



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

Mayor Pro Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Joe Elliott – Seat 3

Marcos Flores – Seat 4

Julian Green – Seat 5

Jason McHugh – City Manager

Agenda

Regular Meeting

March 13, 2023 9:00 AM

City Hall Commission Chamber

100 N Main Street

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 102, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105A - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they 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 City of Wildwood DOES NOT provide this verbatim record.

1. Call to Order

2. Consent Agenda/Informational Items

(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda at the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

A. *EXPENDITURE REPORT*

B. *MINUTES FOR APPROVAL: FEBRUARY 13, 2023 REGULAR COMMISSION MEETING*

C. SP 2104-001 DR. HEYDARI MEDICAL OFFICE

D. SP 2203-011 SUNSTOP #351 - WILDWOOD

E. SP 2204-006 SELF STORAGE WILDWOOD

F. BUDGETED FINANCIAL ITEMS

1. GENERATOR PURCHASE FOR LIFT STATIONS 3, 4, 10, 25, AND 26 FOR THE AMOUNT OF \$345,086.00

3. Presentations and/or Proclamations

4. Public Hearings - Timed

- A. **ORDINANCE NO. O2023-6** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.33 ACRES LOCATED WEST ALONG N US 301, APPROXIMATELY 0.62 MILES SOUTH OF CR 222 AND APPROXIMATELY 0.36 MILES NORTH OF C 462 E, IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN 2212-001 Stick and Stone Project

Parcel D30-026

Annexation of one (1) parcel contiguous to the City of Wildwood limits and in the Joint Planning Area with Sumter County totaling 0.33 acres MOL.

Staff recommends approval.

5. Public Forum - 4 minute time limit

6. Ordinances First Reading Only (No Vote)

- A. **ORDINANCE NO. O2023-8** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RZ 2302-001 RMC Wildwood Ready Mix Plant

Parcel(s) D32-172

The applicant seeks a favorable recommendation from the City Commission for a Zoning Map Amendment to change the zoning M-1 (City) to M-2 (City) for the parcels listed above on 7.4 acres MOL.

Special Magistrate recommends approval.

- B. **ORDINANCE NO. O2023-10 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 3.68 ACRES LOCATED APPROXIMATELY 0.27 MILES EAST OF N US 301, APPROXIMATELY 0.06 MILES SOUTH OF E C 466, AND SOUTH ALONG CR 106, IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

AN 2301-001 Oxford Oaks Professional Plaza

Parcels D17-036 & D17-069

Annexation of two (2) parcels contiguous to the City of Wildwood limits and in the Joint Planning Area with Sumter County totaling 3.68 acres, MOL.

Staff recommends approval.

- C. **ORDINANCE NO. O2023-14 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; AMENDING CITY OF WILDWOOD ORDINANCE O2021-45 TO GRANT A NON-EXCLUSIVE NON-POTABLE WATER IRRIGATION UTILITY FRANCHISE TO THE WILDWOOD UTILITY DEPENDENT DISTRICT, ITS SUCCESSORS AND ASSIGNS; GRANTING SUCH FRANCHISE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Wildwood Utility Dependent District Franchise Agreement Amendment

Staff Recommends Approval

- D. **ORDINANCE NO. O2023-15 - AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55, ORDINANCE NO. O2020-14, AND ORDINANCE NO. O2022-43; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC,**

SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, BLUE GOOSE UTILITY COMPANY, LLC, BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC, OKEEHUMKEE UTILITY COMPANY, LLC, AND OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC, AND THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING RATES PROVISIONS; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Third Amended and Restated Villages ARD Franchisees Ordinance

Staff Recommends Approval

- E. **ORDINANCE NO. O2023-16** - AN ORDINANCE OF THE CITY OF WILDWOOD , FLORIDA, DECLARING AND IMPLEMENTING A TEMPORARY MORATORIUM UNTIL JANUARY 1, 2024, ON THE ACCEPTANCE, PROCESSING, AND CONSIDERATION OF APPLICATIONS FOR ANY NEW COMPREHENSIVE PLAN AMENDMENTS AND REZONINGS RESULTING IN A REQUEST FOR AN INCREASE OF RESIDENTIAL DENSITY BEYOND EXISTING ZONING ENTITLEMENTS FOR RESIDENTIAL DEVELOPMENT THROUGHOUT ALL OF WILDWOOD; REQUIRING THE CITY TO SEEK ADDITIONAL DATA AND ANALYSIS REGARDING INFRASTRUCTURE AND GROWTH RELATED MATTERS; PROVIDING FOR NON CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Development Moratorium

Staff requests Commission direction.

7. Resolutions for Approval

- A. **RESOLUTION NO. R2023-7** - A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR AUTHORIZATION FOR THE CITY TO SUBMIT A GRANT APPLICATION FOR ASSISTANCE UNDER

THE FLORIDA BOATING IMPROVEMENT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Florida Boating Improvement Program Grant Approval

Staff recommends approval

8. Financial & Contracts & Agreements

- A. *KIMLEY-HORN WORK AUTHORIZATION NO. 44 - BARWICK/ST. CLAIR STORM DRAINAGE POND FOR A NOT-TO-EXCEED AMOUNT OF \$72,000*
- B. *ENGINEERING SERVICES FOR CR 209 ODOR CONTROL SYSTEM REPLACEMENT IN THE AMOUNT OF \$59,000.00*
- C. *MOWING AND LANDSCAPE MAINTENANCE CONTRACT APPROVAL REQUEST*
- D. *HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT AMENDMENT #1*

9. General Items for Consideration/Discussion and Other Business

10. Appointments

11. City Manager Reports

- A. *LOCAL INFRASTRUCTURE PROJECTS UPDATE*
- B. *REQUEST TO SET SPECIAL CALLED MEETING FOR MARCH 20, 2023, AT 9AM*

12. Other Department Reports

- A. *HR DEPARTMENT UPDATE*

13. Commission Members Reports

14. City Attorney Reports

15. Adjournment

Upcoming Events

March 20, 2023 - City Commission Special Meeting at City Hall at 9am

March 27, 2023 - City Commission Meeting at City Hall at 7pm

April 7, 2023 - Adult Flashlight Egg Hunt at Millennium Park from 6pm to 9pm

April 8, 2023 - Easter Eggstravaganza at Millennium Park from 9am to 1pm

April 10, 2023 - City Commission Meeting at City Hall at 9am

March 13, 2023 9:00 AM

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 13 2023

Revenue Account Range: First		to Last	Include Non-Anticipated: No		Year To Date As Of: 03/31/23		
Expend Account Range: First		to Last	Include Non-Budget: No		Current Period: 03/01/23 to 03/31/23		
Print Zero YTD Activity: No					Prior Year As Of: 03/31/23		
Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
001-311-1000	AD VALOREM TAXES	9,513,015.23	12,767,400.00	0.00	12,306,481.45	460,918.55-	96
001-312-4100	LOCAL OPTION GAS TAX	521,726.98	550,510.00	0.00	311,192.10	239,317.90-	57
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	3,000,973.76	2,912,630.00	0.00	1,594,981.64	1,317,648.36-	55
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	914,818.57	800,000.00	0.00	414,709.31	385,290.69-	52
001-313-1010	FRANCHISE TAX- SECO	1,109,792.58	950,000.00	0.00	583,645.95	366,354.05-	61
001-313-4080	LEESBURG ELECTRIC FRANCHISE FEE	56,759.18	35,000.00	0.00	38,551.35	3,551.35	110
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	252,232.71	250,000.00	0.00	115,519.37	134,480.63-	46
001-313-4170	FENNEY WATER CONS AUTHORITY-UTILITY TAX	53,537.52	45,000.00	0.00	19,846.44	25,153.56-	44
001-313-4180	LEESBURG GAS FRANCHISE FEE	50,945.56	45,000.00	0.00	24,096.85	20,903.15-	54
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCHISE	370,207.76	275,000.00	0.00	209,071.57	65,928.43-	76
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE SVCS	191,455.95	190,000.00	14,278.35	76,847.22	113,152.78-	40
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	239,734.08	250,000.00	0.00	123,738.28	126,261.72-	50
001-313-5003	FRANCHISE FEE - SEWWC	228,541.29	245,000.00	0.00	111,725.78	133,274.22-	46
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	800,587.31	690,000.00	0.00	349,008.70	340,991.30-	51
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	1,022,299.81	930,000.00	0.00	449,863.71	480,136.29-	48
001-314-3000	UTILITY TAX-WATER SALES	116,647.62	110,000.00	10,438.90	40,384.05	69,615.95-	37
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	226,690.03	250,000.00	0.00	96,355.82	153,644.18-	39
001-314-3003	CENTRAL SUMTER UTILIITY CO. LLC	112,364.85	125,000.00	0.00	77,007.37	47,992.63-	62
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	14,947.69	15,000.00	0.00	6,794.92	8,205.08-	45
001-314-4030	FERRELLGAS LP	1,603.55	1,000.00	0.00	703.67	296.33-	70
001-314-4040	CIRCLE K STORES	210.93	200.00	0.00	157.15	42.85-	79
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	42,831.63	30,000.00	0.00	25,934.95	4,065.05-	86
001-314-4081	LEESBURG GAS UTILITY TAX	75,244.67	60,000.00	0.00	34,937.26	25,062.74-	58
001-314-4100	INTERCONN RESOURCES LLC	27,549.71	30,000.00	0.00	7,804.00	22,196.00-	26
001-314-4150	CVS	389.42	200.00	0.00	173.39	26.61-	87
001-314-4151	AMERIGAS PROPANE	9,864.39	8,000.00	0.00	3,765.53	4,234.47-	47
001-314-4152	LOWE'S PROPANE TAX	2,426.64	1,500.00	0.00	1,156.13	343.87-	77
001-314-4153	BLOSSMAN COMPANIES PROPANE TAX	0.00	0.00	0.00	140.15	140.15	0
001-314-4160	TECO-PEOPLES GAS	262,582.16	250,000.00	0.00	138,837.19	111,162.81-	56
001-314-4162	GAS SOUTH UTILITY TAX	335.05	300.00	0.00	177.88	122.12-	59
001-314-4190	SOUTH SUMTER UTILITY CO UTILITY TAX	148,810.50	85,000.00	0.00	81,801.33	3,198.67-	96
001-314-4191	PUBLIX UTILITY TAX	932.43	500.00	0.00	538.99	38.99	108
001-314-9010	STATE COMMUNICATIONS TAX	499,413.36	500,000.00	0.00	255,127.24	244,872.76-	51
001-335-1200	STATE REVENUE SHARING	628,683.58	652,660.00	0.00	265,666.63	386,993.37-	41
001-335-1400	MOBILE HOME LICENSES	16,437.90	10,000.00	41.50	10,847.25	847.25	108
001-335-1600	STATE BEVERAGE LICENSES	7,462.21	8,500.00	0.00	7,584.57	915.43-	89

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 13 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
001-335-1800	1/2 CENT SALES TAX	1,478,361.37	1,508,170.00	0.00	786,461.71	721,708.29-	52
001-339-1000	SOUTH SUMTER UTILITY PILOT FEES	5,582.80	0.00	0.00	0.00	0.00	0
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	844,761.41	500,000.00	24,997.50	269,626.91	230,373.09-	54
001-341-2010	TREE MITIGATION PERMITS	25,584.00	0.00	100.00	500.00	500.00	0
001-347-5300	BUILDING RENTAL-WILDWOOD COMMUNITY CENTE	75,282.78	50,000.00	809.26-	38,732.66	11,267.34-	77
001-347-5304	COMMUNITY CENTER STAFF FEES	150.00-	100.00	0.00	0.00	100.00-	0
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CENTER	7,747.58	5,000.00	67.08-	5,651.77	651.77	113
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CENTER	1,693.87	1,500.00	24.18-	812.78	687.22-	54
001-347-5307	OUTDOOR BUILDING RENTALS	46.10	100.00	0.00	36.88	63.12-	37
001-347-5308	OPEN SPACE RENTALS	354.97	100.00	0.00	1,190.30	1,090.30	***
001-350-1000	FINES	27,251.97	20,000.00	25.00	12,771.15	7,228.85-	64
001-351-1002	CODE ENFORCEMENT	1,825.29	1,000.00	50.00	1,139.05	139.05	114
001-351-3000	POLICE-2ND DOLLAR FUND	2,900.28	1,500.00	0.00	980.94	519.06-	65
001-361-0000	INTEREST EARNINGS	85,937.51	5,000.00	0.00	67,714.78	62,714.78	***
001-369-0000	OTHER MISCELLANEOUS REVENUE	6,413.14	10,000.00	0.00	8,091.76	1,908.24-	81
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	17,247.78	17,765.00	0.00	0.00	17,765.00-	0
001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	15,500.08	13,440.00	0.00	0.00	13,440.00-	0
001-369-0050	AUCTION PROCEEDS	9,972.00	10,000.00	0.00	3,111.67	6,888.33-	31
001-369-0052	SPONSORSHIPS	1,265.00	1,000.00	0.00	0.00	1,000.00-	0
001-369-0058	DONATIONS	17,515.70	0.00	0.00	2,165.00	2,165.00	0
001-369-0075	MULTI-PURPOSE FIELD RENTAL	0.00	100.00	0.00	0.00	100.00-	0
001-369-0076	BASEBALL FIELD RENTAL	3,329.84	1,000.00	84.24-	1,908.54	908.54	191
001-369-0078	FIELD PREPARATION FEES	345.00	100.00	0.00	240.00	140.00	240
001-369-0792	PROGRAM REGISTRATION FEES	29,002.57	15,000.00	0.00	18,135.41	3,135.41	121
001-369-0794	CONCESSION / VENDOR FEES	100.00	100.00	0.00	0.00	100.00-	0
001-369-0796	SPECIAL EVENT REGISTRATION FEES	1,330.00	1,500.00	0.00	1,380.00	120.00-	92
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	4,794.00	1,500.00	90.00	1,849.40	349.40	123
001-369-3700	MISCELLANEOUS POLICE DONATIONS	0.00	100.00	0.00	0.00	100.00-	0
001-369-3748	MISC. GRANTS/VESTS	2,325.00	0.00	0.00	0.00	0.00	0
001-369-4000	FUEL TAX REFUND	11,470.88	6,500.00	0.00	3,839.20	2,660.80-	59
001-380-1000	OTHR FINANCING SOURCE-INSURANCE PROCEEDS	67,736.50	0.00	0.00	0.00	0.00	0
001-380-1001	OTHER FINANCING SOURCE-COUNTY REIMBURSE	90,804.00	0.00	0.00	0.00	0.00	0
001-382-1010	TRANSFER FROM INDUSTRIAL PARK	10,000.00	10,000.00	0.00	0.00	10,000.00-	0
001-382-1013	TRANSFER FROM LAW ENFORCEMENT IMP FEES	412,800.00	412,800.00	0.00	0.00	412,800.00-	0
001-389-5000	NON-OPERATIONAL CASH FORWARD-GEN FUND	0.00	5,806,015.00	0.00	0.00	5,806,015.00-	0
001 GENERAL FUND Revenue Total		23,781,188.03	31,472,790.00	49,036.49	19,011,515.10	12,461,274.90-	60

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 13 2023

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-511-00-0000	LEGISLATIVE- CITY COMMISSION:	0.00	0.00	0.00	0.00	0.00	0
001-511-10-1200	SALARIES	42,528.84	48,910.00	4,141.26	24,569.33	24,340.67	50
001-511-10-2100	FICA EXPENSE	3,253.32	3,750.00	316.79	1,879.48	1,870.52	50
001-511-10-2200	RETIREMENT	22,461.75	27,880.00	2,360.51	13,252.63	14,627.37	48
001-511-10-2300	LIFE & HEALTH INSURANCE	285.00	350.00	23.75	326.99	23.01	93
001-511-10-2600	WORKERS COMPENSATION INSURANCE	133.96	150.00	12.02	108.34	41.66	72
001-511-30-3100	PROFESSIONAL SERVICES	2,200.00	6,000.00	0.00	200.00	5,800.00	3
001-511-30-4000	TRAVEL & PER DIEM	6,205.44	7,000.00	0.00	232.70	6,767.30	3
001-511-30-4100	TELEPHONE EXPENSE	1,196.00	2,000.00	0.00	392.43	1,607.57	20
001-511-30-4110	IT LICENSING / EQUIPMENT	4,807.20	8,470.00	0.00	1,925.75	6,544.25	23
001-511-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	0.00	500.00	0
001-511-30-4900	MISC. EXPENSE & OTHER CURRENT	66.37	2,500.00	0.00	2,668.60	168.60-	107
001-511-30-5100	OFFICE SUPPLIES	39.00	150.00	0.00	0.00	150.00	0
001-511-30-5200	OPERATING SUPPLIES	98.66	400.00	0.00	11.50	388.50	3
001-511-30-5400	SUBSCRIPTIONS/DUES	2,680.00	5,300.00	0.00	4,107.00	1,193.00	77
001-511-30-5500	TRAINING	1,650.00	2,650.00	0.00	0.00	2,650.00	0
001-511-60-6300	CAPITAL IMPROVEMENT-OTHER	5,698.00	0.00	0.00	0.00	0.00	0
511 LEGISLATIVE- CITY COMMISSION:		93,303.54	116,010.00	6,854.33	49,674.75	66,335.25	43
001-512-00-0000	EXECUTIVE- CITY MANAGER:	0.00	0.00	0.00	0.00	0.00	0
001-512-10-1200	SALARIES	283,686.15	448,710.00	14,006.51	164,654.17	284,055.83	37
001-512-10-1300	OVERTIME	69.81	0.00	0.00	0.00	0.00	0
001-512-10-1500	SICK LEAVE	6,172.52	0.00	1,776.92	2,214.33	2,214.33-	0
001-512-10-1600	VACATION PAY	12,418.17	0.00	1,482.31	12,084.51	12,084.51-	0
001-512-10-1800	HOLIDAY PAY	12,853.78	0.00	0.00	11,165.36	11,165.36-	0
001-512-10-2100	FICA EXPENSE	24,024.10	34,330.00	1,313.18	13,962.76	20,367.24	41
001-512-10-2200	RETIREMENT	84,211.65	110,900.00	4,254.63	47,256.15	63,643.85	43
001-512-10-2210	BENEFIT ADMIN FEES	58.50	0.00	0.00	67.50	67.50-	0
001-512-10-2300	LIFE & HEALTH INSURANCE	24,071.20	46,800.00	1,750.50	20,374.25	26,425.75	44
001-512-10-2600	WORKERS COMPENSATION INSURANCE	446.58	500.00	40.07	361.17	138.83	72
001-512-30-3100	PROFESSIONAL SERVICES	53,952.16	125,000.00	0.00	21,227.90	103,772.10	17
001-512-30-3450	CLOTHING AND UNIFORMS	0.00	500.00	0.00	0.00	500.00	0
001-512-30-4000	TRAVEL & PER DIEM	7,309.05	10,600.00	500.00	3,088.50	7,511.50	29
001-512-30-4100	TELEPHONE EXPENSE	2,788.94	4,500.00	0.00	1,543.57	2,956.43	34
001-512-30-4110	IT LICENSING / EQUIPMENT	2,890.83	11,840.00	0.00	10,375.91	1,464.09	88
001-512-30-4150	ADVERTISING/RECORDING EXPENSE	0.00	4,000.00	0.00	741.48	3,258.52	19

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001-512-30-4200	POSTAGE/TRANSPORTATION FEES	7.29	500.00	0.00	22.70	477.30	5
001-512-30-4600	REPAIR & MAINTENANCE	946.22	5,800.00	0.00	471.00	5,329.00	8
001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	501.71	1,000.00	0.00	180.84	819.16	18
001-512-30-5100	OFFICE SUPPLIES	338.18	2,000.00	0.00	683.40	1,316.60	34
001-512-30-5200	OPERATING SUPPLIES	593.17	7,250.00	0.00	3,883.83	3,366.17	54
001-512-30-5400	SUBSCRIPTIONS/DUES	3,846.24	5,650.00	0.00	929.80	4,720.20	16
001-512-30-5500	TRAINING	2,137.51	9,000.00	0.00	1,161.00	7,839.00	13
001-512-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	5,200.00	0.00	4,633.40	566.60	89
512 EXECUTIVE- CITY MANAGER:		523,323.76	834,080.00	25,124.12	321,083.53	512,996.47	38
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-513-10-1200	SALARIES	221,653.11	283,920.00	9,060.02	85,917.24	198,002.76	30
001-513-10-1300	OVERTIME	24.88	500.00	0.00	0.00	500.00	0
001-513-10-1500	SICK LEAVE	6,549.71	0.00	68.56	2,857.62	2,857.62-	0
001-513-10-1600	VACATION PAY	16,092.88	0.00	15.62	4,201.54	4,201.54-	0
001-513-10-1800	HOLIDAY PAY	10,401.00	0.00	0.00	5,320.57	5,320.57-	0
001-513-10-2100	FICA EXPENSE	19,486.82	21,760.00	699.52	7,519.64	14,240.36	35
001-513-10-2200	RETIREMENT	32,712.84	37,280.00	1,256.23	13,516.11	23,763.89	36
001-513-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	0.00	0.00	0
001-513-10-2300	LIFE & HEALTH INSURANCE	35,524.88	46,800.00	1,431.00	15,836.00	30,964.00	34
001-513-10-2500	UNEMPLOYMENT COMPENSATION	0.00	500.00	0.00	0.00	500.00	0
001-513-10-2600	WORKERS COMPENSATION INSURANCE	893.14	1,000.00	80.14	722.33	277.67	72
001-513-30-3100	PROFESSIONAL SERVICES	13,361.60	17,750.00	0.00	0.00	17,750.00	0
001-513-30-3200	ACCOUNTING/AUDITING FEE	18,500.00	19,250.00	0.00	0.00	19,250.00	0
001-513-30-3400	OTHER CONTRACTUAL SERVICES	2,720.05	14,800.00	0.00	4,516.66	10,283.34	31
001-513-30-4000	TRAVEL & PER DIEM	0.00	2,000.00	0.00	55.56	1,944.44	3
001-513-30-4100	TELEPHONE EXPENSE	3,480.22	6,300.00	0.00	1,859.10	4,440.90	30
001-513-30-4110	IT LICENSING / EQUIPMENT	32,428.68	37,540.00	257.25	23,430.41	14,109.59	62
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	2,857.35	1,580.00	0.00	123.74	1,456.26	8
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	5,000.62	3,150.00	0.00	1,624.10	1,525.90	52
001-513-30-4300	UTILITIES EXPENSE	18,321.51	27,300.00	0.00	6,704.46	20,595.54	25
001-513-30-4400	RENTAL & LEASING	2,995.45	3,900.00	0.00	1,385.06	2,514.94	36
001-513-30-4500	GENERAL INSURANCE	149,199.14	170,000.00	0.00	184,869.50	14,869.50-	109
001-513-30-4600	REPAIR & MAINTENANCE	12,369.37	22,470.00	0.00	2,316.15	20,153.85	10
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	5,655.83	6,000.00	340.93	2,490.58	3,509.42	42
001-513-30-4910	ELECTION EXPENSES	0.00	500.00	0.00	0.00	500.00	0

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001-513-30-5100	OFFICE SUPPLIES	4,216.10	3,600.00	323.00	2,306.20	1,293.80	64
001-513-30-5200	OPERATING SUPPLIES	7,147.80	7,050.00	0.00	1,751.78	5,298.22	25
001-513-30-5400	SUBSCRIPTIONS/DUES	432.50	1,180.00	0.00	150.00	1,030.00	13
001-513-30-5500	TRAINING	1,818.00	3,360.00	0.00	399.00	2,961.00	12
001-513-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	7,560.00	0.00	0.00	7,560.00	0
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	109,873.75	112,595.00	55,952.53	55,952.53	56,642.47	50
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	24,553.79	21,835.00	11,261.25	11,261.25	10,573.75	52
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	223,552.49	229,425.00	0.00	113,969.00	115,456.00	50
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	68,058.21	62,185.00	0.00	31,836.35	30,348.65	51
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRINCP	327,167.69	333,315.00	0.00	165,881.67	167,433.33	50
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTRST	95,401.31	89,270.00	0.00	45,385.60	43,884.40	51
513 CLERK/FINANCE DEPARTMENT:		1,472,504.72	1,595,675.00	80,746.05	794,159.75	801,515.25	50
001-516-00-0000	DEVELOPMENT SERVICES:	0.00	0.00	0.00	0.00	0.00	0
001-516-10-1200	SALARIES	477,983.17	707,050.00	20,392.58	198,779.92	508,270.08	28
001-516-10-1300	OVERTIME	1,684.41	1,000.00	0.00	175.50	824.50	18
001-516-10-1500	SICK LEAVE	10,237.69	0.00	891.65	4,075.75	4,075.75-	0
001-516-10-1600	VACATION PAY	29,637.20	0.00	157.14	7,766.72	7,766.72-	0
001-516-10-1800	HOLIDAY PAY	19,472.89	0.00	0.00	13,323.87	13,323.87-	0
001-516-10-2100	FICA EXPENSE	41,234.27	54,170.00	1,640.26	17,145.30	37,024.70	32
001-516-10-2200	RETIREMENT	77,619.65	105,520.00	3,044.25	32,080.05	73,439.95	30
001-516-10-2210	BENEFIT ADMIN FEES	211.50	0.00	0.00	40.50	40.50-	0
001-516-10-2300	LIFE & HEALTH INSURANCE	70,554.20	107,640.00	3,320.52	34,470.27	73,169.73	32
001-516-10-2600	WORKERS COMPENSATION INSURANCE	1,339.72	1,500.00	120.21	1,083.50	416.50	72
001-516-30-3100	PROFESSIONAL SERVICES	502,781.20	525,000.00	0.00	161,061.86	363,938.14	31
001-516-30-3400	OTHER CONTRACTUAL SERVICES	1,361.24	14,500.00	0.00	361.75	14,138.25	2
001-516-30-3450	CLOTHING AND UNIFORMS	981.46	2,000.00	0.00	0.00	2,000.00	0
001-516-30-4000	TRAVEL & PER DIEM	4,014.91	24,650.00	0.00	711.10	23,938.90	3
001-516-30-4100	TELEPHONE EXPENSE	9,092.98	8,000.00	98.70	2,574.04	5,425.96	32
001-516-30-4110	IT LICENSING / EQUIPMENT	15,689.09	55,100.00	0.00	23,345.59	31,754.41	42
001-516-30-4150	ADVERTISING/RECORDING EXPENSE	33,762.20	25,000.00	2,097.00	10,282.64	14,717.36	41
001-516-30-4200	POSTAGE/TRANSPORTATION FEES	1,849.68	8,000.00	0.00	381.13	7,618.87	5
001-516-30-4600	REPAIR & MAINTENANCE	3,417.08	6,000.00	140.97	693.99	5,306.01	12
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	273.06	10,000.00	0.00	880.01	9,119.99	9
001-516-30-4950	CODE ENFORCEMENT	2,738.41	51,500.00	0.00	2,257.45	49,242.55	4
001-516-30-5100	OFFICE SUPPLIES	2,250.71	10,000.00	120.67	1,058.05	8,941.95	11

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001-516-30-5200	OPERATING SUPPLIES	15,236.35	10,000.00	0.00	1,703.90	8,296.10	17
001-516-30-5250	FUEL EXPENSE	1,957.56	2,500.00	118.51	655.04	1,844.96	26
001-516-30-5400	SUBSCRIPTIONS/DUES	2,383.95	3,980.00	0.00	535.17	3,444.83	13
001-516-30-5500	TRAINING	7,497.85	19,460.00	0.00	2,390.19	17,069.81	12
001-516-30-5550	LICENSING	10,961.10	0.00	0.00	0.00	0.00	0
001-516-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	18,000.00	0.00	11,128.33	6,871.67	62
001-516-60-6330	JPA COMP PLAN AMENDMENTS	15,033.63	0.00	0.00	0.00	0.00	0
001-516-60-6400	CAPITAL IMPROV.-MACHINERY/EQUIPMENT	39,090.00	0.00	0.00	0.00	0.00	0
516 DEVELOPMENT SERVICES:		1,400,347.16	1,770,570.00	32,142.46	528,961.62	1,241,608.38	30
001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0
001-518-10-1200	SALARIES	112,674.55	190,330.00	5,110.70	53,506.95	136,823.05	28
001-518-10-1300	OVERTIME	41.47	0.00	0.00	0.00	0.00	0
001-518-10-1500	SICK LEAVE	6,520.75	0.00	0.00	984.80	984.80-	0
001-518-10-1600	VACATION PAY	6,969.13	0.00	0.00	4,203.52	4,203.52-	0
001-518-10-1800	HOLIDAY PAY	5,224.00	0.00	0.00	2,019.04	2,019.04-	0
001-518-10-2100	FICA EXPENSE	10,054.87	14,570.00	390.97	4,644.69	9,925.31	32
001-518-10-2200	RETIREMENT	14,627.63	22,670.00	608.68	7,231.05	15,438.95	32
001-518-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	22.50	22.50-	0
001-518-10-2300	LIFE & HEALTH INSURANCE	15,172.20	28,080.00	662.57	9,183.63	18,896.37	33
001-518-10-2600	WORKERS COMPENSATION INSURANCE	178.65	200.00	16.03	144.45	55.55	72
001-518-30-3100	PROFESSIONAL SERVICES	375.00	145,320.00	0.00	0.00	145,320.00	0
001-518-30-3400	OTHER CONTRACTUAL SERVICES	988.66	15,160.00	0.00	1,417.32	13,742.68	9
001-518-30-4000	TRAVEL & PER DIEM	0.00	7,500.00	0.00	0.00	7,500.00	0
001-518-30-4100	TELEPHONE EXPENSE	5,873.59	5,000.00	63.88	2,007.39	2,992.61	40
001-518-30-4110	IT LICENSING / EQUIPMENT	8,595.85	21,700.00	0.00	2,372.34	19,327.66	11
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	8.26	250.00	0.00	0.00	250.00	0
001-518-30-4300	UTILITIES EXPENSE	1,758.96	2,300.00	0.00	356.04	1,943.96	15
001-518-30-4400	RENTAL & LEASING	0.00	500.00	0.00	0.00	500.00	0
001-518-30-4600	REPAIR & MAINTENANCE	75.01	4,000.00	0.00	20.02	3,979.98	0
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	8,000.00	0.00	0.00	8,000.00	0
001-518-30-5100	OFFICE SUPPLIES	203.59	900.00	0.00	251.07	648.93	28
001-518-30-5200	OPERATING SUPPLIES	7,769.60	15,000.00	0.00	925.20	14,074.80	6
001-518-30-5400	SUBSCRIPTIONS/DUES	355.00	2,500.00	0.00	200.00	2,300.00	8
001-518-30-5500	TRAINING	1,552.98	8,000.00	0.00	700.00	7,300.00	9
001-518-30-5550	LICENSING	47,110.77	30,000.00	1,415.00	11,869.59	18,130.41	40

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001-518-60-6300	CAPITAL IMPROVEMENT-OTHER	13,771.91	0.00	0.00	0.00	0.00	0
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	17,215.00	16,000.00	0.00	0.00	16,000.00	0
518 INFORMATION TECHNOLOGY DEPARTMENT		277,171.43	537,980.00	8,267.83	102,059.60	435,920.40	19
001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-519-10-1200	SALARIES	106,595.87	130,420.00	5,073.44	49,477.71	80,942.29	38
001-519-10-1300	OVERTIME	298.61	0.00	0.00	0.00	0.00	0
001-519-10-1500	SICK LEAVE	2,327.18	0.00	35.25	790.83	790.83-	0
001-519-10-1600	VACATION PAY	5,570.61	0.00	0.00	2,562.34	2,562.34-	0
001-519-10-1800	HOLIDAY PAY	4,608.81	0.00	0.00	3,275.21	3,275.21-	0
001-519-10-2100	FICA EXPENSE	9,134.78	9,980.00	390.82	4,292.17	5,687.83	43
001-519-10-2200	RETIREMENT	13,266.32	15,540.00	608.45	6,682.27	8,857.73	43
001-519-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	18.00	18.00-	0
001-519-10-2300	LIFE & HEALTH INSURANCE	15,291.36	18,720.00	717.87	7,944.07	10,775.93	42
001-519-10-2600	WORKERS COMPENSATION INSURANCE	98.26	110.00	8.81	79.46	30.54	72
001-519-30-3100	PROFESSIONAL SERVICES	2,216.00	60,000.00	0.00	10,995.00	49,005.00	18
001-519-30-3400	OTHER CONTRACTUAL SERVICES	863.04	6,400.00	0.00	1,497.32	4,902.68	23
001-519-30-4000	TRAVEL & PER DIEM	3,484.89	4,800.00	0.00	0.00	4,800.00	0
001-519-30-4100	TELEPHONE EXPENSE	5,005.64	4,750.00	0.00	1,609.43	3,140.57	34
001-519-30-4110	IT LICENSING / EQUIPMENT	19,496.92	20,530.00	0.00	18,259.01	2,270.99	89
001-519-30-4150	ADVERTISING/RECRUITING	4,730.00	5,700.00	0.00	1,030.25	4,669.75	18
001-519-30-4200	POSTAGE/TRANSPORTATION FEES	176.50	500.00	0.00	86.97	413.03	17
001-519-30-4300	UTILITIES EXPENSE	2,073.75	2,300.00	0.00	584.06	1,715.94	25
001-519-30-4400	RENTAL & LEASING	10.40	60.00	0.00	0.00	60.00	0
001-519-30-4600	REPAIR & MAINTENANCE	2,925.88	3,000.00	0.00	1,263.91	1,736.09	42
001-519-30-4800	EMPLOYEE PROGRAMS	6,724.51	8,000.00	0.00	3,628.20	4,371.80	45
001-519-30-4900	MISC. EXPENSE & OTHER CURRENT	519.40	1,000.00	0.00	242.40	757.60	24
001-519-30-5100	OFFICE SUPPLIES	1,076.85	2,900.00	120.67	511.42	2,388.58	18
001-519-30-5200	OPERATING SUPPLIES	1,034.38	2,800.00	0.00	1,748.36	1,051.64	62
001-519-30-5250	FUEL EXPENSE	533.82	700.00	35.55	204.47	495.53	29
001-519-30-5400	SUBSCRIPTIONS/DUES	1,023.24	1,380.00	0.00	1,113.00	267.00	81
001-519-30-5500	TRAINING	4,574.94	4,850.00	0.00	1,547.61	3,302.39	32
001-519-30-5501	STAFF TRAINING PROGRAMS	1,780.05	5,000.00	0.00	2,746.90	2,253.10	55
519 HUMAN RESOURCE DEPARTMENT:		215,496.01	309,440.00	6,990.86	122,190.37	187,249.63	39

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001-521-00-0000	POLICE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-521-10-1200	SALARIES	2,027,045.38	3,539,580.00	90,314.84	954,997.40	2,584,582.60	27
001-521-10-1220	UNIFORM ALLOWANCE	13,980.00	14,820.00	0.00	5,630.00	9,190.00	38
001-521-10-1250	ON CALL	7,050.00	10,400.00	225.00	2,700.00	7,700.00	26
001-521-10-1260	SHIFT DIFFERENTIAL	14,061.06	20,080.00	436.32	5,341.32	14,738.68	27
001-521-10-1300	OVERTIME	117,487.00	157,000.00	8,151.33	47,050.71	109,949.29	30
001-521-10-1500	SICK LEAVE	72,320.99	0.00	1,120.70	24,502.54	24,502.54-	0
001-521-10-1600	VACATION PAY	101,695.36	0.00	3,538.58	49,444.98	49,444.98-	0
001-521-10-1700	INCENTIVE PAY	20,290.00	56,000.00	0.00	8,630.00	47,370.00	15
001-521-10-1800	HOLIDAY PAY	83,822.11	0.00	410.38	59,334.29	59,334.29-	0
001-521-10-1820	HOLIDAY PREMIUM	73,753.36	82,000.00	0.00	51,088.78	30,911.22	62
001-521-10-2100	FICA EXPENSE	194,120.65	295,680.00	7,971.11	92,383.71	203,296.29	31
001-521-10-2200	RETIREMENT	629,058.51	1,103,850.00	27,722.70	316,992.77	786,857.23	29
001-521-10-2210	BENEFIT ADMIN FEES	243.00	0.00	0.00	175.50	175.50-	0
001-521-10-2300	LIFE & HEALTH INSURANCE	317,222.69	547,560.00	14,562.89	156,741.31	390,818.69	29
001-521-10-2500	UNEMPLOYMENT COMP. REIMBURSEMENT	2,817.24	0.00	0.00	4,608.24	4,608.24-	0
001-521-10-2600	WORKERS COMPENSATION INSURANCE	58,053.22	65,000.00	5,208.96	46,950.80	18,049.20	72
001-521-30-3100	PROFESSIONAL SERVICES	10,888.21	48,000.00	0.00	7,289.99	40,710.01	15
001-521-30-3400	OTHER CONTRACTUAL SERVICES	12,915.35	26,800.00	0.00	9,514.64	17,285.36	36
001-521-30-3450	CLOTHING AND UNIFORMS	10,568.31	12,000.00	0.00	8,329.13	3,670.87	69
001-521-30-3500	INVESTIGATIONS	7,924.44	15,000.00	565.20	3,143.70	11,856.30	21
001-521-30-4000	TRAVEL & PER DIEM	4,507.60	9,000.00	0.00	2,753.02	6,246.98	31
001-521-30-4100	TELEPHONE EXPENSE	63,838.47	80,000.00	22.09-	20,720.08	59,279.92	26
001-521-30-4110	IT LICENSING / EQUIPMENT	231,419.52	191,600.00	1,521.00	165,217.65	26,382.35	86
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	288.24	3,000.00	0.00	67.68	2,932.32	2
001-521-30-4300	UTILITIES EXPENSE	61,711.43	54,000.00	0.00	19,297.58	34,702.42	36
001-521-30-4400	RENTAL & LEASING	2,115.43	10,500.00	0.00	787.77	9,712.23	8
001-521-30-4600	REPAIR & MAINTENANCE	56,916.32	70,000.00	0.00	32,050.04	37,949.96	46
001-521-30-4900	MISC. EXPENSE & OTHER CURRENT	876.65-	4,000.00	0.00	65.64	3,934.36	2
001-521-30-4960	BOOT ALLOWANCE	2,127.90	4,600.00	0.00	767.05	3,832.95	17
001-521-30-5100	OFFICE SUPPLIES	773.09	5,000.00	0.00	254.33	4,745.67	5
001-521-30-5200	OPERATING SUPPLIES	57,147.52	83,000.00	631.20	28,280.92	54,719.08	34
001-521-30-5250	FUEL EXPENSE	161,988.94	195,000.00	11,500.10	57,485.44	137,514.56	29
001-521-30-5400	SUBSCRIPTIONS/DUES	1,343.48	3,000.00	0.00	310.05	2,689.95	10
001-521-30-5500	TRAINING	30,853.06	40,000.00	5,500.00	17,227.78	22,772.22	43
001-521-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	320,000.00	0.00	7,600.00	312,400.00	2
001-521-60-6350	POLICE IMPACT FEE PROJECTS	0.00	0.00	0.00	111,259.76	111,259.76-	0

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001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	185,188.49	222,840.00	0.00	71,321.00	151,519.00	32
001-521-70-7100	2018 POLICE CARS CAP LEASE-PRINCIPAL	57,524.09	0.00	0.00	0.00	0.00	0
001-521-70-7200	2018 POLICE CARS CAP LEASE-INTEREST	4,170.32	0.00	0.00	0.00	0.00	0
	521 POLICE DEPARTMENT:	4,696,354.13	7,289,310.00	179,358.22	2,390,315.60	4,898,994.40	33
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	0.00	0.00	0.00	0.00	0.00	0
001-541-10-1200	SALARIES	823,617.11	1,256,900.00	39,890.26	389,855.07	867,044.93	31
001-541-10-1250	ON CALL	3,900.00	3,900.00	150.00	1,650.00	2,250.00	42
001-541-10-1300	OVERTIME	12,544.80	12,000.00	413.71	4,619.68	7,380.32	38
001-541-10-1500	SICK LEAVE	39,374.25	0.00	725.20	10,365.81	10,365.81-	0
001-541-10-1600	VACATION PAY	45,392.03	0.00	1,222.82	22,415.25	22,415.25-	0
001-541-10-1800	HOLIDAY PAY	35,068.54	0.00	70.23	23,415.99	23,415.99-	0
001-541-10-2100	FICA EXPENSE	73,460.10	97,370.00	3,242.21	34,530.92	62,839.08	35
001-541-10-2200	RETIREMENT	112,253.47	172,760.00	6,167.87	66,413.67	106,346.33	38
001-541-10-2210	BENEFIT ADMIN FEES	27.00	0.00	0.00	0.00	0.00	0
001-541-10-2300	LIFE & HEALTH INSURANCE	137,294.00	234,000.00	6,955.57	70,867.17	163,132.83	30
001-541-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,000.00	0.00	39.50	1,960.50	2
001-541-10-2600	WORKERS COMPENSATION INSURANCE	17,862.46	20,000.00	1,602.75	14,446.40	5,553.60	72
001-541-30-3100	PROFESSIONAL SERVICES	93,620.80	211,580.00	0.00	28,182.72	183,397.28	13
001-541-30-3400	OTHER CONTRACTUAL SERVICES	100,675.83	378,100.00	0.00	72,450.31	305,649.69	19
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	108,099.00	265,000.00	0.00	60,335.41	204,664.59	23
001-541-30-3450	CLOTHING AND UNIFORMS	8,393.87	8,000.00	266.01	3,730.13	4,269.87	47
001-541-30-4000	TRAVEL & PER DIEM	591.73	5,500.00	0.00	208.40	5,291.60	4
001-541-30-4100	TELEPHONE EXPENSE	17,623.27	24,600.00	276.36	7,001.36	17,598.64	28
001-541-30-4110	IT LICENSING / EQUIPMENT	29,537.40	80,400.00	0.00	11,362.15	69,037.85	14
001-541-30-4200	POSTAGE/TRANSPORTATION FEES	49.14	100.00	0.00	42.14	57.86	42
001-541-30-4300	UTILITIES EXPENSE	24,202.35	23,200.00	0.00	5,579.44	17,620.56	24
001-541-30-4350	VILLAGES STREET LIGHTING	446,207.51	470,000.00	1,327.77	166,993.02	303,006.98	36
001-541-30-4400	RENTAL & LEASING	1,685.87	7,575.00	0.00	3,218.41	4,356.59	42
001-541-30-4600	REPAIR & MAINTENANCE	32,147.82	51,200.00	344.45	27,205.49	23,994.51	53
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	11,562.67	25,000.00	0.00	1,089.49	23,910.51	4
001-541-30-4900	MISC. EXPENSE & OTHER CURRENT	18.92	3,000.00	0.00	0.00	3,000.00	0
001-541-30-4940	LANDFILL DISPOSAL FEES	2,446.05	5,000.00	556.80	2,378.93	2,621.07	48
001-541-30-4960	BOOT ALLOWANCE	2,493.28	4,025.00	0.00	1,796.59	2,228.41	45
001-541-30-5100	OFFICE SUPPLIES	2,389.14	3,000.00	0.00	1,367.95	1,632.05	46
001-541-30-5200	OPERATING SUPPLIES	59,736.59	70,000.00	99.46	30,131.88	39,868.12	43

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-541-30-5250	FUEL EXPENSE	38,832.19	45,000.00	2,853.94	12,441.96	32,558.04	28
001-541-30-5400	SUBSCRIPTIONS/DUES	1,349.87	9,225.00	0.00	4,639.98	4,585.02	50
001-541-30-5500	TRAINING	13,759.37	19,080.00	0.00	4,472.80	14,607.20	23
001-541-60-6115	CITY HALL / ANNEX REHAB	60,663.05	50,000.00	0.00	2,104.42	47,895.58	4
001-541-60-6210	PUBLIC WORKS BUILDING	0.00	9,700.00	0.00	6,308.00	3,392.00	65
001-541-60-6400	CAP. IMPROVEMENT-MACHINERY	106,377.50	369,608.00	0.00	135,531.02	234,076.98	37
001-541-60-6681	PRINCIPAL-EQUIPMENT LEASE	46,316.72	28,200.00	0.00	28,171.17	28.83	100
001-541-60-6691	INTEREST-EQUIPMENT LEASE	4,091.49	2,165.00	0.00	2,160.33	4.67	100
541 PUBLIC WORKS/STREET DEPT.		2,513,665.19	3,967,188.00	66,165.41	1,257,522.96	2,709,665.04	32
001-549-00-0000	FLEET MAINTENANCE DEPT:	0.00	0.00	0.00	0.00	0.00	0
001-549-10-1200	SALARIES	165,584.51	245,440.00	9,223.07	87,464.74	157,975.26	36
001-549-10-1210	SPECIAL PAY	0.00	1,500.00	0.00	0.00	1,500.00	0
001-549-10-1500	SICK LEAVE	3,984.32	0.00	507.85	3,302.23	3,302.23-	0
001-549-10-1600	VACATION PAY	12,787.72	0.00	0.00	5,349.13	5,349.13-	0
001-549-10-1800	HOLIDAY PAY	7,001.01	0.00	0.00	5,933.93	5,933.93-	0
001-549-10-2100	FICA EXPENSE	14,485.54	18,900.00	744.42	7,806.86	11,093.14	41
001-549-10-2200	RETIREMENT	21,027.95	29,420.00	1,158.95	12,154.15	17,265.85	41
001-549-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	4.50	4.50-	0
001-549-10-2300	LIFE & HEALTH INSURANCE	30,260.16	46,800.00	1,781.89	17,586.87	29,213.13	38
001-549-10-2600	WORKERS COMPENSATION INSURANCE	6,966.43	7,800.00	625.08	5,634.13	2,165.87	72
001-549-30-3100	PROFESSIONAL SERVICES	0.00	500.00	0.00	25.00	475.00	5
001-549-30-3400	OTHER CONTRACTUAL SERVICES	220.00	2,800.00	247.00	891.64	1,908.36	32
001-549-30-3450	CLOTHING AND UNIFORMS	2,338.53	3,500.00	0.00	851.57	2,648.43	24
001-549-30-4000	TRAVEL & PER DIEM	70.90	100.00	0.00	0.00	100.00	0
001-549-30-4100	TELEPHONE EXPENSE	2,354.52	3,500.00	0.00	1,026.45	2,473.55	29
001-549-30-4110	IT LICENSING / EQUIPMENT	15,463.45	31,500.00	0.00	6,476.35	25,023.65	21
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	100.00	0.00	0.00	100.00	0
001-549-30-4300	UTILITIES EXPENSE	4,388.52	5,000.00	0.00	2,706.48	2,293.52	54
001-549-30-4400	RENTAL & LEASING	1,580.89	2,500.00	0.00	1,258.28	1,241.72	50
001-549-30-4600	REPAIR & MAINTENANCE	2,896.45	5,000.00	0.00	1,773.41	3,226.59	35
001-549-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	100.00	0.00	0.00	100.00	0
001-549-30-4960	BOOT ALLOWANCE	235.37	700.00	0.00	447.34	252.66	64
001-549-30-5100	OFFICE SUPPLIES	645.01	1,500.00	272.51	1,185.32	314.68	79
001-549-30-5200	OPERATING SUPPLIES	26,334.32	35,000.00	186.77	12,636.14	22,363.86	36
001-549-30-5250	FUEL EXPENSE	3,990.54	3,500.00	377.76	1,494.64	2,005.36	43

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001-549-30-5400	SUBSCRIPTIONS/DUES	1,069.99	500.00	0.00	0.00	500.00	0
001-549-30-5500	TRAINING	400.00	2,500.00	0.00	299.00	2,201.00	12
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	23,626.15	85,900.00	0.00	64,787.28	21,112.72	75
	549 FLEET MAINTENANCE DEPT:	347,712.28	534,060.00	15,125.30	241,095.44	292,964.56	45
001-572-00-0000	PARKS & RECREATION:	0.00	0.00	0.00	0.00	0.00	0
001-572-10-1200	SALARIES	438,703.66	675,650.00	19,671.33	201,742.93	473,907.07	30
001-572-10-1250	ON CALL	3,900.00	3,500.00	150.00	1,650.00	1,850.00	47
001-572-10-1300	OVERTIME	11,767.52	2,000.00	305.16	3,963.90	1,963.90-	198
001-572-10-1500	SICK LEAVE	15,073.16	0.00	305.06	5,578.00	5,578.00-	0
001-572-10-1600	VACATION PAY	21,229.69	0.00	497.43	6,644.85	6,644.85-	0
001-572-10-1800	HOLIDAY PAY	16,704.26	0.00	0.00	12,412.33	12,412.33-	0
001-572-10-1820	HOLIDAY PREMIUM	166.00	0.00	0.00	0.00	0.00	0
001-572-10-2100	FICA EXPENSE	38,827.68	52,110.00	1,601.06	18,037.59	34,072.41	35
001-572-10-2200	RETIREMENT	54,034.36	81,130.00	2,492.64	27,630.32	53,499.68	34
001-572-10-2300	LIFE & HEALTH INSURANCE	78,852.42	131,040.00	4,162.71	48,638.95	82,401.05	37
001-572-10-2500	UNEMPLOYMENT COMPENSATION	37.41	0.00	0.00	0.00	0.00	0
001-572-10-2600	WORKERS COMPENSATION INSURANCE	5,358.78	6,000.00	480.83	4,333.94	1,666.06	72
001-572-30-3100	PROFESSIONAL SERVICES	20,650.50	15,750.00	0.00	5,706.46	10,043.54	36
001-572-30-3400	OTHER CONTRACTUAL SERVICES	96,812.20	131,900.00	0.00	52,747.57	79,152.43	40
001-572-30-3450	CLOTHING AND UNIFORMS	3,842.07	7,550.00	0.00	0.00	7,550.00	0
001-572-30-4000	TRAVEL & PER DIEM	1,012.59	3,900.00	0.00	19.28	3,880.72	0
001-572-30-4100	TELEPHONE EXPENSE	19,695.91	18,000.00	255.91	7,681.91	10,318.09	43
001-572-30-4110	IT LICENSING / EQUIPMENT	28,329.62	34,800.00	118.44	13,894.72	20,905.28	40
001-572-30-4150	ADVERTISING AND PROMOTIONS	23,045.57	14,000.00	0.00	19,544.96	5,544.96-	140
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	31.27	200.00	0.00	2.31	197.69	1
001-572-30-4300	UTILITIES EXPENSE	16,082.05	25,100.00	0.00	5,839.38	19,260.62	23
001-572-30-4400	RENTAL & LEASING	4,148.21	6,900.00	0.00	846.76	6,053.24	12
001-572-30-4600	REPAIR & MAINTENANCE	38,063.27	123,620.00	171.25	17,362.87	106,257.13	14
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	2,955.18	38,500.00	0.00	0.00	38,500.00	0
001-572-30-4610	BAKER HOUSE MAINTENANCE	2,506.91	10,000.00	0.00	393.88	9,606.12	4
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	6,702.16	7,070.00	59.26	3,636.28	3,433.72	51
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	7,474.65	10,000.00	0.00	4,244.37	5,755.63	42
001-572-30-4900	MISC. EXPENSE & OTHER CURRENT	777.87	5,000.00	0.00	424.19	4,575.81	8
001-572-30-4910	SPECIAL EVENTS	123,526.80	118,500.00	1,400.00	46,887.82	71,612.18	40
001-572-30-4915	PROGRAMS, ACTIVITIES & LEAGUES	76,459.67	110,100.00	110.00	32,791.88	77,308.12	30

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001-572-30-4920	SUMMER RECREATION PROGRAM	15,547.80	42,500.00	0.00	627.82	41,872.18	1
001-572-30-4960	BOOT ALLOWANCE	1,122.58	1,575.00	0.00	146.93	1,428.07	9
001-572-30-5100	OFFICE SUPPLIES	2,015.73	2,000.00	0.00	1,349.90	650.10	68
001-572-30-5200	OPERATING SUPPLIES	71,356.54	95,600.00	0.00	32,803.57	62,796.43	34
001-572-30-5250	FUEL EXPENSE	25,357.37	30,000.00	1,386.16	8,075.36	21,924.64	27
001-572-30-5280	LANDSCAPING	18,306.97	30,000.00	0.00	8,924.42	21,075.58	30
001-572-30-5400	SUBSCRIPTIONS/DUES	410.10	2,610.00	0.00	0.00	2,610.00	0
001-572-30-5500	TRAINING	4,105.00	10,600.00	0.00	899.00	9,701.00	8
001-572-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	39,100.00	0.00	29,378.00	9,722.00	75
001-572-60-6300	CAPITAL IMPROVEMENT-OTHER	18,647.65	25,000.00	0.00	0.00	25,000.00	0
001-572-60-6351	MLK PARK PROJECT	224,643.64	103,240.96	0.00	77,018.69	26,222.27	75
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	75,786.00	149,690.52	0.00	68,917.52	80,773.00	46
572 PARKS & RECREATION:		1,614,070.82	2,164,236.48	33,167.24	770,798.66	1,393,437.82	36
001-575-00-0000	COMMUNITY CENTER:	0.00	0.00	0.00	0.00	0.00	0
001-575-10-1200	SALARIES	11,311.43	87,450.00	1,345.50	12,194.84	75,255.16	14
001-575-10-1300	OVERTIME	55.69	0.00	0.00	0.00	0.00	0
001-575-10-2100	FICA EXPENSE	869.65	6,690.00	102.94	932.93	5,757.07	14
001-575-10-2200	RETIREMENT	1,318.13	10,420.00	160.25	1,452.42	8,967.58	14
001-575-10-2300	LIFE & HEALTH INSURANCE	0.00	200.00	0.00	4.75	195.25	2
001-575-30-3100	PROFESSIONAL SERVICES	849.85	3,000.00	0.00	499.85	2,500.15	17
001-575-30-3400	OTHER CONTRACTUAL SERVICES	1,134.70	8,440.00	0.00	690.00	7,750.00	8
001-575-30-3450	CLOTHING AND UNIFORMS	220.48	1,200.00	0.00	0.00	1,200.00	0
001-575-30-4100	TELEPHONE EXPENSE	2,835.02	6,680.00	0.00	1,539.40	5,140.60	23
001-575-30-4200	POSTAGE/TRANSPORTATION FEES	17.07	250.00	0.00	46.59	203.41	19
001-575-30-4300	UTILITIES EXPENSE	45,205.90	24,800.00	0.00	15,568.94	9,231.06	63
001-575-30-4400	RENTAL & LEASING	1,912.19	2,600.00	0.00	284.35	2,315.65	11
001-575-30-4600	REPAIR & MAINTENANCE	12,029.48	30,000.00	0.00	795.69	29,204.31	3
001-575-30-5100	OFFICE SUPPLIES	425.01	1,000.00	0.00	703.81	296.19	70
001-575-30-5200	OPERATING SUPPLIES	7,528.12	15,000.00	0.00	2,295.19	12,704.81	15
001-575-30-5400	SUBSCRIPTIONS/DUES	100.00	0.00	0.00	0.00	0.00	0
575 COMMUNITY CENTER:		85,812.72	197,730.00	1,608.69	37,008.76	160,721.24	19
001-580-90-0000	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	0.00	3,958,780.52	0.00	0.00	3,958,780.52	0

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001-581-00-1040	TRANSFER TO EXPANDED CRA	185,870.00	197,730.00	0.00	0.00	197,730.00	0
001-581-90-3010	TRANSFER TO CAPITAL PROJECT FUND	18,650,000.00	8,000,000.00	0.00	0.00	8,000,000.00	0
581 Total		18,835,870.00	8,197,730.00	0.00	0.00	8,197,730.00	0
001 GENERAL FUND Expend Total		32,075,631.76	31,472,790.00	455,550.51	6,614,871.04	24,857,918.96	21

001 GENERAL FUND		Prior	Current	YTD
Revenues:		23,781,188.03	49,036.49	19,011,515.10
Expended:		32,075,631.76	455,550.51	6,614,871.04
Net Income:		8,294,443.73-	406,514.02-	12,396,644.06

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
101-361-1350	INTEREST EARNED	521.29	200.00	0.00	189.01	10.99-	95
101-364-1000	CEMETERY LOT SALES	2,100.00	2,100.00	0.00	1,400.00	700.00-	67
101-366-1350	CONTRIBUTIONS/DUES	2,430.00	2,000.00	0.00	480.00	1,520.00-	24
101-366-1360	GRAVE OPENING PERMITS	600.00	600.00	0.00	450.00	150.00-	75
101-369-0000	OTHER MISCELLANEOUS REVENUE	0.00	100.00	0.00	0.00	100.00-	0
101-389-5000	NON-OPER/ CEMETERY RESERVES FORWARD	0.00	57,400.00	0.00	0.00	57,400.00-	0
101 CEMETERY FUND Revenue Total		5,651.29	62,400.00	0.00	2,519.01	59,880.99-	4

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
101-569-00-0000	GREENWOOD CEMETERY:	0.00	0.00	0.00	0.00	0.00	0
101-569-30-3100	PROFESSIONAL SERVICES	0.00	8,450.00	0.00	0.00	8,450.00	0
101-569-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	0.00	500.00	0
101-569-30-4900	MISC. EXPENSE & OTHER CURRENT	61.37	200.00	0.00	0.00	200.00	0
101-569-30-5200	OPERATING SUPPLIES	0.00	100.00	0.00	0.00	100.00	0
569 GREENWOOD CEMETERY:		61.37	9,250.00	0.00	0.00	9,250.00	0
101-580-90-9999	CONTINGENCY	0.00	53,150.00	0.00	0.00	53,150.00	0
101 CEMETERY FUND Expend Total		61.37	62,400.00	0.00	0.00	62,400.00	0

101 CEMETERY FUND

	Prior	Current	YTD
Revenues:	5,651.29	0.00	2,519.01
Expended:	61.37	0.00	0.00
Net Income:	5,589.92	0.00	2,519.01

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
104-361-0000	INTEREST	8,461.61	0.00	0.00	5,128.60	5,128.60	0
104-369-9000	TAX INCREMENT FINANCING - SUM CTY	369,830.00	368,670.00	0.00	0.00	368,670.00-	0
104-382-0010	TRANSFER FROM GENERAL	185,870.00	197,730.00	0.00	0.00	197,730.00-	0
104-389-5006	CASH FORWARD - CRA DISTRICT	0.00	1,007,900.00	0.00	0.00	1,007,900.00-	0
104 COMMUNITY REDEVELOPMENT Revenue Tota		564,161.61	1,574,300.00	0.00	5,128.60	1,569,171.40-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
104-550-00-0000	COMM REDEVELOPMENT DEPT.:	0.00	0.00	0.00	0.00	0.00	0
104-550-10-1200	SALARIES	31,654.31	42,210.00	1,663.55	15,416.55	26,793.45	37
104-550-10-1500	SICK LEAVE	599.30	0.00	0.00	418.17	418.17-	0
104-550-10-1600	VACATION PAY	2,697.94	0.00	0.00	1,223.66	1,223.66-	0
104-550-10-1800	HOLIDAY PAY	1,265.58	0.00	0.00	985.34	985.34-	0
104-550-10-2100	FICA EXPENSE	2,770.52	3,230.00	127.26	1,380.37	1,849.63	43
104-550-10-2200	RETIREMENT	4,330.56	5,030.00	525.18	5,696.41	666.41-	113
104-550-10-2300	LIFE & HEALTH INSURANCE	3,524.49	3,600.00	145.92	1,614.62	1,985.38	45
104-550-30-3100	PROFESSIONAL SERVICES	6,875.00	135,000.00	0.00	0.00	135,000.00	0
104-550-30-4000	TRAVEL & PER DIEM	0.00	1,500.00	0.00	0.00	1,500.00	0
104-550-30-5400	SUBSCRIPTIONS/DUES	175.00	175.00	0.00	200.00	25.00-	114
104-550-30-5500	TRAINING	0.00	4,000.00	0.00	0.00	4,000.00	0
104-550-60-6330	FACADE IMPROVEMENT GRANT	0.00	80,000.00	0.00	0.00	80,000.00	0
104-550-70-7303	DEMOLITIONS	0.00	20,000.00	0.00	0.00	20,000.00	0
104-550-70-7307	MISC. OTHER PROJECTS	70,653.62	55,925.00	0.00	0.00	55,925.00	0
104-550-70-7308	DOWNTOWN PARKING IMPROVEMENTS	167,101.15	50,000.00	0.00	0.00	50,000.00	0
550 COMM REDEVELOPMENT DEPT.:		291,647.47	400,670.00	2,461.91	26,935.12	373,734.88	7
104-580-90-9904	CONTINGENCY - CRA DISTRICT	0.00	1,173,630.00	0.00	0.00	1,173,630.00	0
104 COMMUNITY REDEVELOPMENT Expend Total		291,647.47	1,574,300.00	2,461.91	26,935.12	1,547,364.88	2

104 COMMUNITY REDEVELOPMENT

	Prior	Current	YTD
Revenues:	564,161.61	0.00	5,128.60
Expended:	291,647.47	2,461.91	26,935.12
Net Income:	272,514.14	2,461.91-	21,806.52-

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
105-361-0000	INTEREST	162.35	100.00	0.00	54.10	45.90-	54
105-369-0058	DONATIONS	14,697.00	15,000.00	0.00	16,208.00	1,208.00	108
105-389-5010	CASH FORWARD - BAKER HOUSE	0.00	27,400.00	0.00	0.00	27,400.00-	0
105 BAKER HOUSE Revenue Total		14,859.35	42,500.00	0.00	16,262.10	26,237.90-	38

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
105-576-00-0000	BAKER HOUSE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
105-576-30-4620	BAKER HOUSE OPERATIONS	103.38	30,000.00	0.00	30.53	29,969.47	0
105-580-90-9910	CONTINGENCY - BAKER HOUSE	0.00	12,500.00	0.00	0.00	12,500.00	0
105 BAKER HOUSE Expend Total		103.38	42,500.00	0.00	30.53	42,469.47	0

105 BAKER HOUSE		Prior	Current	YTD
Revenues:	14,859.35	0.00	16,262.10	
Expended:	103.38	0.00	30.53	
Net Income:	14,755.97	0.00	16,231.57	

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
106-589-5010	CARRY FORWARD - HISTORICAL FUND	0.00	45.00	0.00	0.00	45.00-	0
	106 WILDWOOD AREA HISTORICA Revenue Tota	0.00	45.00	0.00	0.00	45.00-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
106-577-00-0000	WILDWOOD AREA HISTORICAL ASSN	0.00	0.00	0.00	0.00	0.00	0
106-580-90-9911	CONTINGENCY - HISTORICAL ACCT	0.00	45.00	0.00	0.00	45.00	0
	106 WILDWOOD AREA HISTORICA Expend Total	0.00	45.00	0.00	0.00	45.00	0

106 WILDWOOD AREA HISTORICAL ASSOCIATION	Prior	Current	YTD
Revenues:	0.00	0.00	0.00
Expended:	0.00	0.00	0.00
Net Income:	0.00	0.00	0.00

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
107-341-3004	RECREATION IMPACT FEES	241,018.02	225,000.00	1,831.56	227,542.20	2,542.20	101
107-361-0000	INTEREST	2,318.59	0.00	0.00	2,126.95	2,126.95	0
107-389-5004	CASH FORWARD - P & R IMPACT FEE	0.00	275,000.00	0.00	0.00	275,000.00-	0
107 RECREATION IMPACT FEES Revenue Total		243,336.61	500,000.00	1,831.56	229,669.15	270,330.85-	46

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
107-572-00-0000	RECREATION IMPACT FEES:	0.00	0.00	0.00	0.00	0.00	0
107-580-90-9903	CONTINGENCY - P&R IMPACT FEES	0.00	500,000.00	0.00	0.00	500,000.00	0
107 RECREATION IMPACT FEES Expend Total		0.00	500,000.00	0.00	0.00	500,000.00	0

107 RECREATION IMPACT FEES		Prior	Current	YTD
Revenues:	243,336.61	1,831.56	229,669.15	
Expended:	0.00	0.00	0.00	
Net Income:	243,336.61	1,831.56	229,669.15	

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
108-341-3001	LAW ENFORCEMENT IMPACT FEES	1,416,256.93	1,100,000.00	33,791.87	354,567.38	745,432.62-	32
108-361-0000	INTEREST	153.73	0.00	0.00	80.00	80.00	0
108-389-5002	CASH FORWARD - POLICE IMPACT FEE	0.00	1,540,500.00	0.00	0.00	1,540,500.00-	0
108 LAW ENFORCEMENT IMPACT Revenue Total		1,416,410.66	2,640,500.00	33,791.87	354,647.38	2,285,852.62-	13

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
108-521-00-0000	LAW ENFORCEMENT IMPACT FEES:	0.00	0.00	0.00	0.00	0.00	0
108-521-30-4900	MISC. EXPENSE & OTHER CURRENT	389.02	0.00	0.00	160.68	160.68-	0
108-521-60-6400	CAP. IMPROVEMENT- MACHINERY & EQUIPMENT	215,588.32	710,400.00	0.00	0.00	710,400.00	0
108-521-70-9105	TRANSFER TO GENERAL FUND - LOAN PAYMENT	412,800.00	412,800.00	0.00	0.00	412,800.00	0
521 LAW ENFORCEMENT IMPACT FEES:		628,777.34	1,123,200.00	0.00	160.68	1,123,039.32	0
108-580-90-9902	CONTINGENCY -LAW ENFORCEMENT IMPACT FEES	0.00	1,517,300.00	0.00	0.00	1,517,300.00	0
108 LAW ENFORCEMENT IMPACT Expend Total		628,777.34	2,640,500.00	0.00	160.68	2,640,339.32	0

108 LAW ENFORCEMENT IMPACT FEES		Prior	Current	YTD
Revenues:		1,416,410.66	33,791.87	354,647.38
Expended:		628,777.34	0.00	160.68
Net Income:		787,633.32	33,791.87	354,486.70

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
301-361-0000	INTEREST	77,499.22	100.00	0.00	54,807.16	54,707.16	***
301-382-0010	TRANSFER FROM GENERAL FUND	18,650,000.00	8,000,000.00	0.00	0.00	8,000,000.00-	0
301-389-5000	NON-OPERATIONAL CASH FORWARD-CAP.IMPR	0.00	13,357,100.00	0.00	0.00	13,357,100.00-	0
	301 CAPITAL IMPROVEMENT FUN Revenue Tota	18,727,499.22	21,357,200.00	0.00	54,807.16	21,302,392.84-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
301-500-00-0000	CAPITAL IMPROVEMENT FUND	0.00	0.00	0.00	0.00	0.00	0
301-513-60-6201	CITY HALL HVAC PROJECT	349,579.75	91,581.50	0.00	55,153.13	36,428.37	60
301-516-60-6301	DOWNTOWN MASTER PLAN PROJECTS	53,856.05	125,000.00	5,748.12	10,778.18	114,221.82	9
301-516-60-6302	CITY PARKING FACILITIES REHAB	14,406.65	0.00	0.00	0.00	0.00	0
301-516-60-6303	CITY SIGN AT TRAILWINDS	171,231.00	0.00	0.00	0.00	0.00	0
	516 Total	239,493.70	125,000.00	5,748.12	10,778.18	114,221.82	9
301-521-60-6301	POLICE DEPARTMENT HQ MONUMENT SIGN	0.00	50,000.00	0.00	0.00	50,000.00	0
301-541-60-6101	DRAINAGE PROJECT LAND ACQUISITION	4,247.17	0.00	0.00	0.00	0.00	0
301-541-60-6201	PW BUILDING METAL ROOF REHAB	98,082.26	0.00	0.00	0.00	0.00	0
301-541-60-6202	MUNICIPAL SERVICES COMPLEX PROJECT	3,246,835.17	570,445.37	0.00	256,899.52	313,545.85	45
301-541-60-6203	PW POLE BARN	0.00	111,000.00	0.00	0.00	111,000.00	0
301-541-60-6204	PW BUILDING HVAC UPGRADES	0.00	80,000.00	0.00	1,562.50	78,437.50	2
301-541-60-6205	MSC HVAC UPGRADES	0.00	40,000.00	0.00	454.60	39,545.40	1
301-541-60-6301	PLEASANTDALE REHAB	22,550.00	1,316,375.00	0.00	8,130.00	1,308,245.00	1
301-541-60-6302	BARWICK REHAB	99,665.90	366,675.80	0.00	4,280.00	362,395.80	1
301-541-60-6303	OAK GROVE VILLAGE DRAINAGE IMPROVEMENTS	6,000.00	948,200.00	0.00	95,778.28	852,421.72	10
301-541-60-6304	PW PARKING FACILITIES REHAB	19,773.35	0.00	0.00	0.00	0.00	0
301-541-60-6305	PAVEMENT PRESERVATION PLAN	635,922.82	1,000,000.00	0.00	0.00	1,000,000.00	0
301-541-60-6306	CLAY DRAIN ROAD DESIGN	157,058.00	614,815.00	0.00	55,564.00	559,251.00	9
301-541-60-6307	JACKSON ST IMPROVEMENTS	0.00	200,000.00	0.00	0.00	200,000.00	0
301-541-60-6308	HUEY ST IMPROVEMENTS	0.00	280,000.00	0.00	9,660.00	270,340.00	3
301-541-60-6309	ST CLAIR STREET IMPROVEMENTS	0.00	200,000.00	0.00	0.00	200,000.00	0
	541 Total	4,290,134.67	5,727,511.17	0.00	432,328.90	5,295,182.27	8
301-572-60-6201	MLK PARK CONCESSION STAND/RESTROOMS	21,973.94	328,763.00	0.00	92,061.17	236,701.83	28

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
301-572-60-6202	BAKER HOUSE RESTROOMS	139,425.64	37,135.00	24.98	40,835.44	3,700.44-	110
301-572-60-6203	LAKE DEATON RESTROOMS	109,499.41	0.00	0.00	0.00	0.00	0
301-572-60-6204	MILLENNIUM PARK STORAGE BARN	7,069.50	0.00	0.00	0.00	0.00	0
301-572-60-6205	RECREATION CENTER AT MLK PARK	0.00	150,000.00	0.00	823.40	149,176.60	1
301-572-60-6206	OXFORD PARK BATHROOMS	0.00	115,000.00	0.00	0.00	115,000.00	0
301-572-60-6207	OUTREACH CENTER RE-ROOF	0.00	45,000.00	0.00	15,590.00	29,410.00	35
301-572-60-6301	LAKE DEATON PARKING FACILITIES REHAB	10,213.15	0.00	0.00	0.00	0.00	0
301-572-60-6302	MILLENNIUM PARK IMPROVEMENTS	189,928.98	4,044,385.00	0.00	113,812.45	3,930,572.55	3
301-572-60-6303	MLK PARK BASKETBALL COURT REHAB	0.00	112,000.00	0.00	7,814.40	104,185.60	7
301-572-60-6304	LAKE DEATON PIER IMPROVEMENTS	0.00	132,000.00	0.00	24.40	131,975.60	0
301-572-60-6305	CITY HALL COURTYARD REHAB	0.00	100,000.00	0.00	27,410.00	72,590.00	27
572 Total		478,110.62	5,064,283.00	24.98	298,371.26	4,765,911.74	6
301-575-60-6201	COMMUNITY CENTER HVAC UPGRADES	0.00	400,000.00	0.00	9,482.50	390,517.50	2
301-575-60-6301	COMMUNITY CENTER PARKING REHAB	21,834.35	0.00	0.00	0.00	0.00	0
575 Total		21,834.35	400,000.00	0.00	9,482.50	390,517.50	2
301-580-90-9901	CONTINGENCY-CAP.IMPROVEMENT FUND	0.00	9,898,824.33	0.00	0.00	9,898,824.33	0
301 CAPITAL IMPROVEMENT FUN Expend Total		5,379,153.09	21,357,200.00	5,773.10	806,113.97	20,551,086.03	4

301 CAPITAL IMPROVEMENT FUND

	Prior	Current	YTD
Revenues:	18,727,499.22	0.00	54,807.16
Expended:	5,379,153.09	5,773.10	806,113.97
Net Income:	13,348,346.13	5,773.10-	751,306.81-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
401-343-3100	WATER SALES-OPERATING INCOME	3,134,128.65	3,210,000.00	0.00	1,101,832.07	2,108,167.93-	34
401-343-3500	WATER- METER INSTALLATIONS	140,063.34	100,000.00	1,884.00	96,038.90	3,961.10-	96
401-343-3510	WATER- OTHER (ON/OFF FEES)	37,125.00	30,000.00	0.00	13,250.00	16,750.00-	44
401-343-3520	WATER INCOME-OTHER	14,266.69	10,000.00	0.00	6,843.53	3,156.47-	68
401-343-3550	WATER UTILITY TAX	273.60-	0.00	10,438.90-	0.00	0.00	0
401-343-4151	RE-ROUTE FEE	28.75-	0.00	0.00	0.00	0.00	0
401-343-5100	SEWER OPERATING INCOME-BILLINGS	4,708,612.04	4,710,000.00	0.00	1,677,600.60	3,032,399.40-	36
401-343-5510	SEWER OTHER MISC	0.00	12,000.00	0.00	0.00	12,000.00-	0
401-343-5511	LAND LEASE-TURTLE MOUNT(TOWER)	15,795.50	15,000.00	0.00	6,612.50	8,387.50-	44
401-343-5520	TSS/COD WASTEWATER FEES	783,061.15	800,000.00	0.00	254,169.85	545,830.15-	32
401-343-6100	REUSE WATER OPERATIONS	108,490.53	100,000.00	0.00	25,948.93	74,051.07-	26
401-361-0000	INTEREST EARNINGS	87,671.83	5,000.00	0.00	50,307.62	45,307.62	***
401-381-1008	TRANSFER FROM WATER CONNECTION FEE FUND	13,820.00	0.00	0.00	0.00	0.00	0
401-381-1011	TRANSFER FROM WATER SDC FUND	219,080.26	0.00	0.00	0.00	0.00	0
401-381-1014	TRANSFER FROM SEWER SDC FUND	357,517.36	0.00	0.00	0.00	0.00	0
401-389-5000	Non-Operational-Cash Forward- W/S	0.00	9,170,000.00	0.00	0.00	9,170,000.00-	0
	401 UTILITY FUND Revenue Total	9,619,330.00	18,162,000.00	8,554.90-	3,232,604.00	14,929,396.00-	18

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-530-00-0000	PHYSICAL ENVIRONMENT/ADMIN:	0.00	0.00	0.00	0.00	0.00	0
401-530-10-1200	SALARIES	129,571.91	162,800.00	6,107.68	59,180.59	103,619.41	36
401-530-10-1300	OVERTIME	0.00	1,000.00	0.00	0.00	1,000.00	0
401-530-10-1500	SICK LEAVE	6,659.06	0.00	28.62	2,626.29	2,626.29-	0
401-530-10-1600	VACATION PAY	7,634.30	0.00	269.11	3,812.48	3,812.48-	0
401-530-10-1800	HOLIDAY PAY	5,638.77	0.00	0.00	3,838.29	3,838.29-	0
401-530-10-2100	FICA EXPENSE	11,417.42	12,540.00	489.25	5,305.13	7,234.87	42
401-530-10-2200	RETIREMENT	16,612.60	19,350.00	762.88	8,272.42	11,077.58	43
401-530-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	22.50	22.50-	0
401-530-10-2300	LIFE & HEALTH INSURANCE	30,150.00	37,440.00	1,368.52	16,148.72	21,291.28	43
401-530-10-2500	UNEMPLOYMENT COMPENSATION	0.00	1,500.00	0.00	0.00	1,500.00	0
401-530-10-2600	WORKERS COMPENSATION INSURANCE	893.14	1,000.00	80.14	722.32	277.68	72
401-530-30-3100	PROFESSIONAL SERVICES	772.50	4,125.00	0.00	0.00	4,125.00	0
401-530-30-3200	ACCOUNTING & AUDITING FEES	18,500.00	19,250.00	0.00	0.00	19,250.00	0
401-530-30-3400	OTHER CONTRACTUAL SERVICES	14,475.67	32,410.00	0.00	9,901.79	22,508.21	31
401-530-30-4000	TRAVEL & PER DIEM	0.00	1,000.00	0.00	0.00	1,000.00	0
401-530-30-4100	TELEPHONE EXPENSE	4,717.93	5,250.00	0.00	1,654.60	3,595.40	32

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-530-30-4110	IT LICENSING / EQUIPMENT	17,010.09	25,300.00	0.00	18,864.93	6,435.07	75
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	26,543.62	33,000.00	5,000.00	10,817.53	22,182.47	33
401-530-30-4300	UTILITIES EXPENSE	17,714.36	25,000.00	0.00	5,237.99	19,762.01	21
401-530-30-4400	RENTAL & LEASING	2,995.44	1,000.00	0.00	1,206.79	206.79-	121
401-530-30-4500	GENERAL INSURANCE	145,449.13	170,000.00	0.00	184,869.50	14,869.50-	109
401-530-30-4600	REPAIR & MAINTENANCE	9,145.94	21,000.00	0.00	1,632.00	19,368.00	8
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	16,173.73	14,500.00	0.00	3,500.11	10,999.89	24
401-530-30-5100	OFFICE SUPPLIES	887.68	2,000.00	120.66	270.95	1,729.05	14
401-530-30-5200	OPERATING SUPPLIES	4,677.81	5,600.00	0.00	2,294.14	3,305.86	41
401-530-30-5400	SUBSCRIPTIONS/DUES	37.50	450.00	0.00	0.00	450.00	0
401-530-30-5500	TRAINING	2,808.00	2,000.00	0.00	702.00	1,298.00	35
530 PHYSICAL ENVIRONMENT/ADMIN:		490,540.60	597,515.00	14,226.86	340,881.07	256,633.93	57
401-533-00-0000	WATER DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
401-533-10-1200	SALARIES	578,503.25	873,990.00	26,806.00	270,758.37	603,231.63	31
401-533-10-1250	ON CALL	7,950.00	7,800.00	300.00	3,375.00	4,425.00	43
401-533-10-1300	OVERTIME	10,948.00	15,000.00	163.79	5,072.65	9,927.35	34
401-533-10-1500	SICK LEAVE	19,901.90	0.00	620.28	10,977.00	10,977.00-	0
401-533-10-1600	VACATION PAY	27,997.90	0.00	240.02	16,736.91	16,736.91-	0
401-533-10-1800	HOLIDAY PAY	23,228.01	0.00	143.77	15,825.75	15,825.75-	0
401-533-10-1820	HOLIDAY PREMIUM	3,128.30	5,000.00	0.00	1,757.44	3,242.56	35
401-533-10-2100	FICA EXPENSE	51,381.52	68,990.00	2,162.95	24,824.65	44,165.35	36
401-533-10-2200	RETIREMENT	74,766.51	107,410.00	3,367.40	38,648.34	68,761.66	36
401-533-10-2210	BENEFIT ADMIN FEES	189.00	0.00	0.00	49.50	49.50-	0
401-533-10-2300	LIFE & HEALTH INSURANCE	90,475.94	168,480.00	4,534.09	53,259.15	115,220.85	32
401-533-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	0.00	2,500.00	0
401-533-10-2600	WORKERS COMPENSATION INSURANCE	13,396.92	15,000.00	1,202.07	10,834.80	4,165.20	72
401-533-30-3100	PROFESSIONAL SERVICES	62,113.51	61,890.00	0.00	17,822.35	44,067.65	29
401-533-30-3400	OTHER CONTRACTUAL SERVICES	50,109.22	180,000.00	0.00	25,365.83	154,634.17	14
401-533-30-3450	CLOTHING AND UNIFORMS	5,029.71	9,000.00	0.00	2,372.70	6,627.30	26
401-533-30-4000	TRAVEL & PER DIEM	3,402.39	4,500.00	0.00	3,220.16	1,279.84	72
401-533-30-4100	TELEPHONE EXPENSE	26,647.03	38,600.00	493.50	12,407.17	26,192.83	32
401-533-30-4110	IT LICENSING / EQUIPMENT	14,033.94	64,200.00	257.25	14,912.40	49,287.60	23
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	2,045.46	2,500.00	0.00	1.44	2,498.56	0
401-533-30-4300	UTILITIES EXPENSE	151,616.77	130,000.00	0.00	60,931.22	69,068.78	47
401-533-30-4400	RENTAL & LEASING	8,001.54	9,000.00	0.00	3,661.77	5,338.23	41

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-533-30-4600	REPAIR & MAINTENANCE	162,692.01	150,000.00	411.31-	25,583.84	124,416.16	17
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	5,000.00	0.00	0.00	5,000.00	0
401-533-30-4960	BOOT ALLOWANCE	1,024.79	2,400.00	0.00	430.17	1,969.83	18
401-533-30-5010	BAD DEBT EXPENSE	0.00	0.00	0.00	60.19	60.19-	0
401-533-30-5100	OFFICE SUPPLIES	3,980.89	4,000.00	0.00	2,744.13	1,255.87	69
401-533-30-5200	OPERATING SUPPLIES	319,165.14	250,000.00	702.10	174,313.58	75,686.42	70
401-533-30-5220	WATER METERS	0.00	310,000.00	0.00	26,196.28	283,803.72	8
401-533-30-5250	FUEL EXPENSE	49,450.92	45,000.00	3,279.87	17,215.07	27,784.93	38
401-533-30-5260	CHEMICALS	205,896.28	225,000.00	3,798.00	92,703.24	132,296.76	41
401-533-30-5270	LABORATORY SAMPLES	14,140.00	50,000.00	0.00	12,865.00	37,135.00	26
401-533-30-5400	SUBSCRIPTIONS/DUES	5,264.00	9,000.00	0.00	930.80	8,069.20	10
401-533-30-5500	TRAINING	4,644.09	7,600.00	0.00	1,747.00	5,853.00	23
401-533-60-6200	CAP. IMPROVEMENT-BUILDINGS	4.00	25,334.00	0.00	25,334.00	0.00	100
401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	33,999.55	123,000.00	0.00	24,569.35	98,430.65	20
401-533-60-6301	METER CHANGE OUT PROGRAM	18,396.00	206,600.00	0.00	81,600.00	125,000.00	40
401-533-60-6350	LOOP/UPGRADE WATER MAINS	122,750.39	525,200.00	0.00	23,880.00	501,320.00	5
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	15,939.00	178,000.00	0.00	0.00	178,000.00	0
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	18,450.00	0.00	18,446.55	3.45	100
401-533-60-6691	LEASE PURCHASE INTEREST PMT	0.00	3,155.00	0.00	3,151.86	3.14	100
401-533-70-7319	CR 209 WATER MAIN EXTENSION	3,543.84	498,798.81	0.00	393,829.61	104,969.20	79
533 WATER DEPARTMENT:		2,185,757.72	4,400,397.81	47,659.78	1,518,415.27	2,881,982.54	35
401-535-00-0000	WASTEWATER DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
401-535-10-1200	SALARIES	698,401.38	1,126,740.00	31,415.32	293,301.95	833,438.05	26
401-535-10-1250	ON CALL	11,325.00	11,700.00	450.00	4,875.00	6,825.00	42
401-535-10-1300	OVERTIME	11,504.15	15,000.00	587.89	4,677.46	10,322.54	31
401-535-10-1500	SICK LEAVE	41,969.86	0.00	242.09	9,204.89	9,204.89-	0
401-535-10-1600	VACATION PAY	47,271.59	0.00	187.31	22,916.67	22,916.67-	0
401-535-10-1800	HOLIDAY PAY	28,565.32	0.00	185.04	15,694.44	15,694.44-	0
401-535-10-1820	HOLIDAY PREMIUM	7,594.27	9,000.00	0.00	7,119.37	1,880.63	79
401-535-10-2100	FICA EXPENSE	65,544.19	88,930.00	2,529.69	27,371.02	61,558.98	31
401-535-10-2200	RETIREMENT	97,095.04	138,450.00	3,938.36	43,303.56	95,146.44	31
401-535-10-2210	BENEFIT ADMIN FEES	184.50	0.00	0.00	45.00	45.00-	0
401-535-10-2300	LIFE & HEALTH INSURANCE	121,399.96	215,280.00	5,342.52	56,999.77	158,280.23	26
401-535-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	0.00	2,500.00	0
401-535-10-2600	WORKERS COMPENSATION INSURANCE	26,793.74	30,000.00	2,404.14	21,669.61	8,330.39	72

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-535-30-3100	PROFESSIONAL SERVICES	85,900.40	82,087.50	0.00	17,796.95	64,290.55	22
401-535-30-3400	OTHER CONTRACTUAL SERVICES	70,454.05	175,000.00	0.00	38,771.90	136,228.10	22
401-535-30-3450	CLOTHING AND UNIFORMS	7,867.83	11,000.00	260.16	2,900.38	8,099.62	26
401-535-30-4000	TRAVEL & PER DIEM	998.89-	4,500.00	15.00-	1,058.00	3,442.00	24
401-535-30-4100	TELEPHONE EXPENSE	13,811.03	15,000.00	177.66	6,344.77	8,655.23	42
401-535-30-4110	IT LICENSING / EQUIPMENT	24,462.53	57,900.00	0.00	12,374.28	45,525.72	21
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	416.05	1,500.00	0.00	729.92	770.08	49
401-535-30-4300	UTILITIES EXPENSE	340,898.82	270,000.00	0.00	133,314.98	136,685.02	49
401-535-30-4400	RENTAL & LEASING	2,594.22	2,000.00	29.80	1,133.69	866.31	57
401-535-30-4600	REPAIR & MAINTENANCE	382,839.96	275,000.00	623.30	216,615.42	58,384.58	79
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	1,740.11	5,000.00	0.00	353.36	4,646.64	7
401-535-30-4940	LANDFILL DISPOSAL FEES	88,413.44	115,000.00	0.00	76,844.70	38,155.30	67
401-535-30-4960	BOOT ALLOWANCE	1,179.46	3,500.00	0.00	792.35	2,707.65	23
401-535-30-5100	OFFICE SUPPLIES	3,766.83	4,000.00	96.91	1,940.58	2,059.42	49
401-535-30-5200	OPERATING SUPPLIES	190,152.02	200,000.00	0.00	82,018.51	117,981.49	41
401-535-30-5250	FUEL EXPENSE	40,619.27	50,000.00	3,026.32	31,103.08	18,896.92	62
401-535-30-5260	CHEMICALS	96,327.40	120,000.00	6,296.40	70,190.21	49,809.79	58
401-535-30-5270	LABORATORY SAMPLES	45,002.42	65,000.00	0.00	26,769.00	38,231.00	41
401-535-30-5400	SUBSCRIPTIONS/DUES	370.00	4,000.00	0.00	421.85	3,578.15	11
401-535-30-5500	TRAINING	1,440.00	7,600.00	0.00	772.00	6,828.00	10
401-535-60-6200	CAP. IMPROVEMENT-BUILDINGS	6,830.00	30,000.00	0.00	0.00	30,000.00	0
401-535-60-6250	LIFT STATION UPGRADES	261,846.00	576,420.00	0.00	0.00	576,420.00	0
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	193,432.00	227,000.00	0.00	4,569.35	222,430.65	2
401-535-60-6310	MILLENNIUM PARK PROJECT	0.00	243,100.00	0.00	0.00	243,100.00	0
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	4,324.00	1,036,207.00	0.00	359,555.11	676,651.89	35
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEMENT	400,175.10	374,700.00	0.00	218,835.00	155,865.00	58
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	75,620.00	0.00	75,617.58	2.42	100
401-535-60-6691	LEASE PURCHASE INTEREST PMT	13,107.50	8,985.00	0.00	8,981.09	3.91	100
401-535-60-6770	SR 44 FM / CCC DECOMMISSIONING	136,242.25	2,500,000.00	0.00	4,274.50	2,495,725.50	0
401-535-70-7302	BUENA VISTA FORCEMAIN	0.00	350,000.00	0.00	0.00	350,000.00	0
401-535-70-7303	WILDWOOD ESTATES LS	0.37-	338,301.37	0.00	265,344.97	72,956.40	78
535 WASTEWATER DEPARTMENT:		3,570,862.43	8,866,020.87	57,777.91	2,166,602.27	6,699,418.60	24
401-580-90-0000	CONTINGENCY:	0.00	0.00	0.00	0.00	0.00	0
401-580-90-9912	CONTIN- WATER SEWER-REFUSE	0.00	3,613,536.32	0.00	0.00	3,613,536.32	0

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-582-00-0000	DEBT SERVICE:	0.00	0.00	0.00	0.00	0.00	0
401-582-30-5900	DEPRECIATION	2,457,368.00	0.00	0.00	0.00	0.00	0
401-582-30-5920	BAD DEBT EXPENSE	29,120.00	0.00	0.00	0.00	0.00	0
401-582-70-7100	SUMTER SCHOOL BOARD LEASE PURCHASE	0.00	170,000.00	0.00	0.00	170,000.00	0
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	0.00	340,810.00	0.00	169,523.38	171,286.62	50
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T)	0.00	107,755.00	0.00	53,534.92	54,220.08	50
401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	46,084.86	39,105.00	0.00	20,434.06	18,670.94	52
401-582-70-7205	DEBT SVC.-INTEREST-2013 REFINANCE	2,315.30	0.00	0.00	0.00	0.00	0
401-582-70-7206	DEBT SERV-INTERST-2016 CONTINENTAL (BBT)	29,566.42	26,860.00	0.00	13,772.60	13,087.40	51
	582 DEBT SERVICE:	2,564,454.58	684,530.00	0.00	257,264.96	427,265.04	38
	401 UTILITY FUND Expend Total	8,811,615.33	18,162,000.00	119,664.55	4,283,163.57	13,878,836.43	24

401 UTILITY FUND

	Prior	Current	YTD
Revenues:	9,619,330.00	8,554.90-	3,232,604.00
Expended:	8,811,615.33	119,664.55	4,283,163.57
Net Income:	807,714.67	128,219.45-	1,050,559.57-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
402-334-3102	STATE APPROPRIATION - CR 209 WATER MAIN	197,033.60	0.00	0.00	0.00	0.00	0
402-361-0000	INTEREST	24,160.51	1,000.00	0.00	22,962.59	21,962.59	***
402-389-5000	CASH FORWARD	0.00	4,000,000.00	0.00	0.00	4,000,000.00-	0
402 CAPITAL PROJECTS (LOAN/ Revenue Total		221,194.11	4,001,000.00	0.00	22,962.59	3,978,037.41-	1

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
402-536-70-7352	MILLENNIUM PARK REUSE PROJECT	0.00	3,000,000.00	0.00	0.00	3,000,000.00	0
402-580-90-9913	CONTINGENCY - CONSTRUCTION FUND	0.00	1,001,000.00	0.00	0.00	1,001,000.00	0
402 CAPITAL PROJECTS (LOAN/ Expend Total		0.00	4,001,000.00	0.00	0.00	4,001,000.00	0

402 CAPITAL PROJECTS (LOAN/GRANT)		Prior	Current	YTD
Revenues:	221,194.11	0.00	22,962.59	
Expended:	0.00	0.00	0.00	
Net Income:	221,194.11	0.00	22,962.59	

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
403-361-0000	INTEREST EARNINGS	557.21	100.00	0.00	292.73	192.73	293
403-389-5000	NON-OPERATIONAL-CASH FORWARD	0.00	72,500.00	0.00	0.00	72,500.00-	0
403 INDUSTRIAL FUND Revenue Total		557.21	72,600.00	0.00	292.73	72,307.27-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
403-552-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0.00	0
403-552-30-3100	PROFESSIONAL SERVICES	0.00	1,000.00	0.00	0.00	1,000.00	0
403-552-30-4900	MISC. EXPENSE & OTHER CURRENT	13.19	0.00	0.00	0.00	0.00	0
403-552-30-4980	DEPRECIATION EXPENSE	6,607.00	0.00	0.00	0.00	0.00	0
552 INDUSTRIAL PARK:		6,620.19	1,000.00	0.00	0.00	1,000.00	0
403-580-90-9999	CONTINGENCY	0.00	61,600.00	0.00	0.00	61,600.00	0
403-581-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0.00	0
403-581-00-0100	TRANSFER TO GENERAL FUND	10,000.00	10,000.00	0.00	0.00	10,000.00	0
403 INDUSTRIAL FUND Expend Total		16,620.19	72,600.00	0.00	0.00	72,600.00	0

403 INDUSTRIAL FUND

	Prior	Current	YTD
Revenues:	557.21	0.00	292.73
Expended:	16,620.19	0.00	0.00
Net Income:	16,062.98-	0.00	292.73

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
404-343-3501	WATER SYSTEM CONNECTION FEES	7,412.21	7,000.00	0.00	0.00	7,000.00-	0
404-361-0000	INTEREST	49.41	0.00	0.00	20.18	20.18	0
404-389-5002	CASH FORWARD - WATER CONNECTIONS	0.00	383,800.00	0.00	0.00	383,800.00-	0
404 WATER CONNECTION FEES Revenue Total		7,461.62	390,800.00	0.00	20.18	390,779.82-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
404-533-30-4900	MISC. EXPENSE & OTHER CURRENT	361.77	0.00	0.00	150.19	150.19-	0
404-533-70-7352	ASHLEY WTP PROJECT	0.25	390,000.00	1,348.05	60,460.05	329,539.95	16
533 Total		362.02	390,000.00	1,348.05	60,610.24	329,389.76	16
404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	0.00	800.00	0.00	0.00	800.00	0
404-581-90-9101	TRANSFER TO W/S FUND	13,820.00	0.00	0.00	0.00	0.00	0
404 WATER CONNECTION FEES Expend Total		14,182.02	390,800.00	1,348.05	60,610.24	330,189.76	16

404 WATER CONNECTION FEES		Prior	Current	YTD
Revenues:		7,461.62	0.00	20.18
Expended:		14,182.02	1,348.05	60,610.24
Net Income:		6,720.40-	1,348.05-	60,590.06-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
406-343-5500	SEWER TAP CONNECTION FEES	15,731.69	5,000.00	0.00	0.00	5,000.00-	0
406-361-0000	INTEREST	38.24	0.00	0.00	15.53	15.53	0
406-389-5006	CASH FORWARD - WASTEWATER CONNECTION FEE	0.00	383,950.00	0.00	0.00	383,950.00-	0
	406 WASTEWATER CONNECTION F Revenue Tota	15,769.93	388,950.00	0.00	15.53	388,934.47-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
406-535-00-0000	SEWER TAP CONNECTION FEES:	0.00	0.00	0.00	0.00	0.00	0
406-535-30-4900	MISC. EXPENSE & OTHER CURRENT	361.20	0.00	0.00	150.00	150.00-	0
406-535-60-6392	WWTF CLARIFIER DEMO/CONSTRUCTION-DESIGN	0.00	100,000.00	0.00	0.00	100,000.00	0
406-535-60-6393	WILDWOOD ESTATES LS	0.00	228,589.90	0.00	199,623.00	28,966.90	87
	535 SEWER TAP CONNECTION FEES:	361.20	328,589.90	0.00	199,773.00	128,816.90	61
406-580-90-5006	CONTINGENCY - WASTEWATER CONNECTION FEES	0.00	60,360.10	0.00	0.00	60,360.10	0
	406 WASTEWATER CONNECTION F Expend Total	361.20	388,950.00	0.00	199,773.00	189,177.00	51

406 WASTEWATER CONNECTION FEES	Prior	Current	YTD
Revenues:	15,769.93	0.00	15.53
Expended:	361.20	0.00	199,773.00
Net Income:	15,408.73	0.00	199,757.47-

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 13 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
408-343-3560	WATER SDC FEES	1,717,366.25	1,500,000.00	5,664.00	467,513.40	1,032,486.60-	31
408-361-0000	INTEREST EARNED	306.43	100.00	0.00	168.04	68.04	168
408-389-5012	CASH FORWARD - WATER SDC	0.00	3,427,000.00	0.00	0.00	3,427,000.00-	0
408 WATER SDC FEES Revenue Total		1,717,672.68	4,927,100.00	5,664.00	467,681.44	4,459,418.56-	9
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	378.48	0.00	0.00	156.30	156.30-	0
408-533-70-7352	ASHLEY WTP UPGRADES	0.00	80,000.00	0.00	0.00	80,000.00	0
408-533-70-7354	CR 209 WATER MAIN EXT PHASE 1	0.00	800,000.00	0.00	0.00	800,000.00	0
533 Total		378.48	880,000.00	0.00	156.30	879,843.70	0
408-580-90-9914	CONTINGENCY - WATER SDC FUND	0.00	3,791,070.00	0.00	0.00	3,791,070.00	0
408-581-90-9101	TRANSFER TO W/S FUND	219,080.26	0.00	0.00	0.00	0.00	0
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	0.00	221,015.00	0.00	110,263.62	110,751.38	50
408-582-70-7207	SRF INTEREST - OXFORD WTP	36,949.34	35,015.00	0.00	17,751.18	17,263.82	51
582 Total		36,949.34	256,030.00	0.00	128,014.80	128,015.20	50
408 WATER SDC FEES Expend Total		256,408.08	4,927,100.00	0.00	128,171.10	4,798,928.90	3

408 WATER SDC FEES

	Prior	Current	YTD
Revenues:	1,717,672.68	5,664.00	467,681.44
Expended:	256,408.08	0.00	128,171.10
Net Income:	1,461,264.60	5,664.00	339,510.34

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 13 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
409-343-5560	WASTEWATER SDC FEES	3,022,260.92	2,650,000.00	9,894.00	1,599,267.58	1,050,732.42-	60
409-361-0000	INTEREST EARNED	615.64	100.00	0.00	326.62	226.62	327
409-389-5013	CASH FORWARD	0.00	6,890,000.00	0.00	0.00	6,890,000.00-	0
409 WASTEWATER SDC FEES Revenue Total		3,022,876.56	9,540,100.00	9,894.00	1,599,594.20	7,940,505.80-	17
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
409-535-30-4900	MISC. EXPENSE & OTHER CURRENT	385.11	0.00	0.00	158.64	158.64-	0
409-535-70-7346	WWTP FACILITY PLAN	0.25	7,821,443.75	0.00	74,664.35	7,746,779.40	1
409-535-70-7349	MISC CAPACITY IMPROVEMENTS	124,293.00	0.00	0.00	0.00	0.00	0
409-535-70-7355	BRIDGE CROSSING PROJECT	0.00	788,600.00	0.00	0.00	788,600.00	0
409-535-70-7359	GRAVITY COLLECTION SYS CONDITION ASSESS	0.00	250,000.00	0.00	0.00	250,000.00	0
535 Total		124,678.36	8,860,043.75	0.00	74,822.99	8,785,220.76	1
409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	0.00	604,471.25	0.00	0.00	604,471.25	0
409-581-90-9101	TRANSFER TO W/S REVENUE FUND	357,517.36	0.00	0.00	0.00	0.00	0
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN PRIN	0.00	4,390.00	0.00	2,186.42	2,203.58	50
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PRIN	0.00	69,788.00	0.00	34,891.53	34,896.47	50
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTRUCTN	351.43	332.00	0.00	167.87	164.13	51
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEMAIN	1,147.23	1,075.00	0.00	546.69	528.31	51
582 Total		1,498.66	75,585.00	0.00	37,792.51	37,792.49	50
409 WASTEWATER SDC FEES Expend Total		483,694.38	9,540,100.00	0.00	112,615.50	9,427,484.50	1

409 WASTEWATER SDC FEES

	Prior	Current	YTD
Revenues:	3,022,876.56	9,894.00	1,599,594.20
Expended:	483,694.38	0.00	112,615.50
Net Income:	2,539,182.18	9,894.00	1,486,978.70

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MARCH 13 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
601-351-2000	CONFISCATED PROPERTY	0.00	1,500.00	0.00	0.00	1,500.00-	0
601-361-0000	INTEREST	352.92	10.00	0.00	166.03	156.03	***
601 LAW ENFORCEMENT FUND Revenue Total		352.92	1,510.00	0.00	166.03	1,343.97-	11

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
601-521-00-0000	LAW ENFORCEMENT TRUST:	0.00	0.00	0.00	0.00	0.00	0
601-521-30-4900	MISC. EXPENSE & OTHER CURRENT	36.22	0.00	0.00	0.00	0.00	0
601-580-90-9999	CONTINGENCY	0.00	51,695.00	0.00	0.00	51,695.00	0
601 LAW ENFORCEMENT FUND Expend Total		36.22	51,695.00	0.00	0.00	51,695.00	0

601 LAW ENFORCEMENT FUND		Prior	Current	YTD
Revenues:		352.92	0.00	166.03
Expended:		36.22	0.00	0.00
Net Income:		316.70	0.00	166.03

Grand Totals		Prior	Current	YTD
Revenues:		59,358,321.80	91,663.02	24,997,885.20
Expended:		47,958,291.83	584,798.12	12,232,444.75
Net Income:		11,400,029.97	493,135.10-	12,765,440.45

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
February 13, 2023 9:00 AM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. Call to Order

ATTENDANCE	TITLE	STATUS
Ed Wolf	Mayor	Present
Pamala Harrisons-Bivins	Mayor Pro Tem	Present
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present
Jason McHugh	City Manager	Present
Cassandra Smith	Asst. City Manager/CFO	Present
Ashley Hunt	City Attorney	Present
Susan Patterson	City Clerk	Present
Randall Parmer	Police Chief	Present
Joshua Bills	City Attorney	Present
Melanie Peavy	Development Services Dir.	Present
Steve Watson	Fleet Services Director	Present
Mark Odell	Utility Director	Present
Jeremy Hockenbury	Public Works Director	Present
Lynzey McClellan	Asst. Financial Officer	Present

Mayor Wolf brought the meeting to order, followed by Commissioner Bivins invocation and the Pledge of Allegiance.

2. Consent Agenda/Informational Items

Consent Agenda Items a thru e were voted on together. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

A. Expenditure Report

B. Minutes for Approval: December 12, 2022 Regular Commission Meeting

C. PLAT 2205-001 Twisted Oaks Improvement Plan

D. PLAT 2212-004 Middleton Unit 2 Final Plat

E. Budgeted Financial Items

1. Funding Approval for an HVAC Replacement Project in the Amount of \$38,610

2. Funding Approval for MLK Park Concession Stand Electrical Services in the Amount of \$30,834

3. Kimley-Horn Work Authorization Number 43 for NPDES MS4 Annual Permit in the Amount of \$19,700

3. Presentations and/or Proclamations

A. Baker House Volunteer Appreciation

Parks and Recreation Director Amanda Salazar presented the volunteers from the Baker House with awards.

B. Wildwood Police Department Officer of the Year - Officer Garth Layne

Chief Parmer presented Officer Garth Layne with the Officer of the Year Award and Sam Bass from the American Legion presented Officer Layne with a certificate and a challenge coin.

C. Proclaim February 19-25, 2023 as Engineers Week

Mayor Wolf read the Proclamation Proclaiming February 19 - 25 as Engineers Week.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

4. Public Hearings - Timed

A. FY23 Second Budget Amendment

Mayor Wolf read the title of Resolution R2023-2. The staff is recommending a budget amendment for the FY23 budget year. In this second budget amendment, all outstanding projects and capital equipment items from FY22 are being carried forward into the FY23 budget. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. VOSO 10th Amendment Chapter 163

Mayor Wolf read the title of VOSO 10th Amendment Chapter 163. This agreement between the City of Wildwood and The Villages Land Company, LLC, covers the Villages of Southern Oaks project to increase the boundary by 7.72 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Public Hearing
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. CP 2211-002 VOSO 10th Amendment

Mayor Wolf read the title of Ordinance O2022-105. The Villages Development Company, LLC is seeking approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agriculture (Sumter County) to Age Restricted Development (City) for the parcels K13-010 & K13-015 on 7.72 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

D. RZ 2211-002 VOSO 10th Amendment

Mayor Wolf read the title of Ordinance O2022-106. The Villages Development Company, LLC is seeking approval from the City Commission for a Zoning Map Amendment to rezone 7.72 acres from RR5C (County) to ARD (City). No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Mayor Pro Tem/Commissioner Harrison-Bivins
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

E. CDD 2301-001 VCDD No 15 Boundary Amendment

Mayor Wolf read the title of Ordinance O2023-7. The Board of Supervisors of the Villages No. 15 Community Development District (the "District") has petitioned the City of Wildwood to amend Ordinance 2022-88 to reflect a net decrease in the size of the District by 1,117.2 acres, such that the resulting District will total 1,378.4 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Public Hearing
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

5. Public Forum - 4 minute time limit

None.

6. Ordinances First Reading Only (No Vote)

A. CP 2212-002 6083 County Rd Wildwood

Mayor Wolf read the title of Ordinance O2022-101. The applicant seeks approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Rural Residential (Sumter County) to Commercial (City) for parcel G15-012 on 5 acres MOL. First Reading Only. No Vote. No comments were offered or received.

RESULT:	FIRST READING
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B. RZ 2212-002 6083 County Rd Wildwood

Mayor Wolf read the title of Ordinance O2022-102. The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning RR5 (Sumter County) to C-3 (City) for the parcel G15-012 on 5 acres MOL. First Reading Only. No Vote. No comments were offered or received.

RESULT:	FIRST READING
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C. CP 2211-001 SWC Multi-family Huey Street

Mayor Wolf read the title of Ordinance O2022-103. Southern Waters Capital is seeking approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Medium Density Residential & Central Mixed Use (City) to High-Density Residential (City) for the parcels G05-148, G05-151, G05-157 & G05M001 on 21.59 acres MOL, resulting in a net increase of 56 allowable residential units. First Reading Only. No Vote. No comments were offered or received.

RESULT:	FIRST READING
----------------	----------------------

D. RZ 2211-001 SWC Multi-family Huey Street

Mayor Wolf read the title of Ordinance O2022-104. Southern Waters Capital is seeking approval from the City Commission for a Zoning Map Amendment to change the zoning district from R-3 and R-5 (City) to R-5 (City) for the parcel G05-148, G05-151, G05-157 & G05M001 on 21.59 acres MOL, resulting in a net increase in allowable residential units of 56. First Reading Only. No Vote. No comments were offered or received.

RESULT:	FIRST READING
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E. CP 2212-003 Pointe Grande Wildwood

Mayor Wolf read the title of Ordinance O2023-3. The applicant seeks approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agriculture (Sumter County) to Medium Density Residential (City) for the parcel G33-105 on 20 acres MOL. First Reading Only. No Vote. No comments were offered or received.

RESULT:	FIRST READING
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F. RZ 2212-003 Pointe Grande Wildwood

Mayor Wolf read the title of Ordinance O2023-4. The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning A10C (Sumter County) to R-3 (City) for the parcel G33-105 on 20 acres MOL. First Reading Only. No Vote. No comments were offered or received.

RESULT:	FIRST READING
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G. AN 2212-002 All County Collison

Mayor Wolf read the title of Ordinance O2023-5. The applicant, Will Poole, on behalf of the owners, Cecil L. Teboe, Robert S. Teboe, Louis M. Teboe, Jerry T. Teboe, and Henry J. Thrower, has submitted a voluntary annexation application for parcel D08A001. The property to be annexed totals 1.97 acres MOL and is located east along N US 301, approximately 0.26 miles north of E C 466, and approximately 0.02 miles west of CR 105 in section 8, township 18 south, range 23 east. First Reading Only. No Vote. No comments were offered or received.

RESULT:	FIRST READING
----------------	----------------------

7. Resolutions for Approval

A. Waste Management Rate Adjustment

Mayor Wolf read the title of Resolution R2023-4. Waste Management has submitted a new rate schedule that provides for a \$.55 decrease in the fuel surcharge, with the new surcharge being \$.22. The rates for service remain the same; this is only a decrease in the fuel surcharge, which does result in an overall savings of \$.55 per month for residents who have one garbage cart. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. Surplus Vehicles February 2023

Mayor Wolf read the title of Resolution R2023-5. This resolution declares certain vehicles and equipment as surplus for February 2023 and determines the means for disposal, which will be an auction through Public Surplus. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Mayor Pro Tem/Commissioner Harrison-Bivins
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. Purchasing Policy Update

Mayor Wolf read the title of Resolution R2023-6. The finance staff has identified areas of the policy that have to be changed to provide more clarity to city staff as a whole. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

8. Financial & Contracts & Agreements

A. Agreement for the Future Installation of Pedestrian Sidewalk - CR 214

Development Services Director Melanie Peavy presented a request for approval of an Agreement for a Future Installation of a Pedestrian Sidewalk on CR 214. Peavy stated that at this time there was no need for the sidewalk, but when future projects were completed, there would. Commissioner Elliott thanked the Development Services Department for paying attention to the need at this time. No other comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. Change Order with Earthscapes Unlimited, Inc. in the Amount of \$100,272.59 Regarding the Blount/Parkview Shared Stormwater Pond Construction

Mayor Wolf read the request for a Change Order with Earthscapes Unlimited, Inc. regarding the Blount/Parkview Shared Stormwater Pond Construction. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. Impact Fee Reimbursement to Chance Wildwood Owner, LLC

Assistant City Manager/CFO Cassandra Smith presented an Impact Fee Reimbursement request to Chance Wildwood Owner, LLC. Smith stated that the Developer's Agreement required the developer to install offsite utility improvements. At that time, they received impact fee credits, with an understanding that any cost above the impact fee credit would be reimbursed. Smith stated construction cost exceeded SDC credits, therefore a reimbursement was due to the developer. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

D. City Hall HVAC Renovation Pay App #6 in the Amount of \$34,585.40

Public Works Director Jeremy Hockenbury presented a request for City Hall HVAC Renovation Pay App # 6. Hockenbury stated that this was the last pay application for the project. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Elliott
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

E. Request for Blanket Purchase Agreement with RCM Utilities in the Amount of \$165,000.00

Utility Director Mark Odell presented a request for a Blanket Purchase Agreement with RCM Utilities. Odell stated that there were 120 manhole maintenance projects on the agenda for this year. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

F. CR 209 Water Main Extension Phase No. 1 Pay App No. 6 in the Amount of \$207,096.89

Utility Director Mark Odell presented CR 209 Water Main Extension Phase No. 1 Pay App #6. Odell stated that this project is about 95% complete. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

G. Lift Station No. 8 Relocation Project Pay App No. 6 for Marion Rock in the Amount of \$58,016.47

Utility Director Mark Odell presented a request for Lift Station No. 8 Relocation Project Pay App # 6 to Marion Rock. Odell stated that this project was close to being completed. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

H. RFQ #2023-03 Construction Manager at Risk Services for Wildwood WRF Expansion and BNR Improvements

Mayor Wolf read the request for RFQ # 2023-03 Construction Manager at Risk Services for Wildwood WRF Expansion and BNR Improvements. Staff is asking for Commission approval of the selection committee's choice of PC Construction and to authorize the city manager to enter into negotiations. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

- I. OLC Agreement for Design Services for the Recreation and Community Outreach Center in the Amount of \$28,400.00

Parks and Recreation Director Amanda Salazar presented a request for approval of the OLC Agreement for Design Services for the Recreation Community Outreach Center. Salazar stated that this was for Phase I of the project. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

9. General Items for Consideration/Discussion and Other Business

None.

10. Appointments

None.

11. City Manager Reports

A. Construction Projects Update

City Manager Jason McHugh stated that the Update on Construction Projects was all he had to present.

12. Other Department Reports

A. Finance End-of-Year Report

Assistant Chief Financial Officer Lynzey McClellan presented the Financial Year-End Report. McClellan stated that last year was the last year that revenue figure estimates were budgeted conservatively. McClellan stated that expenditures were under budget. City Manager McHugh stated that there may not be a need to finance the upcoming parking garage project. Utility revenues did exceed projections along with expenditures being under budget also. McClellan stated that, for the fifth year in a row, the finance department had received the Distinguished Budget Award.

13. Commission Members Reports

Commissioner Green stated that the current session of legislation had been working on workforce and affordable housing. Commissioner Elliott thanked City Attorney Joshua Bills for his presentation on Commission Meeting Conduct and Procedures.

14. City Attorney Reports

None.

15. Adjournment

The meeting adjourned at 9:50 a.m. No comments were offered or received. Vote 5-0.

RESULT:	Adjourned
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Susan Patterson, City Clerk

BY: _____
Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2104-001 Dr. Heydari Medical Office

REQUESTED ACTION: Special Magistrate recommends approval.

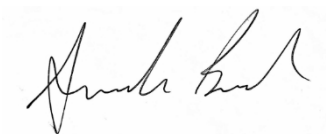
CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER	SP 2104-001 Dr. Heydari Medical Office
PARCEL NUMBER	G05-143
ACREAGE	1.38 +/-
PROPERTY LOCATION	The subject property is generally located north along Cleveland Ave, approximately 0.26 miles west of E C 462 and approximately 0.85 miles east of N Main St.
OWNER/APPLICANT	Heydari Holdings, LLC

Heydari Holdings, LLC is seeking approval from the City Commission for the construction of a three thousand seven hundred eighteen (3,718) sq ft medical office building.



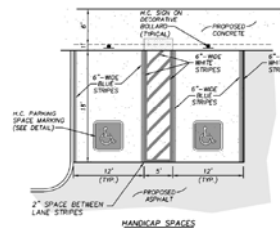
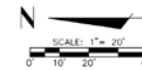
DATED: 03/06/2023
Amanda Bush
Planner, Development Services



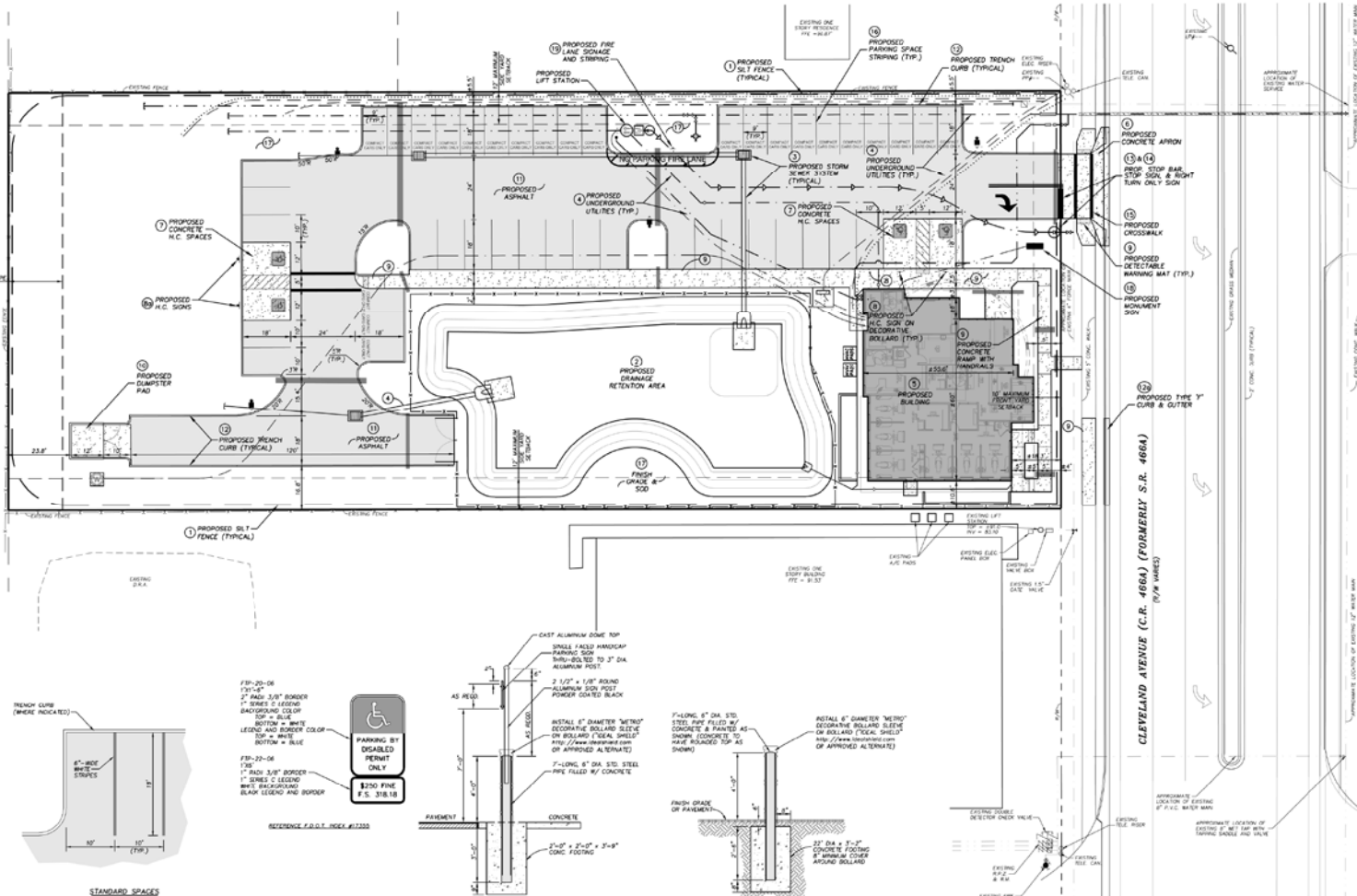
 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 210 420	LOCATION MAP SP 2104-001 DR. HEYDARI MEDICAL OFFICE PARCEL G05-143	
			APRIL 2021	MAP 1B

3. INSTALL EXISTING AND EXISTING INSULATION CONTAINING THE SRR/PP ON SHEET C7. SEE GENERAL NOTE 7 ON SHEET C1.
4. CONSTRUCT MANHOLE RETENTION AREA WITH SODDED SOLE SHOULDS AND BOTTOMS. SEE CONSTRUCTION NOTES ON SHEET C8.
5. INSTALL CONCRETE SLAB. SEE UTILITY PLAN ON SHEETS C4 FOR UTILITY CROSS SECTION DETAILS AND GENERAL NOTES.
6. INSTALL UNDERGROUND UTILITIES PERFORM, SANITARY, ELECTRIC ETC. SEE UTILITY PLAN ON SHEET C4 FOR NOTES, SPECIFICATIONS, ETC. NOT FULLY LAINED IN THIS SHEET FOR CLARITY.
7. CONSTRUCT C&T -STORY BUILDING. SEE GENERAL NOTE 3A. (BY FLOORING CONTRACTOR)
8. CONSTRUCT CONCRETE DRIVEWAY AND DRIVEWAY DRIVE CURB. SEE GENERAL NOTE 3B. (STANDARD FINISHES: #2500-AND #3500-)
9. CONSTRUCT C&T-THICK ASL FLOOR. CONCRETE C&T. CONCRETE (BELL HAS #2500) AND DRIVE "1" THICK CONCRETE (BELL HAS #3500). USE 18" DRUMS. SEE PARKING SPACE DETAILS ON SHEET C8.
10. INSTALL CONCRETE FILLER PILES. CONCRETE WITH DECATRATED BELL HAS AND OTHERS, WHERE APPLICABLE. SEE SLOPE. SEE PARKING SPACE DETAILS ON SHEET C8 AND SLOPE AND STRIVING NOTES ON SHEET C1.
11. INSTALL C&T. DRIVING ON HIGH POINT. SEE SLOPE AND STRIVING NOTES ON SHEET C1.
12. CONSTRUCT C&T-THICK CONCRETE SIDEWALK (1" THICK) AND ALL REQUIRED CURBS, RAMP, DRIVEWAY DRIVE CURB, DRIVEWAY DRIVE CURB, DRIVEWAY DRIVE CURB AND DRIVEWAY DRIVE CURB. SEE GENERAL NOTE 3B. (STANDARD FINISHES: #2500-AND #3500-)
13. CONSTRUCT CONCRETE SIDEWALK DETAILS ON SHEET C8.

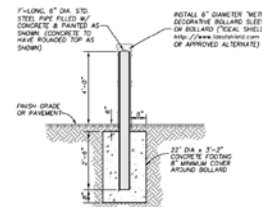
- ① CONSTRUCT CONCRETE DRAINAGE POND. SEE DETAIL ON SHEET 8.
- ② CONSTRUCT ASPHALT DRIVEWAY. SEE GENERAL NOTES 10 AND 13 AND CITY PLANS ON SHEETS 34 FOR DRIVEWAY LAYOUT. SEE DETAIL ON SHEET 10.
- ③ CONSTRUCT CONCRETE TRUNK CURB AND WALKWAY. SEE DETAIL ON SHEET 10. CONSTRUCT 6" CURB DRAINAGE FROM 1" SLOPE TO FILL AT ALL CURB ENDS.
- ④ CONSTRUCT TYPE 7.5" CLINER & 6" FILLER TO 10" STD. GRADE PLANS PAGES 830-831.
- ⑤ INSTALL 18" STOP SIGN AND STAKE. 4" WHITE STAKE BARE END INDICATES STOP BAR LOCATIONS. STOP BAR LOCATIONS SHOWN ON SHEET 11.
- ⑥ INSTALL 24"X36" STOP SIGN "RIGHT TURN ONLY" OVER ROAD SIGN AND STAKE. RIGHT TURN ARROW AND DOUBLE WHITE LINE SHOWN ON SHEET 11.
- ⑦ *worksheet (as applicable) indicates minimum number per 100' STD. GRADE PLANS PAGES 830-831.*
- ⑧ PAINT PARKING SPACE STRIPES. SEE PARKING SPACE DETAILS ON THIS SHEET AND STRIPPING STRIPES ON SHEET 12.
- ⑨ PAINT PARKING SPACE SIDE OF LANDSCAPE (AS APPLICABLE). ⑩ DISTURBED AREAS ON-SITE AND OFF-SITE. SEE GENERAL NOTES 12 AND 13 (LANDSCAPE PLAN BY MICHAEL PEARL AND ASSOCIATES, P.A.)
- ⑪ INSTALL MINIMUM SIGNAGE (BY LANDSCAPE PLAN). SEE CONTRACTOR TO OBTAIN CURRENT SERVICE CONTRACT FOR SIGNAGE.
- ⑫ PAINT YELLOW 2" TALL "NO PARKING FIRE LANE" TEXT AND 4" WIDE YELLOW STRIPES AS SHOWN AND LOCATED ON SHEET 11. SEE DETAIL ON SHEET 11.
- ⑬ PAINT RED 4" TALL "NO PARKING FIRE LANE" TEXT AND 4" WIDE YELLOW STRIPES ON SHEET 11.



PARKING SPACE DETAILS
(NOT TO SCALE)
STIPING TO BE BY SITE CONTRACTOR



HANDICAP SIGN & POST SUPPORT
NOT TO SCALE

ROLLARD DETAIL

LAYOUT PLAN		MASTROBERG ENGINEERING, INC CIVIL - ENVIRONMENTAL -		THREE PLANS ARE BEING PREPARED IN CONFORMANCE WITH F.A.C. 10-0-0-0-00000					
DR. HEYDARI MEDICAL OFFICE		110 SW 32ND PLACE OCALA, FL 34771		PAGLO MASTROBERG, P.E. FL REG. #58691		4. PRELIMINARY REVIEW		12-2-23	
C.R. 468A CLEVELAND AVENUE		CITY OF WILKWOOD, FLORIDA		FL REG. #58691		2. PRELIMINARY REVIEW		10-2-22	
DATE 12-01-23		DATE 12-01-23		DATE 12-01-23		1. PERMITTING ISSUE		04-2-21	
DRAWN BY SU		PAGLO MASTROBERG ENGINEERING, INC		P.E. CERT. OF AUTH. #25159		NO.		REVISION	
C003		0							
DR. HEYDARI MEDICAL OFFICE									
SHEET NO. 0									
DATE 12-01-23									
SCALE 1" = 30'									
DRAWN BY SU									
DATE 12-01-23									
C003									
0									
DR. HEYDARI MEDICAL OFFICE									
SHEET NO. 0									
DATE 12-01-23									
SCALE 1" = 30'									
DRAWN BY SU									
DATE 12-01-23									
C003									
0									
DR. HEYDARI MEDICAL OFFICE									

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, March 7, 2023, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the construction of a three thousand seven hundred eighteen (3,718) sq ft medical office building on 1.38 acres MOL. The subject property is generally located north along Cleveland Ave, approximately 0.26 miles west of E C 462 and approximately 0.85 miles east of N Main St.

Case: SP 2104-001 Dr. Heydari Medical Office

Parcel: G05-143

Owner/Applicant: Heydari Holdings, LLC

Under Land Development Regulation (LDR) § 1.7(B)(1), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed site plans.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 4.4, the Special Magistrate recommends approval.

Dated: March 7, 2023



Lindsay C.T. Holt
Special Magistrate, City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2203-011 Sunstop #351 - Wildwood

REQUESTED ACTION: Special Magistrate recommends approval.

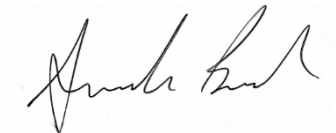
CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

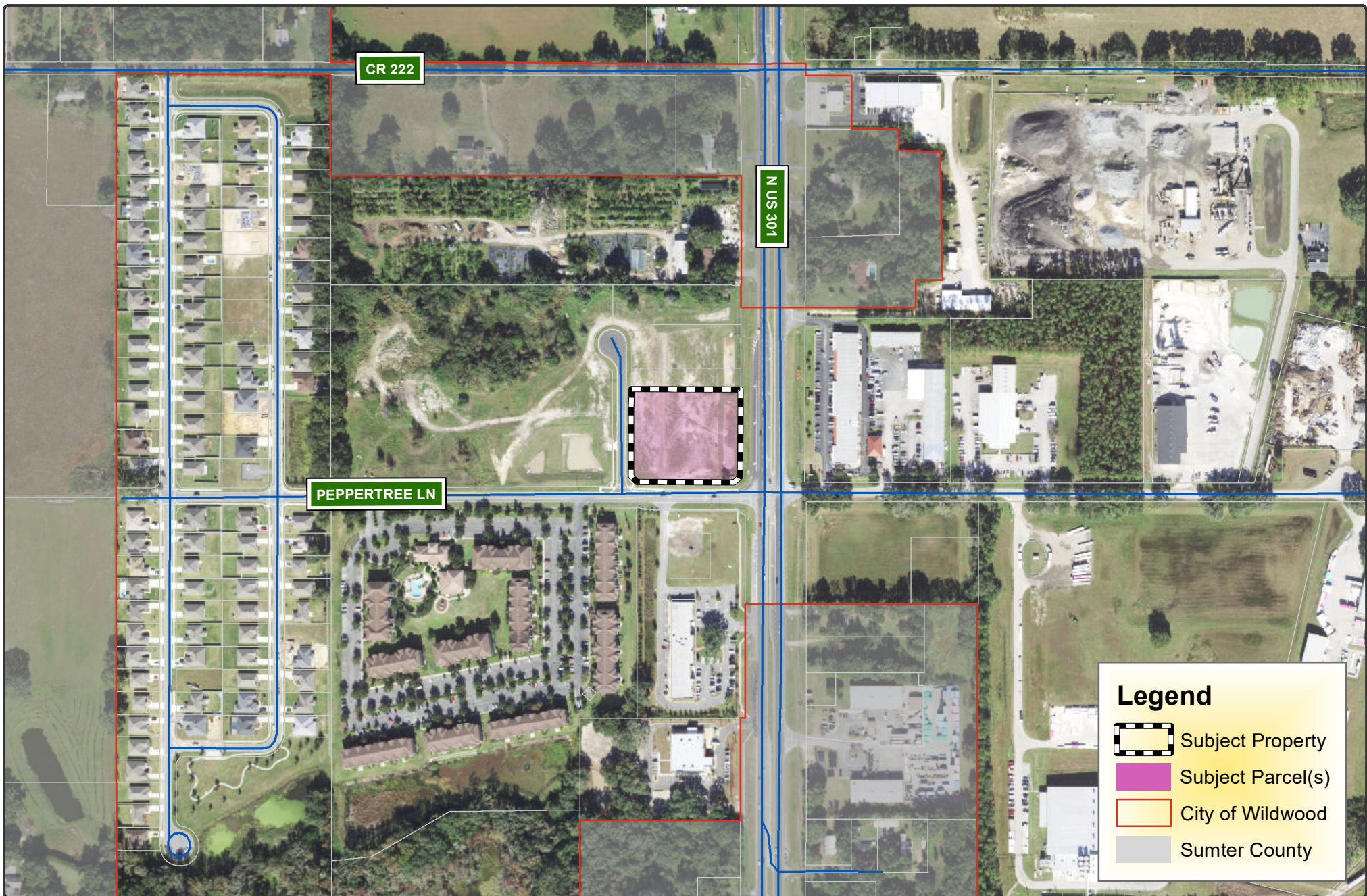
HISTORY/FACTS/ISSUES:

CASE NUMBER	SP 2203-011 Sunstop #351 - Wildwood
PARCEL NUMBER	D30D001
ACREAGE	2.21 +/-
PROPERTY LOCATION	The subject property is generally located on the northwest corner of N US 301 and Pepper Tree Lane, approximately 0.19 miles south of CR 222.
OWNER	Southwest Georgia Oil Company, Inc
APPLICANT	Darryl Boyett - Inland Stores

Darryl Boyett from Inland Stores is seeking approval from the City Commission for the construction of a twelve thousand four hundred ten (12,410) sq ft convenience store with a fuel station.



DATED: 03/06/2023
Amanda Bush
Planner, Development Services



Legend

-  Subject Property
-  Subject Parcel(s)
-  City of Wildwood
-  Sumter County



CITY OF WILDWOOD

100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



SP 2203-011

SUNSTOP #351 - WILDWOOD

PARCEL D30D001

MAP 1B

LOCATION
MAP

MARCH
2022

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, March 7, 2023, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the construction of a twelve thousand four hundred ten (12,410) sq ft convenience store with a fuel station, on 2.21 acres MOL. The subject property is generally located on the northwest corner of N US 301 and Pepper Tree Lane, approximately 0.19 miles south of CR 222.

Case: SP 2203-011 Sunstop #351 - Wildwood

Parcel: D30D001

Owner: Southwest Georgia Oil Company, Inc

Applicant: Darryl Boyett – Inland Stores

Under Land Development Regulation (LDR) § 1.7(B)(1), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed site plans.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 4.4, the Special Magistrate recommends approval.

Dated: March 7, 2023



Lindsay C.T. Holt
Special Magistrate, City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2204-006 Self Storage Wildwood

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

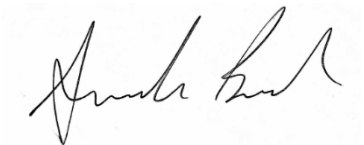
BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

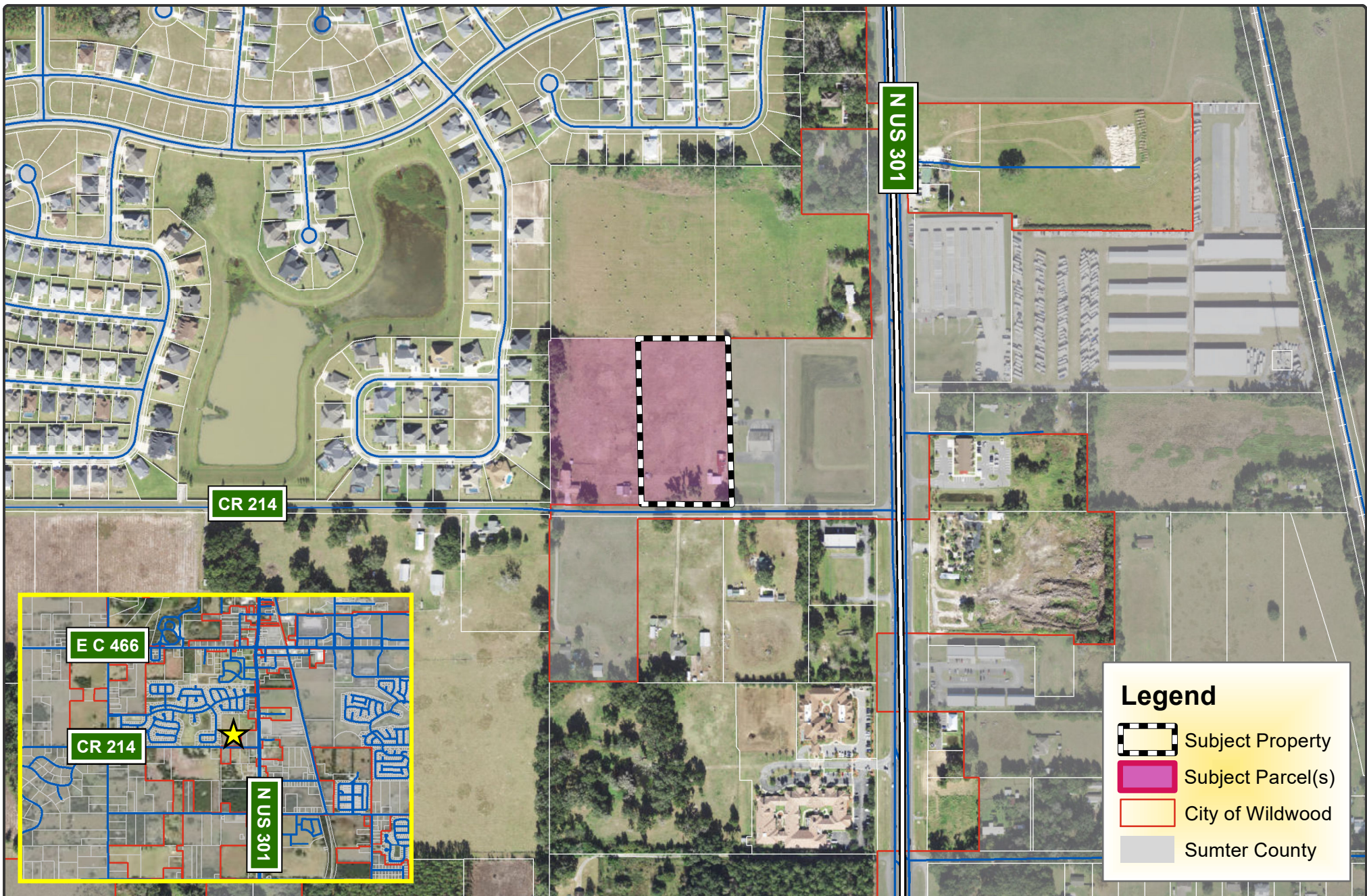
CASE NUMBER	SP 2204-006 Self Storage Wildwood
PARCELS	D18-044 & D18-215
ACREAGE	10.2277 +/-
PROPERTY LOCATION	The subject property is generally located north along CR 214, approximately 0.12 miles west of N US 301 and approximately 0.63 miles south of E C 466.
OWNER/APPLICANT	K2M Properties, LLC & Oxford Storage, LLLP

K2M Properties, LLC & Oxford Storage, LLLP is seeking approval from the City Commission for the construction of an eighty-nine thousand six hundred three (89,603) sq ft self-storage facility consisting of eight (8) storage buildings and an office building.

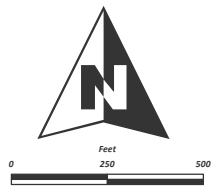
An agreement for the future installation of a pedestrian sidewalk along CR 214 has already been approved by the City Commission on February 13, 2023.



DATED: 03/06/2023
Amanda Bush
Planner, Development Services



**CITY OF
WILDWOOD**
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



SP 2204-006
SELF STORAGE WILDWOOD
PARCELS D18-044 & D18-215

MAP 1B
LOCATION
MAP
APRIL
2022

Prepared by and
after recording return to:

Shimel Law, P.A.
Chad A. Shimel, Esq.
1190 Business Center Drive, Suite 2000
Lake Mary, Florida 32746

AGREEMENT FOR THE FUTURE INSTALLATION OF PEDESTRIAN SIDEWALK

This Agreement for the Future Installation of Pedestrian Sidewalk ("Agreement") is made and entered into this 13 day of February 2023, between **OXFORD STORAGE, LLLP** ("Oxford Storage"), a Florida limited liability limited partnership or its successors and/or assigns, with its current address at 600 East Colonial Drive, Suite 100, Orlando, Florida 32803 and the **CITY OF WILDWOOD** ("City"), a Florida municipal corporation, with its current address at 100 North Main Street, Wildwood, Florida 34785.

WITNESSETH:

WHEREAS, Oxford Storage is the owner of that certain parcel of real estate located in Sumter County as particularly identified in Exhibit "A" (hereinafter referred to as the "Property").

WHEREAS, City is the owner of that public right-of-way along County Road 214 lying directly south and parallel to the Property (hereinafter referred to as the "Right-of-Way").

WHEREAS, the City has requested that Oxford Storage, its successors and/or assigns, agree to install a standard five-foot (5') pedestrian sidewalk in the public Right-of-Way which is parallel to the southern Three Hundred and Forty-Eight feet of the Property ("herein after the "Sidewalk"), at such time in the future as the City determines that the surrounding development warrants installation of the Sidewalk.

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the sufficiency of same being acknowledged, the parties hereto agree as follows:

1. The recitals above are true and correct and are incorporated herein by this reference.
2. Oxford Storage agrees that it will install the Sidewalk parallel to the southern Three Hundred and Forty-Eight feet (348') of the Property, at such time as the City determines that the surrounding development warrants installation of the Sidewalk. There shall be no obligation for Oxford Storage to install additional sidewalk beyond the east to west boundary lines of the Property.
3. The City agrees to provide Oxford Storage, its successors and/or assigns, written notice of its request for installation of the Sidewalk, upon receipt of which the owner of the Property shall have a commercially reasonable time to complete installation of the Sidewalk.
4. Installation of the Sidewalk shall be made in accordance with the applicable city and county laws, rules, standards, and regulations, and Oxford Storage shall obtain any and all governmental permits and/or approvals required to consummate the installation of the Sidewalk.
5. It is mutually understood by the parties that the Sidewalk shall only be required at such time that the need for the Sidewalk arises based on the surrounding development, as determined by the City.
6. The terms of this Agreement shall run with the land and be binding upon the future owners, heirs, executors, administrators, and assigns of the Property unless the Sidewalk has been install.

7. Upon installation of the Sidewalk this Agreement shall automatically terminate but the City agrees to execute and record a notice of satisfaction and termination of the Agreement in the public records of Sumter County, Florida, if so requested by any future owner of the Property.
8. All notices, requests, consents, and other communications hereunder shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service (e.g., Federal Express or UPS), to the other party, at the address set forth in the first paragraph of this Agreement, or such other address as the parties may specify by notice to the other party from time-to-time.
9. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
10. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

[The rest of this page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written above.

Oxford Storage, LLLP, a Florida limited liability limited partnership

By: JPK Partners, LLC, a Florida limited liability company, as Sole General Partner

By: [Signature]
Jacob M. Schrimsher, President

State of Florida
County of Orange

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20th day of January, 2023 by Jacob M. Schrimsher, President of JPK Partners, LLC, a Florida limited liability company, as Sole General Partner, of Oxford Storage, LLLP, a Florida limited liability limited partnership on behalf of the corporation and the partnership. He/she ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

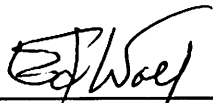
Printed Name: Wanda L. Penland

My Commission Expires: _____

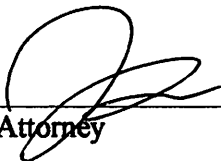


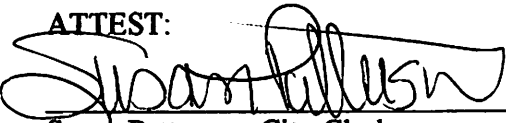
IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written above.

**CITY OF WILDWOOD, FLORIDA, a
Florida Municipal Corporation**

By: 
Title: Mayor
Date: 2-13, 2023

APPROVED AS TO FORM AND LEGALITY:


City Attorney

ATTEST:

Susan Patterson, City Clerk

APPROVED BY THE WILDWOOD CITY COMMISSION ON February 13, 2023

EXHIBIT A

Legal Description of the Property

A portion of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 18 South, Range 23 East, Sumter County, Florida; run thence N 00°04'52" E, along the West line of said Southeast 1/4 of the Southeast 1/4 of Section 18, a distance of 20.96 feet to the monumented North Right-of-Way line of County Road 214; thence S 89°40'26" E, along said monumented North Right-of-Way line, a distance of 348.65 feet for a Point of Beginning; thence N 01°07'11" W a distance of 641.02 feet to the North line of the South 1/2 of said Southeast 1/4 of the Southeast 1/4 of Section 18; thence S 89°42'43" E, along said North line a distance of 348.11 feet to the West line of the lands described in Official Records Book 1128, Page 743, Public Records of Sumter County, Florida; thence S 01°07'09" E, along said West line, a distance of 641.25 feet to a point on said monumented North Right-of-Way line of County Road 214; thence N 89°40'26" W, along said monumented North Right-of-Way line, a distance of 348.11 feet to the Point of Beginning.

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, March 7, 2023, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the construction of an eighty-nine thousand six hundred three (89,603) sq ft self-storage facility consisting of eight (8) storage buildings and an office building on 10.2277 acres, MOL. The subject property is generally located north along CR 124, approximately 0.12 miles west of N US 301, and approximately 0.63 miles south of E C 466.

Case: SP 2204-006 Self Wildwood Storage

Parcels: D18-044 & D18-215

Owner/Applicant: K2M Properties, LLC & Oxford Storage, LLLP

Under Land Development Regulation (LDR) § 1.7(B)(1), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed site plans.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 4.4, the Special Magistrate recommends approval.

Dated: March 7, 2023



Lindsay C.T. Holt
Special Magistrate, City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Generator Purchase for Lift Stations 3, 4, 10, 25, and 26 for the Amount of \$345,086.00

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: Ring Power
Effective Date:03/03/2023 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: This is an approved budgeted project in the 22/23 fiscal year budget.

HISTORY/FACTS/ISSUES:

Staff requests to purchase five (5) new onsite generators for lift stations #3, #4, #10, #25, and #26. The new generators will provide continuous, uninterrupted service and increase reliability during storm and emergency events. The generators are procured from Sourcewell Cooperative Pricing Agreement through Ring Power Caterpillar. Attached is a quote from Ring Power Ocala for the amount of \$345,086.00. Funds are available in account 401-535-6400 (Capital Improvements - Machinery & Equipment - Lift Station Generators).

Ring Power®**OLYMPIAN™
GENERATORS****Your North and Central Florida Caterpillar Dealer**

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
32000 Blue Star Hwy
Midway, FL 32343
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES**SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**DATE: **02.25.23**QUOTATION NO: **RB231176385.3-Sourcewell**

CUSTOMER NAME: City of Wildwood
ADDRESS: 1290 Industrial Loop
CITY/STATE/ZIP: Wildwood, FL 34785
PHONE: Office: 352-303-2638
Attn Mike Weaver

ESTIMATED SHIPPING LEAD TIME: Generators On Order to
Fulfill Project Needs. Pending Estimated Ship Date.
SHIPPING VIA/FOB: Jobsite
ESTIMATED SUBMITTAL LEAD TIME: 2 WEEKS
JOBSITE ADDRESS: TBD
CITY/STATE/ZIP: Wildwood FL 34785
PROJECT NAME: **Lift Station 3**

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
One (1) New Caterpillar D40 Diesel Engine Generator Set, 40kW, Rated Standby, 240V, Three Phase, UL2200 Equipped as Follows: • EMCP 4.2 Generator Controller • Block Heater • Electronic Governor • Alarms and Shutdowns • Generator Run Relay • Permanent Magnet-Excited • Battery: Wet with Cables ◦ Battery Charger: 10A • Generator Circuit Breaker 250 Amp • Enclosure Steel Sound Attenuated Level 1 • Internal Exhaust Silencer • Fuel Tank 48 Hour Sub-Base 255 Gallon With Rupture Basin • Color: Cat White Enclosure Black Base Tank.		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: _____

Rainer Berry

Rainer Berry, EPG Sales Central FL

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- **No sales tax is included.**
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- **Ring Power requires a purchase order to secure this sales agreement.**

Quote No. **RB231176385.3-Sourcewell**

Ring Power®**OLYMPIAN™
GENERATORS****Your North and Central Florida Caterpillar Dealer**

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
32000 Blue Star Hwy
Midway, FL 32343
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES**SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**DATE: **02.25.23**QUOTATION NO: **RB231176385.5-Sourcewell**

CUSTOMER NAME: City of Wildwood
ADDRESS: 1290 Industrial Loop
CITY/STATE/ZIP: Wildwood, FL 34785
PHONE: Office: 352-303-2638
Attn Mike Weaver

ESTIMATED SHIPPING LEAD TIME: Generators On Order to
Fulfill Project Needs. Pending Estimated Ship Date.

SHIPPING VIA/FOB: Jobsite

ESTIMATED SUBMITTAL LEAD TIME: 2 WEEKS

JOBSITE ADDRESS: TBD

CITY/STATE/ZIP: Wildwood FL 34785

PROJECT NAME: **Lift Station 4****TERMS:** Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
One (1) New Caterpillar D40 Diesel Engine Generator Set, 40kW, Rated Standby, 240V, Three Phase, UL2200 Equipped as Follows: • EMCP 4.2 Generator Controller • Block Heater • Electronic Governor • Alarms and Shutdowns • Generator Run Relay • Permanent Magnet-Excited • Battery: Wet with Cables ◦ Battery Charger: 10A • Generator Circuit Breaker 250 Amp • Enclosure Steel Sound Attenuated Level 1 • Internal Exhaust Silencer • Fuel Tank 48 Hour Sub-Base 255 Gallon With Rupture Basin • Color: Cat White Enclosure Black Base Tank.		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: _____

Rainer Berry

Rainer Berry. EPG Sales Central FL

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- **No sales tax is included.**
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- **Ring Power requires a purchase order to secure this sales agreement.**

Quote No. **RB231176385.4-Sourcewell**

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<u>5 Year Platinum Plus Caterpillar ECS</u> One (1) Automatic Transfer Switch 104 Amp 3 Pole 240V - Open Transition - NON-Service Entrance Rated. - Enclosure Nema 304 Stainless Steel - Programmable Engine Exerciser Installation: Electrically install new equipment using local electrical contractor. (Permits included). Mount & Install ATS to lineup. Pre-formed Generator pad deliver and set. Generator to be delivered and off loaded onto pad. Start-up: Perform Required Caterpillar Commissioning. Perform a 2 Hour Generator Full Load Test. Perform a System Building Customer Witness Transfer Test. Basic Customer Instruction is Included. O&M's One (1) Set of Operation and Maintenance Manuals TOTAL NET COST FOR ABOVE NOTES: ELECTRICAL AND MECHANICAL INSTALLATION IS INCLUDED. LOCAL FREIGHT IS INCLUDED. OFF-LOADING IS INCLUDED. NO SPECIFICATIONS WERE PROVIDED FOR THIS PROPOSAL. CURRENT PRODUCT LEAD TIME IS NOTED ABOVE IN WEEKS BUT IS SUBJECT TO CHANGE ACCORDING TO FACTORY AVAILABILITY. NO FUEL IS PROVIDED NOTHING OTHER THAN WHAT IS QUOTED ABOVE WILL BE PROVIDED NETA TESTING TO BE PROVIDED BY OTHERS No certifications will be provided as to the sizing. If Required coordination study to be completed by others Comments: Customer Loads, 2 X 3 HP pumps starting lead, lag and across the line. Sourcewell Formally – National Joint Powers Alliance Contract #120617-CAT Customer Sourcewell Contract Number 18981 Notice to Buyer: The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."	\$69,928.00	\$69,928.00

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32000 Blue Star Hwy
Midway, FL 32343
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES**SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**DATE: **02.25.23**QUOTATION NO: **RB231176385.4-Sourcewell**

CUSTOMER NAME: City of Wildwood
ADDRESS: 1290 Industrial Loop
CITY/STATE/ZIP: Wildwood, FL 34785
PHONE: Office: 352-303-2638
Attn Mike Weaver

ESTIMATED SHIPPING LEAD TIME: Generators On Order to
Fulfill Project Needs. Pending Estimated Ship Date.
SHIPPING VIA/FOB: Jobsite
ESTIMATED SUBMITTAL LEAD TIME: 2 WEEKS
JOBSITE ADDRESS: TBD
CITY/STATE/ZIP: Wildwood FL 34785
PROJECT NAME: **Lift Station 10**

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
One (1) New Caterpillar D40 Diesel Engine Generator Set, 40kW, Rated Standby, 240V, Three Phase, UL2200 Equipped as Follows: • EMCP 4.2 Generator Controller • Block Heater • Electronic Governor • Alarms and Shutdowns • Generator Run Relay • Permanent Magnet-Excited • Battery: Wet with Cables ◦ Battery Charger: 10A • Generator Circuit Breaker 250 Amp • Enclosure Steel Sound Attenuated Level 1 • Internal Exhaust Silencer • Fuel Tank 48 Hour Sub-Base 255 Gallon With Rupture Basin • Color: Cat White Enclosure Black Base Tank.		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: _____

Rainer Berry

Rainer Berry. EPG Sales Central FL

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- **No sales tax is included.**
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- **Ring Power requires a purchase order to secure this sales agreement.**

Quote No. **RB231176385.4-Sourcewell**

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<u>5 Year Platinum Plus Caterpillar ECS</u> One (1) Automatic Transfer Switch 104 Amp 3 Pole 240V - Open Transition - NON-Service Entrance Rated. - Enclosure Nema 304 Stainless Steel - Programmable Engine Exerciser Installation: Electrically install new equipment using local electrical contractor. (Permits included). Mount & Install ATS to lineup. Pre-formed Generator pad deliver and set. Generator to be delivered and off loaded onto pad. Start-up: Perform Required Caterpillar Commissioning. Perform a 2 Hour Generator Full Load Test. Perform a System Building Customer Witness Transfer Test. Basic Customer Instruction is Included. O&M's One (1) Set of Operation and Maintenance Manuals TOTAL NET COST FOR ABOVE NOTES: ELECTRICAL AND MECHANICAL INSTALLATION IS INCLUDED. LOCAL FREIGHT IS INCLUDED. OFF-LOADING IS INCLUDED. NO SPECIFICATIONS WERE PROVIDED FOR THIS PROPOSAL. CURRENT PRODUCT LEAD TIME IS NOTED ABOVE IN WEEKS BUT IS SUBJECT TO CHANGE ACCORDING TO FACTORY AVAILABILITY. NO FUEL IS PROVIDED NOTHING OTHER THAN WHAT IS QUOTED ABOVE WILL BE PROVIDED NETA TESTING TO BE PROVIDED BY OTHERS No certifications will be provided as to the sizing. If Required coordination study to be completed by others Comments: Customer Loads, 2 X 7-1/2 HP pumps starting lead, lag and across the line. Sourcewell Formally – National Joint Powers Alliance Contract #120617-CAT Customer Sourcewell Contract Number 18981 Notice to Buyer: The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."	\$69,404.00	\$69,404.00

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407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES**SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**DATE: **02.25.23**QUOTATION NO: **RB231176385.1-Sourcewell**

CUSTOMER NAME: City of Wildwood
ADDRESS: 1290 Industrial Loop
CITY/STATE/ZIP: Wildwood, FL 34785
PHONE: Office: 352-303-2638
Attn Mike Weaver

ESTIMATED SHIPPING LEAD TIME: Generators On Order to
Fulfill Project Needs. Pending Estimated Ship Date.

SHIPPING VIA/FOB: Jobsite

ESTIMATED SUBMITTAL LEAD TIME: 2 WEEKS

JOBSITE ADDRESS: TBD

CITY/STATE/ZIP: Wildwood FL 34785

PROJECT NAME: **Lift Station 25****TERMS:** Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
One (1) New Caterpillar D40 Diesel Engine Generator Set, 40kW, Rated Standby, 240V, Single Phase, UL2200 Equipped as Follows: • EMCP 4.2 Generator Controller • Block Heater • Electronic Governor • Alarms and Shutdowns • Generator Run Relay • Permanent Magnet-Excited • Battery: Wet with Cables ◦ Battery Charger: 10A • Generator Circuit Breaker 250 Amp • Enclosure Steel Sound Attenuated Level 1 • Internal Exhaust Silencer • Fuel Tank 48 Hour Sub-Base 255 Gallon With Rupture Basin • Color: Cat White Enclosure Black Base Tank.		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: _____

Rainer Berry

Rainer Berry, EPG Sales Central FL

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- **No sales tax is included.**
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- **Ring Power requires a purchase order to secure this sales agreement.**

Quote No. **RB231176385.1-Sourcewell**

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407-855-6195

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9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES**SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**DATE: **02.25.23**QUOTATION NO: **RB231176385.2-Sourcewell**

CUSTOMER NAME: City of Wildwood
ADDRESS: 1290 Industrial Loop
CITY/STATE/ZIP: Wildwood, FL 34785
PHONE: Office: 352-303-2638
Attn Mike Weaver

ESTIMATED SHIPPING LEAD TIME: Generators On Order to
Fulfill Project Needs. Pending Estimated Ship Date.
SHIPPING VIA/FOB: Jobsite
ESTIMATED SUBMITTAL LEAD TIME: 2 WEEKS
JOBSITE ADDRESS: TBD
CITY/STATE/ZIP: Wildwood FL 34785
PROJECT NAME: **Lift Station 26**

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
One (1) New Caterpillar D40 Diesel Engine Generator Set, 40kW, Rated Standby, 240V, Single Phase , UL2200 Equipped as Follows: • EMCP 4.2 Generator Controller • Block Heater • Electronic Governor • Alarms and Shutdowns • Generator Run Relay • Permanent Magnet-Excited • Battery: Wet with Cables ◦ Battery Charger: 10A • Generator Circuit Breaker 250 Amp • Enclosure Steel Sound Attenuated Level 1 • Internal Exhaust Silencer • Fuel Tank 48 Hour Sub-Base 255 Gallon With Rupture Basin • Color: Cat White Enclosure Black Base Tank.		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: _____

Rainer Berry

Rainer Berry, EPG Sales Central FL

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- **No sales tax is included.**
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- **Ring Power requires a purchase order to secure this sales agreement.**

Quote No. **RB231176385.2-Sourcewell**

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: AN 2212-001 Stick and Stone Project

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

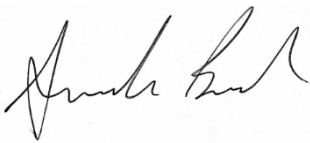
HISTORY/FACTS/ISSUES:

The applicant and owner, Danon Slinkard, has submitted a voluntary annexation application for parcel D30-026. The property to be annexed totals 0.33 acres MOL and is located west along N US 301, approximately 0.62 miles south of CR 222, and approximately 0.36 miles north of C 462E in section 30, township 18 south, range 23 east.

Annexation into the City is appropriate because the property is contiguous to the City of Wildwood limits and within the City's Joint Planning Area with Sumter County, which allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of a "pocket" or "enclave."

The applicant is annexing for future development along with parcel D20-030, a property abutting south and currently within the City's municipal boundary.

City water and sewer are available for the subject property. The applicant will work with the City of Wildwood Utility Department to connect to water and sewer services.



Amanda Bush
Planner, Development Services

ORDINANCE NO. O2023-6

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.33 ACRES LOCATED WEST ALONG N US 301, APPROXIMATELY 0.62 MILES SOUTH OF CR 222 AND APPROXIMATELY 0.36 MILES NORTH OF C 462 E, IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Based upon the petition of the owner of the following described real property, which is approximately located west along N US 301, approximately 0.62 miles south of CR 222 and approximately 0.36 miles north of C 462 E, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Danon J. Slinkard, Trustee of Blue Water Trust UTD 5/11/20, is more particularly described as follows:

Parcel D30-026

Danon J. Slinkard, Trustee of Blue Water Trust UTD 5/11/20

0.33 +/-

LEGAL DESCRIPTION

BEGIN 50 FEET WEST AND 630 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE RUN

SOUTH 105 FEET, THENCE WEST 420 FEET, THENCE NORTH 105 FEET, THENCE EAST 420 FEET TO THE POINT OF BEGINNING; LESS ROAD RIGHT-OF-WAY ALSO LESS THAT PORTION DEEDED TO THE STATE OF FLORIDA FOR WATER RETENTION AREA IN OFFICIAL RECORDS BOOK 154, PAGE 41 AND CORRECTED IN OFFICIAL RECORDS BOOK 155, PAGE 800, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SECTION 2. All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 6. If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect

SECTION 7. This Ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

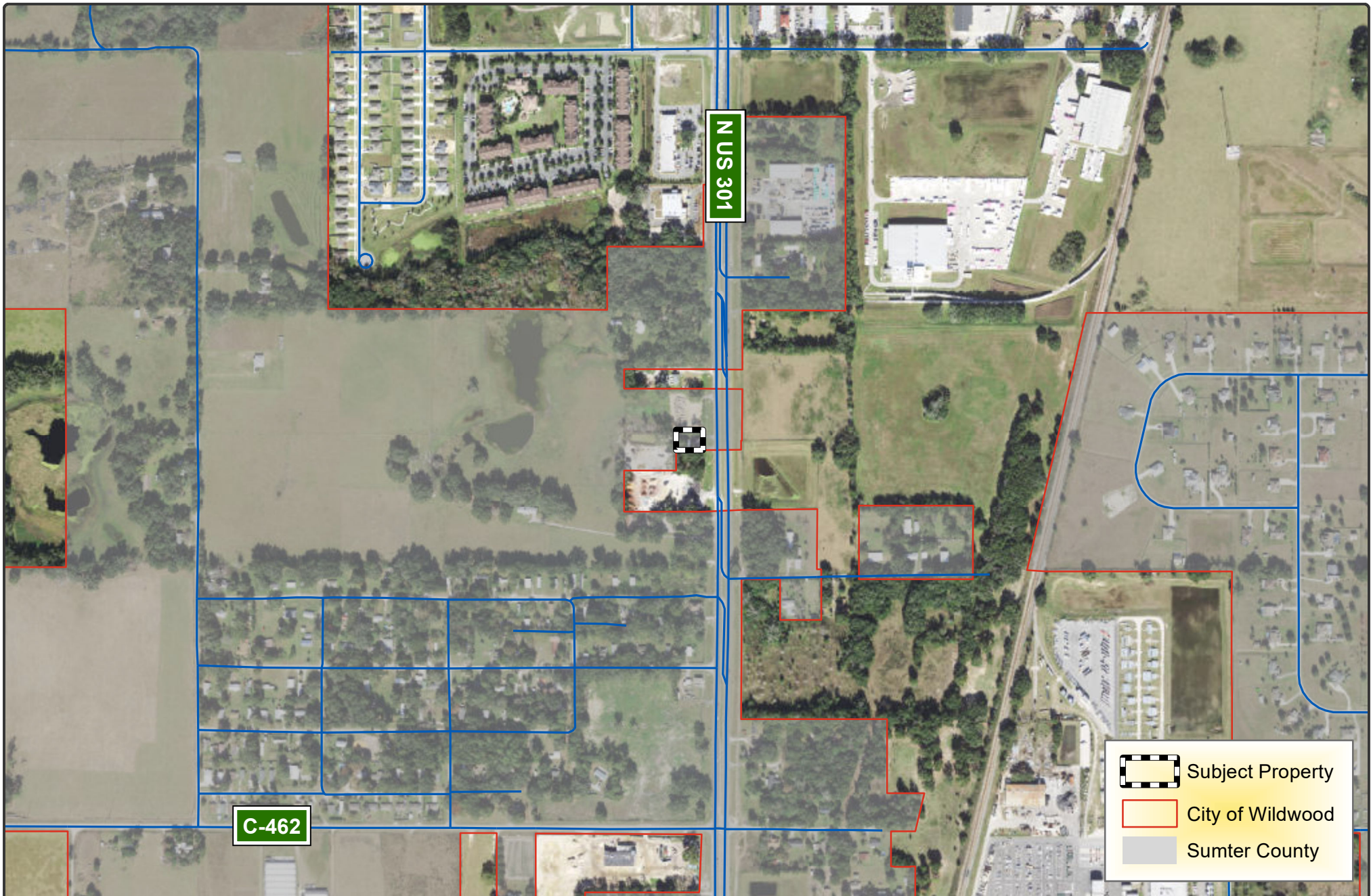
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

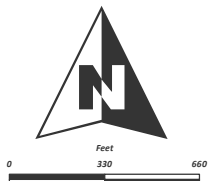
Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



AN 2212-001

STICK AND STONE PROJECT

PARCEL D30-026

MAP 1B

**LOCATION
MAP**

**DECEMBER
2022**

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2302-001 RMC Wildwood Ready Mix Plant

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2302-001 RMC Wildwood Ready Mix Plant
Ordinance #	O2023-8
Applicant	Adam Freeman
Owner	RMC Wildwood LLC
Property Location	Located west along the intersection of NE 82 nd Ave and NE 44 th Dr, approximately 0.25 miles east of N US 301
Parcel Number(s)	D32-172
Date	02/27/2023

The applicant seeks a favorable recommendation from the City Commission for a Zoning Map Amendment to change the zoning M-1 (City) to M-2 (City) for the parcels listed above on 7.4 acres MOL.

Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), staff believes the zoning change should be granted based on the following criteria:

(a) Whether the proposed change is consistent with the comprehensive plan:

The proposed amendment is consistent with the policies of the Comprehensive Plan. The Industrial (M-2) zoning designation within the 2050 Comprehensive Plan is intended to accommodate a wide range of industrial uses. As a non-residential land use under FLU Policy 1.1.1.c. any Industrial development is granted a maximum intensity of 0.5 FAR (floor area ratio) or 70% ISR (impervious surface ratio). Policy 1.2.8.I. states that land uses must “maintain compatibility with adjacent land uses through the use of design standards to make uses compatible with one another”. As the existing land use is already Industrial, and the desired zoning change is from light industrial (M-1) to heavier industrial (M-2), there will be little change to the existing property but allow applicant access to a wider range of permitted uses. This directly relates to FLU Objective 1.4 of the 2050 Comprehensive Plan, which states “The city shall cultivate an environment which fosters, supports, and champions economic growth and development activities”. The applicant’s proposed use of the property will assist in providing the raw materials that feed future economic growth within and around the city, as stated in the language of Objective 1.4.

The proposed zoning change is minimal, changing the already existing zoning to allow for additional uses. This change is unlikely to affect the surrounding parcels which are of similar

land uses but will help achieve economic growth objectives set forth within the 2050 Comprehensive plan.

(b) The existing land use pattern of the surrounding area;

The proposed rezoning to M-2 is compatible with the existing land use pattern in this area and would abide by Policies 1.2.8.I., and 1.2.8.a. which covers the need to maintain compatibility with adjacent land uses and would contribute to a mix of land uses which are compatible. The proposed development states that it will encompass approximately 7.4 acres, for the purposes of constructing a concrete batch plant. With the applicant's parcel bordering existing industrial parcels both to the east, west, and north.

(c) The possibility of adversely affecting public facilities such as schools, utilities, streets, etc;

Schools: The development is projected to not add any students to Wildwood Schools.

Potable Water & Sewer: The subject properties are in an existing demand service area according to the 2019 Utility Master Plan. The applicant/owner will need to work with City utilities at the site plan stage to connect to City water and sewer.

Streets: Access to the site is proposed via NE 82nd Ave.

(d) Whether changed or changing conditions make the passage of the proposed amendment necessary;

The surrounding area is primarily made up of existing industrial developments. The subject parcel possesses a city zoning designation of M-1, similar to that of nearby parcels. This change would conform with Policy 1.2.8.I. and Objective 1.4 of the 2050 Comprehensive Plan in the Future Land Use Element section. The rezoning is necessary to accommodate the proposed use of the property and to bring the property into compliance with the proposed Future Land Use designation.

(e) Whether the proposed change will create or excessively increase traffic congestion or otherwise be a detriment to public safety;

The proposed rezoning to M-2 is estimated to generate approximately 3.37 average daily trips. Similar to the estimated 4.87 daily trips per 1,000 sf that exists under the current M-1 designation. The difference in traffic due to the zoning change is anticipated to have no significant impact on traffic generated from this parcel, or as a detriment to public safety.

(f) Whether the proposed change will be a deterrent to the improvement or development of adjacent property;

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Parcels along NE 44th Dr and NE 82nd Ave are of a similar zoning designation, primarily industrial land uses within the city jurisdiction. Separately, properties that remain in Sumter County's jurisdiction are allowed to develop according to their jurisdiction's future land use and zoning designations.

**ZONING DESIGNATION
SURROUNDING PROPERTIES**

NORTH	M-1 (CITY)
SOUTH	RR1 & R2M (COUNTY) M-1 (CITY)
EAST	M-1 (CITY)
WEST	M-1 (CITY)

If approved, the applicant will be required to submit a site plan to the city prior to development. The site plan will need to follow all requirements as established in the City's Land Development Regulations, Design District Standards, and Planned Development Agreement.



Shaun Raja,
Planner I, Development Services

ORDINANCE NO. O2023-8

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA;
PROPOSING A ZONING MAP AMENDMENT TO THE
OFFICIAL ZONING MAP IN ACCORDANCE WITH
SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT
REGULATIONS; PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICT; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the Official Zoning Map of said City, to include a rezoning of real property described as follows, to-wit:

Parcel(s) D32-172
RMC Wildwood LLC (Owner)
7.4 Acres +/-

LEGAL DESCRIPTION:

A parcel of land lying and being in the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being more particularly described as follows:

BEGIN at a point marking the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida; thence coincident with the North boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 32, N 89°58'31" E a distance of 460.22 feet to the Northerly boundary of lands described in Official Records Book 2327, Page 732 of the Public Records of Sumter County, Florida; thence departing said North boundary, coincident with said Northerly boundary the following two (2) courses: 1.) S 00°07'11" W a distance of 710.53 feet; 2.) thence S 89°54'11" W a distance of 460.15 feet to a point coincident with the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 32; thence departing said Northerly boundary, coincident with said West boundary, N 00°06'52" E a distance of 711.12 feet to the POINT OF BEGINNING.

Non-Exclusive Easement Interest Parcel 1: Appurtenant Easement recorded in O.R. Book 2136, Page 453, Public Records of Sumter County, Florida, more particularly described as follows:

That land lying in Section 32, Township 18 South, Range 23 East, Sumter County, Florida, described as follows: From the Northeast corner of the Southwest 1/4 of said Section 32, run N 89°41'28" W, along the North line of said Southwest 1/4 a distance of 799.52 feet to the Easterly boundary of an easement as described in Official Records Book 1227, Page 648, Public Records of Sumter County, Florida; thence along said Easterly boundary the following courses: S 00°30'34" W, 6.60 feet; thence S 03°09'17" W, 95.04 feet; thence S 00°30'03" W, 520.20 feet to the Southeast corner of said easement and the Point of Beginning; thence departing said Easterly boundary, continue S 00°30'03" W, 655.54 feet to the point of curvature of a curve concave Northeasterly and having a radius of 25.00 feet; thence Southeasterly along the arc thereof through a central angle of 90°00'00" a distance of 39.27 feet; thence S 89°29'57" E, 234.23 feet to the point of curvature of a curve concave Northwesterly and along a radius of 25.00 feet; thence Northeasterly along the arc thereof through a central angle of 49°42'31", a distance of 21.69 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 60.00 feet; thence Southerly along the arc of said curve through a central angle of 279°21'34", a distance of 292.54 feet to the point of reverse curvature of a curve concave Southwesterly and having a radius of 25.00 feet; thence Northwesterly along the arc of said curve through a central angle of 49°39'04", a distance of 21.66 feet; thence N 89°29'57" W, 234.28 feet to the point of curvature of curve concave Southeasterly and having a radius of 25.00 feet; thence Southwesterly along the arc thereof through a central angle of 90°00'00", a distance of 39.27 feet; thence S 00°30'03" W, 50.00 feet; thence N 89°29'57" W, 60.00 feet; thence N 00°30'03" E, 815.54 feet; thence S 89°29'57" E, 60.00 feet to the Point of Beginning.

Non-Exclusive Easement Interest Parcel 2:

Together with the non-exclusive easement rights as described in that certain Private Road and Utility Easement Agreement recorded in Official Records Book 1116, Page 231, of the Public Records of Sumter County, Florida, more particularly described as follows:

A 60.00 foot wide strip of land lying in the NW1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, said strip being bounded on the North by the South Right-of-Way line of County Road No. 462 and bounded on the South by the South line of said NW1/4 of Section 32, the centerline of said strip being described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 32; thence N 89°59'11" W, along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 32, a distance of 630.81 feet; thence S 02°11'48" E, 15.07

feet to a point on the Southerly Right-of-Way line of Highway S-462, formerly known as State Road No. C-462 per State of Florida Department of Transportation Right-of-Way Map Section 18505-2601; thence run N 88°25'00" W along said Southerly Right-of-Way line a distance of 108.72 feet to a point of curvature, said curve being concave Southerly with a radius of 2831.93 feet; thence run an arc distance of 161.08 feet along said Southerly Right-of-Way line, said arc having a central angle of 03°15'32", a tangent distance of 80.56 feet, a chord distance of 161.06 feet and a chord bearing of S 89°57'13" W; thence continue along said curve, through a central angle of 00°11'58", an arc distance of 9.85 feet; thence S 88°07'30" W, 20.14 feet to the point of beginning of the centerline of aforesaid 60.00 foot wide strip of land; thence S 00°09'12" W, along a line 30.00 feet West of and parallel with the East line, and its Southerly extension, of that land described in Official Records Book 988, Page 708, of the Public Records of Sumter County, Florida, 594.25 feet to the point of curvature of a curve concave Easterly and having a radius of 500.00 feet; thence Southerly along the arc of said curve through a central angle of 25°53'49", an arc distance of 225.99 feet to the point of reverse curvature of a curve concave Westerly and having a radius of 500.00 feet; thence Southerly along the arc of said curve through a central angle of 25°53'49", an arc distance of 225.99 feet to a point 30.00 feet (by perpendicular measurement) West of the West line of those lands described in Official Records Book 535, Page 273, Public Records of Sumter County, Florida; thence S 00°09'12" W, parallel with said West line 273.59 feet to a point on the South line of the NW1/4 of said Section 32, said point also being the point of terminus of this centerline description

Non-Exclusive Easement Interest Parcel 3:

Together with the non-exclusive easement rights as described in that certain Grant of Appurtenant Easement Agreement recorded in Official Records Book 1690, Page 104, of the Public Records of Sumter County, Florida, more particularly described as follows:

That portion of the North 35.00 feet of the Northeast 1/4 of the Southwest 1/4 lying East of the Westerly line of that 60.00 foot strip of land described in Official Records Book 1227, Page 659, Public Records of Sumter County, Florida, LESS the East 626.13 feet thereof. All being in Section 32, Township 16 South, Range 23 East, Sumter County, Florida.

Non-Exclusive Easement Interest Parcel 4:

Together with the non-exclusive easement rights as described in that certain Grant of Appurtenant Easement Agreement recorded in Official Records Book 1227, Page 648, of the Public Records of Sumter County, Florida, more particularly described as follows:

Retention Pond Tract: A parcel of land lying in the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being described as follows:

Begin at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 32; thence S 89°39'01" E, along the North line of the Southeast 1/4, of the Southwest 1/4 of said Section 32, a distance of 25.42 feet; thence S 04°31'00" E, 219.15 feet; thence S 05°26'24" E, 414.68 feet; thence S 89°31'07" E, 24.84 feet; thence S 00°31'50" E, 89.01 feet; thence S 89°47'49" E, 346.11 feet; thence S 00°30'03" W, 258.20 feet; thence S 89°29'57" E, 60.00 feet; thence N 00°30'03" E, 232.03 feet; thence S 89°36'56" E, 733.40 feet; thence S 00°30'55" W, 205.32 feet; thence N 89°36'31" W, 145.16 feet; thence S 00°25'25" W, 147.93 feet; thence N 89°36'56" W, 86.73 feet; thence S 87°52'01" W, 502.19 feet; thence N 00°30'03" E, 103.26 feet; thence N 89°29'57" W, 60.00 feet; thence S 00°30'03" W, 237.35 feet; thence N 89°41'00" W, 100.58 feet; thence S 00°23'30" W, 65.75 feet to the South line of the Southwest 1/4 of said Section 32; thence N 89°16'30" W, along said South line 359.16 feet to the West line of the East 1/2 of the Southwest 1/4 of said Section 32; thence N 00°28'53" E along said West line 1,320.19 feet to the Point of Beginning.

LESS

Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 32; thence S 89°39'10" E, along the North line of the Southeast 1/4, of the Southwest 1/4 of said Section 32, a distance of 25.42 feet; thence S 04°31'00" E, 219.15 feet; thence S 05°26'24" E, 414.68 feet; thence S 89°31'07" E, 24.84 feet; thence S 00°31'50" E, 89.01 feet; thence S 89°47'49" E, 346.11 feet; thence S 00°30'03" W, 258.20 feet to the Point of Beginning; thence S 89°29'57" E, 60.00 feet; thence S 00°30'03" W, 40.00 feet; thence N 89°29'57" W, 60.00 feet; thence N 00°30'03" E, 40.00' to the Point of Beginning.

Easement No 1: Easement for ingress, egress, utilities and drainage over, across and upon the following described lands:

A parcel of land being a portion of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being described as follows:

Commence at the Northeast corner of the Southwest 1/4 of said Section 32; thence N 89°41'28" W, along the North line of the said Southwest 1/4 a distance of 799.52 feet to the Point of Beginning; thence departing said North line run S 00°30'34" W, 5.60 feet; thence S 03°09'17" W, 95.04 feet; thence S 00°30'03" W, 520.20 feet; thence N

89°29'57" W, 60.00 feet; thence N 00°30'03" E, 521.59 feet; thence N 03°09'17" E, 95.04 feet; thence N 00°30'34" E, 5.00 feet to a point on the aforesaid North line; thence S 89°41'28" E, along the said North line a distance of 60.00 feet to the Point of Beginning.

Drainage Easement No 4: A parcel of land lying in the Southwest 1/4 of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, being described as follows:

Commencing at the Northeast corner of the said Southwest 1/4; thence N 89°41'28" W, along the North line of the Southwest 1/4 of said Section 32 a distance of 799.52 feet; thence departing said North line, S 00°30'34" W, 6.60 feet; thence S 03°09'17" W, 95.04 feet; thence S 00°30'03" W, 2,196.64 feet to the Point of Beginning; thence continue S 00°30'03" W along said line, a distance of 40.00 feet; thence N 89°29'57" W, 60.00 feet; thence N 00°30'03" E, 40.00 feet; thence S 89°29'57" E, 60.00 feet to the Point of Beginning.

THE ABOVE PARCEL CONTAINS 7.4 ACRES MORE OR LESS.

This property is to be reclassified from M-1 (City) to M-2 (City) containing 7.4 acres, more or less;

AND WHEREAS, the rezoning is consistent with the City's Comprehensive Plan and Land Development Regulations.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. The Official Zoning Map of the City of Wildwood, Florida is hereby amended to include the above-referenced property as indicated above. The amendment to the Official Zoning Map is attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 2. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

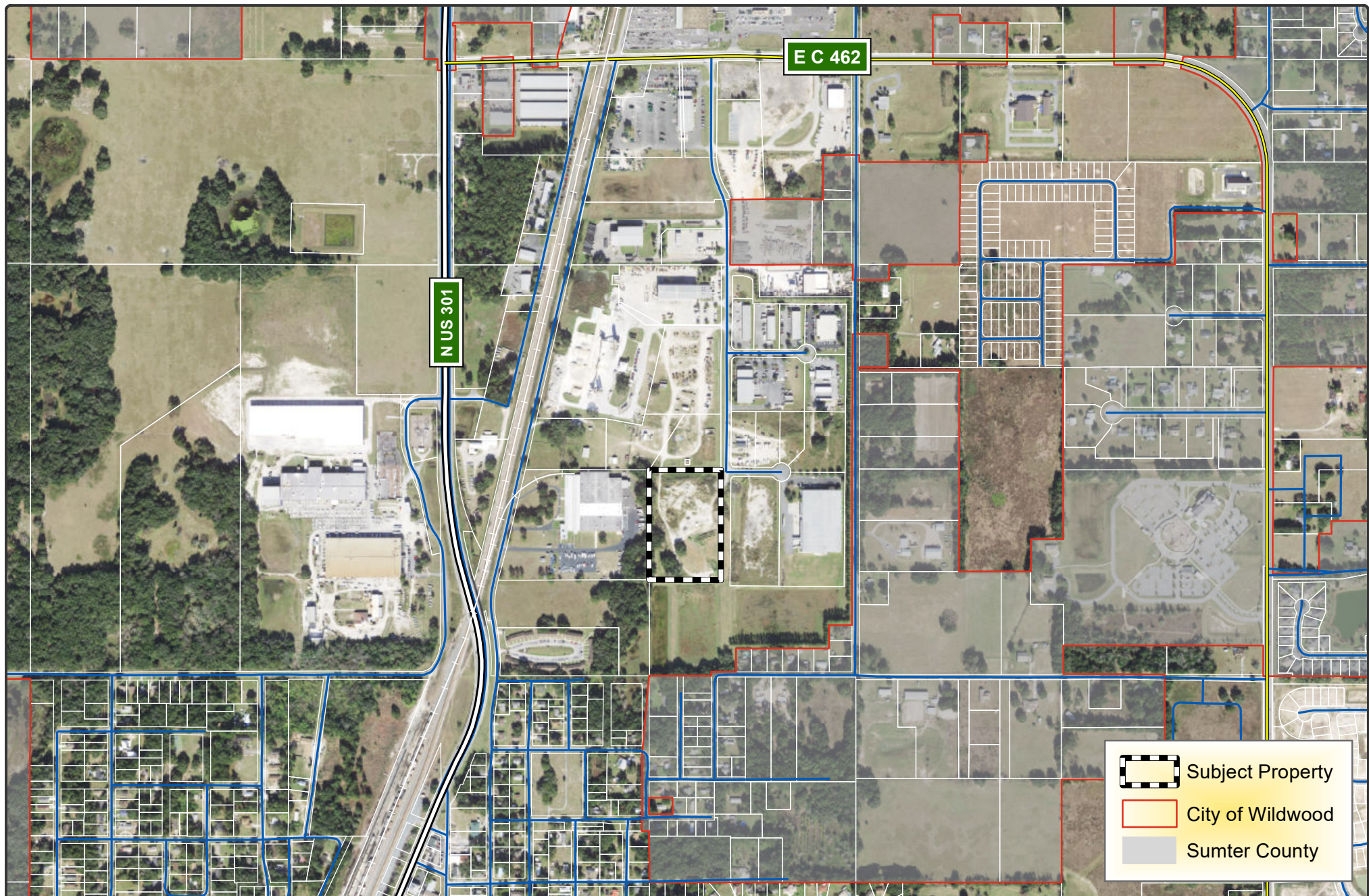
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

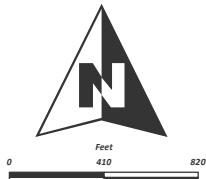
Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



RZ 2302-001

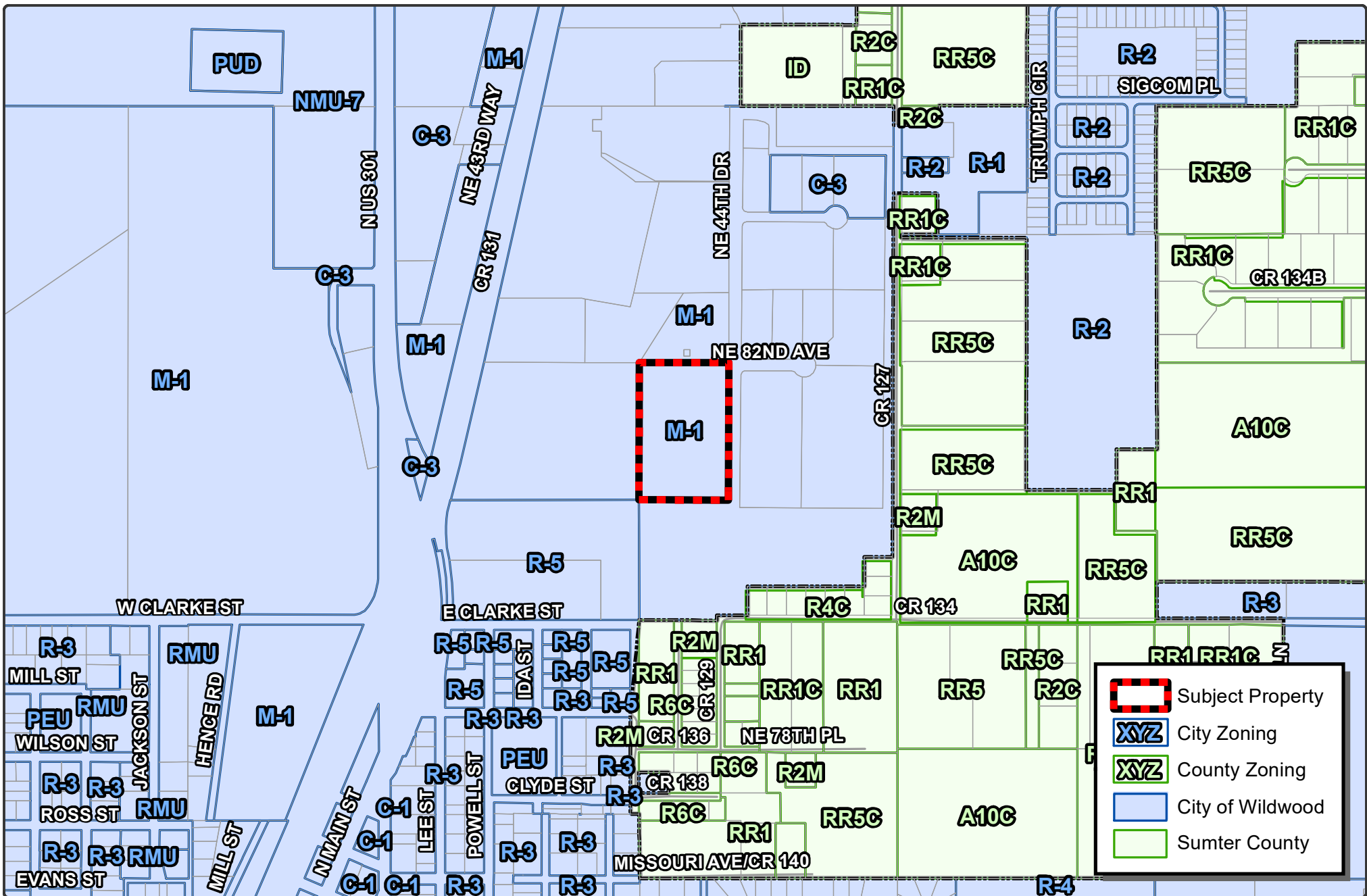
RMC WILDWOOD READY MIX PLANT

PARCEL D32-172

MAP 1B

**LOCATION
MAP**

**FEBRUARY
2023**



Subject Property

City Zoning

County Zoning

City of Wildwood

Sumter County

City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, March 7, 2023, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from M1 (City) to M-2 (City) on 7.4 acres MOL.

Case # RZ 2302-001 RMC Wildwood Ready Mix Plant

Applicant Adam Freeman

Owner RMC Wildwood LLC

Parcel Number(s) D32-172

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed Zoning Map amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2023-8 to the City Commission for final determination.

Dated: March 7, 2023



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **AN 2301-001 Oxford Oaks Professional Plaza**

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, Rodolfo De Anda, on behalf of owners Oxford Oaks Plaza, LLC and Oxford Oaks Investments, LLC, has submitted a voluntary annexation application for parcels D17-036 and D17-069. The property to be annexed totals 3.68 acres, MOL and is located approximately 0.27 miles east of N US 301, approximately 0.06 miles south of E C 466, and south along CR 106, in section 17, township 18 south, range 23 east.

Annexation into the City is appropriate because the property is contiguous to the City of Wildwood limits and within the City's Joint Planning Area with Sumter County, which allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of a "pocket" or "enclave."

The applicant plans to construct a professional/medical plaza.

City water and sewer are currently not available for the subject property. The applicant will work with the City of Wildwood Utility Department and surrounding new developments to extend and connect to water and sewer services.



DATED: 03/06/2023

Amanda Bush

Planner, Development Services

ORDINANCE NO. O2023-10

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 3.68 ACRES LOCATED APPROXIMATELY 0.27 MILES EAST OF N US 301, APPROXIMATELY 0.06 MILES SOUTH OF E C 466, AND SOUTH ALONG CR 106, IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Based upon the petition of the owners of the following described real property, which is approximately located 0.27 miles east of N US 301, approximately 0.06 miles south of E C 466, and south along CR 106 to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Oxford Oaks Plaza, LLC and Oxford Oaks Investments, LLC., is more particularly described as follows:

Parcels D17-036 & D17-069

Oxford Oaks Plaza, LLC & Oxford Oaks Investments, LLC

3.68 +/-

LEGAL DESCRIPTION

PARCEL D17-036

BEGIN 5 FEET WEST OF THE NE CORNER OF BLOCK B AS SHOWN BY PLAT OF THE TOWN OF OXFORD, RECORDED IN PLAT BOOK 1, PAGE 32; RUN WEST 150 FEET, THENCE RUN SOUTH 150 FEET EAST 150 FEET, THENCE RUN NORTH 150 FEET TO THE P.O.B

PARCEL D17-069

THE W 297.2 FT OF BLK F TOWN OXFORD

SECTION 2. All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 6. If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect

SECTION 7. This Ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

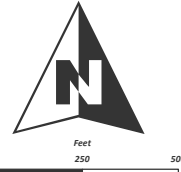
First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 250 500	AN 2301-001 OXFORD OAKS PROFESSIONAL PLAZA PARCELS D17-036 & D17-069	MAP 1B LOCATION MAP FEBRUARY 2023
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CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Wildwood Utility Dependent District Franchise Agreement Amendment

REQUESTED ACTION: Staff Recommends Approval

CONTRACT:

Vendor/Entity: WUDD

Effective Date:3/27/2023

Termination Date:

Managing Division/Department:

BUDGET IMPACT: Future franchise fees

HISTORY/FACTS/ISSUES:

The City adopted Ordinance O2021-45, which provided a non-exclusive potable water and wastewater and sewer utility franchise to the Wildwood Utility Dependent District ("WUDD"). WUDD currently provides utility services to properties within The Villages of Southern Oaks and seeks an amendment to the franchise agreement to include non-potable irrigation water.

A strikethrough-and-underline version of the ordinance has been provided to demonstrate the modified language that has been proposed.

ORDINANCE NO. O2023-14

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; AMENDING CITY OF WILDWOOD ORDINANCE O2021-45 TO GRANT A NON-EXCLUSIVE NON-POTABLE WATER IRRIGATION UTILITY FRANCHISE TO THE WILDWOOD UTILITY DEPENDENT DISTRICT, ITS SUCCESSORS AND ASSIGNS; GRANTING SUCH FRANCHISE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood passed Ordinance O2021-45, which provided a non-exclusive potable water and wastewater and sewer utility franchise to the Wildwood Utility Dependent District (“WUDD”); and

WHEREAS, WUDD intends to provide non-potable water irrigation service to certain areas of property located within the City of Wildwood, within the City of Leesburg, and within unincorporated areas of Sumter County (The “Non-Potable Water Irrigation Service Area”); and

WHEREAS, it is in the best interest of the City to provide a non-potable water irrigation utility franchise to WUDD to ensure that adequate services are available for the Non-Potable Water Irrigation Service Area; and

WHEREAS, it is in the best interest of the citizens of Wildwood for the City to amend Ordinance 2021-45 to provide a non-potable water irrigation utility franchise to WUDD as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Section 3(g) of Ordinance O2021-45 is hereby amended and restated to read as follows:

(g) The term “System” shall mean a potable water utility system, a wastewater utility system and a non-potable water irrigation system serving the Property.

SECTION 2. Section 7 of Ordinance O2021-45 is hereby amended and restated to read as follows:

GRANT OF FRANCHISE. The Franchise hereby granted to WUDD is to construct, operate and maintain a Potable Water Distribution System, a Wastewater Collection, Treatment, and Disposal System, and a Non-Potable Water Irrigation System, pursuant to the provisions of Section 5 above.

For the wastewater portion of the System, the Franchisee is authorized to:

- 1) Provide wastewater treatment facilities and services for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- 2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the wastewater treatment, collection, and disposal system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees, and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for Franchisee.

For the potable water treatment and distribution system, the Franchisee is authorized to:

- 1) Provide water treatment facilities for the treatment of potable water in accordance with applicable regulatory standards; and
- 2) Provide water distribution lines and related facilities for the distribution and transmission of water to customers.

Operation and maintenance costs of the water treatment, distribution, and transmission system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees, and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for Franchisee.

For the Non-Potable Water Irrigation System, the Franchisee is authorized to provide non-potable water irrigation lines and related facilities for the supply and distribution of non-potable water for irrigation and fire protection services to customers.

Operation and maintenance costs of the Non-Potable Water Irrigation System shall be the sole responsibilities of Franchisee and are considered applicable costs to be included in rates, fees, and charges of the Franchisee, along with cost of construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for these types of facilities.

SECTION 3. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this

Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 4. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon passage, provided however, that this Ordinance shall become effective only upon the written acceptance of Franchisee as provided in Section 3 hereinabove.

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

Ashley S. Hunt, City Attorney

**WILDWOOD UTILITY DEPENDENT
DISTRICT**

ATTEST:

By: _____

Print Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ORDINANCE NO. O2023-14

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; AMENDING CITY OF WILDWOOD ORDINANCE O2021-45 TO GRANT A NON-EXCLUSIVE NON-POTABLE WATER IRRIGATION UTILITY FRANCHISE TO THE WILDWOOD UTILITY DEPENDENT DISTRICT, ITS SUCCESSORS AND ASSIGNS; GRANTING SUCH FRANCHISE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood passed Ordinance O2021-45, which provided a non-exclusive potable water and wastewater and sewer utility franchise to the Wildwood Utility Dependent District (“WUDD”); and

WHEREAS, WUDD intends to provide non-potable water irrigation service to certain areas of property located within the City of Wildwood, within the City of Leesburg, and within unincorporated areas of Sumter County (The “Non-Potable Water Irrigation Service Area”); and

WHEREAS, it is in the best interest of the City to provide a non-potable water irrigation utility franchise to WUDD to ensure that adequate services are available for the Non-Potable Water Irrigation Service Area; and

WHEREAS, it is in the best interest of the citizens of Wildwood for the City to amend Ordinance 2021-45 to provide a non-potable water irrigation utility franchise to WUDD as it allows the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City infrastructure; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Section 3(g) of Ordinance O2021-45 is hereby amended and restated to read as follows:

(g) The term “System” shall mean a potable water utility system, a wastewater utility system and a non-potable water irrigation system serving the Property.

SECTION 2. Section 7 of Ordinance O2021-45 is hereby amended and restated to read as follows:

GRANT OF FRANCHISE. The Franchise hereby granted to WUDD is to construct, operate and maintain a Potable Water Distribution System, and a Wastewater Collection, Treatment, and Disposal System, and a Non-Potable Water Irrigation System, pursuant to the provisions of Section 5 above.

For the wastewater portion of the System, the Franchisee is authorized to:

- 1) Provide wastewater treatment facilities and services for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- 2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the wastewater treatment, collection, and disposal system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Franchisee.

For the potable water treatment and distribution system, the Franchisee is authorized to:

- 1) Provide water treatment facilities for the treatment of potable water in accordance with applicable regulatory standards; and
- 2) Provide water distribution lines and related facilities for the distribution and transmission of water to customers.

Operation and maintenance costs of the water treatment, distribution and transmission system shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Franchisee.

For the Non-Potable Water Irrigation System, the Franchisee is authorized to provide non-potable water irrigation lines and related facilities for the supply and distribution of non-potable water for irrigation and fire protection services to customers.

Operation and maintenance costs of the Non-Potable Water Irrigation System shall be the sole responsibilities of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost of construction and replacement of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for these types of facilities.

SECTION 3. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this

Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 4. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon passage, provided however, that this Ordinance shall become effective only upon the written acceptance of Franchisee as provided in Section 3 hereinabove.

DONE AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

Ashley S. Hunt, City Attorney

**WILDWOOD UTILITY DEPENDENT
DISTRICT**

ATTEST:

By: _____

Print Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Third Amended and Restated Villages ARD Franchisees Ordinance

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: The Villages Land Company
Effective Date: 3/27/2023 Termination Date:
Managing Division/Department: Executive

BUDGET IMPACT: Future franchise fees

HISTORY/FACTS/ISSUES:

The attached ordinance modifies the existing non-exclusive franchise agreement the City has with the various private utility companies affiliated with The Villages of Southern Oaks. The proposed modifications list Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC as new Franchisees subject to the agreement. The proposed changes also include provisions concerning rate adjustments and other non-substantive changes.

The franchise area remains unchanged from previous City approvals.

ORDINANCE NO. O2023-15

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55, ORDINANCE NO. O2020-14, AND ORDINANCE NO. O2022-43; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, BLUE GOOSE UTILITY COMPANY, LLC, BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC, OKEEHUMKEE UTILITY COMPANY, LLC, AND OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC, AND THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING RATES PROVISIONS; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Third Amended and Restated Villages ARD Franchisees Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter “City”) exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements, and other public places located within the limits of the City.

(2) Affiliates of the Franchisees are the Owners of that certain real property located in the City of Wildwood being more particularly described on **Exhibit “A”** attached hereto and incorporated herein (the “Property”).

(3) Affiliates of Franchisees will develop the Property in accordance with its zoning and land use approvals for a large-scale active adult community, and a supporting family-oriented community (the “Villages ARD Planned Development”).

(4) The Property is currently located within the City’s exclusive water, wastewater, and reclaimed water service area.

(5) The City’s reclaimed water service is not currently available to the Property.

(6) The City Commission has considered a request submitted by the proposed Franchisees, which are South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Utility Company, LLC, Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC, to provide potable water and wastewater services, irrigation services with irrigation water, as well as electric and natural gas services to serve the Property.

(7) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owners and maintained by the City at great expense to the City’s taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisees.

(8) The City desires to ensure that the aforesaid rights-of-way used by the Franchisees are promptly restored to a safe and secure condition to protect the health, safety, and welfare of the citizens and residents of the City.

(9) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10) The City Commission amended certain terms of the Franchise granted to certain Franchisees pursuant to Ordinances O2017-23, O2019-55, O2020-14, and O2022-43.

(11) Further, the City terminated the Wholesale Potable Water and Wastewater Agreement entered into on September 14, 2017, as recorded in the Official Records Book 3276, Page 117, Public Records of Sumter County, Florida, through a territory and emergency services agreement.

(12) Pursuant to the termination of the Wholesale Potable Water and Wastewater Agreement, the City terminated the Grant of Easement as recorded in Official Record Book 3429, Page 375, Public Records of Sumter County, Florida.

(13) It is the further intent of the City Commission that as additional Villages ARD Planned Development property is added to the Property, the City will approve further amendments to Ordinance O2017-23, Ordinance O2019-55, Ordinance O2020-14, and Ordinance O2022-43, expanding the boundary as it did in Ordinance O2022-43.

(14) After due deliberation and full consideration, the City Commission has determined to amend and restate Ordinance O2022-43 which granted a franchise to South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Water Conservation Authority, LLC, and Gibson Place Water Conservation Authority, LLC, to provide such services, subject to the terms and conditions set forth below.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term “City” shall mean the City of Wildwood, Florida.

(b) The term “Customers” shall mean and include any and all organizations, firms, entities, or persons who may desire or require Franchisees’ services for land located within the Franchise territory.

(c) The term “Franchisees” shall mean South Sumter Utility Company, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, South Sumter Electric Company, LLC, a Florida limited liability company, South Sumter Gas Company, LLC, a Florida limited liability company, Middleton Utility Company, LLC, a Delaware limited liability company, Middleton Water Conservation Authority, LLC, a Delaware limited liability company, Gibson Place Utility Company, LLC, a Florida limited liability company, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a Delaware limited liability company. Franchisees shall also include any entity that is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term “Franchise” or “Franchise Agreement” shall mean this Third Amended and Restated Villages ARD Franchisees Ordinance, as passed and adopted by the City and accepted by each Franchisee.

(e) The term “Franchise Territory” shall mean the following: (i) the area of the City more particularly described in **Exhibit “A”** attached hereto and incorporated herein, which area includes the Property and certain public right-of-way located adjacent to the

Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Planned Development, provided such additional property must be added as an amendment to this Franchise by ordinance, less and except that portion of the City lying within the Brownwood community.

(f) The term “Operating Revenues” for each Franchisee shall mean all user fees collected by Franchisees from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, sales taxes, municipal public service taxes, franchise fees, or other non-user fees or charges derived from the operation of the services of such Franchisee.

(g) The term “Systems” shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City’s Charter, relevant special acts, and Chapter 166, Florida Statutes (2023).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate, and maintain the Systems and related facilities, including but not limited to pump, stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying distributing, or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as “Systems”). The foregoing rights granted to each Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of the purchase option set forth in this Franchise, to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises. The Franchisees each acknowledge that the City currently has Franchise Agreements with TECO (Ordinance No. O2009-13) dated August 9, 2009, Duke Energy (Ordinance No. 289) dated May 13, 1996, SECO (Ordinance No. O2020-68) dated November 9, 2020, Wildwood Utility Dependent District (Ordinance No. 02021-45) dated August 23, 2021, and The City of Leesburg, Florida (Ordinance Nos. O2018-14 and O2020-31) dated February 26, 2018, and July 27, 2020, respectively. To the extent that any or all of these Franchise Agreements conflict with or supersede any Franchisee’s rights under this Franchise Agreement, no Franchisee shall interfere with or challenge the prior rights of TECO, Duke Energy, SECO, Wildwood Utility Dependent District, and/or the City of Leesburg, Florida.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Third Amended and Restated Villages ARD Franchisees Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchisee is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes, and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised, or modified to the extent not inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fees as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all times, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules, and regulations as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction, and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to South Sumter Utility Company, LLC.** The Franchise being granted to South Sumter Utility Company, LLC is to construct, operate, and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees, and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, South Sumter Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(b) **Franchise Granted to Southeast Wildwood Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Southeast Wildwood Water Conservation Authority, LLC (SEWWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(c) **Franchise Granted to South Sumter Electric Company, LLC.** For electric power distribution and related facilities, South Sumter Electric Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating, and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(d) **Franchise Granted to South Sumter Gas Company, LLC.** For natural gas distribution and related facilities, South Sumter Gas Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating, and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(e) **Franchise Granted to Middleton Utility Company, LLC.** The Franchise being granted to Middleton Utility Company, LLC is to construct, operate, and maintain a

Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees, and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Middleton Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(f) **Franchise Granted to Middleton Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC (MWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation

Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(g) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees, and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Gibson Place Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(h) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Gibson Place

Water Conservation Authority, LLC (GPWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(i) **Franchise Granted to Blue Goose Utility Company, LLC.** The Franchise being granted to Blue Goose Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees, and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Blue Goose Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(j) **Franchise Granted to Blue Goose Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Blue Goose Water Conservation Authority, LLC (BGWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(k) **Franchise Granted to Okeehumkee Utility Company, LLC.** The Franchise being granted to Okeehumkee Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment, and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial, and industrial purposes in accordance with applicable regulatory standards; and
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial, and industrial wastewater in accordance with applicable regulatory standards; and
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees, and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees, and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Okeehumkee Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total

number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(l) **Franchise Granted to Okeehumkee Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Okeehumkee Water Conservation Authority, LLC (OWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities, and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers, and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisees of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

(1) Comprehensive General Liability – bodily injury and property damage coverage shall be for not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

(2) Business Automobile Liability – business automobile liability coverage shall be in a combined single limit of not less than \$500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

(3) The City Commission for the City of Wildwood shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisees' operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisees' annual gross Operating Revenues taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. Each Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisees shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisees within 20 days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees, and all other such fees including fees, charges, taxes, and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer, and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect

to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees approved by the Florida Public Service Commission, or if not governed by the Florida Public Service Commission, then as permitted herein (hereinafter the "Approved Rates and Fee Schedule"). The initial Approved Rates and Fee Schedule for each Franchisee shall be as determined by the Franchisee and shall not require approval by the City. If the Franchisee desires to increase their Approved Rates and Fee Schedule, then such increases shall be subject to the limitations set forth in paragraph (b) below.

(b) From time to time, but not more than once per calendar year, each Franchisee whose rates are not governed by the Florida Public Service Commission shall have the ability to make changes to the Approved Rates and Fee Schedule. Increases to the Approved Rates and Fee Schedule that do not exceed the rate of inflation determined by the Consumer Price Index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the year immediately preceding the adjustment shall not require an approval hearing of the City Commission. All other requests for changes to the Approved Rates and Fee Schedule shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing. All rates and fees charged by the Franchisees prior to the Effective Date of this Franchise are hereby approved. Each Franchisee whose rates are governed by the Florida Public Service Commission may make changes to its Approved Rates and Fee Schedule without approval of the City Commission.

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES.

No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisees' franchise rights to a third party owned, controlled, or managed, directly or indirectly, by Franchisees;

(ii) any assignment of Franchisees' franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisees shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisees.

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisees for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

SECTION 15. TERM OF FRANCHISE. This Franchise and the rights herein granted to each Franchisee shall take effect after final passage of this Ordinance, as required by law, and full execution by all parties, and shall continue in full force and effect for a term of thirty (30) years after the date on which the Franchise Agreement was accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Ordinance may be amended in the future ("Ordinance Amendment") to incorporate additional property which pursuant to Section 3(e) will become part of the Franchise Territory. As additional areas are brought within the Franchise Territory, such Ordinance Amendment shall extend the term of the Franchise thirty (30) years from the effective date of each such amendment. At such time as any Franchise interest is conveyed to a community development district, dependent district, or independent district (the "District") as may be created pursuant to Chapters 189 and 190, Florida Statutes, notice shall be provided to the City and, upon request by the District, the City will undertake deliberations to consider granting a thirty (30) year Franchise to the District, for the area within the District, under the same terms and conditions of the transferring Franchise.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise

or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested, or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday, and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City: City of Wildwood
 Attn: Jason McHugh, AICP
 City Manager
 100 N. Main Street
 Wildwood, FL 34785

With Copy to: Ashley S. Hunt, Esq.
 Hunt Law Firm, P.A.
 601 S. 9th Street
 Leesburg, FL 34748

With Copy to: City of Wildwood
 Attn: Susan Patterson
 City Clerk
 100 N. Main Street
 Wildwood, FL 34785

As To Franchisees:

South Sumter Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Blue Goose Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Blue Goose Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Okeehumkee Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Okeehumkee Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

With Copy to:

South Sumter Utility Company, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Blue Goose Utility Company, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Blue Goose Water Conservation Authority, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Okeehumkee Utility Company, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Okeehumkee Water Conservation Authority, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. RIGHT OF ACQUISITION BY CITY. The City shall have the right to purchase and take over the property and services of South Sumter Utility Company, LLC, Middleton Utility Company, LLC, Gibson Place Utility Company, LLC, Blue Goose Utility Company, LLC, and/or Okeehumkee Utility Company, LLC at the expiration of the Franchise term unless the City requests to extend the Franchise(s) for an additional thirty (30) years. In the event the City desires to extend the Franchise(s), the City shall provide official notice to the Franchisee(s) one year in advance of the expiration of the term. In the event the City does not extend the Franchise(s), the City shall have the right to purchase and take over the property and services of South Sumter Utility Company, LLC, Middleton Utility Company, LLC, Gibson Place Utility Company, LLC, Blue Goose Utility

Company, LLC, and/or Okeehumkee Utility Company, LLC, subject to this Ordinance by providing an official notice upon South Sumter Utility Company, LLC, Middleton Utility Company, LLC, Gibson Place Utility Company, LLC, Blue Goose Utility Company, LLC, and/or Okeehumkee Utility Company, LLC to that effect and payment to Franchisee(s) of the price. The Franchisee(s) shall execute such deeds or instruments of conveyance to the City as shall be required to convey to the City title to the property in fee simple, free from any and all liens and encumbrances. The price shall be based upon fair market value as determined by mutual agreement or non-binding arbitration. Each side shall pay its own attorneys' fees.

SECTION 23. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 24. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 15 and 16 hereinabove.

DONE AND ORDAINED this ____ day of _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

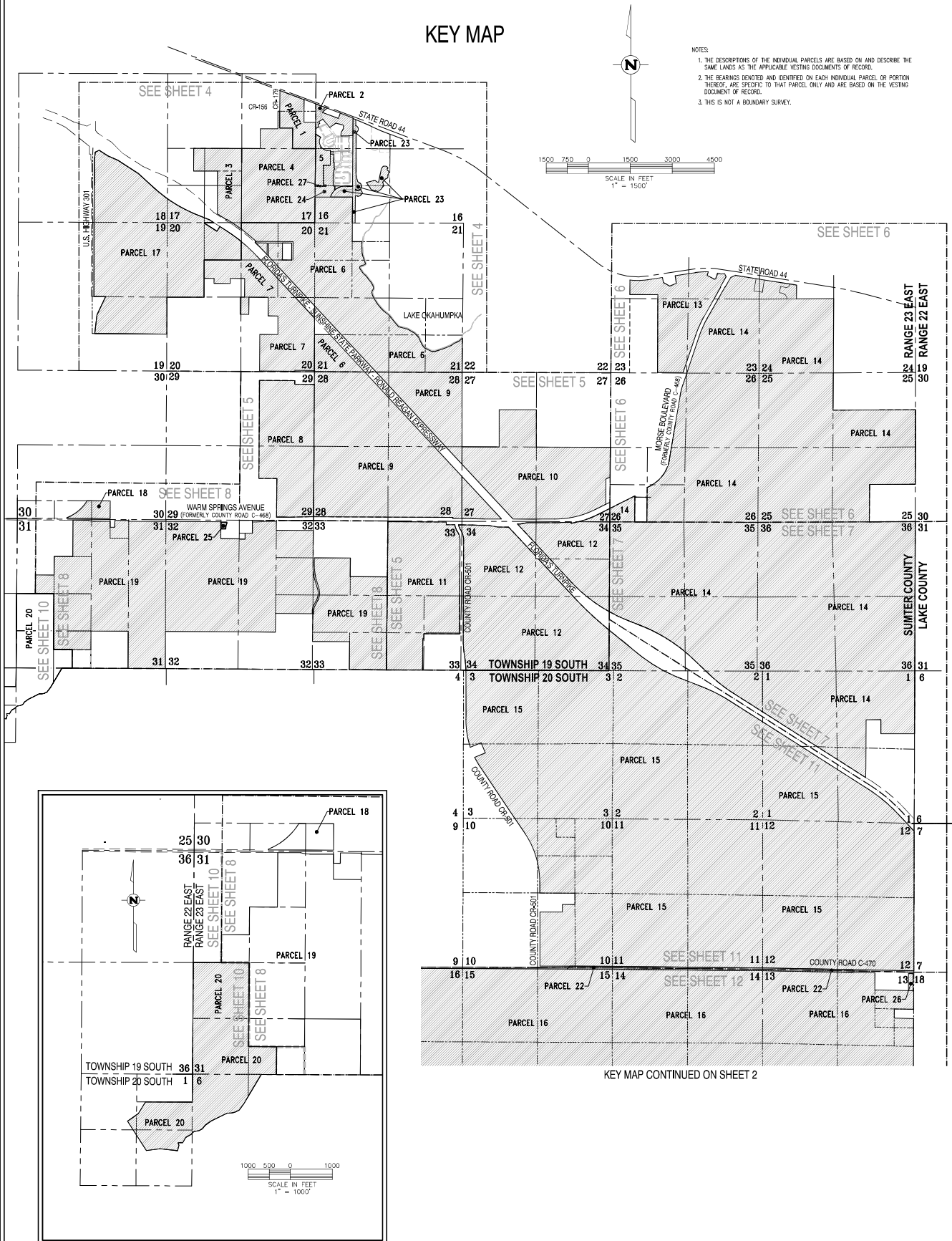
City Attorney

Exhibit A

SKETCH OF DESCRIPTIONS

KEY MAP

- NOTES:
1. THE DESCRIPTIONS OF THE INDIVIDUAL PARCELS ARE BASED ON AND DESCRIBE THE SAME LANDS AS THE APPLICABLE VESTING DOCUMENTS OF RECORD.
 2. THE BEARINGS DENOTED AND IDENTIFIED ON EACH INDIVIDUAL PARCEL OR PORTION THEREOF, ARE SPECIFIC TO THAT PARCEL ONLY AND ARE BASED ON THE VESTING DOCUMENT OF RECORD.
 3. THIS IS NOT A BOUNDARY SURVEY.



KEY MAP CONTINUED ON SHEET 2

SHEET 1 OF 13

CLIENT: VILLAGES LAND COMPANY, LLC
 JOB NO.: S01122.0022
 DATE: 4/7/2022
 DRAWN BY: BSH/DMV/LKC CHECKED BY: WSB/CH/AMS
 ACAD FILE: FEBRUARY 2023 FRANCHISE AREA ADDITIONS
 REVISIONS: DATE
 ADDED PARCELS 24, 25, 26 & 27
 REVISED PARCEL 16 (LKC) 2/03/2023

SKETCH OF DESCRIPTIONS

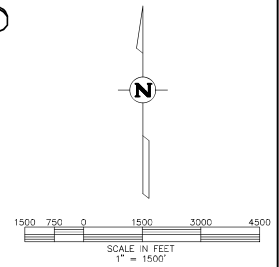
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST,
 TOWNSHIP 20 SOUTH, RANGE 23 EAST
 AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
 SUMTER COUNTY, FLORIDA
 FRANCHISE AREA
 AMENDED AND RESTATED



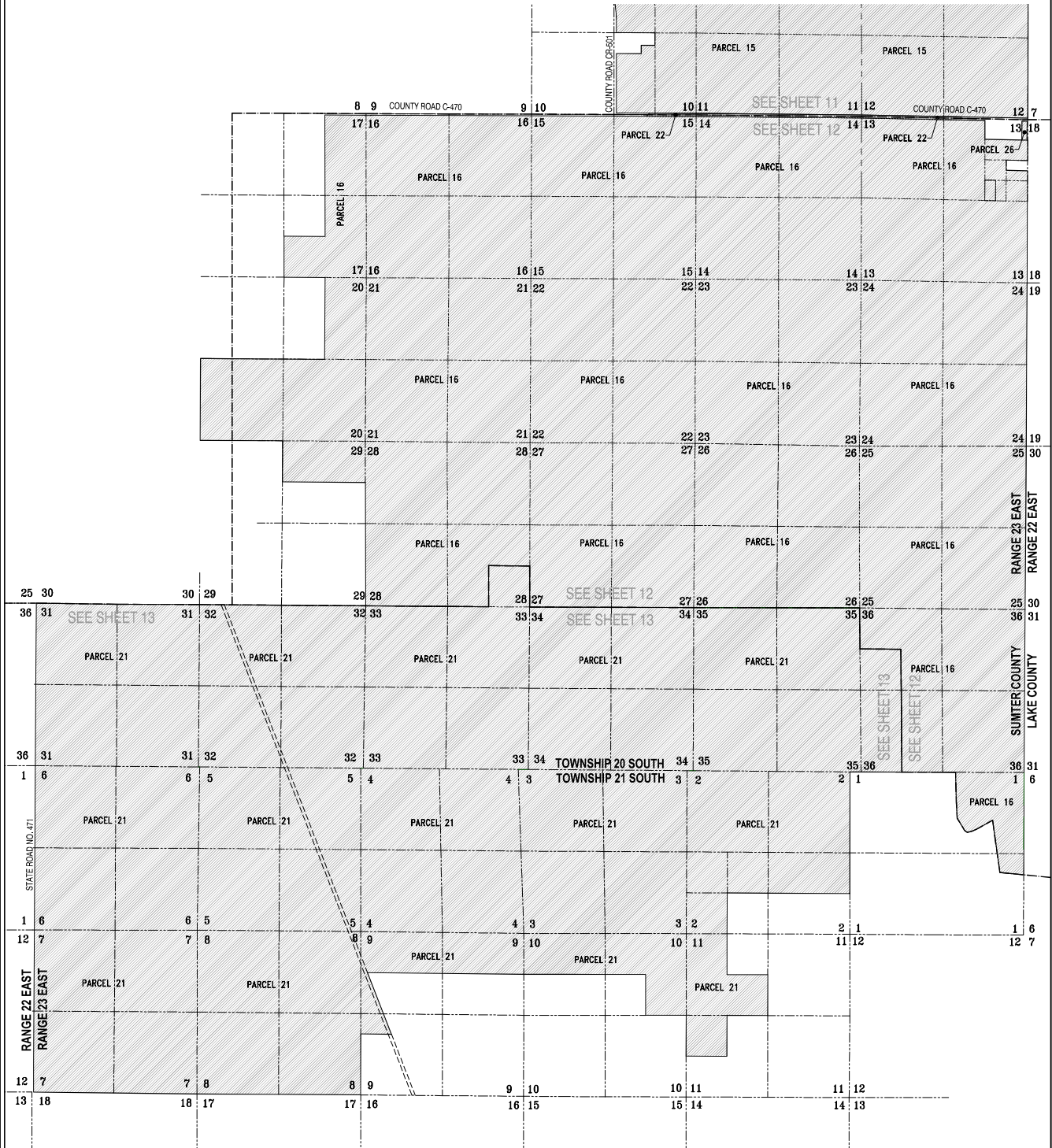
JEREMY D. HALLIOK, PROFESSIONAL SURVEYOR
 FLORIDA REGISTRATION NO. 6715

SKETCH OF DESCRIPTIONS

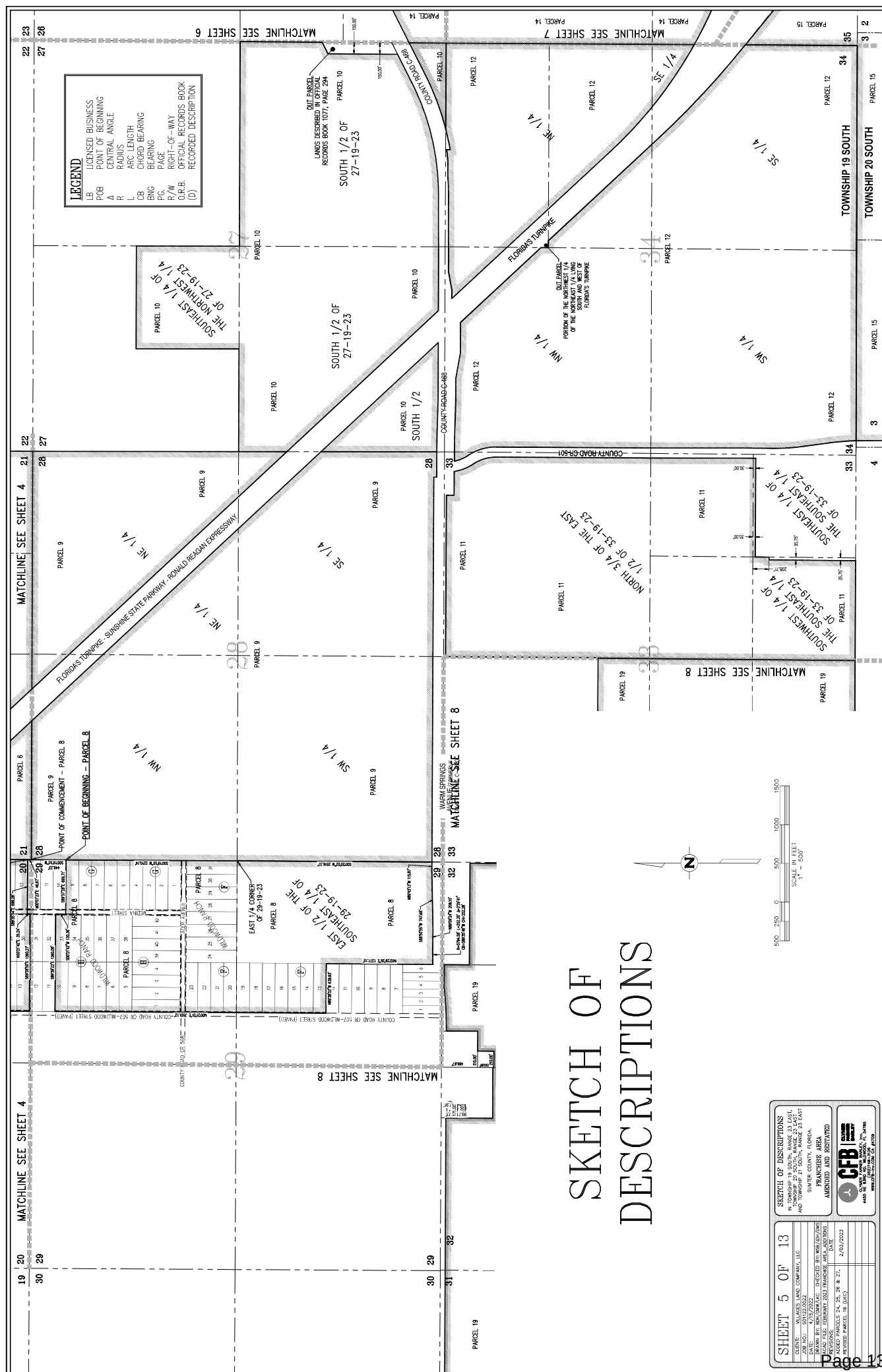
KEY MAP



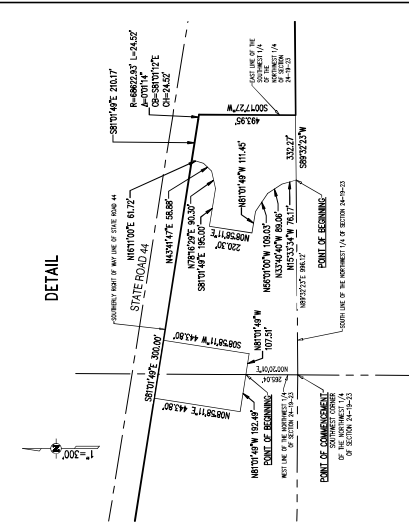
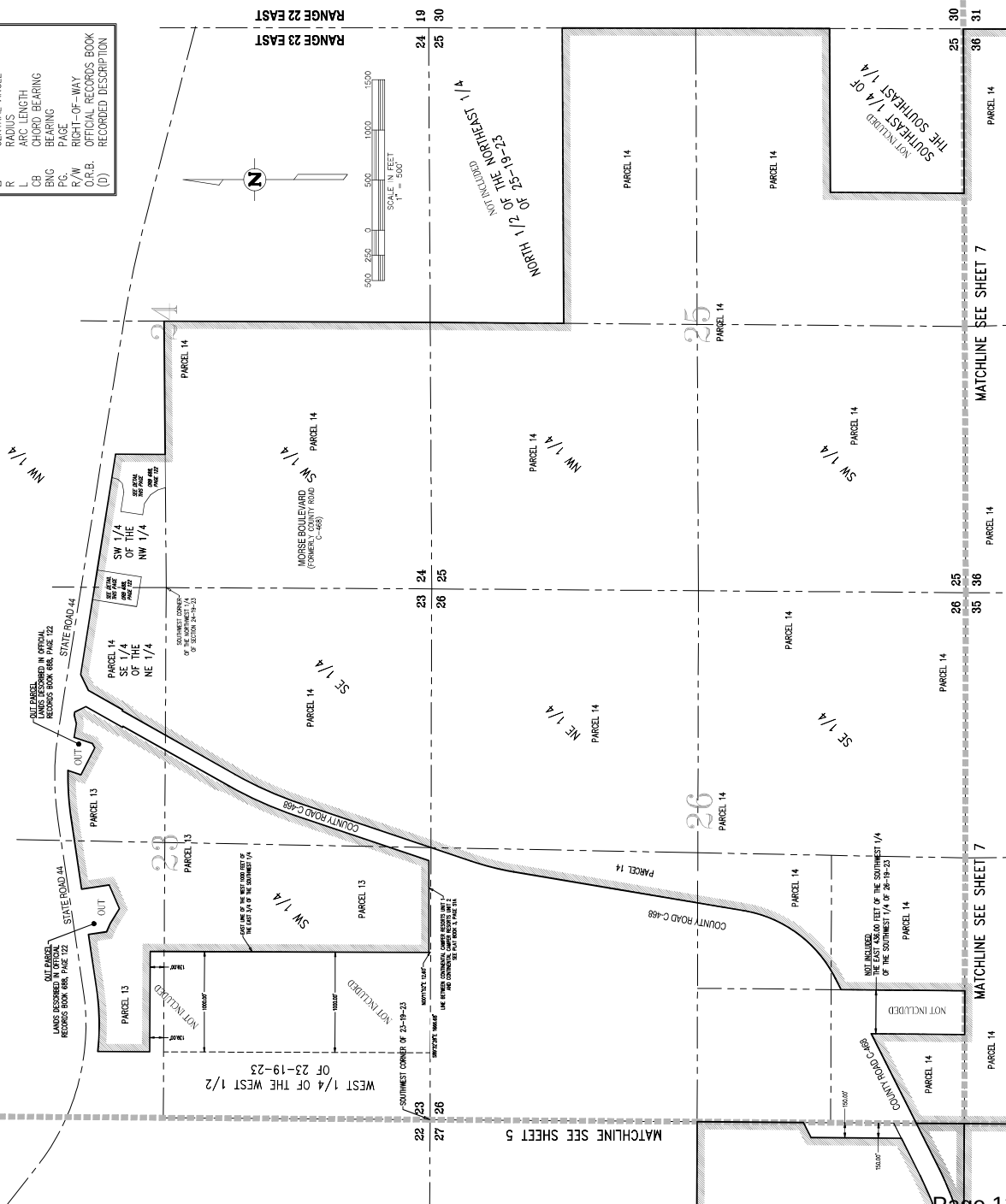
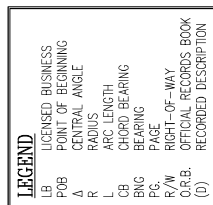
KEY MAP CONTINUED ON SHEET 1



SHEET 2 OF 13		SKETCH OF DESCRIPTIONS	
CLIENT: VILLAGES LAND COMPANY, LLC		IN: TOWNSHIP 19 SOUTH, RANGE 23 EAST,	
JOB NO.: S01122.0022		TOWNSHIP 20 SOUTH, RANGE 23 EAST,	
DATE: 4/15/2023		AND TOWNSHIP 21 SOUTH, RANGE 23 EAST	
DRAWN BY: BEN/DMW/LNC		SUMTER COUNTY, FLORIDA.	
CHECKED BY: WSB/EH/LMS		FRANCHISE AREA	
ACAD FILE: FEBRUARY 2023 FRANCHISE AREA ADDITIONS		AMENDED AND RE-STATED	
REVISIONS: DATE		CFB	
ADDED PARCELS 24, 25, 26 & 27, 2/03/2023		CLARK COUNTY, FLORIDA	
REVISED PARCEL 16 (LNC)		4400 16 KING RD. WILMINGTON, NC 28403	
		857-748-2724	
		WWW.CFB-INC.COM CA 46709	



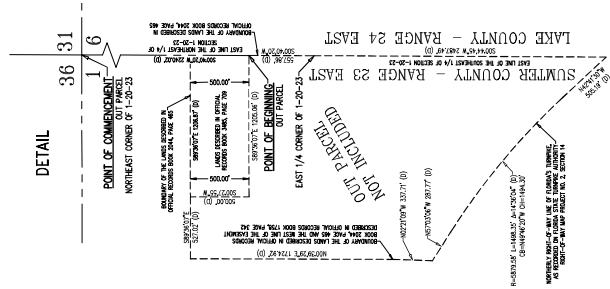
SKETCH OF DESCRIPTIONS



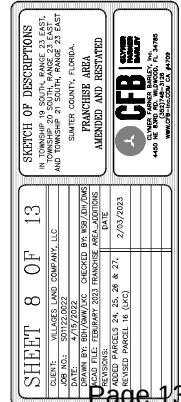
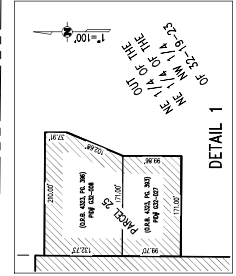
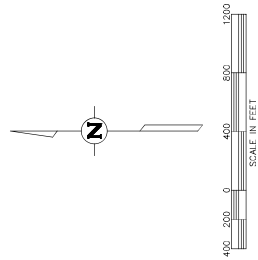
SHEET# 6 OF 13	
CLIENT: MILLERS LAND COMPANY, LLC	
DATE: 4/17/2022	CREATED BY: NEW CREDIT
DATE: 4/17/2022	CREATED BY: NEW CREDIT
PLACE FILE: TRIMARK STATE FARMACE, AREA: AUSTIN	
ACRES: 24.26	
ACRES PARCELS 24, 26, 28 & 27,	
ACRES PARCELS 16 (SAC)	
2/2/2023	

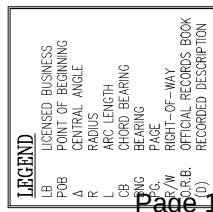
SHEET# OF DESCRIPTIONS	
IN TOWNSHIP 19 SOUTH, RANGE 23 EAST,	
AND TOWNSHIP 19 SOUTH, RANGE 23 EAST	
SHUTTER COUNTY, TEXAS	
AMENDED AND REVISED	

	
4400 W. 19TH AVE. SUITE 200, DENVER, CO 80202 TEL: 303.733.9200 FAX: 303.733.9205 WWW.CFB-USA.COM	

Page 137 of 378

LEGEND	
LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
A	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CURVED BEARING
BNG	BEARING
PC	PAGE
R/W	RIGHT-OF-WAY
PI#	TAX PARCEL IDENTIFICATION NUMBER
O.R.#	OFFICIAL RECORDS BOOK





SHEET 9 OF 13	
CLIENT	WILKES LAND COMPANY, LLC
JOB NO.	50172/032
DATE	2/3/2023
ACAD FILE	FERMAN 23_05_26 & 27
PERSONS	WILKES PARCEL 16 (AUG)
STATUS	RECEIVED
REMARKS BY	BOHANNAN
REMARKS	ACHECKED BY WILKES/DAVIDSON

SKETCH OF DESCRIPTIONS

IN TOWNSHIP 19 SOUTH, RANGE 23 EAST,
 AND TOWNSHIP 20 SOUTH, RANGE 23 EAST
 AND TOWNSHIP 20 SOUTH, RANGE 24 EAST
 OF
 SHERIDAN COUNTY, IOWA.

PRANCHER AREA

AMENDED AND REVISED

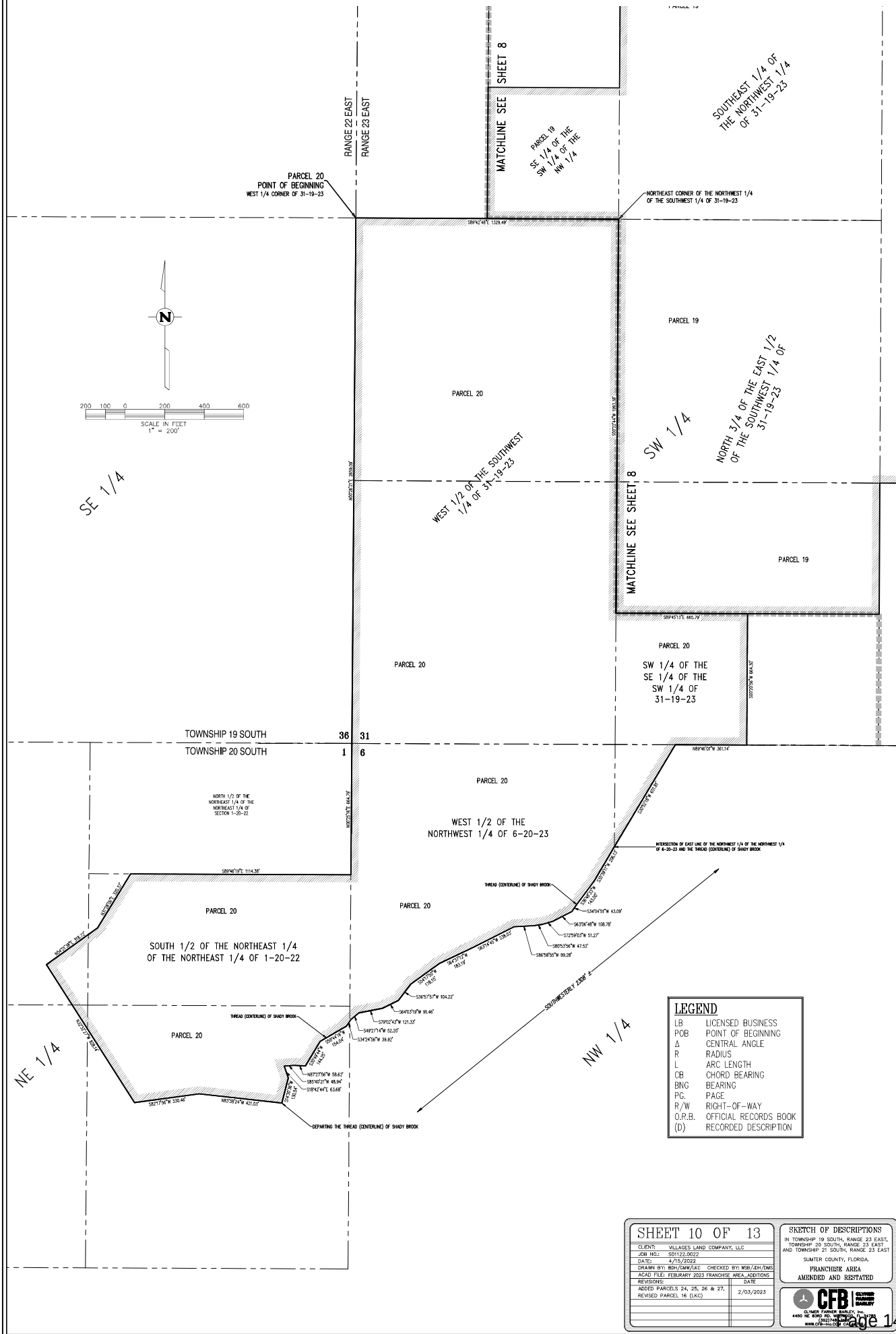


CFB

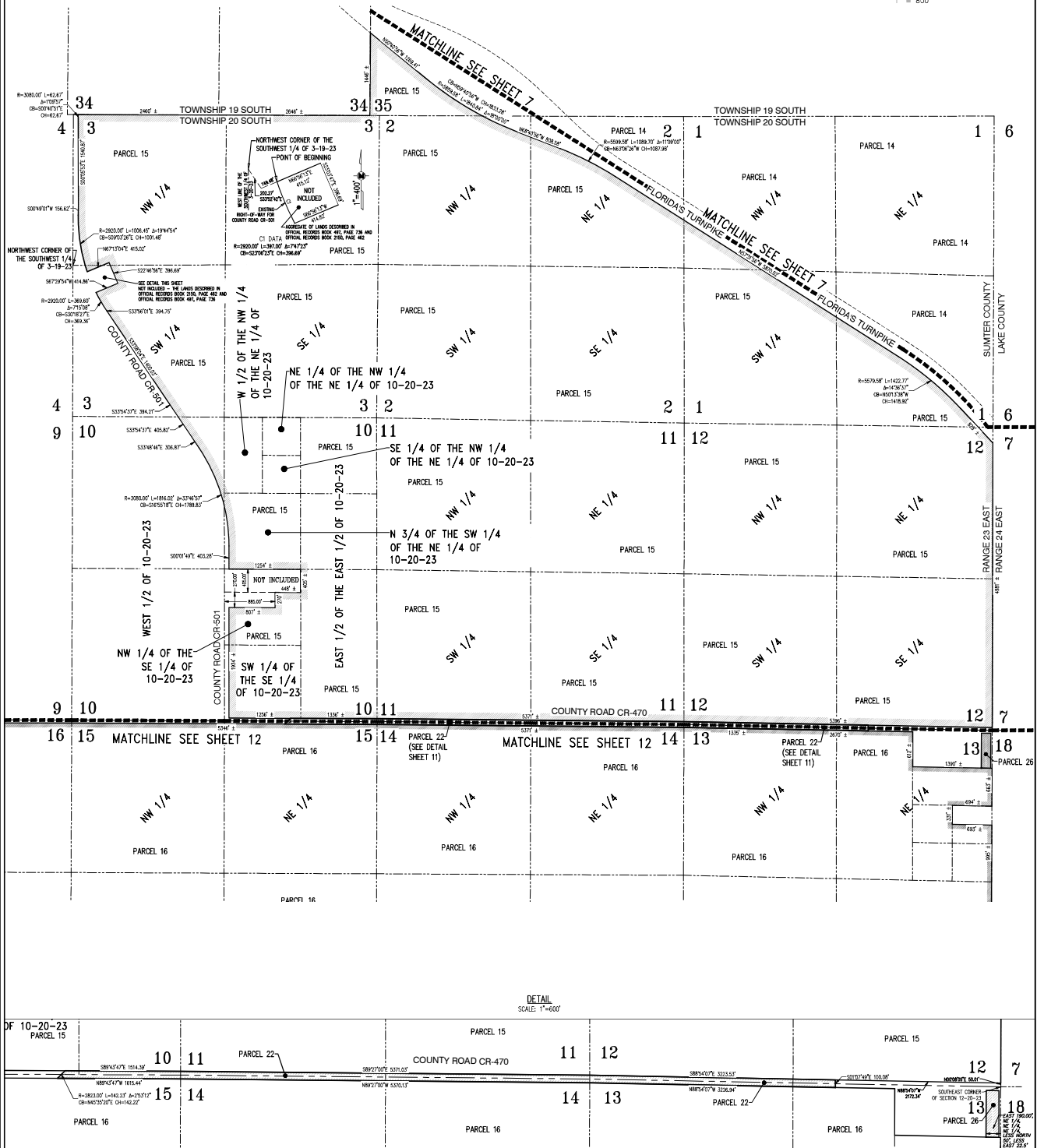
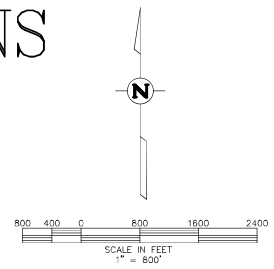
4402 N. W. 2nd St., Suite 200
 Cedar Rapids, IA 52402-4402
 (515) 241-9229



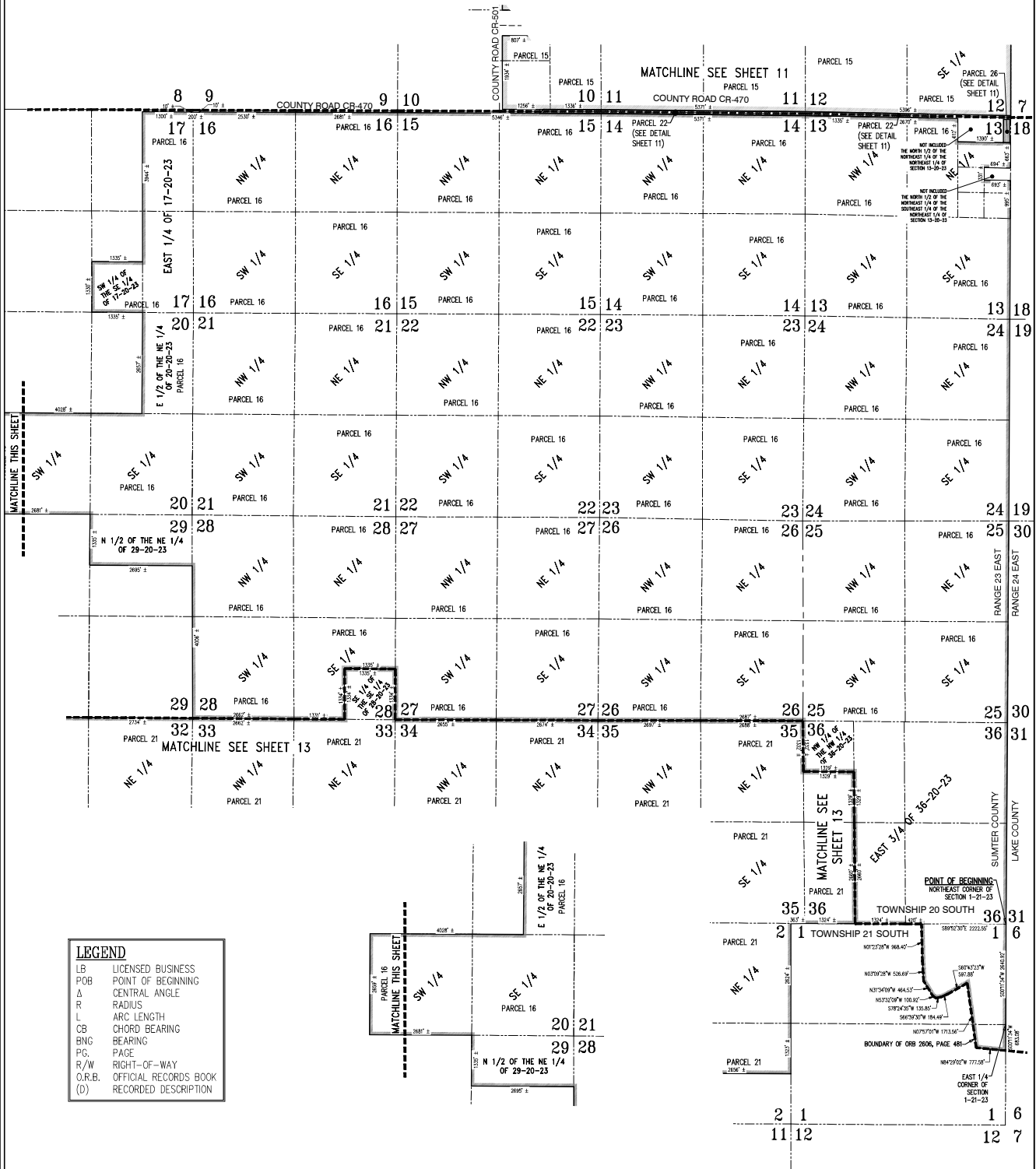
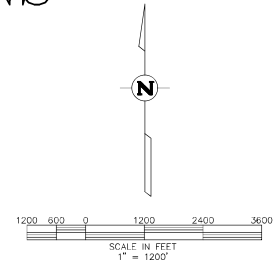
SKETCH OF DESCRIPTIONS



SKETCH OF DESCRIPTIONS



SKETCH OF DESCRIPTIONS



LEGEND

LB LICENSED BUSINESS
POB POINT OF BEGINNING
Δ CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
BNG BEARING
PG. PAGE
R/W RIGHT-OF-WAY
O.R.B. OFFICIAL RECORDS BOOK
(D) RECORDED DESCRIPTION

SHEET 12 OF 13

CLIENT: VILLAGES LAND COMPANY, LLC
JOB NO.: 20122-2023
DATE: 4/15/2023
DRAWN BY: BKH/DWM/LJC CHECKED BY: WSB/SH/DMS
ACAD FILE: FEBRUARY 2023 FRANCHISE AREA SHEET 11-13
REVISIONS:
ADDED PARCELS 24, 25, 26 & 27, 2/23/2023
REVISED PARCEL 16 (LJC)

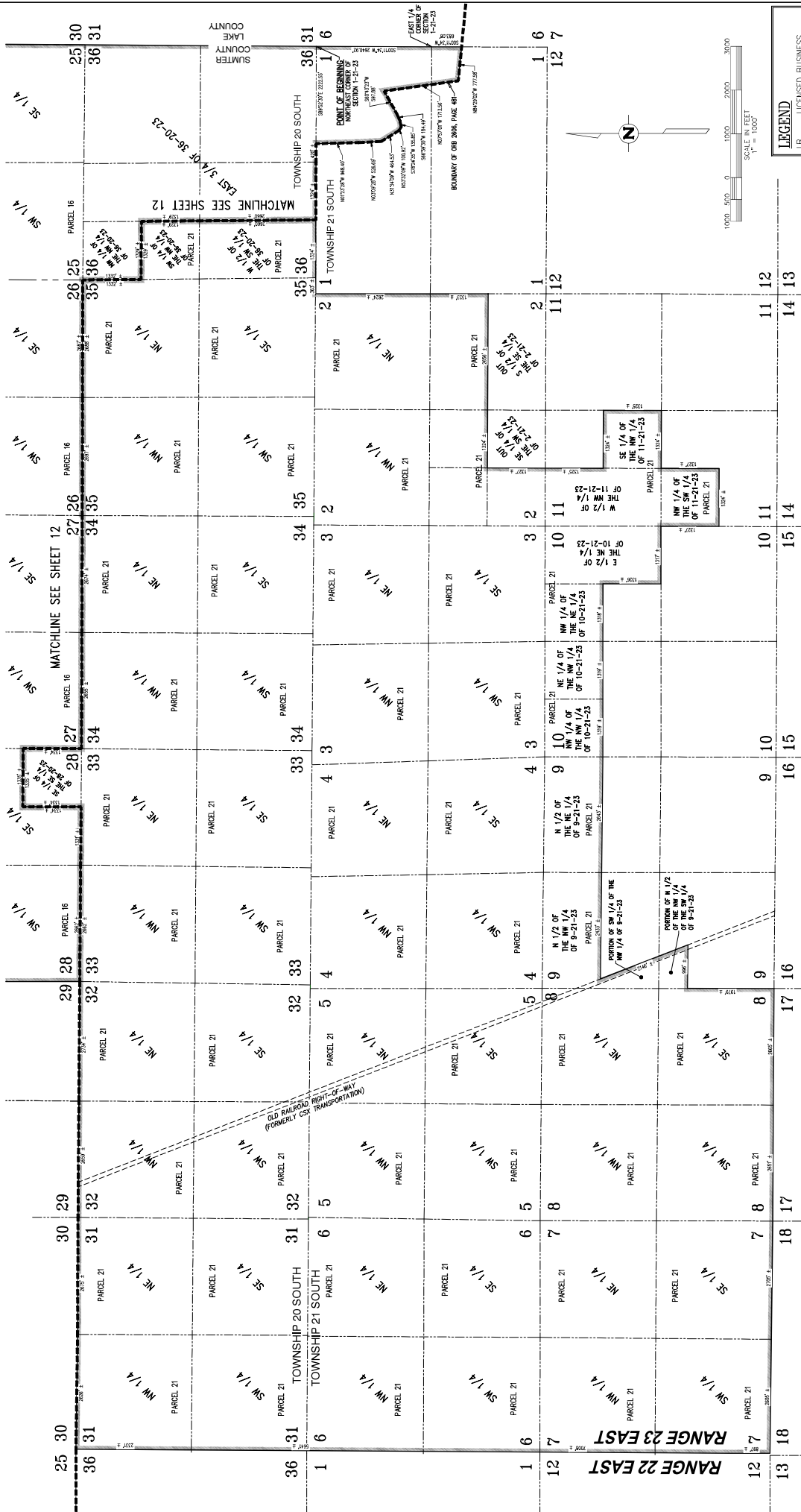
SKETCH OF DESCRIPTIONS

IN TOWNSHIP 19 SOUTH, RANGE 23 EAST,
TOWNSHIP 20 SOUTH, RANGE 23 EAST
AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA.

FRANCHISE AREA
AMENDED AND RESTATED

CFB CLAYTON FARMER BUILDERS, INC.
4400 NE 23RD ST., SUITE 200, BOCA RATON, FL 33485
(561) 992-2700
WWW.CFB-FL.COM CA #1709

SKETCH OF DESCRIPTIONS



LEGEND

- LB LICENSED BUSINESS
- POB POINT OF BEGINNING
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- BNG BEARING
- PC. PACE
- R/W RIGHT-OF-WAY
- O.R.B. OFFICIAL RECORDS BOOK
- (1) RECORDED DESCRIPTION

SKETCH OF DESCRIPTIONS

IN TOWNSHIP 20 SOUTH, RANGE 22 EAST,
AND TOWNSHIP 21 SOUTH, RANGE 23 EAST,
SUNTER COUNTY, FLORIDA.

FRANCHISE AREA
AMENDED AND REINSTATED

CFB

4400 N. 12th Ave., Suite 100, Ft. Myers, FL 33905
www.cfb.com or 813.435.4700

SHEET 13 OF 13

DATE: 2/03/2023

RECORDS: 24, 25, 26 & 27

REVISED PARCEL 16 (LAC)

PARCEL 1

THOSE PORTIONS OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING SOUTH OF STATE ROAD 44; LESS RIGHT-OF-WAY FOR COUNTY ROAD 179;

ALSO LESS: THE EAST 420.00 FEET THEREOF;

TOGETHER WITH:

BEGIN 33.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 600.83 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE THEREOF AND ITS EASTERLY EXTENSION 462.68 FEET TO THE WEST LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1659, PAGE 202, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST LINE FOR 733.89 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE FOR 825.00 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4; THENCE NORTH ALONG THE EAST LINE THEREOF 937.50 FEET; ; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 FOR 420.00 FEET; THENCE NORTH ALONG THE WEST LINE OF THE EAST 420.00 FEET OF THE SAID NORTHEAST 1/4 FOR 397.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE THEREOF 867.84 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 2

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 3347, PAGE 618, OFFICIAL RECORDS BOOK 3347, PAGE 609 AND OFFICIAL RECORDS BOOK 3347, PAGE 615, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A, AND LOTS 1 AND 2, BLOCK A OF HEARTY HOST LAKE RESORT UNIT 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 62 AND 62A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SAID SECTION 16, LYING NORTH OF THE NORTH LINE OF TRACT "A" HEARTY HOST LAKE RESORT, UNIT 2, AS RECORDED IN PLAT BOOK 4, PAGE 62, AND LYING WEST OF FLAMINGO BOULEVARD (AKA WILLIAMSBURG LANE) AS SHOWN ON SAID PLAT AND LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44.

AND:

THAT PORTION OF FLAMINGO BOULEVARD, NOW KNOWN AS WILLIAMSBURG LANE, AS SET FORTH ON THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT, RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND DESCRIBED AS WILLIAMSBURG LANE, AS SET FORTH IN THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT UNIT 2, RECORDED IN PLAT BOOK 4, PAGE 62, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING NORTH OF A NORTHEASTERLY RADIAL EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 2, BLOCK A, OF SAID HEARTY HOST LAKE RESORT UNIT 2, AND LYING SOUTH OF STATE ROAD 44.

AND:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING WITHIN THE FOLLOWING LANDS:

LYING SOUTH OF STATE ROAD NO. 44;

LYING EASTERLY AND NORTHEASTERLY OF WILLIAMSBURG LANE (ALSO KNOWN AS FLAMINGO BOULEVARD, PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF THE FOLLOWING: SPRINGFIELD WAY (ALSO KNOWN AS BLUEGILL STREET) PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT

NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF LOT 1, BLOCK A, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2932, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2759, PAGE 168, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 3

THE NORTH 811.80 FEET OF THE EAST 1716.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE EAST 858.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING NORTH OF COUNTY ROAD 181, LESS THE NORTH 811.80 FEET THEREOF.

AND:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH AND EAST OF FLORIDA'S TURNPIKE; LESS RIGHT OF WAY FOR COUNTY ROAD 181.

AND:

PARCEL 4

THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THAT PORTION OF SAID SECTION 17, DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 SECTION CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE RUN S89°49'48"W ALONG THE SOUTH LINE OF THE NE 1/4 A DISTANCE OF 825.00 FEET TO THE POINT OF BEGINNING, THENCE N0°01'08"W FOR 733.89 FEET; THENCE S89°47'45"W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA FOR 462.68 FEET; THENCE N0°01'08"W 600.83 FEET ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4; THENCE S89°47'45"W, ALONG SAID LINE 66.00 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3027, PAGE 664, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S0°01'08"E. ALONG SAID EXTENSION AND EAST LINE 630.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE S89°47'45"W ALONG THE SOUTH LINE OF SAID LANDS AND ITS WESTERLY EXTENSION FOR 627.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE NE 1/4; THENCE S0°01'41"E, 704.32 FEET TO THE NORTH LINE OF THE SE 1/4; THENCE N89°49'28"E ALONG SAID NORTH LINE, 1155.75 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND:

PARCEL 5

TRACT D, HEARTY HOST LAKE RESORT AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS AND EXCEPT A 50.00 FOOT BY 100.00 FOOT STRIP ABUTTING THE SOUTH LINE OF LOT 20, BLOCK B OF SAID PLAT.

AND LESS AND EXCEPT:

ANY PORTIONS THEREOF, LYING WITHIN THE CITY OF WILDWOOD LIFT STATION PROPERTIES (LIFT STATION NO. 1 AND LIFT STATION NO. 2) AS DESCRIBED IN WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LIFT STATION NO.1)

COMMENCE AT THE SOUTHWEST CORNER OF TRACT D, HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°38'01"E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT D, A DISTANCE OF 158.08 FEET; TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 4-FOOT TALL FIELD FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE N09°29'23"W, PARALLEL TO SAID FENCE A DISTANCE OF 27.69 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES: N77°35'26"E, A DISTANCE OF 48.35 FEET; S21°59'07"E, A DISTANCE OF 49.47 FEET; S81°26'05"W, A DISTANCE OF 59.00 FEET; THENCE N09°29'23"W, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

AND:

(LIFT STATION NO. 2)

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 13, BLOCK B, OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S53°17'27"W, ALONG A SOUTHWESTERLY PROJECTION OF THE NORTHWESTERLY BOUNDARY OF SAID LOT 13, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 6-FOOT TALL PRIVACY FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE S35°18'00"E, PARALLEL TO SAID FENCE A DISTANCE OF 5.78 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES; S55°05'17"W, A DISTANCE OF 18.33 FEET; N34°23'34"W, A DISTANCE OF 13.88 FEET; N53°11'59"E, A DISTANCE OF 18.11 FEET; THENCE S35°18'00"E, A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 6

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY; LESS THE NORTH 400.00 FEET THEREOF

AND:

THAT PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF FLORIDA'S TURNPIKE, LESS AND EXCEPT LOTS 8 AND 9, BLOCK R, WILDWOOD RANCH, A SUBDIVISION AS PER PLAT THEREOF FILED IN PLAT BOOK 3, PAGES 29A AND 29B, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR COUNTY ROAD 181.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING WESTERLY OF LAKE OKAHUMPKA AND LYING NORTH AND EAST OF FLORIDA'S TURNPIKELESS ANY PORTION LYING WITHIN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21.

AND:

THE SOUTH 1/2 OF THE SOUTH 1/2 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF LAKE OKAHUMPKA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

PARCEL 7

THAT LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: N00°07'23"E, 46.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°07'23"E, 1,871.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES: N42°56'27"W, 3,013.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5,579.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°56'12", A DISTANCE OF 772.89 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID EAST LINE, RUN SOUTH 660.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, RUN WEST 1,322.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, S00°10'33"W, 654.20 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'15"E, 353.50 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF LEE STREET; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 178.54 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK P; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: S89°39'16"E, 580.03 FEET; THENCE N00°21'57"E, 178.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'16"E, 515.91 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 13, BLOCK N; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, S00°22'04"W, ALONG SAID NORTHERLY EXTENSION AND WESTERLY BOUNDARY A DISTANCE OF 666.78 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK N; THENCE ALONG THE BOUNDARY OF LOTS 3 AND 4, BLOCK N, THE FOLLOWING COURSES: N89°39'51"W, 155.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S00°22'04"W, 611.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S89°35'38"E, 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°22'04"E, 612.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING THE BOUNDARY OF SAID LOTS 3 AND 4, ALONG THE SOUTHERLY BOUNDARY OF LOTS 9 THROUGH 12, BLOCK N, AND THE EASTERLY EXTENSION THEREOF, S89°39'51"E, 689.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF JUANITA STREET; THENCE DEPARTING SAID EASTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°19'38"W, 662.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, BLOCK M; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY BOUNDARY, S89°37'33"E, 345.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°05'42"W, 661.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 20, BLOCK H; THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, N89°41'39"W, 643.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°21'08"W, 1,310.74 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK H; THENCE ALONG THE

SOUTHERLY BOUNDARY OF LOTS 13 AND 30, BLOCK H, S89°38'50"E, 1,260.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30 AND THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY, N00°21'42"E, 35.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK G; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY EXTENSION AND THE SOUTH BOUNDARY OF SAID LOT 13, BLOCK G, S89°35'54"E, 699.28 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 8

THAT LAND LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: S00°19'55"W, 448.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'55"W, 2,210.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, S00°20'02"W, 2,516.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-468; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2791, PAGE 736 AND OFFICIAL RECORDS BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: N89°43'13"W, 115.87 FEET; THENCE S88°50'55"W, 747.68 FEET; THENCE N89°09'24"W, 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,794.58 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°29'41", A DISTANCE OF 252.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, N00°29'26"E, 1,377.15 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: N89°38'52"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13 A DISTANCE OF 639.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N00°21'01"E, 3,501.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, BLOCK H; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S89°39'22"E, ALONG THE NORTHERLY BOUNDARY OF LOT 10, BLOCK H AND LOT 33, BLOCK H, A DISTANCE OF 1,260.08 FEET TO THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S00°21'42"W, 130.36 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK G; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S89°37'28"E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY BOUNDARY OF SAID LOT 9, 699.71 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 9

ALL OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE; AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

PARCEL 10

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND:

THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAYS FOR FLORIDA'S TURNPIKE AND COUNTY ROAD 468 AND LESS ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 11

THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 501 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE NORTH 30.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; LESS THAT PORTION OF THE EAST 35.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE NORTH 208.71 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501.

AND:

PARCEL 12

ALL OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE, AND LESS RIGHT OF WAY FOR COUNTY ROAD 468 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 501. LESS THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF FLORIDA'S TURNPIKE.

AND:

PARCEL 13

THE SOUTH 3/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44 AND WEST OF COUNTY ROAD NO. 468, LESS AND EXCEPT THE WEST 1/4 OF THE WEST 1/2 OF SAID SECTION, AND LESS AND EXCEPT THE SOUTH 139 FEET OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION, AND LESS AND EXCEPT THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND ALSO LESS AND EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE LINE BETWEEN UNIT 1 AND UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC. SUBDIVISION AS SHOWN IN PLAT BOOK 3 ON PAGE 51-A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND LESS ANY PORTION VESTED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION, PER OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 14

THAT PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF COUNTY ROAD C-468 AND SOUTH OF STATE ROAD 44.

AND:

THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°32'23"E, 996.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N15°33'34"W, 76.17 FEET; THENCE N33°40'40"W, 89.06 FEET; THENCE N56°01'00"W, 109.03 FEET; THENCE N81°01'49"W, 111.45 FEET; THENCE N08°58'11"E, 220.30 FEET; THENCE S81°01'49"E, 195.00 FEET; THENCE N78°16'29"E, 90.30 FEET; THENCE N43°41'47"E, 58.88 FEET; THENCE N16°11'00"E, 61.72 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE: RUN S81°01'49"E, 210.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,622.93 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°01'14", AN ARC DISTANCE OF 24.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 24; THENCE ALONG SAID EAST LINE RUN S00°17'27"W, 493.95 FEET TO THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 24; THENCE ALONG SAID SOUTH LINE RUN S89°32'23"W, 332.27 FEET TO THE POINT OF BEGINNING.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE THEREOF RUN N00°20'01"E, 265.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N81°01'49"W, 192.49 FEET; THENCE N08°58'11"E, 443.80 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THENCE ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S81°01'49"E, 300.00 FEET; THENCE DEPARTING SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S08°58'11"W, 443.80 FEET; THENCE N81°01'49"W, 107.51 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

AND:

THAT PORTION OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND SOUTHERLY OF COUNTY ROAD C-468, LESS THOSE LANDS VESTED IN GRACE TABERNACLE OF WORSHIP, INC. ALSO BEING DESCRIBED AS:

THE EAST 436.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, LYING SOUTH OF COUNTY ROAD C-468.

AND:

ALL OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

AND:

THOSE PORTIONS OF SECTIONS 1 AND 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

LESS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA; THENCE RUN S00°40'20"W, ALONG THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 2240.02 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 THE FOLLOWING COURSES: CONTINUE S00°40'20"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 557.86 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE S00°44'45"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 2487.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, AS RECORDED ON FLORIDA STATE TURNPIKE AUTHORITY RIGHT OF WAY MAP PROJECT NO. 2, SECTION 14; THENCE RUN ALONG SAID

NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N42°21'30"W, A DISTANCE OF 505.19 FEET TO A CURVE THAT IS CONCAVE TO THE SOUTHWEST; (2) THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1498.35 FEET (SAID CURVE HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 14°36'04" AND A CHORD BEARING AND DISTANCE OF N49°46'20"W, 1494.30 FEET); (3) THENCE N57°03'06"W, A DISTANCE OF 287.77 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT FLORIDA POWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1758, PAGE 342, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N02°21'09"W, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 337.71 FEET; THENCE N00°39'29"E, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 1724.92 FEET; THENCE DEPARTING SAID WEST EASEMENT LINE, S89°36'07"E, A DISTANCE OF 527.02 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709; THENCE DEPARTING THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 AND ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 THE FOLLOWING COURSES: S00°27'55"W, 500.00 FEET; THENCE S89°36'07"E, 1205.06 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 15

THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND NORTHEASTERLY OF C.R. 501.

LESS:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2150, PAGE 462, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THAT PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 497, PAGE 736, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY FOR COUNTY ROAD CR-501; ALL LYING IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3 RUN S33°52'42"E, 202.27 FEET (THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 HAVING A BEARING OF S00°08'13"E); THENCE N66°56'13"E, 149.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND THE POINT OF BEGINNING; THENCE CONTINUE N66°56'13"E, 415.12 FEET; THENCE S23°03'47"E, 396.69 FEET; THENCE S66°56'13"W, 414.82 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,920.00 FEET AND A CHORD BEARING AND DISTANCE OF N23°06'23"W, 396.69 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°47'23", A DISTANCE OF 397.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF COUNTY ROAD CR-501.

AND:

THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 AND THE WEST 1/2 OF THE NW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4, ALL LYING AND BEING IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND LESS AND EXCEPT THE NORTH 405 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND LESS AND EXCEPT THE SOUTH 270.00 FEET OF THE NORTH 675.00 FEET OF THE WEST 885.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR COUNTY ROAD 501.

TOGETHER WITH:

THE SW 1/4 OF THE SE 1/4, LESS ROAD RIGHT OF WAYS FOR COUNTY ROADS 501 AND 470, SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR-470 AND LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

AND:

PARCEL 16

ALL OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS COUNTY ROAD 470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTIONS 14, 15, 16, 21, 22, 23, 24, 25, 26 AND 27 OF TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

SECTION 28, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 THEREOF.

AND:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THE EAST 3/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN O.R. BOOK 3625, PAGE 110, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 2640.92 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 683.08 FEET TO A POINT ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2606, PAGE 481, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID BOUNDARY LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) THENCE RUN NORTH 84°29'02" WEST, A DISTANCE OF 777.58 FEET; (2) THENCE RUN NORTH 07°57'01" WEST, A DISTANCE OF 1713.56 FEET; (3) THENCE RUN SOUTH 60°43'23" WEST, A DISTANCE OF 597.88 FEET; (4) THENCE RUN SOUTH 66°39'30" WEST, A DISTANCE OF 184.49 FEET; (5) THENCE RUN SOUTH 78°24'35" WEST, A DISTANCE OF 135.85 FEET; (6) THENCE RUN NORTH 53°32'09" WEST, A DISTANCE OF 100.92 FEET; (7) THENCE RUN NORTH 31°34'09" WEST, A DISTANCE OF 464.53 FEET; (8) THENCE RUN NORTH 03°09'28" WEST, A DISTANCE OF 526.69 FEET; (9) THENCE RUN NORTH 01°23'28" WEST, A DISTANCE OF 968.40 FEET TO A POINT ON NORTH LINE OF SAID SECTION 1; THENCE S89°52'30"E, 2222.55 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 17

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE.

AND:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE; AND LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; LESS ANY PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 201, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN SOUTH 1320.00 FEET; EAST 90 FEET; NORTHEASTERLY 644.11 FEET, NORTHEASTERLY 729.29 FEET; WEST 419.17 FEET TO THE POINT OF BEGINNING.

AND:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHWESTERLY OF FLORIDA'S TURNPIKE.

LESS:

ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 329, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S89°54'08"E, ALONG THE NORTH LINE THEREOF, 338.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID RIGHT-OF-WAY, S56°58'48"E, 258.62 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, S33°01'12"W, 200.00 FEET; THENCE N56°58'48"W, 532.03 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID WEST LINE, N00°13'51"E, 19.28 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

AND:

PARCEL 18

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA;

AND:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, LYING EASTERLY OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; ALL THE ABOVE, LESS RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND:

PARCEL 19

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2, LESS THE NORTH 278.68 FEET OF THE WEST 163.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4; ALL IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND

THE NORTH 3/4 OF THE WEST 1/2, LESS THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2; LESS 5 ACRES IN THE NORTHWEST CORNER AND LESS BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, RUN SOUTH 466 FEET 8 INCHES FOR POINT OF BEGINNING, THENCE RUN SOUTH 210 FEET, THENCE EAST 210 FEET, THENCE NORTH 210 FEET, THENCE WEST 210 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO, LESS RIGHT-OF-WAY FOR COUNTY ROAD

C-468;

TOGETHER WITH:

THE SOUTH 325 YARDS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD 505;

TOGETHER WITH:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 330.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; ALL IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 505;

AND:

PARCEL 20

THOSE PORTIONS OF LAND LYING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST AND SECTION 6, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND SECTION 1, TOWNSHIP 20 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°42'48" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1329.49 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°22'44" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1993.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°45'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 665.79 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°20'56" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 664.30 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'01" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 361.14; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 30°52'18" WEST, 601.81 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, AND THE THREAD (CENTERLINE) OF SHADY BROOK; THENCE RUN SOUTHWESTERLY ALONG SAID THREAD (CENTERLINE) OF

SHADY BROOK THE FOLLOWING TWENTY ONE (21) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 30°39'11" WEST, A DISTANCE OF 206.13 FEET; 2) THENCE RUN SOUTH 36°48'33" WEST, A DISTANCE OF 143.00 FEET; 3) THENCE RUN SOUTH 34°04'51" WEST, A DISTANCE OF 43.09 FEET; 4) THENCE RUN SOUTH 63°06'48" WEST, A DISTANCE OF 108.78 FEET; 5) THENCE RUN SOUTH 72°59'03" WEST, A DISTANCE OF 51.27 FEET; 6) THENCE RUN SOUTH 80°53'56" WEST, A DISTANCE OF 47.52 FEET; 7) THENCE RUN SOUTH 86°58'55" WEST, A DISTANCE OF 99.28 FEET; 8) THENCE RUN SOUTH 63°14'45" WEST, A DISTANCE OF 238.03 FEET; 9) THENCE RUN SOUTH 64°37'12" WEST, A DISTANCE OF 183.19 FEET; 10) THENCE RUN SOUTH 54°17'50" WEST, A DISTANCE OF 178.15 FEET; 11) THENCE RUN SOUTH 36°57'57" WEST, A DISTANCE OF 104.22 FEET; 12) THENCE RUN SOUTH 64°03'19" WEST, A DISTANCE OF 91.46 FEET; 13) THENCE RUN SOUTH 79°02'43" WEST, A DISTANCE OF 121.33 FEET; 14) THENCE RUN SOUTH 49°27'14" WEST, A DISTANCE OF 52.20 FEET; 15) THENCE RUN SOUTH 34°24'56" WEST, A DISTANCE OF 39.92 FEET; 16) THENCE RUN SOUTH 59°44'16" WEST, A DISTANCE OF 154.04 FEET; 17) THENCE RUN SOUTH 30°49'44" WEST, A DISTANCE OF 144.25 FEET; 18) THENCE RUN NORTH 87°27'56" WEST, A DISTANCE OF 58.62 FEET; 19) THENCE RUN SOUTH 85°40'21" WEST, A DISTANCE OF 48.94 FEET; 20) THENCE RUN SOUTH 18°42'44" EAST, A DISTANCE OF 63.68 FEET; 21) THENCE RUN SOUTH 14°30'36" WEST, A DISTANCE OF 130.54 FEET; THENCE DEPARTING SAID THREAD (CENTERLINE) OF SHADY BROOK, RUN NORTH 83°38'24" WEST, A DISTANCE OF 421.03 FEET, MORE OR LESS; THENCE RUN SOUTH 82°17'56" WEST, A DISTANCE OF 330.46 FEET; THENCE RUN NORTH 32°32'27" WEST, A DISTANCE OF 828.14 FEET; THENCE RUN NORTH 54°21'38" EAST, A DISTANCE OF 318.72 FEET; THENCE RUN NORTH 31°28'06" EAST, A DISTANCE OF 320.37 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°46'19" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1114.38 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'16" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.79 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°26'21" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2659.09 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 21

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SUMTER, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

IN TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 28: THE SE 1/4 OF THE SE 1/4

SECTION 31: ALL

SECTION 32: ALL

SECTION 33: ALL

SECTION 34: ALL

SECTION 35: ALL

SECTION 36: THE SW 1/4 OF THE NW 1/4 AND THE WEST ONE-HALF OF THE SW 1/4

AND:

IN TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 2: ALL; LESS THE SE 1/4 OF THE SW 1/4 AND LESS THE SOUTH ONE-HALF OF THE SE 1/4

SECTION 3: ALL

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

SECTION 9: NORTH ONE-HALF OF THE NE 1/4; AND NORTH ONE-HALF OF THE NW 1/4; AND THAT PORTION OF THE SW 1/4 OF THE NW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD; AND THAT PORTION OF THE NORTH ONE-HALF OF THE NW 1/4 OF THE SW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD

SECTION 10: EAST ONE-HALF OF THE NE 1/4; AND THE NW 1/4 OF THE NE 1/4; AND THE NE 1/4 OF THE NW 1/4; AND THE NW 1/4 OF THE NW 1/4

SECTION 11: THE WEST ONE-HALF OF THE NW 1/4; AND THE NW 1/4 OF THE SW 1/4; AND THE SE 1/4 OF THE NW 1/4 (LESS RIGHT-OF-WAY FOR STATE ROAD 471)

AND:

PARCEL 22

THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING

THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 23

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 4102, PAGE 475, OFFICIAL RECORDS BOOK 4102, PAGE 492, OFFICIAL RECORDS BOOK 4204, PAGE 267 AND OFFICIAL RECORDS BOOK 4204, PAGE 378, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND

PARCEL 24

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4108, PAGE 314, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA:

(A PORTION OF PARCEL G16-069)

A PORTION OF THE NORTH 400.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND WEST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BUENA VISTA BOULEVARD, A PROPOSED 120.0 FOOT WIDE RIGHT-OF-WAY.

LESS AND EXCEPT TRACT "D" OF HEARTY HOST LAKE RESORT, AS PER PLAT THEROF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT HERITAGE WOOD 'N LAKES ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 61, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THOSE LANDS REFERRED TO AS "LIFTSTATION NO.1" AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID OVERALL LANDS IN THIS DESCRIPTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 0°44'24" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 24.35 FEET TO THE SOUTHWEST CORNER OF AFORESAID TRACT "D" AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°55'06" EAST, ALONG THE SOUTH LINE OF SAID TRACT "D", A DISTANCE OF 163.72 FEET TO A POINT ON THE WEST LINE OF AFORESAID "LIFTSTATION NO.1"; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG THE BOUNDARY OF SAID "LIFTSTATION NO.1" THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 9°05'03" EAST, A DISTANCE OF 16.96 FEET; 2) THENCE RUN NORTH 81°50'25" EAST, A DISTANCE OF 59.00 FEET; 3) THENCE RUN NORTH 21°34'47" WEST, A DISTANCE OF 9.09 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID TRACT "D"; THENCE DEPARTING SAID "LIFTSTATION NO. 1" BOUNDARY, RUN NORTH 89°55'06" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 173.01 FEET TO A POINT ON THE EAST LINE OF AFORESAID TRACT "D"; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°13'25" EAST, ALONG SAID EAST LINE, A DISTANCE OF 23.83 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 400.00' OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°59'33" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 247.35 FEET TO THE WEST LINE OF AFORESAID HERITAGE WOOD 'N LAKES ESTATES; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°29'35" WEST, ALONG SAID WEST LINE, A DISTANCE OF 10.05 FEET TO A POINT ON THE SOUTH LINE OF SAID HERITAGE WOOD 'N LAKES ESTATES; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°53'04" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 695.11 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°24'08" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID PROPOSED BUENA VISTA BOULEVARD, SAID POINT BEING ON A 840.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°25'41" WEST AND A CHORD LENGTH OF 223.78 FEET; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°18'32", AN ARC DISTANCE OF 224.44 FEET TO A POINT OF REVERSE CURVATURE OF A 535.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°49'58" WEST AND A CHORD LENGTH OF 676.99 FEET; 2) THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°29'58", AN ARC DISTANCE OF 732.99 FEET TO A POINT OF NON-TANGENCY ON THE SOUTH LINE OF THE NORTH 400.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°59'33" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 558.07 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°44'24" EAST, ALONG SAID WEST LINE, A DISTANCE OF 375.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4118, PAGE 356, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH 400.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND WEST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BUENA VISTA BOULEVARD, A PROPOSED VARIABLE WIDTH RIGHT-OF-WAY, AND LYING SOUTH OF HERITAGE WOOD 'N LAKES ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 61 AND 61A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. SAID OVERALL LANDS IN THIS DESCRIPTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID HERITAGE WOOD 'N LAKES ESTATES; THENCE RUN NORTH 89°53'04" EAST, ALONG THE SOUTH LINE OF SAID HERITAGE WOOD 'N LAKES ESTATES, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 63, BLOCK "C" OF SAID HERITAGE WOOD 'N LAKES ESTATES AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°53'04" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 635.31 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°24'08" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID PROPOSED BUENA VISTA BOULEVARD, SAID POINT BEING ON A 840.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°29'06" WEST AND A CHORD LENGTH OF 20.87 FEET; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°25'24", AN ARC DISTANCE OF 20.87 FEET TO A POINT OF COMPOUND CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°56'19" WEST AND A CHORD LENGTH OF 188.59 FEET; 2) THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°29'01", AN ARC DISTANCE OF 189.17 FEET TO A POINT OF REVERSE CURVATURE OF A 535.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°49'26" WEST AND A CHORD LENGTH OF 449.77 FEET; 3) THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°42'46", AN ARC DISTANCE OF 464.19 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 0°27'20" EAST, A DISTANCE OF 147.08 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

(PARCEL G16-070)

THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF AND EAST OF TRACT "D", IN HEARTY HOST LAKE RESORT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; ALSO LYING SOUTH OF LOT 1, WILDWOOD COUNTRY RESORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; AND ALSO, LYING WEST OF HERITAGE WOOD 'N LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 61, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

THOSE LANDS DESCRIBED IN THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 151. PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

A PORTION OF THE NORTH 400.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND WEST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BUENA VISTA BOULEVARD, A PROPOSED VARIABLE WIDTH RIGHT-OF-WAY, AND LYING SOUTH OF HERITAGE WOOD 'N LAKES ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 61 AND 61A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. SAID OVERALL LANDS IN THIS DESCRIPTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID HERITAGE WOOD 'N LAKES ESTATES; THENCE RUN NORTH 89°53'04" EAST, ALONG THE SOUTH LINE OF SAID HERITAGE WOOD 'N LAKES ESTATES, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 63, BLOCK "C" OF SAID HERITAGE WOOD 'N LAKES ESTATES AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°53'04" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 635.31 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°24'08" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID PROPOSED BUENA VISTA BOULEVARD, SAID POINT BEING ON A 840.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°29'06" WEST AND A CHORD LENGTH OF 20.87 FEET; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°25'24", AN ARC DISTANCE OF 20.87 FEET TO A POINT OF COMPOUND CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°56'19" WEST AND A CHORD LENGTH OF 188.59 FEET; 2) THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°29'01", AN ARC DISTANCE OF 189.17 FEET TO A POINT OF REVERSE CURVATURE OF A 535.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°49'26" WEST AND A CHORD LENGTH OF 449.77 FEET; 3) THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°42'46", AN ARC DISTANCE OF 464.19 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 0°27'20" EAST, A DISTANCE OF 147.08 FEET TO THE POINT OF BEGINNING.

AND

THOSE LANDS DESCRIBED IN THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3824, PAGE 57.
PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LYING
SOUTH OF STATE ROAD 44, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD-RIGHT-OF
WAY, ALL IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1944, PAGE
85, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882, PAGE
793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF
RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF
RECORDED IN PLAT BOOK 4, PAGE 63, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF HERITAGE WOOD 'N LAKES ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 61,
OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2765, PAGE 151,
OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

THE WEST 100 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 16, TOWNSHIP 19, SOUTH, RANGE
23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHERLY OF STATE ROAD 44.

TOGETHER WITH:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 21 TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 2" IRON PIPE MARKING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE RUN NORTH 89°59'54" EAST ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 1334.50 FEET TO A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21, AND THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE RUN SOUTH 00°20'04" WEST, A DISTANCE OF 665.49 FEET TO A 5/8" IRON ROD AND CAP (STAMPED LB 470-9); THENCE RUN SOUTH 89°54'46" EAST, A DISTANCE OF 368.27 FEET, MORE OR LESS, TO A POINT HEREBY DESCRIBED AS POINT "A" AND A POINT ON THE WESTERLY WATER'S EDGE OF LAKE OKAHUMPKA; THENCE RUN NORTHERLY ALONG SAID WESTERLY WATER'S EDGE APPROXIMATELY 804 FEET, MORE OR LESS, TO A POINT HEREBY DESCRIBED AS POINT "B" AND A POINT ON THE AFOREMENTIONED NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 21, SAID POINT "B" LYING NORTH 25°05'37" EAST, A DISTANCE OF 735.37 FEET FROM THE AFOREMENTIONED POINT "A"; THENCE DEPARTING SAID WESTERLY WATER'S EDGE RUN SOUTH 89°59'54" WEST, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 676.30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AND

THOSE LANDS DESCRIBED IN THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3628, PAGE 437. PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

A PORTION OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF SAID SECTION 16; THENCE ALONG THE WEST BOUNDARY OF THE N.W. ¼ OF SAID SECTION 16, S.00°18'47"W., A DISTANCE OF 1077.39 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 44 (A VARIABLE WIDTH RIGHT OF WAY); THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID RIGHT OF WAY LINE, S.69°26'36"E., A DISTANCE OF 1415.84 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE S.00°13'06"W., A DISTANCE 19.20 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, S.00°17'19"W., A DISTANCE OF 291.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 45°57'06" AND A CHORD BEARING AND DISTANCE OF S.22°44'18"E., 253.72 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 260.65 FEET TO THE POINT OF TANGENCY; THENCE S.00°14'14"W., A DISTANCE OF 553.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 512.00 FEET, A CENTRAL ANGLE OF 08°53'06" AND A CHORD BEARING AND DISTANCE OF S.04°40'48"W., 79.32 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 488.00 FEET, A CENTRAL ANGLE OF 08°53'06" AND A CHORD BEARING AND DISTANCE OF

S.04°40'48"W., 75.60 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.68 FEET TO THE POINT OF TANGENCY; THENCE S.00°14'14"W., A DISTANCE OF 190.50 FEET TO THE POINT OF BEGINNING.

THENCE S.90°00'00"E. (DUE EAST), A DISTANCE OF 196.39 FEET; THENCE N.43°05'15"E., A DISTANCE OF 1.35 FEET; THENCE S.04°41'02"W., A DISTANCE OF 68.03 FEET; THENCE S.44°51'24"E., A DISTANCE OF 61.83 FEET; THENCE S.90°00'00"E. (DUE EAST), A DISTANCE OF 158.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 97°21'44" AND A CHORD BEARING AND DISTANCE OF S.29°11'38"E., 495.69 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 560.77 FEET TO THE END OF SAID CURVE; THENCE S.45°00'00"E., A DISTANCE OF 75.00 FEET; THENCE S.00°00'00"W. (DUE SOUTH), A DISTANCE OF 150.00 FEET; THENCE S.45°00'00"W., A DISTANCE OF 75.00 FEET; THENCE S.75°00'00"W., A DISTANCE OF 340.00 FEET; THENCE S.90°00'00"W. (DUE WEST), A DISTANCE OF 120.00 FEET; THENCE S.65°00'00"W., A DISTANCE OF 121.91 FEET; THENCE S.80°00'00"W., A DISTANCE OF 55.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 89°28'12" AND A CHORD BEARING AND DISTANCE OF N.03°57'40"W., 122.47 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 135.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 48°56'01" AND A CHORD BEARING AND DISTANCE OF N.24°13'46"W., 41.42 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.70 FEET TO THE POINT OF TANGENCY; THENCE N.00°14'14"E., A DISTANCE OF 788.63 FEET TO THE POINT OF BEGINNING.

PARCEL 25

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4323, PAGE 396, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA:

A PARCEL OF LAND LYING IN THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT "D" OF VILLAGE OF FENNEY BOUGAINVILLEA VILLAS AS RECORDED IN PLAT BOOK 16, PAGES 11 & 11A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTH RIGHT OF WAY OF COUNTY ROAD 468 /WARM SPRINGS AVENUE (HAVING A 113 FOOT WIDTH), S.89°42'01"E., 210.00 FEET TO THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3026, PAGE 258 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, ALONG THE EAST BOUNDARY OF SAID LANDS, S.00°28'58"W., 37.91 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S.22°40'28"W., 102.69 FEET TO THE SOUTH BOUNDARY OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3026, PAGE 258; THENCE ALONG SAID SOUTH BOUNDARY, N.89°39'18"W., 171.00 FEET TO THE SOUTHWEST CORNER OF SAID

LANDS; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF SAID LANDS, N.00°23'26"E., 132.73 FEET TO THE POINT OF BEGINNING.

AND:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4323, PAGE 393, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA:

BEGINNING AT THE SW CORNER OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4, SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, RUN NORTH 357 FEET TO POINT OF BEGINNING, CONTINUE NORTH 100 FEET, EAST 171 FEET, SOUTH 100 FEET, WEST 171 FEET TO POINT OF BEGINNING, SAID LAND SITUATE AND LYING IN SUMTER COUNTY, FLORIDA.

AND

PARCEL 26

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 753, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA:

A PORTION OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 190 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13, LESS THE NORTH 50 FEET AND LESS THE EAST 22.5 FEET THEREOF.

PARCEL 27

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4118, PAGE 354, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LIFT STATION NO.1)

COMMENCE AT THE SOUTHWEST CORNER OF TRACT D, HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°38'01"E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT D, A DISTANCE OF 158.08 FEET; TO THE POINT

OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 4-FOOT TALL FIELD FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE N09°29'23"W, PARALLEL TO SAID FENCE A DISTANCE OF 27.69 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES: N77°35'26"E, A DISTANCE OF 48.35 FEET; S21°59'07"E, A DISTANCE OF 49.47 FEET; S81°26'05"W, A DISTANCE OF 59.00 FEET; THENCE N09°29'23"W, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO.: ~~O2022~~O2023-15

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55, ORDINANCE NO. O2020-14, AND ORDINANCE ~~O2020-14~~NO. O2022-43; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, ~~AND~~ GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, BLUE GOOSE UTILITY COMPANY, LLC, BLUE GOOSE WATER CONSERVATION AUTHORITY, LLC, OKEEHUMKEE UTILITY COMPANY, LLC, AND OKEEHUMKEE WATER CONSERVATION AUTHORITY, LLC, AND THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING RATES PROVISIONS; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "~~Second~~Third Amended and Restated Villages ARD Franchisees Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter “City”) exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements, and other public places located within the limits of the City.

(2) Affiliates of the Franchisees are the Owners of that certain real property located in the City of Wildwood being more particularly described on **Exhibit “A”** attached hereto and incorporated herein (the “Property”).

(3) Affiliates of Franchisees will develop the Property in accordance with its zoning and land use approvals for a large-scale active adult community, and a supporting family-oriented community (the “Villages ARD Planned Development”).

(4) The Property is currently located within the City’s exclusive water, wastewater, and reclaimed water service area.

(5) The City’s reclaimed water service is not currently available to the Property.

(6) The City Commission has considered a request submitted by the proposed Franchisees, which are South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Utility Company, LLC, ~~and Gibson Place~~Gibson Place Water Conservation Authority, LLC, Blue Goose Utility Company, LLC, Blue Goose Water Conservation Authority, LLC, Okeehumkee Utility Company, LLC, and Okeehumkee Water Conservation Authority, LLC, to provide potable water and wastewater services, irrigation services with irrigation water, as well as electric and natural gas services to serve the Property.

(7) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owners and maintained by the City at great expense to the City’s taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisees.

(8) The City desires to ensure that the aforesaid rights-of-way used by the Franchisees are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(9) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10) The City Commission amended certain terms of the Franchise granted to ~~the South Sumter Utility Company, LLC~~certain Franchisees pursuant to Ordinance O2017-23 ~~and~~, O2019-55, O2020-14, and O2022-43.

(11) Further, the City terminated the Wholesale Potable Water and Wastewater Agreement entered into on September 14, 2017 as recorded in the Official Records Book 3276, Page 117, Public Records of Sumter County, Florida, through a territory and emergency services agreement.

(12) Pursuant to the termination of the Wholesale Potable Water and Wastewater Agreement, the City terminated the Grant of Easement as recorded in Official Record Book 3429, Page 375, Public Records of Sumter County, Florida.

(13) It is the further intent of the City Commission that as additional Villages ARD Planned Development property is added to the Property, the City will approve further amendments to Ordinance O2017-23, Ordinance O2019-55, Ordinance O2020-14, and Ordinance O2019-55O2022-43, expanding the boundary as it did in Ordinance ~~O2020-14~~O2022-43.

(14) After due deliberation and full consideration, the City Commission has determined to amend and restate Ordinance No. ~~O2019-55O2022-43~~ which granted a franchise to South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, ~~and~~ South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Water Conservation Authority, LLC, and Gibson Place Water Conservation Authority, LLC, to provide such services, subject to the terms and conditions set forth below.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term “City” shall mean the City of Wildwood, Florida.

(b) The term “Customers” shall mean and include any and all organizations, firms, entities, or persons who may desire or require Franchisees’ services for land located within the Franchise territory.

(c) The term “Franchisees” shall mean South Sumter Utility Company, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, South Sumter Electric Company, LLC, a Florida limited liability company, South Sumter Gas Company, LLC, a Florida limited liability company, Middleton Utility Company, LLC, a Delaware limited liability company, Middleton Water Conservation Authority, LLC, a Delaware limited liability company, Gibson Place Utility Company, LLC, a Florida limited liability company ~~and~~, Gibson Place Water Conservation Authority, LLC, a Florida limited liability company, Blue Goose Utility Company, LLC, a Delaware limited liability company, Blue Goose Water Conservation Authority, LLC, a Delaware limited liability company, Okeehumkee Utility Company, LLC, a Delaware limited liability company, and Okeehumkee Water Conservation Authority, LLC, a

Delaware limited liability company. Franchisees shall also include any entity that is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term “Franchise” or “Franchise Agreement” shall mean this Third Amended and Restated Villages ARD Franchisees Ordinance ~~and Agreement~~, as passed and adopted by the City and accepted by each Franchisee.

(e) The term “Franchise Territory” shall mean the following: (i) the area of the City more particularly described in Exhibit “A” attached hereto and incorporated herein, which area includes the Property and certain public right-of-way located adjacent to the Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Planned Development, provided such additional property must be added as an amendment to this ~~franchise~~Franchise by ordinance, less and except that portion of the City lying within the Brownwood community.

(f) The term “Operating Revenues” for each Franchisee shall mean all user fees collected by Franchisees from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as contributions-in-aid-of-construction, sales taxes, municipal public service taxes, franchise fees, or other non-user fees or charges derived from the operation of the services of such Franchisee.

(g) The term “Systems” shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City’s Charter, relevant special acts, and Chapter 166, Florida Statutes (~~2021~~.
2023).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate, and maintain the Systems and related facilities, including but not limited to pump, stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control ~~devises~~devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying distributing, or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as “Systems”). The foregoing rights granted to each Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of the purchase option set forth in this Franchise, to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time

during the period of this Franchise, except for pre-existing franchises. The Franchisees each acknowledge that the City currently has Franchise Agreements with TECO (Ordinance No. O2009-13) dated August 9, 2009, Duke Energy (Ordinance No. 289) dated May 13, 1996, SECO (Ordinance No. O2020-68) dated November 9, 2020, Wildwood Utility Dependent District (Ordinance No. 02021-45) dated August, 23, 2021, and The City of Leesburg, Florida (Ordinance Nos. O2018-14 and O2020-31) dated February 26, 2018 and July 27, 2020, respectively. To the extent that any or all of these Franchise ~~Agreement~~Agreements conflict with or supersede any Franchisee's rights under this Franchise Agreement, no Franchisee shall interfere with or challenge the prior rights of TECO, Duke Energy, SECO, Wildwood Utility Dependent District and/or the City of Leesburg, Florida. _____

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Third Amended and Restated Villages ARD Franchisees Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each ~~Franchise~~Franchisee is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes, and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolution of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent ~~not~~not inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fess as may be lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all time, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules, and regulation as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction, and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to South Sumter Utility Company, LLC.** The Franchise being granted to South Sumter Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards; and

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards; and

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities; and

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, South Sumter Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(b) **Franchise Granted to Southeast Wildwood Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Southeast Wildwood Water Conservation Authority, LLC (SEWWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(c) **Franchise Granted to South Sumter Electric Company, LLC.** For electric power distribution and related facilities, South Sumter Electric Company, LLC is

granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(d) **Franchise Granted to South Sumter Gas Company, LLC.** For natural gas distribution and related facilities, South Sumter Gas Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(e) **Franchise Granted to Middleton Utility Company, LLC.** The Franchise being granted to Middleton Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards; ~~and~~

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards; ~~and~~

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities; ~~and~~

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Middleton Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate;

divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(f) **Franchise Granted to Middleton Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, (MWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(g) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards; and
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards; and
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities; ;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Gibson Place Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee

initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(h) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of ~~Middleton~~Gibson Place Water Conservation Authority, LLC, (GPWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(i) **Franchise Granted to Blue Goose Utility Company, LLC.** The Franchise being granted to Blue Goose Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards; and

(2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards; and

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said

facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Blue Goose Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(j) **Franchise Granted to Blue Goose Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Blue Goose Water Conservation Authority, LLC (BGWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(k) **Franchise Granted to Okeehumkee Utility Company, LLC.** The Franchise being granted to Okeehumkee Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards; and
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards; and
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities.

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Okeehumkee Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(l) **Franchise Granted to Okeehumkee Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Okeehumkee Water Conservation Authority, LLC (OWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisees of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

(1) Comprehensive General Liability - bodily injury and property damage coverage shall be for not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

(2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than \$500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

(3) The City Commission for the City of Wildwood shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisees' operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisees' annual gross Operating Revenues taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. Each Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisees shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisees within 20 days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed

during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees ~~set forth herein or as~~ approved by the Florida Public Service Commission, or if not governed by the Florida Public Service Commission, then as ~~approved by the City (hereinafter the "Approved Rates and Fee Schedule").~~ permitted herein (hereinafter the "Approved Rates and Fee Schedule"). The initial Approved Rates and Fee Schedule for each Franchisee shall be as determined by the Franchisee and shall not require approval by the City. If the Franchisee desires to increase their Approved Rates and Fee Schedule, then such increases shall be subject to the limitations set forth in paragraph (b) below.

(b) From time to time, but not more than once per calendar year, each Franchisee whose rates are not governed by the Florida Public Service Commission shall have the ability to ~~apply to the City to make~~ changes to the Approved Rates and ~~Fees~~ Fee Schedule. ~~Requests for increases~~ Increases to the Approved Rates and ~~Fees~~ Fee Schedule that do not exceed the rate of inflation determined by the Consumer Price

~~index~~Index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the ~~calendar year (January 1st to December 31st)~~immediately preceding the calendar year in which the request is made~~adjustment~~ shall not require an approval hearing of the City Commission; ~~provided, however, that each Franchisee may only file one such request per calendar year.~~ All other requests for changes to the Approved ~~Rate~~Rates and Fee ~~Schedules~~Schedule shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing. **NOTE:** ~~In no event, will the actual annual rate adjustment be less than positive two percent (2%), and no greater than positive four percent (4%). All rates and fees charged by the Franchisees prior to the Effective Date of this Franchise are hereby approved. Each Franchisee whose rates are governed by the Florida Public Service Commission may make changes to its Approved Rates and Fee Schedule without approval of the City Commission.~~

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisees' franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisees; (ii) any assignment of Franchisees' franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisees shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisees.

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisees for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

SECTION 15. TERM OF FRANCHISE. This Franchise and the rights herein granted to each Franchisee shall take effect after final passage of this Ordinance, as required by law, and full execution by all parties, and shall continue in full force and effect for a term of thirty (30) years after the date on which the Franchise Agreement was accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Ordinance may be amended in the future ("Ordinance Amendment") to incorporate additional property which pursuant to Section 3(e) will become part of the Franchise Territory. As additional areas are brought within the Franchise Territory, such Ordinance Amendment shall extend the term of the Franchise thirty (30) years from the effective date of each such amendment. At such time as any Franchise interest is conveyed to a community development district, dependent district or independent district (the "District") as may be created pursuant to Chapters 189 and 190, Florida Statutes, notice shall be provided to the City and, upon request by the District, the City will undertake deliberations to consider granting a thirty (30) year Franchise to the District, for the area within the District, under the same terms and conditions of the transferring Franchise.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City: City of Wildwood
 Attn: Jason McHugh, AICP
 City Manager
 100 N. Main Street
 Wildwood, FL 34785

With Copy to: Ashley S. Hunt, Esq.
 Hunt Law Firm, P.A.
 601 S. 9th Street
 Leesburg, FL 34748

With Copy to: City of Wildwood
 Attn: Susan Patterson
 City Clerk
 100 N. Main Street
 Wildwood, FL 34785

As To Franchisees:

 South Sumter Utility Company, LLC
 3619 Kiessel Road
 The Villages, Florida 32163

 Southeast Wildwood Water Conservation Authority, LLC
 3619 Kiessel Road
 The Villages, Florida 32163

 South Sumter Electric Company, LLC
 3619 Kiessel Road
 The Villages, Florida 32163

 South Sumter Gas Company, LLC
 3619 Kiessel Road
 The Villages, Florida 32163

 Middleton Utility Company, LLC

3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
3619 Kiessel Road
The Villages, Florida 32163

Blue Goose Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Blue Goose Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Okeehumkee Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Okeehumkee Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

With Copy to:

South Sumter Utility Company, LLC
Attention: ~~Kelsea Morse Manly~~Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
Attention: ~~Kelsea Morse Manly~~Legal Department
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
Attention: ~~Kelsea Morse Manly~~Legal Department
3619 Kiessel Road

The Villages, Florida 32163

South Sumter Gas Company, LLC
Attention: ~~Kelsea Morse Manly~~Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
Attention: ~~Kelsea Morse Manly~~Legal Department
~~3619 Kiessel Road~~
~~The Villages, Florida 32163~~

3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
Attention: ~~Kelsea Morse Manly~~Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
Attention: ~~Kelsea Morse Manly~~Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
Attention: ~~Kelsea Morse Manly~~Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Blue Goose Utility Company, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Blue Goose Water Conservation Authority, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Okeehumkee Utility Company, LLC
Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Okeehumkee Water Conservation Authority, LLC

Attention: Legal Department
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. RIGHT OF ACQUISITION BY CITY. The City shall have the right to purchase and take over the property and services of ~~the~~ South Sumter Utility Company, LLC ~~Franchise~~, Middleton Utility Company, LLC, ~~and/or~~ Gibson Place Utility Company, LLC ~~Franchise~~, Blue Goose Utility Company, LLC, and/or Okeehumkee Utility Company, LLC at the expiration of the Franchise term, unless the City requests to extend the Franchise(s) for an additional thirty (30) years. In the event the City desires to extend the Franchise(s), the City shall provide official notice to the Franchisee(s) one year in advance of the expiration of the term. In the event the City does not extend the Franchise(s), the City shall have the right to purchase and take over the property and services of ~~the~~ South Sumter Utility Company, LLC ~~Franchise~~, Middleton Utility Company, LLC, ~~and/or~~ Gibson Place Utility Company, LLC ~~Franchise~~, Blue Goose Utility Company, LLC, and/or Okeehumkee Utility Company, LLC, subject to this Ordinance by providing an official notice upon South Sumter Utility Company, LLC ~~Franchisee~~, Middleton Utility Company, LLC ~~Franchisee~~, ~~and/or~~, Gibson Place Utility Company, LLC ~~Franchisee~~, Blue Goose Utility Company, LLC, and/or Okeehumkee Utility Company, LLC to that effect and payment to Franchisee(s) of the price. The Franchisee(s) shall execute such deeds or instruments of conveyance to the City as shall be required to convey to the City title to the property in fee simple, free from any and all liens and encumbrances. The price shall be based upon fair market value as determined by mutual agreement or non-binding arbitration. Each side shall pay its own attorneys' fees.

SECTION 23. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the

terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 24. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 15 ~~and 16~~ and 16 hereinabove.

DONE AND ORDAINED this _____ day of ~~June, 2022~~ _____, 2023, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading:

Second Reading:

Approved as to form:

City Attorney

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Development Moratorium

REQUESTED ACTION: Staff requests Commission direction.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

At a special called meeting of the Commission on March 6th, Development Services Director Melanie Peavy conducted a presentation concerning the growth pattern within Wildwood and its impact on city services. Following the presentation, the Commission deliberated about how to address the continuing demand for development within the City and the ability of the City to provide sufficient services to the community. The determination made via majority vote of the Commission was to impose a temporary moratorium on future land use map amendments and rezoning applications that would increase a parcel's residential density entitlements until staff is able to obtain additional information that supports the City's ability to adequately provide the needed services. This ordinance, drafted by the City Attorney's office, sets out the terms for the temporary moratorium. Staff will work diligently during the moratorium to solicit firms who can provide the additional analysis needed to ensure the City can meet the level of service required by future development.

ORDINANCE NO. O2023-16

AN ORDINANCE OF THE CITY OF WILDWOOD , FLORIDA, DECLARING AND IMPLEMENTING A TEMPORARY MORATORIUM UNTIL JANUARY 1, 2024, ON THE ACCEPTANCE, PROCESSING, AND CONSIDERATION OF APPLICATIONS FOR ANY NEW COMPREHENSIVE PLAN AMENDMENTS AND REZONINGS RESULTING IN A REQUEST FOR AN INCREASE OF RESIDENTIAL DENSITY BEYOND EXISTING ZONING ENTITLEMENTS FOR RESIDENTIAL DEVELOPMENT THROUGHOUT ALL OF WILDWOOD; REQUIRING THE CITY TO SEEK ADDITIONAL DATA AND ANALYSIS REGARDING INFRASTRUCTURE AND GROWTH RELATED MATTERS; PROVIDING FOR NON CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood ("City"), as provided in section 2(b), Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, enjoys all home rule authority, police power, land development and zoning authority, governmental and proprietary powers necessary to conduct municipal government and perform municipal functions, and the City may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the City Commission determines that it is in the best interest of its residents, businesses, and visitors to enact sufficient development and zoning regulations to ensure their health, safety and welfare; and

WHEREAS, the City recently adopted a new 2050 City Comprehensive Plan after extensive study, and extensive engagement of public and stakeholder scoping, and visioning with the intent of adopting the 2050 City Comprehensive Plan policies and amendments to the land development regulations that provided a better allocation of new residential density and development. Furthermore, the objective was to encourage more sustainable residential development patterns, sustainable transportation impacts, provide for sufficient utility infrastructure, facilitate greater environmental protection, and promote greater land use compatibility to result in sustainable and orderly residential development; and

WHEREAS, the City adopted its new 2050 City Comprehensive Plan based upon growth projections grounded in the best available data; and

WHEREAS, the City has, after said extensive study and adoption of the new 2050 Comprehensive Plan, experienced a significant influx of growth and new residents substantially exceeding the growth projections made during the adoption of the new 2050 Comprehensive Plan; and

WHEREAS, the findings of the City's staff regarding the significant influx of growth and new residents was presented to the City Commission at a properly called City Commission Special Meeting on March 6, 2023; and

WHEREAS, the City finds that in order to protect the health, safety, and welfare of its citizens, property owners, and businesses for the development and redevelopment of property within the City, land development policies, regulations, and standards will need to be updated, revised, and/or created; and

WHEREAS, the City has re-examined the projected water and wastewater demand in light of the substantial growth occurring in the City against its current and future water and wastewater capacity; and

WHEREAS, the City has re-examined traffic impacts related to the substantial growth occurring in the City; and

WHEREAS, the City has determined that it needs to seek additional data and provide the City Commission with relevant analyses and studies to help the City Commission determine the best means of managing future growth within the City; and

WHEREAS, the City wishes to ensure that its vision of growth and development is sustainable and orderly; and

WHEREAS, the City desires to place the public and all other interested parties on notice that the City is seeking further data and analysis and creating a temporary moratorium on the acceptance, processing, and consideration of comprehensive plan and future land use map amendments or rezoning applications for projects that request an increase of residential density entitlements after March 20, 2023; and

WHEREAS, the City, in good faith, determines that this Ordinance is in the best interest of the City and its residents, businesses, and property owners, and promotes the health, safety, and welfare of the public. The further study of utility demand and capacity, traffic impacts and mitigation, and, potentially, the creation of further regulations, standards, and requirements relating to the allocation and implementation of residential density entitlements for projects will encourage more sustainable residential development patterns, sustainable transportation impacts, provide for sufficient utility infrastructure, facilitate greater environmental protection, and promote greater land use compatibility to result in more functional residential development, and increase property values. In addition, the City wishes to ensure that orderly residential development will decrease daily trips and reduce traffic congestion, increase walkability and pedestrian safety, protect against blight and decay, and otherwise fit the City's vision for residential development.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. Intent. The above recitals are hereby adopted as the legislative purpose of this Ordinance and as the City Commission's legislative findings.

SECTION 2. Purpose. The purpose of this Ordinance is to enable the City of Wildwood sufficient time to review, study, and analyze growth and development in the City in order to ensure that development is sustainable and orderly. During this period, the City will not adopt comprehensive plan and future land use amendments or a rezoning change resulting in a request for an increase of residential density beyond existing zoning entitlements for residential development. This temporary moratorium does not have the effect of prohibiting comprehensive plan and future land use amendments or rezoning changes resulting in a request for an increase of residential density beyond existing zoning entitlements for residential development where a fully compliant and complete application was filed and deemed sufficient on or before March 20, 2023.

SECTION 3. Moratorium. The City hereby places a temporary moratorium (suspension) on the acceptance, processing, and consideration of all applications proposing a new comprehensive plan and future land use amendment or a rezoning change resulting in a request for an increase of residential density beyond existing zoning entitlements for residential development throughout all of the City of Wildwood beginning on March 20, 2023, and continuing for 287 days after the effective date of this Ordinance until January 1, 2024.

SECTION 4. Time Extension of Moratorium. The City Commission may extend the moratorium one time for a period not to exceed 90 days by the enactment of an Ordinance upon a finding by the City Commission set forth in the Ordinance extending the effective period of this Ordinance as follows; (1) the problems giving rise to the need for a temporary moratorium still exist; (2) reasonable progress is being made in carrying out the specific goals of the City set forth herein; and (3) that the extension is needed to adequately address the land use/zoning issues facing the City.

SECTION 5. Economically Viable Use. Nothing in this Ordinance shall be construed or applied to prevent all economically viable use of any property where a fully compliant and complete application for a new comprehensive plan and future land use amendment or a rezoning change resulting in a request for an increase of residential density beyond zoning entitlements to facilitate a residential development has been filed and deemed sufficient on or before March 20, 2023. For purposes of this Ordinance, a fully compliant and complete application is deemed sufficient if it includes all required information, reports, studies, documentation, and the like listed on the relevant application.

SECTION 6. Non-Codification. Given the temporary nature and effect of this Ordinance, it is the intent of the City Commission that this Ordinance shall not be codified.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other Ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 9. Modification. It is the intent of the City Commission that the provisions of this Ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the Ordinance adopted by the City Commission.

SECTION 10. Effective Date. This Ordinance shall become effective on March 20, 2023, immediately upon adoption by the City Commission of the City of Wildwood, Florida. This temporary moratorium shall expire on the earlier of the following: (1) January 1, 2024, (2) the effective date of an Ordinance(s) amending residential land development regulations, or (3) at such time as the City Commission votes by a majority vote to repeal this moratorium.

DONE AND ORDAINED this _____ day of _____, 20____, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Florida Boating Improvement Program Grant Approval

REQUESTED ACTION: Staff recommends approval

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT: Approved grant funding would allow dedicated capital improvement project funds to be re-allocated.

HISTORY/FACTS/ISSUES:

The City Commission has approved a Lake Deaton Park Renovation Project in the FY 23 budget that will rehabilitate the existing pier, boat access dock, and associated ADA improvements. The City has retained CPH, through our professional services agreement, to design and complete construction documents for the project. The construction and bid documents are anticipated to be completed in the next two months. A grant opportunity has been identified that aligns with the project scope and the requested resolution is a necessary requirement that must be submitted as part of the Florida Boating Improvement Program (FBIP) grant application.

RESOLUTION NO. R2023-7

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR AUTHORIZATION FOR THE CITY TO SUBMIT A GRANT APPLICATION FOR ASSISTANCE UNDER THE FLORIDA BOATING IMPROVEMENT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, THAT:

1. LEGISLATIVE FINDINGS AND INTENT.

- a. The City of Wildwood has complied with all requirements and procedures of Florida law in processing this Resolution.
- b. The City of Wildwood is interested in applying for project and grant approval, receiving, and accepting grant funds, and carrying out a project for the enjoyment of the citizens of the City of Wildwood and the State of Florida. The project will have a multiplicity of benefits to the City and the State which project is commonly known as and referred to as the "Lake Deaton Park Renovation project."
- c. Financial assistance from the Florida Boating Improvement Program (FBIP) is essential to the implementation of the development of the Lake Deaton Park Renovation project.
- d. The City of Wildwood has developed and maintained a positive relationship with the State of Florida and its agencies over the years, and the City and State have worked well together in grant and funding relationships for the benefit of the State of Florida and its public welfare.

2. APPROVAL OF FBIP GRANT.

- a. The City Commission of the City of Wildwood hereby approves the FBIP grants for the Lake Deaton Park Pier Decking Renovation project.

- b. The City Manager is authorized to make application and re-application, as needed, to the State of Florida under the FBIP grant program in the amount of \$190,000.00 on behalf of the City in order to obtain partial funding from the State of Florida for the Project. The City will provide a 5% match in the amount of \$10,000 towards completion of the project.
- c. The City Manager is authorized to encumber funds in the amount of \$190,000 on behalf of the City in order to obtain funding, as referenced herein, from the State of Florida for the Lake Deaton Park Renovation project.

3. COVENANTS OF THE CITY OF WILDWOOD.

- a. The City of Wildwood certifies to the State of Florida and agrees that:
 - i. The City will accept the terms and conditions set forth in FBIP grant Agreement.
 - ii. The City has the ability and intention to finance the cost of the Lake Deaton Park Renovation project, and the Project will be operated and maintained at the expense of the City for public use.
 - iii. The City will not discriminate against any person on the basis of race, color, religion, disability, or national origin in the use of any property or facility acquired or developed pursuant to the FBIP grant for the Project and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, Public Law 88-352 (1964) and all other controlling law. The City shall design and construct all facilities relating to the Lake Deaton Park Renovation project to fully comply with all laws, statutes, rules, regulations, codes, and ordinances relating to accessibility by disabled persons including, but not limited to, the Americans with Disabilities Act. The City of Wildwood shall also comply with all other applicable Federal, State, and local laws, codes, ordinances, rules, regulations, and requirements.
 - iv. The City will maintain adequate financial records on the Lake Deaton Park Renovation project to substantiate claims for reimbursement in order to appropriately accomplish all pre-audits and post-audits of the expenditure of public funds as well as a performance review of the Project and the achievement of the goals and objectives of the FBIP grant program.

4. IMPLEMENTING ADMINISTRATIVE ACTIONS.

- a. The City Manager of the City of Wildwood is hereby authorized to execute the grant application and agreements relating to the FBIP grant program.
- b. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed appropriate.
- c. The City Manager is hereby authorized to expend such City funds as may be necessary to accept and implement the grant under the FBIP grant program for the Lake Deaton Park Renovation project.

5. SAVINGS. The prior actions of the City of Wildwood relating to the development of boating facilities and related activities are hereby ratified and affirmed.

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

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

8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage.

DONE AND RESOLVED this _____ day of _____, 20____, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Kimley-Horn Work Authorization No. 44 - Barwick/St. Clair Storm Drainage Pond for a Not-to-Exceed Amount of \$72,000

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Kimley-Horn
Effective Date: Termination Date:
Managing Division/Department: Executive

BUDGET IMPACT: Funding available in Capital Improvement Fund Account 301-541-60-6101 - Drainage Project Land Acquisition

HISTORY/FACTS/ISSUES:

Staff has been working with a property owner near the intersection of Barwick Street and St. Clair Street to acquire land for the construction of a storm drainage pond in association with the Barwick Street rehabilitation project. This work authorization (WA) covers the cost of geotechnical work, design, bid administration, and construction phase services of the pond. The WA has a lump sum component of \$64,000 for all activities through bid administration and a not-to-exceed amount of \$8,000 for additional construction administration activities. The property acquisition is still in discussion, but cannot continue without at least a portion of the work contained within this WA. If property acquisition is not accomplished, unnecessary tasks contained within the WA will be abandoned.

WORK AUTHORIZATION NUMBER 44

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Wildwood ("the Client" or "the City") in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 8, 2019, which is incorporated herein by reference.

Identification of Project:

Project: Barwick and St. Clair Pond

Client: City of Wildwood

Project Manager: Mohammed Murad. P.E.

Project Understanding:

The City wants to construct a stormwater retention area adjacent to South St. Clair Street, on parcel number G05-111. Parcel number G05-152 is owned by the City and will be utilized for access to G05-111 for this Project. The City will be obtaining all required easements and agreements from the property owner to construct this Project.

This Work Authorization includes the construction plans and specifications, permitting, bid administration, and construction phase services. However, if the City is unsuccessful in acquiring the property, Tasks 6-8 will not be performed.

Scope of Services:

Task 1 – Subsurface Geotechnical Exploration

Kimley-Horn will retain a Geotechnical Engineer as a subconsultant to perform the following services:

- A. Perform 4 auger borings (in total) to a depth of 15 feet below the existing grade at the proposed stormwater retention area site.
- B. Collect 2 undisturbed Shelby tube soil samples (in total) from the stormwater retention area site to perform soil permeability tests.
- C. Provide a summary of findings and recommendations for the site in a geotechnical report.

Task 2 – Boundary and Topographic Survey

Kimley-Horn will retain a Professional Land Surveyor as a subconsultant to perform the following services:

- A. Establish horizontal and vertical points in State Plan Coordinates (Florida West Zone) on NAVD-88 datum.
- B. Produce a boundary and topographic survey for parcels G05-111 and G05-152. Survey will include topography with 100' overlap, 1' contour intervals, and spot elevations, locations of existing improvements and visible utilities, and locations of trees 10" or larger within boundary.

Task 3 – Sketch of Description for Temporary Access Easement

Kimley-Horn will retain a Professional Land Surveyor as a subconsultant to perform the following services:

- A. Provide a sketch of the subject area. The document will include a Surveyor's sketch, metes and bounds description, and area computation.

Task 4 – Environmental Evaluation

- A. Kimley-Horn will review readily available GIS databases to determine listed species known in the area or those species that could potentially occur on the project site or immediate vicinity. This will also include a review of the existing land use/land cover as mapped by the Southwest Florida Water Management District (SWFWMD) and the existing soil survey. Following this review, a site visit will be conducted to determine if listed species or their habitat are located within the Project limits. During the site visit, the Project area will be evaluated. Habitats will be mapped, including wetlands (if any), within the Project limits to determine if the Project will have any direct or secondary impacts on wetlands or surface waters. An Environmental Memorandum will be prepared summarizing the results of the database research and the site visit. A location map, soils map, land cover map, and species map (if applicable) will be prepared.
- B. This scope excludes detailed listed species surveys. If, during field reconnaissance, it is determined that additional species-specific surveys are required to meet the state and federal survey protocol, the City will be notified and a cost for the additional survey will be prepared.

Task 5 – Conceptual Site Plan

- A. Kimley-Horn will prepare a concept site plan to be reviewed by the Client. Kimley-Horn will revise the conceptual site plan one time following the Client's comments and markups.

Task 6 – Civil Site Design and Permitting

- A. Following the approved conceptual site plan and Client authorization, Kimley-Horn will prepare construction plans and calculations for the proposed improvements. Construction plans will consist of the following sheets:
 - 1) Cover Sheet and Vicinity Map
 - 2) General Notes Sheet
 - 3) Demolition Plan
 - 4) Geometry Plan
 - 5) Grading and Drainage Plan
 - 6) Construction Details
- B. The site plan will include limits of new stormwater retention area, access points, and any fencing as applicable.
- C. Kimley-Horn will coordinate with existing utilities within the Project limits to determine potential utility conflicts.
- D. Kimley Horn will design a new stormwater retention area and determine the required size and depth to accommodate the existing basin generated rainfall runoff. The design will also evaluate over-sizing of the retention area to help mitigate for known flooding issues within the contributing drainage basin. It will also include additional future impervious area as a representative of other development in the area.
- E. The Engineer will prepare and submit for a "10-2 Self Certification" environmental resource permit (ERP) with the Florida Department of Environmental Protection (FDEP). The Engineer will submit the required number of plans and supporting documentation to provide a complete permit application. The Engineer will respond to Requests for Additional Information (RAI) and meet with

permit reviewers as appropriate. The City will be the applicant and provide signatures and any permitting fees if required.

- F. The Engineer will prepare and submit for site plan permit with the City. The Engineer will submit the required number of plans and supporting documentation to provide a complete permit application. The Engineer will respond to RAI and meet with permit reviewers as appropriate. The City will be the applicant and provide signatures and any permitting fees if required.

Task 7 – Bid Administration

- A. Following Client authorization, Kimley-Horn will prepare bid specifications suitable for solicitation of construction bids and coordinate a public bid advertisement on behalf of the City. Kimley-Horn will respond to requests for information (RFIs) during the bidding process, issue addendums, receive the bids, review them for general conformance with the project specifications, and provide a recommendation of the lowest responsive bidder to the City.

Task 8 – Limited Construction Phase Services

Following Client authorization, Kimley-Horn will perform the following limited construction phase services:

- A. Limited Construction Phase Services - During construction of the Project, Kimley-Horn will provide the construction phase services specifically stated below:

- 1) *Pre-Construction Conference.* Kimley-Horn will attend a Pre-Construction Conference prior to commencement of construction activity.
- 2) *Visits to Site and Observation of Construction.* Kimley-Horn will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- 3) *Clarifications and Interpretations.* Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- 4) *Shop Drawings and Samples.* Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- 5) *Substantial Completion.* Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit

to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

- 6) *Final Notice of Acceptability of the Work.* Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn.
- 7) Following completion of all work, and receipt of signed and sealed as-built surveys and testing reports, Kimley-Horn will prepare agency permit certifications for the applicable agencies.

Additional Services if required:

Services requested that are not specifically stated in the scope of work described herein can be provided under a new and separate Work Authorization agreement or can be performed on an hourly basis upon written authorization.

Schedule:

Kimley-Horn will begin services upon receipt of an executed Work Authorization. The above services will be provided as expeditiously as practicable to meet a mutually agreed upon schedule.

Method of Compensation:

Kimley-Horn will provide the Scope of Services for the fees shown in the table below.

Task Description	Fees
Task 1 – Subsurface Geotechnical Exploration	Lump Sum, \$7,800.00
Task 2 – Boundary and Topographic Survey	Lump Sum, \$14,200.00
Task 3 – Sketch of Description for Temporary Access Easements (Upon request)	Lump Sum, \$1,000 (per sketch)
Task 4 – Environmental Evaluation	Lump Sum, \$8,500.00
Task 5 – Conceptual Site Plan	Lump Sum, \$4,000.00
Task 6 – Civil Site Design and Permitting	Lump Sum, \$24,000.00
Task 7 – Bid Administration	Lump Sum, \$4,500.00
Task 8 – Limited Construction Phase Services	Hourly, Not to Exceed \$8,000.00

Kimley-Horn will perform the Services in Tasks 1 – 7 for a total lump sum fee of \$64,000.00, inclusive of direct expenses. Individual task amounts are informational only.

Kimley-Horn will perform Task 8 on a labor fee plus expense basis with the maximum labor fee of \$8,000.00. Kimley-Horn will not exceed the maximum labor fee without authorization from the Client.

As to hourly tasks, the labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to hourly tasks may be billed hourly.

All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

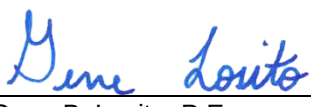
Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Gene B. Losito, P.E.

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: March 2, 2023

\\OCA\FILER01\Project01\FL_OCA\Shared\New Business\Public Sector\City of Wildwood\2023\MMN\Barwick and StClair\WA 44_Barwick and St Clair Pond.docx

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Engineering Services for CR 209 Odor Control System Replacement in the Amount of \$59,000.00

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: CPH Engineering
Effective Date: 03/03/2023 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

In October 2019, a BIOREM odor control unit was approved for installation as recommended by the city's engineering firm. Since that time, the unit has been in service and functioning at its maximum capacity. Due to the age of sewage in the forcemain and the distance it has to travel in the system to the CR 209 lift station, the levels of H₂S gasses are higher than originally anticipated, making this unit undersized to treat the incoming gasses. The undersized unit has not completely resolved the odor issue, and Staff continues to receive complaints from residents in the area. In April 2022, the Commission approved CPH Engineering to conduct an evaluation and provide recommendations to rectify the odor issues at the lift station. In December 2022, the City received a recommendation from CPH, and it is their recommendation to replace the existing odor control unit with a larger unit from a different company.

A proposal from CPH to conduct extensive odor testing at the site and to design and prepare plans for the recommended alternative. Once designed, CPH will conduct bidding services and construction administration for the project. Staff recommends approving CPH to move forward with the design and bid services for this project for the amount of \$59,000.00. Funds are available in account 401-535-30-3100 (Professional Services).

**CR 209 LIFT STATION
ODOR CONTROL UNIT EVALUATION
IN
CITY OF WILDWOOD, FLORIDA**



April 5, 2022

BASIC SERVICES OF THE CONSULTANT

The following scope of services and associated compensation are based on work to be performed by CPH, Inc., herein after called "CPH" for the County Road 209 Lift Station Odor Control Unit Evaluation for the City of Wildwood herein after called the "City".

The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and The City of Wildwood, dated April 8, 2019.

PROJECT DESCRIPTION

The purpose of this project is to assist the City in properly addressing the odor issues at the County Road (CR) 209 Lift Station (L/S). CPH will prepare a technical memorandum (Tech Memo) related to the odor issues based on an evaluation of the current odor control system, and the existing problems documented by the City. The City stated that they have been receiving odor complaints from within the Oxford Oaks Subdivision located in the northern service area, and that it's an ongoing issue.

Based on information provided by the City, CPH understands that the CR 209 L/S receives wastewater with a concentration of 2,000 ppm (or more) of H_2S . The upstream service area has over 18 small grinder pump stations that pump into a manifolded force main (FM) that also receives wastewater flow from four (4) larger City owned and operated L/Ss. Calculations suggest that it takes the pumped wastewater approximately three (3) days to reach the CR 209 L/S. It is believed that the wastewater becomes septic because of this long detention time in the FM.

Therefore, to treat the odor at CR 209 L/S, the City purchased a BioRem odor control unit, and proceeded to install ROOTS blowers at the upstream L/Ss, so that dissolved oxygen could be introduced in to wastewater flows at each of the associated wet wells. Also, the operators adjusted pumping levels in each wet well to move the wastewater through the system quicker, hoping to reduce the length of the detention time in the FM. However, the City's efforts, to date, have not resolved the odor complaint issues.

Hence, the City has contacted CPH to evaluate the system and provide the City with an engineering report (tech memo) that will state the current operating conditions, existing effectiveness of H_2S removal, address upstream improvements under current conditions, and provide recommendations of equipment improvements that might be required to eliminate the odor issues.



A. The Scope of Service and Tasks are as follows:

1. Kick-off meeting with the City, site visit, and collect data and/or information to assist in completing the Tech Memo.
2. Review northern service area and site location, integrated FM system, and develop figure(s), as necessary.
3. Evaluate the existing L/S site plan configuration, capacity and sizing of the existing odor control unit. Review past work, testing reports, and associated information used to select the installed BioRem odor control unit.
4. Document existing effectiveness of H₂S removal, and address upstream improvements under current conditions.
5. Consider alternative improvements to address the odor issues caused by the wastewater entering the CR 209 L/S.
6. Provide recommendations of equipment improvements required to eliminate the odor issues. Develop opinion of probable construction costs for the alternatives reviewed.
7. Prepare draft of the Tech Memo for the City's review, including figures, items described in the above tasks, and provide a recommendation on the preferred alternative improvement.
8. Meet with City and update the Tech Memo for final submittal to the City.

B. PAYMENT / TIME

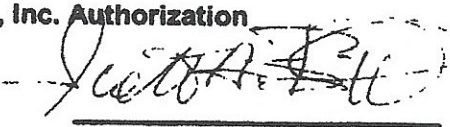
The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and the City of Wildwood, dated April 8, 2019.

The scope of services described herein will be issued as a lump sum fee for an amount of **\$15,750.00**. The miscellaneous expenses for mileage, reproduction, postage, FEDEX, etc. will be billed in the normal course of completing the project. Expenses have been included in the lump sum fee.

CPH, Inc. appreciates this opportunity to provide our services to the City of Wildwood. If the City is in agreement with the terms and fees proposed, please execute this proposal where provided below, and return a copy for our use and records.

Unless otherwise stated, the issued purchase order will be understood to mean a notice to proceed.

CPH, Inc. Authorization

By: 

**Scott A. Breitenstein, P.E.
Vice President/Associate**

Date: April 5, 2022



SCOPE OF SERVICES
Tech Memo
CR 206 L/S Odor Control
April 5, 2022

CLIENT AUTHORIZATION

City of Wildwood agrees with the Scope of Services and the total lump sum fees amount of \$15,750.00.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

By:

Signature

Printed Name JASON McHUGH

Title:

City Manager

Date:

4/25/2022

Mark Odell
Utility Director
City of Wildwood
1290 Industrial Drive
Wildwood, FL 34785

December 16, 2022

**RE: City of Wildwood CR 209 Lift Station Odor Control Unit Evaluation Memorandum
CPH Project No. W12813**

Dear Mr. Odell,

Background

CPH, Inc. was contacted by City of Wildwood to evaluate the CR 209 Lift Station Odor Control Unit and provide recommendations for improving odor issues at the station. The CR 209 lift station (L/S) receives flows from 18 small grinder pump stations and four City owned and operated lift stations. The large upstream collection system results in detention times up to three days and allows for significant formation of hydrogen sulfide (H_2S). Additionally, the station is within 260 feet of the nearest residential home, see **Figure 1 – County Road 209 Lift Station Aerial**. The City recognized the issue and installed a BIOREM odor control system, but after significant system modifications and optimization, odor complaints are still received. Therefore, the City requested CPH to evaluate existing conditions and propose improvement options including replacement of the existing unit, upsizing of the existing unit, or additional treatment components.

Review of Historical Data and Current System Conditions

CR 209 L/S located at 11035 County Road 209, Oxford, FL 34484 was installed in 2008 and has been upgraded accordingly as development progressed in the collection system. The upstream collection and transmission systems consist of a manifolded force main (FM) network where four City owned L/Ss and 18 privately owned LSs discharge to it. According to the City, wastewater from the FM system can take up to three days to reach the CR 209 L/S. The long detention time allows for significant generation of H_2S . When the wastewater enters CR 209 L/S it cascades out of the influent invert allowing the H_2S to volatilize, contributing to the high concentration levels in the wet well.

In an effort to reduce H_2S generation in the upstream FM system the City installed Roots blowers at various lift stations to increase dissolved oxygen within the wastewater. H_2S is generated when the wastewater is under anerobic conditions and adding oxygen to the system has helped mitigate H_2S formation. Additionally, the City adjusted upstream lift station liquid levels to increase turnover of the wastewater and reduce the detention time in the FM system.

The City provided CPH the Operation's Odor Control Unit logbook for review and data compilation. The log provided useful information such drain water pH, system faults, and wet well and odor control outlet H_2S readings. A summary of the H_2S data is provided in **Appendix A**.

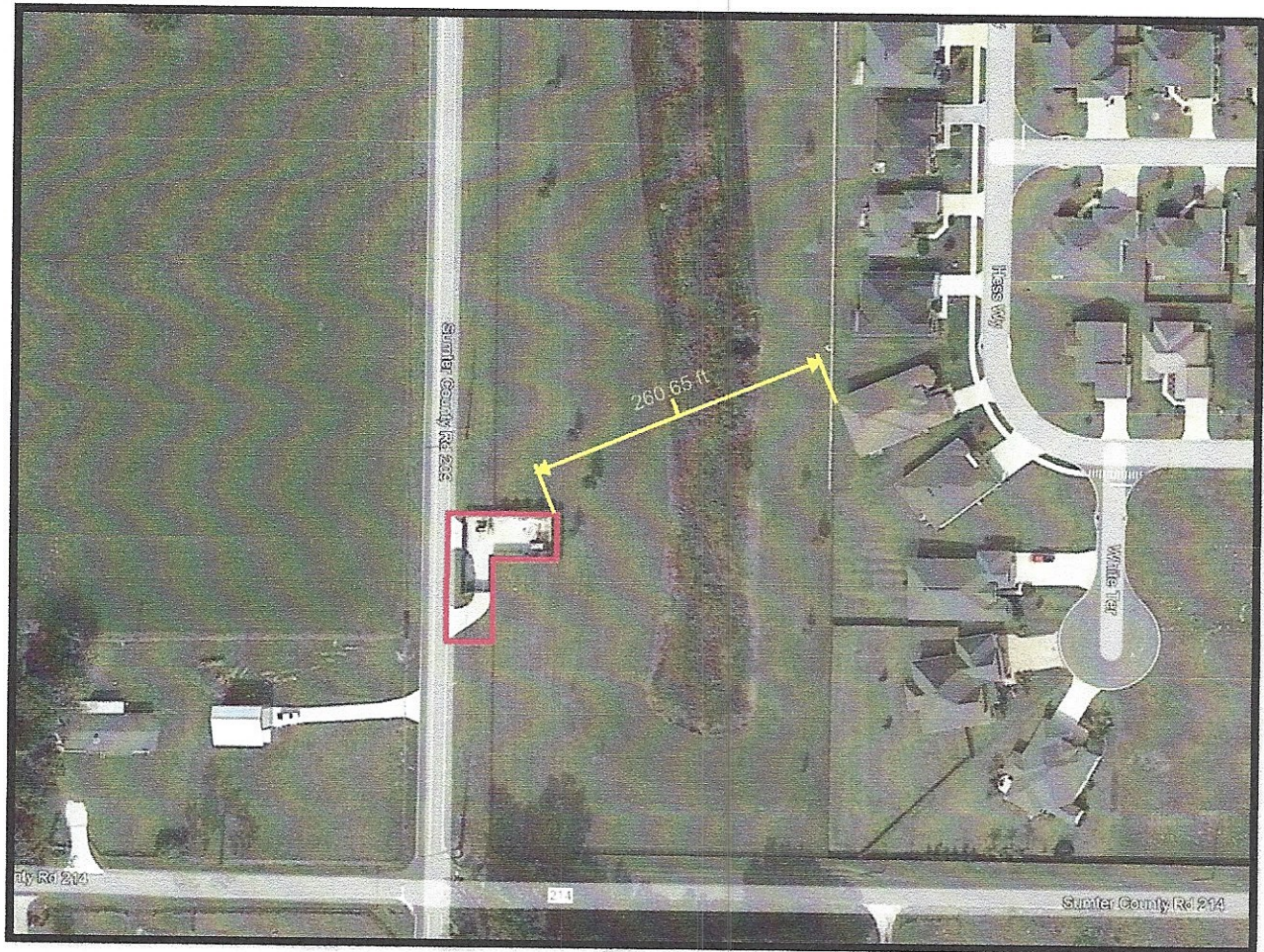


FIGURE 1 – COUNTY ROAD 209 LIFT STATION AERIAL

Site Constraints

The CR 209 L/S is located within two easements, one owned by Mid Florida Properties and the second by Oxford Oaks Homeowners Association. The L/S is surrounded by a chain link fence and has two entry and exit points to CR 209. The wet well is located in the eastern most end of the fenced in area, with the control panels just to the south. There is a screening structure located near the northern entrance to the site. The existing odor control unit is in between the wet well and screening structure. The fenced area is a mix of concrete and gravel. **See Figure 2** for the overall site plan.

There is limited space for additional equipment because of the need of a vehicle path to the wet well and control panels, as needed for maintenance and operation. It is CPH's understanding the footprint of the L/S cannot be increased, and the proposed alternatives must fit within the footprint of the existing site.



FIGURE 2 – COUNTY ROAD 209 LIFT STATION EXISTING EQUIPMENT

Existing Unit Odor Control Unit Parameters

The existing odor control unit is a BIOREM SK 450 two-stage system consisting of a biotrickling filter followed by a biofilter. The system was installed in 2020 and has been in operation since. The design parameters for the unit are summarized in **Table 1-CR 209 L/S Existing BIOREM Odor Control Unit** below, with a complete product description found in **Appendix B**:

TABLE 1-CR 209 L/S EXISTING BIOREM ODOR CONTROL UNIT

Design Parameter	Value
Manufacturer	BIOREM
Model Number	SK 450
Installation Year	2020
System Footprint Dimensions	12' length: 6'4" Width
Fan Flow Rate	450 cfm
Design H ₂ S Loading	100 ppm Average and 250 ppm Peak
Recirculation Rate	8.8 – 11.1 gpm
Electrical	460V,3ph, 60Hz, 20 Amps

Evaluation of Existing Odor Control Unit

Blower Fan Performance – Blower fan flow rates should be designed to create negative pressure in the wet well and be capable of twelve air changes per hour (AC/hr) for the wet well volume and immediate upstream structures. For this station the flow rate required is 450 cubic feet per minute (cfm). See **Table 2-Structure Volumes and Airflow Required** for more detail.

TABLE 2-STRUCTURE VOLUMES AND AIRFLOW REQUIRED

Structure Volume	Volume (ft ³)	Airflow at 12 AC/hr (cfm)
Wet Well	1,975	395
Screening Structure	273	55
Total	2,248	450

Based on the design parameters, the existing unit's airflow rate of 450 cfm should be sufficient to create negative pressure in the wet well. Low airflow rate on the outlet side of the unit could indicate clogging of the media and be a cause of poor performance. Pressure measurements were not sampled as part of this evaluation but could be sampled at a later date to confirm the airflow through the unit and if it needs upgrade.

Unit Condition – The unit was installed in 2020 and showed no visible signs of deterioration. Life cycles of odor control units can exceed 15 years if manufactured recommended maintenance intervals are followed. Replacement of the unit due to age was not a consideration in this evaluation.

Odor Control System Performance – The odor control unit was put into service in 2020 and issues with performance were noted during initial operation. H₂S loading to the unit was far higher than the design parameters of 100 ppm average, and 250 ppm peak. The high H₂S loading caused a number of issues and did not operate as designed. BIOREM representatives modified the unit to increase performance, and the modifications included the following:

- Converting the ½-inch water feed line to a 1-inch, increase the feed rate to the unit and reduce the accumulation of elemental sulfur and subsequent media clogging

- Convert the unit from a two stage biotrickling filter, followed by a biofilter, to a single stage biotrickling filter to increase residence time and reduce the likelihood of media clogging
- Dilute the inlet H₂S with fresh air by ventilating the wet well

These changes improved performance, but the unit did not eliminate detectable odors from the station. From January 23, 2022, to April 11, 2022 a total of 19 H₂S readings were taken from the wet well with an average concentration of 678 ppm and maximum of 1058 ppm. During that same time period 17 H₂S readings were taken from the outlet of the odor control unit with an average concentration of 22 ppm and a maximum of 145 ppm. A complete summary of the results can be found in **Appendix A**.

Alternatives Analysis

Four alternatives were considered for this evaluation as follows:

- 1). Existing odor control unit remains as is
- 2). Modify the existing odor control unit to achieve better performance
- 3). Add a second stage to the odor control system to polish the effluent from the biotrickling filter
- 4). Replace the existing system with a new larger more efficient system

Alternative 1 – Existing odor control unit remains as is

The existing odor control unit has a design H₂S loading capacity of 100 ppm average and 250 ppm peak. Actual loading to the unit based on the previously mentioned logbook data indicates an average of 678 ppm and a peak of 1058 ppm. The average removal rate is calculated to be 96.3%. The unit has been modified extensively to improve operation but the City continues to receive odor complaints. **Therefore, it is not recommended to continue operating the existing odor control unit as is.** Additionally, reducing loading to the unit is not considered feasible as extensive improvements to the upstream system have already been completed.

Alternative 2 – Modify the existing odor control vessel to improve performance

Existing odor control units can be modified to improve performance. Modifications can include changing media, increasing unit height to increase residence time of the airstream, and increase irrigation rate. These modifications are normally done in conjunction with the odor control unit manufacturer. BIOREM previously modified the existing unit by changing the media and increasing the irrigation rate. **Increasing unit height is not possible per BIOREM. Therefore, modifying the existing unit is not a viable option to increase performance.**

Alternative 3 – Add a separate second stage to polish the effluent from the biotrickling filter

A second stage, normally a biofilter, can be added to increase the level of treatment and polish the effluent from biotrickling filters. Biofilters traditionally use an inert media, wood mulch is common, to allow growth of microorganisms which breakdown odorous compounds and remove

them from the airstream. These systems are simple to operate, have few moving parts, and only require irrigation systems to wet the media. A two-stage system is a common solution for odor control units and can provide a high level of treatment. This would also be a cost-effective solution and would not require replacement of the existing unit. ***However, this alternative is not recommended for the following reasons:***

- ***Biofilters typically required low inlet H₂S concentrations, around 10 ppm, to operate optimally. Based on the data collected, the average outlet H₂S concentration of the existing unit is 22 ppm with peaks over 100 ppm.***
- ***A separate two-stage system would have a larger footprint and will likely not fit within the existing lift station site.***

Alternative 4 – Replace the existing system with a new larger system

Alternative 4 considers the replacement of the existing odor control unit with a new larger odor control unit designed to handle the high H₂S loading found at the station. Benefits of the larger system include:

- A properly designed system can treat odors to non-detectable levels offsite
- A unit designed for higher H₂S loading rates should reduce maintenance caused by media clogging
- A new unit can be designed to fit within the footprint of the existing unit

Recommendations

CPH recommends implementation of Alternative 4, replacement of the existing odor control system with a new, larger system. A larger odor control system is more suited to handling the high H₂S loading experienced at the CR 209 L/S. The airflow rate can remain the same but residence time of the airstream through the treatment system should increase. The microorganisms metabolizing the odorous compounds require additional time to achieve high levels of treatment if H₂S concentrations are high. Due to site constraints, the footprint of the unit cannot increase therefore, a taller unit is recommended.

CPH contacted two odor control equipment manufacturers, BIOREM and BioAir, to provide treatment solutions. Both are approved odor control manufacturers for many utilities within Central Florida, and each have numerous installations throughout the area.

The BioAir system is a single stage biotrickling filter and includes the reactor vessel, blower fan, control panel, irrigation system, and nutrient feed system. The BioAir system utilizes a significantly taller reactor vessel compared to the existing odor control unit, 19'-6" versus 6-foot, respectively. The taller reactor provides the longer contact time as previously recommended. A summary of their proposal is below in **Table-3 BioAir Odor Control Unit Proposal**, the full proposal can be found in **Appendix C**.

TABLE 3-BIOAIR ODOR CONTROL UNIT PROPOSAL

Design Parameter	Value
Manufacturer	bioair
Model Number	EcoFilter EF63
System Dimensions*	12'-6" length; 13'-0" Width; 19'-6" Height
Fan Flow Rate	450 cfm
Design H ₂ S Loading	800 ppm Average and 1,600 ppm Peak
Recirculation Rate	16 gpm @ 65 psi
Electrical	460V, 3ph, 60Hz
Purchase Cost for Equipment	\$174,300

A detailed construction cost was not performed as part of this evaluation but a conservative estimate for removal and installation of the new unit is **\$400,000**.

The BIOREM system is (details on the BIOREM unit to be added here once received, and proposal added in Appendix C).

In addition to implementing Alternative 4, CPH recommends additional testing to more accurately characterize the influent H₂S and other odorous compound concentrations.

H₂S generation in a collection and transmission system can be heavily impacted by seasonal variability. The data collected in the logbook provides a snapshot of H₂S loading during cooler weather, but during the summer months H₂S loading could be significantly higher. Additionally, other odorous compounds such volatile organic compounds (VOCs) or reduced sulfur compounds (RSCs) can be difficult to treat and may impact final design of the odor control unit. Therefore, additional testing should be completed to help finalize the design of the selected treatment system suited for the site conditions.

Appendix A

SUMMARY OF LOGBOOK H₂S READINGS

CR 209 L/S

Date	Wet Well H₂S (ppm)	Outlet Odor Control Unit H₂S (ppm)	% Removal
1/23/2022	332	No Reading	N/A
1/26/2022	639	No Reading	N/A
1/27/2022	785	145	81.5%
2/3/2022	875	29	96.7%
2/4/2022	1058	29	97.3%
2/7/2022	1000	39	96.1%
2/9/2022	1040	45	95.7%
2/15/2022	849	39	95.4%
3/24/2022	693	99	85.7%
3/25/2022	419	5	98.8%
3/28/2022	357	5	98.6%
3/29/2022	654	6	99.1%
3/31/2022	655	5	99.2%
4/1/2022	614	11	98.2%
4/4/2022	922	11	98.8%
4/5/2022	441	5	98.9%
4/7/2022	363	4	98.9%
4/8/2022	621	8	98.7%
4/11/2022	576	7	98.8%
Average	679	22	96.3%
Max	1058	145	

Appendix B

EXISTING ODOR CONTROL UNIT SPECIFICATIONS

Appendix C

BIOAIR PROPOSAL

BIOREM PROPOSAL



Proposed Treatment System System 1 - Pump Station

BioAir Proposal No: Q221A086 Wildwood PS

Reactor Vessel: EcoFilter EF63

Technology Type: Biotrickling Filter

Total Price: **\$ 174,300** (FOB Project Site)

Design Conditions				
Parameter	Units	Average	Transient Maximum	Remarks
Airflow	(cfm)	450	450	
Hydrogen Sulfide (H ₂ S)	(ppmv)	800	1600	
Volatile Organic Compounds (VOCs)	(ppmv)	< 0.5	< 1.0	Assumed
Reduced Sulfur Compounds (RSCs)	(ppmv)	< 0.5	< 1.0	Assumed
Volatile Fatty Acids (VFAs)	(ppmv)	< 0.5	< 1.0	Assumed
Odorous Air Temperature	(°F)	59-100	105	
Ambient Air Temperature	(°F)	33-110	120	

EcoFilter EF63 Reactor Details	
Quantity:	1
Height:	19.5 ft (excluding stack)
Diameter:	6.0 ft
Operating Weight:	10300 lb
Pressure Drop:	1.4 in. w.c. (estimated)

Performance Guarantee*
H ₂ S (avg): 99.9% or < 0.5 ppmv
* Based on 'Design Conditions' above and 'BioAir Standard Performance Test Protocol'

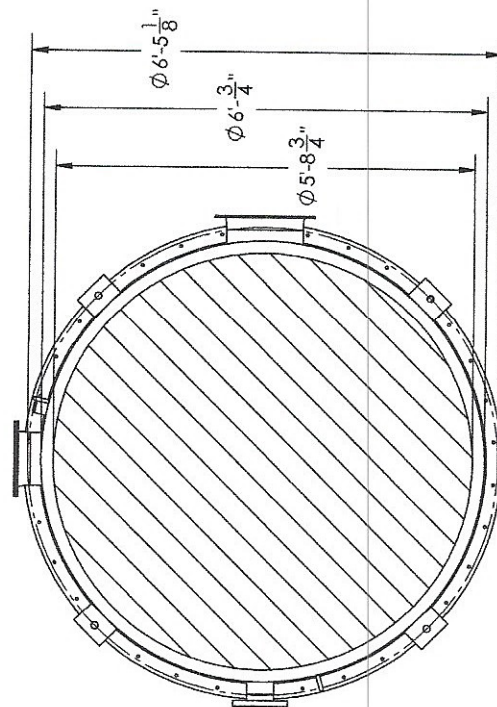
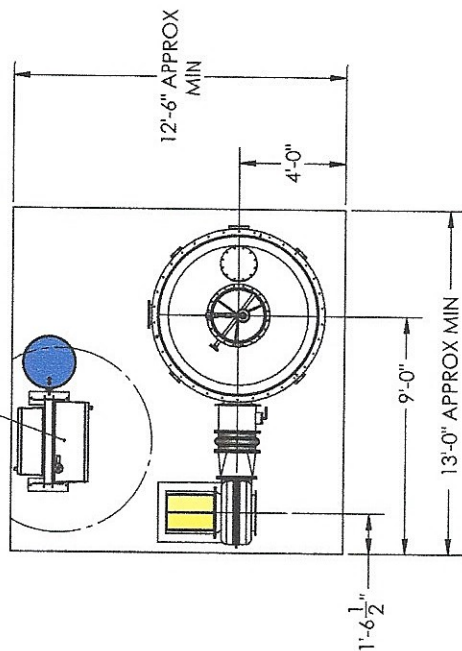
Major Equipment Included
Blower
Electrical Control Panel
Water Control Panel w/ Nutrient Dosing System

Field Services Included
Equipment Startup
Performance Testing

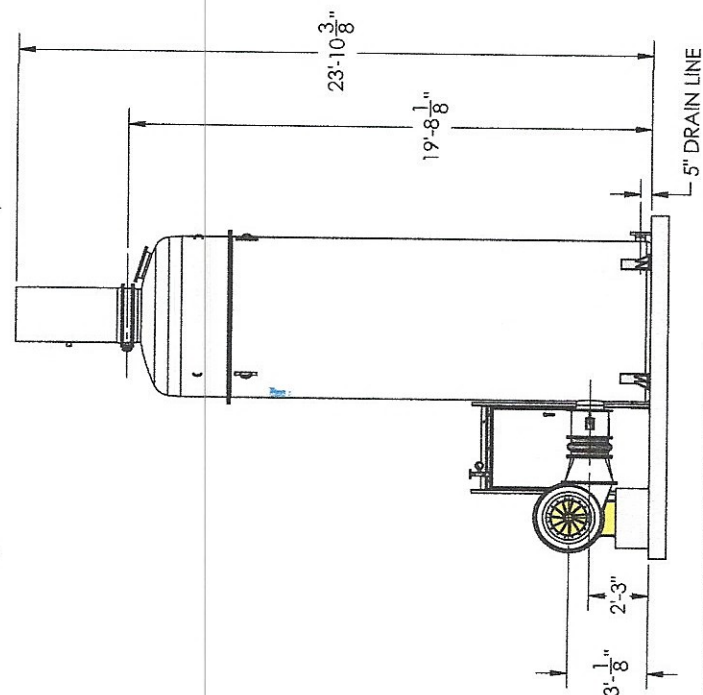
Required Utilities	
Electrical Power Supply:	480 V / 3-phase / 60 Hz
Energy Use:	33.7 (kw*hr)/day (estimated)
Instantaneous Water Supply:	16 gpm @ 65 psi (intermittent)
Water Use**:	6900 gal/day
Nutrient Powder***:	830 lb/year
Mixed Nutrient Solution***:	83 gal/month
** Water use is directly proportional to the avg H ₂ S concentration and assumes drain water pH = 1.7.	
If the actual H ₂ S concentration is lower, the water use will be lower.	
*** Nutrients are not required, provided that the water supply contains 1-5 mg/L total P and 3-20 mg/L total N.	

- NOTES:
1. FOUNDATION PAD MUST BE FABRICATED UNIFORM IN TEXTURE AND APPEARANCE AND MEET A SURFACE PLANE TOLERANCE OF $\frac{1}{8}$ " IN 10'.
 2. SYSTEM PLACEMENT AND CONCRETE DIMENSIONS ARE FOR ILLUSTRATION ONLY.
 3. REACTOR TO BE SET ON MINIMUM TWO (2X) LAYERS OF TYPE II (NO. 30) ASTM D226 FELD PAPER (PROVIDED BY OTHERS).
 4. ECOFILTER EF63 (PER VESSEL)
 - A. VESSEL DIMENSIONS = $\phi 6'-5\frac{1}{8}"$ X $19'-8\frac{1}{8}"$
 - B. LOAD DISTRIBUTION AREA = 28.28 FT²
 - C. SHIPPING WEIGHT = 2900 LB
 - D. OPERATING WEIGHT = 10300 LB

ITEMS 8,9 AND 10 TO BE MOUNTED OUTSIDE HAZARDOUS RATED AREA.



ECOFILTER EF63
LOADING DIAGRAM (TYP)
SCALE: 1:20



SIZE	DWG. NO.	REV
B	EF63-GA	D
SCALE: 1:55		SHEET 2 OF 2

**ENGINEERING SERVICES FOR CR 209 LIFT STATION
ODOR CONTROL SYSTEM REPLACEMENT
IN
CITY OF WILDWOOD, FLORIDA**



February 23, 2023

BASIC SERVICES OF THE CONSULTANT

The following scope of services and associated compensation are based on work to be performed by CPH, LLC, herein after called "CPH" for Engineering Services for CR 209 Lift Station Odor Control System Replacement for the City of Wildwood herein after called the "City".

The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and The City of Wildwood, dated April 8, 2019.

PROJECT DESCRIPTION

The purpose of this project is to assist the City in addressing the odor issues at the County Road (CR) 209 Lift Station (L/S). The City has received odor complaints from within the Oxford Oaks Subdivision located in the northern service area, and it's been an ongoing issue. CPH prepared a technical memorandum (Tech Memo) summarizing the odor issues based on an evaluation of the existing odor control system, the performance problems documented by the City, and improvements or modifications completed to date. The Tech Memo evaluated four alternatives: leave the system as is; modify the existing odor control unit to increase performance; add a second stage to polish the effluent from the existing unit; replace existing with a larger system. CPH recommended the replacement with larger option, and the City agreed.

The engineering services to be performed include design, bidding, construction administration, and startup and performance testing as detailed in the following proposal. Electrical engineering services will be provided for any needed electrical improvements and I&C requirements for the new odor control system. No modifications to the existing lift station or screening system are proposed.

A. The Scope of Service and Tasks are as follows:

Task 1: Project Initiation and Testing Services

1. Kick-off meeting with the City to review any potential changes in operation since Tech Memo completion and discuss site constraints. Collect and review record drawings, building codes, and any information that may have a bearing and impact on the planning design, approval, construction, and operation of the proposed improvements.
2. CPH will provide testing services to characterize the odorous gases and their concentration to inform design and sizing decisions for the new odor control system. Testing for hydrogen sulfide, reduced sulfur compounds, and include odor assessment.



Task 2: 90% and 100 % Design

Prepare cover sheet, general notes, site plans, and detail sheets as needed. CPH intends to use aerial and site photos to supplement the design sheets. CPH will also provide a project manual with pertinent specifications for planned improvements.

1. CPH will prepare a 90% contract document submittal based on testing results, City feedback from the kickoff meeting, and manufacturer recommendations. Plans will include existing conditions, removal, and replacement instruction, ducting and drain routing, and electrical and I&C improvements as necessary. CPH will provide a PDF version and two hardcopies of the 90% plans, specifications, and cost estimate.
2. CPH will meet with the City to review the 90% submittal and make necessary revisions based on the meeting. The 90% review meeting will be conducted in person.
3. CPH will prepare a 100% contract document submittal based on the 90% plan review meeting with the City. CPH will provide an electronic copy and two hardcopies of the plans, specifications, and cost estimate. CPH will meet with the City to review the 100% submittal and make necessary revisions based on the meeting and prepare Final Bid Documents.
4. CPH will contact FDEP and inform of the proposed work and submit documents as necessary. It is not believed that this work will need a permit.

Task 3: Bidding Services

1. CPH will provide bidding documents in electronic format, attend a Prebid Meeting, answer bidder questions, review bids, and prepare a letter of Recommendation of Award. Following bidding CPH will issue conformed documents for construction.

Task 4: Construction Administration

1. Provide periodic construction observation services. The anticipated time for construction is 270 days to substantial completion, *including equipment manufacturing lead-time*. CPH will attend and preside at the Preconstruction Meeting, review shop drawings (up to ten (10)), review change orders (up to two (2)), review and respond to RFIs (up to four (4)) and conduct site visits (up to four (4)) during active construction.
2. CPH will attend a substantial completion walkthrough inspection and provide a punchlist of items for contractor to complete.
3. CPH will provide a final inspection to confirm all punch list items were addressed.
4. CPH will conduct a one-day site visit while the vendors are onsite conducting the startup and training.



SCOPE OF SERVICES
Engineering Services for
CR 209 L/S Odor Control System Replacement
February 22, 2023

5. CPH will conduct a one-day site visit to witness the system performance test after the equipment installation is complete and system is fully acclimated. Performance testing will be provided by the contractor.

Assumptions:

- Survey, SUE, Environmental, Structural, and geotechnical services are not included
- The City will provide daily/resident construction inspection
- CPH will provide review comments within 7 days of each submittal
- No hydraulic analysis will be provided by CPH

B. PAYMENT / TIME

The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and the City of Wildwood, dated April 8, 2019.

The scope of services described herein will be issued as a lump sum fee for an amount of **\$59,000.00**. The miscellaneous expenses for mileage, reproduction, postage, FEDEX, etc. will be billed in the normal course of completing the project. Expenses have been included in the lump sum fee. Fee per Task breakdown is as follows:

• Task 1 – Project Initiation and Testing Services	- \$ 7,500.00
• Task 2 – 90% and 100% Design	- \$ 29,500.00
• Task 3 – Bidding Services	- \$ 4,500.00
• <u>Task 4 – Construction Administration</u>	<u>- \$ 17,500.00</u>
• <u>LUMP SUM TOTAL =</u>	<u>\$ 59,000.00</u>

CPH, LLC appreciates this opportunity to provide our services to the City of Wildwood. If the City is in agreement with the terms and fees proposed, please execute this proposal where provided below, and return a copy for our use and records.

Unless otherwise stated, the issued purchase order will be understood to mean a notice to proceed.

CPH, LLC Authorization

By:

Scott A. Breitenstein, P.E.
Vice President/Associate
Office Manager – Orlando

Date: **February 23, 2023**



SCOPE OF SERVICES
Engineering Services for
CR 209 L/S Odor Control System Replacement
February 22, 2023

CLIENT AUTHORIZATION

City of Wildwood agrees with the Scope of Services and the total lump sum fees amount of **\$59,000.00.**

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

By:

Signature

Printed Name

Title:

Date:

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Mowing and Landscape Maintenance Contract Approval Request

REQUESTED ACTION: Staff recommends the Commission approve the final ranking and authorize the City Manager to execute a contract with Aero Groundtech, LLC.

CONTRACT: Vendor/Entity: Aero Groundtech, LLC
Effective Date: Termination Date:
Managing Division/Department: Public Works

BUDGET IMPACT: Funding for the contracted services is available in the FY 23 budget.

HISTORY/FACTS/ISSUES:

The Public Works Administration initiated and developed a preventative Mowing and Landscape Maintenance Services RFP for selected City rights-of-way, utility sites, retention ponds, and certain parks and recreation facilities. Many of these sites have been historically maintained by our city staff along with inmates from Sumter County Correctional Institution. Over the past several years, the use of inmate crews has been unpredictable due to unavailable corrections officer staffing, which has caused issues with the upkeep of the mowing and landscape maintenance at city facilities. The decision to contract these services is to ensure that city-owned properties are maintained consistently and efficiently, while staff is utilized for other infrastructure projects. The City will continue to utilize available inmate staffing but will shift them to cover other maintenance projects.

The RFP solicited qualified contractors to furnish all materials, labor, supervision, transportation, and equipment necessary for the proper care and maintenance of landscaping, mowing, irrigation, and related landscaping structures and systems. On February 15, 2023, proposals for the RFP were received and publicly opened and read aloud. A total of six (6) proposals were received. All proposals were reviewed by a selection committee that scored and ranked the vendors' submittals based on the defined qualification criteria. The Committee's ranking scores established Aero Groundtech, LLC as the lowest responsive bidder in the amount of \$157,216 annually. The proposed contract will be for a three (3) year term with the option to renew for a two (2) year extension.

The contracted services are funded in the FY 23 budget and will be divided as follows:

- Public Works funding will be allocated from 001-541-30-3400 (R.O.W. Maintenance)
- Parks & Recreation funding will be allocated from 001-572-30-3400 (Other Contractual Services)
- Utilities funding will be allocated as a 50/50 split from Wastewater 401-535-30-3400 (Other Contractual Services) & Water 401-533-30-4300 (Other Contractual Services).

REQUEST FOR PROPOSALS
FOR
CITY OF WILDWOOD
MOWING AND LANDSCAPE MAINTENANCE SERVICES

RFP # 2023-04



City of Wildwood
Public Works Department
743 Huey Street
Wildwood, FL 34785

Phone (352) 330-1343 Fax (352) 330-1338

Date of Issue: January 19, 2023

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the City of Wildwood. If the City of Wildwood finds it necessary to change any of these dates or times prior to the Proposals due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	<u>January 19, 2023</u>
Last Day for Questions	<u>January 31, 2023</u>
Proposals Due	<u>February 15, 2023</u>
Proposals Opened	<u>February 15, 2023</u>
City of Wildwood Commission Award and Contract	<u>TBD</u>

PART 1

INTENT AND GENERAL INFORMATION

Sealed proposal will be received by the City of Wildwood at City Hall located at 100 N Main Street, Wildwood, Florida 34785 **until 11:30 am on February 15, 2023.** Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by **January 31, 2023**, will be considered. Questions will not be answered over the phone. Questions regarding the RFP process must be in writing and faxed to (352) 330-1338 Attention: Thomas J. Rigwood, Assistant Director of Public Works or via email to trigwood@wildwood-fl.gov
- Do not attempt to contact any Selection Committee Member, staff member or any person other than Jeremy Hockenbury for questions relating to this project. Anyone attempting to lobby City of Wildwood representatives may be disqualified. The Selection Committee Members shall be Thomas J. Rigwood, Asst. Director of Public Works, Jason Wheeler, Parks & Recreation Supervisor, Steve Laign, Operations Manager, and Chris Weedman, Asset Specialist.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the City Clerk's Office for the City of Wildwood, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the City Clerk's Office, City Hall, 100 N Main Street, Wildwood, Florida 34785 between 8:00 A.M. to 5:00 P.M. Monday through Friday.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR WILDWOOD'S WEBSITE (WWW.WILDWOOD-FL.GOV) AND "DEMANDSTAR" FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

OPEN RECORDS

The City of Wildwood is governed by Florida's public record laws, Chapter 119, and Section 255.0518 of the Florida Statutes. Formal solicitations and documentation are open for public inspection thirty (30) days after the solicitation opening or when City of Wildwood provides notice of a decision or intended decision, whichever is earlier. In addition, Notwithstanding F.S. 119.01(1) (b), the City shall announce proposer and price submitted in the bid pursuant to a competitive solicitation for construction or repairs on a public building or public work. Certain proprietary and financial information from vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

VENDOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification, and delivery of their Proposals. City of Wildwood will not be responsible for any mislabeled or misdirected submissions.

- Invitation by City of Wildwood to vendors is based on the recipient's specific request and

application to Demandstar.com, or as the result of response by the public to the legal advertisements required by the State.

- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their Proposals. Additionally, no travel expenses incurred as a result in participating in the Proposals process will be reimbursed.
- A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the City of Wildwood.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for City of Wildwood, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for City of Wildwood, a COI naming City of Wildwood as a certificate holder. The requirements contained herein, as well as the City of Wildwood's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best Company, Inc.

- All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the City of Wildwood. Prior to commencing services pursuant to the award of this proposal, the Contractor shall furnish to City of Wildwood certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide the City of Wildwood with proof that required coverage has been extended.

Commercial General Liability Insurance The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Vendors performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence. Coverage shall include liability for owned, non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).**

Umbrella or Excess Liability Insurance The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Contractor shall endorse the City of Wildwood as an **"Additional Insured"** and certificate holder on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the City of Wildwood is automatically defined as an additional protected person.

Additional Insured The Contractor shall endorse the City of Wildwood as an Additional Insured on the Commercial General Liability Insurance with a **CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement**, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the City of Wildwood as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

Indemnification, Insurance and Sovereign Immunity. Contractor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Contractor shall indemnify and save harmless the City, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Contractor, its agents, or employees during performance under this Agreement. Contractor shall provide City with a certificate of coverage identifying City as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by City of the benefits of Section 768.28, Florida Statutes.

Deductibles, & Coinsurance Penalties The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, including any loss not covered because of the operation of such deductible, coinsurance penalty, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the City of Wildwood, the Contractor shall, when requested by the City of Wildwood, maintain a Commercial Surety Bond in an amount equal to said deductible amount. Evidence of Commercial Surety Bond shall be furnished to City of Wildwood showing that the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide City of Wildwood with proof that required Surety Bond has been extended.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the City of Wildwood, Contractor, subContractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The City of Wildwood reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City of Wildwood reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the City of Wildwood shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the City of Wildwood with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the City of Wildwood is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the City of Wildwood prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the City of Wildwood, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The City of Wildwood shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new COI is provided to the City evidencing the replacement coverage. The Contractor agrees the City of Wildwood reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the City of Wildwood. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City of Wildwood shall have the right, but not the obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the City of Wildwood.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City of Wildwood has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.

2. Clearly indicate the City of Wildwood is endorsed as an Additional Insured, or Loss Payee, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

City of Wildwood
Attention: City Manager
100 N. Main Street
Wildwood, FL 34787

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any Vendor as to the meaning of the Bids/Contract Documents. Any questions or request for interpretation received IN WRITING by the City of Wildwood before 3:00 p.m., January 31, 2023, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Bid Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her Bid will nevertheless be construed as though it had been received and acknowledged and the submission of his Bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents, and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Bids are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. City of Wildwood and/or Vendors do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the specifications and/or drawings and other Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices Bids.

The Contractor shall thoroughly examine and familiarize themselves with the drawings and/or specifications related to field conditions, the difficulties, logistical restrictions required to meet the requirements of this RFP. Deficient understanding of the existing field conditions will in no way relieve the Contractor from the contractual obligations of this RFP. Any damage to existing City assets as a result of the Contractors' activities will be replaced at the sole expense of the Contractor.

GOVERNING LAWS AND REGULATIONS

The Vendor is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the Scope of Work.

PREPARATION OF BIDS

- **Signature of the Vendor:** The Vendor must sign the Bids forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Bids on behalf of the corporation must be stated and evidence of his authority to sign the Bids must be submitted. The Vendor shall state in the Bids Form the name and address of each person interested therein.
- **Basis for Bids:** The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Bids. The Bids prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

BID RESPONSE - PROVISIONS AND CONDITIONS

BID FORMAT: Bid must be typewritten or prepared in ink and must be submitted on the form provided in the Invitation to Bid. Bidders shall return all information and forms as required on the bidder's response sheet. Failure to return all required information and forms may result in the bid being considered non-responsive and rejected from further consideration. Bidder must submit one (1) original and one (1) complete copy of the Bid Response Packet. Please retain a copy for your records.

NO BID: If bid documents allow partial bids and bidder does not wish to bid a certain item(s), enter "NO BID" in that section and leave the page in the proper sequence. Your comments indicating any requirements of this Invitation to Bid that may have influenced your decision to "NO BID" are invited. If you believe that the bid documents require clarification or if you object to the form of the bid documents, please follow the instructions below concerning clarification and protest.

CONFORMANCE TO BID REQUIREMENTS: The company name and the signature of an authorized person are to be inserted in the designated spaces. ALL BIDS MUST BE SIGNED by an individual of the company who is authorized to legally obligate the company. No oral, telegraphic, telephone or facsimile bids or signatures will be accepted.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City of Wildwood, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City of Wildwood of funds thereafter.

TAX EXEMPT STATUS

The City of Wildwood is a governmental agency under Florida law and exempt from Florida sales tax. The tax-exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The City of Wildwood actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the City of Wildwood throughout the duration of the contract.

CITY OF WILDWOOD CITY OF COMMISSIONERS

The City of Wildwood is a unit of local government and as such reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or examination process, reserves the right to select low Proposals per item, and reserves the right to award Proposals and/or contracts in the best interest of the City of Wildwood.

E- VERIFY

City of Wildwood requires all bidders, Contractors, and Subcontractors of any tier to certify compliance with the federal E-Verify program for all employees hired on or after the date of the Contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding (MOU) electronic signature page with the date of registration and company ID number. In the case of Contractors, this includes obtaining written certification from all Subcontractors who will participate in the performance of the contract. All Subcontractor certifications must be kept on file with the contract Vendor and made available to the state and/or City of Wildwood upon request. Vendor/Contractor shall be required to submit the Department of Homeland Security MOU documentation and completed "E-Verify Certification".

RIGHT TO AUDIT RECORDS

The City of Wildwood shall be entitled to audit the books and records of the Contractor or any sub-Contractor to the extent that such books and records relate to the performance of the Contract or any sub-contract to the Contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the Agreement and by the sub-Contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

MANDATORY PRE-PROPOSAL MEETING

There will not be a mandatory pre-proposal meeting.

DISCRIMINATION

The Contractor will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Contractor shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Contractor affirms that it is aware of the provision of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subContractor, or Vendor under a contract with any public entity; and any not transact business with any public Contractor. The Contractor further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The City of Wildwood encourages DBE Vendors to compete for Department professional services projects, and also encourages non-DBE Vendors to use DBE Vendors as sub-Vendors. Contract specific goals are not placed on Federal/State contracts. Use of DBE sub-Vendors is not mandatory, and no preference points will be given in the selection process for DBE participation.

PROMPT PAYMENT

Monthly actual payment reporting requirements for prime Vendors and Vendors are based on prompt payment rules and laws. The same holds true for return of retainage after the sub-Vendor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within 25 days of receipt. Invoices for Vendor contracts are payable per the contract terms but shall not exceed federal regulations in **49 CFR 26.29** that requires payment of all sub-Vendors for satisfactory performance within thirty (30) days of payment to the Prime.

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ❑ One (1) original proposal, clearly labeled "Original"
- ❑ Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- ❑ Proposer Certification / Addenda Acknowledgement Form
- ❑ Statement of General Terms and Conditions
- ❑ A sworn, notarized Statement of Contractor's Experience and Personnel
- ❑ A sworn, notarized Drug Free Workplace Certificate must accompany each proposal or alternate proposal.
- ❑ A sworn, notarized Statement of Public Entity Crimes
- ❑ Proposal / Price Form – Exhibit A
- ❑ A separate sheet or sheets clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- ❑ Anti-Collusion Statement
- ❑ Hold Harmless Agreement
- ❑ Three (3) printed copies of the proposal in its entirety; and one (1) electronic single PDF version not password protected of the original submitted proposal in its entirety.
- ❑ E-Verify Certification Form
- ❑ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the RFP due date.
- ❑ Bid Document Checklist of Items Required to be Submitted
- ❑ W-9
- ❑ A Certificate of Insurability, acceptable to the City, shall accompany each bid or alternate bid, in the amounts as prescribed by State and City of Wildwood.

All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the City of Wildwood. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the City of Wildwood certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the City of Wildwood with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____
(company/vendor), confirm that the above listed documents are provided in our company's bid
being submitted to City of Wildwood and confirm I have read and understand the RFP document
in its entirety.

PART 2 EVALUATION AND AWARD

RFP EVALUATION

This Request for Proposals includes following all the procedures in this document and sending the sealed RFP information to the "CITY" of Wildwood by the due date and time. Once the RFPs are received, the Selection Committee members will independently review each submittal and score each RFP based on the evaluation criteria. All RFPs received in accordance with this Request for Proposals will be evaluated using the following criteria.

Evaluation Scoring Criteria

	Possible Points
Capability and Qualifications of the proposer to deliver the proposed services.	20
Proven experience as demonstrated with recent commercial contracts/projects for local government agencies within the State of Florida.	20
Resources and Availability	20
Client References and Past Performance	20
Prices Proposed	20
Total:	

Do not attempt to contact any Selection Committee Member, staff member or person other than Thomas J. Rigwood for questions relating to this project. Anyone attempting to lobby City of Wildwood representatives may be disqualified.

Recommendation of award will be provided on Demand Star once award is made at www.demandstar.com. The award will be based on the Proposal that is most advantageous to City of Wildwood. All Selection Committee recommendations are subject to City of Wildwood approval.

PROPOSALS AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results requested by telephone, fax or electronic media will not be accepted.

Once the Selection Committee has scored the individual/Vendor(s) presentations, the score sheets will be tallied, and the highest-ranking Vendors will be recommended for award to the City of Wildwood City of Commissioners and to enter into contract negotiations. Anyone attempting to lobby the City of Wildwood representatives on the selection committee may be disqualified.

PART 3 PROPOSALS SUBMITTAL

One (1) original, three (3) copies and one (1) electronic copy, not password protected must be submitted to City of Wildwood City Hall located at 100 N Main Street, Wildwood, Florida 34785. Proposals must be marked as **“RFP #2023-04 City of Wildwood Mowing and Landscape Maintenance Services”** with the firm name indicated on the outside of the sealed package.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 11:30 a.m. on February 15, 2023. Proposals submitted by FAX will not be accepted under any circumstances. **Late Proposals will not be accepted.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of any public building or public work, may not submit Proposals on leases of real property to a public entity crime, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The City of Wildwood as a unit of local government reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or evaluation process, and reserves the right to award contract(s) in the best interest of the City of Wildwood.

**PART 4
PROPOSALS DOCUMENTS
PROPOSALS COVER PAGE**

Name of Firm, Entity or Organization:
Federal Employer Identification Number (FEIN): State of Florida License Number (If Applicable): Name of Contact Person: Title: E-Mail Address:
Mailing Address: Street Address (if different): City, State, Zip: Telephone: _____ Fax: _____
Organizational Structure – Please Check One: Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐ If Corporation: Date of Incorporation: _____ State of Incorporation: _____ States Registered in as Foreign Corporation:
Authorized Signature: Print Name: _____ Signature: _____ Title: _____ Phone: _____
<i>This document must be completed and returned with your Submittal.</i>

PROPOSER'S CERTIFICATION

Submit To: City of Wildwood 100 Main Street Wildwood, Florida, 34785 Phone: 352-330-1330 Fax: 352-330-1338		CITY OF WILDWOOD REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: February 15, 2023	DUE TIME: 11:30 a.m.	RFP # 2023-04	
TITLE: City of Wildwood Mowing and Landscape Maintenance Services			
VENDOR NAME:		PHONE NUMBER:	
VENDOR MAILING ADDRESS:		FAX NUMBER:	
CITY/STATE/ZIP:		E-MAIL ADDRESS:	
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."			
_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for City of Wildwood, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the City of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the CITY. At the City of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."			
_____ Authorized Agent Name, Title (Print)		_____ Authorized Signature	_____ Date

This form must be completed and returned with your Submittal

STATEMENT OF GENERAL TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the City awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the City, or any City employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the City's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the "CITY" at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS, and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The City and/or its VENDOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the City. Unless information submitted is proprietary, copy written, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The City of City of Wildwood Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the "CITY" to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the City. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification, and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

City of Wildwood are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the "CITY". Submittals not meeting stated minimum terms and qualifications may be rejected by the "CITY" as non-responsive. The "CITY" reserves the right to reject any or all submittals without cause. The "CITY" reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the "CITY", or who has failed to perform faithfully any previous contract with the "CITY" or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the "CITY".

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the "CITY" intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the "CITY" may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The "CITY" reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The "CITY" shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the "CITY" representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED) and shall deliver in accordance with the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, City of Wildwood, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the "CITY" unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the "CITY" within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation but must do so at his own risk. All required information in the original City format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

CONTRACTOR'S AFFIDAVIT

State of Florida
City of _____

Before me personally appeared _____ who is *(title)* _____
of *(the company described herein)* _____ being duly sworn, deposes and says
that the foregoing statements are a true and accurate statement of the position of said organization as of
the date thereof, and, that the statements and answers to the foregoing experience questionnaire are
correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of
false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any
pertinent information requested by The City of Wildwood deemed necessary to verify the statements made
in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 20__

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

(seal)

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(Print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____
(seal)

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the "CITY" of Wildwood harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/ "VENDOR"-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant / Bidder's proposal as nonresponsive.

The City of Wildwood will not intentionally award City contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

The City of Wildwood may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Wildwood.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant's / Bidder's proposal.

Company Name _____

Print Name: _____ Title: _____

Signature _____ Date: _____

State of _____ County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF WILDWOOD.

NAME OF _____ FIRM:

[Sign in ink in the space provided below]

SIGNED _____ BY:

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the City of City of Wildwood Commissioners.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **{indicate which statement applies.}**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "VENDOR" list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

{signature}

{date}

State of _____
County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who after first being sworn by me, affixed his/her signature in the space provided above on this____day of_____, 20__.

Attest: _____

Notary Public

My commission expires: _____

(Notary Seal)

This document must be completed and returned with your Submittal

PART 5 SCOPE OF SERVICES

INTRODUCTION

The purpose of this Contract is to provide the City of Wildwood (herein referred to as “City of Wildwood”) with a complete Mowing and Landscape Maintenance Services contract (hereinafter shall be referred to as the “Work” or “Services”) inclusive of all the required equipment and materials, defined in the table attached to this Scope of Work.

CONTRACT DURATION

The initial term of this Agreement shall be March 1, 2023, through February 28, 2026, with the option to renew for a two (2) year extension. Following completion of the initial term, the renewal period shall automatically occur on March 1, 2026, unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices awarded by CONTRACTOR shall remain fixed and firm for the initial term of the Agreement. At a minimum of six (6) months prior to the end of the initial term, CONTRACTOR may submit a request in writing to the “City of Wildwood” effective for the renewal period. Any agreed upon negotiated price change shall remain firm for the remainder of the two (2) year extension renewal term.

SITE VISITS

Contractors are encouraged to visit the locations to get a better knowledge and understanding of what is required.

SPECIFICATIONS AND GENERAL SCOPE

The landscape maintenance Contractor shall be responsible for all labor, materials, and equipment necessary for the proper care and maintenance of the landscaping, irrigation and related landscaping structures and systems.

The following specifications are identified, as the minimum, to achieve the desired healthy and attractive landscaping within the community.

MAINTENANCE FOR VISIBILITY AND SAFETY

All personnel must wear ANSI Class III approved reflective safety vests anytime work is being performed on City property within road right-of-way. Appropriate Maintenance of Traffic (MOT) shall be per FDOT specification and used when personnel and equipment will be conducting work in or around traffic or pedestrians.

Contractor shall have basic and intermediate level FDOT MOT Certified staff that are actively working in the Right-of-Way.

All landscaping shall be maintained in a manner that allows clear passage of vehicles and pedestrians, provides open visibility where necessary for safety, and does not obstruct lighting. Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Trees and shrubs shall not be allowed to grow into or over sidewalks, public streets, driveways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles. All plantings will be kept 4-6 inches away from all curbs and sidewalks. Ground covers (Jasmine and Peanut) shall be kept neatly edged to the curb.

TREE CLEARANCE (within Right-of-Ways)

A minimum of eight (8) feet vertical clearance shall be maintained. This shall be increased up to 15' where necessary for the passage of taller vehicles-such as vans, buses, or trucks-in areas which must be used by such vehicles, smaller trees shall be kept inside curb until tall enough.

Clearances shall vary per area and must be approved by the "City of Wildwood."

In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas, including cul-de-sacs, where views must be maintained for safety of vehicular and pedestrian traffic. However, Contractor shall visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications.

All material will be kept trimmed off walls, fences, and any objects in landscape areas at all times.

Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Pruning of all landscaping shall comply with the proper techniques outlined in these specifications, based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.

TREE MAINTENANCE

CRAPE MYRTLES

Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.

As trees mature, a clear trunk height of 8.5' minimum shall be maintained.

Canopies shall in no case be allowed to deter safety and visibility in traffic situations.

Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval of the landscape manager.

PALMS

Palms shall be maintained to have full, rounded heads.

Ferns may remain but shall not be allowed to spread into planting beds. Seed pods shall be removed after fruiting, as possible.

Damaged or dead palm fronds, seed heads and dates will be removed within 15' of the ground on some varieties of palms at District's request.

LIGUSTRUM TREES

Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.

The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

NELLIE STEVENS HOLLY AND RELATED SPECIES

These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form, tapering to the top.

The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground. Shearing may be required only on occasion to maintain form.

LIVE OAK AND RELATED SPECIES

Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.

As trees mature, only remove necessary lower branches in order to maintain the natural normal form of the tree, and to allow for necessary maintenance.

Roadway trees shall be kept within the curb limits until tall enough to lift to 15' As a general rule the trees shall have 2/3 canopy and 1/3 clear trunk.

All limbs that are pruned back to the main trunk or central leader shall be cut at the branch bark collar, but not damaging the collar.

MAGNOLIAS

Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form, with the exception of trees in the line of sight.

The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground, unless approved by the City.

Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, prune lightly in the fall or early spring (before the spring flush), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. The central leader shall not be removed.

ALL TREE SPECIES

Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees and palms as needed to maintain a natural and healthy appearance.

All broken limbs or debris resulting from winds, storms, or other causes shall be removed promptly, or immediately if impeding safety.

Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining. All suckers and water sprouts shall be removed on a routine basis, as they occur.

Infestations of mistletoe, ball moss, Spanish moss and other epiphytes in the first fifteen (15) feet of trees, shrubs, and palms shall be removed on a routine basis.

Trees planted beside structures and walks/paths shall be maintained at size suitable for location.

DISEASE AND PEST CONTROL

All plant material shall be 95% free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.

Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.

Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.

Chemical damage to desirable plant material is unacceptable and will be replaced at the Contractor's expense.

All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.

ANNUAL MAINTENANCE AND REPLACEMENTS

ANNUAL BED MAINTENANCE

Annual beds shall be maintained in a fashion to allow for a full, colorful appearance at all times throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.

Shrubs and turf surrounding color beds must be trimmed to keep them from encroaching on the color beds and reducing the bed size.

Additional soil, soil amendments such as composted manure, organic peat, or a similar mix shall be incorporated and tilled in as part of the annual bed preparation as needed to maintain a rich growing environment for healthy growth, proper height, and a pleasing convex appearance. This soil must be approved by Parks and Recreation management staff.

Annual Flowerbed Fertilization:

A standard balanced slow-release fertilizer such as Osmocote, Nutricote, Sierra, or similar shall be incorporated into the bed as a soil amendment prior to planting each rotation of annuals. Supplemental fertilizations of a complete liquid fertilizer such as 20-20-20 or 10-60-10 at the labeled rate shall be applied to all color beds at least monthly to promote vigorous growth, flowering, and color.

REPLACEMENT

It is anticipated that it will require a minimum of four (4) complete change outs per year in beds that are labeled as just annuals on the landscape plan or as otherwise designated by the owner. The annuals shall be four (4) inch or four and a half (4 1/2) inch pot size. Material types should be selected for their longevity as well as color. A coordinated effect is to be continued at any change out. The City of Wildwood staff reserves the right to select

varieties if necessary.

Replacement should be completed within 72 hours of removal and before the weekend as open beds are not desired during this time.

GENERAL REQUIREMENTS

WEED CONTROL

Beds are to be kept 95% free of weeds and landscape debris and trash. Hand weeding shall be done as necessary.

Application of herbicides shall be done on a curative "as needed" basis. A pre-emergent herbicide may be used. Broadleaf weeds, sedges, and undesirable grasses shall be kept to a minimum.

Chemical damage to desirable turf is unacceptable and will be corrected at Contractor's expense.

All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.

DISEASE AND PEST CONTROL

All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.

Proper fertilization, proper watering, and proper drainage shall be practiced to promote plant vigor and resistance to pests and disease.

Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.

Chemical damage to desirable plant material is unacceptable and will be corrected at Contractors' expense.

All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.

REFUSE CONTROL

Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, branches, and palm fronds) at all times.

Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of the City of Wildwood.

Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, in order to preserve the design intent and appearance of the landscaping.

Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.

The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The owner shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/or other circumstances not attributable to actions or inactions of the Contractor.

PINE STRAW MULCHING

All plant beds and tree rings shall be maintained with an adequate and neat layer of pine straw, at all times. The landscape maintenance Contractor will be expected to replenish missing pine straw in all areas in between regularly scheduled mulching, or areas where pine straw disappears due to mowing/blowing operations such as in tree rings on the roadway medians. This shall be performed at no additional cost to the City. Care should be taken during mulching so as to not cover landscape lighting, valves, junction boxes or other structures and components.

Care shall be taken to avoid piling pine straw around the plant crowns or trunks. Any areas found neglected or bare (weeds, blowing or irrigation repair) shall be replaced at the Contractor's expense.

MOWING

Mowing of all turf areas shall be performed on a weekly basis during the normal growing season (April through October). **Appendices "A", "B", "C" & "D" indicate a weekly or bi-weekly mowing and landscape maintenance schedule.** During the months of November through March, it is expected that mowing will be required at least twice a month unless abnormal conditions arise. In any event, the turf shall be mowed at a frequency to promote healthy and continued growth as well as proper appearance at all times. Mower blades are expected to be sharp, leaving a clean cut. The City of Wildwood reserves the right to adjust this schedule at any time.

Mowing height shall be as follows:

1. St. Augustine 'Floritam' - 3.5" to 4"
2. Bahia - 3" to 4"

When line trimmers are used, cutting height shall be in conjunction with mowing height. Scalping by either trimmers or mowers will not be acceptable. Damage to trees, shrubs and signposts are not acceptable. Mowing patterns shall be varied to minimize wear areas from tires and slippage.

Any unsightly clippings, which remain on the turf, shall be removed immediately after mowing, not blown, or swept down storm drains.

Walkways, streets, and parking areas to be blown or vacuumed free of clippings after each mowing. Please refer to “*SITE CLEANLINESS AND CONDITION*” for additional requirements during the months of November through March when mowing may only occur twice a month.

EDGING

All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces. Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.

Edging shall occur in conjunction with mowing operations when required. Grass runners and ground covers shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.

Upon completion of edging operations, the turf edge shall be neat, clean and approximately 1/2 inch from the edge of any pavement, including roads without curbs, with a minimum depth of 2 inches.

All paved areas and mulched beds shall be free of dirt, clippings, palm fronds, and debris after work is completed.

LEAVES

At certain times of the year leaves in turf may need to be removed with a vacuum to avoid having them accumulate in areas of the turf, or get blown into beds, parking lot islands or residential yards by the mowers. In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. Leaves are not to be blown into landscape beds or down storm drains. If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing the turf. Any areas requiring above normal leaf or moss removal will be noted in specs on per job basis.

FERTILIZATION OF TURF, TREES, SHRUBS, ANNUAL/PERENNIAL FLOWER BEDS

Note: Fertilization is not a requirement of this RFP. This specification of fertilization is provided if it is decided upon by the City, that treatments would be necessary and would be quoted as a separate request outside the normal scope of work.

St. Augustine/Floritam Turf:

There should be a minimum of four (4) applications of a complete, acid-forming commercial turf fertilizer applied to St. Augustine or Floritam Turf per year.

March (15-0-15): A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product) There should be a minimum of 4% Iron, 6% Sulfur, and 2% each of Magnesium and Manganese. At least 25% of the Nitrogen should be in slow-release form such as poly coated, or sulfur coated area.

June (9-2-24): 9-2-24 with 6% Iron and 8 to 10% Sulfur (Lesco, or identical label) shall be applied at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product)

- o This lower Nitrogen will reduce fast succulent growth and resulting clippings and reduce Chinch Bug occurrence in the summer months. The extra Iron and Sulfur will enable the turf to maintain a desirable green color without excessive top growth.

August (9-2-24): Same as in June with 9-2-24.

- o The extra Potassium will help with drought and cold tolerance in dry and cold months.

October (15-0-15): Same as March with 15-0-15.

Bahia Turf:

There should be two (2) applications of complete commercial turf fertilizer to Bahia Turf areas per year.

March (16-4-8): A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)

September (9-2-24): 9-2-24 with 6% Iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.

- o If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 at the label rate, or another iron source should correct the problem.

SITE CLEANLINESS AND CONDITION

The City of Wildwood is a continuously growing and changing area. Development and construction will from time-to-time cause damage or will interrupt the routine maintenance program.

It is important that problems, or potential problems, which may be caused by these procedures, should be brought to the attention of the Public Works Department as soon as possible for action.

SUB CONTRACTING

The Contractor may subcontract certain procedures or operations as required. Proof of proper licensing and insurance will be provided upon request. The Contractor is held responsible for any work performed by any subcontractor engaged.

WORKFORCE

It is required that the Contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible. Reflective safety vests should be worn at all times while performing work on City property and roadways.

Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors at all times.

PARKING

Contractor vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection.

OFF ROAD VEHICLES

These vehicles should never exceed 19 MPH. These vehicles (including trailers) shall ALL have an Agricultural triangle visibly attached to the rear of the vehicle. All vehicles (and trailers) will be marked to easily identify the company's name. These vehicles are prohibited to use the turf to travel and may only pull off in the turf to park in a safe area.

These vehicles will never impede resident traffic at any time.

SUPERVISION

The Contractor shall provide supervision of all maintenance and/or repair work being performed. Supervisors shall be able to communicate problems to the Public Works Departments at any time and shall be easily accessible to the at all times either via e-mail or phone.

A walk through with the Operations Supervisor may be required to cover work being accomplished, special needs or concerns, and other related information.

ADDITIONAL WORK

The City of Wildwood, for the areas under contract and other City owned or leased property, may request from time-to-time additional work of the Contractor. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed in a timely manner.

CHANGES

It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the implementation of a change order approved by the management. The management does reserve the right to disapprove any changes. In such case, other Contractors may be engaged for the change.

SATISFACTORY PERFORMANCE

It is estimated that the frequency and guidelines set forth in this scope of work will provide the quality desired for the properties listed in each Exhibit. However, in the event it does

not, the Contractor agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the Owner in its discretion.

The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The Owner will review the appearance and quality of the grounds on a periodic basis. Contractor performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

It is recognized that at times, the development of new areas will damage or deter the maintaining of existing areas. Seasonal weather differences may cause some variation in vegetation growth characteristics and that different stages during the care cycle may vary from the desired appearance.

Any plant, tree, grass or shrubs, which die due to Contractor's negligence, shall be replaced by the Contractor, except in instances involving acts of God, theft, vandalism or the negligence of others, in which case the plants may be replaced at the Owners direction at no additional cost to the Contractor.

Any damage to walls, landscape, lighting, or hardscape features by the Contractor shall be repaired by the Contractor / vendor. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.

WARRANTY

Any work completed by the Contractor, to include new or replacement plants will have a minimum of a 1-year warranty.

EMPLOYEE REQUIREMENTS

Any workers applying fertilizer must be certified with Green Industry Best Management Practice. Any workers applying any pesticide will meet all requirements per the Florida Department of Agriculture and Consumer Services.

CONTRACTOR INVOICING

Invoicing for landscaping services performed, must be submitted to City of Wildwood within 30 days of completion of work. Invoices need to be submitted electronically to:

trigwood@wildwood-fl.gov and vhodges@wildwood-fl.gov

Performance Evaluation Ratings

City of Wildwood will periodically assess the performance of the Contractor's efforts for compliance. Where compliance is less than satisfactory, and whether the Contractor needs to provide a corrective action to reduce risk to City of Wildwood. The Public Works Director or designee will evaluate the reviewer's comments and any requests for corrective actions. City of Wildwood will provide the evaluation to the Contractor every quarter or as needed.

The performance evaluation scoring will consist of the following:

- 1-** Unsatisfactory Performance- This means the Contractor failed to abide by the contract and did not following applicable City of Wildwood codes, applicable standards/procedures, required excessive City involvement/oversight, and/or required the issuance of change orders to complete the project.
- 2-** Satisfactory Performance/Minor Improvements Can Be Made- This means the Contractor abided by the scope of the contract and followed applicable City of Wildwood codes and applicable standards/procedures, with minimal City involvement/oversight.
- 3-** Above Satisfactory Performance- Contractor abided by the scope of the contract following applicable City of Wildwood codes, applicable standards/procedures, and the City provided less than minimal City involvement/oversight.

APPENDIX A

PRICING PROPOSAL Parks & Recreation – Mowing & Landscape Maintenance

**THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX.
DO NOT LEAVE ANY BOXES BLANK**

NO BID: This bid document allows partial bids and if bidder does not wish to bid on a certain Appendix enter "NO BID" in that section and leave the page in the proper sequence.

<i>Base Bid - Parks & Recreation</i>					
Locations	Address	Frequency	Monthly Cost	Annual Cost	Est. Sq. Yards
Greenwood Cemetery	Wildwood, FL. 34785	weekly			15,243
Lake Deaton	5300 County Rd. 155	weekly			14,361
Baker House	6106 C 44A	weekly			24,007
Jackson Str. Youth Ctr.	610 Jackson Street	weekly			954
Clarke Park	605 Wilson Street	weekly			8,225
MLK Community Ctr.	101 Dr. Martin Luther King	weekly			1,129
Oxford Community Ctr.	4027 County Rd. 106	weekly			1,062
Oxford Park	4087 County Rd. 466	weekly			10,455
Senior Services Bldg.	604 4th Street	weekly			6,316
		Total			

APPENDIX B

PRICING PROPOSAL

THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX. DO NOT LEAVE ANY BOXES BLANK

Right-of-Way – Mowing & Landscape Maintenance

NO BID: This bid document allows partial bids and if bidder does not wish to bid on a certain Appendix enter "NO BID" in that section and leave the page in the proper sequence

<i>Base Bid - Right-of-Ways</i>					
Locations	Address	Frequency	Monthly Cost	Annual Cost	Est. Sq. Yards
US 301 (ROW) Oxford	CR 214 to CR 466	weekly			15,140
US 301 (ROW) Oxford	CR 466 to CR 204	weekly			10,387
Rr 35/US 301 (ROW)	Overpass to CR214	weekly			146,046
Rr 35/US 301 (ROW)	Turnpike to Overpass	weekly			78,079
SR 44	US 301 to Chevy Dealer	2 weeks			6,629
County Rd. 114	Nothside of 114 from 121 to End	2 weeks			1,594
West Clarke Street	US 301 to Hence	2 weeks			7,162
DR. MLK Blvd.	Dr. Martin Luther Blvd.	2 weeks			7,372
East Clarke Street	Lee Street to End	2 weeks			680
Maddox St.	Webster to Old Wire Road.	2 weeks			1,278
Lee Street E Side Overpass	Jarrell Ave to E Clarke St	2 weeks			3,252
Old Police Department	100 Huey Street	2 weeks			3,014
Huey Street	at US 301 (beside RR Tracks)	2 weeks			1,556
Rutland Street	Oxford St. & Gamble Street	2 weeks			1,988
Public Parking	Oxford Street & SR 301	2 weeks			939
Tower Site	Field Behind Hardy's	2 weeks			7,997
Kentucky Avenue	First Avenue to Parks Street	2 weeks			4,119
Roy Street	to Fifth Street	2 weeks			3,734
Powell Road	SR 44A to CR 466A	2 weeks			22,365
CR 466A	Powell Road to Buena Vista	2 weeks			37,063
East - CR 466A	Powell Road to US 301	2 weeks			14,601
East - CR 466	US 301 west to CR 209	2 weeks			11,043
East - CR 466	US 301 East to CR 105	2 weeks			3,068
CR 462	CR 466A to US 301	2 weeks			10,573
		Total			

APPENDIX C

PRICING PROPOSAL

THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX. DO NOT LEAVE ANY BOXES BLANK

Retention Ponds – Mowing & Landscape Maintenance

NO BID: This bid document allows partial bids and if bidder does not wish to bid on a certain Appendix enter "NO BID" in that section and leave the page in the proper sequence

<i>Base Bid - Retention Ponds</i>					
Locations	Address	Frequency	Monthly Cost	Annual Cost	Est. Sq. Yards
MLK Retention Pond	6938 County Rd. 213	2 weeks			6,776
Retention Pond & Park	Maddox Street	2 weeks			5,115
Retention Pond	Magnolia Street	2 weeks			9,950
Woodland Meadows Stormwater Detention Swale	Broken Oak Drive & Woodland Avenue	2 weeks			620
Retention Pond	Broken Oak	2 weeks			7,967
Retention Pond	Warfield & Osceola	2 weeks			5,509
Retention Pond	Second & Johnson	2 weeks			1,740
Retention Pond	Stone Street	2 weeks			2,188
Retention Pond	Peters Street	2 weeks			272
Retention Pond	Georgia Street	2 weeks			265
Retention Pond	East Clarke Street	2 weeks			1,193
Trailwinds Pond	Seven Mile Drive	2 weeks			6,457
		Total			

APPENDIX D

PRICING PROPOSAL

THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX. DO NOT LEAVE ANY BOXES BLANK

Utility Sites – Mowing & Landscape Maintenance

NO BID: This bid document allows partial bids and if bidder does not wish to bid on a certain Appendix enter "NO BID" in that section and leave the page in the proper sequence

Base Bid - Utility Sites					
Locations	Address	Frequency	Monthly Cost	Annual Cost	Square Yards
Wildwood Wasterwater Plant	CR 214	2 weeks			37,274
Rib Site (front part and to building)	CR 121	2 weeks			19,498
Lft Station	750 Peters Street	2 weeks			229
Lift Station	S. Main Street (State Farm)	2 weeks			68
Lift Station	Continental CC Greenway (x2)	2 weeks			
Lift Station	Charlotte Pipe CR 124A	2 weeks			135
Lift Station	Three Flags 1732 SR 44	2 weeks			94
Oxford Water Station	CR 214	2 weeks			4,265
Oxford Water Plant	US 301	2 weeks			8,627
Wildwood Wayter Tower	Huey Street	2 weeks			6,697
Coleman Water Plant	CR 501 and Marsh Bend Trail	2 weeks			17,232 (Plant) 34,068 (Field)
Continental CC #1 Water Tower		2 weeks			2,277
Continental CC #2 Water Plant		2 weeks			1,381
Ashley Well Water Station	CR 231	2 weeks			3,785
Fairways Water Plant		2 weeks			1,275
Old Well Site	High Street	2 weeks			422
Master Ave. Old Well Site	Master Avenue	2 weeks			1,083
Total					

APPENDIX E

PRICING PROPOSAL

THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX. DO NOT LEAVE ANY BOXES BLANK

Annual Planting Sites

NO BID: This bid document allows partial bids and if bidder does not wish to bid on a certain Appendix enter "NO BID" in that section and leave the page in the proper sequence

It is anticipated that it will require a minimum of four (4) complete change outs per year in beds that are labeled as just annuals on the landscape plan or as otherwise designated by the owner. The annuals shall be four (4) inch or four and a half (4 1/2) inch pot size. Material types should be selected for their longevity as well as color. A coordinated effect is to be continued at any change out. The City of Wildwood staff reserves the right to select varieties if necessary.

Replacement should be completed within 72 hours of removal and before the weekend as open beds are not desired during this time.

<i>Annual Planting Sites</i>				
Locations	Address	Quarterly Cost	Annual Cost	Est. Sq. Yards
City of Wildwood Sign	SR 301			60.8
City Hall Planters (Font of Building)	100 Main Street			28.2
Wildwood Comm. Ctr. (Back of Building)	6500 Powell Road			28.1
SR 301 and CR 466a	CSX			44.3
Public Works (Sign & Front of Building)	743 Huey Street			34.4
301 & 44a (Across from Nordic Pawn)	Across from Nordic Pawn			44.7
SR 301	Across from City Hall in Parking Lot			55.7
466a (City of Wildwood Sign)	City of Wildwood Sign			36.1
Total				

Bid Sheet

THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX. DO NOT LEAVE ANY BOXES BLANK

Mowing & Landscape Maintenance

Bid Sheet - Mowing & Landscape Maintenance				
	Monthly Cost	Annual Cost	Quarterly Cost	No Bid
Appendix A				
Appendix B				
Appendix C				
Appendix D				
Appendix E				
Total Cost				

**PROPOSALS ACKNOWLEDGMENT FORM FOR
CITY OF CITY OF WILDWOOD COMMISSIONERS**



Name of Firm Submitting Proposal _____

Name of Person Submitting Proposal _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the City of City of Wildwood Commissioners, to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

ATTACHMENT A: Excel Spreadsheet with lump sum proposal must be attached to this Proposal Acknowledgment Form

Signature

Date

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between "CITY" of Wildwood (hereafter referred to as "CITY"), whose address is 100 N Main Street, Wildwood, Florida 34785, and (hereafter referred to as "Contractor"), whose address is _____

WHEREAS, the "CITY" has need of professional services for Pressure Washing Services

WHEREAS the parties desire to enter into a written agreement outlining the duties, responsibilities, and compensation of Contractor, based on the Contractor's response to RFP # 2023- 04 Request for Proposals for Pressure Washing Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Contractor to the "CITY" will be that of a professional contractor to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Contractor's profession, and Contractor will endeavor to provide to the "CITY" prompt and efficient services to the best of its ability.
2. Contractor is hereby retained and employed as the Services Contractor and will work with the "CITY" to provide said services in accordance with the scope of services outlined in RFP # 2022-04.
3. Contractor agrees to prepare and complete a report to the "CITY", detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present the deliverables in person for review by staff or for discussion at a scheduled "CITY" Commission meeting.
4. The term of this Agreement shall commence on _____ and continue in full force through _____, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one-year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Contractor, Contractor shall furnish to the "CITY" invoice detailing all of Contractor's services, expenses, and any other services utilized by the "CITY". Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Contractor shall be paid pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the "CITY" pursuant

to this Agreement are and remain the property of the "CITY" as instruments of service.

- b. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Contractor shall be made available to the "CITY" upon request and shall be considered public records, pursuant to F.S. 119.0701.
- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The "CITY" shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 2022-08 naming "CITY" as an additional insured in each such policy.
- f. Upon Contractor's written request, the "CITY" will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and "CITY" mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The "CITY" and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the "CITY" nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the "CITY" which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the "CITY" on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the "CITY", serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between "CITY" and Contractor and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. "VENDOR"'s RFP Documents
- c. Permits / Licenses
- d. All RFP Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued
- f. Services hourly rates, as attached to this contract.

10. The Contractor agrees to indemnify and hold harmless the "CITY" of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

11. Contractor, its agents, servants, or employees shall, in no manner, whatsoever be construed

as the employees, agents, servants or representatives of the "CITY" and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the "CITY", except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the "CITY" and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the "CITY".

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the "CITY" in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Contractor shall comply with all federal, state, and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. Contractor shall immediately notify "CITY" in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the "CITY".

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE CITY

FOR THE CONTRACTOR

Name: Jason McHugh

Name: _____

Address: 100 N Main Street, Wildwood, FL 34785

Address: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

By: _____

ATTEST:

By: _____

"CITY" OF WILDWOOD

By: Ed Wolf, Mayor

Date Signed: _____

Contractor

By: _____

Date Signed: _____

ADDENDUM NO. 1

Mowing and Landscape Maintenance Services

Date: January 31, 2023 Bid Number RFP # 2023 -04

This addendum forms a part of the Specification and modifies the original Document as noted. Acknowledge receipt of this Addendum in the appropriate portion of Section "Proposer's Certification" with the submitted bid. Failure to do so may subject the proposer to disqualification.

- 1) Can you please provide the estimated annual budget for this project?

Response: Sufficient funds are budgeted for this contract

- 2) Where is the price proposal form located?

Response: The bid forms are attached in the "Addendum" document on DemandStar.

- 3) Please provide the previous bid tabulation for the last time this project was sent out to bid.

Response: This is the first contract bid for the City of Wildwood for Mowing and Landscape Maintenance Services, so the City does not have any previous contracts or bid tabulations for this contract.

- 4) Will there be a Pre-bid meeting that the vendors can attend? (HIGHLY RECOMMENDED)

Response: No (page 9 of documents)

- 5) Do you have any maps available to ensure that all areas to be serviced are definitively outlined? (Particularly, the Right of ways) as it is hard to know what areas to include.

Response: No.

- 6) Are the medians included for the right of way mowing?

Response: Yes. Where applicable

- 7) Will you be able to offer a ride along with the vendors to the site locations to show the areas that need to be included?

Response: No.

- 8) Can you please provide the Excel spreadsheet for Appendix A, B, C, D, E? The RFP states on page 44 to include the excel spreadsheet but there is only a word document and PDF listed on the solicitation.

Response: Addendum placed on DemandStar with updated documents for Appendix A, B, C, D, and E.

- 9) It states to include Pine Straw at all locations. Do you have a Pine Straw bale count that all the vendors can use so that we are all bidding apples to apples?

Response: No bale count as this is the City of Wildwood's first contract for Mowing and Landscape Maintenance Services.

- 10) It does not to state how many pine straw applications are to be included per year. Can you please clarify the frequency?

Response: As per contract (page 32), "All plant beds and tree rings shall be maintained with an adequate and neat layer of pine straw, at all times."

- 11) It states to include Pine straw around all tree rings and mulch beds. If there is currently no pine straw in certain areas, should we still include Pine Straw for bare areas?

Response: Yes

- 12) Can you tell me where to locate the current mowing and landscape maintenance contract?

Response: No current contract, this is the City of Wildwood's first contract for Mowing and Landscape Maintenance Services.

- 13) I was curious if the City had overhead maps of all these locations so we can know exact boundaries to verify trees and palms on these sites.

Response: We do not have overhead maps to share.

- 14) I also wondered if the moss removal was included at Baker House because that location has a lot of it in the old oaks all around the property.

Response: If moss removal is dictated in the contract for removal, then yes.

- 15) On that same site are we to maintain all the trees and palms out in the field areas or just up by the building?

Response: Just by the main building.

16) Is this the first time the City is bidding these services out?

Response: Yes

17) Can you tell me what sites need pine straw?

Response: That will be determined by site visits by each prospective vendor.

18) On Appendix, E it lists the annual locations. On the sites across from city hall and CSX where there is St. Augustine turf and shrubs. Are the turf and shrubs part of this bid and if they are what are they named?

Response: No, they are NOT part of this bid.

19) Appendix E- who maintains the irrigation on the annuals? Is that irrigation part of this RFP?

Response: Irrigation maintenance is NOT part of this bid.

20) Are there any other sites that have irrigation to be maintained? If there is, which sites and how many zones per location?

Response: Irrigation maintenance is NOT part of this bid.

21) All mowing locations general question. In the winter months when normal weekly mowing goes to every other week, do the sites that are bi-weekly go to once a month during the November to March time period?

Response: *"During the months of November through March, it is expected that mowing will be required at least twice a month unless abnormal conditions arise."* (Page 32)

22) Will the City of Wildwood have the sites cleaned up prior to the start date of the contract?

Response: Sites have been maintained by City of Wildwood staff. This is the first contract for the City for these sites.

23) Do the square yard measurements include green space only or does that include roadways, parking lots, athletic courts, etc.?

Response: Green space only

24) For sites listed as "weekly" visits, should we still plan to visit the sites during the fall/winter time when we are mowing every other week (October-March)?

Response: Yes. “During the months of November through March, it is expected that mowing will be required at least twice a month unless abnormal conditions arise.” (Page 32)

- 25) For the sites listed under “2 week” visiting frequencies, should we still plan to visit the sites during the fall/wintertime every other week (October-March), even if the turf may not need to be mowed?

Response: Yes. “During the months of November through March, it is expected that mowing will be required at least twice a month unless abnormal conditions arise..” (Page 32)

- 26) On the schedules Where it says frequency 1 week, I am assuming those sites follow the schedule in the scope, but the sites that say two weeks are those once 2x a month in the grow season and once a month in the off season or 2x a month all year?

Response: Mowing (page 32) explains your questions. The locations marked every “2 weeks” are mowed and maintained every 2 weeks throughout the year. The locations marked “Weekly” are mowed and maintained weekly from April through October and twice a month November through March.

- 27) Is there someone available that could show me the ROW sites? I can figure all the other ones out, but I really need to know the parameters of those.

Response: No.



BID OPENING RFP#2023-04

FEBRUARY 15, 2023 11:30am

COMPANY NAME	DATE RECEIVED	TIME RECEIVED	BID AMOUNT
Helping Hand LandCare	2-15-2023	10:16 a.m.	\$588,840.00
Aero Ground Tech	2-15-2023	10:23 a.m.	\$157,216.00
Earthscapes Unlimited	2-15-2023	9:52 a.m.	\$908,243.76
Yellow Stone Landscapes	2-15-2023	8:10 a.m.	\$432,547.00
Lawn Enforcement Agency	2-15-2023	11:03 a.m.	\$325,387.00
Valentins Precision Cut	2-15-2023	9:41 a.m.	\$145,825.08 no bid
			on 34D

WILDWOOD

Mowing and Landscape Maintenance Services

Date /

Page 287 of 378

Bid Sheet - Mowing & Landscape Maintenance

Company	Appendix A (P&R)	Appendix B (ROW)	Appendix C (Ponds)	Appendix D (UT)	Appendix E (Plants)	Total
Helping Hands Lawan Care	\$ 112,800.00	\$ 330,000.00	\$ 37,200.00	\$ 89,280.00	\$ 23,040.00	\$ 592,320.00
Aero Ground Tech	\$ 25,272.00	\$ 93,504.00	\$ 8,580.00	\$ 24,852.00	\$ 5,008.00	\$ 157,216.00
Earthscapes Limited	\$ 171,195.23	\$ 570,287.78	\$ 57,223.30	\$ 81,993.45	\$ 27,544.00	\$ 908,243.76
Yellowstone Landscape	\$ 70,020.00	\$ 219,900.00	\$ 43,860.00	\$ 57,960.00	\$ 30,807.00	\$ 422,547.00
Lawn Enforcement Agency	\$ 54,213.00	\$ 158,763.00	\$ 12,577.00	\$ 51,914.00	\$ 47,920.00	\$ 325,387.00
Valentins Precision Cut	\$ 82,163.88	\$ -	\$ 29,221.20	\$ -	\$ 34,440.00	\$ 145,825.08

CITY OF WILDWOOD

FINAL SHORTLIST RANKING



WILDWOOD
FLORIDA

Project: Mowing & Landscaping Maintenance

RFP #2023-04

APPLICANTS	EVALUATORS					
	Thomas Rigwood	Jason Wheeler	Steve Laign	Chris Weedman	Total Points	Ranking
Helping Hand	85	92	86	65	328	4
Aero Ground Tech	88	95	96	93	372	1
Earthscapes	25	89	70	0	184	6
Yellowstone	94	92	87	82	355	3
Lawn Enforcement	85	94	92	87	358	2
Valentins Precision Cut	56	67	62	20	205	5

CITY OF WILDWOOD



SHORTLIST SELECTION EVALUATION

RFP # 2023-04

Project: Mowing and Landscape Maintenance Services

WILDWOOD
FLORIDA

Selection Committee Member Signature: Tom Rigwood

Thomas J. Rigwood

Also Grounded - Bid Sheet.
Please be aware there Grounded LLC would like to be
introduced from this bid if not awarded the contract
in its entirety.
Bidders - No References/Client info/contacts
submitters in bid.

Scale: Rate each applicant on the identified points on a scale of 1 (lowest) to the highest.

APPLICANTS	20 pts.	20 pts.	20 pts.	20 pts.	20 pts.	Total Points
HERPINE HAND LAWN CARE	17	17	17	17	17	85
ALCO GROUNDTECH	17	17	18	17	19	88
EMERALD SCAPES UNLIMITED, INC.	0	0	0	10	15	25
YELLOWSTONE LANDSCAPE	19	19	19	19	18	94
LAWN ENFORCEMENT AGENCY, INC.	17	15	16	10	17	85
VALENTIN'S PRECISION CUT, LLC.	12	10	10	12	12	56

WILDWOOD
FLORIDA

RFP # 2023-04

Project: Mowing and Landscape Maintenance Services

Selection Committee Member Signature: Jason Wheeler

Scale: Rate each applicant on the identified points on a scale of 1 (lowest) to the highest.

	Capability and Qualifications	Proven Experience	Resources and Availability	Client References and Past Performance	Prices Proposed	Total Points
Scale: Rate each applicant on the identified points on a scale of 1 (lowest) to the highest.						
APPLICANTS	20 pts.	20 pts	20 pts.	20 pts.	20 pts.	
Helping Hands Lawn Care	20	20	17	17	18	92
Aero Ground Tech	20	20	18	18	19	95
Earthscapes Limited	20	20	17	17	15	89
Yellowstone Landscape	20	20	18	18	16	97
Lawn Enforcement Agency	20	20	18	18	17	94
Valentins Precision Cut	16	17	11	11	12	67

CITY OF WILDWOOD



WILDWOOD
FLORIDA

SHORTLIST SELECTION EVALUATION

RFP # 2023-04

Project: Mowing and Landscape Maintenance Services

Selection Committee Member Signature: Steve Laign

Scale: Rate each applicant on the identified points on a scale of 1 (lowest) to the highest.

APPLICANTS	20 pts.	20 pts.	20 pts.	20 pts.	20 pts.	Total Points
4 <i>Helping Hands Lawn Care</i>	20	20	18	18	10	86
1 <i>Aero Groundtek</i>	20	20	18	18	20	96
6 <i>Earthscapes Unlimited Inc,</i>	20	20	10	10	10	70
3 <i>Yellowstone Landscape</i>	20	20	15	18	14	87
2 <i>Lawn Enforcement Agency Inc.</i>	20	20	18	18	16	92
5 <i>Valentin's Precision cut LLC</i>	15	17	10	10	10	62

CITY OF WILDWOOD



SHORTLIST SELECTION EVALUATION

RFP # 2023-04

Project: Mowing and Landscape Maintenance Services

WILDWOOD
FLORIDA

Selection Committee Member Signature: Chris Weedman

Scale: Rate each applicant on the identified points on a scale of 1 (lowest) to the highest.

APPLICANTS	20 pts.	20 pts.	20 pts.	20 pts.	20 pts.	
Capability and Qualifications	20 pts.	20 pts.	20 pts.	20 pts.	20 pts.	
Proven Experience	20 pts.	20 pts.	20 pts.	20 pts.	20 pts.	
Resources and Availability	20 pts.	20 pts.	20 pts.	20 pts.	20 pts.	
Client References and Past Performance	20 pts.	20 pts.	20 pts.	20 pts.	20 pts.	
Prices Proposed	20 pts.	20 pts.	20 pts.	20 pts.	20 pts.	
Total Points						
Aero Ground Tek	19	19	18	18	19	93
Earthscape Unlimited Inc	0	0	0	0	0	0
Yellowstone Landscape	19	19	15	19	10	82
Helping Hand Lawn Care	15	15	15	15	5	65
Lawn Enforcement Agency	19	17	18	18	15	87
Valentias Precision Cut	0	0	0	0	20	20

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City of Wildwood
RFP #2023-04: Mowing and Landscape
Maintenance Services





City of Wildwood
Public Works Department
743 Huey Street
Wildwood, FL 34785

RFP #2023-04: Mowing and Landscape Maintenance Services

Thank you for the opportunity to submit the attached response. We have carefully reviewed the invitation and believe we are the choice to ensure your entire maintenance contract specifications will be met in a timely and professional manner.

Founded in 1987, our full-service landscape company is built upon commitment to our clients and a dedication to quality performance. This means we spare no effort in meeting your needs and requirements - from site preparation, to irrigation installation and maintenance, landscape design and installation, pest control and fertilization and complete landscape management.

Our employees are competent professionals and very experienced in the scope of this project. They are skilled in all aspects of landscaping services and trained in safety practices.

Aero Groundtek employs approximately 200 employees at the present time. Beyond being a drug-free workplace, we are also a tobacco-free workplace. All of our employees complete a thorough background check prior to employment. We also have a schedule of weekly and monthly safety meetings. All employees are uniformed and easily recognizable.

Aero Groundtek has in place a fully skilled and experienced management team. This is supported and assisted by an exceptional staff which carries out the proper and safe execution of the contract services required under our contracts. It is Aero Groundtek's experience that has enabled us to provide constant, reliable, dedicated efforts which results in the achievement of continued client satisfaction.

Thank you,

Luke Blackson, Lead Estimator



RFP#2023-04-Mowing and Landscape Maintenance Services

Page 3:	Check List
Page 5:	Proposals Cover Page
Page 6:	Proposer's Certification
Page 7:	Statement of General Terms and Conditions
Page 8:	Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
Page 10:	Non-Collusion Affidavit
Page 11:	Price Proposal
Page 17:	Signed Understanding of Quote
Page 18:	Contractor's Affidavit
Page 19:	Hold Harmless Agreement
Page 20:	Immigration Affidavit Certification
Page 21:	E-Verify Information
Page 22:	Drug Free Workplace Certificate
Page 23:	Sunbiz Information
Page 24:	References and Similar Experience
Page 27:	Operating Plan
Page 30:	Aero Groundtek LLC Equipment List
Page 32:	Aero Groundtek LLC Summary of Credentials
Page 33:	Certificate of Liability Insurance
Page 35:	W-9 Information
Page 36:	Summary of Corporate Profile

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ❑ One (1) original proposal, clearly labeled "Original"
- ❑ Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- ❑ Proposer Certification / Addenda Acknowledgement Form
- ❑ Statement of General Terms and Conditions
- ❑ A sworn, notarized Statement of Contractor's Experience and Personnel
- ❑ A sworn, notarized Drug Free Workplace Certificate must accompany each proposal or alternate proposal.
- ❑ A sworn, notarized Statement of Public Entity Crimes
- ❑ Proposal / Price Form – Exhibit A
- ❑ A separate sheet or sheets clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- ❑ Anti-Collusion Statement
- ❑ Hold Harmless Agreement
- ❑ Three (3) printed copies of the proposal in its entirety; and one (1) electronic single PDF version not password protected of the original submitted proposal in its entirety.
- ❑ E-Verify Certification Form
- ❑ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the RFP due date.
- ❑ Bid Document Checklist of Items Required to be Submitted
- ❑ W-9
- ❑ A Certificate of Insurability, acceptable to the City, shall accompany each bid or alternate bid, in the amounts as prescribed by State and City of Wildwood.

All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the City of Wildwood. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the City of Wildwood certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the City of Wildwood with proof that required coverage has been extended.

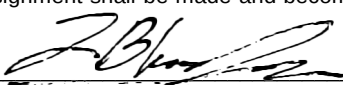
Date: 2-8-22

I, Luke Blackson (name), an authorized officer of Aero Groundtek LLC (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to City of Wildwood and confirm I have read and understand the RFP document in its entirety.

PART 4
PROPOSALS DOCUMENTS
PROPOSALS COVER PAGE

Name of Firm, Entity or Organization: Aero Groundtek LLC	
Federal Employer Identification Number (FEIN): 84-4918513	
State of Florida License Number (If Applicable):	
Name of Contact Person: Luke Blackson	
Title: Lead Estimator	
E-Mail Address: lblackson@groundtek.com	
Mailing Address: 858 Maguire Rd	
Street Address (if different):	
City, State, Zip: Ocoee, FL 34761	
Telephone: 407-877-7473	Fax: 407-877-8670
Organizational Structure – Please Check One: ☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐	
If Corporation:	
Date of Incorporation: 4/3/2020	State of Incorporation: Delaware
States Registered in as Foreign Corporation:	
Authorized Signature:	
Print Name: Luke Blackson	
Signature: 	
Title: Lead Estimator	
Phone: 407-877-7473	
<i>This document must be completed and returned with your Submittal.</i>	

PROPOSER'S CERTIFICATION

Submit To: City of Wildwood 100 Main Street Wildwood, Florida, 34785 Phone: 352-330-1330 Fax: 352-330-1338		CITY OF WILDWOOD REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: February 15, 2023	DUE TIME: 11:30 a.m.	RFP # 2023-04	
TITLE: City of Wildwood Mowing and Landscape Maintenance Services			
VENDOR NAME: Aero Groundtek LLC		PHONE NUMBER: 407-877-7473	
VENDOR MAILING ADDRESS: 858 Maguire Rd		FAX NUMBER: 407-877-8670	
CITY/STATE/ZIP: Ocoee, FL 34761		E-MAIL ADDRESS: lblackson@groundtek.com	
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."			
<u>#1 (1/31/22)</u> Addendum # Addendum # Addendum # Addendum # Addendum #			
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for City of Wildwood, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the City of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the CITY. At the City of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."			
<u>Luke Blackson, Lead Estimator</u> Authorized Agent Name, Title (Print)		 Authorized Signature	<u>2-8-23</u> Date

This form must be completed and returned with your Submittal

STATEMENT OF GENERAL TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the City awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the City, or any City employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the City's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the "CITY" at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS, and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The City and/or its VENDOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the City. Unless information submitted is proprietary, copy written, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The City of City of Wildwood Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the "CITY" to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the City. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification, and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

City of Wildwood are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the "CITY". Submittals not meeting stated minimum terms and qualifications may be rejected by the "CITY" as non-responsive. The "CITY" reserves the right to reject any or all submittals without cause. The "CITY" reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the "CITY", or who has failed to perform faithfully any previous contract with the "CITY" or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the "CITY".

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the "CITY" intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the "CITY" may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The "CITY" reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The "CITY" shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the "CITY" representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED) and shall deliver in accordance with the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, City of Wildwood, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the "CITY" unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the "CITY" within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation but must do so at his own risk. All required information in the original City format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

2/10/22

This document must be completed and returned with your Submittal.

**SWORN STATEMENT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to "CITY" of Wildwood

By _____
{print individual's name and title}

for Aero Groundtek LLC
{print name of entity submitting sworn statement}

whose business address is 848 Maguire Rd. Ocoee, FL 34761

and (if applicable) its Federal Employer Identification Number (FEIN) is 84-4918513 (If
the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management

of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **{indicate which statement applies.}**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "VENDOR" list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jason Shear

{signature}
2-7-2023

{date}



CLAUDIA PACHECO
Commission # HH 125907
Expires June 24, 2025
Bonded Thru Budget Notary Services

State of Florida
County of Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jason Shear, who after first being sworn by me, affixed his/her signature in the space provided above on this 7th day of Feb, 2023

Attest: Claudia Pacheco
Notary Public

My commission expires: 6/24/25

(Notary Seal)

This document must be completed and returned with your Submittal

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF WILDWOOD.

NAME OF Aero Groundtek LLC FIRM:

[Sign in ink in the space provided below]

SIGNED  BY:

TITLE: Lead Estimator

ADDRESS: 858 Maguire Rd

CITY & STATE: Ocoee, Florida

TELEPHONE: 407-877-7473

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the City of City of Wildwood Commissioners.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

APPENDIX A

PRICING PROPOSAL Parks & Recreation – Mowing & Landscape Maintenance

**THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX.
DO NOT LEAVE ANY BOXES BLANK**

NO BID: This bid document allows partial bids and if bidder does not wish to bid on a certain Appendix enter "NO BID" in that section and leave the page in the proper sequence.

Base Bid - Parks & Recreation					
Locations	Address	Frequency	Monthly Cost	Annual Cost	Est. Sq. Yards
Greenwood Cemetery	Wildwood, FL. 34785	weekly	\$364	\$4,368	15,243
Lake Deaton	5300 County Rd. 155	weekly	\$347	\$4,164	14,361
Baker House	6106 C 44A	weekly	\$577	\$6,924	24,007
Jackson Str. Youth Ctr.	610 Jackson Street	weekly	\$70	\$840	954
Clarke Park	605 Wilson Street	weekly	\$200	\$2,400	8,225
MLK Community Ctr.	101 Dr. Martin Luther King	weekly	\$74	\$888	1,129
Oxford Community Ctr.	4027 County Rd. 106	weekly	\$70	\$840	1,062
Oxford Park	4087 County Rd. 466	weekly	\$252	\$3,024	10,455
Senior Services Bldg.	604 4th Street	weekly	\$152	\$1,824	6,316
Total			\$2,106	\$25,272	

APPENDIX B

PRICING PROPOSAL

THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX. DO NOT LEAVE ANY BOXES BLANK

Right-of-Way – Mowing & Landscape Maintenance

NO BID: This bid document allows partial bids and if bidder does not wish to bid on a certain Appendix enter "NO BID" in that section and leave the page in the proper sequence

<i>Base Bid - Right-of-Ways</i>					
Locations	Address	Frequency	Monthly Cost	Annual Cost	Est. Sq. Yards
US 301 (ROW) Oxford	CR 214 to CR 466	weekly	\$364	\$4,368	15,140
US 301 (ROW) Oxford	CR 466 to CR 204	weekly	\$252	\$3,024	10,387
Rr 35/US 301 (ROW)	Overpass to CR214	weekly	\$3,489	\$41,868	146,046
Rr 35/US 301 (ROW)	Turnpike to Overpass	weekly	\$1,868	\$22,416	78,079
SR 44	US 301 to Chevy Dealer	2 weeks	\$81	\$972	6,629
County Rd. 114	Nothside of 114 from 121 to End	2 weeks	\$20	\$240	1,594
West Clarke Street	US 301 to Hence	2 weeks	\$87	\$1,044	7,162
DR. MLK Blvd.	Dr. Martin Luther Blvd.	2 weeks	\$87	\$1,044	7,372
East Clarke Street	Lee Street to End	2 weeks	\$9	\$108	680
Maddox St.	Webster to Old Wire Road.	2 weeks	\$18	\$216	1,278
Lee Street E Side Overpass	Jarrell Ave to E Clarke St	2 weeks	\$39	\$468	3,252
Old Police Department	100 Huey Street	2 weeks	\$37	\$444	3,014
Huey Street	at US 301 (beside RR Tracks)	2 weeks	\$20	\$240	1,556
Rutland Street	Oxford St. & Gamble Street	2 weeks	\$26	\$312	1,988
Public Parking	Oxford Street & SR 301	2 weeks	\$13	\$156	939
Tower Site	Field Behind Hardy's	2 weeks	\$98	\$1,176	7,997
Kentucky Avenue	First Avenue to Parks Street	2 weeks	\$50	\$600	4,119
Roy Street	to Fifth Street	2 weeks	\$46	\$552	3,734
Powell Road	SR 44A to CR 466A	2 weeks	\$269	\$3,228	22,365
CR 466A	Powell Road to Buena Vista	2 weeks	\$445	\$5,340	37,063
East - CR 466A	Powell Road to US 301	2 weeks	\$176	\$2,112	14,601
East - CR 466	US 301 west to CR 209	2 weeks	\$133	\$1,596	11,043
East - CR 466	US 301 East to CR 105	2 weeks	\$37	\$444	3,068
CR 462	CR 466A to US 301	2 weeks	\$128	\$1,536	10,573
Total			\$7,792	\$93,504	

APPENDIX C

PRICING PROPOSAL

THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX. DO NOT LEAVE ANY BOXES BLANK

Retention Ponds – Mowing & Landscape Maintenance

NO BID: This bid document allows partial bids and if bidder does not wish to bid on a certain Appendix enter "NO BID" in that section and leave the page in the proper sequence

<i>Base Bid - Retention Ponds</i>					
Locations	Address	Frequency	Monthly Cost	Annual Cost	Est. Sq. Yards
MLK Retention Pond	6938 County Rd. 213	2 weeks	\$83	\$996	6,776
Retention Pond & Park	Maddox Street	2 weeks	\$62	\$744	5,115
Retention Pond	Magnolia Street	2 weeks	\$120	\$1,440	9,950
Woodland Meadows Stormwater Detention Swale	Broken Oak Drive & Woodland Avenue	2 weeks	\$31	\$816	620
Retention Pond	Broken Oak	2 weeks	\$96	\$1,152	7,967
Retention Pond	Warfield & Osceola	2 weeks	\$68	\$816	5,509
Retention Pond	Second & Johnson	2 weeks	\$44	\$528	1,740
Retention Pond	Stone Street	2 weeks	\$44	\$528	2,188
Retention Pond	Peters Street	2 weeks	\$26	\$312	272
Retention Pond	Georgia Street	2 weeks	\$26	\$312	265
Retention Pond	East Clarke Street	2 weeks	\$37	\$444	1,193
Trailwinds Pond	Seven Mile Drive	2 weeks	\$78	\$936	6,457
		Total	\$715	\$8,580	

APPENDIX D

PRICING PROPOSAL

THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX. DO NOT LEAVE ANY BOXES BLANK

Utility Sites – Mowing & Landscape Maintenance

NO BID: This bid document allows partial bids and if bidder does not wish to bid on a certain Appendix enter "NO BID" in that section and leave the page in the proper sequence

<i>Base Bid - Utility Sites</i>					
Locations	Address	Frequency	Monthly Cost	Annual Cost	Square Yards
Wildwood Wasterwater Plant	CR 214	2 weeks	\$689	\$8,268	37,274
Rib Site (front part and to buildings)	CR 121	2 weeks	\$234	\$2,808	19,498
Lft Station	750 Peters Street	2 weeks	\$26	\$312	229
Lift Station	S. Main Street (State Farm)	2 weeks	\$24	\$288	68
Lift Station	Continental CC Greenway (x2)	2 weeks	\$24	\$288	
Lift Station	Charlotte Pipe CR 124A	2 weeks	\$24	\$288	135
Lift Station	Three Flags 1732 SR 44	2 weeks	\$24	\$288	94
Oxford Water Station	CR 214	2 weeks	\$52	\$624	4,265
Oxford Water Plant	US 301	2 weeks	\$104	\$1,248	8,627
Wildwood Wayter Tower	Huey Street	2 weeks	\$83	\$996	6,697
Coleman Water Plant	CR 501 and Marsh Bend Trail	2 weeks	\$555	\$6,660	17,232 (Plant) 34,068 (Field)
Continental CC #1 Water Tower		2 weeks	\$40	\$480	2,277
Continental CC #2 Water Plant		2 weeks	\$40	\$480	1,381
Ashley Well Water Station	CR 231	2 weeks	\$46	\$552	3,785
Fairways Water Plant		2 weeks	\$40	\$480	1,275
Old Well Site	High Street	2 weeks	\$29	\$348	422
Master Ave. Old Well Site	Master Avenue	2 weeks	\$37	\$444	1,083
Total			\$2,071	\$24,852	

APPENDIX E

PRICING PROPOSAL

THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX. DO NOT LEAVE ANY BOXES BLANK

Annual Planting Sites

NO BID: This bid document allows partial bids and if bidder does not wish to bid on a certain Appendix enter "NO BID" in that section and leave the page in the proper sequence

It is anticipated that it will require a minimum of four (4) complete change outs per year in beds that are labeled as just annuals on the landscape plan or as otherwise designated by the owner. The annuals shall be four (4) inch or four and a half (4 1/2) inch pot size. Material types should be selected for their longevity as well as color. A coordinated effect is to be continued at any change out. The City of Wildwood staff reserves the right to select varieties if necessary.

Replacement should be completed within 72 hours of removal and before the weekend as open beds are not desired during this time.

<i>Annual Planting Sites</i>				
Locations	Address	Quarterly Cost	Annual Cost	Est. Sq. Yards
City of Wildwood Sign	SR 301	\$226	\$904	60.8
City Hall Planters (Font of Building)	100 Main Street	\$108	\$432	28.2
Wildwood Comm. Ctr. (Back of Building)	6500 Powell Road	\$108	\$432	28.1
SR 301 and CR 466a	CSX	\$162	\$648	44.3
Public Works (Sign & Front of Building)	743 Huey Street	\$130	\$520	34.4
301 & 44a (Across from Nordic Pawn)	Across from Nordic Pawn	\$173	\$692	44.7
SR 301	Across from City Hall in Parking Lot	\$205	\$820	55.7
466a (City of Wildwood Sign)	City of Wildwood Sign	\$140	\$560	36.1
Total		\$1,252	\$5,008	

Bid Sheet

THIS FORM MUST HAVE AN AMOUNT FOR BOTH MONTHLY AND ANNUAL IN EACH BOX. DO NOT LEAVE ANY BOXES BLANK

Mowing & Landscape Maintenance

Bid Sheet - Mowing & Landscape Maintenance				
	Monthly Cost	Annual Cost	Quarterly Cost	No Bid
Appendix A	\$2,106	\$25,272		
Appendix B	\$7,792	\$93,504		
Appendix C	\$715	\$8,580		
Appendix D	\$2,071	\$24,852		
Appendix E		\$5,008	\$1,252	
Total Cost	\$12,684	\$157,216	\$1,252	

*Please be aware Aero Groundtek LLC would like to be withdrawn from this bid if not awarded the contract in its entirety.
Thank you



**PROPOSALS ACKNOWLEDGMENT FORM FOR
CITY OF CITY OF WILDWOOD COMMISSIONERS**



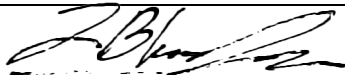
Name of Firm Submitting Proposal Aero Groundtek LLC

Name of Person Submitting Proposal Luke Blackson (Lead Estimator)

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the City of Wildwood Commissioners, to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

ATTACHMENT A: Excel Spreadsheet with lump sum proposal must be attached to this Proposal Acknowledgment Form


Signature

2/10/22
Date

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

CONTRACTOR'S AFFIDAVIT

State of Florida
City of Orlando

Before me personally appeared Jason Shear who is (title) Senior Vice President
of (the company described herein) Aero Goundtek LLC being duly sworn, deposes and says
that the foregoing statements are a true and accurate statement of the position of said organization as of
the date thereof, and, that the statements and answers to the foregoing experience questionnaire are
correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of
false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any
pertinent information requested by The City of Wildwood deemed necessary to verify the statements made
in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known ☒ or Produced Identification _____

Sworn to and subscribed before me this 7th day of February, 2023

Claudia Pacheco
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Claudia Pacheco
(Print Name of Notary Public)

(seal)



CLAUDIA PACHECO
Commission # HH 125907
Expires June 24, 2025
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the "CITY" of Wildwood harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Aero Groundtek LLC

Contractor/ "VENDOR"-Print Name


Signature

RFP #2023-04

Project Name

2/8/22

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant / Bidder's proposal as nonresponsive.

The City of Wildwood will not intentionally award City contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

The City of Wildwood may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Wildwood.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant's / Bidder's proposal.

Company Name Aero Groundtek LLC

Print Name: Jason Shear Title: Senior Vice President

Signature Jason Shear Date: 2-7-2023

State of Florida County of Orange

The foregoing instrument was signed and acknowledged before me this 7th day of February 2023, by

Jason Shear who has produced Personally known as identification.
(Print or Type Name) (Type of Identification and Number)

Claudia Pacheco
Notary Public Signature

Claudia Pacheco
Printed Name of Notary Public

HH 125907 / 6/24/25
Notary Commission Number/Expiration



CLAUDIA PACHECO
Commission # HH 125907
Expires June 24, 2025
Bonded Thru Budget Notary Services

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



Welcome
Gleysis Gessen

Company
Aero Groundtek LLC

User ID
GGES6078

≡ MENU

Company Information

Company Name	Company ID Number	Doing Business As (DBA) Name
Aero Groundtek LLC	406464	--
DUNS Number		
--		

Physical Location

Address 1
862 Maguire Rd.

Address 2
--

City
Ocoee

State
FL

Zip Code
34761

County
ORANGE

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
844918513

Administrator
--

Total Number of Employees
100 to 499

Parent Organization
--

Organization Designation

Employer Category
None of these categories
apply

[View / Edit](#)

NAICS Code
238 - SPECIALTY TRADE
CONTRACTORS

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
3

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



Last Login: 04/28/2021 02:39 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

[Enable Permanent Tooltips](#)

[Accessibility](#)

[Download Viewers](#)

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Aero Groundtek LLC

(Print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herei

Juan Estela
Authorized Signature

2-7-2023

Date Signed

State of: Florida

County of: Orange

Sworn to and subscribed before me this 7th day of February, 2023

Personally known ☒ or Produced Identification Claudia Pacheco
(Specify Type of Identification)

Claudia Pacheco
Signature of Notary

My Commission Expires 6/24/25
(seal)



CLAUDIA PACHECO
Commission # HH 125907
Expires June 24, 2025
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

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No Events **No Name History**

Detail by Entity Name

Foreign Limited Liability Company

AERO GROUNDTEK LLC

Filing Information

Document Number M20000003970
FEI/EIN Number 84-4918513
Date Filed 04/24/2020
State DE
Status ACTIVE

Principal Address

165 CANTIAGUE ROCK RD
 WESTBURY, NY 11590-2826

Mailing Address

165 CANTIAGUE ROCK RD
 WESTBURY, NY 11590-2826

Registered Agent Name & Address

INTERSTATE AGENT SERVICES LLC
 100 SE 2 ST STE 2000 #209
 MIAMI, FL 33131

Authorized Person(s) Detail

Name & Address

Title MGRM

AERO OPERATING, LLC
 165 CANTIAGUE ROCK RD
 WESTBURY, NY 11590-2826

Annual Reports

Report Year	Filed Date
2021	04/15/2021

Document Images

[04/15/2021 -- ANNUAL REPORT](#) [View image in PDF format](#)

[04/24/2020 -- Foreign Limited](#) [View image in PDF format](#)

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No Events **No Name History**

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

SEE ATTACHED LIST

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		



References

City of Longwood
180 E. Warren Ave
Longwood, FL 32750

Eric W. Nagowski
enogowski@longwoodfl.org
407-263-2395

In 2022, Groundtek was awarded the Landscape Maintenance Contract for the City of Longwood, Florida. Locations include Right of Way, Government Building, and City Parks. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming, replacement of annual/perennial plants several times throughout the year, installation of landscape enhancements, debris removal, sidewalk/parking area cleaning. **\$265,720 annually.**

Orange County Roads and Drainage
4200 S. John Young Parkway
Orlando, FL 32819

Rebecca Baldwin
rebecca.baldwin@ocfl.net
407-836-8001

January 2018, Groundtek was awarded the Landscape Maintenance Contract for Orange County Lot A Roadway mowing. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming, replacement of annual/perennial plants several times throughout the year, installation of landscape enhancements, debris removal, sidewalk/parking area cleaning, chemical applications including pre-emergent applications to limit undesirable vegetation growth, mulching, MOT. **\$540,000 annually.**

Orange County Public Works
4200 John Young Parkway
Orlando, FL 32839

Michael Church
Michael.Church@ocfl.net
407-836-7812

In 2017, Groundtek was awarded the contract for multiple primary canals and/or retention pond mowing and maintenance. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming. **\$700,000 annually.**



References Continued

Lake County Public Works
PO Box 32887
Tavares, FL 32778

Danielle Suggs
dsuggs@lakecountyfl.gov
352-343-6439

In 2017, Groundtek was awarded the right of way maintenance contract for Lake County, Florida. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming, as well as debris removal. **430,000 annually.**

City of Orlando Parks/City Hall
1206 W. Columbia St
Orlando, FL 32805

Mike Tatum
michael.tatum@cityoforlando.net
407-919-9604

March 2017, Groundtek was awarded the Landscape Maintenance Contract for the City of Orlando Parks which includes Orlando City Hall. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming, replacement of annual/perennial plants several times throughout the year, installation of landscape enhancements, debris removal, irrigation repair and enhancement, sidewalk/parking area cleaning, chemical applications including pre-emergent applications to limit undesirable vegetation growth, mulching. **\$620,000 annually.**

Orange County Convention Center
9800 International Drive
Orlando, FL 32819

Brian LaMirande
brian.lamirande@occc.net
321-230-8598

December 2014, Groundtek was awarded the Landscape Maintenance Contract for the Orange County Convention Center. Services currently performed include turf care, edging, trimming, hand pruning, tree care and trimming, replacement of annual/perennial plants several times throughout the year, installation of landscape enhancements, debris removal, irrigation repair and enhancement, sidewalk/parking area cleaning, chemical applications including pre-emergent applications to limit undesirable vegetation growth, mulching. **\$1,010,000 annually.**



Operating Plan
RFP #2023-04: Mowing and Landscape Maintenance Services

Landscape maintenance for the City of Wildwood will be directly overseen by Aero Groundtek LLC's Senior Account Manager. All account managers will work directly with staff from the City of Wildwood to ensure maintenance is being done both in a timely manner and to the highest standard.

Field Management

Aero Groundtek ensures a detailed field management structure to ensure the needs of the City of Wildwood needs are met.

Director of Operations:

The Director of Operations located in Ocoee, FL at the Aero Groundtek LLC central command. He will be responsible for operations for the entire Aero Groundtek LLC corporations.

Branch Manager:

Aero Groundtek currently has branches in throughout Florida. Those branches include locations in Tampa, Oxford, Stuart, and Ocoee. Each branch is run by a branch manager. Should a major issue arise beyond the day-to-day maintenance the Branch Manager will be able to address those issues.

Account Manager:

The Account Manager will be the primary point of contact with the City of Wildwood. Also, the Account Manager will ensure crews are completing work on schedule, and to the highest quality. Finally, if any additional services are needed the city can communicate with the Account Manager and receive quotes.

Crew Leaders:

Crew leaders are on site managing the crews who services each site. These crew leaders also serve as an immediate quality control for all our crewmember and communicate with Account Managers.

Crew Members:

Professional landscape technicians who perform the services on each site.

Equipment:

Aero Groundtek is fully equipped to handle to scope of work listed in the solicitation. All equipment listed is owned by Aero Groundtek. Aero Groundtek is constantly updated its equipment by adding state of the art equipment to ensure our clients receive high quality service. See attached equipment list for a full list of equipment available for use to complete this project.



Operating Plan
RFP #2023-04: Mowing and Landscape Maintenance Services

Dispatch and Routing

Aero Groundtek uses state of the art web-based system for dispatch and routing of crew member. This system allows Aero Groundtek leadership to track the location of each crew, how many crew members are on site, and how long they are on site. Aspire Landscaping, the web-based system we employ, will also track the status of work that has been completed and is in the progress of being completed. For more details see the information below.

Schedule:

Aero Groundtek will work directly with The City of Wildwood to formulate a schedule for when the best time is to complete services. The dispatch of our crews begins at 7am and return at 5pm. We anticipate with our landscape experts should be completing a complete cycle in two days. A complete cycle will include all services listed in the scope of work. Upon completion of any scheduled service the Account Manager will contact the City of Wildwood to notify them of the completed work.

Emergency Plan

In addition to communicating with the Account Manager for this project, should an emergency arise, personnel from the City of Wildwood can contact the 24/7 support line 1877-OUTGRIT.

Escalation Process:

Should any of the Groundtek teams identify a problem on the grounds it will promptly be reported to team leaders. The team leader then reports all issues directly to the Account Manager. If further intervention is needed Aero Groundtek Central Command will then communicate the supervisory personal for the City of Wildwood as issues arise. When customers have complaints, they are reported to our office personal in Ocoee, those complaints are reviewed and responded to by Aero Groundtek Central Command.



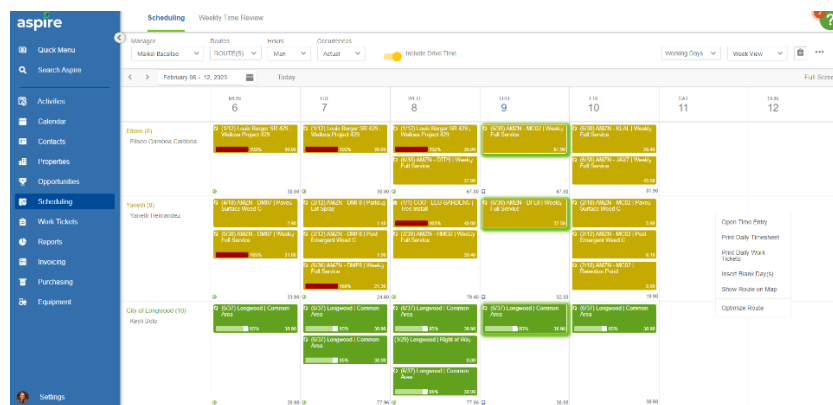
Web-Based Dispatch and Tracking Tools.

Aspire Landscaping

Aero Groundtek uses state of the art web-based system for dispatch and routing of crew member. Aspire Landscaping, the web-based system we employ, allows Aero Groundtek to maximize productivity across all contracts and locations.

Accurate Scheduling:

Aspire Landscaping helps maintain scheduling for all Aero Groundtek Crews. Aero Groundtek currently holds multiple large contracts and having a clear schedule for dispatch allows us to better services all our clients. See the image below to view a sample dispatch schedule.



Accurate Crew Tracking:

Aero Groundtek LLC has nearly 250 employees. With such a large number of employees it is important to track the locations of our crews, and how long they are on each site. Aspire allows us to track when work has been completed on each site.

Scheduling									
Time Entry 2/8/2023 Yaneth									
START END HOURS LUNCH COMPLETED LABOR RATE PAY CODE									
Clock Time									
Clock 1	06:30	17:15	10.75	0.50				10.25	0
Clock 2	06:30	17:15	10.75	0.50				0	10.25
Clocked								10.25	10.25
Direct Job Time									
000 - LEU GARDENS - Tree Install - 155101			10.75					10.25	10.25
AMZN - HMO2 - Weekly Full Service - 135469			0.00					10.25	10.25

Aero Groundtek makes it a point to use technology to better services our clients. Aspire landscaping makes life easier for us by allowing us to view schedules in real time, communicate about jobs, and identify any issues that may arise. This translates to better service for our clients.



Equipment available for use (1 of 2):

VEHICLES	
2021 FRHT SWEEPER (Box)	DLR LIC# V110053501
2021 FRHT SWEEPER	1FVACXFE0MHMF9916
2021 FRHT SWEEPER	1FVACXFE0MHMF9910
2021 FRHT SWEEPER	1FVACXFE0MHML6589
2021 FRHT SWEEPER	1FVACXFE7MHML6590
2020 RAM 2500	3C6UR5CJ1JL283329
2020 RAM 2500	3C6UR5HJ0LJ310268
2020 Chevy 5500XD LCF DIESEL	JALEEJ16XL7302020
2020 2500 Tradesman 4x4 Regular Cab 6	3C6UR5HJ6LJ276126
2020 2500 Tradesman 4x4 Regular Cab 6	3C6MR5AJ2LG114956
2020 2500 Tradesman 4x4 Regular Cab 6	3C6UR5HJ0LJ276123
2018 HMDE TRAILER	NOVIN0201229656
2018 FORD 150	1FTFX1E58JKC00470
2018 ASPT ISUZU	FLA102492
2017 NISSAN VERSA	3N1CN7AP5HL892850
2017 FORD F150	1FTFW1EF3HFB27258
2016 VERMEER CHIP	1VRY11194G1023871
2016 TOYOTA TUNDRA(CHARLES)	5TFRM5F12GX095834
2016 JEEP COMPASS	1C4NCEA5GD636485
2016 FRHT M2 SWEEPER	1FVACXCY7GHHL4949
2016 FORD T250 VAN	1FTYR1ZMIGKA46522
2015 NISSAN VERSA	3N1CN7AP1FL955214
2015 NISSAN VERSA	3N1CN7AP4FL955515
2014 ISUZU NPR	54DC4W1B5ES805195
2014 FRHT SWEEPER	1FVACXCY2FHGR1927
2014 ASPT trailer for bobcat	FLT5021AE
2013 ISUZU NPR	54DC4W1B2DS800700
2013 FORD PICK UP	1FTFW1ETXDKF33260
2013 FORD F150	1FTFW1ETPKDF33249
2013 FORD E150 VAN	1FTNE1EW4DDA16386
2013 ASPT 5TH WHEEL TRAILER	FLT5015AE
2013 ASPT 5TH WHEEL TRAILER	FLT5016AE
2012 irr van	1FTNE2EL0DDA47694
2012 HM ONE AXLE TRAILER	NOVIN0200973223
2011 TOYOTA TUNDRA	5TFRM5F15BX032364
2011 HMDE TRAILER	NOVIN0200930797
2011 HMDE TRAILER	NOVIN0200930798
2010 TOYOTA TACOMA	5TETU4GNXAZ678850
2010 JEEP PATRIOT	1J4NT2GBXAD516936
2009 FORD RANGER	1FTYR10DX9PA03784
2009 FORD RANGER	1FTYR14DX9PA51344
2008 HONDA RIDGELINE	2HJYK16398H506773
2007 ISUZU HPR	JALE5B16977900143
2007 HOMEMADE 5TH WHEEL	FLT5012YY
2007 HOMEMADE 5TH WHEEL	FLT5011YY
2007 HOMEMADE 5TH WHEEL	FLT5005ZZ
2007 GMC PICK UP	2GTEC13V071162784
2007 FORD RANGER	1FTYR14U97PA73610
2007 FORD F150	1FTFRF12247KD58968
2007 CUSTOM TRAILER	NOVIN0200659144
2006 ISUZU NPR	JALC4B16467002994
2006 HM DUAL AXLE	NOVIN0200575440
2006 FORD F150	1FTFRF12216NA89812
2006 ASPT DUMP TRAILER	FLT5007XX
2005 ISUZU NPR	JALC4B16457002623
2005 ISUZU NPR	J8DB4B16057004204
2005 ISUZU NPR	JALC4B16157009142
2005 ISUZU NPR	JALC4B16X57013447
2005 ISUZU NPR	JALC4B16357017243
2005 ISUZU NPR	JALC4B16557014313
2005 ISUZU	JALB4B16657001498
2005 ISUZU	JALC4B16557014537
2005 ISUZU	JALB4B16X57001567
2005 ISUZU	JALB4B16257015690
2005 HM 16' DUAL AXLE TRAILER	NOVIN0200454895
2005 HM 10' SINGLE AXLE	NOVIN 2004544352
2005 FORD F250	1FTSX20P95ED12311
2005 F350 MULT PURPOSE DUMP	1FDWF36P85EB08158
2005 ASTRO VAN	1GCDM19X258124407
2005 HM 5TH WHEEL	FLT5001UU
2004 ISUZU NPR	JALB4B14847000172
2004 ISUZU	JALB4B14647012241
2004 FORD F350 PU	1FTSW30L44EC92795
2004 FORD F350 PU	1FTSW30L64EC92796
2004 FORD F250	1FTNF20P24ED21916
2003 ISUZU NPR	JALB4B14X37010443
2003 ISUZU NPR	JALC4B14437012502
2003 CHEVY SILVERADO	2GCEC19V331129828
2002 ISUZU NQR	JALE5B14527900986
2001 HM SINGLE AXLE	NOVIN0200190076
2001 HM 5TH WHL TRLER	FLT5008TT
2001 FORD VAN	1FTSS34FO1HA10081
2001 FORD F650	3FDNX65Y01MA16888
2000 ISUZU CREW TRUCK	JALB4B149Y7002566
2000 FRHT FL70 SWEEPER	1FV6HJBA1HG76822
1995 FORD F-800	1FDXF80CXSV42702
1994 TRAILBOS TRANS	1T9DP3029R1118095
1984 INTERNATIONAL DUMP	1HTLKTVR7EHA60047
16' HM DUAL AXLE	NOVIN0200430522
16 X 8 HM DUAL AXLE TRAILER	NOVIN0201049629
10' HM SINGLE AXLE	NOVIN0200430523
5TH WHEEL TRAILER	FLT5001AE
HM 16ft dual axle	NOVIN0200970152
HM 12 ft single axle	NOVIN0201056856

EQUIPMENT	
HOME MADE	54" MOWER DBLE DECK
HOME MADE	54" MOWER DBLE DECK
CASE	W-20 LOADER
TCM	820 LOADER
JOHN DEERE	HX-15 BATWING
BILLY GOAT	BLOWER
WALKER	WALKER MOWER
WALKER	WALKER MOWER
LESCO	WALKBEHIND
LESCO	WALKBEHIND
RHINO	13" FLEX MOWER
RHINO	13" FLEX MOWER
WALKER FRAME	GTPRO WEED SPRAYER
WALKER FRAME	IBEX SPREADER/SPRAYER
JOHN DEERE	HX15 BATWING
JOHN DEERE	HX15 BATWING
WALKER	TRASHER- FROM ALBERT
JOHN DEERE	997 MID Z TRAC 60" RD MOWER
JOHN DEERE	997 MID Z TRAC 60" RD MOWER
JOHN DEERE	7H17 48" HYDRO CWB MOWER
JOHN DEERE	997 60" ZTR MOWER
LESCO	52" WALK BEHIND MOWER
LESCO RHINO	60" HOMEMADE SLOPE MOWER
JOHN DEERE	4X2 "TS" GATOR
JOHN DEERE	2520 TRACTOR w TURF TIRE
JOHN DEERE	72" MID MOWER attached to 2520
JOHN DEERE	72" MID MOWER attached to 2520
JOHN DEERE	997 MOWER 60" REAR DISCHARGE
HOSH12AKI	ICE MACHINE
BROWN	TREE CUTTER ATTACHMENT
WALKER	20HP WALKER TRASHER
CUB CADET	WALKBEHIND MOWER
TORO	WALKBEHIND MOWER
JOHN DEERE	997 MID Z TREAC 60" REAR
JOHN DEERE	997 MID Z TREAC 60" REAR
JOHN DEERE	997 MID Z TREAC 60" REAR
JOHN DEERE	997 MID Z TREAC 60" REAR
JOHN DEERE	HPX 4X4 GATOR UTILITY
ACCU-TURN	TIRE MOUNTER MODEL ACCU
JOHN DEERE	997 Z TRAK 60" REAR
AGRIMETAL	STRAW MULCHER ATTACHMENT
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
RYAN	SOD CUTTER
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
LESCO	FERTILIZER SPREADER
	CULTAVATOR
INGERSOLL RAND	14HP 30 GAL GAS TRUCK MT. COMPRESSOR
JOHN DEERE	997 Z TRAK 60" REAR
JOHN DEERE	997 Z TRAK 60" REAR
	3.5 GPM 4000 PSI PRESSURE WASHER
GT MANUFACTURING	WALKER TRASHER
GT MANUFACTURING	WALKER TRASHER
JOHN DEERE	997 60" REAR
JOHN DEERE	997 60" REAR
JOHN DEERE	HPX GAS GATOR
JOHN DEERE	997 60" REAR
TORO	22" PUSH MOWER
JOHN DEERE	GATOR 4X2
JOHN DEERE	GATOR 4X2
JARI MONARCH	SICKLE MOWER 7 HP
WALKER	GTM MANUFACTURED TRASHER
JOHN DEERE	GATOR
GT MANUFACTURING	GT PROMAX
HUSTLER	SZ 60" ZTURN
HUSTLER	KAW FX100 72" GRAM
	CUSTOM MADE CORE GRASS SHEAR
JOHN DEERE	GATOR
JOHN DEERE	648R MOWER
JOHN DEERE	648R MOWER
	PUSH MOWER
JOHN DEERE	4X2 TS GATOR
JOHN DEERE	3003R TRACTOR & LOADER ATTACHMENT
JOHN DEERE	2015 GATOR CX UTILITY
JOHN DEERE	JOHN DEERE Z970R Z TRAK
JOHN DEERE	JOHN DEERE Z970R Z TRAK
JOHN DEERE	JOHN DEERE Z970R Z TRAK
JOHN DEERE	JOHN DEERE Z970R Z TRAK
JOHN DEERE	WHP52A WALK BEHIND MOWER
JOHN DEERE	WHP52A WALK BEHIND MOWER
JOHN DEERE	1025R TRACTOR
JOHN DEERE	636M WALK/STAND BEHIND MOWER
JOHN DEERE	GAS GATOR
WALKER	CUSTOM WASTE AND SPRAY MACHINE
JOHN DEERE	6140M CAB TRACTOR
VERMEER	2016 VERMEER S800TX MINI SKID W/TRENCHER
GTPROMAX	GTPROMAX
JOHN DEERE	Z970R
JOHN DEERE	WHP52A WALK BEHIND MOWER
JOHN DEERE	6140 STANDARD CAB

EQUIPMENT	
BUFFALO	CYCLONE BLOWER
BUFFALO	CYCLONE BLOWER
JOHN DEERE	6140D TRACTOR
JOHN DEERE	1025 TRACTOR
BUFFALO	CYCLONE BLOWER
BOBCAT	EXCAVATOR M324
JOHN DEERE	2018 TS 4X2 GATOR
JOHN DEERE	2018 TS 4X2 GATOR
JOHN DEERE	2018 TS 4X2 GATOR
JOHN DEERE	2018 TS 4X2 GATOR
JOHN DEERE	2018 TS 4X2 GATOR
JOHN DEERE	2018 TS 4X2 GATOR
JOHN DEERE	2018 JD Z970R 72" GAS MOWER
JOHN DEERE	2017 JD Z970R 72" GAS MOWER
JOHN DEERE	2018 JD Z970R GAS MOWER
JOHN DEERE	2018 JD Z970R GAS MOWER
JOHN DEERE	2018 JD Z970R GAS MOWER
STIHL	BATTERY BUSH MOWER
JOHN DEERE	648R MOWER
JOHN DEERE	648R MOWER
JOHN DEERE	TS GATOR 4X2
BUFFALO	CYCLONE PTO BLOWER
JOHN DEERE	2018 JD Z970R
JOHN DEERE	2018 JD Z970R
JOHN DEERE	2018 JD Z970R
	BT BLOWER
JOHN DEERE	W48R WALK BEHIND MOWER
JOHN DEERE	6315E CAB TRACTOR
JOHN DEERE	HX15 BATWING 15
JOHN DEERE	HX15 BATWING 15
JOHN DEERE	6120E TRACTOR
JOHN DEERE	2019 JD HX15 ROT CUTTER 6 WHL
JOHN DEERE	6120 E TRACTOR
GARAGE-MATE	COMPRESSOR
INGERSOLL RAND	AIR COMPRESSOR
CRAFTSMAN	5000W GENERATOR
STIHL	MM56 CULTIVATOR
	START PURCHASE AFTER AERO GROUNDTEK
SIMPSON	3700psi PRESSURE WASHER
JOHN DEERE	GT7400A MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z970R MOWER
JOHN DEERE	Z960M
JOHN DEERE	Z960M
JOHN DEERE	Z960M
JOHN DEERE	Z960M
JOHN DEERE	Z960M
JOHN DEERE	8700 PRECISIONCUT
JOHN DEERE	8700 PRECISIONCUT
JOHN DEERE	1200A BUNKER RAKE
JOHN DEERE	1200A BUNKER RAKE

Equipment List (2 of 2)

MFR	CATEGORY	MODEL
STIHL	CHAIN SAW - POLE	HT1101
STIHL	HEDGE TRIMMER	HS81T 24"
STIHL	EDGER	FC90
STIHL	CHAIN SAW - POLE	HT1101
STIHL	CHAIN SAW	MS460
	BLOWER	BG86
STIHL	HEDGE TRIMMER	HS81T 24"
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	BLOWER	BR600 MAGNUM
STIHL	BLOWER	BR600 MAGNUM
STIHL	EDGER	FC90
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	EDGER	FC90
STIHL	BLOWER	BR600
STIHL	STRING TRIMMER	F5110R
STIHL	EDGER	FC90
STIHL	STRING TRIMMER	F5110R
STIHL	BACKPACK BLOWER	BR600
STIHL	HEDGE TRIMMER	HS81T 24"
STIHL	HEDGE TRIMMER	HS81T 24"
STIHL	HEDGE TRIMMER	HL 100K 135
STIHL	HEDGE TRIMMER	HL 100K
STIHL	BLOWER	BR600 MAG
STIHL	BLOWER	BR600 MAG
STIHL	BLOWER	BR600 MAG
STIHL	BLOWER	BR600 MAG
STIHL	BLOWER	BR600 MAG
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	BLOWER	BR600
STIHL	EDGER	FC110
STIHL	BLOWER	BR600MAG
STIHL	BLOWER	BR600MAG
STIHL	STRING TRIMMER	F5110R
STIHL	BLOWER	BG86
STIHL	EDGER	FC110
STIHL	EDGER	FC90
STIHL	HEDGE TRIMMER - POLE	HL100K-135
STIHL	STRING TRIMMER	F5130R
STIHL	BLOWER	BG86
STIHL	BLOWER	BG86
STIHL	STRINGSAW - COMBO	KM110R
STIHL	BLOWER	BG86
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	EDGER	FC110
STIHL	EDGER	FC110
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	CHAIN SAW	MS201T-16
STIHL	CHAIN SAW	MS201T-16
STIHL	BLOWER	BR-600
STIHL	BLOWER	BR-600
STIHL	BLOWER	BR-600
STIHL	BLOWER	BR-601
STIHL	BLOWER	BR-603
STIHL	BLOWER	BR-606
STIHL	BLOWER	BR-607
STIHL	BLOWER	BR-608
STIHL	BLOWER	BR-612
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	STRING TRIMMER	F5110R
STIHL	HEDGE TRIMMER	HL100K135
STIHL	HEDGE TRIMMER	HL100K135
STIHL	HEDGE TRIMMER	HL100K135
STIHL	HEDGE TRIMMER	HL100K135
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	EDGER	FC90
STIHL	CHAIN SAW	MS201T-12
STIHL	STRING TRIMMER	F5130R
STIHL	STRING TRIMMER	F5130R
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	HEDGE TRIMMER	HS81T-24
STIHL	CHAIN SAW	MS290-18
STIHL	EDGER	FC90
STIHL	EDGER	FC91
STIHL	EDGER	FC92
STIHL	EDGER	FC93
STIHL	EDGER	FC94
STIHL	STRING TRIMMER	F5130R
STIHL	STRING TRIMMER	F5130R
STIHL	STRING TRIMMER	F5130R
STIHL	STRING TRIMMER	F5130R
STIHL	BLOWER	BR600MAG
STIHL	STRING TRIMMER	F5130R
STIHL	BLOWER	BR600MAG
STIHL	BLOWER	BR600MAG
STIHL	EDGER	FC90
STIHL	STRING TRIMMER	FC90

MFR	CATEGORY	MODEL
STIHL	STRING TRIMMER	FC90
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	HEDGE TRIMMER	HS811-24
STIHL	HEDGE TRIMMER	HS811-24
STIHL	HEDGE TRIMMER	HS811-24
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BG68Z
STIHL	BLOWER	BG68Z
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	BLOWER	BG68Z
STIHL	BLOWER	BG68Z
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	HEDGE TRIMMER	HL100K-135
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
HUSQVARNA	CONCRETE CUT OFF SAW	K760
STIHL	EDGER	FC90
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	HEDGE TRIMMER	HL100K 135
STIHL	HEDGE TRIMMER	HL100K 135
STIHL	HEDGE TRIMMER	HL100K 135
STIHL	HEDGE TRIMMER	HL100K 135
STIHL	HEDGE TRIMMER	HL100 135
STIHL	HEDGE TRIMMER	HL100 135
STIHL	HEDGE TRIMMER	HL100 135
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS250R
STIHL	STRING TRIMMER	FS250R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	POLE SAW	ht101 12
STIHL	MISC/OTHER	POLE SAW
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	BLOWER	BR600
STIHL	BLOWER	BR600
STIHL	CHAIN SAW	MS261
STIHL	BLOWER	BR600
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS130R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	STRING TRIMMER	FS240R
STIHL	CHAIN SAW	MS193T
STIHL	CHAIN SAW	MS271
STIHL	CHAIN SAW	MS250KIT
STIHL	CHAIN SAW	MS193T14
STIHL	AUGER	BT130
STIHL	AUGER	BT45EAD
STIHL	POLE SAW	HT250
STIHL	STRING TRIMMER	FS131R
STIHL	STRING TRIMMER	FS131R
STIHL	EDGER	FC91
STIHL	STRING TRIMMER	FS131R
STIHL	STRING TRIMMER	FS131R
STIHL	STRING TRIMMER	FS131R
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	CHAIN SAW	MS201TCM14
STIHL	TRIMMER	FS131R
STIHL	TRIMMER	FS131R
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	EDGER	FC91
STIHL	CHAINSAW	MS201TCM14
STIHL	CHAINSAW	MS250KIT
STIHL	HEDGE TRIMMER	HS82T 30

[illegible]



Team members at Aero Groundtek hold the following credentials:

- **Pest Control Operators License**
- **GI-BMP Certification (Green Industries Best Management Practices)**
- **Limited Urban Fertilizer Certification**
- **Advanced MOT**
- **FNGLA Certified Landscape Contractors**
- **FNGLA Certified Landscape Maintenance Technician**
- **Certified Arborist**
- **Industry Trained Climbers, Cutters and Groundsmen**
- **Licensed as a Dealer in Agriculture Products**
- **Right of Way, Aquatic and Natural Areas Pesticide Application License**
- **Traffic Control Supervision License**
- **Orange County Irrigation License**
- **Florida Irrigation Society Certification**
- **Certified Back-flow Tester/Repair Certification**
- **Accredited Welders and Accredited Mechanics**

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AEROOPE-01

MSEPANSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Daniel R. Gunter PHONE (A/C, No, Ext): (312) 239-2890 FAX (A/C, No): (312) 263-1551 E-MAIL ADDRESS: dgunter@thompsonflanagan.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Aero Groundtek, LLC 858 Maguire Rd Ocoee, FL 34761	INSURER A: Greenwich Insurance Company 22322	
	INSURER B: XL Insurance America, Inc. 24554	
	INSURER C: Admiral Insurance Company 24856	
	INSURER D: Everest National Insurance Company 10120	
	INSURER E: XL Specialty Insurance Company 37885	
INSURER F:		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		NGL-1003417-01	4/3/2021	4/3/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		NBA-1003418-01	4/3/2021	4/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			BEX09604379-00	4/3/2021	4/3/2022	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SW8WC00198-211	4/3/2021	4/3/2022	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Contractors Equip			UM00084525MA21A	4/3/2021	4/3/2022	Limit 1,575,896
E	Rented/Leased Equip			UM00084525MA21A	4/3/2021	4/3/2022	Limit 270,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carbin S. Flanagan



ADDITIONAL REMARKS SCHEDULE

AGENCY Thompson Flanagan Executive Liability Group		NAMED INSURED Aero Groundtek, LLC 858 Maguire Rd Ocoee, FL 34761
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Pollution Liability
Policy #G71801226 002 Effective 4/15/2021 - 4/15/2022
Westchester Surplus Lines Insurance Co.
Pollution Liability - Policy Aggregate \$4M; Contractors
Pollution Liability \$2M, Deductible \$5,000 each Pollution Condition

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AERO GROUNDTEK LLC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 858 MAGUIRE RD	Requester's name and address (optional)
6 City, state, and ZIP code OCOE, FL 34761	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
8	4	-	4	9	1	8	5	1	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Claudia Pacheco</i>	Date ► 8/9/21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Summary of Corporate Profile

Over 30 years ago, Groundtek of Central Florida, Inc. was created as family owned, full-service landscaping company. The Firm proceeded to service institutional and commercial clients until 2020 when it caught the eye of a larger facilities management group looking for reputable Florida landscape companies. In April of 2020 Groundtek officially became Aero Groundtek, a subsidiary Outworx Group. Around the same time, the Shepard's Landscaping was also acquired by Outworx.

Today Aero Groundtek LLC is able to bring the same local expertise, talent and services backed by larger resources and support.



Conclusion

On Behalf of Aero Groundtek LLC and all its employees let me thank you for the opportunity to bid on RFP #2023-04: Mowing and Landscape Maintenance Services. We look forward to doing business with you. If you need any further assistance with this project, please do not hesitate to contact our Lead Estimator, Luke Blackson. He can be reached on his direct line at 352-286-3521. Or his email is lblackson@groundtek.com

Sincerely:

Luke Blackson

Lead Estimator

Aero Groundtek LLC

CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between "CITY" of Wildwood (hereafter referred to as "CITY"), whose address is 100 N Main Street, Wildwood, Florida 34785, and **Aero Groundtech, LLC**. (hereafter referred to as "Contractor"), whose address is **858 McGuire Road Ocoee, FL. 34761**

WHEREAS, the "CITY" has need of professional services for Mowing and Landscape Maintenance Services.

WHEREAS the parties desire to enter into a written agreement outlining the duties, responsibilities, and compensation of Contractor, based on the Contractor's response to **RFP # 2023-04 Request for Proposals for Mowing and Landscape Maintenance Services**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Contractor to the "CITY" will be that of a professional contractor to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Contractor's profession, and Contractor will endeavor to provide to the "CITY" prompt and efficient services to the best of its ability.
2. Contractor is hereby retained and employed as the Services Contractor and will work with the "CITY" to provide said services in accordance with the scope of services outlined in RFP # 2023-04.
3. Contractor agrees to prepare and complete a report to the "CITY", detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present the deliverables in person for review by staff or for discussion at a scheduled "CITY" Commission meeting.
4. The term of this Agreement shall commence on **March 20, 2023** and continue in full force through **March 19, 2026**, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one-year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Contractor, Contractor shall furnish to the "CITY" invoice detailing all of Contractor's services, expenses, and any other services utilized by the "CITY". Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Contractor shall be paid pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the "CITY" pursuant to this Agreement are and remain the property of the "CITY" as instruments of service.
- b. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Contractor shall be made available to the "CITY" upon request and shall be considered public records, pursuant to F.S. 119.0701.
- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The "CITY" shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 2023-04 naming "CITY" as an additional insured in each such policy.
- f. Upon Contractor's written request, the "CITY" will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and "CITY" mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The "CITY" and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the "CITY" nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the "CITY" which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the "CITY" on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the "CITY", serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between "CITY" and Contractor and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. "VENDOR"'s RFP Documents
- c. Permits / Licenses
- d. All RFP Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued
- f. Services hourly rates, as attached to this contract.

10. The Contractor agrees to indemnify and hold harmless the "CITY" of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

11. Contractor, its agents, servants, or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the "CITY" and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the "CITY", except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the "CITY" and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the "CITY".

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the "CITY" in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Contractor shall comply with all federal, state, and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. Contractor shall immediately notify "CITY" in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the "CITY".

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE CITY

Name: Mr. Jason McHugh

Address: 100 N Main Street, Wildwood, FL 34785

Title: City Manager

Date: _____

FOR THE CONTRACTOR

Name:  Jason Shear

Address: 858 Maguire Road, Ocoee, FL 34761

Title: SVP

Date: 3/6/2023

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

"CITY" OF WILDWOOD

By: _____

By: Ed Wolf, Mayor

Date Signed: _____

ATTEST:



Contractor

Aero Groundtek, LLC

By: _____

By: Jason Shear

Date Signed: 3/6/2023

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Highway Maintenance Memorandum of Agreement Amendment #1

REQUESTED ACTION: Staff Recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT: Funding for the maintenance is allocated in 001-541- 30-3440.

HISTORY/FACTS/ISSUES:

The City previously entered into a Highway Maintenance Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) which provided the City authority to maintain certain sections of SR 35 (US 301) to improve the level of service (LOS) of the Right of Way (ROW) landscape. The City Administration has requested a modification to the existing agreement to expand the area of maintenance that will include the ROW of SR 35 (US 301) from the Florida Turnpike to CR 204 with the exclusion of the CSX bridge and approaches. The modification adds the additional section of SR 35 (US 301) from the northern CSX crossing to CR 214. Amendment #1 of the MOA provides for the updated project limits and the additional funding associated with FDOT's compensation rate.

**HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT
AMENDMENT #1**

This Amendment, entered this ____ day of _____ 2023, by and between the Florida Department of Transportation (**DEPARTMENT**) and the City of Wildwood (**AGENCY**).

RECITALS

WHEREAS, the **DEPARTMENT** and the **AGENCY** entered into a Highway Maintenance Memorandum of Agreement (**MOA**) dated June 16, 2022, that pertains to the performance of maintenance activities on state roads within the **AGENCY's** City limits;

WHEREAS, certain Provisions of the **MOA** require a modification in order to obtain the intended results;

WHEREAS, both Parties agree that the revisions would enhance the aesthetic value to the maintained locations and provide a public benefit;

WHEREAS, the **MOA** requires the **DEPARTMENT** and **AGENCY** to agree to such revisions in writing;

NOW THEREFORE, for and in consideration of mutual benefit to flow to each other, the Parties covenant and agree as follows:

PROVISIONS

- 1) EXHIBIT "B" of the original Agreement is revised to include an additional section of SR 35 (attached).
- 2) Quarterly payments are increased from \$4,202.25 to \$4,747.50 for the remainder of the Agreement Term.
- 3) The revisions shall be effective upon final execution of this Amendment.
- 4) Except as hereby modified, amended, or changed, all of the terms and conditions of the **MOA** remain in full force and effect, to include all maintenance obligations set forth in said **MOA**, which shall apply to all additional activities described and referenced herein.

CITY OF WILDWOOD

By: _____

Ed Wolf, Mayor

Attest: _____

Susan Patterson, City Clerk

Legal Approval: _____

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Ron J. Meade, P.E., District Maintenance Engineer

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager

Legal Approval: _____

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
18010	35	From Turnpike (MP 21.694) to Roadway Realignment (MP 24.055)	2.361 mi.
18010	35	From Roadway Realignment (MP 24.526) to CR 204 (MP 28.739) (CSX RR Bridge and approaches are not included)	4.213 mi.

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: ASP18-R0

FINANCIAL PROJECT NO.: 427194-1-78-03

This AGREEMENT, entered this 16th day of June, 2022, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Wildwood, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 2022-2 dated the 10th day of January, 2022 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)" - The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$4,202.25 per quarter, equating to \$16,809.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Rebecca Vigor. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Project Manager

Name: Rebecca Vigor

Address: 1405 Thomas St. Leesburg, FL

Telephone: 352-326-7740

Email: rebecca.vigor@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Director of Maintenance

Name: Jeremy Hockenberry

Address: 743 Huey Street Wildwood, FL 34785

Telephone: 352-330-1343

Email: jhockenbury@wildwood-fl.gov

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: Ed Wolff
Ed Wolff Mayor
Printed Name & Title

Attest: Susan Patterson
Susan Patterson - City Clerk
Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: DocuSigned by: Ron Meade
5B07E408C380427...
Ron Meade, P.E. District Maintenance Engineer
Printed Name & Title

Attest: DocuSigned by: tina carroll
3DF580608F6840A...
Tina Carroll, Administrative Manager
Printed Name & Title

Legal Approval: DocuSigned by: Ryan Maffei
A5148259631D422...

EXHIBIT A

Resolution, following on next page.

RESOLUTION NO. R2022-2

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA ADOPTING THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT; AUTHORIZING THE MAYOR AND CITY MANAGER AS AUTHORIZED SIGNATORIES; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Florida Department of Transportation (FDOT) has constructed roadway, roadside areas, and medians on part of the State of Florida Highway System within the limits of the City of Wildwood; and,

Whereas, the City acknowledges that there is a mutual benefit in effectively maintaining these areas; and,

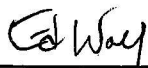
Whereas, the City designates the Mayor and City Manager as authorized signatories for the attached FDOT Highway Maintenance Memorandum of Agreement (MOA).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA THAT:

Section 1: The City Commission acknowledges and adopts the attached FDOT Highway Maintenance MOA.

Section 2: This resolution shall take effect upon its adoption by the City Commission.

PASSED AND DULY ADOPTED by the City Commission of the City of Wildwood, Florida, this 10th day of January, 2022.



Ed Wolf, Mayor

ATTEST:



Susan Patterson, City Clerk

PROJECT LIMITS:

Page 350 of 378

EXHIBIT C**MAINTENANCE ACTIVITIES:****(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)**

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☐	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☒	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☐	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☐	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
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**CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY**

SUBJECT: Local Infrastructure Projects Update

REQUESTED ACTION: For Information Only

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached update from the City Manager.

Local Infrastructure Projects
Construction Update
March 9, 2023

Updates Shown in Red

1. City Water Projects

- a. *CR 209 Water Main Extension – Phase 1 (SR 44 to CR 44A)*
 - i. Bid awarded to Hartman Civil for \$1,347,788
 - ii. Change Order No. 2 (Deduct and contract extension) approved at the October 24, 2022 Commission meeting
 - iii. Pay App No. 6 in the amount of \$207,096.89 approved at the February 13, 2023 Commission meeting
 - iv. Contractor currently installing pipe along CR 44A
 - v. **Construction progress – 85%**
- b. *Ashley Well and Water Use Permit Modification*
 - i. Permitting:
 - a. Water Use Permit modification received
 - ii. Well Construction:
 - a. Awarded to Citrus Well Drilling
 - b. Coordination schedule with contractor now that WUP received
 - c. Owner-Direct purchasing of equipment
 - i. Purchase of Fairbanks pump approved the August 8, 2022 Commission agenda; awaiting delivery of the pump
- c. *Coleman WTP- Iron Filtration and High Service Pump Upgrades*
 - i. Construction Plans for iron filtration, electrical upgrades, and pump upgrades completed
 - a. Awaiting recommendation from KHA to move forward with iron filtration component of the project once water sampling is complete (**overdue; promised for Week of 3/20**)

2. City Wastewater Projects

- a. *Wastewater Treatment Facility Renewal and Expansion Activities*
 - i. Expansion to 6 MGD
 - a. City approved the CPH Conceptual Design Report on October 10, 2022
 - b. Contract with CPH for planning, design and permitting activities for the 6.0 MGD expansion approved.
 - c. **Contract with PC Construction approved at the March 6th Special Called Meeting**

- d. Phase 1A (hydraulic bypass) improvements underway
 - e. Meeting scheduled for Thursday March 9th to discuss equipment and latest flow projections
- b. *Millennium Park Reclaimed Water Line Extension (St. Claire Improvements)*
 - i. \$100,000 appropriation awarded in state FY 20 budget
 - a. Grant Agreement with FDEP approved
 - i. Negotiating modification to agreement to modify scope and timeframe
 - ii. Commission approval forthcoming
 - ii. Pump Station design at RIBS site – 80% complete
 - a. Waiting on final electrical plans
 - iii. Reclaimed line design – 60% complete
 - a. Coordinating route and tie-in to Millennium Park with CPH and city roadway projects (Broken Oak and St. Claire street)
 - b. Critical easement needed between C-466A and Broken Oak Drive; awaiting confirmation from Church property
 - iv. Coordinating project phasing for bidding purposes
 - v. St. Claire roadway improvements including in the project; may include portion of Broken Oak depending upon route)
 - vi. Project identified for American Rescue Plan funds
 - a. ARP Agreement with FDEM (\$3.6 million) approved at the August 23, 2021 Commission meeting
 - i. City has received both installments
- c. *SR 44 Forcemain – Decommissioning of the Continental Country Club WWTF*
 - i. Buena Vista Boulevard Forcemain (South of SR 44)
 - a. Included in the Sumter County roadway project for \$307,970
 - b. Contractor – Watson Civil
 - c. Construction complete
 - d. Awaiting request for payment from Sumter County
 - ii. Buena Vista Boulevard Lift Station
 - a. Project awarded to Marion Rock of \$519,954
 - b. Substantial Completion: January 13, 2023
 - c. Final Completion: January 27, 2023
 - d. Electrical equipment delivery pushed back until February (pump control panel, generator, automatic transfer switch, 400 amp disconnect)
 - e. Contract amendment needed to rectify construction schedule
 - f. Pay App No.8 in the amount of \$58,016.47 approved at the February 13, 2023 City Commission meeting
 - iii. West SR 44 Component and CCC Lift Station conversion:
 - a. Design 95% complete; bidding by the end of the month
 - b. Bid set plans complete; finalizing bid documents
 - c. FDEP permit received; FDOT permit forthcoming

- d. Need to finalize easement with The Villages® before FDEP approval can be granted

3. City Projects (Other)

- a. *Millennium Park Phase 1 and II*
 - i. CPH finalizing construction documents and permitting
 - ii. 90% documents being prepared
 - iii. Construction scheduled to begin after Happy Birthday America event on July 3rd
 - iv. Coordination with Parkview for Stormwater/Reuse pond:
 - a. Joint pond under construction
 - b. Reimbursement reconciliation with developer approved at the February 13, 2023 City Commission meeting
- b. *Dr. Martin Luther King Jr. Park Improvements*
 - i. Splash Pad
 - a. Contractor to rectify minor deficiencies
 - b. Ribbon cutting event coming tentatively scheduled for April 15th
 - ii. Recreation and Outreach Center
 - a. Contract with Ohlson Lavoie Corporation (OLC) approved
 - b. Programming meeting scheduled for March 13th
 - c. Concession Stand
 - i. Coordinating additional electrical and plumbing work needed for permitting
 - ii. Anticipated completion delayed until April
- c. *Downtown Master Plan Related*
 - i. Commission approved the Downtown Master Plan on November 15, 2021
 - a. CSX property acquisition (Ayres)
 - i. Coordination ongoing
 - ii. Acquisition of “Y” property looks promising
 - iii. CSX coordination needed
 - b. US 301 Linear Park (Ayres)
 - i. Workshop with City Commission on 10/31/2022 provided positive feedback on the design
 - ii. Coordinating with CSX and legal on easement language
 - iii. Reviewing OPC provided by Ayres
 - iv. Project on hold – City Attorney to review existing land lease agreement between City and CSX (modifications needed)
 - c. Coordination with Ayres and Tangent Media to implement branding concepts

- i. Workshop with City Commission on 10/31/2022 provided positive feedback
 - ii. Downtown Website with dashboard being produced; information forwarded to Tangent Media for upload
- d. Coordinating with FDOT on Complete Streets Project
 - i. Development Services Department working directly with FDOT on Complete Street application
 - i. Tentatively included in FDOT's 5 Year Work Plan
 - ii. Project may require a 50% match
- e. Main Street Buildings
 - i. MOU with G3 Development Approved.
 - ii. Commission authorized contract negotiations based on presentation to City Commission on 10/31/2022
 - iii. Currently reviewing "Comprehensive Agreement" pursuant to F.S. 255
 - iv. Contract documents in QC; Special Called meeting scheduled for March 20th for Commission approval

~~d. Baker House Improvements~~

- ~~i. Commission selected bathroom design~~
- ~~ii. Bathrooms delivered and installed~~
- ~~iii. COMPLETE~~

e. *Municipal Services Complex (Old North Sumter Primary School)*

- i. Interior, Exterior, and Site Improvements
 - a. CMAR (Scorpio)
 - i. GMP - \$3,855,341.11
 - ii. Pay App No. 18 in the amount of \$132,401.50 approved at the November 14, 2022 Commission meeting
 - iii. Project is substantially complete
 - i. Punchlist populated; all but 8 have been addressed
 - iv. Ribbon cutting event/open house being scheduled

4. City Road and Drainage Projects

- a. FY 23 Pavement Activities
 - i. Commission approved FY 23 pavement activities
 - ii. Rejuvenation activities within The Villages will occur in the summer
- b. Oak Grove Village Drainage Improvement
 - i. Property acquired to facilitate drainage project
 - ii. Waiting for contractor to remove trailer from property

iii. Coordinating with surveyor and Geotech once trailer is removed

c. *Signature Drive and Clay Drain Road*

- i. PES adopted by the City Commission on October 11, 2021
- ii. Design activities underway
- iii. Notice to property owners sent out
- iv. Additional groundwater sampling needed. Kimley-Horn coordinating and reviewing results

d. *Pleasantdale Drive Improvements (Road, Utilities, and Drainage)*

- i. KHA design contract approved at April 26, 2021 meeting
- ii. Design and permitting wrapping up
- iii. Easement received for stormwater pipe
- iv. Bids received; \$1.3 million apparent low bid. KHA award letter forthcoming

e. *Jackson Street (Utilities, Roadway, and Drainage)*

- i. KHA design work approved at the November 22, 2021 Commission meeting
- ii. Slip lining activities (sewer line) complete
- iii. Determining appropriate pavement design
- iv. Awaiting 90% design documents (May)

f. *Barwick Street Improvements:*

- i. KHA design contract approved at the April 26, 2021 Commission meeting
- ii. Design work underway
- iii. Property acquisition needed for stormwater ponds; coordination ongoing
- iv. KHA Work Authorization for geotechnical work on potential property scheduled for March 13th Commission meeting

g. *Huey Street Improvements(Utilities, Roadway, Drainage)*

- i. KHA design contract approved at the April 26, 2021 Commission meeting
- ii. Design underway
- iii. Coordinating construction schedule to begin the end of the school year
- iv. Added scope to KHA agreement to account for full depth reclamation construction and added pond locations
- v. Commission approved agreement with SCSB on 12/12/2022 for shared pond locations

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Request to Set Special Called Meeting for March 20, 2023, at 9am

REQUESTED ACTION: City Manager Recommends Approval

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City Manager requests a Special Called Commission Meeting be set for March 20, 2023, at 9am.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: HR Department Update

REQUESTED ACTION: For information only

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Attached is the HR Department Update presentation prepared by Director Melissa Tuck.

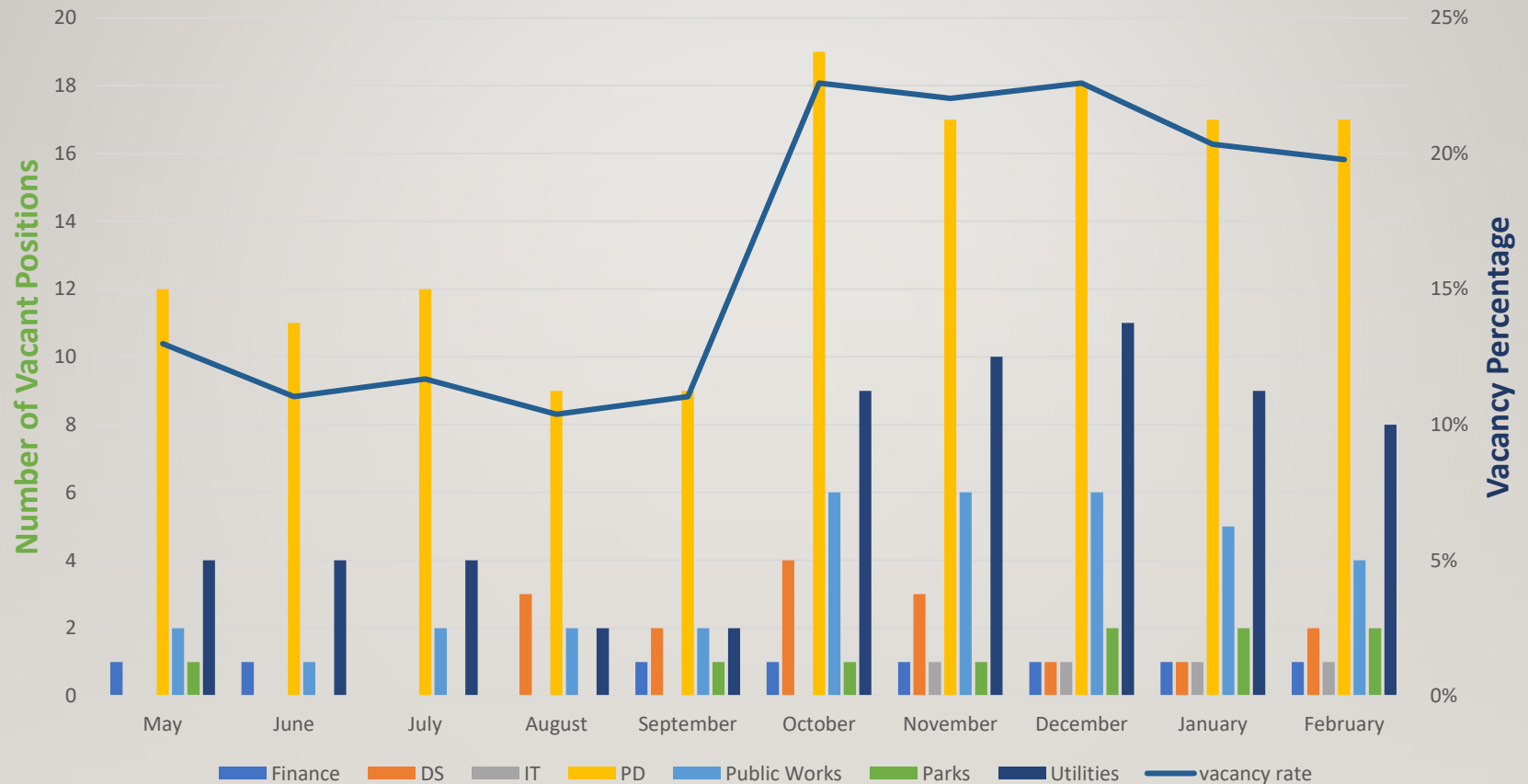


HUMAN RESOURCES - UPDATE

Strategic Plan Goal: Recruitment & Retention

Success Measure – Recruiting and Retention

May-February Vacancy Rates by Dept

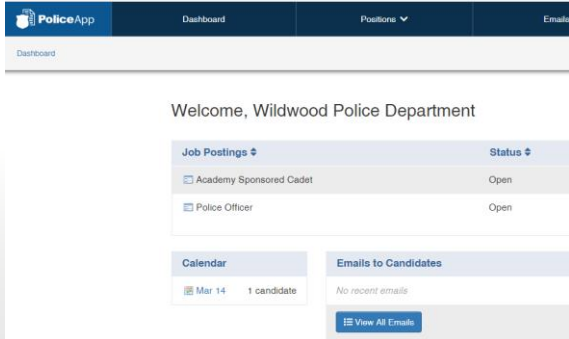


Additional Success Measures – Recruiting (excluding Police Department)

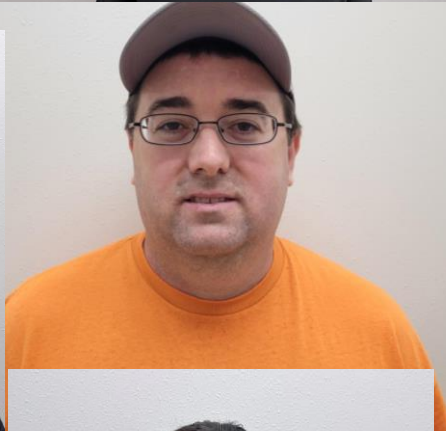
- 14,603 people clicked on one of our posted jobs
- Received 224 online applications, conducted 53 interviews
- Offers made = 28
- Offers accepted = 24
 - 16% were rehires
- Acceptance rate = 86%
- ✓ From Offer to Acceptance = average 16.56 hours
- ✓ From Acceptance to Start = average 20 days



NEW INITIATIVES - RECRUITING



Some of the new employees we've said Hello to (or Welcome Back)



And a few we said **Good-bye** ...



OTHER SUCCESS MEASURES

Since August 1, 2022:

- 14 employees have been promoted;
- 1 employee has moved up a Step

Pay changes:

- October 1 – 4% COLA
- January 1 - \$1.00 per hour increase

Salary and Classification study

- Commenced in January 2023 –
 - scheduled completion date early summer



EMPLOYEE ENGAGEMENT

PUMPKIN DECORATING COMPETITION



1st Place: Development Services

2nd Place: Parks & Rec



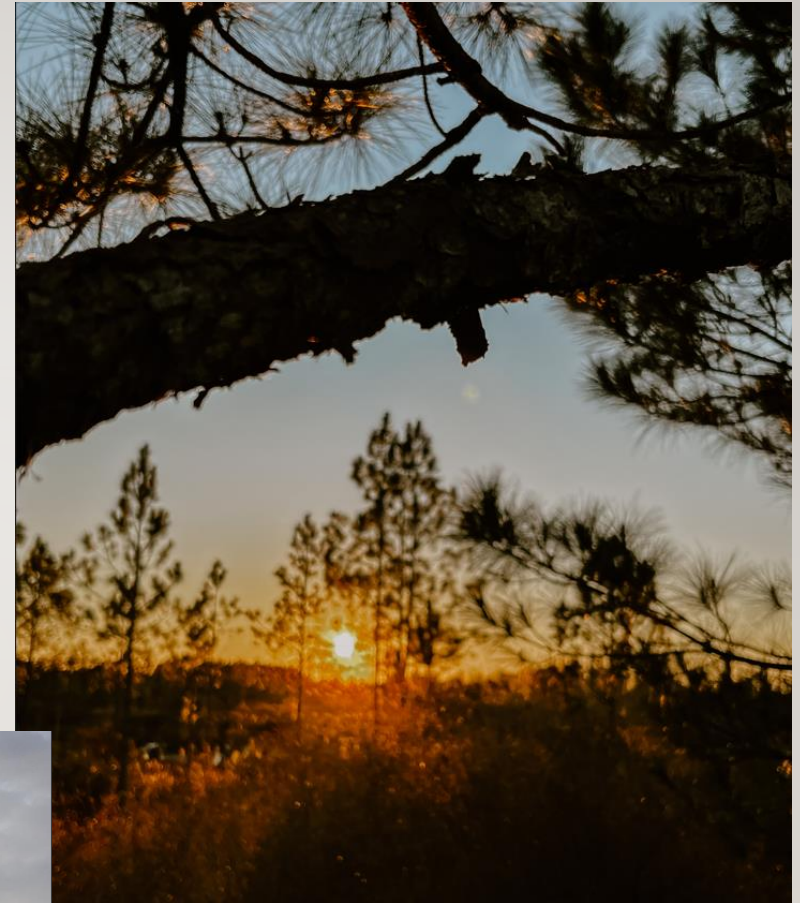
Employee Appreciation BBQ



Employee Photo Contest



Winner: Linda Piotrowicz, Executive



2nd Place Tie:

Derk Kruis, PW
Lindsey Riggs, DSD
Melissa Tuck, HR



“EAT YOUR HEART OUT” EMPLOYEE CHILI COOKOFF COMPETITION

1st Place



Steve Watson, Fleet

2nd Place



Randee Burch, Utilities

MARCH WELLNESS CHALLENGE

National Day Of
Unplugging



This month's challenge will be difficult so I hope you are up for it! March 3 is National Day of Unplugging and HR would like you to celebrate it. **Life – at its best, is happening right in front of you and its not on a cell phone screen.** Sometimes we forget how necessary it is to step back from our digital devices and actually perform the ancient art of observing the world and people around us. The statistics on digital usage are scary.

To complete this month's challenge, please:

1. Celebrate this holiday sometime in the next 2 weeks and go at least 12 hours without accessing your personal phone (if you go 24 hours you'll get extra credit!) – if you feel you would be too tempted, you are welcome to drop off your phone with HR where we will lock it away for the day.
2. Email Marc or I and let us know when you did it and what was one positive thing that came out of this experience.

Deadline for completing March's challenge is Friday March 17. Good luck!

UPCOMING ENGAGEMENT INITIATIVES

Implementation of Salary and Classification Study

Potential Implementation of insurance broker changes

CPR & First Aid Training

“Crockpot Cookoff” competition

Developing a strategic Onboarding Process

Continue to seek unconventional opportunities for recruiting

RFPs pending:

- Employee Benefit Broker services
- Work comp, liability and property insurance

Leadership Training

- Developing Workplace Culture
- The Exciting World of Insurance
- Intergenerational Communication

Monthly Wellness Challenges

Hurricane Ian & FEMA reimbursement

IMPORTANT HR INITIATIVES