



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

Special Meeting

March 20, 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. *GRANT OF EASEMENT FROM THE VILLAGES LAND OPERATING COMPANY, LLC TO THE CITY OF WILDWOOD*

3. Presentations and/or Proclamations

4. Public Hearings - Timed

- A. ***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.

- 5. Public Forum - 4 minute time limit**
- 6. Ordinances First Reading Only (No Vote)**
- 7. Resolutions for Approval**

- A. ***RESOLUTION NO. R2023-8 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA ADOPTING A POLICY ENTITLED "MEETING RULES AND ORDER" PURSUANT TO SECTION 3-8.1 OF THE CHARTER OF THE CITY OF WILDWOOD; PROVIDING FOR AN EFFECTIVE DATE.***

Meeting Rules and Procedures Policy

Staff recommends approval.

8. Financial & Contracts & Agreements

- A. ***AWARD THE FIREWORKS DISPLAY RFP TO ZAMBELLI FIREWORKS***
- B. ***CONTRACT DOCUMENTS WITH G3 DEVELOPMENT FOR DOWNTOWN REDEVELOPMENT***
- C. ***REIMBURSEMENT TO SUMTER COUNTY BOCC FOR THE CONSTRUCTION COSTS OF THE FORCE MAIN PORTION OF THE BUENA VISTA EXTENSION PROJECT IN THE AMOUNT OF \$300,270.00***

9. General Items for Consideration/Discussion and Other Business

10. Appointments

11. City Manager Reports

A. *FY 23-24 BUDGET CALENDAR*

12. Other Department Reports

13. Commission Members Reports

14. City Attorney Reports

15. Adjournment

Upcoming Events

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 Baseball Fields from
9am to 1pm

March 20, 2023 9:00 AM

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Grant of Easement from The Villages Land Operating Company, LLC to the City of Wildwood

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Staff hereby notifies the City Commission that The Villages Land Operating Company, LLC (VLC) has granted the City of Wildwood a non-exclusive easement for the construction, installation, operation, and maintenance of underground wastewater force main facilities for the Continental Country Club decommissioning project. The executed agreement, including a description and map of the dedicated property is described and attached hereto.



Office of General Counsel
Erick D. Langenbrunner, Esq.
(352) 753-6609

March 8, 2023

VIA HAND DELIVERY

Joshua E. Bills, Esq.
Hunt Law Firm, P.A.
601 S. 9th Street
Leesburg, Florida 34748

Re: Grant of Easement by The Villages Land Operating Company, LLC in favor of City
of Wildwood – Easement for Continental Country Club

Dear Josh:

Enclosed please find the original Grant of Easement executed on behalf of The Villages
Land Operating Company, LLC. Once the above has been executed on behalf of the City of
Wildwood and recorded in the public records, please return a recorded copy to me.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'E. Langenbrunner', written in a cursive style.

Erick D. Langenbrunner, Esq.

Enclosures

PREPARED BY/RETURN TO:
Ashley S. Hunt, Esq.
601 S. 9th Street
Leesburg, Florida 34748

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is made this ____ day of _____, 2023, by **THE VILLAGES LAND OPERAING COMPANY, LLC**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor") in favor of **CITY OF WILDWOOD**, a Florida municipal corporation, whose post office address is 100 N. Main Street, Wildwood, Florida 34785 ("Grantee").

RECITALS

A. Grantor is the owner of the property described in attached ***Exhibit "A"*** ("Property").

B. At this time, Grantor wishes to grant unto Grantee, its successors and assign, a non-exclusive easement over and upon the Property for the construction installation, operation, and maintenance of underground wastewater force main facilities, together with rights of ingress and egress as necessary for such purpose.

NOW, THEREFORE, in consideration of the mutual covenants given by each to the other, and other valuable consideration, Grantor and Grantee agree that the Recitals set forth above are true and correct, and hereby incorporate them into this Easement as if fully set forth below, and further agree as follows:

1. **GRANT:** Grantor hereby grants unto Grantee, its successors and assigns, a non-exclusive easement over and upon the Property for the construction, installation, operation, and maintenance of underground wastewater force main facilities, together with rights of ingress and egress as necessary for such purpose.

2. **INDEMNIFICATION AND HOLD HARMLESS:** To the extent permitted by Florida law and without waiving any statutory and constitutional sovereign immunity protections, the Grantee shall defend, indemnify and hold harmless Grantor and its affiliates from and against any claims, proceedings, judgments, costs and liabilities, including reasonable attorneys' fees resulting from injury to persons and damage to property arising out of the negligent or wrongful act or omission of any employee of the Grantee (while acting within the scope of their employment) or any person under a contractual relationship with Grantee (while acting within the scope of their contractual relationship) in connection with Grantee's use of the Easement described herein, subject to applicable law including Section 768.28, Florida Statutes.

Notwithstanding the provisions of this Easement, any agreement by Grantee to defend, indemnify, and hold Grantor harmless shall in no way be deemed to be a comprehensive waiver of the Grantee's sovereign immunity and any deemed waiver of the Grantee's sovereign immunity under this Easement shall be limited to the plain terms of this Easement. Furthermore, any waiver of Grantee's sovereign immunity shall not be broadly construed so as to inure to the benefit of any third party, including, but not limited to, any other person, business or public entity.

3. **REPAIR AND MAINTENANCE:** In the event any damage shall be caused to the Property or Grantor's improvements located thereon by reason of Grantee's use, Grantee shall immediately and upon Grantor's demand, repair and restore any such damaged portions to the condition that prevailed just prior to the occurrence of such damage.

4. **GENERAL PROVISIONS:**

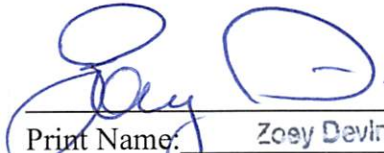
(a) The burden of the Easement shall be a burden running with the ownership of the Property, or any portion thereof, and shall inure to successors, heirs and assigns.

(b) This grant describes the entire rights conveyed by this Easement and Grantee has no rights in the Property described herein other than as expressly set forth.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Easement the day and year first above written.

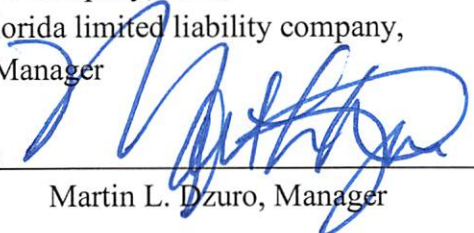
WITNESSES:


Print Name: Zoey Devine


Print Name: Rosemary Karpovich

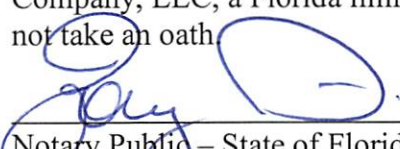
THE VILLAGES LAND OPERATING COMPANY, LLC, a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: 
Martin L. Dzuro, Manager

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged, by means of physical presence, before me this 8th day of March, 2023, by Martin L. Dzuro, as Manager of and on behalf of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Operating Company, LLC, a Florida limited liability company, who is personally known to me and who did not take an oath.


Notary Public – State of Florida
Print Name: Zoey Devine
Commission Expires: _____
Commission Number: _____



ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services

CITY OF WILDWOOD, a Florida municipal corporation

ATTEST:

By: _____
Ed Wolf, Mayor

Cassandra Smith, City Clerk

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged by means of physical presence before me this ____ day of _____, 2023, by Ed Wolf, as Mayor of City of Wildwood, for the purposes expressed herein, who is personally known to me and who did not take an oath.

Notary Public – State of Florida
Print Name: _____
Commission Expires: _____
Commission Number: _____

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

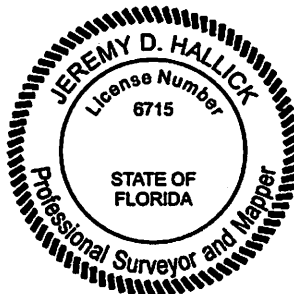
FORCE MAIN EASEMENT- PARCEL G23-008

EXHIBIT "A"
SHEET 1 OF 2

LEGAL DESCRIPTION

A TEN (10) FOOT WIDE STRIP OF LAND LYING WITHIN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE RUN SOUTH 89°32'28" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1666.68 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°11'52" EAST, A DISTANCE OF 12.60 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3491, PAGE 450, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE THE FOLLOWING SIX (6) COURSES BEING ALONG SAID BOUNDARY: THENCE CONTINUE NORTH 00°11'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2637.40 FEET TO THE SOUTHEAST CORNER OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID EAST LINE, RUN NORTH 00°16'48" EAST, ALONG THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 139.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 139 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°40'42" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 990.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°40'42" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°16'48" EAST, ALONG SAID WEST LINE, A DISTANCE OF 517.16 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 (A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18070-2518), SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,423.83 FEET AND A CHORD BEARING AND DISTANCE OF S83°47'09"E, 10.05 FEET TO WHICH A RADIAL LINE BEARS S06°19'58"W; THENCE DEPARTING SAID WEST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 00°14'16", AN ARC DISTANCE OF 10.05 FEET TO A POINT ON A LINE LYING 10.00 FEET EAST OF AFORESAID WEST LINE OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SECTION 23; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, AND THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3491, PAGE 450, RUN SOUTH 00°16'48" WEST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 516.13 FEET TO THE POINT OF BEGINNING.




JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

GENERAL NOTES

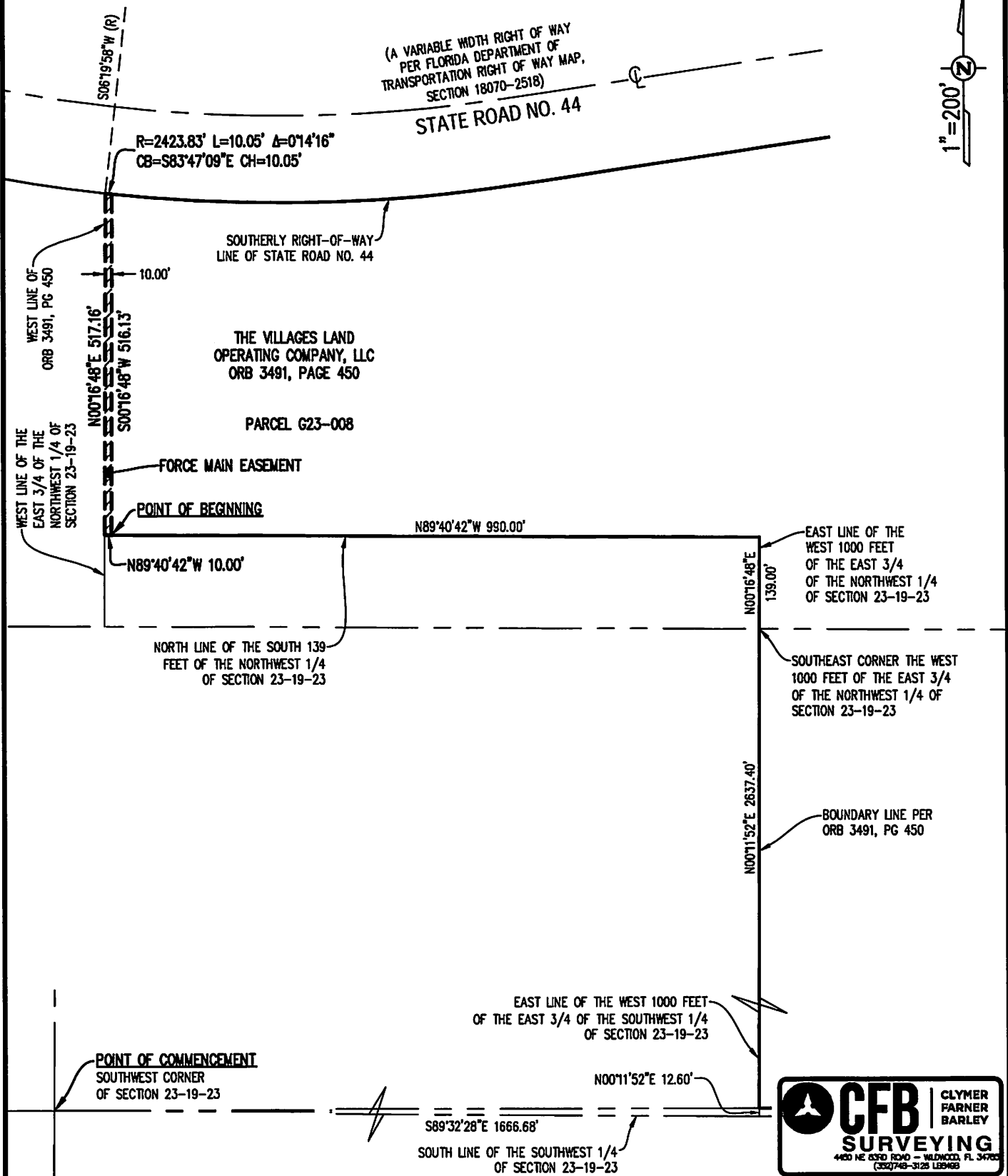
1. THE SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AS DERIVED FROM THE L-NET NETWORK (TOPNET GNSS NETWORK). AS A REFERENCE FOR THIS SURVEY, THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 23-19-23 HAS A BEARING OF S89°32'28"E.



SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

FORCE MAIN EASEMENT- PARCEL G23-008

EXHIBIT "A"
SHEET 2 OF 2



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: Meeting Rules and Procedures Policy

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: 03/20/23 Termination Date:
Managing Division/Department: Executive

BUDGET IMPACT: No budget impact.

HISTORY/FACTS/ISSUES:

At a recent workshop, the Commission received information from the City Attorney's office regarding the proper process for handling various types of public hearings and other information related to public input at Commission meetings. Following the presentation, it was determined that it would be beneficial to adopt rules and procedures for conducting Commission meetings. This resolution formally adopts a new policy for the conduct of Commission meetings.

RESOLUTION NO. R2023-8

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA ADOPTING A POLICY ENTITLED "MEETING RULES AND ORDER" PURSUANT TO SECTION 3-8.1 OF THE CHARTER OF THE CITY OF WILDWOOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3-8.1 of the Charter of the City of Wildwood allows for the City Commission to adopt its own rules and procedures for the conduct of its meetings; and,

WHEREAS, the City of Wildwood has determined there is a need to adopt a policy that establishes rules and procedures for the conduct of Commission meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, THAT:

1. The City Commission hereby adopts the policy entitled "Meeting Rules and Order" pursuant to City Charter Section 3-8.1.
2. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

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

MEETING RULES AND ORDER

CITY OF WILDWOOD



Adopted: March 20, 2023

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SECTION 1 SCOPE

1.1 SCOPE

These rules shall establish the procedures for the conduct of all meetings of the City Commission of the City of Wildwood. The purpose of these rules is to establish procedures which will be convenient for the public, be fair to all members of the City Commission and contribute to orderly conduct of city business. For any items not addressed in these rules, the ruling of the Chair shall govern unless overruled by a majority of the City Commission.

SECTION 2 PRESIDING OFFICER

2.1 DEFINITION

A. The presiding officer at the City Commission meeting shall be the mayor or in his/her absence, the mayor pro tem, and in his/her absence, the City Commission member in attendance at the meeting with the longest continuous tenure on the City Commission.

B. If the meeting is being chaired by a Commission member other than the highest ranking presiding officer of the City Commission, upon the arrival of a higher ranking presiding officer, the officer shall immediately relinquish the chair upon the conclusion of the business at hand.

2.2 DESIGNATED DUTIES

The presiding officer shall be well-versed in these rules and shall also preserve order and decorum at all Commission meetings. He/she shall maintain control of the meeting and keep it focused.

2.3 CALL TO ORDER

The presiding officer shall take the chair precisely at the hour appointed for the meeting and shall call the City Commission to order.

2.4 RECESS DURING MEETINGS

The presiding officer has the power to call for a recess. Recesses requested by any other Commission members require a majority vote of the City Commission.

SECTION 3 ROLL CALL

3.1 ROLL CALL

As the first order of business, the mayor shall note the absence of any member of the City Commission. The city clerk shall notate the attendance of each member in the minutes.

3.2 QUORUM

A. A majority of all members serving on the City Commission shall constitute a quorum at any meeting of the City Commission.

B. In the absence of a quorum, two (2) or more members may adjourn any regular, special, or workshop meeting to a later date.

3.3 TARDINESS

If a Commission member arrives after a meeting has convened, the tardiness will be reflected in the minutes under Roll Call, next to the Commission member's name. The arrival of the Commission member will be indicated in the appropriate section of the minutes. If a vote is taken prior to the Commission member's arrival, the member's absence will be noted in the vote in the minutes.

3.4 ABSENTEEISM

A. Absence from three (3) consecutive regular meetings of the City Commission, without being excused by the City Commission, may result in the forfeiture of the seat of the member. The city clerk shall notify the City Commission of the third consecutive absence of any Commission member.

B. When a Commission member leaves a meeting and does not return, the member needs only to inform the presiding officer that he/she will not return to the meeting. The presiding officer will inform the City Commission and the public of same.

3.5 ATTENDANCE BY COMMUNICATIONS TECHNOLOGY MEDIA

A. A Commission member who, due to extraordinary circumstances such as a physical disability or illness, is unable to attend a scheduled Commission meeting, may participate and vote in a Commission meeting by the use of communications media technology, that is currently utilized by the city, provided a quorum is physically present at the meeting and a majority of the City Commission members present vote in favor of approving such participating.¹ An absent Commission member may not be counted for purposes of constituting a quorum.

B. The communications media utilized must enable the absent member to participate in the discussions, to be heard and/or seen by the other Commission members

and the public, and to hear discussions taking place during the meeting. (AGO 92-44 and 94-55). With regard to quasi-judicial hearings, an absent Commission member must have access to all of the evidence presented to the Commission members present, and must have sufficient means to judge the credibility of witnesses and otherwise fully participate as if physically present, in order to vote.

C. The city shall incur the cost for the use of communication media technology in an amount not to exceed One Hundred Dollars (\$100.00) per meeting. Costs exceeding the maximum amount shall be borne by the absent Commission member.

¹Whether the absence of a Commission member constitutes an extraordinary circumstance is a determination that must be made in the good judgment of the City Commission. (AGO 03-41). The Attorney General's Office "has been reluctant to extend the participation in public meetings of public officials by electronic means to situations other than those involving a serious medical condition and the presence otherwise of a quorum at the public meeting.

SECTION 4 DECORUM

4.1 ORDER AND DECORUM

The presiding officer shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the presiding officer to ensure that the rules of operation and decorum contained herein are observed. The presiding officer shall maintain control of communication between the Commission members and between the City Commission, staff and public. The City Commission and members of staff shall work to preserve appropriate order and decorum during all meetings.

4.2 COURTESY

All members of the City Commission shall accord the utmost courtesy to each other, to city employees, and to public members appearing before the City Commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities. Commission members shall confine their remarks to the issues before the City Commission.

4.3 COMMUNICATION BY COMMISSION MEMBERS

A. Commission members should request the floor from the presiding officer before speaking.

B. When one member of the City Commission has the floor and is speaking, other Commission members shall not interrupt or otherwise disturb the speaker, nor shall they engage in side conversations with other Commission members.

4.4 ADDRESSING CITY STAFF

Every Commission member desiring to question the city staff shall address the question to the city manager. The city manager shall be entitled either to answer the inquiries him/herself, designate some member of the city staff for that purpose, or request that the question be discussed at a later date.

4.5 COMMUNICATION WITH MEMBERS OF THE PUBLIC ADDRESSING COMMISSION

A. The presiding officer shall open the floor for public testimony as appropriate.

B. Commission members may question a person addressing the City Commission at the conclusion of the person's comments or upon expiration of the person's time to speak. Such questions should be directed to the person through the presiding officer, unless the presiding officer grants the City Commission member permission to directly question the person.

C. Staff members, through the city manager, shall be a resource to the City Commission to answer questions arising during discussion between Commission members and members of the public. Communications in this regard shall be through the presiding officer.

D. Members of the public shall direct their questions and comments through the presiding officer.

4.6 CITY STAFF ADDRESSING CITY COMMISSION

A. Members of the city staff and employees of the city shall observe the same rules of procedures and decorum applicable to members of the City Commission. While the presiding officer shall have the authority to preserve decorum in meetings as far as staff members and city employees are concerned, the city manager also shall be responsible for the orderly conduct and decorum of all city employees under his/her direction and control. The city manager shall take such disciplinary action as may be necessary to ensure that such decorum is preserved at all times by city employees at Commission meetings.

1. Staff members specifically assigned to address an agenda item may approach the lectern and await recognition by the presiding officer.

2. Any staff member requesting to address the City Commission on matters not specifically assigned shall be recognized through the city manager, who in turn shall be recognized by the presiding officer, and shall approach the lectern, if requested, stating his/her name for the record, limiting his/her remarks to the matter under discussion.

3. All remarks and questions shall be addressed to the City Commission as a whole and not to any individual member thereof.

4. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the presiding officer.

4.7 INTERRUPTION OF MEETING

Persons demonstrating disruptive behavior at meetings or violating established rules of order will be called to order by the presiding officer. If such conduct continues, the presiding officer may call a recess, request the removal of such person(s) from the City Commission chambers upon a finding of "disorder", adjourn the meeting if determined to be the appropriate action, or take such other appropriate action as permitted by law.

4.8 DEFINING DISORDER AND DISRUPTION

A. The City charter empowers the City Commission to expel any member of the audience who is disorderly while the City Commission is in session.

B. A speaker who is disorderly at a meeting may be removed upon a finding by the presiding officer that such disorder causes a “disruption”. Disorder at public meetings usually takes one of three forms:

1. Refusal to confine the speech to the subject matter being addressed.
2. Refusal to conform to time limits on speaking:
 - a. Courts have held that a valid removal order for time limit or subject limit violations should include advising the speaker of available, alternative methods of presenting his/her views, such as:
 - 1) leaving a written transcript of the speech for the record;
 - 2) mailing the speech to each member of the City Commission; and/or
 - 3) appearing at future meetings to discuss the subject.
3. The speaker's demeanor and conduct during the meeting.

C. Disruption includes any conduct that significantly violates generally or specifically established rules of order and truly disrupts the meeting. Examples are:

1. Violent or tumultuous conduct threatening the safety of another.
2. Conduct creating danger to another's property.
3. Provoking or engaging in a fight.
4. Use of words that may threaten or outrage others.
5. Not speaking on the subject matter being addressed and refusing to do so when requested by the presiding officer.
6. Using obscene, profane, or vulgar language.

D. A speaker may not be removed merely because the content of the speech is not politically pleasing or acceptable.

4.9 ENFORCEMENT OF ORDER

Any Commission member may request the presiding officer to enforce the rules of decorum upon a motion and majority vote by the City Commission.

4.10 SERGEANT-AT-ARMS

The Police Chief or their designee shall be sergeant-at-arms of the City Commission meetings and shall carry out all orders and instructions given by the presiding officer for the purpose

of maintaining order and decorum at the City Commission meeting.

4.11 REMOVAL FROM MEETING

Upon the instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to escort and/or remove any person from the room who disrupts the meeting. The sergeant-at-arms should attempt to calm the person and explain the law on trespass and Section 871.01, Florida Statutes, Disturbing Schools and Religious and Other Assemblies. If the individual refuses or resists removal, he/she may be placed under arrest.

4.12 RE-ENTRY TO MEETING

The length of time a removed offender must remain outside a meeting, or whether he/she may reenter during the same meeting shall be decided by a majority vote of the City Commission.

SECTION 5 ORDER OF BUSINESS

5.1 ORDER OF BUSINESS

A. The business of the City Commission shall be taken up for consideration and disposition in substantially the following order:

1. Call to Order with Pledge of Allegiance and Invocation

The presiding officer calls the meeting to order at the designated time.

2. Consent Agenda/Informational Items

Items listed under the Consent Agenda are considered and adopted by City Commission on one (1) motion. If discussion on a Consent Agenda item is desired by an individual Commission member, that item will be removed from the Consent Agenda and will be considered in the appropriate section of the Agenda.

3. Presentations and/or Proclamations

Organizations, individuals, and groups are recognized through proclamations or certificates.

Presentations are scheduled by individuals or businesses to inform Commission of issues, projects, etc., and provide an opportunity for discussion by the City Commission. No more than two (2) presentations shall normally be scheduled for any given Commission meeting.

Other than motions to adopt proclamations, the City Commission shall not take formal action upon issues or matters presented under presentations at the same meeting. If formal action is desired, such matters shall be deferred and scheduled for a subsequent or future Commission meeting for consideration. The City Commission may, however, by a majority vote, act on items they deem necessary and appropriate. Items not requiring Commission action shall be directed to the city manager for consideration and further action.

4. Public Hearings – Timed – Legislative

5. Public Hearings – Timed – Quasi-Judicial

6. Public Forum

Speaker's card to be completed and submitted to the clerk on duty. There will be no response to the speaker by the City Commission or city staff. Commission

members desiring to address a comment will do so under paragraph 14 of this section.

7. Ordinances First Reading Only

8. Resolutions for Approval

9. Financial & Contracts & Agreements

10. General Items for Consideration/Discussion and Other Business

11. Appointments

12. City Manager Reports

The city manager may provide updates on current city activities, report on issues raised at previous Commission meetings or special recognitions, and respond to comments of the public forum in paragraph 6 of this Section. These are non-action items. Notwithstanding the foregoing, the City Commission may direct the city manager to further pursue the items addressed in the city manager reports.

13. Other Department Reports

14. Commission Members Reports

Commission members may give updates on the activities of individual members of the City Commission or respond to comments of the public forum in paragraph 6 of this Section. These are non-action items.

15. City Attorney Report

The city attorney may provide updates on current litigation or other pending legal matters.

16. Adjournment

B. The City Commission may modify the order of business, and add or delete agenda headings, upon a majority vote of the City Commission.

SECTION 6 AGENDAS

6.1 PREPARATION

The city manager's office shall prepare agendas for all formal and informal meetings.

6.2 POSTING OF NOTICE AND AGENDA

A. Posting of Notice and Agenda. For every regular or special meeting, the city clerk, or other authorized person, shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. The notice and agenda may be combined in a single document.

B. Location of Posting. The notice and agenda shall be posted on the City's website.

C. Posting for Regular Commission Meetings. For any regular Commission meeting of the City Commission, the notice and agenda shall be posted no later than seventy-two (72) hours prior to the time set for the meeting.

D. Posting for Special Commission Meetings. For any special meetings of the City Commission, the notice and agenda shall be posted and provided to Commission members, no later than forty-eight (48) hours prior to the time for the meeting. Special meetings may be convened by the mayor. The City Commission shall prescribe the means of serving or furnishing notice to its members.

E. Posting for Emergency Commission Meetings. In cases where immediate action by the City Commission must be taken in order to prevent and/or respond to conditions where property, equipment, public health or life is endangered, the notice and agenda shall be posted and provided to Commission members as soon as practicable.

6.3 SUBMISSION OF ITEMS

All reports, communications, ordinances, resolutions, contract documents or other matters to be considered at a Commission meeting must be delivered to the city manager within the time frame determined by him/her. The office of the city manager shall arrange an agenda packet, with all attachments, that will be submitted to the City Commission, by Thursday, the week before the meeting.

6.4 PLACING AN ITEM ON THE AGENDA FOR ACTION BY COMMISSION MEMBERS

A. Any Commission member may request an item be placed on a future agenda:

1. During a meeting.

2. By advising the city manager of the item during the preparation of the agenda.

6.5 PLACING AN ITEM ON THE AGENDA (THE PUBLIC)

A. A member of the public may request an item be placed on a future agenda:

1. During public comments at a meeting and upon consensus of the City Commission.

2. By contacting a Commission member who in turn requests through the city manager that the item be placed on the agenda during the preparation process of the agenda.

6.6 AGENDA CONTENTS

A. Description of Matters. All items of business to be discussed at a meeting of the City Commission shall be briefly described in the agenda. The description should set forth as clearly as practical a description of the item and the proposed action to be considered so that members of the public will know the nature of the action under review and consideration.

B. Availability of the Agenda to the Public. The agenda for any regular or special meeting shall be made available to the general public as soon as it is practical after delivery to the City Commission members.

C. Limitation to Act on Only Items on the Agenda. No action shall be taken by the City Commission members on any item not on the posted agenda, subject only to the exceptions listed below:

1. Upon a majority determination that an “emergency situation” (as defined by State Law) exists; or

2. Upon a determination by a majority vote of the City Commission that there is a need to take immediate action and that the need to take the action came to the attention of the city officials subsequent to the posting of the agenda.

6.7 MODIFICATION OF AGENDA

A. The City Commission, by a majority vote or general consent of its members, may modify the agenda at a meeting by:

1. Adding an additional item per the request of a Commission member or the city manager.
2. Proposing the rearranging of agenda items.
3. Removing (including tabling or postponing) an agenda item per the

request of a Commission member or the city manager.

6.8 DISTRIBUTION

The agenda will be posted on the City's website once completed. A link to the agenda shall be provided via email to the local news media who have requested it. A reasonable number of extra copies of the agenda will be available for the public at the meeting.

Agendas will be emailed to individuals who provide the office of the city manager with a valid email address.

SECTION 7 CONSENT AGENDA

7.1 PURPOSE

The use of the consent agenda is a tool for shortening the time spent on unnecessary discussion and the number of motions made at a Commission meeting. The consent agenda items are considered as one (1) item of business and is an agenda heading. It contains routine items which are not considered controversial in nature, and which do not need further discussion. The items on the consent agenda will usually be ones that the City Commission is familiar with or self-explanatory enough to the point that no discussion is needed. The consent agenda, therefore, is a list of items that can be acted upon officially by the City Commission, without discussion, by means of a single motion and vote. A motion is made and seconded that the consent agenda be approved as submitted.

7.2 REMOVAL OF AGENDA ITEMS FROM CONSENT

A. Items may be removed from the consent agenda and considered during the regular agenda per a Commission member's request. If an item needs discussing, it is removed from the consent agenda at that time by the Commission member requesting the same and discussed and acted upon separately in its normal sequence on the regular agenda.

B. The City Commission may remove an item upon the request of a member of the public if there is a majority consensus of the City Commission to do so, provided, however, that requests to move a site plan or a plat shall be granted. If approved, the item will be considered in its normal sequence on the agenda.

7.3 MINOR QUESTIONS

A Commission member may ask questions on any item without it being pulled from the consent agenda when clarification is sought that will not involve extended discussion. The question will be addressed prior to the motion for adopting the consent agenda. Commission members are encouraged to seek clarification prior to the meeting, if at all possible.

7.4 PUBLIC HEARINGS EXCLUDED

In general, items for "Public Hearings" are not considered under the consent agenda as they are open to public comment and discussion.

7.5 DETERMINATION OF CONSENT ITEMS

The city manager shall determine the items to be placed on the consent agenda. Items that may be included on the consent agenda include, but are not limited to, the following:

- Informational items
- Site Plans
- Plats
- Budgeted Financial Items that Meet the Requirements of the Procurement Policy

SECTION 8 PUBLIC COMMENTS

8.1 PURPOSE

These procedures are established to provide an orderly method for the City Commission to receive comments from the public on specific agenda items and general matters at public meetings. Public presentations to the City Commission shall be in accordance with the following rules and guidelines, which shall be enforced by the presiding officer.

8.2 PUBLIC COMMENTS

A. Public Hearing Items

1. Individuals addressing “Public Hearing” items do not have to ask for, nor complete a ‘Public Comment’ card for time to address the City Commission prior to the meeting.
2. Individuals present to address specific agenda items listed under “Public Hearings” will address the City Commission, using the guidelines established for same, at the time the item is considered by the City Commission.
3. The presiding officer will read the agenda item being considered, open the public hearing, and ask for public comments on the item. Individuals wishing to address the City Commission will raise their hands at the appropriate time and the presiding officer will call upon the individuals to approach the lectern.
4. The City Commission may recall an individual to provide additional information or to answer questions.
5. The speaker shall be limited to four (4) minutes time. Any unused time by a speaker may not be donated to another speaker.

B. Agenda Items Listed Under Consent Agenda

1. The City Commission will determine if an agenda item listed under the consent agenda will be removed and opened for discussion if an individual submits a public comment card to address the same.
2. The presiding officer may allow a speaker who has completed a public comment card on an agenda item under the consent agenda to address the City Commission prior to action being taken on the consent agenda. If the City Commission indicates that it has no discussion on the item after the speaker addresses the City Commission, it will remain on the consent agenda.
3. The speaker shall be limited to four (4) minutes.

4. The City Commission may recall an individual to provide additional information or to answer questions.

C. Public Forum After Public Hearings

1. Individuals who wish to address items not specifically listed on the agenda will be given the opportunity to address the City Commission under the agenda heading of “Public Forum” after the heading of “Public Hearings”.

2. Individuals may request to speak by completing a “Public Comment” card at the meeting and submitting it to the clerk.

3. The speaker shall be limited to four (4) minutes. Time may not be donated to another speaker.

4. The City Commission may respond to selected comments under the heading of “City Commission Reports”. The city manager may also respond to selected comments under the heading of “City Manager Reports”.

8.3 ADDRESSING PUBLIC COMMENTS

The City Commission may address the comments from the public as stated above. There shall be no input or additional remarks from the audience while the City Commission is addressing comments. The City Commission may recall an individual to the lectern to provide additional information or to answer questions.

8.4 ACTION ON ITEMS

The City Commission shall not take formal action upon issues or matters presented by the citizenry under public comments at the same meeting. If formal action is required, the item will be scheduled for the next regular Commission meeting for consideration. Items not requiring Commission action shall be directed to the city manager for consideration and further action. The City Commission may, by a majority vote, act on items that are declared by the City Commission to constitute an emergency.

8.5 WORKSHOPS AND SPECIAL MEETINGS

Public comments are not scheduled as an agenda heading for workshops and special meetings. The City Commission shall make such a determination at the beginning of the special meeting or workshop as to whether public comments will be allowed. A decision to allow public comments shall be approved by a majority vote, or in the case of a workshop, by a consensus of the City Commission.

SECTION 9 MOTIONS

9.1 PRESIDING OFFICER; RIGHTS AND PRIVILEGES

The presiding officer may discuss and vote on matters being considered by the City Commission. The presiding officer may make motions and discuss issues from the chair. When doing so, he/she shall relinquish the chair to the mayor pro tem or the next Commission member in line until a vote is taken on the matter. The presiding officer may second a motion without relinquishing the chair; he/she may not be deprived of any of the rights and privileges of any other Commission member by reason of holding such position.

9.2 RECOGNITION BY PRESIDING OFFICER

Commission members desiring to speak shall address the presiding officer, and upon recognition by the presiding officer, shall confine themselves to the subject matter under discussion.

9.3 INTRODUCTION OF MOTION.

- A. The presiding officer may call for a motion on business to be acted upon.
- B. Business to be acted upon is brought before the City Commission by motion in the affirmative only. A motion may also follow the presentation of a report or communication.
- C. There can be only one main motion on the floor at a time; it requires a second by another Commission member. A main motion is debatable, and all discussion must be germane to the motion.
- D. To make a motion, a Commission member must be recognized by the presiding officer. The maker will have the right to speak first in the discussion.

9.4 SECOND TO A MOTION

- A. The purpose of a second to a motion is to place the motion before the City Commission for discussion and action. A second merely implies that the seconder agrees that the motion should come before the meeting and not that he/she necessarily favors the motion.
- B. The requirement of a second is for the presiding officer's guidance as to whether the motion should be placed before the City Commission for consideration. The purpose of a second is to prevent time from being consumed by the City Commission having to consider a motion that only one person desires to see introduced.
- C. A motion that fails to obtain a second dies.

9.5 STATING THE MOTION

- A. Neither the making nor the seconding of a motion places it before the City

Commission; only the presiding officer can place the motion before the City Commission for discussion. The presiding officer may change the wording in order to make it easier to understand provided the meaning is not changed. When the presiding officer has placed the motion before the City Commission, the motion is pending and open to discussion.

B. All discussions must deal only and specifically with the subject of the motion. When the remarks of a Commission member begin to stray from the topic at hand, it is the duty of the presiding officer to interrupt the speaker and insist that the discussion be to the point. When discussion has been exhausted, the presiding officer puts the issue to a vote.

C. After the vote, the presiding officer announces whether the motion carries or fails. If a Commission member disputes the result as announced or the presiding officer is unable to determine the vote, the presiding officer shall ask for a roll call vote to make certain of the decision.

9.6 INTERRUPTIONS

A Commission member, once recognized by the presiding officer, shall not be interrupted when speaking unless the presiding officer or another Commission member calls a point of order, or unless the speaker chooses to yield to questions for another member. If Commission members, while speaking, are called to order, they shall cease speaking until the issue regarding order is determined, and if in order, they shall be permitted to proceed.

9.7 POINT OF ORDER

A. When a Commission member questions a procedure or notices a violation of the rules that he/she considers will do harm if allowed to pass, the member can make a point of order without waiting for recognition from the presiding officer and may interrupt another member speaking. This action calls the attention of the presiding officer to the procedure being questioned or the violation of a rule when the presiding officer fails to notice it or neglects to call it.

B. A point of order must be raised when the breach occurs. After any discussion or business has intervened, it is too late. Points of order should not be raised on minor irregularities of a purely technical character.

C. The point of order interrupts business. The presiding officer either rules that the point of order is well taken and orders the mistake, omission, or violation to be corrected, or rules that the point of order is not well taken and resumes business at the point where it was interrupted.

9.8 APPEAL ON RULING OF POINT OF ORDER

A. Commission members have no right to criticize a ruling of the presiding officer on a point of order unless they appeal the decision. An appeal is by motion, which allows two (2) members who disagree with a ruling to submit it to the entire Commission for a decision. An appeal requires a motion and its purpose is to reverse the ruling of the presiding officer.

This motion requires a second and is immediately open for discussion. The appeal must be made immediately after the ruling has occurred.

B. Upon an appeal, the presiding officer must state the reason for the decision. Commission members may speak only once. When Commission members are through with discussion, the presiding officer may speak a second time.

C. A majority of the City Commission may reverse or modify the presiding officer's decision. A motion to appeal is lost or fails with a tie vote and sustains the decision of the presiding officer.

9.9 WITHDRAWAL OF MOTION

A. A Commission member may withdraw his/her motion at any time before it is put to a vote. When a motion is withdrawn, it is no longer under consideration. The second need not be withdrawn as the withdrawal of the motion makes the second moot.

B. A seconder cannot prohibit the maker from withdrawing the motion by refusing to withdraw the second.

9.10 MOTION TO RECONSIDER

The reconsideration of issues previously acted upon is discouraged, but any member of the Commission may make a motion to reconsider any action taken by the City Commission during the meeting at which such action was taken. A matter may be reconsidered by the City Commission if a member on the prevailing side of the vote requests reconsideration. Such a motion may be made at a meeting where such action is taken or at a subsequent meeting of the City Commission.

9.11 SECONDARY MOTIONS

A. When any main motion is upon the floor and the subject matter is under discussion, no motion shall be received except the following, which must also have a second, and such motions shall have precedence in the following order, to-wit:

1. Discussion can take place on the motion:
 - a) To amend the main motion
 - b) To appeal the ruling on a point of order.
2. Discussion cannot take place on the motion:
 - a) To table, postpone, continue, defer, extend, delay
 - b) To call the question.

B. A secondary motion is a procedural motion that is considered before a vote on a main motion. When a secondary motion is made, it becomes the immediately-pending motion,

while the main motion remains pending.

9.12 AMENDMENT TO MOTION

A. When a main motion is made, it can be amended. Commission members can make as many amendments as they like until the main motion accurately reflects the will of the majority. Only one (1) amendment at a time to the main motion shall be entertained. There shall be no amendments to amendments to the main motion.

B. To present an amendment to a motion, a Commission member must first be recognized by the presiding officer. An amendment must be moved and seconded. Amendments must be specifically worded. The presiding officer shall restate the motion to amend and also read how the main motion will change if the amendment is passed. Discussion can only take place on the amendment. Once discussion has been exhausted, the presiding officer shall call for a vote on the amendment.

C. If an amendment is approved, prior to the vote being taken on the main motion, the City Commission member who seconded the main motion has the right to withdraw the second if he/she does not agree with the main motion as amended. If the second is withdrawn, the presiding officer shall ask for another second to the motion. If the maker withdraws the main motion, the main motion is moot.

9.13 RECESS DURING MEETINGS

A. A recess is a short intermission within a meeting that does not destroy its continuity as a single gathering, and after which proceedings are immediately resumed at the point at which the meeting was interrupted.

B. The presiding officer has the power to call for a recess. Recesses requested by other Commission members require a majority vote of the City Commission. The presiding officer will announce the amount of time allotted for the recess.

9.14 MOTION TO TABLE

A. 'Table' shall mean the resetting or rescheduling of an item or issue placed on an agenda for consideration by the City Commission which includes, but is not limited to, extensions, continuances, delays, deferrals, and postponements.

B. Motions shall not be tabled; only items or issues can be tabled.

C. The time frame in which a tabled issue or item will be considered or reconsidered shall be determined by the City Commission, except when provided by city code or state law. The City Commission shall determine when the issue or item will be next considered, the extent of discussion to be permitted, and where the item or issue will be placed on the agenda. An item or issue shall not be tabled indefinitely.

9.15 CALL THE QUESTION

If a Commission member desires to close the discussion on a pending motion so that it will come to an immediate vote, he/she can 'call the question'. Because it takes away the right of Commission members to continue discussion, it requires a motion, a second, and a majority vote.

There is no discussion on this motion. In making the motion, the maker cannot interrupt a speaker.

9.16 ADJOURNMENT

Adjournment is announced by the presiding officer asking if there is any further business. If there is none and there are no objections, the presiding officer shall call for a motion to adjourn the meeting. Upon a motion, second, and majority vote of the City Commission the meeting shall be adjourned.

9.17 FAILURE TO OBTAIN A MOTION

Failure to obtain a motion by the City Commission to act upon an issue or item being considered, which requires Commission action to dispose of same, shall be considered a denial or rejection of the item or issue.

SECTION 10 VOTING

10.1 QUORUM

The presence of three (3) Commission members at a meeting shall constitute a quorum for the transaction of business, however, no action shall be taken on items that require the affirmative vote of a supermajority of the City Commission at a meeting where only three (3) Commission members are present.

10.2 MAJORITY

- A. Three (3) Commission members present at a meeting shall constitute a majority.
- B. No action of the City Commission, except as otherwise provided by law and/or except raising a quorum, shall be valid or binding unless adopted by the affirmative vote of at least three (3) members of the City Commission.
- C. A super majority is one (1) more than half the number of members on the Commission. Thus, a five-member Commission requires four (4) votes, which votes must all be in the affirmative or negative.

10.3 VOTING REQUIREMENTS AND CONFLICTS

A. The sections of the Florida Statutes pertaining to voting requirements and conflicts are summarized as follows:

- 1. Florida Statutes, Chapter 286.012, Voting Requirement

Each Commission member present at a meeting is required to vote on official matters and a vote recorded in the minutes for each unless there is a conflict of interest.

- 2. Florida Statutes, Chapter 112.3143(3)(a), Voting Conflicts

No Commission member shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which he/she knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary of a corporate principal by which he or she is retained, of a relative, or of a business associate. Commission members are required to abstain from voting and must publicly announce the nature of their interests before the vote. A memorandum of voting conflict must be filed with the city clerk within 15 days after the vote occurs, disclosing the nature of their interests in the matters. The city clerk will provide the form to the City Commission member after the vote is taken.

10.4 EFFECT ON QUORUM DUE TO ABSTENTION FROM VOTING

When a Commission member is required to abstain from voting, the City Commission member is disqualified from voting and may not be counted for purposes of determining a quorum (AGO 85-40).

10.5 VOTES TO BE STATED ‘AYE’

A. In putting a motion to a vote, the presiding officer shall first call for the positive vote, and all who wish to vote in favor of the motion to indicate by saying “aye”; the presiding officer then calls for the negative vote and those who wish to vote against the motion to indicate by saying “aye”. The presiding officer must always call for the negative vote, no matter, how nearly unanimous the positive vote may appear. When there is any possibility of confusion, the presiding officer, before calling for the vote, should make sure that the members understand the effect of a positive vote and of a negative vote.

B. The votes shall be reflected in the minutes as “yea” for a positive vote and “nay” for a negative vote.

10.6 SILENCE CONSTITUTES POSITIVE VOTE

Silence by a member of the City Commission during the taking of a vote shall be recorded as a positive vote.

10.7 CHANGE OF VOTE

When the presiding officer calls for a vote, Commission members shall not be permitted to change their votes as recorded.

10.8 ROLL CALL VOTE

A roll call vote shall be taken upon the request of any Commission member. The names of Commission members shall be called in the following order: the maker of the motion, the seconder of the motion, Commission members in order of tenure on the Commission, and the presiding officer. The order for Commission members with the same tenure shall be determined by the highest to the lowest vote-getter. The name to be called first shall be advanced one position in each successive roll call vote for that meeting, except that the presiding officer shall always be called last.

10.9 VOTING BY PROXY

Proxy voting is prohibited by state law.

10.10 ABSENCE OF COMMISSION MEMBER DURING A VOTE

When a Commission member leaves the room to attend to other matters and the City Commission takes a vote, the member cannot vote on the subject matter when he/she returns

to the room. The Commission member's name will not be reflected in the vote. The minutes will indicate when the member left the room and returned. If the vote has not been taken by the time the Commission member returns to the meeting, the Commission member shall vote. A Commission member is prohibited from leaving the room to avoid voting on a motion.

10.11 CONFLICT OF INTEREST

When a Commission member announces there is a conflict of interest on an issue or item, the member is prohibited from voting on or discussing the measure and must "abstain". Prior to the vote being taken, the City Commission member must publicly announce the nature of the conflict of interest in the issue or item from which the member is abstaining.

10.12 VOTE CONSTITUTES

A. Tie Vote:

1. A tie vote shall be recorded as a failed or rejected motion.
2. In the event of a tie vote, the City Commission may, by a majority vote, have an item or issue brought back before Commission for reconsideration at the next meeting at which a full Commission is present.

SECTION 11 MINUTES

11.1 PURPOSE

Florida Statutes, Chapter 286, requires that minutes of meetings be taken. Although the statute does not detail what minutes should include, the proper content of minutes is suggested by their purpose. The purpose of minutes is to provide an official record or proof of Commission actions. Therefore, at a minimum, the minutes should include two sorts of material. First, the actions taken by the City Commission should be stated specifically enough to be identifiable and provable. Second, proof of any conditions necessary to action, i.e., a quorum. More may be desired by the City Commission but is legally unnecessary.

11.2 ADOPTION

The minutes of previous meeting(s) for adoption shall be listed on the agenda. Such minutes may be approved without reading. Copies of the minutes shall have been distributed to Commission members prior to the meeting. A motion is required to adopt the minutes.

11.3 REVISIONS

A. Revisions to the minutes may be made by Commission members at the meeting that the minutes are considered for adoption.

B. The City Commission may revise the minutes, if found to be incorrect, upon the majority vote of the City Commission.

11.4 REMARKS BY COMMISSION MEMBERS WHEN ENTERED INTO MINUTES

A Commission member may request, through the presiding officer, the privilege of having an abstract of his/her statement on any subject under consideration by the City Commission entered into the minutes. If the City Commission consents thereto, such statement shall be entered into the minutes.

11.5 VERBATIM TRANSCRIPTS

A. In accordance with Florida Statutes, Chapter 286.0105, individuals deciding to appeal any decision made by the City Commission are responsible for ensuring that a verbatim record of the proceedings is made.

B. The office of the city clerk is not required to prepare verbatim transcripts or parts of any minutes of City Commission meetings unless the City Commission, by a majority vote, directs verbatim transcripts for the audible parts of any minutes it deems necessary and proper for the conduct of the internal affairs of the city.

SECTION 12 AMENDMENTS

12.1 AMENDMENTS

A. These Rules and Order may be amended by Resolution adopted by a majority vote of the entire Commission at any regular meeting of the City Commission.

B. Any of the foregoing rules may be temporarily suspended for the meeting then in session by a unanimous vote of the members of the Commission then present, unless such waiver is in conflict with the City Charter or state or local law.



Speaker's Card
Request to Address the City Commission

Name: _____
(Please Print)

City Commission Meeting Date: _____

Agenda Item: _____

Provide a brief overview of what you wish to discuss:

Speaker Information

Do you represent an organization? Yes _____ No _____

Name of organization: _____

Speaker street address: _____

City: _____ State: _____ Zip Code: _____

Phone number (optional): _____

Email address (optional): _____

NOTE: ONCE COMPLETED, THIS CARD BECOMES A PUBLIC DOCUMENT

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Award the Fireworks Display RFP to Zambelli Fireworks

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Zambelli Fireworks
Effective Date: 03/13/2023 Termination Date: 03/13/2026
Managing Division/Department: Parks & Recreation

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

To maintain and continue with the City's annual 4th of July fireworks show, Parks & Recreation developed and advertised a Fireworks Display Request for Proposals (RFP). The RFP called for qualified licensed contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide for the 4th of July fireworks display, as well as an option to provide a New Year's Eve fireworks show.

On February 15, 2023, bids for the Fireworks Display RFP were received and publicly opened and read aloud. Only one vendor, Zambelli Fireworks, provided a bid for this RFP. Zambelli has been providing the 4th of July fireworks display for the City for a number of years and has done an exceptional job with their display.

Staff is requesting Commission approval for option #2 for \$34,000.00 per year for three years with the option to extend for up to two years. This option includes the same amount of fireworks the City used last year but with an increased shell size for the display to be high enough to clear any trees or obstructions that would affect visibility. The increase in price between options #1 and #2 is for the more powerful, larger shells and a 20-minute show. The total value of the three-year contract would be \$102,000.00.

If the Commission is interested in option #3, Zambelli will include a fireworks show for a New Year's Eve celebration in the contract for an additional \$12,000 per year. With the addition of option #3, the total contract value for three years would be \$138,000.00 and the prices for the fireworks would be locked in for the term of the contract.



REQUEST FOR PROPOSAL
for
Fireworks Display
RFP # 2023 - 05

City of Wildwood
100 N Main Street
Wildwood, FL 34785

352-330-1343 (Phone)
352-330-1353 (Fax)

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 due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	January 20, 2023
Last Day for Questions	February 1, 2023
Addendums Posted (If Necessary)	February 2, 2023
Submission Deadline	February 15, 2023
Selection Committee Meeting	TBD
Contract Award	TBD

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed proposal will be received by the City of Wildwood at City Hall located at 100 N Main Street, Wildwood, Florida 34785 **until 1:30 p.m. 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 **February 1, 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: Amanda Salazar, Director of Parks and Recreation or via email to asalazar@wildwood-fl.gov
- Do not attempt to contact any Selection Committee Member, staff member or any person other than Amanda Salazar for questions relating to this project. Anyone attempting to lobby City of Wildwood representatives may be disqualified. The Selection Committee Members shall be Amanda Salazar, Director of Parks & Recreation, Jason Wheeler, Parks & Recreation Supervisor, and Thomas J. Rigwood, Asst. Public Works Director.
- 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.

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each Proposal Package or alternate RFP submitted:

- ▣ One (1) original, one (1) electronic single PDF version on a CD or Flash Drive of the original RFP in its entirety not password protected, four (4) copies of the “VENDOR”’s original submittal packet.
- ▣ RFP 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”.
- ▣ Tab A – Statement of Interest
- ▣ Tab B – “VENDOR” Profile (Form 1)
- ▣ Tab C – Team Composition and Resumes
- ▣ Tab D – Bid Form (Form 2)
- ▣ Tab E – Illustrative Work (Form 3)
- ▣ Tab F – References
- ▣ Tab G – Additional Information
- ▣ Tab H – Additional Required Documents
 - Proposer’s Certification / Addenda Acknowledgement Form
 - Proposal Form
 - Statement of Terms and Conditions - statement must be signed and returned with the RFP form.
 - Hold Harmless Agreement
 - A sworn, notarized Drug Free Workplace Certificate must accompany each Proposal Package or alternate RFP.
 - Public Entity Crimes Form
 - Conflict of Interest Disclosure Form
 - 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).
 - A Certificate of Insurability (COI) shall accompany each Proposal or alternate proposal, in the amounts as prescribed by the “CITY”.
 - E-Verify Document

PART 2 - INTRODUCTION

PURPOSE

The City of Wildwood, Florida ("CITY") is interested in selecting qualified Contractors ("VENDOR") that can provide the required services pursuant to Section 287.057, Florida Statutes. The "CITY" requests that qualified "VENDORS" submit letters of interest and proposals for consideration for selection of a qualified Contractor for the 4th of July Fireworks display. The "CITY" may select, or not select, at their sole discretion, any Contractor that the "CITY" feels will best address their needs.

The purpose of this RFP is to select qualified contractor / vendor to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide a 4th of July Fireworks display.

SELECTION PROCESS

Selection will be based on the criteria as defined within this Request for Proposal. Selection of the "VENDOR" will be in accordance with Florida Statute 287.057, through the following process:

PROPOSALS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective "VENDOR" must submit a complete response as required by the RFP checklist of items found in Part 1. "VENDOR" must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the components of the RFP.

GENERAL SELECTION CRITERIA

The "CITY"'s intent is to minimize the cost to "VENDOR" s who are responding to this request for proposals, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused proposals that document your "VENDOR"'s suitability for these services requested.

The services being sought under this RFP are considered to be professional in nature. The "VENDOR" will be evaluated based upon the capabilities of the respondents and will result in an award that is in the best interest of the "CITY". Factors to be considered in the evaluation include:

- Capability and Qualifications of the proposer to deliver the proposed services.
- Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.
- Resources and Availability
- Client References and Past Performance
- Prices Proposed

ADDITIONAL CONDITIONS

- The "CITY" reserves the right to reject any or all Proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the "CITY", the proposals shall become the property of the "CITY" without compensation to the proponent, for disposition or usage by the "CITY" at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all

proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.

- **Costs to Prepare Responses:** The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals.
- **Equal Employment Opportunity:** During the performance of this Contract, the “VENDOR” agrees as follows: The “VENDOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each “VENDOR” shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding 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 “VENDOR” will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a “VENDOR” find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the City of Wildwood in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any “VENDOR” as to the meaning of the RFP/Contract Documents. Any questions or request for interpretation received IN WRITING by City of Wildwood before the stated deadline, 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 prior to the established RFP opening date. Each “VENDOR” shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any “VENDOR” fails to acknowledge receipt of such addenda or addendum, his/her RFP package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFP will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP 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 the established RFP scheduled deadline.

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.

PREPARATION OF PROPOSAL

Signature of the “VENDOR”: The “VENDOR” must sign the Proposal 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 “VENDOR”’s name and the words, “Member of the “VENDOR”” should be written beneath such signature. If the “VENDOR” is a corporation, the title of the officer signing

the RFP on behalf of the corporation must be stated and evidence of his authority to sign the RFP forms must be submitted. The "VENDOR" shall state in the Proposal Form the name and address of each person interested therein.

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 interest 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 funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

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 a 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

The City of Wildwood is a unit of local government and as such reserves the right to reject any and/or all RFP packages, reserves the right to waive any informalities or irregularities in the RFP or examination process, and reserves the right to award the RFP and/or contracts in the best interest of the City of Wildwood.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the "CITY", as a public entity, may not consider a proposals package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

TRUTH IN NEGOTIATIONS

The Respondent certifies to Truth-in- negotiations and the wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original contact amount and any additions thereto shall be adjusted to exclude any significant sums where the "CITY" determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such adjustment must be made within one (1) year following the end of the contract.

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 Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-Contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. The term of the Contract resulting from the solicitation, shall be for an initial thirty-six (36) month period. The Contract may, by mutual assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

PURCHASING AGREEMENTS WITH OTHE GOVERNMENT AGENCIES

At the option of the awarded "VENDOR", the submission of any bid in response to this Request for Proposal (RFP) constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties, and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Part 3 - SCOPE OF WORK

The City of Wildwood, Florida ("the "CITY") is interested in selecting a qualified Contractor ("VENDOR") that can provide the required services. The purpose of this RFP is to select qualified licensed contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide for the 4th of July Fireworks display.

Proposers shall provide three (3) references for similar projects/contracts, and proof of a minimum of five (5) years' experience with Fireworks displays.

Contractor shall be in compliance with the following standards:

- a. American National Standards Institute (ANSI).
- b. Occupational Safety and Health Administration (OSHA)
- c. Conformance with any other applicable local codes and standards.

Option 1

Opener

30 - 3" finale salutes

30 - 3" assorted color finale shells

Body of Program

150 – 4" assorted color pattern and special effect shells

120 – 5" assorted color pattern and special effects shells

90 – 6" assorted color pattern and special effects shell

Low Level Effects

6 - 100 shot 1.5" multishot cakes

4 - 400 shot 1.5" multishot cakes

4 - 408 shot 1.5" multishot cakes

Grand Finale

60 - 3" finale salute shells

240 - 3" assorted color finale shells

60 - 4" assorted color finale shells

30 - 5" assorted color finale shells

Total Cost Option 1: _____

Option 2

Opener

30 - 3” finale salutes

30 - 3” assorted color finale shells

Body of Program

150 – 4” assorted color pattern and special effect shells

120 – 5” assorted color pattern and special effects shells

90 – 6” assorted color pattern and special effects shell

Low Level Effects

6 - 100 shot 1.5” multishot cakes

4 - 400 shot 1.5” multishot cakes

4 - 408 shot 1.5” multishot cakes

Grand Finale

60 - 3” finale salute shells

240 - 3” assorted color finale shells

60 - 4” assorted color finale shells

30 - 5” assorted color finale shells

Total Cost Option 2: _____

Option 3: “New Year’s Eve Celebration” - December 31

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete firework display lasting no less than seven minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1 of said year.

2. Shells shall be “racked” and fired by licensed pyrotechnic company and appropriately trained personnel.

3. All fireworks to be included in the presentation are to be of premium quality such as 1.3 G and 1.4 G. No consumer grade fireworks are to be used.

4. The firework display should comprise a combination of one (1) inch to four (4) inch shells that meets the approval of the Sumter County Fire Department Fire Marshall. The breakdown for each section of the display shall be as follows:

5. Total Display Shells

600: 1” (inch) - 2.5” (inch) Premium single shot and multi shot cake effects

380: 3” (inch) Premium Fireworks Shells -variety of effects

120: 4” (inch) Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 1100

Total Cost Option 3: _____

Equipment or property owned or used by Contractor may be left on City facilities not in use. The City will identify locations that are appropriate for equipment storage. The City is not responsible for any stolen or damaged equipment while on City property. Upon conclusion and approval of the work completed the Contractor will remove all equipment from all City facilities.

PART 4 - 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 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:	

PROCEDURE REQUIREMENTS

Proposal submittals will be reviewed and ranked by the “CITY”’s Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as

a result of their evaluation of the initial Request for Proposals. The Committee will recommend its ranking of the top "VENDOR" to the "CITY" Commission for approval. The "CITY" of Wildwood reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY CONTRACTOR PERSONNEL

In submitting a proposals package, the Respondent is representing that each person listed or referenced in the proposals package shall be available to perform the services described for the "CITY" OF WILDWOOD, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher proposals and each replacement person is subject to prior written "CITY" OF WILDWOOD approval. In the event the requested substitute person is not satisfactory to the "CITY" OF WILDWOOD and the matter cannot be resolved to the satisfaction of the "CITY" OF WILDWOOD, the "CITY" OF WILDWOOD reserves the right to cancel the contract for cause.

NEGOTIATION

The "CITY" OF WILDWOOD reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The "CITY" OF WILDWOOD reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the "CITY" OF WILDWOOD.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the "CITY" of Wildwood, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any "CITY" employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten-percent (10%) stake. You shall complete and have notarized a Conflict-of-Interest Form (Form A-1) and include it in your proposals package.

If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

RESTRICTED DISCUSSIONS

From the date of issuance of the RFP until final "CITY" OF WILDWOOD action, the Respondent shall not discuss the RFP or any part thereof with any employee, agent, or representative of the "CITY" OF WILDWOOD except as expressly authorized by the "CITY" OF WILDWOOD point of contact identified in this RFP above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent's proposals package.

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any "CITY" OF WILDWOOD employee. Only those communications that are in writing from the authorized "CITY" OF WILDWOOD point of contact, Jeremy Hockenbury shall be considered pertinent to this RFP. Only communications from the Respondent that are signed and in

writing will be recognized by the "CITY" OF WILDWOOD as duly authorized expressions on behalf of the Respondent.

AWARD

It is understood that the "CITY" OF WILDWOOD is not obligated to make an award under or as a result of this RFP or to award such contract. The "CITY" OF WILDWOOD reserves the right to award such contract, if any, to the best qualified Respondent(s).

The "CITY" OF WILDWOOD has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the "CITY" OF WILDWOOD's best interests to do so.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for the "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 the "CITY" of Wildwood, a COI will be required. Work is defined as any service provided to the "CITY" of Wildwood by a "VENDOR"/Contractor who must access "CITY" property in order to provide the service(s). The requirements contained herein, as well as the "CITY"'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 this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

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, Contractors 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. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** 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 (needed for large contracts) 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" 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. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors & Omissions Liability Insurance (when applicable) The Contractor shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the "CITY" OF WILDWOOD as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

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 – "CITY" s, Lessees, or Contractors, or CG2026 Additional Insured – "CITY" s, 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 The Contractor shall indemnify and hold harmless the "CITY" OF WILDWOOD and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or 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. .

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, 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.

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 "CITY" OF WILDWOOD, 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 (COI) 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 County 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 – "CITY" s, Lessees, or Contractors, or CG 2026 Additional Insured – "CITY" s, 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, on the Builder's Risk Insurance, 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, or self-insured retentions, 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
100 N Main Street
Wildwood, FL 34785

The Contractor shall be responsible for all sub-Contractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the "CITY". At the option of the "CITY", the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The "CITY" shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the "CITY" of any insurance supplied by the Contractor, nor a failure to disapprove that insurance, shall relieve the Contractor of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - PROPOSAL DOCUMENTS

ECONOMY OF PRESENTATION

Each proposals package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFP. Emphasis in each proposals package must be on completeness and clarity of content. To expedite the evaluation of proposals packages, it is mandatory that Respondent follow the format and instructions contained herein. The "CITY" OF WILDWOOD is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested.

PROPOSALS PACKAGE GUIDELINES

To facilitate analysis of its proposals package, the Respondent shall prepare its proposals package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the Respondent's proposals package deviates from these instructions, such proposals package may, in the "CITY" OF WILDWOOD's sole discretion, be rejected.

The CITY OF WILDWOOD EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the Work Product Samples separately from the Proposal, labeling the sample clearly.

PROPOSALS PACKAGE SECTIONS

The Respondent shall organize its proposals package into the following major sections.

TABLE OF CONTENTS.

Tab A - STATEMENT OF INTEREST: To be submitted on the “VENDOR”'s letterhead. The statement of interest shall:

Concisely state the “VENDOR”'s understanding of the services required by the “CITY” OF WILDWOOD.

Include additional relevant information not requested elsewhere in the RFP.

The signature on the statement shall be that of a person authorized to represent and bind the “VENDOR”.

Tab B. “VENDOR” PROFILE: Complete Form 1. Attach a copy of the “VENDOR”'s current State of Florida, “CITY”, or Professional Regulation License to perform business.

Tab C. TEAM COMPOSITION and RESUMES: Provide an organizational chart showing any subcontractors and the relationship to the team. Provide resumes for key team members, not to exceed two pages each. Attach a copy of each person's current Professional Regulation License.

Tab D. BID FORM: Complete Form 2.

Tab E. ILLUSTRATIVE WORK: Complete Form 3. (Form 4 may be reproduced and attached in sequence.)

Tab F. REFERENCES: Provide a minimum of five references for work performed similar to the scope of this RFP. References must be for current, or recent, projects, and must be for the proposed project team members.

Tab G. ADDITIONAL INFORMATION: Provide information describing the “VENDOR”'s approach to performing the work advertised in Scope of Services of the RFP. Provide information demonstrating an understanding of the needs of the “CITY” of Wildwood. Provide other information that the “VENDOR” deems applicable to this RFP.

Tab H. ADDITIONAL REQUIRED DOCUMENTS: As specified in Part 1 of this RFP, listed within the Proposal Documents Checklist of Items Required to be submitted.

RFP COVER PAGE

Name of “VENDOR”, 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 N Main Street Wildwood, FL 34785 352-330-1330 352-330-1338 (fax)		CITY OF WILDWOOD REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE: February 15, 2023		DUE TIME: 1:30 p.m.		RFP # 2023 -05
TITLE: 4th of July Fireworks Display				
"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 #	_____ Addendum #
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, "VENDOR", 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
<i>This form must be completed and returned with your Submittal</i>				

PROPOSALS FORM FOR “CITY” OF WILDWOOD



Name of “VENDOR” Submitting Proposals _____

Name of Person Submitting Proposals _____

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 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.”

Signature

Date

RFP Number

[☐] 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

Statement of 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 Contractor 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 Proposals, 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 _____. Violation of this provision may result in disapproval 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" Financial Services 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. "VENDOR" s 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"s 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 "CITY" 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 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/Bids received. The "CITY" and/or his CONTRACTOR 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: "VENDOR" s 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. All RFP's/Bids 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 Wildwood 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 "VENDOR"s shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, "VENDOR", 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" s to "VENDOR" s is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. "VENDOR" s or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

"CITY" SHIP 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 "VENDOR" s 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 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: "VENDOR" s are fully and completely responsible for the labeling, identification and delivery of their submittals. The "CITY" 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.

THE "CITY" OF WILDWOOD is a political subdivision of the State of Florida and reserves 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 proposals 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: Next time is hereby established as the Official Time of the "CITY"s.

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 "VENDOR" name and the words, "Member of the "VENDOR"" 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"s intent to select a "VENDOR" within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be "VENDOR" and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The "VENDOR" s 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 proposals of the "VENDOR" 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"s representative. 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, Sumter County, 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 Piggybacks 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 "CITY". 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.

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/Bids 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 "CITY" 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 "CITY", 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:

This document must be completed and returned with your Submittal

(Signature and Date)

HOLD HARMLESS AGREEMENT

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.

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

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(Print or type name of "VENDOR")

- 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 "VENDOR"'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 RFP 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 RFP 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, "VENDOR" 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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

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

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the "VENDOR" of
(*"VENDOR" Name*) _____ whose address is
_____, and that I possess the legal authority to make this affidavit on behalf of myself
and the "VENDOR" for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the "VENDOR" have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, "VENDOR", or person submitting a bid proposal for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

"VENDOR" Name: _____

Date: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____ 20__

Personally Known _____

OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSALS PACKAGE

FORM 1

“VENDOR” PROFILE

Submitted by (*Company Name*):

Corporation	Partnership	Individual	Joint Venture
--------------------	--------------------	-------------------	----------------------

Other	Describe:		
-------	-----------	--	--

Florida Contractor License Number:			
------------------------------------	--	--	--

	Expiration Date:		
--	------------------	--	--

Office Location:			
------------------	--	--	--

Number of people in your organization:			
--	--	--	--

Length of time the Contractor has been doing business under this name in Florida:		years	
---	--	-------	--

Length of time your firm has provided services to governmental clients:		years	
---	--	-------	--

Under what other name(s) has your firm operated:			
--	--	--	--

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?			
---	--	--	--

YES	(attach a detailed explanation)		NO
-----	---------------------------------	--	----

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> <u>Project Manager:</u>		Client's Name & Address
Completion Date (Actual or Estimated):		
Contractor Fees (In Thousands)		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Entire Project: \$	Work for which "VENDOR" was/is responsible: \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u>		

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.

CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2022, 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 **4th of July Fireworks Display**

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- 05 Request for **4th of July Fireworks Display**

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 # 2023-05.
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:

"CITY" OF WILDWOOD

By: _____

By: Ed Wolf, Mayor

Date Signed: _____

ATTEST:

Contractor

By: _____

By: _____

Date Signed: _____

FIREWORKS DISPLAY

ADDENDUM NO. 1

DATE: January 30, 2023

Bid Number: RFP # 2023-05

This addendum forms a part of the Specifications and modifies the original Document as noted. Acknowledge receipt of this Addendum in the appropriate portion of **Part 3 – Scope of Work** with the submitted bid. Failure to do so may subject the proposer to disqualification.

Part 3 - SCOPE OF WORK

The City of Wildwood, Florida (“the “CITY””) is interested in selecting a qualified Contractor (“VENDOR”) that can provide the required services. The purpose of this RFP is to select qualified licensed contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide for the 4th of July Fireworks display.

Proposers shall provide three (3) references for similar projects/contracts, and proof of a minimum of five (5) years’ experience with Fireworks displays.

Contractor shall be in compliance with the following standards:

- a. American National Standards Institute (ANSI).
- b. Occupational Safety and Health Administration (OSHA)
- c. Conformance with any other applicable local codes and standards.

Option 1

Opener

30 - 3” finale salutes

30 - 3” assorted color finale shells

Body of Program

150 – 3” assorted color pattern and special effect shells

120 – 4” assorted color pattern and special effects shells

90 – 5” assorted color pattern and special effects shell

Low Level Effects

6 - 100 shot 1.5” multishot cakes

4 - 400 shot 1.5” multishot cakes

4 - 408 shot 1.5” multishot cakes

Grand Finale

60 - 3” finale salute shells

240 - 3" assorted color finale shells
60 - 4" assorted color finale shells
30 - 5" assorted color finale shells

Total Cost Option 1: _____

Option 2

Opener

30 - 3" finale salutes
30 - 3" assorted color finale shells

Body of Program

150 – 4" assorted color pattern and special effect shells
120 – 5" assorted color pattern and special effects shells
90 – 6" assorted color pattern and special effects shell

Low Level Effects

6 - 100 shot 1.5" multishot cakes
4 - 400 shot 1.5" multishot cakes
4 - 408 shot 1.5" multishot cakes

Grand Finale

60 - 3" finale salute shells
240 - 3" assorted color finale shells
60 - 4" assorted color finale shells
30 - 5" assorted color finale shells

Total Cost Option 2: _____

Option 3: "New Year's Eve Celebration" - December 31

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete firework display lasting no less than seven minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1 of said year.

2. Shells shall be "racked" and fired by licensed pyrotechnic company and appropriately trained personnel.

3. All fireworks to be included in the presentation are to be of premium quality such as 1.3 G and 1.4 G. No consumer grade fireworks are to be used.

4. The firework display should comprise a combination of one (1) inch to four (4) inch shells that meets the approval of the Sumter County Fire Department Fire Marshall. The breakdown for each section of the display shall be as follows:

5. Total Display Shells

600: 1" (inch) - 2.5" (inch) Premium single shot and multi shot cake effects

380: 3" (inch) Premium Fireworks Shells -variety of effects

120: 4" (inch) Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 1100

Total Cost Option 3: _____

Equipment or property owned or used by Contractor may be left on City facilities not in use. The City will identify locations that are appropriate for equipment storage. The City is not responsible for any stolen or damaged equipment while on City property. Upon conclusion and approval of the work completed the Contractor will remove all equipment from all City facilities.

Zambelli

FIREWORKS

CITY OF WILDWOOD

JULY 3, 2023



Fireworks proposal prepared by Zambelli Fireworks
Ernie Simmons

Operations Manager

(863) 287-9168

epsimms@aol.com

RFP COVER PAGE

Name of "VENDOR", Entity or Organization: Zambelli Fireworks Mfg. Co.	
Federal Employer Identification Number (FEIN): 25-1092931 State of Florida License Number (If Applicable): F94000001031 (SunBiz) Name of Contact Person: Ernie Simmons Title: Project Manager E-Mail Address: epsimms@aol.com	
Mailing Address: 1060 Holland Drive, Suite J Boca Raton, FL 33487 Street Address (if different): "CITY", State, Zip: Telephone: 561-395-0955 Fax: 561-395-1799	
Organizational Structure – Please Check One: Corporation ☒ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐ If Corporation: Date of Incorporation: August 3, 1960 State of Incorporation: PA States Registered in as Foreign Corporation: N/A	
Authorized Signature: Print Name: Ernie Simmons Signature:  Title: Project Manager Phone: 863-287-9168	
<i>This document must be completed and returned with your Submittal.</i>	

Zambelli

FIREWORKS

February 6, 2023

City of Wildwood
100 N Main Street
Wildwood, FL 34785

Fireworks Display for the City of Wildwood
RFP# 2023-05

To All Concerned Parties,

Zambelli Fireworks respectfully submits this proposal to the Fireworks Display for the City of Wildwood.

I have read and understand the entire RFP, and agree to the terms and scope of services within. This will be a combined high impact aerial and low level barrage cake display performed at the designated location.

The budget is all-inclusive including transportation as well as the set up and firing of display by a qualified Zambelli technician and crew. Zambelli is familiar with the site, procedures, and Fire personnel involved in your display.

Zambelli continues to hold the largest insurance policy in the industry at \$10 Million dollars per project and maintains safety and quality control standards of the highest level.

We look forward to continuing our relationship with the City to provide you with spectacular fireworks displays in the future. I can be contacted by phone at (863) 287-9168 or by email at esimmons@zambellifireworks.com or epsimms@aol.com.

Sincerely,



Ernie Simmons
Project Manager
Zambelli Fireworks
(863) 287-9168
epsimms@aol.com
esimmons@zambellifireworks.com

Boca Raton, FL
Raleigh, NC

Shafter, CA
Myrtle Beach, SC

120 Marshall Drive
Warrendale, PA 15086
1.800.245.0397
Fax #724.658.8318

Walkersville, MD
Denver, CO

Cincinnati, OH

FORM 1

“VENDOR” PROFILE

Submitted by (Company Name): **Zambelli Fireworks Mfg. Co.**

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

Florida Contractor License Number: **F94000001031 (SunBiz)**

Expiration Date: **N/A**

Office Location: **1060 Holland Drive, Suite J Boca Raton, FL 33487**

Number of people in your organization: **85**

Length of time the Contractor has been doing business under this name in Florida:

62 years

Length of time your firm has provided services to governmental clients:

62 years

Under what other name(s) has your firm operated: **Zambelli Fireworks Internationale**

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

(attach a detailed explanation)

NO

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

ZAMBELLI FIREWORKS MANUFACTURING CO.

Filing Information

Document Number	F94000001031
FEI/EIN Number	25-1092931
Date Filed	03/02/1994
State	PA
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/27/2010

Principal Address

1060 HOLLAND DRIVE
BOCA RATON, FL 33432

Changed: 04/04/2019

Mailing Address

120 Marshall Drive
Warrendale, PA 15086

Changed: 04/22/2019

Registered Agent Name & Address

Zambelli, Jr. , George R
1060 Holland Drive
Suite J
BOCA RATON, FL 33487

Name Changed: 09/14/2022

Address Changed: 05/09/2022

Officer/Director Detail

Name & Address

Title Treasurer

Rieck, Michael
120 Marshall Drive
Warrendale, PA 15086

Title Corporate Secretary

Fredrickson, Danielle J
1060 HOLLAND DRIVE
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date
2022	05/09/2022
2022	09/14/2022
2023	01/23/2023

Document Images

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Your Personalized Zambelli Fireworks Team and Technicians

Ernie Simmons
Project Manager/Facility Operations Manager
(863) 287-9168 Cell
epsimms@aol.com

Ernie Simmons has been designing and displaying shows for Zambelli Fireworks for more than 45 years. He has produced and fired displays both nationally and internationally. Ernie works closely with customers to insure that all logistics and planning are accomplished in the most efficient manner. Additionally, he acts as the Zambelli Colorado Facility and Operations Manager overseeing the logistics and ATF regulations for all shows within the State of Florida

Danielle Fredrickson
Senior Customer Service Manager
561-395-0955 x1202
dfredrickson@zambellifireworks.com

Danielle has been the person who works behind the scenes to make everything regarding the fireworks show logistics come together for the last 13 years. She will work on the permit applications, certificates of insurance, technician coordination, area site maps, and can answer any question you may have regarding your fireworks display.

Zambelli

FIREWORKS

Technician Resume

Justin Pinner
585 W Hoffman Street
Lake Alfred, FL 33850

Cell Phone: (863) 258-7045

DOB 05/02/1990

Years of Experience: 4

Display References:

City of Deltona
City of Wildwood

Zambelli

FIREWORKS

Technician Resume

Tech # 95957

William Pinner

1970 E. Osceola Parkway, #245

Kissimmee, FL 34743

(407) 924-6283

DOB: 07/31/1964

Display References

City of Orange City, FL

City of Cocoa Beach, FL

City of Deltona, FL

Mr. William Pinner has worked for Zambelli, as a pyrotechnician, for 7+ years. He has worked as a lead technician as well as an assistant on numerous displays of like size and complexity.

FIREWORKS DISPLAY

ADDENDUM NO. 1

DATE: January 30, 2023

Bid Number: RFP # 2023-05

This addendum forms a part of the Specifications and modifies the original Document as noted. Acknowledge receipt of this Addendum in the appropriate portion of **Part 3 – Scope of Work** with the submitted bid. Failure to do so may subject the proposer to disqualification.

Part 3 - SCOPE OF WORK

The City of Wildwood, Florida ("the "CITY") is interested in selecting a qualified Contractor ("VENDOR") that can provide the required services. The purpose of this RFP is to select qualified licensed contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide for the 4th of July Fireworks display.

Proposers shall provide three (3) references for similar projects/contracts, and proof of a minimum of five (5) years' experience with Fireworks displays.

Contractor shall be in compliance with the following standards:

- a. American National Standards Institute (ANSI).
- b. Occupational Safety and Health Administration (OSHA).
- c. Conformance with any other applicable local codes and standards.

Option 1

Opener

30 - 3" finale salutes

30 - 3" assorted color finale shells

Body of Program

150 – 3" assorted color pattern and special effect shells

120 – 4" assorted color pattern and special effects shells

90 – 5" assorted color pattern and special effects shell

Low Level Effects

6 - 100 shot 1.5" multishot cakes

4 - 400 shot 1.5" multishot cakes

4 - 408 shot 1.5" multishot cakes

Grand Finale

60 - 3" finale salute shells

240 - 3" assorted color finale shells
60 - 4" assorted color finale shells
30 - 5" assorted color finale shells

Total Cost Option 1: 29,000

Option 2

Opener

30 - 3" finale salutes
30 - 3" assorted color finale shells

Body of Program

150 - 4" assorted color pattern and special effect shells
120 - 5" assorted color pattern and special effects shells
90 - 6" assorted color pattern and special effects shell

Low Level Effects

6 - 100 shot 1.5" multishot cakes
4 - 400 shot 1.5" multishot cakes
4 - 408 shot 1.5" multishot cakes

Grand Finale

60 - 3" finale salute shells
240 - 3" assorted color finale shells
60 - 4" assorted color finale shells
30 - 5" assorted color finale shells

Total Cost Option 2: 34,000

Option 3: "New Year's Eve Celebration" - December 31

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete firework display lasting no less than seven minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1 of said year.
2. Shells shall be "racked" and fired by licensed pyrotechnic company and appropriately trained personnel.

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Seminole Tribe - Ft Pierce Fireworks 3502 Minnie Tommie Howard Dr., Ft Pierce, FL 34945 <u>Project Manager:</u> Anthony Sawdey		<u>Client's Name & Address</u> Seminole Tribe - Ft Pierce 6300 Stirling Road Hollywood, FL 33024
Completion Date (Actual or Estimated): 06/29/22		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Kristy Smith Tribe Council Special Assistant kristysmith@semtribe.com 772-461-7363
<u>Contractor Fees (In Thousands)</u> N/A		
<u>Entire Project:</u> \$ 12,000.00	<u>Work for which "VENDOR" was/is responsible:</u> \$ 12,000.00	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) 8 minute aerial fireworks display		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible) Fully responsible for set-up, firing and tear down		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u> William Pinner		

Immigration Affidavit Certification

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> City of Wildwood Fireworks Display 100 N Main Street, Wildwood, FL 34785 <u>Project Manager:</u> Ernie Simmons		<u>Client's Name & Address</u> City of Wildwood 11 N Main Street Wildwood, FL 34785
Completion Date (Actual or Estimated): 7/3/22		
<u>Contractor Fees (In Thousands)</u> N/A		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Amanda Salazar Director of Parks & Recreation asalazar@wildwood-fl.gov 352-461-0134
<u>Entire Project:</u> \$ 28,000.00	<u>Work for which "VENDOR" was/is responsible:</u> \$ 28,000.00	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> 20 minute aerial fireworks display to celebrate Independence Day		
<u>Nature of "VENDOR"'s Responsibility in Project (Please give quantitative indications wherever possible)</u> Fully responsible for set-up, firing and tear down.		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u> - William Pinner / Justin Pinner		

Immigration Affidavit Certification

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Omni Amelia Resort Fireworks 39 Beach Lagoon Road, Amelia Island, FL 32034 <u>Project Manager:</u> Ernie Simmons		<u>Client's Name & Address</u> Omni Amelia Island Resort 39 Beach Lagoon Road Amelia Island, FL 32034
Completion Date (Actual or Estimated): 10/12/22		
<u>Contractor Fees (In Thousands)</u> N/A		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Gary Bliel Director of Recreation Gbliel@omnihotels.com 904-277-5992
<u>Entire Project:</u> \$ 8,500.00	<u>Work for which "VENDOR" was/is responsible:</u> \$ 8,500.00	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> 6 minute aerial fireworks display shot from beach		
<u>Nature of "VENDOR"'s Responsibility in Project (Please give quantitative indications wherever possible)</u> Fully responsible for set-up, firing and tear down		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u> William Pinner		

Immigration Affidavit Certification

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Bellalago Club Fireworks 1200 Lago Vista Court, Kissimmee, FL <u>Project Manager:</u> Ernie Simmons		<u>Client's Name & Address</u> Bellalago Club 1200 Lago Vista Court Kissimmee, FL 34746
Completion Date (Actual or Estimated): 10/29/22		
<u>Contractor Fees (In Thousands)</u> N/A		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Amy Mallinder, Dir. Lifestyle Svcs. amallinder@evergreen.lm.com 877-221-6919
<u>Entire Project:</u> \$ 7,500.00	<u>Work for which "VENDOR" was/is responsible:</u> \$ 7,500.00	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) 6 minute aerial fireworks display		
<u>Nature of "VENDOR"s Responsibility in Project</u> (Please give quantitative indications wherever possible) Fully responsible for set-up, firing and tear down		
<u>"VENDOR"s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"s Project</u> William Pinner		

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Project #1:	
Project Name: City of Palm Bay Independence Day Fireworks	
Type of Project/Service: 30 minute Aerial Fireworks Display	
Address: 250 Community College Parkway, Palm Bay, FL 32909	
Contracting Agency/Client: City of Palm Bay	
Contact Name and Phone #: Troy Cox (321) 733-3007	
Contact Email Address and Fax #: troy.cox@pbfl.org	
Contract Amount: 27,144	Date Work Performed: 07/02/2022

Project #2:	
Project Name: City of Orlando July 4th Fireworks	
Type of Project/Service: 20 minute Aerial Fireworks Display from barge	
Address: Lake Eola, Orlando, FL 32801	
Contracting Agency/Client: City of Orlando	
Contact Name and Phone #: April Reynolds (407) 246-3095	
Contact Email Address and Fax #: april.reynolds@orlando.net	
Contract Amount: 35,000	Date Work Performed: 07/04/2019

Project #3:	
Project Name: Wellington July 4th Fireworks Display	
Type of Project/Service: 20 minute Aerial Fireworks Display	
Address: 11700 Pierson Road, Wellington, FL 33414	
Contracting Agency/Client: Village of Wellington	
Contact Name and Phone #: Michelle Garvey (561) 791-4000	
Contact Email Address and Fax #: mgarvey@wellingtonfl.gov	
Contract Amount: 55,000	Date Work Performed: 07/04/2022

Project #4:	
Project Name: City of Winter Haven Independence Day Fireworks	
Type of Project/Service: 25 minute Aerial Fireworks Display	
Address: Lake Silver @ MLK Park, Winter Haven, FL 33883	
Contracting Agency/Client: City of Winter Haven	
Contact Name and Phone #: Judie Serode (863) 298-5556	
Contact Email Address and Fax #: jserode@mywinterhaven.com	
Contract Amount: 19,800	Date Work Performed: 07/02/2022

Project #5:	
Project Name: City of Edgewater July 4th Fireworks	
Type of Project/Service: 30 minute Aerial Fireworks Display	
Address: 104 N Riverside Drive, Edgewater, FL 32132	
Contracting Agency/Client: City of Edgewater	
Contact Name and Phone #: Samantha Bergeron (386) 410-3578	
Contact Email Address and Fax #: sbergeron@cityofedgewater.org	
Contract Amount: 20,000	Date Work Performed: 07/04/2022

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Insurance Liability Coverage: \$10 Million dollars (per show coverage) for each Fireworks Display. Zambelli uses the highest insurance premium in the industry

Permit/Fire Dept: Zambelli Fireworks will secure all needed permits (unless otherwise specified by the City) and organize plans directly with Fire and Safety Authorities.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

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FIREWORKS

Product List-City of Wildwood

Insert proposal pages here

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Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to, with which we create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air** Just as any TV, radio or Big Screen Production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.
- **Shell Size Combinations** A common way for companies to set a show is to shoot all 2 inch shells, then all 3 inch shells, then all 4 inch shells, etc. While this makes it easy for a technician, it is simply boring. Zambelli technicians are trained to set shows to create the ultimate in shell combinations for the various firing sites. For example, firing two 3 inch Gold Kamuro Willow shell (400 ft.) and six 2.5 inch Purple Dahlias is a great, beautiful combination. Firing two 3 inch Pink strobing lights and six 2.5 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 200 to 400 ft in the air.
- **Rhythm and Intensity** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to flow. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.
- **Finales** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli deigns finales that start slower and lower. For example, 3 inch peony finale shells fired every half-second for 20 seconds may then grow in intensity to include white or silver glittering for the next 20 seconds. Then larger 4 inch blue cracking spiders take over while 3 inch white coconut trees are laying the ground cover. Finally the 100 3 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles.

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FIREWORKS

Details of Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention... "The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

The purpose of the opener is to impress on your audience that they are about to see something spectacular. A well-designed Zambelli opener will grab the crowd's attention and prepare them for a wonderful fireworks display.

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

Different size shells will be breaking simultaneously throughout the display. This allows us to vary the intensity of the show, but more importantly create beautiful canvases of color and effect in the sky, that stimulate both visually and audibly.

BARRAGES OF MULTI-SHOT DEVICES: Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2".

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GRAND FINALE: and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 300 ft in the air.

The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.

Products:

Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2017 July 4th display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

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FIREWORKS

WHY CHOOSE ZAMBELLI?

Zambelli Fireworks prides itself on being able to provide the largest “bang for your buck.” We have a Florida network which is unrivaled in the industry. With our offices in Boca Raton, a permanent storage facility in Okeechobee, and technicians around the state, Zambelli can pass the savings these local facilities provide, onto you. We can offer more shells, regular site visits for safety, and local technicians and management to ensure you receive the best production possible.

Zambelli Fireworks believes in honesty and integrity as a core company philosophy. We invite, and encourage, our clients to audit our firing sites for quality and quantity of our fireworks and equipment.

Experience and Qualifications

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is one of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL and the western office is located in Bakersfield, CA. Zambelli Fireworks currently employs over 40 full-time individuals and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 100 years.

The Zambelli name is recognized and respected, worldwide. Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

Zambelli

FIREWORKS

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy.

George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

Many of the most sought-after master pyrotechnicians in the industry are longtime employees of Zambelli Fireworks.

Experience means quality. Zambelli Fireworks is proud to have a number of individuals who have made long careers within the pyrotechnics industry. The Senior Plant Manager has over 35 years experience in fireworks, the Senior Choreographer/Show Designer has over 25 years experience in fireworks, and the Senior Product Manager has over 25 years experience choosing the highest quality shells and equipment. These individuals' dedication to the artistry of pyrotechnics creates a scenario for quality fireworks shows for every client, large and small.

There's a tremendous dedication to technician training to ensure the most safe display with the highest quality production.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks exists as the largest fireworks company in the United States for one reason...customer service and satisfaction EVERY SHOW!

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

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COMPANY EXPERIENCE:

Internationally Known Programs

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

Top U.S. Festivals and Civic Celebrations

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

Sports Franchises and Venues

Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Washington Redskins, Pittsburgh Steelers, Ft. Myers Miracle, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem War Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

Florida and Caribbean Displays

Tampa Gasparilla Pirate Festival, Annual FFEA conference, Edison Ft. Myers Festival of Light, Orlando July 4th, Boca Raton July 4th, Sanibel Island July 4th, Naples July 4th and New Year's Eve, Sarasota July 4th, the Florida State Fair, Coconut Creek Festival, City of Winter Haven, Nevis West Indies, St. Thomas NYE, Puerto Rico NYE, and many more!

Zambelli

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Your Personalized Zambelli Fireworks Team and Technicians

Ernie Simmons
Operations Manager
Senior Project Manager
863-287-9168 cell
epsimms@aol.com

Ernie has worked with Zambelli Fireworks since 1978 designing, shooting and training technicians. His primary roles include training both fireworks technicians and Fire Marshals/Safety Officials, and of course lead technician on dozens of shows annually.

Danielle Fredrickson
Senior Customer Service Manager
561-395-0955
daniellefredrickson@zambellifireworks.com

Danielle is the person who works behind the scenes to make everything regarding the fireworks show logistics come together. She will work on the permit applications, certificates of insurance, technician coordination, area site maps, and can answer any question you may have regarding your fireworks display.

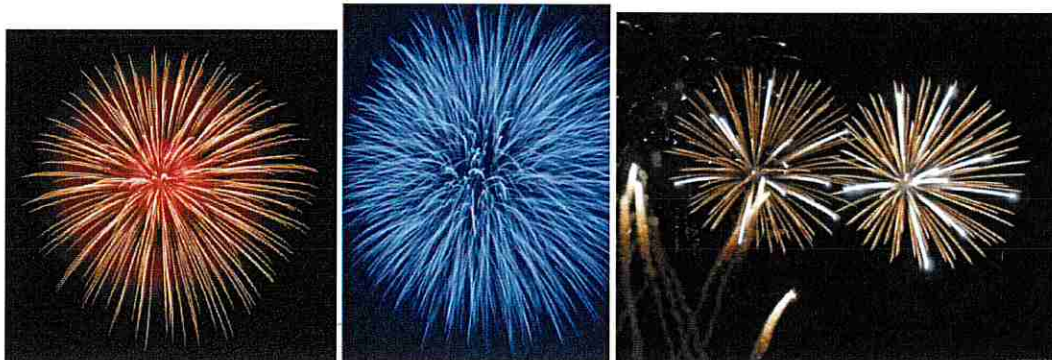
Zach Taminosian
Senior Designer/Choreographer
561-395-0955 office
239-225-8012 cell
zach@zambellifireworks.com

Zach has worked for Zambelli Fireworks for more than twelve years. His in-depth knowledge of show design and choreography is second-to-none. He is tasked with designing some of the largest displays in the United States. Zach also works tirelessly to buy the best fireworks from around the world

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FIREWORKS

Chrysanthemums



Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Body

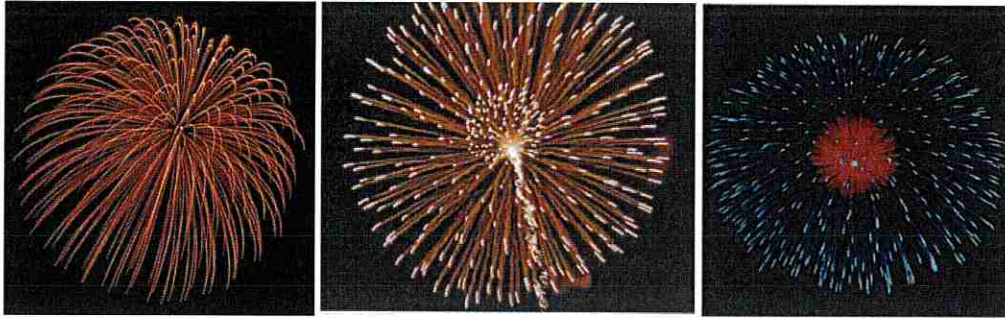
Red Chrys
Green Chrys
Yellow Chrys
Blooming Silvery Chrys
Blue Chrys
Red, White and Blue Chrys
Green to Purple Chrys
Varied Colorful Flowers
Multi-Color Chrys
Golden Chrys w/rising tails
Silver to Purple Chrys
Glittering Silver to Red Chrys
Purple Chrys with White Pistil
Red Chrys with white Pistil
Gold Wave to Red/Blue Chrys

Red to Blue Chrys.
Silver to Green Chrys.
Gold Chrys. w/ rising tails
Glitter Silver to Red Chrys
White Twinkling Chrys.
Spangle Chrys. w/rising tails
Orange Chrys. w/rising tails
Purple Chrys
Yellow Chrys
Silver Chrys w/rising tails
Silver to Green Chrys
Variegated Rainbow Chrys
Green Chrys with Green Pistil
Silver and Gold Chrys
Multi-Color Chrys to Popping Flowers

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FIREWORKS

Peonies



Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Body

White Peony
Silver Wave to Purple Peony
Yellow Peony
Purple Peony w/Gold Palm
Variegated Peony (rainbow)
Red, White and Blue Peony
Silver to Red Peony
Orange Peony
Silver Wave to Blue Peony
Red to Silver Peony
Golden Peony
Red and Green Peony
Color Changing Peony
Popping Peony (Red)
Half Blue Half Red Peony
Half Green Half White Peony
Pink Peony
Green to Silver to Blue Peony

Blue Peony w/Blue Palm Tree.
Multi-Colored Peony
Green Peony w/Gold Palm Tree
Red to Blue Peony
White Peony w/Blue Pistil
Glittering Peony
Silver to Blue Peony
Half Green Half White Peony
Silver Wave to Purple Peony
Green to Purple Peony
Blue Peony w/titanium reports
Blue to Silver Peony
Sparkling Peony w/Pistil
Popping Peony (White)
Half White Half Red Peony
Golden Waves to Purple Peony
Brilliant Orange Peony
Red to White to Blue Peony

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FIREWORKS

Crossettes



Description: A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

Blue Crossettes
Red to Blue Crossettes
Variegated Rainbow Crossettes
Crackling Crossettes
Red to Green Crossettes
Green to Purple Crossettes
Red Crossette Palm Tree
White Flitter Crossettes

Green to Blue Crossettes
Silver Crossettes
Purple and White Crossettes
Gold Crossettes w/rising tails
Green Crossette w/green Tails
Rainbow Crossettes w/red Tails
Blue Crossette Palm Tree
Silver Crossettes

Zambelli

FIREWORKS

Duration/Lingering Effects (Willows, Brocades, Kamuros)



Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

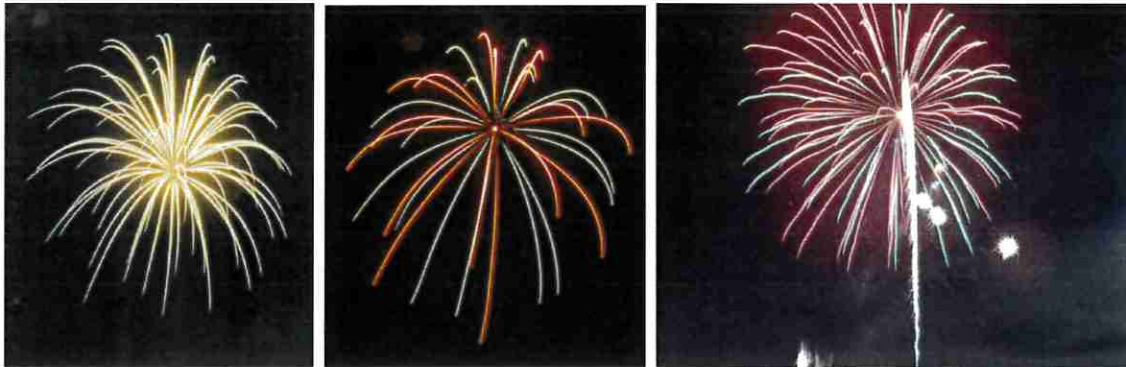
Twilight Glitter w/Purple
Brocade Crowns
Brocade Crown to Purple
Variegated Falling Leaves
Long Duration Kamuro
Pixie Dust Willows
White Poca Shells

Twilight Glitter w/Red
Long Duration Red Falling Leaves
Brocade Crown to Red
Purple Falling Leaves
Super Brocade Crowns
Ultra-Long Duration Gold Kamuro
Gold Poca Shells

Zambelli

FIREWORKS

Dahlias



Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

Assorted Color Dahlia
Green Dahlia w/Pistil
Yellow Dahlia w/Pistil
Pink Dahlia
Gold Strobe Dahlia
Red Strobe Dahlia
Variegated Dalia
Purple and Red Dahlia

Blue Dahlias w/Pistil
Red Dahlia w/Pisitl
Red and Blue Dahlia
Silver Dahlia
Blue Strobe Dahlia
Purple Strobe Dahlia
White Dahlie w/Purple Tips
White Dahlia w/Red Tips

Zambelli

FIREWORKS

Patterns



Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Red Palm Trees
Red Hearts
Green to Purple Ring
Octopus Shells
Saturn Rings
Smile Faces
Green to Blue Crossing Rings
White/Red Bowtie in Ring

Blue Palm Trees
Triple Rings
Saturn Blasts
Meteor Rings
Crackling Palm Trees
Triple Rings w/scattering stars
Half White Half Purple Ring

Zambelli

FIREWORKS

Specialty Shells



Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Silver Bees
Horsetails
Large Silver Whirls (Serpents)
Trees of Many Colors
Peacock Feathers
Thousands of Gold Waves
Peacock Tails
Silver and Purple Strobes
Treasure Chests
Green Magnesium to Fast Strobe
Multi-Color Shell of Shells

Blue Bees
Aluminum King Shells
Blue and Red Spiders
Kaleidoscopes
Gold Sparkling Kamikazes
Thousands of Red Waves
Red, White, Blue Dragon Eggs
Popping Flowers
Red Shell of Shells
Green Shell of Shells
Tourbillion and Multi-Color

Zambelli

FIREWORKS

Specialty Noise



Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight
Diamond Screamer Whistles
Crackling Double Rings
Crackling Coconut Trees
Twice Crackling Rain
Blue Crackling Flowers
Artillery Titanium
Gold Crackling Chrys

Serpents with Reports
Large Silver Screaming Whirls
White and Green Scattering
Blue Crackling Spiders
Tourbillion w/Reports
Green Crackling Flowers
Thundering Tourbillions
Whistles and Stars

Zambelli

FIREWORKS

Barrage Cakes



Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaus in tandem with aerial shells breaking around the multi-shot devices. Below are an example of the various types and designs.

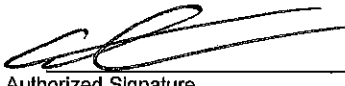
- | | |
|--|---------------------------------------|
| 35 Shot White Flitter Comet Box | 119 Shot Rapid Fired Gold Comets |
| 35 Shot Red Crossette Fan Box | 192 Shot Fast Pearl Zippers |
| 35 Shot Thunder Tourbillion Fan Box | 96 Shot Peacock Tails |
| 35 Shot Dragon Eggs w/Tails | 140 Shot Silver Rain |
| 36 Shot Silver Fish with Tourbillion | 80 Shot V-Shape Silver Coconuts |
| 36 Shot Assorted Colorful Falling Leaves | 80 Shot V-Shape Rainbow Chrys. |
| 36 Shot Gold Twinkling Kamuro Box | 200 Shot Whistling Comets |
| 36 Shot Red and Blue Crossettes | 70 Shot Z-Shape Midnight Snow |
| 49 Shot Red and Silver Moons | 400 Shot V Shape Rapid Fire Box |
| 49 Shot Red Crackling Tails | 408 Shot Zipper Rapid Fire Box |
| 49 Shot Silver Crossettes | 300 Shot Finale Comet Box |
| 49 Shot Red and Green Crossettes | 665 Shot Silver Barriers |
| 100 Shot Hammer Boxes | Angle Wipe Devices – (various angles) |
| 100 Shot Brocade Crowns | Zipper Curtain Devices |
| 100 Shot Blue Crossettes with Tails | Zipper Chase Devices |
| 100 Shot Variegated Peonies | Fan Chase Devices |
| 136 Shot W Shape Purple Kamuro | 136 Shot W-Shape Silver to Green |
| 300 Shot 8 Shape White Strobe | 300 Shot 8 Shape Red Pear Comets |
| 372 Shot W-Shape Golden Willow | 408 Shot Z Shape Lime Green Pearl |

Zambelli

FIREWORKS

Zambelli Fireworks has had no litigation within the past 5 years

PROPOSER'S CERTIFICATION

Submit To: City of Wildwood 100 N Main Street Wildwood, FL 34785 352-330-1330 352-330-1338 (fax)		CITY OF WILDWOOD REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: February 15, 2023		DUE TIME: 1:30 p.m.	
RFP # 2023 -05			
TITLE: 4th of July Fireworks Display			
"VENDOR" NAME: Zambelli Fireworks Mfg. Co.		PHONE NUMBER: 561-395-0955	
"VENDOR" MAILING ADDRESS: 1060 Holland Drive, Suite J		FAX NUMBER: 561-395-1799	
"CITY"/STATE/ZIP: Boca Raton, FL 33487		E-MAIL ADDRESS: epsimms@aol.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."			
1 Addendum # Addendum # Addendum # Addendum # Addendum #			
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, "VENDOR", 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."			
Ernie Simmons, Project Manager _____ Authorized Agent Name, Title (Print)		 _____ Authorized Signature	
		02/06/2023 _____ Date	
<i>This form must be completed and returned with your Submittal</i>			

FIREWORKS DISPLAY

ADDENDUM NO. 1

DATE: January 30, 2023

Bid Number: RFP # 2023-05

This addendum forms a part of the Specifications and modifies the original Document as noted. Acknowledge receipt of this Addendum in the appropriate portion of **Part 3 – Scope of Work** with the submitted bid. Failure to do so may subject the proposer to disqualification.

Part 3 - SCOPE OF WORK

The City of Wildwood, Florida ("the "CITY"") is interested in selecting a qualified Contractor ("VENDOR") that can provide the required services. The purpose of this RFP is to select qualified licensed contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide for the 4th of July Fireworks display.

Proposers shall provide three (3) references for similar projects/contracts, and proof of a minimum of five (5) years' experience with Fireworks displays.

Contractor shall be in compliance with the following standards:

- a. American National Standards Institute (ANSI).
- b. Occupational Safety and Health Administration (OSHA)
- c. Conformance with any other applicable local codes and standards.

Option 1

Opener

30 - 3" finale salutes

30 - 3" assorted color finale shells

Body of Program

150 – 3" assorted color pattern and special effect shells

120 – 4" assorted color pattern and special effects shells

90 – 5" assorted color pattern and special effects shell

Low Level Effects

6 - 100 shot 1.5" multishot cakes

4 - 400 shot 1.5" multishot cakes

4 - 408 shot 1.5" multishot cakes

Grand Finale

60 - 3" finale salute shells

240 - 3" assorted color finale shells
60 - 4" assorted color finale shells
30 - 5" assorted color finale shells

Total Cost Option 1: 29,000

Option 2

Opener

30 - 3" finale salutes
30 - 3" assorted color finale shells

Body of Program

150 - 4" assorted color pattern and special effect shells
120 - 5" assorted color pattern and special effects shells
90 - 6" assorted color pattern and special effects shell

Low Level Effects

6 - 100 shot 1.5" multishot cakes
4 - 400 shot 1.5" multishot cakes
4 - 408 shot 1.5" multishot cakes

Grand Finale

60 - 3" finale salute shells
240 - 3" assorted color finale shells
60 - 4" assorted color finale shells
30 - 5" assorted color finale shells

Total Cost Option 2: 34,000

Option 3: "New Year's Eve Celebration" - December 31

1. The successful proposer will provide all necessary transport, equipment, personnel, and material for set up, display show, tear down and provide a complete firework display lasting no less than seven minutes. The scheduled time of launching will be at 12:00 am (Midnight), on January 1 of said year.

2. Shells shall be "racked" and fired by licensed pyrotechnic company and appropriately trained personnel.

3. All fireworks to be included in the presentation are to be of premium quality such as 1.3 G and 1.4 G. No consumer grade fireworks are to be used.

4. The firework display should comprise a combination of one (1) inch to four (4) inch shells that meets the approval of the Sumter County Fire Department Fire Marshall. The breakdown for each section of the display shall be as follows:

5. Total Display Shells

600: 1" (inch) - 2.5" (inch) Premium single shot and multi shot cake effects

380: 3" (inch) Premium Fireworks Shells -variety of effects

120: 4" (inch) Premium Fireworks Shells -variety of effects

TOTAL SHELL COUNT: 1100

Total Cost Option 3: 12,000

Equipment or property owned or used by Contractor may be left on City facilities not in use. The City will identify locations that are appropriate for equipment storage. The City is not responsible for any stolen or damaged equipment while on City property. Upon conclusion and approval of the work completed the Contractor will remove all equipment from all City facilities.

PROPOSALS FORM FOR "CITY" OF WILDWOOD



Name of "VENDOR" Submitting Proposals Zambelli Fireworks Mfg. Co.

Name of Person Submitting Proposals Ernie Simmons

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 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."


Signature

02/06/2023
Date

2023-05
RFP Number

[☐] 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

Statement of Terms and Conditions

Pressure Washing Services – City of Wildwood

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 Contractor 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 Proposals, 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 _____.

Violation of this provision may result in disqualification of the party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (IBID) must be submitted in writing to the "CITY's" Financial Services 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. "VENDOR" 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's" 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 "CITY" 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 or addendum. 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 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/Bids received. The "CITY" and/or its CONTRACTOR 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: "VENDOR" s 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. 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 Wildwood 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 "VENDOR's" shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, "VENDOR", or person to submit a collusive or sham Proposal 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 "VENDOR" s is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. "VENDOR" s or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

"CITY" SHIP 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 "VENDOR" s 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 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: "VENDOR" s are fully and completely responsible for the labeling, identification and delivery of their submittals. The "CITY" 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.

THE "CITY" OF WILDWOOD is a political subdivision of the State of Florida and reserves 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 proposals 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 remain unchanged 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" s.

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 "VENDOR" name and the words, "Member of the "VENDOR"" 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's" intent to select a "VENDOR" within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be "VENDOR" and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The "VENDOR" s 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 proposals of the "VENDOR" 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's" representative. 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, Sumter County, 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 Piggybacks 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 "CITY". 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 Proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

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/Bids 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 "CITY" 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 "CITY", 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/Bidder's expense. Each sample shall be labeled with the Proposer/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer/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.

This document must be completed and returned with your Submittal

(Signature and Date)

02/06/2023

HOLD HARMLESS AGREEMENT

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.

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.

Zambelli Fireworks Mfg. Co. / Ernie Simmons
Contractor/ "VENDOR"-Print Name


Signature

Fireworks Display 2023-05
Project Name

02/06/2023
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

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Zambelli Fireworks Mfg. Co.

(Print or type name of "VENDOR")

- 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 "VENDOR"'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 RFP 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 RFP 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, "VENDOR" or corporation complies fully with the requirements set forth herein".


Authorized Signature

02/06/2023

Date Signed

State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 6th day of February, 2023

Personally known X or Produced Identification _____
(Specify Type of Identification)


Signature of Notary

My Commission Expires 08/04/2026



DANIELLE FREDRICKSON
Comm.: # HH 297432
Expires: August 4, 2026
Notary Public - State of Florida

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 Ernie Simmons, Project Manager

{print individual’s name and title}

for Zambelli Fireworks Mfg. Co.

{print name of entity submitting sworn statement}

whose business address is 120 Marshall Dr., Warrendale, PA 15086

and (if applicable) its Federal Employer Identification Number (FEIN) is 25-1092931 (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.



{signature}

02/06/2023

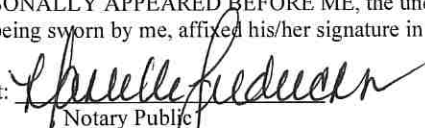
{date}

State of Florida

County of Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Ernie Simmons, who after first being sworn by me, affixed his/her signature in the space provided above on this 6th day of February, 2023.

Attest:



Notary Public

My commission expires: 08/04/2026



DANIELLE FREDRICKSON

Comm.: # HH 297432

Expires: August 4, 2026

Notary Public - State of Florida

this document must be completed and returned with your Submittal



Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (*printed name*) Ernie Simmons am the
(*title*) Project Manager and the duly authorized representative of the "VENDOR" of
(*"VENDOR" Name*) Zambelli Fireworks Mfg. Co. whose address is
1060 Holland Drive, Suite J Boca Raton, FL 33487
, and that I possess the legal authority to make this affidavit on behalf of myself
and the "VENDOR" for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the "VENDOR" have any conflicts of interest, real or
apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation,
"VENDOR", or person submitting a bid proposal for the same services and is in all respects fair and without collu
sion or fraud.

EXCEPTIONS (List) None

Signature: 

Printed Name: Ernie Simmons

"VENDOR" Name: Zambelli Fireworks Mfg. Co.

Date: 02/06/2023

State of Florida

County of Palm Beach

Sworn to and subscribed before me this 6th day of February 2023

Personally Known X

OR Produced Identification _____, Type of Identification _____

My Commission Expires 08/04/2026

Danielle Fredrickson

(Printed, typed, or stamped commissioned name of notary)



DANIELLE FREDRICKSON
Comm.: # HH 297432
Expires: August 4, 2026
Notary Public - State of Florida

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSALS PACKAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2023

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 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 Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com														
INSURED Zambelli Fireworks Mfg. Co. 120 Marshall Dr. Warrendale PA 15086	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : JAMES RIVER INS CO</td><td>12203</td></tr><tr><td>INSURER B : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C : Axis Surplus Lines Insurance Co.</td><td>26620</td></tr><tr><td>INSURER D : Arch Speciality Ins Co</td><td>21199</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : JAMES RIVER INS CO	12203	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Axis Surplus Lines Insurance Co.	26620	INSURER D : Arch Speciality Ins Co	21199	INSURER E :		INSURER F :	
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INSURER D : Arch Speciality Ins Co	21199														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 27916430

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 ☐ PRO-JECT ☐ LOC OTHER:			00127051-1	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00277-231	2/1/2023	2/1/2024	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 \$			P-001-000791202-02	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2			UXP1048057-01	2/1/2023	2/1/2024	Each Occ/ Aggregate \$5,000,000 Total Combined Excess \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

SAMPLE

CERTIFICATE HOLDER**CANCELLATION**

Sample

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2023

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 The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	CONTACT NAME: Dina Daniele PHONE (A/C, No, Ext): 215-567-6300 FAX (A/C, No): 215-525-0236 E-MAIL ADDRESS: DANIELE_UNIT@grahamco.com
INSURED Zambelli Fireworks Manufacturing Co. 120 Marshall Drive Warrendale, PA 15086	INSURER(S) AFFORDING COVERAGE INSURER A: Argonaut Insurance Company INSURER B: PinnaclePoint Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19801 15137

COVERAGES**CERTIFICATE NUMBER:** 35759723**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC928838697544 WCP7001893	2/1/2023 2/1/2023	2/1/2024 2/1/2024	X PER STATUTE E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SAMPLE

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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: Zambelli Fireworks Mfg. Co.

Print Name: Ernie Simmons Title: Project Manager

Signature [Signature] Date: 02/06/2023

State of Florida County of Palm Beach

The foregoing instrument was signed and acknowledged before me this 6th day of February, 20 23, by

Ernie Simmons who has produced DL# S552-200-45-451-0 as identification.
(Print or Type Name) (Type of Identification and Number)

[Signature]
Notary Public Signature

Danielle Fredrickson
Printed Name of Notary Public

HH297432 - 08/04/2026
Notary Commission Number/Expiration



DANIELLE FREDRICKSON
Comm.: # HH 297432
Expires: August 4, 2026
Notary Public - State of Florida

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

CONTRACT

THIS AGREEMENT is made this ____ day of _____, 2022, 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 **4th of July Fireworks Display**

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- 05 Request for **4th of July Fireworks Display**

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 # 2023-05.
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

Name: Jason McHugh

Address: 100 N Main Street, Wildwood, FL 34785

Title: City Manager

Date: _____

FOR THE CONTRACTOR

Name: Ernie Simmons

Address: 1060 Holland Drive, Suite J Boca Raton, FL 33487

Title: Project Manager

Date: _____

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

By: _____

By: _____

Date Signed: _____

Project: RFP #2023-05
Fireworks Display

Date _____

Shandy Ad 4/20/23

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BID OPENING RFP#2023-05

FEBRUARY 15, 2023 1:30pm

[illegible]

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Contract Documents with G3 Development for Downtown Redevelopment**

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity: G3 Development

Effective Date:

Termination Date:

Managing Division/Department: Executive Department

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

During the summer of 2021, the City acquired ownership of Parcels G06L152, G06L156, G06L165, and G06L154, which are located on the west side of US 301 in downtown Wildwood. Two of the parcels, G06L152 and G06L156, have remained vacant for many years, and the commercial structures located on the property are in disrepair and are not suitable for occupancy. The City Commission has previously expressed interest in redeveloping these commercial properties with the intent of preserving the architectural features of the buildings.

The City adopted the Downtown Master Plan in November of 2021, which established the vision and framework for the redevelopment of the City's downtown. The properties listed above were identified as redevelopment opportunities that may spark additional private investment and redevelopment within the area.

The City has received an unsolicited proposal from GC Development of Lake County, Inc, (commonly referred to as "G3") to acquire and redevelop those commercial properties. However, the properties do not have the adequate parking that would be needed for a successful redevelopment project. Furthermore, there is a lack of available parking along the west side of US 301 to meet the needs of the existing businesses. A condition of the redevelopment of those properties is the transformation of the City's existing surface parking lot, located one block north of the redevelopment parcels, into a parking garage that would be adequate to meet future demands of the City.

On June 13, 2022, the City Commission approved a Memorandum of Understanding (MOU) between the City and G3 conceptualizing the potential public/private partnership in which G3 will purchase and develop the commercial parcels and construct a parking garage suitable to the City's needs. The City published a notice of receipt of the unsolicited proposal and advertised an invitation to submit competing proposals pursuant to the requirements of Florida Statute 255.065. The City did not receive any competing proposals.

As the negotiations to finalize the contract documents progressed, the City Commission opted for the City to provide the financing for the parking garage (Design-Build approach) in lieu of the City's financial consultant's recommendation (Design-Build Construction Financing approach). The basis for the Commission's direction was to save an estimated \$500,000 to \$750,000 in project costs. Under that direction, the City Manager and City Attorney worked

diligently with the G3 team and legal counsel to finalize the contract documents.

The contract documents needed to make this project a reality have been finalized and are ready for City Commission action. For consideration by the City Commission are the following documents:

- Master Core Agreement: Agreement that ties the parking garage project together with the redevelopment of the commercial buildings and outlines certain project milestones;
- Downtown Revitalization Agreement: Agreement that outlines the process for the development of the parking garage. This Agreement contemplates a future “Design-Build” Agreement between the City and G3. This Agreement was constructed to meet the requirements of F.S. 255.065 (Public-Private Partnerships); and
- Purchase and Sale Agreement: Agreement concerning the purchase and sale of the commercial buildings. This Agreement includes a Declaration of Restrictions which stipulates certain development standards G3 will meet with the construction of the buildings.

Collectively, these agreements facilitate an orderly and comprehensive approach to the development of the parking garage and commercial buildings in unison to ensure the best outcome for the parties.

Master Downtown Core Agreement

This Master Downtown Core Agreement ("Master Agreement"), made effective the last date signed below by and between the City of Wildwood, a Florida municipal corporation ("City"), and GC Development of Lake County, Inc., a Florida corporation d/b/a G3 Development, ("G3" or "Developer"), each a "Party" and collectively the "Parties," sets forth the mutual understanding and agreement of the Parties with respect to the matters addressed herein.

RECITALS

WHEREAS, on November 15, 2021, City adopted a Downtown Master Plan (the "DMP"); and

WHEREAS, consistent with the DMP, G3 tendered an unsolicited proposal (the "G3 Proposal") to collaborate with the City to develop a commercial site in the downtown and design, develop, and construct a 126-space parking garage; and

WHEREAS, on June 13, 2022, the Wildwood City Commission approved, and G3 and the City executed, a Memorandum of Understanding, which constituted an interim agreement under Section 255.065(6), Florida Statutes, proposing the development of the parking garage as a qualifying project (the "Project"); and

WHEREAS, the requirements of Section 255.065(7), Florida Statutes, warrants a separate agreement designated by City and G3 as the Downtown Revitalization Development Agreement with respect to the Project; and

WHEREAS, an important component of the revitalization of City's downtown is redevelopment of certain properties owned by the City located at 107 and 101 South Main Street and 100 Wonders Street, Wildwood, Florida (Parcel Numbers G06L154; G06L152, G60L165, and G06L156) ("Commercial Site").

WHEREAS, the Parties acknowledge that without promise and commitment by G3 to redevelop the Commercial Site, City would not sell G3 the Commercial Site, nor would City have engaged G3 to develop the Project; and

WHEREAS, City and G3 have negotiated a Purchase and Sale Agreement related to G3's purchase and redevelopment of the Commercial Site; and

WHEREAS, City and G3 recognize and agree that the success of the Project is tied to the redevelopment of the Commercial Site and that the success of the redevelopment of the Commercial Site is tied to the completion of the Project; and

WHEREAS, City and G3 desire to enter into this Master Agreement to provide for certain assurances that the Project will be completed and the Commercial Site will be redeveloped.

WHEREAS, pursuant to the Memorandum of Understanding and negotiations attendant thereto, City and G3 are entering into the following agreements and executing the following documents:

I. Downtown Revitalization Development Agreement; and

II. Purchase and Sale Agreement

(“Transaction Documents”).

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is mutually agreed by and between the City and G3 as follows:

1. Recitals. The Recitals contained herein are true and correct and are incorporated herein by reference.

2. Purpose. This Master Agreement, the Downtown Revitalization Development Agreement and the qualifying Project described therein, as well as the Purchase and Sale agreement are intended by the Parties to effectuate a successful public-private partnership as described in Section 255.075, Florida Statutes, a/k/a Florida’s Public-Private Partnership Act. The success of the Project is dependent on the success of both principal aspects of this Project a) the development by Developer of the Commercial Site; and b) the construction of the Parking Garage on the Parking Site. The Transaction Documents are designed to achieve the Parties’ intent that development of the Commercial Site and the Parking Site be contemporaneous insofar as they are dependent upon and contingent on each other to best achieve the goals of City’s DMP.

3. Commercial Site Development. Development of the Commercial Site will be substantially consistent with the proposals previously provided by G3. G3 will incorporate the following in the development of the Commercial Site:

- a. At least 8,000 square feet of leasable space;
- b. Open-air lawn and paved patios;
- c. Pedestrian-friendly development, including large sidewalk areas with above-code landscaping to buffer pedestrians from US 301;
- d. Preservation of architectural features from the original buildings on the site, including, but not limited to:
 - i. Preservation of existing nameplates/name friezes, whenever possible. When not possible, new/replacement nameplates replicating the general style of the existing nameplates;
 - ii. Use of peaked parapet wall like the one that is featured on the Alabritton building;
 - ii. Where possible, preservation and integration/reincorporation of brick or other materials from existing buildings
- e. Thematic designs which are the same or substantially similar to the plans and renderings previously proposed and presented to City.

G3 acknowledges the importance of these items to City and acknowledges that the representations of G3 in relation to the same have induced City to sell the Commercial Site to G3. G3 agrees to the execution and recordation of a declaration of restrictions which provides certain additional assurances that the Commercial Site will be developed as represented to the City.

4. Milestones. The following milestones shall apply to the Project and Commercial Site (“Milestones”):

a. Upon the execution of this Master Agreement, the Purchase and Sale Agreement and the Downtown Revitalization Development Agreement:

i. Within ninety (90) days of the execution of this Agreement and contingent upon receipt of the demolition permit from Sumter County, G3 will begin demolition of the buildings on the Commercial Site. City will cooperate with G3 and their general contractor in obtaining the required permit(s). City will reimburse G3 for the reasonable expense of demolition if, through no fault of G3, the Closing does not occur.

G3 shall obtain a quote/bid of the cost for the demolition from its General Contractor, which shall be provided to City. City shall review the quote/bid for the demolition. If City approves of the demolition cost, then G3 will proceed with the demolition.

If City objects to the demolition cost upon a reasonable basis, then G3 and the City shall work with G3’s General Contractor to resolve the matter. G3 and City agree to negotiate in good faith to resolve any dispute related to the cost of the demolition. Upon the City's approval of the demolition cost, the agreed demolition cost shall constitute the maximum amount City will reimburse G3 if, through no fault of G3, the Closing does not occur.

ii. The Closing of the Purchase and Sale Agreement shall occur within thirty (30) days after: (1) the demolition of the buildings on the Commercial Site and (2) the resolution of all code enforcement issues related to the Commercial Site.

b. Within ninety (90) days of the City’s approval and execution of a design build contract for the Parking Garage and the Parties’ agreement as to the proposed plans for the Commercial Site, G3 will begin obtaining all necessary approvals and permits for the development of the Commercial Site.

c. City will not sign a notice to proceed with construction of the Parking Garage until all approvals and permits have been obtained by G3 and a detailed construction schedule is provided to City. Construction on the Commercial Site must commence within ninety (90) days of notice to proceed with construction of the Parking Garage in accordance with Section 402 of the Downtown Revitalization Development Agreement.

d. In no event shall construction of the Commercial Site be completed more than ninety (90) days after completion of the construction on the Parking Garage. The Parties have agreed to coordinate their efforts to achieve the mutual goal of completion of both construction projects at approximately the same time.

The Parties agree time is of the essence in regards to this Master Agreement. As such, the Parties also agree that these Milestones must be achieved in a timely fashion or the Parties may suffer damages. G3 shall provide City with any requested documentation to support the achievement of Milestones within ten (10) business days of receipt of such request by City.

5. Surety. At the time of G3's obtainment of all required approvals and permits, G3 shall provide a surety in favor of the City guaranteeing the construction and installation of all improvements to the Commercial Site. The surety shall be in the amount of one hundred twenty percent (120%) of the construction costs. Costs for construction shall be determined by an estimate by the applicant's engineer, or a copy of the actual construction contracts as provided.

At the conclusion of the construction G3 may request the City to release the surety. The City will have the right to inspect the construction and improvements to verify that construction has been completed. Upon verification that construction has been completed, the City will release the surety.

The surety shall run in favor of the City Commission, must be in a form acceptable to the City Attorney, and may be either:

- (a) A performance bond underwritten by a surety insurer authorized to transact such business in this state;
- (b) A cash deposit and escrow agreement governing control and use thereof;
- (c) An irrevocable letter of credit (issued by a financial institution authorized to conduct business within this state);
- (d) A cashier's check or certified check and maintenance bond agreement; or
- (e) Other means of security acceptable to the City Attorney's office.

6. Cross Default. A default in this Master Agreement shall constitute a default in the Transaction Documents described in this Master Agreement and a default in any one or more of such Transaction Documents shall constitute a default in this Agreement. Additionally, default under any one of the Transaction Documents shall constitute a default of the other Agreements and will entitle the Parties to exercise all legal and equitable remedies under law or as otherwise set forth under the Transaction Documents.

7. Remedies. In addition to those remedies set forth in the Transaction documents, the following remedies shall be available to City in the case of default by G3:

- a. *Termination*. If the Developer shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the Developer in the Transaction Documents

(a "Transaction Event of Default"), the City shall have the right to give written notice of such Developer Default to the Developer, and if, within twenty (20) business days after receipt of such notice, the Developer has not promptly commenced or proposed for City's consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Project), the rights and remedies of the City shall include the right to terminate this Master Agreement by giving written notice to the Developer, whereupon this Master Agreement and any Transaction Documents shall automatically cease and terminate, subject, however, to the rights and remedies of the Parties to recover damages and other available remedies.

b. *Liquidated Damages.* At the time this Master Agreement is executed, the project milestones in Section 4, *infra*, shall become active. G3 agrees to complete the construction of the Commercial Site in accordance with said milestones. G3 acknowledges that failure to substantially complete the construction of the Commercial Site within ninety (90) days from the completion of the Parking Garage will result in substantial damages to the City.

It is specifically agreed by and between the parties that City will be entitled to liquidated damages in an amount equal to either: (1) the daily accrued interest (Saturdays, Sundays and Holidays included) of the debt acquired by the City to build the Parking Garage; or (2) an amount equal to what would have been the daily accrued interest (Saturdays, Sundays and Holidays included) of the monies spent by the City on the Parking Garage had those monies stayed in the City's capital improvement fund. This amount is agreed upon as a proper measure of liquidated damages, which the City will sustain per day, by failure of G3 or any entity operating on behalf of G3, included but not limited to subcontractors, agents and/or suppliers, to complete the construction of the Commercial Site the timeframe set for in the milestones set forth in this Master Agreement and shall not be construed in any sense as a penalty provision.

Liquidated damages will commence on the ninety-first (91st) day after the completion of the Parking Garage and shall continue to accrue until actual substantial completion of the Commercial Site is achieved. Notwithstanding anything else in this Section, the maximum liquidated damages payable by Developer shall be an amount equal to ten percent (10%) of Developer's compensation received under Section 801(C) of the Downtown Revitalization Development Agreement.

Nothing contained herein shall be construed to prevent the City or G3 from seeking and recovering damages sustained by either or both of them as a result of a breach of any term or provision of this Agreement. The Parties shall, in addition to any other legal or other relief available to the them, be entitled to obtain specific performance or other equitable relief against the threatened breach of such provisions or the continuation of any such breach, without the necessity of proving actual damages and without the necessity of posting bond or other security. In the event City is entitled to receive any liquidated damages pursuant to this Agreement, City may elect to receive the greater of actual damages or such liquidated damages.

8. Warranties and Covenants. In addition to the warranties and representations, if any, made in the Transaction Documents, City and G3, each individually, warrants, represents and agrees that (i) it has the right and power and is duly authorized to enter into this Agreement, and (ii) the execution of this Agreement does not and will not constitute a breach of any provision contained in any Transaction Documents.

9. Time shall be deemed of the essence with respect to this Agreement and all of the Transaction Documents.

10. Any delay on the part of the Parties in exercising any power, privilege or right under this Master Agreement or any of the Transaction Documents shall not operate as a waiver thereof. No single or partial exercise thereof, or the exercise of any other power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. The waiver by a Party of any default by the other Party shall not constitute a waiver of any subsequent defaults but shall be restricted to the default so waived. Failure of a Party to resort to the cross-default provisions of this Master Agreement, in the event of any default by the other Party or any successors in title, on any of the Transaction Documents recited herein shall not constitute a waiver of such cross-default provisions and said provisions shall remain in full force and effect and the right of a Party to exercise its rights thereunder shall not be terminated or impaired thereby.

11. This Master Agreement is supplemental to the Transaction Documents and is not intended to replace any of them or to effectuate a novation under any of them. This Master Agreement shall be deemed an amendment of any of the Transaction Documents only to the extent of any direct conflict between them, in which event this Master Agreement shall govern, otherwise the Transaction Documents shall continue in full force and effect as originally executed. The remedies provided by this Master Agreement shall be supplemental to those found in the Transaction Documents and are not to be considered as replacements for such other remedies, and in the event of a default either Party may at its option exercise any remedies available under this Master Agreement or any of the Transaction Documents.

12. Indemnification. Except as attributable to the actions or omissions of City, G3, by acceptance and execution of this Agreement, hereby agrees to Indemnify, defend and hold harmless City from and against any and all claims, counter-claims, suits, debts, demands, actions, judgements, liens, injuries, liabilities, damages, costs, expense, including attorney's fees and actual expert witness' fees paid for or incurred by City, arising out of, resulting from or incident to, any act or omission of G3 in relation to G3's demolition of the buildings on the Commercial Site.

13. Whenever the singular is used hereunder, it shall be deemed to include the plural (and vice-versa), and reference to one gender shall be construed to include all other genders, including neuter, whenever the context of this Master Agreement so requires. Section captions or headings used in this Master Agreement are for convenience and reference only and shall not affect the construction thereof.

14. Whenever possible each provision of this Master Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Master

Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement.

15. This Master Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which, when taken together, shall constitute one agreement.

16. The rights and privileges of the Parties hereunder shall inure to the benefit of its successors and assigns, and this Master Agreement shall be binding on all assigns and successors.

17. In the event of any action to enforce this Master Agreement, the prevailing Party shall be entitled to obtain from the non-prevailing Party the costs owed and expenses thereof, together with reasonable and documented attorneys' fees (including fees incurred in appeals and post judgment enforcement proceedings).

18. This Master Agreement shall be construed and the rights and obligations of City and G3 shall be determined, in accordance with the laws of the state of Florida.

19. Venue for any proceeding in relation to this Master Agreement shall be in the Circuit Courts of Sumter County, Florida

20. No amendment to this Master Agreement shall be effective unless the same shall be in writing and signed by the parties.

21. Nothing contained herein shall be construed as in any way modifying or limiting the effect of terms or conditions set forth in the Transaction Documents, but each and every term and condition hereof shall be in addition thereto.

22. MUTUAL WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTION DOCUMENTS.

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the Effective Date.

CITY: CITY OF WILDWOOD, FLORIDA

ATTEST:

By: _____

Name: _____

By: _____

Name: _____

Title: _____

Title: _____

DATE: _____

DEVELOPER: GC DEVELOPMENT OF
LAKE COUNTY, INC.

Witness:

Name:

Printed Name

By: _____

Name: _____

Title: _____

DATE: _____

**DOWNTOWN REVITALIZATION
DEVELOPMENT AGREEMENT**

This Downtown Revitalization Development Agreement ("Agreement"), made effective the last date signed below by and between the City of Wildwood, a Florida municipal corporation ("City"), and GC Development of Lake County, Inc., a Florida corporation d/b/a G3 Development, ("G3" or "Developer"), each a "Party" and collectively the "Parties," sets forth the mutual understanding and agreement of the Parties concerning downtown commercial development in Wildwood, Florida.

RECITALS

WHEREAS, on November 15, 2021, City adopted a Downtown Master Plan (the "Master Plan") to plan for and facilitate redevelopment activities along US 301/Main Street ; and

WHEREAS, City owns certain real property located at the northwest corner of Oxford Street and North Main Street more particularly described in Exhibit "A" that is currently utilized as a surface parking lot (the "Parking Site"); and

WHEREAS, City owns certain real properties located at the southwest corner of Rutland and North Main Street more particularly described in Exhibit "B" that are vacant, dilapidated, and targeted for redevelopment (the "Commercial Site"); and

WHEREAS, consistent with the Master Plan, G3 tendered an unsolicited proposal (the "G3 Proposal") to collaborate with the City to develop the Commercial Site and design, develop, and construct a 126-space parking garage on the Parking Site; and

WHEREAS, the Wildwood City Commission (the "Commission") deemed the G3 Proposal a qualifying project under Section 255.065, Florida Statutes, deserving of further consideration as a potential public-private partnership; and

WHEREAS, on June 13, 2022, the Commission approved, and G3 and the City executed, a Memorandum of Understanding, which constituted an interim agreement under Section 255.065(6), Florida Statutes, proposing the development of the G3 Proposal as a qualifying project (the "Project"); and

WHEREAS, on August 15, 2022, City publicly advertised and requested proposals from others pursuant to Section 255.063(3), Florida Statutes, but no other acceptable proposal was submitted; and

WHEREAS, City obtained a financial analysis from Public Resources Advisory Group (PRAG), its financial analyst, regarding reasonable financial plans for the development of the Parking Site; and

WHEREAS, the City has determined that the Project will stimulate investment in City's downtown and advance the Master Plan and it is in the public's best interest to consider entering into a comprehensive agreement with G3 to facilitate the design, development, and construction of the Parking Site; and

WHEREAS, G3 is a Central Florida company experienced in commercial real estate

development, project management, and construction oversight that strives to perform its projects in a professional and high quality manner; and

WHEREAS, City and G3 desire to enter into a comprehensive agreement as provided in Section 255.065(7), Florida Statutes, to outline their respective duties and responsibilities for the Project.

WHEREAS, City and G3 find and agree that:

- a. The Project is in the public's best interest;
- b. The Project is for a facility that will be owned by the City;
- c. This Agreement has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of the comprehensive agreement by the responsible public entity.
- d. This Agreement has adequate safeguards in place to ensure that the responsible public entity or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purposes.
- e. The Project will be owned by the City upon completion, expiration, or termination of this Agreement and upon payment of the amounts financed, if any.

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is mutually agreed by and between the City and G3 as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 101. Definitions.

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth below in this Section or as otherwise defined in this Agreement. Any term used in this Agreement that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement, whether or not such agreement remains in effect.

"Agreement"—This written instrument, executed by the City and the Developer, that identifies the parties, describes the Project, establishes obligations, sets forth various general terms and conditions, and designates the specific items that are Contract Documents.

"Access"—The rights that the City grants to the Developer in this Agreement, and related obligations; all as more specifically defined in Article III.

"Access Term"—The period of time in which the Access granted in this Agreement is in effect (see Article III).

"City"—The City of Wildwood, Florida.

"City's Licensed Professional"—The licensed professional performing review on behalf of the City in accordance with Section 255.065(3)(a)5., Florida Statutes.

"Commission"—The City Commission for the City of Wildwood, Florida.

"Commencement Date" – Shall mean the date upon which the permitting or construction of the Project commences.

"Commercial Site" – The real properties located at the southwest corner of Rutland and North Main Street more particularly described in Exhibit "B"

"Constituent of Concern"—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to: (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

"Construction Plans and Specifications"—The approved plans and specifications for the Project as approved by the City.

"Constructor"—Any person or entity performing or supporting design and construction activities relating to the Project, including but not limited to the Developer, the design professionals and Developer's contractors, subcontractors, suppliers, utility companies, testing firms, and equipment rental companies.

"Contract Documents"—Shall mean this Agreement, the Purchase and Sale Agreement, the Master Downtown Core Agreement, and the Design Build Contract, together with any documents or agreements incorporated within such documents, which together comprise the Contract.

"Day"—Shall mean a calendar day, unless otherwise indicated as a business day, in which case the term means any day the City is open for business.

"Design and Construction"—The entire design and construction, or the various separately identifiable parts thereof, required to be provided by the Developer under the Contract. Design and Construction includes and is the result of performing or providing all professional services needed to produce the design; for the labor, services (including but not limited to professional services), and documentation necessary to produce the construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

"Design-Build Contract"—Design and construction contract for the Parking Garage to be

provided by Developer subject to agreement by City.

"Designated Representative"—The individuals designated to act as the Parties' representatives with respect to the responsibilities under the Contract as described in Section 1615 of this Agreement.

"Developer"—GC Development of Lake County, Florida, Inc. d/b/a G3 Development, a Florida corporation.

"Effective Date"—The effective date of this Agreement, which is the last date signed below.

"Final Completion"—The stage of the Project at which all Work has been fully performed in accordance with the Contract Documents, all other conditions precedent to final payment have been satisfied, the Developer and its Constructors have provided releases, and the Developer is entitled to final payment for its Work.

"Laws and Regulations; Laws or Regulations"—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, permits, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction, and any applicable consent decrees, including the Florida Building Code (and incorporated codes), as amended or replaced.

"Master Downtown Core Agreement"—The agreement between the City and G3 setting forth certain obligations, milestones, and other matters not covered by the other Contract Documents.

"Memorandum of Understanding or MOU"—The Memorandum of Understanding executed by G3 and the City on June 13, 2022, which constituted an interim agreement under Section 255.065(6), Florida Statutes

"Milestone"—A principal event in the performance and progress of this Agreement, which this Agreement requires one of the parties to achieve, or which must occur or will occur, by a specific intermediate date, as expressly indicated in this Agreement or subsequently determined by mutual agreement of the parties. A Milestone may be expressed by a calendar date or by a number of days from the Effective Date of this Agreement or from some other specific time.

"Notice to Proceed"—The City's written notice to the Developer to proceed with construction of the Project Facilities as provided in Section 402 of this Agreement.

"Project"—Development of the Parking Site into a Parking Garage.

"Parking Garage"—The parking garage, currently anticipated to contain 126 parking spaces, to be developed on the Parking Site.

"Parking Site"—The real property located at the northwest corner of Oxford Street and North Main Street more particularly described in Exhibit "A."

"Project Facilities"—The infrastructure and structures related to the Parking Garage portion of the Project.

"Proposal"—The unsolicited proposal tendered by G3 to collaborate with the City to develop the Commercial Site and design, develop, and construct a 126-space parking garage on the Parking Site.

"Purchase and Sale Agreement"—The agreement between the City and G3 for the sale of the Commercial Site for subsequent development by G3.

"Qualifying Project"—Shall have the same meaning as set forth in Section 255.065, Florida Statutes.

"Relief Event"—An event or occurrence that takes place during the Access Term, and is the basis for an equitable adjustment in one or more Milestones in the Access Term. In addition to the specific Relief Events identified as such in this Agreement, any event or occurrence that is beyond the contemplation or control of a party to this Contract, and fundamentally alters the Contract terms, is a Relief Event.

"Substantial Completion"—The stage of the Project at which the Project Facilities can be used for their intended purposes.

"Work"—The effort and activities of the Developer, including its Constructors and affiliates and other agents, necessary to complete the Project.

Section 102. Interpretation.

(a) This Agreement was initiated by the G3 Proposal and is being made pursuant to the MOU. This Agreement and the other Contract Documents are intended to constitute a "comprehensive agreement" for purposes of Section 255.065, Florida Statutes. For purposes of this Agreement, the Project is limited to the design, development, and construction of the Parking Garage. The development of the Commercial Site will be addressed in the Purchase and Sale Agreement and the Master Downtown Core Agreement. The Parties intend to address comprehensively the arrangement outlined in the G3 Proposal, whereby the Developer will design, develop, and construct, the Parking Garage.

(b) It is the intent of the Contract Documents to describe a functionally complete project to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

(c) Unless the context shall otherwise require, the words "hereto," "herein," "hereof" and other words of similar import refer to this Agreement as a whole.

(d) Words of the masculine gender shall be deemed and construed to include

correlative words of the feminine and neuter genders and vice versa.

(e) Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require.

(f) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

(g) Whenever the Developer's knowledge is implicated in this Agreement or the phrase "to the Developer's knowledge" or a similar phrase is used in this Agreement, the Developer's knowledge or such phrase(s) shall be interpreted to mean to the best of the Developer's knowledge, after reasonable and diligent inquiry.

(h) Unless the context shall otherwise require, references to any Person shall be deemed to include such Person's successors and permitted assigns.

(i) Unless the context shall otherwise require, references to the preamble, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions are to the preamble to, or the applicable recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions of this Agreement.

(j) The schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement.

(k) The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions.

(l) Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms thereof and hereof.

(m) The preparation and negotiation of the Contract has been a joint effort of the Parties, and they have carefully reviewed the Contract and have been advised by counsel of their choosing. The Parties understand the Contract's contents and agree that it shall not be construed more strongly against any Party, regardless of who is responsible for its preparation.

ARTICLE II. PROJECT REQUIREMENTS

Section 201. Statement of Project Requirements.

(a) The Developer shall ensure that the Work is performed in such a manner that the Project Facilities shall: be properly designed, structurally sound, safe for human occupancy and use, and free from all hazards; and comply in all material respects with the Construction Plans and Specifications.

(b) The Developer shall ensure that the Work is completed in a good and workmanlike manner.

(c) The Developer recognizes and acknowledges that the design and construction of the Project Facilities are of critical concern to the City by reason of its interest in maintaining a high-quality community for use and enjoyment by its residents and visitors. The Developer agrees to engage a Constructor to design and construct the Project Facilities in good order, condition, and appearance and in a high-quality, first-class manner consistent with comparable high-quality properties of similar use in the southeastern United States and in compliance with all Laws and Regulations.

(d) The Developer shall ensure that the Work complies in all material respect with Laws and Regulations, including the Florida Building Code and the American with Disabilities Act.

(e) The Developer shall have the absolute responsibility and duty to the City to ensure that the Project Facilities comply with the Contract Documents and Laws and Regulations. The fact that the City is a governmental entity that may conduct review and inspections in its governmental capacity for general compliance with Laws and Regulations shall not in any way create a duty of care to the Developer or act as an estoppel to, or a waiver of, the City's sovereign immunity, or the City's right to require construction or reconstruction in accordance with Laws and Regulations (subject to the Developer's right to challenge such enforcement to the extent legally permitted).

(f) Unless agreed to otherwise by City, the Parking Garage shall include no less than 126 parking spaces. City reserves the right to add capacity to the Project or Project Facilities. If City exercises this option, the Parties will cooperate to equitably revise the Contract to address such additional capacity.

Section 202. E-Verify.

In accordance with section 448.095, Florida Statutes, as created by chapter 2020-149, Laws of Florida, the Developer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Developer during the term of the Contract. The E-Verify system is located at <https://www.uscis.gov/e-verify>. The Developer shall expressly require any Constructors to utilize the E-Verify system.

**ARTICLE III.
CITY'S GRANT OF ACCESS; ACCESS TERM**

Section 301. Grant of Access.

Subject to the provisions of the Contract, and for the sole purpose of meeting the Project requirements, the City hereby grants to the Developer access to the Parking Site through the Temporary Construction Easement attached hereto as Exhibit "C". Access to the Commercial Site shall be as addressed in the Purchase and Sale Agreement.

This Contract shall in no way be deemed to constitute a lease of the Parking Site or Project Facilities or any portion thereof, or any assets incorporated into, appurtenant to, or in any way connected with the Project. The Developer has no fee title, leasehold estate, possessory interest,

permit, easement or other real property interest of any kind in the Parking Site or Project Facilities by virtue of this Contract or otherwise. The Developer's property interests under this Contract are limited to contract rights constituting intangible personal property (and not real estate interests). The Developer's property interests under this Contract are solely those of an independent contracting party.

Section 302. Access Term.

The Access Term shall begin upon execution of the Construction Access Easement and continue until the completion of the Work, subject to the termination of this Agreement pursuant to its terms. The City and Developer shall cooperate to terminate the Construction Access Easement Following the Access term, the Parties' rights and responsibilities with regard to the Project Facilities may be set forth in other Contract Documents.

**ARTICLE IV.
DEVELOPER'S RESPONSIBILITIES**

Section 401. Submittals.

The Developer shall comply with the requirements of the Contract Documents for preparing and delivering submittals for the City's review and approval, or other appropriate action. Such delivery shall be made according to the submittal schedule jointly established by the City and the Developer. The Developer shall not proceed with actions requiring the City's approval until the City gives such approval in writing.

Section 402. Developer's Design and Construction Responsibilities.

(a) The Project shall be conducted in substantial compliance with the summary of work attached as Exhibit "D". G3 shall perform, or have performed by third parties, the tasks assigned to "Owner" on Exhibit "D".

(b) G3 shall negotiate and provide for City's approval and execution a design build contract between the City and a third party Constructor for the Project. However, City maintains discretion as to acceptance of such Design-Build Contract. Additionally, throughout the Project, City shall maintain approval authority over design and budget as shall be addressed in the Design-Build Contract. G3 shall serve as City's Owner's Representative under the Design-Build Contract. Compensation for such services is described in Section 801 as set forth below.

(c) The construction of the Project Facilities shall not commence until all pre-construction matters, such as engineering, architectural, entitlements, construction and financing arrangements, have been arranged to the satisfaction of the City. The City and the Developer will cooperate in good faith to satisfy the foregoing requirements. The City will determine the best means of financing the Project. If requested, the Developer shall provide customary assistance to the City in connection with the City's attempts to arrange for construction financing for the Project. Once City has made all necessary arrangements for construction financing, all preconstruction matters have been completed to the satisfaction of the Parties, and City and G3 have coordinated so that the Project and the development of the Commercial Site are scheduled to be completed contemporaneously, as set forth in the Master Downtown Core Agreement, City will provide the Developer written notice to proceed with construction of the Project Facilities, at

which time the Developer shall proceed to cause the actual construction of the Project Facilities in accordance with the Contract Documents. Notwithstanding the foregoing, the City may at any time authorize the Developer to proceed with certain “predevelopment” site preparation work.

(d) In any instance where the Developer has a direct obligation to perform any Work, whether current, future or past tense, the language shall be construed in all instances to allow the Developer to perform (or have performed) such obligation directly or to cause such obligation to be performed by or through other Constructors, professionals, entities or individuals in the reasonable discretion of the Developer, excepting only such matters that are non-delegable by law. The Developer’s exercise of such discretion shall not relieve the Developer of primary responsibility to the City for performance of every obligation under the Contract.

ARTICLE V. PERMITS AND GOVERNMENT APPROVALS

Section 501. Permits and Approvals Furnished by the Developer.

The Developer shall be responsible for obtaining (including, when applicable, performing the work required to obtain) all permits and government approvals necessary for the Project. The City shall provide reasonable support and assistance to the Developer with respect to data or information needed for inclusion in permit or approval applications. Further, the City agrees to waive all City fees, which City has unilateral authority to impose, related to the Project, including, but not limited to, permit fees and impact fees.

Section 502. Maintenance of Permits and Approvals.

The Developer shall take all actions necessary to maintain in full force and effect all Project permits and government approvals. The Developer shall also be responsible for securing any needed revisions, modifications, amendments, supplements, renewals, or extensions of all such permits and government approvals.

Section 503. No Damages for Denied Development Approvals.

Should the City, acting in its governmental or land development regulatory capacity (including its Commission, its agencies, its appointed officials, or its employees with jurisdiction), not approve any required application for approval prerequisite to completion of the Project, the Contract shall not be the basis in any respect for a damages claim against the City for breach of the Contract or a basis in any respect for a damages claim against the City acting in its governmental regulatory capacity as a result of such denied approval.

Section 504. No Abrogation of Governmental Authority.

The making of the Contract does not constitute an abrogation of the City’s governmental or land development regulatory powers, and the Developer’s obligations to comply with applicable Laws and Regulations include the Developer complying with all development approvals required by the City in its capacity as a governmental authority. The Contract shall not prevent the City from enacting or seeking to enforce any Laws or Regulations which may affect the Parking Site or its vicinity, regardless of whether such Law or Regulation is the result of action by the Commission or by initiative (petition) and referendum, or by any other applicable procedures. Whenever the City seeks to enforce any existing or future Law or Regulation as against the

Parking Site or its vicinity, this Article shall not waive or affect the Developer's ability to: (a) contest the validity or application of such Law or Regulation; (b) assert whatever defenses or avoidances as may be available for the Developer; or (c) seek judicial review as may be available. However, the Contract shall not serve as the basis for a damages claim against the City, and the Developer shall not assert a damages claim with respect to such enforcement as to the Parking Site or its vicinity.

Section 505.

The City and G3 agree that the Commencement Date of the Project shall be no later than September 30, 2023. The City and G3 agree that an extension of time may be granted by amendment to this Agreement should G3 request the same.

ARTICLE VI. DESIGN AND CONSTRUCTION

Section 601. Constructor Qualifications.

The Developer will complete, or cause completion of, the Design and Construction of the Project in accordance with the Contract Documents. The Developer agrees to use, and require each of its development team members and Constructors and other consultants and agents to use, only personnel who are qualified and properly trained and who possess any license, permit, registration, certificate or other approval required by Law or Regulation to enable such personnel to perform their work, services and activities involving any portion of the Design and Construction activities. Without limiting the foregoing, City agrees to cooperate with Developer and execute direct contracts with Constructors as appropriate, including, but not limited to, a Design-Build Contract for the Parking Garage.

Section 602. Constructor Agreements.

The Developer shall be responsible for the acts, failures to act, errors and omissions of all Constructors except for those Constructor's which contract directly with City. Except as provided in this Agreement, this Agreement shall not give rise to any contractual or other relationship between the City and any Constructors contracting with Developer. Except for the Design-Build Contract and any other contract entered between the City and any Constructor, and or the duty to reimburse and compensate Developer as set forth in this Agreement, the City disclaims and does not undertake any obligation, duty or responsibility to pay, reimburse, compensate or otherwise be responsible for payment of any fees, charges, rents, licenses, costs, expenses, reimbursements or any other amount to any Constructor. Contracts, agreements, purchase orders and other arrangements between Developer and Constructors for labor, licenses, services, equipment, machinery, materials, supplies and other items utilized in the conduct of the Project shall be consistent with the terms and conditions of this Agreement. All Design and Construction contracts entered into by the Developer shall provide that any review or approval of a contract deliverable by the City or the Developer, or the incorporation of suggested revisions by the City, shall not constitute waiver, release or acceptance of any error or omission in the deliverable, shall in no way waive or release Developer or the Constructors from its respective duty to completely perform its obligations under their contracts, the standard of care applicable to the performance of their work, nor constitute a waiver of any claim or warranty. The Design and Construction contracts shall require, to the extent of Project work to be performed by such Constructor, that the Constructor will be bound to the Developer by terms of the Contract Documents, and to

assume toward Developer all the obligations, covenants, duties and responsibilities that the Developer, by this Agreement, assumes toward the City.

Each Design and Construction contract in which a Constructor and the City are not otherwise in direct privity, shall expressly state the following: that the City of Wildwood, Florida is an intended third-party beneficiary of the contract; that the contract has been entered into for the direct and substantial benefit of the City of Wildwood, Florida; and that the Constructor owes a duty to the City of Wildwood, Florida to perform its work and services in conformance with the standard of care applicable to the type of work and services to be performed by the Constructor.

Each Design and Construction contract shall expressly state the City is exempt from sales tax and wishes to generate sales tax savings for the Project and reserves the right to make direct purchases of various construction materials and equipment included in the Work. Additionally, the Design and Construction contract shall reflect that the Constructor represents and warrants that it will use its best efforts to cooperate with the City in implementing this sales tax savings program in order to maximize cost savings for the Project. With respect to all direct purchases by the City, the Constructor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all direct purchases. Notwithstanding anything herein to the contrary, the Constructor shall expressly acknowledge and agree that any materials or equipment directly purchased by City shall be included within and covered to the same extent as all other warranties provided by the Constructor pursuant to the terms of the Contract Documents.

Section 603. Performance and Payment Bonds.

The Developer shall furnish, or caused to be furnished by a Constructor, a performance bond and a payment bond each in an amount at least equal to the total price of all construction contracts, as security for the faithful performance and payment of all of the Developer's or Constructor's, as the case may be, construction obligations under the Contract. These bonds shall remain in effect until the date when final payment on the construction contracts becomes due, except as provided otherwise by Laws or Regulations, or by specific provisions of the Contract.

All bonds shall be in compliance with, and in the form prescribed by, Section 255.05, Florida Statutes. The bonds shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

The Developer or Constructor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then the Developer or Constructor shall promptly notify the City and shall, within 30 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety

requirements above.

Upon request, the City shall provide a copy of the payment bond to any Constructor or other person or entity claiming to have furnished labor or materials used in the performance of the construction work.

Section 604 – Bond Requirements

Bonds – In accordance with the provisions of Section 255.05, Florida Statutes, the Developer or Constructor shall provide to City, a Public Construction Bond, providing for the full performance provisions and full labor and material payment provisions, each in an amount not less than the Guaranteed Maximum Price for all individual Projects over Two Hundred Thousand Dollars (\$200,000). All bonds shall identify City of Wildwood, Sumter County, Florida as owner and shall identify the specific project for which the bond is submitted. All bonds shall be signed or countersigned by a Florida licensed resident agent per Section 624.425, Florida Statutes. The agent signing the bond must hold a current Power of Attorney from the surety company issuing the bond. A copy of such Power of Attorney must be attached to the bond and shall contain no restrictions preventing payment and should specify the city and state where the agent is located.

To be acceptable to City as Surety for the Public Construction Bond a Surety Company shall comply with the following:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- (e) If the Contract Award Amount exceeds \$500,000.00, the Surety Company shall also comply with the following:

The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide:

CONTRACT AMOUNT	POLICY	REQUIRED
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			HOLDER'S RATING	FINANCIAL RATING
\$500,000	to	1,000,000	A	CLASS I
1,000,000	to	2,000,000	A	CLASS II
2,000,000	to	5,000,000	A	CLASS III
5,000,000	to	10,000,000	A	CLASS IV
10,000,000	to	25,000,000	A	CLASS V
25,000,000	to	50,000,000	A	CLASS VI
50,000,000	to	100,000,000	A	CLASS VII

i. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida Department of Insurance to do business in this state.

2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security, deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

Section 605. Parking Site Facilities.

The Developer shall arrange for all Parking Site facilities as required by the City and necessary to enable the Developer to perform its duties and to accommodate any representatives of the City which the City may choose to have present on the Parking Site. The City may have an on-site representative.

Section 606. Project Administration.

The Developer's administration of the Project shall include the following:

(a) Maintain, or cause its Constructor's to maintain, a log of daily activities, including manpower records, weather, delays, major decisions, significant issues, etc.

(b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

(c) Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

(d) Provide labor relations management for a harmonious, productive Project.

(e) Advise the City and design professionals of their requested or required participation in any meeting or inspection giving each at least three (3) days written notice unless such notice is made impossible by conditions beyond the Developer's fault and control, in which case at least 24 hours prior written notice must be given.

Provide, a bi-weekly (i.e. every two weeks) written report describing the status, progress and results of the Project activities. The information provided to the City shall include an explanation of any significant variations from the scope, schedule, sequence, or performance of the Project activities and identify any potential or known developments that may impact the City or the feasibility, cost or schedule for the Project, and any corrective or remedial actions implemented.

Section 607. Project Documentation.

The Developer shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

(a) Job Meetings: Conduct a preconstruction conference as necessary with each Constructor prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. The Developer shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for the Parties and Constructors parties to clearly understand. During these meetings, the Developer shall identify the party or parties responsible for following up on any problems, delay items or questions, and Developer shall note the action to be taken by such party or parties. The Developer shall revisit each pending item at each subsequent meeting until resolution is achieved. The Developer shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

(b) Payments to Constructors: Develop and implement a procedure for the review, processing and payment of applications by Constructors for progress and final payments. If payment to Constructors is direct from City, Developer shall review and process payment requests.

(c) Document Interpretation: Refer all questions for interpretation of the Contract Documents to the principal design professionals in writing.

(d) Reports and Project Site Documents: Record the progress of the Work. Submit written bi-weekly progress reports to the City and applicable design professionals, including information on subcontractors' Work, and the percentage of completion. Keep a daily log available to the City and any permitting authority inspectors.

(e) Constructor Progress: Prepare or oversee periodic punch lists for Constructors' work including unsatisfactory or incomplete items and schedules for their completion.

(f) Substantial Completion: Ascertain when the Work or designated portions thereof are ready for substantial completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Developer and reviewed and supplemented by the principal design professional, prepare a schedule for their completion indicating completion dates for the City's review. Provide this notice to the City fourteen (14) days prior to the substantial completion inspection.

(g) Final Completion: Monitor Constructors' performance on the completion of the Work and provide notice to the City and principal design professional when the Work is ready for final inspection. Coordinate this inspection with all parties fourteen (14) days prior to the final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to the City all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, technical standards, permits, testing results, record drawings, and maintenance books.

(h) Record Contract Documents. Maintain in a safe place at the Parking Site one (1) record copy and one (1) permit set of the principal Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, change orders, construction change directives and field orders, as well as all written interpretations and clarifications issued by design professionals, in good order and annotated to show all changes made during construction. Continuously update the record Contract Documents throughout the prosecution of the Work to accurately reflect all field changes that are made. Certify the accuracy of the updated record Contract Documents. All buried and concealed items, both inside and outside the Parking Site, shall be accurately located on the record Contract Documents as to depth and in relationship to not less than two permanent features (e.g. interior or exterior wall faces). The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the City and design professionals for reference. Upon completion of the Work, the record Contract Documents, samples and shop drawings shall be delivered by the Developer to the City.

(i) Semi-Annual Financial Statements. In compliance with Section 255.065(7), Florida Statutes, Developer shall prepare and file appropriate financial statements that pertain to the Project. Such statements shall include, but not be limited to, a statement of expenses and costs incurred by the Developer, as well as a statement of payments received from the City pursuant to Section 402 of the Agreement. Notwithstanding the foregoing, nothing herein shall be construed as requiring the Developer to disclose financial information from its business operations that is unrelated to the Project.

Section 608. Project Occupancy.

The Developer shall provide the following services, to facilitate the smooth, successful and timely occupancy of the Project by City:

(a) Provide consultation and Project management to facilitate the City's use and occupancy of the Parking Garage.

(b) Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the City in such a manner as to promote their usability.

(c) Secure required guarantees and warranties, and shall assemble and deliver same to the City in the manner reasonably required by the City.

ARTICLE VII. SAFETY AND SECURITY RESPONSIBILITIES

Section 701. Responsibility for Safety of the Public.

Pursuant to applicable standards and Laws and Regulations and except for actions of City or as Developer may delegate to Constructors, as of the Effective Date of the Contract and throughout the Access Term the Developer shall have responsibility for the safety of the public with respect to the Project, including but not limited to visitors and invitees to the Project Facilities, with respect to the public's use of the Project Facilities, the condition of the Project Facilities, and for services or products provided or furnished by the Developer.

Section 702. Responsibility for Safety of Employees.

Pursuant to applicable standards and Laws and Regulations, and as between the Developer and the City, throughout the Access Term the Developer shall have full responsibility for the safety of the Developer's employees, and the protection of Project-related property, including the Project Facilities and adjacent properties.

Section 703. Safety Programs.

The Developer or Constructor of the Parking Garage, as appropriate, shall develop appropriate safety programs for all phases of the Project, and implement and enforce such programs.

Section 704. Responsibility for Security.

Throughout the Access Term, the Developer shall be responsible for the security of the Project Facilities and operations against theft, vandalism, and intentional damage or attacks, and for compliance with all applicable governmental security requirements.

Section 705. Compliance with Safety and Security Programs.

The City shall comply with the Developer's safety and security programs while at the Project Facilities.

Section 706. Emergencies.

In any emergency affecting the safety of person or property, the Developer shall act at its discretion, to prevent threatened damage, injury or loss.

Section 707 Maintenance.

During Access Term, the Developer will maintain the Parking Site and the Parking Facilities.

Section 708. Limitations on Authority and Responsibility.

Except for its ability to approve plans and budget as contained in Contract Documents, the City shall not at any time supervise, direct, control, or have authority over the Project, nor shall the City have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by the Developer or any Constructor, or the safety precautions and programs incident to the Project, or for security or safety at the Project Facilities while such are under the Developer's care and control.

**ARTICLE VIII
REVENUE, FINANCING, AND TAXES**

Section 801. Project Cost/Payment.

Estimated costs for the Project are set forth on attached Exhibit "E". However, final costs for design and construction activities will be governed by the terms of the Design-Build Contract to be approved by the Parties. In accordance with Exhibit "E", City shall pay G3 as follows:

(a) \$145,012.00 for preconstruction development fee within three (3) days of the Effective Date.

(b) \$120,360.00 for Project Team costs payable in twelve (12) equal installments of \$10,030.00. The first installment is due within three (3) days of the Effective Date and thereafter on the 1st day of each succeeding month.

(c) Ten percent (10%) of the Contract Price as set forth in the Design-Build Contract for the Project. City shall pay G3 an amount equal to ten percent (10%) of each draw request pursuant to the Design-Build Contract for the duration of the Project. Total payments under this Section 801 are estimated to be \$701,122.00 based on the project cost estimate set forth on Exhibit "E". However, actual payment may differ based on the Contract Price set forth in the Design-Build Contract.

(d) In accordance with Section 402, City shall reimburse G3 for the actual out of pocket expenses incurred plus ten percent (10%) (i.e. "cost plus") for the tasks assigned to "Owner" in Exhibit "D". For example, if G3 obtains a survey from a third party surveyor, City shall reimburse G3 for the cost of the survey plus ten percent (10%). G3 shall invoice City monthly, and City shall promptly reimburse G3 within ten (10) days of G3's written request for reimbursement accompanied by any documents reasonably necessary to substantiate the expense (e.g. invoices and evidence of payment). Alternatively, City may, in City's sole discretion, opt to perform, or have third parties perform and pay third parties directly rather than reimburse G3. However, should City choose this option, the performance must be of high quality and not delay the Project.

Section 802 Form of Invoices

Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the State for travel expenses.

Section 803. Progress Payments and Retainage.

(a) City shall pay for unincorporated materials for the Project. However, if payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored off-site, the application for payment shall be accompanied by a bill of sale, invoice or other documentation warranting that the City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein.

(b) The Developer shall submit no more frequently than monthly an electronic copy in .pdf format of a notarized pay application for payment before the 7th day of each month for Work performed during the previous month. Each application for payment shall be accompanied by waiver(s) of right to claim against the bond in accordance with Section 255.05, Florida Statutes, from all Constructors showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full through the period of time covered by the application for payment, unless the Developer's surety provides the City with written consent for all progress payments under the Contract. The City shall not be required to make payment until and unless these waivers are furnished by the Developer.

(c) The City shall retain ten percent (10%) of the gross amount of each monthly payment request, until the Project has reached fifty percent (50%) completion. Upon fifty percent (50%) completion, the Developer may request that the City pay up to one half of the retainage then held by the City for properly conducted Work. If the City does not dispute the proper delivery of services, then the City shall make such payment. Once fifty percent (50%) completion is reached, the City shall no longer retain any amounts of each progress payment, unless the subject of a good faith dispute. Notwithstanding the above, the City shall not retain any amounts for "soft costs" or for reimbursements under Section 402 of this Agreement.

(d) Within thirty (30) days of Substantial Completion, the City will develop a punch list of items required to render complete, satisfactory and acceptable the services required herein. The City will provide a first draft of the punch list within twenty (20) days of notice of Substantial Completion. The Developer will notify the City of acceptance or of any changes requested within fourteen (14) days of receipt. The punch list does not relieve the Developer of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of the punch list that are required to correct or complete the Project remain the responsibility of the Developer. If the City fails to develop the punch list in the time specified, the Developer shall provide written notice of the City's failure to do so and the City shall have fourteen (14) days from the date of receipt of the notice to provide the punch list. If, after written notice, the City fails to develop a punch list in the time specified, the Developer may request payment for any retainage held by the City. The City shall not be obligated to make payment for amounts that are the subject of a good faith dispute or a claim brought pursuant to Section 255.05, Florida Statutes. Once all items on the punch list have been completed, the Developer may request the remaining retainage from the City. In cases of a dispute as to completion of an item on the punch list, the City may withhold an amount not to exceed one hundred and ten percent (110%) of the total cost to complete disputed items.

(e) Notwithstanding anything to the contrary, if City uses third party financing, then said third party shall have power to review invoices and reasonably determine if payment is warranted.

(f) Developer understands and agrees that any payment rendered by the City shall require authorization by the City Commission prior to such payment being issued.

Section 804. Final Payment.

The City shall make final payment to the Developer within twenty (20) days after the Work is finally accepted by City, provided that the Developer first, and as an explicit condition precedent to the accrual of the Developer's right to final payment, shall have furnished the City with a properly executed and notarized final payment affidavit (conditioned only upon receipt of final payment) and F.S. 255.05 waivers from all Constructors, or a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or the City. For purposes of this paragraph, acceptance by City shall include acceptance by the City Commission and authorization to render such final payment.

Section 805. Owner Direct Purchase.

The City may elect to buy Project goods and services directly from providers to realize sales tax savings in accordance with section 212.08(6), Florida Statutes, and rule 12A-1.094, Florida Administrative Code. The Developer shall fully cooperate with the City in this regard by, for example, providing information for the preparation of purchase orders, monitoring deliveries, and approving invoices. The Developer shall also flow down the contract terms to its Constructors. The Development budget shall be adjusted to account for any such direct expenditures by the City and credited to reflect the amount of tax savings. Before final payment, a final reconciliation of the City's direct purchases against the Development Budget will be performed, and the Developer will prepare any related deductive change orders for the City's review and execution.

**ARTICLE IX.
CITY'S RIGHTS AND RESPONSIBILITIES**

Section 901. General.

(a) The City shall grant the Developer access and control over the Parking Site throughout the Access Term.

(b) The City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Developer's performance of its obligations under this Contract. For purposes of this paragraph, City decisions shall include decisions by City Commission during regularly scheduled meetings.

Section 902. Review and Oversight of Project.

(a) The City will ensure that City's Licensed Professional will review and evaluate the Design and Construction to assure material quality standards, budget estimates, Design-Build Contract pricing, design and construction schedules, and sustainable design and construction standards are consistent with public projects. City's Licensed Professional shall advise City through completion of the design and construction of the Project.

(b) The City shall have final say as to the design of the Parking Site and shall have final authority to approve the Construction Plans and Specifications. City may employ City's Licensed

Professionals at its sole discretion to review and evaluate the proposed designs. City will have discretion to review and evaluate the design and construction proposed by Developer to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects. Such review may be performed by City's consulting architect, landscape architect, or engineer, as appropriate, and such professionals shall advise the City through completion of the design and construction of the Project.

(c) All submittals that the Developer must prepare and deliver to the City, for the City's review and approval, shall comply with any submittal requirements made a part of this Agreement. The City shall conduct such review promptly, and in writing shall either (1) approve the submittal, (2) approve the submittal subject to reasonable conditions, or (3) reject the submittal. The City shall approve submittals without conditions unless it can identify with specificity why the submittal is contrary to the Project requirements or the material terms of the Agreement. Approval of a submittal by the City does not change the Project requirements or any Contract requirements; all changes must be processed in accordance with the terms below.

(d) The City shall not be responsible for discovering deficiencies in the technical accuracy of the Developer's services or any latent defects.

Section 903. Procurement.

City represents that it publicly advertised and complied with the procurement procedures of Section 255.065(3), Florida Statutes. Additionally, City's Licensed Professional was procured by City pursuant to Section 287.055, Florida Statutes. The Project and the Design-Build Contract have been procured pursuant to Section 255.065, Florida's Public-Private Partnership Act.

Section 904. Community Redevelopment Agency.

City represents that it has obtained any necessary approvals from City's Community Redevelopment Agency and City will be responsible for obtaining such consents and approvals as necessary throughout the Project as addressed in the Contract Documents.

ARTICLE X. REPRESENTATIONS AND WARRANTIES

Section 1001. Developer Warranties, Representations and Additional Covenants.

The Developer hereby warrants, represents and covenants to the City as follows:

(a) The Developer is experienced, competent and qualified to perform the services, duties, obligations and other work contemplated by this Agreement;

(b) The Developer has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its services, duties and obligations under this Agreement;

(c) Upon request of City, the Developer will prepare, or have prepared by a Constructor, and provide to the City a project cost report, not less than monthly, to show budgeted

costs, committed costs and planned expenses.

(d) The Developer agrees to provide the City with full access to and involvement in the Project. Without in any manner limiting the foregoing, the City and its agents shall have access to the Project for purposes of observing and inspecting the work provided that such observation and inspection shall not unreasonably interfere with the construction of the Project.

(e) If the City notifies the Developer of any work which it believes does not comply with the Plans and Specifications or is otherwise inadequate, the Developer shall promptly investigate and notify the City of any remedial action for such non-compliance that the Developer proposes, which the City may approve or disapprove. If such action is approved by the City, the Developer will promptly take such action and notify the City when the action is completed.

(f) The Developer has examined and studied the Contract Documents, and all data and reference items identified in the Contract Documents.

(g) The Developer has visited the Parking Site, conducted a thorough, alert visual examination of the Parking Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Parking Site conditions that may affect the Project.

(h) Developer will comply with all terms, conditions, and responsibilities of this Agreement and provide timely and professional services.

ARTICLE XI. ENVIRONMENTAL CONDITION OF SITE

Section 1101. Encountering a Constituent of Concern.

(a) The City has disclosed to the Developer in writing the presence of all known and suspected Constituents of Concern located at or near the Parking Site, including type, quantity, and location.

(b) The City represents to the Developer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the Developer, exist at the Parking Site.

(c) If the Developer encounters or learns of an undisclosed Constituent of Concern at the Site, then the Developer shall notify (1) the City and (2) appropriate governmental officials if the Developer reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) The City shall be responsible for taking appropriate action to remediate, remove, or manage all known Constituents of Concern at the Parking Site prior to the Effective Date, and for all related costs and expenses. The Developer and the City shall work together to minimize the impact on the Project of the Constituents of Concern.

(e) Prior to the execution of this Agreement, City has disclosed to Developer all known Constituents of Concern. Developer acknowledges that City has not undertaken any special investigation of the Parking Site with respect to the proposed Project. Developer further acknowledges that there are currently monitoring wells at the Parking Site and that the City has

been informed by FDEP that there are no present remediation requirements. It is further understood that presently City has no actual knowledge of any prohibitions with respect to development of the Project. In the event that during the construction process, any further environmental concerns are discovered, City shall have the sole discretion to determine if remediation is needed and determine if City is willing to undertake such expense.

(f) The Developer and the City shall determine the appropriate action to take in response to any Constituents of Concern discovered after the Effective Date, and that the City was unaware of and did not suspect to be at the Parking Site. The Developer and the City shall work together to develop a solution that will have a minimal impact upon the Project, with the allocation of costs to be equitably allocated based upon the specific facts and circumstances concerning the presence of the Constituents of Concern, responsibility for acquisition and investigation of the Parking Site, and other relevant factors.

ARTICLE XII. INSURANCE AND INDEMNIFICATION

Section 1201. Insurance.

Developer and each of its contractors, subcontractors, vendors, consultants and agents engaged in performance of activities under this Agreement shall comply with the insurance provisions agreed to by the Parties before issuance of the Notice to Proceed.

On or before the Effective Date, and thereafter during the term hereof, Developer shall provide the City with original, current certificates of insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies. No insurance policy required hereunder may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to the City or, in the event of cancellation for non-payment of premium, ten (10) days prior written notice. Developer shall provide the City with renewal certificates of insurance or binders not less than five (5) business days prior to such expiration. Insurance shall be maintained without lapse in coverage during the term of this Agreement.

The required policies, and any policies of insurance procured by Developer providing coverage in excess of the required policies, shall provide that the coverage is primary for all purposes and Developer shall not seek any contribution from any insurance or self-insurance maintained by the City. Developer shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

Section 1202. Insurance Requirements.

At a minimum, the Developer and each of its contractors, subcontractors, vendors, consultants and agents engaged in performance of activities under this Agreement shall meet the following insurance coverage requirements:

Commercial General Liability Insurance

The Developer or Constructor 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, Developer or Constructors 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 Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability Insurance

The Developer or Constructor shall maintain Business Automobile Liability Insurance at a limit of liability not less than \$500,000 each occurrence. Coverage shall include liability for owned, non-owned and hired automobiles. In the event the Developer or Constructor does not own automobiles, the Developer or Constructor shall maintain coverage for hired and 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 and Employers Liability Insurance

The Developer or Constructor shall maintain its own Worker's Compensation Insurance and 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 (Required for Large Contracts)

The Developer or Constructor 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 Developer or Constructor shall endorse the City as an "Additional Insured" 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 is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors and Omissions Liability Insurance (When Applicable)

The Developer or Constructor shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Developer or Constructor shall endorse the City as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.
Additional Insured

The Developer or Constructor shall endorse the City as an "Additional Insured" on the Commercial General Liability Insurance with a CG 2010 Additional Insured - City's, Lessees, or Contractors, or CG2026 Additional Insured - City's, Lessees, or Contractors - Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Developer or Constructor shall endorse the City as an Additional Insured under the Developer or Constructor's Commercial Umbrella/Excess Liability as required herein.

Section 1203. Indemnification.

Developer hereby agrees to indemnify, protect, defend and hold harmless the City, its

current and future City commissioners, officers, employees, agents, representatives, successors and assigns (the "City Indemnitees") from and against any and all claims, actions, suits, proceedings, investigations, audits, losses, liabilities, penalties, fines, sanctions, damages, demands, causes of action, costs and expenses including, but not limited to, all reasonable consulting, engineering, reasonable attorneys (in-house and outside counsel) or other professional fees including disbursements (collectively, "Losses"), which City Indemnitees, or any of them, may incur or suffer by reason of the following arising out of relating to or resulting from the following actions in the Developer's conduct of the Work or the activities of Developer or Constructors on the City's Property in connection with the Work or Developer's breach of this Agreement: (i) bodily injury or death of any natural person; (ii) damage to property of any person or entity; (iii) violations of Laws and Regulations; and (iv) misappropriation, infringement or misuse of intellectual property or industrial property rights of a third party; except to the extent any such Losses were caused by the negligent or willful misconduct or the actions or omissions of the City Indemnitees, or any of them.

**ARTICLE XIII.
ASSIGNMENT AND TRANSFER; NO THIRD-PARTY BENEFICIARIES**

Developer shall not permit this Agreement or any of its obligations or rights hereunder to be delegated or assigned voluntarily, involuntarily or by operation of law, without the express prior written authorization of the City in its reasonable discretion. This Agreement shall inure to the benefit of and bind the Parties and their permitted successors and permitted assigns.

**ARTICLE XIV.
CHANGES**

Section 1401. Relief Events.

(a) The City or the Developer may seek a change in Milestones or the Access Term, or in the financial terms, or seek other relief or remedies, by submitting a proposed Contract amendment to the other Party, indicating the Relief Event that is the basis for such proposed change, and following the administrative terms in Section 1402.

(b) The Parties acknowledge the following specific possible Relief Events:

- Changes in Laws or Regulations;
- Third-party claims;
- Breach of this Agreement by other Party;
- Hazardous Environmental Conditions;
- Changes in scope, extent, or character of the Project by the City;
- Temporary restraining orders or injunctions imposed on Project by a court;
or
- New Sales or Use Taxes.

Section 1402. Administration of Proposed Contract Changes.

(a) When a possible Relief Event occurs, the Party seeking relief shall give the other Party prompt written notice of the Relief Event.

(b) Promptly after giving written notice the Party seeking relief shall submit to the other Party a change order, that proposes potential modifications of Milestones, the Access Term, a change to the development budget, or other relief, and includes related documentation.

(c) The Parties shall meet and confer regarding the change order, and attempt to negotiate an agreeable resolution.

(d) If negotiations are not successful, then the Party seeking relief shall present the other Party with a final position in the form of specific proposed modifications to the Contract. The receiving Party shall approve or reject the proposed modifications within thirty (30) days of receipt. If the receiving Party has not approved or rejected the proposed modifications within thirty (30) days after receipt, the proposed modifications shall be deemed rejected.

(e) In the case of a rejection of the proposed modifications, the Party seeking relief shall have the option of exercising its rights under Article XV, Final Resolution of Disputes.

ARTICLE XV. FINAL RESOLUTION OF DISPUTES

Section 1501. Unresolved Change Proposals.

If the party submitting a Change Proposal as set forth above does not obtain the relief sought, and the administrative procedures set out in Section 1402 have been followed, the party may proceed to the final resolution of disputes under this Article.

Section 1502. Mediation.

If the Designated Representatives cannot resolve any unsettled Change Proposals, claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the Project, or this Contract or the breach thereof ("Dispute"), then the Designated Representatives will refer the Dispute to the City Attorney and the general counsel of Developer, Stone & Gerken, P.A., or any other officer duly appointed by the Developer. If the City and Developer cannot resolve the Dispute within thirty (30) days after referral of the Dispute to such

officers, then either Party may request mediation of the Dispute by a mutually acceptable mediator. The Parties will participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within one hundred and twenty (120) days of submission to mediation. The Parties will share equally the mediator's fees and related charges.

Section 1503. Final Resolution of Disputes.

If neither Party requests mediation, or if mediation is unsuccessful in resolving a Dispute, then (a) the Parties may mutually agree to a dispute resolution of their choice, or (b) either Party may seek to have the Dispute resolved by litigation. In the event litigation is prosecuted by any party, City and Developer agree to the maximum extent permissible by law to waive trial by jury. The sole and exclusive venue for resolution of any shall be the state courts in Sumter County, Florida. In no event shall the existence of litigation of any controversy or the settlement thereof in and of itself delay the performance of obligations under this Agreement.

ARTICLE XVI. MISCELLANEOUS

Section 1601. Controlling Law.

This Agreement is governed by and will be interpreted and enforced under the laws of the State of Florida. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Section 1602. Laws and Regulations.

The City and the Developer shall comply with applicable Laws and Regulations. The Developer specifically agrees that in the performance of the Project, it shall at all times comply with and cause each of its development team members and other contractors, subcontractors, vendors, consultants and agents to fully comply with all applicable laws, including environmental laws, permits, requirements of governmental authorities, and good industry practice. The Developer shall possess, and take commercially reasonable measures to assure that the Developer's team members and contractors and subcontractors possess, and maintain in effect all licenses (including all correct occupational licenses and professional licenses) permits, registrations, certificates, and authorizations required by all applicable Federal, state and local laws, statutes, ordinances and rules and regulations of any kind.

Section 1603. Notices.

Any notice, demand, request, consent, approval or other communication authorized or required hereunder (excluding day-to-day communication in the administration of this Agreement in the ordinary course) shall be in writing, shall be delivered personally or by national recognized overnight courier and shall be deemed to have been duly given and received upon receipt if delivery is made on a business day during regular business hours, or otherwise on the next business day. Confirmation of delivery of notice by an overnight courier shall be conclusive evidence of receipt of such notice. Notices to a party shall be addressed to such party at the addresses provided below, or such other addresses as a party may from time to time designate by written notice to the other party:

If to the City: Jason F. McHugh
City Manager
100 N Main Street
Wildwood, FL 34785
Email jmchugh@wildwood-fl.gov

With a copy to: Ashley Hunt, Esq.
City Attorney
601 S 9th Street
Leesburg, FL
34748
Email ashley@huntlawpa.com

If to the Developer: GC Development of Lake County, Inc.
Attn: Austin Guenther
P. O. Box 1273
Mount Dora, FL
32756

310 N. Baker Street
Mount Dora, FL
32757
Email austin.guenther@g3development.com

With a copy to: Scott A. Gerken, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL
32757
Email scott@stoneandgerken.com

Section 1604. Severability.

If any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.

Section 1605. No Waiver.

No waiver of provisions of the Agreement or any amendment thereto shall be effective unless they are in writing and signed by the Party against which enforcement is to be had.

Section 1606. Mutual Waiver.

In no event shall either Party have any liability to the other or its affiliates, contractors or subcontractors on account of any consequential, incidental, indirect, special, punitive or exemplary damages, whether in contract, tort (including negligence and strict liability) or under

any other legal or equitable principles whatsoever, or for any loss of profits, opportunity, reputation, financing or revenue.

Section 1607. Independent Contractor.

While Section 255.065, Florida Statutes, refers to public-private partnerships, that reference is to a means of project delivery, and not a description of a legal entity or relationship. The Contract does not create any principal-agent or employer-employee relationship, partnership, or joint-venture between the Parties.

Section 1608. Contractors and Consultants.

The Developer may retain such contractors and consultants as the Developer deems necessary to assist in the performance or furnishing of the Developer's responsibilities, subject to reasonable, timely, and substantive objections by the City.

Section 1609. Electronic Transmittals.

(a) The City and the Developer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

(b) The City and the Developer shall jointly develop protocols for electronic or digital transmittals.

Section 1610. Public Entity Crime Information Statement.

"A person or affiliate who has been placed on the convicts 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 Construction Manager, 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, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

Pursuant to Section 287.132 and 287.133 Florida Statutes, the City, as a public entity, may not transact any business in excess of the threshold amount set forth in Section 287.017, Florida Statutes, with any person or affiliate on the convicted Contractor list for the time periods specified unless such person has been removed from the list pursuant to law. Developer shall take all commercially reasonable measures to ensure that none of Developer's contractors, subcontractors, suppliers, utility companies, testing firms, and equipment rental companies, or the like run afoul of these requirements.

Section 1611. Scrutinized Company List.

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with

companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in any Business operations with Cuba or Syria, or which are on the list of Scrutinized Companies that Boycott Israel. The list of Scrutinized Companies is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of Scrutinized Companies can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

Section 1612. Discrimination Provision

The Developer will not discriminate on the basis of race, color, religion, sex, age, national origin, place of birth, or marital status, or against any qualified individual with disabilities, in its employment practices. The Construction Manager recognizes that sexual harassment constitutes discrimination on the basis of sex and violates this Rule, the City of Wildwood will not tolerate such conduct.

Section 16132. Maintenance.

Although not contemplated by this agreement, in the event that Developer maintains Parking Facilities beyond the time contemplated by this Agreement, the City shall have the power to monitor the maintenance practices of Developer to ensure that the Parking Facilities are properly maintained.

Section 1614. Use of Documents.

The Developer shall provide the City with final record drawings for all Project Facilities. The City may retain copies of all such drawings for information and reference in connection with the Project Facilities. Upon final payment by the City of the compensation due to the Developer under this Agreement, all rights and interests, including the copyright, in the design, including any Drawings and Specifications, are deemed to be instruments of service and Developer or Constructor shall retain ownership and property interests therein, including, but not limited to, any intellectual property rights, copyrights and/or patents. However, upon full payment, Developer or Constructor shall grant City a limited license to use such documents conditioned and subject to the following limitations:

(a) The City acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by the Developer, or for use or reuse by the City or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by the Developer or a duly licensed design professional;

(b) Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by the Developer, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Developer or to its officers, directors, members, partners, agents, employees, and consultants.

Section 1615. Designated Representatives.

The Parties designate the following individuals to act as their representatives with respect to the responsibilities under the Contract.

City

Jason F. McHugh

Developer

Austin Guenther

Each individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective Party whom the individual represents. Either Party may change its Designated Representative by providing written notice of the change to the other Party in accordance with the Notices section of this Agreement.

To facilitate efficient communication and information exchange relating to the Project, all official communication about material issues related to the Project shall flow through the Designated Representatives. Each Designated Representative is responsible for the further dissemination of information to other members of their respective teams. Each Designated Representative will actively involve and make available other team members to participate in regularly scheduled Project planning and progress meetings.

Section 1616. Counterparts.

This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The City shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Developer with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Section 1617. Public Records.

(a) Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(12), Florida Statutes. Any public record is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

(b) In accordance with Section 119.0701, Florida Statutes, the Developer, when acting on behalf of the City, as provided under Section 119.011(2), Florida Statutes, shall keep

and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Developer shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) The Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including materials exempt from disclosure pursuant to Section 119.071(3)(b)(1), Florida Statutes, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Developer does not transfer the records to the City. Upon the completion of the Agreement, the Developer shall transfer, at no cost, to the City all public records in the possession of the Developer and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of Public records, in a format that is compatible with the information technology system of the City.

(d) **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY REPRESENTATIVE AT E-MAIL: jmchugh@wildwood-fl.gov; PHONE NUMBER: 352-330-1330; ADDRESS: 100 N. Main Street, Wildwood, FL 34785.**

(e) Subject to any statutory requirements, the Developer shall maintain the confidentiality of all financial and other operational information relating to the Project, except to the extent that: (i) disclosure is required by law; (ii) disclosure is required for any filing or application in connection with a permit, certificate of occupancy, license or franchise; or (iii) such confidential information needs to be provided to any other consultant or professional being engaged by or on behalf of the City.

Section 1618. Warranty of Authority; Binding Agreement.

The Parties represent and warrant that the signatories below are duly authorized by the Party each represents to enter into this Agreement, and by their signatures do bind the Parties to the terms of this Agreement.

Section 1619. Amendments.

This Agreement may be amended or modified only in writing, executed by each Party. A waiver of enforcement of any obligation or waiver of covenant or the exercise of any right or remedy shall be in writing and signed by the Party to be bound thereby in order to be effective. The provisions of this Agreement are severable and the invalidity of one or more of the other provisions hereof shall not affect the validity or enforceability of any of the provisions hereof. This Agreement is the product of negotiation and neither Party shall be burdened by any presumption on the basis of its involvement in the drafting and preparation of this Agreement.

ARTICLE XVII. SUSPENSION AND TERMINATION

Section 1701. Suspension.

The City may suspend the Project for up to ninety (90) days upon seven days written notice to the Developer. The City shall be responsible for direct, reasonable, and documented costs resulting from the suspension, including all demobilization, remobilization, lost fees, revenue, impact on financing costs and reasonable site overhead costs resulting from any suspension.

Section 1702. Termination.

(a) If the Developer shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the Developer herein (a "Material Developer Default"), the City shall have the right to give written notice of such Developer Default to the Developer, and if, within ten (10) business days after receipt of such notice, the Developer has not promptly commenced or proposed for City consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Project), the rights and remedies of the City shall include the right to terminate this Agreement by giving written notice to the Developer, whereupon this Agreement shall automatically cease and terminate, subject, however, to the rights and remedies of the Parties to recover damages and other available remedies.

(b) If the City shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the City herein (a "City Default"), the Developer shall have the right to give written notice of such City Default to the City, and if, within ten (10) business days after receipt of such notice, City has not promptly commenced or proposed for Developer consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Project), the rights and remedies of the Developer shall include the right to terminate this Agreement by giving written notice to the City, whereupon this Agreement shall automatically cease and terminate, subject, however, the rights and remedies of the Parties to recover damages and other available remedies.

Section 1703. Damages.

Nothing contained herein shall be construed to prevent the City or G3 from seeking and recovering damages sustained by either or both of them as a result of a breach of any term or provision of this Agreement. The Parties shall, in addition to any other legal or other relief available to the Parties, be entitled to obtain specific performance or other equitable relief against the threatened breach of such provisions or the continuation of any such breach, without the necessity of proving actual damages and without the necessity of posting bond or other security.

ARTICLE XVIII PUBLIC-PRIVATE PARTNERSHIP

This Agreement, and the qualifying Project described herein are intended by the Parties to be a public-private partnership as described in Section 255.075, Florida Statutes, a/k/a Florida's

Public-Private Partnership Act.

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the Effective Date.

CITY: CITY OF WILDWOOD, FLORIDA

ATTEST:
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DATE: _____

DEVELOPER: GC DEVELOPMENT OF
LAKE COUNTY, INC.

Witness:

Name:

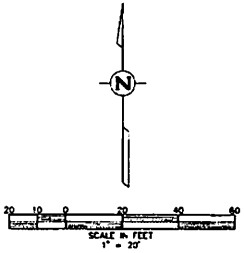
Printed Name

By: _____
Name: _____
Title: _____

DATE: _____

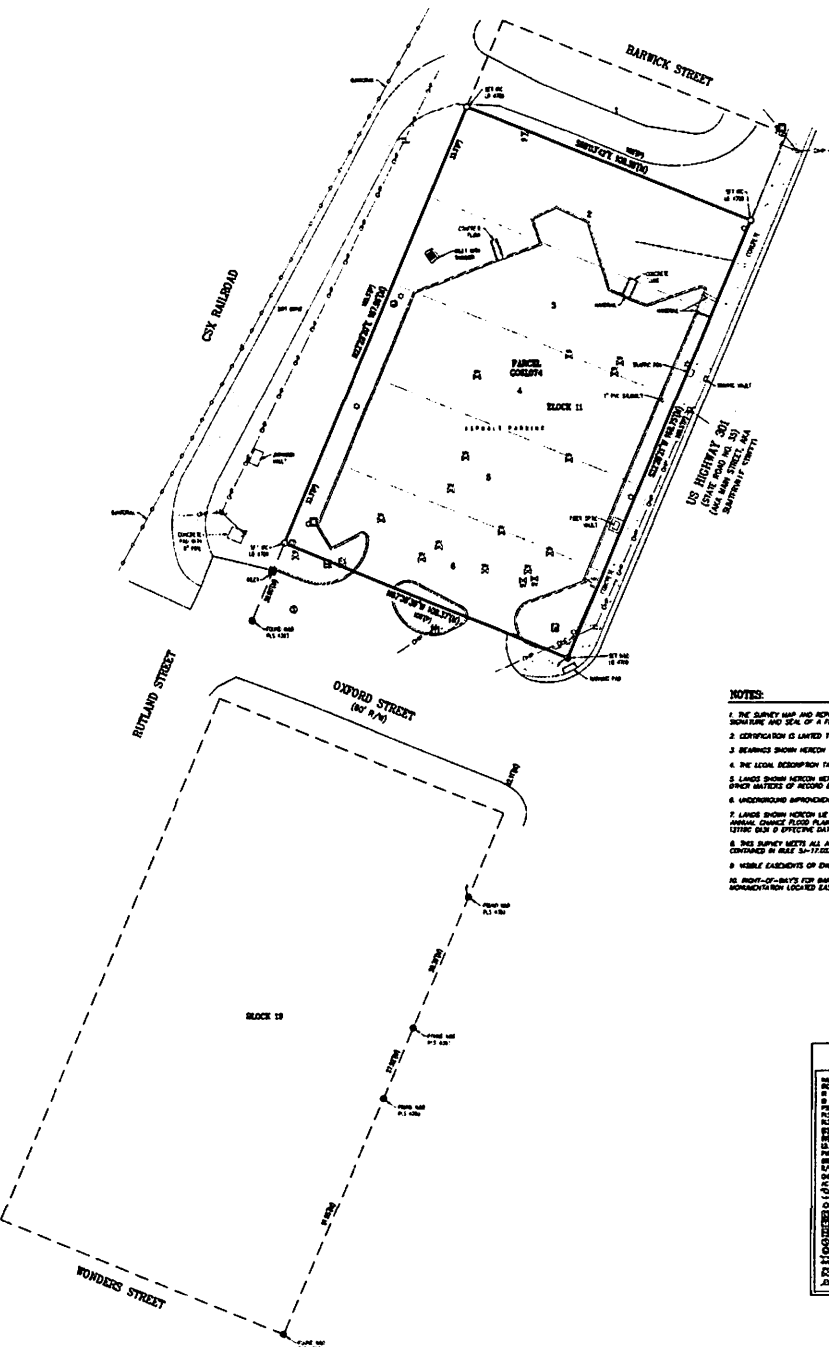
Exhibit A

BOUNDARY SURVEY



LEGAL DESCRIPTION

GRAND
OFFICIAL RECORDS BOOK 428, PAGE 638
LOTS 2, 3, 4, 5 AND 6, BLOCK 11, OF MASON'S EXTENSION OF DOWMAN SURVEY OF WILMWOOD, A SUBDIVISION IN
THE CITY OF WILMWOOD, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 56, PUBLIC
RECORDS OF ST. JOHNS COUNTY, FLORIDA.



NOTES:

1. THE SURVEY MAP AND REPORT OF THE COMMISSIONER ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO PARCELS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE WEST ZONE.
4. THE LEGAL DESCRIPTION TAKEN FROM INFORMATION SHOWN ON PROPERTY APPRAISER'S RECORDS.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR UNCHAINED INTERESTS OF RECORD BY THIS FIRM.
6. UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED.
7. LANDS SHOWN HEREON ARE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 6.05 ANNUAL CHANCE FLOOD PLAINS ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12330 AND D EFFECTIVE DATE: SEPTEMBER 27, 2014).
8. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN RULE 6A-17.002 OF THE FLORIDA ADMINISTRATIVE CODE.
9. VISIBLE CALCULATIONS OF ENCROACHMENTS OF ADJACENT AREAS ARE SHOWN ON NOTED HEREON.
10. RIGHT-OF-WAY'S FOR BARWICK STREET AND OXFORD STREET WERE ESTABLISHED FROM EXISTING MONUMENTATION LOCATED EAST OF U.S. HIGHWAY 90.

LEGEND

1	INDICATES BOUNDARY
2	INDICATES LOT CORNER
3	INDICATES SECTION CORNER
4	INDICATES SURVEYOR'S OFFICE
5	INDICATES SURVEYOR'S NAME
6	INDICATES SURVEYOR'S LICENSE NO.
7	INDICATES SURVEYOR'S DATE
8	INDICATES SURVEYOR'S FIRM
9	INDICATES SURVEYOR'S ADDRESS
10	INDICATES SURVEYOR'S PHONE NO.
11	INDICATES SURVEYOR'S FAX NO.
12	INDICATES SURVEYOR'S E-MAIL ADDRESS
13	INDICATES SURVEYOR'S WEBSITE
14	INDICATES SURVEYOR'S SOCIAL MEDIA
15	INDICATES SURVEYOR'S SIGNATURE
16	INDICATES SURVEYOR'S SEAL
17	INDICATES SURVEYOR'S FIRM

CERTIFIED TO:
CITY OF WILMWOOD

2/12/22
DATE
K. J. HARRIS
FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 2012

SHEET 1 OF 1	BOUNDARY SURVEY FOR CITY OF WILMWOOD	CITY OF WILMWOOD SECTION 6 TOWNSHIP 18 SOUTH, RANGE 23 EAST ST. JOHNS COUNTY, FLORIDA	CLIENT: CITY OF WILMWOOD JOB NO: 21000 DATE OF SURVEY: 2/12/22 FIELD BOOK: 121-6/17 DRAWN BY: JH CHECKED BY: JH FIELD FILE: CSX PARCEL CORNER	RECORDS	DATE	CFB FLORIDA CITY OF WILMWOOD ST. JOHNS COUNTY, FLORIDA 2012-2013
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Exhibit B

[illegible]

457 3000 134

7/20/2021	ADD INSTRUCTIONS
7/21/21 - 7/26/21	

DATE OF SURVEY	1	NOV 63	NOV 63
DATE OF SURVEY	1	NOV 63	NOV 63

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DR. B.
RANGE 23 EAST
FL. FLORIDA

70-442-ep 19 South
SEC 8
GARRETT CO.

RY SURVEY
FOR
WILLOW

- | | |
|----------|---------|
| BOUNDARY | CITY OF |
|----------|---------|

1 OF 1

- SHEET

CERTIFIED TO:
CITY OF INLDWOOD

Page 189 of 260

Exhibit C

Prepared by and return to:
Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
601 S. 9th Street
Leesburg, FL 34748

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (“**Agreement**”) is entered into as of the ____ day of _____, 2023 (“**Effective Date**”), by and between the **CITY OF WILDWOOD, FLORIDA**, a Florida municipal corporation (“**City**”), and **GC Development of Lake County, Inc.**, a Florida corporation d/b/a G3 Development (“**G3**”). City and G3 may each be referred to in this Agreement as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, City is the owner of that certain real property located in Sumter County, Florida as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (“**City Property**” and “**Easement Area**”);

WHEREAS, G3 has agreed to construct a Parking Garage that will benefit the City Property (“**Improvements**”);;

WHEREAS, City desires to grant a temporary easement in favor of G3 for purposes of the construction of the Improvements; and

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, City and G3 do hereby agree as follows:

1. **Recitals**. The Recitals stated above are true and correct, and their terms and provisions are incorporated herein for all purposes.

2. **Grant of Easement**. City hereby grants to G3 and G3’s successors, assigns, agents, employees, contractors, subcontractors, and vendors, a temporary, non-exclusive easement on, over and across the Easement Area for vehicular and pedestrian access, ingress, egress, materials storage, and general construction purposes, as reasonably necessary for G3 to construct the Improvements (“**Easement**”).

3. **Subject to Existing Matters**. The Easement is conveyed subject to all other easements, licenses and conveyances of record prior to the Effective Date and is further subject to the rights of City to use the City Property at any time, in any manner, and for any purpose, provided, however, that such use by City shall not restrict, be inconsistent or materially interfere with nor prevent the full utilization by G3 of the rights and privileges granted herein.

4. **Termination of Easement.** Upon G3's completion of the Improvements, as evidenced by a written certificate of completion/occupancy or its equivalent issued by City, G3 and the City will execute and record a termination of this Agreement, whereupon this Agreement and the Easement granted herein will terminate.

5. **Liens.** G3 will keep the City Property free and clear of all liens and encumbrances arising from the exercise by G3 of its rights under this Agreement.

6. **Damage/Destruction.** In the event that the City Property is damaged or destroyed in whole or in part by G3's exercise of its rights granted herein, G3 shall repair any damage at G3's expense.

7. **No Dedication.** No special right of access by the general public to any portion of the City Property is conveyed by this Agreement.

8. **Indemnification.** Except as attributable to the actions or omissions of City, G3, by acceptance and execution of this Agreement, hereby agrees to Indemnify, defend and hold harmless City from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, injuries, liabilities, damages, costs, expense, including attorney's fees and actual expert witness' fees paid for or incurred by City, arising out of, resulting from or incident to, any act or omission of G3 in relation to G3's work in the Easement Area.

9. **Waiver.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

10. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

11. **Notices.** All notices, demands, and any and all other communications which may be or are required to be given to or made by either Party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if sent (a) by registered or certified mail, return receipt requested, postage prepaid or (b) by reputable overnight courier delivery service, addressed as set forth below to the persons entitled to receive the same or to such other addresses as may be specified by written notice and delivered in accordance herewith. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, three (3) business days after deposit in the United States mail as provided above in the case of (a) above, or one (1) business day after deposit with the overnight courier delivery service in the case of (b) above. Notice or agreement from, by or among the attorney of a party shall constitute effective notice or agreement hereunder for all purposes hereunder and shall be binding among the parties hereto.

If to City:

City of Wildwood
Attn: Jason McHugh
City Manager
100 N. Main Street
Wildwood, Florida 34785

With a copy to:

Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
109 E. Main Street
Leesburg, Florida 34748

If to G3:

GC Development of Lake County, Inc.
P. O. Box 1273
Mount Dora, FL 32756

310 N. Baker Street
Mount Dora, FL 32757

With a copy to:

Scott A. Gerken, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757

12. **Successors/Assigns.** This Agreement and the terms and provisions hereof will run with the land and bind and inure to the benefit of the Parties and their respective legal representatives, and their successors and assigns.

13. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties as to the subject matter of this Agreement. No amendment or modification of this Agreement shall be binding unless in writing and executed by City and G3.

14. **Enforcement; Attorney's Fees.** In the event of a default under this Agreement, the Party not in default shall be entitled to any and all remedies available at law or inequity, including but not limited to an injunction or specific performance. Any Party that prevails in any such litigation to enforce the provisions of this Agreement shall recover as a part of its costs a reasonable attorney's fee, together with such other reasonable costs and expenses as the court deems appropriate.

15. **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN COMPLIANCE WITH THIS AGREEMENT.

16. **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Florida. Venue for any legal proceedings brought pursuant to this Agreement shall be exclusively in Sumter County, Florida.

(the Parties have signed this Agreement on the following page)

IN WITNESS WHEREOF, the Parties have executed this Easement as of the day and year set forth above.

WITNESSES:

GC Development of Lake County, Inc., a
Florida corporation d/b/a G3 Development

Witness Name: _____

By: _____

Its: _____

Witness Name: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____ as _____ of GC Development of Lake County, Inc., a Florida corporation d/b/a G3 Development, on behalf of said company, and who ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission

Expires: _____

WITNESSES:

City of Wildwood, a municipal corporation

Witness Name: _____

By: _____
Ed Wolf, Mayor

(Corporate Seal)

Witness Name: _____

ATTEST: _____
Susan Patterson, City Clerk

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Ed Wolf, Mayor of City of Wildwood, a municipal corporation, on behalf of the corporation, and who ☒ is personally known or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission
Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF CITY PROPERTY

Exhibit D



Wildwood Garage

Summary of Work

Project 22-2015

Wildwood, FL

November 28 2022

FINFROCK®



TABLE OF CONTENTS



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Project Description.....	7
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**OVERVIEW**

FINFROCK is pleased to provide a proposal for design-build services for a project in Wildwood, Florida. This Summary of Work describes the program, design, construction, limitations, and exclusions of the proposal.

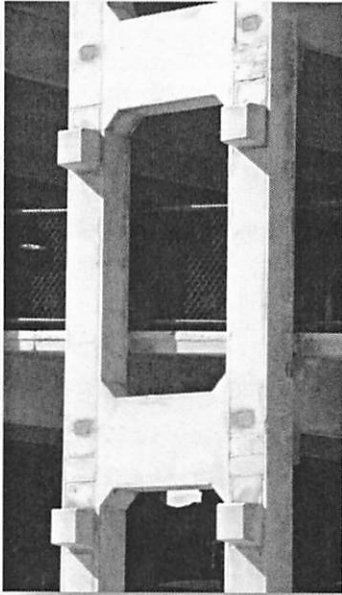
This proposal has been priced in today's dollars and is based on one continuous construction activity with no phasing of activities. A start date will need to be mutually agreed upon between the parties.

The Owner's Program includes a ground plus three elevated deck garage, complete with site work.

BRIEF SCOPE OF WORK

FINFROCK will provide the following:

1. Professional services including Architecture, Structural Engineering, and General Contracting of the garage.
2. Complete garage with approximately 126 stalls
3. FINFROCK will complete the site work. (Included as an allowance pending final design)



1. Ground plus three elevated decks of parking.
2. Two stairs and one elevator serve this structure.
3. Exterior elevations consist of wall panels with punched openings, spandrels, and shear walls.
4. Floor system is comprised of precast concrete double tees.
5. Foundations are spread footings bearing on virgin soils with a bearing capacity of 4,000 psf. and should be verified by a geotechnical engineer.

Building codes are not project specific and must be interpreted by each city, county, or other jurisdiction in which the project resides. The jurisdiction does not interpret code until permit documents are submitted. Our preliminary code review indicates the following:

1. The Authority Having Jurisdiction (AHJ) is Wildwood, FL
2. Construction Type IIA
3. Fire sprinklers are not required as this garage is open and separated from other structures by 20 ft. in accordance with FBC 903.2.11.3.
4. The structure is over three stories and therefore, requires standpipes in accordance with NFPA 13.2.2.2.
5. NFPA 101 section 42.8.3.4.1.2 states: "Open parking structures shall not be required to have a fire alarm system."
6. Per Exception 5 of FBC 715.1, fire resistant joints shall not be required in floors and ramps of open or enclosed parking garages.
7. For open garage where other occupants do not use the elevators and stair, rated joints of elevator walls are not required.

In the event the Authority Having Jurisdiction requires something other than what is anticipated here, the Owner will incur additional costs.



Section Four
BUDGET

BUDGET

See Exhibit B: Schedule of Values

PROJECT SOFT COSTS BY OWNER**BY OWNER**

1. Builder's risk and deductibles
2. Building permit and impact fees.
3. Tree, wetland and other environmental mitigation and impact fees.
4. Geotechnical explorations and reports
5. Property surveys.
6. Material and structural inspections in accordance with the AHJ and Engineer of Record to include:
 - a. Construction material testing
 - b. Geotechnical inspections
 - c. Threshold and special structural inspections
7. Civil and landscaping design fees
8. Re-occurring fees for elevators, fire alarm systems, car chargers and the like

DIVISION 1: GENERAL CONDITIONS**BY FINFROCK**

1. Jobsite requirement such as construction trailer, safety rails, temporary water, etc.
2. Stormwater Pollution Prevention program.
3. Design and administration, including:
 - a. Architectural
 - b. Structural
 - c. Cladding
 - d. Specialty engineering, (e.g. curtain walls)
 - e. Mechanical
 - f. Electrical
 - g. Plumbing
 - h. Fire Protection
9. Site cleanup.
10. Equipment and tools.

11. Supervisory and administrative personnel.
12. Chain link construction site fencing with a solid color windscreen for FINFROCK activities.

DIVISION 2: EXISTING CONDITIONS

BY OWNER

1. Project soils investigation, reporting, recommendations, material testing.

BY FINFROCK

1. Protect roadway
2. Offsite construction employee parking.
3. Offsite precast trailer storage
4. Silt and temporary site fencing.
5. Demolition of asphalt, trees, curbing, and landscaping.
6. Removal and storage of site lighting.

NOT ANTICIPATED

1. Deleterious materials
2. Relocation of power lines
3. Demolition of storm, water, sanitary or power lines

DIVISION 3: CAST-IN-PLACE CONCRETE

SPREAD FOOTINGS

1. Design based on 4,000 psf soils pressure.
2. Provide 110 lbs. of reinforcing per cu.yd. of concrete.
3. Top of perimeter foundations are 24 in. below finished floor.
4. Top of interior foundations are 42 in. below finished floor.
5. Excavation by FINFROCK concrete subcontractor.
6. Concrete is 4,000 psi.

SLAB ON GRADE

1. 5 in. (non-structural) slab on grade inside the structure footprint:
 - a. Include thickened slab at edge of slab where located at an entrance, exit or elsewhere vehicles will be loading the edge, at fencing locations, and CMU walls.
 - b. Include slab up to retaining wall at ramp.
 - c. Include saw cutting 12 ft. on center.
 - d. Expansion and/or control joints shall not be caulked except at structural slabs or at enclosed spaces that receive vapor barriers
 - e. Include fiber-mesh.
 - f. Include termite protection.
 - g. No vapor barrier required for exposed concrete finishes in garage spaces.
 - h. Slab on grade at dead space under the ramp up to retaining wall.

OTHER SCOPE BY FINFROCK

1. Wheel stops are included at first floor where a car could drive out of garage footprint.



DIVISION 3: STRUCTURAL PRECAST CONCRETE

1. Columns and interior column walls along ramps.
2. Elevator walls and roof.
3. Columns, spandrels, and walls at elevated structure.
4. Elevator lobby overhang.
5. Inverted Tee beams.
6. Fully pre-topped 12 ft wide double tees, no washes needed, designed to support a 3,000 lb. wheel load and 40 PSF live load to support passenger vehicles only. The structure has not been designed to accommodate heavier vehicles or stored materials, however, for additional costs, higher point loads may be accommodated.
7. Signed and sealed bracing plans
8. Overhead chord and end connections locations to avoid pockets on the top side
9. Corbels, not ledges on spandrels to avoid bird perches
10. Curbs at ramps.
11. Erection of precast items listed above.

DIVISION 4: MASONRY

1. Cast stone at base of stair towers.
2. No. 5 reinforcing with grout at each corner and 48 in. on center.
3. Horizontal joint reinforcing every other course and epoxy reinforcing into adjacent precast as shown.
4. Neatly cut top course around precast structure, allow $\frac{3}{4}$ in. gap and seal with fire safing on both sides.
5. Close up elevator frames to precast with 8 in. reinforced block. Provide a parged finish to mimic precast/stucco finish.



GARAGE

1. Electric room
2. Low voltage room

DIVISION 5: METALS

1. Power coated aluminum bands
2. Powder coated aluminum canopies
3. Powder coated aluminum stair railings with perf at exterior face
4. Powder coated grills in window openings.
5. Elevator spreader beams at each floor for each elevator.
6. Elevator pit ladder and hoist beam each elevator pit.
7. Vinyl coated black chain-link fencing on pipe at interior column wall openings at ramp.
8. Vinyl coated black chain-link fencing under ramp for access to dead space under ramp.

DIVISION 6: WOOD WORK

1. None

DIVISION 7: CAULKING, COATINGS

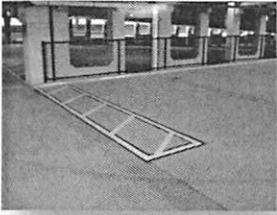
1. Place Cetco Voltex on bottom and sides of elevator shafts. Wrap adjacent foundation as required to maintain complete wrap.
2. Install fillet joint at each stair railing post for positive drainage away from post.
3. Per Exception 5 of FBC 714.1, fire resistant joints shall not be required in floors and ramps of open or enclosed parking garages.

4. According to IBC, open garages do not require rated sealants at stairs.
5. Deck joints above mechanical and electrical rooms are two-hour rated.
6. Caulking is an extended life Dow silicone product (10-year warranty) at all areas except exterior panels. Typical exterior precast joints will receive text coating on urethane.
7. Provide Neogard Auto-Gard liquid applied membrane over:
 - a. Electrical room
 - b. Low voltage room

DIVISION 8: STOREFRONT, DOORS, AND HARDWARE

1. Glass and glazing
 - a. Elevator lobby roof level
 - i. Two or three-sided, (see design) 9 ft tall in non-insulated with Low E, non-impact storefront with door, push bar, closure.
2. Provide doors, frames and hardware at exterior doors that carry appropriate NOAs and/or Florida product approvals with the following:
 - a. Hagar or equal grade 1 mortised locksets with removable cores, one bit keying
 - b. Hagar or equal grade 1 8800 exit devices at stair exits
 - c. Hagar or equal grade 1 door closers 351
 - d. Hagar or equal hinges stainless steel
 - e. Rockwood or equal flush bolts, door stops, wall bumpers, and kick plates
 - f. Pemko or equal thresholds, weather-stripping, and smoke and fire gasketing
 - g. No wire glass vision lights

DIVISION 9: INTERIOR FINISHES



Item	Location	Material	Finish	Notes
Garage interior	Ceiling	Precast walls	Unpainted	
	Floor	Precast walls	Unpainted	
	Walls	Precast walls	Unpainted	
	Lite walls	Precast walls	Unpainted	
Stairs	Interior walls	Precast walls	Painted	Flat Finish
Elevator lobbies	Ceiling	Precast	Unpainted	
	Floor	Precast	Unpainted	
	Walls	Precast walls	Painted	
Light fixtures	Covered deck	Varies	Powder coat or baked enamel	White
Light poles	All	Aluminum	Powder coat	White
Doors/frames	All	Hollow metal	Primed and painted	
Stair rails	All	Aluminum	Powder coat	Standard colors
Stall	All	Painted	4 in. white on 6 in. black	
Non stall	All	Painted	4 in. white on black at perimeter and field at 36 in. on center	Diagonal, see photo

DIVISION 9: EXTERIOR FINISHES

1. Caulking is an extended life Dow silicone product at all areas except exterior panels. Typical exterior precast joints to receive urethane.
2. Painted precast at all non-brick exterior walls (two standard earth-tone colors). Excessive cut-ins are not included in this price. Detailed exteriors need to be developed and priced if desired.
3. Pricing based on renderings dated 5/10/2022.

DIVISION 10: SPECIALTIES

1. Code-required and basic way-finding signage
2. Vehicular entrances:
 - a. 12 in. tall by 5 ft. long wall mounted sign with reflective vinyl graphics on one side and 8 in. by 7 ft. PVC clearance bar with reflective vinyl graphics suspended underneath.
3. Stair and room signage:
 - a. 1/8 in. thick polymer sign, equal to Romark, with 1/32 in. raised graphics and Braille or as required by code. Color coded by level. Wall mounted, sized as required by code.
4. Other miscellaneous interior signs:
 - a. 12 in. tall, long powder coated aluminum hanging sign with reflective vinyl graphics. Locate signs to provide direction to exit from each level.
 - b. Color coded level indicators at columns: 30 in. square color coded at columns on ends of lite walls each level with 26 in. tall digit indicating level.
5. Monumental parking signs on east and north elevations
6. Black fabric awnings as shown on elevations.

DIVISION 11: EQUIPMENT

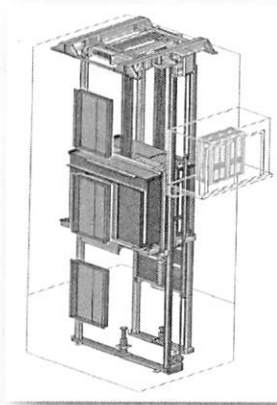
1. None

DIVISION 12: FURNISHINGS

1. None

DIVISION 13: SPECIAL CONSTRUCTION

1. None



DIVISION 14: ELEVATORS

BY OWNER

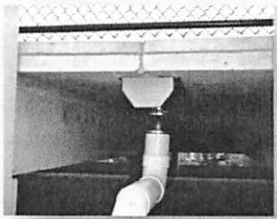
1. Early release of construction funds during Design Phase to be used as Deposits to release production of elevators/escalators.

BY FINFROCK

1. One machine-room-less 2500 lb. 150 fpm elevator.
2. Elevator to have:
 - a. Standard stainless-steel finishes.
 - b. Stainless paneled ceilings with downlights.
 - c. Battery lowering in the event of power failure unless equipped with an emergency generator.
 - d. Stainless steel frames and doors at each level.
 - e. Hall lanterns each level, showing the direction of car travel only.
 - f. Rubber flooring equal to Roppe, medium gray color.
 - g. Equipment rooms located next to the top floor, adjacent to the shaft.
 - h. Twelve-month service agreement.

DIVISION 21: FIRE SUPPRESSION

1. Engineering and permitting fees.
2. Provide a standpipe system.
3. Provide fire extinguishers sized and located per maximum travel distances as required by NFPA #10, latest edition. The fire extinguishers shall be located within aluminum finish cabinets with lockable doors equipped with breakaway panels. Include the cost of signage.
4. Provide a wall mounted chrome fire department connection and a yard type fire department connection 60 linear feet away from the garage, along a major vehicular path.



DIVISION 22: PLUMBING SYSTEMS

1. Engineering and permitting fees.
2. See Clarifications for tie-ins to site utilities.
3. All tie-ins by FINFROCK plumbing subcontractor.
4. Low points located at CL B.
5. Locate keyed hose bibs end of lite walls, each level, at CL 2 and CL 4.

Storm Drain Schedule	
Location	Type/Description
Ground floor	Area drains
Covered levels	Slot drains, 4 ft. at each side of low point
Top level	Trench drain, length as required at each side of low point
Bottom of uppermost ramp	Trench drain, 4 ft. at each side of low point
Mid ramp of uppermost ramp	Trench drain, 4 ft. on one side of the ramp

6. If not located at lite walls, core drill pipe penetrations in deck .
7. Domestic water pipe to be CPVC.
8. Provide sump pumps for elevator shaft

DIVISION 23: HVAC SYSTEMS

1. Engineering and permitting fees
2. Provide passive ventilation for:
 - a. Electric room
3. Provide conditioned air for:
 - a. Elevator equipment

DIVISION 26: ELECTRICAL

1. Engineering and permitting fees.
2. See Clarifications for tie-ins to site utilities.
3. Temporary power to trailer and pad.
4. 480V electric service.
5. Main service, disconnects, meter bases, grounding, feeders, panels, transformers, breakers, switches, and time clocks.
6. Use weatherproof boxes whenever subject to rain.



7. Deck lighting:
 - a. Control perimeter fixtures with timer and photo-cell.
 - b. Provide motion detector at each fixture for garages that are not exposed to sunlight.
 - c. The basis of design is one of the following fixtures:
 - i. ECO lighting
 - ii. Cooper Top Tier LED
 - iii. Lithonia DSXPG LED
 - iv. Lithonia PGX LED
 - v. Phillips Guardco SVPG LED
 - d. Provide 4.5 foot-candle average and 2.0 foot-candle minimum horizontal luminance for all ramps and drive aisles. Max/Min ratio shall not exceed 6.0.
 - e. Provide 2.0 foot-candle average & 1.0 foot-candle minimum horizontal luminance for all parking bays. Max/Min ratio shall not exceed 6.0.
 - f. Emergency lighting: Provide batteries or fluorescent back up fixtures
 - g. Provide minimum horizontal luminance for all entries and exits (during daylight hours only) of 20.0 foot-candle or 10 times the calculated average for parking bays, whichever is greater. Provide 3.0 foot-candle average & 2.0 foot-candle minimum during nighttime hours. Consideration of daylight contribution shall be permitted for this calculation. Area of increased luminance shall be 66 ft. long by 50 ft. wide, measured from the shadow line at the portal.
 - h. Light loss factor shall be per AHJ
 - i. Reflectivity shall be not more than 20% for floor. 0% for ceilings and walls.
8. Stair lighting:
 - a. The basis of design is LED fixtures from the same manufacturer as garage fixture. Meet IES and local codes. Lighting should be such that there are no dark spaces. Provide LED wall packs at stair towers to illuminate exit doors at ground floor.
9. Roof lighting:
 - a. The basis of design is LED fixtures (standard gray, unless specified otherwise,) from same manufacturer as garage fixture with 0.5 foot-candle minimum from 16 ft. to 20 ft. steel poles with 2, 3, or 4 head configuration.
10. Other lighting:
 - a. Illuminate exterior doors and their pathways away from building.

- b. Exit lights to meet requirements by the AHJ, but no less than sufficient quantity and location to allow at least one exit light, less than 75 ft. away, to be seen from any and all drive isles.
 - c. Appropriate fluorescent fixtures for task lighting at mechanical/electrical/fire pump, and other miscellaneous rooms.
 - d. Four additional deck fixtures and one quad receptacle under ramp in the dead space.
11. Meet or exceed all local jurisdiction lighting requirements.
 12. Two 4 in. Tele/data conduits from 5 ft. outside of building footprint to electric room and plywood tele-board and quad receptacle.
 13. Power to elevators.
 14. Power to mechanical systems described in Division 23.
 15. Power and empty conduits for equipment described in Division 11.
 16. Power receptacle for each stair on each floor.
 17. Power receptacles for mechanical, elevator, electrical, fire pump, generator, tele/data, and other miscellaneous rooms. Coordinate size and locations.

DIVISION 27: COMMUNICATIONS

1. See clarifications for tie-ins to phone lines.

DIVISION 28: ELECTRONIC SAFETY AND SECURITY

1. None

DIVISION 31: EARTH WORK

BY OWNER

1. Certified gridline intersections located near the four corners of the garage and benchmark elevation.
2. Storm water management and ponds.

BY FINFROCK

1. Compacted and tested building pad and grading of site.

NOT ANTICIPATED

1. Import or export

2. Removal of deleterious soils
3. Site slope

DIVISION 32: EXTERIOR IMPROVEMENTS

BY OWNER

1. None

BY FINFROCK

1. Two new entrances into garage
2. Repairs to existing sidewalks at roadway
3. Reinstallation of existing site lighting
4. Landscaping consists of ground cover with trees with ten less than 2 caliper
5. Irrigation to tie into domestic line

NOT ANTICIPATED

1. New curbs and sidewalk at roadway
2. New parallel parking at roadway
3. New site lighting
4. Brick pavers
5. Work west of property line
6. Dumpster enclosures, and bike racks
7. Retaining walls outside the footprint of the building
8. Benches, trash containers, tree grates, and porte-cocheres

DIVISION 33: UTILITIES

BY OWNER

1. Hidden conditions
2. Account setup and point of service locations for electric, phone, data, and gas lines.

BY FINFROCK

1. Domestic water tied into line adjacent to roadway
2. Use existing power line
3. Telephone sleeves to 5 ft out

NOT ANTICIPATED

1. Offsite work
2. Oil sand separators
3. New power to site
4. Fire lines
5. Sanitary lines
6. Storm vault under footprint with outflow to existing outlet

1. Notwithstanding anything contained herein or elsewhere to the contrary it is understood that 10% retainage shall be withheld until the project is 50% complete, at which time no further retainage may be withheld. Design-builder shall be entitled to a payment of retainage for all funds except those equal to 150% of the actual cost of remaining work upon substantial completion. Owner shall reasonably consider early release of retainage for subcontractors whose scopes are completed early in the project.
2. Notwithstanding anything contained herein or elsewhere to the contrary, it is understood that Design-builder shall be entitled to payment for material manufactured and suitably stored off site a precast manufacturer's facility. Adequate insurance, security, and documentation evidencing transfer of ownership shall be provided to owner.
3. Notwithstanding anything contained herein or elsewhere to the contrary, including but not limited to the agreement between the parties and any exhibits contained therein, should any inconsistency, conflict or dispute arise between this Clarification Section and any such other document, then Clarification Section shall govern.
4. Owner to provide 'four corners' with offsets establishing building layout from property corners.
5. The FINFROCK precast structure will be constructed with tolerances in accordance with PCI Handbook 7th edition section 13.3 which includes special attention to exterior walls, floor levels, door openings and expansion joint widths that are shared with other structures. Similarly, we ask that adjacent structures also pay special attention to tolerances at these shared areas. Failure to maintain planned dimensions could result in additional work on FINFROCK's part and additional costs to the Owner.
6. This budget is based on schematic documents. FINFROCK will produce more detailed drawings and a guaranteed lump sum price through a two-part DBIA Contract.
7. Site work is included as an allowance pending final design. In the event final site work costs exceed the allowance, a change order will be issued to the Owner to reimburse FINFROCK the amount exceeded. Likewise, in the event final site work costs fall short of the allowance, a change order will be issued to the Owner to reimburse the Owner any remaining amounts of the allowance.
8. Utilities are to be coordinated
9. Sales and use taxes are included in compliance with a lump sum real property contract. If you plan on implementing an Owner Direct Purchase Program, we can provide you with approximate Sales and

Use Tax savings. Precast concrete is a product manufactured specifically for this project. As a manufacturer, we pay a use tax on the direct raw materials such as sand, cement, and reinforcing steel and on the direct labor and labor related overhead which makes up only a portion of the total precast concrete cost. Engineering, concrete mixing plant, casting tables, cranes, indirect labor, hauling and erection all add to the total cost of the product. As such, we will only be able to provide a tax savings on the use tax we would ordinarily pay for these certain direct costs. For more information please see the applicable sections of Florida Administrative Code Sections 12A-1.051 and 12A-1.043. Anything to the contrary notwithstanding, if any taxing entity should require or attempt to require tax (use, sales or otherwise) beyond as contemplated herein, by accepting this Scope of Work, you hereby agree to indemnify, defend and hold us harmless against any such claim or expenditure related to such requirement or attempted requirement, including the payment of such taxes and any and all legal fees (pre-litigation, post-litigation, during litigation and any collection costs). This requirement is hereby made a part of the Prime Contract by reference.

10. The Owner will provide and the Design-Builder is entitled to reply on geotechnical studies in developing the foundation design for maximum benefit to the Owner. These geotechnical studies may consist of Standard Penetration Tests, Pressure Probes, Ground Penetrating Radar, mass excavations, Pile Driving Tests and others. The type, depth and frequency of test is ultimately up to the Geotechnical Engineer. Finrock can assist in reviewing the exploration plan prior to execution by providing a probable foundation plan, loads and settlement criteria. Additional borings and testing may be required depending on type and consistency of soils discovered. Please contact your Finrock Representative for more information on this important matter.
11. The Owner will provide, and the Design-Builder is entitled to rely on, surveys describing the property for use during design and construction, including existing service and utility lines, geotechnical studies describing subsurface conditions, temporary and permanent easements, zoning and other requirements and encumbrances affecting land use; and, to the extent available, as-built and record drawings of any existing structures at the Site; and, to the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous conditions, in existence at the site.
12. Due to the unpredictable nature of the project subsurface conditions (including the potential for localized subsurface voids), and in an attempt to minimize overall costs to the project, we have included in our proposal limited pile lengths and grout. We will track actual linear footage of piles and grout used, via delivery tickets, and issue a Change Order for reimbursement for additional linear footage and grout if used.
13. In the event the Buyer requires participation in an Owner or Contractor Controlled Insurance Program or any other similar

insurance program, FINFROCK will only provide credits for insurance premiums matching those actually received for such a program.

14. Construction materials for work to be performed by others shall not be stored in or conveyed through the garage without written approval by FINFROCK.
15. Storing of heavy vehicles and/or materials in the garage may void the warranty and may result in additional costs to inspect and repair the structure, rails, doors, etc.
16. Any additional costs due to cleaning, restriping, or repair of the garage in any way due to use of the garage by others before FINFROCK completion and turnover will be an additional cost to the Owner.
17. To the extent any warranty is provided in excess of one (1) year, it is understood that the bonds provided (if any) are not applicable to any duration in excess of one (1) year.

**Section Seven
EXCLUSIONS**

1. Notwithstanding anything contained herein or elsewhere to the contrary, including but not limited to the agreement between the parties and any exhibits contained therein, should any inconsistency, conflict or dispute arise between this Exclusion Section and any such other document, then Exclusion Section shall govern.
2. Builder's Risk Insurance, including premiums and deductibles.
3. Building permit, impact fees and environmental fees.
4. Localized zoning, architectural review boards, planning boards, historical districts, neighborhood planning board requirements, and campus specifications.
5. Primary and secondary conduits/conductors and transformers beyond those called out for in clarifications.
6. Geotechnical reporting and inspections.
7. Additional time and costs due to buried debris, deleterious soils, sink holes, settlement, shifting, heaving or other soil anomalies irrespective if these conditions are hidden or unique to this project.
8. Testing of materials. Be advised that the geotechnical report may restrict who may be hired for geotechnical observations and materials testing.
9. Threshold inspection services if project is either:
10. FF&E other than specifically included in above narrative.
11. Tele/data wire to structure and final location.
12. Fire alarm monitoring and proprietary fire alarm panels.
13. Elevator monitoring.
14. Offsite utilities
15. Finishes at the elevator lobbies beyond painted precast walls.
16. LEED design and construction.
17. Davis-Bacon or prevailing wages.
18. Chain link or security fencing for site once complete.
19. Provision for expansion of size and foundations for future phases.
20. Grade spandrels.
21. Fire sprinklers, the structure has standpipes.
22. Fire pump.
23. Fire alarm systems.
24. Lightning protection.
25. Fire alarm voice evacuation.

26. Security, panic buttons, cameras, monitors, and recording devices.
27. Emergency generator.
28. Speed bumps
29. Fee collection systems.
30. Access control systems, perimeter fencing.
31. Security design and construction other than specifically called for above.
32. Factory Mutual Insurance Requirements
33. Emergency Responder communication devices
34. Public Safety DAS/BDA cabling and devices.
35. Police inspection items such as safety mirrors
36. Design, inspections, or schedule attainment for any work by others, including schedule and TCO/CO attainment for FINFROCK work due to delay in work by others

Exhibit E

PROJECT COST

Preconstruction	\$145,012.00
General Conditions	\$86,616.74
Soft Costs	\$390,269.00
Site Construction	\$530,000.00
Vertical Construction	\$5,344,988.00

Subtotal	\$6,496,885.74
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Project Team	\$120,360.00
Entrepreneurial Incentive 10%	\$701,122.00

Subtotal	\$7,318,367.74
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Contingency	\$350,000.00
Interest Reserve	\$176,747.00
Bonding	\$16,564.00

Total Cost	\$7,861,678.74
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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of the _____ day of March, 2023 (the "**Effective Date**"), is entered into between the CITY OF WILDWOOD, a Florida municipal corporation ("**Seller**"), having an address at 100 N. Main Street, Wildwood, Florida 34785, and GC DEVELOPMENT OF LAKE COUNTY, INC., a Florida corporation, doing business as G3 DEVELOPMENT ("**Purchaser**"), having an address at 310 N. Baker Street, Mount Dora, Florida 32757.

RECITALS

WHEREAS, Seller owns certain real properties located at 107 and 101 South Main Street and 100 Wonders Street, Wildwood, Florida (the "Land" as defined below) that are vacant, dilapidated, and targeted for redevelopment as part of Seller's Downtown Master Plan ("Master Plan"); and

WHEREAS, on June 13, 2022, the Seller approved, and Purchaser and Seller executed, a Memorandum of Understanding, which constituted an interim agreement under Section 255.065(6), Florida Statutes, proposing the development of the G3 Proposal as a qualifying project; and

WHEREAS, contemporaneously herewith, Seller and Purchaser have entered into a Downtown Revitalization Development Agreement pursuant to Section 255.065, Florida Statutes (the "P3 Agreement") to provide for the redevelopment of the Land; and

WHEREAS, the P3 Agreement provides for the sale of the Land to G3 and the development of the Land by Purchaser consistent with the Master Plan; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the following meanings:

"**Agreement**" has the meaning set forth in the preamble.

"**Assumed Contracts**" has the meaning set forth in Section 8.03.

"**Assumed Permits and Licenses**" has the meaning set forth in Section 2.01.

"**Assumed Warranties and Guaranties**" has the meaning set forth in Section 2.01.

"**Bill of Sale**" has the meaning set forth in Section 5.02..

"**Bring Down Certificate**" has the meaning set forth in Section 5.02(f)

"**Business Day**" has the meaning set forth in Section 15.04.

"CERCLA" has the meaning set forth in Section 7.01(i).

"Closing" has the meaning set forth in Section 5.01.

"Closing Date" has the meaning set forth in Section 5.01.

"Deed" has the meaning set forth in Section 5.02(a).

"Deposit" has the meaning set forth in Section 3.01(a).

"Effective Date" has the meaning set forth in the preamble.

"Environmental Laws" has the meaning set forth in (h).

"Escrow Agent" has the meaning set forth in Section 3.01(a).

"Excluded Personal Property" has the meaning set forth in Section 2.02.

"Hazardous Materials" has the meaning set forth in (h).

"Improvements" has the meaning set forth in Section 2.01(a).

"Intangible Property" has the meaning set forth in Section 2.01(j).

"Land" has the meaning set forth in Section 2.01(a).

"Mandatory Title Removal Items" has the meaning set forth in ARTICLE III(b).

"Master Plan" has the meaning set forth in the recitals.

"Memorandum of Understanding" has the meaning set forth in the recitals.

"Monetary Liens" has the meaning set forth in ARTICLE III(b).

"Notice to Proceed"—The City's written notice to the Developer to proceed with construction of the Project Facilities as provided in Section 402 of the Downtown Revitalization Agreement.

"Notices" has the meaning set forth in Section 10.01.

"P3 Agreement" has the meaning set forth in the recitals.

"Permitted Exceptions" has the meaning set forth in Section 6.02.

"Personal Property" has the meaning set forth in Section 2.01(c).

"Plans and Surveys" has the meaning set forth in Section 2.01(f).

"Property" has the meaning set forth in Section 2.01.

"Purchase Price" has the meaning set forth in 0.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser's Costs**" has the meaning set forth in Section 11.01(b).

"**Purchaser's Default**" has the meaning set forth in Section 11.01(a).

"**Purchaser's Termination Notice**" has the meaning set forth in Section 9.02.

"**Recitals**" are the statement of certain facts, infra, which are incorporated by reference in Section 1.02.

"**Seller**" has the meaning set forth in the preamble.

"**Seller's Default**" has the meaning set forth in Section 11.01(b).

"**Service Contracts**" has the meaning set forth in Section 7.01(f).

"**Survey**" has the meaning set forth in Section 6.03(a).

"**Title Commitment**" has the meaning set forth in Section 6.03(a).

"**Title Insurance Company**" shall mean any title insurance company licensed and authorized to do business in Florida, as selected by Seller pursuant to Section 6.03 of this Agreement.

"**Title Objection**" has the meaning set forth in Section 6.03(b).

"**Title Objection Notice**" has the meaning set forth in Section 6.03(b).

"**Voluntary Liens**" has the meaning set forth in Section 6.04(b).

Section 1.02. Incorporation of recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

ARTICLE II CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller all right, title, and interest that Seller has in the Property, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**");

(a) All that certain lot, piece, or parcel of land located at 107 and 101 South Main Street and 100 Wonders Street, Wildwood, Florida (Parcel Numbers G06L154; G06L152, G60L165, and G06L156, as more particularly bounded and described in **Exhibit "A"** attached hereto and hereby made a part hereof (the "**Land**");

(b) All buildings and improvements located on the Land and any and all fixtures attached thereto (collectively, the "**Improvements**");

(c) All equipment, machinery, apparatus, appliances, and other articles of personal property located on and used in connection with the operation of the Improvements (collectively, the "**Personal Property**");

(d) Notwithstanding anything to the contrary, City is not transferring or vacating any rights-of-way, easements, licenses, or the like held by this City for public purposes.

(e) All plans, surveys, specifications, drawings, architectural and engineering drawings, and other rights relating to the construction of the Property (collectively, the "**Plans and Surveys**");

(f) All right, title, and interest of Seller in and to the Assumed Contracts, pursuant to Section 8.03 of this Agreement;

(g) Any permit, entitlement, governmental approval, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the construction, ownership, operation, and use of the Property to the extent transferable with the sale of the Property (collectively, the "**Assumed Permits and Licenses**");

(h) Any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the sale of the Property ("**Assumed Warranties and Guaranties**"); and

(i) All rights, title, and interests of Seller in and to any intangibles associated with the Property, including, without limitation, goodwill, logos, and designs related to the Property and other general intangibles relating to the Property (collectively, the "**Intangible Property**").

Section 2.02 Excluded Personal Property. Notwithstanding the foregoing, the sale of the Property contemplated by this Agreement shall not include the personal property agreed to in writing by the Parties before the end of the Due Diligence Period (the "**Excluded Personal Property**"), which Excluded Personal Property is expressly excluded from such conveyance.

Section 2.03 AS-IS.

(a) Except as expressly set forth in this Agreement to the contrary, Purchaser acknowledges that Purchaser is purchasing the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the date of this Agreement. Purchaser has undertaken or shall undertake all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or nonexistence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the property, and based upon same, Purchaser is a sophisticated and knowledgeable purchaser of real estate and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements,

representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement.

(c) The provisions of this Section 2.03 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

ARTICLE III PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price to be paid by Purchaser to Seller for the Property is Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "**Purchase Price**"). Such Purchase Price equals the appraised value of the Property as set forth on the appraisal obtained by Seller and performed by The Market Connection dated May 23, 2022. The Purchase Price shall be payable as follows:

(a) Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "**Deposit**") by Purchaser's check, subject to collection, made payable to Hunt Law Firm, P.A., as escrow agent ("**Escrow Agent**"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of Article XII of this Agreement.

(b) The balance of the Purchase Price in the amount of Two Hundred Ninety Thousand and 00/100 Dollars (\$290,000.00) shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the deed, by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Escrow Agent as closing agent.

ARTICLE IV DUE DILIGENCE INVESTIGATION

Section 4.01 Purchaser hereby waives any due diligence inspections. Seller has provided Purchaser with the following documents:

1. **Lead based paint survey;**
2. **Phase I environmental site assessment;**
3. **Asbestos-containing materials survey;**
4. **Structural assessments (for all three (3) structures); and**
5. **Boundary Survey.**

City has previously conducted due diligence and will provide Purchaser with its due diligence documents. Purchaser shall have thirty (30) days from the Effective Date to review and determine, in Purchaser's sole discretion, whether to terminate this Agreement. If Purchaser elects to terminate this Agreement upon written notice to Seller within such thirty (30) day period, Escrow Agent shall return the deposit to Purchaser, and, upon such refund being made, this Agreement shall terminate and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly

survive the termination of the Agreement. If Purchase does not timely notify Seller of its election to terminate this Agreement within such thirty (30) day period, Purchase shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement.

ARTICLE V CLOSING

Section 5.01 Closing Date. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place thirty (30) days after: (1) the demolition of the buildings on the Commercial property and (2) the resolution of all code enforcement issues related to the Property as set forth in Paragraph 7.01(f) of this Agreement, or such earlier date as requested by Purchaser (the "Closing Date") at the offices of Escrow Agent located at 601 S 9th Street, Leesburg, Florida 34748.

Section 5.02 Seller's Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

(a) One (1) original special warranty deed (the "**Deed**") duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Property to Purchaser as required by this Agreement.

(b) Executed Declaration of Restrictions as described in Section 14.02.

(c) A bill of sale (the "**Bill of Sale**") executed by Seller, conveying to Purchaser good and marketable title to the Personal Property as described in the Bill of Sale, free and clear of all encumbrances and adverse claims.

(c) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, fuel readings, and other items that shall be apportioned as of the Closing Date.

(d) An original owner's affidavit in a form reasonably acceptable to the Title Insurance Company.

(e) Documents satisfactory to the Title Insurance Company authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder by Sellers.

(f) A written certificate stating that all representations and warranties contained in Section 7.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder subject only to permitted changes occurring in accordance with this Agreement and permitted changes (or deemed changes) as contemplated in Article VII (the "**Bring Down Certificate**").

(g) A counterpart of a closing statement prepared by Escrow Agent reflecting the prorations and adjustments required under Section 5.06 of this Agreement and the balance of the Purchase Price due Seller.

- (h) All keys, key cards, and access codes to any portion of the Property.
- (i) An original assignment and assumption of contracts, warranties, permits, and licenses, executed by Seller and assigning to Purchaser all of Seller's right, title, and interest in the Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties.
- (j) An original notice to each vendor under the Assumed Contracts, if required by the terms of such Assumed Contracts.
- (k) Evidence of termination of all Service Contracts, except for the Assumed Contracts which Purchaser has elected to assume pursuant to Section 8.03 hereof, together with proof of payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller resulting from the Service Contracts, the termination thereof, and the release of the counterparties thereto.
- (l) Originals or, if originals are not in the actual possession the Seller, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control.
- (m) All other documents reasonably necessary or otherwise required by Purchaser, the Escrow Agent, or Title Insurance Company to consummate the transaction contemplated by this Agreement.

Section 5.03 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Purchaser, as appropriate:

- (a) The balance of the Purchase Price as set forth in Section 3.01(b), as adjusted for apportionments pursuant to Section 5.06 of this Agreement.
- (b) Purchaser shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 5.03 of this Agreement.
- (c) A consent of the board of directors of Purchaser authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.
- (d) All other documents reasonably necessary or otherwise required by Seller, the Escrow Agent or the Title Company to consummate the transactions contemplated by this Agreement.

Section 5.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

- (b) Seller shall pay:

- (i) Documentary stamp tax on the deed;
- (ii) Escrow Agent's fees;
- (iii) All premiums or costs charged by the Title Insurance Company or related to the owner's title insurance commitment and policy;
- (iv) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement; and
- (v) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Purchaser shall pay:

- (i) The costs related to the Purchaser's Survey and any other survey or survey update;
- (ii) Any other fees or costs related to Purchaser's due diligence reviews; and
- (iii) All costs related to the recording fees payable in connection with the recording of the deed and Purchaser's lender's security instruments, if any.

(d) Prorations. The following items shall be prorated between Seller and Purchaser as of Midnight of the day immediately preceding the date of Closing:

- (i) All real estate taxes and assessments for the current year, if any. The parties recognize that Seller is a governmental entity and exempt from ad valorem taxes. The current city, state and county ad valorem taxes, if applicable, for the calendar year of Closing may not be representative of the anticipated taxes for the Property after conveyance to Purchaser.

Section 5.05 Apportionments. The following shall be apportioned as of 11:59 p.m. Eastern Time on the date immediately preceding the Closing Date, unless expressly provided for otherwise:

- (a) All water and sewer charges based on the most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date, in which case such meter readings shall govern.
- (b) Utilities, fuel, gas, and electric charges based on most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date, in which case such meter readings shall govern.
- (c) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the State of Florida.

Section 5.06 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks, provided, however, that such miscellaneous adjustments do not exceed Five Hundred and 00/100 Dollars (\$500.00). Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of Section 5.06 and Section 5.07 of this Agreement shall survive the Closing.

ARTICLE VI TITLE MATTERS AND REVIEW

Section 6.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

- (a) The Permitted Exceptions; and
- (b) Such other matters as the Title Insurance Company shall be willing, without special premium, to either (i) omit as exceptions to coverage or (ii) provide insurance against collection out of or enforcement against the Property.

Section 6.02 Permitted Exceptions. The term "**Permitted Exceptions**" as used herein shall mean and refer to:

- (a) Any and all zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any, in effect as of the Closing Date, provided, however, that the same are not violated by the Improvements or prohibit or impair the continued use of the Property as it is being used on the date of this Agreement or as contemplated to be developed by Purchase pursuant to this Agreement, the Downtown Master Core Agreement, or the P3 Agreement, and any and all future zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.
- (b) Any state of facts that an accurate survey of the Property would disclose, provided same does not render title unmarketable.
- (c) All presently existing and future liens for unpaid real estate taxes, assessments, and water and sewer charges that are not due and payable as of the Closing Date, subject to any apportionments as provided for in this Agreement.
- (d) All covenants, restrictions and rights of record, and all easements and agreements of record for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits, or other like facilities, and appurtenances thereto, over, across, and under the Property, provided, however, that the same are not violated by the Improvements do not impose any monetary obligation on the owner of the Property, and do not impair Purchaser's intended development of the Property.

Section 6.03 Title.

- (a) Within thirty (30) days following the Effective Date, Seller shall cause the Title Insurance Company to deliver to Purchaser: (i) a commitment for title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and (ii) a copy of Seller's Survey or a new survey of the Property,

prepared by a surveyor licensed in the State of Florida ("**Survey**"), which Purchaser may cause to be updated at Purchaser's expense.

(b) Purchaser or Purchaser's attorney shall deliver to Seller, and Seller's attorney, in writing (the "**Title Objection Notice**"), any objections to the exceptions to title set forth in the Title Commitment or Purchaser's Survey, other than the Permitted Exceptions (each a "**Title Objection**," and collectively, hereinafter the "**Title Objections**"), within thirty (30) days after Purchaser's receipt of the Title Commitment and Survey (or any subsequent update thereof). If, after giving the Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller within thirty (30) days after the date Purchaser receives such evidence (unless an additional matter shown on such subsequent update first arises on the Closing Date, in which event notice of same may be given on the Closing Date and the Closing Date shall be extended, without need for additional action by either party, for an additional period of time not to exceed thirty (30) days in order for Seller to cure or resolve such additional matter in accordance with Section 6.04(a) hereof; and if the Closing Date is so extended, all references to "Closing Date" under this Agreement shall thereafter be deemed to mean and refer to the extended Closing Date). Except for those items which Seller is obligated to cure pursuant to the terms of this Agreement, any such matter not the subject of a timely Title Objection Notice shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained herein, Purchaser shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections.

Section 6.04 Seller's Inability to Convey.

(a) Seller shall use best efforts to eliminate all Title Objections by the Closing Date. If Seller is unable to eliminate any Title Objection by the Closing Date, Seller shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, in which event Purchaser shall be entitled to a return of the Deposit, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything in Section 6.04(a) to the contrary, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date hereof (other than with the prior written approval of Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed with respect to the granting or denial of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, construction liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "**Voluntary Liens**"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated

sum of money (items set forth in this subclause (iii), collectively, "**Monetary Liens**"; and, together with the Voluntary Liens, the "**Mandatory Title Removal Items**"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Purchaser's election, such failure shall constitute a Seller Default pursuant to Section 11.01(b) and Purchaser shall be entitled to such remedies as are set forth in Section 11.01(b).

(c) Notwithstanding anything in this Section 6.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(a) Seller is a Municipal corporation duly formed, validly existing, and in good standing under the laws of the State of Florida, and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate the Charter or Code of Ordinances of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the City Commission of Seller. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(d) There are no Leases affecting the Property and no parties in possession of the Property other than Seller.

(e) There is no action, suit, or proceeding pending, or to Seller's actual knowledge and belief, threatened or contemplated against or affecting, either directly or indirectly, the Property.

(f) Seller has not entered into any service, maintenance, supply, leasing, brokerage, listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "**Service Contracts**") which will be binding upon the Purchaser after the Closing, other than the Assumed Contracts. Each of the Service Contracts can and, at Purchaser's option, will be terminated by Seller on or before the Closing Date. The Seller has performed all of its obligations under each of the Service Contracts and no fact or circumstance

has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. Seller has delivered to Purchaser true, correct, and complete copies of all Service Contracts.

Except as otherwise disclosed in writing by Seller to Purchaser, Seller has not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

The Purchaser acknowledges that it is aware that Code Enforcement Proceedings have been instituted against the Property and that some or all of the Property has been condemned. Pursuant to the Master Downtown Core Agreement executed contemporaneously with this Agreement, Purchaser has agreed to demolish the buildings on the Property prior to Closing. Upon the demolition and removal of the buildings by the Purchaser, the Seller will seek dismissal of the Code Enforcement Case and removal of the code enforcement liens. Seller will meet all title insurance requirements related to the recordation of a satisfaction and release of all code enforcement liens, as well as recordation of evidence that the code enforcement violations have been brought into compliance.

(g) Seller has or will deliver or make available to Purchaser complete copies of all the Due Diligence Materials to the extent in Seller's actual possession with regard to the Property, and there are no other documents or information included within Seller's actual possession the definition of Due Diligence Materials, within Seller's actual possession that have not been provided to the Purchaser. To Seller's actual knowledge and belief, without undertaking further independent investigation, none of such Due Diligence Materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(h) Seller has not placed any, and to Seller's actual knowledge, without doing an independent investigation, except as to Phase 1 Environmental Site Assessment conducted by Seller and provided to Purchaser, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), CERCLA and all other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(i) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not

insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(j) The improvements on the Property are not within an area determined to be flood-prone under the Federal Flood Disaster Protection Act of 1973.

(k) Seller has obtained, or will obtain prior to Closing, all approvals from any applicable Community Redevelopment Agency and has complied in all respects with Section 163.380, Florida Statutes.

(l) Purchaser may demolish any of the Improvements on the Property so long as they comply with any regulations or laws governing demolition of a structure. There are no City Ordinances prohibiting such demolition, including, but not limited to, historic preservation laws.

(m) Subject to the terms and conditions of Article XI, the representations and warranties of Seller set forth in this Section 7.01 shall survive the Closing for a period of one (1) year and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, is qualified to conduct business in the State of Florida, and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the Articles of Incorporation and Bylaws of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the directors of Purchaser and the appropriate and necessary action has been taken by such directors on the part of Purchaser. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(d) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(e) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 7.02 shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

(f) To the best of its knowledge, and except for actions which have been cured or dismissed, Purchaser, as well as any of Shareholders or Directors, has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

Section 7.03 Bring Down Certificate. Seller shall deliver a bring down certificate reaffirming the accuracy and truthfulness of each of Seller's representations and warranties in Section 7.01 (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the Closing and the delivery of the deed at Closing in accordance with the terms and conditions of this Agreement.

ARTICLE VIII SELLER'S COVENANTS

Section 8.01 Leases. During the period from the Effective Date until the Closing Date, Seller shall not enter into any Lease without Purchaser's prior written consent.

Section 8.02 Maintenance and Repairs. Purchaser and Seller agree the Property is in disrepair and that, as a consequence, Seller has no obligation to maintain the Property.

Section 8.03 Service Contracts. Following the Effective Date, Seller shall not enter into any new Service Contract which is not terminable on thirty (30) days' prior notice without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. On or before to the Closing, Seller shall, at its sole cost and expense, terminate all Service Contracts, except for those Service Contracts (including any new Service Contracts entered into by Seller in accordance with this Section 8.03) which Purchaser elects (in its sole discretion) to assume (the "**Assumed Contracts**"), by written notice to Seller on or before the Closing Date.

ARTICLE IX RISK OF LOSS

Section 9.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 9.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 9.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from

such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment in the event the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 9.02 Major Taking or Casualty. If prior to the Closing Date any portion of the Property shall be: (a) taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property or Purchaser's intended use of the Property, then Purchaser may terminate this Agreement by giving Seller and Escrow Agent written notice thereof ("**Purchaser's Termination Notice**") within thirty (30) days from the date Purchaser receives written notice of any such taking, fire, or other casualty. Upon receipt of Purchaser's Termination Notice, the Escrow Agent shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

ARTICLE X NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 10.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 10.02, by one of the following methods:

- (a) Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (b) Overnight delivery by a nationally or regionally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;
- (c) Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or
- (d) Electronic transmission (facsimile or email) provided that the transmission is completed no later than 5:00 pm Eastern Time on a Business Day and the original also is sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which electronic transmission is completed.

Section 10.02 Parties Addresses.

- (a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name: Jason F. McHugh, City Manager
Address: 100 N. Main Street, Wildwood, FL
Email: jmchugh@wildwood-fl.gov

With a copy to:

Name: Ashley S. Hunt, Esquire
Address: 601 S. 9th Street, Leesburg, FL
Email: ashley@huntlawpa.com

If to Purchaser:

Name: GC Development of Lake County, Inc.
Address: P. O. Box 1273, Mount Dora, FL
Attention: Austin Guenther
Email: Austin.guenther@g3development.com

With a copy to:

Name: Scott A. Gerken, Esquire
Address: 4850 N Hwy 19A, Mount Dora, FL
Email: scott@stoneandgerken.com

If to Escrow Agent:

Name: Hunt Law Firm, P.A.
Address: 601 S 9th Street, Leesburg, FL
Attention: Ashley S. Hunt
Email: ashley@huntlawpa.com

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE XI REMEDIES

Section 11.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a **"Purchaser Default"**), Seller's sole and exclusive remedy shall be to retain the Deposit and any interest earned thereon, as liquidated damages for Purchaser's Default. Upon payment of the Deposit and any interest earned thereon to Seller, this Agreement shall be terminated, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a **"Seller Default"**), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, and Escrow Agent or Seller, as applicable, shall return the Deposit to Purchaser, with the interest earned thereon, if any, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within sixty (60) days after such default, and if Purchaser prevails thereunder, Seller shall reimburse Purchaser for all reasonable legal fees, court costs, and all other reasonable costs of such action. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (x) have the right to receive a return of the Deposit; and (y) be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term **"Purchaser's Costs"** is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser for: (i) survey; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees.

(c) Upon the release of the Deposit, and any interest accrued thereon, to either Purchaser or Seller, as the case may be, and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE XII ESCROW

Section 12.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.

(b) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such ten (10) Business Day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction in the State of Florida. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

Section 12.02 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally

determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of Florida; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent shall not charge a fee for its services as escrow agent.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne fifty percent (50%) by Seller and fifty percent (50%) by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.

Section 12.03 Indemnification of Escrow Agent. Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section 12.04 Seller's Attorney as Escrow Agent. Notwithstanding anything to the contrary herein contained, Purchaser acknowledges that Escrow Agent is also acting as Seller's counsel in connection with this Agreement and the transactions contemplated hereunder. Purchaser further acknowledges and agrees that the Escrow Agent may represent Seller, as Seller's counsel, in any action, suit, or other proceeding between Seller and Purchaser or in which Seller and Purchaser may be involved.

Section 12.05 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XIII BROKERS

Section 13.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section 13.02 Survival. The provisions of this Article XIII shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XIV PURCHASER'S DEVELOPMENT

Section 14.01 Purchaser's Development. Purchaser agrees to develop the Property consistent with the Master Plan and agrees to work closely with Seller as to the development of the Property. The architectural design and workmanship shall be complimentary with surrounding development and advance the goals of the Master Plan. Ideally, the design shall have maximum community support. Construction of the Property shall be of high quality with an improved streetscape, including installation of attractive signage, landscaping, planting strips and bike parking. Notwithstanding the foregoing, Purchaser has agreed that the Property shall become subject to a Declaration of Restrictions as set forth in Section 14.02, *infra*. Additionally, purchaser shall encourage and welcome Seller's input as approvals for the Property advance through the site plan approval process. To the extent allowed by law, Seller agrees to waive any fees, which Seller has the authority to unilaterally impose, related to the Property and its development, including, but not limited to, permit fees and impact fees.

Section 14.02 Declaration of Restrictions. At Closing, the Property shall become subject to a Declaration of Restrictions in the form attached hereto as **Exhibit "B"**. Said Restrictions shall address, among other things, appearance, critical dates, timing of construction.

ARTICLE XV MISCELLANEOUS

Section 15.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising out of this Contract shall be in Sumter County, Florida.

Section 15.02 Sovereign Immunity/No Indemnification. Notwithstanding any other provision to the contrary in this Agreement, Seller shall in no way be deemed to have waived its sovereign immunity and any other provision of this Agreement which may be construed as requiring the Seller to defend, indemnify, or hold Buyer, or any third party, harmless shall be deemed stricken by virtue of this paragraph. Furthermore, any waiver of the Seller's sovereign immunity shall not be broadly construed so as to inure to the benefit of any third party, including, but not limited to, any other person, business or public entity, unless specifically provided for in this Agreement.

Section 15.03 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 15.04 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller or Purchaser set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 15.05 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-Business Day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other

than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Florida.

Section 15.06 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 15.07 Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property to a related entity with the prior written consent of Seller, not to be unreasonably withheld, provided that any assignee shall assume all of Purchaser's obligations hereunder and succeed to all of Purchaser's rights and remedies hereunder and written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing. However, any such assignment shall not release Purchaser of its obligations to Seller as set forth in this Agreement.

Section 15.08 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 15.09 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be [reasonably] required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 15.10 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 15.11 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 15.12 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 15.13 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 15.14 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT

OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 15.15 Cure Period. Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have five (5) days after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

Section 15.16 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 p.m. Eastern Time on such date, provided that such action must be completed by 11:59 p.m. Eastern Time with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 15.17 Radon Gas. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

GC Development of Lake County, a Florida corporation

By: _____
Name:
Title:

SELLER:

City of Wildwood, a Florida municipal corporation

By: _____
Name:
Title:

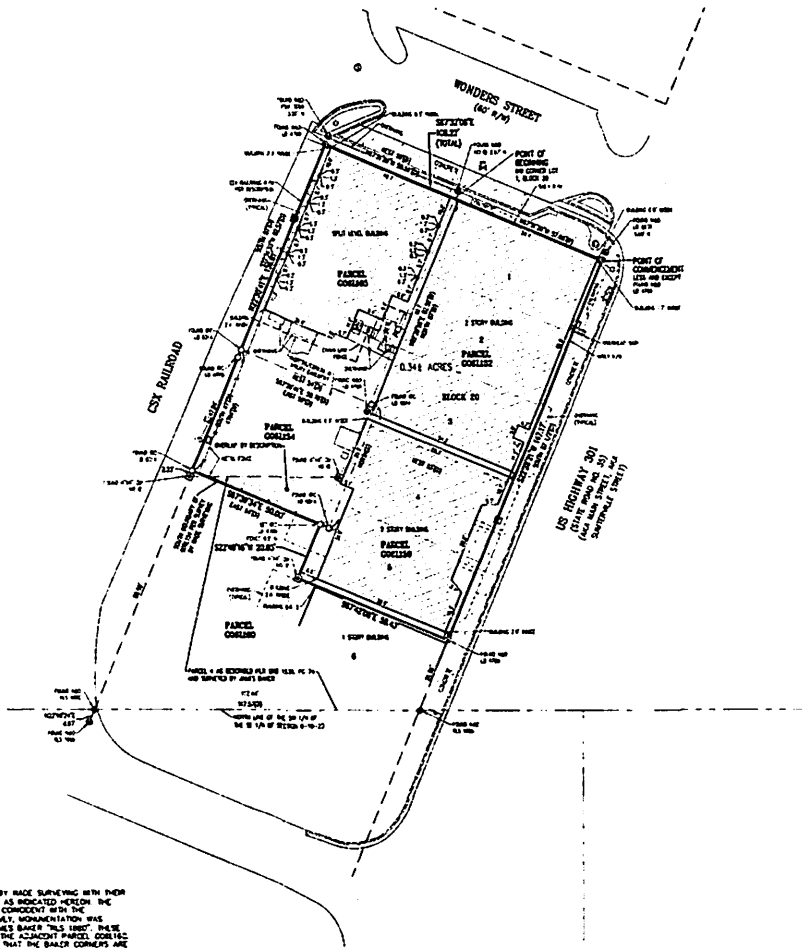
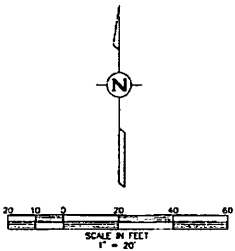
ESCROW AGENT:

[ESCROW AGENT NAME]

By: _____
Name: Ashley S. Hunt
Title:

Exhibit A

BOUNDARY SURVEY



LEGEND

[illegible]

SURVEYOR'S REPORT

[illegible]

LEGAL DESCRIPTION

0000000
OFFICIAL RECORDS BOOK 3463, PAGE 580
LOTS 1, 2 & 3 BLK 29 WILMOR & BEE AT NW COR OF LOT 1 BLK 29 RUN N/40 S 67 TO NW N/4 S/4 E/4
PT E/4 S/4 N/4 E/4 PT N/4 E/4 SEC 23S 20E 1/4 CORN AT INTERSECTION OF W/4 N/4 E/4 OF HWY 33 N/4
LINE OF WILMOR ST RUN IN 67 DEE 33 SEC 20E 1/4 CORN CONT N 67 DEE 33 MIN 25" W 50 S/6 PT
TO PT ON N/4 E/4 N/4 COR S22 E/4 MIN 33 SEC W 82 S/7 F 5 67 DEG 30 MIN 44 SEC E 50 S/6 PT IN
22 DEE 30 MIN 50 SEC E 62 S/6 PT TO POB.

000136
OFFICIAL RECORDS BOOK 1148, PAGE 583
LOTS 4 AND 5, BLOCK 20, SECTION 6, TOWNSHIP 19 RANGE 23, HILWODE, SAEVER COUNTY, FLORIDA.

COULDS
OFFICIAL RECORDS BOOK NO. 6, PAGE 67
COMMENCE AT THE INTERSECTION OF NORTHEASTERLY BENT-OF-WAY LINE OF US HIGHWAY NO. 35, (STATE ROAD NO. 35) (AKA BAYNOR STREET AND BAYNORVILLE STREET) AND THE SOUTHWESTERLY BENT-OF-WAY LINE OF HENDERSON STREET, (AKA HENDERSON STREET) AND THE WEST END OF HENDERSON STREET, (AKA HENDERSON STREET) OF TOWN OF WILMOUTH AS RECORDED IN PLAT BOOK 1, PAGE 50, PUBLIC RECORD OF SUMNER COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 37' WEST ALONG SOUTHWESTERLY BENT-OF-WAY LINE A DISTANCE OF 57.68 FEET TO POINT OF BEGINNING; THENCE NORTH 87 DEGREES 37' WEST ALONG SOUTHWESTERLY BENT-OF-WAY LINE A DISTANCE OF 50.36 FEET TO A POINT ON THE SOUTHWESTERLY BENT-OF-WAY LINE OF US HIGHWAY NO. 35 (AKA BAYNOR STREET) (CONTAINS AN UNPAVED PAVED DRIVE); THENCE SOUTH 22 DEGREES 35' WEST, ALONG SAID BENT-OF-WAY LINE, A DISTANCE OF 82.53 FEET; THENCE NORTH 87 DEGREES 37' EAST A DISTANCE OF 50.10 FEET; THENCE NORTH 22 DEGREES 35' EAST A DISTANCE OF 82.50 FEET, TO A POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE FOLLOWING INGRESS/EGRESS AND UTILITY ACCESS EASEMENT DESCRIBED AS FOLLOWS:

CONDUIT AT THE INTERSECTION OF NORTHWESTLY NORTH-OF-BAY LANE OF US HIGHWAY NO. 300, [STATE ROAD NO. 35] (AKA MAIN STREET, VIA SARGENTAL STREET) AND THE SOUTHWESTLY NORTH-OF-BAY LANE OF WOODER STREET (AKA WOODERS STREET) AS SHOWN ON THE MAP OF ALBERTA'S INTERSECTION OF BOWMAN STREET OF TOWN OF WOODBURN, ALBERTA, COORDINATES 22° 04' 00" NORTH 106° 56' 00" WEST, 22° 04' 00" NORTH 106° 56' 00" WEST 37° 00" WEST ALONG SOUTHWESTLY NORTH-OF-BAY LANE A DISTANCE OF 104.24 FEET TO THE SOUTHEASTERN NORTH-OF-BAY LANE OF THE EX HARBOR (CONTAINS AN UNPAVED PAVED STREET).
 INCHES SOUTH 22 DEGREES 04' 00" WEST, ALONG NORTH-OF-BAY LANE, A DISTANCE OF 10.53 FEET, TO THE POINT OF BEGINNING. COORDINATES 22° 04' 00" NORTH 106° 56' 00" WEST 37° 00" WEST 104.24 FEET SOUTH 67 DEGREES 30' 00" EAST, A DISTANCE OF 50.16 FEET. INCHES NORTH 22 DEGREES 04' 00" WEST 37° 00" EAST A DISTANCE OF 38.60 FEET. INCHES NORTH 67 DEGREES 30' 00" WEST, A DISTANCE OF 47.87 FEET. INCHES SOUTH 22 DEGREES 04' 00" WEST 37° 00" EAST, A DISTANCE OF 1.83 FEET. INCHES SOUTH 67 DEGREES 30' 00" WEST, A DISTANCE OF 3.80 FEET. INCHES SOUTH 22 DEGREES 04' 00" WEST 37° 00" EAST A DISTANCE OF 13.84 FEET. INCHES NORTH 67 DEGREES 30' 00" EAST, A DISTANCE OF 46.34, TO THE POINT OF BEGINNING.

000154
ORIGINAL, RECORDS BOOK 4085, PAGE 67
BEGIN AT THE NORTHEAST CORNER OF BLOCK 30, MASON EXTENSION OF CROWN SURVEY OF WALWOOD,
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 50 OF THE PUBLIC RECORDS OF SEWER
COUNTY, FLORIDA, AND RUN SOUTH ALONG SOUTHWEST STRAIGHTED 1/2 FEET, THENCE WEST ALONG SOUTHWEST SIDE OF
104 1/2 FEET, 20 1/2 FEET FOR THE POINT OF BEGINNING, RUN WEST 34 FEET, SOUTH PARALLEL WITH
RAILROAD 47 FEET, EAST 34 FEET AND THENCE NORTH TO THE POINT OF BEGINNING, LESS 54 RAILROAD CO.
RETURNAL LANDS.

NOTES:

- [illegible]

CERTIFIED TO:
CITY OF WILLOWOOD

5/12/22

KATE R. JAMESON, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5042

CJB

11/24/2011

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06/10/2019

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Exhibit B

PREPARED BY AND RETURN TO:
Ashley S. Hunt, Esq.
Hunt Law Firm, PA
601 S. 9th Street
Leesburg, Florida 34748

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (“Declaration”) is made and entered into this _____ day of _____, 2023 (“Effective Date”) by **GC DEVELOPMENT OF LAKE COUNTY, INC., A FLORIDA CORPORATION D/B/A G3 DEVELOPMENT**, whose address is 2055 Overlook Drive, Mount Dora, Florida 32757 (the “Declarant”).

RECITALS

A. The Declarant is the owner of the property more particularly described in *Exhibit “A”* attached hereto (the “Property”).

B. At this time, the Declarant wishes to subject the Property to the following restrictions.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Declarant agrees as follows:

1. Use Restriction. Unless otherwise approved by the City of Wildwood, Florida (“City”), the Property shall only be used for Downtown Mixed Use compliant uses and, more particularly, shall comply with Downtown District Design District Standards of the City.

2. Architectural and Site Plan Approval. Prior to commencing construction upon any portion of the Property, the Declarant must provide written notice to the City of Wildwood Florida of the proposed site plan (the “Plan”). The City may request reasonable aesthetic accommodations to be included in the Plan. Any substantial changes in the Plan shall also be subject to the prior review and consultation of the City. Declarant shall endeavor to plan a site, including landscaping, that is appropriate to the Downtown District Design District Standards of the City.

3. Minimum Square Footage. The minimum cumulative square footage of all buildings constructed, created or placed on the Property shall be at least 8,000 square feet under roof of leasable space.

4. Minimum Height of Buildings. Unless approved otherwise by City in writing prior to the site plan process, any building constructed shall have a minimum of two (2) stories.

5. Existing Nameplates. Whenever possible, existing nameplates shall be used on the site for any new buildings that are constructed. Whenever reuse of existing nameplates is not possible, new/replacement nameplates may be created to replicate the general style and feel of the existing nameplates.

6. Pedestrian Friendly. New construction shall incorporate large sidewalk areas with above-code landscaping to help buffer pedestrians from US 301.

7. Building Facades. Building facades will feature peaked parapets.

8. Property Maintenance. After demolition of any existing buildings on the Property, Declarant shall thereafter, at its own expense, keep and maintain the Property and any buildings or structures

constructed thereon in good condition and repair at all times. Said repairs and maintenance by Declarant shall include, but not be limited to, landscape and lawn maintenance, all necessary painting, maintenance, repair and/or replacement of the electrical, water, and sewer systems, as well as any other mechanical and operational installations exclusively serving the Property, equipment, or facilities thereon.

9. Enforcement. The City shall have the right to enforce in law and equity any such covenants, conditions or reservations contained in this Declaration, including the right to recover reasonable attorney's fees and other costs in any litigation of this Declaration in which the City is the prevailing party.

10. Invalidity. Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

11. Amendments. No amendment to these covenants, conditions and restrictions shall be enforceable unless such amendment is in writing and signed jointly by the then current owners of the Property and the City.

12. Run with Land. This covenant shall run with the land as to the Property and shall inure to the benefit of and be enforceable by the City.

13. Duration of Declaration. The duration of this Declaration is for ten (10) years from the Effective Date and shall thereafter automatically expire.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

DECLARANT:

GC DEVELOPMENT OF LAKE
COUNTY, INC., A FLORIDA
CORPORATION D/B/A G3
DEVELOPMENT

By: _____

Its: _____

Date: _____, 2023

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____, as _____, of the GC Development of Lake County, Inc, on behalf of the corporation. They are ☐ personally known to me or ☐ have produced _____ as identification.

NOTARY PUBLIC – STATE OF FLORIDA
Print Name: _____

[SEAL]

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Reimbursement to Sumter County BOCC for the Construction Costs of the Force Main Portion of the Buena Vista Extension Project in the Amount of \$300,270.00

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Sumter County BOCC
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

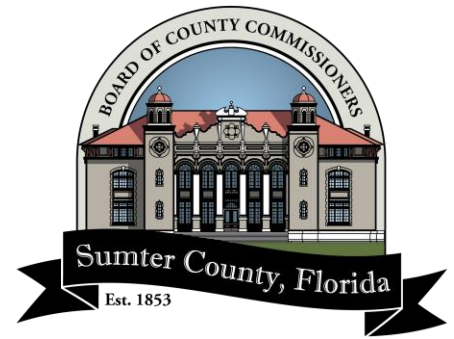
HISTORY/FACTS/ISSUES:

In July 2021, the Commission approved a Memorandum of Agreement (MOA) for the construction of a sanitary sewer force main in the right-of-way of Buena Vista Boulevard. The MOA coordinated the construction schedules of the Buena Vista extension and the force main. The Sumter County Board of County Commissioners (BOCC) would cover the construction costs of the project until it was completed, at which time the City of Wildwood would be responsible for reimbursement.

The project has now been completed, and staff has received the attached invoice from the BOCC for the force main portion in the amount of \$300,270.00.

Board of County Commissioners Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



INVOICE

City of Wildwood
Attn: Jessica Barnes
100 North Main Street
Wildwood, FL 34785

Invoice Date:	3/13/2023	Invoice Number	ForceMain31323
Payment Due:	4/13/2023	Amount Due:	\$300,270.00

Reimbursement of Construction Costs of the Force Main Portion of the Buena Vista Extension Project.

Description of Charges	Amount
8" PVC DR-18 Force Main	257,720.00
20" Steel Casing	13,950.00
Air Release Valve	19,400.00
8" Gate Valve	9,200.00
Current Amount Due	\$300,270.00

Please remit your payment by the due date payable to:

Sumter County Board of County Commissioners
Office of Management & Budget
7375 Powell Road
Wildwood, FL 34785

Roberta Ulrich, District 1
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Andrew Bilardello, District 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Craig A. Estep, District 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Jeffrey A. Bogue, District 4
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Wiley, District 5
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Memorandum of Agreement for Sanitary Sewer Force Main Construction with the City of Wildwood (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting

DATE OF MEETING: 7/27/2021

CONTRACT: ☐ N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: **Administrative Services**

BUDGET IMPACT: _____

FUNDING SOURCE: _____

Type: N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Sumter County is constructing an extension of Buena Vista Boulevard from SR 44 southward to Meggison Road. The City of Wildwood has contracted with the design firm Kimley-Horn and Associates, Inc. for the design of an 8” sanitary sewer force main planned to be constructed within the right-of-way of Buena Vista for the Wildwood wastewater system.

This memorandum coordinates the construction schedules of Buena Vista and the force main. The construction activity to install the 8” force main will be incorporated into the bidding activity for the Buena Vista project. The City of Wildwood will reimburse the County for actual construction costs.

Prepared by: Leslie Smith

Grammarly Check ☒

APPROVED

July 27, 2021

Board of County Commissioners

Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



July 28, 2021

Jessica Barnes, Admin Support Specialist
The City of Wildwood, FL
100 North Main Street
Wildwood, FL 34785

Dear Ms. Barnes:

Enclosed for your records is an original of the MOA for Sanitary Sewer Force Main Construction between the City of Wildwood and Sumter County approved by the Board of Sumter County Commissioners on July 27, 2021.

If there are any questions, please do not hesitate to contact our office at (352) 569-6612.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By *Caroline Al Restimawi*

Caroline Al Restimawi
Deputy Clerk

Enclosures

Gary Search, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Craig Estep, Dist 3
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Oren Miller, Dist 5
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

Memorandum of Agreement for Sanitary Sewer Force Main Construction

This Memorandum of Agreement between the Sumter County Board of County Commissioners, a political subdivision of the State of Florida, 7375 Powell Rd, Suite 200, Wildwood, Florida 34785, hereafter referred to as the "County" and the municipal government of the City of Wildwood, Florida, 100 North Main Street, Wildwood, Florida 34785, hereafter known as "Wildwood."

WITNESSETH:

WHEREAS, County is constructing an extension of Buena Vista Boulevard from SR 44 southward to Meggison Rd, hereafter known as "Buena Vista"; and,

WHEREAS, Wildwood has contracted with the design firm Kimley-Horn and Associates, Inc. for the design of an 8" sanitary sewer force main planned to be constructed within the right-of-way of Buena Vista for the Wildwood wastewater system; and,

WHEREAS, Wildwood and County desire to coordinate the construction schedules of Buena Vista and the force main.

NOW, THEREFORE, in consideration of the covenants herein contained, be it mutually agreed by the parties as follows:

1. Wildwood agrees, at its cost, to provide County with complete construction documents for the force main project, which consists of approximately 4,500 linear feet of 8" force main.
2. County agrees to incorporate the construction activity to install the 8" force main in the bidding activity for the Buena Vista project as a separate set of line items in the bid documents.
3. Following Wildwood's support of the bid amounts received for the force main portion of the project within three days of the bid opening, the County will incorporate this work in the County's contract with its selected Contractor.
4. Wildwood agrees to reimburse County for the actual construction costs associated with the Contractor's costs to install the 8" force main as part of the Buena Vista Project within thirty days of receipt of County's monthly invoices.
5. Wildwood agrees, at its cost, to contract directly with an engineering firm for the construction engineering and inspection services (CEI) related to the Buena Vista force main component of the Buena Vista Project.
6. Wildwood agrees to fully cooperate with the County's Contractor to advance the Buena Vista Project to completion under the terms and agreement between County and Contractor.



TEST:

By: Caroline AlRestimawi
By: Caroline AlRestimawi, Deputy Clerk

ATTEST:

By: Cassandra Smith
By: Cassandra Smith, City Clerk

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

By: Garry Breeden
By: Garry Breeden, Chairman

CITY OF WILDWOOD, FLORIDA

By: Ed Wolf
By: Ed Wolf, Mayor



July 27, 2021

Bradley Arnold
County Administrator
Sumter County BOCC
7375 Powell Road
Wildwood, FL 34785

RE: Memorandum of Agreement for Sanitary Sewer Force Main Construction

Mr. Arnold,

Attached are two partially executed copies of the Buena Vista Boulevard MOA. Please forward one fully executed copy to our office at your earliest convenience.

Regards,

A handwritten signature in black ink that reads 'Jessica Barnes'.

Jessica Barnes
Admin Support Specialist

Attachment

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: FY 23-24 Budget Calendar

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Attached is the tentative FY 23-24 budget calendar..

CITY OF WILDWOOD BUDGET CALENDAR

DATE	RESPONSIBLE PARTY	REQUIRED ACTIVITY	REQUIREMENT REFERENCE
3/31/2023	Assistant CFO	Distribute budget worksheets to departments	
4/21/2023	Department Directors	Capital Equipment and Personnel requests submitted to City Manager, ACM and ACFO	
4/24/2023 – 4/28/2023	Executive Dept. & Assistant CFO	Discussions with each Department concerning Capital Equipment requests	
5/19/2023	Department Directors	Budget Worksheets due from all Departments	
6/1/2023	Property Appraiser	Estimated taxable values are submitted to the City	Florida Statutes
5/29/ - 6/2/2023	Executive Dept. & Assistant CFO	Discussions with each Department concerning Budget Worksheets	
On or before 7/1/2023	Property Appraiser	Certified taxable values (DR420) are submitted to the City	Florida Statutes
7/17/2023	City Manager & City Commission	1 st Budget Workshop	
7/24/2023	City Commission	Tentative millage rate is set, and public hearing dates are determined	
7/31/23	City Manager & City Commission	2 nd Budget Workshop	
7/31- 8/4/2023 (Tentative)	Executive Dept. & Assistant CFO	Discussion with each Department concerning Budget Worksheets	
8/4/2023	Assistant CFO	DR-420 is submitted to the Property Appraiser	
8/21/2023 (Tentative)	City Manager & City Commission	3 rd Budget Workshop	
Not later than 8/24/2023	Property Appraiser	TRIM notice mailed to residents	Florida Statutes
9/11/2023	City Commission	First reading and first public hearing on proposed budget	Florida Statutes
9/25/2023	City Commission	Second reading/public hearing; Adoption of budget for FY2023	Florida Statutes