



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

January 22, 2024 7:00 PM

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. 103, forty-eight (48) hours in advance of the meeting.

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

1. Call to Order

2. Consent Agenda/Informational Items

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

A. *EXPENDITURE REPORT*

B. *MINUTES FOR APPROVAL: OCTOBER 9, 2023 REGULAR MEETING*

C. *EXTENSION FOR APPROVAL OF PD 2110-001 OXFORD BFR*

D. *SP 2303-002 VOSO PHASE 6B MASTER PLAN DEVELOPMENT PERMIT EXTENSION REQUEST*

E. *PLAT 2311-003 VOSO UNIT 229 FINAL PLAT*

F. *PLAT 2312-002 MIDDLETON UNIT 3B FINAL PLAT*

G. *BUDGETED FINANCIAL ITEMS*

1. *GENERATOR REPLACEMENT FOR THE CR 209 LIFT STATION FOR THE AMOUNT OF \$208,057.00*

3. Presentations and/or Proclamations

4. Public Hearings - Timed - Legislative

A. *SWEAR IN CITY STAFF AND PUBLIC SPEAKERS*

B. ***RESOLUTION NO. R2024-1*** - A RESOLUTION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 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.

FY24 First Budget Amendment

Staff recommends approval.

5. Public Hearings - Timed - Quasi-Judicial

A. ***ORDINANCE NO. O2023-67*** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.86 ACRES LOCATED AT 6114 E SR 44, IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS 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 2311-002 6114 E SR 44 Wildwood

Parcel G15D009

The applicant/owner, 3930 Tampa, LLC, has submitted a voluntary annexation application for parcel G15D009.

Staff recommends approval.

6. Public Forum - 4 minute time limit

7. Ordinances First Reading Only (No Vote)

- A. **ORDINANCE NO. O2024-1** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 19.89 ACRES LOCATED ALONG CR 209, APPROXIMATELY 0.38 MILES SOUTH OF THE INTERSECTION OF CR 209 AND E C 462, IN SECTION 36, TOWNSHIP 18 SOUTH, RANGE 22 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 2312-001 Matteo Oaks

Parcel C36-102

The applicant, Clymer Farner Barley, LLC, has submitted a voluntary annexation for parcel C36-102.

Staff recommends approval

8. Resolutions for Approval

9. Financial & Contracts & Agreements

- A. BETHANY ESTATES ENTERPRISES, LLC DEVELOPER'S AGREEMENT FIRST AMENDMENT
- B. BROKEN OAK DRIVE IMPROVEMENTS PROJECT PAY APPLICATION 3 IN THE AMOUNT OF \$23,446.25
- C. HUEY STREET PARKING AND POND PROJECT PAY APPLICATION 3 IN THE AMOUNT OF \$48,527.94
- D. CONTINENTAL WASTEWATER TREATMENT PLANT DECOMMISSIONING AND SR 44 FORCE MAIN PAY APP NO. 3 IN THE AMOUNT OF \$740,408.36
- E. OSCEOLA FORCE MAIN AND ST CLAIR LIFT STATION IMPROVEMENTS PROJECT - NOTICE OF INTENT TO AWARD IN THE AMOUNT OF \$304,088.82 AND APPROVAL OF CHANGE ORDER NO. 1
- F. PRECONSTRUCTION SERVICES AGREEMENT WITH GARNEY COMPANIES, INC IN THE AMOUNT OF \$994,000

10. General Items for Consideration/Discussion and Other Business

- A. REQUEST FOR APPROVAL OF NEW FINANCE POSITION(S)

11. Appointments

12. City Manager Reports

A. *UPDATE ON US 301 PEDESTRIAN CROSSING ISSUE*

B. *LOCAL CONSTRUCTION PROJECTS UPDATE*

13. Other Department Reports

14. Commission Members Reports

15. City Attorney Reports

16. Adjournment

Upcoming Events

February 12, 2024 - City Commission Meeting at City Hall at 9am

February 26, 2024 - City Commission Meeting at City Hall at 7pm

January 22, 2024 7:00 PM

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING JANUARY 22 2024

01/17/2024
08:02 AM

Revenue Account Range: First to Last

Include Non-Anticipated: No

Year To Date As Of: 01/31/24

Expend Account Range: First to Last

Include Non-Budget: No

Print Zero YTD Activity: No

Prior Year: Thru 01/31/23

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
001-311-1000	AD VALOREM TAXES	11,983,085.37	16,400,130.00	14,885,759.59	1,514,370.41 -	91
001-312-4100	LOCAL OPTION GAS TAX	239,218.02	1,125,000.00	312,089.62	812,910.38 -	28
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	888,911.15	4,415,000.00	984,643.57	3,430,356.43 -	22
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	227,888.98	1,050,000.00	286,015.95	763,984.05 -	27
001-313-1010	FRANCHISE TAX- SECO	339,500.06	1,600,000.00	476,977.38	1,123,022.62 -	30
001-313-4080	LEESBURG ELECTRIC FRANCHISE FEE	15,364.24	90,000.00	28,887.61	61,112.39 -	32
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	46,536.52	360,000.00	80,119.58	279,880.42 -	22
001-313-4170	FENNEY WATER CONS AUTHORITY-UTILITY T	12,032.78	60,000.00	0.00	60,000.00 -	0
001-313-4175	GIBSON PLACE WATER CONSERV AUTH FRA	0.00	0.00	391.19	391.19	0
001-313-4180	LEESBURG GAS FRANCHISE FEE	10,562.41	75,000.00	18,365.19	56,634.81 -	24
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCH	72,342.21	450,000.00	598,570.36	148,570.36	133
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE S\	54,513.91	220,000.00	44,873.30	175,126.70 -	20
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	74,623.19	350,000.00	164,298.85	185,701.15 -	47
001-313-5003	FRANCHISE FEE - SEWWC	70,859.45	325,000.00	0.00	325,000.00 -	0
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	187,382.33	815,000.00	244,703.27	570,296.73 -	30
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	265,376.02	1,150,000.00	466,795.74	683,204.26 -	41
001-314-3000	UTILITY TAX-WATER SALES	29,945.15	115,000.00	24,111.65	90,888.35 -	21
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	58,989.65	250,000.00	56,021.69	193,978.31 -	22
001-314-3003	CENTRAL SUMTER UTILIITY CO. LLC	28,748.40	200,000.00	31,075.42	168,924.58 -	16
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	4,166.07	17,000.00	3,665.74	13,334.26 -	22
001-314-4030	FERRELLGAS LP	568.22	1,500.00	357.02	1,142.98 -	24
001-314-4040	CIRCLE K STORES	100.97	200.00	52.98	147.02 -	26
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	10,002.66	55,000.00	25,579.32	29,420.68 -	47
001-314-4081	LEESBURG GAS UTILITY TAX	15,000.57	90,000.00	29,445.48	60,554.52 -	33
001-314-4100	INTERCONN RESOURCES LLC	5,079.20	15,000.00	3,076.10	11,923.90 -	21

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING JANUARY 22 2024

01/17/2024
08:02 AM

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>YTD Rev</i>	<i>Excess/Deficit</i>	<i>% Real</i>
001-314-4150	CVS	125.39	300.00	151.71	148.29 -	51
001-314-4151	AMERIGAS PROPANE	2,383.98	9,000.00	950.43	8,049.57 -	11
001-314-4152	LOWE'S PROPANE TAX	606.26	2,500.00	461.30	2,038.70 -	18
001-314-4153	BLOSSMAN COMPANIES PROPANE TAX	107.45	300.00	94.19	205.81 -	31
001-314-4160	TECO-PEOPLES GAS	83,272.09	360,000.00	79,612.16	280,387.84 -	22
001-314-4162	GAS SOUTH UTILITY TAX	121.83	400.00	106.24	293.76 -	27
001-314-4190	SOUTH SUMTER UTILITY CO UTILITY TAX	27,886.84	170,000.00	0.00	170,000.00 -	0
001-314-4191	PUBLIX UTILITY TAX	423.04	1,000.00	144.54	855.46 -	14
001-314-9010	STATE COMMUNICATIONS TAX	193,563.83	680,000.00	199,816.80	480,183.20 -	29
001-331-5000	FEMA GRANT	0.00	0.00	3,110.30	3,110.30	0
001-335-1200	STATE REVENUE SHARING	212,533.30	881,300.00	215,447.89	665,852.11 -	24
001-335-1400	MOBILE HOME LICENSES	10,033.88	15,000.00	8,677.61	6,322.39 -	58
001-335-1600	STATE BEVERAGE LICENSES	7,584.57	7,500.00	9,563.31	2,063.31	128
001-335-1800	1/2 CENT SALES TAX	457,187.28	1,919,500.00	543,333.52	1,376,166.48 -	28
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	207,791.91	759,000.00	158,183.05	600,816.95 -	21
001-341-2010	TREE MITIGATION PERMITS	350.00	500.00	60,878.00	60,378.00	***
001-347-5300	BUILDING RENTAL-WILDWOOD COMMUNITY	29,667.38	70,000.00	39,377.47	30,622.53 -	56
001-347-5302	COMMUNITY CENTER-RESERVATION FEES	0.00	0.00	34.32 -	34.32 -	0
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CE	4,879.13	10,000.00	3,304.85	6,695.15 -	33
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CEN	643.34	1,500.00	785.13	714.87 -	52
001-347-5307	OUTDOOR BUILDING RENTALS	39.22	100.00	86.73	13.27 -	87
001-347-5308	OPEN SPACE RENTALS	1,190.30	800.00	258.16	541.84 -	32
001-350-1000	FINES	9,367.19	30,000.00	20,236.63	9,763.37 -	67
001-351-1002	CODE ENFORCEMENT	905.00	1,500.00	840.50	659.50 -	56
001-351-3000	POLICE-2ND DOLLAR FUND	823.03	2,500.00	1,846.85	653.15 -	74
001-361-0000	INTEREST EARNINGS	47,529.66	100,000.00	23,098.18	76,901.82 -	23
001-369-0000	OTHER MISCELLANEOUS REVENUE	4,860.94	10,000.00	1,103.85	8,896.15 -	11
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	0.00	18,300.00	0.00	18,300.00 -	0

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001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	0.00	15,000.00	4,747.50	10,252.50 -	32
001-369-0042	JACKSON ST. DAYCARE BDLG LEASE	0.00	10,000.00	0.00	10,000.00 -	0
001-369-0050	AUCTION PROCEEDS	3,111.67	0.00	0.00	0.00	0
001-369-0058	DONATIONS	1,165.00	0.00	100.00	100.00	0
001-369-0076	BASEBALL FIELD RENTAL	912.78	3,000.00	1,139.44	1,860.56 -	38
001-369-0078	FIELD PREPARATION FEES	0.00	500.00	320.00	180.00 -	64
001-369-0792	PROGRAM REGISTRATION FEES	17,975.41	30,000.00	6,674.80	23,325.20 -	22
001-369-0794	CONCESSION / VENDOR FEES	0.00	0.00	100.00	100.00	0
001-369-0796	SPECIAL EVENT REGISTRATION FEES	300.00	5,000.00	2,240.00	2,760.00 -	45
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	1,236.40	3,500.00	1,886.50	1,613.50 -	54
001-369-3748	MISC. GRANTS/VESTS	0.00	2,500.00	2,800.00	300.00	112
001-369-4000	FUEL TAX REFUND	0.00	12,000.00	0.00	12,000.00 -	0
001-380-1000	OTHR FINANCING SOURCE-INSURANCE PRO	0.00	0.00	10,900.00	10,900.00	0
001-382-1010	TRANSFER FROM INDUSTRIAL PARK	0.00	10,000.00	0.00	10,000.00 -	0
001-382-1013	TRANSFER FROM LAW ENFORCEMENT IMP F	0.00	412,800.00	0.00	412,800.00 -	0
001-389-5000	NON-OPERATIONAL CASH FORWARD-GEN FL	0.00	12,000,000.00	0.00	12,000,000.00 -	0
GENERAL FUND Revenue Totals		15,969,375.63	46,784,130.00	20,168,219.92	26,615,910.08 -	43

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
001-511-00-0000	LEGISLATIVE- CITY COMMISSION:	0.00	0.00	0.00	0.00	0
001-511-10-1200	SALARIES	16,286.81	51,690.00	16,730.67	34,959.33	32
001-511-10-2100	FICA EXPENSE	1,245.90	3,960.00	1,279.87	2,680.13	32
001-511-10-2200	RETIREMENT	8,531.61	30,340.00	9,817.52	20,522.48	32
001-511-10-2300	LIFE & HEALTH INSURANCE	279.49	450.00	95.00	355.00	21
001-511-10-2600	WORKERS COMPENSATION INSURANCE	84.30	250.00	202.19	47.81	81
001-511-30-3100	PROFESSIONAL SERVICES	200.00	6,000.00	0.00	6,000.00	0
001-511-30-4000	TRAVEL & PER DIEM	232.70	7,000.00	1,382.67	5,617.33	20
001-511-30-4100	TELEPHONE EXPENSE	271.84	2,000.00	181.56	1,818.44	9

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<i>Expenditure Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>YTD Expended</i>	<i>Unexpended</i>	<i>% Expd</i>
001-511-30-4110	IT LICENSING / EQUIPMENT	1,925.75	5,970.00	1,480.74	4,489.26	25
001-511-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	500.00	0
001-511-30-4900	MISC. EXPENSE & OTHER CURRENT	2,668.60	2,500.00	0.00	2,500.00	0
001-511-30-5100	OFFICE SUPPLIES	0.00	150.00	0.00	150.00	0
001-511-30-5200	OPERATING SUPPLIES	11.50	400.00	64.00	336.00	16
001-511-30-5400	SUBSCRIPTIONS/DUES	4,057.00	6,300.00	4,141.87	2,158.13	66
001-511-30-5500	TRAINING	0.00	2,800.00	0.00	2,800.00	0
001-511-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	300,000.00	0.00	300,000.00	0
	511 LEGISLATIVE- CITY COMMISSION:	35,795.50	420,310.00	35,376.09	384,933.91	8
001-512-00-0000	EXECUTIVE- CITY MANAGER:	0.00	0.00	0.00	0.00	0
001-512-10-1200	SALARIES	108,222.67	509,290.00	110,762.53	398,527.47	22
001-512-10-1500	SICK LEAVE	437.41	0.00	1,821.72	1,821.72 -	0
001-512-10-1600	VACATION PAY	10,012.20	0.00	9,243.47	9,243.47 -	0
001-512-10-1800	HOLIDAY PAY	9,280.47	0.00	8,184.56	8,184.56 -	0
001-512-10-2100	FICA EXPENSE	9,229.64	38,970.00	9,229.90	29,740.10	24
001-512-10-2200	RETIREMENT	32,104.26	138,110.00	35,551.88	102,558.12	26
001-512-10-2210	BENEFIT ADMIN FEES	54.00	0.00	27.00	27.00 -	0
001-512-10-2300	LIFE & HEALTH INSURANCE	15,099.00	46,800.00	14,388.70	32,411.30	31
001-512-10-2600	WORKERS COMPENSATION INSURANCE	281.03	500.00	404.39	95.61	81
001-512-30-3100	PROFESSIONAL SERVICES	17,884.15	321,804.00	26,201.50	295,602.50	8
001-512-30-3450	CLOTHING AND UNIFORMS	0.00	750.00	0.00	750.00	0
001-512-30-4000	TRAVEL & PER DIEM	2,088.50	10,600.00	3,241.01	7,358.99	31
001-512-30-4100	TELEPHONE EXPENSE	1,167.26	5,000.00	827.14	4,172.86	17
001-512-30-4110	IT LICENSING / EQUIPMENT	8,875.91	23,150.00	13,813.78	9,336.22	60
001-512-30-4150	ADVERTISING/RECORDING EXPENSE	248.64	4,000.00	670.74	3,329.26	17
001-512-30-4200	POSTAGE/TRANSPORTATION FEES	22.70	1,000.00	215.08	784.92	22
001-512-30-4600	REPAIR & MAINTENANCE	389.06	5,800.00	515.94	5,284.06	9

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<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	180.84	2,500.00	0.00	2,500.00	0
001-512-30-5100	OFFICE SUPPLIES	683.40	2,000.00	176.41	1,823.59	9
001-512-30-5200	OPERATING SUPPLIES	3,004.85	18,750.00	839.82	17,910.18	4
001-512-30-5400	SUBSCRIPTIONS/DUES	734.88	6,300.00	989.00	5,311.00	16
001-512-30-5500	TRAINING	658.00	9,700.00	349.00	9,351.00	4
001-512-60-6400	CAP. IMPROVEMENT-MACHINERY	4,633.40	0.00	0.00	0.00	0
	512 EXECUTIVE- CITY MANAGER:	225,292.27	1,145,024.00	237,453.57	907,570.43	21
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-513-10-1200	SALARIES	56,348.18	382,120.00	71,440.65	310,679.35	19
001-513-10-1300	OVERTIME	0.00	500.00	0.00	500.00	0
001-513-10-1500	SICK LEAVE	2,576.83	0.00	1,537.84	1,537.84 -	0
001-513-10-1600	VACATION PAY	3,622.11	0.00	3,804.97	3,804.97 -	0
001-513-10-1800	HOLIDAY PAY	4,410.56	0.00	4,696.98	4,696.98 -	0
001-513-10-2100	FICA EXPENSE	5,121.84	29,280.00	6,233.26	23,046.74	21
001-513-10-2200	RETIREMENT	9,357.94	49,760.00	12,435.34	37,324.66	25
001-513-10-2210	BENEFIT ADMIN FEES	0.00	0.00	13.50	13.50 -	0
001-513-10-2300	LIFE & HEALTH INSURANCE	11,524.00	46,800.00	13,450.12	33,349.88	29
001-513-10-2500	UNEMPLOYMENT COMPENSATION	0.00	500.00	0.00	500.00	0
001-513-10-2600	WORKERS COMPENSATION INSURANCE	562.05	1,000.00	808.82	191.18	81
001-513-30-3100	PROFESSIONAL SERVICES	0.00	13,390.00	0.00	13,390.00	0
001-513-30-3200	ACCOUNTING/AUDITING FEE	0.00	24,000.00	0.00	24,000.00	0
001-513-30-3400	OTHER CONTRACTUAL SERVICES	3,426.49	17,210.00	3,330.49	13,879.51	19
001-513-30-4000	TRAVEL & PER DIEM	55.56	3,350.00	17.00	3,333.00	1
001-513-30-4100	TELEPHONE EXPENSE	1,558.40	7,510.00	1,126.80	6,383.20	15
001-513-30-4110	IT LICENSING / EQUIPMENT	22,896.03	71,720.00	50,356.11	21,363.89	70
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	90.88	1,580.00	1,143.82	436.18	72
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	457.73	7,880.00	1,219.76	6,660.24	15

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<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
001-513-30-4300	UTILITIES EXPENSE	5,237.98	27,300.00	3,382.10	23,917.90	12
001-513-30-4400	RENTAL & LEASING	1,082.96	3,940.00	833.37	3,106.63	21
001-513-30-4500	GENERAL INSURANCE	184,869.50	400,000.00	315,166.50	84,833.50	79
001-513-30-4600	REPAIR & MAINTENANCE	2,721.82	33,060.00	5,914.63	27,145.37	18
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	1,808.72	6,000.00	1,808.72	4,191.28	30
001-513-30-4910	ELECTION EXPENSES	0.00	500.00	0.00	500.00	0
001-513-30-5100	OFFICE SUPPLIES	2,082.85	6,830.00	777.55	6,052.45	11
001-513-30-5200	OPERATING SUPPLIES	1,577.78	7,930.00	1,253.99	6,676.01	16
001-513-30-5400	SUBSCRIPTIONS/DUES	150.00	2,090.00	150.00	1,940.00	7
001-513-30-5500	TRAINING	399.00	9,530.00	0.00	9,530.00	0
001-513-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	10,000.00	0.00	10,000.00	0
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	0.00	115,381.00	0.00	115,381.00	0
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	0.00	19,049.00	0.00	19,049.00	0
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	0.00	235,452.00	0.00	235,452.00	0
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	0.00	56,158.00	0.00	56,158.00	0
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRI	165,881.67	339,580.00	168,998.15	170,581.85	50
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTI	45,385.60	83,010.00	42,286.03	40,723.97	51
513 CLERK/FINANCE DEPARTMENT:		533,206.48	2,012,410.00	712,186.50	1,300,223.50	35
001-516-00-0000	DEVELOPMENT SERVICES:	0.00	0.00	0.00	0.00	0
001-516-10-1200	SALARIES	125,869.93	907,790.00	156,248.30	751,541.70	17
001-516-10-1300	OVERTIME	175.50	1,000.00	0.00	1,000.00	0
001-516-10-1500	SICK LEAVE	2,977.70	0.00	6,331.27	6,331.27 -	0
001-516-10-1600	VACATION PAY	7,108.32	0.00	12,679.85	12,679.85 -	0
001-516-10-1800	HOLIDAY PAY	10,997.61	0.00	10,164.89	10,164.89 -	0
001-516-10-2100	FICA EXPENSE	11,255.79	69,530.00	14,185.00	55,345.00	20
001-516-10-2200	RETIREMENT	21,263.55	154,060.00	29,566.63	124,493.37	19
001-516-10-2210	BENEFIT ADMIN FEES	27.00	0.00	27.00	27.00 -	0

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001-516-10-2300	LIFE & HEALTH INSURANCE	23,696.70	107,640.00	29,823.44	77,816.56	28
001-516-10-2600	WORKERS COMPENSATION INSURANCE	843.08	1,500.00	1,213.21	286.79	81
001-516-30-3100	PROFESSIONAL SERVICES	139,583.04	835,000.00	102,475.20	732,524.80	12
001-516-30-3400	OTHER CONTRACTUAL SERVICES	501.75	1,000.00	0.00	1,000.00	0
001-516-30-3450	CLOTHING AND UNIFORMS	0.00	2,150.00	0.00	2,150.00	0
001-516-30-4000	TRAVEL & PER DIEM	334.00	14,980.00	354.76	14,625.24	2
001-516-30-4100	TELEPHONE EXPENSE	2,177.96	8,000.00	1,694.64	6,305.36	21
001-516-30-4110	IT LICENSING / EQUIPMENT	20,348.47	111,810.00	51,768.91	60,041.09	46
001-516-30-4150	ADVERTISING/RECORDING EXPENSE	5,720.90	35,200.00	3,825.58	31,374.42	11
001-516-30-4200	POSTAGE/TRANSPORTATION FEES	233.96	2,000.00	188.66	1,811.34	9
001-516-30-4600	REPAIR & MAINTENANCE	553.02	2,500.00	337.13	2,162.87	13
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	638.88	5,000.00	8,050.12	3,050.12 -	161
001-516-30-4950	CODE ENFORCEMENT	1,537.51	58,500.00	10,555.59	47,944.41	18
001-516-30-5100	OFFICE SUPPLIES	937.38	10,000.00	546.39	9,453.61	5
001-516-30-5200	OPERATING SUPPLIES	914.56	10,000.00	1,346.90	8,653.10	13
001-516-30-5250	FUEL EXPENSE	401.30	1,800.00	96.67	1,703.33	5
001-516-30-5400	SUBSCRIPTIONS/DUES	535.17	5,180.00	0.00	5,180.00	0
001-516-30-5500	TRAINING	2,390.19	24,180.00	972.11	23,207.89	4
001-516-60-6300	CAPITAL IMPROVEMENT-OTHER	11,128.33	0.00	0.00	0.00	0
	516 DEVELOPMENT SERVICES:	392,151.60	2,368,820.00	442,452.25	1,926,367.75	19
001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	0.00	0.00	0.00	0.00	0
001-518-10-1200	SALARIES	36,517.29	258,440.00	47,071.73	211,368.27	18
001-518-10-1500	SICK LEAVE	856.80	0.00	1,031.28	1,031.28 -	0
001-518-10-1600	VACATION PAY	4,203.52	0.00	4,418.66	4,418.66 -	0
001-518-10-1800	HOLIDAY PAY	1,677.20	0.00	2,483.15	2,483.15 -	0
001-518-10-2100	FICA EXPENSE	3,308.86	19,780.00	3,997.45	15,782.55	20
001-518-10-2200	RETIREMENT	5,208.21	35,080.00	7,464.16	27,615.84	21

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001-518-10-2210	BENEFIT ADMIN FEES	18.00	0.00	0.00	0.00	0
001-518-10-2300	LIFE & HEALTH INSURANCE	7,186.42	37,440.00	9,774.11	27,665.89	26
001-518-10-2600	WORKERS COMPENSATION INSURANCE	112.39	200.00	161.76	38.24	81
001-518-30-3100	PROFESSIONAL SERVICES	0.00	45,320.00	0.00	45,320.00	0
001-518-30-3400	OTHER CONTRACTUAL SERVICES	1,069.99	15,000.00	694.66	14,305.34	5
001-518-30-4000	TRAVEL & PER DIEM	0.00	7,500.00	0.00	7,500.00	0
001-518-30-4100	TELEPHONE EXPENSE	1,538.55	7,500.00	2,015.71	5,484.29	27
001-518-30-4110	IT LICENSING / EQUIPMENT	2,060.37	14,400.00	2,824.24	11,575.76	20
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	250.00	19.00	231.00	8
001-518-30-4300	UTILITIES EXPENSE	251.57	2,300.00	446.57	1,853.43	19
001-518-30-4400	RENTAL & LEASING	0.00	500.00	0.00	500.00	0
001-518-30-4600	REPAIR & MAINTENANCE	0.00	2,000.00	0.11	1,999.89	0
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	1,000.00	0.00	1,000.00	0
001-518-30-5100	OFFICE SUPPLIES	251.07	1,200.00	43.24	1,156.76	4
001-518-30-5200	OPERATING SUPPLIES	806.64	5,000.00	1,026.65	3,973.35	21
001-518-30-5400	SUBSCRIPTIONS/DUES	200.00	2,500.00	372.33	2,127.67	15
001-518-30-5500	TRAINING	700.00	12,000.00	0.00	12,000.00	0
001-518-30-5550	LICENSING	10,423.10	43,625.00	9,081.99	34,543.01	21
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	0.00	16,000.00	0.00	16,000.00	0
	518 INFORMATION TECHNOLOGY DEPARTME	76,389.98	527,035.00	92,926.80	434,108.20	18
001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-519-10-1200	SALARIES	32,604.50	206,190.00	37,595.40	168,594.60	18
001-519-10-1500	SICK LEAVE	708.58	0.00	926.53	926.53 -	0
001-519-10-1600	VACATION PAY	1,916.60	0.00	2,259.81	2,259.81 -	0
001-519-10-1800	HOLIDAY PAY	2,717.34	0.00	2,731.32	2,731.32 -	0
001-519-10-2100	FICA EXPENSE	2,902.71	15,780.00	3,328.68	12,451.32	21
001-519-10-2200	RETIREMENT	4,573.92	27,980.00	5,904.74	22,075.26	21

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001-519-10-2210	BENEFIT ADMIN FEES	13.50	0.00	13.50	13.50 -	0
001-519-10-2300	LIFE & HEALTH INSURANCE	5,780.96	28,080.00	5,398.63	22,681.37	19
001-519-10-2600	WORKERS COMPENSATION INSURANCE	61.83	110.00	88.95	21.05	81
001-519-30-3100	PROFESSIONAL SERVICES	10,970.00	37,825.00	0.00	37,825.00	0
001-519-30-3400	OTHER CONTRACTUAL SERVICES	1,129.99	6,400.00	1,862.07	4,537.93	29
001-519-30-4000	TRAVEL & PER DIEM	0.00	5,500.00	0.00	5,500.00	0
001-519-30-4100	TELEPHONE EXPENSE	1,286.86	4,750.00	751.60	3,998.40	16
001-519-30-4110	IT LICENSING / EQUIPMENT	18,259.01	45,880.00	25,098.63	20,781.37	55
001-519-30-4150	ADVERTISING/RECRUITING	474.00	7,200.00	1,800.64	5,399.36	25
001-519-30-4200	POSTAGE/TRANSPORTATION FEES	80.58	500.00	11.97	488.03	2
001-519-30-4300	UTILITIES EXPENSE	479.59	2,300.00	176.53	2,123.47	8
001-519-30-4400	RENTAL & LEASING	0.00	60.00	7.49	52.51	12
001-519-30-4600	REPAIR & MAINTENANCE	973.37	3,500.00	1,469.05	2,030.95	42
001-519-30-4800	EMPLOYEE PROGRAMS	3,608.20	13,200.00	4,922.97	8,277.03	37
001-519-30-4900	MISC. EXPENSE & OTHER CURRENT	178.40	1,000.00	0.00	1,000.00	0
001-519-30-5100	OFFICE SUPPLIES	390.75	2,900.00	338.75	2,561.25	12
001-519-30-5200	OPERATING SUPPLIES	1,748.36	5,300.00	568.03	4,731.97	11
001-519-30-5250	FUEL EXPENSE	103.88	600.00	35.21	564.79	6
001-519-30-5400	SUBSCRIPTIONS/DUES	229.00	1,600.00	444.00	1,156.00	28
001-519-30-5500	TRAINING	1,447.00	5,450.00	185.45	5,264.55	3
001-519-30-5501	STAFF TRAINING PROGRAMS	851.90	6,450.00	665.19	5,784.81	10
519 HUMAN RESOURCE DEPARTMENT:		93,490.83	428,555.00	96,585.14	331,969.86	23
001-521-00-0000	POLICE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-521-10-1200	SALARIES	618,604.62	4,137,570.00	722,149.48	3,415,420.52	17
001-521-10-1220	UNIFORM ALLOWANCE	4,540.00	14,820.00	3,810.00	11,010.00	26
001-521-10-1250	ON CALL	1,950.00	10,400.00	3,550.00	6,850.00	34
001-521-10-1260	SHIFT DIFFERENTIAL	3,902.28	20,080.00	3,950.40	16,129.60	20

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001-521-10-1300	OVERTIME	24,554.58	157,000.00	31,401.71	125,598.29	20
001-521-10-1500	SICK LEAVE	16,531.03	0.00	10,425.12	10,425.12 -	0
001-521-10-1600	VACATION PAY	38,635.25	0.00	40,051.63	40,051.63 -	0
001-521-10-1700	INCENTIVE PAY	6,790.00	56,000.00	6,550.00	49,450.00	12
001-521-10-1800	HOLIDAY PAY	49,117.34	0.00	45,739.87	45,739.87 -	0
001-521-10-1820	HOLIDAY PREMIUM	42,701.66	82,000.00	46,989.79	35,010.21	57
001-521-10-2100	FICA EXPENSE	61,760.34	341,430.00	69,914.86	271,515.14	20
001-521-10-2200	RETIREMENT	214,342.44	1,508,280.00	278,415.73	1,229,864.27	18
001-521-10-2210	BENEFIT ADMIN FEES	144.00	0.00	126.00	126.00 -	0
001-521-10-2300	LIFE & HEALTH INSURANCE	113,134.67	575,640.00	134,389.15	441,250.85	23
001-521-10-2500	UNEMPLOYMENT COMP. REIMBURSEMENT	3,375.64	0.00	0.00	0.00	0
001-521-10-2600	WORKERS COMPENSATION INSURANCE	36,532.90	75,000.00	60,660.51	14,339.49	81
001-521-30-3100	PROFESSIONAL SERVICES	5,757.77	52,000.00	4,972.96	47,027.04	10
001-521-30-3400	OTHER CONTRACTUAL SERVICES	6,520.98	61,500.00	11,794.80	49,705.20	19
001-521-30-3450	CLOTHING AND UNIFORMS	8,329.13	15,000.00	0.00	15,000.00	0
001-521-30-3500	INVESTIGATIONS	1,956.90	17,000.00	2,816.20	14,183.80	17
001-521-30-4000	TRAVEL & PER DIEM	2,033.02	12,000.00	569.94	11,430.06	5
001-521-30-4100	TELEPHONE EXPENSE	15,659.82	82,000.00	12,157.29	69,842.71	15
001-521-30-4110	IT LICENSING / EQUIPMENT	163,400.89	268,200.00	64,026.21	204,173.79	24
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	28.78	3,000.00	200.00	2,800.00	7
001-521-30-4300	UTILITIES EXPENSE	13,999.10	54,000.00	5,114.62	48,885.38	9
001-521-30-4400	RENTAL & LEASING	551.87	10,500.00	694.88	9,805.12	7
001-521-30-4600	REPAIR & MAINTENANCE	32,213.07	75,000.00	13,569.19	61,430.81	18
001-521-30-4900	MISC. EXPENSE & OTHER CURRENT	65.64	4,000.00	0.00	4,000.00	0
001-521-30-4960	BOOT ALLOWANCE	767.05	6,500.00	394.92	6,105.08	6
001-521-30-5100	OFFICE SUPPLIES	388.33	5,000.00	328.82	4,671.18	7
001-521-30-5200	OPERATING SUPPLIES	25,652.11	85,000.00	8,365.07	76,634.93	10
001-521-30-5250	FUEL EXPENSE	34,557.70	180,000.00	33,463.92	146,536.08	19

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001-521-30-5400	SUBSCRIPTIONS/DUES	310.05	3,000.00	200.00	2,800.00	7
001-521-30-5500	TRAINING	9,774.38	40,000.00	5,017.31	34,982.69	13
001-521-60-6300	CAPITAL IMPROVEMENT-OTHER	7,600.00	40,000.00	0.00	40,000.00	0
001-521-60-6350	POLICE IMPACT FEE PROJECTS	111,259.76	0.00	581.52	581.52 -	0
001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	71,321.00	672,987.38	0.00	672,987.38	0
	521 POLICE DEPARTMENT:	1,748,764.10	8,664,907.38	1,622,391.90	7,042,515.48	19
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	0.00	0.00	0.00	0.00	0
001-541-10-1200	SALARIES	241,689.82	1,538,070.00	317,726.68	1,220,343.32	21
001-541-10-1250	ON CALL	1,200.00	3,900.00	1,650.00	2,250.00	42
001-541-10-1300	OVERTIME	3,541.52	12,000.00	8,781.74	3,218.26	73
001-541-10-1500	SICK LEAVE	7,336.86	0.00	9,132.06	9,132.06 -	0
001-541-10-1600	VACATION PAY	17,574.84	0.00	20,309.75	20,309.75 -	0
001-541-10-1800	HOLIDAY PAY	19,141.01	0.00	21,105.09	21,105.09 -	0
001-541-10-1820	HOLIDAY PREMIUM	0.00	0.00	1,601.77	1,601.77 -	0
001-541-10-2100	FICA EXPENSE	22,171.25	118,880.00	29,077.40	89,802.60	24
001-541-10-2200	RETIREMENT	44,535.91	236,570.00	61,012.92	175,557.08	26
001-541-10-2300	LIFE & HEALTH INSURANCE	51,317.42	243,360.00	63,289.55	180,070.45	26
001-541-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,000.00	0.00	2,000.00	0
001-541-10-2600	WORKERS COMPENSATION INSURANCE	11,240.89	25,000.00	20,220.17	4,779.83	81
001-541-30-3100	PROFESSIONAL SERVICES	26,031.62	454,949.25	14,220.57	440,728.68	3
001-541-30-3400	OTHER CONTRACTUAL SERVICES	69,555.07	416,640.74	183,516.17	233,124.57	44
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	49,135.00	395,000.00	78,484.75	316,515.25	20
001-541-30-3450	CLOTHING AND UNIFORMS	3,146.70	8,000.00	2,895.24	5,104.76	36
001-541-30-4000	TRAVEL & PER DIEM	208.40	5,500.00	9.86	5,490.14	0
001-541-30-4100	TELEPHONE EXPENSE	5,360.02	24,600.00	4,920.26	19,679.74	20
001-541-30-4110	IT LICENSING / EQUIPMENT	11,227.94	83,100.00	23,047.99	60,052.01	28
001-541-30-4200	POSTAGE/TRANSPORTATION FEES	39.92	150.00	0.00	150.00	0

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001-541-30-4300	UTILITIES EXPENSE	4,032.15	23,200.00	7,427.76	15,772.24	32
001-541-30-4350	VILLAGES STREET LIGHTING	124,579.09	600,000.00	86,095.80	513,904.20	14
001-541-30-4400	RENTAL & LEASING	3,212.42	7,580.00	12,473.69	4,893.69 -	165
001-541-30-4600	REPAIR & MAINTENANCE	21,371.64	51,500.00	5,260.96	46,239.04	10
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	879.78	35,000.00	718.06	34,281.94	2
001-541-30-4603	PAVEMENT PRESERVATION/REHABILITATION	0.00	1,000,000.00	0.00	1,000,000.00	0
001-541-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	3,000.00	0.00	3,000.00	0
001-541-30-4940	LANDFILL DISPOSAL FEES	1,822.13	6,000.00	945.79	5,054.21	16
001-541-30-4960	BOOT ALLOWANCE	1,796.59	4,200.00	1,935.17	2,264.83	46
001-541-30-5100	OFFICE SUPPLIES	1,160.82	3,000.00	830.00	2,170.00	28
001-541-30-5200	OPERATING SUPPLIES	24,754.61	70,000.00	17,313.79	52,686.21	25
001-541-30-5250	FUEL EXPENSE	7,786.46	35,000.00	6,574.67	28,425.33	19
001-541-30-5400	SUBSCRIPTIONS/DUES	4,245.98	14,815.00	1,015.99	13,799.01	7
001-541-30-5500	TRAINING	2,123.80	22,080.00	1,537.00	20,543.00	7
001-541-60-6115	CITY HALL / ANNEX REHAB	2,104.42	58,821.19	11,196.03	47,625.16	19
001-541-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	150,000.00	17,190.64	132,809.36	11
001-541-60-6210	PUBLIC WORKS BUILDING	6,308.00	0.00	0.00	0.00	0
001-541-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	75,000.00	6,094.96	68,905.04	8
001-541-60-6400	CAP. IMPROVEMENT-MACHINERY	127,209.02	231,297.00	61,319.86	169,977.14	27
001-541-60-6681	PRINCIPAL-EQUIPMENT LEASE	28,171.17	29,240.00	29,231.37	8.63	100
001-541-60-6691	INTEREST-EQUIPMENT LEASE	2,160.33	1,110.00	1,100.13	9.87	99
	541 PUBLIC WORKS/STREET DEPT.	948,172.60	5,988,563.18	1,129,263.64	4,859,299.54	19
001-549-00-0000	FLEET MAINTENANCE DEPT:	0.00	0.00	0.00	0.00	0
001-549-10-1200	SALARIES	56,189.38	292,280.00	60,292.15	231,987.85	21
001-549-10-1300	OVERTIME	0.00	1,500.00	0.00	1,500.00	0
001-549-10-1500	SICK LEAVE	918.14	0.00	1,186.53	1,186.53 -	0
001-549-10-1600	VACATION PAY	5,321.02	0.00	8,049.80	8,049.80 -	0

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<i>Expenditure Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>YTD Expended</i>	<i>Unexpended</i>	<i>% Expd</i>
001-549-10-1800	HOLIDAY PAY	4,966.62	0.00	4,237.78	4,237.78 -	0
001-549-10-2100	FICA EXPENSE	5,155.82	22,480.00	5,643.13	16,836.87	25
001-549-10-2200	RETIREMENT	8,131.74	39,870.00	10,010.13	29,859.87	25
001-549-10-2210	BENEFIT ADMIN FEES	0.00	0.00	27.00	27.00 -	0
001-549-10-2300	LIFE & HEALTH INSURANCE	12,217.45	46,800.00	13,392.05	33,407.95	29
001-549-10-2600	WORKERS COMPENSATION INSURANCE	4,383.97	8,200.00	6,632.22	1,567.78	81
001-549-30-3100	PROFESSIONAL SERVICES	25.00	500.00	0.00	500.00	0
001-549-30-3400	OTHER CONTRACTUAL SERVICES	210.00	8,000.00	1,423.50	6,576.50	18
001-549-30-3450	CLOTHING AND UNIFORMS	1,626.13	1,500.00	565.24	934.76	38
001-549-30-4000	TRAVEL & PER DIEM	0.00	100.00	0.00	100.00	0
001-549-30-4100	TELEPHONE EXPENSE	981.15	3,500.00	190.43	3,309.57	5
001-549-30-4110	IT LICENSING / EQUIPMENT	5,881.35	31,500.00	7,196.65	24,303.35	23
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	100.00	24.20	75.80	24
001-549-30-4300	UTILITIES EXPENSE	2,055.83	7,000.00	1,265.12	5,734.88	18
001-549-30-4400	RENTAL & LEASING	546.48	2,500.00	140.82	2,359.18	6
001-549-30-4600	REPAIR & MAINTENANCE	382.48	5,000.00	609.18	4,390.82	12
001-549-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	100.00	0.00	100.00	0
001-549-30-4960	BOOT ALLOWANCE	171.19	700.00	175.00	525.00	25
001-549-30-5100	OFFICE SUPPLIES	878.82	1,500.00	14.55	1,485.45	1
001-549-30-5200	OPERATING SUPPLIES	10,378.06	35,000.00	10,956.91	24,043.09	31
001-549-30-5250	FUEL EXPENSE	888.47	3,600.00	1,176.69	2,423.31	33
001-549-30-5400	SUBSCRIPTIONS/DUES	0.00	500.00	239.00	261.00	48
001-549-30-5500	TRAINING	299.00	3,000.00	150.00	2,850.00	5
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	65,444.28	45,000.00	9,708.20	35,291.80	22
	549 FLEET MAINTENANCE DEPT:	187,052.38	560,230.00	143,306.28	416,923.72	26
001-572-00-0000	PARKS & RECREATION:	0.00	0.00	0.00	0.00	0
001-572-10-1200	SALARIES	133,314.31	1,027,940.00	162,688.95	865,251.05	16

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001-572-10-1250	ON CALL	1,200.00	3,500.00	1,150.00	2,350.00	33
001-572-10-1300	OVERTIME	3,378.02	2,000.00	2,784.18	784.18 -	139
001-572-10-1500	SICK LEAVE	3,977.48	0.00	4,758.04	4,758.04 -	0
001-572-10-1600	VACATION PAY	5,614.92	0.00	16,354.04	16,354.04 -	0
001-572-10-1800	HOLIDAY PAY	10,364.96	0.00	9,493.69	9,493.69 -	0
001-572-10-1820	HOLIDAY PREMIUM	0.00	0.00	3,552.27	3,552.27 -	0
001-572-10-2100	FICA EXPENSE	12,330.86	79,060.00	15,480.77	63,579.23	20
001-572-10-2200	RETIREMENT	19,022.64	140,240.00	27,279.47	112,960.53	19
001-572-10-2300	LIFE & HEALTH INSURANCE	36,093.82	168,480.00	40,115.04	128,364.96	24
001-572-10-2600	WORKERS COMPENSATION INSURANCE	3,372.28	6,500.00	5,257.26	1,242.74	81
001-572-30-3100	PROFESSIONAL SERVICES	3,864.85	14,000.00	1,185.00	12,815.00	8
001-572-30-3400	OTHER CONTRACTUAL SERVICES	51,857.57	159,200.00	61,072.33	98,127.67	38
001-572-30-3450	CLOTHING AND UNIFORMS	0.00	8,250.00	2,318.16	5,931.84	28
001-572-30-4000	TRAVEL & PER DIEM	19.28	4,550.00	104.27	4,445.73	2
001-572-30-4100	TELEPHONE EXPENSE	5,636.12	14,600.00	5,561.15	9,038.85	38
001-572-30-4110	IT LICENSING / EQUIPMENT	13,736.52	53,720.00	10,818.68	42,901.32	20
001-572-30-4150	ADVERTISING AND PROMOTIONS	15,548.96	25,000.00	3,826.96	21,173.04	15
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	1.14	200.00	0.00	200.00	0
001-572-30-4300	UTILITIES EXPENSE	4,185.00	35,000.00	13,019.81	21,980.19	37
001-572-30-4400	RENTAL & LEASING	869.84	6,900.00	2,518.82	4,381.18	36
001-572-30-4600	REPAIR & MAINTENANCE	14,859.69	48,650.00	22,437.28	26,212.72	46
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	0.00	36,000.00	2,913.24	33,086.76	8
001-572-30-4610	BAKER HOUSE MAINTENANCE	344.12	15,000.00	58.96	14,941.04	0
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	3,299.72	5,720.00	709.56	5,010.44	12
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	4,188.25	15,000.00	1,487.59	13,512.41	10
001-572-30-4900	MISC. EXPENSE & OTHER CURRENT	424.19	5,000.00	40.08 -	5,040.08	1 -
001-572-30-4910	SPECIAL EVENTS	37,962.49	165,800.00	51,688.97	114,111.03	31
001-572-30-4915	PROGRAMS, ACTIVITIES & LEAGUES	22,786.22	104,400.00	17,005.73	87,394.27	16

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001-572-30-4920	SUMMER RECREATION PROGRAM	627.82	48,000.00	0.00	48,000.00	0
001-572-30-4960	BOOT ALLOWANCE	146.93	1,580.00	406.01	1,173.99	26
001-572-30-5100	OFFICE SUPPLIES	1,185.85	4,500.00	431.37	4,068.63	10
001-572-30-5200	OPERATING SUPPLIES	30,363.67	81,500.00	9,191.94	72,308.06	11
001-572-30-5250	FUEL EXPENSE	5,582.84	25,000.00	4,057.30	20,942.70	16
001-572-30-5280	LANDSCAPING	6,440.41	15,000.00	2,239.85	12,760.15	15
001-572-30-5400	SUBSCRIPTIONS/DUES	0.00	3,210.00	507.20	2,702.80	16
001-572-30-5500	TRAINING	824.00	7,200.00	1,936.31	5,263.69	27
001-572-60-6200	CAP. IMPROVEMENT-BUILDINGS	20,284.00	14,500.00	0.00	14,500.00	0
001-572-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	13,000.00	17,608.42	4,608.42 -	135
001-572-60-6351	MLK PARK PROJECT	77,018.69	0.00	0.00	0.00	0
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	24,040.69	107,750.00	80,820.10	26,929.90	75
	572 PARKS & RECREATION:	574,768.15	2,465,950.00	602,798.64	1,863,151.36	24
001-575-00-0000	COMMUNITY CENTER:	0.00	0.00	0.00	0.00	0
001-575-10-1200	SALARIES	8,455.84	140,290.00	19,113.34	121,176.66	14
001-575-10-1300	OVERTIME	0.00	0.00	112.50	112.50 -	0
001-575-10-2100	FICA EXPENSE	646.90	10,740.00	1,470.81	9,269.19	14
001-575-10-2200	RETIREMENT	1,007.10	19,040.00	2,540.79	16,499.21	13
001-575-10-2300	LIFE & HEALTH INSURANCE	4.75	200.00	0.00	200.00	0
001-575-30-3100	PROFESSIONAL SERVICES	499.85	3,000.00	0.00	3,000.00	0
001-575-30-3400	OTHER CONTRACTUAL SERVICES	305.00	8,440.00	5,582.82	2,857.18	66
001-575-30-3450	CLOTHING AND UNIFORMS	0.00	1,200.00	0.00	1,200.00	0
001-575-30-4100	TELEPHONE EXPENSE	1,539.40	6,680.00	0.00	6,680.00	0
001-575-30-4200	POSTAGE/TRANSPORTATION FEES	46.59	250.00	0.00	250.00	0
001-575-30-4300	UTILITIES EXPENSE	12,284.79	40,000.00	6,945.59	33,054.41	17
001-575-30-4400	RENTAL & LEASING	637.87	1,600.00	363.60	1,236.40	23
001-575-30-4600	REPAIR & MAINTENANCE	683.64	30,000.00	12,340.46	17,659.54	41

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<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
001-575-30-5100	OFFICE SUPPLIES	703.81	1,000.00	10.59	989.41	1
001-575-30-5200	OPERATING SUPPLIES	2,295.19	10,000.00	1,677.06	8,322.94	17
001-575-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	250,000.00	0.00	250,000.00	0
	575 COMMUNITY CENTER:	29,110.73	522,440.00	50,157.56	472,282.44	10
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	0.00	6,061,795.00	0.00	6,061,795.00	0
001-581-00-1040	TRANSFER TO EXPANDED CRA	0.00	215,690.00	0.00	215,690.00	0
001-581-90-3010	TRANSFER TO CAPITAL PROJECT FUND	0.00	15,700,000.00	0.00	15,700,000.00	0
	581 Total	0.00	15,915,690.00	0.00	15,915,690.00	0
GENERAL FUND Expenditure Totals		4,844,194.62	47,081,729.56	5,164,898.37	41,916,831.19	11

<u>YTD</u>	<u>001 GENERAL FUND</u>	<u>Prior</u>
20,168,219.92	Revenues:	15,969,375.63
5,164,898.37	Expenditures:	4,844,194.62
15,003,321.55	Net Income:	11,125,181.01

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
101-361-1350	INTEREST EARNED	172.17	200.00	49.45	150.55 -	25
101-364-1000	CEMETERY LOT SALES	700.00	0.00	0.00	0.00	0
101-366-1350	CONTRIBUTIONS/DUES	440.00	2,000.00	20.00	1,980.00 -	1
101-366-1360	GRAVE OPENING PERMITS	450.00	600.00	0.00	600.00 -	0
101-369-0000	OTHER MISCELLANEOUS REVENUE	0.00	100.00	0.00	100.00 -	0
101-389-5000	NON-OPER/ CEMETERY RESERVES FORWAR	0.00	62,970.00	0.00	62,970.00 -	0
CEMETERY FUND Revenue Totals		1,762.17	65,870.00	69.45	65,800.55 -	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
101-569-00-0000	GREENWOOD CEMETERY:	0.00	0.00	0.00	0.00	0
101-569-30-3100	PROFESSIONAL SERVICES	0.00	200.00	0.00	200.00	0
101-569-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	500.00	0
101-569-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	200.00	0.00	200.00	0
101-569-30-5200	OPERATING SUPPLIES	0.00	100.00	0.00	100.00	0
569 GREENWOOD CEMETERY:		0.00	1,000.00	0.00	1,000.00	0

101-580-90-9999	CONTINGENCY	0.00	64,870.00	0.00	64,870.00	0
CEMETERY FUND Expenditure Totals		0.00	65,870.00	0.00	65,870.00	0

<u>YTD</u>	<u>101 CEMETERY FUND</u>	<u>Prior</u>
69.45	Revenues:	1,762.17
0.00	Expenditures:	0.00
69.45	Net Income:	1,762.17

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
104-361-0000	INTEREST	4,220.04	0.00	2,827.20	2,827.20	0
104-369-9000	TAX INCREMENT FINANCING - SUM CTY	0.00	368,670.00	0.00	368,670.00 -	0
104-382-0010	TRANSFER FROM GENERAL	0.00	215,690.00	0.00	215,690.00 -	0
104-389-5006	CASH FORWARD - CRA DISTRICT	0.00	1,396,500.00	0.00	1,396,500.00 -	0
COMMUNITY REDEVELOPMENT Revenue Tot		4,220.04	1,980,860.00	2,827.20	1,978,032.80 -	0
<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
104-550-00-0000	COMM REDEVELOPMENT DEPT.:	0.00	0.00	0.00	0.00	0
104-550-10-1200	SALARIES	10,592.25	68,420.00	11,211.85	57,208.15	16
104-550-10-1500	SICK LEAVE	418.17	0.00	606.34	606.34 -	0
104-550-10-1600	VACATION PAY	1,223.66	0.00	1,389.53	1,389.53 -	0
104-550-10-1800	HOLIDAY PAY	818.98	0.00	808.46	808.46 -	0
104-550-10-2100	FICA EXPENSE	998.59	5,240.00	1,072.26	4,167.74	20
104-550-10-2200	RETIREMENT	4,120.86	23,620.00	4,838.38	18,781.62	20
104-550-10-2300	LIFE & HEALTH INSURANCE	1,174.96	3,600.00	1,102.88	2,497.12	31
104-550-30-3100	PROFESSIONAL SERVICES	0.00	40,000.00	0.00	40,000.00	0
104-550-30-4000	TRAVEL & PER DIEM	0.00	750.00	0.00	750.00	0
104-550-30-5400	SUBSCRIPTIONS/DUES	200.00	200.00	175.00	25.00	88
104-550-30-5500	TRAINING	0.00	1,500.00	0.00	1,500.00	0
104-550-60-6330	FACADE IMPROVEMENT GRANT	0.00	80,000.00	3,891.36	76,108.64	5
104-550-70-7303	DEMOLITIONS	0.00	25,000.00	0.00	25,000.00	0
104-550-70-7307	MISC. OTHER PROJECTS	0.00	8,679.00	0.00	8,679.00	0
104-550-70-7308	DOWNTOWN PARKING IMPROVEMENTS	0.00	240,000.00	0.00	240,000.00	0
550 COMM REDEVELOPMENT DEPT.:		19,547.47	497,009.00	25,096.06	471,912.94	5
104-580-90-9904	CONTINGENCY - CRA DISTRICT	0.00	1,492,530.00	0.00	1,492,530.00	0
COMMUNITY REDEVELOPMENT Expenditure		19,547.47	1,989,539.00	25,096.06	1,964,442.94	1

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YTD	104 COMMUNITY REDEVELOPMENT	Prior
<u>2,827.20</u>		
	Revenues:	<u>4,220.04</u>
<u>25,096.06</u>	Expenditures:	<u>19,547.47</u>
<u>22,268.86 -</u>	Net Income:	<u>15,327.43 -</u>

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
105-361-0000	INTEREST	54.10	100.00	13.58	86.42 -	14
105-369-0058	DONATIONS	10,869.00	15,000.00	17,911.00	2,911.00	119
105-389-5010	CASH FORWARD - BAKER HOUSE	0.00	18,000.00	0.00	18,000.00 -	0
BAKER HOUSE Revenue Totals		10,923.10	33,100.00	17,924.58	15,175.42 -	54

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
105-576-00-0000	BAKER HOUSE DEPARTMENT:	0.00	0.00	0.00	0.00	0
105-576-30-4620	BAKER HOUSE OPERATIONS	23.11	0.00	0.00	0.00	0
105-580-90-9910	CONTINGENCY - BAKER HOUSE	0.00	33,100.00	0.00	33,100.00	0
BAKER HOUSE Expenditure Totals		23.11	33,100.00	0.00	33,100.00	0

<u>YTD</u>	105 BAKER HOUSE	<u>Prior</u>
17,924.58	Revenues:	10,923.10
0.00	Expenditures:	23.11
17,924.58	Net Income:	10,899.99

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106-589-5010	CARRY FORWARD - HISTORICAL FUND	0.00	45.00	0.00	45.00 -	0
	WILDWOOD AREA HISTORICAL ASSOCIATIO	0.00	45.00	0.00	45.00 -	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
106-577-00-0000	WILDWOOD AREA HISTORICAL ASSN	0.00	0.00	0.00	0.00	0
106-580-90-9911	CONTINGENCY - HISTORICAL ACCT	0.00	45.00	0.00	45.00	0
	WILDWOOD AREA HISTORICA Expenditure Tr	0.00	45.00	0.00	45.00	0

<u>YTD</u>	<u>106 WILDWOOD AREA HISTORICAL ASSOCI/</u>	<u>Prior</u>
0.00	Revenues:	0.00
0.00	Expenditures:	0.00
0.00	Net Income:	0.00

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
107-341-3004	RECREATION IMPACT FEES	223,268.56	225,000.00	179,308.20	45,691.80 -	80
107-361-0000	INTEREST	1,591.86	1,000.00	1,500.54	500.54	150
107-389-5004	CASH FORWARD - P & R IMPACT FEE	0.00	736,160.00	0.00	736,160.00 -	0
RECREATION IMPACT FEES Revenue Totals		224,860.42	962,160.00	180,808.74	781,351.26 -	18

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
107-572-00-0000	RECREATION IMPACT FEES:	0.00	0.00	0.00	0.00	0
107-580-90-9903	CONTINGENCY - P&R IMPACT FEES	0.00	962,160.00	0.00	962,160.00	0
RECREATION IMPACT FEES Expenditure Tota		0.00	962,160.00	0.00	962,160.00	0

<u>YTD</u>	107 RECREATION IMPACT FEES	<u>Prior</u>
180,808.74	Revenues:	224,860.42
0.00	Expenditures:	0.00
180,808.74	Net Income:	224,860.42

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
108-341-3001	LAW ENFORCEMENT IMPACT FEES	292,705.65	1,100,000.00	255,332.50	844,667.50 -	23
108-361-0000	INTEREST	64.30	100.00	34.28	65.72 -	34
108-389-5002	CASH FORWARD - POLICE IMPACT FEE	0.00	1,320,330.00	0.00	1,320,330.00 -	0
	LAW ENFORCEMENT IMPACT FEES Revenue	292,769.95	2,420,430.00	255,366.78	2,165,063.22 -	10

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
108-521-00-0000	LAW ENFORCEMENT IMPACT FEES:	0.00	0.00	0.00	0.00	0
108-521-30-4900	MISC. EXPENSE & OTHER CURRENT	130.08	0.00	66.44	66.44 -	0
108-521-60-6200	CAP.IMPROVEMENT-BUILDINGS	0.00	400,000.00	0.00	400,000.00	0
108-521-60-6400	CAP. IMPROVEMENT- MACHINERY & EQUIPM	0.00	608,375.44	4,983.52	603,391.92	1
108-521-70-9105	TRANSFER TO GENERAL FUND - LOAN PAYM	0.00	412,800.00	0.00	412,800.00	0
	521 LAW ENFORCEMENT IMPACT FEES:	130.08	1,421,175.44	5,049.96	1,416,125.48	0
108-580-90-9902	CONTINGENCY -LAW ENFORCEMENT IMPAC	0.00	1,483,630.00	0.00	1,483,630.00	0
	LAW ENFORCEMENT IMPACT Expenditure To	130.08	2,904,805.44	5,049.96	2,899,755.48	0

<u>YTD</u>	<u>108 LAW ENFORCEMENT IMPACT FEES</u>	<u>Prior</u>
255,366.78	Revenues:	292,769.95
5,049.96	Expenditures:	130.08
250,316.82	Net Income:	292,639.87

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
301-334-9000	STATE GRANT REVENUE	0.00	900,000.00	0.00	900,000.00 -	0
301-361-0000	INTEREST	45,011.54	10,000.00	32,892.63	22,892.63	329
301-382-0010	TRANSFER FROM GENERAL FUND	0.00	15,700,000.00	0.00	15,700,000.00 -	0
301-389-5000	NON-OPERATIONAL CASH FORWARD-CAP.IM	0.00	13,481,125.00	0.00	13,481,125.00 -	0
CAPITAL IMPROVEMENT FUND Revenue Total		45,011.54	30,091,125.00	32,892.63	30,058,232.37 -	0
<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
301-500-00-0000	CAPITAL IMPROVEMENT FUND	0.00	0.00	0.00	0.00	0
301-513-60-6201	CITY HALL HVAC PROJECT	19,358.10	0.00	0.00	0.00	0
301-516-60-6301	DOWNTOWN MASTER PLAN PROJECTS	4,759.61	40,700.00	19,663.37	21,036.63	48
301-516-60-6304	TRAILWINDS FOUNTAIN	0.00	0.00	266.59	266.59 -	0
516 Total		4,759.61	40,700.00	19,929.96	20,770.04	49
301-521-60-6301	POLICE DEPARTMENT HQ MONUMENT SIGN	0.00	21,269.00	0.00	21,269.00	0
301-541-60-6101	DRAINAGE PROJECT LAND ACQUISITION	0.00	32,100.00	13,800.00	18,300.00	43
301-541-60-6202	MUNICIPAL SERVICES COMPLEX PROJECT	245,103.71	97,445.45	67,810.02	29,635.43	70
301-541-60-6204	PW BUILDING HVAC UPGRADES	1,562.50	80,000.00	3,940.00	76,060.00	5
301-541-60-6205	MSC HVAC UPGRADES	454.60	0.00	0.00	0.00	0
301-541-60-6301	PLEASANTDALE REHAB	8,130.00	407,173.92	303,615.10	103,558.82	75
301-541-60-6302	BARWICK REHAB	4,280.00	1,709,468.20	7,722.00	1,701,746.20	0
301-541-60-6303	OAK GROVE VILLAGE DRAINAGE IMPROVEM	95,778.28	935,870.00	31,650.00	904,220.00	3
301-541-60-6305	PAVEMENT PRESERVATION PLAN	0.00	60,000.00	0.00	60,000.00	0
301-541-60-6306	CLAY DRAIN ROAD DESIGN	40,001.00	398,517.00	24,563.00	373,954.00	6
301-541-60-6307	JACKSON ST IMPROVEMENTS	0.00	2,027,021.00	22,000.00	2,005,021.00	1
301-541-60-6308	HUEY ST IMPROVEMENTS	5,350.00	1,539,900.00	271,240.70	1,268,659.30	18
301-541-60-6309	ST CLAIR STREET IMPROVEMENTS	0.00	250,000.00	0.00	250,000.00	0

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301-541-60-6310	DOWNTOWN PARKING GARAGE	0.00	8,330,288.24	442,669.75	7,887,618.49	5
301-541-60-6311	MSC ENTRANCE GATE	0.00	25,000.00	12,530.95	12,469.05	50
301-541-60-6312	BROKEN OAK DRIVE	0.00	400,000.00	283,759.42	116,240.58	71
301-541-60-6313	CSX ROAD REHAB	0.00	50,000.00	0.00	50,000.00	0
301-541-60-6314	WATERSHED MASTER PLAN	0.00	620,000.00	0.00	620,000.00	0
	541 Total	400,660.09	16,962,783.81	1,485,300.94	15,477,482.87	9
301-572-60-6201	MLK PARK CONCESSION STAND/RESTROOM	5,000.00	0.00	3,910.27	3,910.27 -	0
301-572-60-6202	BAKER HOUSE RESTROOMS	38,625.98	0.00	0.00	0.00	0
301-572-60-6205	RECREATION CENTER AT MLK PARK	823.40	1,031,161.60	156,456.00	874,705.60	15
301-572-60-6207	OUTREACH CENTER RE-ROOF	15,590.00	0.00	0.00	0.00	0
301-572-60-6302	MILLENNIUM PARK IMPROVEMENTS	112,265.50	7,910,327.00	12,084.00	7,898,243.00	0
301-572-60-6303	MLK PARK BASKETBALL COURT REHAB	7,814.40	0.00	0.00	0.00	0
301-572-60-6304	LAKE DEATON PIER IMPROVEMENTS	24.40	315,000.00	1,580.70	313,419.30	0
301-572-60-6305	CITY HALL COURTYARD REHAB	27,410.00	12,588.00	12,588.00	0.00	100
301-572-60-6306	OXFORD PARK IMPROVEMENTS	0.00	150,000.00	0.00	150,000.00	0
301-572-60-6307	DOG PARK IMPROVEMENTS	0.00	60,000.00	0.00	60,000.00	0
	572 Total	207,553.68	9,479,076.60	186,618.97	9,292,457.63	2
301-575-60-6201	COMMUNITY CENTER HVAC UPGRADES	9,482.50	400,000.00	13,520.00	386,480.00	3
301-580-90-9901	CONTINGENCY-CAP.IMPROVEMENT FUND	0.00	5,661,125.00	0.00	5,661,125.00	0
	CAPITAL IMPROVEMENT FUN Expenditure To	641,813.98	32,564,954.41	1,705,369.87	30,859,584.54	5
YTD	301 CAPITAL IMPROVEMENT FUND	Prior				
32,892.63	Revenues:	45,011.54				
1,705,369.87	Expenditures:	641,813.98				

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1,672,477.24 -

Net Income: 596,802.44 -

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
401-343-3100	WATER SALES-OPERATING INCOME	1,029,763.00	4,016,300.00	657,671.67	3,358,628.33 -	16
401-343-3500	WATER- METER INSTALLATIONS	93,212.90	263,000.00	58,516.67	204,483.33 -	22
401-343-3510	WATER- OTHER (ON/OFF FEES)	13,250.00	30,000.00	6,045.00	23,955.00 -	20
401-343-3520	WATER INCOME-OTHER	5,215.50	10,000.00	2,876.30	7,123.70 -	29
401-343-3521	RETURN CHECK BILLINGS	25,482.58 -	0.00	0.00	0.00	0
401-343-3550	WATER UTILITY TAX	10,438.90	0.00	0.00	0.00	0
401-343-5100	SEWER OPERATING INCOME-BILLINGS	1,582,197.29	7,100,600.00	1,028,688.83	6,071,911.17 -	14
401-343-5510	SEWER OTHER MISC	0.00	12,000.00	0.00	12,000.00 -	0
401-343-5511	LAND LEASE-TURTLE MOUNT(TOWER)	6,612.50	15,000.00	5,290.00	9,710.00 -	35
401-343-5520	TSS/COD WASTEWATER FEES	254,169.85	800,000.00	165,114.30	634,885.70 -	21
401-343-6100	REUSE WATER OPERATIONS	25,948.93	118,450.00	30,216.74	88,233.26 -	26
401-361-0000	INTEREST EARNINGS	42,232.15	50,000.00	18,108.48	31,891.52 -	36
401-389-5000	Non-Operational-Cash Forward- W/S	0.00	7,600,000.00	0.00	7,600,000.00 -	0
UTILITY FUND Revenue Totals		3,037,558.44	20,015,350.00	1,972,527.99	18,042,822.01 -	9

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
401-530-00-0000	PHYSICAL ENVIRONMENT/ADMIN:	0.00	0.00	0.00	0.00	0
401-530-10-1200	SALARIES	38,879.27	191,040.00	38,644.11	152,395.89	20
401-530-10-1300	OVERTIME	0.00	1,000.00	0.00	1,000.00	0
401-530-10-1500	SICK LEAVE	1,987.00	0.00	2,593.15	2,593.15 -	0
401-530-10-1600	VACATION PAY	3,251.41	0.00	4,600.78	4,600.78 -	0
401-530-10-1800	HOLIDAY PAY	3,197.75	0.00	2,787.90	2,787.90 -	0
401-530-10-2100	FICA EXPENSE	3,613.38	14,700.00	3,715.34	10,984.66	25
401-530-10-2200	RETIREMENT	5,690.79	25,880.00	6,598.53	19,281.47	26
401-530-10-2210	BENEFIT ADMIN FEES	18.00	0.00	13.50	13.50 -	0
401-530-10-2300	LIFE & HEALTH INSURANCE	12,024.16	37,440.00	11,542.24	25,897.76	31
401-530-10-2500	UNEMPLOYMENT COMPENSATION	0.00	1,500.00	0.00	1,500.00	0
401-530-10-2600	WORKERS COMPENSATION INSURANCE	562.04	1,000.00	808.82	191.18	81

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401-530-30-3100	PROFESSIONAL SERVICES	0.00	3,000.00	45.00	2,955.00	2
401-530-30-3200	ACCOUNTING & AUDITING FEES	0.00	24,000.00	0.00	24,000.00	0
401-530-30-3400	OTHER CONTRACTUAL SERVICES	6,292.23	34,950.00	7,281.34	27,668.66	21
401-530-30-4000	TRAVEL & PER DIEM	0.00	500.00	0.00	500.00	0
401-530-30-4100	TELEPHONE EXPENSE	1,394.20	5,000.00	966.42	4,033.58	19
401-530-30-4110	IT LICENSING / EQUIPMENT	18,607.68	37,730.00	23,183.54	14,546.46	61
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	5,082.39	32,800.00	5,001.26	27,798.74	15
401-530-30-4300	UTILITIES EXPENSE	5,237.99	20,000.00	3,382.12	16,617.88	17
401-530-30-4400	RENTAL & LEASING	1,071.24	3,650.00	887.90	2,762.10	24
401-530-30-4500	GENERAL INSURANCE	184,869.50	400,000.00	314,964.50	85,035.50	79
401-530-30-4600	REPAIR & MAINTENANCE	1,092.11	23,700.00	10,663.79	13,036.21	45
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	3,500.11	14,500.00	3,347.36	11,152.64	23
401-530-30-5100	OFFICE SUPPLIES	150.29	1,000.00	129.72	870.28	13
401-530-30-5200	OPERATING SUPPLIES	2,031.30	5,500.00	716.79	4,783.21	13
401-530-30-5400	SUBSCRIPTIONS/DUES	0.00	500.00	0.00	500.00	0
401-530-30-5500	TRAINING	702.00	1,000.00	0.00	1,000.00	0
	530 PHYSICAL ENVIRONMENT/ADMIN:	299,254.84	880,390.00	441,874.11	438,515.89	50
401-533-00-0000	WATER DEPARTMENT:	0.00	0.00	0.00	0.00	0
401-533-10-1200	SALARIES	180,811.46	967,250.00	183,750.67	783,499.33	19
401-533-10-1250	ON CALL	2,475.00	7,800.00	3,300.00	4,500.00	42
401-533-10-1300	OVERTIME	3,762.80	15,000.00	4,457.50	10,542.50	30
401-533-10-1500	SICK LEAVE	8,037.60	0.00	5,455.05	5,455.05 -	0
401-533-10-1600	VACATION PAY	12,576.14	0.00	10,182.82	10,182.82 -	0
401-533-10-1800	HOLIDAY PAY	13,097.38	0.00	12,715.21	12,715.21 -	0
401-533-10-1820	HOLIDAY PREMIUM	1,114.59	5,000.00	0.00	5,000.00	0
401-533-10-2100	FICA EXPENSE	16,973.46	76,130.00	16,817.58	59,312.42	22
401-533-10-2200	RETIREMENT	26,735.28	135,030.00	29,876.96	105,153.04	22

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401-533-10-2210	BENEFIT ADMIN FEES	40.50	0.00	36.00	36.00 -	0
401-533-10-2300	LIFE & HEALTH INSURANCE	38,364.21	168,480.00	39,626.66	128,853.34	24
401-533-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	2,500.00	0
401-533-10-2600	WORKERS COMPENSATION INSURANCE	8,430.66	16,000.00	12,940.88	3,059.12	81
401-533-30-3100	PROFESSIONAL SERVICES	28,538.82	60,000.00	6,909.23	53,090.77	12
401-533-30-3400	OTHER CONTRACTUAL SERVICES	3,239.77	349,000.00	9,183.91	339,816.09	3
401-533-30-3450	CLOTHING AND UNIFORMS	2,165.80	9,000.00	2,040.35	6,959.65	23
401-533-30-4000	TRAVEL & PER DIEM	2,902.99	8,000.00	898.70	7,101.30	11
401-533-30-4100	TELEPHONE EXPENSE	9,492.10	38,600.00	5,844.63	32,755.37	15
401-533-30-4110	IT LICENSING / EQUIPMENT	14,314.65	83,500.00	24,511.09	58,988.91	29
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	3,500.00	475.04	3,024.96	14
401-533-30-4300	UTILITIES EXPENSE	43,738.87	185,000.00	38,771.35	146,228.65	21
401-533-30-4400	RENTAL & LEASING	2,780.21	9,000.00	836.86	8,163.14	9
401-533-30-4600	REPAIR & MAINTENANCE	22,903.48	130,000.00	13,263.95	116,736.05	10
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	5,000.00	0.00	5,000.00	0
401-533-30-4960	BOOT ALLOWANCE	430.17	3,000.00	942.90	2,057.10	31
401-533-30-5010	BAD DEBT EXPENSE	60.19	0.00	0.00	0.00	0
401-533-30-5100	OFFICE SUPPLIES	1,837.73	6,500.00	1,400.73	5,099.27	22
401-533-30-5200	OPERATING SUPPLIES	152,246.70	125,000.00	48,394.68	76,605.32	39
401-533-30-5220	WATER METERS	15,005.78	311,445.01	56,009.26	255,435.75	18
401-533-30-5250	FUEL EXPENSE	10,475.78	45,000.00	9,863.54	35,136.46	22
401-533-30-5260	CHEMICALS	63,699.49	250,000.00	93,589.25	156,410.75	37
401-533-30-5270	LABORATORY SAMPLES	7,525.00	45,000.00	7,060.00	37,940.00	16
401-533-30-5400	SUBSCRIPTIONS/DUES	1,230.80	9,000.00	2,820.00	6,180.00	31
401-533-30-5500	TRAINING	1,247.00	7,600.00	411.22	7,188.78	5
401-533-60-6200	CAP. IMPROVEMENT-BUILDINGS	25,334.00	0.00	0.00	0.00	0
401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	24,569.35	87,750.00	4,974.85	82,775.15	6
401-533-60-6301	METER CHANGE OUT PROGRAM	81,600.00	137,500.00	0.00	137,500.00	0

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401-533-60-6350	LOOP/UPGRADE WATER MAINS	23,880.00	550,000.00	0.00	550,000.00	0
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	419,566.00	42,879.00	376,687.00	10
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	18,446.55	18,450.00	19,188.55	738.55 -	104
401-533-60-6691	LEASE PURCHASE INTEREST PMT	3,151.86	3,160.00	2,409.86	750.14	76
401-533-70-7319	CR 209 WATER MAIN EXTENSION	186,732.72	0.00	0.00	0.00	0
	533 WATER DEPARTMENT:	1,059,968.89	4,292,761.01	711,838.28	3,580,922.73	17
401-535-00-0000	WASTEWATER DEPARTMENT:	0.00	0.00	0.00	0.00	0
401-535-10-1200	SALARIES	193,976.44	1,454,140.00	257,855.14	1,196,284.86	18
401-535-10-1250	ON CALL	3,525.00	19,500.00	4,950.00	14,550.00	25
401-535-10-1300	OVERTIME	3,066.52	19,500.00	4,816.09	14,683.91	25
401-535-10-1500	SICK LEAVE	8,072.39	0.00	18,373.34	18,373.34 -	0
401-535-10-1600	VACATION PAY	19,333.79	0.00	17,929.11	17,929.11 -	0
401-535-10-1800	HOLIDAY PAY	13,197.30	0.00	15,912.91	15,912.91 -	0
401-535-10-1820	HOLIDAY PREMIUM	5,844.30	12,000.00	3,818.97	8,181.03	32
401-535-10-2100	FICA EXPENSE	18,897.15	115,150.00	24,732.80	90,417.20	21
401-535-10-2200	RETIREMENT	30,403.57	204,250.00	44,697.07	159,552.93	22
401-535-10-2210	BENEFIT ADMIN FEES	40.50	0.00	72.00	72.00 -	0
401-535-10-2300	LIFE & HEALTH INSURANCE	41,609.84	290,160.00	53,502.33	236,657.67	18
401-535-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	2,500.00	0
401-535-10-2600	WORKERS COMPENSATION INSURANCE	16,861.33	32,000.00	25,881.82	6,118.18	81
401-535-30-3100	PROFESSIONAL SERVICES	34,354.78	137,686.00	26,966.39	110,719.61	20
401-535-30-3400	OTHER CONTRACTUAL SERVICES	32,844.70	408,000.00	28,549.68	379,450.32	7
401-535-30-3450	CLOTHING AND UNIFORMS	2,640.22	10,000.00	2,530.58	7,469.42	25
401-535-30-4000	TRAVEL & PER DIEM	983.00	4,500.00	881.53	3,618.47	20
401-535-30-4100	TELEPHONE EXPENSE	4,615.84	20,000.00	4,681.22	15,318.78	23
401-535-30-4110	IT LICENSING / EQUIPMENT	12,104.65	87,170.00	24,783.76	62,386.24	28
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	729.92	2,000.00	371.29	1,628.71	19

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<i>Expenditure Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>YTD Expended</i>	<i>Unexpended</i>	<i>% Expd</i>
401-535-30-4300	UTILITIES EXPENSE	94,986.68	400,000.00	136,175.77	263,824.23	34
401-535-30-4400	RENTAL & LEASING	379.70	3,000.00	241.15	2,758.85	8
401-535-30-4600	REPAIR & MAINTENANCE	104,177.69	470,000.00	142,765.42	327,234.58	30
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	353.36	3,000.00	0.00	3,000.00	0
401-535-30-4940	LANDFILL DISPOSAL FEES	52,860.60	180,000.00	38,343.75	141,656.25	21
401-535-30-4960	BOOT ALLOWANCE	792.35	5,000.00	409.33	4,590.67	8
401-535-30-5100	OFFICE SUPPLIES	1,738.87	5,500.00	1,777.78	3,722.22	32
401-535-30-5200	OPERATING SUPPLIES	72,286.33	300,000.00	78,160.91	221,839.09	26
401-535-30-5250	FUEL EXPENSE	24,432.62	65,000.00	17,527.30	47,472.70	27
401-535-30-5260	CHEMICALS	47,250.61	200,000.00	68,666.13	131,333.87	34
401-535-30-5270	LABORATORY SAMPLES	26,769.00	65,000.00	18,636.00	46,364.00	29
401-535-30-5400	SUBSCRIPTIONS/DUES	421.85	4,000.00	2,300.00	1,700.00	58
401-535-30-5500	TRAINING	378.00	7,600.00	2,761.22	4,838.78	36
401-535-60-6250	LIFT STATION UPGRADES	0.00	720,556.00	232,665.46	487,890.54	32
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	4,569.35	86,594.00	0.00	86,594.00	0
401-535-60-6310	MILLENNIUM PARK PROJECT	14,250.00	117,989.62	45,319.62	72,670.00	38
401-535-60-6330	CR 209 LS UPGRADES	0.00	725,000.00	24,925.00	700,075.00	3
401-535-60-6340	GRAVITY SYSTEM RENEWAL & REPLACEMENT	0.00	346,500.00	0.00	346,500.00	0
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	318,420.11	1,163,500.00	436,826.89	726,673.11	38
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEMENT	163,895.00	550,000.00	68,423.70	481,576.30	12
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	75,617.58	79,985.00	79,982.17	2.83	100
401-535-60-6691	LEASE PURCHASE INTEREST PMT	8,981.09	4,620.00	4,616.50	3.50	100
401-535-60-6770	SR 44 FM / CCC DECOMMISSIONING	4,274.50	1,912,865.00	447,117.52	1,465,747.48	23
401-535-70-7303	WILDWOOD ESTATES LS	265,344.97	62,736.40	81,767.83	19,031.43 -	130
	535 WASTEWATER DEPARTMENT:	1,725,281.50	10,297,002.02	2,490,715.48	7,806,286.54	24
401-580-90-0000	CONTINGENCY:	0.00	0.00	0.00	0.00	0
401-580-90-9912	CONTIN- WATER SEWER-REFUSE	0.00	4,290,695.00	0.00	4,290,695.00	0

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<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
401-582-00-0000	DEBT SERVICE:	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
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	0.00	347,940.00	0.00	347,940.00	0
401-582-70-7105	DBT. SERV-PRIN-99 BOND REFIN	0.00	318,100.00	0.00	318,100.00	0
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T	53,534.92	107,757.00	54,914.18	52,842.82	51
401-582-70-7203	INT EXP.-SRF LOAN-2 (1996)	0.00	1,000,000.00	0.00	1,000,000.00	0
401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	0.00	31,980.00	0.00	31,980.00	0
401-582-70-7206	DEBT SERV-INTERST-2016 CONTINENTAL (BE	13,772.60	26,863.00	12,393.34	14,469.66	46
	582 DEBT SERVICE:	67,307.52	2,002,640.00	67,307.52	1,935,332.48	3
UTILITY FUND Expenditure Totals		3,151,812.75	21,763,488.03	3,711,735.39	18,051,752.64	17

<u>YTD</u>	<u>401 UTILITY FUND</u>	<u>Prior</u>
1,972,527.99	Revenues:	3,037,558.44
3,711,735.39	Expenditures:	3,151,812.75
1,739,207.40 -	Net Income:	114,254.31 -

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
402-361-0000	INTEREST	18,653.85	1,000.00	6,424.45	5,424.45	642
402-389-5000	CASH FORWARD	0.00	845,000.00	0.00	845,000.00 -	0
402-389-9001	LOAN PROCEEDS	0.00	120,000,000.00	0.00	120,000,000.00 -	0
402-389-9002	SRF LOAN PROCEEDS	0.00	12,000,000.00	0.00	12,000,000.00 -	0
CAPITAL PROJECTS (LOAN/GRANT) Revenue		18,653.85	132,846,000.00	6,424.45	132,839,575.55 -	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
402-536-70-7353	WWTP PROJECT	0.00	50,685,812.00	442,971.00	50,242,841.00	1
402-580-90-9913	CONTINGENCY - CONSTRUCTION FUND	0.00	82,846,000.00	0.00	82,846,000.00	0
CAPITAL PROJECTS (LOAN/ Expenditure Tot		0.00	133,531,812.00	442,971.00	133,088,841.00	0

<u>YTD</u>	<u>402 CAPITAL PROJECTS (LOAN/GRANT)</u>	<u>Prior</u>
6,424.45	Revenues:	18,653.85
442,971.00	Expenditures:	0.00
436,546.55 -	Net Income:	18,653.85

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
403-361-0000	INTEREST EARNINGS	251.11	100.00	57.88	42.12 -	58
403-389-5000	NON-OPERATIONAL-CASH FORWARD	0.00	63,300.00	0.00	63,300.00 -	0
INDUSTRIAL FUND Revenue Totals		251.11	63,400.00	57.88	63,342.12 -	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
403-552-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0
403-552-30-3100	PROFESSIONAL SERVICES	0.00	1,000.00	0.00	1,000.00	0
403-580-90-9999	CONTINGENCY	0.00	52,400.00	0.00	52,400.00	0
403-581-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0
403-581-00-0100	TRANSFER TO GENERAL FUND	0.00	10,000.00	0.00	10,000.00	0
INDUSTRIAL FUND Expenditure Totals		0.00	63,400.00	0.00	63,400.00	0

<u>YTD</u>	<u>403 INDUSTRIAL FUND</u>	<u>Prior</u>
57.88	Revenues:	251.11
0.00	Expenditures:	0.00
57.88	Net Income:	251.11

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
404-361-0000	INTEREST	16.46	0.00	5.29	5.29	0
404-389-5002	CASH FORWARD - WATER CONNECTIONS	0.00	175,000.00	0.00	175,000.00 -	0
WATER CONNECTION FEES Revenue Totals		16.46	175,000.00	5.29	174,994.71 -	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
404-533-00-0000	WATER CONNECTION FEES:	0.00	0.00	0.00	0.00	0
404-533-30-4900	MISC. EXPENSE & OTHER CURRENT	120.19	0.00	60.00	60.00 -	0
404-533-70-7352	ASHLEY WTP PROJECT	0.00	196,662.70	1,800.00	194,862.70	1
533 WATER CONNECTION FEES:		120.19	196,662.70	1,860.00	194,802.70	1
404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	0.00	175,000.00	0.00	175,000.00	0
WATER CONNECTION FEES Expenditure Tota		120.19	371,662.70	1,860.00	369,802.70	0

<u>YTD</u>	<u>404 WATER CONNECTION FEES</u>	<u>Prior</u>
5.29	Revenues:	16.46
1,860.00	Expenditures:	120.19
1,854.71 -	Net Income:	103.73 -

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
406-361-0000	INTEREST	12.92	0.00	2.63	2.63	0
406-389-5006	CASH FORWARD - WASTEWATER CONNECTION	0.00	183,800.00	0.00	183,800.00 -	0
	WASTEWATER CONNECTION FEES Revenue	12.92	183,800.00	2.63	183,797.37 -	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
406-535-00-0000	SEWER TAP CONNECTION FEES:	0.00	0.00	0.00	0.00	0
406-535-30-4900	MISC. EXPENSE & OTHER CURRENT	120.00	0.00	60.19	60.19 -	0
406-535-60-6393	WILDWOOD ESTATES LS	101,573.00	0.00	0.00	0.00	0
	535 SEWER TAP CONNECTION FEES:	101,693.00	0.00	60.19	60.19 -	0
406-580-90-5006	CONTINGENCY - WASTEWATER CONNECTION	0.00	183,800.00	0.00	183,800.00	0
	WASTEWATER CONNECTION F Expenditure T	101,693.00	183,800.00	60.19	183,739.81	0

<u>YTD</u>	<u>406 WASTEWATER CONNECTION FEES</u>	<u>Prior</u>
2.63	Revenues:	12.92
60.19	Expenditures:	101,693.00
57.56 -	Net Income:	101,680.08 -

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
408-343-3560	WATER SDC FEES	886,000.64	3,019,600.00	1,095,253.35	1,924,346.65 -	36
408-361-0000	INTEREST EARNED	135.04	100.00	83.18	16.82 -	83
408-389-5012	CASH FORWARD - WATER SDC	0.00	4,301,700.00	0.00	4,301,700.00 -	0
WATER SDC FEES Revenue Totals		886,135.68	7,321,400.00	1,095,336.53	6,226,063.47 -	14

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
408-533-30-3401	DEVELOPER REIMBURSEMENTS	0.00	500,000.00	0.00	500,000.00	0
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	126.00	0.00	63.36	63.36 -	0
408-533-60-6310	OXFORD WTP PHOSPHATE INJECTION	0.00	156,000.00	0.00	156,000.00	0
408-533-60-6320	WATER USE PERMIT MODIFICATION	0.00	75,000.00	0.00	75,000.00	0
408-533-70-7311	CR501 WATER TREATMENT PLANT PROJECT	0.00	1,075,000.00	0.00	1,075,000.00	0
408-533-70-7351	CR 501 IRON FILTRATION PLANT UPGRADES	0.00	2,000,000.00	0.00	2,000,000.00	0
408-533-70-7352	ASHLEY WTP UPGRADES	0.00	470,000.00	0.00	470,000.00	0
533 Total		126.00	4,276,000.00	63.36	4,275,936.64	0

408-580-90-9914	CONTINGENCY - WATER SDC FUND	0.00	2,789,370.00	0.00	2,789,370.00	0
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	110,263.62	222,960.00	111,236.07	111,723.93	50
408-582-70-7207	SRF INTEREST - OXFORD WTP	17,751.18	33,070.00	16,778.73	16,291.27	51
582 Total		128,014.80	256,030.00	128,014.80	128,015.20	50

WATER SDC FEES Expenditure Totals		128,140.80	7,321,400.00	128,078.16	7,193,321.84	2
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<u>YTD</u>	<u>408 WATER SDC FEES</u>	<u>Prior</u>
1,095,336.53	Revenues:	886,135.68
128,078.16	Expenditures:	128,140.80
967,258.37	Net Income:	757,994.88

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409-343-5560	WASTEWATER SDC FEES	1,575,488.26	5,979,400.00	3,503,871.06	2,475,528.94 -	59
409-361-0000	INTEREST EARNED	261.54	500.00	186.61	313.39 -	37
409-389-5013	CASH FORWARD	0.00	9,500,000.00	0.00	9,500,000.00 -	0
WASTEWATER SDC FEES Revenue Totals		1,575,749.80	15,479,900.00	3,504,057.67	11,975,842.33 -	22

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
409-535-30-4900	MISC. EXPENSE & OTHER CURRENT	127.96	0.00	64.53	64.53 -	0
409-535-60-6310	MILLENIU PARK REUSE LINE	0.00	3,000,000.00	0.00	3,000,000.00	0
409-535-60-6315	HUEY STREET SANITARY SEWER REROUTE	0.00	480,500.00	0.00	480,500.00	0
409-535-70-7346	WWTP FACILITY PLAN	74,664.35	11,751,660.06	176,210.37	11,575,449.69	2
409-535-70-7355	BRIDGE CROSSING PROJECT	0.00	126,477.22	126,477.22	0.00	100
535 Total		74,792.31	15,358,637.28	302,752.12	15,055,885.16	2

409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	0.00	1,923,800.00	0.00	1,923,800.00	0
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN I	0.00	4,480.00	0.00	4,480.00	0
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PR	34,891.53	69,810.00	34,902.00	34,908.00	50
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTR	167.87	310.00	157.40	152.60	51
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEM/	0.00	1,000.00	0.00	1,000.00	0
582 Total		35,059.40	75,600.00	35,059.40	40,540.60	46

WASTEWATER SDC FEES Expenditure Totals		109,851.71	17,358,037.28	337,811.52	17,020,225.76	2
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<u>YTD</u>	<u>409 WASTEWATER SDC FEES</u>	<u>Prior</u>
3,504,057.67	Revenues:	1,575,749.80
337,811.52	Expenditures:	109,851.71
3,166,246.15	Net Income:	1,465,898.09

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601-351-2000	CONFISCATED PROPERTY	0.00	1,500.00	0.00	1,500.00 -	0
601-361-0000	INTEREST	148.27	10.00	31.60	21.60	316
LAW ENFORCEMENT FUND Revenue Totals		148.27	1,510.00	31.60	1,478.40 -	2

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
601-521-00-0000	LAW ENFORCEMENT TRUST:	0.00	0.00	0.00	0.00	0
601-580-90-9999	CONTINGENCY	0.00	53,315.00	0.00	53,315.00	0
LAW ENFORCEMENT FUND Expenditure Tota		0.00	53,315.00	0.00	53,315.00	0

<u>YTD</u>	601 LAW ENFORCEMENT FUND	<u>Prior</u>
31.60	Revenues:	148.27
0.00	Expenditures:	0.00
31.60	Net Income:	148.27

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING JANUARY 22 2024

01/17/2024
08:02 AM

YTD	Grand Totals	Prior
27,236,553.34	Revenues:	22,067,449.38
11,522,930.52	Expenditures:	8,997,327.71
15,713,622.82	Net Income:	13,070,121.67

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

(meeting taped)

1. Call to Order

Attendee Name	Title	Status
Ed Wolf	Mayor	Present
Pamala Harrison-Bivins	Mayor Pro Tem/Commissioner	Absent
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present
Jason McHugh	City Manager	Present
Ashley Hunt	City Attorney	Present
Joshua Bills	City Attorney	Present
Cassandra Smith	Assistant City Manager/CFO	Present
Jessica Barnes	City Clerk	Present
Randall Parmer	Police Chief	Present
Melanie Strickland	Development Services Director	Present
Jeremy Hockenbury	Public Works Director	Present
Jason Martin	Assistant Utilities Director	Present

Mayor Wolf called the meeting to order at 9 a.m., followed by the invocation and Pledge of Allegiance. Commissioner Elliott requested a moment of silence for the citizens of Israel.

2. Consent Agenda/Informational Items

No items were removed from the consent agenda. Items A through G were voted on together. No comments were offered or received. Vote 4-0.

RESULT:	Approved
MOVER:	Commissioner Green
SECONDER:	Commissioner Elliott
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

A. Expenditure Report

B. SP 2302-005 Gingerich Construction Warehouse Expansion

C. SP 2303-005 Evolve at Wildwood

D. PLAT 2211-002 Business Park 44 Partial Re-Plat

E. PLAT 2308-009 VOSO Unit 221 Final Plat

F. PLAT 2308-010 VOSO Unit 222 Final Plat

G. Budgeted Financial Items

1. Purchase of One (1) F150 4x4 for the Wastewater Department from Duval Ford in the Amount of \$42,879
2. Purchase of One (1) F150 4x2 for the Wastewater Department from Duval Ford in the Amount of \$35,165
3. Purchase of One (1) F150 4x4 for the Water Department from Duval Ford in the Amount of \$42,879
4. Purchase of One (1) F150 4x4 for the Public Works Department from Duval Ford in the Amount of \$42,879
5. Purchase of One (1) 8-Yard Dump Truck for Public Works Department from Cumberland International Truck for the Amount of \$126,358
6. Purchase of Four (4) Light Towers for Parks and Recreation from Kelly Tractor for the Total Amount of \$43,348
7. Purchase of One (1) 2023 Ford Transit for the Wastewater Department from Duval Ford in the Amount of \$48,861.89
8. Purchase of Three (3) 2023 Ford F250s for the Water Department from Duval Ford for the Amount of \$205,092.00
9. Purchase of Two (2) 2023 Ford F250s for the Wastewater Department from Duval Ford in the Amount of \$136,728

10. Purchase of Two (2) 2024 Ford F250s with Crane for the Wastewater Department from Duval Ford in the Amount of \$174,072
11. Purchase of One (1) John Deere 3039R Tractor for Parks and Recreation from Everglades Equipment Group in the Amount of \$28,977.16
12. Three-Year Agreement with ClearGov for Budgeting Software in the Total Amount of \$69,091.04

3. Presentations and/or Proclamations

A. Proclaim October 2023 as Breast Cancer Awareness Month

Mayor Wolf read aloud the proclamation for Breast Cancer Awareness Month. The proclamation echoed the proclamation by President Joe Biden supporting the mission of spreading awareness about breast cancer. No comments were offered or received. Vote 4-0.

RESULT:	Approved
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. Proclaim October 16-20, 2023, as City Government Week

Mayor Wolf read aloud the proclamation for City Government Week. The proclamation was in support of Florida City Government Week, held annually in October and a time for cities across the state to celebrate, showcase, and engage citizens in the work of municipal government. No comments were offered or received. Vote 4-0.

RESULT:	Approved
MOVER:	Commissioner Green
SECONDER:	Commissioner Elliott
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. Monarch Awareness Month Presentation by Alycyn Culbertson of The Villages Butterfly Gardens Club

Alycyn Culbertson of The Villages Butterfly Garden Club provided a presentation regarding Monarch Awareness Month. Her presentation aimed to educate residents on proper butterfly gardening, and included in-depth information on Monarch butterflies. No comments were offered or received. Information only, no vote.

D. Proclaim October 2023 as Monarch Awareness Month

Mayor Wolf read aloud the proclamation for Monarch Awareness Month. The proclamation was in support of the city's pledge to support conservation of the monarch butterfly. No comments were offered or received. Vote 4-0.

RESULT:	Approved
MOVER:	Commissioner Flores
SECONDER:	Commissioner Elliott
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

4. Public Hearings - Timed - Legislative

None.

5. Public Hearings - Timed - Quasi-Judicial

None.

6. Public Forum - 4 minute time limit

Waymon Pardue, Vice President of PC Construction Company, addressed the Commission with concerns about a memo he received from City Manager Jason McHugh terminating their contract, which was item 10A on the agenda. He requested the commission delay a motion to terminate PC Construction as the city's CMAR for the wastewater treatment facility expansion project until the commission had the chance to review PC Construction's response to the memo, copies of which were supplied to the City Commission and City Clerk prior to the meeting. Mr. Pardue also provided a summary of work performed thus far as well as the CMAR process. Mayor Wolf advised he had received and reviewed PC Construction's response that morning. City Manager McHugh stated he would present the city's statement during the agenda item's discussion under 10A.

7. Ordinances First Reading Only (No Vote)

A. CP 2308-001 Sheila Bernstein

Mayor Wolf read aloud the title of Ordinance O2023-55 CP 2308-001 Sheila Bernstein. The applicant, Sheila Bernstein, sought approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agricultural (County) to Agricultural (City) for parcels D19-121, D19-027, D19-120, and D19-110 on 37.96 acres MOL. Development Services Director Strickland and City Manager McHugh explained the new state requirement for Business Impact Estimate statements for all ordinances. First reading only. No vote.

RESULT:	FIRST READING	PUBLIC HEARING: 10/23/2023
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B. RZ 2308-001 Sheila Bernstein

Mayor Wolf read aloud the title of Ordinance O2023-56 RZ 2308-001 Sheila Bernstein. The applicant, Sheila Bernstein, sought a favorable recommendation from the City Commission for a Zoning Map Amendment to change the zoning district from A10C (County) to AG-5 (City) for parcels D19-121, D19-027, D19-120, and D19-110 on 37.96 acres MOL. First reading only. No vote.

RESULT:	FIRST READING	PUBLIC HEARING: 10/23/2023
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C. City Property Inventory

Mayor Wolf read aloud the title of Ordinance O2023-59 City Property Inventory. The ordinance provided an inventory of city-owned properties and designated which properties may be disposed of for affordable or low-cost housing. First reading only. No vote.

RESULT:	FIRST READING	PUBLIC HEARING: 10/23/2023
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8. Resolutions for Approval

9. Financial & Contracts & Agreements

A. Construction Support Services for the Broken Oak Drive Improvements Project in the Amount of \$28,000

Public Works Director Jeremy Hockenbury presented the item. On April 26, 2021, Kimley-Horn was retained for design and permit improvements along Broken Oak Drive. The project was awarded for construction and the Public Works Administration (PWA) requested a proposal from Kimley-Horn for construction support services. The proposed amendment was for an amount not to exceed \$28,000, and provided construction support services from notice to proceed (NTP) to construction closeout. No comments were offered or received. Vote 4-0.

RESULT:	Approved
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. Earth Tech Invoice Approval for Emergency Repairs on Scardino Street in the Amount of \$120,450

Public Works Director Jeremy Hockenbury presented the item. On August 14, 2023, the City was notified that a depression had opened on Scardino St. Public Works staff immediately responded and began coordinating with Kimley-Horn and Andreyev Engineering, Inc. to evaluate the conditions. Following the geotechnical evaluation completed by Andreyev, it was recommended that specific compaction grouting be completed to stabilize the subsurface condition within the right of way. Kimley-Horn and Andreyev reviewed the project scope with potential vendors that specialized in subsurface remediation and recommended awarding emergency approval to Earth Tech, LLC based on their experience and availability to

respond in a timely manner. An emergency approval was authorized by the City Manager and staff proceeded to coordinate with Andreyev Engineering and Earth Tech to complete the project. Andreyev Engineering reviewed Earth Tech's pay application and approved the requested total. Mayor Wolf clarified a few details about the depression's location and the remediation. Commissioner Elliott received calls from multiple residents on Scardino St and all mentioned Public Works Director Hockenbury by name and wanted to express their thanks for how well he was handling the situation. No further comments were offered or received. Vote 4-0.

RESULT:	Approved
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. Pleasantdale Drive Pay App #4 in the Amount of \$366,960.77

Public Works Director Jeremy Hockenbury presented the item. The Pleasantdale Drive Improvement project was approved by the Commission and awarded to DB Civil Construction, LLC on March 27th, 2023. DB Civil Construction requested Pay App #4 for completed site work, stormwater, and water utility rehabilitation through September 26th, 2023. The project's engineer of record, Kimley-Horn, reviewed Pay App #4 and recommended approval. No comments were offered or received. Vote 4-0.

RESULT:	Approved
MOVER:	Commissioner Green
SECONDER:	Commissioner Elliott
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

D. Agreement with CPH, LLC in the Amount of \$124,885 for Construction Engineering, Inspection, and Management Services for Phase 1A of the Water Reclamation Facility Project

Assistant City Manager/CFO Cassandra Smith presented the item. A contract with CPH, LLC was previously approved for the planning and design of the wastewater treatment facilities, but did not include construction administration as it was handled separately. The agreement provided to the commission would approve the construction engineering, inspection, and management (CEIM) services through the completion of Phase 1A of the project. Future phases would have additional CEIM agreements. No comments were offered or received. Vote 4-0.

RESULT:	Approved
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

E. Purchase of Fifty (50) Manhole Rings and Covers for the Amount of \$26,750.00

Assistant Utilities Director Jason Martin presented the item. Staff provides annual preventative and periodic maintenance of the city's central sewer system. Due to certain waste and gases, the bricks and concrete structures inside the manholes deteriorate over time. To keep the system's integrity sound and functional without interruption in service, the wastewater division requested the purchase of 50 hinged manhole rings and covers. Three quotes were received, with Fortiline Waterworks as the lowest bid. No comments were offered or received. Vote 4-0.

RESULT:	Approved
MOVER:	Commissioner Green
SECONDER:	Commissioner Elliott
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

F. WWTP Expansion Phase 1A Pay Application No. 4 for PC Construction in the Amount of \$1,209,689.00

Assistant Utilities Director Jason Martin presented the item. In March 2023, the commission awarded the wastewater treatment plant expansion project to PC Construction Company, to act as the project construction manager at risk (CMAR). Pay Application No. 4 was presented for approval for this project. No comments were offered or received. Vote 4-0.

RESULT:	Approved
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

10. General Items for Consideration/Discussion and Other Business

A. PC Construction Termination Memorandum to Wildwood City Commission

City Manager Jason McHugh presented the item. He provided an explanation of the memorandum and draft letter terminating the construction manager at risk (CMAR) contract with PC Construction Company and recommended steps to move the project forward. He stated he had continued to look into many options to decrease the financial impact of the wastewater treatment facility expansion on the city's taxpayers. He also stated for the record that he did not believe anything in his memo was disparaging, only factual, nor was he attempting to damage PC Construction. McHugh advised that he was pleased with the Phase 1A improvements that PC Construction had completed to date. Mayor Wolf commented on the project's costs and the best ways to reduce those costs. Commissioner Green clarified that PC Construction would be welcome to rebid on the new request for proposals (RFP) with the reduced project scope once posted. No further comments were offered or received. Vote 4-0.

RESULT:	Accepted
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MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

11. Appointments

None.

12. City Manager Reports

A. FDOT Roadway Resurfacing of U.S. 301 from C.R. 521 to S.R. 44

City Manager McHugh provided an explanation of the FDOT resurfacing project. This project is separate from the four-lane expansion project that will occur when the resurfacing project is complete.

B. Request Workshop for October 16, 2023, at 9:00am

City Manager McHugh stated the originally-proposed date was October 16, 2023, for a workshop, but Commissioner Bivins would not be able to attend. In an effort to have all Commission members present, Executive Assistant Gabriella Ascione would be reaching out to coordinate a new workshop date. The topics for the workshop would include a stormwater presentation from Public Works Director Jeremy Hockenbury, a Live Local Act presentation from Development Services Director Melanie Strickland, and a discussion on property acquisitions.

Additionally, Parks & Recreation Director Amanda Salazar hand-delivered a request to support the upcoming Wildwood Middle High School parade by closing roads along the proposed route and participating in the parade with a city float.

McHugh then provided information on the next Chat with a Commissioner event with Commissioner Elliott as the first participant.

13. Other Department Reports

A. Development Services Department Update

Development Services Director Melanie Strickland presented a report on the Development Services Department, including an update on the Code Compliance Division. Mayor Wolf thanked Strickland and her staff for their hard work. City Manager Jason McHugh commented that The Villages development had been primarily in Lake County during recent months, but that they would be developing in Wildwood again soon, which meant development levels would significantly increase in the next report. No further comments were offered or received.

14. Commission Members Reports

Commissioner Joe Elliott provided an update on a recent Florida League of Cities (FLC) Policy Committee meeting, commented on the limited transportation funding across the country, and advised the commission on the other policy committee opportunities with the FLC.

Commissioner Julian Green advised he would be attending the upcoming R2C Leadership Summit with the East Central Florida Regional Planning Council, representing the city and Sumter County. He also met with Development Services Director Strickland to receive information ahead of the Summit, and gave kudos to her and her team.

15. City Attorney Reports

None.

16. Adjournment

The meeting was adjourned at 10:01 a.m.

RESULT:	Adjourned
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Commissioner Elliott, Commissioner Flores, Commissioner Green

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Jessica Barnes, City Clerk

BY: _____
Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Extension for Approval of PD 2110-001 Oxford BFR

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant is seeking an extension from the City of Wildwood City Commission of an approved Planned Development Agreement, on Parcels D18-155 & D18-043, for PD 2110-001 Oxford BFR. The Planned Development allows for the construction of a maximum of 154 Single Family Attached and Detached Residential Units; which the applicant intends to develop as cottage-style rental units.

PD 2110-001 was adopted by the City Commission on Monday, April 25, 2022, upon second and final reading of Ordinance O2022-19. As per Section 3 (P) of the Ordinance, the project must begin construction within 24 months of the final adoption of the Planned Development Agreement but allows for a 12-month extension provided that an applicant can show good cause for the delay in construction.

The applicant states that substantial progress has recently been made to move the project forward, which includes Site Plan application submittal to the City of Wildwood. However, the applicant may not be able to start construction prior to April 25, 2024, thus the request for a one-year extension. Please see extension request enclosed.



DATED: 01/10/2024

Wendy Then, AICP, CFM
Assistant Director Development Services



January 9, 2024

Ms. Melanie Strickland
Development Services Director
City Hall
100 Main St.
Wildwood, FL 34785

RE: Extensions of City of Wildwood Ordinance No. 02022-19

Dear Ms. Strickland:

The subject ordinance approved a Planned Development for Oxford Place, a single-family rental development consisting of 154 cottage style rental units.

Section 3 (P) stated that the project must begin construction within 24 months of the final adoption of the Planned Development Agreement but allows for 12-month extension provided that the applicant can show good cause for the delay in beginning construction.

The applicant hereby requests consideration for a one-year extension of the subject Planned Development. The project was delayed due to difficulty in financing the project. Substantial progress has recently been made on moving forward with this project. Before the end of 2023, the applicant submitted a site plan to the City of Wildwood for approval and a complete set of architectural drawings to Sumpter County. Depending on how long it takes to get such approvals, the applicant may not be able to start construction before April 25, 2024, and therefore requests the one-year extension of the planned development.

Respectfully,

Bruce K. Terwilliger
Managing Partner
Terwilliger Brothers Residential

ORDINANCE NO. O2022-19

AN ORDINANCE OF THE CITY OF WILDWOOD GRANTING A REQUEST FOR A PLANNED DEVELOPMENT PURSUANT TO SECTION 8.6 OF THE LAND DEVELOPMENT REGULATIONS. FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY MICHAEL GEORGINI, TRUSTEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the first Oxford BFR - Wildwood Planned Development Agreement was filed with the City of Wildwood on or about October 20, 2021;

WHEREAS, it is the intent of the City Commission to promote more efficient uses of land, encourage compatible and harmonious development of contiguous lands, provide flexibility and variety to meet changing needs, and administer mixed use developments in conformance with the goals, objectives and policies of the City's Comprehensive Plan;

WHEREAS, the City recognizes the Planned Development process as a suitable avenue for planning unique developments which may not meet the specific requirements set forth in the Land Development Regulations and Design District Standards, but still facilitate the objectives stated above;

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

The application filed by Terwilliger Brothers Residential, LLC (hereinafter referred to as the "Developer") for a Planned Development was heard by and before the City Commission, Wildwood, Florida on this 25th day of April, 2022. Based upon the verified application and supporting documents, analyses, maps, charts, other evidence and instruments; the advice, report and recommendations of the Project Review Committee; - the testimony adduced and evidence received at the Public Hearing by the Planning and Zoning Board on April 5, 2022; and otherwise being fully advised, the City Commission does hereby find and determine as follows:

SECTION 1: GENERAL FINDINGS

- A. That the "Oxford BFR - Wildwood" Planned Development Application (hereinafter referred to as the "Project") was duly and properly filed herein on October 20, 2021;
- B. That all fees required to be borne and paid by the Developer have been paid in accordance with the City of Wildwood Fee Schedule;
- C. That the Project was reviewed by the Project Review Committee and found to meet or exceed the minimum standards of the City's Comprehensive Plan, Land Development Regulations, Code of Ordinances, and all other applicable ordinances and regulations;

- D. That the Developer intends to develop a Project consisting of 18.00 acres, more or less, which is situated in Wildwood, Florida. This land is legally described in **Exhibit A** attached hereto;
- E. That the Developer has complied with the conceptual development plan provision as required by Section 8.6 of the Land Development Regulations; and
- F. That the City has complied with the due notice requirements of subsection 8.2 (E) and (F) of the Land Development Regulations.

SECTION 2: FINDINGS REGARDING PLANNED DEVELOPMENT OVERLAY

- A. That the Applicant has applied for a Planned Development (PD) of the lands described in **Exhibit A**;
- B. That the zoning district of the subject land described in **Exhibit A** is classified as R-3 on the City of Wildwood Zoning Map;
- C. That the Project is consistent with the City of Wildwood Comprehensive Plan, the intent and purpose of the City of Wildwood Land Development Regulations, and does promote the public health, safety, morals, welfare, and orderly growth of the City of Wildwood;
- D. That the City of Wildwood Land Development Regulations are consistent with the provisions of the "Planned Development Agreement" as hereinafter set forth in Section 3 of this Ordinance. With respect to any conflict between the Land Development Regulations and the "Planned Development Agreement", the provisions of the "Planned Development Agreement" shall govern. Unless specific conditions are included in the "Planned Development Agreement" waiving or replacing the terms and conditions of the Land Development Regulations, the terms and conditions of the most current Land Development Regulations shall prevail; and
- E. This Ordinance shall become effective immediately upon its approval and adoption by the City Commission.

SECTION 3: PLANNED DEVELOPMENT AGREEMENT: GENERAL PROVISIONS

- A. **Development Concept.** The Project shall be developed as a Planned Development substantially in accordance with this Ordinance. This Planned Development Agreement shall govern the development of the Project.
- B. **Conceptual Development Plan.** The Project includes a conceptual development plan pursuant to Section 8.4 of the Land Development Regulations. The conceptual development plan prepared by Bowman Consulting dated August 10, 2021, as amended, is incorporated into this Ordinance as **Exhibit B** ("Conceptual Development Plan") attached hereto. The Conceptual Development Plan is hereby deemed to be consistent with City of Wildwood Comprehensive Plan.

- 1) The conceptual development plan illustrates the general location of the following land uses:
 - a. Single Family Residential units; and
 - b. Common Areas and Recreation Areas.
- 2) The Conceptual Development Plan is conceptual in nature and may be affected or modified by final zoning approval and conditions, by floodplain management regulations, final wetland or protected species locations and jurisdictional boundaries, final engineering, permitting, surveys, or conservation easements. If there are any inconsistencies between the written ordinance and the conceptual development plan, the written ordinance will supersede.

C. Development Program. The Project shall be developed in a single phase in accordance with the conceptual development plan and this Section.

- 1) **TYPE OF DEVELOPMENT.** The Project is intended to consist of a medium density single-family residential neighborhood not to exceed 9 units per acre.
- 2) **Land Use Breakdown.** Acreages devoted to each land use over the life of the Project shall be in accordance with the following table:

Land Use	Total (Acres)
Single Family Attached and Detached Residential	18.00
Total	18.00

- 3) **Maximum Development Potential.** Residential development within the Project shall not exceed the following:

Land Use	Square Feet (SF)	Beds/Units
One-Bedroom Units	725	60
Two-Bedroom Units	1,050	94
Total		154

- 4) **Signage.** All signage identifying the project and located adjacent to US 301 shall comply with the City of Wildwood Land Development Regulations and Design District Standards.

- D. Amendments. All modifications requiring an amendment to the Planned Development Agreement shall require review by the Project Review Committee, review and recommendation of the Planning and Zoning Board and action by the City Commission in the same manner as an Application for Planned Development.
- E. Future Approvals. After this Ordinance is recorded, and prior to any construction occurring, a site plan or subdivision preliminary plan shall be submitted for review and approval in the manner required by Chapter 4 or Chapter 5 of the Land Development Regulations, whichever Chapter is applicable:
- 1) Developer's Agreement. Prior to approval of a site plan or a subdivision preliminary plan, the City and the Developer agree to enter into Utility or Developer's Agreements to address the provision of water, wastewater and reuse water to the Project. The agreement shall also specify, among other items, the ownership and maintenance of infrastructure associated with the Project.
- F. Principal Uses. All permitted principal uses listed in Chapter 3, Table 3-6 of the Land Development Regulations for the R-3 zoning district shall be allowed within the Project, as well as the ancillary uses included within the Conceptual Development Plan, including but not limited to a pool, passive recreation / open spaces, and a clubhouse.
- G. Development Standards. Unless otherwise noted, the Project shall adhere to the zoning district standards prescribed in Chapter 3 of the Land Development Regulations for the R-3 zoning district. The Florida Energy Conservation Code 2017 edition and the Florida Plumbing Code 2017 edition will be used in the design of the project.
- H. Design District Standards. Unless otherwise noted, the Project shall adhere to the Design District Standards pursuant to Section 6.12 of the Land Development Regulations.
- I. Recreation and Open Space. The Project shall maintain a minimum of 20% open space.
- 1) Parks and Recreation. The Project shall include common areas such as open spaces for passive recreation, a pool, and a clubhouse, as depicted on the Conceptual Development Plan.
 - 2) Buffers. The Developer shall maintain twenty-foot (20') landscape buffers along the northern, southern and western boundaries, as depicted on the Conceptual Development Plan.
 - 3) Open Space. Open space shall include wetlands, preservation areas,

greenspace, and landscape buffers. Open space may include areas such as trails, plazas, courtyards, and other similar public areas. Open space may also include recreation areas and amenities provided said amenities or area is not enclosed with conditioned space, including a pool. For purposes of meeting open space requirements, up to 50% of the drainage retention areas may be included in the open space calculation; however, the amount of open space credit from drainage retention areas shall not exceed 50% of the open space requirement. Open space shall not include open bodies of water, rights-of-way (public or private), yards, or lots of record per plat, driveways, off street parking areas or other impervious surface areas that do not meet the criteria.

J. Environmental Considerations.

- 1) As stated in the environmental assessment conducted by Universal Engineering Sciences in March of 2021, no environmental concerns were noted, and no further assessment is warranted.

K. Public Facilities.

- 1) Potable Water, Wastewater, and Reuse Water. The Project shall be connected to the City's Potable Water and Sanitary Sewer systems prior to any certificates of occupancy being issued. The Project will also connect to the City's reuse water system prior to certificates of occupancy being issued, if available. Expansion of the City's Potable Water and Sanitary Sewer systems, including necessary utility easements, shall be negotiated by a separate Developer's Agreement between the City and the Developer, as needed. Said agreement shall specify cost, ownership and maintenance, and timetables for delivery of services.
- 2) Solid Waste. Solid waste services shall be provided by the City or the City's contracted refuse service provider.
- 3) Stormwater. The Project shall contain a stormwater management system which meets the requirements of the Southwest Florida Water Management District, and Chapter 6, Section 6.4 of the City's Land Development Regulations.
- 4) Underground Utilities. All on site utilities shall be underground. Developer is responsible for running utilities underground for the Project. The City shall insure that any utilities within any public utilities' easement serving lands other than the Planned Development shall be underground.
- 5) Lighting. Exterior lighting of all buildings and parking lots shall be designed so that light is not directed off the Project. Exterior light fixtures should be fully

shielded or designed with light-angle cut-offs so as to eliminate spill light, trespass light, and glare.

- 6) Transportation: There is insufficient roadway capacity available to accommodate the Project at buildout per the Traffic Impact Analysis conducted in August 2021 by Bowman Consulting Group, attached hereto as **Exhibit C**. The responsibility to fund the improvements listed in Section L of this ordinance will be the responsibility of the Developer.

L. Access and Transportation.

- 1) Access. Access to the Project from US 301 shall be constructed in a location substantially similar to the area depicted on the Conceptual Development Plan. Developer acknowledges that access to the Property will be subject to FDOT approval.
- 2) Transportation Impact Fees. Developer acknowledges that the Project is subject to Sumter County's impact fees ordinances.
- 3) Transportation System Improvements. Developer is responsible for constructing an Eastbound 120' right-turn lane with 50' taper on CR 214 at the intersection with N US Hwy 301. Developer acknowledges that CR 214 is a City owned and maintained facility, and therefore not subject to transportation impact fee credits.

M. Maintenance of Common Areas. Maintenance and repair of structures, paved areas (internal roadways and parking), lawn mowing, and landscaping maintenance of all common areas within the Project shall be the responsibility of the Developer or its designee, at no cost or obligation to the City. The Developer, its successors and/or assigns, shall provide Guidelines to the City for approval, not to be reasonably withheld, conditioned or delayed, for the maintenance of common areas. The City will conduct annual inspections of the approved landscaping. The City will be granted the right to enforce the common areas maintenance obligations against the Developer, its successors and/or assigns, as may be applicable, and to be reimbursed for the reasonable attorney's fees, costs and expenses, as may be reasonably incurred by the City.

N. Enforcement of Rules and Regulations. For the maintenance of the common areas referenced in Section 3(M) above, the applicable provisions in the Guidelines: (i) shall be made applicable to the Project; and (ii) shall be reviewed/approved by the City of Wildwood and a certificate of occupancy being issued for completed improvements; and (iii) will provide that the City of Wildwood shall have the right, but not the obligation, to enforce such maintenance obligations against a violating party and that the City should

be entitled to reasonable attorney's fees and costs for enforcement regardless of whether or not a suit has been filed.

- O. Impact Fees. The Planned Development shall be subject to all impact fees applicable at the time of permitting. All impact fees are to be paid before issuance of any building permit. Proof of Sumter County impact fees paid shall be provided to the City of Wildwood. Any impact fees adopted by the City of Wildwood, Sumter County or the Sumter County School Board prior to issuance of building permits shall also be applicable to the Planned Development.
- P. Expiration of Planned Development Agreement. Actual construction must begin within the Project boundary (as legally described in Exhibit A) within 24 months of the final adoption of this Planned Development Agreement. If no construction has started on the approved Project within 24 months, the Planned Development shall lapse and be of no further effect. The City Commission may extend the Project for periods of up to twelve (12) months provided the applicant can show good cause why said Project was delayed under the originally approved Planned Development Agreement. However, the City Commission shall not allow extensions beyond 48 months after the effective date of this Ordinance.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

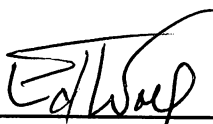
SECTION 5. This Ordinance shall be effective upon adoption during the second and final reading by the City of Wildwood City Commission.

PASSED AND ORDAINED in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this 25th day of April, 2022.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST:

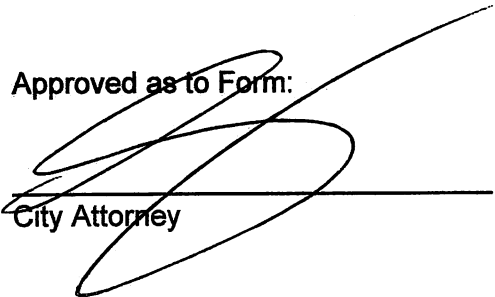

Susan Patterson, City Clerk


Ed Wolf, Mayor

First Reading: 4.11.2022

Second Reading: 4.25.2022

Approved as to Form:



City Attorney

EXHIBIT A

PARCEL 1:

The Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, Section 18, Township 18 South, Range 23 East, LESS the North 60 yards of the East 100 yards, ALSO LESS right-of-way for U.S Highway 301, in Sumter County, Florida.

PARCEL2:

The Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4, Section 18, Township 18 South, Range 23 East, in Sumter County, Florida.

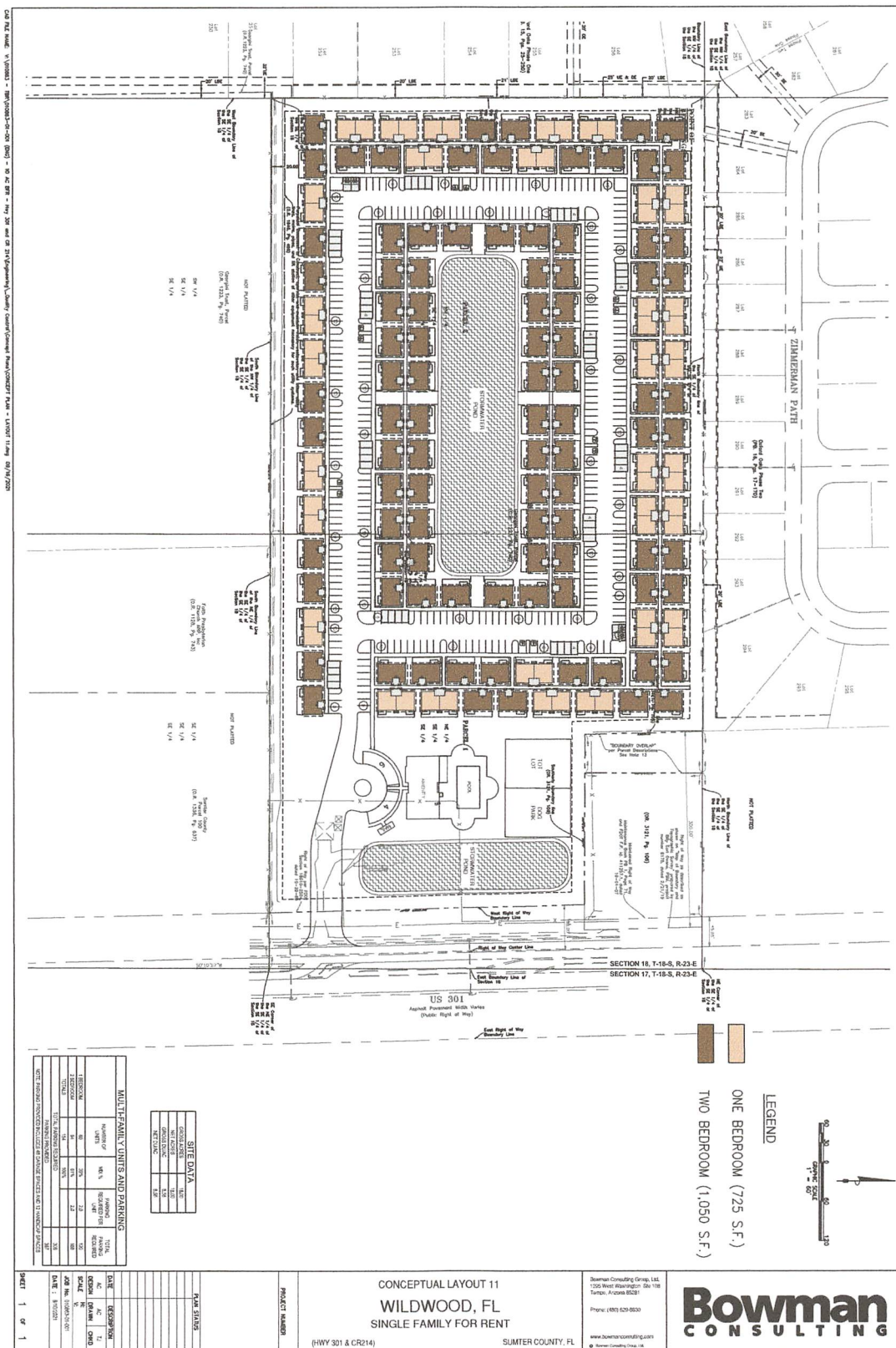


EXHIBIT C

TRAFFIC IMPACT ANALYSIS

Oxford Build for Rent Residential Development
N US Hwy 301 & CR 214
Wildwood, Florida

August 27, 2021

Prepared for:
Terwilliger Brothers Residential, LLC

Bowman

Traffic Impact Analysis

Oxford Build for Rent Residential Development

N US Hwy 301 & CR 214
Wildwood, Florida

Prepared August 27, 2021

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Bowman Job # 010863-01-001
08/27/2021

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Executive Summary

This report summarizes the findings of the Traffic Impact Analysis performed by Bowman for the proposed Oxford Residential development to be located north of the intersection of N US Hwy 301 and County Rd 214 in Wildwood, Florida.

The purpose of this study is threefold: to determine the number of expected trips generated by the proposed site; to determine the potential impact, if any, of the proposed development on the roadway network; and to propose improvements, if required.

The methodology of for the Traffic Impact study was coordinated with representatives from the FDOT District 5 and Sumter County.

It is anticipated that the proposed development will be constructed and fully operational by the year 2023.

For the purposes of this study the following data was collected:

- Inventory of existing roadway geometry, traffic control devices, and location of existing and proposed driveways.
- Published FDOT AADT counts and functional classification information.
- Demographic Data from Central Florida Regional Planning Model CFRPM Version 7
- Turning movement counts at analysis intersections.

Based on the ITE Trip Generation Manual, 10th Edition the proposed development is expected to generate a total of 87 trips during the morning peak hour and 104 trips during the evening peak hour. During the morning peak hour, 20 of these trips are expected to be inbound trips, and 67 outbound trips. During the evening peak hour, 65 trips are expected to be inbound trips, and 39 are expected to be outbound trips.

A capacity analyses comparison was conducted for the No Build Vs Build conditions 2023 to compare the results in order to identify areas impacted by the proposed development. The results indicate the following:

During the morning peak hour:

- The study intersections are expected to operate at acceptable overall LOS A under No Build and Build Conditions.
- The Eastbound approach of the intersection of N US Hwy 301 and CR 214 is expected to experience level of service (LOS) E under No Build and LOS F under Build Conditions, with an increase in delay of 14.4 seconds under Build Conditions. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Conditions.

During the evening peak hour:

- The study intersections are expected to operate at acceptable overall LOS A under No Build and Build Conditions.
- The Eastbound approach of the intersection of N US Hwy 301 and CR 214 is expected to degrade from LOS E to LOS F with an increase in delay of 31.7 seconds under Build Conditions; the Southbound U-turn movement of the same intersection is expected to

degrade from LOS D to LOS E under Build Conditions, with an increase in delay of 15.2 seconds. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Conditions.

The following improvements are proposed:

- Intersection of N US Hwy 301 and CR 214: Add an Eastbound 120' right-turn lane with 50' taper.

A capacity analyses comparison was conducted for the No Build Vs Build Improved conditions 2023 to compare the results in order to identify areas impacted by the proposed development. The results indicate the following:

During the morning peak hour:

- The intersection of US 301 and CR 214 is expected to operate at acceptable overall LOS A under No Build and Build Improved Conditions.
- The Eastbound approach is expected to experience levels of service (LOS E) under both, No Build and Build Improved Conditions, with an increase in delay of 6.7 seconds under Build Improved Conditions. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Improved Conditions.

During the evening peak hour:

- The intersection of US 301 and CR 214 is expected to operate at acceptable overall LOS A under No Build and Build Improved Conditions.
- The Eastbound approach of the intersection of N US Hwy 301 and CR 214 is expected to experience LOS E under both, No Build and Build Conditions, with an increase in delay of 21.9 seconds under Build Improved Conditions. The Southbound U-turn movement of the same intersection is expected to degrade from LOS E to LOS F under Build Improved Conditions, with an increase in delay of 15.2 seconds. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Improved Conditions.

The Morning and evening peak hour queue results from SimTraffic do not appear to exceed the available storage of the auxiliary turn lanes under Build Improved Conditions.

Turn lane warrant analysis was conducted for the proposed Site Driveway to determine the need for the installation of auxiliary turning lanes into the site. The analysis was completed per the criteria set forth in the 2019 FDOT Access Management Guidebook. The study found that the right turn lane would not be warranted at the proposed Site Driveway. A 50' Radius is recommended for the site access driveway.

Based on the results of the analysis presented on this report under Build Improved Conditions the development of the proposed Oxford Residential north of the intersection of CR 214 and US 301 is not expected to adversely impact the surrounding roadway network.

1. Introduction

This report summarizes the findings of the Traffic Impact Analysis performed by Bowman for the proposed Oxford Residential development to be located north of the intersection of N US Hwy 301 and County Rd 214 in Wildwood, Florida.

The purpose of this study is threefold: to determine the number of expected trips generated by the proposed site; to determine the potential impact, if any, of the proposed development on the roadway network; and to propose improvements, if required.

2. Background Information

The proposed project entails the development of a 188-single family homes. The parcel is located north of the intersection of N US Hwy 301 and County Rd 214 in Wildwood, Florida. **Figure 1** depicts the site location.

The site plan depicting the site layout and access points is presented in **Appendix A**.



Figure 1. Site location

Access to the site is proposed to be provided via one (1) Right-In/Left-In/Right-Out driveway along N US Hwy 301 (aligned with the existing directional median opening) as seen in **Figure 1** and **Appendix A**.

3. Traffic Impact Analysis Methodology

A Traffic Impact Analysis Methodology Statement was prepared and shared with representatives from the FDOT and Sumter County. A copy of the approved Traffic Impact Analysis Methodology Statement and proof of the coordination with the agencies is contained in **Appendix B-1**.

4. Roadway Network

4.1. Roadway Segments

N US Hwy 301: Within the identified study area is a four-lane divided roadway identified as a State-maintained Principal Arterial according to the 2010 Federal Functional Classification Map for Sumter County. N US Hwy 301 has a North-South alignment with a speed limit of 45 miles per hour.

County Rd 214: Within the identified study area is a two-lane undivided urban roadway identified as a county city-maintained local roadway according to the Sumter County Interactive Map. CR214 has an East-West alignment with a posted speed limit of 35 miles per hour.

4.2. Intersection Characteristics

Intersection of N US Hwy 301 & County Rd 214

This intersection is currently a three-legged unsignalized intersection where N US Hwy 301 has a North-South alignment and CR 214 has an East-West alignment.

The eastbound approach has one shared left/through/right-turn lane. The northbound approach has one exclusive U-turn Lane, one through lane, and one shared through/right-turn lane. The southbound approach has one U-turn/left-turn lane, and two through lanes.

Intersection of N US Hwy 301 & Oxford Self-Storage Driveway

This intersection is currently a four-legged unsignalized intersection where N US Hwy 301 has a North-South alignment, and the Oxford Self-Storage Driveway, and the proposed Oxford Residential driveway have both an East-West alignment.

The eastbound approach (proposed Oxford Residential Access driveway) consists of one exclusive right-turn lane. The westbound approach (Self-storage driveway) consists of one exclusive right-turn lane. The southbound and northbound approaches consist of one exclusive left-turn lane, one through lane, and one shared through/right-turn lane.

5. Data Collection

For the purposes of this study the following data was collected:

- Inspections were conducted to obtain an inventory of existing roadway geometry, traffic control devices, and location of existing and proposed driveways.
- Published FDOT AADT counts and functional classification information.
- Approved Background Development Traffic Impact Analysis provided by the Sumter County, See **Appendix B-2**.
- Central Florida Regional Planning Model (CFRPM) Version 7 - Zone Data. See **Appendix C**.
- Turning movement counts were collected at the following intersections:
 - N US Hwy 301 & County Rd 214
 - N US Hwy 301 & Oxford Self Storage Driveway

The turning movement counts were completed during an average weekday, Wednesday, July 29th, 2021, for the morning (7:00 AM – 9:00 AM) and evening (4:00 PM – 6:00 PM) peak periods. These counts were used to identify peak hours, determine traffic patterns, and evaluate intersection Levels of Service. The turning movement counts are presented in **Appendix D**.

6. Traffic Forecast and Background Traffic

For the purposes of this analysis, it is anticipated that the proposed development will be constructed and fully operational by the year 2023. The following scenarios were evaluated as part of this study:

- Future Conditions (2023) without the proposed development (No Build)
- Future Conditions (2023) with the proposed development (Build)

To assess the 2021 Existing Peak Hour Traffic Volumes the collected Turning Movement Counts were affected by the FDOT Seasonal adjustment factor (see **Appendix E**) for the corresponding week of the year.

The 2021 Existing Peak Hour Traffic Volumes are depicted on **Exhibit 1** in **Appendix F**.

To develop the 2023 traffic volumes, a background growth rate applicable for each roadway segment were defined. For each roadway segment, the annual growth rate calculated using the FDOT TRENDS Software and the historical 2015-2019 AADT provided by the FDOT Traffic information online. A minimum 3.0% growth rate was considered.

The TRENDS growth rates reports are presented on **Appendix G**. The applied growth rates are presented in **Table 1**.

Table 1 Applied Growth rates per roadway segment

Roadway	From	to	2015	2016	2017	2018	2019	2016	Applied Growth rate
US Hwy 301	CR-472	CR-466	20,100	21,500	23,500	23,500	32,000	7.0%	13.5%
CR214	N/A	US Hwy 301	-	-	-	-	-	-	3.0%

These growth rates were applied to the 2021 Existing Peak Hour Traffic Volumes to obtain the 2023 Projected Traffic Volumes, depicted in **Exhibit 2** in **Appendix F**.

The 2023 No Build Traffic Volumes were developed by adding the Background Development Traffic to the 2023 Projected Traffic Volumes. The 2023 No Build Traffic Volumes are depicted on **Exhibit 3** in **Appendix F**.

7. Trip Generation

As mentioned before, the proposed development entails 188 Single-Family residential dwelling units.

The Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition defines land use 220 - Multi Family Housing (Low-Rise) as follows:

This category includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have one or two levels (floors).

Table 2 displays the trip generation for the proposed development and includes the morning and evening peak hour.

Table 2 Site Trip Generation

Land Use	Land Use Code	Intensity	Units	Time Period	In	Out	Total
Multi Family Housing (Low-Rise)	220 ⁽¹⁾	188	Dwelling Units	Weekday	690	690	1380
				AM	20	67	87
				PM	65	39	104

(1) Institute of Transportation Engineers Trip Generation (ITE), 10th Edition

The proposed development is expected to generate a total of 87 trips during the morning peak hour and 104 trips during the evening peak hour. During the morning peak hour, 20 of these trips are expected to be inbound trips, and 67 outbound trips. During the evening peak hour, 65 trips are expected to be inbound trips, and 39 are expected to be outbound trips.

8. Trip Distribution

The project trip distribution for the proposed site was developed based on the data provided in the *Central Florida Regional Planning Model CFRPM* Version 7 for TAZ 7524. The detailed process for the calculation of the site trip distribution and the study area determination is presented in **Appendix C**. The trip distribution per cardinal direction is presented in **Table 3**.

Table 3 Cardinal Trip Distribution

Cardinal Direction	NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW
Percentage	15.069	42.922	28.922	0	3.179	2.271	1.488	6.15

The Trip distribution is presented in **Figure 2**.



Figure 2. Site Trip Distribution

The Site Trips are presented in **Exhibits 4** in **Appendix F**.

The Site Trips were added to the 2023 No Build Traffic Volumes to yield the 2023 Build Traffic Volumes presented in **Exhibits 5** in **Appendix F**.

9. Capacity Analysis

The study intersections were analyzed for No Build and Build Conditions following the Highway Capacity Manual (HCM 6th edition) methodologies using the computer software package Synchro 10 with SimTraffic. The analysis uses capacity, Level of Service, and control delay as the criteria for the performance of the driveways.

Capacity, as defined by the HCM, is a measure of the maximum number of vehicles in an hour that can travel through an intersection or section of roadway under typical conditions. **Table 4** shows the LOS for unsignalized intersections as defined by the HCM.

Table 4 HCM Level of Service Criteria

Unsignalized Intersections		Signalized Intersections	
Level of Service	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)
A	≤10	A	≤10
B	>10-15	B	>10-20
C	>15-25	C	>20-35
D	>25-35	D	>35-55
E	>35-50	E	>55-80
F	≥50	F	≥80

Control delay is a measure of the total amount of delay experienced by an individual vehicle and includes delay related to deceleration, queue delay, stopped delay, and acceleration. **Table 3** displays the amount of control delay (in seconds per vehicle) that corresponds to the LOS for signalized and unsignalized intersections.

Capacity analyses were completed for the following scenarios for the morning and evening peak hours:

- Future Conditions (2023) without the proposed development (No Build)
- Future Conditions (2023) with the proposed development (Build)
- Future Conditions (2023) with the proposed development and roadway improvements (Build Improved)

9.1. Capacity Analysis Comparison – No Build Vs Build Conditions (2023)

Capacity Analyses comparison was conducted for the No Build Vs Build conditions (year 2023). The primary purpose for this approach was to compare the results in order to identify areas impacted by the proposed development. The capacity results are included in **Appendix H**.

Table 5 presents the capacity analysis comparison No Build Vs Build Conditions results for the morning peak hour.

Table 5 2023 Capacity Analysis No Build Vs Build Conditions AM

2023 CONDITIONS - (AM)			No Build		Build	
Intersection	Approach	Movement	DELAY (S)	LOS	DELAY (S)	LOS
1 US Hwy 301 & Site Driveway/Self-Storage Driveway	EB	Approach	0.0	A	16.9	C
	WB	Approach	14.4	B	14.8	B
	NB	UL	26.5	D	21.3	C
		T	0.0	A	0.0	A
		TR	0.0	A	0.0	A
	SB	Approach	0.1	A	0.2	A
		UL	13.6	B	14.1	B
		T	0.0	A	0.0	A
		TR	0.0	A	0.0	A
		Approach	0.2	A	0.2	A
2 US Hwy 301 & CR 214	Intersection	-	0.3	A	0.7	A
	EB	L	-	-	-	-
		R	-	-	-	-
		Approach	41.8	E	56.2	F
	NB	UL	13.8	B	14.0	B
		T	0.0	A	0.0	A
		Approach	0.3	A	0.3	A
	SB	UL	17.6	C	20.1	C
		T	0.0	A	0.0	A
		TR	0.0	A	0.0	A
		Approach	0.1	A	0.7	A
	Intersection	-	1.4	A	2.1	A

*Extracted from Synchro 10 simulation software

Based on the results of the capacity analysis, during the morning peak hour the study intersections are expected to operate at acceptable overall LOS A under No Build and Build Conditions.

The Eastbound approach of the intersection of N US Hwy 301 and CR 214 is expected to experience level of service (LOS) E under No Build and LOS F under Build Conditions, with an increase in delay of 14.4 seconds under Build Conditions. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Conditions.

Table 5 presents the capacity analysis comparison No Build Vs Build Conditions results for the evening peak hour.

Table 6 2023 Capacity Analysis No Build Vs Build Conditions PM

2023 CONDITIONS - (PM)			No Build		Build	
Intersection	Approach	Movement	DELAY (S)	LOS	DELAY (S)	LOS
1 US Hwy 301 & Site Driveway/Self-Storage Driveway	EB	Approach	0.0	A	14.6	B
	WB	Approach	17.8	C	20.5	C
	NB	UL	21.1	C	14.1	B
		T	0.0	A	0.0	A
		TR	0.0	A	0.0	A
	SB	Approach	0.1	A	0.2	A
		UL	20.8	C	26.2	D
		T	0.0	A	0.0	A
		TR	0.0	A	0.0	A
		Approach	0.4	A	0.5	A
2 US Hwy 301 & CR 214	Intersection	-	0.4	A	0.7	A
	EB	L	-	-	-	-
		R	-	-	-	-
		Approach	47.5	E	79.2	F
	NB	UL	12.5	B	12.7	B
		T	0.0	A	0.0	A
		Approach	0.2	A	0.2	A
	SB	UL	41.8	E	57.0	F
		T	0.0	A	0.0	A
		TR	0.0	A	0.0	A
		Approach	0.0	A	1.2	A
	Intersection	-	1.3	A	2.6	A

*Extracted from Synchro10 simulation software

Based on the results of the capacity analysis, during the evening peak hour the study intersections are expected to operate at acceptable overall LOS A under No Build and Build Conditions.

The Eastbound approach of the intersection of N US Hwy 301 and CR 214 is expected to degrade from LOS E to LOS F with an increase in delay of 31.7 seconds under Build Conditions; the Southbound U-turn movement of the same intersection is expected to degrade from LOS D to LOS E under Build Conditions, with an increase in delay of 15.2 seconds. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Conditions.

9.2. Capacity Analysis Comparison – No Build vs Build Improved Conditions (2023)

The following improvements are proposed to mitigate the impact of the proposed development on the surrounding roadway network:

- Intersection of N US Hwy 301 and CR 214: Add an Eastbound 120' right-turn lane with 50' taper.

Capacity Analyses were conducted for the No Build Vs Build Improved conditions (2023). The primary purpose for this approach was to compare the results in order to evaluate the proposed improvements. The capacity results are included in **Appendix H**.

Table 7 presents the capacity analysis comparison No Build Vs Build Improved Conditions results for the morning peak hour.

Table 7 2023 Capacity Analysis No Build Vs Build Improved Conditions AM

2023 CONDITIONS - (AM)			No Build		Build Improvements	
Intersection	Approach	Movement	DELAY (S)	LOS	DELAY (S)	LOS
2 US Hwy 301 & CR 214	EB	L	-	-	62.9	F
		R	-	-	15.7	C
		Approach	41.8	E	48.5	E
	NB	UL	13.8	B	14.0	B
		T	0.0	A	0.0	A
		Approach	0.3	A	0.3	A
	SB	UL	17.6	C	20.1	C
		T	0.0	A	0.0	A
		TR	0.0	A	0.0	A
		Approach	0.1	A	0.7	A
	Intersection	-	1.4	A	1.9	A

*Extracted from Synchro10 simulation software

Based on the results of the capacity analysis, during the morning peak hour the intersection of US 301 and CR 214 is expected to operate at acceptable overall LOS A under No Build and Build Improved Conditions.

The Eastbound approach is expected to experience levels of service (LOS E) under both, No Build and Build Improved Conditions, with an increase in delay of 6.7 seconds under Build Improved Conditions. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Improved Conditions.

Table 8 presents the capacity analysis comparison No Build Vs Build Improved Conditions results for the evening peak hour.

Table 8 2023 Capacity Analysis No Build Vs Build Improved Conditions PM

2023 CONDITIONS - (PM)			No Build		Build Improvements	
Intersection	Approach	Movement	DELAY (S)	LOS	DELAY (S)	LOS
2 US Hwy 301 & CR 214	EB	L	-	-	85.0	F
		R	-	-	14.5	B
		Approach	47.5	E	69.4	F
	NB	UL	12.5	B	12.7	B
		T	0.0	A	0.0	A
		Approach	0.2	A	0.2	A
	SB	UL	41.8	E	57.0	F
		T	0.0	A	0.0	A
		TR	0.0	A	0.0	A
		Approach	0.0	A	1.2	A
	Intersection	-	1.3	A	2.3	A

*Extracted from Synchro10 simulation software

Based on the results of the capacity analysis, during the evening peak hour the intersection of US 301 and CR 214 is expected to operate at acceptable overall LOS A under No Build and Build Improved Conditions.

The Eastbound approach of the intersection of N US Hwy 301 and CR 214 is expected to experience LOS E under both, No Build and Build Conditions, with an increase in delay of 21.9 seconds under Build Improved Conditions. The Southbound U-turn movement of the same intersection is expected to degrade from LOS E to LOS F under Build Improved Conditions, with an increase in delay of 15.2 seconds. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Improved Conditions.

The Morning Peak Hour Queue Results from SimTraffic are presented in **Table 9**.

Table 9 2023 Morning Peak Hour Queue Results

2023 CONDITIONS - (AM)			No Build		Build		Build Improvements	
Intersection	Approach	Movement	95th Queue (ft)	Storage Exceeded?	95th Queue (ft)	Storage Exceeded?	95th Queue (ft)	Storage Exceeded?
1 US Hwy 301 & Site Driveway/Self-Storage Driveway	EB	Approach	0	NO	57	NO	56	NO
	WB	Approach	55	NO	57	NO	57	NO
	NB	UL	17	NO	26	NO	29	NO
		T	2	NO	0	NO	2	NO
	SB	TR	2	NO	2	NO	0	NO
		UL	36	NO	39	NO	36	NO
2 US Hwy 301 & CR 214	EB	T	0	NO	0	NO	0	NO
		TR	0	NO	5	NO	3	NO
	EB	R	-	-	-	-	116	NO
	NB	UL	35	NO	41	NO	42	NO
		T	0	NO	0	NO	0	NO
	SB	UL	16	NO	46	NO	47	NO
		T	0	NO	3	NO	0	NO
		TR	3	NO	4	NO	6	NO

*Extracted from Simtraffic simulation software (10 Runs -15 min seed)

The morning peak hour queue results from SimTraffic do not appear to exceed the available storage of the auxiliary turn lanes under Build Improved Conditions.

The Evening Peak Hour Queue Results from SimTraffic are presented in **Table 9**.

Table 10 2023 Evening Peak Hour Queue Results

2023 CONDITIONS - (AM)			No Build		Build		Build Improvements	
Intersection	Approach	Movement	95th Queue (veh)	Storage Exceeded?	95th Queue (veh)	Storage Exceeded?	95th Queue (veh)	Storage Exceeded?
1 US Hwy 301 & Site Driveway/Self-Storage Driveway	EB	Approach	0	NO	48	NO	47	NO
	WB	Approach	51	NO	49	NO	52	NO
	NB	UL	14	YES	38	NO	38	NO
		TR	2	NO	2	NO	3	NO
	SB	UL	44	NO	48	NO	48	NO
		TR	0	NO	4	NO	4	NO
2 US Hwy 301 & CR 214	EB	R	-	-	-	-	140	NO
	NB	UL	39	NO	35	NO	39	NO
		T	0	NO	0	NO	0	NO
	SB	UL	8	NO	43	NO	42	NO
		T	0	NO	3	NO	3	NO
		TR	3	NO	4	NO	5	NO

*Extracted from Simtraffic simulation software (10 Runs -15 min seed)

The evening peak hour queue results from SimTraffic do not appear to exceed the available storage of the auxiliary turn lanes under Build Improved Conditions.

10. Turn Lane Analysis

Turn lane warrant analysis was conducted for the proposed Site Driveway to determine the need for the installation of auxiliary turning lanes into the site. The analysis was completed per the criteria set forth in the 2019 FDOT Access Management Guidebook.

The forecasted right turn volumes at the site driveway were evaluated to determine the need for the installation of auxiliary right turn lanes using the 2023 Build Traffic volumes depicted **Exhibits 5 in Appendix F**.

The Site Driveway is projected to generate the following number of entering right turns:

- N US Hwy 301 and Site Driveway
 - AM Peak Hour - 13
 - PM Peak Hour - 43

According to the Florida Department of Transportation Driveway Information Guide (Chapter 7), the installation of an auxiliary right turning lane is warranted on Roadways with speed limit of 45 MPH or less when the number of right turning vehicles exceed 80-125.

- The lower threshold of 80 right turns is more appropriately used on for higher volume roads and two-lane roads where lateral movement is restricted while
- The 125 right turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with a large entry radius (50 feet or greater).

The study found that the right turn lane would not be warranted at the Site Driveway considering that the maximum anticipated right-turns per hour into the site is expected to be of 43 vehicles.

11. Conclusions and Recommendations

- The results of the trip generation show that the proposed development is expected to generate a total of 87 trips during the morning peak hour (20 inbound and 67 outbound) and 104 trips during the evening peak hour (65 inbound and 39 outbound).
- The results of the capacity analyses comparison No Build Vs Build conditions 2023 indicate the following:

During the morning peak hour:

- The study intersections are expected to operate at acceptable overall LOS A under No Build and Build Conditions.
- The Eastbound approach of the intersection of N US Hwy 301 and CR 214 is expected to experience level of service (LOS) E under No Build and LOS F under Build Conditions, with an increase in delay of 14.4 seconds under Build Conditions. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Conditions.

During the evening peak hour:

- The study intersections are expected to operate at acceptable overall LOS A under No Build and Build Conditions.
- The Eastbound approach of the intersection of N US Hwy 301 and CR 214 is expected to degrade from LOS E to LOS F with an increase in delay of 31.7 seconds under Build Conditions; the Southbound U-turn movement of the same intersection is expected to degrade from LOS D to LOS E under Build Conditions, with an increase in delay of 15.2 seconds. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Conditions.

- **The following improvements are proposed:**

- Intersection of N US Hwy 301 and CR 214: Add an Eastbound 120' right-turn lane with 50' taper.

- The results of the capacity analyses comparison No Build Vs Build Improved conditions 2023 indicate the following:

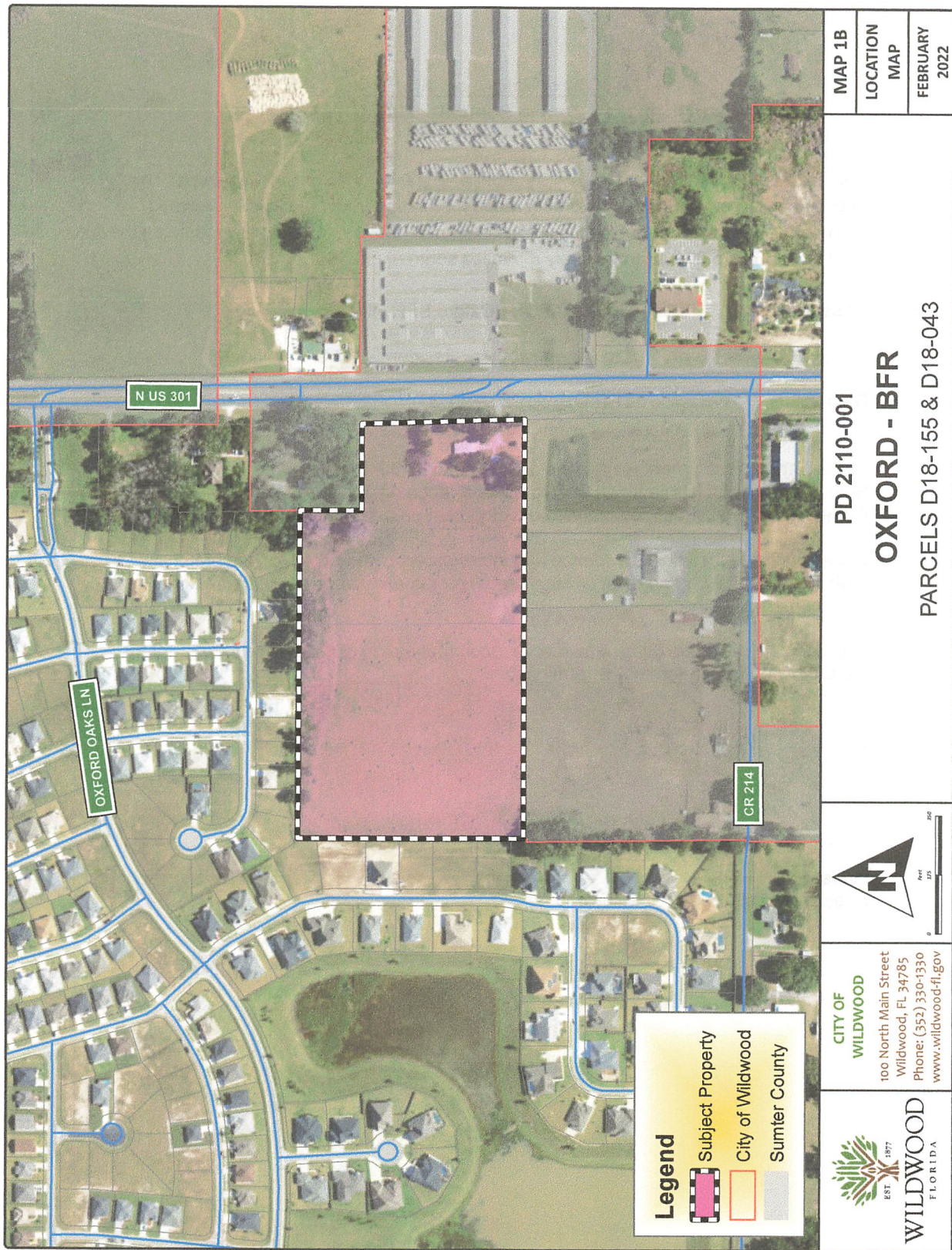
During the morning peak hour:

- The intersection of US 301 and CR 214 is expected to operate at acceptable overall LOS A under No Build and Build Improved Conditions.
- The Eastbound approach is expected to experience levels of service (LOS E) under both, No Build and Build Improved Conditions, with an increase in delay of 6.7 seconds under Build Improved Conditions. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Improved Conditions.

During the evening peak hour:

- The intersection of US 301 and CR 214 is expected to operate at acceptable overall LOS A under No Build and Build Improved Conditions.

- The Eastbound approach of the intersection of N US Hwy 301 and CR 214 is expected to experience LOS E under both, No Build and Build Conditions, with an increase in delay of 21.9 seconds under Build Improved Conditions. The Southbound U-turn movement of the same intersection is expected to degrade from LOS E to LOS F under Build Improved Conditions, with an increase in delay of 15.2 seconds. All other approaches and movements are expected to operate at acceptable LOS C or better under both No Build and Build Improved Conditions.
- The Morning and evening peak hour queue results from SimTraffic do not appear to exceed the available storage of the auxiliary turn lanes under Build Improved Conditions.
- Turn lane warrant analysis was conducted for the proposed Site Driveway to determine the need for the installation of auxiliary turning lanes into the site. The analysis was completed per the criteria set forth in the 2019 FDOT Access Management Guidebook. The study found that the right turn lane would not be warranted at the proposed Site Driveway. A 50' Radius is recommended for the site access driveway.
- Based on the results of the analysis presented on this report under Build Improved Conditions the development of the proposed Oxford Residential north of the intersection of CR 214 and US 301 is not expected to adversely impact the surrounding roadway network.



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



PD 2110-001
OXFORD - BFR
PARCELS D18-155 & D18-043

MAP 1B
LOCATION MAP
FEBRUARY 2022

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

The case below was heard on Tuesday, April 5, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for O2022-19. The site is located on the west side of N US 301 approximately .55 miles south of EC 466.

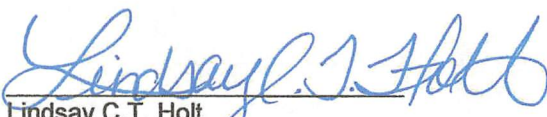
Case No: PD 2110-001 – Oxford BFR PD
Applicant: Terwilliger Brothers Residential, LLC
Owner: TBR Oxford Place, LLC

Under Land Development Regulation (LDR) § 8.2(E), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed planned development amendments.

Based upon the testimony, evidence and information presented as to the criteria set forth in LDR § 8.2(G), the Special Magistrate recommends approval of the planned development.

The Special Magistrate gives a favorable recommendation of Ordinance O2022-19 to the City Commission for final determination.

Dated: April 5, 2022


Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: SP 2303-002 VOSO Phase 6B Master Plan Development Permit Extension Request

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant is seeking an extension from the City of Wildwood City Commission of an approved Site Plan, on Parcels G23-008 & G23-008A, for SP 2303-002 VOSO Phase 6B Master Plan. The Development Permit allows for the construction of infrastructure and associated improvements for the Villages of Southern Oaks Phase 6B Master Plan consisting of non-residential areas. The 46.88-acre project area is located at the southwest intersection of SR 44 and Morse Blvd.

SP 2303-002 VOSO Phase 6B Master Plan received approval by the City Commission on May, 8, 2023, and is effective one year from the City Commission's approval. The applicant states that the project has not started and will not be able to start construction by the May 8, 2023 deadline, thus the request for the extension.



DATED: 01/16/2024

Wendy Then, AICP, CFM
Assistant Director Development Services



Via e-mail

January 15, 2024

Mrs. Melanie Strickland
City of Wildwood
100 N. Main Street
Wildwood, FL 34785

Re: SP 2303-002 VOSO Phase 6B Master Plan – Permit Extension Request

Dear Mrs. Strickland:

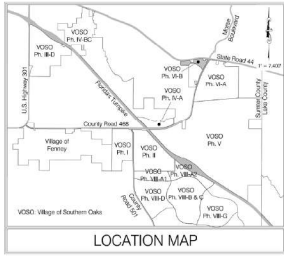
We are writing to inform you that we have not started and will not be able to start construction within one (1) year of the approval of the VOSO Phase 6B Master Plan, SP 2303-002 dated 5/8/23.

Therefore, we kindly ask for a one (1) year extension to commence construction in the VOSO Phase 6B Master Plan area. We also request that this matter be included in the consent agenda of the next City Commission meeting.

Please feel free to contact our office should you have any questions.

Sincerely,
CLYMER FARNER BARLEY, Inc.

Lee Clymer, Jr. P.E.
President
LC/km

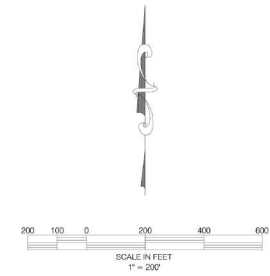


Woodrow L.
Clymer

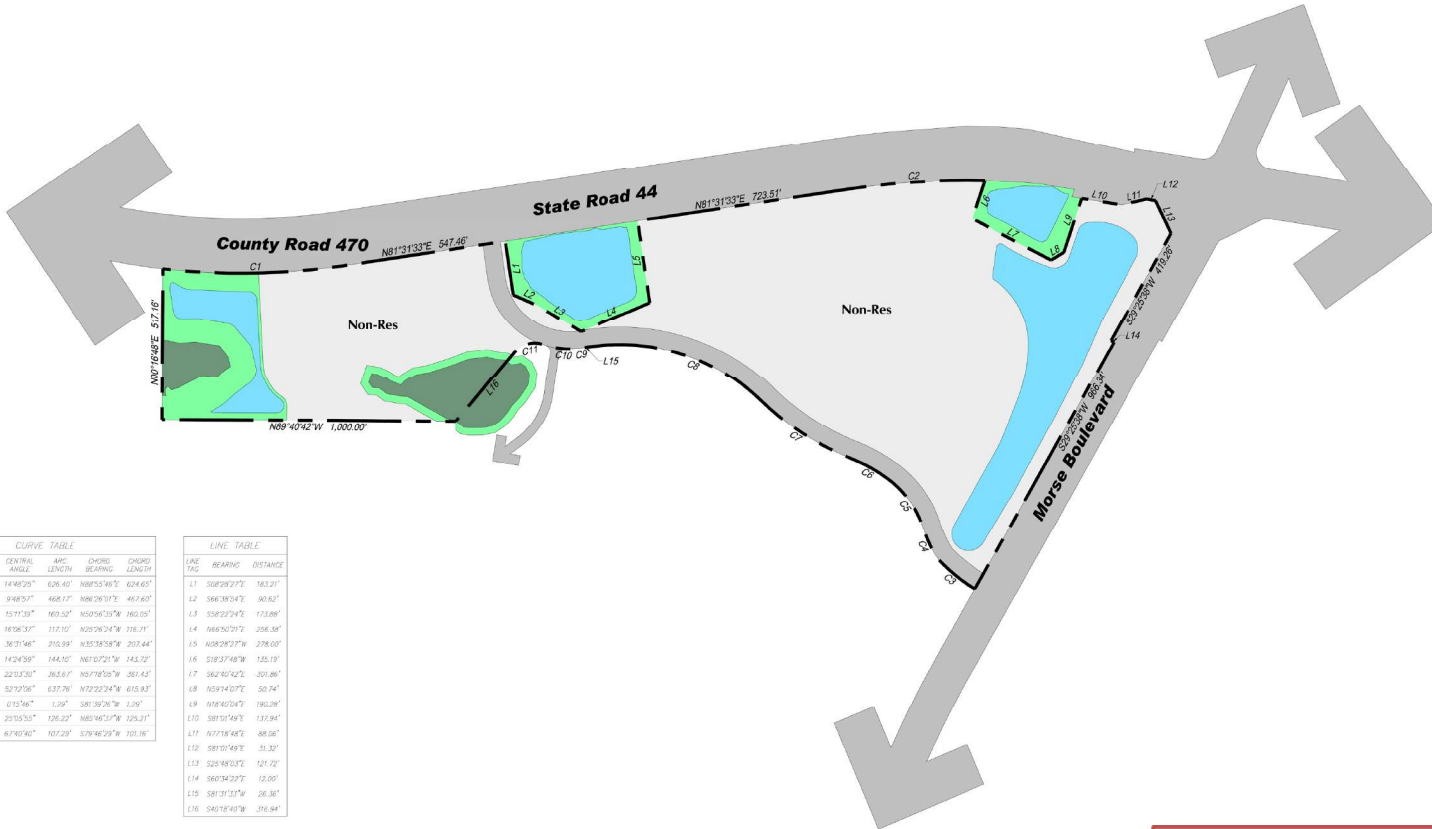
Digitally signed by
Woodrow L. Clymer
Date: 2023.03.01 17:09:10
-05'00'

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	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD
C1	2423.63'	14°46'25"	626.40'	1089.546'±
C2	2732.78'	9°46'51"	468.17'	1067.510'±
C3	605.30'	15°11'39"	163.52'	103.56235'±
C4	416.45'	16°56'31"	112.10'	103.56234'±
C5	330.93'	36°31'46"	210.89'	135.38358'±
C6	572.69'	14°24'38"	144.50'	101.0721'±
C7	944.63'	22°53'30"	285.61'	103.71010'±
C8	750.00'	52°12'56"	637.76'	122.2224'±
C9	283.90'	0°15'46"	1.39'	101.39276'±
C10	288.13'	23°55'35"	126.22'	103.14513'±
C11	93.83'	6°10'40"	107.29'	57.94629'±

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°28'27"E	163.91'
L2	S86°38'54"E	80.62'
L3	S38°22'34"E	173.88'
L4	N48°50'29"E	258.38'
L5	N68°28'27"E	278.00'
L6	S18°27'48"E	125.13'
L7	S42°40'42"E	201.86'
L8	N59°14'07"E	50.74'
L9	N18°40'04"E	196.29'
L10	S81°50'49"E	133.84'
L11	N77°18'48"E	88.96'
L12	S81°51'48"E	31.32'
L13	S25°46'10"E	121.12'
L14	S67°54'23"E	12.30'
L15	S81°31'35"E	26.36'
L16	S40°12'49"E	256.84'

Master Plan Data

1. Acreage: 46.00 ±
2. Zoning: ARD
3. Parcel ID: G23-008, G23-009A
4. Owner: The Villages Land Operating Company, LLC
3619 Kessel Road
The Villages, FL 32153
5. Developer: The Villages Land Company, LLC
3619 Kessel Road
The Villages, FL 32153
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: SEAWCA
11. Electrical Supplied by: Duke
12. Telephone Supplied by: Comcast Spectrum
13. Gas Supplied by: TECO

PLANS REVIEWED BY CITY OF WILDWOOD
DEVELOPMENT SERVICES DEPARTMENT

APPROVED
APPROVED WITH CONDITIONS
DENIED

[Signature]

Digitally signed by Amanda Bush
DN: cn=Amanda Bush, o=City of
Wildwood, ou=Development Services,
email=abush@wildwood-fl.gov, c=US
Reason: I am approving this document
Date: 2023.05.08 16:39:21 -04'00'

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	CYMER FARNER BARLEY
the villages	CLYMER FARNER BARLEY INC. 4400 NE 81RD RD, WILDWOOD, FL 32190 WWW.CFBINC.COM CA #1709
Villages of Southern Oaks	Phase VI-B Master Plan
SAVE DATE	02/01/2023
DRAWN BY	YOUNG
CHECKED BY	YOUNG
PROJECT #	E14063.0006
FILE NAME	042108-PLAN-Phase VI-B
SHEET NUMBER	1

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PLAT 2311-003 VOSO Unit 229 Final Plat

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

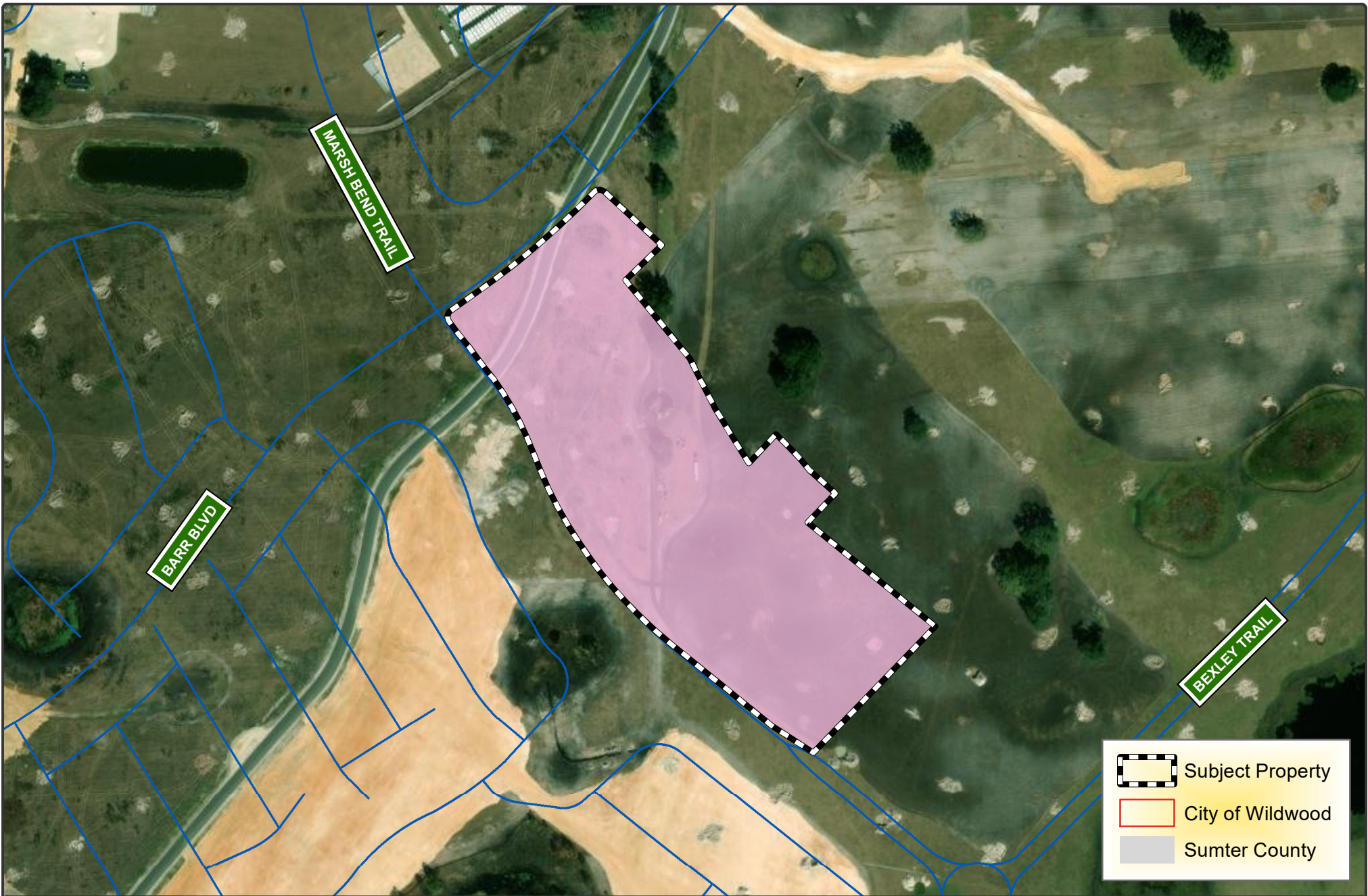
Case Number	PLAT 2311-003 VOSO Unit 229 Final Plat
Owner/Applicant(s)	The Villages Development Company, LLC
Acreage	16.30 +/-
Property Location	The subject property is generally located approximately 0.35 miles south of EC 470 and approximately 4.27 miles east of SR 471.
Parcel(s)	K15-006

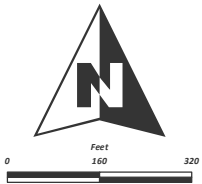
The applicant is seeking approval from the City Commission for the VOSO Unit 229 Final Plat, a subdivision consisting of 80 single-family dwelling units.

Plat 2311-003 meets the criteria set forth in the F.S. 177, the Villages of Southern Oaks 163 Agreement, and the Land Development Regulations.



DATED: 01/16/2024
Amanda Bondi
Planner II, 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	PLAT 2311-003 VOSO - UNIT 229 FINAL PLAT PARCEL K15-006	MAP 1B
				LOCATION MAP
				NOVEMBER 2023

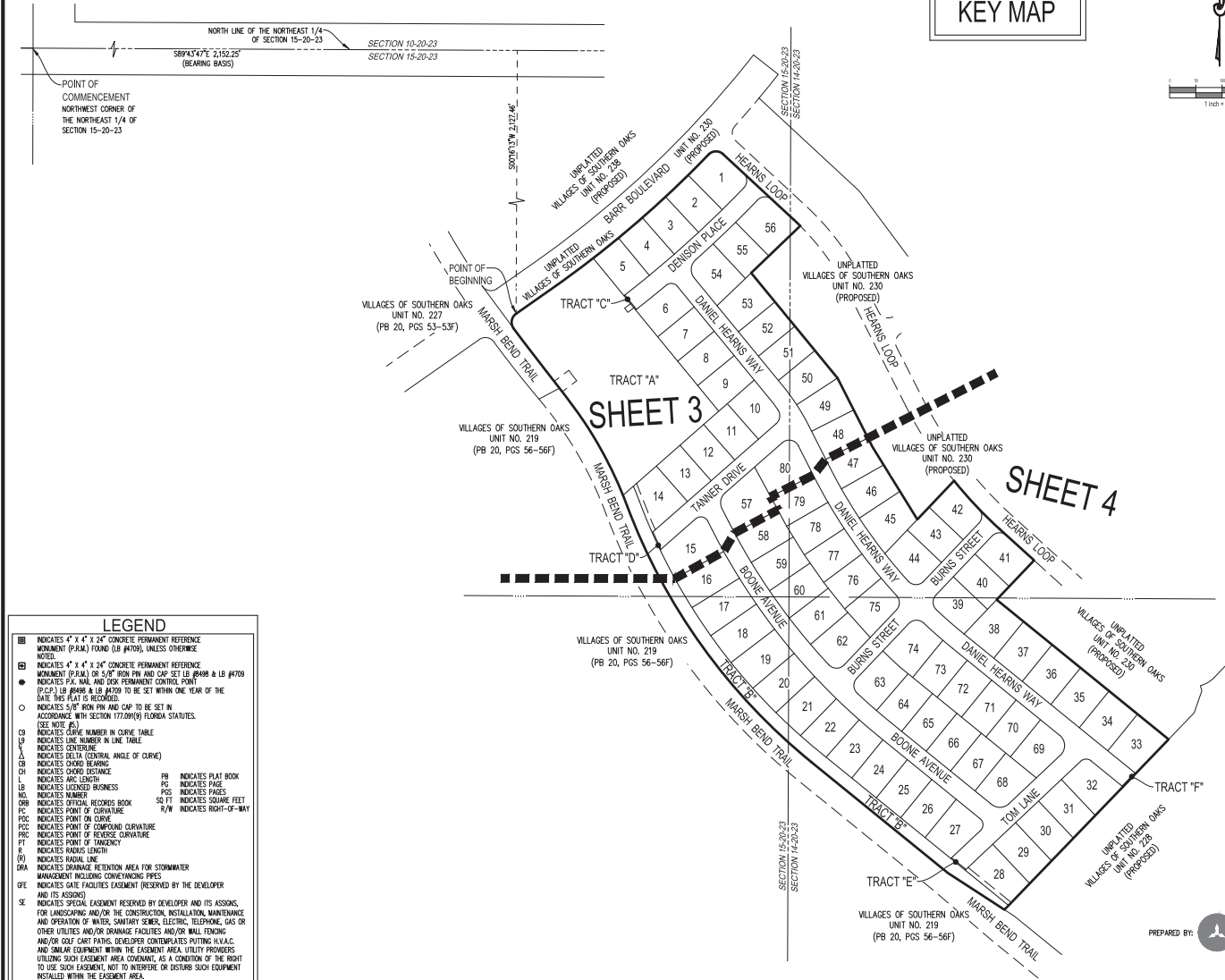
VILLAGES OF SOUTHERN OAKS UNIT NO. 229

SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 4

PLAT BOOK _____
PAGE _____

KEY MAP



LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4848 & LB #4709)
- INDICATES P.L. NAIL AND OSH PERMANENT CONTROL POINT (P.C.P.) LB #4848 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THE PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES.
- (SEE NOTE #5)
- CS INDICATES CURVE NUMBER IN CURVE TABLE
- LP INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CS INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LOCKED BUSINESS
- NOL INDICATES NUMBER
- ORR INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- ORA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYING PIPES
- INDICATES EASE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- OFE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING IN A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DESTROY SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTEMPLATES PUTTING IN A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DESTROY SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PREPARED BY:  **CFB** SURVEYING
4450 NE 20TH ROAD - WILDMOUND, FL 34715
(352) 748-5128 L50406

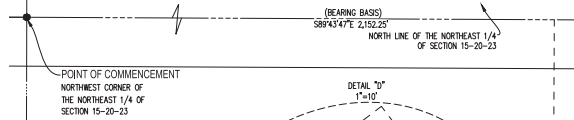
VILLAGES OF SOUTHERN OAKS UNIT NO. 229

SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 3 OF 4

PLAT BOOK _____
PAGE _____

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L2	N26°53'14"W	19.15'
L5	N26°53'14"W	18.96'
L6	N26°53'14"W	18.96'
L7	N26°53'14"W	11.92'
L8	N39°21'58"W	13.15'
L11	S26°53'14"E	28.09'
L16	N26°53'14"W	3.00'

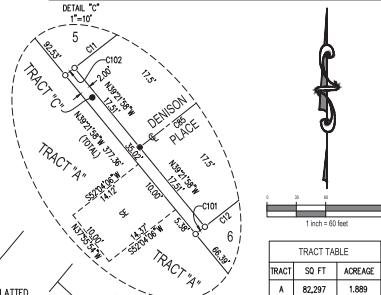


CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2030.00'	133°06'	54.98'	N44°39'30"E	54.97'
C2	20.00'	91°01'19"	31.77'	N01°39'17"W	28.54'
C3	2122.50'	134°40'	58.45'	N44°38'22"E	58.45'
C4	2122.50'	140°59'	62.35'	N46°16'32"E	62.35'
C5	2030.00'	140°59'	59.63'	N46°16'32"E	59.63'
C6	2030.00'	140°59'	59.63'	N47°57'31"E	59.63'
C7	2122.50'	140°59'	62.35'	N47°57'31"E	62.35'
C8	2122.50'	140°59'	62.35'	N49°38'31"E	62.35'
C9	2030.00'	140°59'	59.63'	N49°38'31"E	59.63'
C10	2030.00'	144°31'	61.72'	N51°21'16"E	61.72'
C11	2122.50'	140°21'	61.96'	N51°19'11"E	61.96'
C12	2157.50'	159°19'	74.88'	N51°08'13"E	74.87'
C13	15.00'	90°29'28"	23.69'	N84°36'42"W	21.30'
C14	382.50'	42°35'	29.36'	N37°10'01"W	29.36'
C15	20.00'	83°40'42"	29.21'	N06°52'17"E	26.68'
C16	806.50'	2°08'16"	30.09'	N21°33'47"W	30.09'
C17	1123.50'	37°44'	65.29'	S22°09'32"E	65.28'
C18	15.00'	104°24'08"	27.33'	N79°05'18"W	23.70'
C19	1213.50'	21°07'	45.99'	S27°28'22"E	45.98'
C20	1123.50'	30°7'43"	61.35'	S27°15'00"E	61.34'
C21	1123.50'	31°6'40"	64.30'	S30°21'14"E	64.29'
C22	1213.50'	24°7'28"	59.12'	S30°22'10"E	59.11'
C48	976.50'	23°32'3"	44.71'	S28°11'56"E	44.70'
C49	417.50'	61°19'12"	46.05'	N30°02'50"W	46.03'
C50	417.50'	67°08'32"	44.88'	N36°17'12"W	44.86'
C51	25.00'	87°32'30"	38.20'	S04°24'17"E	34.59'
C52	2157.50'	111°51'	45.15'	N47°34'33"E	45.15'
C53	2157.50'	134°40'	59.50'	N46°11'11"E	59.50'
C54	2157.50'	134°31'	59.32'	N44°36'31"E	59.31'
C55	20.00'	89°00'48"	31.07'	S88°19'30"W	28.04'
C56	25.00'	75°35'52"	32.99'	S10°54'42"W	30.61'
C57	1178.50'	17°03'03"	24.01'	S27°28'10"E	24.04'
C58	1178.50'	30°7'43"	64.37'	S29°37'10"E	64.37'
C77	1011.50'	31°01'18"	55.99'	S28°28'25"E	55.99'
C78	20.00'	104°24'08"	36.44'	N79°05'18"W	31.61'
C79	2030.00'	244°00'	96.84'	N53°35'32"E	96.83'
C80	781.50'	13°10'04"	20.70'	N21°51'11"W	20.70'
C81	781.50'	16°50'41"	229.76'	N30°26'04"W	228.93'
C83	2140.00'	84°71'4"	328.20'	N47°41'47"E	327.88'
C84	2140.00'	55°37'44"	222.89'	N46°17'02"E	222.59'
C85	2140.00'	24°30'3"	105.51'	N50°40'39"E	105.50'
C86	400.00'	122°44'4"	87.12'	N33°07'31"E	86.95'
C87	400.00'	91°47'0"	64.48'	N34°44'53"W	64.41'
C88	400.00'	31°43'4"	22.64'	N28°30'31"W	22.64'
C89	994.00'	174°50'9"	307.38'	S35°44'7"E	306.16'
C92	1196.50'	18°58'21"	378.64'	S35°57'24"E	377.08'
C96	1123.50'	30°25'01"	596.44'	S35°42'09"E	589.46'

LEGEND	
■	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
■	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #4808 & LB #4709
■	INDICATES P.V. NAIL AND O.S.K. PERMANENT CONTROL POINT (P.C.P.) LB #4808 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAN IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.08(9) FLORIDA STATUTES. (SEE NOTE #1)
○	INDICATES CURVE NUMBER IN CURVE TABLE
○	INDICATES LINE NUMBER IN LINE TABLE
○	INDICATES CENTERLINE
○	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
○	INDICATES CHORD BEARING
○	INDICATES CHORD DISTANCE
○	INDICATES ARC LENGTH
○	INDICATES CHORD DISTANCE
○	INDICATES CHORD BEARING
○	INDICATES CHORD DISTANCE
○	INDICATES POINT OF CURVATURE
○	INDICATES POINT ON CURVE
○	INDICATES POINT OF COMPOUND CURVATURE
○	INDICATES POINT OF REVERSE CURVATURE
○	INDICATES POINT OF TANGENCY
○	INDICATES RADIUS LENGTH
○	INDICATES RADIAL LINE
○	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYING PIPES
○	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
○	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANECHANGING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATH. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COORDINATING AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C101	2157.50'	03°31'1"	2.00'	N52°06'17"E	2.00'
C102	2122.50'	03°31'4"	2.00'	N52°07'45"E	2.00'
C103	781.50'	03°31'4"	8.69'	N39°10'32"W	8.69'
C104	1121.50'	05°56'08"	18.30'	S24°15'33"E	18.30'
C105	1121.50'	05°56'08"	18.21'	S25°11'31"E	18.21'
C106	1123.50'	15°14'3"	36.51'	S24°45'17"E	36.51'

R=1,148.50' Δ=30°25'01" L=609.71'
CB=N35°42'03"W CH=602.58'



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	82,297	1.889
B	26,422	0.607
C	70	0.002
D	73	0.002
E	71	0.002
F	70	0.002

1 inch = 60 feet

PREPARED BY: **CFB SURVEYING**
4400 NE 83RD ROAD - WILDWOOD, FL 34715
(904) 764-9100, 118488

VILLAGES OF SOUTHERN OAKS UNIT NO. 229

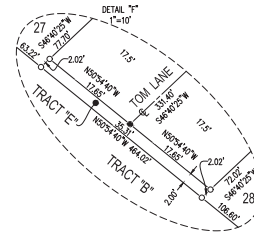
SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 4 OF 4

PLAT BOOK _____
PAGE _____



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	82,297	1.889
B	26,422	0.607
C	70	0.002
D	73	0.002
E	71	0.002
F	70	0.002



LINE TABLE		
LINE TAG	BEARING	DISTANCE
L3	S50°44'00"E	15.79'
L4	N50°54'39"W	10.26'
L5	N28°53'14"W	18.96'
L6	N08°53'14"W	18.96'
L11	S28°53'14"E	28.09'
L12	S34°34'42"E	23.99'
L13	S30°04'01"E	19.03'
L14	S38°24'21"E	14.06'
L15	S41°44'40"E	9.08'
L16	N08°53'14"W	3.00'
L17	N46°28'59"W	42.86'
L18	S50°54'39"E	22.28'
L19	S50°54'39"E	33.37'

CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C19	1213.50'	27°01'37"	45.99'	S27°56'22"E
C20	1123.50'	37°04'45"	61.35'	S27°15'00"E
C21	1123.50'	37°04'45"	61.35'	S30°27'14"E
C22	1213.50'	24°27'28"	59.12'	S30°27'15"E
C23	1213.50'	24°27'28"	59.12'	S33°44'43"E
C24	1123.50'	37°04'45"	61.29'	S33°45'57"E
C25	1123.50'	37°04'45"	61.29'	S37°00'37"E
C26	1213.50'	24°27'28"	59.12'	S36°02'11"E
C27	1213.50'	24°27'28"	59.12'	S38°49'40"E
C28	1123.50'	37°04'45"	61.29'	S40°17'08"E
C29	1123.50'	37°04'45"	61.12'	S43°33'28"E
C30	1213.50'	24°27'28"	59.12'	S43°37'08"E
C31	1213.50'	24°27'28"	59.12'	S44°24'37"E
C32	1123.50'	37°04'45"	64.02'	S46°49'31"E
C33	1123.50'	22°27'12"	48.11'	S49°41'04"E
C34	1213.50'	24°27'28"	59.12'	S47°20'52"E
C35	1213.50'	21°05'50"	49.01'	S49°45'14"E
C36	15.00'	87°35'04"	25.55'	N02°07'07"W
C37	15.00'	87°24'56"	21.58'	S87°52'53"W
C38	978.50'	07°01'35"	0.45'	S50°53'52"E
C39	978.50'	4°06'18"	0.96'	S49°49'56"E
C40	20.00'	90°19'48"	31.53'	S01°36'53"E
C41	20.00'	88°38'12"	30.84'	S87°52'07"W
C42	20.00'	87°24'54"	30.51'	N00°09'26"W
C43	811.50'	50°13'37"	71.21'	S41°21'03"E
C44	20.00'	94°09'58"	32.87'	S89°21'59"E
C45	978.50'	4°02'47"	0.88'	S40°53'37"E
C46	978.50'	4°53'31"	83.37'	S35°47'28"E
C47	978.50'	3°50'06"	65.36'	S31°25'40"E
C48	978.50'	2°37'23"	44.71'	S28°11'56"E
C57	1178.50'	17°03'05"	24.01'	S27°28'15"E
C58	1178.50'	37°04'47"	64.37'	S29°37'10"E
C59	1178.50'	37°04'47"	64.37'	S32°44'57"E
C60	1178.50'	37°04'47"	64.37'	S35°52'44"E
C61	1178.50'	37°04'47"	64.37'	S39°00'32"E
C62	1178.50'	23°30'01"	52.46'	S41°50'56"E
C63	20.00'	93°19'32"	32.58'	S89°47'12"E
C64	20.00'	90°23'08"	31.55'	S01°36'32"E
C65	1178.50'	2°24'18"	49.47'	S48°02'15"E
C66	1178.50'	1°40'15"	34.36'	S50°04'32"E
C67	25.00'	82°24'56"	35.86'	N87°52'53"E
C68	25.00'	87°35'04"	42.58'	N02°07'07"W
C69	1011.50'	12°21'57"	24.20'	S50°13'32"E
C70	1011.50'	24°27'04"	49.16'	S48°08'53"E
C71	20.00'	89°41'38"	31.31'	S86°23'50"W
C72	20.00'	86°08'14"	30.07'	N00°28'54"E
C73	1011.50'	23°30'42"	44.34'	S41°19'52"E
C74	1011.50'	32°01'59"	58.94'	S38°24'21"E
C75	1011.50'	32°01'59"	58.94'	S35°04'01"E
C76	1011.50'	32°01'59"	58.84'	S31°43'42"E
C77	1011.50'	37°01'18"	55.99'	S28°28'23"E

CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C89	994.00'	17°43'05"	307.38'	S35°44'47"E
C90	994.00'	6°18'20"	109.39'	S47°40'29"E
C91	1196.00'	24°01'25"	501.47'	S38°53'57"E
C92	1196.00'	18°08'21"	378.64'	S35°57'24"E
C93	1196.00'	5°53'04"	122.83'	S47°58'07"E
C94	811.50'	23°59'48"	36.61'	S45°09'28"E
C95	811.50'	12°14'48"	19.31'	S47°07'53"E
C96	1123.50'	30°25'01"	596.44'	S35°42'09"E
C107	994.00'	24°01'25"	416.78'	S38°53'57"E

- LEGEND**
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
 - INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #4709 (P.C.P.) LB #4709 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
 - INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(1)(b) FLORIDA STATUTES. (SEE NOTE #3)
 - C9 INDICATES CURVE NUMBER IN CURVE TABLE
 - L9 INDICATES LINE NUMBER IN LINE TABLE
 - CH INDICATES CHORD BEARING
 - CH INDICATES CHORD DISTANCE
 - Δ INDICATES ARC LENGTH
 - LB INDICATES LICENSED BUSINESS
 - NO INDICATES NUMBER
 - ORB INDICATES OFFICIAL RECORDS BOOK
 - PC INDICATES POINT ON CURVE
 - PCC INDICATES POINT OF COMPOUND CURVATURE
 - PRC INDICATES POINT OF REVERSE CURVATURE
 - PL INDICATES POINT OF TANGENCY
 - RA INDICATES RADIAL LINE
 - RA INDICATES RADIAL LINE
 - RA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
 - RA INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
 - SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONVEYANCES PUTTING ALL SUCH UTILITIES AND/OR EQUIPMENT WITHIN THE EASEMENT AREA, UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR OBTAIN SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.



PREPARED BY: **CFB SURVEYING**
4450 NE 83RD ROAD - WILDWOOD, FL 34705
(904) 744-0270, 199808

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PLAT 2312-002 Middleton Unit 3B Final Plat

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number	PLAT 2312-002 Middleton Unit 3B Final Plat
Owner/Applicant(s)	The Villages Development Company, LLC
Acreage	5.12 +/-
Property Location	The subject property is generally located approximately 0.65 miles south of E C 470 and approximately 2.7 miles east of SR 471.
Parcel(s)	K15-006

The applicant is seeking approval from the City Commission for the Middleton Unit 3B Final Plat, a subdivision consisting of 13 single-family dwelling units.

Plat 2312-002 meets the criteria set forth in the F.S. 177, the Villages of Southern Oaks 163 Agreement, and the Land Development Regulations.

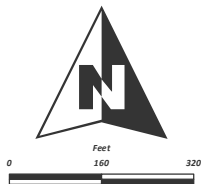


DATED: 01/16/2024
Amanda Bondi
Planner II, Development Services



**CITY OF
WILDWOOD**

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



PLAT 2312-002

MIDDLETON UNIT 3B FINAL PLAT

PARCEL K15-006

MAP 1B

**LOCATION
MAP**

**DECEMBER
2023**

CONVEYANCE, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THE SUBDIVISION ARE SHOWN ON THE PLAT BOOK OF SUMTER COUNTY, FLORIDA, OF BOOK _____ PAGE _____

MIDDLETON UNIT NO. 3B

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 1 OF 2

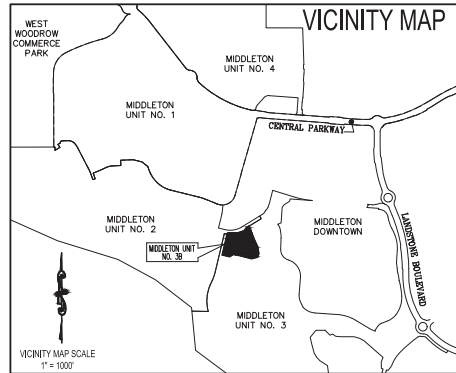
PLAT BOOK _____
PAGE _____

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "C" PER THE PLAT OF MIDDLETON UNIT NO. 2, AS RECORDED IN PLAT BOOK 20, PAGES 29, 29A THROUGH 29N, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF ALDER AVENUE OF SAID PLAT; THENCE DEPARTING SAID TRACT "C" AND ALONG SAID NORTHERLY RIGHT OF WAY LINE WITH THE FOLLOWING THREE (3) COURSES: RUN S33°27'05"E, 115.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°50'07", AN ARC DISTANCE OF 204.43 FEET TO THE POINT OF TANGENCY; THENCE N52°23'27"E, 306.49 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE WITH THE FOLLOWING THREE (3) COURSES: RUN S33°26'33"E, 53.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALDER AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE RUN S80°23'27"W, 242.28 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN S20°44'24"E, 23.20 FEET; THENCE S44°22'40"E, 154.47 FEET; THENCE S09°20'10"E, 110.24 FEET; THENCE S30°21'11"E, 63.41 FEET; THENCE S75°14'06"W, 107.89 FEET; THENCE N02°10'15"W, 211.73 FEET; THENCE N80°24'19"W, 114.27 FEET; THENCE S50°20'00"W, 66.81 FEET; THENCE N70°32'26"W, 130.00 FEET; THENCE N12°26'34"E, 308.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 875.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°26'42", AN ARC DISTANCE OF 52.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID ALDER AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE WITH THE FOLLOWING TEN (10) COURSES: RUN N08°24'19"W, 114.27 FEET; THENCE S50°20'00"W, 66.81 FEET; THENCE N70°32'26"W, 130.00 FEET; THENCE N12°26'34"E, 308.81 FEET TO THE POINT OF TANGENCY; THENCE S87°45'07"E, 57.07 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 101.50 FEET AND A CHORD BEARING AND DISTANCE OF N84°47'04"E, 10.10 FEET TO WHICH A RADIAL LINE BEARS S02°38'14"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'19", AN ARC DISTANCE OF 10.11 FEET TO THE POINT OF TANGENCY; THENCE N87°55'47"E, 60.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 114.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°22'27", AN ARC DISTANCE OF 12.74 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 44.65 FEET AND A CHORD BEARING AND DISTANCE OF N72°51'37"E, 133.72 FEET TO WHICH A RADIAL LINE BEARS S08°29'34"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°17'46", AN ARC DISTANCE OF 134.23 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 60.49 FEET AND A CHORD BEARING AND DISTANCE OF N37°45'49"E, 46.11 FEET TO WHICH A RADIAL LINE BEARS S29°49'48"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°48'45", AN ARC DISTANCE OF 47.31 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N70°39'05"E, 1.25 FEET TO WHICH A RADIAL LINE BEARS N43°18'19"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°54'44", AN ARC DISTANCE OF 1.25 FEET; THENCE ALONG A NON-TANGENT LINE RUN N02°14'57"E, 35.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 84.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°28'44", AN ARC DISTANCE OF 11.23 FEET TO THE POINT OF TANGENCY; THENCE N58°23'27"E, 242.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.12 ACRES, MORE OR LESS.



13 LOTS - 0 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES.

- 1) BEARINGS ARE BASED ON A PORTION OF THE NORTHERLY RIGHT OF WAY LINE OF ALDER AVENUE PER THE PLAT OF MIDDLETON UNIT NO. 2, AS RECORDED IN PLAT BOOK 20, PAGES 29-29N, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AS BEING N58°23'27"E.
- 2) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3) ALL DISTANCES SHOWN ARE IN FEET.
- 4) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (D) THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITE; (E) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD; AND (F) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY.
- 9) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE

DATE

RONALD M. HERR, P.L.S.
MDE SURVEYING, INC.

4807
REGISTRATION NO.

SEAL

MIDDLETON UNIT NO. 3B CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN THE ROADWAYS SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 3B, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON ROADWAYS INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE, MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

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

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, 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, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR SHOWN BELOW.

MELANIE D. STROCKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS _____ DAY OF _____, 20____.

JESSICA BARNES
CITY CLERK

ED WOLF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS _____ DAY OF _____, 20____.

PRINT NAME
CITY OF WILDWOOD, ATTORNEY

SIGNATURE
CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STROCKLAND

PUBLIC WORKS DIRECTOR
JEREMY HOCKENBURY

PRINT NAME
CITY OF WILDWOOD, ENGINEER

SIGNATURE
CITY OF WILDWOOD, ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 3B, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC.

WITNESSES:

(1) SIGNATURE

PRINT NAME

(2) SIGNATURE

PRINT NAME

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

WITNESSES:

(1) SIGNATURE

PRINT NAME

(2) SIGNATURE

PRINT NAME

MIDDLETON COMMUNITY DEVELOPMENT
DISTRICT A

BY:
JOSEPH RICCARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, 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, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY JOSEPH RICCARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 3B, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE _____ DAY OF _____, 20____; I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
4450 N.E. 80RD ROAD
WILDWOOD, FLORIDA 34785
LICENSED BUSINESS NO. 0498

KAYE M. JAMESON
REGISTRATION NO. 5912

DATE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON _____ DAY OF _____, 20____, AT _____ FILE NUMBER _____.

PLAT BOOK _____
PAGE _____

CLERK OF THE COURT IN AND
FOR SUMTER COUNTY, FLORIDA

PRINT NAME
DEPUTY CLERK

SIGNATURE
DEPUTY CLERK

SEAL

SEAL

PREPARED BY: **CFB** CLYMER FARNER BARLEY SURVEYING
4450 NE 80RD ROAD - WILDWOOD, FL 34785
(904) 764-1274 (904) 764-1274

MIDDLETON UNIT NO. 3B

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 2

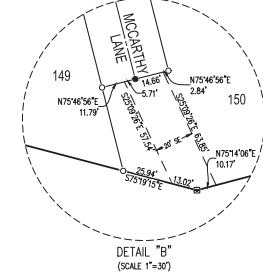
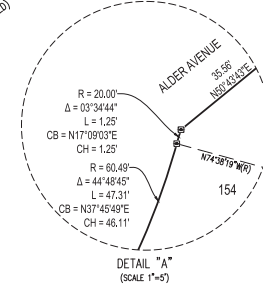
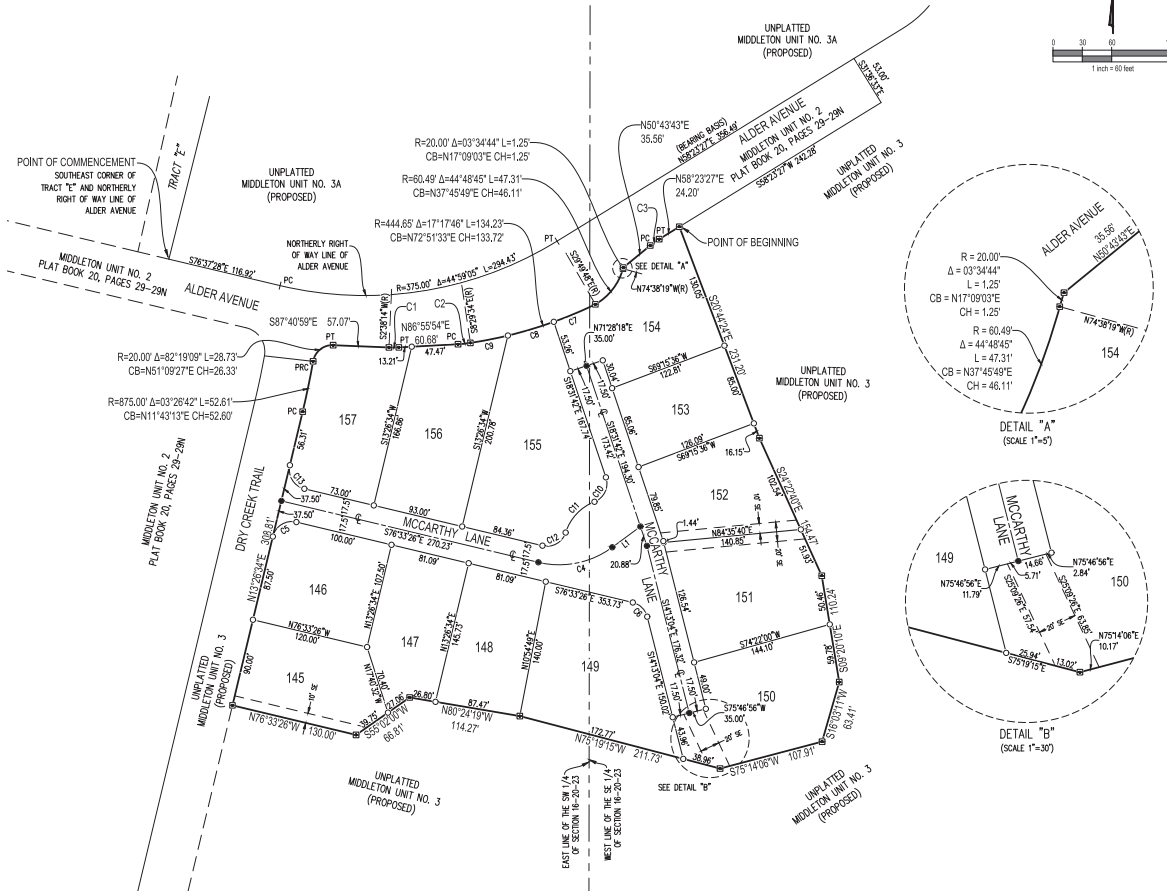
PLAT BOOK _____
PAGE _____

CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C1	101.50'	5°42'19"	10.11'	N89°47'04"E
C2	114.50'	6°22'21"	12.74'	N83°44'41"E
C3	84.00'	7°39'44"	11.23'	N54°33'35"E
C4	91.54'	49°50'15"	79.62'	N78°31'27"E
C5	20.00'	90°00'00"	31.42'	S58°26'54"W
C6	20.00'	67°20'22"	21.70'	N45°23'15"W
C7	444.65'	5°57'03"	46.18'	N67°11'12"E
C8	444.65'	6°19'10"	49.04'	N73°19'19"E
C9	444.65'	5°01'33"	39.00'	N78°59'40"E
C10	20.00'	87°11'24"	30.44'	N25°04'00"E
C11	50.00'	51°07'22"	44.61'	S43°06'01"W
C12	20.00'	85°54'14"	29.99'	N69°29'27"E
C13	20.00'	90°00'00"	31.42'	S33°33'26"E

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S53°36'19"W	35.79'

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (B. #4789), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #4888 & LB #4709
- INDICATES P.A. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4888 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #3)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- CL INDICATES CENTRAL ANGLE OF CURVE
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- LB INDICATES ARC LENGTH
- NO INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT ON CURVE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIAL LINE
- RA INDICATES RADIAL LINE
- RD INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYING PIPES
- DE INDICATES DRAINAGE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- DE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR SOFT GATE PATIOL. DEVELOPER CONVEYANCES FUTURE H.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR OBTAIN SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.



PREPARED BY: **CFB** | GUYMER
SURVEYING
4400 NE 83RD ROAD, WILDWOOD, FL 34775
(904) 745-2100, (904) 745-2101

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Generator Replacement for the CR 209 Lift Station for the Amount of \$208,057.00

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: Ring Power
Effective Date: 12/19/2023 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: This is an approved budgeted project in the 23/24 fiscal year budget. Funds are available in account 401-535-60-6330 (CR 209 Lift Station Upgrades) with an outstanding balance of \$608,143.00.

HISTORY/FACTS/ISSUES:

Staff is requesting to replace the existing outdated generator and transfer switch at the CR 209 Lift Station. The generator has reached the end of its life cycle due to age and the addition of new equipment (bar screen / odor system), which added power demand to the generator. The new generator will provide continuous, uninterrupted service and increase reliability during storm and emergency events. The generator will be procured from Sourcewell Cooperative Pricing Agreement through Ring Power Caterpillar. Attached is a quote from Ring Power Ocala for the amount of \$208,057.00.

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

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

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

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

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

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

SALES**SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**DATE: **11.15.23**QUOTATION NO: **RB22-E220714D-Sourcewell.REV1**

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

**ESTIMATED SHIPPING LEAD TIME: Generator in stock. Fuel
Tank Estimated Completion January 2024**

SHIPPING VIA/FOB: Jobsite
ESTIMATED SUBMITTAL LEAD TIME: 2-4 WEEKS
JOBSITE ADDRESS: TBD
CITY/STATE/ZIP: Wildwood FL 34785
PROJECT NAME: **Lift Station #36 Replacement**

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

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
One (1) New Caterpillar C9 Diesel Engine Generator Set, 300kW, Rated Standby, 480V, 3 Phase, UL2200 Equipped as Follows: - Generator Controller - Block Heater - Electronic Governor - Alarms and Shutdowns - Generator Run Relay - Permanent Magnet-Excited - Battery: Wet with Cables - Battery Charger: 10A - Generator Circuit Breaker 400 Amp - Secondary Circuit Breaker 600 Amp Enclosure Aluminum Sound Attenuated - Internal Exhaust Silencer Fuel Tank 48 Hour Sub-Base UL142 Rated, 1104 gallons – FDEP - Color: Cat White Enclosure Black Base Tank.		

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

Customer: _____ Salesman's Signature: _____

Rainer Berry

Rainer Berry, EPG Sales Central FL

TERMS

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

Quote No. **RB22-E220714D-Sourcewell.REV1**

Page 1 of 3

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<u>5 Year Platinum Plus Caterpillar ECS</u> Installation: Disconnect & Remove Existing Generator. Make pad modifications as needed to allow alignment of new generator stub up area Offload, set, and anchor new generator Electrically install new equipment (Permits included). Start-up: Perform Required Caterpillar Commissioning. Perform a 2 Hour Generator Full Load Test. Perform a System Building Customer Witness Transfer Test. Basic Customer Instruction is Included. O&M's One (1) Set of Operation and Maintenance Manuals TOTAL NET COST FOR ABOVE Trade In Value for (2) Existing Generators (Katolite and Cat) Note- Trade in Values will be reflected as a credit on invoices. Purchase orders should reflect the base level cost above, without trade in value. Optional Addition: RPC to provide and install Replacement Transfer Switch ATS: ASCO 400 Amp, Non Service Rated, Nema 4X SS Enclosure. NOTE: Nema 4X Enclosures are currently driving extended lead times. Estimated lead time at time of proposal is 44 weeks. RPC will work to expedite where possible. NOTES: 1. FDEP Certification For Fuel Tank by Customer 2. ELECTRICAL AND MECHANICAL INSTALLATION IS INCLUDED. 3. LOCAL FREIGHT IS INCLUDED. OFF-LOADING IS INCLUDED. 4. NO SPECIFICATIONS WERE PROVIDED FOR THIS PROPOSAL. 5. CURRENT PRODUCT LEAD TIME IS NOTED ABOVE IN WEEKS BUT IS SUBJECT TO CHANGE ACCORDING TO FACTORY AVAILABILITY. 6. NO FUEL OR FUEL REMOVAL IS PROVIDED 7. NOTHING OTHER THAN WHAT IS QUOTED ABOVE WILL BE PROVIDED 8. NETA TESTING TO BE PROVIDED BY OTHERS 9. No certifications will be provided as to the sizing. 10. If Required coordination study to be completed by others Comments: Reconnecting to Existing Transfer Switch Unless Optional Adder is Accepted Sourcwell Formally – National Joint Powers Alliance Contract #092222-CAT Customer Sourcwell Contract Number 34722	\$187,318.00 (\$8,500.00) \$20,739.00	\$187,318.00 (\$8,500.00) \$20,739.00

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Notice to Buyer: The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."		

Caterpillar, Inc.

Electrical Energy Power Generation Equipment

#092222-CAT

THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A PART OF THE CONTRACT BETWEEN SOURCEWELL AND SUPPLIER.

If you would like to purchase off this contract or for questions regarding products and pricing, the Supplier Contact Information can be found at:

[Caterpillar Inc.: Contract 092222-CAT | Sourcewell \(sourcewell-mn.gov\)](#)

**Solicitation Number: RFP #092222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and will not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

assignment will be invalid. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

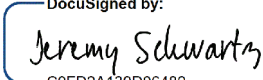
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

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

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____

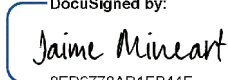
Jeremy Schwartz

Title: Chief Procurement Officer

12/6/2022 | 4:51 PM CST

Date: _____

Caterpillar Inc.

DocuSigned by:

8ED6778AD1EB44E...

By: _____

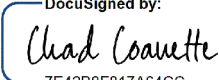
Jaime Mineart

Title: Vice President & General Manager
Retail Electric Power Solutions

12/6/2022 | 6:57 PM PST

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

12/6/2022 | 8:58 PM CST

Date: _____

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name: Caterpillar
Address: 5205 N O'Connor Blvd
Irving, TX 75039
Contact: Jaime Mineart
Email: Mineart_Jaime_M@cat.com
Phone: 309-208-8238
Fax: 847-212-8020
HST#:

Submission Details

Created On: Thursday August 04, 2022 09:20:25
Submitted On: Thursday September 22, 2022 11:48:50
Submitted By: Jaime Mineart
Email: Mineart_Jaime_M@cat.com
Transaction #: 7d158290-a935-4ffc-acc0-efaa11d1bfb4
Submitter's IP Address: 198.180.154.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Authorized Rep: Jaime Mineart Title: Vice President & General Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Mineart_Jaime_M@cat.com Phone: (309) 208-8238	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Nicole Warnstedt Title: Territory Sales Manager Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Warnstedt_nicole_a@cat.com Phone: (847) 212-8020	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Other Contact: Steve Turner Title: Americas Sales Manager, Retail Electric Power Solutions Address: 5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039 Email: Turner_Stephen_M@cat.com Phone: (309) 208-8238	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L. Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support. The key to this satisfaction is two-fold: build the best products and empower our dealers to offer the best support. Through this combination, we are proud to prove that our products offer the best value to our customers regardless of where they are located. Caterpillar produced its first diesel engine in 1939. In 1953, Caterpillar created a division dedicated to the specific needs of a broad range of diesel engine customers, including power generation. In 2021, the Energy & Transportation segment including all Power Generation divisions contributed more than \$20.2 Billion of revenue globally for Caterpillar Inc. with more than \$7.6 Billion in North America alone. Since the founding, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will purchase another one. Caterpillar has a robust Code of Conduct that can be found at Caterpillar Code of Conduct Caterpillar Values in Action. Here is a quote from Jim Umpleby, Caterpillar Chief Executive Officer, summarizing this code and its significance in Caterpillar culture. "We are proud that the people on our team come from across the globe, with diverse backgrounds, experiences, and perspectives. This diverse culture and character make us stronger. What unites us within this diversity is a common set of Values; that we are not just accountable for the work we do; we also care deeply about how we do it. Our Code of Conduct defines those Values in action –what we stand for and how we conduct ourselves with our customers, suppliers and one another. Its purpose is not to provide a set of rules that covers every situation or challenge we may face, but to guide us in living those values every day. The Code of Conduct explains what Integrity, Excellence, Teamwork, Commitment and Sustainability mean to us and how we use these Values to make sound, ethical decisions. Our Code of Conduct is one of the most important documents we produce at Caterpillar. We can prove measurable advantages in total owning and operating costs as well as tangible benefits in terms of standard safety features, telematic information sharing, and many training, and application support services offered by our dealers.	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar is the top contributor to generator sales in our current Power Generation and Services contract 120617-CAT. Together with the Machine contract, we look forward to the opportunity to further grow business and serve member needs together in this new Power Generation contract. With average 20-30% growth over the past 5 years, we will be dedicated to continuing with this annual growth.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors. Please see 2021 Investor Presentation which provides additional details about our financial position. The full text of the SEC filing documents can be found on our public website: https://investors.caterpillar.com/financials/sec-filings/default.aspx. In 2021 full year sales and revenues were \$50.971B. Enterprise operating cash Flow was \$7.2B. During the year, the company paid dividends of \$2.33B and repurchased \$2.67B of Caterpillar common stock. Liquidity remained strong with an enterprise cash balance of \$9.25B at the end of 2021. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE:CAT) reached the 27th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and must have a market capitalization of at least \$3B to qualify as a Dividend Aristocrat.	*
13	What is your US market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	Market share information beyond what is made publicly available through our annual reports is considered confidential. Market share data is not readily available within the industry. There are not many manufacturers offering products for the US and Canada that meet the required regulations. Caterpillar is a significant contributor to the overall Power Generation sector within the US and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Caterpillar has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable dealer network. Our dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe our dealers have the largest amount of service parts available in their inventory. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to our dealers. The dealers then sell those products to customers. Caterpillar does not sell directly to state and local governments. Though we will sign this contract as a manufacturer, our dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring out the terms of this agreement. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 120617-CAT and 062320-CAT). They have all been trained on contract usage. In fact, the current Electric Power contract is leveraged by at least 75% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Caterpillar has not been suspended or disbarred in trading history.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China) 2020 China Good Companies: Industry Leadership – Jiemian.com (China) Cat® G3520 Fast-Response, Natural Gas Generator Set Earns Gold Award in Consulting-Specifying Engineer's 2021 Product of the Year Competition	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*

21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 7% and 15%.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cat dealers typically hold contracts with states and provinces. Additionally, we are contract holders with OMNIA. Just as we would never share Sourcwell transaction information with other cooperatives, we feel it is inappropriate to share volumes with those contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current Power Generation GSA contracts that Caterpillar holds: SIN 335999 Power Distribution Equipment: 2020=\$736,134 2021=\$1,353,905 2022 = as of today \$285,951 Contract Number: GS07F5666R (Future sales will be under new contract: GS30F0018U)	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Ogden	Monica Kapp	801-430-2308	*
United Water Conservation District	Chris Hendricks	805-415-1554	*
Renewable Water Resources	Brent Rhymer	864-299-4000	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Charlotte	Government	North Carolina - NC	A city local to North Carolina	Purchased 16 units (specific to EP products)	\$2,545,112	*
Manatee County	Government	Florida - FL	A county local to Florida	Purchased 9 units (specific to EP products)	\$1,463,479	*
Bonita Springs Utilities	Government	Florida - FL	A city local to Florida	Purchased 2 units (specific to EP products)	\$1,388,444	*
University of Florida	Government	Florida - FL	College in Gainesville, Florida	Purchased 3 units (specific to EP products)	\$1,199,583	*
City of Raleigh Public Utilities	Government	North Carolina - NC	Water and sanitary sewer services	Purchased one unit (specific to EP products)	\$1,034,177	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
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26	Sales force.	The Cat dealer salesforce is the most capable and highly trained in the industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have electric power specialists located in house to work with customers on all aspects of their power generation business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and locations map in the attached "Cat Dealer Directory". Cat dealers are independently owned and many cover an entire state or province. In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state). Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers and customers in the governmental industry. Dealers have trained specialists that cover many industries. Many of our dealer sales reps sell more than 50% of their sales through Sourcewell. To support these dealers and specialists in the field, Caterpillar has an electric power division with 30+ dedicated electric power territory managers dedicated to training and focused on the electric power industry. To help with Sourcewell sales, we have a dedicated sales rep, Nicole Warnstedt, who is expert on co-operative purchasing for the power generation group as well as an intern to assist with day to day tasks. Caterpillar also pulls together the electric power specialists into a Dealer Advisory group to have a continuous feedback loop on industry trends and to collaborate on future new product introductions. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and their product support sales reps are well versed in working with government entities. Please refer to the Cat dealer locations list and map included in "Additional Documents".

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big", we are able to keep the pipeline of high quality employees full. In addition to the technicians and mechanics that work on the generators directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. Historically, we have exceeded our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat Generator, they include the contract number and their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the generator. 3) After the generator has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a generator, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar has a standard warranty to address. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. With an abundance of Caterpillar Network service locations (over 468 locations) including an estimated sales and service team of 53,000, 8,000 service bays, and 8,500 field service trucks, our highly skilled/trained Caterpillar dealer technicians are in close proximity to Sourcewell customers within the US and Canada. The Caterpillar network provides unmatched service capabilities to meet customer servicing requirements. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs: -Cat Inspect -Condition Monitoring -Customer Support Agreements -S-O-S Services (fluid analysis)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell member sectors with in the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell generators in all states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and are actively encouraging its use. Caterpillar currently has Canada Sourcewell growth in our Canada Dealer's 2023 Growth Plans. We have gained momentum with our current contract 120617-CAT in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are happy to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are happy to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Caterpillar is committed to cooperating with Sourcewell to fully and continually train our 53,000+ management and sales staff within the dealer network to ensure maximum awareness and embracement of our Sourcewell contract. To show our commitment, we have engaged to deploy the proven ability of the Government Solutions Team, LLC (GST) of Lebanon, Tennessee to train and further support our sales management and dealer network in the event of a contract award in this RFP process. GST's extensive knowledge and understanding of the Sourcewell statutes, history and processes will be our continual priority in the support and education of our distribution channel. GST builds Sourcewell awareness and enthusiasm within our dealer network. Consistent remote and on-site dealer training at regional and national dealer meetings will continue to lead to exemplary sales growth of our proposed Sourcewell contract. GST also staffs a Dealer Support Specialist who is dedicated to assisting sales reps with their questions and needs. Caterpillar is also listed as a strategic supplier partner for National Cooperative Purchasing Partners (NCP), the professional association for cooperative procurement. Documentation and training regarding Sourcewell projects are available on our internal dealer website. Caterpillar also does onsite and virtual training for dealers to educate and drive Sourcewell growth. Our current marketing strategy with Sourcewell contract 120617-CAT proves to be effective with year-over-year sales growth. Since inception of Caterpillar's Sourcewell contracts, 3,015 Caterpillar generators have been sold leveraging the Sourcewell contract. Should we be fortunate enough to be awarded a contract for Energy Generation in response to RFP #092222, we will proudly announce the award publicly through our multiple customer-facing touchpoints to include but not limited to: 1) Press Release 2) Announcement in monthly Electric Power customer e-newsletter: 3) Feature on cat.com cooperative purchasing focused webpage: https://www.cat.com/en_US/articles/electric-power/sourcewell-cooperative-purchasing.html 4) Announcement on Cat Electric Power social media channels (FB, LinkedIn, Twitter) 5) Sourcewell promotion at industry events we attend where the audience includes non-profits and government within the SLED market including schools, landfill, and water/sewer treatment applications. Examples of 2022 events where GST representatives attended in support of Caterpillar and Sourcewell included American Public Works Association (PW), Wastecon, WasteExpo, Water Environment Federation's Technical Exhibition and Conference (WEFTEC), Government Fleet Expo (GFX), National Institute of Government Procurement (NIGP), California Association of Public Procurement Officials (CAPPO), National Association of County Engineers (NACE) and American Public Works Association (APWA) Snow Conference. 6) Update promotional literature 7) Dealer awareness promotional events
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using emerging technologies to reach our customers. We manage several social media platforms and can target governmental segments. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines they own. Caterpillar has teams of people who handle leads from Cat.com to grow and enhance online presence. Cat Electric Power has an online portal that has ability for customers to size a unit and view inventory. Our dealers have resources for lead generation from third party databases to understand which opportunities are coming in the governmental and non-profit section. Our dealers utilize these resources plus Caterpillar Inc. resources to focus and drive and understand pipeline of opportunity that we can promote the Sourcewell solution through.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. We enable customers to size and configure our less complex products, view available inventory, and engage dealers online at power.cat.com. Our larger products are complex and often custom-configured. A consultative salesperson is integral to ensuring that generator sets are configured and built to perform well in their expected duties. For this reason, we only include our less complex products online. We encourage our independent dealers to offer options beyond those from Caterpillar. Sourcewell members are free to use those options.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. All Caterpillar operation and maintenance manuals provided with our equipment have instructions for safe operation of our equipment. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and if would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas - operation, safety, and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.	*

41	Describe any technological advances that your proposed products or services offer.	Technology is a key product differentiator for Caterpillar. To describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies specific to products in this RFP are listed below. More details are available on our product pages on www.cat.com. 1. Cat Remote Asset Monitoring and telematics are available on every generator. Generators smaller than C32 come equipped with Product Link devices which allow ease of setup for monitoring. This allows customers and dealers to monitor generator health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime. 2. Caterpillar has invested in controller technology for generators, offering our EMCP 4.4 control panel for most generator offerings. This controller has an easy-to-use interface and allows for paralleling of multiple units, creating redundancies and allowing customers even more protection against outages. 3. Caterpillar equips every Tier 4 Interim/Stage IIIB engine with ACERT™ technology with an ideal combination of electronic, fuel, air and aftertreatment components, based on engine size, the type of application and the geographic location in which it will work. Applying technologies systematically and strategically optimizes them to meet our customers' high expectations for productivity, fuel efficiency, reliability, and service life. The right technology fine-tuned for the right application results in improved fuel efficiency, boosted power and performance across applications, no additional space requirements, and reduced emissions with up to 90 percent reduction in particulate matter (pm) and 50 percent reduction in oxides of nitrogen (NOx). 4. As the global climate changes, more companies are turning to sustainable solutions to help lower their carbon footprint. Renewable hydrogen and hydrogen blends are among several alternative fuels customers are considering achieving their sustainability goals. Leveraging 35 years of expertise in hydrogen technologies across multiple end markets, Caterpillar continues to improve the performance of hydrogen-fueled power technologies with minimal impacts on maintenance costs and schedules, availability, and operations. 5. Caterpillar offers a full range of Cat® Microgrid projects from 10kW to 100MW through our global dealer network. The projects would include an integrated or standalone solution using solar, energy storage and/or diesel/gas generator sets. We can also offer monitoring services for our projects. The solutions are all module and scalable. Our CAT dealers can offer product upgrades, financing services, warranties, service agreements, and parts availability. We will customize our microgrid technologies to meet your business and industry needs. 6. In 2022, Caterpillar acquired Tangent Energy Solutions, an Energy-as-a-service company. Tangent provides customers with turnkey solutions for reducing energy costs, increasing energy efficiency, reducing emissions, monetizing electric grid support and providing resiliency for customer operations. Tangent Energy's proprietary software solutions monitor patterns from grid and client facilities, analyze opportunities in energy markets, and then dispatch resources to maximize return without disrupting normal business operations.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day - it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability at Caterpillar, please visit our 2021 Sustainability Report found at Caterpillar 2021 Sustainability Report. Caterpillar has recently acquired Tangent Energy Solutions. Tangent is an energy-as-a-service company that provides expertise to customers in structuring and developing projects that monetize their power generation assets. This capability increases a customer's financial rationale for new installations and, at the same time, increases power reliability and supports their ESG (Environmental, Social and Governance) initiatives. This investment increases our ability to participate in the growing utility sector and sell more electric power products. Electrification and Decarbonization are major growing trends in our energy space. Tangent can help with the reliability of power that customers are looking for while simplifying the power systems as we move forward through this Energy Transition

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with ISO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Mapleton - 14001:2004 self-certification issued Jan 2013 4) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 5) Reman Services - Franklin - ISO 14001:2004-May 2017 Certifications specific to EP product manufacturing: 1) Lafayette, IN – ISO 9001: 2015- Nov 2020 2) Griffin, GA – ISO 9001:2015 – Feb 2021 3) Seguin, TX- ISO 9001:2015
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Two CAT dealers in NA are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for divers supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. A full report on Caterpillar Diversity and Inclusion can be found at Caterpillar Caterpillar 2021 Diversity & Inclusion Report Highlights Progress with Growth in Diverse Populations.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: CAT products deliver the best value for the money. We are happy to demonstrate to customers that our generators offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. EXTENDED SERVICE COVERAGE To show the value that we place on this proposed contract, we will continue to offer a complimentary Gold and Platinum Extended Service Coverage on most models when purchased through the Sourcewell contract. Details on these offerings can be found in flyers included in Attachments. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each generator has industry-leading features that strive to minimize the possibility for accidents. Some examples include: - UL2200 Certified – all units include guards over rotating compartments, safety shutdowns and alarms, and grounded wiring installations among many other safety features - Emergency Stop Button - Enclosures are lockable to allow human contact to be avoided - XQ Product has separated control panel to allow a member to not have to go in enclosure to make generator adjustments - XQ also has cover over customer connections and circuit breaker trips when opened. - NFPA 110 – Level 1 Life Safety saves lives of people who are in hospitals, nursing homes, etc. by requiring startup in X seconds. - IBC – certified against earthquakes All certifications on our products are listed here: AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC. Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. DEALERSHIP ATTRIBUTES: Back up power is a critical asset of many Sourcewell members. Caterpillar dealers bring a unique solution to provide second to none service to our customers. Unlike competitors, our dealers own their own rental fleet and make available as needed. Even with stationary products, we have options to provide back up rentals to best serve Sourcewell's members when emergencies occur. Our vast dealer network with 800 locations is positioned to service both urban and rural areas throughout the US and Canada. PRODUCT ATTRIBUTES: Over the last five years, Caterpillar has invested in a product that is lower capex cost for the public and non-profit industry sector. This new line of generators, our GC models, involved a redesign of 15 of our current generator offerings, which created an average cost reduction of 10-15%. The cost savings is driven by offering fewer options on these models without sacrificing Caterpillar quality.
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Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts and labor with fewer exclusions than our competitors. Please see our "EP Warranty Statement SELF5731-01."	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar warranties cover the cost of replacement parts and the labor to install them. They sometimes cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no geography restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for generator ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as battery chargers, are covered under their manufacturers' warranties	*
51	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs and at least equal to local competition. More solutions are available and we encourage members and dealers to explore all options. Customer Value Agreements (CVA's): A member may choose to enter an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member's situational and local needs, including some standard options as well. For instance, all units under 1250kW have standard parts kits available. Examples of options that can be included in a CVA are: 1. Condition Monitoring 2. Load Bank Testing 3. Extended Service Coverages CVA's are a useful tool for members to better manage their budget. Most CVA's are bundled at the time of purchase; however, they may be added at any time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms vary, but all will be agreed upon at the PO level.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Caterpillar's wholly owned subsidiary, Caterpillar Financial offers Sourcewell members leasing and finance products at below market interest rates. The total interest charged is normally less than the total cost of issuing a bond. Often these leasing/financing options may not require voter approval as with bond issuance. These products also let Sourcewell members cancel their contracts without penalty (on the last day of the appropriations period) if funding is not approved for the following year. Lending terms and conditions are transparent to all Sourcewell members upon quotation.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is simple. We offer a deep discount off the current generator list prices to all Sourcewell members. Overall pricing from published list price is discounted up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. We have provided reference pricing in the document entitled "Caterpillar Gen Disc List RFP August 2022."	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts are off of the current generator list prices. Our discount ranges varies between 10 - 40% off of the list price depending on the product family.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell contract number and member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generators are unique in their requirements, and often require specialized startup/installation which can be determined with the dealer at the PO level. When a dealer issues a quote for a generator, any additional costs will be itemized separately and are not subject to the Sourcewell discount.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their generator from the Cat dealer. Freight and delivery charges will be determined and assessed at each project.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their generator from their Cat dealer. Freight and delivery charges will be determined and assessed at each project.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generators are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This proposed contract is priced to be our go-to-market strategy across the US and Canada. We have included a complimentary extended warranty for most models when purchased through our proposed Sourcewell contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #120617-CAT) is working well. The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach Sourcewell members purchasing prices per the Sourcewell contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as a Sourcewell sale on their order and they must also fill out a report to the Caterpillar designated Sourcewell custodian, Nicole Warnstedt, including the product order number and Sourcewell member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to Sourcewell. To ensure correct pricing and auditing, Caterpillar has created a focus program that dealers can use on their quotes. This focus program automatically populates associated discount levels. The Caterpillar designated Sourcewell custodian, Nicole Warnstedt, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to Sourcewell members as well as the quarterly administration fee process.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In the event of an award, we will continue to measure the percentage of sales that are sold through the Sourcewell contract, dealer participation with the contract, total number of gensets sold and program growth year over year.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose an administrative fee to Sourcewell of 1% of transaction price of any new Caterpillar generators sold through this contract. Caterpillar will pay this fee to Sourcewell and not impose related charges to our dealers or members.	*

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Caterpillar is proposing an extensive alternative energy solutions offering including: 1) a full line of diesel and natural gas packaged generator sets from 20 to 4000 kW 2) a line of price point configured diesel generator sets up to 1250 kW and 3) Microgrid solar and battery energy solutions. The following key Caterpillar product categories are included in this response: Stationary Diesel Packaged Generator Sets Stationary Natural Gas Packaged Generator Sets Mobile Diesel Packaged Generator Sets (XQ Products with Trailers) Control Panels Switchgear Automatic Transfer Switches Microgrid Components Leasing and Financing The Caterpillar Dealer Network can also offer custom shop work, installation, "turn-key" solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, engineering, leasing, financing and general contracting labor. To further enhance the Sourcewell members' product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements and maintenance agreements.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

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

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

Line Item	Category or Type	Offered *	Comments
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	☒ Yes ☐ No	N/A
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	☒ Yes ☐ No	N/A
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	☒ Yes ☐ No	N/A

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Caterpillar Gen Disc List RFP August 2022.xlsx - Tuesday September 20, 2022 15:56:47
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday September 20, 2022 15:58:41
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday September 20, 2022 15:59:03
 - WM8E/M8E/S8E or Related Certificates (optional)
 - [Warranty Information](#) - SELF5743-01_.pdf - Tuesday September 20, 2022 15:57:54
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Tuesday September 20, 2022 15:59:30
 - [Upload Additional Document](#) - Additional.zip - Tuesday September 20, 2022 15:59:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☒	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☒	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☒	1
Addendum_1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☒	1

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Swear in City Staff and Public Speakers

REQUESTED ACTION:

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **FY24 First 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 FY24 budget year. In this first budget amendment, staff carried forward all the projects and capital equipment items that are outstanding from FY23 into the FY24 budget. At the end of FY23, all remaining budgeted funds went back to the reserves. Therefore, funding for this amendment will come from the reserves.

RESOLUTION NO. R2024-1

A RESOLUTION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 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 November 6, 2023, the City Commission of Wildwood, Sumter County, Florida, adopted Resolution No. R2023-30 approving the annual budget for Fiscal Year 2023-2024; 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 2023-2024 budget as shown on Exhibit "A" attached hereto and incorporated by reference.

Section 2. By approval of this Resolution, the City Commission of the City of Wildwood hereby makes the following determinations for all items related to Law Enforcement Impact Fees and Park & Recreation Impact Fees:

1. The expense is for capital facilities or equipment to be used for the purpose of the trust fund; and,
2. The expense is made necessary by the new development construction from which such funds were collected; and,
3. The expense will result in substantial benefit to the new development construction from which said funds were collected.

Section 3. 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: _____
Jessica Barnes, City Clerk

EXHIBIT A

General Fund

Executive

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Professional Services	\$318,200	\$3,604	\$321,804

Justification for Amendment: In this amendment, the Utility Revenue Analysis that was budgeted in the Executive Department is being carried over from FY23 into FY24. Since this is from the prior year, funding for this amendment will come from the reserves.

Development Services

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Professional Services	\$795,000	\$40,000	\$835,000

Justification for Amendment: In this amendment, the Land Development Regulations (LDR) revisions budgeted in the Development Services Department are being carried forward from FY23 into FY24. Since this is from the prior year, funding for this amendment will come from the reserves.

Human Resources

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Professional Services	\$27,200	\$10,625	\$37,825

Justification for Amendment: In this amendment, the employee classification/compensation study by Evergreen is being carried forward from FY23 into FY24. Since this is from the prior year, funding for this amendment will come from the reserves.

Police Department

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Cap. Impr. Machinery	\$554,600	\$118,387.38	\$672,987.38

Justification for Amendment: In this amendment, some capital equipment items in the Police Department are being carried forward from FY23. The K9 vehicle and an unmarked car are both being carried over into FY24. Since these items were from the prior year, funding for this amendment will come from the reserves.

Public Works Department

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Professional Services	\$449,500	\$5,449.25	\$454,949.25
Other Contractual Srv.	\$350,100	\$66,540.74	\$416,640.74
Subscriptions/Dues	\$11,940	\$2,875	\$14,815
City Hall/Annex Rehab	\$50,000	\$8,821.19	\$58,821.19
Cap. Impr. Machinery	\$190,000	\$41,297	\$231,297

Justification for Amendment: In this amendment, multiple projects and capital equipment items are being carried forward in the Public Works Department. The Pavement Management Services with the Kercher Group, the Police Station demolition, the electric work for the utility shed, the second installment for the accreditation process, some office furniture for the Executive Department, and a new Ford F-150 are all being carried over from FY23 into FY24. Since these items were from the prior year, funding for this amendment will come from the reserves.

Law Enforcement Impact Fees

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Cap. Impr. Machinery	\$124,000	\$484,375.44	\$608,375.44

Justification for Amendment: In this budget amendment, eight (8) marked police vehicles are being carried forward from FY23 into FY24. Since these items were from the prior year, funding for this amendment will come from the reserves.

Capital Improvement Fund

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Downtown Master Plan Projects	\$0.00	\$40,700	\$40,700
PD HQ Monument Sign	\$0.00	\$21,269	\$21,269
Drainage Project Land Acquisition	\$0.00	\$32,100	\$32,100
Municipal Srvs Complex Project	\$0.00	\$97,445.45	\$97,445.45
Pleasantdale Rehab	\$0.00	\$425,173.92	\$425,173.92
Barwick Rehab	\$1,680,000	\$263,668.20	\$1,943,668.20
Oak Grove Village Drainage Improv	\$900,000	\$826,390	\$1,726,390
Pavement Preservation Plan	\$0.00	\$60,000	\$60,000
Clay Drain Road Design	\$250,000	\$475,567	\$725,567
Jackson St Improv	\$2,000,000	\$27,021	\$2,027,021
Huey St Improv	\$150,000	\$1,389,900	\$1,539,900
St. Clair St Improv	\$250,000	\$200,000	\$450,000
Downtown Parking Garage	\$7,600,000	\$730,288.24	\$8,330,288.24
Recreation Center at MLK Park	\$650,000	\$381,161.60	\$1,031,161.60
Mill Park Improv	\$7,500,000	\$410,327	\$7,910,327
Lake Deaton Pier Impr	\$315,000	\$127,170	\$442,170
City Hall Courtyard Rehab	\$0.00	\$12,588	\$12,588

Justification for Amendment: In this budget amendment, multiple capital improvement projects are being carried over from FY23 into FY24. Since these items were from the prior year, funding for this amendment will come from the reserves.

Utility Fund

Water Department

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Water Meters	\$263,000	\$48,445.01	\$311,445.01
Cap. Imprv Machinery	\$253,000	\$166,566	\$419,566

Justification for Amendment: In this budget amendment, water meters and two vehicles budgeted in the Water Department is being carried over from FY23 into FY24. Since these items were from the prior year, funding for this amendment will come from the reserves.

Wastewater Department

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Professional Services	\$75,000	\$62,686	\$137,686
Lift Station Upgrades	\$500,000	\$220,556	\$720,556
Capital Improv-Other	\$40,000	\$46,594	\$86,594
Mill Park Project	\$0.00	\$117,989.62	\$117,989.62
Cap Improv-Machinery	\$753,800	\$409,700	\$1,163,500
SR 44 FM/CCC Decom	\$1,300,000	\$2,473,495	\$3,773,495
Wildwood Estates LS	\$0.00	\$82,736.40	\$82,736.40

Justification for Amendment: In this budget amendment, the odor control assessment, the clean waterways act, the Huey St Sewer Reroute project, panel replacements for six (6) lift stations, a control panel replacement, the headworks drum screen panel, the Millennium Park Reuse Extension Project, a Ford F350, lift station generators, the SR 44 Force main/Continental Country Club Decommissioning project, and the Wildwood Estates LS project are being carried over from FY23 into FY24 for the Wastewater Department. Since these items were from the prior year, funding for this amendment will come from the reserves.

Utility Capital Project Fund

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
WWTP Project	\$50,000,000	\$685,812	\$50,685,812

Justification for Amendment: In this budget amendment a portion of the Wastewater Treatment Plant (WWTP) Project is being carried over from FY23 into FY24 in the Utility Capital Projects Fund. Since this was from the prior year, funding for this amendment will come from the reserves.

Water Connection Fees Fund

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Ashley WTP Project	\$0.00	\$214,192.70	\$214,192.70
Contingency	\$175,000	(\$79,192.70)	\$95,807.30

Revenue	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Cash Forward	175,000	135,000	\$310,000

Justification for Amendment: In this budget amendment the Ashley Water Treatment Plant Project is being carried forward from FY23 into FY24. Originally, this project was anticipated to be completed in FY23 and FY24 was budgeted to show that project depleting this fund. Due to delays, the project is now being moved to FY24 and is anticipated to be completed this fiscal year.

Water SDC Fees Fund

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Ashley WTP Upgrade	\$470,000	\$80,000	\$550,000

Justification for Amendment: In this budget amendment the Ashley WTP Upgrades project is being carried over from FY23 to FY24 in the Water SDC Fees Fund. Since this was a prior year item, funding for this amendment will come from the reserves.

Wastewater SDC Fees Fund

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
WWTP Facility Plan	\$10,000,000	\$1,751,660.06	\$11,751,660.06
Bridge Crossing Project	\$0.00	\$126,477.22	\$126,477.22

Justification for Amendment: In this budget amendment, a portion of the Wastewater Treatment Plant (WWTP) project, and the Continental Country Club Utility Bridge Crossing project are being carried over from FY23 into FY24 in the Wastewater SDC Fee Fund. Since these items were from the prior year, funding for this amendment will come from the reserves.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: AN 2311-002 6114 E SR 44 Wildwood

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant/owner, 3930 Tampa, LLC, has submitted a voluntary annexation application for parcel G15D009. The property to be annexed totals approximately 1.86 acres and is located at 6114 E SR 44, Wildwood FL 34785.

Annexation into the City is appropriate because the property is 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."

City water and sewer are not available to the subject property. The applicant will work with the City Utilities Department to connect to water and sewer services should they become available.



DATED: 01/12/2024

Amanda Bondi

Planner II, Development Services

ORDINANCE NO. O2023-67

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.86 ACRES LOCATED AT 6114 E SR 44, IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS 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 at 6114 E SR 44, Wildwood FL 34785, 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 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 3930 Tampa, LLC, is more particularly described as follows:

Parcel G15D009
3930 Tampa, LLC
1.86 +/-

LEGAL DESCRIPTION

LOT 9 BAKERS ESTATES PB 4 PG 15

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 _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

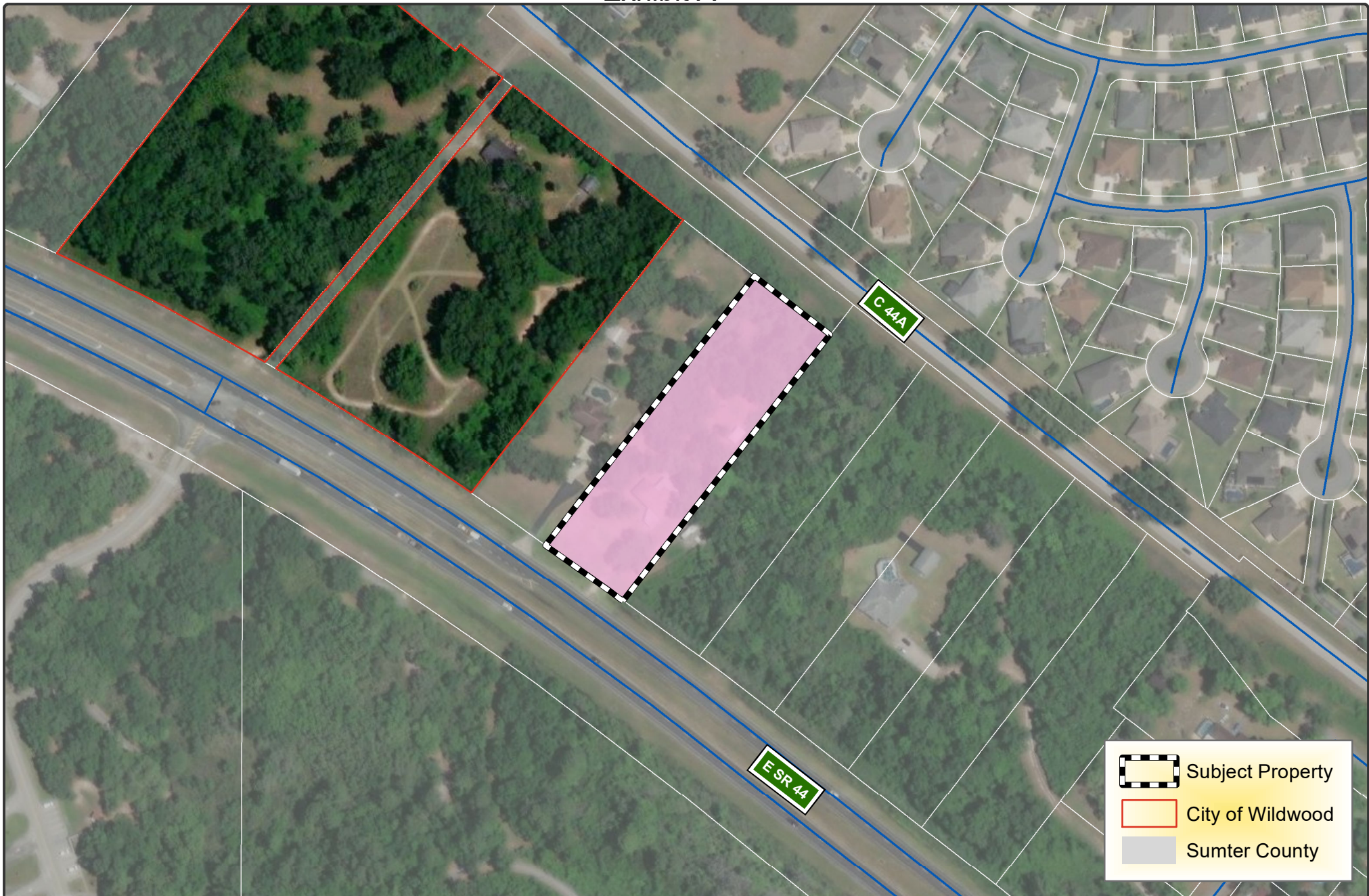
ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

Second Reading: _____

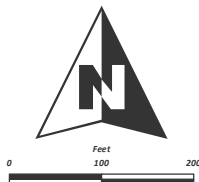
Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

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



AN 2311-002

6114 SR 44 WILDWOOD

PARCEL G15D009

MAP 1B

**LOCATION
MAP**

**DECEMBER
2023**

Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2023-67

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: AN 2312-001 Matteo Oaks

REQUESTED ACTION: Staff recommends approval

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, Clymer Farner Barley, LLC has submitted a voluntary annexation for parcel C36-102. The property to be annexed totals approximately 19.89 acres and is located at 8600 CR 209, Wildwood, FL 34785.

Annexation into the city is appropriate because the property is located within the City's Joint Planning Area with Sumter County, which interlocal agreement allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of an "enclave."

City water and sewer are not currently available at the subject property; however, this parcel is just west of the Twisted Oaks Planned Development, and it's expected that utilities will be in the vicinity as the project builds out. The applicant will work with the City Utilities Department to assess the future development project demands and to make the appropriate connections to water and sewer services as required by proposed development.

DATED: 01/2/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-1

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 19.89 ACRES LOCATED ALONG CR 209, APPROXIMATELY 0.38 MILES SOUTH OF THE INTERSECTION OF CR 209 AND E C 462, IN SECTION 36, TOWNSHIP 18 SOUTH, RANGE 22 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is approximately located on along CR 209, approximately 0.38 miles south of the intersection of CR 209 and E C 462, 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 limits and 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 Ronnie Lavonn Bailey Jr and Stephanie Lashay Bailey, is more particularly described as follows:

Parcels C36-102
Jeremy Wayne Bernal
19.89 +/-

LEGAL DESCRIPTION

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR COUNTY ROAD NO. 209 ACROSS THE EAST SIDE THEREOF.

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 is 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 _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

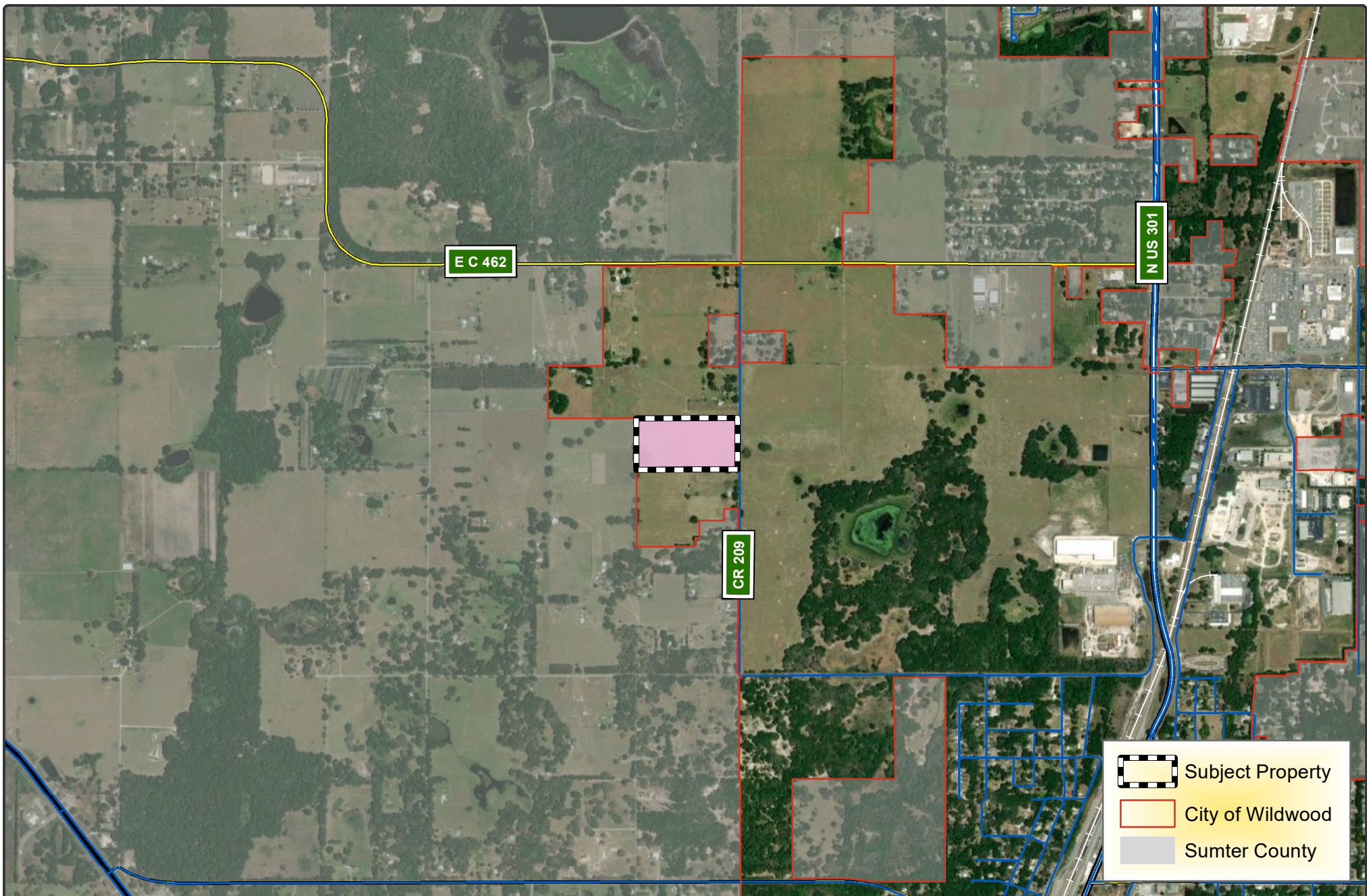
ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

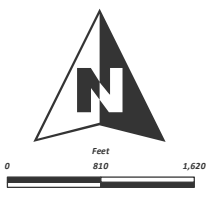
City Attorney



-  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



AN 2312-001
MATTEO OAKS ANNEXATION
PARCEL C36-102

MAP 1B
LOCATION
MAP
DECEMBER
2023

Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-1

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Bethany Estates Enterprises, LLC Developer's Agreement First Amendment

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

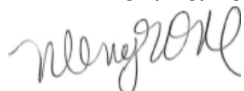
The attached Developer's Agreement is the first amendment to the original Developer's Agreement dated May 10, 2021, in which only the City of Wildwood and Bethany Estates Enterprises, LLC, were parties to the agreement.

The original agreement recited that Bethany Estates Enterprises, LLC owns certain real property and proposed to develop a +/- 22,300 sq. ft. medical office/office building on the property that would require access to water, wastewater and other municipal services. Since the recording of the original agreement, an additional party, Catalyst HRE, has proposed a development that requires municipal services for which it desires to participate in the Agreement to facilitate its implementation. Catalyst HRE, LLC, a Florida limited liability company, owns certain real property and proposes to develop a +/- 13,724 sq. ft. medical office building and +/- 8,658 sq. ft. ambulatory surgery center (Ocala Eye) that would require access to water, wastewater and other municipal services.

This first amendment seeks to add Catalyst HRE, LLC as an additional "Developer" under the Agreement as they desire to procure municipal services, including but not limited to water, wastewater, and other municipal services from the City to service its development.

Terms of this agreement were developed and finalized in consultation with the utilities department, city engineer, and city attorney. Exhibits "B" and "C" spell out the Developer Utility Concurrency System Development Charges due for water and wastewater and show the due schedule breakdown for both projects.

Dated: 01/16/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

**FIRST AMENDMENT TO
DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF
WILDWOOD AND BETHANY ESTATES ENTERPRISES,
LLC**

This First Amendment to Developer's Agreement Between the City of Wildwood and Bethany Estates Enterprises, LLC (the "First Amendment") is made on this ____ day of January, 2024, between and among the City of Wildwood, Florida, a Florida municipal corporation, and Bethany Estates Enterprises, LLC, a Florida limited liability company, parties to the *Developer's Agreement Between the City of Wildwood and Bethany Estates Enterprises, LLC* ("Agreement") dated May 10, 2021, and Catalyst HRE, LLC, a Florida limited liability company (collectively, the "Parties").

WHEREAS, the Parties desire to amend the Agreement, on and subject to the terms hereinafter set forth to add a new Party Developer to the Agreement;

WHEREAS, the original Agreement recited that Bethany Estates Enterprises, LLC owns certain real property described in the Developer's Agreement and proposed to develop a +/- 22,300 sq. ft. medical office/office building on the property that would require access to water, wastewater and other municipal services;

WHEREAS, since recording of the Agreement, an additional Party, Catalyst HRE, has proposed a development described herein that requires municipal services for which it desires to participate in the Agreement to facilitate its implementation;

WHEREAS, Catalyst HRE, LLC, a Florida limited liability company, owns certain real property described in **Composite Exhibit A**, which is attached and incorporated herein, and proposes to develop a +/- 13,724 sq. ft. medical office building and +/- 8,658 sq. ft. ambulatory surgery center on its property that would require access to water, wastewater and other municipal services;

WHEREAS, Catalyst HRE, LLC desires to procure municipal services, including but not limited to water, wastewater, and other municipal services from the City to service its Development;

WHEREAS, the Parties desire for Catalyst HRE, LLC to be added as an additional "Developer" under the Agreement; and

WHEREAS, the City Commission has approved this First Amendment and has authorized the Mayor to execute this First Amendment by motion passed at a regular City Commission meeting on _____, 2024.

NOW, THEREFORE, the Parties in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereto agree to amend the Agreement as follows:

1. Incorporation of Recitals and Exhibits. The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. First Amendment. This First Amendment amends, modifies, and supplements the terms and provisions of the Developer's Agreement recorded in the public records of Sumter County, Book 4017, Page 182 (defined in said agreement as "The Agreement"). In the event of a conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.

3. Definitions. The following definitions from the Agreement are deleted in their entirety and replaced as follows:

D. "Developer" – BETHANY ESTATES ENTERPRISES, LLC and CATALYST HRE, LLC, and their successors, and assigns in interest, and/or title, including any Homeowners/Property Owners Association to be created by Developer to which all common improvements described in this Agreement, will be conveyed and under whom all future maintenance responsibilities will fall.

G. "Party" or "Parties" – Refers to either Developer BETHANY ESTATES ENTERPRISES, LLC and CATALYST HRE, LLC or City, or (as applicable) to both Developer and City.

H. "Property" – The real property described on attached **Composite Exhibit A.**

4. New Definitions. The following definitions are added to the Agreement:

O. "First Amendment" – This First Amendment.

P. "Pioneering Fee Credit" – A credit issued by the City to the Developer that reimburses the Developer from SDC Fees collected from utility customers who connect to and are benefited by the installation of the Developer's Off-Site Improvements located along the routes described in Section 4 of this Agreement. One (1) Pioneering Fee Credit is equal to one (1) ERU of water or wastewater, as applicable. Pioneering Fee Credits cannot exceed the amount stated in Section 4B of this Agreement and shall expire after 10 years from the effective date of this Agreement.

5. Paragraph 1.A.4 of the Agreement is deleted in its entirety and replaced as follows:

4. ERU's for Purchase

a) City reserves the right to determine the number of ERU's it will allow Developer BETHANY ESTATES ENTERPRISES, LLC to purchase. The City has determined at the time of execution of this Agreement

that the Developer BETHANY ESTATES ENTERPRISES, LLC may purchase 7.448 water ERU's and 7.448 wastewater ERU's. These will be available at the times listed on **Composite Exhibit D**.

- b) City reserves the right to determine the number of ERU's it will allow Developer CATALYST HRE, LLC to purchase. The City has determined at the time of execution of this Agreement that the Developer CATALYST HRE, LLC may purchase 7.476 water ERU's and 7.476 wastewater ERU's. These will be available at the times listed on **Composite Exhibit D**.

6. Paragraph 2.B. is of the Agreement is deleted in its entirety and replaced as follows:

B. The City and the Developer have agreed that the Developer is entitled to receive a credit to be applied against the City SDC Fees for wastewater equal to the cost associated with construction of the Improvements. The parties acknowledge that the current estimated cost for the construction is as follows:

Total	\$2,400,000.00
-------	----------------

7. Paragraph 2.C. of the Agreement is deleted in its entirety and replaced as follows:

C. The Developer's cost to construct the Improvements will exceed the amount of wastewater SDC Fees paid to the City. The Developer shall be entitled to wastewater SDC credits equal to the actual cost of construction (not to exceed \$2,400,000.00) of the Improvements. The City will issue SDC Fee credits to the Developer based on the following schedule:

1. The current SDC Fee rate for one (1) ERU of wastewater is \$3,298.00. The rate for the estimated cost of the Improvements listed above in Section 4.A is \$2,400,000.00, providing for 727.71 ERUs.
2. The City will issue credits for wastewater SDC Fees for the Property, in the amount of 727.71 ERUs.
3. The Developer BETHANY ESTATES ENTERPRISES, LLC needs an estimated 7.448 wastewater ERUs and the Developer Catalyst HRE, LLC needs an estimated 7.476 wastewater ERUs; the additional 712.786 ERUs will be known as Pioneer Credits. The City agrees to reimburse the Developer for Pioneer Credits from SDC Fees collected from utility customers for wastewater located along the routes of the Improvements (force main, etc) that connect to and are directly benefited by the construction of the Improvements. The City's obligation to reimburse the Pioneer Credits shall terminate ten (10)

years from the date of execution of this Agreement.

4. Any additional ERUs above the 727.71 will require payment of the water/wastewater SDC Fees in effect at the time of acquisition.
5. Water SDC Fees are not subject to the reimbursement.
6. The City's obligation to reimburse the Developer, or any authorized successors or assigns, for any non-reimbursed funds shall terminate ten (10) years after the date of this Agreement.

8. The following Paragraph is added to Section 3 as Paragraph C:

C. Either of the Developer Bethany Estates Enterprises, LLC or Catalyst HRE, LLC may initiate construction of the Sewer Main Off-Site Improvements, as detailed in the Agreement, so long as wastewater capacity for the other Developer remains available in the quantities set forth herein and pursuant to the terms of the Agreement. Under the Agreement, the initiator of construction shall be eligible to receive wastewater SDC credits and to transfer unused SDC fees by the Developer to the other Developer to this Agreement.

9. Paragraph 7.A.2. of the Agreement is deleted in its entirety and replaced in its entirety as follows:

1. The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section:

AS TO THE CITY: City of Wildwood
Attn: Melanie Strickland
Development Services Director
100 N. Main Street
Wildwood, FL 34785

With Copy To: Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
109 E. Main Street
Leesburg, FL 34748

With Copy To: City of Wildwood
Attn: Jason Martin
Utilities Director
100 N. Main Street
Wildwood, FL 34785

AS TO DEVELOPER: **Bethany Estates Enterprises, LLC**
Attn: Dr. Felix Agbo
7625 Park Hill Avenue
Leesburg, FL 34748

Catalyst HRE, LLC
Attn: Anthony Lampasona
41 N. Jefferson St.
Pensacola, FL 32502

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

10. The Exhibits to the Agreement are deleted and replaced as follows:

A. Exhibit A to the Agreement is amended to include that certain real property owned by Catalyst HRE, LLC and Bethany Estates Enterprises, LLC, and re-titled **Composite Exhibit A**.

B. Exhibit B to the Developer's Agreement is amended to impose Developer Utility Concurrency System Development Charges Due from Catalyst HRE, LLC, and Bethany Estates Enterprises, LLC, pursuant to Section 1.A.1 of the Developer's Agreement, and re-titled **Composite Exhibit B**.

C. Exhibit C is amended to impose the payment and rate schedule required in Section 1.A.2. for utility service to property owned by Catalyst HRE, LLC and Bethany Estates Enterprises, LLC, and re-titled **Composite Exhibit C**.

11. Binding of Catalyst HRE, LLC's Property. The effect of this First Amendment is to subject the property owned by Catalyst HRE, LLC as described in **Composite Exhibit A**, to the requirements of the Agreement, as amended herein. The Agreement, as amended, shall bind Catalyst HRE, LLC and their successors in interest, and shall continue to bind Bethany Estates Enterprises, LLC and its property.

12. Recordation. This Amendment, when approved by the City of Wildwood and fully executed, shall be recorded in the public records of Sumter County, Florida. The Developer shall bear the costs of recording.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written with the intention to be fully bound hereby.

SIGNATURES BEGIN ON NEXT PAGE

**City of Wildwood, Florida, a
Florida Municipal Corporation**

By: _____

Title: _____

Date: _____

*APPROVED AS TO FORM AND
LEGALITY:*

ATTEST:

CITY ATTORNEY

CITY CLERK

SIGNATURES CONTINUE ON NEXT PAGE

Bethany Estates Enterprises, LLC, a
Florida limited liability company

By: _____

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF _____

The foregoing FIRST AMENDMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, _____, as _____ of Bethany Estates Enterprises, LLC, a Florida limited liability company, who is:

_____ Personally known by me, OR
_____ Produced a driver's license as identification.

Dated: this _____ day of _____, 2024.

Print Name: _____
Notary Public, State of Florida
Commission number: _____
Commission expires: _____

Catalyst HRE, LLC, a Florida limited liability company

By: _____

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF _____

The foregoing FIRST AMENDMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, _____, as _____ of Catalyst HRE, LLC, a Florida limited liability company, who is:

_____ Personally known by me, OR
_____ Produced a driver's license as identification.

Dated: this _____ day of _____, 2024.

Print Name: _____
Notary Public, State of Florida
Commission number: _____
Commission expires: _____

COMPOSITE EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION: (OFFICIAL RECORDS BOOK 3625, PAGE 237)

BEGINNING AT A POINT 150 YARDS WEST OF THE NE CORNER OF NE 1/4 OF NW 1/4, RUN THENCE SOUTH 140 YARDS, THENCE WEST 70 YARDS, THENCE NORTH 140 YARDS, THENCE EAST 70 YARDS TO THE POINT OF BEGINNING. LOCATED IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

BEGIN 210 FEET EAST OF NW CORNER OF NE 1/4 OF NE 1/4 OF NW 1/4, RUN EAST 120 FEET, SOUTH 320 FEET, WEST 120 FEET, NORTH 320 FEET TO THE POINT OF BEGINNING, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of SUMTER, State of Florida, and described as follows:

Parcel: 1

Lot 11, Block B, WILDWOOD RANCH, according to the plat recorded in Plat Book 3, Pages 29A and 29B, Public Records of Sumter County, Florida.

and

Parcel: 2

Lot 12, Block B, WILDWOOD RANCH, according to the plat thereof recorded in Plat Book 3, Pages 29A and 29B, Public Records of Sumter County, Florida.

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of SUMTER, State of Florida, and described as follows:

Lot 18, Block B, WILDWOOD RANCH, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 29A and 29B, Public Records of Sumter County, Florida.

COMPOSITE EXHIBIT B

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

EXHIBIT B

DEVELOPER UTILITY CONCURRENCY SYSTEM DEVELOPMENT CHARGES DUE

PROJECT NAME: Bethany Estates Medical Complex

1) WATER:

- a) One (1) water SDC due for every water connection ERU reserved
- b) Number of water ERU's reserved = 7.448
- c) Number of water SDC's due = 7.448
- d) Charge per water SDC for this project = \$ 1,888.00
- e) TOTAL water SDC charges due
 $\$1,888.00 \times \underline{7.448} =$ \$14,061.82

2) WASTEWATER:

- a) One (1) wastewater SDC due for every wastewater connection ERU reserved
- b) Number of water ERU's reserved = 7.448
- c) Number of water SDC's due = 7.448
- d) Charge per wastewater SDC for this project = \$ 3,298.00
- e) TOTAL water SDC charges due
 $\$ 3,298.00 \times \underline{7.448} =$ \$ 24,563.50

3) TOTAL SDC DUE (WATER AND WASTEWATER):

\$14,061.82 + \$ 24,563.50 = \$ 38,625.32

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Jason McHugh (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

EXHIBIT B

DEVELOPER UTILITY CONCURRENCY SYSTEM DEVELOPMENT CHARGES DUE

PROJECT NAME: Ocala Eye MOB and ASC

1) WATER:

- a) One (1) water SDC due for every water connection ERU reserved
- b) Number of water ERU's reserved = 7.476
- c) Number of water SDC's due = 7.476
- d) Charge per water SDC for this project = \$ 1,888.00
- e) TOTAL water SDC charges due
 $\$1,888.00 \times \underline{7.476} =$ \$14,114.69

2) WASTEWATER:

- a) One (1) wastewater SDC due for every wastewater connection ERU reserved
- b) Number of water ERU's reserved = 7.476
- c) Number of water SDC's due = 7.476
- d) Charge per wastewater SDC for this project = \$ 3,298.00
- e) TOTAL water SDC charges due
 $\$ 3,298.00 \times \underline{7.476} =$ \$ 24,655.85

3) TOTAL SDC DUE (WATER AND WASTEWATER):

\$14,114.69 + \$ 24,655.85 = \$ 38,770.54

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Jason McHugh (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

COMPOSITE EXHIBIT C

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

EXHIBIT C

DEVELOPER UTILITY CONCURRENCY SYSTEM DEVELOPMENT CHARGE FEES:

PROJECT NAME: Bethany Estates Medical Complex

WATER SDC FEE:

Check One

a) Inside City, or, Pre-Annexation \$ 1,888.00 ☐

or b) Outside City, NO Pre-Annexation ☐

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested = 7.448

TOTAL water SDC fee = \$1,888.00 x 7.448 = \$ 14,061.82

DUE SCHEDULE:

First 50% \$ 7,030.91

Second 50% \$ 7,030.91

TOTAL \$ 14,061.82

WASTEWATER SDC FEE:

Check One

a) Inside City, or, Pre-Annexation \$ 3,298.00 ☐

or b) Outside City, NO Pre-Annexation ☐

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested = 7.448

TOTAL wastewater SDC fee = \$ 3,298.00 x 7.448 = \$ 24,563.50

DUE SCHEDULE:

First 50% \$ 12,281.75

Second 50% \$ 12,281.75

TOTAL \$ 24,563.50

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Jason McHugh (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

EXHIBIT C

DEVELOPER UTILITY CONCURRENCY SYSTEM DEVELOPMENT CHARGE FEES:

PROJECT NAME: Ocala Eye MOB and ASC

WATER SDC FEE:

Check One

a) Inside City, or, Pre-Annexation \$ 1,888.00 ☒

or b) Outside City, NO Pre-Annexation ☐

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested = 7.476

TOTAL water SDC fee = \$1,888.00 x 7.476 = \$ 14,114.69

DUE SCHEDULE:

First 50% \$ 7,057.35

Second 50% \$ 7,057.34

TOTAL \$ 14,114.69

WASTEWATER SDC FEE:

Check One

a) Inside City, or, Pre-Annexation \$ 3,298.00 ☒

or b) Outside City, NO Pre-Annexation ☐

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested = 7.476

TOTAL wastewater SDC fee = \$ 3,298.00 x 7.476 = \$ 24,655.85

DUE SCHEDULE:

First 50% \$ 12,327.93

Second 50% \$ 12,327.92

TOTAL \$ 24,655.85

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Jason McHugh (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Broken Oak Drive Improvements Project Pay Application 3 in the Amount of \$23,446.25

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT: Funding for the project has been allocated in account 301-541-60-6312.

HISTORY/FACTS/ISSUES:

The Broken Oak Drive Improvements project was approved by the Commission and awarded to Southern Times Service, LLC on September 25, 2023. Southern Times Service, LLC is requesting Pay App 3 in the amount of \$23,446.25 for completed sitework, from December 1 through December 31, 2023. The project is 77% completed. The project's engineer of record, Kimley-Horn, reviewed Pay App 3 and recommends approval.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 of 2 PAGES

TO OWNER:

City of Wildwood
100 N Main Street
Wildwood, FL 34785

FROM CONTRACTOR:

Southern Times Service, LLC
10551 SE 106th Court
Bellevue, FL 34420

PROJECT:

Broken Oak Dr Improvements

ENGINEER: Mario Petrola

APPLICATION #3

PERIOD TO: 12/31/2023

PROJECT NOS:

PURCHASE ORDER NO.: 24-00037

CONTRACT DATE: 10/4/2023

Distribution to:

☐	Owner
☒	Construction Mgr
☐	Architect/Engineer
☐	Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 +/- 2)

4. TOTAL COMPLETED & STORED TO DATE

(Column G on Continuation Sheet)

5. RETAINAGE

a. 5% of Completed Work

b. 5% of Stored Material

Total Retainage Line (5a + 5b)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 397,930.10
\$ 11,812.76
\$ 409,742.86
\$ 313,975.50

\$ 15,698.78

\$ -

\$ 15,698.78
\$ 298,276.73

\$ 274,830.48
\$ 23,446.25

\$ 111,466.13

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:

Jerry Boutwell
Managing Member

Date: 1/2/2024

State of:

Florida

County of:

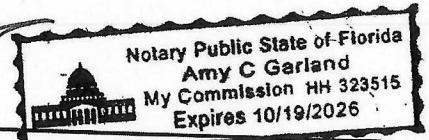
Marion

Subscribed and sworn to before

me this 2nd day of January, 2024

Notary Public:

My Commission expires: 10/19/2026



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

Mario Petrola, P.E.

Digitally signed by Mario Petrola, P.E.
DN: C=US,
E=mario.petrola@kimley-horn.com,
O="Kimley-Horn & Associates, Inc.",
OU="Kimley-Horn & Associates, Inc.",
CN="Mario Petrola, P.E."
Reason: I have reviewed this document
Date: 2024.01.08 15:23:26-05'00'

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
	\$ -	\$ -
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

Kimley Horn

- ☒ NO EXCEPTIONS TAKEN
- ☐ CORRECTIONS NOTED
- ☐ REJECTED
- ☐ VERIFY & MAKE CORRECTIONS
- ☐ RESUBMIT
- ☐ FOR INFORMATION ONLY

Our limited review is only for conformance with the design concept of the project and general compliance with the information given in our Plans and Specifications. Contractor is responsible for: dimensions to be confirmed and correlated at the job site, information that pertains to the fabrication processes or to techniques of construction, quantities, safety, coordination with other work, and for conformance to the requirements of the plans and specifications. Review does not authorize changes to contract unless stated specifically in separate letter or change order.

Reviewed By: MARIO PETROLA, P.E. Date: 1/8/24

PROJECT NO.:																									
APPLICATION DATE: 12/31/23																									
PERIOD ENDING: 12/31/23																									
ITEM NO.	DESCRIPTION OF ITEM	UNIT	SCHEDULED VALUE	CONTRACT QUANTITY	UNIT COST	D		E		F		G		H		I		J		K		L		M	
						PREVIOUS APPLICATIONS		THIS APPLICATION				TOTAL COMPLETED AND STORED TO DATE	QUANTITY COMPLETE TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	TOTAL RETAINAGE 5%	CURRENT AMOUNT DUE THIS APPLICATION	BALANCE TO FINISH PLUS RETAINAGE							
						PREVIOUS PAID	PREVIOUS QUANTITY	THIS PERIOD	QUANTITY	RETAINAGE THIS PERIOD 5%	STORED MATERIALS														
1.01	MOBILIZATION	LS	\$ 39,200.00	1	\$	\$ 29,400.00	0.75	\$	\$			(D+E+F)	(D+E)	(G/C)		(I+J)		(K+E)		(L+M)					
1.02	MOT	LS	\$ 22,400.00	1	\$	\$ 22,400.00	0.5	\$	\$			\$ 29,400.00	0.75	75%	\$ 9,800.00	\$ 1,470.00	\$	\$	\$ 11,270.00						
1.03	AS-BUILT PLANS & CONSTRUCTION LAYOUT SURVEY	LS	\$ 6,865.60	1	\$	\$ 6,865.60	0.65	\$	\$			\$ 11,200.00	0.5	50%	\$ 11,200.00	\$ 560.00	\$	\$	\$ 11,760.00						
1.04	POLLUTION PREVENTION & CONTROL	LS	\$ 8,400.00	1	\$	\$ 8,400.00	0.5	\$	\$			\$ 4,462.64	0.65	65%	\$ 2,402.96	\$ 223.13	\$	\$	\$ 2,626.09						
1.05	UNSUITABLE MATERIAL REMOVAL	CY	\$ 3,360.00	100	\$	\$ 33.60	1,209.60	36	\$	\$		\$ 4,200.00	0.5	50%	\$ 4,200.00	\$ 210.00	\$	\$	\$ 4,410.00						
1.06	CLEARING & GRUBBING	AC	\$ 10,080.00	0.3	\$	\$ 33,600.00	6,720.00	0.2	\$	\$		\$ 1,209.60	36	36%	\$ 2,150.40	\$ 60.48	\$	\$	\$ 2,210.88						
1.07	OPTIONAL BASE, BASE GROUP 06	SY	\$ 45,116.40	1,310	\$	\$ 34.44	\$ 24,417.96	709	\$	\$		\$ 6,720.00	0.2	67%	\$ 3,360.00	\$ 336.00	\$	\$	\$ 3,696.00						
1.08	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C (2.0")	TN	\$ 35,280.00	140	\$	\$ 252.00	\$	\$	\$	\$		\$ 24,417.96	709	54%	\$ 20,698.44	\$ 1,220.90	\$	\$	\$ 21,919.34						
1.09	TREE REMOVAL & PAVEMENT RESTORATION	EA	\$ 29,086.40	2	\$	\$ 14,543.20	\$ 18,179.00	1.25	\$ 10,907.40	0.75	\$ 545.37	\$	0	0%	\$ 35,280.00	\$	\$	\$ 35,280.00							
1.1	6" FUSIBLE C-900 DR-18 REUSE FORCE MAIN BY HDD (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	LF	\$ 41,558.70	570	\$	\$ 72.91	\$ 41,558.70	570	\$	\$		\$ 29,086.40	2	100%	\$	\$ 1,454.32	\$ 10,362.03	\$	\$ 1,454.32						
1.11	6" FUSIBLE C-900 DR-18 REUSE FORCE MAIN BY HDD (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC) STORED PRODUCT	LF	\$ 14,152.78	570	\$	\$ 24.83	\$	0	\$	\$		\$ 41,558.70	570	100%	\$	\$ 2,077.94	\$	\$	\$ 2,077.94						
1.12	12" PVC C-900 DR-18 REUSE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	LF	\$ 62,472.90	710	\$	\$ 87.99	\$ 59,833.20	680	\$ 2,639.70	30	\$ 131.99	\$	0	0%	\$ 14,152.78	\$	\$	\$ 14,152.78							
1.13	12" PVC C-900 DR-18 REUSE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC) STORED PRODUCT	LF	\$ 46,913.92	710	\$	\$ 66.08	\$ 1,982.28	30	\$ (1,982.28)	-30	\$ (99.11)	\$	0	0%	\$ 46,913.92	\$	\$	\$ (1,883.16)	\$ 46,913.92						
1.14	6" PVC C-900 DR-18 FORCE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	LF	\$ 52,954.60	1,490	\$	\$ 35.54	\$ 51,888.40	1460	\$ 1,066.20	30	\$ 53.31	\$	1490	100%	\$	\$ 2,647.73	\$ 1,012.89	\$	\$ 2,647.73						
1.15	6" PVC C-900 DR-18 FORCE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC) STORED PRODUCT	LF	\$ 28,311.63	1,490	\$	\$ 19.00	\$ 570.03	30	\$ (570.03)	-30	\$ (28.50)	\$	0	0%	\$ 28,311.63	\$	\$	\$ (541.53)	\$ 28,311.63						
1.16	6" CAP	EA	\$ 671.54	1	\$	\$ 671.54	\$	0	\$ 671.54	1	\$ 33.58	\$	1	100%	\$	\$ 33.58	\$	\$	\$ 33.58						
1.17	12" CAP	EA	\$ 427.77	1	\$	\$ 427.77	\$	0	\$ (427.77)	-1	\$ (21.39)	\$	0	0%	\$ 427.77	\$	\$	\$ (406.38)	\$ 427.77						
1.18	12" CAP STORED PRODUCT	EA	\$ 921.18	1	\$	\$ 921.18	\$	0	\$ 921.18	1	\$ 46.06	\$	1	100%	\$	\$ 46.06	\$	\$	\$ 46.06						
1.19	6" GATE VALVE	EA	\$ 358.44	1	\$	\$ 358.44	\$ 358.44	1	\$ (358.44)	-1	\$ (17.92)	\$	0	0%	\$ 358.44	\$	\$	\$ (340.52)	\$ 358.44						
1.20	6" GATE VALVE STORED PRODUCT	EA	\$ 3,030.76	2	\$	\$ 1,515.38	\$ 3,030.76	2	\$	\$		\$ 3,030.76	2	100%	\$	\$ 151.54	\$	\$	\$ 151.54						
1.21	12" GATE VALVE	EA	\$ 2,315.51	2	\$	\$ 1,157.76	\$	0	\$	\$		\$	0	0%	\$ 2,315.51	\$	\$	\$	\$ 2,315.51						
1.22	AIR RELEASE VALVE	EA	\$ 1,142.40	2	\$	\$ 571.20	\$ 571.20	1	\$	\$		\$	2	50%	\$ 571.20	\$ 28.56	\$	\$	\$ 599.76						
1.23	AIR RELEASE VALVE STORED PRODUCT	EA	\$ 10,336.42	2	\$	\$ 5,168.21	\$ 10,336.42	2	\$	\$		\$ 10,336.42	2	100%	\$	\$ 516.82	\$	\$	\$ 516.82						
1.24	POTABLE PRESSURE TESTING	LS	\$ 6,104.36	1	\$	\$ 6,104.36	\$	0	\$	\$		\$	0	0%	\$ 6,158.58	\$	\$	\$	\$ 6,158.58						
1.25	PAYMENT & PERFORMANCE BOND	LS	\$ 18,948.84	1	\$	\$ 18,948.84	\$ 18,948.84	1	\$	\$		\$	0	0%	\$ 6,104.36	\$	\$	\$	\$ 6,104.36						
1.26	STORED PRODUCT	LS	\$ (98,638.63)	-1	\$	\$ 98,638.63	\$	0	\$	\$		\$ 18,948.84	1	100%	\$	\$ 947.44	\$	\$	\$ 947.44						
SUBTOTAL - BASE BID						\$ 357,930.10	\$	\$ 289,295.24	\$ 12,867.50	\$ 643.37	\$	\$ 302,162.74	0	0%	\$ (98,638.63)	\$	\$	\$ (98,638.63)	\$ 110,875.50						
CHANGE ORDER						\$	\$	\$	\$	\$	\$	\$	0	0%	\$ (98,638.63)	\$	\$	\$	\$						
CO1	Add'l Bends, figs and labor to relocate proposed reclaim main and force main to avoid conflict with existing water main at intersection of Broken Oak Dr & St Clair St	LS	\$ 11,812.76	1	\$	\$ 11,812.76	\$	\$	\$	\$	\$	\$	0	0%	\$ 11,812.76	\$	\$	\$	\$						
			\$		\$	\$	\$	\$	\$	\$	\$	\$	1	100%	\$	\$	\$	\$	\$						
			\$		\$	\$	\$	\$	\$	\$	\$	\$	0	0%	\$ 590.64	\$ 11,222.12	\$	\$	\$ 590.64						
			\$		\$	\$	\$	\$	\$	\$	\$	\$	0	0%	\$	\$	\$	\$	\$						
			\$		\$	\$	\$	\$	\$	\$	\$	\$	0	0%	\$	\$	\$	\$	\$						
			\$		\$	\$	\$	\$	\$	\$	\$	\$	0	0%	\$	\$	\$	\$	\$						
SUBTOTAL - CONTINGENCY / CHANGE ORDERS						\$ 11,812.76	\$	\$ 11,812.76	\$ 590.64	\$	\$	\$	0	0%	\$	\$	\$	\$	\$						
TOTAL						\$ 409,742.86	\$	\$ 289,295.24	\$ 24,680.26	\$ 1,234.01	\$	\$ 313,975.50	100%	77%	\$ 95,767.36	\$ 15,698.78	\$ 23,446.25	\$	\$ 111,466.13						

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Huey Street Parking and Pond Project Pay Application 3 in the Amount of \$48,527.94

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT: Funding for the project will be reimbursed by the Sumter County School Board.

HISTORY/FACTS/ISSUES:

The Huey Street Parking and Pond project was approved by the Commission and awarded to Bulldog Sitework LLC on July 31, 2023. Bulldog Sitework is requesting Pay Application 3 in the amount of \$48,527.94 for sitework completed from December 5 through December 31, 2023. The project is approximately 98% complete. The project's engineer of record, Kimley-Horn, has reviewed Pay Application 3 and recommends approval.

APPLICATION FOR PAYMENT

PAGE ONE OF THREE PAGES

"EXHIBIT D"

TO OWNER:
Sumter County School Board
1071 Canal Street
Bushnell, FL 33513
FROM CONTRACTOR:
BULLDOG SITEWORK LLC.
609 HWY 466
LADY LAKE, FL 32159
CONTRACT FOR: Huey Street Parking and Pond

APPLICATION NO: 3
PERIOD TO: 12/31/2023
PROJECT #: 142173476
PO #: 24-00018
CONTRACT DATE: 8/2/2023

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ GENERAL CONTRACTOR
☐ SUBCONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	\$319,084.96
2. Net change by Change Orders	\$	17,850.54
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	336,935.50
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	331,339.25
5. RETAINAGE:		
a. 5.00% of Completed Work (Column D + E)	\$	16,566.96
b. 5.00% % of Stored Material (Column F)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I)	\$	16,566.96
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	314,772.29
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	266,244.35
8. CURRENT PAYMENT DUE	\$	48,527.94
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)	\$	22,163.21

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor	\$17,850.54	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$17,850.54	\$0.00
NET CHANGES by Change Order	\$17,850.54	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from City of Wildwood., and that current payment shown herein is now due.

Shane Sizemore

Signature

1/4/2024
Date

"FOR BULLDOG SITEWORK LLC USE ONLY"		
PM	SUPT _____	PREP: _____
VENDOR#	_____	CAT. _____
INVOICE #	_____	_____
INVOICE DATE:	_____	_____
CHECK AMOUNT =	_____	PAY DATE: _____

☒ No Exceptions Taken	☐ Revise and Resubmit
☐ Exceptions Noted	☐ Rejected
☐ For Information Only	
Our limited review is only for conformance with the design concept of the project and general compliance with the information given in our Plans and Specifications. Contractor is responsible for dimensions to be confirmed and correlated at the job site, information that pertains to the fabrication processes or to techniques of construction, quantities, safety, coordination with other work, and for conformance to the requirements of the plans and specifications. Review does not authorize changes to contract unless stated specifically in separate letter or change order.	
KIMLEY-HORN AND ASSOCIATES, INC.	
Date 01/08/2024 By Mohammed Murad	

CONTINUATION SHEET

PAGE 2 OF 3 PAGES

"EXHIBIT D"

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 1/5/2024
PERIOD TO: 12/31/2023
CONTRACTOR'S PROJECT NO: 23 - 133

A ITEM NO:	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	MOBILIZATION	\$21,707.40	\$21,707.40	\$0.00	N/A	\$21,707.40	100.00%	0	\$1,085.37
2	MAINTENANCE OF TRAFFIC	\$1,116.65	\$893.32	\$223.33	N/A	\$1,116.65	100.00%	\$0.00	\$55.83
3	AS BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	\$3,473.00	\$868.25	\$1,736.50	N/A	\$2,604.75	75.00%	\$868.25	\$130.24
4	EROSION CONTROL	\$5,874.38	\$4,699.51	\$1,174.87	N/A	\$5,874.38	100.00%	\$0.00	\$293.72
5	STORMWATER POLLUTION PREVENTION AND CONTROL	\$2,208.00	\$2,208.00	\$0.00	N/A	\$2,208.00	100.00%	\$0.00	\$110.40
6	TREE PROTECTION	\$5,252.91	\$5,252.91	\$0.00	N/A	\$5,252.91	100.00%	\$0.00	\$262.65
7	CLEARING & GRUBBING	\$4,834.60	\$4,834.60	\$0.00	N/A	\$4,834.60	100.00%	\$0.00	\$241.73
8	REMOVAL OF EXISTING CONCRETE (SIDEWALK)	\$2,728.50	\$2,728.50	\$0.00	N/A	\$2,728.50	100.00%	\$0.00	\$136.43
9	EXCAVATION, REGULAR	\$19,614.00	\$19,614.00	\$0.00	N/A	\$19,614.00	100.00%	\$0.00	\$980.70
10	EMBANKMENT, REGULAR	\$771.95	\$771.95	\$0.00	N/A	\$771.95	100.00%	\$0.00	\$38.60
11	TYPE B STABILIZATION (12")	\$32,300.00	\$32,300.00	\$0.00	N/A	\$32,300.00	100.00%	\$0.00	\$1,615.00
12	LIMEROCK BASE (BASE GROUP 04)	\$28,325.00	\$28,325.00	\$0.00	N/A	\$28,325.00	100.00%	\$0.00	\$1,416.25
13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C (1.5")	\$34,694.00	\$34,694.00	\$0.00	N/A	\$34,694.00	100.00%	\$0.00	\$1,734.70
14	INLET (TYPE C) (DITCH BOTTOM) (10' DEPTH)	\$3,228.64	\$3,228.64	\$0.00	\$0.00	\$3,228.64	100.00%	(\$0.00)	\$161.43
15	MANHOLES, P8 (10')	\$8,773.08	\$8,773.08	\$0.00	\$0.00	\$8,773.08	100.00%	\$0.00	\$438.65
16	PIPE CULVERT, RCP (ROUND) 24"	\$40,244.10	\$40,244.10	\$0.00	\$0.00	\$40,244.10	100.00%	\$0.00	\$2,012.21
17	PIPE CULVERT, RCP (ROUND) 15"	\$7,358.40	\$7,358.40	\$0.00	\$0.00	\$7,358.40	100.00%	\$0.00	\$367.92
18	CONCRETE SIDEWALK & DRIVEWAYS (4" THICK)	\$8,832.00	\$0.00	\$8,832.00	N/A	\$8,832.00	100.00%	\$0.00	\$441.60
19	DETECTABLE WARNING MAT	\$2,070.00	\$0.00	\$2,070.00	N/A	\$2,070.00	100.00%	\$0.00	\$103.50
20	CONCRETE BUMPER GUARD	\$3,461.50	\$0.00	\$3,461.50	N/A	\$3,461.50	100.00%	\$0.00	\$173.08
21	FENCING (TYPE B/CHAIN LINK) (STANDARD)	\$5,717.80	\$5,717.80	\$0.00	\$0.00	\$5,717.80	100.00%	\$0.00	\$285.89
22	FENCING (VINYL) (6') (STANDARD)	\$14,087.50	\$14,087.50	\$0.00	\$0.00	\$14,087.50	100.00%	\$0.00	\$704.38
23	FENCE GATE (TYPE B) (SINGLE) (6')	\$862.50	\$862.50	\$0.00	\$0.00	\$862.50	100.00%	\$0.00	\$43.13
24	PERFORMANCE TURF (SOD)	\$7,880.00	\$3,152.00	\$0.00	N/A	\$3,152.00	40.00%	\$4,728.00	\$157.60

25	RELOCATE TREES & PALMS (DBH>5") (REMOVAL)	\$15,059.25	\$15,059.25	\$0.00	N/A	\$15,059.25	100.00%	\$0.00	\$752.96
26	SINGLE COLUMN POST (SIGN)	\$1,978.00	\$0.00	\$1,978.00	N/A	\$1,978.00	100.00%	\$0.00	\$98.90
27	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD)(WHITE)(SOLD)(12")	\$276.00	\$0.00	\$276.00	N/A	\$276.00	100.00%	\$0.00	\$13.80
28	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD)(WHITE)(SOLD)(6")	\$1,152.00	\$0.00	\$1,152.00	N/A	\$1,152.00	100.00%	\$0.00	\$57.60
29	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD)(WHITE)(SOLD)(24")	\$184.00	\$0.00	\$184.00	N/A	\$184.00	100.00%	\$0.00	\$9.20
30	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD)(WHITE)(SOLD)(HANDICAP SYMBOL)	\$690.00	\$0.00	\$690.00	N/A	\$690.00	100.00%	\$0.00	\$34.50
31	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD)(WHITE)(SOLD)(ARROWS)	\$655.50	\$0.00	\$655.50	N/A	\$655.50	100.00%	\$0.00	\$32.78
32	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD)(WHITE)(SOLD)(CHEVRONS)	\$287.50	\$0.00	\$287.50	N/A	\$287.50	100.00%	\$0.00	\$14.38
33	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD)(BLUE)(SOLID)(6")	\$276.00	\$0.00	\$276.00	N/A	\$276.00	100.00%	\$0.00	\$13.80
34	LANDSCAPING (INCLUDES NEW TREES AND SHRUBS)	\$11,161.90	\$0.00	\$11,161.90	N/A	\$11,161.90	100.00%	\$0.00	\$558.10
35	WATERMAIN CONNECTION	\$603.75	\$483.00	\$120.75	N/A	\$603.75	100.00%	\$0.00	\$30.19
36	IRRIGATION SYSTEM (INCLUDES ALL COMPONENTS)	\$13,718.35	\$0.00	\$13,718.35	N/A	\$13,718.35	100.00%	\$0.00	\$685.92
37	MATERIAL TESTING	\$460.00	\$460.00	\$0.00	N/A	\$460.00	100.00%	\$0.00	\$23.00
38	PERFORMANCE BOND	\$7,166.80	\$7,166.80	\$0.00	N/A	\$7,166.80	100.00%	\$0.00	\$358.34
37	CHANGE ORDER 001	\$17,850.54	\$14,766.70	\$3,083.84	N/A	\$17,850.54	100.00%	\$0.00	\$892.53
	GRAND TOTALS	\$336,935.50	\$280,257.21	\$51,082.04	\$0.00	\$331,339.25	98.34%	\$5,596.25	\$16,566.96

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Continental Wastewater Treatment Plant Decommissioning and SR 44 Force Main Pay App No. 3 in the Amount of \$740,408.36

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: DB Civil Construction LLC
Effective Date: 1/10/2024 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: This is a budgeted project in the 23/24 fiscal year budget. Funds are available in account 401-535-60-6770 (SR 44 FM / CCC Decommissioning).

HISTORY/FACTS/ISSUES:

On June 26, 2023, the City awarded the Continental WWTF Decommissioning and SR 44 Force Main project to DB Civil Construction LLC. Attached is Pay Application No. 3 for this project in the amount of \$740,408.36. The project engineer, Kimley-Horn, and City staff have reviewed the pay application and confirmed its accuracy, and recommend approval to pay DB Civil Construction LLC the amount of \$740,408.36.

CONTRACTOR APPLICATION FOR PAYMENT

CONTRACTOR:
DB Civil Construction LLC
4475 US 1 South, Suite 502
St. Augustine, FL 32086
(386) 256-7460

PROJECT:
Continental Country Club WWTF

APPLICATION NO: 3
DBCC PROJECT NO: 2309
APPLICATION DATE: 01/03/24
PERIOD FROM: 11/25/23
PERIOD TO: 12/31/23

Distribution to:
☒ OWNER
☐ CONTRACTOR
☒ ENGINEER
☐ OTHER

ENGINEER:
Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, Florida 34471

OWNER:
City of Wildwood, Florida
100 N. Main Street
Wildwood, FL 34785

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation and Stored Materials Sheets which are attached.

1. ORIGINAL CONTRACT SUM	\$ 3,434,899.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 3,434,899.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 1,234,861.45
5. RETAINAGE:	
5 % of Completed Work & Stored Material	\$ 61,743.07
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,173,118.38
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 432,710.02
8. CURRENT PAYMENT DUE	\$ 740,408.36
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 2,261,780.62

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER an account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Contractor Affidavit - all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

CONTRACTOR: DB CIVIL CONSTRUCTION LLC

By: Reid Date: 12/3/2023

ENGINEER'S APPROVAL FOR PAYMENT

By: _____ Date: _____

Kimley»Horn

☒ NO EXCEPTIONS TAKEN

☐ CORRECTIONS NOTED

☐ REJECTED

☐ VERIFY & MAKE CORRECTIONS

☐ RESUBMIT

☐ FOR INFORMATION ONLY

Our limited review is only for conformance with the design concept of the project and general compliance with the information given in our Plans and Specifications. Contractor is responsible for dimensions to be confirmed and correlated at the job site, information that pertains to the fabrication processes or to techniques of construction, quantities, safety, coordination with other work, and for conformance to the requirements of the plans and specifications. Review does not authorize changes to contract unless stated specifically in separate letter or change order.

Reviewed By: HEATH SMITH Date: 1/3/24

Pay Application #		03		Project Name: Continental Country Club WWTF		PERIOD ENDING		12/31/2023				
No.	PAY ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS APPLICATION		THIS APPLICATION		TOTAL TO DATE		% COMP
						QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	
	GENERAL											
1	MOBILIZATION	1	LS	\$ 233,000.00	\$ 233,000.00	0.30	\$ 69,900.00	0.70	\$ 163,100.00	1.00	\$ 233,000.00	100.0%
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 20,000.00	\$ 20,000.00	-	\$ -		\$ -	-	\$ -	0.0%
3	ENVIRONMENTAL PROTECTION	1	LS	\$ 25,000.00	\$ 25,000.00	0.25	\$ 6,250.00	0.25	\$ 6,250.00	0.50	\$ 12,500.00	50.0%
4	SURVEY LAYOUT AND RECORD DRAWINGS	1	LS	\$ 45,000.00	\$ 45,000.00	0.25	\$ 11,250.00	0.25	\$ 11,250.00	0.50	\$ 22,500.00	50.0%
5	PROFESSIONAL SITE VIDEO	1	LS	\$ 1,939.00	\$ 1,939.00	1.00	\$ 1,939.00		\$ -	1.00	\$ 1,939.00	100.0%
6	RESTORATION, COMPLETE	1	LS	\$ 80,000.00	\$ 80,000.00	-	\$ -	0.50	\$ 40,000.00	0.50	\$ 40,000.00	50.0%
7	DEWATERING	1	LS	\$ 40,000.00	\$ 40,000.00	0.25	\$ 10,000.00	0.50	\$ 20,000.00	0.75	\$ 30,000.00	75.0%
	CCC LIFT STATION											
8	LIFT STATION SITE WORK	1	LS	\$ 100,000.00	\$ 100,000.00	0.13	\$ 13,000.00	0.50	\$ 50,000.00	0.63	\$ 63,000.00	63.0%
9	CCC LIFT STATION	1	LS	\$ 540,000.00	\$ 540,000.00	0.10	\$ 54,000.00	0.10	\$ 54,000.00	0.20	\$ 108,000.00	20.0%
10	CAST IN PLACE SCREENING STRUCT	1	LS	\$ 65,000.00	\$ 65,000.00	-	\$ -		\$ -	-	\$ -	0.0%
11	CCC PARKSON FLOW THROUGH SCREEN	1	EA	\$ 330,000.00	\$ 330,000.00	-	\$ -		\$ -	-	\$ -	0.0%
12	LIFT STATION ELECT/ INSTRUMENTATION	1	LS	\$ 260,000.00	\$ 260,000.00	-	\$ -		\$ -	-	\$ -	0.0%
13	8" SDR-26 PVC GRAVITY MAIN	74	LF	\$ 240.00	\$ 17,760.00	-	\$ -		\$ -	-	\$ -	0.0%
14	ELECTRICAL SERVICE ALLOWANCE	1	AL	\$ 10,000.00	\$ 10,000.00	-	\$ -		\$ -	-	\$ -	0.0%
	FORCE MAIN											
15	8" DR 18 C900 PVC FORCE MAIN (INCLUDING FITTINGS AND RESTRAINTS, COMPLETE)	12,350	LF	\$ 62.00	\$ 765,700.00	1,440.00	\$ 89,280.00	4,370.00	\$ 270,940.00	5,810	\$ 360,220.00	47.0%
16	8" GATE VALVE	23	EA	\$ 3,500.00	\$ 80,500.00	2.00	\$ 7,000.00	1.00	\$ 3,500.00	3.00	\$ 10,500.00	13.0%
17	ABOVE GROUND AIR RELEASE VALVE	18	EA	\$ 6,000.00	\$ 108,000.00	2.00	\$ 12,000.00	5.00	\$ 30,000.00	7.00	\$ 42,000.00	38.9%
18	8" RESTRAINED PLUG	1	EA	\$ 800.00	\$ 800.00	-	\$ -		\$ -	-	\$ -	0.0%
19	8" DR 18 C900 FUSIBLE PVC DIRECTIONAL DRILL (INCLUDING FITTINGS AND RESTRAINTS, COMPLETE)	6,400	LF	\$ 98.00	\$ 627,200.00	-	\$ -	1,366.00	\$ 133,868.00	1,366.00	\$ 133,868.00	21.3%
20	REMOVE TIE IN TO EXISTING 8" FM	1	EA	\$ 4,400.00	\$ 4,400.00	-	\$ -		\$ -	-	\$ -	0.0%
21	OPEN CUT ROADWAY RESTORATION ASPH PAVT. 2"	57	SY	\$ 160.00	\$ 9,120.00	-	\$ -		\$ -	-	\$ -	0.0%
22	OVERLAY ASPH CONC, 1" AVERAGE DEPTH, TRAFFIC C (MARKINGS PER PLANS AND SPECIFICATIONS, COMPLETE)	4	TON	\$ 1,200.00	\$ 4,800.00	-	\$ -		\$ -	-	\$ -	0.0%
23	TRANSITION TAPER	283	SY	\$ 50.00	\$ 14,150.00	-	\$ -		\$ -	-	\$ -	0.0%
24	DRIVEWAY RESTORATION (ASPHALT)	48	SY	\$ 110.00	\$ 5,280.00	-	\$ -		\$ -	-	\$ -	0.0%
25	DRIVEWAY RESTORATION (CONCRETE)	140	SY	\$ 90.00	\$ 12,600.00	-	\$ -		\$ -	-	\$ -	0.0%
26	DRIVEWAY RESTORATION (OTHER)	62	SY	\$ 40.00	\$ 2,480.00	-	\$ -		\$ -	-	\$ -	0.0%
27	SIDEWALK RESTORATION	38	SY	\$ 90.00	\$ 3,420.00	-	\$ -		\$ -	-	\$ -	0.0%
28	PAYMENT AND PERFORMANCE BONDE	1	LS	\$ 28,750.00	\$ 28,750.00	1	\$ 28,750.00		\$ -	1	\$ 28,750.00	100.0%
	SUMMARY OF CONTRACT ITEMS				\$ 3,434,899.00		\$ 303,369.00		\$ 782,908.00		\$ 1,086,277.00	31.6%
	CHANGE ORDER											
				\$ -	\$ -		\$ -		\$ -		\$ -	#DIV/0!
				\$ -	\$ -		\$ -		\$ -		\$ -	#DIV/0!
				\$ -	\$ -		\$ -		\$ -		\$ -	#DIV/0!
				\$ -	\$ -		\$ -		\$ -		\$ -	#DIV/0!
				\$ -	\$ -		\$ -		\$ -		\$ -	#DIV/0!
	SUMMARY OF CO				\$ -		\$ -		\$ -		\$ -	
	SUMMARY OF ALL CHANGE ORDERS				\$ -		\$ -		\$ -		\$ -	
	REVISED CONTRACT TOTAL				\$ 3,434,899.00		\$ 303,369.00		\$ 782,908.00		\$ 1,086,277.00	31.6%

Pay Application #	3
Project Name:	Continental Country Club WWTF
Period Ending:	12/31

STORED MATERIALS

DESCRIPTION	AMOUNTS				UNIT	UNIT PRICE	QUANTITIES			
	ON HAND LAST PERIOD	RECV'D THIS PERIOD	INSTALLED THIS PERIOD	BALANCE THIS PERIOD			ON HAND LAST PERIOD	RECV'D THIS PERIOD	INSTALLED THIS PERIOD	BALANCE THIS PERIOD
HAYES PIPE SUPPLY, INC.	\$ -	\$ -	\$ -	\$ -	EA					
INV# 1029100	\$ 55,859.29	\$ -	\$ (6,894.40)	\$ 48,964.89	EA					
	\$ -	\$ -	\$ -	\$ -	EA					
HAYES PIPE SUPPLY, INC.	\$ -	\$ -	\$ -	\$ -	EA					
INV# 1029889	\$ 17,016.40		\$ (17,016.40)	\$ -	EA					
	\$ -	\$ -	\$ -	\$ -	EA					
HAYES PIPE SUPPLY, INC.	\$ -	\$ -	\$ -	\$ -	EA					
INV# 1030356	\$ 44,388.00		\$ (44,388.00)	\$ -	EA	\$44,388.00				
	\$ -	\$ -	\$ -	\$ -						
RINKER MATERIALS	\$ -	\$ -	\$ -	\$ -						
INV# 28233493	\$ 33,135.65	\$ -	\$ (33,135.65)	\$ -	EA	\$33,135.65	1		1	
	\$ -	\$ -	\$ -	\$ -						
HAYES PIPE SUPPLY, INC.	\$ -	\$ 91,209.12	\$ -	\$ 91,209.12						
INV# 1030	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -						
	\$ -	\$ -	\$ -	\$ -		\$0.00	0	0		
SUBTOTAL	\$ 150,399.34	\$ 91,209.12	\$ (101,434.45)	\$ 140,174.01						
SALES TAX 6%	\$ 9,023.96	\$ 5,472.55	\$ (6,086.07)	\$ 8,410.44						
TOTAL	\$ 159,423.30	\$ 96,681.67	\$ (107,520.52)	\$ 148,584.45						
TOTAL FOR REIMBURSEMENT THIS PERIOD				\$ 148,584.45						



INVOICE

HAYES PIPE SUPPLY, INC.

Page: 1

Corporate: 950 Fiber Glass Rd. • P.O. Box 101550 • Nashville, TN 37224
(615) 255-4040 • (800) 342-1973 • Fax (615) 256-8836
www.hayespipe.com

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┐ Tampa, FL • (813) 241-4040
┐ Acworth, GA • (770) 529-8883
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Longview, TX • (903) 753-5533 ┐
Greer, SC • (864) 469-9796 ┐

Mains - Main Line Accessories - Service Materials - Casing Pipe

Bill To DB CIVIL CONSTRUCTION, LLC Ship To DB CIVIL CONSTRUCTION, LLC 1029100
4475 US HWY 1 SOUTH STE 707 CONTINENTAL COUNTRY CLUB SR44
ST. AUGUSTINE FL 32086 50 CONTINENTAL BLVD
H1005BT 10/17/2
WILDWOOD FL 34785 16:47:0

Order No 170000004059 AG8Y0700 2309-01 10 100 SHIP TUESDAY 10/17 AM 1ST

Ship Via OUR TRUCK 58
Pay Type Accounts Receivable

Terms Net 30 Days Ref #

Item Number / Description	U / M	Ordered	Shipped	Sell Price	Total
11 11" X 14FT HEAVY WALL DUE		98.000 B/O		15.13000 FT	
12 12" X 14FT HEAVY WALL DUE				3.74000 FT	
23 2IN MUELLER 1/2" GATE VALVE		23.000 B/O	4	1479.51000 EA - 2,959.02	5,918.04
24 2IN MUELLER 1/2" THRD GATE VALVE					
18 18" ARI D-100 1/2" NYLON TOWER		18.000 B/O	7	1303.01000 EA - 2,606.02	9,121.07
18 18" ENCLOSED PELOUSE A 1/2"		18.000 B/O		815.00000 EA	
1 1" ARI 1/2" GATE TO 4 1/2"		1.000 B/O		1495.00000 EA	
3507114		1.000		482.84000 EA	

REMIT TO: P.O. BOX 101550, NASHVILLE, TN 37224

ALL PRODUCTS ARE WARRANTED ONLY TO THE EXTENT OF THE WARRANTIES PROVIDED BY THE RESPECTIVE MANUFACTURERS OF THESE PRODUCTS, AND PRODUCTS ARE INTENDED FOR USAGE AND INSTALLATIONS AS STATED IN THE MANUFACTURERS WRITTEN RECOMMENDATIONS. ANY PRIOR WRITTEN OR IMPLIED WARRANTIES OR SERVICE INSTALLATION INSTRUCTIONS ARE SUPERSEDED BY THIS STATEMENT. THIS ENTIRE TRANSACTION IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE AS STATED ON THE REVERSE SIDE OF THIS PAGE. INTEREST AT THE MAXIMUM LEGAL RATE WILL BE CHARGED IN THE EVENT PAYMENT IS NOT MADE WITHIN THE TERMS OF THIS INVOICE.

* CONTINUED *

INVOICE

HAYES PIPE SUPPLY, INC.

Page: 2

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- Knoxville, TN • (865) 525-1717 ☐**
Louisville, KY • (502) 454-8500 ☐
Lake Helen, FL • (386) 228-9819 ☐
Longview, TX • (903) 753-5533 ☐
Greer, SC • (864) 469-9796 ☐

Mains - Main Line Accessories - Service Materials - Casing Pipe

DB CIVIL CONSTRUCTION, LLC
4475 US HWY 1 SOUTH STE 707
ST. AUGUSTINE FL 32086

DB CIVIL CONSTRUCTION, LLC
CONTINENTAL COUNTRY CLUB SR44
50 CONTINENTAL BLVD
HIGGSET
WILDWOOD FL 34785

Invoice
1023100

Date:
10/17/2
16:47:0

1/0000004059 AG8Y0/00 2309-01

10 100 SHIP TUESDAY 10/17 AM 1ST

OUR TRUCK 58

Terms Net 30 Days

$$Q_2^4 =$$
[illegible]

REMIT TO: P.O. BOX 101550, NASHVILLE, TN 37224

ALL PRODUCTS ARE WARRANTED ONLY TO THE EXTENT OF THE WARRANTIES PROVIDED BY THE RESPECTIVE MANUFACTURERS OF THESE PRODUCTS AND PRODUCTS ARE INTENDED FOR USAGE AND INSTALLATIONS AS STATED IN THE MANUFACTURERS' WRITTEN RECOMMENDATIONS. ANY PRIOR WRITTEN OR IMPLIED WARRANTIES OR SERVICE / INSTALLATION INSTRUCTIONS ARE SUPERSEDED BY THIS STATEMENT. THIS ENTIRE TRANSACTION IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE AS STATED ON THE REVERSE SIDE OF THIS PAGE. INTEREST AT THE MAXIMUM LEGAL RATE WILL BE CHARGED IN THE EVENT PAYMENT IS NOT MADE WITHIN THE TERMS OF THIS INVOICE.

* CONTINUED *



INVOICE

HAYES PIPE SUPPLY, INC.

Corporate: 950 Fiber Glass Rd. • P.O. Box 101550 • Nashville, TN 37224

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Longview, TX • (903) 753-5533 □

Greer, SC • (864) 469-9796 □

Mains - Main Line Accessories - Service Materials - Casing Pipe

DB CIVIL CONSTRUCTION, LLC
4475 US HWY 1 SOUTH STE 707
ST. AUGUSTINE FL 32086

Ship To

Invoice

1029100

Date _____

10/17/2

16:47:0

α/Cust No

Order No.

Customer P.O. #

Ter

50 片

1/00000004059 AG8Y0/00 2309-01

Ship Via

Terms

Ref #

Pay Type 3-1-1114 30-11-1010

Item Number / Description	U / M	Ordered	Shipped	Sell Price	Total
1701153 2x4IN STD GALV NIPPLE	EA	18.000	9.000	72.68000 EA	654.12
1701154 2x4IN STD GALV NIPPLE	EA	18.000	9.000	41.28000 EA	371.52
1701155 2x4IN STD GALV NIPPLE	EA	36.000	18.000	3.00000 EA	114.84
1701156 2IN STD GALV 90 DEG ELBOW	EA	36.000	18.000	14.10000 EA	253.80
1703027 1/2IN 3000PSI FERT FLOW CONT FORCE MAIN GREEN	EA	10.000	5.000	25.00000 EA	125.00
1704021 1/2IN 3000PSI FERT FLOW CONT DIRECTIONAL DRILL GREEN WIRE	EA	10.000	5.000	158.40000 EA	1,594.70
1704001 1/2IN 3000PSI FERT FLOW CONT COPPER PLAD 4 PEELAW JACKET	EA	10.000	5.000	740.80000 EA	1,960.00
15009999 BRASS TAG 8IN MJCIV 26TTC O/L POWER	EA	23.000	23.000	0.00000 EA	0.00
15009999 BRASS TAG 8IN MJCIV 26TTC O/L POWER	EA	1.000	1.000	0.00000 EA	0.00

REMIT TO: P.O. BOX 101550, NASHVILLE, TN 37224

1. PRODUCTS ARE WARRANTED ONLY TO THE EXTENT OF THE
ALPHABET PRESENTED BY THE OFFICIAL MANUFACTURERS OF THESE
PRODUCTS AND PRODUCTS ARE WARRANTEED FOR 1 YEAR AND
INSTALLATIONS AS STATED IN THE MANUFACTURER WRITTEN
RECOMMENDATIONS ONLY FOR WRITTEN OR SUPPLA WARRANTEES OR
SOME INSTALLATION INSTRUCTIONS ARE SUBMITTED FOR
TARRANTMENT OF THESE INSTALLATION EXPENSES LIMITED TO THE
ONE AND ONE HUNDRED DOLLARS AS STATED IN THE REVERSE SIDE OF
THE CONTRACT INTEREST AT THE MAXIMUM LEGAL RATE WILL BE CHARGED IN
THE EVENT PAYMENT IS NOT MADE WITHIN THE TERMS OF THIS INVOICE.

CONTINUED



INVOICE

HAYES PIPE SUPPLY, INC.

Page: 6

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- Lake Helen, FL • (386) 228-9819 ☐
- Longview, TX • (903) 753-5533 ☐
- Greer, SC • (864) 469-9796 ☐

Mains - Main Line Accessories - Service Materials - Casing Pipe

To: DB CIVIL CONSTRUCTION, LLC
4475 US HWY 1 SOUTH STE 707
ST. AUGUSTINE FL 32086

Ship To: DB CIVIL CONSTRUCTION, LLC
CONTINENTAL COUNTRY CLUB SR44
50 CONTINENTAL BLVD
H1005BT
WILDWOOD FL 34785

INVOICE
1029100
Date
10/17/2
16:47:0

Cust No. Order No. Customer PO #
170000004059 AG8Y0/00 2309-01

Ter Sls #
10 100 SHIP TUESDAY 10/17 AM 1ST

Ship Via
Pay Type

Terms Net 30 Days Rate

Item Number / Description	U / M	Ordered	Shipped	Sell Price	Total
---------------------------	-------	---------	---------	------------	-------

INVOICE DUE: 11/16/23

PAY APP #2 stored \$ 48,964.89

Date: 10/24/23
by: J. J. And
Order: 2309
10/24/23
J. J. And

REMIT TO: P.O. BOX 101550, NASHVILLE, TN 37224

1. PRODUCTS ARE WARRANTED ONLY TO THE EXTENT OF THE WARRANTIES PROVIDED BY THE RESPECTIVE MANUFACTURERS OF THESE PRODUCTS AND PRODUCTS ARE INTENDED FOR USAGE AND INSTALLATIONS AS STATED IN THE MANUFACTURERS WRITTEN RECOMMENDATIONS ANY PRIOR WRITTEN OR IMPLIED WARRANTIES OR SERVICE INSTALLATION INSTRUCTIONS ARE SUPERSEDED BY THIS AGREEMENT THIS ENTIRE TRANSACTION IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE AS STATED ON THE REVERSE SIDE OF THIS PAGE INTEREST AT THE MAXIMUM LEGAL RATE WILL BE CHARGED IN THE EVENT PAYMENT IS NOT MADE WITHIN THE TERMS OF THIS INVOICE.

55,859.29
3,351.56
59,210.85



INVOICE

Page: 1

HAYES PIPE SUPPLY, INC.

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- ☐ Tampa, FL • (813) 241-4040
- ☐ Acworth, GA • (770) 529-8883
- ☐ Columbia, SC • (803) 695-2424

- Knoxville, TN • (865) 525-1717 ☐
- Louisville, KY • (502) 454-8500 ☐
- Lake Helen, FL • (386) 228-9819 ☐
- Longview, TX • (903) 753-5533 ☐
- Greer, SC • (864) 469-9796 ☐

Mains - Main Line Accessories - Service Materials - Casing Pipe

DB CIVIL CONSTRUCTION, LLC
4475 US HWY 1 SOUTH STE 707
ST. AUGUSTINE FL 32086

DB CIVIL CONSTRUCTION, LLC
CONTINENTAL COUNTRY CLUB SR44
50 CONTINENTAL BLVD
H1005BT
WILDWOOD FL 34785

Invoice
1029889

Date
10/23/2
15:43:5

Cust No. Order No. Customer P.O. #
1/0000004059 AG8Y3/00 2309-01

Ter Sls #
10 100 2309-01

Ship Via DIRECT
Pay Type Accounts Receivable

Terms Net 30 Days

Item Number	Description	U / M	Ordered	Shipped	Sell Price	Total
			10500.000 B/O	760.00	22.39000 FT - 32,241.60	17016.40

PAY APP # 2 Stored \$ 17,016.00
PAY APP # 3 - 17,016.00

10/31/23
JFK
2507

REMIT TO P.O. BOX 101550 NASHVILLE, TN 37224

49,258.00
2,955.48
52,213.48

INTEREST AT THE MAXIMUM LEGAL RATE WILL BE CHARGED ON
UNPAID BALANCE AFTER 30 DAYS FROM THE DATE OF THIS INVOICE



INVOICE

Page: 1

HAYES PIPE SUPPLY, INC.

Corporate: 950 Fiber Glass Rd. • P.O. Box 101550 • Nashville, TN 37224
(615) 255-4040 • (800) 342-1973 • Fax (615) 256-8836
www.hayespipe.com

- ☐ Murfreesboro, TN • (615) 217-3040
- ☐ Lexington, KY • (859) 231-8323
- ☐ Tampa, FL • (813) 241-4040
- ☐ Acworth, GA • (770) 529-8883
- ☐ Columbia, SC • (803) 695-2424

- ☐ Knoxville, TN • (865) 525-1717
- ☐ Louisville, KY • (502) 454-8500
- ☐ Lake Helen, FL • (386) 228-9819
- ☐ Longview, TX • (903) 753-5533
- ☐ Greer, SC • (864) 469-9796

Mains - Main Line Accessories - Service Materials - Casing Pipe

Bill To: DB CIVIL CONSTRUCTION, LLC
4475 US HWY 1 SOUTH STE 707
ST. AUGUSTINE FL 32086

Ship To: DB CIVIL CONSTRUCTION, LLC
CONTINENTAL COUNTRY CLUB SR44
30 CONTINENTAL BLVD
WILDWOOD FL 34785

Invoice # 1011256

Date 10/25/2
14:05:3

o/Cust No 1/0000004059 Order No AGEY4/00 Customer P.O. # 2309-01

Ter 10 Sls.# 100 2309-01

Ship Via DIRECT
Pay Type Accounts Receivable

Terms Net 30 Days

Ref #

Item Number / Description	U / M	Ordered	Shipped	Sell Price	Total
---------------------------	-------	---------	---------	------------	-------

PAY APP #2 Stored \$ 44,388.00
PAY APP #3 - 44,388.00

10131123
Job: JPEL
Order: 2309

10/25/2014

REMIT TO: P.O. BOX 101550, NASHVILLE, TN 37224

ALL PRODUCTS ARE WARRANTED ONLY TO THE EXTENT OF THE WARRANTIES PROVIDED BY THE RESPECTIVE MANUFACTURERS OF THESE PRODUCTS AND PRODUCTS ARE INTENDED FOR USAGE AND INSTALLATIONS AS STATED IN THE MANUFACTURERS WRITTEN DOCUMENTATION. ANY OTHER WRITTEN OR IMPLIED WARRANTY ON PRICE, INSTALLATION, INSTRUCTIONS ARE SUPERSEDED BY THIS STATEMENT. THIS ENTIRE TRANSACTION IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE AS STATED ON THE REVERSE SIDE OF THIS PAGE. INTEREST AT THE MAXIMUM LEGAL RATE WILL BE CHARGED IN THE EVENT PAYMENT IS NOT MADE WITHIN THE TERMS OF THIS INVOICE.



INVOICE
HAYES PIPE SUPPLY, INC.

Page:

□ Corporate: 950 Fiber Glass Rd. • P.O. Box 101550 • Nashville, TN 37224
(615) 255-4040 • (800) 342-1973 • Fax (615) 256-8836
www.hayespipe.com

- Murfreesboro, TN • (615) 217-3040
- Lexington, KY • (859) 231-8323
- Tampa, FL • (813) 241-4040
- Acworth, GA • (770) 529-8883
- Columbia, SC • (803) 695-2424

- Knoxville, TN • (865) 525-1717 □
- Louisville, KY • (502) 454-8500 □
- Lake Helen, FL • (386) 228-9819 □
- Longview, TX • (903) 753-5533 □
- Greer, SC • (864) 469-9796 □

Mains - Main Line Accessories - Service Materials - Casing Pipe

Bill To: DB CIVIL CONSTRUCTION, LLC
4475 US HWY 1 SOUTH STE 707
ST. AUGUSTINE FL 32086

Ship To: DB CIVIL CONSTRUCTION, LLC
CONTINENTAL COUNTRY CLUB SR44
50 CONTINENTAL BLVD
H1005BT
WILDWOOD FL 34785

lr
103
12/
14:

Co/Cust. No. Order No. Customer P.O. #
1/0000004059 AG8Y4/01 2309-01

Ter. Sis.#
10 100 2309-01

Ship Via DIRECT
Pay Type Accounts Receivable

Terms Net 30 Days Ref #

Item Number / Description	U / M	Ordered	Shipped	Sell Price	Total
S1008999	FT	7290.000	2290.000 2774	32.88000 FT	
8IN C900 DR-18 FUSIBLE PIPE GREEN		B/O	4500.000		91,735

INVOICE DUE: 01/03/24

PAY APP #3 Stored \$ 91,209.12

PO/Job #: 2309
Job Name: Continental
Class Name:
Approved by: Materials
Date: 12/12/23

Job: Continental Country Club
DB # 2309

SOV # 19

December pay App #3

PO # 2309-01

REMIT TO: P.O. BOX 101550, NASHVILLE, TN 37224

ALL PRODUCTS ARE WARRANTED ONLY TO THE EXTENT OF THE WARRANTIES PROVIDED BY THE RESPECTIVE MANUFACTURERS OF THESE PRODUCTS, AND PRODUCTS ARE INTENDED FOR USAGE AND INSTALLATIONS AS STATED IN THE MANUFACTURERS WRITTEN RECOMMENDATIONS. ANY PRIOR WRITTEN OR IMPLIED WARRANTIES OR SERVICE / INSTALLATION INSTRUCTIONS ARE SUPERSEDED BY THIS STATEMENT. THIS ENTIRE TRANSACTION IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE AS STATED ON THE REVERSE SIDE OF THIS PAGE. INTEREST AT THE MAXIMUM LEGAL RATE WILL BE CHARGED IN THE EVENT PAYMENT IS NOT MADE WITHIN THE TERMS OF THIS INVOICE.

SUBTOTAL:	91,735
SALES TAX:	5,504
TOTAL:	97,239
DEPOSIT:	
AMT DUE:	97,239

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Osceola Force Main and St Clair Lift Station Improvements Project - Notice of Intent to Award in the Amount of \$304,088.82 and Approval of Change Order No. 1

REQUESTED ACTION: Staff Recommends Approval of the Bid Award and Change Order No. 1

CONTRACT: Vendor/Entity: Art Walker Construction, Inc
Effective Date: 1/17/2024 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: Funds for this project were allocated in account 409-535-60-6315 (Huey Street Sanitary Sewer Reroute)

HISTORY/FACTS/ISSUES:

The Osceola force main and St Clair lift station improvement project was identified in this budget year to reroute the sanitary sewer flows from the Huey Street gravity system to the Trailwinds force main. This project will reduce capacity issues in the Huey Street gravity system. Kimley-Horn was retained and provided the design services and bidding coordination. The project included, among other items, lift station upgrades to the St. Claire station and the installation of a forcemain.

The project was advertised and five (5) responsive bids were received. Kimley-Horn has reviewed the bid submittals and has recommended approval of a Notice of Intent to Award to Art Walker Construction Inc as the lowest responsive bidder in the amount of \$1,077,760.62. Attached is the bid tabulation and recommendation letter.

The project came in over budget. In an effort to conserve wastewater funds, Staff has decided to self-perform the lift station improvements portion of the project and therefore deduct that portion of the project. Change Order No. 1 for the reduction of \$773,671.80 to the cost of the project is also attached. The contractor, Art Walker Construction, has agreed to the reduced scope and will be constructing the force main portion of this project only. It is worth noting, that Art Walker Construction was the lowest responsive bidder on the foreman component in addition to the overall project.

The final contract price after the Change Order will be \$304,088.82.



December 4, 2023

Mr. Jason McHugh
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

**RE: *Osceola Force Main and St. Clair Lift Station Improvements; Bid Recommendation Letter
Kimley-Horn Project No. 142173504***

Dear Mr. McHugh:

Kimley-Horn reviewed the bids received for the above-referenced Project. As of the deadline on November 30, 2023, at 2:30 pm, 5 bids were received and opened at 2:35 pm. All bids received were responsive bids. Attached is a bid tabulation of the submitted bids.

Based upon our review of the documents submitted, Art Walker Construction, Inc. is the lowest responsive bidder, with a bid in the amount of \$1,077,760.62. Kimley-Horn does not object to the City of Wildwood issuing a Notice of Intent to Award to Art Walker Construction, Inc. for this Project.

Sincerely,

KIMLEY-HORN

A handwritten signature in blue ink, appearing to read 'James Clayton', written over a faint, larger signature.

James "Trey" Clayton, P.E.

JEC/PHS/sab

Attachment: Bid Tabulation

Cc: File

K:\OCA_Uilities\Wildwood\Projects\142173504-Osceola FM and Woodlane Meadows Imp\Bid Admin\Bid Tabulation\Ljm231204jec_Recommendation Letter.docx

Bidder	Stated Bid Total	Actual Bid Total	BID FORM	PUBLIC ENTITY	DRUG FREE	IMMIGRATION AFFIDAVIT	BID BOND	Addendum	
Art Walker Construction	\$1,077,760.62	\$1,077,760.62	X	X	X	X	X	X	
MidSouth, Inc.	\$1,124,635.10	\$1,124,635.10	X	X	X	X	X	X	
Clearwater Solutions*	\$1,147,236.08	\$1,147,244.37	X	X	X	X	X	X	
Carr & Collier	\$1,217,000.00	\$1,217,000.00	X	X	X	X	X	X	
DB Civil	\$1,233,888.00	\$1,233,888.00	X	X	X	X	X	X	

*Clearwater Solutions had several lines that were incorrectly added. (Lines 11-15, 17)

BID FORM CITY OF WILDWOOD OSCEOLA FORCE MAIN AND ST CLAIR LIFT STATION IMPROVEMENTS													
ITEM #	DESCRIPTION	UNIT	QUANTIT Y	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
GENERAL				Art Walker		DB Civil		Carr & Collier		Cain Enterprises dba Clearwater Solutions		MidSouth, Inc.	
1	MOBILIZATION	LS	1	\$ 22,440.00	\$ 22,440.00	\$ 80,000.00	\$ 80,000.00	\$ 109,000.00	\$ 109,000.00	\$ 29,800.00	\$ 29,800.00	\$ 63,043.00	\$ 63,043.00
2	MAINTENANCE OF TRAFFIC	LS	1	\$ 4,402.92	\$ 4,402.92	\$ 9,000.00	\$ 9,000.00	\$ 19,000.00	\$ 19,000.00	\$ 4,830.00	\$ 4,830.00	\$ 6,420.00	\$ 6,420.00
3	SEDIMENT BARRIER (STANDARD)	LF	1,127	\$ 2.75	\$ 3,099.25	\$ 4.00	\$ 4,508.00	\$ 6.00	\$ 6,762.00	\$ 4.83	\$ 5,443.41	\$ 3.50	\$ 3,944.50
4	AS-BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	LS	1	\$ 11,528.00	\$ 11,528.00	\$ 6,000.00	\$ 6,000.00	\$ 12,300.00	\$ 12,300.00	\$ 10,101.14	\$ 10,101.14	\$ 12,350.00	\$ 12,350.00
5	SUBSOIL EXCAVATION, UNSUITABLE SOIL (QUANTITY ARBITRARY)	CY	100	\$ 32.65	\$ 3,265.00	\$ 16.00	\$ 1,600.00	\$ 3.00	\$ 300.00	\$ 88.28	\$ 8,828.00	\$ 70.00	\$ 7,000.00
6	SUBSOIL EXCAVATION, ROCK (QUANTITY ARBITRARY)	CY	100	\$ 32.65	\$ 3,265.00	\$ 24.00	\$ 2,400.00	\$ 4.00	\$ 400.00	\$ 88.28	\$ 8,828.00	\$ 110.00	\$ 11,000.00
7	RESTORATION, COMPLETE (LANDSCAPING, RIGHT OF WAY, FENCING, ETC.)	LS	1	\$ 46,495.90	\$ 46,495.90	\$ 30,000.00	\$ 30,000.00	\$ 20,600.00	\$ 20,600.00	\$ 30,788.75	\$ 30,788.75	\$ 20,592.00	\$ 20,592.00
8	PROFESSIONAL SITE VIDEO (PRE & POST CONSTRUCTION)	LS	1	\$ 1,595.00	\$ 1,595.00	\$ 1,200.00	\$ 1,200.00	\$ 1,658.00	\$ 1,658.00	\$ 4,615.00	\$ 4,615.00	\$ 1,460.00	\$ 1,460.00
ST CLAIR LIFT STATION													
9	ST CLAIR LIFT STATION REHAB, COMPLETE (INCLUDING INSTALLATION OF EQUIPMENT, LINING OF WET WELL, REPLACEMENT OF PIPING, BY-PASS PUMPING, RESTORATION OF SITE, ETC.)	LS	1	\$ 677,518.60	\$ 677,518.60	\$ 198,000.00	\$ 198,000.00	\$ 590,000.00	\$ 590,000.00	\$ 303,116.03	\$ 303,116.03	\$ 592,450.00	\$ 592,450.00
10	ST CLAIR LIFT STATION ELECTRICAL AND INSTRUMENTATION UPGRADES, COMPLETE (MISC ELECTRICAL EQUIPMENT AND INSTALLATION OF EQUIPMENT, NOT INCLUDING PUMP CONTROL PANEL, GENERATOR AND ATS.)	LS	1	\$ 96,153.20	\$ 96,153.20	\$ 690,000.00	\$ 690,000.00	\$ 217,000.00	\$ 217,000.00	\$ 510,458.51	\$ 510,458.51	\$ 205,900.00	\$ 205,900.00
FORCE MAIN						\$ -		\$ -		\$ -		\$ -	
11	4" DR 18 C900 PVC FORCE MAIN BY OPEN CUT	LF	8	\$ 475.41	\$ 3,803.28	\$ 120.00	\$ 960.00	\$ 387.50	\$ 3,100.00	\$ 669.06	\$ 5,352.48	\$ 953.40	\$ 7,627.20
12	6" DR 18 C900 PVC FORCE MAIN BY OPEN CUT	LF	1,200	\$ 41.04	\$ 49,248.00	\$ 55.00	\$ 66,000.00	\$ 62.00	\$ 74,400.00	\$ 52.17	\$ 62,604.00	\$ 58.60	\$ 70,320.00
13	6" DR-11 HDPE FORCE MAIN BY HDD	LF	940	\$ 98.11	\$ 92,223.40	\$ 66.00	\$ 62,040.00	\$ 87.00	\$ 81,780.00	\$ 65.39	\$ 61,466.60	\$ 54.00	\$ 50,760.00
14	ABOVE GROUND AIR RELEASE VALVE	EA	4	\$ 5,889.54	\$ 23,558.16	\$ 5,100.00	\$ 20,400.00	\$ 6,000.00	\$ 24,000.00	\$ 6,409.81	\$ 25,639.24	\$ 6,940.00	\$ 27,760.00
15	4" GATE VALVE (BY CUT-IN)	EA	2	\$ 2,781.06	\$ 5,562.12	\$ 7,540.00	\$ 15,080.00	\$ 3,550.00	\$ 7,100.00	\$ 5,338.73	\$ 10,677.46	\$ 2,710.70	\$ 5,421.40
16	6" GATE VALVE	EA	5	\$ 3,036.04	\$ 15,180.20	\$ 2,200.00	\$ 11,000.00	\$ 3,800.00	\$ 19,000.00	\$ 4,051.20	\$ 20,256.00	\$ 1,248.00	\$ 6,240.00
17	CUT IN AND TIE IN TO EXISTING 6" FORCE MAIN	EA	3	\$ 2,771.53	\$ 8,314.59	\$ 7,500.00	\$ 22,500.00	\$ 3,300.00	\$ 9,900.00	\$ 3,384.28	\$ 10,152.84	\$ 3,980.00	\$ 11,940.00
18	CORE IN AND TIE IN TO EXISTING 4' MANHOLE	EA	1	\$ 3,108.00	\$ 3,108.00	\$ 2,200.00	\$ 2,200.00	\$ 8,200.00	\$ 8,200.00	\$ 20,123.50	\$ 20,123.50	\$ 9,310.00	\$ 9,310.00
CONSTRUCTION SUBTOTAL				CONSTRUCTION SUBTOTAL	\$ 1,070,760.62	CONSTRUCTION SUBTOTAL	\$ 1,222,888.00	CONSTRUCTION SUBTOTAL	\$1,204,500.00	CONSTRUCTION SUBTOTAL	\$1,133,080.96	CONSTRUCTION SUBTOTAL	\$1,113,538.10
PAYMENT AND PERFORMANCE BOND				BOND	\$ 7,000.00	BOND	\$ 11,000.00	BOND	\$ 12,500.00	BOND	\$ 14,163.41	BOND	\$ 11,097.00
BID TOTAL				ART WALKER BID TOTAL	\$ 1,077,760.62	DB CIVIL BID TOTAL	\$ 1,233,888.00	CARR & COLLIER BID TOTAL	\$1,217,000.00	CLEARWATER SOLUTIONS BID TOTAL	\$1,147,244.37	MIDSOUTH, INC. BID TOTAL	\$1,124,635.10

SECTION 00850 – CONTRACT CHANGE ORDER

Change Order No. 1

Date of Issuance: 01/12/2024

Effective Date: 01/12/2024

Project: Osceola Force Main and
Lift Station Improvements

Owner: City of Wildwood

Owner's Contract No.:

Contract: Osceola Force Main and Lift Station Improvements

Date of Contract: January 12, 2024

Contractor: Art Walker Construction Inc.

Engineer's Project No.: 142173504

The Contract Documents are modified as follows upon execution of this Change Order:

Removal of lift station improvements from the Contractor's scope.

Attachments (list documents supporting change):

Reduced Scope Bid Form

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,077,760.62

~~Increase~~ ~~Decrease~~ from previously approved
Change Orders No. 0 to No. 0:

\$ 0

Contract Price prior to this Change Order:

\$ 1,077,760.62

~~Increase~~ ~~Decrease~~ of this Change Order:

\$ 773,671.80

Contract Price incorporating this Change Order:

\$ 304,088.82

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

~~Increase~~ ~~Decrease~~ from previously approved Change Orders
No. 0 To No. 0:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

~~Increase~~ ~~Decrease~~ of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

RECOMMENDED:

By: 

Engineer (Authorized Signature)

Date: 01/12/2024

Approved by Funding Agency (if applicable):

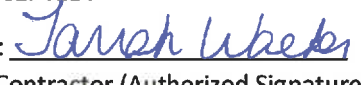
ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 

Contractor (Authorized Signature)

Date: 1/15/24

Date: _____

END OF SECTION

BID FORM CITY OF WILDWOOD OSCEOLA FORCE MAIN AND ST CLAIR LIFT STATION IMPROVEMENTS					
ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID AMOUNT
GENERAL				Art Walker	
1	MOBILIZATION	LS	1	\$ 22,440.00	\$ 22,440.00
2	MAINTENANCE OF TRAFFIC	LS	1	\$ 4,402.92	\$ 4,402.92
3	SEDIMENT BARRIER (STANDARD)	LF	1,127	\$ 2.75	\$ 3,099.25
4	AS-BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	LS	1	\$ 11,528.00	\$ 11,528.00
5	SUBSOIL EXCAVATION, UNSUITABLE SOIL (QUANTITY ARBITRARY)	CY	100	\$ 32.65	\$ 3,265.00
6	SUBSOIL EXCAVATION, ROCK (QUANTITY ARBITRARY)	CY	100	\$ 32.65	\$ 3,265.00
7	RESTORATION, COMPLETE (LANDSCAPING, RIGHT OF WAY, FENCING, ETC.)	LS	1	\$ 46,495.90	\$ 46,495.90
8	PROFESSIONAL SITE VIDEO (PRE & POST CONSTRUCTION)	LS	1	\$ 1,595.00	\$ 1,595.00
FORCE MAIN					
9	4" DR 18 C900 PVC FORCE MAIN BY OPEN CUT	LF	8	\$ 475.41	\$ 3,803.28
10	6" DR 18 C900 PVC FORCE MAIN BY OPEN CUT	LF	1,200	\$ 41.04	\$ 49,248.00
11	6" DR-11 HDPE FORCE MAIN BY HDD	LF	940	\$ 98.11	\$ 92,223.40
12	ABOVE GROUND AIR RELEASE VALVE	EA	4	\$ 5,889.54	\$ 23,558.16
13	4" GATE VALVE (BY CUT-IN)	EA	2	\$ 2,781.06	\$ 5,562.12
14	6" GATE VALVE	EA	5	\$ 3,036.04	\$ 15,180.20
15	CUT IN AND TIE IN TO EXISTING 6" FORCE MAIN	EA	3	\$ 2,771.53	\$ 8,314.59
16	CORE IN AND TIE IN TO EXISTING 4' MANHOLE	EA	1	\$ 3,108.00	\$ 3,108.00
CONSTRUCTION SUBTOTAL				CONSTRUCTION SUBTOTAL	\$ 297,088.82
PAYMENT AND PERFORMANCE BOND				BOND	\$ 7,000.00
BID TOTAL				ART WALKER BID TOTAL	\$ 304,088.82

SECTION 00841 – NOTICE OF INTENT TO AWARD

To Art Walker Construction Inc.
CONTRACTOR

PO Box 267
ADDRESS

Lowell Florida 32663
CITY STATE ZIP

PROJECT: Osceola Force Main and St. Clair Lift Station Improvements

The Owner has considered the Bid submitted by you for the above-described work in response to its Invitation to Bid dated November 2023.

You are hereby notified that your Bid has been accepted for items in the amount of \$1,077,760.62

You are required to execute the Agreement and furnish the required Contractor's Performance and Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and void.

You are required to return an acknowledged copy of the Notice of Intent to Award, executed Agreement, Bonds, and Insurance Certificates to Heath Smith at Kimley-Horn and Associates, Inc., 1700 SE 17th Street, Suite 200, Ocala, Florida 34471, via email at heath.smith@kimley-horn.com

Dated this 12th day of January, 2024.

OWNER: City of Wildwood

BY: Jason McHugh TITLE: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Tarrah Walker
this 15th day of January, 2024.

BY: Tarrah Walker TITLE: Vice President

END OF SECTION

SECTION 00500 – AGREEMENT

This Agreement made this 12th day of January 2024 by and between the City of Wildwood hereinafter called “Owner”, and Art Walker Construction, Inc. doing business as a corporation hereinafter call “Contractor”, for the construction of the Osceola Force Main and St. Clair Lift Station Improvements.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the lump sum of \$ 1,077,760.62 or as shown in the Bid Schedule.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price and submit such Bond to the Owner within fifteen (15) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within fifteen (15) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will achieve Substantial Completion (**operational**) within 120 calendar days of the Notice to Proceed. The date of Final Completion will be 30 calendar days following the date of Substantial Completion. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$1,000 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$1,000 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. Progress payments will be made in an amount equal to 95% (ninety five percent) of the value of work completed and may include 95% (ninety five percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made.
7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.
8. The term “Contract Documents” means and includes the following:
 - (a) Invitation for Bids
 - (b) Instruction to Bidders
 - (c) Bid Form
 - (d) Bid Bond
 - (e) Public Entity Crimes Statement

- (f) Drug Free Workplace Form
- (g) Agreement
- (h) Performance and Payment Bond
- (i) Certificate of Insurance
- (j) General Conditions
- (k) Supplementary Conditions
- (l) Special Provisions
- (m) Technical Specifications prepared or issued by Kimley-Horn and Associates, Inc. dated October 2023
- (a) Drawings prepared by Kimley-Horn and Associates, Inc., Sheets 01 through 16 dated October 2023
- (b) Addenda as Follows:
 - No. 1 dated November 13th, 2023
 - No. 2 dated November 17th, 2023
 - No. 3 dated November 27th, 2023
- 9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 10. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.
- 11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
- 12. The Contractor shall indemnify and save harmless the City of Wildwood its Engineer (Kimley-Horn and Associates, Inc.), officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.
- 13. The breach of any provision of this contract and those provisions stated more fully in the specifications for Osceola FM and St. Clair LS Improvements, dated October 2023 shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.

IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER: City of Wildwood

BY: _____

NAME: _____
Please Type/Print

TITLE: _____

DATE: _____

ATTEST:

NAME: _____
Please Type/Print

TITLE: _____

CONTRACTOR: Art Walker Construction Inc.

BY: Tarrah Walker

NAME: Tarrah Walker, Vice President
Please Type/Print

ADDRESS: PO Box 267

Lowell, FL 32663

DATE: January 15, 2024

ATTEST:

Christine Walker

NAME: Christine Walker
Please Type/Print

TITLE: Secretary

END OF SECTION

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Preconstruction Services Agreement with Garney Companies, Inc in the Amount of \$994,000

REQUESTED ACTION: City Manager Recommends Approval

CONTRACT: Vendor/Entity: Garney Companies, Inc
Effective Date: 1/22/2024 Termination Date:
Managing Division/Department: Executive

BUDGET IMPACT: Funds are budgeted in FY 24 budget in line item 409-535-70-7346 (Wastewater System Development Charge Fund)

HISTORY/FACTS/ISSUES:

The City issued RFQ #2024-04 in October of 2023 to select a new contractor for the expansion of the City's Water Reclamation Facility (wastewater treatment plant). Pursuant to the recommendation of the selection committee, the City Commission authorized the City Manager to begin contract negotiations with the top-ranked firm, Garney Companies, Inc, at the November 27, 2023 meeting of the City Commission.

The attached contract has been negotiated by the parties and covers all preconstruction activities for all three phases of the facility expansion. Garney's fee for the preconstruction activities totals \$904,000. Preconstruction services include, but are not limited to, cost estimating, value engineering, and constructability analyses. The contract also carries preconstruction allowances for various items in the amount of \$90,000. The allowances are at the sole discretion of the City, and any unused funds will return to the City.

Negotiation of a construction contract will be necessary before the commencement of any construction activities.

**AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION PHASE SERVICES**

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between the **CITY OF WILDWOOD**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **GARNEY COMPANIES, INC.** a Missouri corporation, hereinafter referred to as the "Construction Manager at Risk" or "CMAR".

WITNESSETH

WHEREAS, the City intends to undertake the project described as design and construction of Wildwood Water Reclamation Facility and Biological Nutrient Removal facility (the "Project"), which requires construction manager at risk services; and,

WHEREAS, the City issued Request For Qualifications (RFQ) #2024-04 on October 13, 2023; and,

WHEREAS, the City evaluated and ranked the proposals received in accordance with applicable Florida statutes, City ordinances and policies, and found the CMAR qualified to perform the necessary services; and,

WHEREAS, the CMAR has reviewed the services required pursuant to the Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the terms of the Agreement; and,

WHEREAS, the services to be provided under this Agreement will be divided into two or more phases, the first of which, Phase I: Preconstruction Services, is authorized by this Agreement; and,

WHEREAS, subsequent phases, if authorized, shall encompass services as required to complete construction of the Project, as contemplated by the RFQ, and shall be authorized solely by written amendment to this Agreement.

NOW, THEREFORE, the City and the CMAR, in consideration of the mutual covenants contained herein, do agree as follows:

I. RECITALS

The above recitals are true and correct and are hereby incorporated into this Agreement.

II. DEFINITIONS

A. *Administrative Agent*: The Administrative Agent is the City's staff

representative for this Agreement, and whose responsibilities are set forth in Section XIV.

- B. *Agreement*: This Agreement for Construction Manager at Risk Preconstruction Phase Services, as the same may be subsequently amended, modified, or supplemented pursuant to its terms and provisions.
- C. *Allowance*: A particular line item or unit cost budget for items not finalized at the time of City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the Owner's Contingency (within the GMP) via an Interim Field Change Agreement (IFCA).
- D. *Construction Documents*: Final working drawings and specifications required to demolish existing improvements and construct the Project.
- E. *Design Consultant*: The Design Consultant for the Project is CPH LLC.
- F. *Final Completion*: The point in the progress of the Work when all Work related to the Project has been completed by the CMAR and accepted by the City.
- G. *Guaranteed Maximum Price (GMP)*: The sum of the CMAR's Cost of Work and the CMAR's fee for the performance and completion of all the services for the Construction Phase of the Project, including but not limited to the completion of the Work in accordance with the Construction Documents.
- H. *Interim Field Change Agreement (IFCA)*: A minor modification to the Agreement, not involving an increase in the GMP.
- I. *Owner's Contingency*: A Contingency for use by the City. In addition to the cost, the GMP will include an agreed upon sum as the City's construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. This contingency shall be the last line item of the GMP proposal. The use of said Contingency shall be determined by the City.
- J. *Preconstruction Phase Fee*: The sum to be paid for providing all Preconstruction Phase services, as set forth in this Agreement, and as contemplated in the RPS.
- K. *Project*: The design and construction of Wildwood Water Reclamation Facility and Biological Nutrient Removal facility.
- L. *Project Schedule*: The Project Schedule shall mean the timeline prepared by the CMAR and approved by the Administrative Agent for accomplishing the Project.
- M. *Project Team*: The term Project Team, shall include the City, the Design Consultant, and the CMAR.
- N. *Substantial Completion*: The point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance

with the Construction Documents so that the City can fully occupy and fully utilize the Project for its intended use with all certificates of occupancy obtained.

- O. *Trade Contractor*: This term shall mean those contractors having a direct contract with the CMAR for the performance of the work.
- P. *Work*: This term shall mean any authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration services for the design, project, development, and construction of the Project to be performed and provided by CMAR (and its agents, employees, Trade Contractors, and subcontractors) pursuant to this Agreement.

III. CONSTRUCTION MANAGER'S SERVICES

- A. The CMAR agrees to diligently provide all preconstruction services for the Project and to perform the required services as described in **Exhibit A, Scope of Services**, attached hereto and incorporated herein.
- B. This Agreement shall commence immediately upon the execution by both the City and the CMAR and shall continue through the completion of the Preconstruction Services for the Project in accordance with Exhibit B, Preconstruction Schedule, attached hereto and incorporated herein. Notwithstanding the preceding sentence, CMAR shall perform no work under this Agreement until receipt of a Purchase Order issued by the City.

IV. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGER'S SERVICE

- A. The City shall pay the CMAR for the Preconstruction Services rendered hereunder and completed in accordance with the terms and conditions of this Agreement an amount not to exceed **Nine hundred ninety-four thousand dollars (\$994,000)**, including allowances, as the total agreement amount for performing the tasks as set forth in **Exhibit A, Scope of Services** and further described in **Exhibit C, Fee Schedule**, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all services as outlined in this Agreement.
- B. CMAR represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into the Agreement. The amounts set forth in this Agreement will be adjusted to exclude any significant sums by which the City determines the amount of any task was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments to the Agreement amount must be made within one year following the end of this Agreement.
- C. The City's performance and obligation to pay under this Agreement is contingent upon an appropriation by the City Commission. The City shall promptly notify the CMAR if the necessary appropriation is not made.

V. ADDITIONAL SERVICES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same is in writing and signed by both the CMAR and the City.
- B. If the Administrative Agent requires the CMAR to perform additional services related to this Agreement then the CMAR shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the CMAR, the CMAR shall not be entitled to additional compensation.

VI. METHOD OF PAYMENT

- A. The City shall pay the CMAR in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq., F.S., upon receipt of the CMAR's invoice and written approval of same by the Administrative Agent indicating that services have been rendered in conformity with this Agreement. The CMAR shall submit an invoice for payment to the City on a monthly basis for those specific services as described in **Exhibit A, Scope of Services**, (and the corresponding amount as described in **Exhibit C, Fee Schedule**) that were completed during that invoicing period.
- B. For those specific services that were partially completed, progress payments shall be paid monthly in proportion to the percentage of completed work on those specific service activities as approved in writing by the Administrative Agent.
- C. The CMAR's invoices shall be in a form satisfactory to the City. The CMAR is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSTRUCTION MANAGER

- A. Pursuant to Section 725.06(2), Florida Statutes, the CMAR shall indemnify and hold harmless the City, its elected officials, officers, employees, and design consultant from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CMAR and persons employed or utilized by the CMAR in the performance of this Agreement.
- B. This section of the Agreement will survive the completion, expiration, or termination of the Agreement.

VIII. CONSTRUCTION MANAGER'S INSURANCE

Before performing any work pursuant to this Agreement, CMAR shall procure and maintain, during the life of this Agreement unless otherwise specified, insurance as listed in **Exhibit D, Insurance Requirements**, attached hereto and incorporated herein.

IX. RESPONSIBILITIES OF THE CONSTRUCTION MANAGER

- A. CMAR accepts the relationship of trust and confidence established between CMAR and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interests. CMAR covenants to furnish its best skill and judgment and to cooperate with City and the Design Consultant for the duration of the Project in accordance with the Agreement in an expedient and efficient manner.
- B. The CMAR shall be responsible for the professional quality, technical accuracy, and coordination of all reports and other documents and data used or produced by or at the behest of the CMAR under this Agreement. The CMAR shall, without additional compensation, correct or revise any errors or deficiencies in its reports and other documents and data.
- C. If the CMAR is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- D. The CMAR warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CMAR), 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 CMAR; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- E. The CMAR covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in the City's Purchasing Policy. The CMAR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- F. CMAR agrees that it and its employees shall communicate with City employees and members of the public in a civil manner.
- G. The CMAR has a continuous duty to disclose to the City if the CMAR or any of its affiliates, as defined by §287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to §287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity

in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- H. The CMAR shall comply with and shall perform its obligations hereunder in accordance with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement. The CMAR acknowledges that City is seeking funding for the Project from state and federal sources and agrees that it shall comply with all state and federal laws and regulations applicable to the receipt and use of any such funds for the Project.
- I. The CMAR shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the CMAR 's offices for the purpose of inspection, audit, and copying during normal business hours by the City. Such records shall be retained for a minimum of ten (10) fiscal years (from October to September) after completion of the Project.
- J. The CMAR shall notify the Administrative Agent at least three (3) days in advance of any meeting between the CMAR and any City Commissioner, regulatory agency or private citizen related to this Agreement. CMAR shall not meet with any City Commissioner, regulatory agency or private citizen in relation to this Agreement without City being present, unless express written consent is provided by City.

X. CMAR DESIGN REVIEW SERVICES

- A. The CMAR acknowledges that the Project is intended to be completed in accordance with the established schedule included in **Exhibit B** and shall make recommendations to the Administrative Agent and Design Consultant regarding the drawings and specifications to facilitate construction of the Work.
- B. The CMAR shall thoroughly familiarize itself with the Project. Where appropriate and as requested, CMAR shall make written recommendations with respect to the Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the Administrative Agent in evaluating alternatives and their long-term cost effects, as the Administrative Agent deems appropriate. The CMAR shall call to the attention of the Administrative Agent and Design Consultant any known or perceived defects in the design, drawings and specifications or other documents that CMAR notes, as soon as practicable after such defect is noted. CMAR may submit value engineering recommendations as a part of the Scope of Services; provided, however, that such value engineering shall be subject to the review and approval of the Engineer to verify if such recommendation meets the overall design intent of the Project. Upon such approval of each value engineering item by the Engineer, CMAR shall not be liable or held responsible for any damages, including but not limited to time or cost impacts, in connection with errors, inconsistencies, omissions, or deficiencies in the value engineering

submission.

Any design errors or omissions noted by the CMAR during this review shall be reported promptly to the Design Consultant and the Administrative Agent, but it is recognized that the CMAR's review is made in the CMAR's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CMAR concerning design alternatives shall be subject to the review and approval of the City. CMAR will not be held responsible for cost or time impacts associated with design errors or omissions that were not discovered during CMARs constructability review.

- C. The CMAR shall review the Construction Documents and make recommendations in writing to the Administrative Agent with respect to dividing the work in such manner as will permit the CMAR to take bids and award separate construction Trade Contracts. It shall make such divisions in a manner acceptable to the Administrative Agent, taking into consideration all factors such as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, availability of qualified local and minority contractor participation, and any other factors pertinent to saving time and cost.
- D. The CMAR shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing the Project. The CMAR shall conduct reviews as may be reasonably necessary to:
 - (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material; and
 - (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction and other matters that will promote cost savings and completion within the Project Schedule.

XI. BASIS OF GUARANTEED MAXIMUM PRICE

- A. The CMAR shall submit to the City a proposed GMP as described herein, and in the attached **Exhibit A**, and according to the schedule set forth in the attached **Exhibit B**.
- B. The CMAR acknowledges and agrees that the GMP proposal will include:
 - (1) The entire scope of work and services solicited under the RFQ and all exhibits, attachments, schedules and addenda thereto, and this Agreement and all exhibits, attachments, and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CMAR is required to provide and install such

essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies or omissions of which the CMAR had knowledge of or discovered and failed to promptly report such inconsistency, discrepancy, or omission to the City, the CMAR shall not be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CMAR shall nonetheless be responsible to correct and complete such items;

- (2) A list of all allowances and the statement of their basis;
 - (3) A list of any material clarifications and assumptions made by the CMAR in the preparation of the GMP necessary to supplement the information contained in the drawings and specifications. Such list shall not include restatements of any existing provisions of this Agreement;
 - (4) A statement of the estimated cost (organized by trade categories), allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP;
 - (5) The date of substantial completion, upon which the proposed GMP is based; and
 - (6) A schedule of the Construction Documents' issuance dates, upon which the proposed GMP is based.
- C. The CMAR acknowledges that the GMP includes an amount designated as the City's (Owner's) Contingency. The City's Contingency shall be available to the CMAR only if the City approves an IFCA to this Agreement. In such an event, the IFCA shall specify the portion of the City's Contingency being made available and the purpose.
- D. The GMP shall be inclusive of the arrangement and supply of all job-site facilities, including workstations equipped with telephones, desks, and personal computer equipment that are reasonably necessary to enable the members of the Project Team to perform their respective duties in the management, inspection and supervision of construction of the Project. The CMAR shall provide a dedicated office on site for use by the Project Team.
- E. The CMAR acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CMAR is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.
- F. The GMP proposal is subject to acceptance by the City, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare an amendment to this Agreement, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the Administrative Agent shall inform the CMAR in writing. Thereupon this Agreement shall terminate and neither party shall have any obligation to the other regarding the Construction Phase of the Project.

XII. OWNERSHIP AND USE OF WORK PRODUCTS

- A. It is understood and agreed that the work products, including reports and other documents and data developed by the CMAR in connection with its services shall be delivered to, and shall become the property of the City as they are received by the City. The CMAR hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the Administrative Agent for the CMAR to use any of the work products of this Agreement on any non- City project.
- B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.
- C. All GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of the Project will be provided to the City as a Project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of the Project must adhere to City GIS Standards, and CAD drawings submitted must adhere to City CAD standards.
- D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. The City uses the latest versions of the Microsoft Office Suite (Word, Excel, PowerPoint, Visio, Project) and Windows 10 or 11 operating systems. Additional details regarding City technology and systems may be obtained by contacting the City's Information Technology department.

XIII. OWNER DIRECT PURCHASE

- A. The CMAR recognizes City is a political subdivision of the State of Florida and, as such, is entitled to direct purchase Project materials, goods, and services in order to save the state sales tax. The City may, from time to time during the Project, elect to purchase Project materials, goods, and services directly from providers to realize sales tax savings in accordance with applicable law. The City is the sole recipient of any sales tax savings and may use money generated by such savings for reduction of the Project cost, increases in the scope of Work, or any other purpose City so desires. The CMAR shall reasonably cooperate with the City in this regard and will provide the City with a list of items that may be eligible for sales tax savings prior to purchasing such Project materials, goods, and services.

XIV. PERFORMANCE OF CONSTRUCTION MANAGER'S PERSONNEL

- A. The performance and completion of the required services is vitally important to the interest of the City. The CMAR shall assign a project manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The key personnel assigned by the CMAR to perform the services of this Agreement shall be the same as those identified in the response to the RFQ. The CMAR shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution to the CMAR's key personnel must receive the

Administrative Agent's written approval before said changes or substitution can become effective.

- B. The services to be rendered by the CMAR shall commence upon the CMAR's receipt of written Notice to Proceed from the Administrative Agent. The time limits set forth in **Exhibit B, Preconstruction Schedule**, shall commence to run on the date of the Purchase Order but are subject to adjustment depending upon the design schedule in the Design Consultant's agreement. The CMAR shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with **Exhibit B, Preconstruction Schedule**. This preconstruction schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by this Agreement.
- C. Time is of the essence in the performance of this Agreement. The CMAR specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in this Agreement, subject only to delays caused by Force Majeure, or as otherwise defined herein. Force Majeure shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties. Notwithstanding the foregoing, nothing herein shall be construed as including non-emergency events.
- D. The CMAR agrees to provide to the Administrative Agent monthly written progress reports concerning the status of the Project. Written progress reports will accompany each monthly invoice. The Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CMAR.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CMAR which delay the Project Schedule completion date, the Administrative Agent shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.
- F. In the event the Preconstruction Schedule completion date is delayed beyond the date stated in **Exhibit B**, the CMAR shall continue its efforts hereunder in full force and effect until otherwise directed by the Administrative Agent, or until 12 (twelve) additional months have elapsed, whichever is less.
- G. Should the Project be suspended or delayed by the City for a period exceeding 6 (six) months, the City and the CMAR may negotiate fair and equitable compensation for the CMAR's continued service hereunder and amend this Agreement accordingly.

XV. OBLIGATIONS OF CITY

- A. The Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific project manager ("Project Manager")

will be authorized to perform the responsibilities of the Administrative Agent. The City shall designate any specific Project Manager in the Notice to Proceed. The responsibility of the Administrative Agent shall include:

1. Examining all reports, sketches, drawings, estimates, proposals, and other documents presented by the CMAR, and render in writing, decisions pertaining thereto within a reasonable time.
 2. Transmitting instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 3. Reviewing for approval or rejection all of the CMAR's documents and payment requests.
 4. Determining when and if it may be in the best interest of the City to shift funding among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Agreement is not exceeded. Any such determination shall be memorialized in an IFCA.
- B. The City shall, upon request, furnish the CMAR with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the City and shall be returned to the Administrative Agent upon completion of the services to be performed by the CMAR.
- C. The Administrative Agent shall conduct periodic reviews of the work of the CMAR necessary for the completion of the CMAR's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the CMAR. The availability and necessity of said personnel to assist the CMAR shall be determined solely within the discretion of the City.
- D. The City shall not provide any services to the CMAR in connection with any claim brought on behalf of or against the CMAR.

XVI. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar days written notice to the CMAR to terminate the services of the CMAR and, in that event, the CMAR shall cease work and shall deliver to the City all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the CMAR in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to the CMAR and the CMAR shall accept as full payment for its services, a sum of money equal to:
- (1) the fee for each completed and accepted task as shown in the **Scope of Services and Fee Services** applicable to the then-current phase of the Project, plus;
 - (2) the fee for the percentage of the work completed in any commenced but uncompleted task shown in the **Scope of Services** and **Fee Schedule**, applicable to the then-current phase of the Project, less;

(3) all previous payments made for the same tasks.

- B. In the event that the CMAR has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days written notice to the CMAR indicating its intention to do so. Payment for work performed prior to the CMAR 's abandonment shall be as stated above. CMAR shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- C. The CMAR shall have the right to terminate services only in the event of the City failing to pay the CMAR 's properly documented and submitted invoice within ninety (90) calendar days of the approval by the Administrative Agent, or if the Project is suspended by the City for a period greater than twelve (12) months.
- D. The City reserves the right to terminate and cancel this Agreement in the event the CMAR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.
- E. After written notice is provided to the CMAR providing a reasonable opportunity to cure, and after consultation with the Design Consultant, the City shall have the right to refuse to make payment, in whole or part, and if necessary, may demand the return of a portion or all of the amount previously paid to the CMAR due to:
 - 1. The quality of a portion, or all, of the CMAR's work not performed in accordance with the requirements of this Agreement;
 - 2. The quantity of the CMAR's work not delivered or performed as represented in the CMAR's Payment Request, or otherwise;
 - 3. The CMAR's rate of progress being such that in the City's opinion, substantial or final completion, or both may be inexcusably delayed;
 - 4. The CMAR's failure to use the Agreement funds, previously paid the CMAR by the City, to pay CMAR's Agreement-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers;
 - 5. Claims made, or likely to be made, against the City, or its property;
 - 6. Loss caused by the CMAR;
 - 7. The CMAR's failure or refusal to perform any of the obligations to the City after written notice and a reasonable opportunity to cure as set forth above.
- F. In the event the City makes written demand upon the CMAR for amounts previously paid by the City as contemplated in this subsection, the CMAR shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement and are not waived by final payment or acceptance and are in addition to the CMAR's obligations stated in Exhibit A,

Scope of Services.

- G. Notwithstanding anything to the contrary, nothing herein shall be construed as limiting the City's right to terminate the contract for the City's convenience, without cause and without prejudice to any other right or remedy, whenever the City determines that such termination is in the best interest of the City.

XVII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties may agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sumter County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the Fifth Judicial Circuit Court In and For Sumter County, Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the CMAR shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
- G. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

XVIII. Employment Eligibility Verification ("E-Verify")

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify.

By entering into this Agreement, the CMAR becomes obligated to comply with the provisions of section 448.095, Florida Statutes, "Employment Eligibility" as amended from time to time. This includes, but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees, and requiring all

Subcontractors to provide an affidavit to CMAR attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. CMAR agrees to maintain a copy of such affidavit for the duration of this Agreement. CMAR must also include in all subcontracts the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract. Failure to comply may lead to termination of this Agreement, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this Agreement is terminated for a violation of the statute by the CMAR, the CMAR may not be awarded a public contract for a period of one (1) year after the date of termination. CMAR will also be liable to for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

The CMAR shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The CMAR shall maintain a personnel file for each staff person funded under this Agreement in accordance with state and federal law.

XIX. SCRUTINIZED COMPANIES

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. CMAR certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject CMAR to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the City may terminate this Agreement if a false certification has been made, or the CMAR is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would

grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c):

(2) A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

- (a) The entity is owned by the government of a foreign country of concern;
- (b) The government of a foreign country of concern has a controlling interest in the entity; or
- (c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

XX. PUBLIC RECORDS

City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. By entering into this Contract, CMAR acknowledges and agrees that any non-confidential, non-privileged, non-proprietary records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. To the extent, if any, Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, CMAR is required to:

- (1) Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.
- (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CMAR does not transfer the records to the City.
- (4) Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the CMAR or keep and maintain public records required by the City to perform the service. If the CMAR transfers all public records to the City upon completion of the Contract, the CMAR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, except that CMAR may retain copies of such records for its files. If the CMAR keeps and maintains public records upon completion of the Contract, the CMAR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (5) Requests to inspect or copy public records relating to the City's Contract for services must be made directly to the City. If CMAR receives any such request, CMAR shall instruct the requester to contact the City. If the City

does not possess the records requested, the City shall immediately notify the CMAR of such request, and the CMAR must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.

- (6) CMAR acknowledges that failure to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- (7) CMAR further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City.
- (8) CMAR shall indemnify, defend, and hold the City harmless for and against any and all claims, damage awards, and causes of action arising from the CMAR's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by CMAR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. CMAR authorizes City to seek declaratory, injunctive, or other appropriate relief against CMAR from a Circuit Court in Sumter County on an expedited basis to enforce the requirements of this section.

IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CMAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Wildwood City Clerk
100 North Main Street
Wildwood, FL 34785**

Phone: 352-330-1330

Email: jbarnes@wildwood-fl.gov

XXI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the **Scope of Services** or any increase in the compensation for the services, the City and the duly authorized representative for the CMAR shall agree in writing to this change. For all other changes, the Administrative Agent and the CMAR's representative shall agree in writing to the change.

- B. If any term, condition, or covenant of this Agreement is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

- C. The CMAR shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City, except that claims for the money due or to become due the CMAR from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.
- D. Time is of the essence with regard to each and every aspect of both party's performance and obligations under this Agreement.
- E. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- G. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- H. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- I. This Agreement is for the sole benefit of the CMAR and City and not for subcontractor(s) or sub-subcontractor(s). Except as expressly provided in this Article, there are no third-party beneficiaries of this Agreement. This Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement
- J. Nothing contained herein is intended nor shall be construed to waive City's right rights and immunities under common law or §768.28, F.S., as amended from time to time, nor shall anything included herein be construed as consent to be sued by any third-party parties in any manner arising out of this Agreement. These provisions shall survive the termination or expiration of this Agreement. Furthermore, any waiver of City's sovereign immunity shall not be broadly construed so as to inure to the benefit of and third party, including, but not limited to, any other person, business or public entity.
- K. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

Construction Manager's Agent

Name: Tom Manning
Title: Senior Project Manager
Address: 370 East Crown Point Road, Winter Garden, FL 34787
Telephone: 407-466-4185
Email: tmanning@garney.com

City's Administrative Agent

Name: Mark Odell
Title: Capital Improvement Projects Coordinator
Address: 743 Huey Street, Wildwood, FL 34785
Telephone: 352-330-1346
Email: modell@wildwood-fl.gov

Any change in representative or Administrative Agent will require prompt notification by the party making the change.

- L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- M. The City's RFQ 2024-04 and all attachments thereto are hereby incorporated in the Agreement by reference.
- N. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. RFQ 2024-04
 - 3. City's Purchase Order

XXII. SUPPLEMENTARY CONDITIONS

- A. The City waives claims against the CMAR, and the CMAR waives claims against the City, for the following damages, to the extent caused by the CMAR's or City's breach of this Agreement and regardless of whether any of these damages would be classified as consequential, special, direct, indirect, incidental, or otherwise:
 - 1. Loss of profits;
 - 2. Loss of business;
 - 3. City's expenses of relocating and operating out of temporary facilities during repair;
 - 4. City's increased transportation costs from shipping product to and from alternative locations during repair;
 - 5. Loss of financing;

6. Loss of goodwill;
7. Loss of reputation; and
8. Loss of contracts because of delayed completion.

Exceptions. This waiver does not apply to claims under the following:

Any indemnity clauses in the Agreement to the extent that CMAR that such indemnity would be overridden by the application of this waiver

- B. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CMAR that delay the **Project Schedule** completion date, the Administrative Agent shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.
- C. In the event the **Project Schedule** completion date is delayed due to the City or its agents beyond the date stated in **Exhibit C**, the CMAR shall continue its efforts hereunder in full force and effect until otherwise directed by the Administrative Agent, or until twelve (12) additional months have elapsed, whichever is less, and the City and the CMAR may negotiate fair and equitable compensation for the CMAR's continued service hereunder, and amend this Agreement accordingly.

[The remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date last below written.

GARNEY COMPANIES, INC
A MISSOURI CORPORATION

Signed By: _____

Print Name: _____

Date: _____

Title: _____

CITY OF WILDWOOD
CITY COMMISSION
WILDWOOD, FLORIDA

By: _____
ED WOLF
MAYOR

Date: _____

Approved as to form and correctness:

BY: _____
CITY ATTORNEY

EXHIBIT A – SCOPE OF SERVICES

Task Order No. 1 – Preconstruction Services

The CMAR Contractor will establish and implement plans and controls for all aspects of the Project to ensure completion of the Project on schedule and within budget.

1. Progress Meetings

- a. The CMAR Contractor shall attend project meetings with the City Staff and Project Engineer (CPH, LLC) at regular scheduled intervals.

2. Timelines

- a. The CMAR Contractor shall create an estimating and permitting timeline outlining tasks required during the Preconstruction Phases. The schedule shall be presented in a Primavera CPM schedule format and include all required activities for 30%, 60% and GMP phases of design.
- b. Design for all phases is anticipated to start in January of 2024 and be completed no later than May of 2025. We anticipate that the design for each phase will overlap.

3. Design Development Support

- a. Technical Support and Coordination
 - i. CMAR Contractor shall provide technical support to the City as required or as directed, throughout the entire Preconstruction Phases.
- b. Design Development Support
 - i. The CMAR Contractor shall provide design support including but not limited to the following:
 - 1. Prepare a Rough Order of Magnitude (ROM) budget within thirty (30) calendar days following the Design Consultant's submission of 30% documents for each phase of work.
 - 2. Prepare a detailed construction phase Project budget for all cost categories within thirty (30) calendar days following the Design Consultant's submission of 60% documents for each phase of work.
 - 3. CMAR Contractor will identify any significant deviations from the 30% to the 60% estimate relative to quantities, cost, and schedule. These deviations will be tracked in the Constructability / Drawing Review log. A suggested action plan will be provided to realign the project with the budget.
 - 4. CMAR contractor will participate in design team meetings.
 - 5. CMAR contractor shall provide recommendations for construction phasing.
 - 6. CMAR contractor shall assist with Facility layout.

4. GMP

- a. GMP Development
 - i. At ninety percent (90%) completion of the construction documents for each phase of construction, the CMAR Contractor shall submit the Guaranteed

Maximum Price (GMP) estimate in open book format within sixty (60) calendar days of receipt of the ninety percent (90%) contract documents for each Preconstruction Phase. The open book estimate will include the cost broken down by WBS and show a breakdown of labor, equipment, subcontractor, and material cost.

- ii. GMP cost estimate will include a detailed summary of general conditions, general requirements, insurance, bonds, fees, cost of the work, and actual subcontractor proposals.
- iii. Subcontractor quotes will be tabulated with detailed scope completeness and accuracy with a best value evaluation for inclusion in the project.
- iv. GMP will include assumptions and qualifications.
- v. Assumptions and qualifications shall also be logged and tracked on the assumptions log.

5. Value Engineering and Constructability

- a. CMAR Contractor shall hold a Value Engineering and Constructability Workshop in conjunction with the submission of the 30% and 60% design milestone for each phase of work.
 - i. CMAR Contractor shall supply a detailed list of value engineering options including estimated cost and schedule impacts.
 - ii. Value Engineering items shall be tracked on Garney's VE Log.
 - iii. Constructability items shall be tracked on Garney's Constructability / Drawing Review Log.
- b. As part of the Value Engineering Program, the CMAR Contractor shall
 - i. Maintain a VE Log and provide access to owner and engineer. Log will address:
 - 1. Constructability
 - 2. Material Availability
 - 3. Supply Chain Issues
 - 4. Qualified trades for specialized systems
 - 5. Cost / benefit analysis for various project systems
 - 6. Construction means and methods.
 - 7. Budget / schedule impacts as each phase of the project is developed to insure completion of contract documents within budget and schedule limitations.

6. Procurement

- a. When drawings and specifications for the Project are at ninety percent (90%), the CMAR Contractor shall begin preparation of the GMP for construction of the Project. During development of the proposed GMP proposal and during subsequent negotiations as appropriate or as requested, the CMAR Contractor shall:
 - i. Prepare written bid packages with the Project Team. Packages shall be comprehensive, complete and shall cover all aspects of the assigned bid division or definition of work.
 - ii. Work with the City to identify qualified vendors. Prepare bidders' list identifying a minimum of three firms to bid for each bid package using local subcontractors where possible.

- iii. The CMAR Contractor will comply with all applicable laws, regulatory agency requirements, grant, revenue bond, and loan requirements. CMAR Contractor shall work with the City, Design Consultant, and FDEP SRF Loan Manager and obtain approval of the process used for noticing, accepting, and awarding subcontracts for all trades.
- iv. The CMAR Contractor shall carry out an active program of stimulating interest of qualified local contractors, including minority contractors, in bidding on the work and of familiarizing those bidders with the requirements of this Project. City has the right to reject minority contractors due to past experiences.
- v. Identify long-lead material and equipment and identify early-out packages that may reduce project schedule and cost.

7. Construction

- a. Following execution of a contract with a mutually agree upon GMP, for each phase, the CMAR Contractor shall become the General Contractor.

EXHIBIT B

Phase No. 1: New Treatment Plant Headworks and Master Lift Station (Preliminary Schedule)

Task No.	Tasks	Start Date*	Duration**	Unit	Days**	End Date*
1	CPH Provides 30% Submittal to CMAR Contractor	1/25/2024	1.50	Months	47	3/12/2024
2	City/CMAR Reviews 30% Submittal and Provides Comments; CMAR Prepares 30% Estimate	3/12/2024	1.50	Months	47	4/28/2024
3	CMAR/CPH/City Workshops, Value Engineering and Constructability Reviews - Will Occur Sometime within this Timeframe	3/12/2024	2.00	Months	62	5/13/2024
4	CPH Prepares 60% Submittal including revision/updates from City/CMAR (30% Comments)	3/26/2024	1.50	Months	47	5/12/2024
5	City/CMAR Reviews 60% Submittal and Provides Comments; CMAR Prepares 60% Estimate	5/14/2024	1.50	Months	47	6/30/2024
6	FDEP Permit Submittal - Submission, FDEP Review, RAI and RAI Response, Permit Issuance	5/14/2024	4.00	Months	124	9/15/2024
7	City/CPH/CMAR Reviews 60% Estimate (Workshop)	5/28/2024	0.30	Months	9	6/6/2024
8	CMAR to Bid Early Work Packages - Drum Screens, MLS Pumps, Electrical, I&C	6/6/2024	1.75	Months	54	7/30/2024
9	CPH Prepares 90% Submittal including revision/updates from City/CMAR (60% Comments)	6/6/2024	1.00	Months	31	7/7/2024
10	CPH QA/QC of 90% Submittal Documents	7/7/2024	0.22	Months	7	7/14/2024
11	Submit 90% Design Documents to City/CMAR - CMAR Prepares 90% Estimate	7/14/2024	1.50	Months	47	8/30/2024
12	City/CMAR Reviews 90% Design Documents followed by a Final Review Workshop	7/14/2024	0.50	Months	16	7/30/2024
13	CMAR to Bid Out Work Packages, CPH to Finalize Contract Drawings and Specifications (100%) for Distribution	7/30/2024	1.00	Months	31	8/30/2024
14	CMAR to Prepare and Submit GMP 1 To City	8/30/2024	2.00	Months	62	10/31/2024
15	City and CPH to Review GMP 1, Provide and Comments to CMAR, Submit to Commission, then Execute GMP 1	10/31/2024	1.00	Months	31	12/1/2024
16	Phase 1 Construction NTP Issued	12/15/2024		Months		

* Start and Finish Dates subject to change based on actual events and supply chain schedules

** Duration dates are preliminary and are subject to change based on actual events

Phase No. 2: Back-End of New Treatment Plant - SC Flow Splitter Box thru Transfer Pump Station (Preliminary Schedule)

Task No.	Tasks	Start Date*	Duration**	Unit	Days**	End Date*
1	CPH Provides 30% Submittal to CMAR Contractor	2/2/2024	1.50	Months	47	3/20/2024
2	City/CMAR Reviews 30% Submittal and Provides Comments; CMAR Prepares 30% Estimate	3/20/2024	2.00	Months	62	5/21/2024
3	CMAR/CPH/City Workshops, Value Engineering and Constructability Reviews - Will Occur Sometime within this Timeframe	3/20/2024	3.00	Months	93	6/21/2024
4	CPH Prepares 60% Submittal including revision/updates from City/CMAR (30% Comments)	4/3/2024	3.00	Months	93	7/5/2024
5	City/CMAR Reviews 60% Submittal and Provides Comments; CMAR Prepares 60% Estimate	7/7/2024	2.00	Months	62	9/7/2024
6	Obtain FDEP Permit	7/7/2024	1.50	Months	47	8/23/2024
7	City/CPH/CMAR Reviews 60% Documents (Workshop)	7/21/2024	0.33	Months	10	7/31/2024
8	CMAR to Bid Early Work Packages - Phase Equipment, Electrical, I&C	7/31/2024	2.00	Months	62	10/1/2024
9	CPH Prepares 90% Submittal including revision/updates from City/CMAR (60% Comments)	7/31/2024	2.00	Months	62	10/1/2024
10	CPH QA/QC of 90% Submittal Documents	10/1/2024	0.22	Months	7	10/8/2024
11	Submit 90% Design Documents to City/CMAR - CMAR Prepares 90% Estimate	10/8/2024	1.33	Months	41	11/18/2024
12	City/CMAR Reviews 90% Design Documents followed by a Final Review Workshop	10/8/2024	0.50	Months	16	10/24/2024
13	CMAR to Bid Out Work Packages, CPH to Finalize Contract Drawings and Specifications (100%) for Distribution	10/24/2024	2.00	Months	62	12/25/2024
14	CMAR to Prepare and Submit GMP 2 To City	12/25/2024	2.00	Months	62	2/25/2025
15	City and CPH to Review GMP 2, Provide and Comments to CMAR, Submit to Commission, then Execute GMP 2	2/25/2025	0.85	Months	26	3/23/2025
16	Phase 2 Construction NTP Issued	4/6/2025		Months		

* Start and Finish Dates subject to change based on actual events and supply chain schedules

** Duration dates are preliminary and are subject to change based on actual events

Phase No. 3: Future Grit Removal through BNR System (Conceptual Schedule) *

Task No.	Tasks	Start Date**	Duration***	Unit	Days***	End Date**
1	CPH Provides 30% Submittal to CMAR Contractor	5/15/2024	3.60	Months	112	9/4/2024
2	City/CMAR Reviews 30% Submittal and Provides Comments; CMAR Prepares 30% Estimate	9/4/2024	1.00	Months	31	10/5/2024
3	CMAR/CPH/City Workshops, Value Engineering and Constructability Reviews - Will Occur Sometime within this Timeframe	9/4/2024	1.00	Months	31	10/5/2024
4	CPH Prepares 60% Submittal including revision/updates from City/CMAR (30% Comments)	9/18/2024	1.25	Months	39	10/27/2024
5	City/CMAR Reviews 60% Submittal and Provides Comments; CMAR Prepares 60% Estimate	10/29/2024	1.00	Months	31	11/29/2024
6	Obtain FDEP Permit (May need permit modification if Kruger and Lakeside Equipment Used for Treatment)	10/29/2024	1.50	Months	47	12/15/2024
7	City/CPH/CMAR Reviews 60% Estimate (Workshop)	11/12/2024	0.30	Months	9	11/21/2024
8	CMAR to Bid Early Work Packages - BNR Equipment, Electrical, I&C	11/21/2024	1.75	Months	54	1/14/2025
9	CPH Prepares 90% Submittal including revision/updates from City/CMAR (60% Comments)	11/21/2024	1.00	Months	31	12/22/2024
10	CPH QA/QC of 90% Submittal Documents	12/22/2024	0.22	Months	7	12/29/2024
11	Submit 90% Design Documents to City/CMAR - CMAR Prepares 90% Estimate	12/29/2024	1.13	Months	35	2/2/2025
12	City/CMAR Reviews 90% Design Documents followed by a Final Review Workshop	12/29/2024	0.50	Months	16	1/14/2025
13	CMAR to Bid Out Work Packages, CPH to Finalize Contract Drawings and Specifications (100%) for Distribution	1/14/2025	1.00	Months	31	2/14/2025
14	CMAR to Prepare and Submit GMP 3 To City	2/14/2025	2.00	Months	62	4/17/2025
15	City and CPH to Review GMP 3, Provide and Comments to CMAR, Submit to Commission, then Execute GMP 3	4/17/2025	1.00	Months	31	5/18/2025
16	Phase 3 Construction NTP Issued	6/1/2025		Months		

* This schedule is conceptual as the type of work to be completed in this phase and is a function of the following: (1) overall project cost; (2) how many new BNR trains and EQ Basins will be built; (3) will the existing Kruger Basins continue to be used and what improvements are required; (4) will the new aerobic digesters be constructed or will modifications to the existing east Lakeside oxidation ditch be required; (5) where will the screw press system be installed - in new location or next to the existing belt press; (6) will reclaimed water ground storage tanks and a new reclaimed water distribution pump station be included (function of grants); (7) will a new Operations Building be designed and included in this phase; (8) are there any significant electrical, controls, instrumentation and SCADA modifications necessary; (9) etc.

** Start and Finish Dates subject to change based on actual events and supply chain schedules

*** Duration dates are preliminary and are subject to change based on actual events

Notes. 1. This schedule assumes that the BNR treatment system, currently evaluated and defined by CPH, LLC and approved by City Staff (BIODENIPHO) is used in the final design of the project

2. This schedule assumes the selection of the screw press (PW Tech), evaluated and recommended by CPH, LLC (high performance unit, lowest capital cost) will be used in the final design of the project.

3. This schedule is based on the availability of funding to complete the anticipated project work.



WILDWOOD WRF BNR IMPROVEMENTS

EXHIBIT C - PRECONSTRUCTION FEE SCHEDULE

Phase 1 Preconstruction - (New WRF Headworks)

30% CMAR Preconstruction Services	\$	51,000
60% CMAR Preconstruction Services	\$	75,000
90% / GMP CMAR Preconstruction Services	\$	87,000
Totals	\$	213,000

Phase 2 Preconstruction - (Back-end of New WRF)

30% CMAR Preconstruction Services	\$	152,000
60% CMAR Preconstruction Services	\$	126,000
90% / GMP CMAR Preconstruction Services	\$	107,000
Totals	\$	385,000

Phase 3 Preconstruction - (New BNR System)

30% CMAR Preconstruction Services	\$	82,000
60% CMAR Preconstruction Services	\$	126,000
90% / GMP CMAR Preconstruction Services	\$	98,000
Totals	\$	306,000

Wildwood WRF Preconstruction Fee	\$	904,000
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WILDWOOD WRF BNR IMPROVEMENTS

Preconstruction Allowances

Partnering

Partnering Session #1	\$	5,000
Partnering Allowance	\$	5,000

Site Inspection Allowance

Potholing and Utility Locates	\$	10,000
Site Inspection Allowances	\$	10,000

Early Procurement Activities including Process Equipment submittals

Electrical Equipment Selection and Submittals	\$	15,000
Disc Filters Selection and Submittals	\$	15,000
Clarifier Selection and Submittals	\$	15,000
Generator Selection and Submittals	\$	15,000
Pumping Equipment Selection and Submittals	\$	15,000
Early Procurement and Construction Services Allowances	\$	75,000

Wildwood WRF Allowances	\$	90,000
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Note: Indirect costs are included within the allowances totals above. Allowances will be adjusted to the actual costs incurred. Unused amounts will be returned to Wildwood.

Exhibit D – Insurance Requirements

10. STANDARD INSURANCE REQUIREMENTS

10.1 General

The CMAR shall maintain, on a primary basis and at its sole expense, at all times while performing work for the City, the "Standard Insurance Requirements" described herein. Prior to commencement of any work being done for the City, a COI will be required. Work is defined as any service provided to the City by the CMAR who must access City property in order to provide the service(s). The requirements contained herein, as well as the City's review or acknowledgment, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CMAR under this Contract.

10.2 Financial Rating of Insurance Companies

All insurance companies must have a financial rating of A or higher by A.M. Best Company, Inc., except for self-insured insurance companies.

10.3 Commercial General Liability Insurance

The CMAR shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability.

10.4 Business Automobile Liability Insurance

The CMAR shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned, non-owned and hired automobiles. In the event the CMAR does not own automobiles, the CMAR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.5 Worker's Compensation Insurance and Employers Liability Insurance

The CMAR shall maintain its own Worker's Compensation Insurance and

Employers Liability in accordance with Florida Statute Chapter 440. ***NOTE - Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis.***

10.6 Umbrella or Excess Liability Insurance (Required for Large Contracts)

The CMAR shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The CMAR shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the City is automatically defined as an additional protected person.

10.7 Professional or Errors and Omissions Liability Insurance (When Applicable)

The CMAR shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than **\$2,000,000**. The CMAR shall endorse the City as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance. In the event of any delegated design, CMAR shall utilize the PL or E&O insurance of the CMAR's consultant.

10.8 Additional Insured

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

In addition, the CMAR shall endorse the City and Project Engineer as an Additional Insured under the CMAR's Commercial Umbrella/Excess Liability as required herein.

10.9 Indemnification

Pursuant to Section 725.06(2), Florida Statutes, the CMAR shall indemnify and hold harmless the City, 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 intentional wrongful misconduct of the CMAR and persons employed or utilized by the

CMAR in the performance of this Agreement.

10.10 Deductibles, Coinsurance Penalties, and Self-Insured Retention

The CMAR shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the City, the CMAR shall, when requested by the City, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

10.11 Waiver of Subrogation

The CMAR shall provide a Waiver of Subrogation in favor of the City, subconsultant, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the CMAR to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CMAR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the CMAR enter into such an agreement on a pre-loss basis.

10.12 Right to Revise or Reject

The City reserves the right, but not the obligation, to review and revise any insurance requirement, including, but not limited to, the amount and nature of deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the City shall provide the CMAR written notice of such revisions or rejections. Furthermore, revisions may be made during future negotiations related to the Agreement.

10.13 No Representation of Coverage Adequacy

The coverages, limits or endorsements required herein protect the primary interests of the City, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the CMAR against any loss exposures, whether as a result of the Project or otherwise.

10.14 Certificate(s) of Insurance (COI)

The CMAR shall provide the City with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the City is notified that a required insurance coverage will cancel or expire during the period of this Contract, the CMAR agrees to furnish the City prior to the expiration of such insurance, a new Certificate of Insurance (COI) evidencing replacement coverage. When notified by the City, the CMAR agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting the CMAR from entering the WRF Project site until a new COI is provided to the City evidencing the replacement coverage. The CMAR agrees the City reserves the right to withhold payment to the CMAR until evidence of reinstated or replacement coverage is provided to the City. If the CMAR fails to maintain the insurance as set forth herein, the CMAR agrees the City shall have the right, but not the obligation, to purchase replacement insurance, and the CMAR agrees to reimburse any premiums or expenses incurred by the City.

The CMAR agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured - City's, Lessees, or Consultants, or CG 2026 Additional Insured - City's, Lessees, or Contractors - Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the City is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable,

Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.

3. Clearly identify each policy's limits, flat and percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum ten (10) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

City of Wildwood
100 North Main
Street Wildwood,
FL 34785

The CMAR shall be responsible for all of the CMAR's sub-consultants if applicable, and their insurance.

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

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

The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy, unless it is clearly stated in a future agreement that the City has agreed to have said deductible enumerated accordingly in a GMP. The payment of such deductible shall be the sole responsibility of the CMAR and/or CMAR's subconsultant providing such insurance.

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

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

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Request for Approval of New Finance Position(s)

REQUESTED ACTION: Staff recommends approval of authorizing new position(s) in the Finance Department.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT: The Finance salaries and benefits line items would be impacted. The budget impact for FY24 is dependent upon the timing of hiring the currently vacant Purchasing Specialist position.

HISTORY/FACTS/ISSUES:

Please see the attached memo for information related to staffing needs in the Finance Department.



Memorandum

To: Jason McHugh, City Manager
From: Cassandra Smith, Assistant City Manager/CFO
Date: January 18, 2024
Re: Finance Staffing

Jason,

As you are aware, in the FY 24 budget the Human Resources Department was approved to add a new position to assist with their increasing workload. As the new year approached, Payroll Specialist Alice Borrack expressed a desire to take advantage of extending her DROP program which had recently been authorized by the State of Florida. At the time, we had hired a replacement for Alice's position, so we created a plan to have Alice transition into the new HR position.

Since making that decision it has become evident that the original plan is placing stresses on both HR and Finance. HR is not receiving enough help and Finance is seeing a need to extend Alice's tenure in the Payroll Specialist position to continue training our new hire. It has also become evident that the increasing number of employees in the City is creating the need for an additional person in the payroll process.

Alice's position in Finance was only budgeted for ½ year in FY24 due to the intention of moving to HR mid-year. I would like to request that Alice's position be reinstated for the full year and be budgeted in future years, in effect authorizing two full-time payroll specialist positions. Alice will be with the City an additional three years, and something that we will investigate during that time is opportunities to automate the payroll process to reduce its current manual nature. If automating is successful, we may have an opportunity to reduce the payroll staffing in the future, but that will be evaluated at a later date.

The funding for continuing 2 Payroll Specialist positions through FY24 will partially be covered by the delay in hiring the approved Purchasing Specialist position. Any shortfall in funding would be identified and included in the April budget amendment.

If approved, HR will immediately post their approved position to get the help that they desperately need. In conjunction with this request, I suggest that the payroll specialists move their offices to the annex where they can assist with HR activities and have the privacy needed for sensitive payroll information.

I also ask that you begin consideration of adding an additional position to Finance mid-year. The accounting functions are continually increasing, and it is difficult to keep up with the workload. The Assistant Finance Director, Lynzey McClellan, who has been leading the department for two years, needs help with higher accounting functions and budgeting. She needs higher-level support in order to advance the Department's capabilities.

Thank you for your continued support of the Finance Department. If you have any questions regarding my requests feel free to contact me.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Update on US 301 Pedestrian Crossing Issue

REQUESTED ACTION: For Information Only

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

At the request of the City Commission during the December 11, 2023 City Commission meeting, Staff has researched potential third-party vendors to assist with shuttling pedestrians across US 301. The attached memo discusses the results of the research and describes the general observations to date with the crossing situation.



Memorandum

To: Jason F. McHugh, City Manager
From: Gabriella Ascione, Executive Assistant to City Manager
Date: January 22, 2024
Re: Parking Garage Construction Crossing U.S. 301 Update Memo

Good afternoon,

At the request of the City Commission, I have thoroughly researched and exhausted all modes of transportation to aid residents in crossing U.S. 301 during the construction of the downtown parking garage project. Construction is expected to take approximately 10 months to complete, and as a result, parking availability on the west side of U.S. 301 has significantly decreased.

Freebee, at the suggestion of Commissioner Elliott, is a completely electric, free ride service available in certain locations throughout the state of Florida and in Virginia Beach, Virginia. Currently, Freebee is operational in the Miami area, St. Pete Beach, Kissimmee, Bradenton, Dunedin, and Ft. Pierce, however there are no plans for the program to expand into Sumter County at this time.

Several local third-party transportation companies were contacted, and quotes were received for a continuous shuttle to run during peak hours, 10:00am-4:00pm, Monday-Friday. Of the nine companies contacted, five companies responded with interest, and ultimately two companies could accommodate the request. Rates range from \$110 hourly for a fourteen-passenger van to \$165 hourly for a thirty-five-passenger bus with a minimum of six hours per day, running on a continuous pick-up schedule every 15-30 minutes. Contracting with a third-party transportation company would incur an approximate \$145,000.00 to \$217,000.00 impact to the budget.

City Hall staff have observed residents crossing U.S. 301 during peak times. Linda Piotrowicz, Public Engagement Specialist, has been in constant communication with local businesses keeping them abreast of the latest news and updates and listening to their concerns. After speaking with Randall Parmer, Police Chief, he has not been made aware of any major issues either. The consensus is that people are crossing U.S. 301, but it is not an epidemic at this time.

The safety of our residents and the success of the local businesses in our community remain one of our top priorities. I am open to discussing and further exploring any ideas in order to find a mutually beneficial solution for the city, our local businesses, and the residents of Wildwood.

Regards,

A handwritten signature in black ink that reads "Gabriella Ascione". The script is cursive and fluid, with the first name and last name clearly distinguishable.

Gabriella Ascione

Company Name	Contact	Contact Information
Workman Transportation	Scott Workman	scott@workmantransportation.com
Village VIP Transportation LLC	Andrew Pollinger	352-233-6756 admin@villagevip.net
Villager Stage Coach	Mark	villagerstagecoach.com
Black Coach Express	---	blackcoachexpress@gmail.com
Groome Transportation	---	(352) 539-9664
Lamers	---	352-461-0980
Hurricane Transport LLC	---	352.286.9138
Yankee Trails	---	(352) 633-4643
Mr. Taxi Express Transportation		(352) 365-2676

Type of Vehicle	Quote
35 passenger bus	6 hours per day \$110/hr or \$660/day
14 passenger van	Monday-Friday \$165/hour and minimum 6 hours/day Shuttle runs every 15-30 minutes
---	Cannot accommodate large groups
---	Cannot accommodate large groups
---	Cannot accommodate large groups
---	Did not respond to inquiry
---	Did not respond to inquiry, primarily medical related services offered
---	Did not respond to inquiry, primarily offers vacation packages and trips
---	Website advertises weekly shuttle rates, no response

**CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY**

SUBJECT: Local 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 update on the local construction projects.

Local Infrastructure Projects
Construction Update
January 17, 2024

Updates Shown in Red

1. City Water Projects

- a. *CR 209 Water Main - Phase 2&3 and CR 462 Line Relocation*
 - i. Project included in the Developer's Agreement with Twisted Oaks
 - i. Portion of Phase 3 (Highfield development) will be included in a Developer's Agreement modification with Kolter – Documents received from Kolter and are under review.*
 - ii. KHA submitted ROW permit for CR-462 crossing to Sumter County
 - iii. KHA provided Plan Revision #1 to Hughes Brothers and Kolter
 - ii. KHA coordinating with Hughes Brothers to include the water line relocation at the intersection of CR 462 and US 301 due to the new intersection alignment

- b. *Ashley Well and Water Use Permit Modification*
 - i. Well Pump #2 Installation:
 - i. Sawcross - \$277,00
 - ii. Notice to Proceed – October 16, 2023
 - iii. Substantial Completion: January 14, 2024*
 - iv. Final Completion: February 13, 2024*
 - v. Under construction; Contractor is asking for additional time (34 days) due to delay in setting the pump; Negotiating Change Order*
 - ii. Well Construction:
 - i. Citrus Well Drilling
 - ii. All testing completed and received
 - iii. COMPLETE*
 - iv. Awaiting final pay application*

- c. *Coleman WTP- Iron Filtration and High Service Pump Upgrades*
 - i. Construction Plans for iron filtration, electrical upgrades, and pump upgrades completed
 - i. KHA water quality improvements recommendation letter received on April 25th
 - ii. Work Authorization to increase scope of project to relocate chlorine injection, tank, cover, and caustic and corrosion inhibitor dosing approved at the November 13, 2023 Commission meeting
 - iii. Targeting March bid date

2. City Wastewater Projects

- a. *Water Reclamation Facility*
 - i. CPH designing the expansion of the new plant to 8 MGD
 - ii. Commission moved to build 4 MGD new plant and maximize the capacity of the existing plant; both will be AWT with a total capacity estimated at 5.5 MGD
 - iii. City Commission awarded CMAR contract to Garney
 - iv. **Preconstruction Agreement scheduled for consideration by the City Commission on January 22, 2024 Commission meeting**
- b. *SR 44 Forcemain and CR 219 Lift Station Upgrades*
 - i. Funded by Sumter County (ARPA funds)
 - ii. BOCC to consider bid award to Art Walker Construction at the November 14, 2023 meeting
- c. *Osceola Forcemain/St. Claire Lift Station Rehab (Huey Street Reroute)*
 - i. FDEP Permit received
 - ii. Low bidder – Art Walker - \$1,077,760.62
 - iii. Project over budget
 - iv. **Staff to self-perform aspects of the lift station upgrades; Art Walker in agreement to move forward at a reduced scope**
 - v. **City Commission to award the bid and approve a concurrent Change Order to reduce the scope to only install the forcemain. Scheduled for the January 22, 2024 City Commission meeting**
- d. *Millennium Park Reclaimed Water Line Extension*
 - i. Pump Station design at RIBS site – 90% complete
 - i. Waiting on final electrical plans
 - ii. Decision made to not include pumps and equipment in a newly constructed building
 - ii. Reclaimed line design – 60% complete
 - i. Phase 1 (Millennium Park)
 - i. **COMPLETE**
 - ii. Phase 2: St. Claire Street
 - i. **DB Civil - \$524,828.60**
 - ii. **Coordinating construction schedule and contracts with contractor**
 - iii. Phase 3: Broken Oak Drive
 - i. Southern Times Services, LLC - \$397,930.10
 - ii. **Construction Progress: 77%**
 - iii. **Substantial Completion forthcoming**
 - iv. **Pay App No. 3 in the amount of \$23,446.25 on the January 22, 2024 City Commission meeting**
 - iv. 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
 - v. Phase 5: Solamar
 - i. Easement Agreement including installation of reuse main scheduled for February 12, 2024 City Commission meeting
 - vi. Phase 6: Turkey Run Development and North
 - i. Easement on The Villas property received
 - ii. Coordinating easement D32-093 (Dixon – Cassablanca)
 - iii. Coordination route through Turkey Run/Inspiration Drive; developer unresponsive
- e. *SR 44 Forcemain – Decommissioning of the Continental Country Club WWTF*
 - i. DB Civil - \$3,434,899
 - i. NTP – October 16, 2023
 - ii. Final Completion – May 13, 2024
 - iii. Construction Progress – 30%
 - iv. FDOT permitting to be finalized upon completion of sidewalk improvement; FDOT sidewalk project delayed – will cause a delay in the installation of the forcemain along SR 44
 - v. Owner Direct Purchase of equipment approved at the September 11, 2023 Commission meeting; Purchase Orders sent to contractor
 - vi. Pay Application No. 3 in the amount of \$740,408.36 on the January 22, 2024 Commission agenda

3. City Projects (Other)

- a. *Millennium Park Phase I and II*
 - i. Commission approved the intent to award bid to Blackwater at the October 23, 2023 Commission meeting
 - i. Notice to proceed issued
 - ii. Preconstruction meeting held January 12, 2024
 - iii. Contractor to mobilize in March (coordinating to minimize conflicts with planned events at the park)
 - ii. Coordination with Parkview for Stormwater/Reuse pond:
 - i. Joint pond
 - i. Coordinating lighted pathway and new tie-in location around the joint pond
- b. *Dr. Martin Luther King Jr. Park Improvements*
 - i. Recreation and Outreach Center
 - i. OLC Design contract approved at the 5/22 City Commission meeting
 - ii. Design progress – 30% plans under review
 - iii. Construction funding programmed for FY 25

- c. *Lake Deaton Pier Renovation*
 - i. Fender Marine Construction, Inc - \$222,890
 - ii. Commission approved Change order to include the repair to the boat ramp
- d. *Downtown Master Plan Related*
 - i. Coordinating with FDOT on Complete Streets Project
 - i. Development Services Department working directly with FDOT on Complete Street application
 - i. Included in FDOT's 5 Year Work Plan
 - ii. Project may require a 50% match
 - ii. Christian Worship Center
 - i. Purchase Agreement for building approved by seller; now in due-diligence phase; closing by April 1, 2024
 - iii. Commercial Properties
 - i. City Attorney coordinating real estate closing with G3 development; removing TIF deed from FDOT
 - ii. G3 held pre-application meeting with Development Services for November 15, 2023
 - iii. Site plan application submitted to Development Services Department in December; currently in the review process
 - iv. Parking Garage
 - i. Parking lot shut down
 - ii. Coordinating FINFROCK's mobilization
 - iii. Mass grading permit under review

4. City Road and Drainage Projects

- a. FY 24 Pavement Activities
 - i. Updating Pavement Management Plan
 - ii. Commission to consider FY 24 activities after January 1, 2024
- b. Oak Grove Village Drainage Improvement
 - i. Property acquired to facilitate drainage project; trailer removed
 - ii. Geotechnical work is underway; survey work is completed
 - iii. Coordinating bid date
- c. *Signature Drive and Clay Drain Road*
 - i. PES adopted by the City Commission on October 11, 2021
 - ii. FDOT permit comments received
 - iii. SWFWMD permit obtained
 - iv. KHA working on 90% design plans; submittal expected this month
- d. *Pleasantdale Drive Improvements (Road, Utilities, and Drainage)*
 - i. DB Civil Construction for \$1,208,827
 - ii. Coordinating final completion

iii. Pay App. No 6 in the amount of \$163,489.82 approved at the December 11, 2023 Commission meeting

e. Jackson Street (Utilities, Roadway, and Drainage)

- i. KHA design work approved at the November 22, 2021 Commission meeting*
- ii. KHA finalizing FDR mix report*
- iii. Awaiting OPC and 90% plans*
- iv. Decision to bid project during mid-year budget report in April*

f. Barwick Street Improvements:

- i. KHA design contract approved at the April 26, 2021 Commission meeting*
- ii. Purchase Agreement for stormwater pond approved by seller; now in due-diligence phase; closing by April 1, 2024*
- iii. KHA incorporating stormwater pond into design*
- iv. Second pond (near Osceola Rd.) - waiting for city-initiated foreclosure to finish; appraisal for adjacent property received*

g. Huey Street Improvements (Utilities, Roadway, Drainage)

- i. KHA design contract approved at the April 26, 2021 Commission meeting*
- ii. Commission approved agreement with SCSB on 12/12/2022 for shared pond locations*
- iii. Pond and parking lot (Across from Elementary School)*
 - i. Construction Progress – 80%*
 - ii. Pay App No. 3 in the amount of \$48,527.94 on the January 22, 2024 City Commission meeting agenda*
- iv. Roadway*
 - i. KHA preparing FDR mix design and permit*
 - ii. Finalizing drainage plans and report*
 - iii. Added scope to include stormwater pipe along Old Wire Road*