



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

December 9, 2024 9:00 AM

City Hall Commission Chamber

100 N Main Street

Persons with disabilities or language barriers needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 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 8, 2024 SPECIAL COMMISSION MEETING*

C. *MINUTES FOR APPROVAL: OCTOBER 14, 2024 REGULAR MEETING*

- D. *EXTENSION OF SITE PLAN APPROVAL SP 2208-006 WOODSPRING SUITES WILDWOOD*
- E. *EXTENSION OF SITE PLAN APPROVAL SP 2205-006 CHESTERFIELD VILLAGE PLAZA PHASE 2*

F. *BUDGETED FINANCIAL ITEMS*

- 1. *PURCHASE OF A 60 HP EMERGENCY TRANSFER PUMP FROM XYLEM FOR THE AMOUNT OF \$65,286.85*

3. Presentations and/or Proclamations

4. Public Hearings - Timed - Legislative

A. *SWEAR IN CITY STAFF AND PUBLIC SPEAKERS*

- B. *ORDINANCE NO. O2024-69 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

CP 2410-001 Greatest American Hero

Parcel D19-067

The applicant is seeking approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Agricultural (County) to Low Density Residential (City) for the parcel listed above on 5 acres MOL. The request is accompanied by rezoning request RZ 2410-001 (O2024-69).

The Special Magistrate recommends approval with the condition that the applicant constructs one (1) single-family residence.

- C. *ORDINANCE NO. O2024-76 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

CP 2409-001 Indian Oaks Self Storage

Parcel K09A020

The applicant is seeking approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agricultural (Sumter County) to Commercial (City) for the

parcel listed above on 10.02 acres MOL. This request is accompanied by a rezoning request RZ 2409-001 (O2024-77).

Special Magistrate recommends approval.

5. Public Hearings - Timed - Quasi-Judicial

- A. ***ORDINANCE NO. O2024-70 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

RZ 2410-001 Greatest American Hero

Parcel D19-067

The applicant seeks approval from the City Commission for a Zoning Map amendment to change the zoning district from RR5C (County) to R-1 (City) for the parcel listed above on 5 acres MOL. This request is accompanied by small-scale comprehensive plan amendment request CP 2410-001 (O2024-69).

The Special Magistrate recommends approval with the condition that the applicant constructs one (1) single-family residence.

- B. ***ORDINANCE NO. O2024-77 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

RZ 2409-001 Indian Oaks Self Storage

Parcel K09A020

The applicant seeks favorable approval from the City Commission for a Zoning Map amendment to change the zoning district from RR5C (County) to C-2 (City) for the parcel listed above on 10.02 acres MOL. This request is accompanied by a small-scale comprehensive plan amendment request CP 2409-001 (O2024-76).

Special Magistrate recommends approval.

- C. ***ORDINANCE NO. O2024-79 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.182 ACRES LOCATED AT 102 GATOR CT., IN SECTION 27, 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 2410-005 Floeter House

The applicant, Auqa Cops Inc., on behalf of the owner, Matthew R. Floeter has submitted a voluntary annexation application for parcel G27B010. The property to be annexed totals 0.182 acres MOL and is located at 102 Gator Ct.

Staff recommends approval.

6. Public Forum - 4 minute time limit

7. Ordinances First Reading Only (No Vote)

- A. ***ORDINANCE NO. O2024-83 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 4.82 ACRES GENERALLY LOCATED APPROXIMATELY 0.38 MILES WEST OF THE CR 134 AND E C 462 INTERSECTION, SOUTH ALONG CR 134, IN SECTION 5, 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 2410-004 Kylie Annexation

Parcel G05-258

The applicant/owners Shirley A. Rhoton and Debra Lee Angell Drawdy have submitted a voluntary annexation application for parcel G05-258 on 4.82 acres, MOL.

Staff recommends approval.

8. Resolutions for Approval

9. Financial & Contracts & Agreements

- A. *PAY APPLICATION NO. 9 AND CHANGE ORDER REQUEST - MAIN STREET PARKING GARAGE*
- B. *AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH JONES EDMUNDS FOR ASSET MANAGEMENT SYSTEM DEVELOPMENT*
- C. *CEPRA RIGHT-OF-WAY MAINTENANCE CONTRACT RENEWAL IN THE AMOUNT OF \$79,348.80*
- D. *LAKE DEATON PIER IMPROVEMENT PROJECT PAY APPLICATION 4 RETAINAGE IN THE AMOUNT OF \$20,210.23*

E. *100 OAKS DEVELOPER'S AGREEMENT*

10. General Items for Consideration/Discussion and Other Business

11. Appointments

A. *WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY GOVERNING BOARD*

12. City Manager Reports

A. *FY25 AD VALOREM TAX FLYER*

B. *DECEMBER MEETING CANCELLATION*

C. *DISTINGUISHED BUDGET PRESENTATION AWARD FROM GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA)*

13. Other Department Reports

A. *NPDES MS4 CYCLE 1 YEAR 3 REPORT*

B. *FLEET SERVICES QUARTERLY DEPARTMENT REPORT*

14. Commission Members Reports

15. City Attorney Reports

16. Adjournment

Upcoming Events

December 14, 2024 - Community Garden Fall Harvest Day at Clarke Park from 9am to 11am

December 16, 2024 - Mondays with the Manager at City Hall from 7:30am to 8:30am

December 20, 2024 - Cookies with Santa at the Wildwood Community Center from 5pm to 8pm

December 23, 2024 - City Commission Meeting at City Hall at 7pm - TBD

December 9, 2024 9:00 AM

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Revenue Account Range: First to zzz-zzz-zzzz

Include Non-Anticipated: No

Year To Date As Of: 12/31/24

Expend Account Range: First to zzz-zzz-zz-zzzz

Include Non-Budget: No

Print Zero YTD Activity: No

Prior Year: Thru 09/30/24

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
001-311-1000	AD VALOREM TAXES	16,456,763.87	18,515,900.00	4,019,705.60	14,496,194.40-	22
001-312-4100	LOCAL OPTION GAS TAX	1,146,258.46	1,237,500.00	118,554.21	1,118,945.79-	10
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	4,339,194.35	4,870,300.00	583,678.65	4,286,621.35-	12
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	1,072,269.64	1,155,000.00	144,851.21	1,010,148.79-	13
001-313-1010	FRANCHISE TAX- SECO	1,554,050.55	1,760,000.00	344,855.21	1,415,144.79-	20
001-313-4080	LEESBURG ELECTRIC FRANCHISE FEE	66,911.28	99,000.00	13,359.31	85,640.69-	13
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	310,392.95	396,000.00	76,618.26	319,381.74-	19
001-313-4170	FENNEY WATER CONS AUTHORITY-UTILITY T	0.00	66,000.00	0.00	66,000.00-	0
001-313-4175	GIBSON PLACE WATER CONSERV AUTH FRA	29,972.33	0.00	11,565.39	11,565.39	0
001-313-4180	LEESBURG GAS FRANCHISE FEE	76,378.35	82,500.00	14,546.80	67,953.20-	18
001-313-4185	MIDDLETON WATER CONSERV AUTH FRAN F	23,963.39	15,000.00	5,296.96	9,703.04-	35
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCH	942,922.02	965,000.00	0.00	965,000.00-	0
001-313-4195	MIDDLETON UTILITY CO FRANCHISE FEES	23,501.96	15,000.00	6,518.94	8,481.06-	43
001-313-4196	GIBSON PLACE UTILITY CO FRAN FEES	7,688.57	500.00	7,866.82	7,366.82	***
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE S\	238,066.98	242,000.00	7,521.67	234,478.33-	3
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	427,148.24	385,000.00	69,996.02	315,003.98-	18
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	907,816.64	896,500.00	135,280.97	761,219.03-	15
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	1,449,453.33	1,265,000.00	323,589.36	941,410.64-	26
001-314-3000	UTILITY TAX-WATER SALES	146,548.06	126,500.00	0.00	126,500.00-	0
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	229,645.91	275,000.00	37,000.28	237,999.72-	13
001-314-3003	CENTRAL SUMTER UTILIITY CO. LLC	143,386.51	220,000.00	23,114.62	196,885.38-	11
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	15,633.68	18,700.00	2,209.74	16,490.26-	12
001-314-4030	FERRELLGAS LP	1,743.86	1,500.00	422.79	1,077.21-	28
001-314-4040	CIRCLE K STORES	311.99	200.00	26.59	173.41-	13

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	57,398.27	60,500.00	13,585.98	46,914.02-	22
001-314-4081	LEESBURG GAS UTILITY TAX	122,787.58	99,000.00	24,317.79	74,682.21-	25
001-314-4090	THERMOTANE PROPOANE UTILITY TAX	47.29	0.00	0.00	0.00	0
001-314-4100	INTERCONN RESOURCES LLC	11,988.08	15,000.00	967.37	14,032.63-	6
001-314-4150	CVS	398.98	300.00	8.70	291.30-	3
001-314-4151	AMERIGAS PROPANE	4,572.29	8,000.00	585.76	7,414.24-	7
001-314-4152	LOWE'S PROPANE TAX	1,823.64	2,500.00	355.65	2,144.35-	14
001-314-4153	BLOSSMAN COMPANIES PROPANE TAX	322.84	300.00	41.08	258.92-	14
001-314-4160	TECO-PEOPLES GAS	401,221.17	396,000.00	30,946.42	365,053.58-	8
001-314-4162	GAS SOUTH UTILITY TAX	741.50	440.00	72.94	367.06-	17
001-314-4190	SOUTH SUMTER UTILITY CO UTILITY TAX	256,908.06	187,000.00	0.00	187,000.00-	0
001-314-4191	PUBLIX UTILITY TAX	807.89	1,000.00	67.77	932.23-	7
001-314-4195	MIDDLETON UTILITY CO UTILITY TAX	9,561.15	5,000.00	831.43	4,168.57-	17
001-314-4196	GIBSON PLACE UTILITY CO UTIL TAX	2,471.08	200.00	2,470.61	2,270.61	***
001-314-9010	STATE COMMUNICATIONS TAX	836,621.32	908,000.00	144,582.08	763,417.92-	16
001-331-5000	FEMA GRANT	33,192.46	0.00	0.00	0.00	0
001-335-1200	STATE REVENUE SHARING	952,865.15	1,080,800.00	170,029.91	910,770.09-	16
001-335-1400	MOBILE HOME LICENSES	15,925.56	16,500.00	2,940.12	13,559.88-	18
001-335-1600	STATE BEVERAGE LICENSES	9,661.20	7,500.00	8,067.02	567.02	108
001-335-1800	1/2 CENT SALES TAX	2,184,670.71	2,255,570.00	185,331.84	2,070,238.16-	8
001-339-1010	MIDDLETON UTILITY CO PILOT FEES	3,382.24	3,000.00	900.21	2,099.79-	30
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	687,911.59	759,000.00	72,600.90	686,399.10-	10
001-341-2010	TREE MITIGATION PERMITS	76,470.00	500.00	100.00	400.00-	20
001-347-4000	SPECIAL EVENT PERMIT FEE	0.00	0.00	850.00	850.00	0
001-347-5300	BUILDING RENTAL-WILDWOOD COMMUNITY	143,962.95	70,000.00	20,934.95	49,065.05-	30
001-347-5302	COMMUNITY CENTER-RESERVATION FEES	2,458.90	0.00	2,904.82	2,904.82	0
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CEI	12,251.24	10,000.00	3,541.14	6,458.86-	35

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CEN	2,421.43	1,500.00	161.17	1,338.83-	11
001-347-5307	OUTDOOR BUILDING RENTALS	280.31	100.00	0.00	100.00-	0
001-347-5308	OPEN SPACE RENTALS	1,005.14	800.00	78.14	721.86-	10
001-350-1000	FINES	85,329.42	30,000.00	6,577.37	23,422.63-	22
001-351-1002	CODE ENFORCEMENT	33,515.90	1,500.00	380.27	1,119.73-	25
001-351-3000	POLICE-2ND DOLLAR FUND	7,947.28	2,500.00	576.32	1,923.68-	23
001-361-0000	INTEREST EARNINGS	222,934.18	100,000.00	0.00	100,000.00-	0
001-369-0000	OTHER MISCELLANEOUS REVENUE	4,030.71	5,000.00	732.15	4,267.85-	15
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	18,297.94	18,850.00	4,747.50	14,102.50-	25
001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	19,032.44	18,900.00	0.00	18,900.00-	0
001-369-0050	AUCTION PROCEEDS	3,620.00	10,000.00	0.00	10,000.00-	0
001-369-0052	SPONSORSHIPS	6,000.00	0.00	0.00	0.00	0
001-369-0058	DONATIONS	11,664.25	0.00	100.00	100.00	0
001-369-0075	MULTI-PURPOSE FIELD RENTAL	0.00	0.00	250.00	250.00	0
001-369-0076	BASEBALL FIELD RENTAL	6,568.51	300.00	340.02	40.02	113
001-369-0078	FIELD PREPARATION FEES	1,620.00	500.00	0.00	500.00-	0
001-369-0792	PROGRAM REGISTRATION FEES	39,301.28	30,000.00	8,255.00	21,745.00-	28
001-369-0794	CONCESSION / VENDOR FEES	620.00	0.00	0.00	0.00	0
001-369-0796	SPECIAL EVENT REGISTRATION FEES	30,156.37	15,000.00	570.00	14,430.00-	4
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	7,755.95	3,500.00	405.00	3,095.00-	12
001-369-3700	MISCELLANEOUS POLICE DONATIONS	5,200.00	0.00	0.00	0.00	0
001-369-3748	MISC. GRANTS/VESTS	7,600.00	2,500.00	0.00	2,500.00-	0
001-369-4000	FUEL TAX REFUND	12,909.89	10,000.00	4,610.30	5,389.70-	46
001-380-1000	OTHR FINANCING SOURCE-INSURANCE PRO	21,489.96	0.00	0.00	0.00	0
001-382-1010	TRANSFER FROM INDUSTRIAL PARK	10,000.00	10,000.00	0.00	10,000.00-	0
001-382-1013	TRANSFER FROM LAW ENFORCEMENT IMP F	412,800.00	412,800.00	0.00	412,800.00-	0
001-389-5000	NON-OPERATIONAL CASH FORWARD-GEN FL	0.00	8,200,000.00	0.00	8,200,000.00-	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
	GENERAL FUND Revenue Totals	36,412,547.02	47,367,960.00	6,661,397.13	40,706,562.87 -	14
Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-511-00-0000	LEGISLATIVE- CITY COMMISSION:	0.00	0.00	0.00	0.00	0
001-511-10-1200	SALARIES	51,185.79	53,441.00	12,920.67	40,520.33	24
001-511-10-2100	FICA EXPENSE	3,915.87	4,148.00	988.50	3,159.50	24
001-511-10-2200	RETIREMENT	30,035.76	31,360.00	7,581.84	23,778.16	24
001-511-10-2300	LIFE & HEALTH INSURANCE	285.00	0.00	71.25	71.25-	0
001-511-10-2600	WORKERS COMPENSATION INSURANCE	378.13	0.00	195.93	195.93-	0
001-511-30-3100	PROFESSIONAL SERVICES	2,365.00	6,000.00	0.00	6,000.00	0
001-511-30-4000	TRAVEL & PER DIEM	6,705.45	7,000.00	252.74	6,747.26	4
001-511-30-4100	TELEPHONE EXPENSE	1,089.58	2,000.00	90.88	1,909.12	5
001-511-30-4110	IT LICENSING / EQUIPMENT	5,474.39	8,220.00	1,841.49	6,378.51	22
001-511-30-4200	POSTAGE/TRANSPORTATION FEES	95.00	0.00	103.93	103.93-	0
001-511-30-4300	UTILITIES EXPENSE	1,030.21	1,800.00	0.00	1,800.00	0
001-511-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	500.00	0
001-511-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	2,500.00	71.98	2,428.02	3
001-511-30-5100	OFFICE SUPPLIES	0.00	150.00	0.00	150.00	0
001-511-30-5200	OPERATING SUPPLIES	64.00	400.00	0.00	400.00	0
001-511-30-5400	SUBSCRIPTIONS/DUES	4,851.87	6,600.00	5,438.00	1,162.00	82
001-511-30-5500	TRAINING	2,050.00	2,800.00	0.00	2,800.00	0
001-511-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	50,000.00	0.00	50,000.00	0
	511 LEGISLATIVE- CITY COMMISSION:	109,526.05	176,919.00	29,557.21	147,361.79	17
001-512-00-0000	EXECUTIVE- CITY MANAGER:	0.00	0.00	0.00	0.00	0
001-512-10-1200	SALARIES	428,739.59	556,477.00	98,043.16	458,433.84	18

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-512-10-1500	SICK LEAVE	11,907.39	0.00	3,123.53	3,123.53-	0
001-512-10-1600	VACATION PAY	28,844.41	0.00	2,151.89	2,151.89-	0
001-512-10-1800	HOLIDAY PAY	18,655.68	0.00	4,387.28	4,387.28-	0
001-512-10-2100	FICA EXPENSE	36,482.06	43,130.00	7,208.27	35,921.73	17
001-512-10-2200	RETIREMENT	133,280.46	148,341.00	29,100.35	119,240.65	20
001-512-10-2210	BENEFIT ADMIN FEES	108.00	0.00	18.00	18.00-	0
001-512-10-2300	LIFE & HEALTH INSURANCE	41,230.33	54,000.00	11,616.00	42,384.00	22
001-512-10-2600	WORKERS COMPENSATION INSURANCE	756.27	1,000.00	391.85	608.15	39
001-512-30-3100	PROFESSIONAL SERVICES	356,063.91	255,000.00	7,522.50	247,477.50	3
001-512-30-3450	CLOTHING AND UNIFORMS	303.00	750.00	49.00	701.00	7
001-512-30-4000	TRAVEL & PER DIEM	8,949.30	13,300.00	2,169.00	11,131.00	16
001-512-30-4100	TELEPHONE EXPENSE	4,074.65	5,000.00	329.15	4,670.85	7
001-512-30-4110	IT LICENSING / EQUIPMENT	22,683.57	24,140.00	15,677.33	8,462.67	65
001-512-30-4150	ADVERTISING/RECORDING EXPENSE	1,978.63	4,000.00	32.34	3,967.66	1
001-512-30-4200	POSTAGE/TRANSPORTATION FEES	659.73	1,000.00	0.00	1,000.00	0
001-512-30-4600	REPAIR & MAINTENANCE	2,010.48	5,800.00	262.22	5,537.78	5
001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	411.99	2,500.00	25.00	2,475.00	1
001-512-30-5100	OFFICE SUPPLIES	836.92	2,100.00	87.88	2,012.12	4
001-512-30-5200	OPERATING SUPPLIES	2,520.18	7,250.00	0.00	7,250.00	0
001-512-30-5250	FUEL EXPENSE	160.37	500.00	0.00	500.00	0
001-512-30-5400	SUBSCRIPTIONS/DUES	2,951.88	6,300.00	974.88	5,325.12	15
001-512-30-5500	TRAINING	5,620.72	13,700.00	400.00-	14,100.00	3-
	512 EXECUTIVE- CITY MANAGER:	1,109,229.52	1,144,288.00	182,769.63	961,518.37	16
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-513-10-1200	SALARIES	290,871.37	472,893.00	65,384.30	407,508.70	14
001-513-10-1300	OVERTIME	0.00	500.00	342.65	157.35	69

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-513-10-1500	SICK LEAVE	10,033.94	0.00	2,476.71	2,476.71-	0
001-513-10-1600	VACATION PAY	17,960.48	0.00	3,193.37	3,193.37-	0
001-513-10-1800	HOLIDAY PAY	11,184.17	0.00	2,996.38	2,996.38-	0
001-513-10-2100	FICA EXPENSE	25,248.81	36,654.00	5,691.11	30,962.89	16
001-513-10-2200	RETIREMENT	49,997.39	70,001.00	11,178.21	58,822.79	16
001-513-10-2210	BENEFIT ADMIN FEES	54.00	0.00	18.00	18.00-	0
001-513-10-2300	LIFE & HEALTH INSURANCE	49,981.51	75,600.00	11,507.75	64,092.25	15
001-513-10-2500	UNEMPLOYMENT COMPENSATION	377.40	0.00	0.00	0.00	0
001-513-10-2600	WORKERS COMPENSATION INSURANCE	1,512.62	2,000.00	783.71	1,216.29	39
001-513-30-3100	PROFESSIONAL SERVICES	1,955.00	13,380.00	0.00	13,380.00	0
001-513-30-3200	ACCOUNTING/AUDITING FEE	22,500.00	35,000.00	0.00	35,000.00	0
001-513-30-3400	OTHER CONTRACTUAL SERVICES	13,546.15	27,710.00	4,228.71	23,481.29	15
001-513-30-4000	TRAVEL & PER DIEM	17.00	3,880.00	0.00	3,880.00	0
001-513-30-4100	TELEPHONE EXPENSE	5,478.69	7,500.00	527.51	6,972.49	7
001-513-30-4110	IT LICENSING / EQUIPMENT	67,302.38	65,250.00	44,379.68	20,870.32	68
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	2,610.68	1,600.00	49.28	1,550.72	3
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	1,842.48	7,850.00	3.45	7,846.55	0
001-513-30-4300	UTILITIES EXPENSE	17,991.77	30,000.00	1,487.58	28,512.42	5
001-513-30-4400	RENTAL & LEASING	3,806.70	7,500.00	44.10	7,455.90	1
001-513-30-4500	GENERAL INSURANCE	319,609.90	450,000.00	358,999.50	91,000.50	80
001-513-30-4600	REPAIR & MAINTENANCE	28,341.17	30,000.00	1,617.88	28,382.12	5
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	4,719.16	6,000.00	1,467.79	4,532.21	24
001-513-30-4910	ELECTION EXPENSES	0.00	500.00	0.00	500.00	0
001-513-30-5100	OFFICE SUPPLIES	3,701.71	6,850.00	438.56	6,411.44	6
001-513-30-5200	OPERATING SUPPLIES	6,468.48	8,200.00	1,132.09	7,067.91	14
001-513-30-5400	SUBSCRIPTIONS/DUES	187.50	2,100.00	255.00	1,845.00	12
001-513-30-5500	TRAINING	2,291.00	10,050.00	0.00	10,050.00	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	115,380.09	118,240.00	0.00	118,240.00	0
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	19,047.44	16,200.00	0.00	16,200.00	0
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	235,452.36	241,640.00	0.00	241,640.00	0
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	56,158.33	49,980.00	0.00	49,980.00	0
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRII	339,576.44	345,960.00	172,173.19	173,786.81	50
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTI	83,009.40	76,630.00	39,093.10	37,536.90	51
513 CLERK/FINANCE DEPARTMENT:		1,808,215.52	2,219,668.00	729,469.61	1,490,198.39	33
001-516-00-0000	DEVELOPMENT SERVICES:	0.00	0.00	0.00	0.00	0
001-516-10-1200	SALARIES	628,253.38	962,068.00	129,517.65	832,550.35	13
001-516-10-1300	OVERTIME	0.00	1,000.00	141.35	858.65	14
001-516-10-1500	SICK LEAVE	19,673.72	0.00	1,521.60	1,521.60-	0
001-516-10-1600	VACATION PAY	32,501.62	0.00	9,660.02	9,660.02-	0
001-516-10-1800	HOLIDAY PAY	23,839.25	0.00	5,902.44	5,902.44-	0
001-516-10-2100	FICA EXPENSE	53,876.10	72,604.00	11,225.79	61,378.21	15
001-516-10-2200	RETIREMENT	112,305.15	156,201.00	23,328.34	132,872.66	15
001-516-10-2210	BENEFIT ADMIN FEES	117.00	0.00	36.00	36.00-	0
001-516-10-2300	LIFE & HEALTH INSURANCE	96,094.34	145,800.00	20,734.31	125,065.69	14
001-516-10-2600	WORKERS COMPENSATION INSURANCE	2,268.89	3,000.00	1,175.56	1,824.44	39
001-516-30-3100	PROFESSIONAL SERVICES	926,132.47	845,000.00	5,061.50	839,938.50	1
001-516-30-3450	CLOTHING AND UNIFORMS	0.00	2,500.00	0.00	2,500.00	0
001-516-30-4000	TRAVEL & PER DIEM	3,064.88	13,000.00	1,931.24	11,068.76	15
001-516-30-4100	TELEPHONE EXPENSE	8,818.12	9,000.00	899.29	8,100.71	10
001-516-30-4110	IT LICENSING / EQUIPMENT	81,279.35	69,020.00	50,027.91	18,992.09	72
001-516-30-4150	ADVERTISING/RECORDING EXPENSE	23,838.34	35,200.00	5,287.98	29,912.02	15
001-516-30-4200	POSTAGE/TRANSPORTATION FEES	1,242.36	2,000.00	175.16	1,824.84	9
001-516-30-4600	REPAIR & MAINTENANCE	2,274.07	5,000.00	332.62	4,667.38	7

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	16,494.28	5,000.00	71.73	4,928.27	1
001-516-30-4950	CODE ENFORCEMENT	18,597.72	40,000.00	1,235.39	38,764.61	3
001-516-30-5100	OFFICE SUPPLIES	1,900.02	7,000.00	97.02	6,902.98	1
001-516-30-5200	OPERATING SUPPLIES	5,367.65	7,000.00	0.00	7,000.00	0
001-516-30-5250	FUEL EXPENSE	471.62	1,800.00	0.00	1,800.00	0
001-516-30-5400	SUBSCRIPTIONS/DUES	2,936.94	4,000.00	0.00	4,000.00	0
001-516-30-5500	TRAINING	6,929.09	25,000.00	300.00	24,700.00	1
	516 DEVELOPMENT SERVICES:	2,068,276.36	2,411,193.00	268,662.90	2,142,530.10	11
001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	0.00	0.00	0.00	0.00	0
001-518-10-1200	SALARIES	210,623.33	274,463.00	43,522.61	230,940.39	16
001-518-10-1500	SICK LEAVE	6,178.18	0.00	4,442.29	4,442.29-	0
001-518-10-1600	VACATION PAY	13,343.88	0.00	805.53	805.53-	0
001-518-10-1800	HOLIDAY PAY	6,506.29	0.00	1,612.27	1,612.27-	0
001-518-10-2100	FICA EXPENSE	17,733.46	21,274.00	3,812.18	17,461.82	18
001-518-10-2200	RETIREMENT	32,154.21	37,411.00	6,867.21	30,543.79	18
001-518-10-2300	LIFE & HEALTH INSURANCE	33,567.97	43,200.00	10,564.45	32,635.55	24
001-518-10-2600	WORKERS COMPENSATION INSURANCE	302.51	500.00	223.32	276.68	45
001-518-30-3100	PROFESSIONAL SERVICES	12,452.00	45,000.00	7,690.58	37,309.42	17
001-518-30-3400	OTHER CONTRACTUAL SERVICES	4,650.67	11,000.00	0.00	11,000.00	0
001-518-30-4000	TRAVEL & PER DIEM	2,081.56	7,500.00	25.41-	7,525.41	0-
001-518-30-4100	TELEPHONE EXPENSE	7,740.25	8,500.00	691.52	7,808.48	8
001-518-30-4110	IT LICENSING / EQUIPMENT	13,300.85	26,310.00	6,719.90	19,590.10	26
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	25.53	250.00	0.00	250.00	0
001-518-30-4300	UTILITIES EXPENSE	1,596.64	2,300.00	0.00	2,300.00	0
001-518-30-4600	REPAIR & MAINTENANCE	1,057.34	2,500.00	95.01	2,404.99	4
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	583.00	500.00	0.00	500.00	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-518-30-5100	OFFICE SUPPLIES	746.44	1,200.00	19.54	1,180.46	2
001-518-30-5200	OPERATING SUPPLIES	5,070.20	7,500.00	22.99	7,477.01	0
001-518-30-5400	SUBSCRIPTIONS/DUES	522.33	2,500.00	300.00	2,200.00	12
001-518-30-5500	TRAINING	599.00	12,000.00	883.42	11,116.58	7
001-518-30-5550	LICENSING	13,428.69	50,000.00	6,197.46	43,802.54	12
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	8,505.59	0.00	0.00	0.00	0
	518 INFORMATION TECHNOLOGY DEPARTMENT	392,769.92	553,908.00	94,444.87	459,463.13	17
001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-519-10-1200	SALARIES	159,628.43	216,128.00	38,458.76	177,669.24	18
001-519-10-1500	SICK LEAVE	6,062.51	0.00	391.18	391.18-	0
001-519-10-1600	VACATION PAY	7,752.71	0.00	1,557.88	1,557.88-	0
001-519-10-1800	HOLIDAY PAY	6,595.46	0.00	1,762.10	1,762.10-	0
001-519-10-2100	FICA EXPENSE	13,772.74	16,751.00	3,226.01	13,524.99	19
001-519-10-2200	RETIREMENT	24,462.40	29,460.00	5,747.75	23,712.25	20
001-519-10-2210	BENEFIT ADMIN FEES	54.00	0.00	18.00	18.00-	0
001-519-10-2300	LIFE & HEALTH INSURANCE	20,947.66	32,400.00	5,761.25	26,638.75	18
001-519-10-2600	WORKERS COMPENSATION INSURANCE	166.34	350.00	109.76	240.24	31
001-519-30-3100	PROFESSIONAL SERVICES	13,401.25	15,000.00	0.00	15,000.00	0
001-519-30-3400	OTHER CONTRACTUAL SERVICES	5,601.33	6,650.00	963.57	5,686.43	14
001-519-30-4000	TRAVEL & PER DIEM	2,888.74	8,500.00	0.00	8,500.00	0
001-519-30-4100	TELEPHONE EXPENSE	5,274.01	5,000.00	477.46	4,522.54	10
001-519-30-4110	IT LICENSING / EQUIPMENT	45,221.68	60,400.00	13,943.10	46,456.90	23
001-519-30-4150	ADVERTISING/RECRUITING	8,648.88	8,500.00	745.92	7,754.08	9
001-519-30-4200	POSTAGE/TRANSPORTATION FEES	158.23	500.00	28.98	471.02	6
001-519-30-4300	UTILITIES EXPENSE	1,596.65	2,300.00	136.05	2,163.95	6
001-519-30-4600	REPAIR & MAINTENANCE	5,487.30	5,500.00	680.56	4,819.44	12

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-519-30-4800	EMPLOYEE PROGRAMS	12,341.09	18,740.00	4,049.79	14,690.21	22
001-519-30-4900	MISC. EXPENSE & OTHER CURRENT	752.29	1,000.00	36.97	963.03	4
001-519-30-5100	OFFICE SUPPLIES	1,828.70	1,500.00	241.69	1,258.31	16
001-519-30-5200	OPERATING SUPPLIES	2,759.59	4,950.00	382.49	4,567.51	8
001-519-30-5250	FUEL EXPENSE	262.89	600.00	0.00	600.00	0
001-519-30-5400	SUBSCRIPTIONS/DUES	1,679.68	2,060.00	0.00	2,060.00	0
001-519-30-5500	TRAINING	3,676.73	5,330.00	0.00	5,330.00	0
001-519-30-5501	STAFF TRAINING PROGRAMS	707.63	6,650.00	526.30	6,123.70	8
519 HUMAN RESOURCE DEPARTMENT:		351,728.92	448,269.00	79,245.57	369,023.43	18
001-521-00-0000	POLICE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-521-10-1200	SALARIES	2,954,476.67	4,992,735.00	673,958.53	4,318,776.47	14
001-521-10-1220	UNIFORM ALLOWANCE	16,530.00	21,565.00	2,940.00	18,625.00	14
001-521-10-1250	ON CALL	11,550.00	13,000.00	2,625.00	10,375.00	20
001-521-10-1260	SHIFT DIFFERENTIAL	14,784.74	20,100.00	3,599.22	16,500.78	18
001-521-10-1300	OVERTIME	147,305.59	160,000.00	32,844.66	127,155.34	21
001-521-10-1500	SICK LEAVE	68,753.71	0.00	11,767.30	11,767.30-	0
001-521-10-1600	VACATION PAY	134,587.42	0.00	24,132.75	24,132.75-	0
001-521-10-1700	INCENTIVE PAY	26,280.00	56,000.00	4,610.00	51,390.00	8
001-521-10-1800	HOLIDAY PAY	111,346.00	0.00	27,631.30	27,631.30-	0
001-521-10-1820	HOLIDAY PREMIUM	100,436.45	100,000.00	116,004.21	16,004.21-	116
001-521-10-2100	FICA EXPENSE	274,460.82	378,514.00	69,005.08	309,508.92	18
001-521-10-2200	RETIREMENT	1,094,406.39	1,563,616.00	274,068.02	1,289,547.98	18
001-521-10-2210	BENEFIT ADMIN FEES	531.00	0.00	117.00	117.00-	0
001-521-10-2300	LIFE & HEALTH INSURANCE	467,259.60	756,000.00	105,033.07	650,966.93	14
001-521-10-2600	WORKERS COMPENSATION INSURANCE	113,444.82	120,000.00	47,022.32	72,977.68	39
001-521-30-3100	PROFESSIONAL SERVICES	48,196.91	52,000.00	628.69	51,371.31	1

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-521-30-3400	OTHER CONTRACTUAL SERVICES	34,971.02	92,000.00	3,215.55	88,784.45	4
001-521-30-3450	CLOTHING AND UNIFORMS	18,236.27	25,000.00	477.32	24,522.68	2
001-521-30-3500	INVESTIGATIONS	9,528.29	17,000.00	1,132.70	15,867.30	7
001-521-30-4000	TRAVEL & PER DIEM	13,591.05	15,000.00	1,061.36	13,938.64	7
001-521-30-4100	TELEPHONE EXPENSE	68,470.38	107,000.00	6,178.31	100,821.69	6
001-521-30-4110	IT LICENSING / EQUIPMENT	258,989.36	253,830.00	42,934.10	210,895.90	17
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	512.68	2,000.00	30.17	1,969.83	2
001-521-30-4300	UTILITIES EXPENSE	60,415.67	65,000.00	4,990.44	60,009.56	8
001-521-30-4400	RENTAL & LEASING	1,452.57	5,000.00	230.60	4,769.40	5
001-521-30-4600	REPAIR & MAINTENANCE	70,695.80	90,000.00	7,919.04	82,080.96	9
001-521-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	4,000.00	0.00	4,000.00	0
001-521-30-4960	BOOT ALLOWANCE	2,368.21	11,000.00	272.04	10,727.96	2
001-521-30-5100	OFFICE SUPPLIES	2,172.11	5,000.00	435.93	4,564.07	9
001-521-30-5200	OPERATING SUPPLIES	49,705.67	85,000.00	8,436.19	76,563.81	10
001-521-30-5250	FUEL EXPENSE	154,018.57	200,000.00	351.34	199,648.66	0
001-521-30-5400	SUBSCRIPTIONS/DUES	1,438.60	4,500.00	3,094.95	1,405.05	69
001-521-30-5500	TRAINING	14,045.20	40,000.00	0.00	40,000.00	0
001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	530,245.09	466,400.00	0.00	466,400.00	0
	521 POLICE DEPARTMENT:	6,875,206.66	9,721,260.00	1,476,747.19	8,244,512.81	15
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	0.00	0.00	0.00	0.00	0
001-541-10-1200	SALARIES	1,251,663.26	1,593,584.00	253,433.71	1,340,150.29	16
001-541-10-1250	ON CALL	6,400.00	6,500.00	1,250.00	5,250.00	19
001-541-10-1300	OVERTIME	22,268.31	12,000.00	8,497.38	3,502.62	71
001-541-10-1500	SICK LEAVE	52,339.30	0.00	12,823.72	12,823.72-	0
001-541-10-1600	VACATION PAY	77,708.85	0.00	14,295.48	14,295.48-	0
001-541-10-1800	HOLIDAY PAY	48,153.59	0.00	11,381.12	11,381.12-	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-541-10-1820	HOLIDAY PREMIUM	2,243.29	0.00	48,019.88	48,019.88-	0
001-541-10-2100	FICA EXPENSE	111,689.49	123,526.00	26,671.84	96,854.16	22
001-541-10-2200	RETIREMENT	232,011.35	247,428.00	55,270.24	192,157.76	22
001-541-10-2210	BENEFIT ADMIN FEES	40.50	0.00	18.00	18.00-	0
001-541-10-2300	LIFE & HEALTH INSURANCE	218,840.33	280,800.00	51,824.76	228,975.24	18
001-541-10-2600	WORKERS COMPENSATION INSURANCE	37,814.94	40,000.00	15,674.11	24,325.89	39
001-541-30-3100	PROFESSIONAL SERVICES	255,233.72	300,000.00	4,190.35	295,809.65	1
001-541-30-3400	OTHER CONTRACTUAL SERVICES	939,813.39	368,100.00	10,112.69	357,987.31	3
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	375,445.72	450,800.00	20,203.59	430,596.41	4
001-541-30-3450	CLOTHING AND UNIFORMS	8,463.51	8,000.00	831.83	7,168.17	10
001-541-30-4000	TRAVEL & PER DIEM	549.26	2,500.00	0.00	2,500.00	0
001-541-30-4100	TELEPHONE EXPENSE	25,612.40	24,600.00	2,313.21	22,286.79	9
001-541-30-4110	IT LICENSING / EQUIPMENT	58,369.96	92,430.00	13,843.57	78,586.43	15
001-541-30-4200	POSTAGE/TRANSPORTATION FEES	59.09	150.00	8.00	142.00	5
001-541-30-4300	UTILITIES EXPENSE	30,672.03	26,200.00	2,652.58	23,547.42	10
001-541-30-4350	VILLAGES STREET LIGHTING	609,549.02	1,332,400.00	219,185.58	1,113,214.42	16
001-541-30-4400	RENTAL & LEASING	24,472.05	7,580.00	14,050.93	6,470.93-	185
001-541-30-4600	REPAIR & MAINTENANCE	54,591.59	51,500.00	10,466.09	41,033.91	20
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	5,656.09	20,000.00	233.59	19,766.41	1
001-541-30-4603	PAVEMENT PRESERVATION/REHABILITATION	435,942.74	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	4,791.05	6,000.00	45.60	5,954.40	1
001-541-30-4960	BOOT ALLOWANCE	3,181.87	4,030.00	1,381.34	2,648.66	34
001-541-30-5100	OFFICE SUPPLIES	2,044.76	3,000.00	361.33	2,638.67	12
001-541-30-5200	OPERATING SUPPLIES	72,274.46	70,000.00	13,540.47	56,459.53	19
001-541-30-5250	FUEL EXPENSE	29,354.78	35,000.00	0.00	35,000.00	0
001-541-30-5400	SUBSCRIPTIONS/DUES	6,771.51	11,350.00	1,536.29	9,813.71	14

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-541-30-5500	TRAINING	11,801.56	31,100.00	583.17	30,516.83	2
001-541-60-6115	CITY HALL / ANNEX REHAB	19,543.08	0.00	0.00	0.00	0
001-541-60-6200	CAP. IMPROVEMENT-BUILDINGS	51,526.72	0.00	0.00	0.00	0
001-541-60-6300	CAPITAL IMPROVEMENT-OTHER	74,069.96	0.00	0.00	0.00	0
001-541-60-6400	CAP. IMPROVEMENT-MACHINERY	228,974.86	73,500.00	0.00	73,500.00	0
001-541-60-6681	PRINCIPAL-EQUIPMENT LEASE	29,231.37	0.00	0.00	0.00	0
001-541-60-6691	INTEREST-EQUIPMENT LEASE	1,100.13	0.00	0.00	0.00	0
	541 PUBLIC WORKS/STREET DEPT.	5,420,269.89	6,225,078.00	814,700.45	5,410,377.55	13
001-549-00-0000	FLEET MAINTENANCE DEPT:	0.00	0.00	0.00	0.00	0
001-549-10-1200	SALARIES	235,704.18	297,335.00	53,523.78	243,811.22	18
001-549-10-1300	OVERTIME	357.18	1,500.00	0.00	1,500.00	0
001-549-10-1500	SICK LEAVE	8,446.78	0.00	0.00	0.00	0
001-549-10-1600	VACATION PAY	18,481.69	0.00	5,228.67	5,228.67-	0
001-549-10-1800	HOLIDAY PAY	9,390.89	0.00	2,194.33	2,194.33-	0
001-549-10-2100	FICA EXPENSE	20,836.85	23,048.00	4,662.44	18,385.56	20
001-549-10-2200	RETIREMENT	37,004.67	40,530.00	8,307.02	32,222.98	20
001-549-10-2210	BENEFIT ADMIN FEES	108.00	0.00	9.00	9.00-	0
001-549-10-2300	LIFE & HEALTH INSURANCE	45,166.45	54,000.00	10,800.80	43,199.20	20
001-549-10-2600	WORKERS COMPENSATION INSURANCE	12,403.31	15,000.00	5,877.79	9,122.21	39
001-549-30-3100	PROFESSIONAL SERVICES	0.00	500.00	0.00	500.00	0
001-549-30-3400	OTHER CONTRACTUAL SERVICES	7,426.80	10,200.00	778.08	9,421.92	8
001-549-30-3450	CLOTHING AND UNIFORMS	2,665.16	3,500.00	312.55	3,187.45	9
001-549-30-4000	TRAVEL & PER DIEM	0.00	100.00	0.00	100.00	0
001-549-30-4100	TELEPHONE EXPENSE	1,948.97	3,500.00	193.78	3,306.22	6
001-549-30-4110	IT LICENSING / EQUIPMENT	23,006.69	52,580.00	4,809.04	47,770.96	9
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	24.20	100.00	0.00	100.00	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-549-30-4300	UTILITIES EXPENSE	4,372.77	7,000.00	348.02	6,651.98	5
001-549-30-4400	RENTAL & LEASING	1,590.38	2,500.00	253.49	2,246.51	10
001-549-30-4600	REPAIR & MAINTENANCE	4,486.40	5,000.00	0.00	5,000.00	0
001-549-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	100.00	0.00	100.00	0
001-549-30-4960	BOOT ALLOWANCE	350.00	700.00	175.00	525.00	25
001-549-30-5100	OFFICE SUPPLIES	386.62	1,500.00	0.00	1,500.00	0
001-549-30-5200	OPERATING SUPPLIES	36,521.67	80,000.00	9,292.10	70,707.90	12
001-549-30-5250	FUEL EXPENSE	3,375.55	4,000.00	0.00	4,000.00	0
001-549-30-5400	SUBSCRIPTIONS/DUES	314.00	800.00	0.00	800.00	0
001-549-30-5500	TRAINING	575.00	2,500.00	0.00	2,500.00	0
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	28,196.44	0.00	0.00	0.00	0
	549 FLEET MAINTENANCE DEPT:	503,140.65	605,993.00	106,765.89	499,227.11	18
001-572-00-0000	PARKS & RECREATION:	0.00	0.00	0.00	0.00	0
001-572-10-1200	SALARIES	658,867.39	1,056,402.00	131,036.07	925,365.93	12
001-572-10-1250	ON CALL	5,900.00	6,500.00	1,250.00	5,250.00	19
001-572-10-1300	OVERTIME	11,799.47	2,000.00	3,246.71	1,246.71 -	162
001-572-10-1500	SICK LEAVE	14,672.97	0.00	1,497.98	1,497.98 -	0
001-572-10-1600	VACATION PAY	33,372.18	0.00	6,824.02	6,824.02 -	0
001-572-10-1800	HOLIDAY PAY	23,382.46	0.00	6,007.93	6,007.93 -	0
001-572-10-1820	HOLIDAY PREMIUM	3,552.27	0.00	0.00	0.00	0
001-572-10-2100	FICA EXPENSE	57,959.88	76,642.00	11,464.50	65,177.50	15
001-572-10-2200	RETIREMENT	100,328.84	171,109.00	20,426.26	150,682.74	12
001-572-10-2210	BENEFIT ADMIN FEES	18.00	0.00	9.00	9.00 -	0
001-572-10-2300	LIFE & HEALTH INSURANCE	135,894.81	216,000.00	30,582.47	185,417.53	14
001-572-10-2600	WORKERS COMPENSATION INSURANCE	9,831.92	13,000.00	5,094.08	7,905.92	39
001-572-30-3100	PROFESSIONAL SERVICES	6,047.10	14,000.00	285.00	13,715.00	2

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-572-30-3400	OTHER CONTRACTUAL SERVICES	172,400.28	204,900.00	45,600.53	159,299.47	22
001-572-30-3450	CLOTHING AND UNIFORMS	7,495.37	10,150.00	241.88	9,908.12	2
001-572-30-4000	TRAVEL & PER DIEM	580.34	4,550.00	2.50	4,547.50	0
001-572-30-4100	TELEPHONE EXPENSE	30,076.33	28,500.00	3,902.17	24,597.83	14
001-572-30-4110	IT LICENSING / EQUIPMENT	43,271.29	44,000.00	13,730.01	30,269.99	31
001-572-30-4150	ADVERTISING AND PROMOTIONS	24,972.48	25,000.00	1,408.04	23,591.96	6
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	3.25	150.00	8.69	141.31	6
001-572-30-4300	UTILITIES EXPENSE	39,366.62	40,000.00	3,763.45	36,236.55	9
001-572-30-4400	RENTAL & LEASING	8,242.82	6,900.00	163.98	6,736.02	2
001-572-30-4600	REPAIR & MAINTENANCE	68,556.08	100,750.00	6,514.14	94,235.86	6
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	26,032.18	38,000.00	732.00	37,268.00	2
001-572-30-4610	BAKER HOUSE MAINTENANCE	1,803.37	10,000.00	136.94	9,863.06	1
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	2,379.63	5,300.00	410.27	4,889.73	8
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	7,740.43	12,000.00	1,189.65	10,810.35	10
001-572-30-4900	MISC. EXPENSE & OTHER CURRENT	88.26-	5,000.00	169.96	4,830.04	3
001-572-30-4910	SPECIAL EVENTS	136,370.36	170,000.00	27,507.56	142,492.44	16
001-572-30-4915	ATHLETIC LEAGUES & ACTIVITIES	102,467.15	109,400.00	21,019.77	88,380.23	19
001-572-30-4920	YOUTH CAMPS & PROGRAMS	20,292.81	52,500.00	0.00	52,500.00	0
001-572-30-4960	BOOT ALLOWANCE	1,224.04	2,450.00	175.00	2,275.00	7
001-572-30-5100	OFFICE SUPPLIES	2,732.42	4,500.00	210.95	4,289.05	5
001-572-30-5200	OPERATING SUPPLIES	74,262.12	88,500.00	13,604.05	74,895.95	15
001-572-30-5250	FUEL EXPENSE	23,953.89	25,000.00	0.00	25,000.00	0
001-572-30-5280	LANDSCAPING	12,730.17	62,000.00	2,000.00	60,000.00	3
001-572-30-5400	SUBSCRIPTIONS/DUES	867.83	3,210.00	638.00	2,572.00	20
001-572-30-5500	TRAINING	7,393.81	8,500.00	142.42	8,357.58	2
001-572-60-6200	CAP. IMPROVEMENT-BUILDINGS	9,772.26	0.00	0.00	0.00	0
001-572-60-6300	CAPITAL IMPROVEMENT-OTHER	8,999.92	0.00	0.00	0.00	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	105,095.10	132,100.00	41,138.23	90,961.77	31
	572 PARKS & RECREATION:	2,000,621.38	2,749,013.00	402,134.21	2,346,878.79	15
001-575-00-0000	COMMUNITY CENTER:	0.00	0.00	0.00	0.00	0
001-575-10-1200	SALARIES	74,595.83	129,843.00	16,384.92	113,458.08	13
001-575-10-1300	OVERTIME	225.00	0.00	0.00	0.00	0
001-575-10-1800	HOLIDAY PAY	197.00	0.00	268.84	268.84-	0
001-575-10-2100	FICA EXPENSE	5,739.01	10,070.00	1,274.01	8,795.99	13
001-575-10-2200	RETIREMENT	9,179.83	17,700.00	1,949.07	15,750.93	11
001-575-10-2300	LIFE & HEALTH INSURANCE	9.50	0.00	19.00	19.00-	0
001-575-30-3100	PROFESSIONAL SERVICES	176.29	3,000.00	0.00	3,000.00	0
001-575-30-3400	OTHER CONTRACTUAL SERVICES	20,173.73	15,000.00	5,914.06	9,085.94	39
001-575-30-3450	CLOTHING AND UNIFORMS	845.36	1,200.00	0.00	1,200.00	0
001-575-30-4100	TELEPHONE EXPENSE	0.00	6,680.00	0.00	6,680.00	0
001-575-30-4200	POSTAGE/TRANSPORTATION FEES	3.30	150.00	0.00	150.00	0
001-575-30-4300	UTILITIES EXPENSE	56,441.03	45,000.00	4,547.12	40,452.88	10
001-575-30-4400	RENTAL & LEASING	2,210.33	4,500.00	339.88	4,160.12	8
001-575-30-4600	REPAIR & MAINTENANCE	47,541.00	50,000.00	6,688.88	43,311.12	13
001-575-30-5100	OFFICE SUPPLIES	504.23	1,000.00	0.00	1,000.00	0
001-575-30-5200	OPERATING SUPPLIES	18,789.56	20,000.00	3,984.81	16,015.19	20
001-575-30-5400	SUBSCRIPTIONS/DUES	100.00	100.00	0.00	100.00	0
001-575-60-6200	CAP. IMPROVEMENT-BUILDINGS	99,594.95	0.00	363.11	363.11-	0
	575 COMMUNITY CENTER:	336,325.95	304,243.00	41,733.70	262,509.30	14
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	0.00	6,576,248.00	0.00	6,576,248.00	0
001-581-00-1040	TRANSFER TO EXPANDED CRA	215,690.00	231,880.00	0.00	231,880.00	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-581-00-4020	TRANSFER TO UTILITY CAP PROJECTS FUNE	3,000,000.00	4,000,000.00	0.00	4,000,000.00	0
001-581-90-3010	TRANSFER TO CAPITAL PROJECT FUND	15,700,000.00	10,000,000.00	0.00	10,000,000.00	0
581 Total		18,915,690.00	14,231,880.00	0.00	14,231,880.00	0
GENERAL FUND Expenditure Totals		39,891,000.82	47,367,960.00	4,226,231.23	43,141,728.77	9

001 GENERAL FUND	Prior	YTD
Revenues:	36,412,547.02	6,661,397.13
Expenditures:	39,891,000.82	4,226,231.23
Net Income:	3,478,453.80-	2,435,165.90

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
101-361-1350	INTEREST EARNED	255.76	200.00	0.00	200.00-	0
101-366-1350	CONTRIBUTIONS/DUES	1,310.00	2,000.00	0.00	2,000.00-	0
101-366-1360	GRAVE OPENING PERMITS	750.00	600.00	300.00	300.00-	50
101-389-5000	NON-OPER/ CEMETERY RESERVES FORWAR	0.00	64,000.00	0.00	64,000.00-	0
CEMETERY FUND Revenue Totals		2,315.76	66,800.00	300.00	66,500.00-	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
101-569-00-0000	GREENWOOD CEMETERY:	0.00	0.00	0.00	0.00	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	800.00	0.00	800.00	0
101-580-90-9999	CONTINGENCY	0.00	66,000.00	0.00	66,000.00	0
CEMETERY FUND Expenditure Totals		0.00	66,800.00	0.00	66,800.00	0

101 CEMETERY FUND	Prior	YTD
Revenues:	2,315.76	300.00
Expenditures:	0.00	0.00
Net Income:	2,315.76	300.00

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
104-361-0000	INTEREST	17,309.79	5,000.00	0.00	5,000.00-	0
104-369-9000	TAX INCREMENT FINANCING - SUM CTY	395,695.00	405,500.00	0.00	405,500.00-	0
104-382-0010	TRANSFER FROM GENERAL	215,690.00	231,880.00	0.00	231,880.00-	0
104-389-5006	CASH FORWARD - CRA DISTRICT	0.00	1,964,000.00	0.00	1,964,000.00-	0
COMMUNITY REDEVELOPMENT Revenue Tot		628,694.79	2,606,380.00	0.00	2,606,380.00-	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
104-550-00-0000	COMM REDEVELOPMENT DEPT.:	0.00	0.00	0.00	0.00	0
104-550-10-1200	SALARIES	45,480.57	73,893.00	8,861.43	65,031.57	12
104-550-10-1500	SICK LEAVE	773.95	0.00	184.76	184.76-	0
104-550-10-1600	VACATION PAY	4,837.72	0.00	1,145.78	1,145.78-	0
104-550-10-1800	HOLIDAY PAY	1,831.18	0.00	426.33	426.33-	0
104-550-10-2100	FICA EXPENSE	4,048.66	5,659.00	812.29	4,846.71	14
104-550-10-2200	RETIREMENT	18,269.18	25,510.00	3,665.43	21,844.57	14
104-550-10-2300	LIFE & HEALTH INSURANCE	3,784.56	3,888.00	839.50	3,048.50	22
104-550-30-4000	TRAVEL & PER DIEM	0.00	750.00	0.00	750.00	0
104-550-30-5400	SUBSCRIPTIONS/DUES	175.00	200.00	0.00	200.00	0
104-550-30-5500	TRAINING	0.00	1,500.00	0.00	1,500.00	0
104-550-60-6330	FACADE IMPROVEMENT GRANT	3,891.36	40,000.00	0.00	40,000.00	0
104-550-60-6390	OTHER MISC PROJECTS	0.00	500,000.00	0.00	500,000.00	0
104-550-70-7303	DEMOLITIONS	0.00	25,000.00	0.00	25,000.00	0
104-550-70-7307	MISC. OTHER PROJECTS	8,679.00	0.00	0.00	0.00	0
550 COMM REDEVELOPMENT DEPT.:		91,771.18	676,400.00	15,935.52	660,464.48	2
104-580-90-9904	CONTINGENCY - CRA DISTRICT	0.00	1,929,980.00	0.00	1,929,980.00	0
COMMUNITY REDEVELOPMENT Expenditure		91,771.18	2,606,380.00	15,935.52	2,590,444.48	1

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

104 COMMUNITY REDEVELOPMENT	Prior	YTD
Revenues:	628,694.79	0.00
Expenditures:	91,771.18	15,935.52
Net Income:	536,923.61	15,935.52 -

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
105-361-0000	INTEREST	13.58	100.00	0.00	100.00-	0
105-369-0058	DONATIONS	27,072.00	15,000.00	6,655.00	8,345.00-	44
105-389-5010	CASH FORWARD - BAKER HOUSE	0.00	76,800.00	0.00	76,800.00-	0
BAKER HOUSE Revenue Totals		27,085.58	91,900.00	6,655.00	85,245.00-	7

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
105-576-00-0000	BAKER HOUSE DEPARTMENT:	0.00	0.00	0.00	0.00	0
105-576-30-4620	BAKER HOUSE OPERATIONS	79.09	900.00	0.00	900.00	0
105-580-90-9910	CONTINGENCY - BAKER HOUSE	0.00	91,000.00	0.00	91,000.00	0
BAKER HOUSE Expenditure Totals		79.09	91,900.00	0.00	91,900.00	0

105 BAKER HOUSE	Prior	YTD
Revenues:	27,085.58	6,655.00
Expenditures:	79.09	0.00
Net Income:	27,006.49	6,655.00

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
107-341-3004	RECREATION IMPACT FEES	301,196.34	300,000.00	21,739.16	278,260.84-	7
107-361-0000	INTEREST	10,584.59	2,000.00	0.00	2,000.00-	0
107-389-5004	CASH FORWARD - P & R IMPACT FEE	0.00	972,500.00	0.00	972,500.00-	0
RECREATION IMPACT FEES Revenue Totals		311,780.93	1,274,500.00	21,739.16	1,252,760.84-	1

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
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	1,274,500.00	0.00	1,274,500.00	0
RECREATION IMPACT FEES Expenditure Tota		0.00	1,274,500.00	0.00	1,274,500.00	0

107 RECREATION IMPACT FEES	Prior	YTD
Revenues:	311,780.93	21,739.16
Expenditures:	0.00	0.00
Net Income:	311,780.93	21,739.16

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
108-341-3001	LAW ENFORCEMENT IMPACT FEES	1,058,674.96	1,240,000.00	77,594.97	1,162,405.03-	6
108-361-0000	INTEREST	207.47	0.00	0.00	0.00	0
108-389-5002	CASH FORWARD - POLICE IMPACT FEE	0.00	1,925,300.00	0.00	1,925,300.00-	0
LAW ENFORCEMENT IMPACT FEES Revenue		1,058,882.43	3,165,300.00	77,594.97	3,087,705.03-	2

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
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	406.87	0.00	0.00	0.00	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	621,471.89	0.00	0.00	0.00	0
108-521-70-9105	TRANSFER TO GENERAL FUND - LOAN PAYM	412,800.00	412,800.00	0.00	412,800.00	0
521 LAW ENFORCEMENT IMPACT FEES:		1,034,678.76	812,800.00	0.00	812,800.00	0
108-580-90-9902	CONTINGENCY -LAW ENFORCEMENT IMPAC	0.00	2,352,500.00	0.00	2,352,500.00	0
LAW ENFORCEMENT IMPACT Expenditure To		1,034,678.76	3,165,300.00	0.00	3,165,300.00	0

108 LAW ENFORCEMENT IMPACT FEES	Prior	YTD
Revenues:	1,058,882.43	77,594.97
Expenditures:	1,034,678.76	0.00
Net Income:	24,203.67	77,594.97

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
301-331-9000	FEDERAL GRANT REVENUE	0.00	675,000.00	0.00	675,000.00-	0
301-334-9000	STATE GRANT REVENUE	0.00	650,000.00	0.00	650,000.00-	0
301-361-0000	INTEREST	174,366.58	10,000.00	0.00	10,000.00-	0
301-382-0010	TRANSFER FROM GENERAL FUND	15,700,000.00	10,000,000.00	0.00	10,000,000.00-	0
301-389-5000	NON-OPERATIONAL CASH FORWARD-CAP.IM	0.00	12,240,000.00	0.00	12,240,000.00-	0
CAPITAL IMPROVEMENT FUND Revenue Tot		15,874,366.58	23,575,000.00	0.00	23,575,000.00-	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
301-500-00-0000	CAPITAL IMPROVEMENT FUND	0.00	0.00	0.00	0.00	0
301-511-60-6201	ANNEX NO. 2 REHAB	41.78	0.00	0.00	0.00	0
301-516-60-6301	DOWNTOWN MASTER PLAN PROJECTS	855,347.76	325,000.00	6,360.89	318,639.11	2
301-516-60-6304	TRAILWINDS FOUNTAIN	559.82	0.00	0.00	0.00	0
516 Total		855,907.58	325,000.00	6,360.89	318,639.11	2

301-521-60-6301	POLICE DEPARTMENT HQ MONUMENT SIGN	21,713.00	0.00	0.00	0.00	0
301-541-60-6101	DRAINAGE PROJECT LAND ACQUISITION	229,393.67	500,000.00	0.00	500,000.00	0
301-541-60-6202	MUNICIPAL SERVICES COMPLEX PROJECT	128,115.87	0.00	0.00	0.00	0
301-541-60-6204	PW BUILDING HVAC UPGRADES	110,940.00	0.00	0.00	0.00	0
301-541-60-6206	PUBLIC WORKS DEPARTMENT ANNEX	0.00	100,000.00	0.00	100,000.00	0
301-541-60-6301	PLEASANTDALE REHAB	383,999.48	0.00	0.00	0.00	0
301-541-60-6302	BARWICK REHAB	29,468.20	0.00	0.00	0.00	0
301-541-60-6303	OAK GROVE VILLAGE DRAINAGE IMPROVEM	37,620.00	900,000.00	0.00	900,000.00	0
301-541-60-6305	PAVEMENT PRESERVATION PLAN	76,605.04	0.00	0.00	0.00	0
301-541-60-6306	CLAY DRAIN ROAD DESIGN	70,377.00	400,000.00	5,425.00	394,575.00	1

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
301-541-60-6307	JACKSON ST IMPROVEMENTS	46,066.82	1,500,000.00	0.00	1,500,000.00	0
301-541-60-6308	HUEY ST IMPROVEMENTS	1,761,709.07	0.00	0.00	0.00	0
301-541-60-6309	ST CLAIR STREET IMPROVEMENTS	522,957.69	0.00	0.00	0.00	0
301-541-60-6310	DOWNTOWN PARKING GARAGE	6,841,596.54	0.00	57.78	57.78-	0
301-541-60-6311	MSC ENTRANCE GATE	33,558.95	0.00	0.00	0.00	0
301-541-60-6312	BROKEN OAK DRIVE	437,327.61	0.00	0.00	0.00	0
541 Total		10,709,735.94	3,400,000.00	5,482.78	3,394,517.22	0
301-572-60-6205	RECREATION CENTER AT MLK PARK	156,456.00	0.00	0.00	0.00	0
301-572-60-6302	MILLENNIUM PARK IMPROVEMENTS	227,417.90	13,000,000.00	10,812.52	12,989,187.48	0
301-572-60-6304	LAKE DEATON PIER IMPROVEMENTS	402,305.89	0.00	0.00	0.00	0
301-572-60-6305	CITY HALL COURTYARD REHAB	12,588.00	50,000.00	0.00	50,000.00	0
301-572-60-6306	OXFORD PARK IMPROVEMENTS	0.00	500,000.00	0.00	500,000.00	0
572 Total		798,767.79	13,550,000.00	10,812.52	13,539,187.48	0
301-575-60-6201	COMMUNITY CENTER HVAC UPGRADES	66,745.05	800,000.00	15.14	799,984.86	0
301-575-60-6202	COMMUNITY CENTER RENOVATIONS	0.00	100,000.00	3,248.38	96,751.62	3
575 Total		66,745.05	900,000.00	3,263.52	896,736.48	0
301-580-90-9901	CONTINGENCY-CAP.IMPROVEMENT FUND	0.00	400,000.00	0.00	400,000.00	0
301-581-00-4020	TRANSFER TO UTILITY CAP PROJECTS FUND	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0
CAPITAL IMPROVEMENT FUN Expenditure To		17,452,911.14	23,575,000.00	25,919.71	23,549,080.29	0
301 CAPITAL IMPROVEMENT FUND		Prior	YTD			
Revenues:		15,874,366.58	0.00			

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditures:	17,452,911.14	25,919.71
Net Income:	1,578,544.56-	25,919.71-

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
401-343-3100	WATER SALES-OPERATING INCOME	4,156,518.87	4,859,723.00	0.00	4,859,723.00-	0
401-343-3500	WATER- METER INSTALLATIONS	233,501.32	263,000.00	22,243.00	240,757.00-	8
401-343-3510	WATER- OTHER (ON/OFF FEES)	35,325.00	30,000.00	0.00	30,000.00-	0
401-343-3520	WATER INCOME-OTHER	20,439.57	10,000.00	750.00	9,250.00-	8
401-343-3521	RETURN CHECK BILLINGS	15.00	0.00	0.00	0.00	0
401-343-5100	SEWER OPERATING INCOME-BILLINGS	6,811,981.41	9,614,212.00	0.00	9,614,212.00-	0
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)	15,870.00	15,000.00	2,645.00	12,355.00-	18
401-343-5520	TSS/COD WASTEWATER FEES	906,498.38	1,000,000.00	0.00	1,000,000.00-	0
401-343-6100	REUSE WATER OPERATIONS	155,743.72	130,295.00	0.00	130,295.00-	0
401-361-0000	INTEREST EARNINGS	93,479.16	25,000.00	0.00	25,000.00-	0
401-389-5000	Non-Operational-Cash Forward- W/S	0.00	10,110,000.00	0.00	10,110,000.00-	0
UTILITY FUND Revenue Totals		12,429,372.43	26,069,230.00	25,638.00	26,043,592.00-	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-530-00-0000	PHYSICAL ENVIRONMENT/ADMIN:	0.00	0.00	0.00	0.00	0
401-530-10-1200	SALARIES	152,201.33	194,926.00	32,526.81	162,399.19	17
401-530-10-1500	SICK LEAVE	9,675.56	0.00	1,563.36	1,563.36-	0
401-530-10-1600	VACATION PAY	11,520.36	0.00	939.66	939.66-	0
401-530-10-1800	HOLIDAY PAY	6,282.02	0.00	1,472.75	1,472.75-	0
401-530-10-2100	FICA EXPENSE	13,713.26	15,111.00	2,789.00	12,322.00	18
401-530-10-2200	RETIREMENT	24,412.01	26,570.00	4,975.26	21,594.74	19
401-530-10-2210	BENEFIT ADMIN FEES	27.00	0.00	9.00	9.00-	0
401-530-10-2300	LIFE & HEALTH INSURANCE	35,371.45	43,200.00	10,516.85	32,683.15	24
401-530-10-2600	WORKERS COMPENSATION INSURANCE	1,512.62	1,600.00	626.97	973.03	39
401-530-30-3100	PROFESSIONAL SERVICES	1,205.00	3,000.00	0.00	3,000.00	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-530-30-3200	ACCOUNTING & AUDITING FEES	22,500.00	35,000.00	0.00	35,000.00	0
401-530-30-3400	OTHER CONTRACTUAL SERVICES	31,354.14	35,750.00	5,844.46	29,905.54	16
401-530-30-4000	TRAVEL & PER DIEM	0.00	500.00	0.00	500.00	0
401-530-30-4100	TELEPHONE EXPENSE	5,086.35	5,400.00	485.01	4,914.99	9
401-530-30-4110	IT LICENSING / EQUIPMENT	39,800.74	45,520.00	24,186.40	21,333.60	53
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	31,457.27	32,800.00	0.00	32,800.00	0
401-530-30-4300	UTILITIES EXPENSE	17,689.80	20,000.00	0.00	20,000.00	0
401-530-30-4400	RENTAL & LEASING	3,806.53	3,750.00	44.09	3,705.91	1
401-530-30-4500	GENERAL INSURANCE	316,165.89	450,000.00	358,999.50	91,000.50	80
401-530-30-4600	REPAIR & MAINTENANCE	23,424.12	31,950.00	287.17	31,662.83	1
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	18,373.19	16,200.00	0.00	16,200.00	0
401-530-30-5100	OFFICE SUPPLIES	527.17	1,000.00	4.65	995.35	0
401-530-30-5200	OPERATING SUPPLIES	5,465.63	5,500.00	1,053.34	4,446.66	19
401-530-30-5400	SUBSCRIPTIONS/DUES	409.86	500.00	0.00	500.00	0
401-530-30-5500	TRAINING	760.00	2,000.00	0.00	2,000.00	0
	530 PHYSICAL ENVIRONMENT/ADMIN:	772,741.30	970,277.00	446,324.28	523,952.72	46
401-533-00-0000	WATER DEPARTMENT:	0.00	0.00	0.00	0.00	0
401-533-10-1200	SALARIES	764,387.98	1,255,075.00	166,476.66	1,088,598.34	13
401-533-10-1250	ON CALL	12,800.00	14,000.00	2,250.00	11,750.00	16
401-533-10-1260	SHIFT DIFFERENTIAL	0.00	5,200.00	0.00	5,200.00	0
401-533-10-1300	OVERTIME	15,771.12	15,000.00	3,499.49	11,500.51	23
401-533-10-1500	SICK LEAVE	26,918.54	0.00	5,182.06	5,182.06-	0
401-533-10-1600	VACATION PAY	37,247.11	0.00	4,896.09	4,896.09-	0
401-533-10-1700	INCENTIVE PAY	1,250.00	0.00	500.00	500.00-	0
401-533-10-1800	HOLIDAY PAY	28,383.61	0.00	7,272.03	7,272.03-	0
401-533-10-1820	HOLIDAY PREMIUM	1,876.87	5,000.00	10,625.24	5,625.24-	212

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-533-10-2100	FICA EXPENSE	68,286.60	94,382.00	15,341.53	79,040.47	16
401-533-10-2200	RETIREMENT	120,604.27	186,626.00	27,355.66	159,270.34	15
401-533-10-2210	BENEFIT ADMIN FEES	94.50	0.00	9.00	9.00-	0
401-533-10-2300	LIFE & HEALTH INSURANCE	148,013.42	244,070.00	34,879.29	209,190.71	14
401-533-10-2600	WORKERS COMPENSATION INSURANCE	24,201.51	25,500.00	9,992.24	15,507.76	39
401-533-30-3100	PROFESSIONAL SERVICES	133,231.40	186,000.00	86.60	185,913.40	0
401-533-30-3400	OTHER CONTRACTUAL SERVICES	241,795.01	259,700.00	6,257.68	253,442.32	2
401-533-30-3450	CLOTHING AND UNIFORMS	8,125.98	11,000.00	2,044.12	8,955.88	19
401-533-30-4000	TRAVEL & PER DIEM	4,225.57	8,000.00	240.13	7,759.87	3
401-533-30-4100	TELEPHONE EXPENSE	35,834.80	30,000.00	3,452.79	26,547.21	12
401-533-30-4110	IT LICENSING / EQUIPMENT	52,206.96	57,110.00	13,905.66	43,204.34	24
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	975.18	3,500.00	0.00	3,500.00	0
401-533-30-4300	UTILITIES EXPENSE	180,007.68	150,000.00	49,161.53	100,838.47	33
401-533-30-4400	RENTAL & LEASING	3,226.26	9,000.00	441.00	8,559.00	5
401-533-30-4600	REPAIR & MAINTENANCE	213,350.39	160,000.00	47,880.29	112,119.71	30
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	4,030.00	6,000.00	100.00	5,900.00	2
401-533-30-4960	BOOT ALLOWANCE	2,671.27	3,850.00	466.39	3,383.61	12
401-533-30-5100	OFFICE SUPPLIES	3,746.39	6,500.00	332.51	6,167.49	5
401-533-30-5200	OPERATING SUPPLIES	162,974.79	231,000.00	7,818.53	223,181.47	3
401-533-30-5220	WATER METERS	346,070.07	405,000.00	37,227.43	367,772.57	9
401-533-30-5250	FUEL EXPENSE	45,671.38	45,000.00	0.00	45,000.00	0
401-533-30-5260	CHEMICALS	398,028.60	350,000.00	80,955.50	269,044.50	23
401-533-30-5270	LABORATORY SAMPLES	47,076.00	45,000.00	2,739.00	42,261.00	6
401-533-30-5400	SUBSCRIPTIONS/DUES	7,231.64	9,000.00	0.00	9,000.00	0
401-533-30-5500	TRAINING	8,212.18	7,600.00	442.45	7,157.55	6
401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	40,051.85	839,500.00	15,517.00	823,983.00	2
401-533-60-6301	METER CHANGE OUT PROGRAM	115,407.65	220,000.00	0.00	220,000.00	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-533-60-6350	LOOP/UPGRADE WATER MAINS	273,127.40	900,000.00	1,960.00	898,040.00	0
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	212,245.00	136,750.00	0.00	136,750.00	0
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	19,188.55	19,970.00	19,960.34	9.66	100
401-533-60-6691	LEASE PURCHASE INTEREST PMT	2,409.86	1,640.00	1,638.07	1.93	100
401-533-60-6911	RELOCATION PROJECTS	0.00	4,500,000.00	0.00	4,500,000.00	0
	533 WATER DEPARTMENT:	3,810,957.39	10,445,973.00	580,906.31	9,865,066.69	6
401-535-00-0000	WASTEWATER DEPARTMENT:	0.00	0.00	0.00	0.00	0
401-535-10-1200	SALARIES	1,098,002.74	1,784,364.00	254,121.83	1,530,242.17	14
401-535-10-1250	ON CALL	18,700.00	19,500.00	3,500.00	16,000.00	18
401-535-10-1260	SHIFT DIFFERENTIAL	0.00	5,200.00	0.00	5,200.00	0
401-535-10-1300	OVERTIME	30,321.50	19,500.00	13,324.77	6,175.23	68
401-535-10-1500	SICK LEAVE	47,850.49	0.00	5,039.86	5,039.86-	0
401-535-10-1600	VACATION PAY	60,148.99	0.00	9,244.22	9,244.22-	0
401-535-10-1700	INCENTIVE PAY	1,900.00	0.00	1,000.00	1,000.00-	0
401-535-10-1800	HOLIDAY PAY	37,977.19	0.00	11,080.68	11,080.68-	0
401-535-10-1820	HOLIDAY PREMIUM	9,174.30	12,000.00	28,237.82	16,237.82-	235
401-535-10-2100	FICA EXPENSE	100,533.39	130,601.00	24,884.97	105,716.03	19
401-535-10-2200	RETIREMENT	182,326.47	282,391.00	45,462.52	236,928.48	16
401-535-10-2210	BENEFIT ADMIN FEES	310.50	0.00	81.00	81.00-	0
401-535-10-2300	LIFE & HEALTH INSURANCE	190,157.83	320,740.00	47,122.81	273,617.19	15
401-535-10-2600	WORKERS COMPENSATION INSURANCE	48,403.12	50,800.00	19,906.11	30,893.89	39
401-535-30-3100	PROFESSIONAL SERVICES	152,416.99	190,000.00	469.29	189,530.71	0
401-535-30-3400	OTHER CONTRACTUAL SERVICES	298,967.00	992,000.00	82,006.06	909,993.94	8
401-535-30-3450	CLOTHING AND UNIFORMS	9,168.63	14,000.00	2,641.34	11,358.66	19
401-535-30-4000	TRAVEL & PER DIEM	6,494.85	8,000.00	346.52	7,653.48	4
401-535-30-4100	TELEPHONE EXPENSE	24,270.19	23,000.00	2,378.71	20,621.29	10

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-535-30-4110	IT LICENSING / EQUIPMENT	65,707.57	55,250.00	10,763.02	44,486.98	19
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	2,613.94	3,000.00	226.80	2,773.20	8
401-535-30-4300	UTILITIES EXPENSE	517,849.79	450,000.00	15,000.50	434,999.50	3
401-535-30-4400	RENTAL & LEASING	33,742.50	75,000.00	15,235.94	59,764.06	20
401-535-30-4600	REPAIR & MAINTENANCE	640,861.47	700,000.00	57,745.49	642,254.51	8
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	10,881.08	15,000.00	0.00	15,000.00	0
401-535-30-4940	LANDFILL DISPOSAL FEES	166,291.56	180,000.00	13,957.20	166,042.80	8
401-535-30-4960	BOOT ALLOWANCE	1,957.52	5,100.00	987.30	4,112.70	19
401-535-30-5100	OFFICE SUPPLIES	4,353.57	5,500.00	1,217.74	4,282.26	22
401-535-30-5200	OPERATING SUPPLIES	259,987.38	330,000.00	31,447.09	298,552.91	10
401-535-30-5250	FUEL EXPENSE	71,968.39	65,000.00	9,908.13	55,091.87	15
401-535-30-5260	CHEMICALS	257,346.12	228,000.00	53,462.04	174,537.96	23
401-535-30-5270	LABORATORY SAMPLES	160,464.00	300,000.00	27,692.00	272,308.00	9
401-535-30-5400	SUBSCRIPTIONS/DUES	2,675.94	5,000.00	0.00	5,000.00	0
401-535-30-5500	TRAINING	8,623.94	10,000.00	392.45	9,607.55	4
401-535-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	100,000.00	0.00	100,000.00	0
401-535-60-6250	LIFT STATION UPGRADES	441,798.91	778,000.00	0.00	778,000.00	0
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	46,594.00	157,000.00	0.00	157,000.00	0
401-535-60-6310	MILLENNIUM PARK PROJECT	128,252.12	1,800,000.00	0.00	1,800,000.00	0
401-535-60-6330	CR 209 LS UPGRADES	387,484.62	0.00	0.00	0.00	0
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	964,402.33	182,700.00	0.00	182,700.00	0
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEME	281,660.38	645,000.00	0.00	645,000.00	0
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	79,982.17	122,000.00	0.00	122,000.00	0
401-535-60-6691	LEASE PURCHASE INTEREST PMT	4,616.50	0.00	0.00	0.00	0
401-535-60-6770	SR 44 FM / CCC DECOMMISSIONING	3,318,556.29	600,000.00	0.00	600,000.00	0
401-535-70-7303	WILDWOOD ESTATES LS	81,767.83	0.00	0.00	0.00	0
535 WASTEWATER DEPARTMENT:		10,257,564.10	10,663,646.00	788,884.21	9,874,761.79	7

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

<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>
401-580-90-0000	CONTINGENCY:	0.00	0.00	0.00	0.00	0
401-580-90-9912	CONTIN- WATER SEWER-REFUSE	0.00	3,304,794.00	0.00	3,304,794.00	0
401-582-00-0000	DEBT SERVICE:	0.00	0.00	0.00	0.00	0
401-582-70-7100	SUMTER SCHOOL BOARD LEASE PURCHASE	170,000.00	170,000.00	0.00	170,000.00	0
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	347,935.50	355,210.00	0.00	355,210.00	0
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T)	110,531.26	113,380.00	56,328.98	57,051.02	50
401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	31,979.38	24,710.00	0.00	24,710.00	0
401-582-70-7206	DEBT SERV-INTERST-2016 CONTINENTAL (BE	24,083.78	21,240.00	10,978.54	10,261.46	52
582 DEBT SERVICE:		684,529.92	684,540.00	67,307.52	617,232.48	10
UTILITY FUND Expenditure Totals		15,525,792.71	26,069,230.00	1,883,422.32	24,185,807.68	7

401 UTILITY FUND	Prior	YTD
Revenues:	12,429,372.43	25,638.00
Expenditures:	15,525,792.71	1,883,422.32
Net Income:	3,096,420.28-	1,857,784.32-

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
402-334-3500	STATE GRANT	0.00	9,250,000.00	0.00	9,250,000.00-	0
402-361-0000	INTEREST	38,836.54	0.00	0.00	0.00	0
402-382-0010	TRANSFER FROM GENERAL FUND	3,000,000.00	4,000,000.00	0.00	4,000,000.00-	0
402-382-3010	TRANSFER FROM CAPITAL IMPROVEMENT FI	5,000,000.00	5,000,000.00	0.00	5,000,000.00-	0
402-382-4090	TRANSFER FROM WW SDC FUND	1,000,000.00	15,000,000.00	0.00	15,000,000.00-	0
402-389-5000	CASH FORWARD	0.00	8,500,000.00	0.00	8,500,000.00-	0
402-389-9001	LOAN PROCEEDS	0.00	90,000,000.00	0.00	90,000,000.00-	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		9,038,836.54	143,750,000.00	0.00	143,750,000.00-	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
402-536-00-0000	CONSTRUCTION FUND:	0.00	0.00	0.00	0.00	0
402-536-70-7353	WWTP PROJECT	919,294.51	63,800,000.00	0.00	63,800,000.00	0
402-580-90-9913	CONTINGENCY - CONSTRUCTION FUND	0.00	79,950,000.00	0.00	79,950,000.00	0
CAPITAL PROJECTS (LOAN/ Expenditure Tot		919,294.51	143,750,000.00	0.00	143,750,000.00	0

402 CAPITAL PROJECTS (LOAN/GRANT)	Prior	YTD
Revenues:	9,038,836.54	0.00
Expenditures:	919,294.51	0.00
Net Income:	8,119,542.03	0.00

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
403-361-0000	INTEREST EARNINGS	265.69	240.00	0.00	240.00-	0
403-389-5000	NON-OPERATIONAL-CASH FORWARD	0.00	53,600.00	0.00	53,600.00-	0
INDUSTRIAL FUND Revenue Totals		265.69	53,840.00	0.00	53,840.00-	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
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	42,840.00	0.00	42,840.00	0
403-581-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0
403-581-00-0100	TRANSFER TO GENERAL FUND	10,000.00	10,000.00	0.00	10,000.00	0
INDUSTRIAL FUND Expenditure Totals		10,000.00	53,840.00	0.00	53,840.00	0

403 INDUSTRIAL FUND	Prior	YTD
Revenues:	265.69	0.00
Expenditures:	10,000.00	0.00
Net Income:	9,734.31-	0.00

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
404-361-0000	INTEREST	18.29	0.00	0.00	0.00	0
404-389-5002	CASH FORWARD - WATER CONNECTIONS	0.00	51,100.00	0.00	51,100.00-	0
WATER CONNECTION FEES Revenue Totals		18.29	51,100.00	0.00	51,100.00-	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
404-533-00-0000	WATER CONNECTION FEES:	0.00	0.00	0.00	0.00	0
404-533-30-4900	MISC. EXPENSE & OTHER CURRENT	360.76	0.00	0.00	0.00	0
404-533-70-7352	ASHLEY WTP PROJECT	231,325.00	0.00	0.00	0.00	0
533 Total		231,685.76	0.00	0.00	0.00	0

404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	0.00	51,100.00	0.00	51,100.00	0
WATER CONNECTION FEES Expenditure Tota		231,685.76	51,100.00	0.00	51,100.00	0

404 WATER CONNECTION FEES	Prior	YTD
Revenues:	18.29	0.00
Expenditures:	231,685.76	0.00
Net Income:	231,667.47-	0.00

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
406-361-0000	INTEREST	15.50	0.00	0.00	0.00	0
406-389-5006	CASH FORWARD - WASTEWATER CONNECTION	0.00	154,500.00	0.00	154,500.00-	0
WASTEWATER CONNECTION FEES Revenue		15.50	154,500.00	0.00	154,500.00-	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
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	360.19	0.00	0.00	0.00	0
406-580-90-5006	CONTINGENCY - WASTEWATER CONNECTION	0.00	154,500.00	0.00	154,500.00	0
WASTEWATER CONNECTION F Expenditure 1		360.19	154,500.00	0.00	154,500.00	0

406 WASTEWATER CONNECTION FEES	Prior	YTD
Revenues:	15.50	0.00
Expenditures:	360.19	0.00
Net Income:	344.69-	0.00

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
408-343-3560	WATER SDC FEES	1,990,895.22	3,437,000.00	148,650.07	3,288,349.93-	4
408-361-0000	INTEREST EARNED	528.97	200.00	0.00	200.00-	0
408-389-5012	CASH FORWARD - WATER SDC	0.00	5,350,000.00	0.00	5,350,000.00-	0
WATER SDC FEES Revenue Totals		1,991,424.19	8,787,200.00	148,650.07	8,638,549.93-	1
Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
408-533-30-3401	DEVELOPER REIMBURSEMENTS	0.00	0.00	28,958.40	28,958.40-	0
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	389.15	0.00	0.00	0.00	0
408-533-70-7351	CR 501 IRON FILTRATION PLANT UPGRADES	37,152.50	2,800,000.00	0.00	2,800,000.00	0
408-533-70-7352	ASHLEY WTP UPGRADES	277,000.00	0.00	0.00	0.00	0
533 Total		314,541.65	2,800,000.00	28,958.40	2,771,041.60	1
408-580-90-9914	CONTINGENCY - WATER SDC FUND	0.00	5,731,170.00	0.00	5,731,170.00	0
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	222,961.58	224,930.00	0.00	224,930.00	0
408-582-70-7207	SRF INTEREST - OXFORD WTP	33,068.02	31,100.00	0.00	31,100.00	0
582 Total		256,029.60	256,030.00	0.00	256,030.00	0
WATER SDC FEES Expenditure Totals		570,571.25	8,787,200.00	28,958.40	8,758,241.60	0

408 WATER SDC FEES	Prior	YTD
Revenues:	1,991,424.19	148,650.07
Expenditures:	570,571.25	28,958.40
Net Income:	1,420,852.94	119,691.67

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
409-343-5560	WASTEWATER SDC FEES	5,726,336.40	7,150,000.00	780,966.40	6,369,033.60-	11
409-361-0000	INTEREST EARNED	1,268.48	500.00	0.00	500.00-	0
409-389-5013	CASH FORWARD	0.00	9,950,000.00	0.00	9,950,000.00-	0
WASTEWATER SDC FEES Revenue Totals		5,727,604.88	17,100,500.00	780,966.40	16,319,533.60-	4
Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
409-535-30-3401	DEVELOPER REIMBURSEMENTS	176,523.84	0.00	0.00	0.00	0
409-535-30-4900	MISC. EXPENSE & OTHER CURRENT	397.07	500.00	0.00	500.00	0
409-535-60-6310	MILLENIUM PARK REUSE LINE	0.00	2,000,000.00	0.00	2,000,000.00	0
409-535-60-6315	HUEY STREET SANITARY SEWER REROUTE	431,091.99	0.00	0.00	0.00	0
409-535-70-7346	WWTP FACILITY PLAN	1,619,188.81	0.00	0.00	0.00	0
409-535-70-7355	BRIDGE CROSSING PROJECT	126,477.22	0.00	0.00	0.00	0
535 Total		2,353,678.93	2,000,500.00	0.00	2,000,500.00	0
409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	0.00	24,370.00	0.00	24,370.00	0
409-581-00-4020	TRANSFER TO UTILITY CAP PROJECTS FUND	1,000,000.00	15,000,000.00	0.00	15,000,000.00	0
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN I	4,464.17	4,540.00	0.00	4,540.00	0
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PR	69,809.23	69,830.00	0.00	69,830.00	0
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTR	309.57	290.00	0.00	290.00	0
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEM	1,002.05	970.00	0.00	970.00	0
582 Total		75,585.02	75,630.00	0.00	75,630.00	0
WASTEWATER SDC FEES Expenditure Totals		3,429,263.95	17,100,500.00	0.00	17,100,500.00	0
409 WASTEWATER SDC FEES		Prior	YTD			

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Revenues:	5,727,604.88	780,966.40
Expenditures:	3,429,263.95	0.00
Net Income:	2,298,340.93	780,966.40

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
601-361-0000	INTEREST	137.58	100.00	0.00	100.00-	0
601-389-5000	NON-OPERATIONAL- CASH FORWARD	0.00	51,845.00	0.00	51,845.00-	0
LAW ENFORCEMENT FUND Revenue Totals		137.58	51,945.00	0.00	51,945.00-	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
601-521-00-0000	LAW ENFORCEMENT TRUST:	0.00	0.00	0.00	0.00	0
601-580-90-9999	CONTINGENCY	0.00	51,945.00	0.00	51,945.00	0
LAW ENFORCEMENT FUND Expenditure Tota		0.00	51,945.00	0.00	51,945.00	0

601 LAW ENFORCEMENT FUND	Prior	YTD
Revenues:	137.58	0.00
Expenditures:	0.00	0.00
Net Income:	137.58	0.00

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING DECEMBER 9 2024

12/04/2024
11:14 AM

Grand Totals	Prior	YTD
Revenues:	83,503,348.19	7,722,940.73
Expenditures:	79,157,409.36	6,180,467.18
Net Income:	4,345,938.83	1,542,473.55

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
SPECIAL MEETING
October 8, 2024 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	Present
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present
Jason McHugh	City Manager	Present
Ashley Hunt	City Attorney	Absent
Joshua Bills	City Attorney	Present
Cassandra Smith	Assistant City Manager/CFO	Present
Jessica Barnes	City Clerk	Present
Randall Parmer	Police Chief	Present

Mayor Wolf called the special meeting of the Wildwood Commission to order at 9 a.m. He dispensed with the invocation and Pledge of Allegiance to proceed directly to the purpose of the meeting.

2. Consent Agenda/Informational Items

None.

3. Presentations and/or Proclamations

None.

4. Public Hearings - Timed - Legislative

None.

5. Public Hearings - Timed - Quasi-Judicial

None.

6. Public Forum - 4 minute time limit

None.

7. Ordinances First Reading Only (No Vote)

None.

8. Resolutions for Approval

A. Local State of Emergency Declaration - Hurricane Milton

Mayor Wolf read the title of Resolution No. R2024-26, a resolution declaring a local state of emergency due to the impending arrival of Hurricane Milton. No comments were offered or received. Vote 5-0.

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

9. Financial & Contracts & Agreements

None.

10. General Items for Consideration/Discussion and Other Business

None.

11. Appointments

None.

12. City Manager Reports

City Manager Jason McHugh updated the commission on issues related to Hurricane Milton. McHugh stated that he had spoken with Home Depot's engineer, who relayed to him that they believed the Home Depot storm water pond could take on up to 8 inches of rain. They are continuing to work on the pond to increase function and capacity. Public Works still has the pump stationed in Woodlane Meadows and the Broken Oak pond has been drained as much as possible.

McHugh stated that he is highly concerned about flooding in general throughout the city. He is encouraging all residents to take measures to secure their property. He stated that sand bags are available for residents at the Lake Panasoffkee Regional Recreation Park.

McHugh stated that Sumter County had opened two shelters at schools in the county which would be open to anyone in the state that needs shelter. On Wednesday, the county would open the regular shelters to county residents. City offices would be closed on Wednesday, with the decision on Thursday hours to be determined on Wednesday. McHugh also stated that the Municipal Services Complex would be open to city employees and their immediate family members if they needed shelter.

McHugh then provided an overview of the process of declaring emergencies and the hierarchy involved between the different levels of government.

13. Other Department Reports

None.

14. Commission Members Reports

None.

15. City Attorney Reports

None.

16. Adjournment

With no further business to attend to, the meeting was adjourned at 9:16 a.m.

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

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Jessica Barnes, City Clerk

BY: _____
Ed Wolf, Mayor

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
October 14, 2024 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	Present
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
Melissa Tuck	Human Resources Director	Present
Steve Watson	Fleet Services Director	Present
Lynzey McClellan	Assistant CFO	Present

Mayor Wolf called the meeting to order at 9 a.m. followed by the invocation and Pledge of Allegiance.

2. Consent Agenda/Informational Items

No items were removed from the Consent Agenda. Items A - J were voted on together. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green

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

- A. Expenditure Report
- B. Minutes for Approval: July 22, 2024 Regular Meeting
- C. Breast Cancer Awareness 3K Walk and Community Field Day
- D. Wildwood Rotary Club Thanksgiving 5K
- E. Villages of Southern Oaks Right-of-Way Deed Unit Nos. 235 & 237
- F. PLAT 2408-005 VOSO Unit 242 Final Plat
- G. PLAT 2408-006 VOSO Unit 239 Final Plat
- H. PLAT 2408-007 VOSO Unit 238 Final Plat
- I. SP 2401-003 South Wildwood Industrial Park 1C Bldg. 2
- J. Budgeted Financial Items
 - 1. Purchase of Six (6) 2025 Ford Interceptor Utility Vehicles for the Police Department in the Amount of \$393,261.39
 - 2. Purchase of Two (2) 2025 Ford Explorers for the Police Department in the Amount of \$85,781.11
 - 3. Purchase of One (1) 2024 Ford F250 Crew Cab for the Parks and Rec Department in the Amount of \$51,313.81
 - 4. Purchase of Two (2) 2024 Ford F250s for the Water Department in the Amount of \$127,947.23
 - 5. Purchase of One (1) 2024 Ford F150 for the Parks and Rec Department in the Amount of \$41,138.23
 - 6. Microsoft Licensing Renewal 2 - Year 2 in the Amount of \$64,753.71
 - 7. Replacement of 17 Lift Station PLC Controllers by Process Control Services for the Amount of \$131,325.00

3. Presentations and/or Proclamations

A. Proclaim October 2024 as National Community Planning Month

Mayor Wolf read a proclamation declaring October 2024 as National Community Planning Month. No comments were offered or received. Vote 5-0.

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

B. Proclaim October 13-19, 2024, as Monarch Awareness Week

Mayor Wolf read a proclamation declaring October 13-19, 2024, as Monarch Awareness Week. No comments were offered or received. Vote 5-0.

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

C. Proclaim October 21-27, 2024, as Florida City Government Week

Mayor Wolf read a proclamation declaring October 21-27, 2024, as Florida City Government Week. No comments were offered or received. Vote 5-0.

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

D. 3rd Quarter Team Impact Award July–September

Chief Parmer presented the 3rd Quarter Team Impact Award to Officer James McMann, Officer Cody Lyons, and Trooper David Ramos of the Florida Highway Patrol. Parmer explained how the three individuals had cooperated on an interagency arrest.

E. Re-Accreditation Award Presentation

Chief Parmer presented the certificate of re-accreditation for the police department to Captain Kinder, Lieutenant Hutchins, Audrey Tanner, and Tina Perez, the four individuals who coordinated to maintain the agency's accreditation.

4. Public Hearings - Timed - Legislative

A. Swear in City Staff and Public Speakers

Mayor Wolf swore in staff and audience members who intended to speak during the public hearings.

B. CP 2407-001 707 Missouri Ave

Mayor Wolf read the title of Ordinance O2024-53, an ordinance providing for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Rural Residential (Sumter County) to Medium Density Residential (City) for parcel G05-029 located at 707 Missouri Ave on 5.63 MOL. No comments were offered or received. Vote 5-0.

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

5. Public Hearings - Timed - Quasi-Judicial

A. RZ 2407-001 707 Missouri Ave

Mayor Wolf read the title of Ordinance O2024-54, an ordinance providing for the rezoning of parcel G05-029 located at 707 Missouri Ave from zoning district from RR1 (County) to R-2 (City) on 5.63 MOL. No comments were offered or received. Vote 5-0.

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

B. AN 2408-001 John Papagno Residential

Mayor Wolf read the title of Ordinance O2024-57, an ordinance providing for the annexation of parcel D19-031. The property to be annexed totaled 2.32 acres MOL and was located approximately 0.08 miles east of the CR 209 and CR 214 intersection. No comments were offered or received. Vote 5-0.

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

6. Public Forum - 4 minute time limit

Sumter County Commissioner Craig Estep spoke to the commission, thanking them for the interagency cooperation during the recent storms as well as during the four-year term as commissioner. He also praised City Manager McHugh and city staff in general. Mayor Wolf thanked the commissioner and noted that he was one of few county representatives that frequently attend city meetings.

7. Ordinances First Reading Only (No Vote)

A. PD 2404-001 Convenience Store with Gas Planned Development

Mayor Wolf read the title of Ordinance No. O2024-55 for PD 2404-001. The applicant sought approval from the City Commission for a Planned Development (PD) for SP 2305-007 Convenience Store with Gas to accommodate signage, shared utility infrastructure improvements, and shared access in order to advertise gas prices as well as accommodate future tenants on parcels G07-076, G07-078, and G07-250. The PD allowed five (5) signs to be located on the property along with requirements to the existing billboard as outlined in the ordinance. First reading only. No vote.

RESULT: FIRST READING

PUBLIC HEARING: October 28, 2024

B. CP 2408-003 John Papagno Residential

Mayor Wolf read the title of Ordinance No. O2024-58 for CP 2408-003. The applicant 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 Residential Mixed Use (City) for parcel D19-031 on 2.32 acres MOL. First reading only. No vote.

RESULT: FIRST READING

PUBLIC HEARING: October 28, 2024

C. RZ 2408-003 John Papagno Residential

Mayor Wolf read the title of Ordinance No. O2024-59 for RZ 2408-003. The applicant sought approval from the City Commission for a Zoning Map Amendment to change the zoning district from RR5C (County) to RMU (City) for parcel D19-031 on 2.32 acres MOL. First reading only. No vote.

RESULT: FIRST READING

PUBLIC HEARING: October 28, 2024

D. CP 2408-001 Old Wire West

Mayor Wolf read the title of Ordinance No. O2024-60 for CP 2408-001. The applicant sought approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Medium Density Residential (City) to Commercial (City) for parcel G05D061 on 0.298 acres MOL. First reading only. No vote.

RESULT: FIRST READING

PUBLIC HEARING: October 28, 2024

E. RZ 2408-001 Old Wire West

Mayor Wolf read the title of Ordinance No. O2024-61 for RZ 2408-001. The applicant sought approval from the City Commission for a Zoning Map amendment to change the zoning district from R-3 (City) to C-1 (City) for parcel G05D061 on 0.298 acres MOL. First reading only. No vote.

RESULT: FIRST READING

PUBLIC HEARING: October 28, 2024

F. CP 2408-002 Kent's Building

Mayor Wolf read the title of Ordinance No. O2024-62 for CP 2408-002. The applicant sought

approval from the City of Wildwood City Commission for a Small Scale Comprehensive Plan Amendment Request to change the Future Land Use Map designation from Medium Density Residential (City) to Commercial (City) for parcel G06L166 on 0.2421 acres of land MOL. First reading only. No vote.

RESULT: FIRST READING	PUBLIC HEARING: October 28, 2024
------------------------------	---

G. RZ 2408-002 Kent's Building

Mayor Wolf read the title of Ordinance No. O2024-63 for RZ 2408-002. The applicant sought approval from the City of Wildwood City Commission for a Zoning Map amendment request to change the zoning designation from R-3 (City) to C-1 (City) for parcel G06L166 on 0.242 acres of land MOL. First reading only. No vote.

RESULT: FIRST READING	PUBLIC HEARING: October 28, 2024
------------------------------	---

H. AN 2408-003 Oxford Professional Plaza

Mayor Wolf read the title of Ordinance No. O2024-64 for AN 2408-003. The applicant, Lawrence Breech, on behalf of the owner, T-Lynne Properties, LLC, submitted a voluntary annexation application for parcel D20-050. The property to be annexed totaled 3.63 acres MOL and was located approximately 0.36 miles north of the C 472 and N US 301 intersection, located east along N US 301. First reading only. No vote.

RESULT: FIRST READING	PUBLIC HEARING: October 28, 2024
------------------------------	---

I. CN 2408-001 Voluntary Contraction by De-annexing 230.23 Acres of Land (Villages and Buffalo Hide)

Mayor Wolf read the title of Ordinance No. O2024-65 for CN 2408-001. A voluntary contraction petition was submitted for review and consideration on behalf of the Villages Land Operating Company, LLC and Buffalo Hide and Cattle Company, LLC to de-annex approximately 230.23 acres more or less of real property generally located north of E C-470 and west of Marsh Bend Trail, and south of Sumter County Road 526 and west of SE 42nd Drive. First reading only. No vote.

RESULT: FIRST READING	PUBLIC HEARING: October 28, 2024
------------------------------	---

8. Resolutions for Approval

None.

9. Financial & Contracts & Agreements

A. Continental Wastewater Treatment Plant Decommissioning and SR 44 Force Main Pay App No. 9 in the Amount of \$320,636.53

Assistant Utility Director Jason Martin presented Pay App No. 9 for the Continental Wastewater Treatment Plant Decommissioning and SR 44 Force Main project. No comments were offered or received. Vote 5-0.

RESULT:	Approved
MOVER:	Commissioner Elliott

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

- B. Continental Wastewater Treatment Plant Decommissioning and SR 44 Force Main Change Order No. 4 in the Amount of \$44,057.16

Assistant Utility Director Martin presented Change Order No. 4 for the Continental Wastewater Treatment Plant Decommissioning and SR 44 Force Main project. During the installation of the forcemain there were conflicts with newly installed stormwater structures in the FDOT right of way. Change Order No. 4 was created to divert the force main under the storm drains in conflict. Also, included in the change order was the addition of a geotextile mat to the slopes surrounding the lift station to prevent erosion on the slopes. No comments were offered or received. Vote 5-0.

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

- C. Request for Blanket Purchase Agreement with Ferguson Waterworks for Water Meters in the Amount of \$300,000

Assistant CFO Lynzey McClellan presented a request for approval of a blanket purchase order with Ferguson Waterworks for water meters to be purchased in the fiscal year. No comments were offered or received. Vote 5-0.

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

10. General Items for Consideration/Discussion and Other Business

None.

11. Appointments

None.

12. City Manager Reports

City manager Jason McHugh informed the Commission of the upcoming Welcome to Wildwood web based series, scheduled for October 23, October 30th, and November 6th. All presentations will be held from 3 - 5 p.m. The sessions will be recorded and able to be accessed for those who are not able to attend the virtual presentations.

McHugh also informed the commission that he will be holding his first "Monday with the Manager" on October 21 at 12 p.m. at city hall.

McHugh gave the commission an update on the hurricane Milton response.

- A. Request for a Workshop on October 21, 2024 at 9 AM

City Manager McHugh requested a workshop be scheduled for October 21st at 9 a.m. to discuss

the Utility Master Plan, the housing study, and the charter review process. The general consensus of the commission agreed to the date and time.

13. Other Department Reports

A. Development Services Department Report Update

Development Services Director Strickland presented the DSD quarterly update report.

B. Human Resources Department Report Update

HR Director Melissa Tuck presented the HR quarterly update report.

14. Commission Members Reports

Commissioner Elliott mentioned the upcoming elections and encouraged individuals to get informed. He also mentioned the first Charter Review Committee scheduled for that night at 6 p.m.

Commissioner Green reported that he had received a thank you from the East Central Florida Regional Planning Commission for hosting their September meeting. He also expressed gratitude to the city staff for their Hurricane Milton response. Green also told Sumter County Commissioner Craig Estep that he would be missed.

Commissioner Bivins reported that she had been contacted by a resident about a dog training company that was using a city park for their training activities. McHugh stated that he would look into the issue. Bivins also praised city staff for their hurricane response efforts.

Mayor Wolf also thanked the staff for their hard work during and following the hurricane.

15. City Attorney Reports

None.

16. Adjournment

With no further business to attend to, the meeting was adjourned at 9:57 a.m.

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

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 of Site Plan Approval SP 2208-006 Woodspring Suites Wildwood

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 Commission of an approved Site Plan, on parcel D17-060, for SP 2208-006 Woodspring Suites Wildwood. The site will consist of a 51,945 SF hotel consisting of 122 guest rooms and associated infrastructure.

Case number SP 2208-006 was considered by the City Commission on Monday, January 8, 2024, and was approved. The applicant has requested a one-year extension. If approved, the extension will take effect January 8, 2025, and expire on January 8, 2026.



DATED: 11/27/2024

Amanda Bondi

Planner II, Development Services



November 25, 2024

City of Wildwood
City Commission
City Hall
100 North Main Street
Wildwood, FL 34785

RE: Request for extension of SP 2208-006 WoodSpring Suites Development Approval

To the Honorable Members of the Wildwood City Commission:

On January 9, 2024, the members of this Commission issued an official approval of project number SP2208-006 (WoodSpring Suites Wildwood), brought before the Commission by Christopher Germana of Germana Engineering, on behalf of DI Development, fee simple titleholders at the time of Sumter County parcel number D17-060, otherwise known as 4353 County Road 106, Oxford, FL. It was understood by all parties at the time that the approval was issued that, in the event that substantial construction progress had not been made, said approval would expire one (1) year after issuance.

On March 12, 2024, the property, along with the approved development plans, was conveyed to SSH Hotel Property XVII LLC, based in Denver, CO. Rimrock Development, LLC had been retained by SSH as fee developers for the hotel, and the understanding of all parties was that construction start was imminent, pending only finalization of SSH's construction financing package.

Over the intervening months, it became increasingly clear that SSH was experiencing difficulties capitalizing the project, and at the end of August, Rimrock received official notice that SSH would be unable to proceed with funding and construction. At that time, Rimrock and SSH began negotiations that culminated November 15 in SSH conveying ownership of the property and project to Rimrock via transfer of membership interest. (A copy of the executed membership interest purchase agreement and assignment is provided for reference.)

Now that Rimrock has obtained full ownership and control of the property, we have already made substantial progress towards finalizing our construction financing and are preparing to begin construction.

Unfortunately, though, the timing of the ownership transfer, combined with the holidays and the simple logistics of project capitalization have made the requirement to show meaningful construction progress on or before January 8 virtually impossible for us to meet.



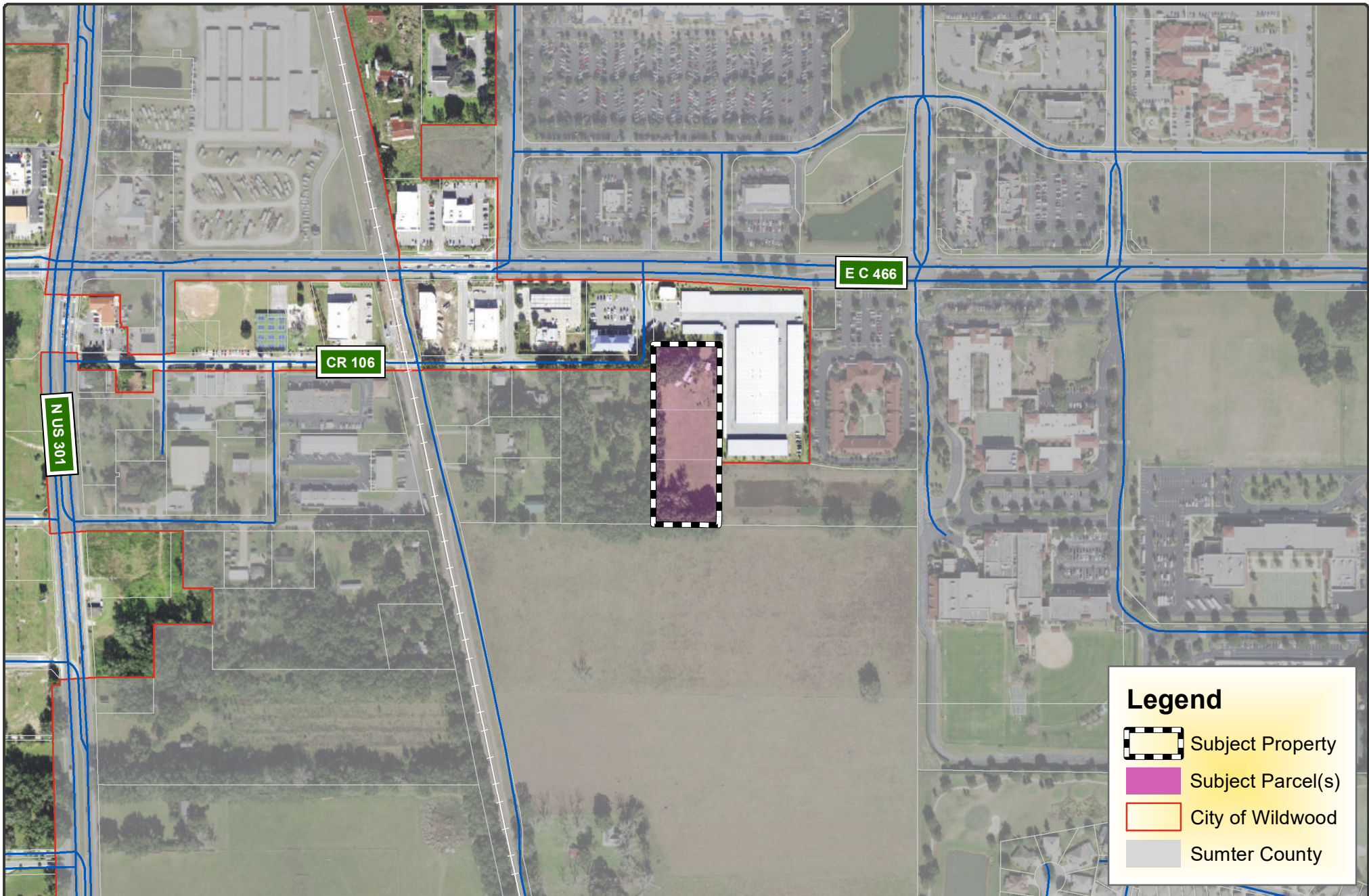
Accordingly, we wish to request that the Commission consider granting us a twelve-month extension to the previously issued development approval, thereby granting us time to finalize our capital stack, take necessary steps to comply with permitting agencies' requirements, pay fees and begin construction.

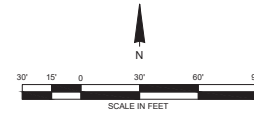
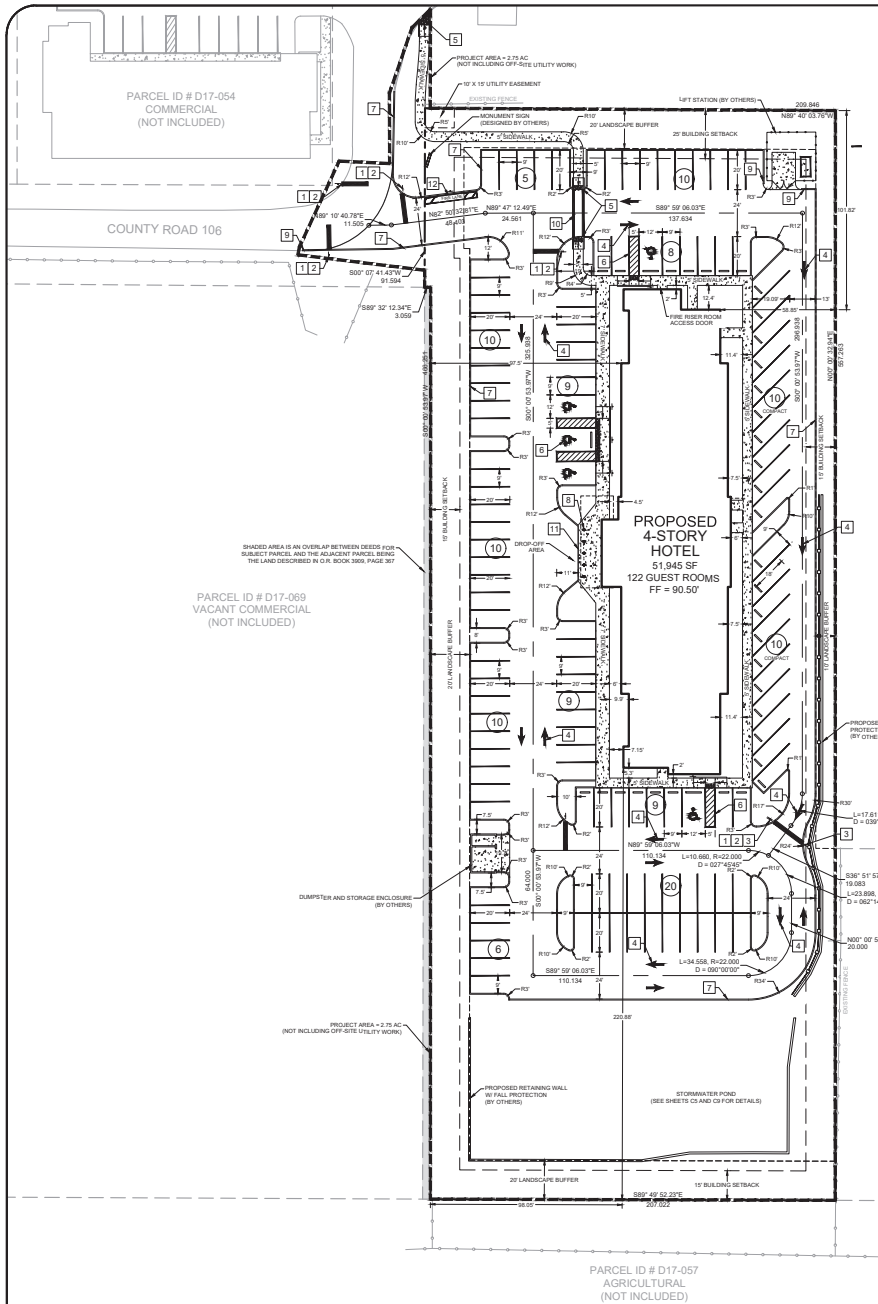
We greatly appreciate the Commission's time and consideration and stand willing to address any questions or concerns members of the Commission may have.

Very sincerely yours,

A handwritten signature in black ink, appearing to be "CMB", written over a large, light gray triangular background element.

Carrie M. Bailey
Vice President-Development





SITE DATA

- SITE AREA** = 2.66 AC / 115,682 SF
- SITE LOCATION**
11693 COUNTY ROAD 106
OXFORD, FLORIDA 34464
SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST
- SITE DESCRIPTION**
TAX PARCEL: D17-060
FUTURE LAND USE: COM (WILDLAND)
ZONING: C-3 GENERAL COMMERCIAL - HIGHWAY (WILDLAND)
DESIGN DISTRICT: COMMUNITY (WILDLAND)
- UTILITY PROVIDERS**
WATER: CITY OF WILDLAND
SEWER: CITY OF WILDLAND
TELECOMMUNICATIONS: XFINITY
ELECTRIC: DUKE ENERGY
- SITE REQUIREMENTS**
MAXIMUM ISR: 75%
MIN. OPEN SPACE: 20%
MAX. FAR: 0.50
FRONT SETBACK: 25'
SIDE SETBACK: 15'
REAR SETBACK: 10'
NORTH BUFFER: 20' (20' PROVIDED)
EAST BUFFER (COMPASS STORAGE): 20' (WAVAR REQUIRED / 10' PROVIDED)
EAST BUFFER (STORMWATER POND): 0' (0' PROVIDED)
SOUTH BUFFER: 20' (20' PROVIDED)
WEST BUFFER: 20' (20' PROVIDED)
- BUILDING DATA**
USE TYPE: 4-STORY HOTEL
HEIGHT: 146.0'
DIMENSIONS: VARY
AREA: 51,945 SF TOTAL
NUMBER OF GUEST ROOMS: 122
NUMBER OF EMPLOYEES: 4
PROPOSED FAR = 0.45
- PARKING DATA**
HOTEL: 1 SPACE / GUEST ROOM + 1 SPACE / EMPLOYEE
PARKING REQUIRED = 120 SPACES
PARKING PROVIDED = 120 SPACES
COMPACT PARKING MAX. = 63 SPACES
COMPACT PARKING PROVIDED = 20 SPACES
(101-100 SPACES PROVIDED)
HANDICAP REQUIRED = 5 SPACES
HANDICAP PROVIDED = 5 SPACES
- IMPERVIOUS DATA**
BUILDINGS = 13,122 SF
PROPOSED ASPHALT = 81,341 SF
CONCRETE = 5,179 SF
IMPERVIOUS = 69,642 SF / 1.60 AC (ISR = 60.15%)
OPEN SPACE = 46,040 SF / 1.06 AC (39.85%)
OFF-SITE PROPOSED ASPHALT = 828 SF
OFF-SITE PROPOSED CONCRETE = 302 SF

LEGEND

- PROPOSED CONCRETE
- GUARD RAIL (BY OTHERS)
- RETAINING WALL WITH FALL PROTECTION (BY OTHERS)
- EXTERIOR PARCEL LINE
- PROPERTY LINE
- BUFFER LINE
- SETBACK LINE
- EASEMENT LINE
- CANOPY (BY OTHERS)

KEY LEGEND

- 30" STOP SIGN (R1-1)
- 24" WIDE WHITE PAINTED STOP BAR
- DO NOT ENTER SIGN (R5-1)
- WHITE PAINTED DIRECTIONAL ARROW
- CURB RAMP WITH EXPOSED AGGREGATE DETECTABLE WARNING
- HANDICAP SPACE STRIPING AND SIGNAGE
- TYPE D CURB (TYPICAL)
- CONCRETE BOLLARDS AT 6' O.C. (DECORATE SLEEVE)
- 3" CURB TRANSITION
- 12" WIDE WHITE PAINTED CROSSWALK
- 6" WIDE EDGE CURB
- FIRE LANE SIGNAGE AND STRIPING (SEE DETAIL SHEET C8)

This document is the property of Germa Engineering and is not to be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without written permission from Germa Engineering.

Digitally signed by
Christopher M. Germa
Date: 2023.11.16
13:47:41 -05'00'



CHRISTOPHER M. GERMA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 23279

SITE PLAN

WOODSPRING SUITES VILLAGES, FL

WILDLAND, FLORIDA

PROJECT # GE0000201

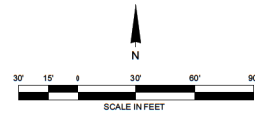
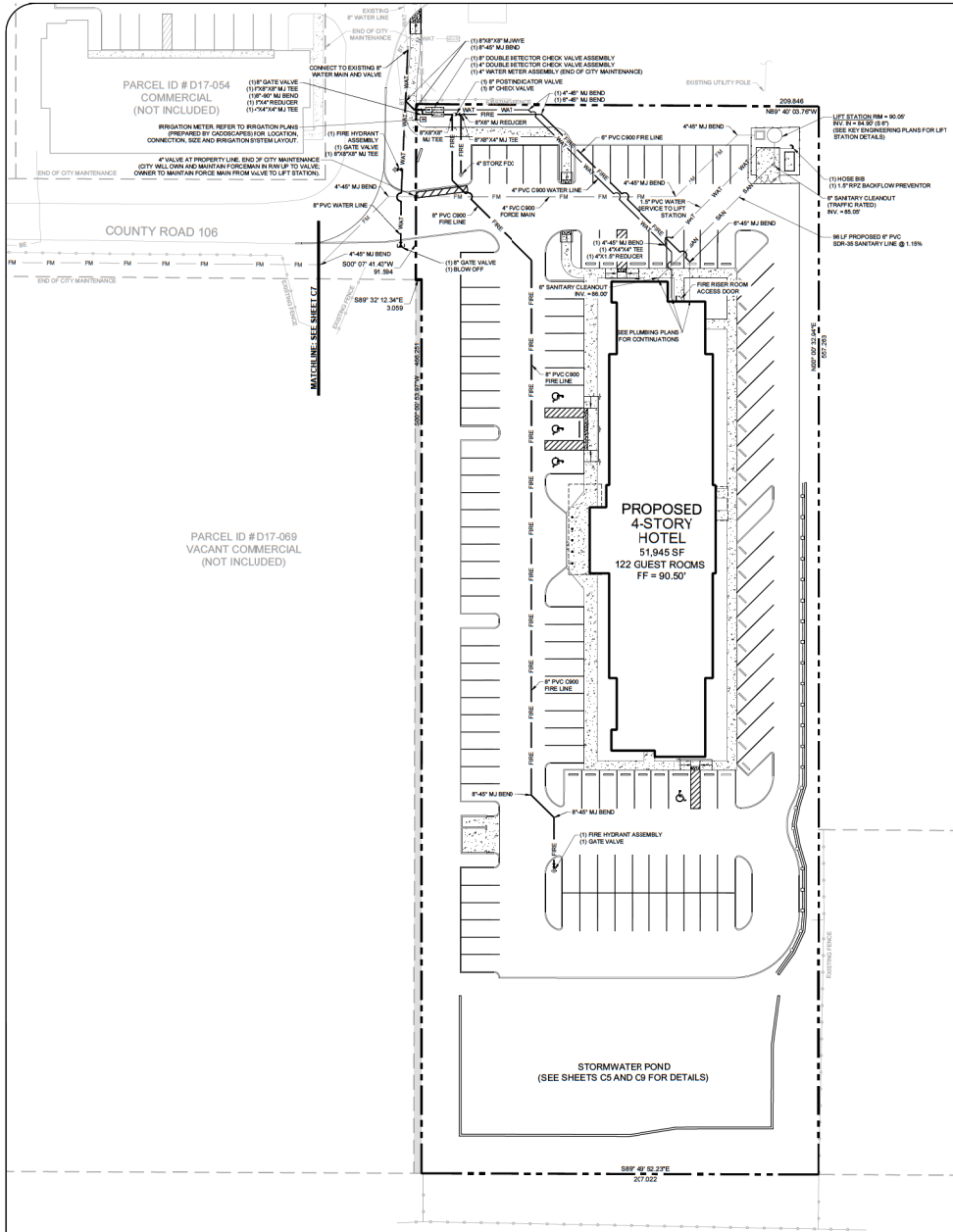
GERMA ENGINEERING
AND ASSOCIATES, LLC
1120 WEST WYOMING AVENUE
SUITE 200
OXFORD, FLORIDA 34464
WWW.GERMAENGINEERING.COM
CONTACT: 813.221.1221

SCALE: 1" = 30'

DATE: 08-05-2022

SHEET

C4



- LEGEND**
- PROPOSED CONCRETE
 - EXTERIOR PARCEL LINE
 - PROPERTY LINE
 - EXISTING WATER LINE
 - PROPOSED WATER LINE
 - PROPOSED SANITARY LINE
 - PROPOSED FORCE MAIN
 - EXISTING FENCE

****CAUTION****
EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE LOCATED WITHIN THE PROJECT AREA. THE LOCATION OF THE EXISTING UTILITIES SHOWN IN THESE PLANS IS FOR REFERENCE INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

- NOTES**
- ALL ON-SITE UTILITIES TO BE PRIVATELY OWNED AND MAINTAINED.
 - EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. DAMAGE TO EXISTING UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED AT THE CONTRACTOR'S OWN EXPENSE.
 - ALL UTILITY CONSTRUCTION TO CONFORM TO THE CITY OF WILDLAND CONSTRUCTION STANDARDS.
 - THE MINIMUM FIRE FLOW AND FLOW DURATION REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS HAVING A FIRE FLOW AREA THAT DOES NOT EXCEED 5000 FT² SHALL BE 1000 GPM FOR 1 HOUR (NFPA 18.5.1.1).
 - FIRE PROTECTION WATER SUPPLY WILL BE AVAILABLE PRIOR TO AND DURING CONSTRUCTION.
 - CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY OF WILDLAND TWO WEEKS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

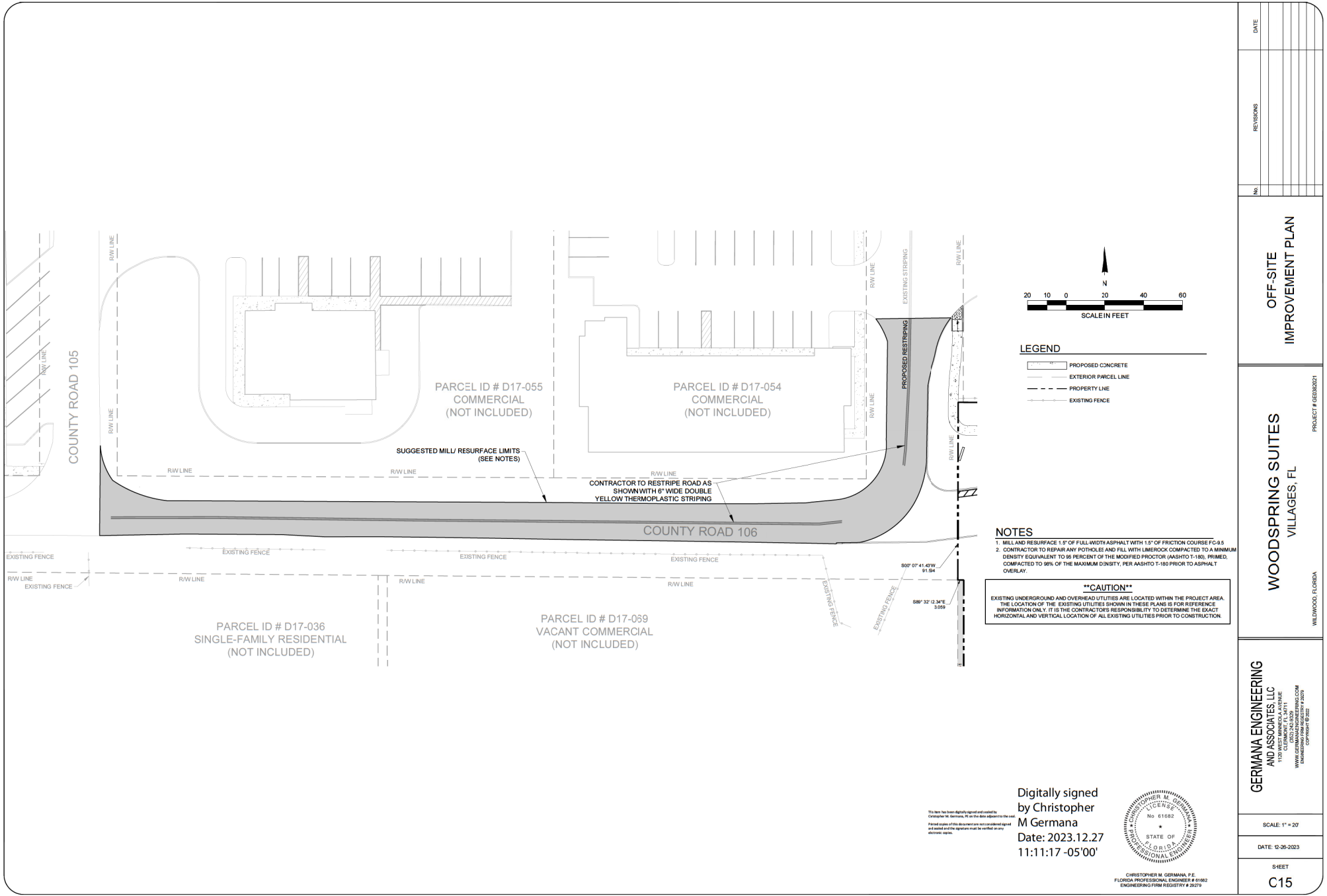
- FIRE FLOW CALCULATIONS**
- TOTAL FIRE FLOW AREA = 51,946 SF
 - CONSTRUCTION TYPE = V-A / V (111)
 - MINIMUM REQUIRED FIRE FLOW = 4,000 GPM (PER NFPA ANNEX H, TABLE H.5.1) 25% REDUCTION = 3,000 GPM (PER NFPA 18.5.2.1) = 1,000 GPM
 - NUMBER OF HYDRANTS REQUIRED = 1 (PER NFPA ANNEX I, TABLE I.3)
 - NUMBER OF HYDRANTS PROVIDED = 2

Digitally signed
by Christopher
M Germania
Date:
2023.12.27
11:02:01 -05'00



CHRISTOPHER M. GERMANIA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 20279

REVISIONS		DATE
No.	1	02-07-2023
REVISED PER CITY COMMENTS		10-05-2023
2		11-13-2023
REVISED PER CITY COMMENTS		
3		
REVISED PER CITY COMMENTS		
UTILITY PLAN		
WOODSPRING SUITES VILLAGES, FL		
PROJECT # GERM0021		
WILDLAND, FLORIDA		
GERMANIA ENGINEERING AND ASSOCIATES, LLC 11325 COUNTRY CLUB BLVD, SUITE 100 FORT MYERS, FL 33907 (813) 242-8320 WWW.GERMANIAENGINEERING.COM ENGINEERING FIRM REGISTRY # 20279 CREATED: 12-27-2023		
SCALE: 1" = 30'		DATE: 02-26-2023
SHEET		C6



DATE	
REVISIONS	
No.	
OFF-SITE IMPROVEMENT PLAN	
WOODSPRING SUITES VILLAGES, FL	
PROJECT # GERM0021	
WILMINGTON, FLORIDA	
GERMANA ENGINEERING AND ASSOCIATES, LLC 11320 WOODBRIDGE AVENUE CLERMONT, FL 34711 (800) 242-8000 WWW.GERMANAENGINEERING.COM ENGINEERING FIRM REGISTRY # 20279 EXPIRATION 06/2025	
SCALE: 1" = 20'	
DATE: 0-26-2023	
SHEET	
C15	

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Extension of Site Plan Approval SP 2205-006 Chesterfield Village Plaza Phase 2

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 Commission of an approved Site Plan, on parcel G17A009A, for SP 2205-006 Chesterfield Villages Plaza Phase 2. The site will consist of two 7,527 SF retail buildings with associated infrastructure.

Case number SP 2205-006 was considered by the City Commission on Monday, January 8, 2024, and was approved. The applicant has requested a one-year extension. If approved, the extension will take effect January 8, 2025, and expire on January 8, 2026.



DATED: 11/27/2024
Amanda Bondi
Planner II, Development Services

November 25, 2024

City of Wildwood
100 N Main Street
Wildwood, FL 34785

Re: 1-year extension request for Chesterfield Village Plaza – Phase II

Dear City of Wildwood,

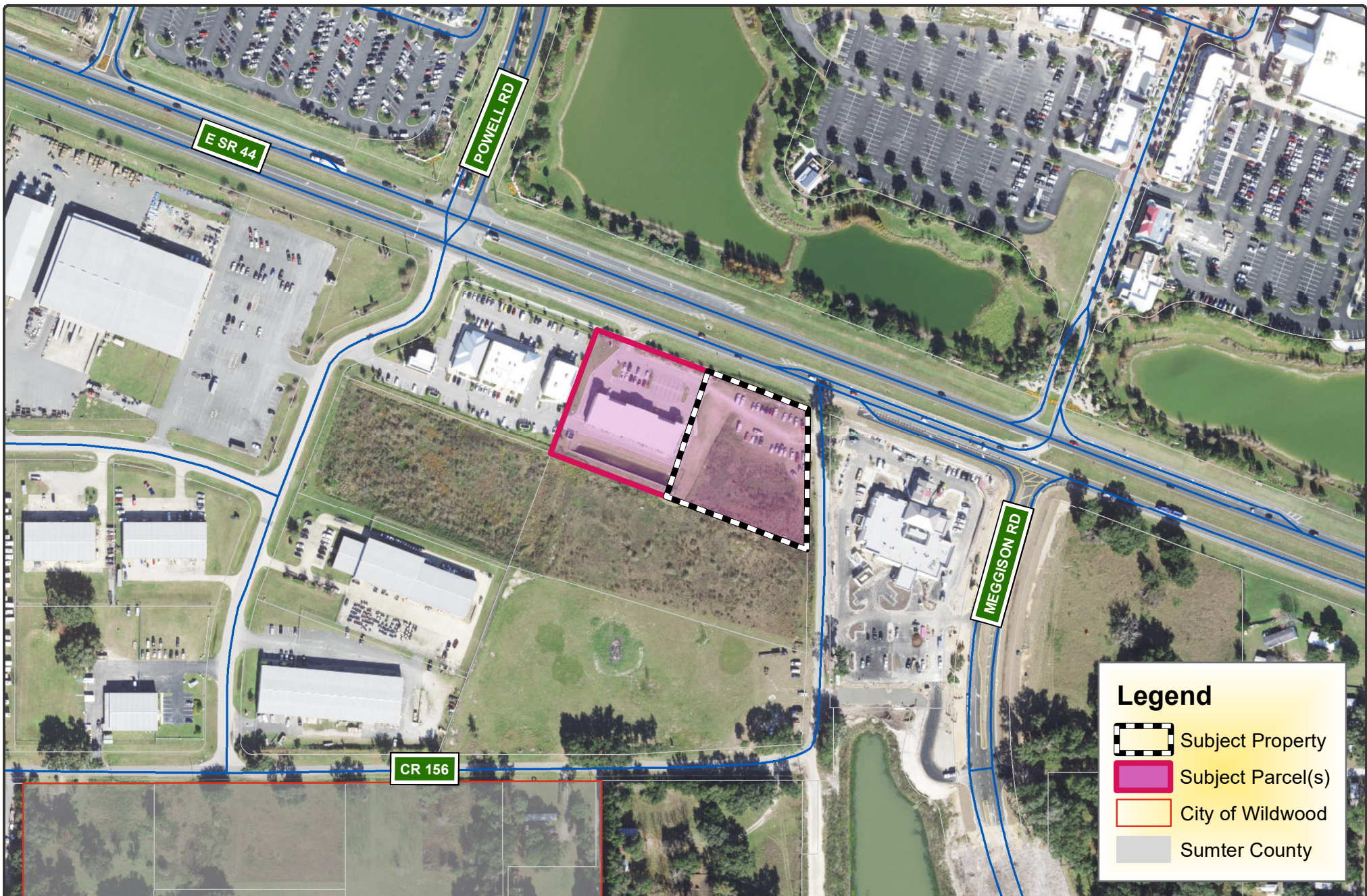
Please accept this letter as a request for 1-year extension for the Phase II of Chesterfield Village Plaza on SR 44 in Wildwood. We just received the approval from the Sumter County for our building plans and we just finalized our contract with our general contractor, GP Construction. Our GC is ready to pull the permit as soon as possible now and begin construction soon after.

Thank you very much for your consideration for a 1-year extension. Please feel free to contact me should you have any further questions.

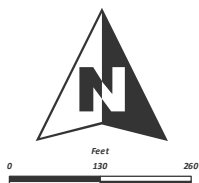
Regards,

A handwritten signature in black ink, appearing to read 'Alpesh Patel', with a long horizontal flourish extending to the right.

Alpesh Patel
Managing Member
Wildwood Enterprise, LLC
Hotelinvestor@yahoo.com
417-234-7744 Cell



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



SP 2205-006

CHESTERFIELD VILLAGES PLAZA PHASE 2

PORTION OF PARCEL G17A009A

MAP 1B

**LOCATION
MAP**

**MAY
2022**

NEW ASPHALT PAVING SECTION

ASPHALT PAVING FOR NEW DRIVEWAYS AND PARKING SHALL BE 2" OF 9.5MM SUPERPAVE ASPHALT ON A 8" GRADED AGGREGATE BASE OVER COMPACTED SUBGRADE. CONTRACTOR TO VERIFY DESIGN WITH GEOTECH REPORT.

DUMPSTER PAD NOTES:

DUMPSTER PAD AND APRON SHALL BE 6" THICK 3000 PSI FIBER REINFORCED CONCRETE ON A COMPACTED BASE.

CONCRETE NOTE:

CURB & GUTTER, SIDEWALKS, PICNIC PADS, AND A/C PADS TO BE 4" 3,000 PSI FIBER MESH REINFORCED CONCRETE.

USE PREFORMED NEOPRENE OR EPDM COMPRESSION SEALS AT ALL LOCATIONS WHERE PAVEMENT ABUTS CURB AND GUTTER, SIDEWALK AND ALL OTHER FIXED OBJECTS.

CONSTRUCTION AND JOINTING PRACTICES TO BE IN ACCORDANCE WITH ACI 330R-01.

STATE ROAD NO. 44

(SOUTH SIDE)

ACCESSIBLE ROUTE & PARKING NOTES

1. ALL ACCESSIBLE PARKING SPACES AND STRIPED ACCESSIBILITY AISLES ARE TO HAVE NO MORE THAN 2.0% SLOPE IN ALL DIRECTIONS. ACCESSIBLE PARKING SPACES SHALL MEET UFAS REQUIREMENTS AND SHALL BE CONSTRUCTED PER DETAILS SHOWN ON DETAIL SHEET.

2. ACCESSIBLE ROUTE SHALL BE 36" WIDE (MIN.) AND HAVE A SLOPE OF LESS THAN 5%. CROSS SLOPE SHALL BE LESS THAN 2%. CHANGES IN LEVEL ALONG THE ACCESSIBLE ROUTE SHALL NOT EXCEED 1/2". SEE UFAS FOR LANDING REQUIREMENTS.

3. DOOR CLEAR APPROACH, SPACE REQUIREMENTS AND LANDINGS SHALL BE PER UFAS.

4. IF CONTRACTOR NOTICES ANY DISCREPANCIES IN ANY OF THESE SLOPE REQUIREMENTS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE OWNER PRIOR TO PLACING ANY CONCRETE SO THAT A SOLUTION CAN BE FOUND.

5. ANY CHANGES TO THE ACCESSIBILITY ROUTE SHOWN ON THESE PLANS MUST BE APPROVED BY ARCHITECT.

PROPERTY DATA SUMMARY

ADDRESS: 470 E 50TH AVE.
ZONING: C-1

TOTAL LOT AREA = 3.567 ACRES

BUILDING DATA:

EXISTING BUILDING = 0,880 SQ. FT.

PROPOSED BUILDING = 15,824 SQ. FT.

TOTAL PARCEL BUILDING = 16,704 SQ. FT.

PARKING DATA:

REQUIRED SPACES:

4 SPACES PER 1,000 SQ. FT. = 162 SPACES

PROVIDED SPACES:

EXISTING PARKING = 37 REGULAR AND 3 HANDICAP SPACES

PROPOSED PARKING = 68 REGULAR AND 3 HANDICAP SPACES

PER ADA STANDARDS, 8 MUST BE HANDICAPPED ACCESSIBLE & HANDICAP SPACES

TOTAL PARKING SPACES

STORMWATER MANAGEMENT:

DIRECT STORMWATER TO ON-SITE FACILITY

PROPERTY OWNER:

WILWOOD ENTERPRISE, LLC

ALPHRA CONTACT

ALPHRA PATEL

PH: (407) 234-7744

WESLEY CHASE, FL 32044

PH: (407) 234-7744

NOTE: ALL TRAFFIC CONTROL, SIGNALS, OR DEVICES MUST COMPLY WITH THE FLORIDA STATE STATUTES REGARDING THE INSTALLATION.

NOTE: DUMPSTER MUST NOT BE CLOSER THAN 10 FEET FROM ANY STRUCTURE.

NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED

BUILDING FOOTPRINT IS GIVEN FOR REFERENCE ONLY AND HAS BEEN ESTABLISHED USING AN ELECTRONIC FILE OF THE FOOTPRINT PROVIDED BY THE ARCHITECT. THE CONTRACTOR SHALL USE THE ARCHITECT'S FLOOR PLAN, FOUNDATION PLANS, ETC. TO ESTABLISH THE TRUE BUILDING CORNERS. THE CONTRACTOR SHALL COORDINATE WITH ARCHITECTURAL PLANS AND THESE PLANS PRIOR TO CONSTRUCTION OF THE BUILDING.

NOTE: COORDINATE W/ POWER COMPANY & OWNER FOR EXTERIOR LIGHT POLE LOCATIONS

NOTE: THE CONTRACTOR IS TO VERIFY ALL PROPOSED ELEVATIONS AS SHOWN TO ENSURE POSITIVE DRAINAGE PRIOR TO CONSTRUCTION.

NOTE: CONTRACTOR TO USE SPILL CURB ON HIGH SIDE OF PARKING AREAS AND CATCH CURB ON LOW SIDE OF PARKING AREAS. COORDINATE WITH GRADING PLAN FOR ELEVATIONS.

NOTE: INSTALL TREE PROTECTION FENCE AT DRIP LINE FOR A MINIMUM OF 2' SAVED TREES ON-SITE.

SEE SHEET C-0 FOR GENERAL CONSTRUCTION NOTES

NOTE: ALL PARKING STALLS AND DIRECTIONAL ARROWS ARE TO BE PAINTED WHITE. NO PARKING AREAS PAINTED YELLOW, AND HANDICAP SPACES AND SYMBOLS PAINTED BLUE. ALL SIGNS AND STRIPING SHALL BE PER M.U.T.C.D.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON SCARPA P.E. ON 6/16/23. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

GRAPHIC SCALE: 1 INCH = 20' FT.

SITE LAYOUT PLAN FOR:

CHESTERFIELD VILLAGE
PLAZA PH II
PORTION OF LOT 9A, BUS. PARK 44 LOT 9
CITY OF WILWOOD, SUMTER COUNTY, FL

ASA ENGINEERING & SURVEYING, LLC.
JASON SCARPA P.E.
JASON SCARPA P.E.
JASON SCARPA P.E.

WORK ORDER: 5092
SHEET
C2.0

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Purchase of a 60 Hp Emergency Transfer Pump from Xylem for the Amount of \$65,286.85

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: Xylem De-watering Solutions
Effective Date: 10/18/2024 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: This is a budgeted item in the 24/25 fiscal year budget. Funds for this purchase are available in account 401-535-60-6400 (Capital Improvement, Machinery and Equipment)

HISTORY/FACTS/ISSUES:

During Hurricane Helene and Milton, the Public Works department needed a transfer pump for the emergency de-watering of the Woodlane Meadows subdivision stormwater pond, as well as the 4th Street subdivision. The Utility department also needed the same pump to help pump flow through the wastewater treatment plant due to the large storm surges. Staff recommend approval to purchase this pump from Xylem de-watering solutions for the amount of \$65,286.85, so the city has two pumps to respond to major storm events. Staff are utilizing pricing from the Florida Sheriff's Contract # FSA23-EQU21.0. See attached.

October 24, 2024

Mr. Scott Alier
CITY OF WILDWOOD
100 N MAIN ST
Wildwood, FL 34785-4047

Phone: 217-254-7532
Email: scottalier25@gmail.com

RE: CD150S-CS - FSA
Sale Quotation 156002765

Dear Mr. Alier:

Thank you for your interest in Xylem Dewatering Solutions Inc, and our line of Dri-Prime pumps.

I have prepared the following quote for our model CD150S with sound attenuated enclosure, trailer, and requested options.

The CD150S is a member of the Godwin S Series of Smart pumps, equipped with a new generation of Field Smart Technology (FST) for remote monitoring and control. In addition to improved hydraulic efficiency, greater fuel economy, and streamlined serviceability.

The enclosure consists of 14 gauge sheet metal lined with 1" and 2" layers of polydamp acoustical sound deadening material. The engine is designed with a critical grade silenced muffler, silenced the priming exhaust, and isolated engine vibration to further reduce operating noise. Hinged, lockable doors provide convenient access to operating controls and service locations. Sound levels are approximately 69 dBA at 30 feet.

All pricing is based on the Florida Sheriff's Contract #FSA23-EQU21.0, Specification #313. There are no delivery / freight charges when utilizing the FSA Contract.

Please call or contact me at your convenience with any additional questions or comments regarding this quote or additional needs.

Sincerely,

Joshua Grangruth
Outside Sales Representative

JG / gy

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
Contract Items:				
A	1	Dri-Prime CD150S Critically - Silenced Sound Attenuated Enclosure 6" 150# Flange Suction and Discharge - Isuzu 4LE2X FT4 Diesel Engine with FST - Global Series 6 Skid-mounted, - Spill Containment, 110% Fuel Containment Pump Options 6" FQD x 150#FL Mounting Kit - Suction 6" MQD x 150#FL Mounting Kit - Discharge	\$ 59,420.84	\$ 59,420.84
B	1	Global Series 6 Trailer Kit - with Bolt on Tongue, Fenders, - Axle with Electric Brakes, - and Wiring Harness - Fits N32-10374	4,712.80	4,712.80
C	1	PrimeGuard Float Set w/ 65' Mechanical Floats	489.21	489.21

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
------	-----	-------------	------------	------------

Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.

A signed copy of this Quotation is acceptable as a binding contract.

Signature:	Name:
Company/Utility:	(PLEASE PRINT)
Address:	Reference #:
	Date:
	Phone:
	Email:
	Fax:

NET SALE TOTAL

\$ 65,286.85

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.



QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: City of Wildwood

Attention: Mr. Alier

Date: 10/24/2024 **Quote #**156002765

CONTRACT DETAILS

FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION
BID #: FSA23-EQU21.0
SPECIFICATION #: 313, 6 INCH MOBILE PUMP PACKAGE
EFFECTIVE: OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2025

CONTRACT PRICING - CD150S-CS

		QTY	UNIT PRICE	
BASE	BASE BID - Godwin CD150S 6" FT4 Dri-Prime Diesel Pump	1	50,119.00	50,119.00
ADD	Upgrade to CD150S-CS Trailer Mounted FT4 Isuzu, Sound Attenuated Enclosure	1	14,014.64	14,014.64
CONTRACT PRICING TOTAL				64,133.64

SPECIFIED OPTIONS

		QTY	UNIT PRICE	
CAPGMA005	PrimeGuard Float Set	1	489.21	489.21
SUB TOTAL				489.21
SPECIFIED OPTIONS TOTAL				489.21

NON-SPECIFIED OPTIONS

		QTY	UNIT PRICE	
	6" FQD x 150#FL Mounting Kit	1	371.00	371.00
	6" MQD x 150#FL Mounting Kit	1	459.00	459.00
SUB TOTAL				830.00
20%	Contract Discount		LESS	166.00
NON SPECIFIED OPTIONS TOTAL				664.00

TOTAL

65,286.85

Xylem Dewatering Solutions / Godwin Pumps appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association. We look forward to serving your needs throughout the future.

Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Pump: Mobile Pump**Item:** 313, Godwin, CD 150S, CD 150S

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Northern	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Central	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options
Southern	Primary	Xylem Dewatering Solutions, Inc.	\$50,119.00	Build	Options

Specification Number	Code	Description	Price - All Zones
313	CD100S 24 HP	Downgrade to 4" CD100S RGT 24HP Yanmar 3TNV88F-FT4 - 1900 RPM Limit - DEDUCT	13,961.93
313	CD100S	Downgrade to 4" CD100S RGT Yanmar 3TNV88C-FT4 - DEDUCT	4,294.87
313	CD103M	Downgrade to 4" CD103M RGT Izusu 4LE2T-FT4 - DEDUCT	3,370.16
313	CD150S	Downgrade to 6" CD150S RGT 50HP Motor - DEDUCT	21,164.20
313	NC80	Downgrade to 4" x 3" NC80 RGT Yanmar 3TNV80F-SDSA FT4 - DEDUCT	12,457.66
313	SD150M	Downgrade to 6" SD150M Trailer Mounted Isuzu 4LE2T-48HP FT4 - DEDUCT	15,597.26
313	SD150M-CS	Downgrade to 6" SD150M SAE Trailer Mounted Isuzu 4LE2T-48HP FT4 - DEDUCT	3,299.34
313	Flygt 2670.181	Downgrade to Flygt 2670.181 27HP 460V Motor W/ Manual Control Panel - DEDUCT	27,269.20
313	Double Diaphragm	Downgrade to 4" Double Diaphragm with Hatz Engine and Electric Start - DEDUCT	26,999.16
313	NC80-CS	Upgrade to 4" x 3" NC80 SAE Trailer Mounted Yanmar 3TNV80F SDSA FT4 - ADD	17,956.64
313	NC100S	Upgrade to 4" NC100S RGT Yanmar 3TNV88C FT4 - ADD	2,535.41
313	NC100S-CS	Upgrade to 4" NC100S SAE Trailer Mounted Yanmar 3TNV88C FT4 - ADD	22,951.34
313	CD100S-CS 24 HP	Upgrade to 4" CD100S SAE Trailer Mounted Yanmar 24HP 3TNV88F-FT4 - ADD	6,942.40
313	CD100S-CS	Upgrade to 4" CD100S SAE Trailer Mounted Yanmar 3TNV88C-FT4 - ADD	13,297.30
313	CD100MV	Upgrade to 4" CD150MV 60 CFM RGT Yanmar 3TNV88C FT4 - ADD	7,142.65
313	CD100MV-CS	Upgrade to 4" CD150MV 60 CFM SAE Trailer Mounted Yanmar 3TNV88C FT4 - ADD	28,980.64
313	HL80M	Upgrade to 4" x 3" HL80M Trailer Mounted Isuzu 4LE2X FT4 - ADD	2,487.38
313	HL80M-CS	Upgrade to 4" x 3" HL80M SAE Trailer Mounted Isuzu 4LE2X FT4 - ADD	22,691.68
313	CD103M-CS	Upgrade to 4" CD103M SAE Trailer Mounted 4LE2T-FT4 - ADD	17,038.45
313	CD140M	Upgrade to 4" CD140M RGT JCB TCAE-93 FT4 - ADD	21,018.09
313	CD140M-CS	Upgrade to 4" CD140M SAE Trailer Mounted JCB TCAE-93 FT4 - ADD	45,066.09
313	Heidra 103	Upgrade to Heidra 103 Pump Package RGT Isuzu 4LE2T FT4 - ADD	6,970.08
313	Heidra 150MR	Upgrade to Heidra 150MR Pump Package RGT Isuzu 4LE2T FT4 - ADD	12,331.29
313	CS150S-CS	Upgrade to 6" CD150S SAE Global Canopy Series 6 Trailer Kit Isuzu 4LE2X FT4 - ADD	14,014.64
313	CD160M	Upgrade to 6" CD160M Trailer Mounted John Deere 4045HFC04 FT4 - ADD	44,515.22
313	CD160M-CS	Upgrade to 6" CD160M SAE Trailer Mounted John Deere 4045HFC04 FT4 - ADD	79,795.61
313	NC150S	Upgrade to 6" NC150S Series 6 Trailer Kit Isuzu 4LE2X FT4 - ADD	10,168.49
313	NC150S-CS	Upgrade to 6" NC150S SAE Global Canopy Series 6 Trailer Kit Isuzu 4LE2X FT4 - ADD	27,455.41
313	CD150MV	Upgrade to 6" CD150MV 120 CFM RGT JCB TCAE-55 FT4 - ADD	19,308.08
313	CD150MV-CS	Upgrade to 6" CD150MV 120 CFM SAE Trailer Mounted JCB TCAE-55 FT4 - ADD	45,080.14
313	HL125M	Upgrade to 6" x 4" HL125M RGT John Deere 4045HFC04 FT4 - ADD	48,948.26
313	HL125M-CS	Upgrade to 6" x 4" HL125M Trailer Mounted John Deere 4045HFC04 FT4 - ADD	87,176.96
313	CD225M	Upgrade to 8" CD225M RGT JCB TCAE-93 FT4 - ADD	28,222.40
313	CD225M-CS	Upgrade to 8" CD225M SAE Trailer Mounted JCB TCAE-93 FT4 - ADD	48,447.04
313	CD180M	Upgrade to 8" x 6" CD180M RGT John Deere 4045HFC04 FT4 - ADD	41,697.36
313	CD180M-CS	Upgrade to 8" x 6" CD180M SAE Trailer Mounted John Deere 4045HFC04 FT4 - ADD	83,694.06
313	GRL200	Upgrade to 8" GRL200 Rotary Lobe Isuzu 4LE2T FT4 Engine, RGT - ADD	23,945.64
313	GRL200-CS	Upgrade to 8" GRL200 Rotary Lobe Isuzu SAE Isuzu 4LE2T FT4 Engine, RGT - ADD	46,607.40
313	CD180M	Upgrade to 8" x 6" CD180M RGT John Deere 4045HFC04 FT4 - ADD	41,697.36
313	CD180M-CS	Upgrade to 8" x 6" CD180M SAE Trailer Mounted John Deere 4045HFC04 FT4 - ADD	83,694.06
313	HL200M	Upgrade to 8" x 6" HL200M RGT Caterpillar C7.1 2200 RPM Max FT4 - ADD	93,622.42
313	HL200M-CS	Upgrade to 8" x 6" HL200M SAE RGT Caterpillar C7.1 2200 RPM Max FT4 - ADD	135,178.74
313	CD250M	Upgrade to 10" CD250M RGT John Deere 4045HFC04 FT4 - ADD	45,003.01
313	CD250M-CS	Upgrade to 10" CD250M SAE Trailer Mounted John Deere 4045HFC04 FT4 - ADD	72,776.69

313	HL225M	Upgrade to 10" CD250M RGT John Deere 4045HFC04 FT4 - ADD	155,956.09
313	HL225M-CS	Upgrade to 10" CD250M SAE Trailer Mounted John Deere 4045HFC04 FT4 - ADD	190,206.77
313	DPC300	Upgrade to 12" DPC300 RGT John Deere 4045HFC04 FT4 - ADD	79,509.28
313	DPC300-CS	Upgrade to 12" DPC300 SAE Trailer Mounted John Deere 4045HFC04 FT4 - ADD	130,255.67
313	CD300M	Upgrade to 12" CD300M RGT Caterpillar C7.1 FT4 - ADD	120,773.39
313	CD300M-CS	Upgrade to 12" CD300M SAE Trailer Mounted Caterpillar C7.1 FT4 - ADD	192,529.11
313	HL250M	Upgrade to 12" x 10" HL250M Skid Mounted Caterpillar C15 FT4 - ADD	237,003.63
313	HL250M-CS	Upgrade to 12" x 10" HL250M SAE Skid Mounted Caterpillar C15 FT4 - ADD	262,531.49
313	CD400M	Upgrade to 18" CD400M Skid Mounted Caterpillar C9.3 FT4 - ADD	209,587.30
313	CD400M-CS	Upgrade to 18" CD400M SAE Skid Mounted Caterpillar C9.3FT4 - ADD	268,360.54
313	CD500M	Upgrade to 24" x 18" CD500M Skid Mounted Caterpillar C15 FT4 - ADD	289,893.28
313	CD500M-CS	Upgrade to 24" x 18" CD500M SAE Skid Mounted Caterpillar C15 FT4 - ADD	318,835.05
313	CD80M - Emergency Standby	Downgrade to 3" CD80M Emergency Standby Yanmar 3TNV76DASA /80 Gal UL Tank - DEDUCT	1,952.99
313	CD100S - Emergency Standby	Upgrade to 4" CD100S Emergency Standby Yanmar 3TNV88BDSA / 75 Gal UL Tank - ADD	1,692.10
313	CD103M - Emergency Standby	Upgrade to 4" CD103M Emergency Standby Mitsubishi S4Q2VSC IT4 / 80 Gal UL Tank - ADD	9,126.37
313	CD140M - Emergency Standby	Upgrade to 4" CD140M Emergency Standby John Deere 4045HF280 T3 / 150 Gal UL Tank - ADD	19,782.44
313	CD150S - Emergency Standby	Upgrade to 6" CD150S Emergency Standby John Deere 4045T290 IT4 / 90 Gal UL Tank - ADD	10,418.39
313	CD160M - Emergency Standby	Upgrade to 6" CD160M Emergency Standby John Deere 6068H285 T3 / 200 Gal UL Tank - ADD	47,164.79
313	CD180M - Emergency Standby	Upgrade to 8" x 6" CD180M Emergency Standby John Deere 6068H285 T3 / 200 Gal UL Tank - ADD	53,295.84
313	CD225M - Emergency Standby	Upgrade to 8" CD225M Emergency Standby John Deere 4045HF280 T3 / 150 Gal UL Tank - ADD	19,456.43
313	CD250M - Emergency Standby	Upgrade to 10" CD250M Emergency Standby John Deere 6068H285 T3 / 200 Gal UL Tank - ADD	44,745.79
313	CD300M - Emergency Standby	Upgrade to 12" CD300M Emergency Standby Caterpillar C9 T3 / 250 Gal UL Tank - ADD	124,366.38
313	DPC300 - Emergency Standby	Upgrade to 12" DPC300 Emergency Standby John Deere 6068H285 T3 / 150 Gal UL Tank - ADD	93,685.91
313	HL80M - Emergency Standby	Upgrade to 4" x 3" HL80M Emergency Standby John Deere 4045T290 IT4 - ADD	9,845.94
313	HL200M - Emergency Standby	Upgrade to 8" x 6" HL200M Emergency Standby John Deere 6068H485 T3 / UL Tank - ADD	69,899.20
313	HL225M - Emergency Standby	Upgrade to 10" x 8" HL225M Emergency Standby John Deere Caterpillar C9 / 250 Gal UL Tank - ADD	124,992.35
313	NC100S - Emergency Standby	Upgrade to 4" NC100S Emergency Standby Yanmar 3TNVDSA IT4 - ADD	3,461.74
313	NC150S - Emergency Standby	Upgrade to 6" NC150S Emergency Standby John Deere 4045T290 IT4 - ADD	8,634.91
313	ACCE0025	Optional PrimeGuard Control Panel	1,907.20
313	ACCE0005	Optional Block Heater 110 Volt	175.82
313	CAPGMA005	Optional Two Float Assembly for PrimeGuard	489.21
313	CALVMA003	Optional Level Transducer for PrimeGuard	1,420.43
313	ACCE0016	Optional AC/DC Inverter	1,301.59
313	ACCE0009	Optional Single Gang GFCI Duplex Receptacle	414.33
313	ACCE0010	Optional Double Gang GFCI Duplex Receptacles	568.17
313	ACCE0007	Optional 70 Amp Circuit Breaker Panel (required for GFCI)	803.42
313	ACCE0024	Optional Auto Throttle	1,464.39
313	ACCE0004	Optional Battery Charger - 12 Volt Trickle	456.65
313	ACCE0030	Optional Solar Battery Charger	891.33
313	ACCB0059	Optional 80 GPH Fuel Polishing System	2,849.00
313	ACCB0062	Optional (1) 12V Light Mounted Over PG with Switch	249.90
313	ACCB0020	Optional (1) 12/24V Light Mounted Over PG w/Timer	512.00
313	ACCB0018	Optional (2) 12V LED Work Lights with Switch	716.32
313	ACCB0019	Optional (4) 12V LED Work Lights with Switch	1,431.83
313	ACCB0061	Optional (2) 12V LED Work Lights with 15 minute Timer	847.37

313	ACCB0060	Optional (4) 12V LED Work Lights with 15 minute Timer	1,355.31
313	ACCB0035	Optional Lights - Red Strobe 12 Volt	608.06
313	ACCB0036	Optional Lights - Yellow Strobe 12 Volt	608.06
313	ACCB0040	Optional Custom Paint	468.05
313	HSWS040010QDS	Optional 4" x 10' Black Water Suction Hose W/ QD	254.78
313	HSWS040020QDS	Optional 4" x 20' Black Water Suction Hose W/ QD	338.62
313	HSWS060010QDS	Optional 6" x 10' Black Water Suction Hose W/ QD	445.26
313	HSWS060020QDS	Optional 6" x 20' Black Water Suction Hose W/ QD	603.99
313	HSWS080010QDD	Optional 8" x 10' Black Water Suction Hose W/ QD	935.29
313	HSWS080020QDD	Optional 8" x 20' Black Water Suction Hose W/ QD	1,251.12
313	HSWS100010QDD	Optional 10" x 10' Black Water Suction Hose W/ QD	1,201.46
313	HSWS100020QDD	Optional 10" x 20' Black Water Suction Hose W/ QD	1,699.63
313	HSWS120010QDD	Optional 12" x 10' Black Water Suction Hose W/ QD	1,990.23
313	HSWS120020QDD	Optional 12" x 20' Black Water Suction Hose W/ QD	2,688.64
313	HSDS020050QDD	Optional 2" x 50' Orange HD Layflat Hose W/QD	342.69
313	HSDS030050QDD	Optional 3" x 50' Orange HD Layflat Hose W/QD	497.35
313	HSDS040050QDD	Optional 4" x 50' Orange HD Layflat Hose W/QD	653.64
313	HSDS060050QDD	Optional 6" x 50' Orange HD Layflat Hose W/QD	1,047.62
313	HSDS080050QDD	Optional 8" x 50' Orange HD Layflat Hose W/QD	1,776.15
313	HSFF100050QDD	Optional 10" x 50' HD Black Rubber Discharge Hose W/ QD	2,452.58
313	HSFF120050QDD	Optional 12" x 50' HD Black Rubber Discharge Hose W/ QD	4,506.30
313	HSCM040010F1N	Optional 4" x 10' Composite Hose W/150#FL	608.06
313	HSCM040020F1N	Optional 4" x 20' Composite Hose W/150#FL	945.87
313	HSCM060010F1N	Optional 6" x 10' Composite Hose W/150#FL	1,028.90
313	HSCM060020F1N	Optional 6" x 20' Composite Hose W/150#FL	1,918.60
313	HSCM080010F1N	Optional 8" x 10' Composite Hose W/150#FL	1,601.14
313	HSCM080020F1N	Optional 8" x 20' Composite Hose W/150#FL	2,553.52
313	HSCM100010F1N	Optional 10" x 10' Composite Hose W/150#FL	2,923.07
313	HSCM100020F1N	Optional 10" x 20' Composite Hose W/150#FL	4,402.11

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: CP 2410-001 Greatest American Hero

REQUESTED ACTION: The Special Magistrate recommends approval with the condition that the applicant constructs one (1) single-family residence.

CONTRACT:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number	CP 2410-001 Greatest American Hero
Ordinance Number	O2024-69
Owner(s)	Joseph C Martelli, as Trustee of the Joseph C. Martelli Revocable Trust Dated January 27, 2023
Applicant	Joseph Martelli
Property Location	The subject property is generally located approximately 740 feet from the intersection of CR 214 and CR 209.
Parcel(s)	D19-067
Date	November 26, 2024

The applicant is seeking approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agricultural (Sumter County) to Low Density Residential (City) for the parcel listed above on 5 acres MOL. This request is accompanied by a rezoning request RZ 2410-001.

ANALYSIS: The applicant proposes to build one single-family home for personal residency.

The applicant believes the proposed amendment should be granted based on the following criteria found in Land Development Regulations (LDR) §1.7(D).

(1) Justification of the proposed amendment has been adequately presented;

The applicant has submitted justification to the City of Wildwood for the proposed request to change the Future Land Use from Agricultural (Sumter County) to Low Density Residential (City), as supported in the 2050 Comprehensive Plan. Policy 1.1.1.a. The proposed land use amendment would allow for the construction of one new single-family home for personal residency, on 5 acre MOL. Policy 1.1.1.a is intended to support a agricultural and residential uses.

(2) The proposed amendment is not inconsistent with the goals, objectives, and policies of the comprehensive plan;

The applicant finds the proposed amendment is not inconsistent with the goals, objectives, and policies of the comprehensive plan, with the proposed land use change from Agricultural (Sumter County) to Low Density Residential (City). Policy 1.2.5 “The City shall maintain a Joint Planning Area (JPA) between the City of Wildwood and Sumter County to combat urban sprawl.” This property falls within the JPA. The maximum density is four (4) units per acre. Because this parcel is 5 acres, that would allow up to twenty (20) units at this location, however, the applicant’s intent is to build one single-family home for personal residency.

(3) The proposed amendment should not be considered urban sprawl or exemplify an energy-inefficient land use pattern;

The applicant finds the amendment is not considered urban sprawl, and it does not exemplify an energy inefficient land use pattern. Policy 1.2.5. “The City shall maintain a Joint Planning Area (JPA) between the City of Wildwood and Sumter County to combat urban sprawl.” Policy 1.2.7. “Upon annexation of properties within the JPA, the City shall amend the FLUM to include the annexed property.” Utilities are available to the site on the north side of CR 214, however, the applicant has received a temporary waiver to connect to utilities due to the cost of connection. Policy 1.2.1 states “The City shall encourage growth and development in areas where public infrastructure, services, and utilities are already present or planned to be within 3 to 5 years.

(4) The proposed amendment will not have an adverse effect on environmentally sensitive systems;

The applicant finds the proposed amendment will not have an adverse effect on environmentally sensitive systems. An environmental survey will not be required for this site as the applicant is proposing one single-family home for personal residency.

(5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools, or other public facilities without providing remedies to correct the system or facility;

Transportation: The property has access off of County Road 209. The applicant has applied for an exemption for the TIA submittal, which was granted by Sumter County Public Works, due to the site producing less than 50 trips per day.

Potable Water & Sewer: The subject property is located within 1,000 feet of utilities, however, the project has received a temporary waiver of exemption from the utility connection requirement outlined in Chapter 19 of the Code of Ordinances.

Schools: The single-family home will generate 0.328 school-age children with the maximum school-aged kids to be 6.56.

The applicant seeks approval of Ordinance Number O2024-69 from the City Commission.



McKenna Page
Planner I, Development Services

ORDINANCE NO. O2024-69

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include a land use amendment described as follows, to-wit:

Parcel D19-067

Joseph C. Martelli, as a Trustee of the Joseph C. Martelli Revocable Trust dated January 27, 2023

5 +/-

LEGAL DESCRIPTION:

A PORTION OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of the Northwest $\frac{1}{4}$ section 19, Township 18 South, Range 23 East, Sumter County, Florida, as a point of reference; thence run South 00 degrees 08 minutes 43 seconds West along the West line of the Northwest $\frac{1}{4}$ of said Section 19, a distance of 748.00 feet to the Point of Beginning of this description: 1) thence run South 89 degrees 44 minutes and 32 seconds East a distance of 439.42 feet; 2) thence run North 00 degrees 08 minutes 43 seconds East a distance of 417.42 feet to the North line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 19; 3) thence run South 89 degrees 44 minutes 32 seconds East along said North line and an extension thereof, a distance of 269.76 feet, to the East line of the West 709.18 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 19; 4) thence run South 00 degrees 08 minutes 43 seconds West along the East line of West 709.18 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 565.75 feet; 5) thence run North 89 degrees 44 minutes 32 seconds West a distance of 709.18 feet to the West line of the Northwest $\frac{1}{4}$ of said Section 19; 6) thence run North 00 degrees 08 minutes 43 seconds East along the said West line of the Northwest $\frac{1}{4}$, a distance of 148.33 feet to close, LESS subsurface rights.

This property is to be reclassified from Agriculture (Sumter County) to Low Density Residential (City).

AND WHEREAS, the City is proposing to amend the Future Land Use Map to include the future land use of property that shall pertain and be applicable to said amendment.

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

SECTION 1. The adopted local Comprehensive Plan and Future Land Use Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use Map of the local comprehensive plan is attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

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

DONE AND ORDAINED this ____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

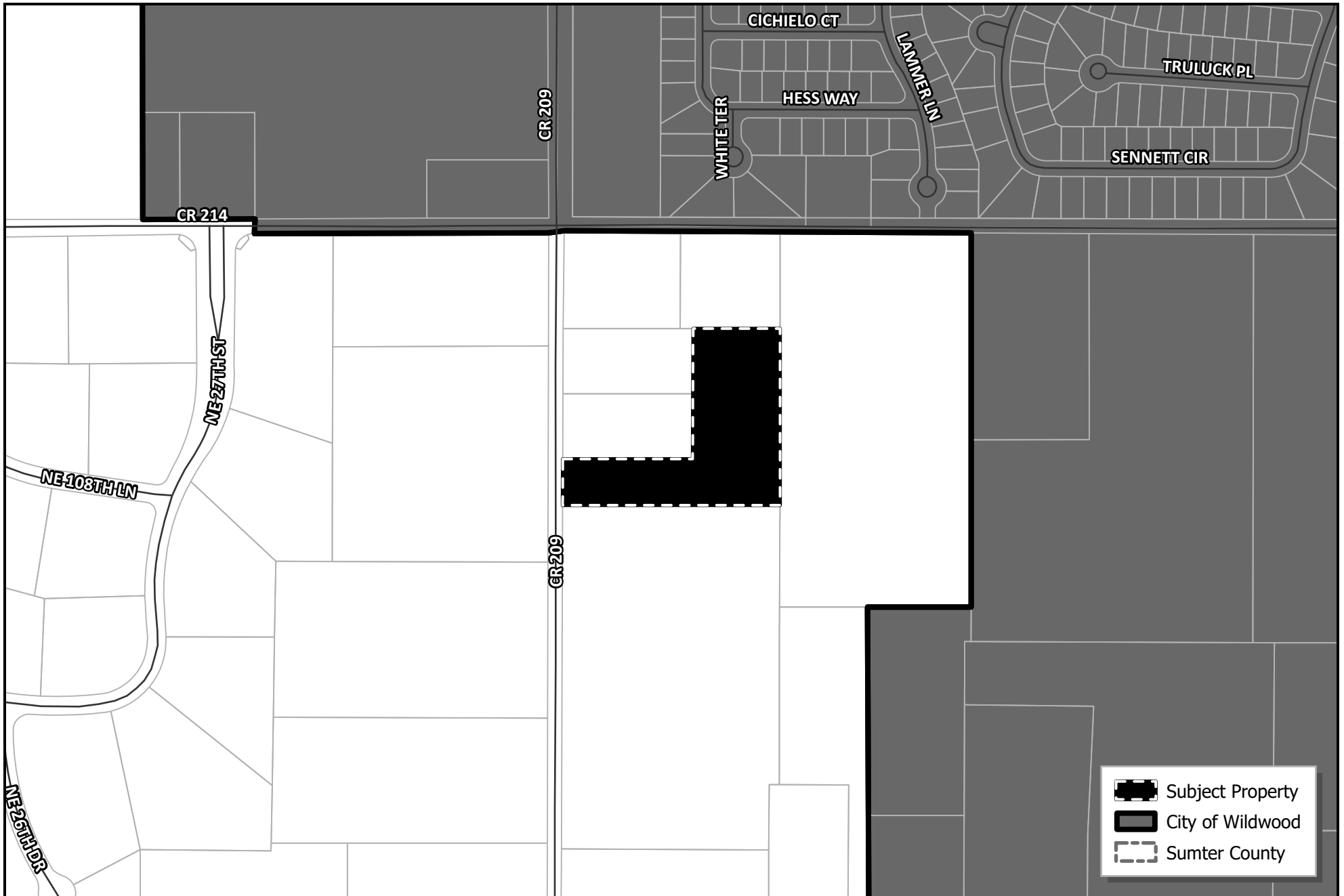
ATTEST: _____
Jessica Barnes, City Clerk

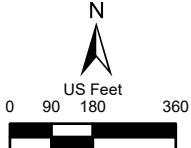
First Reading: _____

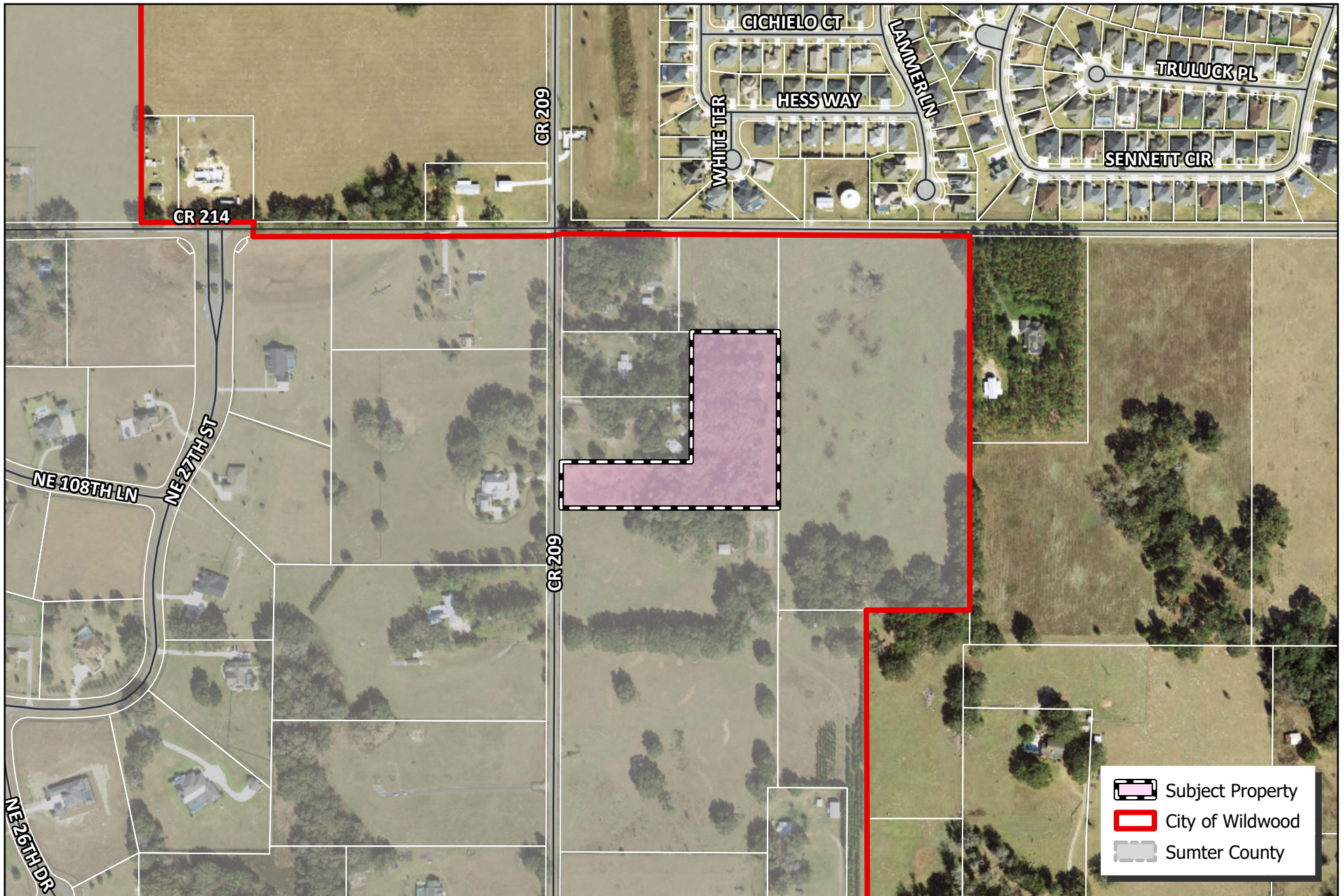
Second Reading: _____

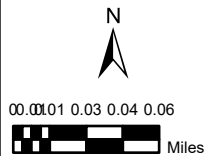
Approved as to form:

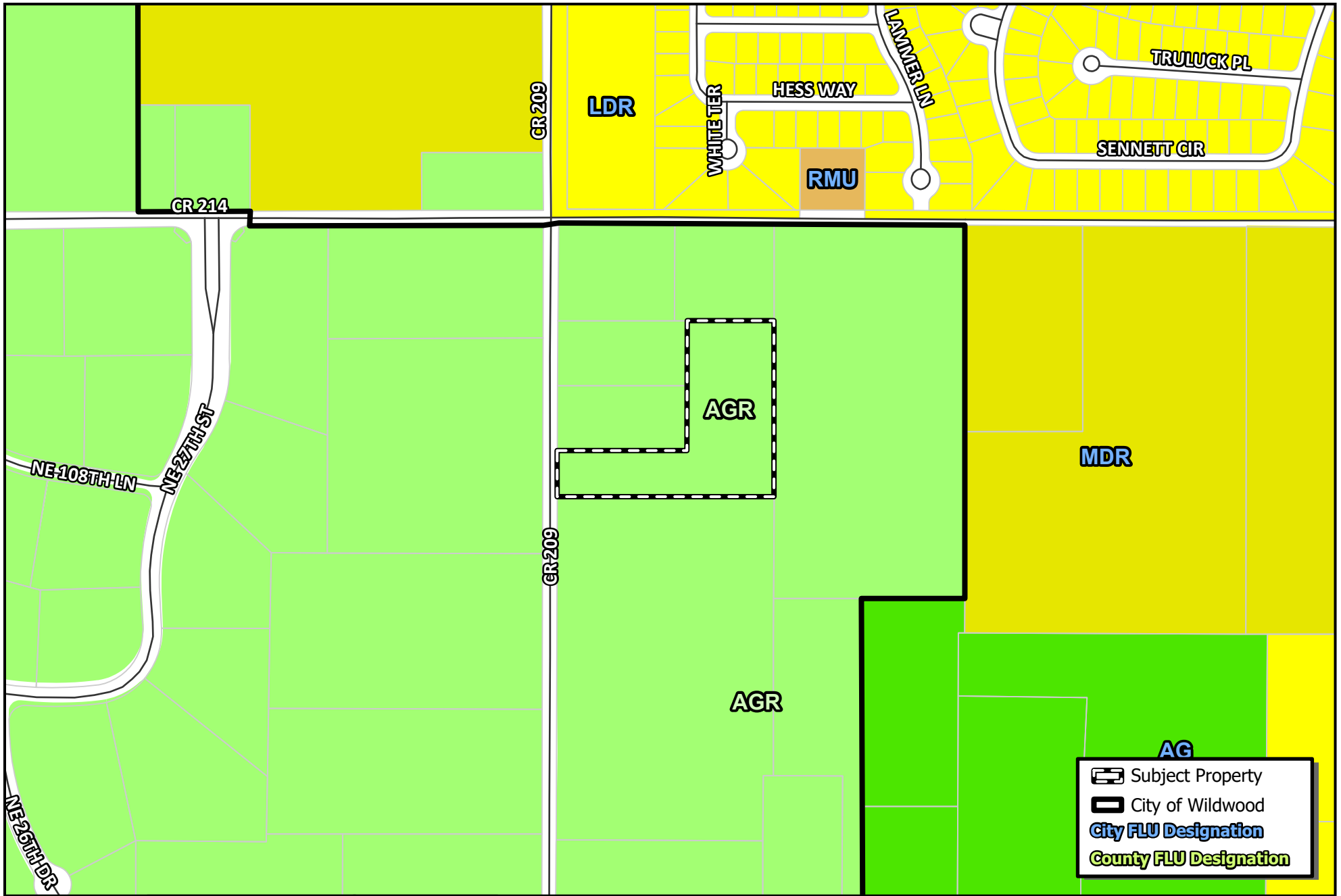
City Attorney



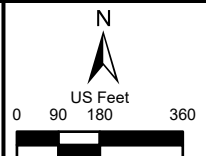
 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 US Feet 0 90 180 360	CP 2410-001 GREATEST AMERICAN HERO PARCEL D19-067	MAP 1A
				LOCATION
				MAP
				OCT 2024



 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 0.00 0.01 0.03 0.04 0.06 Miles	CP 2410-001 GREATEST AMERICAN HERO PARCEL D19-067	MAP 1B
			LOCATION MAP
			OCT 2024

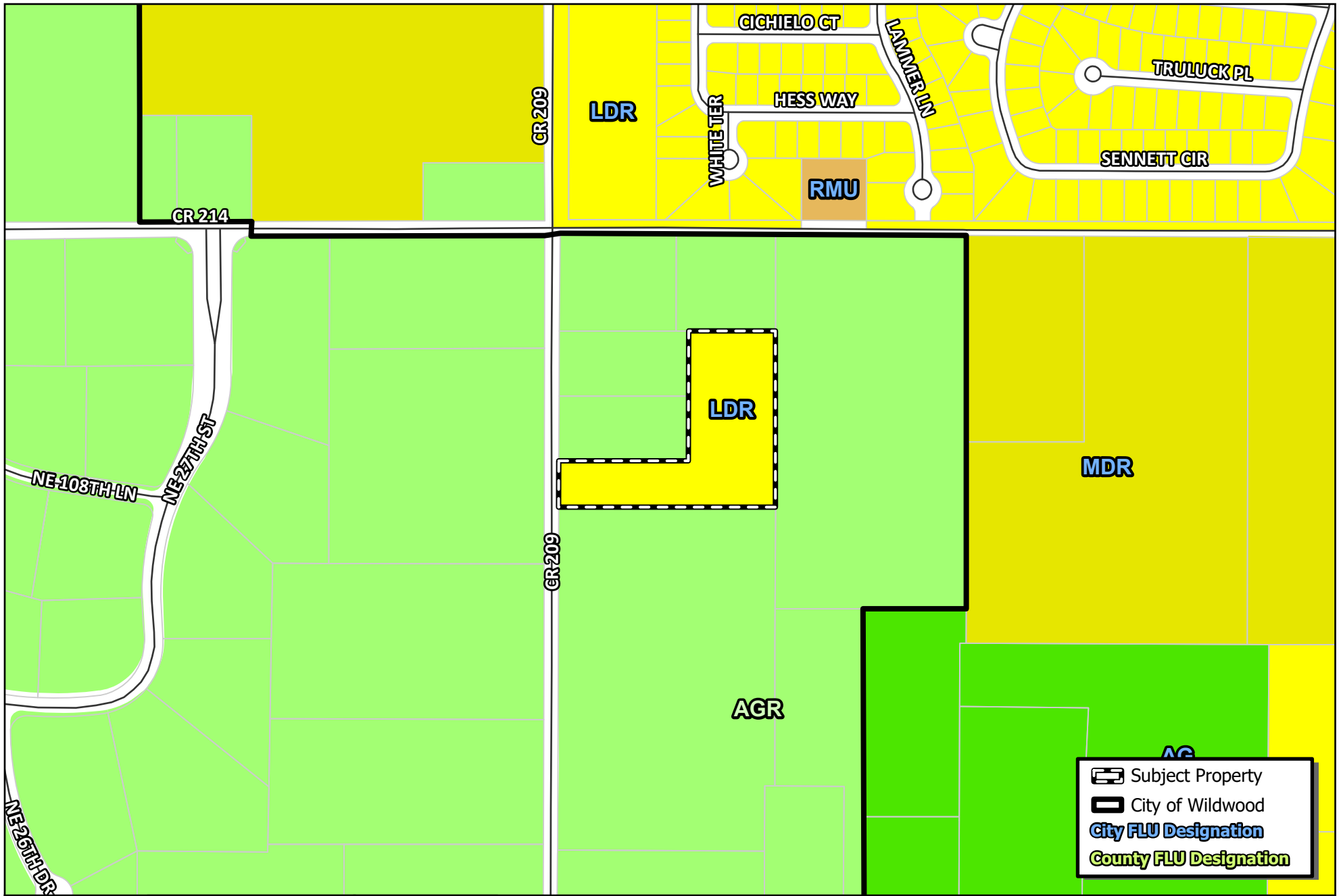


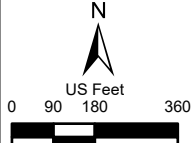
CITY OF WILDWOOD
 100 North Main Street
 Wildwood, FL 34785
 Phone: (352) 330-1330
www.wildwood-fl.gov



CP 2410-001
GREATEST AMERICAN HERO
 PARCEL D19-067

MAP 2A
EXISTING
LAND USE
OCT 2024



 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 US Feet 0 90 180 360	CP 2410-001 GREATEST AMERICAN HERO PARCEL D19-067		MAP 2B
				PROPOSED
				LAND USE
				OCT 2024



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Wildwood website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: O2024-69

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, a business impact estimate is not required by state law¹ for the proposed ordinance. This 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.

¹ See Section 166.041(4)(c), Florida Statutes.

Print

Sumter County Traffic Impact Analysis (TIA) - Submission #1272935

Date Submitted: 10/2/2024

First Name*	Last Name*	Email Address*
Mckenna	Page	mpage@wildwood-fl.gov

Name of Project:*

CP/RZ 2410-001 Greatest American Hero

Phone*	Parcel Number*
3526614058	D19-067

Sumter County Traffic Impact Analysis (TIA)

In accordance with the Interlocal Service Boundary and Joint Planning Agreement between the City of Bushnell, City of Center Hill, City of Coleman, City of Webster, and the City of Wildwood, within the municipal service area, the Cities and County agree that County will review all traffic impact studies for development accessing the City or County road networks.

Sumter County Traffic
Impact Analysis (TIA)
exemption approval:

Aslesh
Lagishetty

Digitally signed by Aslesh Lagishetty
DN: cn=Aslesh Lagishetty, o=Sumter
County, ou=Design,
email=aslesh.lagishetty@sumtercoun
tyfl.gov, c=US
Date: 2024.10.03 08:12:13 -04'00'

Purpose and Applicability

The purpose of the TIA is to identify the potential traffic impacts of new development on the transportation system and to develop mitigation strategies to offset those impacts according to the methodologies and provisions as described herein. These guidelines apply to all new development within Sumter County, including its municipalities, submitting building and site plans for review. The TIA requirement applies to previously approved developments that are over five years old, changing land uses within the site plan, or extending the build-out date from a previously approved TIA. Unless otherwise required by the County Administrator or designee, a TIA, as it relates to a substandard roadway section, shall not be required for any single development generating less than 50 average daily trips, as per the Trip Generation Manual, latest edition, as published by the Institute of Transportation Engineers (ITE). The following thresholds will determine the level of study that will need to be performed depending on the number of trips a development produces:

1. Applicants proposing developments that generate 50 but less than or equal to 1,000 average daily trips (ADT), according to the ITE Trip Generation Manual, current edition, must perform a Minor TIA.
2. A Major TIA shall be required for all proposed developments generating more than 1,000 ADT, as per the ITE Trip Generation Manual, current edition..

For purposes of this section, a "single development" shall include any development, parcel of land, lot, and tract, and contiguous or nearby developments, parcels, lots, or tracts that are:

1. Developed by the same or a related development or landowner;
2. Developed as part of the same zoning plan, preliminary plan, preliminary site plan, plat, or other unified or common plan of development.

These guidelines are in addition to the requirements of the access management regulations. In the event of any conflict between these guidelines and such regulations, the more stringent requirements shall apply.

Methodology Statement

Before conducting a Major TIA, a methodology statement shall be prepared by the applicant, the applicant's representative, or the applicant's engineer/consultant and submitted for review and approval by the County. Before conducting a Minor TIA, the applicant, the applicant's representative, or the applicant's engineer/consultant shall seek confirmation from County staff on the need for a methodology statement. The purpose of the methodology statement is to establish agreed-upon methodologies and assumptions before the start of the TIA. A methodology statement shall be prepared using the guidelines provided in the following paragraphs. The methodology statement will be first reviewed by County staff, if necessary, through a methodology meeting with the applicant and or the applicant's consultant. The applicant's consultant will then revise the statement based upon agreed-upon methodologies. The applicant shall ensure the consultant does not prepare a TIA without a methodology statement approved by the appropriate County representative.

Sumter County 2023 County Annual Traffic Reports Summary Table

[Click here to view the table.](#)

Exemption

C.2 TIA.docx

Applicants can submit an exemption due to a development generating less than 50 average daily trips, as per the Trip Generation Manual, latest edition, as published by the Institute of Transportation Engineers (ITE).

Please submit your Methodology Statement

Choose File No file chosen

Please submit your TIA

Choose File No file chosen

**Date of Methodology
Acceptance by County**

Florida

Applicable Jurisdiction
Please check the applicable Jurisdiction:

☐ City of Bushnell
☐ City of Center Hill
☐ City of Coleman
☒ City of Wildwood
☐ Unincorporated Sumter County

Link
[FDOT Systems Implementation Office](#)

Link
[FDOT Roadway Design - Florida Greenbook](#)

Link
[Lake-Sumter MPO](#)

Link
[FDOT Traffic Information](#)

The City of Wildwood is requesting an exemption for a transportation impact analysis for the owner/applicant Joey Martelli for one (1) single-family detached home (ITE Code 210) on parcel D19-067 on 5 acres more or less for personal use.

The proposed zoning is Low Density Residential (R-1) with a maximum allowable use of 4 units per acre or 20 dwelling units.

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

The case below was heard on Tuesday, November 5, 2024, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Agricultural (Sumter County) to Low Density Residential (City) on 5 acres MOL. The subject property is generally located approximately 740 feet from the intersection of CR 214 and CR 209.

Case Number: CP 2410-001 Greatest American Hero

Applicant(s): Joseph C Martelli, as trustee of the Joseph C. Martelli Revocable Trust Dated January 27, 2023

Owner(s): Joseph C Martelli (TTEE)

Parcel(s): D19-067

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate

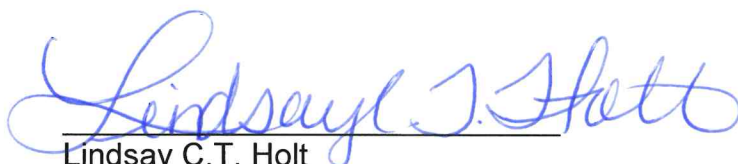
☐ recommends approval.

☒ recommends approval with the following conditions:

only one (1) single family residence

☐ recommends denial.

Dated: November 5, 2024


Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: CP 2409-001 Indian Oaks Self Storage

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER 2409-001

ORDINANCE NUMBER O2024-76

APPLICANTS LPG Urban and Regional Planners, LLC

OWNER JUDY R. SNELL and PAMELA A. HANSARD, as Co-Trustees
of the MARGIE E. SOVERCOOL LIVING TRUST
AGREEMENT DATED JUNE 26, 2019

PROPERTY LOCATION The property is generally located at the northeast corner at the
intersection of CR 500 and E C 470, 227 CR 500.

PARCEL NUMBER K09A020

DATE November 26, 2024

The applicant is seeking approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agricultural (Sumter County) to Commercial (City) for the parcel listed above on 10.02 acres MOL. This request is accompanied by a rezoning request RZ 2409-001 (O2024-77).

ANALYSIS: This land use amendment has been submitted to accommodate a 2-story self-storage facility consisting of 258 units accessed internally and office space that will be used for managing the self-storage facility as part of the project.

The applicant believes the proposed amendment should be granted based on the following criteria found in Land Development Regulations (LDR) §1.7(D).

(1) Justification of the proposed amendment has been adequately presented:

The applicant has submitted justification to the City of Wildwood for the proposed request to

change the Future Land Use from Agricultural (Sumter County) to Commercial (City), as supported in the 2050 Comprehensive Plan. Policy 1.1.1.c. The proposed land use amendment would allow for the construction of a new Self Storage, on 10.02 acres MOL. Policy 1.1.1.c is intended to support a mix of commercial and office uses.

(2) The proposed amendment is not inconsistent with the goals, objectives, and policies of the comprehensive plan;

The applicant finds the proposed amendment is not inconsistent with the goals, objectives, and policies of the comprehensive plan, with the proposed land use change from Agricultural (Sumter County) to Commercial (City). Policy 1.1.1.c. supports the proposed land use change, which is intended to accommodate a mix of commercial and office uses. The maximum intensity is 0.5 Floor Area Ratio (FAR) or 75% Impervious Surface Ratio (ISR), whichever number is less. The maximum FAR for the development is 218,889 square feet and the development is proposing a 178,654 square foot facility, which meets the criteria of the proposed land use.

(3) The proposed amendment should not be considered urban sprawl or exemplify an energy-inefficient land use pattern;

The applicant finds the amendment is not considered urban sprawl, and it does not exemplify an energy-inefficient land use pattern. The subject property is located at the Northeast corner of the intersection of CR 500 and E C 470. Utilities are not available to the subject property. However, the applicant intends to extend water lines to service the proposed project. Policy 1.2.1 states "The City shall encourage growth and development in areas where public infrastructure, services, and utilities are already present or planned to be within 3 to 5 years. As the existing mix of land use designations are mainly Low Density Rural Residential (RR) and Commercial (COM), an addition of Commercial (COM) would conform with Objective 1.2 of the Comprehensive Plan. The proposed development directly combats urban sprawl by focusing on maximizing existing space for compact development, providing a wider, more efficient land use in the area. (Urban sprawl)

(4) The proposed amendment will not have an adverse effect on environmentally sensitive systems;

The applicant finds the proposed amendment will not have an adverse effect on environmentally sensitive systems. An environmental survey was conducted by ECS Florida on August 19, 2024. Per the survey, Gopher Tortoises were observed on the site; therefore, a 100% survey will be required at the site plan stage.

(5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools, or other public facilities without providing remedies to correct the system or facility;

Transportation: The property has access off of CR 500 and C E 470. The applicant has conducted a TIA which has been approved by Sumter County. The applicant finds that the site will generate a small traffic impact.

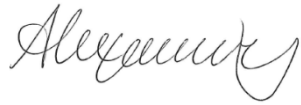
Potable Water & Sewer: The subject property is within the City of Wildwood Utility Service Area. Utilities are not currently available at the property. However, the applicant proposes to extend water lines to service the proposed development. The developer will be connecting to the water lines that are located at the intersection of CR 500 and Marsh Bend Trail. It has been determined that wastewater lines are currently located more than 1000 ft from the subject property. Therefore, the development will be served by an onsite septic system for

wastewater. Policy 4.2.3., "The City shall ensure that adequate wastewater supplies and facilities are available to serve new development no later than the date on which the City anticipates issuing a certificate of occupancy."

Schools: The commercial development will not generate any school-year-aged children.

CONCLUSION:

The proposed amendment to the Comprehensive Plan is compatible with the Goals, Policies, and Objectives in the City of Wildwood 2050 Comprehensive Plan. The proposed amendment has been evaluated for the 13 indicators of urban sprawl as listed in F.S. Chapter 163.3177(6)(a)9a.

A handwritten signature in cursive script, appearing to read "Alex Lammers".

Alex Lammers
Planner I, Development Services

ORDINANCE NO. O2024-76

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include a land use amendment described as follows, to-wit:

K09A020

JUDY R. SNELL and PAMELA A. HANDARD, as Co-Trustees of the MARGIE E. SOVERCOOL LIVING TRUST AGREEMENT DATED JUNE 26, 2019
Acres 10.02 +/-

LEGAL DESCRIPTION:

PARCEL NO. 20, INDIAN OAKS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 53, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND

PARCEL NO. 1, INDIAN OAKS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 53, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY OLD REPUBLIC TITLE INSURANCE COMPANY, COMMITMENT NO. 1444845

This property is to be reclassified from Agricultural (Sumter County) to Commercial (City)

AND WHEREAS, the City is proposing to amend the Future Land Use Map to include the future land use of property that shall pertain and be applicable to said amendment.

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

SECTION 1. The adopted local Comprehensive Plan and Future Land Use Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use Map of the local comprehensive plan is attached hereto as “Exhibit A” and incorporated herein by reference.

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

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

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

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

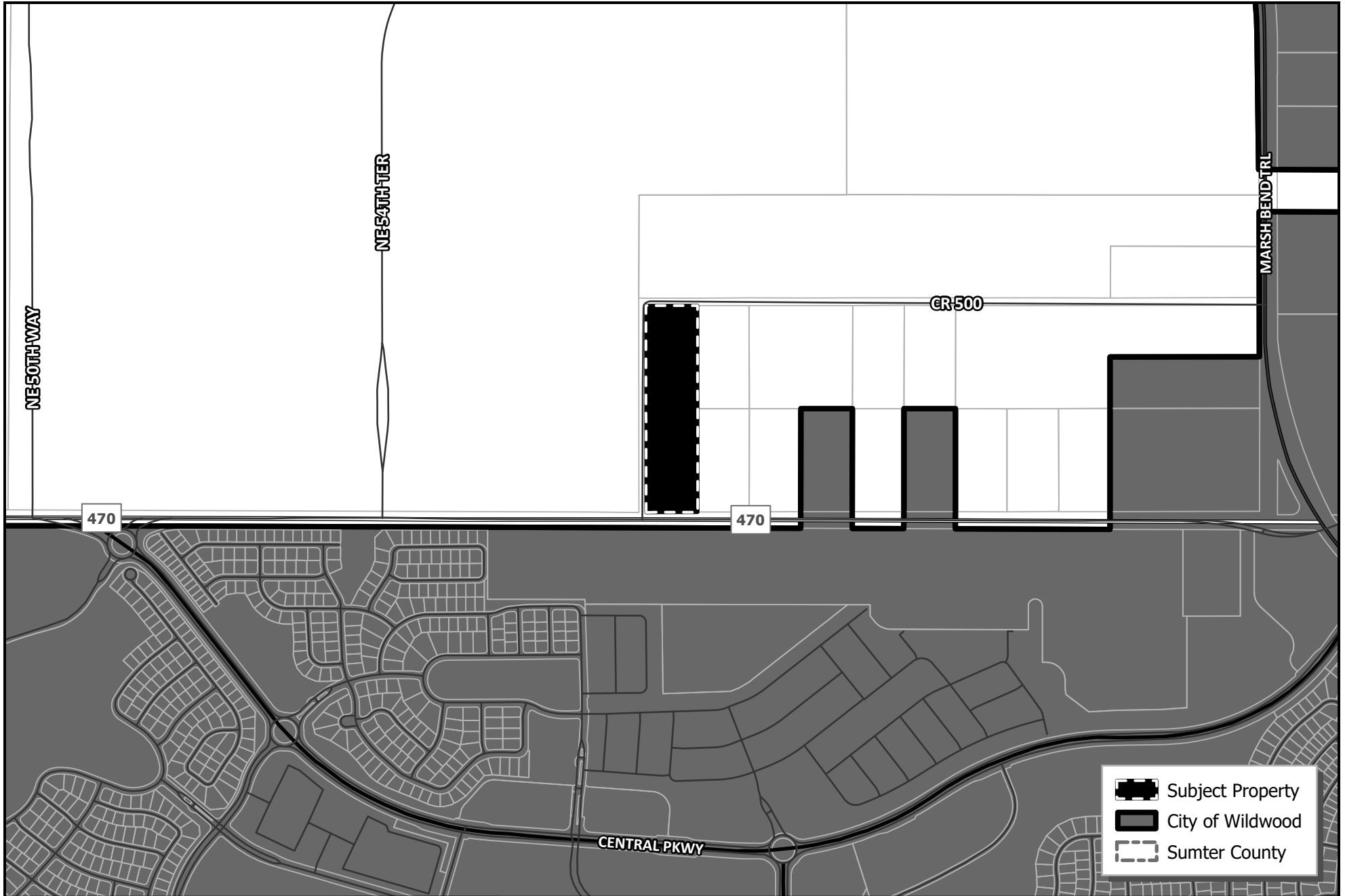
ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

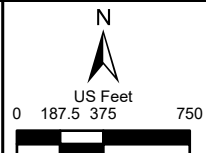
Second Reading: _____

Approved as to form:

City Attorney

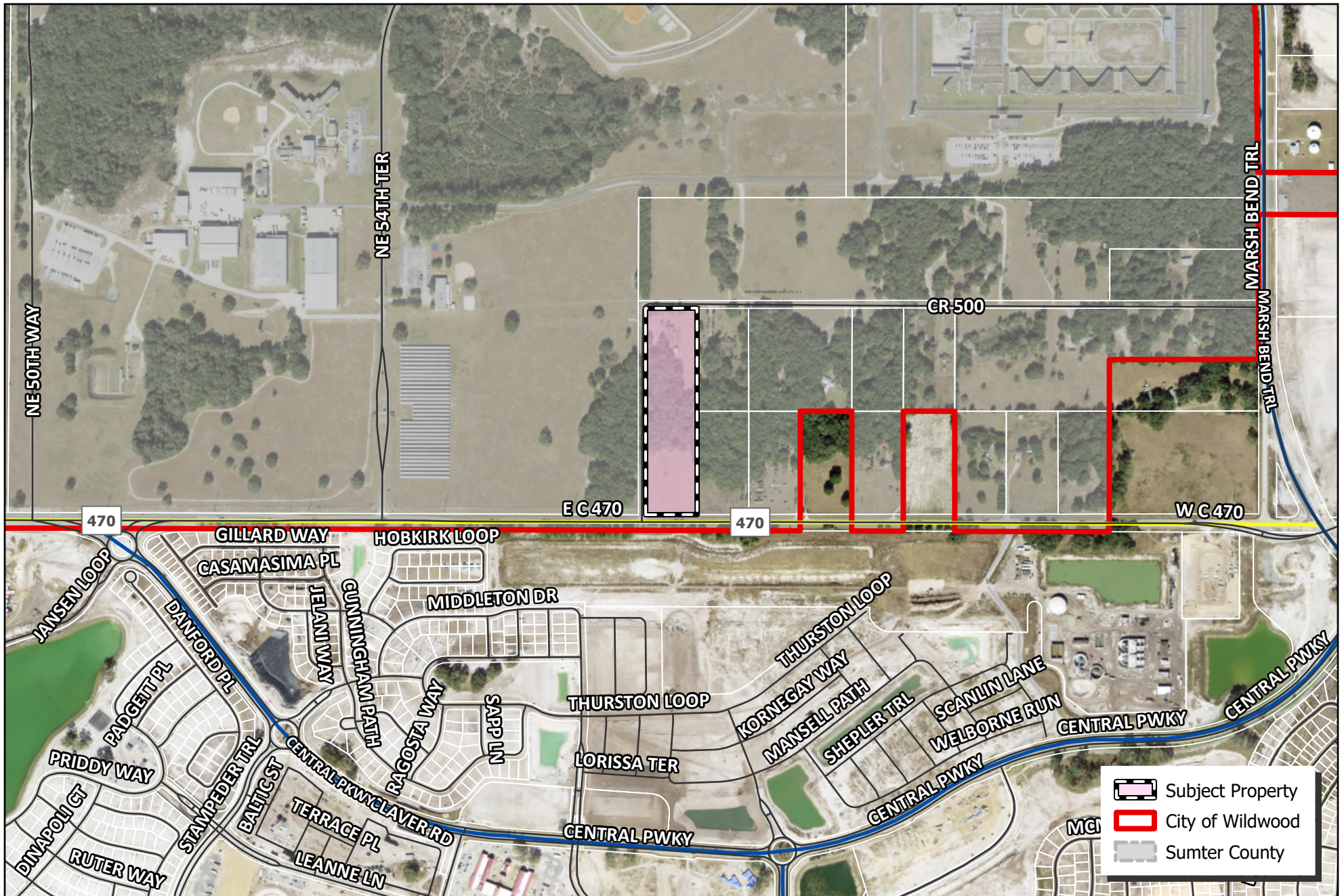


CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

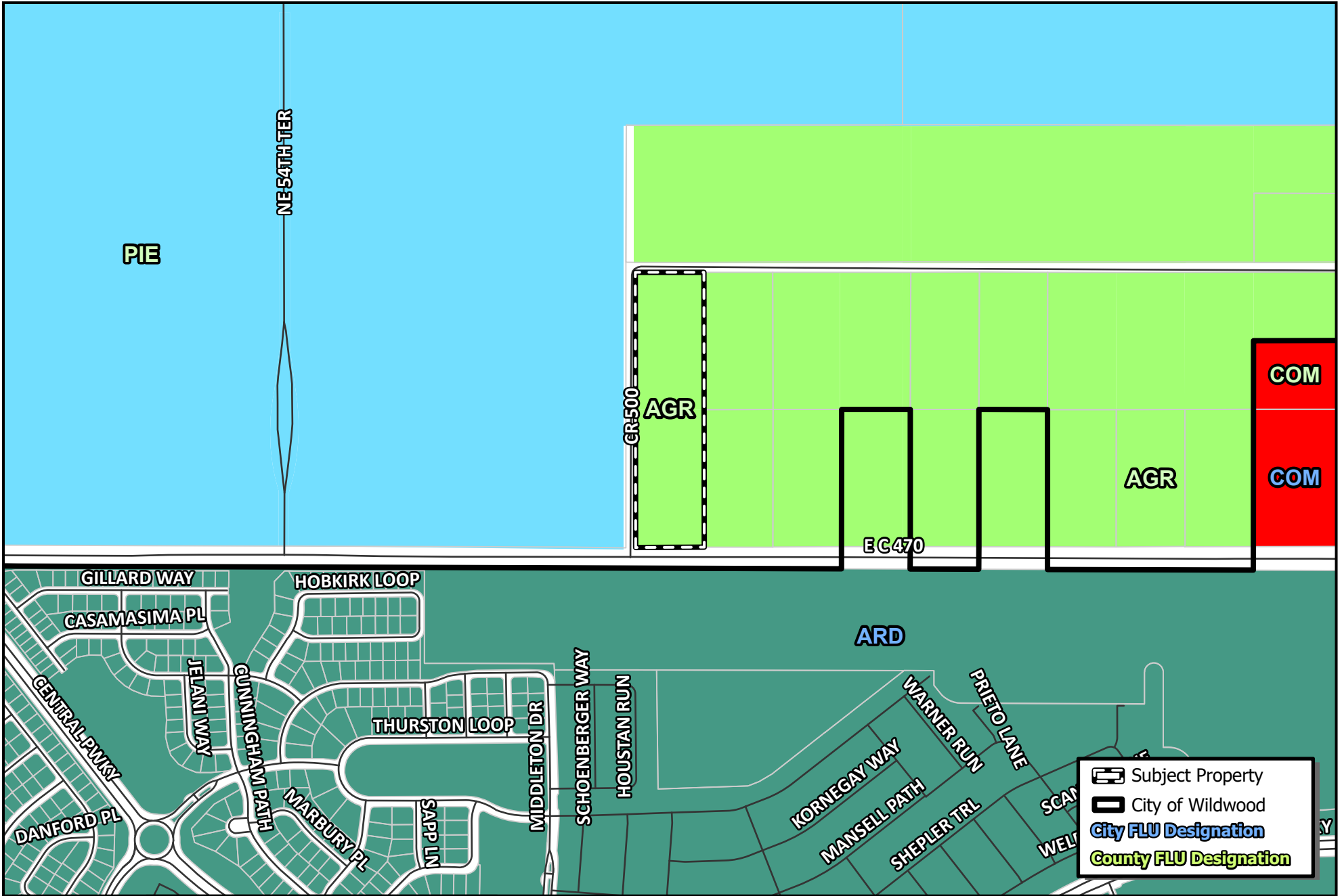


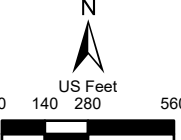
CP 2409-001
INDIAN OAKS SELF STORAGE
PARCEL K09A020

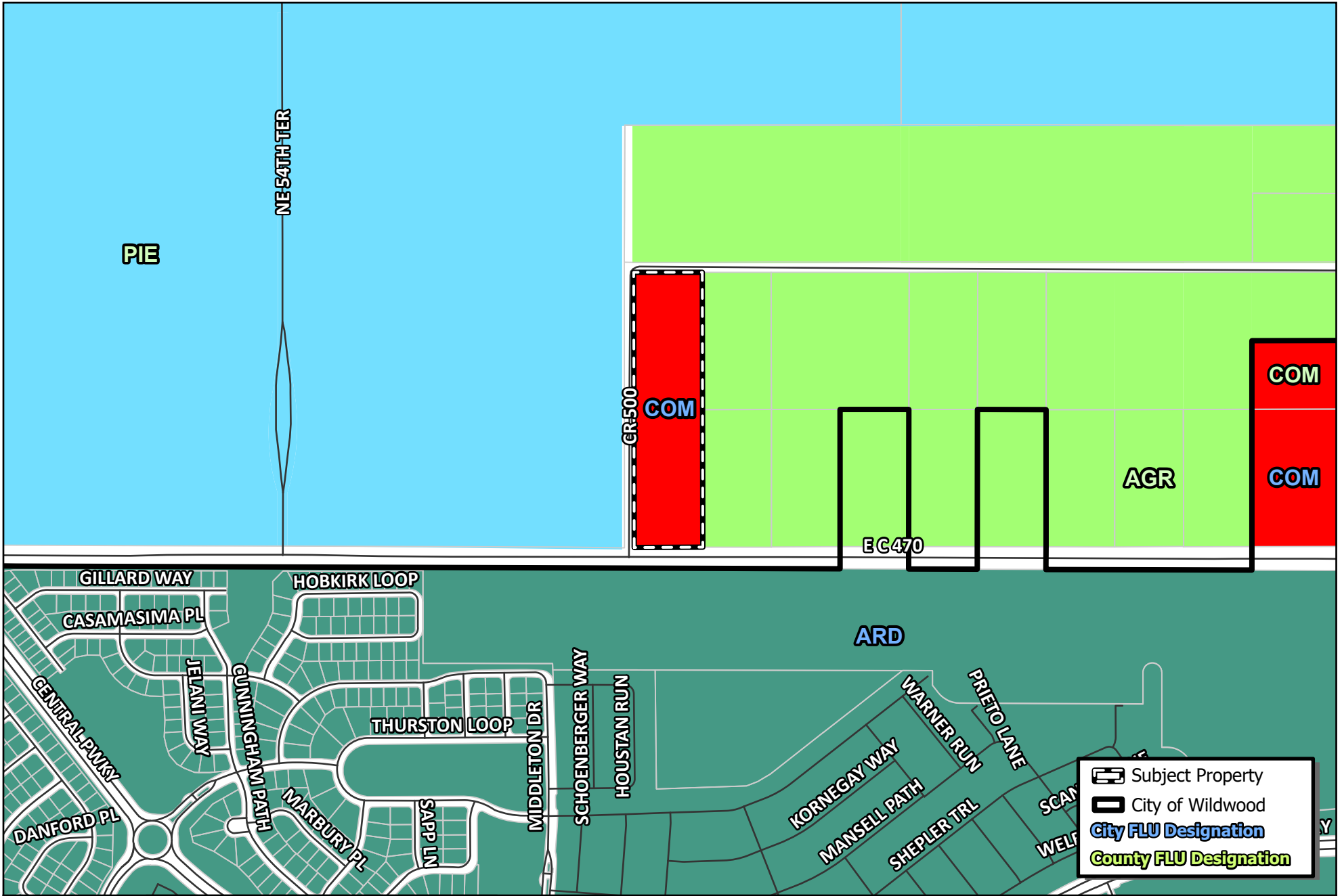
MAP 1A
LOCATION
MAP
OCT 2024

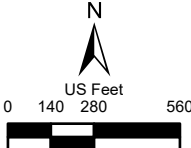


 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		CP 2409-001 Indian Oaks SELF STORAGE PARCEL K09A020	MAP 1B LOCATION MAP OCT 2024



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 US Feet 0 140 280 560	CP 2409-001 INDIAN OAKS SELF STORAGE PARCEL K09A020	MAP 2A EXISTING LAND USE OCT 2024
--	--	--	---	---



	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		CP 2409-001 INDIAN OAKS SELF STORAGE PARCEL K09A020		MAP 2B PROPOSED LAND USE OCT 2024
--	---	---	--	--	--



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Wildwood website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: O2024-76

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, a business impact estimate is not required by state law¹ for the proposed ordinance. This 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.

¹ See Section 166.041(4)(c), Florida Statutes.

Print

Sumter County Traffic Impact Analysis (TIA) - Submission #1270877

Date Submitted: 7/10/2024

First Name*

Nikesh

Last Name*

Poudel

Email Address*

nikeshp@trafficmobility.com

Name of Project:*

Wildwood Self Storage

Phone*

(407) 531-5332 Ext 227

Parcel Number*

K09A020

Sumter County Traffic Impact Analysis (TIA)

In accordance with the Interlocal Service Boundary and Joint Planning Agreement between the City of Bushnell, City of Center Hill, City of Coleman, City of Webster, and the City of Wildwood, within the municipal service area, the Cities and County agree that County will review all traffic impact studies for development accessing the City or County road networks.

Sumter County Traffic
Impact Analysis (TIA)
exemption approval:

Matthew
Tadlock

Digitally signed by Matthew Tadlock
DN: cn=Matthew Tadlock, o=Sumter
County Public Works, ou=Planning
and Design,
email=matthew.tadlock@sumtercoun
tyfl.gov, c=US
Date: 2024.08.12 16:38:42 -04'00'

Purpose and Applicability

The purpose of the TIA is to identify the potential traffic impacts of new development on the transportation system and to develop mitigation strategies to offset those impacts according to the methodologies and provisions as described herein. These guidelines apply to all new development within Sumter County, including its municipalities, submitting building and site plans for review. The TIA requirement applies to previously approved developments that are over five years old, changing land uses within the site plan, or extending the build-out date from a previously approved TIA. Unless otherwise required by the County Administrator or designee, a TIA, as it relates to a substandard roadway section, shall not be required for any single development generating less than 50 average daily trips, as per the Trip Generation Manual, latest edition, as published by the Institute of Transportation Engineers (ITE). The following thresholds will determine the level of study that will need to be performed depending on the number of trips a development produces:

1. Applicants proposing developments that generate 50 but less than or equal to 1,000 average daily trips (ADT), according to the ITE Trip Generation Manual, current edition, must perform a Minor TIA.
2. A Major TIA shall be required for all proposed developments generating more than 1,000 ADT, as per the ITE Trip Generation Manual, current edition..

For purposes of this section, a "single development" shall include any development, parcel of land, lot, and tract, and contiguous or nearby developments, parcels, lots, or tracts that are:

1. Developed by the same or a related development or landowner;
2. Developed as part of the same zoning plan, preliminary plan, preliminary site plan, plat, or other unified or common plan of development.

These guidelines are in addition to the requirements of the access management regulations. In the event of any conflict between these guidelines and such regulations, the more stringent requirements shall apply.

Methodology Statement

Before conducting a Major TIA, a methodology statement shall be prepared by the applicant, the applicant's representative, or the applicant's engineer/consultant and submitted for review and approval by the County. Before conducting a Minor TIA, the applicant, the applicant's representative, or the applicant's engineer/consultant shall seek confirmation from County staff on the need for a methodology statement. The purpose of the methodology statement is to establish agreed-upon methodologies and assumptions before the start of the TIA. A methodology statement shall be prepared using the guidelines provided in the following paragraphs. The methodology statement will be first reviewed by County staff, if necessary, through a methodology meeting with the applicant and or the applicant's consultant. The applicant's consultant will then revise the statement based upon agreed-upon methodologies. The applicant shall ensure the consultant does not prepare a TIA without a methodology statement approved by the appropriate County representative.

Sumter County 2023 County Annual Traffic Reports Summary Table

[Click here to view the table.](#)

Exemption

No file chosen

Applicants can submit an exemption due to a development generating less than 50 average daily trips, as per the Trip Generation Manual, latest edition, as published by the Institute of Transportation Engineers (ITE).

Please submit your Methodology Statement

24231 Wildwood Self Storage TIA Methodology 071024.pdf

Please submit your TIA No file chosen**Date of Methodology
Acceptance by County****Applicable Jurisdiction**

Please check the applicable Jurisdiction:

- ☐ City of Bushnell
- ☐ City of Center Hill
- ☐ City of Coleman
- ☒ City of Wildwood
- ☐ Unincorporated Sumter County

Link[FDOT Systems Implementation Office](#)**Link**[FDOT Roadway Design - Florida Greenbook](#)**Link**[Lake-Sumter MPO](#)**Link**[FDOT Traffic Information](#)

MEMORANDUM

July 10, 2024

Re: Wildwood Self Storage
Traffic Impact Analysis Methodology
City of Wildwood, Sumter County, Florida
Project № 24231.01.01

Introduction

The following is a methodology outline for a Traffic Impact Analysis (TIA) for the proposed industrial development of Wildwood Self Storage and its surrounding transportation network. The methodology is consistent with the requirements of Sumter County and the City of Wildwood *Traffic Impact Analysis (TIA) Guidelines*.

Project Description

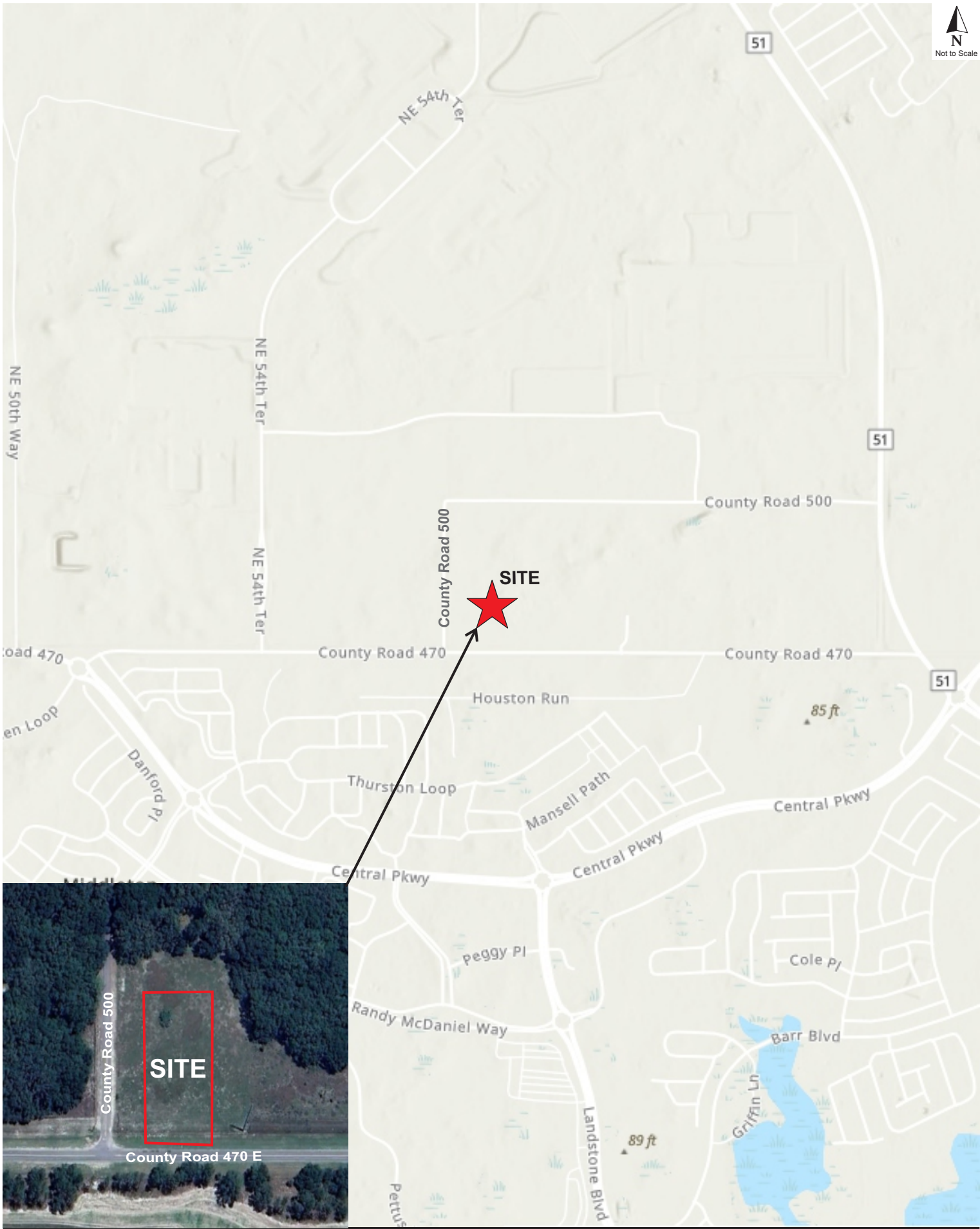
The proposed project entails an industrial development for a self-storage warehouse comprising 258 units with an anticipated buildout year of 2026.

Project Location

The project consists of a single parcel K09A020. The project site is located north of County Road 470 East (CR 470 E) and east of County Road 500 (CR 500), in the City of Wildwood, Sumter County, Florida, as shown in **Figure 1**.

Project Access

Access to the site is proposed via a full access driveway on CR 470 E, as depicted on the site plan. A copy of the preliminary site plan is provided in the **Attachments**.



Trip Generation

A trip generation analysis was conducted using the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. **Table 1** summarizes the resulting trip generation analysis. The detailed ITE trip generation information sheets are included in the **Attachments**.

Table 1
Trip Generation Analysis

ITE Code	Description	Number (100s)	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
151	Mini-Warehouse (Self-Storage)	2.58 Units	17.27	45	1.21	3	2	1	1.68	4	2	2

Source: Trip generation analysis is based on *ITE Trip Generation Manual, 11th Edition*

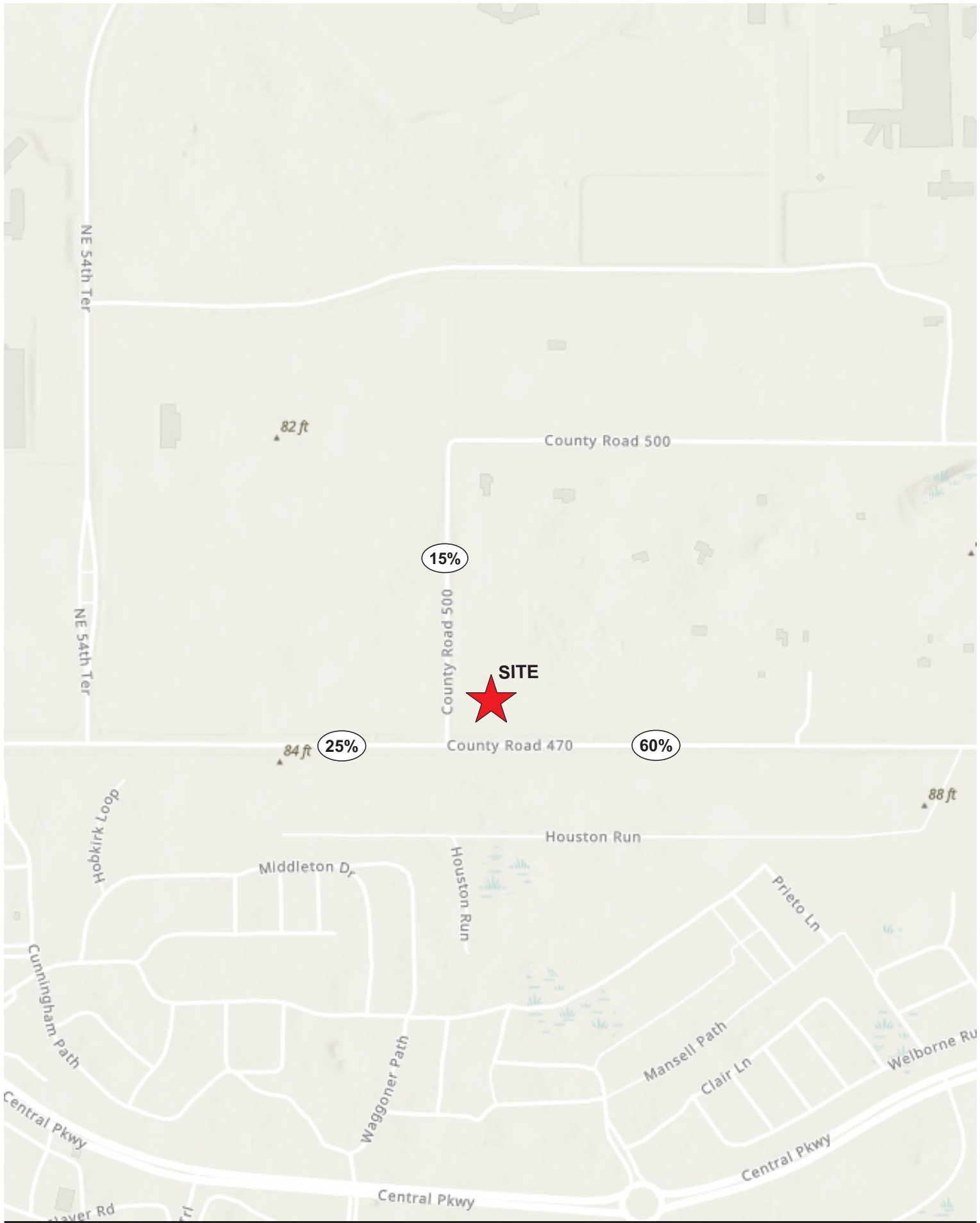
Regression Equation used to calculate rates when R^2 is greater than 0.75.

The value 2.58 Units under column "Number (100s)" mean 258 storage units.

Per Sumter County *TIA Guidelines*, a major TIA is required for any development that generates more than 1,000 daily trips. As shown in **Table 1**, the proposed development is projected to generate only 45 daily trips, of which three (3) trips occur during the AM peak hour, and four (4) trips occur during the PM peak hour. So, a minor TIA will be conducted.

Trip Distribution

Trip distribution was developed manually based on the knowledge of the existing transportation network and the prevailing traffic conditions near the vicinity of the proposed development. The proposed trip distribution pattern is shown in **Figure 2**.



Study Area

The study area considered in the analysis is consistent with a minor TIA. It will encompass roadway segments adjacent to the development, major intersections along impacted roadways, major intersections within 1,320 feet of the site access, and all site-access driveways.

The roadway segments were obtained using the 2023 *Sumter County CMP Database*, excerpt of which is included in the **Attachments**. The following roadway segments will be analyzed for the PM peak hour:

- CR 470 E
 - NE 50th Way to CR 501
- CR 500
 - CR 470 E to CR 501

The information for segment of CR 500 is not available in the 2023 *Sumter County CMP Database*. Traffic counts which will be collected at the intersection of CR 470 E and CR 500 and reasonable assumptions will be used for the analysis of this segment.

The following intersections will be analyzed during the AM and PM peak hours:

- CR 470 E and CR 500 (Unsignalized)
- CR 470 E and Access Driveway (Proposed)

Projected Traffic

Projected traffic includes background traffic volumes, committed trips generated by approved developments within the study area, if applicable, and the project trips. Projected background traffic for the buildout year of 2026 will be calculated using annual growth rates from 2023 *Sumter County CMP Database* to account for traffic growth at the project buildout. A minimum annual growth rate of 1.0% will be applied to any roadway segment on which minimal or no growth is detected.

Capacity Analysis

A capacity analysis will be conducted for the study roadway segments and intersections. The capacity analysis for the study roadway segments will be carried out for the PM peak hour under projected conditions and will be based on service volumes and capacities obtained from 2023 *Sumter County CMP Database*. The capacity analysis for the study intersections will be performed for both AM and PM peak hours under projected conditions using the methods of the *Highway Capacity Manual (HCM)*.

Access Points

Access improvements necessary to support the proposed site access driveway at the project buildout will be identified in the study. A 95th percentile queue length at the study intersections will be analyzed to check projected queue lengths against available spacing between the study intersections and adjacent access points. A turn lane analysis, in accordance with the *National Cooperative Highway Research Program (NCHRP) Report 457* and applicable Sumter County Ordinances, will be performed at the site access driveway to determine the need for auxiliary turn lanes. If needed, queue storage lengths required for turn lanes will be determined based on projected 95th percentile queue lengths.

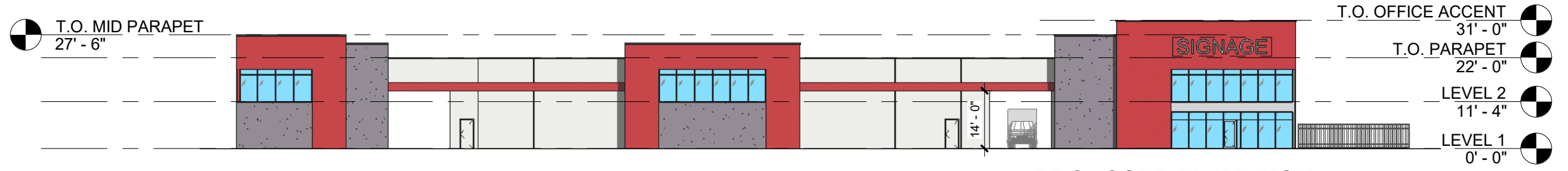
Planned and Programmed Improvements

The *Lake-Sumter Metropolitan Planning Organization (LSMPO) Transportation Improvement Program (TIP)*, *Sumter County Capital Improvement Program (CIP)*, and the *FDOT Work Program*, have been reviewed to determine if there are any improvements planned in the study area. No such improvement was identified.

Report

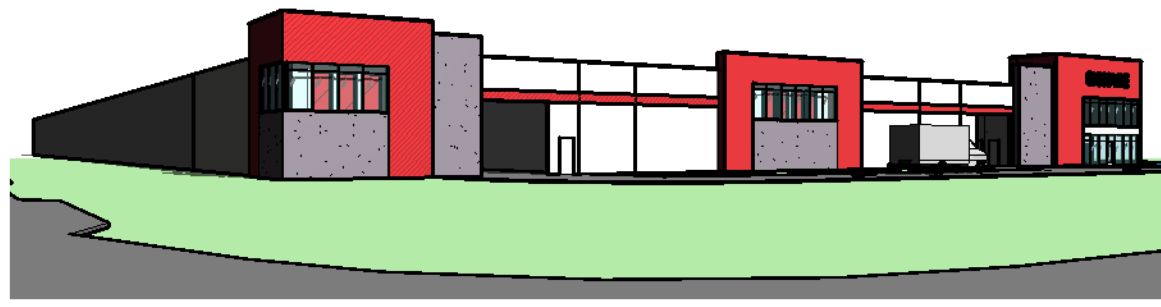
A minor TIA report detailing the methods and findings of the study, including all associated graphics, tables, calculations, and supporting information, will be prepared for submittal to Sumter County and the City of Wildwood.

Attachments



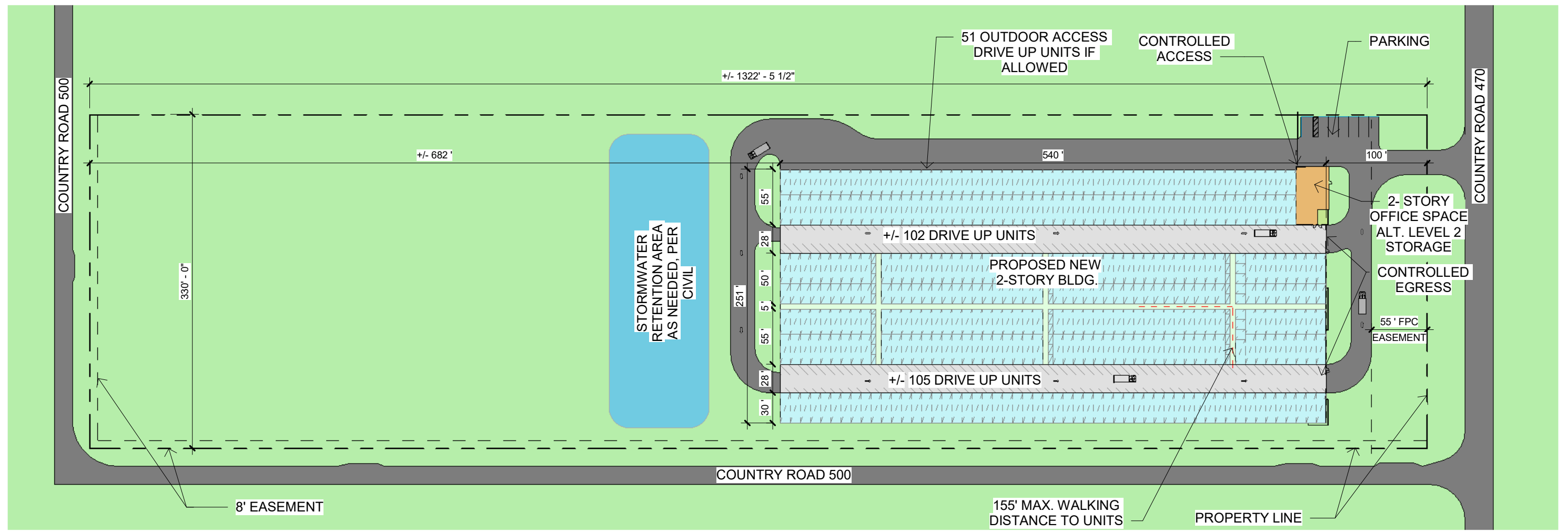
PROPOSED ELEVATION
(CR 470)

PRELIMINARY
PERSPECTIVE

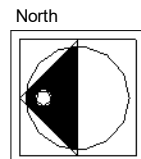


SUMMARY
135,540 SF FOOTPRINT
+/- 99,500 TOTAL RENTABLE AREA
EFFICIENCY +/- 73.41%

+/- 258 DRIVE UP UNITS



PROPOSED SITE PLAN



SELF STORAGE
CR 470 & CR 500
WILDWOOD, FLORIDA

MAY 15, 2024

24240

ATRIUM CAPITAL
GROUP



ARCHITECTURE

Mini-Warehouse (151)

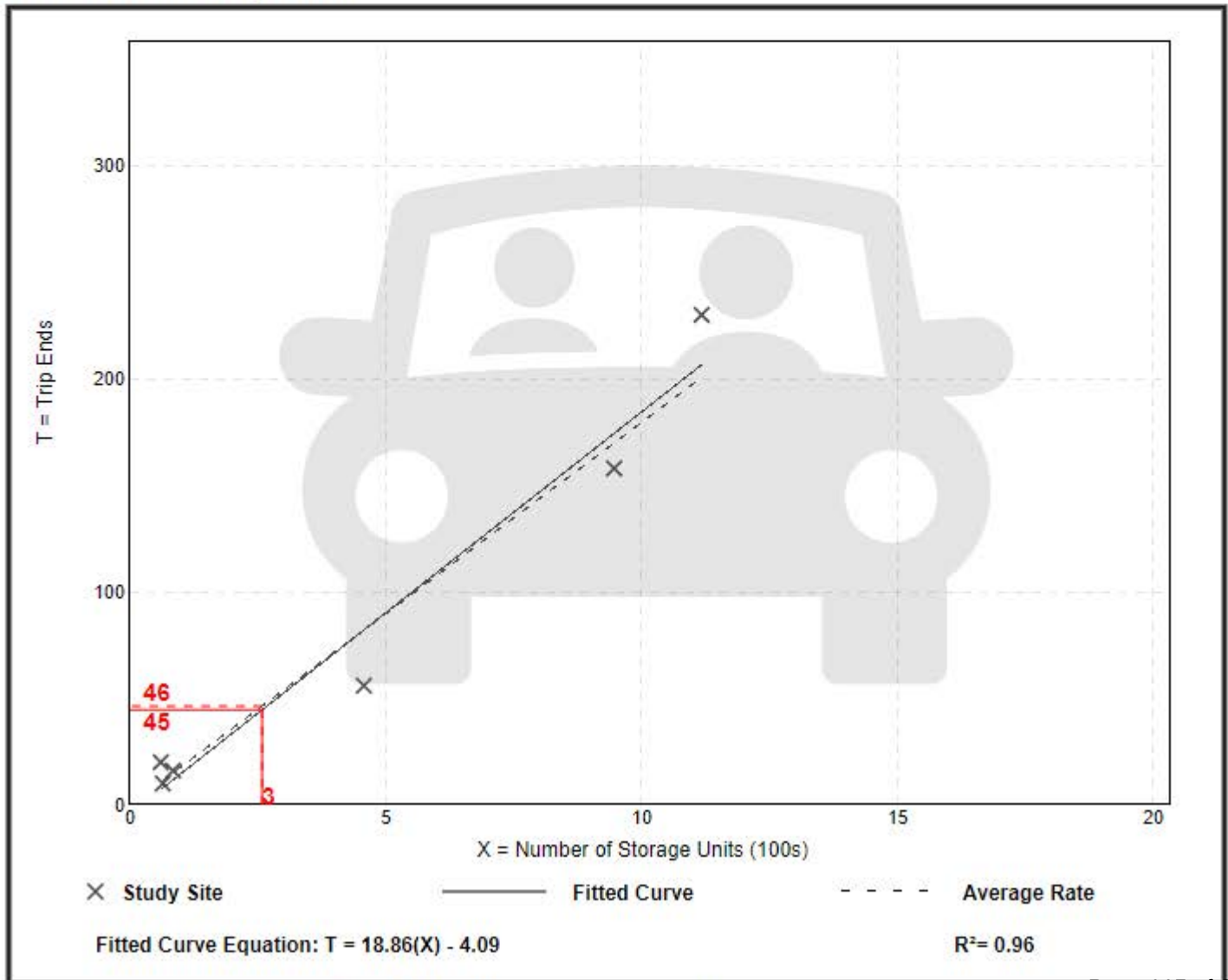
Vehicle Trip Ends vs: Storage Units (100s)
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. Num. of Storage Units (100s): 5
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
17.96	12.25 - 33.33	4.13

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 7

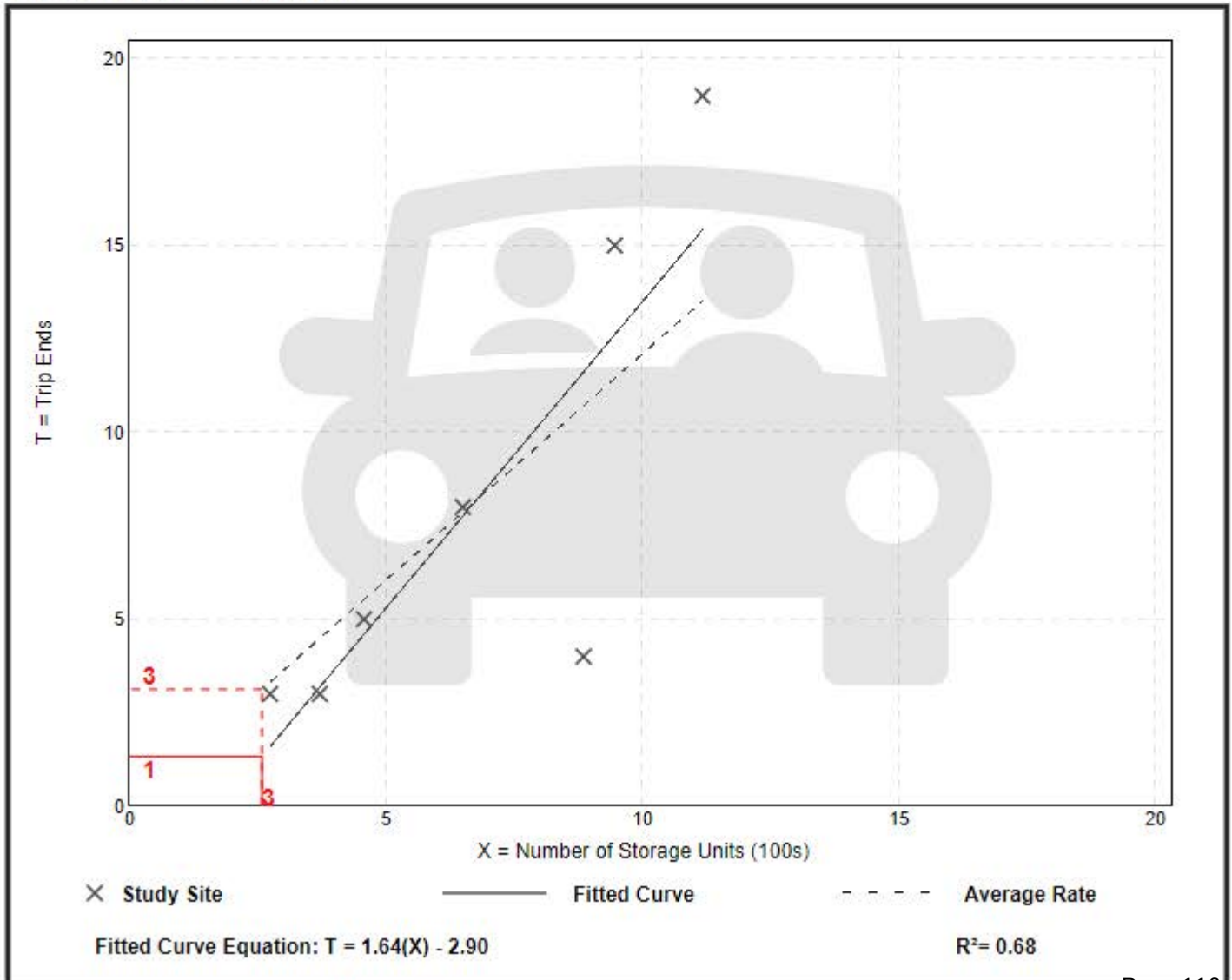
Avg. Num. of Storage Units (100s): 7

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
1.21	0.45 - 1.70	0.49

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: Storage Units (100s)

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 9

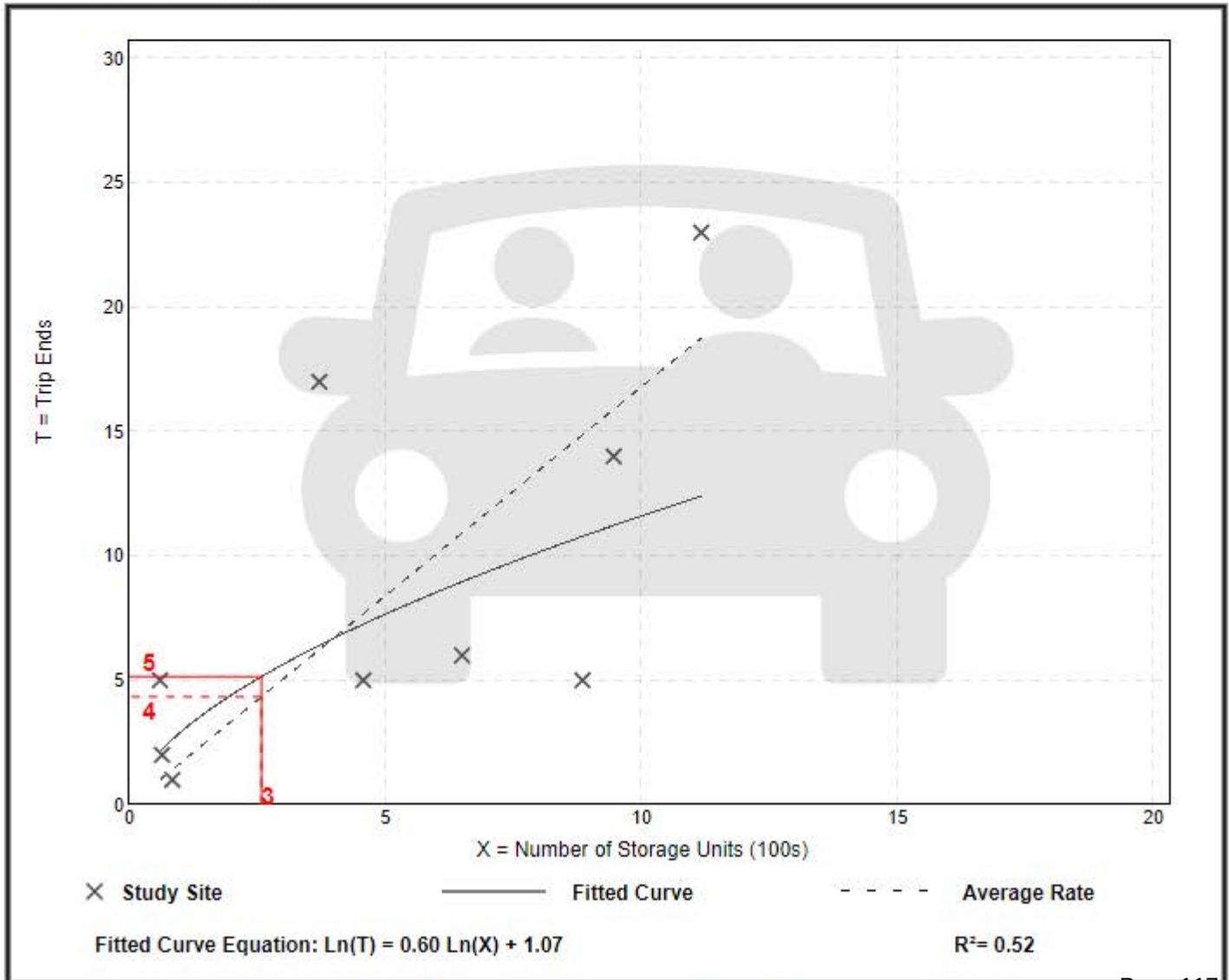
Avg. Num. of Storage Units (100s): 5

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Storage Unit (100s)

Average Rate	Range of Rates	Standard Deviation
1.68	0.56 - 8.33	1.37

Data Plot and Equation



Sumter County CMP Database

SEGMENT ID	COUNTY STATION	FOOT STATION	DATA SOURCE	SPEED LIMIT	SEGMENT LENGTH (MI)	ROAD NAME	FROM	TO	LANES (2023)	LANES (2028)	URBAN / RURAL	DIVIDED / UNDIVIDED	CONTEXT CLASSIFICATION	MAINTAINING AGENCY	JURISDICTION	ADOPTED CT STANDARD	DAILY VOLUME (2023)	DAILY VOLUME (2028)	DAILY VOLUME (2033)	DAILY VOLUME (2038)	PEAK HOUR TWO-WAY LOS (2023)	2023 PEAK HOUR TWO-WAY VOLUME	2023 PEAK HOUR TWO-WAY VOLUME	2023 PEAK HOUR TWO-WAY LOS (2028)	2023 PEAK HOUR TWO-WAY LOS (2033)	2023 PEAK HOUR TWO-WAY LOS (2038)	GROWTH RATE	DAILY SERVICE VOLUME (2026)	2029 ADOT V.C.	2029 DAILY V.C.	2033 DAILY V.C.	2038 DAILY V.C.	2038 PEAK HOUR DIRECTIONAL SERVICE VOLUME (2026)	2028 PEAK HOUR TWO-WAY VOLUME	2028 PEAK HOUR TWO-WAY VOLUME	2028 PEAK HOUR TWO-WAY LOS (2026)	2028 PEAK HOUR TWO-WAY LOS (2033)	2028 PEAK HOUR TWO-WAY LOS (2038)					
3552120	180002	180022	FOOT	60	1.73	SR 44	CR 475	SR 9317S	4	4	RURAL	UNDIVIDED	C2	STATE	UNINCORPORATED SUMTER COUNTY	C	45,800	11,200	0.24	B	2,390	361	652	0.27	B	4,350	1,013	B	0.23	1.00%	45,800	11,771	0.26	B	2,390	379	695	0.29	B	4,350	2,769	B	0.64
3552130	180102	180102	FOOT	45	1.00	SR 44	CR 9397S	CR 44A	4	4	URBAN	DIVIDED	C2	STATE	UNINCORPORATED SUMTER COUNTY	D	55,700	15,150	0.34	B	2,510	839	984	0.34	B	5,290	1,823	B	0.34	2.25%	55,700	21,448	0.39	B	2,510	938	1,100	0.38	B	5,290	3,848	C	0.73
3553100	2020-378		SUMTER	35	0.27	CR 48	CR 478 (VIRGINIA AVE)	CR 469	2	2	RURAL	UNDIVIDED	C27	COUNTY	CENTER HILL	D	18,000	7,000	0.39	C	940	188	333	0.35	C	1,710	521	C	0.30	2.50%	18,000	7,987	0.44	C	940	213	377	0.40	C	1,710	1,153	C	0.67
3553130	71		SUMTER	30	0.51	CR 48 (FLORIDA ST)	US 301SR 35 (NOBLE AVE)	CR 476 W	2	2	URBAN	UNDIVIDED	C27	BUSHNELL	BUSHNELL	D	12,960	3,762	0.29	C	677	165	189	0.28	C	1,231	351	C	0.29	1.00%	12,960	3,975	0.31	C	677	173	199	0.29	C	1,231	860	C	0.69
3553140	37		SUMTER	55	2.75	CR 469	CR 48 E	CR 428	2	2	RURAL	UNDIVIDED	C2	COUNTY	CENTER HILL	D	14,000	4,760	0.34	C	730	119	149	0.19	B	1,330	264	B	0.20	10.00%	14,000	7,414	0.55	C	730	192	229	0.31	B	1,330	922	D	0.60
3553150	38		SUMTER	55	2.90	CR 469	CR 50	CR 527	2	2	URBAN	UNDIVIDED	C2	COUNTY	UNINCORPORATED SUMTER COUNTY	D	14,000	4,376	0.31	B	730	116	120	0.16	B	1,330	296	B	0.18	8.25%	14,000	6,505	0.46	C	730	172	178	0.24	B	1,330	902	D	0.68
3553160	72		SUMTER	35	0.59	CR 48	CR 476 W	CR 758	2	2	RURAL	UNDIVIDED	C2	COUNTY	BUSHNELL	D	10,000	9,321	0.67	D	730	382	327	0.52	C	1,330	709	C	0.53	4.75%	10,000	14,755	0.84	C	730	445	442	0.66	D	1,330	1,712	D	0.91
3553170	75	187001	SUMTER	55	1.75	CR 48	CR 552	CR 557	2	2	RURAL	UNDIVIDED	C2	COUNTY	BUSHNELL	D	14,000	5,573	0.16	B	730	152	176	0.16	B	1,330	238	B	0.17	5.50%	14,000	11,951	0.36	C	730	187	171	0.20	B	1,330	1,101	D	0.83
3553180	73	187001	SUMTER	45	1.26	CR 48	CR 747	CR 747	2	2	URBAN	UNDIVIDED	C2	COUNTY	BUSHNELL	D	14,000	8,128	0.58	C	730	247	319	0.44	C	1,330	966	C	0.43	6.25%	14,000	11,006	0.79	D	730	334	432	0.59	D	1,330	1,064	D	0.80
3553190	76		SUMTER	55	1.45	CR 48	SR 471	CR 567	2	2	URBAN	UNDIVIDED	C2	COUNTY	UNINCORPORATED SUMTER COUNTY	D	14,000	8,151	0.58	C	730	262	302	0.41	C	1,330	954	C	0.42	6.00%	14,000	10,908	0.78	D	730	351	404	0.55	C	1,330	1,081	D	0.81
3553200	77		SUMTER	55	1.82	CR 48	CR 567	CR 569 (NORTH AVE)	2	2	RURAL	UNDIVIDED	C2	COUNTY	CENTER HILL	D	14,000	9,575	0.68	D	730	270	295	0.40	C	1,330	565	C	0.42	7.75%	14,000	13,907	0.99	D	730	392	428	0.59	C	1,330	1,122	D	0.84
3553210	77		ADJACENT	55	1.82	CR 48	CR 569 (NORTH AVE)	CR 478 (VIRGINIA AVE)	2	2	RURAL	UNDIVIDED	C27	COUNTY	CENTER HILL	D	14,000	9,575	0.63	C	940	270	295	0.31	C	1,710	997	C	0.33	7.75%	14,000	13,907	0.77	D	940	392	428	0.46	C	1,710	1,332	D	0.78
3554120	18016	180009	ADJACENT	40	1.00	SR 48 (CR 48 W)	CR 609	CR 311 (N WEST ST)	4	4	RURAL	UNDIVIDED	C2	STATE	BUSHNELL	D	36,600	12,155	0.33	C	1,810	537	486	0.30	C	3,290	1,023	C	0.31	2.25%	36,600	13,985	0.37	C	1,810	600	543	0.33	C	3,290	2,410	C	0.73
3554130	174	180009	ADJACENT	40	0.52	SR 48 (CR 48 W)	CR 311 (N WEST ST)	CR 475 (S MAIN ST)	4	4	RURAL	DIVIDED	C3C	STATE	BUSHNELL	D	36,600	13,448	0.37	C	1,810	526	600	0.33	C	3,290	1,126	C	0.34	1.00%	36,600	14,134	0.39	C	1,810	553	631	0.35	C	3,290	2,963	C	0.72
3554140	175	180207	ADJACENT	40	0.25	SR 48 (MAIN ST)	US 301SR 35	CR 475 (S MAIN ST)	4	4	URBAN	UNDIVIDED	C27	COUNTY	BUSHNELL	D	24,928	12,079	0.51	C	1,292	440	498	0.38	C	2,347	825	C	0.39	5.00%	24,928	10,687	0.65	C	1,292	325	320	0.35	C	2,347	1,054	D	0.79
3555100	86		SUMTER	45	0.54	CR 48	OTRUS (COUNTY BOUNDARY)	CR 578	2	2	RURAL	UNDIVIDED	C2	COUNTY	UNINCORPORATED SUMTER COUNTY	D	20,200	5,176	0.15	B	730	175	176	0.15	B	1,330	326	B	0.16	5.00%	20,200	5,990	0.75	C	730	240	239	0.43	C	1,330	1,040	D	0.75
3555110	74		SUMTER	45	0.16	CR 48	CR 625	CR 625	2	2	URBAN	UNDIVIDED	C2	COUNTY	UNINCORPORATED SUMTER COUNTY	C	8,200	4,967	0.61	C	430	170	207	0.48	B	730	277	B	0.48	6.25%	8,200	7,726	0.82	C	430	230	290	0.65	C	730	660	C	0.85
3555120	81		SUMTER	45	1.77	CR 48	CR 625	CR 616	2	2	URBAN	UNDIVIDED	C2	COUNTY	BUSHNELL	D	14,000	6,157	0.44	C	730	201	299	0.41	C	1,330	500	C	0.38	3.25%	14,000	7,225	0.52	C	730	236	351	0.48	C	1,330	966	D	0.73
3555130	2020-105		SUMTER	45	0.48	CR 48	CR 313	CR 313	4	4	URBAN	DIVIDED	C3C	COUNTY	BUSHNELL	D	32,940	7,382	0.22	C	1,629	349	346	0.21	C	2,961	695	C	0.23	1.00%	32,940	7,799	0.24	C	1,629	367	364	0.23	C	2,961	1,996	C	0.67
3556100	78		SUMTER	35	2.93	CR 48	CR 568	CR 558	2	2	URBAN	UNDIVIDED	C2	COUNTY	CENTER HILL	D	14,000	7,206	0.31	C	730	203	181	0.28	B	1,330	384	B	0.29	8.00%	14,000	10,441	0.75	D	730	298	266	0.41	C	1,330	1,028	D	0.77
3556110	79		SUMTER	55	0.20	CR 48	CR 469	LAKE COUNTY BOUNDARY	2	2	URBAN	UNDIVIDED	C2	COUNTY	UNINCORPORATED SUMTER COUNTY	D	14,000	5,280	0.38	C	730	183	190	0.26	B	1,330	373	B	0.28	2.75%	14,000	6,047	0.43	C	730	210	218	0.30	B	1,330	940	D	0.73
3557110	36		SUMTER	45	1.02	WARM SPRINGS AVE	US 301SR 35	CR 513	4	4	RURAL	DIVIDED	C3R	COUNTY	WILDWOOD	D	33,570	11,449	0.34	C	1,665	376	472	0.28	C	3,024	848	C	0.28	3.50%	33,570	13,598	0.41	C	1,665	547	561	0.34	C	3,024	2,112	C	0.70
3557120	2020-52		SUMTER	55	1.74	WARM SPRINGS AVE	CR 501	CR 513	4	4	RURAL	UNDIVIDED	C3R	COUNTY	WILDWOOD	D	33,570	16,157	0.48	C	1,665	395	378	0.53	C	3,024	935	C	0.31	9.25%	33,570	25,346	0.75	C	1,665	589	553	0.68	C	3,024	2,253	C	0.75
3557130	36		SUMTER	55	2.00	WARM SPRINGS AVE	CR 501	SANBOLD WOOD DR	4	4	RURAL	UNDIVIDED	C2	COUNTY	UNINCORPORATED SUMTER COUNTY	D	26,240	9,523	0.17	C	1,730	446	523	0.17	C	3,024	817	C	0.17	1.17%	26,240	10,354	0.17	C	1,730	523	548	0.17	C	3,024	2,128	C	0.73
3557140	34		SUMTER	45	0.90	MORSE BLVD	SANDALWOOD DR	SR 44	4	4	URBAN	UNDIVIDED	C3R	COUNTY	WILDWOOD	D	35,249	25,363	0.72	C	1,748	696	588	0.35	C	3,175	1,192	C	0.38	1.00%	35,249	26,657	0.76	C	1,748	637	616	0.36	C	3,175	2,385	C	0.75
3557150	207		SUMTER	35	1.27	WARM SPRINGS AVE	MEGGISON BLVD	CR 300	4	4	URBAN	DIVIDED	C3R	COUNTY	WILDWOOD	D	37,300	10,221	0.27	C	1,850	414	506	0.27	C	3,360	820	C	0.27	3.00%	37,300	11,849	0.32	C	1,850	480	587	0.32	C	3,360	2,330	C	0.69
3557160	205		SUMTER	35	3.91	MEGGISON RD	WARM SPRINGS AVE	CR 44	4	4	URBAN	DIVIDED	C3R	COUNTY	WILDWOOD	D	37,300	7,939	0.21	C	1,850	322	393	0.21	C	3,360	715	C	0.21	3.00%	37,300	9,203	0.25	C	1,850	373	456	0.25	C	3,360	2,223	C	0.66
3557170	206		SUMTER	35	1.47	MEGGISON RD	MORSE BLVD	WARM SPRINGS AVENUE	4	4	URBAN	DIVIDED	C3R	COUNTY	WILDWOOD	D	37,300	8,804	0.24	C	1,850	357	496	0.24	C	3,360	792	C	0.24	3.00%	37,300	10,206	0.27	C	1,850	413	505	0.27	C	3,360	2,263	C	0.67
3557180	208		SUMTER	35	0.56	MEGGISON RD	MORSE BLVD	COUNTY LINE	2	2	URBAN	DIVIDED	C3R	COUNTY	WILDWOOD	D	23,520	9,079	0.39	C	1,166	449	368	0.39	C	2,121	559	C	0.39	3.00%	23,520	10,655	0.45	C	1,166	521	426	0.45	C	2,121	1,687	C	0.80
3558110	18008	180061	FOOT	35	0.24	SR 471	CR 478 (E S)	CR 478 (E N)	2	2	URBAN	UNDIVIDED	C3C	STATE	WEBSTER	D	21,700	7,370	0.34	C	1,106	243	276	0.26	C	1,920	817	C	0.27	1.00%	21,700	7,693	0.35	C	1,106	255	290	0.27	C	1,920	1,305	C	0.68
3558120	18001	18001	FOOT	35	1.26	SR 471	CR 478 (N)	CR 478 (N)	2	2	URBAN	UNDIVIDED	C3C	STATE	WEBSTER	D	21,700	8,702	0.31	C	1,107	346	295	0.32	C	1,920	749	C	0.28	1.00%	21,700	10,046	0.31	C	1,107	364	330	0.31	C	1,920	1,404	D	0.74
3558140	18101	18101	FOOT	55	1.26	CR 471	CR 722	CR 722	2	2	URBAN	UNDIVIDED	C2	STATE	UNINCORPORATED SUMTER COUNTY	D	10,000	7,720	0.48	C	730	194	266	0.40	C	1,330	404	C	0.40	1.00%	10,000	7,056	0.51	C	730	230	290	0.50	C	1,330	1,054	D	0.82
3558150	18103	18103	FOOT	55	1.01	SR 471	CR 48 E	CR 48 E	2	2	URBAN	UNDIVIDED	C2	STATE	UNINCORPORATED SUMTER COUNTY	D	14,000	7,710	0.55	C	730	396	337	0.54	C	1,330																	



Wildwood Self Storage

ANNEXATION, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT, & REZONING

SEPTEMBER 2024

Prepared By:
LPG Urban & Regional Planners, LLC.
1162 Camp Avenue Mt. Dora, Florida 32757
(352) 385-1940

City of Wildwood
Annexation, Small Scale Comprehensive Plan Amendment & Rezoning,
Wildwood Self Storage

Executive Summary

The subject property is located on the northeast corner of CR 470 and CR 500 (Figure 1 & 2), referenced by parcel id number K09A020. The site is located at the northeast corner of EC 470 and CR 500 and consists of approximately 10 ± acres. No wetlands are present on site. The subject property is zoned as Sumter County Agricultural (AG) and has a land use designation of Sumter County Agricultural (Figures 3 & 4). The property is in the joint planning area. The property is currently occupied with 1 single family dwelling. The surrounding area is a mix of rural residential and agricultural uses. The predominate uses in the north and east are Rural residential and agricultural uses. Age Restricted Community uses are located to the south of the subject property with public institution uses to the west of the subject property.

Table 1: Surrounding Land Use

Direction	Future Land Use	Zoning	Current Use
North	Sumter County AGR (Agricultural)	Sumter County RR5C (Low Density Rural Residential with Conventional Housing)	Vacant
South	Wildwood ARD (Age Restricted Development Mixed Use)	Wildwood AG-10 (Agricultural-10)	Mixed Use Development
East	Sumter County AGR (Agricultural)	Sumter County RR5C (Low Density Rural Residential with Conventional Housing)	Single Family Residential
West	Sumter County PIE (Public/Institutional)	Sumter County A10C (General Agricultural) with Conventional Housing)	Institutional

Project Request

This project request is to amend the existing City of Wildwood Comprehensive plan to allow for the annexation of the subject property Parcel ID: K09A020. This would require a request for a Small-Scale Comprehensive Plan amendment. Changing the Future Land Use of the subject property from Sumter County Agricultural (AG) to Wildwood Commercial (COM) (Figure 5). A rezoning request is also required. This request is to change the zoning of the subject property from Sumter County Agricultural (AG) to Wildwood General Commercial (C-2) (Figure 6). The subject property is proposed for a self-storage facility consisting of 258 drive up units with an associated office used for managing the self-storage facility. The proposed self-storage buildings shall be 2 stories not to exceed 135,540 square feet. The associated self-storage office shall not exceed 1,783 square feet which is included in the total 135,540 square feet.

The proposed development will be requesting service by central water from the City of Wildwood via the connection located at the northwestern end of the subject property (Figure 7) and will utilize a septic system for wastewater. The proposed Floor Area Ratio is .31.

The proposed conceptual plan attached demonstrated compliance with required design criteria. The Site is design consistent with the Community Design District.

Flood Zone Analysis

The subject property is located within Flood Zone X outside of the 100-year flood plain and Zone AE (Elevation 84.4 Feet) (Figure 8).

Maximum Development Analysis

Table 2: Maximum Development Potential

Project Name	Acres	Existing Land Use	Existing Intensity of Development	Proposed City Land Use	Maximum Development	Proposed Development	Net Change In Development Potential
Wildwood Self Storage	10±	Sumter County Agricultural	Single Family Home (0.0742 acs.)	Wildwood Commercial (COM)	217,800 SF Maximum Commercial	135,540 SF (FAR: 0.31) Storage/Office	135,540 SF Storage/Office -Single Family Residence
TOTAL	10±						135,540 Sq ft. 31% FAR Increase

Potable Water Analysis

Policy 8.3.1.e – LEVEL OF SERVICE (LOS)

“The following adopted LOS Standards for facilities and services required by the City of Wildwood:

Sanitary Sewer: 250 gallons per day per ERU

Potable Water: 300 gallons per day per ERU”

The subject property is within the City of Wildwood Utility Service Area. The city currently owns, operates, and maintains a central potable water treatment and distribution system. The maximum pumping capacity of these facilities is limited by the City’s Water Use Permit (permit no. 8135.012) as issued by the Southwest Florida Water Management District (SWFWMD).

This permit, which expires on March 31, 2035, allows for a combined annual withdrawal from the Floridian Aquifer of 6.44 mgpd (annual average). The City has a current available capacity of 0.284 mgpd. An analysis was conducted of the proposed amendment based on land use and the City’s Level of Service (LOS) standards). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.23873 mgpd. The proposed project will not cause an undue burden upon The City of Wildwood Utility system, utilizing only one or two public restrooms which will be determined upon time of the site plan design.

Table 3: Water Analysis

Project Name	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						0.284
Wildwood Self Storage	10±	Sumter County Agricultural	Wildwood Commercial (COM)	217,800 (Commercial)	0.0219	0.2621

Water demand was calculated at 300 gallons per ERC pursuant to City's LOS standard.

Maximum Commercial –

ERU for Commercial- .334 per 1,000 SF

Wastewater Analysis

Due to capacity issues for wastewater serviceability within the City of Wildwood, the subject property will utilize an onsite septic system for wastewater. Insufficient wastewater availability was confirmed by the City of Wildwood Utility Department.

Solid Waste Analysis

The City of Wildwood's solid waste level of service is 5 lbs per day per capita. Population was estimated based on number of anticipated employees to be no greater than 73 x 1.99 pph which equates to 145. The proposed amendment is estimated to generate 726 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Impact Analysis

The subject property is currently developed with a single residential unit. An environmental assessment is provided, prepared by ECS Florida, LLC, dated August 19, 2024. The project site was reviewed to determine the geological features of the landscape to identify the vegetative communities that occur within the project boundary, and to determine the occurrence of threatened and endangered flora and fauna within the project boundary. The project site is within the Central Valley Geologic Province has an elevation of 84.73'. Soils within the project site include Millhopper (85%) and Myakka (15%)(Figure 9).

On August 13, 2024, the subject property was surveyed for the presence of flora and fauna protected by county, state, and federal government agencies as well as any protected wetland habitats. Targeted fauna species included the gopher tortoise, eastern indigo snake, blue-tailed mole skink and commensal species, as well as the Florida Scrub Jay and Everglade Snail Kite. A permit is required for any site preparation activity conducted as a precursor to development that disturbs vegetation or the ground which impacts gopher tortoises or their burrows at the time of or as a result of development. To conduct these activities without a permit is a violation of Rule 68A27.003, F.A.C.

Potential gopher tortoise (*Gopherus polyphemus*) habitat was noted at various locations throughout the site. ECS observed one potentially occupied gopher tortoise burrow along the eastern boundary of the site. A more detailed survey will be required by FWC during the regulatory permitting review cycle as the habitat is suitable for this species and burrows located

on-site. It is recommended that a 100% survey be conducted prior to the initiation of any construction activities.

The Eastern indigo snake (*Drymarchon couperi*) is considered to have a commensal relationship with gopher tortoises, utilizing gopher tortoise burrows as nesting spots. Due to the potential gopher tortoise habitat located on the site, potential Eastern indigo snake habitat is also considered to be present on the site. The site is located within the USFWS Florida Sand Skink (*Neoseps reynoldsi*) and blue-tailed mole skink (*Plestiodon egregius*) Consultation Area. No skinks or suspected skink tracks were directly observed on the site at the time of this survey.

No threatened or endangered amphibian species or their habitats were encountered during the time of the survey. No Florida Scrub jays were observed on the subject property. No Everglade Snail Kites were observed on the subject property.

No protected plant species were identified on the subject property. Areas classified as wetland/surface waters were not observed within, or immediately adjacent to, the subject property.

Transportation Impact Analysis

A trip generation analysis was conducted on the amendment utilizing the 11th Edition of ITE and is provided as part of the traffic methodology.

Table 4 Existing Trip Generation

ITE Code	Description	Units	Daily		AM Peak Hours				PM Peak Hours			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
210	Single Family	1 Unit	-	9	-	-	-	-	-	1	1	0

Table 5 Proposed Trip Generation

ITE Code	Description	Units	Daily		AM Peak Hours				PM Peak Hours			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
151	Mini-Warehouse (Self-Storage)*	258 Units	17.27	45	1.21	3	2	1	1.68	4	2	2

Source: Trip generation analysis is based on ITE Trip Generation Manual, 11th Edition Regression Equation used to calculate rates when R² is greater than 0.75. The value 2.58 Units under column "Number (100s)" means 258 storage units.

*Mini-Warehouse (Self-Storage) includes an associated office for managing the facility.

Table 6 Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

ITE Code	Description	Units	Daily		AM Peak Hours				PM Peak Hours			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
210	Single Family	1	-	9	-	-	-	-	-	1	1	0
151	Mini-Warehouse (Self-Storage)	258 Units	17.27	45	1.21	3	2	1	1.68	4	2	2
Total Net Trips (Proposed - Existing)			-	36	-	3	2	1	-	3	1	2

Comprehensive Plan Compliance

The proposed amendment is in compliance with the following land use policies, among others of the City of Wildwood Comprehensive Plan. The amendment will also further the City's goals in meeting projected commercial needs.

Policy 1.1: Future Land Use Map-Commercial The City shall maintain regulations for land use categories and the Future Land Use (FLU) Map (FLUM) Series in order to effectively manage the allocation of land uses through the planning horizon of 2050.

Response: The proposed land use is Commercial, which allows a Floor Area Ratio (FAR) of 0.5. The proposed concept proposes a FAR of 0.31.

Policy 1.2: Sustainable Growth - The City shall strive to create a sustainable community by discouraging the proliferation of urban sprawl, promoting the efficient utilization of public infrastructure, services, and utilities, and implementing a compact land use pattern.

Response: The proposed conceptual site (Figure 10) will not cause an undue burden upon the City of Wildwood's wastewater systems since it will be utilizing a septic system for the one or two restrooms that will be on the property as determined in the site planning process. The proposed project water needs will have a minor impact on the potable water systems, as the proposed use will require one or two restrooms for the office use.

Policy 1.2.5: Joint Planning Area - The City shall maintain a Joint Planning Area (JPA) between the City of Wildwood and Sumter County to combat urban sprawl, provide an energy efficient land use pattern, and to manage growth in an environmentally sensitive manner that protects rural areas of the County. The JPA shall also serve as the Municipal Service Area (MSA), as defined in Section 171.202, F.S.

Response: The subject property is located in the JPA. The proposed development of this site is consistent with the commercial designation of this property on the JPA map (Figure 11).

Policy 1.2.7: Annexation - Upon annexation of properties within the JPA, the City shall amend the FLUM to include the annexed property. If the proposed future land use of the annexed property is consistent with the future land use category depicted on the JPA Map, the amendment shall be processed as a small-scale future land use map amendment pursuant to Section 171.204(2), Florida Statutes. The underlying County future land use shall remain in full force and effect until such time as the annexation and related FLUM amendment are effective.

Response: The request to annex the property is consistent with the JPA map. The companion small scale comprehensive future land use map and rezoning to a commercial designation is consistent with this policy and the JPA map.

Policy 1.3: Resource Stewardship - The City shall preserve, protect, and enhance its significant environmental resources and cultural heritage.

Response: The subject property does not have any cultural significance or previously recorded resources per the Florida Department of State Historical Resources Department. There are no documented historical or archaeological resources located on the subject property. An email from the FL Historical Resources Department verifying that no resources were found in the Florida Master File is included in the submittal package.

Policy 1.3.2: The City shall prohibit the installation of new septic tanks within all new residential, commercial, and industrial projects within the City where wastewater is available and coordinate with the County to encourage the limitation of septic tank permits in unincorporated areas adjacent to the Wildwood USA.

Response: The subject property will utilize a septic system. The subject property does not have wastewater availability as confirmed by the City of Wildwood. (see attached email confirmation)

Policy 1.3.5: The City shall strive to identify its significant cultural (e.g., historical, archaeological, architectural) resources.

Response: The subject property does not have any cultural significance or previously recorded resources per the Florida Department of State Historical Resources Department. There are no significant historical or archaeological resources on the subject property.

Policy 1.3.4. The City shall encourage all new development and redevelopment projects to:
a. Implement green infrastructure and building practices b. Respect natural topographies c. Reduce building footprints and impervious surface areas to the maximum extent feasible d. Locate development away from environmentally sensitive areas e. Preserve natural habitats and ecosystems f. Provide for onsite stormwater management facilities using low intensity development (LID) techniques and methods g. Employ energy, water, and waste conservation measures h. Preserve open space and natural lands.

Response: The subject property has no environmentally sensitive areas; in addition, a significant portion of the site will remain open at this time. A minimum 20 percent of the site shall be reserved for open space. Additionally, the subject property is located in the Community Design District and landscape buffers between 15-25 feet shall be required.

Policy 5.7: Wetlands - The City shall protect wetlands and their natural function.

Response: The subject property does not have any wetlands located within it, as demonstrated in the attached environmental assessment within submittal package.

Rezoning Justification

Rezoning requirements-When pertaining to the rezoning of land, a report and recommendations shall show that the Board has studied and considered the proposed amendment in relation to the following, where applicable:

(a) Whether the proposed change is consistent with the comprehensive plan; City of Wildwood Land Development Regulations 3-3

Response: The Comprehensive Plan Compliance analysis in this report demonstrates that the proposed rezoning is consistent with the City Comprehensive Plan. More specifically the proposed C-2 zoning is consistent with the Subject Property location in the joint planning area.

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

Response: The joint planning area targets this property for commercial use. In addition, the properties to the east along CR-470 are also in the JPA and designated for commercial use. Buffers will be provided between the proposed use to further separate the self-storage facility from the adjacent parcels that are zoned residential. This area was planned for annexation and designated for commercial use.

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

Response: There will be little impact upon public facilities as noted by the level of service analysis provided in this report. A septic system will be used to meet the sanitary sewer needs and the potable water estimated daily usage will be 46 gallons per day. The City of Wildwood will not experience a change to its wastewater system, due to the conceptual project utilizing a septic system. Schools will not be affected, due to the nature of the proposed project being a commercial self-storage facility. The traffic impacts will be limited as the daily proposed trip is not estimated to exceed 45 trips.

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

Response: The change in the condition that warrants this rezoning is that when the JPA was contemplated the use established for this property was commercial in nature. The applicant is requesting an annexation and a future land use amendment and rezoning consistent with the intention of the JPA.

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

Response: The proposed use for the site is a self-storage facility and associated office space. The projected daily trips for the 258 storage units and associated office are 45 trips. The impact of the proposed traffic is not significant given that the project site is 10 acres and up to 5 acres

of the site could be developed with commercial square footage. The current request will generate a small traffic impact.

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

Response: The proposed concept will utilize setbacks and landscape buffering per city requirements to not interfere with or provide a deterrent to the improvement or development of adjacent properties

Figure 1. Location

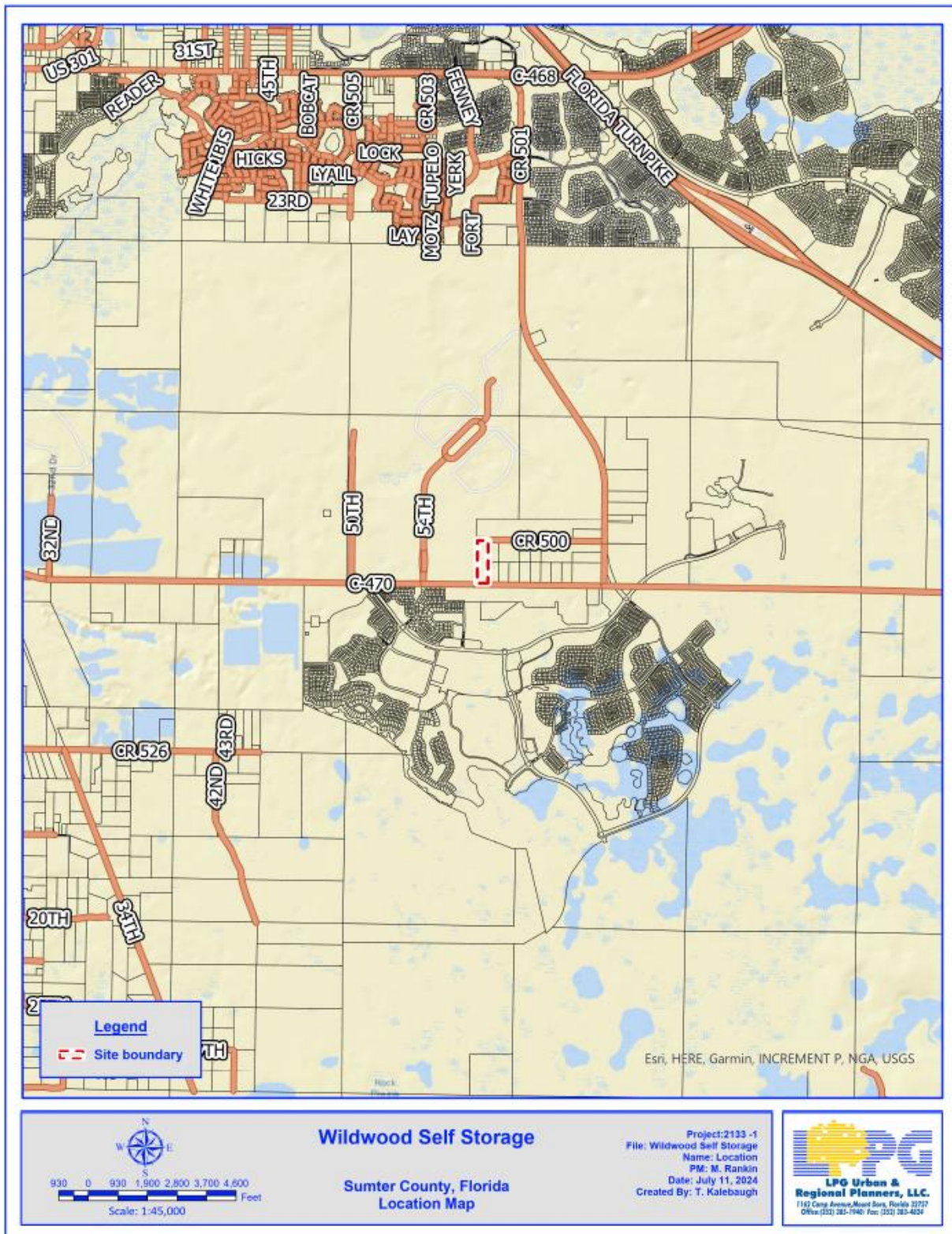


Figure 2. Aerial



Figure 3. Existing Zoning

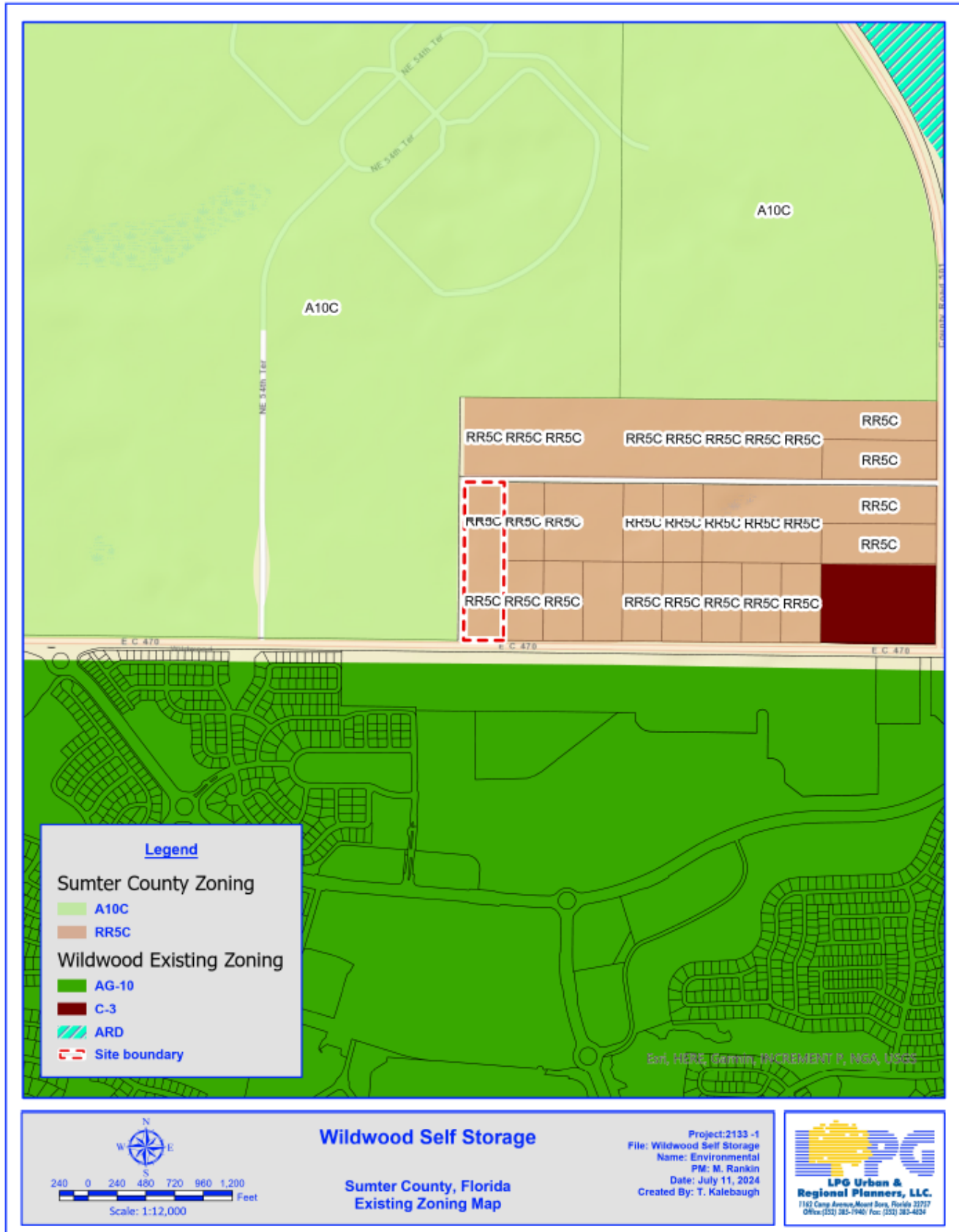


Figure 4. Existing Future Land Use

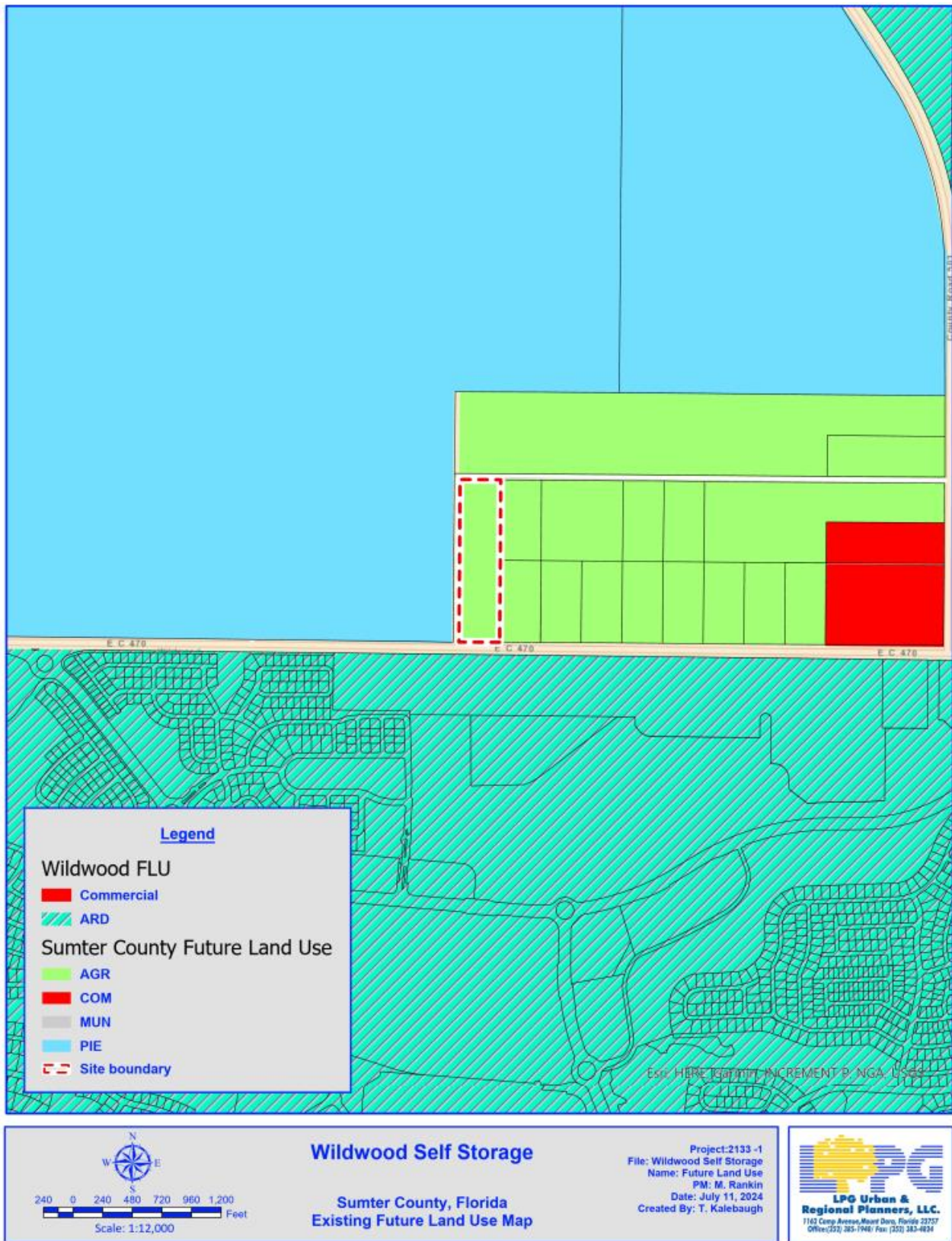


Figure 5. Proposed Future Land Use

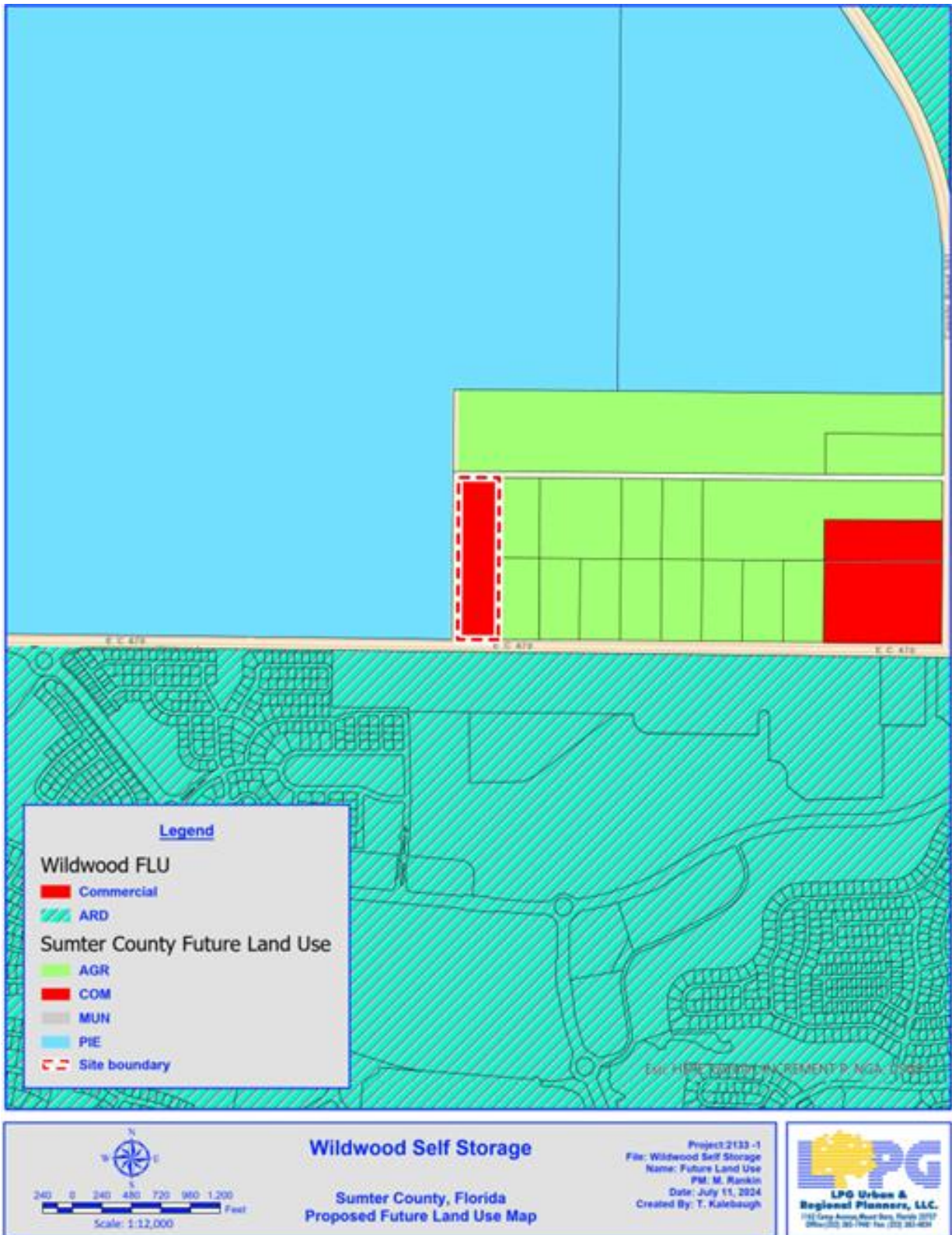


Figure 6. Proposed Zoning

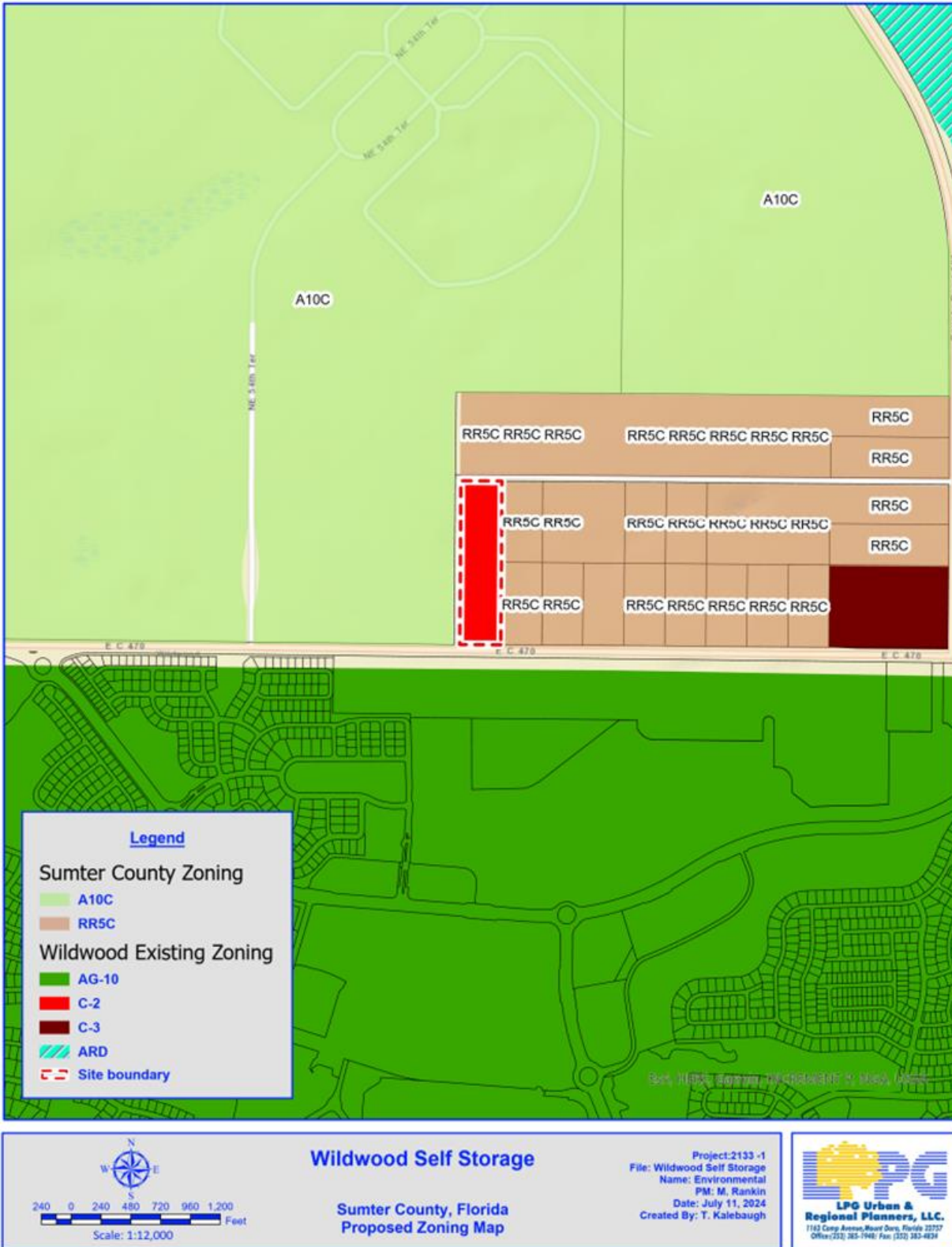


Figure 7. Wastewater availability / Water connection Location



Figure 8. Floodplain Map

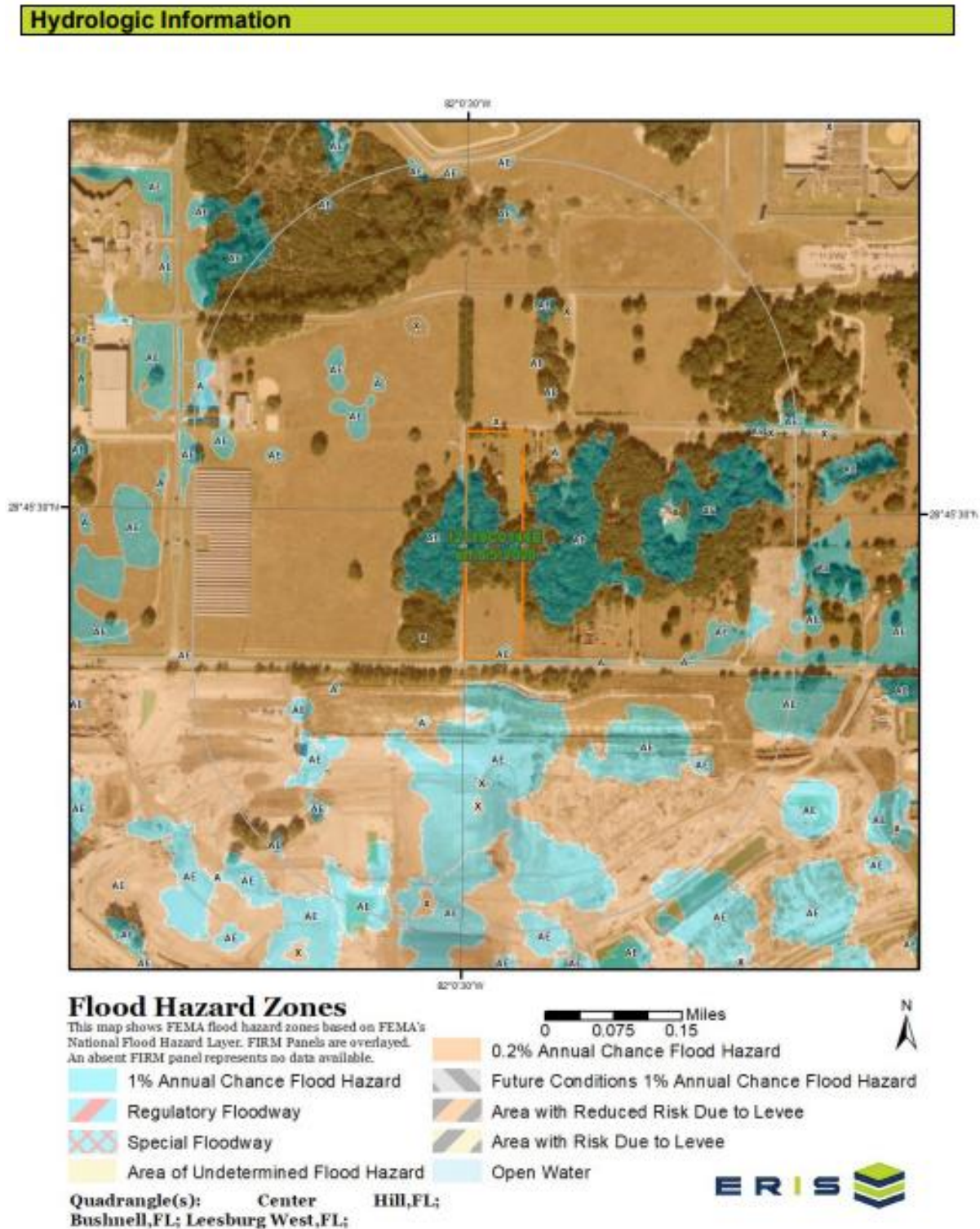
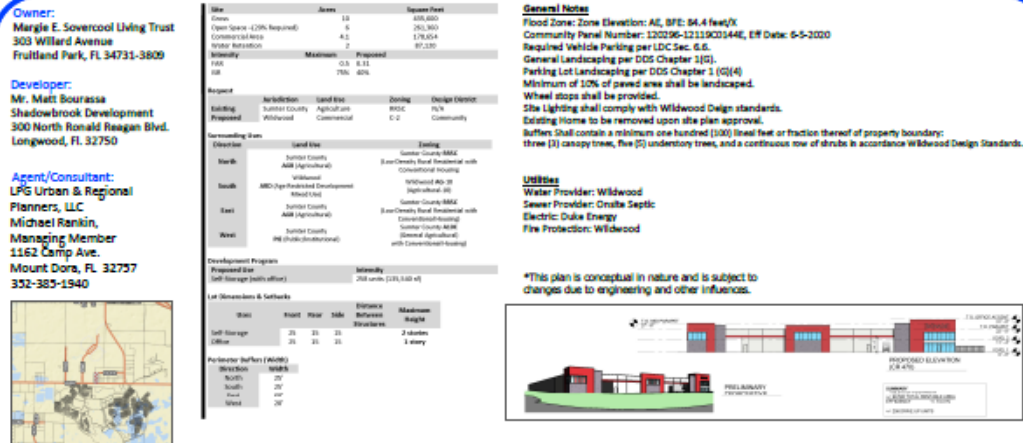


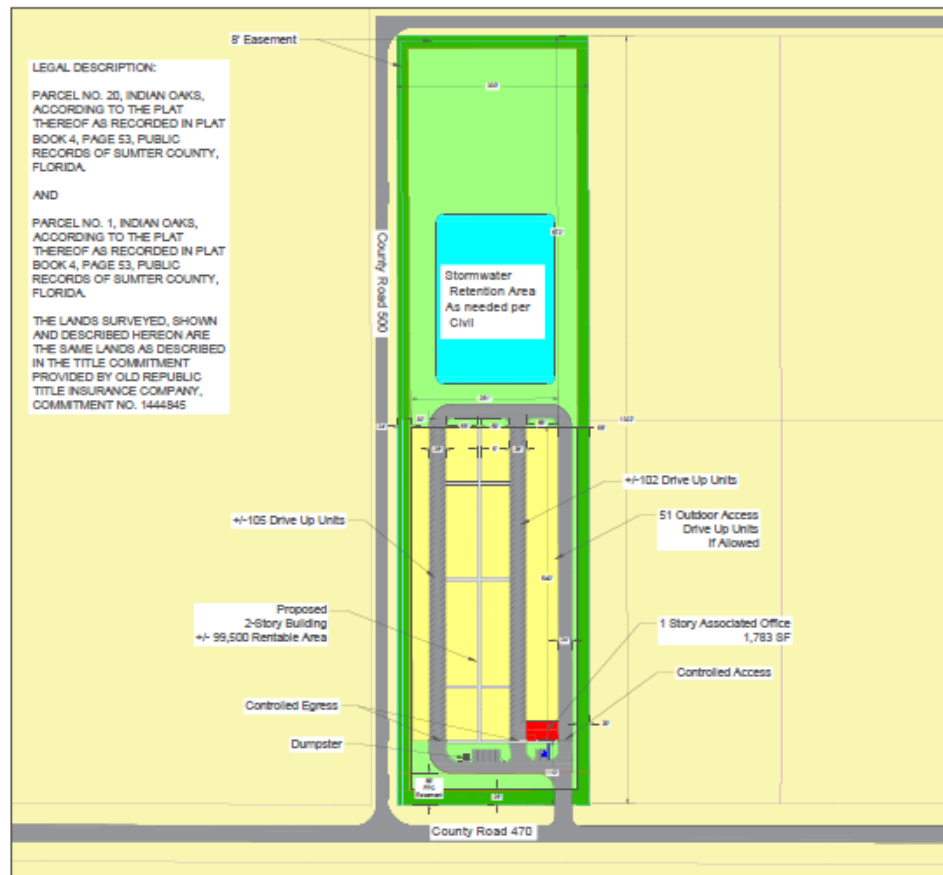
Figure 9. Soils



Figure 10. Conceptual Plan



Location

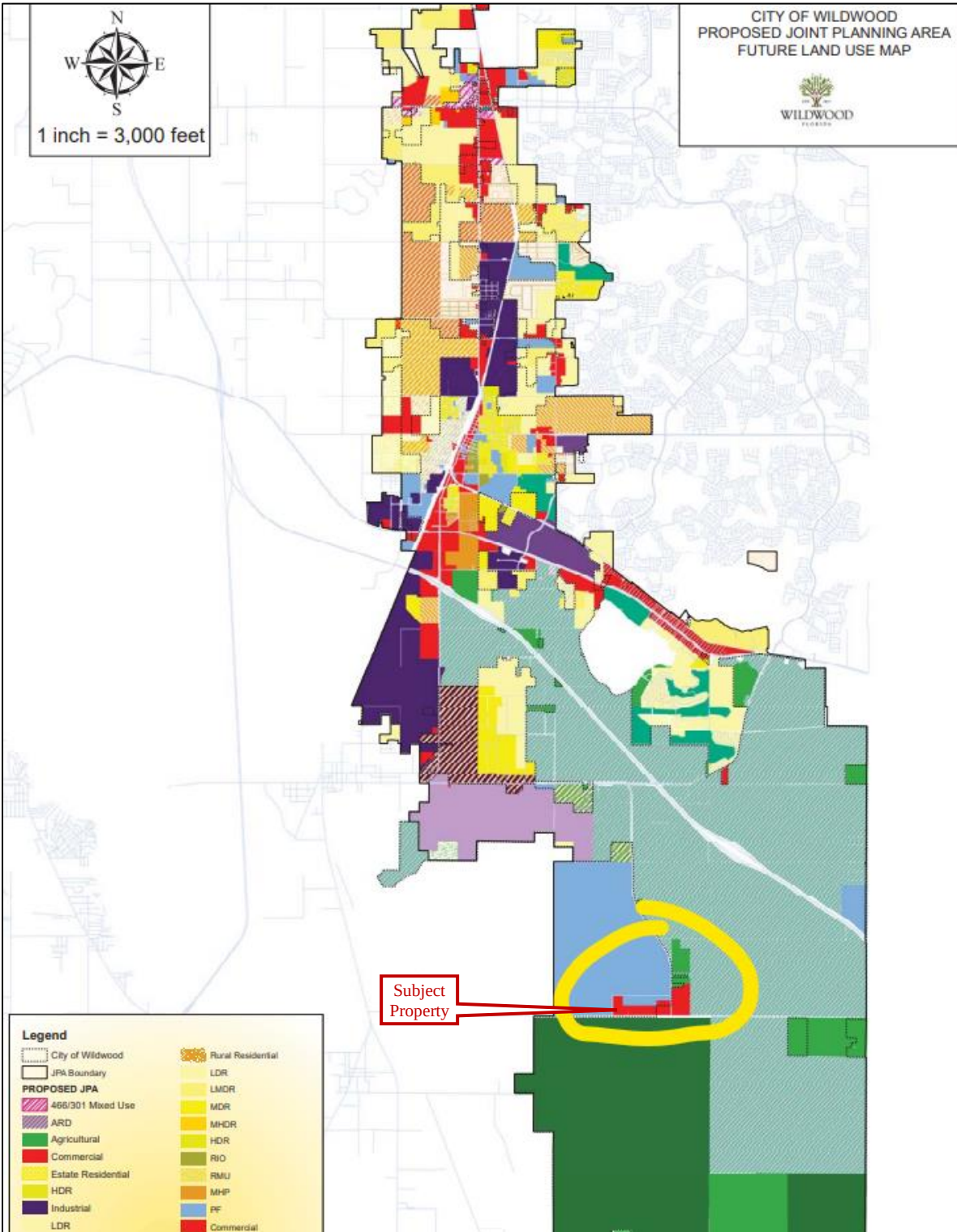


Wildwood Self-Storage

Conceptual Plan
Wildwood FL



Figure 11. JPA / Commercial Classification (Location Circled)



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

The case below was heard on Tuesday, November 5, 2024, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Agricultural (Sumter County) to Commercial (City) on 10.02 acres MOL. The subject property is generally located at the Northeast corner of the intersection of CR 500 and E C 470.

Case Number: CP 2409-001 Indian Oaks Self Storage

Applicant(s): LPG Urban & Regional Planners, LLC

Owner(s): JUDY R. SNELL and PAMELA A. HANDARD, as Co-Trustees of the MARGIE E. SOVERCOOL LIVING TRUST AGREEMENT DATED JUNE 26, 2019

Parcel(s): K09A020

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

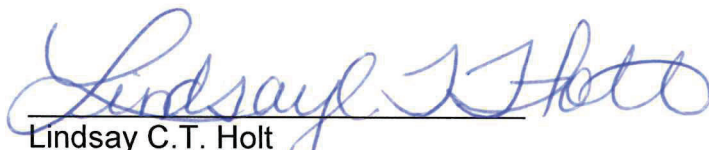
Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate

☒ recommends approval.

☐ recommends approval with the following conditions:

☐ recommends denial.

Dated: November 5, 2024


Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: **RZ 2410-001 Greatest American Hero**

REQUESTED ACTION: The Special Magistrate recommends approval with the condition that the applicant constructs one (1) single-family residence.

CONTRACT:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2410-001 Greatest American Hero
Ordinance #	O2024-70
Applicant	Joseph C Martelli
Owners	Joseph Martelli
Property Location	The subject property is generally located approximately 740 feet from the intersection of CR 214 and CR 209.
Parcel Number(s)	D19-067
Date	November 26, 2024

The applicant is seeking approval from the City Commission for a Zoning Map Amendment to change the zoning district from RR5C (County) to R-1 (City) for the parcel listed above on 5 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2410-001 (O2024-69).

ANALYSIS:

The applicant is proposing a single-family home for residential use.

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

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

The proposed rezoning to R-1 is consistent with the proposed Future Land Use Map designation of Low Density Residential and the intent of the Comprehensive Plan as stated in FLU Policy 1.2.7.

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

The land use pattern of the surrounding area is residential and agricultural. The proposed R-1 zoning designation will serve as a transition in this area to serve city residents and provide different housing.

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

Schools: The single-family home will generate 0.328 school-aged children with the maximum school-aged kids to be 6.65.

Potable Water & Sewer: The subject property is located within 1,000 feet of utilities; however, the project has received a temporary waiver of exemption from the utility connection requirement outlined in Chapter 19 of the Code of Ordinances.

Streets: The property has access off of County Road 209. The applicant has applied for an exemption for the TIA submittal, which was granted by Sumter County Public Works, due to the site producing less than 50 trips per day.

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

Justification has been presented to the city to support the proposed development, highlighting that the subject parcel is located within the City's Joint Planning Area with Sumter County. The rezoning is necessary to accommodate the proposed use of the property, as the applicant intends to develop a single-family home, and to bring the property into compliance with the proposed Future Land Use designation.

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

For a single-family residence, it's expected up to 10 daily trips which does not warrant a TIA.

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

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Surrounding properties are permitted to develop in accordance with their zoning map designation.

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	RR5C (County)
SOUTH	A10C (County)
EAST	A10C (County)
WEST	CR 209 / RR1C (County)

If the rezoning is approved, the applicant will be required to submit a site plan to the city prior to development. The site plan will need to follow requirements established in the City's Land Development Regulations and the Design District Standards as well as any Planned Development Agreements or Developer's Agreements that may be needed.

The applicant seeks approval from the City Commission for Ordinance O2024-70, subject to the approval of O2024-69, which establishes a future land use appropriate for

the proposed zoning.

A handwritten signature in black ink, appearing to read 'MP' followed by a stylized flourish.

McKenna Page
Planner I, Development Services

ORDINANCE NO. O2024-70

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

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

Parcel D19-067

**Joseph C. Martelli, as a Trustee of the Joseph C. Martelli Revocable Trust dated
January 27, 2023**
5 +/-

LEGAL DESCRIPTION:

A PORTION OF THE NW ¼ OF THE NW ¼ OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of the Northwest ¼ section 19, Township 18 South, Range 23 East, Sumter County, Florida, as a point of reference; thence run South 00 degrees 08 minutes 43 seconds West along the West line of the Northwest ¼ of said Section 19, a distance of 748.00 feet to the Point of Beginning of this description: 1) thence run South 89 degrees 44 minutes and 32 seconds East a distance of 439.42 feet: 2) thence run North 00 degrees 08 minutes 43 seconds East a distance of 417.42 feet to the North line of the Southwest ¼ of the Northwest ¼ of the Northwest ¼ of said Section 19: 3) thence run South 89 degrees 44 minutes 32 seconds East along said North line and an extension thereof, a distance of 269.76 feet, to the East line of the West 709.18 feet of the Northwest ¼ of the Northwest ¼ of said Section 19; 4) thence run South 00 degrees 08 minutes 43 seconds West along the East line of West 709.18 feet of the Northwest ¼ of the Northwest ¼, a distance of 565.75 feet; 5) thence run North 89 degrees 44 minutes 32 seconds West a distance of 709.18 feet to the West line of the Northwest ¼ of said Section 19; 6) thence run North 00 degrees 08 minutes 43 seconds East along the said West line of the Northwest ¼, a distance of 148.33 feet to close, LESS subsurface rights.

This property is to be reclassified from RR5C (Sumter County) to R-1 (City)

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

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

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

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

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

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

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

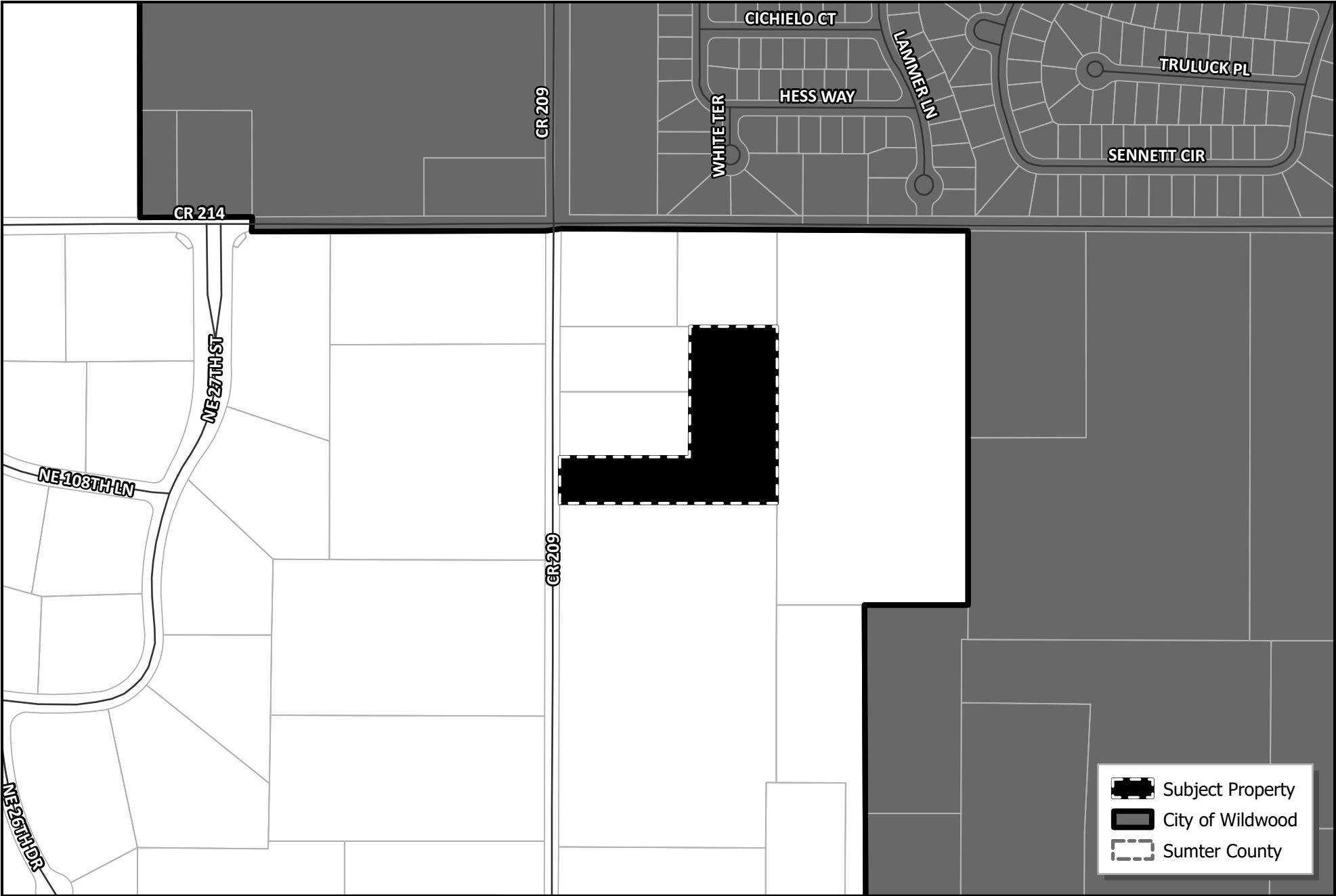
ATTEST: _____
Jessica Barnes, City Clerk

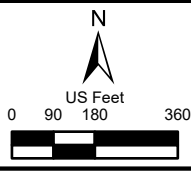
First Reading: _____

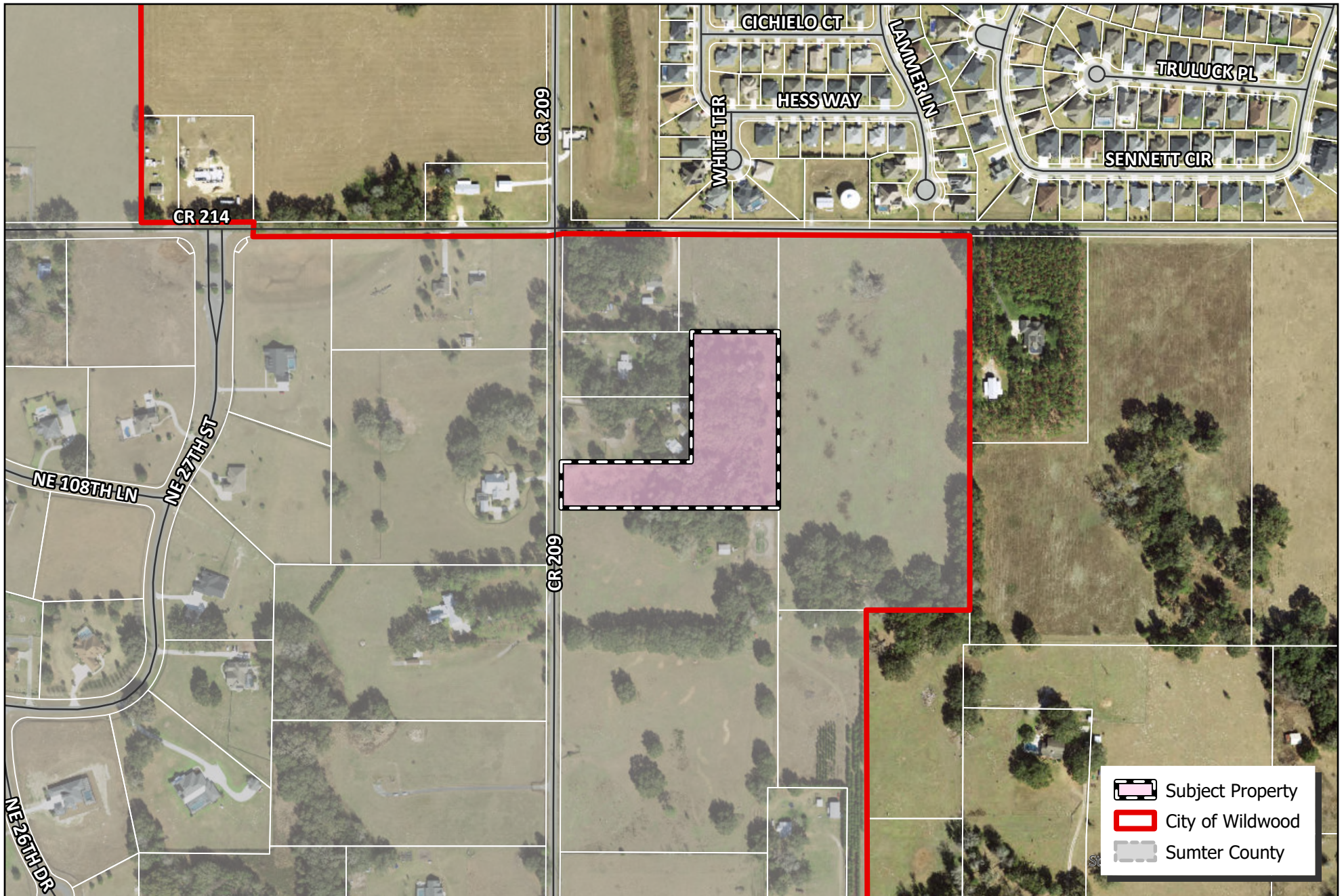
Second Reading: _____

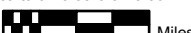
Approved as to form:

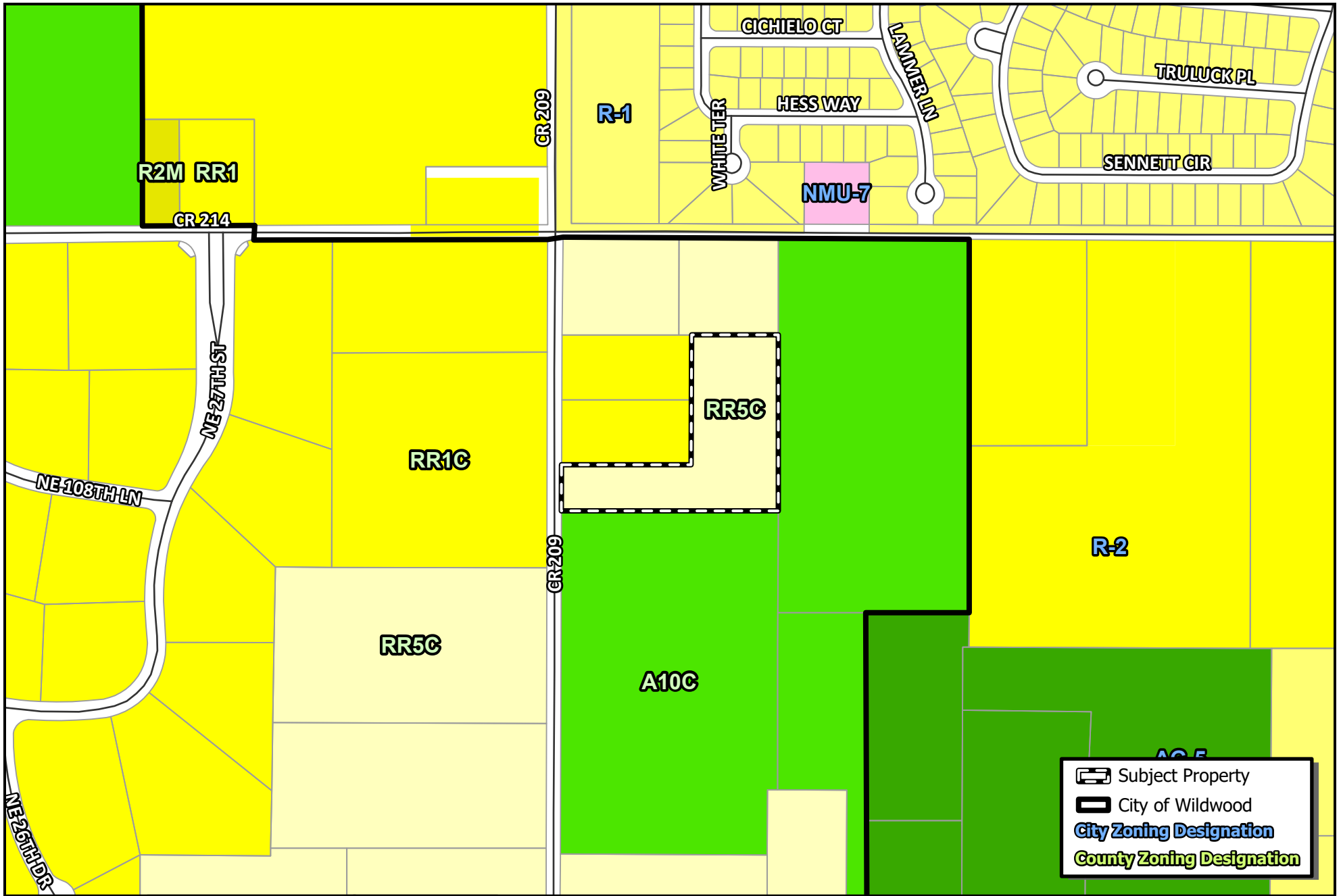
City Attorney

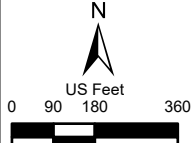


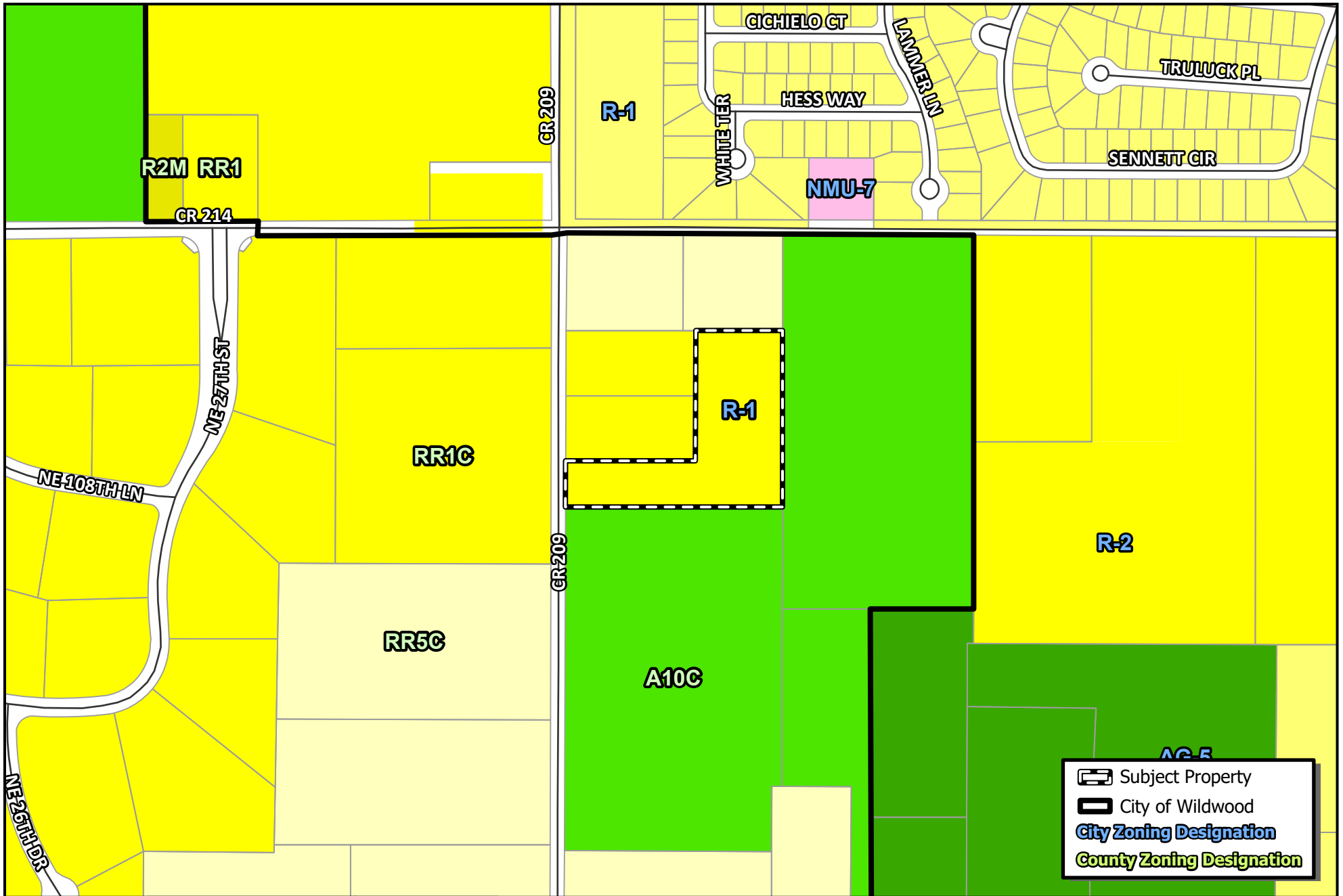
 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 90 180 360	RZ 2410-001 GREATEST AMERICAN HERO PARCEL D19-067	MAP 1A LOCATION MAP OCT 2024

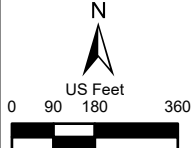


 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	N 0.00 0.01 0.03 0.04 0.06 Miles 	RZ 2410-001 GREATEST AMERICAN HERO PARCEL D19-067	MAP 1B LOCATION MAP OCT 2024
---	--	--	---	--



 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 US Feet 0 90 180 360	RZ 2410-001 GREATEST AMERICAN HERO PARCEL D19-067		MAP 3A
				EXISTING ZONING
				OCT 2024



 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 90 180 360	RZ 2410-001 GREATEST AMERICAN HERO PARCEL D19-067		MAP 3B
		PROPOSED ZONING		OCT 2024



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Wildwood website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: O2024-70

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, a business impact estimate is not required by state law¹ for the proposed ordinance. This 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.

¹ See Section 166.041(4)(c), Florida Statutes.

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

The case below was heard on Tuesday, November 5, 2024, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from RR5C (Sumter County) to R-1 (City) on 5 acres MOL. The subject property is generally located approximately 740 feet from the intersection of CR 214 and CR 209.

Case Number: RZ 2410-001 Greatest American Hero

Applicant(s): Joseph C Martelli, as trustee of the Joseph C. Martelli Revocable Trust Dated January 27, 2023

Owner(s): Joseph C Martelli (TTEE)

Parcel(s): D19-067

Under Land Development Regulation (LDR) § 1.7(B)(2), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed Zoning Map amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 3.3(C)(4), the Special Magistrate

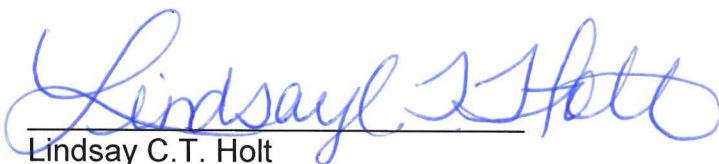
☐ recommends approval.

☒ recommends approval with the following conditions:

*only one (1)
single family residence*

☐ recommends denial.

Dated: November 5, 2024



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: **RZ 2409-001 Indian Oaks Self Storage**

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER	2409-001
ORDINANCE NUMBER	O2024-77
APPLICANTS	LPG Urban and Regional Planners, LLC
OWNER	JUDY R. SNELL and PAMELA A. HANDARD, as Co-Trustees of the MARGIE E. SOVERCOOL LIVING TRUST AGREEMENT DATED JUNE 26, 2019
PROPERTY LOCATION	The property is generally located at the northeast corner at the intersection of CR 500 and E C 470, 227 CR 500.
PARCEL NUMBER	K09A020
DATE	November 26, 2024

The applicant seeks approval from the City Commission for a Zoning Map amendment to change the zoning district from RR5C (County) to C-2 (City) for the parcel listed above on 10.02 acres MOL. This request is accompanied by small-scale comprehensive plan amendment request CP 2409-001 (O2024-76).

ANALYSIS: The applicant is proposing the rezoning to accommodate a multi-story self-storage facility that will consist of 258 storage units and an office space.

Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), the applicant believes the zoning change to C-2 should be granted based on the following criteria:

(a) Whether the proposed change is consistent with the comprehensive plan;
The proposed rezoning to C-2 is consistent with the proposed Future Land Use Map designation of Commercial (COM) and the intent of the Comprehensive Plan as stated in FLU

Policy 1.2.8. The Comprehensive Plan Compliance analysis in this report demonstrates that the proposed rezoning is consistent with the City Comprehensive Plan. More specifically, the proposed C-2 zoning is consistent with the subject property location in the joint planning area and a companion conditional use application is provided to demonstrate consistency of the self-storage use with the surrounding planned uses in the area.

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

The land use pattern of the surrounding area includes agricultural and commercial land uses. The proposed C-2 zoning designation will serve as a transition in this area to serve city residents. Additionally, there are other properties zoned C-3 in the near vicinity of the subject parcel. The Joint Planning Area Future Land Use is commercial. Additionally, the properties to the east along CR-470 are also in the JPA and designated for commercial use. Buffers will be provided between the proposed use to further separate the self-storage facility from the adjacent parcels that are zoned residential. This area was planned for annexation and designated for commercial use.

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

Schools: The commercial development will not generate any school-year-aged children.

Potable Water & Sewer: The subject property is within the City of Wildwood Utility Service Area. Utilities are not available to the property. However, the applicant proposes to extend water lines to service the proposed development. It has been determined that connection to city wastewater service is not feasible at this time. Therefore, the developer will utilize an onsite septic system at this time. The applicant will be connecting to water lines located at the intersection of CR 500 and Marsh Bend Trail. Policy 4.2.3., "The City shall ensure that adequate wastewater supplies and facilities are available to serve new development no later than the date on which the City anticipates issuing a certificate of occupancy."

Streets: The applicant has submitted a traffic statement from Traffic and Mobility Consultants dated July 10, 2024. Full access to the property is proposed from the south on E C 470. The traffic impact analysis exemption report has been accepted by Sumter County Public Works and shows 3 a.m. peak hour trips, 4 p.m. peak hour trips and 45 daily trips from the proposed mini-warehouse self-storage development.

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

Development pressure has been increasing in the city as a result of the growth of The Villages®. The applicant states that the change in the condition that warrants this rezoning is that when the JPA was contemplated the use established for this property was commercial in nature. The applicant is requesting an annexation and a future land use amendment and rezoning consistent with the intention of the JPA.

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

The applicant has submitted a traffic statement from Traffic and Mobility Consultants dated July 10, 2024. The traffic impact analysis exemption report has been accepted by Sumter County Public Works. The proposed use for the site is a self-storage facility and associated office space. The projected daily trips for the 258 units are 45 trips. The impact of the

proposed traffic is not significant given that the project site is 10 acres and up to 5 acres of the site could be developed with commercial square footage. The current request will generate a small traffic impact.

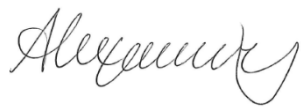
(f) Whether the proposed change will be a deterrent to the improvement or development of adjacent property;

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Surrounding properties are permitted to develop in accordance with their zoning map designation.

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	RR5C (County)
SOUTH	ARD (City)/ ROW E C 470
EAST	RR5C (County) & C-3 (City)
WEST	A10C (County)

If the rezoning is approved, the applicant will be required to submit a site plan to the City prior to development. The site plan will need to follow requirements established in the City's Land Development Regulations and the Design District Standards as well as any Planned Development Agreements or Developer's Agreements that may be needed.

The applicant is seeking approval from the City Commission for Ordinance O2024-77, subject to the approval of O2024-76, which establishes a future land use appropriate for the proposed zoning.



Alex Lammers
Planner I, Development Services

ORDINANCE NO. O2024-77

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

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

Parcel K09A020
JUDY R. SNELL and PAMELA A. HANDARD, as Co-Trustees of the MARGIE E.
SOVERCOOL LIVING TRUST AGREEMENT DATED JUNE 26, 2019
Acres +/- 10.02

LEGAL DESCRIPTION:

PARCEL NO. 20, INDIAN OAKS, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 4, PAGE 53, PUBLIC RECORDS OF SUMTER COUNTY,
FLORIDA.

AND

PARCEL NO. 1, INDIAN OAKS, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 4, PAGE 53, PUBLIC RECORDS OF SUMTER COUNTY,
FLORIDA.

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME
LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY OLD
REPUBLIC TITLE INSURANCE COMPANY, COMMITMENT NO. 1444845

This property is to be reclassified from RR5C (County) to C-2(City)

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

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

SECTION 1. The Official Zoning Map of the City of Wildwood, Florida is hereby

amended to include the above-referenced property as indicated above. The amendment to the Official Zoning Map is attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

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

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

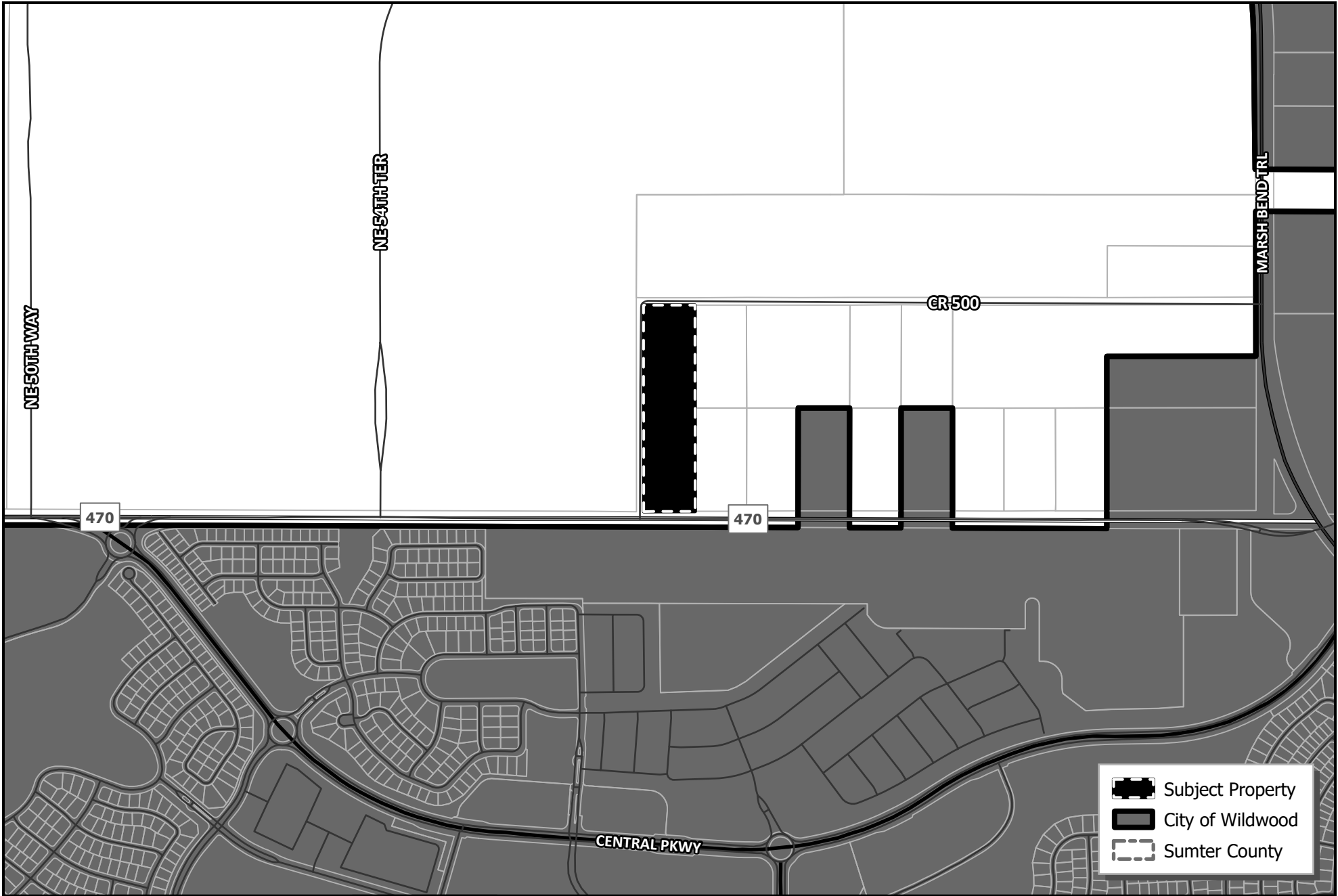
ATTEST: _____
Jessica Barnes, City Clerk

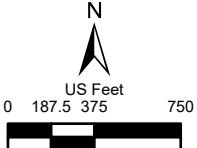
First Reading: _____

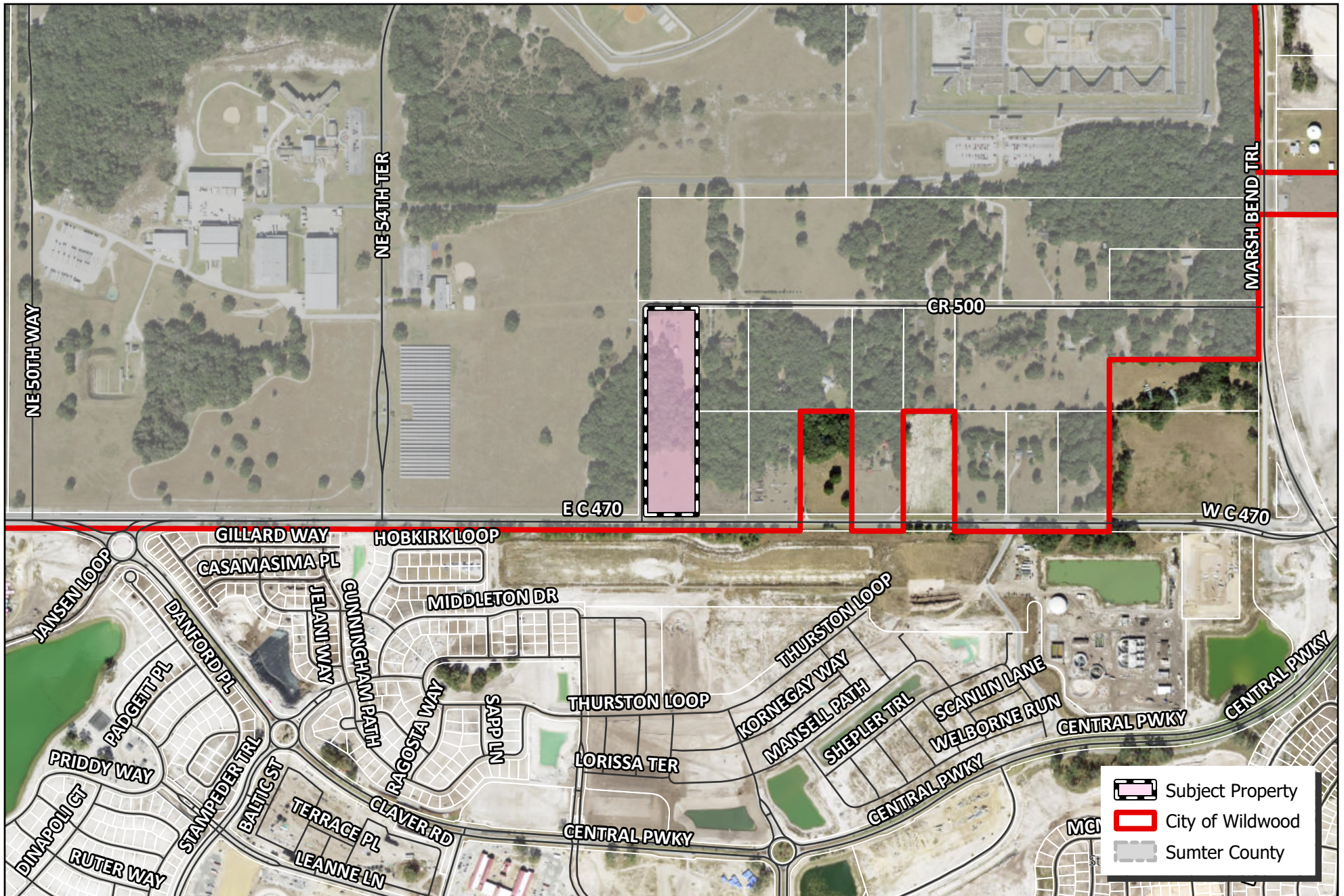
Second Reading: _____

Approved as to form:

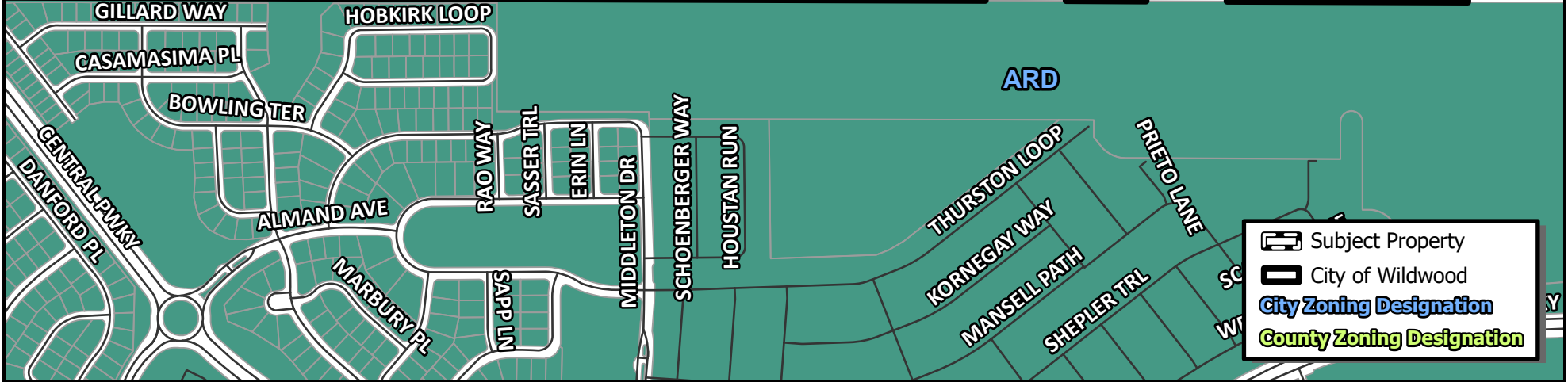
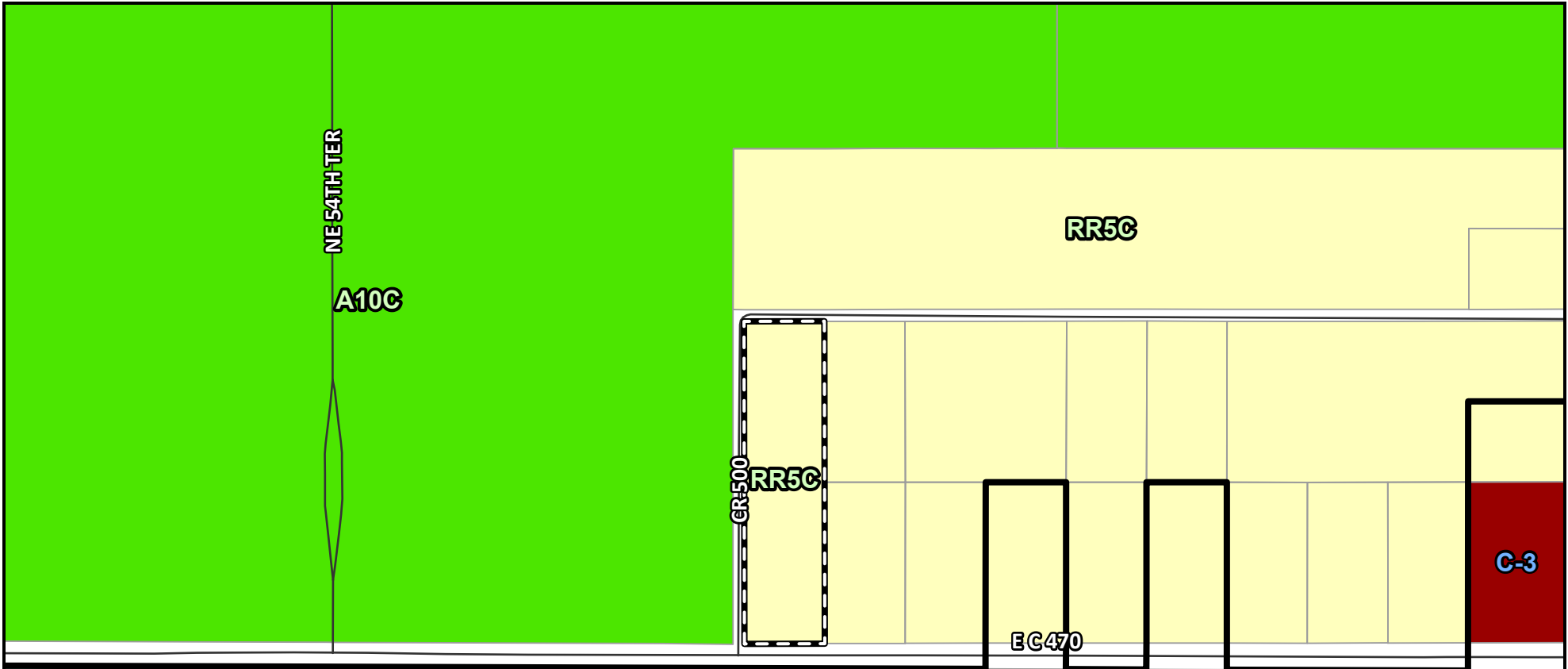
City Attorney

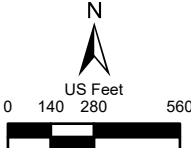


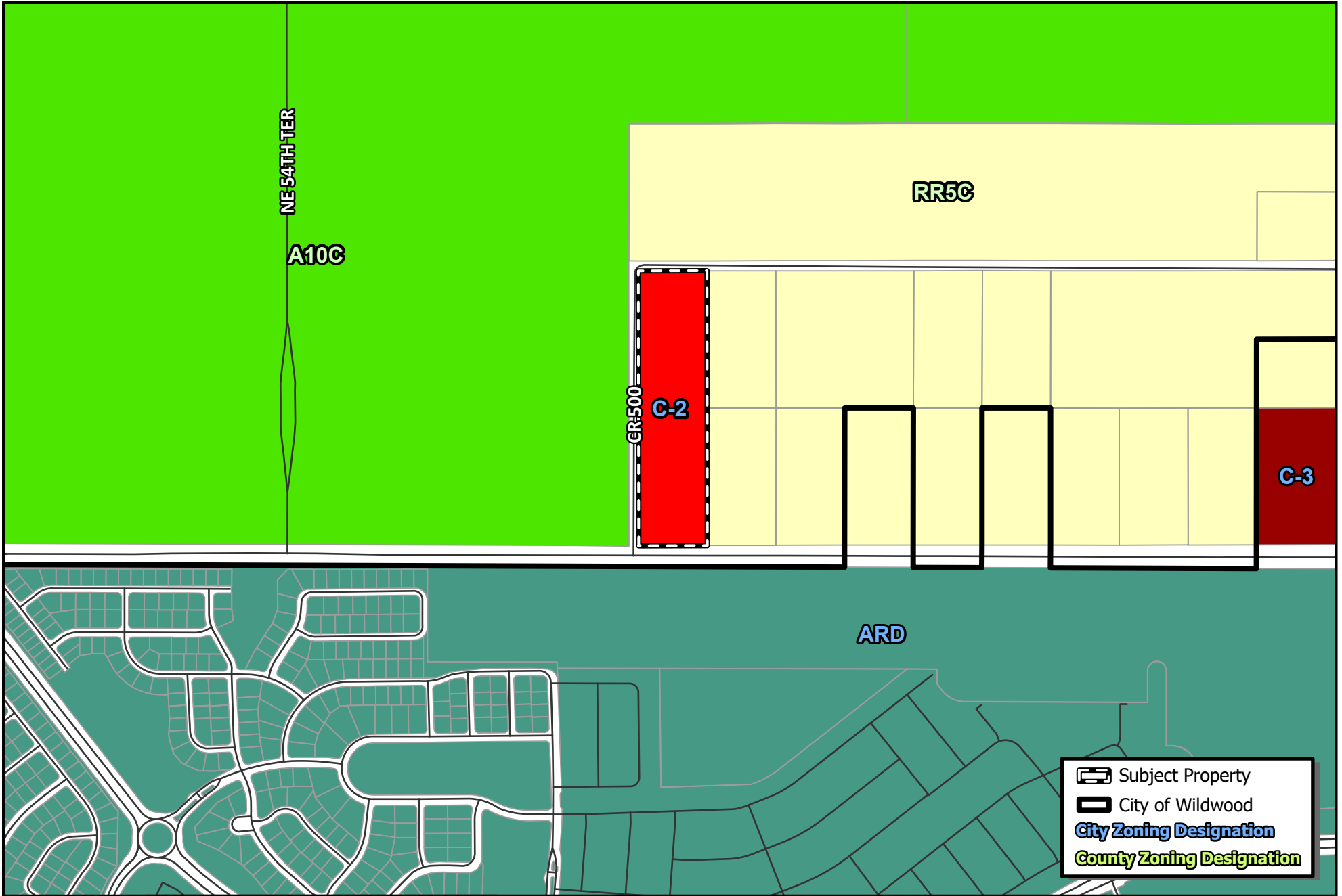
 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 187.5 375 750	RZ 2409-001	MAP 1A
		INDIAN OAKS SELF STORAGE	LOCATION MAP
		PARCEL K09A020	OCT 2024

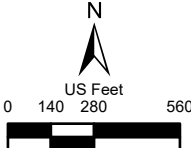


 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N 0.00 0.03 0.06 0.09 0.12 Miles	RZ 2409-001 INDIAN OAKS SELF STORAGE PARCEL K09A020	MAP 1B
			LOCATION
			MAP
			OCT 2024



 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 US Feet 0 140 280 560	RZ 2409-001 INDIAN OAKS SELF STORAGE PARCEL K09A020	MAP 3A
			EXISTING ZONING
			OCT 2024



 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 US Feet 0 140 280 560	RZ 2409-001 INDIAN OAKS SELF STORAGE PARCEL K09A020	MAP 3B
			PROPOSED ZONING
			OCT 2024



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Wildwood website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: O2024-77

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, a business impact estimate is not required by state law¹ for the proposed ordinance. This 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.

¹ See Section 166.041(4)(c), Florida Statutes.



Wildwood Self Storage

ANNEXATION, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT, & REZONING

SEPTEMBER 2024

Prepared By:
LPG Urban & Regional Planners, LLC.
1162 Camp Avenue Mt. Dora, Florida 32757
(352) 385-1940

City of Wildwood
Annexation, Small Scale Comprehensive Plan Amendment & Rezoning,
Wildwood Self Storage

Executive Summary

The subject property is located on the northeast corner of CR 470 and CR 500 (Figure 1 & 2), referenced by parcel id number K09A020. The site is located at the northeast corner of EC 470 and CR 500 and consists of approximately 10 ± acres. No wetlands are present on site. The subject property is zoned as Sumter County Agricultural (AG) and has a land use designation of Sumter County Agricultural (Figures 3 & 4). The property is in the joint planning area. The property is currently occupied with 1 single family dwelling. The surrounding area is a mix of rural residential and agricultural uses. The predominate uses in the north and east are Rural residential and agricultural uses. Age Restricted Community uses are located to the south of the subject property with public institution uses to the west of the subject property.

Table 1: Surrounding Land Use

Direction	Future Land Use	Zoning	Current Use
North	Sumter County AGR (Agricultural)	Sumter County RR5C (Low Density Rural Residential with Conventional Housing)	Vacant
South	Wildwood ARD (Age Restricted Development Mixed Use)	Wildwood AG-10 (Agricultural-10)	Mixed Use Development
East	Sumter County AGR (Agricultural)	Sumter County RR5C (Low Density Rural Residential with Conventional Housing)	Single Family Residential
West	Sumter County PIE (Public/Institutional)	Sumter County A10C (General Agricultural) with Conventional Housing)	Institutional

Project Request

This project request is to amend the existing City of Wildwood Comprehensive plan to allow for the annexation of the subject property Parcel ID: K09A020. This would require a request for a Small-Scale Comprehensive Plan amendment. Changing the Future Land Use of the subject property from Sumter County Agricultural (AG) to Wildwood Commercial (COM) (Figure 5). A rezoning request is also required. This request is to change the zoning of the subject property from Sumter County Agricultural (AG) to Wildwood General Commercial (C-2) (Figure 6). The subject property is proposed for a self-storage facility consisting of 258 drive up units with an associated office used for managing the self-storage facility. The proposed self-storage buildings shall be 2 stories not to exceed 135,540 square feet. The associated self-storage office shall not exceed 1,783 square feet which is included in the total 135,540 square feet.

The proposed development will be requesting service by central water from the City of Wildwood via the connection located at the northwestern end of the subject property (Figure 7) and will utilize a septic system for wastewater. The proposed Floor Area Ratio is .31.

The proposed conceptual plan attached demonstrated compliance with required design criteria. The Site is design consistent with the Community Design District.

Flood Zone Analysis

The subject property is located within Flood Zone X outside of the 100-year flood plain and Zone AE (Elevation 84.4 Feet) (Figure 8).

Maximum Development Analysis

Table 2: Maximum Development Potential

Project Name	Acres	Existing Land Use	Existing Intensity of Development	Proposed City Land Use	Maximum Development	Proposed Development	Net Change In Development Potential
Wildwood Self Storage	10±	Sumter County Agricultural	Single Family Home (0.0742 acs.)	Wildwood Commercial (COM)	217,800 SF Maximum Commercial	135,540 SF (FAR: 0.31) Storage/Office	135,540 SF Storage/Office -Single Family Residence
TOTAL	10±						135,540 Sq ft. 31% FAR Increase

Potable Water Analysis

Policy 8.3.1.e – LEVEL OF SERVICE (LOS)

“The following adopted LOS Standards for facilities and services required by the City of Wildwood:

Sanitary Sewer: 250 gallons per day per ERU

Potable Water: 300 gallons per day per ERU”

The subject property is within the City of Wildwood Utility Service Area. The city currently owns, operates, and maintains a central potable water treatment and distribution system. The maximum pumping capacity of these facilities is limited by the City’s Water Use Permit (permit no. 8135.012) as issued by the Southwest Florida Water Management District (SWFWMD).

This permit, which expires on March 31, 2035, allows for a combined annual withdrawal from the Floridian Aquifer of 6.44 mgpd (annual average). The City has a current available capacity of 0.284 mgpd. An analysis was conducted of the proposed amendment based on land use and the City’s Level of Service (LOS) standards). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.23873 mgpd. The proposed project will not cause an undue burden upon The City of Wildwood Utility system, utilizing only one or two public restrooms which will be determined upon time of the site plan design.

Table 3: Water Analysis

Project Name	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						0.284
Wildwood Self Storage	10±	Sumter County Agricultural	Wildwood Commercial (COM)	217,800 (Commercial)	0.0219	0.2621

Water demand was calculated at 300 gallons per ERC pursuant to City's LOS standard.

Maximum Commercial –

ERU for Commercial- .334 per 1,000 SF

Wastewater Analysis

Due to capacity issues for wastewater serviceability within the City of Wildwood, the subject property will utilize an onsite septic system for wastewater. Insufficient wastewater availability was confirmed by the City of Wildwood Utility Department.

Solid Waste Analysis

The City of Wildwood's solid waste level of service is 5 lbs per day per capita. Population was estimated based on number of anticipated employees to be no greater than 73 x 1.99 pph which equates to 145. The proposed amendment is estimated to generate 726 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Impact Analysis

The subject property is currently developed with a single residential unit. An environmental assessment is provided, prepared by ECS Florida, LLC, dated August 19, 2024. The project site was reviewed to determine the geological features of the landscape to identify the vegetative communities that occur within the project boundary, and to determine the occurrence of threatened and endangered flora and fauna within the project boundary. The project site is within the Central Valley Geologic Province has an elevation of 84.73'. Soils within the project site include Millhopper (85%) and Myakka (15%)(Figure 9).

On August 13, 2024, the subject property was surveyed for the presence of flora and fauna protected by county, state, and federal government agencies as well as any protected wetland habitats. Targeted fauna species included the gopher tortoise, eastern indigo snake, blue-tailed mole skink and commensal species, as well as the Florida Scrub Jay and Everglade Snail Kite. A permit is required for any site preparation activity conducted as a precursor to development that disturbs vegetation or the ground which impacts gopher tortoises or their burrows at the time of or as a result of development. To conduct these activities without a permit is a violation of Rule 68A27.003, F.A.C.

Potential gopher tortoise (*Gopherus polyphemus*) habitat was noted at various locations throughout the site. ECS observed one potentially occupied gopher tortoise burrow along the eastern boundary of the site. A more detailed survey will be required by FWC during the regulatory permitting review cycle as the habitat is suitable for this species and burrows located

on-site. It is recommended that a 100% survey be conducted prior to the initiation of any construction activities.

The Eastern indigo snake (*Drymarchon couperi*) is considered to have a commensal relationship with gopher tortoises, utilizing gopher tortoise burrows as nesting spots. Due to the potential gopher tortoise habitat located on the site, potential Eastern indigo snake habitat is also considered to be present on the site. The site is located within the USFWS Florida Sand Skink (*Neoseps reynoldsi*) and blue-tailed mole skink (*Plestiodon egregius*) Consultation Area. No skinks or suspected skink tracks were directly observed on the site at the time of this survey.

No threatened or endangered amphibian species or their habitats were encountered during the time of the survey. No Florida Scrub jays were observed on the subject property. No Everglade Snail Kites were observed on the subject property.

No protected plant species were identified on the subject property. Areas classified as wetland/surface waters were not observed within, or immediately adjacent to, the subject property.

Transportation Impact Analysis

A trip generation analysis was conducted on the amendment utilizing the 11th Edition of ITE and is provided as part of the traffic methodology.

Table 4 Existing Trip Generation

ITE Code	Description	Units	Daily		AM Peak Hours				PM Peak Hours			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
210	Single Family	1 Unit	-	9	-	-	-	-	-	1	1	0

Table 5 Proposed Trip Generation

ITE Code	Description	Units	Daily		AM Peak Hours				PM Peak Hours			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
151	Mini-Warehouse (Self-Storage)*	258 Units	17.27	45	1.21	3	2	1	1.68	4	2	2

Source: Trip generation analysis is based on ITE Trip Generation Manual, 11th Edition Regression Equation used to calculate rates when R² is greater than 0.75. The value 2.58 Units under column "Number (100s)" means 258 storage units.

*Mini-Warehouse (Self-Storage) includes an associated office for managing the facility.

Table 6 Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

ITE Code	Description	Units	Daily		AM Peak Hours				PM Peak Hours			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
210	Single Family	1	-	9	-	-	-	-	-	1	1	0
151	Mini-Warehouse (Self-Storage)	258 Units	17.27	45	1.21	3	2	1	1.68	4	2	2
Total Net Trips (Proposed - Existing)			-	36	-	3	2	1	-	3	1	2

Comprehensive Plan Compliance

The proposed amendment is in compliance with the following land use policies, among others of the City of Wildwood Comprehensive Plan. The amendment will also further the City's goals in meeting projected commercial needs.

Policy 1.1: Future Land Use Map-Commercial The City shall maintain regulations for land use categories and the Future Land Use (FLU) Map (FLUM) Series in order to effectively manage the allocation of land uses through the planning horizon of 2050.

Response: The proposed land use is Commercial, which allows a Floor Area Ratio (FAR) of 0.5. The proposed concept proposes a FAR of 0.31.

Policy 1.2: Sustainable Growth - The City shall strive to create a sustainable community by discouraging the proliferation of urban sprawl, promoting the efficient utilization of public infrastructure, services, and utilities, and implementing a compact land use pattern.

Response: The proposed conceptual site (Figure 10) will not cause an undue burden upon the City of Wildwood's wastewater systems since it will be utilizing a septic system for the one or two restrooms that will be on the property as determined in the site planning process. The proposed project water needs will have a minor impact on the potable water systems, as the proposed use will require one or two restrooms for the office use.

Policy 1.2.5: Joint Planning Area - The City shall maintain a Joint Planning Area (JPA) between the City of Wildwood and Sumter County to combat urban sprawl, provide an energy efficient land use pattern, and to manage growth in an environmentally sensitive manner that protects rural areas of the County. The JPA shall also serve as the Municipal Service Area (MSA), as defined in Section 171.202, F.S.

Response: The subject property is located in the JPA. The proposed development of this site is consistent with the commercial designation of this property on the JPA map (Figure 11).

Policy 1.2.7: Annexation - Upon annexation of properties within the JPA, the City shall amend the FLUM to include the annexed property. If the proposed future land use of the annexed property is consistent with the future land use category depicted on the JPA Map, the amendment shall be processed as a small-scale future land use map amendment pursuant to Section 171.204(2), Florida Statutes. The underlying County future land use shall remain in full force and effect until such time as the annexation and related FLUM amendment are effective.

Response: The request to annex the property is consistent with the JPA map. The companion small scale comprehensive future land use map and rezoning to a commercial designation is consistent with this policy and the JPA map.

Policy 1.3: Resource Stewardship - The City shall preserve, protect, and enhance its significant environmental resources and cultural heritage.

Response: The subject property does not have any cultural significance or previously recorded resources per the Florida Department of State Historical Resources Department. There are no documented historical or archaeological resources located on the subject property. An email from the FL Historical Resources Department verifying that no resources were found in the Florida Master File is included in the submittal package.

Policy 1.3.2: The City shall prohibit the installation of new septic tanks within all new residential, commercial, and industrial projects within the City where wastewater is available and coordinate with the County to encourage the limitation of septic tank permits in unincorporated areas adjacent to the Wildwood USA.

Response: The subject property will utilize a septic system. The subject property does not have wastewater availability as confirmed by the City of Wildwood. (see attached email confirmation)

Policy 1.3.5: The City shall strive to identify its significant cultural (e.g., historical, archaeological, architectural) resources.

Response: The subject property does not have any cultural significance or previously recorded resources per the Florida Department of State Historical Resources Department. There are no significant historical or archaeological resources on the subject property.

Policy 1.3.4. The City shall encourage all new development and redevelopment projects to:
a. Implement green infrastructure and building practices b. Respect natural topographies c. Reduce building footprints and impervious surface areas to the maximum extent feasible d. Locate development away from environmentally sensitive areas e. Preserve natural habitats and ecosystems f. Provide for onsite stormwater management facilities using low intensity development (LID) techniques and methods g. Employ energy, water, and waste conservation measures h. Preserve open space and natural lands.

Response: The subject property has no environmentally sensitive areas; in addition, a significant portion of the site will remain open at this time. A minimum 20 percent of the site shall be reserved for open space. Additionally, the subject property is located in the Community Design District and landscape buffers between 15-25 feet shall be required.

Policy 5.7: Wetlands - The City shall protect wetlands and their natural function.

Response: The subject property does not have any wetlands located within it, as demonstrated in the attached environmental assessment within submittal package.

Rezoning Justification

Rezoning requirements-When pertaining to the rezoning of land, a report and recommendations shall show that the Board has studied and considered the proposed amendment in relation to the following, where applicable:

(a) Whether the proposed change is consistent with the comprehensive plan; City of Wildwood Land Development Regulations 3-3

Response: The Comprehensive Plan Compliance analysis in this report demonstrates that the proposed rezoning is consistent with the City Comprehensive Plan. More specifically the proposed C-2 zoning is consistent with the Subject Property location in the joint planning area.

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

Response: The joint planning area targets this property for commercial use. In addition, the properties to the east along CR-470 are also in the JPA and designated for commercial use. Buffers will be provided between the proposed use to further separate the self-storage facility from the adjacent parcels that are zoned residential. This area was planned for annexation and designated for commercial use.

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

Response: There will be little impact upon public facilities as noted by the level of service analysis provided in this report. A septic system will be used to meet the sanitary sewer needs and the potable water estimated daily usage will be 46 gallons per day. The City of Wildwood will not experience a change to its wastewater system, due to the conceptual project utilizing a septic system. Schools will not be affected, due to the nature of the proposed project being a commercial self-storage facility. The traffic impacts will be limited as the daily proposed trip is not estimated to exceed 45 trips.

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

Response: The change in the condition that warrants this rezoning is that when the JPA was contemplated the use established for this property was commercial in nature. The applicant is requesting an annexation and a future land use amendment and rezoning consistent with the intention of the JPA.

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

Response: The proposed use for the site is a self-storage facility and associated office space. The projected daily trips for the 258 storage units and associated office are 45 trips. The impact of the proposed traffic is not significant given that the project site is 10 acres and up to 5 acres

of the site could be developed with commercial square footage. The current request will generate a small traffic impact.

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

Response: The proposed concept will utilize setbacks and landscape buffering per city requirements to not interfere with or provide a deterrent to the improvement or development of adjacent properties

Figure 1. Location

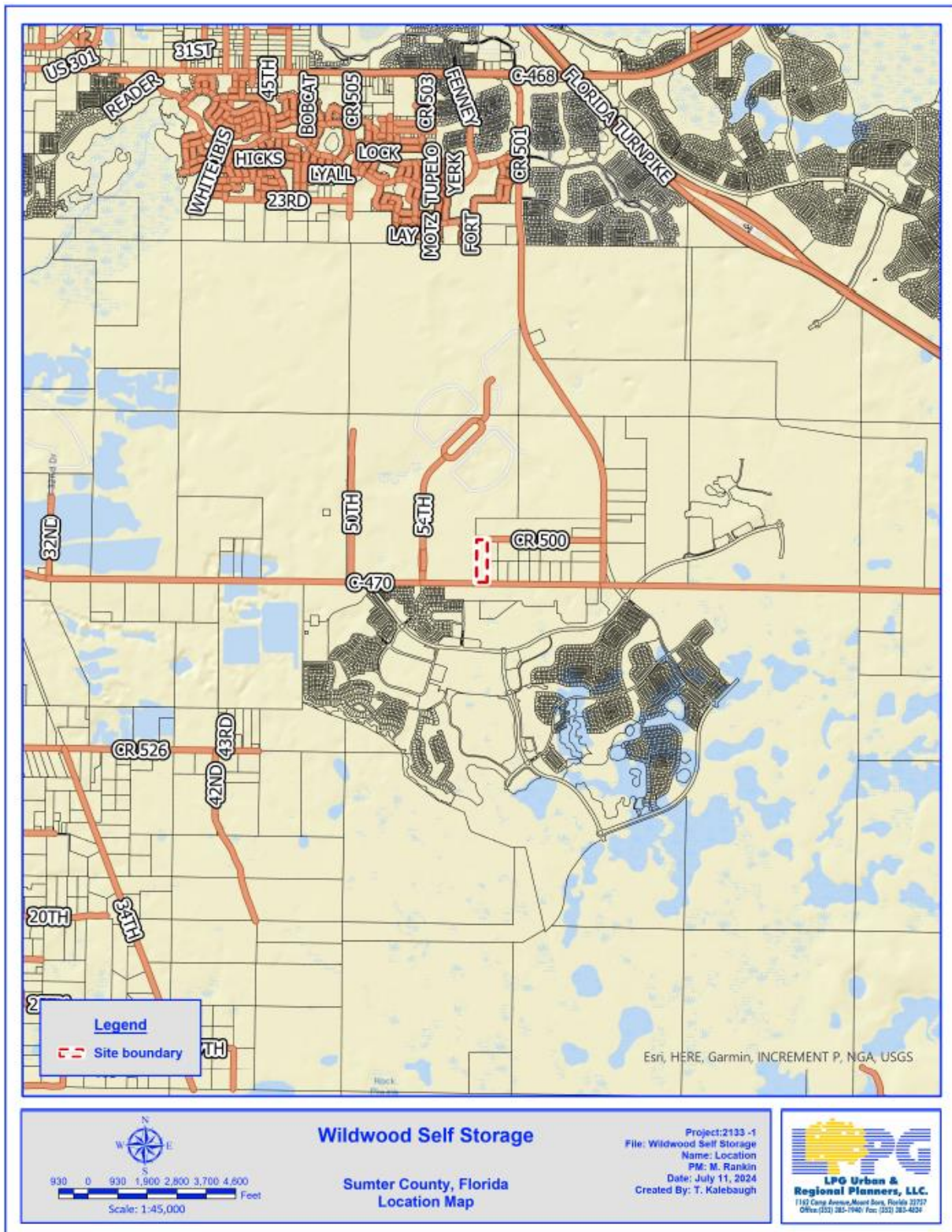


Figure 2. Aerial

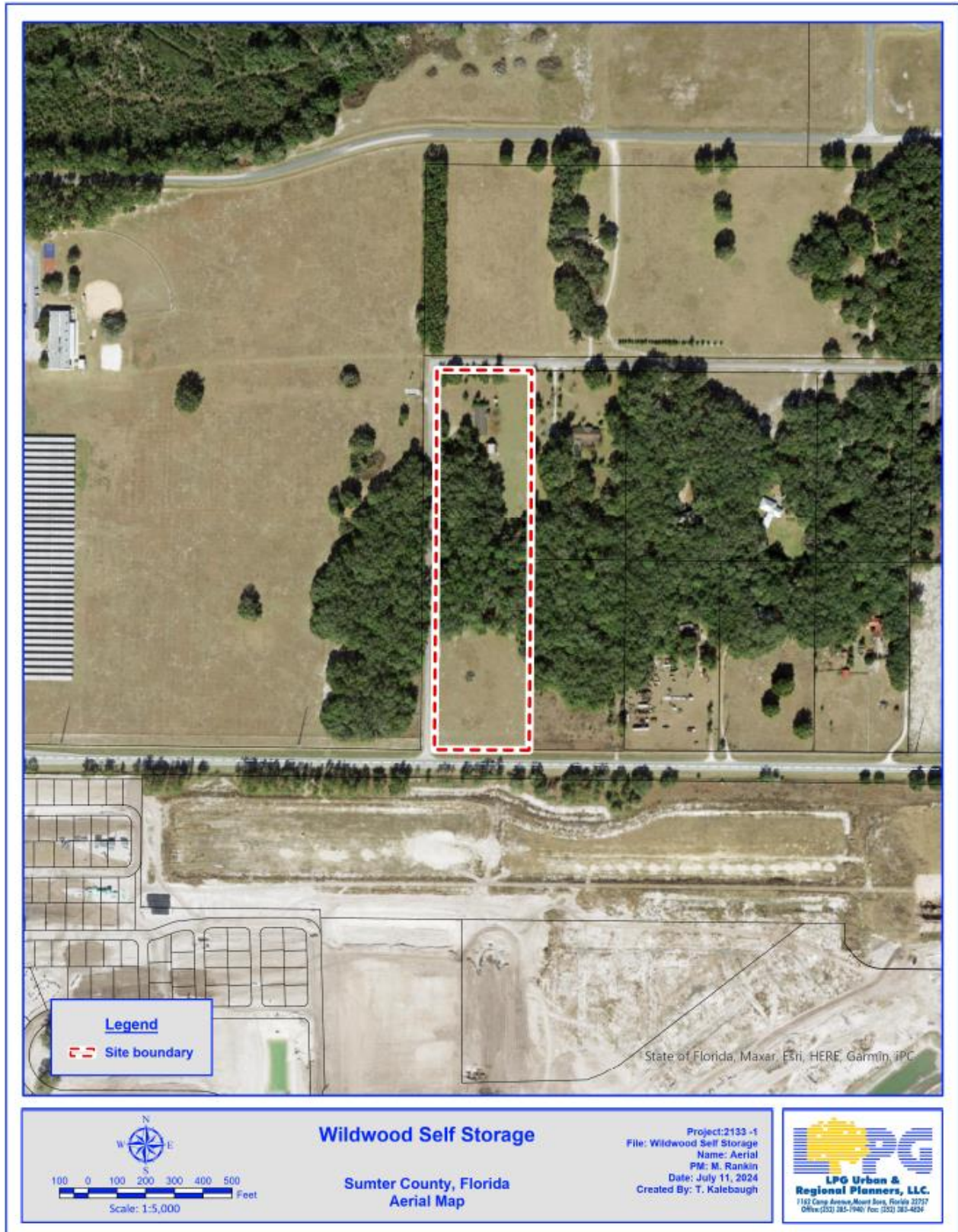


Figure 3. Existing Zoning

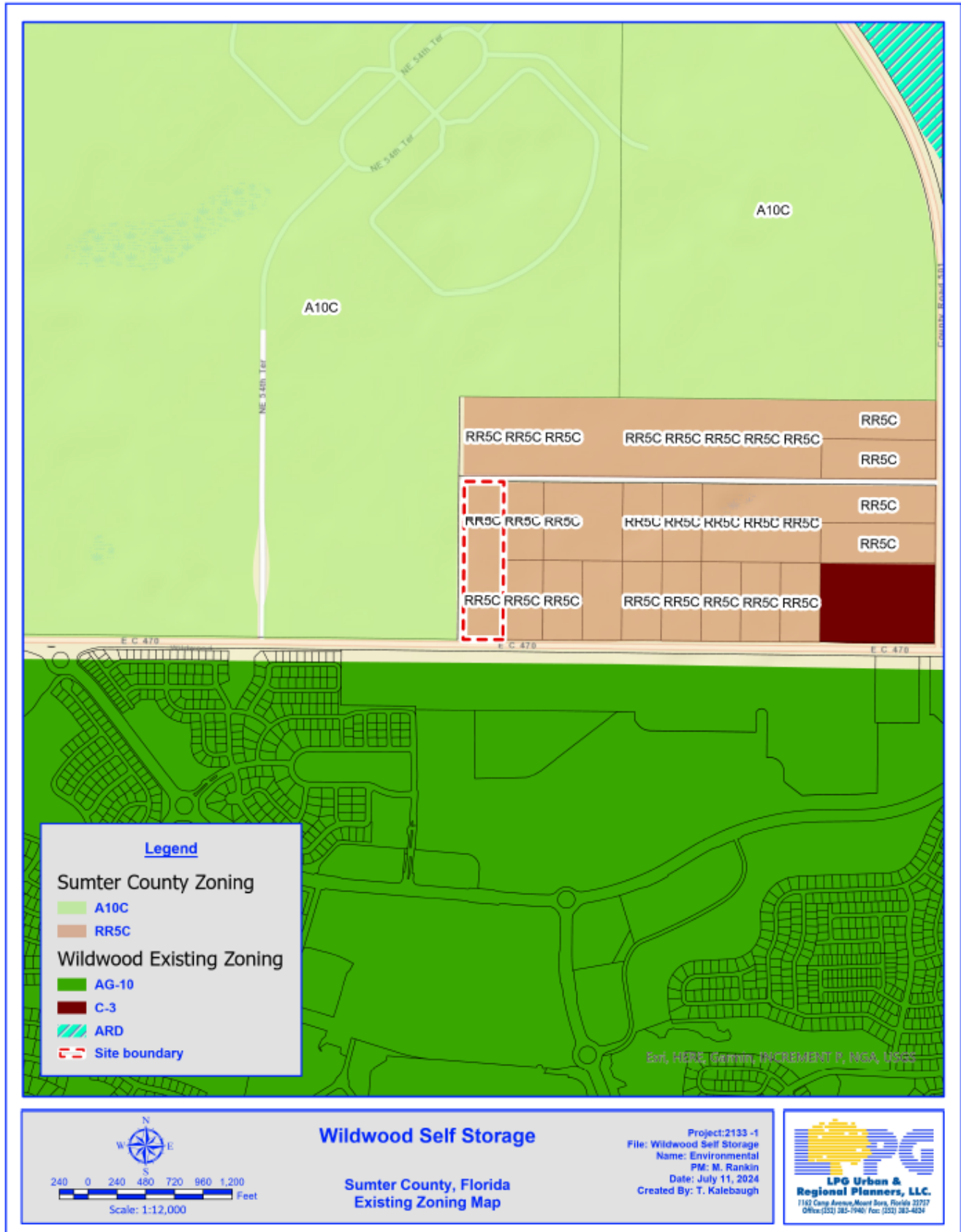


Figure 4. Existing Future Land Use

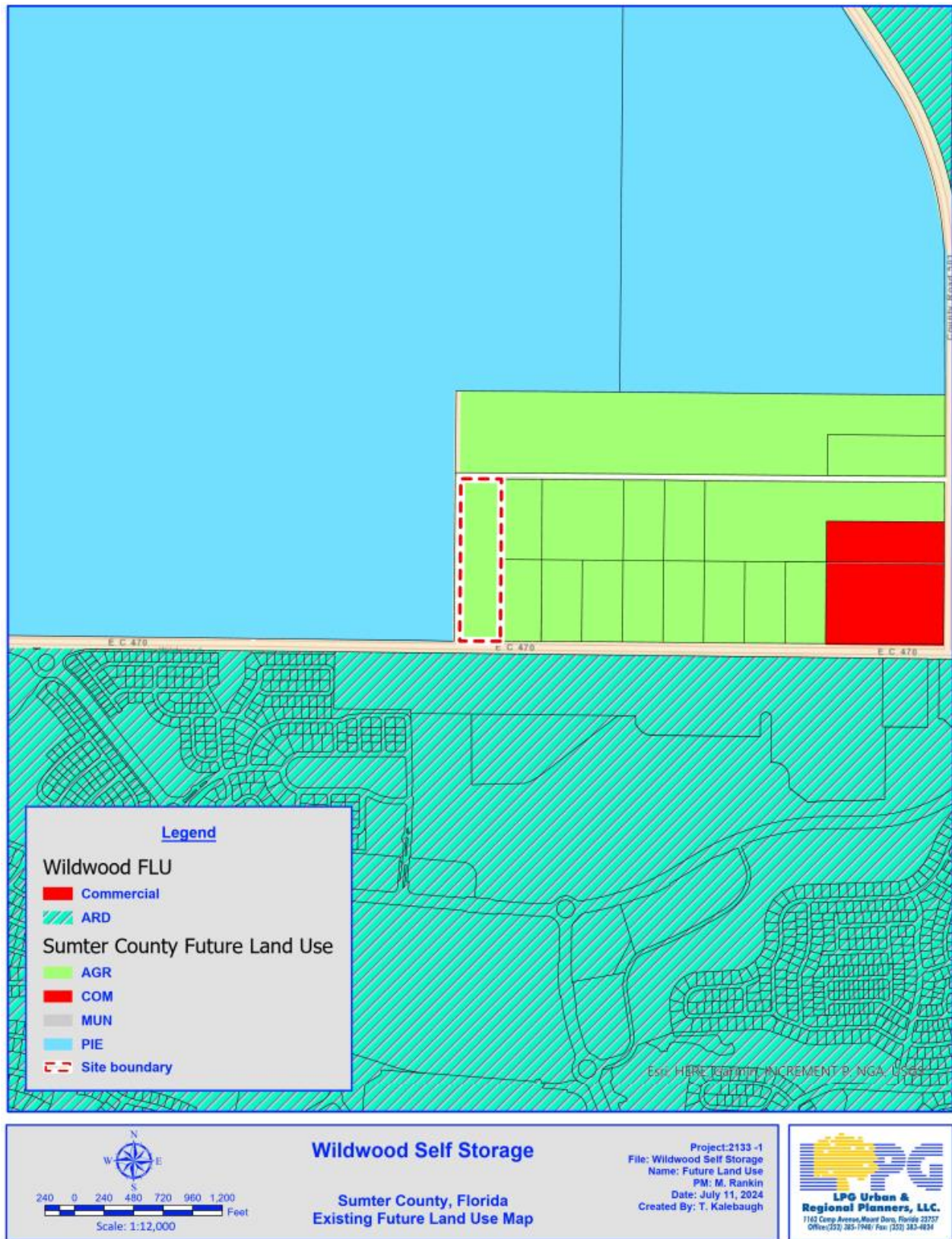


Figure 5. Proposed Future Land Use

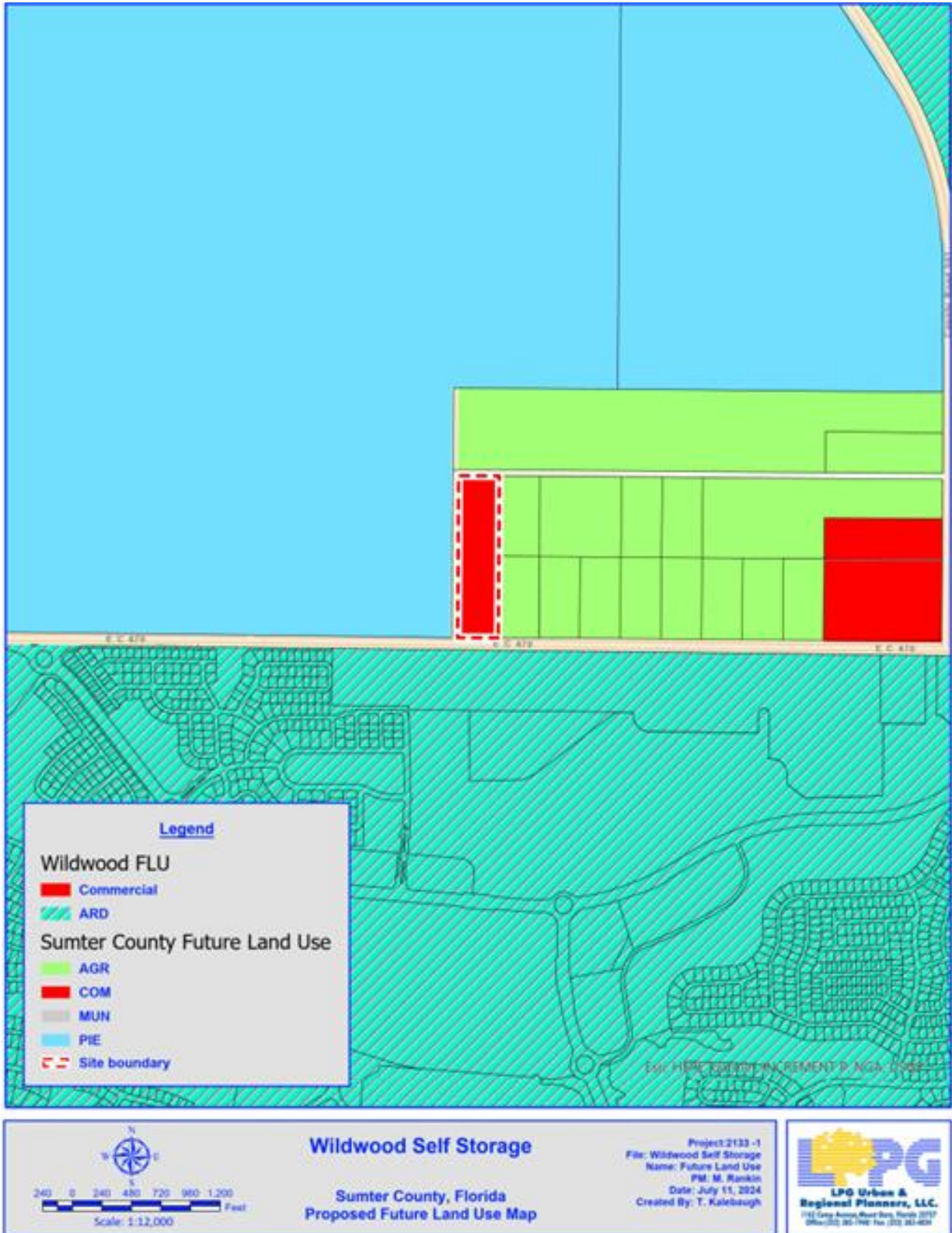


Figure 6. Proposed Zoning

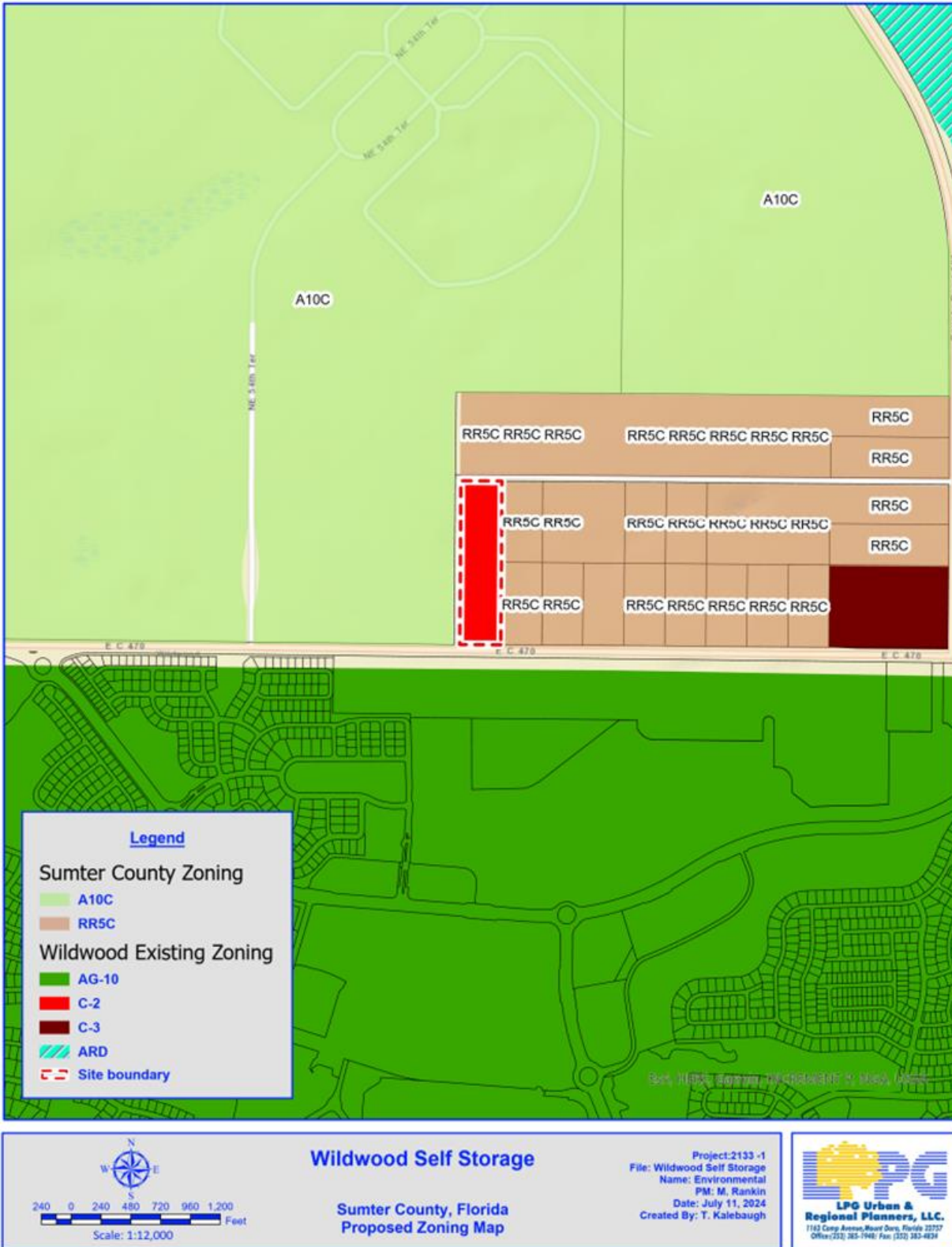


Figure 7. Wastewater availability / Water connection Location



Figure 8. Floodplain Map

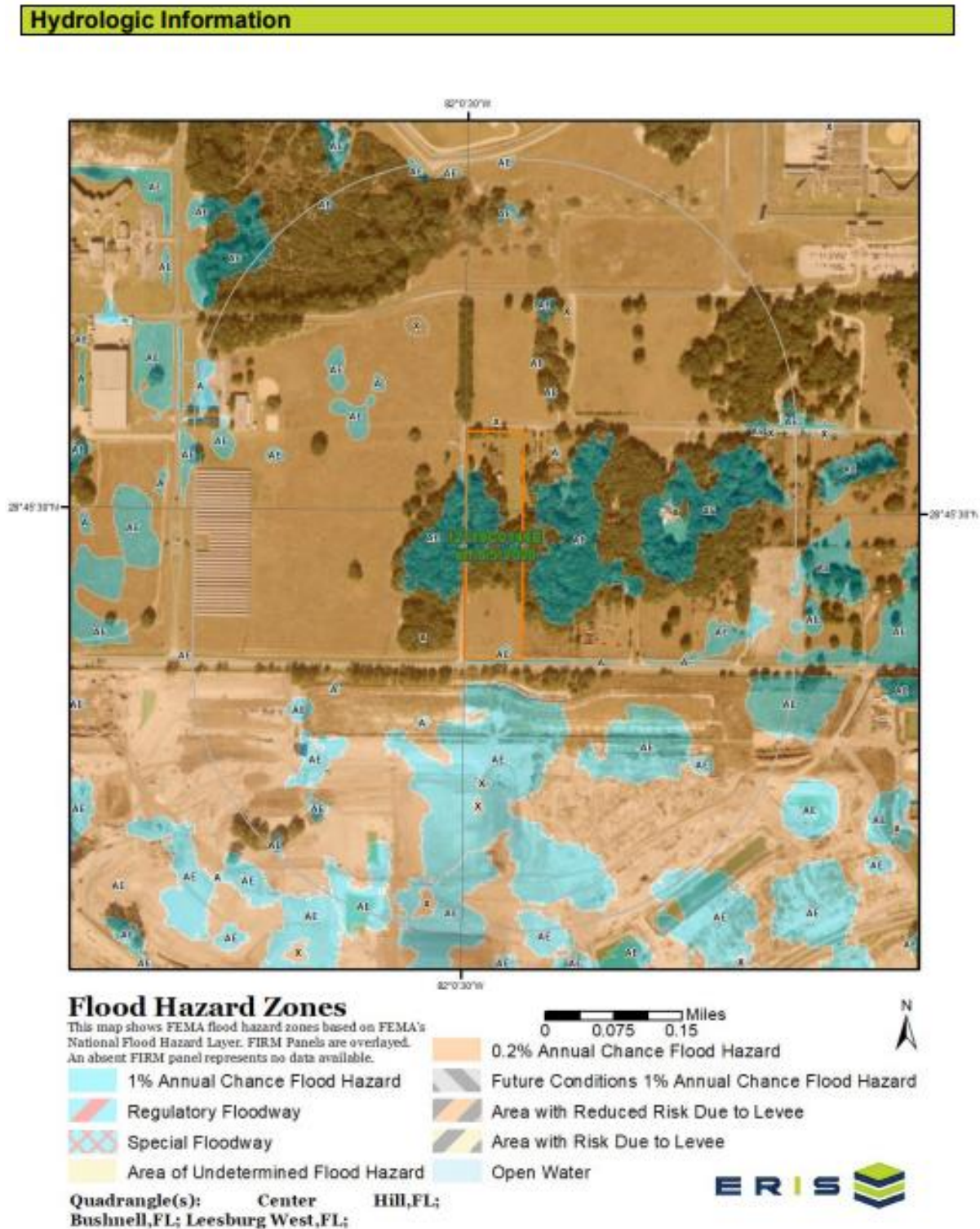
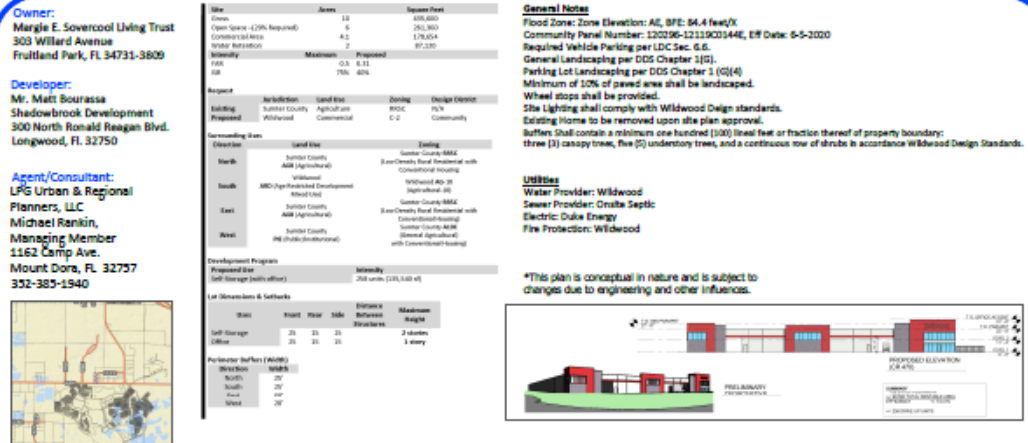


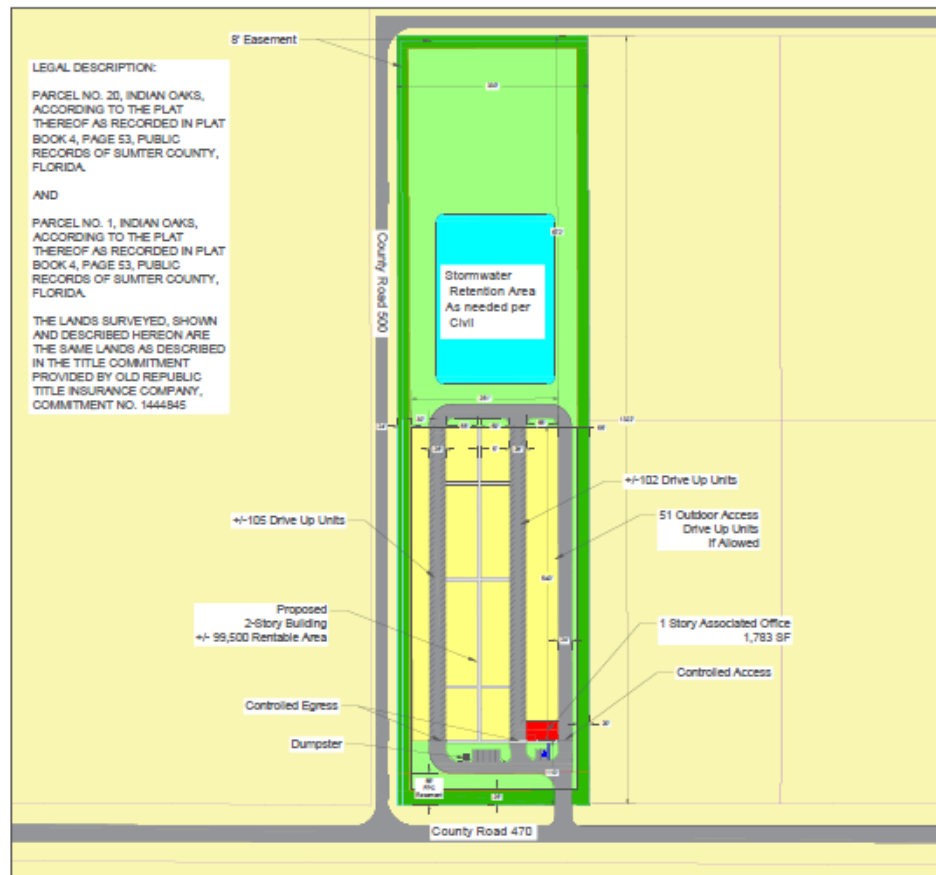
Figure 9. Soils



Figure 10. Conceptual Plan



Location

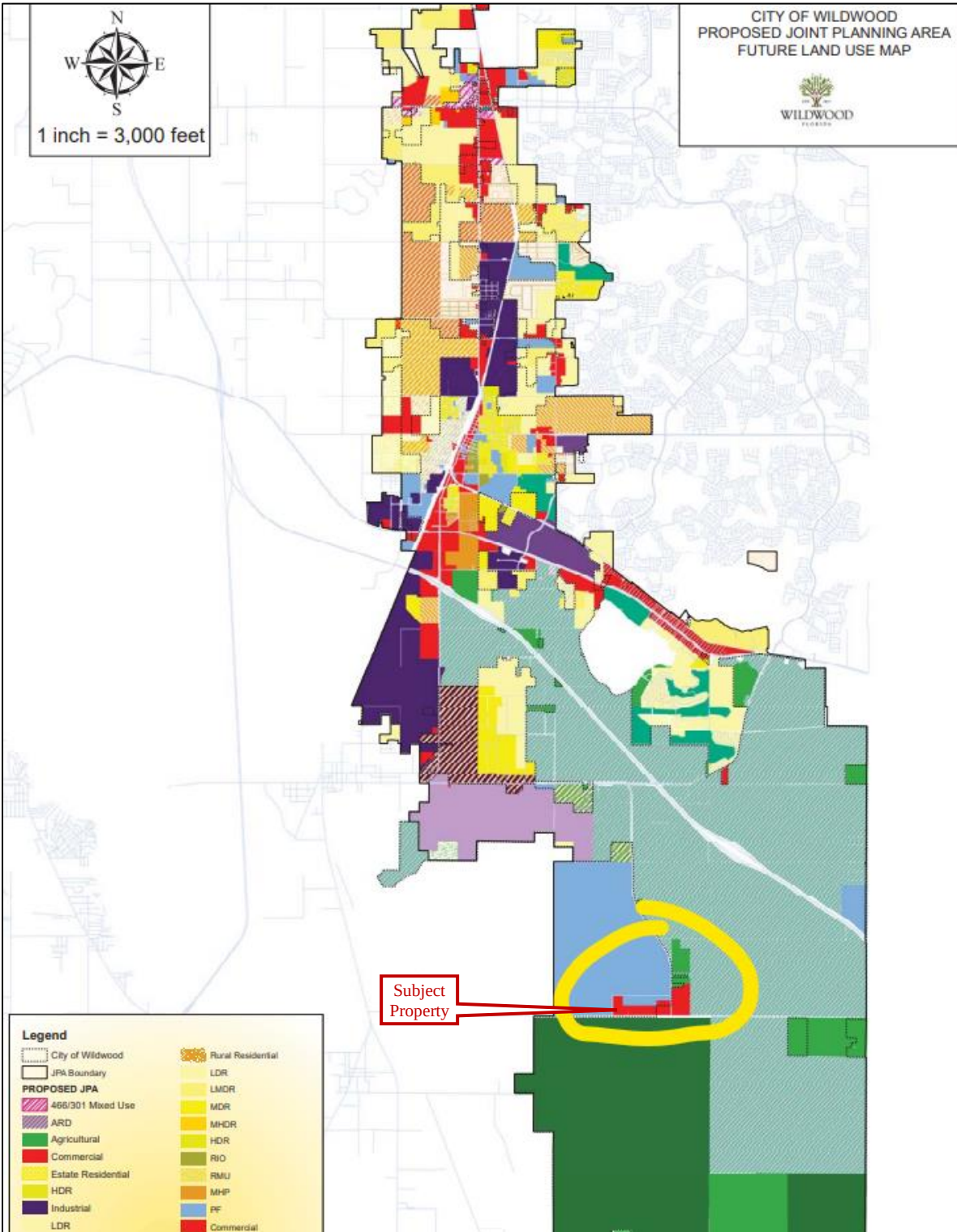


Wildwood Self-Storage

Conceptual Plan
Wildwood FL



Figure 11. JPA / Commercial Classification (Location Circled)



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

The case below was heard on Tuesday, November 5, 2024, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from RR5C (Sumter County) to C-2 (City) on 10.02 acres MOL. The subject property is generally located at the Northeast corner of the intersection of CR 500 and E C 470.

Case Number: RZ 2409-001 Indian Oaks Self Storage

Applicant(s): LPG Urban & Regional Planners, LLC

Owner(s): JUDY R. SNELL and PAMELA A. HANDARD, as Co-Trustees of the MARGIE E. SOVERCOOL LIVING TRUST AGREEMENT DATED JUNE 26, 2019

Parcel(s): K09A020

Under Land Development Regulation (LDR) § 1.7(B)(2), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed Zoning Map amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 3.3(C)(4), the Special Magistrate

☒ recommends approval.

☐ recommends approval with the following conditions:

☐ recommends denial.

Dated: November 5, 2024


Lindsay C.T. Holt

Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: AN 2410-005 Floeter House

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number	AN 2410-005 Floeter House
Ordinance	O2024-79
Owner(s)	Matthew R. Floeter
Applicant(s)	Aqua Cops Inc.
Property Location	The subject property is generally located 0.02 miles north of Forest Blvd, to the northeast of Gator Ct. Located at address 102 Gator Ct.
Parcel(s)	G27B010
Date	December 3, 2024

The applicant has submitted a voluntary annexation application for parcel G27B010. The property to be annexed totals 0.182 acres MOL and is generally located 0.02 miles north of Forest Blvd, to the northeast of Gator Ct. Located at address 102 Gator Ct.

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".

Upon completing the annexation process, the applicant will proceed with the small-scale comprehensive plan amendment and rezoning applications. The applicant intends to apply for Mobile Home Park (MHP) Zoning Designation, which is compatible with adjacent uses and allows for the erection of a single-family home on the site. City water and sewer are currently available to the subject property.

A handwritten signature in cursive script, appearing to read 'Alex Lammers'.

Alex Lammers
Planner I, Development Services

ORDINANCE NO. O2024-79

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.182 ACRES LOCATED AT 102 GATOR CT., IN SECTION 27, 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 102 Gator Ct., 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 Matthew R. Floeter., is more particularly described as follows:

Parcel G27B010
Matthew R. Floeter
Acres 0.182

LEGAL DESCRIPTION

Lot 10, Timberwoods Estates, Phase III, a Replat of Timberwoods Estates, according to the plat thereof, as recorded in Plat Book 5, Page(s) 48, of the Public Records of Sumter County, Florida.

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

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

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

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

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

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

DONE AND ORDAINED this _____ day of _____, 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: _____

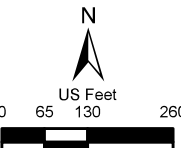
Second Reading: _____

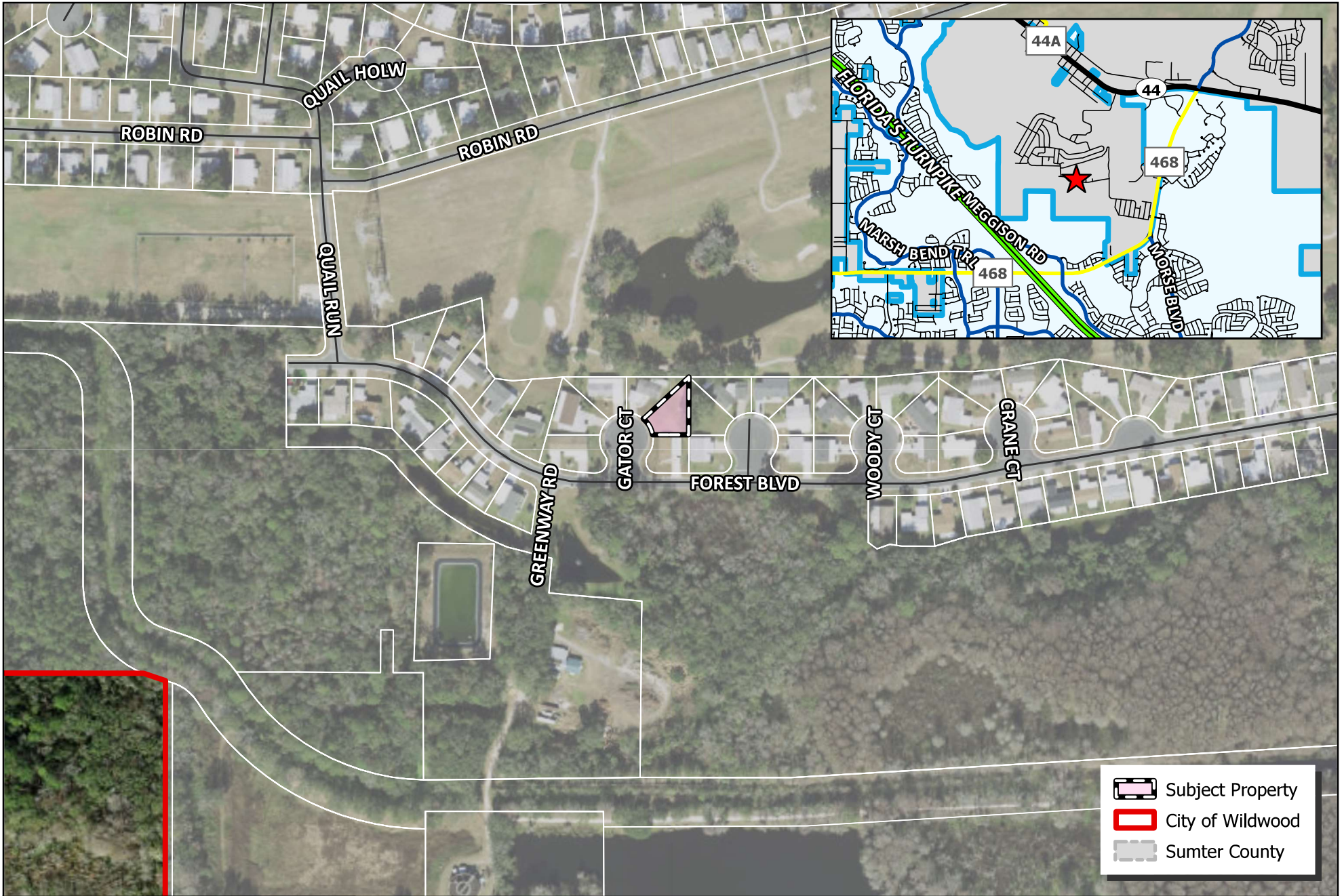
Approved as to form:

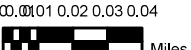
City Attorney

EXHIBIT A



	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		AN 2410-005 FLOETER HOUSE PARCEL G27B010		MAP 1A LOCATION MAP NOV 2024
--	---	---	---	--	---



	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 	AN 2410-005 FLOETER HOUSE PARCEL G27B010	MAP 1B LOCATION MAP NOV 2024
--	---	--	---	---



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Wildwood website by the time notice of the proposed ordinance is published.

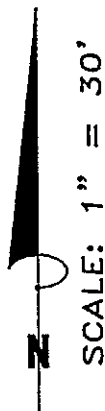
Proposed ordinance's title/reference: O2024-79

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, a business impact estimate is not required by state law¹ for the proposed ordinance. This 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.

¹ See Section 166.041(4)(c), Florida Statutes.

UB



DESCRIPTION (provided by client or their agent):

Lot 10, TIMBERWOOD ESTATES PHASE III, A REPLAT OF TIMBERWOODS ESTATES, according to the plat thereof recorded in Plat Book 5, Pages 48 through 48C, of the Public Records of Sumter County, Florida.

NOTES:

1) Bearings based on an assumed meridian as shown hereon. 2) Underground improvements, if any, not located. 3) Public records have not been searched for rights of ways, easements, restrictions, reservations and/or other instruments of record. 4) This survey has been prepared for the sole and exclusive benefit of the parties named hereon and shall not be relied upon by any other individual or entity.

LEGEND:

Cn = curve number	R/W = right of way	PC = point of curvature (R) = radiu
BSL = building setback line	OU = overhead utility lines	conc = concrete cov = covered
CB = Chord Bearing	d = deed call p = plat call	DUE = drainage & utility easement
CL = centerline	fm = field measurement	UE = utility easement
⊙ = fire hydrant	☼ = light pole	☎ = telephone junction box
⊙ = 4" cleanout	⊙ = utility pole	☎☎ = cable TV junction box
⊙ = water valve	☐ = electric utility box	☎☎☎ = utility junction box
■ = found 4"x4" concrete monument, "4614"		☎ = water meter (shown schematically;
● = found 5/8" steel rod and cap, stamped "707"		actual location is covering property corner)
⊙ = found nail & disc, "4614"		

D.W. HIRST & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
13560 SE 36th Avenue, Summerfield, FL 34491
P.O. BOX 3159, Belleview, Florida 34421
(352) 347-6775 dwhlandsurveying@aol.com

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



DAVID W. HIRST, FL PSM NO. 5197
UNLESS ELECTRONICALLY SIGNED, NOT VALID WITHOUT THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BOUNDARY SURVEY FOR

Robert Walsh

DATE OF SURVEY: March 4, 2019
FIELD BOOK: 18E PAGE: 56
FILE NO: 19-374 DC FILE: 19-374.txt
DWG FILE: 19-374.dwg
DRAWN BY: MAL CHK BY: DWH

REVISIONS

DATE

BY

ned
. Hirst
03.08
'00'

L1
N00°03'30"E 25.00'(p)(fm)

C1
R=60.00'
D=40°18'09"
A=42.20'
C.B.=N29°41'09"W
Chord=41.34'(p)
C.B.=N29°39'48"W
Chord=41.32'(fm)

C2
R=60.00'
D=45°40'15"
A=47.83'
C.B.=N13°16'10"E
Chord=46.57'(p)
C.B.=N13°15'31"E
Chord=46.56'(fm)

C3
R=25.00'
D=126°02'56"
A=55.00'
C.B.=N26°55'04"W
Chord=44.56'(p)
C.B.=N26°54'33"W
Chord=44.64'(fm)

Lot 9
(occupied)

S47°10'46"W 138.30'(p)
S47°10'00"W 136.28'(fm)

Lot 10
Vacant

N00°03'07"E 130.04'(fm)
S00°03'30"W 130.00'(p)

Lot 11
(occupied)

S89°54'46"E 80.83'(fm)
N89°56'30"W 80.84'(p)

Gator Court

N00°03'30"E 110.03'(fm)
N00°03'30"E 100.02'(p)(fm)

N89°56'30"W 68.73'(p)

Asphalt Pavement

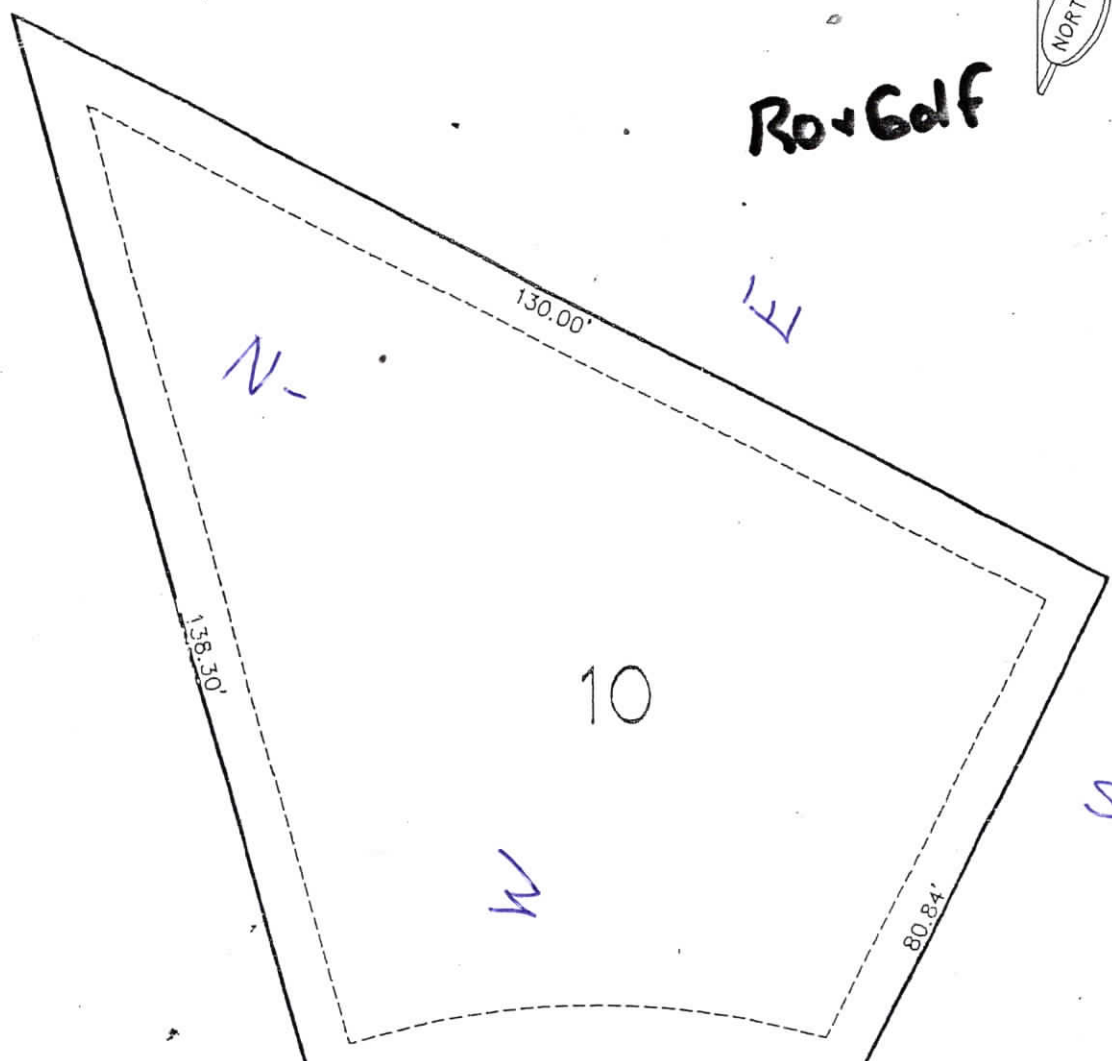
2' concrete curb
Forest Boulevard - 50' R/W

David
W. Hirst

Digital
by Day
Date:
10:31



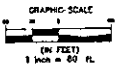
Ro+Golf



L=42.20'

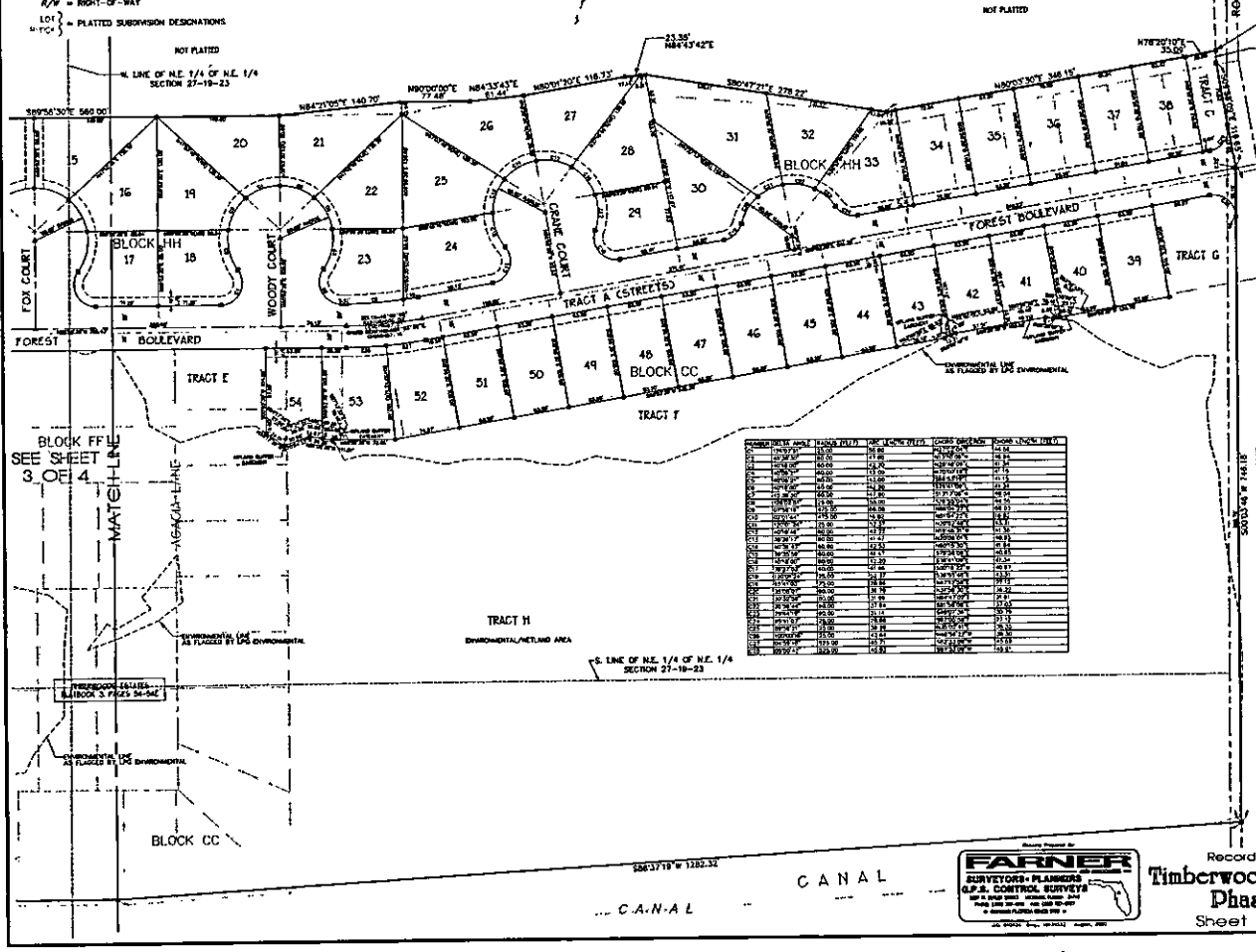
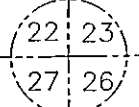
102

GATOR COURT



Record Plat Of **Timberwoods Estates, Phase III** A Partial Replat Of Timberwoods Estates Plat Book 3, Page 54 through 54-E A Subdivision In Sections 26 & 27, Township 19 South, Range 23 East Sumter County, Florida

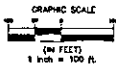
- = FOUND PERMANENT REFERENCE MONUMENT (F.L.S. NUMBER 4814)
- = SET PERMANENT REFERENCE MONUMENT (F.L.S. NUMBER 4814)
- ▲ = PERMANENT CONTROL POINT (F.L.S. NUMBER 707)
- = LOT CORNER - RICH ROD (F.L.S. NUMBER 707)
- R/W = RIGHT-OF-WAY
- LOT = PLATTED SUBDIVISION DESIGNATIONS
- UTILITY EASEMENT
- DRAINAGE/UTILITY EASEMENT
- DRAINAGE EASEMENT
- RADIAL BEARING
- NON-RADIAL BEARING



LOT	AREA	PERCENTAGE	BEARING	DISTANCE	AREA	PERCENTAGE	BEARING	DISTANCE	AREA	PERCENTAGE	BEARING	DISTANCE
15	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
16	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
17	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
18	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
19	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
20	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
21	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
22	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
23	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
24	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
25	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
26	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
27	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
28	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
29	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
30	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
31	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
32	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
33	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
34	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
35	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
36	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
37	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
38	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
39	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
40	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
41	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
42	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
43	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
44	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
45	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
46	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
47	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
48	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
49	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
50	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
51	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
52	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
53	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00
54	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00	1.25	100	N 89° 50' 00" E	120.00



Record Plat Of
**Timberwoods Estates
 Phase III**
 Sheet 4 Of 4



Record Plat Of Timberwoods Estates, Phase III

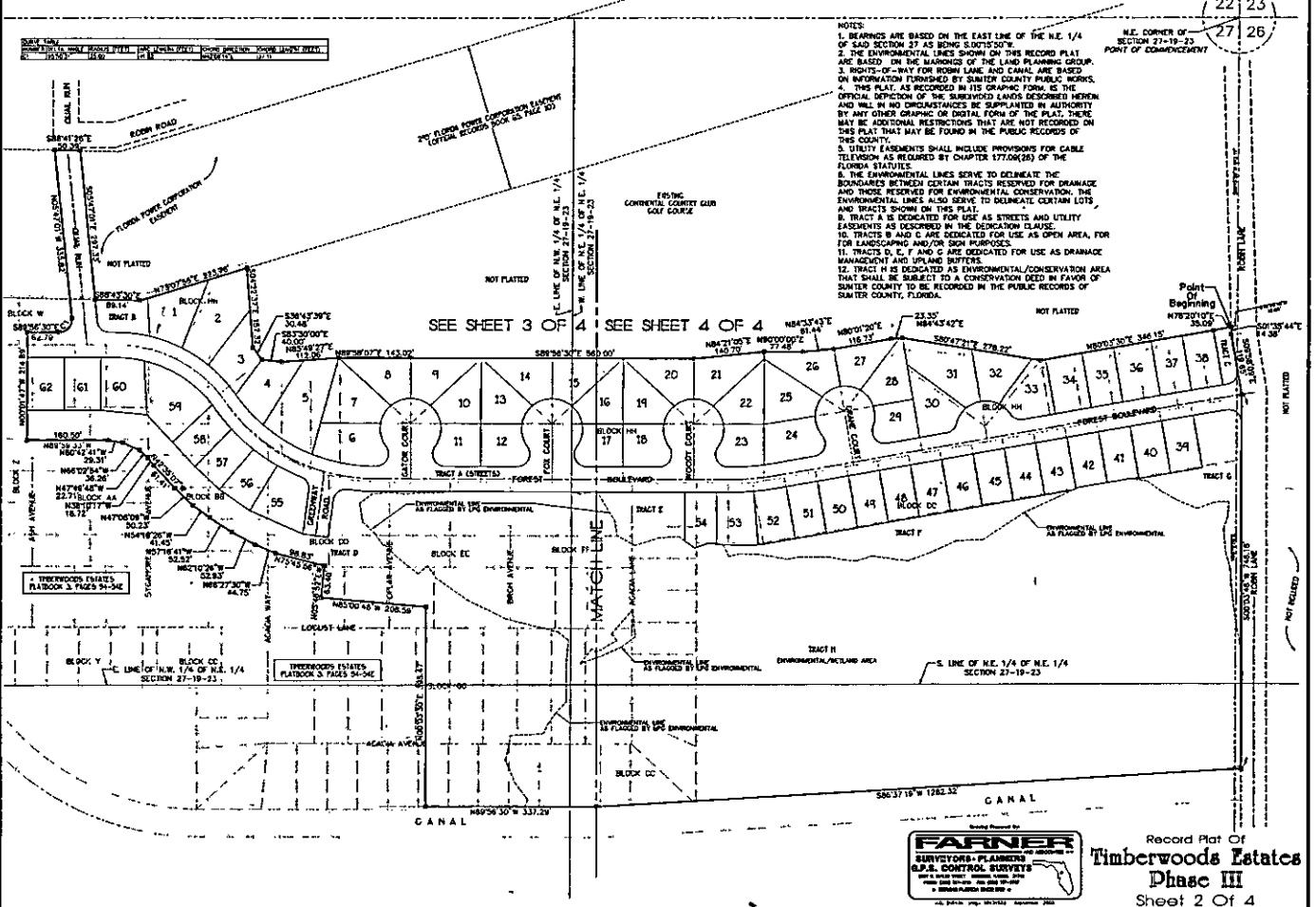
A Partial Replat Of Timberwoods Estates
Plat Book 3, Page 54 through 54-E
A Subdivision In
Sections 26 & 27, Township 19 South, Range 23 East
Sumter County, Florida

PLAT BOOK 5, PAGE 49B

- FOUND PERMANENT REFERENCE MONUMENT (NUMBER NOTED, IF ANY)
- SET PERMANENT REFERENCE MONUMENT (S.L.S. NUMBER 4614)
- ▲ FOUND PERMANENT CONTROL POINT (S.L.S. NUMBER 707)
- LOT CORNER FROM P.M. (S.L.S. NUMBER 707)
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- D/E DRAINAGE/UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- RB RADIAL BEARING
- NRB NON-RADIAL BEARING
- LS? PLATTED SUBDIVISION DESIGNATIONS

NOTES:
1. BEARINGS ARE BASED ON THE EAST LINE OF THE N.E. 1/4 OF SECTION 27 AS BEING SUBDIVISION.
2. THE ENVIRONMENTAL LINES SHOWN ON THIS RECORD PLAT ARE BASED ON THE MARSHES OF THE LAND PLANNING GROUP.
3. RIGHTS-OF-WAY FOR HIGHWAY AND CANAL ARE BASED ON INFORMATION FURNISHED BY SUMTER COUNTY PUBLIC WORKS.
4. 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.
5. UTILITY EASEMENTS SHALL INCLUDE PROVISIONS FOR CABLE TELEVISION AS REQUIRED BY CHAPTER 177.06(28) OF THE FLORIDA STATUTES.
6. THE ENVIRONMENTAL LINES SERVE TO DELINEATE THE BOUNDARIES BETWEEN CERTAIN TRACTS RESERVED FOR DRAINAGE AND THOSE RESERVED FOR ENVIRONMENTAL CONSERVATION. THE ENVIRONMENTAL LINES ALSO SERVE TO DELINEATE CERTAIN LOTS AND TRACTS SHOWN ON THIS PLAT.
7. TRACT A IS DEDICATED FOR USE AS STREETS AND UTILITY EASEMENTS AS DESCRIBED IN THE DEDICATION CLAUSE.
8. TRACTS B AND C ARE DEDICATED FOR USE AS OPEN AREA, FOR LANDSCAPING AND/OR SHOW PURPOSES.
9. TRACTS D, E, F AND G ARE DEDICATED FOR USE AS DRAINAGE MANAGEMENT AND UPLAND BUFFERS.
10. TRACT H IS DEDICATED AS ENVIRONMENTAL/CONSERVATION AREA THAT SHALL BE SUBJECT TO A CONSERVATION DEED IN FAVOR OF SUMTER COUNTY TO BE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

N.E. CORNER OF SECTION 27-19-23
POINT OF COMMENCEMENT



Record Plat Of
Timberwoods Estates
Phase III
Sheet 2 Of 4

Record Plat Of **Timberwoods Estates, Phase III**

A Partial Replat Of Timberwoods Estates
 Plat Book 3, Page 54 through 54-E
 A Subdivision In
 Sections 26 & 27, Township 19 South, Range 23 East
 Sumter County, Florida

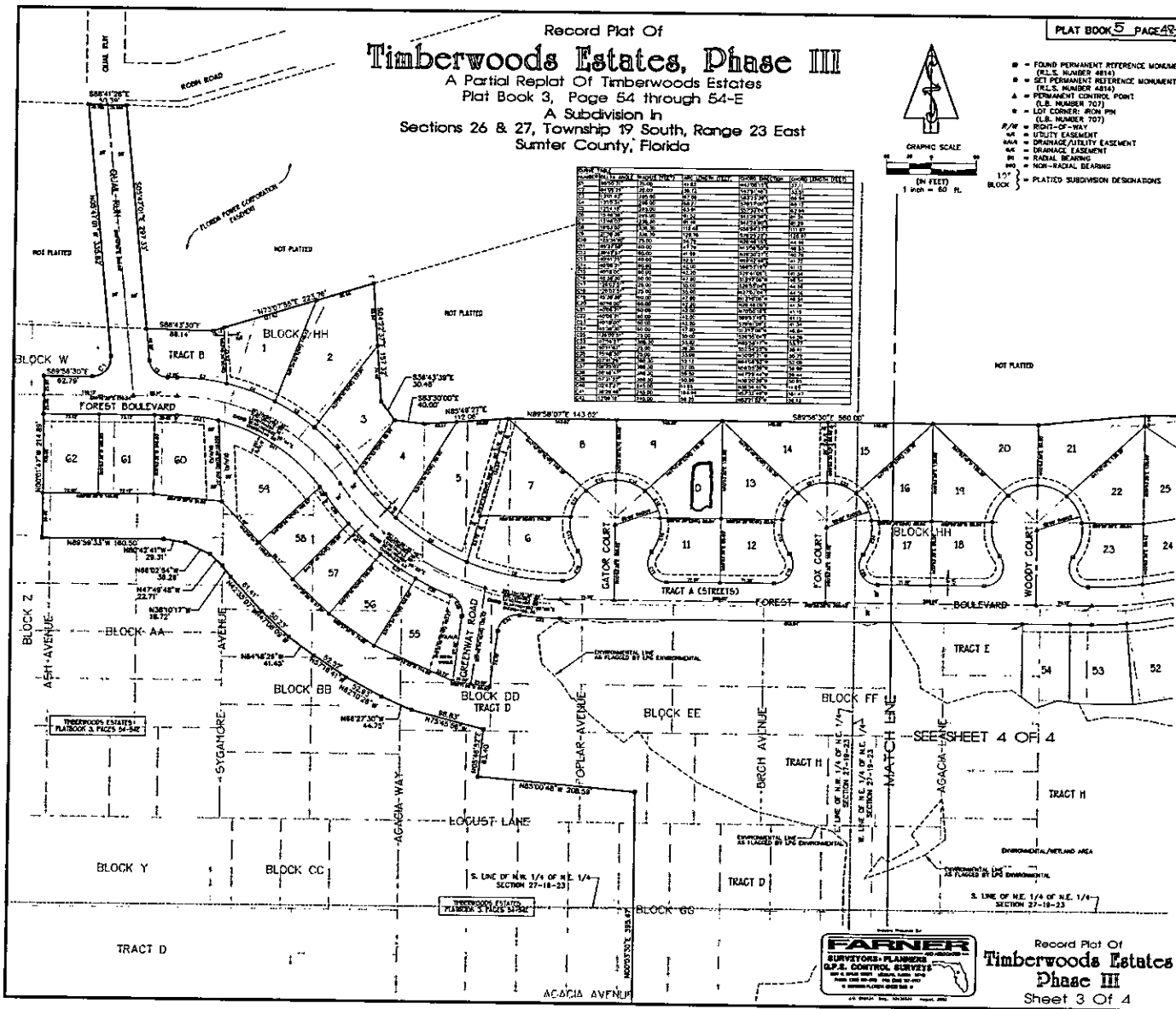
PLAT BOOK 5 PAGE 48B



GRAPHIC SCALE
 1 inch = 50 ft.

- = FOUND PERMANENT REFERENCE MONUMENT (P.L.S. NUMBER 4814)
- = SET PERMANENT REFERENCE MONUMENT (P.L.S. NUMBER 4814)
- ▲ = PERMANENT CONTROL POINT (P.L.S. NUMBER 707)
- = LOT CORNER: IRON PIN (P.L.S. NUMBER 707)
- = RIGHT-OF-WAY
- = UTILITY EASEMENT
- = DRAINAGE/UTILITY EASEMENT
- = DRAINAGE EASEMENT
- = RADIAL BEARING
- = NON-RADIAL BEARING
- = PLATTED SUBDIVISION DESIGNATIONS

TRACT	AREA (AC)	PERCENTAGE	OWNER
1	0.10	100%	...
2	0.10	100%	...
3	0.10	100%	...
4	0.10	100%	...
5	0.10	100%	...
6	0.10	100%	...
7	0.10	100%	...
8	0.10	100%	...
9	0.10	100%	...
10	0.10	100%	...
11	0.10	100%	...
12	0.10	100%	...
13	0.10	100%	...
14	0.10	100%	...
15	0.10	100%	...
16	0.10	100%	...
17	0.10	100%	...
18	0.10	100%	...
19	0.10	100%	...
20	0.10	100%	...
21	0.10	100%	...
22	0.10	100%	...
23	0.10	100%	...
24	0.10	100%	...
25	0.10	100%	...
26	0.10	100%	...
27	0.10	100%	...
28	0.10	100%	...
29	0.10	100%	...
30	0.10	100%	...
31	0.10	100%	...
32	0.10	100%	...
33	0.10	100%	...
34	0.10	100%	...
35	0.10	100%	...
36	0.10	100%	...
37	0.10	100%	...
38	0.10	100%	...
39	0.10	100%	...
40	0.10	100%	...
41	0.10	100%	...
42	0.10	100%	...
43	0.10	100%	...
44	0.10	100%	...
45	0.10	100%	...
46	0.10	100%	...
47	0.10	100%	...
48	0.10	100%	...
49	0.10	100%	...
50	0.10	100%	...
51	0.10	100%	...
52	0.10	100%	...
53	0.10	100%	...
54	0.10	100%	...
55	0.10	100%	...
56	0.10	100%	...
57	0.10	100%	...
58	0.10	100%	...
59	0.10	100%	...
60	0.10	100%	...
61	0.10	100%	...
62	0.10	100%	...



Record Plat Of
**Timberwoods Estates
 Phase III**
 Sheet 3 Of 4

SEE LOT RESTRICTIONS, BOOK FOR DISTRICTAL LOT RESTRICTIONS
Exhibit 7-4216

CONTINENTAL COUNTRY CLUB, INC. RESORTS FIRST ADDITION SUMTER COUNTY, FLORIDA

REPLAT OF A PORTION OF CONTINENTAL CAMPER RESORTS, INC. SUBDIVISION
SECTION 22, TOWNSHIP 19 SOUTH, RANGE 23 EAST

PLAT BOOK 4
PAGE 69

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT THE CORPORATION AND INDIVIDUALS NAMED BELOW, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED HEREON AND HERE BY WRIT PRIVATE EASEMENTS TO THE OWNERS OF THE INDIVIDUAL LOTS SHOWN ON THIS PLAT AND THE PLAT RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AT PLAT BOOK 3, PAGE 82 THRU 84 AND AT PLAT BOOK 4, PAGES 87-89 AND AT PLAT BOOK 4, PAGE 91 AND AT PLAT BOOK 4, PAGES 98-99 AND THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AS TO ALL STREETS, ALLEYS, PARKS, CANALS AND RIGHTS-OF-WAY, SHOWN ON SAID PLAT, AND THE OWNERS DO HEREBY RESERVE THE RIGHT TO CONTROL THE USE OF SAID STREETS, ALLEYS, PARKS, CANALS, AND RIGHTS-OF-WAY, BUT DO WARRANT THAT AT NO TIME WILL A PROPERTY OWNER BE UNLAWFULLY DENIED THE RIGHT OF ROUTES TO HIS, HER OR ITS PROPERTY HEREON OF HEREFTER ACQUIRED, SAID STREETS, ALLEYS, PARKS, CANALS AND RIGHTS-OF-WAY SHALL NOT BE CONSIDERED AS DEDICATED TO THE PUBLIC SUMTER COUNTY, FLORIDA, BY ACCEPTANCE OF THIS PLAT, SHALL NOT HAVE ANY RESPONSIBILITY FOR CONSTRUCTIVE, BUILDING, ALTIMETER, OR MAINTAINING THE STREETS, ALLEYS, PARKS, CANALS, AND RIGHTS-OF-WAY, OR ANY DRAINAGE FACILITIES FOR THE LANDS SHOWN ON THIS PLAT OF CONTINENTAL COUNTRY CLUB, INC. RECORDS FIRST BOOK OF PLATS OF SUMTER COUNTY, FLORIDA, PAGE 69.

Donald W. Brown
Donald W. Brown, President
Robert D. Brown
Robert D. Brown, Assistant Secretary

STATE OF FLORIDA COMMISSIONER OF SUMTER
THIS IS TO CERTIFY THAT ON 1/23/58, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED DONALD W. BROWN AND ROBERT D. BROWN, RESPECTIVELY PRESIDENT AND ASSISTANT SECRETARY OF THE ABOVE NAMED CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME SHOWN TO BE THE INDIVIDUALS AND OFFICERS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THEREON; AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HERE TO SET MY HAND AND SEAL OF OFFICE ABOVE SAID.
MY COMMISSION EXPIRES 5-23-58

Robert D. Brown
Robert D. Brown, Assistant Secretary

CERTIFICATE OF SURVEYOR
KNOW ALL MEN BY THESE PRESENTS, THE UNDERSIGNED BEING A LICENSED REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON 1-23-58 HE COMPLETED THE SURVEYS OF THE LANDS IN THE FOREGOING PLAT, THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREON DESCRIBED AND PLATTED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON AS REQUIRED BY CHAPTER 87, FLORIDA STATUTES AND THAT SAID LANDS ARE IN SUMTER COUNTY, FLORIDA.

DATED 1/23/58

John A. Brown
John A. Brown, Surveyor

CERTIFICATE OF APPROVAL BY ZONING COMMISSION
I HEREBY CERTIFY THAT THE LANDS CONTAINED HEREIN ARE ZONED PROPERLY AND THAT THE DEVELOPMENT HAS PROCEEDED THROUGH SUBDIVISION REQUIREMENTS. (FURTHER CERTIFY THAT I HAVE PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS FOR RECORDATION IN THE SUMMER OF THESE MEETINGS ON APPROVAL DATE, CERTIFICATED BY THE COUNTY ATTORNEY, COUNTY ENGINEER AND COUNTY SANITARIAN.)

THIS IS TO CERTIFY THAT ON 1/23/58, 1955
THE ZONING DIRECTOR APPROVED THE FOREGOING PLAT.

John A. Brown
John A. Brown, Zoning Director

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY THAT ON 1/23/58, 1955, THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA.

DATED 1/23/58

John A. Brown
John A. Brown, Clerk of Board

CERTIFICATE OF CLERK
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLETES THE FORM WITH ALL REQUIREMENTS OF CHAPTER 87, FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN SUMTER COUNTY, FLORIDA, AT PLAT BOOK 4, PAGE 69.

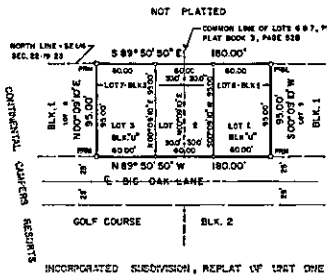
Donald W. Brown
Donald W. Brown, Clerk of Circuit Court
By *Robert D. Brown*

NOTARY PUBLIC
I, *John A. Brown*, Notary Public for the State of Florida, do hereby certify that the foregoing plat was duly executed and acknowledged before me on 1-23-58, 1955, by the persons whose names are subscribed to the same.

MY COMMISSION EXPIRES 5-23-58

John A. Brown
John A. Brown, Notary Public

DESCRIPTION: 1.
LOTS 4 & 7, BLOCK 2, ACCORDING TO THE PLAT OF CONTINENTAL CAMPER RESORTS, INCORPORATED SUBDIVISION, REPLAT OF FIRST ONE AS RECORDED IN PLAT BOOK 3, PAGE 82, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



NOTES:
1. BEARINGS ARE ON AN ASSUMED MERIDIAN.
2. LOT DIMENSIONS AS SHOWN ARE TO RIGHT-OF-WAY, CENTERLINE TO CENTERLINE OF STREETS.
3. STREETS AS SHOWN ARE PRIVATE.
4. LOTS TO BE SERVED WITH WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS.
5. ALL LOTS SUBJECT TO A 75 FT UTILITIES EASEMENTS ON SIDE AND REAR LOT LINES, UNLESS OTHERWISE NOTED.
6. BLOCK DESIGNATION-BEING WITH THE LETTER 'A'

LEGEND:
D = FOUND (NON PPE-UNAPPROVED)
= 1 LP (NON PPE)

TITLE CERTIFICATE
THIS IS TO CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE ABOVE DESCRIBED REAL PROPERTY IN SUMTER COUNTY, FLORIDA, FROM EARLIEST RECORDS TO DATE AND HAVE BASED ON SAID EXAMINATION, I FIND THE FEE SIMPLE TITLE HERETO VESTED IN DONALD W. BROWN, SUBJECT TO THE FOLLOWING:

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
2. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
3. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
4. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HEREUPON OR HEREFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. ANY ADVERSE CLAIM TO ANY PORTION OF SAID LAND WHICH HAS BEEN CREATED BY ARTIFICIAL MEANS OR HAS ACCRUED TO ANY SUCH PORTION TO CREATED AND SPANIAN RIGHTS, IF ANY.
6. 1964 REAL ESTATE TAXES IN THE AMOUNT OF \$432.96 AS TO LOT 7 AND \$190.00 AS TO LOT 8, AND SUBSEQUENT YEARS.
7. MORTGAGE SECURED BY DONALD W. BROWN IN FAVOR OF BANKIT BANK OF LAKE COUNTY, N.A., DATED JULY 24, 1954 AND FILED AUGUST 8, 1954 IN OFFICIAL RECORD BOOK 892, PAGE 632, GIVEN TO SECURE THE ORIGINAL SUM OF \$75,000.00.
8. EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., FILED JUNE 7, 1953 IN OFFICIAL RECORD BOOK 48, PAGE 11 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
9. EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., FILED OCTOBER 18, 1953 IN OFFICIAL RECORD BOOK 82, PAGE 81, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
10. EASEMENT TO FLORIDA POWER CORPORATION, FILED JANUARY 22, 1955 IN OFFICIAL RECORD BOOK 88, PAGE 10 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

11. EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., FILED FEBRUARY 2, 1952 IN OFFICIAL RECORD BOOK 125, PAGE 70 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
12. EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., FILED JUNE 7, 1953 IN OFFICIAL RECORD BOOK 48, PAGE 11, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
13. EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., FILED MARCH 18, 1953 IN OFFICIAL RECORD BOOK 47, PAGE 11, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
14. EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., FILED MARCH 18, 1953, IN OFFICIAL RECORD BOOK 47, PAGE 11, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
15. RESTRICTIONS FILED NOVEMBER 19, 1955 IN OFFICIAL RECORD BOOK 147, PAGE 85 AS AMENDED IN OFFICIAL RECORD BOOK 190, PAGE 118 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
16. ASSIGNMENT TO AMENDED AND REVISED DECLARATION OF RESTRICTIONS FILED 10/13/55 IN O.R. BOOK 278, PAGE 418, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
17. EASEMENT TO J.C. BAILEY AND MARGIE BAILEY, RECORDED IN DEED BOOK 185, PAGE 418, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

C. John Cornelius
C. John Cornelius, P.A.
Attorney at Law

MORTGAGEE'S CONSENT
THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN, OR OTHER ENCUMBRANCE UPON THE ABOVE DESCRIBED PROPERTY, AND THAT THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED ABOVE BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE, LIEN, OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORD BOOK 88, PAGE 10, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE DEDICATION.

WITNESSES:
Donald W. Brown
Donald W. Brown, President
Robert D. Brown
Robert D. Brown, Assistant Secretary

NOTARY PUBLIC
I, *John A. Brown*, Notary Public for the State of Florida, do hereby certify that the foregoing plat was duly executed and acknowledged before me on 1-23-58, 1955, by the persons whose names are subscribed to the same.

MY COMMISSION EXPIRES 5-23-58

John A. Brown
John A. Brown, Notary Public

COMPOSITE



Page 100 of 100



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

RECEIVED

NOV 12 2024

City Of Wildwood
Development Services Dept

November 4, 2024

BRADLEY JOHN J III & MROZ BARBARA (TTEES)
108 GATOR CT
WILDWOOD, FL 34785

Your Parcel Number(s): G27B007

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

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

APPLICANT: Austin Floeter
OWNERS: Matthew R Floeter
CASE NUMBER: AN 2410-005
PARCEL NUMBERS: G27B010

The subject property is located at 102 Gator Court.

A first hearing before the City Commission will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **November 25, 2024 at 7 P.M.** and a final reading to be held on **December 9, 2024 at 9 A.M.**

[fill in] proposes a voluntary annexation of the above listed parcels.

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

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

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

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



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

November 4, 2024

SMITH KENNETH D & LINDA M
102 FOX CT
WILDWOOD, FL 34785

Your Parcel Number(s): G27B016

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

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

APPLICANT: Austin Floeter
OWNERS: Matthew R Floeter
CASE NUMBER: AN 2410-005
PARCEL NUMBERS: G27B010

RECEIVED

NOV 14 2024

The subject property is located at 102 Gator Court.

A first hearing before the City Commission will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **November 25, 2024 at 7 P.M.** and a final reading to be held on **December 9, 2024 at 9 A.M.**

City Of Wildwood
Development Services Dept

[fill in] proposes a voluntary annexation of the above listed parcels.

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

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

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

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



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

November 4, 2024

BUSS RONALD R & LINDA G TTEES
3110 KELLYGREEN DR
ANGOLA, IN 46703

Your Parcel Number(s): G27B015

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

NO CHANGES WILL BE MADE TO YOUR PROPERTY.

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

APPLICANT: Austin Floeter
OWNERS: Matthew R Floeter
CASE NUMBER: AN 2410-005
PARCEL NUMBERS: G27B010

The subject property is located at 102 Gator Court.

A first hearing before the City Commission will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **November 25, 2024 at 7 P.M.** and a final reading to be held on **December 9, 2024 at 9 A.M.**

[fill in] proposes a voluntary annexation of the above listed parcels.

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

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

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

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

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: AN 2410-004 Kylie Annexation

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant/owners Shirley A. Rhoton and Debra Lee Angell Drawdy have submitted a voluntary annexation application for parcel G05-258. The property to be annexed totals 4.82 acres MOL and is generally located approximately 0.38 miles west of the CR 134 and E C 462 intersection, south along CR134.

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."

There is currently a mobile home on the property with plans for an additional mobile home for family care. Utilities are not located within 1,000 feet of the property and, based on the Code of Ordinances Chapter 19, connection will not be required at this time. Should either the well or septic system fail in the future and utilities are available, connection will be required.



Amanda Bondi
Planner II, Development Services

ORDINANCE NO. O2024-83

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 4.82 ACRES GENERALLY LOCATED APPROXIMATELY 0.38 MILES WEST OF THE CR 134 AND E C 462 INTERSECTION, SOUTH ALONG CR 134, IN SECTION 5, 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 generally located approximately 0.38 miles west of the CR 134 and E C 462 intersection, south along CR 134, 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 Shirley Rhoton and Debra Lee Angell-Drawdy, is more particularly described as follows:

G05-258

Shirley Rhoton & Debra Lee Angell-Drawdy

4.82 +/-

LEGAL DESCRIPTION

NW ¼ OF NW ¼ OF NE1/4, LESS COMMENCE AT NW CORNER OF NW ¼ OF NW ¼ OF NE ¼ FOR POINT OF BEGINNING; RUN S 89 DEG 59' 25" E 270.0 FEET; S 00 DEG 05'51"E 331.77 FEET; S 89 DEG 59'09" E 117.37 FEET; S 00 DEG 00'51" W 331.77 FEET N 89 DEG 59'09" W 386.72 FEET; N 00 DEG 05'51" W 663.52 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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

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

SECTION 8. SCRIVENER'S ERROR. The city attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

DONE AND ORDAINED this _____ day of _____, 2025, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

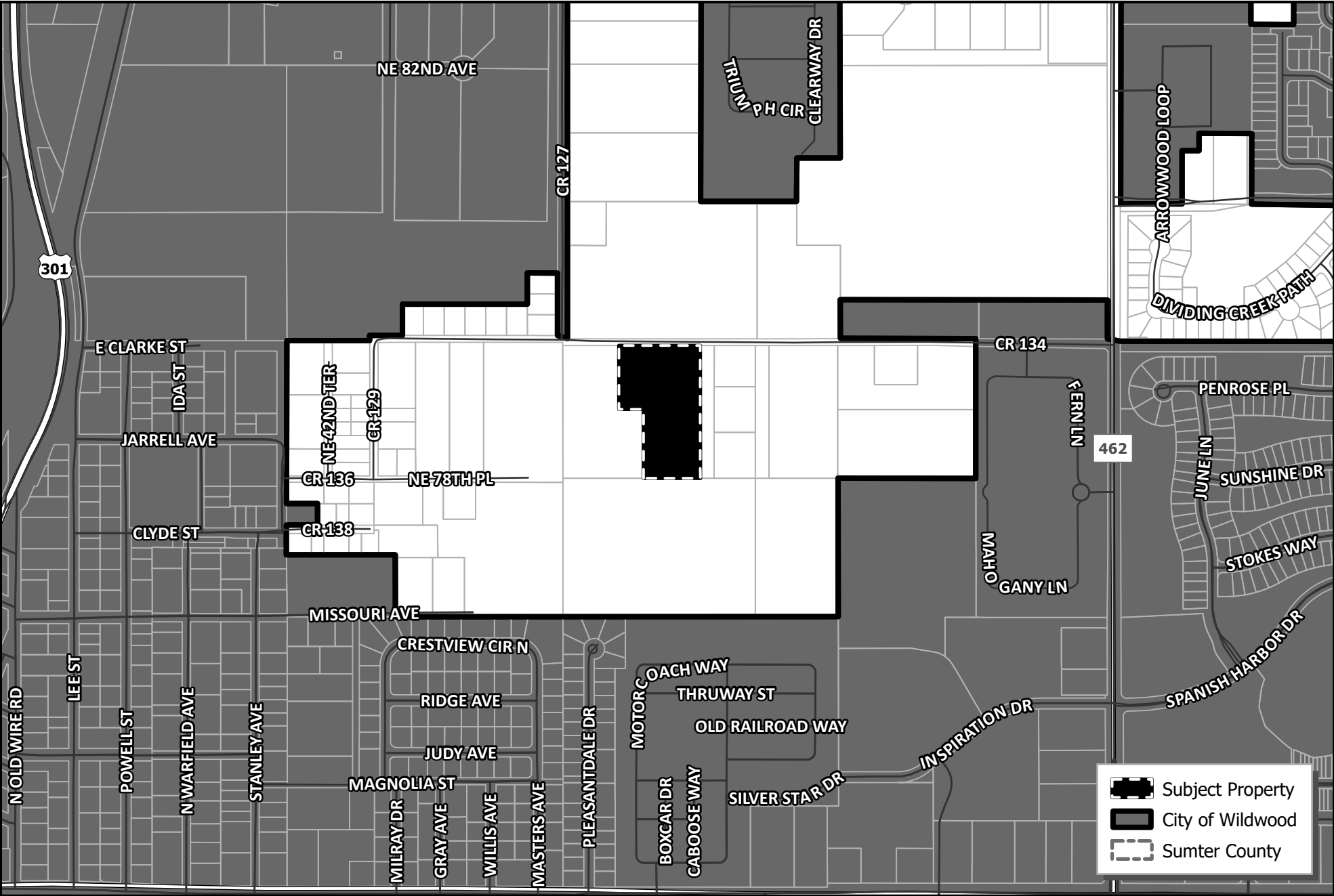
ATTEST: _____
Jessica Barnes, City Clerk

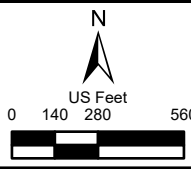
First Reading: _____

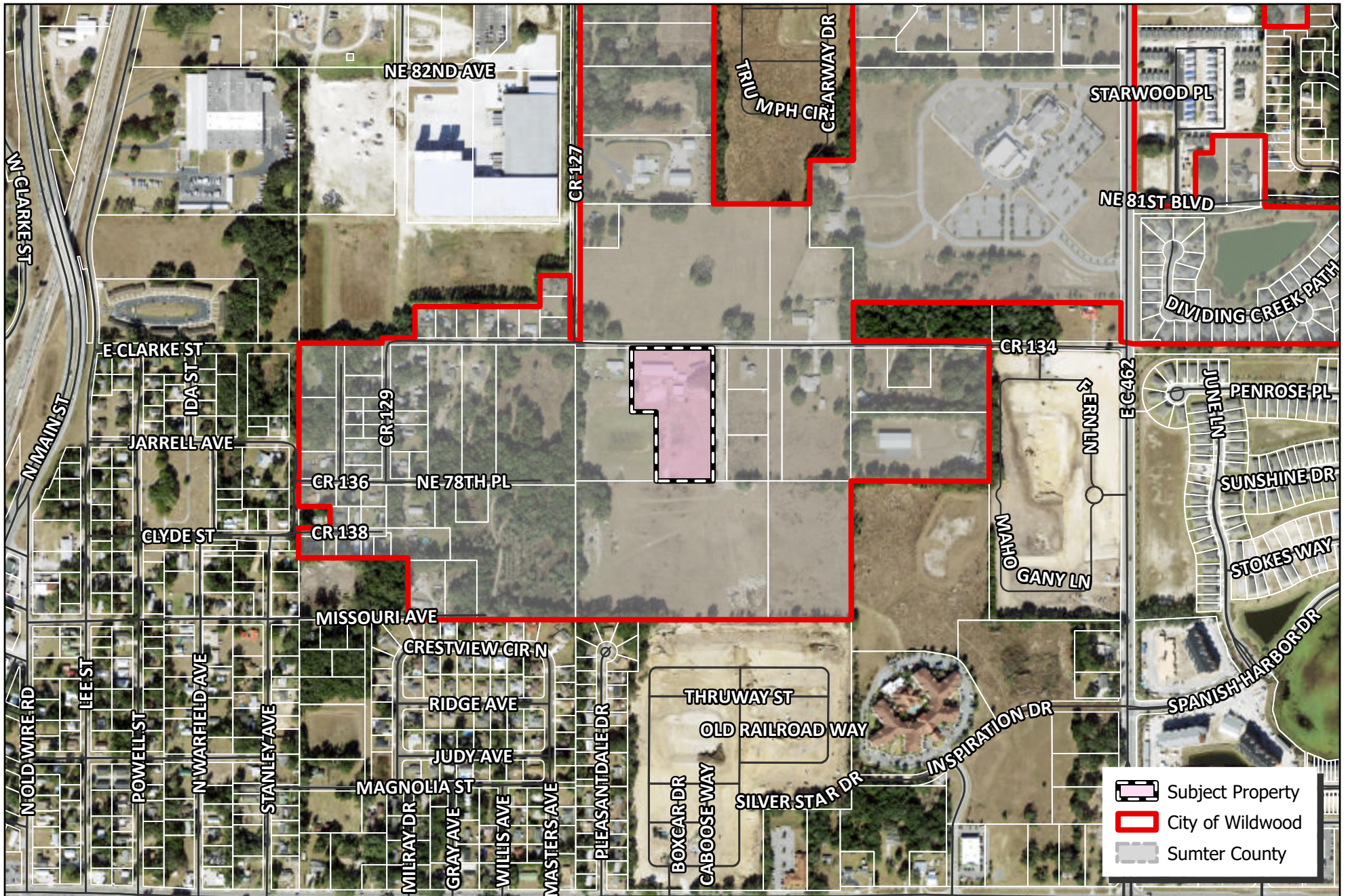
Second Reading: _____

Approved as to form:

City Attorney



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 US Feet 0 140 280 560	AN 2410-004 KYLIE ANNEXATION PARCEL G05-258	MAP 1A LOCATION MAP NOV 2024



 Subject Property
 City of Wildwood
 Sumter County

 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 0 0.01020.040.060.08  Miles	AN 2410-004 KYLIE ANNEXATION PARCEL G05-258	MAP 1B LOCATION MAP NOV 2024
---	---	--	--	---



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Wildwood website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: O2024-83

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, a business impact estimate is not required by state law¹ for the proposed ordinance. This 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.

¹ See Section 166.041(4)(c), Florida Statutes.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Pay Application No. 9 and Change Order request - Main Street Parking Garage

REQUESTED ACTION: Staff recommends approval of Pay Application No. 9 in the amount of \$51,652.55 and Change Order request in the amount of \$11,766.98.

CONTRACT:

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

In August 2023, the City Commission approved a design-build contract with Finrock Construction, LLC for the construction of the Main Street Parking Garage. Attached is pay application No. 9 in the amount of \$51,652.55.

Additionally attached is Change Order request No. 9 reflecting the additions of 25 CCTV cameras for security including conduit, installation of bollards on the west side of the garage, and installation of signage for hours of operation.

The net increase in cost totals \$11,766.98 inclusive of unused funds from the total contract price.

The city's consultant for the project, Ket West, Principal Architect with CPH Consulting, and staff have reviewed the pay application, change order request, and supporting documentation for accuracy.

Requisition



TO CLIENT:

City of Wildwood
100 North Main Street
Wildwood, FL 34785

FROM CONTRACTOR:

Finrock Construction, LLC
2400 Apopka Blvd
Apopka, FL 32703

CONTRACT FOR:

Wildwood Parking Garage

PROJECT:

Wildwood PG
301 N. Main Street
Wildwood, FL 34785

VIA ARCHITECT:

Finrock Design, LLC
2400 Apopka Blvd
Apopka, FL 32703

APPLICATION NO:

009

PERIOD TO:

11/30/2024

PROJECT NOS:

C22008

CONTRACT DATE:

8/23/2023

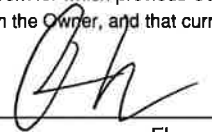
CONTRACTOR'S APPLICATION FOR PAYMENT

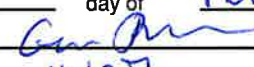
Application is made for payment as shown below, in connection with the Contract.
Continuation Sheet is attached.

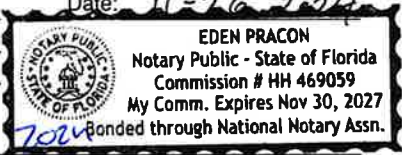
1. ORIGINAL CONTRACT SUM	\$6,315,602.00
2. Net change by Change Order	-\$2,384,866.96
3. CONTRACT SUM TO DATE	\$3,930,735.04
4. TOTAL COMPLETED & STORED TO DATE	\$3,743,804.68
5. RETAINAGE:	
a. Completed Work	\$0.00
b. Stored Material	\$0.00
Total Retainage	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$3,743,804.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$3,692,152.13
8. CURRENT PAYMENT DUE	\$51,652.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$186,930.36

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$119,275	\$2,504,142
Total approved this month	\$0	\$0
TOTALS	\$119,275	\$2,504,142
NET CHANGES by Change Order		(\$2,384,867)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and the 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 herein is now due.

CONTRACTOR: 

By: _____
State of: _____ FL
County of: _____ orange
Subscribed and sworn to before me this: 7th day of November 2024
Notary Public: 
My Commission expires: 11/27



Approved for payment

Ket West
12/2/2024

Ket West

Digitally signed by Ket West
DN: C=US,
E=kwest@cphcorp.com,
O=CPH, CN=Ket West
Reason: I have reviewed this document
Date: 2024.12.02 14:00:02-05'00'

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractors's signed Certification, is attached.

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:

009

APPLICATION DATE:

11/25/2024

PERIOD TO:

11/30/2024

PROJECT NOS:

C22008

A	B	C	D	E	F	G	H		I	J
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Stored		Total Completed & Stored to Date (D+E+F+G)	% (H / C)	Balance to Finish (C-H)	Retainage
			From Prev/Material Installed	This Period	From Prev (Not in D or E)	Curr Stored (Not in D or E)				
001	Division 01 - General Requirements	\$340,728.00	\$340,728.00	\$0.00	\$0.00	\$0.00	\$340,728.00	100.00%	\$0.00	\$0.00
002	Division 02 - Sitework	\$160,000.00	\$160,000.00	-\$74,425.00	\$0.00	\$0.00	\$85,575.00	53.48%	\$74,425.00	\$0.00
003	Division 03 - Concrete	\$3,484,333.00	\$3,484,333.00	\$0.00	\$0.00	\$0.00	\$3,484,333.00	100.00%	\$0.00	\$0.00
004	Division 04 - Masonry	\$78,498.00	\$78,498.00	\$0.00	\$0.00	\$0.00	\$78,498.00	100.00%	\$0.00	\$0.00
005	Division 05 - Metals	\$389,755.00	\$389,755.00	\$0.00	\$0.00	\$0.00	\$389,755.00	100.00%	\$0.00	\$0.00
006	Division 07 - Thermal & Moisture Protection	\$107,312.00	\$107,312.00	\$0.00	\$0.00	\$0.00	\$107,312.00	100.00%	\$0.00	\$0.00
007	Division 08 - Openings	\$18,400.00	\$18,400.00	\$0.00	\$0.00	\$0.00	\$18,400.00	100.00%	\$0.00	\$0.00
008	Division 09 - Finishes	\$77,137.00	\$77,137.00	\$0.00	\$0.00	\$0.00	\$77,137.00	100.00%	\$0.00	\$0.00
009	Division 10 - Specialties	\$90,939.00	\$90,939.00	\$0.00	\$0.00	\$0.00	\$90,939.00	100.00%	\$0.00	\$0.00
010	Division 12 - Furnishings	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00	\$0.00
011	Division 14 - Conveying Systems	\$129,000.00	\$129,000.00	\$0.00	\$0.00	\$0.00	\$129,000.00	100.00%	\$0.00	\$0.00
012	Division 21 - Fire Prevention	\$44,000.00	\$44,000.00	\$0.00	\$0.00	\$0.00	\$44,000.00	100.00%	\$0.00	\$0.00
013	Division 22 - Plumbing	\$96,004.00	\$96,004.00	\$0.00	\$0.00	\$0.00	\$96,004.00	100.00%	\$0.00	\$0.00
014	Division 23 - HVAC	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$0.00
015	Division 26 - Electrical	\$269,386.00	\$269,386.00	\$0.00	\$0.00	\$0.00	\$269,386.00	100.00%	\$0.00	\$0.00
016	Division 28 - Electronic Safety & Security	\$4,461.00	\$4,461.00	\$0.00	\$0.00	\$0.00	\$4,461.00	100.00%	\$0.00	\$0.00
017	Division 31 - Earthwork	\$42,241.00	\$42,241.00	\$0.00	\$0.00	\$0.00	\$42,241.00	100.00%	\$0.00	\$0.00
018	Division 32 - Surface Improvements	\$220,000.00	\$110,000.00	\$46,064.86	\$0.00	\$0.00	\$156,064.86	70.94%	\$63,935.14	\$0.00
019	Division 33 - Utilities	\$120,000.00	\$60,000.00	\$11,429.78	\$0.00	\$0.00	\$71,429.78	59.52%	\$48,570.22	\$0.00
020	Design Fees	\$269,000.00	\$269,000.00	\$0.00	\$0.00	\$0.00	\$269,000.00	100.00%	\$0.00	\$0.00
021	Builders Risk	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
022	Bond	\$18,628.00	\$18,628.00	\$0.00	\$0.00	\$0.00	\$18,628.00	100.00%	\$0.00	\$0.00
023	General Contractor's Fee	\$315,780.00	\$300,938.34	\$14,841.66	\$0.00	\$0.00	\$315,780.00	100.00%	\$0.00	\$0.00
024	C22008.001 - CO#01 - ODP	-\$2,455,490.10	-\$2,455,490.10	\$0.00	\$0.00	\$0.00	-\$2,455,490.10	100.00%	\$0.00	\$0.00
025	002 - CO#02 - CE #01-04	\$33,083.36	\$33,083.36	\$0.00	\$0.00	\$0.00	\$33,083.36	100.00%	\$0.00	\$0.00
026	C22008.003 - CO#03 - Underground Foundations Add, ODP and Laydown Deduct	\$37,539.78	\$37,539.78	\$0.00	\$0.00	\$0.00	\$37,539.78	100.00%	\$0.00	\$0.00
027	C22008.004 - CO#04 - Schedule Update	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
	Cumulative Totals	\$3,930,735.04	\$3,745,893.38	-\$2,088.70	\$0.00	\$0.00	\$3,743,804.68	95.24%	\$186,930.36	\$0.00

CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of FIFTY-ONE THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND FIFTY-FIVE CENTS (\$51,652.55), hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 11-30-2024 to (City of Wildwood) on the job of Wildwood PG for the following property:

***Wildwood PG
301 N. Main Street
Wildwood, FL 34785***

This Waiver and Release may be executed by copied, scanned or other electronic means, which shall be deemed, and as enforceable as, an original signature.

Exceptions:

This waiver and release does not cover the following:

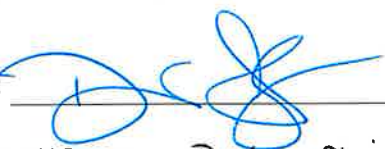
This waiver and release does not cover any retention or labor, services or materials furnished after the date specified above.

**THIS WAIVER AND RELEASE IS EXPRESSLY CONDITIONED UPON RECEIPT AND
CLEARANCE OF THE ABOVE FUNDS**

DATED on 26th day of November, 2024.

LIENOR:

Finfrock Construction, LLC

By: 

Printed Name: David Shirley

Printed Title: Sr. Project Manager

Owner Change Order



Project: Wildwood PG

301 N. Main Street

Wildwood, FL 34785

Project #: C22008

Date: 9/17/2024

TO OWNER: City of Wildwood

100 North Main Street

Wildwood, FL 34785

Date of Agreement: 9/17/2024

Subcontract/Purchase Order No.: C22008

Change Order No.: **C22008.005**

The work covered by this Change Order shall be performed under the Terms and Conditions as that included in the Original Contract. Scope of Contract shall be revised to include all labor, materials, tools, equipment, supervision, overhead and profit to complete the following:

Cost Code	Description	Amount
02-024113A-4480	Selective Site Demo Allowance - Final True Up	\$419.00
02-024115A-4480	Utility Line Removal Allowance - Final True Up	(\$4,087.00)
31-311000A-4480	Earthwork Allowance - Final True Up	\$43,361.00
33-331000A-4480	Utilities Allowance - Final True Up	(\$48,570.22)
45-450000-4580	Bond Adjustment - Allowance True Up	\$275.18
55-550000-4890	Design Builder Fee - Allowance True Up	\$2,779.32
02-021010A-4480	Mobilization Allowance - Final True Up	(\$70,757.00)
89-890000-4480	C.E.S. ODP Material Reconciliation	\$682.02
89-891000-4480	C.E.S. ODP Tax Reconciliation	\$47.74
32-321000A-4480	Furnish and install irrigation for existing West elevation sod.	\$13,803.00
89-891000-4480	C.E.S. ODP Tax Corrections	(\$25.00)
26-262717-4480	Refeed sidewalk light poles at east elevation (directly in front of the garage) to the parking garage panel.	\$4,838.00
40-403420-4480	Finfrock Design Services for added scope of CCTV cameras, bollards, and light pole electrical relocation.	\$4,850.00

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Contract Documents may be executed and delivered by e-mail or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by e-mail or other electronic means as if the original had been received.

This Change order shall not be modified or amended in any way except as otherwise expressly provided herein.

01-010301-4380	General Requirements including Finfrock supervision, mileage reimbursement, equipment/material to perform work in an open garage, and porta/restroom for the added scope of CCTV cameras, bollards, signage, irrigation and light pole electrical relocation. Permit fees are excluded from this change order.	\$35,241.66
05-055010-4480	Additional bollards and curb on the west elevation near the vehicular entrance per markup shared 8-29-2024	\$1,100.00
10-101423-4480	Additional Signage (Change Address and Add Closing Hours)	\$1,320.30
26-262717-4480	Furnish and install (25) CCTV cameras per Security Solutions of Central Florida's revised layout shared on 11/22/2024. Unpainted 1" conduits to electric room, run overhead. Where (2) cameras are in close proximity, a single homerun conduit will be provided. Conduits will be run on exterior of garage for cameras located at exterior.	\$112,182.00
32-321000A-4480	Surface Improvements - Final True Up	(\$103,401.07)
55-550000-4890	Design Builder Fee	\$15,953.20
45-450000-4580	Bond Adjustment	\$1,754.85
Total:		\$11,766.98

Original Contract Value was.....	\$6,315,602.00
Sum of fully executed changes by prior Contract Change Orders.....	(\$2,384,866.96)
Contract Value prior to this Contract Change Order with fully executed change orders was....	\$3,930,735.04
Contract Value will be changed by this Contract Change Order in the amount of.....	\$11,766.98
Contract Value including this Contract Change Order will be.....	\$3,942,502.02
The Original Substantial Completion date was.....	7/15/2024
Sum of all Duration Changes prior to this Contract Change Order.....	60 Days
This Contract Change Order will change the duration by.....	0 Days
The revised Substantial Completion date as of this Contract Change Order is.....	9/13/2024

IF NO ADJUSTMENT IS MADE, THE CONTRACT TIME FOR PERFORMANCE REMAINS UNCHANGED.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Contract Documents may be executed and delivered by e-mail or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by e-mail or other electronic means as if the original had been received.

Finfrock Construction, LLC	City of Wildwood
CONTRACTOR	TO OWNER
2400 Apopka Blvd	100 North Main Street
Apopka, FL 32703	Wildwood,FL 34785
Address	Address
Signature 	Signature 
Printed <u>Kathryn Matuda</u>	Printed <u>Ket West</u>
Date <u>2024.12.03</u>	Date <u>2024.12.03</u>
	<u>08:52:27-05'00'</u>

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Authorization to Enter into an Agreement with Jones Edmunds for Asset Management System Development

REQUESTED ACTION: Staff recommends approval of the agreement and funding authorization as outlined.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department: Public Works

BUDGET IMPACT: Funding for this service will be allocated from 001-541-3100 (Professional Services).

HISTORY/FACTS/ISSUES:

Staff seeks commission approval to enter into an agreement with Jones Edmunds for the development and implementation of the Asset Management System (AMS), utilizing Trimble Unity Maintain. This system is designed to enhance the city's ability to efficiently track, manage, and maintain public works assets, improving overall operational effectiveness. The proposed scope of services includes detailed implementation steps such as system configuration, design, training, and ongoing support to ensure a successful roll-out. The agreement is based on a piggyback contract for professional services (Contract No: 23-06-PSA-ENG-JE) and includes a not-to-exceed amount of \$113,990.

11/26/2024

Jeremy Hockenbury, Public Works Director
City of Wildwood
743 Huey Street
Wildwood, FL 34785

RE: Wildwood Cityworks Re-Implementation

Dear Mr. Hockenbury,

The City of Wildwood (Wildwood) Public Works Department (PWD) has been using Cityworks Asset Management System (Cityworks) hosted as a Domain within Sumter County's Cityworks system. PWD is interested in establishing their own Cityworks hosted by Trimble in the cloud to allow for greater control over the City's configuration, user experience, and data reporting.

Jones Edmunds received a backup copy of Sumter County's Cityworks database and has access to Wildwood GIS in Wildwood's ArcGIS Online (AGOL) environment. Jones Edmunds reviewed Wildwood's GIS and current Cityworks configuration in preparation for initial discovery meetings with PWD's business/operation groups.

During a Project Discovery Phase, Jones Edmunds met with stakeholders from Stormwater, Trees, Facilities, Road & Bridge, Right-of-Way (ROW), and Signs & Lines to understand the current Cityworks configuration and identify desired changes for workflow optimization within their own Cityworks AMS.

A meeting was also scheduled with the City of Wildwood's GIS group for an understanding of the state of development of PWD GIS layers for use within Cityworks. Several PWD layers are currently in AGOL and can be used in Cityworks for linking work activities to specific assets. We understand that Wildwood GIS staff are working to identify the most current and complete PWD GIS data in AGOL for use in Wildwood's new Cityworks.

With the transition to Trimble's cloud, Wildwood can move into the most current version of the Cityworks platform, Trimble Unity Maintain. Trimble Unity Maintain is available to clients hosted by Trimble. This Scope outlines the Tasks involved in configuration of Wildwood's Trimble Unity Maintain website to meet the needs of the PWD, staff training, and Go-Live support.

SCOPE OF SERVICES

TASK 1 GIS IMPLEMENTATION FOR TRIMBLE UNITY MAINTAIN

Jones Edmunds and Wildwood's GIS team discovered several layers hosted in AGOL that were created by PWD staff around 2020/2021:

- Green Areas (where mowing occurs)
- Sidewalks
- Curb
- Sign Layers
- Streetlights and Decorative Area Lights
- Pavement Marking Layers: RPM and Striping
- Holiday Decoration Banners and Brackets
- School Zone Signal Lights

These layers along with Pavement, Road, and Buildings layers will primarily support tracking maintenance activities to specific assets. Additional GIS layers or related tables for major facility components such as roofs, HVAC units, etc. may be developed by Wildwood as desired. Trimble Unity Maintain can help with GIS data management through automated attribute updates and missing asset identification and correction.

For GIS to integrate with Trimble Unity Maintain, a unique identifier (often named the 'FacilityId') is required for each asset. Jones Edmunds will work with PWD to develop a methodology for assigning and maintaining unique FacilityIds for PWD assets.

Additional GIS attribute fields that provide enhanced Trimble Unity Maintain functionality include:

- Address (text, 150) – auto-populates the Trimble Unity Maintain Work Order (WO) Address field when an asset is selected then a WO created.
- Location (text, 250) – auto-populates the WO Location Details field when an asset is selected then a WO created. Also auto-populates the Inspection (Insp) Location fields when an asset is selected then an Insp created.
- Warranty (Text, 100) – Description of the specific warranty associated with an asset as needed.
- WarrantyDate (Date) – The warranty's expiration date. Assets currently under a warranty are flagged as such when brought into a WO.
- Condition (Numeric, 10) – An asset's overall condition score as a numeric value. Trimble Unity Maintain Insp templates can be configured with Observations that have weights and scores and calculate an overall condition that populates this GIS field.
- ConditionDate (Date) – The Date the Condition Score was applied to an asset. Can be auto-populated using the Inspection Date of the Trimble Unity Maintain Insp template designed for asset condition scoring.

Trimble Unity Maintain Insp forms can be developed to auto-update GIS asset information such as:

- Static Information – Material, size, manufacturer, serial number, etc.
- Dates – Install date, date last replaced, date last inspected, etc.
- Dynamic Data – Readings, condition, etc.

Wildwood had noted a desire to track the following information within Trimble Unity Maintain templates:

- In/out of City limits
- In/out of Utilities Service Area
- Zones
- In/out of MS4 Permit Area

Wildwood GIS and PWD were to discuss whether to adopt the Utilities Zone layer or develop a PWD Zone layer to manage work locations in Trimble Unity Maintain and potentially for incorporation into asset FacilityIds. Wildwood GIS staff were also going to address breaking up the Right-of-Way (ROW) layer into street segment blocks. The ROW layer may be used in Trimble Unity Maintain to track work activity locations for assets not in GIS such as Tree maintenance activities.

Jones Edmunds will schedule a 1-hour meeting with Wildwood GIS staff to confirm authoritative layers have been identified for use in Trimble Unity Maintain and the general status of layers (level of data attribution and completeness of the geometry).

Jones Edmunds will review the PWD authoritative layers and identify any potential schema updates. Jones Edmunds will schedule a 1-hour meeting with the PWD stakeholder groups of Stormwater, Road & Bridge, and Facilities to review the layers that will be used in Trimble Unity Maintain, discuss the methodology to assign unique FacilityIds, and identify the desired approach for attribute and geometry data population and maintenance within Trimble Unity Maintain. Trimble Unity Maintain configuration in Task 2 will incorporate each group's desired GIS data maintenance approach.

Jones Edmunds will complete final schema updates and populate FacilityIds where needed. We will also use Task 1 for map services creation, publishing, and configuration of GIS assets in Trimble Unity Maintain for use with WO and Insp templates. Necessary permissions will be configured to secure GIS within the Trimble Unity Maintain application and to deploy employee Single-Sign-On (SSO).

City Responsibility: Wildwood GIS staff will provide Jones Edmunds with the layer names for the authoritative PWD asset layers in AGOL. Wildwood will provide Jones Edmunds with the necessary permissions in AGOL to publish map content and update asset schemas. PWD stakeholders will attend a GIS review meeting and provide direction on a desired approach for assigning unique FacilityIds and for asset geometry and data maintenance. Wildwood Information Technology (IT) will coordinate the SSO configuration in their Active Directory and/or AGOL as desired.

Deliverables: Jones Edmunds will meet with Wildwood GIS to get the list of authoritative PWD layers. We will review these layers and prepare recommendations for PWD stakeholders. Jones Edmunds will schedule a 1-hour meeting with the Stormwater, Road & Bridge, and Facilities stakeholders to discuss proposed schema changes, the methodology to assign unique FacilityIds, and to identify the desired approach for attribute and geometry data population and maintenance within Trimble Unity Maintain. We will configure Trimble Unity Maintain for SSO permissions and GIS security.

TASK 2 DRAFT CONFIGURATION AND WORKFLOW ENHANCEMENT MEETINGS

Jones Edmunds will establish a development Cityworks 23.7 site (Dev) on Jones Edmunds servers to use during workflow enhancement meetings. This site will utilize the Sumter County's Cityworks database provided to Jones Edmunds and updated to Cityworks version 23.7. Using information learned during Discovery meetings, Jones Edmunds will configure proposed SR, WO and Insp template modifications for review and feedback with PWD stakeholders. Reviews will use the Respond environment to get end-users accustomed to the Trimble Unity Maintain interface.

The Style Plug-In is a no-code solution to hide unused fields, modify field labels, and rearrange panels and fields for efficient top to bottom data input. Profiles are developed in Style and end-users assigned to the appropriate Profile(s). Respond Dashboards are like Office Inbox Tabs but have enhanced charting and data analysis capability. Jones Edmunds will make proposed modifications to existing Service Request (SR), WO, Insp templates, create example Profiles, and develop Dashboards to review with individual stakeholder groups for feedback.

Jones Edmunds will demonstrate the draft configuration during remote Workflow Enhancement Meetings to gather feedback from stakeholders. We have budgeted additional time for the Stormwater group based on their desire to incorporate National Pollution Discharge Elimination (NPDES) data capture and tracking to support annual reporting requirements.

We anticipate one 3-hour meeting with the following PWD group:

- Stormwater

We anticipate one 2-hour meeting with each of the following 3 PWD groups:

- Signs and Pavement Markings (Lines) & Right-of-Way
- Road & Bridge
- Facilities

We anticipate one 1-hour meeting with the following PWD group:

- Tree Maintenance

Representatives from all levels of each group – from field crews to supervisors and managers – will be asked to participate in the workflow review and discussion meetings and provide Jones Edmunds with feedback and direction for optimizing the platform for use by PWD.

The planned configuration review meeting objectives will include:

- Review of draft Respond Dev configuration with a focus on:

- Are additional changes to SR, WO, and Insp templates needed?
- Are Custom Fields for additional data tracking per WO template needed?
- Is the design of Respond Dashboards for workflow tracking and data analysis appropriate for workflows? Or are changes desired?
- Feedback on drafted Style Profiles for improved user interaction with SR, WO, and Insp templates in Respond.
- Are current end-user pain points and desires for improved efficiencies addressed?

Jones Edmunds will provide PWD with logins to this drafted Dev site for a 2-week period of testing and for PWD to gather final change requests. After the testing period, Jones Edmunds will configure Dev with the final change requests submitted by PWD.

City Responsibility: PWD staff will provide Jones Edmunds with desired configuration updates during the draft configuration review meetings. PWD stakeholders from each group will log into the Dev site and gather all feedback for final configuration updates desired.

Deliverables: Jones Edmunds will establish a 23.7 Cityworks Dev website based on the Sumter County's Cityworks database. We will make initial template modifications based on information learned during Discovery meetings. Jones Edmunds will configure Style Profiles and build Dashboards in Respond. We will then meet with the various PWD groups to review the draft configuration and get feedback. Jones Edmunds will update the Dev site based on feedback, then will allow PWD stakeholders access to the Dev site for a 2-week testing period. We will make additional configuration updates based on final feedback.

TASK 3 CONFIGURE PRODUCTION TRIMBLE UNITY MAINTAIN

Jones Edmunds will coordinate with Trimble to have Wildwood's Trimble Unity Maintain site established for configuration with all the latest compatible versions of Plug-Ins available under Wildwood's license agreement. This site will be configured with the final templates, employees, equipment, material, permissions and GIS map services. If questions remain concerning employees and template group permissions, Jones Edmunds will schedule a meeting to discuss and finalize permissions configuration.

Jones Edmunds will also create all the necessary data queries and build Dashboards designed to meet the needs of PWD's end-user groups at Go-Live. Jones Edmunds will coordinate with IT and GIS staff for SSO configuration and testing.

Jones Edmunds will reconfigure Style Profiles in Trimble Unity Maintain and create one generic print template report for each template type (SR, WO, and Insp) to be used across PWD. Jones Edmunds will test print templates around Go-Live.

At the completion of the Trimble Unity Maintain Production site configuration, Jones Edmunds will coordinate with Trimble for a Sandbox site to be cloned from the Production site for use during training. This sandbox website will remain available to Wildwood staff in the future for subsequent staff training and/or development needs.

Deliverables: Jones Edmunds will configure Wildwood's Trimble Unity Maintain website with the approved configuration from Dev. Jones Edmunds will load current ELM information, develop SR, WO and Insp templates, create queries and Dashboards and configure Style Profiles for end-users. Jones Edmunds will establish map services and assets in Cityworks and support SSO configuration as needed. We will develop a print template for each template type (SR, WO, Insp) and test the established Trimble Unity Maintain site for Go-Live use.

TASK 4 END USER TRAINING

Jones Edmunds will develop a basic User Guide for general Respond end-user training for use across PWD groups. The User Guide will provide step-by-step instructions to create, complete, and close SRs, WOs, and Insp. The 23.7 Respond Dev environment will be used to develop the User Guides. A User Guide will also be provided to Wildwood showcasing the new ESRI-based tools in the new Map environment.

In addition to end-user training, Jones Edmunds has budgeted up to 4 hours for basic back-end Admin training for system administrators. This training will cover frequently used configuration items. Jones Edmunds recommends system administrators attend online classes hosted by Trimble for more in-depth experience with system administration topics.

Jones Edmunds will work with Wildwood stakeholders to identify and schedule training sessions for PWD's various end-user groups. We anticipate scheduling 3 consecutive days for on-site training sessions.

Topics and Respond application functionality covered during training include:

- Basic Respond functionality.
- Basic map functionality.
- SR templates – creation, updates, review, and close-out.
- WO templates – creation, updates, review, and close-out.
- INSP templates – creation, updates, review, and close-out.
- Dashboards.
- Admin Basics – Training for Trimble Unity Maintain administrators on back-end system configuration for commonly needed updates (new/inactive employees, material, and equipment, cloning templates, and adjusting WO custom fields).

To keep the project moving prior to having access to the configured Trimble Unity Maintain sandbox website, end-user User Guides will be developed, and potentially end-users trained, using the Cityworks 23.7 Dev website. When Wildwood goes live in the Trimble Unity Maintain environment, there are functionality improvements available that may not be captured in the User Guides. For instance, end-users will not be able to set start and finish times when adding labor to Work Orders in Cityworks 23.7, but setting start and finish times is available in Trimble Unity Maintain. Jones Edmunds will try to anticipate and note these changes in the user guides and during training.

Project stakeholders may not have access to the new Unity Field mobile application prior to Go-Live. Trimble Unity Field is not available in Cityworks version 23.7. Hence, Jones Edmunds will not be able to provide Trimble Unity Field User Guides. Introduction to Trimble Unity Field will have to occur after Go-Live in Unity when it becomes accessible. Trimble Unity Field provides end-users with the ability to continue entering information on mobile devices even if the internet is not accessible. Data stored in the application can be synced to the Cityworks database when internet connectivity is restored. If desired, Jones Edmunds can use part of Task 5 budget to schedule time for on-site instruction on how to use Trimble Unity Field.

City Responsibility: Wildwood stakeholders will coordinate with Jones Edmunds to develop and schedule training sessions for the various end-user groups.

Deliverables: Jones Edmunds will develop a User Guide for end-users for basic SR, WO, and INSP template creation, updates, review, and close-out. A User Guide will be created for map tools and functionality. One set of user guides will be developed and used across all end-user groups. Jones Edmunds will provide 1 trainer for 3 days of on-site training during which a separate Admin training session will be held for system administrators.

TASK 5 GO-LIVE SUPPORT

Task 5 will be used in the event post-transition adjustments are needed in the Trimble Unity Maintain platform. It has been our experience that clients often desire slight configuration modification during the first few weeks of Go-Live as they get accustomed to the new system and ideas are generated about how to make it better. Jones Edmunds wants our clients to be happy with their system and we will make minor modifications approved by the Wildwood Project Manager (PM) to the extent budget allows.

After the post Go-Live configuration modifications, Jones Edmunds will work with the Wildwood PM to prioritize any remaining budget.

Potential support activities (as budget allows) include:

- Additional Admin training: How to add or inactivate employees, material and equipment, and how to create new SR, WO, and Insp templates with appropriate permissions.
- Query and Dashboard training: How to create and save advanced queries and using them within a Dashboard to display data. Dashboard modifications, creating graphs, etc.
- Trimble Unity Field training: Maximum 1-day of on-site training with field staff to load Unity Field on mobile devices and provide an introduction on how to use Trimble Unity Field. Training can either be scheduled sessions with different user groups, or drop-in sessions, or a combination of both.
- Report generation: creation of specific report templates for printing needs.

City Responsibility: Wildwood will be flexible if for any reason Go-Live is delayed due to additional configuration requirements for appropriate Trimble Unity Maintain functionality. The Wildwood PM will work with Jones Edmunds to prioritize Task 5 support activities given available budget after post-Go-Live configuration activities.

Deliverables: Jones Edmunds will make every attempt to test and provide support to ensure PWD's Trimble Unity Maintain website is functioning as needed (i.e., end-users can log into the new website, GIS is working with secure permissions, Style Profiles are up to date, and SR, WO, and Insp default print templates work) at the scheduled Go-Live Date and Time or as soon as possible thereafter. Jones Edmunds will coordinate with the Wildwood PM to complete prioritized support activities until budget is expended.

ASSUMPTIONS

- Sumter County and their information technology consultant will provide a final Cityworks database backup (.bak) at the conclusion of PWD using Sumter's Cityworks site.
- The City of Wildwood will make AGOL and GIS data available for Jones Edmunds to use throughout this project.
- All work will be performed remotely, except for the meetings explicitly noted to take place on site.
- Jones Edmunds will not be doing any field data collection as part of this project.
- User guides will be developed using the Cityworks 23.7 Respond Dev interface for screenshots. Guides may lack some functionality that will be available only in Trimble Unity Maintain. Guides will not be adjusted after the Go-Live.
- The entire project budget will be made available for the implementation of requested efforts across all tasks.

SCHEDULE

Jones Edmunds proposes to complete the Unity Maintain configuration elements within 8 to 10 months of Notice to Proceed (NTP). An anticipated milestone schedule is provided below, assuming a NTP in December 2024.

Task and Deliverable	Target Month
Task 1 – Set up of a Cityworks 23.7 Dev site using Sumter's Cityworks database with available Plug-Ins configured.	December 2024
Task 2 – Draft Configuration and Workflow Enhancement Meetings	January/ February 2025
Task 2 – Dev Configuration finalization	March 2025
Task 2 – Wildwood Testing Period	March/April 2025
Task 4 – User Guides Development	April 2025
Task 4 – End User Training	May 2025
Task 5 – Configuration of Trimble Unity Maintain for Go-Live	May/June 2025

Task and Deliverable	Target Month
Task 4 – Introduction to Trimble Unity Field	June 2025
Task 5 – Ongoing Support	June/July 2025

COMPENSATION

Jones Edmunds will work with the City Project Manager to coordinate and schedule the on-site meetings based on the availability of City and Jones Edmunds resources. We expect preparation work to begin within 1 week after Notice to Proceed and draft configuration review/workflow enhancement meetings to conclude within 3 months after Notice to Proceed.

This task for the project will be completed on a time-and-materials basis. We propose a not-to-exceed fee of \$113,990.00.

These services will be performed under the Agreement Incorporating Piggyback Agreement for Professional Services (Professional Services Agreement No: 23-06-PSA-ENG-JE).

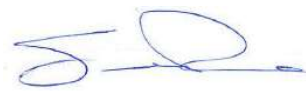
Task	Fee Not to Exceed
Task 1 – GIS Implementation for Cityworks	\$22,560
Task 2 – Draft Configuration and Workflow Enhancement Meetings	\$48,800
Task 3 – Prepare Production Cityworks Database	\$20,740
Task 4 – End-User Training	\$14,695
Task 5 – Go-Live Support	\$7,195
TOTAL	\$113,990

Thank you for the opportunity to assist you with this important project. If you have any questions, please feel free to contact me at 352 377-5821 or by email at skaufman@jonesedmunds.com.

Sincerely,



Suzanne Kaufman
Implementation Manager/Vice President
13545 Progress Blvd., Suite 100
Alachua, FL 32615



Sarah Parrish
Senior Project Manager
13545 Progress Blvd., Suite 100
Alachua, FL 32615
352.213.4545



PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF ST. AUGUSTINE BEACH AND CONSULTANT

Professional Services Agreement No: 23-06-PSA-ENG-JE

Table of Contents

ARTICLE I CONTRACT DOCUMENTS	3
1.1 The Contract Documents	3
ARTICLE II AGREEMENT TERM	3
ARTICLE III DEFINITIONS	3
3.1 Definitions.....	3
ARTICLE IV SERVICES.....	5
4.1 Scope of Services	5
ARTICLE V Schedule	5
ARTICLE VI COMPENSATION	6
6.1 General.....	6
6.2 Method of Payment.....	6
6.3 Withheld Payment.....	6
6.4 Final Payment	6
6.5 Availability of Funds	6
ARTICLE VII	7
OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY	7
7.1 Ownership of Work Product	7
7.2 Confidentiality	7
ARTICLE VIII.....	7
AUTHORIZED REPRESENTATIVE AND PERSONNEL.....	7
8.1 Authorized Representative.....	7
8.2 Personnel.....	7
ARTICLE IX SUBCONSULTANTS.....	7
9.1 Subconsultants	7
ARTICLE X CHANGES IN THE SERVICES	8
10.1 Changes in the Services	8
ARTICLE XI TERMINATION.....	8
11.1 Termination.....	8
ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT.....	9
12.1 Warranty of Performance.....	9
12.2 Indemnity	9
12.3 Infringement.....	9
ARTICLE XIII INSURANCE	10

13.1	Consultant’s Insurance Requirements.....	10
13.2	Additional Insured Endorsements and Certificate Holder	10
13.3	Workers Compensation.....	10
13.4	Commercial General Liability	10
13.5	Automobile Liability.....	10
13.6	Professional Liability	11
13.7	Other Requirements	11
ARTICLE XIV GENERAL CONSIDERATIONS		11
14.1	Independent Consultant	11
14.2	Taxes	11
14.3	Publicity and Advertising	12
14.4	Examination of Consultant’s Records	12
14.5	Governing Law & Venue.....	12
14.6	Arbitration.....	12
14.7	Disputes.....	12
14.8	Assignment and Arrears.....	12
14.9	Severability	12
14.10	Section Headings	12
14.11	Disclaimer of Third-Party Beneficiaries	13
14.12	No Waiver; Course of Dealing	13
14.13	No Waiver of Sovereign Immunity.....	13
14.14	Conflict of Interest	13
14.15	Execution in Counterparts.....	13
14.16	Entire Agreement	13
14.17	Modifications, Amendments, Waivers and Extensions	13
14.18	Survival	14
14.19	Convicted and Discriminatory Vendor Lists	14
14.20	Scrutinized Companies Lists.....	14
14.21	Employment Eligibility and Mandatory Use of E-Verify.....	14
14.22	Nondiscrimination.....	15
14.23	Drug Free Workplace.....	15
14.24	Public Records	15
14.25	Enforcement Costs	15
14.26	Contingency Fee	16
14.27	Written Notice.....	16
14.28	Non-Exclusive Right.....	16
14.29	Truth-In-Negotiation Representation.....	16

This Professional Services Agreement (hereafter "Agreement") is made this 6 day of February, 2021 (the "Effective Date") by and between the **CITY OF ST. AUGUSTINE BEACH** ("City"), a political subdivision of the State of Florida, whose principal offices are located at 2200 A1A S, St. Augustine, FL 32080; and Jones, Edmunds & Associates, Inc. ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 13545 Progress Blvd., Suite 100, Alachua, FL 32615, Phone: (352) 377-5821, and E-mail: mnelson@jonesedmunds.com, for **RFQ NO. 23-06; CONTINUING CONTRACTS FOR AS NEEDED PROFESSIONAL SERVICES**, hereinafter referred to as the "Project".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Professional Services Agreement
- b) Request for Qualifications No. 23-06 and all issued Addenda (Exhibit A)
- c) Consultant's Rate Sheet accepted by the City (Exhibit B)
- d) Scope of Work/Services
- e) Purchase Orders, Change Orders and Amendments to this Agreement signed by the City
- f) Insurance furnished by Consultant meeting the requirements of Article XII
- g) Exhibit C – FEMA Required Contract Clauses
- h) Exhibit D – CDBG/CDBG-DR Required Contract Clauses
- i) Exhibit E – ARPA Required Contract Clauses

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

ARTICLE II AGREEMENT TERM

This Agreement shall become effective upon the date of execution by all parties and shall be in effect for a Contract Term of five (5) calendar years (Contract Term). Consultant shall perform the Services within the time periods specified in each Purchase Order.

ARTICLE III DEFINITIONS

3.1 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

3.1.1 Addendum (Addenda): A document issued by the City during the bidding period which modifies, supersedes or supplements the Contract Documents.

3.1.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.3 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Agreement executed by the City and issued after execution of the Agreement.

3.1.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.5 Change Order: A written order to Consultant executed by the City, issued after execution of this Agreement, authorizing and directing a change to a Purchase Order or an adjustment to the time or compensation of a Purchase Order, or any combination thereof.

3.1.5 Compensation Method:

3.1.5.1 Lump Sum. Compensation may be determined as a lump sum amount. The lump sum amount shall constitute full payment for satisfactory performance of the Services including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Subconsultants and/or subcontractors, and any other expense or cost of whatever nature incurred by Consultant as may be required and/or necessary to complete the Services and agreed to in writing by both parties to this Agreement.

3.1.5.2 Hourly Rate. Compensation may be determined as a Not-To-Exceed (NTE) amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the following hourly rate basis:

3.1.5.2(A) Actual Hours. Actual hours necessary, required, and expended by the Consultant's and/or Subconsultant's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit B (Consultant's Rate Sheet). The hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant except for Expenses approved in writing by the City pursuant to paragraph 3.1.6.2(B) below.

3.1.5.2(B) Reimbursable Expenses. In addition to the hourly rates, the Consultant shall also be reimbursed for travel and travel-related expenses, or other direct non-salary expenses directly attributable to the Services ("Expenses") provided such Expenses incurred by Consultant are approved in writing, in advance. Unless otherwise mutually agreed in writing in advance, any and all such Expenses shall comply with Section 112.061, Florida Statutes. The City shall not be liable for any such Expenses that have not been approved in writing in advance by the City. All requests for payment of such Expenses shall include copies of paid receipts, invoices, or other documentation acceptable the City. Consultant acknowledges and agrees that failure to furnish the required documentation may result in the City's denying all or part of the Expenses for which reimbursement is sought. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

3.1.6 Consumer Price Index (CPI): The Consumer Price Index for All Urban Consumers (CPI-U) for Tampa-St. Petersburg-Clearwater, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by the City. Amounts subject to adjustment shall be adjusted annually (increased or decreased, as applicable) by the lesser of (a) four (4%) percent, or (b) the percentage change in CPI as compared to the prior year period.

3.1.7 FEMA: The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.

3.1.8 Project: The total undertaking to be accomplished for the City by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed by Consultant are a part.

3.1.9 City Representative: The City employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the City.

3.1.11 Services: The work described in Exhibit A or a subsequently issued Purchase Order or Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Agreement.

3.1.10 Subconsultant: Any entity or individual engaged by Consultant to provide Services to the City for which Consultant is contractually obligated, responsible, and liable to provide and perform under this Agreement. The term "Subconsultant" shall include all subcontractors.

3.1.11 Purchase Order: A separate written order to Consultant executed by the City, issued after execution of this Agreement, authorizing Consultant to commence Services. Purchase Orders shall document the scope, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Agreement.

ARTICLE IV SERVICES

4.1 Scope of Services

4.1.1 Consultant shall provide all services as set forth in each Purchase Order, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services").

4.1.2 Services provided by the Consultant shall be under the general direction of the City of St. Augustine Beach Department requesting Services, or the City of St. Augustine Beach Public Works Engineering Division, who shall act as the City's representative during the performance of Services under this Agreement.

4.1.3 The Consultant shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws and the requirements of any applicable grant agreements.

4.1.4 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

4.1.5 Review, approval, or acceptance by the City of data, studies, reports, memoranda, and incidental professional services, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its Services and materials. Neither the City's review, approval, or acceptance of, nor payment for, any part of the Consultant's Services, and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

4.2 Purchase Orders

4.2.1 The Consultant shall submit a cost proposal and scope for each Project, in the format, as requested by the City. The Consultant shall not perform any services under this Agreement until a Purchase Order for such services has been executed by the Consultant's authorized representative and the City Manager, or his authorized designee, in accordance with City Purchasing Policy. All Purchase Orders under this Agreement shall be issued on a form provided by the City. The Purchase Order shall set forth a description and summary of the agreed services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any modification to an executed Purchase Order shall be in writing and shall be executed by the City Manager or his authorized designee.

4.2.2 Should Consultant have any questions concerning interpretation or clarification of a Purchase Order or the Contract Documents, Consultant shall immediately submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The City will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest pursuant to Paragraph 13.7 titled "Disputes". Consultant's protest shall state clearly and in detail the basis thereof. The City will consider Consultant's protest and render its decision thereon within twenty-one (21) calendar days. If Consultant does not agree with the City's decision, Consultant shall immediately deliver written notice to that effect to the City.

ARTICLE V SCHEDULE

5.1 Consultant shall commence the Services and substantially complete all Services as described in each individual Purchase Order.

5.2 If the Services of an individual Purchase Order are scheduled to complete after the expiration of this Agreement, Consultant agrees to continue to complete such Purchase Order Services upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the Purchase Order was issued by the City.

ARTICLE VI COMPENSATION

6.1 General

The City agrees to pay and Consultant agrees to accept for Services rendered pursuant to this Agreement, amounts determined by a Compensation Method defined in Section 3.1.6 above. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

6.2 Method of Payment

6.2.1 Compensation for each Purchase Order shall be based on the method of compensation as stated in each Purchase Order. Compensation for all Purchase Orders issued under this Agreement shall either be on a lump sum basis and/or a Not-To-Exceed amount based on the hourly rates (including reimbursable Expenses if applicable), as set forth in Exhibit B.

6.2.1.1 For lump sum items, each Purchase Order shall include a mutually agreed breakdown of the various elements of the Services comprising the lump sum items for the purpose of arriving at agreement on the basis for progress payments. Consultant shall submit invoices only after satisfactory completion and City approval of any Services, based on such mutually agreed lump sum breakdown.

6.2.1.2 For hourly rate-based items, Consultant shall be entitled to payment of compensation for Services satisfactorily performed based on the hourly rates set forth in Exhibit B subject to the NTE compensation amount identified therein. In no event shall Consultant be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

6.2.2 It is expressly understood that Consultant is not entitled to the amount of compensation set forth in any given Purchase Order. Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all Work Product and deliverables identified in each Purchase Order and the Contract Documents. No payment by the City shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Consultant of any of the terms of this Agreement.

6.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit monthly invoices to the City for services satisfactorily performed in the preceding month, along with such supporting documentation as the City may reasonably require. The City may prescribe the format of such invoice. In the event Consultant's supporting documentation is not adequate for the City to verify Consultant's invoice, the City will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the City shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

6.3 Withheld Payment

The City may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant for any costs or expenses that the City incurs or reasonably expects to incur as a result of Consultant's failure to comply with the Contract Documents, this Agreement or as a result of Consultant's failure to pay Subconsultants.

6.4 Final Payment

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the City all Work Product (as defined in Paragraph 7.1 below) prepared by and for the City under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the City. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the City. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.

6.5 Availability of Funds

The City's obligations under this Agreement are subject to the availability of lawfully appropriated City funds. While the City will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the City makes no express commitment to provide such funds in any given City Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the City provide any such funds in any given City Fiscal Year.

ARTICLE VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 Ownership of Work Product

All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs, and electronic software), first developed, produced or reduced to practice by Consultant or Subconsultant, or purchased under this Agreement, or at the City's expense ("Work Product"), shall be and remains the City's property upon creation. At the City's request, Consultant shall provide the City with copies of supporting computations, analyses, sketches, or similar items pertaining to the Consultant's Work Product.

The Consultant may not reuse Work Product developed by Consultant for the City without the express written permission of the City. The City may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

7.2 Confidentiality

Subject to Chapter 119, Florida Statutes (Public Records Law), Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent, unless required by a lawful order.

ARTICLE VIII AUTHORIZED REPRESENTATIVE AND PERSONNEL

8.1 Authorized Representative

Prior to commencing Services, Consultant shall designate in writing a competent, authorized representative(s) acceptable to the City to represent and act for Consultant ("Authorized Representative"). Such Authorized Representative shall be authorized to receive and accept any and all communications from the City. All communications given to the Authorized Representative shall be binding upon Consultant. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

8.2 Personnel

8.2.1 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the City. All of the Services required hereunder shall be performed by the Consultant, or under its supervision.

8.2.2 In the event Consultant wishes to substitute personnel for the key personnel identified in Consultant's proposal and selection presentation, the Consultant shall notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE IX SUBCONSULTANTS

9.1 Subconsultants

9.1.1 Consultant may obtain the assistance of other design professionals ("Subconsultants") by subcontract for the performance of portion of these Services, provided that any such Subconsultant shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Subconsultant(s) from the City. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. The City hereby approves those Subconsultants specifically named by Consultant in Consultant's proposal.

9.1.2 The City reserves the right to disqualify any Subconsultant based upon unsatisfactory performance. If a Subconsultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subconsultant to complete the Services in a timely fashion, the Consultant shall promptly do so, subject to approval by the City.

9.1.3 The use of any such Subconsultant shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

ARTICLE X CHANGES IN THE SERVICES

10.1 Changes in the Services

10.1.1 The City reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall: (1) if requested by the City, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the City instructs in writing, the Consultant shall suspend work on that portion of the Project, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue a Purchase Order or Change Order as provided in Section 4.2. The Consultant shall not commence work on any such change until such Purchase Order or Change Order has been issued and signed by both parties.

10.1.2 Consultant's written acceptance of a Purchase Order or Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

ARTICLE XI TERMINATION

11.1 TERMINATION

11.1.1 The City may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Consultant. In such event, Consultant will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the City's notice. Consultant shall not be entitled to compensation or profit for Services not performed.

11.1.2 Consultant may terminate this Agreement for any reason upon sixty (60) calendar days written notice, provided that any outstanding authorized Services are completed by Consultant. Consultant further agrees to cooperate and provide assistance to the City upon request in order to complete any Service or Project. In such event, the City shall compensate Consultant at its hourly rates set forth in Exhibit B for Services provided after termination.

11.1.3 The City may terminate this Agreement, in whole or in part, for cause. In the event of a termination by the City for cause, Consultant shall have fourteen (14) calendar days from receipt of notice to remedy deficiencies identified in said notice. If Consultant fails to remedy such deficiencies to the satisfaction of the City within the stated time period, the City may take over and prosecute the Services to completion. In such case, Consultant shall be liable to the City for reasonable additional costs incurred by the City in completing the Services.

11.1.4 Upon receipt of a notice of termination, except as otherwise directed by the City in writing, the Consultant shall:

- (1) Stop Services work on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the City; and
- (4) Continue and complete all parts of the Services that have not been terminated.

11.1.5 In the event Consultant changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the City reserves the right to terminate this Agreement subject to the terms described above.

11.1.6 The rights and remedies of the City provided in this Section 11.1 are in addition to any other rights and remedies

provided by law or under this Agreement.

ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT

12.1 Warranty of Performance

12.1.1 The Consultant hereby represents that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

12.1.2 Consultant represents that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall, at a minimum, equal prevailing industry standards for the provision of such Services.

12.1.3 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the City. All of the Services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

12.2 Indemnity

12.2.1 Consultant shall indemnify and hold harmless the City and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

12.2.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, Consultant further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement.

12.2.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Consultant, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

12.2.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.5 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.3 Infringement

Consultant shall not infringe upon any patents, trademarks or copyrights (“Intellectual Property”) in performance of the Services. In the event that Consultant is alleged to have infringed upon such Intellectual Property, in addition to Consultant’s obligations under the Indemnity provisions in Section 12.2 above, Consultant shall, at the sole discretion of City and at Consultant’s sole expense: (i) procure for City the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse City for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

ARTICLE XIII INSURANCE

13.1 Consultant's Insurance Requirements

13.1.1 Consultant shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the City and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the City prior to performance of Services. No Services shall commence until Consultant has obtained all insurance coverages required under this section. The City will not make any payment to Consultant until Consultant has complied with the requirements of this Article XIII. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Consultant has been completed, as determined by the City. Consultant shall maintain insurance coverage against Claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement.

13.1.2 No less than ten (10) days written notice shall be provided to the City prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the City within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of Consultant including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Consultant may have to the City or others. Nothing in this Agreement limits Consultant to the minimum required insurance coverages found in this Article XIII.

13.2 Additional Insured Endorsements and Certificate Holder *the City of St. Augustine Beach*

The term "Additional Insured", as used in this Agreement, shall mean ~~St. John's City~~, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: City of St. Augustine Beach, a political subdivision of the State of Florida
2200 A1A S
St. Augustine, FL 32080
Attn: Engineering Division

13.3 Workers Compensation

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

13.4 Commercial General Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement, whether such services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Professional Liability

13.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 4-year tail coverage starting upon completion of all Services, as determined by the City. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.2 In the event that Consultant employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Consultant shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.7 Other Requirements

13.7.1 The required insurance limits identified in Sections 13.4 and 13.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subconsultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide City with copies of lower-tier subconsultant certificates of insurance.

13.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Consultant. City has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.

13.7.3 City reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XIV GENERAL CONSIDERATIONS

14.1 Independent Consultant

Consultant shall act as an independent consultant and not as an employee, agent or servant of the City in performing all Services and activities under this Agreement. Consultant shall at all times and in all places maintain complete control over its employees and all of its Subconsultants. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the City. Consultant shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

14.2 Taxes

14.2.1 Consultant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Consultant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Consultant herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 14.2 shall survive the expiration or earlier termination of this Agreement. Consultant may not use City's tax-exempt status unless specifically authorized in writing in advance.

14.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide City a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, City will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. City makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds City harmless from any claims or damages in any way relating to or arising from any tax withholding by City pursuant to this section.

14.3 Publicity and Advertising

14.3.1 Consultant shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the City.

14.3.2 Use of the City Seal or City Logo is strictly prohibited. In accordance with, City Ordinance 92-2 and City Administrative Policy 101.3, Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the City Seal or Logo without express written approval of the Board of City Commissioners of City of St. Augustine Beach, Florida.

14.4 Examination of Consultant's Records

The City or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Purchase Order, Change Order, Claim, or any other City payment obligation arising out of this Agreement, then Consultant shall, at the election of the City, either immediately reimburse to the City or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the City may have.

14.5 Governing Law & Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Agreement shall be City of St. Augustine Beach, Florida.

14.6 Arbitration

The City shall not be obligated to arbitrate or permit any arbitration binding on the City under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.

14.7 Disputes

If any dispute between the City and Consultant under this Agreement arises over whether any work requested by the City is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to City's Assistant Director of Purchasing for resolution. The City's Assistant Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed Services.

14.8 Assignment and Arrears

14.8.1 Neither the City nor the Consultant shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. City reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the City to reasonably compensate it for the performance of any such due diligence.

14.8.2 The Consultant shall not pledge the City's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

14.9 Severability

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.10 Section Headings

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part

of this Agreement, or affect its meaning, construction or effect.

14.11 Disclaimer of Third-Party Beneficiaries

Both the City and the Consultant explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

14.12 No Waiver; Course of Dealing

The delay or failure by the City to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the City's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

14.13 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

14.14 Conflict of Interest

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The City agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement.

14.15 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a City-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a City approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

14.16 Entire Agreement

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between City and Consultant relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

14.17 Modifications, Amendments, Waivers and Extensions

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension

of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

14.18 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the City's right to audit Consultant's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

14.19 Convicted and Discriminatory Vendor Lists

Consultant warrants that neither it nor any Subconsultant is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Consultant shall immediately notify the City in writing if its ability to perform is compromised in any manner during the term of this Agreement.

14.20 Scrutinized Companies Lists

Section 287.135 of the Florida Statutes 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. By execution of this Agreement, Consultant 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 Consultant 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 Consultant 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.

14.21 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Consultant and its subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.

b. The City, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. The City and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Consultant acknowledges that, in the event that the City terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of the City's termination of this Agreement for breach of these provisions regarding employment eligibility.

f. Consultant shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

14.22 Nondiscrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). Consultant shall include the foregoing or similar language in its contracts with any Subconsultants.

14.23 Drug Free Workplace

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

14.24 Public Records

14.24.1 To the extent Consultant is acting on behalf of the City, Consultant shall comply and shall require all of its subconsultants to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services;
- (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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the City; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the City all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the City to perform the Services.

14.24.2 If Consultant, upon expiration of this Agreement or earlier termination thereof: i) transfers all public records to the City, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Consultant shall meet all Applicable Law and 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 City's information technology systems.

14.24.3 Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT: (904) 471-2122, 2200 A1A S, ST. AUGUSTINE, FLORIDA 32080 or by email at dfitzgerald@cityofsab.org

14.25 Enforcement Costs

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

14.26 Contingency Fee

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the City.

14.27 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Consultant's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail, or commercial express carrier (postage prepaid, delivery receipt requested), to the following addresses:

City of St. Augustine Beach
2200 A1A South
St. Augustine, FL 32080
Attn: Jason Sparks, PE, City Engineer
Email Address: jsparks@cityofsab.org

Jones, Edmunds & Associates, Inc.
13545 Progress Blvd., Suite 100
Alachua, FL 32615
Attn: Mark Nelson, PE, Senior Consultant
Email Address: mnelson@jonesedmunds.com

With a copy to:

City of St. Augustine Beach
2200 A1A S
St. Augustine, FL 32080
Attn: Max Royle, City Manager
Email Address: mroyle@cityofsab.org

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The City may also send copies of Notices by email transmission. City and Consultant may each change the above addresses at any time upon prior written notice to the other party.

14.28 Non-Exclusive Right

Consultant has no exclusive right to provide the Services required within this Agreement. The City may at its sole discretion contract with others to perform the same duties or any part of the Services.

14.29 Truth-In-Negotiation Representation

By execution of this Agreement, Consultant hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the date of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs.

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.

City

City of St. Augustine Beach, FL (Seal)

(Typed Name)

By: Max Royle
Max Royle (Feb 1, 2024 07:48 EST)

(Signature of Authorized Representative)

Max Royle

(Printed Name)

City Manager

(Title)

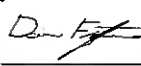
Feb 1, 2024

(Date of Execution)

ATTEST:

City of St. Augustine Beach, FL

City Clerk

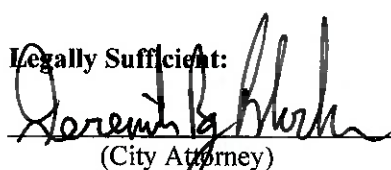
By: 

(City Clerk)

Feb 1, 2024

(Date of Execution)

Legally Sufficient:


(City Attorney)

February 6th 2024
(Date of Execution)

Consultant

Jones, Edmunds & Associates, Inc. (Seal)

(Typed Name)

By: Stanley F. Ferreira, Jr.
Stanley F. Ferreira, Jr. (Jan 30, 2024 16:48 EST)

(Signature of Authorized Representative)

Stanley F. Ferreira, Jr., PE

(Printed Name)

President :& CEO

(Title)

Jan 30, 2024

(Date of Execution)



City of St. Augustine Beach

CITY MGR. (904) 471-2122
FAX (904) 471-4108

ENGINEERING (904) 484-9126
jsparks@cityofsab.org

ADDENDUM #1

October 27, 2023

To: Prospective Respondents
From: City of St. Augustine Beach
Subject: RFQ #23-06; Continuing Contracts for As Needed Professional Services

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into the RFQ Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Qualifications. Respondents must submit a copy of each signed addendum with their Qualifications as provided in the RFQ Documents.

Questions/Answers:

The City provides the following answers to the questions submitted below:

1. Could you please provide the names of firms currently under contract with the city for each category?
Answer: The City has no current continuing contracts for professional services.
2. In regards to this RFQ, is it the intent to have teams that can provide all of the services or will you award contracts to a pool of firms for each separate discipline?
Answer: See Part IV, Section D, p14-15.
3. In regards to RFQ No. 23-06, I note that geotechnical services are a subtopic under General Civil Engineering Services. Would it be acceptable to submit as a prime for geotechnical services or will these services always fall under general civil?
Answer: Qualifications evaluation and scoring is based on criteria and requirements provided in Part II: SCOPE OF SERVICES.
4. Does the 25-page limit include the 12 pages of forms at the end of the RFQ, and the Insurance Certificates and Acknowledgement of Addenda?
Answer: No
5. Page 3 of the RFQ states: Qualifications submitted in response to this RFQ must be delivered to and received by the City of St. Augustine Beach by or before three o'clock (3:00PM EST / EDST) on Thursday, November 9, 2023. Qualifications submittals may also be submitted via www.demandstar.com.

Page 23 of the RFQ states: SUBMIT ONE (1) HARD-COPY ORIGINAL AND ONE (1) EXACT ELECTRONIC PDF COPY OF EACH QUALIFICATIONS PACKET ON A USB

DRIVE IN A SEALED ENVELOPE OR CONTAINER TO: CITY CLERK, CITY OF ST. AUGUSTINE BEACH, FL, 2200 A1A S, ST. AUGUSTINE, FLORIDA 32080

Which is correct? Will an electronic submission via Demand Star suffice?

Answer: An electronic submission via DemandStar by 3:00PM EST on Thursday November 9, 2023 will suffice.

6. Can you please clarify under Section 6, Administrative Information, what are the forms (i.e. Attachment A thru J) would also need to be completed by subcontractors?

Answer: No. See Part V, K. Consultant is ultimately responsible.

7. For Attachment H (attached), what type of information the City is looking for under "Sub-Recipient's Name", "Division Contract Number" and "FPN Project Number"?

Answer: Sub Recipient Name is City of St. Augustine Beach. Division Leave Contract Number and FPN Project Number fields blank. In the event Consultant is selected to provide professional services for a Federally Funded project, this form will be completed with the relevant information at that time.

8. Page 11 of the RFQ states "submitted qualifications must not exceed twenty-five (25) pages in total." Can the City please clarify whether covers, tabs, resumes, licenses, delegation of authority letter, certificates of insurance, and required forms count toward this limit?

Answer: Covers and tabs do not. Resumes, licenses and certificates of insurance do. Required attachments do not.

9. The RFQ instructs respondents to include Attachment J in sections 2 and 6. Given the limited page count, may we include it in section 6 only?

Answer: Yes and reference it in Section 2, Qualifications.

10. Page 11 of the RFQ states, "Respondents may participate in more than one (1) response to this RFQ. Participation in multiple responses shall result in the disqualification and removal from consideration all Responses involved." In our reading, the sentences contradict each other. Can you please clarify? Are subconsultants permitted to be on more than one team?

Answer: See revision below:

"Respondents may participate in more than one (1) response to this RFQ." ~~Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.~~

11. Our firm is interested in submitting a response to the referenced RFQ; however, we would like to verify that the minimum requirements include a restriction for only local businesses. Under Item H, Section 2 the RFQ states:

Respondent Licenses/Certifications – Provide a list of all licenses and certifications held by the Respondent Firm, and attach copies of the submitted licenses and certifications. This shall include, at a minimum, license to perform services in the State of Florida, St. Johns County and City of St. Augustine Beach (licensure, registration and/or Local Business Tax Receipt).

Answer: State of Florida licensure/registration and St. Johns County Local Business Tax Receipt satisfies requirements.

12. Under Part II: QUALIFICATIONS SUBMITTAL INSTRUCTIONS & FORMAT under item B the RFQ states: Respondents must be fully licensed in the State of Florida and St. Johns County to perform the type of service for which they are seeking qualification by the City, in accordance with Sections 287.055, 471.023, 472, 481.219, and 481.319, Florida Statutes, as applicable. If we do not have a license or Local Business Tax Receipt directly with the City or St. Johns County, are we precluded from submitting?

Answer: State of Florida licensure/registration and St. Johns County Local Business Tax Receipt satisfies requirements.

13. Are 11" x 17" pages permitted in order to consolidate information, such as respondent licenses/certifications?

Answer: Yes.

14. How will respondents be scored if they provide documentation detailing the Good Faith Efforts made in the utilization of DBE/SBE/MBE/WBE sub-consultants and sub-contractors? Per the Evaluation Criteria and Scoring chart, 2.5 points are awarded "if sub." Do these Good Faith Efforts earn 2.5 points in this category?

Answer: If prime consultant is not DBE/SBE/MBE/WBE certified and a DBE/SBE/MBE/WBE certified sub-consultant is partnered with, Evaluation Criteria D. will be scored 2.5 points.

15. Are section divider tabs permitted? If so, will they count toward the 25-page maximum?

Answer: Yes. No.

16. If we choose to submit electronically on Demand Star, there is only an option to upload one file. Is it acceptable to combine the submissions for multiple categories into one file if each category section is clearly marked with bookmarks and tabs or dividers?

Answer: Yes.

17. Will covers, tabs, and forms count toward the 25-page limit?

Answer: No.

18. Part V, Contract Requirements, Paragraph J, Indemnification, contains language that does not conform to Article 725.08, Florida Statutes, which governs the allowable indemnification language for design professionals entering professional services agreements with public agencies. However, the indemnification language in the City's recent RFQ No. 23-04, Stormwater Utility Rate Structure Determination, statutorily

conforms to FS 725.08. Would the City consider deleting Paragraph J in this RFQ and replacing it with the language contained in Part IV, Contract Requirements, Paragraph I, Indemnification, from RFQ No. 23-04?

Answer: Part V, Item J. INDEMNIFICATION is revised as follows:

Consultant shall indemnify and hold harmless the City and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s rate structures, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Consultant further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the “persons employed or utilized by Consultant” shall be construed to include, but not be limited to, Consultant, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

19. Could you please expand on the anticipated “Grant Administration” services included within the Environmental Services listing?

Answer: As part of a requested scope of services/proposal, Consultant assists City with obtaining and/or managing/administering federal or state funded grants.

20. Could you please expand on the specific “Arborist Services” services being requested within the Environmental Services listing?

Answer: As part of a requested scope of services/proposal, Consultant assists City with Arborist services.

21. Could you please expand on the anticipated "Site Evaluation" services being requested within the Environmental Services listing?

Answer: As part of a requested scope of services/proposal, Consultant assists City with Site Evaluation (Suitability for proposed project, underlying environmentally related issue identification, etc.) services.

22. Can you tell us in what capacity the "Enterprise Asset Management and Computerized Maintenance Management System" is currently being used or if it does not yet exist and needs to be developed?

Answer: The City's Enterprise Asset Management and Computerized Maintenance Management System is currently in the developmental phase.

23. We would like to ask if a table of contents and tabbing are encouraged?

Answer: Respondent decision. Tabs are not counted toward the 25-page count limit.

24. Part III – H, Section 2 | Respondent Licenses/Certifications: We are seeking clarification regarding the notation "...include, at a minimum, ...St. Johns County and City of St. Augustine Beach (licensure, registration and/or Local Business Tax Receipt)" in this section. Our engineers and survey divisions are licensed to practice all over the state, inclusive of St. Johns County and City of St. Augustine. Other departments also have certifications that are applicable anywhere as opposed to specific counties. Is this sufficient for this RFQ, or is a local business license required?

Answer: St. Johns County local business tax receipt is required.

25. Does a firm with a license in the state of Florida takes precedence over local business tax receipts and local registrations?

Answer: No. Is in addition to.

26. Additionally, does operating outside the city/county limits have any adverse implications for firms submitting to this RFQ?

Answer: No.

27. Part III – H, Section 2 | Company & Team Organizational Chart: Would the City prefer two separate organizational charts (one for the entire multi-division Company and one showing team for this RFQ) or is one comprehensive chart sufficient?

Answer: One comprehensive chart is sufficient. Provide clear delineation of the team for this RFQ.

28. Part III – H, Section 3 | Related Experience: we would like to clarify whether it is appropriate to include work that we have performed as a subcontractor for other firms on projects owned by government agencies?

Answer: See Section 3: Related Experience: "Respondent shall provide sufficient documentation to demonstrate any and all related experience performed in the last three (3) calendar years for government agencies."

29. Part III – H, Section 4 | Current & Projected Workload: are there any restrictions/limitations on the types of projects that should be included? For instance, should only government agency projects be listed or only those that meet a certain value threshold? Some service categories, such as surveying, may have numerous smaller projects with constantly changing statuses and do not have projects scheduled 1-2 years into the future. We want to provide the City with the information they require, without providing an overwhelming amount of trivial information.

Answer: Include projects awarded and under contract, projects in the process of award but not yet under contract, and projects currently under contract. The information must include all of the Respondent's current contracts/projects, project owner, point-of-contact information, status and timeframe for completion. If projects are not scheduled 1-2 years in the future, do not include in the current and projected workload.

30. Also, in regard to this section, would a comprehensive list of projects count towards the 25-page limit? Certain categories of service may have very long lists which cover multiple pages.

Answer: Yes.

31. Minimum Qualifications (Page 8): While we are familiar with the State of Florida Requirements, can you please clarify what requirements may be required from the County and City beyond the County's Local Business Tax Receipt? Can you also clarify, given the page restrictions, what evidence the City of St. Augustine Beach would need from us to sufficiently demonstrate compliance?

Answer: St. Johns County Local Business Tax Receipt meets the intent of this requirement.

32. Section 4: Current & Projected Workloads (Page 13): The project listing required under this section could be significant for a large firm and may require several pages, would the City allow this listing to be placed in an appendix and not count against the page restrictions and allow us to focus on the projected workload of the proposed project team within Section 4?

Answer: No.

33. Section 5: DBE/MBE/WBE Certification (Page 13): We are pleased to have project team members with these certifications and will identify them and their proposed services within the response, would the City allow the Certifications to be included within an appendix and not count against the page limitation?

Answer: No. Respondent to provide only a current and valid certification as a DBE/MBE/WBE/VBE issued by the Office of Supplier Diversity. See also p8, Part III, C.

34. Section 2 references a required Attachment "K" which appears to be a typo with the intent being Attachment "J". Please clarify that there is no Attachment "K".

Answer: There is no Attachment "K".

35. Part III, C states the intent to ensure that Disadvantaged Business (DMEs), Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs) Women Owned Businesses (WBEs) have equal opportunity, however, neither Part III, H, Section 5, nor Part IV, C mention the SBE category. Please clarify that certified SBEs qualify for the 5 points in the Criteria D of the Evaluation Criteria and Scoring.

Answer: Certified SBEs qualify for 5 points in Criteria D of the Evaluation Criteria and Scoring.

36. Does our firm need to satisfy multiple types of professional services, such as surveying, environmental and civil engineering, or is it acceptable to submit a package that satisfies only one (1) type of professional service?

Answer: No. Yes.

37. Would the City prefer to see packages with a team of subconsultants that satisfy as many professional services categories as possible, or would they prefer for firms to submit solely?

Answer: Respondent's choice.

38. If a firm is submitting a separate Qualifications packet for multiple Categories of Service, does each packet have its own twenty-five (25) page limit?

Answer: Yes.

39. Is it acceptable to include letters of recommendation with the project briefs, including any letters received from the City of St. Augustine Beach?

Answer: Respondent's choice.

40. Does the City want resumes and/or project briefs in SF330 format?

Answer: No specific format. Respondent's choice.

41. Under "Section 4: Current & Projected Workloads" is the City requesting this information only in regards to federal and/or state projects?

Answer: No, all projects.

**SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS:
THURSDAY, November 9, 2023 AT 3:00 PM EST**

Respondent Acknowledgment

Signature

Printed Name/Title

Respondent Company Name

**END OF ADDENDUM
NO. 1**



**CITY OF ST. AUGUSTINE BEACH
ENGINEERING DIVISION**

REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-06

**CONTINUING CONTRACTS FOR
AS NEEDED PROFESSIONAL SERVICES**

City of St. Augustine Beach
2200 A1A S
St. Augustine FL 32080
904-471-2122

FINAL: 10/10/2023

RFQ NO: 23-06; CONTINUING CONTRACTS FOR AS NEEDED PROFESSIONAL SERVICES

TABLE OF CONTENTS

PART I:	INTRODUCTION	3
PART II:	SCOPE OF SERVICES	5
PART III:	SUBMITTAL REQUIREMENTS	8
PART IV:	EVALUATION AND AWARD	13
PART V:	CONTRACT REQUIREMENTS	18
PART VI:	ATTACHMENTS/FORMS	23

EXHIBITS (*SEPARATE DOCUMENTS*)

**EXHIBIT A – Required Provisions for Federally Funded Projects APPENDIX II TO
PART 200, TITLE 2**

CITY OF ST. AUGUSTINE BEACH, FL
RFQ NO. 23-06; CONTINUING CONTRACTS FOR AS NEEDED PROFESSIONAL SERVICES

PART I: GENERAL SOLICITATION REQUIREMENTS

A. PURPOSE & INTENT

The intent of this RFQ is to solicit qualifications from firms qualified in the professional services as provided herein, for the purposes of establishing continuing contracts with a pool of Consultants to perform as needed professional services, based upon the needs of the City of St. Augustine Beach. Services shall be performed within the thresholds established in Section 287.055, Florida Statutes, as applicable.

The purpose of establishing the continuing contracts for professional services is to allow for more effective and efficient completion of work, by eliminating formal solicitations for projects that are within the thresholds established by Florida Statute.

B. DUE DATE & LOCATION

Qualifications submitted in response to this RFQ must be delivered to and received by the City of St. Augustine Beach by or before **three o'clock (3:00PM EST / EDST) on Thursday, November 9, 2023**. Qualifications submittals may also be submitted via www.demandstar.com. Any Qualifications received by the City of St. Augustine Beach after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Qualifications must be submitted to: ATTN: City Clerk
City of St. Augustine Beach
2200 SR A1A S
St. Augustine, FL 32080

The City is not responsible for Qualifications that are incorrectly labeled, addressed, mailed, or otherwise end up in an inappropriate location other than the City of St. Augustine Beach City Clerk. Any such Qualification that is not received by the City Clerk shall be returned to the Respondent, unopened.

C. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ must be directed, **in writing**, to the City's Designated Point of Contact provided below:

Designated Point of Contact: Jason D. Sparks, P.E.
Engineering Director
City of St. Augustine Beach
2200 SR A1A S
St. Augustine, FL 32080
Email: jsparks@cityofsab.org

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Ken Gatchell, Public Works Director at kgatchell@cityofsab.org.

D. LOBBYING PROHIBITION

In accordance with City Purchasing Policy, Respondents **SHALL NOT** contact any staff member of

City of St. Augustine Beach, including members of the City Commission, except for the above referenced individuals, with regard to this RFQ. Any such communication is a violation of City Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFQ.

E. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ shall be directed, in writing, to the Designated Point of Contact as provided above, by or before **four o'clock (4:00PM EST / EDST)** on **Tuesday, October 24, 2023**. Any questions received after this deadline will not be addressed or clarified by the City, unless it is determined to be in the best interest of the City to do so. The City reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the City.

F. TENTATIVE SCHEDULE OF EVENTS

Below is a tentative schedule of events pertaining to this RFQ and subsequent contract process. Any and all dates provided are subject to change at the sole discretion of the City. Any modifications that impact the schedule of this RFQ through and until the submittal deadline for Qualifications shall be noticed via Addendum.

Broadcast of RFQ	October 10, 2023
Deadline for Questions	October 24, 2023
Qualifications Submittal Deadline	November 9, 2023
Public Evaluation Meeting	November 28 – December 8, 2023
Shortlist Discussions	December 8 – December 15, 2023
Final Evaluation Meeting	December 15, 2023
City Commission Agenda	January 8, 2024
Issue Final Contract(s)	January 22, 2024

G. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a City issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms or conditions not stated herein.

The City shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications.

Any and all issued Addenda must be included with all copies of each Respondent’s submitted Proposal. Failure to submit an issued addendum with the submitted Proposal may result in the Respondent being deemed non-responsive, and being removed from consideration for award. The City reserves the right to request from any Respondent, copies of any missing addenda.

H. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with

Disabilities Act (ADA) during the performance of the work.

I. SOLICITATION POSTPONEMENT/CANCELLATION

The City may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by City Staff, in order to best serve the interests of City of St. Augustine Beach.

J. RIGHT TO REJECT/ACCEPT

The City reserves the right to accept or reject any or all qualifications, waive minor formalities, and to award to the Respondent that best serves the interest of City of St. Augustine Beach.

K. COMPLIANCE WITH CITY OF ST. AUGUSTINE BEACH PURCHASING POLICY AND PROCEDURES

All terms and conditions of the City of St. Augustine Beach Purchasing Policy ("Policy") are incorporated into this RFQ Document by reference and are fully binding. Respondents are required to submit their responses to this RFQ, and to conduct their activities during this process in accordance with the Policy and Procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and Procedures. The City reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and Procedures.

PART II: SCOPE OF SERVICES

A. SCOPE OF SERVICES

Below are the general scopes of work for each type of professional services which may be provided under the awarded continuing contract(s). This is not intended to be a comprehensive or exhaustive scope of services, but a general reference to the types of work/tasks that may be issued by the City. The exact nature and magnitude of the services to be performed shall be defined at the time that work is awarded by Purchase Order.

1. Architectural Services:

Services shall include, but are not limited to:

- Studies and Master Planning
- Park Planning
- Architectural Design Services (New Construction & Renovation) - may include plans, specifications, drawings, renderings, diagrams, prototypes, manual(s), reports, and other design services
- Bid Phase Services
- Construction Phase Services
- Project Management
- Feasibility Studies
- Building Condition Audits
- Programming
- Interior Design
- Renderings and Promotional Materials
- CADD/Drafting

- Design Criteria Package Development

2. Surveying Services

Services shall include, but are not limited to:

- Boundary Surveys
- Topographic Surveys (including direct measurement or remote sensing methods)
- As-built Surveys
- Construction Layout Surveys
- Control Surveys
- Easement Research
- Hydrographic/Bathymetric Surveys
- Quantity Surveys
- Roadway Maintenance Maps (Specific Purpose Surveys)
- Photogrammetric Surveys (including orthorectified imagery)
- Right-of-Way Staking
- Subsurface Utility Excavation (SUE) Quality Level A and Quality Level B

3. Environmental Services

Services shall include, but are not limited to:

- Wetland Assessments and Mapping
- Wetland Jurisdictional Line Delineation
- Mitigation Plan and Design
- Grant Administration
- Protected Species Surveys
- Arborist Services
- Stormwater Pond Inspection and Reporting
- Site Evaluation
- Phase I, II, & III Environmental Assessments (Due Diligence)
- Environmental Sample Collection, Analysis and Evaluation
- Contamination Assessment Reports and Remedial Action Plans
- NPDES Phase II MS4 Program Assistance

4. GIS Services

Services shall include, but are not limited to:

- ESRI product/application support & development for ESRI products/applications including ArcGIS Online and ArcGIS Mobile
- Geodatabase modeling, data design, editing, administration, support & development
- Custom development and integration for database, web, and server data and applications
- Support and development for mobile technologies and applications
- Data entry, adjustment and conversion for GIS, CADD, scanning, digitizing and databases
- Training and staff support for software, data and applications
- Enterprise Asset Management and Computerized Maintenance Management System Support & Development

5. General Civil Engineering Services

Services shall include, but are not limited to:

- Design Services (New Construction & Renovation) - may include plans, specifications, drawings, renderings, diagrams, prototypes, manual(s), reports, and other design services pertaining to:
 - o Roads and Pavement
 - o Drainage and Stormwater
 - o Sidewalk
 - o Lighting
- Computer Aided Design & Drafting (CADD)
- Hydrologic and Hydraulic Stormwater System Modeling (ICPR4)
- Construction Engineering Inspection
- Construction/Contract Administration
- Software Analysis and Maintenance
- Expert Witness Services
- Studies and Master Planning
- Geotechnical Services
- Grant Administration
- General Engineering Consulting (GES)
- Maintenance of Traffic
- Signings and Markings
- Program Management (PM) Services
- Design Criteria Package Development
- Public Meeting Preparation and Participation
- Stormwater Pond Inspection and Reporting

6. Mechanical/Electrical/Plumbing Engineering Services

Services shall include, but are not limited to:

- Design Services – may include plans, specifications, drawings, renderings, diagrams, prototypes, manual(s), reports, and other services pertaining to:
 - o Existing Mechanical Systems – commercial buildings from 500 SF to 200,000 SF
 - o Automated Direct Digital Controls
 - o Variable Air Volume Systems
 - o Interior Power Distribution & Lighting Systems
 - o Exterior Primary & Secondary Distribution Systems – Area & Sports Lighting
 - o Emergency Power Systems & adapting to existing buildings
 - o Communication Systems
 - o Fire Alarm & Security Systems – high security complexes, general office and medical facilities
- Computer Aided Design & Drafting (CADD)
- Economic and Life Cycle Analysis of Mechanical Systems
- Geotechnical Services
- Construction/Contract Administration
- Design Criteria Package Development

PART III: QUALIFICATION SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with submitting Qualifications in response to this RFQ. Additionally, Respondents are also solely responsible for any and all costs associated with required interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All Qualifications received in response to this RFQ shall become the property of City of St. Augustine Beach and will not be returned. In the event of contract award, all documentation produced as part of the Contract will become the exclusive property of City of St. Augustine Beach.

By submitting Qualifications, each Respondent certifies that he/she has fully read and understood any and all instructions in this RFQ, and has full knowledge of the scope, nature, and quality of work to be performed.

Respondents are responsible for complying with all applicable provisions of the City of St. Augustine Beach Purchasing Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Respondents must meet in order to be eligible to submit a proposal. Responses must clearly demonstrate compliance with the minimum qualification in order to proceed to evaluation.

Respondents must be fully licensed in the State of Florida and St. Johns County to perform the type of service for which they are seeking qualification by the City, in accordance with Sections 287.055, 471.023, 472, 481.219, and 481.319, Florida Statutes, as applicable.

Failure by any Respondent to sufficiently demonstrate compliance with the minimum qualification requirements stated above, may result in the Respondent being deemed non-responsive, and removed from the evaluation, and further consideration for award.

C. SOCIOECONOMIC BUSINESS ENTERPRISE

It is the intent of the City to ensure that Disadvantaged Business or Small Business Enterprises (DBE/SBE), Minority Business Enterprise (MBE), and Women-Owned Business Enterprises (WBE) have equal opportunity to receive and participate in Federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federally assisted contracts; and
- To assist the development of firms that can compete successfully in the marketplace outside

the DBE Program.

If the Respondent is not a DBE/SBE/MBE/WBE firm, then Respondent must meet the following criteria for projects that are either partially or completely funded through State and/or Federal programs:

1. Achieve DBE/SBE/MBE/WBE participation by using DBE/SBE/MBE/WBE certified sub-consultants and sub-contractors; **OR**
2. If unable to utilize DBE/SBE/MBE/WBE certified sub-consultants and sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of DBE/SBE/MBE/WBE sub-consultants and sub-contractors.

State of Florida resources: Career Source – <http://www.careersourcenortheastflorida.com/>

D. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFQ Package or specific portion of a document as “trade secret.” All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as “trade secret.” If the City receives a public records request for a document or information that is marked and certified as a trade secret, the City shall release any information not verified as “trade secret”, in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as “Trade Secret” with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

E. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Solicitation and subsequent Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
2. In accordance with Florida law, to the extent that the awarded Consultant’s performance under the awarded Contract constitutes an act on behalf of the City, Consultant shall comply with all requirements of Florida’s public records law. Specifically, if Consultant Firm is expressly authorized, and acts on behalf of the City under the awarded Agreement, Consultant shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the Services;
 - (b) 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (c) Ensure that public records related to the awarded Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the awarded Agreement and following completion of the awarded Agreement if the Consultant does not transfer the records to the City; and
- (d) Upon completion of the awarded Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the Services.

If the Consultant transfers all public records to the City upon completion of the awarded Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the awarded Agreement, the Consultant 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 City's information technology systems.

Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 2200 A1A S, St. Augustine, FL 32080, Phone: (904) 471-2122; Email: dfitzgerald@cityofsab.org

F. USE OF CITY LOGO

Pursuant to, and consistent with, City Administrative Policy, Respondents may not manufacture, use, display, or otherwise use any facsimile or reproduction of the City Seal/Logo without express written approval of the City Commission of City of St. Augustine Beach, Florida.

Respondents shall not include the City of St. Augustine Beach Seal/Logo in any part of their submitted package. Any packages received by the City of St. Augustine Beach, which contain the City Seal/Logo may be deemed nonresponsive to this requirement. The City reserves the right to request the submitting firm to resubmit a package with the City Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the City.

G. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of work as provided herein. Respondents must certify that no person having any such interest shall be employed for the performance of any of the required services as provided herein.

Respondents must disclose any and all involvement in any City of St. Augustine Beach City Commission advisory board by any person(s) associated with their firm.

Respondents are required to disclose to the City any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the City, whether such association, interest, or circumstance constitutes a conflict of interest.

Respondents must disclose any employment or contractual relationship with a City official or employee in the submitted Qualifications. Additionally, Respondents must disclose any ownership interest by a City officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

Respondents may participate in more than one (1) response to this RFQ. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

H. QUALIFICATION SUBMITTAL INSTRUCTIONS

Respondents shall submit a separate Qualifications packet for each Category of Service for which the Respondent seeks qualification (i.e., Part II. Scope of Work 1-6). Each Qualifications packet shall clearly indicate on the Cover Page which Category of Service the Respondent is seeking qualification. Failure by the Respondent to appropriately indicate the Category Service may be grounds for Respondent being deemed non-responsive to the requirements of this RFQ.

The submitted Qualifications must include documentation to satisfactorily demonstrate all required information and may include supplemental information as needed. The aim of the prescribed format is to simplify the preparation and evaluation of the submitted Qualifications.

Submitted Qualifications must not exceed twenty-five (25) pages in total, and shall include the following components:

<u>Section</u>	<u>Topic</u>
1	Cover Page & Cover Letter
2	Qualifications
3	Related Experience
4	Current & Projected Workloads
5	MBE/DBE/WBE Certification
6	Administrative Information

Respondents must submit one (1) original hard copy of each Qualification packet and one (1) exact electronic PDF copy of each Qualifications packet on a USB drive, in a sealed envelope or container labeled with Respondent's full legal name, mailing address, and the solicitation number and title. Respondents can include all PDFs of Qualifications packets on a single USB drive. CDs/DVDs are not accepted. Qualifications submittals may also be submitted via www.demandstar.com. The City is not responsible for any submittals that are incorrectly labeled and/or that are not delivered to the appropriate location.

All headings, sections and sub-sections shall be identified appropriately as provided herein. Failure to appropriately organize or identify information in a submittal may result in lower scores and/or removal from consideration due to non-responsiveness. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is recommended that submittals be organized in the manner specified below.

Section 1: Cover Page and Cover Letter

Respondent shall complete the Cover Page provided herein, including the service(s) for which the Respondent is seeking qualification, and include a separate cover letter which must provide the following:

- Full legal company name and type (corporation, LLC, partnership, etc.);
- Physical and mailing addresses (if different) and include any other location(s) which may perform services if awarded;
- Primary company point-of-contact information (phone and email), and any secondary or supplemental point(s)-of-contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Reason for interest in submitting a response to this solicitation.

Delegation of Authority

Respondent must provide a Delegation of Authority Letter for any representatives signing on behalf of the Respondent who are not principals, owners, partners, etc., for the Respondent firm. The Delegation of Authority must state the levels of authority delegated to each representative, must be on company letterhead, and be signed by a principal/owner/partner (as applicable) of the Respondent firm.

Section 2: Qualifications

Respondent shall provide documentation to fully demonstrate the qualifications of the Respondent and its personnel. The information must include, but is not limited to: licensure, certification, education, and abilities of the firm and all key personnel who may perform work.

Respondents shall provide the following information to demonstrate the requirements above:

Respondent Licenses/Certifications – Provide a list of all licenses and certifications held by the Respondent Firm, and attach copies of the submitted licenses and certifications. This shall include, at a minimum, license to perform services in the State of Florida, St. Johns County and City of St. Augustine Beach (licensure, registration and/or Local Business Tax Receipt).

Company & Team Organizational Chart – Submit a Company and proposed Team Org Chart to demonstrate the hierarchy of the firm as a whole, as well as the proposed team members. This shall demonstrate, at a minimum, the key personnel proposed by the Respondent, but may also include any and all personnel who may perform work if awarded.

Staff Qualifications – Submit any and all information sufficient to demonstrate the qualifications, including licensure, certifications, education, experience, and capabilities of any and all personnel who may perform work if awarded. This may be accomplished with resumés.

Attachment “J”: Claims, Liens, Litigation History – Complete and submit Attachment “K” with information related to any and all claims, liens, and litigation history for the past seven (7) years.

Section 3: Related Experience

Respondent shall provide sufficient documentation to demonstrate any and all related experience performed in the last three (3) calendar years for government agencies. The related experience shall be inclusive of projects performed for St. Augustine Beach and other government agencies. Respondents shall include those projects for which key personnel have participated, even if under a previous employer.

The City reserves the right to contact any of the point(s)-of-contact for any of the projects submitted by the Respondent, for the purposes of demonstrating a Respondent's experience, and to include any information obtained in the City's final consideration for award under this RFQ.

Section 4: Current & Projected Workloads

Respondent shall provide sufficient information to demonstrate Respondent's current and projected workloads anticipated for the next 1-2 calendar years, which shall include projects awarded and under contract, projects in the process of award but not yet under contract, and projects under contract. The information must include all of the Respondent's current contracts/projects, project owner, point-of-contact information, status and timeframe for completion.

Section 5: DBE/MBE/WBE Certification

Respondent shall provide current and valid certification as a DBE/MBE/WBE/VBE issued by the Office of Supplier Diversity.

Section 6: Administrative Information

Respondent shall submit the completed City Attachments, as provided herein, along with all acknowledged Addenda issued by the City during the solicitation.

- Attachment "A" – Qualification Certification
- Attachment "B" – Affidavit of Solvency
- Attachment "C" – City of St. Augustine Beach Affidavit
- Attachment "D" – Conflict of Interest Disclosure
- Attachment "E" – Drug-Free Workplace Form
- Attachment "F" – E-Verify Affidavit
- Attachment "G" – Sworn Statement on Public Entity Crimes
- Attachment "H" – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment "I" – Certification for Disclosure of Lobbying Activities
- Attachment "J" – Claims, Liens, Litigation History
- Certificates of Insurance
- All Signed Addenda (if applicable)

PART IV: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The City of St. Augustine Beach shall review each submitted Qualifications for responsiveness and

responsibility to the requirements provided herein. Any Respondent who is deemed non-responsive, and any submitted Qualifications that is materially non-responsive to the requirements of this RFQ shall be disqualified and removed from consideration prior to the evaluation of Qualifications. Only those responsive Qualifications from responsible Respondents shall be evaluated for consideration of award.

The City reserves the right to waive any minor formality or irregularity in any submitted Qualifications. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

B. EVALUATION OF QUALIFICATIONS

All properly submitted Qualifications that are determined to be responsive will be evaluated by an Evaluation Committee of no less than three (3) representatives. Evaluators will review and score the Qualifications individually, with no interaction or communication with any other individual. Scoring shall be based upon the criteria and requirements provided herein. Scores and rankings will be summarized and announced at the Public Evaluation Meeting.

In accordance with Chapter 287.055, Florida Statutes, Respondents in each Category of Service shall be shortlisted to a minimum of three (3) firms, and any firms whose score is within five percent (5%) of the third highest score to participate in discussions, for final scoring and ranking. If the Evaluation Committee determines that additional interviews and/or presentations are necessary to make a final decision for selection, the selected shortlisted firms will be notified, and any additional scoring criteria shall be provided.

The Evaluation Committee will make a final recommendation for award for each group based upon the total score comprised from the scores for the submitted Qualifications and the scores for the discussions, and any scores from additional interviews/presentations as applicable.

City Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award to the City Commission.

C. EVALUATION CRITERIA AND SCORING

Submitted Qualifications shall be evaluated based upon the criteria and scoring provided below:

<u>Evaluation Criteria:</u>	<u>Maximum Points per Evaluator:</u>
A. Qualifications	40
B. Related Experience	40
C. Current and Projected Workloads	15
D. DBE/MBE/WBE/VBE Certification	05 (2.5 if sub)
Total Points Possible per Evaluator:	100
E. Discussions (Shortlist Only):	20
* Total Points Possible:	120

Scoring for additional interviews/presentations will be determined, as necessary and the associated points and criteria will be provided to shortlisted firms, at that time.

D. RECOMMENDATION FOR AWARD

Upon final evaluation, recommendation shall be made to the City Commission to authorize Staff to

enter into negotiations and execute contracts with the selected firms. The City intends to select up to three (3) firms in each Category of Service to perform work under the awarded contracts.

Only those firms selected through this RFQ process and approved by the City Commission will be invited to negotiate a contract.

The City Commission reserves the right to reject any or all qualifications, waive minor formalities or award to/negotiate with the firm whose qualifications best serves the interest of the City.

D. PROTEST PROCEDURES

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the City's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the City, may file a Protest with the Finance Director. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of the City of St. Augustine Beach) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived.

**CITY OF ST. AUGUSTINE BEACH, FLORIDA
CITY COMMISSION**

DATE:
PROJECT:

[illegible]

Evaluator shall score each submitted Qualifications and input a score based upon the criteria provided in the RFQ. Evaluator shall sign and date the score sheet to indicate that the evaluation was conducted in compliance with the requirements of the RFQ Document, as well as City Procedures. Failure to properly conduct an evaluation, and/or to appropriately justify assigned scores with the Evaluator's Narrative, shall result in the Evaluator's scores being removed from consideration.

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The City shall issue a Professional Services Continuing Contract to the awarded firms with whom negotiations are successful. The proposed contract term shall be effective for a period of five (5) years, unless terminated by the City prior to the expiration of the contract term. The City is under no obligation to continue the awarded Contracts for the entire contract term and may elect to resolicit the services at any time.

Any contract(s) executed as a result of this RFQ shall be non-exclusive. The City reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the City.

In the event that a Contract is attached to this RFQ, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the City. In the event that a Contract is not attached to the RFQ, it is expressly understood that the City Commission's preference/selection of any submittal does not constitute an award of a Contract with the City. It is expressly understood that no contractual relationship exists with the City until a Contract has been executed by both the City and the selected Respondent. The City reserves the right to delete, add to, or modify one or more components of the selected Respondent's submittal in order to accommodate changed or evolving circumstances that the City may have encountered since the issuance of the RFQ.

At any point in time during the term of the Contract(s), City Staff may review records of performance to ensure that the Consultant(s) continue to maintain sufficient financial, operational and organizational capability to perform the required services as prescribed herein. The City may place any Contract on suspension or probationary status and implement termination procedures if the City determines that a Consultant no longer possesses the necessary capabilities necessary to perform the required services.

All awarded Consultants shall be required to submit, on an annual basis, or more frequently if desired by the City, documentation to demonstrate the Consultant's continued qualification to perform the Category of Services. Failure by any Consultant to submit the required documentation, as provided by the City, may result in termination of the Contract.

B. HOURLY RATES

For each awarded Contract, hourly rates shall be established, along with rates for reimbursables and expenses. These rates shall remain firm throughout the duration of the Contract, unless otherwise amended by the City.

Awarded Firms shall have the opportunity to request increases to the approved hourly rates on an annual basis, at the anniversary date of the awarded contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The City is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the City of St. Augustine Beach, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

C. AWARD OF PROJECTS

In the event the City and the Consultant proposing on a project cannot come to agreement over scope, schedule or cost, the City may discontinue discussions with the Consultant and move on to the next firm to request a proposal in order to meet the needs of the City. Additionally, if a Consultant, from whom the City has requested a proposal, is unable to submit a proposal, is not responsive to the City's request for a proposal, or elects to not propose on any one project, the City may also move on to the next firm to request a proposal for the project.

D. PURCHASE ORDERS

Services performed under the awarded Contract(s) shall be authorized by Purchase Order, which shall be executed by authorized representatives of the Consultant and the City of St. Augustine Beach. Purchase Orders shall be issued by the City's Finance Department.

Each Purchase Order shall be approved by the City. It shall include, at a minimum, the following information:

- Contract Name & Number
- Firm Name & Address
- Purchase Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

a. Maximum Project Costs

Maximum Project Costs for Purchase Orders shall comply with the allowable thresholds for work under continuing contracts provided in Section 287.055, Florida Statutes.

b. Change Orders

Any and all changes to any project being performed under a Purchase Order, which affect the scope, cost, or time of the project require a Change Order to authorize any such changes. All changes requested by the Firm shall be stated in a written proposal to the City for approval. The City reserves the right to reject any changes requested by the Firm. No additional or alternate work shall be performed by the Consultant without a fully executed Change Order. All requests for Change Orders must be made timely by the Consultant, and immediately communicated to the Project Manager with specific details on the need and impacts to the executed Purchase Order.

E. PERFORMANCE EVALUATION

The City may conduct a minimum of one (1) performance evaluation for each Purchase Order, to determine whether or not the Consultant's performance of the required services satisfactorily met the needs of the City. For Purchase Orders with durations longer than six (6) calendar months, a performance evaluation shall be conducted at fifty percent (50%) completion, and at final completion of all services. For Purchase Orders with durations shorter than six (6) calendar months, a performance evaluation shall be conducted at the completion of all services.

Consultants who repeatedly fail to satisfactorily perform the required services and receive poor ratings on the performance evaluations may be subject to suspension or termination based upon the severity of the performance and impacts therefrom.

At any point in time during the term of the Contract(s), City Staff may review records of performance to ensure that the awarded firm is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that an awarded firm no longer possesses the financial support, equipment and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

F. TERMINATION

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the Contract shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein or as designated in an issued Purchase Order, City of St. Augustine Beach shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the City, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by City of St. Augustine Beach for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the City may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Consultant.

G. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Consultant to be familiar with and provide all services in accordance with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under the Contract. For Task Orders for projects either partially or fully funded by State or Federal programs, Consultant shall provide all services in accordance with 2 CFR 200, and all other applicable federal, state and local laws, ordinances, rules, and regulations relevant to the services performed. The Contract shall be governed by the laws of the State of Florida and the City both as to interpretation and performance.

H. LICENSES, PERMITS & CERTIFICATIONS

The Consultant shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Consultant shall be solely responsible for paying any and all fines, penalties or fees assessed to the City or the Consultant for any lapse in require licenses, permits, or certifications required for any portion of the work.

I. INSURANCE REQUIREMENTS

The Consultant shall not commence work under the awarded Contract until he/she has obtained and shown proof of all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the

Consultant of its liability and obligations under the awarded Contract.

Certificate Holder Address: City of St. Augustine Beach, a political subdivision of the State of Florida
2200 A1A S
St. Augustine, FL 32080

The Consultant shall maintain throughout the duration of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain throughout the duration of the awarded Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Consultant shall maintain throughout the duration of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain throughout the duration of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain throughout the duration of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the City Manager, or his designee, may adjust these insurance requirements.

J. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City of St. Augustine Beach, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-Consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-Consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

K. SUB- CONSULTANTS/SUB-CONTRACTORS

For any given Purchase Order, for which the Consultant is providing a proposal to the City, Consultant shall provide any and all sub-consultants and sub-contractors, as well as their qualifications and portion of services they're proposed to perform for review and approval/disapproval by the City. The Consultant shall be responsible for any and all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under the awarded Contract.

Prior to the issuance of any Purchase Order, the City will notify the Consultant, in writing, if the City, after due investigation, has a reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, submit an acceptable substitute for consideration by the City. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may conclude discussions with the Consultant for the project and request a proposal from the next firm.

The City reserves the right to disqualify any consultant, contractor, sub-consultant, sub-contractor, vendor, or material supplier due to previously documented project problems, either with performance or quality, conflict of interest, or determination of violation of governing law or regulation, or any other reason determined to be grounds for disqualification by the City.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

L. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Contract, and in accordance with section 448.095, F.S., Consultant and its sub-consultants/sub-contractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Consultant shall require each of its sub-consultants/sub-contractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
- b. The City, Consultant, or any subcontractor/sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the sub-contractor/sub-consultant.
- d. The City and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

- e. Consultant acknowledges that, in the event that the City terminates the awarded Contract for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of the City's termination of the awarded Contract for breach of these provisions regarding employment eligibility.

Consultant shall incorporate in all subcontracts made pursuant to the awarded Contract the provisions contained herein regarding employment eligibility.

M. FORCE MAJEURE

If awarded on the basis of the submitted Qualifications, the Consultant pledges to provide the required services as specified herein barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the Consultant.

PART VI: – ATTACHMENTS/FORMS

The required forms and attachments that each Respondent must complete, sign, have notarized and include as part of their submitted Proposal are on the following pages.

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

COVER PAGE

SUBMIT ONE (1) HARD-COPY ORIGINAL AND ONE (1) EXACT ELECTRONIC PDF COPY OF EACH QUALIFICATIONS PACKET ON A USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:

CITY CLERK
CITY OF ST. AUGUSTINE BEACH, FL
2200 A1A S
ST. AUGUSTINE, FLORIDA 32080

FULL LEGAL NAME OF RESPONDENT:

MAILING ADDRESS: _____

POINT OF CONTACT NAME, TITLE & EMAIL ADDRESS: _____

DATE: _____

Respondent must circle the Category of Service below for which Respondent is seeking qualification with this packet:

Architectural Services

Surveying Services

GIS Services

Environmental Services

General Civil Engineering Services

Mechanical/Electrical/Plumbing Engineering

ATTACHMENT "A" – QUALIFICATION CERTIFICATION

Respondent submits this Qualifications for provision of the professional services indicated on the Cover Page herein.

A copy of the license(s) under which our firm is engaged in performing the specified professional services in the state of Florida is attached. The Respondent is licensed in accordance with Sections 471.023, 472, 481.219, and/or 481.319, Florida Statutes, as applicable, and said license is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of submitting proposals for projects under the above referenced contract, if awarded, unless suspended or terminated by the City of St. Augustine Beach.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by City of St. Augustine Beach, to verify statements given provided in this submitted Qualifications.

The Undersigned further authorizes the City of St. Augustine Beach, FL designee to disclose, without any liability whatsoever, any and all information contained in the submitted Qualifications.

The Undersigned attests that it has not been disqualified by any public agency in the State of Florida. If Respondent has been disqualified by any agency in the State of Florida, Respondent must list below or attach to this Certification.

(Respondent's Full Legal Company Name)

This _____ day of _____, 20____

Attest:

By: _____
Signature – Respondent Representative Printed Name & Title

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:_____

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "B" – AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {Respondent}, being
of lawful age and being duly sworn I, {Respondent Representative}
, as {Position or Title} (ex: CEO, officer, president, duly
authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____, 20____.

Signature of Affiant

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "C" – AFFIDAVIT

CITY COMMISSION
CITY OF ST. AUGUSTINE BEACH, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____
CITY OF _____

Respondent Representative, _____ (Name) who, being duly sworn, deposes and says he is _____ (Title) of _____ (Full Legal Name), the Respondent submitting this qualifications for services described the RFQ Documents.

The affiant further states that Respondent, the individual, his firm, or corporation under the same or different name shall only have interest in the Qualifications submitted by the Respondent in response to the above referenced RFQ and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of open and fair competition in connection with this firm's submitted Qualifications in response to this RFQ. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Respondent Firm)

By _____
Signature – Authorized Representative

Title

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT “D” – CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: RFQ No 23-06; Continuing Contracts for As Needed Professional Services

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of City of St. Augustine Beach (“City”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant’s/Contractor’s professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative: _____
Signature

Print Name/Title

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "E" – DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Respondent Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in City of St. Augustine Beach's request for qualifications a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "F" – E-VERIFY AFFIDAVIT

STATE OF _____
CITY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Consultant") hereby swears or affirms as follows:

1. Consultant understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant and shall expressly require any subconsultants/subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor.
3. Consultant shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subconsultants/subcontractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which City of St. Augustine Beach may immediately terminate the Agreement without notice and without penalty. The Consultant further understands and agrees that in the event of such termination, Consultant shall be liable to the City of St. Augustine Beach for any costs incurred by the City of St. Augustine Beach resulting from Consultant's breach.

Dated this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Consultant

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

ATTACHMENT "G"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

(To be signed by an Authorized Representative of Respondent and Notarized.)

The Affiant _____, (Full Legal Name) who, being by me first duly sworn, made the following statement:

1. The business address of _____ (Full Legal Name of Respondent) is _____
2. My relationship to _____ (Full Legal Name of Respondent) is _____ (Title).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Respondent Full Legal Name

By: _____
Signature of Authorized Representative

Printed Name & Title

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

ATTACHMENT "H"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY
EXCLUSION – PRIMARY COVERED TRANSACTIONS

Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-contractor, sub-consultant, material supplier or vendor, that it proposes to contract with.

SUBCONSULTANT:

By: _____
Signature

Sub-Recipient's Name

Name and Title

Division Contract Number

Street Address

FPN Project Number

City, State, Zip

Date

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "I" – CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The Respondent certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Respondent: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

ATTACHMENT "J" – CLAIMS, LIENS, LITIGATION HISTORY

Respondents shall complete the form below, and provide any and all information requested. If additional pages must be attached to provide the explanation or detail requested, additional pages may be attached. Failure to fully disclose the information requested may be grounds for Respondent to be deemed non-responsive and removed from further consideration under this RFQ.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____

If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No_____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

OPTIONAL CHECKLIST

SECTION	SUBMITTAL COMPONENTS	CHECK BOX
Section 1	Cover Page & Cover Letter	
	Delegation of Authority Letter (If Applicable)	
Section 2	Qualifications	
	Respondent Licenses / Certifications	
	Company & Team Organizational Chart	
	Staff Qualifications	
	Attachment "J"	
Section 3	Related Experience	
Section 4	Current & Projected Workloads	
Section 5	DBE/MBE/WBE/VBE Certification	
Section 6	Administrative Information – Other Required Forms	
	Attachment "A" – Qualifications Certification	
	Attachment "B" – Affidavit of Solvency	
	Attachment "C" – City of St. Augustine Beach Affidavit	
	Attachment "D" – Conflict of Interest Disclosure Form	
	Attachment "E" – Drug-Free Workplace Form	
	Attachment "F" – E-Verify Affidavit	
	Attachment "G" – Sworn Statement on Public Entity Crimes	
	Attachment "H" – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
	Attachment "I" – Certification for Disclosure of Lobbying Activities	
	Attachment "J" -- Claims, Liens, Litigation History	
	Certificates of Insurance	
	Acknowledged Addenda	

SUBMITTAL PACKAGE LABEL

Respondents are encouraged to use the Submittal Package Label provided below to assist in properly identifying their submittal package for appropriate processing.

SEALED RFQ • DO NOT OPEN	
SEALED RFQ #:	RFQ 23-06
RFQ TITLE:	Continuing Contract for As Needed Professional Services
DUE DATE/TIME:	Thursday November 9, 2023 No Later Than 3:00 P.M.
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	City Clerk City of St. Augustine Beach 2200 A1A S St. Augustine, FL 32080



END OF DOCUMENT

EXHIBIT A to RFQ 23-06

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

City of St. Augustine Beach
2024 Proposed Standard Hourly Rates

Labor Category	Hourly Rate
Project Officer	\$ 285
Senior Project Manager	\$ 260
Project Manager	\$ 210
Chief Engineer or Scientist	\$ 275
Senior Engineer	\$ 265
Senior Scientist	\$ 195
Project Engineer	\$ 210
Project Scientist	\$ 165
Engineer or Scientist	\$ 150
Engineer Intern (PhD)	\$ 135
Engineer Intern or Associate Scientist	\$ 125
Designer	\$ 130
Senior CADD Designer	\$ 135
CADD Designer	\$ 130
Senior CADD Technician	\$ 110
CADD Technician	\$ 100
Systems Analyst	\$ 200
Senior GIS Analyst or Senior GIS Programmer	\$ 150
GIS Analyst or Programmer	\$ 115
Senior GIS Technician	\$ 100
GIS Technician	\$ 90
Senior Database Administrator	\$ 190
Database Administrator	\$ 160
Environmental Data Analyst	\$ 105
Senior Field Technician Environmental	\$ 115
Field Technician Environmental	\$ 105
Senior Construction Administrator	\$ 185
Construction Administrator	\$ 160
Senior Field Representative Construction	\$ 130
Field Representative Construction	\$ 110
Construction Project Coordinator	\$ 90
Senior Administrative Assistant	\$ 115
Administrative Assistant	\$ 90
Senior Technical Editor	\$ 155

Travel – Company Vehicle – \$0.65/mile plus 15%

Travel – Personal Vehicle – IRS Standard Mileage Rate plus 15%

Subconsultants – Cost plus 15%

Rates Effective January 1, 2024

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

This Exhibit C FEMA Supplement (Exhibit C) is incorporated by this reference into the applicable Professional Services Agreement (PSA) between the Consultant and the City (hereafter collectively the “Contract”), and shall be applicable to those services performed under the Contract, which are funded through the FEMA Public Assistance Program. Exhibit C includes contract clauses that amend, delete or modify provisions of the MCA. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the PSA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the PSA.

1. Equal Employment Opportunity.

a. Race, Color, Creed, National Origin, Sex, Sexual Orientation, Political Affiliation. The Consultant shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

b. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623, Consultant agrees to refrain from discrimination against present and prospective employees for reasons of age.

c. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

2. Compliance with the Copeland “Anti-Kickback” Act. (Not Applicable)

a. Applicability. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

b. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. Specifically, the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

c. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

d. Breach. A breach of the contract clauses in subsections (b) and (c) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Compliance with the Contract Work Hours and Safety Standards Act. (Not Applicable)

a. Applicability. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

b. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Health and Safety Standards. Pursuant to 40 U.S.C. § 3704, no contractor or subcontractor contracting for any part of the Work shall require any laborer or mechanic employed in the performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety.

e. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

f. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible

for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) through (f) of this section.

4. Environmental Compliance.

a. The Consultant agrees to comply with all applicable standards, orders, regulations, or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Compliance with Debarment and Suspension Regulations.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Consultant must at all times throughout the period of any Contract comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. By executing the PSA, Consultant certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532

6. Compliance with Uniform Administrative Requirements.

a. Domestic Preferences (2 C.F.R. pt 200.322). As appropriate and to the greatest extent practicable and consistent with law, Consultant shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Consultant further agrees to include a provision requiring compliance with such domestic preference in its lower tier covered transactions.

b. The Consultant will comply with all uniform administrative requirements, cost principles, and audit requirements for Federal awards as described in 2 C.F. R. Part 200.

c. The Consultant will comply with the prohibition on Certain Telecommunications and Video Surveillance Services or Equipment pursuant to a 2 C.F.R. pt. 200.216.

7. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required).

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. Access to Records. The following access to records requirements apply to this Contract:

a. The Consultant agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Consultant agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.

d. In compliance with the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. Procurement of Recovered Materials.

a. In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. DHS Seal, Logo, and Flags.

The Consultant shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. Compliance with Federal Law, Regulations, and Executive Orders.

The Consultant acknowledges that FEMA financial assistance will be used to fund all or a portion of the Work. The Consultant will comply with all applicable federal law, regulations, executive orders, DHS and/or FEMA policies, procedures, requirements and directives.

12. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Contract.

13. Fraud and False or Fraudulent or Related Acts.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

14. DHS Seal, Logo, and Flags.

The Consultant shall not use the Department of Homeland Security's ("DHS") or FEMA's or City's seal(s), logos, crests, or reproductions of flags or likenesses of any DHS agency officials without specific FEMA or City's prior written approval.

CDBG AND CDBG-DR REQUIRED CONTRACT CLAUSES

This Exhibit D Community Development Block Grant (CDBG) and Community Development Block Grant-Disaster Recovery (CDBG-DR) Supplement (Exhibit D) is incorporated by this reference into the applicable Professional Services Agreement (PSA) between the Consultant and the City (hereafter collectively the “Contract”), and shall be applicable to those services performed under the Contract, which are funded through the CDBG and/or CDBG-DR. Exhibit D includes contract clauses that amend, delete or modify provisions of the PSA. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the PSA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the PSA.

1. Equal Employment Opportunity

a. The Consultant agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b. Race, Color, Creed, National Origin, Sex, Sexual Orientation, Political Affiliation. The Consultant shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

2. Compliance with the Davis Bacon Act. (Not applicable)

a. Applicability. This section applies to all construction contracts in excess of \$2,000.

b. Minimum Wages. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week.

c. Award of this Contract to the Contractor is conditioned upon the Contractor’s acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this Contract.

3. Compliance with the Copeland Anti-Kickback Act. (Not Applicable)

a. Applicability. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

b. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. Specifically, the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

c. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

d. Breach. A breach of the contract clauses in subsections (b) and (c) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Compliance with the Contract Work Hours and Safety Standards Act. (Not Applicable)

a. Applicability. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

b. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Health and Safety Standards. Pursuant to 40 U.S.C. § 3704, no contractor or subcontractor contracting for any part of the Work shall require any laborer or mechanic employed in the performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety.

e. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

f. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) through (f) of this section.

5. Environmental Compliance.

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through CDBG or CDBG-DR funds.

6. Compliance with Debarment and Suspension Regulations.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals as defined at 2 C.F.R. §180.995, or its affiliates as defined at 2 C.F.R. §180.905 are excluded or disqualified as defined at 2 C.F.R. §180.940 and §180.935.

b. The Consultant must at all times throughout the period of any contract comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. By executing the PSA, Consultant certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532.

7. Compliance with Uniform Administrative Requirements. (Not Applicable)

a. Domestic Preferences (2 C.F.R. pt 200.322). As appropriate and to the greatest extent practicable and consistent with law, Consultant shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United states (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Consultant further agrees to include a provision requiring compliance with such domestic preference in its lower tier covered transactions.

b. The Consultant agrees to comply with all uniform administrative requirements, cost principles, and audit requirements for Federal awards as described in 2 C.F. R. Part 200.

c. The Consultant agrees to comply with the prohibition on Certain Telecommunications and Video Surveillance Services or Equipment pursuant to a 2 C.F.R. pt. 200.216.

8. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required).

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. Procurement of Recovered Materials.

a. In the performance of this Contract, the Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The Consultant shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. Section 3 Clause.

- a.** The Work to be performed under this Contract is part of a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b.** The parties to this Contract agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- c.** The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advertising the Consultant's commitments under this Section 3 clause. The Consultant shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d.** The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The Consultant shall not subcontract with any subconsultant or subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e.** The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.
- f.** Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.
- g.** With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Work to be performed under this Contract. Section 7(6)

requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

Consultant acknowledges that this Contract is funded entirely or in part by CDBG or CDBG-DR funds. The Consultant is responsible for ensuring its compliance with all applicable federal law, regulations, requirements, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (15 U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

Additionally, Consultant is responsible for ensuring that its subcontractors, regardless of tier, perform in accordance with the terms, conditions and specifications of the Contract including all applicable federal laws, regulations, requirements, executive orders, policies, procedures and directives. Upon the request of the City, Consultant shall provide evidence of the steps it has taken to ensure its compliance with the above requirements, as well as evidence of the steps it has taken to ensure subcontractor compliance.

12. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Contract.

13. Fraud and False or Fraudulent or Related Acts.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) REQUIRED CONTRACT CLAUSES

This Exhibit E American Rescue Plan Act of 2021 (ARPA) Supplement (Exhibit E) is incorporated by this reference into the applicable Professional Services Agreement (PSA) between the Consultant and the City (hereafter collectively the “Contract”), and shall be applicable to those services performed under the Contract, which are funded through ARPA. Exhibit E includes contract clauses that amend, delete or modify provisions of the PSA. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the PSA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the PSA.

- 1. Access to Records.** The following access to records requirements applies to this Agreement:
 - a. The Consultant shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c) of the Social Security Act and the U.S. Department of the Treasury’s regulations implementing those sections, and guidance regarding the eligible uses of funds.
 - b. The Consultant agrees to provide the City, the Treasury Office of Inspector General, the Government Accountability Office, the Pandemic Relief Accountability Committee, and/or any of their authorized representatives right of access to records (electronic or otherwise) of the Consultant in order to conduct audits, or other investigations.
 - c. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - d. Records shall be maintained by Consultant for a period of five (5) years after expiration or termination of this Agreement unless a longer period is otherwise specified by the Treasury Office, or Applicable Law.
- 2. Compliance with Applicable Law, Regulations, and Executive Orders.**

Consultant agrees to comply with the requirements of section 603 of the Social Security Act (the “Act”), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations and executive orders. Consultant shall provide for such compliance by other parties in any contracts or agreements it enters into with other parties relating to this Agreement. Consultant shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees arising out of or relating in any way to the non-observance or breach of any such applicable federal statute, regulation or executive order.

 - a. Federal regulations applicable to this Agreement include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Agreement.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. By executing this Agreement, Consultant certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532.
 - vi. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vii. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - viii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - ix. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - x. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this Agreement include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Consultant shall not discriminate against any employee or

applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

- iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- v. The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§623) and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- vi. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

3. Assurances of Compliance with Civil Rights Requirements

- i. Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- ii. Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Consultant understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant's programs, services, and activities.
- iii. Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

- iv. Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees, and assignees for the period in which such assistance is provided.
- v. Consultant shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

4. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations, responsibilities, or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Agreement.

5. Fraud and False or Fraudulent or Related Acts.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement.

6. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required).

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. Repayment Obligations.

Consultant understands and agrees that any unused funds received under this Agreement will be forfeited and any payments received for Services which violate this ARPA Supplement (as determined by the Treasury Office) shall result in immediate repayment to the City.

8. Seals, Logos, and Flags.

The Consultant shall not use the Department of the Treasury or City's seal(s), logos, crests, or reproductions of flags or likenesses of any of the Treasury agency officials without specific Treasury Office or County's prior written approval.

9. Publications.

Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of St. Augustine City Commission by the U.S. Department of the Treasury."

10. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Consultant, or subconsultant who has the responsibility to investigate, discover, or address misconduct. Consultant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

11. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

12. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving. Consultant is further encouraged to establish workplace safety policies to decrease accidents caused by distracted drivers.



City of St. Augustine Beach

NOTICE OF AWARD

January 18, 2024

Mr. Mark Nelson, PE, Senior Consultant
Jones, Edmunds and Associates, Inc.
13545 Progress Blvd., Suite 100
Alachua, FL 32615

RE: RFQ No: 23-06; Continuing Contracts for As Needed Professional Services
Master Contract No: 23-06-PSA-ENG-JE

The City of St. Augustine Beach City Commission has approved award and execution of the attached Contract under the above referenced RFQ for the following Categories: #3 – Environmental; #4 – GIS and #5 – General Civil Engineering. The approved hourly rates have been incorporated into the Agreement.

Attached, via email, is an electronic copy of the Agreement and an Acceptance of this Notice of Award. Please sign, date, seal (if applicable) and return all of the following **within ten (10) consecutive calendar days of receipt** of this Notice:

1. The Agreement signed by an authorized representative. Agreement may be printed, signed, scanned and emailed or mailed via USPS, or may be digitally signed (using a secure electronic signature platform such as DocuSign or HelloSign) and returned via email. If the authorized representative is not a Principal of the firm, or a Delegation of Authority Letter has not been provided, then one must be provided with the signed copy of the Agreement. ***(Date only the signature page of the agreement. Please DO NOT date the front page of the contract.)***
2. The Acceptance of the Notice of Award (2nd page of this notice), signed by an authorized representative.
3. All applicable Certificates of Insurance as stated in Article 13 of the Agreement.

NOTE: In accordance with the RFQ Documents, failure to return the required documents within the time shown above may deem your firm non-responsive.

All Documents must be returned to my attention, at the information provided below. Upon agreement and signature by the City, a fully executed copy of the Agreement will be returned to your firm.

Should you have any questions regarding this notice please don't hesitate to contact me.

Sincerely,
City of St. Augustine Beach, FL
City Commission

Jason D. Sparks
Digitally signed by
Jason D. Sparks
Date: 2024.01.18
17:54:56 -05'00'

Date: _____

Jason D. Sparks, P.E.
Engineering Director
(904) 484-9126 – Direct
jsparks@cityofsab.org

RFQ No: 23-06; Continuing Contracts for As Needed Professional Services
Master Contract No: 23-06-PSA-ENG-JE

ACCEPTANCE OF NOTICE OF AWARD

The undersigned hereby acknowledges receipt of the Notice of Award and associated Contract Documents.

Jones, Edmunds & Associates, Inc. this 30th day of January, 2024.

By: *Stanley F. Ferreira, Jr.*
X Stanley F. Ferreira, Jr. (Jan 30, 2024 16:49 EST)
Signature of Authorized Representative

Name: Stanley F. Ferreira, Jr., PE
(Please Type or Print)

Title: President & CEO
(Please Type or Print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Brian R Hadar PHONE (A/C, No. Ext): (214) 323-4602 E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Travelers Property Casualty Co of Amer INSURER C: Charter Oak Fire Insurance Company INSURER D: XL Specialty Insurance Company INSURER E: INSURER F:	NAIC # 25623 25674 25615 37885
--	--	---

COVERAGES**CERTIFICATE NUMBER:** 78393721**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	6808N190672	6/30/2023	6/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	BA8R804284	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000 ☐ CLAIMS-MADE	☒	☒	CUP8N201316	6/30/2023	6/30/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB8N190948	6/30/2023	6/30/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		☒	DPR5015138	6/30/2023	6/30/2024	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
Re: RFQ 23-06, Continuing Contract for As-Needed Professional Services.

CERTIFICATE HOLDER**CANCELLATION**

City of Saint Augustine Beach
Attn: City Manager
2200 A1A South
Saint Augustine Beach FL 32080

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Hadar

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Cepra Right-of-Way Maintenance Contract Renewal in the Amount of \$79,348.80

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT: Funding will be allocated from account 001-541-30-3440 (ROW Maintenance).

HISTORY/FACTS/ISSUES:

Public Works has received a new proposal from Cepra for right-of-way (ROW) landscape maintenance services. Under the city's Interlocal Service Boundary Agreement (ISBA), the city is responsible for maintaining non-irrigated ROW areas along Warm Springs Avenue and Morse Boulevard.

Public Works staff have coordinated with Cepra, the District's landscape maintenance contractor, to extend these services. Cepra has submitted a proposal under the updated piggyback agreement based on the District's new landscape maintenance contract (RFP#23P-005, Group A). The proposal also includes costs for maintaining the ROW along Bigham Trail, which is adjacent to Warm Springs Avenue.

The city will utilize the Cepra District Property Management Contract (RFP#23P-005, Group A) to secure these services. The total cost of the agreement is \$79,348.80, which will be allocated from account 001-541-30-3440 (ROW Maintenance).



Proposal

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
City of Wildwood-Public Works 743 huey Street Wildwood, FL 34785

PROPOSAL #	DATE
44551 (v. 0)	11/20/2024

DESCRIPTION	
November 2024 City of Wildwood bahia mowing on Warm Springs Ave & Bigham Trail. This is an annual cost of maintenance for the following items: -Mow -String Trim -Edging all concrete curbs and culverts -Blow all concrete edge lines and grass clippings *The mowing specifications in this proposal will mirror District Property Management RFP #23P-005	\$79,348.80

W.S.A 511 to the block wall on the South side (City)				\$684.00
Description	Type	Qty	Unit \$	Total \$
Landscape/Enhancements	EA	855.00	\$0.80	\$684.00

W.S.A Cemetary to Bighman Trl on South side (City)				\$755.20
Description	Type	Qty	Unit \$	Total \$
Landscape/Enhancements	EA	944.00	\$0.80	\$755.20

W.S.A. from Bighman Trl to US 301 (City)				\$8,000.00
Description	Type	Qty	Unit \$	Total \$
Landscape/Enhancements	EA	10,000.00	\$0.80	\$8,000.00

W.S.A Bigham to black fence on N side (Villages)				\$5,911.19
Description	Type	Qty	Unit \$	Total \$
Landscape/Enhancements	EA	7,389.00	\$0.80	\$5,911.19

W.S.A Bigham to Circle @ Fenney Way (Villages)				\$25,510.40
Description	Type	Qty	Unit \$	Total \$
Landscape/Enhancements	EA	31,888.00	\$0.80	\$25,510.40

W.S.A. Marsh Bend to E.O.T. West (Villages)				\$2,044.03
Description	Type	Qty	Unit \$	Total \$
Landscape/Enhancements	EA	2,555.00	\$0.80	\$2,044.03

W.S.A. from C.C.C. to Morse Circle N (Villages)				\$6,666.39
Description	Type	Qty	Unit \$	Total \$
Landscape/Enhancements	EA	8,333.00	\$0.80	\$6,666.39

Morse Blvd circle to Sandalwood West (Villages)				\$5,777.59
Description	Type	Qty	Unit \$	Total \$
Landscape/Enhancements	EA	7,222.00	\$0.80	\$5,777.59

Morse Blvd Sandalwood to 44 E & W (Villages)				\$24,000.00
Description	Type	Qty	Unit \$	Total \$
Landscape/Enhancements	EA	30,000.00	\$0.80	\$24,000.00

Total \$79,348.80

Terms and Conditions

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
2. **Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
6. **Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
7. **Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination
8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
10. **Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.
11. **Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

Customer Printed Name

Customer Signature

Date

Job ID: 44551

**AGREEMENT FOR SERVICES BETWEEN SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT AND CEPRA LANDSCAPE, LLC
FOR LANDSCAPE AND IRRIGATION MAINTENANCE FOR MORSE BLVD PHASES 4-
8 VARIOUS SLRDD RECREATION AREAS & PORTIONS OF MULTIPLE DISTRICTS
RFP #23P-005 (Group A)**

THIS AGREEMENT is made this 12th day of June 2023, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), and effective on October 1st, 2023, whose address is 984 Old Mill Run, The Villages, Florida 32162, and **CEPRA LANDSCAPE, LLC** (hereafter referred to as "SUPPLIER" or "CONTRACTOR"), whose address is 3598 SW 74TH Avenue, FL 34474

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for LANDSCAPE AND IRRIGATION MAINTENANCE FOR MORSE BLVD PHASES 4-8 VARIOUS SLRDD RECREATION AREAS & PORTIONS OF MULTIPLE DISTRICTS, and wishes to enter into an Agreement with a party capable of providing suitable landscape and irrigation maintenance; and

WHEREAS, CONTRACTOR provides landscape maintenance for properties such as those owned or operated by the DISTRICT, and wishes to enter into a contract whereby the CONTRACTOR performs services for the DISTRICT in consideration of payments from the DISTRICT to the CONTRACTOR;

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

1. SERVICES BY CONTRACTOR

- 1.1 CONTRACTOR, for and in consideration of the payments hereinafter specified and agreed to be made by DISTRICT, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for LANDSCAPE AND IRRIGATION MAINTENANCE FOR MORSE BLVD PHASES 4-8 VARIOUS SLRDD RECREATION AREAS & PORTIONS OF MULTIPLE DISTRICTS, Request for Proposals (RFP) #23P-005, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2 All maintenance and repair of equipment shall be the responsibility of the CONTRACTOR, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this agreement.
- 1.3 The CONTRACTOR shall promptly notify the DISTRICT of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the CONTRACTOR required by this Agreement. CONTRACTOR agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- 1.4 The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site clean-up and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations.
- 1.5 All CONTRACTOR and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- 1.6 CONTRACTOR shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and rights-of-way to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR.

- 1.7 CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the CONTRACTOR's employees.
- 1.8 CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, CONTRACTOR must only employ individuals who are legally authorized to work in the United States of America. CONTRACTOR hereby is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including subcontractors) employed/assigned during the contract term by the CONTRACTOR to perform work pursuant to this Agreement. To certify participation in the program, CONTRACTOR, and any subcontractors to the CONTRACTOR, is required to sign an E-Verify CONTRACTOR/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.
2. **PAYMENT**
 - 2.1 In consideration of the services provided by the CONTRACTOR pursuant to this Agreement, DISTRICT agrees to pay to CONTRACTOR the unit prices submitted by CONTRACTOR as a result of CONTRACTOR's response to RFP #23P-005 as provided for in Exhibit "A" to this Agreement.
 - 2.2 Invoices shall be submitted via email to accountspayable@districtgov.org. Payment by the DISTRICT will be made per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
 - 2.4 The DISTRICT agrees to pay the CONTRACTOR for additional work performed by the CONTRACTOR pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the CONTRACTOR under the terms of this agreement.
3. **CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Contract between DISTRICT and CONTRACTOR and which are made part hereof by this reference, consist of the following:

 - 3.1 Request for Proposals
 - 3.2 Instructions, Terms, and Conditions
 - 3.3 Proposal Forms
 - 3.4 Supplemental Services
 - 3.5 Florida Friendly Plant List (rev 3)
 - 3.6 Irrigation Equipment List (rev 3)
 - 3.7 Wildlife Habitat Management Plan (if applicable)
 - 3.8 Proposer's Certification
 - 3.9 Insurance Requirements
 - 3.10 General Terms and Conditions
 - 3.11 Scrutinized Companies
 - 3.12 Drug Free Workplace Certificate
 - 3.13 Statement of Contractor's Experience, Equipment & Personnel
 - 3.14 W-9
 - 3.15 E-Verify Contractor/Subcontractor Affidavit
 - 3.16 Scope of Work / Specifications
 - 3.17 Agreement for Services
 - 3.18 Permits / Licenses
 - 3.19 All Proposal Addenda Issued Prior to Proposal Opening Date
 - 3.20 All Modifications and Change Orders Issued
 - 3.21 Notice of Award / Notice to Proceed

4. **TERM:**

The initial term of Agreement shall be October 1, 2023 through September 30, 2026, with the option to renew for one (1), three (3) year period. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices awarded by CONTRACTOR shall remain fixed and firm for the initial term of the Agreement. At a minimum of six (6) months prior to the end of the initial term, CONTRACTOR may submit a request in writing to the DISTRICT to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. Any agreed upon negotiated price change shall remain firm for the remainder of the one (1), three (3) year renewal term.

5. **INSURANCE**

5.1 **General Liability.** CONTRACTOR shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. DISTRICT(s) shall be named as Additional Insured.

5.2 **Automobile Liability Insurance** covering all automobiles and trucks the CONTRACTOR may use in connection with this RFP. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. DISTRICT(s) shall be named as Additional Insured.

5.3 **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.

5.4 **Waiver of Subrogation:** By entering into any contract as a result of this RFP, CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.

5.5 **Workers' Compensation Insurance, as required by the State of Florida.** As required by the State of Florida. CONTRACTOR and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. CONTRACTOR must provide certificate of insurance showing Worker's Compensation coverage.

5.6 **Certificate(s) shall be dated and show:**

5.6.1 The name of the insured CONTRACTOR, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.

5.6.2 Statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

5.6.3 Subrogation of Waiver clause.

5.6.4 The Village Center Community Development District and any other governmental agencies using this agreement in cooperation with the DISTRICT shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.

5.6.5 The CONTRACTOR shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.

5.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

6. **WARRANTY**

6.1 SUPPLIER shall offer the following warranties on installed plant materials. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.

- Trees/Palms/Specimen Plants – One (1) Year Warranty
- New Plant Material/Shrubs – Ninety (90) Day Warranty
- Turf/Sod – Sixty (60) Day Warranty
- Irrigation - One (1) Year Warranty

6.2 At the end of the warranty period, and at any time during that period, any plant material that has died or is not in satisfactory condition as determined by the DISTRICT, shall be removed and replaced with new healthy material of the original specified size and type within 10 calendar days. Excluded are replacements of plants due to acts of God, theft, vandalism, or acts of negligence on

the part of others, and due to deleterious soil and/or drainage conditions which SUPPLIER documented to the attention of the DISTRICT at the time of installation. The new material shall be guaranteed as outlined above, commencing the date accepted. SUPPLIER shall be responsible for the cost of all material and labor. The time limit may be extended by agreement for any plant material in questionable condition at the time of the warranty period.

- 6.3 SUPPLIER warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- 6.4 SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
- 6.5 All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty.

7. SELF HELP BY DISTRICT

- 7.1 Within three (3) calendar days (72 hours) after being notified by DISTRICT in writing of defective or unacceptable work, if the CONTRACTOR fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to CONTRACTOR, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the CONTRACTOR immediately begins corrective work, and DISTRICT reasonably determines that the CONTRACTOR is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow CONTRACTOR to complete correction of the defective or unacceptable work. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.
- 7.2 All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.
- 7.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the CONTRACTOR in default in accordance with applicable provisions of the Agreement.
- 7.4 The accumulation of three (3) 72 hour notices within a 6 month period may result in termination of the agreement as determined by the DISTRICT.

7.5 SATISFACTORY PERFORMANCE

7.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, CONTRACTOR agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the DISTRICT in its discretion.

7.5.2 The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a daily basis by the DISTRICT. CONTRACTOR performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

7.5.3 Any damage to DISTRICT property by the contractor shall be repaired by the respective tradesmen initiated though the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the CONTRACTOR responsible for said area and cost of repairs.

8. TERMINATION BY THE DISTRICT

8.1 The performance of work under this Contract may be terminated by DISTRICT in accordance with this clause in whole or from time to time in part, whenever DISTRICT determines that CONTRACTOR is in default of the terms of this Agreement. Any such termination shall be effected by delivery to CONTRACTOR a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.

8.2 After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:

8.2.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

8.2.2 Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Contract.

8.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

8.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the DISTRICT to the extent CONTRACTOR may require, which approval or ratification shall be final for all purposes of this clause.

8.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.

8.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to DISTRICT CONTRACTOR's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by DISTRICT. No claim will be allowed for any expense incurred by CONTRACTOR to after the receipt of the Notice of Termination and CONTRACTOR shall be deemed to waive any right to any further compensation.

8.4 CONTRACTOR and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.

8.5 DISTRICT may, for any reason, terminate performance under this Agreement by the CONTRACTOR for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by CONTRACTOR as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

9. ASSIGNMENT

9.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

10. NOTICE OF SALE OR MERGER

10.1 CONTRACTOR may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event CONTRACTOR intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of CONTRACTOR under this Agreement, or to a third party that is not approved by DISTRICT, then CONTRACTOR shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from CONTRACTOR for its breach of contract, in addition to any other remedy provided for in this Agreement.

11 BREACH OF CONTRACT

11.1 The failure of CONTRACTOR to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by CONTRACTOR. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the CONTRACTOR from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

12 OTHER MATTERS

- 12.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.
- 12.2 SUPPLIER shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Human Resources Department; however, the SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.
- 12.3 The obligations of the SUPPLIERS under this agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 12.4 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- 12.5 The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Sumter County, Florida, and SUPPLIER does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 12.6 SUPPLIER does hereby specifically promise and agree to "hold harmless", defend and indemnify the DISTRICT and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- 12.7 SUPPLIER shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further SUPPLIER shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- 12.8 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The SUPPLIER recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 12.9 It may become necessary that additional areas are to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the SUPPLIER as provided for in Exhibit "A" to the Agreement.
- 12.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 12.11 Time is of the essence in the performance of this Contract. The SUPPLIER specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the SUPPLIER.

13 IN THE EVENT OF A DECLARED EMERGENCY OR DISASTER, CONTRACTOR shall assist the District if requested and approved by the District's Emergency Disaster Debris Contractor.

- 13.1 Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. The DISTRICT must approve the scope of work and rates prior to work commencement.
- 13.2 Hourly rates for equipment apply only when equipment is operating per the DISTRICT approved scope of work and includes all associated costs such as operator, fuel, maintenance and repair.
- 13.3 Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time and mobilization time is not an eligible expense. CONTRACTOR personnel shall report to a DISTRICT designated contact person prior to beginning the work shift and again at the end of the work shift. CONTRACTOR personnel shall sign a report form documenting and certifying the hours worked and the location and type of work performed.
- 13.4 Contractor shall maintain and whenever requested supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- 13.5 District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

14 SUPPLIER'S REPRESENTATIONS

- 14.1 SUPPLIER makes the following representations:
- 14.2 SUPPLIER has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 14.3 SUPPLIER declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that SUPPLIER has satisfied itself relative to the work to be performed.
- 14.4 SUPPLIER has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 14.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- 14.6 SUPPLIER declares that submission of a proposal for the work constitutes an incontrovertible representation that the SUPPLIER has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 14.7 Equal Opportunity: SUPPLIER assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- 14.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a SUPPLIER, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted Respondent list.

14.9 Public Records Act/Chapter 119 Requirements: SUPPLIER /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this agreement is one for which services are provided by doing the following:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfers to the DISTRICT, at no cost, all public records in possession of the SUPPLIER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

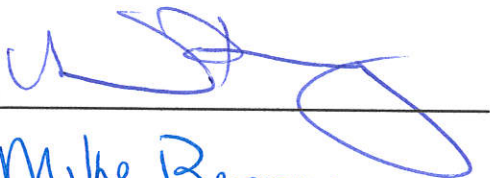
JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@DISTRICTgov.org

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **CEPRA LANDSCAPE, LLC** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

**CEPRA
LANDSCAPE, LLC**

By: _____



Print Name

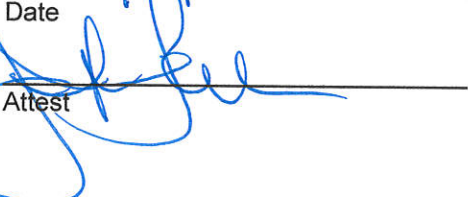
Print Title

Date

Attest

Mike Bernin
Chairman

6/12/22



By: _____



Print Name

Print Title

Date

Attest

Brandon Ray
Vice-President
5/30/23

RFP 23P-005 Landscape & Irrigation Maintenance for Morse Blvd Phases 4-8,
Various SLCDD Recreation Areas & Portions of Multiple Districts

Supplier Pricing Input Form - Group A (SL only) & (D15)

Item Description	Total Quantity	Unit Type	Unit Price	Annual Combined Grand Total	Monthly Combined Grand Total
Annuals (4 Times Per Year)	46,219	EACH	\$2.00	\$369,752.00	\$30,812.67
Zoysia	277,566	SY	\$1.75	\$485,740.50	\$40,478.38
St. Augustine	65,028	SY	\$1.75	\$113,799.00	\$9,483.25
Bahia Low	0	SY	\$0.50	\$0.00	\$0.00
Bahia Turf Standard Maintenance	41,274	SY	\$0.80	\$33,019.20	\$2,751.60
Bahia Pasture (6 Times Per Year)	0.0	ACRE	\$90.00	\$0.00	\$0.00
Bermuda Turf	7,154	SY	\$2.05	\$14,665.70	\$1,222.14
Standard Maintenance or Shrub Beds	232,482	SY	\$2.40	\$557,956.80	\$46,496.40
Low or Basin Beds	0	SY	\$0.70	\$0.00	\$0.00
Mulch Beds	49	SY	\$0.50	\$24.50	\$2.04
Open Spaces	0	SY	\$0.60	\$0.00	\$0.00
Natural Buffers	0	SY	\$0.90	\$0.00	\$0.00
Trees	3,085	EACH	\$18.00	\$55,530.00	\$4,627.50
Palms	2,572	EACH	\$18.00	\$46,296.00	\$3,858.00
Pots	0	EACH	\$200.00	\$0.00	\$0.00
Irrigation Zones	1,196	EACH	\$170.00	\$203,320.00	\$16,943.33
TOTALS				\$1,880,103.70	\$156,675.31

NOTE(S):

- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Village Community Development Districts in the form of an Agreement to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Agreement Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP.

Brandon Ray, Vice-President

Authorized Agent Name: Title (Print)

Authorized Signature

4/4/2023

Date

Name of Proposer's Firm:

Cepra Landscape, LLC

This document must be completed and returned with your Submittal

EXHIBIT A

RFP 23P-005 Landscape & Irrigation Maintenance for Morse Blvd Phases 4-8, Proposal Form Group A (SL only)
Various SLRDD Recreation Areas & Portions of Multiple Districts

Area Description	Annuals (4 X Year)	Zoysia (SY)	St. Augustine (SY)	Bahia Turf Standard (SY)	Bermuda Turf (SY)	Standard Maintenance or Shrub Beds (SY)	Trees (EA)	Palms (EA)	Irrigation Zones (EA)
Recreation and Postal Facilities									
Lynnhaven Neighborhood Rec		309	3,903			1,808	28	20	17
Poinciana Neighborhood Rec	96		3,352			2,030	25	29	20
Sunset Pointe Neighborhood Rec		2,020				2,068	25	20	17
Ashland Neighborhood Rec			3,472			2,028	29	17	15
Belvedere Neighborhood Rec			3,333			1,772	29	17	18
Bonnybrook Neighborhood Rec			3,870			2,212	36	17	16
Winifred Neighborhood Rec			4,815			2,100	37	12	16
Allamanda Village Rec	962		7,262			4,977	27	93	37
Hibiscus Village Rec	695		3,478		1,835	5,462	34	125	39
Pimlico Village Rec	1,100		2,111		4,486	7,555	73	59	34
Churchill Village Rec	1,300		6,445			4,428	84	9	32
Bridgeport Village Rec	1,050		8,500			4,945	103		32
Bridgeport Postal Station		1,094	1,221			1,182	14	6	10
Laurel Manor Regional	1,400	10,117				7,776	149	29	28
Bridgeport @ Lake Miona Shores Postal Park & NRC		1,362				816	14	15	16
Pinellas Postal Park & NRC		2,399				2,930	18	28	14
Gilchrist Postal Park & NRC		2,399				2,930	20	47	16
Colony Cottage RRC	1,947	11,656				8,449	140	118	43
Bradenton VRC	665	6,667				7,335	58	91	39
Bacall VRC	660	8,231			833	5,040	20	60	40
Amelia Postal Park & NRC	175	3,190				1,847	29	21	19
Bonita Postal Park & NRC		4,056				1,662	50	27	21
Parks and Fields									
Black Lake Park (Project Wide)			385	1,932		288	13		2
Brinson Perry Dog Park			1,029			347	13		6
Morse Blvd Phases									
Morse Blvd Phase IV (from station 166+62 to stations 220+00)	6,832	46,456				31,091	326	278	147
Colony Blvd Recreational Trail		2,181				697	7	3	9
Morse Blvd Phase V	3,716	20,092				12,850	133	189	74
Morse Blvd Phase VI	4,287	24,626				17,642	163	180	83
Morse Blvd Phase VI East Side		41,914				25,582	320	430	32
Morse Blvd Phase VII	6,142	37,362				26,658	469	317	136
Morse Blvd Phase VIII	8,939	51,435		37,012		28,205	565	315	131

E XHIBIT A

RFP 23P-005 Landscape & Irrigation Maintenance for Morse Blvd Phases 4-8, Proposal Form Group A (SL only)
Various SLCDD Recreation Areas & Portions of Multiple Districts

Area Description	Annuals (4 X Year)	Zoysia (SY)	St. Augustine (SY)	Bahia Turf Standard (SY)	Bermuda Turf (SY)	Standard Maintenance or Shrub Beds (SY)	Trees (EA)	Palms (EA)	Irrigation Zones (EA)
Osceola Hills/Deskin Lane Entry	900								1
Security Facilities									
Hemingway Security Facility						119			
La Belle North Security Facility						73			1
La Belle South Security Facility						50			1
Pine Hills Security Facility						362			1
Sanibel Guardhouse & Security Facility						460			1
SLCDD SLAD Guardhouses	(TO BE INVOICE SEPARATELY)								
Osceola Hills North Guardhouse & Security Facility						54			
AREA TOTALS	40,866	277,566	53,176	38,944	7,154	225,830	3,051	2,572	1,164
UNIT PRICE	\$2.00	\$1.75	\$1.75	\$0.80	\$2.05	\$2.40	\$18.00	\$18.00	\$170.00
ANNUAL TOTAL	\$326,928.00	\$485,740.50	\$93,058.00	\$31,155.20	\$14,665.70	\$541,992.00	\$54,918.00	\$46,296.00	\$197,880.00
TOTAL ANNUAL AMOUNT									\$1,792,633.40
TOTAL MONTHLY AMOUNT									\$149,386.12

NOTE(S):

- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Summer Landings Community Development District in the form of an agreement to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Agreement Documents for this Project. The Proposer agrees to accept full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP.

Brandon Ray, Vice-President
Authorized Agent Name, Title (Print)

Authorized Signature

4/4/2023
Date

Name of Proposer's Firm:
Cepira Landscape, LLC

This document must be completed and returned with your Submittal

EXHIBIT A

SUPPLEMENTAL SERVICES (IF REQUESTED ONLY):

ITEM	DESCRIPTION	UNIT	PRICE
1	<u>Aerification:</u> Aerification on all Zoysia and St. Augustine turf in contracted area (NO BAHIA). This service will be completed in the months of June and November. An approved core aerification system shall be used to remove plugs that will remain and infill naturally. These services must be complete with the specified months. (Please provide a per Acre price to include entire contract area).	\$/ACRE	\$275.00/ACRE
2	<u>Bed Lines:</u> Bed lines shall be re-defined per original specifications and design intent once per year in all contracted areas. This process will begin with a proposed painted bed line by contractor to be approved by Landscape Supervisor prior to start of work. A task specific machine such as a BlueBird BB55A bed bug or similar approved equipment shall be used in completing this work to provide a consistent edge and depth. (Please provide a yearly cost contract wide).	\$/LINEAR FOOT	\$0.45/LF
3	<u>Pine Straw Removal:</u> Please provide a per Square Yard cost for the complete removal of all existing Pine Straw in all beds in contracted area with the soil removed to 4 inches along any hard surface. This cost should be a total to encompass all beds in contract area.	\$/Sq Yard	\$1.00/Sq Yd

*PLEASE BE SURE TO PRICE PER SPECIFIC UNIT (Acre, Year, or Sq Yd)

NOTE(S):

- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Village Community Development Districts in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Agreement Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."

Brandon Ray, Vice President
Authorized Agent Name, Title (Print)


Authorized Signature
4/4/2023
Date

Name of Proposer's Firm:

Cepa Landscape, LLC

FLORIDA FRIENDLY & DROUGHT TOLERANT PLANT MATERIAL REPLACEMENT PROGRAM

The awarded Contractor shall participate in the Florida Friendly and Drought Tolerant Plant Material Replacement Program. The following specifications and pricing are applicable to the replacement program only.

****PRICING IS BASED ON AN AVERAGE OF CONTRACTORS PRICING FOR PLANT MATERIAL REPLACEMENTS AS AGREED UPON AND ACCEPTED BY ALL EXISTING DISTRICT LANDSCAPE CONTRACTORS. [PRINT, SIGN and DATE]**

FLORIDA FRIENDLY PLANT LIST

Shrubs	Size/Description	Installed Unit Price 2023
African Iris White	1 gallon	\$ 5.28
African Iris Yellow	1 gallon	\$ 5.43
Agapanthus	1 gallon	\$ 5.76
Algerian ivy	1 gallon	\$ 7.41
Azalea Formosa, lavender or pink	3 gallon	\$ 11.96
Azalea 'Southern Charm'	3 gallon	\$ 12.34
Azalea standard, pink or lavender	7 gallon	\$ 48.71
Azaleas Fashion	3 gallon	\$ 12.08
Azaleas Gerbing or Tabor	3 gallon	\$ 12.05
Azaleas Red Formosa	3 gallon	\$ 11.92
Azaleas Red Ruffle	3 gallon	\$ 12.21
Bamboo, 'Alphonse Karr'	7 gallon	\$ 107.28
Bamboo, 'Alphonse Karr'	15 gallon	\$ 195.50
Bamboo, 'Alphonse Karr'	30 gallon	\$ 327.44
Bamboo, 'Golden Goddess'	7 gallon	\$ 98.13
Bamboo, 'Golden Goddess'	15 gallon	\$ 182.41
Bamboo, 'Golden Goddess'	30 gallon	\$ 342.10
Blue Daze	1 gallon	\$ 5.15
Blue Salvia	1 gallon	\$ 5.51
Blue My Mind	1 gallon	\$ 7.28
Blue Pacific Juniper	1 gallon	\$ 5.31
Bottlebrush, Dwarf	3 gallon	\$ 19.36
Boxwood	3 gallon	\$ 11.74
Boxwood	7 gallon	\$ 41.20
Boxwood	15 gallon; 30"+ ht. x 24" Spread	\$ 145.17
Bulbine 'Hallmark or Tangerine'	1 gallon	\$ 5.84
Camellia Japonica	7 gallon	\$ 84.26
Camellia Japonica	15 gallon 4-5' ht x 2-3' spread	\$ 187.12
Camellia Japonica	30 gallon	\$ 496.25
Camellia Sasanqua	7 gallon	\$ 81.70

Camellia Sasanqua	15 gallon 4-5' ht x 2-3' spread	\$	187.12
Camellia Sasanqua	30 gallon	\$	469.01
Cast Iron Plant	1 gallon	\$	7.07
Cast Iron Plant	3 gallon	\$	15.93
Coontie (Zamia floridana)	3 gallon full	\$	24.88
Cordgrass	1 gallon	\$	5.16
Crinum Lily - Red	15 gallon	\$	104.26
Crinum Lily - Green	15 gallon	\$	103.46
Day Lily	1 gallon	\$	5.42
Dwarf Blue Ruellia 'Katie Blue'	1 gallon	\$	5.41
Dwarf Burfordii Holly	3 gallon	\$	11.77
Dwarf Burfordii Holly	7 gallon	\$	39.89
Dwarf Chinese Fringe Bush 'Ruby'	3 gallon	\$	12.56
Dwarf Chinese Fringe Bush 'Plum'	3 gallon	\$	12.69
Dwarf Ice Plant 'Delosperma Cooperi'	1 gallon	\$	9.50
Dwarf Walters Viburnum 'Mrs Schillers'	3 gallon	\$	12.10
Dwarf Yaupon Holly 'Stokes or Schillings'	3 gallon	\$	12.03
Elaeagnus	3 gallon	\$	12.83
Fakahatchee Grass, Dwarf	3 gallon	\$	11.69
Fakahatchee Grass, Regular	3 gallon	\$	11.63
Feijoa - Pineapple Guava	3 gallon	\$	12.68
Feijoa - Pineapple Guava	7 gallon	\$	43.59
Feijoa - Pineapple Guava	15 gallon	\$	102.16
Ginger, Shell	3 gallon	\$	20.53
Hawthorn	3 gallon	\$	11.73
Hawthorn	7 gallon	\$	38.31
Hawthorn Standard	15 gallon	\$	205.10
Helianthus, 'Beach Sunflower'	1 gallon	\$	5.96
Hibiscus	3 gallon	\$	14.28
Holly Fern	1 gallon	\$	6.31
Jasmine, Confederate	1 gallon	\$	5.61
Jasmine, Dwarf (Asiatic, minima)	1 gallon	\$	5.23
Jasmine, Dwarf Variegated (Asiatic, minima)	1 gallon	\$	5.47
Jasmine, Dwarf Tri-Colored (Asiatic, minima)	1 gallon	\$	5.56
Juniper, Blue Pacific	3 gallon	\$	11.77
Juniper Parsonii	3 gallon	\$	11.74
Lantana Trailing 'Pink'	1 gallon	\$	5.36
Lantana Trailing 'Gold Mound'	1 gallon	\$	5.34
Lantana Trailing 'Chapel Hill'	1 gallon	\$	5.60
Ligustrum 'Howardi'	7 gallon	\$	40.05
Ligustrum japonicum	7 gallon	\$	39.79
Ligustrum recurvifolium	7 gallon	\$	40.33
Ligustrum sinensis 'Variegated'	7 gallon	\$	18.14
Liriope 'Emerald Goddess'	1 gallon	\$	5.84
Liriope 'Super Blue'	1 gallon	\$	5.61
Liriope, Variegated 'Aztec Grass'	1 gallon	\$	5.38

Shrubs	Size/Description	Installed Unit Price 2023
Mondo Grass (Ophiopogon spp.)	1 gallon	\$ 5.42
Mondo Grass , Dwarf (Ophiopogon spp.)	1 gallon	\$ 5.47
Muhly Grass	3 gallon	\$ 11.47
Nandina domestic 'Harbor Dwarf'	1 gallon	\$ 8.60
Nandina domestic 'Harbor Dwarf'	1 gallon	\$ 15.99
Nandina domestic, regular	3 gallon	\$ 13.18
Nandina domestic, regular	7 gallon; 28" + ht. x 2' spread; 3 canes min.	\$ 39.58
Nandina 'Firepower Dwarf'	3 gallon	\$ 14.40
Nandina 'Gulf Stream Dwarf'	3 gallon	\$ 16.32
Needle Palm	7 gallon	\$ 102.55
Osmanthus Fragrans	3 gallon	\$ 15.49
Pampas Grass	3 gallon	\$ 12.22
Paspalum Quadrifarium	3 gallon	\$ 12.07
Pennisetum Fountain Grass, Green or Red	3 gallon	\$ 12.43
Perennial peanut 'Ecoturf'	1 gallon	\$ 5.92
Philodendron, Split-leaf (Selloum spp.)	3 gallon	\$ 12.69
Philodendron, Split-leaf (Selloum spp.)	7 gallon	\$ 39.97
Philodendron, Xanadu	3 gallon	\$ 16.82
Pittosporum, green compact	3 gallon	\$ 12.11
Pittosporum, variegated compact	3 gallon	\$ 11.96
Plumbago	3 gallon	\$ 11.79
Podocarpus	3 gallon	\$ 12.29
Podocarpus macrophyllus	7 gallon	\$ 40.87
Podocarpus macrophyllus B&B/cont	5' minimum ht. x 24-36" spread	\$ 187.90
Podocarpus 'Pringles'	3 gallon	\$ 14.65
Podocarpus 'Pringles'	7 gallon	\$ 54.10
Roses, Drift	3 gallon	\$ 21.35
Roses, Knockout	3 gallon	\$ 21.27
Rosemary	1 gallon	\$ 7.38
Sabal minor	3 gallon	\$ 29.13
Sabal minor	7 gallon	\$ 78.57
Sabal minor	15 gallon	\$ 176.36
Serenoa repens	7 gallon	\$ 80.27
Serenoa repens	15 gallon	\$ 168.66
Society Garlic	1 gallon	\$ 5.15
Stromanthe	3 gallon	\$ 48.90

EXHIBIT A

Shrubs	Size/Description	Installed Unit Price 2023
Thryallis (Galphimia glauca)	3 gallon	\$ 13.10
Variegated Dianella-Flax Lily	1 gallon	\$ 6.40
Variegated Dianella-Flax Lily	3 gallon	\$ 14.80
Viburnum Odoratissimum	3 gallon	\$ 11.75
Viburnum Odoratissimum	7 gallon	\$ 39.51
Viburnum Odoratissimum	15 gallon	\$ 97.65
Viburnum Odoratissimum	30 gallon/B&B	\$ 206.20
Viburnum Suspensum	3 gallon	\$ 12.02
Viburnum Suspensum	7 gallon	\$ 42.32
Wax Myrtle	15 gallon 4-5'	\$ 107.97
Wax Myrtle	25 gallon 5-6'	\$ 211.38
Dwarf Wax Myrtle - var. pumila	3 gallon	\$ 13.76
Dwarf Wax Myrtle - var. pumila	7 gallon	\$ 47.82
Yellow Anise	7 gallon, 30"+ ht. 18-24" spread	\$ 39.88

Trees		
Bald Cypress	30 gallon	\$ 271.89
Bald Cypress B&B	12 ft.	\$ 530.83
Crape Myrtle - multi trunk, various colors	multi trunk #30 B&B 9'+ht x 5' spread	\$ 336.18
Crape Myrtle Standard	65 gallon 10-12' 5' spread	\$ 601.87
Date Palm Canary	10-12' up to nut	\$ 9,343.54
Date Palm Medjool	12' to first frond	\$ 8,225.83
Date Palm Medjool	16' to first frond	\$ 10,160.04
Date Palm Sylvester	12' to first frond	\$ 6,504.91
Date Palm Sylvester	16' to first frond	\$ 9,101.08
East Palatka Holly	30 gallon 8' ht. x 4' spread 2" cal. Min., straight trunk	\$ 302.20
European Fan Palm, multi-trunk	15 gallon	\$ 188.11
European Fan Palm, multi-trunk	30 gallon	\$ 330.66
Japanese Blueberry (Elaeocarpus decipiens)	15 gallon	\$ 176.80
Ligustrum Tree-type	B&B 8 1/2' + ht. x 7'	\$ 756.35
Live Oak	B&B 3 1/2" - 4" caliper	\$ 1,006.63
Live Oak	B&B 4" caliper	\$ 1,068.13
Live Oak	B&B 5" caliper	\$ 1,990.60
Live Oak	B&B 6" caliper	\$ 3,729.90

EXHIBIT A

Trees			
Magnolia 'Little Gem'	30 gallon	\$	296.45
Magnolia 'Little Gem' 3" caliper	45 gallon or 8&8	\$	614.28
Magnolia 'Southern'	30 gallon	\$	371.58
Magnolia 'Southern'	45 gallon	\$	712.09
Magnolia 'Southern'	60 gallon or 8&8	\$	799.35
Mule Palm (Butia x Queen hybrid)	10' to first live frond	\$	1,985.21
Nellie Stevens Holly	30 gallon 6-8' ht. x 4-6' spread	\$	299.84
Pindo Palm (Butia capitata)	6-8' CT full head	\$	2,654.34
Red Maple	30 gallon	\$	302.40
Red Maple (Acer Rubrum)	2 1/2" - 3" caliper	\$	591.04
Ribbon Palm (Livistona Decipiens)	6-8' to first live frond	\$	1,084.96
Ribbon Palm (Livistona Decipiens)	12-14' to first live frond	\$	1,962.35
River Birch (BNMTF) 'Dura-heat'	12-14' ht. x 6' spread multi trunk	\$	452.40
Sabal Palm	10-16' CT	\$	353.88
Sabal Palm - Root Enhanced	4-8' CT	\$	496.53
Sabal Palm - Root Enhanced	10-22' CT	\$	610.19
Sabal Palm - Root Enhanced	24-30' CT	\$	804.66
Sabal Palm - Root Enhanced	32-40' CT	\$	948.76
Sand Pine	15 gallon	\$	194.21
Sand Pine	30 gallon	\$	1,586.01
Shumard Oak	3" caliper	\$	623.76
Shadows Female Yaupon Holly (4-5' spread)	30 gallon	\$	336.89
Slash Pine	15 gallon	\$	199.65
Slash Pine	30 gallon	\$	300.08
Sweetgum	30 gallon	\$	286.68
Sweetgum (Liquidambar styraciflua)	2 1/2" - 3" caliper	\$	564.07
Walters Viburnum	6' ht. x 4' spread	\$	286.13
Washingtonia Palm	12' CT	\$	772.73
Weeping Willow	30 gallon	\$	285.91
Weeping Willow	2 1/2" - 3" caliper	\$	593.63
Weeping Yaupon var. pendula	15 gallon	\$	186.01
Weeping Yaupon var. pendula	30 gallon; 9'± ht. x 4 1/2' spread multi trunk	\$	343.75
Winged Elm (ulmus alata)	2 1/2" - 3" caliper	\$	582.68
Winged Elm (ulmus alata)	3 1/2" - 4" caliper	\$	905.21

Turf		
Empire Zoysia R&R installed	square foot	\$ 1.20
Floritam St. Augustine R&R installed	square foot	\$ 1.20
Seville / bitter blue St. Augustine R&R installed	square foot	\$ 1.20
Bahia sod R&R installed	square foot	\$ 1.05
Celebration Bermuda R&R installed	square foot	\$ 1.20
419 Bermuda R&R installed	square foot	\$ 1.20
Other		
Pine Straw per bale installed	per bale installed	\$ 6.09
Soil Amendment (Sterilized Annuals Mix) per cubic yard	per yard	\$ 38.94
Fill Dirt (clean/not enriched) per cubic yard	per yard	\$ 28.92
Transplant 1 gallon plant (nearby)	per plant	\$ 3.33
Transplant 3 gallon plant (nearby)	per plant	\$ 5.56
Per Hour Labor Charge for excess site prep, etc.	per man hour	\$ 38.00
Equipment		
Small loader w/ operator	per hour	\$ 82.50
Large loader w/ operator	per hour	\$ 137.50

Warranty

The contractor shall offer the following warranties on installed plant materials:

1. Trees/Palms/Specimen Plants - One (1) Year Warranty
2. New Plant Material/Shrubs - Ninety (90) Day Warranty
3. Turf/Sod - Sixty (60) Day Warranty
4. Irrigation - One (1) Year Warranty

Contractor warrants that any failure of materials or service within the above referenced time frames after acceptance by the District, which can be trace to materials or labor, supplied during the performance of the work, shall be repaired and/or replaced without any additional charge to the District. Warranty shall cover all materials and labor associated with warranty repairs performed on site.

Brandon Ray, Vice President
Authorized Agent Name, Title (Print)


Authorized Signature

4/4/2023
Date

Name of Proposer's Firm:

Cepira Landscape, LLC

This document must be completed and returned with your Submittal

EXHIBIT A

IRRIGATION REPLACEMENT PROGRAM

The awarded Contractor shall participate in the Irrigation Replacement Program. The following specifications and pricing are applicable to the replacement program only.

****PRICING IS BASED ON AN AVERAGE OF CONTRACTORS PRICING FOR IRRIGATION REPLACEMENTS AS AGREED UPON AND ACCEPTED BY ALL EXISTING DISTRICT LANDSCAPE CONTRACTORS. [PRINT, SIGN and DATE]**

IRRIGATION EQUIPMENT LIST:

Valves	Part No.	2023 Pricing
Rain Bird PESB - PRS - D Series		
Rain Bird PRS Dial pressure module	B33135	\$ 92.57
Rain Bird 1" Valve	100-PESB-PRS-D	\$ 180.53
Rain Bird 1 1/2" Valve	150-PESB-PRS-D	\$ 215.74
Rain Bird 2" Valve	200-PESB-PRS-D	\$ 271.04
Electric, brass 300-BPES - 3"	B38113	\$ 664.17
Diaphragm Assembly PGA 100	208143	\$ 47.31
Diaphragm Assembly PGA 150	234882	\$ 84.58
Diaphragm Assembly PGA 200	209005	\$ 94.02
Diaphragm Assembly BPES 300	231542	\$ 330.94
Electric Solenoid 24 VAC PGA	209532-02	\$ 52.76
Electric Solenoid 24 VAC 300 BPES	B31800	\$ 57.96
9-Volt Potted Latching Solenoid	TBOS-PSOL	\$ 50.82
Rain Bird 1800 PRS Series Pop Up Sprinkler		
1804 PRS (Pressure Regulated) 4" pop-up spray sprinkler body	1804-PRS	\$ 7.87
1804 SAM PRS (Seal-A-Matic Check Valve)	1804-SAM-PRS	\$ 10.16
1806 PRS 6" pop-up	1806-PRS	\$ 14.88
1806 SAM PRS 6" pop-up	1806-SAM-PRS	\$ 23.35
1812 PRS 12" Pop-up body	1812-PRS	\$ 22.39
1812 SAM PRS 12" pop-up	1812-SAM-PRS	\$ 28.80
Tree Spray Heads and Nozzles		
Rain Bird SQ Series Square Quarter Nozzle	SQ QTR	\$ 3.03
Rain Bird maxi jet pop up adaptor with Top Hat 180 Spray Jet Nozzle		\$ 3.87
Rain Bird 1400 Series Pressure Compensating Full-Circle Bubbler	1404	\$ 6.17

EXHIBIT A

IRRIGATION EQUIPMENT LIST:

Rain Bird VAN Series Nozzles (Variable Arc Nozzles)			
6' VAN Nozzle	6-VAN	\$	1 69
8' VAN Nozzle	8-VAN	\$	1 69
10' VAN Nozzle	10-VAN	\$	1 69
12' VAN Nozzle	12-VAN	\$	1 69
15' VAN Nozzle	15-VAN	\$	1 69
18' VAN Nozzle	18-VAN	\$	1 69
Villa Clocks-Hunter XC Hybrid, Stainless Locking Cabinet			
4-Zone Clock	XCH-400-SS	\$	240 19
6-Zone Clock	XCH-600-SS	\$	459 32
8-Zone Clock	XCH-800-SS	\$	363 56
10-Zone Clock	XCH-1000-SS	\$	363 48
12-Zone Clock	XCH-1200-SS	\$	568 34
Hunter ICV Valves			
ICV Valve-1" For potable water		\$	108 17
ICV Valve-1 1/2" For potable water		\$	145 44
ICV Valve-2" For potable Water		\$	198 80
ICV Valve-1" Filter Sentry Valve for non-potable water		\$	169 92
ICV Valve-1 1/2" Filter Sentry Valve for non-potable water		\$	212 84
ICV Valve-2" Filter Sentry Valve for non-potable water		\$	261 48
Hunter 9-V latching Solenoid	#458200	\$	37 03
Rain Bird 5000 Series Rotors-w/nozzle			
5004-RRS 4" Rotor (Pressure Regulated)	5004-RRS	\$	19 24
5004-SAM-PRS (Seal-A-Matic)	5004-SAM-PRS	\$	22 39
Rain Bird 9-Volt Timers			
TBOS 9-Volt Controller single zone	TBOS-1CMUS	\$	212 60
TBOS 9-Volt Controller two zone	TBOS-2CMUS	\$	269 47
TBOS 9-Volt Controller four zone	TBOS-4CMUS	\$	324 16
TBOS 9-Volt Controller six zone	TBOS-6CMUS	\$	400 27
9-Volt Alkaline Battery		\$	4 36

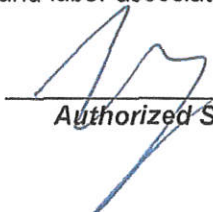
EXHIBIT A

IRRIGATION EQUIPMENT LIST:

Hunter PGP ADJ Series rotor-w/nozzle			
4" pop-up Rotor	PGP-ADJ	\$	18.03
Hunter Institutional Series Pop-up Sprinkler			
6" Institutional pop-up with check valve, pressure regulated	INST-06-CV-R	\$	18.76
12" Institutional pop-up with check valve, pressure regulated	INST-12-CV-R	\$	25.53
Hunter Adjustable Nozzle		\$	1.57
Hunter Fixed Arc Nozzle		\$	1.57
Hunter Smart Valve Controllers, Wireless Valve System 9-Volt			
Single Station Controller	WVC-100	\$	217.56
Two Station Controller	WVC-200	\$	257.97
Four Station Controller	WVC-400	\$	291.01
Hunter Rain Sensors			
Hunter Mini-Click Rain Sensor	BPSW	\$	47.19
Hunter Solar Sync Rain Sensor		\$	121.24
MP Rotator			
1000 series		\$	10.16
2000 series		\$	10.41
3000 series		\$	10.41

Contractor warrants that any failure of materials or service within the above referenced time frames after acceptance by the District, which can be traced to materials or labor, supplied during the performance of the work, shall be repaired and/or replaced without any additional charge to the District. Warranty shall cover all materials and labor associated with warranty repairs performed on site.

Brandon Ray, Vice President
Authorized Agent Name, Title (Print)


Authorized Signature

4/4/2023
Date

Name of Proposer's Firm:

Cepira Landscape, LLC

This document must be completed and returned with your Submittal

EXHIBIT A

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Lake Deaton Pier Improvement Project Pay Application 4 Retainage in the Amount of \$20,210.23

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 301-572-60-6304.

HISTORY/FACTS/ISSUES:

The Lake Deaton Pier Improvement Project was approved by the commission and awarded to Fender Marine Construction, Inc. on December 14, 2023. Fender Marine is requesting Payment Application 4 in the amount of \$20,210.23 for retainage. The project is 100% completed. The project's engineer of record, CPH, has reviewed the pay application and recommended approval.

SECTION 00625**APPLICATION FOR PAYMENT**

Project Name: Lake Deaton Park Pier Decking Renovations

Bid No.: 2024-06

Contractor: Fender Marine Construction

Payment Request No.: 4

Period Ending Date: 7/12/2024

STATEMENT OF WORK

1.	Original Contract Price	\$222,890.25
2.	Net Change Order 1-3	\$181,314.30
3.	Current Contract Price	\$404,204.55
4.	Total Completed and Stored to Date	\$404,204.55
5.	Amount Retained	0
6.	Total Earned Less Retainage (Line 4 Minus Line 5)	\$404,204.55
7.	Previous Payments Approved	\$383,994.32
8.	Amount Due This Payment (Line 6 Minus Line 7)	\$20,210.23
9.	Balance to Finish, Less Retainage (Line 3 Minus Line 4)	0

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the Agreement referred to above have been applied by the Contractor to discharge in full all obligations of the Contractor incurred in connection with Work covered by prior Application for Payment under said Agreement, being Applications for Payment numbered 1 through _____ inclusive; and, (2) all Work, materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests and encumbrances; (3) all previous progress payments have been applied by the Contractor to pay in full (less retainage) all amounts owed to its Subcontractors, Suppliers, Materialmen and Equipment Suppliers; and (4) all items and amounts shown for payment and all information provided on the Subcontractor and Supplier Listing which is included in this Application for Payment are true and correct; and (5) all Work has been completed in full accordance with the terms and conditions of the Agreement between the Owner and Contractor dated _____ and the Work is not defective.

CONTRACTOR: Fender Marine Construction

(SEAL)


By (Signature of Authorized Representative)

08/22/2024
Date

Tim Abbott President
Printed Name and Title

LAKE DEATON PARK PIER & DECKING RENOVATION
00625-1

APPLICATION FOR PAYMENT

STATE OF FLORIDA
COUNTY OF Sumter

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 02 day of August, 2024, by Tim Abbott as President for Panola Marine Construction, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

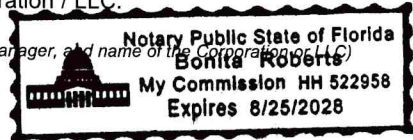
(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation / LLC)

Bonita Roberts

Signature of Notary Public - State of Florida

Bonita Roberts

Print, Type, or Stamp Commissioned Name of Notary Public



Personally Known ☒ OR Produced Identification _____

Type of Identification Produced: _____

SUBCONTRACTOR AND SUPPLIER LISTING

The following is a list of Subcontractors and Suppliers who have performed Work or provided Materials, Supplies, or Equipment during time period represented by this Application and the dollar amount of the work applied for (add to the table as necessary to provide a complete list).

NAME	ADDRESS	AMOUNT

PAYMENT OF THE AMOUNT REQUESTED ABOVE IS RECOMMENDED FOR APPROVAL:

By _____

Date _____

By _____

Date _____

LAKE DEATON PARK PIER & DECKING RENOVATION

00625-2

APPLICATION FOR PAYMENT

REQUIRED ATTACHMENTS

Monthly Application For Payment:

1. Updated Project Schedule
2. Waivers and Releases Of Lien Upon Progress Payment or Consent of Surety for Progress Payment

Final Application For Payment (Submitted With or Prior to the Final Application for Payment):

1. Consent of Surety to Final Payment
2. Completed Material and Workmanship Bond
3. Certificate of Final Completion
4. Manufacturer operation and maintenance instructions
5. Manufacturers' guarantees, warranties, bonds, and letters of coverage extending beyond the time limitations of the Contractor's guarantee
6. All required Record Drawings
7. All required directional bore logs
8. Stormwater NPDES Notice of Termination (If Required)

END OF SECTION

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: 100 Oaks Developer's Agreement

REQUESTED ACTION: Staff Recommends Approval

CONTRACT:

Vendor/Entity: Kolter

Effective Date: 12/09/2024

Termination Date:

Managing Division/Department: Development Services

BUDGET IMPACT: Additional revenues from water and wastewater System Development Charges and water and sewer revenues.

HISTORY/FACTS/ISSUES:

The attached Developer's Agreement between the City of Wildwood and Kolter Group Acquisitions has been negotiated and agreed upon by Staff and the developer of the 100 Oaks development. The 100 Oaks development is located south of US 301 near its intersection with Marsh Bend Trail. The development is slated to have 310 single-family detached lots (310 Equivalent Residential Units).

Highlights of the terms of the Developer's Agreement include:

- 1) Acknowledgment of the US 301 widening project and its potential impact on offsite utilities;
- 2) Developer-funded wastewater line extension along US 301 and under the Florida Turnpike;
- 3) Developer commitment to fund the relocation of the forcemain should the US 301 widening plans conflict with the wastewater line;
- 4) System Development Charge and Pioneering Credits for the Transmission Fee component of the System Development Charge; Payment of the Treatment Fee component is required.

The 100 Oaks development has been included in the City's wastewater treatment plant capacity analysis, and the City is committed to servicing the project accordingly.

**DEVELOPER’S AGREEMENT AND
UTILITY CONSTRUCTION PIONEERING AGREEMENT
BETWEEN THE CITY OF WILDWOOD AND KOLTER GROUP ACQUISITIONS LLC
(ONE HUNDRED OAKS)**

THIS DEVELOPER’S AGREEMENT AND UTILITY CONSTRUCTION PIONEERING AGREEMENT (this “**Agreement**”) is made as of the ____ day of _____, 2024, by and between **THE CITY OF WILDWOOD, FLORIDA**, hereinafter referred to as the “**City**” and **KOLTER GROUP ACQUISITIONS LLC**, a Florida limited liability company, herein referred to as the “**Developer**”.

WITNESSETH:

WHEREAS, Developer’s Agreements strengthen the public planning process, encourage sound capital improvements planning, and assist in assuring that there are adequate capital facilities for development;

WHEREAS, City is a regional water, wastewater, reuse water and municipal services provider;

WHEREAS, Developer owns in fee simple certain real property described on the attached **Exhibit “A”** (the “**Property**”);

WHEREAS, Developer’s proposed development locally known as One Hundred Oaks (“**One Hundred Oaks**”) requires access to water, wastewater, and other municipal services;

WHEREAS, Developer desires to procure services, including, but not limited to, water, wastewater, and other municipal services, from the City for the Property, and City desires to provide water, wastewater, and other municipal services to the Property;

WHEREAS, the construction of the One Hundred Oaks Subdivision includes the construction of an off-site forcemain along the western side of US-301 (the “**Forcemain**”), attached hereto as **Exhibit “B”**, the plans for which have yet to be approved by the City the “**Forcemain Construction Plans**”);

WHEREAS, upon construction of the Forcemain pursuant to the Forcemain Construction Plans, approval of as-builts, receipt of all regulatory clearances, and acceptance by the City, the Forcemain will be dedicated or conveyed to the City;

WHEREAS, the parties acknowledge that subsequent to the construction of the Forcemain, US-301 is likely to be improved and widened to a four-lane roadway (the “**US-301 Improvements**”);

WHEREAS, as of the date hereof, and based on correspondence from FDOT staff, plans for the US-301 Improvements indicate that the pavement and drainage infrastructure for US-301 will not extend over or conflict with the Forcemain or otherwise require significant changes to the location of the Forcemain;

WHEREAS, a conflict, or a potential conflict may exist with respect to the location of the Forcemain and the US 301 Improvements upon finalization of the plans for the US 301 Improvements and, in the event of such conflict, Developer has agreed to incur a portion of the cost relating to the relocation or modification of the Forcemain;

WHEREAS, the parties acknowledge that the US 301 Improvements have not been finalized;

WHEREAS, the parties acknowledge that the Forcemain Construction Plans are under review by the City and have not been approved;

WHEREAS, the parties desire to enter into this Agreement confirming their agreement regarding the furnishing of municipal services, including but not limited to water, wastewater, and other municipal services for the Property;

WHEREAS, this Agreement and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction of the subject matter of this Agreement; and

WHEREAS, the City Commission has approved this Agreement and has authorized the City Manager to execute this Agreement by motion passed at a regular City Commission meeting on _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged and confessed by each of the parties hereto, the parties hereto do hereby agree 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. The contents, terms and provisions of all Exhibits which are attached to this Agreement and referenced herein are, by this reference, incorporated into this Agreement for all purposes.
2. **Definitions.** For the purposes of this Agreement, in addition to those terms which are specifically defined elsewhere in this Agreement the following terms shall have the following definitions:
 - A. ***“Agreement”*** – This Developer’s Agreement and Utility Construction Pioneering Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions.
 - B. ***“Connection Fee”*** – Those charges of the City for a customer’s proportionate share of the capital costs of the water and wastewater utility plant capacities allocated to a new or modified customer connection, as defined in City Ordinances and Resolutions.

- C. ***“County”*** – Sumter County, Florida, a political subdivision of the State of Florida.
- D. ***“Developer”*** – KOLTER GROUP ACQUISITIONS LLC, a Florida limited liability company, and its 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.
- E. ***“Equivalent Residential Unit”*** – As defined by City Ordinance, also referred to in this Agreement as “ERU.” The term ***“Equivalent Residential Connection,”*** also referred to as “ERC,” is synonymous with “ERU.”
- F. ***“Homeowners Owners’ Association”*** – A Florida not-for-profit Corporation organized and formed by Developer for the purpose of serving as the Association for the owners of parcels located within the Property to own, maintain, and repair or replace, as required, common area improvements located on the Property, including but not limited to open space, entry features, amenities, and other similar improvements constructed on the Property. It is the intent of Developer to create a Homeowners’ Association for such purposes, and to convey to the Homeowners’ Association title to the previously-described improvements which will be constructed on the Property, at which time the Homeowners’ Association will, by execution of an appropriate agreement with City, assume the Developer’s responsibilities for maintenance, repair and replacement of such improvements which arise under the terms of this Agreement.
- G. ***“Party” or “Parties”*** – Refers to either Developer or City, or (as applicable) to both Developer and City.
- H. ***“Property”*** – The real property described on attached **Exhibit “A”**.
- I. ***“Significant Progress”*** – The Developer will have achieved significant progress under the terms of this Agreement when storm water basins, roadway bases, curbs and underground utilities have been completed or are under construction pursuant to a valid Permit (or Permits) issued by City for such work.
- J. ***“System Development Charge”*** – Those charges by City for a customer’s proportionate share of the capital costs of the water and wastewater utility main lines and connection lines, as well as the hydraulic share of the facilities required to service that customer, as defined by City Ordinances and Resolutions, and is also referred to herein as an ***“SDC”*** or ***“SDC Fee.”***
- K. ***“Transmission Fee”*** – The portion of the SDC that represents the customer’s proportionate share of the capital costs of the water and wastewater utility main lines and connection lines.
- L. ***“Treatment Fee”*** – The portion of the SDC that represents the customer’s hydraulic share of the facilities required to service that customer.

- M. ***“U.S. 301 Improvements”*** – the Florida Department of Transportation (FDOT) roadway widening project on U.S. 301 (SR 35) from CR 470 to SR 44 in Sumter County identified by FDOT as FDIP No. 430132-1.
- N. ***“Water Management District” or “SWFWMD”*** – The Southwest Florida Water Management District, an agency of the State of Florida.

3. **Developer’s Obligations.**

A. **System Development Charges and Capacity.**

1. **SDC Fees.**

- a) The System Development Charge (SDC), when paid, refunds the City for the capital cost of the water and wastewater utility lines and purchases capacity in the water and wastewater infrastructure. SDC Fees consist of a Transmission Fee and a Treatment Fee. SDC Fees are based on the equivalent residential volumes, which are 300 gallons per day for water consumption and 250 gallons per day for wastewater treatment.
- b) The water SDC Fee and its components of a Transmission Fee and a Treatment Fee shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable water SDC Fee. The calculations for the water SDC Fee components are shown on attached **Exhibit “C”**.
- c) The wastewater SDC Fee and its components of a Transmission Fee and a Treatment Fee shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable wastewater SDC Fee. The calculations for the wastewater SDC Fee components are shown on attached **Exhibit “B”**.
- d) Developer acknowledges and agrees that SDC Fees paid are non-refundable. However, the City acknowledges that should an unforeseen circumstance arise such that the City is unable to meet its obligation of service for any phase of development, or portion thereof, that the associated SDC fees may be refunded to the Developer.
- e) SDC Fees and its components are calculated by the City based on the number of Equivalent Residential Units (ERU’s) approved for a reservation of capacity as indicated on attached **Exhibit “C”**. One (1) SDC Fee is due for each connection (ERU) reserved. Developer acknowledges that no water or wastewater capacity reservation is created, or implied, without City receiving payment of the applicable fees in

accordance with the terms of this Agreement. Reservation of water and wastewater capacity is subject to capacity availability.

- f) Water and wastewater SDC Fees for the development shall be paid as outlined below in Section 3.A.2.e.
- g) Developer understands that increases in capacity reserved, or any new purchase of capacity reservations, will result in additional SDC Fees being due from Developer to City.

2. Payment Schedule.

- a) The water and wastewater SDC Fees shall be calculated according to the rate schedule adopted by City and in effect at the time the Developer pays the applicable SDC Fee. The calculation of the SDC Fees for an Equivalent Residential Unit (ERU) based on the current rate schedule adopted by City is included in attached **Exhibit “D”**.
- b) Developer must proceed with due diligence toward the use of all ERUs.
- c) SDC Fees are not reserved by City on speculation, and such reservation may be rescinded by the City if Significant Progress on construction of the applicable phase of Developer’s project on the Property is not made within twenty four (24) months of the date the initial SDC Fee (or portion thereof) was paid by the Developer. The time for Significant Progress may be extended pursuant to the provisions of this Agreement concerning “Force Majeure”.
- d) The following actions must be completed by Developer prior to the reservation of water or wastewater ERU’s:

3.A.2.d.1. Developer must complete and file the City’s Concurrency Determination and Concurrency Reservation applications.

3.A.2.d.2. This Developer’s Agreement, and all attachments, must be fully executed by Developer and City.

- e) 50% of the water SDC Fee for the Project shall be paid upon execution of this Agreement. The remaining 50% of the water SDC Fee as it relates to each individual use shall be paid on issuance of each Construction Permit.
- f) The City and Developer acknowledge and agree that the cost of the off-site wastewater line extension will exceed the Transmission Fee component of the wastewater SDC fees due. As such, no payment of the Transmission Fee component of the wastewater SDC fee will be due. 50% of the Treatment Fee component of the wastewater SDC Fee for the Project shall be paid upon execution of this Agreement. The remaining

- g)** Capacity is reserved for a particular location, and assumes that City will be prepared to serve that capacity according to the agreed-upon availability schedule at that location and no other.
- h)** The City shall have the right, but not the obligation, to repurchase unused SDC fees by the Developer at the prevailing rate within seven (7) years of the effective date of this Agreement.

- #### **4. Off-Site Improvements.**

- Page 6 of 24

1. The construction of the Forcemain pursuant to the Forcemain Construction Plans;
- B. The City and the Developer have agreed that the Developer is entitled to receive a credit to be applied against the Transmission Fee component of the wastewater SDC Fees for wastewater Improvements 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	\$2,900,000.00
--------------	-----------------------

- C. The Developer's cost to construct the Improvements will exceed the amount of the Transmission Fee component of the wastewater SDC Fees paid to the City. The Developer shall be entitled to wastewater Transmission Fee credits equal to the actual cost of construction of the Improvements. The City will issue Transmission Fee 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 inclusive of the Transmission Fee component of \$1,583.00 and the Treatment Fee component of \$1,715.00. The rate for the estimated cost of the Improvements listed above in Section 4.B is \$2,900,000.00, providing for 1,831.96 credits for the Transmission Fee component of the SDC Fees.
 - a) By way of example, in the case that the cost of construction changes, if the actual cost of the Improvements listed above is \$3,000,000.00, then it will provide for 1,895.14 credits for the Transmission Fee component of the SDC Fees.
2. Actual costs and expenditures of construction will include costs of design, permitting, surveying, subsurface investigations, testing and construction management services necessary for, landscaping, materials and including project close-out documentation.
3. The City will issue credits for the Transmission Fee component of the wastewater SDC Fees for the Property, in the amount of 1,831.96.
4. The Developer needs an estimated 310 wastewater ERUs; the additional 1,521.96 ERUs will be known as "**Pioneering Credits**". The Pioneering Credits are limited to the Transmission Fee component of the wastewater SDC Fees and shall not include the Treatment Fee component.
5. The City agrees to reimburse the Developer for Pioneer Credits from the Transmission Fee component of SDC Fees collected from future utility customers serviced by the City for wastewater located along the routes of the

Improvements that connect to and are directly benefited by the construction of the Improvements. The City's obligation to reimburse the Developer for the Pioneer Credits shall terminate ten (10) years from the date of execution of this Agreement.

6. The Developer may assign all or a portion of the 1,521.96 Pioneering Credits from the Transmission Fee component of the SDC Fees to another property within the City provided, however, that the City is a party to a written agreement between the Developer and the recipient of the Pioneering Credits.
 - a) The recipient of the Pioneering Credits may use said Pioneering Credits in lieu of cash payments for the Transmission Fee component of wastewater SDC Fees.
 - b) The City will not unreasonably withhold its agreement in relation to any assignment, provided that the terms of any agreement must be acceptable to the City.
 - c) In no event shall any ERU Pioneering Credit, for which the Developer has received a reimbursement from the City in accordance with Paragraph 4.C.5., be assigned to another property. Assignment of a Pioneering Credit relieves the City of any obligation to reimburse the Developer under Paragraph 4.C.5 with respect to that Pioneering Credit.
 - d) Any Pioneering Credit that has been assigned to another property within the City shall not be permitted to be assigned a second time.
7. Any additional ERUs above the 310 will require payment of the wastewater SDC Fees as outlined above in Section 3.A.2.e.
8. Water SDC Fees are not subject to the pioneering credit.
9. The City's obligation to reimburse the Developer, or any authorized successors or assigns, as set forth in paragraph 4.C.5 for any non-reimbursed funds shall terminate ten (10) years after the date of this Agreement.

5. Developer's Responsibility.

- A. The Developer shall submit construction plans for the construction of the Off-Site Improvements for review and approval by the City.
- B. The Developer shall connect to the City's existing 16" force main, via "12"X16" wet tap" on the West side of U.S. 301 at its intersection with Clay Drain Rd. The Developer shall extend the Forcemain to the southern extent of the Property or provide an easement in lieu of construction.

- C. The Developer shall further extend a 12" C900, DR 18 PVC main line south to the Florida Turnpike northbound on-ramp. The Developer shall cross the Florida Turnpike and its on-ramps via Jack and Bore per FDOT specifications and approved plans. From the south side of the southbound on-ramp the Developer shall continue the extension of the 12" DR 18 force main.
- D. The existing twelve (12) inch Forcemain must stay in service at all times.
- E. After completion of construction of the wastewater system Improvements and upon acceptance by the City, approval of as-builts, and receipt of all regulatory clearances, the Developer or property owner shall be responsible for the water service lines from the Developer's side of the water meter and for the wastewater service laterals from the right-of-way to the structure.
- F. Developer or any Homeowner's Owner's Association that may be created is responsible for ownership and maintenance of any and all stormwater management areas, buffers, and other common areas within the Property.
- G. The Developer shall be responsible for establishing utility easements across the Developer's property at a location mutually agreeable by both of the parties through a separate agreement. The Developer shall be responsible for all costs associated with the easement agreement.

6. City's Responsibility.

- A. The City agrees that upon completion of the off-site Improvements, inspection and approval by City utilities, and upon clearance by the Florida Department of Environmental Protection (FDEP), it will accept the off-site Improvements.

The Developer will provide a written bill of sale together with accepted as-built plans, along with such other and further documentation that may reasonably be required to effectuate such transfer, including, but not limited to, a deed, if applicable.

The City shall be responsible for the wastewater service as set forth in the City's code or regulations.

- B. After completion of construction of the wastewater systems and upon acceptance by the City, approval of as-builts, and receipt of all regulatory clearances, the City shall be responsible for ownership and maintenance of the wastewater systems within the right-of-way, including service lines, lift stations, and pump stations.

7. City's Option to Construct Wastewater Lines

- A. Notwithstanding anything in this Agreement, the City shall have the right, but not the obligation, to design, permit and construct, at its own cost, any or all of the Forcemain referenced in this Agreement. Should the City choose to do so, the City would have no

obligation to provide credits to the Developer in accordance with this Agreement. Furthermore, the Developer would have no further obligations with respect to the design, permitting, or construction of said Forcemain.

- B. Should the City construct the Forcemain, any other obligation of the Developer under this Agreement or under the City's Code of Ordinances or Land Development Regulations would not be waived.

8. Utility Construction Relocation Agreement

- A. ***Developer's Responsibility for Relocation Costs.*** In the event that the relocation of all or part of the Forcemain is required due to the US-301 Improvements, Developer shall be responsible for all costs incurred by the City relating to the planning, permitting and relocation of the Forcemain. Developer shall reimburse the City for such costs once incurred by the City within thirty (30) days of the City's request for reimbursement together with reasonable documentation relating to such costs incurred.
- B. ***Security.*** In order to secure Developer's obligation to reimburse the City, as provided for in Section 8.A above, Developer shall post a bond with the City equal to one hundred and twenty percent (120%) of the cost of the construction of the Forcemain. The Developer's Bond shall be in a form reasonably acceptable to City and Developer. In the event Developer fails to make payment as required in Section 8.A above, City may collect on the Developer's Bond to satisfy such obligations.
- C. ***Release of Developer's Bond.*** Within sixty (60) days of the finalization of the plans for the US-301 Improvements, the parties agree to work together in good faith to determine what conflicts exist or could potentially exist with respect to the location of the Forcemain. In the event the parties reasonably determine that no conflicts or potential conflicts exist the Developer's Bond shall be cancelled and returned to Developer. In the event the parties reasonably determine that conflicts do exist or could potentially exist, the parties shall revise the Developer's Bond accordingly.
- D. ***Pioneering Agreement.*** Nothing herein shall be construed as granting the Developer further credit to be applied against the City SDC Fees for wastewater Improvements with respect to payments made under the Developer's Bond. The City's obligation to grant or reimburse the Pioneering Credits shall remain unchanged as set forth in Section 4, above, regardless of any future payments made pursuant to this Section 8.
- E. ***Authority of Developer.*** Developer hereby represents and warrants to City that it has full lawful right, power and authority, under currently applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

- F. ***Authority of City.*** City hereby represents and warrants to Developer that it has full lawful right, power and authority, under currently applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, and is enforceable in accordance with its terms and provisions.

9. **Miscellaneous Terms.**

- A. Fire flow volumes and pressures are limited by City's potable water extension service infrastructure. The fire flow volumes and pressure flow which will be provided by City are appropriate for single family homes. City shall not reduce its fire flow volumes and pressures after Developer has commenced development of the Property.
- B. Developer, any Homeowners Association created for the Property, and individual property owners of portions of the Property must comply with the City of Wildwood Residential Design Standards and any other applicable Ordinances or Land Development Regulations, the Planned Development Agreement, if any, or as otherwise modified by variance.
- C. Specific utility easements containing main pipe utilities to be provided by Developer to City will be a minimum of twenty feet (20') wide. Utility easements to be provided by Developer to City for secondary pipe utilities and wire utilities will be ten feet (10') wide along front lot lines, seven and a half feet (7.5') wide along rear lot lines, and five feet (5') wide along side lot lines. All utility easements will be reflected and noted on the approved site plans and plats or deed restrictions as submitted by the Developer. No permanent structures shall be erected within the utility easements. If the Developer needs to relocate any existing utility main lines within the existing easement for any reason, the design and realignment must be approved by the City, and Developer must provide any additional easement required, which must be executed and recorded. All costs of the relocated utility lines will be the responsibility of the Developer including, but not limited to, design, review, permitting, materials, labor and equipment. A complete set of as-built drawings for the relocated utility mains must be provided to the City prior to the issuance of the final Certificate of Occupancy.

10. **General Provisions.**

- A. **Notices.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:
1. Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following respective addresses or such other address as provided by a Party pursuant to this Section; or

2. 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
Deputy Director, Utilities
711 Huey Street
Wildwood, FL 34785

AS TO DEVELOPER: Kolter Group Acquisitions LLC
Attn: James P. Harvey
105 NE 1ST ST
Delray Beach, FL 33444

With Copy To: Shuffield, Lowman & Wilson, P.A.
Attn: Scott A. Cookson, Esq.
1000 Legion Place, Suite 1700
Orlando, FL 32801

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.

- B. Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer or City in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

C. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Developer to City, as applicable. Except as herein specifically provided no right, privileges of immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

D. **Default Provisions.**

1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.
2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.
3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.
4. In the event of a material default by Developer with respect to its obligations to City under this Agreement, and failure of Developer to cure the default within the grace period set forth above, in addition to any other remedies available to them under the terms of this Agreement City shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Developer has, prior to the occurrence of the default, conveyed some or all of

the Property to unrelated third parties (such parcel or parcels then becoming a “Third Party Parcel”) and the default of Owner is not with respect to, or impact City obligations regarding, a Third Party Parcel, the right of City to withhold Permits upon a default by Owner shall not extend to City Permits pending or to be issued with respect to a successor owner of such Third Party Parcel.

E. Estoppel Statements.

1. Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:
 - a) Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.
 - b) Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).
 - c) That to the best of the requested Party’s knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
 - d) That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party’s knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

- F. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.
- G. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- H. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- I. **Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
- J. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.
- K. **Successors and Assigns.**
1. All covenants and agreements in this Agreement made by or on behalf of any Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, whether so expressed or not.
 2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.
- L. **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Sumter County, Florida.

- M. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- N. **Amendment of Agreement.** This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
- O. **Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.
- P. **Effective Date.** This Agreement shall become effective upon completion of its execution by all Parties, and the recordation of the Agreement in the Public Records of Sumter County, Florida.
- Q. **Recordation.** This Agreement shall be recorded in the Public Records of Sumter County, Florida.

[Signature Pages Follow]

IN WITNESS WHEREOF the Parties have executed this Developer's Agreement on the day and year set forth below their respective signatures.

**DEVELOPER'S AGREEMENT
BETWEEN CITY OF WILDWOOD AND KOLTER GROUP ACQUISITIONS LLC**

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

By: _____

Title: _____

Date: _____, 2024

*APPROVED AS TO FORM AND
LEGALITY:*

ATTEST:

CITY ATTORNEY

Jessica Barnes, CITY CLERK

APPROVED BY THE WILDWOOD CITY COMMISSION ON _____, 2024.

DEVELOPER'S AGREEMENT
BETWEEN CITY OF WILDWOOD AND KOLTER GROUP ACQUISITIONS LLC

KOLTER GROUP ACQUISITIONS LLC,
a Florida limited liability company

By: _____

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF _____

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization by _____, as _____ of KOLTER GROUP ACQUISITIONS 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: _____

SCHEDULE OF EXHIBITS

<u>EXHIBIT "A"</u>	<u>PROPERTY LEGAL DESCRIPTION</u>
<u>EXHIBIT "B"</u>	<u>US 301 FORCEMAIN EXTENSION MAP</u>
<u>EXHIBIT "C"</u>	<u>SDC FEES</u>
<u>EXHIBIT "D"</u>	<u>SDC FEES DUE</u>
<u>EXHIBIT "E"</u>	<u>SDC AVAILABILITY SCHEDULE</u>

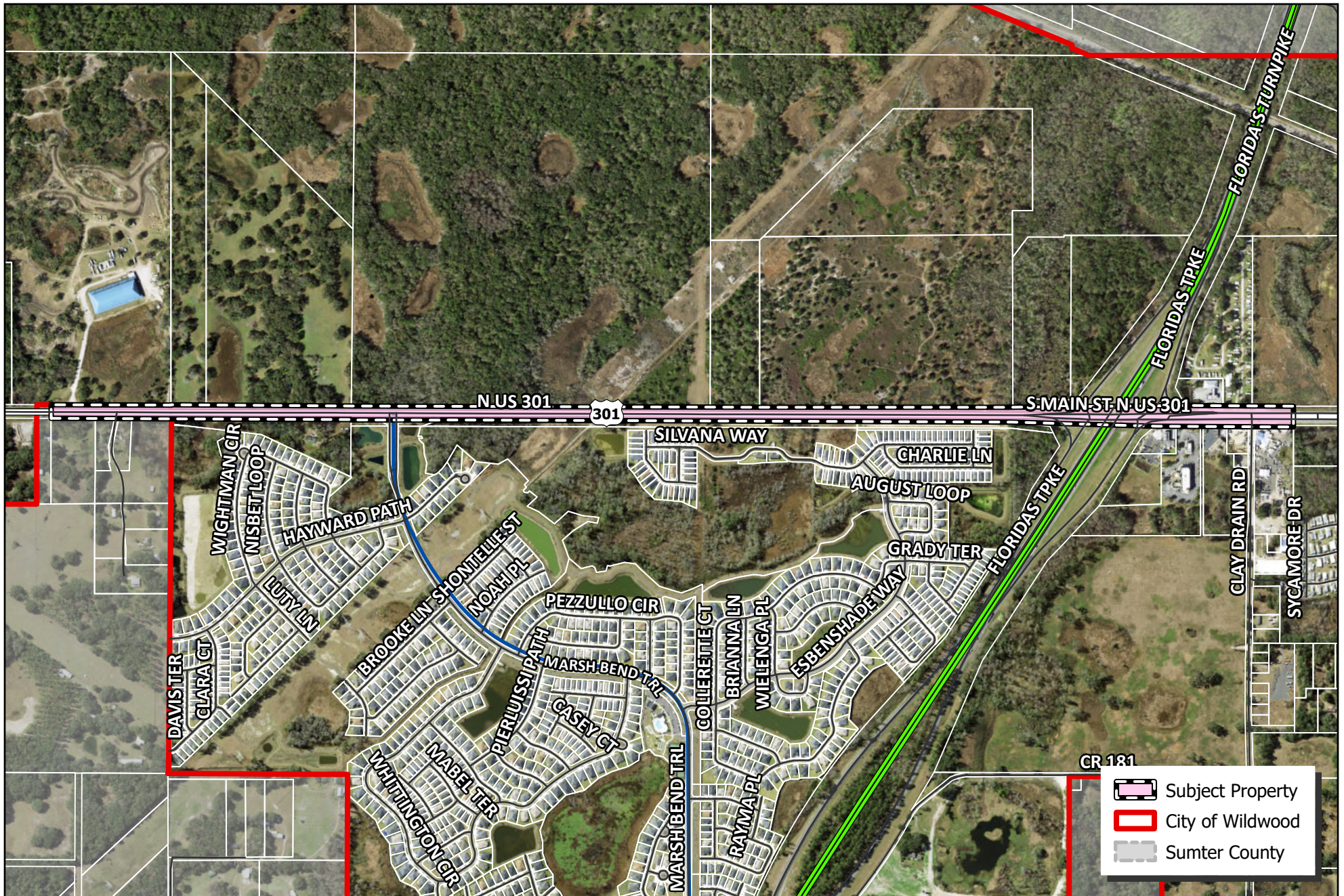
EXHIBIT "A"

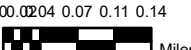
LEGAL DESCRIPTION

The South 1/2 of the Southwest 1/4, less right of way for U.S. Highway No. 301, and less the South 136 feet of the East 1100 feet thereof, SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, lying and being in Sumter County, Florida.

AND

The North 1/4 of the Northwest 1/4, less the right of way for U.S. Highway No. 301, and Less the East 1100 feet thereof, SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, lying and being in Sumter County, Florida.



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 0.00 0.04 0.07 0.11 0.14  Miles	SP 2409-002 ONE HUNDRED OAKS OFFSITE FORCE MAIN WITHIN ROW OF US 301, AND PARCELS G19-011 & G30-048		MAP 1B LOCATION MAP NOV 2024
---	---	--	--	--	---

**DEVELOPER UTILITY CONCURRENCY
SYSTEM DEVELOPMENT CHARGES DUE**

PROJECT NAME: 100 Oaks

1) WATER:

a)	One (1) water SDC due for every water connection ERU reserved	
b)	Number of water ERU's reserved =	310
c)	Number of water SDC's due =	310
d)	Charge for water SDC per ERU: Transmission =	\$1,168.00
e)	Charge for water SDC per ERU: Treatment =	\$720.00
	Charge for water SDC per ERU Total =	\$1,888.00
f)	Water SDC charges due for Transmission Component	
	\$1,168.00 x 310=	\$ 362,080.00
g)	Water SDC charges due for Treatment Component	
	\$720.00 x 310=	\$ 223,200.00

2) WASTEWATER:

a)	One (1) wastewater SDC due for every wastewater connection ERU reserved	
b)	Number of wastewater ERU's reserved =	310
c)	Number of wastewater SDC's due =	310
d)	Charge for wastewater SDC per ERU: Transmission =	\$1,583.00
e)	Charge for wastewater SDC per ERU: Treatment =	\$1,715.00
	Charge for wastewater SDC per ERU Total =	\$3,298.00
f)	Wastewater SDC charges due for Transmission Component	
	\$1,583.00 x 310 =	\$ 490,730.00
g)	Wastewater SDC charges due for Treatment Component	
	\$1,715.00 x 310 =	\$ 531,650.00

3) TOTAL SDC DUE (WATER AND WASTEWATER):

\$ 585,280.00 + \$ 1,022,380.00 = \$ 1,607,660.00

Development Authority: _____

Printed Name

Signature

Date

Agreement to Provide: _____

Jason McHugh (City Manager)

Signature

Date

This commitment expires after 60 days without the execution of a Developer's Agreement

City of Wildwood

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

EXHIBIT D

DEVELOPER UTILITY CONCURRENCY SYSTEM DEVELOPMENT CHARGE FEES:

PROJECT NAME: 100 Oaks

WATER SDC FEE:

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested = 310

TOTAL water SDC fee for Transmission Component = \$1,168.00 x 310 = **\$ 362,080.00**

TOTAL water SDC fee for Treatment Component = \$720.00 x 310 = **\$ 223,200.00**

DUE SCHEDULE:

First 50% **\$ 292,640.00**

Second 50% **\$ 292,640.00**

TOTAL \$ 585,280.00

WASTEWATER SDC FEE:

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested = 310

TOTAL wastewater SDC fee for Transmission Component = \$1,583.00 x 310 = **\$ 490,730.00**

TOTAL wastewater SDC fee for Treatment Component = \$1,715.00 x 310 = **\$ 531,650.00**

DUE SCHEDULE:

First 50% (Pioneering Agreement – Treatment Component Only) **\$ 265,825.00**

Second 50% (Pioneering Agreement – Treatment Component Only) **\$ 265,825.00**

TOTAL \$ 1,022,380.00

Total Due at Execution of Developer's Agreement:

TOTAL \$ 558,465.00

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 E

DEVELOPER UTILITY CONCURRENCY **REQUESTED UTILITY CONNECTION AVAILABILITY SCHEDULE**

PROJECT: 100 Oaks

YEAR 2025	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				

YEAR 2026	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	_____	50	50	50
WASTEWATER	_____	50	50	50
REUSE				

YEAR 2027	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	50	50	60	_____
WASTEWATER	50	50	60	_____
REUSE				

YEAR 2028	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				

YEAR 2029	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				

Development Authority: _____

Printed Name

Signature

Date

Authorized City
Representative:

Printed Name

Signature

Date

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

ALL SEPARATE COMMERCIAL UNITS REQUIRE A MINIMUM OF ONE (1) FULL ERU

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Withlacoochee Regional Water Supply Authority Governing Board**

REQUESTED ACTION: Staff recommends the City Commission appoint Commissioner Marcos Flores to the Withlacoochee Regional Water Supply Authority (WRWSA) Governing Board and appoint Mayor Pro Tem Pamala Harrison-Bivins as an alternate.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The Withlacoochee Regional Water Supply Authority (WRWSA) is a multi-county special district of the state of Florida charged with planning for and developing cost-effective water supplies for its member governments. Sumter County and its municipalities are member governments. Due to a vacancy created by the City of Bushnell, Sumter County has a municipal opening on the WRWSA Governing Board. Through coordination with the WRWSA, Sumter County, and the City of Bushnell, it has been determined that a representative from Wildwood is appropriate.

Commissioner Marcos Flores has expressed his interest in being appointed to represent the City of Wildwood. Mayor Pro Tem Pamala Harrison-Bivins has expressed interest in serving as an alternate. The Commission must vote to formalize the appointments accordingly.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: FY25 Ad Valorem Tax Flyer

REQUESTED ACTION: For Information only.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached FY25 Ad Valorem Tax Flyer that will be distributed to Wildwood residents.

FY25 How Your Property Taxes Work For You

IN THE CITY OF WILDWOOD, FLORIDA



What are Ad Valorem Taxes?

Ad valorem taxes, also known as property taxes, are based on the value of a property being assessed

Ad valorem taxes are calculated by multiplying a property's taxable value by the millage rate

The millage rate is the rate of property tax charged per \$1,000 of taxable property value

How Ad Valorem Taxes Are Calculated

$$\frac{\text{Taxable Property Value}}{1,000} \times \text{Millage Rate} = \text{Ad Valorem Taxes}$$

Example Calculation

Assessed Home Value **\$250,000**
 Homestead Exemptions **(\$50,000)**
 Taxable Value **= \$200,000**

\$200,000 ÷ 1,000 × 2.8287 = \$565.74
 (Taxable Value) (Millage Rate) (Property Tax)

Quick Facts

FY25 Millage Rate:

2.8287

▼ 30% lower than in FY18

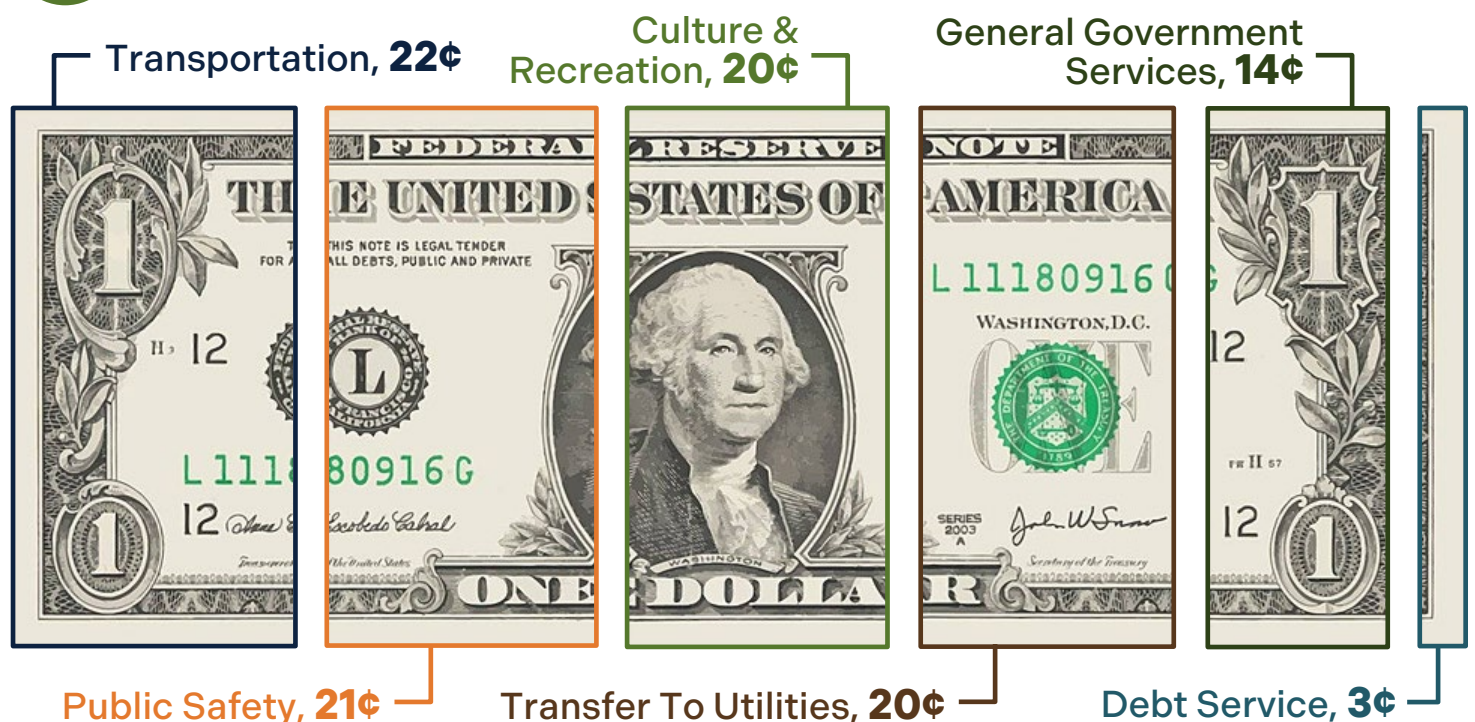
Taxable Value of Wildwood in FY25:

\$6.9B

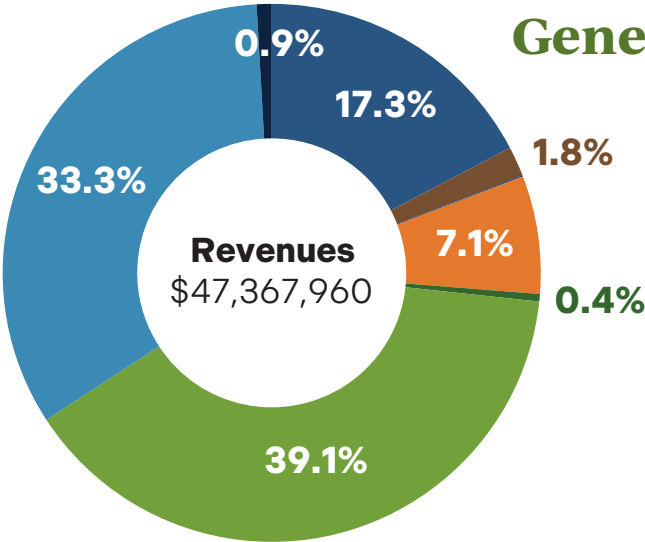
▲ \$6.1B Increase from FY18



Your Wildwood Tax Dollars at Work - Where Your Money Goes

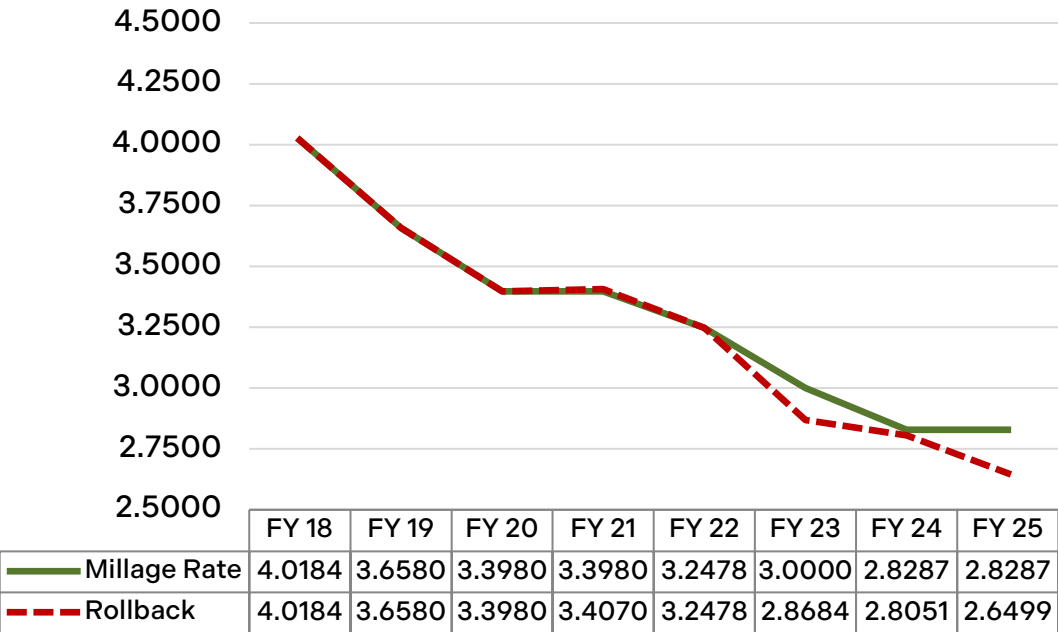


General Fund Revenue Distribution



Revenues Total	\$47,367,960
Ad Valorem Taxes	\$18,515,900
Local Option & Other Taxes	\$15,778,440
Reserves	\$8,200,000
Intergovernmental Revenue	\$3,360,370
Charges for Services	\$841,900
Other Sources	\$425,300
Miscellaneous Revenues	\$212,050
Fines & Forfeits	\$34,000

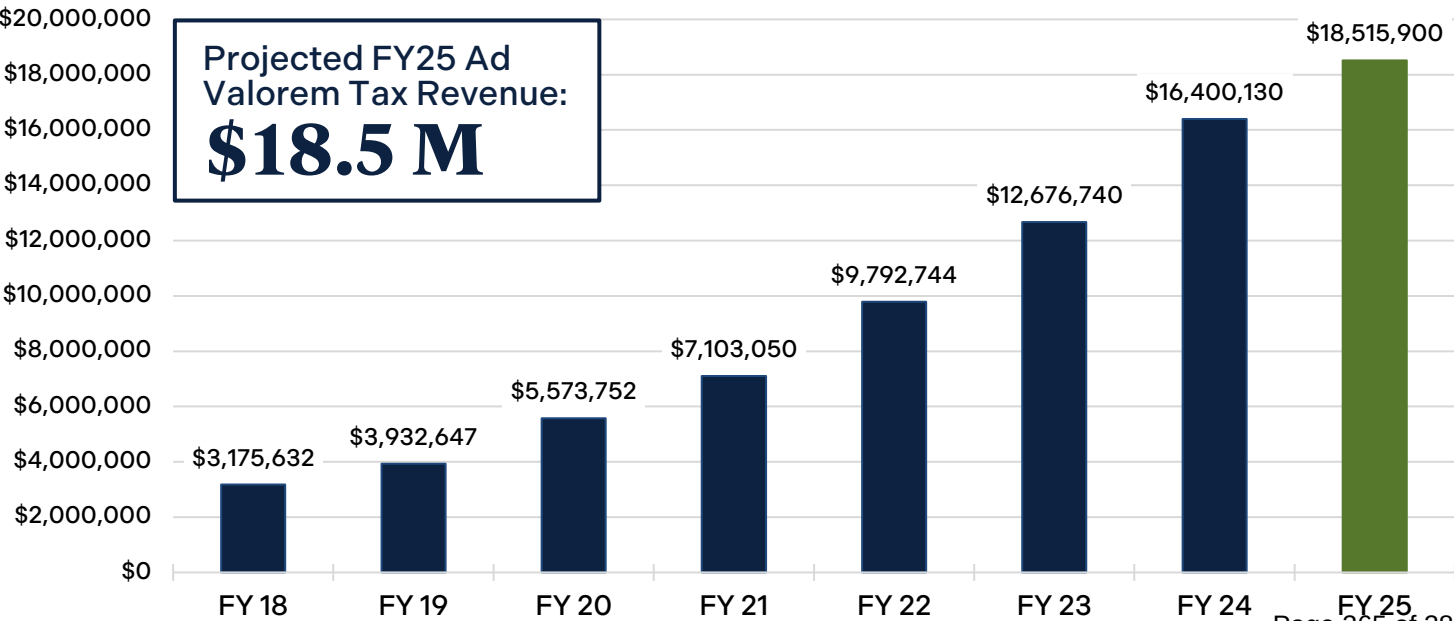
MILLAGE RATE TREND



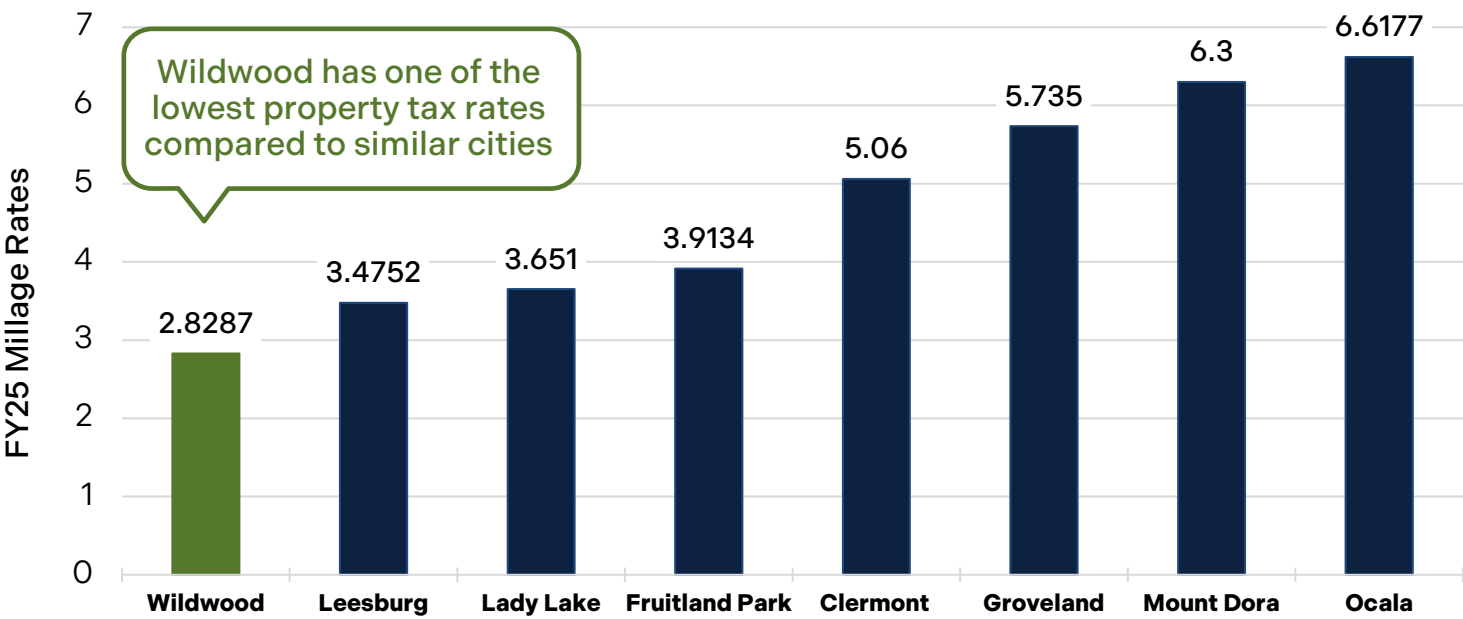
FY25 will be the seventh year in a row the city has either reduced or maintained the millage rate.

The FY25 millage rate is the lowest ad valorem tax rate in the city's history and all of Sumter County.

HISTORICAL AD VALOREM TAXES LEVIED



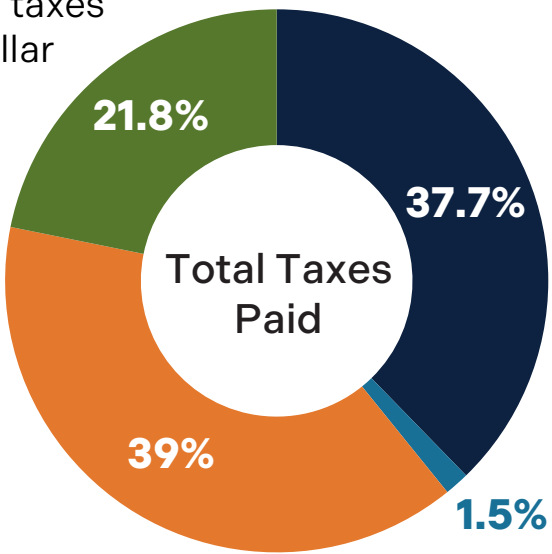
How the City of Wildwood Compares



Total Property Taxes Paid by City of Wildwood Residents

The City of Wildwood receives only **21.8%** of the total taxes levied in Sumter County. For every ad valorem tax dollar you pay, **22¢** goes to the City of Wildwood, while **78¢** goes to other taxing agencies in Sumter County.

Taxing Authority	Rate	Total %
Public Schools	5.055	39%
Sumter County	4.89	37.7%
City of Wildwood	2.8287	21.8%
Water Management District	0.1909	1.5%
Total Taxes	12.9646	100%



Sumter County Taxes – Example Calculation

Ad valorem taxes based on a \$250,000 assessed home with two homestead exemptions equaling \$50,000:

Taxing Authority	Millage Rate	Assessed	Exemption	Taxable	Tax
Sumter County	4.89	\$250,000	\$50,000	\$200,000	\$978
Public Schools	5.055	\$250,000	\$25,000	\$225,000	\$1,137.38
Water Management District	0.1909	\$250,000	\$50,000	\$200,000	\$38.18
City of Wildwood	2.8287	\$250,000	\$50,000	\$200,000	\$565.74
Total Taxes	12.9646				\$2,719.30

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: December Meeting Cancellation

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Due to the Christmas holiday, the City Manager is requesting that the City Commission meeting scheduled for December 23, 2024, be cancelled.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA)

REQUESTED ACTION: For information only.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City of Wildwood's FY25 budget has been awarded the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) for the 7th consecutive year. In addition to receiving the award, the City's budget also received a special recognition for strategic goals and strategies. Cities can be granted special recognition for components of their budget presentation when the reviewers feel the presentation exceeds expectations in certain areas. This is the first time the City has been granted a special recognition.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

November 27, 2024

Lynzey McClellan
Assistant CFO
City of Wildwood, Florida

Dear Lynzey:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning October 2024. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization. In addition to receiving the award, your entity's budget received the following special recognition:

Strategic goals & strategies

Special recognition is given when all three reviewers give the highest possible score in particular categories.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: NPDES MS4 Cycle 1 Year 3 Report

REQUESTED ACTION: For information only.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Attached is the Cycle 1, Year 3 annual NPDES MS4 Report

City of Wildwood MS4 Year III **STORMWATER Workshop**



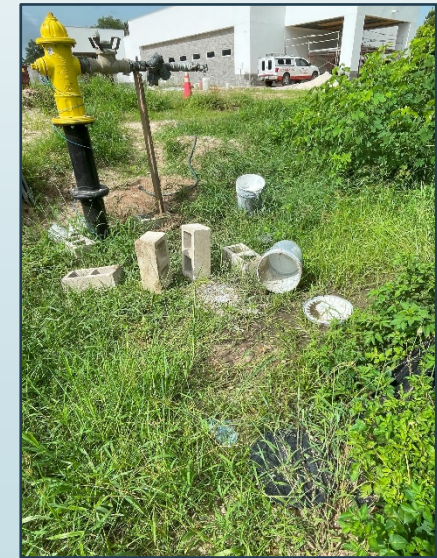
NPDES Stormwater Program Review

The NPDES Stormwater Program regulates point source discharges from three potential sources:

1. Municipal Separate Storm Sewer Systems (MS4s).
2. Construction activities.
3. Industrial activities.

Operators of these three potential sources may be required to obtain an NPDES permit before they can discharge stormwater.

The license allows a facility to discharge a specified amount of pollutants into a receiving water under certain conditions.



Where everything flows...Everything goes!

NPDES Permit Cycle III Year III



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Núñez
Lt. Governor

Shawn Hamilton
Secretary

September 16, 2024

Jeremy Hockenbury, Public Works Director
City of Wildwood
743 Huey Street
Wildwood, FL 34785
jhockenbury@wildwood-fl.gov

Subject: Cycle 1 Year 3 Annual Report Complete
City of Wildwood Municipal Separate Storm Sewer System (MS4)
FLR04E162-001

Dear Jeremy Hockenbury:

Thank you for submitting the above referenced annual report required under the *Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems*. The purpose of this letter is to inform you that the report is considered administratively complete pursuant to Part VII.C of the permit.

Please ensure that all procedures are being properly implemented and documented for future reporting.

If you have any questions, please contact me at 850-245-8495,
Beth.Robertson@floridadep.gov or Michelle Bull at 850-245-7561,
Michelle.Bull@FloridaDEP.gov.

Sincerely,

A handwritten signature in cursive script, reading "Beth Robertson".

Beth Robertson
NPDES Stormwater Program

Cc: Jason McHugh, City of Wildwood
Mohammed Murad, Kimley-Horn
Tracy Kelley, City of Wildwood

FLORIDA DEPARTMENT
OF
Environmental
Protection

Cycle 1 Year 3
COMPLETE

Summary of Stormwater Management Program Activities

Year III MS4 required implementation of Best Management Practices and Measurable Goals:

- ✓ Identification of Priority Areas for Investigation
- ✓ Annual Schedule for Proactive Inspections
- ✓ Employee Training Requirements
- ✓ Public Education
- ✓ Standard Operating Procedures (SOPs) for Investigations, Tracking, and Documentation



Summary of Stormwater Management Program Activities



Year III MS4 Standard Procedure for Proactive and Reactive Inspections

Proactive inspections will be carried out according to the established schedule. A trained inspector will perform these inspections without prior notice, looking for signs of illicit discharges, connections, or dumping based on their training. If illicit connections are discovered, the inspector will make an effort to identify the source of the discharge. Findings will be recorded, and photos should be included if possible. Depending on the situation, the inspector will either address the issue directly with the facility owner or refer it to their supervisor for further action. When engaging with the facility owner or operator, the inspector will communicate the findings and reference City Ordinance O2022-59, which prohibits such discharges. The inspector will follow up to ensure the issue has been resolved. If the problem persists, the matter will be escalated to the City's Code Enforcement Division.

Reactive inspections are triggered by complaints submitted through the City's Citizen Problem Reporting Form. These complaints are received by the City's Public Works Division, which generates a work order. A trained City staff member will be assigned to respond to the complaint. The inspector will carry out an Illicit Discharge Detection and Elimination (IDDE) inspection, documenting their findings. Based on these findings, the inspector will either address the issue directly with the facility owner or refer it to their supervisor for further action. During interactions with the facility owner or operator, the inspector will inform them of the findings and reference the City ordinance that prohibits such discharges. The inspector will return to the site to ensure the issue has been resolved. If the problem persists, the case will be forwarded to the City's Code Enforcement Division for further action.

Summary of Stormwater Management Program Activities

Year III MS4 Identification of Priority Areas for Investigation

- Industrial, Commercial, or Mixed-Use Facilities
- Facilities or areas with history of past illicit discharges and/or illegal dumping
- Facilities or areas with a direct connection to impaired water bodies
- Areas upstream of sensitive or impaired water bodies
- Areas with on-site sewage disposal systems



Summary of Stormwater Management Program Activities

CONTROL ITEM	DESCRIPTION OF MAINTENANCE	FREQUENCY OF INSPECTION
WET RETENTION AREAS	- INSPECT FOR EROSION ON SIDE SLOPES - ENSURE THE SIDE SLOPES ARE PROPERLY MOWED - DOCUMENT THE WATER LEVEL AND ENSURE THERE IS PROPER DRAWDOWN - MAINTAIN AREAS TO PROHIBIT EXCESS VEGATIVE GROWTH (I.E. METHODS OF SPRAYING) - REMOVE ANY DIRT AND DEBRIS - MAINTAIN ALL OUTFALL STRUCTURES AND/OR CONTROL STRUCTURES	INSPECT ANNUALLY FOR THE FIRST TWO YEARS, THEN BI-ANNUALLY. MOWING SHALL BE PERFORMED EVERY OTHER MONTH.
DRY RETENTION AREAS	- INSPECT FOR EROSION ON SIDE SLOPES AND POND BOTTOM - ENSURE POND IS PROPERLY MOWED - MAINTAIN AREAS TO PROHIBIT EXCESS VEGATIVE GROWTH (I.E. METHODS OF SPRAYING) - CONFIRM THE POND IS DRY OR DRAWING DOWN AFTER RAIN EVENTS - INSPECT FOR ANY SINKHOLES	INSPECT ANNUALLY FOR THE FIRST TWO YEARS, THEN BI-ANNUALLY. MOWING SHALL BE PERFORMED EVERY OTHER MONTH.
GRASS SWALES	- INSPECT FOR EROSION ON SIDE SLOPES AND SWALE BOTTOM - CONFIRM THE SWALES ARE DRY - MAINTAIN AREAS TO PROHIBIT EXCESS VEGATIVE GROWTH - REMOVE ANY DIRT AND DEBRIS	INSPECT ANNUALLY FOR THE FIRST TWO YEARS, THEN BI-ANNUALLY.
POLLUTION CONTROL BOXES	- INSPECT THE BOXES FOR SILT AND DEBRIS - REPLACE MEDIA FILTERS	INSPECT QUARTELY.
MAJOR OUTFALL STRUCTURES & CANALS	- INSPECT FOR AND CLOGS OR BLACKAGES - REMOVE AND DIRT AND DEBRIS FROM STRUCTURES - INSPECT FOR EROSION LEAVING FROM STRUCTURES	INSPECT ANNUALLY, OR AS CONDITIONS ARE CHANGED.
WEIRS & CONTROL STRUCTURES	- INSPECT FOR AND CLOGS OR BLACKAGES - REMOVE AND DIRT AND DEBRIS FROM STRUCTURES - INSPECT FOR EROSION LEAVING FROM STRUCTURES	INSPECT ANNUALLY.
PIPES & CULVERTS	- CLEAR PIPES OF DIRT AND DEBRIS - INSPECT FOR ANY BOKEN OR DAMAGED PIPES AND REPLACE AS NECESSARY	INSPECT A MINIMUM OF 20% OF THE TOTAL NUMBER OF STRUCTURES PER YEAR. ALL COMPLETED WITHIN 5 YEARS
STORM INLETS	-REMOVE ANY DIRT AND DEBRIS FROM INLETS AND CATCH BASINS -REMOVE ANY DIRT AND VEGETATION FROM DRAINAGE DITCHES	INSPECT A MINIMUM OF 20% OF THE TOTAL NUMBER OF STRUCTURES PER YEAR. ALL COMPLETED WITHIN 5 YEARS
PUMP LIFTSTATIONS	- CONFIRM PUMPS ARE OPERTING - INSPECT THE PUMP FOR ANY MAINTENANCE OR REPAIRS - ASSIGN 911 ADDRESSES - INSPECT FOR ANY SIGNS OF FLOODING - INSPECT ID SIGNS AND REPLACE AS NECESARY	INSPECTED TWICE A YEAR OR AS CONDITIONS ARE CHANGED.
CITY OWNED ROADS	- INSPECT CONDITIONS OF ROADS AND REPAIR ANY DAMAGES - REMOVE ANY DIRT AND DEBRIS FROM CURBS	INSPECT ANNUALLY AND PERFORM VACUUMING QUARTELY.

All facilities and areas will be inspected at least once within the current permit term.

If a facility or area is discovered to have illicit discharges, connections, or dumping, it will be placed on the list for re-inspection the following year.

Summary of Stormwater Management Program Activities

SPREADING THE NEWS ABOUT STORMWATER

Stormwater Smart

2024 ISSUE II



IN THIS ISSUE

- Water Cycle Extremes
- Understanding Stormwater Flooding
- Flooding Resources
- Tips for Preventing Water Pollution



PUBLIC WORKS
CONTACT INFORMATION
Office: 352-330-1343 Fax: 352-330-1338

Jeremy Hockenbury, Director
jhockenbury@wildwood-fl.gov

Thomas J. Rigwood, Assistant Director
trigwood@wildwood-fl.gov

Casey Jones, Compliance Manager
cjones@wildwood-fl.gov

Water Cycle Extremes June - November

As we enter the annual hurricane season, it's essential to stay informed and prepared. Hurricanes are powerful tropical cyclones that originate over warm ocean waters. They bring strong winds, heavy rainfall, storm surges, and flooding, affecting both coastal and inland areas.

Here in Florida, where warm waters surround much of our state, hurricanes are a recurring threat. Recent trends suggest hurricanes are becoming more frequent and stronger, posing greater challenges to our natural and built environments. This trend underscores the importance of preparedness and resilience.

The City of Wildwood urges all residents to take hurricanes seriously and to prioritize preparedness:

- **Emergency Kit:** Prepare an emergency kit with essentials such as water, non-perishable food, medications, first-aid supplies, and important documents.
- **Evacuation Plan:** Know your evacuation routes and have a plan for where you will go if evacuation orders are issued. Stay informed through local news and official sources.
- **Protecting Your Home:** Secure windows and doors, trim trees and shrubs, and bring in outdoor items that could become projectiles in high winds.
- **Informed:** Follow updates from local emergency management agencies and use resources available through state and federal authorities to stay informed and prepared throughout hurricane season.

Visit NOAA's Hurricane Preparedness Page

National Hurricane Center: <https://www.nhc.noaa.gov>
NOAA Hurricane Preparedness: <https://www.noaa.gov/hurricane-prep>



Disclaimer: This newsletter is intended for informational purposes and does not replace official emergency instructions issued by local authorities. Always follow guidance from emergency management officials during severe weather events.

Stormwater Smart

2024 ISSUE II

Tips for Preventing Water Pollution

- ✓ Regularly clean gutters and downspouts to ensure proper drainage away from your home.
- ✓ When possible, use permeable materials for driveways and walkways.
- ✓ Create rain gardens to allow rainwater to soak into the ground.
- ✓ Dispose of household chemicals and hazardous materials properly to prevent contamination of stormwater runoff.
- ✓ Use fertilizers and pesticides sparingly and follow guidelines to minimize runoff into storm drains.
- ✓ Report clogged storm drains or other drainage concerns promptly.
- ✓ Install check valves in plumbing to prevent backups.
- ✓ Collect rainwater from roof gutters for future use in gardens or lawns, reducing runoff.
- ✓ Check vehicles for drips and repair leaks to keep nuisance oils off pavement.
- ✓ Purchase low- or non-phosphate cleaners and detergents.
- ✓ Avoid cutting your lawn too short, which reduces its effectiveness in capturing runoff.
- ✓ Sweep or blow off walks and driveways instead of hosing them down.
- ✓ Clean up pet wastes which nutrients and bacteria can enter stormwater drains contaminating the water system.

Stormwater Flooding

Stormwater flooding in Florida is a prevalent issue due to the state's unique geographical and climatic conditions. Florida's flat topography, high water table, and frequent heavy rainfall, especially during the hurricane season, contribute to significant stormwater management challenges. Stormwater flooding occurs when heavy rainfall exceeds the capacity of drainage systems, leading to water pooling in streets, yards, and sometimes homes. Sudden, heavy downpours overwhelm drainage systems designed for average rainfall patterns.

Preparation and awareness are key to managing stormwater flooding. By taking proactive steps before, during, and after a storm, residents can reduce risks, protect their property, and ensure their safety. Engaging with community resources and staying informed about local initiatives can further enhance resilience against flooding.

Here are some helpful resources related to stormwater flooding:

Florida Division of Emergency Management (FDEM):

- Website: floridadisaster.org
- Offers resources and information on flood preparedness, evacuation routes, and emergency management during flooding events.

National Weather Service - Florida:

- Website: weather.gov
- Provides weather forecasts, flood alerts, and storm updates specific to Florida.

Southwest Florida Water Management District (SWFWMD):

- Website: swfwmd.state.fl.us
- Manages flood control infrastructure, including dams, reservoirs, and levees, to reduce flood risks in the region.

Sumter County - Florida:

- Website: sumtercountyfl.gov
- Drainage complaints involving runoff from county roadways, ditches or easements.

City of Wildwood

- Website: wildwood-fl.gov
- Drainage and flooding within city limits.

Summary of Stormwater Management Program Activities

SPREADING THE NEWS ABOUT STORMWATER

STORMWATER TRIVIA TIME

How well do you know your stormwater facts?

How much of urban stormwater runoff typically gets filtered through vegetation before reaching waterways?

A) 10%
B) 50%
C) 75%

Answer: C) 75%

What role do trees play in stormwater management?

A) They increase runoff by covering the ground
B) They help to absorb and slow down stormwater runoff
C) They contribute to pollution

Answer: B) They help to absorb and slow down stormwater runoff

Why is it important to keep storm drains free of debris?

A) To improve the appearance of the streets
B) To prevent flooding and allow proper drainage
C) To increase water pressure

Answer: B) To prevent flooding and allow proper drainage

How does stormwater runoff contribute to water pollution?

A) It dilutes pollutants, making them less harmful
B) It carries pollutants like oil, chemicals, and debris



Thanks for joining our stormwater trivia!
Your knowledge can make a difference.

Did you know? Cigarette butts are one of the most commonly littered items and they pose a serious threat to our stormwater systems and waterways.

When cigarette butts are discarded on the ground, rain can wash them into storm drains. These drains often lead directly to rivers, lakes, or oceans without any filtration, introducing harmful substances into water bodies.

Cigarette butts contain nicotine, heavy metals, and plastic fibers.

- **Nicotine:** This toxic chemical can disrupt aquatic ecosystems, harming fish and other water creatures.
- **Heavy Metals:** Components like lead, cadmium, and arsenic can leach into water sources, posing risks to both wildlife and human health.
- **Plastic Fibers:** The filter of a cigarette is made from cellulose acetate, a type of plastic. These fibers break down slowly and contribute to microplastic pollution in water.

Understanding and addressing the issue of cigarette butt pollution requires both individual actions and collective efforts to create more sustainable practices and cleaner environments.

Remember...Where It Flows Everything Goes!





City of Wildwood, Florida
45m · 45m

Wildwood's utility and public works crews are working together with the city's sewer jet vac truck to clear a blocked stormwater line near City Hall, in an effort to prevent additional flooding during downpours.

Shown here are John Cornell, Eric Coffie, Bobby Cook, Paul Brown, and Rodney Ivery.

Please remember stormwater drains are for rainwater only. It's important to keep them free of other liquids and debris, including grass clippings and leaves. Stormwater is not treated... See more





THANK YOU

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Fleet Services Quarterly Department Report

REQUESTED ACTION: For information only.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached department report from Fleet Services.



Memorandum

To: Jason McHugh, City Manager

From: Steve Watson, Fleet Manager

Date: 11/22/24

Re: Fleet Department Quarterly Update

Jason,

October began the new fiscal year for the City, and with that, the process of requesting approval and issuing POs for the new vehicles and equipment. While there are signs of improvement in the supply chain process, we are still waiting and playing catch-up from FY2024. From what I am seeing, this coming year will show more improvement and we can return to a somewhat normal schedule.

We now have 92 vehicles on the GPS system (excluding the Police Department) and can install units on each new vehicle we receive.

Now that we are catching up on our new orders, I hope to start the surplus process and the auctioning off of our older vehicles. Because of the order delays, we've had to continue utilizing older units due to growth and demand. We have been able to re-purpose several vehicles that may have outlived their life as a police unit and transferred them to departments where daily use isn't quite as demanding. These departments include HR, IT, and Code Compliance.



The following are the orders we have received in the FY2024 budget:

Police Department:

- 2- 2024 Ford Explorers
- 6- 2023 Ford Interceptors
- 1- 2024 Ford Explorer

Public Works Department:

- 1- 8-yard Dump Truck
- 1- Ford F150 4x4
- 1- Message Board

Parks and Rec Department:

- 4- Light Towers
- 1- Aerator
- 1- Top Dresser
- 1- John Deere Mower
- 1- Tractor

Utilities Department:

- 2- Ford F250s
- 1- Ford F150 4x4
- 2- Ford F250s
- 1- Crawler Camera
- 1- Ford F150 4x2
- 1- Ford F150 4x4
- 1- Ford Transit Van



We are still waiting to receive the following vehicles for FY2024:

Utilities Department:

- 1- Ford F250
- 2- Ford F250s w/ Crane
- 1- Vactruck

The following are what we have on order for FY2025:

Police Department:

- 6- Ford Interceptors
- 1- Ford Explorer

Parks and Rec:

- 1- Ford F150
- 1- Ford F250

Utilities:

- 2- Ford F250s



Fleet continues to strive to give the best and most cost-efficient repair and maintenance to our City fleet. We've purchased software that enables us to program and install any updates on our Ford fleet. This eliminates having to rely on the dealer or any outside source to be involved in our repairs, saving the City money in the end.

We've also expanded our tire maintenance and repair program to handle nearly 100% of the City's tire needs. Again, this eliminates the outside source which saves money.

Fleet takes pride in the service we provide to all our departments and as I've said before, if we don't keep the machine running the work doesn't get done.