

Resolution No. 2024-3229

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All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.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 25th day of March, 2024.

Attest:


City Commission of the City of
Sanford


Traci Houchin, MMC, FORM
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 23/24
Department: Development Services

Division: Building Division

3/13/2024

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Balance	Change	Unrealized
135	0000	389	98	00	Building Reserve			\$ 19,000	
TOTAL CHANGES IN REVENUES								<u>\$ 19,000</u>	

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
135	1114	524	34	00		Other Contractual Services	\$ 343,219	52,392	19,000	
TOTAL CHANGES IN EXPENDITURES								<u>\$ 19,000</u>		

REASON FOR AMENDMENT: to pay for the continued services from CPH Breezeway Remodel Project (parking lot) and cover negative balance

DIRECTOR APPROVAL: [Signature] DATE: 3/13/24
 FINANCE APPROVAL: [Signature] DATE: 3/13/24
 CITY MANAGER APPROVAL: [Signature] DATE: 3/13/24
 CITY COMMISSION AGENDA DATE: 3/25/24 APPROVED [Signature]

FOR FINANCE USE

Entry Date: _____ Batch Number: _____ Document #: _____



WS _ RM X
Item No. 8.J

**CITY COMMISSION MEMORANDUM 24-035
JANUARY 22, 2024 AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Angela Adkins, Administrative Support Supervisor Development Services
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Request for Increase of Purchase Order; Resolution No. 3205

STRATEGIC PRIORITIES:

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

SYNOPSIS:

Approve Resolution No. 3205, to amend the Building Department fund to increase Purchase Order #38421, to CPH, Inc., in the amount of \$36,610 is requested.

FISCAL/STAFFING STATEMENT:

The increase of \$36,610 to Purchase Order #38421 will bring the total amount to \$146,625. Funds are available from the Building Reserve Division.

BACKGROUND:

Purchase Order #38421 was issued to CPH, Inc., for the Building Breezeway Project. The City has practiced an “Open for Business” philosophy for many years to foster new business growth and an enhanced friendly customer service. In order to accomplish these goals, the Building Division is in need of more space to maintain the “day-to-day” level of service necessary to serve the needs of the City. The increase in the City’s population and corresponding development coupled with changing laws and pro-development posture have necessitated an increase in staffing. This construction will facilitate the expansion of services creating a more positive customer experience and allow old space to be re-purposed for other expanding departments.

LEGAL REVIEW:

No legal review requested of the City Attorney.

RECOMMENDATION:

It is staff’s recommendation that the City Commission approve Resolution No. 3205, to amend the Building Department in the amount of, \$36,610 to increase Purchase Order #38421 for additional engineering services for the Building Breezeway Project.

SUGGESTED MOTION:

“I move to approve Resolution No. 3205 and to increase CPH, Inc. Purchase Order #38421.”

Attachments: Budget Amendment Resolution No. 3205
Attachment “A”

Resolution No. 3205

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.

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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.

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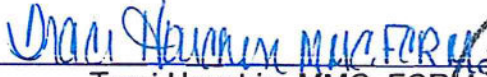
Section 6. Effective Date.

This Resolution shall become effective immediately upon enactment.

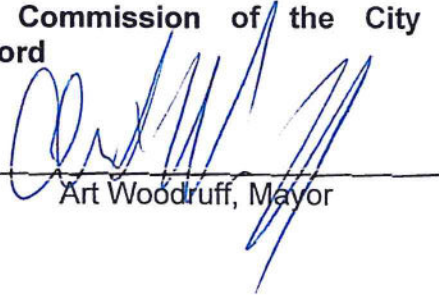
Passed and adopted this 22nd day of January, 2023.

Attest:


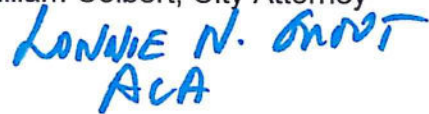
City Commission of the City of
Sanford


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

Lonnie N. Snow
ACA

REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2024

Department: Development Svcs

Division: Building

Date: 1/11/2024

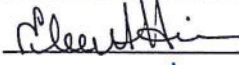
CHANGES IN REVENUES

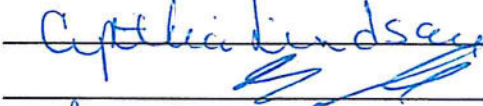
REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Unrealized (Budget)	Change	Unrealized
135	0000	389	98	00	Building reserve	\$ 46,045	\$ 46,045	\$ 59,436	\$ 105,481
TOTAL CHANGES IN REVENUES								\$ 59,436	


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
135	1114	524	34	00		Other Contractual Services	\$ 283,783	\$ (5,786)	\$ 59,436	\$ 53,650
TOTAL CHANGES IN EXPENDITURES								\$ 59,436		

REASON FOR AMENDMENT: To pay for the continued Services for CPH Breezeway project and cover negative balance

DIRECTOR APPROVAL:  **DATE:** 1/11/2024

FINANCE APPROVAL:  **DATE:** 1/11/24

CITY MANAGER APPROVAL:  **DATE:** 1/23/2024

CITY COMMISSION AGENDA DATE: Jan 22, 2024 **APPROVED?** Y

FOR FINANCE USE

Entry Date: 01/25/2024 Batch Number: 1847 Document #: BA 04-113
CCM# 24-035
RES# 3205

GROUP NUMBER : 01847 CPH BREEZEWY PROJ NEG BAL
 GROUP USER : ANDRYSHAKC Andryshak, Cynthia - FIN

TRANS NO	TRANS DATE	DOCUMENT	ACCOUNT NUMBER	DESCRIPTION 1	PROJECT	BUDGET AMOUNT	ORIG(Y/N)
DESCRIPTION 2	TYPE						
0000100	01/23/2024	BA 04-113	135-0000-389.98-00	CPH BREEZEWY PRJ - NEG BAL		59,436.00	
CCM# 24-035 / RES# 3205							
0000200	01/23/2024	BA 04-113	135-1114-524.34-00	CPH BREEZEWY PRJ - NEG BAL		59,436.00	
CCM# 24-035 / RES# 3205							

TOTALS: AMOUNT CALCULATED AMOUNT ENTERED DIFFERENCE
 COUNT: 2 2
 AMOUNT: 118,872.00 118,872.00

Signature: *Peter J Staffieri*
Peter J. Staffieri, Jan 25, 2024 1:00:51 PM
 Email: peter.staffieri@sanfordfl.gov



CITY COMMISSION MEMORANDUM 24-090
MARCH 25, 2024 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Angela Adkins, Administrative Support Supervisor Development Services
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Request for Increase of Purchase Order & Resolution No. 2024-3229
For CPH Consulting, LLC

STRATEGIC PRIORITIES:

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

SYNOPSIS:

Approve Resolution No. 2024-3229, to amend the budget in the amount of \$19,000 to increase CPH Consulting, LLC Purchase Order #38421 is requested.

FISCAL/STAFFING STATEMENT:

The increase of \$19,000 to Purchase Order #38421 will bring the total amount to \$165,625. Budgeted funds are available from the Building Division Capital Account.

BACKGROUND:

Purchase Order #38421 was issued to CPH for the Building Breezeway Project. On January 22, 2024, the City Commission approved Resolution No. 3205 amending the budget in the amount of \$36,610 to increase the Purchase Order. The Purchase Order was not completed, as a new invoice was submitted and the final total amount due for the purchase order increase is \$19,000 which will bring the total to \$55,610.

The City has practiced an "Open for Business" philosophy for many years to foster new business growth and an enhanced friendly customer service. To accomplish these goals, the Building Division needs more space to maintain the "day-to-day" level of service necessary to serve the needs of the City. The increase in the City's population and corresponding development coupled with changing laws and pro-development posture have necessitated an increase in staffing. This construction will facilitate the expansion of services creating a more positive customer experience and allow old space to be re-purposed for other expanding departments.

LEGAL REVIEW:

No legal review requested of the City Attorney.

RECOMMENDATION:

It is staff's recommendation that the City Commission approve Resolution No. 2024-3229, to increase \$19,000, to Purchase Order #38421 to CPH Consulting, LLC, bringing the new total to \$129,015.

SUGGESTED MOTION:

"I move to approve Resolution No. 2024-3229, to increase \$19,000 to Purchase Order #38421 to CPH Consulting, LLC as proposed."

Attachments: Resolution No. 2024-3229
Purchase Order #38421
Approve Agenda Memo Item 8.J from January 22, 2024

PURCHASE ORDER



CITY OF
SANFORD
FLORIDA

DATE: 02/03/22
FACSIMILE: 407-688-5021

FLORIDA TAX EXEMPT
NO.: 858012621681C-8

PO NUMBER: 038421
CHANGE #: 3
DATE CHG: 08/24/22
SUBMIT INVOICES TO:
INVOICE_BD@SANFORDFL.GOV

VENDOR NO.: 219

TO:
CPH CONSULTING, LLC
500 WEST FULTON ST
SANFORD, FL 32771

SHIP TO:
CITY OF SANFORD
300 N. PARK AVENUE- BD
SANFORD, FL 32771

DELIVER BY	TERMS	F.O.B. DESTINATION UNLESS OTHERWISE INDICATED	BID OR QUOTATION NO.	REQUISITION NO.	
01/05/22	NET/30			69386	
ACCOUNT NO.: 135-1114-524.34-00		PROJECT NO.:			
NO DEVIATION FROM THIS PURCHASE ORDER WILL BE ALLOWED UNLESS AUTHORIZED BY THE PURCHASING MANAGER - CITY OF SANFORD					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF ISSUE	UNIT COST	EXTENDED COST
	***** * * CHANGE ORDER * * *****				
1	PLAN FOR REMODEL BREEZEWAY BUILDING DEPT Canceled per Angela Adkins request. CK 12/13/2022 VENDOR ITEM NO.- 219	110015.00	NA	1.00	110015.00
2	PLAN FOR REMODEL OF BREEZEWAY PO 38421 INCREASE The project. 2/14/2023 (MO/AA) VENDOR ITEM NO.- 219	.00		.00	.00
			SUB-TOTAL		110015.00
			TOTAL		110015.00

APPROVED BY: _____
PURCHASING AGENT

APPROVED BY: _____
CITY MANAGER

All packages and Invoices applicable to this P.O. must bear this P.O. Number. The Vendor shall comply with all specified and reference herein before and after. Any attempts to insert language to change these terms and conditions are hereby rejected and will be resolved in favor of the City of Sanford. Standard terms and conditions hereby incorporated into this purchase order may be found at <http://www.sanfordfl.gov/index.aspx?page=879>

PURCHASE ORDER TERMS AND CONDITIONS

1. By accepting this Purchase Order (PO) the Vendor accepts all of the Terms and Conditions included herein. The Buyer is the City of Sanford, Florida, hereinafter referred to as the "City". The term "City" is used in a broad sense to include its employees, directors, officers, agents, volunteers, etc.
2. All information referenced is hereby incorporated into the PO. These Terms and Conditions may be varied only by written amendment signed by the parties. All modifications in performance, including but not limited to, extensions of time, renewal, or substitution are void absent dually signed amendment by the parties. Time is of the essence of the lawful performance of the duties and obligations contained in the Purchase Order. The Vendor agrees that Vendor shall diligently and expeditiously pursue Vendor's obligations.
3. Cancellation rights reserved by the City. The City may cancel this PO in whole or in part at any time for default by written notice to the Vendor. The City shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the City prior to the Vendor's receipt of the notice of termination.
4. Terms of shipping are F.O.B. the City's delivery location unless otherwise noted within the terms of this PO. Regardless of the indicated F.O.B. point, the City does not accept title until the delivery is acknowledged by an authorized City representative.
5. Prices stated on this PO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida Sales and Use Tax and will furnish the Vendor with proof of tax exemption upon request. Extra charges for any purpose will not be allowed unless explicitly indicated on the PO. This order is hereby cancelled, if pricing is omitted.
6. The Vendor warrants that any material or equipment supplied hereunder is new, unused condition and free from defects in title, workmanship, defects in design and in full compliance with the specifications defined by the City in the order. The goods or services furnished under this PO are covered by commercial warranties for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City. A copy of these warranties and all applicable manufacturers warranties shall be furnished at the time of delivery.
7. The City reserves the right to conduct any inspection or investigation to verify compliance of the goods and/or services with the requirements of this purchase order and to reject any delivery not in compliance. If any deficiency is not visible at the time of delivery the City reserves the right to take and/or require appropriate corrective action upon the discovery of any deficiency, non-compliance, or defect.
8. All tools or property furnished to the Vendor by the City shall remain the property of the City, be subject to removal upon the City's demand, be used only on behalf of the City, be maintained in good order, and be clearly identified as property of the City. The Vendor assumes any and all liability of whatsoever type or nature for loss or damage to such property.
9. The Vendor agrees to comply with all Federal, State of Florida, Seminole County, City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase.
10. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend the City, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or in part by the error, omission, act, failure to act, breach of contract obligation, malfeasance, officers, officials, employees, or agents. Additionally, the Vendor accepts responsibility for all damages resulting in any way related to the procurement and delivery of goods or services contemplated in this purchase order. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.
11. The Vendor shall not assign this PO, any rights under this PO or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
12. The Vendor shall not disclose the existence of this PO without prior written consent of the City except as may be required to perform this PO.
13. All Material purchased hereunder must be packaged to ensure its security and delivery in accordance with the City's shipping and packaging specification and good commercial practice. Each package shall be labeled indicating the addressee of each package or shipment and the applicable PO number. All shipments shall comply with HAZMAT requirements including, but not limited to, (DOT) regulations published in 49CFR 1399, OSHA regulations 29 CFR 4999.
14. The Vendor shall perform the obligations of this PO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
15. The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures.
16. After each delivery, the Vendor shall provide to the bill to address an original, proper invoice (single copy) which includes: a) Vendor's name (dba), telephone number, mailing address; b) City's P.O. Number; c) Date of invoice; d) Shipping date; e) Delivery date; f) Payment terms; g) Description of goods/services; h) quantity; i) Unit price; j) Extended price; k) Total. The City has the right to reconcile invoice with the PO and adjust payment accordingly to comply with the PO. Payment will be made only to the Vendor identified on the PO and for received and accepted goods/services. The City shall have right at any time to set-off any amounts due to the Vendor against any amounts owed to the City by the Vendor and shall in the case of Vendor default retain the right to further adjust payments as consistent with the best interests of the City.
17. Payment of invoices will be in compliance with Chapter 218, Part VII of Florida Statutes, City Ordinance No. 3029, Purchasing Policy of the City and the stipulations, terms and conditions of this PO. Any cash discount period will date from receipt of invoice, receipt of actual delivery or date of invoice, which ever is later.
18. If this PO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. In circumstances where insurance is required, Vendor shall provide proofs of insurance required by the City, or City reserves the right to cancel this Purchase Order, immediately suspend performance by the Vendor at Vendor's expense and prohibit access to City premises until such proofs of insurance is verified. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
19. The failure of the city to enforce any provision of this PO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
20. The Vendor shall notify the Purchasing Manager of any inherent hazard and applicable precautions, protective measures and provide any additional relevant information, including MSDS, related to the Material being purchased herein.
21. The City shall have the right at no additional charge to use all or portions of material found in the Vendor's applicable literature relevant to the purchase. The Vendor agrees to advise the City of any updated information relative to the foregoing literature and documentation with timely written notice.
22. A person or affiliate who has been removed from the City's Vendor List may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being removed from the City's Vendor List.
23. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this PO with any contractor who knowingly employs unauthorized alien workers.
24. This PO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Eighteenth Judicial Circuit in and for Seminole County, Florida