

Resolution No. 2025-3423

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, relating to the amendment to address tree mitigation and related procurement activities; providing for general and specific 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, 2025, and terminating on September 30, 2026, specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget provides for certain methodologies and criteria for the expenditure of budgeted 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 and implementing provisions may need revision such as to address tree mitigation and related procurement activities; 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 and the sound implementation of the projects and programs of the City such as tree mitigation and related procurement activities,

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; Tree Mitigation And Related Procurement Activities

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2025, and terminating on September 30, 2026, is hereby revised and amended to address tree mitigation and related procurement activities, as set forth in the Exhibit to this Resolution. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2025, and terminating on September 30, 2026, shall remain in full force and effect.

Section 2. Implementing Administrative Actions; Procurement of Goods And Services To Address Tree Mitigation.

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 with regard to the provisions of this Resolution. Notwithstanding the generality of the foregoing, the City Manager, or designee(s), shall have authority to implement the procurement of goods and services to address tree mitigation and related procurement activities. Such activities shall be implemented in accordance with the Purchasing Policies and Procedures of the City and controlling State law.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities to include, but not be limited to, those relating to tree mitigation and related procurement activities such as goods and services provided by A Budget

Tree Service, Inc.; Lopez Tree Farm LLC (Doing Business As Florida Plant And Tree); and Greener Grounds, LLC, 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.

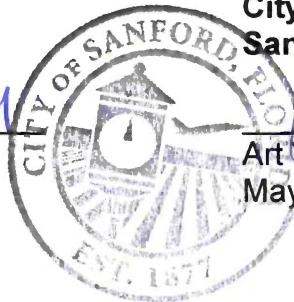
This Resolution shall become effective immediately upon adoption.

Passed and adopted this 13th day of October, 2025.


Attest:



Traci Houchin, MMC, FCRM
City Clerk

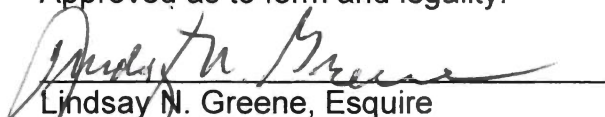


**City Commission of the City of
Sanford**


Art Woodruff
Mayor

For use and reliance of the Sanford
City Commission only.

Approved as to form and legality.


Lindsay N. Greene, Esquire
City Attorney

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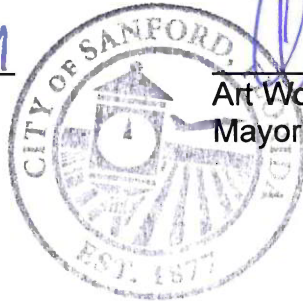
Passed and adopted this 13th day of October, 2025.

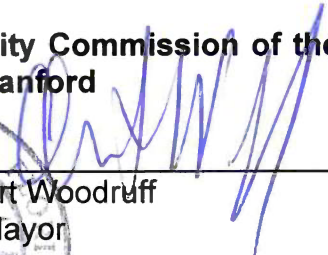
Attest:

City Commission of the City of Sanford

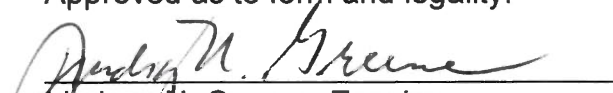


Traci Houchin, MMC, FCRM
City Clerk




Art Woodruff
Mayor

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


Lindsay N. Greene, Esquire
City Attorney

**AGREEMENT BETWEEN THE CITY OF SANFORD AND LOPEZ TREE FARM LLC,
DOING BUSINESS AS FLORIDA PLANT & TREE; IRFQ 23/24-303;
TREE REPLACEMENT GOODS AND SERVICES**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this the last day of the signatories below, by and between the City of Sanford, Florida, a Florida municipality, (hereinafter referred to as the "City"), whose mailing address is 300 North Park Avenue, Sanford, Florida 32771, and Lopez Tree Farm LLC, a Florida limited liability company, doing business as Florida Plant & Tree, whose principal and mailing address is 527 Cygnet Lane, DeLand, Florida 32724, (hereinafter referred to as "Lopez"). The City and Lopez may be collectively referenced herein as the "parties."

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above statements are true and form a material part of this Agreement upon which the parties have relied.

Section 2. Authority. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for each party certify that they are authorized to bind the party fully to the terms of this Agreement.

Section 3. Scope of Agreement; Direction of the Provision of Goods and services.

(a). This Agreement is for the provision of goods and services set forth in the attachments hereto and Lopez agrees to accomplish the provision of goods and services specified in the attachments for the compensation set forth in those pricing and other documents relating to goods and services procured by the City under IRFQ 23/24-303 for such other associated goods and services as may be agreed upon by the parties as set forth in issued work/purchase orders.

(b). It is recognized that Lopez shall provide goods and services as directed by the City under the award of IRFQ 23/24-303 by the City to Lopez relating to the City's requirements for goods and services pertaining to tree replacement.

(c). The City's contact/project manager for all purposes under this Agreement shall be the following:

Marisol Ordonez
Purchasing Manager
Finance Department
Post Office Box 1788
Sanford, Florida 32772-1788
Phone: 407.688.5028

Section 4. Effective Date and Term of Agreement. This Agreement shall take effect on the date that this Agreement is fully executed by the parties hereto. This Agreement shall be in effect for a term of 1 year with automatic renewals for periods of 1 year thereafter unless terminated by a party with 90 days advance written notice to the other party; provided, however, this Agreement shall have a term, as extended, for no longer than 5 years total. No goods and services or actions have been

provided prior to the execution of this Agreement that would entitle Lopez for any compensation therefor.

Section 5. Compensation. The parties agree to compensation as set forth in the pricing response of Lopez to City IRFQ 23/24-303 relating to the City's requirements for tree replacement goods and services and as set forth in issued work/purchase orders pertaining to the City's requirements for such goods or services.

Section 6. Standard Contractual Terms and Conditions.

(a). All "Standard Contractual Terms and Conditions", as provided on the City's website as shown at: www.SanfordFL.gov, apply to this Agreement are binding upon Lopez and are hereby incorporated herein by reference. Such Terms and Conditions may be found and printed out/memorialized at the City's website. The parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Agreement to the extent deemed necessary by the City in its sole and absolute discretion.

(b). Lopez shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City unless the bid documents exclude or include certain types of insurance coverage or the level of coverage:

(1). *Workers Compensation*: Certificates of exemptions are not acceptable in lieu of workers compensation insurance. employers liability \$1,000,000.00; each accident \$1,000,000.00; disease \$1,000,000.00.

(2). *Commercial General Liability (CGL)*: Shall include, at a minimum, bodily injury liability, property damage liability; personal injury liability and advertising injury liability coverages shall include premises/operations; products/completed operations; contractual liability; independent contractors, explosion; collapse; underground.

(i). Coverage must be provided for sexual harassment, abuse and molestation.

(ii). CGL- \$2,000,000.00 per occurrence; \$3,000,000.00. general aggregate.

(3). *Comprehensive Auto Liability (CAL)*: Combined Single Limit (CSL), shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos: CAL- \$1,000,000.00 Combined Single Limit.

(4). *Professional Liability (when required)*: \$1,000,000.00 minimum.

(5). *Builder's Risk (when required)*: Shall include theft, sinkholes, off site storage, transit, installation and equipment breakdown. Permission to occupy shall be included and the policy shall be endorsed to cover the interest of all parties, including the City, and all contractors and subcontractors: 100% of completed value of additions and structures.

(6). *Garage Keepers (when required)*: \$3,000,000.00 aggregate: No per vehicle maximum preferred.

(7). *Garage Liability (when required)*:

(i). \$3,000,000.00 Combined Single Limit.

(ii). \$3,000,000.00 General Aggregated.

(8). *Cyber Security: Errors and Omissions Insurance Coverage (Professional Liability)* is to be included: Minimum of 2 years Extended Reporting Period (ERP or TAIL) coverage (when required): \$5,000,000.00 minimum.

(9). *Umbrella Policy: (Follow Form only)* can supplement the underlying general and auto policy to reach the cover amount in the City requires.

(c). All insurance other than Workers Compensation to be maintained by Lopez shall specifically include the City as an additional insured.

(d). For additional insurance requirements reference is made to the requirements shown in the City's "Standard Contractual Terms and Conditions," as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at: www.SanfordFL.gov.

Section 7. Lopez's Mandatory Compliance with Chapter 119, Florida Statutes, and Public Records Requests.

(a). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, Lopez must:

(1). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to provide or perform services.

(2). 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.

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

(4). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Lopez upon termination of this Agreement 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.

(b). If Lopez does not comply with a public records request, the City shall enforce all requirements and provisions of controlling law in accordance with this Agreement.

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

(d). **IF LOPEZ (THE CONTRACTOR/VENDOR) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA***

STATUTES, TO LOPEZ (THE CONTRACTOR'S (VENDOR'S)) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.

Section 8. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 9. Entire Agreement/Modification. This Agreement, together with all "Standard Contractual Terms and Conditions", as provided on the City's website and the attachments hereto (the documents relative to the procurement activity of the City leading to the award of this Agreement including, but not limited to, Lopez's Response to City IRFQ 23/24-303 by the City to Lopez relating to the City's requirements for goods and services pertaining to tree replacement constitute the entire integrated agreement between the City and Lopez and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral in connection therewith and all the terms and provisions contained herein constitute the full and complete agreement between the parties hereto to the date hereof. This Agreement may only be amended, supplemented or modified by a formal written amendment of equal dignity herewith. In the event that Lopez issues a purchase order, memorandum, letter, or any other instrument addressing the services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument shall have no effect on this Agreement unless agreed to by the City, specifically and in writing in a document of equal dignity herewith.

and any and all terms, provisions, and conditions contained therein, whether printed or written or referenced on a Web site or otherwise, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

Section 10. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

Section 11. Waiver. The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to 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. By execution of this Agreement; the City reserves any and all rights and remedies available to it and waives none of the same to any extent.

Section 12. Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

Section 15. Remedies. The rights and remedies of the parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law or otherwise necessary in the public interest.

Section 16. Governing law, Venue and Interpretation. This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida. This Agreement is the result of *bona fide* arms length negotiations between the City and Lopez and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party. than against any other party and all provisions shall be applied to fulfill the public interest.

Section 17. Pricing; Conditions of Grants or Funding. Lopez 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. Without in any way limiting the provisions


of the following Section, Lopez 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.

IN WITNESS WHEREOF, the City and Lopez have executed this instrument for the purpose herein expressed and Lopez represents and affirms that the signatories below have full and lawful authority to bind Lopez in every respect.


SIGNATURE BLOCKS FOLLOW:

ATTEST:

LOPEZ TREE FARM LLC, a Florida limited liability company, doing business as **FLORIDA PLANT & TREE**.



Witness
Printed Name: Erika Muñoz

By: 


Enrique Lopez
Sole Manager/Member
Date: 2/1/24

ATTEST:

CITY OF SANFORD




Traci Houchin (Feb 6, 2024 14:08 EST)
Traci Houchin, MMC, FCRM
City Clerk



By: Art Woodruff (Feb 1, 2024 17:21 EST)
Art Woodruff
Mayor
Date: 01/02/2024

Approved as to form and legal sufficiency.



Lonnie N. Groot, ACA, for WLC, CA (Feb 1, 2024 16:49 EST)
William Colbert
City Attorney











IRFQ 23_24-303-Tree Replacement Agreement Vendor Executed

Final Audit Report

2024-02-06

Created:	2024-02-01
By:	Chase Kaiser (chase.kaiser@sanfordfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9DW4A_IIE0MEFjvPB69PhZKcqYI_ffWw

"IRFQ 23_24-303-Tree Replacement Agreement Vendor Executed" History

-  Document created by Chase Kaiser (chase.kaiser@sanfordfl.gov)
2024-02-01 - 9:28:18 PM GMT
-  Document emailed to lgroot@stenstrom.com for signature
2024-02-01 - 9:28:24 PM GMT
-  Email viewed by lgroot@stenstrom.com
2024-02-01 - 9:36:20 PM GMT
-  Signer lgroot@stenstrom.com entered name at signing as Lonnie N. Groot, ACA, for WLC, CA
2024-02-01 - 9:49:41 PM GMT
-  Document e-signed by Lonnie N. Groot, ACA, for WLC, CA (lgroot@stenstrom.com)
Signature Date: 2024-02-01 - 9:49:43 PM GMT - Time Source: server
-  Document emailed to art.woodruff@sanfordfl.gov for signature
2024-02-01 - 9:49:45 PM GMT
-  Email viewed by art.woodruff@sanfordfl.gov
2024-02-01 - 10:21:26 PM GMT
-  Signer art.woodruff@sanfordfl.gov entered name at signing as Art Woodruff
2024-02-01 - 10:21:49 PM GMT
-  Document e-signed by Art Woodruff (art.woodruff@sanfordfl.gov)
Signature Date: 2024-02-01 - 10:21:51 PM GMT - Time Source: server
-  Document emailed to Traci Houchin (traci.houchin@sanfordfl.gov) for signature
2024-02-01 - 10:21:52 PM GMT

 Email viewed by Traci Houchin (traci.houchin@sanfordfl.gov)

2024-02-06 - 7:07:36 PM GMT

 Document e-signed by Traci Houchin (traci.houchin@sanfordfl.gov)

Signature Date: 2024-02-06 - 7:08:02 PM GMT - Time Source: server

 Agreement completed.

2024-02-06 - 7:08:02 PM GMT



**Budget Tree Service LLC Piggyback Contract
(PBA 23/24-217), For Tree Trimming, Removal And Stump Grinding
(Seminole County)**

The City of Sanford, Florida, a municipal corporation (hereinafter referred to as the “City”) enters this “Piggyback” Contract (hereinafter referred to as the “Contract”) with Budget Tree Service LLC, a Florida limited liability company, whose principal address and mailing address is 6885 East Entwood Court, Inverness, Florida 34453, (hereinafter referred to as “Budget”), under the terms and conditions hereinafter provided. The City and Budget may be collectively referenced herein as the “Parties.”

The City and Budget 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 Budget has entered into a contract with the Seminole County, Florida. The piggybacked agreement to which this Contract relates is “Term Contract For Tree Trimming, Removal And Stump Grinding (IFB-604188-21/LNF)” (the terms and conditions under which the award was made) the subject of which solicitation provides the City access to purchase tree trimming, removal and stump grinding services. The original Seminole County contract documents being referred to herein as the “Original Government Contract”.

2. The Original Government Contract is 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 Budget in accordance with City policies and procedures for particular goods and services within the scope of the provision of goods and services pertaining to tree trimming, removal and stump grinding services. All pricing shall be F.O.B., City Hall, City of Sanford, with most favored nation pricing.

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 Budget and the City, as follows:

- a. Insurance Requirements of this Contract: Certificate(s) are to be provided by Budget naming City as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by Budget in accordance with Exhibit "B" attached hereto.
- b. For other provisions of the Original Government Contract that will be modified see the City's website, which can be reached at: www.SanfordFL.gov with particular regard to when the Original Government Contract is silent as to a term or condition which matter needs to be clarified. The Parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Contract to the extent deemed necessary by the City in its sole and absolute discretion.
- c. Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, Budget agrees that 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
City of Sanford Finance Department
Purchasing Division
300 North Park Avenue
Sanford, Florida 32771
Phone: 407.688.5000, extension 5028
Email Marisol.ordonez@sanfordfl.gov

- d. 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 laws of the State 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 which laws shall include, but not be limited to, the laws relating to the procurement of construction project work as applicable to and binding upon Florida municipalities.
- e. 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 located in Seminole County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- f. All the goods and 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.
- g. BUDGET understands that Chapter 119, *Florida Statutes*, relating to public records shall be applicable to this Contract and acknowledges review of, and adherence to, the following disclosures from the City:
 - I. **IF THE CONTRACTOR/BUDGET HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (BUDGET'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, FL 32771, TRACI.HOUCHIN@SANFORDFL.GOV.

- II. In order to comply with Section 119.0701, *Florida Statutes*, public records laws, Budget 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 Budget 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 Budget does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.
- IV. Failure by Budget to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. Budget shall promptly provide the City with a copy of any request to inspect or copy public records in possession of Budget and shall promptly provide the City with a copy of Budget's response to each such request.

- h. Budget, in the event of any ambiguity in the contractual relationship between Budget and the City, shall comply with all "Standard Contractual Terms and Conditions," as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at: www.SanfordFL.gov.
- i. All other provisions in the Original Government Contract are fully binding on the Parties and will represent the agreement between the City and Budget.

4. This Agreement shall be effective as of the date of execution of this Agreement by, or on behalf of, the City.

Attest:

BUDGET TREE SERVICE LLC, a Florida limited liability company.


By: 
 Signature
 Printed Name: Dale Meagher
 Authorized Person

By: 
 Timothy Meagher (Aug 12, 2025 13:14:45 EDT)
 Timothy Meagher
 Director
 Date: 12/08/25

Attest: 
 Carolyn Nelson (Aug 12, 2025 13:00:54 EDT)

CITY OF SANFORD, a Florida municipal corporation.

By: Traci Houchin
 Traci Houchin (Aug 13, 2025 09:17:16 EDT)
 Traci Houchin, MMC, FCRM
 City Clerk

By: 
 Art Woodruff (Aug 12, 2025 20:10:29 EDT)
 Art Woodruff
 Mayor
 Date: 12-Aug-2025

Approved as to form and legal sufficiency.

By: Lindsay N. Greene
 Lindsay N. Greene (Aug 12, 2025 19:48:37 EDT)
 Lindsay N. Greene
 City Attorney

Exhibit "A"

[Attach original government contract]

EXHIBIT "B"

INSURANCE REQUIREMENTS

(1) Budget shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City unless the bid documents exclude or include certain types of insurance coverage or the level of coverage:

- (a) **Workers Compensation/Employer Liability:** Budget shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$3,000,000 for Employer's Liability.
- (b) **Comprehensive General Liability:** Budget shall provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent contractor's liability or owner's and vendor's protective liability. The limits will not be less than \$2,000,000 Combined Single Limit (CDL) or its equivalent.
- (c) **Comprehensive Automobile Liability:** Budget shall provide complete coverage for owned and non-owned vehicles for limits not less than \$2,000,000 CSL or its equivalent.
- (d) **Professional Liability:** Budget shall provide coverage for all professional services performed. The limits will not be less than \$2,000,000 CSL or its equivalent.
- (e) **Sex Abuse Liability:** Budget shall provide coverage with limits not less than \$1,000,000 CSL or its equivalent.

(2) All insurance other than Workers Compensation to be maintained by BUDGET shall specifically include the City as an additional insured.

(3) For additional insurance requirements reference is made to the requirements shown in the City's "Standard Contractual Terms and Conditions," as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at: www.SanfordFL.gov.












PBA 23-24-217-Budget Tree Service

Final Audit Report

2025-08-13

Created:	2025-08-12
By:	Maria Green (maria.green@sanfordfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1E0xUpp3B8YDoV3E0HC8MvlxjthpMyXe

"PBA 23-24-217-Budget Tree Service" History

-  Document created by Maria Green (maria.green@sanfordfl.gov)
2025-08-12 - 7:35:16 PM GMT
-  Document emailed to lgreene@dsklawgroup.com for signature
2025-08-12 - 7:35:20 PM GMT
-  Email viewed by lgreene@dsklawgroup.com
2025-08-12 - 11:47:06 PM GMT
-  Signer lgreene@dsklawgroup.com entered name at signing as Lindsay N. Greene
2025-08-12 - 11:48:35 PM GMT
-  Document e-signed by Lindsay N. Greene (lgreene@dsklawgroup.com)
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-  Signer art.woodruff@sanfordfl.gov entered name at signing as Art Woodruff
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-  Document e-signed by Art Woodruff (art.woodruff@sanfordfl.gov)
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-  Document emailed to Traci Houchin (traci.houchin@sanfordfl.gov) for signature
2025-08-13 - 0:10:31 AM GMT
-  Email viewed by Traci Houchin (traci.houchin@sanfordfl.gov)
2025-08-13 - 1:16:54 PM GMT

 Document e-signed by Traci Houchin (traci.houchin@sanfordfl.gov)

Signature Date: 2025-08-13 - 1:17:16 PM GMT - Time Source: server

 Agreement completed.

2025-08-13 - 1:17:16 PM GMT

**Part 4
Price Submittal**

IFB-604188-21/LNF - TERM CONTRACT FOR TREE TRIMMING, REMOVAL AND STUMP GRINDING

Name of Bidder: A Budget Tree Service, Inc.

Mailing Address: 710 E State Road 434

Street Address: 710 E State Road 434

City/State/Zip: Winter Springs, FL 32708

Phone Number: (407) 327-2520 FAX Number: (407) 327-2523

E-Mail Address: info@abudgettreeservice.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

GRAND TOTAL AMOUNT OF BID: \$ 686,737.50
(Include Groups A, B, C1 and C2)



**Part 4
Fee Schedule**

GROUP A - TREE REMOVAL: Measured according to N.A.A. standards. All tree diameters will be measured at breast height.

A-1 ROUTINE / SCHEDULED

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	4" to 12" diameter	75	EA	\$ 76.00	\$ 5,700.00
002	>12" to 24" diameter	250	EA	\$ 436.08	\$ 109,020.00
003	>24" to 36" diameter	35	EA	\$ 1,082.00	\$ 37,870.00
004	>36" diameter	25	EA	\$ 1,865.60	\$ 46,640.00
005	Palm Tree	10	EA	\$ 175.00	\$ 1,750.00

SUBTOTAL A-1 \$ 200,980.00

A-2 EMERGENCY 24 HOUR. RESPONSE

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	4" to 12" diameter	25	EA	\$ 76.00	\$ 1,900.00
002	>12" to 24" diameter	50	EA	\$ 436.08	\$ 21,804.00
003	>24" to 36" diameter	20	EA	\$ 1,082.00	\$ 21,640.00
004	>36" diameter	5	EA	\$ 1,865.60	\$ 9,328.00

SUBTOTAL A-2 \$ 54,672.00

A-3 UNDER BRUSHING – Measured in SF cut back to County right-of-way or existing shoulder width unless otherwise indicated.

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	0" to 4" diameter	75,000	SF	\$ 0.69	\$ 51,750.00

SUBTOTAL A-3 \$ 51,750.00



A-4 LIMITED ACCESS TREE REMOVAL (THIS SERVICE MAINLY UTILIZED BY LEISURE SERVICES) –
 Measured according to N.A.A. standards. All tree diameters will be measured at breast height. Tree is to be cut down, cut into pieces and left to decay.

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	4" to 12" diameter	75	EA	\$ 51.00	\$ 3,825.00
002	>12" to 24" diameter	250	EA	\$ 75.00	\$ 18,750.00
003	>24" to 36" diameter	35	EA	\$ 225.00	\$ 7,875.00
004	>36" diameter	25	EA	\$ 300.00	\$ 7,500.00
005	Palm Tree	10	EA	\$ 100.00	\$ 1,000.00

SUBTOTAL A-4 **\$ 38,950.00**

Company Name: A Budget Tree Service, Inc.

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GROUP B - STUMP GRINDING: Measured according to N.A.A. standards. Stumps will be ground to a minimum of 6" below grade unless otherwise indicated.

B-1 ROUTINE / SCHEDULED

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	4" to 12" diameter	75	EA	\$ 59.80	\$ 4,485.00
002	>12" to 24" diameter	250	EA	\$ 120.75	\$ 30,187.50
003	>24" to 36" diameter	35	EA	\$ 207.00	\$ 7,245.00
004	>36" diameter	25	EA	\$ 318.55	\$ 7,963.75

SUBTOTAL B-1 \$ 49,881.25

B-2 EMERGENCY 24 HR. RESPONSE

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	4" to 12" diameter	5	EA	\$ 59.80	\$ 299.00
002	>12" to 24" diameter	10	EA	\$ 120.75	\$ 1,207.50
003	>24" to 36" diameter	15	EA	\$ 207.00	\$ 3,105.00
004	>36" diameter	5	EA	\$ 318.55	\$ 1,592.75

SUBTOTAL B-2 \$ 6,204.25

Company Name: A Budget Tree Service, Inc.



GROUP C - TREE TRIMMING: These prices shall be inclusive of trimming in a systematic method to include all clearance issues as well as any items such as streetlights, signals and street signs. Measured in LF from beginning of canopy to end of canopy for each tree part or portion overhanging travel lane, bike lane or sidewalk.

C-1 ROUTINE / SCHEDULED

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	Clearance Trimming	600,000	LF	\$ 0.54	\$ 270,000.00
002	Street Lights	200	EA	\$ 12.00	\$ 2,400.00
003	Palm Tree (includes removal of boots)	100	EA	\$ 38.00	\$ 3,800.00

SUBTOTAL C-1 \$ 276,200.00

C-2 EMERGENCY RESPONSE

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	Clearance Trimming	15,000	LF	\$ 0.54	\$ 8,100.00

SUBTOTAL C-2 \$ 8,100.00

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C-3 INSULATED TREE CREW - This is to include a Bucket Truck with a minimum 50-foot boom mounted on a truck chassis and a brush chipper with a minimum of 75 hp. Fee Schedule for these crews must include all direct and indirect cost associated with the work. The county will pay a minimum of 3 hours to mobilize and demobilize. Crews must be available for service 24 hours from initial call.

AS NEEDED			
CREWS	BY THE HOUR	BY THE WEEK	BY THE MONTH
1 Bucket Truck 1 Chipper 2 Men	\$ <u>115.00</u> / Hour	\$ <u>115.00/hr</u> / Week	\$ <u>115.00/hr</u> / Month
1 Bucket Truck 1 Chipper 3 Men	\$ <u>172.50</u> / Hour	\$ <u>172.50/hr</u> / Week	\$ <u>172.50/hr</u> / Month
1 Bucket Truck 1 Chipper Truck 1 Chipper 3 Men	\$ <u>172.50</u> / Hour	\$ <u>172.50/hr</u> / Week	\$ <u>172.50/hr</u> / Month
1 Bucket Truck 1 Chipper Truck 1 Chipper 4 Men	\$ <u>230.00</u> / Hour	\$ <u>230.00/hr</u> / Week	\$ <u>230.00/hr</u> / Month
Per extra Chipper	\$ <u>7.00</u> / Hour	\$ <u>7.00/hr</u> / Week	\$ <u>7.00/hr</u> / Month
Per extra Bucket Truck	\$ <u>22.50</u> / Hour	\$ <u>22.50/hr</u> / Week	\$ <u>22.50/hr</u> / Month
Per extra Ground Person	\$ <u>57.50</u> / Hour	\$ <u>57.50/hr</u> / Week	\$ <u>57.50/hr</u> / Month

Company Name: A Budget Tree Service, Inc.

GROUP D - CREW /EQUIPMENT RESPONSE PARTNER

This is to include a Bucket Truck with a minimum 50-foot boom mounted on a truck chassis and a brush chipper with a minimum of 75 hp. Fee Schedule for these crews must include all **(include daily per-diem, lodging and mileage)** direct and indirect cost associated with the work. The county will pay a minimum of 3 hours to mobilize and demobilize. Crews must be available for service 24 hours from initial call.

ROUTINE / SCHEDULED			
CREWS	BY THE HOUR	BY THE WEEK	BY THE MONTH
1 Bucket Truck 1 Chipper 2 Men	\$ <u>115.00</u> / Hour	\$ <u>115.00/hr</u> / Week	\$ <u>115.00/hr</u> / Month
1 Bucket Truck 1 Chipper 3 Men	\$ <u>172.50</u> / Hour	\$ <u>172.50/hr</u> / Week	\$ <u>172.50/hr</u> / Month
1 Bucket Truck 1 Chipper Truck 1 Chipper 3 Men	\$ <u>172.50</u> / Hour	\$ <u>172.50/hr</u> / Week	\$ <u>172.50/hr</u> / Month
1 Bucket Truck 1 Chipper Truck 1 Chipper 4 Men	\$ <u>230.00</u> / Hour	\$ <u>230.00/hr</u> / Week	\$ <u>230.00/hr</u> / Month
Per extra Chipper	\$ <u>7.00</u> / Hour	\$ <u>7.00/hr</u> / Week	\$ <u>7.00/hr</u> / Month
Per extra Bucket Truck	\$ <u>22.50</u> / Hour	\$ <u>22.50/hr</u> / Week	\$ <u>22.50/hr</u> / Month
Per extra Ground Person	\$ <u>57.50</u> / Hour	\$ <u>57.50/hr</u> / Week	\$ <u>57.50/hr</u> / Month

Company Name: A Budget Tree Service, Inc.



**AGREEMENT BETWEEN THE CITY OF SANFORD AND GREENER GROUNDS LLC
IFB 23/24-08: FERTILIZATION, HERBICIDE AND PEST CONTROL**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this the last day of the signatories below, by and between the City of Sanford, Florida, a Florida municipality, (hereinafter referred to as the "City"), whose mailing address is 300 North Park Avenue, Sanford, Florida 32771, and Greener Grounds LLC, a Florida limited liability company, whose principal address is 224 Sterling Rose Court, Apopka, Florida 32703, and whose mailing address is Post Office Box 2445, Apopka, Florida 32704, (hereinafter referred to as "GG"). The City and GG may be collectively referenced herein as the "parties."

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above statements are true and form a material part of this Agreement upon which the parties have relied.

Section 2. Authority. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for each party certify that they are authorized to bind the party fully to the terms of this Agreement.

Section 3. Scope of Agreement; Direction of the Provision of Goods and services.

(a). This Agreement is for the provision of goods and services set forth in the attachments hereto and GG agrees to accomplish the provision of goods and services specified in the attachments for the compensation set forth in those pricing and other documents relating to goods and services procured by the City under IFB 23/24-08 for such other associated goods and services as may be agreed upon by the parties as set forth in issued work/purchase orders.

(b). It is recognized that GG shall provide goods and services as directed by the City under the award of IFB 23/24-08 by the City to GG relating to the City's requirements for goods and services pertaining to fertilization, herbicide and pest control.

(c). The City's contact/project manager for all purposes under this Agreement shall be the following:

Merisol Ordonez
Purchasing Manager
Finance Department
Post Office Box 1788
Sanford, Florida 32772-1788
Phone: 407.688.5028

Section 4. Effective Date and Term of Agreement. This Agreement shall take effect on the date that this Agreement is fully executed by the parties hereto. This Agreement shall be in effect for a term of 1 year with automatic renewals for periods of 1 year thereafter unless terminated by a party with 90 days advance written notice to the other party; provided, however, this Agreement shall have a term, as

extended, for no longer than 5 years total. No goods and services or actions have been provided prior to the execution of this Agreement that would entitle GG for any compensation therefor.

Section 5. Compensation. The parties agree to compensation as set forth in the pricing response of GG to City IFB 23/24-08 relating to the City's requirements for fertilization, herbicide and pest control goods and services and as set forth in issued work/purchase orders pertaining to the City's requirements for such goods or services.

Section 6. Standard Contractual Terms and Conditions.

(a). All "Standard Contractual Terms and Conditions", as provided on the City's website as shown at www.SanfordFL.gov, apply to this Agreement are binding upon GG and are hereby incorporated herein by reference. Such Terms and Conditions may be found and printed out/memorized at the City's website. The parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Agreement to the extent deemed necessary by the City in its sole and absolute discretion.

(b). GG shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City unless the bid documents exclude or include certain types of insurance coverage or the level of coverage.

(1). *Workers Compensation*: Certificates of exemptions are not acceptable in lieu of workers compensation insurance. employers liability \$1,000,000.00; each accident \$1,000,000.00; disease \$1,000,000.00.

(2). *Commercial General Liability (CGL)*: Shall include, at a minimum, bodily injury liability, property damage liability, personal injury liability and advertising injury liability coverages shall include premises/operations; products/completed operations; contractual liability; independent contractors, explosion; collapse; underground.

(i). Coverage must be provided for sexual harassment, abuse and molestation.

(ii). CGL- \$2,000,000.00 per occurrence; \$3,000,000.00 general aggregate.

(3). *Comprehensive Auto Liability (CAL)*: Combined Single Limit (CSL), shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos: CAL- \$1,000,000.00 Combined Single Limit.

(4). *Professional Liability (when required)*: \$1,000,000.00 minimum.

(5). *Builder's Risk (when required)*: Shall include theft, sinkholes, off site storage, transit, installation and equipment breakdown. Permission to occupy shall be included and the policy shall be endorsed to cover the interest of all parties, including the City, and all contractors and subcontractors: 100% of completed value of additions and structures.

(6). *Garage Keepers (when required)*: \$3,000,000.00 aggregate. No per vehicle maximum preferred.

(7). *Garage Liability (when required)*:

(i). \$3,000,000.00 Combined Single Limit.

(ii). \$3,000,000.00 General Aggregated.

(8). *Cyber Security: Errors and Omissions Insurance Coverage (Professional Liability)* is to be included: Minimum of 2 years Extended Reporting Period (ERP or TAIL) coverage (when required): \$5,000,000.00 minimum.

(9). *Umbrella Policy: (Follow Form only)* can supplement the underlying general and auto policy to reach the cover amount in the City requires.

(c). All insurance other than Workers Compensation to be maintained by GG shall specifically include the City as an additional insured.

(d). For additional insurance requirements reference is made to the requirements shown in the City's "Standard Contractual Terms and Conditions," as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at www.SanfordFL.gov.

Section 7. GG's Mandatory Compliance with Chapter 119, Florida Statutes, and Public Records Requests.

(a). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, GG must:

(1). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to provide or perform services.

(2). 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.

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

(4). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of GG upon termination of this Agreement 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.

(b). If GG does not comply with a public records request, the City shall enforce all requirements and provisions of controlling law in accordance with this Agreement.

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

(d). IF GG (THE CONTRACTOR/VENDOR) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GG (THE CONTRACTOR'S (VENDOR'S)) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,

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.

Section 8. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 9. Entire Agreement/Modification. This Agreement, together with all "Standard Contractual Terms and Conditions", as provided on the City's website and the attachments hereto (the documents relative to the procurement activity of the City leading to the award of this Agreement including, but not limited to, GG's Response to City IFB 23/24-08 by the City to GG relating to the City's requirements for goods and services pertaining to fertilization, herbicide and pest control constitute the entire integrated agreement between the City and GG and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral in connection therewith and all the terms and provisions contained herein constitute the full and complete agreement between the parties hereto to the date hereof. This Agreement may only be amended, supplemented or modified by a formal written amendment of equal dignity herewith. In the event that GG issues a purchase order, memorandum, letter, or any other instrument addressing the services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument shall have no effect on this Agreement unless agreed to by the City, specifically and in writing in a document of equal dignity herewith, and any and all terms, provisions, and conditions contained therein, whether printed or written or

referenced on a Web site or otherwise, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

Section 10. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

Section 11. Waiver. The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to 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. By execution of this Agreement, the City reserves any and all rights and remedies available to it and waives none of the same to any extent.

Section 12. Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

Section 15. Remedies. The rights and remedies of the parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law or otherwise necessary in the public interest.

Section 16. Governing law, Venue and Interpretation. This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida. This Agreement is the result of *bona fide* arms length negotiations between the City and GG and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party and all provisions shall be applied to fulfill the public interest.


Section 17. Pricing; Conditions of Grants or Funding. GG 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. Without in any way limiting the provisions

of the following Section, GG 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.

IN WITNESS WHEREOF, the City and GG have executed this instrument for the purpose herein expressed and GG represents and affirms that the signatories below have full and lawful authority to bind GG in every respect.

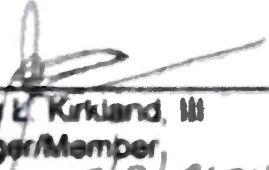
SIGNATURE BLOCKS FOLLOW:

ATTEST:



Chenna Pierce
Administrator

GREENER GROUNDS LLC, a Florida limited liability company.

By 


James L. Kirkland, III
Manager/Member
Date: 2/7/2024

ATTEST:

Traci Houchin
Traci Houchin (Feb 8, 2024 10:41 EST)

Traci Houchin, MMC, FCRM
City Clerk

CITY OF SANFORD


By Art Woodruff (Feb 7, 2024 2:11 EST)

Art Woodruff
Mayor
Date: 07/02/2024

Approved as to form and legal sufficiency.

Lonnie N. Groot, ACA, for WLC, CA
Lonnie N. Groot, ACA, for WLC, CA (Feb 7, 2024 7:22 EST)

William Colbert
City Attorney











IFB 23_24-08 Greener Grounds LLC- Contract- Vendor Executed

Final Audit Report

2024-02-08

Created:	2024-02-07
By:	Shannon Donohue (shannon.donohue@sanfordfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1EjEC0ZLjYeSmjgbVZLcW68BHf2nPB2a

"IFB 23_24-08 Greener Grounds LLC- Contract- Vendor Executed" History

-  Document created by Shannon Donohue (shannon.donohue@sanfordfl.gov)
2024-02-07 - 9:41:59 PM GMT
-  Document emailed to Lonnie Groot (lgroot@stenstrom.com) for signature
2024-02-07 - 9:42:05 PM GMT
-  Email viewed by Lonnie Groot (lgroot@stenstrom.com)
2024-02-07 - 10:17:16 PM GMT
-  Signer Lonnie Groot (lgroot@stenstrom.com) entered name at signing as Lonnie N. Groot, ACA, for WLC, CA
2024-02-07 - 10:22:52 PM GMT
-  Document e-signed by Lonnie N. Groot, ACA, for WLC, CA (lgroot@stenstrom.com)
Signature Date: 2024-02-07 - 10:22:54 PM GMT - Time Source: server
-  Document emailed to Art Woodruff (art.woodruff@sanfordfl.gov) for signature
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2024-02-08 - 3:10:51 AM GMT
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-  Document emailed to Traci Houchin (traci.houchin@sanfordfl.gov) for signature
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-  Email viewed by Traci Houchin (traci.houchin@sanfordfl.gov)
2024-02-08 - 3:41:23 PM GMT

 Document e-signed by Traci Houchin (traci.houchin@sanfordfl.gov)

Signature Date: 2024-02-08 - 3:41:43 PM GMT - Time Source: server

 Agreement completed.

2024-02-08 - 3:41:43 PM GMT

Larger attachments are available
in the City Clerk's Office for
review.



CITY OF
SANFORD
FLORIDA



WS __ RM X
Item No. 9.D

**CITY COMMISSION MEMORANDUM 25-234
OCTOBER 13, 2025, AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Robert Beall, Operations Manager
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Budget Amendment; Resolution No. 2025-3423; Tree Mitigation; Procurement Of Services; A Budget Tree Service, Inc., Lopez Tree Farm LLC (Doing Business As Florida Plant And Tree) And Greener Grounds, LLC; \$668,528.

SYNOPSIS:

Requesting to approve Resolution No. 2025-3423, amending the City budget in the amount of \$668,528 and the approval to procure the services of A Budget Tree Service, Inc., Lopez Tree Farm LLC (doing business as Florida Plant and Tree) and Greener Grounds, LLC.

FISCAL/STAFFING STATEMENT:

Funds in the amount of \$668,528 are available in the Tree Mitigation Revenue Fund. The funds will be transferred from the Tree Mitigation Fund into the following accounts and distributed to the following procurement activities, as necessary:

A Budget Tree Service, Inc.
Parks Repair and Maintenance Fund: \$428,528.
Cemetery Fund: \$ 20,000.
Mayfair Repair and Maintenance Fund: \$ 50,000.

Florida Plan and Tree
Parks Repair and Maintenance Fund for miscellaneous tree replacement: \$75,000.

Greener Grounds
Parks Repair and Maintenance Fund for palm tree inoculations, fertilization and palm drenching: \$25,000.

BACKGROUND:

The services of A Budget Tree Service, Inc. were procured in an amount not to exceed \$498,528 by means of piggybacking a Seminole County contract (number 604188-21/LNF) through City PBA #23/24-217. A Budget Tree Service, Inc. of Winter Springs, provides proactive tree trimming and removal of trees located in the City's parks before significant storms occur. The requested approval of work is for the removal of several large dead trees on site, uplifting tree canopies, de-mossing and structural pruning. The underlying contract provides for an array of services including

those that pertain to matters that would result in seeking reimbursement from the Federal Emergency Management Agency.

The services of Florida Plant and Tree were procured in an amount not to exceed \$75,000 by City contract #IRFQ 23/24-303 Tree Replacement Goods and Services. These services are needed to replace valued trees in right of ways, profile parks and facilities that were removed due to age, blight, vehicle and or storm damage.

The Service of Greener Grounds, LLC, of Apopka, were procured in an amount not to exceed \$25,000 by City contract #IFB 23/24-08 Fertilization, Herbicide and Pest Control. This vendor provides inoculation, fertilization and palm drenching services for several sites downtown, Riverwalk and within City traffic medians.

The piggyback process is a program of cooperative bidding which may be used by public bodies, public entities and political subdivisions throughout the state, and it satisfies all purchasing requirements applicable to the City. This process results in the procurement of goods and services at highly competitive pricing without the expenditure of City funds that would otherwise be directed by means of the highly time-intensive procurement processes and procedures that are necessitated by competitive bidding, etc.

All services will be procured in accordance with the City’s Purchasing Policies and Procedures.

LEGAL REVIEW:

The City Attorney has reviewed this agenda item and has no legal objection, as long as procured in accordance with the City’s Purchasing Policies and Procedures.

RECOMMENDATION:

City staff recommends that the City Commission approve Resolution No. 2025-3423, to amend the budget and authorize procurement of services from the vendors, as proposed.

SUGGESTED MOTION:

“I move to approve Resolution No. 2025-3423 and actions, as proposed.”

- Attachments: (1). Resolution No. 2025-3423.
(2). PBA # 23/24-217. City.
(3). IRFQ 23/24-303 - City.
(4). IFB 23/24-08 – City.