



CITY COUNCIL REGULAR MEETING AGENDA
October 24, 2022
6:00 p.m.
Council Chambers

The Public is invited to view our meetings on the City of Crestview Live stream at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page. You may submit questions on any agenda item in advance (by 3:00 p.m. the day of the meeting) to cityclerk@cityofcrestview.org.

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
 - 2.1. Youth Pastor Clint Nelson of Lifepoint Church
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
 - 5.1. Fire Department Strategic Plan Presentation
 - 5.2. Employee of the Quarter
 - 5.3. Proclamation declaring Saturday, November 26, 2022 as Small Business Saturday
- 6. Consent Agenda**
 - 6.1. Sewer Division Vacuum Truck Purchase
 - 6.2. Approval of October 10, 2022 City Council Minutes
 - 6.3. Concessionaire Agreement with Compass Rose Disc Golf Course
- 7. Public Hearings / Ordinances on Second Reading**
- 8. Ordinances on First Reading**
 - 8.1. Ordinance 1897 - Airport Road Annexation
 - 8.2. Ordinance 1903 Friendship Lane Annexation
 - 8.3. Ordinance 1904 - Friendship Lane Comprehensive Plan Amendment

8.4. Ordinance 1905 - Friendship Lane Rezoning

9. Resolutions

10. Action Items

11. City Clerk Report

11.1. Citizen of the Year nominations are due by November 1, 2022.

12. City Manager Report

12.1. Financial Update - Finance Director

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Items are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Schrader, City Clerk at cityclerk@cityoforestview.org or 850-628-1560 option 2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 10/20/2022
SUBJECT: Fire Department Strategic Plan Presentation

BACKGROUND:

The Crestview Fire department was founded in 1938. In early 2022, we determined a need for strategic planning. The purpose of strategic planning is to set overall goals for and to develop a plan to achieve them. This process involves stepping back from the day-to-day operations, looking to the future, and determining where our priorities should be in order to provide excellent municipal services.

DISCUSSION:

The initial strategic planning session was held on July 26, 2022, with every member of the fire department present. We were able to have all staff, on duty and off duty, present for the initial strategic planning session thanks to a partnership with North Okaloosa Fire District. Following this meeting, department representatives were selected and additional planning sessions were held in August and September 2022. During these sessions, strengths, weaknesses, opportunities and threats were discussed, short term and long term goals discussed, and focus areas for the future were prioritized. The entire 2022 Crestview Fire Department strategic plan is attached for your review.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no financial impact from this presentation.

RECOMMENDED ACTION

Staff respectfully requests City Council review and provide any comments on the plan to the Fire Chief.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 10/20/2022
SUBJECT: Employee of the Quarter

BACKGROUND:

The City of Crestview appreciates the efforts of employees to achieve its goals and to fulfill its vision statement. Outstanding employees deserve to be recognized both as a reward for exceptional performance and as a model to other employees.

The “One City One Mission” program recognizes two employees each quarter: one member of the general staff and one public safety employee. Nominations for the award are submitted by employees and the winners are selected by a committee consisting of the department heads. Nominations are based on excellent job performance, dependability and/or innovation during the quarter for which the award is to be given. All nominations relate back to the City’s mission “The City of Crestview's mission is to improve the quality of life by providing exceptional municipal services” or motto of “One City, One Mission”.

This program is sponsored by All In Credit Union.

DISCUSSION:

The winners for this quarter are Officers Kristy Peters with the Crestview Police Department and Stephanie Raybon, Executive Assistance to the Parks and Recreation Director.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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FINANCIAL IMPACT

There is no financial impact for this award.

RECOMMENDED ACTION

Staff respectfully recommends the City Council congratulate these winners on their exceptional performance.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 10/18/2022
SUBJECT: Proclamation declaring Saturday, November 26, 2022 as Small Business Saturday

BACKGROUND:

Information on the importance of celebrating Small Business Saturday for our local business community.

DISCUSSION:

Mayor JB Whitten will read a proclamation declaring Saturday, November 26, 2022 as Small Business Saturday in Crestview.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

No action required.

Attachments

1. Proclamation _Small Business Saturday



Proclamation

Whereas, the government of Crestview, Florida, celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States, and

Whereas, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

Whereas, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

Whereas, Crestview, Florida supports our local businesses that create jobs, boost our local economy, and preserve our communities; *and*

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, JB Whitten, Mayor of Crestview, Florida do hereby proclaim, November 26, 2022, as

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

DULY PASSED AND ADOPTED BY:

**Mayor JB Whitten
City of Crestview**



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Michael Criddle, Public Services Director
DATE: 10/20/2022
SUBJECT: Sewer Division Vacuum Truck Purchase

BACKGROUND:

The Sewer Division vacuum truck is a critical component for maintenance of the city's lift stations and wastewater collection system. This equipment is used daily to clear restricted sewer lines, and pump lift stations and manholes to eliminate blockages as needed. There is no other equipment in the city's inventory that can perform the function of the vacuum truck. Due to the number of lift stations in the wastewater collection system, which is now approaching ninety, the need for a second truck is imperative.

DISCUSSION:

The city's current vacuum truck is a 2018-year model and has been used extensively since being purchased. Due to the nature of the usage, these trucks are prone to periodic breakdowns and necessary component overhauls. The availability of rental trucks has been negatively impacted by the ongoing supply chain shortages that persist from the Covid-19 shutdowns, and also from natural disasters that occur such as hurricane Ian. The purchase of a second vacuum truck will provide the Sewer Division with the flexibility of being able to have one truck repaired or serviced and still having one truck available to meet the needs of the citizens of Crestview.

GOALS & OBJECTIVES

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FINANCIAL IMPACT

The cost of the 2023 Vactor 2100i Combination Sewer Cleaner truck is \$536,983.27. This purchase is under the Sourcewell (NJPA) contract # 101221-VTR. All Sourcewell contract documents are attached. The purchase

will be funded by the Sanitation Fund, loaned to the Utility Fund. The Utility Fund will reimburse the Sanitation Fund over a period of time.

RECOMMENDED ACTION

Staff respectfully requests approval to purchase the 2023 Vactor truck as indicated on the attached quotation # SECQ5227.

Attachments

1. SECQ 5227
2. Vactor Contract 101221
3. Vactor 101221-VTR Pricing
4. Board Resolutions
5. RFP and Addendums-Sewer Vac. 101221



QUOTE

QUOTE # SECQ5227

DATE Aug 29, 2022

CONTRACT CUSTOMER ID # 2845

CONTRACT # 101221-VTR

To: Michael Criddle
City of Crestview
715 N. Ferdon Blvd.
Crestview, FL 32536
United States

Sales Contact: Jeff Bodiford
251-298-9398
jeffb@secequip.com

Phone: 850-682-6132
criddlem@cityofcrestview.org

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell (NJPA)	Customer Location	270 - 330 Days	Net Delivery

QTY	DESCRIPTION
1	Vactor 2100i Combination Sewer Cleaner with 15 cubic yard debris body, Roots 824 16" blower, 80 GPM @ 2500 PSI water system and 1500 gallon water capacity
1	Includes all standard features plus the following equipment: Debris body washout 6" rear door knife valve with Camloc coupling, 3:00 position Externally mounted trash pump with floating arm Four (4) cyclone separators Folding pipe rack, curbside Folding pipe rack, street side Rear door splash shield Lube manifold with lube chart Front blower controls Blower high temp safety shutdown Digital water level indicator 180 degree 10 foot telescoping boom with elbow Belly pack wireless controls with LCD display 600' x 1" Piranha sewer hose 2500 PSI Hose wind guide (dual roller) Auto, non-indexing Rodder hose pinch roller High pressure 1/2" hose reel Rodder pump drain valves Final filter and silencer ball valve drains Rear directional control, LED arrowboard Wireless, waterproof, rechargeable, handheld LED spot light Lighting package, 6 Federal Signal strobe lights LED work lights on boom LED work light curb side LED work light operator station Behind cab tool box 16 x 30 x 96 (3) 8" x 5' aluminum vacuum tubes (3) 8" quick clamps 1" x 15' leader hose Hydrant wrench
1	R30989 Electric lateral cleaning reel, pay in/out with speed control, 200' 1/2" hose

QTY

DESCRIPTION

1	Vactor 5 year warranty	
1	Nozzle package A: Grenade, Chisel Point, Aquadrill & Warthog WG package	
1	Included Vactor parts and accessories over 5 year period: (2) rolls of 1" x 600' sewer hose (2) debris hoses (4) cage/cap gaskets and screens for water system	
1	Vactor PM inspections - quarterly for 5 years	
1	2023 Freightliner 114SD 370 HP, Allison automatic, 66,000 GWR	
1	Extended chassis warranties: Cummins 5 year / 100,000 mile engine Cummins 5 year / 100,000 mile after treatment Truck 5 year / 200,000 mile Allison 5 year unlimited Towing 5 year unlimited, cap applies	
1	LESS: Sourcewell (NJPA) discount per contract # 101221-VTR	-\$11,522.73

This quote does not include any federal, state, or local taxes.

* In stock equipment are subject to prior sale. *

This Quote is valid for 30 Days.

TOTAL

\$536,983.27

Please contact me if I can be of further assistance.

BIRMINGHAM OFFICE

2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE OFFICE

2025 West I-65 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768

SHELBYVILLE OFFICE

3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-5323

STONECREST OFFICE

2601 South Stone Mountain Lithonia Road
Stonecrest, Georgia 30058
Ph: (706) 685-6900
Fax: (706) 609-3491



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THIS CHANGES
EVERYTHING.
AGAIN.



VACTOR[®]
2100i

THE NEW VACTOR® 2100i. SIMPLY BETTER.



intuitive. intelligent. innovative. individualized. incomparable.

These words describe the new Vactor 2100i. Add it all together and you have a machine that combines proven performance with a new level of simplicity and ease. With an emphasis on ergonomics, Vactor has engineered an array of innovations that together speeds work, reduces fatigue on your operators, and lets them focus on the work in front of them, not the machine behind them. Among the host of innovations you'll find on the 2100i are:

- New IntuiTouch™ single in-cab control screen for PTO/Transfer Case Activation that is as simple as pushing a button
- New IntuiTouch operator control station that features a singular, adjustable control panel for operator ease and comfort during all sewer cleaning functions
- New 7" easy-to-read screen at the operator's station to monitor critical data from the sewer cleaning system and chassis
- New optional wireless controls, including updated belly pack and handheld remotes featuring a view screen for monitoring key operational functions when working away from the truck
- New optional RDB 1015™ Rapid Deployment Boom telescopes out 10 feet and extends the debris hose down 15 feet minimizing the need for additional tubes, speeding and easing set-up and tear-down

The new 2100i is truly the evolution of a revolution that is not just easier to operate...it's easier on the operator

VACTOR 2100i.

INTUITIVE IN EVERY WAY.

New IntuiTouch® one-touch in-cab controls redefine simplicity

- 7" touch screen control features backlit tactile buttons
- Includes controls and viewing screen for camera, lighting, recirculation and PTO/Transfer case activation
- One-Touch engagement to activate PTO and transfer case – allowing operators to gain control of all operational systems
- Operator can view the current operating mode, recirculation status, flows, pressures and more



New IntuiTouch control station puts all cleaning system functions into a single, simple control panel

- Articulating controls with up/down adjustment for individualized maximum comfort – articulation allows the control panel to adjust on a 90 degree arc for better access and screen visibility while operating the hose reel and boom
- All controls are consolidated into a single control panel including a 7" dashboard screen with glove-friendly tactile buttons featuring at-a-glance data for water pressure and flow, hose footage, chassis RPM, vacuum information, water level*, debris tank level* and more



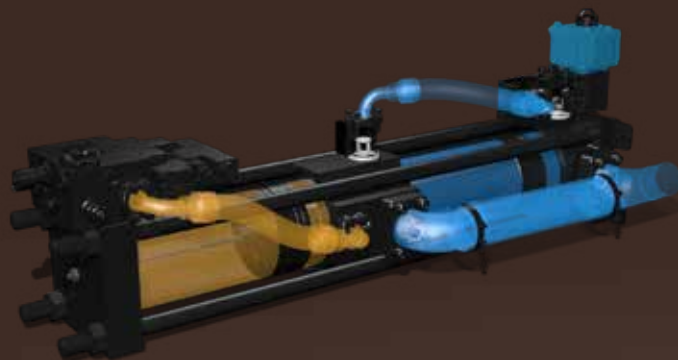
- New, reliable touch buttons with backlit feedback enable the operator to know if a selected function is active
- The new hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- The boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Operators have full control of the water system via a single Multi-Flow control dial – enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

*Optional equipment

UP AND DOWN, FRONT AND BACK THE VACTOR 2100i OFFERS YOU GREATER OPERATING EASE AND EFFICIENCY.

- JetRodder® Water Pump

- Uniquely designed for sewer cleaning, the JetRodder Water Pump provides smooth continuous flows through its entire operating range – ranges available from 0 to 100 GPM and pressures up to 3000 PSI
 - Easily activated, powerful “Jackhammer” action for long runs or difficult blockages
 - The slow movements of its five moving parts make the Vactor JetRodder pump the industry leader in longevity and carefree maintenance
- Vactor's Multi-Flow system lets operators set the flow at a lower rpm resulting in better fuel economy without sacrificing performance
 - Vactor's unique air-routing and filtration system get the work done faster, safer, and more productively
 - All water valves are located in the same mid-ship control station, reducing the amount of walking back and forth around the truck by the operator
 - The quieter engine design, high ground clearance, lower water fill point, and twist-and-lock pipe restraints enhance the operator experience
 - The hose reel can telescope out up to 15 inches and rotate up to 270° for optimal positioning
 - Vactor's water tank system is designed and built with high quality, high-strength light weight aluminum for maximum capacity and maintaining a low center of gravity – the tanks feature superior corrosion resistance and are backed by a 10-year standard warranty
 - Unique Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
 - Standard 60 inch (1524 mm) high dump enables you to unload debris into roll-offs up to 5-feet (1.524 m) high without requiring a lift or ramp





IntuiTouch articulated controls put controls within comfortable reach, allowing operators to better focus on their work



Vector's centrifugal cyclones* are designed and located to improve air filtration and permit easier cleaning

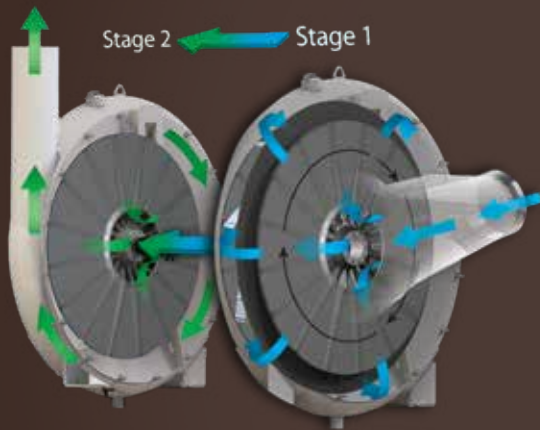


*Optional equipment

THE VACTOR 2100i COMES IN THE CONFIGURATIONS YOU NEED.

Our Positive Displacement (PD) model is ideal for pulling material long distances

With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, the Vactor 2100i PD is the machine you need to tackle your deepest pulls. In addition, our multi-stage blower filtration system is the most productive of its kind, and unique design features make the 2100i the most operator friendly unit available.



For all around service, choose a single engine, single or dual stage fan model

Vactor's fan system is the right choice for all-around sanitary and storm sewer cleaning. Whether equipped with a single or dual (for greater vacuum) fan system, our lightweight, perfectly balanced aluminum fan provides superior performance to handle your toughest jobs. Our unique system also minimizes energy consumption while maximizing performance.

Our water recycling model saves thousands of gallons of clean water every shift

Simple to operate, our self-cleaning system offers significant advantages:

- Absolute water filtration to 100 micron particle sizes eliminates most abrasive particles to protect the water pump, hoses, nozzles, and sewer lines
- 5-stage filtration system combines settling, centrifugal separation and absolute filtration to 100 microns
- Simultaneous operation recycles water while cleaning lines
- No moving parts in the body or tanks
- Never a need to enter a body or tank to maintain the system components



CUSTOMIZE YOUR 2100i WITH PERFORMANCE DRIVEN OPTIONS.

Our RDB 1015 Rapid Deployment Boom **RDB 1015™**

Our revolutionary new boom telescopes 10 feet out and extends the debris hose down 15 feet speeding work, and, in many cases, eliminating the need for additional tubes, reducing operator fatigue. The RDB 1015 offers you:

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- Reach greater depths without raising the position of the boom to enhance speed and efficiency
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths



New wireless controls

Vector has enhanced its wireless controls with new belly pack and handheld remotes that feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the fixed operator station
- Multiple control functions including hose reel control, boom control, e-stop and more



Over 100 precision-engineered enhancements are available, including:

- Cold weather recirculation system
- Liquid debris pump-off system
- Debris flush-out system
- Fail-safe hydraulic door locking system
- Water tank capacity up to 1,500 gallons (5,678 L)
- Pump delivery system up to 120 gpm
- Hose reel capacity up to 1,000 ft. (305 m)
- Automatic hose level wind guide
- Safety warning lighting packages
- Hydro-Excavation Kits

Demo the new Vector 2100i today.
Visit Vector.com to find your local dealer.

THE NEW VACTOR 2100i

Performance you expect from a proven leader.



For nearly half a century, Vactor® Manufacturing has been the leader in building combination sewer cleaners that offer innovations and design advantages that drive productivity, enhance operator performance and security, and bring operations large and small greater economy and efficiency. With the new Vactor 2100i, we have once again raised the bar, bringing you a new level of operating ease and greater control.

More than a manufacturer, Vactor offers you customized solutions featuring unmatched quality and backed by powerful support. When the rain is falling and the water is rising, Vactor is the brand you can trust.

Sold & Serviced by:



VACTOR®
Subsidiary of Federal Signal Corporation

vactor.com

Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 USA
Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some products shown with optional equipment. Vactor®, JetRodder®, IntuiTouch®, RDB 1015™, and ParkNClean® are registered trademarks of Vactor Manufacturing. This product may be covered by one or more United States Patents and/or pending patent applications. See: www.vactor.com/patents. Vactor is a subsidiary of Federal Signal Corp. Federal Signal is listed in the NYSE by the symbol FSS.

Effective Date 6/20

P/N 00107-I

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**Solicitation Number: RFP #101221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

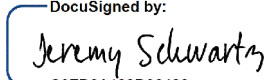
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

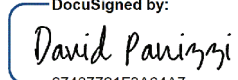
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Vactor Manufacturing,
a division of Federal Signal

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
12/20/2021 | 11:51 AM CST
Date: _____

DocuSigned by:

By: 67407721F3A64A7...
David Panizzi
Title: Business Development Manager
12/20/2021 | 11:57 AM PST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
12/20/2021 | 2:05 PM CST
Date: _____

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Elgin Sweeper Co.

Does your company conduct business under any other name? If yes, please state: Elgin Sweeper Co. Division of Federal Signal and Vactor Manufacturing

Address: 1300 W Bartlett Rd
Elgin, IL 60120

Contact: David Panizzi

Email: dpanizzi@elginsweeper.com

Phone: 847-622-7153

HST#: 36-2351764

Submission Details

Created On: Thursday September 16, 2021 12:18:49

Submitted On: Monday October 11, 2021 14:51:07

Submitted By: David Panizzi

Email: dpanizzi@elginsweeper.com

Transaction #: 5f37a299-5bd6-4ac4-aedf-2f1ad40fd7bc

Submitter's IP Address: 4.28.67.162

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vactor Manufacturing (a Division of Federal Signal)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vactor Manufacturing; TruVac	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vactor Manufacturing; TruVac	*
4	Proposer Physical Address:	1621 South Illinois St. Streator, IL 61364	*
5	Proposer website address (or addresses):	www.Vactor.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Vector Manufacturing works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with over 55 years of product design and manufacturing experience. Vector Manufacturing is a recognized leader in high quality sewer cleaning and hydro-excavation solutions.
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in sewer cleaner and hydro excavator designs and product offerings.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vector is the clear leader of our industry in North America. Our growth over the past 15 years has necessitated two, multi-million dollar factory expansions. The most recent concluding in 2020. Vector is a subsidiary of Federal Signal - a publicly traded company with more than \$1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https://www.federalsignal.com/annual-quarterly-reports
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sewer cleaning and hydro excavation model/technologies, we believe our aggregate market share to be approximately 40%.
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we have approximately 32% market share across all types of sewer cleaning and hydro excavation technologies.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Vector Manufacturing and Federal Signal Corp. have never been the subject of a bankruptcy action.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-users. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Vector is ISO 9001 and 14001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Vector Manufacturing received the Chicago Innovation Award for the Paradigm Hydro Excavation unit in 2016.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 62%
20	What percentage of your sales are to the education sector in the past three years	Less than 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Annual sales volumes are unknown.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hampton Roads & Sanitation District (HRSD) member #46762	John "JJ" Jones	(757) 460-7069	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
Orange County Utilities, member ID 141910	Nathaniel Haney	(407) 883-9574	
City of Chesapeake, member ID 52040	Mike Colgan	(757) 382-3321	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Vactor/TruVac has ten Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Vactor/TruVac has an Inside Service organization with eight technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sewer cleaner/hydro excavation unit is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the equipment. History is showing that Vactor dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with equipment installation/operation training. Shortly after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Vactor Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Vactor we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Vactor and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use sewer cleaner and/or hydro excavators.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vactor utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, YouTube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experience the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sewer cleaner/hydro vac as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific maintenance training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.
40	Describe any technological advances that your proposed products or services offer.	Available on our Vactor 2100i combination units we offer a patented Rapid Deployment Boom (RDB). This feature provides for significantly improved productivity in reduced set-up times and also reduces need for operator set-up/breakdown frequency for improved safety and reduced fatigue. Our standard advanced Intui-Touch control system is ergonomically designed that allows for safe and easy interactive control interface. We have also introduced a water-recycler option that again greatly improves productivity while reducing water consumption in the line cleaning process. On our TruVac products we have optional Dig-Right technology (also patented) that allows the operator to set pressure limits to ensure safe digging practices.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vactor is ISO 14001 certified (environmental management) which speaks to our environmental management commitment at our factory. Also, the water recycler option mentioned in line item 40 provides for significantly reduced water usage. Lastly, all of our units are now single-engine operation which eliminates the need for an auxiliary engine to drive air-flow for cleaning. This significantly reduces emission and need for secondary engine maintenance.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 14001 would be the only third-party issued certification related to environmental management. However, as mentioned above, we are certainly focused on energy efficiency/conservation. I would go as far as saying that we are a leader in developing and providing environmentally beneficial solutions including using alternative fuels such as CNG.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Vactor does not qualify under any of these business headings, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer a variety of combination, jetter only or vacuum only sewer cleaner solutions that can be tailored to specific member requirements. We have a large selection of optional content that allows for customization for specific applications as well as the ability to provide specialized (engineered) solutions that may require unique attention/design. Our excavation products also are available in various sizes with the ability to excavate with water or air. Our products are also supported by a seasoned dealer network that is trained with the capability of supporting users throughout North America.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as nozzles.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Vactor and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Vactor and our dealers. We have been know to assist our end-user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a product returned. If one of our sewer cleaners was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their product - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific targeted specials. These are dealer specific.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	To ensure that our products are supported in a timely manner we offer a bumper-to-bumper, 1-year standard warranty (exclusive of wear parts). We have a nation wide/North American service network with all dealer connected via our service network software (providing specific unit service history and service/recall information). We also have a 24-hour hotline to assist both dealers and end-user with diagnosis and troubleshooting information.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Several months after delivery of each new unit we send out a Customer Satisfaction Survey asking for feedback in the areas of product quality, performance, level of satisfaction with their dealer experience and overall product. Any negative mark or comment is recorded and assigned for follow-up. The scores are tallied in the form of a Customer Satisfaction Index (CSI) score. Several quality and service performance measures are tied to the CSI. This helps us understand the voice of the customer and ensures that we are monitoring quality, performance and overall customer satisfaction at the manufacturer level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Payment terms are established between the Vactor dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do much of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and us is net 30-days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Vactor dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example document in the upload section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Vactor dealer. I do not believe P-card transactions are used. We (Vactor) do not accept P-card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sewer cleaners and hydro-excavators. Our pricing model is a 3% discount from list price on all Vactor/TruVac manufactured products (and options) exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sewer cleaners and hydro-vacs. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. We will also offer used sewer cleaners and hydro-vacs, primarily from our rental fleet. These are generally late model year and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and the Vactor dealer. This allows members a method of obtaining quality equipment at a much lower initial acquisition cost.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Vactor/TruVac manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted to determine appropriate and consistent rental rates. Used equipment pricing will be negotiated and agreed to between member and Vactor dealer.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts may be considered on a case-by-case basis.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Vactor. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our products are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Vactor/TruVac equipment-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sewer cleaners/hydro vacs. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary significantly, we do not provide chassis pricing. Our dealers will provide chassis quote through at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide. Supply of chassis is currently constrained.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery, however, is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the product, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of sewer cleaners and hydro vacs for this Sourcewell proposal is better than what we typically offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Vactor) and is not a line item past on to the member.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental our full line of combination sewer cleaners, jetters, catch basin (sewer vacuums) and our hydro and air excavation products. This includes multiple sizes/capacities for combination sewer cleaners, truck mounted jetters and catch-basin (vacuum) units. Also, trailer mounted jetters and various sized hydro and air excavation units under our TruVac brand name. Also included is our Liquid Vacuum Tanker (LVT) that is a simple water/sludge pump designed for vacuuming refuse/dirty water, containing and transporting that material.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Combination Sewer Cleaners (various capacities) mounted on appropriately sized class 8 truck chassis; Catch Basin (vac only) units; Truck-Mounted Jetter and trailer-mounted Jetters; Various sized Hydro and Air Excavation units mounted on appropriately sized truck chassis; and Liquid Vacuum Tanker (LVT) trucks.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	☒ Yes ☐ No	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.	*
73	Hydro or air excavation equipment	☒ Yes ☐ No	Full-line of various sized, truck-mounted Hydro and Air excavation units.	*
74	Jetters and rodders	☒ Yes ☐ No	Various sized jetters including both truck and trailer-mounted units.	*
75	Dewatering, mud, trash, and centrifugal pumps	☒ Yes ☐ No	Straight trash pumps are not part of our offering.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	☒ Yes ☐ No	Our LVT units (TruVac Jackal) can be used in treatment facilities to assist with cleaning.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	☐ Yes ☒ No	Service parts and supplies are not included in our proposal.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	All our products include single button Emergency Stops (E-Stops) at all human-machine interfaces to allow for rapid shutdown of operation. Our Rapid Deployment Boom (RDB) eliminates the need for repeated operator actions for set-up and breakdown throughout the workday. Our Dig-Right technology will automatically control pressure settings to avoid damaging underground utilities that would cause unsafe working conditions. We also have auto Water Shut Off (WSO) on the digging lance on our hydro ex units to provide an extra layer of safety for operators.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our RDB 10x15 boom, as previously described, significantly improves productivity. Our water recycler option significantly reduces the need to fill-up with fresh water thus providing for greater productive time. The Dig-Right option on our Vacuum Excavators allows greater productivity by automatically adjusting pressures to digging conditions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Vactor TruVac Pricing files.zip - Monday October 11, 2021 09:49:16
- [Financial Strength and Stability](#) - fss_2020_10k.pdf - Thursday October 07, 2021 11:17:49
- [Marketing Plan/Samples](#) - 2021 Vactor Facebook - Sourcewell.pdf - Thursday October 07, 2021 11:19:56
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Vactor and TruVac Warranty.zip - Thursday October 07, 2021 11:23:13
- [Standard Transaction Document Samples](#) - Vactor Transaction example.zip - Thursday October 07, 2021 11:23:02
- [Upload Additional Document](#) - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Thursday October 07, 2021 11:18:26

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Vactor Manufacturing

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☒	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☒	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☒	1

Vactor 101221-VTR

Pricing for contract #101221-VTR offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis.

**SOURCEWELL
STATE OF MINNESOTA**



Member Zylka moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2021-16

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thomas
and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Thomas, Thiel, Kircher

and the following voted against: (list names here or "NONE")
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
SARAH NAGER
CF62F09F8AFC4BB...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - July 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Tele-Therapy Services

Requesting Board permission to Re-Solicit the following categories:

Sewer Vacuum and Hydro-Excavation Trucks with Related Accessories

Street Sweepers with Related Accessories

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Ecopest, Inc.	042821-ECO	"Pest Management Services with Related Products"
Orkin, LLC	042821-ORK	"Pest Management Services with Related Products"
Icom America, Inc.	042021-ICM	"Public Safety Communications Technology and Hardware Solutions"
IP Access International	042021-IAC	"Public Safety Communications Technology and Hardware Solutions"
L3Harris Technologies, Inc.	042021-L3H	"Public Safety Communications Technology and Hardware Solutions"
Motorola Solutions, Inc.	042021-MOT	"Public Safety Communications Technology and Hardware Solutions"
PURVIS Systems, Incorporated	042021-PUR	"Public Safety Communications Technology and Hardware Solutions"
RadioMobile, Inc.	042021-RDO	"Public Safety Communications Technology and Hardware Solutions"
Westnet, Inc.	042021-WNT	"Public Safety Communications Technology and Hardware Solutions"
Zetron, Inc.	042021-ZET	"Public Safety Communications Technology and Hardware Solutions"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Hi-Lite Airfield Services, LLC	062817-HLA	"Airport Consumable Products with Related Supplies and Services"

NEW ezIQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Step 1 Enterprises, LLC	MD-R1-GC01-052621-S1E	State of Maryland - Region 1 - General Construction
F.H. Paschen	MD-R1-GC02-052621-FHP	State of Maryland - Region 1 - General Construction
Centennial Contractors Enterprises	MD-R1-GC03-052621-CCE	State of Maryland - Region 1 - General Construction
Johnson-Laue Construction	MD-R1-GC04-052621-JLC	State of Maryland - Region 1 - General Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R1-E01-052621-BEC	State of Maryland - Region 1 - Electrical Construction
Skyline Roofing, Inc.	MD-R1-RW01-052621-SKY	State of Maryland - Region 1 - Roofing/Waterproofing Construction
Vigil Contracting, Inc.	MD-R2-GC01-052621-VGL	State of Maryland - Region 2 - General Construction
Keller Brothers, Inc.	MD-R2-GC02-052621-KBI	State of Maryland - Region 2 - General Construction
S-Works Construction Corporation	MD-R2-GC03-052621-SWC	State of Maryland - Region 2 - General Construction
The Matthews Group, Inc.	MD-R2-GC04-052621-TMG	State of Maryland - Region 2 - General Construction
Vigil Contracting, Inc.	MD-R2-HVAC01-052621-VGL	State of Maryland - Region 2 - HVAC/Mechanical Construction
Adrian L. Merton, Inc.	MD-R2-HVAC02-052621-ALM	State of Maryland - Region 2 - HVAC/Mechanical Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R2-E01-052621-BEC	State of Maryland - Region 2 - Electrical Construction
Vigil Contracting, Inc.	MD-R2-E02-052621-VGL	State of Maryland - Region 2 - Electrical Construction
Skyline Roofing, Inc.	MD-R2-RW01-052621-SKY	State of Maryland - Region 2 - Roofing/Waterproofing Construction
Nichols Contracting, Inc.	MD-R3-GC01-052621-NIC	State of Maryland - Region 3 - General Construction
Centennial Contractors Enterprises	MD-R3-GC02-052621-CCE	State of Maryland - Region 3 - General Construction
Paige Industrial Services, Inc.	MD-R3-GC03-052621-PAI	State of Maryland - Region 3 - General Construction
Vigil Contracting, Inc.	MD-R3-GC04-052621-VGL	State of Maryland - Region 3 - General Construction
Vigil Contracting, Inc.	MD-R3-HVAC01-052621-VGL	State of Maryland - Region 3 - HVAC/Mechanical Construction
Adrian L. Merton, Inc.	MD-R3-HVAC02-052621-ALM	State of Maryland - Region 3 - HVAC/Mechanical Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R3-E01-052621-BEC	State of Maryland - Region 3 - Electrical Construction
Paige Industrial Services, Inc.	MD-R3-E02-052621-PAI	State of Maryland - Region 3 - Electrical Construction
Skyline Roofing, Inc.	MD-R3-RW01-052621-SKY	State of Maryland - Region 3 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R3-RW02-052621-PAI	State of Maryland - Region 3 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R3-PAC01-052621-PAI	State of Maryland - Region 3 - Paving/Concrete/Asphalt Construction
Vigil Contracting, Inc.	MD-R4-GC01-052621-VGL	State of Maryland - Region 4 - General Construction

APPENDIX A Continued

Centennial Contractors Enterprises	MD-R4-GC02-052621-CCE	State of Maryland - Region 4 - General Construction
Keller Brothers, Inc.	MD-R4-GC03-052621-KBI	State of Maryland - Region 4 - General Construction
S-Works Construction Corporation	MD-R4-GC04-052621-SWC	State of Maryland - Region 4 - General Construction
Vigil Contracting, Inc.	MD-R4-HVAC01-052621-VGL	State of Maryland - Region 4 - HVAC/Mechanical Construction
Adrian L. Merton, Inc.	MD-R4-HVAC02-052621-ALM	State of Maryland - Region 4 - HVAC/Mechanical Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R4-E01-052621-BEC	State of Maryland - Region 4 - Electrical Construction
Vigil Contracting, Inc.	MD-R4-E02-052621-VGL	State of Maryland - Region 4 - Electrical Construction
Nichols Contracting, Inc.	MD-R5-GC01-052621-NIC	State of Maryland - Region 5 - General Construction
Vigil Contracting, Inc.	MD-R5-GC02-052621-VGL	State of Maryland - Region 5 - General Construction
Paige Industrial Services, Inc.	MD-R5-GC03-052621-PAI	State of Maryland - Region 5 - General Construction
Centennial Contractors Enterprises	MD-R5-GC04-052621-CCE	State of Maryland - Region 5 - General Construction
Vigil Contracting, Inc.	MD-R5-HVAC01-052621-VGL	State of Maryland - Region 5 - HVAC/Mechanical Construction
Adrian L. Merton, Inc.	MD-R5-HVAC02-052621-ALM	State of Maryland - Region 5 - HVAC/Mechanical Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R5-E01-052621-BEC	State of Maryland - Region 5 - Electrical Construction
Vigil Contracting, Inc.	MD-R5-E02-052621-VGL	State of Maryland - Region 5 - Electrical Construction
Skyline Roofing, Inc.	MD-R5-RW01-052621-SKY	State of Maryland - Region 5 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R5-RW02-052621-PAI	State of Maryland - Region 5 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R5-PAC02-052621-PAI	State of Maryland - Region 5 - Paving/Concrete/Asphalt Construction
Vigil Contracting, Inc.	MD-R6-GC01-052621-VGL	State of Maryland - Region 6 - General Construction
Keller Brothers, Inc.	MD-R6-GC02-052621-KBI	State of Maryland - Region 6 - General Construction
Paige Industrial Services, Inc.	MD-R6-GC03-052621-PAI	State of Maryland - Region 6 - General Construction
Centennial Contractors Enterprises	MD-R6-GC04-052621-CCE	State of Maryland - Region 6 - General Construction
Vigil Contracting, Inc.	MD-R6-HVAC01-052621-VGL	State of Maryland - Region 6 - HVAC/Mechanical Construction
Paige Industrial Services, Inc.	MD-R6-HVAC02-052621-PAI	State of Maryland - Region 6 - HVAC/Mechanical Construction
Bethel Electric Construction Company of Maryland, LLC	MD-R6-E01-052621-BEC	State of Maryland - Region 6 - Electrical Construction
Vigil Contracting, Inc.	MD-R6-E02-052621-VGL	State of Maryland - Region 6 - Electrical Construction
Paige Industrial Services, Inc.	MD-R6-RW02-052621-PAI	State of Maryland - Region 6 - Roofing/Waterproofing Construction
Paige Industrial Services, Inc.	MD-R6-PAC02-052621-PAI	State of Maryland - Region 6 - Paving/Concrete/Asphalt Construction

ezIQC RENEWALS

Company Name	Contract Number	
I.B. Abel, Inc.	MD-WMA-E01-042419-IBA	
FHP Tectonics Corp.	MD-WMA-GC01-042419-FTC	
Hite Roofing	MD-WMA-R02-042419-HAS	
The Matthews Group	MD-WMA-GC02-042419-TMG	
Carl Belt, Inc.	MD-WMA-GC03-042419-CBI	
S & S Electric Co	MD-WMA-E02-042419-SSE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-DET-GC-B-050118-FHP	
Marshall Contracting Services	MI-LAN-C-A-050118-MCS	
Marshall Contracting Services	MI-LAN-WSUI-A-050118-MCS	
Allied Building Service Company of Detroit, Inc.	MI-LAN-E-A-050118-ABS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-GRP-GC-B-050118-FHP	
Allied Building Service Company of Detroit, Inc.	MI-LAN-GC-C-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-DET-HVAC-A-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-DET-GC-C-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-DET-E-A-050118-ABS	
Marshall Contracting Services	MI-DET-GC-A-050118-MCS	
Allied Building Service Company of Detroit, Inc.	MI-LAN-HVAC-A-050118-ABS	
Marshall Contracting Services	MI-DET-WSUI-A-050118-MCS	
Marshall Contracting Services	MI-DET-DEM-A-050118-MCS	
Bloom Roofing Systems, Inc.	MI-LAN-R-A-050118-BRS	
Marshall Contracting Services	MI-DET-C-A-050118-MCS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-LAN-GC-A-050118-FHP	
Allied Building Service Company of Detroit, Inc.	MI-GRP-GC-C-050118-ABS	
Bloom Roofing Systems, Inc.	MI-GRP-R-A-050118-BRS	
Marshall Contracting Services	MI-LAN-GC-B-050118-MCS	

APPENDIX A Continued

Allied Building Service Company of Detroit, Inc.	MI-GRP-E-A-050118-ABS	
Allied Building Service Company of Detroit, Inc.	MI-GRP-HVAC-A-050118-ABS	
Bloom Roofing Systems, Inc.	MI-DET-R-A-050118-BRS	
PEL Construction LLC	MI-GRP-GC-A-050118-PGC	
Wesfield Construction Co. Inc.	NH-GMVR-GC-A-061218-WCC	
Jordy & Company	CO-GC02-050219-JOR	
Happel & Associates, Inc.	CO-GC01-050219-HAI	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
Tecta America Corp	KY-NC-RW02-062420-TEA	
Tecta America Corp	KY-E-RW02-062420-TEA	
The Lusk Group	KY-NC-RW01-062420-LMC	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
Place Services, Inc.	KY-W-E01-062420-PLS	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
Place Services, Inc.	KY-E-GC01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
The Lusk Group	KY-NC-HVAC02-062420-LMC	
ACCO Engineered Systems, Inc.	CA-REN-CIR-M01-062718-AES	
Enterprise Electric Datacom	CA-CR-E01-062718-EED	
Express Energy Services, Inc.	CAREN-SIR-GL01-062718-EES	
ACCO Engineered Systems, Inc.	CA-REN-SIR-M01-062718-AES	
Horizons Construction Co. Int'l, Inc	CA-CR-GB01-062718-HCC	
Vincor Construction, Inc.	CA-CR-GB02-062718-VCI	
ACCO Engineered Systems, Inc.	CA-CR-M01-062718-AES	
Express Energy Services, Inc.	CAREN-SCR-GL01-062718-EES	
ACCO Engineered Systems, Inc.	CA-REN-SCR-M01-062718-AES	
Brown & Root	MO01A-071117-BRI	
Vazquez Commercial Contracting, LLC	MO01B-071117-VCC	
The Wilson Group	MO01C-071117-TWG	
Reasbeck Construction, Inc.	MO02A-071117-RCI	
Brown & Root	MO02B-071117-BRI	
The Wilson Group	MO02C-071117-TWG	
Brown & Root	MO03B-071117-BRI	
Vazquez Commercial Contracting, LLC	MO03C-071117-VCC	
ezIQC CONTRACT EXTENSIONS		
Company Name	Contract Number	

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

12/21/2021

Resolution No. 2021-29

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thomas
and the following voted in favor: (list names here)
 wilson, Zylka, Thomas, Thiel, Arts, Kircher
and the following voted against: (list names here or "NONE")
 None
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CF62F09F8AFC4BB...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - December 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Athletic Surfaces with Installation, and Related Equipment, Materials, and Services
 Artificial Turf, Tracks with Installation, and Related Equipment, Materials, and Supplies

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
ASH North America, Inc.	093021-AEB	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Bucher Municipal North America	093021-BUC	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Curbtender, Inc.	093021-CRB	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Elgin Sweeper Company	093021-ELG	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Exprolink, Inc.	093021-EXP	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
FAYAT Environmental Solutions Americas	093021-FAY	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Global Environmental Products, Inc.	093021-GEP	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
Schwarze Industries, Inc.	093021-SWZ	"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"
GapVax, Inc.	101221-GPV	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Gradall Industries, Inc.	101221-GRD	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Holland Pump Company	101221-HLD	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Ring-O-Matic, Inc.	101221-RGO	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Sewer Equipment Company of America	101221-SCA	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Super Products, LLC	101221-SPL	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Thompson Pump and Manufacturing Company	101221-TPM	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Vac-Con, Inc.	101221-VAC	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"
Vactor Manufacturing	101221-VTR	"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title

NEW ezIQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Jewel of the South, Inc.	FL-R1-GC01-111821-JOS	Region 1 - Northwest Florida -General Construction
F.H. Paschen	FL-R1-GC02-111821-FHP	Region 1 - Northwest Florida -General Construction
Place Services, Inc.	FL-R1-GC03-111821-PLA	Region 1 - Northwest Florida -General Construction
JOC Construction, LLC	FL-R1-GC04-111821-LRI	Region 1 - Northwest Florida -General Construction
Nichols Contracting, Inc.	FL-R1-GC05-111821-NIC	Region 1 - Northwest Florida -General Construction
Johnson-Laux Construction	FL-R1-GC06-111821-JLC	Region 1 - Northwest Florida -General Construction
Advanced Roofing, Inc.	FL-R1-GC07-111821-ADR	Region 1 - Northwest Florida -General Construction

APPENDIX A Continued

RAM Construction & Development, LLC	FL-R1-GC08-111821-RAM	Region 1 - Northwest Florida -General Construction
Millers Plumbing & Mechanical, Inc.	FL-R1-HVAC01-111821-MPM	Region 1 - Northwest Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R1-HVAC02-111821-ADR	Region 1 - Northwest Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R1-HVAC03-111821-MSF	Region 1 - Northwest Florida - HVAC/Mechanical
Nichols Contracting, Inc.	FL-R1-E01-111821-NIC	Region 1 - Northwest Florida - Electrical
Advanced Roofing, Inc.	FL-R1-E02-111821-ADR	Region 1 - Northwest Florida - Electrical
Advanced Roofing, Inc.	FL-R1-RW01-111821-ADR	Region 1 - Northwest Florida - Roofing/Waterproofing
Astra Construction Services, LLC	FL-R1-PAC01-111821-ACS	Region 1 - Northwest Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R1-PAC02-111821-DMS	Region 1 - Northwest Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R1-CC01-111821-DMS	Region 1 - Northwest Florida - Civil Construction
Astra Construction Services, LLC	FL-R1-CC02-111821-ACS	Region 1 - Northwest Florida - Civil Construction
Amici Engineering Contractors	FL-R1-CC03-111821-AME	Region 1 - Northwest Florida - Civil Construction
Jewel of the South, Inc.	FL-R2-GC01-111821-JOS	Region 2 - North Central West Florida - General Construction
F.H. Paschen	FL-R2-GC02-111821-FHP	Region 2 - North Central West Florida - General Construction
Place Services, Inc.	FL-R2-GC03-111821-PLA	Region 2 - North Central West Florida - General Construction
JOC Construction, LLC	FL-R2-GC04-111821-LRI	Region 2 - North Central West Florida - General Construction
Advanced Roofing, Inc.	FL-R2-GC05-111821-ADR	Region 2 - North Central West Florida - General Construction
Johnson-Laux Construction	FL-R2-GC06-111821-JLC	Region 2 - North Central West Florida - General Construction
RAM Construction & Development, LLC	FL-R2-GC07-111821-RAM	Region 2 - North Central West Florida - General Construction
HCR Construction, Inc.	FL-R2-GC08-111821-HCR	Region 2 - North Central West Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL- R2-HVAC01-111821-MPM	Region 2 - North Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R2-HVAC02-111821-ADR	Region 2 - North Central West Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R2-HVAC03-111821-MSF	Region 2 - North Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R2-E01-111821-ADR	Region 2 - North Central West Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R2-E02-111821-IFS	Region 2 - North Central West Florida - Electrical
Advanced Roofing, Inc.	FL-R2-RW01-111821-ADR	Region 2 - North Central West Florida - Roofing/Waterproofing
Amici Engineering Contractors	FL-R2-PAC03-111821-AME	Region 2 - North Central West Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R2-PAC02-111821-ACS	Region 2 - North Central West Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R2-PAC03-111821-DMS	Region 2 - North Central West Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R2-CC01-111821-DMS	Region 2 - North Central West Florida - Civil Construction
Astra Construction Services, LLC	FL-R2-CC02-111821-ACS	Region 2 - North Central West Florida - Civil Construction
Amici Engineering Contractors	FL-R2-CC03-111821-AME	Region 2 - North Central West Florida - Civil Construction
Jewel of the South, Inc.	FL-R3-GC01-111821-JOS	Region 3 - North Central East Florida - General Construction
F.H. Paschen	FL-R3-GC02-111821-FHP	Region 3 - North Central East Florida - General Construction
Place Services, Inc.	FL-R3-GC03-111821-PLA	Region 3 - North Central East Florida - General Construction
JOC Construction, LLC	FL-R3-GC04-111821-LRI	Region 3 - North Central East Florida - General Construction
Advanced Roofing, Inc.	FL-R3-GC05-111821-ADR	Region 3 - North Central East Florida - General Construction
Johnson-Laux Construction	FL-R3-GC06-111821-JLC	Region 3 - North Central East Florida - General Construction
RAM Construction & Development, LLC	FL-R3-GC07-111821-RAM	Region 3 - North Central East Florida - General Construction
HCR Construction, Inc.	FL-R3-GC08-111821-HCR	Region 3 - North Central East Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL- R3-HVAC01-111821-MPM	Region 3 - North Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R3-HVAC02-111821-ADR	Region 3 - North Central East Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R3-HVAC03-111821-MSF	Region 3 - North Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R3-E01-111821-ADR	Region 3 - North Central East Florida - Electrical
Advanced Roofing, Inc.	FL-R3-RW02-111821-ADR	Region 3 - North Central East Florida - Roofing/Waterproofing
Astra Construction Services, LLC	FL-R3-PAC01-111821-ACS	Region 3 - North Central East Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R3-PAC02-111821-DMS	Region 3 - North Central East Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R3-PAC03-111821-AME	Region 3 - North Central East Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R3-CC01-111821-DMS	Region 3 - North Central East Florida - Civil Construction
Astra Construction Services, LLC	FL-R3-CC02-111821-ACS	Region 3 - North Central East Florida - Civil Construction
Amici Engineering Contractors	FL-R3-CC03-111821-AME	Region 3 - North Central East Florida - Civil Construction
Jewel of the South, Inc.	FL-R4-GC01-111821-JOS	Region 4 - Northeast Florida - General Construction
F.H. Paschen	FL-R4-GC02-111821-FHP	Region 4 - Northeast Florida - General Construction
Place Services, Inc.	FL-R4-GC03-111821-PLA	Region 4 - Northeast Florida - General Construction
JOC Construction, LLC	FL-R4-GC04-111821-LRI	Region 4 - Northeast Florida - General Construction
Advanced Roofing, Inc.	FL-R4-GC05-111821-ADR	Region 4 - Northeast Florida - General Construction
Nichols Contracting, Inc.	FL-R4-GC06-111821-NIC	Region 4 - Northeast Florida - General Construction
Johnson-Laux Construction	FL-R4-GC07-111821-JLC	Region 4 - Northeast Florida - General Construction
David Mancini & Sons, Inc.	FL-R4-GC08-111821-DMS	Region 4 - Northeast Florida - General Construction
HCR Construction, Inc.	FL-R4-GC09-111821-HCR	Region 4 - Northeast Florida - General Construction
Astra Construction Services, LLC	FL-R4-GC10-111821-ACS	Region 4 - Northeast Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL- R4-HVAC01-111821-MPM	Region 4 - Northeast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R4-HVAC02-111821-ADR	Region 4 - Northeast Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R4-HVAC03-111821-MSF	Region 4 - Northeast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R4-E01-111821-ADR	Region 4 - Northeast Florida - Electrical

APPENDIX A Continued

Nichols Contracting, Inc.	FL-R4-E02-111821-NIC	Region 4 - Northeast Florida - Electrical
Advanced Roofing, Inc.	FL-R4-RW01-111821-ADR	Region 4 - Northeast Florida - Roofing/Waterproofing
Amici Engineering Contractors	FL-R4-PAC01-111821-AME	Region 4 - Northeast Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R4-PAC02-111821-ACS	Region 4 - Northeast Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R4-PAC03-111821-DMS	Region 4 - Northeast Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R4-CC01-111821-AME	Region 4 - Northeast Florida - Civil Construction
David Mancini & Sons, Inc.	FL-R4-CC02-111821-DMS	Region 4 - Northeast Florida - Civil Construction
Astra Construction Services, LLC	FL-R4-CC03-111821-ACS	Region 4 - Northeast Florida - Civil Construction
Jewel of the South, Inc.	FL-R5-GC01-111821-JOS	Region 5 - Central West Florida - General Construction
F.H. Paschen	FL-R5-GC02-111821-FHP	Region 5 - Central West Florida - General Construction
Place Services, Inc.	FL-R5-GC03-111821-PLA	Region 5 - Central West Florida - General Construction
JOC Construction, LLC	FL-R5-GC04-111821-LRI	Region 5 - Central West Florida - General Construction
Advanced Roofing, Inc.	FL-R5-GC05-111821-ADR	Region 5 - Central West Florida - General Construction
Nichols Contracting, Inc.	FL-R5-GC06-111821-NIC	Region 5 - Central West Florida - General Construction
Johnson-Laux Construction	FL-R5-GC07-111821-JLC	Region 5 - Central West Florida - General Construction
David Mancini & Sons, Inc.	FL-R5-GC08-111821-DMS	Region 5 - Central West Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL-R5-HVAC01-111821-MPM	Region 5 - Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R5-HVAC02-111821-ADR	Region 5 - Central West Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R5-HVAC03-111821-MSF	Region 5 - Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R5-E01-111821-ADR	Region 5 - Central West Florida - Electrical
Nichols Contracting Inc	FL-R5-E02-111821-NIC	Region 5 - Central West Florida - Electrical
Advanced Roofing, Inc.	FL-R5-RW01-111821-ADR	Region 5 - Central West Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R5-PAC01-111821-DMS	Region 5 - Central West Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R5-PAC02-111821-ACS	Region 5 - Central West Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R5-PAC03-111821-AME	Region 5 - Central West Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R5-CC01-111821-DMS	Region 5 - Central West Florida - Civil Construction
Astra Construction Services, LLC	FL-R5-CC02-111821-ACS	Region 5 - Central West Florida - Civil Construction
Amici Engineering Contractors	FL-R5-CC03-111821-AME	Region 5 - Central West Florida - Civil Construction
Jewel of the South, Inc.	FL-R6-GC01-111821-JOS	Region 6 - Central Florida - General Construction
F.H. Paschen	FL-R6-GC02-111821-FHP	Region 6 - Central Florida - General Construction
Shiff Construction & Development, Inc.	FL-R6-GC03-111821-SCD	Region 6 - Central Florida - General Construction
Advanced Roofing, Inc.	FL-R6-GC04-111821-ADR	Region 6 - Central Florida - General Construction
JOC Construction, LLC	FL-R6-GC05-111821-LRI	Region 6 - Central Florida - General Construction
Place Services, Inc.	FL-R6-GC06-111821-PLA	Region 6 - Central Florida - General Construction
Centennial Contractors Enterprises	FL-R6-GC07-111821-CCE	Region 6 - Central Florida - General Construction
Ovation Construction Company	FL-R6-GC08-111821-OCC	Region 6 - Central Florida - General Construction
Hall Mechanical and Air Conditioning LLC	FL- R6-HVAC01-111821-HMA	Region 6 - Central Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R6-HVAC02-111821-ADR	Region 6 - Central Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R6-HVAC03-111821-MSF	Region 6 - Central Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R6-E01-111821-ADR	Region 6 - Central Florida - Electrical
Nichols Contracting, Inc.	FL-R6-E02-111821-NIC	Region 6 - Central Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R6-E03-111821-IFS	Region 6 - Central Florida - Electrical
Advanced Roofing, Inc.	FL-R6-RW01-111821-ADR	Region 6 - Central Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R6-PAC01-111821-DMS	Region 6 - Central Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R6-PAC02-111821-ACS	Region 6 - Central Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R6-PAC03-111821-AME	Region 6 - Central Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R6-CC01-111821-DMS	Region 6 - Central Florida - Civil Construction
Astra Construction Services, LLC	FL-R6-CC02-111821-ACS	Region 6 - Central Florida - Civil Construction
Amici Engineering Contractors	FL-R6-CC03-111821-AME	Region 6 - Central Florida - Civil Construction
Jewel of the South, Inc.	FL-R7-GC01-111821-JOS	Region 7 - Central East Florida - General Construction
F.H. Paschen	FL-R7-GC02-111821-FHP	Region 7 - Central East Florida - General Construction
Shiff Construction & Development, Inc.	FL-R7-GC03-111821-SCD	Region 7 - Central East Florida - General Construction
Advanced Roofing, Inc.	FL-R7-GC04-111821-ADR	Region 7 - Central East Florida - General Construction
JOC Construction, LLC	FL-R7-GC05-111821-LRI	Region 7 - Central East Florida - General Construction
Place Services, Inc.	FL-R7-GC06-111821-PLA	Region 7 - Central East Florida - General Construction
Nichols Contracting, Inc.	FL-R7-GC07-111821-NIC	Region 7 - Central East Florida - General Construction
Amici Engineering Contractors	FL-R7-GC08-111821-AME	Region 7 - Central East Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL- R7-HVAC01-111821-HMA	Region 7 - Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R7-HVAC02-111821-ADR	Region 7 - Central East Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R7-HVAC03-111821-MSF	Region 7 - Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R7-E01-111821-ADR	Region 7 - Central East Florida - Electrical
Nichols Contracting, Inc.	FL-R7-E02-111821-NIC	Region 7 - Central East Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R7-E03-111821-IFS	Region 7 - Central East Florida - Electrical
Advanced Roofing, Inc.	FL-R7-RW01-111821-ADR	Region 7 - Central East Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R7-PAC01-111821-DMS	Region 7 - Central East Florida - Paving/Asphalt/Concrete

APPENDIX A Continued

Astra Construction Services, LLC	FL-R7-PAC02-111821-ACS	Region 7 - Central East Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R7-PAC03-111821-AME	Region 7 - Central East Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R7-CC01-111821-DMS	Region 7 - Central East Florida - Civil Construction
Astra Construction Services, LLC	FL-R7-CC02-111821-ACS	Region 7 - Central East Florida - Civil Construction
Amici Engineering Contractors	FL-R7-CC03-111821-AME	Region 7 - Central East Florida - Civil Construction
Harbour Construction, Inc.	FL-R8-GC01-111821-HBC	Region 8 - North Suncoast Florida - General Construction
Jewel of the South, Inc.	FL-R8-GC02-111821-JOC	Region 8 - North Suncoast Florida - General Construction
F.H. Paschen	FL-R8-GC03-111821-FHP	Region 8 - North Suncoast Florida - General Construction
Shiff Construction & Development, Inc.	FL-R8-GC04-111821-SCD	Region 8 - North Suncoast Florida - General Construction
David Mancini & Sons, Inc.	FL-R8-GC05-111821-DMS	Region 8 - North Suncoast Florida - General Construction
Advanced Roofing, Inc.	FL-R8-GC06-111821-ADR	Region 8 - North Suncoast Florida - General Construction
Centennial Contractors Enterprises	FL-R8-GC07-111821-CCE	Region 8 - North Suncoast Florida - General Construction
JOC Construction, LLC	FL-R8-GC08-111821-LRI	Region 8 - North Suncoast Florida - General Construction
Place Services, Inc.	FL-R8-GC09-111821-PLA	Region 8 - North Suncoast Florida - General Construction
Nichols Contracting, Inc.	FL-R8-GC10-111821-NIC	Region 8 - North Suncoast Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL-R8-HVAC01-111821-HMA	Region 8 - North Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R8-HVAC02-111821-ADR	Region 8 - North Suncoast Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R8-HVAC03-111821-MSF	Region 8 - North Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R8-E01-11182-ADR	Region 8 - North Suncoast Florida - Electrical
Nichols Contracting, Inc.	FL-R8-E02-111821-NIC	Region 8 - North Suncoast Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R8-E03-111821-IFS	Region 8 - North Suncoast Florida - Electrical
Advanced Roofing, Inc.	FL-R8-RW01-111821-ADR	Region 8 - North Suncoast Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R8-PAC01-111821-DMS	Region 8 - North Suncoast Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R8-PAC02-111821-ACS	Region 8 - North Suncoast Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R8-PAC04-111821-AME	Region 8 - North Suncoast Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R8-CC01-111821-DMS	Region 8 - North Suncoast Florida - Civil Construction
Astra Construction Services, LLC	FL-R8-CC02-111821-ACS	Region 8 - North Suncoast Florida - Civil Construction
McKenzie Contracting, LLC	FL-R8-CC03-111821-MCL	Region 8 - North Suncoast Florida - Civil Construction
Amici Engineering Contractors	FL-R8-CC04-111821-AME	Region 8 - North Suncoast Florida - Civil Construction
Shiff Construction & Development, Inc.	FL-R9-GC01-111821-SCD	Region 9 - South Suncoast Florida - General Construction
Jewel of the South, Inc.	FL-R9-GC02-111821-JOS	Region 9 - South Suncoast Florida - General Construction
F.H. Paschen	FL-R9-GC03-111821-FHP	Region 9 - South Suncoast Florida - General Construction
David Mancini & Sons, Inc.	FL-R9-GC04-111821-DMS	Region 9 - South Suncoast Florida - General Construction
Advanced Roofing, Inc.	FL-R9-GC05-111821-ADR	Region 9 - South Suncoast Florida - General Construction
Place Services, Inc.	FL-R9-GC06-111821-PLA	Region 9 - South Suncoast Florida - General Construction
JOC Construction, LLC	FL-R9-GC07-111821-LRI	Region 9 - South Suncoast Florida - General Construction
Centennial Contractors Enterprises	FL-R9-GC08-111821-CCE	Region 9 - South Suncoast Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL-R9-HVAC01-111821-HMA	Region 9 - South Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R9-HVAC02-111821-ADR	Region 9 - South Suncoast Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R9-HVAC03-111821-MSF	Region 9 - South Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R9-E01-111821-ADR	Region 9 - South Suncoast Florida - Electrical
Nichols Contracting, Inc.	FL-R9-E02-111821-NIC	Region 9 - South Suncoast Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R9-E03-111821-IFS	Region 9 - South Suncoast Florida - Electrical
Advanced Roofing, Inc.	FL-R9-RW01-111821-ADR	Region 9 - South Suncoast Florida - Roofing/Waterproofing
Salomon Construction & Roofing	FL-R9-RW02-111821-SCR	Region 9 - South Suncoast Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R9-PAC01-111821-DMS	Region 9 - South Suncoast Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R9-PAC02-111821-ACS	Region 9 - South Suncoast Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R9-PAC03-111821-AME	Region 9 - South Suncoast Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R9-CC01-111821-DMS	Region 9 - South Suncoast Florida - Civil Construction
Astra Construction Services, LLC	FL-R9-CC02-111821-ACS	Region 9 - South Suncoast Florida - Civil Construction
Amici Engineering Contractors	FL-R9-CC03-111821-AME	Region 9 - South Suncoast Florida - Civil Construction
Harbour Construction, Inc.	FL-R10-GC01-111821-HBC	Region 10 - Southern Florida - General Construction
Shiff Construction & Development, Inc.	FL-R10-GC02-111821-SCD	Region 10 - Southern Florida - General Construction
Team Contracting, Inc.	FL-R10-GC03-111821-TCI	Region 10 - Southern Florida - General Construction
David Mancini & Sons, Inc.	FL-R10-GC04-111821-DMS	Region 10 - Southern Florida - General Construction
Advanced Roofing, Inc.	FL-R10-GC05-111821-ADR	Region 10 - Southern Florida - General Construction
Jewel of the South, Inc.	FL-R10-GC06-111821-JOS	Region 10 - Southern Florida - General Construction
F.H. Paschen	FL-R10-GC07-111821-FHP	Region 10 - Southern Florida - General Construction
Place Services, Inc.	FL-R10-GC08-111821-PLA	Region 10 - Southern Florida - General Construction
Nichols Contracting, Inc.	FL-R10-GC09-111821-NIC	Region 10 - Southern Florida - General Construction
Amici Engineering Contractors	FL-R10-GC10-111821-AME	Region 10 - Southern Florida - General Construction
Johnson-Laux Construction	FL-R10-GC11-111821-JLC	Region 10 - Southern Florida - General Construction
Centennial Contractors Enterprises	FL-R10-GC12-111821-CCE	Region 10 - Southern Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL-R10-HVAC01-111821-HMA	Region 10 - Southern Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R10-HVAC02-111821-ADR	Region 10 - Southern Florida - HVAC/Mechanical

APPENDIX A Continued

Mechanical Services of Central Florida, Inc.	FL-R10-HVAC03-111821-MSF	Region 10 - Southern Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R10-E01-111821-ADR	Region 10 - Southern Florida - Electrical
Nichols Contracting, Inc.	FL-R10-E02-111821-NIC	Region 10 - Southern Florida - Electrical
Solares Electrical Services, Inc.	FL-R10-E03-111821-SES	Region 10 - Southern Florida - Electrical
Advanced Roofing, Inc.	FL-R10-RW01-111821-ADR	Region 10 - Southern Florida - Roofing/Waterproofing
Salomon Construction & Roofing	FL-R10-RW02-111821-SCR	Region 10 - Southern Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R10-PAC01-111821-DMS	Region 10 - Southern Florida - Paving/Asphalt/Concrete
Lanzo Construction Co., FL	FL-R10-PAC02-111821-LCC	Region 10 - Southern Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R10-PAC03-111821-ACS	Region 10 - Southern Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R10-PAC04-111821-AME	Region 10 - Southern Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R10-CC01-111821-DMS	Region 10 - Southern Florida - Civil Construction
Lanzo Construction Co., FL	FL-R10-CC02-111821-LCC	Region 10 - Southern Florida - Civil Construction
Astra Construction Services, LLC	FL-R10-CC03-111821-ACS	Region 10 - Southern Florida - Civil Construction
Amici Engineering Contractors	FL-R10-CC04-111821-AME	Region 10 - Southern Florida - Civil Construction
ezIQc RENEWALS		
Company Name	Contract Number	
Innovative Builders of Alexandria, Inc.	MN-NCM-GC01-120518-IBA	
Minnesota Exteriors, Inc.	MN-TMA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	
Innovative Builders of Alexandria, Inc.	MN-RRV-GC01-120518-IBA	
McDowall Company	MN-RRV-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	
Solid Rock Construction	MN-CMA-GC03-120518-SRC	
Kraus-Anderson Construction Company	MN-TMA-GC05-120518-KRU	
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	
Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	
RAK Construction, Inc.	MN-TMA-GC01-120518-RAK	
Solid Rock Construction	MN-TMA-GC03-120518-SRC	
RAK Construction, Inc.	MN-CMA-GC01-120518-RAK	
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	
Nor-Son, Inc.	MN-RRV-GC02-120518-NSI	
Nor-Son, Inc.	MN-SWA-GC01-120518-NSI	
Bituminous Roadways, Inc.	MN-TMA-P01-120518-BRI	
McDowall Company	MN-TMA-R02-120518-MDC	
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	
McDowall Company	MN-IRA-R02-120518-MDC	
Solid Rock Construction	MN-NCM-GC03-120518-SRC	
Minnesota Exteriors, Inc.	MN-CMA-R01-120518-MEI	
McDowall Company	MN-NCM-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	
L.S. Black Constructors, Inc.	MN-TMA-GC04-120518-LSB	
McDowall Company	MN-CMA-R02-120518-MDC	
McDowall Company	MN-SWA-R02-120518-MDC	
Mid-Minnesota Hot Mix	MN-CMA-P01-120518-MHM	
Minnesota Exteriors, Inc.	MN-NCM-R01-120518-MEI	
Minnesota Exteriors, Inc.	MN-RRV-R01-120518-MEI	
Solid Rock Construction	MN-SEA-GC02-120518-SRC	
Anderson Brothers	MN-NCM-P01-120518-ABC	
Hy-Tec Construction	MN-NCM-GC05-120518-HTC	
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	



RFP #101221
REQUEST FOR PROPOSALS
for
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies

Proposal Due Date: October 12, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 24, 2021
Pre-proposal Conference:	September 15, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	October 5, 2021, 4:30 p.m., Central Time
Proposal Due Date:	October 12, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 12, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:

- a. Sewer vacuums or combination sewer cleaners;
- b. Hydro or air excavation equipment;
- c. Jetters and rodders;
- d. Dewatering, mud, trash, and centrifugal pumps;
- e. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
- f. Accessories, supplies and replacement or wear parts related to the offering of the solutions in subsections 1. a. – d. above.

2. The primary focus of this solicitation is on Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications, and the related offering of equipment, supplies and services. This solicitation should NOT be construed to include excavators principally intended for utility infrastructure installation and related solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Public Utility Equipment with Related Accessories and Supplies (RFP #012418).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$65 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this

pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

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- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

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- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



8/26/2021

Addendum No. 1

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture and sell pipeline inspection and rehabilitation equipment. Are we to bid on RFP 101221 or RFP 093021?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.



9/10/2021

Addendum No. 2

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we able to add new items to the contract post-award or are only items included during the initial submission allowed? When are price increases permitted post-award to accommodate for material COGs increases and is there a yearly limit?

Answer 1:

Refer to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests.

Question 2:

When are sales and the administrative fee paid to Sourcewell? During the quarter the order was received from the customer or after delivery to and payment from the customer?

Answer 2:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees.

Question 3:

We offer equipment that ranges in capacity and multiple chassis options. If we offer as a standard item on contract a certain gallon tank with a specific chassis and have the unit priced as such, when the customer calls for a quote and wants the same tank with a

different chassis can we quote the difference in pricing as “Off Contract or Open Market” for the difference in cost between the chassis?

Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Are we allowed to quote “Off contract or Open Market” any optional equipment that is not included on the base model based on each customer’s specific needs? Or do we have to have on contract any and all possible options available?

Answer 4:

Refer to Answer 3 above.

Question 5:

How are we to handle transportation costs for our units when a customer requires delivery. Because shipping costs can very largely based on where the unit is to ship, are we allowed to price out delivery on a separate line and add the actual shipping costs to the bid?

Answer 5:

Refer to Answer 3 above.

Question 6:

How can the financial statements be excluded from public record?

Answer 6:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/10/21, is required at the time of proposal submittal.



9/30/2021

Addendum No. 3

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping
Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Clarify what must be 'provided throughout the term of any Contract'? Does this mean that whenever new MSRP pricing is published it must be provided to Sourcewell and the discount offered in the proposal must be maintained throughout the term of the contract?

Answer 1:

A Proposer with proposed pricing that is based on Percentage Discount from Catalog or Category (RFP Section III. A. 1. b.) is "responsible for providing and maintaining current published MSRP with Sourcewell." The MSRP must be included in the proposal. In the event of contract award, current published MSRP must be provided to Sourcewell throughout the term.

Question 2:

Will a Sourcewell Price and Product Change Request be required whenever new MSRP pricing is published?

Answer 2:

See Answer 1 above. Also, refer to Sourcewell template contract Section 3. – Pricing, for additional detail on pricing during the contract term. "All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal." During the term of an awarded contract, a change of the price stated in a

supplier's proposal is requested using the process described in template contract Section 4. – Product and Pricing Change Requests.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/30/2021 is required at the time of proposal submittal.



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 10/17/2022
SUBJECT: Approval of October 10, 2022 City Council Minutes

BACKGROUND:

Routine approval of October 10, 2022 City Council Minutes

DISCUSSION:

Minutes were distributed prior to the meeting.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

Staff requests a motion to approve the October 10, 2022 City Council Regular Meeting Minutes

Attachments

1. 10102022 City Council Minutes draft. docx

City Council Minutes - Draft
October 10, 2022
6:00 p.m.
Council Chambers

1. Call to Order

The Regular Meeting of the Crestview City Council was called to order at 6:00 p.m. by Mayor JB Whitten. Board members present: Mayor Pro-Tem Andrew Rencich, Council members: Shannon Hayes, Doug Capps, Cynthia Brown, and Joe Blocker. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members.

2. Invocation, Pledge of Allegiance

2.1. Pastor Claresa Sikes of Lifepoint Church

The Invocation and Pledge of Allegiance was led by Pastor Claresa Sikes of Lifepoint Church

3. Open Policy Making and Legislative Session

Mayor JB Whitten established a quorum and reviewed the rules of procedure.

4. Approve Agenda

Mayor JB Whitten announced that the city manager had a change to the agenda.

City Manager Tim Bolduc requested that items 8.7, 8.8 and 8.9 for Ordinances 1903, 1904, and 1905 regarding the Friendship Lane Annexation, Comprehensive Plan, and Rezoning be tabled to the October 24th meeting. He explained the items were not properly advertised by the newspaper, adding the newspaper will run the ordinances again.

Mayor JB Whitten called for action.

Motion by Council member Andrew Rencich and seconded by Council member Douglas Capps to approve the agenda, as amended.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

5. Presentations and Reports – None listed.

6. Consent Agenda

Mayor JB Whitten called for action.

Motion by Council member Cynthia Brown and seconded by Council member Shannon Hayes to approve the Consent Agenda, as presented.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

- 6.1. 2023 Library Interlocal Agreement
- 6.2. In-Kind Project Proposal Acceptance Letter; Florida Department of Environmental Protection
- 6.3. Memo of Understanding with Flock Safety
- 6.4. Approval of the September 26, 2022 City Council Final Budget Hearing Minutes
- 6.5. Approval of the September 26, 2022 City Council Regular Meeting Minutes

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Ordinance 1897 - Airport Road Annexation

Interim Planning Administrator Nicholas Schwendt stated the next three ordinances pertain to 2909 Airport Road Property located in the unincorporated portion of the County. He noted that the Planning and Development Board recommended denial. He described the current zoning and land use stating the property encompasses thirteen acres. A development application has not been received. He went over the courtesy notices, posting, certified mailing, and advertisement per State Statute. He added the successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

Interim Planning Administrator Nicholas Schwendt presented Ordinance 1897 to the City Council and asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance Annexing to the City of Crestview, Florida, ± 13.16 Acres of Contiguous Lands Located In Section 33, Township 4 North, Range 23 West, and Being Described as Set Forth Herein; Providing for Authority; Providing for Land Description; Providing For Boundary; Providing For Land Use and Zoning Designation; Providing For Amendment to the Base, Land Use and Zoning Maps; Providing For a Comprehensive Plan Amendment; Providing For Filing With the Clerk of Circuit Court of Okaloosa County, the Chief Administrative Officer of Okaloosa County and the Florida Department of State; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor JB Whitten asked for comment from the Council.

Discussion ensued on traffic issues, water, and sewer availability.

City Manager T. Bolduc explained the city does not provide water to the area. We would have to make improvements with our wastewater system to provide sewer. He depicted the map of the area explaining the city could not provide for maximum density, so a developer would have to pay to provide sewer, such as a lift station. If the development is for single family housing, we could provide a low-pressure system. He explained the process of the annexation including the studies that would be needed for mitigation and went over the mixed-use options. He added this request is an applicant driven annexation.

Council member S. Hayes stated that the police coverage for the area would be a burden to the city. He added that the city welcomes other people but without a guarantee that the developer would offer single family, he cannot support.

Council member C. Brown added the annexation may be something to look at it in the future.

Council member D. Capps voiced his concern about the residential annexation stating he does not support this, as it is outside our master plan.

Council member J. Blocker said he is against the annexation at this time.

Council member A. Rencich said annexation has to be smart growth - smart annexing. He added he does not want to tie up our sewer and prefers to concentrate on commercial annexation.

City Manager T. Bolduc went over the options available.

Discussion ensued on options available to the Council for annexation that is developer driven. Council voiced preference for single-family homes in that area.

Council member Joe Blocker said he is against what the County would do, if we do not annex the property.

Mayor JB Whitten called for action.

Motion by Council member Andrew Rencich and seconded by Council member Shannon Hayes to table to the October 24th meeting.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

8.2. Ordinance 1898 - Airport Road Comprehensive Plan Amendment

Interim Planning Administrator Nicholas Schwendt presented Ordinance 1898 to the City Council and asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the

City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing For Authority; Providing For Findings of Fact; Providing for Purpose; Providing For Changing the Future Land Use Designation From Okaloosa County Low Density Residential to Mixed Use (Mu) on Approximately 13.16 Acres, More Or Less, In Section 33, Township 4 North, Range 23 West; Providing For Future Land Use Map Amendment; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor JB Whitten asked for comment from the Council.

Mayor JB Whitten called for action.

No action taken.

8.3. Ordinance 1899 - Airport Road Rezoning

Interim Planning Administrator Nicholas Schwendt presented Ordinance 1899 to the City Council requesting the staff report be entered into the record: On September 2, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2909 Airport Road. The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential and Residential-1, respectively. The application requests the Mixed Use (MU) zoning designation for the property. The Planning and Development Board recommended disapproval of the request on October 3, 2022 by a vote of 3 ayes and 2 nays. The property description is as follows: Property Owner: The Grand Reserve Columbus LLC; PO Box 3290; Phenix City, AL 36868; Parcel ID: 33-4N-23-0000-0038-0000 33-4N-23-0000-0038-0010; Site Size: 13.16 acres; Current FLU: Okaloosa County Low Density Residential; Current Zoning: Okaloosa County Residential-1; Current Land Use: Residential & Vacant. The following provides the surrounding land use designations, zoning districts, and existing uses. Direction: North; FLU: Okaloosa County Low Density Residential; Zoning: Okaloosa County Residential-1; Existing Use: Residential & Vacant. Direction: East; FLU: Okaloosa County Low Density Residential; Zoning: Okaloosa County Residential-1; Existing Use: Residential & Vacant. Direction: South; FLU: Okaloosa County Low Density Residential & Mixed Use (MU); Zoning: Okaloosa County Residential-1 & Mixed Use (MU); Existing Use: Residential & Vacant. Direction: West; FLU: Okaloosa County Low Density Residential; Zoning: Okaloosa County Residential-1; Existing Use: Residential. The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use could continue as a residence or be developed for low-intensity commercial use. Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable

development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on September 9, 2022. The property was posted on September 20, 2022. An advertisement ran in the Crestview News Bulletin on September 22 and 29, 2022

Interim Planning Administrator Nicholas Schwendt asked the City Clerk to read Ordinance 1899.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 13.16 Acres, More or Less, of Real Property, Located In Section 33, Township 4 North, Range 23 West, From the Okaloosa County Residential-1 Zoning District to the Mixed Use (Mu) Zoning District; Providing for Authority; Providing for the Updating of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing for Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor JB Whitten asked for comment from the Council.

Mayor JB Whitten called for action.

No action taken.

8.4. Ordinance 1900 - Antioch Road Annexation

Interim Planning Administrator Nicholas Schwendt reviewed Ordinance 1900 on subject property going over the zoning and land uses. He stated the property is near our golf course. The property may be zoned for commercial use. He went over the courtesy notices, posting, certified mailing, and advertisement per State Statute. He added the successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

Interim Planning Administrator Nicholas Schwendt presented the Ordinance 1900 - Antioch Road Annexation to the City Council and asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance Annexing to the City of Crestview, Florida, ± 1.23 Acres of Contiguous Lands Located In Section 26, Township 3 North, Range 24 West, and Being Described as Set Forth Herein; Providing for Authority; Providing For Land Description; Providing For Boundary; Providing For Land Use and Zoning Designation; Providing For Amendment to the Base, Land Use and Zoning Maps; Providing For A Comprehensive Plan Amendment; Providing For Filing With the Clerk of Circuit Court of Okaloosa County, the Chief Administrative Officer of Okaloosa County and the Florida Department of State; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor JB Whitten asked for comment from the Council.
Mayor JB Whitten called for action.

Motion by Council member Shannon Hayes and seconded by Council member Joe Blocker to approve Ordinance 1900 and move to second reading.
Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

8.5. Ordinance 1901 - Antioch Road Comprehensive Plan Amendment

Interim Planning Administrator Nicholas Schwendt presented Ordinance 1901 to the City Council.

Interim Planning Administrator Nicholas Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing For Authority; Providing For Findings of Fact; Providing For Purpose; Providing For Changing the Future Land Use Designation From Okaloosa County Low Density Residential to Commercial (C) on Approximately 1.23 Acres, More Or Less, In Section 26, Township 3 North, Range 24 West; Providing For Future Land Use Map Amendment; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor JB Whitten asked for comment from the Council.

Mayor JB Whitten called for action.

Motion by Council member Cynthia Brown and seconded by Council member Andrew Rencich to approve Ordinance 1901 on 1st reading and move to second reading for final adoption.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

8.6. Ordinance 1902 - Antioch Road Rezoning

Interim Planning Administrator Nicholas Schwendt presented Ordinance 1902 to the City Council asked for the staff report to be entered into the record: On August 21, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located on Antioch Road. The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential and Residential-1, respectively. The application requests the Commercial Low-Intensity District (C-1) zoning designation for the property. The Planning and Development Board recommended approval of the request on October 3, 2022. The property description is as follows: Property Owner: Miller Jason; 891 S Ferdon Blvd; Crestview, FL 32536; Parcel ID:

26-3N-24-0000-0015-001B; Site Size: 1.23 acres; Current FLU: Okaloosa County Low Density Residential; Current Zoning: Okaloosa County Residential-1 Current Land Use: Vacant. The following provides the surrounding land use designations, zoning districts, and existing uses. Direction: North; FLU: Okaloosa County Low Density Residential; Zoning: Okaloosa County Residential-1; Existing Use: Residential. Direction: East; FLU: Public Lands (PL); Zoning: Public Lands (PL); Existing Use: Commercial. Direction: South; FLU: Commercial (C); Zoning: Commercial Low-Intensity District (C-1); Existing Use: Residential. Direction: West; FLU: Commercial (C); Zoning: Commercial Low-Intensity District (C-1); Existing Use: Vacant. The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for commercial use. Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on September 9, 2022. The property was posted on September 20, 2022. An advertisement ran in the Crestview News Bulletin on September 22 and 29, 2022.

Interim Planning Administrator Nicholas Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 1.23 Acres, More Or Less, of Real Property, Located In Section 26, Township 3 North, Range 24 West, From the Okaloosa County Residential-1 Zoning District to the Commercial Low-Intensity District (C-1) Zoning District; Providing For Authority; Providing For the Updating of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor JB Whitten asked for comment from the Council.

Mayor JB Whitten called for action.

Motion by Council member Douglas Capps and seconded by Council member Shannon Hayes to approve Ordinance 1902 on 1st reading and move to second reading for final adoption.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

8.7. Ordinance 1903 Friendship Lane Annexation

Ordinance 1903 - Friendship Lane Annexation was moved to the October 24th meeting.

8.8. Ordinance 1904 - Friendship Lane Comprehensive Plan Amendment

Ordinance 1904 - Friendship Lane Comprehensive Plan Amendment was moved to the October 24th meeting.

8.9. Ordinance 1905 - Friendship Lane Rezoning

Ordinance 1905 - Friendship Lane Rezoning was moved to the October 24th meeting.

8.10. Ordinance 1906 - Henderson Street Annexation

Interim Planning Administrator Nicholas Schwendt presented Ordinance 1906 to the City Council stating the next three ordinances regard 696 Henderson Street in unincorporated property. He went over the courtesy notices, posting, certified mailing, and advertisement per State Statute. He added the successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

Interim Planning Administrator Nicholas Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance Annexing to the City of Crestview, Florida, ± 1.52 Acres of Contiguous Lands Located In Section 21, Township 3 North, Range 23 West, and Being Described as Set Forth Herein; Providing for Authority; Providing for Land Description; Providing for Boundary; Providing for Land Use and Zoning Designation; Providing for Amendment to the Base, Land Use and Zoning Maps; Providing for A Comprehensive Plan Amendment; Providing for Filing With the Clerk of Circuit Court of Okaloosa County, the Chief Administrative Officer of Okaloosa County and the Florida Department of State; Providing for Severability; Providing for Scrivener's Errors; Providing for Liberal Interpretation; Providing for Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor JB Whitten asked for comment from the Council.

Mayor JB Whitten called for action.

Motion was made by Council member Shannon Hayes and seconded by Council member Cynthia Brown to approve Ordinance 1906 on 1st reading and move to second reading for final adoption.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

8.11. Ordinance 1907 - Henderson Street Comprehensive Plan Amendment

Interim Planning Administrator Nicholas Schwendt presented Ordinance 1907 to the City Council and explained that the subject property is currently vacant.

Interim Planning Administrator Nicholas Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing For Authority; Providing For Findings of Fact; Providing For Purpose; Providing For Changing the Future Land Use Designation From Okaloosa County Low Density Residential to Residential (R) on Approximately 1.52 Acres, More Or Less, In Section 21, Township 3 North, Range 23 West; Providing For Future Land Use Map Amendment; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor JB Whitten asked for comment from the Council.

Mayor JB Whitten called for action.

Motion was made by Council member Joe Blocker and seconded by Council member Cynthia Brown to approve Ordinance 1907 on 1st reading and move to second reading for final adoption.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

8.12. Ordinance 1908 - Henderson Street Rezoning

Interim Planning Administrator Nicholas Schwendt presented Ordinance 1908 to the City Council mentioning the information is the same as the last two ordinances. He asked staff report into the record: On August 31, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 697 Henderson Street. The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential and Residential-1, respectively. The application requests the Single and Multi-Family Density Dwelling District (R-3) zoning designation for the property. The Planning and Development Board recommended approval of the request on October 3, 2022. The property description is as follows: Property Owner: Tarpley Darryl E; 322 Aplin Rd; Crestview, FL 32539-4950; Parcel ID: 21-3N-23-1670-0016-0080; Site Size: 1.52 acres; Current FLU: Okaloosa County Low Density Residential; Current Zoning: Okaloosa County Residential-1; Current Land Use: Vacant. The following table provides the surrounding land use designations, zoning districts, and existing uses. Direction: North; FLU: Okaloosa County Low Density Residential; Zoning: Okaloosa County Residential-1; Existing Use: Residential & Vacant. Direction: East; FLU: Okaloosa County Low Density Residential; Zoning: Okaloosa County Residential-1; Existing Use: Vacant. Direction: South; FLU: Residential (R); Zoning: Single and Multi-Family Density Dwelling District (R-3); Existing Use: Vacant. Direction: West; FLU: Residential (R); Zoning: Single and Multi-Family Density Dwelling District (R-3); Existing Use: Residential. The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for residential use. Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels. Courtesy notices were mailed to property owners within 300 feet of the subject property on September 9, 2022. The property was posted on September 20, 2022. An advertisement ran in the Crestview News Bulletin on September 22 and 29, 2022.

Interim Planning Administrator Nicholas Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance Of The City Of Crestview, Florida, Providing For The Rezoning Of 1.52 Acres, More Or Less, Of Real Property, Located In Section 21, Township 3 North, Range 23 West, From The Okaloosa County Residential-1 Zoning District To The Single And Multi-Family Density Dwelling District (R-3) Zoning District; Providing For Authority; Providing For The Updating Of The Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal Of Conflicting Codes And Ordinances; and Providing For An Effective Date.

Mayor JB Whitten asked for comment from the Council.

Mayor JB Whitten called for action.

Motion was made by Council member Joe Blocker and seconded by Council member Andrew Rencich to approve Ordinance 1908 on 1st reading and move to second reading for final adoption.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

9. Resolutions – None scheduled.

10. Action Items

10.1. City Clerk Annual Performance Evaluation Introduction

HR Director Jessica Leavins announced the anniversary date for Ms. Maryanne Schrader is November 15th, as she was appointed by the City Council in 2021. Our goal is to perform an evaluation within thirty days of date of hire. The City of Crestview has established a procedure for employee evaluations based on our core values, which we refer to as TRACK. Each council member will complete a rating sheet and comment form that was distributed. She asked that the rating be returned to Administration, so the Council can make the recommendation at the November 14th Council meeting.

10.2. Magnolia Creeks Phase 1 & 2 Final Plat

Interim Planning Administrator Nicholas Schwendt said the plat has gone through the review process. The property is on a 21.4-acre plot on Steeple Chase Drive. There are no more technical comments needed, however, utility easements are being worked on. City Attorney J. Holloway explained he is still working with Florida Power and Light on the easements, which impacts the city's right-of-way.

Mayor JB Whitten asked for comment from the Council.

Mayor JB Whitten called for action.

Motion by Council member Andrew Rencich and seconded by Council member Shannon Hayes to approve the final plat contingent on the Public Services director's final approval of the easements that are necessary.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

11. City Clerk Report

11.1. September Update

City Clerk Maryanne Schrader mentioned the position for Natasha Peacock has been upgraded to Deputy City Clerk. Natasha wants to relay her appreciation to the City Council for the opportunity. She is attending the first of a three-year certification process with the Florida Association of City Clerks.

City Clerk Maryanne Schrader mentioned staff is continuing the departmental review of the Code and has been granted an extension from Municode, because we were making hurricane preparations and unable to meet as a whole to review. She also said for September, we received 37 new requests on the Public Records portal.

12. City Manager Report

City Manager T. Bolduc mentioned he is still working on the details of the Affordable Housing project. He went over six additional pieces of property that could also be used for affordable housing. The properties are vacant and cost \$75,000 for all six parcels. He added Habitat is an opportunity, but we can also place the properties in a land trust. There is money in the budget for blight removal, as it is in the HUD designated area. We plan to place restrictions for the sale of the properties to low-to moderate income households.

Discussion ensued on the price and value to the community.

Motion by Councilmember Andrew Rencich and seconded by Council member Joe Blocker giving permission for the city manager to move forward on a contract and acquire the seven properties.

Roll Call: Joe Blocker, Cynthia Brown, Shannon Hayes, Andrew Rencich, Douglas Capps. All ayes. Motion carried.

In response to Council concerns, City Manager T. Bolduc also briefed the Council on the day care needs of the local military members. He mentioned that the city was included in the Washington Post article regarding the military's ability to provide childcare for the military families in their surrounding communities. We will have a community meeting and invite people in about career opportunities to meet the need. The 7th Group, in particular, does not have day care options in the south end.

13. Comments from the Mayor and Council

Council member S. Hayes mentioned at his last Land Use and Development committee meeting, the priority is regarding sovereign immunity. In addition, he invited everyone to an event on October 15th, in the Downtown area, "Live After 5" for people to come listen to music, play games, and eat.

Council member C. Brown reminded everyone to register to vote tomorrow for the next election.

Council member Joe Blocker said he wants the city to come together adding we have made strides, but he wants 100% unity.

Mayor JB Whitten said the Overdose Summit would be delayed until January 18th because the speaker was impacted by the hurricane and needed to reschedule. He added there is a trailer in the City Hall parking lot which is a center for collection for items to bring supplies to south Florida. We had to extend it to Wednesday, as it was well received.

Other announcements he mentioned were "Coffee with a Cop" tomorrow at Casbah, the grand opening of the Golf Course this Friday, and FAMU Pharmacy is holding a Health Fair this Saturday. He also invited all to attend the "Trunk or Treat" this Saturday at Spanish Trail adding All In Credit Union is sponsoring the Hocus Pocus movie for the evening.

Mayor JB Whitten also announced the events the city is holding for City Government Week which starts on Monday, October 17th.

14. Comments from the Audience

Kerry May came forward to request information on the Airport Road annexation.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 7:24 p.m.

Minutes approved this ___ day of ___, 2022.

JB Whitten
Mayor

Maryanne Schrader
City Clerk

Proper notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Chuck Powell, Director
DATE: 10/20/2022
SUBJECT: Concessionaire Agreement with Compass Rose Disc Golf Course

BACKGROUND:

After the completion of the Disc Golf course located in Countryview Park on Northview Drive. A group of volunteers led by Mr. Josh Moen began to do volunteer services to maintain the course and make additional improvements. Mr. Moen has since formed a non-profit organization called, "Compass Rose Disc Golf Course".

DISCUSSION:

The proposed agreement will allow the vendor to provide and operate a Disc Golf Group in the Park in the location where the course is located. In return, the group will provide in kind service to perform various maintenance and improvements at not less than 20 hrs each month. Improvements will be done at vendors' expense and at no cost to the City of Crestview. The in-kind services provided by the group will be under the supervision of the Facility Maintenance Division and will allow the division to focus on other areas in need.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

No financial impact.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the concessionaire agreement with Compass Rose Disc Golf Course.

Attachments

1. Compass Rose Disc Golf course use agreement rev oct17

CONCESSIONAIRE AGREEMENT
FOR PORTION OF NORTHVIEW PARK KNOWN AS
"THE VIEW" DISC GOLF COURSE"

This Agreement is made and entered into as of October 24, 2022, by and between the City of Crestview ("City") and Compass Rose Disc Golf Course ("Vendor").

WHEREAS, the City owns and operates several parks, including Northview Park located at 1090 Northview Park Drive, Crestview, Florida 32536 (the "Park");

WHEREAS, Vendor desires to provide disc golf tournaments, maintenance services on a portion of the Park (the "Course"), together with ancillary sales of goods, services and supplies to facilitate use of the Course; and

WHEREAS, the City is willing to permit Vendor to conduct business at the Course on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the adequacy of which each party acknowledges, the parties agree as follows:

1. The City agrees to permit Vendor to provide and operate a Disc Golf Group at the Park in the location where the existing Course is located, and to permit Vendor to make ancillary sales of goods, services and supplies during events held at the Course to facilitate and encourage public participation and use of the Course. Such goods, services and supplies include Vendor's provision or sale of, or invitation of separate vendors to provide or sell, food, drink, candy and the like, as well as vendors associated with sales and disc golf related equipment. Vendor shall assume the risk of loss regarding any personal property, trade fixtures or equipment installed or utilized by Vendor at the Park and shall hold the City harmless for any damage or maintenance regarding the same, except as otherwise provided herein. Vendor shall comply with all applicable laws, regulations, and ordinances in the operation of the Course at the Park. The ability to provide food and drink concessions under this Agreement is not exclusive and other vendors may be permitted to operate within the Park at the City's sole discretion.
2. Vendor's services shall be conducted professionally. Vendor shall keep the premises in and around the Course in a clean and orderly condition at all times and in compliance with applicable laws, ordinances, rules and regulations, including any required City permits. Garbage and trash shall be placed in appropriate receptacles. Vendor agrees to provide such employees or volunteers as Vendor deems

necessary to provide services in accordance with the terms and conditions of this Agreement. Vendor shall be entirely responsible for the acts and activities of all persons providing services under, pursuant to, or in connection with this Agreement. Vendor shall take appropriate measures required to comply with all health and safety

3. The term of this Agreement is from October 1, 2022, through September 30, 2023. On mutual agreement of the parties, this Agreement may be renewed for two successive one-year terms after expiration of the original term.

4. In consideration for the right to provide concession services at the Course, Vendor agrees to pay to perform various maintenance and improvement work at not-less-than 20hrs each month. Vendor shall report the time spent performing these tasks to the Parks & Recreation Director on or before the (5th) day of each month. Any improvements shall be approved in writing by the Director prior to any work being completed. Any expenses to provide such improvements shall be at the Vendors responsibility and will not be reimbursed by City unless the request is approved in writing prior to any said purchase. Vendor shall be responsible for paying all sales tax and complying with federal tax reporting requirements and shall hold the City harmless for any liability regarding the same.

5. Vendor agrees to conduct its business and operate the same in compliance with all health regulations, safety standards and other applicable laws, ordinances and regulations, and to obtain all necessary City, State, and Federal licenses, permits and tax numbers, as required to conduct its operations. Vendor further agrees to pay any and all income taxes, sales taxes, or other taxes which may be due or become due in connection with Vendor's business. The City has the right to enter the property at any time for inspection. The City maintains the right to reserve the property at any time for maintenance but agrees to use its best efforts to avoid interruption of Vendor's scheduled events. Vendor shall coordinate scheduling of events with the City's Events Coordinator.

7. Upon termination, any improvements made to the Park by Vendor during the term of this Agreement shall remain in place and be the property of the City. Vendor shall return the Park to the City in a neat and orderly condition upon termination.

8. No alcoholic beverages, drugs or illegal activities shall be permitted on the premises at any time. Vendor shall not discriminate against any individual or group on the basis of race, color, religion, sex, national origin, age, disability, marital status, or political affiliation.

9. Vendor assumes all risk of loss or damage to its equipment howsoever caused and does release the Landlord from all claims and demands with respect thereto including to or loss of equipment arising from the act, default or omission of the Landlord, its agents, servants, employees, subcontractors,

customers, invitees or licensees or resulting from any cause whatsoever (save and except damage or loss resulting solely from the Landlord's willful or reckless disregard or gross negligence).

10. Vendor is an independent contractor and shall not be considered an employee, officer or agent of the City. Vendor shall retain the right to exercise full control and supervision of all employees and volunteers assisting Vendor in the performance of services hereunder. Vendor shall be solely responsible for all matters relating to the payment of its employees including workers compensation, social security and income tax withholding, and all other regulations governing such matters.

11. Vendor shall not sub-contract or otherwise assign, delegate or transfer the rights, duties and services to be performed under this Agreement, or any part hereof, without the prior written consent of the City.

12. Vendor agrees to obtain and maintain, at Vendor's sole cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from the operation or performance of Vendor's activities pursuant to this Agreement with single limit coverage applying to bodily and personal injury liability and property damage of not less than \$1,000,000 per occurrence. This policy shall contain an endorsement listing the City, its officers, employees, agents and representatives as additional insured. Proof of such insurance, with the City listed as an additional insured, shall be submitted to the City upon execution of this Agreement.

13. Vendor agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorneys' fees, however caused, arising out of or resulting from the operations, acts or omissions of the Vendor, its employees, volunteers, officers and agents, in performance of Vendor's services and obligations under this Agreement.

14. In the event Vendor defaults under any of the terms or conditions hereof, the City shall send written notice to Vendor of such default, who shall then have ten (10) days to cure the default. In the event Vendor fails to cure its default within the time provided, the City may declare this Agreement terminated.

15. Any notice or demand required or permitted to be given under the terms of this Agreement shall be deemed to have been properly given when the same is in writing and has been delivered personally or deposited in the United States mail, postage pre-paid, return receipt requested, and addressed as follows:

16. Every provision of this Agreement is intended to be several. If any term or provision is deemed invalid or illegal for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

17. This Agreement contains the entire and integrated agreement of the parties as of its date, and any prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of no force or effect.

18. Any amendment or alteration of this Agreement shall be made in writing and signed by the parties.

19. The parties agree that time is of the essence in the performance of all duties herein.

20. Nothing in the agreement shall give the Vendor exclusive rights to this property. The park shall remain open to the public for its current use. The Vendor shall coordinate with the Parks and Recreation department for any events to ensure that other parties are allowed access to the property.

21. This Agreement shall be binding upon and shall inure to the benefit of the parties respective representatives, agents and successors.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed as of the day and year first above written.

CITY OF CRESTVIEW

J.B. Whitten, Mayor ATTEST:

Maryanne Schrader, City Clerk

VENDOR:



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 10/19/2022
SUBJECT: Ordinance 1897 - Airport Road Annexation

BACKGROUND:

On September 2, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2909 Airport Road.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential and Residential-1, respectively.

DISCUSSION:

The property description is as follows:

Property Owner: The Grand Reserve Columbus LLC
PO Box 3290
Phenix City, AL 36868
Parcel ID: 33-4N-23-0000-0038-0000
33-4N-23-0000-0038-0010
Site Size: 13.16 acres
Current FLU: Okaloosa County Low Density Residential
Current Zoning: Okaloosa County Residential-1
Current Land Use: Residential & Vacant

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential & Vacant
East	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential & Vacant
South	Okaloosa County Low Density Residential & Mixed Use (MU)	Okaloosa County Residential-1 & Mixed Use (MU)	Residential & Vacant
West	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property use could continue as a residence or be developed for low-intensity commercial use.

Staff has reviewed the application based on the criteria detailed in Florida statute 171.043 for annexations and finds the following:

- The property is contiguous to the city limits;
- The property is comprised of two (2) lots in unincorporated Okaloosa County, and is therefore considered compact;
- The annexation of the property would not create an enclave
- The subject property is not included in the boundary of another municipality; and,
- The subject property meets the definition of urban purposes.

Courtesy notices were mailed to property owners within 300 feet of the subject property on September 9, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on September 20, 2022. The property was posted on September 20, 2022. An advertisement ran in the Crestview News Bulletin on September 22 and 29, 2022.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for annexation have been waived for this application as it was received during the moratorium on annexation fees.

The cost of advertising was \$544.50.

The successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1897 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1897

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 13.16 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 33, TOWNSHIP 4 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – LAND DESCRIPTION. The following described unincorporated area contiguous to the City of Crestview, Florida, is hereby annexed to the City:

PIN # 33-4N-23-0000-0038-0000 (Deed recorded in Book 3610, page 3700, dated March 9, 2022)

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A PK NAIL MARKING THE SW CORNER OF THE SE 1/4 OF SAID SECTION 33; THENCE S87°52'56"E A DISTANCE OF 15.44 FEET TO A POINT; THENCE N02°10'49"E A DISTANCE OF 33.00 FEET TO A 1/2" REBAR #4418 AND THE NORTH RIGHT OF WAY OF AIRPORT ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY S87°52'56"E A DISTANCE OF 300.26 FEET TO A 1/2" REBAR #4418 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY N02°06'21"E A DISTANCE OF 374.30 FEET TO A 5/8" REBAR #7237; THENCE N02°14'15"E A DISTANCE OF 84.40 FEET TO A 1/2" REBAR #4418; THENCE S88°51'04"E A DISTANCE OF 299.34 FEET TO A 1/2" PIPE; THENCE S88°01'01"E A DISTANCE OF 200.15 FEET TO A 1/2" REBAR; THENCE S88°14'44"E A DISTANCE OF 495.56 FEET TO A 1/2" REBAR IN CONCRETE AT THE BASE OF A FENCE; THENCE S02°05'46"W A DISTANCE OF 444.76 FEET TO A 5/8" REBAR AND THE NORTH RIGHT OF WAY OF AIRPORT ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY N88°15'04"W A DISTANCE OF 646.91 FEET TO A 4" CONCRETE MONUMENT; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY S01°44'56"W A DISTANCE OF 16.20 FEET TO A 1/2" REBAR #8113; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY N88°15'04"W A DISTANCE OF 348.48 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10.289 ACRES, MORE OR LESS.

INCLUDING THE SUBSURFACE ESTATE AND ALL THE OIL, GAS, AND MINERALS ON, IN, AND UNDER AND THAT MAY BE PRODUCED FROM THE ABOVE DESCRIBED LAND.

PIN # 33-4N-23-0000-0038-0010 (Deed recorded in Book 3610, page 3702, dated March 9, 2022)

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN EAST ALONG THE SOUTH SECTION LINE, 15.44 FEET; THENCE NORTH 00 DEGREES 04'46" EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 04'46" EAST, ALONG THE EAST RIGHT OF LINE OF HOUSTON LANE, 374.19 FEET; THENCE NORTH 90 DEGREES 00'00" E, 300.00 FEET; THENCE SOUTH 00 DEGREES 04'46" WEST, 374.19 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT ROAD; THENCE WEST ALONG SAID RIGHT OF WAY LINE, 300.00 FEET TO THE POINT OF BEGINNING.

SECTION 3 – BOUNDARY. The existing boundary line of the City of Crestview, Florida, is modified to include the herein referenced tract of land and the base, zoning and land use maps shall be updated to reflect these changes pursuant to law.

SECTION 4 – LAND USE AND ZONING. Pursuant to general law, the property hereby annexed was subject to Okaloosa County land development, land use plan, and zoning or subdivision regulations, which shall remain in full force and effect until rezoning and land use changes are finalized by the City in compliance with the Comprehensive Plan.

SECTION 5 – COMPREHENSIVE PLAN UPDATE. Pursuant to Chapter 163.011, et seq. petitioner for annexation shall apply through the City for a Comprehensive Plan change which will designate the future land use category for the parcel, with a zoning designation to be assigned and run concurrent with the approval and adoption of the Comprehensive Plan amendment by the proper authorities.

SECTION 6 – MAP UPDATE. The Base, Zoning and Future Land Use Maps shall be updated at the earliest possible date.

SECTION 7 – FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

SECTION 8 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 10 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 11 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

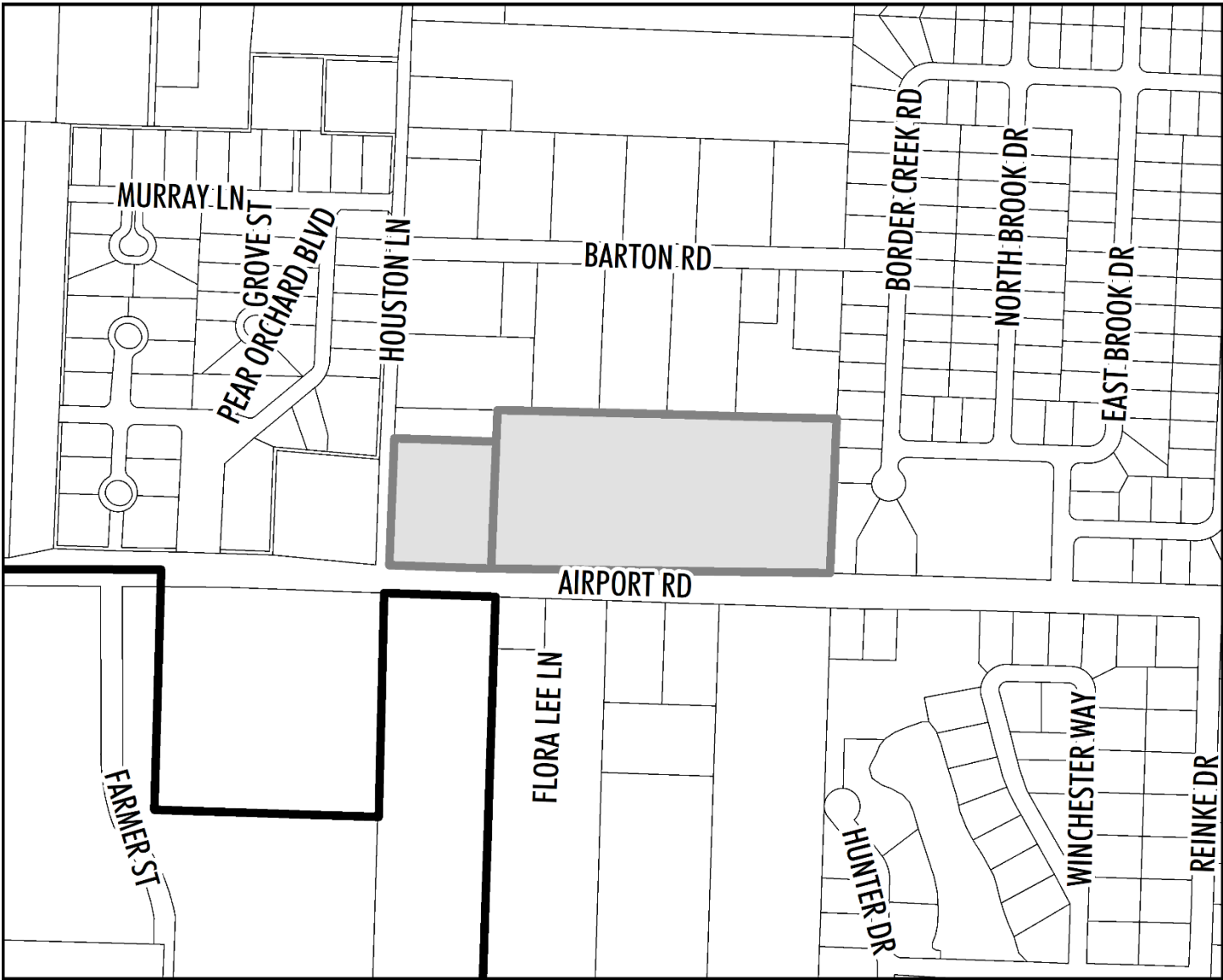
Passed and adopted on second reading by the City Council of Crestview, Florida on the 14th day of November, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 14th day of November, 2022.

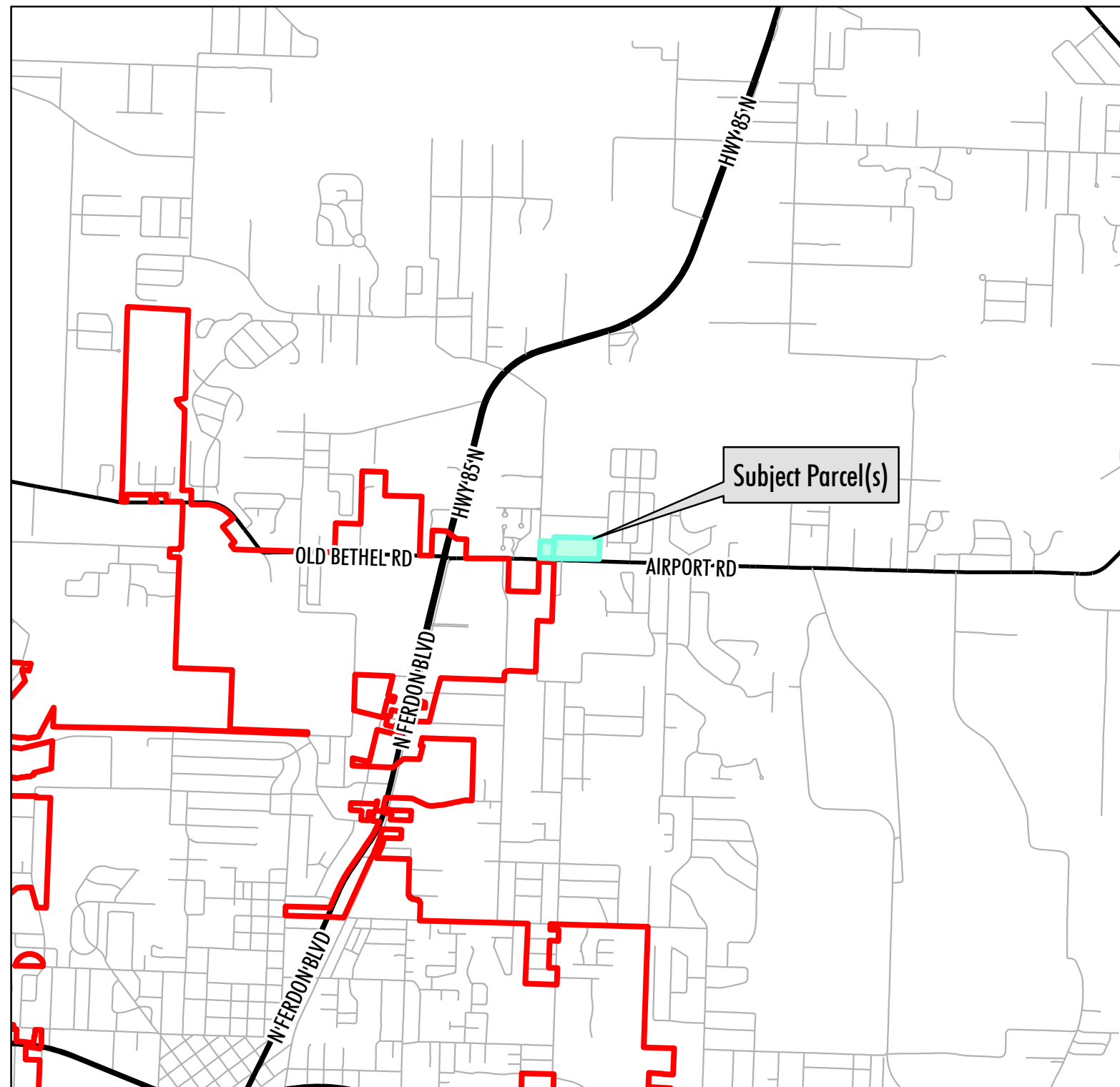
J. B. Whitten
Mayor



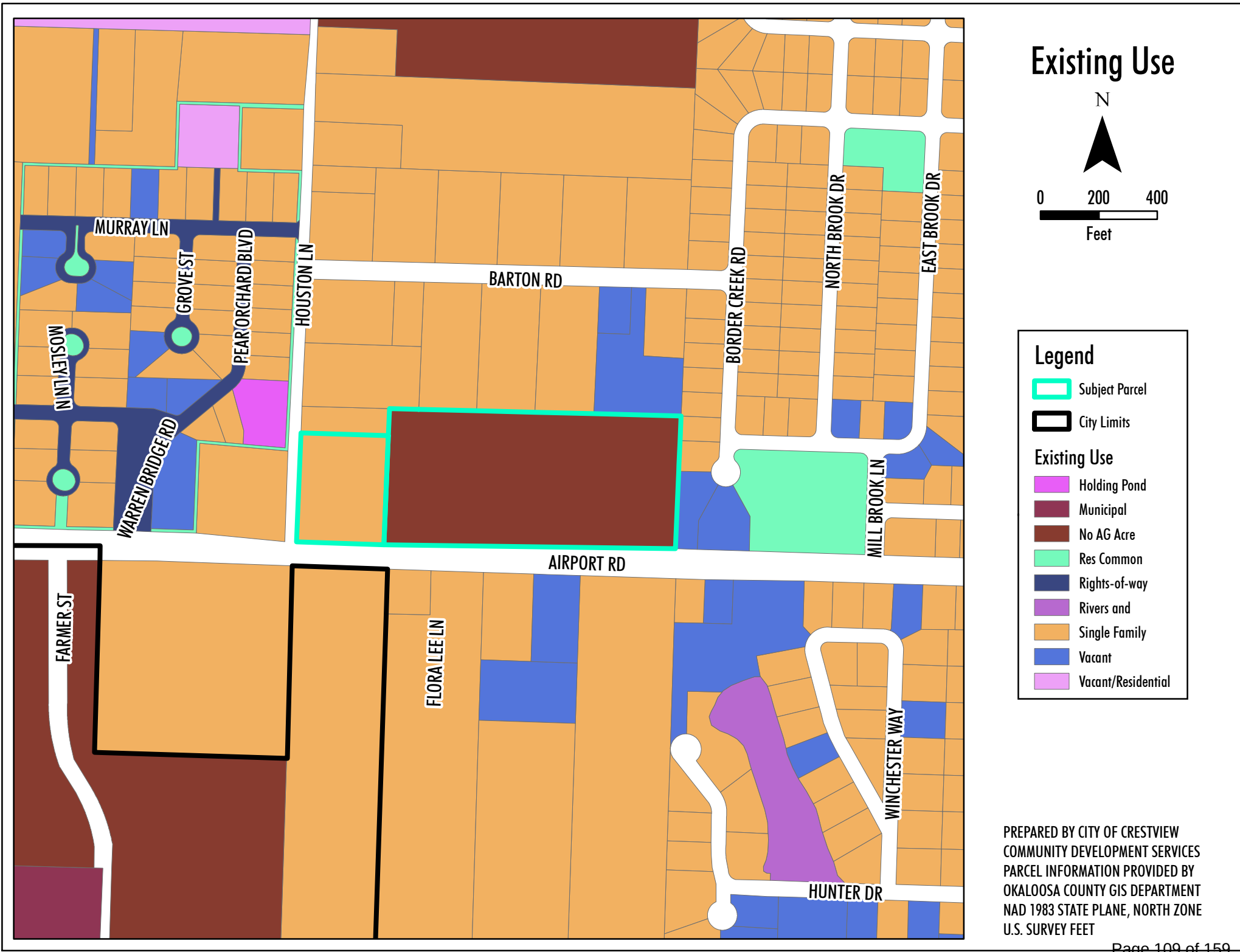
Vicinity Map



Not to Scale



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



0 200 400
Feet

Legend

 Subject Parcel

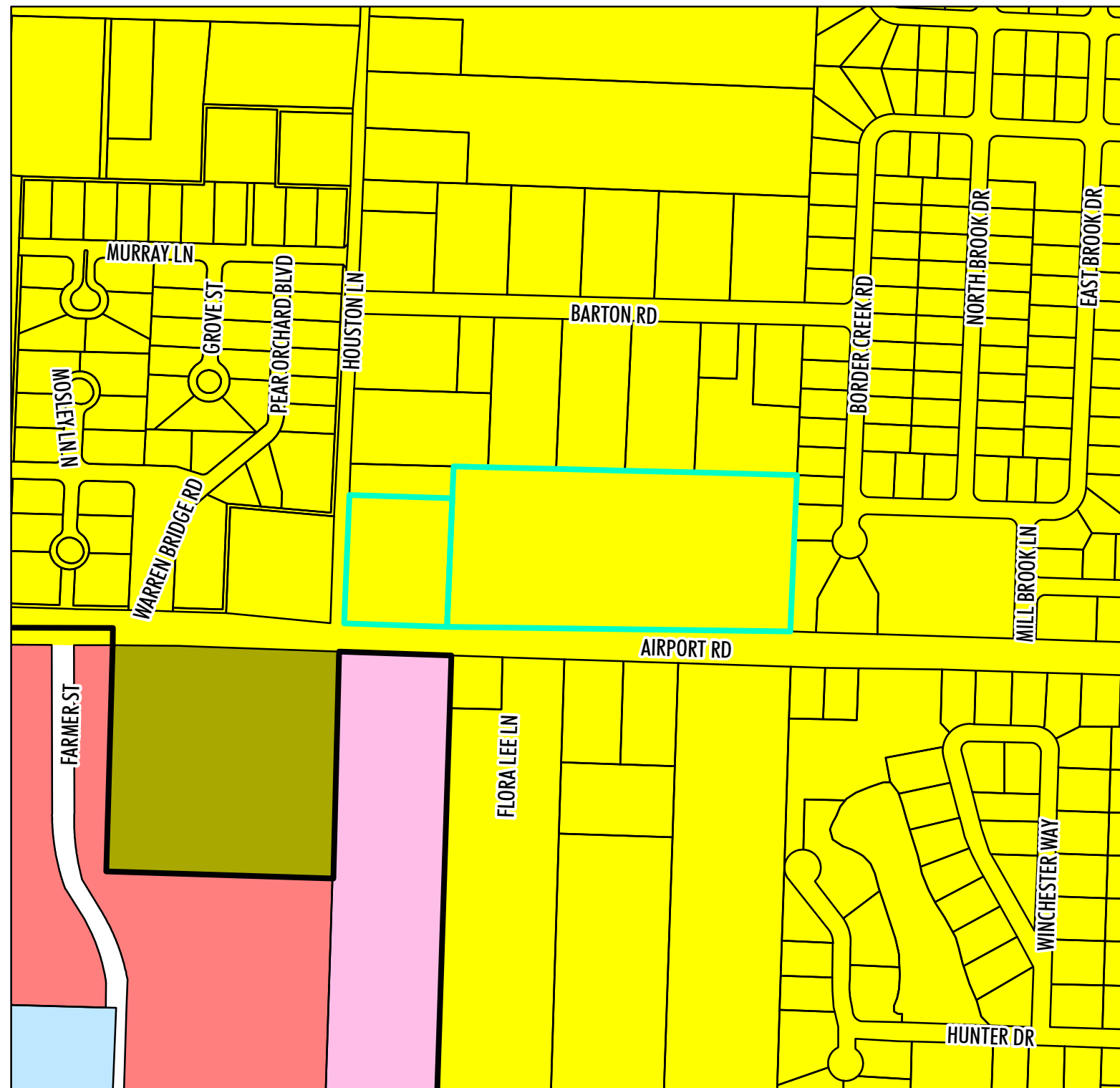
 City Limits

City Future Land Use

-  Commercial (C)
-  Industrial (IN)
-  Mixed Use (MU)
-  Conservation (CON)
-  Public Lands (PL)
-  Residential (R)

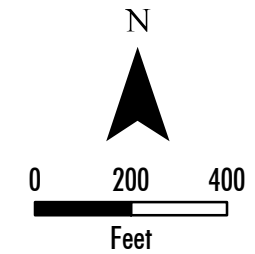
County Future Land Use

-  Low Density Residential (LDR)
-  Mixed Use (MU)



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Current Zoning



Legend

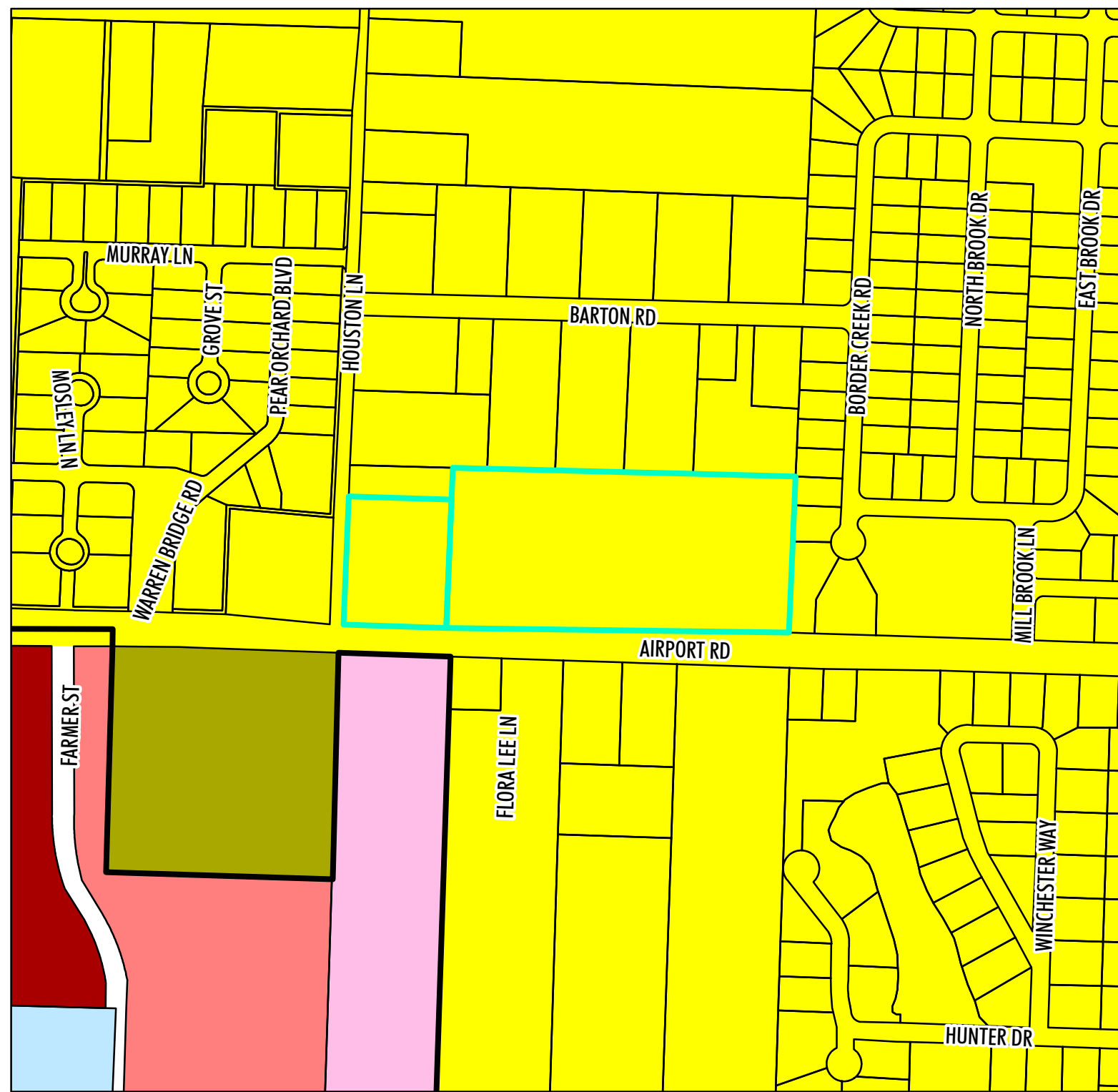
- Subject Parcel
- City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use
- Commercial (C-1)
- Commercial (C-2)
- Industrial
- Public Lands (P)
- Conservation

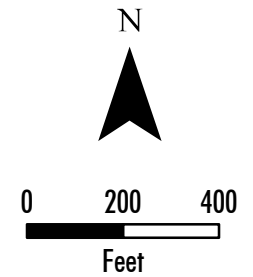
County Zoning

- Residential - 1 (R-1)
- Mixed Use



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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Future Land Use



Legend

Subject Parcel

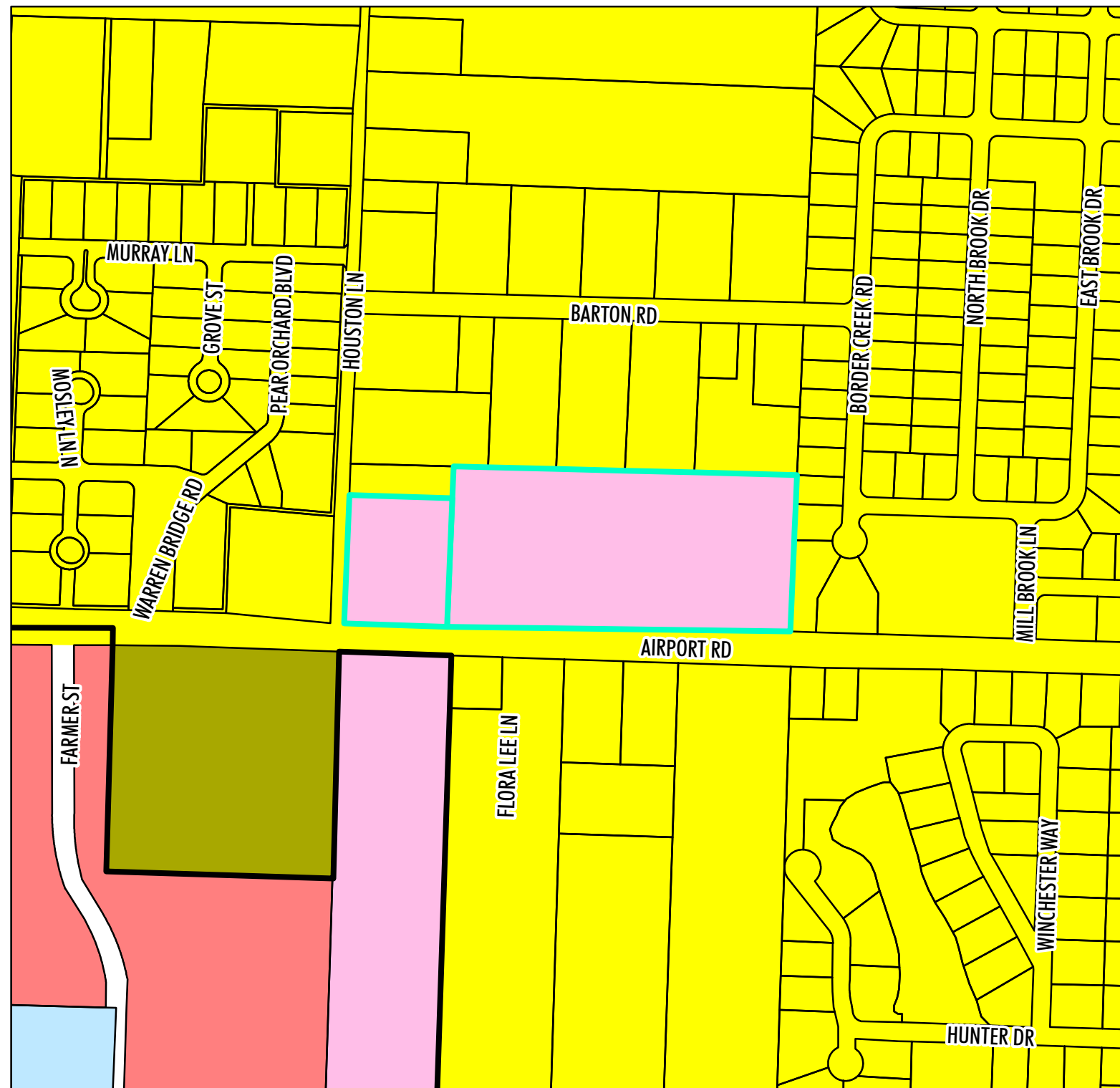
City Limits

City Future Land Use

- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

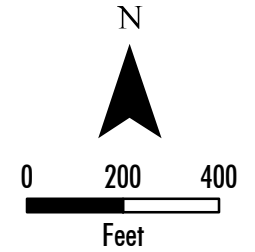
County Future Land Use

- Low Density Residential (LDR)
- Mixed Use (MU)



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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Zoning



Legend

Subject Parcel

City Limits

City Zoning

Single Family Estate Dwelling District (R-1E)

Single Family Low Density District (R-1)

Single Family Medium Density District (R-2)

Single and Multi-Family Dwelling District (R-3)

Mixed Use (MU)

Commercial (C-1)

Commercial (C-2)

Industrial (IN)

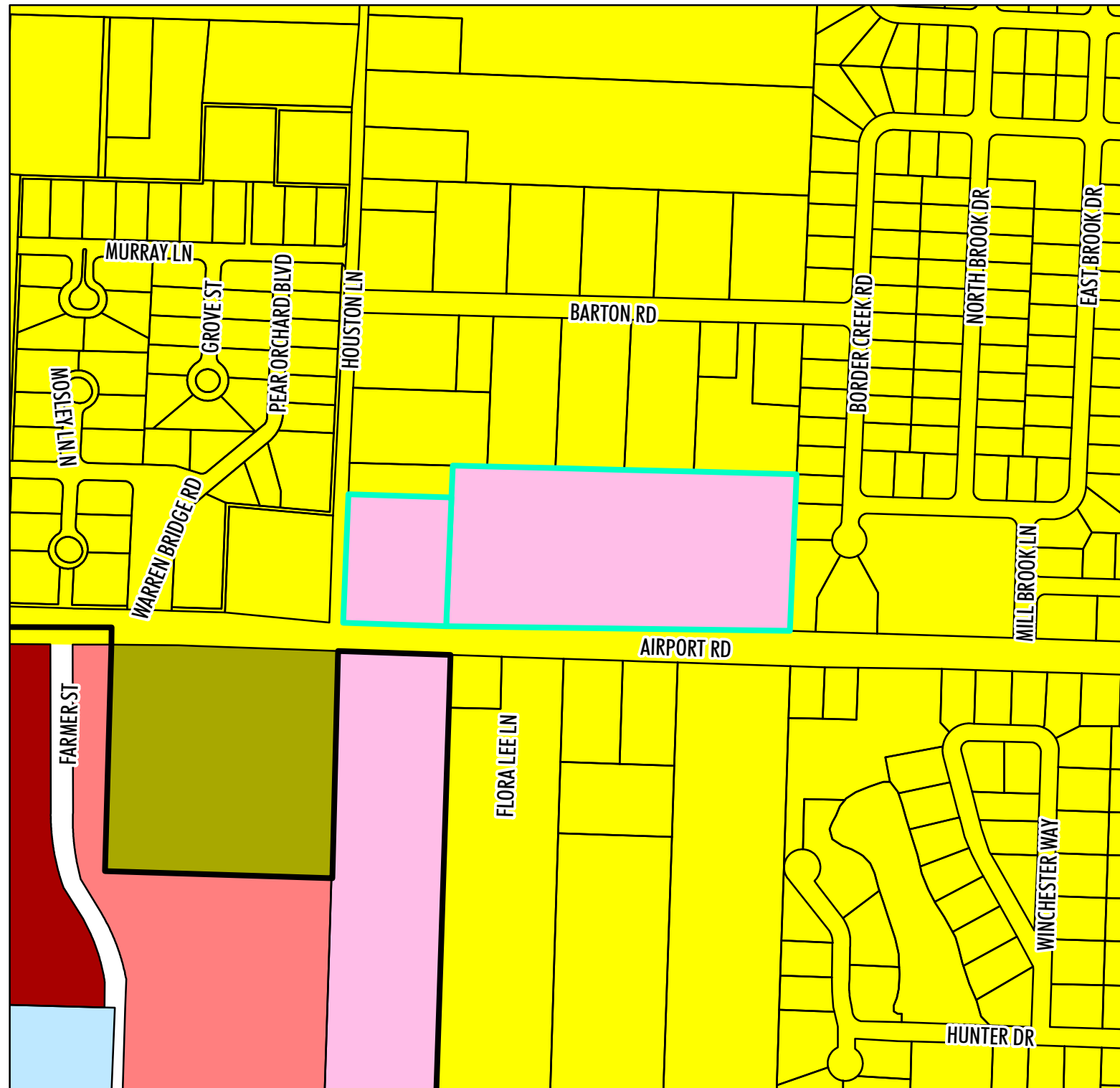
Public Lands (P)

Conservation (E)

County Zoning

Residential - 1 (R-1)

Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 10/20/2022
SUBJECT: Ordinance 1903 Friendship Lane Annexation

BACKGROUND:

On August 24, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 5851 Friendship Lane.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential and Residential-1, respectively.

DISCUSSION:

The property description is as follows:

Property Owner: Wilson Bobby J & Katherine
5851 Friendship Lane
Crestview, FL 325369322
Parcel ID: 33-4N-23-0000-0059-0000
Site Size: 2.19 acres
Current FLU: Okaloosa County Low Density Residential
Current Zoning: Okaloosa County Residential-1
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
South	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
West	Mixed Use (MU)	Mixed Use (MU)	Being developed for multi-family residential

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for commercial use.

Staff has reviewed the application based on the criteria detailed in Florida statute 171.043 for annexations and finds the following:

- The property is contiguous to the city limits;
- The property is comprised of one (1) lot in unincorporated Okaloosa County, and is therefore considered compact;
- The annexation of the property would not create an enclave
- The subject property is not included in the boundary of another municipality; and,
- The subject property meets the definition of urban purposes.

Courtesy notices were mailed to property owners within 300 feet of the subject property on September 9, 2022. A letter was sent via certified mail to the Okaloosa Board of County Commissioners on September 20, 2022. The property was posted on September 20, 2022. An advertisement ran in the Crestview News Bulletin on October 13 and 20, 2022.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for annexation have been waived for this application as it was received during the moratorium on annexation fees.

The cost of advertising was \$544.50.

The successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1903 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1903

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 2.19 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 33, TOWNSHIP 4 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – LAND DESCRIPTION. The following described unincorporated area contiguous to the City of Crestview, Florida, is hereby annexed to the City:

PIN # 33-4N-23-0000-0059-0000 (Deed recorded in Book 1107, page 1811, dated January 15, 1981)

Commencing at the Northwest corner of Southwest Quarter of Southwest Quarter of Section 33, Township 4 North, Range 23 West, and run South along Section line 320.0 feet to a concrete monument, thence East 205.0 feet to a concrete monument, thence North 0.52 feet to P.C. of a curve (with a radius of 85.0 feet) thence Northeasterly along the chord of said curve to the right a distance of 131.52 feet to P.T. of a curve, thence East 41.70 feet to a concrete monument, thence North 223.16 feet to a concrete monument, thence Northwesterly 328.15 feet to Point of Beginning, all lying in the Southwest Quarter of Southwest Quarter of Section 33, Township 4 North, Range 23 West, Okaloosa County, Florida, containing 2 .19 acres.

Subject to Restrictions and Easements of record.

SECTION 3 – BOUNDARY. The existing boundary line of the City of Crestview, Florida, is modified to include the herein referenced tract of land and the base, zoning and land use maps shall be updated to reflect these changes pursuant to law.

SECTION 4 – LAND USE AND ZONING. Pursuant to general law, the property hereby annexed was subject to Okaloosa County land development, land use plan, and zoning or subdivision regulations, which shall remain in full force and effect until rezoning and land use changes are finalized by the City in compliance with the Comprehensive Plan.

SECTION 5 – COMPREHENSIVE PLAN UPDATE. Pursuant to Chapter 163.011, et seq. petitioner for annexation shall apply through the City for a Comprehensive Plan change which will designate the future land

use category for the parcel, with a zoning designation to be assigned and run concurrent with the approval and adoption of the Comprehensive Plan amendment by the proper authorities.

SECTION 6 – MAP UPDATE. The Base, Zoning and Future Land Use Maps shall be updated at the earliest possible date.

SECTION 7 – FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

SECTION 8 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 10 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 11 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

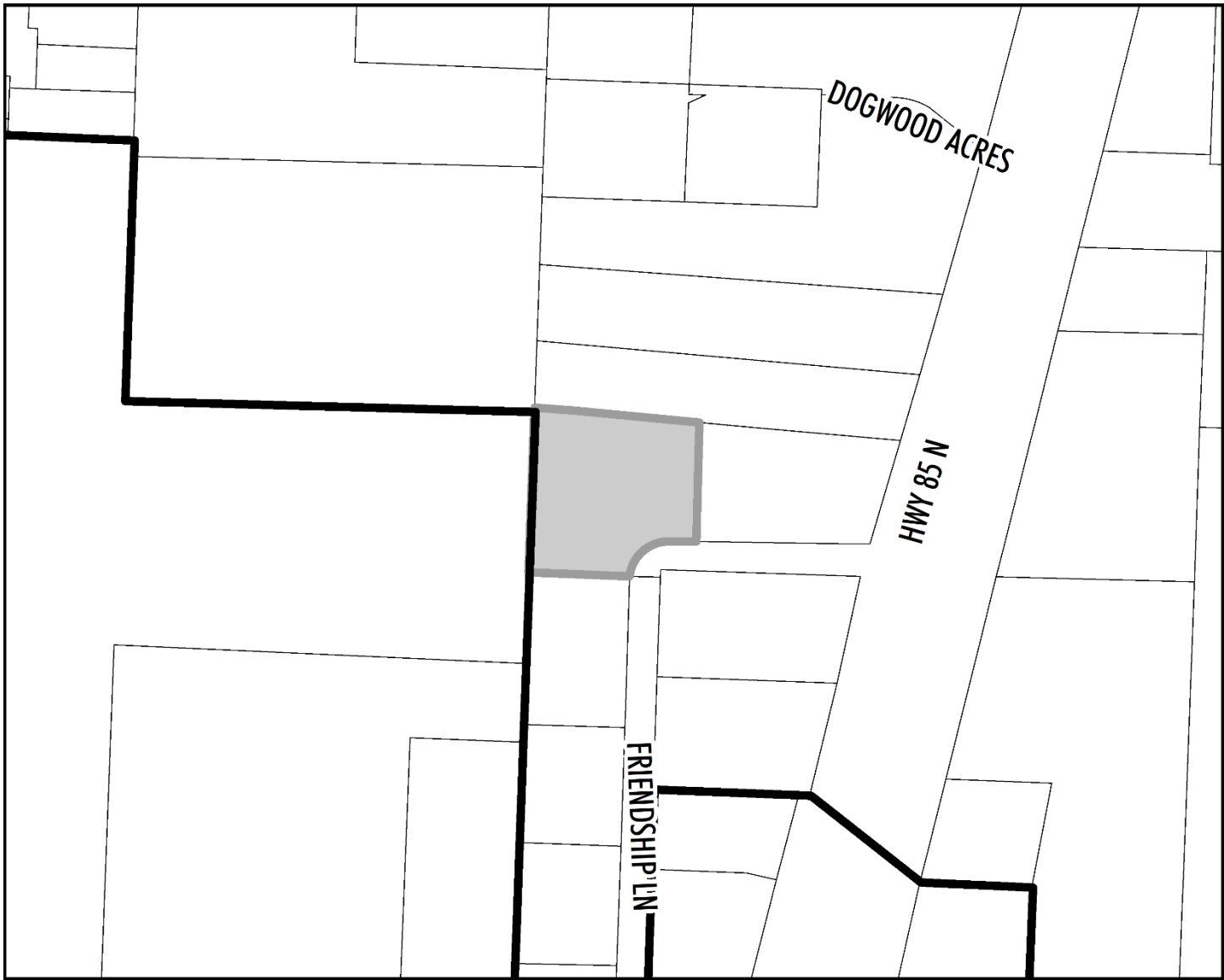
Passed and adopted on second reading by the City Council of Crestview, Florida on the 14th day of November, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 14th day of November, 2022.

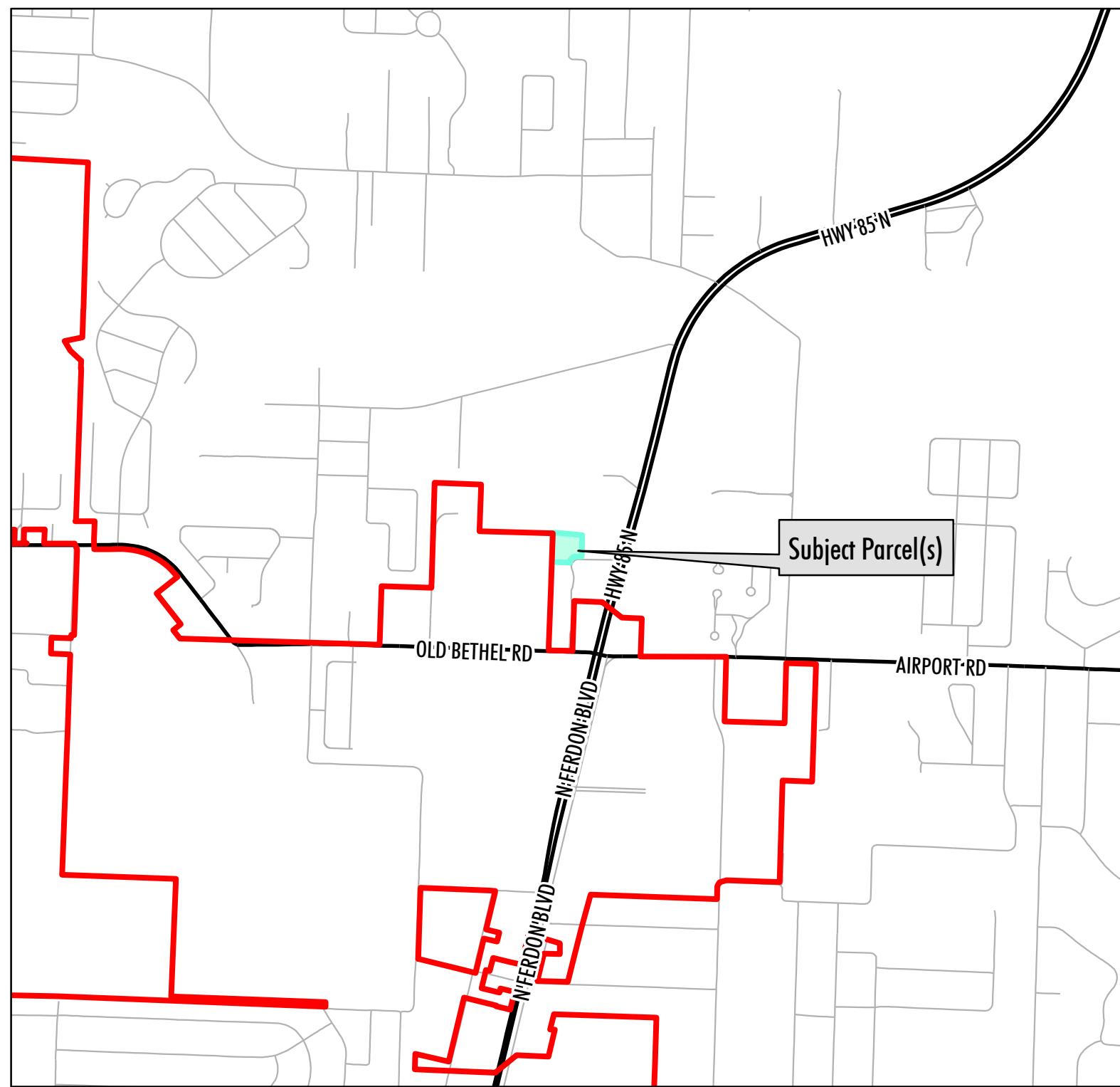
J. B. Whitten
Mayor



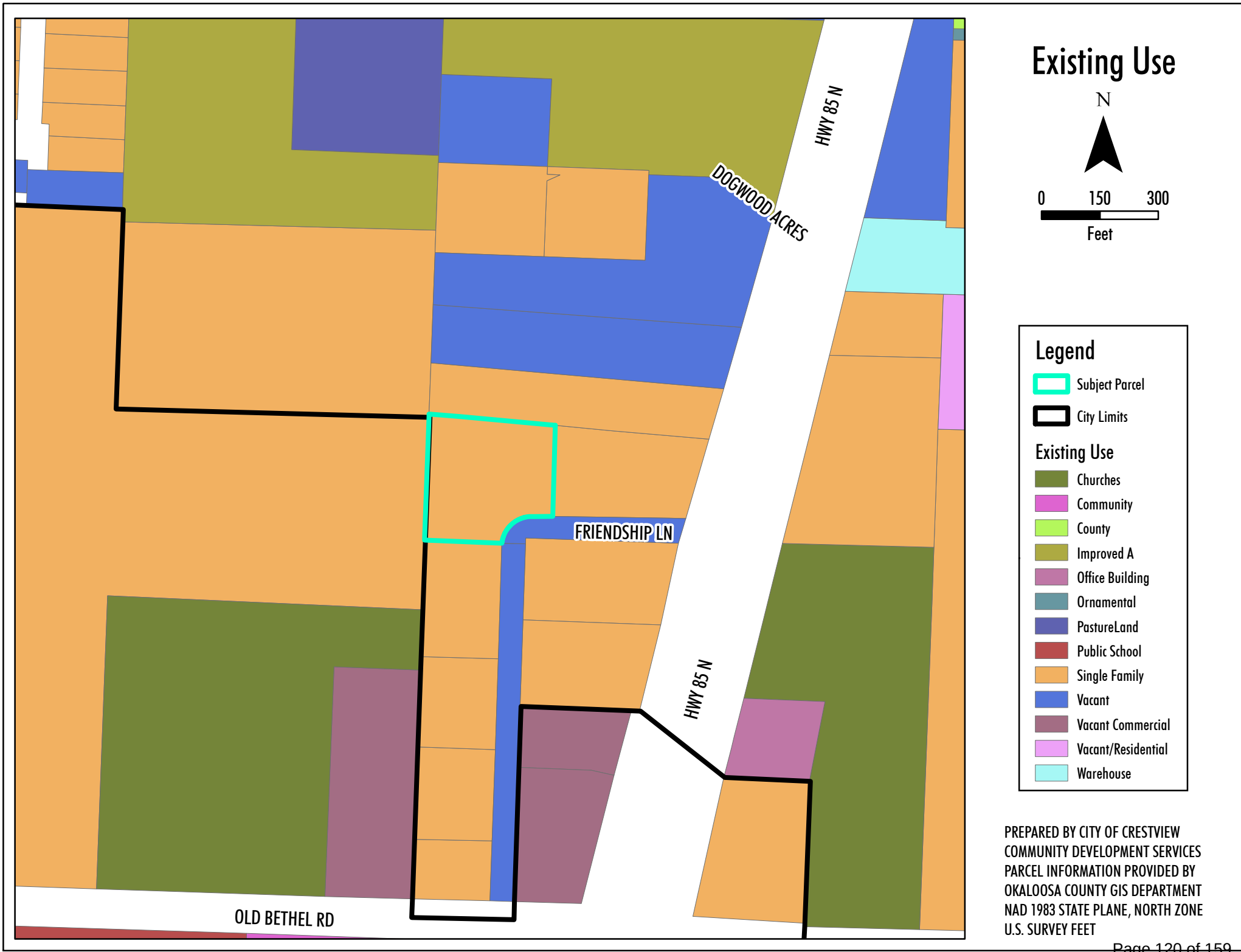
Vicinity Map



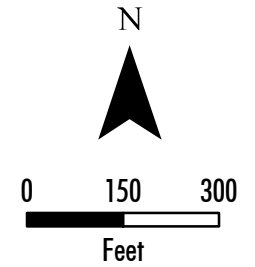
Not to Scale



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COMMUNITY DEVELOPMENT SERVICES
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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



Legend

Subject Parcel

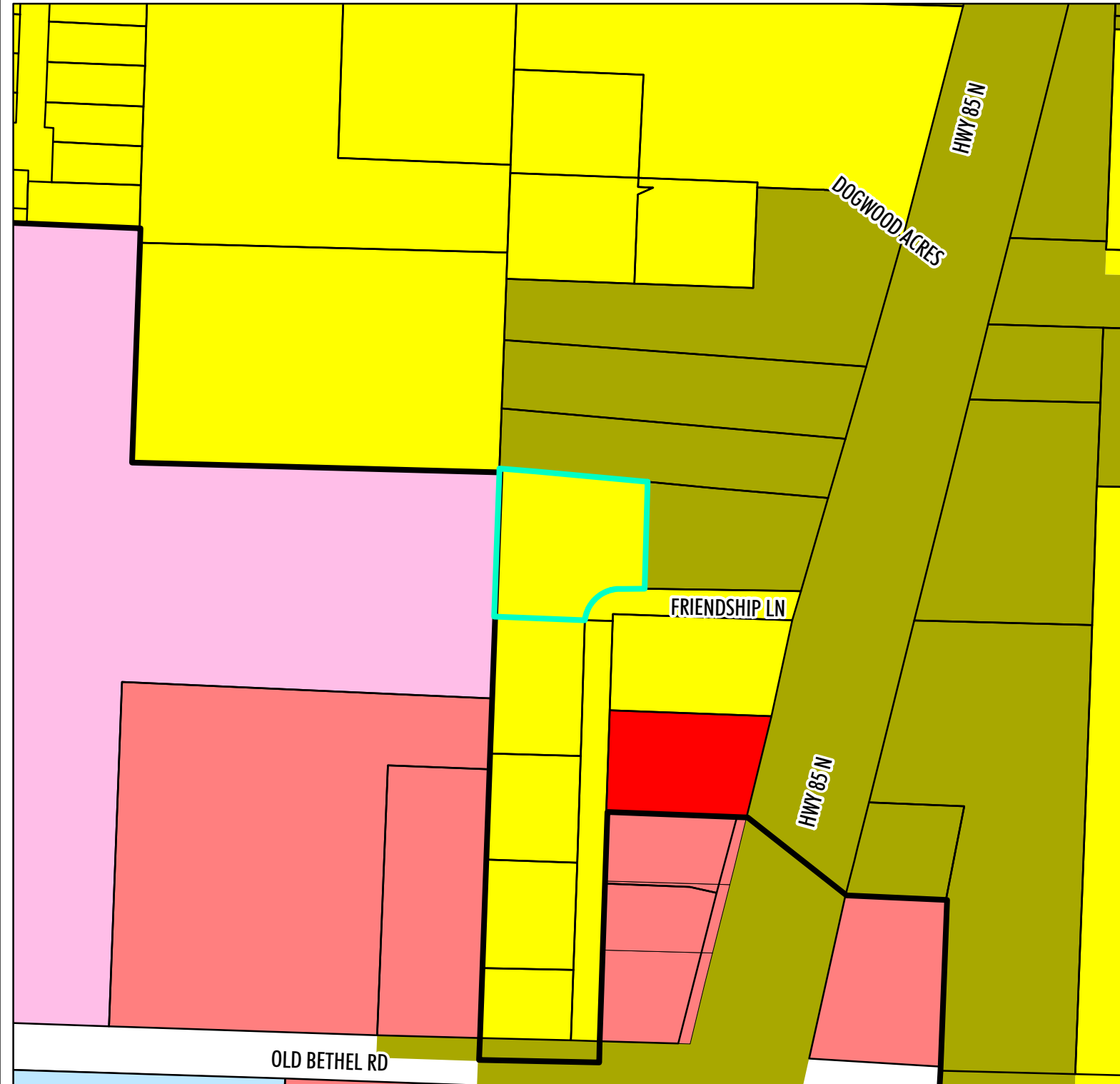
City Limits

City Future Land Use

- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

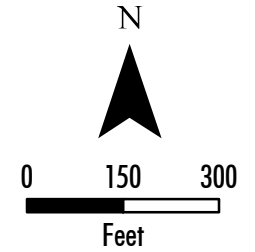
County Future Land Use

- Commercial (C)
- Low Density Residential (LDR)
- Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Current Zoning



Legend

Subject Parcel

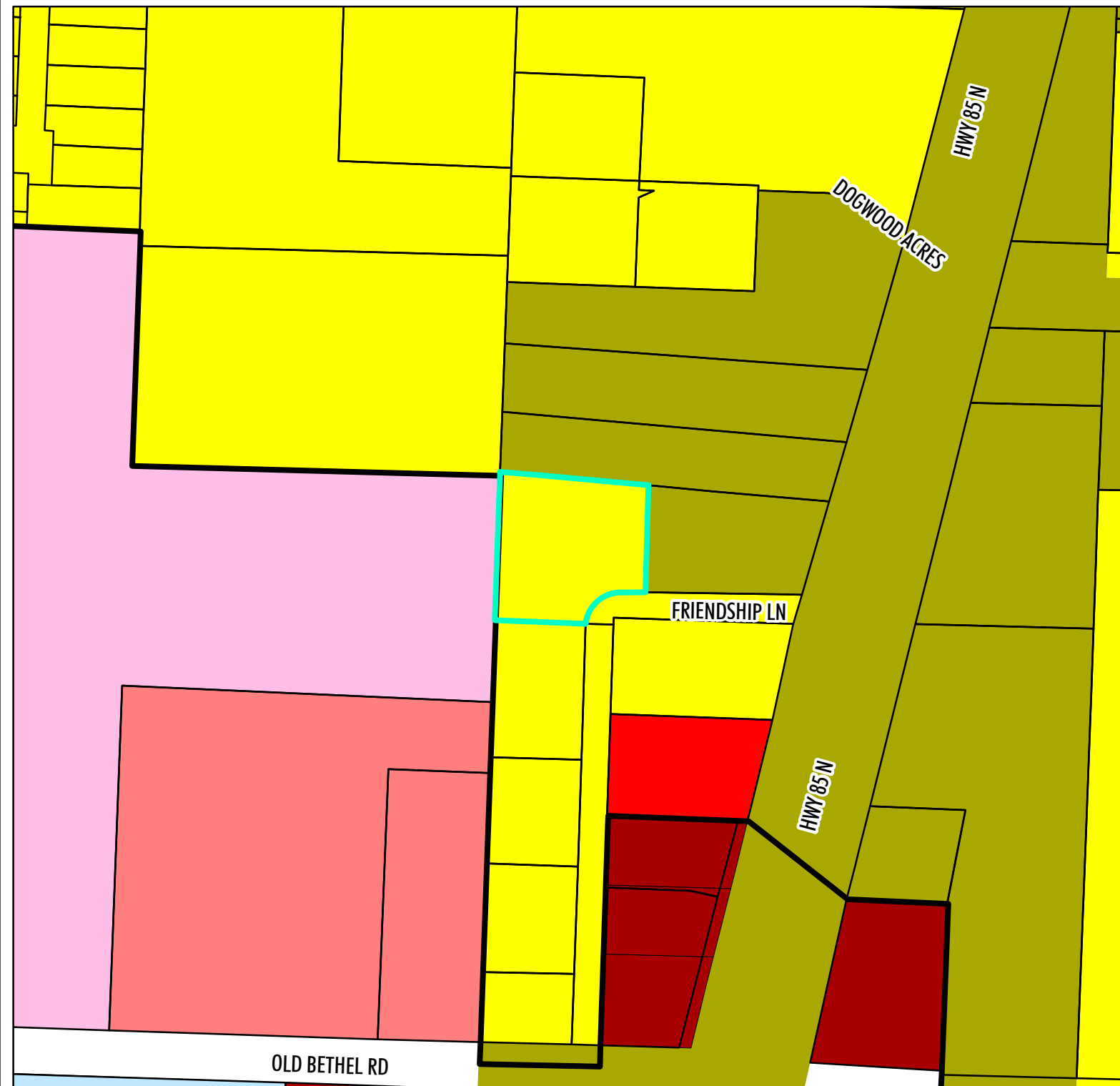
City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use
- Commercial (C-1)
- Commercial (C-2)
- Industrial
- Public Lands (P)
- Conservation

County Zoning

- Residential - 1 (R-1)
- Mixed Use
- General Commercial (C-3)



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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Future Land Use



0 150 300
Feet

Legend

 Subject

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

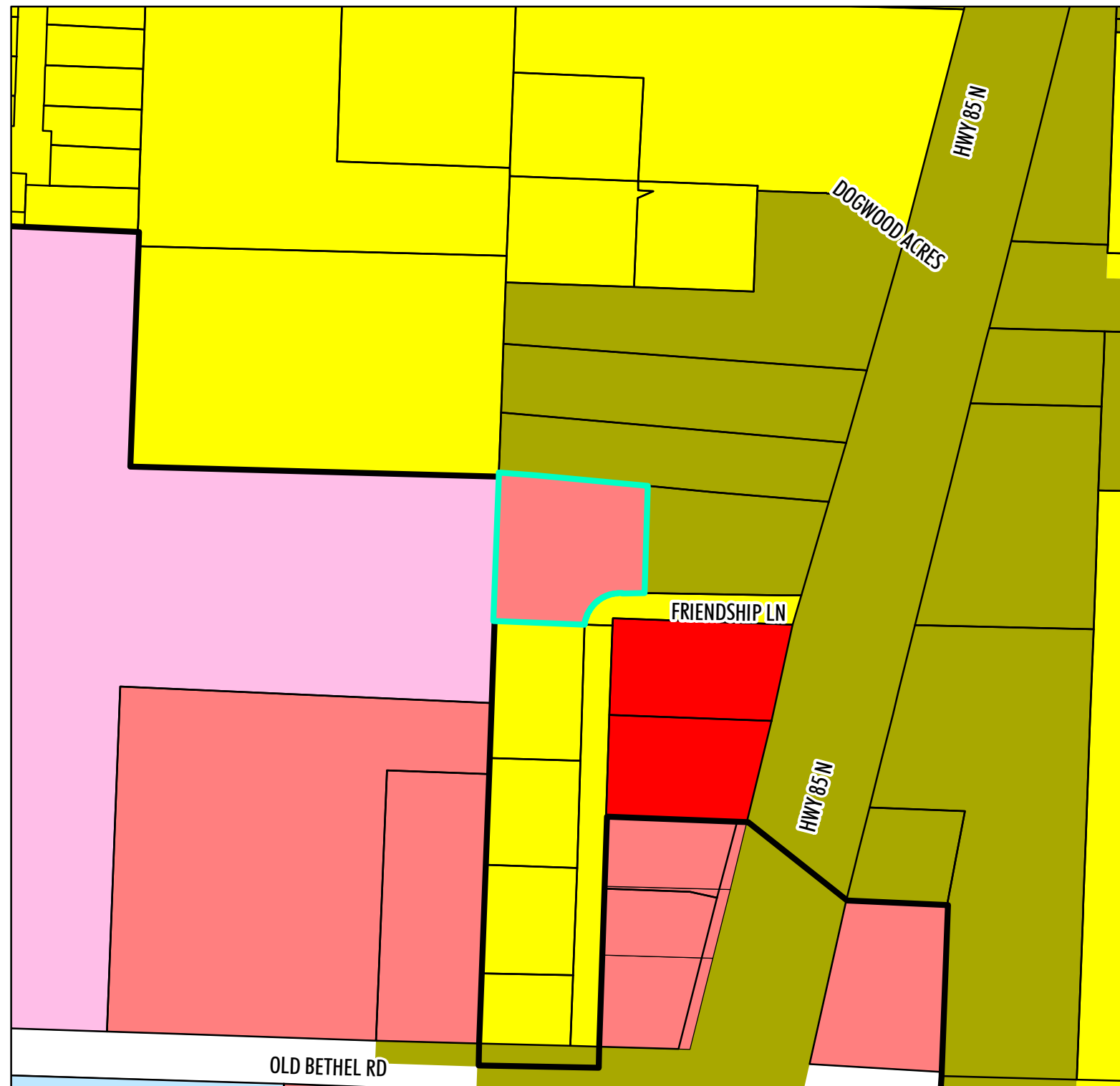
 Residential (R)

County Future Land Use

 Commercial (C)

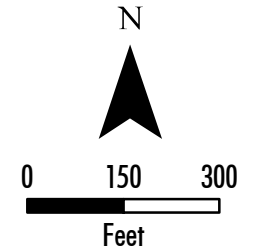
 Low Density Residential (LDR)

 Mixed Use (MU)



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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Zoning



- Subject Parcel
- City Limits
- City**
 - Single Family Estate Dwelling District (R-1E)
 - Single Family Low Density District (R-2)
 - Single Family Medium Density District (R-3)
 - Single and Multi-Family Dwelling District (R-3)
 - Mixed Use (MU)
 - Commercial (C-1)
 - Commercial (C-2)
 - Industrial (IN)
 - Public Lands (P)
 - Conservation (E)
- County**
 - Residential - 1 (R-1)
 - Mixed Use (MU)
 - General Commercial (C-3)

PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 10/20/2022
SUBJECT: Ordinance 1904 - Friendship Lane Comprehensive Plan Amendment

BACKGROUND:

On August 24, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 5851 Friendship Lane.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential and Residential-1, respectively.

The application requests the Commercial (C) future land use designation for the property.

The Planning and Development Board recommended approval of the request on October, 2022, by a vote of 4 ayes and 1 nay.

DISCUSSION:

The property description is as follows:

Property Owner: Wilson Bobby J & Katherine
5851 Friendship Lane
Crestview, FL 325369322
Parcel ID: 33-4N-23-0000-0059-0000
Site Size: 2.19 acres
Current FLU: Okaloosa County Low Density Residential
Current Zoning: Okaloosa County Residential-1
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
South	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
West	Mixed Use (MU)	Mixed Use (MU)	Being developed for multi-family residential

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for commercial use.

Staff reviewed the request for a comprehensive plan amendment and finds the following:

- The proposed future land use map designation is compatible with the surrounding area.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment does not involve a text change to goals, policies, and objectives of the comprehensive plan. It only proposes a land use change to the future land use map for a site-specific small-scale development.
- The subject property is not located within an area of critical state concern.

Courtesy notices were mailed to property owners within 300 feet of the subject property on September 9, 2022. The property was posted on September 20, 2022. An advertisement ran in the Crestview News Bulletin on October 13 and 20, 2022.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the comprehensive plan amendment have been waived for this application as it was received during the moratorium on annexation fees. There is no additional cost of advertising as the comprehensive plan amendment request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1904 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1904

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY LOW DENSITY RESIDENTIAL TO COMMERCIAL (C) ON APPROXIMATELY 2.19 ACRES, MORE OR LESS, IN SECTION 33, TOWNSHIP 4 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA, AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2 – FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Low Density Residential to Commercial (C) on a parcel of land containing 2.19 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3 – PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020." The amendment is described in Section 4 below.

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 2.19 acres of land, more or less, from Okaloosa County Low Density Residential to Commercial (C). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 2.19 acres, more or less, is known as Parcel 33-4N-23-0000-0059-0000 and commonly described as:

Commencing at the Northwest corner of Southwest Quarter of Southwest Quarter of Section 33, Township 4 North, Range 23 West, and run South along Section line 320.0 feet to a concrete monument, thence East 205.0 feet to a concrete monument, thence North 0.52 feet to P.C. of a curve (with a radius of 85.0 feet) thence Northeasterly along the chord of said curve to the right a distance of 131.52 feet to P.T. of a curve, thence East 41.70 feet to a concrete monument, thence North 223.16 feet to a concrete monument, thence Northwesterly 328.15 feet to Point of

Beginning, all lying in the Southwest Quarter of Southwest Quarter of Section 33, Township 4 North, Range 23 West, Okaloosa County, Florida, containing 2 .19 acres.

Subject to Restrictions and Easements of record.

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 33-4N-23-0000-0059-0000. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 33-4N-23-0000-0059-0000 thereon.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 14th day of November, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 14th day of November, 2022.

J. B. Whitten
Mayor

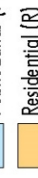
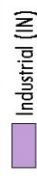
Adopted Future Land Use



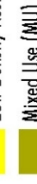
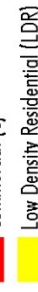
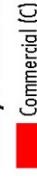
Legend



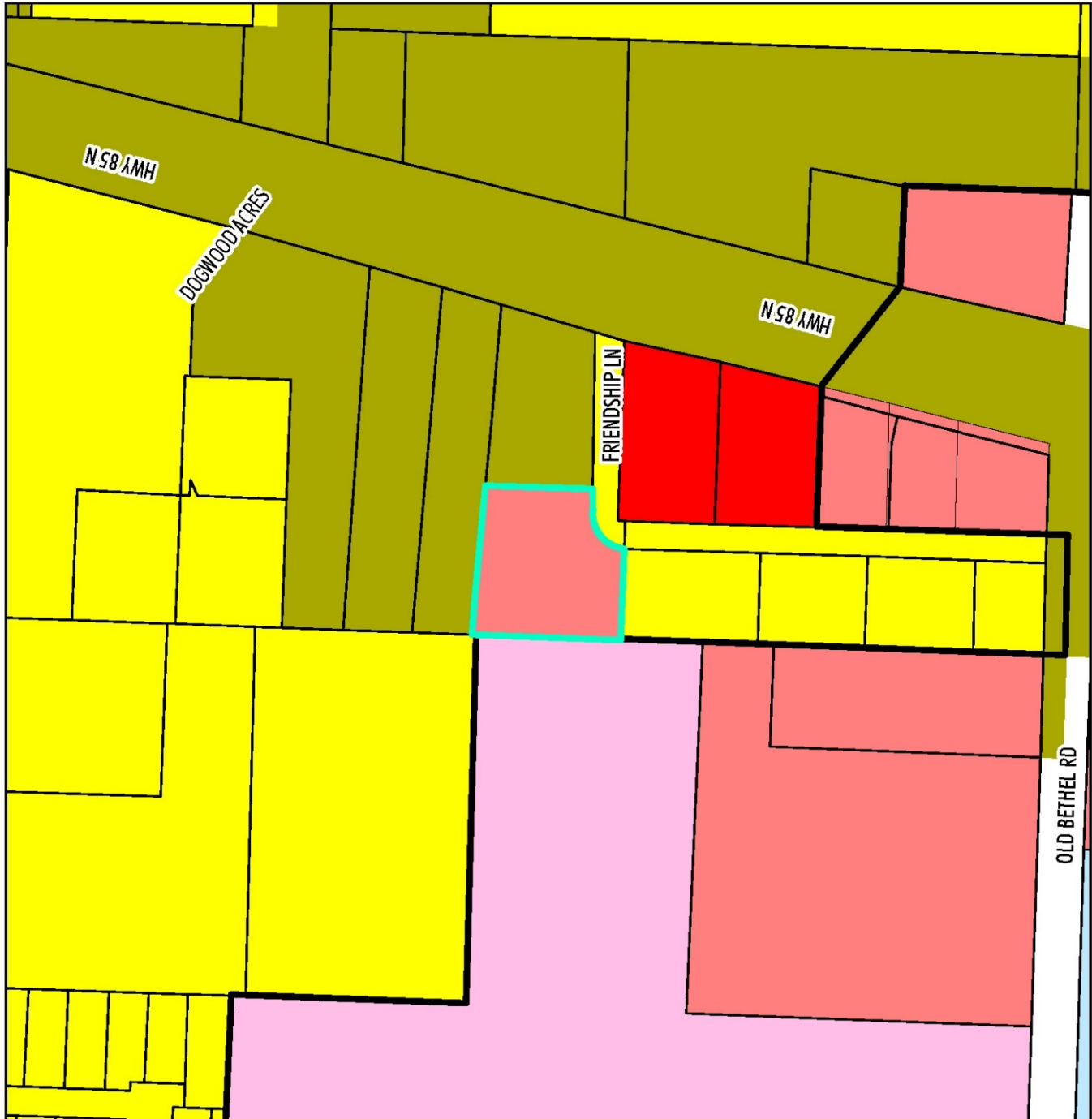
City Future Land Use



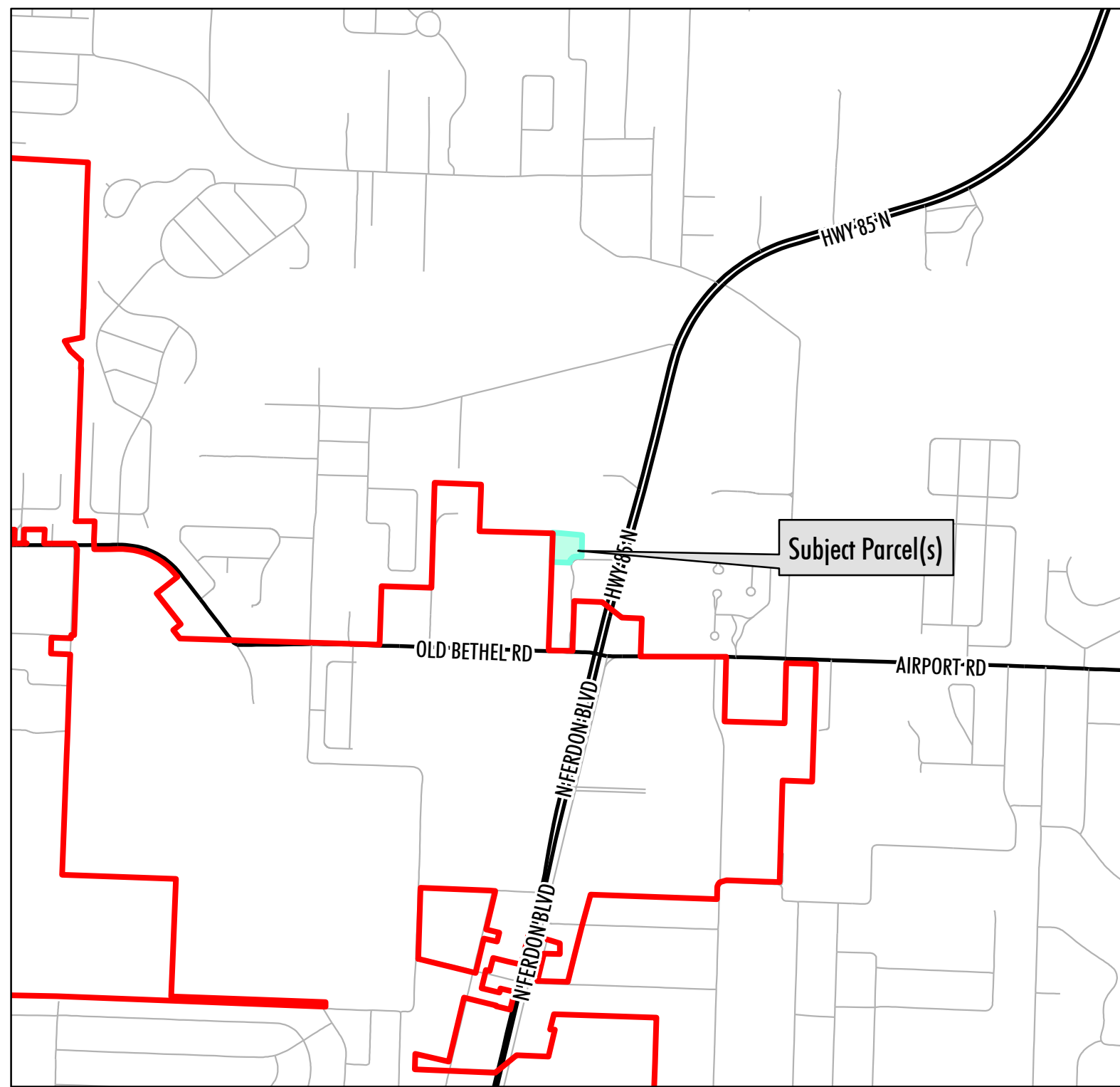
County Future Land Use



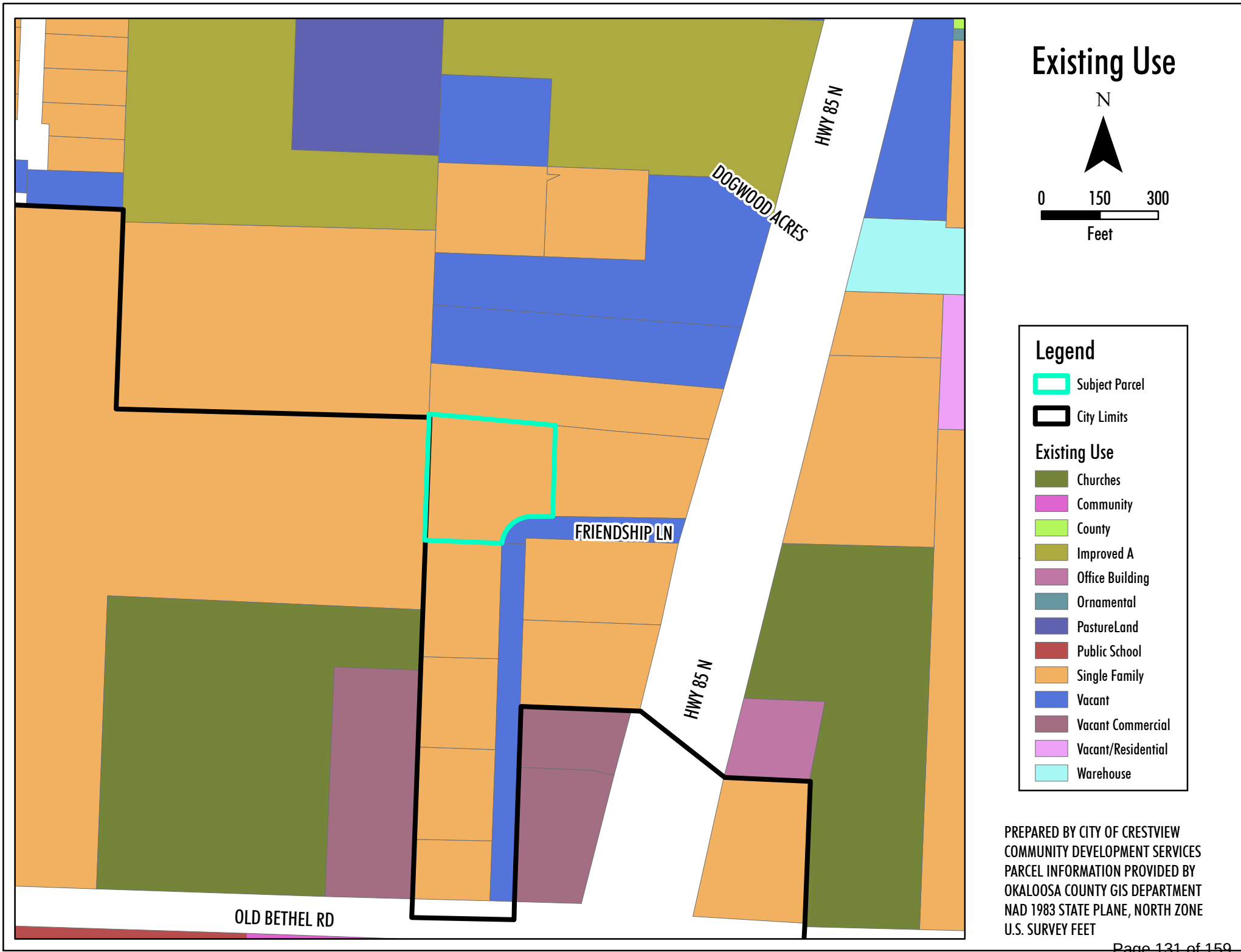
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



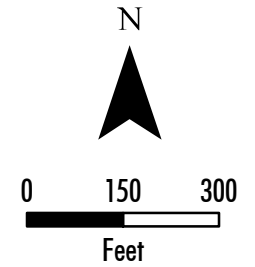
Vicinity Map



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Current Future Land Use



Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

Public Lands (PL)

Residential (R)

County Future Land Use

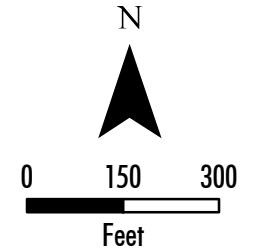
Commercial (C)

Low Density Residential (LDR)

Mixed Use (MU)

PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Current Zoning



Legend

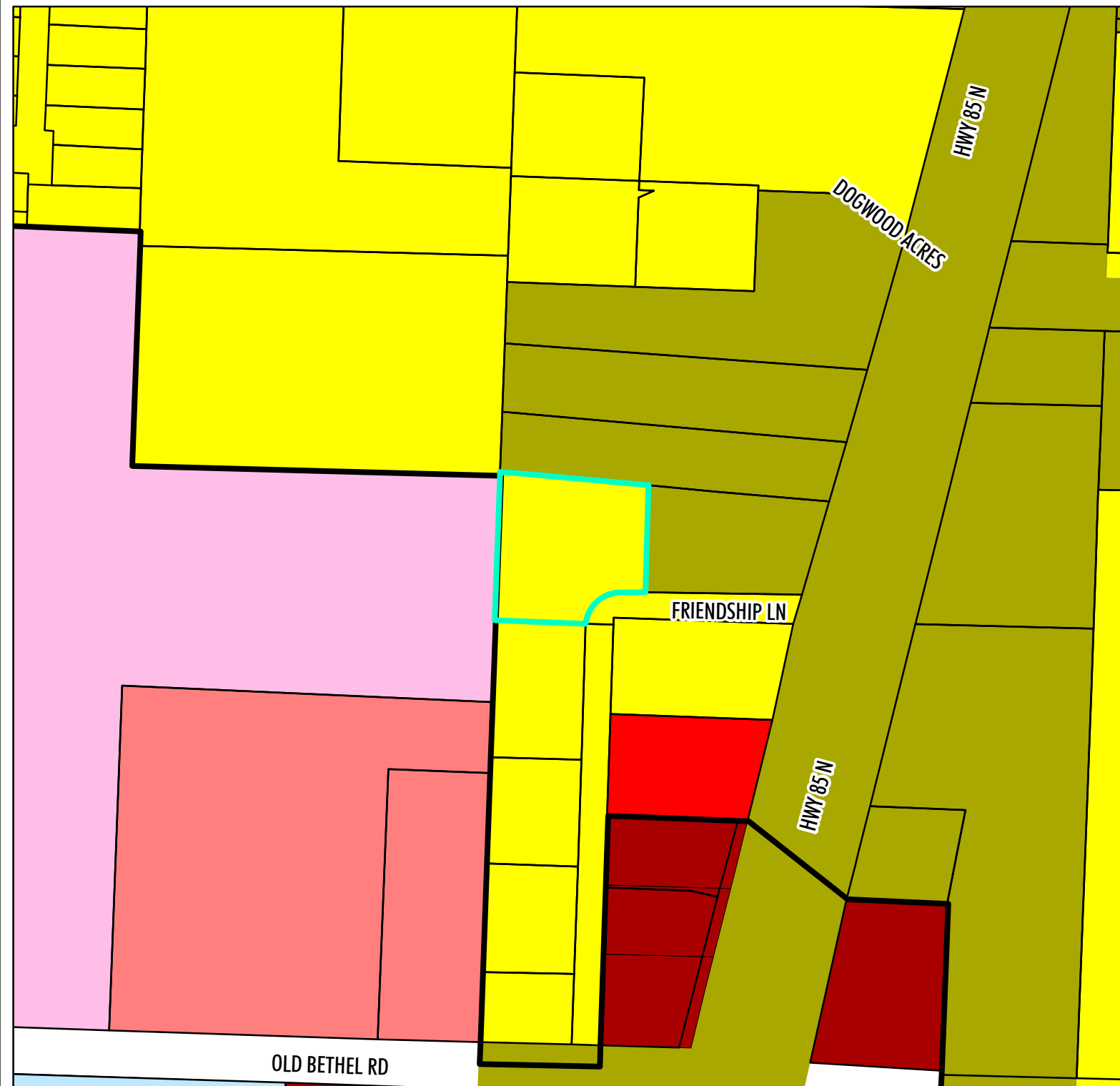
- Subject Parcel
- City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use
- Commercial (C-1)
- Commercial (C-2)
- Industrial
- Public Lands (P)
- Conservation

County Zoning

- Residential - 1 (R-1)
- Mixed Use
- General Commercial (C-3)



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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Future Land Use



0 150 300
Feet

Legend

 Subject

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

 Conservation (CON)

 Public Lands (PL)

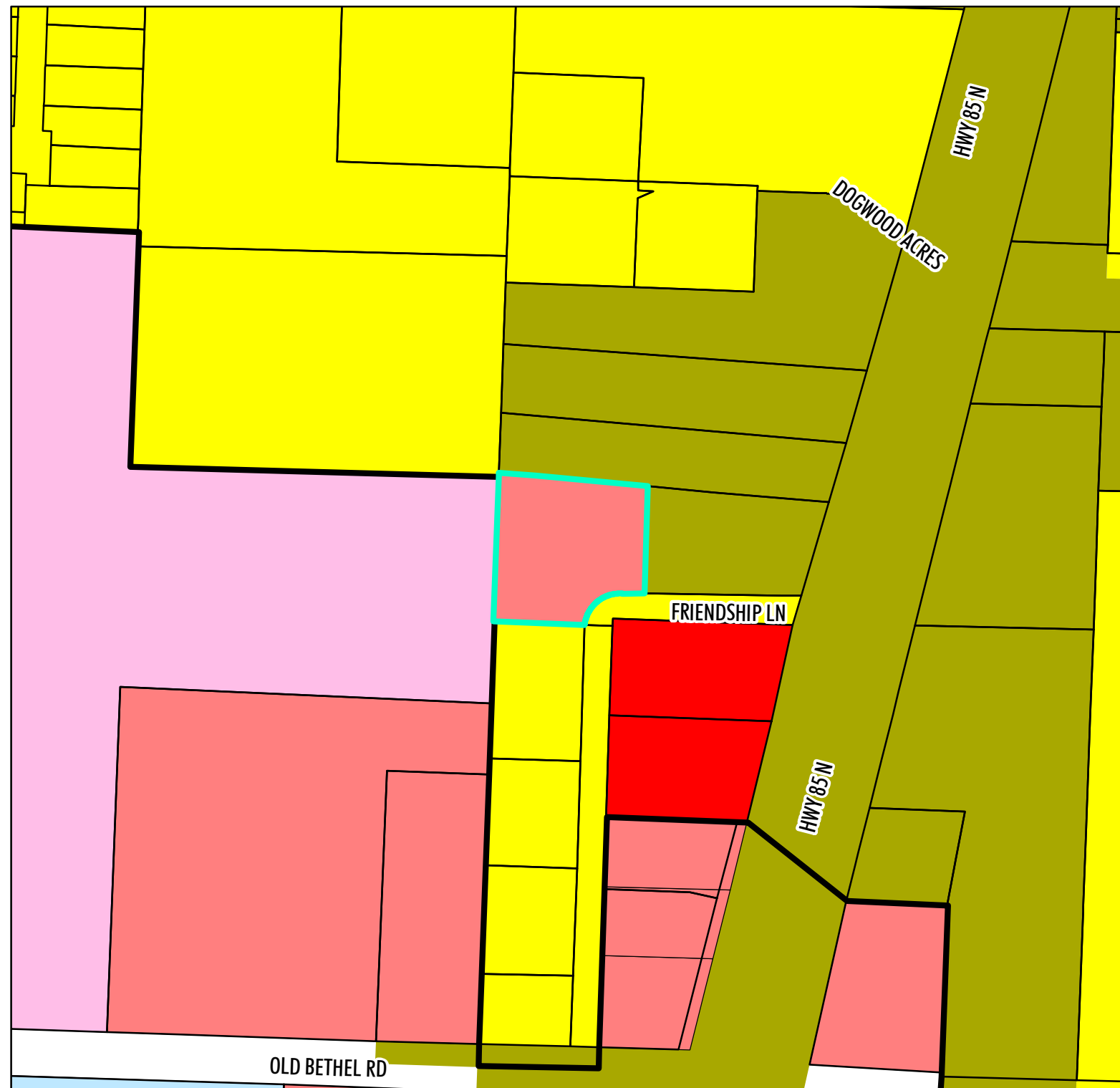
 Residential (R)

County Future Land Use

 Commercial (C)

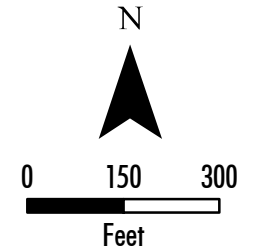
 Low Density Residential (LDR)

 Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Zoning



- Subject Parcel
- City Limits
- City**
 - Single Family Estate Dwelling District (R-1E)
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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: 1st reading after PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Gis
DATE: 10/20/2022
SUBJECT: Ordinance 1905 - Friendship Lane Rezoning

BACKGROUND:

On August 24, 2022, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 5851 Friendship Lane.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential and Residential-1, respectively.

The application requests the Commercial Low-Intensity District (C-1) zoning designation for the property.

The Planning and Development Board recommended approval of the request on October 3, 2022.

DISCUSSION:

The property description is as follows:

Property Owner: Wilson Bobby J & Katherine
5851 Friendship Lane
Crestview, FL 325369322
Parcel ID: 33-4N-23-0000-0059-0000
Site Size: 2.19 acres
Current FLU: Okaloosa County Low Density Residential
Current Zoning: Okaloosa County Residential-1
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
South	Okaloosa County Low Density Residential	Okaloosa County Residential-1	Residential
West	Mixed Use (MU)	Mixed Use (MU)	Being developed for multi-family residential

The subject property is currently developed for residential use and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for commercial use.

Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on September 9, 2022. The property was posted on September 20, 2022. An advertisement ran in the Crestview News Bulletin on October 13 and 20, 2022.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the rezoning request have been waived for this application as it was received during the moratorium on annexation fees. There is no additional cost of advertising as the rezoning request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests that the council move Ordinance 1905 to second reading for adoption.

Attachments

1. Exhibit Packet

ORDINANCE: 1905

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.19 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 33, TOWNSHIP 4 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY RESIDENTIAL-1 ZONING DISTRICT TO THE COMMERCIAL LOW-INTENSITY DISTRICT (C-1) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Section 166.041, Florida Statutes and Chapter 102, City Code.

SECTION 2 – PROPERTY REZONED. The following described 2.19 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 2.19 acres, more or less, being formerly zoned Okaloosa County Residential-1 with the Commercial (C) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1904, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

PIN # 33-4N-23-0000-0059-0000

Commencing at the Northwest corner of Southwest Quarter of Southwest Quarter of Section 33, Township 4 North, Range 23 West, and run South along Section line 320.0 feet to a concrete monument, thence East 205.0 feet to a concrete monument, thence North 0.52 feet to P.C. of a curve (with a radius of 85.0 feet) thence Northeasterly along the chord of said curve to the right a distance of 131.52 feet to P.T. of a curve, thence East 41.70 feet to a concrete monument, thence North 223.16 feet to a concrete monument, thence Northwesterly 328.15 feet to Point of Beginning, all lying in the Southwest Quarter of Southwest Quarter of Section 33, Township 4 North, Range 23 West, Okaloosa County, Florida, containing 2.19 acres.

Subject to Restrictions and Easements of record.

SECTION 3 – MAP UPDATE. The Crestview Zoning Map, current edition, is hereby amended to reflect the above changes concurrent with passage of this ordinance, which is attached hereto.

SECTION 4 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5 – SCRIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager's designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 6 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1904 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 14th day of November, 2022.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 14th day of November, 2022.

J. B. Whitten
Mayor

Adopted Zoning



Legend

Subject Parcel

City Limits

City Zoning

Single Family Estate Dwelling District (R-1E)

Single Family Low Density District (R-1)

Single Family Medium Density District (R-2)

Single and Multi-Family Dwelling District (R-3)

Mixed Use (MU)

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Commercial (C-2)

Industrial (I)

Public Lands (P)

Conservation (E)

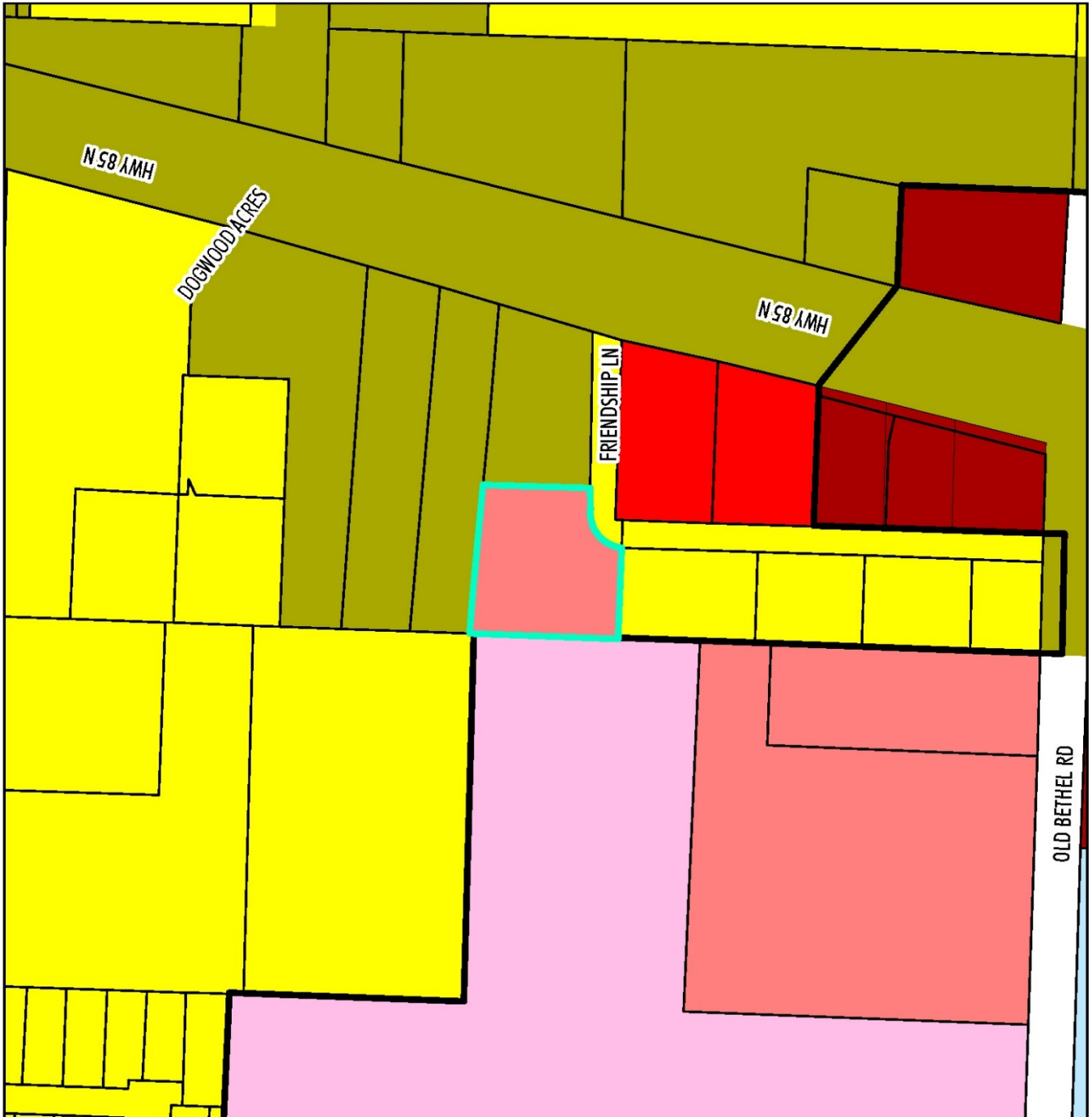
County Zoning

Residential - 1 (R-1)

Mixed Use (MU)

General Commercial (C-3)

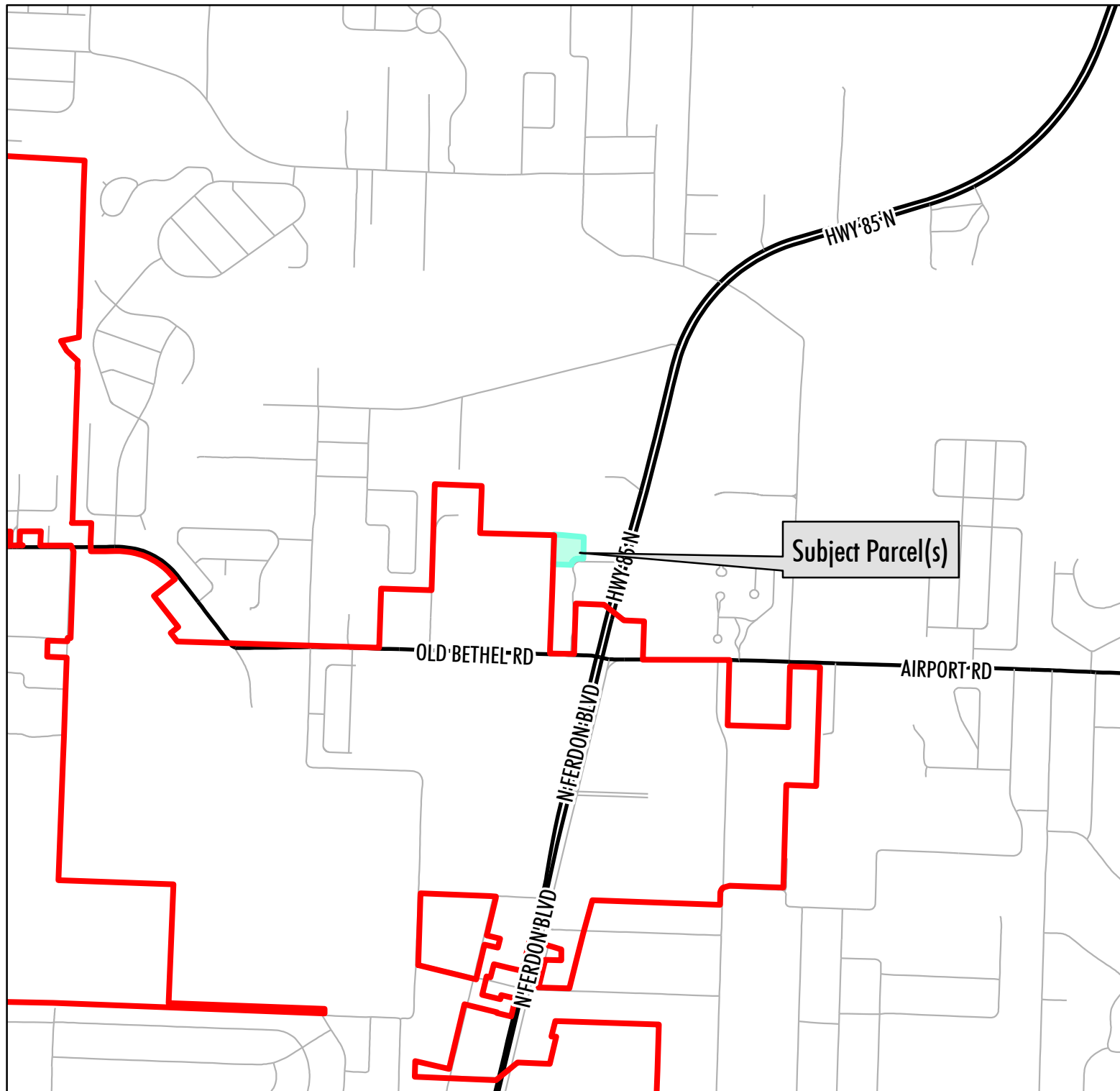
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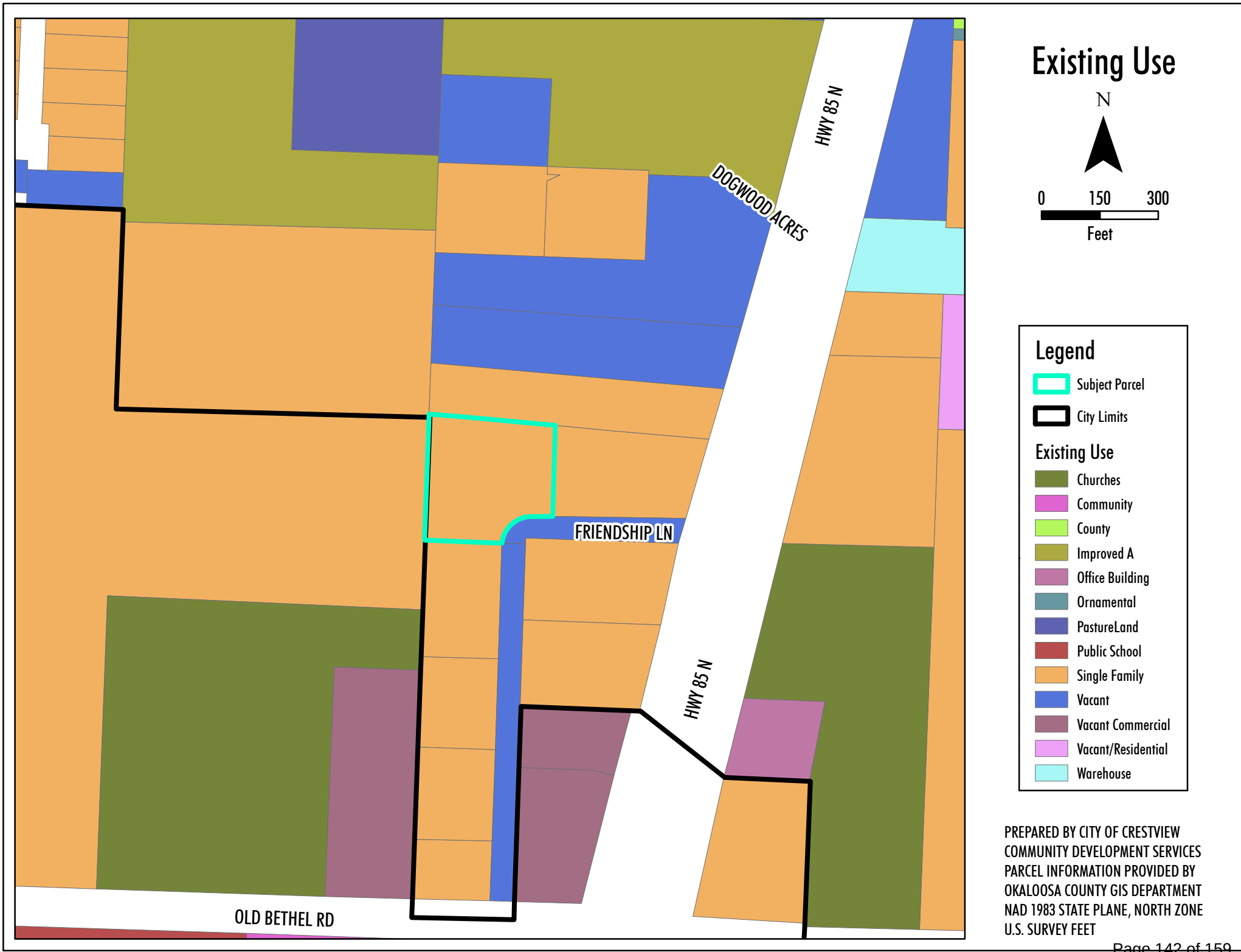
Vicinity Map



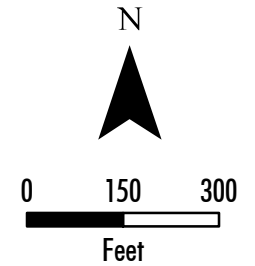
Not to Scale



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COMMUNITY DEVELOPMENT SERVICES
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Current Future Land Use



Legend

Subject Parcel

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City Future Land Use

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Conservation (CON)

Public Lands (PL)

Residential (R)

County Future Land Use

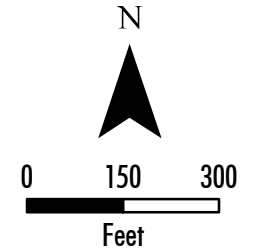
Commercial (C)

Low Density Residential (LDR)

Mixed Use (MU)

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Current Zoning



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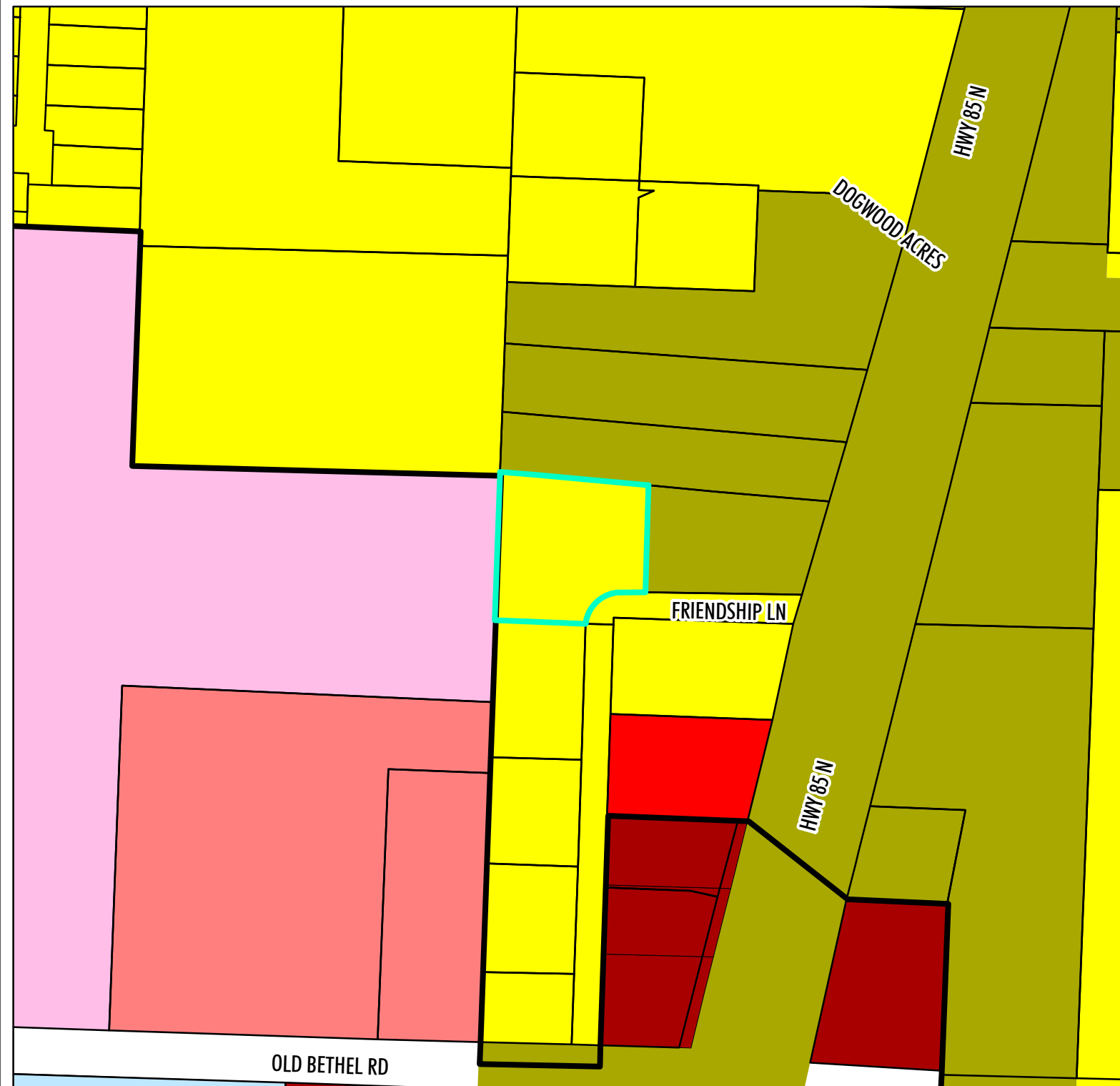
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Proposed Future Land Use



0 150 300
Feet

Legend

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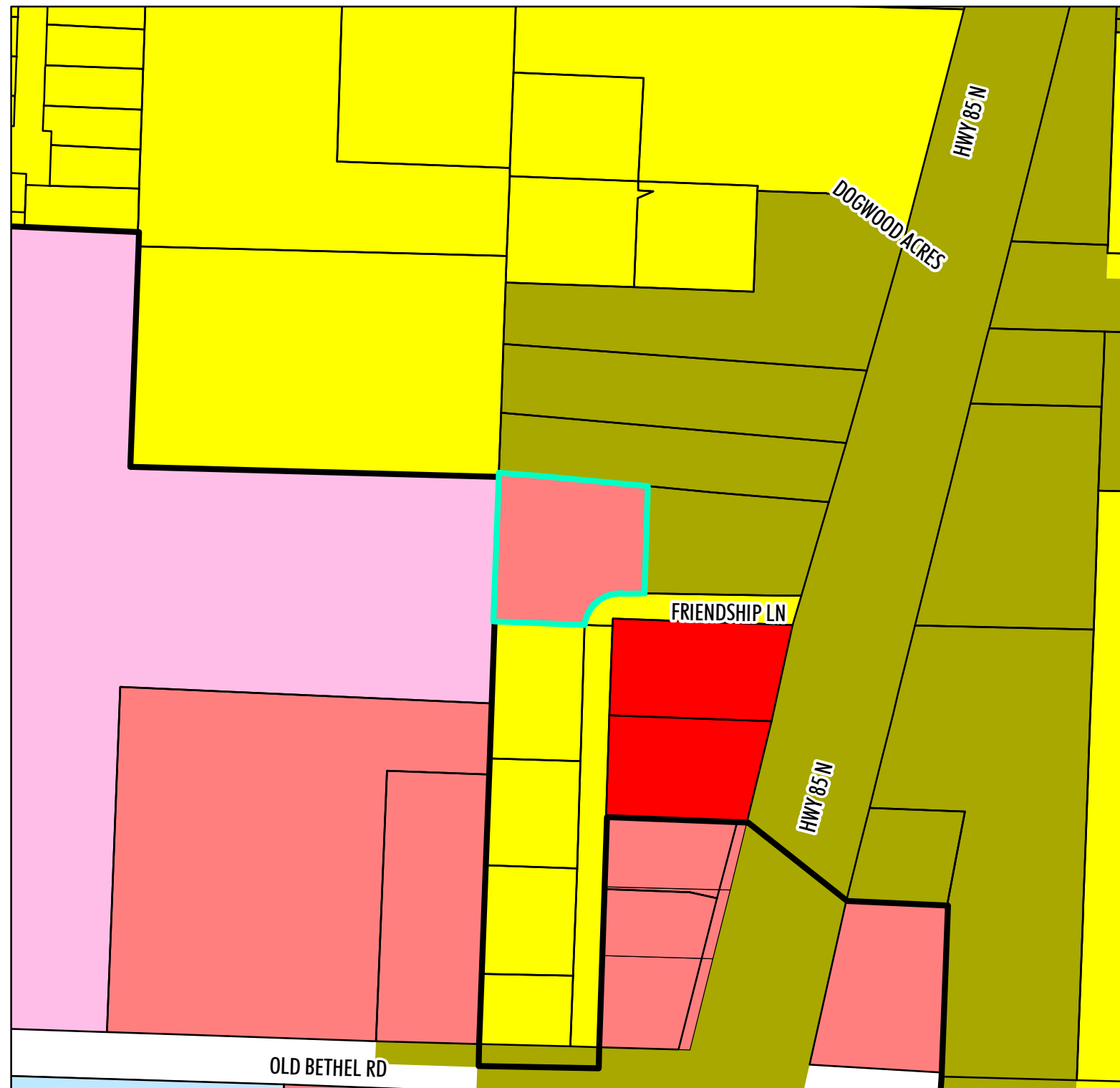
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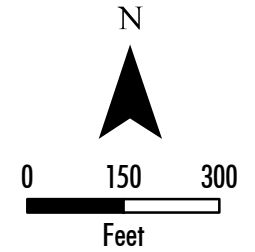
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U.S. SURVEY FEET



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader, City Clerk
DATE: 10/14/2022
SUBJECT: Citizen of the Year nominations are due by November 1, 2022.

BACKGROUND:

Each year the City Council selects a Citizen of the Year in November.

DISCUSSION:

Reminder that nominations for the City of the Year are due by November 1st. The link to the nomination page is our website.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Budgeted item.

RECOMMENDED ACTION

No action needed.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: October 24, 2022

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 10/20/2022
SUBJECT: Financial Update - Finance Director

BACKGROUND:

This is a presentation of the monthly financial statements as required by the City Charter.

DISCUSSION:

Attached are the Unaudited Schedules of Revenues & Expenditures for the month and year to date ending August 31, 2022. During our review of the Schedule of Revenues & Expenditures, certain variations were noted for which explanations have been provided with the corresponding fund financial statement.

Please note that most funds include a budget amount in a revenue account titled "Other Sources". This includes cash carryforward (fund balance) from the previous year. Therefore, the percent of budget will typically reflect a low percentage.

Follow this link by clicking on the icon with the arrow for the August check registers;

<https://portal.laserfiche.com/Portal/Browse.aspx?id=162893&repo=r-36a219e0>

A link to the Final Fiscal Year Ended 2023 Budget Book will be available before the start of the Council Meeting on Monday night.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The attached provides unaudited revenue and expenditure information for August 31, 2022.

RECOMMENDED ACTION

No action is required for this item.

Attachments

1. Monthly Financial Report Month Ended August 2022



CITY OF CRESTVIEW, FLORIDA
MONTHLY FINANCIAL REPORT
August 31, 2022



CITY OF CRESTVIEW
Monthly Financial Report
Table of Contents
August 31, 2022

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Capital Improvements Fund.....	6
Utility Fund	7
Sanitation Fund	8
Stormwater Fund.....	9

GENERAL FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
August 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Taxes	\$ 13,444,486	\$ 13,444,486	\$ 458,554	\$ 13,505,441	100.45%
Permits, Fees, Special Assessments	1,545,500	1,545,500	229,461	1,942,661	125.70%
Intergovernmental Revenue	7,477,532	7,477,532	1,405,493	7,964,527	106.51%
Charges for Services	240,500	247,500	9,776	330,112	133.38%
Judgments, Fines & Forfeites	310,000	310,000	22,167	279,671	90.22%
Miscellaneous Revenues	251,300	251,300	21,719	420,377	167.28%
Other Sources *	4,039,890	4,230,085	-	2,575,100	60.88%
Total Revenues	\$ 27,309,208	\$ 27,506,403	\$ 2,147,170	\$ 27,017,889	98.22%
Expenditures					
Mayor	\$ 107,309	\$ 103,510	\$ 6,899	\$ 93,475	90.31%
City Clerk	164,753	179,103	12,138	177,821	99.28%
General & Administrative	2,933,746	2,830,628	84,969	1,950,578	68.91%
Administration:					
City Manager	296,045	296,045	26,140	274,873	92.85%
Human Resources	336,085	336,085	25,778	284,213	84.57%
Information Technology	698,722	700,487	57,459	580,825	82.92%
Public Information Officer	141,826	141,061	10,773	134,933	95.66%
Finance	592,547	596,547	45,401	490,000	82.14%
Public Works Administration**	339,868	371,244	33,472	244,107	65.75%
Maintenance	311,842	317,346	23,133	283,982	89.49%
Police	6,012,840	6,192,067	407,300	4,921,459	79.48%
Fire	4,820,689	4,853,791	446,141	4,765,849	98.19%
Fire Department - Dispatch	1,096,433	1,097,833	73,728	932,743	84.96%
Recreation & Enrichment Services:					
Administration	203,537	203,537	19,451	185,051	90.92%
Athletics & Recreation***	788,869	839,569	63,213	2,278,660	271.41%
Library	803,352	807,390	60,367	697,670	86.41%
Special Events & Programs	137,825	142,651	8,865	123,965	86.90%
Cultural Services	71,567	70,567	7,967	61,068	86.54%
1/2 Cent Sales Tax****	2,921,908	2,742,173	-	228,729	8.34%
Streets*****	2,326,968	2,290,088	124,035	1,610,601	70.33%
Animal Services*****	-	167,995	25,409	201,648	120.03%
Code Enforcement	137,744	137,744	10,054	107,264	77.87%
Planning & Zoning	828,692	832,192	41,374	524,428	63.02%
Building & Facility Maintenance	1,236,041	1,256,750	100,223	968,500	77.06%
Total Expenditures	\$ 27,309,208	\$ 27,506,403	\$ 1,714,289	\$ 22,122,442	80.43%

Note: This report reflects the revenues collected and expended in the month of August and year ending August 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**Budgeted cost allocations, interfund transfers and cash carryforward will be adjusted as deemed appropriate at fiscal year-end.*

***Personnel costs are lower than anticipated, engineering services have not yet been received.*

****Includes expenditures for the Blackwater Project, specifically, the Mammoth Sports Complex final invoice.*

*****Primarily debt service and operating transfers to be made at fiscal year-end.*

******Street resurfacing underway.*

******Animal Services improvements to the facility were higher than anticipated as a result of the economic climate, cash carryforward will be utilized to offset the deficits.*

SPECIAL REVENUE FUND
BUILDING AND PERMITTING
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
August 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Building Permits	\$ 579,430	\$ 579,430	\$ 158,290	\$ 760,819	131.30%
Other Sources*	163,898	163,898	-	-	0.00%
Total Revenues	\$ 743,328	\$ 743,328	\$ 158,290	\$ 760,819	102.35%
Expenditures					
Personnel Cost**	\$ 453,734	\$ 453,734	\$ 28,819	\$ 287,912	63.45%
Operating Expenses***	289,594	289,594	13,848	95,427	32.95%
Total Expenditures	\$ 743,328	\$ 743,328	\$ 42,667	\$ 383,339	51.57%

Note: This report reflects the revenues collected and expended in the month of August and year ending August 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

Note: The Special Revenue Funds: Escrow and Law Enforcement Trust not listed due to little or no activity.

** Budgeted cash carryforward will be adjusted as deemed appropriate at fiscal year-end.*

***Personnel costs are down due to staffing turnover.*

****Improvements project has not yet commenced.*

SPECIAL REVENUE FUND
COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
August 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Intergovernmental Revenue*	\$ 339,555	\$ 335,386	\$ -	\$ 85,186	25.40%
Miscellaneous	3,000	3,000	-	1,592	53.08%
Other Sources**	994,072	1,071,583	-	162,395	15.15%
Total Revenues	\$ 1,336,627	\$ 1,409,969	\$ -	\$ 249,173	17.67%

Expenditures					
Contractual Services***	\$ 476,000	\$ 476,000	\$ 33,290	\$ 371,560	78.06%
Operating Supplies	9,650	12,950	525	7,504	57.94%
Advertising	19,500	16,900	-	1,996	11.81%
Dues & Subscriptions	1,500	1,900	-	1,517	79.84%
Rewards & Recognition	-	100	-	-	0.00%
Training	1,000	1,000	820	820	82.00%
Improvements	507,977	581,319	11,877	394,598	67.88%
Interfund Transfer	19,000	19,000	-	100	0.53%
Equipment	2,000	800	-	127	15.93%
Awning Improvement Grant****	300,000	300,000	-	36,019	12.01%
Total Expenditures	\$ 1,336,627	\$ 1,409,969	\$ 46,512	\$ 814,241	57.75%

Note: This report reflects the revenues collected and expended in the month of August and year ending August 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**Bush House completed, request for reimbursement grant in progress.*

*** Budgeted cash carryforward will be adjusted as deemed appropriate at fiscal year-end.*

****Contractual services expenditures are fully encumbered, yet partially disbursed.*

*****Awning improvement grant applications in progress.*

CAPITAL IMPROVEMENTS FUND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
August 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Other Financial Assistance*	\$ 2,223,384	\$ 2,223,384	\$ -	\$ -	0.00%
Other Sources**	9,443,705	9,443,705	-	-	0.00%
Total Revenues	\$ 11,667,089	\$ 11,667,089	\$ -	\$ -	0.00%
Expenditures					
General & Administrative	\$ 150,809	\$ 150,809	\$ 3,540	\$ 58,318	38.67%
Public Safety***	1,307,996	1,307,996	118	12,834	0.98%
Physical Environment****	8,812,884	8,812,884	6,951	868,053	9.85%
Transportation****	1,395,400	1,395,400	-	15,783	1.13%
Total Expenditures	\$ 11,667,089	\$ 11,667,089	\$ 10,609	\$ 954,988	8.19%

Note: This report reflects the revenues collected and expended in the month of August and year ending August 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**ARPA (American Rescue Plan Act) collections will be near the fiscal year end.*

***Budgeted interfund transfers will be adjusted as deemed appropriate at fiscal year-end. Debt proceeds are estimated to be disbursed in the next fiscal year.*

****Fire training tower project is underway expenditures not yet encumbered.*

***** Capital improvement projects to commence in near future.*

UTILITY FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
August 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Impact Fees*	\$ 430,000	\$ 430,000	\$ 6,000	\$ 794,500	184.77%
Other Financial Assistance**	1,408,271	1,408,271	1,936,085	1,936,085	137.48%
Charges for Services	8,173,687	8,173,687	652,188	7,740,277	94.70%
Miscellaneous Revenue	20,000	20,000	1,137	16,587	82.94%
Other Sources	777,961	777,961	-	44,513	5.72%
Total Revenues	\$ 10,809,919	\$ 10,809,919	\$ 2,595,410	\$ 10,531,962	97.43%
Expenditures					
General & Administrative***	\$ 5,217,175	\$ 4,406,730	\$ 93,654	\$ 1,518,328	34.45%
Public Works Administration	747,080	717,980	59,210	606,662	84.50%
Finance - Utility Office	468,829	472,272	38,339	424,025	89.78%
Water****	1,840,149	2,251,813	390,572	3,031,936	134.64%
Sewer	1,322,187	1,408,187	142,215	1,274,924	90.54%
Wastewater*****	1,214,499	1,552,937	281,729	2,140,668	137.85%
Total Expenditures	\$ 10,809,919	\$ 10,809,919	\$ 1,005,719	\$ 8,996,543	83.22%

Note: This report reflects the revenues collected and expended in the month of August and year ending August 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**Majority of fees collected are attributed to the residential impact fees incurred by the Iron Horse Townhome development.*

***ARPA (American Rescue Plan Act) collections will be near the fiscal year end.*

**** Budgeted cash carryforward will be adjusted as deemed appropriate at fiscal year-end.*

****Largest expenditures in this division are debt service payments which will be disbursed later in the year.*

*****Largest expenditure in this division was for the Antioch elevated water tank in the amount of: \$876,121.*

******Solids Handling expenditures to be reclassified to the Capital Improvements Fund at year end.*

SANITATION FUND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
August 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Garbage Fees	\$ 4,000,000	\$ 4,000,000	\$ 340,645	\$ 3,891,849	97.30%
Penalties	55,000	55,000	6,055	59,325	107.86%
Franchise Fees	208,000	208,000	20,321	218,749	105.17%
Total Revenues	\$ 4,263,000	\$ 4,263,000	\$ 367,021	\$ 4,169,923	97.82%
Expenditures					
Garbage/Solid Waste	\$ 4,263,000	\$ 4,263,000	\$ 341,138	\$ 3,596,262	84.36%
Total Expenditures	\$ 4,263,000	\$ 4,263,000	\$ 341,138	\$ 3,596,262	84.36%

Note: This report reflects the revenues collected and expended in the month of August and year ending August 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

STORMWATER FUND
SCHEDULE OF REVENUES AND EXPENSES
BUDGET AND ACTUAL
August 31, 2022

	Annual Budget	Amended Annual Budget	Current Month Total	Year to Date FY 2022 Total	Percent of Budget
Revenues					
Stormwater Fees	\$ 395,100	\$ 395,100	\$ 33,450	\$ 382,029	96.69%
Other Financial Assistance*	238,162	238,162	-	-	0.00%
Total Revenues	\$ 633,262	\$ 633,262	\$ 33,450	\$ 382,029	60.33%
Expenditures					
Personnel Cost	\$ 291,325	\$ 291,325	\$ 17,105	\$ 200,130	68.70%
Operating Cost	341,937	341,937	100,727	268,345	78.48%
Total Expenditures	\$ 633,262	\$ 633,262	\$ 117,832	\$ 468,475	73.98%

Note: This report reflects the revenues collected and expended in the month of August and year ending August 31, 2022 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

** Budgeted cost cash carryforward will be adjusted as deemed appropriate at fiscal year-end.*