



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

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

Joe Elliott – Seat 3

Marcos Flores – Seat 4

Julian Green – Seat 5

Jason McHugh – City Manager

Agenda

Regular Meeting

May 8, 2023 9:00 AM

City Hall Commission Chamber

100 N Main Street

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

F.S.S. 286.0105A - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Wildwood DOES NOT provide this verbatim record.

1. Call to Order

2. Consent Agenda/Informational Items

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

A. *EXPENDITURE REPORT*

B. *SP 2206-006 ARBY'S/MULTI-TENANT DEVELOPMENT @ LOT 5 - TURKEY RUN*

- C. *SP 2210-002 HOME DEPOT WILDWOOD (WILDWOOD CROSSING)*
- D. *SP 2301-002 VOSO PHASE 11C MASTER PLAN*
- E. *SP 2303-002 VOSO PHASE 6B MASTER PLAN*
- F. *SP 2303-004 VOSO PHASE 31A & 31B MASTER PLAN*
- G. *SP 2211-006 TOWNHOMES AT POWELL*
- H. *MIDDLETON UNITS 1 & 2 RIGHT-OF-WAY DEEDS*
- I. *ENGINEERING CONTINUING PROFESSIONAL SERVICES AGREEMENT - CPH, LLC*
- J. *ENGINEERING CONTINUING PROFESSIONAL SERVICES AGREEMENT - KIMLEY-HORN AND ASSOCIATES, INC.*
- K. *ENGINEERING CONTINUING PROFESSIONAL SERVICES AGREEMENT - HALFF ASSOCIATES, INC.*
- L. *ARCHITECTURAL CONTINUING PROFESSIONAL SERVICES AGREEMENT - CPH, LLC*
- M. *ARCHITECTURAL CONTINUING PROFESSIONAL SERVICES AGREEMENT - OHLSON LAVOIE CORPORATION*

3. Presentations and/or Proclamations

- A. *PROCLAIM MAY 21-27, 2023, AS NATIONAL PUBLIC WORKS WEEK*

4. Public Hearings - Timed - Legislative

- A. ***RESOLUTION NO. R2023-10 - A RESOLUTION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 BUDGET; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.***

FY23 Third Budget Amendment

Staff recommends approval.

5. Public Hearings - Timed - Quasi-Judicial

- A. ***ORDINANCE NO. O2023-17 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 23.79 ACRES LOCATED SOUTH ALONG CR 222, APPROXIMATELY 0.38 MILES WEST OF N US 301, AND APPROXIMATELY 0.40 MILES EAST OF CR 209, IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS***

CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN 2303-001 Blount Development at Peppertree

Parcels D30-016, D30-043, D30-083, and D30-097

The applicant, LPG Urban & Regional Planners, Inc on behalf of the owners, Israel and Lucinda Daves, Rick Blount & Company, Inc, and Blount Development Peppertree, LLC, has submitted a voluntary annexation application for parcels D30-016, D30-043, D30-083, and D30-097, on 23.79 acres MOL.

Staff recommends approval.

- B. ***ORDINANCE NO. O2023-18 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 4 ACRES LOCATED SOUTH ALONG C 44A, APPROXIMATELY 0.14 MILES NORTH OF E SR 44, IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

AN 2303-002 Pen-a-ckle Pickleball Pavilion

Parcels G16-107

The applicant, Lamar Underwood, on behalf of the owners, MGE Holdings LLC, seeks approval from the Commission for a voluntary annexation application for the parcel listed above on 4 acres MOL.

Staff recommends approval

6. **Public Forum - 4 minute time limit**
7. **Ordinances First Reading Only (No Vote)**
8. **Resolutions for Approval**
9. **Financial & Contracts & Agreements**
 - A. *APPROVAL FOR THE PURCHASE OF ONE (1) 2023 FORD POLICE INTERCEPTOR FROM DUVAL FORD IN THE AMOUNT OF \$45,304*
 - B. *KIMLEY-HORN AMENDMENT #3 TO WORK AUTHORIZATION #14 FOR PLEASANTDALE DRIVE IN THE AMOUNT OF \$36,000*

- C. *CPH, LLC AGREEMENT TO PROVIDE OWNER SUPPORT SERVICES FOR THE WILDWOOD GARAGE PROJECT IN THE AMOUNT OF \$64,440*

10. General Items for Consideration/Discussion and Other Business

- A. *EMPLOYMENT CONTRACT FOR POLICE OFFICER RECRUIT F. TERRACCIANO*
- B. *EMPLOYMENT CONTRACT FOR POLICE OFFICER RECRUIT J. WRIGHT*

11. Appointments

12. City Manager Reports

- A. *CONSTRUCTION PROJECTS UPDATE*

13. Other Department Reports

14. Commission Members Reports

15. City Attorney Reports

16. Adjournment

Upcoming Events

May 12, 2023 - Parks & Recreation Golf Tournament at Continental Country Club
at 8:30am

May 13, 2023 - Mermaid Mother's Day 5K Race at City Hall from 9am to 1pm

May 22, 2023 - City Commission Meeting at City Hall at 7pm

May 27, 2023 - Community Garage Sale at Wildwood Community Center from 9am
to 2pm

June 12, 2023 - City Commission Meeting at City Hall at 9am

May 8, 2023 9:00 AM

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Revenue Account Range: First to Last Include Non-Anticipated: No Year To Date As Of: 05/31/23
Expend Account Range: First to Last Include Non-Budget: No Current Period: 05/01/23 to 05/31/23
Print Zero YTD Activity: No Prior Year: 05/01/22 to 05/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
001-311-1000	AD VALOREM TAXES	55,845.10	12,767,400.00	0.00	12,744,390.29	23,009.71-	100
001-312-4100	LOCAL OPTION GAS TAX	43,623.42	550,510.00	0.00	408,708.79	141,801.21-	74
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	411,212.91	2,912,630.00	0.00	2,141,312.94	771,317.06-	74
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	75,949.29	800,000.00	0.00	580,715.33	219,284.67-	73
001-313-1010	FRANCHISE TAX- SECO	78,522.98	950,000.00	0.00	803,840.08	146,159.92-	85
001-313-4080	LEESBURG ELECTRIC FRANCHISE FEE	3,691.20	35,000.00	0.00	49,732.05	14,732.05	142
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	45,485.12	250,000.00	0.00	169,897.46	80,102.54-	68
001-313-4170	FENNEY WATER CONS AUTHORITY-UTILITY TAX	3,868.26	45,000.00	0.00	27,644.32	17,355.68-	61
001-313-4180	LEESBURG GAS FRANCHISE FEE	5,785.53	45,000.00	0.00	35,843.76	9,156.24-	80
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCHISE	0.00	275,000.00	0.00	209,071.57	65,928.43-	76
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE SVCS	16,649.83	190,000.00	0.00	109,607.94	80,392.06-	58
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	20,476.71	250,000.00	0.00	178,368.99	71,631.01-	71
001-313-5003	FRANCHISE FEE - SEWWC	19,181.16	245,000.00	0.00	160,675.52	84,324.48-	66
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	55,659.22	690,000.00	0.00	467,045.31	222,954.69-	68
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	71,769.64	930,000.00	0.00	620,237.55	309,762.45-	67
001-314-3000	UTILITY TAX-WATER SALES	10,140.07	110,000.00	0.00	60,857.35	49,142.65-	55
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	19,816.70	250,000.00	0.00	96,355.82	153,644.18-	39
001-314-3003	CENTRAL SUMTER UTILIITY CO. LLC	9,773.53	125,000.00	0.00	77,007.37	47,992.63-	62
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	1,276.26	15,000.00	0.00	10,058.69	4,941.31-	67
001-314-4030	FERRELLGAS LP	110.87	1,000.00	0.00	991.93	8.07-	99
001-314-4040	CIRCLE K STORES	18.49	200.00	0.00	230.63	30.63	115
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	2,505.82	30,000.00	0.00	32,431.88	2,431.88	108
001-314-4081	LEESBURG GAS UTILITY TAX	8,455.97	60,000.00	0.00	51,122.78	8,877.22-	85
001-314-4100	INTERCONN RESOURCES LLC	2,148.59	30,000.00	0.00	8,679.36	21,320.64-	29
001-314-4150	CVS	19.50	200.00	0.00	195.36	4.64-	98
001-314-4151	AMERIGAS PROPANE	1,099.34	8,000.00	0.00	5,112.40	2,887.60-	64
001-314-4152	LOWE'S PROPANE TAX	161.53	1,500.00	0.00	1,549.31	49.31	103
001-314-4153	BLOSSMAN COMPANIES PROPANE TAX	0.00	0.00	0.00	229.31	229.31	0
001-314-4160	TECO-PEOPLES GAS	23,724.73	250,000.00	0.00	200,470.08	49,529.92-	80
001-314-4162	GAS SOUTH UTILITY TAX	39.22	300.00	0.00	476.16	176.16	159
001-314-4190	SOUTH SUMTER UTILITY CO UTILITY TAX	0.00	85,000.00	0.00	81,801.33	3,198.67-	96
001-314-4191	PUBLIX UTILITY TAX	92.56	500.00	0.00	637.15	137.15	127
001-314-9010	STATE COMMUNICATIONS TAX	43,522.66	500,000.00	0.00	371,173.46	128,826.54-	74

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
001-331-5000	FEMA GRANT	0.00	0.00	0.00	65,810.15	65,810.15	0
001-335-1200	STATE REVENUE SHARING	36,429.64	652,660.00	0.00	371,933.28	280,726.72-	57
001-335-1400	MOBILE HOME LICENSES	276.00	10,000.00	0.00	11,626.99	1,626.99	116
001-335-1600	STATE BEVERAGE LICENSES	0.00	8,500.00	0.00	7,584.57	915.43-	89
001-335-1800	1/2 CENT SALES TAX	140,344.84	1,508,170.00	0.00	1,142,138.34	366,031.66-	76
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	78,643.37	500,000.00	0.00	344,646.43	155,353.57-	69
001-341-2010	TREE MITIGATION PERMITS	0.00	0.00	0.00	700.00	700.00	0
001-347-5300	BUILDING RENTAL-WILDWOOD COMMUNITY CENTE	2,320.17	50,000.00	0.00	54,548.05	4,548.05	109
001-347-5304	COMMUNITY CENTER STAFF FEES	0.00	100.00	0.00	0.00	100.00-	0
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CENTER	774.55	5,000.00	0.00	7,682.96	2,682.96	154
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CENTER	346.74	1,500.00	0.00	1,187.32	312.68-	79
001-347-5307	OUTDOOR BUILDING RENTALS	0.00	100.00	0.00	36.88	63.12-	37
001-347-5308	OPEN SPACE RENTALS	8.19-	100.00	0.00	1,190.30	1,090.30	***
001-350-1000	FINES	1,929.29	20,000.00	0.00	21,054.29	1,054.29	105
001-351-1002	CODE ENFORCEMENT	0.00	1,000.00	0.00	1,490.68	490.68	149
001-351-3000	POLICE-2ND DOLLAR FUND	204.63	1,500.00	0.00	1,644.55	144.55	110
001-361-0000	INTEREST EARNINGS	2,615.88	5,000.00	0.00	105,612.09	100,612.09	***
001-369-0000	OTHER MISCELLANEOUS REVENUE	267.88	10,000.00	0.00	12,145.86	2,145.86	121
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	0.00	17,765.00	0.00	0.00	17,765.00-	0
001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	0.00	13,440.00	0.00	4,202.25	9,237.75-	31
001-369-0050	AUCTION PROCEEDS	0.00	10,000.00	0.00	25,262.67	15,262.67	253
001-369-0052	SPONSORSHIPS	0.00	1,000.00	0.00	0.00	1,000.00-	0
001-369-0058	DONATIONS	0.00	0.00	0.00	6,185.00	6,185.00	0
001-369-0075	MULTI-PURPOSE FIELD RENTAL	0.00	100.00	0.00	0.00	100.00-	0
001-369-0076	BASEBALL FIELD RENTAL	4.29-	1,000.00	0.00	3,270.14	2,270.14	327
001-369-0078	FIELD PREPARATION FEES	0.00	100.00	0.00	479.24	379.24	479
001-369-0792	PROGRAM REGISTRATION FEES	8,865.00	15,000.00	0.00	25,404.41	10,404.41	169
001-369-0794	CONCESSION / VENDOR FEES	0.00	100.00	0.00	0.00	100.00-	0
001-369-0796	SPECIAL EVENT REGISTRATION FEES	0.00	1,500.00	0.00	4,290.00	2,790.00	286
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	280.00	1,500.00	0.00	6,448.80	4,948.80	430
001-369-3700	MISCELLANEOUS POLICE DONATIONS	0.00	100.00	0.00	0.00	100.00-	0
001-369-4000	FUEL TAX REFUND	0.00	6,500.00	0.00	3,839.20	2,660.80-	59
001-382-1010	TRANSFER FROM INDUSTRIAL PARK	0.00	10,000.00	0.00	0.00	10,000.00-	0
001-382-1013	TRANSFER FROM LAW ENFORCEMENT IMP FEES	0.00	412,800.00	0.00	0.00	412,800.00-	0
001-389-5000	NON-OPERATIONAL CASH FORWARD-GEN FUND	0.00	5,806,015.00	0.00	0.00	5,806,015.00-	0
001 GENERAL FUND Revenue Total		1,303,911.72	31,472,790.00	0.00	21,936,886.72	9,535,903.28-	69

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-511-00-0000	LEGISLATIVE- CITY COMMISSION:	0.00	0.00	0.00	0.00	0.00	0
001-511-10-1200	SALARIES	3,544.07	48,910.00	0.00	28,710.59	20,199.41	59
001-511-10-2100	FICA EXPENSE	271.11	3,750.00	0.00	2,196.27	1,553.73	59
001-511-10-2200	RETIREMENT	1,822.38	27,880.00	0.00	15,613.14	12,266.86	56
001-511-10-2300	LIFE & HEALTH INSURANCE	23.75	350.00	0.00	350.74	0.74-	100
001-511-10-2600	WORKERS COMPENSATION INSURANCE	9.98	150.00	0.00	139.55	10.45	93
001-511-30-3100	PROFESSIONAL SERVICES	0.00	6,000.00	0.00	200.00	5,800.00	3
001-511-30-4000	TRAVEL & PER DIEM	0.00	7,000.00	0.00	573.96	6,426.04	8
001-511-30-4100	TELEPHONE EXPENSE	90.70	2,000.00	0.00	573.57	1,426.43	29
001-511-30-4110	IT LICENSING / EQUIPMENT	0.00	8,470.00	0.00	4,827.82	3,642.18	57
001-511-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	0.00	500.00	0
001-511-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	2,500.00	0.00	2,668.60	168.60-	107
001-511-30-5100	OFFICE SUPPLIES	0.00	150.00	0.00	0.00	150.00	0
001-511-30-5200	OPERATING SUPPLIES	0.00	400.00	0.00	11.50	388.50	3
001-511-30-5400	SUBSCRIPTIONS/DUES	15.00	5,300.00	0.00	4,137.00	1,163.00	78
001-511-30-5500	TRAINING	0.00	2,650.00	0.00	0.00	2,650.00	0
511 LEGISLATIVE- CITY COMMISSION:		5,776.99	116,010.00	0.00	60,002.74	56,007.26	52
001-512-00-0000	EXECUTIVE- CITY MANAGER:	0.00	0.00	0.00	0.00	0.00	0
001-512-10-1200	SALARIES	23,676.26	448,710.00	0.00	231,467.34	217,242.66	52
001-512-10-1500	SICK LEAVE	169.20	0.00	0.00	2,238.08	2,238.08-	0
001-512-10-1600	VACATION PAY	0.00	0.00	0.00	14,109.13	14,109.13-	0
001-512-10-1800	HOLIDAY PAY	0.00	0.00	0.00	11,649.98	11,649.98-	0
001-512-10-2100	FICA EXPENSE	1,818.81	34,330.00	0.00	19,237.15	15,092.85	56
001-512-10-2200	RETIREMENT	6,302.02	110,900.00	0.00	64,364.09	46,535.91	58
001-512-10-2210	BENEFIT ADMIN FEES	4.50	0.00	0.00	81.00	81.00-	0
001-512-10-2300	LIFE & HEALTH INSURANCE	1,852.25	46,800.00	0.00	25,673.25	21,126.75	55
001-512-10-2600	WORKERS COMPENSATION INSURANCE	33.27	500.00	0.00	465.22	34.78	93
001-512-30-3100	PROFESSIONAL SERVICES	9,100.00	125,000.00	0.00	21,227.90	103,772.10	17
001-512-30-3450	CLOTHING AND UNIFORMS	0.00	500.00	0.00	183.96	316.04	37
001-512-30-4000	TRAVEL & PER DIEM	500.00	10,600.00	500.00	4,105.53	6,494.47	39
001-512-30-4100	TELEPHONE EXPENSE	391.36	4,500.00	0.00	2,202.36	2,297.64	49
001-512-30-4110	IT LICENSING / EQUIPMENT	0.00	11,840.00	0.00	10,853.43	986.57	92
001-512-30-4150	ADVERTISING/RECORDING EXPENSE	0.00	4,000.00	0.00	982.72	3,017.28	25
001-512-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	500.00	0.00	87.62	412.38	18
001-512-30-4400	RENTAL & LEASING	3.00	0.00	0.00	0.00	0.00	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-512-30-4600	REPAIR & MAINTENANCE	274.42	5,800.00	0.00	635.79	5,164.21	11
001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	1,000.00	0.00	180.84	819.16	18
001-512-30-5100	OFFICE SUPPLIES	3.23	2,000.00	0.00	1,006.28	993.72	50
001-512-30-5200	OPERATING SUPPLIES	112.92	7,250.00	0.00	4,712.76	2,537.24	65
001-512-30-5400	SUBSCRIPTIONS/DUES	115.00	5,650.00	0.00	1,084.75	4,565.25	19
001-512-30-5500	TRAINING	964.35	9,000.00	0.00	1,960.00	7,040.00	22
001-512-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	5,200.00	0.00	4,633.40	566.60	89
512 EXECUTIVE- CITY MANAGER:		45,320.59	834,080.00	500.00	423,142.58	410,937.42	51
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-513-10-1200	SALARIES	17,906.34	283,920.00	0.00	119,162.37	164,757.63	42
001-513-10-1300	OVERTIME	0.00	500.00	0.00	0.00	500.00	0
001-513-10-1500	SICK LEAVE	248.69	0.00	0.00	3,950.35	3,950.35-	0
001-513-10-1600	VACATION PAY	713.04	0.00	0.00	6,234.83	6,234.83-	0
001-513-10-1800	HOLIDAY PAY	0.00	0.00	0.00	5,570.43	5,570.43-	0
001-513-10-2100	FICA EXPENSE	1,443.41	21,760.00	0.00	10,321.08	11,438.92	47
001-513-10-2200	RETIREMENT	2,382.47	37,280.00	0.00	18,546.31	18,733.69	50
001-513-10-2300	LIFE & HEALTH INSURANCE	2,538.32	46,800.00	0.00	20,167.00	26,633.00	43
001-513-10-2500	UNEMPLOYMENT COMPENSATION	0.00	500.00	0.00	0.00	500.00	0
001-513-10-2600	WORKERS COMPENSATION INSURANCE	66.54	1,000.00	0.00	930.43	69.57	93
001-513-30-3100	PROFESSIONAL SERVICES	2,127.00	17,750.00	0.00	0.00	17,750.00	0
001-513-30-3200	ACCOUNTING/AUDITING FEE	0.00	19,250.00	0.00	0.00	19,250.00	0
001-513-30-3400	OTHER CONTRACTUAL SERVICES	281.00	14,800.00	0.00	6,715.99	8,084.01	45
001-513-30-4000	TRAVEL & PER DIEM	0.00	2,000.00	0.00	55.56	1,944.44	3
001-513-30-4100	TELEPHONE EXPENSE	209.20	6,300.00	0.00	2,758.29	3,541.71	44
001-513-30-4110	IT LICENSING / EQUIPMENT	770.84	37,540.00	0.00	29,323.02	8,216.98	78
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	79.52	1,580.00	0.00	123.74	1,456.26	8
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	3,150.00	0.00	2,003.60	1,146.40	64
001-513-30-4300	UTILITIES EXPENSE	4,013.61	27,300.00	0.00	9,305.57	17,994.43	34
001-513-30-4400	RENTAL & LEASING	1,050.04	3,900.00	0.00	1,724.12	2,175.88	44
001-513-30-4500	GENERAL INSURANCE	0.00	170,000.00	0.00	184,869.50	14,869.50-	109
001-513-30-4600	REPAIR & MAINTENANCE	511.05	22,470.00	0.00	3,847.17	18,622.83	17
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	340.93	6,000.00	340.93	3,172.44	2,827.56	53
001-513-30-4910	ELECTION EXPENSES	0.00	500.00	0.00	0.00	500.00	0
001-513-30-5100	OFFICE SUPPLIES	257.89	3,600.00	0.00	3,499.50	100.50	97
001-513-30-5200	OPERATING SUPPLIES	43.51	7,050.00	0.00	1,932.83	5,117.17	27

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001-513-30-5400	SUBSCRIPTIONS/DUES	37.50	1,180.00	37.50	187.50	992.50	16
001-513-30-5500	TRAINING	75.00	3,360.00	0.00	799.00	2,561.00	24
001-513-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	7,560.00	0.00	0.00	7,560.00	0
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	0.00	112,595.00	0.00	55,952.53	56,642.47	50
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	0.00	21,835.00	0.00	11,261.25	10,573.75	52
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	0.00	229,425.00	0.00	113,969.00	115,456.00	50
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	0.00	62,185.00	0.00	31,836.35	30,348.65	51
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRINCP	0.00	333,315.00	0.00	333,314.33	0.67	100
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTRST	0.00	89,270.00	0.00	89,263.05	6.95	100
513 CLERK/FINANCE DEPARTMENT:		35,095.90	1,595,675.00	378.43	1,070,797.14	524,877.86	67
001-516-00-0000	DEVELOPMENT SERVICES:	0.00	0.00	0.00	0.00	0.00	0
001-516-10-1200	SALARIES	38,883.73	707,050.00	0.00	280,003.77	427,046.23	40
001-516-10-1300	OVERTIME	367.98	1,000.00	0.00	629.13	370.87	63
001-516-10-1500	SICK LEAVE	1,396.68	0.00	0.00	7,491.31	7,491.31-	0
001-516-10-1600	VACATION PAY	722.13	0.00	0.00	9,853.57	9,853.57-	0
001-516-10-1800	HOLIDAY PAY	0.00	0.00	0.00	13,323.87	13,323.87-	0
001-516-10-2100	FICA EXPENSE	3,164.83	54,170.00	0.00	23,814.59	30,355.41	44
001-516-10-2200	RETIREMENT	5,903.10	105,520.00	0.00	44,450.75	61,069.25	42
001-516-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	49.50	49.50-	0
001-516-10-2300	LIFE & HEALTH INSURANCE	6,035.26	107,640.00	0.00	44,564.84	63,075.16	41
001-516-10-2600	WORKERS COMPENSATION INSURANCE	99.81	1,500.00	0.00	1,395.65	104.35	93
001-516-30-3100	PROFESSIONAL SERVICES	55,438.00	525,000.00	0.00	185,913.45	339,086.55	35
001-516-30-3400	OTHER CONTRACTUAL SERVICES	140.00	14,500.00	0.00	361.75	14,138.25	2
001-516-30-3450	CLOTHING AND UNIFORMS	0.00	2,000.00	0.00	456.92	1,543.08	23
001-516-30-4000	TRAVEL & PER DIEM	0.00	24,650.00	0.00	711.10	23,938.90	3
001-516-30-4100	TELEPHONE EXPENSE	1,324.97	8,000.00	0.00	3,666.96	4,333.04	46
001-516-30-4110	IT LICENSING / EQUIPMENT	0.00	55,100.00	0.00	26,926.95	28,173.05	49
001-516-30-4150	ADVERTISING/RECORDING EXPENSE	2,883.62	25,000.00	0.00	17,680.44	7,319.56	71
001-516-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	8,000.00	0.00	553.03	7,446.97	7
001-516-30-4600	REPAIR & MAINTENANCE	358.55	6,000.00	232.48	1,189.21	4,810.79	20
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	10,000.00	0.00	1,231.82	8,768.18	12
001-516-30-4950	CODE ENFORCEMENT	15.00	51,500.00	0.00	3,133.38	48,366.62	6
001-516-30-5100	OFFICE SUPPLIES	4.20	10,000.00	0.00	1,350.58	8,649.42	14
001-516-30-5200	OPERATING SUPPLIES	6,251.33	10,000.00	0.00	3,002.20	6,997.80	30
001-516-30-5250	FUEL EXPENSE	145.16	2,500.00	0.00	823.29	1,676.71	33

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001-516-30-5400	SUBSCRIPTIONS/DUES	175.00-	3,980.00	0.00	560.17	3,419.83	14
001-516-30-5500	TRAINING	1,953.63	19,460.00	0.00	3,113.79	16,346.21	16
001-516-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	18,000.00	0.00	11,128.33	6,871.67	62
516 DEVELOPMENT SERVICES:		124,912.98	1,770,570.00	232.48	687,380.35	1,083,189.65	39
001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0
001-518-10-1200	SALARIES	9,561.81	190,330.00	0.00	75,890.51	114,439.49	40
001-518-10-1500	SICK LEAVE	500.87	0.00	0.00	984.80	984.80-	0
001-518-10-1600	VACATION PAY	0.00	0.00	0.00	4,456.59	4,456.59-	0
001-518-10-1800	HOLIDAY PAY	0.00	0.00	0.00	2,019.04	2,019.04-	0
001-518-10-2100	FICA EXPENSE	769.80	14,570.00	0.00	6,376.39	8,193.61	44
001-518-10-2200	RETIREMENT	1,088.78	22,670.00	0.00	9,927.07	12,742.93	44
001-518-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	27.00	27.00-	0
001-518-10-2300	LIFE & HEALTH INSURANCE	1,189.20	28,080.00	0.00	11,190.34	16,889.66	40
001-518-10-2600	WORKERS COMPENSATION INSURANCE	13.31	200.00	0.00	186.07	13.93	93
001-518-30-3100	PROFESSIONAL SERVICES	0.00	145,320.00	0.00	25.00	145,295.00	0
001-518-30-3400	OTHER CONTRACTUAL SERVICES	10.00	15,160.00	0.00	2,223.98	12,936.02	15
001-518-30-4000	TRAVEL & PER DIEM	0.00	7,500.00	0.00	0.00	7,500.00	0
001-518-30-4100	TELEPHONE EXPENSE	394.50	5,000.00	0.00	3,440.13	1,559.87	69
001-518-30-4110	IT LICENSING / EQUIPMENT	29.16	21,700.00	0.00	3,629.03	18,070.97	17
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	250.00	0.00	0.00	250.00	0
001-518-30-4300	UTILITIES EXPENSE	2,729.87-	2,300.00	0.00	597.05	1,702.95	26
001-518-30-4400	RENTAL & LEASING	0.00	500.00	0.00	0.00	500.00	0
001-518-30-4600	REPAIR & MAINTENANCE	0.00	4,000.00	0.00	20.15	3,979.85	0
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	8,000.00	0.00	397.91	7,602.09	5
001-518-30-5100	OFFICE SUPPLIES	0.00	900.00	0.00	352.48	547.52	39
001-518-30-5200	OPERATING SUPPLIES	243.80	15,000.00	0.00	1,397.88	13,602.12	9
001-518-30-5400	SUBSCRIPTIONS/DUES	0.00	2,500.00	0.00	200.00	2,300.00	8
001-518-30-5500	TRAINING	53.98	8,000.00	0.00	1,193.00	6,807.00	15
001-518-30-5550	LICENSING	0.00	30,000.00	0.00	12,565.34	17,434.66	42
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	0.00	16,000.00	0.00	0.00	16,000.00	0
518 INFORMATION TECHNOLOGY DEPARTMENT		11,125.34	537,980.00	0.00	137,099.76	400,880.24	25
001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-519-10-1200	SALARIES	8,672.63	130,420.00	0.00	69,823.43	60,596.57	54

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001-519-10-1500	SICK LEAVE	0.00	0.00	0.00	790.83	790.83-	0
001-519-10-1600	VACATION PAY	567.67	0.00	0.00	2,797.34	2,797.34-	0
001-519-10-1800	HOLIDAY PAY	0.00	0.00	0.00	3,521.96	3,521.96-	0
001-519-10-2100	FICA EXPENSE	706.88	9,980.00	0.00	5,885.47	4,094.53	59
001-519-10-2200	RETIREMENT	999.80	15,540.00	0.00	9,162.82	6,377.18	59
001-519-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	22.50	22.50-	0
001-519-10-2300	LIFE & HEALTH INSURANCE	1,274.28	18,720.00	0.00	10,116.68	8,603.32	54
001-519-10-2600	WORKERS COMPENSATION INSURANCE	7.32	110.00	0.00	102.35	7.65	93
001-519-30-3100	PROFESSIONAL SERVICES	240.00	60,000.00	0.00	21,620.00	38,380.00	36
001-519-30-3400	OTHER CONTRACTUAL SERVICES	489.72	6,400.00	0.00	2,213.98	4,186.02	35
001-519-30-4000	TRAVEL & PER DIEM	331.17	4,800.00	0.00	85.00	4,715.00	2
001-519-30-4100	TELEPHONE EXPENSE	401.78	4,750.00	0.00	2,369.48	2,380.52	50
001-519-30-4110	IT LICENSING / EQUIPMENT	14.58	20,530.00	0.00	20,036.69	493.31	98
001-519-30-4150	ADVERTISING/RECRUITING	790.00	4,700.00	0.00	1,255.25	3,444.75	27
001-519-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	500.00	0.00	103.65	396.35	21
001-519-30-4300	UTILITIES EXPENSE	2,729.88-	2,300.00	0.00	825.07	1,474.93	36
001-519-30-4400	RENTAL & LEASING	0.00	60.00	0.00	0.00	60.00	0
001-519-30-4600	REPAIR & MAINTENANCE	704.93	3,000.00	0.00	1,669.61	1,330.39	56
001-519-30-4800	EMPLOYEE PROGRAMS	25.00	8,000.00	0.00	5,320.13	2,679.87	66
001-519-30-4900	MISC. EXPENSE & OTHER CURRENT	130.89	1,000.00	0.00	365.37	634.63	37
001-519-30-5100	OFFICE SUPPLIES	4.30	2,900.00	0.00	789.97	2,110.03	27
001-519-30-5200	OPERATING SUPPLIES	224.94	2,800.00	0.00	1,873.15	926.85	67
001-519-30-5250	FUEL EXPENSE	0.00	700.00	0.00	248.30	451.70	35
001-519-30-5400	SUBSCRIPTIONS/DUES	0.00	2,380.00	0.00	1,451.92	928.08	61
001-519-30-5500	TRAINING	1,795.00	4,850.00	0.00	3,243.37	1,606.63	67
001-519-30-5501	STAFF TRAINING PROGRAMS	0.00	5,000.00	0.00	2,746.90	2,253.10	55
519 HUMAN RESOURCE DEPARTMENT:		14,651.01	309,440.00	0.00	168,441.22	140,998.78	54
001-521-00-0000	POLICE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-521-10-1200	SALARIES	149,701.53	3,539,580.00	0.00	1,317,921.77	2,221,658.23	37
001-521-10-1220	UNIFORM ALLOWANCE	1,150.00	14,820.00	0.00	7,750.00	7,070.00	52
001-521-10-1250	ON CALL	450.00	10,400.00	0.00	3,675.00	6,725.00	35
001-521-10-1260	SHIFT DIFFERENTIAL	977.28	20,080.00	0.00	7,148.71	12,931.29	36
001-521-10-1300	OVERTIME	9,313.32	157,000.00	0.00	73,879.82	83,120.18	47
001-521-10-1500	SICK LEAVE	11,223.91	0.00	0.00	33,205.53	33,205.53-	0
001-521-10-1600	VACATION PAY	4,815.30	0.00	0.00	65,121.36	65,121.36-	0

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001-521-10-1700	INCENTIVE PAY	1,690.00	56,000.00	0.00	12,470.00	43,530.00	22
001-521-10-1800	HOLIDAY PAY	238.20	0.00	0.00	61,256.08	61,256.08-	0
001-521-10-1820	HOLIDAY PREMIUM	0.00	82,000.00	0.00	51,088.78	30,911.22	62
001-521-10-2100	FICA EXPENSE	13,713.35	295,680.00	0.00	124,880.68	170,799.32	42
001-521-10-2200	RETIREMENT	43,676.18	1,103,850.00	0.00	426,938.77	676,911.23	39
001-521-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	207.00	207.00-	0
001-521-10-2300	LIFE & HEALTH INSURANCE	25,820.70	547,560.00	0.00	201,467.54	346,092.46	37
001-521-10-2500	UNEMPLOYMENT COMP. REIMBURSEMENT	0.00	0.00	0.00	4,608.24	4,608.24-	0
001-521-10-2600	WORKERS COMPENSATION INSURANCE	4,324.96	65,000.00	0.00	60,477.01	4,522.99	93
001-521-30-3100	PROFESSIONAL SERVICES	400.00	48,000.00	0.00	8,689.99	39,310.01	18
001-521-30-3400	OTHER CONTRACTUAL SERVICES	54.00	26,800.00	0.00	13,877.87	12,922.13	52
001-521-30-3450	CLOTHING AND UNIFORMS	70.83	12,000.00	0.00	8,329.13	3,670.87	69
001-521-30-3500	INVESTIGATIONS	1,013.13	15,000.00	0.00	4,212.29	10,787.71	28
001-521-30-4000	TRAVEL & PER DIEM	0.00	9,000.00	0.00	2,753.02	6,246.98	31
001-521-30-4100	TELEPHONE EXPENSE	5,066.98	80,000.00	0.00	30,983.52	49,016.48	39
001-521-30-4110	IT LICENSING / EQUIPMENT	400.00	191,600.00	0.00	195,152.18	3,552.18-	102
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	3,000.00	0.00	67.68	2,932.32	2
001-521-30-4300	UTILITIES EXPENSE	9,270.41	54,000.00	0.00	29,228.44	24,771.56	54
001-521-30-4400	RENTAL & LEASING	899.99	10,500.00	0.00	1,097.75	9,402.25	10
001-521-30-4600	REPAIR & MAINTENANCE	1,449.24	70,000.00	0.00	46,595.29	23,404.71	67
001-521-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	4,000.00	0.00	65.64	3,934.36	2
001-521-30-4960	BOOT ALLOWANCE	171.19	4,600.00	0.00	925.41	3,674.59	20
001-521-30-5100	OFFICE SUPPLIES	0.00	5,000.00	0.00	1,070.62	3,929.38	21
001-521-30-5200	OPERATING SUPPLIES	3,065.52	83,000.00	0.00	33,624.47	49,375.53	41
001-521-30-5250	FUEL EXPENSE	13,994.42	195,000.00	0.00	69,540.65	125,459.35	36
001-521-30-5400	SUBSCRIPTIONS/DUES	0.00	3,000.00	0.00	620.05	2,379.95	21
001-521-30-5500	TRAINING	1,821.00	40,000.00	0.00	18,593.21	21,406.79	46
001-521-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	320,000.00	0.00	7,600.00	312,400.00	2
001-521-60-6350	POLICE IMPACT FEE PROJECTS	0.00	0.00	0.00	127.62	127.62-	0
001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	222,840.00	0.00	71,321.00	151,519.00	32
521 POLICE DEPARTMENT:		304,771.44	7,289,310.00	0.00	2,996,572.12	4,292,737.88	41
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	0.00	0.00	0.00	0.00	0.00	0
001-541-10-1200	SALARIES	66,684.10	1,256,900.00	0.00	544,608.29	712,291.71	43
001-541-10-1250	ON CALL	300.00	3,900.00	0.00	2,250.00	1,650.00	58
001-541-10-1300	OVERTIME	627.14	12,000.00	0.00	5,931.93	6,068.07	49

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001-541-10-1500	SICK LEAVE	1,608.91	0.00	0.00	19,171.74	19,171.74-	0
001-541-10-1600	VACATION PAY	5,227.08	0.00	0.00	33,167.11	33,167.11-	0
001-541-10-1800	HOLIDAY PAY	0.00	0.00	0.00	24,337.17	24,337.17-	0
001-541-10-2100	FICA EXPENSE	5,679.95	97,370.00	0.00	48,066.34	49,303.66	49
001-541-10-2200	RETIREMENT	8,599.77	172,760.00	0.00	91,948.48	80,811.52	53
001-541-10-2300	LIFE & HEALTH INSURANCE	11,711.80	234,000.00	0.00	92,456.36	141,543.64	40
001-541-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,000.00	0.00	39.50	1,960.50	2
001-541-10-2600	WORKERS COMPENSATION INSURANCE	1,330.75	20,000.00	0.00	18,608.30	1,391.70	93
001-541-30-3100	PROFESSIONAL SERVICES	9,900.00	211,580.00	0.00	39,539.86	172,040.14	19
001-541-30-3400	OTHER CONTRACTUAL SERVICES	7,180.26	378,100.00	0.00	102,525.65	275,574.35	27
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	0.00	265,000.00	0.00	73,402.57	191,597.43	28
001-541-30-3450	CLOTHING AND UNIFORMS	844.28	8,000.00	0.00	4,603.80	3,396.20	58
001-541-30-4000	TRAVEL & PER DIEM	13.48	5,500.00	0.00	756.40	4,743.60	14
001-541-30-4100	TELEPHONE EXPENSE	1,871.97	24,600.00	0.00	9,972.36	14,627.64	41
001-541-30-4110	IT LICENSING / EQUIPMENT	120.48-	80,400.00	0.00	18,686.13	61,713.87	23
001-541-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	100.00	0.00	60.02	39.98	60
001-541-30-4300	UTILITIES EXPENSE	1,710.30	23,200.00	0.00	10,331.47	12,868.53	45
001-541-30-4350	VILLAGES STREET LIGHTING	34,635.43	470,000.00	0.00	250,196.04	219,803.96	53
001-541-30-4400	RENTAL & LEASING	0.00	7,575.00	0.00	3,230.39	4,344.61	43
001-541-30-4600	REPAIR & MAINTENANCE	2,103.60	51,200.00	435.00	34,630.97	16,569.03	68
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	0.00	25,000.00	0.00	2,410.81	22,589.19	10
001-541-30-4602	REPAIR & MAINTENANCE - 610 JACKSON ST	18.04-	0.00	0.00	0.00	0.00	0
001-541-30-4900	MISC. EXPENSE & OTHER CURRENT	9.90	3,000.00	0.00	0.00	3,000.00	0
001-541-30-4940	LANDFILL DISPOSAL FEES	123.20	5,000.00	0.00	2,972.93	2,027.07	59
001-541-30-4960	BOOT ALLOWANCE	436.67	4,025.00	0.00	2,041.66	1,983.34	51
001-541-30-5100	OFFICE SUPPLIES	143.51	3,000.00	0.00	1,856.56	1,143.44	62
001-541-30-5200	OPERATING SUPPLIES	2,829.28	70,000.00	0.00	42,113.96	27,886.04	60
001-541-30-5250	FUEL EXPENSE	3,239.45	45,000.00	0.00	14,696.32	30,303.68	33
001-541-30-5400	SUBSCRIPTIONS/DUES	0.00	9,225.00	0.00	4,957.03	4,267.97	54
001-541-30-5500	TRAINING	1,000.00	19,080.00	0.00	6,856.80	12,223.20	36
001-541-60-6115	CITY HALL / ANNEX REHAB	3,936.70	50,000.00	0.00	2,104.42	47,895.58	4
001-541-60-6210	PUBLIC WORKS BUILDING	0.00	9,700.00	0.00	6,308.00	3,392.00	65
001-541-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	369,608.00	0.00	303,139.02	66,468.98	82
001-541-60-6681	PRINCIPAL-EQUIPMENT LEASE	0.00	28,200.00	0.00	28,171.17	28.83	100
001-541-60-6691	INTEREST-EQUIPMENT LEASE	0.00	2,165.00	0.00	2,160.33	4.67	100
541 PUBLIC WORKS/STREET DEPT.		171,609.01	3,967,188.00	435.00	1,848,309.89	2,118,878.11	47

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-549-00-0000	FLEET MAINTENANCE DEPT:	0.00	0.00	0.00	0.00	0.00	0
001-549-10-1200	SALARIES	13,894.02	245,440.00	0.00	123,225.06	122,214.94	50
001-549-10-1210	SPECIAL PAY	0.00	1,500.00	0.00	0.00	1,500.00	0
001-549-10-1500	SICK LEAVE	140.25	0.00	0.00	4,098.44	4,098.44-	0
001-549-10-1600	VACATION PAY	327.45	0.00	0.00	7,955.27	7,955.27-	0
001-549-10-1800	HOLIDAY PAY	305.84	0.00	0.00	6,087.71	6,087.71-	0
001-549-10-2100	FICA EXPENSE	1,122.10	18,900.00	0.00	10,814.56	8,085.44	57
001-549-10-2200	RETIREMENT	1,587.02	29,420.00	0.00	16,836.75	12,583.25	57
001-549-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	9.00	9.00-	0
001-549-10-2300	LIFE & HEALTH INSURANCE	2,446.68	46,800.00	0.00	22,980.04	23,819.96	49
001-549-10-2600	WORKERS COMPENSATION INSURANCE	519.00	7,800.00	0.00	7,257.28	542.72	93
001-549-30-3100	PROFESSIONAL SERVICES	0.00	500.00	0.00	25.00	475.00	5
001-549-30-3400	OTHER CONTRACTUAL SERVICES	20.00	2,800.00	0.00	1,213.64	1,586.36	43
001-549-30-3450	CLOTHING AND UNIFORMS	153.86	3,500.00	0.00	851.57	2,648.43	24
001-549-30-4000	TRAVEL & PER DIEM	70.90	100.00	0.00	0.00	100.00	0
001-549-30-4100	TELEPHONE EXPENSE	208.29	3,500.00	0.00	1,861.93	1,638.07	53
001-549-30-4110	IT LICENSING / EQUIPMENT	530.00	31,500.00	0.00	8,503.90	22,996.10	27
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	100.00	0.00	0.00	100.00	0
001-549-30-4300	UTILITIES EXPENSE	251.72	5,000.00	0.00	3,013.63	1,986.37	60
001-549-30-4400	RENTAL & LEASING	47.59	2,500.00	0.00	1,271.76	1,228.24	51
001-549-30-4600	REPAIR & MAINTENANCE	1,701.26	5,000.00	0.00	2,593.97	2,406.03	52
001-549-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	100.00	0.00	0.00	100.00	0
001-549-30-4960	BOOT ALLOWANCE	0.00	700.00	0.00	447.34	252.66	64
001-549-30-5100	OFFICE SUPPLIES	42.61	1,500.00	0.00	1,185.32	314.68	79
001-549-30-5200	OPERATING SUPPLIES	1,754.92	35,000.00	0.00	16,875.00	18,125.00	48
001-549-30-5250	FUEL EXPENSE	288.85	3,500.00	0.00	1,806.79	1,693.21	52
001-549-30-5400	SUBSCRIPTIONS/DUES	150.00	500.00	0.00	0.00	500.00	0
001-549-30-5500	TRAINING	0.00	2,500.00	0.00	1,234.00	1,266.00	49
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	0.00	85,900.00	0.00	71,150.75	14,749.25	83
	549 FLEET MAINTENANCE DEPT:	25,562.36	534,060.00	0.00	311,298.71	222,761.29	58
001-572-00-0000	PARKS & RECREATION:	0.00	0.00	0.00	0.00	0.00	0
001-572-10-1200	SALARIES	38,870.97	675,650.00	0.00	279,935.67	395,714.33	41
001-572-10-1250	ON CALL	300.00	3,500.00	0.00	2,250.00	1,250.00	64
001-572-10-1300	OVERTIME	413.13	2,000.00	0.00	5,723.73	3,723.73-	286

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-572-10-1500	SICK LEAVE	9,726.71	0.00	0.00	8,445.92	8,445.92-	0
001-572-10-1600	VACATION PAY	2,817.26	0.00	0.00	11,061.12	11,061.12-	0
001-572-10-1800	HOLIDAY PAY	155.77	0.00	0.00	12,564.29	12,564.29-	0
001-572-10-2100	FICA EXPENSE	3,999.67	52,110.00	0.00	24,768.77	27,341.23	48
001-572-10-2200	RETIREMENT	4,650.80	81,130.00	0.00	38,109.80	43,020.20	47
001-572-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	4.50	4.50-	0
001-572-10-2300	LIFE & HEALTH INSURANCE	6,781.20	131,040.00	0.00	61,241.08	69,798.92	47
001-572-10-2600	WORKERS COMPENSATION INSURANCE	399.23	6,000.00	0.00	5,582.52	417.48	93
001-572-30-3100	PROFESSIONAL SERVICES	2,340.00	15,750.00	0.00	11,613.39	4,136.61	74
001-572-30-3400	OTHER CONTRACTUAL SERVICES	400.00	131,900.00	0.00	56,801.57	75,098.43	43
001-572-30-3450	CLOTHING AND UNIFORMS	925.20	7,550.00	0.00	286.96	7,263.04	4
001-572-30-4000	TRAVEL & PER DIEM	0.00	3,900.00	0.00	19.28	3,880.72	0
001-572-30-4100	TELEPHONE EXPENSE	1,699.87	18,000.00	0.00	11,230.65	6,769.35	62
001-572-30-4110	IT LICENSING / EQUIPMENT	119.99	34,800.00	0.00	34,952.78	152.78-	100
001-572-30-4150	ADVERTISING AND PROMOTIONS	324.95	14,000.00	0.00	21,331.96	7,331.96-	152
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	200.00	0.00	2.31	197.69	1
001-572-30-4300	UTILITIES EXPENSE	1,373.31	25,100.00	0.00	16,432.02	8,667.98	65
001-572-30-4400	RENTAL & LEASING	1,262.72	6,900.00	0.00	1,678.66	5,221.34	24
001-572-30-4600	REPAIR & MAINTENANCE	2,020.53	123,620.00	0.00	23,825.73	99,794.27	19
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	18.04	38,500.00	0.00	1,134.74	37,365.26	3
001-572-30-4610	BAKER HOUSE MAINTENANCE	108.00	10,000.00	0.00	425.78	9,574.22	4
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	268.76	7,070.00	0.00	3,979.30	3,090.70	56
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	47.41	10,000.00	0.00	10,368.83	368.83-	104
001-572-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	5,000.00	0.00	424.19	4,575.81	8
001-572-30-4910	SPECIAL EVENTS	3,543.38	118,500.00	0.00	81,852.01	36,647.99	69
001-572-30-4915	PROGRAMS, ACTIVITIES & LEAGUES	4,518.46	110,100.00	0.00	52,091.75	58,008.25	47
001-572-30-4920	SUMMER RECREATION PROGRAM	404.07	42,500.00	0.00	2,518.28	39,981.72	6
001-572-30-4960	BOOT ALLOWANCE	344.05	1,575.00	0.00	312.77	1,262.23	20
001-572-30-5100	OFFICE SUPPLIES	11.08	2,000.00	0.00	2,586.51	586.51-	129
001-572-30-5200	OPERATING SUPPLIES	3,190.73	95,600.00	0.00	40,572.35	55,027.65	42
001-572-30-5250	FUEL EXPENSE	1,688.05	30,000.00	0.00	9,655.24	20,344.76	32
001-572-30-5280	LANDSCAPING	3,295.41	30,000.00	0.00	14,465.81	15,534.19	48
001-572-30-5400	SUBSCRIPTIONS/DUES	0.00	2,610.00	0.00	24.78	2,585.22	1
001-572-30-5500	TRAINING	95.00	10,600.00	0.00	1,339.00	9,261.00	13
001-572-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	39,100.00	0.00	38,696.00	404.00	99
001-572-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	25,000.00	0.00	0.00	25,000.00	0
001-572-60-6351	MLK PARK PROJECT	0.00	103,240.96	0.00	77,018.69	26,222.27	75

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	149,690.52	0.00	68,917.52	80,773.00	46
	572 PARKS & RECREATION:	96,113.75	2,164,236.48	0.00	1,034,246.26	1,129,990.22	48
001-575-00-0000	COMMUNITY CENTER:	0.00	0.00	0.00	0.00	0.00	0
001-575-10-1200	SALARIES	721.89	87,450.00	0.00	19,790.16	67,659.84	23
001-575-10-2100	FICA EXPENSE	55.22	6,690.00	0.00	1,513.99	5,176.01	23
001-575-10-2200	RETIREMENT	78.10	10,420.00	0.00	2,357.03	8,062.97	23
001-575-10-2300	LIFE & HEALTH INSURANCE	0.00	200.00	0.00	4.75	195.25	2
001-575-30-3100	PROFESSIONAL SERVICES	0.00	3,000.00	0.00	499.85	2,500.15	17
001-575-30-3400	OTHER CONTRACTUAL SERVICES	35.00	8,440.00	0.00	1,210.00	7,230.00	14
001-575-30-3450	CLOTHING AND UNIFORMS	0.00	1,200.00	0.00	0.00	1,200.00	0
001-575-30-4100	TELEPHONE EXPENSE	295.77	6,680.00	0.00	2,396.16	4,283.84	36
001-575-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	250.00	0.00	74.79	175.21	30
001-575-30-4300	UTILITIES EXPENSE	3,491.04	24,800.00	0.00	19,425.61	5,374.39	78
001-575-30-4400	RENTAL & LEASING	62.48	2,600.00	0.00	284.35	2,315.65	11
001-575-30-4600	REPAIR & MAINTENANCE	713.65	30,000.00	0.00	853.51	29,146.49	3
001-575-30-5100	OFFICE SUPPLIES	0.00	1,000.00	0.00	735.69	264.31	74
001-575-30-5200	OPERATING SUPPLIES	32.38	15,000.00	0.00	2,455.29	12,544.71	16
001-575-30-5400	SUBSCRIPTIONS/DUES	75.00	0.00	0.00	0.00	0.00	0
	575 COMMUNITY CENTER:	5,560.53	197,730.00	0.00	51,601.18	146,128.82	26
001-580-90-0000	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	0.00	3,958,780.52	0.00	0.00	3,958,780.52	0
001-581-00-1040	TRANSFER TO EXPANDED CRA	0.00	197,730.00	0.00	0.00	197,730.00	0
001-581-90-3010	TRANSFER TO CAPITAL PROJECT FUND	0.00	8,000,000.00	0.00	0.00	8,000,000.00	0
	581 Total	0.00	8,197,730.00	0.00	0.00	8,197,730.00	0
	001 GENERAL FUND Expend Total	840,499.90	31,472,790.00	1,545.91	8,788,891.95	22,683,898.05	28

001 GENERAL FUND

	Prior	Current	YTD
Revenues:	1,303,911.72	0.00	21,936,886.72
Expended:	840,499.90	1,545.91	8,788,891.95

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
	Net Income:	463,411.82	1,545.91-	13,147,994.77			

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
101-361-1350	INTEREST EARNED	0.00	200.00	0.00	233.00	33.00	116
101-364-1000	CEMETERY LOT SALES	700.00	2,100.00	0.00	1,400.00	700.00-	67
101-366-1350	CONTRIBUTIONS/DUES	0.00	2,000.00	0.00	480.00	1,520.00-	24
101-366-1360	GRAVE OPENING PERMITS	150.00	600.00	0.00	600.00	0.00	100
101-369-0000	OTHER MISCELLANEOUS REVENUE	0.00	100.00	0.00	0.00	100.00-	0
101-389-5000	NON-OPER/ CEMETERY RESERVES FORWARD	0.00	57,400.00	0.00	0.00	57,400.00-	0
101 CEMETERY FUND Revenue Total		850.00	62,400.00	0.00	2,713.00	59,687.00-	4

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

101 CEMETERY FUND

	Prior	Current	YTD
Revenues:	850.00	0.00	2,713.00
Expended:	0.00	0.00	0.00
Net Income:	850.00	0.00	2,713.00

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
104-361-0000	INTEREST	108.01	0.00	0.00	6,800.58	6,800.58	0
104-369-9000	TAX INCREMENT FINANCING - SUM CTY	370,479.00	368,670.00	0.00	0.00	368,670.00-	0
104-382-0010	TRANSFER FROM GENERAL	0.00	197,730.00	0.00	0.00	197,730.00-	0
104-389-5006	CASH FORWARD - CRA DISTRICT	0.00	1,007,900.00	0.00	0.00	1,007,900.00-	0
104 COMMUNITY REDEVELOPMENT Revenue Tota		370,587.01	1,574,300.00	0.00	6,800.58	1,567,499.42-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
104-550-00-0000	COMM REDEVELOPMENT DEPT.:	0.00	0.00	0.00	0.00	0.00	0
104-550-10-1200	SALARIES	2,705.76	42,210.00	0.00	22,031.55	20,178.45	52
104-550-10-1500	SICK LEAVE	0.00	0.00	0.00	438.97	438.97-	0
104-550-10-1600	VACATION PAY	300.64	0.00	0.00	1,327.63	1,327.63-	0
104-550-10-1800	HOLIDAY PAY	0.00	0.00	0.00	985.34	985.34-	0
104-550-10-2100	FICA EXPENSE	230.00	3,230.00	0.00	1,895.96	1,334.04	59
104-550-10-2200	RETIREMENT	325.30	5,030.00	0.00	7,824.16	2,794.16-	156
104-550-10-2300	LIFE & HEALTH INSURANCE	320.26	3,600.00	0.00	2,056.18	1,543.82	57
104-550-30-3100	PROFESSIONAL SERVICES	0.00	135,000.00	0.00	0.00	135,000.00	0
104-550-30-4000	TRAVEL & PER DIEM	0.00	1,500.00	0.00	0.00	1,500.00	0
104-550-30-5400	SUBSCRIPTIONS/DUES	175.00	175.00	0.00	200.00	25.00-	114
104-550-30-5500	TRAINING	0.00	4,000.00	0.00	0.00	4,000.00	0
104-550-60-6330	FACADE IMPROVEMENT GRANT	0.00	80,000.00	0.00	0.00	80,000.00	0
104-550-70-7303	DEMOLITIONS	0.00	20,000.00	0.00	0.00	20,000.00	0
104-550-70-7307	MISC. OTHER PROJECTS	0.00	55,925.00	0.00	0.00	55,925.00	0
104-550-70-7308	DOWNTOWN PARKING IMPROVEMENTS	12,404.15	50,000.00	0.00	0.00	50,000.00	0
550 COMM REDEVELOPMENT DEPT.:		16,461.11	400,670.00	0.00	36,759.79	363,910.21	9
104-580-90-9904	CONTINGENCY - CRA DISTRICT	0.00	1,173,630.00	0.00	0.00	1,173,630.00	0
104 COMMUNITY REDEVELOPMENT Expend Total		16,461.11	1,574,300.00	0.00	36,759.79	1,537,540.21	2

104 COMMUNITY REDEVELOPMENT

	Prior	Current	YTD
Revenues:	370,587.01	0.00	6,800.58
Expended:	16,461.11	0.00	36,759.79
Net Income:	354,125.90	0.00	29,959.21-

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
105-361-0000	INTEREST	0.00	100.00	0.00	54.10	45.90-	54
105-369-0058	DONATIONS	30.00	15,000.00	0.00	23,062.00	8,062.00	154
105-389-5010	CASH FORWARD - BAKER HOUSE	0.00	27,400.00	0.00	0.00	27,400.00-	0
105 BAKER HOUSE Revenue Total		30.00	42,500.00	0.00	23,116.10	19,383.90-	54

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
105-576-00-0000	BAKER HOUSE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
105-576-30-4620	BAKER HOUSE OPERATIONS	9.04	30,000.00	0.00	46.00	29,954.00	0
105-580-90-9910	CONTINGENCY - BAKER HOUSE	0.00	12,500.00	0.00	0.00	12,500.00	0
105 BAKER HOUSE Expend Total		9.04	42,500.00	0.00	46.00	42,454.00	0

105 BAKER HOUSE		Prior	Current	YTD
Revenues:		30.00	0.00	23,116.10
Expended:		9.04	0.00	46.00
Net Income:		20.96	0.00	23,070.10

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
106-589-5010	CARRY FORWARD - HISTORICAL FUND	0.00	45.00	0.00	0.00	45.00-	0
	106 WILDWOOD AREA HISTORICA Revenue Tota	0.00	45.00	0.00	0.00	45.00-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
106-577-00-0000	WILDWOOD AREA HISTORICAL ASSN	0.00	0.00	0.00	0.00	0.00	0
106-580-90-9911	CONTINGENCY - HISTORICAL ACCT	0.00	45.00	0.00	0.00	45.00	0
	106 WILDWOOD AREA HISTORICA Expend Total	0.00	45.00	0.00	0.00	45.00	0

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

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
107-341-3004	RECREATION IMPACT FEES	5,141.82	225,000.00	0.00	233,342.13	8,342.13	104
107-361-0000	INTEREST	36.22	0.00	0.00	3,117.92	3,117.92	0
107-389-5004	CASH FORWARD - P & R IMPACT FEE	0.00	275,000.00	0.00	0.00	275,000.00-	0
107 RECREATION IMPACT FEES Revenue Total		5,178.04	500,000.00	0.00	236,460.05	263,539.95-	47

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

107 RECREATION IMPACT FEES		Prior	Current	YTD
Revenues:		5,178.04	0.00	236,460.05
Expended:		0.00	0.00	0.00
Net Income:		5,178.04	0.00	236,460.05

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
108-341-3001	LAW ENFORCEMENT IMPACT FEES	103,433.98	1,100,000.00	0.00	410,662.62	689,337.38-	37
108-361-0000	INTEREST	15.80	0.00	0.00	97.91	97.91	0
108-389-5002	CASH FORWARD - POLICE IMPACT FEE	0.00	1,540,500.00	0.00	0.00	1,540,500.00-	0
108 LAW ENFORCEMENT IMPACT Revenue Total		103,449.78	2,640,500.00	0.00	410,760.53	2,229,739.47-	16

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
108-521-00-0000	LAW ENFORCEMENT IMPACT FEES:	0.00	0.00	0.00	0.00	0.00	0
108-521-30-4900	MISC. EXPENSE & OTHER CURRENT	35.26	0.00	0.00	193.00	193.00-	0
108-521-60-6400	CAP. IMPROVEMENT- MACHINERY & EQUIPMENT	0.00	710,400.00	0.00	121,647.08	588,752.92	17
108-521-70-9105	TRANSFER TO GENERAL FUND - LOAN PAYMENT	0.00	412,800.00	0.00	0.00	412,800.00	0
521 LAW ENFORCEMENT IMPACT FEES:		35.26	1,123,200.00	0.00	121,840.08	1,001,359.92	11
108-580-90-9902	CONTINGENCY -LAW ENFORCEMENT IMPACT FEES	0.00	1,517,300.00	0.00	0.00	1,517,300.00	0
108 LAW ENFORCEMENT IMPACT Expend Total		35.26	2,640,500.00	0.00	121,840.08	2,518,659.92	5

108 LAW ENFORCEMENT IMPACT FEES		Prior	Current	YTD
Revenues:	103,449.78	0.00	410,760.53	
Expended:	35.26	0.00	121,840.08	
Net Income:	103,414.52	0.00	288,920.45	

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
301-361-0000	INTEREST	476.18	100.00	0.00	72,300.82	72,200.82	***
301-382-0010	TRANSFER FROM GENERAL FUND	0.00	8,000,000.00	0.00	0.00	8,000,000.00-	0
301-389-5000	NON-OPERATIONAL CASH FORWARD-CAP.IMPR	0.00	13,357,100.00	0.00	0.00	13,357,100.00-	0
	301 CAPITAL IMPROVEMENT FUN Revenue Tota	476.18	21,357,200.00	0.00	72,300.82	21,284,899.18-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
301-500-00-0000	CAPITAL IMPROVEMENT FUND	0.00	0.00	0.00	0.00	0.00	0
301-513-60-6201	CITY HALL HVAC PROJECT	77,402.72	91,581.50	0.00	55,153.13	36,428.37	60
301-516-60-6301	DOWNTOWN MASTER PLAN PROJECTS	4,500.00	125,000.00	0.00	12,426.95	112,573.05	10
301-516-60-6302	CITY PARKING FACILITIES REHAB	6,751.45	0.00	0.00	0.00	0.00	0
301-516-60-6303	CITY SIGN AT TRAILWINDS	19,960.31	0.00	0.00	0.00	0.00	0
	516 Total	31,211.76	125,000.00	0.00	12,426.95	112,573.05	10
301-521-60-6301	POLICE DEPARTMENT HQ MONUMENT SIGN	0.00	50,000.00	0.00	0.00	50,000.00	0
301-541-60-6202	MUNICIPAL SERVICES COMPLEX PROJECT	526,322.24	570,445.37	0.00	385,590.40	184,854.97	68
301-541-60-6203	PW POLE BARN	0.00	111,000.00	0.00	0.00	111,000.00	0
301-541-60-6204	PW BUILDING HVAC UPGRADES	0.00	80,000.00	0.00	4,687.50	75,312.50	6
301-541-60-6205	MSC HVAC UPGRADES	0.00	40,000.00	0.00	454.60	39,545.40	1
301-541-60-6301	PLEASANTDALE REHAB	8,112.50	1,316,375.00	0.00	11,675.00	1,304,700.00	1
301-541-60-6302	BARWICK REHAB	0.00	366,675.80	0.00	42,974.00	323,701.80	12
301-541-60-6303	OAK GROVE VILLAGE DRAINAGE IMPROVEMENTS	0.00	948,200.00	0.00	95,778.28	852,421.72	10
301-541-60-6305	PAVEMENT PRESERVATION PLAN	251,757.40	1,000,000.00	0.00	37,200.00	962,800.00	4
301-541-60-6306	CLAY DRAIN ROAD DESIGN	0.00	614,815.00	0.00	75,386.00	539,429.00	12
301-541-60-6307	JACKSON ST IMPROVEMENTS	0.00	200,000.00	0.00	0.00	200,000.00	0
301-541-60-6308	HUEY ST IMPROVEMENTS	0.00	280,000.00	0.00	28,930.00	251,070.00	10
301-541-60-6309	ST CLAIR STREET IMPROVEMENTS	0.00	200,000.00	0.00	0.00	200,000.00	0
301-541-60-6310	DOWNTOWN PARKING GARAGE	0.00	0.00	0.00	175,102.00	175,102.00-	0
	541 Total	786,192.14	5,727,511.17	0.00	857,777.78	4,869,733.39	15
301-572-60-6201	MLK PARK CONCESSION STAND/RESTROOMS	0.00	328,763.00	0.00	198,958.69	129,804.31	61
301-572-60-6202	BAKER HOUSE RESTROOMS	3,394.00	37,135.00	0.00	42,082.63	4,947.63-	113
301-572-60-6203	LAKE DEATON RESTROOMS	1,005.40	0.00	0.00	0.00	0.00	0

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301-572-60-6205	RECREATION CENTER AT MLK PARK	0.00	150,000.00	0.00	22,199.04	127,800.96	15
301-572-60-6206	OXFORD PARK BATHROOMS	0.00	115,000.00	0.00	0.00	115,000.00	0
301-572-60-6207	OUTREACH CENTER RE-ROOF	0.00	45,000.00	0.00	15,590.00	29,410.00	35
301-572-60-6302	MILLENNIUM PARK IMPROVEMENTS	18,255.00	4,044,385.00	0.00	137,569.39	3,906,815.61	3
301-572-60-6303	MLK PARK BASKETBALL COURT REHAB	0.00	112,000.00	0.00	7,814.40	104,185.60	7
301-572-60-6304	LAKE DEATON PIER IMPROVEMENTS	0.00	132,000.00	0.00	24.40	131,975.60	0
301-572-60-6305	CITY HALL COURTYARD REHAB	0.00	100,000.00	0.00	29,622.69	70,377.31	30
572 Total		22,654.40	5,064,283.00	0.00	453,861.24	4,610,421.76	9
301-575-60-6201	COMMUNITY CENTER HVAC UPGRADES	0.00	400,000.00	0.00	28,447.50	371,552.50	7
301-575-60-6301	COMMUNITY CENTER PARKING REHAB	21,834.35	0.00	0.00	0.00	0.00	0
575 Total		21,834.35	400,000.00	0.00	28,447.50	371,552.50	7
301-580-90-9901	CONTINGENCY-CAP.IMPROVEMENT FUND	0.00	9,898,824.33	0.00	0.00	9,898,824.33	0
301 CAPITAL IMPROVEMENT FUN Expend Total		939,295.37	21,357,200.00	0.00	1,407,666.60	19,949,533.40	7

301 CAPITAL IMPROVEMENT FUND

	Prior	Current	YTD
Revenues:	476.18	0.00	72,300.82
Expended:	939,295.37	0.00	1,407,666.60
Net Income:	938,819.19-	0.00	1,335,365.78-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
401-343-3100	WATER SALES-OPERATING INCOME	252,201.12	3,210,000.00	0.00	1,647,558.35	1,562,441.65-	51
401-343-3500	WATER- METER INSTALLATIONS	6,593.12	100,000.00	0.00	144,391.47	44,391.47	144
401-343-3510	WATER- OTHER (ON/OFF FEES)	3,385.00	30,000.00	0.00	20,330.00	9,670.00-	68
401-343-3520	WATER INCOME-OTHER	1,530.71	10,000.00	0.00	9,881.26	118.74-	99
401-343-3550	WATER UTILITY TAX	427.46-	0.00	0.00	0.00	0.00	0
401-343-4151	RE-ROUTE FEE	18.67-	0.00	0.00	0.00	0.00	0
401-343-5100	SEWER OPERATING INCOME-BILLINGS	378,852.10	4,710,000.00	0.00	2,506,071.48	2,203,928.52-	53
401-343-5510	SEWER OTHER MISC	0.00	12,000.00	0.00	0.00	12,000.00-	0
401-343-5511	LAND LEASE-TURTLE MOUNT(TOWER)	2,645.00	15,000.00	0.00	9,257.50	5,742.50-	62
401-343-5520	TSS/COD WASTEWATER FEES	55,366.18	800,000.00	0.00	394,076.37	405,923.63-	49
401-343-6100	REUSE WATER OPERATIONS	48.68	100,000.00	0.00	26,171.98	73,828.02-	26
401-361-0000	INTEREST EARNINGS	1,737.88	5,000.00	0.00	64,346.47	59,346.47	***
401-389-4000	STATE APPROPRIATIONS	0.00	0.00	0.00	100,000.00	100,000.00	0
401-389-5000	Non-Operational-Cash Forward- W/S	0.00	9,170,000.00	0.00	0.00	9,170,000.00-	0
	401 UTILITY FUND Revenue Total	701,913.66	18,162,000.00	0.00	4,922,084.88	13,239,915.12-	27

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-530-00-0000	PHYSICAL ENVIRONMENT/ADMIN:	0.00	0.00	0.00	0.00	0.00	0
401-530-10-1200	SALARIES	10,179.03	162,800.00	0.00	83,468.68	79,331.32	51
401-530-10-1300	OVERTIME	0.00	1,000.00	0.00	0.00	1,000.00	0
401-530-10-1500	SICK LEAVE	198.66	0.00	0.00	3,175.76	3,175.76-	0
401-530-10-1600	VACATION PAY	1,010.87	0.00	0.00	4,848.63	4,848.63-	0
401-530-10-1800	HOLIDAY PAY	0.00	0.00	0.00	3,838.29	3,838.29-	0
401-530-10-2100	FICA EXPENSE	869.68	12,540.00	0.00	7,281.42	5,258.58	58
401-530-10-2200	RETIREMENT	1,232.24	19,350.00	0.00	11,353.95	7,996.05	59
401-530-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	27.00	27.00-	0
401-530-10-2300	LIFE & HEALTH INSURANCE	2,437.50	37,440.00	0.00	20,292.28	17,147.72	54
401-530-10-2500	UNEMPLOYMENT COMPENSATION	0.00	1,500.00	0.00	0.00	1,500.00	0
401-530-10-2600	WORKERS COMPENSATION INSURANCE	66.54	1,000.00	0.00	930.42	69.58	93
401-530-30-3100	PROFESSIONAL SERVICES	0.00	4,125.00	0.00	0.00	4,125.00	0
401-530-30-3200	ACCOUNTING & AUDITING FEES	0.00	19,250.00	0.00	0.00	19,250.00	0
401-530-30-3400	OTHER CONTRACTUAL SERVICES	1,328.44	32,410.00	0.00	14,781.63	17,628.37	46
401-530-30-4000	TRAVEL & PER DIEM	0.00	1,000.00	0.00	0.00	1,000.00	0
401-530-30-4100	TELEPHONE EXPENSE	166.00	5,250.00	0.00	2,420.05	2,829.95	46
401-530-30-4110	IT LICENSING / EQUIPMENT	257.25	25,300.00	0.00	25,065.11	234.89	99
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	33,000.00	0.00	10,818.73	22,181.27	33

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-530-30-4300	UTILITIES EXPENSE	4,013.60	25,000.00	0.00	7,839.10	17,160.90	31
401-530-30-4400	RENTAL & LEASING	1,053.03	3,200.00	0.00	1,545.89	1,654.11	48
401-530-30-4500	GENERAL INSURANCE	0.00	170,000.00	0.00	184,869.50	14,869.50-	109
401-530-30-4600	REPAIR & MAINTENANCE	202.05	21,000.00	0.00	2,524.79	18,475.21	12
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	2,530.21	12,300.00	0.00	5,645.41	6,654.59	46
401-530-30-5100	OFFICE SUPPLIES	159.96	2,000.00	0.00	393.69	1,606.31	20
401-530-30-5200	OPERATING SUPPLIES	273.63	5,600.00	0.00	2,647.35	2,952.65	47
401-530-30-5400	SUBSCRIPTIONS/DUES	37.50	450.00	37.50	37.50	412.50	8
401-530-30-5500	TRAINING	0.00	2,000.00	0.00	702.00	1,298.00	35
530 PHYSICAL ENVIRONMENT/ADMIN:		26,016.19	597,515.00	37.50	394,507.18	203,007.82	66
401-533-00-0000	WATER DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
401-533-10-1200	SALARIES	44,694.84	873,990.00	0.00	375,826.65	498,163.35	43
401-533-10-1250	ON CALL	675.00	7,800.00	0.00	4,575.00	3,225.00	59
401-533-10-1300	OVERTIME	532.93	15,000.00	0.00	7,406.97	7,593.03	49
401-533-10-1500	SICK LEAVE	1,057.65	0.00	0.00	15,103.10	15,103.10-	0
401-533-10-1600	VACATION PAY	1,418.61	0.00	0.00	25,413.75	25,413.75-	0
401-533-10-1800	HOLIDAY PAY	0.00	0.00	0.00	16,284.37	16,284.37-	0
401-533-10-1820	HOLIDAY PREMIUM	0.00	5,000.00	0.00	1,757.44	3,242.56	35
401-533-10-2100	FICA EXPENSE	3,700.96	68,990.00	0.00	34,147.21	34,842.79	50
401-533-10-2200	RETIREMENT	5,234.58	107,410.00	0.00	53,112.92	54,297.08	49
401-533-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	58.50	58.50-	0
401-533-10-2300	LIFE & HEALTH INSURANCE	6,934.04	168,480.00	0.00	66,253.95	102,226.05	39
401-533-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	0.00	2,500.00	0
401-533-10-2600	WORKERS COMPENSATION INSURANCE	998.07	15,000.00	0.00	13,956.23	1,043.77	93
401-533-30-3100	PROFESSIONAL SERVICES	8,969.02	61,890.00	0.00	34,173.74	27,716.26	55
401-533-30-3400	OTHER CONTRACTUAL SERVICES	684.87	180,000.00	0.00	42,242.35	137,757.65	23
401-533-30-3450	CLOTHING AND UNIFORMS	375.52	9,000.00	0.00	3,444.14	5,555.86	38
401-533-30-4000	TRAVEL & PER DIEM	331.87	4,500.00	0.00	4,494.41	5.59	100
401-533-30-4100	TELEPHONE EXPENSE	3,139.74	38,600.00	0.00	16,904.07	21,695.93	44
401-533-30-4110	IT LICENSING / EQUIPMENT	0.00	64,200.00	0.00	36,451.98	27,748.02	57
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	17.99	2,500.00	0.00	51.82	2,448.18	2
401-533-30-4300	UTILITIES EXPENSE	6,346.29	130,000.00	0.00	95,673.23	34,326.77	74
401-533-30-4400	RENTAL & LEASING	654.46	9,000.00	0.00	4,424.04	4,575.96	49
401-533-30-4600	REPAIR & MAINTENANCE	19,970.85	150,000.00	0.00	42,997.65	107,002.35	29
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	5,000.00	0.00	0.00	5,000.00	0

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401-533-30-4960	BOOT ALLOWANCE	149.73	2,400.00	0.00	780.17	1,619.83	33
401-533-30-5010	BAD DEBT EXPENSE	0.00	0.00	0.00	60.19	60.19-	0
401-533-30-5100	OFFICE SUPPLIES	609.42	4,000.00	0.00	4,805.17	805.17-	120
401-533-30-5200	OPERATING SUPPLIES	73,579.49	250,000.00	0.00	215,870.08	34,129.92	86
401-533-30-5220	WATER METERS	0.00	310,000.00	0.00	119,683.64	190,316.36	39
401-533-30-5250	FUEL EXPENSE	4,068.82	45,000.00	0.00	21,025.02	23,974.98	47
401-533-30-5260	CHEMICALS	20,101.92	225,000.00	0.00	132,108.29	92,891.71	59
401-533-30-5270	LABORATORY SAMPLES	2,020.00	50,000.00	0.00	14,035.00	35,965.00	28
401-533-30-5400	SUBSCRIPTIONS/DUES	0.00	9,000.00	0.00	1,133.80	7,866.20	13
401-533-30-5500	TRAINING	135.75	7,600.00	0.00	2,911.00	4,689.00	38
401-533-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	25,334.00	0.00	25,334.00	0.00	100
401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	123,000.00	0.00	24,569.35	98,430.65	20
401-533-60-6301	METER CHANGE OUT PROGRAM	0.00	206,600.00	0.00	81,600.00	125,000.00	40
401-533-60-6350	LOOP/UPGRADE WATER MAINS	29,250.00	525,200.00	0.00	23,880.00	501,320.00	5
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	178,000.00	0.00	0.00	178,000.00	0
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	18,450.00	0.00	18,446.55	3.45	100
401-533-60-6691	LEASE PURCHASE INTEREST PMT	0.00	3,155.00	0.00	3,151.86	3.14	100
401-533-70-7319	CR 209 WATER MAIN EXTENSION	0.00	498,798.81	0.00	427,714.61	71,084.20	86
533 WATER DEPARTMENT:		235,652.42	4,400,397.81	0.00	2,011,862.25	2,388,535.56	46
401-535-00-0000	WASTEWATER DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
401-535-10-1200	SALARIES	55,354.00	1,126,740.00	0.00	413,455.86	713,284.14	37
401-535-10-1250	ON CALL	825.00	11,700.00	0.00	6,675.00	5,025.00	57
401-535-10-1300	OVERTIME	547.60	15,000.00	0.00	8,417.88	6,582.12	56
401-535-10-1500	SICK LEAVE	3,721.97	0.00	0.00	12,002.68	12,002.68-	0
401-535-10-1600	VACATION PAY	8,084.49	0.00	0.00	30,300.17	30,300.17-	0
401-535-10-1800	HOLIDAY PAY	0.00	0.00	0.00	15,856.41	15,856.41-	0
401-535-10-1820	HOLIDAY PREMIUM	0.00	9,000.00	0.00	7,119.37	1,880.63	79
401-535-10-2100	FICA EXPENSE	5,320.98	88,930.00	0.00	37,777.92	51,152.08	42
401-535-10-2200	RETIREMENT	7,660.50	138,450.00	0.00	59,505.65	78,944.35	43
401-535-10-2210	BENEFIT ADMIN FEES	0.00	0.00	0.00	49.50	49.50-	0
401-535-10-2300	LIFE & HEALTH INSURANCE	10,814.98	215,280.00	0.00	73,892.50	141,387.50	34
401-535-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	0.00	2,500.00	0
401-535-10-2600	WORKERS COMPENSATION INSURANCE	1,996.14	30,000.00	0.00	27,912.47	2,087.53	93
401-535-30-3100	PROFESSIONAL SERVICES	1,950.97-	82,087.50	0.00	39,786.40	42,301.10	48
401-535-30-3400	OTHER CONTRACTUAL SERVICES	735.57	175,000.00	0.00	57,490.46	117,509.54	33

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-535-30-3450	CLOTHING AND UNIFORMS	587.61	11,000.00	0.00	3,924.42	7,075.58	36
401-535-30-4000	TRAVEL & PER DIEM	171.94-	4,500.00	0.00	2,299.04	2,200.96	51
401-535-30-4100	TELEPHONE EXPENSE	1,121.04	15,000.00	0.00	9,503.77	5,496.23	63
401-535-30-4110	IT LICENSING / EQUIPMENT	0.00	57,900.00	0.00	30,219.67	27,680.33	52
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	114.37	1,500.00	0.00	801.26	698.74	53
401-535-30-4300	UTILITIES EXPENSE	25,772.60	270,000.00	0.00	205,396.62	64,603.38	76
401-535-30-4400	RENTAL & LEASING	99.29	2,000.00	0.00	1,177.69	822.31	59
401-535-30-4600	REPAIR & MAINTENANCE	15,422.70	275,000.00	0.00	260,733.27	14,266.73	95
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	5,000.00	0.00	353.36	4,646.64	7
401-535-30-4940	LANDFILL DISPOSAL FEES	8,064.00	115,000.00	0.00	103,353.30	11,646.70	90
401-535-30-4960	BOOT ALLOWANCE	0.00	3,500.00	0.00	792.35	2,707.65	23
401-535-30-5100	OFFICE SUPPLIES	35.84	4,000.00	0.00	2,949.73	1,050.27	74
401-535-30-5200	OPERATING SUPPLIES	13,578.16	200,000.00	0.00	138,730.78	61,269.22	69
401-535-30-5250	FUEL EXPENSE	5,571.86	50,000.00	0.00	34,025.44	15,974.56	68
401-535-30-5260	CHEMICALS	10,866.09	120,000.00	0.00	105,159.21	14,840.79	88
401-535-30-5270	LABORATORY SAMPLES	5,100.00	65,000.00	0.00	31,575.00	33,425.00	49
401-535-30-5400	SUBSCRIPTIONS/DUES	0.00	4,000.00	0.00	921.85	3,078.15	23
401-535-30-5500	TRAINING	255.00-	7,600.00	0.00	1,229.83	6,370.17	16
401-535-60-6200	CAP. IMPROVEMENT-BUILDINGS	6,830.00	30,000.00	0.00	0.00	30,000.00	0
401-535-60-6250	LIFT STATION UPGRADES	0.00	576,420.00	0.00	0.00	576,420.00	0
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	10,294.56	227,000.00	0.00	122,569.35	104,430.65	54
401-535-60-6310	MILLENNIUM PARK PROJECT	0.00	243,100.00	0.00	36,625.00	206,475.00	15
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	18,900.00	1,036,207.00	0.00	365,870.66	670,336.34	35
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEMENT	0.00	374,700.00	0.00	218,835.00	155,865.00	58
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	75,620.00	0.00	75,617.58	2.42	100
401-535-60-6691	LEASE PURCHASE INTEREST PMT	0.00	8,985.00	0.00	8,981.09	3.91	100
401-535-60-6770	SR 44 FM / CCC DECOMMISSIONING	10,686.25	2,500,000.00	0.00	4,874.50	2,495,125.50	0
401-535-70-7302	BUENA VISTA FORCEMAIN	0.00	350,000.00	0.00	300,270.00	49,730.00	86
401-535-70-7303	WILDWOOD ESTATES LS	7,884.00	338,301.37	0.00	265,344.97	72,956.40	78
535 WASTEWATER DEPARTMENT:		233,611.69	8,866,020.87	0.00	3,122,377.01	5,743,643.86	35
401-580-90-0000	CONTINGENCY:	0.00	0.00	0.00	0.00	0.00	0
401-580-90-9912	CONTIN- WATER SEWER-REFUSE	0.00	3,613,536.32	0.00	0.00	3,613,536.32	0
401-582-00-0000	DEBT SERVICE:	0.00	0.00	0.00	0.00	0.00	0
401-582-70-7100	SUMTER SCHOOL BOARD LEASE PURCHASE	0.00	170,000.00	0.00	170,000.00	0.00	100

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	0.00	340,810.00	0.00	169,523.38	171,286.62	50
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T)	0.00	107,755.00	0.00	107,755.08	0.08-	100
401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	0.00	39,105.00	0.00	20,434.06	18,670.94	52
401-582-70-7206	DEBT SERV-INTERST-2016 CONTINENTAL (BBT)	0.00	26,860.00	0.00	26,859.96	0.04	100
582 DEBT SERVICE:		0.00	684,530.00	0.00	494,572.48	189,957.52	72
401 UTILITY FUND Expend Total		495,280.30	18,162,000.00	37.50	6,023,318.92	12,138,681.08	33

401 UTILITY FUND		Prior	Current	YTD
Revenues:	701,913.66	0.00	4,922,084.88	
Expended:	495,280.30	37.50	6,023,318.92	
Net Income:	206,633.36	37.50-	1,101,234.04-	

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
402-361-0000	INTEREST	427.27	1,000.00	0.00	31,003.05	30,003.05	***
402-389-5000	CASH FORWARD	0.00	4,000,000.00	0.00	0.00	4,000,000.00-	0
402 CAPITAL PROJECTS (LOAN/ Revenue Total		427.27	4,001,000.00	0.00	31,003.05	3,969,996.95-	1

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

402 CAPITAL PROJECTS (LOAN/GRANT)	Prior	Current	YTD
Revenues:	427.27	0.00	31,003.05
Expended:	0.00	0.00	0.00
Net Income:	427.27	0.00	31,003.05

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
403-361-0000	INTEREST EARNINGS	8.75	100.00	0.00	365.56	265.56	366
403-389-5000	NON-OPERATIONAL-CASH FORWARD	0.00	72,500.00	0.00	0.00	72,500.00-	0
403 INDUSTRIAL FUND Revenue Total		8.75	72,600.00	0.00	365.56	72,234.44-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
403-552-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0.00	0
403-552-30-3100	PROFESSIONAL SERVICES	0.00	1,000.00	0.00	0.00	1,000.00	0
403-580-90-9999	CONTINGENCY	0.00	61,600.00	0.00	0.00	61,600.00	0
403-581-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0.00	0
403-581-00-0100	TRANSFER TO GENERAL FUND	0.00	10,000.00	0.00	0.00	10,000.00	0
403 INDUSTRIAL FUND Expend Total		0.00	72,600.00	0.00	0.00	72,600.00	0

403 INDUSTRIAL FUND

	Prior	Current	YTD
Revenues:	8.75	0.00	365.56
Expended:	0.00	0.00	0.00
Net Income:	8.75	0.00	365.56

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
404-343-3501	WATER SYSTEM CONNECTION FEES	0.00	7,000.00	0.00	0.00	7,000.00-	0
404-361-0000	INTEREST	4.33	0.00	0.00	23.81	23.81	0
404-389-5002	CASH FORWARD - WATER CONNECTIONS	0.00	383,800.00	0.00	0.00	383,800.00-	0
404 WATER CONNECTION FEES Revenue Total		4.33	390,800.00	0.00	23.81	390,776.19-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
404-533-30-4900	MISC. EXPENSE & OTHER CURRENT	30.00	0.00	0.00	180.38	180.38-	0
404-533-70-7352	ASHLEY WTP PROJECT	4,908.90	390,000.00	0.00	60,460.05	329,539.95	16
533 Total		4,938.90	390,000.00	0.00	60,640.43	329,359.57	16
404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	0.00	800.00	0.00	0.00	800.00	0
404 WATER CONNECTION FEES Expend Total		4,938.90	390,800.00	0.00	60,640.43	330,159.57	16

404 WATER CONNECTION FEES		Prior	Current	YTD
Revenues:		4.33	0.00	23.81
Expended:		4,938.90	0.00	60,640.43
Net Income:		4,934.57-	0.00	60,616.62-

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
406-343-5500	SEWER TAP CONNECTION FEES	0.00	5,000.00	0.00	0.00	5,000.00-	0
406-361-0000	INTEREST	3.36	0.00	0.00	18.14	18.14	0
406-389-5006	CASH FORWARD - WASTEWATER CONNECTION FEE	0.00	383,950.00	0.00	0.00	383,950.00-	0
	406 WASTEWATER CONNECTION F Revenue Tota	3.36	388,950.00	0.00	18.14	388,931.86-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
406-535-00-0000	SEWER TAP CONNECTION FEES:	0.00	0.00	0.00	0.00	0.00	0
406-535-30-4900	MISC. EXPENSE & OTHER CURRENT	30.00	0.00	0.00	180.00	180.00-	0
406-535-60-6392	WWTF CLARIFIER DEMO/CONSTRUCTION-DESIGN	0.00	100,000.00	0.00	0.00	100,000.00	0
406-535-60-6393	WILDWOOD ESTATES LS	0.00	228,589.90	0.00	199,623.00	28,966.90	87
	535 SEWER TAP CONNECTION FEES:	30.00	328,589.90	0.00	199,803.00	128,786.90	61
406-580-90-5006	CONTINGENCY - WASTEWATER CONNECTION FEES	0.00	60,360.10	0.00	0.00	60,360.10	0
	406 WASTEWATER CONNECTION F Expend Total	30.00	388,950.00	0.00	199,803.00	189,147.00	51

406 WASTEWATER CONNECTION FEES	Prior	Current	YTD
Revenues:	3.36	0.00	18.14
Expended:	30.00	0.00	199,803.00
Net Income:	26.64-	0.00	199,784.86-

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
408-343-3560	WATER SDC FEES	17,151.62	1,500,000.00	0.00	494,323.00	1,005,677.00-	33
408-361-0000	INTEREST EARNED	29.72	100.00	0.00	169.63	69.63	170
408-389-5012	CASH FORWARD - WATER SDC	0.00	3,427,000.00	0.00	0.00	3,427,000.00-	0
408 WATER SDC FEES Revenue Total		17,181.34	4,927,100.00	0.00	494,492.63	4,432,607.37-	10

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	32.70	0.00	0.00	186.49	186.49-	0
408-533-70-7352	ASHLEY WTP UPGRADES	2,155.32-	80,000.00	0.00	0.00	80,000.00	0
408-533-70-7354	CR 209 WATER MAIN EXT PHASE 1	0.00	800,000.00	0.00	0.00	800,000.00	0
533 Total		2,122.62-	880,000.00	0.00	186.49	879,813.51	0
408-580-90-9914	CONTINGENCY - WATER SDC FUND	0.00	3,791,070.00	0.00	0.00	3,791,070.00	0
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	0.00	221,015.00	0.00	110,263.62	110,751.38	50
408-582-70-7207	SRF INTEREST - OXFORD WTP	0.00	35,015.00	0.00	17,751.18	17,263.82	51
582 Total		0.00	256,030.00	0.00	128,014.80	128,015.20	50
408 WATER SDC FEES Expend Total		2,122.62-	4,927,100.00	0.00	128,201.29	4,798,898.71	3

408 WATER SDC FEES

	Prior	Current	YTD
Revenues:	17,181.34	0.00	494,492.63
Expended:	2,122.62-	0.00	128,201.29
Net Income:	19,303.96	0.00	366,291.34

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
409-343-5560	WASTEWATER SDC FEES	30,375.32	2,650,000.00	0.00	1,644,925.10	1,005,074.90-	62
409-361-0000	INTEREST EARNED	59.68	100.00	0.00	398.17	298.17	398
409-389-5013	CASH FORWARD	0.00	6,890,000.00	0.00	0.00	6,890,000.00-	0
409 WASTEWATER SDC FEES Revenue Total		30,435.00	9,540,100.00	0.00	1,645,323.27	7,894,776.73-	17
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
409-535-30-4900	MISC. EXPENSE & OTHER CURRENT	34.10	0.00	0.00	191.80	191.80-	0
409-535-70-7346	WWTP FACILITY PLAN	17,501.25	7,821,443.75	0.00	234,899.85	7,586,543.90	3
409-535-70-7355	BRIDGE CROSSING PROJECT	10,920.00	788,600.00	0.00	0.00	788,600.00	0
409-535-70-7359	GRAVITY COLLECTION SYS CONDITION ASSESS	0.00	250,000.00	0.00	0.00	250,000.00	0
535 Total		28,455.35	8,860,043.75	0.00	235,091.65	8,624,952.10	3
409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	0.00	604,471.25	0.00	0.00	604,471.25	0
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN PRIN	0.00	4,390.00	0.00	2,186.42	2,203.58	50
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PRIN	0.00	69,788.00	0.00	34,891.53	34,896.47	50
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTRUCTN	0.00	332.00	0.00	167.87	164.13	51
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEMAIN	0.00	1,075.00	0.00	546.69	528.31	51
582 Total		0.00	75,585.00	0.00	37,792.51	37,792.49	50
409 WASTEWATER SDC FEES Expend Total		28,455.35	9,540,100.00	0.00	272,884.16	9,267,215.84	3

409 WASTEWATER SDC FEES		Prior	Current	YTD
	Revenues:	30,435.00	0.00	1,645,323.27
	Expended:	28,455.35	0.00	272,884.16
	Net Income:	1,979.65	0.00	1,372,439.11

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING MAY 08 2023

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
601-351-2000	CONFISCATED PROPERTY	0.00	1,500.00	0.00	0.00	1,500.00-	0
601-361-0000	INTEREST	2.26	10.00	0.00	194.33	184.33	***
601 LAW ENFORCEMENT FUND Revenue Total		2.26	1,510.00	0.00	194.33	1,315.67-	13

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
601-521-00-0000	LAW ENFORCEMENT TRUST:	0.00	0.00	0.00	0.00	0.00	0
601-580-90-9999	CONTINGENCY	0.00	51,695.00	0.00	0.00	51,695.00	0
601 LAW ENFORCEMENT FUND Expend Total		0.00	51,695.00	0.00	0.00	51,695.00	0

601 LAW ENFORCEMENT FUND		Prior	Current	YTD
Revenues:		2.26	0.00	194.33
Expended:		0.00	0.00	0.00
Net Income:		2.26	0.00	194.33

Grand Totals		Prior	Current	YTD
Revenues:		2,534,458.70	0.00	29,782,543.47
Expended:		2,322,882.61	1,583.41	17,040,052.22
Net Income:		211,576.09	1,583.41-	12,742,491.25

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2206-006 Arby's/Multi-Tenant Development @ Lot 5 - Turkey Run

REQUESTED ACTION: Special magistrate recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER

SP 2206-006 Arby's/Multi-Tenant
Development @ Lot 5 - Turkey Run

PARCEL NUMBER

G05V005

ACREAGE

1 +/-

PROPERTY LOCATION

The subject property is generally located north
along C 466A, approximately 0.09 miles west
of E C 462.

OWNER/APPLICANT

Turkey Run, LLC

Turkey Run, LLC is seeking approval from the City Commission for the construction of a two thousand eight hundred fifty-eight (2,858) sq ft fast-food establishment with a drive-thru and two (2) one thousand six hundred (1,600) sq ft retail shops.

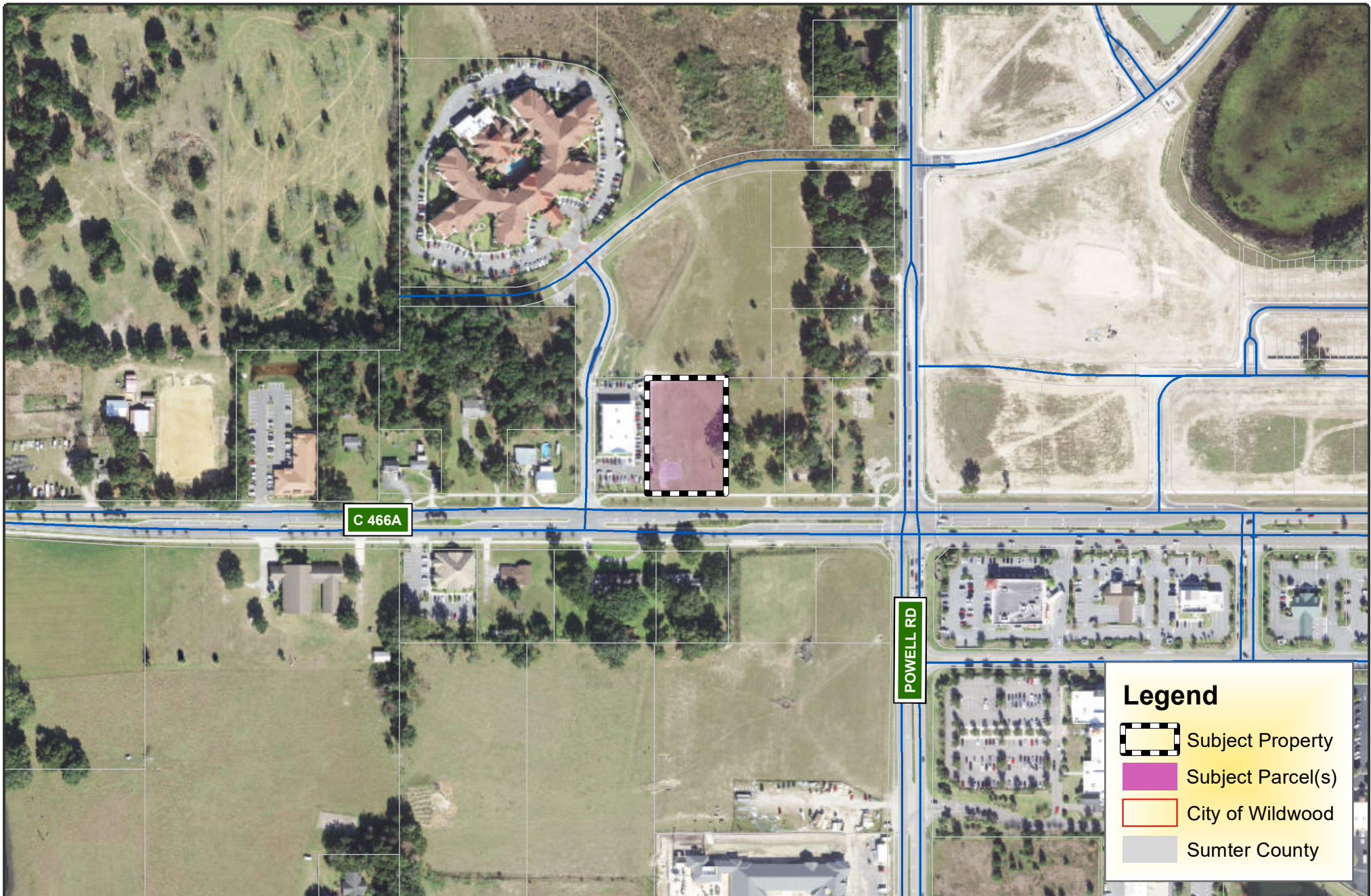
SP 2206-006 meets the criteria set forth in the Turkey Run PD, Land Development Regulations, and Design District Standards.

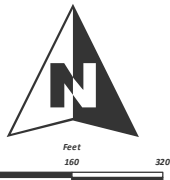


DATED: 05/02/2023

Amanda Bush

Planner, Development Services



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 160 320	SP 2206-006 ARBY'S / MULTI-TENANT DEV @ LOT 5 - TURKEY RUN PUD PARCEL G05V005	MAP 1B LOCATION MAP JUNE 2022
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City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, May 2, 2023, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the construction of a two thousand eight hundred fifty-eight (2,858) sq ft fast-food establishment with a drive-thru and two (2) one thousand six hundred (1,600) sq ft retail shops, on 1 acre, MOL. The subject property is generally located north along C 466A, approximately 0.09 miles west of E C 462.

Case: SP 2206-006 Arby's/Multi-Tenant Development @ Lot 5 - Turkey Run

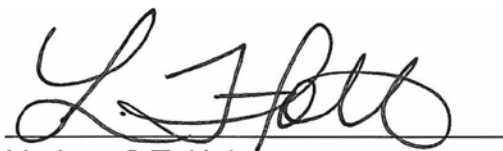
Parcel: G05V005

Owner/Applicant: Turkey Run, LLC

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

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

Dated: May 2, 2023

A handwritten signature in black ink, appearing to read 'L. Holt', written over a horizontal line.

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

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2210-002 Home Depot Wildwood (Wildwood Crossing)

REQUESTED ACTION: Special magistrate recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER	SP 2210-002 Home Depot Wildwood (Wildwood Crossing)
PARCEL NUMBERS	G05-124, G05-156, & portion of G05-140
ACREAGE	19.53 +/-
PROPERTY LOCATION	The property is generally located approximately 0.10 miles west of Powell Rd and approximately 0.06 miles south of C 466A.
OWNER	Acorn Investments, LLC
APPLICANT	Home Depot U.S.A., LLC

Home Depot U.S.A., LLC is seeking approval from the City Commission for the construction of a one hundred six thousand two hundred seventy (106,270) sq ft retail building with a twenty-eight thousand one hundred eighteen (28,118) sq ft garden center.

SP 2210-002 meets the criteria set forth in the Land Development Regulations and Design District Standards.



DATED: 05/02/2023

Amanda Bush

Planner, Development Services



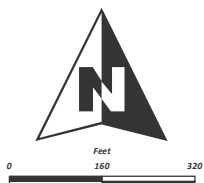
Legend

-  Subject Property
-  City of Wildwood
-  Sumter County



CITY OF WILDWOOD

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



SP 2210-002

HOME DEPOT (WILDWOOD CROSSING)

PARCELS G05-124, G05-156, & PORTION OF G05-140

MAP 1B

LOCATION
MAP

APRIL
2023

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, May 2, 2023, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the construction of a one hundred and six thousand two hundred seventy (106,270) sq ft retail building with a twenty-eight thousand one hundred eighteen (28,118) sq ft garden center, on 19.53 acres, MOL. The subject property is generally located approximately 0.10 miles west of Powell Rd and approximately 0.06 miles south of C 466A.

Case: SP 2210-002 Home Depot Wildwood (Wildwood Crossing)

Parcels: G05-124, G05-156, & portion of parcel G05-140

Owner: Acorn Investments, LLC

Applicant: Home Depot U.S.A., LLC

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

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

Dated: May 2, 2023

A handwritten signature in black ink, appearing to read 'L. C. T. Holt', written over a horizontal line.

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

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2301-002 VOSO Phase 11C Master Plan

REQUESTED ACTION: Special Magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER	SP 2303-002 VOSO Phase 11C Master Plan
PARCEL NUMBERS	K15-006, K16-001, K17-001, K20-001, K20-008 & K21-001
ACREAGE	393.80 +/-
PROPERTY LOCATION	The subject property is generally located south of C470E and approximately 1.5 miles east of SR 471.
OWNER	Buffalo Hide and Cattle Company, LLC
APPLICANT	The Villages Development Company, LLC The Villages Land Company, LLC

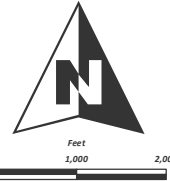
The applicant is seeking approval from the City Commission for a masterplan consisting of 1,300 residential dwelling units, along with some non-residential areas.

SP 2301-002 complies with the criteria in the Land Development Regulations and the Villages of Southern Oaks 163.

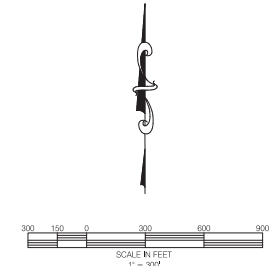
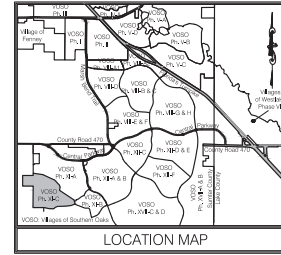
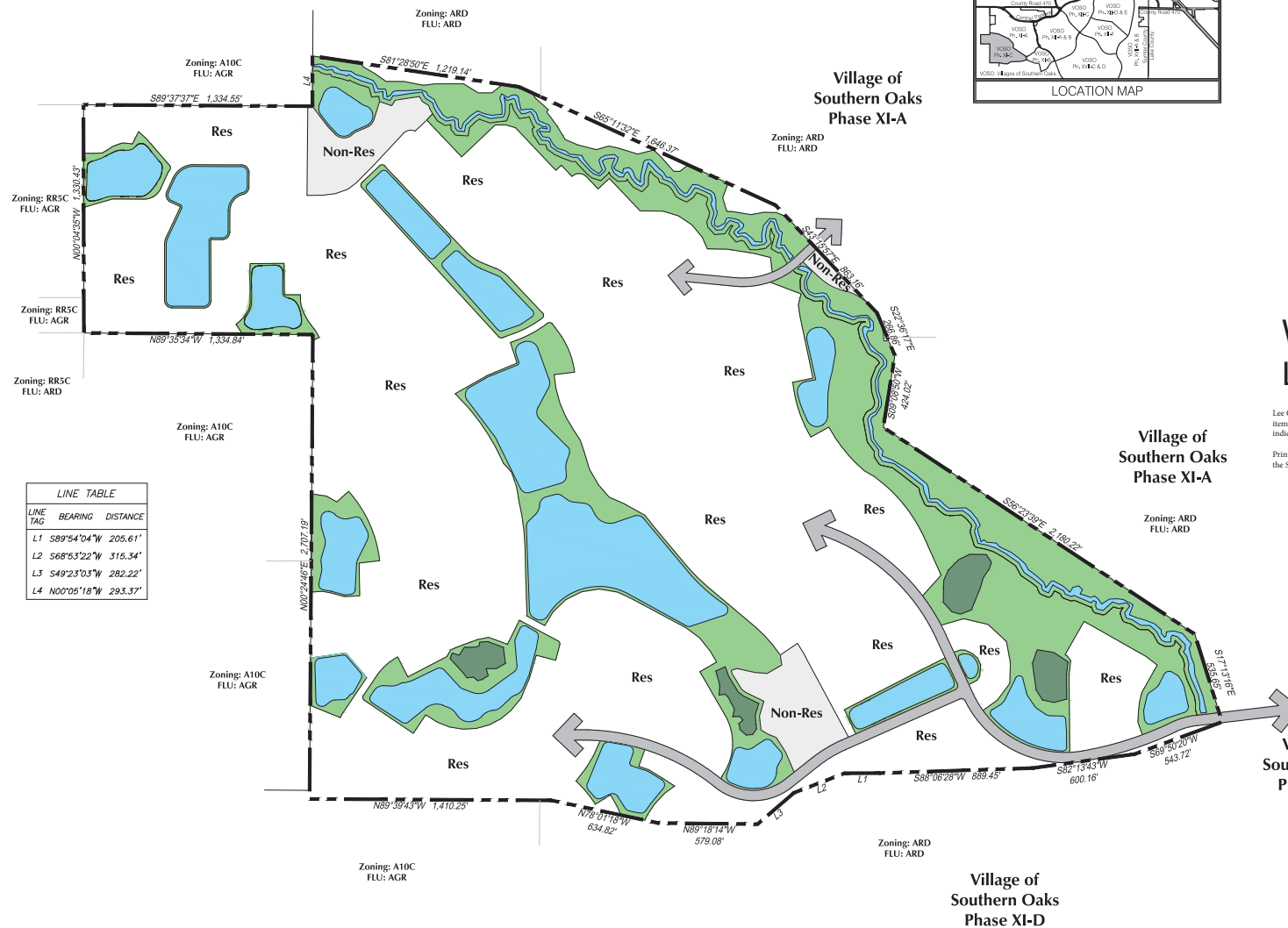
DATED: 05/01/2023


Terri O'Neal
Planning Manager, Development Services



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 1,000 2,000	SP 2301-002 VOSO PHASE 11C MASTER PLAN PARCELS K15-006, K16-001, K17-001, K20-001, K20-008 & K21-001	MAP 1B LOCATION MAP APRIL 2023
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THIS DOCUMENT IS UNOFFICIAL. IT IS NOT A CONTRACT. IT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. IT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. IT IS FOR INFORMATIONAL PURPOSES ONLY.



- Legend**
- Res Residential
 - Non-Res Non-Residential
 - Open Space
 - Drainage Retention Basin
 - Wetland Preserve

Woodrow L. Clymer
Digitally signed by Woodrow L. Clymer
Date: 2023.02.22 14:39:53 -05'00'

Lee Clymer, State of Florida, Professional Engineer, License No. 69780. This item has been electronically signed and sealed by Lee Clymer on the date indicated here using a SHA authentication code.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

Master Plan Data

1. Acreage: 180.80 ±
2. Dwelling Units: 1300 ±
3. Zoning: ARD
4. Parcel ID: K15-006 K16-001 K17-001 K20-001 K23-008 K21-001
5. Owner: Buffalo Hills and Cattle Company, LLC 3619 Kessal Road The Villages, FL 32163
6. Developer: The Villages Development Company, LLC 3619 Kessal Road The Villages, FL 32163
7. Open Space: Reference 163 Agreement
8. Buffers: Reference 163 Agreement
9. Setbacks: Reference 163 Agreement
10. Water and Sewer Supplied by: MUC
11. Irrigation Supplied by: MWCA
12. Electrical Supplied by: SECO
13. Telephone Supplied by: Comcast / Spectrum / Century
14. Gas Supplied by: City of Leesburg

Note: The information shown on this map is for graphic presentation only and is subject to change. This is not a binding development plan.

BY: [Signature]

DATE: 2/2/23

REVISIONS

REVISION COMMENTS

CFB

CLYMER FARMER BAILEY

4400 NE 81ST AVE, WILLOWOOD, FL 34786

WWW.CFBFLA.COM

Phase XI-C

Master Plan

Villages of Southern Oaks

2021-02-23

DRAWN BY: [Signature]

CHECKED BY: [Signature]

PROJECT #

FILE NAME

SHEET NUMBER

1

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, May 2, 2023, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a master plan development on 393.80 acres MOL. The subject property is generally located south of C470E and approximately 1.5 miles east of SR 471.

Case: SP 2301-002 VOSO Phase 11C Master Plan

Parcel: K15-006, K16-001, K17-001, K20-001, K20-008 & K21-001

Owner: Buffalo Hide and Cattle Company, LLC

Applicant: The Villages Development Company, LLC

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

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

Dated: May 2, 2023

A handwritten signature in black ink, appearing to read "L. Holt", written over a horizontal line.

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

EXECUTIVE SUMMARY

SUBJECT: SP 2303-002 VOSO Phase 6B Master Plan

REQUESTED ACTION: Special magistrate recommends approval.

Vendor/Entity:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER SP 2303-002 VOSO Phase 6B Master Plan

PARCEL NUMBERS G23-008 & a portion of G23-008A

ACREAGE 46.88 +/-

PROPERTY LOCATION	The subject property is generally located at the southwest corner of E SR 44 and Morse Blvd.
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OWNER The Villages Land Operating Company, LLC

APPLICANT The Villages Land Company, LLC

The Villages Land Company, LLC is seeking approval from the City Commission for a master plan consisting of non-residential development.

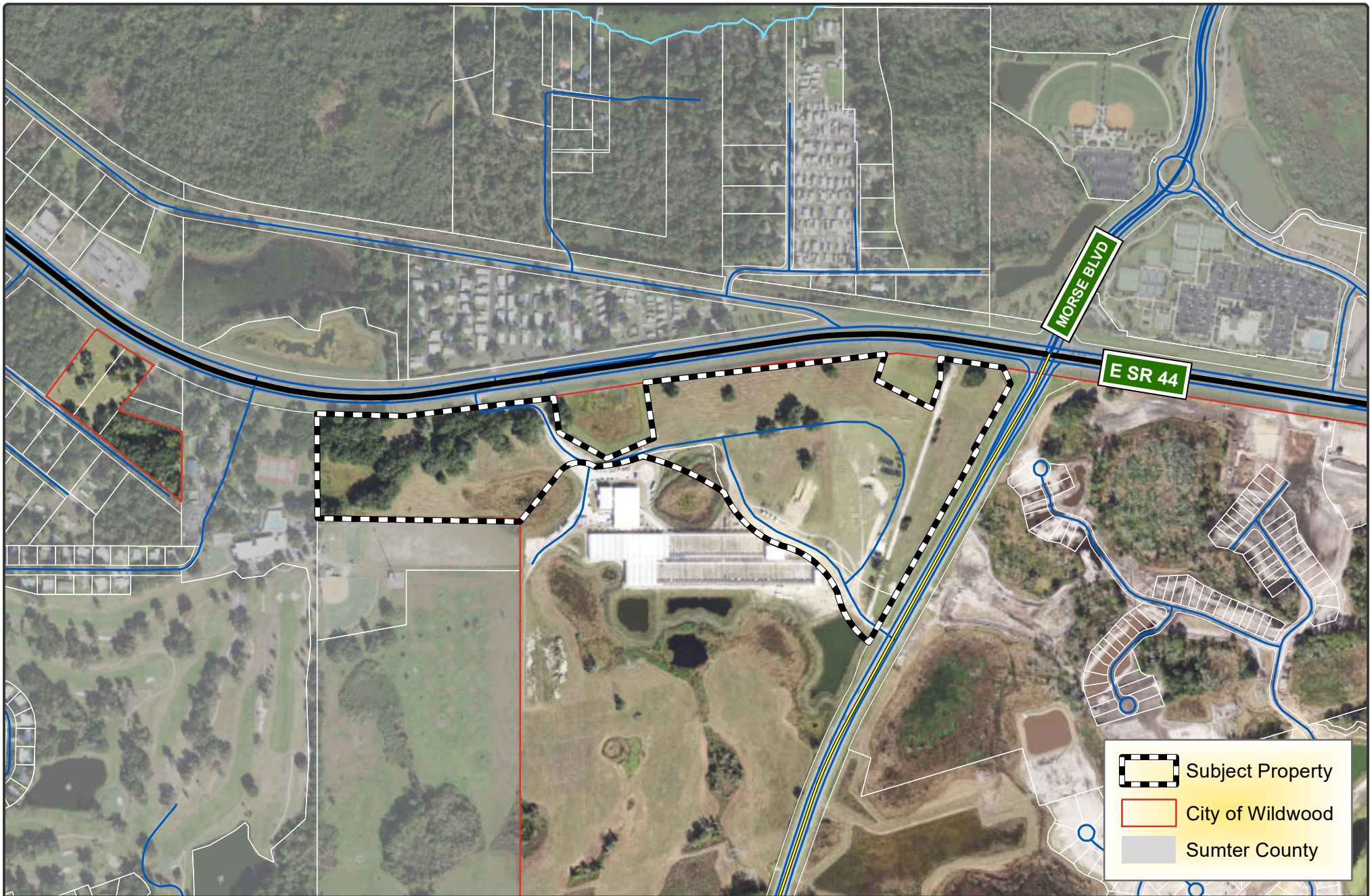
SP 2303-002 meets the criteria set forth in The Villages of Southern Oaks 163 Agreement and the Land Development Regulations.

Frank Buck

DATED: 05/02/2023

Amanda Bush

Planner, Development Services

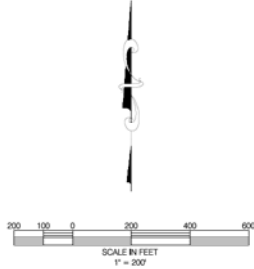




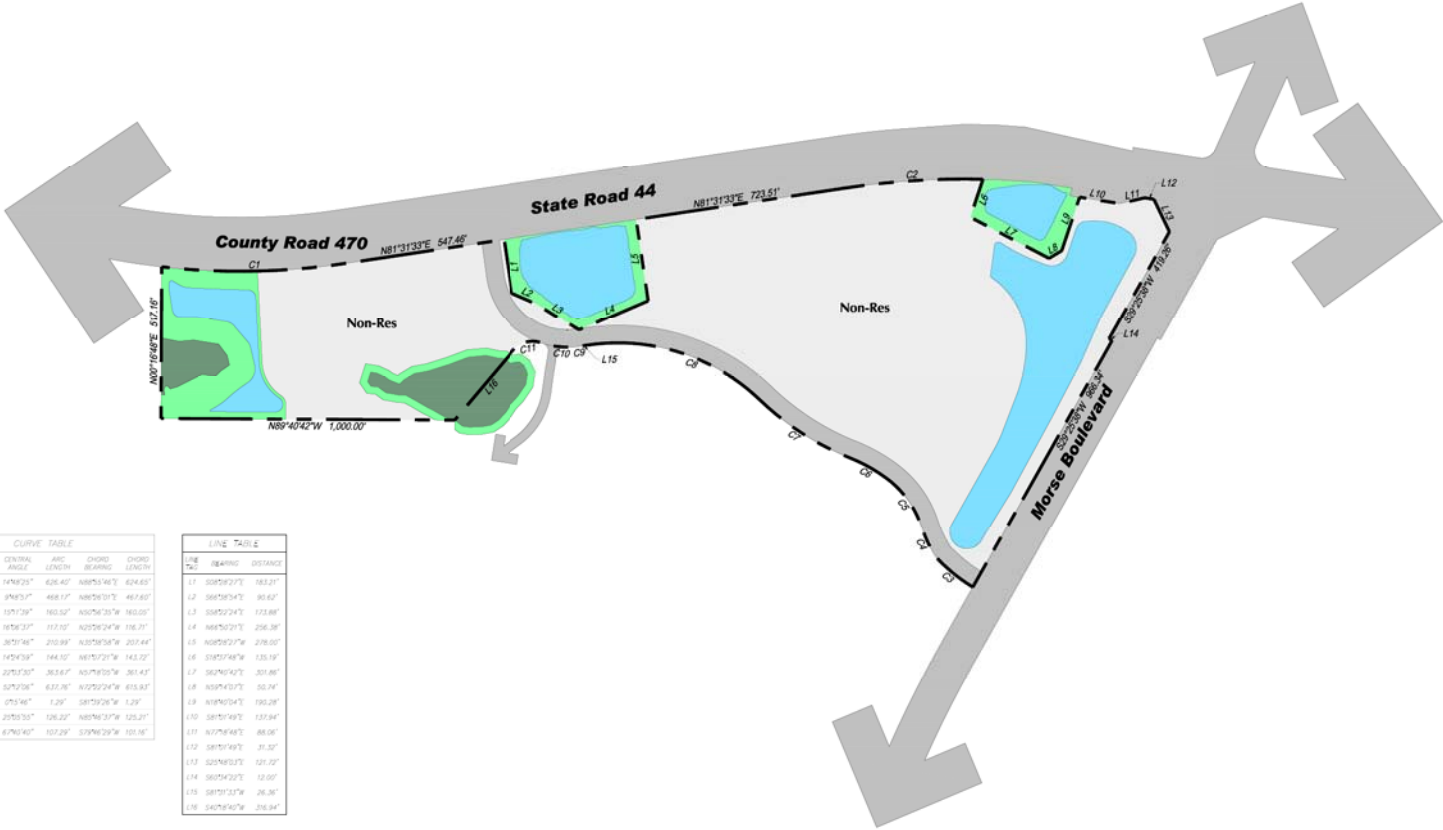
Woodrow L.
Clymer

Digitally signed by
Woodrow L. Clymer
Date: 2023.03.01 17:09:10
-05'00'

Lee Clymer, State of Florida, Professional Engineer, License No. 69780. This item has been electronically signed and sealed by Lee Clymer on the date indicated here using a SHA authentication code.
Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



- Legend**
- Non-Res Non-Residential
 - Open Space
 - Drainage Retention Basin
 - Wetland Preserve



CURVE TABLE				
CURVE NO.	RADIUS	CHORD BEARING	ARC LENGTH	CHORD BEARING
C1	2433.83	174°42'21"	626.40	68°53'40"
C2	2732.78	174°42'21"	688.17	68°53'40"
C3	603.30	107°17'38"	163.50	68°53'40"
C4	416.43	167°58'31"	113.50	68°53'40"
C5	330.83	367°17'48"	210.89	68°53'40"
C6	512.69	145°47'38"	144.10	68°53'40"
C7	844.63	225°12'02"	263.67	68°53'40"
C8	700.00	62°12'06"	623.76	68°53'40"
C9	280.90	07°13'46"	1.28	68°53'40"
C10	288.13	25°53'33"	126.22	68°53'40"
C11	90.83	67°40'40"	107.28	68°53'40"

LINE TABLE	
LINE NO.	BEARING DISTANCE
L1	S02°35'51"W 479.83'
L2	S02°35'51"W 479.83'
L3	S02°35'51"W 479.83'
L4	S02°35'51"W 479.83'
L5	S02°35'51"W 479.83'
L6	S02°35'51"W 479.83'
L7	S02°35'51"W 479.83'
L8	S02°35'51"W 479.83'
L9	S02°35'51"W 479.83'
L10	S02°35'51"W 479.83'
L11	S02°35'51"W 479.83'
L12	S02°35'51"W 479.83'
L13	S02°35'51"W 479.83'
L14	S02°35'51"W 479.83'
L15	S02°35'51"W 479.83'
L16	S02°35'51"W 479.83'

Master Plan Data	
1. Acreage:	46.88 ±
2. Zoning:	ARD
3. Parcel ID:	G23-008 G23-008A
4. Owner:	The Villages Land Operating Company, LLC 3019 Kessell Road The Villages, FL 32163
5. Developer:	The Villages Land Company, LLC 3019 Kessell Road The Villages, FL 32163
6. Open Space:	Reference 163 Agreement
7. Buffers:	Reference 163 Agreement
8. Setbacks:	Reference 163 Agreement
9. Water and Sewer:	Supplied by: SSU
10. Irrigation:	Supplied by: SEWCA
11. Electrical:	Supplied by: Duke
12. Telephone:	Supplied by: Comcast / Spectrum
13. Gas:	Supplied by: TECO

Note: The information shown on this map is for graphic presentation only and is subject to change. This is not a binding development plan.

BY

REVISIONS

DATE

CFB

CLYMER FARMER BARLEY

CLYMER FARMER BARLEY, INC.
4400 NE BRINDLE WOODWAY, SUITE 100
WILLOWDALE, IL 60094
WWW.CFBINC.COM

The Villages

Phase VI-B

Master Plan

SHEET NUMBER

1

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, May 2, 2023, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a master plan consisting of non-residential development, on 46.88 acres, MOL. The subject property is generally located at the southwest corner of E SR 44 and Morse Blvd.

Case: SP 2303-002 VOSO Phase 6B Master Plan

Parcels: G23-008 & a portion of G23-008A

Owner: The Villages Land Operating Company, LLC

Applicant: The Villages Land Company, LLC

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

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

Dated: May 2, 2023

A handwritten signature in black ink, appearing to read 'L. Holt', is written over a horizontal line.

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

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2303-004 VOSO Phase 31A & 31B Master Plan

REQUESTED ACTION: Special magistrate recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

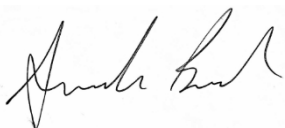
BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER	SP 2303-004 VOSO Phase 31A & 31B Masterplan
PARCEL NUMBER	K13-001, K13-002, K13-004, K13-005, K13-007, K13-010, K13-013, K13-031, K13-041, & K24-001
ACREAGE	717.45 +/-
PROPERTY LOCATION	The subject property is generally located approximately 0.25 miles south of E C 470 and approximately 1.29 miles west of Florida's Turnpike.
OWNER/APPLICANT	The Villages Development Company, LLC

The Villages Development Company, LLC is seeking approval from the City Commission for a masterplan, not to exceed one thousand eight hundred (1,800) dwelling units, along with non-residential areas.

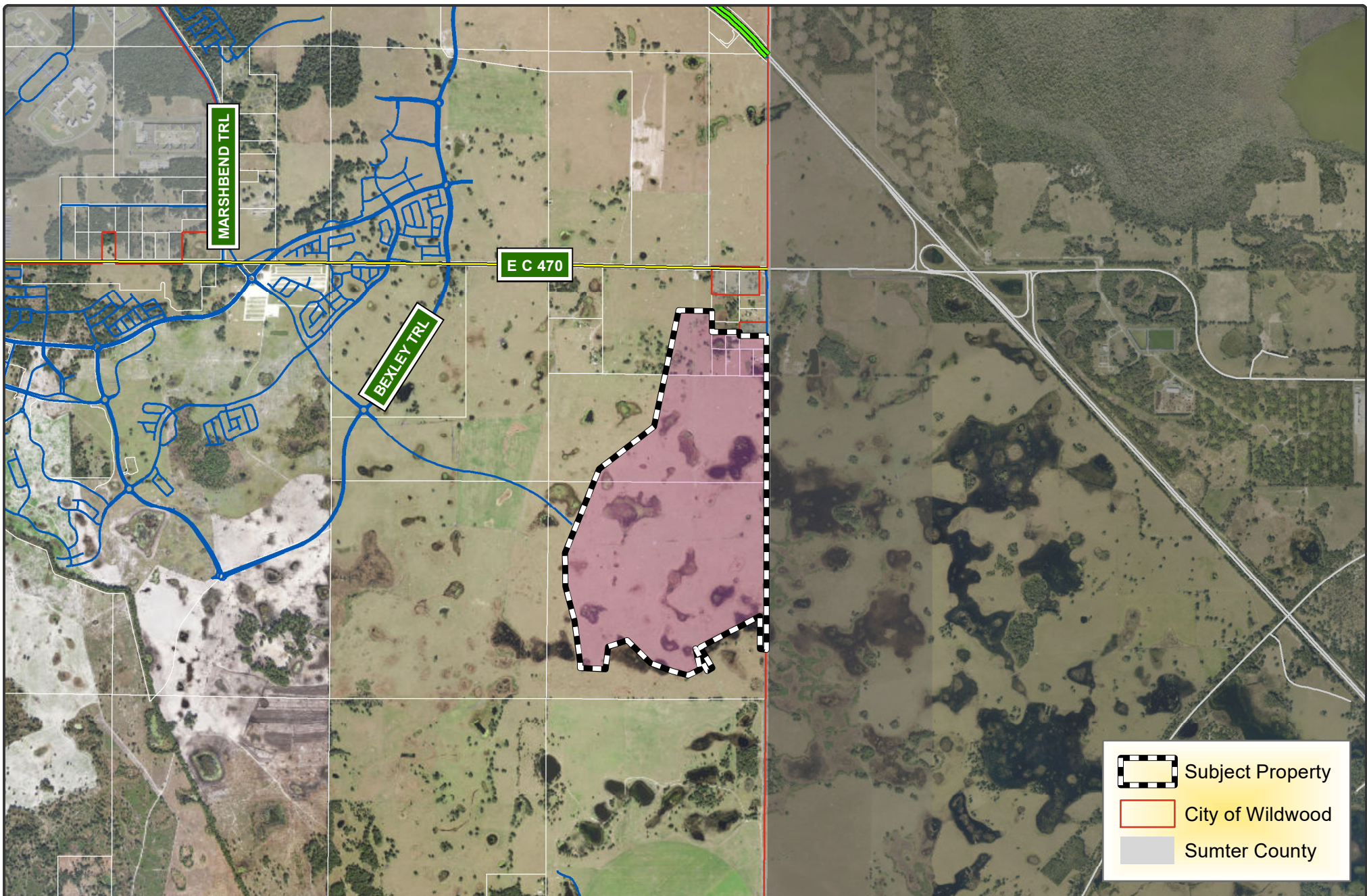
SP 2303-004 meets the criteria set forth in The Villages of Southern Oaks 163 Agreement and the Land Development Regulations.

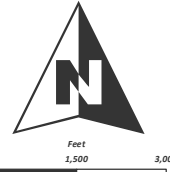


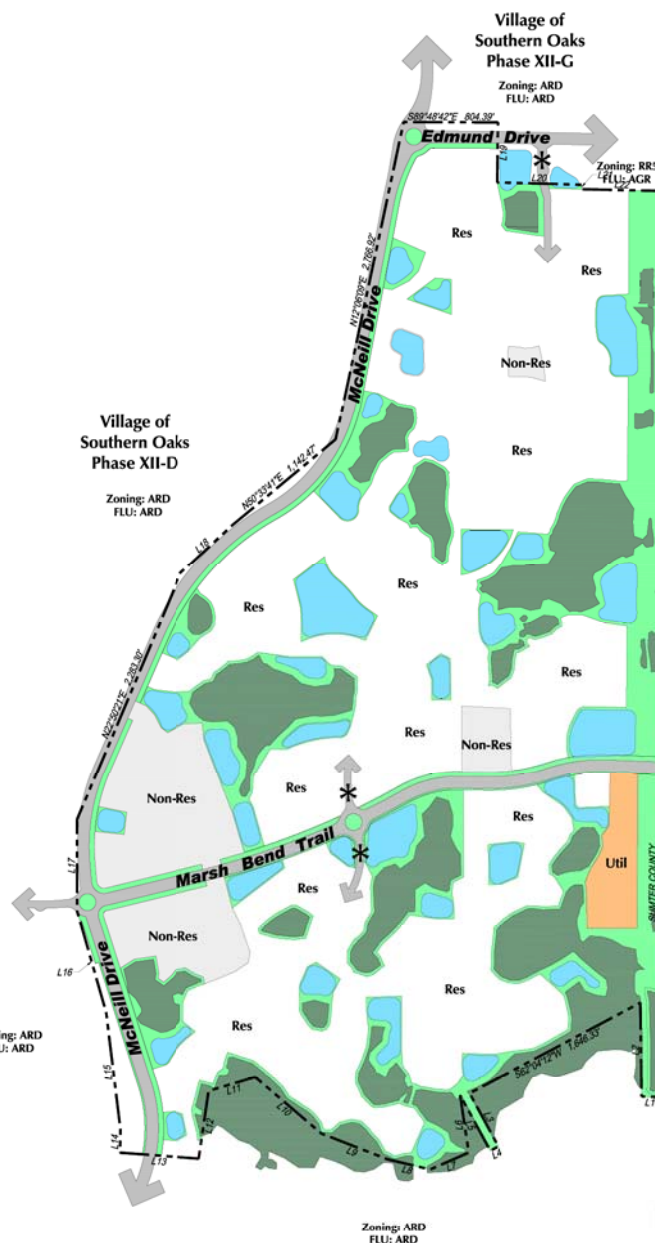
DATED: 05/02/2023

Amanda Bush

Planner, Development Services



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 1,500 3,000	SP 2303-004 VOSO PHASE 31A & 31B MASTER PLAN PARCELS K13-001, K13-002, K13-004, K13-005, K13-007, K13-010, K13-013, K13-031, K13-041, K24-001	MAP 1B LOCATION MAP APRIL 2023
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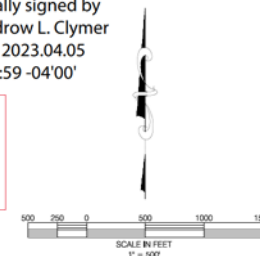
LINE TABLE		
LINE	BEARING	DISTANCE
1	N 88°25'00"E	143.88
2	N 02°00'30"E	79.88
3	S 88°58'00"E	93.24
4	S 81°30'00"E	77.40
5	N 68°17'00"E	57.20
6	S 58°50'00"E	492.16
7	S 66°54'00"E	358.21
8	N 6°15'00"E	372.76
9	N 68°47'00"E	607.81
10	N 49°43'00"E	739.58
11	S 73°00'00"E	413.87
12	S 58°74'00"E	581.63
13	N 85°45'47"E	679.80
14	N 00°52'31"E	192.87
15	N 06°17'30"E	1008.90
16	N 61°07'00"E	896.52
17	N 00°52'31"E	778.46
18	N 47°43'00"E	602.38
19	S 50°50'00"E	510.08
20	S 88°74'41"E	720.43
21	S 50°58'37"E	38.45
22	S 88°58'19"E	693.18

Woodrow
L. Clymer

Digitally signed by
Woodrow L. Clymer
Date: 2023.04.05
04:52:59 -04'00'

Lee Clymer, State of Florida, Professional Engineer, License No. 69780. This item has been electronically signed and sealed by **Lee Clymer** on the date indicated here using a SHA authentication code.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



Legend

- Tunnel
 Entry Feature & Gate
 Residential
 Non-Residential
 Open Space
 Util
 Drainage Retention Basin
 Wetland Preserve

DATE	REVISIONS	BY
3/30/23	REMOVED PER OTHER COMMENTS	NAME

CFB | CLYMER FARNER BARLEY INC.
4400 NE 83RD AVE., SUITE 100, FT. LAUDERDALE, FL 33322
(352) 744-1156
WWW.CFBFARM.COM | #1709

The Villages
a senior living community

Oaks
Phase XXI-A & B
Master Plan

SAVE DATE	3/27/2023
DRAWN BY	KMK
CHECKED BY	KMK
PROJECT #	E16063.003
FILE NAME	SHEDDED PLAN Sheet: 003 of 03

SHEET NUMBER 1

Master Plan Data

1. Access: 717-45 a.
2. **Dwelling Units:** Not to Exceed 1,800
3. **Zoning:** AFD
4. **Parcel ID:** K13-0101 K13-0002
K13-0004 K13-0008
K13-0007 K13-0101
K13-0103 K13-0101
K13-0041 K24-0001
5. **Owner:** The Villages Development Company, LLC
3019 Kissel Road
The Villages, FL 32163
6. **Developer:** The Villages Development Company, LLC
3019 Kissel Road
The Villages, FL 32163
7. **Open Space:** Reference 163 Agreement
8. **Buffers:** Reference 163 Agreement
9. **Setbacks:** Reference 163 Agreement
10. **Water and Sewer Supplied by:** GPU
11. **Irrigation Supplied by:** GPU/VCA
12. **Electrical Supplied by:** SECCO
13. **Telephone Supplied by:** Comcast / Spectrum
14. **Gas Supplied by:** City of Leesburg

Note: The information shown on this map is for graphic presentation only and is subject to change. This is not a binding development plan.

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, May 2, 2023, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a master plan, not to exceed one thousand eight hundred (1,800) dwelling units, along with non-residential areas, on 717.45 acres, MOL. The subject property is generally located approximately 0.25 miles south of E C 470 and approximately 1.29 miles west of the Florida's Turnpike.

Case: SP 2303-004 VOSO Phase 31A & 31B Master Plan

Parcels: K13-001, K13-002, K13-004, K13-005, K13-007, K13-010, K13-013
K13-031, K13-041, & K24-001

Owner/Applicant: The Villages Development Company, LLC

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

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

Dated: May 2, 2023

A handwritten signature in black ink, appearing to read 'L. Holt', is written over a horizontal line.

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

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2211-006 Townhomes at Powell

REQUESTED ACTION: Special magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

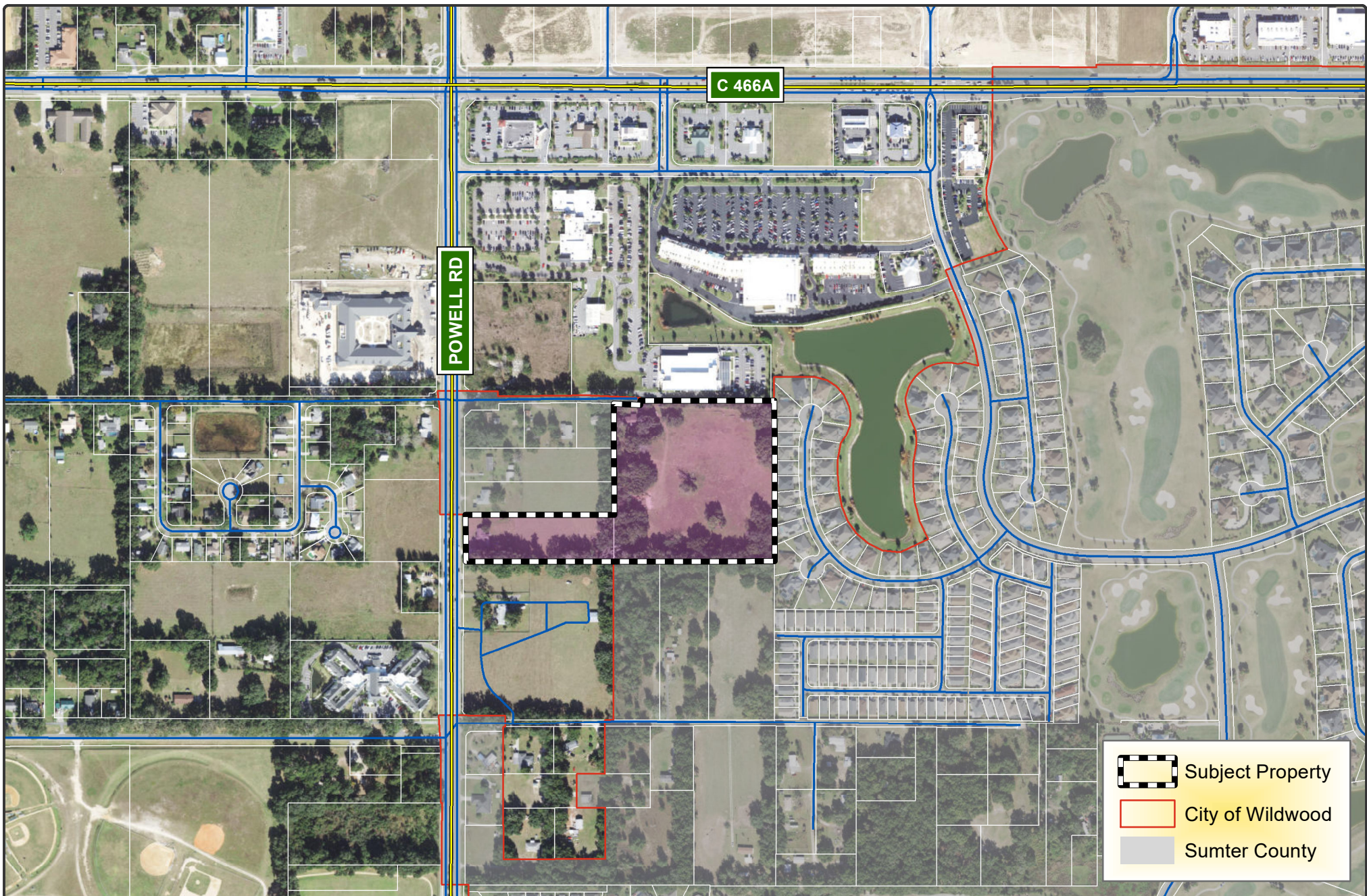
Case No: SP 2211-006 Townhomes at Powell
Parcel Number(s): G04-018 & G04-009
Acreage: 12.74 +/-
Property Location: The subject property is generally located 0.12 miles east of the intersection of Powell Rd and CR 142.
Owner/Applicant: MAS Development

The applicant seeks approval from the City Commission for 132 residential units (6 double-story apartment buildings and 6 two-story townhome blocks), a dog park, a playground, a pickleball court, and a clubhouse with associated parking and drive aisles.

SP 2211-006 meets the criteria set forth in the Land Development Regulations and Design District Standards.

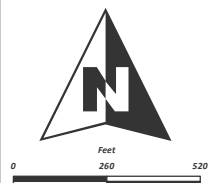
DATED: 05/03/2023


Shaun Raja
Planner I, Development Services



**CITY OF
WILDWOOD**

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



SP 2211-006

TOWNHOMES AT POWELL

PARCELS G04-009 & G04-018

MAP 1B

**LOCATION
MAP**

**APRIL
2023**

SITE PLAN FOR:

TOWNHOMES @ POWELL

POWELL ROAD

WILDWOOD, FLORIDA

UTILITY COMPANIES:

POWER SERVICE: SUMTER ELECTRIC COOPERATIVE
P.O. BOX 301
SUMTERVILLE, FLORIDA 33585
PHONE: (352) 793-3801

SOLID WASTE SERVICES: WASTE MANAGEMENT
8708 NE 44TH DRIVE
WILDWOOD, FLORIDA 34785
PHONE: (800) 223-4525
FAX: (866) 442-0633

SANITARY SEWER: CITY OF WILDWOOD
MARK O'DELL
UTILITY DIRECTOR
100 N. MAIN ST.
WILDWOOD, FLORIDA 34785
PHONE: (352) 330-1346
FAX: (352) 330-1350

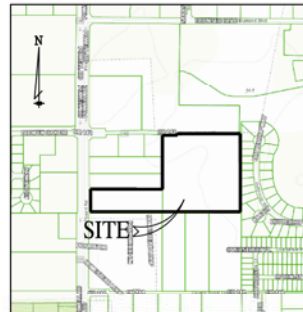
WATER DIST.: CITY OF WILDWOOD
MARK O'DELL
UTILITY DIRECTOR
100 N. MAIN ST.
WILDWOOD, FLORIDA 34785
PHONE: (352) 330-1346
FAX: (352) 330-1350

TELEPHONE: BRIGHT HOUSE NETWORKS
730 S. MAIN ST.
WILDWOOD, FLORIDA 34785
PHONE: (352) 330-2897

CABLE: COMCAST
730 S. MAIN ST.
WILDWOOD, FLORIDA 34785
PHONE: (352) 751-1901



AERIAL MAP
SCALE: 1" = 50'



LOCATION MAP
SCALE: 1" = 500'

TAX PARCEL ID#:

G04-018
G04-009

SOILS TYPE:

#4 CANDLER HYDROLOGIC GROUP A
#11 MILLHOPPER HYDROLOGIC GROUP A

FLOOD ZONE:

THE PROPERTY IS SITUATED IN FLOOD ZONE "X" WHICH IS
NOT LOCATED IN THE 500 YEAR FLOOD PLAIN PER FIRM
PANEL NUMBER 12119C0132 D, DATED SEPTEMBER 27, 2013.

WETLAND:

THERE ARE NO JURISDICTIONAL WETLANDS ON SITE.

PREPARED FOR:

MAS DEVELOPMENT

PROJECT DIRECTORY:

OWNER: T.H. AT POWELL, LLC
701 N. FEDERAL HIGHWAY, BLDG. 1, STE. 2018
HALLANDALE, FL 33009
SAMY COHEN, PRINCIPAL
PHONE: (305) 803-5564
EMAIL: samy@asdevgroup.com

APPLICANT: MAS DEVELOPMENT
3323 NE 163RD STREET, PH-TOY
NORTH MIAMI BEACH, FL 33160
ALAN BENENSON
PHONE: (786) 741-7542
EMAIL: alan@masdevelopment.com

ARCHITECT: ELEVEN 18 ARCHITECTURE
1011 E. COLONIAL #307
ORLANDO, FLORIDA 32803
MARK SELLERS
PHONE: (407) 745-5300
EMAIL: msellers@eleven18architecture.com

ENGINEER: AMERICAN CIVIL ENGINEERING CO.
207 N. MOSS ROAD, SUITE 211
WINTER SPRINGS, FLORIDA 32708
THOMAS H. SKELTON, PE #42752
PHONE: (407) 327-7700
FAX: (407) 327-0227
EMAIL: tomskelton@bellsouth.net

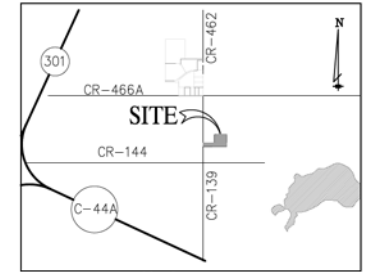
SURVEYOR: ALLEN & COMPANY
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
JAMES L. RECKMAN, P.S.M. #5653
PHONE: (407) 774-9383
EMAIL: www.allen-company.com

GEOTECH: YOYASHI ENGINEERING SERVICES, LLC
953 SUNSHINE LANE
ALTA MONTE SPRINGS, FLORIDA 32714
DOUGLAS J. YOYASHI, PE
PHONE: (407) 774-9383
EMAIL: www.yoyashi.com

LANDSCAPE ARCHITECT: EDK ENVIRONMENTAL DESIGN
1920 SE 8TH STREET
OCALA, FLORIDA 34478
ANDY KESSELRING, PLA, ASLA, ISA
PHONE: (352) 622-6869
EMAIL: akesseler@edk.com



Digitally signed
by Thomas H
Skelton
Date:
2023.04.10
11:26:41 -04'00'



VICINITY MAP
SCALE: 1" = 200'

SEC. 04 TWP. 19 S RGE. 23 E

PERMIT STATUS	DATE ISSUED	DATE EXPIRES
CITY OF WILDWOOD SITE PLAN		
SWFWMD PERMIT		
NPDES NOI		
FDEP - WASTEWATER		
FDEP - DRINKING WATER		
SUMTER COUNTY DRIVEWAY		

INDEX OF SHEETS

SHEET	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	EXISTING CONDITIONS
4	STORMWATER POLLUTION PREVENTION PLAN
5	DEMOLITION PLAN
6	SITE PLAN
7	PAVING, GRADING & DRAINAGE PLAN
8	UTILITY PLAN
8A	PLAN & PROFILE
8B	PLAN & PROFILE
8C	PLAN & PROFILE
9	POWELL RD. (CR 139) & CR 142 IMPROVEMENTS
10	PAVING, GRADING & DRAINAGE DETAILS
11	PAVING, GRADING & DRAINAGE DETAILS
12-13	SANITARY SEWER STANDARD DETAILS
14-16	WATER DISTRIBUTION STANDARD DETAILS
17	LIFT STATION DETAILS
L001 - L009	LANDSCAPE & IRRIGATION PLANS & DETAILS
ES-1.1	PHOTOMETRIC & SITE LIGHTING PLAN
ES-1.2	PHOTOMETRIC & SITE LIGHTING PLAN

03/22/2023	REVISED PER CITY OF WILDWOOD	MDS THIS
03/01/2023	REVISED PER CITY OF WILDWOOD	MDS THIS
01/30/2023	REVISED PER CITY OF WILDWOOD	MDS THIS

PREPARED: NOVEMBER 14, 2022



AMERICAN CIVIL
ENGINEERING CO.

207 N. MOSS ROAD, SUITE 211 WINTER SPRINGS, FLORIDA 32708
PHONE: (407) 327-7700 FAX: (407) 327-0227
CERTIFICATE OF AUTHORIZATION NO.: 00009729

THOMAS H. SKELTON, PE
REGISTRATION NO. 42752

BUILDING SETBACKS	
LOCATION	REQUIRED
PERIMETER	25 FEET

LANDSCAPE BUFFERS	
LOCATION	REQUIRED
PERIMETER	25 FEET

OWNERSHIP STATEMENT:

1. SHARED ACCESS ROAD AND SHARED RETENTION AREA WILL BE OWNED BY SELF STORAGE PARCEL AND MAINTAINED BY BOTH PROPERTY OWNERS AS ESTABLISHED IN THE EASEMENT AGREEMENT.
2. PARKING AND DRIVES WITHIN THE TOWNHOME GATES WILL BE OWNED AND MAINTAINED BY THE TOWNHOME PARCEL.
3. THE LIGHTS WITH THE STORAGE PARCEL WILL BE OWNED AND MAINTAINED BY THE STORAGE PROPERTY OWNER.
4. THE LIGHTS WITHIN THE TOWNHOME GATES WILL BE OWNED AND MAINTAINED BY THE TOWNHOME PROPERTY OWNER.
5. LANDSCAPING AND IRRIGATION ON EACH PARCEL WILL BE OWNED AND MAINTAINED BY THAT PROPERTY OWNER.
6. LIFT STATION TO BE PRIVATELY OWNED AND MAINTAINED.
7. ON-SITE SANITARY SEWER SYSTEM WILL BE PRIVATELY OWNED AND MAINTAINED.
8. THE ON-SITE WATER SYSTEM WILL BE PRIVATELY OWNED AND MAINTAINED.

DEVELOPMENT NOTES:

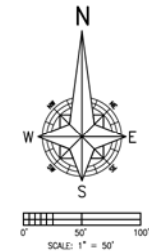
1. SEE SHEET 2 FOR PAVEMENT SPECIFICATIONS.
2. ALL CURB RADA ARE 3 FEET UNLESS OTHERWISE STATED.
3. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
4. ALL PARKING SPACE PAVEMENT MARKINGS TO BE 6" WIDE PER FLOR 6.60(2).
5. ALL TRAFFIC CONTROL SIGNALS OR DEVICES WILL COMPLY WITH FLORIDA STATE STATUTES REGARDING THE INSTALLATION.
6. ALL TRAFFIC CONTROL SIGNALS OR DEVICES MUST CONFORM TO THE MANUAL AND SPECIFICATIONS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, TO INCLUDE BUT NOT LIMITED TO SIGNS SIZE AND HEIGHT.

STRIPING & SIGNAGE LEGEND

- ① SW CURB RAMP
- ② HANDICAP PARKING SIGN
- ③ ADA DETECTABLE WARNING MATS
- ④ 6" x 18" HEADER CURB
- ⑤ STACK BLOCK RETAINING WALL
- ⑥ CONCRETE SIDEWALK
- ⑦ TRASH DUMPSTER ENCLOSURE
- ⑧ 24" STOP BAR
- ⑨ NO PARKING, FIRE LANE SIGN
- ⑩ 3' x 30" FIRE LANE STRIPING
- ⑪ CROSSWALK
- ⑫ DIRECTIONAL TRAFFIC ARROWS

LEGEND

- PROPOSED BUILDING
- PROPOSED PAVEMENT
- PROPOSED CONCRETE

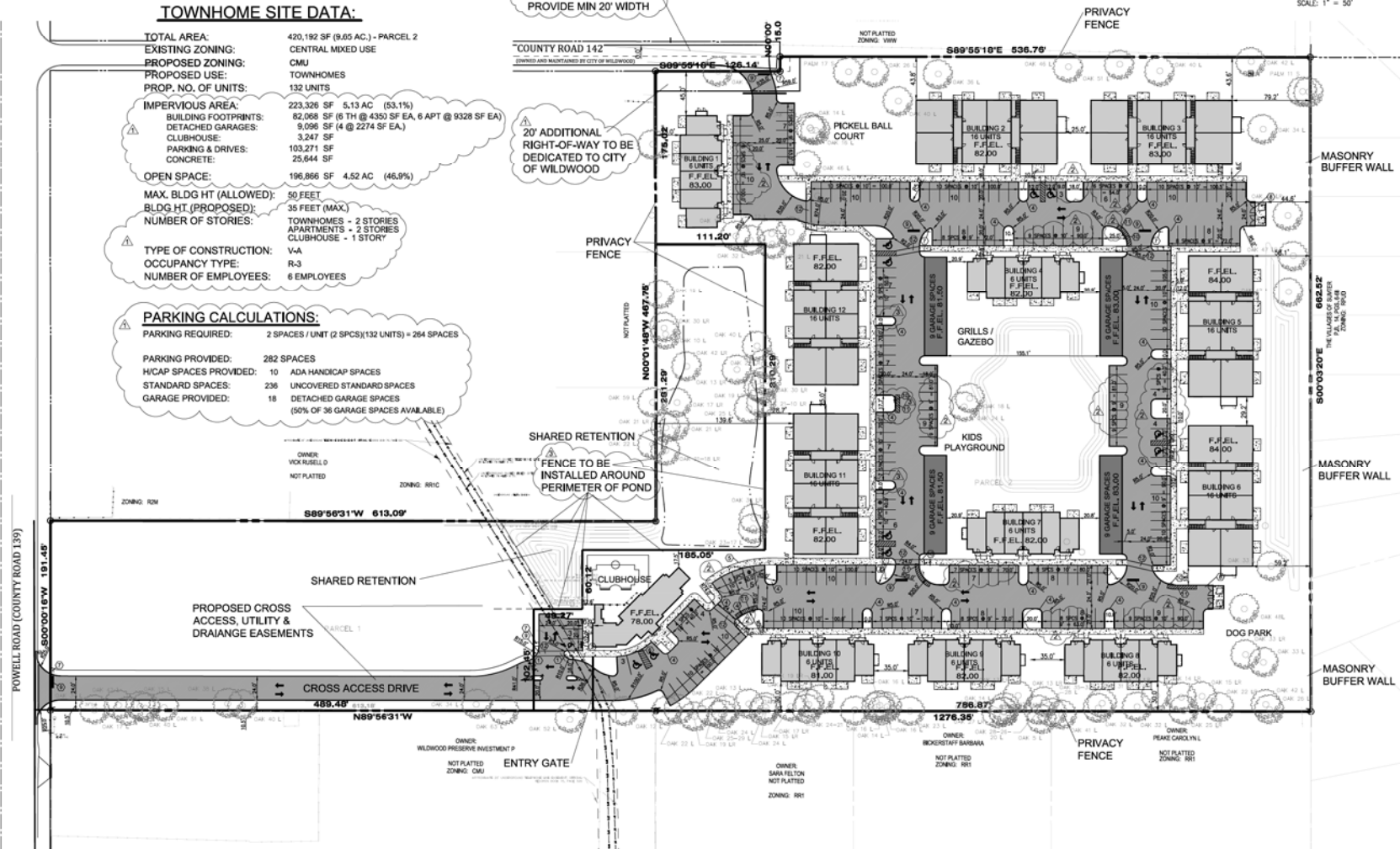


TOWNHOME SITE DATA:

TOTAL AREA: 420,192 SF (9.05 AC.) - PARCEL 2
EXISTING ZONING: CENTRAL MIXED USE
PROPOSED ZONING: CMU
PROPOSED USE: TOWNHOMES
PROP. NO. OF UNITS: 132 UNITS
IMPERVIOUS AREA: 223,326 SF 5.13 AC (53.1%)
BUILDING FOOTPRINTS: 82,068 SF (6 TH @ 4350 SF EA, 6 APT @ 9328 SF EA)
DETACHED GARAGES: 9,096 SF (4 @ 2274 SF EA)
CLUBHOUSE: 3,247 SF
PARKING & DRIVES: 103,271 SF
CONCRETE: 25,644 SF
OPEN SPACE: 196,866 SF 4.52 AC (46.9%)
MAX. BLDG HT (ALLOWED): 50 FEET
BLDG HT (PROPOSED): 35 FEET (MAX)
NUMBER OF STORIES: TOWNHOMES - 2 STORIES
 APARTMENTS - 2 STORIES
 CLUBHOUSE - 1 STORY
TYPE OF CONSTRUCTION: V-A
OCCUPANCY TYPE: R-3
NUMBER OF EMPLOYEES: 6 EMPLOYEES

PARKING CALCULATIONS:

PARKING REQUIRED: 2 SPACES / UNIT (2 SPCS/132 UNITS) = 264 SPACES
PARKING PROVIDED: 282 SPACES
H/CAP SPACES PROVIDED: 10 ADA HANDICAP SPACES
STANDARD SPACES: 236 UNCOVERED STANDARD SPACES
GARAGE PROVIDED: 18 DETACHED GARAGE SPACES (50% OF 36 GARAGE SPACES AVAILABLE)



AMERICAN CIVIL
ENGINEERING CO.

SITE PLAN
**TOWNHOMES
@ POWELL**
WILMWOOD, FLORIDA

THOMAS H. SKELTON, PE
REGISTRATION NO. 40270

DATE: 11/17/2023
 SCALE: 1" = 50'
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 DATE: 11/17/2023
 SCALE: 1" = 50'
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]
 DRAWN BY: [Signature]

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, May 2, 2023, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the construction of one hundred thirty-two (132) residential units consisting of six (6) two-story apartment buildings and six (6) two-story townhome blocks, a dog park, playground, pickleball court, and a clubhouse on 12.74 acres, MOL. The subject property is generally located 0.12 miles east of the intersection of Powell Rd and CR 142.

Case: SP 2211-006 Townhomes at Powell

Parcels: G04-018 & G04-009

Owner: T.H. at Powell, LLC

Applicant: Alan Benenson – MAS Development

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

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

Dated: May 2, 2023



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

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, May 2, 2023, by the Special Magistrate. The applicant seeks approval from the City of Wildwood Planning and Zoning Board/Special Magistrate for a variance request regarding the depth of the proposed dry retention pond, due to site constraints. The subject property is generally located 0.12 miles east of the intersection of Powell Rd and CR 142.

Case: V 2303-001 Self Storage and Townhomes at Powell Road

Parcel: G04-018 & G04-009

Owner: T.H. at Powell, LLC & Storage at Powell, LLC

Applicant: MAS Development

Under Land Development Regulation (LDR) § 1.7(B)(3) and § 3.12(B)(3), the Planning and Zoning Board/Special Magistrate has a duty to make the final determination on all proposed special exceptions.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 3.12(A)(1), the Special Magistrate approves the variance.

Dated: May 2, 2023

A handwritten signature in black ink, appearing to read 'L. C. T. Holt', written over a horizontal line.

Lindsay C. T. Holt
Special Magistrate City of Wildwood

From: [Melanie Peavy](#)
To: [Shaun Raja](#)
Cc: [Linda Piotrowicz](#); [Jason McHugh](#)
Subject: FW: Inquiry from Bob & Jackie Schorman, 757-777-7404
Date: Monday, April 17, 2023 10:45:54 AM
Attachments: [image001.png](#)
[image002.png](#)

Shaun,

Please add to the other public comments received on the Town Homes at Powell project.

Thank you.



Melanie Peavy, CPM, AICP

Development Services Director

Ph: 352-330-1334

Fax: 352-330-1339

www.wildwood-fl.gov

From: Linda Piotrowicz <lp Piotrowicz@wildwood-fl.gov>
Sent: Monday, April 17, 2023 6:31 AM
To: Melanie Peavy <mpeavy@wildwood-fl.gov>
Cc: Jason McHugh <jmchugh@wildwood-fl.gov>
Subject: Inquiry from Bob & Jackie Schorman, 757-777-7404

Good morning, Melanie,

The city received the following inquiry via social media messaging.
Would you or someone on your staff please reach out to Ms. Schorman?

Thank you,
Linda

Fri 4:54 PM



In reference to the development behind Buttercup Way and Idle Court in The Villages, please take a look at the beautiful old Oak Tree classified on the site plan as #43. The original plans kept this beautiful tree for all to enjoy. Their new plans marked it with a X. This was completely misleading. We asked for trees and no courts which they appeared to accommodate until we get closer to approval and it is changing. Go look and do the right thing for all residents. Thank you, Bob & Jackie Schorman, 2988 Buttercup Way, The Villages, FL 757-777-7404



Linda Piotrowicz

Public Engagement Specialist

City of Wildwood

100 N Main Street

Wildwood FL 34785

Ph: 352-330-1330, ext. 110

www.wildwood-fl.gov

From: [George Eggers](#)
To: [Shaun Raja](#)
Subject: Townhomes at Powell Comments
Date: Monday, April 10, 2023 12:31:21 PM

CAUTION: This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.

Re: Townhomes at Powell project (SP2211-006)

Dear Sean Raja

I appreciated the time you spent on the phone today to go over the Powell Townhouse project, which is behind the homes along Buttercup Way in The Villages. I look forward to receiving the latest site plan you mentioned in our conversation and would appreciate being notified of any future updates as they come available.

As mentioned, in the last site plan I noticed pickleball courts were added to the development. The subject of "COURTS" was brought up a year ago and we were told there wouldn't be any. The residents of Buttercup Way and Idle Ct are aware of the constant noise pickleball courts can produce and feel this will create a long-term nuisance to our community. We ask that they be removed from the plans.

Thank You
George and Lori Eggers
2968 Buttercup Way
The Villages, FL 32163
geggers@kenkap.com
Cell: 973-652-7195

From: [Janet Moe](#)
To: [Heidi Naidamast](#)
Cc: [Thomas Skelton](#); [Shaun Raja](#)
Subject: Re: Pickleball Courts
Date: Monday, April 10, 2023 12:00:17 PM

*****CAUTION:** This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.***

Pickleball courts should not be allowed behind Idle Court in Wildwood. Noise levels so close to a peaceful residential area disturbs more people than it serves. We already have the maddening sound from Eisenhower Recreation Center's pickleball courts, which is further away but audible at a level to disturb.

Heidi Naidamast
Todd Zelnick
3039 Buttercup Way
The Villages, FL 32163

Sent from my iPhone

April 10, 2023

RE: Inclusion of Pickleball Court/s, Site Plan TOWNHOMES @ POWELL
TO: Sean Raja, sraja@wildwood-FL.gov
Cc: Tom Skelton, tmskelton468@gmail.com
FROM: Judy (Dave) Quattrone, 2958 Buttercup Way, judes2040@gmail.com
Janice Winchester, 2952 Buttercup Way, mamadukes3@aol.com

As property owners whose homes abut the TOWNHOMES @ POWELL, we strongly request the pickleball court/s included in the latest Site Plan be removed from the Plan. Our properties are directly east of the proposed court/s and the noise factor will be a detriment to our present living conditions. There will be enough disturbance with traffic sounds, lights and human presence without the sound of pickleballs being battered on a regular basis. Please. Remove this addition from your plan.

From: [Larry Ostrowski](#)
To: [Shaun Raja](#)
Subject: Fwd: Re: April 11th Meeting - Project behind Buttercup and Idle
Date: Monday, April 10, 2023 4:40:35 PM

CAUTION: This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.

----- Original Message -----

From: Larry Ostrowski <lostrow218@comcast.net>
To: Thomas Skelton <tomskelton468@gmail.com>
Date: 04/10/2023 10:33 PM
Subject: Re: April 11th Meeting - Project behind Buttercup and Idle

Not pickle ball courts but "courts" There are many pickleball courts in the villages, all associated with rec centers.

Friends live cross a street from rec center and the LOUD noise of the pickle ball games makes it unbearable to sit outside --ball hitting the court / spectators screaming. I do not want to be placed inside my home with that terrible noise at all hours of the day and evening.

If you do not feel it is not a loud game, sit outside a rec center in the villages near a pickleball court and see how long you last. What hours??? Morning -- some of us sleep late. Mid day -- some of us work from home - that won't work. Dinner time -- really.

Carole Ostrowski

On 04/10/2023 8:50 PM Thomas Skelton
<tomskelton468@gmail.com> wrote:

Carole,

I just listened to the recorded meeting that we had with the homeowners. There was no mention of no "Pickleball Courts". When was this promised and exactly what was said? Was it at a different meeting or correspondence? Also, Pickleball is not that loud of a game. Is it getting confused with Racquetball or Tennis?

Note however, the developers are willing to restrict the hours of use of the court. They are willing to discuss this with your homeowners.

Thomas H. Skelton, PE
American Civil Engineering Company
207 N. Moss Road, Suite 211
Winter Springs, Florida 32708
Phone: (407) 327-7700
Cell: (407) 461-7334
email: tomskelton468@gmail.com

On Mon, Apr 10, 2023 at 2:26 PM Larry Ostrowski
<lostrow218@comcast.net> wrote:

About a year ago at a neighborhood meeting, you assured that there would be no "courts" in this development. This was asked specifically because Pickleball Courts are well known for there constant noise. Now we see that there is a Pickleball Court. We, the Buttercup/Idle residents request that the Pickleball Court(s) be removed from the plan. This is a noise problem that we do not want next door. We would think that your apartment residents do not want to hear as well.

Thank you for your consideration in removing this court from your plans
Carole

Carole Ostrowski
412-997-4716

From: [Melanie Peavy](#)
To: [LaVonne Williams](#)
Cc: [Shaun Raja](#)
Subject: RE: pickleball courts behind Buttercup Way and Idle Court
Date: Tuesday, April 11, 2023 8:34:20 AM
Attachments: [image001.png](#)

LaVonne,

Roxann is no longer employed with the City of Wildwood.

By copy of this response, I am forwarding your original email to the planner on the project.

Please keep in mind that the city's regulations do not prohibit recreational amenities within residential developments.

Thank you.

Melanie



Melanie Peavy, CPM, AICP

Development Services Director

Ph: 352-330-1334

Fax: 352-330-1339

www.wildwood-fl.gov

From: LaVonne Williams <lavwill2@hotmail.com>
Sent: Monday, April 10, 2023 5:39 PM
To: Roxann Read <rread@wildwood-fl.gov>
Subject: Re: pickleball courts behind Buttercup Way and Idle Court

CAUTION: This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.

We are opposed to the addition of pickleball courts in the new addition behind Buttercup Way and Idle Court due to the constant noise. We were originally told there would be no courts. Darrell and LaVonne Williams

Get [Outlook for iOS](#)

From: [Lori Eggers](#)
To: [Shaun Raja](#)
Cc: tmskelton468@gmail.com
Subject: The Powell Townhome Project
Date: Wednesday, April 12, 2023 9:13:42 PM

CAUTION: This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.

Shaun Raja

Date: April 12, 2023

Re: The Powell Townhome Project

I am a resident of Buttercup Way, the Villages. My home abuts to the proposed Powell project. My objection to a pickleball court 300 feet from my home is the documented potential of noise disturbance and the negative affect to me and my property.

Over the past three years, pickleball courts constructed near residential areas are causing great controversy throughout the country. Communities have been encountering angry residents hiring sound control consultants because they cannot open their windows, relax outside or enjoy their homes. Noise pollution is causing people to move and lowering property values.

What experts such as Lance Willis, acoustical engineer, of Spendiarian & Willis Acoustics & Noise Control find is: "Pickleball [sounds]... produce high levels of acoustical energy. "It is not equivalent to tennis or basketball or a lot of the other common activities that you hear at parks. It really has a higher noise impact." While researchers have found that even a "loud" tennis shot will usually fall short of 60 decibels, Willis said he's recorded peaks of 85 decibels from a backyard more than 50 feet away from a pickleball court. Extended exposure to 80-decibel noise can cause hearing damage; it's equivalent to hearing a freight train from just under 50 feet away, according to a Purdue University study. The sound of a blender comes in at 88 decibels. Additionally, "pickleball paddle impacts have a narrowband spectrum, with a fundamental frequency of around 1,000 to 2,000 Hz and **up to 200 or 300 feet away**.

Residents in homes located in a quiet residential area have a typical noise levels of 40 decibels. Pickleball sound levels within **100 feet** of courts will usually be around 70 decibels. This is as loud as freeway traffic sound.

At **200 feet**, (using the 6 dB drop for doubling the distance) the level will be about 64 decibels. That is louder than normal conversation.

Even at **400 feet** it will be about 58 decibels. Sound can be heard at near normal conversation levels.

Bob Unetich, USA Pickleball Ambassador, professional registered engineer and host of the Facebook page called "Pickleball Noise (Mitigation)," suggests, identify court locations away from sensitive areas and advises on noise mitigation. He suggests building courts farther from homes.

Municipalities in many states, for example: California, Colorado, Massachusetts, are seeking input from experts into how far pickleball courts should be from residential areas. Expert findings suggest pickleball court distances from residents of 500 to 600 feet to be acceptable.

I believe acoustical and impacts studies would support the removal of the pickleball court from the plan.

Lori Eggers
2968 Buttercup Way
The Villages

Cheshsire, C., Centennial Pumps Brakes on New Pickleball Courts Over Sound Fears, *Westworld.com*, March 23, 2023.

Fanelli, J., Thwach, Pop Whack. Pickleball Noises Turn Neighbors into Activists, *The Wall Street Journal*, June 28, 2022.

Pickleball noise is fueling neighborhood drama from coast to coast, *Los Angeles Times*.

From: [Paul Osofsky](#)
To: [Shaun Raja](#)
Subject: Building project in back of Buttercup way 32163
Date: Monday, April 10, 2023 12:17:29 PM

CAUTION: This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.

Sir, please do not approve the new building plans as they were changed from the original plans posed to us. The original plans had no pickle ball courts. They will be a horror with all the constant noise boomerang into our homes. I also believe the concrete wall in the original plans were more than the 5 feet from our property lines. It appears that the new plans are practically on top of our property. If so that is totally unacceptable.. also spoke with Tom about changing the FICA plants that cover the concrete wall to Clusia plants. The FICA plants have far reaching extensive roots that will invade our property and have been known to break up the concrete foundations of homes. The Clusia plants have no invasive roots and flourish in our warm in our environment.

Thank you for your help and understanding.

Paul and Diana Osofsky
2984 Buttercup way 32163
Sent from my iPhone

From: [Tena Vincent](#)
To: tomskelton468@gmail.com; [Shaun Raja](#)
Subject: New Apartments south of Buttercup Way, the Villages.
Date: Monday, April 10, 2023 4:37:33 PM

CAUTION: This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.

Dear Mr. Skelton,

After reviewing the most recent site plans for the apartment project in Wildwood, adjacent to our properties on Buttercup Way, and Idle Ct, we are quite concerned about the changes your group has made. We had been assured at the group meeting, that this complex would not have any court facilities (pickleball, basketball, or tennis). These new plans show pickleball courts on them. This will be a huge noise concern to your residents, as well as to all our adjoining homes. Please honor your earlier promise to not not have any type of court facilities in your development.

Sincerely,
Tena and Allen Vincent
3024 Buttercup Way



City of Wildwood, Florida
PUBLIC NOTICE
Development Services Department
www.wildwood-fl.gov

April 13, 2023

SCHORMAN ROBERT & JACKIE
2988 BUTTERCUP WAY
THE VILLAGES, FL 32163

Your Parcel Number(s): G04H044

THIS LETTER IS TO INFORM YOU OF A PUBLIC HEARING FOR A PROPERTY NEXT TO YOURS.

NO CHANGES WILL BE MADE TO YOUR PROPERTY.

TO: Property owners adjoining a property which is being considered by the Special Magistrate/Planning & Zoning Board for approval of a Variance request for Townhomes at Powell (Site Plan SP 2211-006) regarding the depth of the on-site stormwater pond to exceed 10 feet. Due to site constraints, filling of existing terrain is not feasible. To be heard at the following regularly scheduled Planning & Zoning Hearing.

OWNER: T.H. AT POWELL, LLC/ STORAGE AT POWELL, LLC
APPLICANT: Alan Benenson
CASE NUMBERS: V 2303-001
PARCEL NUMBERS: G04-018 & G04-009

GENERAL LOCATION: The subject property is generally located at the intersection of Powell Rd and CR 142, approximately 0.18 miles south of Burnsd Blvd.

A public hearing before the City of Wildwood Planning & Zoning Board/Special Magistrate will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **Tuesday, May 2, 2018, at 2:15 PM.** The decision of the Planning and Zoning Board/Special Magistrate will be binding in this matter.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

APPEAL: NECESSITY OF RECORD. In order to appeal the Commission's decision in this matter, a verbatim record of the proceedings is required. The City Commission and the City of Wildwood assume no responsibility for furnishing said record.

☐ I support this request.

☐ I do not object to this request.

☒ I do not support this request for the following reason(s) TREE Removal # 43 + Pickleball Court(s)

➤ Responses must be received no less than five calendar days prior to the meeting date(s) above for consideration.



City of Wildwood, Florida
PUBLIC NOTICE
Development Services Department
www.wildwood-fl.gov

April 13, 2023

VICK RUSSELL D
7177 POWELL RD
WILDWOOD, FL 34785

Your Parcel Number(s): G04-048

THIS LETTER IS TO INFORM YOU OF A PUBLIC HEARING FOR A PROPERTY NEXT TO YOURS.

NO CHANGES WILL BE MADE TO YOUR PROPERTY.

TO: Property owners adjoining a property which is being considered by the Special Magistrate/Planning & Zoning Board for approval of a Variance request for Townhomes at Powell (Site Plan SP 2211-006) regarding the depth of the on-site stormwater pond to exceed 10 feet. Due to site constraints, filling of existing terrain is not feasible. To be heard at the following regularly scheduled Planning & Zoning Hearing.

OWNER: T.H. AT POWELL, LLC/ STORAGE AT POWELL, LLC
APPLICANT: Alan Benenson
CASE NUMBERS: V 2303-001
PARCEL NUMBERS: G04-018 & G04-009

GENERAL LOCATION: The subject property is generally located at the intersection of Powell Rd and CR 142, approximately 0.18 miles south of Burnsed Blvd.

A public hearing before the City of Wildwood Planning & Zoning Board/Special Magistrate will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **Tuesday, May 2, 2018, at 2:15 PM.** The decision of the Planning and Zoning Board/Special Magistrate will be binding in this matter.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

APPEAL: NECESSITY OF RECORD. In order to appeal the Commission's decision in this matter, a verbatim record of the proceedings is required. The City Commission and the City of Wildwood assume no responsibility for furnishing said record.

☐ I support this request.

☒ I do not object to this request.

☐ I do not support this request for the following reason(s) _____

➤ ***Responses must be received no less than five calendar days prior to the meeting date(s) above for consideration.***

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Walden, FL 34785

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2023 PM 2 L



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FOREVER / USA



City of Wildwood, Florida
PUBLIC NOTICE
Development Services Department
www.wildwood-fl.gov

April 13, 2023

THOMAS JOHN C (TTEE)
2964 BUTTERCUP WAY
THE VILLAGES, FL 32163

Your Parcel Number(s): G04H039

THIS LETTER IS TO INFORM YOU OF A PUBLIC HEARING FOR A PROPERTY NEXT TO YOURS.
NO CHANGES WILL BE MADE TO YOUR PROPERTY.

TO: Property owners adjoining a property which is being considered by the Special Magistrate/Planning & Zoning Board for approval of a Variance request for Townhomes at Powell (Site Plan SP 2211-006) regarding the depth of the on-site stormwater pond to exceed 10 feet. Due to site constraints, filling of existing terrain is not feasible. To be heard at the following regularly scheduled Planning & Zoning Hearing.

OWNER: T.H. AT POWELL, LLC/ STORAGE AT POWELL, LLC
APPLICANT: Alan Benenson
CASE NUMBERS: V 2303-001
PARCEL NUMBERS: G04-018 & G04-009

GENERAL LOCATION: The subject property is generally located at the intersection of Powell Rd and CR 142, approximately 0.18 miles south of Burnsed Blvd.

A public hearing before the City of Wildwood Planning & Zoning Board/Special Magistrate will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **Tuesday, May 2, 2018, at 2:15 PM.** The decision of the Planning and Zoning Board/Special Magistrate will be binding in this matter.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

APPEAL: NECESSITY OF RECORD. In order to appeal the Commission's decision in this matter, a verbatim record of the proceedings is required. The City Commission and the City of Wildwood assume no responsibility for furnishing said record.

☐ I support this request.

☐ I do not object to this request.

☒ I do not support this request for the following reason(s) #43 Cutting down of tree for Pickleball courts. a big Boo!

➤ Responses must be received no less than five calendar days prior to the meeting date(s) above for consideration.



City of Wildwood, Florida
PUBLIC NOTICE
Development Services Department
www.wildwood-fl.gov

April 13, 2023

WINCHESTER JANICE B
2952 BUTTERCUP WAY
THE VILLAGES, FL 32163

Your Parcel Number(s): G04H037

THIS LETTER IS TO INFORM YOU OF A PUBLIC HEARING FOR A PROPERTY NEXT TO YOURS.

NO CHANGES WILL BE MADE TO YOUR PROPERTY.

TO: Property owners adjoining a property which is being considered by the Special Magistrate/Planning & Zoning Board for approval of a Variance request for Townhomes at Powell (Site Plan SP 2211-006) regarding the depth of the on-site stormwater pond to exceed 10 feet. Due to site constraints, filling of existing terrain is not feasible. To be heard at the following regularly scheduled Planning & Zoning Hearing.

OWNER: T.H. AT POWELL, LLC/ STORAGE AT POWELL, LLC
APPLICANT: Alan Benenson
CASE NUMBERS: V 2303-001
PARCEL NUMBERS: G04-018 & G04-009

GENERAL LOCATION: The subject property is generally located at the intersection of Powell Rd and CR 142, approximately 0.18 miles south of Burnsed Blvd.

A public hearing before the City of Wildwood Planning & Zoning Board/Special Magistrate will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **Tuesday, May 2, 2018, at 2:15 PM.** The decision of the Planning and Zoning Board/Special Magistrate will be binding in this matter.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

APPEAL: NECESSITY OF RECORD. In order to appeal the Commission's decision in this matter, a verbatim record of the proceedings is required. The City Commission and the City of Wildwood assume no responsibility for furnishing said record.

____ I support this request.

____ I do not object to this request.

☒ I do not support this request for the following reason(s) *flooding on my property and my neighbors*

➤ *Responses must be received no less than five calendar days prior to the meeting date(s) above for consideration.*

Janice B. Winchester
2952 Buttercup Way
The Villages, FL 32163

The City of Wildwood, FL
100 North Main St
Wildwood, FL 34785



City of Wildwood, Florida
PUBLIC NOTICE
Development Services Department
www.wildwood-fl.gov

Hand Delivered
4/25/2023

April 13, 2023

QUATTRONE DAVID B & JUDY A TTE
2958 BUTTERCUP WAY
THE VILLAGES, FL 32163

Your Parcel Number(s): G04H038

THIS LETTER IS TO INFORM YOU OF A PUBLIC HEARING FOR A PROPERTY NEXT TO YOURS.
NO CHANGES WILL BE MADE TO YOUR PROPERTY.

TO: Property owners adjoining a property which is being considered by the Special Magistrate/Planning & Zoning Board for approval of a Variance request for Townhomes at Powell (Site Plan SP 2211-006) regarding the depth of the on-site stormwater pond to exceed 10 feet. Due to site constraints, filling of existing terrain is not feasible. To be heard at the following regularly scheduled Planning & Zoning Hearing.

OWNER: T.H. AT POWELL, LLC/ STORAGE AT POWELL, LLC
APPLICANT: Alan Benenson
CASE NUMBERS: V 2303-001
PARCEL NUMBERS: G04-018 & G04-009

GENERAL LOCATION: The subject property is generally located at the intersection of Powell Rd and CR 142, approximately 0.18 miles south of Burnsed Blvd.

A public hearing before the City of Wildwood Planning & Zoning Board/Special Magistrate will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **Tuesday, May 2, 2018, at 2:15 PM.** The decision of the Planning and Zoning Board/Special Magistrate will be binding in this matter.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

APPEAL: NECESSITY OF RECORD. In order to appeal the Commission's decision in this matter, a verbatim record of the proceedings is required. The City Commission and the City of Wildwood assume no responsibility for furnishing said record.

☐ I support this request.

☐ I do not object to this request.

☒ I do not support this request for the following reason(s)

We do not understand the consequence of a pond being >10'

➤ **Responses must be received no less than five calendar days prior to the meeting date(s) above for consideration.**

If the depth of the pond is adequate for other sites, why should this site need special treatment? Thinking perhaps the site plans regarding potential buildings need adjustment.

The City of Wildwood, Florida
100 North Main Street, Wildwood, Florida 34785

352.330.1330 | Fax: 352.330.1338 | www.wildwood-fl.gov

Hand Delivered



City of Wildwood, FL
100 North Main St.
Wildwood, FL 34765

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Middleton Units 1 & 2 Right-of-Way Deeds

REQUESTED ACTION: Staff recommends acceptance of the deeds pursuant to the established roadway transfer procedure.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The city has been granted the following rights-of-way for ownership. The Middleton Community Development District A will maintain the rights-of-way until the two-year maintenance period has expired and the City Engineer has certified the completion of construction. Upon completion of the two-year maintenance period, maintenance responsibility will be granted to the city for all of the road rights-of-way within the following subdivisions:

- Middleton Units 1 and 2

DATE : 05/02/2023



Terri O'Neal
Planning Manager, Development Services



Office of General Counsel
Erick D. Langenbrunner, Esq.
(352) 753-6612

April 27, 2023

VIA OVERNIGHT DELIVERY

City of Wildwood
Attn: Ms. Melanie Peavy
Development Services Director
100 N. Main Street
Wildwood, Florida 34785

RE: Right-of-Way Deeds for Middleton Unit Nos. 1 and 2

Dear Ms. Peavy:

Enclosed please find the **original executed** Right-of-Way Deeds ("Deed") from Middleton Community Development District A ("District") to City of Wildwood ("COW") for acceptance by COW and recording for the following:

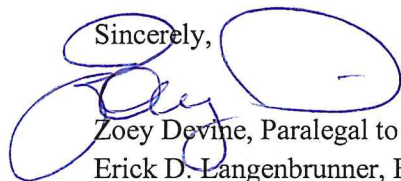
All roadways, except Central Parkway and Marsh Bend Trail, located within **Middleton Unit No. 1**, per the Plat recorded in Plat Book 20, Pages 28, 28A through 28N, inclusive, Public Records of Sumter County, Florida.

and

All roadways located within **Middleton Unit No. 2**, per the Plat recorded in Plat Book 20, Pages 29, 29A through 29N, inclusive, Public Records of Sumter County, Florida.

For convenience, enclosed are copies of the recorded Quitclaim Deeds from The Villages Development Company, LLC conveying the roadways to the District. Also enclosed are our checks for the recording charges. Once the Deeds have been recorded, please forward us copies when available. If you have any questions, please give us a call.

Sincerely,



Zoey Devine, Paralegal to
Erick D. Langenbrunner, Esq.

Enclosures

cc: Ashley Hunt, Esq. (w/enclosures)	Amanda Bush (w/enclosures)
(via email: Ashley@huntlawpa.com)	(via email: abush@wildwood-fl.gov)
Kyla Luna (w/enclosures)	Shaun Raja (w/enclosures)
(via email: kluna@wildwood-fl.gov)	(via email: Sraja@wildwood-fl.gov)

This instrument prepared by:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

RETURN TO:
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 21st day of April, 2023, by **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **CITY OF WILDWOOD**, a Florida municipal corporation, whose post office address is 100 N. Main Street, Wildwood, Florida 34785 ("Grantee").

(Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

All roadways, except Central Parkway and Marsh Bend Trail, located within **Middleton Unit No. 1**, per the Plat recorded in Plat Book 20, Pages 28, 28A through 28N, inclusive, Public Records of Sumter County, Florida.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and cul-de-sacs located within the roadways, if any.

GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF WILDWOOD ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

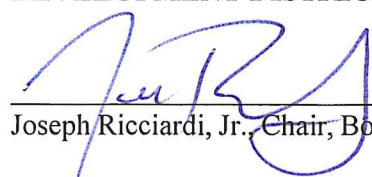
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:



Kenneth C. Blocker, District Manager

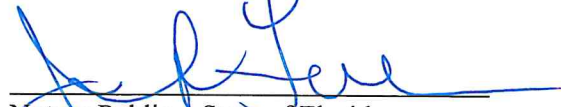
**MIDDLETON COMMUNITY
DEVELOPMENT DISTRICT A**

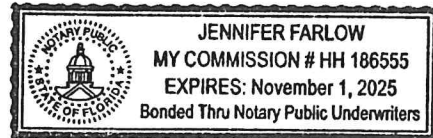


Joseph Ricciardi, Jr., Chair, Board of Supervisors

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of April, 2023, by Joseph Ricciardi, Jr., as Chair, Board of Supervisors, of and on behalf of Middleton Community Development District A, for the purposes expressed herein, who is personally known to me.


Notary Public – State of Florida
Print Name: Jennifer Farlow
Commission Number: HH 116555
Commission Expires: 11/1/25



Copy
Rec. 27.00
Doc. 0.70
30.70

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002617 Date: 01/20/2023 Time: 11:46AM
Page 1 of 3 B: 4406 P: 352 By: BQ
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:

✓ Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 18th day of January, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163, and **BUFFALO HIDE AND CATTLE COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 (jointly and severally, "Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways, except Central Parkway and Marsh Bend Trail, and Tracts A, B, C, D, E, F, G, H, I, M, N, O, P, Q, and R of **Middleton Unit No. 1**, per the Plat recorded in Plat Book 20, Pages 28, 28A through 28N, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and **subject** to all restrictions imposed against such lands on the Plats.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following pages]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Julie Royals
Print Name: Julie Royals

Zoey Devine
Print Name: Zoey Devine

THE VILLAGES DEVELOPMENT COMPANY,
LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: Robert L. Chandler IV
Robert L. Chandler IV, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

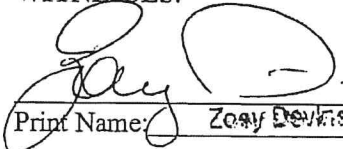
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18th day of January, 2023, by Robert L. Chandler IV, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

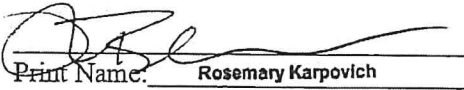
Zoey Devine
Notary Public - State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____



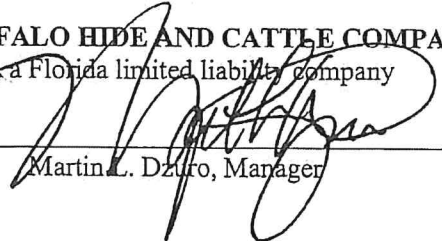
ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Third Budget Notary Services

WITNESSES:


Print Name: Zoey Devine

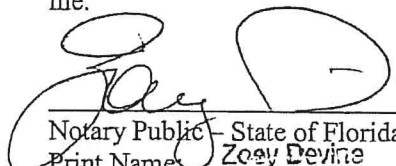

Print Name: Rosemary Karpovich

BUFFALO HIDE AND CATTLE COMPANY,
LLC, a Florida limited liability company

By: 
Martin L. Dzuro, Manager

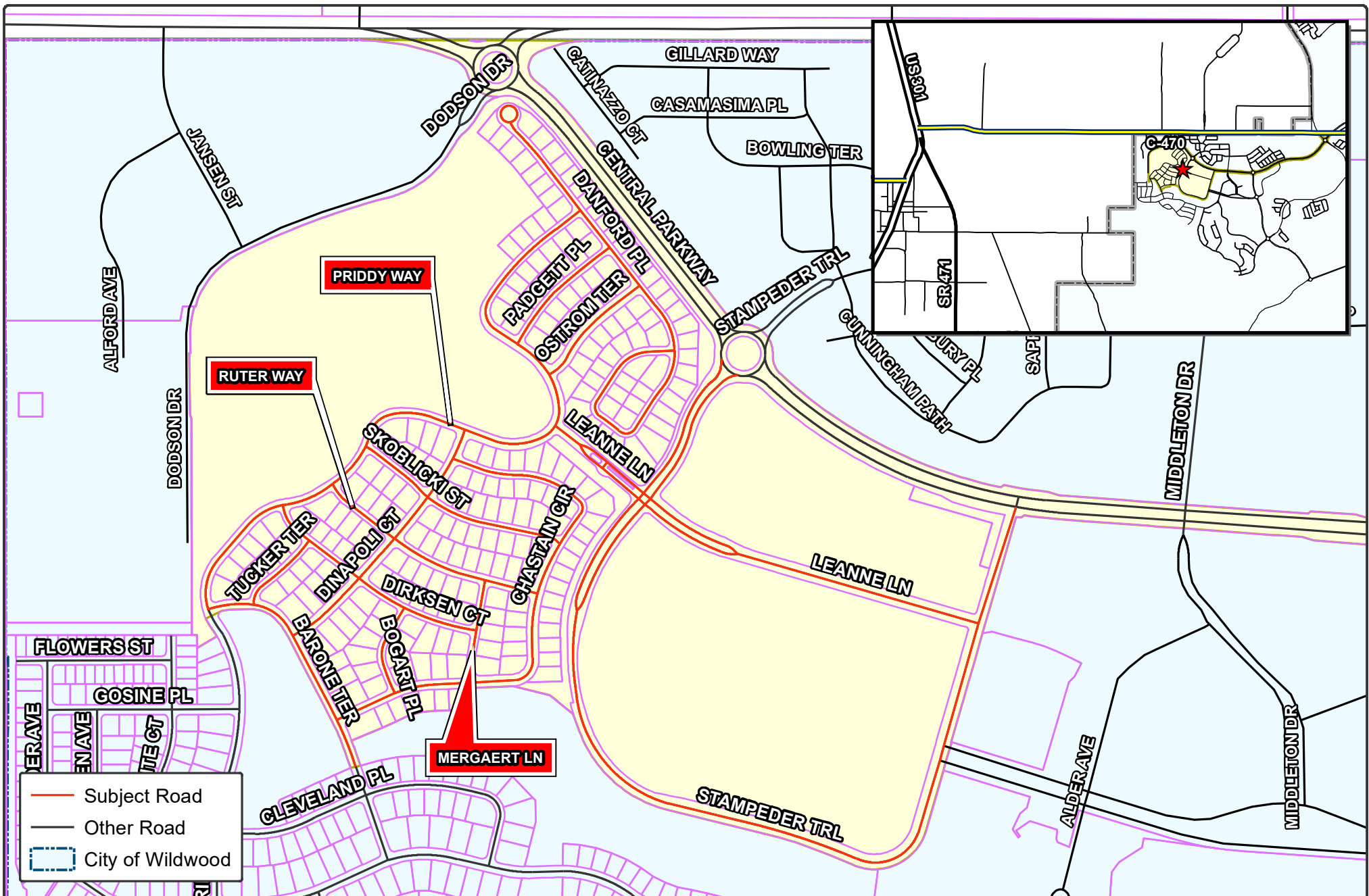
STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18th day of January, 2023, by Martin L. Dzuro, as Manager of, and on behalf of Buffalo Hide and Cattle Company, LLC, a Florida limited liability company, who is personally known to me.


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



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



This instrument prepared by:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

RETURN TO:
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 21st day of April, 2023, by **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **CITY OF WILDWOOD**, a Florida municipal corporation, whose post office address is 100 N. Main Street, Wildwood, Florida 34785 ("Grantee").

(Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors or assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

All roadways located within **Middleton Unit No. 2**, per the Plat recorded in Plat Book 20, Pages 29, 29A through 29N, inclusive, Public Records of Sumter County, Florida.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and cul-de-sacs located within the roadways, if any.

GRANTEE, BY ACCEPTANCE OF THIS RIGHT-OF-WAY DEED, AGREES TO PERPETUALLY MAINTAIN THESE ROADWAYS BEGINNING ON THE DATE THAT IS TWO (2) YEARS AFTER THE DATE THAT THE CITY OF WILDWOOD ENGINEER HAS CERTIFIED THAT CONSTRUCTION OF SUCH ROADWAYS HAS BEEN COMPLETED.

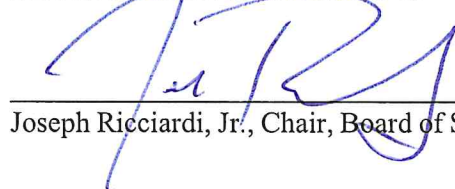
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:



Kenneth C. Blocker, District Manager

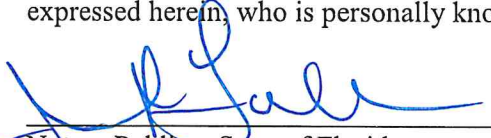
**MIDDLETON COMMUNITY
DEVELOPMENT DISTRICT A**



Joseph Ricciardi, Jr., Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

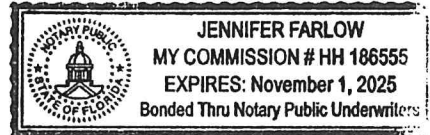
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of April, 2023, by Joseph Ricciardi, Jr., as Chair, Board of Supervisors, of and on behalf of Middleton Community Development District A, for the purposes expressed herein, who is personally known to me.


Notary Public—State of Florida

Print Name: Jennifer Farlow

Commission Number: HH 186555

Commission Expires: 11/1/25



Copy 2.00
Rec. 18.50
Doc. 0.70
21.20

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360007605 Date: 02/24/2023 Time: 9:24AM
Page 1 of 2 B: 4424 P: 65 By: BO
Doc Stamp-Deed: 0.70

✓ PREPARED BY/RETURN TO:

Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 22nd day of February, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and Q of **Middleton Unit No. 2**, per the Plat recorded in Plat Book 20, Pages 29, 29A through 29N, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plat referenced above (the "Plat"), and **subject to** all restrictions imposed against such lands on the Plat.

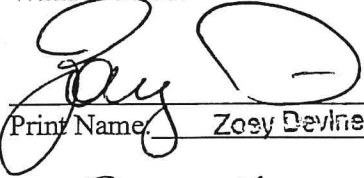
This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following pages]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

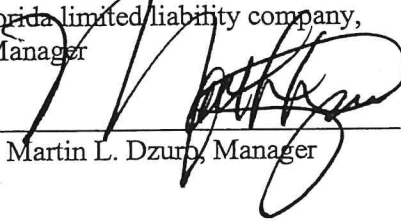
WITNESSES:


Print Name: Zoey Devine


Print Name: Rosemary Karpovich

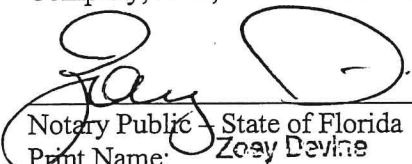
THE VILLAGES DEVELOPMENT COMPANY,
LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: 
Martin L. Dzuro, Manager

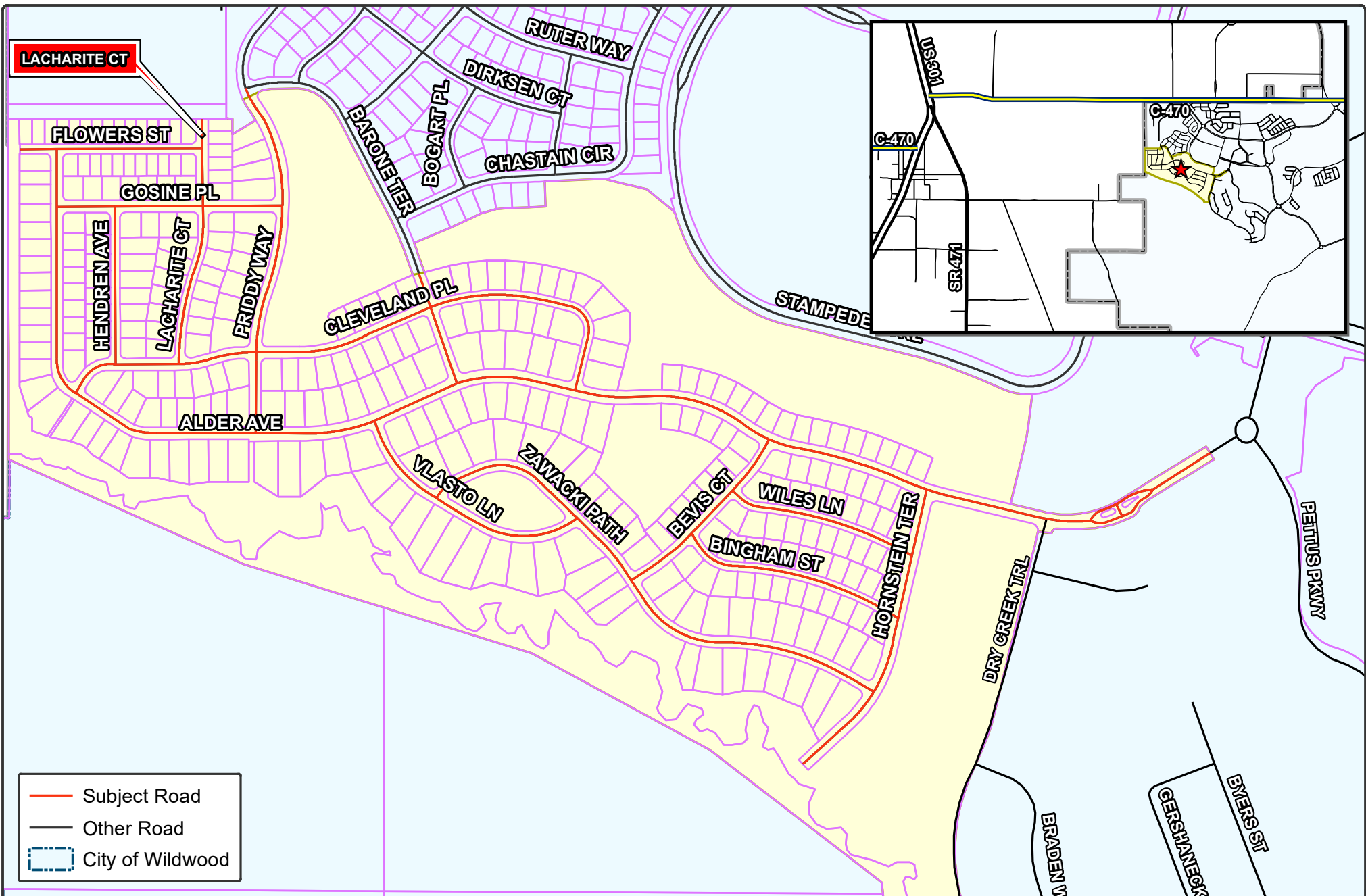
STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of February, 2023, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.


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



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



CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Engineering Continuing Professional Services Agreement - CPH, LLC

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity: CPH, LLC

Effective Date: May 8, 2023 Termination Date:

Managing Division/Department: Executive

BUDGET IMPACT: Expenses related to this agreement will be budgeted in project line items in various departments.

HISTORY/FACTS/ISSUES:

In February, the City issued RFQ #2023-07 for Engineering Continuing Professional Services. At the May 1st special meeting, the Commission approved the Selection Committee's ranking of the five firms that were invited to make presentations to the Selection Committee and authorized the City Manager to enter into negotiations with the top three ranked firms, CPH, LLC, Kimley-Horn and Associates, Inc., and Halff Associates, Inc. The City Manager is requesting that the Commission approve this continuing services agreement with CPH, LLC. The initial term of the agreement is for three years, with the ability to extend the contract in one-year increments upon agreement of both parties.

CONTRACT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 8th day of May, 2023, by and between City of Wildwood (hereafter referred to as "City"), whose address is 100 N Main Street, Wildwood, Florida 34785, and CPH, LLC (hereafter referred to as "Consultant"), whose address is 500 West Fulton Street, Sanford, FL 32771.

RECITALS

WHEREAS, the City has need of professional services for Engineering Services, and,

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ # 2023-07 – Request for Qualifications for Engineering Services

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the City will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Consultant's profession, and Consultant will endeavor to provide to the City prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Engineering Services Consultant, and will work with the City to provide said services in accordance with the scope of services outlined in RFQ # 2023-07.
3. Consultant 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. Consultant 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 May 8, 2023 and continue in full force through May 7, 2026, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant 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, Consultant shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Consultant, Consultant shall furnish to the City on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the City during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant 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 Consultant 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 Consultant shall be made available to the City upon request and shall be considered public records, pursuant to F.S. 119.0701.
- c. Consultant 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-consultants (if any).
- d. Consultant 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. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-07, naming City as an additional insured in each such policy.
- f. Upon Consultant's written request, the City will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and City mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The City and Consultant 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 Consultant 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 Consultant may be required to provide additional services to the City on challenges, public protests, administrative hearings or similar matters. The consultant 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 Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
- c. Permits / Licenses
- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued
- f. Architects/Engineers hourly rates, as attached to this contract.

10. Consultant 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 Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

11. Consultant, 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. Consultant is hereby designated as an independent contractor to the City and none of the employees, agents or servants of the Consultant 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. Consultant 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 Consultant 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, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant 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 public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the CITY and CONSULTANT which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to comply with the Florida Public Records Law.

In addition to other contract requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
- B. Upon request from the CITY’S custodian of public records, provide the CITY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law.;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency; and
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CUSTODIAN OF PUBLIC RECORDS AT 352-330-1330.

20. 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 CONSULTANT

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:

Consultant

By: _____

By: _____

Date Signed: _____

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Engineering Continuing Professional Services Agreement - Kimley-Horn and Associates, Inc.

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Kimley-Horn and Associates, Inc.
Effective Date: May 8, 2023 Termination Date:
Managing Division/Department: Executive

BUDGET IMPACT: Expenses related to this contract will be budgeted in project line items in various departments.

HISTORY/FACTS/ISSUES:

In February, the City issued RFQ #2023-07 for Engineering Continuing Professional Services. At the May 1st special meeting, the Commission approved the Selection Committee's ranking of the five firms that were invited to make presentations to the Selection Committee and authorized the City Manager to enter into negotiations with the top three ranked firms, CPH, LLC, Kimley-Horn and Associates, Inc., and Halff Associates, Inc. The City Manager is requesting that the Commission approve this continuing services agreement with Kimley-Horn and Associates, Inc. The initial term of the agreement is for three years, with the ability to extend the contract in one-year increments upon agreement of both parties.

CONTRACT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 8th day of May, 2023, by and between City of Wildwood (hereafter referred to as "City"), whose address is 100 N Main Street, Wildwood, Florida 34785, and Kimley-Horn (hereafter referred to as "Consultant"), whose address is 1700 SE 17th Street, Suite 200, Ocala, FL 34471.

RECITALS

WHEREAS, the City has need of professional services for Engineering Services, and,

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ # 2023-07 – Request for Qualifications for Engineering Services

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.
2. Consultant is hereby retained and employed as the Engineering Services Consultant, and will work with the City to provide said services in accordance with the scope of services outlined in RFQ # 2023-07.
3. Consultant 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. Consultant 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 May 8, 2023 and continue in full force through May 7, 2026, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant 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, Consultant shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Consultant, Consultant shall furnish to the City on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the City during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant 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 Consultant 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 Consultant shall be made available to the City upon request and shall be considered public records, pursuant to F.S. 119.0701.
- c. Consultant 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-consultants (if any).
- d. Consultant 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. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-07, naming City as an additional insured in each such policy.
- f. Upon Consultant's written request, the City will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and City mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The City and Consultant 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 Consultant 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 Consultant may be required to provide additional services to the City on challenges, public protests, administrative hearings or similar matters. The consultant 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 Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
- c. Permits / Licenses
- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued
- f. Architects/Engineers hourly rates, as attached to this contract.

10. Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the contract.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT, IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

11. Consultant, 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. Consultant is hereby designated as an independent contractor to the City and none of the employees, agents or servants of the Consultant 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 it's rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant 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 Consultant 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, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant 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 public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the CITY and CONSULTANT which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to comply with the Florida Public Records Law.

In addition to other contract requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
- B. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law.;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency; and

- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CUSTODIAN OF PUBLIC RECORDS AT 352-330-1330.

20. 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 CONSULTANT

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:

Consultant

By: _____

By: _____

Date Signed: _____

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Engineering Continuing Professional Services Agreement - Halff Associates, Inc.

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Halff Associates, Inc.
Effective Date: May 8, 2023 Termination Date:
Managing Division/Department: Executive

BUDGET IMPACT: Expenses related to this contract will be budgeted in project line items in various departments.

HISTORY/FACTS/ISSUES:

In February, the City issued RFQ #2023-07 for Engineering Continuing Professional Services. At the May 1st special meeting, the Commission approved the Selection Committee's ranking of the five firms that were invited to make presentations to the Selection Committee and authorized the City Manager to enter into negotiations with the top three ranked firms, CPH, LLC, Kimley-Horn and Associates, Inc., and Halff Associates, Inc. The City Manager is requesting that the Commission approve this continuing services agreement with Halff Associates, Inc. The initial term of the agreement is for three years, with the ability to extend the contract in one-year increments upon agreement of both parties.

CONTRACT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 8th day of May, 2023, by and between City of Wildwood (hereafter referred to as "City"), whose address is 100 N Main Street, Wildwood, Florida 34785, and Halff Associates, Inc. (hereafter referred to as "Consultant"), whose address is 902 North Sinclair Avenue, Tavares, FL 32778.

RECITALS

WHEREAS, the City has need of professional services for Engineering Services, and,

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ # 2023-07 – Request for Qualifications for Engineering Services

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the City will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Consultant's profession, and Consultant will endeavor to provide to the City prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Engineering Services Consultant, and will work with the City to provide said services in accordance with the scope of services outlined in RFQ # 2023-07.
3. Consultant 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. Consultant 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 May 8, 2023 and continue in full force through May 7, 2026, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant 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, Consultant shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Consultant, Consultant shall furnish to the City on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the City during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant 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 Consultant 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 Consultant shall be made available to the City upon request and shall be considered public records, pursuant to F.S. 119.0701.
- c. Consultant 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-consultants (if any).
- d. Consultant 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. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-07, naming City as an additional insured in each such policy (excluding Professional Liability and Worker's Compensation policies).
- f. Upon Consultant's written request, the City will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and City mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The City and Consultant 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 Consultant 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 Consultant may be required to provide additional services to the City on challenges, public protests, administrative hearings or similar matters. The consultant 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 Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
- c. Permits / Licenses
- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued
- f. Architects/Engineers hourly rates, as attached to this contract.

10. Consultant 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 Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

11. Consultant, its agents, 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. Consultant is hereby designated as an independent contractor to the City and none of the employees, agents or servants of the Consultant 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. Consultant 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 Consultant 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, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant 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 public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the CITY and CONSULTANT which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to comply with the Florida Public Records Law.

In addition to other contract requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
- B. Upon request from the CITY’S custodian of public records, provide the CITY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law.;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency; and
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CUSTODIAN OF PUBLIC RECORDS AT 352-330-1330.

20. 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 CONSULTANT

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:

Consultant

By: _____

By: _____

Date Signed: _____

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Architectural Continuing Professional Services Agreement - CPH, LLC

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: CPH, LLC
Effective Date: May 8, 2023 Termination Date:
Managing Division/Department: Executive

BUDGET IMPACT: Expenses related to this contract will be budgeted in project line items in various departments.

HISTORY/FACTS/ISSUES:

In February, the City issued RFQ #2023-08 for Architectural Continuing Professional Services. At the April 24th regular meeting, the Commission approved the Selection Committee's ranking of the six submittals and authorized the City Manager to enter into negotiations with the top two ranked firms, CPH, LLC and Ohlson Lavoie Corporation. The City Manager is requesting that the Commission approve this continuing services agreement with CPH, LLC. The initial term of the agreement is for three years, with the ability to extend the contract in one-year increments upon agreement of both parties.

CONTRACT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 8th day of May, 2023, by and between City of Wildwood (hereafter referred to as "City"), whose address is 100 N Main Street, Wildwood, Florida 34785, and CPH, LLC (hereafter referred to as "Consultant"), whose address is 500 West Fulton Street, Sanford, FL 32771.

RECITALS

WHEREAS, the City has need of professional services for Architectural Services, and,

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ # 2023-08 – Request for Qualifications for Architectural Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the City will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Consultant's profession, and Consultant will endeavor to provide to the City prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Architectural Services Consultant, and will work with the City to provide said services in accordance with the scope of services outlined in RFQ # 2023-08.
3. Consultant 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. Consultant 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 May 8, 2023 and continue in full force through May 7, 2026, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant 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, Consultant shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Consultant, Consultant shall furnish to the City on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the City during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant 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 Consultant 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 Consultant shall be made available to the City upon request and shall be considered public records, pursuant to F.S. 119.0701.
- c. Consultant 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-consultants (if any).
- d. Consultant 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. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-08, naming City as an additional insured in each such policy.
- f. Upon Consultant's written request, the City will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and City mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The City and Consultant 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 Consultant 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 Consultant may be required to provide additional services to the City on challenges, public protests, administrative hearings or similar matters. The consultant 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 Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
- c. Permits / Licenses
- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued
- f. Architects/Engineers hourly rates, as attached to this contract.

10. Consultant 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 Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

11. Consultant, 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. Consultant is hereby designated as an independent contractor to the City and none of the employees, agents or servants of the Consultant 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. Consultant 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 Consultant 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, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant 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 public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the CITY and CONSULTANT which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to comply with the Florida Public Records Law.

In addition to other contract requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
- B. Upon request from the CITY’S custodian of public records, provide the CITY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law.;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency; and
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CUSTODIAN OF PUBLIC RECORDS AT 352-330-1330.

20. 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 CONSULTANT

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:

Consultant

By: _____

By: _____

Date Signed: _____

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Architectural Continuing Professional Services Agreement - Ohlson Lavoie Corporation

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Ohlson Lavoie Corporation (OLC)
Effective Date: May 8, 2023 Termination Date:
Managing Division/Department: Executive

BUDGET IMPACT: Expenses will be budgeted for projects in various departments.

HISTORY/FACTS/ISSUES:

In February, the City issued RFQ #2023-08 for Architectural Continuing Professional Services. At the April 24th regular meeting, the Commission approved the Selection Committee's ranking of the six submittals and authorized the City Manager to enter into negotiations with the top two ranked firms, CPH, LLC, and Ohlson Lavoie Corporation (OLC). The City Manager is requesting that the Commission approve this continuing services agreement with OLC. The initial term of the agreement is for three years, with the ability to extend the contract in one-year increments upon agreement of both parties.

CONTRACT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 8th day of May, 2023, by and between City of Wildwood (hereafter referred to as "City"), whose address is 100 N Main Street, Wildwood, Florida 34785, and Ohlson Lavoie Corporation (hereafter referred to as "Consultant"), whose address is 2295 South Hiawassee Road, Suite 310, Orlando, FL 32835.

RECITALS

WHEREAS, the City has need of professional services for Architectural Services, and,

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ # 2023-08 – Request for Qualifications for Architectural Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the City will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Consultant's profession, and Consultant will endeavor to provide to the City prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Architectural Services Consultant, and will work with the City to provide said services in accordance with the scope of services outlined in RFQ # 2023-08.
3. Consultant 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. Consultant 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 May 8, 2023 and continue in full force through May 7, 2026, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant 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, Consultant shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Consultant, Consultant shall furnish to the City on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the City during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed for the first year and then may increase by 5% each year thereafter.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant 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 Consultant shall be made available to the City upon request and shall be considered public records, pursuant to F.S. 119.0701.
- c. Consultant 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-consultants (if any).
- d. Consultant 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. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-08, naming City as an additional insured in each such policy.
- f. Upon Consultant's written request, the City will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and City mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The City and Consultant 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 Consultant 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 Consultant may be required to provide additional services to the City on challenges, public protests, administrative hearings or similar matters. The consultant 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 Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
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- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued
- f. Architects/Engineers hourly rates, as attached to this contract.

10. Consultant 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 Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

11. Consultant, 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. Consultant is hereby designated as an independent contractor to the City and none of the employees, agents or servants of the Consultant 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 it's rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant 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 Consultant 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, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant 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.

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In addition to other contract requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
- B. Upon request from the CITY’S custodian of public records, provide the CITY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law.;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency; and
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CUSTODIAN OF PUBLIC RECORDS AT 352-330-1330.

20. 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 CONSULTANT

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:

Consultant

By: _____

By: _____

Date Signed: _____

OHLSON LAVOIE CORPORATION

FEE SCHEDULE

Sr Principal	\$ 250 per hour	Sr Interior Designer	\$ 150 per hour
Principal	\$ 180 per hour	Jr Interior Designer	\$ 100 per hour
Sr Architect	\$ 150 per hour	Graphic Designer	\$ 90 per hour
Architect	\$ 120 per hour	Graphic Intern	\$ 60 per hour
Arch Intern	\$ 100 per hour	Administrative	\$ 90 per hour

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Proclaim May 21-27, 2023, as National Public Works Week

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached proclamation celebrating National Public Works Week from May 21st through May 27th, 2023.



Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and,

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and essential programs such as water production and distribution, wastewater collection and treatment, fleet services, roadway maintenance, stormwater protection, and public buildings management; and,

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and,

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and,

WHEREAS, this year's theme "*Connecting the World Through Public Works*" seeks to enhance the prestige of the often-unsung heroes of our society – the professionals who serve the public well every day with quiet dedication.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida, that the week of May 21-27, 2023, is hereby proclaimed as

NATIONAL PUBLIC WORKS WEEK

in Wildwood and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works, and to recognize the contributions that public works personnel make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, we have PASSED and DULY ADOPTED this 8th day of May 2023.



CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____

Susan Patterson, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: FY23 Third Budget Amendment

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Staff is recommending a budget amendment for the FY23 budget year. In this third budget amendment, multiple expense accounts are being amended for unanticipated expenses in the FY22-23 budget year.

RESOLUTION NO. R2023-10

A RESOLUTION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 BUDGET; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the Final Budget Hearing on September 26, 2022, the City Commission of Wildwood, Sumter County, Florida, adopted Resolution No. R2022-21 approving the annual budget for Fiscal Year 2022-2023; and,

WHEREAS, the 2022-2023 budget was subsequently amended on November 28, 2022 via Resolution No. R2022-34 and on February 13, 2023 via Resolution No. R2022-2; and,

WHEREAS, it is appropriate to provide for certain transfers, appropriations, and authorizations based upon previous and anticipated expenditures and revenues; and,

WHEREAS, the City Commission has determined that it is necessary to adopt an amendment to the budget to reflect these changes;

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

Section 1. Budget Amendment. The City Commission of the City of Wildwood, Sumter County, Florida, adopts this amendment to the Fiscal Year 2022-2023 budget as shown on Exhibit "A" attached hereto and incorporated by reference.

Section 2. This Resolution shall take effect immediately upon its adoption.

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

EXHIBIT A

General Fund

Finance

Expenditure	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
General Insurance	\$170,000	\$20,000	\$190,000

Public Works

Expenditure	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
Other Contractual Svcs	\$378,100	\$55,000	\$433,100

Parks and Recreation

Expenditure	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
Salaries	\$675,650	\$35,880	\$711,530
FICA	\$52,110	\$2,750	\$54,860
Retirement	\$81,130	\$4,275	\$85,405
IT Licensing/Equipment	\$34,800	\$3,700	\$38,500

Revenue	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
SECO Franchise Fees	\$950,000	\$121,605	\$1,071,605

FY22 End of Year Transfer

Expenditure	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
Transfer to Cap. Imprv. Fund	\$8,000,000	\$2,100,000	\$10,100,000

Justification for Amendment: In this budget amendment, multiple departments are being adjusted for unanticipated expenditures. In the Finance Department, the General Fund portion of the City's insurance expense is being amended due to actual expenses exceeding the budgeted amount. In the Public Works Department, an amendment is needed for the demolition of the old Police Station building. The Parks and Recreation Department is requesting two new full-time positions. This amendment will increase their salary and their operational budget for the necessary equipment required for the two new staff members. In addition, this amendment will also formalize the end-of-year transfer that was identified in the Finance presentation done in February 2023. Funding for this amendment will be covered through the SECO Franchise Fees, which are now expected to exceed budgeted projections.

Capital Improvement Fund

FY22 End of Year Transfer

Revenue	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
Transfer from General Fund	\$8,000,000	\$2,100,000	\$10,100,000

Justification for Amendment: In this budget amendment, it formalizes the end-of-year transfer that was identified in the Finance presentation done in February 2023.

Utility Fund

Physical Environment

Expenditure	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
General Insurance	\$170,000	\$20,000	\$190,000

Water Department

Expenditure	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
CR 209 Water Main Ext	\$498,798.81	\$41,415	\$540,213.81

Wastewater Department

Expenditure	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
Repair and Maintenance	\$275,000	\$85,200	\$360,200
Chemicals	\$120,000	\$80,000	\$200,000

Expenditure	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
Contingency	\$3,613,536	(\$61,415)	\$3,552,121

Revenue	FY23 Adopted Bud	Increase/(Decrease)	FY23 Amended Bud
Water-Meter Installations	\$100,000	\$80,000	\$180,000
Other Financing Sources – Insurance Proceeds	0.00	\$15,200	\$15,200
Interest Earnings	\$5,000	\$70,000	\$75,000

Justification for Amendment: In this budget amendment, multiple departments are being adjusted for unanticipated expenditures. In the Physical Environment Department, the Utility Fund portion of the City's insurance expense is being amended due to actual expenses exceeding the budgeted amount. In

the Water Department, the engineering services for the CR 209 Water Main Extension are being carried forward from the prior year. The construction component of this was carried forward in the second budget amendment when other capital projects were carried forward. The engineering costs associated with this project were missed in error. Funding for both of these amendments will come from the reserves. The Wastewater Department will also be amended for unanticipated repairs for the SCADA and gate system at the Wastewater Treatment Plant, which were damaged from lightening. Funding for this amendment will come from proceeds received from the insurance claim. An amendment is also needed for repair and maintenance for the surge tank pipe repairs which were also unanticipated. In addition, the Wastewater Department will also have their chemicals expense account amended to reflect the price changes in the chemical contract that went into effect in November 2022. Funding for the surge tank repairs and chemicals expenses will be covered through the Water-Meter Installations revenues and Interest Earnings revenues, which are now expected to exceed budgeted projections.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: AN 2303-001 Blount Development at Peppertree

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, LPG Urban & Regional Planners, Inc on behalf of the owners, Israel and Lucinda Daves, Rick Blount & Company, Inc, and Blount Development Peppertree, LLC, has submitted a voluntary annexation application for parcels D30-016, D30-043, D30-083, and D30-097. The property to be annexed totals 23.79 acres MOL and is located south along CR 222, approximately 0.38 miles west of N US 301, and approximately 0.40 miles east of CR 209 in section 30, township 18 south, range 23 east.

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

The applicant would like to construct a townhome development.

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



DATED: 05/02/2023

Amanda Bush

Planner, Development Services

ORDINANCE NO. O2023-17

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 23.79 ACRES LOCATED SOUTH ALONG CR 222, APPROXIMATELY 0.38 MILES WEST OF N US 301, AND APPROXIMATELY 0.40 MILES EAST OF CR 209, IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owners of the following described real property, which is located south along CR 222, approximately 0.38 miles west of N US 301, and approximately 0.40 miles east of CR 209 to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Israel and Lucinda Daves, Rick Blount & Company, Inc, and Blount Development Peppertree, LLC, is more particularly described as follows:

Parcels D30-016, D30-043, D30-083, & D30-097
Israel and Lucinda Daves, Rick Blount & Company, Inc, & Blount Development
Peppertree, LLC
23.79 +/-

LEGAL DESCRIPTION

W ½ OF THE NW ¼ OF THE NE ¼, LESS BEGIN AT THE NE CORNER OF THE W ½ OF THE NW ¼ OF THE NE ¼, RUN SOUTH ALONG BOUNDARY 104.00 FEET,

THENCE WEST ALONG BOUNDARY 215.00 FEET, THENCE NORTH ALONG BOUNDARY 104.00 FEET, THENCE EAST ALONG BOUNDARY 215.00 FEET TO THE POB, AND LESS ROAD R/W FOR CR 222A.

AND

THE SOUTH 314.43 FEET OF THE EAST 567.42 FEET OF THE N $\frac{1}{2}$ OF THE NW $\frac{1}{4}$. SUBJECT TO PUBLIC ROAD, ALL IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

BEGIN AT THE NE CORNER OF THE W $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST, RUN SOUTH ALONG BOUNDARY 104.00 FEET, THENCE WEST ALONG BOUNDARY 215.00 FEET, THENCE NORTH ALONG BOUNDARY 104.00 FEET, THENCE EAST ALONG BOUNDARY 215.00 FEET TO THE POB, AND LESS ROAD R/W FOR CR 222A; SAID LAND SITUATE, LYING AND BEING IN SUMTER COUNTY, FLORIDA.

AND

COMMENCE AT THE NORTHEAST CORNER OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S00°40'10" W ALONG THE EAST LINE OF THE SAID WEST $\frac{1}{2}$, A DISTANCE OF 104.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S00°40'10" W ALONG THE EAST LINE OF THE SAID WEST $\frac{1}{2}$, A DISTANCE OF 304.00 FEET; THENCE N89°08'15" W PARALLEL WITH THE NORTH LINE OF THE SAID WEST $\frac{1}{2}$, A DISTANCE OF 215.00 FEET; THENCE N00°00'10" E PARALLEL WITH THE EAST LINE OF SAID WEST $\frac{1}{2}$, A DISTANCE OF 304.00 FEET; THENCE S89°08'15" E PARALLEL WITH THE NORTH LINE OF SAID WEST $\frac{1}{2}$, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 17, BLOCK E, PEPPER TREE VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PLAT BOOK 16, PAGES 1 THROUGH 1B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH 00°00'27" EAST, A DISTANCE OF 30.00 FEET ALONG

THE WESTERLY RIGHT OF WAY LINE OF PEPPER TREE TRAIL AS DESCRIBED ON AFORESAID PLAT 16, PAGES 1 THROUGH 1B TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 00°00'27" EAST, A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF PEPPER TREE TRAIL; THENCE NORTH 89°49'37" WEST, A DISTANCE OF 122.78 FEET ALONG SAID WESTERLY EXTENSION LINE TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 12.00 FEET, THENCE SOUTHWESTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 18.85 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°10'23" WEST, A DISTANCE OF 19.87 FEET; THENCE NORTH 89°49'37" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°10'23" EAST, A DISTANCE OF 61.85 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 89°49'59" EAST, A DISTANCE OF 184.69 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPT AS CONVEYED TO ISRAEL P. DAVES AND LUCINDA K. DAVES IN OFFICIAL RECORDS BOOK 3535, PAGE 272, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

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

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

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

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

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

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

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		AN 2303-001 BLOUNT DEVELOPMENT AT PEPPERTREE PARCELS D30-016, D30-043, D30-083 & D30-097	MAP 1B LOCATION MAP MARCH 2023
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City of Wildwood, Florida
PUBLIC NOTICE
Development Services Department
www.wildwood-fl.gov

April 12, 2023

WILLIAMS ROBERT E & ELOIS SENN
P.O. Box 308
Oxford, FL 34484

Your Parcel Number(s): D30BF003

THIS LETTER IS TO INFORM YOU OF A PUBLIC HEARING FOR A PROPERTY NEXT TO YOURS.
NO CHANGES WILL BE MADE TO YOUR PROPERTY.

TO: Property owners in the vicinity of a property which is being considered by the City Commission for annexation.

APPLICANT: LPG Urban & Regional Planners, Inc
OWNERS: Lucinda Daves, Rick Blount & Company, Inc, & Blount Development Peppertree, LLC
CASE NUMBER: AN 2303-001
PARCEL NUMBERS: D30-016, D30-043, D30-083, & D30-097

The subject property is located south along CR 222 approximately 0.38 miles west of N US 301, and approximately 0.40 miles east of CR 209.

A public hearing before the City Commission will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **Monday, May 8, 2023, at 9:00 a.m.**

O2023-17 proposes a voluntary annexation of the above-listed parcels.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

The proposed Ordinance may be inspected by the public at the Development Services Department, Wildwood City Hall, between the hours of 8:00 a.m. to 5:00 p.m. weekdays.

APPEAL: NECESSITY OF RECORD. In order to appeal the Commission's decision in this matter, a verbatim record of the proceedings is required. The City Commission and the City of Wildwood assume no responsibility for furnishing said record.

☐ I support this request.

☐ I do not object to this request.

☒ I do not support this request for the following reason(s) *will not support extending Pepper Tree Lane into an area where more traffic would need to exit through Pepper Tree Village. Your map does not show the new multi housing on the North side of Pepper Tree Lane or gas station being built now.*

4/17/23

The City of Wildwood, Florida
100 North Main Street, Wildwood, Florida 34785
352.330.1330 | Fax: 352.330.1338 | www.wildwood-fl.gov



City of Wildwood, Florida
PUBLIC NOTICE
Development Services Department
www.wildwood-fl.gov

April 12, 2023

TAPP KENNY & MARY ANN
9739 PEPPER TREE TRL
WILDWOOD, FL 34785

Your Parcel Number(s): D30BD020

THIS LETTER IS TO INFORM YOU OF A PUBLIC HEARING FOR A PROPERTY NEXT TO YOURS.

NO CHANGES WILL BE MADE TO YOUR PROPERTY.

TO: Property owners in the vicinity of a property which is being considered by the City Commission for annexation.

APPLICANT: LPG Urban & Regional Planners, Inc
OWNERS: Lucinda Daves, Rick Blount & Company, Inc, & Blount Development Peppertree, LLC
CASE NUMBER: AN 2303-001
PARCEL NUMBERS: D30-016, D30-043, D30-083, & D30-097

The subject property is located south along CR 222 approximately 0.38 miles west of N US 301, and approximately 0.40 miles east of CR 209.

A public hearing before the City Commission will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **Monday, May 8, 2023, at 9:00 a.m.**

O2023-17 proposes a voluntary annexation of the above-listed parcels.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

The proposed Ordinance may be inspected by the public at the Development Services Department, Wildwood City Hall, between the hours of 8:00 a.m. to 5:00 p.m. weekdays.

APPEAL: NECESSITY OF RECORD. In order to appeal the Commission's decision in this matter, a verbatim record of the proceedings is required. The City Commission and the City of Wildwood assume no responsibility for furnishing said record.

☒ I support this request.
☐ I do not object to this request.
☐ I do not support this request for the following reason(s) _____

questions (over)

- ① How many units are proposed (Lot size)
- ② Speed limit Enforced on Pepper Tree Lane?
- ③ Water retention - Currently Pepper Tree Village is having to spend over \$100K to redo swale to South retention pond. - Be Sure No impact made to homes on North Side of Pepper Tree Lane in Pepper Tree Village
- ④ Fence Along East Boundary to Separate From Pepper Tree Village!

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: AN 2303-002 Pen-a-ckle Pickleball Pavilion

REQUESTED ACTION: Staff recommends approval

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, Lamar Underwood, on behalf of the owners, MGE Holdings, LLC, has submitted a voluntary annexation application for parcel G16-107. The property to be annexed totals 4 acres MOL and is located south along C 44A. Approximately 0.14 miles north of E SR 44.

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

The applicant plans to modify the existing property from Agricultural (County) to Commercial (City) and incorporate it into parcel G16-073.

The parcel is within the 2019 Utility Service Boundary. The applicant will need to work with the City Utilities department to connect to utilities when development is proposed.



Shaun Raja, Planner I,
Development Services Department

ORDINANCE NO. O2023-18

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 4 ACRES LOCATED SOUTH ALONG C 44A, APPROXIMATELY 0.14 MILES NORTH OF E SR 44, IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is located along C 44A, approximately 0.14 miles north of E SR 44, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by MGE Holdings LLC, is more particularly described as follows:

Parcel G16-107
MGE Holdings LLC (OWNER)
4 Acres +/-

LEGAL DESCRIPTION

PARCEL G16-107:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID POINT ALSO BEING

THE NORTHEAST CORNER OF OAK PARK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 32, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S. 00°41'38" W., 871.83 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE S. 68°56'13" E. ALONG SAID NORTHERLY RIGHT OF WAY LINE, 249.98 FEET; THENCE N. 21°02'46" E., 686.20 FEET TO A POINT ON THE EAST LINE OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 3229, PAGE 138, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N. 21°00'37" E. ALONG SAID EAST LINE, A DISTANCE OF 448.94 FEET TO THE SOUTHERLY LINE OF FORMER S.A.L.R.R. RIGHT-OF-WAY LINE; THENCE S. 51°24'52" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 542.95 FEET; THENCE S. 38°35'54" W. DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 299.15 FEET; THENCE N. 68°57'55" W., A DISTANCE OF 427.21 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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

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

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

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



AN 2303-002

PEN-A-CKLE PICKLEBALL PAVILION

PARCEL G16-107

MAP 1B

**LOCATION
MAP**

**APRIL
2023**



City of Wildwood, Florida
PUBLIC NOTICE
Development Services Department
www.wildwood-fl.gov

April 13, 2023

BRAINARD DAVID L & MICHELL A T
3858 INFINITY RUN
THE VILLAGES, FL 32163

Your Parcel Number(s): G16G029

THIS LETTER IS TO INFORM YOU OF A PUBLIC HEARING FOR A PROPERTY NEXT TO YOURS.

NO CHANGES WILL BE MADE TO YOUR PROPERTY.

TO: Property owners in the vicinity of a property which is being considered by the City Commission for annexation.

APPLICANT: Lamar Underwood
OWNERS: MGE Holdings LLC
CASE NUMBER: AN 2303-002
PARCEL NUMBERS: G16-107

The subject property is located south along C 44A, approximately 0.14 miles north of E SR 44.

A public hearing before the City Commission will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **Monday, May 8, 2023 at 9:00 a.m.**

O2023-18 proposes a voluntary annexation of the above-listed parcel.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

The proposed Ordinance may be inspected by the public at the Development Services Department, Wildwood City Hall, between the hours of 8:00 a.m. to 5:00 p.m. weekdays.

APPEAL: NECESSITY OF RECORD. In order to appeal the Commission's decision in this matter, a verbatim record of the proceedings is required. The City Commission and the City of Wildwood assume no responsibility for furnishing said record.

☐ I support this request.

☐ I do not object to this request.

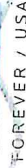
☒ I do not support this request for the following reason(s)

At least move it to 44-Away
from residential areas!!

Light & noise
Build a berm for noise
we have just invested thousands
of \$ into our outdoor space that
will now be ruined. our bedrooms
face 44A. our property values
will drastically fall.
Increase of noise.



25 APR 2023 PM 4 L

[illegible]

Abstract

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Approval for the Purchase of One (1) 2023 Ford Police Interceptor from Duval Ford in the Amount of \$45,304

REQUESTED ACTION: Staff recommends approval

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Fleet Services is requesting approval for the purchase of one (1) 2023 Ford Police Interceptor from Duval Ford for the amount of \$45,304.00.

This vehicle will replace a patrol unit that was recently in an accident and totaled. Pending funds from the insurance company will cover the majority of the cost of this vehicle.

CITY OF WILDWOOD

Prepared for:		Contract Holder		DATE:	
CITY OF WILDWOOD STEVE WATSON 352-330-1335 swatson@wildwood-fl.gov		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210		4/24/23	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL					
		We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA22-VEL30.0 Heavy Equipment and Trucks FSA22-VEH 20.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment	Price		
0	SPEC 226	2023 FORD POLICE INTERCEPTOR GAS AWD - K8A	\$ 41,361.00		
0	99B.44U	3.3L TI-VCT V6 ENGINE	NC		
0	INCL	POWER WINDOWS & DOOR LOCKS	NC		
0	INCL	FRONT LICENSE BRACKET	NC		
0	INCL	BACKUP CAMERA	NC		
0	55F	KEYLESS ENTRY	NC		
0	INCL	BLUETOOTH	NC		
0	INCL	FACTORY WIG WAG HEADLIGHT FLASHERS	NC		
0	51T	DRIVER SIDE LED SPOT LIGHT- WHELEN	\$ 419.00		
0	19V	REAR CAMERA ON DEMAND	\$ 229.00		
0	86T	REAR TAIL LAMP HOUSING	\$ 59.00		
0	43D	COURTESY LAMP DISABLE	\$ 24.00		
0	47A	POLICE ENGINE IDLE FEATURE	\$ 259.00		
0	52P	DOOR LOCK PLUNGER- INCLUDES INOPERABLE REAR DOORS, WINDOWS & LOCKS	\$ 159.00		
0	55B	BLIND SPOT INFORMATION SYSTEM	\$ 544.00		
0	60A	WIRING GRILL/LAMP/SIREN/SPEAKERS	\$ 49.00		
0	76P	PRE-COLLISION ASSIST	\$ 144.00		
0	76R	REVERSE SENSING SYSTEM	\$ 274.00		
0	TINTA	DEEP TINT WITH STRIP	\$ 365.00		
0	WTCH4	WEATHER TECH LASER CUT FLOOR LINERS- 4 PIECE	\$ 346.00		
0	TAG.TTO	NEW CITY TAG	\$ 173.00		
0	OOS	OUT OF STOCK DEALER INVENTORY: 7272/ PGA22272	\$ 899.00		
0					
0	YZ	EXTERIOR: OXFORD WHITE	NC		
0	96	INTERIOR: BLACK CLOTH SEATS FRONT & VINYL REAR	NC		
0		VINYL FLOOR	NC		
VENDOR COMMENTS		VEHICLE IS CURRENTLY ON THE GROUND AT DUVAL FORD			
UNIT COST			\$ 45,304.00		
TOTAL QUANTITY		1	TOTAL PURCHASE		\$ 45,304.00

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Kimley-Horn Amendment #3 to Work Authorization #14 for Pleasantdale Drive in the Amount of \$36,000

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT: Funding for the services will be allocated from account 301-541-60-6301

HISTORY/FACTS/ISSUES:

Kimley-Horn recently completed design, permitting, and bid services for the Pleasantdale Drive Roadway Rehabilitation project in accordance with Work Authorization (WA) #14. The City solicited and awarded the Pleasantdale Drive project to DB Civil Construction in accordance with the design and bid specification. Proposed Amendment #3 is to provide the required construction phase services to complete the Pleasantdale Drive project. The construction phase services will include construction site visits, meetings, responding to construction design specifications, shop drawing submittal approvals, testing and inspection compliance, payment application approvals, substantial completion verification, and final closeout documentation. The services are proposed as a not-to-exceed fee that will be billed at an hourly rate as services are required.

**AMENDMENT NUMBER 3 TO THE WORK AUTHORIZATION 14
BETWEEN KIMLEY-HORN AND ASSOCIATES, INC.
AND THE CITY OF WILDWOOD**

AMENDMENT NUMBER 3 DATED May 1, 2023 to Work Authorization (WA) 14 between the City of Wildwood ("City") and Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") dated April 26, 2021 ("WA") concerning Pleasantdale Drive Improvements (the "Project").

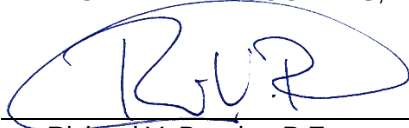
Kimley-Horn entered WA 14 with the City for the furnishing of professional services, and the parties now desire to amend the WA.

Therefore, it is mutually agreed that the WA is amended to include Additional Services to be performed by Kimley-Horn and provisions for additional compensation by the City to Kimley-Horn. The parties ratify the terms and conditions of WA 14 not inconsistent with this Amendment, all of which are incorporated by reference.

ACCEPTED:
CITY OF WILDWOOD

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Richard V. Busche, P.E.

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: May 1, 2023

G:\New Business\Public Sector\City of Wildwood\2023\NJM142173388 - Pleasantdale Drive\Amendment No. 3\Amd 3 to WA 14.docx

Project Understanding

On April 26, 2021, Kimley-Horn was retained to design and permit roadway, stormwater, and utility improvements along Pleasantdale Drive. The project is now awarded for construction. This Amendment is for the performance of construction phase services, as described below. All terms and conditions of the original WA shall remain effective.

Scope of Services**Task 1 – Construction Phase Services.**

Consultant will provide the following construction phase services as needed and stated below:

- A. Site Visits and Construction Observation. Kimley-Horn will make up to 12 site visits during construction to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep the City informed of the general progress of the work.
 - 1) Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.
- B. Construction Meetings. Consultant will attend up to three (3) construction meetings on-site, at the City, or via teleconference.
- C. Recommendations with Respect to Defective Work. Consultant will recommend to City that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- D. Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the City. This task can include preparation of up to three (3) plan revisions as necessary.
- E. Change Orders. Consultant may recommend Change Orders to the City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. Shop Drawings and Samples. Consultant will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- G. Substitutes and "or-equal/equivalent." Consultant will evaluate and determine the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- H. Inspections and Tests. Consultant may require special inspections or tests of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract

Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

- I. Disputes between City and Contractor. Consultant will, if requested by City, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision.
- J. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- K. Substantial Completion. When requested by Contractor and City, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- L. Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.
- M. Construction Closeout. Consultant will prepare and submit final construction certifications to the City of Wildwood and to FDEP.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Task 1 on a labor fee plus expense basis with the maximum labor fee shown below.

Description	Fees
Task 1 – Construction Phase Services	\$36,000.00

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the City. Should the City request Kimley-Horn to advance any such project fees on the City's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the City.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CPH, LLC Agreement to Provide Owner Support Services for the Wildwood Garage Project in the Amount of \$64,440

REQUESTED ACTION: City Manager recommends approval.

CONTRACT:

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

BUDGET IMPACT: Funds are allocated in line item 301-516-60-6301 (Downtown Master Plan Projects - Capital Improvement Fund)

HISTORY/FACTS/ISSUES:

The City, G3 Development, and their construction team are currently in the pre-construction phase of the new parking garage that will be constructed at the City's surface parking lot on the west side of US 301 at Oxford Street pursuant to various contracts approved by the City Commission. A critical milestone of the project is the execution of a Design-Build Contract between the parties. Once the Design-Build Contract is approved by the City Commission, the construction design and permitting of the project will be initiated. Once the design plans are approved and permitted, the construction of the parking garage may begin.

The attached proposal from CPH, LLC is to provide architectural and engineering review and owner-representative services throughout the pre-construction and construction of the parking garage.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CPH, LLC.
AND
THE CITY OF WILDWOOD, FLORIDA
FOR
ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE

WILDWOOD GARAGE
OWNER REPRESENTATIVE SERVICES
IN
WILDWOOD, FLORIDA



April 6, 2023

This Agreement is composed of Part I and Part II. Part I includes Project Description, Client Furnished Information, Compensation, and Authorizations. Part II includes CPH's Agreement for Architectural Continuing Professional Services for City of Wildwood (1 year extension to Contract plus original Agreement), dated March 9, 2022 (Exhibit A) and a Detailed Scope of Service.

Together, Parts I and II constitute the entire agreement between the City of Wildwood, Florida, herein after called the "CLIENT", and CPH, LLC., herein after called "CPH" for this Scope of Work.

PART I

PROJECT DESCRIPTION

CLIENT proposes to work with a developer, GC Development of Lake County, Inc., to develop/design/build a new Parking Garage located at the northwest corner of Oxford Street and North Main Street (101 and 107 South Main Street and 100 Wonders Street) in Wildwood, Florida. It is our understanding the development will consist of a ground level plus three elevated decks of parking with a total of 126 parking spaces.

At this time, CLIENT requests CPH to prepare a proposal for Owner Support Services for the project. A detailed description of the proposed Scope of Services is provided in Exhibits B-C of this Agreement.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. The Client shall guarantee access to and make provisions for CPH to enter private lands as required by CPH to perform their work under this Agreement. The CLIENT shall provide CPH with project-related information including, but not limited to, the following:

- Design/Build Contractor's drawings and specifications for the project
- Current Geotechnical Investigation information
- Phase I Environmental Site Assessments (if applicable)
- CLIENT Design Requirements
- Site Wayfinding and Building Signage requirements (if applicable)
- A proposed project design and construction schedule from the Developer and Design/Build Contractor
- Any documents, agreements, plans, investigations and/or pertinent information concerning this project or project site to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement. CPH will notify CLIENT if information provided is not sufficient. If it is determined CPH must reproduce, organize or spend time amending information provided

by CLIENT so that it can be appropriately utilized, an amendment to this contract and additional fee will be required.

PROJECT SCHEDULE

CPH will begin performance of the above services upon receipt of the executed contract.

A preliminary milestone schedule has been provided by CPH. Based upon this preliminary schedule, the anticipated duration of each phase of the project is as follows. This schedule is dependent on the CLIENT providing all required information and reviews in a timely manner. Extensions to the project duration will be reviewed on a case by case basis and may be cause for additional services billed at the Standard Hourly Rates included as a part of this proposal or as an approved negotiated lump sum.

PHASE	ANTICIPATED DURATION
Design & Documentation	4 MONTHS
Permitting	2 MONTHS
Bidding/Final Negotiations	1 MONTH
Construction	9-10 MONTHS

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either Lump Sum or Hourly. Refer to the Standard Hourly Rate Schedule (Exhibit B) to be utilized on this project. The following is the summary breakdown of fees by discipline. Tasks that are identified as Hourly have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

DISCIPLINE	Fee
EXHIBIT C – OWNER SUPPORT SERVICES (DESIGN PHASE)	\$32,480.00
EXHIBIT D – OWNER SUPPORT SERVICES (CONSTRUCTION PHASE)	\$30,960.00
Direct (Non-Reimbursable) Expenses included in fees	\$ 1,000.00
PROJECT TOTAL FEE	\$64,440.00

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH has incorporated the following Direct (non-reimbursable) project specific expenditures – including the following items:

- Car travel – we have incorporated up to 18 trips to CLIENT's Office and Project Site for coordination meetings, on-site construction Owner/Contractor and/or coordination trips to the project site during the course of the work.
- Printing costs for in-house printing

If deemed necessary, the following expenses were NOT incorporated into the design fee above and would, if incurred, be considered "reimbursable expenses" – invoiced at cost plus an administrative markup of 10%:

- Car travel for any additional trips beyond the initial 18 trips – will be based upon current IRS rates
- Expenses for car rental, and meals, if required for any need.
- Costs charged to CPH by others outside of CPH, to include but not be limited to FedEx/Delivery Services, Courier Services, Application Fees, Review Fees, and Permit Fees.
- Any subconsultants determined to be hired/coordinated by CPH on the CLIENT's behalf.
- Out of house printing for the project – as incurred.

CPH, INC. AUTHORIZATION

By:



Sidney K. (Ket) West II, AIA NCARB
Principal Architect

CLIENT AUTHORIZATION

The City of Wildwood, Florida acknowledges receipt of, and agrees with, Part I and Part II of THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CPH CONSULTING, LLC DBA CPH, LLC AND THE CITY OF WILDWOOD, FLORIDA for the Wildwood Garage project dated April 6, 2023, which constitutes the entire Agreement between CPH CONSULTING, LLC DBA CPH, LLC and the City of Wildwood, Florida.

The CLIENT's representative for this project is Jason McHugh, CPM, AICP – City Manager for the City of Wildwood, Florida. Any additional representatives for the scope of work can be identified later by the CLIENT.

Total Labor Fees for services proposed herein is as listed in Compensation section plus reimbursable expenses.

It is understood that any required fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT.

Payment for services rendered will be due within forty-five (45) days of invoicing. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become over forty-five (45) days past due. In the event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT's failure to meet project deadlines imposed by governments, lenders, or other third parties. Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for nonpayment of the invoices.

This proposal is void if not executed and returned to CPH within 30 days of CPH's execution of the proposal.

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined above.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

By: _____
Signature

Printed Name

Title: _____

Date: _____

PART II

EXHIBIT A – AGREEMENT FOR ARCHITECTURAL CONTINUING PROFESSIONAL SERVICES FOR CITY OF WILDWOOD, dated April 8, 2019 - with 1 Year Extension to Contract, dated March 9, 2022

EXHIBIT B – OWNER SUPPORT SERVICES – SCOPE OF WORK (DESIGN PHASE)

EXHIBIT C – OWNER SUPPORT SERVICES – SCOPE OF WORK (CONSTRUCTION ADMINISTRATION PHASE)



March 9, 2022

David A Gierach, P.E.
CPH, Inc.
500 W. Fulton Street
Sanford, Florida 32771

RE: 1-Year Extension to Contract for Architectural Continuing Professional Services

Mr. Gierach:

Please accept this letter as formal notification of the City's intent to renew the above-referenced contract for a period of 1 (one) additional year pursuant to Article 4 of the Master Agreement. I have included a copy of the agreement for reference.

This letter will serve as an extension to the Master Agreement through April 8th, 2023.

On behalf of the City, I want to thank you and your team for your consistent and reliable service. I look forward to continuing our working relationship.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Jason McHugh', is written over a blue oval-shaped stamp.

Jason McHugh
City Manager

Enclosures

**AGREEMENT FOR ARCHITECTURAL CONTINUING PROFESSIONAL SERVICES
FOR**

CITY OF WILDWOOD

THIS AGREEMENT, entered into on the 8th day of April, 2019, between the CITY OF WILDWOOD, a political subdivision of the State of Florida, hereinafter referred to as the CITY, and CPH, Inc., a Florida corporation, with offices in 500 West Fulton Street, Sanford, FL 32771, hereinafter referred to as the CONSULTANT.

WHEREAS, the City desires architectural services under a continuing contract; and

WHEREAS, the Consultant desires to render certain Architectural Services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City, through a competitive selection process conducted in accordance with the requirements of law and City policy has determined that it would be in the best interest of the City to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The City hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

Consultant shall provide Continuing Professional Architectural Services in accordance with the Scope of Services set forth in **Attachment "A"**, attached hereto and incorporated by reference.

ARTICLE 3 - THE CITY'S RESPONSIBILITY

Except as provided in the Scope of Service, the City's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The City hereby designates Architectural Services to act on the City's behalf with respect to the Scope of Services. The designated Department Director or Manager, under the supervision of the City Manager shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for a three (3) year period beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual

agreement between both parties. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the City's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the City and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The City shall pay Consultant in accordance with the provisions contained in the Fee Schedule, which is attached hereto as **Attachment "B"**, and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the ordering Department Director or Manager, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The City reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the City shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 Consultant shall timely provide all documentation as requested by City for work performed on a time and material basis. The City shall verify the charges against each task performed, i.e. time sheet, sub-consultant invoices, etc.

5.4 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.5 Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

City Clerk, Finance Department
City of Wildwood
100 N Main Street
Wildwood, FL 34785

Invoices may also be sent via email to: City Clerk (csmith@wildwood-fl.gov) or other authorized employee with the word INVOICE in the subject line.

Each invoice shall include, at a minimum:

- Consultant's name
- Remittance address
- Invoice number
- Date
- Amount due

- Purchase order number
- Name of City Department that order the services
- Name and phone number of City contact person
- Name of Project, identification number and description
- Any additional information identifying the work assignment

Payment may be delayed if the invoice is missing information. Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the Consultant for correction.

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 – DOCUMENTS

The documents which comprise this Agreement between the City and the Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement;
- 7.2 The Scope of Services attached hereto as Attachment "A";
- 7.3 Fee Schedule attached hereto as Attachment "B";
- 7.4 Any written amendments, modifications or Addenda to this Agreement; and
- 7.5 Work authorizations assigning specific projects.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In carrying out the contract, the Consultant shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin and agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

Consultant 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 Consultant and other persons employed or utilized by the Consultant, in the performance of the contract.

ARTICLE 11 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The City shall have no right to supervise the methods used, but the City shall have the right to observe such performance. Consultant shall work closely with the City in performing services under this Agreement.

ARTICLE 12 - EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

14.1 The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

14.1.1 Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City within ten (10) days' written notice of cancellation and/or restriction.

14.1.2 Comprehensive General Liability: Coverage must include:

- a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. City is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

14.1.3 Professional Liability:

- a. Consultant agrees to maintain Professional Liability with limits of not less than \$2,000,000 for professional services rendered in accordance with this Agreement.
- b. Consultant shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- c. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the City within thirty (30) days of the change.

14.1.4 Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage;
- b. Owned Vehicles;
- c. Hired and Non-Owned Vehicles;
- d. Employee Non-Ownership; and
- e. Additional Insured. City is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) days' written notice of cancellation and/or restriction.

14.1.5 Umbrella Policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$5,000,000 per occurrence;

- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000;
- c. Auto liability: Underlying Combined single limit of \$1,000,000; and
- d. Employers' Liability: Underlying limit: \$500,000/\$500,000/\$500,000.

14.1.6 Additional Insured. City is to be specifically included as an additional insured.

14.1.7 Notice of Cancellation and/or Restriction. The policy must be endorsed to provide City with ten (10) day's written notice of cancellation and/or restriction.

14.2 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the City. Title Certificates of Insurance shall be filed with City before this Agreement is deemed approved by the City. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the City, its officers, employees, and agents to the extent of the City's interest arising from any contract agreement between City and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

14.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the City, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the City with financial information concerning any self-insurance fund insuring Consultant. At the City's option, a Best's rating or Self-Insurance Fund financial information may be waived.

ARTICLE 15 - ACCESS TO PREMISES

The City shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the City for any and all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to the City, the City may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to

termination the City shall provide written notice of the specific conditions warranting default, and the City shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Sumter County.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision

by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 Personnel/Project Team: Changes in personnel or the project team assigned to each work authorization shall not be permitted without prior written consent of the City.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

20.5 This Agreement represents, together with the RFQ, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the City and the Consultant and may be amended only by written instrument signed by both the City and the Consultant.

20.6 Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20.7 No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the Consultant and the City.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Wildwood in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 – NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City of Wildwood
Attn: City Manager
100 N Main Street
Wildwood, FL 34785

With a copy to the City Attorney at:

Hunt Law Firm, P.A.
Attn: Ashley S. Hunt, Esq.
601 S. 9th Street
Leesburg, Florida 34748

CONSULTANT:

CPH
Attn: David A Gierach
500 W. Fulton Street
Sanford, Florida 32771

25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Electronic transmission of notice via e-mail is acceptable. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

ARTICLE 26 - CONSULTANT'S ACCOUNTING RECORDS

26.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

26.2 The Consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the City's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records,

written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The City shall not audit payroll and expense records on task assignments paid by lump sum fee.

26.3 The City reserves the privilege of auditing a Consultant's records as such records relate to compensation for services between the City and said Consultant. Records should be maintained for three (3) years after the date of final payment.

26.4 The City's agent or authorized representative shall have access to the Consultant's facilities and all necessary records in order to conduct audits in compliance with this Section. The City's agent or authorized representative shall give the Consultant reasonable advance notice of intended inspections, examinations, and/or audits.

ARTICLE 27 - CONFLICT OF INTEREST

27.1 By accepting award of this Contract, the Consultant, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the Consultant's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for a project for which the Consultant is furnishing its services required hereunder.

27.2 If, in the sole discretion of the City Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the City Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the City.

ARTICLE 28 - NONAPPROPRIATION

The Consultant understands and agrees that this Contract is subject to the availability of funds to the City to purchase the specified products/services. As used herein, a nonappropriation shall be defined as an occurrence wherein the City, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The City may terminate this Contract, with no further liability to the Consultant, effective the first day of a fiscal period provided that:

- a) A nonappropriation has occurred, and

b) The City has provided the Consultant with written notice of termination of less than fifteen (15) days before the proposed termination date.

c) In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

Upon the occurrence of such nonappropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

ARTICLE 29 – PUBLIC RECORDS

Public Records Compliance. In addition to other contract requirements provided by law, the Consultant must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service to the City under this agreement;

B. Upon request from the City's custodian of public records, provide the City with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law;

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure of the Consultant to abide by the terms of this provision shall be deemed a material breach of this Agreement and the City may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CUSTODIAN OF PUBLIC RECORDS AT 352-330-1330.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name
of CPH, Inc.

City of Wildwood, by and through its Board
County Commissioners

By: 

Print Name: David A. Gierach

Title: President

Date: 2/28/19

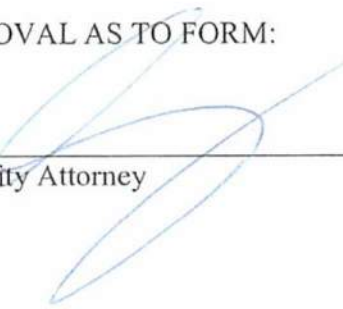
By: 
Ed Wolf, Mayor

Date: 4/8/2019

ATTEST:
Cassandra Smith, City Clerk

Signed: 

APPROVAL AS TO FORM:

By: 
City Attorney

ATTACHMENT "A"
**SCOPE OF SERVICES TO BE
FURNISHED BY THE CONSULTANT**

The CONSULTANT shall furnish all services, equipment and manpower necessary for the work assignment Task Order in accordance with the intent of the AGREEMENT.

The CONSULTANT shall provide the following, if requested:

- A. Support to CITY staff in development of a scope of services
- B. Project Implementation Services for design such as: Feasibility studies and reports, Building Assessments, Design development and construction documents preparation, Bid Development and Procurement, Permitting, Project Scope Preparation, Project Design, Conduct/Assist in Public Information Meetings, Utility Coordination, Access Connection, and Cost Estimating
- C. Coordination of plan review through Development Services
- D. Status meetings at a minimum of one each month
- E. Project Management support
- F. Any other miscellaneous architectural services required by the CITY as directed by the CITY'S Administration, Directors or Designee.

Other Services (Services to be defined with each specific WORK assignment) which may include, but not limited to:

- A. Survey Work – Assist the CITY in conducting surveys of construction projects. All surveys shall be certified by a Professional Land Surveyor (PLS).
- B. Civil Engineering
- C. Mechanical/Electrical/ Plumbing Engineering
- D. Environmental Permitting Services
- E. Geotechnical Services
- F. Acoustical
- G. Security
- H. Landscape Architecture
- I. Building Envelope Waterproofing/Roofing
- J. Grant Writing Services

- K. Copy and Reproduction Support – Assist the CITY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.**
- L. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the CITY when requested.**

ATTACHMENT "B"

CONSULTANT HOURLY RATE SHEET

CONSULTANT NAME: CPH, Inc.

DATE: 2/28/19

[illegible]

Rates & Reimbursables

CPH Standard Rates	
Category	Rate
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Principal Environmental Scientist	\$175
Senior Environmental Scientist	\$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$135
Senior Architectural Manager	\$130
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural Coordinator	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Principal MEP Engineer	\$180
Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
Senior Graphic Designer	\$140
Graphic Designer	\$80

CPH Standard Rates	
Category	Rate
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Project Designer	\$135
Project Designer	\$115
Senior Design Technician	\$105
Design Technician	\$95
CADD Technician	\$75
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Principal Surveyor	\$170
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110
Survey Party Chief	\$85
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$155
Survey Crew (Construction Staking - 2 Man)	\$180
Survey Crew (3 Man)	\$225
GPS (1 Man) / Robotics	\$145
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)

8.5 x 11	\$0.05 Each
8.5 x 14	\$0.10 Each
11 x 17	\$0.20 Each

Copies (Color)

8.5 x 11	\$0.25 Each
8.5 x 14	\$0.30 Each
11 x 17	\$0.35 Each

Mylars

24 x 36	\$9.00 Each
32 x 42	\$13.00 Each

Plots (B&W)

11 X 17	\$ 0.21 Each
12 X 18	\$ 0.24 Each
15 X 21	\$ 0.35 Each
34 X 22	\$ 0.83 Each
24 X 36	\$ 0.96 Each
30 X 42	\$ 1.42 Each
36 X 48	\$ 1.92 Each

Plots (Color/Bond)

24 x 36	\$24.00 Each
30 x 42	\$35.00 Each
36 x 48	\$48.00 Each

Mileage

Phone
Postage

Outside Reimbursables

At Current IRS Rates

At Cost
At Cost
At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: March 5, 2018



EXHIBIT B – OWNER SUPPORT SERVICES – SCOPE OF WORK (DESIGN PHASE)

1.0 BASIC SERVICES

OSS 1.0 – OWNER SUPPORT SERVICES

CPH proposes to perform the following scope of work during the Design Phase of the work:

Task 1.1 - CPH will participate in one (1) kick off meeting or conference call with the CLIENT to review the overall development and project goals.

CPH will conduct one (1) site visit to the project site prior to the design work.

Task 1.2 - CPH will review the Owner/Design Builder Agreement and provide a list of any concerns or questions for the CLIENT to coordinate with the Design/Build firm developing the project.

Task 1.3 - CPH will perform one Peer Review during the Design Phase to review the Architecture, Structural Engineering, Mechanical Engineering, Plumbing Design, Electrical Engineering, Civil Engineering – reviewing completeness of documents. Documents will be provided by the Design/Build company on behalf of the CLIENT. Peer Review will be performed by a Florida Licensed Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, and a Civil Engineer

A report of findings from the Peer Review will be provided to the CLIENT and to the Design Build Company representative.

Task 1.4 - CPH will attend up to EIGHT meetings (four meetings in the CLIENT's office and four meetings via Teams/Zoom format meeting) with the CLIENT and the Design/Build development company during the Design Phase to coordinate and review the design work.

Task 1.5 - CPH will provide up to 8 hours of time to coordinate with the CLIENT and Design/Build development company during the Permitting process.

2.0 COST AND COMPENSATION

Services under Basic Services will be provided on a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
OSS-1.1	Kickoff Meeting/Site Visit	Lump Sum	\$ 1,800
OSS-1.2	Review Agreements	Lump Sum	\$ 2,460
OSS-1.3	Peer Review	Lump Sum	\$20,300
OSS-1.4	Design Coordination Meetings for CLIENT	Lump Sum	\$ 6,480
OSS-1.5	Permitting Coordination for CLIENT	Lump Sum	\$ 1,440
OSS (Design) Scope Total			\$32,480.00

3.0 SERVICES NOT INCLUDED

The Owner Support Services scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Standard Hourly Rates included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

EXHIBIT C – OWNER SUPPORT SERVICES - SCOPE OF WORK (CONSTRUCTION ADMINISTRATION PHASE)

1.0 BASIC SERVICES

ARCH-1.0 DUE DILIGENCE & CONCEPT DESIGN

OSS-1.1 OWNER SUPPORT SERVICES (CONSTRUCTION ADMIN PHASE)

CPH shall provide the following scope of work during the Construction Administration Phase of services:

Task 2.1 CPH will attend an OAC Kickoff Meeting with the CLIENT and the Design/Build company team on the site of the new garage.

Task 2.2 CPH will attend on-site monthly site visits (up to 10 monthly visits).

- CPH will support the Owner to ensure that the Design/Build company is constructing the new parking garage per the approved construction documents.

Task 2.3 - CPH will provide Owner coordination services on behalf of the CLIENT during the course of the Construction Administration Phase of the project. Services may include:

- Reviewing and advising on up to two Change Order requests that may be submitted by the Design Builder to the CLIENT.
- Advising on any construction concerns and decisions that must be coordinated with the CLIENT and the Design/Build company during the course of the project.

Task 2.4 – CPH will provide Closeout Services in coordination with the CLIENT and the Design/Build company's team – services would include:

- Attend one Punchlist Review at the Substantial Completion of the project.
- Attend one Final Review at the completion of the project.
- Review the Design/Builder's Operation and Maintenance Documentation to ensure that the Design/Build company has provided as-built drawings, operations and maintenance data, and any other documentation required by the CLIENT at the end of the project.

2.0 COST AND COMPENSATION

Services under Basic Services, will be provided on a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
OSS-2.1	Construction Kickoff Meeting	Lump Sum	\$ 1,440
OSS-2.2	On Site Construction Meetings	Lump Sum	\$11,520
OSS-2.3	Construction Coordination Services	Lump Sum	\$14,400
OSS-2.4	Closeout Services	Lump Sum	\$ 3,600
Owner Service (Construction) Scope Total			\$30,960.00

3.0 SCOPE OF WORK CLARIFICATIONS

The Owner Support Services scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Standard Hourly Rates included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Employment Contract for Police Officer Recruit F. Terracciano

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The Wildwood Police Department recently conducted interviews to select two individuals to receive the annual A.J. Johnson Police Scholarship. At the conclusion of the process, the recipients chosen were Federica Terracciano and Jacob Wright.

The cost of sending two individuals to the academy is \$10,000. The funding for the scholarships is broken down as follows:

\$5,000 donation from Mr. Steve Munz,

\$2,500 state refund from previous recipient, Tyler Jackson, successfully graduating from the academy,

\$1,800 donations from Village residents.

The total amount available is \$9,300. This will leave a shortfall of \$700 which will be funded from the WWPD budget.

LAW ENFORCEMENT ACADEMY REIMBURSEMENT AND SUBSEQUENT EMPLOYMENT AGREEMENT

THIS AGREEMENT CONCERNING Law Enforcement Academy Reimbursement and Subsequent Employment (“Agreement”) is entered into effect this **8th day of May, 2023** (even though it may be executed on other dates) by and between:

- City of Wildwood, a Florida municipal corporation (“City”) and
- **Federica Terracciano** (“Employee”), whose address is **4785 SE 149th Place Summerfield FL 34491**

Recitals

- A. WHEREAS, Employee desired to become employed as a sworn officer for the City; and
- B. WHEREAS, City is committed to providing the highest qualified sworn police officers possible to serve the needs of the City’s citizens; and,
- C. WHEREAS, the services to be rendered by the Employee under this Agreement requires special training, skill and education and this Agreement is entered into for the purpose of obtaining, training and employing Employee for such services to the City; and
- D. WHEREAS, this Agreement is entered into, in part, pursuant to Florida Status, §943.16; and
- E. WHEREAS, City will pay or reimburse Employee the full cost of tuition and other course expenses to attend an approved basic recruit training program; and
- F. WHEREAS, City will reimburse Employee the full cost of the Florida State Officer Certification Examination (“SOCE”) one (1) time only; and
- G. WHEREAS, Payment or reimbursement by the City of Employee’s cost of tuition, other course expenses, and the full cost of the SOCE is considered a Loan Agreement for the purposes of this Agreement.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Employment.** City hereby employs Employee as a probationary employee with the City of Wildwood Police Department as set forth herein on this **8th day of May, 2023** (“Employment Date”).

2. **Probationary status.** Employee shall be employed on a probationary status with the term of probation to last from the Employee's initial employment date until one (1) year after Employee is sworn in as a sworn law enforcement officer. The initial employment date shall be the Employment Date set forth above in paragraph 1. The probationary period includes the time the Employee is enrolled in the Florida Law Enforcement Academy (the "Academy"), as well as, the time the Employee is engaged in the Wildwood Police Department's Field Training Officer training program. During this probationary period Employee shall be an "at will" employee who may be terminated from employment for any reason at any time not otherwise prohibited by State or Federal law. Upon completion of the probationary period set forth herein, Employee's status shall be that of any other sworn police officer employed by the City consistent with the Employee's rank and time of service, except as otherwise provided for in this Agreement. It is anticipated by the City that the Employee will successfully complete the Academy during the initial term. Following graduation Employee will successfully sit for and pass the Florida SOCE and complete, to the City's satisfaction, the Wildwood Police Department's Field Training Officer training program on schedule. If for any reason Employee fails or falls behind the schedule for completion of these requirements, the City may, at its option, immediately terminate this Agreement.

3. **Salary and Benefits During the Probationary Employment.**

- A. **Salary:** So long as the Employee remains in good standing with the Wildwood Police Department, he or she will be paid in regular bi-weekly intervals as a regular Wildwood Police Department employee. Employee's salary while a student at the Academy at the College of Central Florida will be \$31,200.00. Employee's salary after successfully passing the SOCE and starting the Wildwood Police Department's Field Training Officer training program will be \$51,000.00.
 - B. **Benefits.** Employee shall be entitled to all benefits regular City employees are entitled to during the probationary period. Insurance benefits will commence the first day of the month after 30 days following date of hire.
4. **Basic Recruit Training.** Employee shall attend and complete the Basic Recruiting Training Program at the College of Central Florida for the term starting on **May 22, 2023**.
 5. **Other Course Expenses.** For purposes of the Agreement "other course expenses" includes books, uniforms, ammunition, testing cards, and miscellaneous educational expenses approved by the Chief of Police.

6. **State Officer Certification Examination.** Upon completion of the Academy at the College of Central Florida, Employee shall register for and take the next scheduled SOCE.

7. **Employee Obligation.**

- A. Prior to employment, Employee must meet the minimum eligibility standards for a sworn police officer pursuant to the Criminal Justice Standards and Training Commission.
- B. Prior to employment, Employee must meet the minimum eligibility standards for acceptance into the Academy at the College of Central Florida.
- C. The City will directly purchase tuition and other course materials on behalf of the Employee.
- D. Employee shall be required to take the SOCE within five (5) days of graduation from the Academy. If Employee does not pass the SOCE on the first try, Employee will be allowed one (1) additional opportunity (at employee's expense) to take and pass the SOCE. However, Employee must retake the SOCE within five (5) days of their first attempt of taking the SOCE. Both examinations must be completed no later than ten (10) days after Employee graduates from the Academy.
- E. Employee must maintain an 80% average score or better on course work while attending the Academy.
- F. Employee must maintain 100% attendance in the Academy.
- G. Employee must successfully complete the Wildwood Police Department's Field Training Officer training program within twenty-six (26) weeks of graduation from the Academy.
- H. Employee must remain continuously employed by the Wildwood Police Department for three (3) years from the date that Employee successfully completes the Wildwood Police Department's Field Training Officer training program.
- I. Employee shall devote Employee's full time, attention, energies and best efforts to the Wildwood Police Department.
- J. Employee shall perform all duties assigned to Employee to the best of Employee's ability and in a manner satisfactory to the Wildwood Police Department.
- K. Employee shall abide by and carry out the policies of the Wildwood Police Department as promulgated from time to time.

8. **Loan Agreement.** Employee agrees that payment by the City of Employee's tuition to the College of Central Florida, other course expenses, and/or full cost of the SOCE are a loan between City and Employee creating a loan agreement ("Loan Agreement"). This Loan Agreement shall remain in effect between City and Employee up to and until Employee fulfills the Term of Employment Obligation set forth in paragraph 10 of this Agreement, at which time City shall forgive said loans. Only upon fulfillment of Employee's obligations under paragraph 10 of this Agreement will the City forgive such loans.

9. City Obligations.

- A. As applicable, City will pay either the full cost or the remaining balance of Employee's tuition and other course expenses while attending the Academy at the College of Central Florida if Employee is already enrolled at the time of this Agreement.
- B. City will pay Employee the salary and benefits set forth in paragraph 3 above during Employee's probationary period and thereafter pay Employee pursuant to the City of Wildwood's pay policies.
- C. City will reimburse Employee or pay directly the full cost of the SOCE) one (1) time only. Thereafter, the Employee shall be responsible to pay the cost of the additional SOCE required under paragraph 7D of this Agreement, if necessary.

10. **Terms of Employment Obligations.** Employee shall remain employed with the City of Wildwood Police Department on a continuous full-time basis for three (3) years from the time Employee successfully completes the Wildwood Police Department's Field Training Officer training program. Two (2) years are for the costs of tuition pursuant to Florida Statute §943.16 and one (1) year is for the salary paid by City to Employee while attending the Academy and subsequent training with the Wildwood Police Department's Field Training Officer training program.

11. **Failure to Comply.** If employee fails to comply with this Agreement, including the required employment as a sworn police officer during the three (3) years of service owed herein then:

- A. City may terminate Employee's employment; and
- B. Employee will, upon such termination or failure to comply with this Agreement:

1. Reimburse City for the actual cost for all tuition and other course expense paid by City to, or on behalf of, Employee. The City may make deductions from Employee's wages to recoup these payments pursuant to the Loan Agreement set forth in Paragraph 8 herein;
 2. Reimburse City for 35% of Employee's salary while employed while a student at the Academy. The City may make deductions from Employee's wages to recoup the 35% of Employee's salary, but such deductions shall not reduce the Employee's wages below federal or state minimum wage requirements for all hours worked.
12. **Attorneys' Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, administrative costs, and all other charges billed by the attorney to the prevailing party.
13. **Jury Waiver.** In any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Neither party has made or relied upon any oral representation to or by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.
14. **Waiver.** The failure or delay of any party at any time to require performance by another party or any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party of any other or further notice or demand in similar or other circumstances.

15. **Authorization to Release Student information.** Employee agrees to execute and have properly witnessed or notarized the College of Central Florida Student Authorization for Access to Educational Records form attached hereto as Exhibit “A”, authorizing the College of Central Florida to release to the City the following information from Employee’s educational record: GPA, Transcripts/Test Scores, Petitions, Application, Correspondence, Financial Aid Records, Grade for any and all semesters Employee is or was in attendance, Transcripts from other schools, Attendance, Withdrawal forms, and Disciplinary records. In executing the attached Authorization to Release Student Information, Employee authorizes the release of the specified records to the City at any time the City requests the same while Employee is actively enrolled at the College of Central Florida.
16. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the law of the State of Florida.
17. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Sumter County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Sumter County. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
18. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns.
19. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by all parties to this Agreement.
20. **Assignment.** This Agreement is not assignable by Employee
21. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

22. Entire Agreement. This Agreement, including exhibits (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

City of Wildwood, a Florida municipal corporation

Jason McHugh, City Manager

Date

Employee

Printed Name:

Date

APPROVED AS TO FORM AND LEGALITY:

Ashley Hunt, Esq.
City Attorney

Date

ACKNOWLEDGEMENT

Pursuant to Florida Statute §943.16 I acknowledge that the City of Wildwood gave written notification to me of the 2-year employment commitment under the statute and the 3-year total employment commitment under this Agreement during the employment screening process for payment of the costs of tuition for my attendance at a basic police officer recruit training program.

Employee

Date

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Employment Contract for Police Officer Recruit J. Wright

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The Wildwood Police Department recently conducted interviews to select two individuals to receive the annual A.J. Johnson Police Scholarship. At the conclusion of the process, the recipients chosen were Frederica Terracciano and Jacob Wright.

The cost of sending two individuals to the academy is \$10,000. The funding for the scholarships is broken down as follows:

\$5,000 donation from Mr. Steve Munz,

\$2,500 state refund from previous recipient, Tyler Jackson, successfully graduating from the academy,

\$1,800 donations from The Village residents.

The total amount available is \$9,300. This will leave a shortfall of \$700 which will be funded from the WWPD budget.

LAW ENFORCEMENT ACADEMY REIMBURSEMENT AND SUBSEQUENT EMPLOYMENT AGREEMENT

THIS AGREEMENT CONCERNING Law Enforcement Academy Reimbursement and Subsequent Employment (“Agreement”) is entered into effect this **8th day of May, 2023** (even though it may be executed on other dates) by and between:

- City of Wildwood, a Florida municipal corporation (“City”) and
- **Jacob Wright** (“Employee”), whose address is **874 SE 8th Ave Crystal River, FL 34429**

Recitals

- A. WHEREAS, Employee desired to become employed as a sworn officer for the City; and
- B. WHEREAS, City is committed to providing the highest qualified sworn police officers possible to serve the needs of the City’s citizens; and,
- C. WHEREAS, the services to be rendered by the Employee under this Agreement requires special training, skill and education and this Agreement is entered into for the purpose of obtaining, training and employing Employee for such services to the City; and
- D. WHEREAS, this Agreement is entered into, in part, pursuant to Florida Status, §943.16; and
- E. WHEREAS, City will pay or reimburse Employee the full cost of tuition and other course expenses to attend an approved basic recruit training program; and
- F. WHEREAS, City will reimburse Employee the full cost of the Florida State Officer Certification Examination (“SOCE”) one (1) time only; and
- G. WHEREAS, Payment or reimbursement by the City of Employee’s cost of tuition, other course expenses, and the full cost of the SOCE is considered a Loan Agreement for the purposes of this Agreement.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Employment.** City hereby employs Employee as a probationary employee with the City of Wildwood Police Department as set forth herein on this **8th day of May, 2023** (“Employment Date”).

2. **Probationary status.** Employee shall be employed on a probationary status with the term of probation to last from the Employee's initial employment date until one (1) year after Employee is sworn in as a sworn law enforcement officer. The initial employment date shall be the Employment Date set forth above in paragraph 1. The probationary period includes the time the Employee is enrolled in the Florida Law Enforcement Academy (the "Academy"), as well as, the time the Employee is engaged in the Wildwood Police Department's Field Training Officer training program. During this probationary period Employee shall be an "at will" employee who may be terminated from employment for any reason at any time not otherwise prohibited by State or Federal law. Upon completion of the probationary period set forth herein, Employee's status shall be that of any other sworn police officer employed by the City consistent with the Employee's rank and time of service, except as otherwise provided for in this Agreement. It is anticipated by the City that the Employee will successfully complete the Academy during the initial term. Following graduation Employee will successfully sit for and pass the Florida SOCE and complete, to the City's satisfaction, the Wildwood Police Department's Field Training Officer training program on schedule. If for any reason Employee fails or falls behind the schedule for completion of these requirements, the City may, at its option, immediately terminate this Agreement.

3. **Salary and Benefits During the Probationary Employment.**

- A. **Salary:** So long as the Employee remains in good standing with the Wildwood Police Department, he or she will be paid in regular bi-weekly intervals as a regular Wildwood Police Department employee. Employee's salary while a student at the Academy at the College of Central Florida will be \$31,200.00. Employee's salary after successfully passing the SOCE and starting the Wildwood Police Department's Field Training Officer training program will be \$51,000.00.
 - B. **Benefits.** Employee shall be entitled to all benefits regular City employees are entitled to during the probationary period. Insurance benefits will commence the first day of the month after 30 days following date of hire.
4. **Basic Recruit Training.** Employee shall attend and complete the Basic Recruiting Training Program at the College of Central Florida for the term starting on **May 22, 2023**.
 5. **Other Course Expenses.** For purposes of the Agreement "other course expenses" includes books, uniforms, ammunition, testing cards, and miscellaneous educational expenses approved by the Chief of Police.

6. **State Officer Certification Examination.** Upon completion of the Academy at the College of Central Florida, Employee shall register for and take the next scheduled SOCE.

7. **Employee Obligation.**

- A. Prior to employment, Employee must meet the minimum eligibility standards for a sworn police officer pursuant to the Criminal Justice Standards and Training Commission.
- B. Prior to employment, Employee must meet the minimum eligibility standards for acceptance into the Academy at the College of Central Florida.
- C. The City will directly purchase tuition and other course materials on behalf of the Employee.
- D. Employee shall be required to take the SOCE within five (5) days of graduation from the Academy. If Employee does not pass the SOCE on the first try, Employee will be allowed one (1) additional opportunity (at employee's expense) to take and pass the SOCE. However, Employee must retake the SOCE within five (5) days of their first attempt of taking the SOCE. Both examinations must be completed no later than ten (10) days after Employee graduates from the Academy.
- E. Employee must maintain an 80% average score or better on course work while attending the Academy.
- F. Employee must maintain 100% attendance in the Academy.
- G. Employee must successfully complete the Wildwood Police Department's Field Training Officer training program within twenty-six (26) weeks of graduation from the Academy.
- H. Employee must remain continuously employed by the Wildwood Police Department for three (3) years from the date that Employee successfully completes the Wildwood Police Department's Field Training Officer training program.
- I. Employee shall devote Employee's full time, attention, energies and best efforts to the Wildwood Police Department.
- J. Employee shall perform all duties assigned to Employee to the best of Employee's ability and in a manner satisfactory to the Wildwood Police Department.
- K. Employee shall abide by and carry out the policies of the Wildwood Police Department as promulgated from time to time.

8. **Loan Agreement.** Employee agrees that payment by the City of Employee's tuition to the College of Central Florida, other course expenses, and/or full cost of the SOCE are a loan between City and Employee creating a loan agreement ("Loan Agreement"). This Loan Agreement shall remain in effect between City and Employee up to and until Employee fulfills the Term of Employment Obligation set forth in paragraph 10 of this Agreement, at which time City shall forgive said loans. Only upon fulfillment of Employee's obligations under paragraph 10 of this Agreement will the City forgive such loans.

9. City Obligations.

- A. As applicable, City will pay either the full cost or the remaining balance of Employee's tuition and other course expenses while attending the Academy at the College of Central Florida if Employee is already enrolled at the time of this Agreement.
- B. City will pay Employee the salary and benefits set forth in paragraph 3 above during Employee's probationary period and thereafter pay Employee pursuant to the City of Wildwood's pay policies.
- C. City will reimburse Employee or pay directly the full cost of the SOCE) one (1) time only. Thereafter, the Employee shall be responsible to pay the cost of the additional SOCE required under paragraph 7D of this Agreement, if necessary.

10. **Terms of Employment Obligations.** Employee shall remain employed with the City of Wildwood Police Department on a continuous full-time basis for three (3) years from the time Employee successfully completes the Wildwood Police Department's Field Training Officer training program. Two (2) years are for the costs of tuition pursuant to Florida Statute §943.16 and one (1) year is for the salary paid by City to Employee while attending the Academy and subsequent training with the Wildwood Police Department's Field Training Officer training program.

11. **Failure to Comply.** If employee fails to comply with this Agreement, including the required employment as a sworn police officer during the three (3) years of service owed herein then:

- A. City may terminate Employee's employment; and
- B. Employee will, upon such termination or failure to comply with this Agreement:

1. Reimburse City for the actual cost for all tuition and other course expense paid by City to, or on behalf of, Employee. The City may make deductions from Employee's wages to recoup these payments pursuant to the Loan Agreement set forth in Paragraph 8 herein;
 2. Reimburse City for 35% of Employee's salary while employed while a student at the Academy. The City may make deductions from Employee's wages to recoup the 35% of Employee's salary, but such deductions shall not reduce the Employee's wages below federal or state minimum wage requirements for all hours worked.
12. **Attorneys' Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, administrative costs, and all other charges billed by the attorney to the prevailing party.
13. **Jury Waiver.** In any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Neither party has made or relied upon any oral representation to or by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.
14. **Waiver.** The failure or delay of any party at any time to require performance by another party or any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party of any other or further notice or demand in similar or other circumstances.

15. **Authorization to Release Student information.** Employee agrees to execute and have properly witnessed or notarized the College of Central Florida Student Authorization for Access to Educational Records form attached hereto as Exhibit “A”, authorizing the College of Central Florida to release to the City the following information from Employee’s educational record: GPA, Transcripts/Test Scores, Petitions, Application, Correspondence, Financial Aid Records, Grade for any and all semesters Employee is or was in attendance, Transcripts from other schools, Attendance, Withdrawal forms, and Disciplinary records. In executing the attached Authorization to Release Student Information, Employee authorizes the release of the specified records to the City at any time the City requests the same while Employee is actively enrolled at the College of Central Florida.
16. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the law of the State of Florida.
17. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Sumter County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Sumter County. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
18. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns.
19. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by all parties to this Agreement.
20. **Assignment.** This Agreement is not assignable by Employee
21. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

22. Entire Agreement. This Agreement, including exhibits (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

City of Wildwood, a Florida municipal corporation

Jason McHugh, City Manager

Date

Employee

Printed Name: _____

Date

APPROVED AS TO FORM AND LEGALITY:

Ashley Hunt, Esq.
City Attorney

Date

ACKNOWLEDGEMENT

Pursuant to Florida Statute §943.16 I acknowledge that the City of Wildwood gave written notification to me of the 2-year employment commitment under the statute and the 3-year total employment commitment under this Agreement during the employment screening process for payment of the costs of tuition for my attendance at a basic police officer recruit training program.

Employee

Date

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Construction Projects Update

REQUESTED ACTION: For information only.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached construction projects update.

Local Infrastructure Projects
Construction Update
May 3, 2023

Updates Shown in Red

1. City Water Projects

- a. *CR 209 Water Main Extension – Phase 1 (SR 44 to CR 44A)*
 - i. Bid awarded to Hartman Civil for \$1,347,788
 - ii. Change Order No. 2 (Deduct and contract extension) approved at the October 24, 2022 Commission meeting
 - iii. Pay App No. 6 in the amount of \$207,096.89 approved at the February 13, 2023 Commission meeting
 - iv. Contractor currently installing pipe along CR 44A
 - v. *Final tie-in completed; awaiting final pay application and retainage release*
- b. *CR 209 Water Main - Phase 2 and CR 462 Line Relocation*
 - i. Project included in the Developer's Agreement with Twisted Oaks
 - ii. *KHA coordinating with Hughes Brothers to include the water line relocation at the intersection of CR 462 and US 301 due to new intersection alignment*
 - iii. *Under construction (60% complete)*
- c. *US 301/CR-462 Water Main Relocation (Twisted Oaks/Sumter County conflict)*
 - i. *Relocation plans under review*
 - ii. *Hughes Brothers to complete the installation*
 - iii. *Developer's Agreement modification needed*
 - iv. *Easement coordination needed*
- d. *Ashley Well and Water Use Permit Modification*
 - i. Permitting:
 - a. Water Use Permit modification received
 - ii. *Well Pump Installation:*
 - a. *City purchased equipment*
 - b. *Out to bid as of April 27th*
 - c. *Bid Opening on June 1st*
 - iii. Well Construction:
 - a. Awarded to Citrus Well Drilling
 - b. Contractor will be on site soon
- e. *Coleman WTP- Iron Filtration and High Service Pump Upgrades*
 - i. Construction Plans for iron filtration, electrical upgrades, and pump upgrades completed

- a. KHA water quality improvements recommendation letter received on April 25th
- b. Moving forward with project and will program expenditure in FY 24 budget

2. City Wastewater Projects

- a. *Wastewater Treatment Facility Renewal and Expansion Activities*
 - i. Expansion to ~~6 MGD~~ 8 MGD (increased based on updated flows) – EDA Grant?
 - a. City approved the CPH Conceptual Design Report on October 10, 2022
 - b. Contract with CPH for planning, design and permitting activities for the expansion approved.
 - c. Contract with PC Construction approved at the March 6th Special Called Meeting – Establishes a \$3 million owner contingency
 - d. Coordinating with CPH and Stantec for SRF funding (August 2023 cycle)
 - e. Phase 1A (hydraulic bypass) construction underway. Estimated completion – July. Anticipated plant capacity: 3 MGD.
 - f. Phase 1B and Phase 2 design activities underway
- b. *Chitty Chatty Bridge*
 - i. ERP Permit received on February 17, 2023
 - ii. Plans submitted to City
 - iii. Hughes Brothers (on-call contractor) declined to bid
 - iv. Checking with RCM for piggy back contract for installation
- c. *Millennium Park Reclaimed Water Line Extension*
 - i. ~~\$100,000 appropriation awarded in state FY 20 budget~~
 - a. ~~Grant Agreement with FDEP approved~~
 - i. ~~Documentation sent to FDEP~~
 - ii. ~~Closing out agreement~~
 - iii. **COMPLETE**
 - ii. Pump Station design at RIBS site – 80% complete
 - a. Waiting on final electrical plans
 - iii. Reclaimed line design – 60% complete
 - a. Phase 1 (Millennium Park)
 - i. Out to bid; Bid opening May 4, 2023
 - ii. OPC: \$800,000
 - b. Phase 2: St. Claire Street
 - i. 60% Plans due on May 15, 2023
 - c. Phase 3: Broken Oak Drive
 - i. 90% Plans submitted;
 - ii. Awaiting OPC

- iii. Community Meeting Set for April 6, 2023 to discuss planned roadway improvements with residents
 - d. Phase 4: Assembly of God/Ed and Irish Wolf Property
 - i. Critical easement needed from C-466A to Broken Oak
 - ii. Awaiting development proposals from either property
 - e. Phase 5: Solamar
 - i. Coordinating with developer on Agreement to include the reclaimed in with their development
 - f. Phase 6: Turkey Run Development and North
 - i. Will need an agreement with The Villas
 - ii. Easements needed with D32-093 (Dixon) and D32-069 (Catholic Church)
 - iii. Coordination route through Turkey Run/Inspiration Drive
 - g. Critical easement needed between C-466A and Broken Oak Drive; awaiting confirmation from Church property
 - iv. Project identified for American Rescue Plan funds
 - a. ARP Agreement with FDEM (\$3.6 million) approved at the August 23, 2021 Commission meeting
 - i. City has received both installments
- d. *SR 44 Forcemain – Decommissioning of the Continental Country Club WWTF*
- i. Buena Vista Boulevard Lift Station
 - a. Project awarded to Marion Rock of \$519,954
 - b. Substantial Completion: January 13, 2023
 - c. Final Completion: January 27, 2023
 - d. **Electrical equipment delivery scheduled for April 5, 2023. Delayed again. KHA and Staff working on a work around**
 - e. Contract amendment needed to rectify construction schedule
 - f. Pay App No.8 in the amount of \$58,016.47 approved at the February 13, 2023 City Commission meeting
 - ii. West SR 44 Component and CCC Lift Station conversion:
 - a. Design 95% complete;
 - b. FDEP permit received;
 - c. FDOT permit held up until sidewalk project is complete
 - d. **Out to Bid as of April 27, 2023**
 - e. **Bid Opening June 1, 2023**
 - f. **OPC \$3.5 million**

3. City Projects (Other)

- a. *Millennium Park Phase 1 and II*
 - i. CPH finalizing construction documents and permitting
 - ii. 90% documents being prepared
 - iii. Construction scheduled to begin after Happy Birthday America event on July 3rd

- iv. Coordination with Parkview for Stormwater/Reuse pond:
 - a. Joint pond under construction
 - b. Reimbursement reconciliation with developer approved at the February 13, 2023 City Commission meeting
 - c. Coordinating removal of unsuitable material
- b. *Dr. Martin Luther King Jr. Park Improvements*
 - i. Splash Pad
 - a. Contractor to rectify minor deficiencies
 - b. Operating Permit received on May 2, 2023
 - c. Splash Party scheduled for June 3, 2023
 - ii. Recreation and Outreach Center
 - a. Contract with Ohlson Lavoie Corporation (OLC) approved
 - b. Conceptual Design and Programming presented to the City Commission at 5/1/2023 Special Called Meeting. Commission moved 3-2 to advance the project forward
 - c. OLC Design contract scheduled for the 5/22 City Commission meeting
 - d. Concession Stand
 - i. Coordinating additional electrical and plumbing work needed for permitting
 - ii. “Life Safety Plan” approved
- c. *Downtown Master Plan Related*
 - i. Commission approved the Downtown Master Plan on November 15, 2021
 - a. CSX property acquisition (Ayres)
 - i. Coordination ongoing
 - ii. Acquisition of “Y” property looks promising
 - iii. CSX coordination needed
 - b. US 301 Linear Park (Ayres)
 - i. Workshop with City Commission on 10/31/2022 provided positive feedback on the design
 - ii. Project on hold – City Attorney to review existing land lease agreement between City and CSX (modifications needed)
 - iii. Ayres coordinating conference call with CSX
 - c. Coordination with Ayres and Tangent Media to implement branding concepts
 - i. Workshop with City Commission on 10/31/2022 provided positive feedback
 - ii. Downtown Website with dashboard being produced; information forwarded to Tangent Media for upload
 - iii. First rendition being reviewed
 - d. Coordinating with FDOT on Complete Streets Project

- i. Development Services Department working directly with FDOT on Complete Street application
 - i. Tentatively included in FDOT's 5 Year Work Plan
 - ii. Project may require a 50% match
 - e. Main Street Buildings/Parking Garage
 - i. Contract documents approved
 - ii. Pre-construction work underway (geo-technical and surveying); awaiting geo-technical report
 - iii. Design-Build contract for parking garage being negotiated; CPH proposal for architectural review on the May 8, 2023 Commission agenda
 - iv. Demolition permit for city-owned buildings being has been acquired. Demolition work to begin week of 5/15

4. City Road and Drainage Projects

- a. FY 23 Pavement Activities
 - i. Commission approved FY 23 pavement activities
 - ii. Rejuvenation activities within The Villages will occur in the summer
- b. Oak Grove Village Drainage Improvement
 - i. Property acquired to facilitate drainage project
 - ii. Waiting for contractor to remove trailer from property
 - iii. Coordinating with surveyor and Geotech once trailer is removed
- c. *Signature Drive and Clay Drain Road*
 - i. PES adopted by the City Commission on October 11, 2021
 - ii. Design activities underway
 - iii. Notice to property owners sent out
 - iv. Additional groundwater sampling needed. Kimley-Horn coordinating and reviewing results
- d. *Pleasantdale Drive Improvements (Road, Utilities, and Drainage)*
 - i. Commission approved contract with DB Civil Construction for \$1,208,827
 - ii. NTP issued
- e. *Jackson Street (Utilities, Roadway, and Drainage)*
 - i. KHA design work approved at the November 22, 2021 Commission meeting
 - ii. Slip lining activities (sewer line) complete

- iii. Determining the best pavement/treatment option (complete reconstruction vs mill-and-resurface vs full-depth reclamation)
 - a. KHA providing options and associated costs
 - iv. Determining appropriate pavement design
 - v. Awaiting 90% design documents (May)
 - f. *Barwick Street Improvements:*
 - i. KHA design contract approved at the April 26, 2021 Commission meeting
 - ii. Design work underway
 - iii. Property acquisition needed for stormwater ponds; coordination ongoing
 - iv. KHA Work Authorization for geotechnical work on potential property approved at the March 13th Commission meeting
 - g. *Huey Street Improvements(Utilities, Roadway, Drainage)*
 - i. KHA design contract approved at the April 26, 2021 Commission meeting
 - ii. Design underway
 - iii. Coordinating construction schedule to begin the end of the school year
 - iv. Added scope to KHA agreement to account for full depth reclamation construction and added pond locations
 - v. Commission approved agreement with SCSB on 12/12/2022 for shared pond locations