver.

Bonnie Jackson, 3009 Temple Trail, spoke about her banner request made on behalf of Winter Park Republican Women Federated which was not addressed by the city. She questioned why her banner celebrating family was ignored and the request to display PRIDE banners was approved in 2021 and 2022. She feels the policy should only allow banners for city events and should define who owns the property.

Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver; and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Commissioner DeCiccio cited supreme court case regarding displaying flags and said the policy is modeled after that case and noted it applies only to city-owned property.

12) Public Hearings: Quasi-Judicial Matters

- a. RESOLUTION 2270-23: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1424 CAVENDISH ROAD, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

Attorney Ardaman read the resolution by title.

Planning Technician Aaron Hull presented this request which received a positive recommendation from staff and Planning and Zoning Board.

Motion made by Commissioner Weaver to approve the resolution; seconded by Commissioner Cruzada. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- b. Request by Winter Park National Bank to re-establish and extend the Conditional Use approval for a three-story building with one drive-in teller at 345 Carolina Avenue.

Director of Planning and Zoning Jeff Briggs presented this request, largely due to delays caused by the pandemic.

Motion made by Mayor Anderson to approve the request; seconded by Commissioner Weaver. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- c. Request of R. B. Equities, Inc.: for Conditional Use approval to allow for the development of four two-story townhouses at 730 Minnesota Avenue, zoned R-3.

Mr. Briggs reviewed the conditional use request and site plan. The plan accomplishes staff's desire to preserve three live oak trees in the middle of the site surrounded by townhouses and received a positive recommendation from Planning and Zoning Board.

Motion made by Commissioner Weaver to approve the request; seconded by Commissioner Sullivan. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- d. ORDINANCE 3268-23: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND ABANDONING A 15 FOOT-WIDE PORTION OF THE VIA TUSCANY RIGHT-OF-WAY DEDICATED BY MAITLAND SHORES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "S", PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, LYING EAST OF

THE RESIDENTIAL LOT LOCATED AT 2433 VIA TUSCANY, WINTER PARK, FLORIDA, HAVING ORANGE COUNTY TAX PARCEL IDENTIFICATION NUMBER 32-31-30-5478-05-080 AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE. (2nd reading)

Attorney Ardaman read the ordinance by title

Motion made by Commissioner Weaver to adopt the ordinance; seconded by Commissioner DeCiccio. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

13) Public Hearings: Non-Quasi-Judicial Matters

- a. Request of the City of Winter Park for: An Ordinance to extend the expiration of conditional use and variance approvals. REQUEST BY STAFF TO TABLE.

Tabled to April 12, 2023.

14) City Commission Reports

Mayor Anderson -

- Reported that Orange County Mayor Demings formed the Tourist Development Tax (TDT) Citizen Task Force to expand the input on alternatives for the TDT and at Mayor Demings request, he appointed Matthew Downs to the Task Force.

Commissioners Sullivan, DeCiccio and Cruzada - no report

Commissioner Weaver -

- Said the Winter Park Playhouse lease of their current location on Orange Avenue ends in 18 months. He suggested using the existing parking lot at Progress Point that would meet Playhouse needs. He reviewed proposed site layout with a building over parking and the many advantages and minimal disadvantages of this conceptual plan.

Winter Park Playhouse Executive Director Heather Alexander supported the plan which would allow them to move forward with a capital campaign and noted that this would be a long-term lease that she feels will complement park. The Playhouse would be responsible for building and maintenance but it would be a city asset.

After brief discussion on the FAR and importance of identifying the Playhouse needs, consensus was that staff meet with Ms. Alexander and bring forward their concept on seating, parking requirements, square footage and place on the April 12th agenda for discussion and then continue discussion in the April 13th work session.

A recess was held from 4:45 to 4:52 p.m.

Mayor Anderson asked Mr. Knight to distribute his comments on tomorrow's work session tomorrow to the rest of the commission.

9) Public Comments | 5 p.m. or soon thereafter

Lawanda Thompson, 664 Lyman Avenue, spoke about the death of Daniel Knight last year at his niece's wedding. She expressed her anger that the city has not been transparent in releasing information about the incident and wants employees terminated for violating policy and the law. She asked that all videos and documents be released to the family.

Katrina Knight, sister of Daniel Knight, spoke about her brother's character, especially as a father. She asked for transparency and release of the FDLE report, medical report, autopsy report, unedited videos (bodycam and venue) and the officer's personnel records.

Janisha Knight-Paul, niece of Daniel Knight and wedding bride, said they have not filed litigation but will do so to get transparency because they feel the family has been ignored. She spoke about the emotional trauma of her family and her wedding guests and expressed hope for resolution and support of the commission to get transparency. Ms. Paul continued on behalf of Daniel Knight's sister, Jennel Smith. She reiterated the family's ongoing emotional trauma and stated that litigation would be filed to obtain transparency.

Patricia Keeby, grandmother of Daniel Knight, was called to speak but was unable. Lawanda Thompson spoke in her place about the city doing the right thing for the family, especially for the sake of his children. She feels this has tarnished the city and the city needs to take action.

Bonnie Jackson, 3009 Temple Trail, said she feels there is a lack of greenspace in Winter Park and is glad to see Progress Point become a park. She spoke against the city helping select non-profits and spending money for the benefit of one entity over another. She opposed the construction of buildings in the park.

Michael Anthony, 704 Kiwi Circle, spoke about the symbolism of PRIDE and the importance of acceptance of members of the LGBTQ community. He thanked community members who have supported PRIDE.

Julie Von Weller, 641 Williams Drive, said she feels there is a lack of community engagement and encouraged the city to improve community engagement.


Mayor Anderson said this has been a tragic event and hearts are with the people involved and impacted by this incident.

15) Summary of Meeting Actions

- Approved 3rd quarter work session schedule, holding May 25th for possible electric feasibility discussion.
- Approved the Consent Agenda.
- Approved a three-year extension of solid waste contract.
- Renamed Progress Point site to Seven Oaks Park.
- Approved the banner policy.
- Approved resolution designating 1424 Cavendish Road to Register of Historic Places.
- Extended conditional use approval for 345 Carolina Avenue.
- Approved conditional use for 730 Minnesota Avenue.
- Adopted ordinance vacating portion of 2433 Via Tuscany.
- Schedule discussion of Winter Park Playhouse on April 12th agenda and the April 13th work session.


16) Adjournment

Mayor Anderson adjourned the meeting at 5:24 p.m.



Mayor Phillip M. Anderson

ATTEST:



City Clerk Rene Cranis



City Commission **agenda item**

item type Public Hearings: Non-Quasi Judicial Matters (Public participation and comment on these matters may be virtual or in-person.)	meeting date September 27, 2023
prepared by Jeffrey Briggs	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Proposed amendments to the Comprehensive Plan and Chapter 58, Land Development Code, Article I, Comprehensive Plan to adopt a new Comprehensive Plan goals, objectives and policies document, (First reading will be on October 25th for the entire document.)

motion / recommendation

Motion to accept, with any changes desired by the City Commission, the updated Comprehensive Plan, for the Public Facilities, Conservation, Recreation and Open Space, Capital Improvements, Public School Facilities, Intergovernmental Coordination and Private Property Rights elements.

background

The City's Comprehensive Plan was last adopted in 2017 and every seven years, the City must revise and update the Comprehensive Plan. The deadline for Winter Park is adoption by February 2024. There are very few changes that the staff is recommending but given the passage of time, there are some polices that need to be added or modified to reflect current thinking and priorities.

The public hearing by P&Z on September 5, 2023 recommended approval on these seven of the ten required chapters or elements. They are Public Facilities, Conservation, Recreation and Open Space, Capital Improvements, Public School Facilities, Intergovernmental Coordination and Private Property Rights. Attached is a list of the changes recommended in these elements.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Com. Plan List of Changes - Ch 4-10 \(002\).pdf](#)

List of Comprehensive Plan GOP Changes

Chapter 4 Public Facilities

Policy 4-2.1.4: New Sewer Service Outside City Limits The city will not provide new sewer connections or services to or for any property located outside the city limits unless otherwise agreed to in an annexation agreement executed by the city and the owner(s) of the property. Conditions for annexation must be met and some exclusions apply.

Policy 4-2.1.87: Prohibit Septic Tanks for New Development within the City Limits New development and redevelopment within the City limits are prohibited from using septic tank systems except as otherwise allowed under Policy 4-2.1.7 to Policy 4-2.1.11. All new development within the City limits shall connect to the central wastewater system ~~no later than as a condition of the~~ issuance of a certificate of occupancy unless otherwise allowed under Policy 4-2.1.7 to Policy 4-2.1.11.

OBJECTIVE 4-5.1: Provide Potable Water to Meet Customer Needs The City shall provide water production, treatment and distribution facilities, and equipment necessary to meet the needs of its customers. The City shall meet adopted level of service standards through the year 20~~33~~²⁷.

Policy 4-2.1.6: New Potable Water Service Outside City Limits The city will not provide new potable water connections or services to or for any property located outside the city limits unless otherwise agreed to in an annexation agreement executed by the city and the owner(s) of the property. Conditions for annexation must be met and some exclusions apply.

Policy 4-5.1.98: Implementation of City Water Supply Facilities Work Plan The City of Winter Park Water Supply Facilities Work Plan as submitted by the City and approved by the St. Johns River Water Management District in ~~November~~^{October} 20~~20~~⁰⁵ for the time period of 20~~20~~⁰⁵ through 20~~40~~¹⁵ is hereby adopted by reference.

Policy 4-5.2.1: Water Reclamation The City shall continue to apply treated effluent as reuse water for irrigation within parks, open space areas, golf courses, and cemeteries. Reuse lines shall be expanded as opportunities arise to provide additional areas of the City with reclaimed water for irrigation purposes. Expansion of the reuse lines and reclaimed water shall also occur consistent with requirements set forth by the St. Johns River Water Management District (SJRWMD) within the City's consumptive use permits. Where feasible reuse lines shall be extended in high recharge areas (See map PFE-4-03).

Policy 4.7.1.5: Electric Undergrounding The City shall continue to pursue its electric undergrounding program in a timely and cost efficient manner. The city intends to have this completed by end of calendar year 20~~30~~²⁶. Undergrounding completion is defined as all primary and secondary overhead lines. ~~where secondary lines do not include service lines to residential and commercial properties.~~

Chapter 5

Conservation

OBJECTIVE 5-1.1: Air Quality Winter Park shall participate in any regional or statewide effort to attain satisfactory air quality and reduction of carbon emissions in Central Florida at a condition equal to or better than state and federal air quality standards through the implementation of the following policies (below).

Policy 5-1.1.1: Transportation Alternatives The City shall continue to plan for transportation alternatives to gasoline-powered automobiles by promoting electric vehicles (EV) usage with public-facing charging stations, planning efficient pedestrian and bicycle systems and by evaluating future feasibility for multimodal systems, including bus and passenger rail transit, and by adapting streets, and parking structures to facilitate pedestrian and bicycle transportation.

Policy 5-1.1.2: Support Transit Service The City shall continue to support transit services within Winter Park, including annual allocation of city funds for such service if services are determined to provide a benefit commensurate with the cost to Winter Park residents and businesses and also meet City carbon reduction goals and objectives.

Policy 5-1.1.9: Promote Alternative Transportation Fuels As part of the capital purchasing process for new motor vehicles used to transport City staff serving functions other than life/safety or maintenance operations, the City shall consider the costs and benefits of purchase vehicles powered by alternative fuels or engine design, such as hybrid or electric vehicles.

Policy 5-2.1.1: Construction Impacts on Surface Water Quality Soil and silt material disturbed by clearing and construction activities shall remain onsite and away from lake and streams through application of soil protection methods including application of the following techniques where applicable.

1. Soil erosion created by wind and stormwater runoff shall be reduced through the application of best management construction practices that retain soils on-site to the greatest extent practical.
2. Tree and vegetation protection standards shall prevent the clearing of land or the removal of trees, particularly within littoral zones (shoreline areas), except when authorized by the City through development or clearing permits.
3. Temporary stormwater drainage systems, such as swales and berms, shall be installed with new construction and clearing activities to capture direct surface runoff waters that may carry sand, silt, and other debris into lakes or streams.

Policy 5-2.1.2: Infrastructure Improvements The City shall continually implement surface water quality improvement projects that minimize debris, nutrient and bacteriological contamination of the lakes to include street and sediment trap cleaning, -canal wall replacement, retention systems, protection and restoration of replanting native aquatic vegetation, and utilizing technologies such as and stormwater a Alum injection systems.

Policy 5-2.1.8: -Regional Surface Water Quality Programs & Improvements The City shall coordinate its surface water improvement program with the St. Johns s River Water

Management District (SJRWMD) [and the Florida Department of Environmental Protection \(FDEP\) Surface Water Improvement and Management Plan](#) as applicable to the middle basin of the St. Johns River and the Econlockhatchee River System. The City shall also coordinate with SJRWMD/[FDEP](#) regarding City surface water improvement projects that may be eligible for SJRWMD/[FDEP](#) funding assistance.

[Policy 5-2.1.9: Educational outreach](#) [The City shall conduct educational outreach to engage the community, both residents and visitors, for the protection and enhancement of water quality. Such engagements shall include the following.](#)

- [1. Provide public awareness on fertilizer use to reduce excess nutrient loading into lakes and creeks.](#)
- [2. Provide aquatic plant restoration events to provide education on the important of healthy shorelines with community engagement and volunteers.](#)
- [3. Implement a citizen guide to healthy shoreline living that educates lakefront residents on how to further protect water quality, from selecting vendors that do not violate shoreline ordinances to proper landscape management services that refrain from discharging grass clippings into lakes and creeks.](#)
- [1-4. Provide public awareness on the prevention of importing invasive aquatic plant material found on boats/trailers entering into the public waters known as the Chain of Lakes.](#)

Policy 5-2.3.2: Floodplain Protection Standards The City shall continue to require a conditional use permit for any type of construction within the stream floodplain areas, a lakefront, canalfront and streamfront site plan review by the [Planning and Zoning Board](#) [Lakes and Waterways Board](#) and/or [Lake Killarney Board](#) for approval of all construction within lake, canal and stream floodplain areas, new habitable construction to locate outside all lakefront and stream floodplain areas, and require connection to sewer over septic where possible.

Policy 5-2.4.6: Conservation Designation. The Future Land Use Element and Map shall require a conservation designation to be placed upon all wetlands, floodways and stream floodplain areas designated by the FEMA floodplain maps along all stream front areas in the city specifically to protect these areas from development impacts and potential encroachment. The Future Land Use Map shall place a Conservation Designation upon such wetlands along Howell Branch Creek northeast of Lake Maitland [known as Howell Branch Preserve](#) as well as the Howell Branch Creek wetlands located between Lakes Sue and Virginia.

Policy 5-2.4.7: Wetland Mitigation Disturbance or destruction of wetlands shall be avoided on lands designated conservation. Where the SJRWMD has approved the removal, alteration, or destruction of wetlands, within the remaining isolated sections of the Crane Strand wetland, mitigation shall occur consistent with those requirements. Prior to issuance of any land clearing or construction permit from the City, an applicant must receive and adhere to all environmental permits that are required by the [SJRWMD](#) and/or State of Florida.

Policy 5-2.5.2: Designation of Conservation Land Resources The Future Land Use Map series delineates Conservation Future Land Use for wetlands whose value warrants long-term preservation. Such areas include wetlands, floodways and floodplains along Howell

Branch Creek northeast of Lake Maitland [known as Howell Branch Preserve](#) as well as along the Howell Branch Creek wetlands located between Lakes Sue and Virginia. All conservation land resources shall either remain undeveloped or shall undergo "restricted development." "Restricted development" shall be defined as the development options allowed by the development rights and restrictions stipulated in the Future Land Use Element. Passive recreation shall be a use that is allowed within the Conservation future land use designation.

Policy 5-2.5.4: Intergovernmental Coordination & Natural Resource Management

The City shall coordinate with the FDEP, SJRWMD, East Central Florida Regional Planning Council, Florida Fish and Wildlife Conservation Commission, [Florida Department of Health](#), and Orange [and Seminole](#) County, [and surrounding municipalities](#)—regarding management or protection of natural resources. Such intergovernmental coordinating activities shall protect the values and functions of natural systems. The methods for coordinating with other local governments, state, federal, and private plans/programs for conservation of natural resources shall be incorporated into the City's planning process.

Policy 5-2.10.1: Collection of Residential Hazardous Wastes The City shall continue to operate ~~the an annual~~ [Sp special](#) ~~c~~Collection [day](#)Facility for household hazardous wastes and shall cooperate with the Orange County Environmental Protection Division to ensure the proper use, storage, disposal and recycling of hazardous materials.

Chapter 6

Recreation & Open Space

Policy 6-2.3.1: Open Space along Lakefront Areas Development shall be setback from lake fronts to create open space areas in natural vegetation along shoreline areas. At a minimum, all principal structures shall be set back at least fifty (50) feet from any lake shoreline unless special conditions and circumstances pre-exist justifying a variance. With exception to public beaches owned by the City of Winter Park, for residential land, no more than ~~ten-five~~ [\(5%±0%\)](#) percent of the land area from the ordinary high water elevation to a point 50 feet landward can be impervious.

Policy 6-2.4.1: Park Land Change Of Use [In accordance with the City Charter provision](#), ~~Aa~~ [super](#)majority [\(four](#) votes) of the City Commission is required to convert publicly-owned park land to other uses. In such circumstances the City shall also adopt a plan that identifies equivalent new parks or park site relocation.

Policy 6-2.6.2 Preservation of Cultural Features in Community Parks [The City shall preserve cultural features such as the sculptures and public art in community parks like Martin Luther King Jr and Shady Park as they promote the unique, diverse, and heritage of neighborhoods that are vital to the quality of life of its citizens.](#)

Chapter 7

Capital Improvements

No changes except adding the 5-year capital plan to be adopted in September.

Chapter 8

Intergovernmental Coordination

No changes

Chapter 9

Public School Facilities

No changes

Chapter 10

Private Property Rights

No changes