

Resolution No. 2025-3390

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025; 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, 2024, and terminating on September 30, 2025, 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, 2024, and terminating on September 30, 2025, 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, 2024, and

terminating on September 30, 2025, 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All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.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.

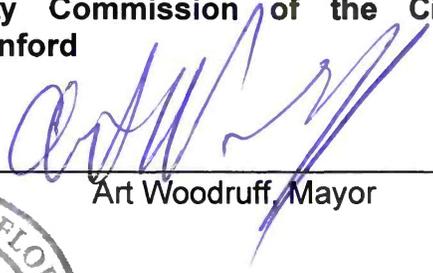
Passed and adopted this 9th day of June, 2025.

Attest:

City Commission of the City of
Sanford



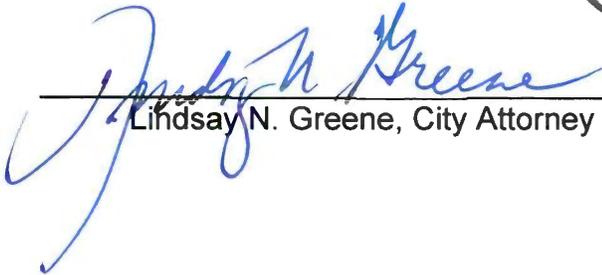
Traci Houchin, MMC, FCRM
City Clerk



Art Woodruff, Mayor

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





Lindsay N. Greene, City Attorney

Caraway Concrete Construction, Inc.

Estimate

P. O. Box 620755
 Oviedo, Florida 32762
 Office-(407)380-7473

Date	Estimate #
3/4/2025	17999

Name / Address
CITY OF SANFORD P.O. BOX 1788 SANFORD, FL 32771

Project

Description	Qty	Rate	Total
LEE MOORE PARK			
SIDEWALK CONCRETE (4 " THICK) (2,222.22 SY) REMOVE & REPLACE PLUS SOD & EMBANKMENT	2,222	67.00	148,874.00
Thank You for allowing us to quote your business Respectfully Linda Courtney			Total \$148,874.00



CITY OF
SANFORD
FINANCE DEPARTMENT

April 22, 2024

Caraway Concrete Construction, Inc.
3221 Florida Avenue
Oviedo, FL 32782

Subject: IFB 21/22-29 Concrete Repairs & Services City-Wide

Dear Damond S. Dowda,

The City of Sanford is requesting that this annual contract be renewed for an additional one-year period (**July 8, 2024 through July 8, 2025**). Therefore, we are requesting that you choose one of the following options and return this letter to The City of Sanford Procurement Department, Attn: Purchasing Manager, P.O. Box 1788, Sanford, FL 32772 or email to purchasing@sanfordfl.gov, within 15 calendar days from receipt.

a. I want to continue performing under this annual contract for an additional one (1) year period under the same terms and conditions as agreed upon in the above – referenced quotation.

As a condition of this renewal, the vendor agrees to provide The City of Sanford with an updated insurance certificate upon expiration of the original certificate on file with the City.

b. I am not interested in extending this contract for an additional one-year period.
Why? _____

Vendor: _____
Signature

VICE PRESIDENT
Title

8/11/24
Date

City of Sanford:
Cray M. Badgley
Signature

Assistant City Manager
Title

08/13/2024
Date

Art Woodruff
Mayor

Cheena Britton
District 1

Kerry G. Wiggins, Sr.
District 2

Patrick Austin
District 3

Patty Mahany
District 4

Norton N. Bonaparte, Jr.
City Manager

**AGREEMENT BETWEEN THE CITY OF SANFORD AND
CARAWAY CONCRETE CONSTRUCTION, INC.
IFB NUMBER: 21/22-29 CONCRETE REPAIRS & SERVICES CITY-WIDE**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this 8th day of July 2022, by and between the City of Sanford, a Florida municipality, (hereinafter referred to as the "City"), whose mailing address is 300 North Park Avenue, Sanford, Florida 32771, and Caraway Concrete Construction, Inc., a Florida corporation, whose principal address is 3221 Florida Avenue, Oviedo, FL 32782, (hereinafter referred to as "Caraway"). The City and Caraway may be collectively referenced herein as the "Parties."

WITNESSETH:

WHEREAS, the City issued its Invitation For Bid No. IFB 21/22-29 dated March 8, 2022, entitled "**CONCRETE REPAIR & SERVICES CITY-WIDE**" (the "IFB") pursuant to terms of which the City was seeking to establish a new solicitation for vendors; and

WHEREAS, in response to the IFB, Caraway submitted a proposal to provide the Concrete Repair & Services described in the IFB; and

WHEREAS, the City has accepted the proposal submitted by Caraway to provide the services as described in the Scope of Services outlined in the IFB and both parties have agreed to enter into this Agreement setting forth the conditions, terms and agreements pursuant to which Caraway will perform the Concrete Repair & Services to and for the City.

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 Concrete Repair & Services City-Wide. Caraway agrees to accomplish the Concrete Repair & Services City-Wide as identified and set forth in the attachments hereto and for the compensation set forth in the attachments hereto.

B. It is recognized that Caraway shall provide services as directed by the City and Caraway shall be required to review the Concrete Repair & Services program with the City on a ~~semi~~-annual basis.

C. The City's contact/project manager for all purposes under this Agreement shall be the following named individual or his designee:

Bilal Iftikhar, P.E., J.D.
Director
Utilities, Public Works Department
City of Sanford
Post Office Box 1788
Sanford, Florida 32772-1788
Phone: 407-688-5085

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 one (1) year with the opportunity for additional renewals of one (1) year each when in the best interest of the City. Additional renewals are at the discretion of the City. Total Agreement length, including any renewals, shall not exceed five (5) years. No goods, services or actions have been provided prior to the execution of this Agreement that would entitle Caraway to any compensation therefor.

Section 5. Compensation. The Parties agree to compensation (billing and payment procedures) as set forth in the attachments hereto in the amounts set forth in the attachments hereto and, subsequently, as may be agreed upon by the Parties as set forth in issued work/purchase orders.

Section 6. Standard Contractual Terms and Conditions. All "Standard Contractual Terms and Conditions," as provided on the City's website, apply to this Agreement. Such Terms and Conditions may be found at the City's website, which can be reached at: [Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf](#) ([sanfordfl.gov](#)) or [www.SanfordFL.gov](#)). 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.

Section 7. Caraway'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, Caraway must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to provide goods 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 Caraway 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.

B. If Caraway does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

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

D. 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, CMC, 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) constitute the entire integrated agreement between the City and Caraway 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 bilateral formal written amendment of equal dignity herewith. In the event that Caraway issues a purchase order, memorandum, letter, or any other instrument addressing the goods or services, work, and materials 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 Website 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.

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 Caraway, 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. Conditions of Grants or Funding. Caraway 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, agrees to abide by any contract terms and conditions required from or by said grants or funding sources. Caraway 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.

Section 18. American Rescue Plan Act. The following provisions shall apply to the provision of goods and services under the provisions of this Contract, and shall prevail in the event of inconsistency when procuring goods or services as set forth relative to the *American Rescue Plan Act* ("ARPA") as the City may be using Federal assistance provided to the City by the US Department of Treasury under ARPA, Sections 602(b) and 603(b) of the *Social Security Act*, Public Law Number 117-2 (March 11, 2021). Accordingly, the following terms and conditions apply to the Vendor, as a contractor of the City according to the City's Award Terms and Conditions agreed to by the City under the ARPA and its implementing regulations; and as established by the Treasury Department: All provisions and requirements of Part 200, *Code of Federal Regulations*, entitled "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards".

Section 19. E-Verify System. The vendor shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor during the term of its contractual obligations to the City. The vendor shall expressly require any subcontractors performing work or providing services to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment

eligibility of all new employees hired by the subcontractor during the term of the vendor's contractual obligations to the City.

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

ATTEST:

**CARAWAY CONCRETE
CONSTRUCTION, INC., A FLORIDA
CORPORATION**

By: *Linda J. Courtney*
Signature
Linda J. COURTNEY
Printed Name
PAES

Title: Secretary

By: *[Signature]*
Signature
Damon S. Dawda
Printed Name

Title: V. PRES.

Date: July 8, 2022

ATTEST:

CITY OF SANFORD

By: *Traci Houchin*
Signature
Traci Houchin, CMC, FCRM
City Clerk



By: *[Signature]*
Signature
Art Woodruff, Mayor

Date: 7-11-22

Approved as to form and legal sufficiency.

By: *William L. Colbert*
Signature
William L. Colbert City Attorney



CITY OF
SANFORD
FLORIDA



APPROVED

WS	RM	X
Item No.	9.1	

**CITY COMMISSION MEMORANDUM 25-150
JUNE 9, 2025, AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Robert Beall, Parks and Recreation Manager
SUBMITTED BY: Norton N. Bonaparte Jr., City Manager
SUBJECT: Resolution No. 2025-3390; Procurement Activity Authorizations; \$148,847

STRATEGIC PRIORITIES:

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

SYNOPSIS:

Requesting to approve of Resolution No. 2025-3390, to amend the budget and authorize the procurement activity to Caraway Concrete Construction, Inc., for necessary for rehabilitating the sidewalks at Lee P. Moore Park.

FISCAL/STAFFING STATEMENT:

Funding is requested through the 3rd Generation Sales Tax funds.

BACKGROUND:

The Parks and Recreation Department has inspected the sidewalk trail around Lee P. Moore Park and determined that it is failing. Despite being on the City's Capital Improvement Replacement plan for several years, the trail remains in poor condition. At over 30 years old, it is delaminating, and root intrusion has caused significant damage, leading to several areas being secured with safety fencing.

Despite the City's efforts to secure hazardous areas of the sidewalk trail around Lee P. Moore Park, residents continue to use it, raising concerns about potential injuries. The aging trail, which has been on the City's Capital Improvement Replacement plan for several years, has deteriorated due to delamination and root intrusion. While safety fencing has been placed in certain sections, the ongoing use of the trail highlights the urgency of its replacement. To address this, Parks and Recreation is requesting \$148,847 from the 3rd Generation Sales Tax for sidewalk replacement.

Caraway Concrete Construction, Inc., based in Oviedo, holds an active contract under Contract #IFB 21/22-29. The company has built a strong reputation through its successful work with multiple city departments, including Public Works and Utilities and Parks and Recreation. Their expertise spans sidewalk repairs, curb replacements, and installations for benches and trash

receptacles, making them a reliable choice for infrastructure improvements in the City. This replacement project aims to restore safety and usability to the trail for residents.

LEGAL REVIEW:

The City Attorney has reviewed this agenda item and has no legal objection.

RECOMMENDATION:

Staff recommend the City Commission approve Resolution No 2025-3390, to amend the budget in the amount of \$148,847, and approve the procurement activity to Caraway Concrete Construction Inc., for the repair of sidewalks in Lee P. Moore Park.

SUGGESTED MOTION:

“I move to approve Resolution No. 2025-3390, and approving the procurement activity as proposed.

- Attachment:
- (1). Resolution No, 2025-3390
 - (2). Budget Amendment Form.
 - (3). Caraway Quote.
 - (4). Contract #IFB 21/22-29