

## Resolution No. 3178

**A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.**

**Whereas**, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2023 and terminating on September 30, 2024 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

**Whereas**, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

**Whereas**, from time-to-time circumstances and events may require that the original City budget may need revision; and

**Whereas**, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

**Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:**

### **Section 1. Adoption of Budget Amendment.**

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2023 and terminating on September 30, 2024 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2023 and

terminating on September 30, 2024 shall remain in full force and effect.

**Section 2. Implementing administrative actions.**

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

**Section 3. Savings.**

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

**Section 4. Conflicts.**

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**Section 6. Effective Date.**

This Resolution shall become effective immediately upon enactment.

Passed and adopted this 13<sup>th</sup> day of November, 2023.


Attest:

City Commission of the City of  
Sanford



Traci Houchin, MMC, FCRM  
City Clerk



  
Art Woodruff, Mayor

For use and reliance of the Sanford  
City Commission only.  
Approved as to form and legality.



William Colbert, City Attorney

# ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2023  
Department: Fire

Division: Operations

11/13/2023

**CHANGES IN REVENUES**

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Balance	Change	Unrealized
323	0000	389	98	00	FDST40 Use of Reserves	\$ -	\$ -	\$ 23,160	23,160
<b>TOTAL CHANGES IN REVENUES</b>								<b>\$ 23,160</b>	

**CHANGES IN EXPENDITURES**

EXPENDITURE ACCOUNT NUMBER						Current	Current	Amount of	Remaining	
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Expenditure Account Title	Budget	Balance	Change	Balance
323	3001	522	62	00	FDST40	Fire Control - Buildings	\$ -	(23,892)	23,160	23,160
<b>TOTAL CHANGES IN EXPENDITURES</b>								<b>\$ 23,160</b>		

REASON FOR AMENDMENT: To fund ST40 Property Perimeter Fence

DIRECTOR APPROVAL: *Rc* DATE: \_\_\_\_\_

FINANCE APPROVAL: *Cynthia Hindray* DATE: 10/30/23

CITY MANAGER APPROVAL: *Craig M. Pagan* DATE: \_\_\_\_\_

CITY COMMISSION AGENDA DATE: Nov. 13, 2023 APPROVED Y

**FOR FINANCE USE**

Entry Date: \_\_\_\_\_ Batch Number: \_\_\_\_\_ Document #: BA-110



All-Rite Fence Services, LLC.  
5115 Old Winter Garden Rd.  
Orlando FL 32811  
407-295-7093

# Proposal

Quote # : 30438

Date: 10/24/2023

To: City of Sanford  
P.O. Box 1788  
Sanford FL 32772

Project: Orlando Sanford Aiport

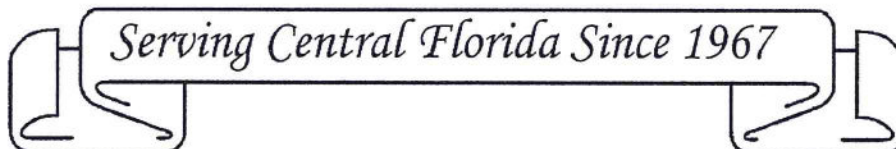
Attn: Robert Beall

Description	Amount
Furnish and install 604 LF of 6' high galvanized chain link fence with barbed wire/ brace and truss all materials to comply with Orlando Sanford International Airport fence specs. Remove and dispose of 604 LF of existing chain link fence.	
General Labor	\$3,600.00
Skilled Labor	\$4,500.00
Supervisor	\$5,400.00
Materials \$0.00 x 10%	\$8,784.72
Skid Steer	\$875.00

This proposal is valid for 30 days. Please contact your salesperson to proceed with work.

Salesperson: Bill Earls  
billy@allritefence.com

Non-Taxable Amount:	\$23,159.72
Taxable Amount:	\$0.00
Sales Tax:	\$0.00
<b>Quote Total</b>	<b>\$23,159.72</b>



**All-Rite Fence Services, Inc. Piggyback Contract (PBA 20/21-57)(School District Of Orange County, Florida); Fencing - Furnish And Install**

The City of Sanford ("City") hereby enters on the date of the City's execution below, this "Piggyback" Contract with All-Rite Fence Services, Inc., a Florida corporation, (hereinafter referred to as the "Vendor"), whose principal and mailing address is 5115 Old Winter Garden Road, Orlando, Florida 32811, under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

(1). The Purchasing Policy for the City of Sanford allows 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 Vendor has entered a contract with the School District of Orange County, Florida, said contract, which is currently in effect, being identified as "ITB1911353 - Fencing Furnish and Install" in order for the Vendor to provide all goods and services relating to the furnishing and installation of fencing as needed by the City (said original contract being referred to as the "original government contract").

(2). The original government contract documents are incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with the Vendor in accordance with City policies and procedures for particular goods and services to be provided by the Vendor to the City under the same pricing for the City's activities and materials as may be agreed to and directed by the City.

(3). Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City, as follows:

(a). Time Period ("Term") of this Contract: (state N/A if this is not applicable).  
N/A.

(b). Insurance Requirements of this Contract: (state N/A if this is not applicable). N/A.

(c). Any other provisions of the original government contract that will be modified: (state N/A if this is not applicable). N/A.

(d). Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, the Vendor agrees that he/she/it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue; Sanford, Florida 32771. The City Manager's designated representative for this Contract is Marisol Ordoñez, Purchasing Manager, Finance-Purchasing Division, 300 North Park Avenue; Sanford, Florida 32771, telephone number (407) 688-5028 and whose e-mail address is [Marisol.ordonez@sanfordfl.gov](mailto:Marisol.ordonez@sanfordfl.gov).

(e). Notwithstanding anything in the original government contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The law of Florida shall control any dispute between the parties

arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.

(f). Notwithstanding any other provision in the original government contract to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

(g). All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.

(h).

**(I). IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, MMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCHIN@SANFORDFL.GOV.**

(II). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the Vendor must:



(A). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(III). If the Vendor does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

(IV). Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.

(I). All other provisions in the original government contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

(j). The Vendor shall afford "Most Favored Nation" pricing to the City and, to the extent necessary for the City to comply with controlling law or the conditions of grants or funding from other governmental agencies or entities, agree to contract terms and conditions required from or by said grants or funding sources. The Vendor agrees to perform consistent with those provisions of controlling law as if mandatory contractual provisions of grantor agencies or entities were a part of this Agreement.


(k). The Vendor, in the event of any ambiguity in the contractual relationship between the Vendor and the City, shall comply with all "Standard Contractual Terms and Conditions", as provided on the City's website, which website; which can be reached and accessed, as well as said terms and conditions reviewed, at: (<https://www.sanfordfl.gov/departments/finance/purchasing/contract-terms-and-conditions> or [www.SanfordFL.gov](http://www.SanfordFL.gov)).

Entered this ~~2<sup>nd</sup>~~ <sup>September</sup> day of August, 2021.

**SIGNATURE BLOCKS FOLLOW:**

Attest:

**ALL-RITE FENCE SERVICES, INC., a  
Florida corporation.**



Steven D. Glidewell  
Secretary/Treasurer  
Authorized Signatory Of Entity

By: 

David R. Glidewell  
President  
Authorized Signatory Of Entity

**ADDITIONA SIGNATURE BLOCK FOLLOWS:**

Attest:

City Of Sanford

Traci Houchin, MMC, FCRM  
Traci Houchin, MMC, FCRM  
City Clerk

By: [Signature]  
Art Woodruff  
Mayor

Date: 9-20-21



Approved as to form and legal sufficiency

[Signature]  
William L. Colbert  
City Attorney

Lonnie N. Groot EXHIBIT FOLLOWS:  
ACA

**Exhibit "A"**

[Attach original government contract]



CITY OF  
**SANFORD**  
FLORIDA



APPROVED

WS	__	RM	<u>X</u>
Item No.	<u>809</u>		

**CITY COMMISSION MEMORANDUM 23-221  
NOVEMBER 13, 2023 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**PREPARED BY:** Ronnie McNeil, Fire Chief, CFO  
**SUBMITTED BY:** Norton N. Bonaparte, Jr., ICMA-CM, City Manager  
**SUBJECT:** Sire Station 40 Property Fence Removal and Reinstallation, Budget Amendment; Resolution No. 3178

**STRATEGIC PRIORITIES:**

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

**SYNOPSIS:**

Approval of Resolution No. 3178, amending the budget in the amount of \$23,160 to remove a portion of the existing fence and reinstall a new fence at the west and north border of the Fire Station 40 location on the Orlando Sanford International Airport property is requested.

**FISCAL/STAFFING STATEMENT:**

Funding in the amount of \$23,160 is requested from bond proceeds for removal and reinstallation of fence on the property boundary of the new Fire Station 40 site.

**BACKGROUND:**

The location site for the new Fire Station 40 is located on Orlando Sanford International Airport property and is inside their perimeter fence. The intent is for Fire Station 40 to be outside of the Airport's perimeter fence and security requirements.

All-Rite Fence Services, Inc. has submitted a proposal in the amount of \$23,160 for the removal of a portion of the existing fence on the southeast corner and installation of a perimeter fence on the west and north property boundaries of the new ST40 location site. City of Sanford contract PBA 20/21-57 with All-Rite Fence Services, LLC piggybacks School District of Orange County, Florida contract ITB1911353 which is consistent with the City's Purchasing Policies and Procedures.

**LEGAL REVIEW:**

No legal review is requested of the City Attorney.

**RECOMMENDATION:**

City Staff recommends that the City Commission approve Resolution No. 3178, to amend the budget and approve the procurement of fencing to All-Rite Fence Services, Inc. in the amount of \$23,160.

**SUGGESTED MOTION:**

“I move to approve Resolution No. 3178, to amend the budget and approve the procurement of fencing to All-Rite Fence Services, Inc. in the amount of \$23,160.”

Attachments: Budget Amendment Resolution No. 3178  
All-Rite Fence Services, LLC. Proposal #30436  
City PBA 20/21-57