



CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, SEPTEMBER 27, 2021 - 6:30 PM
CITY HALL - COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Roll Call
Invocation
Pledge of Allegiance
Agenda Changes

AWARDS AND PRESENTATIONS

- 100. Presentation Honoring Alex Gibson's Service to the City
- 101. Police Department Presentations
- 102. Presentation from Scott Dudley, Florida League of Cities

INFORMATIONAL AGENDA

- 200. Informing the City Commission of the Upcoming Requirement for Appointments to the 2022 Winter Springs Districting Commission

PUBLIC INPUT

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

CONSENT AGENDA

- 300. City of Winter Springs Defined Benefit Plan October 1, 2020 Actuarial Valuation Report
[October 1, 2020 Actuarial Valuation with CL.pdf](#)
- 301. FY 2022 Resurfacing
[Resurfacing Lists and Maps](#)
- 302. West WWTP Reliability Improvements. SGS Contracting Services, Inc./Synagro Contract Modification
- 303. SCADA (Supervisory Control and Data Acquisition) Contract rider, West WRF SCADA Improvements and Lift Station 7W SCADA Improvements, Contract and Scope of Work Award
[Rider Revere Control Systems Final \(Signed\) \(1\).pdf](#)
- 304. West WRF Temporary Disk Filter, Vendor Selection and Award
[ITB 05-21 JN \(Veolia\).pdf](#)

[ITB 05-21 JN \(WesTech\).pdf](#)
[ITB 05-21 JN Temporary Disk Filter Rental Final 090321.pdf](#)
[Orlando Sentinal Invitation to bid 9 10 2021.pdf](#)
[Orlando Sentinal Invitation to bid 9 3 2021.pdf](#)

305. West WRF Temporary Storage Tank and Emergency Pump, Vendor Selection and Award
[ITB 06-21 JN \(United Rentals\)](#)
306. West WRF Temporary Belt Press, Vendor Selection and Award
[ITB 07-21 JN \(Charter Machine Company\)](#)
[ITB 07-21 JN \(Eagle Dynamic Solutions LLC\)](#)
[ITB 07-21 JN \(Merrell Bros Inc.\)](#)

PUBLIC HEARINGS AGENDA

400. Final Millage Rate for Fiscal Year 2021-2022
[Resolution 2021-14 Adopt Final Millage Rate.pdf](#)
401. Final Budget for Fiscal Year 2021-2022
[Resolution 2021-15 Adopt Final Budget.pdf](#)

REGULAR AGENDA

500. Appeal of the Petition for Lien Reduction or Release for the Estate of Mel D Hall
629 Alton Road
[Summary of Documents from Regular Agenda 503 August 9 2021\(updated\)](#)
501. Appeal of a Lien Reduction/Release Denial for 3271 N US HWY 17-92, Longwood,
FL 32750 RaceTrac Store #2344
[1. RaceTrac Appeal of Denial 082021.pdf](#)
[2. RaceTrac Lien Request Denial 072221.pdf](#)
[3. 3271 N US 17-92 RaceTrac Lien Reduction Request.pdf](#)
[4. Code Enforcement Item 504 Public Hearing 062816.pdf](#)
[5. Code Enforcement Item 600 Public Hearing 082316.pdf](#)
[6. 3271 N US 17-92 RaceTrac Additional Supporting Docs.pdf](#)
502. General Discussion on Action for Resolution No. 2021-09
503. Appointment Opportunities for City Boards and Committees
504. New Business

REPORTS

- 600. City Manager Shawn Boyle
- 601. City Attorney Anthony A. Garganese
- 602. City Clerk Christian Gowan
- 603. Seat Three Commissioner/Deputy Mayor Ted Johnson
- 604. Seat Four Commissioner TiAnna Hale
- 605. Seat Five Commissioner Rob Elliott
- 606. Mayor Kevin McCann
- 607. Seat One Commissioner Matt Benton
- 608. Seat Two Commissioner Kevin Cannon

PUBLIC INPUT

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ADJOURNMENT

PUBLIC NOTICE

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based" - per Section 286.0105 *Florida Statutes*.



INFORMATIONAL AGENDA ITEM 200

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

Informing the City Commission of the Upcoming Requirement for Appointments to the 2022 Winter Springs Districting Commission

SUMMARY

Pursuant to Section 4.02 of the Charter of the City of Winter Springs, staff will be requesting that the Mayor and Members of the City Commission make appointments to the seven (7) member Districting Commission.

By February 1, 2022, the City Commission must appoint seven (7) city electors determined from the registration of the last election; one (1) to be appointed by each Commissioner from their respective district, and two (2) appointed by the Mayor from the city at-large. Electors chosen shall not be employed by the City in any other capacity.

The Districting Commission shall file their report with the City within one hundred twenty (120) days of appointment to the Districting Commission. This report will contain a recommended plan for adjustment of the Commission district boundaries.

The Districting Commission shall consider the following specific criteria in their recommendations for any district boundary adjustments:

- Each district shall be formed of compact, contiguous territory and its boundary lines shall follow the centerlines of streets insofar as practical or possible, or other boundaries available.
- The districts shall be based upon the principle of equal and affective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.
- The report shall include a map and the description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the City, the report shall be treated as an ordinance introduced by a commissioner.

The tentative schedule for the Districting process is as follows:

- September 27, 2021: Informational agenda item advising the City Commission about the Districting process and upcoming appointments.
- October 2021 through December 2021: City Commission makes appointments to the Districting Commission
- January 2021 - City Commission approves a Resolution for the appointments and establishes a report deadline
- May/June 2021 - First and Second Readings of the Ordinance considered for adopting the new Districting Map

RECOMMENDATION

Staff requests the City Commission receive and review the information provided in this Agenda Item. The Commission may want to begin consideration of their respective appointments to the Districting Commission.



CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

City of Winter Springs Defined Benefit Plan October 1, 2020 Actuarial Valuation Report

SUMMARY

On August 23, 2021 the Board of Trustees for the City's Defined Benefit Plan met in a regular meeting held in the City's chambers. Gabriel, Roeder, Smith & Company (GRS) the City's outside actuarial firm, is a nationally recognized leader in the actuarial and benefits consulting industry. GRS prepared and presented the attached Annual Actuarial Valuation Report dated October 1, 2020. The Board of Trustees unanimously accepted and approved the valuation report as presented.

RECOMMENDATION

Staff recommends the City Commission accept the Actuarial Valuation Report for the Defined Benefit Plan dated October 1, 2020 as put forth by the Board of Trustees.



May 24, 2021

Ms. Casey Howard
HR and Benefits Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

**Re: City of Winter Springs Defined Benefit Plan
October 1, 2020 Actuarial Valuation**

Dear Casey:

As requested, we are pleased to enclose eleven (11) copies of the October 1, 2020 Actuarial Valuation Report for the City of Winter Springs Defined Benefit Plan.

We appreciate the opportunity to partner with you on this important project.

Upon Board approval of the Actuarial Valuation Report, we will upload an electronic copy of the Actuarial Valuation Report along with the required disclosure information to the State portal as required by the State.

If you should have any questions concerning the above, please do not hesitate to contact us.

Sincerest regards,

A handwritten signature in black ink that reads "Michelle Jones". The signature is written in a cursive, flowing style.

Shelly L. Jones, A.S.A
Consultant and Actuary

Enclosures

City Of Winter Springs Defined Benefit Plan

ACTUARIAL VALUATION AS OF OCTOBER 1, 2020

This Valuation Determines the Annual Contribution for the Plan Year October 1, 2021 through September 30, 2022 to be Paid in Plan Year October 1, 2021 to September 30, 2022

May 24, 2021



**City of Winter Springs
Defined Benefit Plan**

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May 24, 2021

City Council
City of Winter Springs Defined Benefit Plan
c/o Ms. Casey Howard
HR and Benefits Manager
1126 East State Road 434
Winter Springs, Florida 32708

Dear Council Members:

October 1, 2020 Actuarial Valuation

We are pleased to present our October 1, 2020 Actuarial Valuation for the City of Winter Springs Defined Benefit Plan (Plan). The purpose of this report is to indicate appropriate contribution levels, comment on the actuarial stability of the Plan and to satisfy State requirements. The City has retained Gabriel, Roeder, Smith and Company (GRS) to prepare an annual actuarial valuation under Section 3.02 of the Plan.

This report consists of this commentary, detailed Tables I through XV, the State Required Exhibit on Table XVI and Glossary on Table XVII. The Tables contain basic Plan cost figures plus significant details on the benefits, liabilities and experience of the Plan. We suggest you thoroughly review the report at your convenience and contact us with any questions that may arise.

Retirement Plan Costs

Our Actuarial Valuation develops the required minimum Plan payment for the Plan Year October 1, 2021 – September 30, 2022 under the Florida Protection of Public Employee Retirement Benefits Act. The minimum payment consists of payment of annual normal costs including amortization of the components of the unfunded actuarial accrued liability over various periods as prescribed by law. The minimum payment is **\$1,266,869 (29.9%)**. The figure in parentheses is the Plan cost expressed as a percentage of projected covered annual payroll for fiscal year October 1, 2021 – September 30, 2022 (\$4,236,443).

This total cost is to be met by member, County and City contributions. We anticipate member contributions will be **\$211,822** (5.0% of projected covered payroll for fiscal year ending September 30, 2021). The resulting minimum required County and City contribution is **\$1,055,047** (24.9%).

We recommend the City continue to contribute not less than the dollar amount of minimum required contribution due to the closing of the Plan to future general employees.

Changes in Actuarial Assumptions, Methods and Plan Provisions

The Plan provisions remain unchanged from our October 1, 2019 Actuarial Valuation. The Plan provisions are outlined on Table IX.

The investment return assumption and mortality assumption for disabled participants have been updated. The mortality assumptions have been updated to use the mortality assumptions used by the Florida Retirement System (FRS) as required under F.S., Chapter 2015-157 based upon the July 1, 2020 FRS Actuarial Valuation. The remaining actuarial assumptions and methods remain unchanged from our October 1, 2019 Actuarial Valuation. The actuarial assumptions and methods are outlined on Table X.

Comparison of October 1, 2019 and October 1, 2020 Valuation Results

Table II of our report provides information of a comparative nature. The left columns of the Table indicate the costs as calculated for October 1, 2019. The center columns indicate the costs as calculated for October 1, 2020 prior to the update in actuarial assumptions. The right columns indicate the costs as calculated for October 1, 2020 after the update in actuarial assumptions.

Comparing the left and center columns of Table II shows the effect of Plan experience during the year. The number of active participants increased by approximately 1% while covered payroll decreased by approximately 2%. Total Plan membership increased by approximately 2%. Total normal cost, the unfunded actuarial accrued liability and the net County and City minimum funding requirement all decreased both as a dollar amount and a percentage of covered payroll.

Comparing the center and right columns of Table II shows the effect of the update of the actuarial assumptions. Total normal cost, the unfunded actuarial accrued liability and the net County and City minimum funding requirement all increased both as a dollar amount and as a percentage of covered payroll.

The value of vested accrued benefits exceeds Plan assets, resulting in a Vested Benefit Security Ratio (VBSR) of 91.9% (92.8% prior to assumptions update) which is an increase from 90.3% as of the October 1, 2019 Actuarial Valuation. The VBSR is measured on a market value of assets basis.

Plan Experience

The Plan experienced an actuarial loss in the amount of \$125,424 this year. This indicates actual overall Plan experience was less favorable than expected.

Table XV (salary, turnover and investment yield) provides figures on recent Plan experience. Salary experience indicates actual salary increases averaged approximately 7.8% for General and Forensic



Employees and 4.1% for Firefighters and Police Officers for Plan Year ended September 30, 2020 when compared to the assumed salary increase of 3.1% and 3.4%, respectively. Salary increases were generally a source of actuarial loss. The three, five and ten-year average annual salary increases are 7.0%, 5.4% and 3.6% for General and Forensic Employees, respectively – 4.8%, 4.8% and 2.7% for Firefighters and Police Officers, respectively.

Employee turnover this year was 260% of the assumed turnover for General and Forensic Employees and 120% of the assumed turnover for Firefighters and Police Officers. Employee turnover was an offsetting source of actuarial gain. The three, five and ten-year average annual turnover is 300%, 240% and 200%, respectively for General and Forensic Employees - 130%, 240% and 230%, respectively for Firefighters and Police Officers.

The smoothed value investment return of 8.42% was greater than the investment return assumption of 7.50% (prior assumption). Smoothed value investment return was an additional offsetting source of actuarial gain during the year. The three, five and ten-year average annual smoothed value investment returns are 8.60%, 9.2% and 7.8%, respectively. The one, three, five and ten-year average annual market value returns are 7.81%, 7.08%, 9.2% and 9.1%, respectively.

Member Census and Financial Data

The City submitted the Member census data used for this Actuarial Valuation to us as of October 1, 2020. This information contains name, Social Security number, date of birth, date of hire, October 1, 2020 rate of pay, actual salary paid and member contributions for the previous year. Dates of termination and retirement are provided where applicable. The City updated information on inactive participants including retirees, beneficiaries and vested terminees.

Financial information concerning Plan assets was provided by the City as of September 30, 2020. We do not audit the Member census data and asset information that is provided to us; however, we perform certain reasonableness checks. The City is responsible for the accuracy of the data.

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures, as illustrated in this report, are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in Plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the Plan's future financial condition include:

1. Investment risk – actual investment returns may differ from expected returns;
2. Asset / Liability mismatch – changes in asset values may not match changes in liabilities, thereby altering the gap between the accrued liability and assets and consequently altering the funded status and the actuarially determined contribution requirements;
3. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the Plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll or other relevant contribution base;
4. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and the actuarially determined contributions differing from expected;
5. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;
6. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and the actuarially determined contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example if the investment return since the most recent actuarial valuation is less (or more) than the assumed rate, the actuarially determined contribution can be expected to increase (or decrease). Likewise if longevity is improving (or worsening), increases (or decreases) in the actuarially determined contribution can be anticipated.

The actuarially determined contribution rate shown on page one of the report may be considered as a minimum contribution rate that complies with the Plan's funding policy. The timely receipt of the actuarially determined contributions is critical to support the financial health of the Plan. Users of this

report should be aware that contributions made at the actuarially determined rate do not necessarily guarantee benefit security.

Plan Maturity Measures

Risks facing a pension plan evolve over time. A young plan with virtually no investments and paying few benefits may experience little investment risk. An older plan with a large number of members in pay status and a significant trust fund may be much more exposed to investment risk. Generally accepted plan maturity measures include the following:

	<u>2019</u>	<u>2020</u>
Ratio of market value of assets to payroll	12.65	13.82
Ratio of actuarial accrued liability to payroll	14.95	15.89
Ratio of actives to retirees and beneficiaries	0.58	0.56
Ratio of net cash flow to market value of assets	-0.3%	-0.8%
Duration of the actuarial accrued liability	11.57	11.42

Ratio of Market Value of Assets to Payroll

The relationship between assets and payroll is a useful indicator of the potential volatility of the actuarially determined contribution. For example, if the market value of assets is 2.0 times the payroll, a return on assets 5% different than assumed would equal 10% of payroll. A higher (lower) or increasing (decreasing) level of this maturity measure generally indicates higher (lower) or increasing (decreasing) volatility in the actuarially determined contribution as a percentage of payroll.

Ratio of Actuarial Accrued Liability to Payroll

The relationship between actuarial accrued liability and payroll is a useful indicator of the potential volatility of the actuarially determined contributions for a fully funded plan. A funding policy targeting a funded ratio of 100% is expected to result in the ratio of assets to payroll and the ratio of liability to payroll converging over time.

The ratio of actuarial accrued liability to payroll may also be used as a measure of sensitivity of the liability itself. For example, if the actuarial accrued liability is 2.5 times payroll, a change in actuarial accrued liability 2% other than assumed would equal 5% of payroll. A higher (lower) or increasing (decreasing) level of this maturity measure generally indicates a higher (lower) or increasing (decreasing) volatility in actuarial accrued liability (and also the actuarially determined contribution) as a percentage of payroll.

Ratio of Actives to Retirees and Beneficiaries

A young plan with many active members and few retirees will have a high ratio of active to retirees. A mature open plan may have close to the same number of actives to retirees resulting in a ratio near 1.0. A super-mature or closed plan may have significantly more retirees than actives resulting in a ratio below 1.0.

Ratio of Net Cash Flow to Market Value of Assets

A positive net cash flow means contributions exceed benefits and expenses. A negative cash flow means existing funds are being used to make payments. A certain amount of negative net cash flow is generally expected to occur when benefits are prefunded through a qualified trust. Large negative net cash flows as a percent of assets may indicate a super-mature plan or a need for additional contributions.

Duration of Actuarial Accrued Liability

The duration of the actuarial accrued liability may be used to approximate the sensitivity to a 1% change in the assumed rate of return. For example, a duration of 10 indicates the actuarial accrued liability would increase approximately 10% if the assumed rate of return were lowered 1%.

Additional Risk Assessment

Additional risk assessment is outside the scope of the annual actuarial valuation. Additional assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability.

Summary

In our opinion the benefits provided for under the current Plan will be sufficiently funded through the payment of the amount as indicated in this and future Actuarial Valuation reports. We will continue to update you on the future payment requirements for the Plan through our actuarial reports. These reports will also continue to monitor the future experience of the Plan.

The actuarial assumptions used in this Actuarial Valuation are as adopted by the Plan. The economic and demographic actuarial assumptions are based upon the results of an Experience Study for the period October 1, 2011 – September 30, 2016. The mortality assumptions are as prescribed by statute. Each assumption represents an estimate of future Plan experience.

If all actuarial assumptions are met and if all future minimum required contributions are paid,



Plan assets will be sufficient to pay all Plan benefits, future contributions are expected to remain relatively stable or decrease as a percent of payroll and the funded status is expected to improve. Plan minimum required contributions are determined in compliance with the requirements of the Florida Protection of Public Employee Retirement Benefits Act with normal cost determined as a level percent of covered payroll and a level dollar amortization payment using an initial closed amortization period of 30 years.

The Unfunded Actuarial Accrued Liability (UAAL) may not be appropriate for assessing the sufficiency of Plan assets to meet the estimated cost of settling benefit obligations but may be appropriate for assessing the need for or the amount of future contributions. The UAAL would be different if it reflected the market value of assets rather than the smoothed value of assets.

The GASB Net Pension Liability and Plan Fiduciary Net Position as a Percentage of Total Pension Liability may not be appropriate for assessing the sufficiency of Plan assets to meet the estimated cost of settling benefit obligations but may be appropriate for assessing the need for or the amount of future contributions.

The Funded Ratio shown in Table II is for informational purposes and may not be appropriate for assessing the sufficiency of Plan assets to meet the estimated cost of settling benefit obligations but may be appropriate for assessing the need for or the amount of future contributions.

This report should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This report was prepared using ProVal's valuation model, a software product of Winklevoss Technologies. We are relying on the ProVal model. We performed tests of the ProVal model with this assignment and made a reasonable attempt to understand the developer's intended purpose of, general operation of, major sensitivities and dependencies within, and key strengths and limitations of the ProVal model. In our professional judgment, the ProVal valuation model has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement plans. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

This report may be provided to parties other than the City only in its entirety and only with the permission of an approved representative of the City.



The signing actuaries are independent of the Plan sponsor.

The undersigned are Members of the American Academy of Actuaries and meet the qualification standards of the American Academy of Actuaries to render the actuarial opinions contained in this report. We are available to respond to any questions with regards to matters covered in this report.

Very truly yours,



Shelly L. Jones, A.S.A., E.A.
Consultant and Actuary



Jennifer M. Borregard, E.A.
Consultant and Actuary

Summary of Retirement Plan Costs as of October 1, 2020

	Prior Assumptions		Current Assumptions	
	Cost Data	% of Payroll	Cost Data	% of Payroll
A. Participant Data Summary (Table III)				
1. Active Employees	74	N/A	74	N/A
2. Terminated Vested	167	N/A	167	N/A
3. Receiving Benefits	131	N/A	131	N/A
4. Total Annual Payroll of Active Employees	\$ 4,236,443	100.0%	\$ 4,236,443	100.0%
B. Total Normal Costs				
1. Age Retirement Benefits	\$ 243,520	5.7%	\$ 250,211	5.9%
2. Termination Benefits	127,029	3.0%	129,933	3.1%
3. Death Benefits	6,692	0.2%	6,846	0.2%
4. Disability Benefits	3,516	0.1%	3,417	0.1%
5. Estimated Expenses	32,984	0.8%	32,984	0.8%
6. Total Annual Normal Costs	\$ 413,741	9.8%	\$ 423,391	10.0%
C. Total Actuarial Accrued Liability				
1. Age Retirement and Termination Benefits Active Employees	\$ 12,734,683	300.6%	\$ 12,915,989	304.9%
2. Death Benefits Active Employees	214,155	5.1%	217,137	5.1%
3. Disability Benefits Active Employees	108,101	2.6%	104,665	2.5%
4. Retired or Terminated Vested Participants Receiving Benefits	41,696,930	984.2%	42,049,921	992.6%
5. Terminated Vested Participants Entitled to Future Benefits	9,998,885	236.0%	10,143,331	239.4%
6. Deceased Participants Whose Beneficiaries are Receiving Benefits (includes DROs)	1,765,246	41.7%	1,778,248	42.0%
7. Disabled Participants Receiving Benefits	0	0.0%	0	0.0%
8. Miscellaneous Liability (Refunds in Process)	118,808	2.8%	118,808	2.8%
9. Total Actuarial Accrued Liability	\$ 66,636,808	1572.9%	\$ 67,328,099	1589.3%
D. Assets (Table V)				
1. Smoothed Value of Assets	\$ 58,929,456	1391.0%	\$ 58,929,456	1391.0%
2. Market Value of Assets	\$ 58,544,989	1381.9%	\$ 58,544,989	1381.9%
E. Unfunded Actuarial Accrued Liability (C.9. - D.1.)	\$ 7,707,352	181.9%	\$ 8,398,643	198.2%

Summary of Retirement Plan Costs as of October 1, 2020

	Prior Assumptions		Current Assumptions	
	<u>Cost Data</u>	<u>% of Payroll</u>	<u>Cost Data</u>	<u>% of Payroll</u>
F. Minimum Required Contribution				
1. Total Normal Cost (including expenses)	\$ 413,741	9.8%	\$ 423,391	10.0%
2. Amortization of Unfunded Liability	741,387	17.5%	790,747	18.7%
3. Interest Adjustment	50,735	1.2%	52,731	1.2%
4. Total Payment	<u>\$ 1,205,863</u>	28.5%	<u>\$ 1,266,869</u>	29.9%
G. Expected payroll of active employees for FYE 2022 (1.000 x \$4,236,443)	\$ 4,236,443	100.0%	\$ 4,236,443	100.0%
H. Contribution Sources (percent of expected 2022 payroll)				
1. County and City	\$ 994,041	23.5%	\$ 1,055,047	24.9%
2. Member	211,822	5.0%	211,822	5.0%
3. Total required contribution	<u>\$ 1,205,863</u>	28.5%	<u>\$ 1,266,869</u>	29.9%
I. Actuarial Gain / (Loss)	\$ (125,424)	(3.0%)	\$ (125,424)	(3.0%)
J. Actuarial Present Value of Vested Accrued Benefits				
1. Retired, Terminated Vested, Beneficiaries and Disabled Receiving Benefits	\$ 43,462,176	1025.9%	\$ 43,828,169	1034.6%
2. Terminated Vested Participants Entitled to Future Benefits and Miscellaneous	10,117,693	238.8%	10,262,139	242.2%
3. Active Participants Entitled to Future Benefits	<u>9,478,069</u>	223.7%	<u>9,610,004</u>	226.8%
4. Total Actuarial Present Value of Vested Accrued Benefits	\$ 63,057,938	1488.5%	\$ 63,700,312	1503.6%
K. Unfunded Actuarial Present Value of Vested Accrued Benefits (J.4. - D.2., not less than zero)	\$ 4,512,949	106.5%	\$ 5,155,323	121.7%
L. Vested Benefit Security Ratio (D.2. ÷ J.4.)	92.8%	N/A	91.9%	N/A

Comparison of Cost Data of October 1, 2019 and October 1, 2020 Valuations

	October 1, 2019		Prior Assumptions October 1, 2020		Current Assumptions October 1, 2020	
	Cost Data	% of Compensation	Cost Data	% of Compensation	Cost Data	% of Compensation
A. Participants						
1. Active Employees	73	N/A	74	N/A	74	N/A
2. Terminated Vested	167	N/A	167	N/A	167	N/A
3. Receiving Benefits	125	N/A	131	N/A	131	N/A
4. Total Annual Payroll of Active Employees	\$ 4,325,321	100.0%	\$ 4,236,443	100.0%	\$ 4,236,443	100.0%
B. Total Normal Costs	\$ 470,973	10.9%	\$ 413,741	9.8%	\$ 423,391	10.0%
C. Actuarial Accrued Liability	\$ 64,659,208	1494.9%	\$ 66,636,808	1572.9%	\$ 67,328,099	1589.3%
D. Present Value of Future Benefits	\$ 67,251,079	1554.8%	\$ 69,269,120	1635.1%	\$ 70,042,511	1653.3%
E. Smoothed Value of Assets	\$ 54,759,146	1266.0%	\$ 58,929,456	1391.0%	\$ 58,929,456	1391.0%
F. Market Value of Assets	\$ 54,713,697	1265.0%	\$ 58,544,989	1381.9%	\$ 58,544,989	1381.9%
G. Unfunded Actuarial Accrued Liability (C. - E.)	\$ 9,900,062	228.9%	\$ 7,707,352	181.9%	\$ 8,398,643	198.2%
H. County and City Minimum Funding Payment	\$ 1,251,632	28.9%	\$ 994,041	23.5%	\$ 1,055,047	24.9%
I. Ratios						
1. Vested Benefit Security Ratio	90.3%	N/A	92.8%	N/A	91.9%	N/A
2. Funded Ratio (F. / C.)	84.6%	N/A	87.9%	N/A	87.0%	N/A

**Characteristics of Participants in
Actuarial Valuation as of October 1, 2020**

A. <u>Active Plan Participants Summary</u>	
1. Active participants fully vested	50
2. Active participants partially vested	0
3. Active participants non-vested	24
4. Total active participants	74
5. Annual rate of pay of active participants	\$ 4,236,443
B. <u>Retired and Terminated Vested Participant Summary</u>	
1. Retired or terminated vested participants receiving benefits	117
2. Terminated vested participants entitled to future benefits	167
3. Deceased participants whose beneficiaries are receiving benefits (includes DROs)	14
4. Disabled participants receiving benefits	0
C. <u>Projected Annual Retirement Benefits</u>	
1. Retired or terminated vested receiving benefits	\$ 3,876,731
2. Terminated vested entitled to future benefits	\$ 1,632,301
3. Beneficiaries of deceased participants (includes DROs)	\$ 192,979
4. Disabled participants	\$ 0

Statement of Assets as of October 1, 2020

<u>Assets</u>	<u>Market Value</u>
A. <u>Cash and Cash Equivalents</u>	\$ 515,192
B. <u>General Investments</u>	
1. Common Stock	\$ 38,703,802
2. Bonds	10,198,150
3. Real Estate	5,574,338
4. Other	2,917,815
C. <u>Receivables</u>	
1. Accrued Interest	\$ 0
2. Employee Contribution Receivable	24,638
3. City and County Contributions Receivable	611,054
4. Accounts Receivable	0
D. <u>Payables</u>	
1. Accounts Payable	\$ 0
2. Due to Broker	0
E. <u>Plan Assets</u>	
(A + B + C - D)	\$ 58,544,989

Reconciliation of Plan Assets

A. <u>Market Value of Assets as of October 1, 2019</u>		\$	54,713,697
B. <u>Receipts During Period</u>			
1. Contributions			
a. Member	\$	217,975	
b. City and County		3,213,927	
c. Total	\$	<u>3,431,902</u>	
2. Investment Income			
a. Interest and dividends	\$	793,550	
b. Realized / unrealized gains (losses)		3,741,524	
c. Investment expenses		<u>(281,074)</u>	
d. Net investment income	\$	4,254,000	
3. Total receipts during period			\$ 7,685,902
C. <u>Disbursements During Period</u>			
1. Pension payments and contribution refunds	\$	3,821,626	
2. Administrative expenses		<u>32,984</u>	
3. Total disbursements during period			\$ 3,854,610
D. <u>Market Value of Assets as of September 30, 2020</u>		\$	58,544,989

Development of Smoothed Value of Assets as of September 30

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
A. Preliminary total smoothed value from prior year	\$ 50,899,575	\$ 54,759,146	\$ 58,929,456			
B. Market value beginning of year	53,431,514	54,713,697	58,544,989			
C. Market value end of year	54,713,697	58,544,989				
D. Non-investment net cash flow	(155,041)	(422,708)				
E. Investment return						
1. Total market value return: C. - B. - D.	1,437,224	4,254,000				
2. Amount for immediate recognition (7.75% / 7.50%)	4,134,934	4,087,676				
3. Amount for phased-in recognition: E.1. - E.2.	(2,697,710)	166,324				
F. Phased-in recognition of investment return:						
1. Current year	(539,542)	33,265				
2. First prior year	302,469	(539,542)	33,265			
3. Second prior year	496,160	302,469	(539,542)	33,265		
4. Third prior year	212,990	496,160	302,469	(539,542)	33,265	
5. Fourth prior year	(592,399)	212,990	496,160	302,471	(539,542)	33,264
6. Total phased-in recognition of investment return	(120,322)	505,342	292,352	(203,806)	(506,277)	33,264
G. Total smoothed value end of year						
1. Preliminary total smoothed value end of year A. + D. + E.2. + F.6.	54,759,146	58,929,456				
2. Upper corridor limit: 120% of C.	65,656,436	70,253,987				
3. Lower corridor limit: 80% of C.	43,770,958	46,835,991				
4. Total smoothed value end of year: G.1., not more than G.2., nor less than G.3.	54,759,146	58,929,456				
H. Difference between total market value and total smoothed value	(45,449)	(384,467)				
I. Smoothed value rate of return	7.90%	8.42%				
J. Market value rate of return	2.69%	7.81%				

**Actuarial Gain / (Loss) for
Plan Year Ended September 30, 2020**

A. Derivation of Actuarial Gain / (Loss)

1. City and County net normal cost previous valuation	\$ 254,707
2. Unfunded actuarial accrued liability previous valuation	9,900,062
3. City and County contributions previous year	3,213,927
4. Interest on:	
(a) City and County net normal cost	\$ 19,103
(b) Unfunded actuarial accrued liability	742,505
(c) City and County contributions	120,522
(d) Net total: (a) + (b) - (c)	<u>\$ 641,086</u>
5. Increase / (decrease) in unfunded actuarial accrued liability due to assumption changes	\$ 691,291
6. Expected unfunded actuarial accrued liability current year: (1. + 2. - 3. + 4. + 5.)	\$ 8,273,219
7. Actual unfunded actuarial accrued liability current year	<u>8,398,643</u>
8. Actuarial gain / (loss): (6. - 7.)	\$ (125,424)

B. Approximate Portion of Gain / (Loss)
due to Investments

1. Smoothed value of assets previous year	\$ 54,759,146
2. Contributions during period	3,431,902
3. Benefits and administrative expenses during period	3,854,610
4. Expected appreciation for period	<u>4,091,084</u>
5. Expected smoothed value of assets current year: (1. + 2. - 3. + 4.)	\$ 58,427,522
6. Actual smoothed value of assets current year	\$ 58,929,456
7. Approximate investment gain / (loss) due to investments: (6. - 5.)	\$ 501,934

C. Approximate Portion of Gain / (Loss)
due to Liabilities: A.8. - B.7.

\$ (627,358)

Amortization of Unfunded Actuarial Accrued Liability

A. Unfunded Actuarial Accrued Liability

<u>Date</u>	<u>Unfunded Liability</u>	<u>Amortization Payment</u>
October 1, 2020	\$ 8,398,643	\$ 790,747
October 1, 2021	\$ 8,170,881	\$ 790,747
October 1, 2022	\$ 7,926,264	\$ 790,747
October 1, 2023	\$ 7,663,545	\$ 790,747
October 1, 2024	\$ 7,381,385	\$ 790,747
...		
...		
October 1, 2050	\$ 0	\$ 0

B. Covered Payroll History

<u>Date</u>	<u>Covered Payroll</u>	<u>Annual Increase</u>
October 1, 2020	\$ 4,236,443	(2.1%)
October 1, 2019	\$ 4,325,321	(14.2%)
October 1, 2018	\$ 5,042,067	(8.9%)
October 1, 2017	\$ 5,537,207	(6.4%)
October 1, 2016	\$ 5,916,189	(13.9%)
October 1, 2015	\$ 6,868,214	(3.2%)
October 1, 2014	\$ 7,093,513	(4.5%)
October 1, 2013	\$ 7,431,031	(9.6%)
October 1, 2012	\$ 8,216,342	(7.4%)
October 1, 2011	\$ 8,875,836	(13.9%)
October 1, 2010	\$ 10,304,054	N/A
Ten-Year Average Annual Increase		(8.5%)

Accounting Disclosure Exhibit

	<u>10/01/2019</u>	<u>Prior Assumptions 10/01/2020</u>	<u>Current Assumptions 10/01/2020</u>
I. <u>Number of Plan Members</u>			
a. Retirees and beneficiaries receiving benefits	125	131	131
b. Terminated plan members entitled to but not yet receiving benefits	167	167	167
c. Active plan members	73	74	74
d. Total	<u>365</u>	<u>372</u>	<u>372</u>
II. <u>Financial Accounting Standards Board Allocation as of October 1, 2020</u>			
A. <u>Statement of Accumulated Plan Benefits</u>			
1. Actuarial present value of accumulated vested plan benefits			
a. Participants currently receiving benefits	\$ 38,318,553	\$ 43,462,176	\$ 43,828,169
b. Other participants	22,281,079	19,595,762	19,872,143
c. Total	<u>\$ 60,599,632</u>	<u>\$ 63,057,938</u>	<u>\$ 63,700,312</u>
2. Actuarial present value of accumulated non-vested plan benefits	<u>\$ 274,181</u>	<u>\$ 155,350</u>	<u>\$ 157,702</u>
3. Total actuarial present value of accumulated plan benefits	<u>\$ 60,873,813</u>	<u>\$ 63,213,288</u>	<u>\$ 63,858,014</u>
B. <u>Statement of Change in Accumulated Plan Benefits</u>			
1. Actuarial present value of accumulated plan benefits as of October 1, 2019			\$ 60,873,813
2. Increase (decrease) during year attributable to:			
a. Plan amendment			\$ 0
b. Change in actuarial assumptions			644,726
c. Benefits paid including refunds			(3,821,626)
d. Other, including benefits accumulated, increase for interest due to decrease in the discount period			6,161,101
e. Net increase			<u>\$ 2,984,201</u>
3. Actuarial present value of accumulated plan benefits as of October 1, 2020			\$ 63,858,014
C. <u>Significant Matters Affecting Calculations</u>			
1. Assumed rate of return used in determining actuarial present values			7.40%
2. Change in Plan provisions			None.
3. Change in actuarial assumptions			See Table X, Item L.

Accounting Disclosure Exhibit

III. Net Pension Liability and Related Ratios (GASB No. 67 & No. 68)

Measurement date	9/30/2014	9/30/2015	9/30/2016	9/30/2017	9/30/2018	9/30/2019	9/30/2020	Projected 9/30/2021 *
A. Total Pension Liability (TPL)								
Service Cost	\$ 886,819	\$ 834,402	\$ 808,281	\$ 697,459	\$ 502,667	\$ 472,736	\$ 401,950	\$ 390,407
Interest	3,666,120	3,851,130	4,059,813	4,229,901	4,452,760	4,693,091	4,736,276	4,853,732
Benefit Changes	0	0	0	0	0	0	0	0
Difference Between Actual and Expected Experience	(581,481)	(107,513)	275,994	(592,087)	124,345	1,281,355	569,125	661,000
Assumption Changes	0	8,107	0	526,115	2,531,601	0	479,182	691,291
Benefit Payments, including Refunds of Member Contributions	(1,974,208)	(2,202,769)	(2,450,972)	(2,679,408)	(2,935,206)	(3,276,412)	(3,821,626)	(4,255,076)
Net Change in Total Pension Liability	\$ 1,997,250	\$ 2,383,357	\$ 2,693,116	\$ 2,181,980	\$ 4,676,167	\$ 3,170,770	\$ 2,364,907	\$ 2,341,354
Total Pension Liability (TPL) - (beginning of year)	46,508,261	48,505,511	50,888,868	53,581,984	55,763,964	60,440,131	63,610,901	65,975,808
Total Pension Liability (TPL) - (end of year)	\$ 48,505,511	\$ 50,888,868	\$ 53,581,984	\$ 55,763,964	\$ 60,440,131	\$ 63,610,901	\$ 65,975,808	\$ 68,317,162
B. Plan Fiduciary Net Position								
Contributions - City and County	\$ 2,527,508	\$ 2,392,948	\$ 2,586,936	\$ 2,605,753	\$ 2,635,968	\$ 2,924,706	\$ 3,213,927	\$ 1,251,632
Contributions - Member	369,500	358,106	479,257	342,209	460,745	265,688	217,975	211,822
Net Investment Income	3,885,344	5,160	4,077,452	5,851,493	5,243,193	1,437,224	4,254,000	4,227,819
Benefit Payments, including Refunds of Member Contributions	(1,974,208)	(2,202,769)	(2,450,972)	(2,679,408)	(2,935,206)	(3,276,412)	(3,821,626)	(4,255,076)
Administrative Expenses	(159,424)	(11,937)	(28,208)	(55,697)	(64,770)	(69,023)	(32,984)	(32,984)
Other	0	0	0	0	0	0	0	0
Net Change in Plan Fiduciary Net Position	\$ 4,648,720	\$ 541,508	\$ 4,664,465	\$ 6,064,350	\$ 5,339,930	\$ 1,282,183	\$ 3,831,292	1,403,213
Plan Fiduciary Net Position - (beginning of year)	32,172,541	36,821,261	37,362,769	42,027,234	48,091,584	53,431,514	54,713,697	58,544,989
Plan Fiduciary Net Position - (end of year)	\$ 36,821,261	\$ 37,362,769	\$ 42,027,234	\$ 48,091,584	\$ 53,431,514	\$ 54,713,697	\$ 58,544,989	\$ 59,948,202
C. Net Pension Liability (NPL) - (end of year): (A) - (B)								
	\$ 11,684,250	\$ 13,526,099	\$ 11,554,750	\$ 7,672,380	\$ 7,008,617	\$ 8,897,204	\$ 7,430,819	\$ 8,368,960
D. Plan Fiduciary Net Position as a Percentage of TPL: (B) / (A)								
	75.91 %	73.42 %	78.44 %	86.24 %	88.40 %	86.01 %	88.74 %	87.75 %
E. Covered Employee Payroll **								
	\$ 7,369,943	\$ 7,070,355	\$ 6,671,503	\$ 5,846,435	\$ 5,342,971	\$ 4,800,755	\$ 4,334,163	\$ 4,236,443
F. NPL as a Percentage of Covered Employee Payroll: (C) / (E)								
	158.54 %	191.31 %	173.20 %	131.23 %	131.17 %	185.33 %	171.45 %	197.55 %
G. Notes to Schedule:								
Valuation Date	10/01/2013	10/01/2014	10/01/2015	10/01/2016	10/01/2017	10/01/2018	10/01/2019	10/01/2020
Reporting Date (GASB No. 68)	9/30/2015	9/30/2016	9/30/2017	9/30/2018	9/30/2019	9/30/2020	9/30/2021	9/30/2022

Update procedures were used to roll forward the TPL to the measurement date.

See Table VIII, Item V. for a history of benefit changes and assumption changes.

* Projected - actual amounts will be available after fiscal year end.

** Reported payroll on which contributions to the Plan are based as provided under GASB No. 82.



Accounting Disclosure Exhibit

IV. Schedule of Employer Contributions (GASB No. 67 & No. 68)

Fiscal Year End 9/30	Actuarially Determined Contribution	Actual Contribution ¹	Contribution Deficiency / (Excess)	Covered Payroll ²	Actual Contribution as a % of Covered Payroll
2011	\$ 2,616,924	\$ 2,616,924	\$ 0	\$ 10,304,054	25.40%
2012	1,965,643	1,913,717	51,926	8,875,836	21.56%
2013	2,258,769	2,258,798	(29)	8,216,342	27.49%
2014	2,474,578	2,527,508	(52,930)	7,369,943	34.29%
2015	2,230,908	2,392,948	(162,040)	7,070,355	33.84%
2016	2,067,445	2,586,936	(519,491)	6,671,503	38.78%
2017	1,831,495	2,605,753	(774,258)	5,846,435	44.57%
2018	1,613,548	2,635,968	(1,022,420)	5,342,971	49.34%
2019	1,484,498	2,924,706	(1,440,208)	4,800,755	60.92%
2020	1,389,125	3,213,927	(1,824,802)	4,334,163	74.15%
2021 ³	1,251,632	1,251,632	0	4,236,443	29.54%

¹ Per City CAFR prior to September 30, 2014

² Reported payroll on which contributions to the Plan are based as provided under GASB No. 82 (projected prior to fiscal year ended September 30, 2014)

³ Projected - actual amounts will be available after fiscal year end

Accounting Disclosure Exhibit

V. Notes to Schedule of Contributions (GASB No. 67 & No. 68)

Valuation Date: Actuarially determined contributions are calculated as of October 1st - two years prior the fiscal year end in which contributions are reported.

Methods and Assumptions Used to Determine Contribution Rates for Fiscal Year Ending September 30, 2021:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level dollar, closed
Amortization Period	30 years
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	3.0% - 4.5%
Investment Rate of Return	7.50%
Retirement Age	Experience-based table of rates that are specific to the type of eligibility condition
Mortality	<p>For healthy General Employee participants during employment, PUB-2010 Headcount Weighted General Below Median Employee Mortality Table, separate rates for males and females, set back 1 year for male, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.</p> <p>For healthy General Employee participants post employment, PUB-2010 Headcount Weighted General Below Median Healthy Retiree Mortality Table, separate rates for males and females, set back 1 year for male, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.</p> <p>For healthy Firefighter, Police Officer and Forensic Professional participants during employment, PUB-2010 Headcount Weighted Safety Employee Female Mortality Table and Safety Below Median Employee Male Mortality Table, both set forward 1 year, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.</p> <p>For healthy Firefighter, Police Officer and Forensic Professional participants post employment, PUB-2010 Headcount Weighted Safety Healthy Retiree Female Mortality Table and Safety Below Median Healthy Retiree Male Mortality Table, both set forward 1 year, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.</p> <p>For disabled General Employee participants, PUB-2010 Headcount Weighted General Disabled Retiree Mortality Table, separate rates for males and females, both set forward 3 years, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.</p> <p>For disabled Firefighter, Police Officer and Forensic Professional participants, 80% PUB-2010 Headcount Weighted General Disabled Retiree Mortality Table / 20% PUB-2010 Headcount Weighted Safety Disabled Retiree Mortality Table, separate rates for males and females, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.</p>

Accounting Disclosure Exhibit

V. Notes to Schedule of Contributions (GASB No. 67 & No. 68) (cont'd)

Other Information:

Benefit Changes

2011: Plan closed to future general employees; pensionable earnings to base pay, overtime - maximum 150 hours and accrued leave balance as of July 1, 2011; vesting schedule updated; unreduced early retirement eligibility updated; final average pay updated to five year average and future service benefit accrual rate reduced for general employees.

Assumption Changes

2019: Investment return, mortality rates and disability rates updated. 2017: Investment return, salary increase, withdrawal and retirement rates updated. 2016: Mortality rates updated. 2014: Disability rates updated.

VI. Discount Rate (GASB No. 67 & No. 68)

Discount rates of 7.50% and 7.40% were used to measure the September 30, 2020 and September 30, 2021 TPL, respectively. These discount rates were based on the expected rate of return on Plan investments of 7.50% and 7.40%. The projection of cash flows used to determine these discount rates assumed member contributions will be made at the current member contribution rate and City and County contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member contribution rate. Based upon these assumptions, the Plan's fiduciary net position was projected to be available to make all projected future expected benefit payments of current Plan members. Therefore, the long-term expected rate of return on Plan investments was applied to all periods of projected benefit payments to determine the TPL.

VII. Sensitivity of the NPL to the Discount Rate Assumption (GASB No. 67 & No. 68)

Measurement date: September 30, 2020			
	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
Discount Rate	6.50%	7.50%	8.50%
NPL	\$ 14,896,257	\$ 7,430,819	\$ 1,152,490

Measurement date: September 30, 2021 *			
	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
Discount Rate	6.40%	7.40%	8.40%
NPL	\$ 16,018,034	\$ 8,368,960	\$ 1,940,936

* Projected - actual amounts will be available after fiscal year end

Accounting Disclosure Exhibit

VIII. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - Reporting Date (GASB No. 68)

Pension Expense for Fiscal Year Ending September 30, 2021 \$ 1,821,152

Summary of Outstanding Deferred Inflows and Outflows of Resources as of September 30, 2021

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience on liabilities	\$ 234,346	\$ 0
Changes of assumptions or other inputs	197,310	0
Net difference between projected and actual earnings on pension Plan investments	384,467	0
Total	\$ 816,123	\$ 0

Projected Deferred Outflows for County and City Contributions to Be Recognized after the Measurement Date \$ 1,251,632

Summary of Deferred Outflows and Inflows of Resources that to Be Recognized in Pension Expense in Future Years.

Year Ending 30-Sep	Amount
2022	\$ 139,304
2023	203,806
2024	506,277
2025	(33,264)
2026	0
Thereafter	0

Accounting Disclosure Exhibit

The following information is not required to be disclosed but is provided for informational purposes.

IX. Components of Pension Expense (GASB No. 68)

Measurement Date	9/30/2014	9/30/2015	9/30/2016	9/30/2017	9/30/2018	9/30/2019	9/30/2020	Projected 9/30/2021 *
Service Cost	\$ 886,819	\$ 834,402	\$ 808,281	\$ 697,459	\$ 502,667	\$ 472,736	\$ 401,950	\$ 390,407
Interest on Total Pension Liability	3,666,120	3,851,130	4,059,813	4,229,901	4,452,760	4,693,091	4,736,276	4,853,732
Current-Period Benefit Changes	0	0	0	0	0	0	0	0
Contributions - Member	(369,500)	(358,106)	(479,257)	(342,209)	(460,745)	(265,688)	(217,975)	(211,822)
Projected Earnings on Plan Investments	(2,604,338)	(2,967,155)	(3,012,502)	(3,370,693)	(3,730,846)	(4,134,934)	(4,087,676)	(4,227,819)
Administrative Expenses	159,424	11,937	28,208	55,697	64,770	69,023	32,984	32,984
Other Changes in Plan Fiduciary Net Position	0	0	0	0	0	0	0	0
Recognition of Beginning Deferred Outflows / (Inflows) due to Liabilities	(126,409)	(149,527)	(78,759)	(99,375)	1,158,437	1,917,785	1,460,935	1,182,929
Recognition of Beginning Deferred Outflows / (Inflows) due to Assets	(256,201)	336,198	123,208	(372,952)	(675,422)	120,322	(505,342)	(292,352)
Total Pension Expense	<u>\$ 1,355,915</u>	<u>\$ 1,558,879</u>	<u>\$ 1,448,992</u>	<u>\$ 797,828</u>	<u>\$ 1,311,621</u>	<u>\$ 2,872,335</u>	<u>\$ 1,821,152</u>	<u>\$ 1,728,059</u>

* Projected - actual amounts will be available after measurement date

Accounting Disclosure Exhibit

The following information is not required to be disclosed but is provided for informational purposes.

X. Recognition of Deferred Outflows and (Inflows) due to Liabilities - Measurement Date (GASB No. 68)

Recognition of Deferred Outflows due to Differences Between Actual and Expected Experience on Liabilities

Established	Initial Balance	Initial Recognition Period	Remaining Recognition Period as of 9/30/2020	Recognition Amount for 2019 / 2020	Balance as of 9/30/2020
2016 / 2017	\$ 0	3.2	0.0	\$ 0	\$ 0
2017 / 2018	\$ 124,345	2.2	0.0	\$ 11,305	\$ 0
2018 / 2019	\$ 1,281,355	1.9	0.0	\$ 606,958	\$ 0
2019 / 2020	\$ 569,125	1.7	0.7	\$ 334,779	\$ 234,346
TOTAL				\$ 953,042	\$ 234,346

Recognition of Deferred (Inflows) due to Differences Between Actual and Expected Experience on Liabilities

Established	Initial Balance	Initial Recognition Period	Remaining Recognition Period as of 9/30/2020	Recognition Amount for 2019 / 2020	Balance as of 9/30/2020
2016 / 2017	\$ (592,087)	3.2	0.0	\$ (37,006)	\$ 0
2017 / 2018	\$ 0	2.2	0.0	\$ 0	\$ 0
2018 / 2019	\$ 0	1.9	0.0	\$ 0	\$ 0
2019 / 2020	\$ 0	1.7	0.7	\$ 0	\$ 0
TOTAL				\$ (37,006)	\$ 0

Recognition of Deferred Outflows due to Changes of Assumptions or Other Inputs

Established	Initial Balance	Initial Recognition Period	Remaining Recognition Period as of 9/30/2020	Recognition Amount for 2019 / 2020	Balance as of 9/30/2020
2016 / 2017	\$ 526,115	3.2	0.0	\$ 32,882	\$ 0
2017 / 2018	\$ 2,531,601	2.2	0.0	\$ 230,145	\$ 0
2018 / 2019	\$ 0	1.9	0.0	\$ 0	\$ 0
2019 / 2020	\$ 479,182	1.7	0.7	\$ 281,872	\$ 197,310
TOTAL				\$ 544,899	\$ 197,310

Accounting Disclosure Exhibit

The following information is not required to be disclosed but is provided for informational purposes.

X. Recognition of Deferred Outflows and (Inflows) due to Liabilities - Measurement Date (GASB No. 68) (cont'd)

Recognition of Deferred (Inflows) due to Changes of Assumptions or Other Inputs

Established	Initial Balance	Initial Recognition Period	Remaining Recognition Period as of 9/30/2020	Recognition Amount for 2019 / 2020	Balance as of 9/30/2020
2016 / 2017	\$ 0	3.2	0.0	\$ 0	\$ 0
2017 / 2018	\$ 0	2.2	0.0	\$ 0	\$ 0
2018 / 2019	\$ 0	1.9	0.0	\$ 0	\$ 0
2019 / 2020	\$ 0	1.7	0.7	\$ 0	\$ 0
TOTAL				\$ 0	\$ 0

XI. Recognition of Deferred Outflows and (Inflows) due to Assets - Measurement Date (GASB No. 68)

Recognition of Deferred Outflows / (Inflows) due to Difference Between Projected and Actual Earnings on Pension Plan Investments

Established	Initial Balance	Initial Recognition Period	Remaining Recognition Period as of 9/30/2020	Recognition Amount for 2019 / 2020	Balance as of 9/30/2020
2015 / 2016	\$ (1,064,950)	5	0	\$ (212,990)	\$ 0
2016 / 2017	\$ (2,480,800)	5	1	\$ (496,160)	\$ (496,160)
2017 / 2018	\$ (1,512,347)	5	2	\$ (302,469)	\$ (604,940)
2018 / 2019	\$ 2,697,710	5	3	\$ 539,542	\$ 1,618,626
2019 / 2020	\$ (166,324)	5	4	\$ (33,265)	\$ (133,059)
TOTAL				\$ (505,342)	\$ 384,467

Outline of Principal Provisions of the Retirement Plan

A. Effective Date

Plan adopted as a Money Purchase Floor Offset plan on October 1, 1997. Plan amended and restated as a Defined Benefit Plan effective October 1, 2000. Plan most recently amended by Resolution 2017-10 adopted November 13, 2017.

B. Eligibility Requirements

General Employees hired prior to October 1, 2011, Police Officers and Forensic Professionals working 30 or more hours per week are eligible to join the Plan on the first day of the month following completion of six (6) months of service. Electing transferring Firefighters as of October 2, 2008 under the Agreement with the County.

C. Accrual Service

Years of Accrual Service are any Plan Years during which an Employee completes at least 1,000 hours of service, including years of service completed prior to participation in the Plan.

D. Compensation

Wages, salaries and other amounts received (whether or not paid in cash) for personal services actually rendered in the course of employment. Effective October 10, 2011 Compensation shall exclude commissions, bonuses, overtime pay in excess of one hundred fifty (150) hours per Plan year and payments for accrued leave in excess of the dollar amount of an Employee's accrued leave balance on July 1, 2011.

E. Final Average Compensation

Average earnings during the best five (5) consecutive Plan Years out of the last ten (10) Plan Years preceding termination or retirement, but not less than the three (3) highest consecutive compensation periods during employment with the City as of September 30, 2011.

F. Normal Retirement

1. Eligibility:

- (a) Attainment of age 65; or
- (b) Completion of 30 years of service and determined to be disabled under the City's long term disability insurance policy.

Outline of Principal Provisions of the Retirement Plan

2. Benefit:

For Firefighters, Police Officers and Forensic Professionals, 3.00% times Final Average Compensation multiplied by Accrual Service, up to a maximum of 30 years.

For General Employees, 3.00% times Accrual Service earned through September 30, 2011 times Final Average Compensation plus 2.50% times Accrual Service earned after September 30, 2011 times Final Average Compensation, up to a maximum of 30 years of Accrual Service.

G. Early Retirement

1. Eligibility:

- (a) Attainment of age 55 and completion of 15 years of service; or
- (b) Completion of 25 years of service.

2. Benefit:

Benefit accrued to date of early retirement, actuarially reduced for each year early retirement benefit commencement precedes age 55. A participant as of September 30, 2011 who attains age 55 and completes 10 or more years of service but less than 15 years of service may receive the accrued benefit as of September 30, 2011 payable without actuarial reduction plus the accrued benefit earned after September 30, 2011 payable with actuarial reduction from normal retirement date.

H. Late Retirement

1. Eligibility:

Continued employment beyond Normal Retirement Date.

2. Benefit:

Greater of (a) and (b):

(a) Accrued benefit calculated as for Normal Retirement based upon service and pay at Late Retirement Date.

(b) Actuarially increased benefit as of Late Retirement Date.

I. Disability Retirement

1. Eligibility:

Completion of 30 years of service and determined to be disabled under the City's long term disability insurance policy.

2. Benefit:

Accrued benefit calculated as for Normal Retirement based upon service and pay at Disability Retirement Date.

Outline of Principal Provisions of the Retirement Plan

J. Death Benefit

Beneficiary entitled to a monthly benefit supported by the present value of the non-forfeitable accrued benefit at the time of the participant's death. If death occurs after actual retirement, the beneficiary receives whatever is payable under the form of benefit option elected.

K. Participant Contributions

Five percent (5%) of compensation.

L. Vested Benefit Upon Termination

100% vested in required participant contributions. Participant contributions made after October 1, 2000 are included in the deferred vested benefit payable at normal or early retirement date.

Upon termination of service prior to normal or early retirement date a participant shall be entitled to a benefit payable at normal or early retirement date calculated as for normal retirement. Based upon pay and service at date of termination multiplied by a percentage from the following table.

<u>Years of Service</u>	<u>Vested Percentage</u>
Less Than 7	0%
7 or More	100%

M. Normal Form of Payment of Retirement Income

Monthly benefit payable for life.

Other Options

Actuarially equivalent joint and survivor at 50%, 75%, 100%; or ten (10) years certain and life.

N. Changes Since Previous Valuation

None.

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

A. Mortality

Firefighter, Police Officer and Forensic Professional participants:

For healthy participants during employment, PUB-2010 Headcount Weighted Safety Employee Female Mortality Table and Safety Below Median Employee Male Mortality Table, both set forward 1 year, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.

For healthy participants post employment, PUB-2010 Headcount Weighted Safety Healthy Retiree Female Mortality Table and Safety Below Median Healthy Retiree Male Mortality Table, both set forward 1 year, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.

For disabled participants, 80% PUB-2010 Headcount Weighted General Disabled Retiree Mortality Table / 20% PUB-2010 Headcount Weighted Safety Disabled Retiree Mortality Table, separate rates for males and females, without projected mortality improvements.

Sample Ages (2020)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Men	Women	Men	Women
	55	30.45	34.32	27.59
60	25.51	29.26	23.01	26.39
62	23.58	27.25	21.28	24.55

Sample Ages (2040)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Men	Women	Men	Women
	55	32.09	35.81	29.48
60	27.08	30.70	24.79	28.13
62	25.11	28.67	23.00	26.25

General Employee participants:

For healthy participants during employment, PUB-2010 Headcount Weighted General Below Median Employee Mortality Table, separate rates for males and females, set back 1 year for male, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.

For healthy participants post employment, PUB-2010 Headcount Weighted General Below Median Healthy Retiree Mortality Table, separate rates for males and females, set back 1 year for male, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

A. Mortality (cont'd)

For disabled participants, PUB-2010 Headcount Weighted General Disabled Retiree Mortality Table, separate rates for males and females, both set forward 3 years, without projected mortality improvements.

Sample Ages (2020)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Male	Female	Male	Female
	55	32.58	35.02	28.63
60	27.74	30.00	24.55	27.84
62	25.85	28.02	22.93	26.02

Sample Ages (2040)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Male	Female	Male	Female
	55	34.22	36.50	30.64
60	29.30	31.44	26.40	29.51
62	27.37	29.43	24.72	27.63

B. Investment Return

7.40%, compounded annually, net of investment expenses - includes assumed inflation of 2.75%.

C. Allowances for Expenses or Contingencies

Prior year's actual administrative expenses are included in normal cost.

D. Salary Increase Factors

Current salary is assumed to increase at a rate based on the table below per year until retirement - includes assumed wage inflation of 3.0%.

<u>Service</u>	<u>General Employees</u>	<u>Forensic Professionals, Firefighters and Police Officers</u>
Less than 5 years	4.50%	4.50%
5 - 14 years	3.25%	3.25%
15 - 20 years	3.00%	3.25%
20+ years	3.00%	3.00%

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

E. Employee Withdrawal Rates

Withdrawal rates were used in accordance with the following illustrative example.

<u>Service</u>	<u>General Employees</u>		<u>Forensic Professionals, Firefighters and Police Officers</u>	
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
Less than 5 years	20.5%	15.5%	13.5%	4.0%
5 - 9 years	8.0%	12.0%	9.0%	4.0%
10+ years	4.5%	5.0%	4.5%	4.0%

F. Disability Rates

1. Line-of-duty disability rates for General Employees, Forensic Professionals, Firefighters and Police Officers were used in accordance with the following illustrative example.

<u>Age</u>	<u>General Employees</u>	<u>All Other Employees</u>
< 40	0.001%	0.005%
45	0.001%	0.050%
50	0.002%	0.050%
55	0.005%	0.090%
60	0.006%	0.090%
65	0.001%	0.090%

2. Non-duty disability rates for General Employees, Forensic Professionals, Firefighters and Police Officers were used in accordance with the following illustrative example.

<u>Age</u>	<u>General Employees</u>	<u>All Other Employees</u>
20	0.00%	0.02%
25	0.01%	0.02%
30	0.01%	0.04%
35	0.01%	0.04%
40	0.02%	0.04%
45	0.04%	0.04%
50	0.08%	0.07%
55	0.16%	0.07%
60	0.21%	0.07%
65	0.04%	0.07%

The disability assumptions are the disability assumptions used in the July 1, 2020 FRS Actuarial Valuation.

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

G. Assumed Retirement Age

Retirement rates were used in accordance with the following tables.

1. For Forensic Professionals, Police Officers and Firefighters:

Age	Years of Service				
	0 - 9	10 - 14	15 - 24	25 - 29	30 or more
Under 55	0.0%	0.0%	0.0%	3.5%	40.0%
55	0.0%	5.0%	25.0%	70.0%	80.0%
56 - 64	0.0%	5.0%	7.5%	7.5%	10.0%
65 and above	100.0%	100.0%	100.0%	100.0%	100.0%

2. For General Employees:

Age	Years of Service		
	0 - 14	15 - 24	25 or more
Under 55	0%	0%	0%
55 - 64	4%	18%	12%
65 and above	100%	100%	100%

H. Marital Assumptions

1. 100% of active members are assumed to be married.
2. Females are assumed to be three (3) years younger than their male spouses.

I. Interest on Future Participant Contributions

3.75%, compounded annually.

J. Asset Valuation Method

The method used for determining the smoothed value of assets phases in the deviation between the expected and actual return on assets at the rate of 20% per year. The smoothed value of assets will be further adjusted to the extent necessary to fall within the corridor whose lower limit is 80% of the fair market value of Plan assets and whose upper limit is 120% of the fair market value of Plan assets - adjusted for equation of balance October 1, 2010.

**Actuarial Assumptions and Actuarial Cost Methods
Used in the Valuation**

K. Cost Method

Normal Retirement, Termination, Disability, and Death Benefits: Entry Age Normal Cost Method

Under this method the normal cost for each active employee is the amount which is calculated to be a level percentage of pay that would be required annually from his entry age to his assumed retirement age to fund his estimated benefits, assuming the Plan had always been in effect. The normal cost for the Plan is the sum of such amounts for all employees. The actuarial accrued liability as of any valuation date for each active employee or inactive employee who is eligible to receive benefits under the Plan is the excess of the actuarial present value of estimated future benefits over the actuarial present value of current and future normal costs. The unfunded actuarial accrued liability as of any valuation date is the excess of the actuarial accrued liability over the assets of the Plan.

Vested Normal Retirement, Termination, Disability, and Death Benefits: Unit Credit Cost Method

Under this method, the actuarial present value of vested accrued benefits is an amount calculated to be the sum of the present values of each individual's vested accrued or earned benefit under the Plan as of the valuation date. Each individual's calculation is based on pay and service as of the valuation date.

L. Changes Since Previous Valuation

1. Mortality for Disabled participants were:

Firefighter, Police Officer and Forensic Professional participants:

80% PUB-2010 Headcount Weighted General Disabled Retiree Mortality Table / 20% PUB-2010 Headcount Weighted Safety Disabled Retiree Mortality Table, separate rates for males and females, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.

General Employee participants:

PUB-2010 Headcount Weighted General Disabled Retiree Mortality Table, separate rates for males and females, both set forward 3 years, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.

2. Investment Return was:

7.50%, compounded annually, net of investment expenses - includes assumed inflation of 2.75%.

**Distribution by Attained Age Groups
and Service Groups as of October 1, 2020**

Attained Age Group	-----COMPLETED YEARS OF SERVICE-----							Total
	<u>0 - 4</u>	<u>5 - 9</u>	<u>10 - 14</u>	<u>15 - 19</u>	<u>20 - 24</u>	<u>25 - 29</u>	<u>30 & Over</u>	
Under 25	-	-	-	-	-	-	-	0
25 - 29	-	-	-	-	-	-	-	0
30 - 34	-	-	-	-	-	-	-	0
35 - 39	-	-	-	-	-	-	-	0
40 - 44	-	-	-	-	-	-	-	0
45 - 49	-	-	-	-	-	-	-	0
50 - 54	-	-	-	-	-	-	-	0
55 - 59	-	-	-	-	-	-	-	0
60 - 64	-	-	-	-	1	-	-	1
65 & Over	-	-	-	-	-	-	-	0
TOTAL	0	0	0	0	1	0	0	1

	<u>10/01/2019</u>	<u>10/01/2020</u>
Average Attained Age	58.16 years	60.07 years
Average Hire Age	30.49 years	36.07 years
Average Pay	\$ 89,443	\$ 76,182
Percent Female	0.0%	0.0%

**Distribution by Attained Age Groups
and Service Groups as of October 1, 2020**

General Employees

Attained Age Group	-----COMPLETED YEARS OF SERVICE-----							Total
	<u>0 - 4</u>	<u>5 - 9</u>	<u>10 - 14</u>	<u>15 - 19</u>	<u>20 - 24</u>	<u>25 - 29</u>	<u>30 & Over</u>	
Under 25	-	-	-	-	-	-	-	0
25 - 29	-	-	-	-	-	-	-	0
30 - 34	-	1	-	-	-	-	-	1
35 - 39	-	-	1	-	-	-	-	1
40 - 44	-	-	1	4	3	-	-	8
45 - 49	-	-	-	-	-	1	-	1
50 - 54	-	-	-	1	-	-	-	1
55 - 59	-	-	1	3	-	-	1	5
60 - 64	-	-	1	1	-	1	-	3
65 & Over	-	-	1	-	-	-	-	1
TOTAL	0	1	5	9	3	2	1	21
				<u>10/01/2019</u>		<u>10/01/2020</u>		
Average Attained Age				50.12 years		50.11 years		
Average Hire Age				32.76 years		32.63 years		
Average Pay				\$ 55,464		\$ 54,136		
Percent Female				32.1%		28.6%		

**Distribution by Attained Age Groups
and Service Groups as of October 1, 2020**

Attained Age Group	-----COMPLETED YEARS OF SERVICE-----							Total
	<u>0 - 4</u>	<u>5 - 9</u>	<u>10 - 14</u>	<u>15 - 19</u>	<u>20 - 24</u>	<u>25 - 29</u>	<u>30 & Over</u>	
Under 25	7	-	-	-	-	-	-	7
25 - 29	9	-	-	-	-	-	-	9
30 - 34	4	1	2	-	-	-	-	7
35 - 39	2	-	1	3	-	-	-	6
40 - 44	1	1	-	2	1	-	-	5
45 - 49	-	-	-	-	2	3	-	5
50 - 54	-	-	-	1	4	1	1	7
55 - 59	-	1	-	1	1	-	-	3
60 - 64	-	-	1	-	-	-	-	1
65 & Over	-	-	-	-	-	-	-	0
TOTAL	23	3	4	7	8	4	1	50
				<u>10/01/2019</u>		<u>10/01/2020</u>		
Average Attained Age				41.07 years		38.58 years		
Average Hire Age				28.54 years		28.02 years		
Average Pay				\$ 60,240		\$ 58,549		
Percent Female				17.5%		20.0%		

**Distribution by Attained Age Groups
and Service Groups as of October 1, 2020**

Forensic Professionals

Attained Age Group	-----COMPLETED YEARS OF SERVICE-----							Total
	<u>0 - 4</u>	<u>5 - 9</u>	<u>10 - 14</u>	<u>15 - 19</u>	<u>20 - 24</u>	<u>25 - 29</u>	<u>30 & Over</u>	
Under 25	-	-	-	-	-	-	-	0
25 - 29	-	-	-	-	-	-	-	0
30 - 34	-	-	-	-	-	-	-	0
35 - 39	-	-	-	-	-	-	-	0
40 - 44	1	-	-	-	1	-	-	2
45 - 49	-	-	-	-	-	-	-	0
50 - 54	-	-	-	-	-	-	-	0
55 - 59	-	-	-	-	-	-	-	0
60 - 64	-	-	-	-	-	-	-	0
65 & Over	-	-	-	-	-	-	-	0
TOTAL	1	0	0	0	1	0	0	2
Average Attained Age				<u>10/01/2019</u> 36.71 years				<u>10/01/2020</u> 43.83 years
Average Hire Age				23.71 years				31.33 years
Average Pay				\$ 47,196				\$ 47,975
Percent Female				100.0%				100.0%

**Distribution by Attained Age Groups
and Service Groups as of October 1, 2020**

All Members

Attained Age Group	-----COMPLETED YEARS OF SERVICE-----							Total
	<u>0 - 4</u>	<u>5 - 9</u>	<u>10 - 14</u>	<u>15 - 19</u>	<u>20 - 24</u>	<u>25 - 29</u>	<u>30 & Over</u>	
Under 25	7	-	-	-	-	-	-	7
25 - 29	9	-	-	-	-	-	-	9
30 - 34	4	2	2	-	-	-	-	8
35 - 39	2	-	2	3	-	-	-	7
40 - 44	2	1	1	6	5	-	-	15
45 - 49	-	-	-	-	2	4	-	6
50 - 54	-	-	-	2	4	1	1	8
55 - 59	-	1	1	4	1	-	1	8
60 - 64	-	-	2	1	1	1	-	5
65 & Over	-	-	1	-	-	-	-	1
TOTAL	24	4	9	16	13	6	2	74
				<u>10/01/2019</u>		<u>10/01/2020</u>		
	Average Attained Age			45.12 years		42.28 years		
	Average Hire Age			30.10 years		29.52 years		
	Average Pay			\$ 59,251		\$ 57,249		
	Percent Female			24.7%		24.3%		

**Statistics for Participants Entitled to Deferred Benefits
and Participants Receiving Benefits**

A. Entitled to Deferred Benefits

Current Age Group	Count	Total Annual Benefit	Average Annual Benefit
Less than 40	23	\$ 135,963	\$ 5,911
40 - 44	27	286,656	10,617
45 - 49	42	514,324	12,246
50 - 54	31	455,904	14,707
55 - 59	21	124,432	5,925
60 - 64	15	91,013	6,068
65 - 69	3	12,969	4,323
70 - 74	3	8,651	2,884
75 & Over	2	2,389	1,195
TOTAL	167	\$ 1,632,301	\$ 9,774

B. Receiving Benefits

Current Age Group	Count	Total Annual Benefit	Average Annual Benefit
Less than 50	2	\$ 18,664	\$ 9,332
50 - 54	3	128,166	42,722
55 - 59	27	1,042,357	38,606
60 - 64	33	1,438,816	43,600
65 - 69	24	619,470	25,811
70 - 74	24	493,818	20,576
75 - 79	12	244,854	20,405
80 - 84	4	71,653	17,913
85 & Over	2	11,912	5,956
TOTAL	131	\$ 4,069,710	\$ 31,066

Reconciliation of Employee Data

A. Active Participants

1. Active participants previous year	73
2. Retired during year	(6)
3. Died during year	0
4. Disabled during year	0
5. Terminated non-vested during year	(3)
6. Terminated vested during year	(4)
7. New active participants	14
8. Out on military leave	0
9. Rehired during year	0
10. Transferred to DC Plan	0
11. Active participants current year	74

B. Participants Receiving Benefits

1. Participants receiving benefits previous year	125
2. New retired participants	6
3. New DRO recipient	0
4. New terminated vested receiving benefits	4
5. New beneficiaries receiving benefits	0
6. Died or ceased payment during year	(4)
7. Retired or terminated vested receiving benefits current year	131

C. Terminated Vested Participants Entitled to Future Benefits

1. Terminated vested entitled previous year	167
2. Died during year	0
3. Commenced receiving benefits during year	(4)
4. New terminated vested	4
5. Terminated vested refunded employee contributions	0
6. Rehired	0
7. Terminated vested entitled current year	167

Projected Retirement Benefits

<u>Fiscal Year Ending</u>	<u>Projected Total Annual Payout</u>
2021	\$ 4,255,076
2022	\$ 4,489,777
2023	\$ 4,716,130
2024	\$ 4,836,142
2025	\$ 4,947,919
2026	\$ 5,155,982
2027	\$ 5,391,902
2028	\$ 5,519,056
2029	\$ 5,671,020
2030	\$ 5,659,974

The above projected payout of Plan benefits during the next ten years is based on assumptions involving all decrements. Actual payouts may differ from the above estimates depending upon the death, salary and retirement experience of the Plan. However, since the projected payment is recomputed each valuation date, there is an automatic correction to the extent that actual experience varies from expected experience.

Summary of Transaction Information ¹

Year Ending	Benefits Paid ²	Administrative Expenses	Employee Contributions	City / County Contributions ³	Smoothed Value
09/30/2020	\$ 3,821,626	\$ 32,984	\$ 217,975	\$ 3,213,927	\$ 58,929,456
09/30/2019	3,276,412	69,023	265,688	2,924,706	54,759,146
09/30/2018	2,935,206	64,770	460,745	2,635,968	50,899,575
09/30/2017	2,679,408	55,697	342,209	2,605,753	46,396,570
09/30/2016	2,450,972	28,208	479,257	2,586,936	42,001,072
09/30/2015	2,202,769	11,937	358,106	2,392,948	37,570,287
09/30/2014	1,974,208	159,424	369,500	2,527,508	33,841,977
09/30/2013	1,732,845	177,541	396,374	2,258,798	29,908,683
09/30/2012	1,606,752	309,874	418,635	1,824,431	26,852,721
09/30/2011	1,165,350	196,423	287,090	2,616,924	25,932,292
09/30/2010	886,521	178,530	284,866	2,311,058	23,887,446
09/30/2009	617,274	116,982	306,420	1,781,197	20,788,655
09/30/2008	384,482	70,423	365,288	1,663,951	18,746,975
09/30/2007	233,953	123,197	N/A	1,843,147	15,526,572
09/30/2006	171,697	84,340	N/A	1,505,020	11,951,383
09/30/2005	N/A	N/A	N/A	1,260,627	9,716,089
09/30/2004	140,509	62,225	N/A	1,013,379	8,134,588
09/30/2003	138,353	47,477	N/A	903,748	7,279,048

¹ Information prior to September 30, 2008 as reported by prior actuary.

² Includes refunds.

³ Values prior to September 30, 2008 include Employee Contributions.

Recent Compensation, Termination and Investment Return Experience

Valuation Date	General & Forensic		Police & Fire		General & Forensic		Police & Fire		Investment Return		
	Compensation				Termination		Net Market Value Yield	Net Smoothed Value Yield	Assumed Rate of Return		
	Actual	% Increase / (Decrease)		Assumed	Ratio of Actual to Expected						
10/01/2020	7.8%	3.1%	4.1%	3.4%	2.6	1.2	7.81%	8.42%	7.50%		
10/01/2019	8.5%	3.2%	4.5%	3.3%	3.9	0.9	2.69%	7.90%	7.75%		
10/01/2018	4.7%	3.1%	5.9%	3.2%	2.6	2.0	10.89%	9.49%	7.75%		
10/01/2017	3.9%	4.0%	4.0%	4.6%	1.7	6.6	13.9%	9.9%	8.0%		
10/01/2016	2.4%	4.2%	5.6%	4.8%	1.8	5.5	10.8%	10.2%	8.0%		
10/01/2015	3.2%	4.4%	3.8%	4.8%	1.9	1.4	0.0%	9.4%	8.0%		
10/01/2014	2.5%	4.7%	1.8%	4.9%	1.2	2.3	11.9%	10.5%	8.0%		
10/01/2013	0.7%	4.7%	0.7%	4.9%	1.4	2.4	16.0%	8.5%	8.0%		
10/01/2012	(2.4%)	4.8%	(6.5%)	5.0%	2.4	2.4	19.5%	2.3%	8.0%		
10/01/2011	4.9%	4.8%	3.5%	5.2%	1.9	2.4	(1.0%)	2.0%	8.0%		
Last 3 Years	7.0%	3.1%	4.8%	3.3%	3.0	1.3	7.08%	8.60%	7.67%		
Last 5 Years	5.4%	3.5%	4.8%	3.9%	2.4	2.4	9.2%	9.2%	7.8%		
Last 10 Years	3.6%	4.1%	2.7%	4.4%	2.0	2.3	9.1%	7.8%	7.9%		

Actuarial Valuation as of October 1, 2020

State Required Exhibit

	<u>10/01/2019</u>	<u>Prior Assumptions 10/01/2020</u>	<u>Current Assumptions 10/01/2020</u>
A. <u>Participant Data</u>			
1. Active participants	73	74	74
2. Retired participants and beneficiaries receiving benefits	125	131	131
3. Disabled participants receiving benefits	0	0	0
4. Terminated vested participants	167	167	167
5. Annual payroll of active participants	\$ 4,325,321	\$ 4,236,443	\$ 4,236,443
6. Annual benefits payable to those currently receiving benefits	\$ 3,580,657	\$ 4,069,710	\$ 4,069,710
B. <u>Value of Assets</u>			
1. Smoothed Value	\$ 54,759,146	\$ 58,929,456	\$ 58,929,456
2. Market Value	\$ 54,713,697	\$ 58,544,989	\$ 58,544,989
C. <u>Liabilities</u>			
1. Actuarial present value of future expected benefit payments for active members			
a. Retirement benefits	\$ 15,880,274	\$ 13,888,062	\$ 14,120,281
b. Vesting benefits	1,491,393	1,409,700	1,440,316
c. Death benefits	318,959	258,264	262,530
d. Disability benefits	149,343	133,225	129,076
e. Total	<u>\$ 17,839,969</u>	<u>\$ 15,689,251</u>	<u>\$ 15,952,203</u>
2. Actuarial present value of future expected benefit payments for terminated vested members	\$ 10,987,664	\$ 9,998,885	\$ 10,143,331
3. Actuarial present value of future expected benefit payments for members currently receiving benefits			
a. Service retired	\$ 36,340,974	\$ 41,696,930	\$ 42,049,921
b. Disability retired	0	0	0
c. Beneficiaries	1,977,579	1,765,246	1,778,248
d. Miscellaneous (Refunds in Process)	104,893	118,808	118,808
e. Total	<u>\$ 38,423,446</u>	<u>\$ 43,580,984</u>	<u>\$ 43,946,977</u>

Actuarial Valuation as of October 1, 2020

State Required Exhibit

	<u>10/01/2019</u>	<u>Prior Assumptions 10/01/2020</u>	<u>Current Assumptions 10/01/2020</u>
4. Total actuarial present value of future expected benefit payments	\$ 67,251,079	\$ 69,269,120	\$ 70,042,511
5. Actuarial accrued liabilities	\$ 64,659,208	\$ 66,636,808	\$ 67,328,099
6. Unfunded actuarial accrued liabilities	\$ 9,900,062	\$ 7,707,352	\$ 8,398,643
D. <u>Statement of Accumulated Plan Benefits</u>			
1. Actuarial present value of accumulated vested benefits			
a. Participants currently receiving benefits	\$ 38,318,553	\$ 43,462,176	\$ 43,828,169
b. Other participants	22,281,079	19,595,762	19,872,143
c. Total	<u>\$ 60,599,632</u>	<u>\$ 63,057,938</u>	<u>\$ 63,700,312</u>
2. Actuarial present value of accumulated non-vested plan benefits	<u>274,181</u>	<u>155,350</u>	<u>157,702</u>
3. Total actuarial present value of accumulated plan benefits	\$ 60,873,813	\$ 63,213,288	\$ 63,858,014
E. <u>Pension Cost</u>			
1. Total normal cost	\$ 470,973	\$ 413,741	\$ 423,391
2. Payment required to amortize unfunded liability	934,804	741,387	790,747
3. Interest adjustment	62,121	50,735	52,731
4. Total required contribution	<u>\$ 1,467,898</u>	<u>\$ 1,205,863</u>	<u>\$ 1,266,869</u>
5. Item 4 as a percentage of base payroll	33.9%	28.5%	29.9%
6. Estimated employee contributions	\$ 216,266	\$ 211,822	\$ 211,822
7. Item 6 as a percentage of base payroll	5.0%	5.0%	5.0%
8. Net amount payable by County and City	\$ 1,251,632	\$ 994,041	\$ 1,055,047
9. Item 8 as a percentage of base payroll	28.9%	23.5%	24.9%

Actuarial Valuation as of October 1, 2020

State Required Exhibit

	<u>10/01/2019</u>	<u>Prior Assumptions 10/01/2020</u>	<u>Current Assumptions 10/01/2020</u>
F. Past Contributions			
1. Total contribution required (previous valuation)	\$ 1,607,100	\$ 1,467,898	\$ 1,467,898
2. Actual contributions made:			
a. Members	\$ 217,975	N/A	N/A
b. City and County	3,213,927	N/A	N/A
c. Total	\$ 3,431,902	N/A	N/A
G. Disclosure of Following Items:			
1. Actuarial present value of future salaries - attained age	\$ 29,745,186	\$ 30,453,560	\$ 30,622,636
2. Actuarial present value of future employee contributions - attained age	\$ 1,487,259	\$ 1,522,677	\$ 1,531,132
3. Actuarial present value of future contributions from other sources	N/A	N/A	N/A
4. Amount of active members' accumulated contributions	\$ 2,168,580	\$ 1,959,373	\$ 1,959,373
5. Actuarial present value of future salaries and future benefits at entry age	N/A	N/A	N/A
6. Actuarial present value of future employee contributions at entry age	N/A	N/A	N/A

State Required Exhibit

Amortization balances are written down in proportion to amortization payments.

	<u>Unfunded Actuarial Accrued Liabilities</u>	<u>Current Unfunded Liabilities</u>	<u>Prior Assumptions Amortization Payment</u>	<u>Current Assumptions Amortization Payment</u>	<u>Remaining Funding Period</u>
10/01/2000	Initial	\$ 568,228	\$ 77,007	\$ 76,727	10 years
10/01/2002	Assumption Change	(8,682)	(1,044)	(1,040)	12 years
10/01/2003	Plan Amendment	58,744	6,725	6,694	13 years
10/01/2004	Plan Amendment	94,333	10,337	10,286	14 years
10/01/2005	Plan Amendment	205,407	21,647	21,532	15 years
10/01/2006	Plan Amendment	246,700	25,104	24,964	16 years
10/01/2007	Plan Amendment	262,200	25,854	25,703	17 years
10/01/2008	Plan Amendment and Assumption Change	1,216,961	116,635	115,918	18 years
10/01/2008	Method Change	2,720,093	260,696	259,095	18 years
10/01/2009	Actuarial Loss / (Gain)	1,197,911	111,891	111,174	19 years
10/01/2010	Actuarial Loss / (Gain)	(227,351)	(20,745)	(20,607)	20 years
10/01/2010	Plan Amendment	(1,318,120)	(120,277)	(119,474)	20 years
10/01/2011	Actuarial Loss / (Gain)	1,475,894	131,841	130,929	21 years
10/01/2012	Actuarial Loss / (Gain)	508,890	44,587	44,267	22 years
10/01/2013	Actuarial Loss / (Gain)	(404,143)	(34,788)	(34,531)	23 years
10/01/2014	Actuarial Loss / (Gain)	(437,809)	(37,081)	(36,799)	24 years
10/01/2014	Assumption Change	4,113	348	346	24 years
10/01/2015	Actuarial Loss / (Gain)	(178,546)	(14,900)	(14,783)	25 years
10/01/2016	Actuarial Loss / (Gain)	(868,542)	(71,503)	(70,928)	26 years
10/01/2016	Assumption Change	301,051	24,784	24,585	26 years
10/01/2017	Actuarial Loss / (Gain)	(442,020)	(35,938)	(35,642)	27 years
10/01/2017	Assumption Change	1,601,663	130,222	129,149	27 years
10/01/2018	Actuarial Loss / (Gain)	212,370	17,070	16,926	28 years
10/01/2019	Actuarial Loss / (Gain)	401,033	31,895	31,621	29 years
10/01/2019	Assumption Change	391,550	31,141	30,873	29 years
10/01/2020	Actuarial Loss / (Gain)	125,424	9,879	9,792	30 years
10/01/2020	Assumption Change	691,291	N/A	53,970	30 years
	TOTAL	\$ 8,398,643	\$ 741,387	\$ 790,747	

This Actuarial Valuation and/or cost determination was prepared and completed by us or under our direct supervision, and we acknowledge responsibility for the results. To the best of our knowledge, the results are complete and accurate, and in our opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the Plan and/or paid from the Plan's assets for which liabilities or current costs have not been established or other wise provided for in the valuation. All known events or trends which may require material increase in Plan costs or required contribution rates have been taken into account in the valuation.

Michelle Jones

Shelly L. Jones, A.S.A., E.A.
Enrollment Number: 20-08646

Jennifer Borregard

Jennifer M. Borregard, E.A.
Enrollment Number: 20-07624

Dated: May 24, 2021



Glossary

Actuarial Accrued Liability. The difference between the Actuarial Present Value of Future Benefits, and the Actuarial Present Value of Future Normal Costs.

Actuarial Assumptions. Assumptions about future plan experience that affect costs or liabilities, such as: mortality, withdrawal, disablement, and retirement; future increases in salary; future rates of investment earnings; future investment and administrative expenses; characteristics of members not specified in the data, such as marital status; characteristics of future members; future elections made by members and other items.

Actuarial Cost Method. A procedure for allocating the Actuarial Present Value of Future Benefits between the Actuarial Present Value of Future Normal Costs and the Actuarial Accrued Liability.

Actuarial Equivalent. Of equal Actuarial Present Value, determined as of a given date and based on a given set of Actuarial Assumptions.

Actuarial Present Value of Future Benefits. The Actuarial Present Value of amounts which are expected to be paid at various future times to active members, retired members, beneficiaries receiving benefits and inactive, non-retired members entitled to either a refund or a future retirement benefit. Expressed another way, it is the value that would have to be invested on the valuation date so that the amount invested plus investment earnings would provide sufficient assets to pay all projected benefits and expenses when due.

Actuarial Valuation. The determination, as of a valuation date, of the Normal Cost, Actuarial Accrued Liability, Actuarial Value of Assets, and related Actuarial Present Values for a plan. An Actuarial Valuation for a governmental retirement system typically also includes calculations of items needed for compliance with GASB No. 67.

Actuarial Value of Assets. The value of the assets as of a given date, used by the actuary for valuation purposes. This may be the market or fair value of plan assets or a smoothed value in order to reduce the year-to-year volatility of calculated results, such as the funded ratio and the actuarially required contribution.

Amortization Method. A method for determining the Amortization Payment. The most common methods used are level dollar and level percentage of payroll. Under the Level Dollar method, the Amortization Payment is one of a stream of payments, all equal, whose Actuarial Present Value is equal to the UAAL. Under the Level Percentage of Pay method, the Amortization Payment is one of a stream of increasing payments, whose Actuarial Present Value is equal to the UAAL. Under the Level Percentage of Pay method, the stream of payments increases at the rate at which total covered payroll of all active members is assumed to increase.

Glossary

Amortization Payment. That portion of the plan contribution which is designed to pay interest on and to amortize the Unfunded Actuarial Accrued Liability.

Amortization Period. The period used in calculating the Amortization Payment.

Annual Required Contribution. The employer's periodic required contributions, expressed as a dollar amount or a percentage of covered plan compensation. The annual required contribution consists of the Employer Normal Cost and Amortization Payment plus interest adjustment.

Closed Amortization Period. A specific number of years that is reduced by one each year, and declines to zero with the passage of time. For example if the amortization period is initially set at 30 years, it is 29 years at the end of one year, 28 years at the end of two years, etc.

Employer Normal Cost. The portion of the Normal Cost to be paid by the employer. This is equal to the Normal Cost less expected member contributions.

Equivalent Single Amortization Period. For plans that do not establish separate amortization bases (separate components of the UAAL), this is the same as the Amortization Period. For plans that do establish separate amortization bases, this is the period over which the UAAL would be amortized if all amortization bases were combined upon the current UAAL payment.

Experience Gain/Loss. A measure of the difference between actual experience and that expected based upon a set of Actuarial Assumptions, during the period between two actuarial valuations. To the extent that actual experience differs from that assumed, Unfunded Actuarial Accrued Liabilities emerge which may be larger or smaller than projected. Gains are due to favorable experience, e.g., the assets earn more than projected, salaries do not increase as fast as assumed, members retire later than assumed, etc. Favorable experience means actual results produce actuarial liabilities not as large as projected by the actuarial assumptions. Losses are the result of unfavorable experience, i.e., actual results that produce Unfunded Actuarial Accrued Liabilities which are larger than projected.

Funded Ratio. The ratio of the Actuarial Value of Assets to the Actuarial Accrued Liability.

GASB. Governmental Accounting Standards Board.

Glossary

GASB No. 67 and GASB No. 68. These are the governmental accounting standards that set the accounting rules for public retirement plans and the employers that sponsor or contribute to them. Statement No. 67 sets the accounting rules for the plans themselves, while Statement No. 68 sets the accounting rules for the employers that sponsor or contribute to public retirement plans.

Normal Cost. The annual cost assigned, under the Actuarial Cost Method, to the current plan year.

Open Amortization Period. An open amortization period is one which is used to determine the Amortization Payment but which does not change over time. In other words, if the initial period is set as 30 years, the same 30-year period is used in determining the Amortization Period each year. In theory, if an Open Amortization Period is used to amortize the Unfunded Actuarial Accrued Liability, the UAAL will never completely disappear, but will become smaller each year, either as a dollar amount or in relation to covered payroll.

Unfunded Actuarial Accrued Liability. The difference between the Actuarial Accrued Liability and Actuarial Value of Assets.

Valuation Date. The date as of which the Actuarial Present Value of Future Benefits are determined. The benefits expected to be paid in the future are discounted to this date.

Vested Benefit Security Ratio. The ratio of the Market Value of Assets to the Actuarial Present Value of Vested Accrued Benefits.



CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

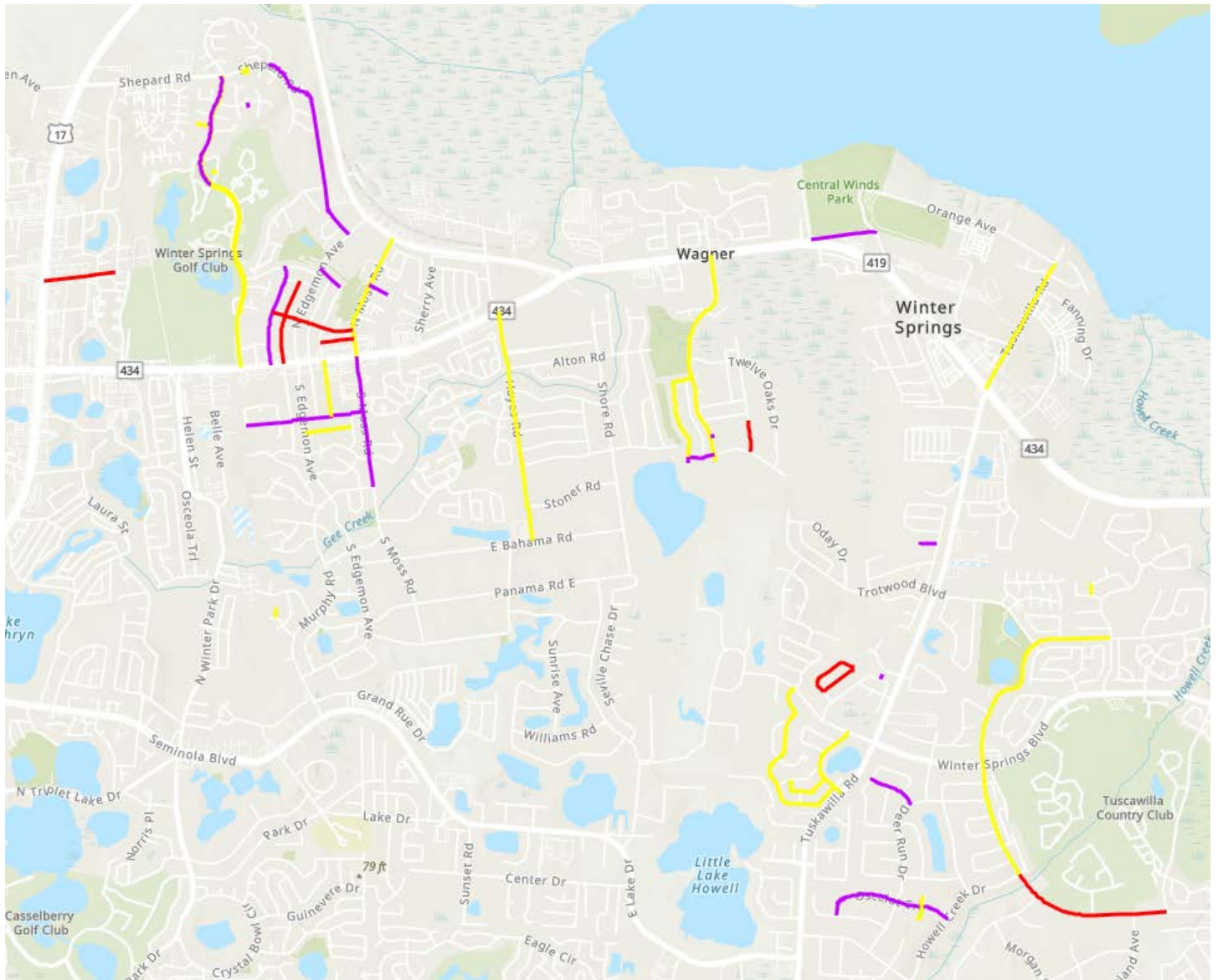
FY 2022 Resurfacing

SUMMARY

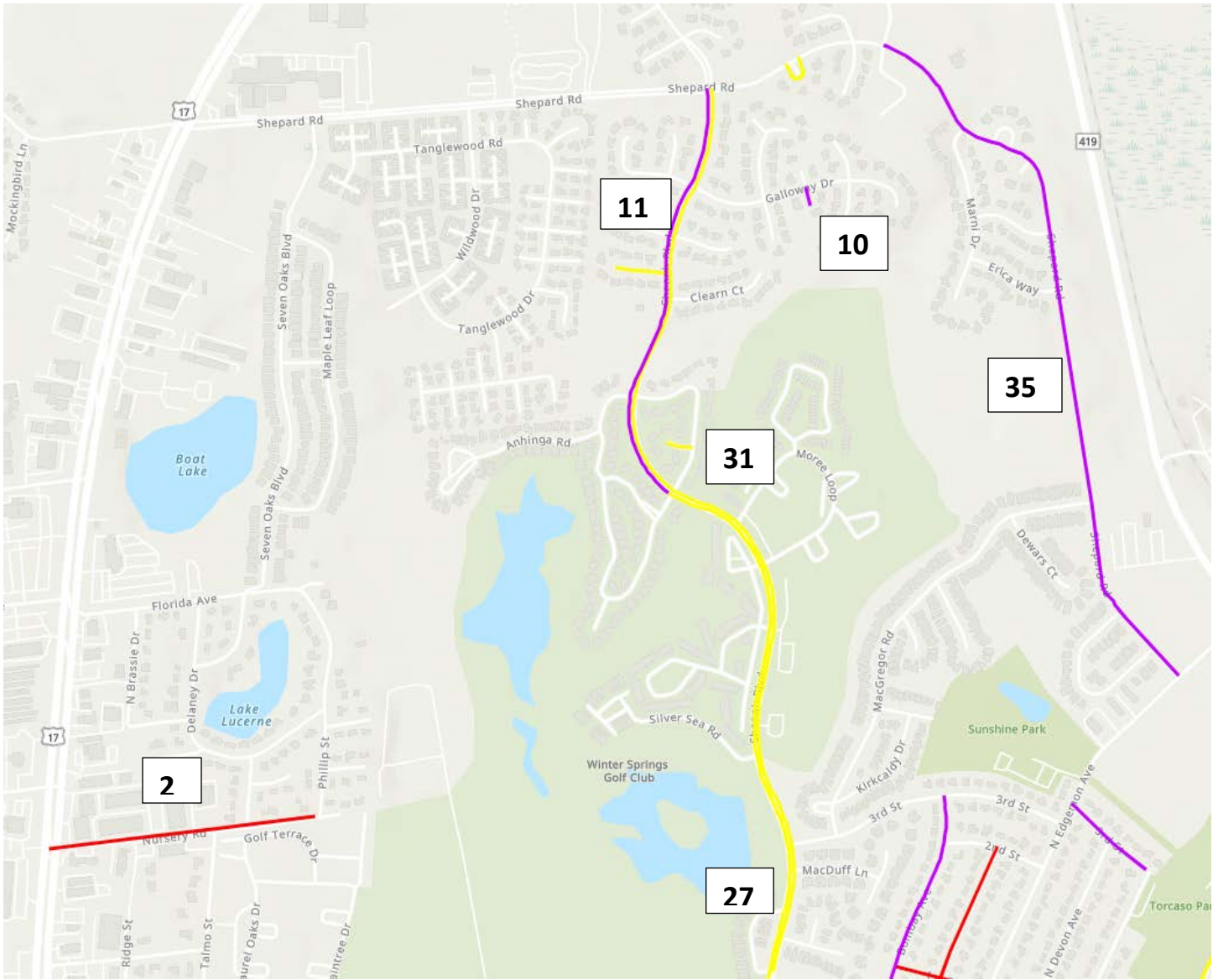
The City hired an independent engineering contractor, KCI, to evaluate and rank all the roads in the city. The consultant's evaluation has been further reviewed and evaluated by staff, and was approved by the commission on July 12, 2021. The first phase of resurfacing is scheduled to be completed by the end of September. The contractor will continue in October and start on phase 2 when FY 2022 funds become available. This will allow the City to minimize the mobilization fees and pave more roads.

RECOMMENDATION

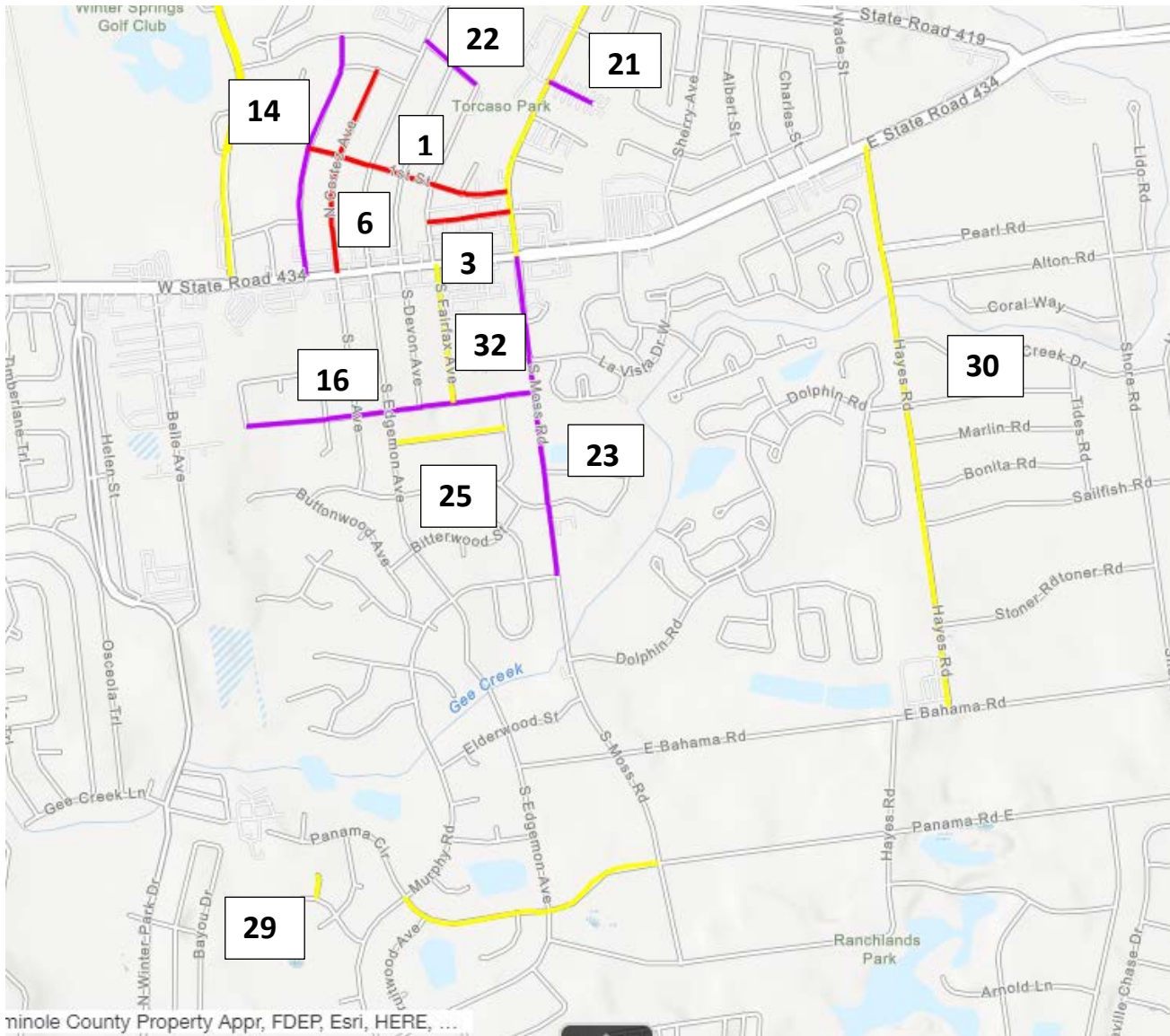
Authorize the City Manager to negotiate and execute a contract with Middlesex Paving, LLC for Phase 2 of the resurfacing plan not to exceed \$1,125,000 to include a 10% contingency.



Over Location of Resurfacing Projects

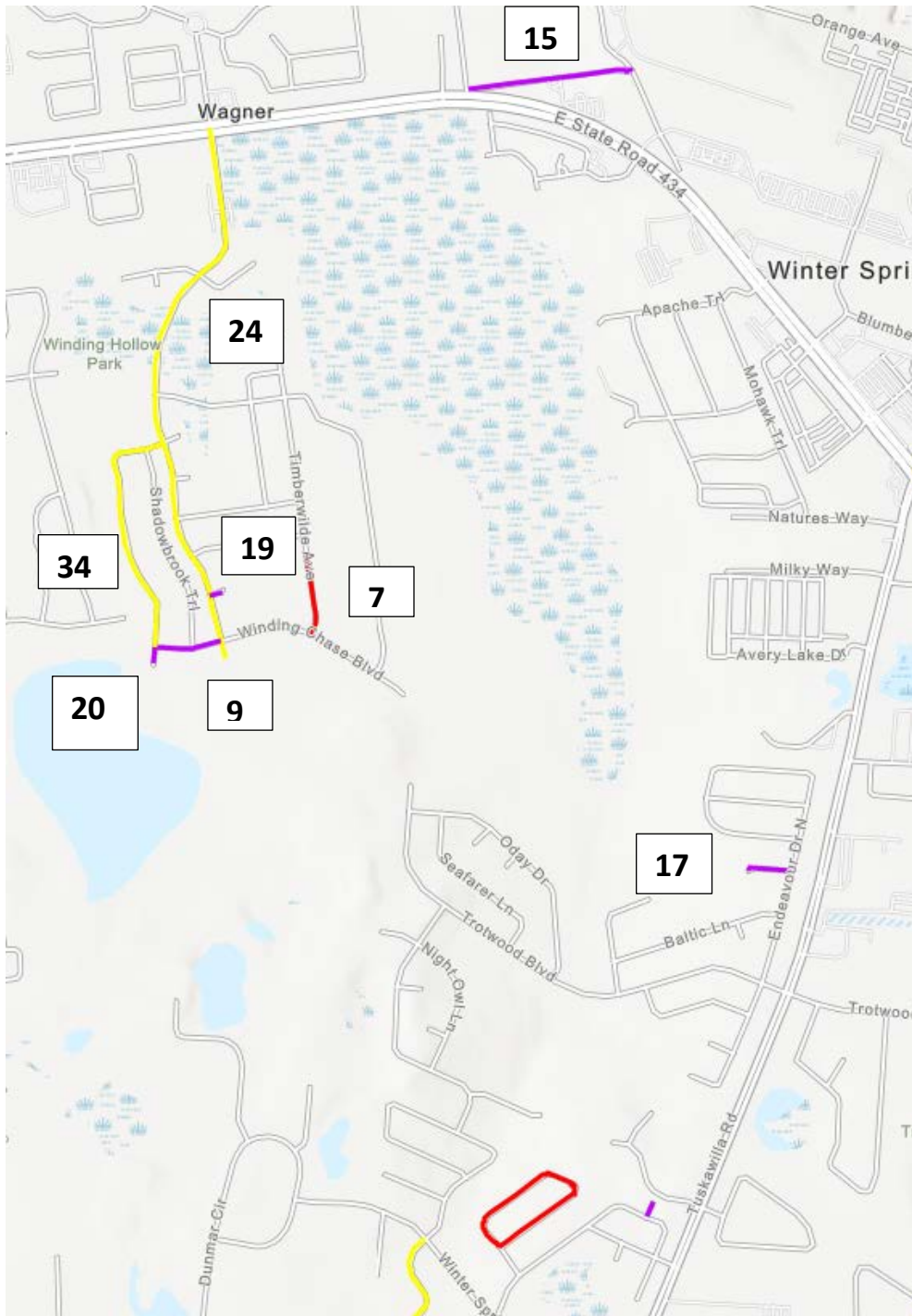


Detail Location of Resurfacing Projects
Numbers Refer to Estimated Cost Sheet



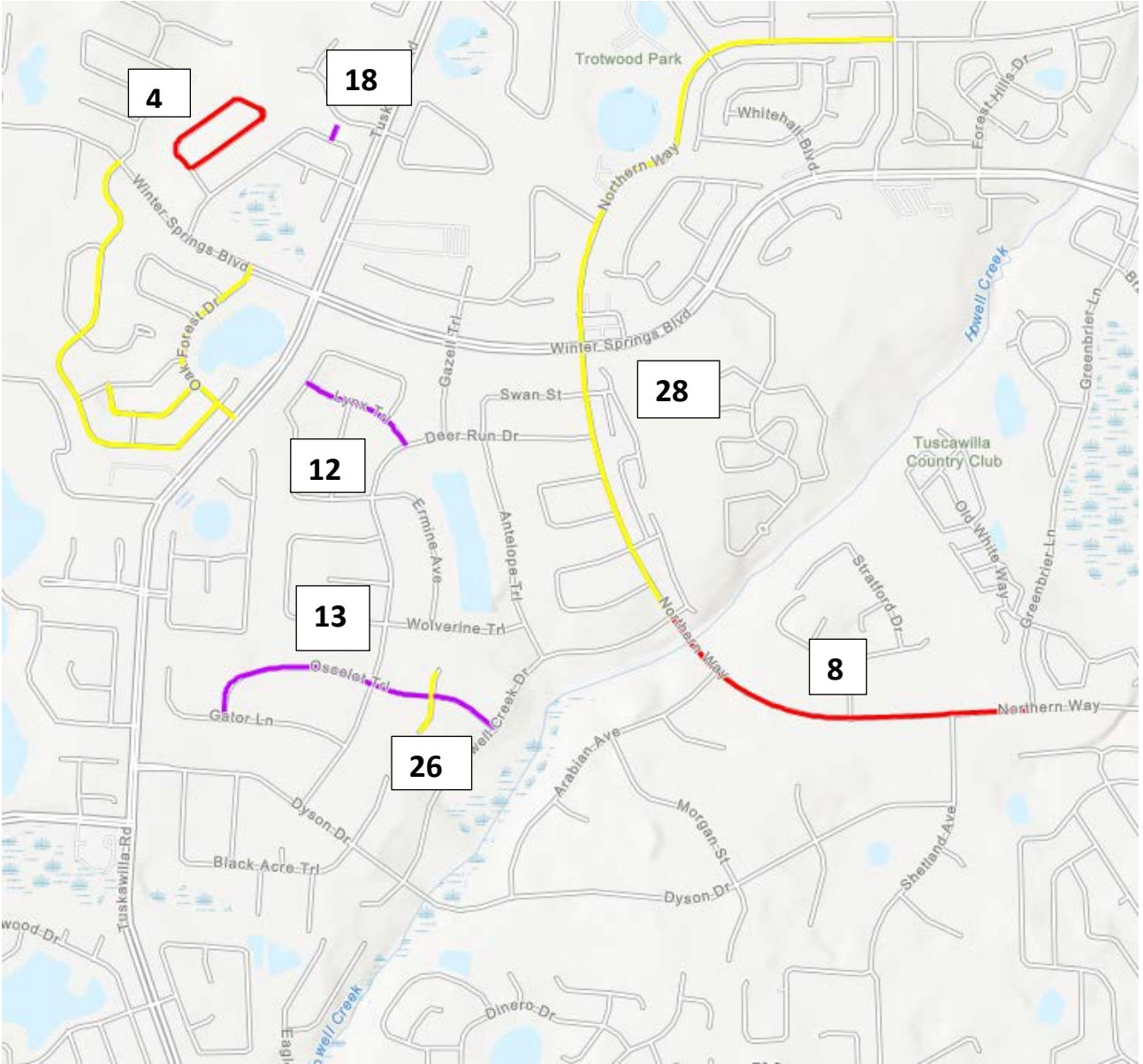
Seminole County Property Appr, FDEP, Esri, HERE, ...

Detail Location of Resurfacing Projects
Numbers Refer to Estimated Cost Sheet



Detail Location of Resurfacing Projects

Numbers Refer to Estimated Cost Sheet



Detail Location of Resurfacing Projects
Numbers Refer to Estimated Cost Sheet



CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

West WWTP Reliability Improvements. SGS Contracting Services, Inc./Synagro Contract Modification

SUMMARY

The West WRF is located in the western part of the City and provides sanitary sewer service to the surrounding community. In 2020, the City initiated critical repairs to the two WRF treatment units including new influent screens and aeration systems. During the first treatment unit rehabilitation, the operating treatment unit experienced operational problems, interruption to reclaimed water service for some customers, and other impacts to some adjacent residents. Reliability improvements are recommended to ensure the fewest number of residents are impacted during rehabilitation of the second treatment unit. The reliability improvements include some permanent piping improvements both at the WRF and in the reclaimed water distribution system.

Disk Filters – Disk filters are a newer treatment technology that replaces the older traveling bridge sand filters. The sand filters have had various functional issues and are unreliable. This activity will provide for the installation of the temporary filter and associated site improvements including site work, piping, and electrical connections. The disk filter rental is addressed in a separate agenda item as a response to an invitation to bid (ITB).

VENDOR	TOTAL ESTIMATED COST ¹
Construction Allowance	\$225,000

1. Costs will include filter placement/removal, construction materials, and construction labor.

Temporary Above Ground Water Storage – Water that does not meet public access reclaimed water standards must be sent to the rapid infiltration basins (RIB) for disposal. In the event of a plant upset, water will be diverted to the temporary water storage tanks and then pumped to the RIB. The storage tank rental and emergency pump rental is addressed in a separate agenda

item as a response to an invitation to bid (ITB).

VENDOR	TOTAL ESTIMATED COST ¹
Construction Allowance	\$175,000

1. Costs will include connection to the storage tanks, construction materials, and construction labor.

Reclaimed Water Piping Improvements – Currently, the discharge from the WWTP to the RIBs (Rapid Infiltration Basins) utilizes the same piping as public access reuse. A piping configuration that can create an isolated and dedicated pipeline to the RIBs is required to maintain reclaimed water to existing customers and disposal of non public access water simultaneously.

LOCATION	TOTAL ESTIMATED COST ¹
RCW Pipe Jumper at Plant	\$60,000

1. Estimated cost for piping installation. Final cost to be determined upon final engineering design.

West WWTP Treatment Unit #2 Piping Improvements – Treatment Unit #2 has multiple internal treatment flows that are returned to the influent screen of Unit #2. The additional flow can contribute to the screen overflowing and causing a spill to the ground on the plant site. Redirecting the internal flows directly to appropriate treatment basins within treatment Unit #2 will reduce the flow impact to the influent screen.

VENDOR	TOTAL ESTIMATED COST ¹
Construction Allowance	\$30,000

1. Estimated cost for piping installation. Final cost to be determined upon final engineering design.

West WWTP Treatment Unit #1 Structural Repairs – Treatment Unit #1 has multiple structural deficiencies including broken concrete footing, separating wall(s), and broken top ring. The extent of the repairs cannot completely be identified until the tank is emptied and cleaned. The deficiencies were not evident during priority repair design and are not included in the existing repair project.

VENDOR	TOTAL ESTIMATED COST ¹
Construction Allowance	\$110,000

1. Final cost to be determined upon final engineering design.

Priority Repair Construction Contract Modifications – SGS Contracting Services (general contractor) and Synagro (tank cleaning contractor) are at the end of

the original contract duration. The contracts need to be extended to allow contractors to complete anticipated work. An additional three hundred (300) days of time is recommended to be approved for each contract. SGS Contracting Services has reached the approved contract contingency amount with additional approved change order work. This is work in addition to the original scope of work. Additional funds are required to be approved to continue anticipated change order work. An additional \$600,000 is recommended to be approved. Synagro will need additional approved contract contingency to address additional work to dispose of inert material and additional labor to reduce the overall on-site work timeframes. An additional \$100,000 is recommended to be approved.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager to execute contract changes for SGS Contracting Services to add additional contract time and up to \$600,000 of additional expenditures. Authorize the City Manager to execute contract changes for Synagro to add additional contract time and up to \$100,000 of additional expenditures.



CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

SCADA (Supervisory Control and Data Acquisition) Contract rider, West WRF SCADA Improvements and Lift Station 7W SCADA Improvements, Contract and Scope of Work Award

SUMMARY

The City utility infrastructure utilizes automation and controls to operate continuously, reliability, and with notification to on call staff during events. The systems require periodic maintenance as equipment will fail and must be replaced. In addition, the systems require upgrades as components become obsolete and cannot be replaced with the same components. City of Winter Springs staff evaluated the City of Sunrise contract and determined that the contract was advertised properly and the services are similar in nature to the services required by the City of Winter Springs utility system. The vendor has signed a contract rider allowing the City of Winter Springs to utilize the City of Sunrise contract and accepted the City of Winter Springs requirements.

In conjunction with the contract rider, the West WRF requires SCADA improvements. The West WRF is located in the western part of the City and provides wastewater treatment service and reclaimed water (RCW) to the City's RCW distribution system. During the cleaning and rehabilitation of treatment Unit #1, treatment Unit #2 will treat 100% of the flow coming into the facility. The treatment process is sensitive to changes and can become upset. The proposed SCADA improvements will provide staff with advanced notice of changes in the treatment process allowing staff to respond. In addition, the primary influent lift station (LS)(station that pumps influent wastewater) to the West WRF has an old SCADA system that cannot be replaced and backup parts are difficult to obtain. Failure of the LS could cause an overflow of raw wastewater into Gee Creek. The result of the improvements will be additional reliability so the facility can produce public access RCW and prevent possible wastewater overflows.

VENDOR: Revere Control Systems, Inc	PROPOSAL COST
West WRF SCADA Improvements	\$68,413.00
LS 7W SCADA Improvements	\$58,027.98

Preparation for cleaning and construction of the treatment Unit #1 repairs is anticipated to begin in October with repairs completed by March 2022. The SCADA improvements will be completed as soon as possible after approval.

RECOMMENDATION

Staff recommends the City Commission approve the contract rider to Revere Control Systems, Inc. Additionally, approve a contract in the amount of \$68,413.00 for SCADA improvements at the West WRF and a contract in the amount of \$58,027.98 for SCADA improvements at LS 7W plus a ten (10%) project contingency for each (\$12,644.10 total for both projects) for a total of \$139,085.08. Finally, authorization for the City Manager and City Attorney is requested to prepare and execute any and all applicable contract documents consistent with this Agenda item.

PIGGYBACK RIDER – Revere Control Systems, Inc.

THIS “PIGGYBACK” RIDER AGREEMENT (“Agreement”) is made and entered into this _____ day of September, 2021, between the CITY OF WINTER SPRINGS, a Florida municipal corporation (“City”) and Revere Control Systems, Inc., an Alabama corporation authorized transact business in the State of Florida, with principal offices located at 2240 Rocky Ridge Road, Birmingham, Alabama 35216, (“Contractor”). The City and the Contractor agree as follows:

1. The Purchasing Policies of the City of Winter Springs allow for “piggybacking” contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Contractor has entered into a contract with the City of Sunrise, Florida, said contract being identified as: **Standard Contract No. C 18-32-06-HR Between the City of Sunrise, Florida and Revere Control Systems, Inc., dated March 29, 2019** (said original contract being referred to as the “Original Government Contract”).

2. The Original Government Contract, including all associated Contract Documents and Exhibits and Attachments as defined in the Original Government Contract, is incorporated herein by reference and is attached as Exhibit “1” to this Agreement. All of the terms and conditions set forth in the Original Government Contract (Exhibit “1”) are fully binding on the parties and said terms and conditions are incorporated herein except to the extent expressly modified herein.

3. Notwithstanding the requirements that the Original Government Contract is fully binding on the parties, the parties have agreed to modify certain provisions of the Original Government Contract as applied to this Agreement between the Contractor and the City of Winter Springs, as follows:

a) Notwithstanding anything in Exhibit “1” to the contrary, the following terms shall be substituted throughout the Original Government Contract: City of Sunrise = City of Winter Springs. All references to the City Manager shall = City of Winter Spring’s City Manager.

b) Notwithstanding anything in Exhibit “1” to the contrary, specifically Section 3 of the Original Government Contract, the term of this Agreement with the City of Winter Springs shall take effect on the date of its execution of the City and Contractor and continue for the duration of the Original Government Contract, including any of the additional executed one (1) year terms by the City of Sunrise and Contractor, or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement have been completed or terminated. .

c) Section 1 – Services – Section 1 of the Original Government Contract shall be amended to provide that the City’s representative during the performance of this Agreement shall be the City Manager or his or her designee.

d) Section 2 – Payments– Section 2 of the Original Government Contract shall be amended to provide that Invoices shall be submitted, referencing this contract and any Task Order to:

City of Winter Springs

Finance Department
1126 East State Road 434
Winter Springs, FL 32708

e) Section 6 – Insurance – Section 6 of the Original Government Contract shall be amended to require that Certificate Holder address shall read:

City of Winter Springs
Attn: Finance Department
1126 East State Road 434
Winter Springs, FL 32708

f) Section 11 - Indemnification – shall be amended to additionally require that, for purposes of Contractor’s indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

g) Section 15 – Governing Law/Jurisdiction/Venue - Section 15 of the Original Government Contract shall be amended to provide that venue for any action arising out of or relating to this contract shall lie in Seminole County for state court actions and Orlando, Florida for federal court actions.

h) Section 23 – Notices - Section 23 of the Original Government Contract shall be amended to provide that Notices to the City/Contractor shall be delivered to:

City Manager
City of Winter Springs, Florida
1126 East State Road 434
Winter Springs, FL 32708

Revere Control Systems, Inc.
Attn: _____
2240 Rocky Ridge Road
Birmingham, AL 35216

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

i) Section 25 – Public Records - is amended to additionally require that if Contractor fails to comply with this Section, and the City must enforce this Article, or the City suffers a third party award of attorney’s fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor’s failure to comply with this Section, the City shall collect from Contractor prevailing party attorney’s fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if

applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Winter Springs, 1126 East State Road 434, Winter Springs, FL 32708 or City-Clerk-Department@winterspringsfl.org or (407) 327-6560.

j) Section 29 – Order of Precedence – The order of precedence will be this Piggyback Rider, the Original Government Contract, Original RFP, and Contractor's Proposal.

k) E-Verify Registration and Use – A new Section is added to the Original Government Contract as follows:

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

l) Sovereign Immunity – A new Section is hereby added to the Original Government Contract as follows:

The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any

claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

m) Scope of Services – is amended to provide that the sites to be serviced under this contract include but are not limited to: potable water wells, potable water treatment plants, lift/pump stations, wastewater plants, reclaimed water treatment plants, water/reclaimed water pumping stations, and effluent disposal sites. ("Winter Springs City Facilities"). Contractor and City agree that the details included in the original Request for Proposal issued by the City of Sunrise regarding the types of Facilities, technology components, equipment and software currently in place at the City of Sunrise utilities plants are of a similar type and nature to those Facilities, technology components, equipment and software used at the Winter Springs City Facilities.

IN WITNESS WHEREOF, authorized representatives of the CITY and the CONTRACTOR have executed this Piggyback Rider to the Original Government Contract on the day and year below noted:

CITY: Revere Control Systems, Inc.

Shawn Boyle, City Manager

Nan Johnson, Vice President of Municipal Systems

Printed Name and Title:

Date: _____

Nan Johnson

ATTEST:

Date: 9/17/2021

Christian Gowan, City Clerk



CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

West WRF Temporary Disk Filter, Vendor Selection and Award

SUMMARY

The West WRF is located in the western part of the City and provides wastewater treatment service and reclaimed water (RCW) to the City's RCW distribution system. During the cleaning and rehabilitation of treatment Unit #1, treatment Unit #2 will treat 100% of the flow coming into the facility. The treatment process is sensitive to changes and can become upset resulting in higher than normal total suspended solids (TSS) being sent to the filters. The existing sand filters are at the end of their service life and do not respond to changes in TSS well. The temporary disk filter will process the anticipated high flow capacity and capture the anticipated high TSS from treatment Unit #2 while maintaining effluent quality. The result will be additional reliability the facility can produce public access RCW.

Invitation to Bid (ITB) #05-21 JN for West Water Reclamation Facility Temporary Disk Filter was advertised on September 3, 2021 and bids received on September 17, 2021. The ITB outlined the equipment specifications and performance requirements. The prices are based on mobilization to the West WRF, demobilization from the West WRF, and a six (6) month rental with the option to rent the equipment longer if required. Two bids were received as shown in the Bid Tabulation below:

VENDOR	MOB/DEMOB COST	MONTHLY COST	TOTAL COST
Veolia Water Technologies, Inc.	\$49,750	\$16,450	\$148,450
WesTech Engineering, LLC	\$33,110	\$29,175	\$208,160

Preparation for cleaning and construction of the treatment Unit #1 repairs is anticipated to begin in October with repairs completed by March 2022. The disk filter will be delivered to the West WRF as soon as practical.

RECOMMENDATION

Staff recommends the City Commission award a contract to Veolia Water Technologies, Inc. in the amount of \$148,450 plus a two month project contingency (\$16,450 per month) for a total of \$181,350 for the rental of a temporary disk filter. Additionally, in the event an agreement with the first ranked proposer is unable to be completed, authorize the City Manager and City Attorney to negotiate with the second ranked proposer, which is WesTech Engineering, LLC in the amount of \$208,160 plus a two month project contingency for a total of \$266,510. Finally, authorization for the City Manager and City Attorney is requested to prepare and execute any and all applicable contract documents consistent with this Agenda item.

SECTION 00300

MANDATORY BID FORMS

(Mandatory Forms must be submitted with the bid. Failure to submit forms may disqualify the proposer from the ITB.)

PART 1 GENERAL

1.01 Description

The following Bid is hereby made to the City of Winter Springs, hereafter called the OWNER. Bid is submitted by:

Legal Name (indicate whether sole proprietorship, partnership, or corporation):

Veolia Water Technologies, Inc

Address: 945 S Brown School Road
Vandalia, OH 45377

Contact Name: Michael Reyes

Contact Phone Number: +1 (704) 650-0881

Contact E-Mail Address: michael.reyes@veolia.com

1.02 The Undersigned:

- A. Acknowledges receipt of:
 - 1. Project Manual for WEST WRF TEMPORARY DISK FILTER.
 - 2. Addenda:
 - Number 1., dated 9/3/2021.
 - Number 2., dated 9/13/2021.
- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.
- C. Agrees:

1. To hold this Bid open for **60** calendar days after the bid opening date.
2. To furnish the goods and/or services specified in this ITB at the prices quoted in my responsive bid and in compliance with the Bidding Documents.
3. To accept the provisions of the Instructions to Bidders.
4. To negotiate a contract with the OWNER incorporating the bid amounts, if selected on the basis of this Bid.
5. To receive a City Purchase Order issued by the OWNER at the submitted Bid Price.
6. To accomplish the work in accordance with the contract documents and this Project Manual.
7. To deliver the equipment as required by the specifications and as indicated in his proposal document.

D. Certifies:

1. That all information contained in this bid is truthful to the best of my knowledge and belief.
2. That I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing, and able to perform if awarded the bid.

1.03 Stipulated Amount

A. Base Bid Price

I will provide the equipment and services under this project for a minimum Six-Month Total Rental Amount (Monthly Rent multiplied by 6) of:

Ninety-Eight thousand, seven-hundred _____ Dollars (\$ 98,700.00) **and** a

One-Time Mobilization/Demobilization Amount of:

Forty-nine Thousand, seven-hundred fifty _____ Dollars (\$ 49,750.00).

The Bidder hereby agrees to perform all work as required by this Project Manual for the following Unit Prices. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The OWNER, at his sole option and discretion, may choose to add or deduct from the unit prices set forth below. The Bidder shall be paid for actual quantities completed in accordance with the contract documents. The following is the order of precedence which will be used in case of conflicts within the Bid Submittal provided by each Bidder: Unit Price, Total Price, Total Base Bid (See attached Bid Form).

1.04 Bid Submittals

- A. Completed and signed bid price form and other Mandatory forms in this Section.
- B. I have attached all other Mandatory Forms in this Section.

1.05 Submittal

RESPECTFULLY SUBMITTED, signed and sealed this 14 day of September 2021.

Bidder

By: *C. Brett Naby* Title *VP Services - Industrial Solutions*

ATTEST: SECRETARY SEAL



Maggie Morris

**MAGGIE MORRIS, Notary Public
In and for the State of Ohio
My Commission Expires Sept 1, 2023**

BID TABULATION

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to performance of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits.

Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed. The detailed Schedule of Values shall be provided by the lowest responsible bidder and be included with their executed contract, as attached.

ITEM No.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Mobilization/Demobilization, plus, <ul style="list-style-type: none"> Travel and living expenses to have one personnel onsite up to 8 hours per day, two trips, up to 3 days each trip. Travel and living expenses to have one personnel onsite up to 8 hours per day for the last 2 days rental is onsite. 	1	LS	\$49,750.00	\$48,750.00
2	Rental Equipment <ul style="list-style-type: none"> Disk filter Spares Service Program 	6	Month	\$16,450.00	\$98,700.00
TOTAL =					\$148,450.00
	As Needed Service beyond necessary repairs to the equipment and exceeding the minimum service intervals in Appendix A			Rate per Hour	
	Supervision/Project Manager <ul style="list-style-type: none"> Onsite & travel time beyond budgeted 	As Needed		\$160.00	To Be Determined
				Meals per diem travel & living expenses at cost +15%	
	Additional per month rental beyond 6 months (Rate may not exceed rate quoted for minimum 6 month term.)	As Needed		\$16,945.00	To Be Determined

TOTAL BID:

one hundred-forty-eight thousand, two-hundred-fifty DOLLARS

(In Words)

\$ 148,250.00

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - 2. Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

The company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or been engaged in business operations in Cuba or Syria.

The City shall provide notice, in writing, to the Contractor of any determination concerning a false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and

- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

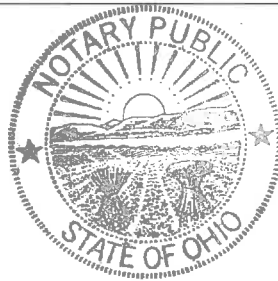
C. Brett Nally
 (Authorized Signature)

Brett Nally VP Services (IS)
 (Printed Name and Title)

Veolia Water Technologies
 (Name of Vendor)

STATE OF OHIO
 COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 14th day of SEPTEMBER 2021, by BRETT NALLY the VP SERVICES (IS) of VEOLIA WATER TECHNOLOGIES, a ASSOCIATE () who is personally known to me or () who produced as identification.



Maggie Morris
 Notary Public

Print Name: MAGGIE MORRIS

My Commission expires: SEPT. 1, 2023

MAGGIE MORRIS, Notary Public
 In and for the State of Ohio
 My Commission Expires Sept 1, 2023

NON-COLLUSION AND CONTINGENT FEES AFFIDAVIT

OHIO
State of ~~Florida~~

County of MONTGOMERY, being
first duly sworn, deposes and says that:

He / She is VP Services (IS) of Veolia Water Technologies, the
Proposer that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other proposer, firm or person to submit a
collusive or sham Bid in connection with the contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other Proposer, firm or person to fix the price or prices in the attached Bid or of any other
Proposer, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any
other Proposers, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the City of Winter Springs or any person interested in the
proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its
agents, representatives, owner's employees, or parties in interest, including this affiant; and

The proposer nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, have not employed or retained any company or person,
other than a bona fide employee working solely for the proposer to solicit or secure this
agreement and that proposer has not paid or agreed to pay any person, company, corporation,
individual, or firm, other than a bona fide employee working solely for the proposer any fee,
commission, percentage, gift, or other consideration contingent upon or resulting from the award
or making of this agreement. For the breach or violation of this provision, the City shall have the
right to terminate the agreement without liability and, at its discretion, to deduct from the
contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or
consideration.

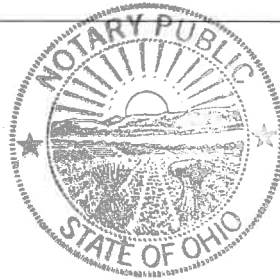
Brett Nally
(Authorized Signature)

Brett Nally VP Services (IS)
(Printed Name and Title)

Veolia Water Technologies
(Name of Vendor)

STATE OF OHIO
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of SEPTEMBER 2021, by BRETT NEEM the VP SERVICES (IS) of VEOLIA WATER TECHNOLOGIES, a ASSOCIATE who is personally known to me or who produced as identification.



Maggie Morris
Notary Public

Print Name: MAGGIE MORRIS

My Commission expires: SEPT. 1, 2023

**MAGGIE MORRIS, Notary Public
In and for the State of Ohio
My Commission Expires Sept 1, 2023**

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

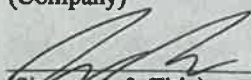
Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program.

In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Veolia Water Technologies
(Company)


(Signature & Title) HR Manager

CONFLICT OF INTEREST CERTIFICATION

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the C Brett Neely of Veolia Water Technologies, Inc with a local office in Vandalia, OH and principal office in Vandalia, OH.
City and State City and State

The above-named entity is submitting an ITB for the City of Winter Springs described as:

City of Winter Springs

ITB # 05-21 JN

WEST WRF TEMPORARY DISK FILTER RENTAL

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

- a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.
- b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
- f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.

- g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Winter Springs.


(Authorized Signature)

C Brett Neely - VP Services
Industrials Solutions
(Printed Name and Title)

Veolia Water Technologies, Inc

Name of Business

945 S Brown School Road

Business Mailing Address

1(800) 875-4075
+1 (937) 890-9925

Phone & Fax Number

Vandalia, OH 45377

City, State, Zip

CERTIFICATION A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

- a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

f. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.


- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

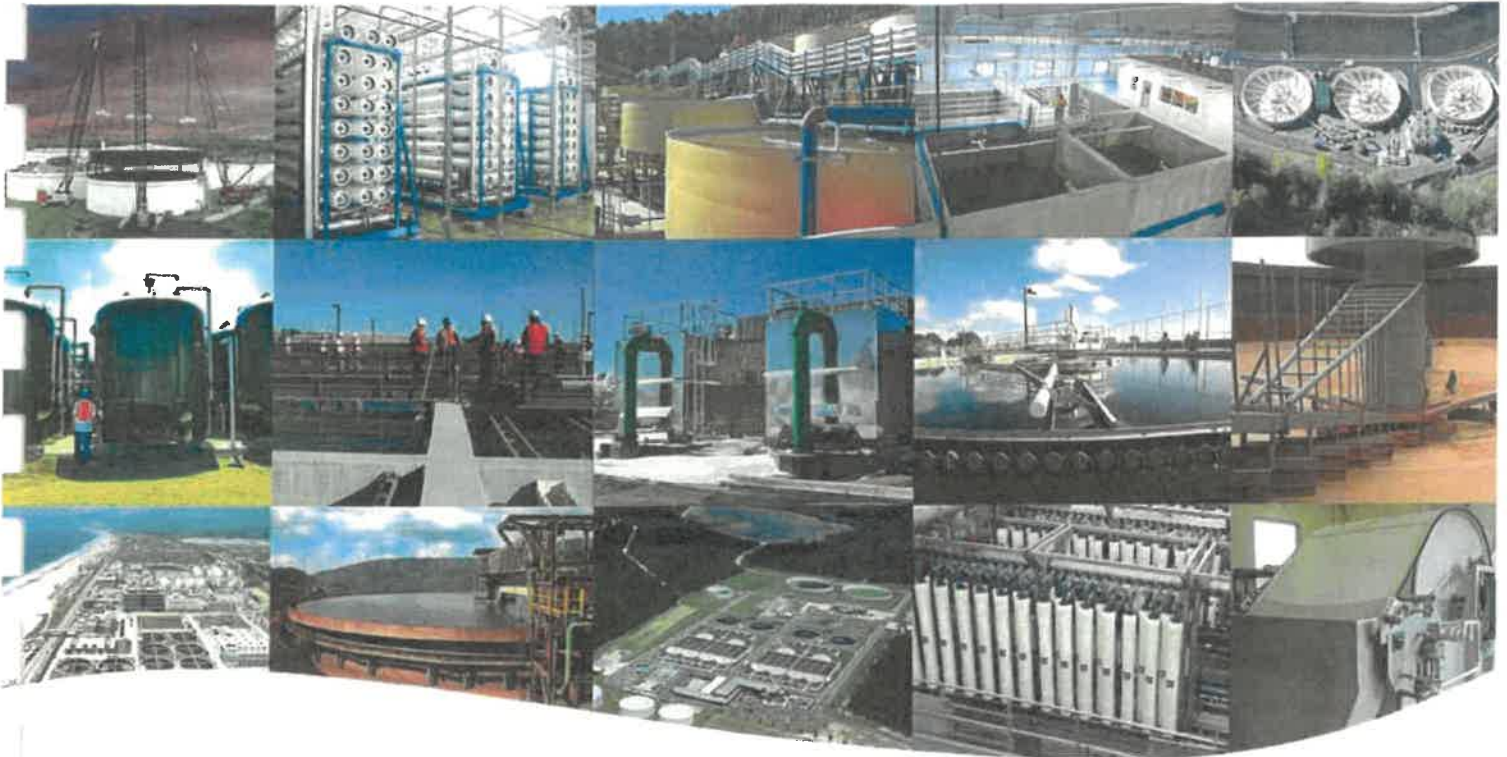
g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: VEOLIA WATER TECHNOLOGIES, INC	Date: 9/15/2021
Signature of Authorized Certifying Official: 	Title: VP - Services, Industrial Solutions

C Brett Neely

END OF SECTION



Winter Springs West Water Reclamation Facility Temporary Disk Filter Rental

Florida

Representative

Brian Schuette
Moss Kelley, Inc.
Lake Mary, Florida
(407) 805-0063
bks@mosskelley.com

Contact

Mitch Matthews
mmatthews@westech-inc.com

Sabrina La Plante
slaplante@westech-inc.com



Proposal Number: 2160376
Wednesday, September 15, 2021



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Bid Forms

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General Arrangement Drawing

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Bid Forms

SECTION 00300

MANDATORY BID FORMS

(Mandatory Forms must be submitted with the bid. Failure to submit forms may disqualify the proposer from the ITB.)

PART 1 GENERAL

1.01 Description

The following Bid is hereby made to the City of Winter Springs, hereafter called the OWNER. Bid is submitted by:

Legal Name (indicate whether sole proprietorship, partnership, or corporation):

WesTech Engineering, LLC

Address:

3665 S. West Temple, Salt Lake City, Utah 84115

Contact Name:

Mitch Matthews

Contact Phone Number:

801.265.1000

Contact E-Mail Address:

munisales@westech-inc.com

1.02 The Undersigned:

- A. Acknowledges receipt of:
 - 1. Project Manual for WEST WRF TEMPORARY DISK FILTER.
 - 2. Addenda:
 - Number 1, dated September 13, 2021
 - Number _____, dated _____.
- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.
- C. Agrees:

1. To hold this Bid open for 60 calendar days after the bid opening date.
2. To furnish the goods and/or services specified in this ITB at the prices quoted in my responsive bid and in compliance with the Bidding Documents.
3. To accept the provisions of the Instructions to Bidders.
4. To negotiate a contract with the OWNER incorporating the bid amounts, if selected on the basis of this Bid.
5. To receive a City Purchase Order issued by the OWNER at the submitted Bid Price.
6. To accomplish the work in accordance with the contract documents and this Project Manual.
7. To deliver the equipment as required by the specifications and as indicated in his proposal document.

D. Certifies:

1. That all information contained in this bid is truthful to the best of my knowledge and belief.
2. That I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing, and able to perform if awarded the bid.

1.03 Stipulated Amount

A. Base Bid Price

I will provide the equipment and services under this project for a minimum Six-Month Total Rental Amount (Monthly Rent multiplied by 6) of:

One hundred seventy-five thousand fifty Dollars (\$ 175,050) **and** a

One-Time Mobilization/Demobilization Amount of:.

Thirty-three thousand, one hundred ten Dollars (\$ 33,110).

The Bidder hereby agrees to perform all work as required by this Project Manual for the following Unit Prices. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The OWNER, at his sole option and discretion, may choose to add or deduct from the unit prices set forth below. The Bidder shall be paid for actual quantities completed in accordance with the contract documents. The following is the order of precedence which will be used in case of conflicts within the Bid Submittal provided by each Bidder: Unit Price, Total Price, Total Base Bid (See attached Bid Form).

1.04 Bid Submittals

- A. Completed and signed bid price form and other Mandatory forms in this Section.
- B. I have attached all other Mandatory Forms in this Section.

1.05 Submittal

RESPECTFULLY SUBMITTED, signed and sealed this 15 day of Sept, 2021.

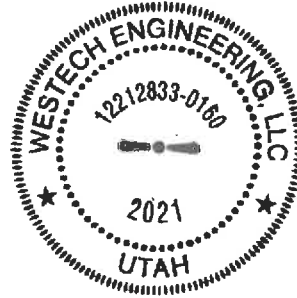
Bidder

By:

Craig N. Martin

Title Vice President

ATTEST: SECRETARY SEAL



BID TABULATION

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to performance of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits.

Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed. The detailed Schedule of Values shall be provided by the lowest responsible bidder and be included with their executed contract, as attached.

ITEM No.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Mobilization/Demobilization, plus, <ul style="list-style-type: none"> Travel and living expenses to have one personnel onsite up to 8 hours per day, two trips, up to 3 days each trip. Travel and living expenses to have one personnel onsite up to 8 hours per day for the last 2 days rental is onsite. 	1	LS	\$33,110	\$33,110
2	Rental Equipment <ul style="list-style-type: none"> Disk filter Spares Service Program 	6	Month	\$29,175/Moth	\$175,050
TOTAL =					\$208,160
	As Needed Service beyond necessary repairs to the equipment and exceeding the minimum service intervals in Appendix A			Rate per Hour	
	Supervision/Project Manager <ul style="list-style-type: none"> Onsite & travel time beyond budgeted 	As Needed		\$180/Hour	To Be Determined
				Meals per diem travel & living expenses at cost +15%	
	Additional per month rental beyond 6 months (Rate may not exceed rate quoted for minimum 6 month term.)	As Needed		\$29,175/Moth	To Be Determined

TOTAL BID:

Two hundred eight thousand, one hundred sixty DOLLARS
(In Words)

\$ \$208,160

*Rental Security Deposit of \$10,000 received prior to unit leaving WesTech Yard. Deposit will be refunded on return of equipment to WesTech Yard in clean condition with normal wear and tear. Bid is contingent upon acceptance and mutual agreement of attached WesTech Master Rental Agreement and Clarifications at time of contract execution.

September 2021

Mandatory Bid Forms

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - 2. Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

The company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or been engaged in business operations in Cuba or Syria.

The City shall provide notice, in writing, to the Contractor of any determination concerning a false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and

- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

Craig N. Martin

(Authorized Signature)

Craig N. Martin

(Printed Name and Title)

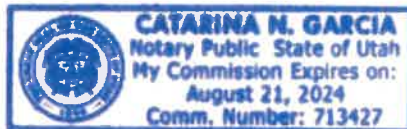
WesTech Engineering, LLC

(Name of Vendor)

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of September, 2021, by CRAG N. MARTIN the VICE PRESIDENT of WESTECH ENGINEERING LLC, a LLC who is personally known to me or who produced as identification.



Catarina N. Garcia

Notary Public

Print Name: CATARINA N. GARCIA

My Commission expires: 08.21.24

NON-COLLUSION AND CONTINGENT FEES AFFADAVIT

State of ~~Florida~~ Utah
County of Salt Lake, being
first duly sworn, deposes and says that:

He / She is Vice President of WesTech Engineering, LLC, the
Proposer that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other proposer, firm or person to submit a
collusive or sham Bid in connection with the contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other Proposer, firm or person to fix the price or prices in the attached Bid or of any other
Proposer, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any
other Proposers, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the City of Winter Springs or any person interested in the
proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its
agents, representatives, owner's employees, or parties in interest, including this affiant; and

The proposer nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, have not employed or retained any company or person,
other than a bona fide employee working solely for the proposer to solicit or secure this
agreement and that proposer has not paid or agreed to pay any person, company, corporation,
individual, or firm, other than a bona fide employee working solely for the proposer any fee,
commission, percentage, gift, or other consideration contingent upon or resulting from the award
or making of this agreement. For the breach or violation of this provision, the City shall have the
right to terminate the agreement without liability and, at its discretion, to deduct from the
contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or
consideration.

Craig N. Martin

(Authorized Signature)

Craig N. Martin, Vice President
(Printed Name and Title)

WesTech Engineering, LLC
(Name of Vendor)

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 15 day of September, 2021, by the VP of WRIGHT MARTIN WESTECH ENGINEERING LLC a () who is personally known to me or () who produced as identification.



Catarina Garcia
Notary Public

Print Name: CATARINA N. GARCIA

My Commission expires: 08-21-24

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program.

In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

WesTech Engineering, LLC
(Company)

Craig N. Martin Vice President
(Signature & Title)

CONFLICT OF INTEREST CERTIFICATION

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the Vice President of WesTech Engineering, LLC with a local office in Salt Lake City, Utah and principal office in Salt Lake City, Utah.
City and State City and State

The above-named entity is submitting an ITB for the City of Winter Springs described as:

City of Winter Springs

ITB # 05-21 JN

WEST WRF TEMPORARY DISK FILTER RENTAL

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

- a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.
- b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
- f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Winter Springs.

Craig N. Martin

(Authorized Signature)

Craig N. Martin, Vice President

(Printed Name and Title)

WesTech Engineering, LLC

Name of Business

3665 S. West Temple

Business Mailing Address

p 801.265.1000

f 801.265.1080

Phone & Fax Number

Salt Lake City, UT 84115

City, State, Zip

CERTIFICATION A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

- a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

f. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.


- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: WesTech Engineering, LLC		Date: 9/15/21
Signature of Authorized Certifying Official: 	Title: Vice President	

END OF SECTION

Project Clarifications and Exceptions

Chemical Addition Chemical addition may be required to achieve an effluent of less than 5 mg/L of TSS based on an influent maximum of 30 mg/L TSS. Chemical supply and dosing equipment not included.

Unit Head Requirements: Customer responsibility below

- 11 ft of head required to enter unit at the max hydraulic flow of 1,800 gpm
- 8 ft internal water level and 3 ft pipe loss within the unit
- 4 ft head available at outlet of nozzle

Interconnecting piping, electrical, pumping, hydraulic calculations for plant layout and integration are responsibility of others.

Rental Unit Nozzle Sizes

- Inlet Nozzle: 10"
- Outlet Nozzle: 10"
- Backwash Nozzle: 6"

Spare Parts Not Included: Items listed below are generally not required to replace during short term rentals. Spare parts are not currently readily available.

- Minimum 2 panels/pieces
- All sprockets
- PLC and I/O modules
- Electrical components

Spare Parts Not on Rental Unit

- Pressure Switches
- Pulleys

Replacement Filter Discs Cassettes: The unit will come complete with necessary filter disc cassettes, along with an additional two (2) cassettes. If further replacement filter discs cassettes are required, they are available from WesTech at \$500 per cassette or \$5,000 per disc of cassettes. Freight is not included in this price.

Chemical Cleanout: WesTech does not require chemical clean out of the unit prior to return. Customer is responsible for running clean water through the unit and pressure wash inside the unit prior to return. WesTech does not include chemicals for cleaning of unit prior to return to WesTech.

Rental Equipment Wear Parts: Any wear items which need to be replaced are the responsibility of the customer and can be purchased through WesTech at a discounted rate.

Process Performance Guarantee: WesTech has not included a process performance guarantee. Any estimates of treated water quality are for reference only and do not constitute a guarantee.

Security Deposit: Security deposit payment of \$10,000 must be received prior to unit leaving WesTech yard. Deposit will be refunded on return of equipment to WesTech Yard in clean condition with normal wear and tear.



Taxes are not included in any pricing above and will be added to all invoices.

WesTech Master Rental Agreement must be signed at time of Purchase Order receivable.

Unit Availability: Proposal is subject to unit availability. Please contact WesTech prior to Purchase Order to confirm unit availability. Earliest unit availability for this equipment for arrival to job site on January 26, 2022.

Minimum Rental Period of 6 Months is required.

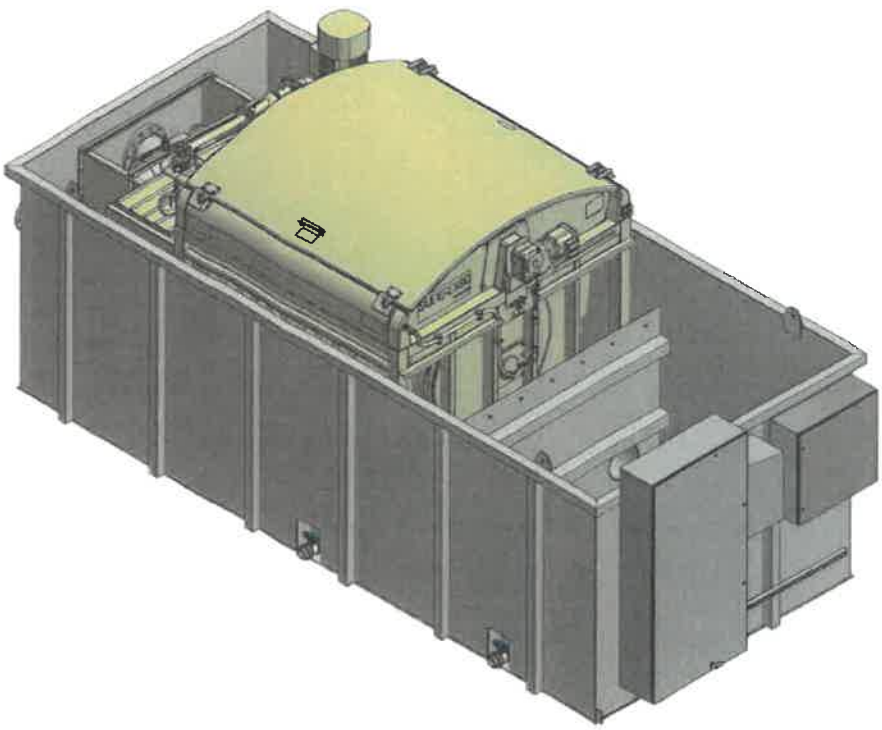
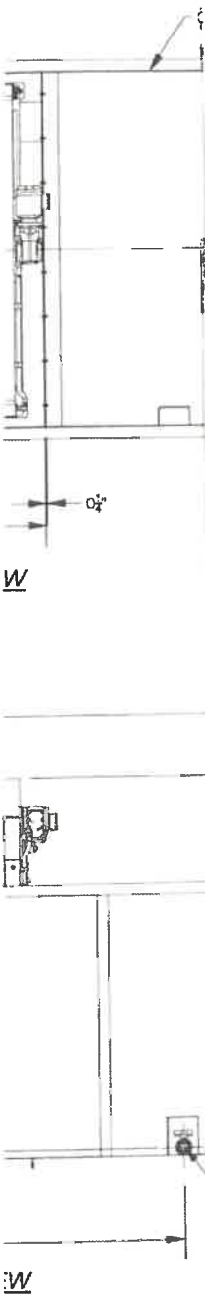
Performance and & Maintenance Service for months 2 and 4 of a 6 month rental period is included in monthly rental price.



Proposal: 2160376_Rev1

General Arrangement Drawing

CONNECTION TABLE			
NOZZLE	SIZE	TYPE	DESCRIPTION
A	10"	150# RFWN	SUPERDISC INLET
B	10"	150# RFWN	CLEARWELL OUTFLET
C	6"	150# RFWN	BACK WASH
D	2"	BALL VALVE MNPT	DRAIN SUPERDISC
E	2"	BALL VALVE MNPT	DRAIN CLEARWELL



ISOMETRIC VIEW



RENTAL STANDARD ONLY

WestTECH®

THIS DRAWING IS PROPERTY OF WESTTECH ENGINEERING, LLC AND IS TRANSMITTED IN CONFIDENCE. NEITHER RECEIPT FOR POSSESSION CONFERS OR TRANSFERS ANY RIGHT TO REPRODUCE, USE, OR DISCLOSE, IN WHOLE OR IN PART, DATA CONTAINED HEREIN FOR ANY PURPOSE, WITHOUT THE WRITTEN PERMISSION OF WESTTECH ENGINEERING, LLC.

TITLE **GENERAL ARRANGEMENT
MODULAR SUPERDISC**

CLIENT DOCUMENT NUMBER			
R591-M-GA-01			
DESIGNER	CHECKER	APPROVER	DATE
GL02	SC31	HO75	2021-08-13
JOB NUMBER		DOCUMENT NUMBER	SHEET
R591		0001697938	1 OF 1
			REV
			A

GU02	SC31
DESIGNER	APPROVER

Rental Agreement

This Master Rental Agreement "MRA" is made by and between WesTech Engineering, LLC or its named successors (Lessor), herein referred to as "WesTech" located at 3665 South West Temple, Salt Lake City, Utah, 84115 and [Click here to enter text.](#) (Lessee), whose principal business is located at [Click here to enter text.](#) The project site is to be disclosed on a per-project basis and must be within the USA or Canada.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the parties above named hereby agree as follows:

1. Duration of Agreement

- a. This Agreement shall remain in effect for a period of one (1) year or until canceled by either party by giving the other party ten (10) days written notice at the respective addresses as listed above. However, with respect to any rentals in progress as of the date of the cancellation, this Agreement shall continue in effect until the rental term has expired. This Agreement shall automatically renew on the anniversary date each year unless ten (10) days written notice to the contrary is given by either party. This Agreement does not obligate Lessee to lease Equipment from Lessor, nor does it obligate Lessor to accept an order for rental Equipment, but it, together with any applicable rental quote, shall control and govern all Equipment rented by Lessee and shall define the rights and obligations of Lessor and Lessee during the term hereof.

2. Rental Period

- a. Unless otherwise agreed to in writing by Lessor and Lessee, the rental period shall commence on the day the Equipment leaves the Lessor's facility and shall continue until the Equipment is decontaminated and returned to Lessor's facility clean, free of all foreign materials, liquid or solid, and without damage other than normal wear and tear.
- b. All rentals shall be on a weekly, 28 day, or monthly rate term unless the parties specifically stipulate to the contrary. Lessee acknowledges, and agrees to, minimum rental term durations in order to obtain pricing discounts offered by Lessor.
- c. Cancellation for any reason after the minimum lease term shall constitute Termination of a rental project.
- d. Cancellation or Termination of a rental project for any reason shall require Lessee to return the Equipment to Lessor's premises at Lessee's expense, unless prior agreement was made in writing with Lessor as part of the project Quote or agreed to in writing with Lessor prior to Lessee giving notice of Cancellation or Termination of the contract. Lessee shall arrange for the Equipment to be picked up by a freight carrier within 3 business days and transported to a designated Lessor premises within 10 calendar days. Lessee shall provide documentation of Equipment pickup and tracking to Lessor. If equipment is not returned to Lessor in a timely manner, Lessor will arrange for return freight and Lessee will be responsible for all costs associated with returning the equipment to Lessor.

- e. In the case of Lessee payment default or Lessee failure to return Equipment, Lessee hereby agrees that it shall grant Lessor access to the Leased Equipment location and shall permit Lessor to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Lessor from any claim or right of action for trespass or damages caused by reason of such entry and removal.

3. Equipment Rental

- a. "Equipment" as referenced herein shall mean any piece of equipment provided to Lessee by the Lessor.
- b. "Quote or Quotes" is a Proposal for Rental of Equipment which Lessor will prepare from time to time as requested by Lessee.
- c. "Contract" is a Lessor Quote in which any portion of the quote results in an Equipment lease, rental period, or extension thereof to Lessee.
- d. The Lessee shall pay for rental of the Equipment for the rental period in accordance with the rates and terms stipulated in Lessor's Quote(s) which is/are incorporated and made a part of this Agreement. The Lessee shall pay for an operator's services in accordance with the rates and terms stipulated in the Quotes(s).
- e. Any extensions or cancellations of this Agreement must be agreed to by Lessor in writing and may affect the rental fees.

4. Inspection of Equipment

- a. Before the Equipment is loaded for transit to the Lessee; the Lessee may require an inspection thereof by a qualified inspector. If the Equipment is not in a satisfactory condition, the Lessor shall pay for the reasonable cost of such inspection.
- b. The Lessor shall have the right at any time, and from time to time, during normal business hours, to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection. Lessor shall give Lessee 24 hours notice before inspection.

5. Loading, Unloading, and Transportation

- a. The Lessee at his own expense shall be responsible for transporting the Equipment to the job site and shall remain responsible for the Equipment and any expenses incurred for shipping, loading, or unloading of the Equipment as well as any demurrage charges until the Equipment is unloaded upon return to Lessor's facility. If the Lessee is directed, in writing by the Lessor, to return the Equipment to a place other than the Lessor's facility, the Lessee shall do so, but shall only pay the shipping expenses up to but not beyond the amount which would have been required to return the Equipment to the Lessor's facility. If Lessee contracts Lessor to deliver the Equipment to Lessee's job site or to return the Equipment to Lessor's facility, then Lessor shall be responsible for the Equipment while it is in transit on Lessor's truck.
- b. The Equipment shall not be removed by the Lessee from the Project Site without the express written consent of Lessor.

- c. The party responsible for transportation shall also be responsible for full insurance of the Equipment during transportation.
6. Scope of Lease: As stated in Lessor's Quote(s).
7. Responsibilities of the Lessee
 - a. During the term of this Agreement or any extension hereof, Lessee shall be responsible for and pay the cost of all necessary repairs, maintenance and replacement of parts as required to correct any and all damage to the Equipment occurring during the Lease Term; provided, however, that any and all repairs shall only be made with the prior approval of Lessor. Any and all replacement parts used in performing any repairs shall be genuine replacement parts approved by Lessor. Lessee shall, at its own cost and expense, keep the equipment clean, in good repair, properly lubricated, properly housed, perform proper maintenance, and replace normal wear items.
 - b. Lessee shall only allow operators who have been trained and received certification or written permission by Lessor to use, operate, maintain, or repair the Equipment. Lessee shall at all times use the Equipment in a careful and prudent manner.
 - c. Lessee shall return the Equipment to Lessor in the same condition as received from Lessor with normal wear and tear. If returned equipment shows signs of abuse, neglect, excessive wear, or transportation damage, Lessee shall be responsible for repair charges of the same. Lessee is responsible for ensuring compatibility of process water with rental equipment coatings and materials of construction. Lessor makes no guarantee of compatibility nor fitness of equipment compatibility with Lessee's water streams nor chemicals which Lessee may use in conjunction with the equipment. Lessee will be charged up to the full replacement value of the equipment for damage to rental equipment due to chemical attack from process water which causes coating or material damage to the rental equipment. Chemical attack includes but is not limited to free hydrocarbons and chlorides.
 - d. Consumables (including media, filters, dewatering liners, membranes, etc.) and items excessively corroded by harsh process water are Lessee's responsibility, unless stipulated otherwise in Lessor's Quote(s).
 - e. Lessee shall provide Lessor with accurate and up-to-date water quality reports, including necessary measurements and data for the Equipment to reliably treat water if Lessor's Quote includes a project specific treated water guarantee. Should any additional equipment, field service, chemicals, etc. be required to treat water to different specifications than those given to Lessor, or as stated in Lessor's Quote, those costs and any associated damages and risks will be borne by the Lessee. Regardless of water quality, the Equipment will continue to be invoiced as stated in the Quote pricing terms and there will be no lapse in payment. If client would like to remove equipment from site due to inaccurate water quality data, early rental project termination will apply.
 - f. In connection with the delivery of the Equipment to the Project Site, Lessee shall sign an inventory listing emailed with the rental Equipment. Listing will include an itemizing of the equipment, spare parts, and accessories delivered. In the event Lessee fails to acknowledge receipt to the Lessor of the Equipment inventory list by return email or

fails to note any missing items within 24 hours of Equipment delivery to the Lessor for any reason but accepts delivery of the Equipment at the job site, then Lessee accepts the email inventory as fully accurate.

- g. Lessee shall provide all utilities, chemicals, lubricants, coolants, expendable parts, storage, dunnage, civil works, permits, and other items necessary during the rental period unless these items are specifically included in Lessor's Quote and purchased by Lessee.
- h. Lessee shall provide sufficient winterization equipment and other facilities to ensure the protection of the Equipment from frost, rain, snow, hail, or other weather-related impacts or damage, unless specifically noted otherwise agreed to.
- i. Lessee shall perform all normal maintenance necessary to keep the equipment in good running order.
- j. Lessee agrees to comply with all municipal, state, provincial, and federal laws relating to the operation, handling, and transporting of the Equipment and any byproducts thereof.
- k. The Equipment shall be fully cleaned prior to being returned and in an un-marred condition. Unless otherwise agreed to in writing by Lessor and Lessee, the rental period shall commence on the day the Equipment leaves the Lessor's facility and shall continue until the Equipment is decontaminated and returned to Lessor's facility clean, free of all foreign materials, liquid or solid, and without damage other than normal wear and tear. All rentals shall be on a day-to-day basis unless the parties specifically stipulate to the contrary.
- l. Lessee shall not make any modifications to the Equipment without the express written permission of Lessor.

8. Document Primacy

- a. This document addresses Rental of Equipment and is not a Master Service Agreement "MSA" and must be agreed to separately from any previously agreed to MSA.
- b. This Master Rental Agreement "MRA" supersedes all written, implied, or otherwise previously agreed to Master Rental Agreements between Lessor and Lessee.
- c. Portions of this document may be amended within Lessor's quote(s) on a case-by-case basis.

9. Payments

- a. Lessor shall invoice Lessee monthly for the use of the Equipment. All payments shall be made by Lessee to Lessor in U.S. Dollars.
- b. A security deposit to Lessor is required from Lessee to reserve Equipment, due immediately upon notification of a rental contract award from Lessee. Security deposit is due upon invoice, net 0, to secure equipment. The deposit is refunded in whole at the end of the Equipment lease period, providing Equipment is returned in good condition, with normal wear and tear, and cleaned in accordance with the requirements outlined in this Agreement. Lessee will be notified of any costs which may be deducted from the security deposit at the end of the rental period and given the opportunity to correct any issues before any charges are applied against the security deposit.
- c. Unless otherwise agreed to in Lessor's Quote, the initial rental invoice will be issued upon Equipment release from Lessor's premises and will include first and last month equipment rental fees. If freight or equipment set-up is in the project contract, said expenses will also be included in the initial invoice.
- d. The initial invoice will include the rental charges from the date upon which Equipment left the Lessor's premises through the end of the first billing rate term.
- e. All subsequent invoices will be issued on or before the 10th of every month and will cover the subsequent billing period(s) as applicable. The final invoice will be prorated from the beginning of the final rental billing term through the end of the rental contract.
- f. In the event an extension of the Equipment rental is requested by the Lessee, thirty (30) calendar days' notice is required. If an extension is not agreed to prior to the final billing rate term of a rental contract and Equipment is not returned in clean, in good condition, etc., all time calculations will be forward pro-rated at a weekly rate equal to one-half of the monthly rate, and a daily rate equal to one-half of the weekly rate.
- g. If Lessee terminates the Contract for convenience, Lessee shall pay the entirety of the contract, less 10%. If the contract has been extended past the original lease term on a month-to-month basis, the full month of charges is due for any portion of a month used and is not pro-rated.
- h. In the event that any payment is not received when due, interest shall accrue on the amount overdue at rate of 1.5% per month or 18% per year.
- i. Interest on unpaid balance shall be simple interest and shall accrue only on the unpaid principal balance due and owing. Interest shall accrue from the date a payment is due.
- j. Contract payment will be considered in default if payment due is in excess of sixty (60) days past original payment terms.
- k. Lessee shall communicate in writing to Lessor any invoice errors, discrepancies, or disputes within five (5) business days of the invoice date. If such communication is not so made, the invoice will be deemed to be approved and Lessee shall forever waive any error, discrepancy, or dispute of which it was aware or through due diligence could have become aware.

10. Ownership of Equipment

- a. Rental equipment is expressly not for sale during the Lease Term. Lessor shall remain the owner of the Equipment at all times. Lessee offers new equipment with a typical delivery period of 22 to 40 weeks depending on equipment model.
- b. In the case of Lessee payment default or Lessee failure to return Equipment, Lessee hereby agrees that it grants Lessor the right to access the Leased Equipment location, to enter onto the Project site, and shall permit Lessor to take possession of and remove the Equipment without resort to legal process, and hereby releases Lessor from any claim or right of action for trespass or damages caused by reason of such entry and removal. This grant of authority shall be irrevocable by Lessee until all the Equipment is returned to Lessor's premises.
- c. The Equipment is, and shall at all times remain, the property of the Lessor, and the Lessee shall have no right, title or interest therein, or thereto except the right of possession and use of the Equipment pursuant to the terms of this Agreement. Lessee shall not remove or deface any plate or marking on the Equipment identifying Lessor as the owner of the Equipment or the manufacturer's serial number. The Equipment is, and shall at all times remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any other personal or real property. The Lessee shall keep the Equipment free and clear of any and all levies, liens, security interest and encumbrances of any kind, and shall give the Lessor prompt notice of any attachment or judicial process affecting the Equipment.

11. Potential Freezing Conditions

- a. If equipment is to be operated in potentially freezing conditions, care is to be taken to ensure that equipment, consumables, and spares are not damaged. Lessee is responsible for freezing related damage.

12. Damage to Equipment

- a. The Lessee shall be liable to the Lessor for all loss or damage to the Equipment, while it is in possession of the Lessee, except as limited by the "Special Conditions" section of this Agreement. The Lessee shall advise the Lessor within seven (7) days of the receipt of the Equipment of any shortages or damage claim that it might have and unless such notice is given within such period such initial claim for shortage or damage occurring prior to operation of the Equipment shall be invalid and unenforceable.
- b. In the event of partial or total loss to the Equipment while in the possession of the Lessee, Lessee shall immediately notify Lessor of such. "Special Conditions" section of this Agreement will govern the repair of the damaged Equipment.
- c. Upon return of the Equipment and after inspection by the Lessor, the Lessee shall be liable and agrees to pay to the Lessor all loss or damage to the Equipment, except to the extent such loss or damage arises out of or is the direct or indirect result of the negligence or willful misconduct of Lessor. The rental period will be suspended until Lessor renders an invoice for the repair or replacement cost of the Equipment. Lessee agrees to pay, within thirty (30) days of receipt of invoice the repair or replacement cost

of the Equipment as established by Lessor, which the parties agree is the current fair replacement value of the Equipment. The rental period will recommence when Lessor renders the invoice for repair or replacement cost and shall continue until payment for repair or replacement is received by Lessor.

13. Special Conditions

- a. Notwithstanding any provisions contained herein to the contrary, if the Equipment should require repair for any reason whatsoever while in the possession of the Lessee, outside of those stated in "Damage to Equipment" section, Lessee may (a) elect to return the Equipment to Lessor and Lessor will replace the Equipment with comparable Equipment when available or (b) elect not to return the Equipment to Lessor, and Lessor shall provide a qualified technician to repair it. In the event the Lessor determines that the repairs (including those resulting from Lessee's abuse, improper maintenance, or the failure to perform required maintenance, or for any reason other than Lessor's negligence or willful misconduct or defect in the Equipment at time of delivery) are Lessee's responsibility, then the Lessee agrees to pay, within thirty (30) days from receipt of Lessor's invoice, for all applicable transportation costs, travel time, mileage, labor and parts required to both repair and/or replace the damaged Equipment.

14. Operators

- a. In the event that Lessor provides the services of an operator for the Equipment herein leased, Lessor shall be responsible for and maintain liability for any and all maintenance, operation, or repairs of Equipment, any inspections required, and any liability for damage to the Equipment, unless and except to the extent any such maintenance, operation or repairs, inspections, damage or similar responsibilities arise due to the negligence of Lessee or harsh process water conditions resulting in excessive corrosion or damage to Equipment. In the event of the negligence of the Lessee, Lessee shall maintain responsibility for the items hereinabove described. The terms of "Warranties" Section shall remain in full force and are in no way affected by the Lessor providing an operator for the Equipment.

15. Liability and Consequential Damages

- a. With the exception of "Special Conditions" and "Damage to Equipment" sections above, Lessor and Lessee shall not be liable to each other for the recovery of special, punitive, exemplary, liquidated, incidental, indirect, or consequential damages to include, but not be limited to, loss of profits or loss of revenue, loss of business, loss of opportunity, business interruption or down time, loss of capital or loss of use of capital, loss of product or production or delays in production, or government fines or penalties regardless of the cause thereof including, but not limited to the negligence, gross negligence, fault, strict liability, or willful misconduct of either party.

16. Authority of Agents

- a. The execution hereof by an agent of Lessee shall conclusively establish the authority of such agent to contract herein, unless Lessor receives written notification to the contrary prior to the loading of the Equipment for transit.

17. Insurance

- a. Lessee shall, at its own expense, maintain insurance coverage as follows:
 - i. Workman's compensation insurance and such other employee insurance as shall be required by applicable state and federal laws for each of Lessee's employees associated with the Equipment or the use thereof.
 - ii. Comprehensive general liability insurance with an aggregate total amount not less than \$1,000,000.00 and combined single occurrence limits for bodily injury and/or property damage not less than \$500,000.00. Lessor shall be given proof of said policy.
 - iii. Property damage and loss insurance for the Equipment for the complete replacement value (agreed value) of the Equipment at all times in which Lessee is 1) in possession of the equipment or 2) responsible for transportation of the equipment.
 - iv. Lessee shall provide Lessor with proof of such insurance prior to taking possession of the Equipment. Taking possession of the equipment may be either picking equipment up at Lessor's premises or receiving the equipment at Lessee's facility, as governed by the scope of the freight term in the Quote(s).

18. Waste and Hazards

- a. Lessee shall, Prior to leasing Equipment, inform Lessor of any special hazard risks involved in the excavation, processing and/or removal of the waste to be processed by the Equipment of which Lessee is aware or shall become aware.

19. Warranties

- a. Lessor warrants that the Equipment will be in good working order at the time of Equipment delivery to Lessee.
- b. Lessor makes no warranty or representation, expressed or implied, (including the implied warranty of merchantability and fitness) as to appropriateness of the Equipment for any task, or that the Equipment is appropriate for any given use to which Lessee may use the Equipment. Lessee recognizes, and agrees, that no guarantee, express or implied, is provided with regards to: Equipment's treated water quality, throughput rate, chemical consumption, consumables, spare part consumption, power consumption, and the like, unless specifically listed in Lessor's Quote(s).
- c. Lessor warrants the Equipment against defects in materials and workmanship at time of delivery to site. During the term of Lease, any defective parts will be supplied by Lessor at no charge to Lessee, FCA Lessor's point of shipment (or USA Domestic UCC-FOB point of shipment). During any period in which the equipment fails to function due to Lessor's defects in materials and workmanship, Lessee shall immediately notify Lessor. If such failure to function continues uncorrected for more than forty-five (45) calendar days after notification to Lessor's Project Manager, Lessee may, at its option, terminate the Lease upon written notice to Lessor, and return the Equipment to the Lessor's Premises,

Lessor retains ownership, and the rental contract will be considered terminated by Lessee.

- d. Process performance guarantees / process warranties, if offered, are only available as part of a project specific Quote from Lessor, duly issued by Lessor's authorized Process Engineer.

20. Indemnification

- a. To the extent permitted by law, Lessee shall indemnify and hold harmless Lessor its officers, employees, agents, and successors, against all claims, liabilities, losses, damages, and expenses, of every character and kind whatsoever, for property damage, bodily injury, sickness, and/or disease resulting in whole or part from the negligence or willful misconduct of Lessee.

21. Force Majeure

- a. Neither party shall be liable under this Agreement for delays or other non-performance (except for the payment of money for services already rendered) caused by any unusual occurrence beyond the party's reasonable control, including, but not limited to, war, fire, strikes, other labor troubles, unforeseeable breakage of equipment, accidents beyond the control of either party, acts of God, delays of common carriers, and unforeseeable actions of governmental authority, laws, rules and/or regulations.
- b. Lessee is hereby notified of yet unknown delays due to the COVID-19 pandemic as an ongoing Force Majeure Event. Project delays due to Force Majeure Event delays shall not accrue delay damages.

22. Legal Expenses

- a. The prevailing party in any dispute concerning the interpretation or enforcement of this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

23. Assignment

- a. Lessee shall not assign or transfer any interest in this Agreement without the prior consent in writing of the Lessor.

24. Taxes

- a. Lessor shall be responsible for the payment of the following taxes associated with the services to be performed:
 - i. Taxes directly associated with the employment of Lessor's employees, including but not limited to, employer's USA FICA contribution, USA Workman's Compensation Insurance, USA Unemployment Insurance, and United States Federal Unemployment Tax Act (FUTA).
 - ii. United States Local and Federal income taxes based on net profit to Lessor.
- b. Payment of any tax, fee, or other charge levied by a governmental authority by this Agreement shall be the responsibility of Lessee.

- c. The Lessee shall pay all license fees, registration fees, assessments, duties and taxes which may now or hereafter be imposed upon possession, lease or use of the Equipment, excepting only those based on the Lessor's net income or exempted by law. The Lessee shall promptly notify the Lessor of the receipt of any tax notices, tax reports or inquires or notices from taxing or other authorities concerning taxes, fees, or assessments.

25. Sales Tax

- a. The fees and lease rental payments provided for in this Agreement are exclusive of state sales taxes, Canadian provincial and national taxes, use taxes, gross receipt taxes, or other similar taxes, payments of which shall be the additional responsibility of Lessee.

26. Default

- a. In the event of a breach of this Lease, the Equipment shall, upon Lessor's demand, be returned to Lessor at Lessee's expense. Lessee hereby waives all further rights to possession of the Equipment.

27. Severability

- a. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable Laws or Regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof.

28. Changes, Modifications, Waivers, Etc.

- a. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Agreement shall be binding on a party only if such are in writing and signed by a duly authorized representative of such party. The failure of a party to enforce, at any time or for any period of time, any of the provisions of this Agreement shall not constitute a waiver of such provisions or of the right of such party to enforce each and every provision hereunder.

29. Notices:

All notices to be provided herein shall be provided as follows:

To Lessor: WesTech Engineering, LLC
 Attn: Rental Equipment Legal Department
 3665 South West Temple
 Salt Lake City, Utah 84115

This Agreement constitutes the entire Agreement between the Lessor and the Lessee, and supersedes any representations, warranties, or Agreements (written or oral) heretofore made or entered into between the parties relating to the Equipment. This Agreement shall be made under the laws of the State of Utah, USA, and shall for all purposes be construed and enforced in accordance with the laws of said State. By signing below, each Party warrants and represents that the person signing this Lease Agreement has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any company bylaws, covenants, and/or other restrictions placed upon them by their respective entity.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

WesTech Representative (Lessor)
WesTech Engineering, LLC

Date

Lessee Representative

Date



Project Manual

City of Winter Springs

**WEST WATER RECLAMATION FACILITY
TEMPORARY DISK FILTER RENTAL**

Bid No. ITB 05-21 JN

September 2021

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**INDEX
TO
PROJECT MANUAL
CITY OF WINTER SPRINGS
WEST WRF TEMPORARY DISK FILTER RENTAL
City Bid No. ITB 05-21 JN
September 2021**

DIVISION 0 BIDDING REQUIREMENTS AND CONDITIONS OF THE CONTRACT

00020 Advertisement for Bids	00020-1
00100 Instructions to Bidders	00100-1 – 00100-9
00300 Mandatory Bid Forms	00300-1 – 00300-15
00660 Notice of Selection Form	00660-1

APPENDICES

Appendix A: Scope of Work

SECTION 00020**ADVERTISEMENT FOR BIDS****INVITATION TO BID**

Bid Proposals are hereby solicited by the City of Winter Springs, Florida for:

WEST WRF TEMPORARY DISK FILTER RENTAL

Bid No. ITB 05-21 JN

Sealed Bids must be received by September 17, 2021 at 10:00 A.M. at the City of Winter Springs, City Hall, 1126 East S.R. 434, Winter Springs, FL 32708.

Bid opening will be immediately after at City of Winter Springs, City Hall, 1126 East S.R. 434, Winter Springs, FL 32708.

The Bidding Documents may be downloaded in pdf format from DemandStar and the City's website at the following link:

<https://www.winterspringsfl.org/rfps>

This project consists of the following as detailed in Appendix A:

1. Provide a temporary disk filter for a minimum of a six (6) month rental period, which may be extended at the City's option, mobilization of equipment to the site, demobilization from the site, spare parts, and maintenance of the disk filter.

All questions regarding the bid should be directed to Holly Queen, City Controller by e-mail to hqueen@winterspringsfl.org. The City of Winter Springs reserves the right to reject any or all bids, with or without cause, to waive technicalities and minor irregularities, or to accept the bids which, in its judgment best serves the interest of the City.

Table 1 - Procurement Schedule

NO.	ACTIVITY	DATE
1	Issue ITB	September 3, 2021
2	Last Date for City to Receive Questions on ITB	September 10, 2021
3	Last Date for City to Issue Addendum in Response to Questions	September 14, 2021
4	Proposal Submission Due Date & Bid Opening	September 17, 2021
5	Consideration and Selection of Bidder for Negotiations by City Commission	September 27, 2021
6	City Manager Negotiations and Execution of a Written Rental	TBD

	Agreement	
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END OF SECTION

SECTION 00100

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 Project Identification

- A. Bids are requested for providing a temporary disk filter for the West Water Reclamation Facility for the City of Winter Springs, hereinafter called the OWNER, to be provided in accordance with this Project Manual. The City intends to lease the temporary disk filter, satisfying the specifications included in Appendix A attached hereto, for a minimum period of six (6) months, which may be extended at the City's option. No maximum rental period is known, and bids shall provide the equipment rental rate on a month-to-month basis. Maintenance of the disk filter shall be provided by the bidder as necessary and at pre-determined service intervals as described in Appendix A at no additional cost to the OWNER.
- B. AS DESCRIBED FURTHER BELOW IN SECTION 1.06, SELECTION OF THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER BY THE CITY COMMISSION SHALL NOT RESULT IN THE FORMATION OF A CONTRACT. NO CONTRACT OR RENTAL AGREEMENT SHALL BE FORMED UNTIL FINAL APPROVAL OF SUCH RENTAL AGREEMENT BY THE CITY MANAGER AFTER NEGOTIATION OF SPECIFIC RENTAL AGREEMENT TERMS.

1.02 Bidding Documents**A. Definition**

Bidding Documents consist of this Project Manual.

B. Copies of Documents, including any Addenda issued prior to receipt of bids

Bidding Documents may be obtained in compliance with the Advertisement for Bids. The bidding documents are only available in pdf format and can be downloaded from DemandStar and the City website. No partial sets of the Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids. The OWNER will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. Questions

Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, may submit to the City Controller an e-mail request to hqueen@winterspringsfl.org for an interpretation or correction. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. All questions must be submitted, in writing, on or before **September 10, 2021, 5:00 P.M.**

D. Addenda

Addenda will be issued via DemandStar. All Addenda issued during the time of bidding shall form a part of the Project Manual, shall be covered in the Bid, and shall become a part of the Contract. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification. It shall be the Bidder's responsibility to ensure that they have received all Addenda prior to submitting a bid. The OWNER shall not be responsible for non-receipt or untimely receipt of Addenda due to acts of the delivering agency or any other source.

1.03 Examination of Documents and Inspection of Site

- A. Before submitting a Bid, Bidders shall carefully examine the Bidding Documents. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and that he understands the provisions of the Bidding Documents.

1.04 Bidding Procedure

A. Form of Bid

1. Each Bid shall be submitted on the Bid Form included as one of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Bid with spaces containing erasures or other changes, the person signing the Bid must initial changes, each erasure or change.
2. The Bidder must fill in all relevant blank spaces. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern. In Unit Price type Bids; the Bidder must furnish a Unit Price for all items, regardless of the quantity. In case of discrepancy between the Unit Price and the Total Amount, the Unit Price shall govern.
3. No conditional Bids will be accepted. Alternate Bids will not be

considered unless called for. Oral proposals or modifications will not be considered.

4. The Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

B. Submission of Bids

1. The Bid and any other documents required to be submitted with the Bid shall be enclosed in a **sealed** opaque envelope. This envelope shall be addressed to:

City of Winter Springs
Attn: Holly Queen
1126 East State Road 434
Winter Springs, FL 32708

The Front of Envelope must be marked **ITB #05-21 JN** and shall be identified with the Bidder's name and address.

2. Submit one (1) copy of the completed Bidding Documents.
3. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Advertisement for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened to the person or firm submitting the Bid.
4. The Bidder shall assume full responsibility for timely delivery of his Bid to the designated location.
5. PARTIES DESIRING TO RESPOND TO THIS ITB ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS ITB, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S CONTROLLER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE CONTROLLER. EXCEPT AS EXPRESSLY REQUIRED BY THIS ITB FOR

FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS ITB MADE TO MEMBERS OF THE CITY COMMISSION, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

C. Modification and Withdrawal

1. Bids may not be modified after submittal.
2. Bidders may withdraw Bids at any time prior to the Bid Opening time and date. Withdrawal requests shall be made in writing and must be received by the OWNER before the time and date stated or as amended for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid.
3. A Bidder who timely withdraws his Bid may submit a new Bid in the same manner as specified herein under "Submission of Bid". A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid Form.
4. If a Contract is not executed within 90 calendar days after opening of Bids, a Bidder may file a written request with the OWNER for the withdrawal of his Bid.

D. Proposal Disclosure; Florida Public Records Law

Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes et. seq. (the Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an ITB response and under any awarded contract shall be deemed to be public records subject to public inspection and/or copying at the end of the statutory exemption time period pursuant to Section 119.071, Florida Statutes. However, certain exemptions to the Public Records Law are statutorily provided for under sections 119.07 and 119.071, Florida Statutes, and other applicable laws. If the Respondent believes any of the information contained in its response is exempt from the Public Records Law, the Respondent must, in its response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City, or any of its duly authorized representatives, any books, documents, papers, and records of the Respondent which are directly pertinent to any contract awarded under this ITB for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes

final payment under the contract awarded under this ITB and all other pending matters are closed by the City.

All materials submitted in response to this ITB shall become property of the City. The City has the right to use any or all information/material submitted. Disqualification of a Respondent does not eliminate this right.

1.05 Consideration of Bids and Basis of Selection

A. Basis of Selection

1. Except in cases where the OWNER exercises the right to reject all Bids, the OWNER, as soon as practicable after Opening of Bids, will select the lowest responsive, responsible bidder for further contract negotiations.
2. The lowest Bid will be determined by comparison of the total amount of the bids as stated in writing on the Bid Form.

B. Evaluation of Responsiveness

1. The responsiveness of Bidders will be judged on the basis of the completeness of the Bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and shall include all items required by the Mandatory Bid Forms.
2. If, upon opening the Bid, any of the items required to be responsive are found to be missing or incomplete, the Bidder will be judged non-responsive, except that the City reserves the right to waive minor irregularities or technical errors.
3. The Bidder must sign bid proposals with his signature in full. When a firm is a Bidder, one or more of the partners shall sign the bid proposals in the name of the firm. When a corporation is a Bidder, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office, and affix the corporate seal.

C. Evaluation of Responsibility

1. To be judged responsible, the Bidder shall meet the following standards:
 - (a) Upon request, must demonstrate that he has adequate financial resources for performance, the necessary experience (including experience in mobilizing, demobilizing, and maintaining or servicing similar equipment), organization, technical qualifications, and facilities, or a firm commitment,

arrangement, or ability to obtain such (including proposed subcontracts).

- (b) Upon request, demonstrate a satisfactory record of integrity, judgment, and performance as a corporation (including its shareholders and officers), or as a sole proprietorship, including in particular, any prior performance upon contracts from the State and the OWNER. Any parties currently under litigation with the OWNER may be judged non-responsible.
- (c) Upon request, demonstrate an adequate financial management system and audit procedure, which provides efficient and effective accountability and control of all property, funds, and assets.

1.06 Notice of Selection

Upon the selection of the lowest responsive, responsible bidder by the City Commission, such bidder shall provide a draft rental agreement for the disk filters to the City for review with a minimum term of six (6) months and incorporating the Bid Amount and monthly rental rate submitted in the Bid Form. The City shall engage in negotiations with the lowest responsive, responsible bidder regarding the specific terms of the rental agreement. The selection by the City Commission shall not result in the formation of a contract. No contract shall be formed until final approval and execution of a written contract by the City Manager occurs, containing such terms as the City Manager determines are in the best interest of the City. Negotiations may be terminated at any time by the City Manager if, in his or her sole discretion, the City Manager determines that the negotiation of terms acceptable to the City will not be successful.

1.07 Bidder's Interest in More Than One Bid

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

1.08 Florida Statutes, Section 287.133(3)(a) - Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

1.09 Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If an award item is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Division and/or requesting Department/Division/Office for further review or otherwise does not act on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bid/proposers, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

1.13 Prohibition on Gifts to City Employees and Officials

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time;
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bid/proposals, RFP, and/or quotes; and,
- c. Immediate termination of any contract held by the individual and/or firm for cause.

1.14 Brand Names

BRAND NAMES: If items called for by this ITB have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined

by the City to meet fully the salient characteristic requirements listed in the specifications.

Unless the proposer clearly indicates in his bid that he is offering an “equal” product, the bid shall be considered as offering the same brand product referenced in the specification.

If the proposer proposes to furnish an “equal” product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the sole responsibility of the City and will be based on information furnished by the proposer. The applicable City Department is not responsible for locating or securing any information which is not identified in the bid. To ensure that sufficient information is available, the proposer shall furnish as a part of the bid any descriptive material necessary for the City to determine whether the product offered meets the specifications, to establish exactly what the proposer proposes to furnish and the City would be purchasing by making an award.

1.15 Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

1.16 E-Verify

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of a contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

END OF SECTION

SECTION 00300

MANDATORY BID FORMS

(Mandatory Forms must be submitted with the bid. Failure to submit forms may disqualify the proposer from the ITB.)

PART 1 GENERAL

1.01 Description

The following Bid is hereby made to the City of Winter Springs, hereafter called the OWNER. Bid is submitted by:

Legal Name (indicate whether sole proprietorship, partnership, or corporation):

Address:

Contact Name:

Contact Phone Number:

Contact E-Mail Address:

1.02 The Undersigned:

- A. Acknowledges receipt of:
 - 1. Project Manual for WEST WRF TEMPORARY DISK FILTER.
 - 2. Addenda:
 - Number _____, dated _____.
 - Number _____, dated _____.
- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.
- C. Agrees:

1. To hold this Bid open for **60** calendar days after the bid opening date.
2. To furnish the goods and/or services specified in this ITB at the prices quoted in my responsive bid and in compliance with the Bidding Documents.
3. To accept the provisions of the Instructions to Bidders.
4. To negotiate a contract with the OWNER incorporating the bid amounts, if selected on the basis of this Bid.
5. To receive a City Purchase Order issued by the OWNER at the submitted Bid Price.
6. To accomplish the work in accordance with the contract documents and this Project Manual.
7. To deliver the equipment as required by the specifications and as indicated in his proposal document.

D. Certifies:

1. That all information contained in this bid is truthful to the best of my knowledge and belief.
2. That I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing, and able to perform if awarded the bid.

1.03 Stipulated Amount

A. **Base Bid Price**

I will provide the equipment and services under this project for a minimum Six-Month Total Rental Amount (Monthly Rent multiplied by 6) of:

_____ Dollars (\$) _____) **and** a

One-Time Mobilization/Demobilization Amount of:.

_____ Dollars (\$) _____).

The Bidder hereby agrees to perform all work as required by this Project Manual for the following Unit Prices. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The OWNER, at his sole option and discretion, may choose to add or deduct from the unit prices set forth below. The Bidder shall be paid for actual quantities completed in accordance with the contract documents. The following is the order of precedence which will be used in case of conflicts within the Bid Submittal provided by each Bidder: Unit Price, Total Price, Total Base Bid (See attached Bid Form).

1.04 Bid Submittals

- A. Completed and signed bid price form and other Mandatory forms in this Section.
- B. I have attached all other Mandatory Forms in this Section.

1.05 Submittal

RESPECTFULLY SUBMITTED, signed and sealed this ____ day of _____, 2021.

Bidder

By:

Title

ATTEST: SECRETARY SEAL

BID TABULATION

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to performance of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits.

Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed. The detailed Schedule of Values shall be provided by the lowest responsible bidder and be included with their executed contract, as attached.

ITEM No.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Mobilization/Demobilization, plus, <ul style="list-style-type: none"> Travel and living expenses to have one personnel onsite up to 8 hours per day, two trips, up to 3 days each trip. Travel and living expenses to have one personnel onsite up to 8 hours per day for the last 2 days rental is onsite. 	1	LS		
2	Rental Equipment <ul style="list-style-type: none"> Disk filter Spares Service Program 	6	Month		
TOTAL =					
	As Needed Service beyond necessary repairs to the equipment and exceeding the minimum service intervals in Appendix A			Rate per Hour	
	Supervision/Project Manager <ul style="list-style-type: none"> Onsite & travel time beyond budgeted 	As Needed			To Be Determined
				Meals per diem travel & living expenses at cost +15%	
	Additional per month rental beyond 6 months (Rate may not exceed rate quoted for minimum 6 month term.)	As Needed			To Be Determined

TOTAL BID:

_____ DOLLARS

(In Words)

\$ _____

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

The company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or been engaged in business operations in Cuba or Syria.

The City shall provide notice, in writing, to the Contractor of any determination concerning a false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and

- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature)

(Printed Name and Title)

(Name of Vendor)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by _____ the _____ of _____, a _____ (___) who is personally known to me or (___) who produced _____ as identification.

Notary Public
Print Name: _____
My Commission expires: _____

NON-COLLUSION AND CONTINGENT FEES AFFADAVIT

State of Florida

County of _____, being first duly sworn, deposes and says that:

He / She is _____ of _____, the Proposer that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Bid or of any other Proposer, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Proposers, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Winter Springs or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owner’s employees, or parties in interest, including this affiant; and

The proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have not employed or retained any company or person, other than a bona fide employee working solely for the proposer to solicit or secure this agreement and that proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(Authorized Signature)

(Printed Name and Title)

(Name of Vendor)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by _____ the _____ of _____ a _____ (___) who is personally known to me or (___) who produced _____ as identification.

Notary Public

Print Name: _____

My Commission expires: _____

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program.

In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Company)

(Signature & Title)

CONFLICT OF INTEREST CERTIFICATION

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office in _____ and principal office in _____.
City and State City and State

The above-named entity is submitting an ITB for the City of Winter Springs described as:

City of Winter Springs

ITB # 05-21 JN

WEST WRF TEMPORARY DISK FILTER RENTAL

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

- a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.
- b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
- f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.

- g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Winter Springs.

(Authorized Signature)

Name of Business

Phone & Fax Number

(Printed Name and Title)

Business Mailing Address

City, State, Zip

CERTIFICATION A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

- a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

f. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:		Date:
Signature of Authorized Certifying Official:	Title:	

END OF SECTION

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SECTION 00660

NOTICE OF SELECTION FORM

TO:

PROJECT NAME: West Water Reclamation Facility Temporary Disk Filter Rental

The OWNER has considered the BID submitted by _____, for the above described WORK in response to the Advertisement for Bids dated _____, 2021 and Instructions to Bidders.

You are hereby notified that your BID has been selected for further negotiations of a rental agreement, incorporating the total bid of \$_____. Selection is subject to successful contract negotiations of terms acceptable to the City Manager.

You are required to return an acknowledged copy of this NOTICE OF SELECTION to the OWNER.

Dated this _____ day of _____, 2021.

OWNER:

By: _____
Jason Norberg

Title: Director of Public Works/Utilities

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF SELECTION is hereby acknowledged by _____ this the _____ day of _____, 2021.

By: _____

Title: _____

END OF SECTION

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Appendix A

Scope of Work

West WRF Temporary Disk Filter Rental

General

1. The Work is generally described as providing a disk filter for the filtration of treated effluent from a domestic wastewater treatment facility with secondary clarification.

Scope of Work

1. The selected VENDOR will provide a disk filter to the plant site located at 1000 W SR 434, Winter Springs, FL 32708.
2. Flow to the unit will be via gravity flow from the secondary clarifier.
3. Disk Filter details:
 - a. 10 Micron nominal filter screen pore size or smaller
 - b. Configuration to prevent unfiltered water from contaminating filtered water
 - c. Automated, integral backwash pump with filtered water supply (no separate water source required). Backwash not to exceed 85 gpm.
 - d. Integral control panel for fully automated operation
 - e. Connections (150 lb. flange):
 - i. Raw water inlet 20"
 - ii. Filtered water outlet 16"
 - iii. Backwash outlet 6"
 - f. Power requirement not to exceed 480 VAC/3 Phase/ 50 AMP.
4. Disk Filter Influent limits:
 - a. TSS <30 mg/l TSS, < 20 mg/l average
 - b. Oil & Grease < 5 mg/l
 - c. pH 6.5 – 8.5 S.U.
 - d. Particles 10 micron to ¼"
 - e. Temperature < 100 °F
 - f. Conductivity < 500 µS
 - g. LSI < 0.5
 - h. Influent Inlet pipe ≤ 3 ft/sec for a minimum 5' length
 - i. Flow < 2 MGD normal, < 1800 GPM peak
5. Disk Filter Effluent: ≤ 5 mg/l TSS
6. Spares shall be provided with the unit to help ensure reliable operation with minimum time out of service. Spares to be provided by Vendor and may be installed by operator to facilitate rapid return to service. Spares provided with delivery of unit (no additional cost to rental if under normal wear and tear while operating within design limits):
 - a. Minimum 2 panel/pieces
 - b. All seals
 - c. All Sprockets
 - d. Drum drive motor and gearbox
 - e. Backwash pump and motor

- f. Minimum 2 cleaning nozzles
 - g. PLC and I/O modules
 - h. Electrical components
 - i. Motor drives and/or VFDs
 - j. Pressure switches
 - k. Bearings and housings
 - l. Pulleys
 - m. Level switches
7. Vendor shall conduct routine service on the rental unit to help ensure continued reliable service. Service visits shall include at no additional cost:
 - a. Month 1 as part of mobilization
 - b. Month 2
 - c. Month 4
 - d. Month 6 as part of demobilization
 - e. Routine service to be conducted a minimum of every 2 months if rental is longer than 6 months.
 8. The following services shall be included in Bid Form Line Item 1 Mobilization/Demobilization bid amount:
 - a. Commissioning/Decommissioning –a representative onsite at the beginning of the project to assist and supervise interconnections, startup, commissioning, and staff training. Vendor shall include a representative onsite at the end of the project to conduct a chemical clean of the unit, tank cleanout, supervise removal of interconnects, etc.
 - b. Any pre delivery required work to prepare the unit for delivery and function as outlined, e.g. changing filter panels.
 - c. Transportation to and from the site.
 9. Vendor shall include, at no additional cost, phone support for technical assistance.
 10. Flows to the filter greater than the required performance listed above will be diverted to the existing traveling bridge filters for treatment. Any overflow ports are to be capped or plugged.

Items Provided by Others

1. Applicable permits.
2. Operator licenses.
3. Installation of the unit in the functional location including but not limited to civil, structural, earthwork, foundation, mechanical, electrical, rigging etc.
4. Electrical service to the single designated power supply point on the equipment.
5. Scaffolding, ladders, stairs, decking etc. for access, operations, and maintenance.
6. Service water for general wash down will be provided.
7. Chemicals other than the final chemical cleaning of the unit.

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Telephone hours Monday-Friday 9 a.m. - 6 p.m.

Deadlines
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 Tuesday 8 p.m. Wednesday
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 *Applies to all real estate classifications. No cancellations or changes after deadlines.

Legal Classified Deadlines
 Sunday 1 p.m. Thursday
 Monday 1 p.m. Friday
 Tuesday 1 p.m. Monday
 Wednesday 1 p.m. Tuesday
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 Ads can also be emailed to us using the addresses listed below. Please note they are listed by category of business. Or, you can place your ad online at orlandosentinel.com/advertise

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Adjustments and credits
 Check your ad for errors the last day. Orlando Sentinel will be responsible for the first incorrect insertion and no greater extent than the cost of space occupied by the error. The publisher assumes no financial responsibility for errors of classification.

Legal Notices

Transportation

Antique, Classic, Exotic, & Specialty
 We have a large selection of antique, classic, exotic, and specialty vehicles for sale. Call us today!

Autos Wanted
 We are looking for quality used cars and trucks. Call us for more information.

Cheap Stuff
 We have a wide variety of cheap goods for sale. Call us today!

FREE ADS
 Cheap stuff ads published every day on OrlandoSentinel.com.

FREE
 merchandise ads for less than \$100 and under by going online to OrlandoSentinel.com/Free

FREE
 merchandise ads for less than \$100 and under by going online to OrlandoSentinel.com/Free

HomeCare Cleaning
 We provide professional home care cleaning services. Call us today!

Recruitment & Job Fairs
 We are looking for qualified candidates for various positions. Call us today!

Hire Me
 We are looking for qualified candidates for various positions. Call us today!

Financial
 We provide financial services and advice. Call us today!

Businesses for Sale
 We have several businesses for sale. Call us today!

Garage Sales
 We have several garage sales. Call us today!

Orange County Southwest Garage Sales
 We have several garage sales. Call us today!

Orange County South Garage Sales
 We have several garage sales. Call us today!

Lake County South Garage Sales
 We have several garage sales. Call us today!

Advertisements for Bid
 The Board of Public Works of the City of Orlando is seeking bids for the following project: [Project Name].

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Public Hearing Notice
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 Classified & Advertising: classified@orlandosentinel.com
 Legal Classified: legalclassified@orlandosentinel.com
 Real Estate: realestate@orlandosentinel.com
 Transportation: transportation@orlandosentinel.com

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Trucks

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CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

West WRF Temporary Storage Tank and Emergency Pump, Vendor Selection and Award

SUMMARY

The West WRF is located in the western part of the City and provides wastewater treatment service and reclaimed water (RCW) to the City's RCW distribution system. During the cleaning and rehabilitation of treatment Unit #1, treatment Unit #2 will treat 100% of the flow coming into the facility. The treatment process is sensitive to changes and can become upset resulting in non public access RCW production. Onsite storage of non public access RCW is limited and the finite storage capacity can be exceeded in the event the treatment process becomes upset. The temporary system will capture non public access RCW that is compliant with FDEP regulations for discharge to the rapid infiltration basin (RIB). Temporary storage tanks will store the RIB quality water. The tanks will be piped between the transfer pumps and into the existing effluent pumps. The effluent pumps will discharge RIB quality water to the Dayron RIB site. The system will isolate RIB quality water from public access reclaimed water, keeping the two systems separate per FDEP requirements. The emergency pump is an FDEP required feature that will automatically pump non public access RCW to the onsite storage pond in the event the storage tanks become full. Installation of the temporary tanks and emergency pump will improve facility reliability and facilitate prevention of RCW service interruption.

Invitation to Bid (ITB) #06-21 JN for West Water Reclamation Facility Temporary Storage Tank and Emergency Pump was advertised on September 3, 2021 and bids received on September 17, 2021. The ITB outlined the equipment specifications and performance requirements. The prices are based on mobilization to the West WRF, demobilization from the West WRF, and a six (6) month rental with the option to rent the equipment longer if required. More than one storage tank will be required to provide the required volume of storage capacity. Approval is requested for up to five (5) storage tanks. Only the required number of storage tanks will be ordered. One bid was received as shown in the Bid Tabulation below:

VENDOR	MOB/DEMOB COST	MONTHLY COST	TOTAL COST
United Rentals, Inc.			
Storage Tank (per tank) ¹	\$2,200	\$1,534	\$11,404
Emergency Pump	\$13,300	\$3,312	\$33,172

1. Cost is for one (1) storage tank.

The ITB response is consistent with similar recently received quotes. Preparation for cleaning and construction of the treatment Unit #1 repairs is anticipated to begin in October with repairs completed by March 2021. The storage tanks and emergency pump will be delivered to the West WRF as soon as practical.

RECOMMENDATION

Staff recommends the City Commission award a contract to United Rentals, Inc. in the amount of \$57,020 plus a two month project contingency (\$15,340 per month) for a total of \$72,360 for the rental of up to five (5) temporary storage tanks and emergency pump. Additionally, authorization for the City Manager and City Attorney is requested to prepare and execute any and all applicable contract documents consistent with this Agenda item.

SECTION 00300

MANDATORY BID FORMS

(Mandatory Forms must be submitted with the bid. Failure to submit forms may disqualify the proposer from the ITB.)

PART 1 GENERAL

1.01 Description

The following Bid is hereby made to the City of Winter Springs, hereafter called the OWNER. Bid is submitted by:

Legal Name (indicate whether sole proprietorship, partnership, or corporation):

United Rentals Inc. (North America)

Address: 706 W Landstreet Rd Orlando, FL 32824

Contact Name: Zachary Stilp

Contact Phone Number: 704-617-6139

Contact E-Mail Address: zstilp@ur.com

1.02 The Undersigned:

- A. Acknowledges receipt of:
 - 1. Project Manual for WEST WRF TEMPORARY STORAGE TANK AND EMERGENCY PUMP.
 - 2. Addenda:
 - Number _____, dated _____.
 - Number _____, dated _____.
- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for **60** calendar days after the bid opening date.
2. To furnish the goods and/or services specified in this ITB at the prices quoted in my responsive bid and in compliance with the Bidding Documents.
3. To accept the provisions of the Instructions to Bidders.
4. To negotiate a contract with the OWNER incorporating the bid amounts, if selected on the basis of this Bid.
5. To receive a City Purchase Order issued by the OWNER at the submitted Bid Price.
6. To accomplish the work in accordance with the contract documents and this Project Manual.
7. To deliver the equipment as required by the specifications and as indicated in his proposal document.

D. Certifies:

1. That all information contained in this bid is truthful to the best of my knowledge and belief.
2. That I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing, and able to perform if awarded the bid.

1.03 Stipulated Amount

A. **Base Bid Price**

I will provide the storage tank equipment and services under this project for a minimum Six-Month Total Rental Amount (Monthly Rent multiplied by 6) of:

Nine Thousand Two Hundred and Four Dollars (\$ \$9,204) **and** a

One-Time storage tank Mobilization/Demobilization Amount of:.

Two Thousand Two Hundred Dollars (\$ \$2,200).

I will provide the emergency pump equipment and services under this project for a minimum Six-Month Total Rental Amount (Monthly Rent multiplied by 6) of:

Nineteen Thousand Eight Hundred Dollars (\$ 19,872) **and** a
and Seventy Two

One-Time emergency pump equipment Mobilization/Demobilization Amount of:.

Thirteen Thousand Three Hundred Dollars (\$ 13,300).

Note: Suction and Discharge Hoses will be purchased new instead of rented. That dollar value is included in this line item above.

The Bidder hereby agrees to perform all work as required by this Project Manual for the following Unit Prices. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The OWNER, at his sole option and discretion, may choose to add or deduct from the unit prices set forth below. The Bidder shall be paid for actual quantities completed in accordance with the contract documents. The following is the order of precedence which will be used in case of conflicts within the Bid Submittal provided by each Bidder: Unit Price, Total Price, Total Base Bid (See attached Bid Form).

1.04 Bid Submittals

- A. Completed and signed bid price form and other Mandatory forms in this Section.
- B. I have attached all other Mandatory Forms in this Section.

1.05 Submittal

RESPECTFULLY SUBMITTED, signed and sealed this 7th day of September, 2021.

Bidder

By: Zachary Stilp **Title** Territory Manager - Fluid Solutions



ATTEST: SECRETARY SEAL

BID TABULATION

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to performance of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits.

Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed. The detailed Schedule of Values shall be provided by the lowest responsible bidder and be included with their executed contract, as attached.

ITEM No.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
Storage Tanks					
1	Mobilization/Demobilization, per tank	1	LS	\$2,200	\$2,200
2	Tank Rental, per tank + Berm	6	Month	\$1,534	\$9,204
Emergency Pump with Accessories					
3	Mobilization/Demobilization	1	LS	\$13,300	\$13,300
4	Emergency Pump with Accessories	6	Month	\$3,312	\$19,872
TOTAL =					\$44,576
	Per tank, additional per month rental beyond 6 months (Rate may not exceed rate quoted for minimum 6 month term.)	As Needed		\$1,534	To Be Determined
	Emergency pump with accessories, additional per month rental beyond 6 months (Rate may not exceed rate quoted for minimum 6 month term.)	As Needed		\$3,312	To Be Determined

TOTAL BID:

Forty Four Thousand Five Hundred and Seventy-Six DOLLARS

(In Words)

\$ 44,576

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - 2. Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

The company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or been engaged in business operations in Cuba or Syria.

The City shall provide notice, in writing, to the Contractor of any determination concerning a false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and

- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

[Handwritten Signature]

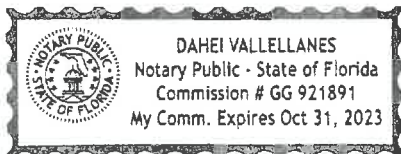
(Authorized Signature)

Zachary Stimp Territory Manager
(Printed Name and Title)

United Rentals Inc.
(Name of Vendor)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of September, 2021, by Zachary Stimp the Manager of United Rentals Inc - 68K, a FL Drivers License who is personally known to me or who produced FL Drivers License as identification.



[Handwritten Signature]

Notary Public

Print Name: Dahei Vallellanes

My Commission expires: Oct 31, 2023

NON-COLLUSION AND CONTINGENT FEES AFFADAVIT

State of Florida

County of Orange, being first duly sworn, deposes and says that:

He / She is Zachary Stip of United Rentals Inc., the Proposer that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Bid or of any other Proposer, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Proposers, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Winter Springs or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owner's employees, or parties in interest, including this affiant; and

The proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have not employed or retained any company or person, other than a bona fide employee working solely for the proposer to solicit or secure this agreement and that proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Zachary Stip
(Authorized Signature)
Zachary Stip Territory Manager
(Printed Name and Title)
United Rentals Inc.
(Name of Vendor)

STATE OF Florida
COUNTY OF Orange

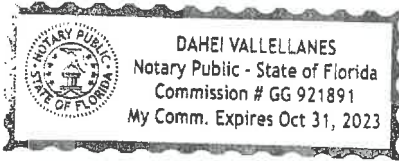
The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 7 day of September, 2021, by Zachary Stimp the Manager of United Rentals Ink - 68K, a FL Drivers License () who is personally known to me or () who produced _____ as identification.



Notary Public

Print Name: Dahei Vallellanes

My Commission expires: Oct 31 2023



DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program.

In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

United Rentals Inc.
(Company)

 Territory Manager
(Signature & Title)

CONFLICT OF INTEREST CERTIFICATION

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the Territory manager of United Rentals Inc. with a local office in Orlando, FL and principal office in Charlotte, NC.
City and State City and State

The above-named entity is submitting an ITB for the City of Winter Springs described as:

City of Winter Springs

ITB # 06-21 JN

WEST WRF TEMPORARY STORAGE TANK AND EMERGENCY PUMP RENTAL

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

- a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.
- b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.

- f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.

- g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Winter Springs.


(Authorized Signature)

Zachary Stip
(Printed Name and Title)

Territory Manager

United Rentals Inc
Name of Business

706 W. Landstreet Rd.
Orlando, FL 32824

Business Mailing Address

704 617 - 6139
Phone & Fax Number

Orlando, FL 32824
City, State, Zip

CERTIFICATION A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

- a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

- c. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
- e. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- f. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: <i>Zachary Stilo</i>	Date: <i>09/07/21</i>
Signature of Authorized Certifying Official: <i>Zachary Stilo</i>	Title: <i>Territory Manager</i>

END OF SECTION

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CONSENT AGENDA ITEM 306

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

West WRF Temporary Belt Press, Vendor Selection and Award

SUMMARY

The West WRF is located in the western part of the City and provides wastewater treatment service and reclaimed water to the City's reclaimed water distribution system. A temporary belt press is needed during rehabilitation of treatment Unit #1 to maintain mixed liquor inventory. During the cleaning and rehabilitation of treatment Unit #1, treatment Unit #2 will treat 100% of the flow coming into the facility. The treatment process is sensitive to changes in mixed liquor inventory and a high inventory can impact final effluent quality. The rental press will allow continual processing of solids and finer adjustments to the treatment process resulting in more reliability.

Invitation to Bid (ITB) #07-21 JN for West Water Reclamation Facility Temporary Belt Press was advertised on September 3, 2021 and bids received on September 17, 2021. The ITB outlined the equipment specifications and performance requirements. The prices are based on mobilization to the West WRF, demobilization from the West WRF, and a six (6) month rental with the option to rent the equipment longer if required. A total of three bids were received as shown in the Bid Tabulation below:

VENDOR	MOB/DEMOB COST	MONTHLY COST	TOTAL COST
Merrell Bros, Inc.	\$8,975	\$12,450	\$83,675
Charter Machine Company	\$16,500	\$19,500	\$133,500
Eagle Dynamic Solutions, LLC	\$28,000	\$17,675	\$134,050

Preparation for cleaning and construction of the treatment Unit #1 repairs is anticipated to begin in October with repairs completed by March 2022. The belt press will be delivered to the West WRF as soon as practical.

RECOMMENDATION

Staff recommends the City Commission award a contract to Merrell Bros, Inc. in the amount of \$83,675 plus a two month project contingency (\$12,450 per month) for a total of \$108,575 for the rental of a temporary belt press. Additionally, in the event an agreement with the first ranked proposer is unable to be completed, authorize the City Manager and City Attorney to negotiate with the second ranked proposer, which is Charter Machine Company. in the amount of \$133,500 plus a two month project contingency for a total of \$172,500. Finally, authorization for the City Manager and City Attorney is requested to prepare and execute any and all applicable contract documents consistent with this Agenda item.

SECTION 00300

MANDATORY BID FORMS

(Mandatory Forms must be submitted with the bid. Failure to submit forms may disqualify the proposer from the ITB.)

PART 1 GENERAL

1.01 Description

The following Bid is hereby made to the City of Winter Springs, hereafter called the OWNER. Bid is submitted by:

Legal Name (indicate whether sole proprietorship, partnership, or corporation):

Charter Machine Company (Corporation)

Address:

55 Wester Ave, Metuchen N.J. 08840

Contact Name:

Christopher Boyd

Contact Phone Number:

(732) 548-4400 (732) 425-7489 cell

Contact E-Mail Address:

chrisb@chartermachine.com

1.02 The Undersigned:

- A. Acknowledges receipt of:
 - 1. Project Manual for WEST WRF TEMPORARY BELT PRESS.
 - 2. Addenda:
 - Number 1, dated 9/13/21.
 - Number _____, dated _____.
- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.
- C. Agrees:

1. To hold this Bid open for 60 calendar days after the bid opening date.
2. To furnish the goods and/or services specified in this ITB at the prices quoted in my responsive bid and in compliance with the Bidding Documents.
3. To accept the provisions of the Instructions to Bidders.
4. To negotiate a contract with the OWNER incorporating the bid amounts, if selected on the basis of this Bid.
5. To receive a City Purchase Order issued by the OWNER at the submitted Bid Price.
6. To accomplish the work in accordance with the contract documents and this Project Manual.
7. To deliver the equipment as required by the specifications and as indicated in his proposal document.

D. Certifies:

1. That all information contained in this bid is truthful to the best of my knowledge and belief.
2. That I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing, and able to perform if awarded the bid.

1.03 Stipulated Amount

A. **Base Bid Price**

I will provide the belt press under this project for a minimum Six-Month Total Rental Amount (Monthly Rent multiplied by 6) of:

One hundred Seventeenthousand Dollars (\$ 117,000.⁰⁰) and a

One-Time belt press Mobilization/Demobilization Amount of:.

Sixteen thous and five hundred Dollars (\$ 16,500.⁰⁰).

The Bidder hereby agrees to perform all work as required by this Project Manual for the following Unit Prices. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The OWNER, at his sole option and discretion, may choose to add or deduct from the unit prices set forth below. The Bidder shall be paid for actual quantities completed in accordance with the contract documents. The following is the order of precedence which will be used in case of conflicts within the Bid Submittal provided by each Bidder: Unit Price, Total Price, Total Base Bid (See attached Bid Form).

1.04 Bid Submittals

- A. Completed and signed bid price form and other Mandatory forms in this Section.
- B. I have attached all other Mandatory Forms in this Section.

1.05 Submittal

RESPECTFULLY SUBMITTED, signed and sealed this 13th day of Sept, 2021.

Bidder

By: Walter Kuebler Title Vice President

ATTEST: SECRETARY SEAL

BID TABULATION

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to performance of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits.

Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed. The detailed Schedule of Values shall be provided by the lowest responsible bidder and be included with their executed contract, as attached.

ITEM No.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
Belt Press					
1	Mobilization/Demobilization	1	LS		16,500. ⁰⁰
2	Belt press, per month rental	6	Month	19,500. ⁰⁰	117,000. ⁰⁰
TOTAL =					133,500.⁰⁰
	Belt press, additional per month rental beyond 6 months (Rate may not exceed rate quoted for minimum 6 month term.)	As Needed		19,500. ⁰⁰	To Be Determined

TOTAL BID:

One hundred thirty three thousand and five hundred DOLLARS
(In Words)

\$ 133,500.⁰⁰

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - 2. Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

The company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or been engaged in business operations in Cuba or Syria.

The City shall provide notice, in writing, to the Contractor of any determination concerning a false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and

NON-COLLUSION AND CONTINGENT FEES AFFADAVIT

State of Florida
County of Seminole, being
first duly sworn, deposes and says that:

He / She is Vice President of Charter Machine Company the
Proposer that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other proposer, firm or person to submit a
collusive or sham Bid in connection with the contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other Proposer, firm or person to fix the price or prices in the attached Bid or of any other
Proposer, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any
other Proposers, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the City of Winter Springs or any person interested in the
proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its
agents, representatives, owner's employees, or parties in interest, including this affiant; and

The proposer nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, have not employed or retained any company or person,
other than a bona fide employee working solely for the proposer to solicit or secure this
agreement and that proposer has not paid or agreed to pay any person, company, corporation,
individual, or firm, other than a bona fide employee working solely for the proposer any fee,
commission, percentage, gift, or other consideration contingent upon or resulting from the award
or making of this agreement. For the breach or violation of this provision, the City shall have the
right to terminate the agreement without liability and, at its discretion, to deduct from the
contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or
consideration.

Walter Kuehnrich
(Authorized Signature)
Walter Kuehnrich V.P.
(Printed Name and Title)
Charter Machine Company
(Name of Vendor)

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program.

In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Charter Machine Company
(Company)

Walter Luehsh V.P.
(Signature & Title)

CONFLICT OF INTEREST CERTIFICATION

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the Vice President of Charter Machine Co with a local office in Metuchen, N.J. and principal office in Metuchen, N.J.
City and State City and State

The above-named entity is submitting an ITB for the City of Winter Springs described as:

City of Winter Springs

ITB # 07-21 JN

WEST WRF TEMPORARY BELT PRESS RENTAL

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

- a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.
- b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
- f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.

- g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Winter Springs.

Walter Kuehnrich

(Authorized Signature)

Walter Kuehnrich

(Printed Name and Title)

Charter Machine Company

Name of Business

55 Wester Ave

Business Mailing Address

(732) 548-4400 (732) 494-4596

Phone & Fax Number

Metuchen, N.J. 08840

City, State, Zip

CERTIFICATION A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

- a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

f. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: <i>Charter Machine Company</i>	Date: <i>9/13/21</i>
Signature of Authorized Certifying Official:	Title: <i>Vice President</i>

END OF SECTION

SECTION 00300

MANDATORY BID FORMS

(Mandatory Forms must be submitted with the bid. Failure to submit forms may disqualify the proposer from the ITB.)



PART 1 GENERAL

1.01 Description

The following Bid is hereby made to the City of Winter Springs, hereafter called the OWNER. Bid is submitted by:

Legal Name (indicate whether sole proprietorship, partnership, or corporation):

Eagle Dynamic Solutions LLC

Address:

5105 Pierce Court, Evans, GA 30809

Contact Name:

ANGELICA CONCEPCION

Contact Phone Number:

(706) 860-7737 ext. 110, (706) 956-5152

Contact E-Mail Address:

A.CONCEPCION@EAGLEDYNAMICSOLUTIONS.COM

1.02 The Undersigned:

- A. Acknowledges receipt of:
 - 1. Project Manual for WEST WRF TEMPORARY BELT PRESS.
 - 2. Addenda:
 - Number 1, dated 9/13.
 - Number _____, dated _____.
- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.
- C. Agrees:

1. To hold this Bid open for 60 calendar days after the bid opening date.
2. To furnish the goods and/or services specified in this ITB at the prices quoted in my responsive bid and in compliance with the Bidding Documents.
3. To accept the provisions of the Instructions to Bidders.
4. To negotiate a contract with the OWNER incorporating the bid amounts, if selected on the basis of this Bid.
5. To receive a City Purchase Order issued by the OWNER at the submitted Bid Price.
6. To accomplish the work in accordance with the contract documents and this Project Manual.
7. To deliver the equipment as required by the specifications and as indicated in his proposal document.

D. Certifies:

1. That all information contained in this bid is truthful to the best of my knowledge and belief.
2. That I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing, and able to perform if awarded the bid.

1.03 Stipulated Amount

A. **Base Bid Price**

I will provide the belt press under this project for a minimum Six-Month Total Rental Amount (Monthly Rent multiplied by 6) of:

ONE HUNDRED AND SIX THOUSAND FIFTY Dollars (\$ 106,050) **and** a

One-Time belt press Mobilization/Demobilization Amount of:.

TWENTY EIGHT THOUSAND Dollars (\$ 28,000).

The Bidder hereby agrees to perform all work as required by this Project Manual for the following Unit Prices. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The OWNER, at his sole option and discretion, may choose to add or deduct from the unit prices set forth below. The Bidder shall be paid for actual quantities completed in accordance with the contract documents. The following is the order of precedence which will be used in case of conflicts within the Bid Submittal provided by each Bidder: Unit Price, Total Price, Total Base Bid (See attached Bid Form).

1.04 Bid Submittals

BID TABULATION

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to performance of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits.

Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed. The detailed Schedule of Values shall be provided by the lowest responsible bidder and be included with their executed contract, as attached.

ITEM No.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
Belt Press					
1	Mobilization/Demobilization	1	LS	28,000	28,000
2	Belt press, per month rental	6	Month	17,675	106,050
TOTAL =					134,050
	Belt press, additional per month rental beyond 6 months (Rate may not exceed rate quoted for minimum 6 month term.)	As Needed		17,675	To Be Determined

TOTAL BID:

ONE HUNDRED THIRTY FOUR THOUSAND AND FIFTY DOLLARS
(In Words)

\$ 134,050

- A. Completed and signed bid price form and other Mandatory forms in this Section.
- B. I have attached all other Mandatory Forms in this Section.

1.05 Submittal

RESPECTFULLY SUBMITTED, signed and sealed this 15 day of Sept., 2021.

Bidder

By: MARVIN BROWN JR. Title PRESIDENT

ATTEST: SECRETARY SEAL

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - 2. Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

The company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or been engaged in business operations in Cuba or Syria.

The City shall provide notice, in writing, to the Contractor of any determination concerning a false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and

- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

Marvin F. Brown, Jr.

(Authorized Signature)

Marvin Brown Jr. President

(Printed Name and Title)

EAGLE DYNAMIC SOLUTIONS

(Name of Vendor)

STATE OF Georgia
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of September, 2021, by Marvin Brown Jr the President of Eagle Dynamic Solutions, a (X) who is personally known to me or who produced _____ as identification.

Lynn Felberg

Notary Public

Print Name: Lynn Felberg

My Commission expires: 12/6/23

Lynn R. Felberg
Notary Public
Columbia County, GEORGIA

NON-COLLUSION AND CONTINGENT FEES AFFADAVIT

State of Florida

County of Polk, being first duly sworn, deposes and says that:

He / She is MARVIN BROWN JR, PRESIDENT of EAGLE DYNAMIC SOLUTIONS the Proposer that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Bid or of any other Proposer, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Proposers, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Winter Springs or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owner's employees, or parties in interest, including this affiant; and

The proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have not employed or retained any company or person, other than a bona fide employee working solely for the proposer to solicit or secure this agreement and that proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Marvin E. Brown, Jr.
(Authorized Signature)
Marvin Brown Jr, President
(Printed Name and Title)
EAGLE DYNAMIC SOLUTIONS
(Name of Vendor)

STATE OF Georgia
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 15 day of September, 2021, by Marvin Brawn Jr. the President of Eagle Dynamic Solutions, a (X) who is personally known to me or () who produced _____ as identification.

Lynn Felberg

Notary Public

Print Name: Lynn Felberg

My Commission expires: 12/6/23

Lynn R. Felberg
Notary Public
Columbia County, GEORGIA

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program.

In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

EAGLE DYNAMIC SOLUTIONS
(Company)

Marvin F. Brown, Jr.
(Signature & Title)
Marvin Brown Jr., President

CONFLICT OF INTEREST CERTIFICATION

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the PRESIDENT of EAGLE DYNAMIC SOLUTIONS with a local office in MA and principal office in EVANS, GA.
City and State City and State

The above-named entity is submitting an ITB for the City of Winter Springs described as:

City of Winter Springs

ITB # 07-21 JN

WEST WRF TEMPORARY BELT PRESS RENTAL

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

- a. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.
- b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
- f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Winter Springs.

<u>Marvin E. Brown, Jr.</u>	<u>EAGLE DYNAMIC SOLUTIONS</u>	<u>(706) 860-7737</u>
(Authorized Signature)	Name of Business	Phone & Fax Number <u>(706) 219-8992</u>
<u>Marvin Brown Jr. President</u>	<u>5105 Pierce Ct.</u>	<u>Evans, GA, 30809</u>
(Printed Name and Title)	Business Mailing Address	City, State, Zip

CERTIFICATION A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

- a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

f. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: EAGLE DYNAMIC SOLUTIONS / Marvin Brown Jr.	Date: 9/15/21
Signature of Authorized Certifying Official: <i>Marvin E. Brown Jr.</i>	Title: President

END OF SECTION



15 September 2021

City of Winter Springs, FL - City Hall
ATTN: Holly Queen
1126 East S.R. 434
Winter Springs, FL 32708

Subject: Bid No. ITB 07-21 JN – West WRF Temporary Belt Press Rental

To whom it may concern:

Eagle Dynamic Solutions is pleased to submit a bid for the rental of a belt press to dewater biosolids from a domestic wastewater treatment facility. Eagle will provide a 2M trailer mounted belt press equipped with complete controls, hydraulics, a polymer feed system, a sludge feed pump, and a sludge cake conveyor capable of loading tractor trailers. Eagle will also provide 1 set of filter belts (on press) and a spare set of belts. This pricing is included in the monthly rental cost. Please see the below proposed pricing for the complete scope mentioned in the bid.

Please contact me at 706-955-5152 or aconcepcion@eagledynamicsolutions.com if you have any questions or if I can be of further assistance.

Sincerely,
Angelica Concepcion
Technical Sales Representative



Dredging



Separations



Beneficial Reuse
Raw Materials Sales



Materials Handling
In Plant Services



Transportation &
Recycling / Disposal



Eagle Dynamic Solutions to provide:

- (1) trailer mounted 2M belt press with press belts
- Conveyor to load a tractor trailer
- Technician to commission, train
- Spill containment
- Spare set of belts
- 8k lull or equivalent for setup / breakdown (available for EDS technician to use)

City of Winter Haven, FL to provide:

- Electrical supply & hook up: 480V 3 phase @ 100 amps
- Clean wash water supply: 100 gpm @ 80 psi
- Filtrate discharge acceptance
- Dewatered cake disposal
- Emulsion polymer
- Routine maintenance (cleaning, greasing, oil, etc.)

Rates

Mobilization, set up, break down, & demobilization.....\$28,000 lump sum

Monthly Rental

2M Belt Press
(6 month minimum rental).....\$15,675 per month

Conveyor
(6 month minimum rental).....\$2,000 per month

Total Monthly Rental.....\$17,675 per month

Additional set of belts after 1st set & spare set are used.....\$4,000 lump sum





Terms & Conditions

1. Pricing is effective for 90 days from date listed above.
2. Rental period is based on 24 hours per day, 30 days per month.
3. Executed lease agreement (attached)
4. Security deposit due prior to shipment of rental units.
5. Security deposit can be used to repair damaged equipment or applied to outstanding balance at the end of the project only after all other invoices have been paid and equipment has been deemed not damaged by EDS.
6. Rentals rates are FOB Evans, GA.
7. Technician rate based on 12 hours per day; includes wages, per diem, housing, and vehicle. Anticipate 1 day travel each way. To be invoiced weekly for charges.
8. Terms Net 30.
9. Mobilization and Demobilization includes transportation to & from project site. It does not include technician fee.
10. Technician rates do not reflect any prevailing wage rates.
11. All terms and conditions are based on equipment availability.
12. In the event equipment is returned to EDS and additional deconning is necessary, deconning will be charged at a rate of \$1,000 per day.
13. If payment is with a credit card, a 3.5% transaction fee applies to any credit card payments.



Dredging



Separations



Beneficial Reuse
Raw Materials Sales



Materials Handling
In Plant Services



Transportation &
Recycling / Disposal

SECTION 00300

MANDATORY BID FORMS

(Mandatory Forms must be submitted with the bid. Failure to submit forms may disqualify the proposer from the ITB.)

PART 1 GENERAL

1.01 Description

The following Bid is hereby made to the City of Winter Springs, hereafter called the OWNER. Bid is submitted by:

Legal Name (indicate whether sole proprietorship, partnership, or corporation):

MERRELL BROS. INC.

Address:

8811 WEST 500 NORTH KOKOMO, IN 46901

Contact Name:

DUSTIN SMITH

Contact Phone Number:

574-699-7782

Contact E-Mail Address:

dustin@merrellbros.com

1.02 The Undersigned:

- A. Acknowledges receipt of:
 - 1. Project Manual for WEST WRF TEMPORARY BELT PRESS.
 - 2. Addenda:
 - Number 1, dated 9/13/21.
 - Number _____, dated _____.
- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.
- C. Agrees:

1. To hold this Bid open for 60 calendar days after the bid opening date.
2. To furnish the goods and/or services specified in this ITB at the prices quoted in my responsive bid and in compliance with the Bidding Documents.
3. To accept the provisions of the Instructions to Bidders.
4. To negotiate a contract with the OWNER incorporating the bid amounts, if selected on the basis of this Bid.
5. To receive a City Purchase Order issued by the OWNER at the submitted Bid Price.
6. To accomplish the work in accordance with the contract documents and this Project Manual.
7. To deliver the equipment as required by the specifications and as indicated in his proposal document.

D. Certifies:

1. That all information contained in this bid is truthful to the best of my knowledge and belief.
2. That I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing, and able to perform if awarded the bid.

1.03 Stipulated Amount

A. **Base Bid Price**

I will provide the belt press under this project for a minimum Six-Month Total Rental Amount (Monthly Rent multiplied by 6) of:

SEVENTY FOUR THOUSAND SEVEN HUNDRED Dollars (\$ 74,700.00) and a

One-Time belt press Mobilization/Demobilization Amount of:

EIGHT THOUSAND NINE HUNDRED SEVENTY FIVE Dollars (\$ 8,975.00).

The Bidder hereby agrees to perform all work as required by this Project Manual for the following Unit Prices. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The OWNER, at his sole option and discretion, may choose to add or deduct from the unit prices set forth below. The Bidder shall be paid for actual quantities completed in accordance with the contract documents. The following is the order of precedence which will be used in case of conflicts within the Bid Submittal provided by each Bidder: Unit Price, Total Price, Total Base Bid (See attached Bid Form).

1.04 Bid Submittals

- A. Completed and signed bid price form and other Mandatory forms in this Section.
- B. I have attached all other Mandatory Forms in this Section.

1.05 Submittal

RESPECTFULLY SUBMITTED, signed and sealed this 17 day of SEPTEMBER, 2021.

Bidder

By:  Title CHIEF BUSINESS DEVELOPMENT OFFICER

ATTEST: SECRETARY SEAL



BID TABULATION

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to performance of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits.

Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed. The detailed Schedule of Values shall be provided by the lowest responsible bidder and be included with their executed contract, as attached.

ITEM No.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
Belt Press					
1	Mobilization/Demobilization	1	LS	\$8,975.00	\$8,975.00
2	Belt press, per month rental	6	Month	\$12,450.00	\$74,700.00
TOTAL =					\$83,675.00
	Belt press, additional per month rental beyond 6 months (Rate may not exceed rate quoted for minimum 6 month term.)	As Needed		\$12,450.00	To Be Determined

TOTAL BID:

EIGHTY THREE THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS
(In Words)

\$ 83,675.00

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

The company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or been engaged in business operations in Cuba or Syria.

The City shall provide notice, in writing, to the Contractor of any determination concerning a false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and

- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

[Handwritten Signature]

(Authorized Signature)

DUSTIN SMITH C.B.D.O.

(Printed Name and Title)

MERLELL BLOS. INC.

(Name of Vendor)

STATE OF INDIANA

COUNTY OF HOWARD

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 17th day of SEPTEMBER, 2021, by DUSTIN SMITH the CBDO of MERLELL BLOS INC a () who is personally known to me or () who produced _____ as identification.



[Handwritten Signature]

Notary Public

Print Name: LORI JACKSON

My Commission expires: 11/21/2026

NON-COLLUSION AND CONTINGENT FEES AFFADAVIT

State of Florida INDIANA
County of HOWARD, being
first duly sworn, deposes and says that:

He / She is CHIEF BUSINESS DEVELOPMENT OFFICER of MERLEN BROS., INC., the
Proposer that has submitted the attached Bid;

He / She is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other proposer, firm or person to submit a
collusive or sham Bid in connection with the contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other Proposer, firm or person to fix the price or prices in the attached Bid or of any other
Proposer, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any
other Proposers, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the City of Winter Springs or any person interested in the
proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its
agents, representatives, owner's employees, or parties in interest, including this affiant; and

The proposer nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, have not employed or retained any company or person,
other than a bona fide employee working solely for the proposer to solicit or secure this
agreement and that proposer has not paid or agreed to pay any person, company, corporation,
individual, or firm, other than a bona fide employee working solely for the proposer any fee,
commission, percentage, gift, or other consideration contingent upon or resulting from the award
or making of this agreement. For the breach or violation of this provision, the City shall have the
right to terminate the agreement without liability and, at its discretion, to deduct from the
contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or
consideration.



(Authorized Signature)

DUSTIN SMITH C.B.D.O.

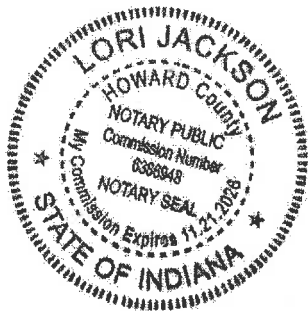
(Printed Name and Title)

MERLEN BROS. INC.

(Name of Vendor)

STATE OF INDIANA
COUNTY OF HOWARD

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 17th day of SEPTEMBER, 2021, by DUSTIN SMITH the C.B.D.O. of MERZEL BLOS. INC., a _____, () who is personally known to me or () who produced _____ as identification.



Lori Jackson
Notary Public

Print Name: LORI JACKSON

My Commission expires: 11/21/2026

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.


Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place program.

In order to have a drug-free workplace program, a business shall:


- a. Publish a statement notifying employees that the unlawful manufacture, distribution, Dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

MERELL BROS. INC.
(Company)

 COOO
(Signature & Title)

g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Winter Springs.

 _____ (Authorized Signature)	<u>MERKEL BROS. INC.</u> Name of Business	<u>574-699-7782, 574-699-7478</u> Phone & Fax Number
<u>DUSTY SMITH C.B.D.O.</u> (Printed Name and Title)	<u>8811 W. 500 N. Kokomo, IN</u> Business Mailing Address	<u>Kokomo, IN 46901</u> City, State, Zip

CERTIFICATION A: (Debarment, Suspension and other responsibility matters – Primary Covered Transactions)

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below;

- a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

c. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

f. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this

transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: (Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions)

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

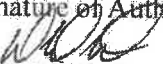
- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: <i>MEWEL BROS. INC.</i>		Date: <i>9/17/21</i>
Signature of Authorized Certifying Official: 		Title: <i>CHIEF BUSINESS DEVELOPMENT OFFICER</i>

END OF SECTION



PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

Final Millage Rate for Fiscal Year 2021-2022

SUMMARY

On September 13, 2021 the City Commission adopted a tentative operating millage rate of 2.4100 mills. Tonight the Commission will set the final operating millage rate which cannot exceed the tentative operating millage rate.

The decision to levy an operating millage rate of 2.4100 mills as opposed to the rolled-back rate of 2.3127 mills will result in additional ad valorem General Fund revenue of \$369,257 (net of statutory discount).

RECOMMENDATION

Staff recommends the City Commission adopt Resolution 2021-14, establishing the Final Operating Millage Rate for Fiscal Year 2021-2022 for the City of Winter Springs at 2.4100 mills which is 4.21% more than the rolled-back rate of 2.3127 mills.

A 'sample' motion which includes the necessary elements for statutory compliance is as follows:

I move to approve Resolution 2021-14 establishing the Final Fiscal Year 2021-2022 operating millage rate for the City of Winter Springs at 2.4100 mills and publicly announce that the final operating millage rate of 2.4100 mills is 4.21% greater than the computed rolled-back rate of 2.3127 mills.

RESOLUTION 2021-14

A RESOLUTION OF THE CITY COMMISSION OF WINTER SPRINGS, FLORIDA, ADOPTING THE FINAL OPERATING MILLAGE RATE FOR THE CITY OF WINTER SPRINGS FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022; ANNOUNCING THE PERCENTAGE BY WHICH THE FINAL OPERATING MILLAGE RATE IS MORE THAN THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of Winter Springs of Seminole County, Florida, on September 27, 2021, adopted Fiscal Year 2021-2022 Final Millage Rate following a public hearing as required by *Florida Statute 200.065*;

WHEREAS, the City Commission of Winter Springs of Seminole County, Florida, held a public hearing as required by *Florida Statute 200.065*;

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Seminole County has been certified by the Seminole County Property Appraiser to the City of Winter Springs on line 4 of the DR420 as \$2,867,838,505;

WHEREAS, the City Commission of Winter Springs desires to adopt the final operating millage rate and publicly announce the percent, if any, by which the final operating millage rate is more than or less than the rolled-back rate; and

WHEREAS, the City Commission of Winter Springs deems that this Resolution is in the best interest of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

Section 2. Final Millage. The City Commission adopts its final operating millage rate of 2.4100 mills for the fiscal year commencing October 1, 2021 and ending September 30, 2022.

Section 3. Rolled-back Rate. The final operating millage rate of 2.4100 mills is 4.21% more than the computed rolled-back rate of 2.3127 mills.

Section 4. Submissions. Within three (3) days of the date of this Resolution, the Finance Director shall forward the Resolution adopting the final millage rate to the Seminole County Property Appraiser and the Seminole County Tax Collector.

Section 5. Certification of Compliance. Within thirty (30) days of the date of this Resolution, the Finance Director shall certify compliance with Chapter 200, Florida Statutes by causing the Certification of Compliance, along with all necessary documentation, to be sent to the Property Tax Administration of the Department of Revenue.

Section 6. Repeal of Prior Inconsistent Resolutions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 8. Effective Date. This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida.

RESOLVED by the City Commission of the City of Winter Springs, Florida, in a public hearing assembled on this 27th day of September, 2021.

Kevin McCann, Mayor

ATTEST:

Christian Gowan, City Clerk

**Approved as to legal form and sufficiency for
The City of Winter Springs only:**

Anthony A. Garganese, City Attorney



PUBLIC HEARINGS AGENDA ITEM 401

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

Final Budget for Fiscal Year 2021-2022

SUMMARY

The Final Budget was prepared at the direction of the Commission using the operating millage rate of 2.4100 mills. The total expenditures in the final budget are \$54,507,270 which includes inter-fund transfers and is comprised of the following:

General Fund - \$18,736,477

Other Governmental Funds - \$15,065,478

Enterprise Funds - \$20,705,315.

The City-Wide Final Budget by fund type currently reflects the following appropriations to/(from) fund balance:

General Fund - \$0

Governmental Funds (exclusive of General Fund) - (\$7,619,907)

Enterprise Funds - (\$6,128,387)

There have not been any revisions subsequent to the Tentative Budget (September 13th Public Hearing 401). The Proposed, Tentative and Final Budgets are on the City's website at www.winterspringsfl.org/budget.

RECOMMENDATION

Staff recommends the Commission approve and adopt Resolution 2021-15, establishing the Final Budget for the Fiscal Year 2021-2022.

A 'sample' motion which includes the necessary elements for statutory compliance is as follows:

I move to approve Resolution 2021-15, establishing the Final Budget for the City of Winter Springs for the fiscal year commencing on October 1, 2021 and ending on September 30, 2022.

RESOLUTION 2021-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF WINTER SPRINGS FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Springs of Seminole County, Florida, on September 27, 2021, held a public hearing as required by *Florida Statute 200.065*;

WHEREAS, the City Commission of the City of Winter Springs desires to adopt the final budget; and

WHEREAS, the City Commission of the City of Winter Springs deems that this Resolution is in the best interest of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

Section 2. Final Budget. Having previously adopted a final millage rate for the City of Winter Springs for fiscal year 2021-2022 the City Commission adopts its final budget as may be amended for the fiscal year commencing October 1, 2021 and ending September 30, 2022 as presented at its regular meeting assembled on the date of this Resolution with all amendments, if any, adopted at that meeting.

Section 3. Approved Expenditures. The expenditures in the final budget are \$54,507,270 which includes inter-fund transfers and is comprised of the following: General Fund - \$18,736,477; Other Governmental Funds - \$15,065,478; and Enterprise Funds - \$20,705,315. The budget is based upon gross taxable value of \$2,867,838,505.

Section 4. Submissions. Within three (3) days of the date of this Resolution, the Finance Director shall forward the Resolution adopting the final millage rate to the Seminole County Property Appraiser and the Seminole County Tax Collector.

Section 5. Certification of Compliance. Within thirty (30) days of the date of this Resolution, the Finance Director will certify compliance with Chapter 200, Florida Statutes by causing the Certification of Compliance, along with all necessary documentation to be sent to the Property Tax Administration Program of the Department of Revenue.

Section 6. Repeal of Prior Inconsistent Resolutions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 8. Effective Date. This Resolution shall become effective immediately upon its adoption by the City Commission of the City of Winter Springs, Florida.

RESOLVED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on this 27th day of September 2021.

Kevin McCann, Mayor

ATTEST:

Christian Gowan, City Clerk

**Approved as to legal form and sufficiency
for The City of Winter Springs only:**

Anthony A. Garganese, City Attorney



REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

Appeal of the Petition for Lien Reduction or Release for the Estate of Mel D Hall 629 Alton Road

SUMMARY

At the August 9, 2021 Commission Meeting, Regular Agenda Item 503 was presented to the Commission requesting the Commission review the decision made on the Petition for Reduction or Release of Code Enforcement Lien submitted by Ms. Clifton on behalf of the estate of her brother, Mel D Hall.

On May 3, 2021 Ms. Clifton filed a petition for Reduction or Release of Code Enforcement Lien on behalf of her deceased brother's, property located at 629 Alton Road. Mr. Hall's property had fallen into disrepair. The Code Enforcement Board took up this issue at its meetings in August and September 2020. Mr. Hall was not present at either meeting. The Code Enforcement Board issued a fine of \$150 per day beginning September 15, 2020 until corrective actions were taken. After Mr. Hall's death on April 6, 2021, his sister and personal representative of his estate, Ms. Sherry Clifton, learned of the lien and addressed the items that were in need of repair.

At the August 9th meeting, she presented the cost of the repairs which totaled approximately \$1,500.00. She also sited her brother's failing health which lead to poor decisions and lack of responsiveness to the code violation citations, and the debt that her brother took out against the property. Her appeal is for a full release or at best, a significantly reduced fine acknowledging that staff has put time into this matter.

Recognizing that the probate process can take time and wanting more information to assess an make a fair decision, the Commission requested that Ms. Clifton be given time to gather the accounting related to her brother's property and to bring that information back to the Commission at a future date. This would provide the Commission with more facts to review her request and render a fair decision. Ms. Clifton has provided that summary of the debts incurred by her brother and is attached hereto.

RECOMMENDATION

Staff recommends that, in accordance with Section 2-61.5 of the City Code, the Commission consider the additional financial information submitted by Ms. Clifton and render a final decision.

Summary of Documents from Regular Agenda 503 August 9, 2021, Appeal of Lien Reduction 629 Alton Road

- Code Enforcement Case 2020CE0001564
- Petition for Reduction or Release of Code Enforcement Lien
- Response to Petition for Reduction or Release of Code Enforcement Lien
- Request to appeal the decision for a reduction of 10%



CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
TELEPHONE: (407) 327-1800
FACSIMILE: (407) 327-4753
WEBSITE: www.winterspringsfl.org

CODE ENFORCEMENT BOARD

THE CITY OF WINTER SPRINGS,

Case #2020CE0001564

Petitioner,

v.

MEL D HALL ,

Respondent,

ORDER IMPOSING FINE (FIRST VIOLATION)

THIS CAUSE having come on for consideration, after being duly noticed, before the Code Enforcement Board of the City of Winter Springs, Florida, on February 23, 2021 to determine whether the above-referenced Property is currently in compliance with the City of Winter Springs Code of Ordinances ("City Code"), and whether an order imposing fine (first violation) should be entered against Respondent.

The Board, having heard the arguments of the parties and the evidence presented, and having reviewed the record and being otherwise fully advised, issues the following Findings of Fact and Conclusions of Law incorporated into this Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board ("Board") finds:

1. That the property at issue in this matter is located at 629 Alton Road, Winter Springs, Florida, 32708 and is assigned the following Parcel ID#: 02-21-30-502-0A00-0050 ("Property"). The Property is owned by Mel D. Hall.
2. That the Respondent was provided a Notice of Hearing for the February 23, 2021 hearing, in accordance with Section 2-59, 2-60 and 2-61 of the City Code, consistent with sections 162.06 and 162.12, Florida Statutes, and was not present at the hearing.
3. That the Board previously heard matters relating to the City Code violations of the Property on August 25, 2020 at which time the Board issued its Findings of Fact, Conclusions of Law and Order (First Violation), finding the Respondent in violation of Sections 6-195 Maintenance of Fences, City Code; 302.7 Accessory Structures, IPCM; and 304.9 Overhang Extensions, IPCM, requiring the Respondent to take certain corrective action(s) by September 15, 2020, as more specifically set forth in that Order.

CITY OF WINTER SPRINGS, FLORIDA
 CODE ENFORCEMENT BOARD
 CASE NUMBER #2020CE001564
 FEBRUARY 23, 2021
 PAGE 2 OF 2

4. That Respondent either failed or refused to correct such violations by the date provided in the Board's prior Order, and, thus, continues to be in non-compliance with the City Code.

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS, IT IS HEREBY ORDERED:

1. That the Respondent pay to the City of Winter Springs a fine in the amount of **ONE HUNDRED AND FIFTY DOLLARS (\$150.00)** for each and every day the violation(s) existed and continue(s) to exist past the **15th day of September, 2020** which was the Board-ordered date for compliance. The daily fine shall continue to accrue until the Respondent reports compliance to the City, and, such compliance is confirmed by the Code Enforcement Officer. The City shall be entitled to recover all costs incurred in enforcing its codes and prosecuting the case before the Board and such costs may be included in the lien, in accordance with Chapter 162, Florida Statutes.

2. That the Clerk of the Code Enforcement Board is directed to record a certified copy of this Order Imposing Fine (First Violation) in the public records for Seminole County, Florida, which, pursuant to section 162.09(3), Florida Statutes, shall serve as a lien against the Property and any other real or personal property owned by the Respondent.

3. That any and all future recurrence(s) of any violation(s) addressed herein, after same have been corrected, shall necessitate further proceedings before the Code Enforcement Board without necessarily providing the Respondent a reasonable time to correct such violation(s) and that the Code Enforcement Board, upon finding such repeat violation(s) exist(s), shall impose a fine not to exceed Five-Hundred Dollars (\$500.00) per day for each repeat violation, beginning on the first day the repeat violation(s) is/are found to exist.

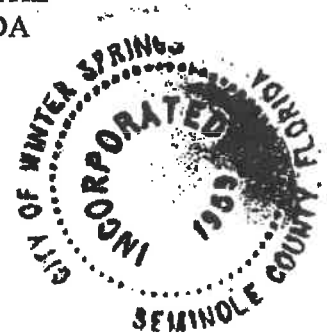
4. The Code Enforcement Board hereby reserves the right to take further necessary action against the Respondent to enforce this Order, in accordance with Section 162.09, Florida Statutes, and City Code.

DONE AND ORDERED at Winter Springs, Florida, this 1st day of March, 2021.

CODE ENFORCEMENT BOARD OF THE
 CITY OF WINTER SPRINGS, FLORIDA


 Maurice Kaprow, Vice-Chairperson

CERT MAIL 7017 2400 0000 4978 1372



Copies furnished to:

Mel D. Hall
 122 Bearss Circle
 Longwood, Florida 32750-4009

I hereby certify that a true and correct copy of the above and foregoing Order Imposing Fine (First Violation) has been furnished by certified mail to the Respondent on this 1st day of March, 2021.


 Christian Gowan, Board Secretary



CITY OF WINTER SPRINGS CODE ENFORCEMENT

300 North Moss Road
Winter Springs, Florida 32708
Phone: (407) 327-7975
www.winterspringsfl.org

Application For

PETITION FOR REDUCTION OR RELEASE OF CODE ENFORCEMENT LIEN

BEFORE this application may be processed, any and all code violations must have been brought into compliance. Please complete all information fields and mail application packet and the \$50 application fee to the address above.

1. CONTACT INFORMATION:

Applicant's Name: Mel D. Hall, Deceased		
Representative's Name (if different than Applicant): Sherry K. Clifton, Personal Rep.		
Mailing Address: 2134 Popo Ave.		
City: So Daytona	State: FL	Zip: 32119
Phone: 386-212-6876	E-Mail: sherryclifton@cliftonmanagement.com	

2. LIEN INFORMATION:

Lien Address: 629 Altan Rd.	Parcel ID#: 02-21-30-502-0A00 0050
Has the Applicant previously applied for lien reduction for this property? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If Yes, When? _____	
Owner of Lien Address when lien was placed: Mel D. Hall	
Current owner of Lien Address: Sherry K. Clifton, Personal Rep. (Sister)	
Current owner's relationship or affiliation with entity/person named in the lien: Personal Rep. (Sister)	
Other property located in the City of Winter Springs belonging to the current owner: No	

3. CASE INFORMATION:

Code Enforcement Case #: 2020CE001564
Date Found in Violation by Code Enforcement:
Date Ordered by the Code Enforcement Board to Come into Compliance:
Date property was found in compliance by Code Enforcement: 04/29/21 05-11-2021 @

4. REQUEST:

LIEN BOOK #	LIEN PAGE #	TOTAL LIEN AMOUNT	LIEN REDUCTION REQUEST	REDUCED BALANCE REQUESTED
		\$	\$	\$
Please attach a copy of the Order imposing a lien upon the property (must be included for your application to be considered)				

5. PLEASE STATE THE REASONS, IF ANY, COMPLIANCE WAS NOT OBTAINED PRIOR TO THE RECORDING OF THE ORDER IMPOSING THE FINE: (attach additional sheets if necessary)

Mel D Hall was 'incapacitated' for prior 3 years.

6. PLEASE STATE ANY FACTS THAT SHOULD BE CONSIDERED IN SUPPORT OF YOUR PETITION FOR CODE ENFORCEMENT LIEN REDUCTION OR RELEASE: (attach additional sheets if necessary)

As my brother, Mel D. Hall, has passed away on 4/6/21 the family requests the City's support for enforcement Lien Release.

We quickly acted to remedy issues pending in both City of Longwood (which are resolved) and City of Winter Springs in less than 3 weeks of his passing.

The screens for both pool & softie and fencing have been repaired/replaced. Additional improvements are in progress to improve the property & meet with the high standards of the City of Winter Springs.

Thank you for this consideration.

Checklist:

- APPLICATION COMPLETED IN ITS ENTIRETY
- APPLICATION PROPERLY NOTARIZED
- COPY OF LIEN ATTACHED
- \$50 APPLICATION FEE
- PHOTOS OF VIOLATIONS, PHOTOS OF COMPLIANCE

Under the penalty of perjury, the undersigned(s):

❖ Swears or affirms that the information provided in this Application - Petition for Reduction or Release of Code Enforcement Lien - is true and correct;

<i>Sherry K. Clifton</i> Applicant Signature	Sherry K Clifton Printed Name
---	----------------------------------

STATE OF FLORIDA
COUNTY OF SEMINOLE

Subscribed and sworn to before me this 29th day of April, 2021 who is personally known to me or has/have produced satisfactory photo identification.

Type of Photo Identification: _____

<i>Kathleen A. Marcley</i> Signature of Notary Public	KATHLEEN A. MARCLEY Printed Name of Notary
--	---

Notary Stamp



OFFICIAL USE	
Date Application Received: <i>04/30/2021</i>	Received By: <i>TRACHT</i>
Date Brought Into Compliance: <i>05/11/2021</i>	Compliance Verified By: <i>GUERRA / TRACHT</i>
Outstanding Lien Amount:	Lien Total Verified By:



CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
Telephone (407) 327-1800

June 10, 2021

Sherry Clifton
2134 Pope Avenue
South Daytona, Florida 32119

Re: Request for Reduction/Release of City Code Enforcement Board lien at 629 Alton Rd., Winter Springs, FL 32708 ("Subject Property")

Dear Ms. Clifton:

The City of Winter Springs is in receipt of your request, on behalf of Mel D. Hall (deceased), for a satisfaction or reduction of a lien imposed upon the Subject Property. Specifically, you have requested a satisfaction of that certain *Order Imposing Fine (First Violation)*, recorded on March 2, 2021 at Book 9859, Pages 1941-1942, in the Official Records of Seminole County, Florida ("**Lien**").

Pursuant to Section 2-61.5 of the Code of Ordinances of the City of Winter Springs, Florida ("**City Code**"), I am authorized to make a determination to reduce or release such lien, provided that the violation(s) which resulted in the referenced order imposing penalty has been brought into compliance, and further, that there are no additional violations upon the Subject Property. The City has confirmed that this is the case, and that the Subject Property is currently in compliance with the City Code.

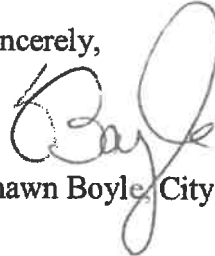
I have considered your application and, based on the factors set forth in Section 2-61.5(e) of the City Code, your application for a release of the Lien is hereby granted with respect to the Subject Property, upon fulfillment of the following condition(s):

1. A check made payable to the City of Winter Springs is submitted to the City in the amount of Thirty-One Thousand, Eight Hundred and Sixty Dollars and 00/100 (\$31,860.00), which is equal to a ten percent reduction of the collective total amount of the Lien. Payment must be remitted by August 10, 2021; please include the property address in the subject line of your check.
2. The full \$31,860.00 payment must be timely received in order for the Lien to be released.
3. Upon timely receipt of the \$31,860.00, the City verifies that the property remains in compliance with the City Code.

The failure of you to either make payment as conditioned herein, or timely appeal this decision, will result in the automatic denial of this lien reduction/release application and the original amount of the Lien, including costs, shall be automatically reinstated. Further, you shall thereafter be barred from applying for a subsequent reduction or release of lien for a period of one year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.

Please coordinate your payment with the City's Internal Control, Donna Bruno, who can be reached at (407) 327-6550 and dbruno@winterspringsfl.org.

Sincerely,

A handwritten signature in cursive script, appearing to read "Boyle".

Shawn Boyle, City Manager

SHERRY K. CLIFTON
2134 Pope Avenue, South Daytona, Florida
(386)212-6876

July 9, 2021

City Commission
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

RE: Request for Appeal/629 Alton Road, Winter Springs

Honorable City Commission:

I am in receipt of correspondence dated June 10, 2021 from Shawn Boyle, City Manager, for the City of Winter Springs, of which I signed for on or about July 2nd.

The reduction of \$3,500 has been duly noted. However, I do not believe I would be acting responsibly as the personal representative for this estate, which includes 2 sons and a grandson, to accept a \$31,860 fine to be paid on or before August 10, 2021. It should be noted the violations were for a broken fence gate, several small holes in a pool screen, and replacement of 2 soffit vent screens totaling less than \$1,500. Of which the estate (myself) had completed all repairs within 30 days following my brother's death. The estate also paid taxes, made additional repairs, as well as just recently contracted for a new roof (enclosed contract.), and retained a professional management company to obtain a proper lease with the current family. Improvements to the property will continue.

All parties experienced great financial losses in 2020 due to the mandatory COVID shut downs. My brother was included in same as the owner of a small maintenance business. His health deteriorated as quickly as his finances. He took out second mortgage(s), credit card debt, etc., just to get by.

At this point, the only option received is to request the Honorable City Commissions' review same and consider an amount due that the estate can manage to resolve this matter (the estate is prepared to pay \$3,500 at this time). To reiterate, this reduction is not for the benefit of myself but rather for the young 2 sons and grandson whom will never receive an additional monetary amount from their father to assist with their families or future(s) which is whom I am speaking on behalf of.

Thank you for your anticipated consideration in this matter.

Sincerely,

Sherry K. Clifton
Sherry K. Clifton,

Appointed Personal Representative

Estate of Mel D. Hall



REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

Appeal of a Lien Reduction/Release Denial for 3271 N US HWY 17-92, Longwood, FL 32750 RaceTrac Store #2344

SUMMARY

Regarding Code Enforcement Case #2016CE000876 and pursuant to Section 2-61.5(j) of the Code of Ordinances of the City of Winter Springs, Staff requests that the Commission consider Ms. Lori Swank's, Senior Litigation Paralegal, appeal of the denial of the Petition for Lien Reduction or Release submitted by Mr. Brian Thornton on behalf of RaceTrac, Petroleum, Inc., located at 3271 N US HWY 17-92, Longwood, FL 32750 on May 19, 2021.

The following is a summary timeline:

- October 26, 2012 RaceTrac acquired the property at 3271 N US HWY 17-92 (formerly a Hess Station).
- March 29, 2016 a Notice of Code Violation was sent to the owner via certified mail to 500 East Broward Blvd #2300, Ft. Lauderdale, FL and was returned undeliverable on April 5, 2016.
- On May 11, 2016 a Notice of Code Violation was posted at the property. The City removed the tires which were deemed to be a public safety and health nuisance. The owner was given 15 days to appeal.
- June 14, 2016, the notice of a Code Board Hearing was sent to the owner at the same address previously noted and was signed as received on June 16, 2016.
- June 28, 2016, Item 504, Public Hearing of the Code Enforcement Board Case #2016CE000876 came before the Code Enforcement Board. The Respondent was found to be in violation and given until July 19th 2016 to correct the violations. The respondent was not present.
- August 9, 2016 an Affidavit of Non-Compliance was issued.
- August 23, 2016, Item 600, Public Hearing of the Code Enforcement Board, Case #2016CE000876 came before the Code Enforcement Board. The property was found to be non-compliant and a fine of \$250 per day was imposed and a lien filed. The Respondent was not present.

After its purchase of the site at 3271 N US HWY 17-92, RaceTrac redeveloped the old Hess site with substantial completion presented to the Commission on 6/11/2018 Item 308. Code Enforcement found the violations at this site to have been remedied on March 6, 2018 at which point the lien amount totaled \$148,250.

On May 19, 2021, Mr. Brian Thornton, on behalf of RaceTrac Petroleum, Inc., submitted a Petition for Reduction or Release of Code Enforcement Lien. The Petitioner sites RaceTrac was not aware of the lien until a title search in connection with a loan revealed the lien. It did not receive notice as the original violation was mailed to its tax consultant in Fort Lauderdale, FL and not the Corporate Office in Atlanta, GA, nor was the notice of violations served through its Registered Agent. Additionally, the Company believes it is a good business partner and neighbor in the community.

The Petition was reviewed by Deputy Chief Tracht. Staff has also consulted with Senior Attorney Jennifer Nix. Recommendations were submitted to the City Manager. The request was denied based upon the following factors:

- RaceTrac (the Applicant) was responsible for the violations
- The length of time for the property to come into compliance (2 years).
- The lien amount is less than 7.5% of the property value.

City Code Section 2-61.5(i) provides for an appeal of the City Manager's decision. On behalf of RaceTrac Petroleum Inc., Ms. Lori Swank, Senior Litigation Paralegal has submitted an appeal on August 20, 2021.

RECOMMENDATION

Staff recommends that, in accordance with Section 2-61.5(i) of the City Code, the Commission uphold the City's Managers decision to deny the petition request.

Donna Bruno

From: Lori Swank <lswank@racetrac.com>
Sent: Friday, August 20, 2021 10:44 AM
To: Christian Gowan; Tristin Motter
Cc: Donna Bruno
Subject: APPEAL OF LIEN REDUCTION APPLICATION DECISION- RT 2344 LOCATED AT 3271 NORTH U.S. HIGHWAY 17-92, LONGWOOD, FLORIDA 32750

EXTERNAL EMAIL:

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

RaceTrac is in receipt of the letter dated July 22, 2021, denying RaceTrac's request to reduce the lien amount totaling \$148,762.00 in connection with our store 2344 located 3271 North U.S. Highway 17-92, Longwood, Florida 32750.

With that said, this e-mail serves an appeal of the City's decision to deny the Company's application to reduce the lien for this property.

The Company became aware that a lien in the amount of \$148,762.00 was placed on this property in April of this year as a result of a title search conducted in connection with a real estate transaction. As previously stated, the Company never received any notices from either law enforcement, or the Code Enforcement Department that this property was out of compliance. Furthermore, the notices regarding the violation for this property were forwarded to the Company's tax service provider, Ryan LLC. Consequently, Ryan LLC never notified the Company that there was a violation, and the hearings scheduled in connection with the violation. As a result, the Company was never given an opportunity to address and correct the issues at this location that were out of compliance as well as the opportunity to attend any of the hearings scheduled to address these issues.

It is the Company's understanding that this property came into compliance in March of 2018, and is still in compliance as of today's date. RaceTrac is one of the largest convenience store chains in the southeast, and serves many cities around the state of Florida. Our RaceTrac store 2344 located at 3271 North U.S. Highway 17-92, Longwood, Florida is a very busy store and serves a great number of guests in the Winter Springs, Florida area. RaceTrac provides the community with a number of goods and services and always strives to be a good community and business partner in the communities in which it serves. Consequently, RaceTrac respectfully requests another review of this application to have this lien waived, or at best reduced.

Best,

Lori Swank

RaceTrac Petroleum, Inc. – Senior Litigation Paralegal

200 Galleria Parkway

Suite 900

Atlanta, GA 30339

770-431-7600 extension 1266



CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
Telephone (407) 327-1800

July 22, 2021

RaceTrac Petroleum, Inc.
Attention: Brian Thornton
200 Galleria Parkway, Suite 900
Atlanta, GA 30339

Re: Request for Reduction/Release of City Code Enforcement Board lien at 3271 North U.S. Highway 17-92, Longwood, FL, 32750 ("Subject Property"); Owner: RaceTrac Petroleum, Inc. ("RaceTrac")

Dear Mr. Thornton:

The City of Winter Springs is in receipt of your request, on behalf of RaceTrac, for a satisfaction or reduction of a lien imposed upon the Subject Property, which is owned by RaceTrac. Specifically, you have requested reduction of the following lien:

- *Order Imposing Fine (First Violation)*, (Case 2016CE000876), recorded on September 2, 2016 at Book 8761, Pages 584-585, in the Official Records of Seminole County, Florida (the "Lien").

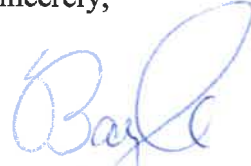
The City has confirmed that the Subject Property is currently in compliance with the City Code. However, your application for a reduction and release of the Lien with respect to the Subject Property is hereby denied. Pursuant to Section 2-61.5 of the Code of Ordinances of the City of Winter Springs, Florida ("City Code"), I have considered your application and, made a determination based on several factors set forth in Section 2-61.5(e) as follows:

- RaceTrac Petroleum, Inc (the applicant) was responsible for the violation which caused the lien.
- The time in which it took the applicant to bring the property into compliance was approximately 2 years,
- The accrued amount of the lien of \$148,250 as compared to the current market value of the property exceeds \$2MM which does not seem excessive, and has remained outstanding for more than 3 years.

In accordance with Section 2-61.5(h) of the City Code, RaceTrac is hereby barred from applying for a subsequent reduction or release of lien for a period of one year. During the one-year period, the Lien may only be satisfied and released upon full payment of the fine or penalty imposed. Please coordinate payment of the Lien with City staff Donna Bruno who can be reached at (407) 327-6550 and dbruno@winterspringsfl.org.

An appeal of this determination must be timely filed with the city clerk, within 30 days of the date of this determination, and must include all necessary information as provided and further described in Section 2-61.5(i) of the City Code.


Sincerely,

A handwritten signature in blue ink, appearing to read "Boyle", is positioned above the typed name and title.

Shawn Boyle
City Manager

WINTER SPRINGS POLICE DEPARTMENT

M E M O R A N D U M

TO: Shawn Boyle, City Manager
FROM: Matthew Tracht, Deputy Chief 
DATE: Tuesday, June 08, 2021
SUBJECT: Lien Reduction - 3271 N Highway 17-92, 22-20-30-300-0290-0000
REF #: DC 2021-02

I have reviewed the application for lien reduction in this case and spoke with Code Officer Guerra who handled this case. This lien stems from violations of both city ordinances and International Property Maintenance Codes dating back to March 28, 2016.

This location is currently the RaceTrac gas station located at the corner of SR 419 & US Highway 17-92.

These violations were heard by the Code Board and later taken for non-compliance. The Board found the owner in non-compliance and imposed a fine of \$250.00 per day for every day the violations occurred past July 19, 2016. The property came into compliance on March 6, 2018.

During this time, the property incurred fines for 593 days at \$250.00 per day. 3271 N Highway 17-92 (RaceTrac) incurred a lien amount of \$148,250.

Site representative Brian Thornton has requested a complete reduction of the lien amount. Sould the city decide to entertain a reduction, this office would back a reduction of 10% of the original lien owed the city, making the total lien \$133,425. Supporting documentation is attached to this application.

Please let me know if I can help further.



**CITY OF WINTER SPRINGS
CODE ENFORCEMENT**
300 North Moss Road
Winter Springs, Florida
32708
Phone: (407) 327-7975
www.winterspringsfl.org

Application For

PETITION FOR REDUCTION OR RELEASE OF CODE ENFORCEMENT LIEN

BEFORE this application may be processed, any and all code violations must have been brought into compliance. Please complete all information fields and mail application packet and the \$50 application fee to the address above.

1. CONTACT INFORMATION:

Applicant's Name: RaceTrac Petroleum, Inc.		
Representative's Name (if different than Applicant) :Brian Thornton		
Mailing Address: 200 Galleria Parkway, Suite 900		
City: Atlanta	State : GA	Zip: 30339
Phone: (770) 431-7600, extension 1266	E:Mail:	lswank@racetrac.com

2. LIEN INFORMATION:

Lien Address: 3271 N. Highway 17-92, Winter Springs, FL	Parcel ID#: 22-20-30-300-0290-0000
Has the Applicant previously applied for lien reduction for this property? YES No: x If Yes, When?	
Owner of Lien Address when lien was placed: RaceTrac Petroleum, Inc.	
Current owner of Lien Address is: RaceTrac Petroleum, Inc.	
Current owner's relationship or affiliation with entity/person named in the lien: one and the same entity	
Other property located in the City of Winter Springs belonging to the current owner:	n/a

3. CASE INFORMATION:

Code Enforcement Case #: 2016-CE000876
Date Found in Violation by Code Enforcement:
Date Ordered by the Code Enforcement Board to Come into Compliance:
Date property was found in compliance by Code Enforcement: March 6, 2018

4. REQUEST:

LIEN BOOK #	LIEN PAGE #	TOTAL LIEN AMOUNT	LIEN REDUCTION REQUEST	REDUCED BALANCE REQUESTED
8761	584-585	\$ 148,762.00	\$ 148,762.00	\$ 148,762.00
Please attach a copy of the Order imposing the lien upon the property{must be included for your application to be considered}				

5. PLEASE STATE THE REASONS, IF ANY, COMPLIANCE WAS NOT OBTAINED PRIOR TO THE RECORDING OF THE ORDER IMPOSING THE FINE: {attach additional sheets if necessary}

In connection with this case number concerning the property located at 3271 North US Highway 17-92 located in Winter Springs, Florida, it is the Company's understanding that the violation was presented at the Public hearing to the Code Enforcement Board on or about June 28, 2016. The same information was presented at the non-compliance hearing on August 23, 2016. Consequently, as a result of non-payment there was a lien placed on this property which at the present time totals \$148,762.00. It is the Company's understanding, that this property came into compliance in March of 2018.

In April of this year, as a result of a title search in connection with a loan involving the property at this address, the Company was made aware that there is a lien attached to this property address, and that the amount due to release the lien is \$148,762.00. Once the Company was made aware of the lien and payment due, it conducted a thorough investigation. The results of the Company's investigation showed that it never received any official notices at its Corporate Office located in Atlanta, Georgia from either the police department, or the Code Enforcement Department. Also, the Company was never served through its registered agent any notices regarding the violation and/or any hearings regarding the violation. At this point, if the Company had received timely notification it would have had the opportunity to pay the fine, and resolve any issues. Furthermore, our investigation showed that the notices regarding this violation and the hearings associated with this violation were sent to an entity listed as Ryan LLC located at 500 E. Broward, Boulevard in Fort Lauderdale, Florida. Ryan LLC is the Company's tax service provider. Consequently, the Company never received any documentation from Ryan LLC in connection with this violation, and ultimately the lien.

As a result, the Company respectfully requests a reduction of the entire amount of the lien totaling \$148,762.00 in connection with this matter. Furthermore, if there is any other action that the Company needs to take to reduce the lien, we will be more than happy to cooperate in any way necessary as the Company values being a good business partner, and neighbor in the communities in which it provides goods to the general public.

6. PLEASE STATE ANY FACTS THAT SHOULD BE CONSIDERED IN SUPPORT OF YOUR PETITION FOR CODE ENFORCEMENT LIEN REDUCTION OR RELEASE: {attach additional sheets if necessary}

Please see RaceTrac's statement above.

Checklist:

- X Application completed in its entirety
- X Application properly notarized
- X Copy of lien attached
- X \$50.00 application fee

Under the penalty of perjury, the undersigned(s):

Swears or affirms that the information provided in this Application - Petition for Reduction or Release of Code Enforcement Lien - is true and correct;

Brian Thornton
Applicant Signature

Brian Thornton
Printed Name

STATE OF FLORIDA Georgia COUNTY OF BROWARD
City: Coral Gables

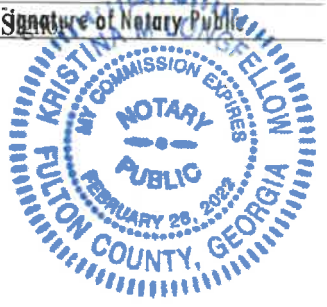
Subscribed and sworn to before me this _____ day of _____, 2021, who is
personally known to me or has/have produced satisfactory photo identification.

Type of Photo Identification: _____

Kristina M. Longfellow
Signature of Notary Public

Kristina M. Longfellow

Printed Name of Notary



Notary Stamp

Date Application Received:	Received By:
Date Brought Into Compliance:	Compliance Verified By:
Outstanding Lien Amount:	Lien Total Verified By:



MARYANNE MORSE, SEMINOLE COUNTY
 CLERK OF CIRCUIT COURT & COMPTROLLER
 BK 8761 Pgs 584-585 (2Pgs)
 CLERK'S # 2016092602
 RECORDED 09/02/2016 09:41:11 AM
 RECORDING FEES \$18.50



CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
 WINTER SPRINGS, FLORIDA 32708-2799
 TELEPHONE: (407) 327-1800
 FACSIMILE: (407) 327-4753
 WEBSITE: www.winterspringsfl.org

RECORDED BY hdevore

CODE ENFORCEMENT BOARD

THE CITY OF WINTER SPRINGS,
 A Florida municipal corporation,
 Complainant,

Case #2016CE000876

v.

Racetrac Petroleum Inc Ryan LLC C/O Rick Perez
 Owner of the Property located at:
 3271 North US Highway 17-92
 Longwood, Florida 32750
 Parcel: 22-20-30-300-0290-0000

Respondents,

_____ /

ORDER IMPOSING FINE (FIRST VIOLATION)

THIS CAUSE having come on for consideration, after being duly noticed, before the Code Enforcement Board of the City of Winter Springs, Florida on August 23, 2016, to determine whether violations of the City of Winter Springs Code of Ordinances ("City Code") continue to exist, and whether an order imposing fine (first violation) should be entered against Respondent.

The Board, having heard the arguments of the parties and the evidence presented, and having reviewed the record and being otherwise fully advised, issues the following Findings of Fact and Conclusions of Law incorporated into this Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board ("Board") finds:

1. That Respondent was provided a Notice of Hearing for the August 23, 2016 hearing, in accordance with Section 2-59 of the City Code, consistent with sections 162.06 and 162.12, Florida Statutes, and were not present at the hearing.
2. That the Board previously heard matters relating to the City Code violations of the Subject Property on June 28, 2016 at which time the Board issued its initial Order, finding Respondents in violation of Section(s) 108.1.1 Unsafe Structures., 302.3 Sidewalk And Driveways., 304.2 Protective Treatment., 304.8 Decorative Features., 304.9 Overhand Extensions., 304.15 Doors., and 304.18 Building Security. of the International Property Maintenance Code and Section(s) 9-374 – Posting of Numbers, 13-1. – General Prohibition., 13-2.(b) Junk And Debris, and 13-2.(c) Unsanitary/Overgrown of the City Code, and requiring Respondents to take certain corrective action(s) by July 19, 2016 as more specifically set forth in that Order.
3. That Respondent either failed or refused to correct such violation(s) by the date provided in the Board's prior Order, and, thus, continues to be in non-compliance with the City Code.

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS, IT IS HEREBY ORDERED:

1. That the Respondents pay to the City of Winter Springs a fine in the amount of **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)** for each and every day the violation(s) existed and continue(s) to exist past the 19th day of July 2016, which was the Board-ordered date for compliance. The daily fine shall continue to accrue until the Respondents report compliance to the City, and, such compliance is confirmed by the Code Enforcement Officer. The City shall be entitled to recover all costs incurred in enforcing its codes and prosecuting the case before the Board and such costs may be included in the lien, in accordance with Chapter 162, Florida Statutes.

2. That the Clerk of the Code Enforcement Board is directed to record a certified copy of this Order in the public records for Seminole County, Florida, which, pursuant to section 162.09(3), Florida Statutes, shall serve as a lien against the Property and any other real or personal property owned by the Respondents.

3. That any and all future recurrence(s) of any violation(s) addressed herein, after same have been corrected, shall necessitate further proceedings before the Code Enforcement Board without necessarily providing Respondent(s) a reasonable time to correct such violation(s) and that the Code Enforcement Board, upon finding such repeat violation(s) exist(s), may impose a fine which shall not exceed Five-Hundred Dollars (\$500.00) per day for each repeat violation, beginning on the first day the repeat violation(s) is/are found to exist.

4. The Code Enforcement Board hereby reserves the right to take further necessary action against the Respondent to enforce this Order on Respondent's property, in accordance with Section 162.09(3), Florida Statutes, and City Code.

DONE AND ORDERED at Winter Springs, Florida, this 30 day of August, 2016, *nunc pro tunc* to August 23, 2016.

CODE ENFORCEMENT BOARD OF THE
CITY OF WINTER SPRINGS, FLORIDA



Gregg Rocco, Chairperson

Copies furnished to:

CERTIFIED MAIL 7015 0640 0000 0518 3169

Racetrac Petroleum Inc Ryan LL C/O Rick Perez, Respondent
500 East Broward Boulevard, Suite 2300
Fort Lauderdale, Florida 33394, Case File #2016CE000876

I hereby certify that a true and correct copy of the above and foregoing Order Imposing Fine (First Violation) has been furnished by certified mail to the Respondent(s) and/or Respondent's authorized representative on this 30 day of August, 2016.


Antonia Della Donna, Board Secretary



Region: **W** CSA: **WA1** Grid:

CODE ENFORCEMENT REPORT
Winter Springs Police Department

For the public: **Yes** Agency Report #: **2016CE000876**
 Juvenile: **No** Event #: **20160882023**
 Domestic Violence: **No**
 Dating Violence: **No**

Agency ORI: **FL0590600**

Reported Day/Date: **Mon 3/28/2016 15:08** Time Dispatched: **3/28/2016 15:08** Time Arrived: **3/28/2016 15:08** Time Completed: **3/28/2016 15:12** Date Occurred From: **Mon 3/28/2016 0:00** Date Occurred To:

Subdivision: **N/A** Forced Entry: **N/A** Occupancy: **N/A** Type of Weapon: **NA** Location Type: **COMMERCIAL/OFFICE BLDG** Municipality: **WS**

Incident Address: **3271 N US HWY 17-92 LONGWOOD FL 32750** Dispatch Address: **3271 N US HWY 17-92 LONGWOOD FL 32750**

#Offenses: **12** #Victims: **00** #Offenders: **00** #Prem. Ent: **0** #Arrested: **00** Drug Related: **N** Alcohol Related: **N** Call Disposition: **I** Signal Code: **50IR** Clearance: **Code Enforcement Compliance**

OFFENSES SECTION

Off#	Description	Statute#	UCR	Ordinance	Attempt/Commit	Warrant #	DVR	Drug Activity
1	WS CITY ORDINANCE -TREE TRIMMINGS/YARD TRASH	13-2 b	9800	Yes	C		No	
2	WS CITY ORDINANCE -GRASS HEIGHT/OVERGROWN YARD	13-2 c	9800	Yes	C		No	
3	WS CITY ORDINANCE -OTHER IPMC 304.14 DOORS	77-777	9800	Yes	C		No	
4	WS CITY ORDINANCE -OTHER 304.2 PROTECTIVE TREATMENT	77-777	9800	Yes	C		No	
5	WS CITY ORDINANCE -13-1 GENERAL PROHIBITION	77-777	9800	Yes	C		No	
6	WS CITY ORDINANCE -JUNK AND DEBRIS	13-2 b	9800	Yes	C		No	
7	WS CITY ORDINANCE -HOUSE/BUILDING NUMBERS	9-374	9800	Yes	C		No	
8	WS CITY ORDINANCE -IPMC 304.8 DECORATIVE FEATURES (SIGNS)	77-777	9800	Yes	C		No	
9	WS CITY ORDINANCE -IPMC 304.18.1 BUILDING SECURITY DOORS	77-777	9800	Yes	C		No	
10	WS CITY ORDINANCE -IPMC 304.9 OVERHANGS	77-777	9800	Yes	C		No	
11	WS CITY ORDINANCE -IPMC VACANT STRUCTURES AND LAND 301.3	77-777	9800	Yes	C		No	
12	WS CITY ORDINANCE -IPMC 108.1 UNSAFE STRUCTURE	77-777	9800	Yes	C		No	

NARRATIVES

Rpt Date: 03/28/2016 16:14	Reporter: Guerra, Terri	g67806	Clearance: Open	Nar Type: O
Mod By: WINTERSPRINGS\lguerra	Mod Date: 03/28/2016 16:17	Related Case #		
<p>Grass and bushes are all overgrown. There are vines growing into the roof of the main building. The window to the front door is broken. There is yard debris all over the also a tarp and other misc. trash scattered around parking lot. There is green growth on the outside of the building and fence area. NCV will be sent to owner on record.</p>				
I swear/affirm the above statements are true and correct. Officer's Signature:		Sworn to and subscribed before me, the undersigned authority, this _____ day of _____, in the year _____		
Guerra, Terri g67806 Name and Employee # (Printed)		Name/Title of Person Authorized to Administer Oath.		

Region: W CSA: WA1 Grid:

CODE ENFORCEMENT REPORT
Winter Springs Police Department

For the public: Yes Agency Report #: 2016CE000876
Juvenile: No Event #: 20160882023
Domestic Violence: No
Dating Violence: No

Agency ORI: FL0590600

Rpt Date: 03/29/2016 08:38	Reporter: McLaren, Richard m26130	Clearance: Open	Nar Type: S
Mod By: WINTERSPRINGS\cdeisler	Mod Date: 03/29/2016 09:11	Related Case #	

Upon investigation, observed a vacant building/lot of a former commercial establishment with no visible building numbers, a pile of used/discarded tires next to the main building. The front door glass pane is broken allowing for access to the interior of the building. The main overhang area covering where the gas refueling area was is deteriorating and showing excess amounts of rust in many areas. The former signs that were used to advertise gas prices are missing panels and in need of repair.

I swear/affirm the above statements are true and correct: Officer's Signature:	Sworn to and subscribed before me, the undersigned authority, this _____ day of _____, in the year _____
McLaren, Richard m26130 Name and Employee # (Printed)	Name/Title of Person Authorized to Administer Oath.

Rpt Date: 05/11/2016 11:47	Reporter: McLaren, Richard m26130	Clearance: Open	Nar Type: S
Mod By: WINTERSPRINGS\rmcclaren	Mod Date: 05/11/2016 11:49	Related Case #	

Due to mailing being returned in the mail as unclaimed, NCV was posted at business. Also, twelve tires were removed from the side of the building to remedy a public nuisance/public health issue due to mosquito breeding areas and possible breakdown of the materials into the ground. Notice of Remedy posted at business and notice to be mailed.

I swear/affirm the above statements are true and correct: Officer's Signature:	Sworn to and subscribed before me, the undersigned authority, this _____ day of _____, in the year _____
McLaren, Richard m26130 Name and Employee # (Printed)	Name/Title of Person Authorized to Administer Oath.

Rpt Date: 06/29/2016 09:48	Reporter: Deisler, Christopher d43504	Clearance: Code Board Case	Nar Type: S
Mod By: WINTERSPRINGS\cdeisler	Mod Date: 06/29/2016 09:49	Related Case #	

Case was heard by code board last night. Finding of fact was provided. Will be set for non-compliance hearing should the owner fail to comply. Lien for services (tire removal) was prepared and sent to City Hall.

I swear/affirm the above statements are true and correct: Officer's Signature:	Sworn to and subscribed before me, the undersigned authority, this _____ day of _____, in the year _____
Deisler, Christopher d43504 Name and Employee # (Printed)	Name/Title of Person Authorized to Administer Oath.

Rpt Date: 07/12/2016 16:21	Reporter: Guerra, Terri g67806	Clearance: Code Board Case	Nar Type: S
Mod By: WINTERSPRINGS\tguerra	Mod Date: 07/12/2016 16:24	Related Case #	

Received a call from Brian Gibson from Racetrac he wants to resolve issue as soon as possible they will be building a new store but its going to take some time. He would like to know how he can clear up violations best as he can for now. px 678-708-7591. I advised him I would get with Capt. Deisler and get back with him asap.

I swear/affirm the above statements are true and correct: Officer's Signature:	Sworn to and subscribed before me, the undersigned authority, this _____ day of _____, in the year _____
Guerra, Terri g67806 Name and Employee # (Printed)	Name/Title of Person Authorized to Administer Oath.

Rpt Date: 08/9/2016 17:15	Reporter: Guerra, Terri g67806	Clearance: Code Board Case	Nar Type: S
Mod By: WINTERSPRINGS\tguerra	Mod Date: 08/9/2016 17:16	Related Case #	

Posted property and City Hall regarding Non Compliance Hearing. Sent certified letter to owner of property.

I swear/affirm the above statements are true and correct: Officer's Signature:	Sworn to and subscribed before me, the undersigned authority, this _____ day of _____, in the year _____
Guerra, Terri g67806 Name and Employee # (Printed)	Name/Title of Person Authorized to Administer Oath.

Rpt Date: 03/6/2018 15:39	Reporter: Deisler, Christopher d43504	Clearance: Code	Nar Type: S
Mod By: WINTERSPRINGS\cdeisler	Mod Date: 03/6/2018 15:40	Related Case #	

Site has been demolished. PC

Region: **W** CSA: **WA1** Grid:

CODE ENFORCEMENT REPORT
Winter Springs Police Department

For the public: **Yes** Agency Report #: **2016CE000876**
Juvenile: **No**
Domestic Violence: **No** Event #:
Dating Violence: **No** **20160882023**

Agency ORI: **FL0590600**

I swear/affirm the above statements are true and correct: Officer's Signature:	Sworn to and subscribed before me, the undersigned authority, this _____ day of _____ in the year _____
Deisler, Christopher d43504 Name and Employee # (Printed)	Name/Title of Person Authorized to Administer Oath. _____

ADMINISTRATIVE SECTION

Was Crime Scene Processed: **No** Processed By:

Officer Reporting: **g67806 Guerra, Terri** Officer Shift: **V** Section: **WS** Unit: **W804** Date: **03/28/2016**
Reviewed By: **g67806 Guerra, Terri** Review Date: **03/28/2016** Routed to: **WS**
Assigned To: **g67806 Guerra, Terri** Assigned Date: **03/28/2016** Assigned Dept: **WS**
Clearance: **Code Enforcement Compliance** Clearance Date: **06/29/2016** Referred To:

Comments:



**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**



300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652

March 29, 2016

RACETRAC PETROLEUM INC
500 E BROWARD BLVD STE 2300
FT LAUDERDALE, FL 33394

Case #: 2016CE000876

Service Address: 3271 N US HWY 17-92 WINTER SPRINGS, FL 32708

NOTICE OF CODE VIOLATION

The above mentioned property has been inspected on the dates below. Please note the most recent date for the following violations:

Inspection Number	Inspector	Date
2016-00000103	OFC TERRI GUERRA	03/29/2016

The cited violations are as follows:

Inspection Number	Violation Description	Violation Comments
2016-00000103	IPMC 108.1.1 Unsafe Structure	
2016-00000103	IPMC 301.3 Vacant Structures and Land	
2016-00000103	IPMC 304.15 Doors	Glass to front door is broken.
2016-00000103	IPMC 304.18 Building Security	Front door glass is broken allow entry.
2016-00000103	IPMC 304.2 Protective Treatment	Remove green growth from entire fence area and some parts of the building. There is also paint chipping off light pole and rust
2016-00000103	IPMC 304.8 Decorative Features	Former signs are missing panels and are in need of repair.
2016-00000103	IPMC 304.9 Overhang Extensions	The main overhang area covering where the gas refueling area was is deteriorating and showing excess amounts of rust in many areas
2016-00000103	WS 13-1 General Prohibition	
2016-00000103	WS 13-2(b) Junk & Debris	There is a large grey tarp on the ground. A pile of used/discarded tires next to the main building. Trash scattered around parking lot.
2016-00000103	WS 13-2(c) Unsanitary / Overgrown	Grass and bushes overgrown. There is a vine growing up onto the roof of the building.
2016-00000103	WS 9-374 Posting of Numbers	No visible identification numbers.

Failure to correct the violation(s) and to notify the Winter Springs Code Enforcement Division of the corrections will result in charges being brought against you before the City of Winter Springs Code Enforcement Board which has the power to levy fines up to \$250.00 per day for first offenses or up to \$500.00 for repeat offenses per day that the violation remains.

Please note the latest date to have the cited violations corrected:

Corrective Action	Comments	Due Date
NCV	See above	04/19/2016

Municipal Code	Code Text
IPMC.108-1 - Unsafe Structure	An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
IPMC.301-3 – Vacant structures and land	All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
IPMC.304-15 - Doors	All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.
IPMC.304-18 - Building Security	Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
IPMC.304-2 - Protective Treatment	All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decayresistantwoods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
IPMC.304-8 - Decorative Features	All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
IPMC.304-9 - Overhang Extensions	All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
Winter Springs City Ordinance.13-1- -	Nothing may be done on any lot which may become an annoyance or nuisance to the neighborhood. No refuse pile, unsightly objects, or dead, damaged or diseased trees, that may pose a health, welfare and safety threat in the discretion of the city forester or code enforcement manager, shall be allowed to be placed or suffered to remain thereon. In the event the owner shall fail or refuse to keep premises free of refuse piles, unsightly objects or growths, or dead, damaged or diseased trees, then the city, upon reasonable notice to the land owner, may enter upon such land and remove the same, or contract with a third party for the removal of the same, at the expense of the owner and such entry shall not be deemed a trespass.
Winter Springs City Ordinance.13-	It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber,

2-(b) -	wastepaper products, discarded building materials, or any unused abandoned vehicle, or abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.
Winter Springs City Ordinance.13-2-(c) -	The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead, or living plant life; or stagnant water, rubbish, garbage, refuse, debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract or parcel of land within this city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety, or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property, or any other objectionable, unsightly substance or material tending by its existence and/or accumulation to endanger or adversely affect of health, safety, lives, and/or welfare of the citizens of the city, is hereby prohibited and declared to be a public nuisance and unlawful.
Winter Springs City Ordinance-9-374 - Posting Of Numbers	Each building in the corporate limits of the city shall have its assigned building number properly displayed in accordance with the conformity to the requirements of this article, whether or not mail is delivered to such building or property. It shall be the duty of the owners and occupants of each building to post the assigned building number on the property in conformity with this article as follows: (1) The building address number shall be affixed to the building front or facade as defined in section 9-370 or to a separate structure such as both sides of a mailbox, post, wall, fence or other visible and commonly used area in such a manner so as to be clearly visible and legible and without obstruction from the public or private way on which the building fronts. (2) Any numbers which are not clearly visible and legible from the public or private way shall not be used. (3) The numerals shall be of a contrasting color with the immediate background of the building or structure on which such numerals are affixed and shall be not less than three (3) inches in height and one-half inch in width. (4) Numerals shall be made of a durable weather-resistant material permanently affixed to the front of the building or structure.

Professionally,



Code Officer Terri Guerra

Certified Mailing Numbers:
7014 0150 0001 6256 3159

7014 0150 0000 6256 3159
657E 9529 1000 0570 4102

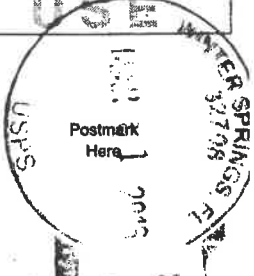
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent to
K O O T R O C Petroleum Inc. PO Box 100
Street, Apt. No. or PO Box No. 500 E Broward Blvd #5300
City, State, ZIP+4 Ft Lauderdale FL 33394

PS Form 3800, August 2006 See Reverse for Instructions



WINTER SPRING

300 North Moss R
Business (407) 327-7999 • FAX (407) 327-0032

CERTIFIED MAIL™



328
31 MAR '16
0461



US POSTAGE
Mailed From 32708
03/31/2016
\$6.73
045J83050325



P/S Foster & Jimmie LLC 16 Rick Perez
500 E Broadway Blvd STE 300
Ft Lauderdale FL 33341

Not @ Address

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

0164/13/16

33394303875

*6674-66243-31-40



**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**

300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652



AFFIDAVIT OF POSTING

**The following properties have been posted with the
NOTICE OF CODE VIOLATION**

3271 N US HWY 17-92
WINTER SPRINGS, FL 32708

City Of Winter Springs Case Number

2016CE000876

Posted on the following date:

May 11, 2016

The undersigned swears and affirms that the property has been posted:

SIGNATURE

OFC TERRI GUERRA

Mandy L. Minnetto
NOTARY SIGNATURE

6-13-16
DATE

STAMP:





**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**



300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652

**NOTICE OF REMEDY OF
A PUBLIC NUISANCE**

CASE #: 2016CE000876

This is notification that the property located at 3271 N US HWY 17-92 WINTER SPRINGS, FL 32708 is in violation of City Ordinance and deemed a public safety and health nuisance. The Code Inspector observed the following:

Violation Description	Violation Comments
WS 13-2(b) Junk & Debris	A pile of used/discarded tires next to the main building.

The owner of record will be notified by certified mail by the United States Postal Service and by notice posted at the violation address.

RACETRAC PETROLEUM INC
500 E BROWARD BLVD STE 2300
FT LAUDERDALE, FL 33394

The City of Winter Springs remedied this violation on May 11, 2016 . The fees associated with the corrective actions are estimated at \$ per violation. If the invoice for such fees is not paid within fifteen (15) days of the invoice date a lien will be imposed against the property which can result in foreclosure on the property.

The owner of record may appeal this violation within fifteen (15) days of this notification date in writing to the code enforcement manager. The appeal must include the address of the location in violation, reason, evidence and argument that the condition does not constitute the public nuisance. If this appeal process is met the City of Winter Springs will not proceed with further action until the case is heard by the City Commission.

Certified Mail Number: 7014 0150 0001 6256 3159, , ,

Municipal Code	Code Text
Winter Springs City Ordinance.13-2-(b) -	It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any unused abandoned vehicle, or abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.


SIGNATURE

OFC Rich McLaren

C.A.L.E.A and
State of Florida Accredited

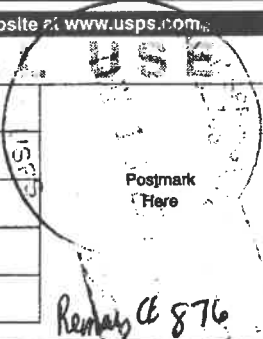
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To *Race Truck Petroleum*

Street, Apt. No. or PO Box No. *500 E Broward Blvd Ste 2300*

City, State, ZIP+4 *Ft Lauderdale, FL 33394*

PS Form 3800, August 2006 See Reverse for Instructions



**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**

300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652



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OFC TERRI GUERRA

Mandy L. Minnetto
NOTARY SIGNATURE

6-13-16
DATE

STAMP:





**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**



300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652

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CASE #: 2016CE000876

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Violation Description	Violation Comments
WS 13-2(b) Junk & Debris	A pile of used/discarded tires next to the main building.

The owner of record will be notified by certified mail by the United States Postal Service and by notice posted at the violation address.

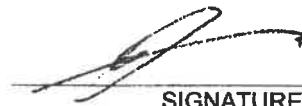
RACETRAC PETROLEUM INC
500 E BROWARD BLVD STE 2300
FT LAUDERDALE, FL 33394

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Certified Mail Number: 7014 0150 0001 6256 3159 , ,

Municipal Code	Code Text
Winter Springs City Ordinance.13-2-(b) -	It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any unused abandoned vehicle, or abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.



SIGNATURE

OFC Rich McLaren

C.A.L.E.A and
State of Florida Accredited / 9-1-1

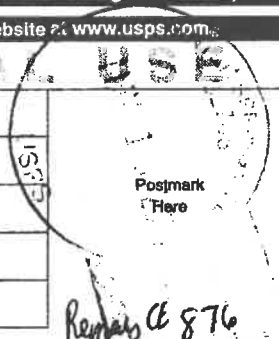
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To Race Truck Petroleum
Street, Apt. No. or PO Box No. 500 E Broward Blvd Ste 2300
City, State, ZIP+4 Ft Lauderdale, FL 33394

PS Form 3800, August 2006 See Reverse for Instructions



**CITY OF WINTER SPRINGS, FLORIDA
CODE ENFORCEMENT BOARD**

COMPLAINT NO: 2016CE000876

CODE ENFORCEMENT BOARD,
PETITIONER,
vs.
RESPONDENT

PARCEL OWNER:
RACETRAC PETROLEUM INC
500 E BROWARD BLVD STE 2300
FT LAUDERDALE, FL 33394

NOTICE OF CODE BOARD HEARING

Please take notice that at 5:30 P.M. on June 28, 2016 the Code Enforcement Board will hold a hearing to determine why you should not be found in violation of the City Code as follows. The hearing will be held at the Winter Springs City Hall located at 1126 East State Road 434, Winter Springs, Florida.

Address of Violation: 3271 N US HWY 17-92 WINTER SPRINGS, FL 32708

Property Owner Name: RACETRAC PETROLEUM INC
Property Owner Address: 500 E BROWARD BLVD STE 2300 FT LAUDERDALE, FL 33394

The cited violations are as follows:

IPMC 108.1.1 Unsafe Structure	
IPMC 302.3 Sidewalk & Driveways	
IPMC 304.15 Doors	Glass to front door is broken.
IPMC 304.18 Building Security	Front door glass is broken allow entry.
IPMC 304.2 Protective Treatment	Remove green growth from entire fence area and some parts of the building. There is also paint chipping off light pole and rust
IPMC 304.8 Decorative Features	Former signs are missing panels and are in need of repair.
IPMC 304.9 Overhang Extensions	The main overhang area covering where the gas refueling area was is deteriorating and showing excess amounts of rust in many areas
WS 13-1 General Prohibition	
WS 13-2(b) Junk & Debris	There is a large grey tarp on the ground. A pile of used/discarded tires next to the main building. Trash scattered around parking lot.
WS 13-2(c) Unsanitary / Overgrown	Grass and bushes overgrown. There is a vine growing up onto the roof of the building.
WS 9-374 Posting of Numbers	No visible identification numbers.

If the Code Enforcement Board finds your property in violation of the above referenced City Code (s) you can be fined up to per day for each day the violation continues and you can be charged for the costs that are incurred by the city in prosecuting the case. In the



**CITY OF WINTER SPRINGS, FLORIDA
CODE ENFORCEMENT BOARD**

COMPLAINT NO: 2016CE000876

CODE ENFORCEMENT BOARD,
PETITIONER,
vs.
RESPONDENT

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RACETRAC PETROLEUM INC
500 E BROWARD BLVD STE 2300
FT LAUDERDALE, FL 33394

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event violation fines and the costs are not paid within a reasonable time there can be a lien filed against the property in accordance with Florida State Statute Section 162.09.

The hearing is conducted within guidelines of City of Winter Springs Code 2-60 and Florida State Statutes Chapter 162. You may appear in person or by an authorized representative. If you choose to not attend the hearing you can lose your right to present facts in this case. You have the right to present evidence, exhibits, written and oral testimony. The Code Board will subpoena witnesses on your behalf upon written request to the Code Board through the City Of Winter Springs Clerk's Office.

In the event that you appeal the Order of the Code Enforcement Board, you will be required to have an official record of the proceedings. You may, at your own expense, arrange for the official transcript of the testimony and evidence presented at the hearing.

I certify a copy of this document was sent by Certified Mail on 6/13/2016 , posted on the property, and at a government office as per Florida State Statute 162.

Certified Number: 7014 0150 0001 6256 3159 , 7014 0150 0001 6256 4125 , ,

The text of the associated violations, as it appears in the Municipal Code, is stated below:

IPMC.108-1 - Unsafe Structure	An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
IPMC.302-3 - Sidewalks and Driveways	All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
IPMC.304-15 - Doors	All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.
IPMC.304-18 - Building Security	Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
IPMC.304-2 - Protective Treatment	All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decayresistantwoods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
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SIGNATURE

Inspector

English

Customer Service

USPS Mobile

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USPS Tracking®



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Sign up for My USPS.

Tracking Number: 70140150000162564125

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME

STATUS OF ITEM

LOCATION

June 14, 2016 , 10:04 pm

Departed USPS Facility

ORLANDO, FL 32862

Your item departed our USPS facility in ORLANDO, FL 32862 on June 14, 2016 at 10:04 pm. The item is currently in transit to the destination.

June 14, 2016 , 7:54 pm

Arrived at USPS Facility

ORLANDO, FL 32862

Available Actions

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Tracking (or receipt) number

Track It

Manage Incoming Packages

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**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**

300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652



AFFIDAVIT OF POSTING

**The following properties have been posted with the
NOTICE OF CODE BOARD HEARING**

3271 N US HWY 17-92
WINTER SPRINGS, FL 32708

AND

1126 E STATE ROAD 434
WINTER SPRINGS, FL 32708

City of Winter Springs Case Number

2016CE000876

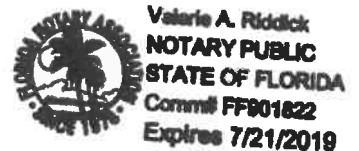
Posted on the following date:

June 13, 2016

The undersigned swears and affirms that the property has been posted:

SIGNATURE

OFC TERRI GUERRA


NOTARY SIGNATURE

6/14/16
DATE

STAMP:

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Indatrac Petroleum Inc
YANILE 110 Rick Perez
500 E Broward Blvd #2300
t Lauderdale FL 33394
on Compliance 2016 EDC0876

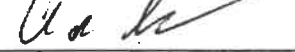
Article Number

(Transfer from service label)

7014 0150 0001 6336 1747

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail® Priority Mail Express™

Registered Return Receipt for Merchandise

Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Roatrac Petroleum Inc
RYAN LLC Clorick Perez
500 Broward Blvd Suite 230
Ft Lauderdale FL 33394
JCB 2016CE0005876

Article Number

(Transfer from service label)

7014 0150 0001 6256 4125

S Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

6/16/16

D. Is delivery address different from item 1? Yes

No

If YES, enter delivery address below:

3. Service Type

Certified Mail® Priority Mail Express™

Registered Return Receipt for Merchandise

Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee)

Yes



**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**



300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652

**AFFIDAVIT OF NON-COMPLIANCE WITH ORDER OF
WINTER SPRINGS CODE ENFORCEMENT BOARD**

August 9, 2016

RACETRAC PETROLEUM INC , , ,

OFC TERRI GUERRA, has re-inspected the property at 3271 N US HWY 17-92 WINTER SPRINGS, FL 32708 on August 9, 2016.

The property has been found to be in non-compliance with the City of Winter Springs Code Board Order that was issued at the meeting held on: June 28, 2016.

The violations listed on the City of Winter Springs Code Board Order are as follows:

IPMC 108.1.1 Unsafe Structure	
IPMC 302.3 Sidewalk & Driveways	>>enter comment here<<
IPMC 304.15 Doors	Glass to front door is broken.
IPMC 304.18 Building Security	Front door glass is broken allow entry.
IPMC 304.2 Protective Treatment	Remove green growth from entire fence area and some parts of the building. There is also paint chipping off light pole and rust
IPMC 304.8 Decorative Features	Former signs are missing panels and are in need of repair.
IPMC 304.9 Overhang Extensions	The main overhang area covering where the gas refueling area was is deteriorating and showing excess amounts of rust in many areas
WS 13-1 General Prohibition	
WS 13-2(b) Junk & Debris	There is a large grey tarp on the ground. A pile of used/discarded tires next to the main building. Trash scattered around parking lot.
WS 13-2(c) Unsanitary / Overgrown	Grass and bushes overgrown. There is a vine growing up onto the roof of the building.
WS 9-374 Posting of Numbers	No visible identification numbers.

TERRI GUERRA
SIGNATURE

OFC TERRI GUERRA

8/9/16
DATE

Valerie A. Riddick
SIGNATURE OF NOTARY

8/10/16
DATE

STAMP:



Valerie A. Riddick
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF901822
Expires 7/21/2019



**CITY OF WINTER SPRINGS, FLORIDA
CODE ENFORCEMENT BOARD**

CODE ENFORCEMENT BOARD,
PETITIONER,
vs.
RESPONDENT

COMPLAINT NO: 2016CE000876

PARCEL OWNER:
RACETRAC PETROLEUM INC
500 E BROWARD BLVD STE 2300
FT LAUDERDALE, FL 33394

NOTICE OF NON COMPLIANCE HEARING

Please take notice that at 5:30 P.M. on August 23, 2016 the Code Enforcement Board will hold a hearing to determine if the property described below is still in violation after their order was issued on: June 28, 2016.
The hearing will be held at the Winter Springs City Hall located at 1126 East State Road 434, Winter Springs, Florida.

Address of Violation: 3271 N US HWY 17-92 WINTER SPRINGS, FL 32708

Property Owner Name: RACETRAC PETROLEUM INC
Property Owner Address: 500 E BROWARD BLVD STE 2300 FT LAUDERDALE, FL 33394

The cited violations are as follows:

IPMC 108.1.1 Unsafe Structure	
IPMC 302.3 Sidewalk & Driveways	>>enter comment here<<
IPMC 304.15 Doors	Glass to front door is broken.
IPMC 304.18 Building Security	Front door glass is broken allow entry.
IPMC 304.2 Protective Treatment	Remove green growth from entire fence area and some parts of the building. There is also paint chipping off light pole and rust
IPMC 304.8 Decorative Features	Former signs are missing panels and are in need of repair.
IPMC 304.9 Overhang Extensions	The main overhang area covering where the gas refueling area was is deteriorating and showing excess amounts of rust in many areas
WS 13-1 General Prohibition	
WS 13-2(b) Junk & Debris	There is a large grey tarp on the ground. A pile of used/discarded tires next to the main building. Trash scattered around parking lot.
WS 13-2(c) Unsanitary / Overgrown	Grass and bushes overgrown. There is a vine growing up onto the roof of the building.

WS 9-374 Posting of Numbers	No visible identification numbers.
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If the Code Enforcement Board finds your property in violation of the above referenced City Code (s) you can be fined up to per day for each day the violation continues and you can be charged for the costs that are incurred by the city in prosecuting the case. In the event violation fines and the costs are not paid within a reasonable time there can be a lien filed against the property in accordance with Florida State Statute Section 162.09.

The hearing is conducted within guidelines of City of Winter Springs Code 2-60 and Florida State Statutes Chapter 162. You may appear in person or by an authorized representative. If you choose to not attend the hearing you can lose your right to present facts in this case. You have the right to present evidence, exhibits, written and oral testimony. The Code Board will subpoena witnesses on your behalf upon written request to the Code Board through the City Of Winter Springs Clerk's Office.

In the event that you appeal the Order of the Code Enforcement Board, you will be required to have an official record of the proceedings. You may, at your own expense, arrange for the official transcript of the testimony and evidence presented at the hearing.

I certify a copy of this document was sent by Certified Mail on 8/8/2016 , posted on the property, and at a government office as per Florida State Statute 162.

Certified Number: 7014 0150 0001 6336 1747 , , ,

The text of the associated violations, as it appears in the Municipal Code, is stated below:

IPMC.108-1 - Unsafe Structure	An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
IPMC.302-3 - Sidewalks and Driveways	All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
IPMC.304-15 - Doors	All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.
IPMC.304-18 - Building Security	Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
IPMC.304-2 - Protective Treatment	All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decayresistantwoods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
IPMC.304-8 - Decorative Features	All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
IPMC.304-9 - Overhang Extensions	All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

<p>Winter Springs City Ordinance.13-1- -</p>	<p>Nothing may be done on any lot which may become an annoyance or nuisance to the neighborhood. No refuse pile, unsightly objects, or dead, damaged or diseased trees, that may pose a health, welfare and safety threat in the discretion of the city forester or code enforcement manager, shall be allowed to be placed or suffered to remain thereon. In the event the owner shall fail or refuse to keep premises free of refuse piles, unsightly objects or growths, or dead, damaged or diseased trees, then the city, upon reasonable notice to the land owner, may enter upon such land and remove the same, or contract with a third party for the removal of the same, at the expense of the owner and such entry shall not be deemed a trespass.</p>
<p>Winter Springs City Ordinance.13-2-(b) -</p>	<p>It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any unused abandoned vehicle, or abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.</p>
<p>Winter Springs City Ordinance.13-2-(c) -</p>	<p>The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead, or living plant life; or stagnant water, rubbish, garbage, refuse, debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract or parcel of land within this city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety, or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property, or any other objectionable, unsightly substance or material tending by its existence and/or accumulation to endanger or adversely affect of health, safety, lives, and/or welfare of the citizens of the city, is hereby prohibited and declared to be a public nuisance and unlawful.</p>
<p>Winter Springs City Ordinance-9-374 - Posting Of Numbers</p>	<p>Each building in the corporate limits of the city shall have its assigned building number properly displayed in accordance with the conformity to the requirements of this article, whether or not mail is delivered to such building or property. It shall be the duty of the owners and occupants of each building to post the assigned building number on the property in conformity with this article as follows: (1) The building address number shall be affixed to the building front or facade as defined in section 9-370 or to a separate structure such as both sides of a mailbox, post, wall, fence or other visible and commonly used area in such a manner so as to be clearly visible and legible and without obstruction from the public or private way on which the building fronts. (2) Any numbers which are not clearly visible and legible from the public or private way shall not be used. (3) The numerals shall be of a contrasting color with the immediate background of the building or structure on which such numerals are affixed and shall be not less than three (3) inches in height and one-half inch in width. (4) Numerals shall be made of a durable weather-resistant material permanently affixed to the front of the building or structure.</p>


SIGNATURE

OFC TERRI GUERRA



2016 Parcel Detail Sheet

06/08/2021 03:25 PM

22-20-30-300-0290-0000
 Site Date: 01/14/2019
 Building Date: 01/27/2004
 Land Date: 03/10/2014

Parcel: 22-20-30-300-0290-0000
Owner/Address: RACETRAC PETROLEUM INC
 500 E BROWARD BLVD STE 2300
 FT LAUDERDALE, FL 33394
Situs: 3271 N US HWY 17-92
 LONGWOOD, FL 32750

Legal: SEC 22 TWP 20S RGE 30E BEG 130 FT W & 100.08 FT N
 OF SE COR OF NE 1/4 OF SW 1/4 OF SW 1/4 RUN W
 87.5 FT N 49 DEG 38 MIN 28 SEC W TO SELY R/W U.S...

Exemption	
Code	Description
	Granted

Tax District: W4: Unknown
DOR Use Desc: 1104: CONVENIENCE STORE WITH GAS
CPI: .80
Market Area: 73
Nbhd Comm: 02
E&I Num:
Demo: False
Income Ind:
Pet Num:
Income Ltr:

Facility Code:
Facility Name: OLD HESS
Subdivision:

Assessment Information			
Land Value	Prior Year	RE Appraised	%
	408,380	408,380	0.0
Extra Features	34,105	34,105	0.0
Building Value	66,357	65,429	-1.4
Cost/Market Just Value	508,842	507,914	-0.2
Income Just Value			
Correct Assc/Admin Value			
Classified Value			
SOH Adjustment			
Non-HX Adjustment	-38,315		
P&G Adjustment			
Total Assessed Value	470,527	507,914	8.0

Taxable Information				
Taxing Authority	Description	Millage	Values	
			Assessed	Taxable
0100	COUNTY GENERAL FUND	0	507,914	507,914
0300	FIRE	0	507,914	507,914
0400	SCHL SCHOOL	0	507,914	507,914
1100	CITY WINTER SPRINGS	0	507,914	507,914
1200	SJWM	0	507,914	507,914
9800	Unknown	0	507,914	507,914
W100	Unknown	0	507,914	507,914

Land Information					
Cd	Ag	Mkt Rate	Ag Rate	Area	Frnt D/T
AS		10.00		40838.00	0.00
Total:				408,380	1.00

Extra Feature Information										
#	Code	Description	Units	RCN	Ovd	Adj	Act	Eff	Cap	Bdg
1	0830	COMMERCIAL ASPHALT DR 2 IN	14708	13,384			90	90	90	5,354
2	0805	COMMERCIAL CONCRETE DR 4 IN	1452	3,093			90	90	90	1,237
3	0725	WALKS CONC COMM	475	1,572			90	90	90	629
4	2240	POLE LIGHT STEEL 1 ARM	9	8,676			90	90	90	8,676
5	1120	CANOPY GOOD COMM	3024	36,288			90	90	90	14,515
6	1385	ALUM FENCE	2394	7,182			90	90	90	2,873
7	1300	BLOCK WALL	684	2,052			90	90	90	821
Total:				72,247						34,105

Sales Information									
Code	Deed	Description	Date	Book	Page	Amount	V/I	QC	PCC
SQ	SW	SPECIAL WARRANTY DEED	10/01/2012	07904	1130	1,000,000	I	05	
SU	QD	QUIT CLAIM DEED	10/01/2012	07904	1126	100	I	11	
SQ	SW	SPECIAL WARRANTY DEED	10/01/2012	07888	1562	1,000,000	I	05	
SU	QD	QUIT CLAIM DEED	10/01/2012	07888	1558	100	I	11	
SU	WD	WARRANTY DEED	05/01/1989	02069	1486	600,000	I	00	
SU	QD	QUIT CLAIM DEED	02/01/1988	01930	1727	100	I	00	
SU	QD	QUIT CLAIM DEED	02/01/1988	01930	1726	100	I	00	
SU	WD	WARRANTY DEED	12/01/1979	01260	1030	100	I	00	
SQ	WD	WARRANTY DEED	12/01/1979	01260	1027	25,000	I	00	

Created By	Date	Notes
Elise McAra	01/19/2018 08:38 AM	01/2018- Deleted buildings off parcel. Drive by and buildings had been demolished and they were preparing to build the Racetrac. EM



2016 Parcel Detail Sheet

06/08/2021 03:25 PM

22-20-30-300-0290-0000
 Site Date: 01/14/2019
 Building Date: 01/27/2004
 Land Date: 03/10/2014

Created By	Date	Notes
Unknown	08/02/2017 08:54 AM	HESS MART BLDG 2: RESTROOMS 1260-529 1678-657 1680-1707 2251-795-C ORR TAG-822RP17 SEE SURVEY FILE 2276-1279-CORR



2016 Parcel Detail Sheet

06/08/2021 03:25 PM

22-20-30-300-0290-0000
 Site Date: 01/14/2019
 Building Date: 01/27/2004
 Land Date: 03/10/2014

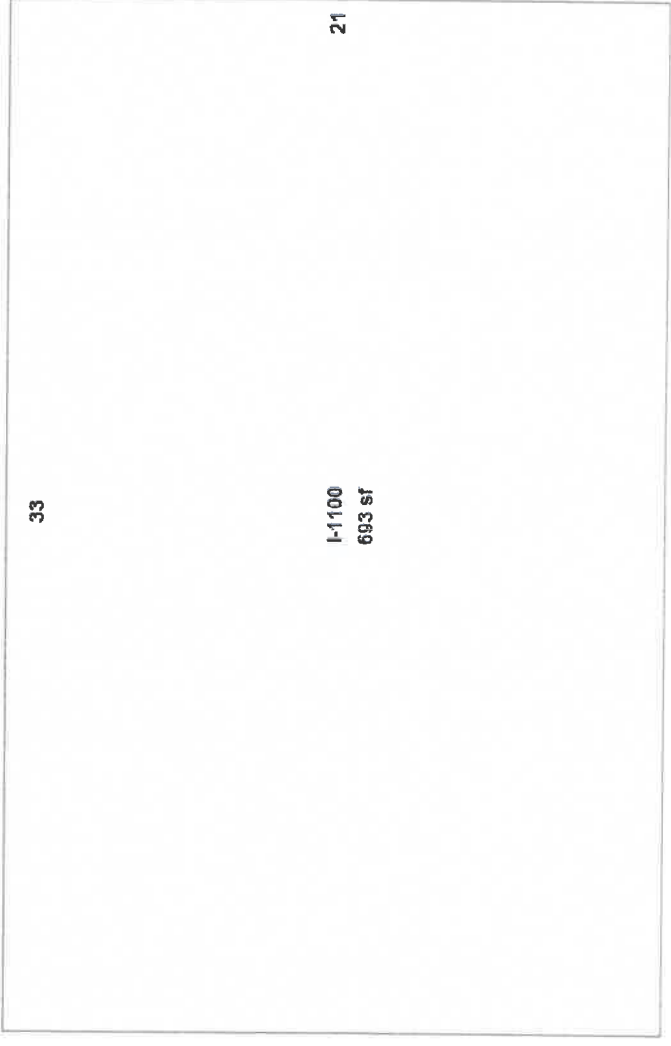
Parcel: 22-20-30-300-0290-0000
 Bldg No: 1
 Bldg Type: C: MASONRY PILASTER.
 Act Yr Blt: 1990
 Eff Yr Blt: 1990
 Cap Yr: 1990
 Arch Mod: 1.00
 NBHD Fac: 0.9

Base Area: 693
 Adj SqFt: 693
 Living Area:
 Adj Rate: 35.38
 Ttl Points: 113.00
 Adj Points: 1.22
 Base Rate:
 RCN: 52,528
 DEPR-RCN: 37,032

Commercial Entities									
Type	Code Description	Rate	RCN	Ht St	Units	Rnk	%	Fl	Cap
S	0003: CONCRETE - WALLBEARING C	2.27	1,573		693	2			
S	0103: MASONRY PILASTER C	1.76	1,220		693	2			
S	0205: SLAB ON GRADE C-D-M-S-R	3.66	2,536		693	2			
R	0305: STEEL JOISTS STEEL DECK GYPSUM C	7.32	5,073		693	2			
R	0409: METAL PREFORMED SHEETS	1.52	1,053		693	2			
W	0517: BRICK COMMON - MASONRY	21.40	26,707	12	1	104	2		
E	0807: A/C OFFICE RETAIL	7.02	4,865		693	2			
I	1100: STORES - RETAIL	13.71	9,501		693	2			1 1990

Ovd Code:
 Dep %: 70.50
 Floors: 1
 Fixtures:
 Height: 12
 Rooms:
 Bedrooms:
 Bathrooms:

Bldg No: 1 Page No: 1



Sketch by Aeri Sketch



2016 Parcel Detail Sheet

22-20-30-300-0290-0000
 Site Date: 01/14/2019
 Building Date: 01/27/2004
 Land Date: 03/10/2014

06/08/2021 03:25 PM

Parcel: 22-20-30-300-0290-0000
 Bldg No: 2
 Bldg Type: C: MASONRY PILASTER
 Act Yr Blt: 1990
 Eff Yr Blt: 1990
 Cap Yr: 1990
 Arch Mod: 1.00
 NBHD Fac: 0.9

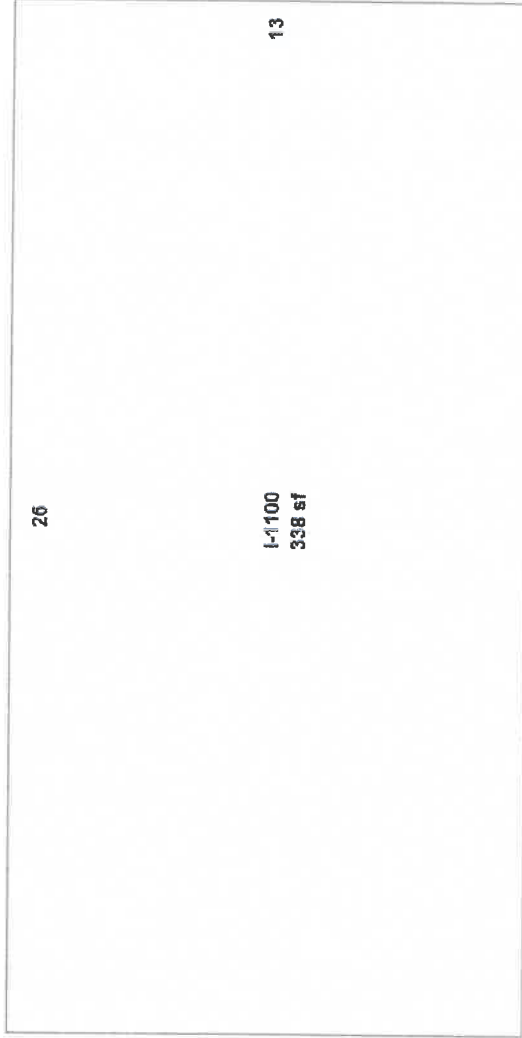
Base Area: 338
 Adj SqFt: 338
 Living Area:
 Adj Rate: 39.15
 Trl Points: 123.00
 Adj Points: 1.35
 Base Rate:
 RCN: 40,279
 DEPR-RCN: 28,397

Ovd Code:
 Dep %: 70.50
 Floors: 1
 Fixtures: 5
 Height: 12
 Rooms:
 Bedrooms:
 Bathrooms:

Commercial Entities

Type	Code Description	Rate	RCN	Ht	St	Units	Rnk	%	Fl	Cap
S	0003: CONCRETE - WALLBEARING C	2.27	767			338	2			
S	0103: MASONRY PILASTER C	1.76	595			338	2			
S	0205: SLAB ON GRADE C-D-M-S-R	3.66	1,237			338	2			
R	0305: STEEL JOISTS STEEL DECK GYPSUM C	7.32	2,474			338	2			
R	0409: METAL PREFORMED SHEETS	1.52	514			338	2			
W	0517: BRICK COMMON - MASONRY	21.40	18,490	12	1	72	2			
E	0807: A/C OFFICE RETAIL	7.02	2,373			338	2			
E	0813: PLUMBING FIXTURES COMMERCIAL	1,839	9,195			5	2			
I	1100: STORES - RETAIL	13.71	4,634			338	2			1 1990

Bldg No: 2 Page No: 1



Sketch by Apes Sketch

CODE ENFORCEMENT BOARD AGENDA

ITEM 504

Informational	
Consent	
Public Hearings	X
Regular	

June
Regular Meeting

REQUEST:

The Code Enforcement Board is requested to review this Agenda Item.



**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**



300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652

March 29, 2016

RACETRAC PETROLEUM INC
500 E BROWARD BLVD STE 2300
FT LAUDERDALE, FL 33394

Case #: 2016CE000876

Service Address: 3271 N US HWY 17-92 WINTER SPRINGS, FL 32708

NOTICE OF CODE VIOLATION

The above mentioned property has been inspected on the dates below. Please note the most recent date for the following violations:

Inspection Number	Inspector	Date
2016-00000103	OFC TERRI GUERRA	03/29/2016

The cited violations are as follows:

Inspection Number	Violation Description	Violation Comments
2016-00000103	IPMC 108.1.1 Unsafe Structure	
2016-00000103	IPMC 301.3 Vacant Structures and Land	
2016-00000103	IPMC 304.15 Doors	Glass to front door is broken.
2016-00000103	IPMC 304.18 Building Security	Front door glass is broken allow entry.
2016-00000103	IPMC 304.2 Protective Treatment	Remove green growth from entire fence area and some parts of the building. There is also paint chipping off light pole and rust
2016-00000103	IPMC 304.8 Decorative Features	Former signs are missing panels and are in need of repair.
2016-00000103	IPMC 304.9 Overhang Extensions	The main overhang area covering where the gas refueling area was is deteriorating and showing excess amounts of rust in many areas
2016-00000103	WS 13-1 General Prohibition	
2016-00000103	WS 13-2(b) Junk & Debris	There is a large grey tarp on the ground. A pile of used/discarded tires next to the main building. Trash scattered around parking lot.
2016-00000103	WS 13-2(c) Unsanitary / Overgrown	Grass and bushes overgrown. There is a vine growing up onto the roof of the building.
2016-00000103	WS 9-374 Posting of Numbers	No visible identification numbers.

Failure to correct the violation(s) and to notify the Winter Springs Code Enforcement Division of the corrections will result in charges being brought against you before the City of Winter Springs Code Enforcement Board which has the power to levy fines up to \$250.00 per day for first offenses or up to \$500.00 for repeat offenses per day that the violation remains.

Please note the latest date to have the cited violations corrected:

Corrective Action	Comments	Due Date
NCV	See above	04/19/2016

Municipal Code	Code Text
IPMC.108-1 - Unsafe Structure	An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
IPMC.301-3 – Vacant structures and land	All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
IPMC.304-15 - Doors	All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.
IPMC.304-18 - Building Security	Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
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IPMC.304-8 - Decorative Features	All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
IPMC.304-9 - Overhang Extensions	All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
Winter Springs City Ordinance.13-1- -	Nothing may be done on any lot which may become an annoyance or nuisance to the neighborhood. No refuse pile, unsightly objects, or dead, damaged or diseased trees, that may pose a health, welfare and safety threat in the discretion of the city forester or code enforcement manager, shall be allowed to be placed or suffered to remain thereon. In the event the owner shall fail or refuse to keep premises free of refuse piles, unsightly objects or growths, or dead, damaged or diseased trees, then the city, upon reasonable notice to the land owner, may enter upon such land and remove the same, or contract with a third party for the removal of the same, at the expense of the owner and such entry shall not be deemed a trespass.
Winter Springs City Ordinance.13-	It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber,

2-(b) -	wastepaper products, discarded building materials, or any unused abandoned vehicle, or abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.
Winter Springs City Ordinance.13-2-(c) -	The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead, or living plant life; or stagnant water, rubbish, garbage, refuse, debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract or parcel of land within this city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety, or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property, or any other objectionable, unsightly substance or material tending by its existence and/or accumulation to endanger or adversely affect of health, safety, lives, and/or welfare of the citizens of the city, is hereby prohibited and declared to be a public nuisance and unlawful.
Winter Springs City Ordinance-9-374 - Posting Of Numbers	Each building in the corporate limits of the city shall have its assigned building number properly displayed in accordance with the conformity to the requirements of this article, whether or not mail is delivered to such building or property. It shall be the duty of the owners and occupants of each building to post the assigned building number on the property in conformity with this article as follows: (1) The building address number shall be affixed to the building front or facade as defined in section 9-370 or to a separate structure such as both sides of a mailbox, post, wall, fence or other visible and commonly used area in such a manner so as to be clearly visible and legible and without obstruction from the public or private way on which the building fronts. (2) Any numbers which are not clearly visible and legible from the public or private way shall not be used. (3) The numerals shall be of a contrasting color with the immediate background of the building or structure on which such numerals are affixed and shall be not less than three (3) inches in height and one-half inch in width. (4) Numerals shall be made of a durable weather-resistant material permanently affixed to the front of the building or structure.

Professionally,



Code Officer Terri Guerra

Certified Mailing Numbers:
7014 0150 0001 6256 3159

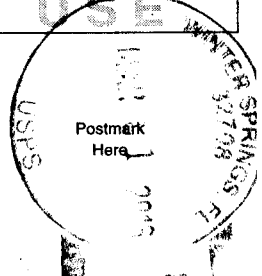
7014 0150 0001 6256 3159

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



NCV 201601000896
 Sent To
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 Street, Apt. No.,
 or PO Box No. 500 E Broward Blvd #5300
 City, State, ZIP+4
 Ft Lauderdale FL 33394

PS Form 3800, August 2006 See Reverse for Instructions



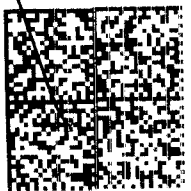
WINTER SPRING

300 North Moss R
Business (407) 327-7999 • Fax (407) 327-0024



328
MAR '16
461

CERTIFIED MAIL™



neopost
045J83050325
\$6.730
03/31/2016
Mailed From 32708
US POSTAGE



RTS Footwear
500 E Broadway Blvd STE 300
Ft Lauderdale F NIXIE
933 AC 2
0104/13/16

Not @ home

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

33394303875

*6674-66243-31-46



**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**

300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652



AFFIDAVIT OF POSTING

**The following properties have been posted with the
NOTICE OF CODE VIOLATION**

3271 N US HWY 17-92
WINTER SPRINGS, FL 32708

City Of Winter Springs Case Number

2016CE000876

Posted on the following date:

May 11, 2016

The undersigned swears and affirms that the property has been posted:

SIGNATURE

OFC TERRI GUERRA

NOTARY SIGNATURE

6-13-16

DATE

STAMP:





**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**



300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652

**NOTICE OF REMEDY OF
A PUBLIC NUISANCE**

CASE #: 2016CE000876

This is notification that the property located at 3271 N US HWY 17-92 WINTER SPRINGS, FL 32708 is in violation of City Ordinance and deemed a public safety and health nuisance. The Code Inspector observed the following:

Violation Description	Violation Comments
WS 13-2(b) Junk & Debris	A pile of used/discarded tires next to the main building.

The owner of record will be notified by certified mail by the United States Postal Service and by notice posted at the violation address.

RACETRAC PETROLEUM INC
500 E BROWARD BLVD STE 2300
FT LAUDERDALE, FL 33394

The City of Winter Springs remedied this violation on May 11, 2016 . The fees associated with the corrective actions are estimated at \$ per violation. If the invoice for such fees is not paid within fifteen (15) days of the invoice date a lien will be imposed against the property which can result in foreclosure on the property.

The owner of record may appeal this violation within fifteen (15) days of this notification date in writing to the code enforcement manager. The appeal must include the address of the location in violation, reason, evidence and argument that the condition does not constitute the public nuisance. If this appeal process is met the City of Winter Springs will not proceed with further action until the case is heard by the City Commission.

Certified Mail Number: 7014 0150 0001 6256 3159, , ,

Municipal Code	Code Text
Winter Springs City Ordinance.13-2-(b) -	It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any unused abandoned vehicle, or abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.


SIGNATURE

OFC Rich McLaren

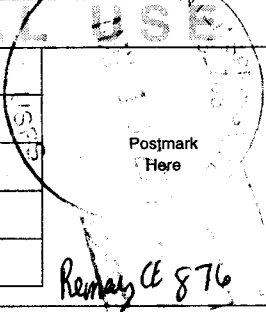
C.A.L.E.A and
State of Florida Accredited Agency

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To *Race track Petroleum*
Street, Apt. No.,
or PO Box No. *500 E Broward Blvd Ste 2300*
City, State, ZIP+4 *Ft Lauderdale, FL 33394*

PS Form 3800, August 2006 See Reverse for Instructions

7014 0150 0001 6256 4347



**CITY OF WINTER SPRINGS, FLORIDA
CODE ENFORCEMENT BOARD**

CODE ENFORCEMENT BOARD,
PETITIONER,
vs.
RESPONDENT

COMPLAINT NO: 2016CE000876

PARCEL OWNER:
RACETRAC PETROLEUM INC
500 E BROWARD BLVD STE 2300
FT LAUDERDALE, FL 33394

NOTICE OF CODE BOARD HEARING

Please take notice that at 5:30 P.M. on June 28, 2016 the Code Enforcement Board will hold a hearing to determine why you should not be found in violation of the City Code as follows. The hearing will be held at the Winter Springs City Hall located at 1126 East State Road 434, Winter Springs, Florida.

Address of Violation: 3271 N US HWY 17-92 WINTER SPRINGS, FL 32708

Property Owner Name: RACETRAC PETROLEUM INC
Property Owner Address: 500 E BROWARD BLVD STE 2300 FT LAUDERDALE, FL 33394

The cited violations are as follows:

IPMC 108.1.1 Unsafe Structure	
IPMC 302.3 Sidewalk & Driveways	
IPMC 304.15 Doors	Glass to front door is broken.
IPMC 304.18 Building Security	Front door glass is broken allow entry.
IPMC 304.2 Protective Treatment	Remove green growth from entire fence area and some parts of the building. There is also paint chipping off light pole and rust
IPMC 304.8 Decorative Features	Former signs are missing panels and are in need of repair.
IPMC 304.9 Overhang Extensions	The main overhang area covering where the gas refueling area was is deteriorating and showing excess amounts of rust in many areas
WS 13-1 General Prohibition	
WS 13-2(b) Junk & Debris	There is a large grey tarp on the ground. A pile of used/discarded tires next to the main building. Trash scattered around parking lot.
WS 13-2(c) Unsanitary / Overgrown	Grass and bushes overgrown. There is a vine growing up onto the roof of the building.
WS 9-374 Posting of Numbers	No visible identification numbers.

If the Code Enforcement Board finds your property in violation of the above referenced City Code (s) you can be fined up to per day for each day the violation continues and you can be charged for the costs that are incurred by the city in prosecuting the case. In the

event violation fines and the costs are not paid within a reasonable time there can be a lien filed against the property in accordance with Florida State Statute Section 162.09.

The hearing is conducted within guidelines of City of Winter Springs Code 2-60 and Florida State Statutes Chapter 162. You may appear in person or by an authorized representative. If you choose to not attend the hearing you can lose your right to present facts in this case. You have the right to present evidence, exhibits, written and oral testimony. The Code Board will subpoena witnesses on your behalf upon written request to the Code Board through the City Of Winter Springs Clerk's Office.

In the event that you appeal the Order of the Code Enforcement Board, you will be required to have an official record of the proceedings. You may, at your own expense, arrange for the official transcript of the testimony and evidence presented at the hearing.

I certify a copy of this document was sent by Certified Mail on 6/13/2016 , posted on the property, and at a government office as per Florida State Statute 162.

Certified Number: 7014 0150 0001 6256 3159 , 7014 0150 0001 6256 4125 , ,

The text of the associated violations, as it appears in the Municipal Code, is stated below:

IPMC.108-1 - Unsafe Structure	An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
IPMC.302-3 - Sidewalks and Driveways	All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
IPMC.304-15 - Doors	All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.
IPMC.304-18 - Building Security	Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
IPMC.304-2 - Protective Treatment	All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decayresistantwoods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
IPMC.304-8 - Decorative Features	All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
IPMC.304-9 - Overhang Extensions	All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
Winter Springs City Ordinance.13-1- -	Nothing may be done on any lot which may become an annoyance or nuisance to the neighborhood. No refuse pile, unsightly objects, or dead, damaged or diseased trees, that may pose a health, welfare and safety threat in the discretion of the city forester or code enforcement manager, shall be allowed to be placed or suffered to remain thereon. In the event the owner shall fail or refuse to keep premises free of refuse piles, unsightly objects or growths, or dead, damaged or diseased trees, then the city, upon reasonable notice to the

	land owner, may enter upon such land and remove the same, or contract with a third party for the removal of the same, at the expense of the owner and such entry shall not be deemed a trespass.
Winter Springs City Ordinance.13-2-(b) -	It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any unused abandoned vehicle, or abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.
Winter Springs City Ordinance.13-2-(c) -	The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead, or living plant life; or stagnant water, rubbish, garbage, refuse, debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract or parcel of land within this city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety, or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property, or any other objectionable, unsightly substance or material tending by its existence and/or accumulation to endanger or adversely affect of health, safety, lives, and/or welfare of the citizens of the city, is hereby prohibited and declared to be a public nuisance and unlawful.
Winter Springs City Ordinance-9-374 - Posting Of Numbers	Each building in the corporate limits of the city shall have its assigned building number properly displayed in accordance with the conformity to the requirements of this article, whether or not mail is delivered to such building or property. It shall be the duty of the owners and occupants of each building to post the assigned building number on the property in conformity with this article as follows: (1) The building address number shall be affixed to the building front or facade as defined in section 9-370 or to a separate structure such as both sides of a mailbox, post, wall, fence or other visible and commonly used area in such a manner so as to be clearly visible and legible and without obstruction from the public or private way on which the building fronts. (2) Any numbers which are not clearly visible and legible from the public or private way shall not be used. (3) The numerals shall be of a contrasting color with the immediate background of the building or structure on which such numerals are affixed and shall be not less than three (3) inches in height and one-half inch in width. (4) Numerals shall be made of a durable weather-resistant material permanently affixed to the front of the building or structure.


SIGNATURE

Inspector

English

Customer Service

USPS Mobile

Register / Sign In



USPS Tracking®



Customer Service >
Have questions? We're here to help.



Get Easy Tracking Updates >
Sign up for My USPS.

Tracking Number: 70140150000162564125

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME

STATUS OF ITEM

LOCATION

June 14, 2016 , 10:04 pm

Departed USPS Facility

ORLANDO, FL 32862

Your item departed our USPS facility in ORLANDO, FL 32862 on June 14, 2016 at 10:04 pm. The item is currently in transit to the destination.

June 14, 2016 , 7:54 pm

Arrived at USPS Facility

ORLANDO, FL 32862

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.



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**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**

300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652



AFFIDAVIT OF POSTING

**The following properties have been posted with the
NOTICE OF CODE BOARD HEARING**

3271 N US HWY 17-92
WINTER SPRINGS, FL 32708

AND

1126 E STATE ROAD 434
WINTER SPRINGS, FL 32708

**City of Winter Springs Case Number
2016CE000876**

Posted on the following date:

June 13, 2016

The undersigned swears and affirms that the property has been posted:



SIGNATURE

OFC TERRI GUERRA



**Valerie A. Riddick
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF901822
Expires 7/21/2019**


NOTARY SIGNATURE


DATE

STAMP:

CODE ENFORCEMENT BOARD AGENDA

ITEM 600

Informational	
Consent	
Public Hearings	X
Regular	

August
Regular Meeting

REQUEST:

The Code Enforcement Board is requested to review this Agenda Item.

VOTE:

BOARD MEMBER KAPROW: AYE

CHAIRPERSON ROERO: AYE

BOARD MEMBER POE: AYE

VICE-CHAIRPERSON CRISWELL: AYE

MOTION CARRIED.

PUBLIC HEARINGS – NEW CASES

504. Code Enforcement Division – Police Department

CASE #2016CE000876

Racetrac Petroleum Inc. Ryan LLC C/O Rick Perez

3271 North US Highway 17-92

Winter Springs, Florida 32708

City Code 9-374. – Posting Of Numbers.

City Code 13-1. – General Prohibition.

City Code 13-2.(b) Junk And Debris

City Code 13-2.(c) Overgrown Yard And Yard Waste

IPMC 108.1.1 Unsafe Structures.

IPMC 301.3 Vacant Structures And Land.

IPMC 302.3 Sidewalk And Driveways.

IPMC 304.15 Doors.

IPMC 304.18 Building Security.

IPMC 304.2 Protective Treatment.

IPMC 304.8 Decorative Features. (Signs)

IPMC 304.9 Overhang Extensions.

Inspector: Code Officer Terri Guerra

First, Code Officer Guerra introduced the Case and submitted into Evidence, “WS-1” the presentation and “WS-2” the Return Receipt.

Code Officer Guerra testified, “On March 28th, 2016 I observed a vacant property, which used to be the old Hess gas station, deteriorating. There are no visible building numbers. The bushes and grass are overgrown. There is yard waste all over property and a tarp with other miscellaneous trash scattered around the property. There is also a pile of used tires next to the main building. The front door glass pane is broken allowing access to the interior of the building. The main overhang area covering, where the gas refueling area was, is deteriorating and showing excess amounts of rust in many areas. The old signs that were used to advertise gas prices are missing panels and are in need of repair or removal. There is black and green growth all over the outside of the building and fence area.

On March 29th, 2016 Notice of Code Violation was sent to owner on record. On April 5th, 2016 the United States Postal Service website advised letter was Undeliverable. On May 11th, 2016 the Notice of Code Violation was Posted at the property due to the letter being returned. Code Officer McLaren removed twelve (12) tires from the property due to concern of mosquitoes breeding in the tires.

Notice of Remedy for tire removal was also Posted on property and mailed to the owner. On June 13th, 2016 a Notice of Code Board Posted at property and mailed Certified and First Class to the owner of property. On June 16th, 2016 the Notice of Code Board was signed for as Received.”

Next, Code Officer Guerra referred to photographs from “WS-1” with additional comments. Code Officer Guerra then stated, “There has been no other contact from owner of the property at this time. I am recommending the owner of property given until July 19th, 2016 to correct the Violations. If Violations are not corrected, a Fine of two hundred and fifty dollars (\$250.00) a day be imposed.”

Senior Attorney Nix clarified that Violation of International Property Maintenance Code 108.1.1 is the Violation being pursued. Comments followed about the history of the property.

Note: The Respondent was not present.

“I MOVE TO FIND THE RESPONDENT IN VIOLATION OF THE CITY CODE AND ORDER THE RESPONDENT BE GIVEN UNTIL JULY 19TH, 2016 TO CORRECT THE VIOLATION. IN THE EVENT THE RESPONDENT FAILS TO COMPLY BY THIS DATE, A FINE IN THE AMOUNT OF TWO HUNDRED AND FIFTY DOLLARS (\$250.00) FOR EACH DAY THE VIOLATION CONTINUES THEREAFTER SHALL BE IMPOSED.” MOTION BY BOARD MEMBER POE. SECONDED BY BOARD MEMBER KAPROW. DISCUSSION.

VOTE:

BOARD MEMBER POE: AYE

VICE-CHAIRPERSON CRISWELL: AYE

BOARD MEMBER KAPROW: AYE

CHAIRPERSON ROERO: AYE

MOTION CARRIED.



**CITY OF WINTER SPRINGS, FLORIDA
CODE ENFORCEMENT BOARD**

CODE ENFORCEMENT BOARD,
PETITIONER,
vs.
RESPONDENT

COMPLAINT NO: 2016CE000876

PARCEL OWNER:
RACETRAC PETROLEUM INC
500 E BROWARD BLVD STE 2300
FT LAUDERDALE, FL 33394

NOTICE OF NON COMPLIANCE HEARING

Please take notice that at 5:30 P.M. on August 23, 2016 the Code Enforcement Board will hold a hearing to determine if the property described below is still in violation after their order was issued on: June 28, 2016.

The hearing will be held at the Winter Springs City Hall located at 1126 East State Road 434, Winter Springs, Florida.

Address of Violation: 3271 N US HWY 17-92 WINTER SPRINGS, FL 32708

Property Owner Name: RACETRAC PETROLEUM INC

Property Owner Address: 500 E BROWARD BLVD STE 2300 FT LAUDERDALE, FL 33394

The cited violations are as follows:

IPMC 108.1.1 Unsafe Structure	
IPMC 302.3 Sidewalk & Driveways	>>enter comment here<<
IPMC 304.15 Doors	Glass to front door is broken.
IPMC 304.18 Building Security	Front door glass is broken allow entry.
IPMC 304.2 Protective Treatment	Remove green growth from entire fence area and some parts of the building. There is also paint chipping off light pole and rust
IPMC 304.8 Decorative Features	Former signs are missing panels and are in need of repair.
IPMC 304.9 Overhang Extensions	The main overhang area covering where the gas refueling area was is deteriorating and showing excess amounts of rust in many areas
WS 13-1 General Prohibition	
WS 13-2(b) Junk & Debris	There is a large grey tarp on the ground. A pile of used/discarded tires next to the main building. Trash scattered around parking lot.
WS 13-2(c) Unsanitary / Overgrown	Grass and bushes overgrown. There is a vine growing up onto the roof of the building.

WS 9-374 Posting of Numbers

No visible identification numbers.

If the Code Enforcement Board finds your property in violation of the above referenced City Code (s) you can be fined up to per day for each day the violation continues and you can be charged for the costs that are incurred by the city in prosecuting the case. In the event violation fines and the costs are not paid within a reasonable time there can be a lien filed against the property in accordance with Florida State Statute Section 162.09.

The hearing is conducted within guidelines of City of Winter Springs Code 2-60 and Florida State Statutes Chapter 162. You may appear in person or by an authorized representative. If you choose to not attend the hearing you can lose your right to present facts in this case. You have the right to present evidence, exhibits, written and oral testimony. The Code Board will subpoena witnesses on your behalf upon written request to the Code Board through the City Of Winter Springs Clerk's Office.

In the event that you appeal the Order of the Code Enforcement Board, you will be required to have an official record of the proceedings. You may, at your own expense, arrange for the official transcript of the testimony and evidence presented at the hearing.

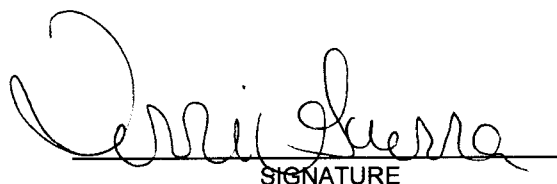
I certify a copy of this document was sent by Certified Mail on 8/8/2016 , posted on the property, and at a government office as per Florida State Statute 162.

Certified Number: 7014 0150 0001 6336 1747 , , ,

The text of the associated violations, as it appears in the Municipal Code, is stated below:

IPMC.108-1 - Unsafe Structure	An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
IPMC.302-3 - Sidewalks and Driveways	All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
IPMC.304-15 - Doors	All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.
IPMC.304-18 - Building Security	Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
IPMC.304-2 - Protective Treatment	All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decayresistantwoods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
IPMC.304-8 - Decorative Features	All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
IPMC.304-9 - Overhang Extensions	All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

<p>Winter Springs City Ordinance.13-1- -</p>	<p>Nothing may be done on any lot which may become an annoyance or nuisance to the neighborhood. No refuse pile, unsightly objects, or dead, damaged or diseased trees, that may pose a health, welfare and safety threat in the discretion of the city forester or code enforcement manager, shall be allowed to be placed or suffered to remain thereon. In the event the owner shall fail or refuse to keep premises free of refuse piles, unsightly objects or growths, or dead, damaged or diseased trees, then the city, upon reasonable notice to the land owner, may enter upon such land and remove the same, or contract with a third party for the removal of the same, at the expense of the owner and such entry shall not be deemed a trespass.</p>
<p>Winter Springs City Ordinance.13-2-(b) -</p>	<p>It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any unused abandoned vehicle, or abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.</p>
<p>Winter Springs City Ordinance.13-2-(c) -</p>	<p>The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead, or living plant life; or stagnant water, rubbish, garbage, refuse, debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract or parcel of land within this city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety, or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property, or any other objectionable, unsightly substance or material tending by its existence and/or accumulation to endanger or adversely affect of health, safety, lives, and/or welfare of the citizens of the city, is hereby prohibited and declared to be a public nuisance and unlawful.</p>
<p>Winter Springs City Ordinance-9-374 - Posting Of Numbers</p>	<p>Each building in the corporate limits of the city shall have its assigned building number properly displayed in accordance with the conformity to the requirements of this article, whether or not mail is delivered to such building or property. It shall be the duty of the owners and occupants of each building to post the assigned building number on the property in conformity with this article as follows: (1) The building address number shall be affixed to the building front or facade as defined in section 9-370 or to a separate structure such as both sides of a mailbox, post, wall, fence or other visible and commonly used area in such a manner so as to be clearly visible and legible and without obstruction from the public or private way on which the building fronts. (2) Any numbers which are not clearly visible and legible from the public or private way shall not be used. (3) The numerals shall be of a contrasting color with the immediate background of the building or structure on which such numerals are affixed and shall be not less than three (3) inches in height and one-half inch in width. (4) Numerals shall be made of a durable weather-resistant material permanently affixed to the front of the building or structure.</p>


SIGNATURE

OFC TERRI GUERRA



**WINTER SPRINGS POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION**



300 North Moss Road - Winter Springs, FL 32708
Business (407) 327-1000 - Fax (407) 327-6652

**AFFIDAVIT OF NON-COMPLIANCE WITH ORDER OF
WINTER SPRINGS CODE ENFORCEMENT BOARD**

August 9, 2016

RACETRAC PETROLEUM INC , , ,

OFC TERRI GUERRA, has re-inspected the property at 3271 N US HWY 17-92 WINTER SPRINGS, FL 32708 on August 9, 2016.

The property has been found to be in non-compliance with the City of Winter Springs Code Board Order that was issued at the meeting held on: June 28, 2016.

The violations listed on the City of Winter Springs Code Board Order are as follows:

IPMC 108.1.1 Unsafe Structure	
IPMC 302.3 Sidewalk & Driveways	>>enter comment here<<
IPMC 304.15 Doors	Glass to front door is broken.
IPMC 304.18 Building Security	Front door glass is broken allow entry.
IPMC 304.2 Protective Treatment	Remove green growth from entire fence area and some parts of the building. There is also paint chipping off light pole and rust
IPMC 304.8 Decorative Features	Former signs are missing panels and are in need of repair.
IPMC 304.9 Overhang Extensions	The main overhang area covering where the gas refueling area was is deteriorating and showing excess amounts of rust in many areas
WS 13-1 General Prohibition	
WS 13-2(b) Junk & Debris	There is a large grey tarp on the ground. A pile of used/discarded tires next to the main building. Trash scattered around parking lot.
WS 13-2(c) Unsanitary / Overgrown	Grass and bushes overgrown. There is a vine growing up onto the roof of the building.
WS 9-374 Posting of Numbers	No visible identification numbers.

TERRI GUERRA
SIGNATURE

8/9/16
DATE

OFC TERRI GUERRA



Valerie A. Riddick
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF901822
Expires 7/21/2019

Valerie A. Riddick
SIGNATURE OF NOTARY

8/10/16
DATE

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Postal Product:

Features:
Certified Mail™

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LOCATION

August 12, 2016 , 11:18 am

Delivered, Front Desk/Reception

FORT LAUDERDALE, FL 33301

Your item was delivered to the front desk or reception area at 11:18 am on August 12, 2016 in FORT LAUDERDALE, FL 33301.

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CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
TELEPHONE: (407) 327-1800
FACSIMILE: (407) 327-4753
WEBSITE: www.winterspringsfl.org

CODE ENFORCEMENT BOARD

THE CITY OF WINTER SPRINGS,
A Florida municipal corporation,

Case #2016CE000876

Complainant,

v.

Racetrac Petroleum Inc. Ryan LLC C/O Rick Perez
Owner of the Property located at:
3271 North US Highway 17-92
Longwood, Florida 32750
Parcel: 22-20-30-300-0290-0000

Respondent,

**FINDINGS OF FACT, CONCLUSIONS OF LAW
AND ORDER (FIRST VIOLATION)**

THIS CAUSE having come on for consideration, after being duly noticed, before the Code Enforcement Board of the City of Winter Springs, Florida, on June 28, 2016 to determine whether any violations of the City of Winter Springs Code of Ordinances (“City Code”) exist or existed on the Property. The Board, having heard the arguments of the parties and the evidence and testimony presented, and having reviewed the record and being otherwise fully advised, issues the following Findings of Fact and Conclusions of Law which are incorporated into this Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds:

1. That Respondent was provided a Notice of Violation in accordance with Section 2-59 of the City Code and consistent with sections 162.06 and 162.12, Florida Statutes;
2. That a violation of Section(s) 9-374. – Posting Of Numbers., 13-1. – General Prohibition., 13-2.(b) Junk And Debris, and 13-2.(c) Unsanitary / Overgrown of the City Code and 108.1.1 Unsafe Structures., 301.3 Vacant Structures And Land., 302.3 Sidewalk And Driveways., 304.15 Doors., 304.18 Building Security., 304.2 Protective Treatment., 304.8 Decorative Features. (Signs), 304.9 Overhang Extensions. of the International Property Maintenance Code exists or existed

upon the Property and that Respondent was further provided a reasonable time to correct said violation(s);

3. That Respondent either failed or refused to correct such violation(s) within the reasonable time period provided in the Notice of Violation;

4. That the Respondent was provided Notice of Hearing before the Code Enforcement Board, in accordance with the City Code and consistent with sections 162.06 and 162.12, Florida Statutes and was not present at the hearing;

5. That based on the testimony and evidence presented, Respondent has violated the City Code, to wit: 9-374. – Posting Of Numbers., 13-1. – General Prohibition., 13-2.(b) Junk And Debris, 13-2.(c) Unsanitary / Overgrown of the City Code and 108.1.1 Unsafe Structures., 301.3 Vacant Structures And Land., 302.3 Sidewalk And Driveways., 304.15 Doors., 304.18 Building Security., 304.2 Protective Treatment., 304.8 Decorative Features. (Signs), 304.9 Overhang Extensions. of the International Property Maintenance Code;

6. That said violation(s) exist(s) or existed within the City of Winter Springs and that such constitute(s) violation(s) of the City of Winter Springs Code of Ordinances.

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS, IT IS HEREBY ORDERED:

1. Respondent be given until July 19, 2016 to correct the violation(s) of the City Code on the Property;

2. If Respondent fails to correct the violation(s) within the time period set forth herein, the Code Enforcement Officer shall schedule a compliance hearing before the Code Enforcement Board and Respondent shall be duly noticed and given an opportunity to appear and present evidence as to the status of the violation(s) on the Property. Upon a finding by the Code Enforcement Board that the Property remains in violation, a fine will be entered in the amount of **TWO HUNDRED AND FIFTY DOLLARS** (\$250.00) per day until the violation(s) come(s) into compliance. Respondent shall be responsible to provide notice of such violation(s) being corrected to the Code Enforcement Officer. Upon such confirmation, the Code Enforcement Officer shall promptly file a Notice of Compliance;

3. If Respondent fails to correct any and all violations on the property within the time period prescribed herein, the Clerk of the Code Enforcement Board shall be directed to record a certified copy of this Order in the public records for Seminole County, Florida, which shall serve as a lien against the Property and any other real or personal property owned by the Respondent;

4. Any and all future recurrence(s) of any violation(s) addressed herein, after same have been corrected, shall necessitate further proceedings before the Board. While the Code Enforcement Officer shall give Respondent notice of the repeat violation, the Code Enforcement Officer is not required to provide Respondent(s) a reasonable time to correct such repeat violation(s). The Board, upon finding such repeat violation(s) exist(s), may impose a fine not to exceed Five Hundred Dollars (\$500.00) for each day the repeat violation continues, beginning with the date the repeat violation is

found to have occurred by the Code Enforcement Officer.

5. The Code Enforcement Board hereby reserves the right to take further necessary action against the Respondent(s) to enforce this Order and correct any violation(s) on Respondent's property, in accordance with Section 162.09, Florida Statutes, and City of Winter Springs Code, Chapter 2, Article

DONE AND ORDERED at Winter Springs, Florida, this 8 day of July, 2016, *nunc pro tunc* to June 28, 2016.

CODE ENFORCEMENT BOARD OF THE
CITY OF WINTER SPRINGS, FLORIDA



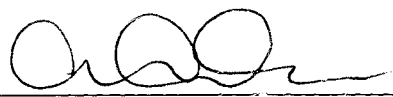
Gregg Roero, Chairperson

Copies furnished to:

CERTIFIED MAIL 7015 6040 0000 0518 4456

Racetrac Petroleum Inc. Ryan LLC C/O Rick Perez, Respondent
500 East Broward Boulevard, Suite 2300
Ft. Lauderdale, Florida 33394, Case File #2016CE000876

I hereby certify that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order (First Violation) has been furnished by certified mail to the Respondent(s) and/or Respondent's authorized representative on this 8 day of July, 2016.



Antonia Della Donna, Board Secretary

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07904 Pgs 1130 - 1132; (3pgs)
CLERK'S # 2012140583
RECORDED 11/21/2012 02:25:08 PM
DEED DOC TAX 7,000.00
RECORDING FEES 27.00
RECORDED BY T Smith

*This instrument prepared by and after
Recording return to:*
Philip F. West, Esq.
Corporate Counsel
Racetrac Petroleum, Inc.
3225 Cumberland Blvd., Ste. 100
Atlanta, GA 30339

This space reserved for Recorder's use only.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 26th day of October, 2012, by **SHORECREST ACQUISITIONS, LLC**, a Florida limited liability company, having its principal place of business at 3361 Rouse Road, Suite 235, Orlando, FL 32817 (hereinafter referred to as "**Grantor**"), in favor of **RACETRAC PETROLEUM, INC.**, a Georgia corporation, having its principal place of business at 3225 Cumberland Boulevard, Suite 100, Atlanta, Georgia 30339 (hereinafter referred to as the "**Grantee**").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, convey, remise, release and transfer unto the Grantee all that certain land situate in Seminole County, Florida, more fully described as follows (the "**Property**"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, easements, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of GRANTEE forever in FEE SIMPLE.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby warrants the title to the Property subject to all interests, leaseholds, easements, encumbrances, liens, defects and special assessments of record and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but to no other.

(Signature page follows)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name by its proper officers duly authorized, as of the day and year first above written.

GRANTOR:

SIGNED IN THE PRESENCE OF:

**SHORECREST ACQUISITIONS, LLC, a
Florida limited liability company**

[Signature]
Print Name: Stefanie Lollis

[Signature]
Print Name: Andrea Merkel

By: *[Signature]*
Name: Stephen J. DeWitt
Title: Manager

STATE OF FLORIDA)
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 20th day of October, 2012 by STEPHEN J. DEWITT, Manager of SHORECREST ACQUISITIONS, LLC, a Florida limited liability company. He is personally known to me or has produced driver's license as identification.

[Signature]
Print Name: Stefanie Lollis
NOTARY PUBLIC
My Commission Expires: _____
[Notary Seal or Stamp]

Tax Parcel No.: 222030-300-0290-00000 and 222030-300-0300-0000



Exhibit "A"

Legal Description

Parcel 1:

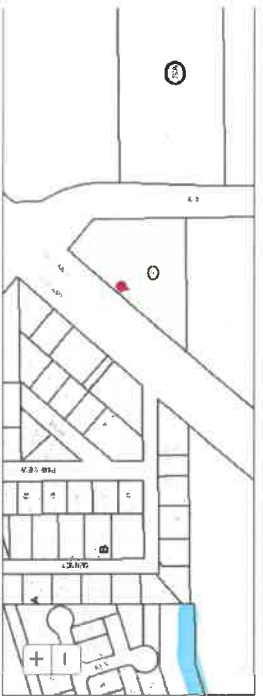
Begin 100.0 feet North and 130.0 feet West of the S.E. corner of the N.E. 1/4 of the SW 1/4 of the SW 1/4 of Section 22, Township 20 South, Range 30 East; thence run N. 89°53'40" W, 80.31 feet; thence run N 49°57'37" W., 134.44 feet to the Easterly right-of-way line of U.S. Highway 17-92; thence run N. 41°22'24" W., with said Easterly right-of-way line, 276.43 feet; thence run S. 48°41'51" E., 75.96 feet; thence run S. 48°20'42" E., 57.52 feet; thence run South 50.81 feet; thence run N. 90°00'00" W., 101.06 feet; thence run S. 00°34'43" E., 154.91 feet to the Point of Beginning;

As modified by Quit Claim Deed recorded December 21, 1990 in Official Records Book 2251, Page 795; that Corrective Quit Claim Deed recorded March 22, 1991 in Official Records Book 2276, Page 1279 and that Quit Claim Deed recorded March 9, 1994 in Official Records Book 2739, Page 1570, Public Records of Seminole County, Florida.

Parcel 2:

Begin 30 feet West and 100 feet North of the Southeast corner of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 22, Township 20 South, Range 30 East, run North 155.5 feet, along the West right of way line of Sanford Oviedo Road, thence West 100 feet, thence South 155.5 feet, thence East 100 feet to the Point of Beginning, lying in Seminole County, Florida.

Parcel Information



Parcel
 22-20-30-300-0250-0000
Property Address
 RACETRAC PETROLEUM INC
 3271 N US HWY 17-92 LONGWOOD FL 32750
 PO BOX 2437
 SMYRNA, GA 30081-2437
Subdivision Name
 W1-WINTER SPRINGS
Tax District
 2601-GAS ONLY/CONVENIENCE STORE W/GAS
DOR Use Code
 None - Apply For Homestead, Oplate
Exemptions
 No - Additional Information
Agricultural Classification
 No - Additional Information

[Show Map](#)
[Footprint](#)
[Show View](#)
[Data Map](#)
[Print Property w/Footprint](#)

Sales

Description	Date	Amount	Use/Type	Book	Page	Quality
SPECIAL WARRANTY DEED	10/1/2012	\$1,000,000	Improved	22904	1127	Yes
QUIT CLAIM DEED	10/1/2012	\$100	Improved	4811	1554	No
SPECIAL WARRANTY DEED	10/1/2012	\$1,000,000	Improved	29888	1552	Yes
QUIT CLAIM DEED	10/1/2012	\$100	Improved	07904	1126	No
WARRANTY DEED	5/1/1989	\$600,000	Improved	07052	1558	No
QUIT CLAIM DEED	2/1/1988	\$100	Improved	01932	1222	No
QUIT CLAIM DEED	2/1/1988	\$100	Improved	01930	1226	No
WARRANTY DEED	12/1/1979	\$35,000	Improved	01262	1022	Yes
WARRANTY DEED	12/1/1979	\$100	Improved	01260	1030	No

2016 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P14841

Entity Name: RACETRAC PETROLEUM, INC.

Current Principal Place of Business:

3225 CUMBERLAND BLVD.
STE 100
ATLANTA, GA 30339

Current Mailing Address:

3225 CUMBERLAND BLVD.
STE 100
ATLANTA, GA 30339 US

FEI Number: 63-0642959

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title	DIRECTOR	Title	SECRETARY, DIRECTOR
Name	LENKER, MAX V	Name	BOLCH, SUSAN BASS
Address	P O BOX 614010	Address	1250 SPYGLASS LANE
City-State-Zip:	WATERSOUND FL 32461	City-State-Zip:	NAPLES FL 34102
Title	CFO, ASST. SECRETARY, DIRECTOR	Title	PRESIDENT
Name	DUMBACHER, ROBERT	Name	MILAM, BILL
Address	3225 CUMBERLAND BLVD, STE 100	Address	3225 CUMBERLAND BLVD, STE 100
City-State-Zip:	ATLANTA GA 30339	City-State-Zip:	ATLANTA GA 30339
Title	CHAIRMAN, DIRECTOR	Title	GEO, ASST. SECRETARY, DIRECTOR
Name	BOLCH, CARL JR	Name	MORAN, ALLISON BOLCH
Address	1250 SPYGLASS LANE	Address	3225 CUMBERLAND BLVD, STE 100
City-State-Zip:	NAPLES FL 34102	City-State-Zip:	ATLANTA GA 30339
Title	ASST. SECRETARY, VP	Title	DIRECTOR
Name	AKERS, JOSEPH H	Name	MORHOUSE, NATALIE BOLCH
Address	3225 CUMBERLAND BLVD, STE 100	Address	3225 CUMBERLAND BLVD, STE 100
City-State-Zip:	ATLANTA GA 30339	City-State-Zip:	ATLANTA GA 30339

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT J DUMBACHER

CFO

04/18/2016

Electronic Signature of Signing Officer/Director Detail Date

Officer/Director Detail Continued :

Title DIRECTOR
Name ISBILL, MELANIE BOLCH
Address 3225 CUMBERLAND BLVD.
STE 100
City-State-Zip: ATLANTA GA 30339

Title OTHER, VICE PRESIDENT OF REAL ESTATE &
ENGINEERING
Name THORNTON, BRIAN
Address 3225 CUMBERLAND BLVD.
STE 100
City-State-Zip: ATLANTA GA 30339

Title DIRECTOR
Name BOLCH, JORDAN B
Address 3225 CUMBERLAND BLVD.
STE 100
City-State-Zip: ATLANTA GA 30339

Title OTHER, VICE PRESIDENT OF
CATEGORY MGT
Name POSENER, ROBBY
Address 3225 CUMBERLAND BLVD.
STE 100
City-State-Zip: ATLANTA GA 30339

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Handwritten signature

To:

Division of Corporations
Fax Number : (850)617-6380

R. WHITE
JAN 23 2018

From:

Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)694-1639

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**REGISTERED AGENT CHANGE
RACETRAC PETROLEUM, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	02
Estimated Charge	\$35.00

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18 JAN 22 PM 4:47

Division of Corporations

18 JAN 22 AM 9:27

H18000025728

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR CORPORATIONS

- 1. The name of the corporation is: RACETRAC PETROLEUM, INC.
- 2. The principal office address: 200 GALLERIA PARKWAY SE, SUITE 900
ATLANTA GA 30339
- 3. The mailing address (if different): 200 GALLERIA PARKWAY SE, SUITE 900
ATLANTA GA 30339
- 4. Date of incorporation/qualification: 6/15/1987 Document Number: P14841
- 5. The name and street address of the current registered agent and registered office on file with the Florida Department of State:

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION FL 33324

- 6. The name and street address of the new registered agent (if changed) and /or registered office (if changed):
Corporate Creations Network Inc.
11380 Prosperity Farms Road #221E
(P.O. Box Not acceptable)
Palm Beach Gardens FL 33410

18 JAN 22 AM 9:27
 FILED

The street address of its registered office and the street address of the business office of its registered agent, as changed will be identical.

Such change was authorized by resolution duly adopted by its board of directors or by an officer so authorized by the board, or the corporation has been notified in writing of the change.



(Signature of an officer or director)

by Lauren Vadney as attorney-in-fact

(Printed or Typed name and title)

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent. Or, if this document is being filed merely to reflect a change in the registered office address, I hereby confirm that the corporation has been notified in writing of this change.



(Signature of Registered Agent)

 01/22/2018
(Date)

If signing on behalf of an entity:
Lauren Vadney, Special Secretary
(Typed or Printed Name)

MAKE CHECKS PAYABLE TO FLORIDA DEPARTMENT OF STATE
 MAIL TO: DIVISION OF CORPORATIONS, P.O. BOX 6327, TALLAHASSEE, FL 32314

Corporate Creations International Inc.
 11380 Prosperity Farms Road #221E
 Palm Beach Gardens FL 33410
 (561) 694-8107

H18000025728



REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

General Discussion on Action for Resolution No. 2021-09

SUMMARY

General discussion on action related to Resolution No. 2021-09 and Section 4.11 of the City Charter, City Commission Investigation Proceeding Related to the City's Existing Consumptive Use Permits Issued by St. Johns River Water Management District and the MultiPhase Expansion of the City's Reclaimed Augmentation Plant at Lake Jesup and Related Distribution System.

RECOMMENDATION

Staff recommends City Commission to engage in general discussion on Resolution No. 2021-09 and direct staff accordingly.



REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | SEPTEMBER 27, 2021 REGULAR MEETING

TITLE

Appointment Opportunities for City Boards and Committees

SUMMARY

The City Clerk Department wishes to inform the City Commission of the following vacancies:

Per Section 2-41(e) of the City Code, "If any commissioner fails to appoint a member within thirty (30) days after a vacancy occurs or a term expires, that seat shall be filled by a majority vote of the commission."

CURRENT VACANCIES:

- **Youth Council**
 - Mayor - Two (2) appointments remaining
 - Seat One - One (1) appointment remaining

UPCOMING VACANCIES

The Districting Commission will soon be actively accepting applications - Each Commissioner appoints one (1) member from their district and the Mayor appoints two (2) members from the City At-Large.

RECOMMENDATION

Staff recommends the City Commission make any appointments they deem pertinent.