



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

April 14, 2025 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: JANUARY 27, 2025 REGULAR MEETING*

C. *MINUTES FOR APPROVAL: FEBRUARY 3, 2025 COMMISSION WORKSHOP*

D. *PJ # A25-0274 VOSO UNIT 157 FINAL PLAT*

E. *PJ # A25-0229 VOSO UNIT 158 FINAL PLAT*

- F. *PJ # A25-0093 VOSO UNIT 173 FINAL PLAT*
- G. *PJ # A25-0078 VOSO UNIT 179 FINAL PLAT*
- H. *PJ #A25-0163 MIDDLETON UNIT 8 FINAL PLAT*
- I. *RIGHT-OF-WAY DEED FOR MIDDLETON UNIT NO. 6*
- J. *RIGHT-OF-WAY DEED FOR VOSO UNIT NOS. 175, 176, 177, 180, 186, 189, AND 290*
- K. *RIGHT-OF-WAY DEED FOR VOSO UNIT NOS. 190 & 241*
- L. *RELEASE OF LIEN - 116 WOODLANE AVE/PARCEL #G05R073*
- M. *BAKER HOUSE HISTORICAL SITE LISTING*

N. *BUDGETED FINANCIAL ITEMS*

- 1. *PURCHASE OF SEVEN SPARE LIFT STATION PUMPS FOR THE AMOUNT OF \$112,740.00*
- 2. *GENERATOR PURCHASE FOR LIFT STATIONS 48 AND 50 FOR THE AMOUNT OF \$147,146.00*
- 3. *MILLENNIUM PARK IRRIGATION WELL CONTROL PANEL REPLACEMENT FOR THE AMOUNT OF \$38,537.90*

3. Presentations and/or Proclamations

- A. *PROCLAIM APRIL 22, 2025 AS EARTH DAY*
- B. *PROCLAIM APRIL 25, 2025 AS ARBOR DAY*

4. Public Hearings - Timed - Legislative

- A. *SWEAR IN CITY STAFF AND PUBLIC SPEAKERS*
- B. ***ORDINANCE NO. O2025-5 - 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 2405-001 7202 Marsh Bend Trail

Parcel K09A010

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 Commercial (Sumter County) to Commercial (City of Wildwood) for parcel K09A010 on 7.121 acres MOL. This request is accompanied by a rezoning request RZ 2405-001 (O2025-6).

The Planning and Zoning Board/Special Magistrate as the Local Planning Agency recommends approval contingent on the 100% gopher tortoise survey and bird nesting survey if construction is to start within the breeding season.

5. Public Hearings - Timed - Quasi-Judicial

- A. ***ORDINANCE NO. O2025-6 - 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 2405-001 7202 Marsh Bend Trail

Parcel K09A010

The applicant is seeking approval from the City Commission for a zoning map amendment to change the zoning district from RR5C (Sumter County) to C-3 (City of Wildwood) for parcel K09A010 on 7.121 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2405-001 (O2025-5).

The Planning and Zoning Board/Special Magistrate recommends approval.

- B. ***ORDINANCE NO. O2025-7 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.14 ACRES LOCATED ON C 44A, APPROXIMATELY 0.05 MILES NORTH EAST OF E SR 44, IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

PJ #A25-0566 Parcel #G15A132 Annexation

The owner/applicant, Back Holla Properties, LLC, has submitted a voluntary annexation of parcel G15A132. The property is approximately 0.14 acres MOL and is located at 6454 C-44.

Staff recommends approval.

6. Public Forum - 4 minute time limit

7. Ordinances First Reading Only (No Vote)

- A. **ORDINANCE NO. 02025-12** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.479 ACRES LOCATED SOUTH OF E SR 44 AND WEST OF MORSE BLVD, IN SECTION 22, TOWNSHIP 19, RANGE 23; 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.

PJ # A25-0611 Mills Annexation

Parcel G22A1825

The applicant, Ron Courington, has submitted a voluntary annexation for parcel G22A1825. The parcel is approximately 0.479 acres and is located on N Bobwhite Road.

Staff recommends approval.

- B. **ORDINANCE NO. 02025-15** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 2.59 ACRES, LOCATED AT THE NORTHEAST CORNER OF N US 301 AND CR 124 INTERSECTION, IN SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PJ # A25-0567 Son Life Lawn & Landscaping, Inc Annexation

Parcel D29A022

The applicant, Son Life Lawn & Landscaping, Inc, on behalf of the owners, Christopher B. Williams and Tracy B. Williams, has submitted a voluntary annexation application for parcel D29A022 on 2.57 acres MOL

Staff recommends approval.

- C. **ORDINANCE NO. 02025-16** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 5.60 ACRES LOCATED AT THE SOUTHEAST CORNER OF N US 301 AND CR 222 INTERSECTION, IN SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA ; PROVIDING THAT

SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PJ # A25-0833 Sunkool Office Annexation

Parcels D29-003, D29-031, & D29-050

The applicant/owner, Absolute of Sumter County, LLC, has submitted a voluntary annexation application for parcels D29-003, D29-031, and D29-050 on 5.60 acres MOL.

Staff recommends approval.

8. Resolutions for Approval

9. Financial & Contracts & Agreements

- A. *MAIN STREET PARKING GARAGE PAY APP #12 (FINAL) IN THE AMOUNT OF \$15,036.89 AND ASSOCIATED CONDITIONAL WAIVER AND RELEASE OF LIEN*
- B. *HUEY STREET IMPROVEMENTS PROJECT - PAYMENT APPLICATION 9 IN THE AMOUNT OF \$233,007.52*
- C. *ROW MOWING AND LANDSCAPE MAINTENANCE AGREEMENT FOR MARSH BEND TRAIL IN THE AMOUNT OF \$33,739.20*
- D. *MILLENNIUM PARK PHASE 1 & 2 PROJECT - PAYMENT APPLICATION 2 IN THE AMOUNT OF \$509,394.90*
- E. *MILLENNIUM PARK PHASE 1 & 2 PROJECT - OWNER DIRECT PURCHASE OF THE CONCESSION AND RESTROOM PRE-CAST BUILDING IN THE AMOUNT OF \$215,413.80*
- F. *MILLENNIUM PARK PHASE 1 & 2 PROJECT - OWNER DIRECT PURCHASE OF SPORTS FIELD LIGHTING IN THE AMOUNT OF \$936,125*
- G. *MILLENNIUM PARK PHASE 1 & 2 PROJECT - OWNER DIRECT PURCHASE OF THE PEDESTRIAN BRIDGE IN THE AMOUNT OF \$113,160*
- H. *WILDWOOD WRF ADDITIONAL SERVICES (CONSTRUCTION ADMINISTRATION) FOR CPH ENGINEERING IN THE AMOUNT OF \$3,654,220.00*
- I. *WASTEWATER TREATMENT PLANT PHASE ONE PAY APPLICATION NO. 1 FOR THE AMOUNT OF \$1,723,333.86*
- J. *THIRD AMENDMENT TO THE PRECONSTRUCTION SERVICES AGREEMENT WITH GARNEY COMPANIES, INC*

10. General Items for Consideration/Discussion and Other Business

11. Appointments

12. City Manager Reports

A. *SET WORKSHOP FOR APRIL 21, 2025, AT 9:00 AM*

13. Other Department Reports

A. *UTILITY DEPARTMENT QUARTERLY REPORT*

14. Commission Members Reports

15. City Attorney Reports

16. Adjournment

Upcoming Events

April 19, 2025 - Easter Eggstravaganza at Millennium Park from 10:00am to 12:00pm

April 21, 2025 - Mondays with the Manager at the Baker House from 12:00pm to 1:00pm

April 25, 2025 - Arbor Day Celebration at the Wildwood Community Center at 10:00am

April 28, 2025 - City Commission Meeting at City Hall at 7:00pm

April 14, 2025 9:00 AM

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING APRIL 14 2025

04/09/2025
04:01 PM

Revenue Account Range: First to zzz-zzz-zzzz

Include Non-Anticipated: Yes

Year To Date As Of: 04/30/25

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	16,494,816.18	18,515,900.00	18,119,293.05	396,606.95-	98
001-312-4100	LOCAL OPTION GAS TAX	1,146,258.46	1,237,500.00	663,587.16	573,912.84-	54
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	4,393,938.14	4,870,300.00	2,446,839.25	2,423,460.75-	50
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	1,033,765.38	1,155,000.00	384,819.43	770,180.57-	33
001-313-1010	FRANCHISE TAX- SECO	1,569,065.65	1,760,000.00	916,960.77	843,039.23-	52
001-313-4080	LEESBURG ELECTRIC FRANCHISE FEE	64,086.61	99,000.00	35,473.66	63,526.34-	36
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	316,154.54	396,000.00	153,875.95	242,124.05-	39
001-313-4175	GIBSON PLACE WATER CONSERV AUTH FRA	36,243.88	66,000.00	46,749.72	19,250.28-	71
001-313-4180	LEESBURG GAS FRANCHISE FEE	82,407.67	82,500.00	53,246.36	29,253.64-	65
001-313-4185	MIDDLETON WATER CONSERV AUTH FRAN F	26,015.18	15,000.00	18,510.70	3,510.70	123
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCH	618,297.40	965,000.00	472,436.57	492,563.43-	49
001-313-4195	MIDDLETON UTILITY CO FRANCHISE FEES	25,697.66	15,000.00	21,152.69	6,152.69	141
001-313-4196	GIBSON PLACE UTILITY CO FRAN FEES	11,311.94	500.00	36,821.27	36,321.27	***
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE S\	240,819.28	242,000.00	112,862.90	129,137.10-	47
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	242,815.30	385,000.00	234,644.29	150,355.71-	61
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	877,029.52	896,500.00	318,274.02	578,225.98-	36
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	1,448,274.04	1,265,000.00	853,796.09	411,203.91-	67
001-314-3000	UTILITY TAX-WATER SALES	146,548.06	126,500.00	68,176.52	58,323.48-	54
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	229,890.68	275,000.00	108,269.57	166,730.43-	39
001-314-3003	CENTRAL SUMTER UTILITY CO. LLC	144,850.29	220,000.00	73,976.65	146,023.35-	34
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	15,321.81	18,700.00	6,792.77	11,907.23-	36
001-314-4030	FERRELLGAS LP	1,770.05	1,500.00	2,720.31	1,220.31	181
001-314-4040	CIRCLE K STORES	335.99	200.00	117.06	82.94-	59
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	56,228.53	60,500.00	32,418.05	28,081.95-	54

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING APRIL 14 2025

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
001-314-4081	LEESBURG GAS UTILITY TAX	132,922.08	99,000.00	88,557.84	10,442.16-	89
001-314-4090	THERMOTANE PROPOANE UTILITY TAX	47.29	0.00	0.00	0.00	0
001-314-4100	INTERCONN RESOURCES LLC	11,936.00	15,000.00	6,932.02	8,067.98-	46
001-314-4110	THOMPSON GAS SOUTHEAST	0.00	0.00	66.22	66.22	0
001-314-4140	PAR GAS	0.00	0.00	43.77	43.77	0
001-314-4150	CVS	398.98	300.00	177.59	122.41-	59
001-314-4151	AMERIGAS PROPANE	4,408.93	8,000.00	2,803.64	5,196.36-	35
001-314-4152	LOWE'S PROPANE TAX	1,789.94	2,500.00	918.96	1,581.04-	37
001-314-4153	BLOSSMAN COMPANIES PROPANE TAX	343.84	300.00	178.89	121.11-	60
001-314-4160	TECO-PEOPLES GAS	406,313.53	396,000.00	239,042.96	156,957.04-	60
001-314-4162	GAS SOUTH UTILITY TAX	778.50	440.00	437.02	2.98-	99
001-314-4190	SOUTH SUMTER UTILITY CO UTILITY TAX	180,650.74	187,000.00	136,427.41	50,572.59-	73
001-314-4191	PUBLIX UTILITY TAX	875.89	1,000.00	497.62	502.38-	50
001-314-4195	MIDDLETON UTILITY CO UTILITY TAX	9,051.20	5,000.00	5,774.88	774.88	116
001-314-4196	GIBSON PLACE UTILITY CO UTIL TAX	3,640.08	200.00	11,544.35	11,344.35	***
001-314-9010	STATE COMMUNICATIONS TAX	836,621.32	908,000.00	451,277.45	456,722.55-	50
001-331-5000	FEMA GRANT	33,192.46	0.00	1,163.95	1,163.95	0
001-335-1200	STATE REVENUE SHARING	952,865.15	1,080,800.00	475,145.35	605,654.65-	44
001-335-1400	MOBILE HOME LICENSES	15,925.56	16,500.00	10,622.24	5,877.76-	64
001-335-1600	STATE BEVERAGE LICENSES	9,661.20	7,500.00	8,164.91	664.91	109
001-335-1800	1/2 CENT SALES TAX	2,198,674.74	2,255,570.00	1,156,308.66	1,099,261.34-	51
001-339-1005	GIBSON PLACE UTIL CO PILOT FEES	2,009.17	0.00	6,567.01	6,567.01	0
001-339-1010	MIDDLETON UTILITY CO PILOT FEES	3,622.04	3,000.00	3,001.43	1.43	100
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	687,911.59	759,000.00	340,448.77	418,551.23-	45
001-341-2010	TREE MITIGATION PERMITS	76,470.00	500.00	250.00	250.00-	50
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	56,511.99	13,488.01-	81

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING APRIL 14 2025

04/09/2025
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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
001-347-5302	COMMUNITY CENTER-RESERVATION FEES	2,458.90	0.00	9,043.63	9,043.63	0
001-347-5304	COMMUNITY CENTER STAFF FEES	0.00	0.00	1,865.07	1,865.07	0
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CEI	12,251.24	10,000.00	10,379.67	379.67	104
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CEN	2,421.43	1,500.00	336.35	1,163.65-	22
001-347-5307	OUTDOOR BUILDING RENTALS	280.31	100.00	530.57	430.57	531
001-347-5308	OPEN SPACE RENTALS	1,005.14	800.00	8,812.30	8,012.30	***
001-350-1000	FINES	85,329.42	30,000.00	34,224.45	4,224.45	114
001-351-1002	CODE ENFORCEMENT	33,515.90	1,500.00	1,544.81	44.81	103
001-351-3000	POLICE-2ND DOLLAR FUND	7,947.28	2,500.00	2,766.35	266.35	111
001-361-0000	INTEREST EARNINGS	222,934.18	100,000.00	88,677.58	11,322.42-	89
001-369-0000	OTHER MISCELLANEOUS REVENUE	4,030.71	5,000.00	6,269.49	1,269.49	125
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	18,297.94	18,850.00	0.00	18,850.00-	0
001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	19,032.94	18,900.00	9,495.00	9,405.00-	50
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	16,866.65	16,866.65	0
001-369-0075	MULTI-PURPOSE FIELD RENTAL	0.00	0.00	1,913.03	1,913.03	0
001-369-0076	BASEBALL FIELD RENTAL	6,568.51	300.00	2,328.23	2,028.23	776
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	17,610.00	12,390.00-	59
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	20,552.00	5,552.00	137
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	7,755.95	3,500.00	3,055.13	444.87-	87
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	17,519.89	10,000.00	14,996.88	4,996.88	150
001-380-1000	OTHR FINANCING SOURCE-INSURANCE PRO	21,489.96	0.00	256.33	256.33	0

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
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
001-393-0000	CANCEL PRIOR YEAR EXPENSE	12,887.80	0.00	29,890.70	29,890.70	0
GENERAL FUND Revenue Totals		35,940,324.82	47,367,960.00	28,466,943.96	18,901,016.04-	60

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	30,148.23	23,292.77	56
001-511-10-2100	FICA EXPENSE	3,915.87	4,148.00	2,306.50	1,841.50	56
001-511-10-2200	RETIREMENT	30,035.76	31,360.00	17,690.96	13,669.04	56
001-511-10-2300	LIFE & HEALTH INSURANCE	285.00	0.00	166.25	166.25-	0
001-511-10-2600	WORKERS COMPENSATION INSURANCE	378.13	0.00	352.45	352.45-	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	1,143.70	5,856.30	16
001-511-30-4100	TELEPHONE EXPENSE	1,089.58	2,000.00	621.16	1,378.84	31
001-511-30-4110	IT LICENSING / EQUIPMENT	5,474.39	8,220.00	3,239.49	4,980.51	39
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	827.95	972.05	46
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	6,591.00	9.00	100
001-511-30-5500	TRAINING	2,050.00	2,800.00	275.00	2,525.00	10
001-511-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	50,000.00	0.00	50,000.00	0

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
	511 LEGISLATIVE- CITY COMMISSION:	109,526.05	176,919.00	63,538.60	113,380.40	36
001-512-00-0000	EXECUTIVE- CITY MANAGER:	0.00	0.00	0.00	0.00	0
001-512-10-1200	SALARIES	433,738.97	556,477.00	253,216.34	303,260.66	46
001-512-10-1500	SICK LEAVE	11,907.39	0.00	8,793.95	8,793.95-	0
001-512-10-1600	VACATION PAY	28,844.41	0.00	16,027.88	16,027.88-	0
001-512-10-1800	HOLIDAY PAY	18,655.68	0.00	13,161.87	13,161.87-	0
001-512-10-2100	FICA EXPENSE	36,864.65	43,130.00	20,659.07	22,470.93	48
001-512-10-2200	RETIREMENT	135,161.07	148,341.00	78,271.78	70,069.22	53
001-512-10-2210	BENEFIT ADMIN FEES	108.00	0.00	67.50	67.50-	0
001-512-10-2300	LIFE & HEALTH INSURANCE	41,230.33	54,000.00	26,807.60	27,192.40	50
001-512-10-2600	WORKERS COMPENSATION INSURANCE	756.27	1,000.00	704.85	295.15	70
001-512-30-3100	PROFESSIONAL SERVICES	366,713.91	260,602.50	30,672.50	229,930.00	12
001-512-30-3450	CLOTHING AND UNIFORMS	303.00	750.00	49.00	701.00	7
001-512-30-4000	TRAVEL & PER DIEM	9,629.30	13,300.00	4,188.23	9,111.77	31
001-512-30-4100	TELEPHONE EXPENSE	4,074.65	5,000.00	1,641.67	3,358.33	33
001-512-30-4110	IT LICENSING / EQUIPMENT	22,683.57	24,140.00	15,790.12	8,349.88	65
001-512-30-4150	ADVERTISING/RECORDING EXPENSE	1,978.63	4,000.00	376.68	3,623.32	9
001-512-30-4200	POSTAGE/TRANSPORTATION FEES	659.73	1,000.00	124.57	875.43	12
001-512-30-4600	REPAIR & MAINTENANCE	2,010.48	5,800.00	3,302.71	2,497.29	57
001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	411.99	2,500.00	147.78	2,352.22	6
001-512-30-5100	OFFICE SUPPLIES	836.92	2,100.00	912.47	1,187.53	43
001-512-30-5200	OPERATING SUPPLIES	2,520.18	7,250.00	897.72	6,352.28	12
001-512-30-5250	FUEL EXPENSE	160.37	500.00	24.96	475.04	5
001-512-30-5400	SUBSCRIPTIONS/DUES	3,844.66	6,300.00	2,189.68	4,110.32	35
001-512-30-5500	TRAINING	5,620.72	13,700.00	20.00-	13,720.00	0-
	512 EXECUTIVE- CITY MANAGER:	1,128,714.88	1,149,890.50	478,008.93	671,881.57	42

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-513-10-1200	SALARIES	293,510.92	472,893.00	180,757.30	292,135.70	38
001-513-10-1300	OVERTIME	0.00	500.00	613.07	113.07-	123
001-513-10-1500	SICK LEAVE	10,033.94	0.00	6,728.76	6,728.76-	0
001-513-10-1600	VACATION PAY	17,960.48	0.00	12,583.20	12,583.20-	0
001-513-10-1800	HOLIDAY PAY	11,184.17	0.00	8,999.74	8,999.74-	0
001-513-10-2100	FICA EXPENSE	25,450.95	36,654.00	16,040.74	20,613.26	44
001-513-10-2200	RETIREMENT	50,380.56	70,001.00	31,510.96	38,490.04	45
001-513-10-2210	BENEFIT ADMIN FEES	54.00	0.00	63.00	63.00-	0
001-513-10-2300	LIFE & HEALTH INSURANCE	49,981.51	75,600.00	30,677.93	44,922.07	41
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	1,409.75	590.25	70
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	28,012.50	6,987.50	80
001-513-30-3400	OTHER CONTRACTUAL SERVICES	13,546.15	27,710.00	11,782.86	15,927.14	43
001-513-30-4000	TRAVEL & PER DIEM	17.00	3,880.00	38.36	3,841.64	1
001-513-30-4100	TELEPHONE EXPENSE	5,487.11	7,500.00	3,004.85	4,495.15	40
001-513-30-4110	IT LICENSING / EQUIPMENT	67,302.38	65,250.00	47,308.21	17,941.79	72
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	2,610.68	1,600.00	98.88	1,501.12	6
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	1,842.48	7,850.00	1,561.29	6,288.71	20
001-513-30-4300	UTILITIES EXPENSE	17,991.77	30,000.00	7,934.36	22,065.64	26
001-513-30-4400	RENTAL & LEASING	3,806.70	7,500.00	657.35	6,842.65	9
001-513-30-4500	GENERAL INSURANCE	319,609.90	450,000.00	363,218.00	86,782.00	81
001-513-30-4600	REPAIR & MAINTENANCE	28,341.17	30,000.00	7,771.53	22,228.47	26
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	4,719.16	6,000.00	2,868.51	3,131.49	48
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	1,374.14	5,475.86	20

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001-513-30-5200	OPERATING SUPPLIES	6,468.48	8,200.00	3,173.17	5,026.83	39
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	380.00	9,670.00	4
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	115,380.09	118,240.00	58,756.60	59,483.40	50
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	19,047.44	16,200.00	8,457.18	7,742.82	52
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	235,452.36	241,640.00	120,035.65	121,604.35	50
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	56,158.33	49,980.00	25,769.70	24,210.30	52
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRII	339,576.44	345,960.00	345,956.20	3.80	100
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTI	83,009.40	76,630.00	76,602.96	27.04	100
513 CLERK/FINANCE DEPARTMENT:		1,811,448.80	2,219,668.00	1,404,401.75	815,266.25	63
001-516-00-0000	DEVELOPMENT SERVICES:	0.00	0.00	0.00	0.00	0
001-516-10-1200	SALARIES	631,805.35	962,068.00	369,260.39	592,807.61	38
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	7,134.05	7,134.05-	0
001-516-10-1600	VACATION PAY	32,501.62	0.00	20,474.60	20,474.60-	0
001-516-10-1800	HOLIDAY PAY	23,839.25	0.00	17,764.93	17,764.93-	0
001-516-10-2100	FICA EXPENSE	54,147.63	72,604.00	31,730.15	40,873.85	44
001-516-10-2200	RETIREMENT	112,905.60	156,201.00	65,882.87	90,318.13	42
001-516-10-2210	BENEFIT ADMIN FEES	117.00	0.00	126.00	126.00-	0
001-516-10-2300	LIFE & HEALTH INSURANCE	96,094.34	145,800.00	55,019.78	90,780.22	38
001-516-10-2600	WORKERS COMPENSATION INSURANCE	2,268.89	3,000.00	2,114.60	885.40	70
001-516-30-3100	PROFESSIONAL SERVICES	961,993.72	846,175.00	201,288.96	644,886.04	24
001-516-30-3450	CLOTHING AND UNIFORMS	0.00	2,500.00	80.49	2,419.51	3
001-516-30-4000	TRAVEL & PER DIEM	4,996.02	13,000.00	3,520.31	9,479.69	27
001-516-30-4100	TELEPHONE EXPENSE	8,818.12	9,000.00	5,435.38	3,564.62	60
001-516-30-4110	IT LICENSING / EQUIPMENT	81,279.35	69,020.00	51,609.95	17,410.05	75

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001-516-30-4150	ADVERTISING/RECORDING EXPENSE	23,838.34	35,200.00	19,337.71	15,862.29	55
001-516-30-4200	POSTAGE/TRANSPORTATION FEES	1,242.36	2,000.00	426.73	1,573.27	21
001-516-30-4600	REPAIR & MAINTENANCE	2,274.07	5,000.00	1,274.75	3,725.25	26
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	16,494.28	5,000.00	255.37	4,744.63	5
001-516-30-4950	CODE ENFORCEMENT	18,694.67	40,000.00	2,365.41	37,634.59	6
001-516-30-5100	OFFICE SUPPLIES	1,900.02	7,000.00	1,024.84	5,975.16	15
001-516-30-5200	OPERATING SUPPLIES	5,367.65	7,000.00	737.50	6,262.50	11
001-516-30-5250	FUEL EXPENSE	471.62	1,800.00	181.85	1,618.15	10
001-516-30-5400	SUBSCRIPTIONS/DUES	2,936.94	4,000.00	1,686.55	2,313.45	42
001-516-30-5500	TRAINING	6,929.09	25,000.00	2,469.40	22,530.60	10
516 DEVELOPMENT SERVICES:		2,110,589.65	2,412,368.00	861,343.92	1,551,024.08	36
001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	0.00	0.00	0.00	0.00	0
001-518-10-1200	SALARIES	212,735.02	274,463.00	123,306.97	151,156.03	45
001-518-10-1500	SICK LEAVE	6,178.18	0.00	8,351.87	8,351.87-	0
001-518-10-1600	VACATION PAY	13,343.88	0.00	6,229.37	6,229.37-	0
001-518-10-1800	HOLIDAY PAY	6,506.29	0.00	4,854.28	4,854.28-	0
001-518-10-2100	FICA EXPENSE	17,894.14	21,274.00	10,801.97	10,472.03	51
001-518-10-2200	RETIREMENT	32,440.13	37,411.00	19,455.95	17,955.05	52
001-518-10-2300	LIFE & HEALTH INSURANCE	33,567.97	43,200.00	21,908.55	21,291.45	51
001-518-10-2600	WORKERS COMPENSATION INSURANCE	302.51	500.00	379.84	120.16	76
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	2,295.56	7,500.00	975.07	6,524.93	13
001-518-30-4100	TELEPHONE EXPENSE	7,740.25	8,500.00	3,998.44	4,501.56	47
001-518-30-4110	IT LICENSING / EQUIPMENT	13,300.85	26,310.00	9,725.58	16,584.42	37
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	25.53	250.00	0.00	250.00	0

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
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	96.69	2,403.31	4
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	583.00	500.00	0.00	500.00	0
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	362.25	7,137.75	5
001-518-30-5400	SUBSCRIPTIONS/DUES	522.33	2,500.00	300.00	2,200.00	12
001-518-30-5500	TRAINING	1,449.00	12,000.00	737.42	11,262.58	6
001-518-30-5550	LICENSING	13,457.69	50,000.00	6,504.63	43,495.37	13
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	8,505.59	0.00	0.00	0.00	0
	518 INFORMATION TECHNOLOGY DEPARTMENT	396,421.21	553,908.00	225,699.00	328,209.00	41
001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-519-10-1200	SALARIES	161,529.54	216,128.00	104,479.38	111,648.62	48
001-519-10-1500	SICK LEAVE	6,062.51	0.00	1,604.48	1,604.48-	0
001-519-10-1600	VACATION PAY	7,752.71	0.00	4,747.28	4,747.28-	0
001-519-10-1800	HOLIDAY PAY	6,595.46	0.00	5,286.32	5,286.32-	0
001-519-10-2100	FICA EXPENSE	13,918.15	16,751.00	8,883.03	7,867.97	53
001-519-10-2200	RETIREMENT	24,720.40	29,460.00	15,826.76	13,633.24	54
001-519-10-2210	BENEFIT ADMIN FEES	54.00	0.00	63.00	63.00-	0
001-519-10-2300	LIFE & HEALTH INSURANCE	20,947.66	32,400.00	15,368.19	17,031.81	47
001-519-10-2600	WORKERS COMPENSATION INSURANCE	166.34	350.00	219.32	130.68	63
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	2,684.35	3,965.65	40
001-519-30-4000	TRAVEL & PER DIEM	2,888.74	8,500.00	1,120.38	7,379.62	13
001-519-30-4100	TELEPHONE EXPENSE	5,300.79	5,000.00	2,559.28	2,440.72	51
001-519-30-4110	IT LICENSING / EQUIPMENT	45,221.68	60,400.00	21,465.19	38,934.81	36
001-519-30-4150	ADVERTISING/RECRUITING	9,023.88	8,500.00	2,253.46	6,246.54	27

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001-519-30-4200	POSTAGE/TRANSPORTATION FEES	158.23	500.00	114.19	385.81	23
001-519-30-4300	UTILITIES EXPENSE	1,596.65	2,300.00	539.55	1,760.45	23
001-519-30-4600	REPAIR & MAINTENANCE	5,487.30	5,500.00	2,693.15	2,806.85	49
001-519-30-4800	EMPLOYEE PROGRAMS	12,661.68	18,740.00	10,941.73	7,798.27	58
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	547.64	952.36	37
001-519-30-5200	OPERATING SUPPLIES	2,759.59	4,950.00	869.81	4,080.19	18
001-519-30-5250	FUEL EXPENSE	262.89	600.00	135.48	464.52	23
001-519-30-5400	SUBSCRIPTIONS/DUES	1,679.68	2,060.00	1,634.00	426.00	79
001-519-30-5500	TRAINING	3,676.73	5,330.00	3,372.00	1,958.00	63
001-519-30-5501	STAFF TRAINING PROGRAMS	1,233.93	6,650.00	526.30	6,123.70	8
519 HUMAN RESOURCE DEPARTMENT:		355,282.11	448,269.00	207,971.24	240,297.76	46
001-521-00-0000	POLICE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-521-10-1200	SALARIES	3,006,269.68	4,992,735.00	1,846,754.30	3,145,980.70	37
001-521-10-1220	UNIFORM ALLOWANCE	16,530.00	21,565.00	8,720.00	12,845.00	40
001-521-10-1250	ON CALL	11,550.00	13,000.00	6,875.00	6,125.00	53
001-521-10-1260	SHIFT DIFFERENTIAL	14,784.74	20,100.00	8,809.74	11,290.26	44
001-521-10-1300	OVERTIME	147,305.59	160,000.00	81,327.25	78,672.75	51
001-521-10-1500	SICK LEAVE	68,753.71	0.00	58,887.06	58,887.06-	0
001-521-10-1600	VACATION PAY	134,587.42	0.00	73,545.13	73,545.13-	0
001-521-10-1700	INCENTIVE PAY	26,280.00	56,000.00	13,960.00	42,040.00	25
001-521-10-1800	HOLIDAY PAY	111,346.00	0.00	87,570.96	87,570.96-	0
001-521-10-1820	HOLIDAY PREMIUM	100,436.45	100,000.00	158,500.39	58,500.39-	158
001-521-10-2100	FICA EXPENSE	278,422.76	378,514.00	179,844.29	198,669.71	48
001-521-10-2200	RETIREMENT	1,110,463.49	1,563,616.00	707,692.93	855,923.07	45
001-521-10-2210	BENEFIT ADMIN FEES	531.00	0.00	468.00	468.00-	0

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001-521-10-2300	LIFE & HEALTH INSURANCE	467,259.60	756,000.00	275,727.38	480,272.62	36
001-521-10-2600	WORKERS COMPENSATION INSURANCE	113,444.82	120,000.00	84,583.96	35,416.04	70
001-521-30-3100	PROFESSIONAL SERVICES	48,179.45	52,000.00	12,239.37	39,760.63	24
001-521-30-3400	OTHER CONTRACTUAL SERVICES	39,271.02	92,000.00	20,756.75	71,243.25	23
001-521-30-3450	CLOTHING AND UNIFORMS	18,236.27	25,000.00	4,477.05	20,522.95	18
001-521-30-3500	INVESTIGATIONS	9,528.29	17,000.00	6,274.10	10,725.90	37
001-521-30-4000	TRAVEL & PER DIEM	13,720.41	15,000.00	4,363.14	10,636.86	29
001-521-30-4100	TELEPHONE EXPENSE	68,555.66	107,000.00	35,407.73	71,592.27	33
001-521-30-4110	IT LICENSING / EQUIPMENT	258,989.36	253,830.00	57,431.69	196,398.31	23
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	512.68	2,000.00	161.34	1,838.66	8
001-521-30-4300	UTILITIES EXPENSE	60,415.67	65,000.00	25,034.28	39,965.72	39
001-521-30-4400	RENTAL & LEASING	1,452.57	5,000.00	1,093.13	3,906.87	22
001-521-30-4600	REPAIR & MAINTENANCE	70,695.80	90,000.00	24,705.29	65,294.71	27
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	1,269.71	9,730.29	12
001-521-30-5100	OFFICE SUPPLIES	2,172.11	5,000.00	1,073.83	3,926.17	21
001-521-30-5200	OPERATING SUPPLIES	51,989.82	85,000.00	44,645.56	40,354.44	53
001-521-30-5250	FUEL EXPENSE	154,018.57	200,000.00	65,413.97	134,586.03	33
001-521-30-5400	SUBSCRIPTIONS/DUES	1,678.55	4,500.00	3,731.63	768.37	83
001-521-30-5500	TRAINING	14,045.20	40,000.00	16,889.55	23,110.45	42
001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	530,245.09	466,400.00	122,919.12	343,480.88	26
	521 POLICE DEPARTMENT:	6,954,039.99	9,721,260.00	4,041,153.63	5,680,106.37	42
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	0.00	0.00	0.00	0.00	0
001-541-10-1200	SALARIES	1,282,196.57	1,593,584.00	699,243.29	894,340.71	44
001-541-10-1250	ON CALL	6,400.00	6,500.00	3,500.00	3,000.00	54
001-541-10-1300	OVERTIME	22,268.31	12,000.00	12,169.82	169.82-	101

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001-541-10-1500	SICK LEAVE	52,339.30	0.00	34,979.71	34,979.71 -	0
001-541-10-1600	VACATION PAY	77,708.85	0.00	36,796.05	36,796.05 -	0
001-541-10-1800	HOLIDAY PAY	48,153.59	0.00	34,715.80	34,715.80 -	0
001-541-10-1820	HOLIDAY PREMIUM	2,243.29	0.00	48,123.53	48,123.53 -	0
001-541-10-2100	FICA EXPENSE	114,024.95	123,526.00	66,298.89	57,227.11	54
001-541-10-2200	RETIREMENT	236,602.74	247,428.00	137,712.68	109,715.32	56
001-541-10-2210	BENEFIT ADMIN FEES	40.50	0.00	67.50	67.50 -	0
001-541-10-2300	LIFE & HEALTH INSURANCE	218,840.33	280,800.00	126,817.01	153,982.99	45
001-541-10-2600	WORKERS COMPENSATION INSURANCE	37,814.94	40,000.00	28,194.67	11,805.33	70
001-541-30-3100	PROFESSIONAL SERVICES	201,498.54	393,321.23	97,335.53	295,985.70	25
001-541-30-3400	OTHER CONTRACTUAL SERVICES	947,306.39	368,100.00	160,536.10	207,563.90	44
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	397,332.85	450,800.00	136,224.44	314,575.56	30
001-541-30-3450	CLOTHING AND UNIFORMS	8,463.51	8,000.00	3,124.14	4,875.86	39
001-541-30-4000	TRAVEL & PER DIEM	549.26	2,500.00	0.00	2,500.00	0
001-541-30-4100	TELEPHONE EXPENSE	25,622.35	24,600.00	11,489.61	13,110.39	47
001-541-30-4110	IT LICENSING / EQUIPMENT	58,906.96	92,430.00	36,245.89	56,184.11	39
001-541-30-4200	POSTAGE/TRANSPORTATION FEES	67.09	150.00	8.00	142.00	5
001-541-30-4300	UTILITIES EXPENSE	30,672.03	26,200.00	12,495.03	13,704.97	48
001-541-30-4350	VILLAGES STREET LIGHTING	609,549.02	1,332,400.00	721,543.01	610,856.99	54
001-541-30-4400	RENTAL & LEASING	24,472.05	7,580.00	15,000.92	7,420.92 -	198
001-541-30-4600	REPAIR & MAINTENANCE	54,591.59	51,500.00	40,890.29	10,609.71	79
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	5,656.09	20,000.00	1,641.63	18,358.37	8
001-541-30-4603	PAVEMENT PRESERVATION/REHABILITATION	435,942.74	1,501,709.06	551,192.47	950,516.59	37
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	1,184.69	4,815.31	20
001-541-30-4960	BOOT ALLOWANCE	3,181.87	4,030.00	2,216.48	1,813.52	55
001-541-30-5100	OFFICE SUPPLIES	2,044.76	3,000.00	962.48	2,037.52	32

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001-541-30-5200	OPERATING SUPPLIES	72,811.12	70,000.00	39,449.20	30,550.80	56
001-541-30-5250	FUEL EXPENSE	29,354.78	35,000.00	13,483.54	21,516.46	39
001-541-30-5400	SUBSCRIPTIONS/DUES	6,866.51	11,350.00	2,997.28	8,352.72	26
001-541-30-5500	TRAINING	12,335.76	31,100.00	5,967.76	25,132.24	19
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	67,369.44	6,130.56	92
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.		5,435,095.81	6,820,108.29	3,149,976.88	3,670,131.41	46
001-549-00-0000	FLEET MAINTENANCE DEPT:	0.00	0.00	0.00	0.00	0
001-549-10-1200	SALARIES	238,915.58	297,335.00	140,564.72	156,770.28	47
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	591.11	591.11-	0
001-549-10-1600	VACATION PAY	18,481.69	0.00	12,238.78	12,238.78-	0
001-549-10-1800	HOLIDAY PAY	9,390.89	0.00	6,582.99	6,582.99-	0
001-549-10-2100	FICA EXPENSE	21,082.21	23,048.00	12,238.33	10,809.67	53
001-549-10-2200	RETIREMENT	37,440.18	40,530.00	21,804.87	18,725.13	54
001-549-10-2210	BENEFIT ADMIN FEES	108.00	0.00	31.50	31.50-	0
001-549-10-2300	LIFE & HEALTH INSURANCE	45,166.45	54,000.00	26,433.53	27,566.47	49
001-549-10-2600	WORKERS COMPENSATION INSURANCE	12,403.31	15,000.00	10,572.99	4,427.01	70
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	2,688.48	7,511.52	26
001-549-30-3450	CLOTHING AND UNIFORMS	2,665.16	3,500.00	1,048.07	2,451.93	30
001-549-30-4000	TRAVEL & PER DIEM	0.00	100.00	0.00	100.00	0

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001-549-30-4100	TELEPHONE EXPENSE	1,948.97	3,500.00	1,117.33	2,382.67	32
001-549-30-4110	IT LICENSING / EQUIPMENT	23,006.69	52,580.00	16,316.95	36,263.05	31
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	24.20	100.00	0.00	100.00	0
001-549-30-4300	UTILITIES EXPENSE	4,372.77	7,000.00	2,006.13	4,993.87	29
001-549-30-4400	RENTAL & LEASING	1,590.38	2,500.00	1,469.95	1,030.05	59
001-549-30-4600	REPAIR & MAINTENANCE	4,486.40	5,000.00	442.76	4,557.24	9
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	152.99	1,347.01	10
001-549-30-5200	OPERATING SUPPLIES	36,521.67	80,000.00	36,070.88	43,929.12	45
001-549-30-5250	FUEL EXPENSE	3,375.55	4,000.00	1,467.51	2,532.49	37
001-549-30-5400	SUBSCRIPTIONS/DUES	314.00	800.00	248.00	552.00	31
001-549-30-5500	TRAINING	575.00	2,500.00	1,050.00	1,450.00	42
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	28,196.44	0.00	0.00	0.00	0
549 FLEET MAINTENANCE DEPT:		507,032.92	605,993.00	295,312.87	310,680.13	49
001-572-00-0000	PARKS & RECREATION:	0.00	0.00	0.00	0.00	0
001-572-10-1200	SALARIES	662,626.42	1,056,402.00	392,120.95	664,281.05	37
001-572-10-1250	ON CALL	5,900.00	6,500.00	3,500.00	3,000.00	54
001-572-10-1300	OVERTIME	11,799.47	2,000.00	7,858.54	5,858.54-	393
001-572-10-1500	SICK LEAVE	14,672.97	0.00	9,594.64	9,594.64-	0
001-572-10-1600	VACATION PAY	33,372.18	0.00	17,268.75	17,268.75-	0
001-572-10-1800	HOLIDAY PAY	23,382.46	0.00	19,107.43	19,107.43-	0
001-572-10-1820	HOLIDAY PREMIUM	3,552.27	0.00	0.00	0.00	0
001-572-10-2100	FICA EXPENSE	58,247.79	76,642.00	34,383.14	42,258.86	45
001-572-10-2200	RETIREMENT	100,839.03	171,109.00	61,260.06	109,848.94	36
001-572-10-2210	BENEFIT ADMIN FEES	18.00	0.00	63.00	63.00-	0

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001-572-10-2300	LIFE & HEALTH INSURANCE	135,894.81	216,000.00	84,479.14	131,520.86	39
001-572-10-2600	WORKERS COMPENSATION INSURANCE	9,831.92	13,000.00	9,163.24	3,836.76	70
001-572-30-3100	PROFESSIONAL SERVICES	7,134.60	14,000.00	2,615.89	11,384.11	19
001-572-30-3400	OTHER CONTRACTUAL SERVICES	172,400.28	204,900.00	98,605.03	106,294.97	48
001-572-30-3450	CLOTHING AND UNIFORMS	7,495.37	10,150.00	3,398.87	6,751.13	33
001-572-30-4000	TRAVEL & PER DIEM	580.34	4,550.00	36.34	4,513.66	1
001-572-30-4100	TELEPHONE EXPENSE	30,076.33	28,500.00	15,897.35	12,602.65	56
001-572-30-4110	IT LICENSING / EQUIPMENT	43,658.29	44,000.00	22,206.30	21,793.70	50
001-572-30-4150	ADVERTISING AND PROMOTIONS	24,109.30	25,000.00	14,279.82	10,720.18	57
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	11.25	150.00	9.38	140.62	6
001-572-30-4300	UTILITIES EXPENSE	39,366.62	40,000.00	15,614.95	24,385.05	39
001-572-30-4400	RENTAL & LEASING	8,242.82	6,900.00	2,855.82	4,044.18	41
001-572-30-4600	REPAIR & MAINTENANCE	68,872.93	100,750.00	25,736.78	75,013.22	26
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	26,032.18	38,000.00	1,568.26	36,431.74	4
001-572-30-4610	BAKER HOUSE MAINTENANCE	1,803.37	10,000.00	148.43	9,851.57	1
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	2,379.63	5,300.00	1,479.18	3,820.82	28
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	7,886.54	12,000.00	6,637.54	5,362.46	55
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	136,448.14	170,000.00	96,382.68	73,617.32	57
001-572-30-4915	ATHLETIC LEAGUES & ACTIVITIES	104,460.49	109,400.00	78,164.46	31,235.54	71
001-572-30-4920	YOUTH CAMPS & PROGRAMS	20,292.81	52,500.00	4,436.94	48,063.06	8
001-572-30-4960	BOOT ALLOWANCE	1,224.04	2,450.00	906.37	1,543.63	37
001-572-30-5100	OFFICE SUPPLIES	2,908.67	4,500.00	1,327.44	3,172.56	30
001-572-30-5200	OPERATING SUPPLIES	74,262.12	88,500.00	42,889.67	45,610.33	48
001-572-30-5250	FUEL EXPENSE	23,953.89	25,000.00	7,398.63	17,601.37	30
001-572-30-5280	LANDSCAPING	12,730.17	62,000.00	17,747.17	44,252.83	29
001-572-30-5400	SUBSCRIPTIONS/DUES	867.83	3,210.00	975.00	2,235.00	30

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001-572-30-5500	TRAINING	7,536.23	8,500.00	3,076.80	5,423.20	36
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
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	105,095.10	132,100.00	121,352.04	10,747.96	92
	572 PARKS & RECREATION:	2,008,650.58	2,749,013.00	1,224,715.99	1,524,297.01	45
001-575-00-0000	COMMUNITY CENTER:	0.00	0.00	0.00	0.00	0
001-575-10-1200	SALARIES	75,050.33	129,843.00	49,727.87	80,115.13	38
001-575-10-1300	OVERTIME	225.00	0.00	0.00	0.00	0
001-575-10-1500	SICK LEAVE	0.00	0.00	171.00	171.00-	0
001-575-10-1600	VACATION PAY	0.00	0.00	299.66	299.66-	0
001-575-10-1800	HOLIDAY PAY	197.00	0.00	820.44	820.44-	0
001-575-10-1820	HOLIDAY PREMIUM	0.00	0.00	45.48	45.48-	0
001-575-10-2100	FICA EXPENSE	5,774.00	10,070.00	3,906.42	6,163.58	39
001-575-10-2200	RETIREMENT	9,241.71	17,700.00	6,020.45	11,679.55	34
001-575-10-2300	LIFE & HEALTH INSURANCE	9.50	0.00	57.00	57.00-	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	11,036.78	3,963.22	74
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	540.00	6,140.00	8
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	22,560.97	22,439.03	50
001-575-30-4400	RENTAL & LEASING	2,210.33	4,500.00	869.97	3,630.03	19
001-575-30-4600	REPAIR & MAINTENANCE	49,583.59	50,000.00	12,201.68	37,798.32	24
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	13,050.77	6,949.23	65
001-575-30-5400	SUBSCRIPTIONS/DUES	100.00	100.00	0.00	100.00	0

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001-575-60-6200	CAP. IMPROVEMENT-BUILDINGS	43,000.03	56,900.70	57,263.81	363.11-	101
	575 COMMUNITY CENTER:	282,324.99	361,143.70	178,572.30	182,571.40	49
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	0.00	3,917,539.51	0.00	3,917,539.51	0
001-581-00-1040	TRANSFER TO EXPANDED CRA	215,690.00	231,880.00	0.00	231,880.00	0
001-581-00-4020	TRANSFER TO UTILITY CAP PROJECTS FUND	3,000,000.00	6,000,000.00	0.00	6,000,000.00	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	16,231,880.00	0.00	16,231,880.00	0
	GENERAL FUND Expenditure Totals	40,014,816.99	47,367,960.00	12,130,695.11	35,237,264.89	26

001 GENERAL FUND	Prior	YTD
Revenues:	35,940,324.82	28,466,943.96
Expenditures:	40,014,816.99	12,130,695.11
Net Income:	4,074,492.17-	16,336,248.85

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
101-361-1350	INTEREST EARNED	255.76	200.00	102.58	97.42-	51
101-366-1350	CONTRIBUTIONS/DUES	1,310.00	2,000.00	1,205.00	795.00-	60
101-366-1360	GRAVE OPENING PERMITS	750.00	600.00	750.00	150.00	125
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	2,057.58	64,742.42-	3

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	7.53	192.47	4
101-569-30-5200	OPERATING SUPPLIES	0.00	100.00	0.00	100.00	0
569 GREENWOOD CEMETERY:		0.00	800.00	7.53	792.47	1
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	7.53	66,792.47	0

101 CEMETERY FUND	Prior	YTD
Revenues:	2,315.76	2,057.58
Expenditures:	0.00	7.53
Net Income:	2,315.76	2,050.05

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
104-361-0000	INTEREST	17,309.79	5,000.00	10,410.43	5,410.43	208
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	10,410.43	2,595,969.57 -	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	23,095.63	50,797.37	31
104-550-10-1500	SICK LEAVE	773.95	0.00	1,916.74	1,916.74-	0
104-550-10-1600	VACATION PAY	4,837.72	0.00	3,543.91	3,543.91-	0
104-550-10-1800	HOLIDAY PAY	1,831.18	0.00	1,279.00	1,279.00-	0
104-550-10-2100	FICA EXPENSE	4,048.66	5,659.00	2,282.37	3,376.63	40
104-550-10-2200	RETIREMENT	18,269.18	25,510.00	10,299.12	15,210.88	40
104-550-10-2300	LIFE & HEALTH INSURANCE	3,784.56	3,888.00	2,184.40	1,703.60	56
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	2,180.00	37,820.00	5
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	46,781.17	629,618.83	7
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	46,781.17	2,559,598.83	2

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104 COMMUNITY REDEVELOPMENT	Prior	YTD
Revenues:	628,694.79	10,410.43
Expenditures:	91,771.18	46,781.17
Net Income:	536,923.61	36,370.74-

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
105-361-0000	INTEREST	13.58	100.00	0.67	99.33-	1
105-369-0058	DONATIONS	27,072.00	15,000.00	20,700.00	5,700.00	138
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	20,700.67	71,199.33-	22

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	13.47	886.53	2
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	13.47	91,886.53	0

105 BAKER HOUSE	Prior	YTD
Revenues:	27,085.58	20,700.67
Expenditures:	79.09	13.47
Net Income:	27,006.49	20,687.20

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
107-341-3004	RECREATION IMPACT FEES	301,196.34	300,000.00	141,458.22	158,541.78-	47
107-361-0000	INTEREST	10,584.59	2,000.00	5,851.80	3,851.80	293
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	147,310.02	1,127,189.98-	11

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
107-572-00-0000	RECREATION IMPACT FEES:	0.00	0.00	0.00	0.00	0
107-580-90-9903	CONTINGENCY - P&R IMPACT FEES	0.00	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	<u>Prior</u>	<u>YTD</u>
Revenues:	311,780.93	147,310.02
Expenditures:	0.00	0.00
Net Income:	311,780.93	147,310.02

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
108-341-3001	LAW ENFORCEMENT IMPACT FEES	1,064,545.58	1,240,000.00	564,578.01	675,421.99-	46
108-361-0000	INTEREST	207.47	0.00	90.22	90.22	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		1,064,753.05	3,165,300.00	564,668.23	2,600,631.77-	17

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	168.13	168.13-	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	168.13	812,631.87	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	168.13	3,165,131.87	0

108 LAW ENFORCEMENT IMPACT FEES	Prior	YTD
Revenues:	1,064,753.05	564,668.23
Expenditures:	1,034,678.76	168.13
Net Income:	30,074.29	564,500.10

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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	78,257.87	68,257.87	783
301-361-4000	GAIN OR LOSS ON INVESTMENT	190,677.32	0.00	0.00	0.00	0
301-382-0010	TRANSFER FROM GENERAL FUND	15,700,000.00	10,000,000.00	0.00	10,000,000.00-	0
301-388-1000	SALE OF GENERAL CAPITAL ASSETS	0.00	0.00	295,050.00	295,050.00	0
301-389-5000	NON-OPERATIONAL CASH FORWARD-CAP.IM	0.00	14,598,500.00	0.00	14,598,500.00-	0
CAPITAL IMPROVEMENT FUND Revenue Total		16,065,043.90	25,933,500.00	373,307.87	25,560,192.13-	1

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	11,387.58	313,612.42	4
301-516-60-6304	TRAILWINDS FOUNTAIN	559.82	0.00	0.00	0.00	0
516 Total		855,907.58	325,000.00	11,387.58	313,612.42	4

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	514,420.00	195,813.14	318,606.86	38
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	377,429.51	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	36,220.00	949,650.00	5,365.96	944,284.04	1

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
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	615,367.00	47,263.00	568,104.00	8
301-541-60-6307	JACKSON ST IMPROVEMENTS	45,389.72	1,545,500.00	360,512.16	1,184,987.84	23
301-541-60-6308	HUEY ST IMPROVEMENTS	1,088,856.37	1,577,505.55	1,098,106.58	479,398.97	70
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	333,652.59	251,018.16	82,634.43	75
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		10,028,236.17	5,636,095.14	1,958,079.00	3,678,016.14	35
301-572-60-6205	RECREATION CENTER AT MLK PARK	156,456.00	224,705.60	1,884.50	222,821.10	1
301-572-60-6302	MILLENNIUM PARK IMPROVEMENTS	227,417.90	13,244,797.00	401,029.31	12,843,767.69	3
301-572-60-6304	LAKE DEATON PIER IMPROVEMENTS	419,016.12	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		815,478.02	14,019,502.60	402,913.81	13,616,588.79	3
301-575-60-6201	COMMUNITY CENTER HVAC UPGRADES	66,745.05	804,000.00	6,450.14	797,549.86	1
301-575-60-6202	COMMUNITY CENTER RENOVATIONS	0.00	100,000.00	5,793.03	94,206.97	6
575 Total		66,745.05	904,000.00	12,243.17	891,756.83	1
301-580-90-9901	CONTINGENCY-CAP.IMPROVEMENT FUND	0.00	48,902.26	0.00	48,902.26	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		16,788,121.60	25,933,500.00	2,384,623.56	23,548,876.44	9
301 CAPITAL IMPROVEMENT FUND		Prior	YTD			

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Revenues:	16,065,043.90	373,307.87
Expenditures:	16,788,121.60	2,384,623.56
Net Income:	723,077.70-	2,011,315.69-

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
401-343-3100	WATER SALES-OPERATING INCOME	4,153,883.86	4,859,723.00	2,490,315.33	2,369,407.67 -	51
401-343-3500	WATER- METER INSTALLATIONS	233,501.32	263,000.00	97,479.17	165,520.83 -	37
401-343-3510	WATER- OTHER (ON/OFF FEES)	35,325.00	30,000.00	23,410.00	6,590.00 -	78
401-343-3520	WATER INCOME-OTHER	20,439.57	10,000.00	14,289.36	4,289.36	143
401-343-3521	RETURN CHECK BILLINGS	15.00	0.00	15.00	15.00	0
401-343-3550	WATER UTILITY TAX	0.00	0.00	13,356.80	13,356.80	0
401-343-5100	SEWER OPERATING INCOME-BILLINGS	6,906,353.18	9,614,212.00	4,495,256.11	5,118,955.89 -	47
401-343-5510	SEWER OTHER MISC	0.00	12,000.00	400.80	11,599.20 -	3
401-343-5511	LAND LEASE-TURTLE MOUNT(TOWER)	14,180.34	15,000.00	9,257.50	5,742.50 -	62
401-343-5520	TSS/COD WASTEWATER FEES	906,498.38	1,000,000.00	463,975.01	536,024.99 -	46
401-343-6100	REUSE WATER OPERATIONS	125,915.18	130,295.00	905.15 -	131,200.15 -	1 -
401-361-0000	INTEREST EARNINGS	93,479.16	25,000.00	34,289.26	9,289.26	137
401-361-1000	INTEREST INCOME - LEASE	6,529.92	0.00	0.00	0.00	0
401-369-0000	OTHER MISCELLANEOUS REVENUE	8,200.00	0.00	0.00	0.00	0
401-380-1000	OTHR FINANCING SOURCE-INSURANCE PRO	26,318.44	0.00	0.00	0.00	0
401-381-1007	TRANSFER FROM 2013 DEBT REFI CONST FL	854,220.00	0.00	0.00	0.00	0
401-381-1011	TRANSFER FROM WATER SDC FUND	537,114.58	0.00	0.00	0.00	0
401-381-1014	TRANSFER FROM SEWER SDC FUND	2,362,221.40	0.00	0.00	0.00	0
401-389-5000	Non-Operational-Cash Forward- W/S	0.00	10,110,000.00	0.00	10,110,000.00 -	0
401-393-0000	CANCEL PRIOR YEAR EXPENSE	107.02	0.00	4,137.50	4,137.50	0
UTILITY FUND Revenue Totals		16,284,302.35	26,069,230.00	7,645,276.69	18,423,953.31 -	29

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	153,014.39	194,926.00	88,702.48	106,223.52	46
401-530-10-1500	SICK LEAVE	9,675.56	0.00	4,204.93	4,204.93 -	0

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-530-10-1600	VACATION PAY	11,520.36	0.00	5,633.78	5,633.78-	0
401-530-10-1800	HOLIDAY PAY	6,282.02	0.00	4,418.24	4,418.24-	0
401-530-10-2100	FICA EXPENSE	13,775.56	15,111.00	7,851.44	7,259.56	52
401-530-10-2200	RETIREMENT	24,522.79	26,570.00	14,033.26	12,536.74	53
401-530-10-2210	BENEFIT ADMIN FEES	27.00	0.00	27.00	27.00-	0
401-530-10-2300	LIFE & HEALTH INSURANCE	35,371.45	43,200.00	21,784.79	21,415.21	50
401-530-10-2600	WORKERS COMPENSATION INSURANCE	1,512.62	1,600.00	1,127.81	472.19	70
401-530-30-3100	PROFESSIONAL SERVICES	1,205.00	3,000.00	0.00	3,000.00	0
401-530-30-3200	ACCOUNTING & AUDITING FEES	22,500.00	35,000.00	28,012.50	6,987.50	80
401-530-30-3400	OTHER CONTRACTUAL SERVICES	31,354.14	35,750.00	17,418.04	18,331.96	49
401-530-30-4000	TRAVEL & PER DIEM	0.00	500.00	0.00	500.00	0
401-530-30-4100	TELEPHONE EXPENSE	5,094.77	5,400.00	2,665.61	2,734.39	49
401-530-30-4110	IT LICENSING / EQUIPMENT	35,983.74	45,520.00	27,270.97	18,249.03	60
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	31,457.27	32,800.00	10,908.24	21,891.76	33
401-530-30-4300	UTILITIES EXPENSE	17,689.80	20,000.00	5,814.82	14,185.18	29
401-530-30-4400	RENTAL & LEASING	3,806.53	3,750.00	774.61	2,975.39	21
401-530-30-4500	GENERAL INSURANCE	316,165.89	450,000.00	363,218.00	86,782.00	81
401-530-30-4600	REPAIR & MAINTENANCE	23,424.12	31,950.00	5,622.12	26,327.88	18
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	18,373.19	16,200.00	7,800.19	8,399.81	48
401-530-30-5100	OFFICE SUPPLIES	527.17	1,000.00	139.70	860.30	14
401-530-30-5200	OPERATING SUPPLIES	5,465.63	5,500.00	3,005.97	2,494.03	55
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	380.00	1,620.00	19
530 PHYSICAL ENVIRONMENT/ADMIN:		769,918.86	970,277.00	620,814.50	349,462.50	64
401-533-00-0000	WATER DEPARTMENT:	0.00	0.00	0.00	0.00	0
401-533-10-1200	SALARIES	773,366.29	1,255,075.00	448,367.27	806,707.73	36

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-533-10-1250	ON CALL	12,800.00	14,000.00	6,500.00	7,500.00	46
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	11,706.37	3,293.63	78
401-533-10-1500	SICK LEAVE	26,918.54	0.00	18,350.13	18,350.13-	0
401-533-10-1600	VACATION PAY	37,247.11	0.00	16,936.60	16,936.60-	0
401-533-10-1700	INCENTIVE PAY	1,250.00	0.00	1,400.00	1,400.00-	0
401-533-10-1800	HOLIDAY PAY	28,383.61	0.00	20,161.28	20,161.28-	0
401-533-10-1820	HOLIDAY PREMIUM	1,876.87	5,000.00	10,975.62	5,975.62-	220
401-533-10-2100	FICA EXPENSE	68,973.85	94,382.00	41,338.14	53,043.86	44
401-533-10-2200	RETIREMENT	121,823.02	186,626.00	72,837.01	113,788.99	39
401-533-10-2210	BENEFIT ADMIN FEES	94.50	0.00	45.00	45.00-	0
401-533-10-2300	LIFE & HEALTH INSURANCE	148,013.42	244,070.00	84,271.78	159,798.22	35
401-533-10-2600	WORKERS COMPENSATION INSURANCE	24,201.51	25,500.00	17,974.08	7,525.92	70
401-533-30-3100	PROFESSIONAL SERVICES	132,674.52	193,675.66	32,893.73	160,781.93	17
401-533-30-3400	OTHER CONTRACTUAL SERVICES	215,610.16	304,516.00	68,881.93	235,634.07	23
401-533-30-3450	CLOTHING AND UNIFORMS	8,125.98	11,000.00	4,025.57	6,974.43	37
401-533-30-4000	TRAVEL & PER DIEM	4,225.57	8,000.00	1,715.88	6,284.12	21
401-533-30-4100	TELEPHONE EXPENSE	35,834.80	30,000.00	17,224.55	12,775.45	57
401-533-30-4110	IT LICENSING / EQUIPMENT	46,137.96	57,110.00	18,072.52	39,037.48	32
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	975.18	3,500.00	66.06	3,433.94	2
401-533-30-4300	UTILITIES EXPENSE	180,007.68	150,000.00	79,885.96	70,114.04	53
401-533-30-4400	RENTAL & LEASING	3,226.26	9,000.00	1,409.75	7,590.25	16
401-533-30-4600	REPAIR & MAINTENANCE	146,646.39	160,000.00	90,574.26	69,425.74	57
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	4,030.00	6,000.00	102.50	5,897.50	2
401-533-30-4960	BOOT ALLOWANCE	2,671.27	3,850.00	1,095.94	2,754.06	28
401-533-30-5100	OFFICE SUPPLIES	3,794.37	6,500.00	616.67	5,883.33	9
401-533-30-5200	OPERATING SUPPLIES	162,974.79	231,000.00	35,877.95	195,122.05	16

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401-533-30-5220	WATER METERS	9,455.12-	449,853.19	127,182.42	322,670.77	28
401-533-30-5250	FUEL EXPENSE	45,671.38	45,000.00	18,166.74	26,833.26	40
401-533-30-5260	CHEMICALS	398,028.60	350,000.00	263,168.72	86,831.28	75
401-533-30-5270	LABORATORY SAMPLES	47,076.00	45,000.00	10,291.00	34,709.00	23
401-533-30-5400	SUBSCRIPTIONS/DUES	7,231.64	9,000.00	1,054.55	7,945.45	12
401-533-30-5500	TRAINING	8,512.18	7,600.00	4,788.85	2,811.15	63
401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	11,573.85	853,000.00	48,344.55	804,655.45	6
401-533-60-6301	METER CHANGE OUT PROGRAM	115,407.65	220,000.00	51,050.00	168,950.00	23
401-533-60-6350	LOOP/UPGRADE WATER MAINS	222,690.90	1,021,554.60	36,872.04	984,682.56	4
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	342,112.00	205,092.00	137,020.00	60
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	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:		3,056,801.71	10,883,734.45	1,890,915.83	8,992,818.62	17
401-535-00-0000	WASTEWATER DEPARTMENT:	0.00	0.00	0.00	0.00	0
401-535-10-1200	SALARIES	1,114,543.54	1,784,364.00	772,717.52	1,011,646.48	43
401-535-10-1250	ON CALL	18,700.00	19,500.00	10,250.00	9,250.00	53
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	28,851.59	9,351.59-	148
401-535-10-1500	SICK LEAVE	47,850.49	0.00	29,259.40	29,259.40-	0
401-535-10-1600	VACATION PAY	60,148.99	0.00	30,006.49	30,006.49-	0
401-535-10-1700	INCENTIVE PAY	1,900.00	0.00	2,900.00	2,900.00-	0
401-535-10-1800	HOLIDAY PAY	37,977.19	0.00	33,990.23	33,990.23-	0
401-535-10-1820	HOLIDAY PREMIUM	9,174.30	12,000.00	32,826.76	20,826.76-	274
401-535-10-2100	FICA EXPENSE	101,798.45	130,601.00	71,946.87	58,654.13	55
401-535-10-2200	RETIREMENT	184,571.41	282,391.00	128,354.19	154,036.81	45

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-535-10-2210	BENEFIT ADMIN FEES	310.50	0.00	306.00	306.00-	0
401-535-10-2300	LIFE & HEALTH INSURANCE	190,157.83	320,740.00	133,112.05	187,627.95	42
401-535-10-2500	UNEMPLOYMENT COMPENSATION	0.00	0.00	782.88	782.88-	0
401-535-10-2600	WORKERS COMPENSATION INSURANCE	48,403.12	50,800.00	35,807.19	14,992.81	70
401-535-30-3100	PROFESSIONAL SERVICES	153,804.49	190,000.00	22,824.22	167,175.78	12
401-535-30-3400	OTHER CONTRACTUAL SERVICES	217,229.14	992,000.00	251,854.42	740,145.58	25
401-535-30-3450	CLOTHING AND UNIFORMS	9,168.63	14,000.00	4,995.33	9,004.67	36
401-535-30-4000	TRAVEL & PER DIEM	6,841.37	8,000.00	6,033.75	1,966.25	75
401-535-30-4100	TELEPHONE EXPENSE	24,270.19	23,000.00	14,678.52	8,321.48	64
401-535-30-4110	IT LICENSING / EQUIPMENT	40,258.57	55,250.00	17,882.88	37,367.12	32
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	2,613.94	3,000.00	525.14	2,474.86	18
401-535-30-4300	UTILITIES EXPENSE	517,849.79	450,000.00	205,286.91	244,713.09	46
401-535-30-4400	RENTAL & LEASING	33,742.50	75,000.00	20,910.59	54,089.41	28
401-535-30-4600	REPAIR & MAINTENANCE	641,053.33	700,000.00	335,073.20	364,926.80	48
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	10,881.08	15,000.00	113.96	14,886.04	1
401-535-30-4940	LANDFILL DISPOSAL FEES	166,291.56	180,000.00	79,961.03	100,038.97	44
401-535-30-4960	BOOT ALLOWANCE	1,957.52	5,100.00	1,398.86	3,701.14	27
401-535-30-5100	OFFICE SUPPLIES	4,353.57	5,500.00	3,199.99	2,300.01	58
401-535-30-5200	OPERATING SUPPLIES	260,523.82	330,000.00	106,646.52	223,353.48	32
401-535-30-5250	FUEL EXPENSE	71,968.39	65,000.00	52,635.36	12,364.64	81
401-535-30-5260	CHEMICALS	257,346.12	228,000.00	146,359.74	81,640.26	64
401-535-30-5270	LABORATORY SAMPLES	160,464.00	300,000.00	130,487.00	169,513.00	44
401-535-30-5400	SUBSCRIPTIONS/DUES	2,675.94	5,000.00	904.54	4,095.46	18
401-535-30-5500	TRAINING	8,923.94	10,000.00	6,703.65	3,296.35	67
401-535-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	100,000.00	17,952.19	82,047.81	18
401-535-60-6250	LIFT STATION UPGRADES	45,146.91	904,416.42	226,584.41	677,832.01	25
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	46,594.00	157,000.00	0.00	157,000.00	0

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Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
401-535-60-6310	MILLENNIUM PARK PROJECT	0.12	0.00	0.00	0.00	0
401-535-60-6330	CR 209 LS UPGRADES	0.26-	100,583.88	100,583.88	0.00	100
401-535-60-6340	GRAVITY SYSTEM RENEWAL & REPLACEMEN	0.00	230,687.50	0.00	230,687.50	0
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	48,631.33	477,064.43	453,817.80	23,246.63	95
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEME	71,295.38	645,000.00	340,054.92	304,945.08	53
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	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	0.21-	237,141.53	90,042.25	147,099.28	38
535 WASTEWATER DEPARTMENT:		4,654,358.98	9,252,839.76	3,948,622.23	5,304,217.53	43
401-580-90-0000	CONTINGENCY:	0.00	0.00	0.00	0.00	0
401-580-90-9912	CONTIN- WATER SEWER-REFUSE	0.00	4,277,838.79	0.00	4,277,838.79	0
401-582-00-0000	DEBT SERVICE:	0.00	0.00	0.00	0.00	0
401-582-30-5900	DEPRECIATION	2,768,017.00	0.00	0.00	0.00	0
401-582-30-5920	BAD DEBT EXPENSE	34,150.00	0.00	0.00	0.00	0
401-582-70-7100	SUMTER SCHOOL BOARD LEASE PURCHASE	0.00	170,000.00	170,000.00	0.00	100
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	0.00	355,210.00	176,686.32	178,523.68	50
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T)	0.00	113,380.00	113,378.97	1.03	100
401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	31,979.38	24,710.00	23,528.65	1,181.35	95
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:		2,858,230.16	684,540.00	494,572.48	189,967.52	72
UTILITY FUND Expenditure Totals		11,339,309.71	26,069,230.00	6,954,925.04	19,114,304.96	27

401 UTILITY FUND

	Prior	YTD
Revenues:	16,284,302.35	7,645,276.69

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Expenditures:	11,339,309.71	6,954,925.04
Net Income:	4,944,992.64	690,351.65

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
402-331-3101	FED GRANT - WATER QUALITY	2,565,475.94	0.00	0.00	0.00	0
402-334-3500	STATE GRANT	0.00	9,250,000.00	2,565,475.94	6,684,524.06-	28
402-361-0000	INTEREST	38,836.54	0.00	48,846.22	48,846.22	0
402-382-0010	TRANSFER FROM GENERAL FUND	3,000,000.00	6,000,000.00	0.00	6,000,000.00-	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		11,604,312.48	145,750,000.00	2,614,322.16	143,135,677.84-	1

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
402-536-60-6913	MILLENNIUM PARK PROJECT	0.00	0.00	3,000.00	3,000.00-	0
402-536-70-7353	WWTP PROJECT	0.49-	64,441,700.00	647,524.75	63,794,175.25	1
536 Total		0.49-	64,441,700.00	650,524.75	63,791,175.25	1
402-580-90-9913	CONTINGENCY - CONSTRUCTION FUND	0.00	81,308,300.00	0.00	81,308,300.00	0
402-581-90-9101	TRANSFER TO W/S REVENUE FUND	854,220.00	0.00	0.00	0.00	0
CAPITAL PROJECTS (LOAN/ Expenditure Tot		854,219.51	145,750,000.00	650,524.75	145,099,475.25	0

402 CAPITAL PROJECTS (LOAN/GRANT)

	Prior	YTD
Revenues:	11,604,312.48	2,614,322.16
Expenditures:	854,219.51	650,524.75

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Net Income:	10,750,092.97	1,963,797.41
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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
403-361-0000	INTEREST EARNINGS	265.69	240.00	71.33	168.67 -	30
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	71.33	53,768.67 -	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
403-552-30-4980	DEPRECIATION EXPENSE	6,607.00	0.00	0.00	0.00	0
552 INDUSTRIAL PARK:		6,607.00	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		16,607.00	53,840.00	0.00	53,840.00	0

403 INDUSTRIAL FUND	Prior	YTD
Revenues:	265.69	71.33
Expenditures:	16,607.00	0.00
Net Income:	16,341.31 -	71.33

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Revenue Account	Description	Prior Yr Rev	Anticipated	YTD Rev	Excess/Deficit	% Real
404-361-0000	INTEREST	18.29	0.00	3.30	3.30	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	3.30	51,096.70-	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	150.00	150.00-	0
404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	0.00	51,100.00	0.00	51,100.00	0
404-581-90-9101	TRANSFER TO W/S FUND	231,325.00	0.00	0.00	0.00	0
WATER CONNECTION FEES Expenditure Tota		231,685.76	51,100.00	150.00	50,950.00	0

404 WATER CONNECTION FEES	Prior	YTD
Revenues:	18.29	3.30
Expenditures:	231,685.76	150.00
Net Income:	231,667.47-	146.70-

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
406-361-0000	INTEREST	15.50	0.00	16.64	16.64	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	16.64	154,483.36-	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
406-535-00-0000	SEWER TAP CONNECTION FEES:	0.00	0.00	0.00	0.00	0
406-535-30-4900	MISC. EXPENSE & OTHER CURRENT	360.19	0.00	150.94	150.94-	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	150.94	154,349.06	0

406 WASTEWATER CONNECTION FEES	<u>Prior</u>	<u>YTD</u>
Revenues:	15.50	16.64
Expenditures:	360.19	150.94
Net Income:	344.69-	134.30-

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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	688,815.47	2,748,184.53-	20
408-361-0000	INTEREST EARNED	528.97	200.00	246.43	46.43	123
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	689,061.90	8,098,138.10-	7

Expenditure Account	Description	Prior Yr Expd	Budgeted	YTD Expended	Unexpended	% Expd
408-533-30-3401	DEVELOPER REIMBURSEMENTS	0.00	0.00	1,069,023.04	1,069,023.04-	0
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	389.15	0.00	163.78	163.78-	0
408-533-60-6310	OXFORD WTP PHOSPHATE INJECTION	0.00	50,000.00	0.00	50,000.00	0
408-533-70-7351	CR 501 IRON FILTRATION PLANT UPGRADES	0.50-	5,564,547.50	79,743.50	5,484,804.00	1
533 Total		388.65	5,614,547.50	1,148,930.32	4,465,617.18	20

408-580-90-9914	CONTINGENCY - WATER SDC FUND	0.00	2,916,622.50	0.00	2,916,622.50	0
408-581-90-9101	TRANSFER TO W/S FUND	537,114.58	0.00	0.00	0.00	0
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	0.00	224,930.00	112,217.11	112,712.89	50
408-582-70-7207	SRF INTEREST - OXFORD WTP	33,068.02	31,100.00	15,797.69	15,302.31	51
582 Total		33,068.02	256,030.00	128,014.80	128,015.20	50

WATER SDC FEES Expenditure Totals		570,571.25	8,787,200.00	1,276,945.12	7,510,254.88	15
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408 WATER SDC FEES	Prior	YTD
Revenues:	1,991,424.19	689,061.90
Expenditures:	570,571.25	1,276,945.12

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Net Income:	1,420,852.94	587,883.22-
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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	1,773,760.05	5,376,239.95-	25
409-361-0000	INTEREST EARNED	1,268.48	500.00	558.35	58.35	112
409-389-5013	CASH FORWARD	0.00	12,472,660.00	0.00	12,472,660.00-	0
WASTEWATER SDC FEES Revenue Totals		5,727,604.88	19,623,160.00	1,774,318.40	17,848,841.60-	9

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	162.58	337.42	33
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	0.01-	0.00	0.00	0.00	0
409-535-70-7346	WWTP FACILITY PLAN	0.11	1,666,490.95	1,536,897.14	129,593.81	92
409-535-70-7355	BRIDGE CROSSING PROJECT	0.22	0.00	0.00	0.00	0
535 Total		176,921.23	3,666,990.95	1,537,059.72	2,129,931.23	42
409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	0.00	880,539.05	0.00	880,539.05	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
409-581-90-9101	TRANSFER TO W/S REVENUE FUND	2,130,896.40	0.00	0.00	0.00	0
581 Total		3,130,896.40	15,000,000.00	0.00	15,000,000.00	0
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN F	0.00	4,540.00	2,222.86	2,317.14	49
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PR	0.00	69,830.00	34,912.47	34,917.53	50
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTR	309.57	290.00	146.93	143.07	51
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEM	1,002.05	970.00	510.25	459.75	53
582 Total		1,311.62	75,630.00	37,792.51	37,837.49	50
WASTEWATER SDC FEES Expenditure Totals		3,309,129.25	19,623,160.00	1,574,852.23	18,048,307.77	8

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409 WASTEWATER SDC FEES	Prior	YTD
Revenues:	5,727,604.88	1,774,318.40
Expenditures:	3,309,129.25	1,574,852.23
Net Income:	2,418,475.63	199,466.17

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
601-361-0000	INTEREST	137.58	100.00	55.25	44.75-	55
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	55.25	51,889.75-	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
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	<u>Prior</u>	<u>YTD</u>
Revenues:	137.58	55.25
Expenditures:	0.00	0.00
Net Income:	137.58	55.25

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING APRIL 14 2025

04/09/2025
04:01 PM

Grand Totals	Prior	YTD
Revenues:	89,648,079.79	42,308,524.43
Expenditures:	74,251,350.29	25,019,837.05
Net Income:	15,396,729.50	17,288,687.38

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
January 27, 2025 7:00 PM
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	Utilities Deputy Director	Present
Paul Ketz	IT Director	Present

Mayor Wolf called the meeting to order at 7 p.m. followed by the invocation and Pledge of Allegiance.

2. Consent Agenda/Informational Items

No items were removed from the Consent Agenda. Items A - E were approved. Motion by Commissioner Bivins, seconded by Commissioner Green, to approve the consent agenda. Motion passed unanimously.

RESULT:	Passed
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

A. Expenditure Report

B. SP 2204-004 Freedom Fellowship Church

C. SP 2408-008 Citizen's First Bank Office Building

D. Right-of-Way Deed for Intermediate Drive - Update

E. Budgeted Financial Items

1. Chemical Storage Tank Replacement for the CR 501 Water Treatment Plant in the Amount of \$35,558.00

3. Presentations and/or Proclamations

A. Proclaim February 2025 as Black History Month

Mayor Wolf read a proclamation declaring February 2025 as Black History Month in Wildwood. Motion by Commissioner Flores, seconded by Commissioner Elliott, to approve the proclamation. Motion carried unanimously.

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

B. Gene Baker - S.P.I.R.I.T. and L.O.V.E. Outreach Ministries

Representative Gene Baker was unable to attend the meeting, so the item was skipped.

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. The Villages of Southern Oaks 163 Agreement 11th Amendment for Areas A, B, and C

Mayor Wolf read the title of the item onto the record. Development Services Director Strickland presented the 11th amendment to the 163 agreement for The Villages of Southern Oaks, adding 9.75 acres to the project. This was the first of two required public hearings. Project representative, Darrin Taylor, was present and provided comments on the history of the project up to the point of the hearing. No further comments were offered or received. Motion by Commissioner Green, seconded by Commissioner Flores, to approve the 11th amendment to the 163 agreement. Motion carried unanimously.

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

C. CP 2410-003 Floeter House

Mayor Wolf read the title of Ordinance No. O2024-81. Development Services Director Strickland presented the small-scale future land use map amendment to change 0.182 acres from Rural Residential to Mobile Home Park for the Floeter House property. No comments were offered or received. Motion by Commissioner Elliott, seconded by Commissioner Bivins, to approve Ordinance 2024-81. Motion carried unanimously.

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

5. Public Hearings - Timed - Quasi-Judicial

A. RZ 2410-003 Floeter House

Mayor Wolf read the title of Ordinance No. O2024-82. Development Services Director Strickland presented the zoning map amendment to rezone 0.182 acres for the Floeter House property to allow construction of a residential unit. No comments were offered or received. Motion by Commissioner Green, seconded by Commissioner Bivins, to adopt Ordinance No. O2024-82. Motion carried unanimously.

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

B. PD 2312-001 Wildwood III Planned Development

Mayor Wolf read the title of Ordinance No. O2024-72. Development Services Director Strickland presented the planned development ordinance for the 55.73-acre Wildwood III project at the corner of CR 213 and CR 44. No comments were offered or received. Motion by Commissioner Elliott, seconded by Commissioner Green, to adopt Ordinance No. O2024-72. Motion carried unanimously.

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

C. AN 2412-001 Wieckhorst

Mayor Wolf read the title of Ordinance No. O2024-94. Development Services Director Strickland presented the voluntary annexation of the 2.5-acre Wieckhorst property to allow the construction of a single-family residence. No comments were offered or received. Motion by Commissioner Green, seconded by Commissioner Bivins, to adopt Ordinance No. O2024-94. Motion carried unanimously.

RESULT:	Passed
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

D. AN 2404-002 Johary Real Estate Services

Mayor Wolf read the title of Ordinance No. O2024-95. Development Services Director Strickland presented the voluntary annexation of 2 acres on Warm Springs Avenue for Johary Real Estate Services. No comments were offered or received. Motion by Commissioner Green, seconded by Commissioner Flores, to adopt Ordinance No. O2024-95. Motion carried unanimously.

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

6. Public Forum - 4 minute time limit

None.

7. Ordinances First Reading Only (No Vote)

A. CP 2410-002 Kylie

Mayor Wolf read the title of Ordinance No. O2024-84, an ordinance for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Rural Residential (Sumter County) to Residential Mixed Use (City) for parcel G05-258 on 4.82 acres MOL. First reading only, no vote taken.

RESULT:	FIRST READING	PUBLIC HEARING:	February 10, 2025
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B. RZ 2410-002 Kylie

Mayor Wolf read the title of Ordinance No. O2024-85, an ordinance for a Zoning Map Amendment to change the zoning district from RR5 (County) to RMU (City) for parcel G05-258 on 4.82 acres MOL. First reading only, no vote taken.

RESULT:	FIRST READING	PUBLIC HEARING:	February 10, 2025
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C. CP 2411-002 Megan Stover Storage

Mayor Wolf read the title of Ordinance No. O2024-86, an ordinance for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Commercial (City) to Central Mixed Use (City) for parcel G15D009 on 2 acres MOL. First reading only, no vote taken.

RESULT: FIRST READING	PUBLIC HEARING: February 10, 2025
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D. RZ 2411-002 Megan Stover Storage

Mayor Wolf read the title of Ordinance No. O2024-87, an ordinance for a Zoning Map Amendment to change the zoning district from C-3 (City) to CC (City) for parcel G15D009 on 2 acres MOL. First reading only, no vote taken.

RESULT: FIRST READING	PUBLIC HEARING: February 10, 2025
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E. CP 2411-001 VOSO 11th Amendment SSCP

Mayor Wolf read the title of Ordinance No. O2024-88, an ordinance for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Rural Residential (City) to Age Restricted Development Mixed Use (City) for parcel G16-005 and a portion of parcel G16-100 on 9.745 acres MOL. First reading only, no vote taken.

RESULT: FIRST READING	PUBLIC HEARING: February 10, 2025
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F. RZ 2411-001 VOSO 11th Amendment Rezoning

Mayor Wolf read the title of Ordinance No. O2024-89, an ordinance changing the zoning designation from RR5C and RPUD (County) to ARD (City) for parcel G16-005 and a portion of parcel G16-100 on 9.745 acres MOL. First reading only, no vote taken.

RESULT: FIRST READING	PUBLIC HEARING: February 10, 2025
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G. CP 2410-004 Oxford Professional Plaza

Mayor Wolf read the title of Ordinance No. O2024-92, an ordinance for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agricultural (Sumter County) to Commercial (City) for parcel D20-050 on 3.63 acres MOL. First reading only, no vote taken.

RESULT: FIRST READING	PUBLIC HEARING: February 10, 2025
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H. RZ 2410-004 Oxford Professional Plaza

Mayor Wolf read the title of Ordinance No. O2024-93, an ordinance for a Zoning Map Amendment to change the zoning district from CL (County) to C-2 (City) for parcel D20-050 on 3.63 acres MOL. First reading only, no vote taken.

RESULT: FIRST READING	PUBLIC HEARING: February 10, 2025
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I. CP 2412-002 Wieckhorst

Mayor Wolf read the title of Ordinance No. O2024-97, an ordinance for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agricultural (Sumter County) to Estate Residential (City) for parcel G29A239 on 2.5 acres MOL. First reading only, no vote taken.

RESULT: FIRST READING	PUBLIC HEARING: February 10, 2025
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J. RZ 2412-002 Wieckhorst

Mayor Wolf read the title of Ordinance No. O2024-98, an ordinance for a Zoning Map amendment to change the zoning district from RR1 (Sumter County) to ER (City) for parcel G29A239 on 2.5 acres MOL. First reading only, no vote taken.

RESULT: FIRST READING	PUBLIC HEARING: February 10, 2025
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8. Resolutions for Approval

A. IT Surplus Computers & Other Equipment January 2025

Mayor Wolf read the title of Resolution No. R2025-5. IT Director Ketz presented the resolution to declare certain IT equipment as surplus and authorize its disposal. No comments were offered or received. Motion by Commissioner Green, seconded by Commissioner Bivins, to adopt Resolution No. R2025-5. Motion carried unanimously.

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

B. Resolution in Support of Legislative Appropriation Request for the Water Reclamation Facility

Mayor Wolf read the title of Resolution No. R2025-7. City Manager McHugh presented the resolution which would authorize him to coordinate legislative appropriation requests for up to \$4 million for the water reclamation facility project. No comments were offered or received. Motion by Commissioner Green, seconded by Commissioner Elliott, to adopt Resolution No. R2025-7. Motion carried unanimously.

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

9. Financial & Contracts & Agreements

A. Huey Street Improvements Project - Payment Application 7 in the Amount of \$169,769.77

Public Works Director Hockenbury presented pay application #7 for \$169,769.77 for the Huey Street Improvements Project. No comments were offered or received. Motion by Commissioner

Flores, seconded by Commissioner Bivins, to approve pay application #7. Motion carried unanimously.

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

- B. Change Order No. 1 for Rotor and Shaft Replacement Project for the Amount of \$39,965.25
Utilities Deputy Director Martin presented change order #1 for \$39,965.25 for the rotor and shaft replacement project at the wastewater treatment plant. No comments were offered or received. Motion by Commissioner Green, seconded by Commissioner Elliott, to approve change order #1. Motion carried unanimously.

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

10. General Items for Consideration/Discussion and Other Business

- A. Request for an Additional Employee in the Public Works Department
City Manager McHugh requested approval to hire an additional inspector position in the Public Works Department to handle roadway turnovers and development inspections. No comments were offered or received. Motion by Commissioner Elliott, seconded by Commissioner Green, to approve hiring an additional Public Works employee. Motion carried unanimously.

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

11. Appointments

None.

12. City Manager Reports

City Manager McHugh provided updates on local construction projects and grant applications. He requested a workshop on February 3rd at 9:00 am to discuss the community compactor for downtown businesses and the Wildwood Country Resort community.

Commissioner Elliott commented on the grant report, stating that he believed the staff were doing a great job. He would like to see how the city compared to other cities.

A. Local Construction Projects Update

B. Grant Report

C. Set Workshop for February 3, 2025, at 9:00 a.m.

13. Other Department Reports

None.

14. Commission Members Reports

Commissioner Elliott reported on attending several recent community events and serving as a judge for student competitions. He suggested aligning city events more closely with actual holiday dates when possible.

Commissioner Green reported on attending a Martin Luther King Jr. event in Atlanta, Georgia.

Commissioner Bivins commented on the success of the recent Martin Luther King Jr. celebration in Wildwood.

Commissioner Flores reported on his appointment as treasurer of the Withlacoochee Regional Water Authority.

Mayor Wolf proposed that, rather than holding two fireworks displays per year, the city combines them into a show in July.

15. City Attorney Reports

City Attorney Hunt reported that the closing for the G3 Railyard Project was expected in the next 2–3 weeks. He also noted that the City Manager's contract was up for renewal and requested direction on addressing that at the February 3rd workshop.

16. Adjournment

With no further business to discuss, the meeting was adjourned at 7:35 p.m.

RESULT:	Passed
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

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____ BY: _____
Jessica Barnes, City Clerk Ed Wolf, Mayor

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
WORKSHOP
February 3, 2025 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
Lynzey McClellan	Assistant CFO	Present
Madison Guinn	Executive Assistant	Present

Mayor Wolf called the meeting to order at 9 a.m., dispensing with the invocation and Pledge of Allegiance to move on to the first item of business.

2. Item(s) for Discussion

A. Downtown Master Plan Trash Compactor Update

Executive Assistant Guinn presented an update on the downtown master plan sanitation compactor project. She stated that the project aimed to replace existing dumpsters and totes with a centrally located community compactor. The compactor would service businesses from Our Mother's Attic to the businesses directly next to the parking garage. Benefits included more efficient trash collection, improved aesthetics, and addressing issues with dumpsters on the CSX right-of-way. The compactor would compact trash at a 3:1 ratio compared to traditional dumpsters. Guinn stated that the compactor's proposed location was off Wonders Street, directly

next to Miz Kathi's, which was a central, convenient spot for businesses. She advised that Waste Management and the City's Engineer Kimley-Horn helped develop the plan and renderings, and that initial feedback from businesses has been positive. Commissioners asked questions about truck access, odor control, and impacts on parking. Staff clarified the compactor would be serviced twice-weekly, with options to adjust frequency if needed.

B. Wildwood Country Resort - Annexation and Request for Application Fees Waiver

City Manager McHugh presented a request from Wildwood Country Resort regarding annexation and waiving application fees. He stated that approximately 40 property owners are interested in annexing into the city. The current annexation fees are \$3,575 per applicant. He advised that staff explored options to reduce costs, including handling all annexations under one ordinance, but there were legal concerns about annexing non-contiguous properties in that manner.

Sue Stoltz from the Wildwood Country Resort provided additional context. She stated that there were 198 total parcels in the three subdivisions, and that a total of 47 applications for annexation had been received so far. She advised that more property owners were interested but were not included due to timing.

A discussion was held regarding potential approaches, including holding a referendum on annexation for the entire area. The City Manager was directed to explore options and bring back recommendations at a future meeting.

C. City Manager Contract Renewal

City Attorney Hunt brought forward the renewal of City Manager McHugh's contract. The Commission discussed several factors of the contract, including his current salary, comparable salaries in similar-sized cities, and that Wildwood had grown significantly since he took office in 2017. After further discussion of various salary increase options, the commission agreed by consent to renew the contract with several conditions. The conditions included increasing the salary to \$212,000, extending severance pay from 3 months to 5 months, including an annual review provision, and maintaining the other existing contract terms. City Attorney Hunt advised that a formal contract would be brought back for approval at a future meeting.

Mayor Wolf raised two additional topics for discussion – concerns about a store employee parking in the grassy area near the new parking garage and exploring options for a road taxing district to fund infrastructure improvements. The City Manager was directed to look into both issues and report back to the commission.

3. Adjournment

With no further business to discuss, the meeting was adjourned at 10:01 a.m.

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

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____ BY: _____
Jessica Barnes, City Clerk Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PJ # A25-0274 VOSO Unit 157 Final Plat

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number A25-0274 VOSO Unit 157 Final Plat

Owner/Applicant(s) The Villages Development Company, LLC

Acreage 26.55 +/-

Property Location The subject property is generally located approximately 0.13 miles south of the Florida Turnpike and approximately 1.63 miles north of C 470.

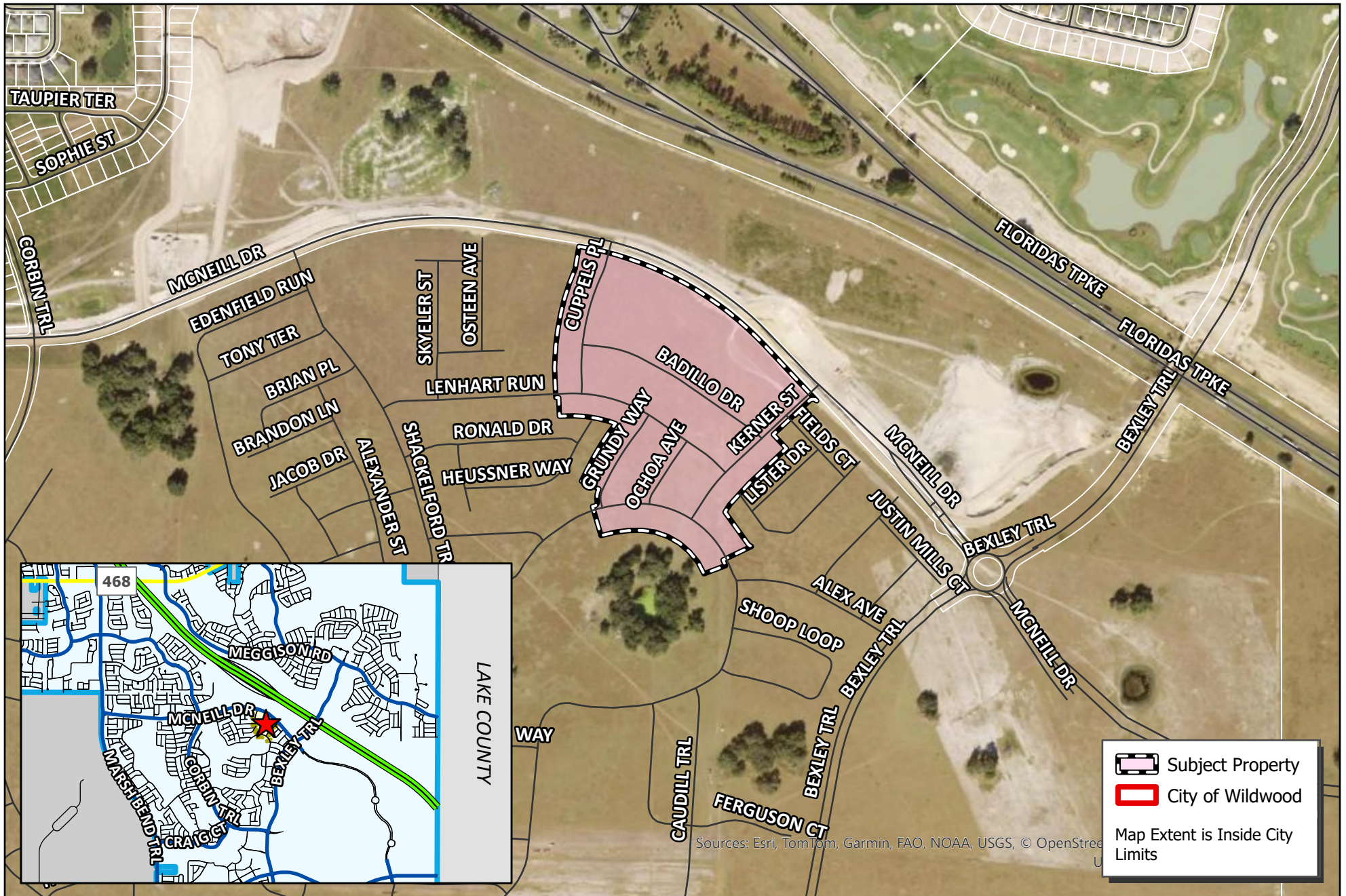
Parcel(s) K03-005

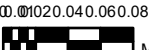
Date April 4, 2025

The applicant is seeking approval from the City Commission for The Villages of Southern Oaks Unit 157 Final Plat, a subdivision consisting of 102 lots and 6 tracts, per the attached plans.

A25-0274 meets the criteria set forth within the F.S. 177, The Villages Chapter 163 Agreement, the Land Development Regulations, and is in line with the goals, objectives, and policies within the 2050 Comprehensive Plan.


Amanda Bondi
Planner II, Development Services



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	N   0.00 0.020 0.040 0.060 0.08 Miles	PJ #A25-0274 VOSO - UNIT 157 FINAL PLAT PARCEL K03-005		MAP 1B
			LOCATION		MAP
			FEB 2025		

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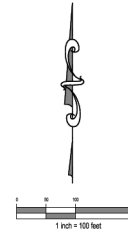
PLAT BOOK _____
PAGE _____

KEY MAP

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	5,525	0.13
B	18,920	0.43
C	5,540	0.13
D	3,895	0.09
E	147,166	3.38
F	89,481	2.05

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4808, PAGE 510. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



0	INDICATES 4" X 8" CONCRETE PERMANENT REFERENCE	
1	MONUMENT (P.W.) FOUND ON SITE	
2	INDICATES 4" X 8" CONCRETE PERMANENT REFERENCE	
3	MONUMENT (P.W.) ON 5/8" OR 3/4" IRON CAP SET 1/4" ABove	
4	INDICATES P.W. NAIL AND ONE PERMANENT CONTROL POINT	
5	INDICATES 1/4" X 1/4" X 1/4" IRON NAIL ONE OF THE 3 IN THE	
6	DATE THIS PLAN IS REVISION	
7	INDICATES 1/4" X 1/4" X 1/4" IRON NAIL SET IN THE	
8	ADJACENT HIGH SECTION 177.0(1) OF CITY STATUTES.	
9	SEE NOTE "A"	
10	INDICATES CURVE NUMBER IN CURVE TABLE	
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12	INDICATES REFERENCE	
13	INDICATES CHORD (CENTRAL ANGLE OF CURVE)	
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76	INDICATES DELTA (CENTRAL ANGLE OF CURVE)	
77	INDICATES DELTA (CENTRAL ANGLE OF CURVE)	
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100	INDICATES DELTA (CENTRAL ANGLE OF CURVE)	

SHEET 4

ARED B



CFB | **CLYMER
FARNER
BARLEY**
SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34705
(352) 748-3126 LB8498

VILLAGES OF SOUTHERN OAKS

UNIT NO. 157

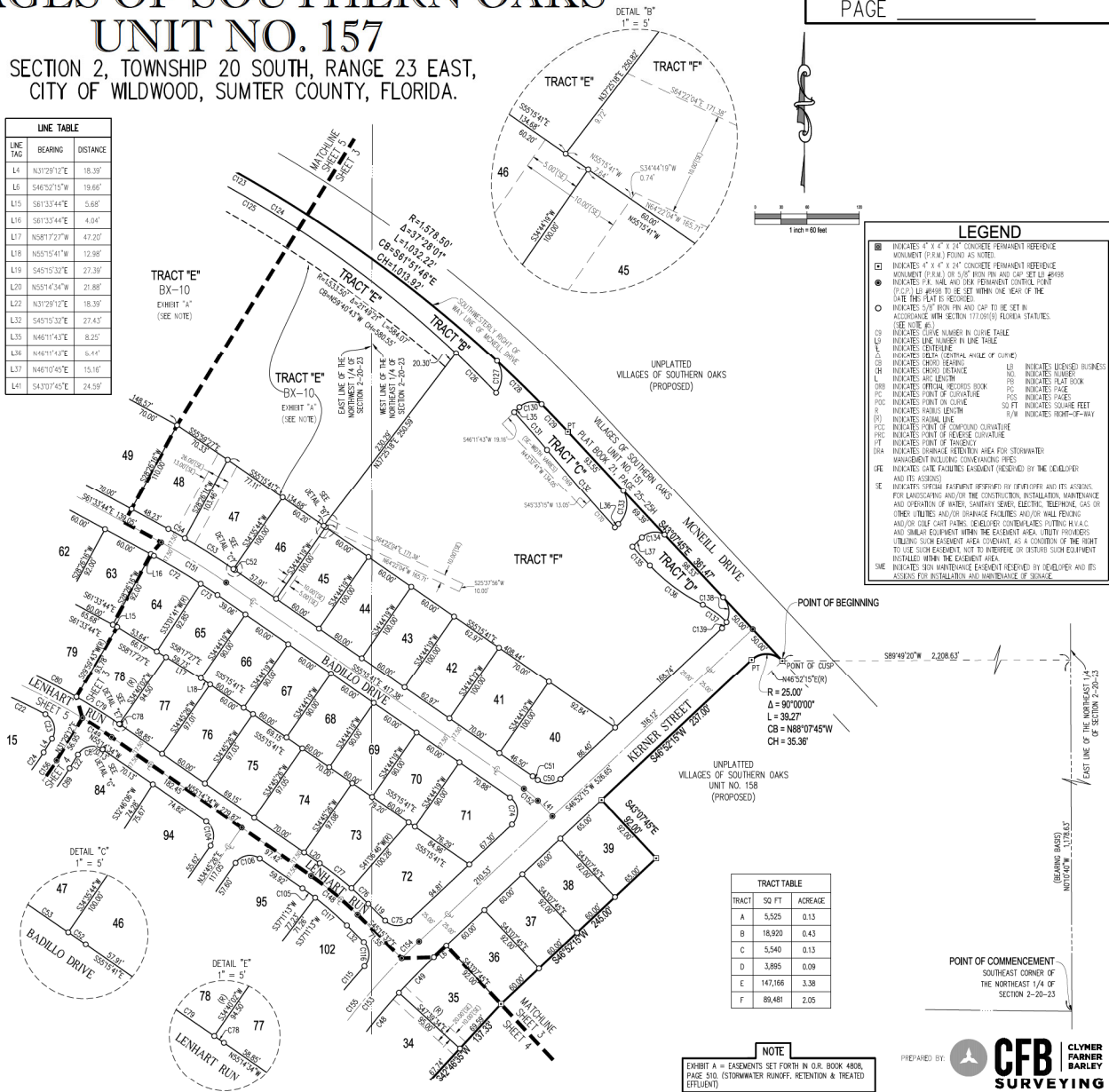
SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 3 OF 5

PLAT BOOK
PAGE

CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C22	882.50	45°43'3"	58.48	N64°12'46"W
C23	20.00	93°14'42"	32.55	N15°08'09"W
C24	232.50	70°15'5"	28.90	N35°02'50"E
C48	725.00	67°05'5"	77.58	S39°18'28"W
C49	725.00	43°48'8"	57.37	S44°36'20"W
C90	20.00	87°27'50"	28.44	N87°38'10"E
C51	117.50	33°35'45"	7.37	N52°27'48"W
C52	817.50	0°08'35"	2.04	N59°19'38"W
C53	817.50	43°53'5"	66.08	N57°43'13"W
C54	817.50	13°54'4"	21.78	N60°47'59"W
C72	782.50	43°25'5"	62.68	N59°16'01"W
C73	782.50	1°47'38"	23.36	N59°07'30"W
C74	20.00	102°07'55"	35.65	N04°11'43"W
C75	20.00	87°52'13"	30.67	S89°11'39"E
C76	417.50	33°34'2"	26.44	N47°04'23"W
C77	417.50	67°05'5"	46.31	N57°03'54"W
C78	717.50	0°05'34"	1.13	N55°17'16"W
C79	717.50	4°02'20"	58.51	N57°40'07"W
C80	717.50	4°02'20"	58.51	N57°20'27"W
C90	89.00	93°14'42"	32.55	S39°06'33"W
C89	267.50	67°22'30"	29.76	N34°40'28"E
C104	20.00	90°00'00"	31.42	N10°14'34"W
C105	382.50	24°30'8"	18.15	N52°55'00"W
C106	20.00	90°00'00"	31.42	S79°45'28"W
C115	775.00	27°02'44"	45.25	S40°21'53"W
C116	20.00	87°17'47"	30.47	N01°36'39"W
C117	382.50	71°59'4"	48.50	N48°53'29"W
C123	1578.50	26°28'49"	728.81	N60°39'28"W
C124	1305.00	28°50'58"	657.08	N58°16'08"W
C125	1305.00	25°58'21"	591.94	N59°41'50"W
C126	1199.00	27°45'17"	651.15	N48°16'26"W
C127	32.00	69°57'54"	38.89	N01°43'56"E
C128	1578.50	27°35'19"	71.32	N48°00'22"W
C129	1578.50	17°34'58"	43.60	N43°55'14"W
C130	22.00	71°57'14"	27.68	S82°07'51"W
C131	1305.00	23°42'42"	57.21	N41°45'47"W
C132	3135.46	27°02'28"	119.00	S41°04'46"E
C133	32.00	74°57'47"	41.87	N08°42'50"E
C134	22.00	73°21'00"	28.16	S82°51'15"W
C135	3135.46	9°32'16"	29.44	S42°59'03"E
C136	213.00	20°30'12"	76.22	S53°30'17"E
C137	99.00	19°42'20"	34.05	N53°54'13"W
C138	25.00	70°09'16"	30.61	N08°03'07"W
C139	25.00	19°50'44"	8.66	N36°56'53"E
C148	400.00	9°59'02"	69.70	N50°15'03"W
C149	700.00	37°41'4"	39.96	N56°52'41"W
C150	800.00	0°18'03"	87.98	N58°24'42"W
C152	100.00	12°07'55"	21.17	N49°11'43"W
C153	750.00	14°06'09"	184.60	S39°41'01"W
C154	750.00	27°07'47"	27.88	S45°48'21"W
C155	750.00	11°58'22"	156.72	S38°45'17"W
C156	250.00	70°17'5"	31.07	N35°02'50"E
C169	3135.46	72°47'7"	76.87	S40°41'41"E
C170	3135.46	0°46'11"	42.13	S41°48'55"E

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L4	N37°29'12"E	18.39'
L6	S45°52'15"W	19.68'
L15	S61°33'44"E	5.68'
L16	S61°33'44"E	4.04'
L17	N58°17'27"W	47.30'
L18	N55°15'41"W	12.98'
L19	S45°15'32"E	27.39'
L20	N55°14'34"W	21.88'
L22	N37°29'12"E	18.39'
L32	S45°15'32"E	27.43'
L35	N46°11'43"E	8.25'
L36	N46°11'43"E	6.44'
L37	N46°10'45"E	15.16'
L41	S43°07'40"E	24.59'



SHEET 5 OF 5

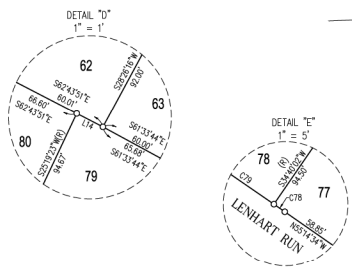
SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

NOTE
 ABIT A = EASEMENTS SET FORTH IN O.R. BOOK 4808,
 PAGE 510. (STORMWATER RUNOFF, RETENTION & TREATED
 EFFLUENT)

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C70	482.50'	83°09"4"	71.59'	N271°16'10"	71.92'
C71	482.50'	622°30'	53.68'	N64°45'56"	53.66'
C72	782.50'	63°25'	63.68'	N99°16'10"	62.67'
C78	717.50'	095°24'	1.15'	N05°16'10"	1.15'
C79	717.50'	140°20'	58.51'	N62°40'07"	58.49'
C80	717.50'	240°30'	58.51'	N62°20'27"	58.49'
C81	717.50'	140°20'	58.51'	N67°00'46"	58.49'
C82	717.50'	55°09'	65.78'	N17°58'31"	65.75'
C83	717.50'	52°06'	68.27'	N77°19'38"	68.23'
C84	717.50'	33°53'	64.64'	N81°50'07"	64.64'
C85	20.00'	85°10'04"	29.73'	S41°02'02"E	27.07'
C96	217.50'	35°49'	14.81'	N02°03'49"E	14.81'
C97	1045.21'	214°53'	41.00'	S101°34'01"E	41.00'
C98	200.00'	93°14'42"	32.55'	S78°06'33"E	29.07'
C99	267.50'	82°22'	39.76'	N34°40'28"E	29.75'
C100	267.50'	04°44'	3.48'	N81°47'05"E	3.48'
C91	1320.50'	233°37'	5.00'	S37°19'39"	5.00'
C92	1320.50'	238°06'	68.41'	S34°33'14"E	68.41'
C93	1320.50'	313°42'	70.31'	S37°27'53"E	70.29'
C118	1578.50'	324°49'	104.33'	N78°44'22"E	102.44'
C119	25.00'	91°34'04"	39.95'	N31°02'56"E	35.84'
C120	1578.50'	134°10'	43.19'	N67°05'56"E	38.19'
C121	1578.50'	134°04'	43.19'	N43°52'52"E	38.19'
C122	25.00'	91°34'04"	39.95'	S60°02'08"E	35.84'
C123	1578.50'	26°28'49"	738.67'	N60°17'28"E	622.12'
C124	1350.00'	28°58'36"	687.00'	N58°16'56"E	720.16'
C125	1350.00'	25°58'27"	591.94'	N69°41'55"E	586.88'
C130	1500.00'	102°47'	43.40'	N19°55'47"E	45.14'
C141	262.71'	276°29'	50.98'	S121°22'08"	50.34'
C142	1062.71'	19°10'47"	335.74'	S152°59'39"	354.08'
C143	1062.71'	87°15'42"	155.24'	N05°40'45"E	153.10'
C144	200.00'	59°49'48"	20.35'	N70°35'48"E	20.34'
C145	700.00'	335°50'19"	41.32'	N02°55'25"E	40.43'
C146	700.00'	59°49'48"	71.23'	N89°26'16"E	71.22'
C147	700.00'	316°44'	38.25'	N05°25'36"E	37.40'
C149	700.00'	316°14'	39.36'	N65°52'41"E	39.95'
C150	500.00'	22°31'40"	186.98'	N72°49'34"E	195.93'
C151	800.00'	8°18'03"	87.58'	N72°49'34"E	87.93'
C156	250.00'	70°15'	31.67'	N30°52'05"E	31.05'
C157	1338.00'	14°32'33"	339.60'	S31°07'11"E	338.08'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	5,525	0.13
B	18,920	0.43
C	5,540	0.13
D	3,895	0.09
E	147,166	3.38
F	89,481	2.05

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N14°17'00"E	14.38
L2	S02°07'10"E	33.33
L3	N69°30'47"W	58.79
L4	N31°29'12"E	18.39
L5	N69°30'47"W	30.98
L6	S11°33'34"E	20.83
L7	N14°17'00"E	14.38
L8	S84°05'24"E	13.62
L9	S75°29'36"W	45.39
L10	N64°05'24"W	6.92
L11	S75°29'36"W	24.61
L12	S11°33'34"E	15.01
L13	N14°17'00"E	0.50
L14	S11°33'34"E	5.85
L15	S11°33'34"E	4.04
L16	S02°07'10"E	33.33
L17	S02°07'10"E	33.33
L18	N31°29'12"E	18.39
L19	N14°17'00"E	19.52
L20	N14°17'00"E	59.48
L21	S02°07'10"E	33.33
L22	N03°28'44"E	28.56

[illegible]

PREPARED BY



CFB | CLYMER
FARNER
BARLEY
SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34705
(352) 748-3126 LB8498

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PJ # A25-0229 VOSO Unit 158 Final Plat

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number	PJ # A25-0229 VOSO Unit 158 Final Plat
Owner/Applicant(s)	The Villages Development Company, LLC
Acreage	6.89 +/-
Property Location	The subject property is generally located southwest of McNeill Drive, east of Corbin Trail, and west of Bexley Trail.
Parcel(s)	K03-005
Date	March 28, 2025

The applicant is seeking approval from the City Commission for The Villages of Southern Oaks (VOSO) Unit 158 Final Plat, consisting of 56 lots and 4 tracts on 6.89 acres MOL, per the attached plans.

PJ # A25-0229 meets the criteria set forth within the F.S. 177, The Villages of Southern Oaks 163 Agreement, the Land Development Regulations, and is in line with the goals, policies, and objectives within the 2050 Comprehensive Plan.



McKenna Page
Planner I, Development Services



 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	PJ #A25-0229 VOSO - UNIT 158 FINAL PLAT PARCEL K03-005	MAP 1B LOCATION MAP FEB 2025
--	--	--	--	--

CONVEYANCE, CONVEYANCE, RESTRICTIONS, AND EASEMENTS OF THE SUBDIVISION ARE TO BE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

VILLAGES OF SOUTHERN OAKS UNIT NO. 158

SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 1 OF 2

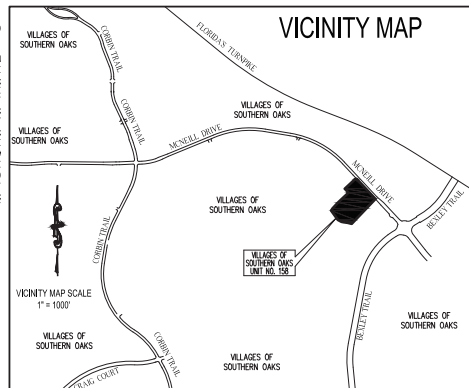
PLAT BOOK
PAGE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 2; THENCE ALONG THE EAST LINE THEREOF RUN N00°04'00"W, 1178.63 FEET; THENCE DEPARTING SAID EAST LINE RUN N89°49'20"W, 2208.63 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MCNEILL DRIVE PER THE PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 151 AS RECORDED IN PLAT BOOK 21, PAGES 26, 25A THROUGH 25H, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF MCNEILL DRIVE: RUN S47°07'45"E, 448.25 FEET; THENCE S47°07'45"E, 10.50 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S47°07'45"E, 585.59 FEET; THENCE N75°39'59"W, 71.46 FEET; THENCE N82°02'08"W, 71.54 FEET; THENCE N78°45'37"W, 36.79 FEET; THENCE N87°44'41"W, 67.92 FEET; THENCE N35°44'07"W, 194.60 FEET; THENCE N32°46'07"E, 43.77 FEET; THENCE N42°46'25"E, 137.33 FEET; THENCE N45°07'57"E, 245.40 FEET; THENCE N43°07'45"W, 92.00 FEET; THENCE N46°52'15"E, 237.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°07'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.89 ACRES, MORE OR LESS.



VICINITY MAP

56 LOTS - 4 TRACTS

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

NOTES:

- 1.) BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST AS BEING N00°04'00"W.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9.) TRACTS "C" AND "D" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INTEREST OR EGRESS IS PROMOTED WITHOUT THE DEVELOPER'S CONSENT.
- 10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY GIBSON PLACE UTILITY COMPANY, LLC, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; AND (E) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON ADJACENT TO TRACT D OF THE SUBDIVISION.
- 11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

REVIEWING SURVEYOR'S CERTIFICATE

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

SIGNATURE _____ DATE _____
RONALD W. HERR, P.L.S. 4807
WIDE SURVEYING, INC. REGISTRATION NO. _____

VILLAGES OF SOUTHERN OAKS UNIT NO. 158 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C" AND "D" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 158, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15 (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INTEREST AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM-WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

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

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

WITNESSES: THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

SIGNATURE _____
PRINT NAME _____
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZIRO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

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

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

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

MELANIE D. STROCKLAND
DEVELOPMENT SERVICES DIRECTOR

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

JESSICA BARNES
CITY CLERK

ED WOLF
MAYOR

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

PRINT NAME _____
CITY OF WILDWOOD, ATTORNEY

SIGNATURE _____
CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STROCKLAND

PUBLIC WORKS DIRECTOR
JEREMY HOCKENBURY

PRINT NAME _____
CITY OF WILDWOOD, ENGINEER

SIGNATURE _____
CITY OF WILDWOOD, ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS UNIT NO. 158, A SUBDIVISION OF LAND HEREN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C" AND "D" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15.

WITNESSES: THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

SIGNATURE _____
PRINT NAME _____
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

WITNESSES: VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 15

BY: ELIZABETH RODRIGUEZ, VICE CHAIR

7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

SIGNATURE _____
PRINT NAME _____
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZIRO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

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

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY ELIZABETH RODRIGUEZ, THE VICE CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

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

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 158, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE _____ DAY OF _____, 20____. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
LICENSED BUSINESS NO. 8498

KAYE M. JAMESON
REGISTRATION NO. 5912

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

PLAT BOOK _____ PAGE _____
CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

PRINT NAME _____
DEPUTY CLERK

SIGNATURE _____
DEPUTY CLERK

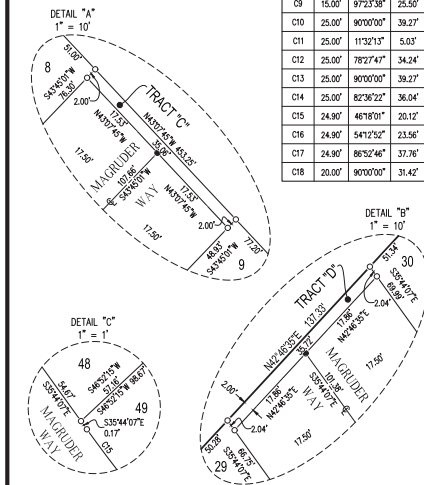
PREPARED BY: **CFB** CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(850) 784-7818 (5648)

SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

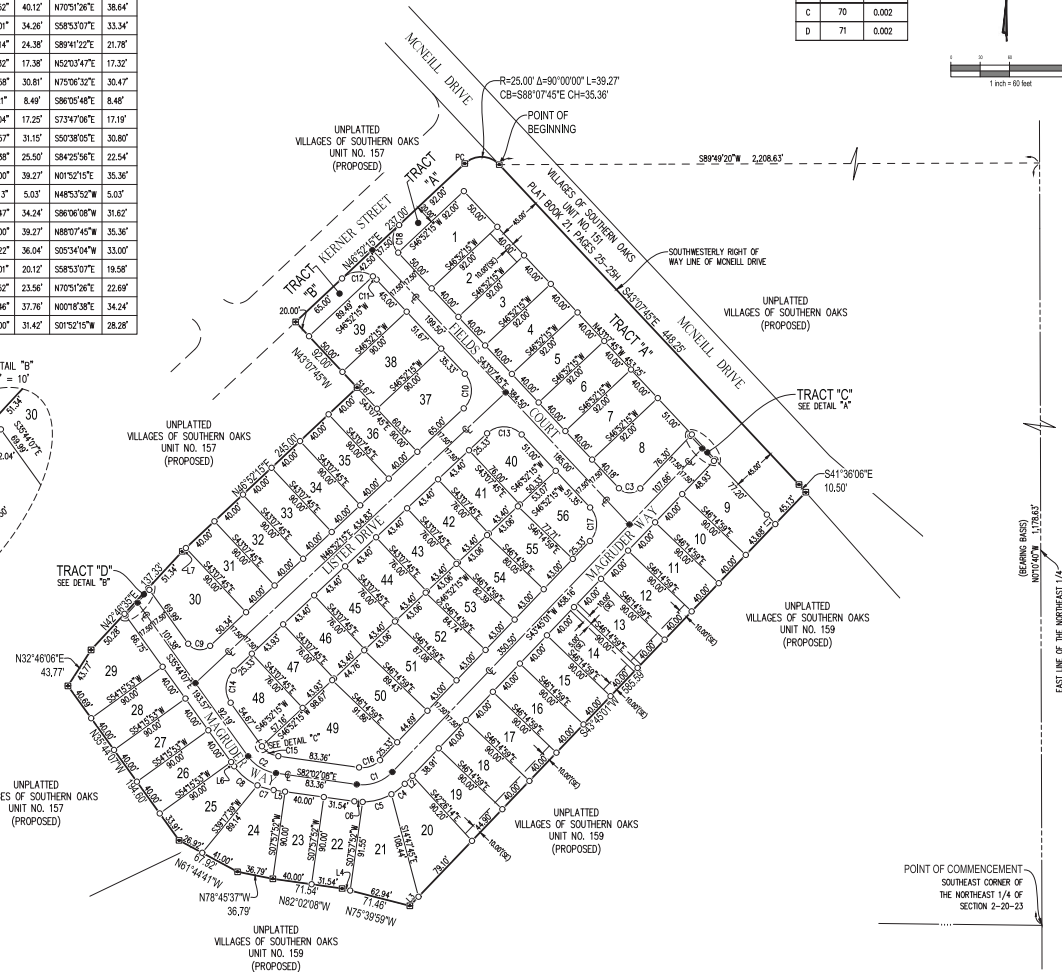
PLAT BOOK _____
PAGE _____

CURVE TABLE					
CURVE CLASS	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	42.40'	541°52'32"	40.12'	N70°51'26"E	38.64'
C2	42.40'	46°18'0"	34.26'	S88°53'07"E	33.94'
C3	58.90'	93°07'14"	24.38'	N84°11'22"E	21.78'
C4	58.90'	163°37'14"	21.38'	S27°03'47"E	17.32'
C5	58.90'	292°58'	30.81'	N70°56'32"E	30.47'
C6	58.90'	103°07'48"	48.6'	S86°05'48"E	8.48'
C7	58.90'	183°04'18"	52.16'	S73°40'46"E	17.10'
C8	58.90'	294°31'55"	39.15'	S83°38'05"E	38.08'
C9	58.90'	97°23'38"	25.50'	S84°25'58"E	22.54'
C10	25.00'	90°00'0"	30.27'	N91°52'15"E	35.36'
C11	25.00'	113°21'03"	5.03'	S85°01'52"E	5.03'
C12	25.00'	78°27'41"	34.24'	N86°06'58"E	35.36'
C13	25.00'	78°27'41"	34.24'	N87°01'45"E	31.62'
C14	25.00'	82°36'32"	36.04'	S93°54'04"E	33.00'
C15	24.90'	46°18'0"	20.12'	S85°53'07"E	19.58'
C16	24.90'	541°52'32"	35.56'	N70°51'26"E	22.69'
C17	24.90'	86°52'46"	31.76'	N00°18'38"E	34.24'
C18	20.00'	90°00'0"	37.40'	S92°52'58"E	28.28'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	23,444	0.538
B	1,667	0.038
C	70	0.002
D	71	0.002



- # LEGEND
- | |
|---|
| INDICATES 4' X 4' X 2' CONCRETE PERMANENT RETENTION MONUMENT (P&M) FOUND AND NOTED. |
| INDICATES 4' X 4' X 2' CONCRETE PERMANENT RETENTION MONUMENT (P&M) FOUND AND CAP SET IN THE #80# REBAR INDICATES P&M, NAIL AND DOME PERMANENT CONTROL POINT (CAP) SET IN THE TOP OF 1" MINIMUM THICKNESS OF THE DATE THE DATE IS RECORDED. |
| INDICATES 4' X 4' X 2' WITH P&M CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09 (4) FLA. STATUTES. |
| INDICATES CURVE NUMBER IN CURVE TABLE. |
| INDICATES CURVE NUMBER IN CURVE TABLE. |
| INDICATES DELTA (CHORD ANGLE) OF CURVE. |
| INDICATES CHORD DISTANCE. |
| INDICATES CHORD STATION. |
| INDICATES OFFICIAL RECORDS BOOK NO. |
| INDICATES OFFICIAL RECORDS BOOK NO. |
| INDICATES PAGE. |
| INDICATES PAGE. |
| INDICATES POINT OF CURVE. |
| INDICATES POINT OF CURVE. |
| INDICATES RADIAL LINE. |
| INDICATES POINT OF COMPOUND CURVATURE. |
| INDICATES POINT OF REVERSE CURVATURE. |
| INDICATES POINT OF REVERSE CURVATURE. |
| INDICATES DRAINAGE RELEVATION AREA FOR STORMWATER MANAGEMENT. |
| INDICATES DATE EASEMENT (RESERVED) BY THE DEVELOPER AND ITS ASSIGNS. |
| INDICATES SPECIAL FACILITIES RESERVED BY THE DEVELOPER AND ITS ASSIGNS: |
| FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WALKWAYS, DRIVEWAYS, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR MAINT. FENCING. |
| AND/OR GOLF CART EASEMENT; DEVELOPER CONTINGENTLY PAVING H.A. H.A. HAS AGREEMENT WITH THE CITY OF PALM BEACH, FLORIDA, PROVIDES UTILITIES/SHOULDER EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN, OPERATE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA. |
| INDICATES SPECIAL MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS. |



PREPARED BY:  **CFB** **GLYNN
FARMER
BARLEY**
SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34708
(352) 748-3126 LB#498

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PJ # A25-0093 VOSO Unit 173 Final Plat

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

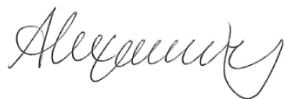
BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

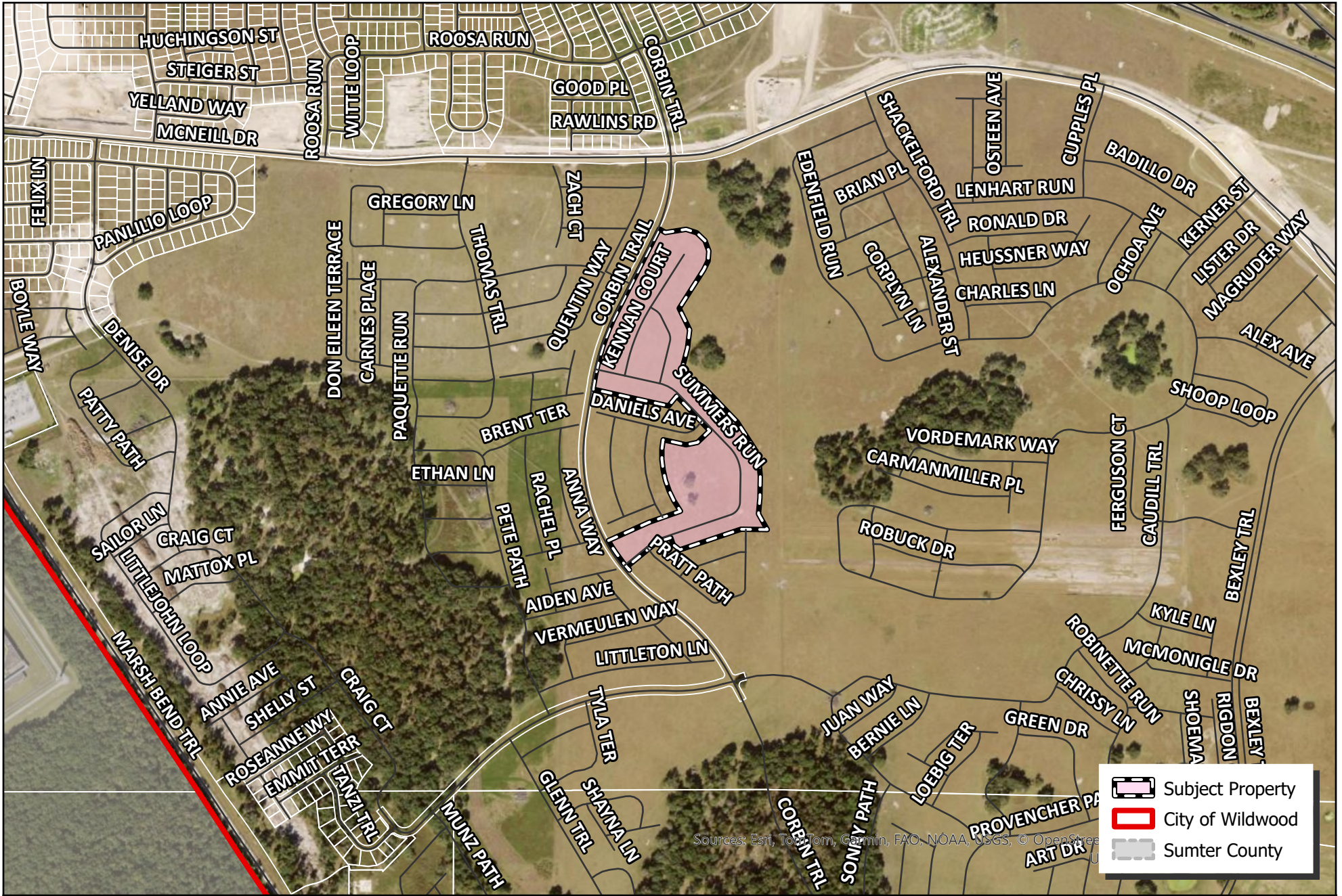
Case Number	PJ #A25-0093 VOSO Unit 173 Final Plat
Owner/Applicant(s)	The Villages Development Company, LLC
Acreage	22.93 +/-
Property Location	The property is generally located south of McNeill Drive and east of Corbin Trail.
Parcel(s)	K03-005

The applicant is seeking approval from the City Commission for the VOSO Unit 173 Final Plat, a subdivision consisting of 84 lots and 4 tracts, per the attached plans.

PJ # A25-0093 meets the criteria set forth in F.S. 177, The Villages of Southern Oaks 163 Agreement, the Land Development Regulations, and is consistent with the goals, objectives, and policies of the 2050 Comprehensive Plan.



Date: 03/31/2025
Alex Lammers
Planner I, Development Services



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

VILLAGES OF SOUTHERN OAKS UNIT NO. 173

SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 1 OF 5

PLAT BOOK _____
PAGE _____

DEDICATION

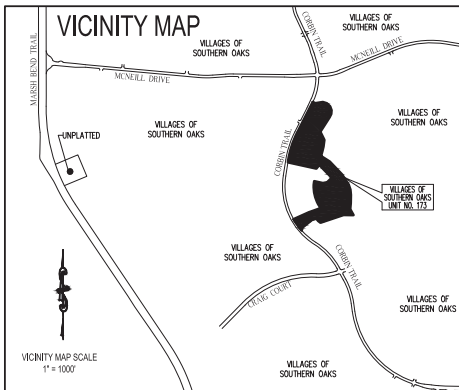
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS UNIT NO. 173, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15 (THE DISTRICT) TO HEREBY DEDICATE, THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC, AND DEDICATES TRACTS "A", "B", "C" AND "D" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE EAST 1/2 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 29 PER THE PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 180, AS RECORDED IN PLAT BOOK 22, PAGES 27, 27A THROUGH 27C, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID VILLAGES OF SOUTHERN OAKS UNIT NO. 180 RUN N77°12'51"E, 518.52 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,171.50 FEET AND A CHORD BEARING AND DISTANCE OF N31°32'00"W, 74.32 FEET TO WHICH A RADIAL LINE BEARS S56°38'46"W; SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CORBIN TRAIL PER THE PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 190, AS RECORDED IN PLAT BOOK 22, PAGES 21, 21A THROUGH 21C, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF CORBIN TRAIL, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 033°08', AN ARC DISTANCE OF 74.34 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF CORBIN TRAIL AND ALONG A RADIAL LINE RUN N67°05'41", 43.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CORBIN TRAIL PER AFORESAID PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 190; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE OF CORBIN TRAIL, RUN N65°44'52"E, 283.44 FEET; THENCE N70°29'25"E, 217.00 FEET; THENCE N23°50'15"W, 80.60 FEET; THENCE N25°13'17"W, 69.51 FEET; THENCE N28°54'24"W, 69.48 FEET; THENCE N17°45'57"W, 69.50 FEET; THENCE N08°29'29"N, 65.64 FEET; THENCE N02°29'56"W, 63.38 FEET; THENCE N07°28'14"E, 62.44 FEET; THENCE S77°31'42"E, 150.66 FEET; THENCE N07°00'32"E, 73.89 FEET; THENCE N46°10'22"E, 110.31 FEET; THENCE N43°48'38", 306.89 FEET; THENCE S39°45'01"W, 81.42 FEET; THENCE N77°31'45"W, 485.05 FEET; THENCE N08°59'57"E, 33.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1,578.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 175°41'17", AN ARC DISTANCE OF 483.27 FEET TO THE POINT OF TANGENCY; THENCE N08°54'13"E, 591.30 FEET; THENCE S09°29'52"E, 45.09 FEET; THENCE N08°15'43"E, 133.73 FEET; THENCE S27°42'47"E, 71.50 FEET; THENCE S46°27'49"E, 73.81 FEET; THENCE S09°29'52"E, 75.08 FEET; THENCE S03°50'45"W, 64.35 FEET; THENCE S28°50'45"W, 63.25 FEET; THENCE S22°02'12"W, 283.18 FEET; THENCE S20°03'38"E, 154.53 FEET; THENCE S07°48'06"W, 115.60 FEET; THENCE S13°30'25"W, 75.00 FEET; THENCE S19°22'00"W, 80.74 FEET; THENCE S57°27'08"E, 176.57 FEET; THENCE S43°49'38"E, 303.44 FEET; THENCE S33°17'28"E, 204.19 FEET; THENCE S10°44'15"E, 92.31 FEET; THENCE S09°09'31"E, 90.89 FEET; THENCE S07°05'17"W, 140.00 FEET; THENCE S04°50'07"W, 102.76 FEET; THENCE S29°10'54"E, 115.10 FEET; THENCE N08°11'53"W, 168.93 FEET; THENCE S17°52'52"W, 414.06 FEET; THENCE N08°15'50"W, 54.35 FEET; THENCE N18°34'08"W, 46.58 FEET; THENCE S17°52'52"W, 85.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 182.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 204°21'17", AN ARC DISTANCE OF 65.84 FEET TO THE POINT OF TANGENCY; THENCE S04°50'41"W, 180.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°22'29", AN ARC DISTANCE OF 40.23 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,128.50 FEET AND A CHORD BEARING AND DISTANCE OF N35°35'56"W, 23.24 FEET TO WHICH A RADIAL LINE BEARS S46°31'15"W; SAID POINT ALSO BEING ON AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF CORBIN TRAIL; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF CORBIN TRAIL, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°45'30", AN ARC DISTANCE OF 233.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.83 ACRES, MORE OR LESS.



84 LOTS - 4 TRACTS

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

NOTES:

- 1.) BEARINGS ARE BASED ON THE SOUTHERLY BOUNDARY OF VILLAGES OF SOUTHERN OAKS UNIT NO. 180 AS RECORDED IN PLAT BOOK 22, PAGES 27 THROUGH 27C, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AS BEING N77°16'31"E.
- 2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3.) ALL DISTANCES SHOWN ARE IN FEET.
- 4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8.) TRACTS "A", "B", AND "C" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9.) TRACT "D" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- 10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY BESON PLACE UTILITY COMPANY, LLC, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY BESON PLACE UTILITY COMPANY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD; AND (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY.
- 11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

REVIEWING SURVEYOR'S CERTIFICATE

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

SIGNATURE _____ DATE _____
RONALD W. HERR, P.L.S. 4807
WIDE SURVEYING, INC. REGISTRATION NO. _____

VILLAGES OF SOUTHERN OAKS UNIT NO. 173 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) IN TRACTS "A", "B", "C" AND "D" OF THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 173, HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15 (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM-WATER FACILITIES, UNSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

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

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

WITNESSES: THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
BY: MARTIN L. DZIRO, MANAGER
7580 MIDDLETON DRIVE, MIDDLETON, FLORIDA 34762, MAILING ADDRESS
7413 ALFORD AVENUE, MIDDLETON, FLORIDA 34762, MAILING ADDRESS

SIGNATURE _____
PRINT NAME _____
7413 ALFORD AVENUE, MIDDLETON, FLORIDA 34762, MAILING ADDRESS
STATE OF FLORIDA, COUNTY OF SUMTER
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZIRO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

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

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

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

MELANIE D. STROGLAND, DEVELOPMENT SERVICES DIRECTOR

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

JESSICA BARNES, CITY CLERK ED WOLF, MAYOR

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

PRINT NAME: _____ SIGNATURE: _____
CITY OF WILDWOOD, ATTORNEY
DEVELOPMENT SERVICES DIRECTOR PUBLIC WORKS DIRECTOR
MELANIE D. STROGLAND JEREMY HOKENBURY
PRINT NAME: _____ SIGNATURE: _____
CITY OF WILDWOOD, ENGINEER

WITNESSES: THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
7580 MIDDLETON DRIVE, MIDDLETON, FLORIDA 34762, MAILING ADDRESS
BY: MARTIN L. DZIRO, MANAGER
7413 ALFORD AVENUE, MIDDLETON, FLORIDA 34762, MAILING ADDRESS
WITNESSES: VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15
BY: SPENCER R. NOWAK, CHAIR
3601 KIESSL ROAD, THE VILLAGES, FLORIDA 32183, MAILING ADDRESS
BY: _____
7413 ALFORD AVENUE, MIDDLETON, FLORIDA 34762, MAILING ADDRESS

STATE OF FLORIDA, COUNTY OF SUMTER
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZIRO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY SPENCER R. NOWAK, CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

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

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 173, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE _____ DAY OF _____, 20____. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
7413 ALFORD AVENUE, MIDDLETON, FLORIDA 34762, LICENSED BUSINESS NO. 8498

KAYE M. JAMESON, DATE _____
REGISTRATION NO. 5912

CERTIFICATE OF CLERK

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

PLAT BOOK _____ PAGE _____
CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA
PRINT NAME: _____ SIGNATURE: _____
DEPUTY CLERK DEPUTY CLERK

PREPARED BY: **CFB** CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(850) 784-0188

VILLAGES OF SOUTHERN OAKS UNIT NO. 173

SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 5

PLAT BOOK _____
PAGE _____

KEY MAP

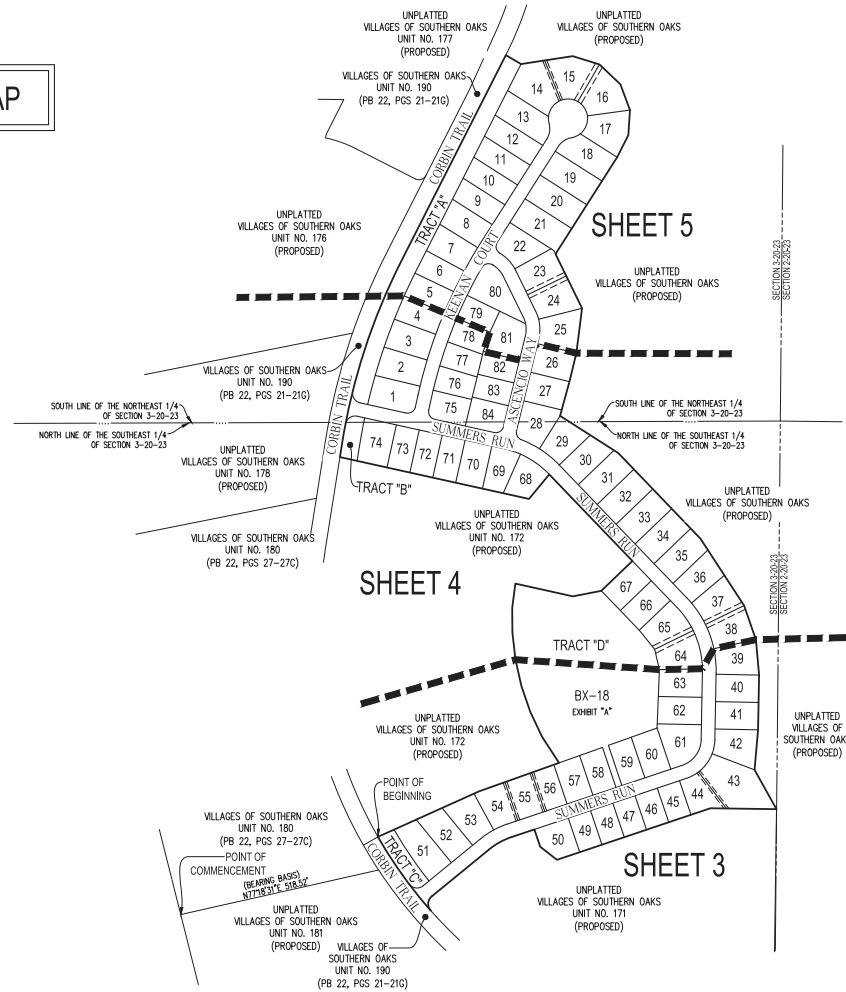


TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	43,254	0.99
B	4,684	0.11
C	7,270	0.17
D	128,760	2.96

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN OUR BOOK 4808,
PAGE 510. (STORMWATER RUNOFF & RETENTION)

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET IN 18" HOLE.
- INDICATES P.S. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) 18" HOLE TO BE SET WITHIN ONE YEAR OF THE DATE THE PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES.
- SEE NOTE #5.
- CS INDICATES CURVE NUMBER IN CURVE TABLE.
- CP INDICATES CURVE NUMBER IN CURVE TABLE.
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE).
- CB INDICATES CHORD BEARING.
- CH INDICATES CHORD BEARING.
- CL INDICATES CHORD BEARING.
- DBS INDICATES OFFICIAL RECORDS BOOK.
- PC INDICATES POINT OF CURVATURE.
- POC INDICATES POINT ON CURVE.
- R INDICATES RADIUS LENGTH.
- (R) INDICATES RADIAL LINE.
- PRC INDICATES POINT OF COMPOUND CURVATURE.
- PT INDICATES POINT OF TANGENCY.
- DRS INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYING PIPES.
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS).
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTemplates PUTTING IN A/C AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA CONSENTING AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SOIL MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SOILAGE.



PREPARED BY: **CFB** CLYMER FARMER BARNETT
SURVEYING
7415 ALFORD AVENUE - WILDLAKE, FL 34782
(850) 748-0128 (L88498)

VILLAGES OF SOUTHERN OAKS UNIT NO. 173

SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 3 OF 5

PLAT BOOK _____
PAGE _____

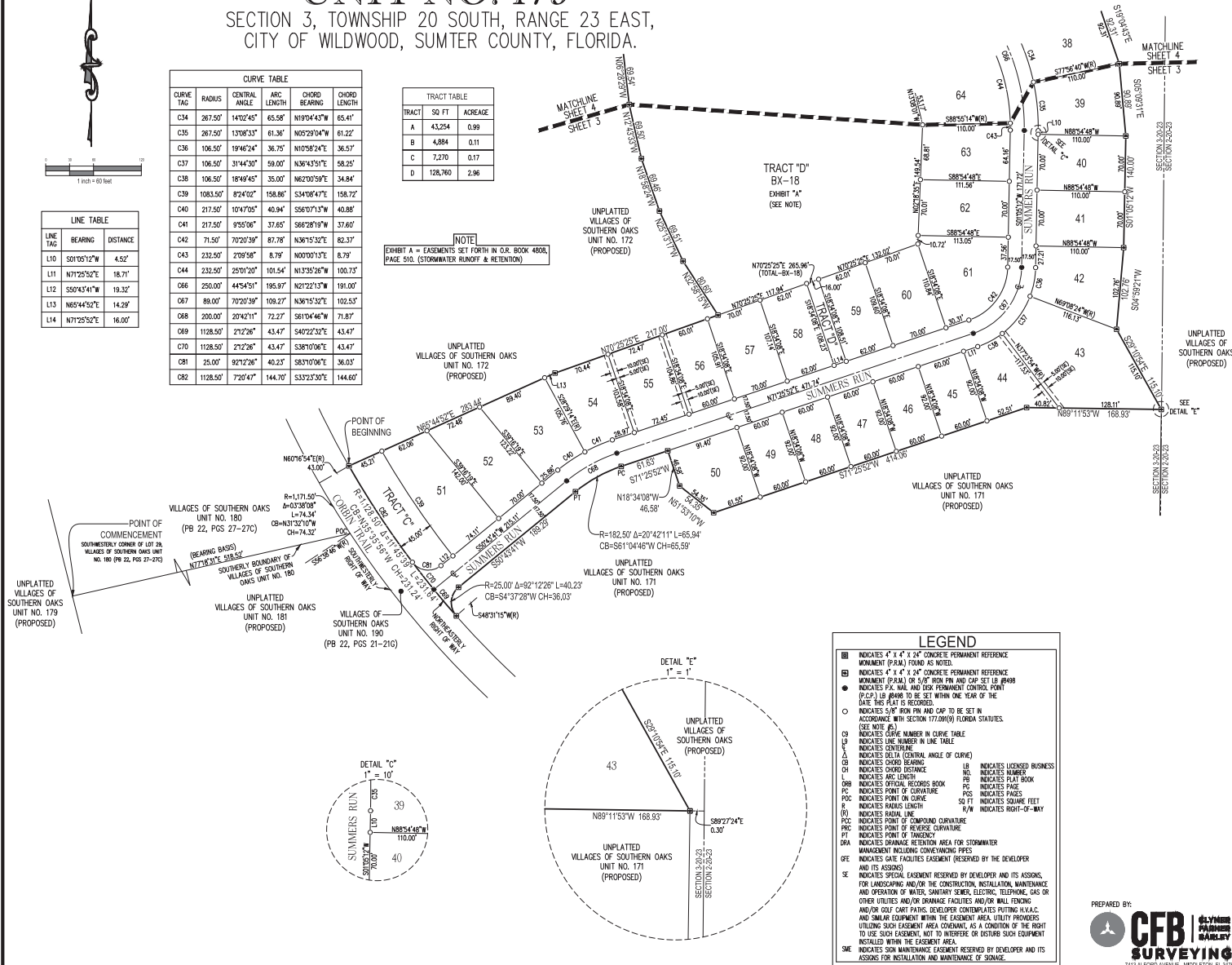


LINE TAG	BEARING	DISTANCE
L10	S80°05'12"W	4.52'
L11	N71°25'52"E	18.71'
L12	S50°43'41"W	19.32'
L13	N65°44'52"E	14.29'
L14	N71°25'52"E	16.00'

CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C34	267.50'	147°02'45"	65.68'	N19°04'43"W
C35	267.50'	137°08'33"	61.36'	N05°29'04"W
C36	106.50'	19°46'24"	36.75'	N10°58'24"E
C37	106.50'	31°44'30"	59.00'	N36°43'51"E
C38	106.50'	18°49'45"	35.00'	N62°00'59"E
C39	1083.50'	87°42'02"	158.86'	S34°08'47"E
C40	217.50'	104°7'05"	40.94'	S56°07'13"W
C41	217.50'	9°55'06"	37.65'	S66°28'19"W
C42	71.50'	70°20'39"	87.78'	N36°15'32"E
C43	232.50'	27°09'58"	8.79'	N00°00'15"E
C44	232.50'	25°01'20"	101.54'	N13°35'56"W
C46	250.00'	44°54'51"	195.97'	N21°22'15"W
C47	89.00'	70°20'39"	109.27'	N36°15'32"E
C48	200.00'	20°42'11"	72.27'	S61°04'46"W
C49	1128.50'	27°22'26"	43.47'	S40°22'32"E
C70	1128.50'	27°22'26"	43.47'	S38°10'06"E
C81	25.00'	90°72'26"	40.23'	S87°01'06"E
C82	1128.50'	72°07'47"	144.70'	S33°23'30"E

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	43,254	0.99
B	4,884	0.11
C	7,270	0.17
D	128,760	2.96

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4808, PAGE 510. (STORMWATER RUNOFF & RETENTION)



LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #400R
- INDICATES P.A. NAIL AND COPIER PERMANENT CONTROL POINT (P.C.P.) LB #400R TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.08(9) FLORIDA STATUTES. (SEE NOTE A-3)
- CN INDICATES CURVE NUMBER IN CURVE TABLE
- LT INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- PSC INDICATES POINT ON CURVE
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PCSC INDICATES POINT OF RESUME CURVATURE
- PT INDICATES POINT OF TANGENCY
- DRM INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- SE INDICATES EASEMENT EXISTING (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR CULVERT PAVING DEVELOPER CONTEMPLATES PUTTING IN A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

PREPARED BY:



7413 ALFORD AVENUE - MOBILE, AL 36688

SHEET 4 OF 5

PLAT BOOK

PAGE

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	43,254	0.99
B	4,884	0.11
C	7,270	0.17
D	128,760	2.96

CURVE TABLE					
CURVE TAG	RADIUS	ARC LENGTH	CHORD LENGTH	BEARING	CHORD LENGTH
C1	20.00'	90.0000°	31.42'	H67281.5°E	28.28'
C2	121.75'	113.032°	72.35'	S129248°W	72.35'
C3	153.55'	125.257°	76.89'	S41354°W	66.88'
C4	153.55'	256.257°	66.32'	S172504°W	76.01'
C5	121.75'	315.46°	69.33'	S105014°W	69.32'
C6	121.75'	315.46°	69.33'	S182505°W	69.32'
C7	153.55'	250.55°	75.84'	S205171°W	75.83'
C8	153.55'	274.55°	64.64'	S22524°W	64.64'
C9	121.75'	247.08°	59.19'	S12126°W	59.19'
C10	121.75'	247.08°	59.19'	S24135°W	59.19'
C11	153.55'	224.44°	64.62'	S25137°W	64.61'
C28	106.50'	274.60°	51.66'	N00716°W	51.66'
C29	20.00'	83.30°	28.80'	H67328°E	26.36'
C30	267.50'	110.33°	56.84'	S632206°W	56.38'
C31	267.50'	140.03°	61.41'	N50495°W	61.25'
C32	267.50'	347.39°	17.18'	N41961°W	17.18'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C33	267.50'	1402.45'	65.58	N3337°28'W	65.40'
C44	267.50'	1402.45'	65.58	N1910°45'W	65.40'
C35	267.50'	1308.33'	61.36	N05°29'04"W	61.22'
C43	233.50'	2709.98'	107.79	N0000°10'E	107.73'
C44	233.50'	2601.20'	101.54	N13°35'26"W	100.73'
C45	233.50'	1743.33'	71.93	N343°57'2"W	71.64'
C46	233.50'	2219.03'	90.56	N45°59'10"W	89.99'
C47	233.50'	1123.03'	46.20	N71°50'13"W	46.12'
C48	200.00'	907.00'	31.42	S32°31'45"E	28.28'
C49	1182.50'	056.34"	11.46	S12°36'32"E	11.46'
C50	1182.50'	370.74"	64.58	S14°58'41"E	64.57'
C51	1182.50'	370.74"	64.58	S18°06'25"W	64.57'
C52	1182.50'	370.74"	64.58	S211°40'59"W	64.57'
C53	1182.50'	370.74"	64.58	S243°51'54"W	64.57'
C58	71.50'	2524.40"	31.71	N00°50'45"E	31.45'
C59	200.00'	885.50"	31.02	N88°02'20"E	28.73'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N77°31'45"W	19.52'
L2	S122°8'15"W	32.32'
L7	N13°36'25"E	11.86'
L8	N43°49'38"W	0.28'
L9	S57°27'08"E	12.87'
L10	S01°05'12"W	4.52'
L15	N03°59'57"E	36.25'
L16	N77°31'45"W	19.52'
L17	S122°8'15"W	32.32'
L18	N13°36'25"E	7.85'

O61	1578.50	1340.04	43.19	5114113.75	43.19
O62	1580.75	1340.04	43.19	5115151.75	43.19
O63	250.00	3342.07	147.05	166940.42	144.94
O64	250.00	1708.00	74.85	166957.40	144.94
O65	250.00	3233.57	142.10	166960.37	140.19
O66	250.00	4454.51	195.97	167122.37	191.00
C71	89.00	3939.53	61.61	106133.32	60.37
C73	120.00	2070.56	49.21	52228.45	47.98
C74	120.00	1691.17	40.87	52235.53	39.66
C76	1533.50	1346.45	368.79	520070.93	367.90
C78	250.00	9134.04	399.97	5314443.50	35.84
C79	1578.50	1251.55	354.44	520281.76	35.84
C80	1578.50	1545.15	52.46	589570.74	52.46
C80	250.00	9134.04	399.95	556413.79	35.84

[illegible]

TRACT "D"
BX-18
EXHIBIT "A"
(SEE NOTE)

PREPARED BY



CFB | CLYDE
FARMER
BARTLEY
SURVEYING

7413 ALFORD AVENUE - MIDDLETON, FL 34715
(352) 748-3125 | BR498

VILLAGES OF SOUTHERN OAKS

UNIT NO. 173

SHEET 5 OF 5

PLAT BOOK _____
PAGE _____

SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



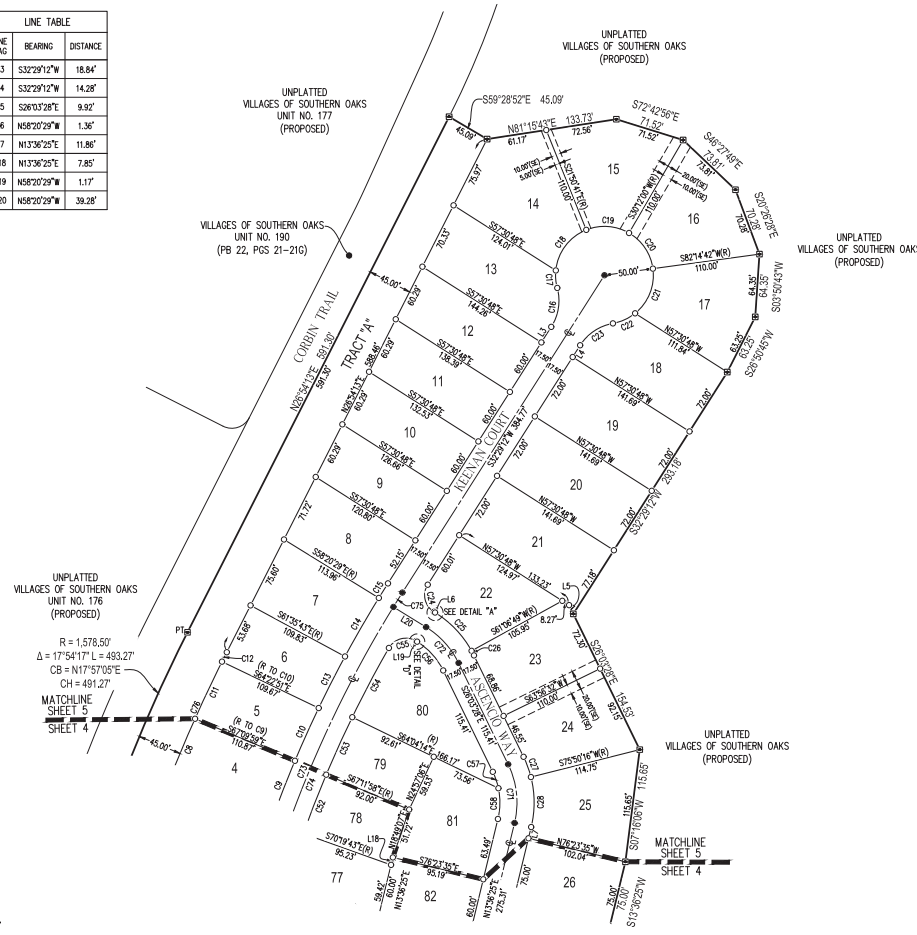
TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	43,254	0.99
B	4,884	0.11
C	7,270	0.17
D	128,760	2.96

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4808,
PAGE 510. (STORMWATER RUNOFF & RETENTION)

CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C8	1533.50'	224°55'	64.64'	S22°52'44"W 64.64'
C9	1217.50'	247°08'	59.19'	S21°26'27"W 59.19'
C10	1217.50'	247°08'	59.19'	S24°13'35"W 59.19'
C11	1533.50'	224°44'	64.56'	S25°17'34"W 64.56'
C12	1533.50'	024°17'	10.84'	S08°42'05"W 10.84'
C13	1217.50'	247°08'	59.19'	S27°00'43"W 59.19'
C14	1217.50'	315°14'	69.14'	S30°01'54"W 69.13'
C15	1217.50'	049°40'	17.59'	S32°04'21"W 17.59'
C16	50.00'	47°32'45"	41.49'	N08°42'49"E 40.31'
C17	50.00'	20°36'39"	18.02'	S04°44'14"E 17.92'
C18	50.00'	62°34'13"	54.60'	S36°52'12"W 51.93'
C19	50.00'	52°02'42"	45.42'	N85°49'21"W 43.87'
C20	50.00'	52°02'42"	45.42'	N33°46'39"W 43.87'
C21	50.00'	58°58'27"	51.46'	N21°43'55"E 49.22'
C22	50.00'	28°48'48"	25.14'	N65°37'33"E 24.88'
C23	50.00'	47°32'45"	41.49'	S06°15'54"W 40.31'
C24	20.00'	90°49'41"	31.70'	S12°55'39"E 28.49'
C25	106.50'	292°718"	54.75'	N43°36'50"W 54.15'
C26	106.50'	249°43'	5.26'	N27°28'20"E 5.26'
C27	106.50'	115°34'5"	22.11'	N20°06'36"W 22.07'
C28	106.50'	27°46'08"	51.62'	N00°16'39"W 51.11'
C32	1182.50'	307°44'	64.58'	S21°42'09"W 64.57'
C33	1182.50'	307°44'	64.58'	S24°21'54"W 64.57'
C34	1182.50'	352°51'	80.08'	S27°52'11"W 80.08'
C35	20.00'	91°50'55"	32.06'	S75°44'04"W 28.74'
C36	71.50'	321°70'1"	40.29'	N42°11'59"W 39.76'
C37	71.50'	141°51'3"	17.79'	N08°55'50"W 17.74'
C38	71.50'	252°44'0"	31.71'	N00°54'05"E 31.45'
C71	89.00'	39°39'53"	61.61'	N06°15'32"W 60.39'
C72	89.00'	321°70'1"	50.15'	N42°11'59"W 49.49'
C73	1200.00'	20°00'56"	419.21'	S22°28'43"W 417.08'
C74	1200.00'	19°11'16"	401.87'	S22°03'53"W 399.99'
C75	1200.00'	0°49'41"	17.34'	S32°04'21"W 17.34'
C76	1533.50'	13°46'45"	368.79'	S20°00'51"W 367.90'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L3	S32°29'12"W	18.84'
L4	S32°29'12"W	14.28'
L5	S26°03'28"E	9.92'
L6	N58°20'29"W	1.36'
L7	N13°36'25"E	11.86'
L18	N13°36'25"E	7.85'
L19	N58°20'29"W	1.17'
L20	N58°20'29"W	39.28'



LEGEND	
■	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
⊕	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET IN PLACE (P.C.P.) OR 5/8" IRON PIN AND CAP SET IN PLACE (P.C.P.) TO BE SET WITHIN ONE YEAR OF THE DATE THE PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES.
⊙	SEE NOTE #1
C8	INDICATES CURVE NUMBER IN CURVE TABLE
L3	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CL	INDICATES CHORD LENGTH
DB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS (FOOT)
(R)	INDICATES RADIAL LINE
PC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
ORA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYING PIPES
OTE	INDICATES GATE FACILITIES EASEMENT (RECORDED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTemplates PUTTING IN PLACE AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANTS, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR REMOVE SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SNE	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

PREPARED BY: **CFB** CLYDE FARMER BARLEY
SURVEYING
7413 ALFORD AVENUE - MOBILE, AL 36688
(205) 763-0100

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PJ # A25-0078 VOSO Unit 179 Final Plat

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number PJ # A25-0078 VOSO Unit 179 Final Plat

Owner/Applicant(s) The Villages Development Company, LLC

Acreage 20.63 +/-

Property Location The subject property is generally located north of Craig Court, east of Marsh Bend Trail, and west of Corbin Trail.

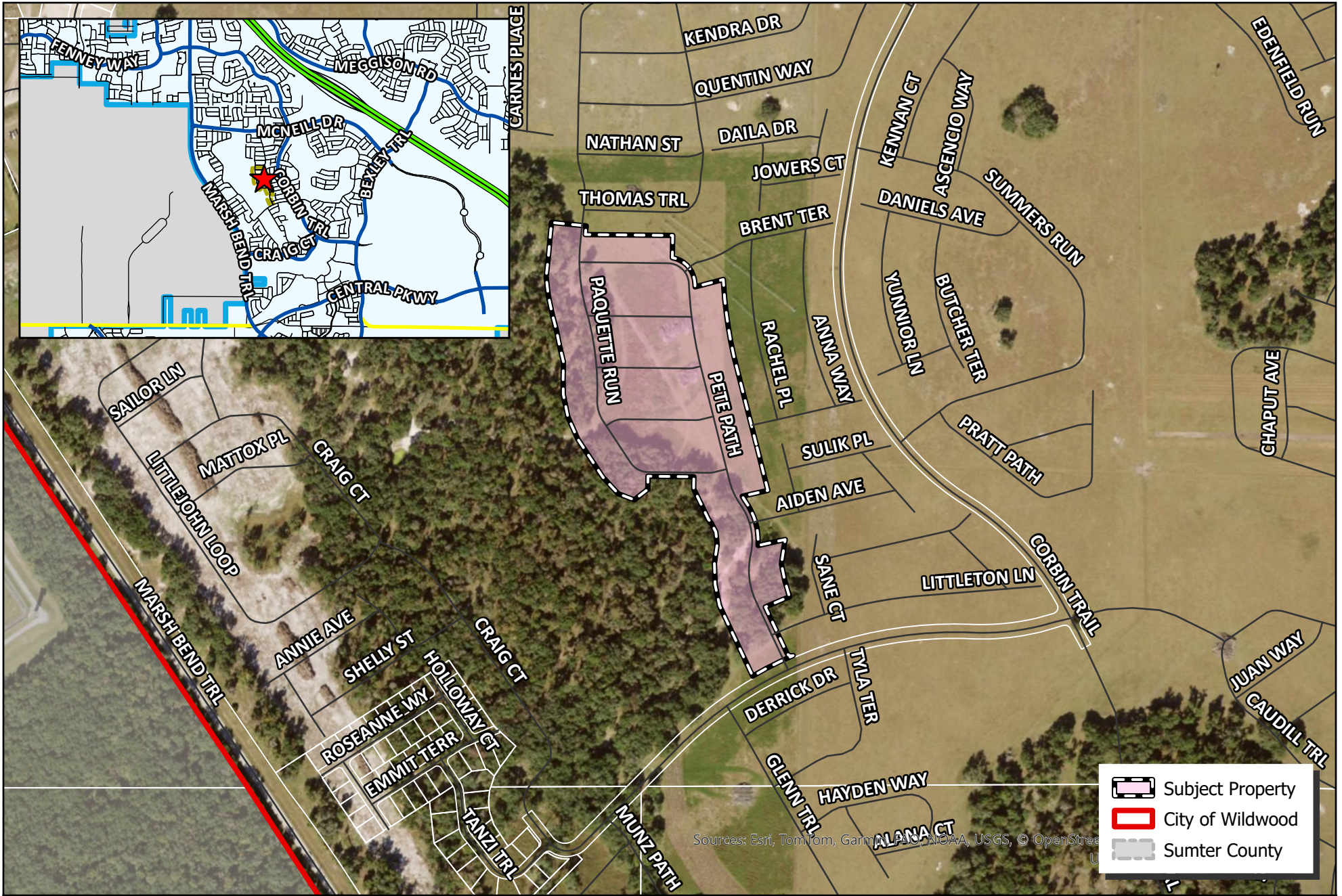
Parcel(s) K03-005

Date March 28, 2025

The applicant is seeking approval from the City Commission for The Villages of Southern Oaks (VOSO) Unit 179 Final Plat, consisting of 97 lots on 20.63 acres MOL, per the attached plans.

PJ # A25-0078 meets the criteria set forth within the F.S. 177, The Villages of Southern Oaks 163 Agreement, the Land Development Regulations, and is in line with the goals, policies, and objectives within the 2050 Comprehensive Plan.


McKenna Page
Planner
Development Services Department



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	N 0 0.10 0.20 0.40 0.60 Miles	PJ #A25-0078		MAP 1B
			VOSO - UNIT 179 FINAL PLAT		LOCATION
			PARCEL K03-005		MAP
					JAN 2025

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

VILLAGES OF SOUTHERN OAKS UNIT NO. 179

SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 1 OF 5

PLAT BOOK _____
PAGE _____

DEDICATION

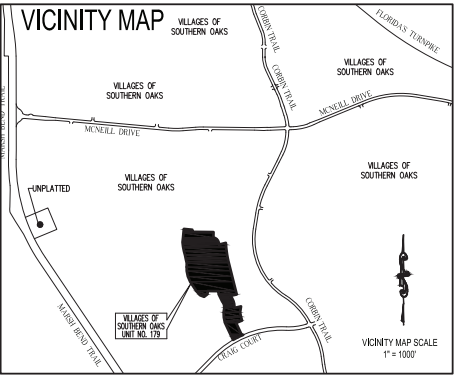
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED BY ME MAKE THIS PLAT, VILLAGES OF SOUTHERN OAKS UNIT NO. 179, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 15 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTLY CORNER OF TRACT 'A', VILLAGES OF SOUTHERN OAKS UNIT NO. 180, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 27, 27A THROUGH 27C, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID UNIT NO. 180 RUN 577'8"31"W, 518.52 FEET TO THE SOUTHWESTLY CORNER OF LOT 29 OF SAID UNIT NO. 180 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID PLATTED BOUNDARY RUN 541'07"29"E, 195.06 FEET; THENCE 577'8"31"W, 109.38 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTLY, HAVING A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF 532'47"E, 25.57 FEET TO WHICH A RADIAL LINE BEARS S052'57"17"W; THENCE SOUTHEASTLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 051'42"E, AN ARC DISTANCE OF 25.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39'22"58", AN ARC DISTANCE OF 194.07 FEET; THENCE ALONG A NON-TANGENT LINE RUN N77'18"31"E, 116.07 FEET; THENCE S08'41"27"W, 103.83 FEET; THENCE S11'40"31"E, 72.17 FEET; THENCE S15'43"00"E, 69.81 FEET; THENCE S68'54"28"W, 29.85 FEET; THENCE S07'00"57"W, 79.28 FEET; THENCE S20'03"51"E, 212.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88'27"54", AN ARC DISTANCE OF 30.88 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE SOUTHEASTLY AND HAVING A RADIUS OF 1660.00 FEET AND A CHORD BEARING AND DISTANCE OF S63'01"11"W, 189.55 FEET TO WHICH A RADIAL LINE BEARS N23'57"26"W; SAID POINT BEING ON THE NORTHWESTLY RIGHT OF WAY LINE OF SR40 COURT PER THE PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 180, AS RECORDED IN PLAT BOOK 22, PAGES 21, 21A THROUGH 21C, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06'27"46", A DISTANCE OF 198.65 FEET; THENCE DEPARTING SAID PLATTED BOUNDARY ALONG A NON-TANGENT LINE RUN N62'00"31"W, 30.48 FEET; THENCE N17'55"14"W, 86.21 FEET; THENCE N02'02"22"E, 88.94 FEET; THENCE N08'25"09"E, 78.50 FEET; THENCE N05'27"10"W, 52.81 FEET; THENCE N03'33"47"E, 36.57 FEET; THENCE N35'10"46"W, 25.42 FEET; THENCE N05'57"25"W, 140.83 FEET; THENCE N00'38"41"E, 50.71 FEET; THENCE N09'01"01"W, 190.68 FEET; THENCE S00'39"41"W, 54.56 FEET; THENCE S02'12"05"W, 71.85 FEET; THENCE N08'39"54"W, 71.45 FEET; THENCE N42'49"31"W, 84.22 FEET; THENCE N32'24"33"W, 190.00 FEET; THENCE N03'51"07"W, 101.87 FEET; THENCE N17'02"56"W, 95.13 FEET; THENCE N00'47"00"W, 67.08 FEET; THENCE N00'46"49"E, 67.53 FEET; THENCE N13'02"44"W, 67.53 FEET; THENCE N13'44"78", 67.46 FEET; THENCE N14'49"50"W, 69.89 FEET; THENCE N11'49"11"W, 79.92 FEET; THENCE N00'44"07"W, 78.86 FEET; THENCE N07'01"01"E, 79.76 FEET; THENCE N04'53"35"E, 77.33 FEET; THENCE N05'26"19"E, 70.00 FEET; THENCE S04'53"41"E, 145.00 FEET; THENCE S05'26"19"W, 36.16 FEET; THENCE S89'20"19"E, 36.68 FEET TO THE NORTHWEST CORNER OF LOT 11 OF ADDRESS PLAT OF UNIT NO. 180; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PLAT OF UNIT NO. 180 THE FOLLOWING TEN (10) COURSES: RUN S03'38"41"W, 92.58 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 114.00 FEET AND A CHORD BEARING AND DISTANCE OF S41'07"12"E, 142.47 FEET TO WHICH A RADIAL LINE BEARS N01'27"29"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 77'02"42", AN ARC DISTANCE OF 153.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1744.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02'28"17", AN ARC DISTANCE OF 14.35 FEET; THENCE ALONG A NON-TANGENT LINE RUN N79'20"59"E, 121.20 FEET; THENCE S04'33"45"E, 82.56 FEET; THENCE S05'59"47"E, 58.70 FEET; THENCE S08'59"01"E, 58.70 FEET; THENCE S10'01"11"E, 58.70 FEET; THENCE S41'07"29"E, 36.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.63 ACRES, MORE OR LESS.



NOTES:

1. BEARINGS ARE BASED ON THE SOUTHERLY BOUNDARY LINE OF VILLAGES OF SOUTHERN OAKS UNIT NO. 180 AS RECORDED IN PLAT BOOK 22, PAGES 27, 27A THROUGH 27C, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AS BEING 577'8"31"W.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
3. ALL DISTANCES SHOWN ARE IN FEET.
4. WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
5. LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
6. PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
7. ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN CONFORMANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
8. THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY ORSON PLACE UTILITY COMPANY, LLC, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICES FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY ORSON PLACE WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD; AND (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY.
9. THE TITLE OPTION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

REVIEWING SURVEYOR'S CERTIFICATE

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

SIGNATURE _____ DATE _____
RONALD M. HERR, P.L.S. 4807
MDE SURVEYING, INC. REGISTRATION NO.

VILLAGES OF SOUTHERN OAKS UNIT NO. 179 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 15

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) IN THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 179, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 15 (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENLIGHTENMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

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

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

WITNESSES: THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VOC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

SIGNATURE _____
PRINT NAME _____
7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS _____

SIGNATURE _____
PRINT NAME _____
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZIRO, AS MANAGER OF AND ON BEHALF OF VOC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

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

SEAL

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

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

MELANIE D. STROCKLAND
DEVELOPMENT SERVICES DIRECTOR

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

JESSICA BARNES
CITY CLERK

ED WOLF
MAYOR

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

PRINT NAME _____
CITY OF WILDWOOD, ATTORNEY

SIGNATURE _____
CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STROCKLAND

PUBLIC WORKS DIRECTOR
JEREMY HOCKENBURY

PRINT NAME _____
CITY OF WILDWOOD, ENGINEER

SIGNATURE _____
CITY OF WILDWOOD, ENGINEER

WITNESSES:

(1) SIGNATURE _____
PRINT NAME _____

7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS _____

(2) SIGNATURE _____
PRINT NAME _____

7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS _____

WITNESSES:

(1) SIGNATURE _____
PRINT NAME _____

3601 KIESSL ROAD
THE VILLAGES, FLORIDA 32163
MAILING ADDRESS _____

(2) SIGNATURE _____
PRINT NAME _____

7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZIRO, AS MANAGER OF AND ON BEHALF OF VOC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

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

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY SPENCER R. NOVAK, THE CHAIR OF VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 15, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

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

SEAL

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 179, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE _____ DAY OF _____, 20____. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
LICENSED BUSINESS NO. 8498

SEAL

KAYE M. JAMESON
REGISTRATION NO. 5912

DATE _____

CERTIFICATE OF CLERK

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

PLAT BOOK _____
PAGE _____

CLERK OF THE COURT IN AND
FOR SUMTER COUNTY, FLORIDA

PRINT NAME _____
DEPUTY CLERK

SIGNATURE _____
DEPUTY CLERK

SEAL

PREPARED BY: **CFB** CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(850) 746-0109 (LBB#68)

VILLAGES OF SOUTHERN OAKS

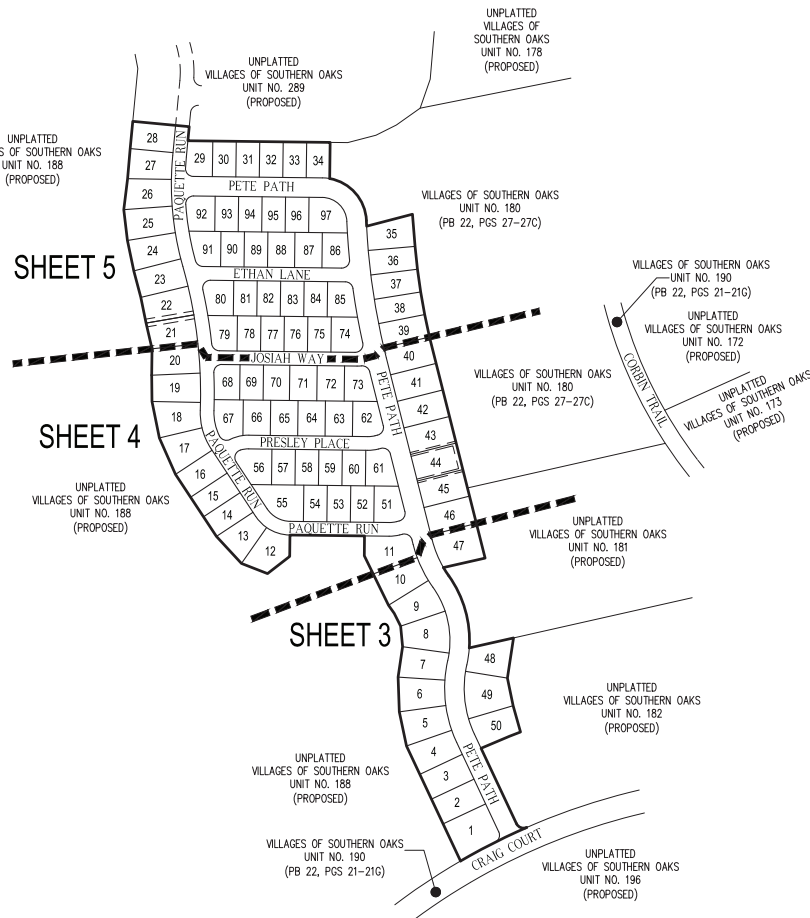
UNIT NO. 179

SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 5

PLAT BOOK _____
PAGE _____

KEY MAP



LEGEND

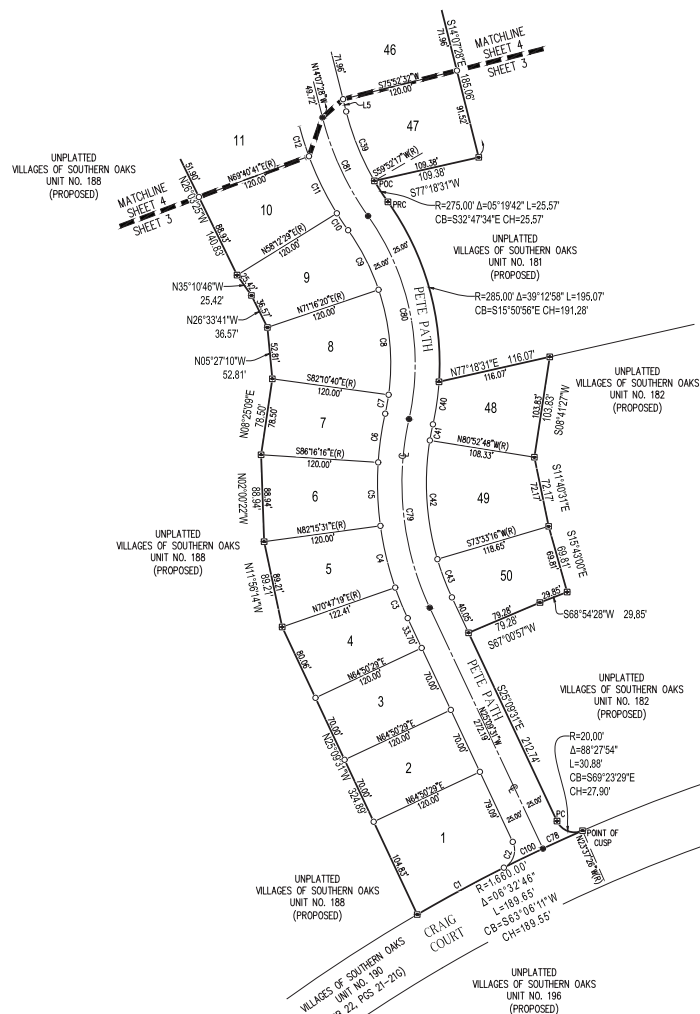
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (I.P. & C.)
- INDICATES P.S. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) (I.P. & C.) TO BE SET WITHIN ONE YEAR OF THE DATE THE PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES.
- (SEE NOTE #5)
- CS INDICATES CURVE NUMBER IN CURVE TABLE
- LP INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CS INDICATES CHORD BEARING
- CS INDICATES CHORD BEARING
- L INDICATES ARC LENGTH
- DBS INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIUS LENGTH
- PC INDICATES POINT OF COMPOUND CURVATURE
- PC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTINGUATES PUTTING IN A/C AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SOIL MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SOILAGE.

PREPARED BY:
 **CFB** SURVEYING
7413 ALFORD AVENUE - MOBILE, AL 36688
(205) 745-5128

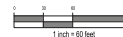
PLAT BOOK _____
PAGE _____

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1660.00	3°28'34"	10.72	S81°34'06"W	10.70
C2	325.00	86°27'54"	30.88	N19°04'26"E	27.90
C3	325.00	5°56'51"	33.54	S22°11'06"E	33.72
C4	325.00	1°28'12"	65.06	S13°28'35"E	64.95
C5	325.00	1°28'12"	65.06	S20°00'22"E	64.95
C6	325.00	8°52'47"	39.37	S08°01'07"E	50.32
C7	235.00	4°47'11"	19.63	N01°25'57"E	19.63
C8	235.00	26°33'00"	108.90	N65°27'10"E	107.92
C9	235.00	16°43'45"	68.62	N27°05'32"E	68.37
C10	325.00	3°39'54"	20.69	S33°37'28"E	20.79
C11	325.00	1°18'12"	65.06	S26°03'25"E	64.95
C12	325.00	6°11'50"	35.15	S71°33'25"E	35.14
C39	275.00	16°00'15"	78.81	S22°07'36"E	76.96
C40	285.00	8°50'58"	44.02	N08°11'02"E	43.98
C41	275.00	3°29'19"	16.24	S01°51'51"E	16.94
C42	275.00	25°33'55"	122.70	S03°39'46"E	121.69
C43	275.00	8°42'48"	41.82	S20°48'08"E	41.81
C78	1660.00	1°32'06"	44.47	S65°35'31"E	44.47
C79	300.00	3°46'02"	19.75	S06°16'30"E	19.49
C80	260.00	48°03'56"	218.11	N11°25'27"E	211.77
C81	300.00	2°19'57"	11.70	S24°42'27"E	11.05
C100	1660.00	1°32'06"	44.47	S84°26'48"E	44.47

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L5	S14°07'28"E	12.97'

[illegible]

PREPARED BY:  **CFB** | **CLYMER
FARMER
BARKLEY**
SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34206
(352) 748-3126 LB8498

PLAT BOOK _____
PAGE _____

UNPLATTED
VILLAGES OF
SOUTHERN OAKS
UNIT NO. 172
(PROPOSED)

UNPLATTED
VILLAGES OF
SOUTHERN OAK
UNIT NO. 173
(PROPOSED)

TRAIL

—

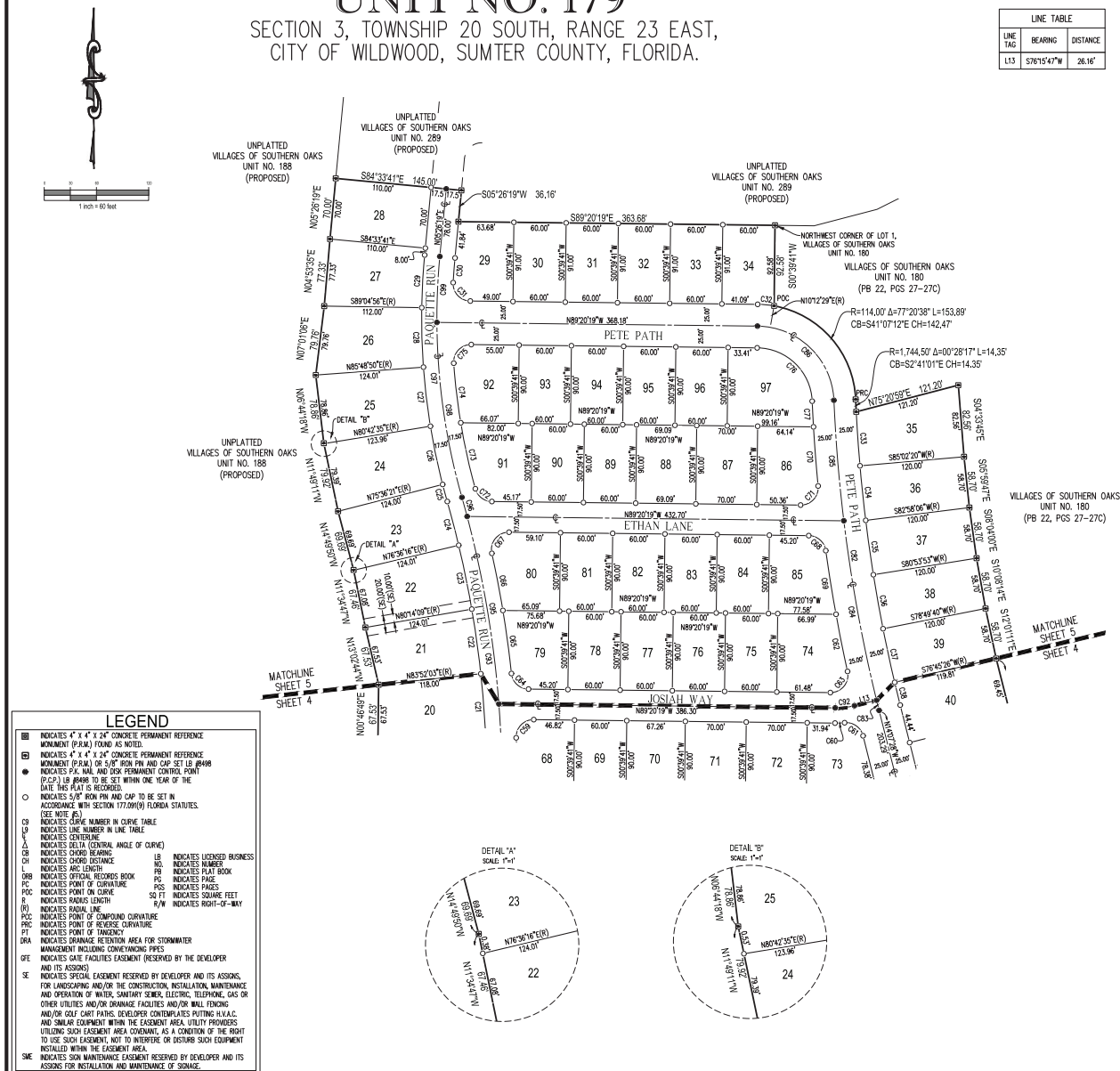
CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD BEARING	CHORD BEARING
011	325.00	112°18'11"	65.00	S30°25'25"	64.95
012	325.00	61°50'30"	35.15	N15°53'23"	35.15
013	20.00	90°00'00"	00.00	N90°00'28"	28.28
014	165.50	144°14'39"	27.48	N83°06'16"	27.41
015	165.50	144°34'30"	63.74	S72°11'34"	62.79
016	165.50	213°08'17"	40.22	S44°13'14"	39.98
017	167.50	202°02'06"	58.57	S32°32'29"	58.27
018	167.50	152°08'25"	45.24	N02°08'15"	45.07
019	1182.50	55°24'12"	20.02	N0°36'55"	20.10
020	1182.50	337°33'53"	74.95	N04°01'08"	74.93
021	1182.50	337°33'53"	74.95	N04°01'08"	74.93
022	1182.50	337°33'53"	74.95	N02°56'54"	74.93
023	1744.50	250°13'31"	63.04	S72°22'56"	63.03
024	1744.50	052°50'55"	26.85	S12°01'10"	26.85
025	275.00	16°00'15"	76.81	S22°07'36"	76.56
026	275.00	16°00'15"	76.81	S22°07'36"	76.56
027	71.50	144°14'39"	27.48	N83°06'16"	27.41
028	71.50	144°14'39"	27.48	N83°06'16"	27.41
029	71.50	144°14'39"	27.48	N83°06'16"	27.41
030	71.50	144°14'39"	27.48	N83°06'16"	27.41
031	71.50	144°14'39"	27.48	N83°06'16"	27.41
032	71.50	144°14'39"	27.48	N83°06'16"	27.41
033	71.50	144°14'39"	27.48	N83°06'16"	27.41
034	71.50	144°14'39"	27.48	N83°06'16"	27.41
035	71.50	144°14'39"	27.48	N83°06'16"	27.41
036	71.50	144°14'39"	27.48	N83°06'16"	27.41
037	71.50	144°14'39"	27.48	N83°06'16"	27.41
038	71.50	144°14'39"	27.48	N83°06'16"	27.41
039	71.50	144°14'39"	27.48	N83°06'16"	27.41
040	71.50	144°14'39"	27.48	N83°06'16"	27.41
041	71.50	144°14'39"	27.48	N83°06'16"	27.41
042	71.50	144°14'39"	27.48	N83°06'16"	27.41
043	71.50	144°14'39"	27.48	N83°06'16"	27.41
044	71.50	144°14'39"	27.48	N83°06'16"	27.41
045	71.50	144°14'39"	27.48	N83°06'16"	27.41
046	71.50	144°14'39"	27.48	N83°06'16"	27.41
047	71.50	144°14'39"	27.48	N83°06'16"	27.41
048	71.50	144°14'39"	27.48	N83°06'16"	27.41
049	71.50	144°14'39"	27.48	N83°06'16"	27.41
050	71.50	144°14'39"	27.48	N83°06'16"	27.41
051	71.50	144°14'39"	27.48	N83°06'16"	27.41
052	71.50	144°14'39"	27.48	N83°06'16"	27.41
053	71.50	144°14'39"	27.48	N83°06'16"	27.41
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058	71.50	144°14'39"	27.48	N83°06'16"	27.41
059	71.50	144°14'39"	27.48	N83°06'16"	27.41
060	71.50	144°14'39"	27.48	N83°06'16"	27.41
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062	71.50	144°14'39"	27.48	N83°06'16"	27.41
063	71.50	144°14'39"	27.48	N83°06'16"	27.41
064	71.50	144°14'39"	27.48	N83°06'16"	27.41
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066	71.50	144°14'39"	27.48	N83°06'16"	27.41
067	71.50	144°14'39"	27.48	N83°06'16"	27.41
068	71.50	144°14'39"	27.48	N83°06'16"	27.41
069	71.50	144°14'39"	27.48	N83°06'16"	27.41
070	71.50	144°14'39"	27.48	N83°06'16"	27.41
071	71.50	144°14'39"	27.48	N83°06'16"	27.41
072	71.50	144°14'39"	27.48	N83°06'16"	27.41
073	71.50	144°14'39"	27.48	N83°06'16"	27.41
074	71.50	144°14'39"	27.48	N83°06'16"	27.41
075	71.50	144°14'39"	27.48	N83°06'16"	27.41
076	71.50	144°14'39"	27.48	N83°06'16"	27.41
077	71.50	144°14'39"	27.48	N83°06'16"	27.41
078	71.50	144°14'39"	27.48	N83°06'16"	27.41
079	71.50	144°14'39"	27.48	N83°06'16"	27.41
080	71.50	144°14'39"	27.48	N83°06'16"	27.41
081	71.50	144°14'39"	27.48	N83°06'16"	27.41
082	71.50	144°14'39"	27.48	N83°06'16"	27.41
083	71.50	144°14'39"	27.48	N83°06'16"	27.41
084	71.50	144°14'39"	27.48	N83°06'16"	27.41
085	71.50	144°14'39"	27.48	N83°06'16"	27.41
086	71.50	144°14'39"	27.48	N83°06'16"	27.41
087	71.50	144°14'39"	27.48	N83°06'16"	27.41
088	71.50	144°14'39"	27.48	N83°06'16"	27.41
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090	71.50	144°14'39"	27.48	N83°06'16"	27.41
091	71.50	144°14'39"	27.48	N83°06'16"	27.41
092	71.50	144°14'39"	27.48	N83°06'16"	27.41
093	71.50	144°14'39"	27.48	N83°06'16"	27.41
094	71.50	144°14'39"	27.48	N83°06'16"	27.41
095	71.50	144°14'39"	27.48	N83°06'16"	27.41
096	71.50	144°14'39"	27.48	N83°06'16"	27.41
097	71.50	144°14'39"	27.48	N83°06'16"	27.41
098	71.50	144°14'39"	27.48	N83°06'16"	27.41
099	71.50	144°14'39"	27.48	N83°06'16"	27.41
100	71.50	144°14'39"	27.48	N83°06'16"	27.41

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PLAT	BOOK
PAGE	

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L13	S76°15'47"W	26.16'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C21	1182.50	337°53'	74.95	N09°49'57"W	74.93
C22	1182.50	337°53'	74.95	N07°56'54"W	74.93
C23	1182.50	337°53'	74.95	N11°34'47"W	74.93
C24	1182.50	230°56'	51.92	N14°31'17"W	51.91
C25	767.50	131°00'	20.32	S15°09'26"E	20.32
C26	767.50	131°04'	68.37	S15°03'32"E	68.35
C27	767.50	50°61'	68.37	S06°04'18"E	68.35
C28	767.50	50°61'	68.37	S08°38'03"E	68.35
C29	767.50	43°15'	60.56	S03°10'41"W	60.54
C30	732.50	21°38'	28.47	S04°19'30"W	28.47
C31	20.00	92°35'00"	32.31	S43°05'49"E	28.91
C32	114.00	93°28'48"	18.99	N84°33'55"E	18.97
C33	174.00	202°31'	62.17	S10°36'25"E	62.17
C34	174.00	204°13'	63.04	S05°59'47"E	63.03
C35	174.00	204°13'	63.04	S00°04'00"E	63.03
C36	174.00	204°13'	63.04	S10°08'45"E	63.03
C37	174.00	204°13'	63.04	S12°22'27"E	63.03
C38	174.00	05°55'	26.85	S13°10'19"E	26.85
C39	20.00	83°08'41"	32.51	S44°05'20"E	29.95
C40	106.50	5°56'41"	11.02	N48°17'50"E	11.01
C41	20.00	81°08'32"	28.32	N54°14'44"W	28.02
C42	174.00	208°14'	66.94	S11°23'16"E	66.94
C43	20.00	103°04'04"	55.99	N30°06'09"E	31.33
C44	20.00	83°22'04"	29.10	S47°39'14"E	26.08
C45	121.75	382°20'	73.10	N04°28'14"E	73.10
C46	121.75	398°39'	66.81	N08°35'50"E	66.80
C47	20.00	103°12'52"	36.43	S03°05'15"E	31.55
C48	20.00	81°23'05"	28.01	N49°38'46"W	28.00
C49	174.00	221°55'	74.08	S09°08'11"E	74.08
C50	174.00	221°55'	74.08	S04°28'41"E	68.10
C51	20.00	96°17'38"	33.59	S42°32'33"E	29.03
C52	20.00	79°25'25"	25.78	S32°52'07"E	24.78
C53	732.50	6°04'20"	77.63	S12°22'44"E	77.59
C54	732.50	52°33'	68.96	S06°45'45"E	68.94
C55	20.00	94°14'56"	36.96	S43°18'53"W	28.92
C56	64.00	08°56'32"	97.06	N45°53'36"E	88.02
C57	174.00	50°34'34"	29.53	S02°50'10"E	29.53
C58	176.90	11°40'36"	360.62	S08°17'02"E	359.84
C59	176.90	07°25'15"	11.97	S13°56'50"E	11.97
C60	176.90	07°25'17"	209.67	S10°02'32"E	209.67
C61	176.90	42°29'	138.97	S04°04'32"E	138.97
C62	86.00	88°54'28"	134.97	N45°53'36"E	122.84
C63	86.00	127°45'44"	22.28	N83°27'44"E	22.31
C64	120.00	18°00'40"	37.32	N05°41'04"E	37.31
C65	120.00	102°48'	218.80	N09°36'02"W	218.85
C66	120.00	105°15'	22.77	N15°02'53"E	22.77
C67	750.00	21°08'24"	279.48	N05°14'10"E	277.78
C68	750.00	15°32'32"	203.63	N08°05'58"E	203.04
C69	750.00	9°47'36"	75.83	S02°32'31"W	75.83



CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PJ #A25-0163 Middleton Unit 8 Final Plat

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number A25-0163 Middleton Unit 8 Final Plat

Owner/Applicant(s) The Villages Development Company, LLC

Acreage 33.08 +/-

Property Location The subject property is generally located approximately 1.22 miles south of E C 470, approximately 4.15 miles west of the Florida Turnpike, and approximately 4.08 miles east of S US 301.

Parcel(s) K15-006

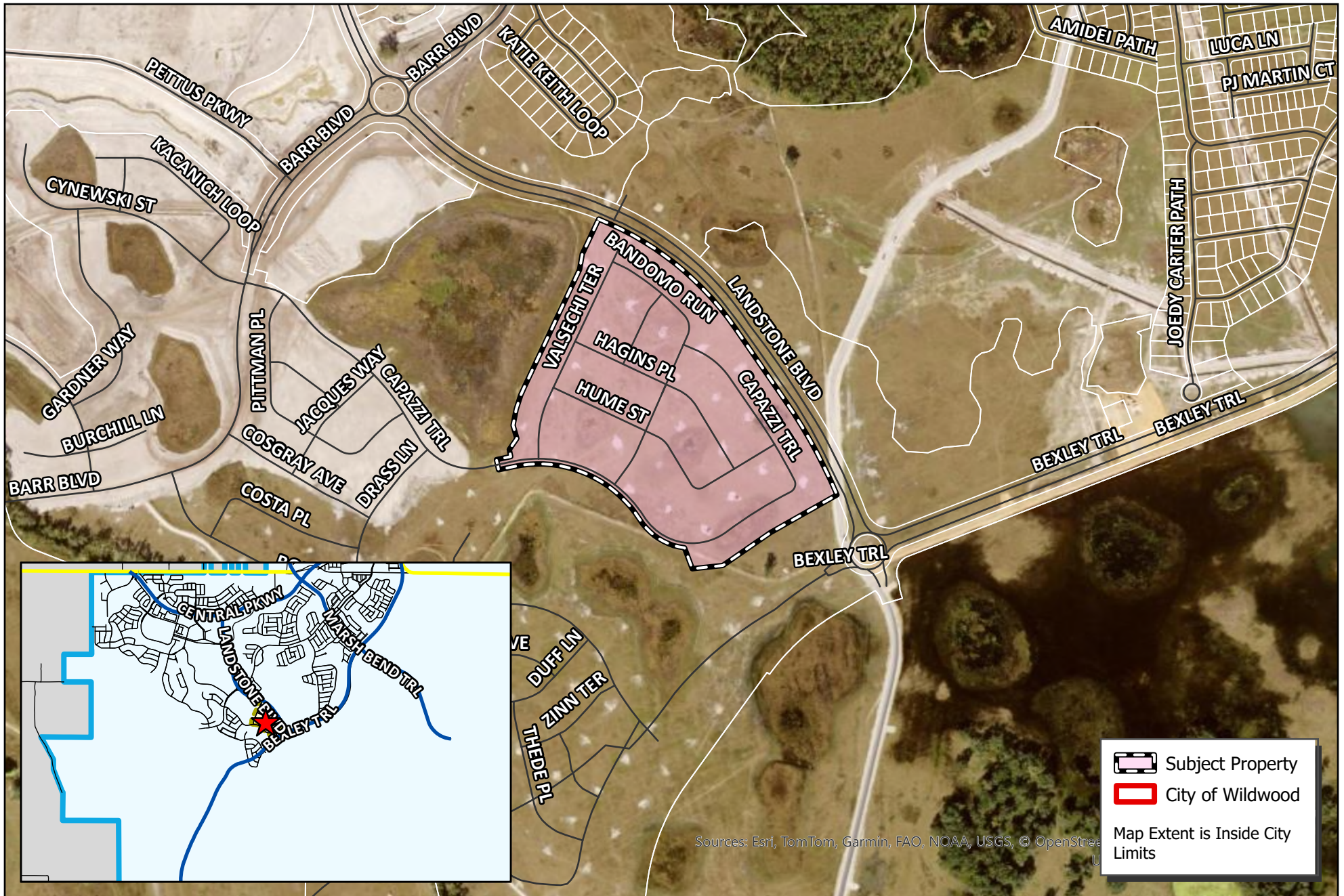
Date April 4, 2025

The applicant is seeking approval from the City Commission for the Middleton Unit 8 Final Plat with The Villages of Southern Oaks, a subdivision consisting of 148 lots and 2 tracts, per the attached plans.

A25-0163 meets the criteria set forth within the F.S. 177, The Villages Chapter 163 Agreement, the Land Development Regulations, and is in line with the goals, objectives, and policies, within the 2050 Comprehensive Plan.



Amanda Bondi
Planner II, Development Services



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	N 0 0.1020.040.060.08 Miles	PJ #A25-0163 MIDDLETON UNIT 8 FINAL PLAT PARCEL K15-006	MAP 1B LOCATION MAP FEB 2025
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CONVEYANCE, CONDITIONS, INSTRUCTIONS
AND EASEMENTS OF THE SUBDIVISION
ARE TO BE RECORDED IN THE PUBLIC
RECORDS OF SUMTER COUNTY, FLORIDA,
OF BOOK _____ PAGE _____

MIDDLETON UNIT NO. 8

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 1 OF 6

PLAT BOOK _____
PAGE _____

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF TRACT "J" PER PLAT OF MIDDLETON UNIT NO. 3 AS RECORDED IN PLAT BOOK 21, PAGES 6, 6A THROUGH 670; PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD PER PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 202 AS RECORDED IN PLAT BOOK 20, PAGES 38A THROUGH 38F, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT ALSO BEING ON THE ARC OF A CURVE NORTHERLY AND HAVING A RADIUS OF 1,100.00 FEET AND A CHORD BEARING AND DISTANCE OF S71°49'30"E, 311.55 FEET TO WHICH A RADIAL LINE BEARS S20°16'37"W, THE FOLLOWING THREE (3) COURSES BEING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 167°20'27", A DISTANCE OF 332.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,450.00 FEET, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°44'37", A DISTANCE OF 207.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°38'39", A DISTANCE OF 851.44 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE NORTHWESTERLY LINE OF LANDSTONE BOULEVARD PER PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 206 AS RECORDED IN PLAT BOOK 20, PAGES 54, 54A THROUGH 54F, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD RUN S43°43'37"E, 424.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,200.00 FEET, THENCE S30°16'45"W, 196.90 FEET TO SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°42'17", AN ARC DISTANCE OF 516.84 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND ALONG A NON-TANGENT LINE RUN S62°52'57"W, 386.39 FEET, THENCE S59°27'47"W, 279.23 FEET, THENCE S83°54'42"W, 147.60 FEET, THENCE N20°34'28"W, 106.74 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET AND A CHORD BEARING AND DISTANCE OF N57°32'37"W, 254.04 FEET TO WHICH A RADIAL LINE BEARS S07°17'48"W, 106.74 FEET TO A POINT ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°17'22", AN ARC DISTANCE OF 263.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 575.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°47'54", AN ARC DISTANCE OF 700.47 FEET TO THE POINT OF TANGENCY, THENCE S77°47'16"W, 72.38 FEET, THENCE N12°24'44"W, 30.00 FEET, THENCE N77°47'16"E, 70.78 FEET, THENCE N12°24'44"W, 34.04 FEET, THENCE N40°23'53"E, 64.52 FEET, THENCE N16°19'40"W, 66.30 FEET, THENCE N10°19'16"E, 77.21 FEET, THENCE N17°51'45"E, 71.28 FEET, THENCE N20°18'12"E, 44.46 FEET, THENCE N25°12'57"E, 622.17 FEET, THENCE N09°50'12"E, 76.08 FEET, THENCE N25°12'57"E, 185.62 FEET TO THE POINT OF BEGINNING.

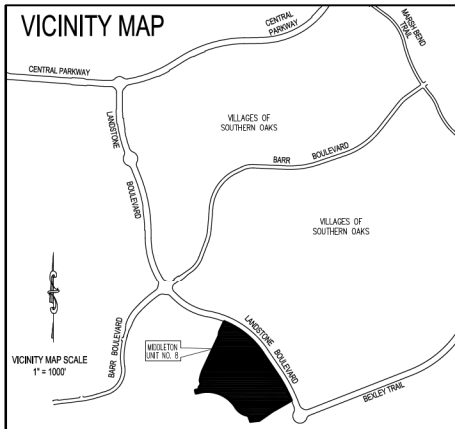
CONTAINING 33.08 ACRES, MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED ON THAT PORTION OF THE SOUTHERLY RIGHT OF WAY OF LANDSTONE BOULEVARD PER VILLAGES OF SOUTHERN OAKS UNIT NO. 202 AS RECORDED IN PLAT BOOK 20, PAGES 38, 38A THROUGH 38F, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA WITH A CHORD BEARING OF S71°49'30"E AS INDICATED ON SHEET 5.
- 2) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 3) ALL DISTANCES SHOWN ARE IN FEET.
- 4) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 5) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- 6) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- 7) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- 8) TRACT "A" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- 9) TRACT "B" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- 10) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITE; (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD; (E) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (F) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT A OF THE SUBDIVISION; AND (G) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT B OF THE SUBDIVISION.
- 11) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

PREPARED BY:

CFB CLYMER
FARNER
BARLEY
SURVEYING
7413 ALFORD AVENUE, WILDMOUNT, FL 34762
(850) 746-3129 158668



148 LOTS - 2 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED BY 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.

MIDDLETON UNIT NO. 8 CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A" AND "B" AND THE ROADWAYS SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 8, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT). (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, OR CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

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

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS EXPRESSED THE CONVEYANCE HAS BEEN COMPLETED.

WITNESSES:

SIGNATURE _____
PRINT NAME _____
7580 MIDDLETON DRIVE
WILDMOUNT, FLORIDA 34762
MAILING ADDRESS _____

BY: MARTIN L. DZURO, MANAGER

SIGNATURE:

SIGNATURE _____
PRINT NAME _____
7413 ALFORD AVENUE
WILDMOUNT, FLORIDA 34762
MAILING ADDRESS _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

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

SEAL

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

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

MELANIE D. STICKLAND
DEVELOPMENT SERVICES DIRECTOR

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

JESSICA BARNES
CITY CLERK

ED WOLF
CITY CLERK

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

PRINT NAME _____
CITY OF WILDWOOD, ATTORNEY

SIGNATURE _____
CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STICKLAND

PUBLIC WORKS DIRECTOR
JEREMY HOCKENBURY

PRINT NAME _____
CITY OF WILDWOOD, ENGINEER

SIGNATURE _____
CITY OF WILDWOOD, ENGINEER

REVIEWING SURVEYOR'S CERTIFICATE

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

SIGNATURE _____
RONALD W. HERR, P.L.S.
MADE SURVEYING, INC.

DATE _____
4807
REGISTRATION NO. _____

SF&I

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 8, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC, AND DEDICATES TRACTS "A" AND "B" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

WITNESSES:

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

(1) SIGNATURE _____
PRINT NAME _____
7580 MIDDLETON DRIVE
WILDMOUNT, FLORIDA 34762
MAILING ADDRESS _____

(2) SIGNATURE _____
PRINT NAME _____
MARTIN L. DZURO, MANAGER

7413 ALFORD AVENUE
WILDMOUNT, FLORIDA 34762
MAILING ADDRESS _____

WITNESSES:

MIDDLETON COMMUNITY DEVELOPMENT
DISTRICT A
BY: JOSEPH RICCARDI, JR., CHAIR

(1) SIGNATURE _____
PRINT NAME _____
3601 WESSLER ROAD
WILDMOUNT, FLORIDA 32163
MAILING ADDRESS _____

(2) SIGNATURE _____
PRINT NAME _____
7413 ALFORD AVENUE
WILDMOUNT, FLORIDA 34762
MAILING ADDRESS _____

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME _____
COMMISSION NO. _____
COMMISSION EXPIRES: _____

SF&I

STATE OF FLORIDA
COUNTY OF SUMTER

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

NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME _____
COMMISSION NO. _____
COMMISSION EXPIRES: _____

SEAL

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 8, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE _____ DAY OF _____, 20____. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
7413 ALFORD AVENUE
WILDMOUNT, FLORIDA 34762
LICENSED BUSINESS NO. 64988

RAVE M. JAMISON
REGISTRATION NO. 5912

DATE _____

CERTIFICATE OF CLERK

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

CLERK OF THE COURT IN AND
FOR SUMTER COUNTY, FLORIDA

PRINT NAME _____
JUDY CLERK

SIGNATURE _____
JUDY CLERK

MIDDLETON UNIT NO. 8

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 6

PLAT BOOK _____
PAGE _____

KEY MAP

1 inch = 100 feet

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	80,049	1.838
B	70	0.002

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LSI #4988
- INDICATES P.A. WALL AND 100% PERMANENT CONTROL POINT (P.C.P.) LSI #4988 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES. (SEE NOTE #1.)
- CS INDICATES CURVE NUMBER IN CURVE TABLE
- LI INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- OS INDICATES OCHORD BEARING
- ON INDICATES OCHORD BEARING
- LI INDICATES LICENSED BUSINESS
- NO INDICATES NUMBER
- PM INDICATES PLAT BOOK
- PC INDICATES POINT OF CURVATURE
- PS INDICATES PAGES
- PC INDICATES POINT ON CURVE
- PS INDICATES SQUARE FEET
- R INDICATES RADIUS LENGTH
- R/W INDICATES RIGHT-OF-WAY
- RT INDICATES RADIAL LINE
- PC INDICATES POINT OF COMPOUND CURVATURE
- PT INDICATES POINT OF TANGENCY
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GE INDICATES GATE FACILITIES EXISTENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTINGUATES PUTTING A V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DETRIMENT SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SNE INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

PREPARED BY:



CFB
SURVEYING
7413 ALFORD AVENUE • MIDDLETON, FL 34202
(850) 235-0808

CLYMER
FARNER
BARLEY

MIDDLETON UNIT NO. 8

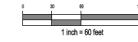
SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 3 OF 6

PLAT BOOK _____
PAGE _____



TRACT	SQ. FT.	ACREAGE
A	80,049	1.838
B	70	0.002



CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C7	1405.00'	51°14'	130.06'	N65°40'41"W	130.02'
C8	1405.00'	37°00'	84.19'	N59°52'51"W	84.18'
C9	20.00'	90°00'00"	31.42'	S19°47'01"E	20.00'
C10	267.50'	67°29'18"	30.29'	N61°32'23"W	30.28'
C11	267.50'	01°13'33"	0.90'	N58°11'57"W	0.90'
C12	1317.50'	23°52'57"	58.61'	N56°49'42"W	58.61'
C13	1405.00'	23°56'09"	63.82'	N56°51'46"W	63.81'
C14	1405.00'	23°56'38"	63.61'	N54°15'52"W	63.60'
C15	1317.50'	23°52'22"	59.54'	N54°15'33"W	59.54'
C16	1317.50'	23°52'22"	59.54'	N51°40'12"W	59.54'
C17	1405.00'	23°56'38"	63.61'	N51°40'14"W	63.60'
C18	1405.00'	23°56'38"	63.61'	N49°04'36"W	63.60'
C19	1317.50'	23°52'22"	59.54'	N49°04'50"W	59.54'
C20	1317.50'	23°52'22"	59.54'	N46°28'28"W	59.54'
C21	1405.00'	23°56'38"	63.61'	N46°28'58"W	63.60'
C22	1405.00'	23°57'12"	69.97'	N43°45'32"W	69.96'
C23	1317.50'	23°56'09"	49.45'	N44°07'17"W	49.44'
C24	106.50'	45°58'26"	9.28'	N40°33'04"W	9.27'
C25	106.50'	31°26'34"	58.45'	N22°20'04"W	57.71'
C26	1405.00'	57°00'50"	122.95'	N39°49'31"W	122.91'
C27	114.00'	30°46'42"	60.24'	N08°31'35"E	59.55'
C28	20.00'	90°00'00"	31.42'	S20°20'04"E	20.00'
C29	392.50'	31°15'35"	21.87'	N64°44'17"W	21.87'
C30	392.50'	83°15'45"	58.43'	N58°52'36"W	58.38'
C31	1405.00'	24°44'34"	67.26'	N35°56'49"W	67.25'
C32	20.00'	90°00'00"	31.42'	S70°12'59"W	20.00'
C33	20.00'	88°26'57"	30.87'	N20°33'33"W	27.90'
C34	20.00'	90°00'00"	31.42'	S19°47'01"E	20.00'

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C35	20.00'	90°00'00"	31.42'	S70°12'59"W	20.00'
C36	232.50'	6°40'51"	21.11'	N61°26'36"W	27.09'
C37	1282.50'	2°41'01"	60.07'	N56°45'40"W	60.07'
C38	1282.50'	47°00'55"	93.30'	N53°20'07"W	93.28'
C39	20.00'	91°42'08"	32.01'	N55°24'00"W	28.70'
C40	167.50'	61°43'11"	18.25'	S37°19'48"W	18.24'
C41	167.50'	8°59'34"	26.29'	S29°42'46"W	26.26'
C42	20.00'	90°00'00"	31.42'	N70°12'59"E	28.28'
C43	20.00'	90°00'00"	31.42'	S19°47'01"E	28.28'
C44	132.50'	02°28'01"	1.08'	S25°28'59"W	1.08'
C45	137.50'	14°46'04"	14.15'	S33°04'09"W	14.06'
C46	20.00'	91°42'08"	32.01'	S86°18'07"W	28.70'
C47	1282.50'	2°25'06"	76.52'	N46°08'16"W	76.50'
C48	1282.50'	12°26'56"	30.94'	N43°44'15"W	30.94'
C49	71.50'	66°42'43"	83.25'	N09°41'25"W	78.63'
C50	20.00'	91°33'03"	31.96'	N09°26'27"E	28.66'
C51	20.00'	90°00'00"	31.42'	S68°39'56"W	28.28'
C52	357.50'	6°15'34"	39.06'	N63°12'17"W	39.04'
C53	357.50'	11°57'44"	74.64'	N54°05'38"W	74.50'
C54	20.00'	88°26'57"	30.87'	S20°33'33"E	27.90'
C55	20.00'	91°33'03"	31.96'	S69°26'27"E	28.66'
C56	375.00'	31°45'32"	207.86'	N50°27'16"W	205.21'
C57	88.00'	66°42'43"	103.63'	N09°41'25"W	97.87'
C58	1300.00'	15°03'24"	341.62'	N50°34'29"W	340.64'
C59	1300.00'	6°30'10"	147.54'	N46°17'32"W	147.46'
C60	1300.00'	8°53'14"	194.08'	N53°49'33"W	193.90'
C61	250.00'	6°40'51"	29.15'	N61°26'36"W	29.13'
C62	150.00'	15°14'05"	39.88'	S32°50'01"W	39.77'
C63	1405.00'	1°25'43"	35.03'	N62°18'42"W	35.03'
C64	1403.00'	0°42'56"	17.52'	N61°57'02"W	17.52'
C65	1403.00'	0°42'55"	17.51'	N62°39'33"W	17.51'

LINE TAG	BEARING	DISTANCE
L5	N51°17'01"W	23.47'
L6	N83°23'17"E	7.50'
L7	N23°39'36"E	11.69'
L8	N66°20'04"W	23.31'
L9	N64°47'01"W	23.47'
L10	S40°27'04"W	38.63'
L11	S40°27'04"W	38.63'
L12	N66°20'04"W	23.31'
L13	S46°47'01"E	22.04'
L14	S64°47'01"E	20.01'

- LEGEND**
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.P.M.) 10000 AC NOTED.
 - INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.P.M.) OR 5/8" IRON PIN AND CAP SET TO BE WITHIN ONE YEAR OF THE DATE THIS PLAT IS REQUIRED.
 - INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.08(9), FLORIDA STATUTES. (SEE NOTE 6.)
 - INDICATES CURVE NUMBER IN CURVE TABLE.
 - INDICATES LINE NUMBER IN LINE TABLE.
 - INDICATES CENTERLINE.
 - INDICATES BEARING (CENTRAL ANGLE OF CURVE).
 - INDICATES CHORD BEARING.
 - INDICATES CHORD LENGTH.
 - INDICATES OFFICIAL RECORDS BOOK.
 - INDICATES POINT OF CURVATURE.
 - INDICATES POINT ON CURVE.
 - INDICATES RADIAL LINE.
 - INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTemplates PUTTING IN A.C. AND SINKING EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
 - INDICATES 300' SIDE MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF DRAINAGE.

PREPARED BY: **CFB SURVEYING**
CLYMER FARNER BARLEY
7413 ALFORD AVENUE - MIDDLETON, FL 34052
(813) 978-1088

MIDDLETON UNIT NO. 8

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

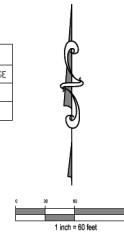
SHEET 4 OF 6

PLAT BOOK _____
PAGE _____

R = 1,450.00'
Δ = 33°38'39"
L = 851.44'
CB = S51°23'52"E
CH = 839.26'

VILLAGES OF SOUTHERN OAKS
UNIT NO. 202
PLAT BOOK 20, PAGES 38-39F

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	80,049	1.838
B	70	0.002



CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C25	106.50'	31°26'34"	S68.45°W	57.71'
C26	1405.00'	5°00'50"	N39°49'31"W	122.91'
C27	114.00'	30°16'42"	N08°31'35"E	58.55'
C28	20.00'	90°00'00"	S21°20'04"E	28.28'
C29	392.50'	3°11'35"	N64°44'17"W	21.87'
C30	392.50'	8°31'45"	N58°52'36"W	58.38'
C31	1405.00'	2°44'34"	N35°56'40"W	67.25'
C32	392.50'	8°31'45"	N50°20'51"W	58.37'
C33	392.50'	8°31'45"	N41°49'08"W	58.38'
C34	392.50'	2°58'41"	N36°03'53"W	20.40'
C35	2502.50'	0°46'32"	N34°11'17"W	33.87'
C36	2485.00'	0°46'38"	N34°10'13"W	35.15'
C37	2485.00'	1°25'48"	N33°03'00"W	62.03'
C38	2502.50'	1°22'06"	N33°08'58"W	58.76'
C39	2502.50'	1°22'06"	N31°44'52"W	58.76'
C40	2485.00'	1°25'48"	N31°37'12"W	62.02'
C41	2485.00'	1°25'48"	N30°11'24"W	62.02'
C42	2502.50'	1°22'06"	N30°22'47"W	58.76'
C43	2502.50'	1°22'06"	N29°00'41"W	58.76'
C44	2485.00'	1°25'47"	N28°45'36"W	62.01'
C45	2485.00'	1°25'47"	N27°19'49"W	62.01'
C46	2502.50'	1°22'06"	N27°38'36"W	58.76'
C47	2502.50'	0°12'32"	N26°51'17"W	9.12'
C48	60.00'	39°56'58"	N06°46'32"W	40.99'
C49	2485.00'	3°06'57"	N25°02'27"W	135.12'
C50	2485.00'	0°44'38"	N23°07'29"W	32.50'
C51	60.00'	47°01'20"	N36°42'37"E	47.87'
C52	60.00'	2°41'32"	N61°34'02"E	2.82'
C53	2115.00'	1°34'28"	S62°07'35"W	58.10'
C54	2115.00'	1°41'37"	S60°29'34"W	62.51'
C55	2115.00'	1°41'37"	S58°47'53"W	62.51'
C56	2115.00'	1°41'37"	S57°06'21"W	62.51'
C57	2115.00'	1°41'37"	S55°24'44"W	62.51'
C58	20.00'	90°00'00"	N20°33'33"W	27.90'
C59	71.50'	66°42'43"	N09°41'25"W	78.63'
C60	20.00'	91°33'03"	N09°26'27"E	28.66'
C61	20.00'	90°00'00"	S68°39'56"W	28.28'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C97	357.50'	6°15'34"	69.63'	N63°07'19"E	39.04'
C98	357.50'	11°57'44"	74.64'	N54°05'38"W	74.50'
C99	357.50'	11°57'44"	74.64'	N42°07'54"W	74.50'
C100	357.50'	1°34'30"	9.83'	N35°21'47"W	9.84'
C101	2467.50'	10°27'27"	44.41'	N34°00'49"W	48.41'
C102	2467.50'	11°41'	51.84'	N32°48'15"W	55.75'
C103	20.00'	91°02'12"	0.10'	N32°17'41"E	28.54'
C104	20.00'	90°00'00"	0.12'	S36°07'13"E	28.28'
C105	217.50'	10°23'21"	39.44'	N36°18'53"W	39.38'
C106	217.50'	15°02'45"	57.12'	N49°01'56"W	56.95'
C107	217.50'	8°13'42"	31.42'	N60°40'10"W	31.21'
C108	20.00'	88°26'57"	0.89'	S20°33'33"E	27.86'
C109	20.00'	91°33'03"	0.97'	S69°26'27"W	28.66'
C110	182.50'	15°00'02"	47.78'	N57°17'00"W	47.64'
C111	182.50'	18°39'46"	58.45'	N40°27'06"W	58.18'
C112	20.00'	90°00'00"	0.12'	N13°52'47"E	28.28'
C113	20.00'	90°43'09"	0.13'	N17°45'39"W	28.46'
C114	2467.50'	1°37'13"	69.78'	N29°35'28"W	69.77'
C115	2467.50'	2°01'50"	87.45'	N27°45'56"W	87.44'
C116	25.00'	89°39'50"	39.18'	N18°04'33"E	35.25'
C117	2150.00'	1°27'10"	58.51'	S62°11'13"W	54.51'
C118	2150.00'	1°35'29"	59.72'	S60°39'54"W	59.72'
C119	2150.00'	1°35'29"	59.72'	S59°04'24"W	59.72'
C120	2150.00'	1°35'29"	59.72'	S57°28'55"W	59.72'
C121	2150.00'	1°35'29"	59.72'	S55°53'26"W	59.72'
C122	2150.00'	1°35'29"	59.72'	S54°02'32"W	59.72'
C123	2150.00'	1°35'29"	59.72'	S52°11'13"W	54.51'
C124	2150.00'	1°35'29"	59.72'	S50°39'54"W	59.72'
C125	2150.00'	1°35'29"	59.72'	S48°47'53"W	62.51'
C126	2150.00'	1°35'29"	59.72'	S46°56'21"W	62.51'
C127	2150.00'	1°35'29"	59.72'	S45°04'24"W	59.72'
C128	2150.00'	1°35'29"	59.72'	S43°12'13"W	54.51'
C129	2150.00'	1°35'29"	59.72'	S41°20'02"W	54.51'
C130	2150.00'	1°35'29"	59.72'	S39°27'51"W	54.51'
C131	2150.00'	1°35'29"	59.72'	S37°35'40"W	54.51'
C132	2150.00'	1°35'29"	59.72'	S35°43'29"W	54.51'
C133	2150.00'	1°35'29"	59.72'	S33°51'18"W	54.51'
C134	2150.00'	1°35'29"	59.72'	S31°59'07"W	54.51'
C135	2150.00'	1°35'29"	59.72'	S29°06'56"W	54.51'
C136	2150.00'	1°35'29"	59.72'	S27°14'45"W	54.51'
C137	2150.00'	1°35'29"	59.72'	S25°22'34"W	54.51'
C138	2150.00'	1°35'29"	59.72'	S23°30'23"W	54.51'
C139	2150.00'	1°35'29"	59.72'	S21°38'12"W	54.51'
C140	2150.00'	1°35'29"	59.72'	S19°46'01"W	54.51'
C141	2150.00'	1°35'29"	59.72'	S17°53'50"W	54.51'
C142	2150.00'	1°35'29"	59.72'	S16°01'39"W	54.51'
C143	2150.00'	1°35'29"	59.72'	S14°09'28"W	54.51'
C144	2150.00'	1°35'29"	59.72'	S12°17'17"W	54.51'
C145	2150.00'	1°35'29"	59.72'	S10°25'06"W	54.51'
C146	2150.00'	1°35'29"	59.72'	S8°32'55"W	54.51'
C147	2150.00'	1°35'29"	59.72'	S6°40'44"W	54.51'
C148	2150.00'	1°35'29"	59.72'	S4°48'33"W	54.51'
C149	2150.00'	1°35'29"	59.72'	S2°56'22"W	54.51'
C150	2150.00'	1°35'29"	59.72'	S1°04'11"W	54.51'
C151	2485.00'	1°43'54"	196.31'	N20°09'46"E	196.26'
C152	2485.00'	3°17'56"	N43°25'34"E	N43°25'34"E	148.01'
C153	375.00'	3°45'37"	207.86'	N60°27'18"W	205.21'
C154	88.00'	66°24'43"	103.63'	N61°45'07"E	53.93'
C155	2485.00'	3°17'56"	117.51'	N47°57'07"W	115.82'

PLAT BOOK _____
PAGE _____

DETAIL

CURVE TAG	CURVE TABLE					CHORD BEARING	CHORD LENGTH
	RADIUS	CENTRAL ANGLE	ARC LENGTH				
C55	2115.00	141°37'	62.51	558°47'57"	62.51		
C56	2115.00	141°37'	62.51	557°06'21"	62.51		
C57	2115.00	141°37'	62.51	555°24'44"	62.51		
C58	2115.00	123°00'	51.06	553°52'28"	51.06		
C59	292.50	136°56'	9.95	N40°59'24"E	9.95		
C60	292.50	110°21'	57.88	N60°47'58"E	57.88		
C61	292.50	110°21'	57.88	N72°08'01"E	57.88		
C62	292.50	119°21'	99.51	N87°33'02"E	99.51		
C63	462.50	90°30'	76.70	N31°29'34"E	76.70		
C64	20.00	87°58'28"	30.71	N80°02'15"E	30.71		
C65	617.50	801°02'	86.41	N59°10'31"E	86.41		
C73	20.00	88°26'53"	30.87	N20°33'35"E	30.87		
C74	462.50	91°36'	77.26	S81°18'53"E	77.26		
C75	20.00	91°33'03"	31.96	N69°26'27"E	31.96		
C76	20.00	88°26'53"	30.87	N20°33'35"E	30.87		
C79	20.00	91°33'03"	31.96	N69°26'27"E	31.96		
C104	20.00	90°20'00"	31.42	S76°07'15"E	31.42		
C105	217.50	1021°21'	38.44	S81°18'53"E	38.44		
C106	217.50	152°04'53"	57.12	N49°01'56"E	57.12		
C107	217.50	81°54'42"	31.24	N68°40'10"E	31.24		
C108	20.00	88°26'53"	30.87	N20°33'35"E	30.87		
C109	20.00	91°33'03"	31.96	N69°26'27"E	31.96		
C110	182.50	150°20'00"	49.68	S57°17'00"E	49.68		
C111	182.50	90°30'46"	58.45	N40°27'56"E	58.45		
C112	20.00	183°00'00"	42.42	N135°42'42"E	42.42		
C113	25.00	90°00'00"	39.27	S76°07'13"E	39.27		
C114	137.50	185°29'59"	45.02	N40°29'57"E	45.02		
C115	137.50	145°42'40"	35.77	N55°12'05"E	35.77		
C116	20.00	88°26'53"	30.87	S20°33'35"E	30.87		
C117	525.00	901°30'	101.70	N25°10'31"E	101.70		
C118	20.00	91°33'03"	31.96	S89°26'27"E	31.96		
C119	102.50	33°39'48"	60.22	N47°57'07"E	60.22		
C120	60.00	49°02'21"	42.40	S51°22'02"E	42.40		
C121	60.00	49°02'21"	51.84	N83°13'58"E	51.84		
C128	218.00	133°29'59"	59.72	S56°24'34"E	59.72		
C129	2150.00	136°29"	59.72	S37°28'50"E	59.72		
C130	2150.00	136°29"	59.72	S55°32'36"E	59.72		
C131	2150.00	136°29"	59.72	S54°17'56"E	59.72		
C132	2150.00	019°16'	12.05	S53°20'34"E	12.05		
C133	257.50	156°43'51"	70.91	N61°14'21"E	70.91		
C134	257.50	195°29'58"	85.85	N78°55'23"E	85.85		
C135	257.50	209°46'43"	93.60	S84°02'40"E	93.60		
C136	257.50	241°75'00"	109.20	S58°01'17"E	109.20		
C137	257.50	134°36'31"	61.01	S39°12'02"E	61.01		
C138	617.50	236°23'48"	88.19	S31°43'20"E	88.19		
C139	617.50	712°38'	71.37	N38°30'17"E	71.37		
C140	617.50	618°53'53"	68.06	N45°23'53"E	68.06		
C141	20.00	84°36'09"	28.53	S08°15'15"E	28.53		
C142	525.00	921°44'	85.79	S31°21'58"E	85.79		
C143	600.00	200°34'	210.59	S42°28'08"E	209.69		
C147	275.00	94°24'31"	45.33	S76°36'52"E	45.33		
C148	2132.50	133°29'59"	36.18	S56°02'59"E	36.18		
C154	500.00	122°54"	108.05	N29°51'23"E	107.84		
C161	200.00	72°26'48"	117.51	N47°57'07"E	115.80		
C162	42.50	90°00'00"	66.76	S76°07'13"E	66.76		
C163	120.00	53°01'51"	70.51	N47°09'59"E	69.50		
C165	292.50	63°35'19"	30.91	S85°43'05"E	30.80		

UNPLATTED
MIDDLETON
UNIT NO. 9
(PROPOSED)

2017-12-14

UNPLATTED
MIDDLETON
UNIT NO. 9
(PROPOSED)

Table of Acreage:

Lot	Acreage
50	0.002
51	0.002
52	0.002
53	0.002
54	0.002
55	0.002
56	0.002
57	0.002
58	0.002
59	0.002
60	0.002
61	0.002
62	0.002
63	0.002
64	0.002
65	0.002
66	0.002
67	0.002
68	0.002
69	0.002
70	0.002
71	0.002
72	0.002
73	0.002
74	0.002
75	0.002
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77	0.002
78	0.002
79	0.002
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83	0.002
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85	0.002
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87	0.002
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106	0.002
107	0.002
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113	0.002
114	0.002
115	0.002
116	0.002
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138	0.002
139	0.002
140	0.002
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146	0.002
147	0.002
148	0.002

BY: 

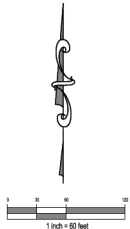
CFB | CLYMER
FARNER
BARLEY
SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 347
(352) 748-3126 LBS498

MIDDLETON UNIT NO. 8

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 6 OF 6

PLAT BOOK _____
PAGE _____



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	80,048	1.838
B	70	0.002



LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET L.B. #4088
- INDICATES P.A. NAIL AND ORN PERMANENT CONTROL POINT (P.C.P.) L.B. #4088 TO BE SET WITHIN ONE YEAR OF THE DATE THE PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(1) FLORIDA STATUTES. (SEE NOTE #5)
- C1 INDICATES CURVE NUMBER IN CURVE TABLE
- L1 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CS INDICATES CHORD BEARING
- CH INDICATES CHORD BEARING
- LI INDICATES LICENSED BUSINESS
- NO INDICATES NUMBER
- NS INDICATES NORTH
- PS INDICATES PLAT BOOK
- DBS INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- PS INDICATES PACE
- POC INDICATES POINT ON CURVE
- SI INDICATES SQUARE FEET
- R INDICATES RADIUS LENGTH
- R/W INDICATES RIGHT-OF-WAY
- (T) INDICATES RADIAL LINE
- POC INDICATES POINT OF COMPOUND CURVATURE
- POC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- ORA INDICATES DRAINAGE RESERVATION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYING PIPES
- GTE INDICATES GATE FACILITIES EXISTING OR RECEIVED BY THE DEVELOPER AND ITS ASSIGNS
- SE INDICATES SPECIAL EXEMPTION RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTemplates PUTTING IN A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA CONSENT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR INCLUDE SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SIGN MAINTENANCE EXEMPTION RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

UNPLATTED
MIDDLETON
UNIT NO. 9
(PROPOSED)

UNPLATTED
MIDDLETON
UNIT NO. 9
(PROPOSED)



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	625.00'	8°49'39"	96.29'	S82°12'05"W	96.20'
C2	20.00'	86°40'01"	30.25'	N43°16'54"E	27.45'
C3	517.50'	7°30'44"	60.60'	S03°44'40"W	60.55'
C4	517.50'	7°03'16"	63.72'	S11°04'15"W	63.66'
C5	517.50'	6°30'42"	58.82'	S17°51'14"W	58.78'
C6	517.50'	4°06'23"	37.08'	S23°09'47"W	37.08'
C83	482.50'	9°06'30"	76.70'	N31°29'34"E	76.62'
C84	20.00'	87°58'28"	30.71'	N80°02'03"E	27.78'
C85	617.50'	8°07'02"	86.41'	N59°59'44"W	86.34'
C86	617.50'	7°45'04"	83.54'	N67°52'17"W	83.47'
C87	617.50'	7°45'04"	83.54'	N75°37'22"W	83.47'
C88	617.50'	7°10'52"	77.39'	N83°05'20"W	77.34'
C89	20.00'	86°37'40"	30.24'	S43°21'56"E	27.44'
C70	482.50'	17°50'23"	150.93'	S09°34'35"W	150.32'
C71	482.50'	7°20'42"	61.85'	S21°32'38"W	61.81'
C72	20.00'	90°00'00"	31.42'	S70°12'59"W	28.28'
C73	20.00'	88°26'57"	30.87'	N20°33'33"E	27.90'
C74	482.50'	37°16'23"	27.56'	N25°18'08"E	27.56'
C75	20.00'	91°33'03"	31.96'	N69°26'27"E	28.66'
C76	20.00'	90°00'00"	31.42'	S19°47'01"E	28.28'
C77	20.00'	90°00'00"	31.42'	S70°12'59"W	28.28'
C78	20.00'	88°26'57"	30.87'	N20°33'33"E	27.90'
C79	20.00'	90°00'00"	31.42'	S19°47'01"E	28.28'
C80	20.00'	90°00'00"	31.42'	N70°12'59"E	28.28'
C88	20.00'	90°00'00"	31.42'	S19°47'01"E	28.28'
C85	20.00'	91°33'03"	31.96'	N69°26'27"E	28.66'
C107	217.50'	81°54'42"	31.24'	N60°40'10"W	31.21'
C108	20.00'	88°26'57"	30.87'	S20°33'33"E	27.90'
C109	20.00'	91°33'03"	31.96'	S69°26'27"W	28.66'
C110	182.50'	15°00'02"	47.78'	N57°17'00"W	47.64'
C115	137.50'	14°54'20"	35.77'	N57°19'52"W	35.67'
C116	20.00'	88°26'57"	30.87'	S20°33'33"E	27.90'
C117	525.00'	3°09'10"	27.67'	N25°10'31"E	27.66'
C118	20.00'	91°33'03"	31.96'	S69°26'27"W	28.66'
C119	102.50'	33°39'48"	60.22'	N47°57'07"W	59.36'
C140	617.50'	6°18'53"	68.06'	N45°23'53"E	68.02'
C141	20.00'	84°36'09"	29.53'	S06°15'15"E	26.92'
C142	525.00'	9°21'44"	85.79'	N31°21'58"E	85.69'
C143	600.00'	12°09'38"	127.35'	S83°52'05"W	127.11'
C144	600.00'	37°31'41"	392.98'	N71°17'15"W	386.01'
C146	500.00'	25°16'05"	220.50'	S12°34'56"W	218.72'
C154	500.00'	12°22'54"	108.05'	N29°51'23"E	107.84'
C163	120.00'	33°39'51"	70.51'	N47°57'09"W	69.50'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N77°47'18"E	1.58'
L2	N00°03'06"W	34.05'
L3	N25°12'59"E	22.17'
L4	N25°12'59"E	22.17'
L10	S36°02'49"W	63.58'
L11	N00°03'06"W	41.56'
L12	N25°12'59"E	18.32'
L18	S64°47'01"E	22.04'
L26	S64°47'01"E	20.01'
L28	S64°47'01"E	19.61'
L31	S64°47'01"E	17.58'

PREPARED BY: **CFB SURVEYING**
CLYMER FARNER BARLEY
7413 ALFORD AVENUE - MIDDLETON, FL 34202
(813) 765-0100

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Right-of-Way Deed for Middleton Unit No. 6

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

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The city has been granted the following right-of-way for ownership: all roadways located within Middleton Unit No. 6, per the Plat recorded in Plat Book 34, 34A through 34F, inclusive, Public Records of Sumter County, Florida.

Middleton Community Development District A will maintain the rights-of-way until the two-year maintenance period has expired, and the City Engineer has certified completion of construction. Upon completion of the two-year maintenance period, maintenance responsibilities will be granted to the city for all the road rights-of-way within the Middleton Unit No. 6 subdivision.

DATED: 04/02/2024



Wendy Then, AICP, CFM
Assistant Director Development Services



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

March 25, 2025

VIA FEDEX OVERNIGHT DELIVERY

City of Wildwood
Attn: Melanie Strickland, AICP, CPM
Development Services Director
100 N. Main Street
Wildwood, Florida 34785

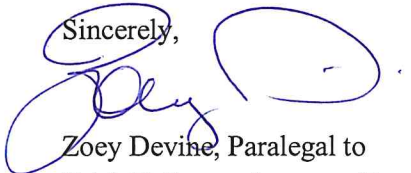
RE: Right-of-Way Deed for Middleton Unit No. 6

Dear Ms. Strickland:

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

All roadways located within **Middleton Unit No. 6**, per the Plat recorded in Plat Book 22, Pages 34, 34A through 34F, inclusive, Public Records of Sumter County, Florida.

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

Sincerely,

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

Enclosures

cc: Ashley Hunt, Esq. (w/enclosures)
(via email: Ashley@huntlawpa.com)

Wendy Then, AICP, CFM
(via email: wthen@wildwood-fl.gov)

Jessica Barnes, City Clerk
(via email: jbarnes@wildwood-fl.gov)

Silas Daniel
(via email: sdaniel@wildwood-fl.gov)

Rec. 18.50
Doc. 0.70
copy 2.00
21.20

Erin C Munz, Sumter County Clerk of Court
Inst: 202560010000 Date: 02/28/2025 Time: 9:13AM
Page 1 of 2 B: 4813 P: 192 By: BO
Doc Stamp-Deed: 0.70

✓ PREPARED BY/RETURN TO:

Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 24th day of February, 2025, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 7580 Middleton Drive, Middleton, Florida 34762 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 3571 Kiessel Road, The Villages, Florida 32163 ("Grantee");

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

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

All roadways and Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, and P of **Middleton Unit No. 6**, per the Plat recorded in Plat Book 22, Pages 34, 34A through 34F, inclusive, Public Records of Sumter County, Florida.

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

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

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

[Signatures on following page]

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

WITNESSES:

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

Julie Royals
Print Name: Julie Royals
Address: 7580 Middleton Drive
Middleton, Florida 34762

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

By: [Signature]
Robert L. Chandler IV, Manager

Zoey Devine
Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of February, 2025, by Robert L. Chandler IV, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

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



ZOY DEVINE
Commission # HH 390980
Expires June 25, 2027

This instrument prepared by:
Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

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

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 21st day of March, 2025, by **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 3571 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **CITY OF WILDWOOD**, a Florida municipal corporation, whose post office address is 100 N. Main Street, Wildwood, Florida 34785 ("Grantee").

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

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

All roadways located within **Middleton Unit No. 6**, per the Plat recorded in Plat Book 22, Pages 34, 34A through 34F, inclusive, Public Records of Sumter County, Florida.

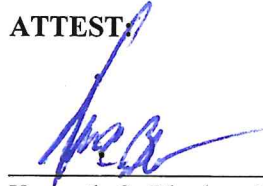
Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and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

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

[Signatures on following page]

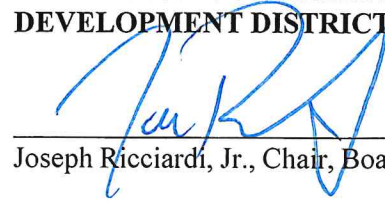
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:



Kenneth C. Blocker, District Manager
Address: 3571 Kiessel Road
The Villages, Florida 32163

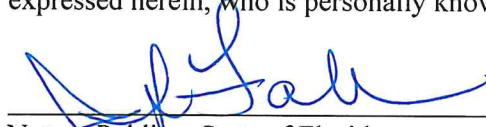
MIDDLETON COMMUNITY
DEVELOPMENT DISTRICT A



Joseph Ricciardi, Jr., Chair, Board of Supervisors

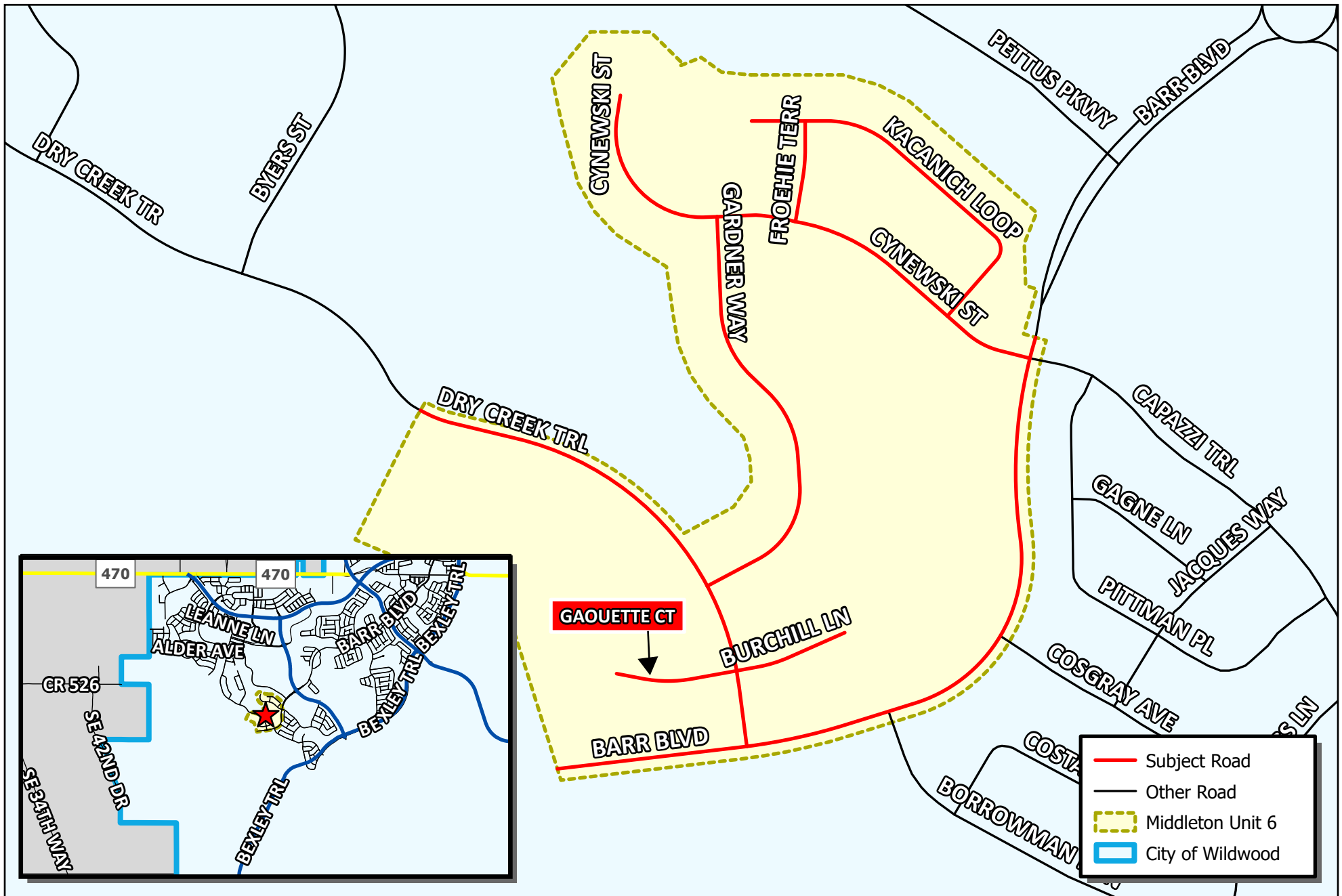
STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of March, 2025, by Joseph Ricciardi, Jr., as Chair, Board of Supervisors, of and on behalf of Middleton Community Development District A, for the purposes expressed herein, who is personally known to me.



Notary Public - State of Florida
Print Name: Jennifer Farlow
Commission Number: _____
Commission Expires: _____





 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	RIGHT OF WAY DEED MIDDLETON UNIT 6 PLAT 2412-005	MAP 1AV LOCATION MAP DEC 2024
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CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Right-of-Way Deed for VOSO Unit Nos. 175, 176, 177, 180, 186, 189, and 290

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

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City has been granted the following rights-of-way for ownership. The Villages Community Development District No.15 will maintain the rights-of-way until the two-year maintenance period has expired, and the City Engineer has certified completion of construction. Upon completion of the two-year maintenance period, maintenance responsibilities will be granted to the City for all the rights-of-way within the following subdivisions:

- Villages of Southern Oaks Unit No. 175
- Villages of Southern Oaks Unit No. 176
- Villages of Southern Oaks Unit No. 177
- Villages of Southern Oaks Unit No. 180
- Villages of Southern Oaks Unit No. 186
- Villages of Southern Oaks Unit No. 189
- Villages of Southern Oaks Unit No. 290

DATED: 04/02/2025



Wendy Then, AICP, CFM
Assistant Director Development Services



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

March 24, 2025

VIA FEDEX OVERNIGHT DELIVERY

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

RE: Right-of-Way Deed for Villages of Southern Oaks Unit Nos. 175, 176, 177, 180, 186, 189, and 290

Dear Ms. Strickland:

Enclosed please find the **original executed** Right-of-Way Deed ("Deed") from Village Community Development District No. 15 ("District") to City of Wildwood ("COW") for acceptance by COW and recording for the following:

All roadways located within **Villages of Southern Oaks Unit No. 175**, per the Plat recorded in Plat Book 22, Pages 26, 26A through 26C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 176**, per the Plat recorded in Plat Book 22, Pages 24, 24A through 24C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 177**, per the Plat recorded in Plat Book 22, Pages 25, 25A through 25C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 180**, per the Plat recorded in Plat Book 22, Pages 27, 27A through 27C, inclusive, Public Records of Sumter County, Florida.

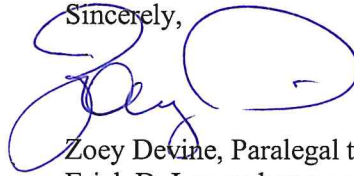
All roadways located within **Villages of Southern Oaks Unit No. 186**, per the Plat recorded in Plat Book 22, Pages 28, 28A through 28C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 189**, per the Plat recorded in Plat Book 22, Pages 29 and 29A, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 290**, per the Plat recorded in Plat Book 22, Pages 30 and 30A, inclusive, Public Records of Sumter County, Florida.

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

Sincerely,



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

Enclosures

cc: Ashley Hunt, Esq. (w/enclosures)
(via email: Ashley@huntlawpa.com)

Silas Daniel (w/enclosures)
(via email: sdaniel@wildwood-fl.gov)

Jessica Barnes, City Clerk (w/enclosures)
(via email: jbarnes@wildwood-fl.gov)

Wendy Then, AICP, CFM (w/enclosures)
(via email: wthen@wildwood-fl.gov)

This instrument prepared by:

Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

RETURN TO:

City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 13th day of March, 2025, by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 3571 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **CITY OF WILDWOOD**, a Florida municipal corporation, whose post office address is 100 N. Main Street, Wildwood, Florida 34785 ("Grantee").

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

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

All roadways located within **Villages of Southern Oaks Unit No. 175**, per the Plat recorded in Plat Book 22, Pages 26, 26A through 26C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 176**, per the Plat recorded in Plat Book 22, Pages 24, 24A through 24C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 177**, per the Plat recorded in Plat Book 22, Pages 25, 25A through 25C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 180**, per the Plat recorded in Plat Book 22, Pages 27, 27A through 27C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 186**, per the Plat recorded in Plat Book 22, Pages 28, 28A through 28C, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 189**, per the Plat recorded in Plat Book 22, Pages 29 and 29A, inclusive, Public Records of Sumter County, Florida.

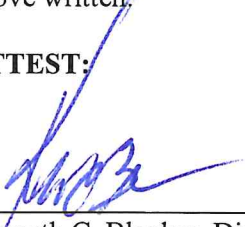
All roadways located within **Villages of Southern Oaks Unit No. 290**, per the Plat recorded in Plat Book 22, Pages 30 and 30A, inclusive, Public Records of Sumter County, Florida.

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

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

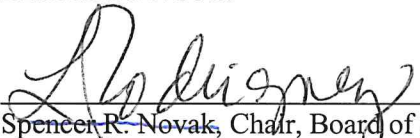
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:



Kenneth C. Blocker, District Manager
Address: 3571 Kiessel Road
The Villages, Florida 32163

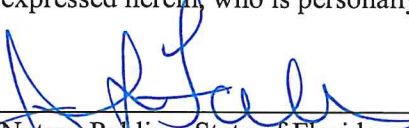
**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 15**



Spencer R. Novak, Chair, Board of Supervisors

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13th day of March, 2025, by Elizabeth R. Novak, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 15, for the purposes expressed herein, who is personally known to me.



Notary Public – State of Florida

Print Name: Jennifer Fardew
Commission Number: 24116651
Commission Expires: 11/1/2028

Rec. 18.50
Doc. 0.70
copy 2.00
21.20

Erin C Munz, Sumter County Clerk of Court
Inst: 202560004640 Date: 01/29/2025 Time: 8:56AM
Page 1 of 2 B: 4793 P: 365 By: BQ
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
✓ Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 23rd day of January, 2025, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 7580 Middleton Drive, Middleton, Florida 34762 ("**Grantor**"), to **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 3571 Kiessel Road, The Villages, Florida 32163 ("**Grantee**");

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

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

All roadways and Tracts A, B, C, and D of **Villages of Southern Oaks Unit No. 175**, per the Plat recorded in Plat Book 22, Pages 26, 26A through 26C, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, and C of **Villages of Southern Oaks Unit No. 176**, per the Plat recorded in Plat Book 22, Pages 24, 24A through 24C, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, and E of **Villages of Southern Oaks Unit No. 177**, per the Plat recorded in Plat Book 22, Pages 25, 25A through 25C, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, and D of **Villages of Southern Oaks Unit No. 180**, per the Plat recorded in Plat Book 22, Pages 27, 27A through 27C, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, E, and F of **Villages of Southern Oaks Unit No. 186**, per the Plat recorded in Plat Book 22, Pages 28, 28A through 28C, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, E, and F of **Villages of Southern Oaks Unit No. 189**, per the Plat recorded in Plat Book 22, Pages 29 and 29A, inclusive, Public Records of Sumter County, Florida.

All roadways and Tract A of **Villages of Southern Oaks Unit No. 290**, per the Plat recorded in Plat Book 22, Pages 30 and 30A, inclusive, Public Records of Sumter County, Florida.

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

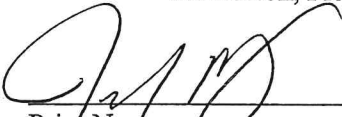
This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

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

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

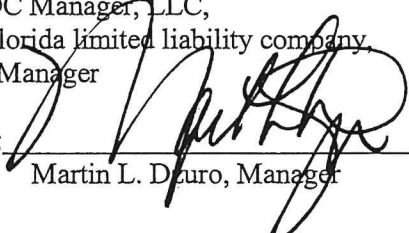
WITNESSES:


Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762


Print Name: Jennifer L. Mutz
Address: 7580 Middleton Drive
Middleton, Florida 34762

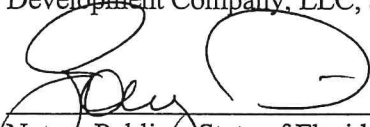
THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

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

By: 
Martin L. Dzuro, Manager

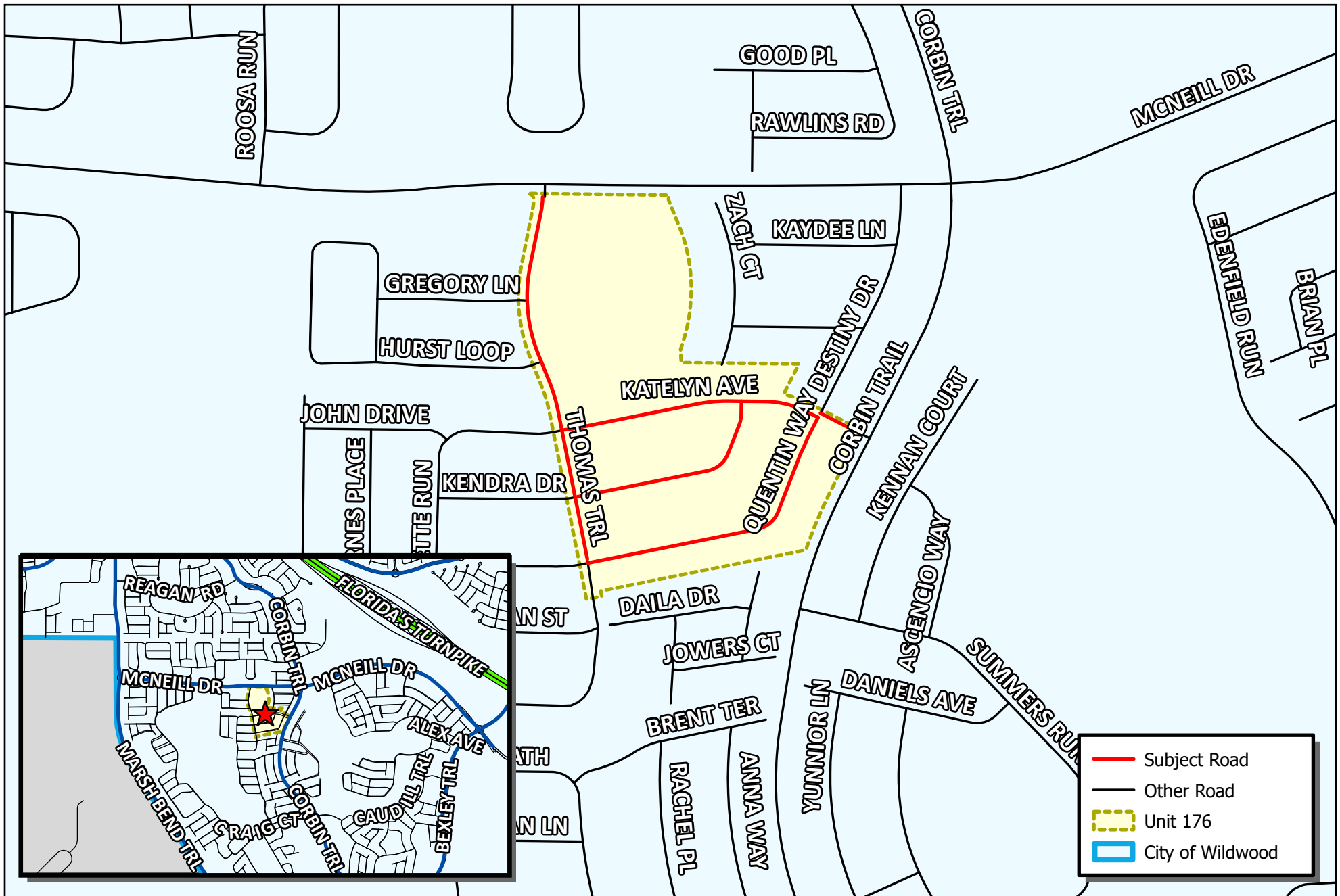
**STATE OF FLORIDA
COUNTY OF SUMTER**

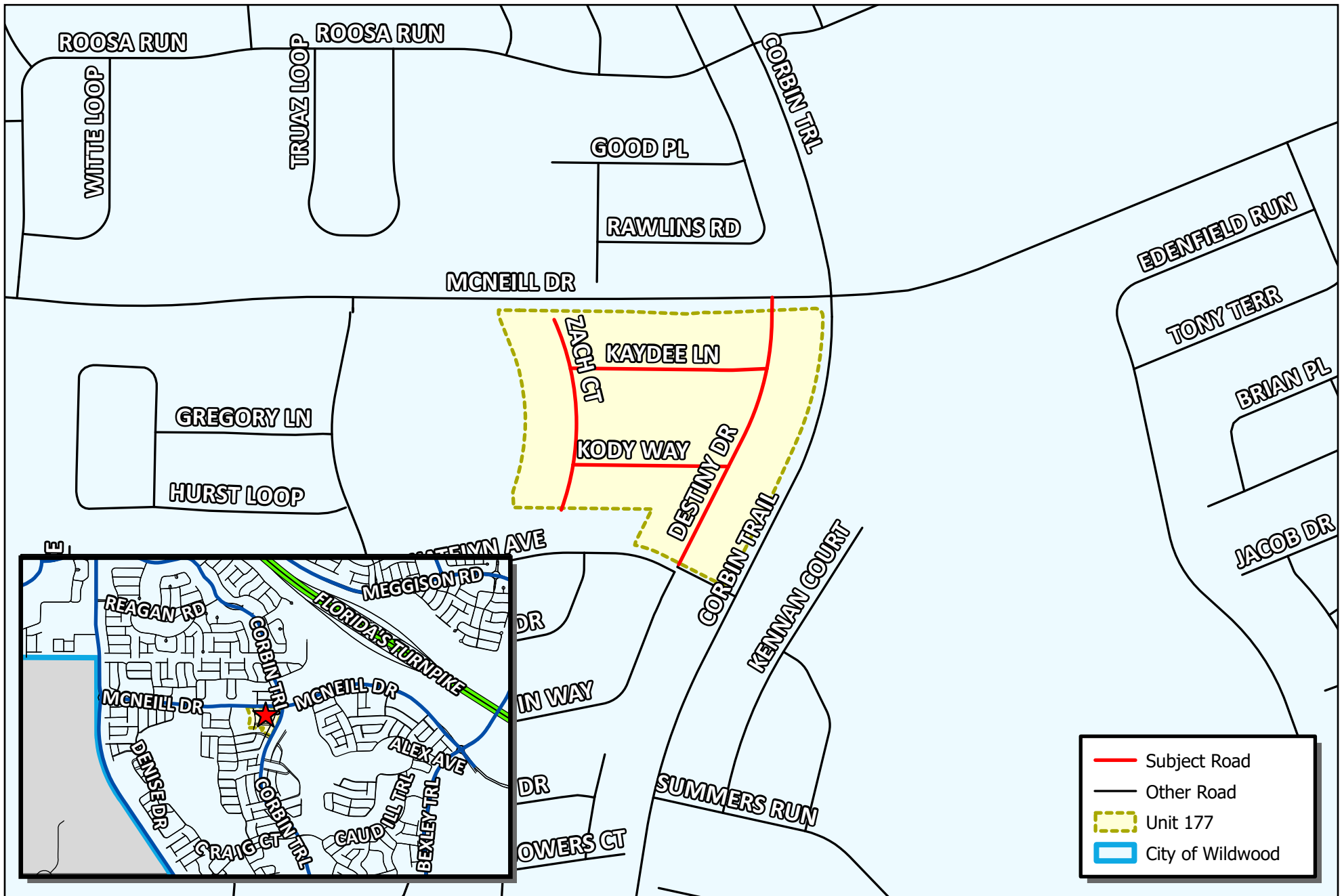
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of January, 2025, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.


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

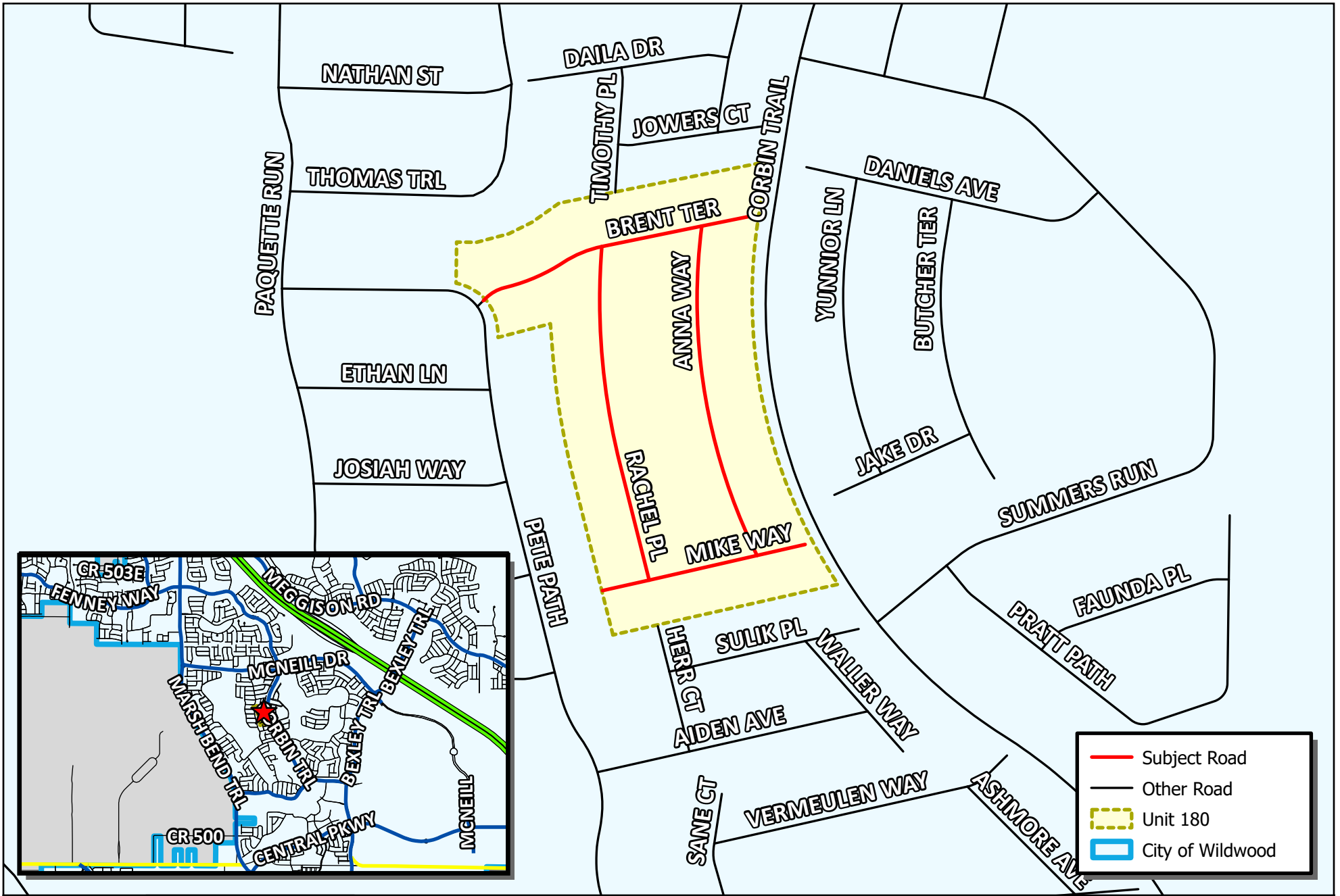


ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

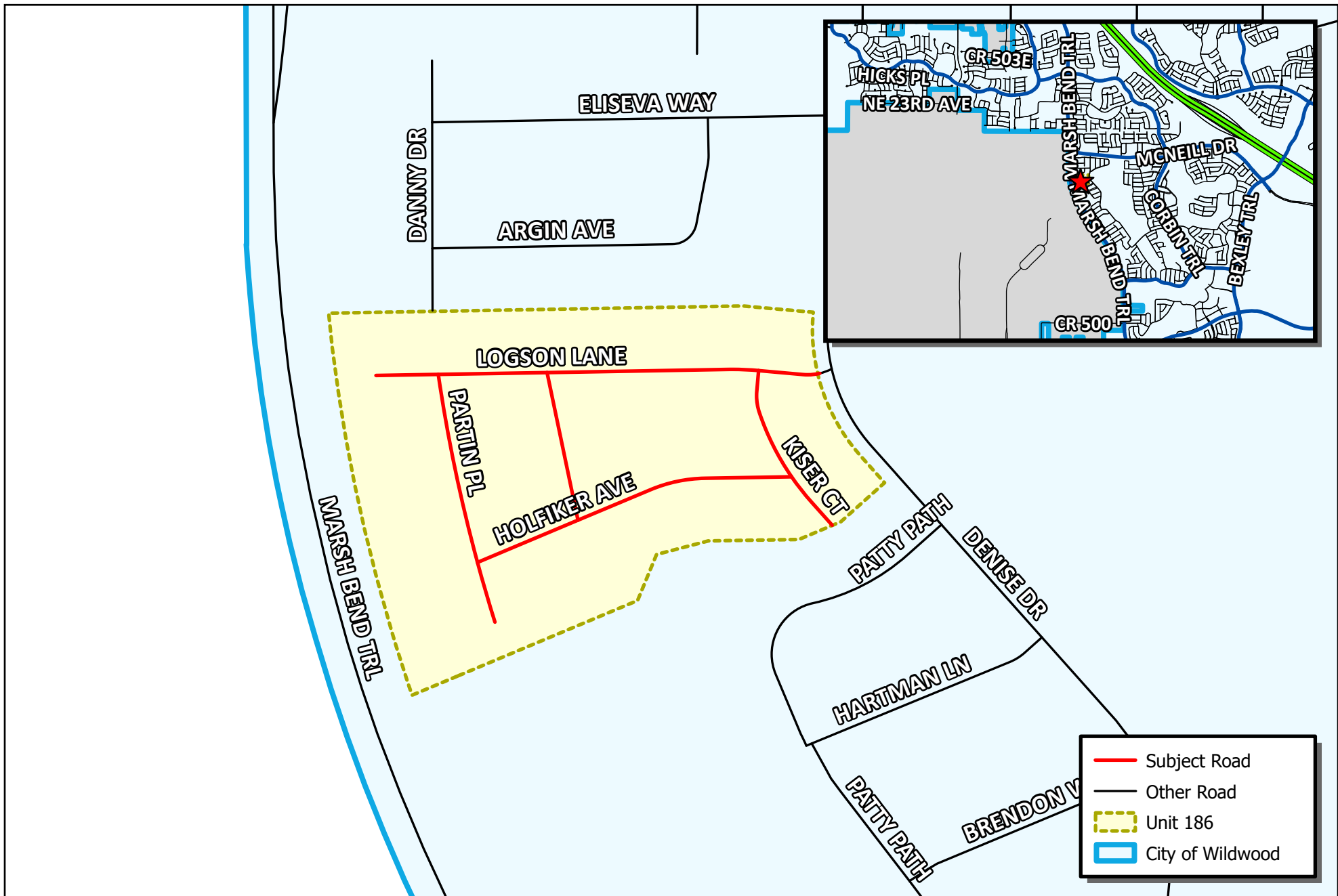




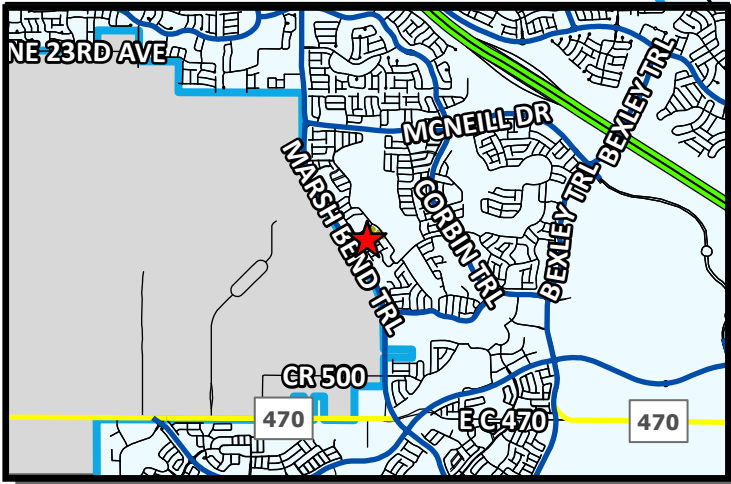
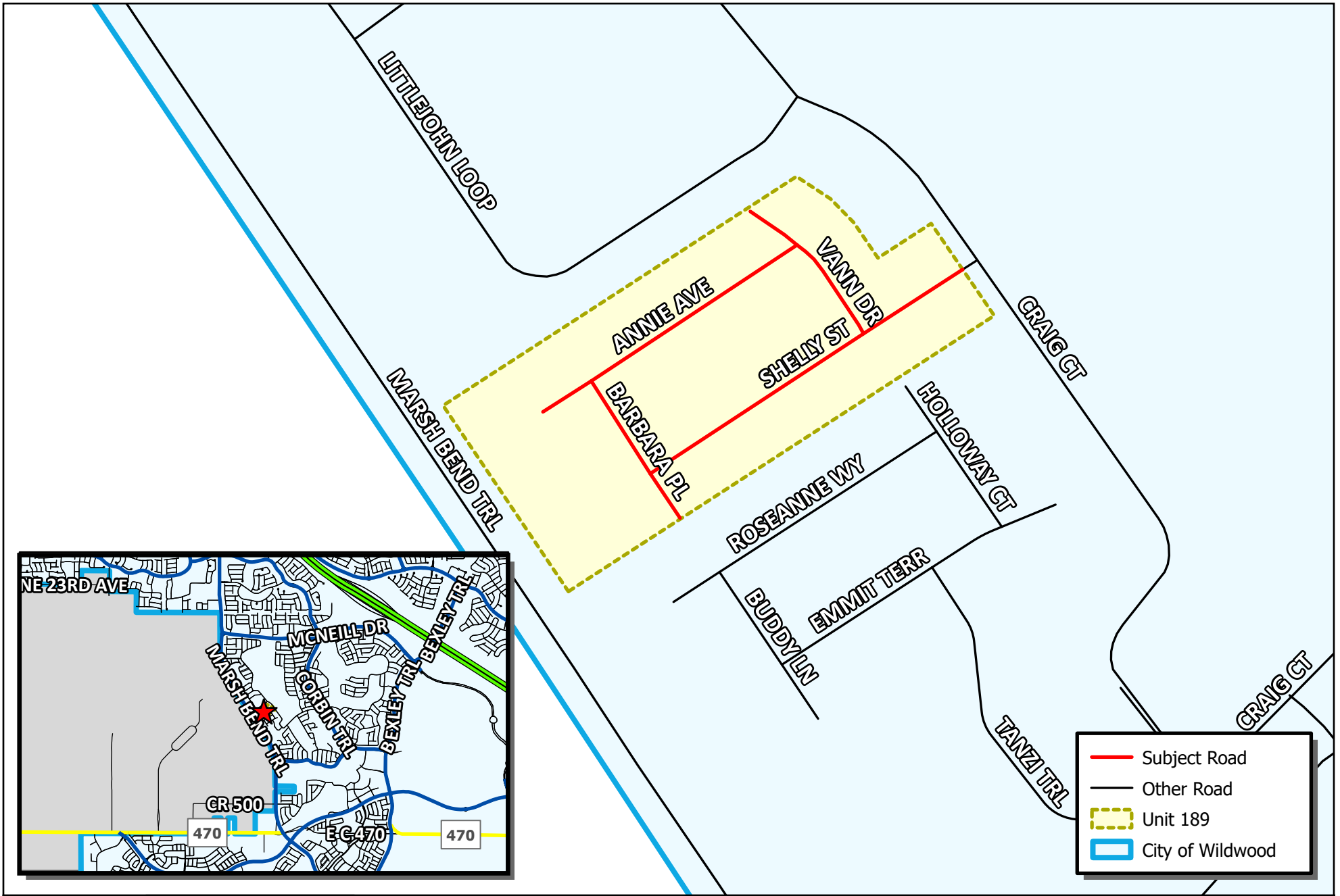
	Subject Road
	Other Road
	Unit 177
	City of Wildwood



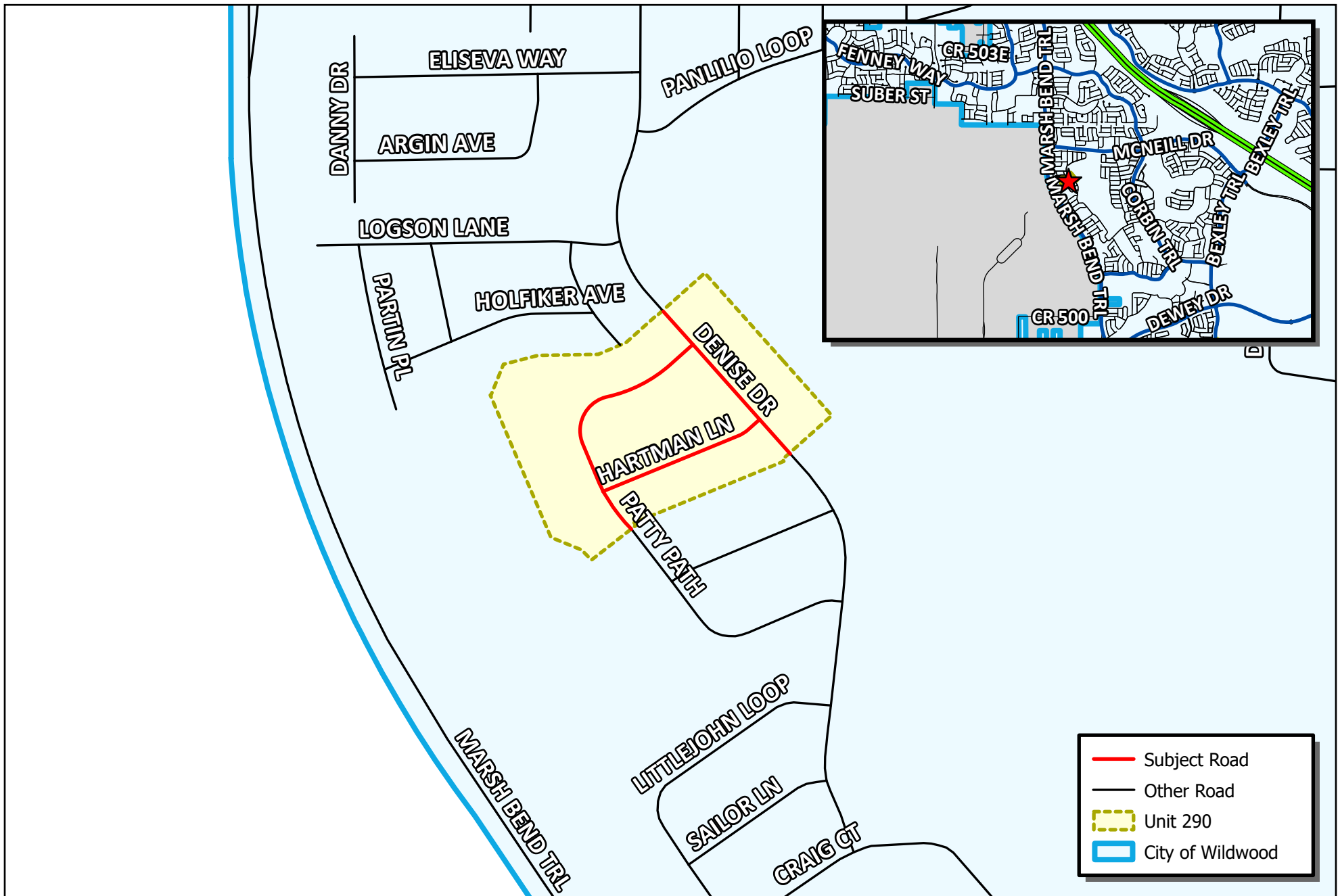
—	Subject Road
—	Other Road
	Unit 180
	City of Wildwood



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		RIGHT OF WAY DEED VOSO - UNIT 186 FINAL PLAT PLAT 2411-007	MAP 1AV LOCATION MAP NOV 2024
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 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	RIGHT OF WAY DEED VOSO - UNIT 189 FINAL PLAT PLAT 2411-009	MAP 1AV LOCATION MAP NOV 2024
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 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	RIGHT OF WAY DEED VOSO - UNIT 290 FINAL PLAT PLAT 2411-004	MAP 1AV LOCATION MAP NOV 2024
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CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Right-of-Way Deed for VOSO Unit Nos. 190 & 241

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

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City has been granted the following rights-of-way for ownership. The Villages Community Development District No.15 will maintain the rights-of-way until the two-year maintenance period has expired, and the City Engineer has certified completion of construction. Upon completion of the two-year maintenance period, maintenance responsibilities will be granted to the City for all the rights-of-way within the following subdivisions:

- Villages of Southern Oaks Unit No. 190
- Villages of Southern Oaks Unit No. 241

DATED: 4/02/2025



Wendy Then, AICP, CFM
Assistant Director Development Services



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

March 24, 2025

VIA FEDEX OVERNIGHT DELIVERY

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

RE: Right-of-Way Deed for Villages of Southern Oaks Unit Nos. 190 and 241

Dear Ms. Strickland:

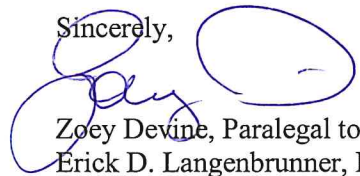
Enclosed please find the **original executed** Right-of-Way Deed ("Deed") from Village Community Development District No. 15 ("District") to City of Wildwood ("COW") for acceptance by COW and recording for the following:

All roadways located within **Villages of Southern Oaks Unit No. 190**, per the Plat recorded in Plat Book 22, Pages 21, 21A through 21G, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 241**, per the Plat recorded in Plat Book 22, Pages 20, 20A through 20C, inclusive, Public Records of Sumter County, Florida.

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

Sincerely,



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

Enclosures

cc: Ashley Hunt, Esq. (w/enclosures)
(via email: Ashley@huntlawpa.com)

Silas Daniel (w/enclosures)
(via email: sdaniel@wildwood-fl.gov)

Jessica Barnes, City Clerk (w/enclosures)
(via email: jbarnes@wildwood-fl.gov)

Wendy Then, AICP, CFM (w/enclosures)
(via email: wthen@wildwood-fl.gov)

This instrument prepared by:
Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

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

RIGHT-OF-WAY DEED

THIS INDENTURE, made effective this 13th day of March, 2025, by **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantor"), to **CITY OF WILDWOOD**, a Florida municipal corporation, whose post office address is 100 N. Main Street, Wildwood, Florida 34785 ("Grantee").

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

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

All roadways located within **Villages of Southern Oaks Unit No. 190**, per the Plat recorded in Plat Book 22, Pages 21, 21A through 21G, inclusive, Public Records of Sumter County, Florida.

All roadways located within **Villages of Southern Oaks Unit No. 241**, per the Plat recorded in Plat Book 22, Pages 20, 20A through 20C, inclusive, Public Records of Sumter County, Florida.

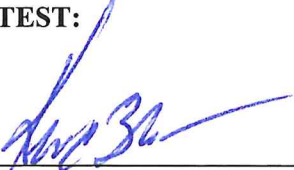
Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever, **reserving unto Grantor**, its successors and assigns, perpetual easements under and upon the unpaved areas of such roadways, including and not limited to islands and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

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

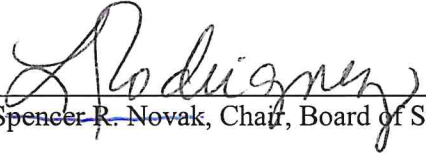
[Signatures on following page]

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

ATTEST:

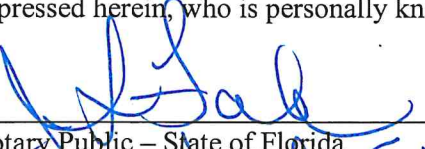

Kenneth C. Blocker, District Manager
Address: 984 Old Mill Run
The Villages, Florida 32162

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 15


Spencer R. Novak, Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF SUMTER

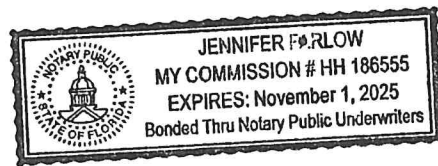
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13th day of March, 2025, by Spencer R. Novak, as Chair, Board of Supervisors, of and on behalf of Village Community Development District No. 15, for the purposes expressed herein, who is personally known to me.


Notary Public – State of Florida

Print Name: Jennifer Farlow

Commission Number: HH 186555

Commission Expires: 11/1/2025



Rec. 18.50
Doc. 0.70
Copy 2.00
21.20

Erin C Munz, Sumter County Clerk of Court
Inst: 202560003746 Date: 01/24/2025 Time: 9:13AM
Page 1 of 2 B: 4789 P: 425 By: BQ
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:

✓ Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 21st day of January, 2024, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 7580 Middleton Drive, Middleton, Florida 34762 ("Grantor"), to **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

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

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

All roadways and Tracts A, B, C, D, E, F, G, H, and I of **Villages of Southern Oaks Unit No. 190**, per the Plat recorded in Plat Book 22, Pages 21, 21A through 21G, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, E, F, G, and H of **Villages of Southern Oaks Unit No. 241**, per the Plat recorded in Plat Book 22, Pages 20, 20A through 20C, inclusive, Public Records of Sumter County, Florida.

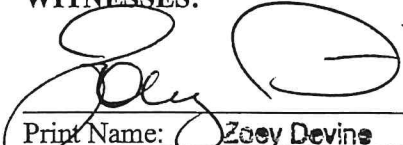
Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and **subject** to all restrictions imposed against such lands on the Plats.

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

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

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

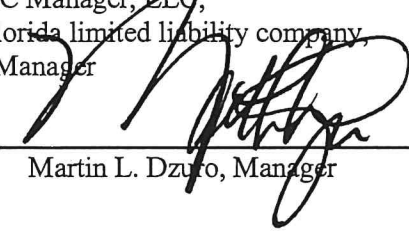
WITNESSES:


Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762


Print Name: Jennifer L. Mutz
Address: 7580 Middleton Drive
Middleton, Florida 34762

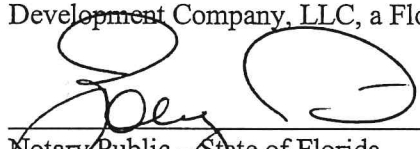
**THE VILLAGES DEVELOPMENT COMPANY,
LLC**, a Florida limited liability company

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

By: 
Martin L. Dzuro, Manager

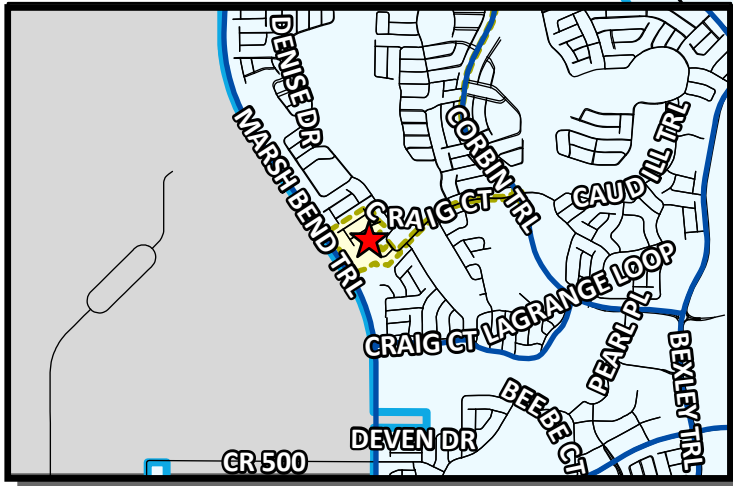
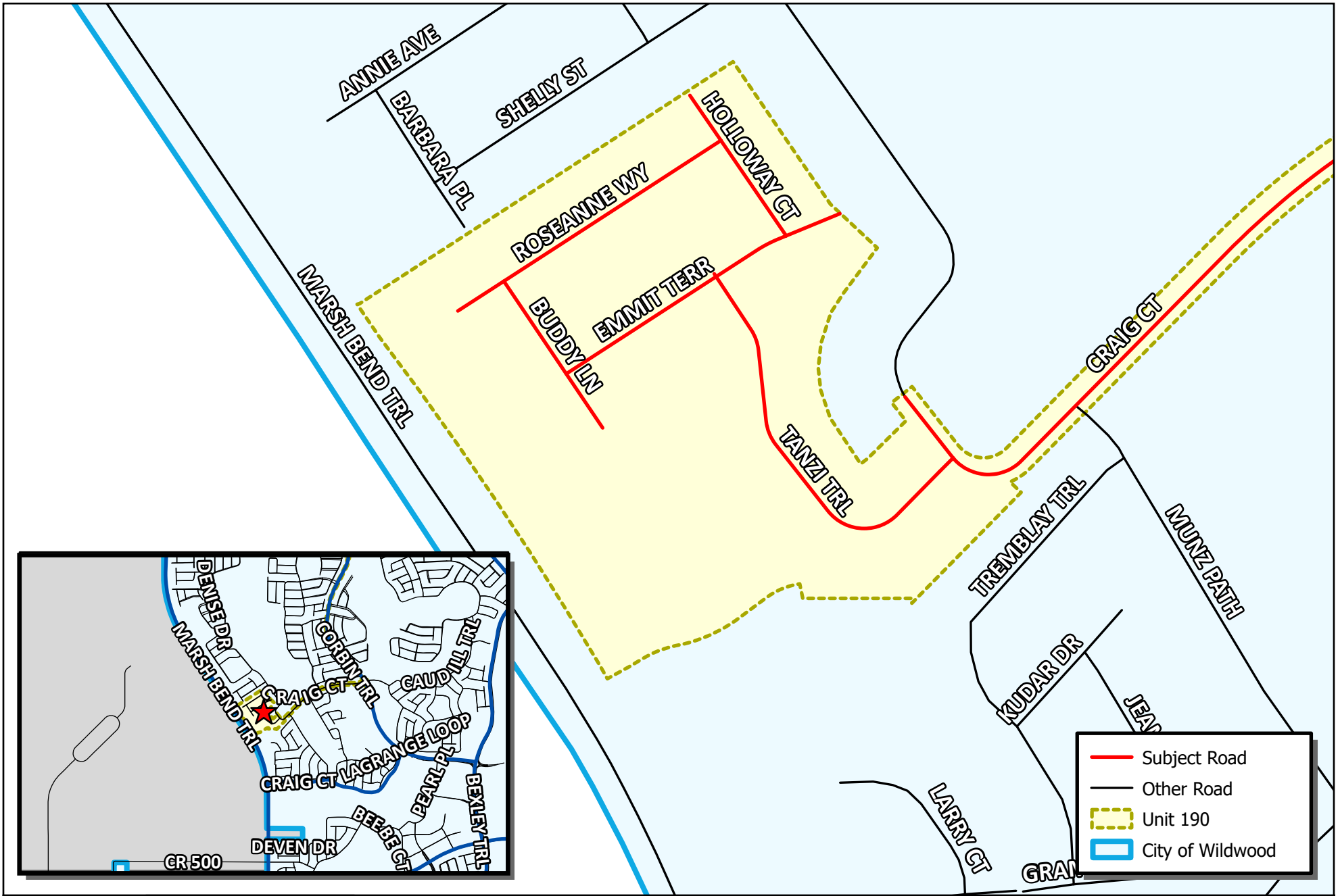
**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of January, 2024, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

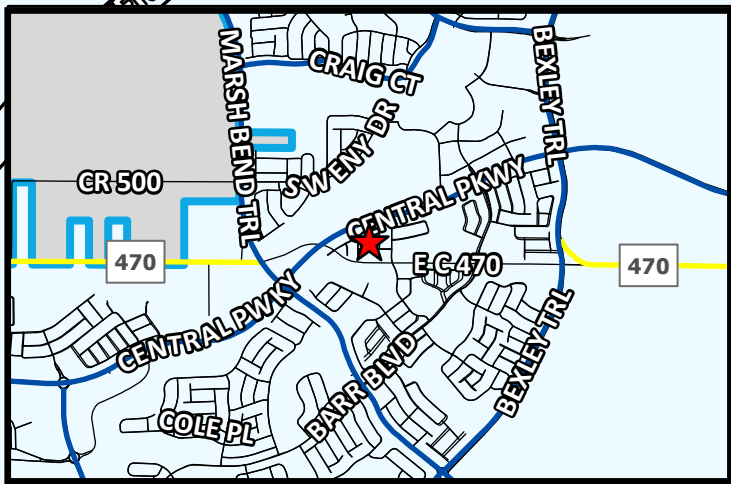
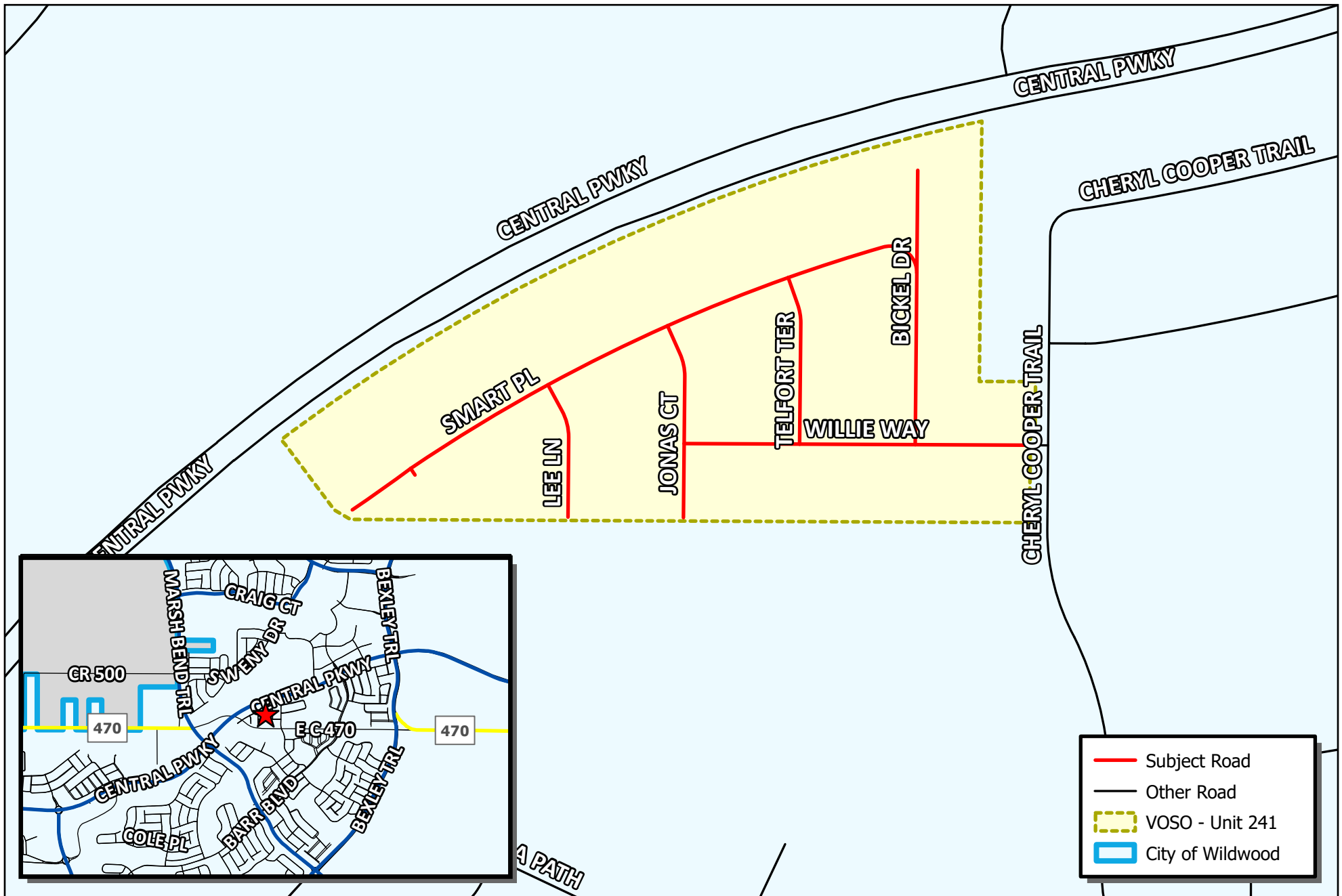

Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____



ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	RIGHT OF WAY DEED VOSO - UNIT 190 FINAL PLAT PLAT 2409-009		MAP 1AV LOCATION MAP SEP 2024
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CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Release of Lien - 116 Woodlane Ave/Parcel #G05R073

REQUESTED ACTION: Staff recommends reduction of fine and release of lien upon payment of outstanding balance in the amount of \$1305.48.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Code case #1804-0004 was opened on April 16, 2018, for exterior maintenance and derelict vehicle violations. An Order of Fine was entered on November 6, 2018, for \$25.00 per day commencing November 6, 2018, and ordered to end when exterior repairs to the home were made and derelict vehicles were removed.

The property was purchased by its current owner on October 6, 2024. The new owner completely remodeled the home and cleared derelict vehicles. After the property was brought into compliance, the owner listed the property for sale and is currently under contract for the sale of the property with an anticipated closing date at the end of April 2025. The new buyer intends to occupy the residence.

On April 8, 2025, the Special Magistrate recommended a reduction of fines and case costs from \$58,880.48 to \$1,305.48 with payment due in 30 days.

Staff recommends approval of the reduction of fine, release of lien, and subsequent recording with the Sumter County Clerk of Courts upon payment of \$1305.48 to the City of Wildwood.

Prepared by and Return To:
Code Enforcement
City of Wildwood
100 North Main Street
Wildwood, FL 34785

**BEFORE THE SPECIAL MAGISTRATE
CITY OF WILDWOOD, FLORIDA**

CITY OF WILDWOOD, FL.
Petitioner

ty of Wildwood Case #: 1804-0004

vs.

Charles & Belinda Adams / Hapro Holdings LLC
Respondent(s).

ORDER FOR REDUCTION OF FINE

This cause came on for hearing on April 8, 2025, before the Special Magistrate of the City of Wildwood, Florida, upon petition of the City of Wildwood Code Enforcement Officer and the Special Magistrate, having heard the testimony of the respective parties present and the evidence presented, the following Findings of Fact and Conclusions of Law are made:

Findings of Fact

- 1** - That Respondent Hapro Holdings LLC; Charles & Belinda Adams, 116 Woodlane Avenue, Wildwood, FL 34785, was properly served with notice of these proceedings at least ten (10) days prior to the hearing herein.
- 2** - The violation which is the subject of this proceeding, occurred on real property located in the City of Wildwood, Sumter County, Florida, described as: Lot 73 and the South ½ of Lot 74, WOODLANE MEADOWS, according to the plat, thereof recorded in Plat Book 4, Page 71 and 71A, of the Public Records of Sumter County, Florida.
- 3** - On or before April 16, 2018, the Respondent has a structure that contains a blighting influence on the city and a derelict vehicle parked on the property.
- 4** - The respondent had in excess of 204 days to bring the property into compliance with the City of Wildwood's Code of Ordinances.
- 5** - At the August 7, 2018, Code Enforcement Hearing, the **Special Magistrate** signed an Order of Enforcement which required the Respondent to make the necessary repairs, including repairs to any chipped siding and/or paint, all gutters, downspouts and awnings, while paneling on the south end of the property needs to be repaired and/or replaced within sixty (60) days of signed Order of Enforcement. If required for repairs, the Respondent shall obtain the proper building permits through the Sumter County Building Department within sixty (60) days of receiving the Order of Enforcement. The respondent shall also have ten (10) days to provide proof that the derelict vehicle is either registered and operational or to arrange for its removal from the property. The Respondent shall contact the City of Wildwood Code Enforcement Office at (352) 330-1330, extension 109, to advise that the building has been brought

into compliance and request an inspection to verify this. The respondent shall also pay costs associated with the file in the amount of \$100.75 within sixty (60) days.

6 – Respondent was not present for the August 7, 2018, hearing.

7 – A site re-inspection was conducted, and it was observed that the property has not been brought into compliance. A hearing was scheduled for November 6, 2018, at which fines were imposed; however, the respondent was not present. And a lien was recorded against the property for daily accruing fines.

8 – Between 2019 and 2023, the property remained out of compliance, accruing daily fines of \$25 per day.

9 – On August 29, 2024, the property was sold to Hapro Holdings, which subsequently brought it into compliance. Hapro Holdings has requested a reduction of the accrued fines, which currently total \$52,880.48.

10 – On November 19, 2024, an inspection was conducted, confirming that the property was undergoing remodeling and that the exterior had been brought into compliance. Fines were stopped on this date.

Conclusions of Law

1 – The Respondent had violated the provisions of City of Wildwood Code of Ordinances, Section(s): 7-67, 7-68, 7-69, 13-31, 13-32, 13-33, 13-34, 13-35, 13-36, 13-37, 13-38, 13-39, 13-40, as well as any other Codes and Ordinances that may apply.

2 – The respondent has brought the property into compliance with all City Ordinances

3 – Based upon the facts and evidence presented, an Order for Reduction of Fine is warranted.

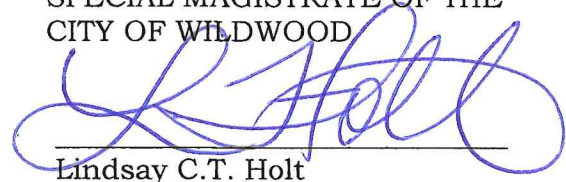
Order

1 – The fines associated with the file, totaling \$52,880.48, shall be reduced to \$1000.00.

2 – The costs associated with the file in the amount of 305.48 shall be paid within 30 days.

DONE and ORDERED at City of Wildwood, Sumter County, Florida, this 8th day of April 2025.

SPECIAL MAGISTRATE OF THE
CITY OF WILDWOOD



Lindsay C.T. Holt

STATE OF FLORIDA
COUNTY OF SUMTER

Being an officer duly authorized to administer oaths and take acknowledgments, I hereby certify that on this day, Lindsay C.T. Holt, Esq., known to me to be the person who executed the foregoing instrument, acknowledged to and before me that she executed said instrument for the purpose expressed herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Wildwood, Sumter County, Florida, this 8th day of April 2025.



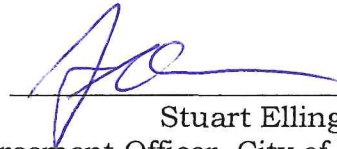
Lindsey Riggs
Notary Public

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DESIRES TO APPEAL ANY DECISION CONCERNING A MATTER CONSIDERED AT A PUBLIC MEETING OR HEARING OF THE SPECIAL MASTER, CITY OF WILDWOOD, FLORIDA, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS. A PERSON MAY NEED TO ENSURE A VERBATIM RECORD FOR SUCH PURPOSE IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

PURSUANT TO SECTION 162.11, FLORIDA STATUTES, EITHER THE CITY OF WILDWOOD OR THE RESPONDENT MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE SPECIAL MASTER TO THE CIRCUIT COURT IN SUMTER COUNTY, FLORIDA. SUCH AN APPEAL SHALL BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order of Fine, signed by the City of Wildwood Special Magistrate on April 8, 2025, was forwarded via Certified Mail: 7017 3380 0001 1325 4867 to Hapro Holdings on April 8, 2025, with proper postage affixed thereon.

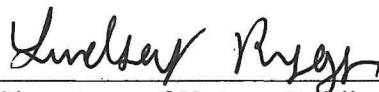


Stuart Ellington
Code Enforcement Officer, City of Wildwood, Fl.

Acknowledgement Certificate

State of: Florida
County of: Sumter

The foregoing instrument was acknowledged this 8th day of April, 2025, 2018 by Stuart Ellington, who personally appeared before me and acknowledged that he signed the instrument voluntarily for the purpose expressed in it.



Signature of Notary Public, State of Florida

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Baker House Historical Site Listing

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT: None

HISTORY/FACTS/ISSUES:

The Daughters of the American Revolution would like to recognize Wildwood's Historic Baker House as one of Florida's historical sites and properties. They have requested that the Baker House be listed on their website to help inform residents and visitors about the historical significance of the house and the various events held there. This listing, which will be completed by a member of the Daughters of the American Revolution, with guidance and information provided by the Parks and Recreation department, will serve as an educational resource for all. No additional requirements are needed.

The Daughters of the American Revolution, founded in 1890 and headquartered in Washington, D.C., is a non-profit, non-political volunteer women's service organization dedicated to historic preservation, education, and patriotism.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Purchase of Seven Spare Lift Station Pumps for the Amount of \$112,740.00

REQUESTED ACTION: Staff Recommends Approval

CONTRACT:

Vendor/Entity: Xylem Water Solutions

Effective Date: 03/28/2025

Termination Date:

Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: This is a budgeted item in the 24/25 fiscal budget. Funds are available in account 401-535-60-6250 (Lift Station Upgrades).

HISTORY/FACTS/ISSUES:

During lift station pump inventorying this year, staff learned there are a vast number of pumps at the end or beyond the end of their life cycle. This request is to purchase 7 lift station pumps to replace the outdated pumps. Once replaced, staff will send the old pumps out for refurbishment or replacement in the upcoming budget year. Utility department staff have budgeted for the purchase of spare pumps. Flygt is the city's specified lift station pump, and Xylem/Flygt is the sole source provider. See attached quote and sole source letter.



**Xylem Water Solutions USA Inc. /
Flygt Products**

455 Harvest Time Dr., Sanford, FL 32771
Phone: 407-880-2900 • Fax: 407-880-2962

To: City of Wildwood
Attention: Scott Alier

Date: March 11, 2024

Subject: Pump Replacements
Quote Number: 2025-APO-****

We are pleased to offer the following equipment:

Pump 1:

3085.182-6002 3 HP 434 Impeller

Pump 1 Replacement:

- (1) 3085.060**** Flygt Model NP - 3085.060 3" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 3 HP 1700 RPM motor, 462 impeller 50 Ft. length of SUBCAB submersible cable FLS Enabled

Pump 1 Price: \$9,028.00

Pump 2:

3085.183-3354 3 HP 466 Impeller

Pump 2 Replacement:

- (2) 3085.060**** Flygt Model NP - 3085.060 3" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 3 HP 1700 RPM motor, 463 impeller 50 Ft. length of SUBCAB submersible cable FLS Enabled

Pump 2 Price: \$18,056.00

Pump 3:

3102.180-0816 5 HP 435 Impeller

Pump 3 Replacement:

- (2) 3102.060**** Flygt Model NP - 3102.060 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 5 HP 1760 RPM motor, 462 impeller 50 Ft. length of SUBCAB submersible cable FLS Enabled

Pump 3 Price: \$21,672.00

Pump 4:

3152.181-0738 20 HP 454 Impeller

Pump 4 Replacement:

- (1) 3171.185**** Flygt Model NP - 3171.185 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 25 HP 1755 RPM motor, 455 impeller 50 Ft. length of SUBCAB submersible cable FLS Enabled

Pump 4 Price: \$35,839.00

Pump 5:

3171.185-0091 35 HP 275 Impeller



**Xylem Water Solutions USA Inc. /
Flygt Products**

455 Harvest Time Dr., Sanford, FL 32771
Phone: 407-880-2900 • Fax: 407-880-2962

Pump 5 Replacement:

- (1) 3171.185**** Flygt Model NP - 3171.185 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 35 HP 3530 RPM motor, 275 impeller 50 Ft. length of SUBCAB submersible cable FLS Enabled

Pump 5 Price: \$43,614.00

Pump 6 (Lift Station #34):

3102.060-0614 6.5 HP 256 Impeller

Pump 6 (Lift Station #34) Replacement:

- (1) 3102.060**** Flygt Model NP - 3102.060 3" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 6.5 HP 1760 RPM motor, 256 impeller 50 Ft. length of SUBCAB submersible cable FLS Enabled

Pump 6 (Lift Station #34) Price: \$11,275.00

Pump 7:

3102.180-9480336 5 HP 435 Impeller

Pump 7 Replacement:

- (1) 3102.060**** Flygt Model NP - 3102.060 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 5 HP 1760 RPM motor, 462 impeller 50 Ft. length of SUBCAB submersible cable FLS Enabled

Pump 7 Price: \$10,836.00

Total Price (Before Discount): \$150,320.00

- (1) 25% Discount = (\$37,580)

Total Price (After Discount): \$112,740.00

Exclusions:

WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity:

THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes:

State, local, and other applicable taxes are not included in this quotation.

Freight Terms:

DAP; Jobsite - Full Freight Allowed (per Incoterms 2020)

Shortages:

Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped, and the appropriate claims made.



**Xylem Water Solutions USA Inc. /
Flygt Products**

455 Harvest Time Dr., Sanford, FL 32771
Phone: 407-880-2900 • Fax: 407-880-2962

Tariff Charges: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes") and such Tariff changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: *This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem-inc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made part of the agreement between the parties.*

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

Company Name: _____

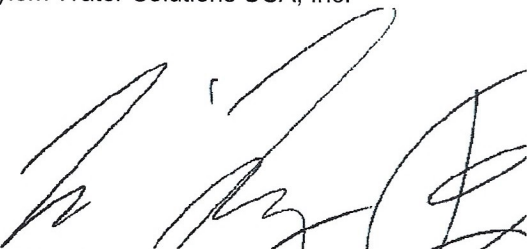
Address: _____

Accepted By: _____

Print Name: _____

Date: _____

Xylem Water Solutions USA, Inc.



Te'Jay Brown



XYLEM WATER SOLUTIONS USA, INC. – FLYGT PRODUCTS
455 Harvest Time Drive. Sanford Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

January 20, 2025

City of Wildwood, Florida
Attn: Robert Schoepe

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised that Xylem Water Solutions USA, Inc. is the only authorized vendor for Flygt Products and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Our staff is properly trained to provide you the best service available.

Thank you for your interest in Flygt Products. Do not hesitate to call me if you have any questions regarding distribution or any other matter.

Sincerely,

A handwritten signature in black ink, appearing to read "TJ Brown", is written over a horizontal line.

TJ Brown
Sales Representative

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Generator Purchase for Lift Stations 48 and 50 for the Amount of \$147,146.00

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: Ring Power
Effective Date: 03/28/2025 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: This is a budgeted item in the 24/25 fiscal budget. Funds are available in account 401-535-60-6250 (Lift Station Upgrades).

HISTORY/FACTS/ISSUES:

Staff requests to purchase two (2) new onsite generators for lift stations #48 (Triumph South) and #50 (Densan Park) . The new generators will provide continuous, uninterrupted service and increase reliability during storm and emergency events. The generators are procured from a Sourcewell Cooperative Pricing Agreement through Ring Power Caterpillar. Attached is a quote from Ring Power Ocala for the amount of \$147,146.00.

Ring Power®
OLYMPIAN™
GENERATORS

Your North and Central Florida Caterpillar Dealer
ST. AUGUSTINE
 500 World Commerce Prkwy
 St. Augustine, FL 32092
904-737-7730
TALLAHASSEE
 32000 Blue Star Hwy
 Midway, FL 32343
850-562-1622
OCALA
 6202 N US 301/441
 Ocala, FL 34475
352-732-4600
ORLANDO
 9901 Ringhaver Dr.
 Orlando, FL 32824
407-855-6195
TAMPA
 9797 Gibsonton Dr
 Riverview, FL 33569
813-671-3700
SALES**SERVICE****PARTS****LEASING****RENTALS**
QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT
DATE: **03.11.25**QUOTATION NO: **RB25-31318945.Sourcewell**
 CUSTOMER NAME: **City of Wildwood Sourcewell ID 34722**

ADDRESS:

CITY/STATE/ZIP: **Wildwood, FL 34785**

PHONE:

ESTIMATED SHIPPING LEAD TIME: **12-14 Weeks.**SHIPPING VIA/FOB: **Jobsite**ESTIMATED SUBMITTAL LEAD TIME: **2 WEEKS**JOBSITE ADDRESS: **TBD**CITY/STATE/ZIP: **Wildwood FL 34785**PROJECT NAME: **WW 2025 Lift Station Upgrades. LS 48 & LS 50**
TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
QTY TWO (2) New Caterpillar C4.4 Diesel Engine Generator Set, 50kW, Rated Standby, Voltage Varied By Job Site, Three Phase, UL2200 Equipped as Follows: - GCCP1.2 Generator Controller - Block Heater - Electronic Governor - Alarms and Shutdowns - Generator Run Relay - Permanent Magnet-Excited - Battery: Wet with Cables, Battery Charger 10 A - Generator Circuit Breaker 250 Amp, Adjustable Trip - Secondary Breaker For Load Banking, 250 Amp, Adjustable Trip Enclosure Sound Attenuated. 150 MPH Wind Load Certification - Internal Exhaust Silencer Fuel Tank UL142- 55 Hour Sub-Base 255 Gallon With Rupture Basin - Color: Cat White Enclosure Black Base Tank.		

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

Customer: _____ Salesman's Signature:

Rainer Berry

Rainer Berry. EPG Sales Central FL

TERMS

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

Quote No. **RB25-31318945.Sourcewell**

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
QTY TWO (2) New Automatic Transfer Switches • ASCO 300 Series, 200 Amp, Non Service Rated, Voltage by Site • Nema 4X SS Enclosure • 11BE – Programmable Engine Exercisor • 18RX – Source Availability Contacts • 44G – Anti Condensation Heater Wired to Load Side Terminals SCOPE OF INSTALLATION • All Material, & Labor for A Complete Installation. • Modify or Pour Generator Pad as Needed • Deliver, Offload, Set, Connect, & Anchor New Generator & Transfer Switch • Customer Responsible for Panel Mount Modifications to Accommodate Transfer Switch if Needed. Start-up: Perform Required Caterpillar Commissioning. Perform a 2 Hour Generator Full Load Test. Perform a System Customer Witness Transfer Test. Basic Customer Instruction is Included. O&M's One (1) Set of Operation and Maintenance Manuals Warranty: <u>5 Year Platinum Plus Caterpillar ECS / ASCO 5 Year Extended Coverage</u>		
PER UNIT Total Net Per Sourcewell Contract # 092222-CA		\$73,573.00
Total Net Per Sourcewell Contract # 092222-CAT	\$147,146.00	\$147,146.00

NOTE:

- Purchase orders must include the current Sourcewell Contract Number 092222-CAT and the Customer Sourcewell Member Number – 34722
- Generator Sized for 11 HP Pumps, Lead / Lag, Across The Line Starting. LS 48 -240V 3 PH, LS 50-480V 3 Ph. Confirm Voltage Prior to Order

Notice to Buyer:

This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.

See Page 3 For Additional Notes

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
NOTE 1. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up. This includes all auxiliary power for generator/enclosure accessories, interconnect wiring, Remote Annunciators, etc. If there are questions regarding the locations for termination, our Project Manager will assist you. Return service calls due to incomplete installation (outside of Ring Power's control) may result in additional charges. 2. Training that is to be videotaped, requires Ring Power approval in advance. RPC "Video Recording Agreement" / waiver signed by the customer / end-user in advance. Videographer / Recording Equipment to be provided by others. 3. Third Party Testing provided by others (i.e. NETA, Infrared Scanning, etc...)In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, etc... 4. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies <u>prior</u> to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included. 5. No sales tax included 6. Proposal is based on information supplied by the Customer, & Review of Previous Submittal. 7. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal. 8. Equipment shipped will be invoiced for at the time of delivery. 9. Ring Power will not release equipment for production until we have received the signed sales agreement or PO and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs. If you need any assistance, please contact your sales representative.		

Thank you for considering Ring Power Systems for your generator needs

Rainer Berry

Rainer Berry

Ring Power Systems, Retail Generator Sales NE Florida, Central FI
904-494-7561 Office 904-679-9706 Cell
Rainer.Berry@Ringpower.com

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

	List Price Discount
Stationary Diesel	
C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)	
D20 - 20 kW	19%
D25 - 25 kW	19%
D30 - 30 kW	19%
C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
D80 - 80 kW	31%
D100 - 100 kW	31%
C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	35%
C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
D125 - 125 kW	31%
D150 - 150 kW	31%
D175 - 175 kW	31%
D200 - 200 kW	31%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
250 kW	31%
300 kW	31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)	
350 kW	31%

400 kW	31%
450 kW	31%
500 kW	31%
C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)	
550 kW	31%
600 kW	31%
C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	32%
800 kW	32%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	33%
1250 kW	34%
C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D800 - 800 kW	31%
C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D1000 - 1000 kW	31%
D1250 - 1250 kW	31%
3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	36%
1750 kW	34%
3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	36%
2750 kW	33%
3000 kW	33%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	29%
C175-16 T4F, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
4000 kW	24%

4000 kW Confidential Green

50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)		
DG50-60 kw		18%
100 - 200 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)		
DG100 - 200 kW		18%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)		
DG100 - 150 kW		18%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)		
175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)		
DG175 - 175 kW		26%
350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAM" Caterpillar Price List)		
DG350 - 350 kW		26%
DG400 - 400 kW		26%
DG450 - 450 kW		26%
CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)		
DG350 - 350 kW		23%
DG400 - 400 kW		23%
DG450 - 450 kW		23%
DG500 - 500 kW		23%
G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412NPG/NGG" Caterpillar Price List)		
375 kW		20%
450 kW		20%
500 kW		20%
G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)		
750 kW		18%
1000 kW		18%
G3512 60 HZ, 1500kW Natural Gas G3512 HNL		
1500kw		18%
G3516 NQL		
1500kw		18%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection)		
(Reference the "PSNA-EPG-F_G3516BNPL" Caterpillar Price List)		
Removed		18%
G3516C 60 HZ, 1500 kW Natural Gas		
(Reference the "PSNA-EPG-F_G3516CNPL" Caterpillar Price List)		
1500 kW		18%
G3516A 60HZ (Reference the "PSNA-EPG-F_G3516ANQL" Caterpillar Price List)		
All		18%
G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)		
1966 kW		18%
G3520H 60 HZ, 2469 kW Natural Gas		
(Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)		
2469 kW		17%
Caterpillar: Confidential Green		
G3520 Fast Start 60 HZ, 2.0 - 2.6 MW Natural Gas		

(Reference the "PSNA-EPG-F_G3520NPL" Caterpillar Price List)	22%
2.0 - 2.6 MW	
G3520C 60 HZ, Natural Gas G3520CLGL and G3520CLPL	20%
ALL	
G3520H 60 HZ, Natural Gas G3520HNPL	20%
ALL	
CHP Solutions Packages HPS1500N, HPS2000N, HPS2500N	
1.4 - 2.5 MW	20%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)	
Removed	20%
	20%
CG132, CG170, CG260 (custom)	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.	
Each quote is custom for the specific application.	15%
However, members will receive a 15% discount off of the configured list price from each member’s local dealer.	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	21%
30 kW	21%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power *Temporarily Discontinued	21%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power *Temporarily Discontinued	21%
110 kW *Temporarily Discontinued	21%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
182 kW Prime Power	21%
200 kW Prime Power	21%
XQ330, 60 HZ, 330 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
264 kW Prime Power	21%
288 kW Prime Power	21%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	21%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	21%
XQ1140, 60 HZ, 1140 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
910 kW Prime Power	21%
XQ2280, 60 HZ, 2280 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)	
1825 kW Prime Power	21%
Caterpillar: Confidential Green	

Switchgear (customizable) <i>Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a 12% discount off of the configured list price from each member's local dealer.</i>	12%
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
All Hybrid Products	22%
Energy Stoarge System	
XES01AN	21%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)	
235 ATS's Available	20%

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided	Sourcewell Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Engineering Services	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Extended Service Contracts	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Used Equipment Multiplier

Rental Agreements Please reference the Cat Rental National Accounts contract #062320-CAT for all your rei

Caterpillar Rental Agreements Product & Services Multiplier

Rental Agreements Please reference the Cat Rental National Accounts contract #062320-CAT for all your rental needs.

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Product Name and Product Description

PV Panel (Solar Panels)

Time Shift - 60 Hz ES 1.5 MW-hr, 1x 20', Energy, 570 kVA, 1518 kWh, ~127 min
Time Shift - 60 Hz ES 3.0 MW-hr, 2x 20', Energy, 1000 kVA, 3036 kWh, ~145 min
Time Shift - 60 Hz ES 3.5 MW-hr, 2x 20', Energy, 1000 kVA, 3542 kWh, ~170 min
Time Shift - 60 Hz ES 4.0 MW-hr, 2x 20', Energy, 1000 kVA, 4048 kWh, ~194 min
Time Shift - 60 Hz ES 4.6 MW-hr, 3x 20', Energy, 1000 kVA, 4554 kWh, ~218 min
Time Shift - 60 Hz ES 5.1 MW-hr, 3x 20', Energy, 1000 kVA, 5060 kWh, ~242 min
Time Shift - 60 Hz ES 5.6 MW-hr, 3x 20', Energy, 1000 kVA, 5566 kWh, ~267 min
Time Shift - 60 Hz ES 6.1 MW-hr, 3x 20', Energy, 1000 kVA, 6072 kWh, ~291 min
Time Shift - 60 Hz ES 6.6 MW-hr, 3x 20', Energy, 1000 kVA, 6578 kWh, ~315 min
Time Shift - 60 Hz ES 7.1 MW-hr, 4x 20', Energy, 1000 kVA, 7084 kWh, ~340 min
Time Shift - 60 Hz ES 7.6 MW-hr, 4x 20', Energy, 1000 kVA, 7590 kWh, ~364 min
Time Shift - 60 Hz ES 8.1 MW-hr, 4x 20', Energy, 1000 kVA, 8096 kWh, ~388 min
Time Shift - 60 Hz ES 8.6 MW-hr, 4x 20', Energy, 1000 kVA, 8602 kWh, ~412 min
Time Shift - 60 Hz ES 9.1 MW-hr, 4x 20', Energy, 1000 kVA, 9108 kWh, ~437 min
Grid Stabilizer - 60 Hz PGS1260, 1x 20', Power, 1000 kVA, 672 kWh, ~32 min
Grid Stabilizer - 60 Hz PGS840, 1x 20', Power, 840 kVA, 448 kWh, ~25 min

Unit of Issue	Ancilliary Items (Sold Separately)	Microgrid Solution Commercial List Price	Power Analytics Cyber-Secure Network List Price Add (Optional)	40 FT ISO Container List Price Add (Optional)
Due to the customization and plethora of options, it is not feasible to list individual components at this time. For pricing and availability, Sourcewell members can contact their account manager.				
Each	N/A	\$ 1,309,989		N/A
Each	N/A	\$ 2,263,804		N/A
Each	N/A	\$ 2,507,909		N/A
Each	N/A	\$ 2,750,774		N/A
Each	N/A	\$ 3,257,104		N/A
Each	N/A	\$ 3,461,724		N/A
Each	N/A	\$ 3,705,829		N/A
Each	N/A	\$ 3,948,694		N/A
Each	N/A	\$ 4,191,559		N/A
Each	N/A	\$ 4,708,735		N/A
Each	N/A	\$ 4,903,749		N/A
Each	N/A	\$ 5,145,374		N/A
Each	N/A	\$ 5,389,479		N/A
Each	N/A	\$ 5,632,344		N/A
Each	N/A	\$ 990,332		N/A
Each	N/A	\$ 853,487		N/A

Quantity of BDPs	Quantity of 20 Foot Containers	Grand Total Commercial List Price <u>with Sourcewell Discount Applied</u> (Incl Optional Items)	Sourcewell Member List Price Discount
Unable to provide a paper price list for these specific items at this time. Customers can contact their local Caterpillar Dealer.			
1	1	\$ 1,021,791	22.00%
1	2	\$ 1,765,767	22.00%
1	2	\$ 1,956,169	22.00%
1	2	\$ 2,145,604	22.00%
1	3	\$ 2,540,541	22.00%
1	3	\$ 2,700,145	22.00%
1	3	\$ 2,890,547	22.00%
1	3	\$ 3,079,981	22.00%
1	3	\$ 3,269,416	22.00%
1	4	\$ 3,672,813	22.00%
1	4	\$ 3,824,924	22.00%
1	4	\$ 4,013,392	22.00%
1	4	\$ 4,203,793	22.00%
1	4	\$ 4,393,228	22.00%
1	1	\$ 772,459	22.00%
1	1	\$ 665,720	22.00%

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Millennium Park Irrigation Well Control Panel Replacement for the Amount of \$38,537.90

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: Process Control Services LLC
Effective Date: 03/28/2025 Termination Date:
Managing Division/Department: Parks and Recreation Department

BUDGET IMPACT: This is a budgeted item in the 24/25 fiscal year budget. Funds for this project will be utilized from account 401-572-30-4600 (Repair and Maintenance).

HISTORY/FACTS/ISSUES:

Due to its age, the Millennium Park irrigation well control panel has reached the end of its life cycle and needs to be replaced. This will improve the reliability of the irrigation system in preparation for the completion of the Millennium Park expansion project. Staff was able to obtain three bids and recommend approval to have the panel replaced by the lowest bidder, Process Control Services, LLC, for the amount of \$38,537.90. See attached quotes.

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

SCOPE OF SUPPLY

Date: 3-13-25

Project: Millennial park

Customer: City of Wildwood

In accordance with the attached Terms and Conditions, Process Control Services LLC is pleased to offer the following materials/services for the above referenced project. While our complete offering is detailed in this submission, purchase orders directly to manufacturers may be required when ordering.

Provide and install new control panel with SmartComm RTU at millennial park irrigation well as described below.

Soft Starter Control Panel

Qty.	Description
1	Enclosure, Nema 4x, 304SS with back panel
1	Fan/Filter and Exhaust
1	Thermostat
1	Main Circuit Breaker/Disconnect
1	ABB PSTX Soft Starter
1	ABB 36 months warranty
1	Surge arrestor
1	Control Power transformer with Primary fuses
1	Keyed Selector Switch, 3-Position, Maintained, HOA
1	Pressure switch
1 Lot	Misc. terminal blocks, fuses, wires, labels, etc...
1	Yr-warranty
1	UL Listed

401-572-304600

Process Control Services LLC

1205 Pinewood Lane

Ocoee FL, 34761

407.252.5033

1 SmartComm RTU

PCS's Price includes installation of panel and RTU

PRICE, DELIVERY AND TERMS OF OFFERING

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced for identification and clarification only and **does not imply the Section is offered in its entirety.**

PRICE: \$38,537.90 FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

DELIVERY: 10-12 weeks after complete and acceptable approval is received.

SUBMITTAL FOR APPROVAL: 6 weeks after acceptable purchase Agreement is received.

TERMS OF PAYMENT

Based on initial and continuing credit approval by Process Control Services LLC., the following payment terms apply:

- Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

Process Control Services LLC

1205 Pinewood Lane

Ocoee FL, 34761

407.252.5033

Thank you for the opportunity to offer this Scope of Supply, questions and/or comments regarding this offering should be directed to the salesperson whose name is affixed to the Scope of Supply.

Wade Mathis

407-252-5033

Wade@processcontrolservicesllc.com



UTILITY REPAIR EXPERTS
115 Sourwood Lane, Ste D
Groveland, FL 34736
Phone – (352) 638-0416

Quote

Date: March 17, 2025

Quote# 1040

Expiration Date: April 17, 2025

To: **City of Wildwood**
Millennial Park

Qty.	Description	Unit Price	Line Total
	Labor		
	- Installation of control panel		
	- Installation of RTU		
	Control Panel Components		
	- Nema 4x 304 SS enclosure		
	- Main circuit breaker		
	- Soft starters		
	- Surge arrestor		
	- Pressure switches		
	- Terminal block		
	- Fuses		
	- Wires		
	- Smart Comm RTU		
	- 3 position selector switches		
	- 36-month warranty on soft starts		
	**** 10-12-week Lead Time ****		
		Subtotal	
		Sales Tax	
		Total	\$43,162

Quotation prepared by: *Steve Guba*

To accept this quotation, sign here and return: _____

Thank you for your business!

Utility Repair Experts 115 Sourwood Lane, Ste D, Groveland, FL 34736

License # CUC1226232



TLS AUTOMATION

3398 SE 20th Lane
Sumterville, FL 33585

SCOPE OF SUPPLY

Date: March 17, 2025

Project: Millennial Park

Attention: Jason Martin

In accordance with the attached Terms and Conditions, TLS Automation.inc is pleased to offer the following materials/services for the above referenced project.

Soft Starter Smart Comm RTU Control Panel

Qty.	Description
1	Enclosure, Nema 4x, 304SS with back panel
1	Fan/Filter and Exhaust
1	Thermostat
1	Main Circuit Breaker/Disconnect
1	ABB PSTX Soft Starter
1	ABB 36 months warranty
1	Surge arrestor
1	Control Power transformer with
3	Primary fuses
1	Keyed Selector Switch, 3-Position,
1	Maintained, HOA
1	Pressure switch
1	Lot Misc. terminal blocks, fuses, wires, labels, etc...
1	Yr-warranty
1	UL Listed

DELIVERY: 10-12 weeks after complete and acceptable approval is received.

TLS's price includes:

Engineering

Field installation and termination

PLC/HMI programming

PRICE: \$ 39,995.00 FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

TERMS OF PAYMENT

Based on initial and continuing credit approval, the following payment terms apply:

Net 30

- NO HOLDBACK (RETAINAGE) provision is offered or allowed



TLS AUTOMATION

3398 SE 20th Lane
Sumterville, FL 33585

TLS 4-2023 Terms and Conditions, which is attached, is an integral part of this offering.

Thank you for the opportunity to offer this Scope of Supply.
Please contact me with any questions and/or comments regarding this offering.

Ron Robinette

Cell (321) 229-7643 ron@tlsautomation.com



TLS AUTOMATION

3398 SE 20th Lane
Sumterville, FL 33585

Terms and Conditions 4-2023

LIMITATION OF PROPOSAL: The prices and terms quoted in this proposal are subject to acceptance by the Purchaser within a period of (30) calendar days from the date herein.

TLS Automation LLC (TLS) at the time of the writing of the proposal. General plans and specification not actually submitted shall not apply. This proposal, together with all annexed specifications, when accepted, shall be the complete agreement between the parties; and any alternations or unusual and undisclosed conditions or deviations from the above specifications involving extra costs shall be agreed upon in writing by both parties and shall become an additional charge over and above the proposal price set forth herein. Delays or impossibility of performance by TLS because of strikes, accidents, or other reasons beyond the control of TLS shall relieve us from all liability herein.

SHIPMENT: Time of shipment shall be as stated in the proposal after receipt of order and acceptance and final approval of all drawings and submittal.

TERMS OF PAYMENT: Terms are Net 30 days, with approved credit. Otherwise, alternate arrangements must be made. These terms and conditions have control over any terms presented by Buyer, through a purchase order or otherwise. We reserve the right to cancel the contract or cease work if payments thereon are not received when due. 1.5% per month shall be charged on all unpaid balances.

TAXES: The Purchaser shall pay any local, state or federal sales, excise or use tax imposed on the equipment in addition to the prices quoted. Intellectual Property (programs, drawings) remains the property of SES and will grant the end user a lifetime license for their use. End user agrees to not share with a third party said property without written authorization by SES.

WARRANTY LIMITATION: There are no warranties that extend beyond the warranties herein after expressed.

WARRANTIES: All work shall be done in a workmanlike manner according to standard practices. We warrant performance against defects in materials and workmanship for a period of twelve (12) months from the date of shipment from TLS. We agree to pass on to the Purchaser such warranties, if any, as may be extended by the manufacturer for material supplied. Labor for replacing defective materials shall not be provided by us unless it is specifically spelled out in the proposal. We shall not be responsible for materials damaged, lost or stolen after delivery, through no fault of ours, or for failure to deliver and perform because of reasons beyond our control.

EXCLUSIVE REMEDIES: Remedies are limited to the repair or replacement at FOB point of delivery. Consequential damages are excluded. In no event shall SES be responsible for consequential damages of any such defective material or workmanship including, but not limited to, the Purchaser's loss of material or profits, increased expenses of operation, downtime or reconstruction of the work, and in no event shall TLS's obligation under this warranty exceed the original contract price of the defective item. It is agreed that any action for breach of express or implied warranty shall be initiated within fifteen (15) months of the date of shipment by TLS and only those defects that are documented to have occurred within twelve (12) months from the date of the equipment's start-up and acceptance or (18) eighteen months from the date of TLS's shipment will be covered by the warranty.

DISCLAIMER: TLS will not be responsible for damage to equipment or materials through improper installation, storage, improper services, or through attempts to operate it in excess of its rated capacity or recommended use, intentional or otherwise, by parties other than SES or its authorized representatives.

CONDITIONS OF SALE: Prices quoted are those now in effect. Seller reserves the right to bill at the prices in effect at the time of shipment if the proposal is not accepted in writing within thirty (30) days, unless a longer term of validity is in writing on the proposal.

LIMITATIONS OF LIABILITY

A. Neither Seller nor its suppliers of any tier will be liable to Purchaser, whether in contract, in tort (including negligence and strict liability), under any warranty or otherwise, for any special, indirect, incidental, or consequential loss or damage whatsoever, or for loss of or to the plant, loss of use of equipment or power system, cost of capital, loss of profits or revenue or the loss of use thereof, cost of environmental damage or clean-up, or claims of customers of Purchaser. The remedies set forth herein are exclusive, and the total cumulative liability of seller and its suppliers under any purchase order or any act or omission in connection therewith or related thereto, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, will be limited to the price of the contract.

B. The provisions of this Article shall survive termination, cancellation or expiration of the purchase order and shall apply, notwithstanding any other provisions of this Agreement or any related document thereto, to the fullest extent permitted by law. Prior to the transfer of any equipment or material furnished or for which work is furnished hereunder from the project site (except temporarily for repair work or permanently for disposal), or the transfer of any interest therein or in the plant, Purchaser shall obtain for Seller written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded seller and its suppliers under the purchase order.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Proclaim April 22, 2025 as Earth Day

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached Earth Day proclamation.



Proclamation

WHEREAS, Floridians are blessed to steward incredible natural resources like beaches, lakes, inland waterways, expansive forests, wetlands, and preserves; and,

WHEREAS, since April 22, 1970, Earth Day has been celebrated annually across the globe to confront our most pressing environmental issues, unite around a shared mission of protecting the environment we live in, and provide future generations with cleaner air and water, a healthier environment, and a safe and sustainable future; and,

WHEREAS, Earth Day is a valuable opportunity to renew our commitment to preserving and protecting our Earth through community service, responsible stewardship, and daily practices; and,

WHEREAS, the global community still faces challenges including climate change, environmental destruction, deforestation, and air and water pollution; and,

WHEREAS, each and every one of us can contribute to protecting and preserving the planet we share through individual acts such as making our next meal plant-based, using reusable bags, and reducing plastic waste; and,

WHEREAS, at a community level, we can adapt education systems to enhance climate and environmental literacy, advocate for climate action at our schools and workplaces, and volunteer at local environmental organizations; and,

WHEREAS, on Earth Day, we should take time to appreciate the planet we live on, recognize the many environmental issues we are facing, and recommit ourselves to doing our part to “Invest in Our Planet.”

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida, that the 22nd day of April, 2025, be, and is hereby proclaimed as

EARTH DAY

IN WITNESS WHEREOF, we have PASSED and DULY ADOPTED this 14th day of April 2025.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Proclaim April 25, 2025 as Arbor Day

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached annual proclamation for Arbor Day, which is celebrated on the last Friday in April each year.



Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, Arbor Day is now observed throughout the nation and the world; and,

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and,

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and,

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and,

WHEREAS, trees are a source of joy and spiritual renewal; and,

WHEREAS, the City of Wildwood has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting traditions.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida, that the 25th day of April 2025, be, and is hereby proclaimed as

ARBOR DAY

We urge all citizens to support efforts to care for our trees and woodlands and to support the City's community forestry program.

Further, we urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF, we have PASSED and DULY ADOPTED this 14th day of April 2025.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Swear in City Staff and Public Speakers

REQUESTED ACTION:

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: CP 2405-001 7202 Marsh Bend Trail

REQUESTED ACTION: The Planning and Zoning Board/Special Magistrate as the Local Planning Agency recommends approval contingent on the 100% gopher tortoise survey and bird nesting survey if construction is to start within the breeding season.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number	CP 2405-001 7202 Marsh Bend Trail
Ordinance Number	O2025-5
Owner(s)	WGS Properties, LLC
Applicant(s)	WGS Properties, LLC - J.R. Wright, Jr.
Property Location	The subject property is generally located approximately 0.14 miles north of E C 470 with portions west along Marsh Bend Trail.
Parcel(s)	K09A010
Date	April 4, 2025

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 Commercial (Sumter County) to Commercial (City of Wildwood) for the parcel listed above on 7.121 acres MOL. This request is accompanied by a rezoning request RZ 2405-001 (O2025-6).

ANALYSIS: The applicant is proposing to include this parcel (K09A010) with the adjacent southern parcel (K10-006) for water retention areas, utilities, and parking areas for the overall combined development.

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 Commercial (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 water retention areas, utilities, and parking to assist with overall commercial development on the southern parcel, with this additional 7.121 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 Commercial (County) to Commercial (City). The use of the property is already commercial within Sumter County limits and would remain commercial once annexed into the 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 applicants intend for this parcel to be used for water retention areas, utilities, and parking to support commercial development to the south. 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.

(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 1.2.1 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." 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."

(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. A Listed Species Assessment was provided by Terracon Consultants, Inc in August 2024. The site primarily consists of open and forested rural land, a residence, and homestead structure including a workshop, sheds, and chicken coop. One gopher tortoise burrow was located on the site and a 100% gopher tortoise survey is recommended. Should any species be found during pre-construction, proper coordination with FWC and implementation of USFWS will be initiated. Two red-tailed hawks and several songbirds were also identified onsite. In accordance with the MBTA, no permit is required to remove an inactive nest of migratory birds if no additional protection applies based on the BGEPA or ESA. It is recommended to conduct tree clearing activities outside the nesting season which runs from March to July or conduct a migratory bird evaluation of the site prior to land clearing. A breeding bird survey is recommended to ensure active nests will not be impacted during the nesting season.

(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 applicant submitted a transportation impact analysis (TIA) conducted in January of 2025. The TIA was accepted by Sumter County's Public Works Department with the understanding that the parcel is planned to be combined with the adjacent southern parcel to create a combined site for commercial development. This additional parcel will likely contain

water retention areas, utilities, and parking for the overall combined development. A new TIA will be performed for the entire project with specific uses, trip generation counts and traffic analysis for the proposed uses at the time of the site plan application.

Potable Water & Sewer: There is a 16" water main on the east side of Marsh Bend Trail and north side of CR 500. There is no sewer currently available for this parcel. The closest force main line is approximately 8,300 feet from the parcel. The City's wastewater treatment plant has a current permitted capacity of 3.55 million gallons per day (MGD). Through a variety of analysis and forecasts of included new developments, the City has determined it will be close to reaching its system wastewater capacity in or around 2026. The City has initiated the wastewater treatment plant expansion. The City anticipates construction to begin at or around the beginning of 2025. While certain milestones have been set to work towards a completion date of 2027, the actual completion date of the wastewater treatment plant expansion has not been established. Therefore, capacity cannot be guaranteed until substantial completion and occupancy of the wastewater treatment plant at its expanded, city-wide capacity of 5.5 MGD has been achieved. The force main will need to be extended to serve the overall combined commercial development. At the time of extension, the developer would enter into a developer's agreement with the City of Wildwood in which the City would ensure only the previously vested wastewater ERUs from the adjacent southern parcel, K10-006, would be used for the overall combined commercial development unless wastewater capacity can be verified within the wastewater treatment plant at time of the developer's agreement.

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



Amanda Bondi
Planner II, Development Services

ORDINANCE NO. O2025-5

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:

K09A010
WGS Properties, LLC
7.121 +/-

LEGAL DESCRIPTION:

LOT 10, INDIAN OAKS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 53, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

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

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.

SECTION 5. 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

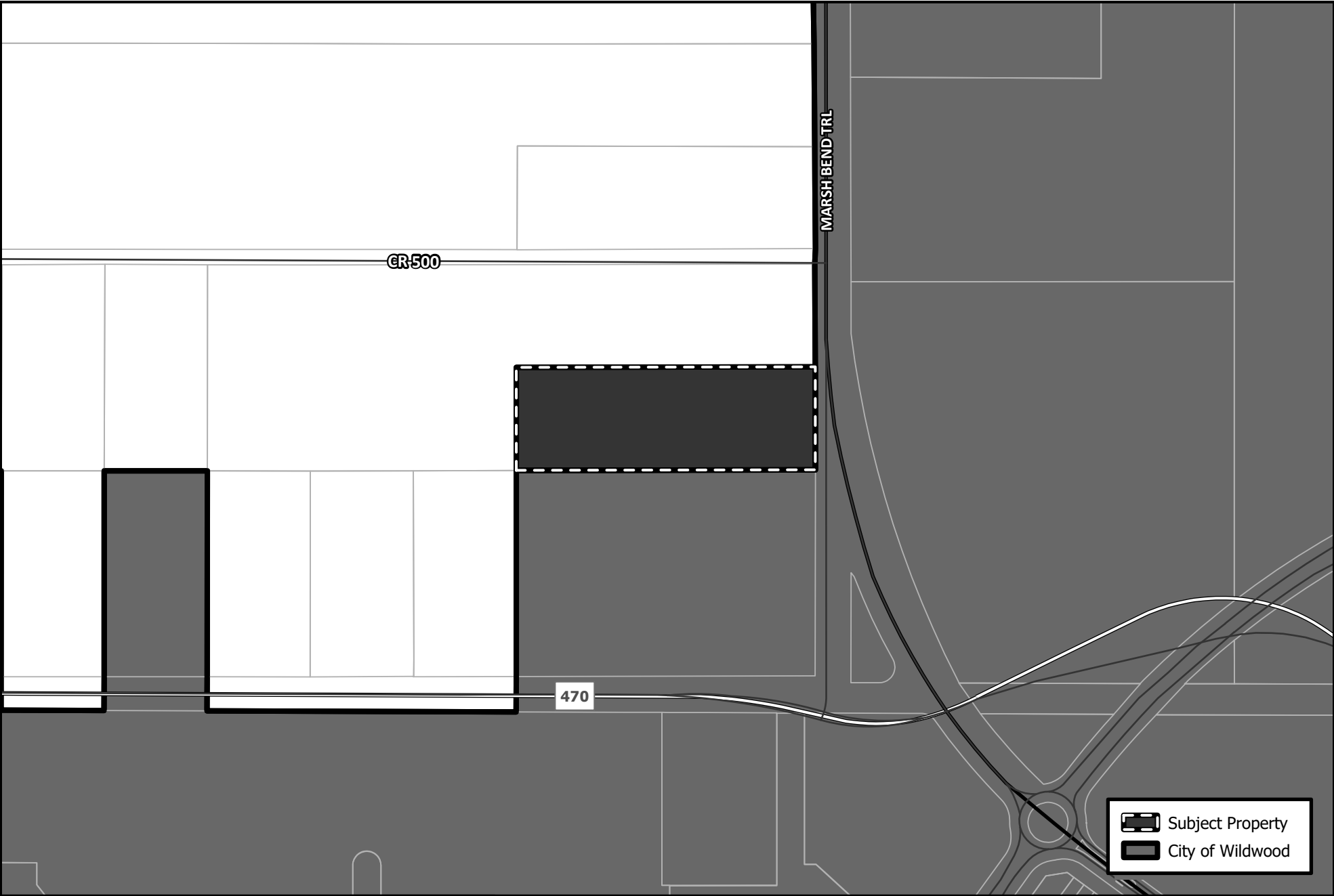
ATTEST: _____
Jessica Barnes, City Clerk

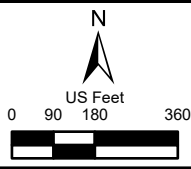
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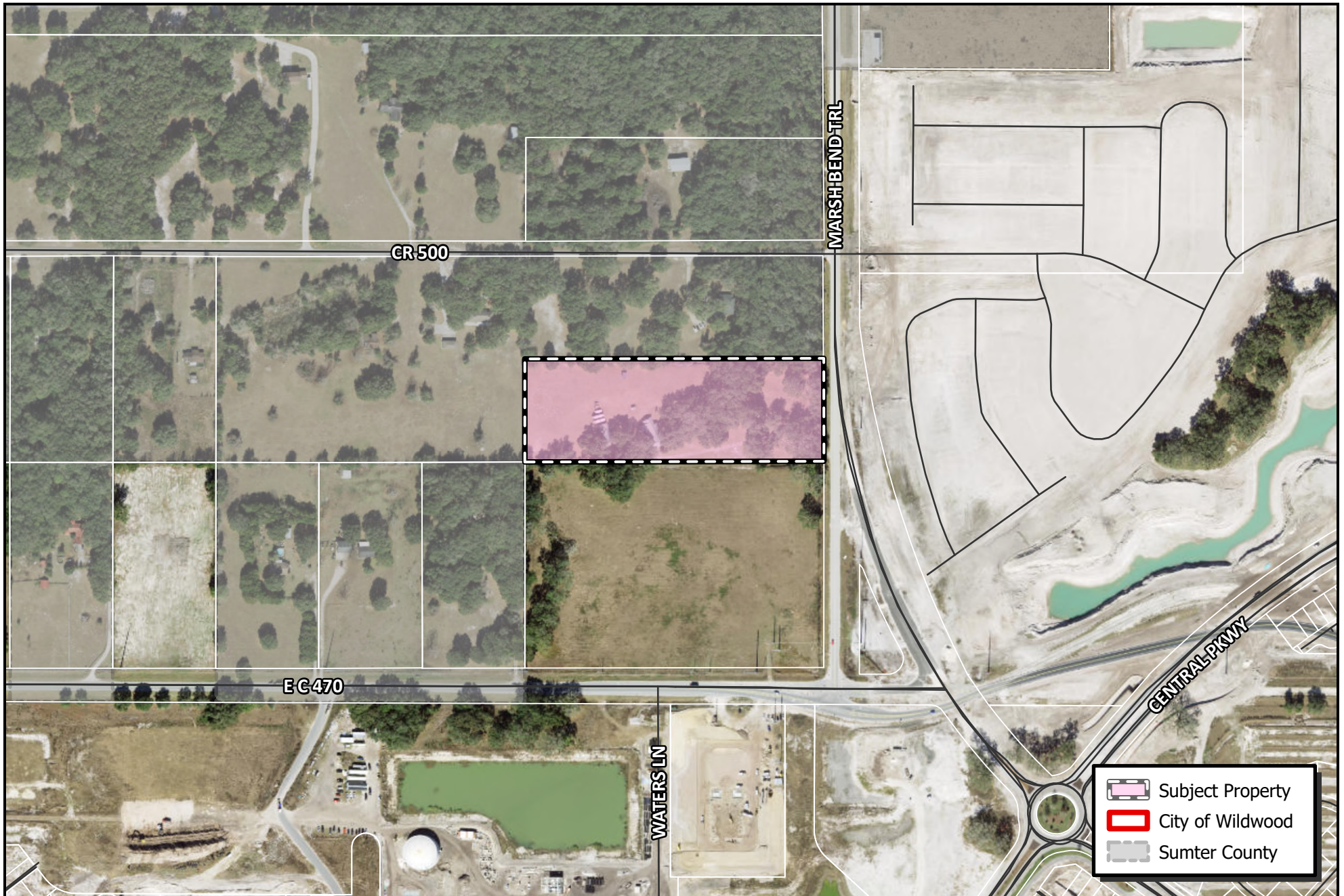
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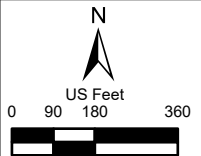
Approved as to form:

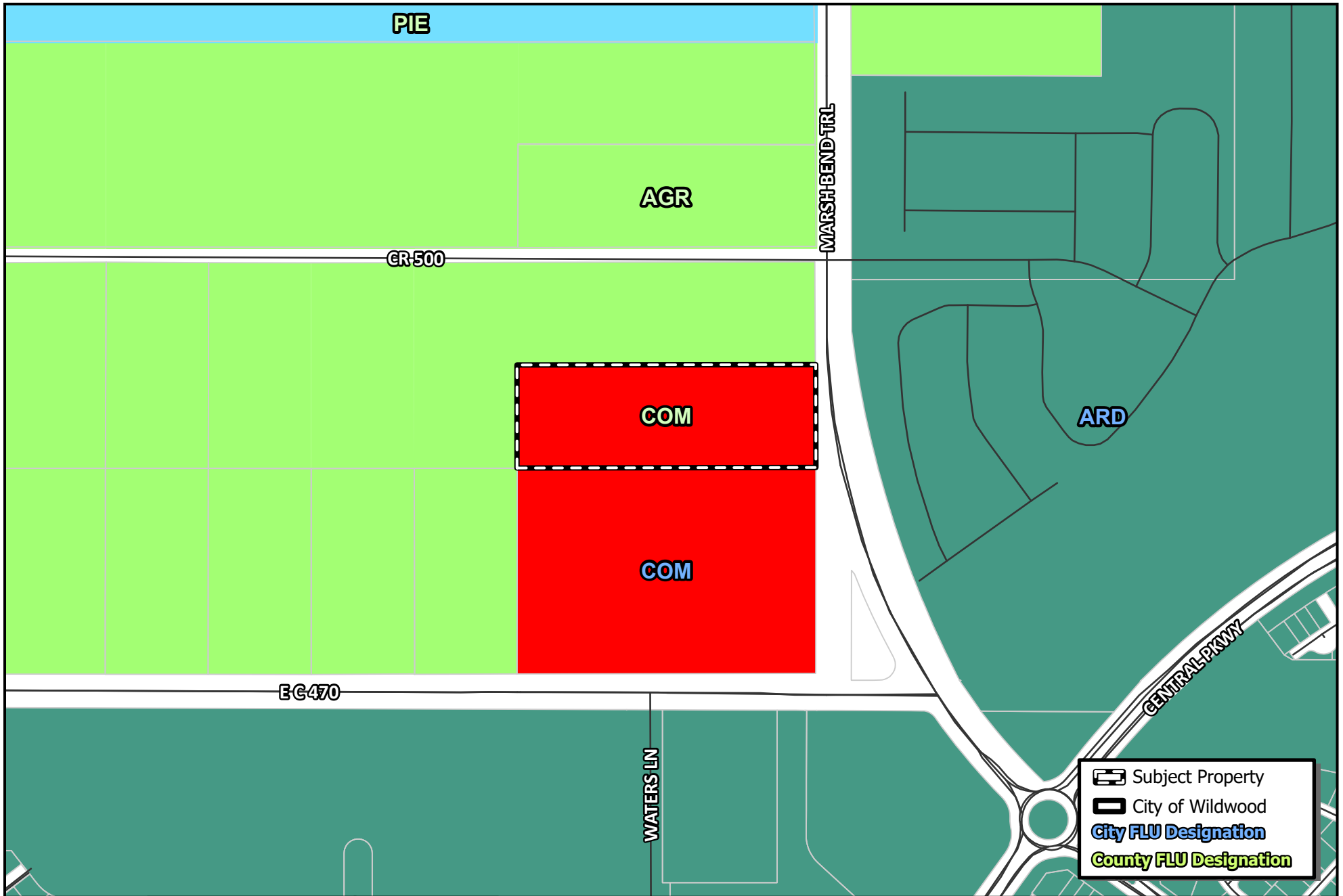
City Attorney

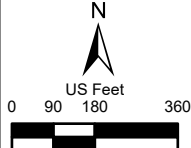


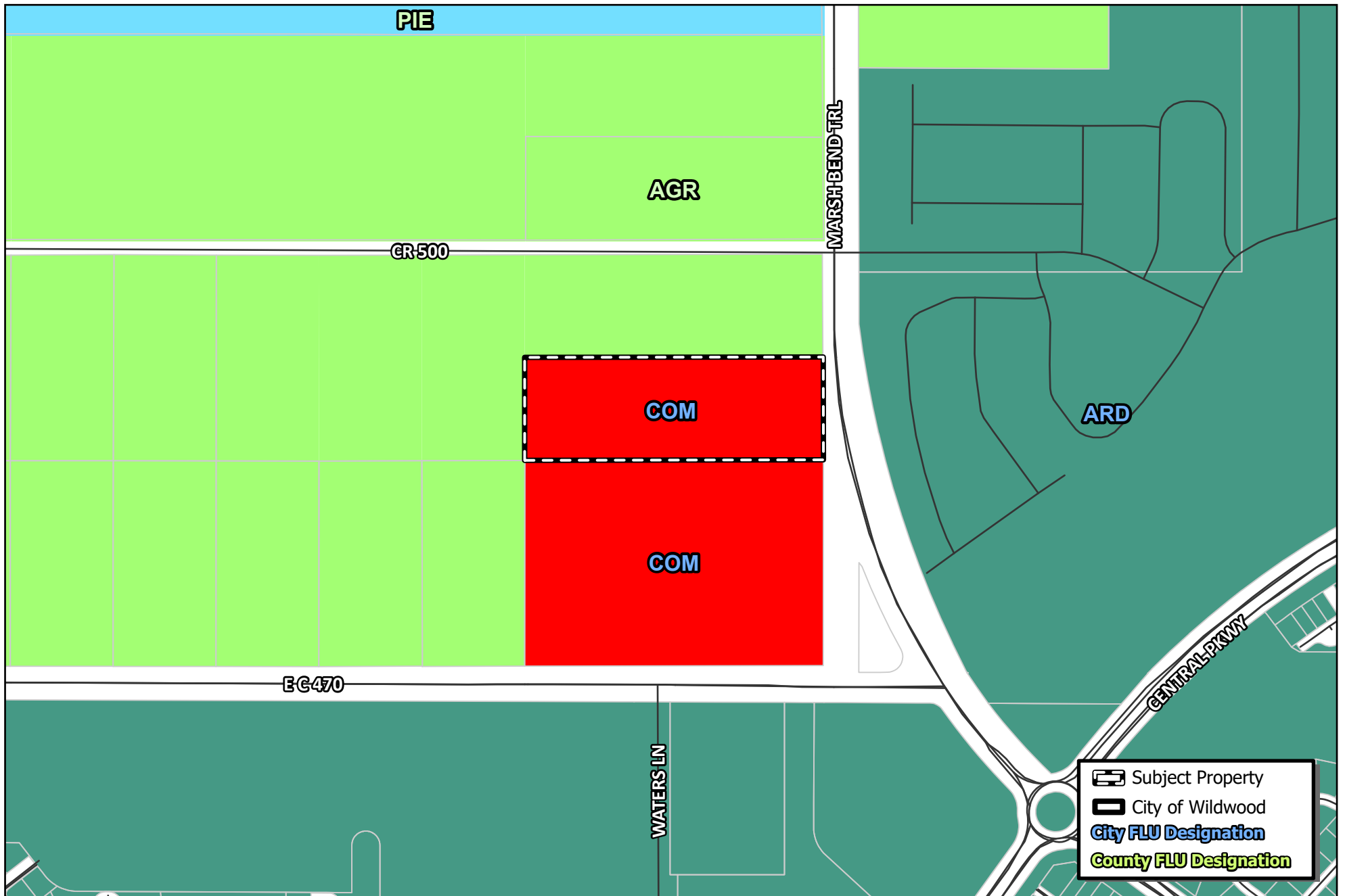
 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 90 180 360	CP 2405-001		MAP 1A
			7202 MARSH BEND TRAIL		LOCATION
			PARCEL K09A010		MAP
					MAY 2024

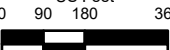


 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 US Feet 0 90 180 360	CP 2405-001 7202 MARSH BEND TRAIL PARCEL K09A010	MAP 1B
			LOCATION MAP
			FEB 2025



 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 2405-001 7202 MARSH BEND TRAIL PARCEL K09A010	MAP 2A
			EXISTING LAND USE
			FEB 2025



 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 	CP 2405-001 7202 MARSH BEND TRAIL PARCEL K09A010		MAP 2B PROPOSED LAND USE FEB 2025
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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: O2025-5

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
as Local Planning Agency

The case below was heard on Tuesday, March 4, 2025, 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 Commercial (Sumter County) to Commercial (City of Wildwood) on 7.121 acres MOL. The subject property is generally located approximately 0.14 miles north of E C 470 with portions west along Marsh Bend Trail.

Case Number: CP 2405-001 7202 Marsh Bend Trail

Applicant(s): WGS Properties, LLC – J.R. Wright, Jr

Owner(s): WGS Properties, LLC

Parcel(s): K09A010

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.

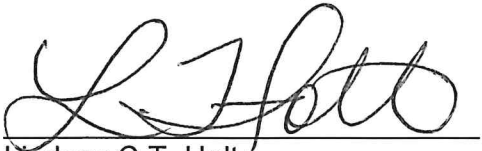
Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate

☐ recommends approval.

☒ recommends approval with the following conditions:

100% gopher tortoise survey; breeding bird survey; tree cleaning outside of nesting season, OR, conduct a migratory bird evaluation

Dated: March 4, 2025


Lindsay C.T. Holt
Special Magistrate City of Wildwood

7207 Marsh Bend Trail (Parcel ID No. K09A010)
LAND USE CRITERIA NARRATIVE

The applicant seeks a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Commercial (Sumter County) to Commercial (City) for the parcel listed above on 7.25 acres MOL. This request is accompanied by rezoning request RZ 2405-001.

The applicant is anticipating a commercial development in the future and is requesting a Commercial (C) land use. This request is consistent with the county land use set for this parcel prior to annexation.

(1) Justification of the proposed amendment;

The property is currently developed as a single-family residence/small farm. The parcel abuts a similar type of parcel in the City. The parcel will provide for a readily developable parcel to provide services for the existing surrounding property and the existing federal prison located near the project parcel.

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

The proposed amendment is not inconsistent with the with the policies of the Comprehensive Plan. The proposed property is projected to be developed to accommodate a mix of commercial and office uses to serve the surrounding growth in the residential and commercial developed area. In addition, the property will allow for commercial development to serve the employees and visitors of the adjacent federal prison system property. The specifics for the future developed property are unknown at this time, but will meet the requirements of the 2050 Comprehensive Plan stated maximum intensities, and the requirements of the City of Wildwood Land Development Code effective at the time the project site plan is presented.

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

The amendment is not considered urban sprawl, and it does not exemplify an inefficient land use pattern.

Per F.S. Chapter 163.3177(6)(a)9a any amendment to the Future Land Use element shall discourage urban sprawl. The primary indicators that a plan amendment does not discourage urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan amendment:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

The proposed development directly combats urban sprawl by focusing on maximizing existing space for compact development and maximizing use of existing and future public facilities and services.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

The proposed land use does not promote an isolated or strip development. The adjacent parcel to the south (within the City) has the same land use and requested zoning.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

The proposed land use does not promote an isolated or strip development. The adjacent parcel to the south (within the City) has the same land use and requested zoning.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The subject property is partially within a Special Flood Hazard Area on the FEMA map.

The subject property is classified as Flood Zone X and Zone AE on the FEMA Map 12119C0163E effective 6/5/2022, which shows the area of the property within each flood designation. Stormwater and drainage impacts for future development at the improvement plan stage will account for stormwater runoff and flood volume compensation under the SWFWMD Permits.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

The subject property does not have adjacent parcels that are actively utilized for agricultural/silviculture activities.

(VI) Fails to maximize use of existing public facilities and services.

City water is present approximately 600' from the NE corner of the property. City sewer (forcemain) is located approximately 1.5 miles north of the property. Property development will be required to complete off-site extensions to connect to the City water and sanitary sewer system.

(VII) Fails to maximize use of future public facilities and services.

City water is present approximately 600' from the NE corner of the property. City sewer (forcemain) is located approximately 1.5 miles north of the property. A development would be required to complete an off-site extension to connect to the City sanitary sewer system.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The property is located adjacent to the intersection of CR 470 and Marsh Bend Trail (CR 501). Commercial and service establishments, law enforcement, education, health care, fire, emergency response and general government are located near the property.

(IX) Fails to provide a clear separation between rural and urban uses.

Although some of the surrounding areas have a future land use of agriculture (County), these parcels fall within the Joint Planning Area (JPA) where the proposed future land uses could be commercial and residential should they be annexed into the City of Wildwood.

The site falls within the County JPA where adjacent development is through a DRI. The federal prison owns the majority of property to the north of the site.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

Parcel K09A010 was annexed into the City of Wildwood on August 30, 2024, and is consistent with Policy 1.2.7., “upon annexation of properties within the JPA, the City shall amend the FLUM to include the annexed property.” Development is beginning to physically materialize in this area of the city. Other developments are expected as city utilities are available to the neighboring parcels.

(XI) Fails to encourage a functional mix of uses.

Marsh Bend Trail has a good mix of single-family residential and commercial in the immediate area.

(XII) Results in poor accessibility among linked or related land uses

Access to the site is from Marsh Bend Trail which has recently been updated and repaved.

(XIII) Results in the loss of significant amounts of functional open space.

The property site will provide functional open space as required by the City LDRs when a site plan is proposed.

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

The proposed amendment will not have an adverse effect on environmentally sensitive systems.

An Environmental Assessment was conducted by Terracon on August 15, 2024. Based on Terracon’s review of the site, there are no wetlands and/or surface waters present within the property. Based on the field review potential habitat for seven (7) species was identified. Of these species, a formal survey for the gopher tortoise (*Gopherus polyphemus*) should be conducted in accordance with published survey methodologies for that species, to determine if the species are present on site or if a permit will be required from the state wildlife agency. In addition, Terracon observed two red-tailed hawks (*Buteo lineatus*) and several songbirds on the site. If trees/potential nesting structures are anticipated to be impacted during breeding season (March -July), a breeding bird survey is recommended to ensure active nests will not be impacted. A 100% gopher tortoise survey should be done before construction and if any gopher tortoises are found, it will be necessary to apply for a gopher relocation permit with FFWCC.

(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 existing zoning designation generates 15 daily trips and one P.M. peak hour trip. Since the future specific use of the property site is currently unknown, a TIA was performed with the max FAR for the proposed zoning. The anticipated ultimate use for the property is unknown.

Potable Water & Sewer: The subject properties are in an existing demand service area according to the 2019 Utility Master Plan. City water and sewer are available for the subject property. The applicant/owner will work with City utilities at the site plan stage and will have to provide off-site utility extensions and appurtenances as required.

Schools: It is not anticipated that the proposed C-3 Zoning will impact the school system.

CONCLUSION:

The proposed amendment to the Comprehensive Plan is compatible with the Goals, Policies and Objectives stated in the City of Wildwood’s 2050 Comprehensive Plan.

Print

Sumter County Traffic Impact Analysis (TIA) - Submission #1274960

Date Submitted: 1/10/2025

First Name*

Rita

Last Name*

Merhi

Email Address*

Rita@tpdtraffic.com

Name of Project:*

Indian Oaks

Phone*

407-628-9955

Parcel Number*

K09A010

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) acceptance. As previously discussed, the parcel is planned to be combined with the adjacent southern parcel to create a combined site for development. The additional parcel will likely contain water retention areas, utilities, and parking areas for the overall combined developed area, and a new TIA will be performed for the entire project with specific uses, trip generation counts, and traffic analysis for the proposed uses at that time.

Matthew
Tadlock

Digitally signed by Matthew
Tadlock
DN: cn=Matthew Tadlock,
o=Sumter County Public Works,
ou=Planning and Design,
email=matthew.tadlock@sumterco
ntyfl.gov, c=US
Date: 2025.02.13 16:11:09 -05'00'

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 No file chosen**Please submit your TIA**

5853 - Indian Oaks Comp Plan Revised (011025).pdf

**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](#)

TRANSPORTATION FACILITIES ANALYSIS
FOR REZONING REQUEST

INDIAN OAKS
SUMTER COUNTY, FLORIDA



Prepared for:

Springstead Engineering, Inc.
727 S 14th Street
Leesburg, Florida 34748

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

April 2024
Revised
January 2025

TPD № 5853

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic Planning & Design, Inc., a corporation authorized to operate as an engineering business, EB-3702, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Indian Oaks
LOCATION: Sumter County, Florida
CLIENT: Springstead Engineering, Inc.

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

NAME: Turgut Dervish, P.E.
P.E. No.: 20400
DATE: January 10, 2025

SIGNATURE:

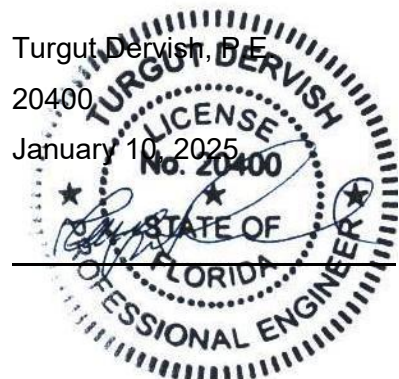


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INTRODUCTION

This analysis was undertaken to support a request to change the zoning designation of a parcel upon its annexation into the City of Wildwood. The request pertains to a 7.25-acre site with Parcel ID K09A010, which is located on the west side of Marsh Bend Trail, approximately 825 feet north of its intersection with CR 470 E in Sumter County, Florida. The requested rezoning upon annexation of the subject parcel is from Low Density Rural Residential with Conventional Housing (RR-5C) to Commercial (C-3) in order to be used as part of the proposed development. **Figure 1** depicts the location of the proposed development. The development densities for the current and proposed zoning are listed in **Table 1**.

Table 1
Development Densities

Land Use Designation	Developable Acres	Density	Development Yield
Current Zoning			
Low Density Rural Residential with Conventional Housing (RR-5C)	7.25	1 unit/5 acres	1 DU
Proposed Zoning			
Commercial (C-3)	7.25	0.5 FAR	157,905 sq ft

Under the current zoning designation, the maximum allowable development on the subject parcel is 1 single-family detached dwelling unit. Under the proposed zoning designation, the maximum allowable development on the subject parcel is 157,905 square feet of commercial space.





Indian Oaks
Project № 5853
Figure 1

Site Location



PROPOSED DEVELOPMENT AND TRIP GENERATION

The requested rezoning of the subject parcel from Low Density Rural Residential with Conventional Housing (RR-5C), which allows for 1 single-family dwelling unit, to Commercial (C-3), which allows for up to 157,905 square feet of developed space. A comparison of the net change in the maximum allowable number of trips generated by the site was calculated as described below.

Trip Generation

The trip generation for the existing and proposed land use densities was calculated using trip generation information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 11th Edition* for the most intense allowable use for the existing and proposed land use designations. A summary of the trip generation is summarized in **Table 2**, which shows the daily and P.M. peak hour trips for the existing and proposed land use designations for the maximum allowable uses. The ITE trip generation graphs are provided in **Appendix A**.

Table 2
Trip Generation Calculation

ITE Code	Land Use	Size	Daily		A.M. Peak Hour				P.M. Peak Hour			
			Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
Existing Zoning												
210	Single-Family Detached Housing	1 DU	15.00*	15	1.00*	0	1	1	1.00*	1	0	1
Proposed Zoning												
820	Commercial (>150K)	157.91 KSF	37.01	5,844	0.84	82	51	133	3.40	258	279	537
Pass-by Trips (29%):				1,695	--	24	15	39	--	75	81	156
Pass-by Trips (20% of Background**):				1,635	--	77	59	136	--	75	82	157
Net New Trips:				4,209	--	58	36	94	--	183	197	380
Net Increase due to Rezoning:				4,194	--	58	35	93	--	182	197	379

* $R^2 > 0.75$, therefore Equations used

** Based upon Station 8030 Synopsis Report; volumes averaged over two days of counts



As can be seen from the table, the existing zoning designation would generate 15 daily trips and 1 P.M. peak hour trip. With the proposed zoning, the development would generate a maximum of 4,209 net new daily trips and 380 net new P.M. peak hour trips. Therefore, the site's daily trip generation will increase by 4,194 daily trips, and the total P.M. peak hour trip generation will increase by 379 trips as a result of the proposed amendment.

Trip Distribution

The distribution of the development generated trips was estimated using the year 2035 LRTP model of the Central Florida Regional Planning Model (CFRPM). The model network was modified to include a cul-de-sac on CR 470 at March Bend Trail and a specific Traffic Analysis Zone (TAZ) representing the proposed development was added. Subsequently a select zone analysis was conducted to determine a trip distribution for the project. This distribution is shown in **Figure 2** and a plot of the model trip distribution output is provided in **Appendix B**. The project trips were assigned to the area roadways based on this trip distribution.

Planned and Programmed Improvements

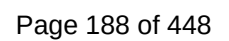
The Lake-Sumter MPO Long-Range Transportation Plan (LRTP), the Lake-Sumter MPO Transportation Improvement Program (TIP), and the FDOT Project Database were reviewed to identify any planned or programmed improvements to the existing transportation facilities in this area. Two roadway-widening projects were identified in the vicinity of the subject parcel, therefore the improved capacities for the affected roadway segments will be obtained from the Sumter County Congestion Management Process (CMP) Database. Relevant information is included in **Appendix C**. The following planned and programmed improvements were identified within the vicinity of the subject parcel, but these improvements will not occur before 2027 and were not included in the analysis:

- CR 470, CR 527 to Florida's Turnpike:
 - Vacated from March Bend Road to Bexley Trail
 - Widen from 2 to 4 lanes
- Marsh Bend Trail, CR 470 E to Corbin Trail:
 - McNeill Drive to Corbin Trail is 4 lanes
 - Widen the 2-lane segment to 6 lanes





Trip Distribution



ANALYSIS OF STUDY ROADWAYS

Existing Conditions

The existing traffic conditions were evaluated for the roadway segments in the vicinity of the subject parcel.

The existing conditions on the roadway network were analyzed by comparing the latest available P.M. peak hour traffic volumes on each of the roadway segments with the adopted capacities. The existing conditions analysis was based upon information obtained from the latest version of the Sumter County Congestion Management Process (CMP) Database. This information includes roadway segments, roadway characteristics, directional traffic volumes, and adopted capacities. The analysis is summarized below in **Table 3**, which shows the roadway segments in the vicinity of the subject parcel are currently operating at satisfactory Levels of Service during the P.M. peak hour. Relevant pages from the Sumter County CMP Database are included in **Appendix D**.

Table 3
Existing Conditions

Segment ID	Segment	Lanes	Direction Capacity	Direction	Existing Volume*	LOS
Marsh Bend Trail (CR 501)						
4009000	Central Pkwy to McNeill Dr	2U	799	NB	304	C
				SB	210	C
40090001	McNeill Dr to Corbin Tr	2U	730	NB	363	C
				SB	348	C
CR 470 E/Central Parkway						
35270002	NE 50th Way to CR 501	2U	1,070	EB	533	C
				WB	433	C
35270003	CR 501 to Lake County Boundary	2U	1,110	EB	522	C
				WB	485	C

*Obtained from the 2023 Sumter County CMP Database



Projected Conditions

Projected conditions were assessed to evaluate the impact of the proposed amendment on the roadway network. The projected conditions analysis was performed for both the short-term year, 2027, and the long-term year, 2040. Background traffic volumes were calculated by applying an average annual growth rate obtained from the Sumter County CMP Database for the roadway segments. According to the CMP Database, the study roadway segments have annual growth rates ranging from 5.00% to 10.75%. Therefore, these growth rates were used to grow the existing traffic volumes to the short-term and long-term years for use in the analysis.

Short-Term Traffic Conditions (Base Conditions)

An analysis was first conducted for the short-term base condition, which assumes that the parcel is not rezoned. This analysis is based upon the planned roadway network geometry and projected traffic volumes for the short-term projection year, 2027. Background traffic volumes for the year 2027 were developed using the annual growth rates as previously discussed. The results of the analysis are summarized in **Table 4**, which shows that the study roadway segments will operate at satisfactory Levels of Service in 2027 if the existing zoning is not amended.

Short-Term Traffic Conditions (Buildout Conditions)

The short-term buildout analysis is based upon the planned roadway network geometry and projected traffic volumes for the short-term projection year, 2027, assuming the rezoning request is approved. Similar to the base conditions analysis, background traffic volumes for the year 2027 were developed using the annual growth rates. The total projected traffic volumes were determined using the background traffic volumes combined with the project traffic. **Table 5** summarizes the results of the analysis and indicates that the study roadway segments will continue to operate satisfactorily in 2027 if the subject parcel is rezoned.



Table 4
Short-Term Year (2027) Base Conditions Analysis

Segment ID	Segment	Lanes	Dir. Capacity	Growth Rate	Dir	Bkgd Volume	LOS
Marsh Bend Trail (CR 501)							
4009000	Central Pkwy to McNeill Dr	2U	799	5.00%	NB	365	C
					SB	252	C
40090001	McNeill Dr to Corbin Tr	4LD	2,910	10.75%	NB	519	C
					SB	498	C
CR 470 E/Central Parkway							
35270002	NE 50th Way to CR 501	4LD	1,810	8.75%	EB	720	C
					WB	585	C
35270003	CR 501 to Lake County Boundary	4LD	1,850	8.25%	EB	694	C
					WB	645	C

Table 5
Short-Term Year (2027) Buildout Conditions Analysis

Segment ID	Segment	Lanes	Dir. Capacity	Growth Rate	Dir	Bkgd Volume	Project Trips*		Total Volume	LOS
							%	Vol		
Marsh Bend Trail (CR 501)										
4009000	Central Pkwy to McNeill Dr	2U	799	5.00%	NB	365	60%	118	483	C
					SB	252	60%	109	361	C
40090001	McNeill Dr to Corbin Tr	4LD	2,910	10.75%	NB	519	41%	81	600	C
					SB	498	41%	75	573	C
CR 470 E										
35270002	NE 50th Way to CR 501	4LD	1,810	8.75%	EB	720	16%	29	749	C
					WB	585	16%	32	617	C
35270003	CR 501 to Lake County Boundary	4LD	1,850	8.25%	EB	694	7%	14	708	C
					WB	645	7%	13	658	C

* Highest on Segment



Long-Term Traffic Conditions (Base Conditions)

Analysis was next conducted for the long-term base condition, which assumes that the current zoning remains unchanged. This analysis is based upon the planned roadway network geometry and projected traffic volumes for the long-term projection year, 2040. Background traffic volumes for the year 2040 were developed using the annual growth rates. The results of the analysis are summarized in **Table 6**, which indicates that the study roadway segments will operate at satisfactory Levels of Service in 2040 if the zoning is not amended.

Long-Term Traffic Conditions (Buildout Conditions)

The long-term buildout analysis is based upon the planned roadway network geometry and projected traffic volumes for the long-term projection year, 2040. Background traffic volumes for the year 2040 were developed using the annual growth rate, similarly to the short-term analysis. The total projected traffic volumes were determined by combining the background traffic with the project trips. Summarized in **Table 7** are the results of the long-term buildout analysis, which indicates that the study roadway segments will continue to operate satisfactorily if the zoning is amended. The requested change in zoning will not cause any deficiencies on the area roadways.



Table 6
Long-Term Year (2040) Base Conditions Analysis

Segment ID	Segment	Lanes	Direction Capacity	Growth Rate	Direction	Background Volume	LOS
Marsh Bend Trail (CR 501)							
4009000	Central Pkwy to McNeill Dr	2U	799	5.00%	NB	562	C
					SB	389	C
40090001	McNeill Dr to Corbin Tr	6LD	4,370	10.75%	NB	1,026	C
					SB	984	C
CR 470 E							
35270002	NE 50th Way to CR 501	4LD	1,810	8.75%	EB	1,326	C
					WB	1,077	C
35270003	CR 501 to Lake County Boundary	4LD	1,850	8.25%	EB	1,254	C
					WB	1,165	C

Table 7
Long-Term Year (2040) Buildout Conditions Analysis

Segment ID	Segment	Lanes	Direction Capacity	Growth Rate	Direction	Background Volume	Project Trips*		Total Volume	LOS
							%	Volume		
Marsh Bend Trail (CR 501)										
4009000	Central Pkwy to McNeill Dr	2U	799	5.00%	NB	562	60%	118	680	C
					SB	389	60%	109	498	C
40090001	McNeill Dr to Corbin Tr	6LD	4,370	10.75%	NB	1,026	41%	81	1,107	C
					SB	984	41%	75	1,059	C
CR 470 E										
35270002	NE 50th Way to CR 501	4LD	1,810	8.75%	EB	1,326	16%	29	1,355	C
					WB	1,077	16%	32	1,109	C
35270003	CR 501 to Lake County Boundary	4LD	1,850	8.25%	EB	1,254	7%	14	1,268	C
					WB	1,165	7%	13	1,178	C

* Highest on Segment



STUDY FINDINGS AND CONCLUSIONS

This analysis was undertaken to support a request to change the zoning designation for a parcel upon its annexation into the City of Wildwood. The application pertains to a 7.25-acre site with Parcel ID K09A010, located on the west side of Marsh Bend Trail, approximately 825 feet north of its intersection with CR 470 E in Sumter County, Florida. The requested amendment is to change the zoning designation of the subject parcel from Low Density Rural Residential with Conventional Housing (RR-5C) to Commercial (C-3) in order to be used as part of the proposed development. The findings of the analysis are documented below.

- With the maximum allowable development, the requested amendment will generate 4,194 net new daily trips, of which 379 will occur during the P.M. peak hour.
- The existing conditions analysis indicated that the study roadway segments are currently operating at satisfactory Levels of Service.
- The projected base conditions analysis for the short-term year, 2027, indicates that the study roadway segments are projected to continue to operate at satisfactory Levels of Service if the zoning is not amended. The projected buildout conditions analysis for the short-term year indicates that the project will not cause any deficiencies if the zoning is amended.
- The projected base conditions analysis for the long-term year, 2040, indicates that the study roadway segments are projected to continue to operate at satisfactory Levels of Service if the zoning is not amended. The projected buildout conditions analysis for the long-term year indicates that the project will not cause any deficiencies if the zoning is amended.
- The Lake-Sumter MPO Long-Range Transportation Plan (LRTP), the Lake-Sumter MPO Transportation Improvement Program (TIP), and the FDOT Project Database were reviewed to identify any planned or programmed improvements to the existing transportation facilities in this area. The only capacity-improving projects in the vicinity of the subject parcel are the widening of CR 470 to 4 lanes and the widening of Marsh Bend Trail to 6 lanes but these improvements will not occur by 2027 for short term traffic conditions. The improved capacities for the roadway segments affected by the roadway widening projects were obtained from the Sumter County CMP Database for use in the long-term analysis.



APPENDICES

APPENDIX A

ITE Trip Generation Worksheets

Single-Family Detached Housing (210)

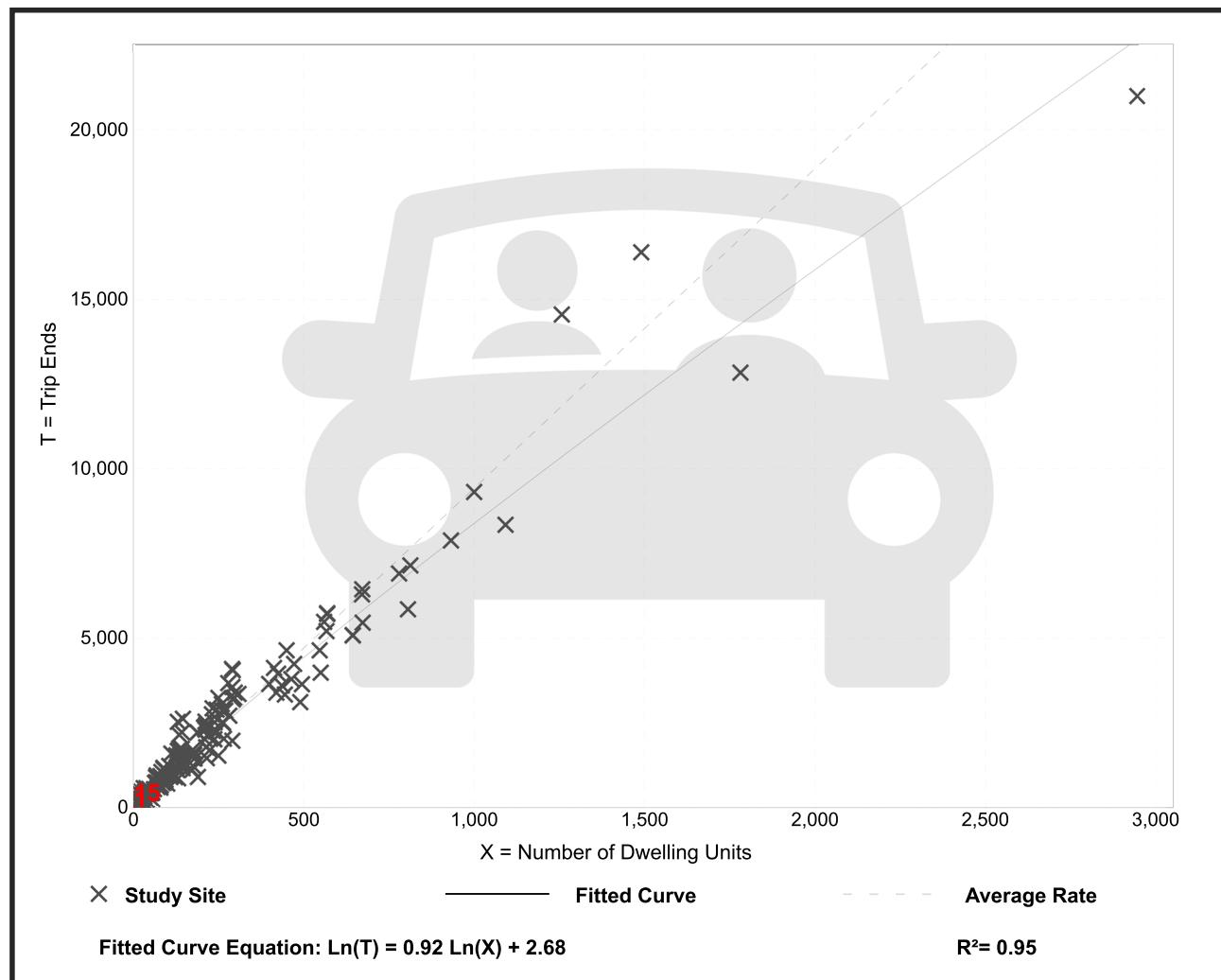
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

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: 192

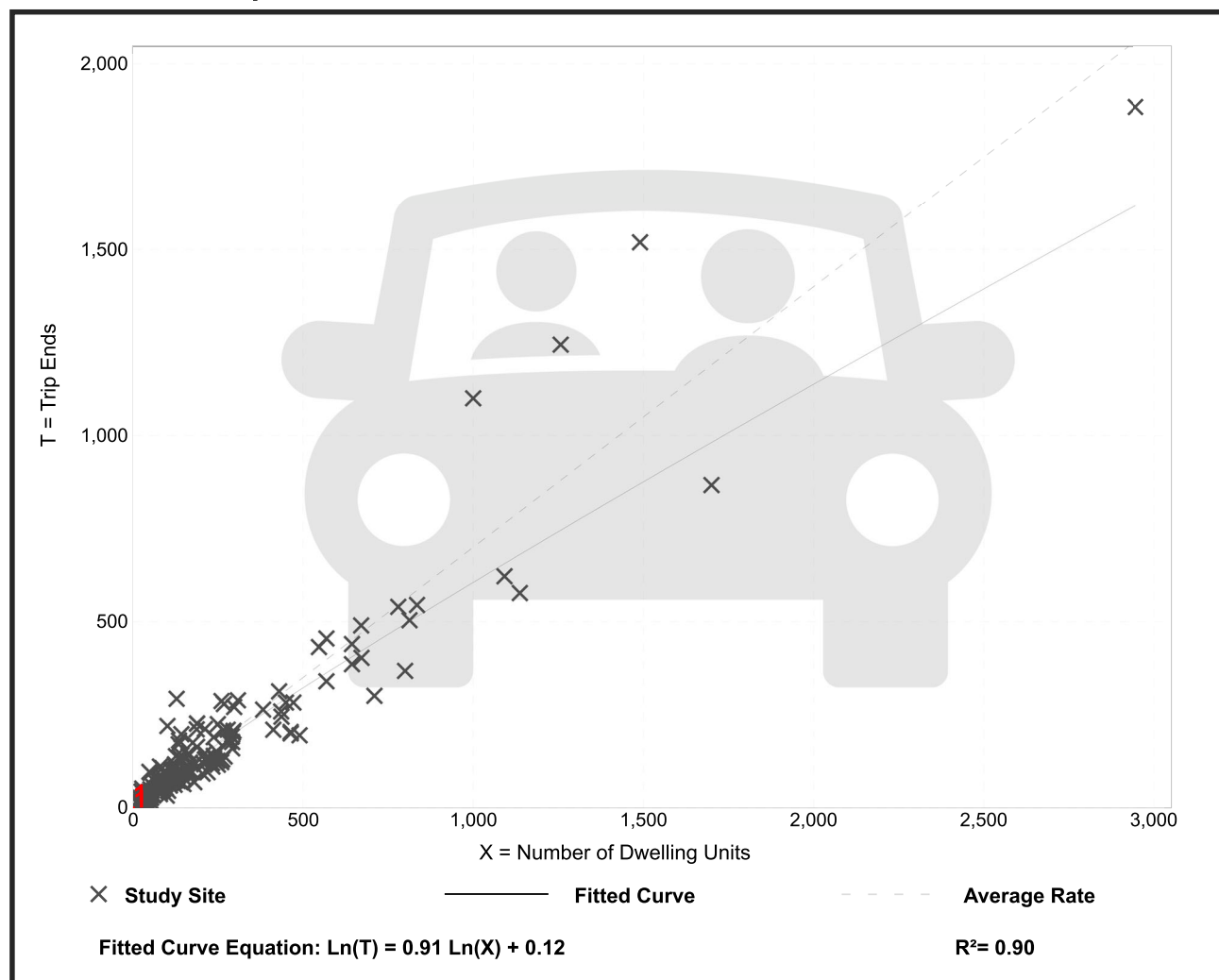
Avg. Num. of Dwelling Units: 226

Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

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: 208

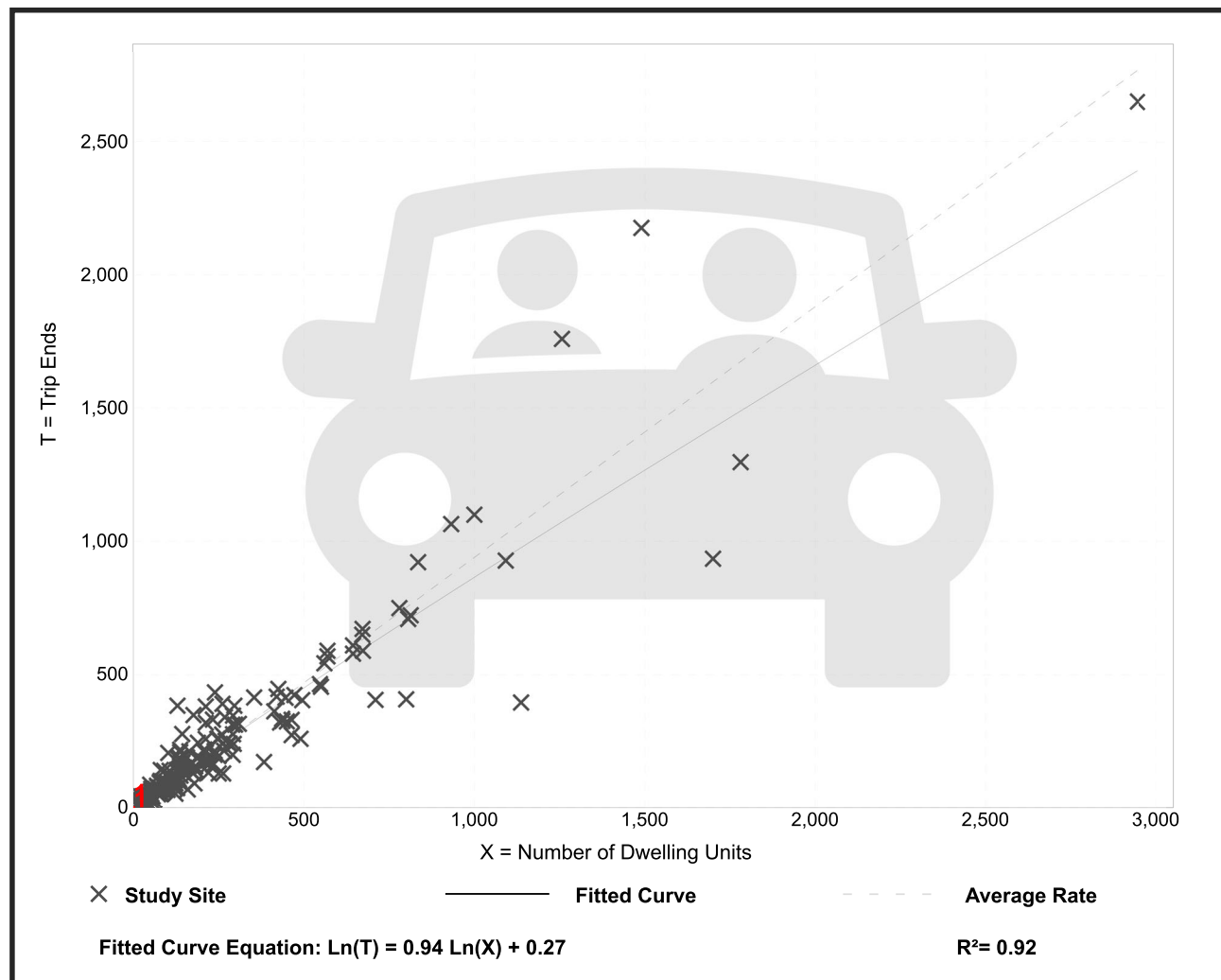
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Shopping Center (>150k) (820)

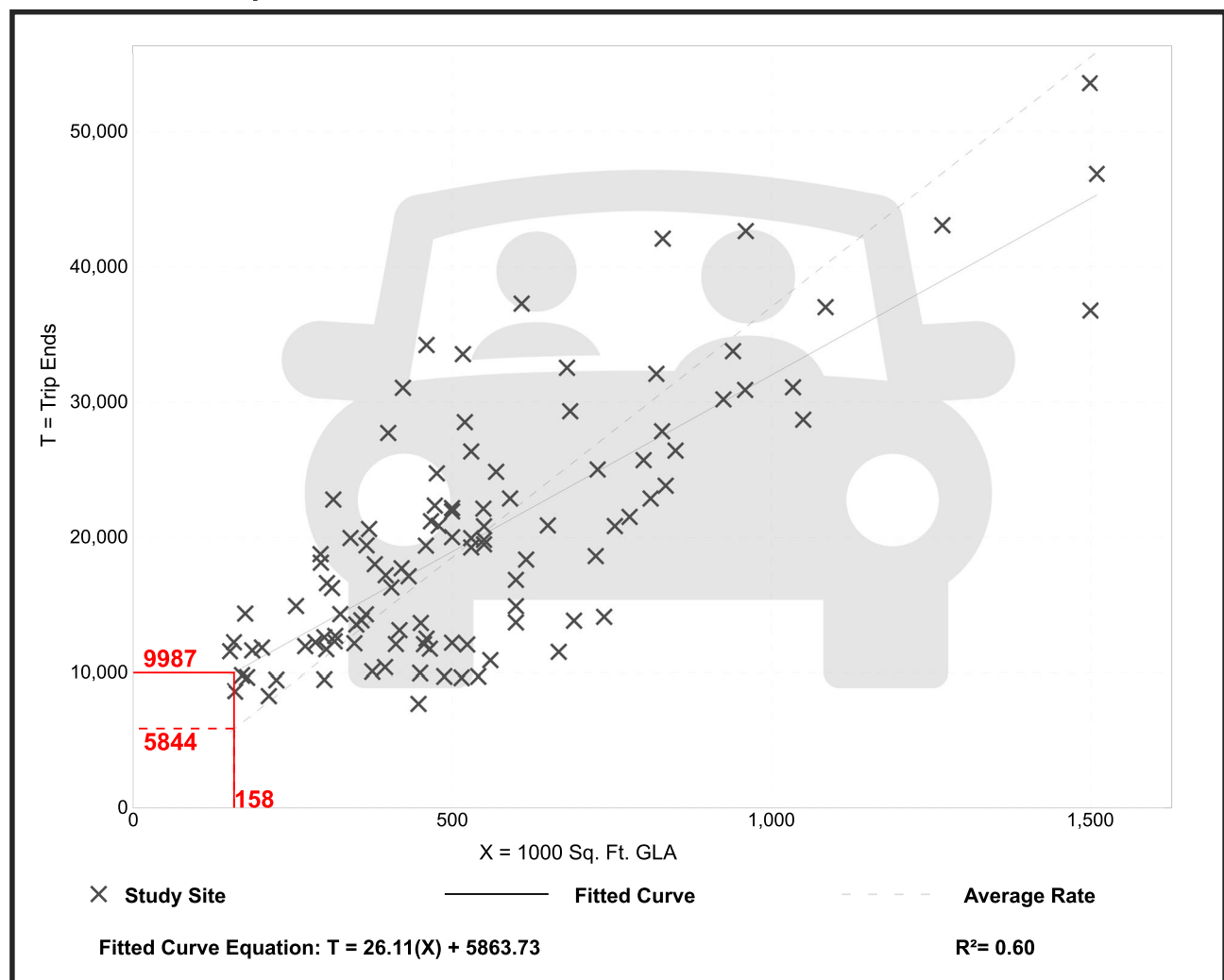
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 108
Avg. 1000 Sq. Ft. GLA: 538
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.01	17.27 - 81.53	12.79

Data Plot and Equation



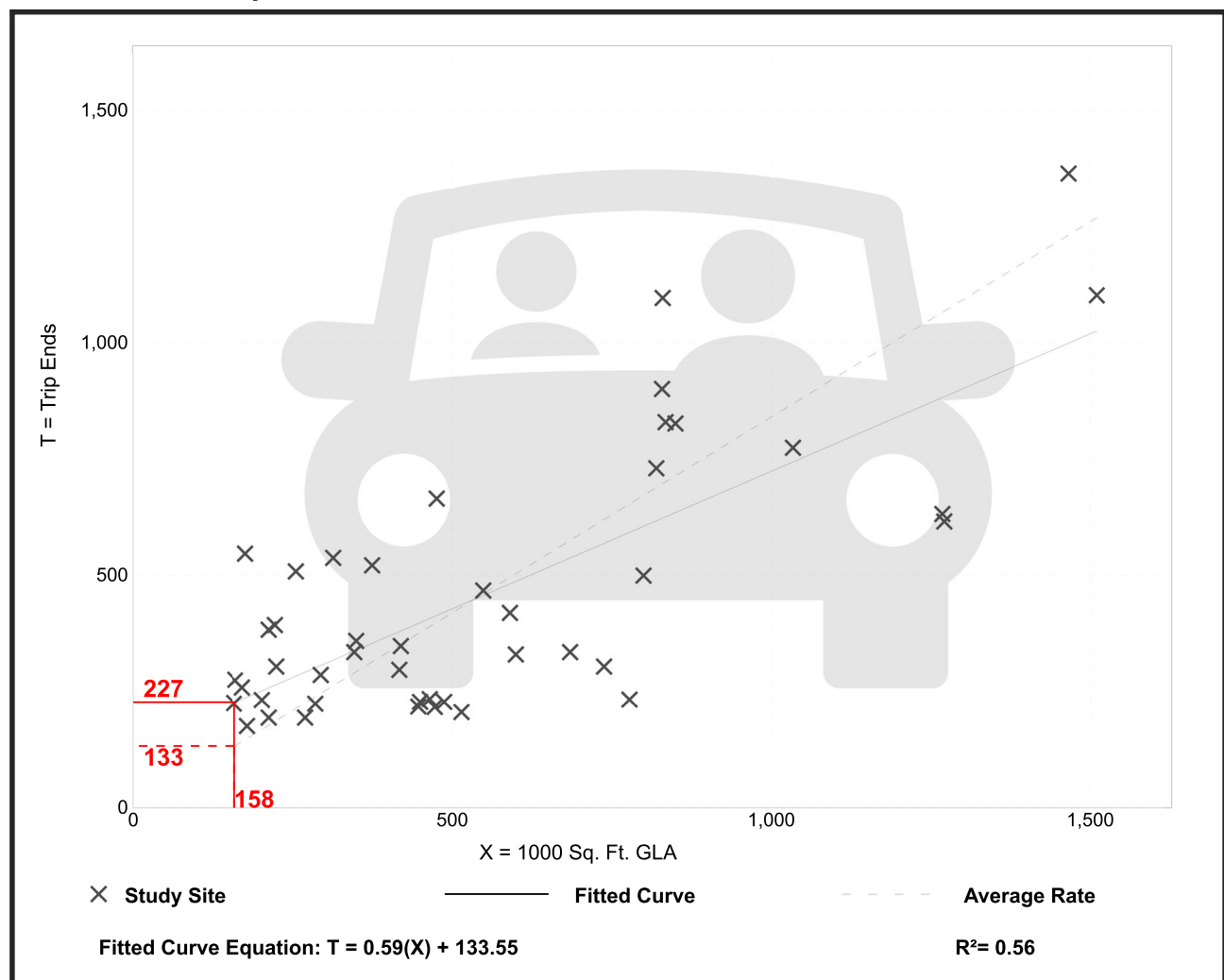
Shopping Center (>150k) (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 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: 44
 Avg. 1000 Sq. Ft. GLA: 546
 Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.84	0.30 - 3.11	0.42

Data Plot and Equation



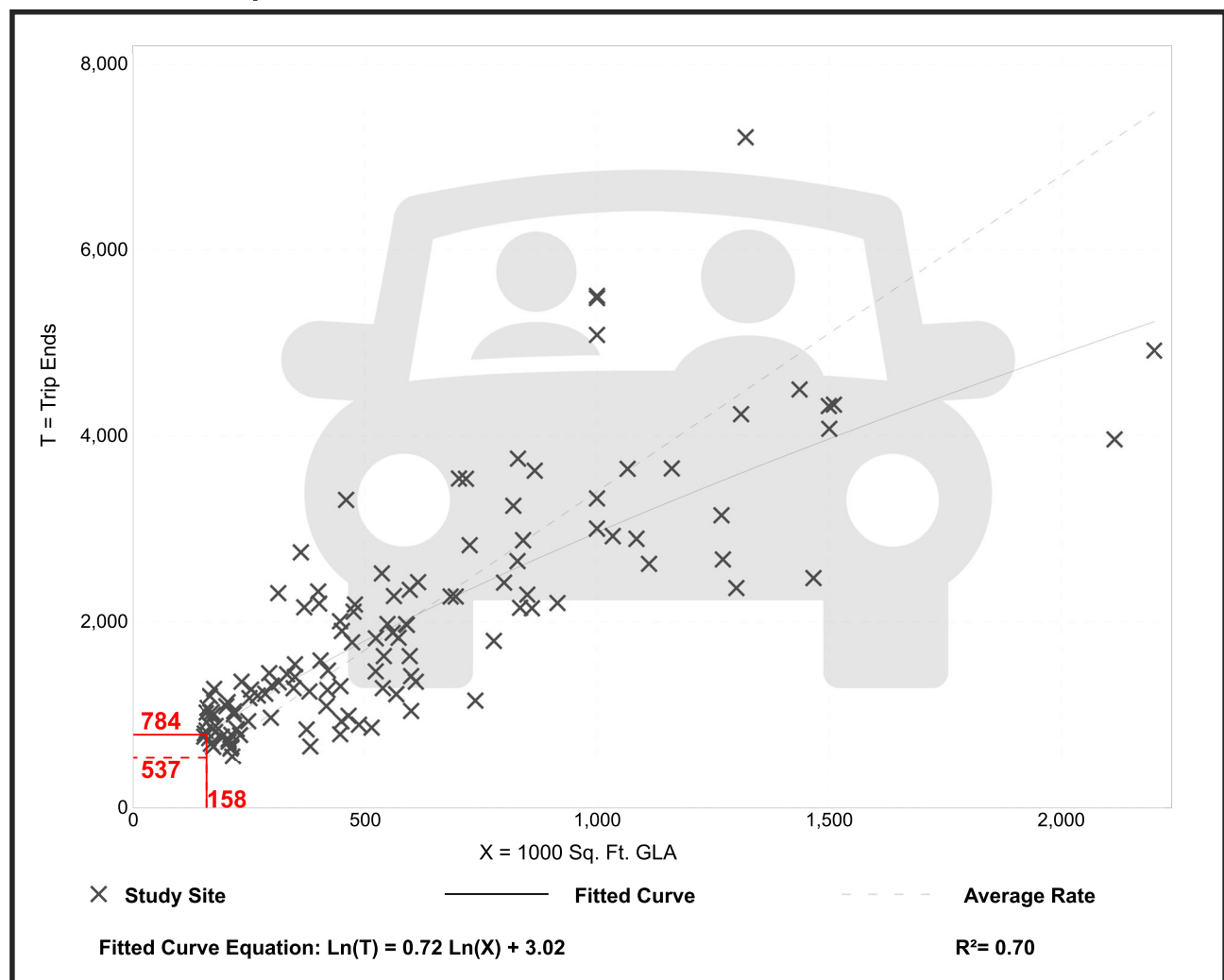
Shopping Center (>150k) (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 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: 126
 Avg. 1000 Sq. Ft. GLA: 581
 Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.40	1.57 - 7.58	1.26

Data Plot and Equation



Vehicle Pass-By Rates by Land Use									
Source: ITE <i>Trip Generation Manual</i> , 11th Edition									
Land Use Code	820								
Land Use	Shopping Center (> 150k)								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	8 Sites with GLA between 150 and 300k				16 Sites with GLA between 300 and 900k				
Average Pass-By Rate	29% for Sites with GLA between 150 and 300k				19% for Sites with GLA between 300 and 900k				
	Pass-By Characteristics for Individual Sites								
GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak	
					Primary (%)	Diverted (%)	Total (%)	Hour Volume	Source
213	Florida	1990	312	28	31	41	72	—	33
225	Illinois	1994	264	35	32	33	65	1970	24
227.9	Kentucky	1993	—	34	35	31	66	—	34
235	Kentucky	1993	211	35	29	36	65	2593	2
255	Iowa	1994	222	23	38	39	77	3706	24
256	Connecticut	1994	208	27	51	22	73	3422	24
293	Illinois	1994	282	24	70	6	76	4606	13
294	Pennsylvania	1994	213	24	48	18	76	4055	24
350	Massachusetts	1994	224	18	45	37	82	2112	24
361	Virginia	1994	315	17	54	29	83	2034	24
375	North Carolina	1994	214	29	48	23	71	2053	24
413	Texas	1994	228	28	51	21	72	589	24
418	Maryland	1994	281	20	50	30	80	5610	24
450	California	1994	321	23	49	28	77	2787	24
476	Washington	1994	234	25	53	22	75	3427	24
488	Texas	1994	257	12	75	13	88	1094	13
560	Virginia	1994	437	19	49	32	81	3051	24
581	Colorado	1994	296	18	53	29	82	2939	24
598	Colorado	1994	205	17	55	28	83	3840	24
633	Texas	1994	257	10	64	26	90	—	24
667	Illinois	1994	200	16	53	31	84	2770	24
738	New Jersey	1994	283	13	75	12	87	8059	24
800	California	1994	205	21	51	28	79	7474	24
808	California	1994	240	13	73	14	87	4035	24

COUNTY: 18
STATION: 8030
DESCRIPTION: CR 501 1000' N OF CR 470 - OFF SYSTEM
START DATE: 06/07/2022
START TIME: 0430

TIME	DIRECTION: N					DIRECTION: S					COMBINED TOTAL	
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL		
0000	7	10	4	3	24	1	1	0	0	2	26	
0100	3	4	3	3	13	0	1	2	1	4	17	
0200	2	3	2	0	7	2	2	3	4	11	18	
0300	1	3	1	4	9	3	3	8	4	18	27	
0400	6	2	2	4	14	10	7	6	11	34	48	
0500	2	8	11	16	37	10	11	30	41	92	129	
0600	23	32	69	52	176	55	62	61	76	254	430	
0700	56	77	82	82	297	97	96	90	94	377	674	
0800	62	59	77	64	262	74	104	61	82	321	583	
0900	69	68	60	71	268	80	68	69	76	293	561	
1000	68	75	59	67	269	95	76	64	97	332	601	
1100	68	73	76	63	280	84	80	64	54	282	562	
1200	58	63	56	73	250	58	89	85	96	328	578	
1300	58	58	70	66	252	74	79	124	67	344	596	
1400	78	82	79	69	308	84	89	67	96	336	644	
1500	82	78	92	92	344	69	94	76	87	326	670	
1600	131	89	87	89	396	99	78	87	76	340	736	
1700	60	59	92	58	269	99	50	45	38	232	501	
1800	49	31	20	28	128	37	22	20	15	94	222	
1900	35	26	20	20	101	21	12	19	9	61	162	
2000	17	12	21	13	63	13	10	16	13	52	115	
2100	14	9	12	17	52	8	4	9	7	28	80	
2200	9	4	9	7	29	11	6	2	1	20	49	
2300	2	9	8	16	35	5	10	12	5	32	67	
24-HOUR TOTALS:					3883						4213	8096

PEAK VOLUME INFORMATION					
DIRECTION: N			DIRECTION: S		
A.M.	HOUR	VOLUME	HOUR	VOLUME	COMBINED DIRECTIONS
	715	303	700	377	700 674
P.M.	1530	404	1245	373	1545 750
DAILY	1530	404	700	377	1545 750

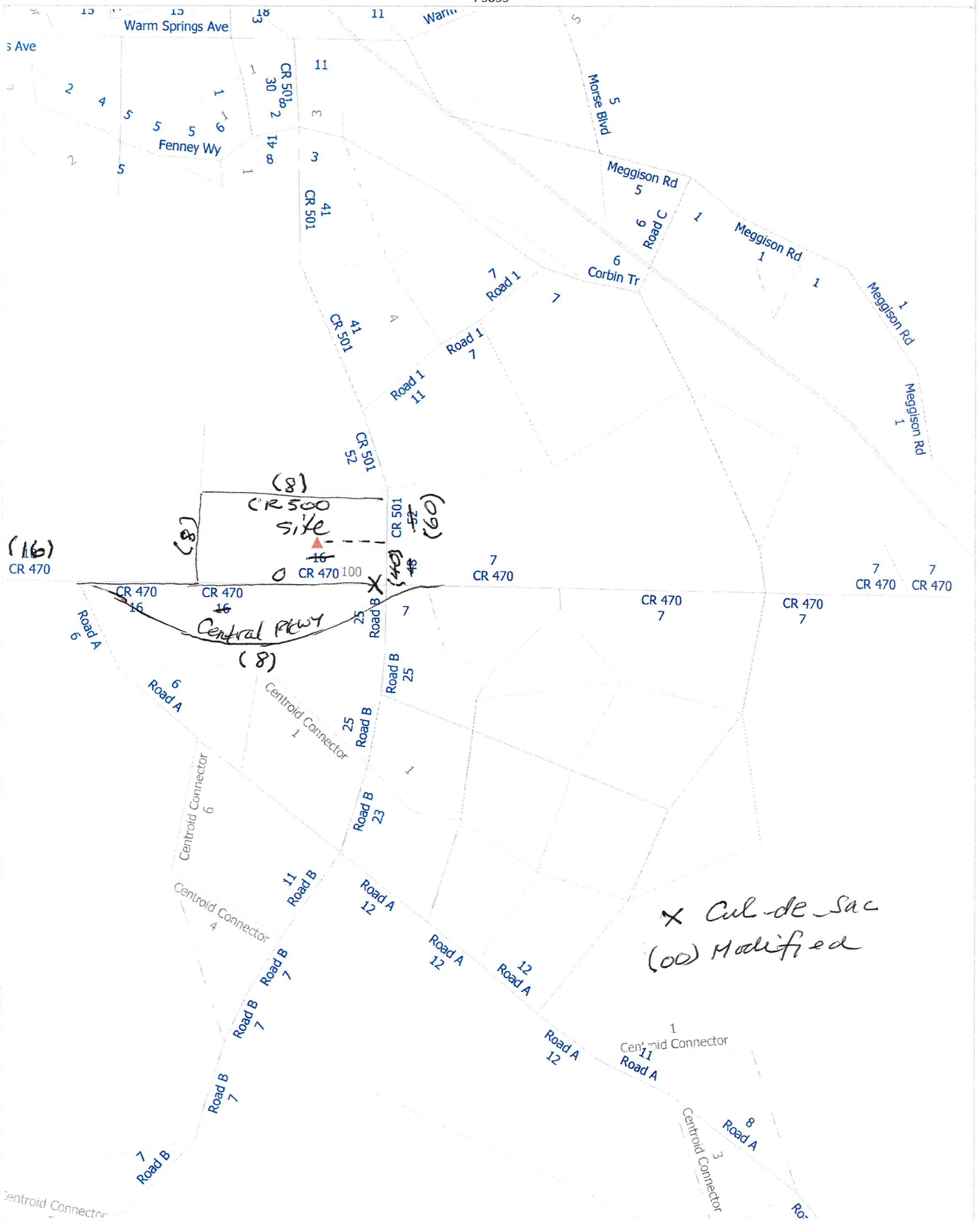
COUNTY: 18
STATION: 8030
DESCRIPTION: CR 501 1000' N OF CR 470 - OFF SYSTEM
START DATE: 06/08/2022
START TIME: 0430

TIME	DIRECTION: N					DIRECTION: S					COMBINED	
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL	TOTAL	
0000	13	4	5	2	24	2	2	0	0	4	28	
0100	3	3	3	1	10	4	1	0	1	6	16	
0200	2	2	0	4	8	1	4	5	1	11	19	
0300	4	6	6	5	21	8	1	12	9	30	51	
0400	7	6	3	11	27	13	5	7	12	37	64	
0500	1	9	8	15	33	8	16	30	38	92	125	
0600	18	41	79	58	196	63	60	57	103	283	479	
0700	59	70	62	79	270	82	110	94	93	379	649	
0800	73	68	63	60	264	89	62	104	64	319	583	
0900	71	54	64	77	266	78	76	71	75	300	566	
1000	53	81	70	60	264	76	69	89	98	332	596	
1100	68	68	73	68	277	81	76	64	53	274	551	
1200	73	68	60	74	275	74	85	100	76	335	610	
1300	58	71	69	77	275	96	83	90	96	365	640	
1400	77	79	79	83	318	75	74	94	80	323	641	
1500	101	82	107	111	401	71	103	84	66	324	725	
1600	114	85	103	92	394	95	89	105	85	374	768	
1700	80	55	87	55	277	93	39	35	41	208	485	
1800	61	28	29	16	134	32	18	21	13	84	218	
1900	19	20	18	17	74	11	13	12	9	45	119	
2000	20	20	15	18	73	8	8	6	14	36	109	
2100	22	9	12	11	54	3	10	6	7	26	80	
2200	8	11	9	14	42	7	4	3	5	19	61	
2300	10	11	12	9	42	5	9	11	4	29	71	
24-HOUR TOTALS:					4019						4235	8254

PEAK VOLUME INFORMATION					
DIRECTION: N			DIRECTION: S		
A.M.	HOUR	VOLUME	HOUR	VOLUME	COMBINED DIRECTIONS
	715	284	645	389	715 670
P.M.	1530	417	1600	374	1545 768
DAILY	1530	417	645	389	1545 768

APPENDIX B

Model Output



APPENDIX C

Planned and Programmed Improvements

2045 LRTP Cost Feasible Capacity Projects (YOE)

Lake-Sumter MPO

State: Unfunded Needs

Priority*	ID	County	Jurisdiction	On Street	From Street	To Street	Mi.	Improvement
N/A	25	Sumter	Other State	US-301		@ C-472	N/A	Modify Intersection
	26	Lake	Other State	SR-44		@ US-27	N/A	Modify Intersection
	27	Sumter	Other State	SR-471	SR-50	SR-48	6.48	Widen to 4 Lanes
	28	Lake	SIS	Florida's Turnpike		@ US-301	N/A	Modify Interchange
	29	Lake/Sumter	SIS	Florida's Turnpike	CR-470	I-75	11.90	Widen to 6 Lanes
	30	Lake/Sumter	SIS	SR-50	CR-478A	SR-33/CR-33	14.99	Widen to 4 Lanes

Lake County: Unfunded Needs

Priority*	ID	Jurisdiction	On Street	From Street	To Street	Mi.	Improvement
Tier 1	31	Non-State	Old 441 / CR-19A		@ Eudora Rd	N/A	Modify Intersection
	32	Non-State	Hartwood Marsh Rd	US-27	CR-455	2.17	Widen to 4 Lanes
	33	Non-State	Citrus Grove Rd. (Phase II)	E of US-27	Grassy Lake Road	1.00	New 4 Lanes
Tier 2	34	Non-State	Hooks St Ext.	Hancock Rd	CR-455/Hartle Rd	1.47	New 2 Lanes
	35	Non-State	CR-44	SR-44	US 441	15.39	Widen to 4 Lanes
	36	Non-State	Wellness Way	US-27	SR-429	3.59	New 4 Lanes
	37	Non-State	Citrus Grove Rd. (Phase IV)	Hancock Rd	W of Turnpike Bridge	1.00	New 4 Lanes
Tier 3	38	Non-State	Citrus Grove Rd. (Phase V)	W of Turnpike Bridge	Blackstill Lake Rd	0.80	New 2 Lanes
	39	Non-State	Round Lake Rd Ext. (B)	Orange/Lake Co Line	Wolf Branch Rd.	2.05	New 4 Lanes
	40	Non-State	Micro Racetrack Rd. & Rolling Acres Rd.	CR-466A	US 27/US441	4.29	Widen to 4 Lanes
	41	Non-State	CR-470	TPKE West Ramps	SR-33/CR-33	3.12	Widen to 4 Lanes
	42	Non-State	CR-48	SR-33/CR-33	E of US-27 Bridge	1.26	Widen to 4 Lanes
	43	Non-State	CR-561	CR-448	SR-19	1.62	Widen to 4 Lanes
	44	Non-State	CR-561A	CR-565A	US-27	2.79	Widen to 4 Lanes
	45	Non-State	CR-455 Extension	CFX Connector	Hartwood/Marsh Rd	5.55	New 4 Lanes
	46	Non-State	Schofield Rd	US-27	SR-429	5.55	New 4 Lanes
	47	Non-State	CR-561/561A	US-27	N Hancock Rd	2.37	Widen to 4 Lanes
	48	Non-State	N Hancock Rd	Old Hwy 50 W	Turkey Farm Rd	2.00	Widen to 4 Lanes

*Priority is only specified for for non-state projects within a single county.

Tier 1 projects will be given priority in investment decisions using local capital revenues.

Tier 2 and Tier 3 projects will be considered for funding as funds becomes available.

Sumter County: Unfunded Needs

Priority*	ID	Jurisdiction	On Street	From Street	To Street	Mi.	Improvement
Tier 1	49	Non-State	Marsh Bend Trail (New Road)	US-301	Warm Springs Ave	4.78	New 2 Lanes
	50	Non-State	Corbin Trail (New Road)	Warm Springs Ave	E C-470	4.81	New 2 Lanes
	51	Non-State	Rd A (New Road)	E C-470	CR-48	6.62	New 2 Lanes
	52	Non-State	Rd B (New Road)	SR-471	E C-470	6.68	New 2 Lanes
	53	Non-State	Rd C (New Road)	SR-471	E C-470	8.85	New 2 Lanes
	54	Non-State	Meggison Rd (New Road)	SR-44	E C-470	9.02	New 2 Lanes
	55	Non-State	Morse Blvd Ext. (New Road)	Meggison Rd	CR-468	1.08	New 2 Lanes
	56	Non-State	Buena Vista Blvd Ext.	Meggison Rd	SR-44	0.85	New 4 Lanes
Tier 2	57	Non-State	Marsh Bend Trail	C470	Corbin Trail	2.68	Widen to 6 Lanes
	58	Non-State	E Co Rd 466	I-75	US-301	4.87	Widen to 4 Lanes
	59	Non-State	CR-219	SR-44	CR-44A	1.08	Widen to 4 Lanes
	60	Non-State	CR-468/US-301	Commercial St	CR-507	3.12	Widen to 4 Lanes
	61	Non-State	CR-475	Old Airport Rd	CR-470	5.27	Widen to 4 Lanes

Lake and Sumter County: Unfunded Needs

Priority*	ID	Jurisdiction	On Street	From Street	To Street	Mi.	Improvement
N/A	62	Non-State	CR-470	SR-471 (CR-527)	Florida's Turnpike	9.02	Widen to 4 Lanes

LAKE-SUMTER MPO

HIGHWAYS
=====

ITEM NUMBER:242626 3
DISTRICT:05
ROADWAY ID:18130000

PROJECT DESCRIPTION:I-75 FROM CR 470 TO SR91 (FLORIDA TURNPIKE)
COUNTY:SUMTER
PROJECT LENGTH: 7.595MI

SIS
TYPE OF WORK:ADD LANES & RECONSTRUCT
LANES EXIST/IMPROVED/ADDED: 4/ 4/ 2

FUND CODE	2022
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	115
SL	51,213
TOTAL 242626 3	51,328
TOTAL 242626 3	51,328

ITEM NUMBER:430132 1
DISTRICT:05
ROADWAY ID:18010000

PROJECT DESCRIPTION:SR 35 (US 301) FROM CR 470 TO SR 44
COUNTY:SUMTER
PROJECT LENGTH: 7.702MI

NON-SIS
TYPE OF WORK:ADD LANES & RECONSTRUCT
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	2022
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SL	2,000
TOTAL 430132 1	2,000
TOTAL 430132 1	2,000

ITEM NUMBER:434912 1
DISTRICT:05
ROADWAY ID:18580000

PROJECT DESCRIPTION:CR 470 FROM CR 527 TO SR 91 (FL TURNPIKE)
COUNTY:SUMTER
PROJECT LENGTH: 9.949MI

NON-SIS
TYPE OF WORK:ADD LANES & REHABILITATE PVMNT
LANES EXIST/IMPROVED/ADDED: 2/ 0/ 2

FUND CODE	2022
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SL	-5,938
TOTAL 434912 1	-5,938
TOTAL 434912 1	-5,938

ITEM NUMBER:435476 1
DISTRICT:05
ROADWAY ID:18130000

PROJECT DESCRIPTION:I-75 @ CR 514 FROM 0.5 MILES W OF I-75 TO CR 525 EXTENSION
COUNTY:SUMTER
PROJECT LENGTH: .250MI

SIS
TYPE OF WORK:INTERCHANGE (NEW)
LANES EXIST/IMPROVED/ADDED: 4/ 0/ 2

FUND CODE	2022
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SL	-2,131
TOTAL 435476 1	-2,131
TOTAL 435476 1	-2,131

APPENDIX D

Sumter County CMP Database

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	PEAK HOUR DIRECTIONAL SERVICE VOLUME	JURISDICTION	ADOPTED LOS STANDARD	DAILY SERVICE VOLUME	2023 AADT	2023 DAILY V/C	2023 DAILY LOS	PEAK HOUR DIRECTIONAL SERVICE VOLUME	2023 PEAK HOUR NB/EB VOLUME	2023 PEAK HOUR SB/WB VOLUME	2023 PEAK HOUR V/C	2023 PEAK HOUR LOS	PEAK HOUR TWO-WAY DIRECTIONAL SERVICE VOLUME	2023 PEAK HOUR TWO-WAY V/C	2023 PEAK HOUR TWO-WAY LOS	GROWTH RATE	DAILY SERVICE VOLUME (2028)	2028 AADT	2023 DAILY V/C	2028 DAILY LOS	PEAK HOUR DIRECTIONAL SERVICE VOLUME (2028)	2028 PEAK HOUR NB/EB VOLUME	2028 PEAK HOUR SB/WB VOLUME	2028 PEAK HOUR V/C	2028 PEAK HOUR LOS	PEAK HOUR TWO-WAY DIRECTIONAL SERVICE VOLUME (2028)	2028 PEAK HOUR TWO-WAY V/C	2028 PEAK HOUR TWO-WAY LOS	
3553120	180202	180202	FDOT	60	1.73	SR 44	CR 475	SR 59/75	4	4	RURAL	UNDIVIDED	C2	STATE	UNINCORPORATED SUMTER COUNTY	C	45,800	11,200	0.24	B	2.390	361	852	0.27	B	4,350	1,033	B	0.23	1.00%	45,800	11,771	0.26	B	2.280	379	885	0.29	B	4,250	2,789	B	0.84
3553130	180202	180202	FDOT	45	1.00	CR 44A	SR 539/75	CR 44A	4	4	RURAL	UNDIVIDED	C2	STATE	UNINCORPORATED SUMTER COUNTY	D	35,700	19,190	0.34	B	2.590	639	984	0.34	B	2,590	1,823	B	0.34	2.25%	35,700	21,448	0.39	B	2.590	938	1,100	0.38	D	5,290	3,848	D	0.73
3553109	2020-178		SUMTER	35	0.77	CR 48	CR 478 (VIRGINIA AVE)	CR 469	2	2	RURAL	UNDIVIDED	C2/7	COUNTY	CENTER HILL	D	18,000	7,060	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	373	377	0.40	C	1,710	1,153	C	0.67
3553130	71		SUMTER	30	0.51	CR 48 (FLORIDA ST)	US 301/SR 35 (NOBLE AVE)	CR 478 W	2	2	URBAN	UNDIVIDED	C2/7	BUSHNELL	BUSHNELL	D	12,990	3,782	0.29	C	677	165	189	0.28	C	1,231	354	C	0.29	1.00%	12,990	3,975	0.31	C	677	173	199	0.29	C	1,231	890	C	0.69
3553140	37		SUMTER	55	2.75	CR 469	CENTER HILL	CR 728	2	2	RURAL	UNDIVIDED	C2	COUNTY	CENTER HILL	D	14,000	4,790	0.34	C	780	119	142	0.19	B	1,330	192	B	0.20	10.00%	14,000	7,714	0.55	C	780	192	229	0.31	B	1,330	922	D	0.69
3553150	98		SUMTER	55	2.90	CR 469	SR 50	CR 728	2	2	URBAN	UNDIVIDED	C2	COUNTY	UNINCORPORATED SUMTER COUNTY	D	14,000	4,376	0.31	B	780	116	120	0.16	B	1,330	236	B	0.18	8.25%	14,000	6,505	0.46	C	780	172	178	0.24	B	1,330	902	D	0.68
3553160	72		SUMTER	35	0.99	CR 48	CR 478 W	CR 557	2	2	RURAL	UNDIVIDED	C2	COUNTY	BUSHNELL	D	14,000	9,321	0.67	D	730	382	327	0.52	C	1,330	709	C	0.53	4.75%	14,000	11,755	0.84	D	730	482	412	0.66	D	1,330	1,212	D	0.91
3553170	75	187001	SUMTER	55	1.75	CR 48	CR 557	CR 747	2	2	RURAL	UNDIVIDED	C2	COUNTY	BUSHNELL	D	14,000	5,175	0.66	D	730	284	335	0.46	C	1,330	619	C	0.47	5.50%	14,000	11,991	0.86	D	730	371	438	0.60	D	1,330	1,101	D	0.83
3553180	73	187001	SUMTER	45	1.26	CR 48	SR 471	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	566	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	263	302	0.41	C	1,330	564	C	0.42	6.00%	14,000	10,868	0.78	D	730	351	404	0.55	D	1,330	1,006	D	0.81
3553200	77		SUMTER	55	1.82	CR 48	CR 567	CR 569 (NORTH AVE)	2	2	URBAN	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	13,917	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 569 (NORTH AVE)	2	2	RURAL	UNDIVIDED	C2/7	COUNTY	CENTER HILL	D	18,000	9,575	0.63	C	940	270	295	0.31	C	1,710	565	C	0.33	7.75%	18,000	13,907	0.77	D	940	392	428	0.46	C	1,710	1,332	D	0.78
3554120	180016	180009	FDOT	40	1.00	SR 48 (CR 48 W)	CR 609	CR 311 (N WEST ST)	4	4	RURAL	UNDIVIDED	C3C	STATE	BUSHNELL	D	36,600	12,155	0.33	C	1,810	537	466	0.30	C	3,290	1,023	C	0.31	2.25%	36,600	13,585	0.37	C	1,810	600	543	0.33	C	3,290	2,410	C	0.73
3554130	174	180009	SUMTER	40	0.52	SR 48 (CR 48 W)	CR 311 (N WEST ST)	CR 475 (S MAIN ST)	4	4	RURAL	UNDIVIDED	C3C	STATE	BUSHNELL	D	36,600	11,446	0.37	C	1,810	526	460	0.33	C	3,290	1,126	C	0.34	1.00%	36,600	14,134	0.39	C	1,810	553	531	0.35	C	3,290	2,363	C	0.72
3554140	175	182007	FDOT	40	0.25	SR 48 (MAIN ST N)	US 301/SR 35	SR 48	4	4	URBAN	UNDIVIDED	C2/7	STATE	BUSHNELL	D	24,728	12,589	0.51	C	1,292	440	466	0.38	C	2,347	526	C	0.39	5.00%	24,728	18,067	0.65	C	1,292	562	620	0.48	C	2,347	1,854	D	0.79
3555100	80		SUMTER	45	0.54	CR 48	CITRUS COUNTY BOUNDARY	CR 575	4	2	URBAN	UNDIVIDED	C2	COUNTY	UNINCORPORATED SUMTER COUNTY	C	8,200	4,529	0.55	B	430	175	178	0.41	B	780	353	B	0.45	5.75%	8,200	5,990	0.73	C	430	231	235	0.55	B	780	661	C	0.85
3555110	74		SUMTER	45	5.16	CR 48	CR 575	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	780	377	B	0.48	6.25%	8,200	6,726	0.82	C	430	230	280	0.65	C	780	660	C	0.85
3555120	81		SUMTER	45	1.73	CR 48	CR 625	CR 658	2	2	URBAN	UNDIVIDED	C2	COUNTY	BUSHNELL	D	14,000	6,157	0.44	C	730	291	299	0.43	C	1,330	562	C	0.38	3.25%	14,000	7,225	0.51	C	730	236	351	0.48	C	1,330	995	D	0.73
3555130	2020-105		SUMTER	45	0.48	CR 48	CR 313	CR 616	4	4	URBAN	UNDIVIDED	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	7,759	0.24	C	1,629	367	364	0.23	C	2,961	1,596	C	0.67
3556100	78		SUMTER	35	2.93	CR 48	CR 469	CR 558	2	2	URBAN	UNDIVIDED	C2	COUNTY	CENTER HILL	D	14,000	7,106	0.51	C	730	203	181	0.28	B	1,330	384	B	0.29	8.00%	14,000	10,441	0.75	D	730	298	268	0.41	C	1,330	1,028	D	0.77
3556110	79		SUMTER	55	0.20	CR 48	CR 558	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	0.71
3557110	36		SUMTER	45	1.02	WARM SPRINGS AVE	US 301/SR 35	CR 513	4	4	URBAN	UNDIVIDED	C3R	COUNTY	WILDWOOD	D	33,570	11,449	0.49	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	447	561	0.34	C	3,024	2,112	C	0.70
3557120	2020-52		SUMTER	55	1.74	WARM SPRINGS AVE	CR 513	CR 501	4	4	URBAN	UNDIVIDED	C3R	COUNTY	WILDWOOD	D	33,570	16,157	0.48	C	1,665	378	548	0.33	C	3,024	926	C	0.31	9.25%	33,570	25,146	0.75	C	1,665	588	853	0.51	C	3,024	2,253	C	0.75
3557130	35		SUMTER	55	2.00	WARM SPRINGS AVE	CR 501	SANDALWOOD DR	4	4	RURAL	UNDIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	35,249	25,529	0.72	C	1,748	496	521	0.30	C	3,175	1,017	C	0.32	1.00%	35,249	26,811	0.76	C	1,748	521	548	0.51	C	3,175	2,269	C	0.71
3557140	34		SUMTER	45	0.90	MORSE BLVD	SANDALWOOD DR	SR 44	4	4	URBAN	UNDIVIDED	C3R	COUNTY	WILDWOOD	D	35,249	25,383	0.72	C	1,748	606	588	0.35	C	3,175	1,132	C	0.38	1.00%	35,249	26,657	0.78	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 RD	CR 501	4	4	URBAN	UNDIVIDED	C3R	COUNTY	WILDWOOD	D	37,300	10,221	0.27	C	1,850	424	505	0.27	C	3,360	820	C	0.27	3.00%	37,300	11,849	0.32	C	1,850	480	507	0.32	C	3,360	2,330	C	0.69
3557160	205		SUMTER	35	3.91	MEGGISON RD	SR 44	CR 501	4	4	URBAN	UNDIVIDED	C3R	COUNTY	WILDWOOD	D	37,300	7,389	0.21	C	1,850	322	339	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	0.68
3557170	208		SUMTER	35	1.47	MEGGISON RD	MORSE BLVD	WARM SPRINGS AVENUE	4	4	URBAN	UNDIVIDED	C3R	COUNTY	WILDWOOD	D	37,300	8,804	0.24	C	1,850	357	435	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	1.54	MEGGISON RD	MORSE BLVD	COUNTY LINE	2	2	URBAN	UNDIVIDED	C3R	COUNTY	WILDWOOD	D	23,520	9,079	0.39	C	1,166	449	368	0.39	C	2,121	617	C	0.39	3.00%	23,520	10,525	0.45	C	1,166	521	426	0.45	C	2,121	1,687	C	0.80
3558110	180061	180061	FDOT	35	0.26	SR 471	CR 478 E (S)	CR 478 E (S)	2	2	URBAN	UNDIVIDED	C3C	STATE	WEBSTER	D	21,700	7,320	0.34	C	1,070	243	276	0.26	C	1,950	519	C	0.27	1.00%	21,700	7,683	0.35	C	1,070	256	290	0.27	C	1,950	1,325	C	0.68
3558120	181001	181001	FDOT	35	1.26	SR 471	CR 478 (N)	CR 722	2	2	URBAN	UNDIVIDED	C3C	STATE	WEBSTER	D	21,700	6,750	0.31	C	1,070	346	295	0.32	C	1,950	641	C	0.33	1.00%	21,700	7,094	0.31	C	1,070	364	310	0.34	C	1,950	1,434	D	0.74
3558140	181001	181001	FDOT	55	1.26	SR 471	CR 48 E	CR 722	2	2	URBAN	UNDIVIDED	C2	STATE	UNINCORPORATED SUMTER COUNTY	D	14,000	6,750	0.48	C	730	346	295	0.47	C	1,330	641	C	0.48	1.00%	14,000	7,094	0.51	C	730	364	310	0.50	C	1,330	1,094	D	0.82
3558150	181001	181003	FDOT	55	1.01	SR 471	CR 48 E	CR 476	2	2																																	

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 LOS STANDARD	DAILY SERVICE VOLUME	2023 AADT	2023 DAILY VIC	2023 DAILY LOS	PEAK HOUR DIRECTIONAL SERVICE VOLUME	2023 PEAK HOUR NBWB VOLUME	2023 PEAK HOUR SBWB VOLUME	2023 PEAK HOUR VIC	2023 PEAK HOUR LOS	PEAK HOUR TWO-WAY DIRECTIONAL SERVICE VOLUME	2023 PEAK HOUR TWO-WAY VOLUME	2023 PEAK HOUR TWO-WAY VIC	GROWTH RATE	DAILY SERVICE VOLUME (2050)	2028 AADT	2028 DAILY VIC	2023 DAILY LOS	PEAK HOUR DIRECTIONAL SERVICE VOLUME (2050)	2028 PEAK HOUR NBWB VOLUME	2028 PEAK HOUR SBWB VOLUME	2028 PEAK HOUR VIC	2028 PEAK HOUR LOS	PEAK HOUR TWO-WAY DIRECTIONAL SERVICE VOLUME (2050)	2028 PEAK HOUR TWO-WAY VOLUME	2028 PEAK HOUR TWO-WAY VIC	2028 PEAK HOUR TWO-WAY LOS		
35541001	82		SUMTER	45	0.18	CR 48 (FLORIDA ST)	CR 313	SR 939-75	4	4	URBAN	DIVIDED	C3C	COUNTY	BUSHNELL	D	34,587	18,046	0.52	C	1,730	502	510	0.30	C	3,109	1,012	C	0.33	1.00%	34,587	18,967	0.55	C	1,730	528	536	0.31	C	3,109	2,238	C	0.72	
35541002	173	180216	SUMTER	40	0.32	SR 48 (CR 48 W)	SR 939-75	CR 609	4	4	RURAL	DIVIDED	C3C	STATE	BUSHNELL	D	38,430	19,317	0.50	C	1,901	619	721	0.38	C	3,455	1,340	C	0.39	2.00%	38,430	21,328	0.55	C	1,901	683	796	0.42	C	3,455	2,584	C	0.75	
35581601	180089	180089	FOOT	55	6.29	SR 471	CR 476	US 301/SR 35	2	2	URBAN	UNDIVIDED	C2	STATE	UNINCORPORATED SUMTER COUNTY	D	14,000	4,660	0.33	C	730	239	254	0.33	B	1,330	443	C	0.33	1.00%	14,000	4,898	0.35	C	730	261	214	0.34	C	1,330	981	D	0.74	
40010001	2020-278		SUMTER	35	0.24	CR 103	CR 466 E	WOODRIDGE DR	4	4	URBAN	DIVIDED	C3C	COUNTY	WILDWOOD	D	34,587	3,605	0.10	C	1,730	154	188	0.11	C	3,109	342	C	0.11	2.50%	34,587	4,079	0.12	C	1,730	174	213	0.12	C	3,109	1,684	C	0.61	
40090001	108		SUMTER	55	2.43	MARSH BEND TRAIL / CR 501	CR 500	CORBIN TRL	2	2	URBAN	UNDIVIDED	C2	COUNTY	WILDWOOD	D	14,000	11,906	0.85	D	730	363	348	0.50	C	1,330	711	C	0.53	10.75%	14,000	19,837	1.42	E	730	605	580	0.83	D	1,330	1,335	E	1.00	
40090002	108		ADJACENT	55	0.48	MARSH BEND TRAIL / CR 501	CORBIN TRL	WARM SPRINGS AVE	4	4	URBAN	DIVIDED	C3R	COUNTY	WILDWOOD	D	33,570	11,906	0.35	C	1,665	363	348	0.22	C	3,024	711	C	0.24	10.75%	33,570	19,837	0.59	C	1,665	605	580	0.36	C	3,024	2,270	C	0.75	
40090003	131		SUMTER	25	1.20	MARSH BEND TRAIL	WARM SPRINGS AVE	DUNHAM DR	2	2	URBAN	DIVIDED	C3R	COUNTY	WILDWOOD	D	21,168	7,023	0.33	C	1,049	291	290	0.28	C	1,909	581	C	0.30	9.50%	21,168	11,056	0.52	C	1,049	458	457	0.44	C	1,909	1,507	C	0.79	
40090003	210		SUMTER	35	4.89	MARSH BEND TRAIL	US 301	WARM SPRINGS AVE	2	2	URBAN	DIVIDED	C3R	COUNTY	WILDWOOD	D	23,520	7,023	0.33	C	1,166	291	290	0.28	C	1,909	581	C	0.30	3.00%	23,520	8,142	0.25	C	1,166	337	336	0.25	C	1,909	1,507	C	0.79	
40090010	203		SUMTER	35	1.11	CORBIN TRAIL	MARSH BEND TRAIL	MCNEILL DR	2	2	URBAN	DIVIDED	C3R	COUNTY	WILDWOOD	D	23,520	3,391	0.14	C	1,166	137	168	0.14	C	2,121	395	C	0.14	3.00%	23,520	3,931	0.17	C	1,166	159	195	0.17	C	2,121	1,325	C	0.62	
40090020	204		SUMTER	35	0.33	CORBIN TRAIL	FENNEY WAY	MARSH BEND TRAIL	2	2	URBAN	DIVIDED	C3R	COUNTY	WILDWOOD	D	23,520	2,291	0.10	C	1,166	92	113	0.10	C	2,121	295	C	0.10	3.00%	23,520	2,644	0.11	C	1,166	107	131	0.11	C	2,121	1,273	C	0.60	
50001010	135		SUMTER	35	0.49	BUENA VISTA BLVD	CR 466	SADDLEBROOK LN	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	19,213	0.57	C	1,665	850	825	0.51	C	3,024	1,675	C	0.55	1.00%	33,570	20,191	0.60	C	1,665	893	867	0.54	C	3,024	2,558	C	0.85	
50001012	134		SUMTER	35	1.39	BUENA VISTA BLVD	SADDLEBROOK LN	EL CAMINO REAL	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	21,186	0.63	C	1,665	886	866	0.53	C	3,024	1,751	C	0.58	1.00%	33,570	22,267	0.66	C	1,665	930	910	0.56	C	3,024	2,595	C	0.86	
59999951	171		SUMTER	35	0.50	MORSE BLVD N	CR 466A	ODELL CIR S. END	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	23,249	0.69	C	1,665	1,270	1,122	0.76	C	3,024	2,392	C	0.79	1.00%	33,570	24,435	0.73	C	1,665	1,335	1,179	0.80	C	3,024	3,000	D	0.99	
59999952	161		SUMTER	35	0.54	MORSE BLVD N	ODELL CIR S. END	BONITA BLVD	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	15,769	0.47	C	1,665	660	643	0.40	C	3,024	1,303	C	0.43	1.75%	33,570	17,198	0.51	C	1,665	720	701	0.43	C	3,024	2,385	C	0.79	
59999953	170		SUMTER	35	1.12	MORSE BLVD N	BONITA BLVD	ODELL CIR N. END	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	13,213	0.39	C	1,665	578	542	0.35	C	3,024	1,120	C	0.37	1.00%	33,570	13,887	0.41	C	1,665	607	570	0.36	C	3,024	2,272	C	0.75	
59999954	160		SUMTER	35	0.86	MORSE BLVD N	ODELL CIR N. END	STILLWATER TRL	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	15,809	0.47	C	1,665	764	681	0.46	C	3,024	1,445	C	0.48	1.00%	33,570	16,615	0.49	C	1,665	803	716	0.48	C	3,024	2,468	C	0.82	
59999955	159		SUMTER	35	0.98	MORSE BLVD N	STILLWATER TRL	CR 466	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	24,453	0.73	C	1,665	1,157	1,113	0.69	C	3,024	2,270	C	0.75	1.00%	33,570	25,700	0.77	C	1,665	1,216	1,170	0.73	C	3,024	2,881	D	0.95	
60000051	169		SUMTER	35	0.42	BUENA VISTA BLVD	ST CHARLES PL	ODELL CIR S. END	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	16,618	0.50	C	1,665	683	649	0.41	C	3,024	1,332	C	0.44	1.50%	33,570	17,962	0.53	C	1,665	736	699	0.44	C	3,024	2,401	C	0.79	
60000052	168		SUMTER	35	0.68	BUENA VISTA BLVD	BONITA BLVD	ODELL CIR S. END	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	13,445	0.40	C	1,665	557	550	0.33	C	3,024	1,107	C	0.37	1.00%	33,570	14,131	0.42	C	1,665	595	578	0.35	C	3,024	2,250	C	0.74	
60000053	157		SUMTER	35	0.94	BUENA VISTA BLVD	BONITA BLVD	ODELL CIR N. END	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	14,571	0.43	C	1,665	635	663	0.40	C	3,024	1,298	C	0.43	1.00%	33,570	15,314	0.46	C	1,665	667	697	0.42	C	3,024	2,332	C	0.77	
60000054	167		SUMTER	35	0.61	BUENA VISTA BLVD	ODELL CIR N. END	STILLWATER TRL	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	22,069	0.66	C	1,665	1,059	1,078	0.65	C	3,024	2,137	C	0.71	1.00%	33,570	23,195	0.69	C	1,665	1,113	1,133	0.68	C	3,024	2,778	C	0.92	
60000055	166		SUMTER	35	0.58	BUENA VISTA BLVD	STILLWATER TRL	TEMBERRY FOREST DR	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	17,833	0.53	C	1,665	785	781	0.47	C	3,024	1,566	C	0.52	1.00%	33,570	18,743	0.56	C	1,665	825	821	0.50	C	3,024	2,490	C	0.82	
60000056	165		SUMTER	35	0.93	BUENA VISTA BLVD	TEMBERRY FOREST DR	C-472 (RAINEY TRL)	4	4	URBAN	DIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	33,570	20,655	0.62	C	1,665	993	978	0.60	C	3,024	1,971	C	0.65	1.00%	33,570	21,709	0.65	C	1,665	1,044	1,028	0.63	C	3,024	2,709	C	0.90	
6000201			NO COUNT	30	0.12	MARIPOSA WAY	500 FT SOUTH MARIPOSA WAY	MORSE BLVD N	2	2	URBAN	UNDIVIDED	C3C	COUNTY	UNINCORPORATED SUMTER COUNTY	D	19,530	-	-	-	963	-	-	-	-	1,755	-	-	-	-	19,530	-	-	-	963	-	-	-	-	1,755	-	-	F	
60000891	188037	188037	FOOT	25	1.12	CHURCHILL DOWNS	MORVEN PARKWAY	LYNNHAVEN LN	2	2	URBAN	UNDIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	20,160	1,265	0.06	C	1,818	61	52	0.06	C	1,818	113	C	0.06	1.00%	20,160	1,330	0.07	C	1,818	64	55	0.06	C	1,818	1,063	C	0.58	
60001001	144		SUMTER	30	0.38	ODELL CIR	BACKWATER WAY	CHANEL ST S	2	2	URBAN	UNDIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	20,160	6,719	0.33	C	989	223	256	0.32	C	1,818	579	C	0.32	4.50%	20,160	8,373	0.42	C	989	463	319	0.40	C	1,818	1,402	C	0.77	
60001001	142		SUMTER	25	0.52	ODELL CIR	ARVIN LN	MORSE BLVD N (S)	2	2	URBAN	UNDIVIDED	C3R	COUNTY	UNINCORPORATED SUMTER COUNTY	D	20,160	8,319	0.41	C	989	238	345	0.35	C	1,818	603	C	0.39	4.25%	20,160	10,244	0.51	C	989	416	425	0.43	C	1,818	1,415	C	0.78	
35511301	180005	180005	WILDWOOD	55	1.26	SR 44	MORSE BLVD	LAKE COUNTY BOUNDARY	4	4	URBAN	DIVIDED	C3C	STATE	UNINCORPORATED SUMTER COUNTY	D	36,600	23,680	0.65	C	1,830	996	967	0.55	C	3,290	1,963	C	0.60	3.50%	36,600	28,124	0.77	C	1,830	1,183	1,148	0.65	C	3,290	2,993	D	0.91	
40010012	83		SUMTER	35	2.01	CR 103	WOODRIDGE DR	CR 102	2	2	URBAN	UNDIVIDED	C2	COUNTY	WILDWOOD	D	14,000	4,300	0.31	B	730	203	210	0.29	B	1,330	413	B	0.31	2.25%	14,000	4,806	0.34	C	730	227	235	0.32	B	1,330	957	D	0.72	

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: **RZ 2405-001 7202 Marsh Bend Trail**

REQUESTED ACTION: The Planning and Zoning Board/Special Magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number	RZ 2405-001 7202 Marsh Bend Trail
Ordinance Number	O2025-6
Owner(s)	WGS Properties, LLC
Applicant(s)	WGS Properties, LLC - J.R. Wright, Jr.
Property Location	The subject property is generally located approximately 0.14 miles north of E C 470 with portions west along Marsh Bend Trail.
Parcel(s)	K09A010
Date	April 4, 2025

The applicant is seeking approval from the City Commission for a Zoning Map Amendment to change the zoning district from RR5C (Sumter County) to C-3 (City of Wildwood) for the parcel listed above on 7.121 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2405-001 (O2025-5).

ANALYSIS: The applicant is proposing to include this parcel (K09A010) with the adjacent southern parcel (K10-006) to accommodate water retention areas, utilities, and parking for the overall combined development.

Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), the applicant believes the zoning change to C-3 should be granted based on the following criteria:

(a) Whether the proposed change is consistent with the comprehensive plan;
The proposed rezoning to C-3 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.

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

The land use pattern of the surrounding area is commercial and residential. The proposed C-3 zoning designation will serve as a transition in this area to serve city residents.

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

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

Potable Water & Sewer: There is a 16" water main on the east side of Marsh Bend Trail and north side of CR 500. There is no sewer currently available to this parcel. The closest force main line is approximately 8,300 feet from the parcel. The City's wastewater treatment plant has a current permitted capacity of 3.55 million gallons per day (MGD). Through a variety of analysis and forecasts of included new developments, the City has determined it will be close to reaching its system wastewater capacity in or around 2026. The City has initiated the wastewater treatment plant expansion. The City anticipates construction to begin at or around the beginning of 2025. While certain milestones have been set to work towards a completion date of 2027, the actual completion date of the wastewater treatment plant expansion has not been established. Therefore, capacity cannot be guaranteed until substantial completion and occupancy of the wastewater treatment plant at its expanded, city-wide capacity of 5.5 MGD has been achieved. The force main will need to be extended to serve the overall combined commercial development. At the time of extension, the developer would enter into a developer's agreement with the City of Wildwood in which the City would ensure that only the previously vested wastewater ERUs from the adjacent southern parcel, K10-006, would be used for the overall combined commercial development unless wastewater capacity can be verified within the wastewater treatment plant at time of the developer's agreement.

Streets: The property would have access off of Marsh Bend Trail. There is a Marsh Bend Trail realignment currently under construction and a new TIA will be performed for the entire project with specific uses, trip generation counts and traffic analysis for the proposed uses at the time of the site plan application.

(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 use, 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 construct water retention areas, utilities, and parking to support the southern commercial development, and to bring the property into compliance with the proposed Future Land Use designation.

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

The applicant submitted a transportation impact analysis (TIA) conducted in January 2025. The TIA was accepted by Sumter County's Public Works Department with the understanding that the parcel is planned to be combined with the adjacent southern parcel to create a combined site for commercial development. This additional parcel is proposed to accommodate water retention areas, utilities, and parking for the overall combined development. A new TIA will be performed for the entire project with specific uses, trip generation counts and traffic analysis for the proposed uses at the time of the site plan application.

(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	C-3 (City)
EAST	ARD (City)
WEST	RR5C (City)

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 necessary. Other items likely to be required during the site plan process in accordance with the environmental record may include a 100% gopher tortoise survey, tree clearing activities outside the red-tailed hawk nesting season from March to July, and/or conducting a migratory bird evaluation and breeding survey of the site prior to land clearing.



Amanda Bondi
Planner II, Development Services

ORDINANCE NO. O2025-6

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:

K09A010
WGS Properties, LLC
7.121 +/-

LEGAL DESCRIPTION:

LOT 10, INDIAN OAKS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 53, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

This property is to be reclassified from RR5C (Sumter County) to C-3 (City of Wildwood).

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.

SECTION 5. 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

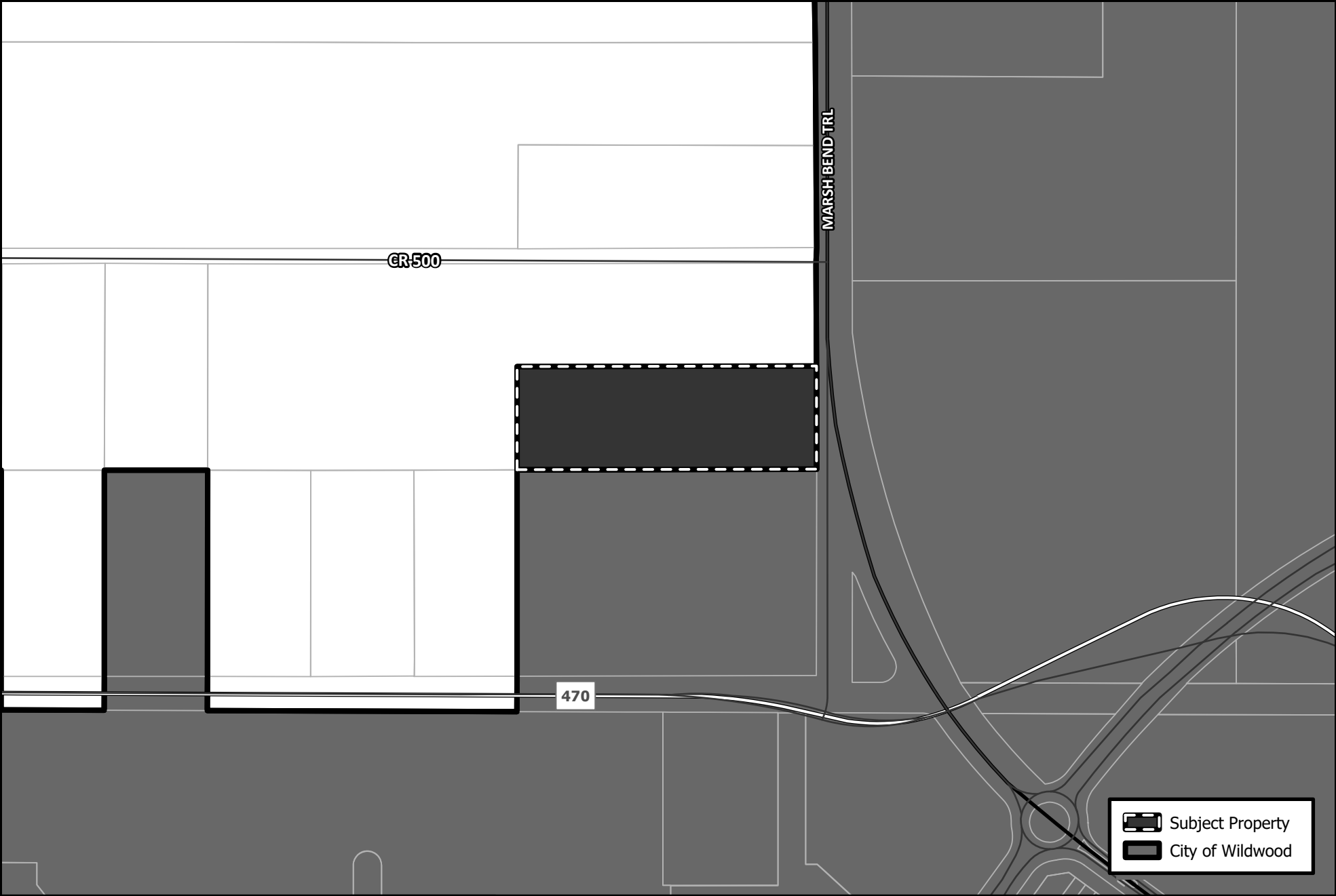
First Reading: _____

Second Reading: _____

Approved as to form:

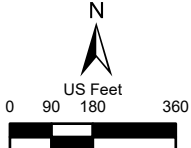
City Attorney

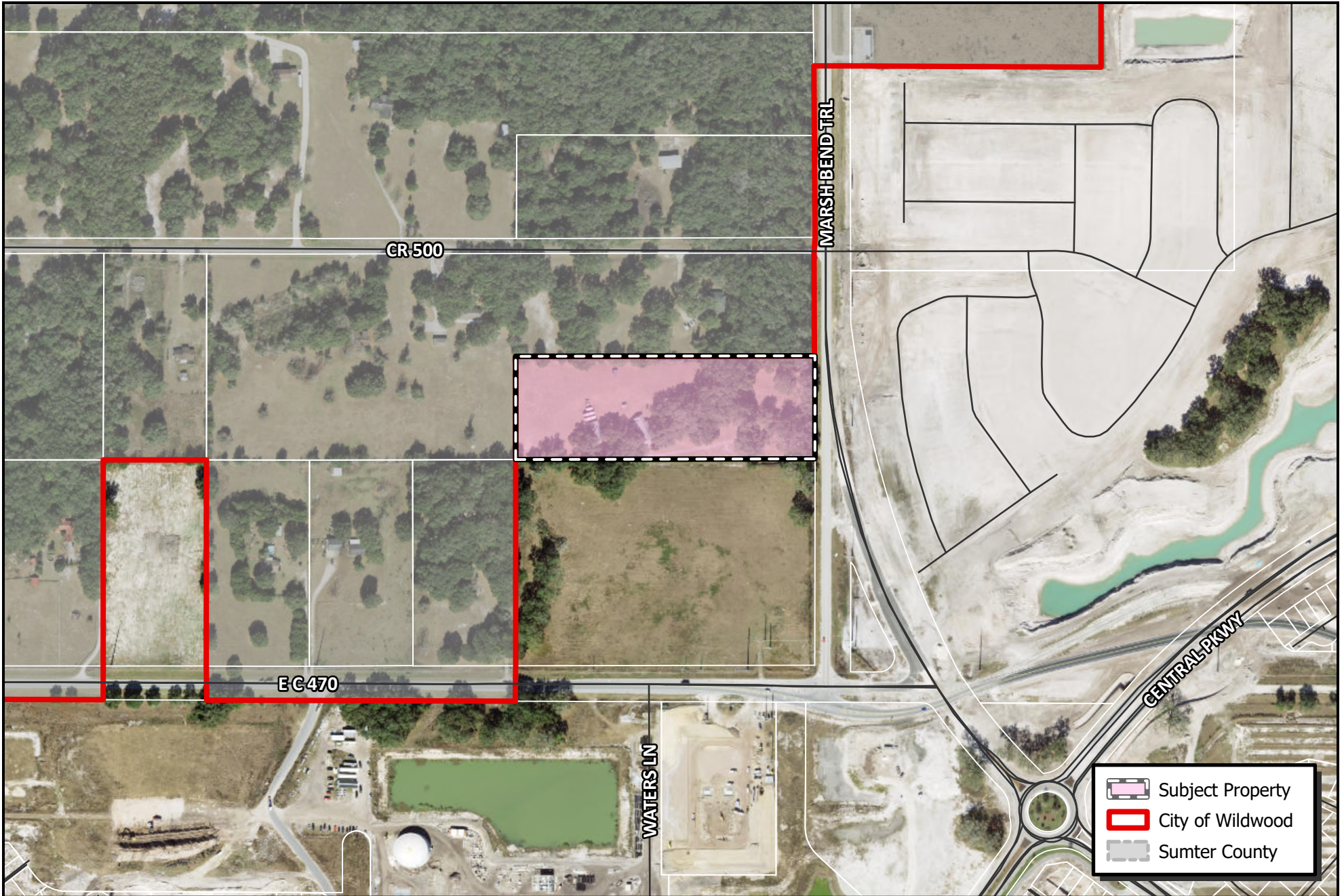
Exhibit A

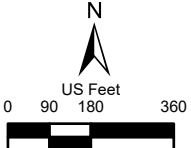


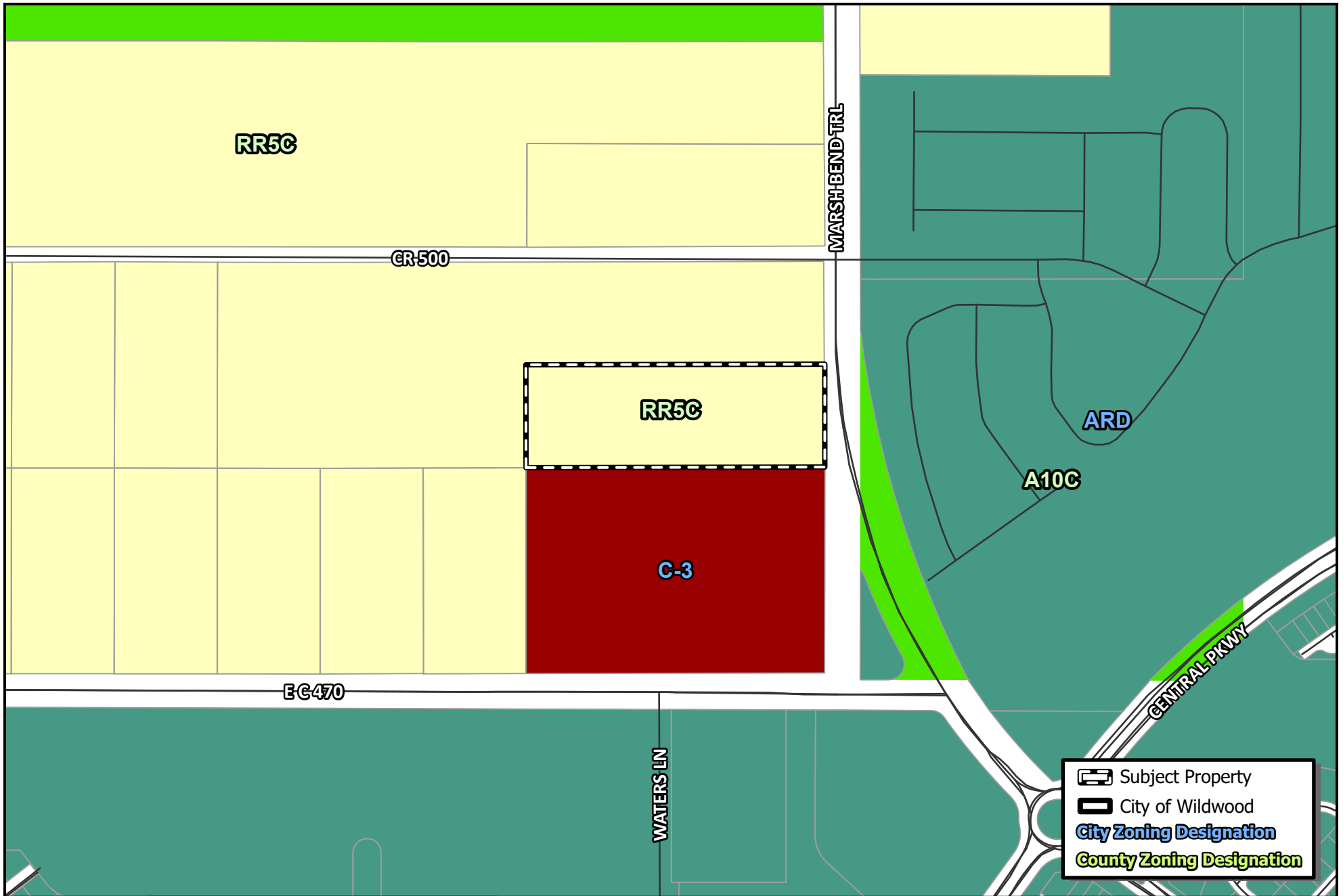
 Subject Property

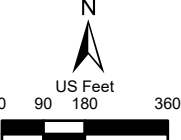
 City of Wildwood

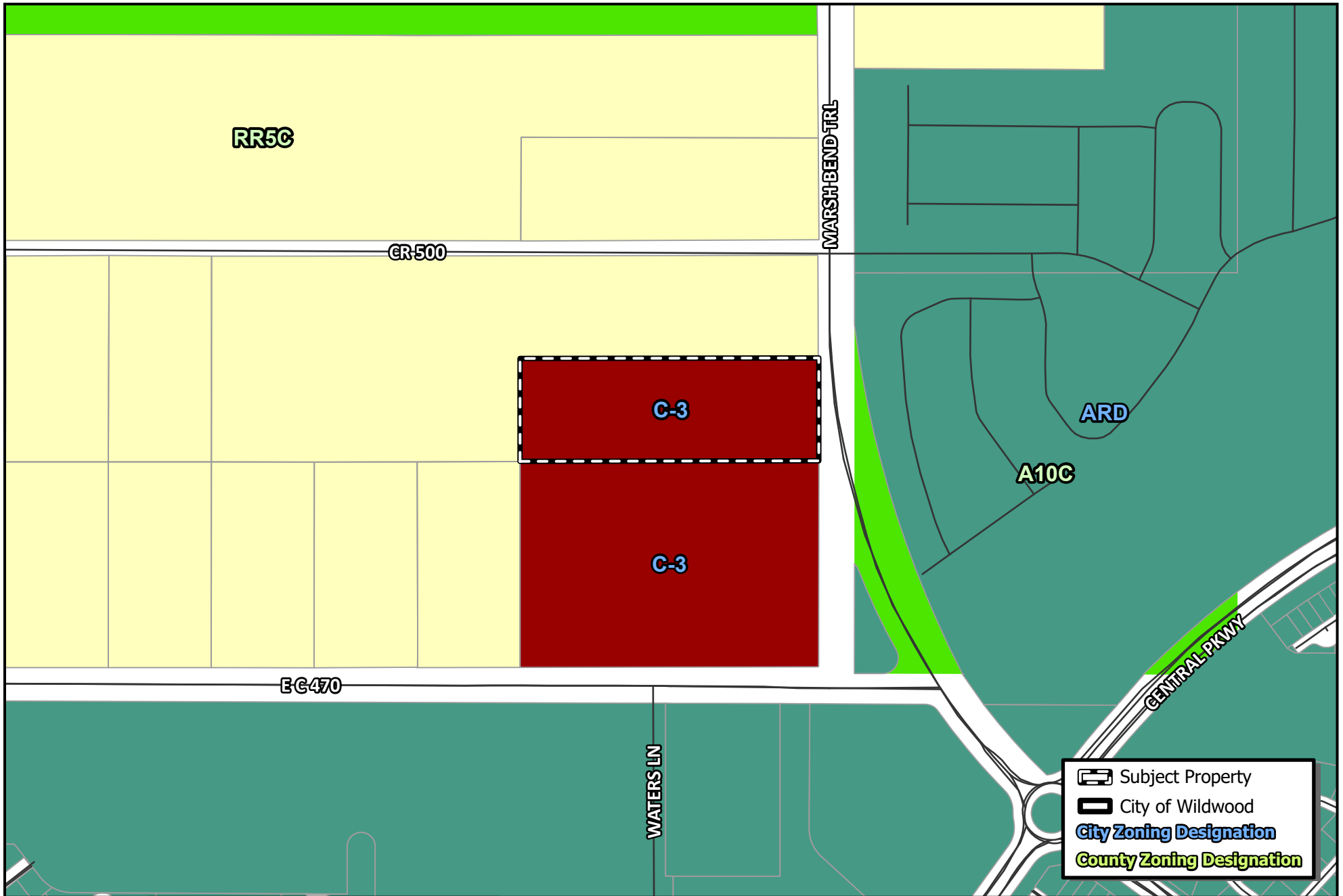
 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 US Feet 0 90 180 360	RZ 2405-001		MAP 1A
		7202 MARSH BEND TRAIL		LOCATION
		PARCEL K09A010		MAP
				MAY 2024

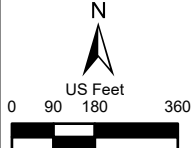


 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		RZ 2405-001		MAP 1B
			7202 MARSH BEND TRAIL		LOCATION MAP
			PARCEL K09A010		FEB 2025



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		RZ 2405-001 7202 MARSH BEND TRAIL PARCEL K09A010		MAP 3A EXISTING ZONING FEB 2025
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 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 2405-001 7202 MARSH BEND TRAIL PARCEL K09A010	MAP 3B
			PROPOSED ZONING
			FEB 2025



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: O2025-6

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, March 4, 2025, 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-3 (City of Wildwood) on 7.121 acres MOL. The subject property is generally located approximately 0.14 miles north of E C 470 with portions west along Marsh Bend Trail.

Case Number: RZ 2405-001 7202 Marsh Bend Trail

Applicant(s): WGS Properties, LLC – J.R. Wright, Jr

Owner(s): WGS Properties, LLC

Parcel(s): K09A010

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: March 4, 2025



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PJ #A25-0566 Parcel #G15A132 Annexation

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CASE NUMBER PJ #A25-0566

ORDINANCE NUMBER O2025-7

OWNER/APPLICANTS Back Holla Properties, LLC

PROPERTY LOCATION The property is generally located on C 44A, approximately 0.05 miles northeast of the intersection of E SR 44 and C 44A, addressed as 6454 C-44A, Wildwood, FL 34785

PARCEL NUMBER G15A132

DATE March 10, 2025

The owner/applicant, Back Holla Properties, LLC, has submitted a voluntary annexation of parcel G15A132. The property is approximately 0.14 acres MOL and is located at 6454 C 44-A, Wildwood, FL 34785. Annexation into the City is appropriate because the property is located in the City's Joint Planning Area with Sumter County.

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 a 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 unavailable to the property, the applicant intends to continue using the existing well and septic. The applicant is expected to receive a temporary waiver of the requirement to connect to the City's Utilities per Sections 19-26 and 19-27 of the Code of Ordinances. Should either of the systems fail at the time that the City's utility lines are available, the applicant will be required to connect.



Alex Lammers
Planner I, Development Services

ORDINANCE NO. O2025-7

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.14 ACRES LOCATED ON C 44A, APPROXIMATELY 0.05 MILES NORTH EAST OF E SR 44, IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is approximately located on C 44A, approximately 0.05 miles north east of E SR 44, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is 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 Back Holla Properties, is more particularly described as follows:

Parcel G15A132
Back Holla Properties, LLC
Acres 0.14+/-

LEGAL DESCRIPTION

FROM THE SOUTHWEST COMER OF LOT 1, BLOCK G, PLAT NO. 1, ORANGE HOME SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 101 1/2, PUBLIC RECORDS OF SUMTER COUNTY; FLORIDA, RUN SOUTHWESTERLY ALONG THE EAST LINE OF BAKER BOULEVARD 50 FEET TO THE POINT OF BEGINNING, RUN SOUTHWESTERLY ALONG SAID EAST LINE OF BAKER BOULEVARD 100 FEET, RUN SOUTH 52 DEGREES 13' EAST 125 FEET, RUN NORTH 37 DEGREES 47' EAST 100 FEET,

THENCE NORTH 52 DEGREES 13' WEST 125 TO POINT OF BEGINNING.

LESS THE FOLLOWING:

FROM THE SOUTHWEST COMER OF LOT 1, BLOCK G, PLAT NO. 1, ORANGE HOME SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 101 1/2, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, RUN SOUTHWESTERLY ALONG THE EAST LINE OF BAKER BOULEVARD 50 FEET TO THE POINT OF BEGINNING, RUN SOUTHWESTERLY ALONG SAID EAST LINE OF BAKER BOULEVARD 50 FEET, RUN SOUTH 52 DEGREES 13' EAST 125 FEET, RUN NORTH 37 DEGREES 27' EAST (NOTE: BEARING SHOULD READ NORTH 37 DEGREES 47' EAST) 50 FEET, THENCE NORTH 52 DEGREES 13' WEST 125 TO 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: _____

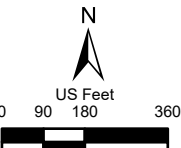
Second Reading: _____

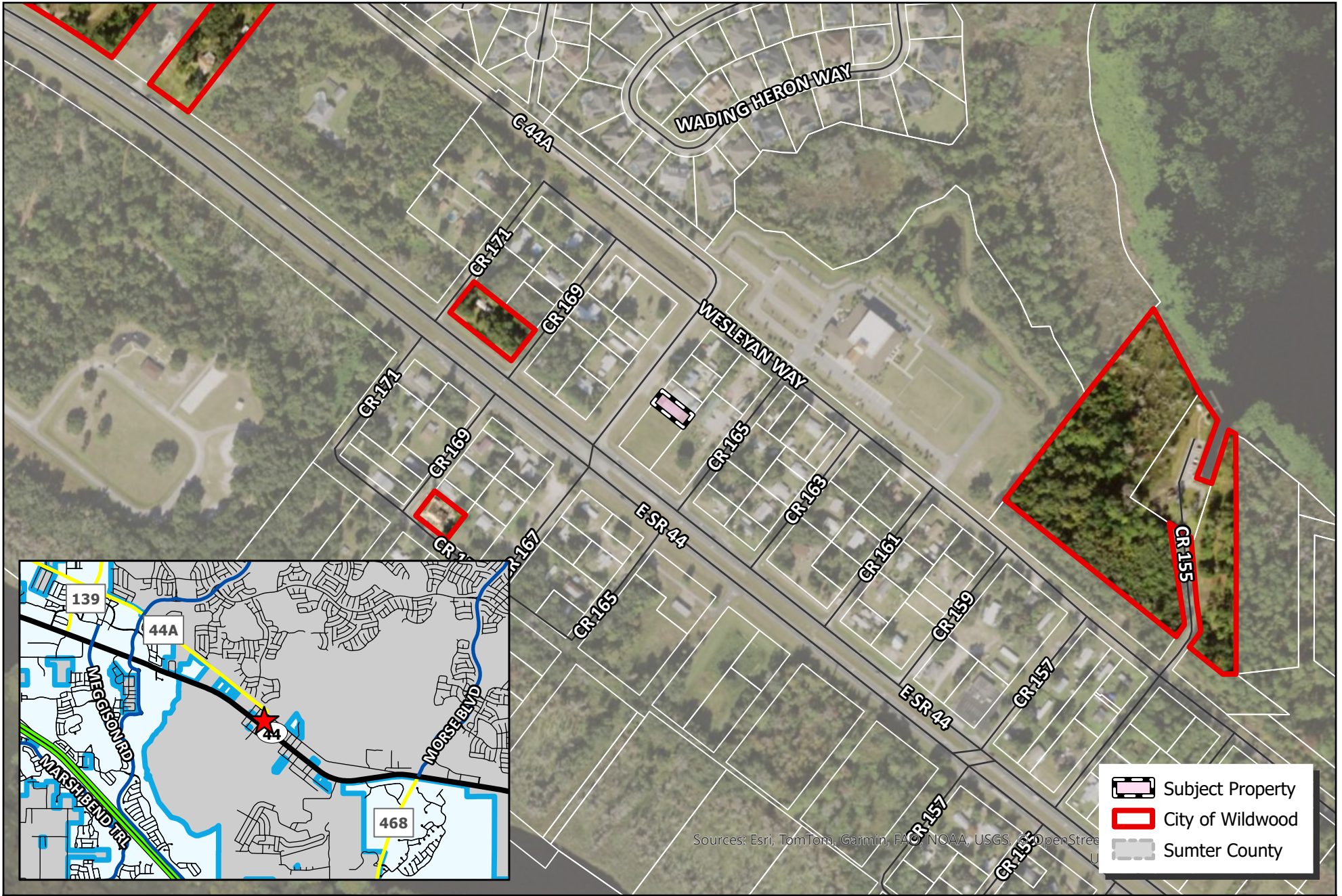
Approved as to form:

City Attorney

EXHIBIT A



 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	PJ #A25-0566 PARCEL #G15A132 PARCEL G15A132	MAP 1A LOCATION MAP MAR 2025
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 WILDWOOD FLORIDA	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	PJ #A25-0566		MAP 1B
			PARCEL #G15A132		LOCATION
			PARCEL G15A132		MAP
					MAR 2025



Business Impact Estimate

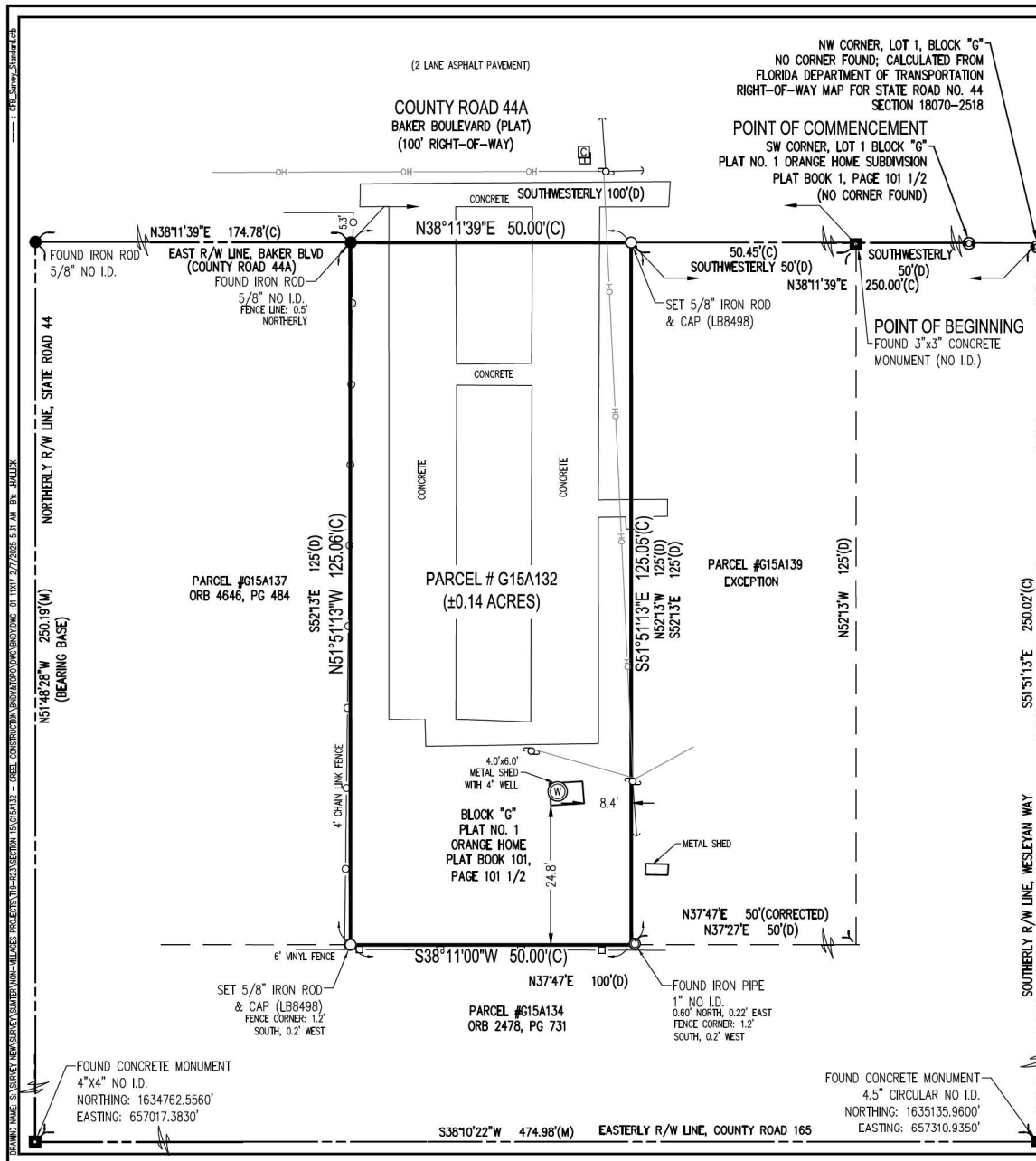
This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Wildwood website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: O2025-7

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.



LEGAL DESCRIPTION:

FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK G, PLAT NO. 1, ORANGE HOME SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 101 1/2, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, RUN SOUTHWESTERLY ALONG THE EAST LINE OF BAKER BOULEVARD 50 FEET TO THE POINT OF BEGINNING, RUN SOUTHWESTERLY ALONG SAID EAST LINE OF BAKER BOULEVARD 100 FEET, RUN SOUTH 52 DEGREES 13' EAST 125 FEET, RUN NORTH 37 DEGREES 47' EAST 100 FEET, THENCE NORTH 52 DEGREES 13' WEST 125 TO POINT OF BEGINNING.

LESS THE FOLLOWING:

FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK G, PLAT NO. 1, ORANGE HOME SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 101 1/2, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, RUN SOUTHWESTERLY ALONG THE EAST LINE OF BAKER BOULEVARD 50 FEET TO THE POINT OF BEGINNING, RUN SOUTHWESTERLY ALONG SAID EAST LINE OF BAKER BOULEVARD 50 FEET, RUN SOUTH 52 DEGREES 13' EAST 125 FEET, RUN NORTH 37 DEGREES 27' EAST (NOTE: BEARING SHOULD READ NORTH 37 DEGREES 47' EAST) 50 FEET, THENCE NORTH 52 DEGREES 13' WEST 125 TO POINT OF BEGINNING.

SURVEY NOTES:

- THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050 (11) FLORIDA ADMINISTRATIVE CODE.
- BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE (NOS) THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NGS). AS A REFERENCE FOR THIS SURVEY, THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 HAS A BEARING OF NORTH 51°48'28" WEST.
- COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NUMBER 1219C01530, SUMTER COUNTY, FLORIDA, EFFECTIVE DATE OF SEPTEMBER 27, 2013, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "X".
- THE DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY IS BASED ON THE DESCRIPTION RECORDED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 710 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL. ENCUMBRANCES SUCH AS EASEMENTS MAY EXIST THAT ARE NOT SHOWN.
- NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION, UNLESS ENDING IN "LY" (NLY, ELY, SLY, WLY) WHICH ARE PERPENDICULAR TIES TO THE BOUNDARY LINE.
- WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
- UNDERGROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED.
- THIS SURVEY MAP AND REPORT (IF APPLICABLE) OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADDED PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
- RECORDING REFERENCES (SUCH AS OFFICIAL RECORDS BOOK AND PAGE, AND PLAT BOOK AND PAGE) SHOWN HEREON, REFER TO DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF SUMTER, FLORIDA.
- DISTANCES AND ACRES SHOWN HEREON ARE MEASURED IN US SURVEY FEET AND DECIMALS THEREOF. MEASUREMENTS DEPICTED HEREON ARE FIELD DERIVED UNLESS OTHERWISE NOTED.

CERTIFIED TO:

1) TODD COON



Digitally signed by Jeremy Hallick
Date: 2025.02.07 05:37:06
-05'00'

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

JOB NO. SP2025.00373	SURVEY DATE: 01/30/2025
DRAWN BY: JDH	BOOK/PAGE V24-71/23-24
REVISIONS	DATE

BOUNDARY SURVEY
FOR
TODD COON

CLYMER
FARNER
BARLEY
SURVEYING

7470 ALCOA DRIVE, SUITE 101, LARGO, FL 34682
(813) 785-1326

SHEET
01 OF 01

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PJ # A25-0611 Mills Annexation

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, Ron Courington on behalf of the owner, Richard Mills, has submitted a voluntary annexation application for parcel G22A1825. The property to be annexed totals 0.479 acres MOL and is generally located 0.5 miles south of the intersection of E SR 44 and Continental Boulevard.

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

City water and sewer are available to the subject property. The applicant would like to construct a new mobile home on the property to replace the existing mobile home. The applicant will work with the City Utilities department to connect to water and sewer services.

Staff recommends approval of Ordinance O2025-12.

Dated 04/07/2025



McKenna Page
Planner I, Development Services

ORDINANCE NO. O2025-12

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.479 ACRES LOCATED SOUTH OF E SR 44 AND WEST OF MORSE BLVD, IN SECTION 22, TOWNSHIP 19, RANGE 23; 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 approximately located 0.5 miles south of the intersection of E SR 44 and Continental Boulevard, 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 Richard and Janice Mills, is more particularly described as follows:

Parcels G22A1825
MILLS RICHARD S & JANICE
0.479 Acres

LEGAL DESCRIPTION

Lot 25 in Block 18 of Continental Camper Resorts, Incorporated Subdivision, Replat of Unit One, recorded in Plat Book 3, page 52,, Public Records of Sumter County, Florida.

ALSO, begin at the most Northerly corner of Lot 25, Block 18 and run North 40°09'10" East along an extension of the most Northerly line of said Lot 25, a distance of 10 feet, thence run Southeasterly parallel to the Northeasterly line of Lot 25 a distance of 127.92 feet to a point that is an extension of the Southeasterly line of said Lot 25, thence run

South 70°09'10" West along the extension of Lot 25 a distance of 10 feet to the most Northeasterly corner of said Lot 25, run thence along the Northeasterly Lot line of Lot 25 a distance of 122.68 feet to the point of beginning.

ALSO, For a Point of Reference, begin at the Southeast corner of Lot 25, Block 18, Continental Camper Resorts, Inc., Subdivision, as recorded in Plat Book 3, Page 52E, of the Public Records of Sumter County, Florida; proceed thence along an extension of the South line of Lot 25, North 70°09'10" East, 10.00 feet to the Point of Beginning. From the Point of Beginning thus described, proceed Northerly along the arc of a curve concave Southwesterly, having a central angle of 30°00'00", a radius of 244.31 feet and a tangent of 65.46 feet; 127.92 feet to a point, said point being located North 40°09'10" East, 10.00 feet from the Northeasterly corner of Lot 25; proceed thence North 40°09'10" East, 10.00 feet from the Northeasterly corner of Lot 25; proceed thence North 40°09'10" East, 75.00 feet to a point on a curve concave Southwesterly and having a radius of 319.31 feet; proceed thence southerly along the arc of said curve 150 feet more or less to the intersection of said curve with the Northerly right of way of Robin Road as recorded in Continental Camper Resorts, Inc., Subdivision, Plat Book 3, Page 52E, of the Public Records of Sumter County, Florida, said point being on a curve concave Southerly having a radius of 73.00 feet; proceed thence Southwesterly along the arc of said curve 53 feet more or less to the intersection of the extension of the South line of Lot 25, and the Northerly right of way of said Robin Road; proceed thence along said extension South 70°09'10" West, 29 feet more or less 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

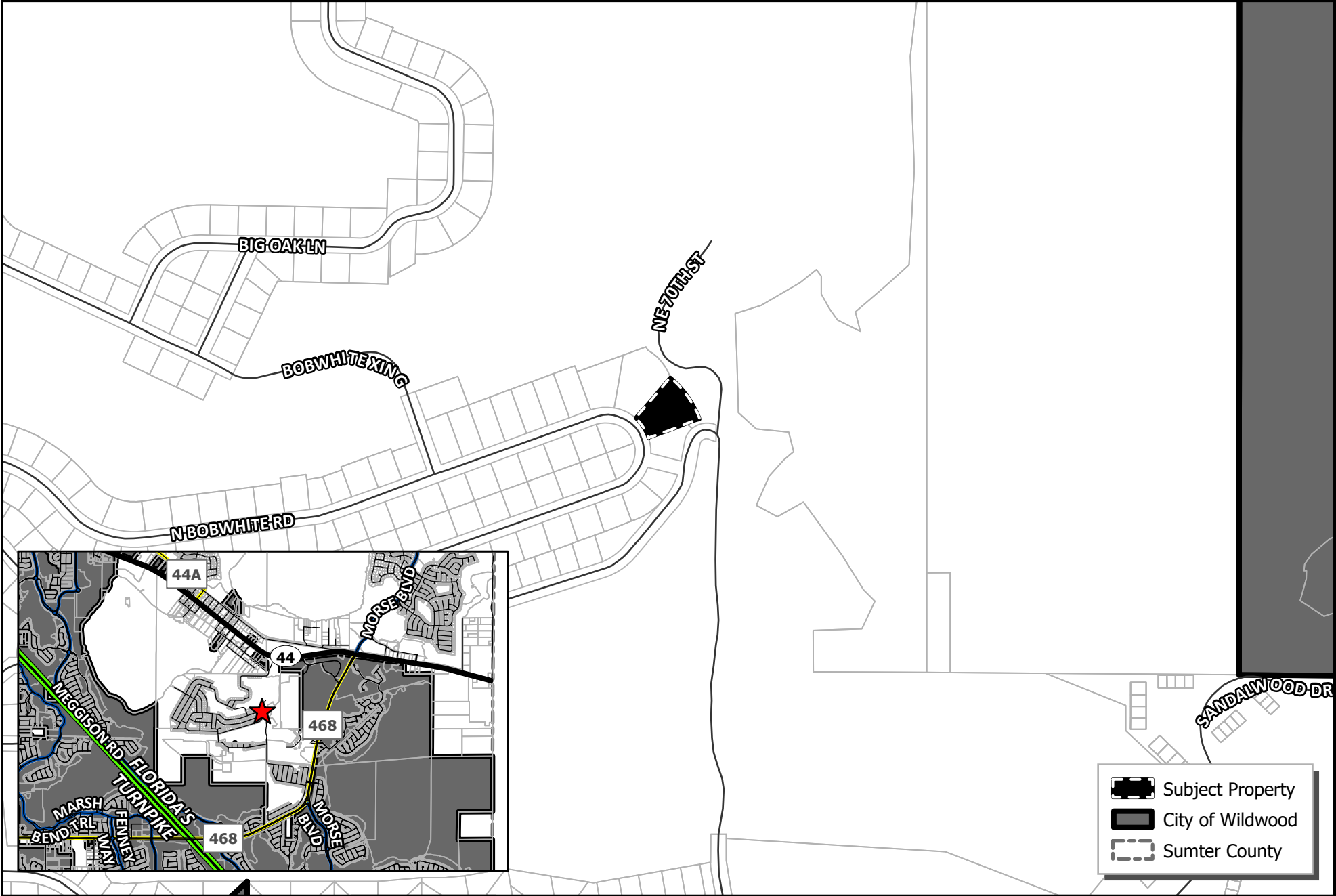
ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

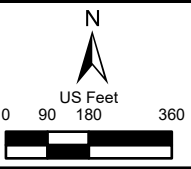
Second Reading: _____

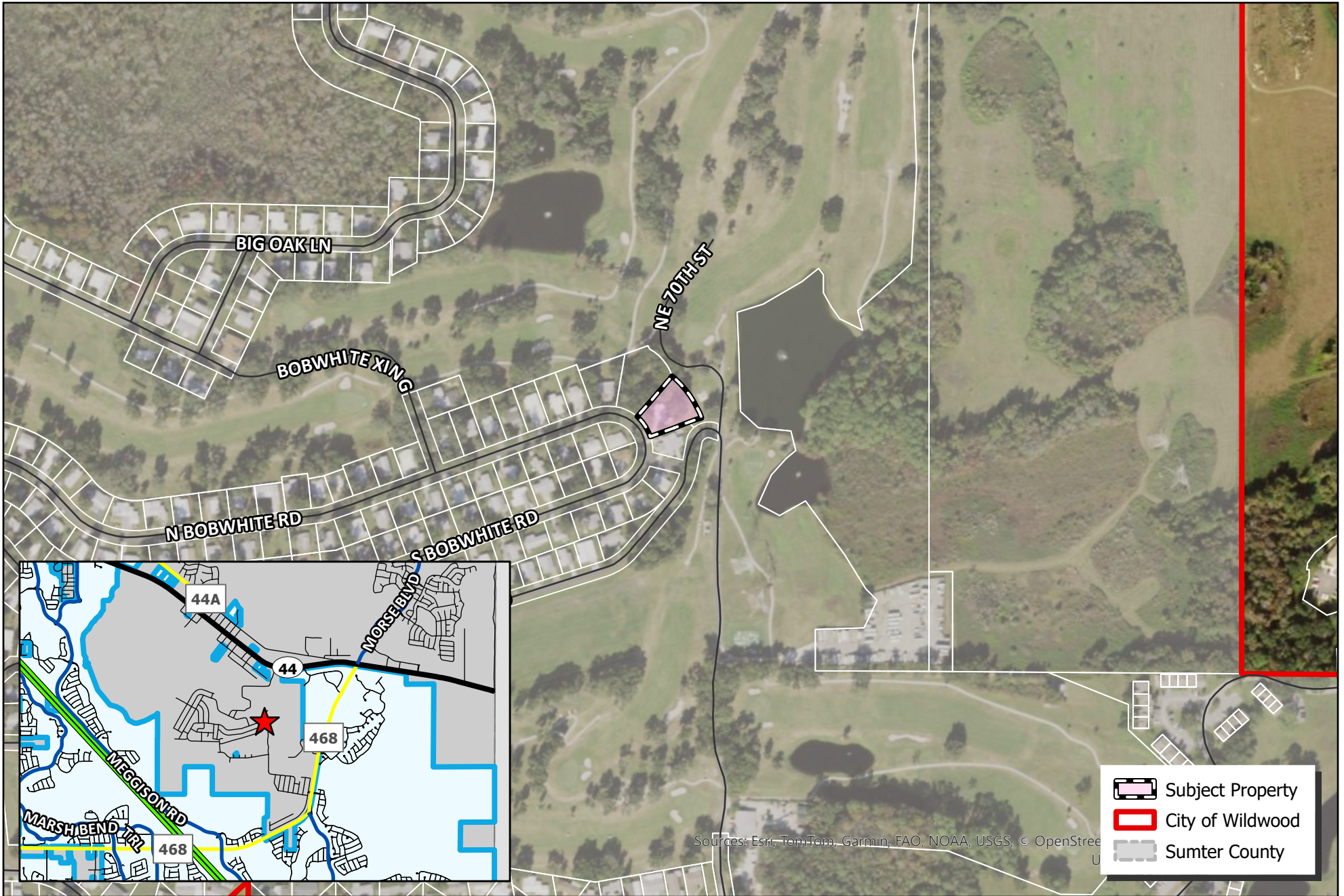
Approved as to form:

City Attorney



- 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	 US Feet 0 90 180 360	PJ #A25-0611 MILLS ANNEXATION PARCEL G22A1825	MAP 1A
				LOCATION MAP
				MAR 2025



 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	PJ #A25-0611 MILLS ANNEXATION PARCEL G22A1825	MAP 1B LOCATION MAP MAR 2025
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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:
O2025-12

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: PJ # A25-0567 Son Life Lawn & Landscaping, Inc Annexation

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, Son Life Lawn & Landscaping, Inc, on behalf of the owners, Christopher B. Williams and Tracy B. Williams has submitted a voluntary annexation application for parcel D29A022. The property to be annexed totals 2.57 acres MOL and is generally located at the northeast corner of N US 301 and CR 124 intersection.

Annexation into the City is appropriate because the property is contiguous to the City limits and 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."

The capacity of the wastewater treatment plant and the utility lines to service the property will need to be confirmed. The City's wastewater treatment plant has a current permitted capacity of 3.55 million gallons per day (MGD). Through a variety of analysis and forecasts, the City has determined it will be close to reaching its system wastewater capacity in or around 2026. The City has initiated the wastewater treatment plant expansion. The City anticipates construction to begin in or around the beginning of 2025. While certain milestones have been set to work towards a completion date of 2027, the actual completion date of the wastewater treatment plant expansion has not been established, therefore capacity cannot be guaranteed until substantial completion and occupancy of the wastewater treatment plant at its expanded, City-wide capacity of 5.5 MGD has been achieved.

Staff will not be supporting any increases in density or intensity at the comprehensive plan amendment (land use) and rezoning applications.



Amanda Bondi
Planner II, Development Services
April 4, 2025

ORDINANCE NO. O2025-15

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 2.59 ACRES, LOCATED AT THE NORTHEAST CORNER OF N US 301 AND CR 124 INTERSECTION, IN SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is located at the northeast corner of N US 301 and CR 124 intersection, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Christopher B. Williams and Tracey B. Williams, is more particularly described as follows:

D29A022

Christopher B. Williams & Tracey B. Williams

2.59 +/-

LEGAL DESCRIPTION

LOTS 1 THROUGH 24, BLOCK "L", MARLBORO GARGENS, AS RECORDED IN PLAT BOOK 1, PAGE 100 IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. THE WEST ONE HALF OF HAMPTON STREET ADJACENT TO LOTS 1 AND 13, BLOCK "L", VACATED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 886, PAGE 555, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. LESS THAT PORTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, PARCEL 115, AS RECORDED IN OFFICIAL RECORDS BOOK 2971, PAGE 157, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA ALONG THE NORTH SIDE THEREOF. ALSO LESS ROAD RIGHT OF WAY FOR U.S. HIGHWAY 301.

ALL BEING SITUATED IN SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, 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.

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: _____

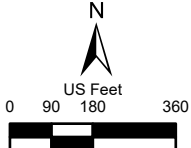
Second Reading: _____

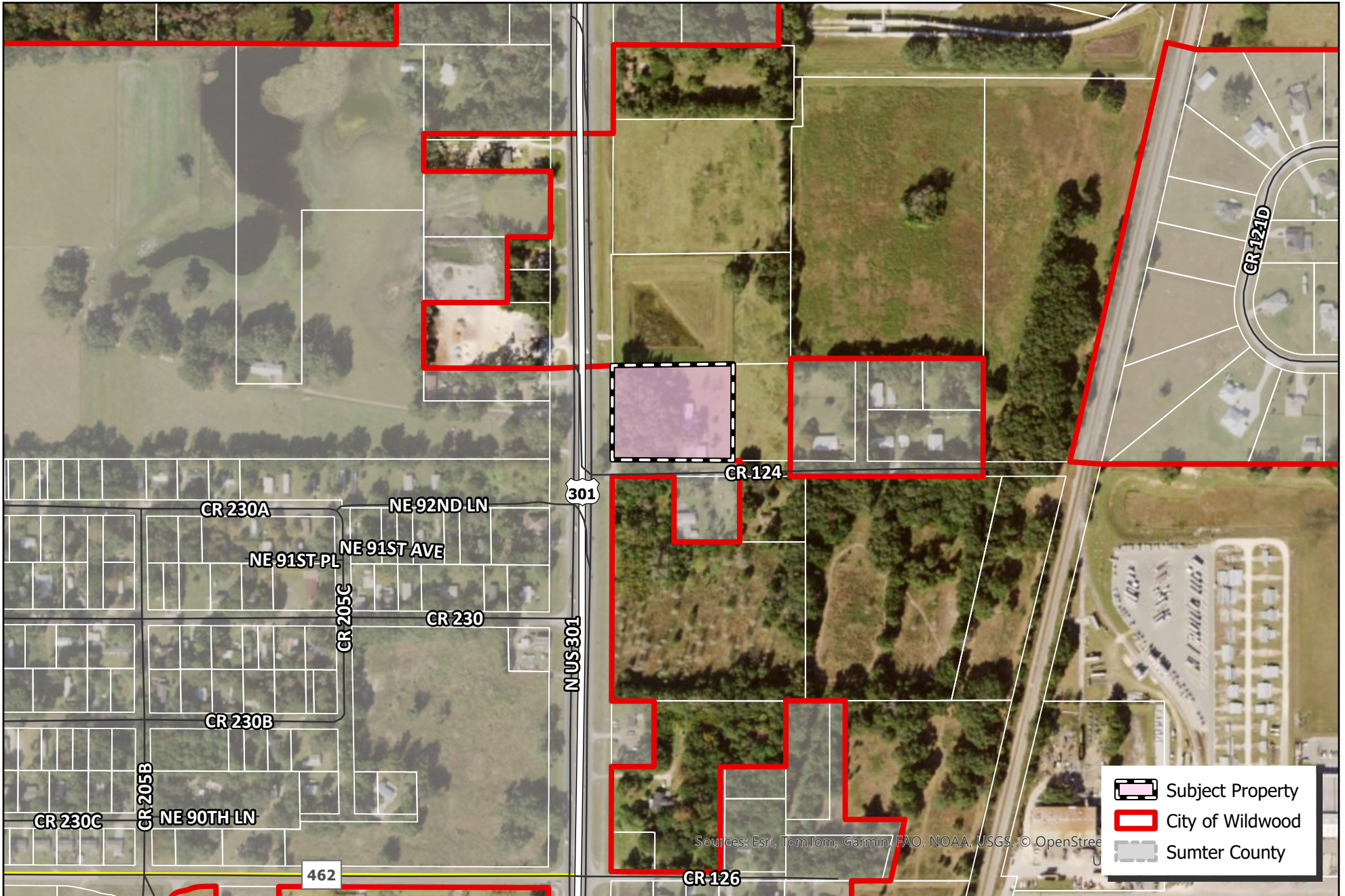
Approved as to form:

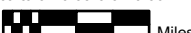
City Attorney

EXHIBIT A



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		PJ #A25-0567		MAP 1A
			SON LIFE LAWN & LANDSCAPING INC		LOCATION
			PARCEL D29A022		MAP
					MAR 2025



 WILDWOOD FLORIDA	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	PJ #A25-0567 SON LIFE LAWN & LANDSCAPING INC PARCEL D29A022	MAP 1B LOCATION MAP MAR 2025
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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: O2025-15

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
PUBLIC NOTICE
Development Services Department
www.wildwood-fl.gov

March 26, 2025

CHARLOTTE PIPE & FOUNDRY COMPA
PO BOX 1339
MONROE, NC 28111

Your Parcel Number(s): D29A001

RECEIVED

APR 07 2025

City Of Wildwood
Development Services Dept

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: Son Life Lawn & Landscaping, Inc.
OWNERS: Christopher B. Williams & Tracey B. Williams
CASE NUMBER: A25-0567
PARCEL NUMBER: D29A022

The subject property is generally located at the northeast corner of N US 301 and CR 124 intersection.

A first hearing before the City Commission will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **Monday, April 14, 2025, at 9:00 a.m.** and a final reading to be held on **Monday, April 28, 2025, at 7:00p.m.**

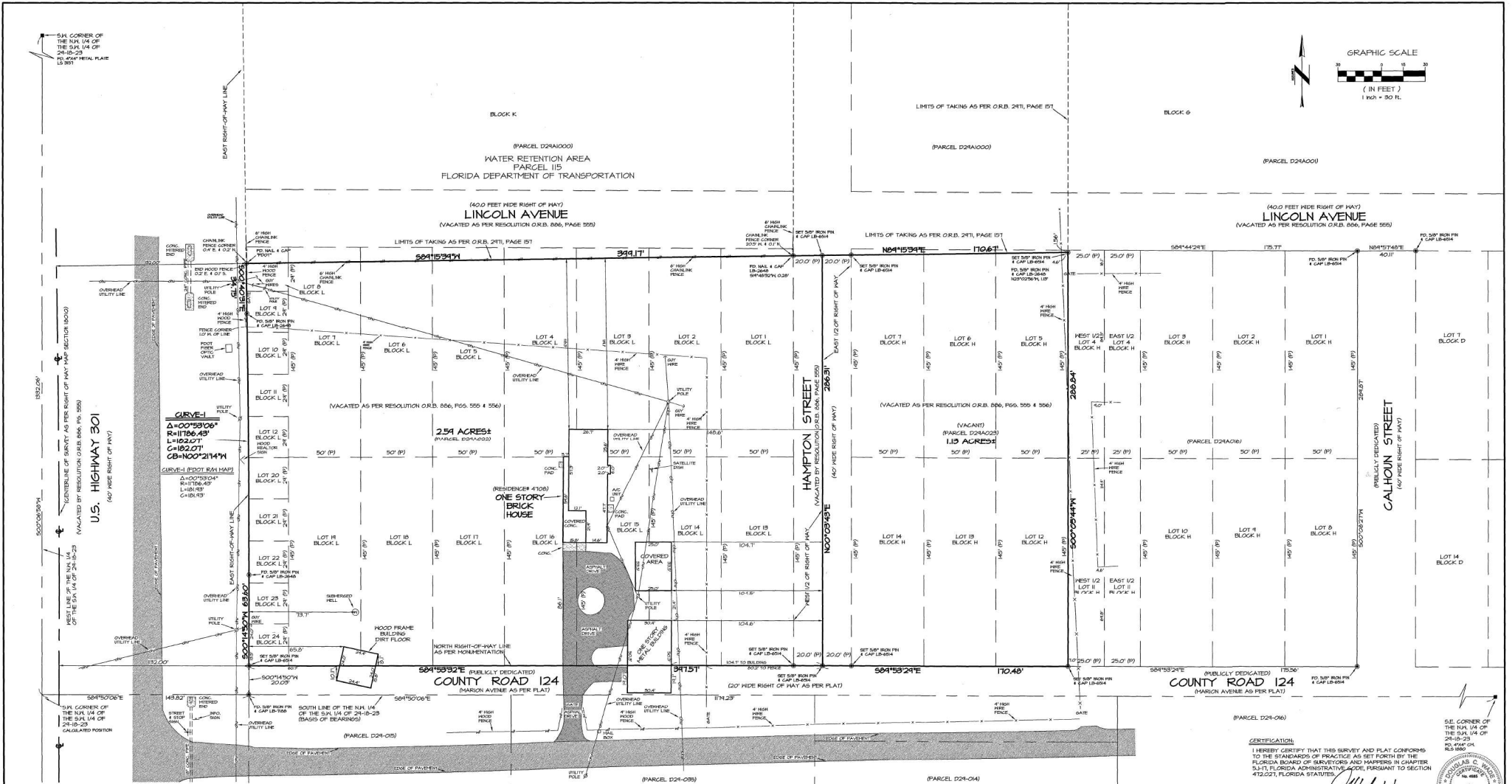
O2025-15 proposes a voluntary annexation of the above listed parcel.

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

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

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

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



NOTES:

- 1) BEARINGS ARE BASED ON THE SOUTH LINE OF THE N.W. 1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 23 EAST, AS BEING S. 01° 00' 00" E. ASSUMED MERIDIAN.
- 2) UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED.
- 3) INTERIOR IMPROVEMENTS, IF ANY, ARE SHOWN.
- 4) LANDS SHOWN HEREIN WERE NOT ABSTRACTED FOR RIGHTS OF WAY. EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- 5) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- 6) THE LANDS SHOWN HEREON APPEAR TO BE WITHIN A ZONE "X" AREA AS PER THE NATIONAL FLOOD INSURANCE PROGRAMS FLOOD INSURANCE RATE MAP (FIRM) PANEL 01B OF 140, COMMUNITY PANEL NUMBER 121800000, EFFECTIVE DATE: SEPTEMBER 21, 2018.
- 7) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SURVEYING RESOURCES SECTION HEREON.
- 8) ALL MEASUREMENTS SHOWN HEREON ARE BASED ON MULTIPLE FIELD MEASUREMENTS, INDEPENDENTLY VERIFIED AND MEET OR EXCEED THE ACCURACY REQUIRED FOR THE TYPE AND INTENDED USE OF THIS SURVEY.

ABBREVIATIONS:

N = NORTH
S = SOUTH
E = EAST
W = WEST
FO = FOUND
FOT = FLORIDA DEPARTMENT OF TRANSPORTATION
ORL = OFFICIAL RECORDS BOOK
LB = LICENSED BUSINESS
RLS = REGISTERED LAND SURVEYOR
C = CENTERLINE
Δ = DELTA
R = RADIUS
L = LENGTH
C = CHORD
CB = CHORD BEARING
CONC. = CONCRETE
CM = CONCRETE MORTAR
A.C. = ASSESSMENT CONDITION
INFO. = INFORMATION
ROW = RIGHT-OF-WAY
PGS = PAGES

DESCRIPTION, PARCEL D24A022

LOTS 1 THROUGH 24, BLOCK "L", MARLBORO GARDENS, AS RECORDED IN PLAT BOOK 1, PAGE 100 IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE WEST ONE-HALF OF HAMPTON STREET ADJACENT TO LOTS 1 AND 15, BLOCK "L", VACATED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 886, PAGE 555, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS THAT PORTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, PARCEL 115, AS RECORDED IN OFFICIAL RECORDS BOOK 241, PAGE 151, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA ALONG THE NORTH SIDE THEREOF, ALSO LESS ROAD RIGHT OF WAY FOR U.S. HIGHWAY 301.

ALL BEING SITUATED IN SECTION 24, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

DESCRIPTION, PARCEL D24A023

LOTS 5, 6, 7, 12, 13 AND 14, BLOCK "H", MARLBORO GARDENS, AS RECORDED IN PLAT BOOK 1, PAGE 100 IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE EAST ONE-HALF OF HAMPTON STREET ADJACENT TO LOTS 1 AND 15, BLOCK "L", VACATED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 886, PAGE 555, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS THAT PORTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, PARCEL 115, AS RECORDED IN OFFICIAL RECORDS BOOK 241, PAGE 151, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA ON THE NORTH SIDE THEREOF.

ALL BEING SITUATED IN SECTION 24, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY AND PLAT CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 35-F, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.

Douglas G. Wade
DOUGLAS G. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4685

BOUNDARY SURVEY
Certified to:
DERRICK & NICOLE WEST,
SON LIFE LAWN & LANDSCAPING, INC.,
CITIZENS FIRST BANK,
HUNT LAWN FIRM, P.A.
4400 Lott Road
OLD REPUBLIC NATIONAL TITLE
INSURANCE COMPANY
A PORTION OF BLOCK "L" & BLOCK "H"
& HAMPTON STREET, MARLBORO GARDENS,
PLAT BOOK 1, PAGE 100,
SUMTER COUNTY, FLORIDA.

REVISION: REVISED CERTIFICATIONS
BY: D.G.W. 02/12/24
REVISION: REVISED BOUNDARY & DESCRIPTION
FOR PARCEL D24A023.
BY: D.G.W. 02/12/24

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: PJ # A25-0833 Sunkool Office Annexation

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant/owner, Absolute of Sumter County, LLC, has submitted a voluntary annexation application for parcels D29-003, D29-031, and D29-050. The property to be annexed totals 5.60 acres MOL and is generally located at the southeast corner of N US 301 and CR 222/CR 114 intersection.

Annexation into the City is appropriate because the property is contiguous to the City limits and 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."

The capacity of the wastewater treatment plant and the utility lines to service the property will need to be confirmed. The City's wastewater treatment plant has a current permitted capacity of 3.55 million gallons per day (MGD). Through a variety of analysis and forecasts, the City has determined it will be close to reaching its system wastewater capacity in or around 2026. The City has initiated the wastewater treatment plant expansion. The City anticipates construction to begin in or around the beginning of 2025. While certain milestones have been set to work towards a completion date of 2027, the actual completion date of the wastewater treatment plant expansion has not been established, therefore capacity cannot be guaranteed until substantial completion and occupancy of the wastewater treatment plant at its expanded, City-wide capacity of 5.5 MGD has been achieved.

Staff will not be supporting any increases in density or intensity at the comprehensive plan amendment (land use) and rezoning applications.



Amanda Bondi
Planner II, Development Services
April 4, 2025

ORDINANCE NO. O2025-16

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 5.60 ACRES LOCATED AT THE SOUTHEAST CORNER OF N US 301 AND CR 222/ CR 114 INTERSECTION, IN SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA ; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is approximately located at the southeast corner of N US 301 and CR 222/ CR 114 intersection, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Absolute of Sumter County, LLC, is more particularly described as follows:

D29-003, D29-031, & D29-050
Absolute of Sumter County, LLC
5.60 +/-

LEGAL DESCRIPTION

PARCEL NUMBER: D29-003

THAT PORTION OF THE NW 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 29, RUN SOUTH 89°47'30" EAST ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 29, A DISTANCE OF 62.69 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY

LINE OF U.S. HIGHWAY NO. 301; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°18'51" EAST ALONG SAID RIGHT-OF-WAY 9.40 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE COUNTY ROAD NO. 114 (LAKE MIONA ROAD); THENCE CONTINUE SOUTH 00°18'51" EAST ALONG SAID RIGHT OF WAY 165.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301, RUN SOUTH 89°47'30" EAST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 114 AND ALONG THE SOUTH LINES OF THE LANDS DESCRIBED IN O.R. BOOK 314, PAGE 158 AND O.R. BOOK 564, PAGE 88, A DISTANCE OF 387.59 FEET TO A POINT ON THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN O.R. BOOK 124, PAGE 548, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH 00°20'20" EAST ALONG SAID LINE 341.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°20'43" WEST ALONG THE NORTH LINE, AND ITS EASTERLY EXTENSION OF A PARCEL OF LAND DESCRIBED IN O.R. BOOK 124, PAGE 549, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, A DISTANCE OF 387.64 FEET TO A POINT THAT IS SOUTH 00°20'42" EAST 528.00 FEET AND SOUTH 89°47'30" EAST 62.53 FEET FROM THE ABOVE MENTIONED NORTHWEST CORNER OF SECTION 29, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301; THENCE RUN NORTH 00°18'51" WEST ALONG SAID LINE 353.61 FEET TO THE POINT OF BEGINNING. LESS THAT PORTION OF ROAD RIGHT-OF-WAY FOR U.S. HIGHWAY NO. 301, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY MAP, SECTION 18010, F.P. ID. 411257-3, SHEET 14 OF 25, PARCEL NO. 117, AND DESCRIBED IN O.R. BOOK 2054, PAGE 570, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

PARCEL NUMBER: D29-031

FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, RUN SOUTH 0° 20' 43" EAST FOR 528.0 FEET, THENCE SOUTH 89° 47' 30" EAST TO A CONCRETE MONUMENT, 62.53 FEET, LOCATED ON THE EAST RIGHT OF WAY OF U. S. HIGHWAY NO. 301 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 88° 24' 50" EAST 387.64 FEET, THENCE NORTH 0° 20' 20" WEST 270.72 FEET, THENCE SOUTH 87° 39' 50" EAST 127.48 FEET, THENCE SOUTH 01° 20' 10" WEST 393.14 FEET, THENCE SOUTH 89° 32' 10" WEST 84.00 FEET, THENCE SOUTH 02° 18' 34" EAST 86.13 FEET, THENCE NORTH 89° 40' 10" WEST 423.29 FEET TO THE EASTERLY RIGHT OF WAY OF U. S. HIGHWAY 301, THENCE NORTH 0° 15' 10" WEST ALONG SAID EASTERLY RIGHT OF WAY 201.20 FEET TO THE POINT OF BEGINNING. SUBJECT TO A 10.0 FT. POWER LINE EASEMENT, LOCATED ABOUT 600 FT. SOUTH FROM LAKE MIONA HEIGHTS ROAD.

LESS AND EXCEPT THOSE LANDS AS CONVEYED IN OFFICIAL RECORDS BOOK 2061, PAGES 546 AND 553, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE WITHOUT IDENTIFICATION MARKING THE NORTHEAST CORNER OF NW 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN NORTH 89°42'49" WEST ALONG THE NORTH LINE OF SAID NW 1/4 A DISTANCE OF 2643.86 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 35 (U.S. 301) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 18010, F.P. 411257 3; THENCE DEPARTING SAID NORTH LINE SOUTH 00°28'36" EAST ALONG SAID SURVEY LINE 346.21 FEET; THENCE CONTINUING ALONG SAID SURVEY LINE SOUTH 00°08'06" WEST 391.64 FEET TO A POINT ON THE WESTERLY PROJECTION OF THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1008, PAGE 327, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SURVEY LINE SOUTH 89°34'49" EAST ALONG SAID PROJECTION LINE 50.39 FEET TO A POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD 35 (U.S. 301) AS SHOWN ON SAID RIGHT OF WAY MAP FOR THE POINT OF BEGINNING; THENCE NORTH 00°01'28" EAST ALONG SAID RIGHT OF WAY LINE 201.04 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1008, PAGE 327; THENCE NORTH 88°32'19" EAST ALONG SAID NORTH LINE 82.03 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°08'06" WEST PARALLEL WITH SAID SURVEY LINE 203.73 FEET TO A POINT ON SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1008, PAGE 327, ALSO BEING A POINT ON THE EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD 35 (U.S. 301); THENCE NORTH 89°34'49" WEST ALONG SAID SOUTH LINE AND SAID EXISTING RIGHT OF WAY LINE 81.61 FEET TO THE POINT OF BEGINNING.

PARCEL NUMBER: D29-050

FROM THE NW CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE PROCEED EASTERLY ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 29 TO THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #301, SAID EASTERLY RIGHT-OF-WAY 50.00 FEET MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID U.S. HIGHWAY #301; THENCE SOUTHERLY AND ALONG SAID EASTERLY RIGHT-OF-WAY 9.4 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD #114 (LAKE MIONA ROAD) FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 165.00 FEET; THENCE EASTERLY AND PARALLEL TO SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD #114 (LAKE MIONA ROAD) A DISTANCE OF 225.00 FEET; THENCE NORTHERLY AND PARALLEL TO SAID EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #301 A DISTANCE OF 165.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD #114 (LAKE MIONA

ROAD) SAID POINT BEING 9.4 FEET, MORE OR LESS, MEASURED AT RIGHT ANGLES FROM SAID NORTH LINE OF THE NW 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID COUNTY ROAD #114 (LAKE MIONA ROAD) A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PORTION TAKEN FOR RIGHT OF WAY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE WITHOUT IDENTIFICATION MARKING THE NORTHEAST CORNER OF NW 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN NORTH 89°42'49" WEST ALONG THE NORTH LINE OF SAID NW 1/4 A DISTANCE OF 2643.86 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 35 (U.S. 301) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 18010, F.P. 411257 3; THENCE DEPARTING SAID NORTH LINE SOUTH 00°28'36" EAST ALONG SAID SURVEY LINE 9.24 FEET TO A POINT ON THE WESTERLY PROJECTION OF THE SOUTH LINE OF MIONA LAKE DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 752, PAGE 155, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SURVEY LINE SOUTH 89°42'49" EAST ALONG SAID PROJECTION 50.00 FEET TO A POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD 35 (U.S. 301) AS SHOWN ON SAID RIGHT OF WAY MAP FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'49" EAST ALONG SAID SOUTH LINE OF MIONA LAKE DRIVE 82.01 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°28'36" EAST 165.02 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 752, PAGE 155. SAID PUBLIC RECORDS; THENCE NORTH 89°42'49" WEST ALONG SAID SOUTH LINE 82.01 FEET TO A POINT ON SAID EASTERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 35 (U.S. 301); THENCE NORTH 00°28'36" WEST ALONG SAID RIGHT OF WAY LINE 165.02 FEET TO THE POINT OF BEGINNING. NEITHER THE GRANTOR NOR GRANTOR'S SPOUSE, NOR ANYONE DEPENDENT UPON SAID GRANTOR, RESIDES ON THE ABOVE DESCRIBED PROPERTY, AND THE SAME DOES NOT CONSTITUTE THE HOMESTEAD OF SAID GRANTOR AS THE SAME IS DEFINED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF FLORIDA. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY, BUT THIS INSTRUMENT SHALL NOT OPERATE TO REIMPOSE THE SAME

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

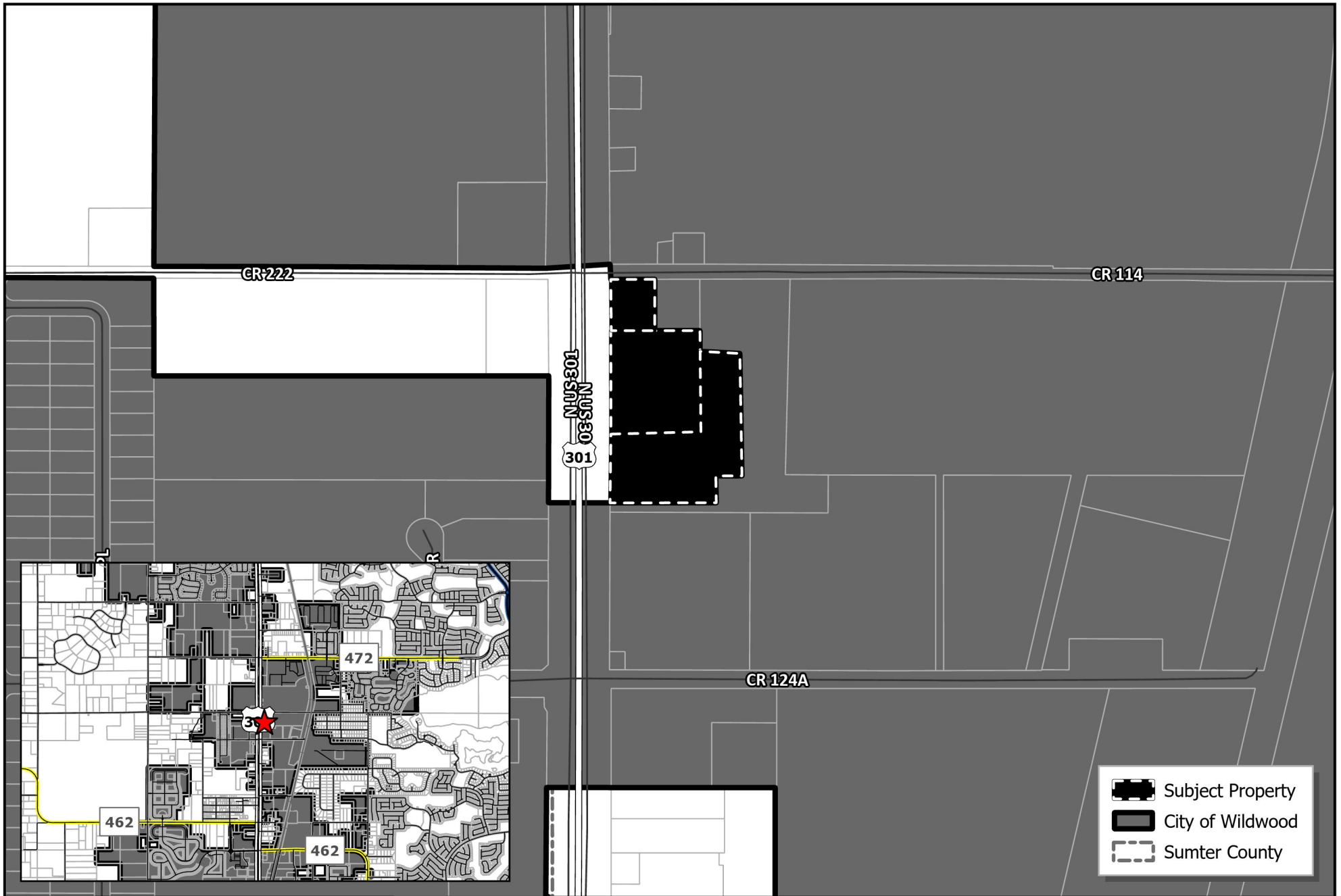
First Reading: _____

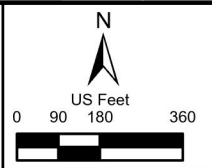
Second Reading: _____

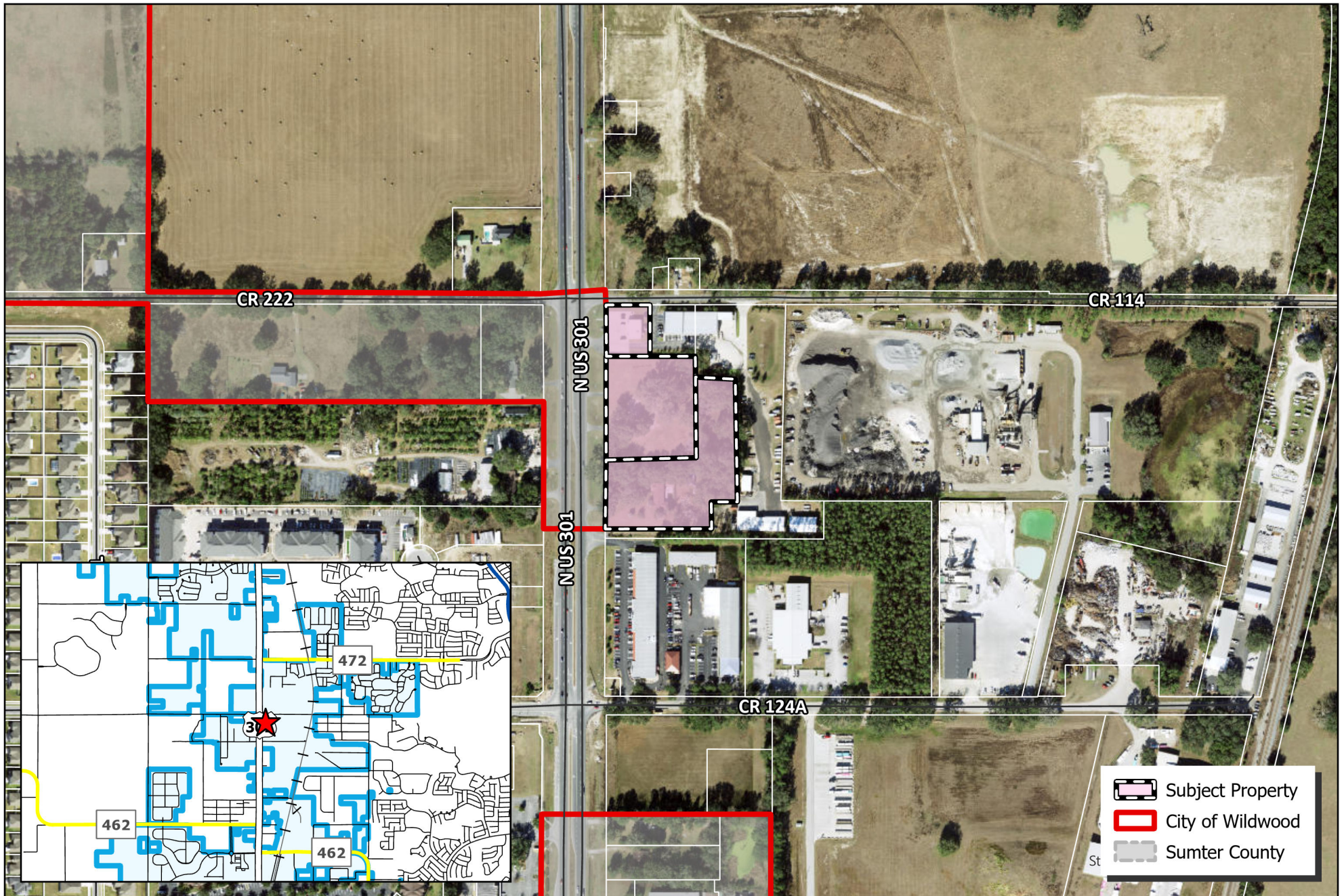
Approved as to form:

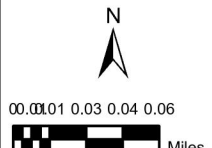
City Attorney

EXHIBIT A



 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	PJ #A25-0833 SUNKOOL OFFICE PARCELS D29-003, D29-031 & D29-050	MAP 1A LOCATION MAP MAR 2025
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 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 00.00 0.01 0.03 0.04 0.06 Miles	PJ #A25-0833 SUNKOOL OFFICE PARCELS D29-003, D29-031 & D29-050	MAP 1B
			LOCATION MAP
			MAR 2025



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: O2025-16

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.

BOUNDARY & TOPOGRAPHIC SURVEY

-FOR-
CLYMER FARNER BARLEY, INC.

AWSI SUN KOOL
PARCEL NUMBERS: D29-003, D29-031 AND D29-050
SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

LEGAL DESCRIPTIONS:

PARCEL NUMBER: D29-003

THAT PORTION OF THE NW 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 29, RUN SOUTH 89°47'30" EAST ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 29, A DISTANCE OF 62.69 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°07'51" EAST ALONG SAID RIGHT-OF-WAY 5.40 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE COUNTY ROAD NO. 114 (LAKE MONA ROAD); THENCE CONTINUE SOUTH 00°18'51" EAST ALONG SAID RIGHT OF WAY 165.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301, RUN SOUTH 89°47'30" EAST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 114 AND ALONG THE SOUTH LINES OF THE LANDS DESCRIBED IN O.R. BOOK 314, PAGE 158 AND O.R. BOOK 564, PAGE 88, A DISTANCE OF 387.59 FEET TO A POINT ON THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN O.R. BOOK 124, PAGE 546, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH 00°02'00" EAST ALONG SAID LINE 34.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°20'43" WEST ALONG THE NORTH LINE, AND ITS EASTERLY EXTENSION OF A PARCEL OF LAND DESCRIBED IN O.R. BOOK 124, PAGE 546, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, A DISTANCE OF 387.64 FEET TO A POINT THAT IS SOUTH 00°02'42" EAST 508.00 FEET AND SOUTH 89°47'30" EAST 62.63 FEET FROM THE ABOVE MENTIONED NORTHWEST CORNER OF SECTION 29, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301; THENCE RUN NORTH 00°18'51" WEST ALONG SAID LINE 353.61 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION OF ROAD RIGHT-OF-WAY FOR U.S. HIGHWAY NO. 301, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY MAP, SECTION 18010, F.P. 411257-3, SHEET 14 OF 25, PARCEL NO. 117, AND DESCRIBED IN O.R. BOOK 2054, PAGE 570, IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

PARCEL NUMBER: D29-031

FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, RUN SOUTH 0° 20' 43" EAST FOR 528.0 FEET, THENCE SOUTH 89° 47' 30" EAST TO A CONCRETE MONUMENT, 62.53 FEET, LOCATED ON THE EAST RIGHT OF WAY OF U. S. HIGHWAY NO. 301 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 89° 40' 50" EAST 387.64 FEET, THENCE NORTH 0° 20' 20" WEST 270.72 FEET, THENCE SOUTH 89° 38' 50" EAST 127.46 FEET, THENCE SOUTH 0° 20' 10" WEST 383.14 FEET, THENCE SOUTH 89° 32' 10" WEST 84.00 FEET, THENCE SOUTH 02° 18' 34" EAST 86.13 FEET, THENCE NORTH 89° 40' 10" WEST 423.29 FEET TO THE EASTERLY RIGHT-OF-WAY OF U. S. HIGHWAY 301, THENCE NORTH 0° 15' 10" WEST ALONG SAID EASTERLY RIGHT OF WAY 201.20 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 10.0 FT. POWER LINE EASEMENT, LOCATED ABOUT 600 FT. SOUTH FROM LAKE MONA HEIGHTS ROAD.

LESS AND EXCEPT THOSE LANDS AS CONVEYED IN OFFICIAL RECORDS BOOK 2081, PAGES 546 AND 553, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE WITHOUT IDENTIFICATION MARKING THE NORTHEAST CORNER OF NW 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN NORTH 89°47'49" WEST ALONG THE NORTH LINE OF SAID NW 1/4 A DISTANCE OF 284.58 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 35 (U.S. 301) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 18010, F.P. 411257-3, THENCE DEPARTING SAID NORTH LINE SOUTH 00°28'36" EAST ALONG SAID SURVEY LINE 542.0 FEET; THENCE CONTINUING ALONG SAID SURVEY LINE SOUTH 00°28'36" WEST 391.84 FEET TO A POINT ON THE WESTERLY PROJECTION OF THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1008, PAGE 327, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SURVEY LINE SOUTH 89°34'49" EAST ALONG SAID PROJECTION LINE 50.30 FEET TO A POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD 35 (U.S. 301) AS SHOWN ON SAID RIGHT OF WAY MAP FOR THE POINT OF BEGINNING; THENCE NORTH 00°07'28" EAST ALONG SAID RIGHT OF WAY LINE 201.04 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1008, PAGE 327; THENCE NORTH 88°21'51" EAST ALONG SAID LINE 82.03 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°08'00" WEST PARALLEL WITH SAID SURVEY LINE 203.73 FEET TO A POINT ON SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1008, PAGE 327, ALSO BEING A POINT ON THE EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD 35 (U.S. 301); THENCE NORTH 89°34'49" WEST ALONG SAID SOUTH LINE AND SAID EXISTING RIGHT OF WAY LINE 81.81 FEET TO THE POINT OF BEGINNING.

PARCEL NUMBER: D29-050

FROM THE NW CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE PROCEED EASTERLY ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 29 TO THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 800; SAID EASTERLY RIGHT-OF-WAY 50.00 FEET MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID U.S. HIGHWAY 800; THENCE SOUTHERLY AND ALONG SAID EASTERLY RIGHT-OF-WAY 9.4 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD #114 (LAKE MONA ROAD) FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 165.00 FEET; THENCE EASTERLY AND PARALLEL TO SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD #114 (LAKE MONA ROAD) A DISTANCE OF 225.00 FEET; THENCE NORTHERLY AND PARALLEL TO SAID EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 800 A DISTANCE OF 165.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD #114 (LAKE MONA ROAD) SAID POINT BEING 9.4 FEET, MORE OR LESS, MEASURED AT RIGHT ANGLES FROM SAID NORTH LINE OF THE NW 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID COUNTY ROAD #114 (LAKE MONA ROAD) A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PORTION TAKEN FOR RIGHT OF WAY DESCRIBED AS FOLLOWS:

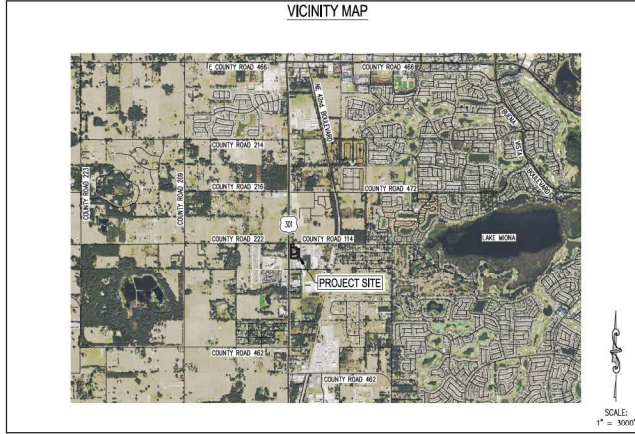
COMMENCE AT A RAILROAD SPIKE WITHOUT IDENTIFICATION MARKING THE NORTHEAST CORNER OF NW 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN NORTH 89°47'49" WEST ALONG THE NORTH LINE OF SAID NW 1/4 A DISTANCE OF 284.58 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 35 (U.S. 301) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 18010, F.P. 411257-3, THENCE DEPARTING SAID NORTH LINE SOUTH 00°28'36" EAST ALONG SAID SURVEY LINE 9.24 FEET TO A POINT ON THE WESTERLY PROJECTION OF THE SOUTH LINE OF MONA LAKE DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 752, PAGE 155, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SURVEY LINE SOUTH 89°47'49" EAST ALONG SAID PROJECTION 50.00 FEET TO A POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD 35 (U.S. 301) AS SHOWN ON SAID RIGHT OF WAY MAP FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°47'49" EAST ALONG SAID SOUTH LINE OF MONA LAKE DRIVE 82.01 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°28'36" EAST 165.02 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 752, PAGE 155, SAID PUBLIC RECORDS; THENCE NORTH 89°47'49" WEST ALONG SAID SOUTH LINE 82.01 FEET TO A POINT ON SAID EASTERLY EXISTING RIGHT OF WAY LINE OF STATE ROAD 35 (U.S. 301); THENCE NORTH 00°28'36" WEST ALONG SAID RIGHT OF WAY LINE 165.02 FEET TO THE POINT OF BEGINNING.

NEITHER THE GRANTOR NOR GRANTEE'S SPOUSE, NOR ANYONE DEPENDENT UPON SAID GRANTOR, RESIDES ON THE ABOVE DESCRIBED PROPERTY, AND THE SAME DOES NOT CONSTITUTE THE HOMESTEAD OF SAID GRANTEE AS THE SAME IS DEFINED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY, BUT THIS INSTRUMENT SHALL NOT OPERATE TO REMOVED THE SAME.

PARCEL NUMBER	AREAS
PARCEL D29-003	2.42± ACRES
PARCEL D29-031	2.64± ACRES
PARCEL D29-050	0.54± ACRES
TOTAL	5.60± ACRES

VICINITY MAP



LEGEND

MORC OR LESS	FOUND CONCRETE MONUMENT (AS NOTED)
A/C	FOUND NAIL (AS NOTED)
ACSM	FOUND NAIL & DISK (AS NOTED)
A.C.A.	FOUND 5/8" IRON ROD & CAP (AS NOTED)
ALTA	FOUND IRON PIPE (AS NOTED)
AMERICAN LAND TITLE ASSOCIATION	FOUND IRON ROD (AS NOTED)
CORRECTED CORNER RECORD	SET NAIL & DISK (LB 8498)
CONC	SET 5/8" IRON ROD AND CAP (LB 8498)
EL	SET CONCRETE MONUMENT (LB 8498)
FOUND	SANITARY MANHOLE
LB	SANITARY CLEANOUT
NO	SEWER VALVE
IDENTIFICATION	STORM MANHOLE
ORIG	CATCH BASIN
TAX PARCEL IDENTIFICATION NUMBER	TIP/POINT MANHOLE
PAGE	WELL (EZE NOTED)
PB	IRRIGATION CONTROL VALVE
R	WATER WELP
DELTA	WATER VALVE
CH	BACKFLOW PREVENTOR
CHORD BEARING	FIRE HYDRANT
PBS	WATER SPOUT
POINT OF BEGINNING	CONCRETE UTILITY POLE
PCC	METAL UTILITY POLE
POINT OF CURVATURE	WOOD UTILITY POLE
PT	GUY ANCHOR
POINT OF TANGENCY	LIGHT POLE
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PNT	POINT OF NON-TANGENCY
NAVD83	SIGN
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS	BOLLARD
MEASUREMENT	ELECTRIC RISER
(C)	ELECTRIC TRANSFORMER
(W)	ELECTRIC METER
(P)	PLAY MEASUREMENT
(D)	DEED MEASUREMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
ECP	ELECTRIC CONCRETE PIPE
BWF	BARBED WIRE FENCE
CLF	CHAIN LINK FENCE
WFF	WOOD PRIVACY FENCE
OH	OVERHEAD UTILITIES
C/L	CONCRETE
CM	CONCRETE MONUMENT
IP	IRON PIPE
IRC	IRON ROD AND CAP
NOID	NO IDENTIFICATION
WES	WETTED END SECTION
N.E.Y.	NORTH EAST
S.E.Y.	SOUTH EAST
S.W.Y.	SOUTH WEST
N.W.Y.	NORTH WEST
GENERAL CARDINAL DIRECTION (NORTHERLY, ETC)	LINE BREAK
FINCE	OVERHEAD UTILITY LINE
OVERHEAD UTILITY LINE	UNDERGROUND CABLE TELEVISION
UNDERGROUND CABLE TELEVISION	UNDERGROUND ELECTRIC
UNDERGROUND ELECTRIC	UNDERGROUND FIBER OPTIC
UNDERGROUND FIBER OPTIC	UNDERGROUND GAS
UNDERGROUND GAS	UNDERGROUND IRIGATION
UNDERGROUND IRIGATION	UNDERGROUND RECLAIMED WATER LINE
UNDERGROUND RECLAIMED WATER LINE	UNDERGROUND WATER LINE
UNDERGROUND WATER LINE	TOP OF BANK
TOP OF BANK	TOE OF SLOPE
TOE OF SLOPE	EXISTING CONTOUR
EXISTING CONTOUR	

SURVEY NOTES:

- THIS IS A BOUNDARY & TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 84-17.050 (11) FLORIDA ADMINISTRATIVE CODE.
- BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AS ESTABLISHED BY THE NATIONAL OCEANIC SURVEY THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NOS). AS A REFERENCE FOR THIS SURVEY, THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST HAS A BEARING OF SOUTH 89°42'49" EAST.
- COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NUMBER 1218IC00080, SUMTER COUNTY, FLORIDA, EFFECTIVE DATE OF SEPTEMBER 27, 2013, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "X".
- THE DESCRIPTIONS OF THE LANDS CONTAINED IN THIS BOUNDARY SURVEY ARE BASED ON THE DESCRIPTIONS RECORDED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1837, PAGE 310, OFFICIAL RECORDS BOOK 437, PAGE 302 AND OFFICIAL RECORDS BOOK 2700, PAGE 71 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT, DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL. ENCUMBRANCES SUCH AS EASEMENTS MAY EXIST THAT ARE NOT DEPICTED HEREON.
- NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION, UNLESS ENDING IN "-LY" (NLY, ELY, SWLY, NWLY) WHICH ARE PERPENDICULAR TIES TO THE BOUNDARY LINE.
- THE SCOPE OF THIS SURVEY DOES NOT ADDRESS ENVIRONMENTAL MATTERS, JURISDICTIONAL BOUNDARIES SUCH AS WETLANDS, OR HAZARDOUS WASTES CONCERNS SHOULD ANY OF THE FOREGOING EXIST.
- UNDERGROUND UTILITIES WERE DESIGNATED BY GEOPPOINT SURVEYING, INC. AS A PART OF THIS SURVEY. NO SOFT DIG EXERCISES WERE PERFORMED TO VERIFY SIZE OR DEPTH OF A UTILITY.
- THIS SURVEY MAP AND REPORT (IF APPLICABLE) OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ABOVE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
- RECORDING REFERENCES (SUCH AS OFFICIAL RECORDS BOOK AND PAGE, AND PLAT BOOK AND PAGE) SHOWN HEREON, REFER TO DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF SUMTER COUNTY, FLORIDA.
- ELEVATIONS SHOWN HEREON ARE PURSUANT TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THE ORIGINATING BENCHMARK FOR THE ELEVATIONS DEPICTED HEREON IS NATIONAL GEODETIC SURVEY BENCHMARK # 1753, SAID POINT HAVING AN ELEVATION OF 99.12 FEET.
- AERIAL IMAGE DEPICTED HEREON FOR THE BOUNDARY AND TOPOGRAPHIC SURVEY IS DATED 2023 AND WAS PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
- AERIAL IMAGE DEPICTED HEREON FOR THE MONUMENT MAP WAS TAKEN FROM AUTOCAD CIVIL3D AND IS NOT CURRENT OR INTENDED TO BE SPATIALLY ACCURATE.
- DISTANCES AND ADRIAGES SHOWN HEREON ARE MEASURED IN U.S. FEET AND DECIMALS THEREOF. MEASUREMENTS DEPICTED HEREON ARE FIELD DERIVED UNLESS OTHERWISE NOTED.
- OWNERSHIP OF FENCES SHOWN HEREON, IF ANY, WAS NOT DETERMINED BY THIS SURVEY. SAID FENCES WERE LOCATED ONLY WHERE DIMENSIONED AND MAY NOT RUN STRAIGHT.
- RIGHT OF WAY INFORMATION FOR US HIGHWAY 301 / STATE ROAD 35 IS TAKEN FROM FOOT RIGHT-OF-WAY MAP SECTION 18010-F.P. 411257-3 APPROVED JUNE 2008.
- TWO PREVIOUS SURVEYS PERFORMED BY WADE SURVEYING, INC. WERE PROVIDED BY CLIENT; ABSOLUTE OF SUMTER COUNTY, LLC. THESE SURVEYS WERE UTILIZED FOR MONUMENT RECOVERY AND TO UNDERSTAND OVERALL PARCEL HOLDINGS OF ABSOLUTE OF SUMTER COUNTY, LLC.

CERTIFIED TO:

- CLYMER FARNER BARLEY, INC.
- ABSOLUTE OF SUMTER COUNTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

[Signature]
JOHN T. MCDONALD, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6023

MARCH 05, 2025

DATE

SHEET 01 OF 02

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
CLYMER FARNER BARLEY, INC.

AWSI SUN KOOL
SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

INDEX
SHEET DESCRIPTION
1 COVER SHEET
2 BOUNDARY & TOPOGRAPHIC SURVEY

CEB
CLYMER FARNER BARLEY, INC.
A FLORIDA LIMITED LIABILITY COMPANY
1000 W. 10TH AVE., SUITE 100
TALLAHASSEE, FL 32301
(904) 241-1111



INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	BOUNDARY & TOPOGRAPHIC SURVEY

TREE LEGEND	
	BAY
	CAMPBELL
	CEDAR
	CHERRY
	CHINABERRY
	CITRUS
	CYPRESS
	DOGWOOD
	ELM
	GUM
	HACKBERRY
	HICKORY
	HOLLY
	LAUREL OAK
	LIVE OAK
	MAGNOLIA
	MAPLE
	MIMOSA
	MISCELLANEOUS
	OAK
	TURKEY OAK
	PALM
	PECAN
	PINE
	SYCAMORE
	WATER OAK



CLYMER FARNER BARKLEY, INC.
SURVEYING & ENGINEERING
1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 576-1111
Fax: (954) 576-1112
www.cfbarkley.com

DATE: 07/27/2024
DRAWN BY: J. L. BARKLEY
CHECKED BY: J. L. BARKLEY
SCALE: 1\"/>

PROJECT: 2024-001
SUBJECT: BOUNDARY & TOPOGRAPHIC SURVEY
LOCATION: SECTION 29-16-23, COR. 10th & 11th Aves., Fort Lauderdale, FL 33304

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
CLYMER FARNER BARKLEY, INC.

SHEET 02 OF 02

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Main Street Parking Garage Pay App #12 (FINAL) in the Amount of \$15,036.89 and Associated Conditional Waiver and Release of Lien

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

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.12 (FINAL) in the amount of \$15,036.89 along with conditional waiver and release of lien upon progress payment in the same amount.

The city's consultant for the project, Ket West, Principal Architect with CPH Consulting, and staff have reviewed the pay application and supporting documentation for accuracy.

Requisition

FINFROCK

TO CLIENT: City of Wildwood
100 North Main Street
Wildwood, FL 34785

FROM CONTRACTOR: Finfrock 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: Finfrock Design, LLC
2400 Apopka Blvd
Apopka, FL 32703

APPLICATION NO: 012
PERIOD TO: 3/31/2025
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	-\$2,373,099.98
3. CONTRACT SUM TO DATE	\$3,942,502.02
4. TOTAL COMPLETED & STORED TO DATE	\$3,942,502.02
5. RETAINAGE:	
a. Completed Work	\$0.00
b. Stored Material	\$0.00
Total Retainage	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$3,942,502.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$3,927,465.13
8. CURRENT PAYMENT DUE	\$15,036.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$357,882	\$2,730,982
Total approved this month	\$0	\$0
TOTALS	\$357,882	\$2,730,982
NET CHANGES by Change Order		(\$2,373,100)

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: _____

Date: 4/2/25

State of: FL

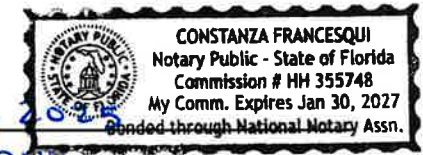
County of: ORANGE

Subscribed and sworn to before

me this: 2ND day of APRIL, 2025

Notary Public: CONSTANZA FRANCESQUI

My Commission expires: 01/30/2027



Approved for Payment

Ket West

Ket West

Digitally signed by Ket West
DN: C=US,
E=kwest@cphcorp.com,
O=CPH, CN=Ket West
Reason: I am approving this document
Date: 2025.04.07
16:49:25-04'00'

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:

012

APPLICATION DATE:

3/31/2025

PERIOD TO:

3/31/2025

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	\$0.00	\$0.00	\$0.00	\$160,000.00	100.00%	\$0.00	\$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	\$215,600.00	\$4,400.00	\$0.00	\$0.00	\$220,000.00	100.00%	\$0.00	\$0.00
019	Division 33 - Utilities	\$120,000.00	\$117,600.00	\$2,400.00	\$0.00	\$0.00	\$120,000.00	100.00%	\$0.00	\$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	\$315,780.00	\$0.00	\$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

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: 012
APPLICATION DATE: 3/31/2025
PERIOD TO: 3/31/2025
PROJECT NOS: C22008

A	B	C	D		E		F		G		H		I	J
			Work Completed		Materials Stored		Total		Completed & Stored to Date (D+E+F+G)		% (H / C)		Balance to Finish (C-H)	
			From Prev/ Material Installed	This Period	From Prev (Not in D or E)	Curr Stored (Not in D or E)								
028	C22008.005 - CO#05 - Allowance Closeout & Additional Scope	\$11,766.98	\$3,530.09	\$8,236.89	\$0.00	\$0.00	\$11,766.98		100.00%		\$0.00		\$0.00	
	Cumulative Totals	\$3,942,502.02	\$3,927,465.13	\$15,036.89	\$0.00	\$0.00	\$3,942,502.02		100.00%		\$0.00		\$0.00	

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT AND
WAIVER OF RIGHT TO CLAIM AGAINST PAYMENT BOND, AS APPLICABLE**

Except as specifically identified below, the undersigned lienor and/or claimant on payment bond, in consideration of the sum of FIFTEEN THOUSAND THIRTY-SIX DOLLARS AND EIGHTY-NINE CENTS (\$15,036.89), hereby waives and releases its lien, right to claim a lien for labor, services, or materials and, if a payment bond is provided for this Project, right to claim against the payment bond for labor, services, or materials furnished 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 IS EXPRESSLY CONDITIONED UPON RECEIPT AND
CLEARANCE OF THE ABOVE FUNDS.**

Exceptions:

This waiver and release does not cover the following:

The undersigned attests, warrants and agrees that the scanned original signature of a party to this lein release shall be considered to be valid and as enforceable as an original signature and shall effectively bind the undersigned to this Waiver and Release. The undersigned agrees not to deny the legal effect, enforceability or admissibility of this Waiver and Release predicated upon the inclusion of a scanned original signature.

DATED on 2nd day of April, 2025.

Waiving Company:

Finfrock Construction, LLC

Signature:

Kathryn Maluda

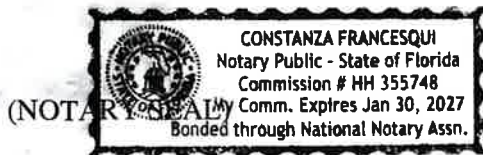
Printed Name:

Kathryn Maluda

Title:

Sr. Project Manager

The foregoing instrument was acknowledged before me this 2nd day of April, 2025, by.



Signature of Notary Public - State of Florida

CONSTANZA FRANCESQUI

Name of Notary Typed, Printed, or Stamped

Personally Known OR Produced Identification
Type of Identification Produced

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Huey Street Improvements Project - Payment Application 9 in the Amount of \$233,007.52

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT: Funding for the project has been allocated to account 301-541-60-6308

HISTORY/FACTS/ISSUES:

The Huey Street Improvements project was approved by the Commission and awarded to Art Walker Construction Inc. on May 20, 2024. Art Walker is requesting Payment Application 9 in the amount of \$233,007.52 for site work performed from February 1 through February 28, 2025. The project is approximately 94% completed. Kimley Horn staff reviewed Payment Application 9 and recommended approval.

SECTION 00620

Contractor's Application for Payment No.

9

Application Period: 2/1/25-2/28/25		Application Date: 2/28/2025
To (Owner): City of Wildwood	From (Contractor): Art Walker Construction, Inc.	Via (Engineer): Kimley Horn
Project: Huey Street Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.: 12734	Engineer's Project No.:

Application For Payment
Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$	
Number	Additions	Deductions	2. Net change by Change Orders..... \$	
1	\$38,179.65		3. Current Contract Price (Line 1 ± 2)..... \$	
2		-\$31,683.01	4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$	
3	\$5,395.90		5. RETAINAGE:	
4	\$21,500.00		a. 5% X \$2,331,847.97 Work Completed..... \$	
5	\$16,047.50		b. X _____ Stored Material..... \$	
6	\$14,454.00		c. Total Retainage (Line 5a + Line 5b)..... \$	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$	
			8. AMOUNT DUE THIS APPLICATION..... \$	
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$	
TOTALS	\$95,577.05	-\$31,683.01		
NET CHANGE BY CHANGE ORDERS	\$63,894.04			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:



Date:

3/7/2025

Payment of: \$ 233,007.52
(Line 8 or other - attach explanation of the other amount)

is recommended by: Mario Petrola, P.E. 03/17/2025
Kimley Horn (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
City of Wildwood (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

Kimley»Horn

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

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

Progress Estimate - Unit-Price Work

Contractor's Application

For (Contract): Huey Street Improvements										Application No.: 9					
Application Period: February 1, 2025 through February 28, 2025										Application Date: 2/28/2025					
A					B		C				D	E	F	G	H
Bid Item No.	Item	Bid Item Quantity	Bid Item Unit	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed Previous Period		Estimated Quantity Installed This Period		Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
	Description					Quantity	Amount	Quantity	Amount						
1	Mobilization	1.00	LS	\$ 156,159.20	\$ 156,159.20	0.95	\$ 148,351.24	0.03	\$ 4,684.78	\$153,036.02		\$153,036.02	98.0%	\$3,123.18	
2	Maintenance of Traffic	1.00	LS	\$ 113,996.02	\$ 113,996.02	0.95	\$ 108,296.22	0.03	\$ 3,419.88	\$111,716.10		\$111,716.10	98.0%	\$2,279.92	
3	Performance Bond	1.00	LS	\$ 19,720.00	\$ 19,720.00	1.00	\$ 19,720.00		\$ -	\$19,720.00		\$19,720.00	100.0%		
4	Full Depth Reclamation (pulverization) (11.5" avg depth)	10575.00	SY	\$ 23.20	\$ 245,340.00	10575.00	\$ 245,340.00		\$ -	\$245,340.00		\$245,340.00	100.0%		
5	Portland Cement	71.10	TN	\$ 261.00	\$ 18,557.10	71.10	\$ 18,557.10		\$ -	\$18,557.10		\$18,557.10	100.0%		
6	Asphalt Emulsion (ccs-1b)	13858.00	GA	\$ 3.20	\$ 44,345.60	13858.00	\$ 44,345.60		\$ -	\$44,345.60		\$44,345.60	100.0%		
7	As-Built Plans and Construction Layout Survey	1.00	LS	\$ 34,336.00	\$ 34,336.00	0.75	\$ 25,752.00		\$ -	\$25,752.00		\$25,752.00	75.0%	\$8,584.00	
8	Pollution Prevention and Control	1.00	LS	\$ 9,280.00	\$ 9,280.00	0.95	\$ 8,816.00	0.03	\$ 278.40	\$9,094.40		\$9,094.40	98.0%	\$185.60	
9	100% Gopher Tortoise Survey	1.00	LS	\$ 2,900.00	\$ 2,900.00	1.00	\$ 2,900.00		\$ -	\$2,900.00		\$2,900.00	100.0%		
10	Gopher Tortoise Relocations and Associated Permitting (if required)	3.00	EA	\$ 9,280.00	\$ 27,840.00		\$ -		\$ -					\$27,840.00	
11	Sediment Barrier (standard)	8340.00	LF	\$ 2.30	\$ 19,182.00	8340.00	\$ 19,182.00		\$ -	\$19,182.00		\$19,182.00	100.0%		
12	Inlet Protection System	16.00	EA	\$ 145.00	\$ 2,320.00	16.00	\$ 2,320.00		\$ -	\$2,320.00		\$2,320.00	100.0%		
13	Clearing and Grubbing	5.55	AC	\$ 4,872.00	\$ 27,039.60	5.55	\$ 27,039.60		\$ -	\$27,039.60		\$27,039.60	100.0%		
14	Excavation, Regular	10087.00	CY	\$ 27.30	\$ 275,375.10	10087.00	\$ 275,375.10		\$ -	\$275,375.10		\$275,375.10	100.0%		
15	Embankment, Regular	188.00	CY	\$ 12.35	\$ 2,321.80	188.00	\$ 2,321.80		\$ -	\$2,321.80		\$2,321.80	100.0%		
16	Optional Base, Base Group 04	230.00	SY	\$ 94.55	\$ 21,746.50	230.00	\$ 21,746.50		\$ -	\$21,746.50		\$21,746.50	100.0%		
17	Optional Base, Base Group 09	650.00	SY	\$ 83.55	\$ 54,307.50	650.00	\$ 54,307.50		\$ -	\$54,307.50		\$54,307.50	100.0%		
18	Milling Existing Asphalt Pavement, 3" Avg Depth	1120.00	SY	\$ 9.75	\$ 10,920.00	1120.00	\$ 10,920.00		\$ -	\$10,920.00		\$10,920.00	100.0%		
19	Superpave Asphaltic Concrete, Traffic C, PG76-33, (SP 9.5) (1")	692.85	TN	\$ 208.60	\$ 144,527.92		\$ -	692.85	\$ 144,528.51	\$144,528.51		\$144,528.51	100.0%	-\$0.59	
20	Superpave Asphaltic Concrete, Traffic C, PG76-22 (SP 12.5) (1.5")	953.60	TN	\$ 189.50	\$ 180,707.39	953.60	\$ 180,707.20		\$ -	\$180,707.20		\$180,707.20	100.0%	\$0.19	
21	Superpave Asphaltic Concrete, Traffic C, PG76-22 (SP 12.5) (2")	114.23	TN	\$ 207.85	\$ 23,741.94		\$ -	114.23	\$ 23,742.71	\$23,742.71		\$23,742.71	100.0%	-\$0.77	
22	Inlets (DT BOT) Type C <10'	11.00	EA	\$ 9,230.00	\$ 101,530.00	10.00	\$ 92,300.00		\$ -	\$92,300.00		\$92,300.00	90.9%	\$9,230.00	
23	Manholes (P-7) (<10')	2.00	EA	\$ 10,470.00	\$ 20,940.00	1.00	\$ 10,470.00		\$ -	\$10,470.00		\$10,470.00	50.0%	\$10,470.00	
24	Replace Grate	1.00	EA	\$ 3,105.00	\$ 3,105.00		\$ -	1.00	\$ 3,105.00	\$3,105.00		\$3,105.00	100.0%		
25	Pipe Culvert, Round, 12" RCP	87.00	LF	\$ 99.00	\$ 8,613.00	87.00	\$ 8,613.00		\$ -	\$8,613.00		\$8,613.00	100.0%		
26	Pipe Culvert, Round, 12" RCP	121.00	LF	\$ 99.00	\$ 11,979.00	121.00	\$ 11,979.00		\$ -	\$11,979.00		\$11,979.00	100.0%		
27	Pipe Culvert, Round, 18" RCP	902.00	LF	\$ 117.50	\$ 105,985.00	902.00	\$ 105,985.00		\$ -	\$105,985.00		\$105,985.00	100.0%		
28	Pipe Culvert, Round, 24" RCP	802.00	LF	\$ 137.25	\$ 110,074.50	802.00	\$ 110,074.50		\$ -	\$110,074.50		\$110,074.50	100.0%		
29	Mitered End Section (optional round) (12")	3.00	EA	\$ 2,245.00	\$ 6,735.00	3.00	\$ 6,735.00		\$ -	\$6,735.00		\$6,735.00	100.0%		
30	Mitered End Section (optional round) (18")	2.00	EA	\$ 2,770.00	\$ 5,540.00	2.00	\$ 5,540.00		\$ -	\$5,540.00		\$5,540.00	100.0%		
31	Concrete Sidewalk and Driveways, 4" Thick	250.00	SY	\$ 110.75	\$ 27,687.50	250.00	\$ 27,687.50		\$ -	\$27,687.50		\$27,687.50	100.0%		
32	Concrete Sidewalk and Driveways, 6" Thick	55.00	SY	\$ 191.50	\$ 10,532.50	55.00	\$ 10,532.50		\$ -	\$10,532.50		\$10,532.50	100.0%		
33	Detectable Warnings	100.00	SF	\$ 40.60	\$ 4,060.00		\$ -		\$ -					\$4,060.00	
34	Riprap, Rubble, F&I, 10'x10' Pad Around Pond Outfall Structure	1.00	LS	\$ 3,700.00	\$ 3,700.00		\$ -	1.00	\$ 3,700.00	\$3,700.00		\$3,700.00	100.0%		
35	Fencing, Type B, Standard (5.1'-6.0')	837.00	LF	\$ 36.00	\$ 30,132.00		\$ -		\$ -					\$30,132.00	
36	Fence Gate, Type B, Single, 12.1-18.0' Opening	1.00	EA	\$ 2,900.00	\$ 2,900.00		\$ -		\$ -					\$2,900.00	
37	Performance Turf, Sod	8890.00	SY	\$ 4.75	\$ 42,227.50	8890.00	\$ 42,227.50		\$ -	\$42,227.50		\$42,227.50	100.0%		
38	Single Post Sign, F&I Ground Mount, up to 12 SF	10.00	AS	\$ 585.00	\$ 5,850.00		\$ -	10.00	\$ 5,850.00	\$5,850.00		\$5,850.00	100.0%		
39	Single Post Sign, Relocate	5.00	AS	\$ 175.00	\$ 875.00		\$ -	5.00	\$ 875.00	\$875.00		\$875.00	100.0%		
40	Sign Panel, Furnish & Install Ground Mount, up to 12 SF	6.00	EA	\$ 235.00	\$ 1,410.00		\$ -	6.00	\$ 1,410.00	\$1,410.00		\$1,410.00	100.0%		
41	Raised Pavement Marker, Type B (Y/Y)	96.00	EA	\$ 5.80	\$ 556.80		\$ -	96.00	\$ 556.80	\$556.80		\$556.80	100.0%		
42	Painted Pavement Markings - Final Surface	1.00	LS	\$ 52,200.00	\$ 52,200.00		\$ -	1.00	\$ 52,200.00	\$52,200.00		\$52,200.00	100.0%		
43	Thermoplastic, Standard, White, Solid, 12" for Crosswalks and Roundabout	672.00	LF	\$ 5.80	\$ 3,897.60		\$ -		\$ -					\$3,897.60	
44	Thermoplastic, Standard, White, Solid, 24" for Stop Line	120.00	LF	\$ 11.60	\$ 1,392.00		\$ -		\$ -					\$1,392.00	
45	Thermoplastic, Standard, White, Message or Symbol	4.00	EA	\$ 290.00	\$ 1,160.00		\$ -		\$ -					\$1,160.00	
46	Thermoplastic, Preformed, White, Solid, 24" for Crosswalk	224.00	LF	\$ 17.40	\$ 3,897.60		\$ -		\$ -					\$3,897.60	
47	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	1.330	GM	\$ 7,656.00	\$ 10,182.48		\$ -		\$ -					\$10,182.48	
48	Thermoplastic, Standard-Other Surfaces, Yellow, Solid 6"	1.342	GM	\$ 7,656.00	\$ 10,274.35		\$ -		\$ -					\$10,274.35	

SECTION 00620

Bid Item No.	Item Description	Bid Item Quantity	Bid Item Unit	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed Previous Period		Estimated Quantity Installed This Period		Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
						Quantity	Amount	Quantity	Amount					
49	Abandon Existing Water Main in Place (including excavatable fill)/Removal of Asbestos Cement Water Main	1.00	LS	\$ 67,570.00	\$ 67,570.00	1.00	\$ 67,570.00		\$ -	\$67,570.00		\$67,570.00	100.0%	
50	8" C-900 DR-18 PVC Water Main (includes fittings, restraints, appurtenances, etc.)	2550.00	LF	\$ 70.70	\$ 180,285.00	2550.00	\$ 180,285.00		\$ -	\$180,285.00		\$180,285.00	100.0%	
51	Single Water Service Connection	7.00	EA	\$ 3,455.00	\$ 24,185.00	7.00	\$ 24,185.00		\$ -	\$24,185.00		\$24,185.00	100.0%	
52	Fire Hydrant Assembly	3.00	EA	\$ 9,105.00	\$ 27,315.00	3.00	\$ 27,315.00		\$ -	\$27,315.00		\$27,315.00	100.0%	
53	Reconnect to Existing Hydrant	1.00	EA	\$ 2,815.00	\$ 2,815.00	1.00	\$ 2,815.00		\$ -	\$2,815.00		\$2,815.00	100.0%	
54	Adjust Manhole to Finished Ground	1.00	EA	\$ 1,740.00	\$ 1,740.00	1.00	\$ 1,740.00		\$ -	\$1,740.00		\$1,740.00	100.0%	
55	Composite Waterproof Manhole Ring and Cover with Inflow Protection	2.00	EA	\$ 270.00	\$ 540.00	2.00	\$ 540.00		\$ -	\$540.00		\$540.00	100.0%	
56	Adjust Cleanout to Finished Ground	1.00	EA	\$ 290.00	\$ 290.00	1.00	\$ 290.00		\$ -	\$290.00		\$290.00	100.0%	
57	8"X8" Tapping Sleeve and Valve	1.00	EA	\$ 7,665.00	\$ 7,665.00	1.00	\$ 7,665.00		\$ -	\$7,665.00		\$7,665.00	100.0%	
58	8" Gate Valve	8.00	EA	\$ 2,770.00	\$ 22,160.00	8.00	\$ 22,160.00		\$ -	\$22,160.00		\$22,160.00	100.0%	
59	8" Restrained Plug	2.00	EA	\$ 330.00	\$ 660.00	2.00	\$ 660.00		\$ -	\$660.00		\$660.00	100.0%	
60	8" Cap	2.00	EA	\$ 360.00	\$ 720.00	2.00	\$ 720.00		\$ -	\$720.00		\$720.00	100.0%	
61	Air Release Valve	2.00	EA	\$ 4,490.00	\$ 8,980.00	2.00	\$ 8,980.00		\$ -	\$8,980.00		\$8,980.00	100.0%	
62	8" Linestop	1.00	EA	\$ 15,200.00	\$ 15,200.00	1.00	\$ 15,200.00		\$ -	\$15,200.00		\$15,200.00	100.0%	
63	8" Cap with 2" Threaded Plug	1.00	EA	\$ 455.00	\$ 455.00	1.00	\$ 455.00		\$ -	\$455.00		\$455.00	100.0%	
64	Cut and Connect to Existing Water Main (including all required fittings, sleeves, temporary linestop and jumper connections)	3.00	EA	\$ 6,240.00	\$ 18,720.00	3.00	\$ 18,720.00		\$ -	\$18,720.00		\$18,720.00	100.0%	
65	Bacteriological Testing	1.00	LS	\$ 4,700.00	\$ 4,700.00	1.00	\$ 4,700.00		\$ -	\$4,700.00		\$4,700.00	100.0%	
66	Material Testing	1.00	LS	\$ 5,915.00	\$ 5,915.00	1.00	\$ 5,915.00		\$ -	\$5,915.00		\$5,915.00	100.0%	
	Change Order No. 1													
31	Concrete Sidewalk and Driveways 4" Thick	-84.00	SY	\$ 110.75	\$ (9,303.00)	-84.00	\$ (9,303.00)		\$ -	-\$9,303.00		-\$9,303.00	100.0%	
37	Performance Turf Sod	-335.00	SY	\$ 4.75	\$ (1,591.25)	-335.00	\$ (1,591.25)		\$ -	-\$1,591.25		-\$1,591.25	100.0%	
50	8" C-900 DR-18 PVC Water Main (includes fittings, restraints, appurtenances, etc.)	-1073.00	LF	\$ 70.70	\$ (75,861.10)	-1073.00	\$ (75,861.10)		\$ -	-\$75,861.10		-\$75,861.10	100.0%	
58	8" Gate Valve	3.00	EA	\$ 2,770.00	\$ 8,310.00	3.00	\$ 8,310.00		\$ -	\$8,310.00		\$8,310.00	100.0%	
61	Air Release Valve	2.00	EA	\$ 4,490.00	\$ 8,980.00	2.00	\$ 8,980.00		\$ -	\$8,980.00		\$8,980.00	100.0%	
62	8" Linestop	-1.00	EA	\$ 15,200.00	\$ (15,200.00)	-1.00	\$ (15,200.00)		\$ -	-\$15,200.00		-\$15,200.00	100.0%	
CO 1	8" C-900 DR-18 PVC HDD	747.00	LF	\$ 135.00	\$ 100,845.00	747.00	\$ 100,845.00		\$ -	\$100,845.00		\$100,845.00	100.0%	
CO 1	18" Drainage RCP Removal	400.00	LF	\$ 55.00	\$ 22,000.00	400.00	\$ 22,000.00		\$ -	\$22,000.00		\$22,000.00	100.0%	
	Change Order No. 2													
11	Sediment Barrier (standard)	-90.00	LF	\$ 2.30	\$ (207.00)	-90.00	\$ (207.00)		\$ -	-\$207.00		-\$207.00	100.0%	
12	Inlet Protection System	-2.00	EA	\$ 145.00	\$ (290.00)	-2.00	\$ (290.00)		\$ -	-\$290.00		-\$290.00	100.0%	
14	Excavation, Regular	-187.00	CY	\$ 27.30	\$ (5,105.10)	-187.00	\$ (5,105.10)		\$ -	-\$5,105.10		-\$5,105.10	100.0%	
15	Embankment, Regular	-24.00	CY	\$ 12.35	\$ (296.40)	-24.00	\$ (296.40)		\$ -	-\$296.40		-\$296.40	100.0%	
25	Pipe Culvert, Round, 12" RCP	-87.00	LF	\$ 99.00	\$ (8,613.00)	-87.00	\$ (8,613.00)		\$ -	-\$8,613.00		-\$8,613.00	100.0%	
26	Pipe Culvert, Round, 12" RCP	-121.00	LF	\$ 99.00	\$ (11,979.00)	-121.00	\$ (11,979.00)		\$ -	-\$11,979.00		-\$11,979.00	100.0%	
27	Pipe Culvert, Round, 18" RCP	795.00	LF	\$ 117.50	\$ 93,412.50	795.00	\$ 93,412.50		\$ -	\$93,412.50		\$93,412.50	100.0%	
28	Pipe Culvert, Round, 24" RCP	-802.00	LF	\$ 137.25	\$ (110,074.50)	-802.00	\$ (110,074.50)		\$ -	-\$110,074.50		-\$110,074.50	100.0%	
29	Mitered End Section (optional round) (12")	-3.00	EA	\$ 2,245.00	\$ (6,735.00)	-3.00	\$ (6,735.00)		\$ -	-\$6,735.00		-\$6,735.00	100.0%	
	Pipe Culvert, Elliptical, 15" ERCP	122.00	LF	\$ 110.00	\$ 13,420.00	122.00	\$ 13,420.00		\$ -	\$13,420.00		\$13,420.00	100.0%	
	Mitered End Section (optional elliptical) (15")	2.00	LF	\$ 2,400.00	\$ 4,800.00	2.00	\$ 4,800.00		\$ -	\$4,800.00		\$4,800.00	100.0%	
	Bid Quantity Reconciliation (items 19-21)	1.00	LS	\$ (15.51)	\$ (15.51)	1.00	\$ (15.51)		\$ -	-\$15.51		-\$15.51	100.0%	
	Change Order No. 3													
CO3	8" C-900 DR-18 PVC HDD	63.00	LF	\$ 135.00	\$ 8,505.00	63.00	\$ 8,505.00		\$ -	\$8,505.00		\$8,505.00	100.0%	
50	8" C-900 DR-18 Water Main (includes fittings, restraints, appurtenances, etc.)	-63.00	LF	\$ 70.70	\$ (4,454.10)	-63.00	\$ (4,454.10)		\$ -	-\$4,454.10		-\$4,454.10	100.0%	
58	8" Gate Valve	1.00	EA	\$ 2,770.00	\$ 2,770.00	1.00	\$ 2,770.00		\$ -	\$2,770.00		\$2,770.00	100.0%	
57	8"X8" Tapping Sleeve and Valve	-1.00	LS	\$ 7,665.00	\$ (7,665.00)	-1.00	\$ (7,665.00)		\$ -	-\$7,665.00		-\$7,665.00	100.0%	
64	Cut and Connect to Existing Water Main (includes all required fittings, sleeves, temporary linestop and jumper connections)	1.00	LS	\$ 6,240.00	\$ 6,240.00	1.00	\$ 6,240.00		\$ -	\$6,240.00		\$6,240.00	100.0%	
	Change Order No. 4													
CO4	Inlets (DT BOT) Type D, <10'	1.00	EA	\$ 11,350.00	\$ 11,350.00	1.00	\$ 11,350.00		\$ -	\$11,350.00		\$11,350.00	100.0%	
CO4	Dual Water Service Connection	1.00	EA	\$ 6,530.00	\$ 6,530.00	1.00	\$ 6,530.00		\$ -	\$6,530.00		\$6,530.00	100.0%	
38	Single Post Sign, F&I Ground Mount, up to 12 SF (S4-2P)	2.00	EA	\$ 585.00	\$ 1,170.00		\$ -	2.00	\$ 1,170.00	\$1,170.00		\$1,170.00	100.0%	
38	Single Post Sign, F&I Ground Mount, up to 12 SF (R1-6C) - Credit for Installation Only	-5.00	EA	\$ 50.00	\$ (250.00)		\$ -	-5.00	\$ (250.00)	-\$250.00		-\$250.00	100.0%	
CO4	Structure Modification/Invert Adjustments (MH-H01, H02 & H-01)	3.00	EA	\$ 300.00	\$ 900.00	3.00	\$ 900.00		\$ -	\$900.00		\$900.00	100.0%	
CO4	Structure Modification/Grate E1 Adjustment (H-08)	1.00	EA	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00		\$ -	\$1,800.00		\$1,800.00	100.0%	
	Change Order No. 5													
27	Pipe Culvert, Round, 18" RCP	-41.00	LF	\$ 62.50	\$ (2,562.50)	-41.00	\$ (2,562.50)		\$ -	-\$2,562.50		-\$2,562.50	100.0%	

SECTION 00620

CO5	Pipe Culvert, Elliptical, 15" ERCP	41.00	LF	\$ 110.00	\$ 4,510.00	41.00	\$ 4,510.00		\$ -	\$4,510.00		\$4,510.00	100.0%	
CO5	Shipping/Transport	1.00	LS	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00		\$ -	\$1,250.00		\$1,250.00	100.0%	
Co5	Type F Conflict Inlet	1.00	EA	\$ 12,850.00	\$ 12,850.00	1.00	\$ 12,850.00		\$ -	\$12,850.00		\$12,850.00	100.0%	
	Change Order No. 6													
CO6	Structure Modification/Invert Adjustments (H-03, H-04 & H-05)	3.00	EA	\$ 1,020.00	\$ 3,060.00		\$ -		\$ -					\$3,060.00
CO6	Aluminum Pipe Guiderail per FDOT Index 515-070	15.00	LF	\$ 300.00	\$ 4,500.00		\$ -		\$ -					\$4,500.00
32	Concrete Sidewalk and Driveways, 6" Thick	36.00	SY	\$ 191.50	\$ 6,894.00		\$ -		\$ -					\$6,894.00
	Totals				\$2,475,909.55		\$2,086,576.90		\$245,271.07	\$2,331,847.97		\$2,331,847.97	94.2%	\$144,061.58

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: ROW Mowing and Landscape Maintenance Agreement for Marsh Bend Trail in the amount of \$33,739.20

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 Green Scene Land and Water Group, Inc. 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 Marsh Bend Trail from Reagan Road to CR 470.

To extend these services, Public Works staff coordinated with Green Scene Land and Water Group, Inc., the District's landscape maintenance contractor. Green Scene has submitted a proposal under the updated piggyback agreement, based on the District's new landscape maintenance contract (RFP #24P-018, Group A, District 15).

The city will utilize the Green Scene Land and Water Group, Inc. District Property Management Contract (RFP #24P-018, Group A, District 15) to secure these services. The total cost of the agreement is \$33,739.20, which will be allocated from account 001-541-30-3440 (ROW Maintenance).

Green Scene LWG, Inc

PO Box 248
Oxford, FL 34484
+13526263243
kelly@greenscenelwg.com



Estimate

ADDRESS

Wildwood City of
City of Wildwood, FL

ESTIMATE 1413
DATE 03/04/2025

JOB NAME

Marsh Bend Trail Right of Way

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Annual Property Maintenance	Bi-Weekly Mowing, Edging & Weed Eating. Debris Clean Up Weekly or as needed.	56,232	0.60	33,739.20
	Monthly Cost: \$2811.60			

All Prices quoted are valid for 30 days from date of quote. When quotes are provided, the price will remain at the agreed upon price unless additional work is requested by you OR where the Company has uncovered unforeseen issues; those which have not been reasonably possible to determine, prior to beginning work. In all such circumstances, all costs will be discussed and agreed upon between you and Green Scene Land and Water Group, Inc, in writing, before any work is undertaken.

TOTAL \$33,739.20

Accepted By

Accepted Date

Marsh Bend Trail Right of Way



**AGREEMENT FOR SERVICES BETWEEN VILLAGE COMMUNITY DEVELOPMENT
DISTRICT 15 AND GREEN SCENE LAND AND WATER GROUP, INC.
FOR LANDSCAPE AND IRRIGATION MAINTENANCE FOR D12, D14, D15,
MIDDLETON DISTRICTS AND VARIOUS RECREATION AREAS
RFP #24P-018 (Group A- District 15 portion)**

THIS AGREEMENT is made this 12th day of September 2024, and effective on October 1, 2024, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT 15** (hereafter referred to as "DISTRICT"), , whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **GREEN SCENE LAND AND WATER GROUP, INC.** (hereafter referred to as "SUPPLIER" or "CONTRACTOR"), whose address is 10881 N US 301, Ste 4, Oxford, FL 34484.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for LANDSCAPE AND IRRIGATION MAINTENANCE FOR DISTRICT 12, DISTRICT 14, DISTRICT 15, MIDDLETON-A, MIDDLETON DOWNTOWN DISTRICTS AND VARIOUS RECREATION AREAS, 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 DISTRICT 15, Request for Proposals (RFP) #24P-018, 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 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 #24P-018 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 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. UNUSUAL COSTS

- 3.1 The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.
- 3.2 The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4. 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:

- 4.1 Request for Proposals
- 4.2 Instructions, Terms, and Conditions
- 4.3 Proposal Forms
- 4.4 Supplemental Services
- 4.5 Florida Friendly Plant List (rev 3)
- 4.6 Irrigation Equipment List (rev 3)
- 4.7 Wildlife Habitat Management Plan (if applicable)
- 4.8 Proposer's Certification
- 4.9 Insurance Requirements

- 4.10 General Terms and Conditions
- 4.11 Scrutinized Companies
- 4.12 Drug Free Workplace Certificate
- 4.13 Statement of Contractor's Experience, Equipment & Personnel
- 4.14 W-9
- 4.15 E-Verify Contractor/Subcontractor Affidavit
- 4.16 Scope of Work / Specifications
- 4.17 Agreement for Services
- 4.18 Permits / Licenses
- 4.19 All Proposal Addenda Issued Prior to Proposal Opening Date
- 4.20 All Modifications and Change Orders Issued
- 4.21 Notice of Award / Notice to Proceed

5. **TERM:**

The initial term of Agreement shall be October 1, 2024 through September 30, 2027, 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. No increase shall exceed 5% for the 3-year renewal term without Board approval.

6. **INSURANCE**

- 6.1 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.
- 6.2 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.
- 6.3 Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 6.4 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.
- 6.5 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.
- 6.6 Certificate(s) shall be dated and show:
 - 6.6.1 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.
 - 6.6.2 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.
 - 6.6.3 Subrogation of Waiver clause.
 - 6.6.4 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.
 - 6.6.5 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.
 - 6.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

7. WARRANTY

- 7.1 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
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.

8. SELF HELP BY DISTRICT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 SATISFACTORY PERFORMANCE
- 8.5.1 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.
- 8.5.2 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.

8.5.3 Any damage to DISTRICT property by the contractor shall be repaired by the respective tradesmen initiated through 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.

9. TERMINATION BY THE DISTRICT

9.1 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.

9.2 After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:

9.2.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

9.2.2 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.

9.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

9.2.4 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.

9.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.

9.3 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.

9.4 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.

9.5 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.

10. ASSIGNMENT

10.1 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.

11. NOTICE OF SALE OR MERGER

11.1 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.

12. BREACH OF CONTRACT

12.1 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.

13. INDEMNIFICATION

13.1 To the fullest extent permitted by Florida Statute 725.06, SUPPLIER shall indemnify and hold harmless the DISTRICT and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of SUPPLIER, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. The monetary limitation on the extent of the indemnification by SUPPLIER shall be \$1 million dollars per occurrence.

14. OTHER MATTERS

- 14.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.

- 14.9 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.
 - 14.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
 - 14.11 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.
 - 14.12 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.
 - 14.13 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.
 - 14.14 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.
 - 14.15 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.
 - 14.16 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.
 - 14.17 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.
- 15. SUPPLIER'S REPRESENTATIONS**
- 15.1 SUPPLIER makes the following representations:
 - 15.2 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.
 - 15.3 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.
 - 15.4 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.
 - 15.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
 - 15.6 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.
 - 15.7 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.

- 15.8 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.
- 15.9 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 VILLAGE COMMUNITY DEVELOPMENT DISTRICT 15, attested by the clerk of said DISTRICT, and GREEN SCENE LAND AND WATER GROUP, INC. 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.

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT 15**

By: Spencer Novak
Spencer Novak

Print Name

Chair

Print Title

8/12/24

Date

[Signature]

Attest

[Signature]

**Village Community Development
Districts Purchasing Department**

**GREEN SCENE LAND
AND WATER GROUP, INC.**

By: James Brassell
[Signature]

Print Name

Vice President

Print Title

8/22/2024

Date

William F. English

Attest

RFP 24P-018
Proposal Form Group A (District 15)

Area Description	Area Type	Annals (4 X Year)	Zoysia (SY)	St Augustine (SY)	Bahiá Low (SY)	Bahiá Turf Standard (SY)	Bahiá Pasture (ACRE) (5 X Year)	Bermuda Turf (SY)	Standard Maintenance or Shrub Beds (SY)	Low or Basin Beds (SY)	Mulch Bed (SY)	Rock Bed Standard Maintenance (SY)	Open Spaces (SY)	Natural Buffers (SY)	Trees (EA)	Palms (EA)	Pots (EA)	Irrigation Zones (EA)
Roadways, Paths, Misc.																		
Marsh Bend Trail Ph 9	Roadway	0	0	10.562	0	0	0.00	0	8.340	0	72	0	0	0	42	41	0	43
AREA TOTALS		0	0	10.562	0	0	0.00	0	8.340	0	72	0	0	0	42	41	0	43
UNIT PRICE		\$2.22	\$1.80	\$1.80	\$0.60	\$0.85	\$0.75	\$7.10	\$2.50	\$0.00	\$0.75	\$0.75	\$0.15	\$0.57	\$20.00	\$20.00	\$10.00	\$170.00
ANNUAL TOTAL		\$0.00	\$0.00	\$19,111.68	\$0.00	\$0.00	\$0.00	\$0.00	\$20,830.00	\$0.00	\$14.00	\$0.00	\$0.00	\$0.00	\$840.00	\$820.00	\$0.00	\$7,310.00
TOTAL ANNUAL AMOUNT																		\$49,885.68
TOTAL MONTHLY AMOUNT																		\$4,073.80

NOTES:

- * 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
- * All price information to be used in the RFP evaluation must be on this proposal form.
- * The 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 an 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 consents hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Eastport 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 in full compensation for each item the prices named in the schedule incorporated herein. Proposer agrees to supply the products or services at the prices proposed above in accordance with its terms, conditions and specifications contained in this RFP."

James Brassell Vice President 5/2/24
Authorized Agent Name, Title (print) Authorized Signature Date

Green Seas Landscaping Group
This document must be completed and returned with your Submittal

Exhibit A

**Landscape and Irrigation Maintenance for District 12,
District 14, District 15, Middleton-A, Middleton Downtown
Districts and Various Recreation Areas**

RFP #24P-018

Shrubs	Size/Description	Installed Unit Price 2024
African Iris White	1 gallon	\$ 7.16
African Iris Yellow	1 gallon	\$ 7.26
African Iris	3 gallon	\$ 16.68
Agapanthus	1 gallon	\$ 8.16
Algerian ivy	1 gallon	\$ 11.80
Arborclia 'Trinette	3 gallon	\$ 16.22
Azalea Formosa, lavender or pink	3 gallon	\$ 16.41
Azalea 'Souther Charm'	3 gallon	\$ 17.36
Azalea standard, pink or lavender	7 gallon	\$ 65.76
Azaleas Fashion	3 gallon	\$ 16.26
Azaleas Gerbing or Tabor	3 gallon	\$ 17.15
Azaleas Red Formosa	3 gallon	\$ 16.15
Azaleas Red Ruffle	3 gallon	\$ 17.26
Bamboo, 'Alphonse Karr'	7 gallon	\$ 142.95
Bamboo, 'Alphonse Karr'	15 gallon	\$ 242.02
Bamboo, 'Alphonse Karr'	30 gallon	\$ 489.27
Bamboo, 'Golden Goddess'	7 gallon	\$ 123.13
Bamboo, 'Golden Goddess'	15 gallon	\$ 222.48
Bamboo, 'Golden Goddess'	30 gallon	\$ 418.62
Blue Daze	1 gallon	\$ 7.30
Blue Salvia	1 gallon	\$ 7.63
Blue My Mind	1 gallon	\$ 8.96
Blue Pacific Juniper	1 gallon	\$ 7.66
Bottlebrush, Dwarf	3 gallon	\$ 26.13
Boxwood	3 gallon	\$ 16.49
Boxwood	7 gallon	\$ 52.88
Boxwood	15 gallon; 30"+ ht. x 24" Spread	\$ 170.59
Bulbine 'Hallmark or Tangerine'	1 gallon	\$ 7.63
Camellia Japonica	7 gallon	\$ 106.55
Camellia Japonica	15 gallon 4-5' ht x 2-3' spread	\$ 236.35
Camellia Japonica	30 gallon	\$ 629.97
Camellia Sasanqua	7 gallon	\$ 104.82
Camellia Sasanqua	15 gallon 4-5' ht x 2-3' spread	\$ 236.35
Camellia Sasanqua	30 gallon	\$ 629.97
Cast Iron Plant	1 gallon	\$ 9.05
Cast Iron Plant	3 gallon	\$ 20.68
Coontie (Zamia floridana)	3 gallon full	\$ 29.45
Cordgrass	1 gallon	\$ 6.56
Cordgrass	3 gallon	\$ 13.50
Crinum Lily - Red	15 gallon	\$ 169.72
Crinum Lily - Green	15 gallon	\$ 169.72

Exhibit A

**Landscape and Irrigation Maintenance for District 12,
District 14, District 15, Middleton-A, Middleton Downtown
Districts and Various Recreation Areas**

RFP #24P-018

Croton	3 gallon	\$	19.86
Day Lily	1 gallon	\$	7.48
Duranta 'Gold Mound'	7 gallon	\$	53.77
Dwarf Blue Ruellia 'Katie Blue'	1 gallon	\$	6.79
Dwarf Burfordii Holly	3 gallon	\$	15.51
Dwarf Burfordii Holly	7 gallon	\$	50.62
Dwarf Chinese Fringe Bush 'Ruby'	3 gallon	\$	16.36
Dwarf Chinese Fringe Bush 'Plum'	3 gallon	\$	16.46
Dwarf Ice Plant 'Delasperma cooperi'	1 gallon	\$	12.06
Dwarf Walters Viburnum 'Mrs Shillers'	3 gallon	\$	16.25
Dwarf Yaupon Holly 'Stokes or Schellings'	3 gallon	\$	16.25
Elaeagnus	3 gallon	\$	16.77
Fakahatchee Grass, Dwarf	3 gallon	\$	15.54
Fakahatchee Grass, Regular	3 gallon	\$	15.96
Feijoa - Pineapple Guava	3 gallon	\$	16.21
Feijoa - Pineapple Guava	7 gallon	\$	51.75
Feijoa - Pineapple Guava	15 gallon	\$	137.92
Ginger, Shell	3 gallon	\$	26.51
Hawthorn	3 gallon	\$	16.02
Hawthorn	7 gallon	\$	49.55
Hawthorn Standard	15 gallon	\$	311.36
Helianthus, 'Beach Sunflower'	1 gallon	\$	7.20
Hibiscus	3 gallon	\$	18.67
Holly Fern	1 gallon	\$	9.45
Jasmine, Confederate	1 gallon	\$	7.37
Jasmine, Dwarf (Asiatic, minima)	1 gallon	\$	6.90
Jasmine, Dwarf Variegated (Asiatic, minima)	1 gallon	\$	7.25
Jasmine, Dwarf Tri-Colored (Asiatic, minima)	1 gallon	\$	7.30
Juniper, Blue Pacific	3 gallon	\$	16.05
Juniper Parsonii	3 gallon	\$	16.05
Lantana Trailing 'Pink'	1 gallon	\$	7.43
Lantana Trailing 'Gold Mound'	1 gallon	\$	7.43
Lantana Trailing 'Chapel Hill'	1 gallon	\$	7.63
Ligustrum 'Howardii'	7 gallon	\$	53.01
Ligustrum japonicum	7 gallon	\$	50.73
Ligustrum recurvifolium	7 gallon	\$	50.73
Ligustrum sinensis 'Variegated'	7 gallon	\$	50.73
Liriope 'Emerald Goddess'	1 gallon	\$	7.25
Liriope 'Super Blue'	1 gallon	\$	7.25
Liriope, Variegated 'Aztec Grass'	1 gallon	\$	7.25
Mondo Grass (Ophiopogon spp.)	1 gallon	\$	7.25
Mondo Grass, Dwarf (Ophiopogon spp.)	1 gallon	\$	7.00
Muhly Grass	3 gallon	\$	15.39
Nandina domestic 'Harbor Dwarf'	1 gallon	\$	11.61
Nandina domestic 'Harbor Dwarf'	1 gallon	\$	20.98
Nandina domestic, regular	3 gallon	\$	17.46
Nandina domestic, regular	7 gallon; 28" + ht. x 2' spread; 3 canes min.	\$	56.31

Exhibit A

**Landscape and Irrigation Maintenance for District 12,
District 14, District 15, Middleton-A, Middleton Downtown
Districts and Various Recreation Areas**

RFP #24P-018

Nandina 'Firepower Dwarf'	3 gallon	\$	18.28
Nandina 'Gulf Stream Dwarf'	3 gallon	\$	19.57
Needle Palm	7 gallon	\$	126.12
Osmanthus fragrans	3 gallon	\$	19.92
Pampas Grass	3 gallon	\$	16.36
Paspalum quadrifarium	3 gallon	\$	16.36
Pennisetum Fountain Grass, Green or Red	3 gallon	\$	16.13
Perennial peanut 'Ecoturf'	1 gallon	\$	7.33
Philodendron, Split-leaf (Selloum spp.)	3 gallon	\$	18.45
Philodendron, Split-leaf (Selloum spp.)	7 gallon	\$	58.95
Philodendron, Xanadu	3 gallon	\$	20.82
Pittosporum, green compact	3 gallon	\$	16.28
Pittosporum, variegated compact	3 gallon	\$	16.28
Plumbago	3 gallon	\$	16.06
Podocarpus	3 gallon	\$	16.59
Podocarpus macrophyllus	7 gallon	\$	52.64
Podocarpus macrophyllus B&B/cont	5' minimum ht. x 24-36" spread	\$	222.54
Podocarpus 'Pringles'	3 gallon	\$	17.98
Podocarpus 'Pringles'	7 gallon	\$	65.22
Roses, Drift	3 gallon	\$	28.50
Roses, Knockout	3 gallon	\$	29.76
Rosemary	1 gallon	\$	9.95
Sabal minor	3 gallon	\$	36.70
Sabal minor	7 gallon	\$	105.00
Sabal minor	15 gallon	\$	210.11
Serenoa repens	7 gallon	\$	96.54
Serenoa repens	15 gallon	\$	207.85
Society Garlic	1 gallon	\$	6.85
Stromanthe	3 gallon	\$	66.10
Thryallis (Galphimia glauca)	3 gallon	\$	16.95
Variegated Dianella-Flax Lily	1 gallon	\$	8.37
Variegated Dianella-Flax Lily	3 gallon	\$	18.54
Viburnum odoratissimum	3 gallon	\$	15.56
Viburnum odoratissimum	7 gallon	\$	51.76
Viburnum odoratissimum	15 gallon	\$	156.98
Viburnum odoratissimum	30 gallon/B&B	\$	278.00
Viburnum suspensum	3 gallon	\$	15.31
Viburnum suspensum	7 gallon	\$	53.64
Wax Myrtle	15 gallon 4-5'	\$	132.10
Wax Myrtle	25 gallon 5-6'	\$	285.36
Dwarf Wax Myrtle - var. pumila	3 gallon	\$	20.57
Dwarf Wax Myrtle - var. pumila	7 gallon	\$	57.41
Yellow Anise	3 gallon	\$	16.22
Yellow Anise	7 gallon, 30"+ ht. 18-24" spread	\$	51.08

Exhibit A

**Landscape and Irrigation Maintenance for District 12,
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Trees			
Bald Cypress	30 gallon	\$	328.72
Bald Cypress B&B	12 ft.	\$	667.50
Crape Myrtle - multi trunk, various colors	multi trunk #30 B&B 9'+ht x 5' spread	\$	398.87
Crape Myrtle Standard	65 gallon 10-12' 5' spread	\$	796.01
Date Palm Canary	10-12' up to nut	\$	11,286.90
Date Palm Medjool	12' to first frond	\$	9,729.93
Date Palm Medjool	16' to first frond	\$	12,373.02
Date Palm Sylvester	12' to first frond	\$	7,632.06
Date Palm Sylvester	16' to first frond	\$	10,855.50
East Palatka Holly	30 gallon 8' ht. x 4' spread 2" cal. Min., straight trunk	\$	386.65
European Fan Palm, multitrun	15 gallon	\$	234.72
European Fan Palm, multitrun	30 gallon	\$	408.89
Japanese Blueberry (Elaeocarpus decipiens)	15 gallon	\$	214.87
Ligustrum Tree-type	spread, multi trunk 4'	\$	1,033.62
Live Oak	B&B 3 1/2" - 4"	\$	1,230.10
Live Oak	B&B 4" caliper	\$	1,338.49
Live Oak	B&B 6" caliper	\$	2,618.00
Live Oak	B&B 8" caliper	\$	5,035.35
Magnolia 'Little Gem'	30 gallon	\$	374.72
Magnolia 'Little Gem' 3" caliper	45 gallon or B&B	\$	850.45
Magnolia 'Southern'	30 gallon	\$	438.50
Magnolia 'Southern'	45 gallon	\$	936.53
Magnolia 'Southern'	60 gallon or B&B	\$	1,270.39
Mule Palm (Butia x Queen hybrid)	10' to first live frond	\$	3,080.62
Nellie Stevens Holly	30 gallon 6-8' ht. x 4- 6' spread	\$	385.04
Pindo Palm (Butia capitata)	6-8' CT full head	\$	3,197.92
Red Maple	30 gallon	\$	372.06
Red Maple (Acer Rubrum)	2 1/2" - 3" caliper	\$	728.51
Ribbon Palm (Livistona decipiens)	6-8' to first live frond	\$	1,400.30
Ribbon Palm (Livistona decipiens)	12-14' to first live	\$	2,531.57
River Birch (BNMTF) 'Dura-heat'	12-14' ht. x 6' spread multi trunk	\$	614.12
Sabal Palm	10-16' CT	\$	454.37
Sabal Palm - Root Enhanced	4-8' CT	\$	670.31
Sabal Palm - Root Enhanced	10-22' CT	\$	823.75
Sabal Palm - Root Enhanced	24-30' CT	\$	1,086.30
Sabal Palm - Root Enhanced	32-40' CT	\$	1,280.80
Sand Pine	15 gallon	\$	245.11
Sand Pine	30 gallon	\$	2,141.10
Shumard Oak	3" caliper	\$	817.81
Shadows Female Yaupon Holly (4-5' spread)	30 gallon	\$	422.09
Slash Pine	15 gallon	\$	269.52

Exhibit A

**Landscape and Irrigation Maintenance for District 12,
District 14, District 15, Middleton-A, Middleton Downtown
Districts and Various Recreation Areas**

RFP #24P-018

Slash Pine	30 gallon	\$	370.49
Sweetgum	30 gallon	\$	354.75
Sweetgum (Liquidambar styraciflua)	2 1/2" - 3" caliper	\$	730.75
Walters Viburnum	6' ht. x 4' spread	\$	336.02
Washingtonia Palm	12' CT	\$	1,005.35
Weeping Willow	30 gallon	\$	354.22
Weeping Willow	2 1/2" - 3" caliper	\$	856.95
Weeping Yaupon var. pendula	15 gallon	\$	235.60
Weeping Yaupon var. pendula	1/2' spread multi trunk	\$	457.45
Winged Elm (ulmus alata)	2 1/2" - 3" caliper	\$	789.00
Winged Elm (ulmus alata)	3 1/2" - 4" caliper	\$	1,315.18
Turf			
Empire Zoysia R&R installed	square foot	\$	1.62
Floritam St. Augustine R&R installed	square foot	\$	1.62
Seville / bitter blue St. Augustine R&R installed	square foot	\$	1.62
Bahia sod R&R installed	square foot	\$	1.45
Celebration Bermuda R&R installed	square foot	\$	1.62
419 Bermuda R&R installed	square foot	\$	1.62
TiffTuff Bermuda R&R installed	square foot	\$	1.40
Other			
Pine Straw per bale installed	per bale installed	\$	8.61
Soil Amendment (Sterilized Annuals Mix) per cubic ya	per yard	\$	58.68
Fill Dirt (clean/not enriched) per cubic yard	per yard	\$	48.70
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, irrigation,	per man hour	\$	46.50
Equipment			
Small loader w/ operator	per hour	\$	95.00
Large loader w/ operator	per hour	\$	150.00

WARRANTY

The Contractor shall offer the following warranties on installed plant materials:

- 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

Contractor warrants that any failure of materials or service within the above referenced time frame 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.

James Brassell Vice President
Authorized Agent Name, Title (Print)


Authorized Signature

5-2-2024
Date

Exhibit A

Name of Proposer's Firm:

Green Scene Land and Water Group Inc.

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:

CONTRACTORS		
Valves	Part No.	2024 Pricing
Rain Bird PESB - PRS - D Series		
Rain Bird PRS Dial pressure module	B33135	\$ 98.45
Rain Bird 1" Valve	100-PESB-PRS-D	\$ 220.95
Rain Bird 1 1/2" Valve	150-PESB-PRS-D	\$ 283.35
Rain Bird 2" Valve	200-PESB-PRS-D	\$ 360.85
Electric, brass 300-BPES - 3"	B38113	\$ 664.17
Diaphragm Assembly PGA 100	208143	\$ 80.10
Diaphragm Assembly PGA 150	234882	\$ 115.19
Diaphragm Assembly PGA 200	209005	\$ 177.70
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	\$ 63.60
Diaphragm Assembly 100 EFA		\$ 90.79
Diaphragm Assembly 150 EFA		\$ 136.14
Diaphragm Assembly 200 EFA		\$ 171.95
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	\$ 22.49
1806 SAM PRS 6" pop-up	1806-SAM-PRS	\$ 32.56
1812 PRS 12" Pop-up body	1812-PRS	\$ 30.95
1812 SAM PRS 12" pop-up	1812-SAM-PRS	\$ 37.37
Tree Spray Heads and Nozzles		
Rain Bird SQ Series Square Quarter Nozzle	SQ QTR	\$ 4.54
Rain Bird maxi jet pop up adaptor with Top Hat 180 Spray Jet Nozzle		\$ 3.67
Rain Bird 1400 Series Pressure Compensating Full-Circle Bubbler	1404	\$ 6.17
533 Irritol ADJ Bubbler		\$ 4.38
Rain Bird VAN Series Nozzles (Variable Arc Nozzles)		
6' VAN Nozzle	6-VAN	\$ 2.92
8' VAN Nozzle	8-VAN	\$ 2.92
10' VAN Nozzle	10-VAN	\$ 2.92
12' VAN Nozzle	12-VAN	\$ 2.92
15' VAN Nozzle	15-VAN	\$ 2.92
18' VAN Nozzle	18-VAN	\$ 2.92
Rain Bird Arc Series Nozzles (Fixed Arc Nozzles)		
6' Fixed Arc Nozzle		\$ 2.92
8' Fixed Arc Nozzle		\$ 2.92

Landscape and Irrigation Maintenance for District 12,
District 14, District 15, Middleton-A, Middleton Downtown
Districts and Various Recreation Areas

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10' Fixed Arc Nozzle		\$	2.92
12' Fixed Arc Nozzle		\$	2.92
15' Fixed Arc Nozzle		\$	2.92
18' Fixed Arc Nozzle		\$	2.92
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	\$	353.56
10-Zone Clock	XCH-1000-SS	\$	363.48
12-Zone Clock	XCH-1200-SS	\$	710.42
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
5006-PC Rainbird ADJ Rotor		\$	32.12
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
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		\$	2.92
Hunter Fixed Arc Nozzle		\$	2.92
Hunter Smart Valve Controllers, Wireless Valve System 9-Volt			
Single Station Controller	WVC-100	\$	217.56
Two Station Controller	WVC-200	\$	257.97

Exhibit A

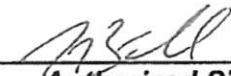
**Landscape and Irrigation Maintenance for District 12,
District 14, District 15, Middleton-A, Middleton Downtown
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RFP #24P-018

Four Station Controller	WVC-400	\$	291.01
Hunter BT Node 100		\$	225.99
Hunter BT Node 200		\$	311.04
Hunter BT Node 400		\$	375.04
Hunter Rain Sensors			
Hunter Mini-Click Rain Sensor	BPSW	\$	47.19
Hunter Solar Sync Rain Sensor		\$	121.24
Hunter WR-Click Wireless Rain Sensor		\$	161.85
MP Rotator			
1000 series		\$	11.96
2000 series		\$	11.96
3000 series		\$	11.96

Contractor warrants that any failure of materials or service within the above referenced time frame 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.

James Brassell Vice President
Authorized Agent Name, Title (Print)


Authorized Signature

5-2-2024
Date

Name of Proposer's Firm:

Green Scene Land and Water Group, Inc

This document must be completed and returned with your Submittal

Exhibit A

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Millennium Park Phase 1 & 2 Project - Payment Application 2 in the Amount of \$509,394.90

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT: Funding for the project has been allocated to account 301-541-60-6308.

HISTORY/FACTS/ISSUES:

The Millennium Park Phase 1 & 2 Project was approved by the Commission and awarded to Kingdom Construction on February 13, 2025. Kingdom Construction is requesting Payment Application 2 in the amount of \$509,394.90 for work performed from February 26 through March 25, 2025. The project is approximately 9% completed. CPH reviewed Payment Application 2 and recommended approval.

APPLICATION FOR PAYMENT AND AFFIDAVIT

NAME:	<u>KINGDOM CONSTRUCTION</u>	PROJECT NAME:	<u>WILDWOOD MILLENIUM PARK</u>
ADDRESS:	<u>1102 N MAIN STREET, SUITE E</u>	PROJECT NO:	<u>252</u>
CITY, ST, ZIP:	<u>WILDWOOD, FL 34785</u>	DRAW NO:	<u>2</u>
		PERIOD TO:	<u>03/25/25</u>

STATEMENT OF CONTRACT AMOUNT:

1.	Original Contract Amount	\$ <u>10,645,645.08</u>	(1)
2.	Approved Changes	\$ <u>0.00</u>	(2)
3.	Revised Contract Amount (1 + or - 2)	\$ <u>10,645,645.08</u>	(3)
4.	Contract Completed to Date:	\$ <u>938,091.25</u>	(4)
5.	Retainage	\$ <u>46,904.56</u>	(5)
6.	Contract Completed Less Retainage (4 - 5)	\$ <u>891,186.69</u>	(6)
7.	Less Previous Request (line 6 from previous draw)	\$ <u>381,791.79</u>	(7)
8.	Current Request for Payment (6 - 7)	\$ <u>509,394.90</u>	(8)
9.	Remaining Contract to Bill (3 - 6)	\$ <u>9,754,458.40</u>	(9)

Change Order Summary	Additions	Deductions
Total changes approved in previous months by Owner	0.00	
Total approved this month	0.00	
Total	0.00	
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief in 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.

KINGDOM CONSTRUCTION SERVICES, INC.
Company Name

[Signature] Karrie Fitzgerald/Senior PM
Signature Print Name/Title

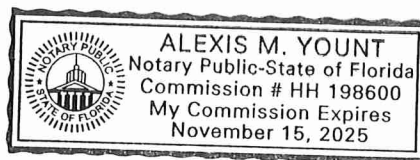
State of FL County of Duval

The foregoing instrument was acknowledged before me this 20th day of March 2025 by Karrie Fitzgerald
as Senior PM for Kingdom Construction

☒ Personally Known
☐ Produced Identification

Notary [Signature]
My Commission Expires: 11-15-2025

Notary Seal:



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

Amount Certified \$ 509,394.90

Architect:

By: John Skrandel 2025.04.07 11:18:12-04'00' Date: _____

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

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Desc. Of Work	Scheduled Value	From Previous Application	This Period	Materials stored (not in D or E)	Total Completed and Stored	% billed	Balance to Finish
								Retainage-5%
A-1	Bonds and Insurance	\$ 401,886.10	\$ 401,886.10	\$ -		\$ 401,886.10	100%	\$ - \$ 20,094.31
A-2	Mobilization	\$ 1,435,793.80		\$ 358,948.45		\$ 358,948.45	25%	\$ 1,076,845.35 \$ 17,947.42
A-3	Preconstruction Topographic Surveying	\$ 52,500.00		\$ 52,500.00		\$ 52,500.00	100%	\$ - \$ 2,625.00
A-4	Record Drawings	\$ 52,500.00				\$ -	0%	\$ 52,500.00 \$ -
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	\$ 25,000.00				\$ -	0%	\$ 25,000.00 \$ -
A-6	Preconstruction Video	\$ 1,404.14		\$ 1,404.14		\$ 1,404.14	100%	\$ 0.00 \$ 70.21
A-7	Temporary Traffic Control - Millennium Park	\$ 21,000.00				\$ -	0%	\$ 21,000.00 \$ -
A-8	Temporary Traffic Control - Powell Rd.	\$ 21,000.00				\$ -	0%	\$ 21,000.00 \$ -
A-9	Erosion and Sediment Control	\$ 61,687.50				\$ -	0%	\$ 61,687.50 \$ -
A-10	Silt Fence	\$ 27,431.25		\$ 27,431.25		\$ 27,431.25	100%	\$ - \$ 1,371.56
A-11	Clearing and Grubbing	\$ 121,376.33				\$ -	0%	\$ 121,376.33 \$ -
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	\$ 192,353.18				\$ -	0%	\$ 192,353.18 \$ -
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	\$ 320,036.59		\$ 95,921.31		\$ 95,921.31	30%	\$ 224,115.28 \$ 4,796.07
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	\$ 151,415.84				\$ -	0%	\$ 151,415.84 \$ -
B-3	Borrow Material (Allowance)	\$ 175,000.00				\$ -	0%	\$ 175,000.00 \$ -
B-4	Allowance - Additional Earthwork (If Needed)	\$ 250,000.00				\$ -	0%	\$ 250,000.00 \$ -
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	\$ 71,659.20				\$ -	0%	\$ 71,659.20 \$ -
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	\$ 239,234.69				\$ -	0%	\$ 239,234.69 \$ -
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	\$ 358,260.90				\$ -	0%	\$ 358,260.90 \$ -
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	\$ 18,692.16				\$ -	0%	\$ 18,692.16 \$ -
B-9	Asphalt Surface Course, Type SP 9.5 (1") (Furnish and Install) (Trail, Cart Path)	\$ 149,612.90				\$ -	0%	\$ 149,612.90 \$ -
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	\$ 352,210.13				\$ -	0%	\$ 352,210.13 \$ -
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic) (PG 76-22) (Furnish and Install) (Turn Lane)	\$ 20,697.52				\$ -	0%	\$ 20,697.52 \$ -
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10') (Furnish and Install)	\$ 55,663.02				\$ -	0%	\$ 55,663.02 \$ -
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10') (Furnish and Install)	\$ 3,975.93				\$ -	0%	\$ 3,975.93 \$ -
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10') (Furnish and Install)	\$ 8,604.54				\$ -	0%	\$ 8,604.54 \$ -
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10') (Furnish and Install)	\$ 5,717.04				\$ -	0%	\$ 5,717.04 \$ -
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10') (Furnish and Install)	\$ 26,443.62				\$ -	0%	\$ 26,443.62 \$ -
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10') (Furnish and Install)	\$ 11,433.45				\$ -	0%	\$ 11,433.45 \$ -
B-18	Type P-8 Manhole (<10') (Furnish and Install)	\$ 20,317.50				\$ -	0%	\$ 20,317.50 \$ -
B-19	Type J-8 Manhole (<10') (Furnish and Install)	\$ 22,817.97				\$ -	0%	\$ 22,817.97 \$ -
B-20	Nyoplast or Equal Drain Basin (8") (<10') (Furnish and Install)	\$ 5,718.35				\$ -	0%	\$ 5,718.35 \$ -
B-21	Nyoplast or Equal Drain Basin (10") (<10') (Furnish and Install)	\$ 11,436.71				\$ -	0%	\$ 11,436.71 \$ -
B-22	Nyoplast or Equal Drain Basin (12") (<10') (Furnish and Install)	\$ 3,812.24				\$ -	0%	\$ 3,812.24 \$ -
B-23	Nyoplast or Equal Drain Basin (15") (<10') (Furnish and Install)	\$ 3,812.24				\$ -	0%	\$ 3,812.24 \$ -
B-24	Nyoplast or Equal Drain Basin (24") (<10') (Furnish and Install)	\$ 1,906.12				\$ -	0%	\$ 1,906.12 \$ -
B-25	Concrete Mitered End Section (12") (Furnish and Install)	\$ 2,100.00				\$ -	0%	\$ 2,100.00 \$ -
B-26	Concrete Mitered End Section (18") (Furnish and Install)	\$ 15,614.55				\$ -	0%	\$ 15,614.55 \$ -
B-27	Concrete Mitered End Section (24") (Furnish and Install)	\$ 20,750.10				\$ -	0%	\$ 20,750.10 \$ -
B-28	Concrete Mitered End Section (30") (Furnish and Install)	\$ 8,022.00				\$ -	0%	\$ 8,022.00 \$ -
B-29	Concrete Mitered End Section (36") (Furnish and Install)	\$ 9,730.35				\$ -	0%	\$ 9,730.35 \$ -
B-30	Concrete Mitered End Section (12"x18") (Furnish and Install)	\$ 8,494.50				\$ -	0%	\$ 8,494.50 \$ -
B-31	Concrete Mitered End Section (19"x30") (Furnish and Install)	\$ 16,989.00				\$ -	0%	\$ 16,989.00 \$ -
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	\$ 5,859.82				\$ -	0%	\$ 5,859.82 \$ -
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	\$ 23,228.54				\$ -	0%	\$ 23,228.54 \$ -
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	\$ 15,360.28				\$ -	0%	\$ 15,360.28 \$ -
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	\$ 50,113.83				\$ -	0%	\$ 50,113.83 \$ -
B-36	18" Storm Sewer (RCP) (Furnish and Install)	\$ 147,917.54				\$ -	0%	\$ 147,917.54 \$ -
B-37	24" Storm Sewer (RCP) (Furnish and Install)	\$ 70,259.41				\$ -	0%	\$ 70,259.41 \$ -
B-38	30" Storm Sewer (RCP) (Furnish and Install)	\$ 23,079.58				\$ -	0%	\$ 23,079.58 \$ -
B-39	36" Storm Sewer (RCP) (Furnish and Install)	\$ 97,754.16				\$ -	0%	\$ 97,754.16 \$ -
B-40	12"x18" Storm Sewer (ERCP) (Furnish and Install)	\$ 4,752.24				\$ -	0%	\$ 4,752.24 \$ -
B-41	19"x30" Storm Sewer (ERCP) (Furnish and Install)	\$ 27,049.18				\$ -	0%	\$ 27,049.18 \$ -
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	\$ 32,848.58				\$ -	0%	\$ 32,848.58 \$ -
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	\$ 11,292.47				\$ -	0%	\$ 11,292.47 \$ -
B-44	Underdrain Cleanouts (Furnish and Install)	\$ 35,167.04				\$ -	0%	\$ 35,167.04 \$ -
B-45	Concrete Curb and Gutter, Type 'F' (Furnish and Install)	\$ 12,140.94				\$ -	0%	\$ 12,140.94 \$ -
B-46	Concrete Valley Gutter (Furnish and Install)	\$ 17,743.97				\$ -	0%	\$ 17,743.97 \$ -
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Concrete Pads (4") (Furnish and Install)	\$ 6,890.52				\$ -	0%	\$ 6,890.52 \$ -
B-48	Standard Concrete Trail (10' Wide; 4" Thick)	\$ 110,436.59				\$ -	0%	\$ 110,436.59 \$ -
B-49	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	\$ 58,200.00				\$ -	0%	\$ 58,200.00 \$ -
B-50	Misc. Concrete Pads (6") (Furnish and Install)	\$ 54,061.51				\$ -	0%	\$ 54,061.51 \$ -

B-51	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	\$ 12,400.13				\$ -	0%	\$ 12,400.13	\$ -
B-52	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concession Building and Restroom Concrete)	\$ 220,371.47				\$ -	0%	\$ 220,371.47	\$ -
B-53	Concrete Rip Rap (At Pond Bottom At MES)	\$ 26,381.25				\$ -	0%	\$ 26,381.25	\$ -
B-54	Wheel Stops	\$ 28,231.88				\$ -	0%	\$ 28,231.88	\$ -
B-55	Three Rail Wood Fence (4ft) (Furnish and Install) (Along Powell Rd.)	\$ 17,401.80				\$ -	0%	\$ 17,401.80	\$ -
B-56	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	\$ 228,800.00				\$ -	0%	\$ 228,800.00	\$ -
B-57	Street Signs and Posts (Furnish and Install)	\$ 11,871.56				\$ -	0%	\$ 11,871.56	\$ -
B-58	Wayfinding Signage	\$ 11,169.38				\$ -	0%	\$ 11,169.38	\$ -
B-59	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	\$ 4,554.90				\$ -	0%	\$ 4,554.90	\$ -
B-60	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	\$ 430.92				\$ -	0%	\$ 430.92	\$ -
B-61	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	\$ 526.68				\$ -	0%	\$ 526.68	\$ -
B-62	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	\$ 275.63				\$ -	0%	\$ 275.63	\$ -
B-63	Thermoplastic, Std, White, Solid 12"	\$ 318.15				\$ -	0%	\$ 318.15	\$ -
B-64	Thermoplastic, Std, White, Solid, 24"	\$ 4,328.16				\$ -	0%	\$ 4,328.16	\$ -
B-65	Thermoplastic, Standard, White, Arrow	\$ 2,526.56				\$ -	0%	\$ 2,526.56	\$ -
B-66	Thermoplastic, Std-Op, Yellow, Solid, 12"	\$ 1,237.95				\$ -	0%	\$ 1,237.95	\$ -
B-67	Thermoplastic, Std-Op, Yellow, Solid, 6"	\$ 2,898.26				\$ -	0%	\$ 2,898.26	\$ -
B-68	Gravity Retaining Wall	\$ 43,344.00				\$ -	0%	\$ 43,344.00	\$ -
B-69	Pipe Guiderail	\$ 17,653.36				\$ -	0%	\$ 17,653.36	\$ -
C-1	Remove Existing Inactive 6" Force Main	\$ 3,181.50				\$ -	0%	\$ 3,181.50	\$ -
C-2	Remove Existing 12" Water Main	\$ 12,738.60				\$ -	0%	\$ 12,738.60	\$ -
C-3	Remove Existing 8" Sanitary Sewer	\$ 27,518.40				\$ -	0%	\$ 27,518.40	\$ -
C-4	Remove Existing Sanitary Sewer Manhole	\$ 3,780.00				\$ -	0%	\$ 3,780.00	\$ -
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	\$ 1,831.20				\$ -	0%	\$ 1,831.20	\$ -
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	\$ 2,218.86				\$ -	0%	\$ 2,218.86	\$ -
C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	\$ 5,874.28				\$ -	0%	\$ 5,874.28	\$ -
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	\$ 8,402.94				\$ -	0%	\$ 8,402.94	\$ -
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	\$ 63,779.35				\$ -	0%	\$ 63,779.35	\$ -
C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	\$ 47,157.61				\$ -	0%	\$ 47,157.61	\$ -
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	\$ 13,772.18				\$ -	0%	\$ 13,772.18	\$ -
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	\$ 11,476.82				\$ -	0%	\$ 11,476.82	\$ -
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	\$ 16,067.54				\$ -	0%	\$ 16,067.54	\$ -
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	\$ 6,886.09				\$ -	0%	\$ 6,886.09	\$ -
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	\$ 4,590.73				\$ -	0%	\$ 4,590.73	\$ -
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	\$ 2,295.36				\$ -	0%	\$ 2,295.36	\$ -
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	\$ 6,886.09				\$ -	0%	\$ 6,886.09	\$ -
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	\$ 3,164.49				\$ -	0%	\$ 3,164.49	\$ -
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	\$ 1,978.16				\$ -	0%	\$ 1,978.16	\$ -
C-20	8" x 8" Tapping Sleeve and Valve (Furnish and Install)	\$ 6,211.28				\$ -	0%	\$ 6,211.28	\$ -
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	\$ 18,108.83				\$ -	0%	\$ 18,108.83	\$ -
C-22	Close Valves, Connect to Existing 12" Water Main	\$ 1,874.57				\$ -	0%	\$ 1,874.57	\$ -
C-23	1" Gate Valve	\$ 525.00				\$ -	0%	\$ 525.00	\$ -
C-24	Fire Hydrant Assembly (Furnish and Install)	\$ 18,747.54				\$ -	0%	\$ 18,747.54	\$ -
C-25	Blowoff Assembly (Furnish and Install)	\$ 2,826.08				\$ -	0%	\$ 2,826.08	\$ -
C-26	Fire Department Connection (4") (Furnish and Install)	\$ 2,682.96				\$ -	0%	\$ 2,682.96	\$ -
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	\$ 27,090.00				\$ -	0%	\$ 27,090.00	\$ -
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	\$ -				\$ -	NA	\$ -	\$ -
C-29	Bypass Pumping (Sanitary Sewer)	\$ 21,000.00				\$ -	0%	\$ 21,000.00	\$ -
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	\$ 82,505.24				\$ -	0%	\$ 82,505.24	\$ -
C-31	Sanitary Sewer Manhole (Furnish and Install)	\$ 63,257.92				\$ -	0%	\$ 63,257.92	\$ -
C-32	Connect to Existing Sanitary Sewer Manhole	\$ 7,350.00				\$ -	0%	\$ 7,350.00	\$ -
C-33	4" Backflow Preventer Assembly	\$ 9,624.41				\$ -	0%	\$ 9,624.41	\$ -
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Nets)	\$ 151,294.00				\$ -	0%	\$ 151,294.00	\$ -
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	\$ 101,157.00				\$ -	0%	\$ 101,157.00	\$ -
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	\$ 53,346.00				\$ -	0%	\$ 53,346.00	\$ -
D-4	Black Netting Backstop (25' Ht) (Furnish and Install)	\$ 144,069.00				\$ -	0%	\$ 144,069.00	\$ -
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-Ft) (Furnish and Install)	\$ 3,157.44				\$ -	0%	\$ 3,157.44	\$ -
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-Ft) (Furnish and Install)	\$ 2,786.68				\$ -	0%	\$ 2,786.68	\$ -
D-7	Bahia Sod for Disturbed Areas	\$ 264,314.36				\$ -	0%	\$ 264,314.36	\$ -
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-Ft) (Furnish and Install)	\$ 1,500.00				\$ -	0%	\$ 1,500.00	\$ -
D-9	Litter Receptacle With Dome Lid	\$ 37,582.95				\$ -	0%	\$ 37,582.95	\$ -
D-10	Bench	\$ 79,620.84				\$ -	0%	\$ 79,620.84	\$ -
D-11	Bridge Foundation and Abutments	\$ 46,800.00				\$ -	0%	\$ 46,800.00	\$ -
D-12	Pre-Fabricated Steel Bridge Installation	\$ -				\$ -	NA	\$ -	\$ -
D-13	Pond Cypress 3" Cal., 12' Min. Ht., 6' Min. Sprd.	\$ 6,505.20				\$ -	0%	\$ 6,505.20	\$ -
D-14	Southern Slash Pine 3" Cal., 12' Min. Ht., 6' Min. Sprd.	\$ 8,673.60				\$ -	0%	\$ 8,673.60	\$ -
D-15	Maki Podocarpus 15 Gal., Full, 60" O.C.	\$ 4,056.00				\$ -	0%	\$ 4,056.00	\$ -
D-16	Drake' Chinese Elm 2.5" Cal., 10' Min. Ht., 4' Min. Sprd.	\$ 30,357.60				\$ -	0%	\$ 30,357.60	\$ -
D-17	Dahoon Holly 2" Cal., 8' Min. Ht., 4' Min., Sprd	\$ 22,406.80				\$ -	0%	\$ 22,406.80	\$ -
D-18	Red Maple 3" Cal., 10' Min. Ht., 5' Min. Sprd	\$ 24,804.00				\$ -	0%	\$ 24,804.00	\$ -
D-19	Muskogee Crape Myrtle 8" Min. Ht., 4' Min. Sprd.	\$ 22,896.00				\$ -	0%	\$ 22,896.00	\$ -
D-20	Cathedral Oak 6" Cal., 20' Min. Ht., 10' Min. Sprd.	\$ 40,424.80				\$ -	0%	\$ 40,424.80	\$ -
D-21	Live Oak 3" Cal., 12' Min. Ht., 6' Min. Sprd.	\$ 54,568.80				\$ -	0%	\$ 54,568.80	\$ -

D-22	Twilight Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	\$ 25,370.80				\$ -	0%	\$ 25,370.80	\$ -
D-23	Dynamite Crape Myrtle, 8' Min. Ht., 4' Min. Sprd.	\$ 13,613.60				\$ -	0%	\$ 13,613.60	\$ -
D-24	Black Diamond Crape 8' Min. Ht., 4' Min. Sprd.	\$ 1,856.40				\$ -	0%	\$ 1,856.40	\$ -
D-25	Natchez Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	\$ 14,851.20				\$ -	0%	\$ 14,851.20	\$ -
D-26	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 SlickTrunks, 15' O.C. Where Clustered	\$ 16,473.60				\$ -	0%	\$ 16,473.60	\$ -
D-27	Silver Palmetto, 1 Gal., Full, 24" O.C.	\$ 29,452.80				\$ -	0%	\$ 29,452.80	\$ -
D-28	Cord Grass, 1 Gal., Full, 24" O.C.	\$ 4,278.97				\$ -	0%	\$ 4,278.97	\$ -
D-29	Swamp Sunflower, 1 Gal., Full, 24" O.C.	\$ 470.29				\$ -	0%	\$ 470.29	\$ -
D-30	Soft Rush, 1 Gal., Full, 24" O.C.	\$ 1,342.80				\$ -	0%	\$ 1,342.80	\$ -
D-31	Pickereelweed, 1 Gal., Full, 24" O.C.	\$ 2,400.94				\$ -	0%	\$ 2,400.94	\$ -
D-32	Bermuda 419 Grass (Baseball Fields and SoccerField)	\$ 268,734.18				\$ -	0%	\$ 268,734.18	\$ -
D-33	Baseball Infield Clay	\$ 45,963.57				\$ -	0%	\$ 45,963.57	\$ -
D-34	Irrigation	\$ 387,753.60				\$ -	0%	\$ 387,753.60	\$ -
D-35	Seed and Mulch	\$ 3,812.14				\$ -	0%	\$ 3,812.14	\$ -
E-1	Basketball Court Pre- Engineered Roof and Columns (Furnish andInstall)	\$ 702,000.00				\$ -	0%	\$ 702,000.00	\$ -
E-2	Basketball Hoop Structures and Hoops (Furnish andInstall)	\$ 37,747.50				\$ -	0%	\$ 37,747.50	\$ -
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, WaterFountains) (Furnish and Install)	\$ 70,000.00				\$ -	0%	\$ 70,000.00	\$ -
E-4	Basketball Court Floor and Foundation IncludingColumn Footers (Furnish and Install)	\$ 283,920.00				\$ -	0%	\$ 283,920.00	\$ -
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	\$ 46,000.00				\$ -	0%	\$ 46,000.00	\$ -
E-6	Basketball Courts Fire Protection System (Furnishand Install)	\$ 59,800.00				\$ -	0%	\$ 59,800.00	\$ -
E-7	Basketball Courts Plumbing(Water and Sewer) (Furnish and Install)	\$ 31,720.00				\$ -	0%	\$ 31,720.00	\$ -
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnishand Install)	\$ 182,000.00				\$ -	0%	\$ 182,000.00	\$ -
E-9	Racquetball Court Floor (Furnish and Install)	\$ 83,200.00				\$ -	0%	\$ 83,200.00	\$ -
F-1	Electrical Panels and Field Lighting Cabinet, ServiceRack, Power Rack (Furnish and Install)	\$ 35,360.00				\$ -	0%	\$ 35,360.00	\$ -
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnishand Install)	\$ 150,111.20				\$ -	0%	\$ 150,111.20	\$ -
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad,Conduits, Pedestal and Appurtenances)	\$ 2,000.00				\$ -	0%	\$ 2,000.00	\$ -
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires	\$ 2,000.00				\$ -	0%	\$ 2,000.00	\$ -
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures,foundation, connecting conduits, wires Etc.)	\$ 2,000.00				\$ -	0%	\$ 2,000.00	\$ -
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed	\$ 2,000.00				\$ -	0%	\$ 2,000.00	\$ -
F-7	Single point connection for concession stand, fed from panel lpc-2,4. Verify exact location with owner for power source to enter the Concession stand. Provide	\$ 9,286.16				\$ -	0%	\$ 9,286.16	\$ -
F-8	Furnish and install 20a, weather proof gfci receptacle in each Dugout. Coordinate with the City on the exact location.Receptacles to be Fed out of panel lpc, (ck	\$ 5,087.68				\$ -	0%	\$ 5,087.68	\$ -
F-9	Basketball Court Electrical and Lighting, ControlBoxes, Etc. (Furnish and Install)	\$ 71,148.48				\$ -	0%	\$ 71,148.48	\$ -
F-10	Tennis Court Electrical andLighting Control Boxes, Etc. (Furnish and Install)	\$ 67,868.32				\$ -	0%	\$ 67,868.32	\$ -
ALT- 1	Concrete Ribbon Curb	\$ 110,279.40				\$ -	0%	\$ 110,279.40	\$ -
ALT- 2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the GrassParking area and the new Trail)	\$ 20,236.32				\$ -	0%	\$ 20,236.32	\$ -
ALT- 3	Compost/Organic Mix for Topsoil	\$ 26,790.40				\$ -	0%	\$ 26,790.40	\$ -
						\$ -		\$ -	\$ -
	Grand Totals	\$ 10,645,645.08	\$ 401,886.10	\$ 536,205.15	\$ -	\$ 938,091.25	9%	\$ 9,707,553.83	\$ 46,904.56

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Millennium Park Phase 1 & 2 Project - Owner Direct Purchase of the Concession and Restroom Pre-cast Building in the Amount of \$215,413.80

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT: Funding for the project has been allocated to account 301-541-60-6308.

HISTORY/FACTS/ISSUES:

The Millennium Park Phase 1 & 2 Project was approved by the Commission and awarded to Kingdom Construction (Kingdom) on February 13, 2025. As part of the project scope, it was determined that the restroom and concession pre-cast building would be procured by the City as an Owner Direct Purchase (ODP) and were excluded from the lump sum bid submitted by Kingdom.

The proposed pre-cast restroom and concession building will match the existing design provided by Leesburg Concrete Company for Martin Luther King Jr. Park, ensuring consistency across facilities. The purchase will be made utilizing Lake County Contract #22-908B, under a piggyback arrangement, for a total amount of \$215,413.80, as detailed in the attached proposal. CPH has reviewed the proposal and has recommended approval.

1335 Thomas Ave
Leesburg, FL 34748
Cell: (352) 408-4637

Proposal #KT-2025-028

SALES CONTRACT

This Sales Contract is made on this 8th day of April 2025, by Leesburg Concrete Company Incorporated (hereinafter “Seller”) and the Purchaser indicated herein. Both parties acknowledge and agree to the following terms and conditions of this Sales Contract as set forth below.

Project:

Millennium Park
Lake County Contract #22-908B
Item #11
City of Wildwood, FL

I. Product & Price

Specifications:

Building – Model 2430 with exterior dimensions of 24’-0” x 30’-0” x 8’-0” interior ceiling height. The building consists of 4” thick non-insulated exterior wall panels, 4” thick non-insulated interior wall panel, 6” thick floor panel and 5” thick non-insulated roof panels. The building is constructed from individually poured concrete panels that are **welded with stainless steel brackets** on a base floor slab and shipped as a three (3) modular units.
Building to have gabled ends for roof line.

Detailed engineering and drawings will be provided for all items in this Sales Contract. The structural drawings will be stamped by a Professional Engineer registered in the State of the building placement. Seller will receive State approval as required. As such, Seller reserves the right to amend the Sales Contract to comply with any code or regulation required to obtain State Approval. Local/municipal inspections and approvals, including site inspections, building permits and zoning approvals are not included. Seller is not responsible for determining such local requirements.

Foundation to be level within 1/4” +/- in both directions and capable of supporting loads imposed by structure. Substrate must have a vertical soil capacity of 1500 psf. Place stone or sand to 1” above highest point of area where building will be placed.

Entry Systems **Standard cores are provided, if specific cores are required, cores to be switched out after building is set at owner’s expense and installed by others.**

3 – Single 3070 insulated hollow core 18-gauge galvanized steel reverse doors hung on 16-gauge galvanized steel frames cast into wall panels. Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint, Purchaser to select standard available color.

Door Hardware:

Hinges: McKinney NRP (non-removable pin) TA2314, 3 per door
Lock Set: Schlage B660 Heavy Duty Commercial Grade Single Cylinder Deadbolt
Lock Set: Schlage B663 Heavy Duty Commercial Grade Single Cylinder Deadbolt
Threshold: Pemko 170A ADA
Door Holder: Rixson Firemark 9-326 Overhead (Chase & Concession)
Door Closer: Norton Series 8501 (Restrooms)
Drip Cap: National Guard 17A
Door Sweep: Pemko 315

Privacy locks, panic devices and weather stripping are considered optional equipment. Additional charges will be applied if these items are required.

Plumbing System – All of the following fixtures are connected with Schedule 40 PVC drain lines and Type L copper water supply lines. Final connection to site utilities is responsibility of Purchaser.

- 3 – Kohler Kingston #K-4323 water closets, ADA approved
- 2 – Kohler #K-2032 wall hung lavatory sink mounted at ADA height
- 1 – Kohler #K-2032 wall hung urinal with manual lavatory faucet.
- 2 – Floor drain, 4" x 3" adjustable brass, Sioux Chief Model 832-35PNR

Any and all cleanouts and trap primers are EXCLUDED; openings will be cast in floor for Purchaser use during installation.

Electrical System – All equipment and conduit will be surfaced mounted. The load center will be located in the chase area. All branch conduit and wiring will be run to the load center. The connection of electrical utilities to the load center is by Purchaser. A penetration will be provided for entrance of electrical utilities into the chase area. The electrical components will be as follows:

- 1 – 100-amp, load center
- 3 – Exterior wall mounted light fixtures with photocells
- 15 – Interior ceiling mounted, LED light fixtures
- 1 – Interior light switch, commercial grade
- 2 – Ceiling mounted occupancy sensors
- 2 – GFCI protected receptacles (in Chase)
- 2 – Interior ceiling mounted exhaust fans (Restrooms)

HVAC System – None provided

Bathroom Accessories – All fixtures are surface mount, stainless steel and vandal resistant.

- 2 set – Stainless Steel Grab Bars – 1 ½" Dia. Satin Finish (1) 36" Long and (1) 48" Long, per each ADA Bathroom Stall. (Bobrick B-6806 Series)
- 3 – Surface Mount Stainless Steel Toilet Tissue Dispenser- Satin Finish (Bobrick B-4288 Contura Series)
- 4 – Surface Mounted Stainless Steel Paper Towel Dispenser – Satin Finish (Bobrick B-4262 Contura Series)
- 4 – Surface Mounted Stainless Steel Waste Receptacle – Satin Finish (Bobrick B-277 Contura Series)

Delivery to occur on weekdays during normal daylight working hours. Proper site conditions, including clear access roads and a reasonably level surface, so that vehicles, trucks, and cranes can safely maneuver under their own power. All roads, crossings, and load bearing surfaces to be able to accommodate 68,000 pounds plus the tractor-trailer and 13'-6" height. No overhead power lines, obstructions or overhanging trees that could block the maneuverability of equipment.

The price assumes site accessibility for the crane and tractor-trailer with the ability for both to set next to the pad. Accessibility is defined as a level unobstructed area large enough for a crane and tractor-trailer to park adjacent to the pad. The crane must be able to place outriggers within 3'-0" of the edge of the pad and the truck and crane must be able to get side-by-side under their own power. If a larger crane for setting is needed, additional charges will be the responsibility of the owner. No overhead lines or other obstructions may be within a 75' radius of the center of the pad. A firm roadbed with turns that allows a 70'-0" low-bed tractor and trailer must be provided directly to the site. No building shall be placed closer than 2'-0" to an existing structure, without approval of Seller. Purchaser is responsible for obtaining all licenses, permits and payment of any fees or taxes relating to the site and installation.

Price is contingent on approval of products as submitted and manufactured by Leesburg Concrete Company Incorporated.

Taxes: Any applicable Federal, State or Local Taxes are NOT included.

Bonds: The quoted price DOES NOT include payment and performance bonds.

Payment Terms: 10% down payment required to commence engineering. Progress billing to be invoiced as produced. No retainage.

A tentative delivery date will be established after approval submittal has been returned. Production and placement of accessory orders will not begin until receipt of the signed approved submittal. At time of production completion, the delivery date will be scheduled as mutually agreed upon. Should building ordered remain in Seller's possession over 45 days after production, items will be billed and payment expected according to payment terms noted above. If building ordered remain in Seller's possession over 60 days after production, will be charged a \$1,000.00 per month storage fee. The storage fee will be billed monthly and payment expected according to payment terms noted above.

If manufacturing cannot commence, due to elements outside of Leesburg Concrete Company Incorporated's control, a 2% inflation rate shall be applied monthly to the total contract amount after 270 calendar days.

ASSIGNMENT; ACQUISITION

Except for the acquisition exception provided for and contained herein, neither this Agreement nor the rights and obligations hereunder may be assigned or transferred by either Party without the prior written consent of the other Party. In such case consent shall not be unreasonably denied or withheld. However, if Leesburg Concrete Co., Inc. decides to sell its business or substantially all of its business assets, then it is not required to obtain written consent from the other party to assign any contract or agreement, or the rights and obligations under any contract or agreement. Further, Leesburg Concrete Co., Inc. is hereby expressly allowed under this Agreement the right to sell and assign any and all active contracts or agreements as well as any backlog/inventory contracts or contracts or agreements that have not been started in conjunction with the sale of its business and its business assets to any third party. Both parties consent and agree to this acquisition exception.

Leesburg Concrete Company Incorporated STANDARD TERMS AND CONDITIONS:

- 1. Applicability.** These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the "**Contract**"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Purchaser's general terms and conditions of purchase regardless whether or when Purchaser may have submitted a purchase order or contract.
- 2. Payment.** Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Purchaser's failure to make all payments due under this Contract in a timely manner.
- 3. Taxes.** Purchaser is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Purchaser agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under this Contract (or any other agreement Purchaser has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Purchaser has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Purchaser shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Purchaser agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Purchaser Contracts delivery beyond curb line, Purchaser assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 1 (one) hour are subject to an additional charge. Purchaser also agrees to provide a safe, suitable work area for Seller and its employees.
6. **Title and Risk of Loss.** Title and risk of loss passes to Purchaser at the time any materials are loaded into Purchaser's, or Purchaser's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.
7. **Warranty.** Seller warrants that the goods and services herein will conform to the specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Purchaser shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Purchaser fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.
8. **Time.** Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Purchaser of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.
10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.
11. **Damages.** Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Purchaser. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions.
12. **Indemnity.** To the maximum extent permitted by applicable law, Purchaser shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Purchaser's breach of this Agreement; or (ii) any act or omission by or on behalf of Purchaser, its employees, contractors and/or agents.
13. **Applicable Law.** This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.
14. **Work Conditions.** If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Purchaser's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.
15. **Miscellaneous.** Unless otherwise specified in writing, Purchaser shall be responsible for testing the materials and confirming that the materials comply with Purchaser's specifications at Seller's facility prior to directing shipment. All funds paid to Purchaser from a third party for Seller's labor, services, materials, and equipment shall be deemed in trust for the payment of Seller. Safety Data Sheets and product label information are available at Seller's office or Seller's website. Purchaser agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Purchaser's possession or to whom Purchaser sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.
16. **MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE LAKE COUNTY, FL. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT**

THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.

The person signing below represents that he/she is authorized to enter into this Agreement on behalf of the Purchaser and has received the Seller's Standard Terms & Conditions, which are incorporated by reference herein. This Sales Contract and the Standard Terms & Conditions are accepted by the following:

FOR SELLER:

Thomas Ely
Sales - Buildings Division
Leesburg Concrete Company Incorporated

*(This Sales Contract expires sixty (60) days after
issuance)*

FOR PURCHASER:

Company Name

Signature

Print Name

Date:



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 4/14/2025	Contract Number: 22-908B Title: <u>Pre-Cast Restrooms and Building</u> Effective Date: April 14, 2022
Contracting Officer: Bill Ponko, CPPO, CPPB E-mail bill.ponko@lakecountyfl.gov Telephone Number: (352) 343-9489	Contractor Name and Address: Name: Leesburg Concrete Company, Inc. Address: 1335 Thomas Avenue City: Leesburg, FL. 34748 ATTENTION: Kirk Rouse
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification is to extend Contract for Two (2) years, expiring on April 13, 2027.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Shawn Thomas</u> Title: <u>VP</u> Date: <u>1/2/25</u> E-mail: <u>shawn@leesburgconcrete.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Bill Ponko</u> Title: Contracting Officer Date: <u>1/2/25</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 6/13/2024		Contract Number: 22-908B Title: <u>Pre-Cast Restrooms and Building</u> Effective Date: April 14, 2022	
Contracting Officer: Bill Ponko, CPPO, CPPB E-mail bill.ponko@lakecountyfl.gov Telephone Number: (352) 343-9489		Contractor Name and Address: Name: Leesburg Concrete Company, Inc. Address: 1335 Thomas Avenue City: Leesburg, FL. 34748 ATTENTION: Kirk Rouse	
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800			
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return</u> this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.			
DESCRIPTION OF MODIFICATION: Modification Number 3 permits the inclusion of the Lake County Water Authority (LCWA), and replaces Section 34 of contract with attached Exhibit B with updated Insurance Requirements.			
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Kirkland Rouse</u> Title: <u>President</u> Date: <u>6/14/24</u> E-mail: <u>kirk@leesburgconcrete.com</u> Secondary E-mail: <u>tom@leesburgconcrete.com</u>		LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.06.14 08:33:44 -04'00'	
Distribution: Original – Bid File Copy – Contractor Contracting Officer			

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY or the Lake County Water Authority (LCWA), policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY and LCWA, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY and LCWA prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY's and LCWA's Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

v. Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, the Board of County Commissioners, and the LCWA and its Board, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the Solicitation/Contract number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County and LCWA of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY and the LCWA, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY or the LCWA.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County and the LCWA listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holders must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

and

LAKE COUNTY WATER AUTHORITY

27341 FL SR-19

TAVARES, FL 32778

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY and LCWA. At the option of the COUNTY and LCWA, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY and LCWA will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY and LCWA evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

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

K. Neither approval by the COUNTY or LCWA of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 4/14/2023	Contract Number: 22-908B Title: <u>Pre-Cast Restrooms and Building</u> Effective Date: April 14, 2022
Contracting Officer: Bill Ponko, CPPO, CPPB E-mail bill.ponko@lakecountyfl.gov Telephone Number: (352) 343-9489	Contractor Name and Address: Name: Leesburg Concrete Company, Inc. Address: 1335 Thomas Avenue City: Leesburg, FL. 34748 ATTENTION: Kirk Rouse
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend Contract for two (2) years, expiring on April 13, 2025. This modification also provides for a price increase to Exhibit B - Pricing Sheet based upon the Producer Price Index (PPI), as noted in the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Kirk Rouse Pres.</u> Title: <u>President</u> Date: <u>1/13/2023</u> E-mail: <u>KROUSE@LEESBURGCONCRETE.COM</u> Secondary E-mail: <u>TOME@LEESBURGCONCRETE.COM</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>William Ponko</u> Title: Contracting Officer Date: <u>1/13/2023</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

Item	Description	New Price	Previous Price	No.2 Contract Modification Difference
1	10' x 12' x 8'h storage building	\$63,367.97	\$61,684.00	\$1,683.97
2	30' x 8' x 8'h dugout	\$80,307.12	\$78,173.00	\$2,134.12
3	31' x 8' x 8'h dugout with storage	\$91,713.23	\$89,276.00	\$2,437.23
4	Blue Ridge Single Dry Vault Restroom	\$84,638.22	\$82,389.00	\$2,249.22
5	Sierra Outback Double Dry Vault Restroom	\$116,600.88	\$113,219.00	\$3,381.88
6	Logan Single Plumbed Restroom	\$83,240.06	\$81,028.00	\$2,212.06
7	Carson Double Plumbed Restroom	\$110,167.65	\$107,240.00	\$2,927.65
8	Sierra Outback Double Plumbed Restroom	\$116,608.82	\$113,510.00	\$3,098.82
9	Northlake Triple Plumbed Restroom	\$158,679.84	\$154,463.00	\$4,216.84
10	Volusia 6 stall Plumbed Restroom	\$245,711.46	\$239,188.00	\$6,523.46
11	20' x 24' x 8'h Concession with Four Stall Restroom	\$209,325.73	\$203,763.00	\$5,562.73
12	24' x 30' x 8'h Concession with Eight Stall Restroom	\$276,081.74	\$268,745.00	\$7,336.74
13	20' x 24' Site Assembled Panelized Building	\$94,566.05	\$92,053.00	\$2,513.05
14	20' x 30' Site Assembled Panelized Building	\$114,196.72	\$111,162.00	\$3,034.72

Additive Accessories and Options (Provide and Install)

Item	Description	New Price	Previous Price	No.2 Contract Modification Difference
1	Xelerator Hand Dryer Model XLBW	\$1,119.76	\$1,090.00	\$29.76
2	2 Ton Bard HVAC with Heat and thermostat	\$6,055.93	\$5,895.00	\$160.93
3	Kohler china Soho White wall mounted sink	\$505.43	\$492.00	\$13.43
4	American Std Model # 3695.128 rear discharge toilet	\$1,058.12	\$1,030.00	\$28.12
5	Stainless steel urinal Acorn Engineering # 1709HEU	\$2,233.35	\$2,174.00	\$59.35
6	Stainless steel pit toilet Acorn Engineering #2131	\$1,469.03	\$1,430.00	\$39.03
7	Kohler K4991-ET-0 Bardon china urinal	\$511.60	\$498.00	\$13.60
8	Koala Kare Baby Changing St model # KKP-KB200-00	\$518.77	\$505.00	\$13.77

Item	Description	New Price	Previous Price	No.2 Contract Modification Difference
9	Electrical Package : 100 Amp panel with GE 12 circuit 24 space 100 Amp Main Breaker Load Center Interior LED lights (3) Portfolio 26.5 inch white LED with light diffusing shield. Exterior (2) Utilitech Pro 180 2-head motion activate LED flood light. (1) GFCI outlet.	\$4,597.17	\$4,475.00	\$122.17
9a	Price for each additional Interior LED light	\$333.87	\$325.00	\$8.87
9b	Price for each additional GFCI outlet	\$160.26	\$156.00	\$4.26
10	SA 12" Centrifugal fiberglass exhaust fan, electric power is provided in building	\$603.03	\$587.00	\$16.03
11	4" deep concrete sidewalk with Fibermesh priced per sqft	\$15.41	\$15.00	\$0.41
12	6" deep concrete sidewalk with Fibermesh priced per sqft	\$18.49	\$18.00	\$0.49
13	200 Ton Crane Upcharge, 50' reach, per installation effort	\$9,245.70	\$9,000.00	\$245.70

Other fees not listed that could potentially be invoiced under this contract.				
Item	Description	New Price	Previous Price	No.2 Contract Modification Difference
1	Additional Freight and Labor outside of Lake County in the case of another entity is piggybacking this bid	\$6,061.07	\$5,900.00	\$161.07



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 6/20/2022	Contract Number: 22-908B Title: <u>Pre-Cast Restrooms and Building</u> Effective Date: April 14, 2022
Contracting Officer: Bill Ponko, CPPO, CPPB E-mail bponko@lakecountyfl.gov Telephone Number: (352) 343-9489	Contractor Name and Address: Name: Leesburg Concrete Company, Inc. Address: 1335 Thomas Avenue City: Leesburg, FL. 34748 ATTENTION: Kirk Rouse
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add the following item and pricing to the agreement: ElKay ADA Compliant Hi-Low Water Fountain with Bubbler - \$5,625.00	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Thomas Ely</u> Title: <u>SALES - Buildings Div</u> Date: <u>6/20/22</u> E-mail: <u>tomE@LEESburgConcrete.com</u> Secondary E-mail: <u>KRouse@LEESburgConcrete.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>William Ponko</u> Title: Contracting Officer Date: <u>6/20/22</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**CONTRACT FOR
PRE-CAST CONCRETE STRUCTURES
RFP #22-908B**

This contract is between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Leesburg Concrete Company, Incorporated., a Florida for profit corporation, its successors and assigns (the CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Request for Proposals (RFP) #22-908 seeking firms or individuals qualified to provide pre-cast concrete structures on an as-needed basis; and

WHEREAS, the CONTRACTOR wants to perform such services subject to the terms of this contract; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, the parties hereby agree as follows:

1. The above recitals are incorporated into this contract.
2. Scope of Services. On the terms and conditions set forth in this contract, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials and equipment to provide as-needed pre-cast concrete structures and related services (the "Service") in accordance with the Scope of Services, as modified or clarified by any addendums and attached hereto and incorporated herein as **Exhibit A**. There is no guaranteed minimum or maximum expenditure under this contract. The Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.
3. Term. This contract will become effective upon signature of the last party to sign it. This contract will remain in effect for an initial term of one year. The contract prices will prevail for the full duration of the initial term. Prior to, or upon completion, of the initial term, the COUNTY shall have the option to renew this contract for two additional two-year periods. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY. The parties acknowledge that the term may be extended until the completion of any express and implied warranty periods provided within this contract.
4. Payment: COUNTY will pay and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligation hereunder as provided in the pricing sheet attached as **Exhibit B**. Contract prices will prevail for the full duration of the Contract. Prior to the completion of each term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics.
5. Invoice: The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. CONTRACTOR will submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices will not exceed 30 calendar days beyond the date the service was completed. Under no circumstances will the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service.
6. Licenses and Permits: CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONTRACTOR will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONTRACTOR will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

7. Conditions: CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation.

8. Rental: In the event that the CONTRACTOR needs to rent a piece of equipment to complete the work being assigned, prior approval from the Project Manager will be required. The cost of the rental will be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment will be included with the invoice. CONTRACTOR will be allowed to assess a percentage of up to 15% over the cost of the rental. A copy of the rental invoice to CONTRACTOR will accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

9. Funding: In the event any part of this contract or the Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

10. Price Redeterminations: CONTRACTOR may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages or fuel. Petitions for price redeterminations will be made within 30-calendar days of the anniversary date of the Contract and only after the Contract has been in effect for at least one year. Unless otherwise expressly set forth in the Contract, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Contract. The following apply:

A. Basis for Price Redeterminations. The CONTRACTOR may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The COUNTY will have the right to audit the CONTRACTOR'S records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the CONTRACTOR will refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be granted only by reason of wage increases associated with the CONTRACTOR'S employees or subcontractors performing work or services pursuant to the contract.

C. Fuel Price Redetermination. If the price of fuel increases by a minimum of 10% percent, the CONTRACTOR may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the CONTRACTOR will be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of 10% percent. Failure to make such petition may be grounds for contract termination and will entitle the COUNTY to a refund of the cumulative increase in pay to the CONTRACTOR due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the

commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the CONTRACTOR'S operations in connection with the CONTRACTOR'S performance of the contract.

D. All Price Redeterminations will be calculated as demonstrated in this example:
Contractor indicated on the Submittal Form that 30% of the cost to provide the product/service is directly attributed to the redetermination category (wage or fuel).

Current applicable PPI \$200.50
Base index PPI - \$179.20
PPI increase dollars \$21.30
PPI increase percentage ($\$21.30 / \$179.20 = .1189$) 11.9%
Unit cost of the service is: \$100.00
30% of \$100.00 is directly attributed to the redetermination category \$30.00
 $\$30.00 \times 11.9\% = \3.57
New unit price is
($\$100 + \3.57) \$103.57

E. Expiration Upon Failure to Agree to Price Redetermination. If the COUNTY and the CONTRACTOR cannot agree to a price redetermination, then the contract will automatically expire without penalty or expense to either party after a period of six months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the contract. If the contract expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

11. County Responsibilities.

A. Project Manager: The COUNTY will designate a COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and about the character, quality, amount and value of any work done, and materials furnished, under or by reason of this contract. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. The COUNTY will pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

12. Contract Documents.

A. Definitions: For purposes of this contract, the term "contract documents" includes all bid documents, drawings, the Scope of Services, attachments to this contract, and provisions within this contract, along with any change orders or amendments to this contract. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Contract Documents: The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONTRACTOR will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services: CONTRACTOR will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other contractors on the job site. All work will be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

D. Errors and Omissions: CONTRACTOR will not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, CONTRACTOR will immediately notify the COUNTY in writing of such errors or omissions. In the event CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, CONTRACTOR will be deemed to have waived any claim for increased time or compensation CONTRACTOR may have had and CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

13. Contractor Personnel

A. Personnel: CONTRACTOR will assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the contract documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this contract; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

C. Employment: CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Service assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work on the Service if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

D. Superintendent: CONTRACTOR will have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent will supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent will have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent will be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent will speak, write, and understand English and will be on the job site during all working hours.

E. Subcontractors:

- i. CONTRACTOR will be responsible to the COUNTY for the acts and omissions of CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.
- ii. All subcontractors, for as long as the subcontractor is working on the job site, will have at least one supervisor/foreman on the job site that will speak and understand English.
- iii. CONTRACTOR will cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.
- iv. CONTRACTOR will include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, which will be provided by the COUNTY to the CONTRACTOR. A copy of the Affidavit may be provided by request to the COUNTY.

F. Emergency Contact: CONTRACTOR will have a responsible person available at, or reasonably near, the Service on a 24-hour basis, seven days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR will submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list will contain the name of their supervisors responsible for work pertaining to this contract.

G. Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the Service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR will contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than 24 hours after the occurrence of the emergency, if CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If CONTRACTOR fails to provide written notice within the 24-hour limitation noted above, CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

14. Safety:

A. CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to persons or property. CONTRACTOR will be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONTRACTOR on the jobsite will be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONTRACTOR will be notified immediately. CONTRACTOR will immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY will take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONTRACTOR in the planning of a safe work site.

F. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. CONTRACTOR will erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONTRACTOR will be responsible for the removal of all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONTRACTOR will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of Lake County.

I. CONTRACTOR will confine all equipment, materials and operations to the Service site and areas identified in the contract documents. CONTRACTOR will assume all responsibility for any damage to any such area resulting from the performance of the work.

J. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS will include the following information:

- i. The chemical name and the common name of the toxic substance

- ii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
- iv. The primary route of entry and symptoms of exposure.
- v. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
- vi. The emergency procedure for spills, fire, disposal and first aid.
- vii. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- viii. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

15. Underground Utilities: Any required ground digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities as a result of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs, if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

16. General Inspection Requirements:

A. CONTRACTOR will furnish the COUNTY with every reasonable accommodation for finding out whether the work performed, and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR will, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, CONTRACTOR will restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at CONTRACTOR'S expense. However, should the work exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

- i. If the COUNTY fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.
- ii. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven calendar days from the date the notice is given to correct the defective condition. If CONTRACTOR fails to correct the deficiency within the seven calendar days, the COUNTY may take any action necessary, including

correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR'S expense or terminating this contract. CONTRACTOR will not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract documents.

B. Should CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract documents, within the time indicated in writing, the COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals will be paid for out of any monies due or which may become due to CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective work and additional compensation due the COUNTY. CONTRACTOR will not be allowed an extension of the term of this contract because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.

C. If CONTRACTOR fails to honor the change order, the COUNTY may terminate this contract. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the contract price for such work or materials necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

D. When all or a portion of the cost of Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other governmental agency representative, but such inspections will not make the government or agency a party to this contract.

17. Service Materials and Storage:

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Service, except where recycled content is specifically requested, will be new, unused, of recent manufacture, and suitable for its intended purpose. All goods will be assembled, serviced, and ready for operation when delivered. In the event any of the materials supplied by CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to CONTRACTOR at CONTRACTOR'S expense and this contract may be terminated, or (2) the COUNTY may require CONTRACTOR to replace the materials at CONTRACTOR'S expense.

B. Materials will be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, will not be used in the work, and will be removed from the site by CONTRACTOR at CONTRACTOR'S expense. Until incorporated into the work, materials will be the sole responsibility of CONTRACTOR and CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, CONTRACTOR will furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose.

D. All unusable materials and debris will be removed from the premises at the end of each workday and disposed of in an appropriate manner.

18. Time for Completion and Extensions:

A. A written notice to proceed is required for the CONTRACTOR to schedule or begin work. CONTRACTOR will diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate CONTRACTOR'S work with the work of other contractors so that CONTRACTOR'S work or the work of others will not be delayed or impaired. CONTRACTOR will be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to CONTRACTOR'S fault or neglect, CONTRACTOR will notify the COUNTY in writing within 24 hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

C. If CONTRACTOR complies with the 24-hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. CONTRACTOR will cooperate with the COUNTY'S investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact CONTRACTOR'S construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

19. Changes in the Scope of Services:

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and CONTRACTOR will execute the change order. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this contract. The amount of the change will be computed from such values and added to or deducted from the contract price.

B. If the COUNTY and CONTRACTOR are unable to agree on the change order for a requested change, CONTRACTOR agrees to promptly perform the change as directed in writing by the COUNTY. If CONTRACTOR disagrees with the COUNTY'S adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had. For work not contemplated by the original contract, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum 10% markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs will be permitted, with a maximum 5% markup thereon by CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of 15% of the amount of changed work. All compensation due CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

C. The COUNTY will not be liable to CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order will represent full and complete compensation to CONTRACTOR for labor, materials, incidental expenses, overhead, profit, costs and time associated with the work authorized by such change order.

D. Execution by CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

E. Upon receipt of an approved change order, changes in the Scope of Services will be promptly performed. All changes in work will be performed under the terms and conditions of this contract.

F. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

20. Claims and Disputes:

A. Claims by CONTRACTOR will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONTRACTOR will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONTRACTOR will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONTRACTOR will be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. CONTRACTOR will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

21. Acceptance of the Work and Final Payment: The work and services rendered under this contract will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the COUNTY and will be in compliance with the terms herein, in accord with the specifications and of the highest quality. Any goods or services purchased under this contract may be tested/inspected for compliance with the specifications listed.

22. Final Inspection: When all materials have been furnished, all work has been performed, and the construction contemplated by this contract has been satisfactorily completed, the COUNTY will make the final inspection. The final inspection will be completed within five business days of receipt of notification from the CONTRACTOR that the Service is ready. The COUNTY will notify CONTRACTOR, if necessary, of any deficiencies with the Service, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

23. Maintenance of Work: CONTRACTOR will maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance will be maintained until final acceptance by the COUNTY.

24. Final Acceptance: When the Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties will make an inspection of the Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. CONTRACTOR will have 10 calendar days to correct all deficiencies. An \$80.00 re-inspection fee will be applied for the third inspection and any required re-inspection thereafter. The COUNTY will have the right to exclude CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this contract has been completely performed by CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to CONTRACTOR in accordance with this contract, and after CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

25. Waiver of Claims: CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

26. Termination of Contractor's Responsibilities: This contract will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. CONTRACTOR will then be released from further obligation except as set forth in this contract.

27. Recovery Rights Subsequent to Final Payment: The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONTRACTOR be discovered after the final payment has been made, to claim and recover from CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

28. Warranties:

A. All warranties will begin on the date of the COUNTY'S acceptance of the Service which will be the date final payment is issued to CONTRACTOR and will last for a period of 12 months unless otherwise specified in the Scope of

Services, plans or specifications. CONTRACTOR will obtain and assign to the COUNTY all express warranties given to CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Service.

B. CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. CONTRACTOR warrants to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement will remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

C. If sod is used as part of an individual Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within 60 days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

D. CONTRACTOR will be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five calendar days after the COUNTY notifies CONTRACTOR of such deficiency in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its contract and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

E. Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. The COUNTY and CONTRACTOR recognize that, since time is of the essence for this contract, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

F. The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing the Service within the time specified, the COUNTY may require CONTRACTOR to stop work on any other project or service to the COUNTY until the Service specific in this Contract is complete and the Liquidated damages Sum is satisfied.

29. **Sanitation:** If the Service does not involve interior work, CONTRACTOR will be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use will be strictly enforced. The location of these conveniences will be subject to the COUNTY'S Project Manager's approval. All such facilities will be installed and maintained by CONTRACTOR in accordance with applicable federal, state, and local laws.

30. **Submittals and Equal Products:**

A. Submittals of products required for the Service assigned to CONTRACTOR hereunder, will be supplied to the COUNTY for pre-approval prior to the start of the work. These documents will be provided to the COUNTY at least one week before the installation.

B. If a product or service requested by the COUNTY for the Service has been identified in the specifications by a brand name and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of product or service that will be acceptable. If CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by CONTRACTOR to the COUNTY. The COUNTY will make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished will be clearly identified. A formal submittal for the alternate/shop drawings will be submitted. The evaluation of the alternate and the determination on acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in CONTRACTOR'S response. To ensure that sufficient information is available, CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

31. **Fees:** The following is a list of fees that may be assessed to CONTRACTOR during the term of this contract. These fees are assessed to help offset the additional costs associated with the COUNTY'S labor and vehicle usage required for unnecessary inspections or missed appointments. The \$80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

Missing scheduled appointments	\$70.00 each occurrence
Failure to respond to emergency calls	\$250.00 per day
Late to emergency calls	\$36.00 per hour
Inspected unacceptable workmanship	\$80.00 each inspection
Failure to provide any and all required documentation or reports	\$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day

32. Termination: This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be canceled, and CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this contract.

33. Assignment of Contract: This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONTRACTOR of liability and obligations under this contract and all transactions with the COUNTY must be through CONTRACTOR. Additionally, unless otherwise stipulated herein, CONTRACTOR will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

34. Insurance:

A. CONTRACTOR will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Coverage must be provided on a per project basis.

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000.
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD
OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

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

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

35. Indemnity: The CONTRACTOR will indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. CONTRACTOR agrees to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Contract.

36. Independent Contractor: CONTRACTOR, and all its employees, agree that they will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, or partner of, or in a joint venture with, the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and will not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

37. Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this contract 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

38. Return of Materials: Upon the request of the COUNTY, but in any event upon termination of this Contract, CONTRACTOR will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONTRACTOR by the COUNTY pursuant to this contract.

39. Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

40. Conflict of Interest: CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

41. Retaining Other Contractors: Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a County representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

42. Accuracy: During this contract, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

43. Right to Audit:

A. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY'S choosing. The CONTRACTOR will provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONTRACTOR will retain all records pertaining to this contract and upon request make them available to the COUNTY for three complete calendar years following expiration of the contract. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed 90 calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this contract.

44. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

45. Business Hours of Operation: Unless otherwise specified in the technical specifications, all work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work will be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. Special schedules may be established if necessary, because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of \$250.00 per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

46. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the contract will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

47. Protection of Property:

A. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest will be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property will either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

B. If the Service is to be completed within COUNTY facilities, CONTRACTOR will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture will either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONTRACTOR will be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR while the work is completed.

48. Risk of Loss: CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party.

49. Accident Notification: If in the course of completing work as part of this contract there is an accident that involves the public, CONTRACTOR will as soon as possible inform the COUNTY of the incident by telephone. CONTRACTOR will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to the COUNTY.

50. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

51. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.

52. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.

53. The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

54. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

55. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

56. The failure of any party hereto at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Contract.

57. During the term of this contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or

manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this contract is conditioned upon the veracity of this statement of assurance.

58. The CONTRACTOR will at all times comply with all Federal, State and local laws, rules and regulations.

59. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

60. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract is specific to a County department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

61. The CONTRACTOR will act as the prime contractor for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

62. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.

63. Wherever provision is made in this contract for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to the CONTRACTOR:

Kirk Rouse
Leesburg Concrete Company Incorporated
1335 Thomas Avenue
Leesburg, Florida 34748

If to the COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

64. Scope of Contract. This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding

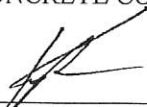
CONTRACT FOR PRE-CAST CONCRETE STRUCTURES, RFP #22-908B

any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications. This contract contains the following exhibits, all of which are incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Pricing Sheet

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this contract on the dates under each signature.

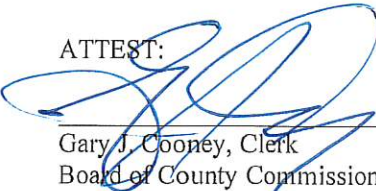
LEESBURG CONCRETE COMPANY, INCORPORATED


Kirkland Rouse, President
License No. CBC1254153

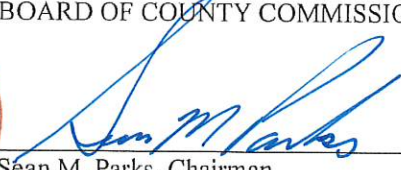
This 28 day of February, 2022.

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida




Sean M. Parks, Chairman

This 6th day of April, 2022.

Approved as to form and legality:


Melanie Marsh, County Attorney

PRECAST CONCRETE STRUCTURES AT COUNTY PARKS**1. SCOPE OF SERVICES**

- 1.1. Contractor shall provide turnkey, precast concrete restrooms and similar structures and install on a Contractor-provided foundation on an as needed basis. There is no guarantee of expenditure.
- 1.2. All work shall conform to manufacturer's structural requirements and specifications provided or implied in this Exhibit and related documents.
- 1.3. Specifications included in this exhibit and related documents describe various functions and classes of work required for project completion. Omissions of inherent technical functions or classes of work will not relieve Contractor from furnishing, installing, or performing required work for satisfactory completion.
- 1.4. Specifications shall include but not be limited to structural integrity, materials used, design loads, finishing options, available accessories, delivery methods, site procedures, other execution procedures and other information

2. PRECAST STRUCTURE SPECIFICATIONS**2.1. General**

Structures shall have engineering calculations/drawings designed and sealed by a professional engineer licensed to practice in the State of Florida.

2.2. Precast Structure Specifications

Structures shall be delivered and placed on a Contractor-provided stone foundation constructed in accordance with manufacturer's recommendations with all necessary openings.

2.3. Material May be Maintenance Certified

Materials supplied by Contractor may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) provided materials are warranted for merchantability and carry a warranty equal to new products. In the event any of the materials are found to be defective or do not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the Contractor at the Contractor's expense; or (2) require Contractor to replace the materials at Contractor's expense. Contractor's supplier of maintenance certified equipment should be easily identifiable by the County.

2.4. Catalogs and Price Lists Should be Submitted with Offer

Contractor shall provide additional sets of the manufacturer's product catalogs and price lists at no additional cost to the County upon request.

3. CONTRACTOR'S RESPONSIBILITIES.

- 3.1. Contractor shall be appropriately licensed to perform all tasks related to this service.
- 3.2. Contractor shall furnish all labor, material, and equipment needed for satisfactory contract performance.
 - 3.2.1. All material, workmanship, and equipment are subject to the inspection and approval of the County's Project Manager.

PRECAST CONCRETE STRUCTURES AT COUNTY PARKS

- 3.3. Contractor shall be responsible for obtaining signed/sealed engineering building plans and any associated expenses.
- 3.4. Contractor shall furnish plans to the Building Services Division to obtain all required building permits.
 - 3.4.1. Contractor shall be responsible for obtaining all permits and fees associated with the installation and full functionality of precast structures.
 - 3.4.2. Contractor shall provide a copy of all obtained permits to the County Project Manager prior to start construction.
 - 3.4.3. Contractor shall be responsible for installing a permit posting box unit so approved plans and permits are on site for inspectors.
- 3.5. Contractor shall conform to all relevant Federal, State, and County regulations.
 - 3.5.1. Any fines levied for failure to comply will be borne solely by the Contractor.
- 3.6. No work may be done on weekends or between the hours of 5:00 p.m. and 8:00 a.m.
 - 3.6.1. The County Project Manager may allow an exception when it is deemed necessary.
- 3.7. Contractor shall be responsible for the Maintenance Of Traffic (MOT) while complying with FDOT and other agency requirements.
 - 3.7.1. County reserves the right to cease operation if Contractor is deficient.
 - 3.7.2. Contractor shall provide a minimal inconvenience to the public and traffic.
 - 3.7.3. If Contractor utilizes roadways with slow moving equipment, no more than three (3) vehicles shall be backed up behind them before pulling to the side to let traffic pass.
 - 3.7.4. All costs associated with MOT shall be included in Contractor's price.
 - 3.7.5. All lane closures shall have the prior approval of the County Project Manager. No road closures shall be allowed except in the case of emergencies.
 - 3.7.6. Contractor shall be financially responsible for an off-duty police officer as needed.
- 3.8. Contractor shall be responsible to connect all utilities, if any, up to a maximum of 50' from the desired install location and shall be also responsible to obtain all necessary utility permits.
 - 3.8.1. Contractor shall be responsible to locate all underground utilities as needed.
- 3.9. Contractor shall be responsible for all site clearing and rough grading including, excavation for sub-base.
 - 3.9.1. Contractor shall be responsible for all necessary clean fill material, grading and compaction to level site area before construction of precast concrete building.
 - 3.9.2. Contractor shall protect all existing vegetation on or adjacent to the site unless it interferes with the project as confirmed by the County Project Manager.
 - 3.9.3. Contractor shall be responsible for re-grading and re-sodding areas disturbed during the work being completed. No grass seeding allowed.

PRECAST CONCRETE STRUCTURES AT COUNTY PARKS

- 3.10. Contractor shall be responsible to repair any damage caused during project work to sidewalks, curbs, pipes, drains, and other items.
- 3.10.1. County Project Manager will confirm acceptance of repairs.
- 3.10.2. If the repair is not in accordance with County standards, the County will make the repair and deduct the associated cost from the amount owed to Contractor.
- 3.11. Contractor shall deliver precast concrete building to the site in assembled modules or site assembled depending on size and set upon a level and compacted granular rock sub-base with up to a 100-ton crane.
- 3.12. The Contractor shall be responsible for planning and providing perimeter site fencing and signage as required to ensure the safety and security of the site from the public, including site neighbors and visitors, children, and staff during construction as well as after hours. If applicable, site facilities must remain open for public use during work.
- 3.13. Contractor shall be responsible for any needed dumpsters for otherwise discarded material.
- 3.13.1. Discarded material must be removed daily with jobsite remaining clean.
- 3.13.2. No discarded construction material shall remain on site or be illegally dumped.
- 3.14. Contractor shall provide adequate general user training to County personnel on the appropriate use of the materials or products as necessary.
- 3.15. Construction supported by state or federal funding may require Contractor to give employment/subcontracting preference. Contractor shall work in good faith with the County Project Manager to meet any funding source requirements including completion of any required documentation.

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Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide furnish, and install turn-key precast concrete structures. Services will be performed in accordance with the specifications listed and implied.

Alterations to locked cells may result in disqualification of submission.

Item	Description	Price
1	10' x 12' x 8'h storage building	\$61,684.00
2	30' x 8' x 8'h dugout	\$78,173.00
3	31' x 8' x 8'h dugout with storage	\$89,276.00
4	Blue Ridge Single Dry Vault Restroom	\$82,389.00
5	Sierra Outback Double Dry Vault Restroom	\$113,219.00
6	Logan Single Plumbed Restroom	\$81,028.00
7	Carson Double Plumbed Restroom	\$107,240.00
8	Sierra Outback Double Plumbed Restroom	\$113,510.00
9	Northlake Triple Plumbed Restroom	\$154,463.00
10	Volusia 6 stall Plumbed Restroom	\$239,188.00
11	20' x 24' x 8'h Concession with Four Stall Restroom	\$203,763.00
12	24' x 30' x 8'h Concession with Eight Stall Restroom	\$268,745.00
13	20' x 24' Site Assembled Panelized Building	\$92,053.00
14	20' x 30' Site Assembled Panelized Building	\$111,162.00

Additive Accessories and Options (Provide and Install)

Item	Description	Price
1	Xelerator Hand Dryer Model XLBW	\$1,090.00
2	2 Ton Bard HVAC with Heat and thermostat	\$5,895.00
3	Kohler china Soho White wall mounted sink	\$492.00
4	American Std Model # 3695.128 rear discharge toilet	\$1,030.00
5	Stainless steel urinal Acorn Engineering # 1709HEU	\$2,174.00
6	Stainless steel pit toilet Acorn Engineering #2131	\$1,430.00
7	Kohler K4991-ET-0 Bardon china urinal	\$498.00
8	Koala Kare Baby Changing St model # KKP-KB200-00	\$505.00

9	Electrical Package : 100 Amp panel with GE 12 circuit 24 space 100 Amp Main Breaker Load Center Interior <u>LED</u> lights (3) Portfolio 26.5 inch white <u>LED</u> with light diffusing shield. Exterior (2) Utilitech Pro 180 2-head motion activate <u>LED</u> flood light. (1) GFCI outlet.	\$4,475.00
9a	Price for each additional interior <u>LED</u> light	\$325.00
9b	Price for each additional GFCI outlet	\$156.00
10	SA 12" Centrifugal fiberglass exhaust fan, electric power is provided in building	\$587.00
11	4" deep concrete sidewalk with Fibermesh priced per sqft	\$15.00
12	6" deep concrete sidewalk with Fibermesh priced per sqft	\$18.00
13	200 Ton Crane Upcharge, 50' reach, per installation effort	\$9,000.00

Other fees not listed that could potentially be invoiced under this contract.

Item	Description	Price
1	Additional Freight and Labor outside of Lake County in the case of another entity is piggybacking this bid	\$5,900.00
2		
3		
4		
5		
6		

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Millennium Park Phase 1 & 2 Project - Owner Direct Purchase of Sports Field Lighting in the Amount of \$936,125

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT: Funding for the project has been allocated to account 301-541-60-6308.

HISTORY/FACTS/ISSUES:

The Millennium Park Phase 1 & 2 Project was approved by the Commission and awarded to Kingdom Construction (Kingdom) on February 13, 2025. As part of the project scope, it was determined that the park lighting system would be procured separately by the City through an Owner Direct Purchase (ODP) and was not included in the lump sum contract with Kingdom.

The lighting system will provide illumination for the soccer fields, softball fields, and surrounding areas. The total cost of the system is \$936,125, based on a Sourcewell contract purchase number 041123-MSL, as detailed in the attached proposal from Musco Lighting.

The City's engineering consultant, CPH, has reviewed the proposal and recommends approval.

Project: Millennium Park

Wildwood, FL

Date: February 14, 2025

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:

Sourcewell purchase – contract number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Field Description	QTY	\$ Per	Total
1) 360' x 225 Soccer	2	\$186,200	\$372,400
2) 300' Radius Softball	2	\$234,100	\$468,200
3) Control Link & Monitoring (delivered, not installed)	1	Included	Included
4) Pole in the Air Installation per R.S. Means	1	\$171,000	\$171,000
 Deduct for Wildwood	 1	 -\$75,475	 -\$75,475
TOTAL			\$936,125

Sales tax not included.**Payment Terms**

Musco accepts the credit terms established by City of Wildwood

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Attn: Amanda Hudnut

Fax: 800-374-6402

Email: musco.contracts@musco.com

All purchase orders should note the following:

Sourcewell purchase – contract number: 071619-MSL



Installation Services Provided

Install new Light Structure poles & fixtures for (2) 360 x 225 Soccer Field, (2) 300' Radius Softball Fields as per attached scope of work

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Bob DeCouto
Musco Sports Lighting, LLC
Phone: 407-421-5660
E-mail: bob.decouto@musco.com



Light Structure Green TM Pole in the Air Scope of Work Millenium Park - Wildwood

Owner / GC / EC - **Non-Musco** Responsibilities:

- 1) Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires, two wheel drive vehicle – no towing required.
- 2) Survey in pole locations and aiming points (one per field) for sighting in lighting cross – arms. Final grade elevations will also need to be marked if necessary.
- 3) Remove any trees, limbs, shrubs, etc. for total access to pole locations.
- 4) Removal, replacement, and repair of all fencing necessary for construction.
- 5) Repair and replacement of any field turf, asphalt, curbs, and/or concrete damaged during installation.
- 6) Locate and mark existing irrigation systems prior to excavation.
- 7) Pay for all permitting as required
- 8) Damages to grounding system once pole installation is completed requiring repair.
- 9) Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any and all fees associated with the water access and usage.
- 10) Receive offloaded Musco Contactor cabinet for installation
- 11) Installation of Musco supplied Controls and Monitoring Cabinet(s).
- 12) Customer's Contractor will commission Control Link by contacting Control Link Central once the entire system is energized.
- 13) Electrical design and installation to include landing power into each driver enclosure located approximately 15' above grade
- 14) Dispose of excavated spoils from augered hole.

Musco (**EC License # ECA000891**) Responsibilities:

- 1) Provide required poles, fixtures, Contactor Cabinet with Control Link, foundations, and associated designs.
- 2) Provide structural design for poles and foundations, cert. by a professional engineer licensed in the State of FL.
- 3) Provide layout of pole locations and aiming diagram.
- 4) Provide light test upon completion of works once owner supplied electrical system is energized.
- 5) Provide Project Management assistance as needed.

Musco Subcontractor Responsibilities:

- 1) Provide equipment and materials to off-load equipment at jobsite per scheduled delivery.
- 2) Off load Musco supplied Controls and Monitoring Cabinet(s). Inform Owner/GC/Site Electrical Contractor of its location on day of scheduled delivery.
- 3) Provide adequate trash container for cardboard waste and packing debris.
- 4) Provide storage containers for material, including ballast enclosures.
- 5) Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- 6) Obtain all required permits (paid for by owner or others)
- 7) Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage made to existing utilities during construction.
- 8) Remove augured spoils to owner-designated location at jobsite.
- 9) Provide materials and equipment to install () Light Structure System foundations as specified on Layout.
- 10) Provide materials and equipment to assemble and install () Light Structure GreenTM fixtures and terminate all necessary wiring form top of pole down to electrical enclosure located approximately 15' above grade.
- 11) Provide equipment and materials to assemble and erect () Light Structure System Poles.
- 12) Verify aiming points have been located and are correct before sighting in lighting cross-arms.
- 13) Keep all heavy equipment off of playing fields and surfaces whenever possible. Use due care to minimize damages when playing surface access is required.
- 14) Installation assumes Florida Class V standard soils of 2000 psf with no rock or abnormal collapsing holes.

Robert A. DeCouto



Millennium Sports Complex
Wildwood, FL

Lighting System

Pole/Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1	70'	70'	1	TLC-LED-1200	1.17 kW	A
		70'	1	TLC-LED-1200	1.17 kW	B
		70'	2	TLC-LED-900	1.76 kW	A
		70'	2	TLC-LED-900	1.76 kW	B
		16'	1	TLC-BT-575	0.57 kW	A
		16'	1	TLC-BT-575	0.57 kW	B
A2	70'	70'	1	TLC-LED-1200	1.17 kW	A
		70'	2	TLC-LED-900	1.76 kW	A
		16'	1	TLC-BT-575	0.57 kW	A
A3	70'	70'	1	TLC-LED-1200	1.17 kW	B
		70'	2	TLC-LED-900	1.76 kW	B
		16'	1	TLC-BT-575	0.57 kW	B
B1	70'	70'	6	TLC-LED-1200	7.02 kW	A
		70'	6	TLC-LED-1200	7.02 kW	B
		16'	1	TLC-BT-575	0.57 kW	A
		16'	1	TLC-BT-575	0.57 kW	B
B2	70'	70'	6	TLC-LED-1200	7.02 kW	A
		16'	1	TLC-BT-575	0.57 kW	A
B3	70'	70'	6	TLC-LED-1200	7.02 kW	B
		16'	1	TLC-BT-575	0.57 kW	B
C1-C2	70'	70'	4	TLC-LED-1200	4.68 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
C3-C4	70'	70'	4	TLC-LED-1200	4.68 kW	B
		16'	2	TLC-BT-575	1.15 kW	B
S1-S4	70'	70'	2	TLC-LED-1200	2.34 kW	C
		70'	3	TLC-LED-1500	4.23 kW	C
S5-S8	70'	70'	2	TLC-LED-1200	2.34 kW	D
		70'	3	TLC-LED-1500	4.23 kW	D
18			108		120.28 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Softball 1	33.86 kW	34
B	Softball 2	33.86 kW	34
C	Soccer 1	26.28 kW	20
D	Soccer 2	26.28 kW	20

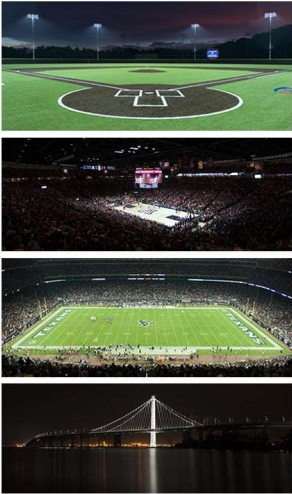
Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	16
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	60
TLC-LED-1500	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	24
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	8

Single Luminaire Amperage Draw Chart								
Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)							
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)	
Single Phase Voltage								
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5	
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0	
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6	
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3	

Light Level Summary

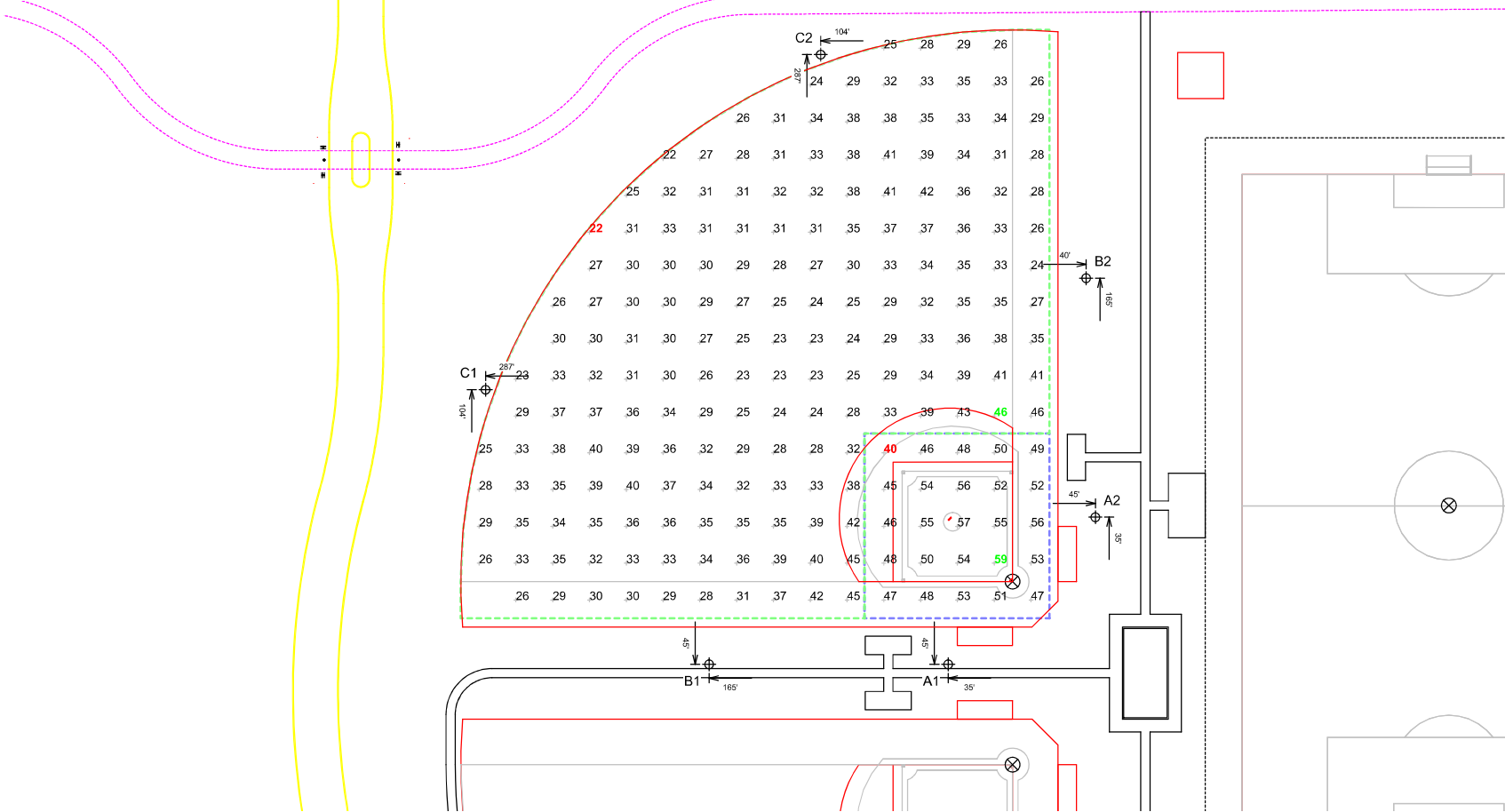
Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Soccer 1	Horizontal Illuminance	31.19	24	39	1.64	1.29	C	20
Soccer 2	Horizontal Illuminance	31.90	24	38	1.61	1.34	D	20
Softball 1 (Infield)	Horizontal Illuminance	50.90	40	59	1.48	1.27	A	34
Softball 1 (Outfield)	Horizontal Illuminance	32.06	22	46	2.15	1.48	A	34
Softball 2 (Infield)	Horizontal Illuminance	51.20	39	57	1.46	1.30	B	34
Softball 2 (Outfield)	Horizontal Illuminance	31.62	21	47	2.20	1.49	B	34

From Hometown to Professional



Equipment List for Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	A1	70'	-	70'	TLC-LED-1200	1/1*	1	1
				70'	TLC-LED-900	2/2*	2	2
				15.5'	TLC-BT-575	2	1	1
1	A2	70'	-	70'	TLC-LED-1200	1	1	0
				70'	TLC-LED-900	2	2	0
				15.5'	TLC-BT-575	1	1	0
1	B1	70'	-	70'	TLC-LED-1200	6/6*	6	6
				15.5'	TLC-BT-575	2	1	1
1	B2	70'	-	70'	TLC-LED-1200	6	6	0
				15.5'	TLC-BT-575	1	1	0
2	C1-C2	70'	-	70'	TLC-LED-1200	4	4	0
				15.5'	TLC-BT-575	2	2	0
6				Totals		45	34	11

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 60
0' 60' 120'
ENGINEERED DESIGN By: • File #139717A • 06-Sep-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Millennium Sports Complex		
Wildwood, FL		
Grid Summary		
Name Softball 1		
Size 300'/300'/300' - basepath 60'		
Spacing 20.0' x 20.0'		
Height 3.0' above grade		
Illumination Summary		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
Guaranteed Average	50	30
Scan Average	50.90	32.06
Maximum	59	46
Minimum	40	22
Avg/Min	1.27	1.48
Guaranteed Max/Min	2.5	2.5
Max/Min	1.48	2.15
UG (adjacent pts)	1.20	1.45
CU	0.70	
CV	0.09	0.16
No. of Points	25	181
LUMINAIRE INFORMATION		
Applied Circuits	A	
No. of Luminaires	34	
Total Load	33.86 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

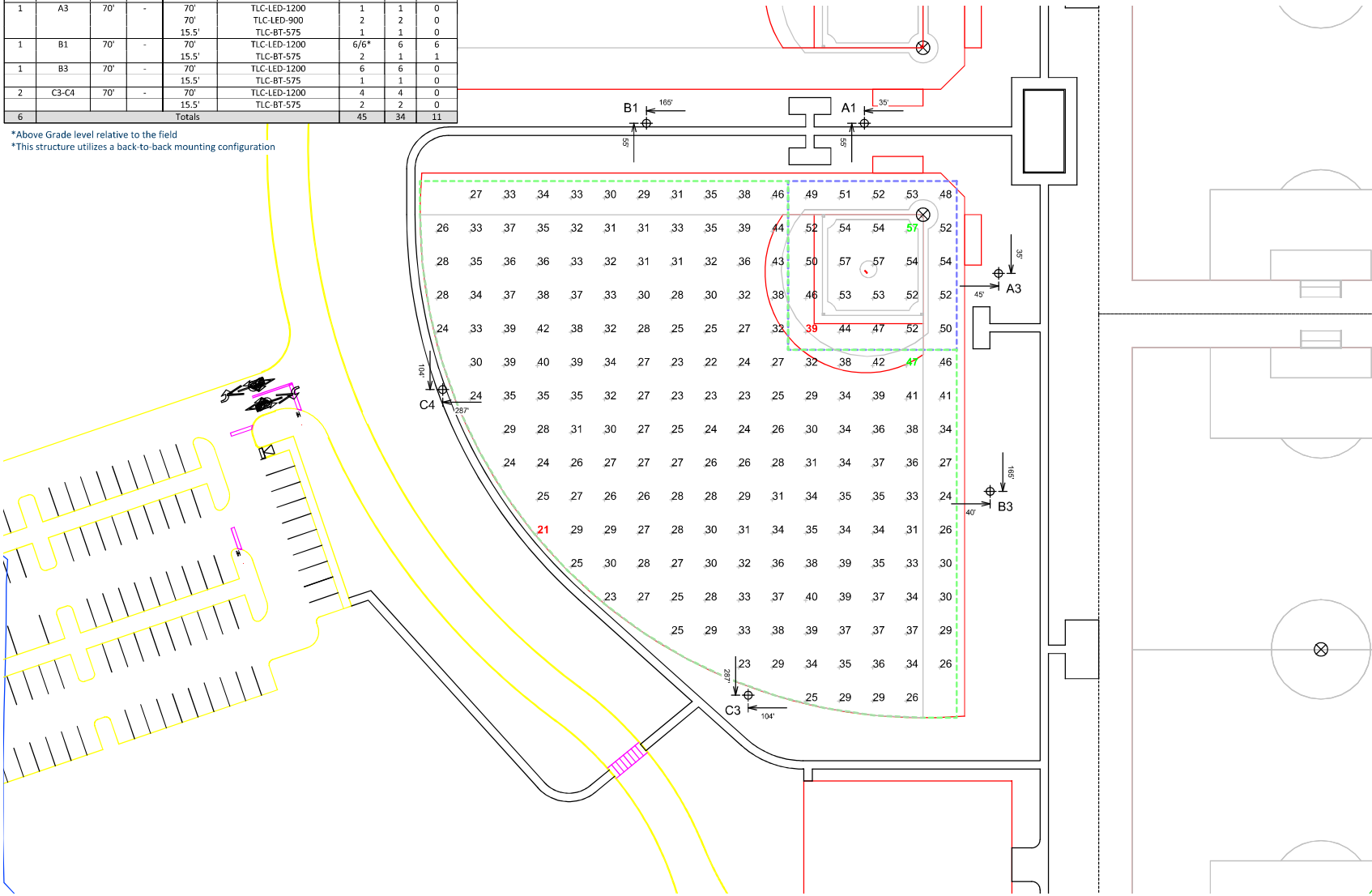


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ILLUMINATION SUMMARY

Equipment List For Areas Shown									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS	
1	A1	70'	-	70'	TLC-LED-1200	1/1*	1	1	
				70'	TLC-LED-900	2/2*	2	2	
				15.5'	TLC-BT-575	2	1	1	
1	A3	70'	-	70'	TLC-LED-1200	1	1	0	
				70'	TLC-LED-900	2	2	0	
				15.5'	TLC-BT-575	1	1	0	
1	B1	70'	-	70'	TLC-LED-1200	6/6*	6	6	
				15.5'	TLC-BT-575	2	1	1	
1	B3	70'	-	70'	TLC-LED-1200	6	6	0	
				15.5'	TLC-BT-575	1	1	0	
2	C3-C4	70'	-	70'	TLC-LED-1200	4	4	0	
				15.5'	TLC-BT-575	2	2	0	
6				Totals		45	34	11	

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 60
0' 60' 120'
ENGINEERED DESIGN By: • File #139717A • 06-Sep-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Millennium Sports Complex
Wildwood, FL

Grid Summary	
Name	Softball 2
Size	300'/300'/300' - basepath 60'
Spacing	20.0' x 20.0'
Height	3.0' above grade

Illumination Summary		
	MAINTAINED HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average	50	30
Scan Average	51.20	31.62
Maximum	57	47
Minimum	39	21
Avg/Min	1.30	1.49
Guaranteed Max/Min	2	2.5
Max/Min	1.46	2.20
UG (adjacent pts)	1.19	1.45
CU	0.69	
CV	0.08	0.17
No. of Points	25	181
LUMINAIRE INFORMATION		
Applied Circuits	B	
No. of Luminaires	34	
Total Load	33.86 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

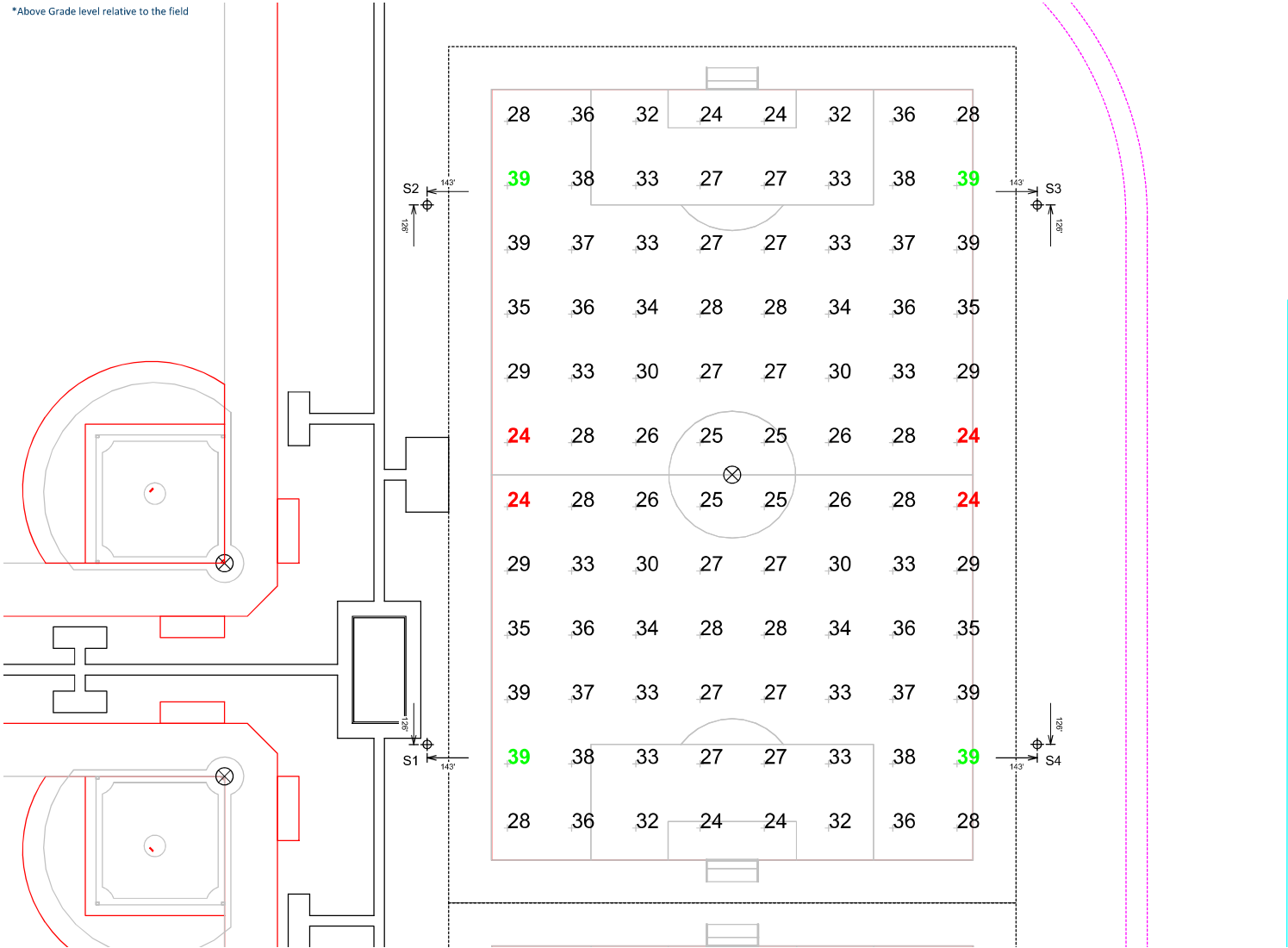


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ILLUMINATION SUMMARY

Equipment List For Areas Shown							
Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID
4	S1-S4	70'	-	70'	TLC-LED-1200	2	2
				70'	TLC-LED-1500	3	3
4				Totals		20	20
						0	0

*Above Grade level relative to the field



SCALE IN FEET 1 : 50
0' 50' 100'
ENGINEERED DESIGN By: • File #139717A • 06-Sep-24

Pole location(s) ⊕ dimensions are relative
to 0,0 reference point(s) ⊗

Millennium Sports Complex	
Wildwood, FL	
Grid Summary	
Name	Soccer 1
Size	360' x 225'
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Guaranteed Average	30
Scan Average	31.19
Maximum	39
Minimum	24
Avg/Min	1.29
Guaranteed Max/Min	2.5
Max/Min	1.64
UG (adjacent pts)	1.39
CU	0.80
CV	0.15
No. of Points	96
LUMINAIRE INFORMATION	
Applied Circuits	C
No. of Luminaires	20
Total Load	26.28 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

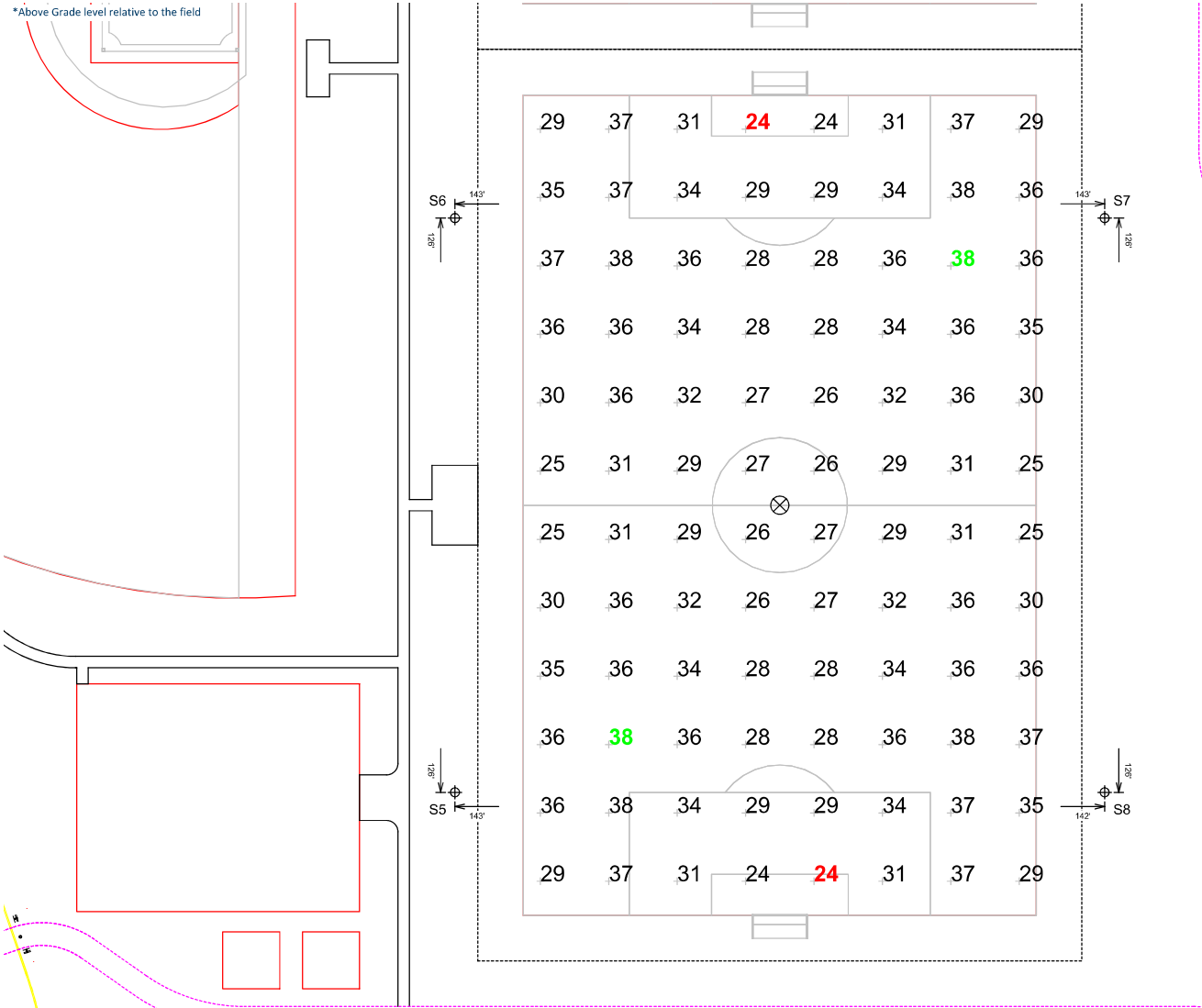
We Make It Happen.

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ILLUMINATION SUMMARY

Equipment List For Areas Shown							
Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID
4	S5-S8	70'	-	70'	TLC-LED-1200	2	2
				70'	TLC-LED-1500	3	3
4					Totals	20	20

*Above Grade level relative to the field



SCALE IN FEET 1 : 50
0' 50' 100'
ENGINEERED DESIGN By: • File #139717A • 06-Sep-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Millennium Sports Complex

Wildwood, FL

Grid Summary	
Name	Soccer 2
Size	360' x 225'
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Guaranteed Average	30
Scan Average	31.90
Maximum	38
Minimum	24
Avg/Min	1.34
Guaranteed Max/Min	2.5
Max/Min	1.61
UG (adjacent pts)	1.32
CU	0.81
CV	0.13
No. of Points	96
LUMINAIRE INFORMATION	
Applied Circuits	D
No. of Luminaires	20
Total Load	26.28 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

Millennium Sports Complex

Wildwood, FL

Grid Summary

Name Spill 150ft Offset
Spacing 30.0' x 10.0'
Height 3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average	0.03
Maximum	0
Minimum	0
Avg/Min	-
Max/Min	-
UG (adjacent pts)	0.00
No. of Points	119
LUMINAIRE INFORMATION	
Applied Circuits	A,B,C,D
No. of Luminaires	108
Total Load	120.28 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

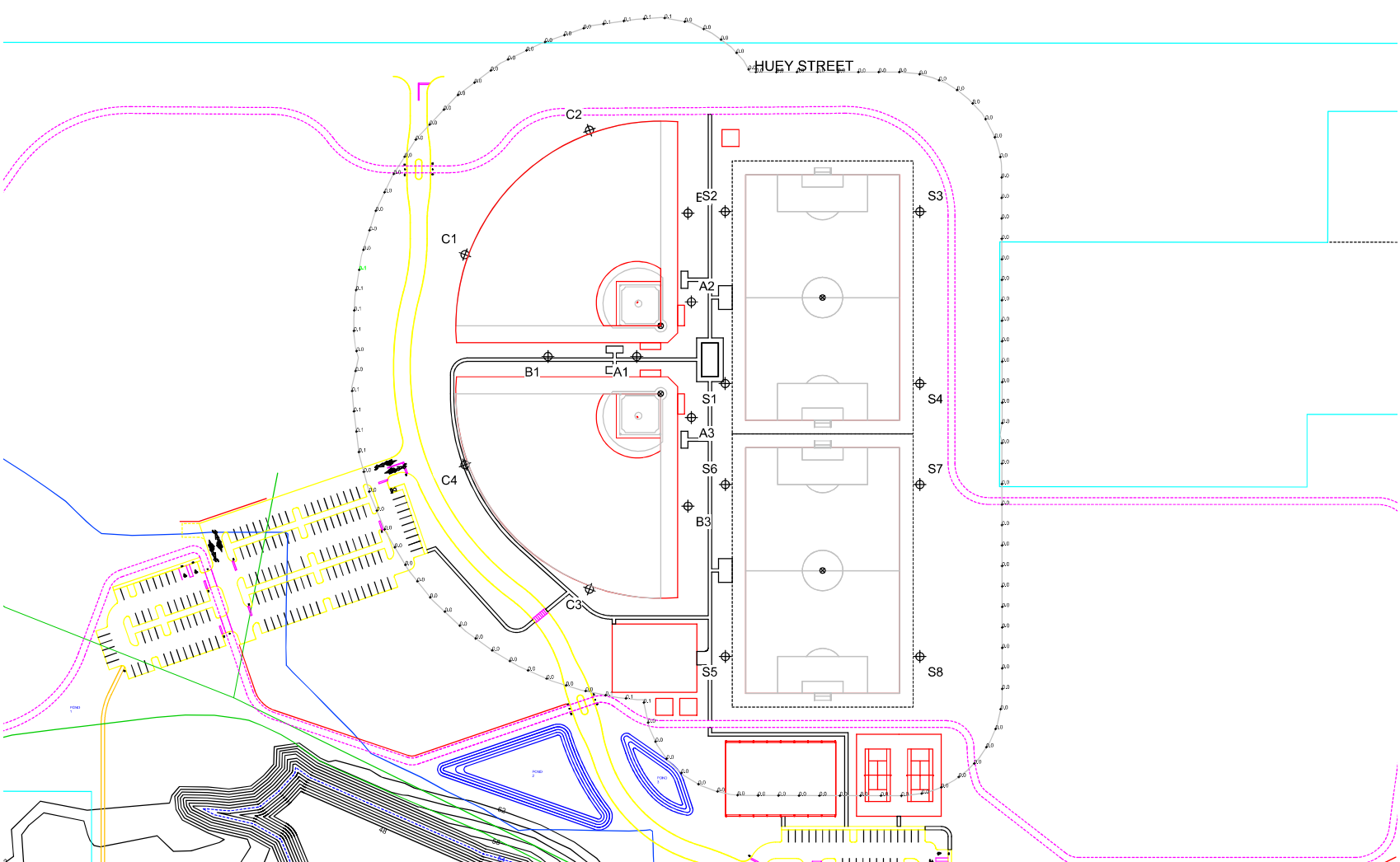
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



SCALE IN FEET 1 : 150
0' 150' 300'

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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Millennium Sports Complex

Wildwood, FL

Grid Summary

Name Spill 150ft Offset
Spacing 30.0' x 10.0'
Height 3.0' above grade

Illumination Summary

MAINTAINED MAX CANDELA (PER FIXTURE)	
Entire Grid	
Scan Average	3037.58
Maximum	8828
Minimum	1
Avg/Min	2142.53
Max/Min	6226.96
UG (adjacent pts)	0.00
No. of Points	119
LUMINAIRE INFORMATION	
Applied Circuits	A,B,C,D
No. of Luminaires	108
Total Load	120.28 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

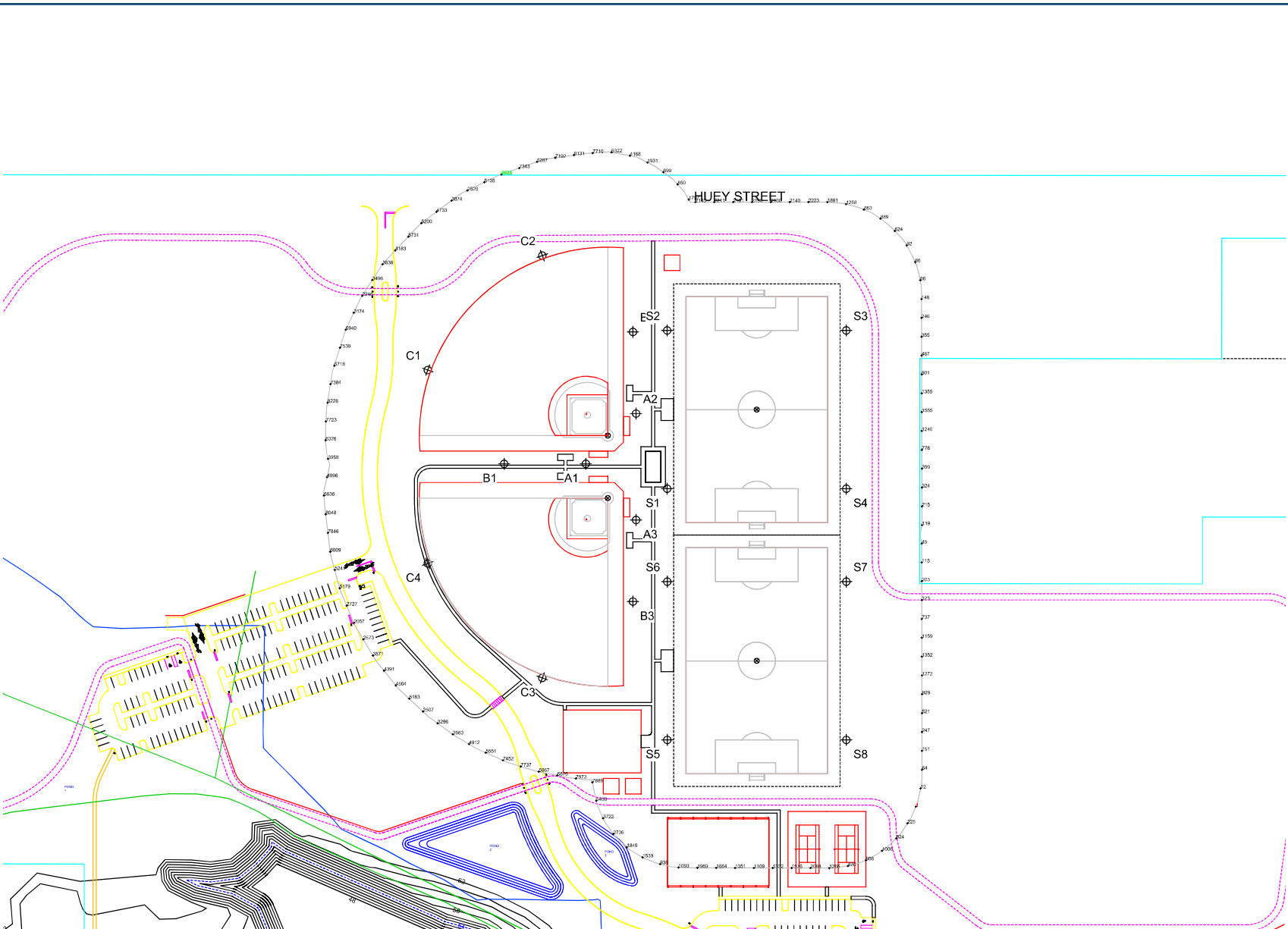
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

SCALE IN FEET 1 : 150
0' 150' 300'
ENGINEERED DESIGN By: • File #139717A • 06-Sep-24

Millennium Sports Complex

Wildwood, FL

Equipment Layout

INCLUDES:
· Soccer 1
· Soccer 2
· Softball 1
· Softball 2

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

QTY	LOCATION	Pole	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	Luminaires	
						LUMINAIRE TYPE	QTY/POLE
1	A1	70'	-	70'	70'	TLC-LED-1200	1/1*
				70'	15.5'	TLC-LED-900	2/2*
				70'	15.5'	TLC-BT-575	2
2	A2-A3	70'	-	70'	70'	TLC-LED-1200	1
				70'	15.5'	TLC-LED-900	2
				70'	15.5'	TLC-BT-575	1
1	B1	70'	-	70'	70'	TLC-LED-1200	6/6*
				70'	15.5'	TLC-BT-575	2
2	B2-B3	70'	-	70'	70'	TLC-LED-1200	6
				70'	15.5'	TLC-BT-575	1
4	C1-C4	70'	-	70'	70'	TLC-LED-1200	4
				70'	15.5'	TLC-BT-575	2
8	S1-S8	70'	-	70'	70'	TLC-LED-1200	2
				70'	15.5'	TLC-LED-1500	3
18	Totals						108

*This structure utilizes a back-to-back mounting configuration

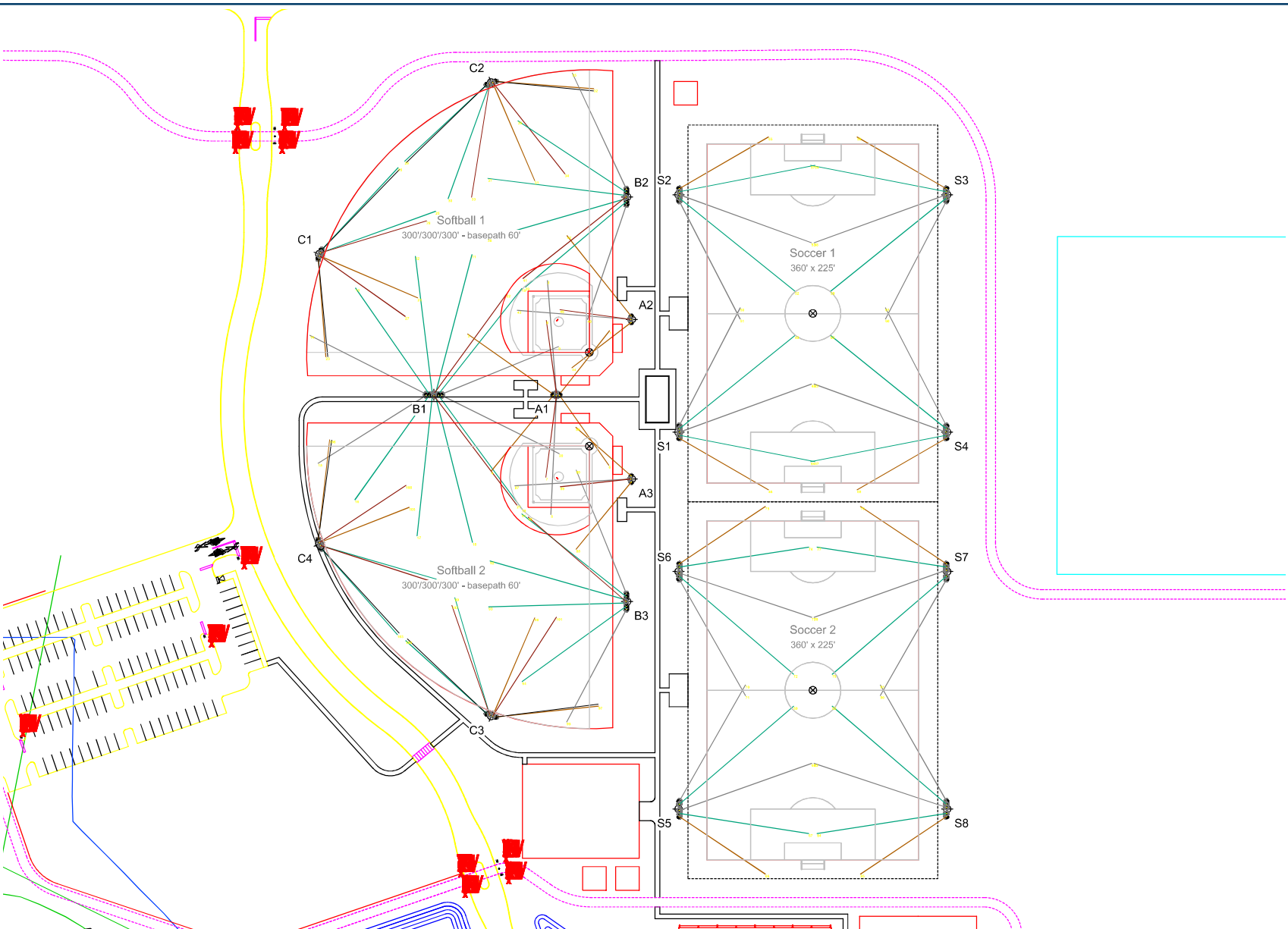
Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3



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EQUIPMENT LAYOUT



SCALE IN FEET 1 : 100
0' 100' 200'

ENGINEERED DESIGN By: • File #139717A • 06-Sep-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

**Solicitation Number: RFP #041123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

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

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

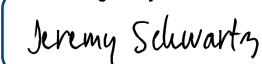
R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

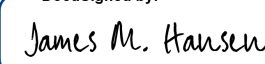
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC
DocuSigned by:

By: 05A9E224EF374DF...
James M. Hansen
Title: Secretary
Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 6/23/2023 | 2:44 PM CDT

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name: Musco Sports Lighting, LLC
Address: 100 1st Ave West
PO Box 808
Oskaloosa, IA 52577
Contact: Amanda Hudnut
Email: musco.contracts@musco.com
Phone: 800-825-6030
Fax: 641-672-1996
HST#: 42-1511754

Submission Details

Created On: Tuesday February 21, 2023 07:22:41
Submitted On: Monday April 10, 2023 10:57:03
Submitted By: Jim Hansen
Email: jim.hansen@musco.com
Transaction #: 644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address: 216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. \$500K	Approx. \$10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. \$750K	Approx. \$6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. \$1.7M	Approx. \$6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. \$900K	Approx. \$6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. \$400K	Approx. \$5.9M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshow, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshow and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.	*
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warranted period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

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

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded "Musco Solutions and Testimonial videos" document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, "Musco often is calling me to schedule a repair before I even know I had a problem."	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco's lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcwell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcwell member. Musco and the Sourcwell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. - Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. - Each contract project PO is checked and validated that it is an awarded contract purchase - Project awarded contract fee is validated as correct - When validation complete, report sent to cooperative purchasing organization - As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports - Invoice documents for projects of a contract member are available for review upon request
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirit of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

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

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

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	☒ Yes ☐ No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	☒ Yes ☐ No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Wednesday March 15, 2023 15:13:04
 - [Standard Transaction Document Samples](#) - Document Samples.zip - Wednesday March 15, 2023 15:13:17
 - [Upload Additional Document](#) - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☒	1

Musco Sports Lighting, LLC #041123-MSL

Pricing for contract #041123-MSL is provided at 5% off list price for materials to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount for the materials applied.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Millennium Park Phase 1 & 2 Project - Owner Direct Purchase of the Pedestrian Bridge in the Amount of \$113,160

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT: Funding for the project has been allocated to account 301-541-60-6308.

HISTORY/FACTS/ISSUES:

The Millennium Park Phase 1 & 2 Project was approved by the Commission and awarded to Kingdom Construction (Kingdom) on February 13, 2025. As part of the project design phase, it was determined that the pedestrian bridge over the pond would be procured separately by the City as an Owner Direct Purchase (ODP), and was not included in the lump sum contract awarded to Kingdom.

The design standard for the pedestrian bridge was established during the project design phase. The project engineer solicited design options with estimated costs from multiple vendors to establish the basis of design. Pioneer Bridges submitted the lowest responsive proposal that met the selected weathering steel design criteria. The total cost of the pedestrian bridge is \$113,160, as outlined in the attached proposal from Pioneer Bridges. The City's engineering consultant, CPH, has reviewed the proposal and recommends approval.



Date: **March 25, 2025**
Company: **Bidding Contractors**
Attention: **Estimating Department**
Phone:
Fax:
Project Reference#: **DY-3675**
Project Name: **Millennium Park Pedestrian Bridge**

Contact: **Darryl Yates (John 3:16)**
Office: **(866)-708-5778**
Cell: **256-996-2342**

We are pleased to quote you a price on the prefabricated Pioneer Bridge(s) described below.
This bridge(s) will be fabricated from atmospheric corrosion resistant weathering steel.
The floor will be pressure treated Southern Yellow Pine planks.
Shop drawings stamped by a professional engineer registered in the state of FL will be provided.

Location: Wildwood, Florida

Style:	Cornerstone
Width:	10'-0"
Span:	85'-0"
Finish:	Weathering
Floor:	3" Wood
Number of pieces:	2
Design Criteria:	AASHTO
Live Load (psf):	90
Dead Load (psf):	34
Vehicle Load (kips):	10
Lifting Weight (lbs)*:	33,764
Vert. Reaction (kips)*:	52.7
Horiz. Reaction (kips)*:	11.5
Truss Height (feet):	8.00
Railing Height:	54"
Safety Rails:	Pickets
Rail Opening:	4"
Rubrail:	lpe 5/4 x 6

Bridge cost delivered

\$113,160

Delivery: 20 to 24 weeks (delivery schedule subject to backlog at time of drawing approval).
Bridge(s) will be delivered to the nearest site easily accessible to over-the-road trucks.
Not included: Sales tax, unloading, erection, supports, bonding, anchor bolts and abutment designs.
Terms: 1/3 down, net 30 days after delivery (pending credit approval) This quote is per our standard terms and conditions and is good for 30 days. Please call if you have any questions.

Darryl Yates
Bridge Specialist

dyates@pioneerbridges.com

* values are approximate until engineering is complete

Pioneer Bridge

Estimated Cost: \$113,160.00

Material Composition: Weathered Steel with Southern Yellow Pine Plank Decking



Bridge Brothers

Estimated Cost: \$317,458.00

Material Composition: Weathered Steel with Pine Plank Decking



York Bridge Concepts

Estimated Cost: \$117,000.00

Material Composition: Timber with weathered steel caps



CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Wildwood WRF Additional Services (Construction Administration) for CPH Engineering in the Amount of \$3,654,220.00

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: CPH Consulting, LLC
Effective Date: 03/28/2025 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: Funds for this service are available in account 402-536-70-7353, Wastewater Treatment Plant Project.

HISTORY/FACTS/ISSUES:

This additional scope of services includes construction administration services for the construction of Phase 1 and 2 of the wastewater treatment facility expansion. The scope of work encompasses construction administration (C/A), resident project representative efforts, coordination with the Construction Manager at Risk (CMAR), and additional FDEP State Revolving Fund (SRF) services.

These services were not included in the previously approved CPH design contract. Staff recommends approval for CPH Engineering to conduct the necessary additional services for a total amount of \$3,654,220.00. Please see the attached document for the detailed scope of services.

April 4, 2025

Jason McHugh, CMP, AICP
City Manager
City of Wildwood
100 North Main Street
Wildwood, FL 34785



1117 East Robinson Street
Orlando, FL 32801
Phone: 407-425-04521

Project Description: Wildwood WRF – Additional Services - CMAR Coordination, Construction Administration, and FDEP SRF Assistance (**Phase 1 and 2**)

Dear Jason

CPH is pleased to provide this additional scope of service for the above referenced project. CPH was originally approved (Purchase Order No. 23-00078) on October 13, 2022, to provide design and associated services for the existing Wildwood WRF Expansion and Improvements project.

This Scope of Services includes construction administration (C/A) services for 24 months for the construction of Phases I and II of the wastewater treatment facility expansion improvements. The work includes C/A, resident project representative efforts, coordination with the Construction Manager at Risk (CMAR), and additional FDEP State Revolving Fund (SRF) services. The details of the Scope of Services are provided in **Exhibit I**, and our subconsultant proposals are attached in **Exhibit II**.

BASIS OF COMPENSATION:

The additional services lump sum fee is **\$3,654,220.00**, (including Bailey's fee of \$935,880.00, and Aclus's fee of \$417,040.00, **Exhibit II**). The manhour breakdown table is provided in as **Exhibit III**, and the fee breakdown as follows:

PHASE 1:

1.0 - CMAR Coordination	= \$ 153,850.00
<u>2.0 - Construction Administration</u>	<u>= \$ 781,800.00</u>
➤ Total Lump Sum Fee	= \$ 935,650.00

PHASE 2:

3.0 - CMAR Coordination	= \$775,050.00
<u>4.0 - Construction Administration</u>	<u>= \$1,442,480.00</u>
➤ Total Lump Sum Fee	= \$2,217,530.00

<u>5.0 - Funding Assistance</u>	<u>= \$453,040.00</u>
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➤ Expenses	= \$48,000.00
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<u>TOTAL</u>	<u>= \$3,654,220.00</u>
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SCHEDULE:

CPH continues to work with the City and Garney on progressing this project and will perform the CMAR Coordination services listed herein, upon approval by the City. Additionally, the concurrent construction schedule for Phases 1 and 2 improvements is estimated to be 24 months, and it is understood that CPH will perform these services under the sole direction of the CITY.

CPH appreciates this opportunity to provide our services to the City of Wildwood. If the City agrees with the terms and additional fees proposed, please execute the Acceptance page as provided and return a copy for our use and records.

ADDITIONAL TERMS AND CONDITIONS:

Terms and Conditions required to be included in this agreement in accordance with FDEP Grant Agreement Number QG007 are included in **Exhibit IV**.

CPH, Consulting, LLC

By: A handwritten signature in blue ink, appearing to read "Scott A. Breitenstein", is written over a horizontal line.

Scott A. Breitenstein, P.E.
Division Manager- Treatment Facilities
Branch Manager – Orlando

ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this proposal on this _____ day of _____, 2025.

CITY:
CITY OF WILDWOOD, FLORIDA

Signature

Name: Jason F. McHugh

Title: City Manager

Date: _____



Signature

CONSULTANT:
CPH Consulting, LLC

Name: Scott A. Breitenstein, P.E

Title: Division Manager – Treatment Facilities

Date: April 4, 2025



Signature

Name: David E. Mahler, P.E

Title: Chief Operation Officer – Infrastructure

Date: April 4, 2025

EXHIBIT I
(SCOPE OF SERVICES)



EXHIBIT I

SCOPE OF SERVICES

General

The construction work has been awarded as a Construction Manager At Risk (CMAR) to Garney Construction, herein identified as GARNEY.

CPH will serve as the CITY's professional engineering representative for those phases of the project to which this Scope of Services applies and will give consultation and advice to the CITY during the performance of these services.

The scope of professional services and associated fees included in this additional services proposal correspond to the scope of work and durations of the Guaranteed Maximum Prices (GMP) provided by Garney for Phase 1 (GMP No.1) and Phase 2 (GMP No. 2, being prepared by Garney).

Separately, and assumed to come later this year, Garney is to provide GMP No. 3 for the remaining construction work, and at that time, CPH will provide the C/A services proposal for professional services associated with the Phase 3 construction (GMP No. 3).

Under the original purchase order, CPH has prepared and submitted to the FDEP SRF program the draft of the wastewater facilities plan, the request for inclusion form that included the City prepared capital finance plan related to obtaining a construction loan. This additional services proposal includes the services necessary for integrating the City's other funding activities and the SRF requirements during construction. See **Task 5.0** below and Aclis's proposal in **Exhibit II** for greater detail of the scope services.

The tasks for the scope of professional services for this project generally includes the following:

Task 1 – CMAR Coordination – PHASE 1

Phase 1 (GMP No.1) generally includes access drive, influent force main, meter assembly, headworks, electrical building, master pump station, associated piping and appurtenances.

1. *GMP No. 1 Coordination and Responses*

- a. CPH will prepare written responses to questions by GARNEY during this phase of work, and issue clarifications and/or revised construction documents (conformed documents) and address comments related to project permits.
- b. CPH will address additional clarifications as forwarded by the CITY and/or GARNEY and will attend project coordination meetings, defined herein.

2. *General Project Administration*

- a. CPH will attend general project management activities, such as informal meetings, coordinate with the CITY and GARNEY on individual tasks, and perform administrative activities during the identified construction duration.
- b. CPH will prepare and submit to the CITY invoices for this assignment, and status reports as may be needed by the CITY.

Task 2 – Construction Administration Services – PHASE 1

1. *Attendance at Progress Meetings* – CPH will prepare for and attend monthly progress meetings with the CITY and GARNEY to discuss the progress of the construction.
2. *Review of Submittals, Re-submittals, and Samples* – CPH will review shop drawings, product literature, product samples, and other submittal data that GARNEY is required to submit. These shall be reviewed for general conformance with the design concept of the project, and general compliance with the information given in the Contract Documents in consultation with the CITY. CPH will issue comments on the information and/or drawings which do not conform to the design concept and comply with the information given in the Contract Documents. This subtask includes review of up to one (1) re-submittals and also includes review of preliminary and final O & M manuals as prepared by contractor. A third review of noncompliant submittal information may be considered as justification for additional services.
3. *Review of RFI's, Field Orders and Change Orders* – CPH will review and respond to requests for information (RFI). CPH will assist the CITY with the review of field order and change order requests and make recommendations for acceptance of any change orders.
4. *Review of Payment Applications* – CPH will, on a monthly basis, review GARNEY's application by:
 - a. Confirming it corresponds with work performed and materials provided and include:
 - b. Review the requested construction quantities with the CITY and make recommendation for approval of payment.
5. *Observe Construction and Demonstration Testing* – During project construction of Phase 1, CPH will perform site engineering visits to observe the progress and quality of the work and to determine if the work is proceeding in compliance with the permits and Contract Documents. CPH will inform the CITY in writing of any observed deficiencies and/or construction related issues.

In addition to assisting the CITY with site engineering visits, CPH will provide an on-site resident project representative (RPR) to review work being put in place and provide documentation reports of observed work being completed. CPH has included 40 hours per week initially for this inspection subtask, because Phase 2 work will not have started. Once Phase 2 starts the RPR will split their time between Phase 1 and Phase 2, so on average, 20 hours per week will be used for Phase 1, and remainder of their time will be allocated to Phase 2 while both phases are being done concurrently. CPH's RPR and site engineering visits will allow CPH to certify completion of work as the Engineer of Record. CPH will also assist with Substantial Completion inspections, issue certificates of Substantial Completion and attend the Final Completion inspection.

6. *Punchlist* – At the end of Phase 1, and when GARNEY requests a Substantial Completion field review, CPH will perform a field review with City staff and provide a punch list for items to be corrected by GARNEY prior to Final Completion. The punch list will be created in accordance with the Contract Documents and in collaboration with the CITY. CPH shall manage the punch list and must sign off on each item prior to GARNEY receiving notice of Final Completion for this phase of work. This subtask includes one (1) follow up inspections after GARNEY deems the punch list complete.

7. *Submit Permit Certifications* – Based on work observations during construction and concurrence by CITY representatives that the work has been completed for Phase 1; CPH will prepare and submit the required FDEP Wastewater Permit Clearance (partial and FDEP Environmental Resource Permit (ERP) inspection and as-built certification.
8. *Preparation of Record Drawings* – CPH will prepare record drawings based on surveyed drawing information provided by GARNEY.
9. *Phase 1 Closeout and Startup* – CPH will compile contract closeout documents. CPH will prepare statements of completion certifying completion of the work, and submit statements in accordance with the Contract Documents, and the requirements of the FDEP. CPH will provide start-up services to verify that each component is operational within the design requirements. Start-up and training shall be performed by GARNEY in the presence of the CITY and be accepted by the CITY prior to completion.
10. *Electrical Construction Administrative Services* – CPH's Sub (Bailey) will provide services as described above within the scope of their expertise (**See Exhibit II**).

Task 3 – CMAR Coordination – PHASE 2

Phase 2 (GMP No.2) generally includes access drive, clarifiers, filters, chlorine contact chamber, generator, building, transfer pump station, associated piping/appurtenances, and additional yard piping through existing treatment plant.

1. *GMP No. 2 Coordination and Responses*
 - a. CPH will prepare written responses to questions by GARNEY during this phase of work, and issue clarifications and/or revised construction documents (conformed documents) and address comments related to project permits.
 - b. CPH will address additional clarifications as forwarded by the CITY and/or GARNEY and will attend project coordination meetings, identified herein.
2. *General Project Administration*
 - a. CPH will attend general project management activities, such as informal meetings, coordinate with the CITY and GARNEY on individual tasks, and perform administrative activities during the identified construction duration.
 - b. CPH will prepare and submit to the CITY invoices for this assignment, and status reports as may be needed by the CITY.

Task 4 – Construction Administration Services – PHASE 2

1. *Attendance at Progress Meetings* – CPH will prepare for and attend monthly progress meetings with the CITY and GARNEY to discuss the progress of the construction.
2. *Review of Submittals, Re-submittals, and Samples* – CPH will review shop drawings, product literature, product samples, and other submittal data that GARNEY is required to submit. These shall be reviewed for general conformance with the design concept of the project, and general compliance with the information given in the Contract Documents in consultation with the CITY. CPH will issue comments on the information and/or drawings which do not conform to the design concept and comply with the information given in the

Contract Documents. This subtask includes review of up to one (1) re-submittals and also includes review of preliminary and final O & M manuals as prepared by the contractor. A third review of noncompliant submittal information may be considered as justification for additional services.

3. *Review of RFI's, Field Orders and Change Orders* – CPH will review and respond to requests for information (RFI). CPH will assist the CITY with the review of field order and change order requests and make recommendations for acceptance of any change orders.
4. *Review of Payment Applications* –CPH/Aclus (relates to Task 5.0) will, on a monthly basis, review the GARNEY's application for payment by:
 1. Confirming that it corresponds with work performed and materials provided.
 2. Review the requested construction quantities with the CITY and make recommendation for approval of payment.
5. *Observe Construction and Demonstration Testing* – During project construction of Phase 2, CPH will perform site engineering visits to observe the progress and quality of the work and to determine if the work is proceeding in compliance with the permits and Contract Documents. CPH will inform the CITY in writing of any observed deficiencies and/or construction related issues.

In addition to assisting the CITY with site engineering visits, CPH will provide an on-site RPR to review work being put in place and provide reports of observed work being completed. CPH has included 20 hours per week initially for this inspection subtask, because Phase 1 will be underway, and an overlap work effort can be performed saving cost to the City. Once Phase 1 is complete then the RPR will continue their site visits at 40 hours per week for the remaining construction duration of Phase 2. CPH's RPR and site engineering visits will allow CPH to certify completion of work as the Engineer of Record. CPH will also assist with Substantial Completion inspections, issue certificates of Substantial Completion and attend the Final Completion inspection.

6. *Punchlist* – At the end of Phase 2, and when GARNEY requests a Substantial Completion field review, CPH will perform a field review with City staff and provide a punch list for items to be corrected by GARNEY prior to Final Completion. The punch list shall be created in accordance with the Contract Documents and in collaboration with the CITY. CPH shall manage the punch list and must sign off on each item prior to GARNEY receiving notice of Final Completion for this phase. This subtask includes one (1) follow up inspections after GARNEY deems the punch list complete.
7. *Submit Permit Certifications* – Based on work observations during construction and concurrence by CITY representatives that the work has been completed for Phase 2; CPH will prepare and submit the required FDEP Wastewater Permit Clearance (partial and FDEP Environmental Resource Permit (ERP) inspection and as-built certification.
8. *Preparation of Record Drawings* – CPH will prepare record drawings based on surveyed drawing information provided by GARNEY.
9. *Phase 2 Closeout and Startup* – CPH will compile contract closeout documents. CPH will prepare statements of completion certifying completion of the work, and submit statements in accordance with the Contract Documents, and the requirements of the FDEP. CPH will provide start-up services to verify that each component is operational within the design

requirements. Start-up and training shall be performed by GARNEY in the presence of the CITY and be accepted by the CITY prior to completion.

10. *Electrical Construction Administrative Services* – CPH's Sub (Bailey) will provide services as described above within the scope of their expertise (**See Exhibit II**).

Task 5 – Additional Funding Assistance

1. CPH and Aclus will provide additional on-going assistance to the City for integrating the existing FDEP Grant (QG007) and the current FDEP SRF loan efforts (Aclus to assist with these services).
2. CPH will assist the CITY with review of funding assistance documents and provide responses to requests for information and finalizing/modifications of the documents-based on the final Construction Documents.
3. *State Revolving Fund (SRF)* – CPH, through our sub-consultant (See Aclus proposal – **Exhibit II**) will provide the following professional services, required by the associated SRF Loan to be used to fund portions of the WRF improvements project:
 - a. Assist with completing pre-loan and loan documents through execution thereof for Phase 2.
 - b. Perform the weekly/monthly wage rate surveys of the general contractor and subcontractor's employees as required by the SRF Loan Agreement and the Davis-Bacon (DB) Act. This documentation must be submitted quarterly to FDEP in association with the SRF Loan Reimbursement requests.
 - c. Confirm, as applicable, that the Contractor and/or subcontractors are obtaining equipment and product certifications in association with the Build America, Buy America (BABA) Act. This documentation must be submitted quarterly to FDEP in association with the SRF Loan Reimbursement requests.
 - d. Prepare a quarterly SRF reimbursement request package for City review, approval and submittal to FDEP-Tallahassee in association with the SRF Loan.
 - e. Meet with FDEP SRF staff to conduct site visits during construction and assist FDEP during its review of records at the CONSULTANT's office.

EXHIBIT II
(Bailey's Proposal and Aclus's Proposal)

December 30, 2024



Mr. Scott A. Breitenstein, P.E.
CPH, LLC
5200 Belfort Road, Suite 220
Jacksonville, Florida 32256

Re: Wildwood WWTF Phase 1B
Wildwood, Florida

Dear Mr. Breitenstein:

We are pleased to submit our proposal for electrical and instrumentation engineering services associated with the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project to CPH, LLC. Our services shall include the work identified below:

Task 1 – CMAR Services:

1. Questions - BEC will provide responses to questions submitted by the CMAR/Bidders with respect to the construction documents.
2. CMAR Alternative Construction Methods - BEC will review alternatives presented by the CMAR. These alternatives would be alternative designs, sequence of work, revised orientation of equipment, etc.
3. CMAR Value Engineering Concepts - BEC will review VE concepts presented by the CMAR.
4. Review of GMP Proposal - BEC will assist CPH with the review of the CMAR GMP proposal.

Task 2 – Shop Drawing Review

1. Shop Drawing Review - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

Task 3 – Issue Clarifications

1. Issue Clarifications - Issue relative instructions of Owner to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims relating to the acceptability of the work or

10620 GRIFFIN ROAD, SUITE 202 • COOPER CITY, FL • 33328
PHONE: 954-448-7930 • FAX: 954-713-9959

the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. Render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

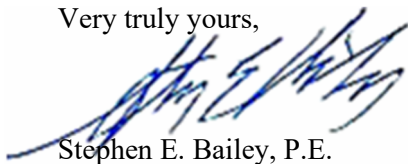
Task 4 – Site Visits and Start Up

1. Site Visits - Make visits to project to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. Keep Owner informed of the progress of the work.
2. Start-up services - Assist with the implementation of the controls for the influent pump station and headworks.

Services not specifically defined are not included. Tasks will be performed on a lump sum basis and will be billed at monthly intervals. Travel to and from the site and other direct costs are included in the overhead rate and will not be billed as a separate line item. Our fee for this work shall be \$157,900.00 and payable as follows:

Task 1 – CMAR Services	\$ 26,200.00
Task 2 - Shop Drawing Review	\$ 46,500.00
Task 3 - Issue Clarifications	\$ 41,600.00
Task 4 - <u>Site Visits and Start Up</u>	\$ 43,600.00
Total	\$ 157,900.00

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

CPH-24-024G

**Wildwood WWTF Phase 1B
Wildwood, Florida**

TASK 1 - CMAR SERVICES

Task	Man-Hours	Billing Rate/Hour	Cost
Principal	40	\$ 325.00	\$ 13,000.00
Sr. Electrical Engineer	24	\$ 250.00	\$ 6,000.00
Instrumentation Engineer	32	\$ 225.00	\$ 7,200.00
Subtotal			<u>\$ 26,200.00</u>

TASK 2 - SHOP DRAWING REVIEW

Task	Man-Hours	Billing Rate/Hour	Cost
Principal	40	\$ 325.00	\$ 13,000.00
Sr. Electrical Engineer	80	\$ 250.00	\$ 20,000.00
Instrumentation Engineer	60	\$ 225.00	\$ 13,500.00
Subtotal			<u>\$ 46,500.00</u>

TASK 3 - ISSUE CLARIFICATIONS/MEETINGS

Task	Man-Hours	Billing Rate/Hour	Cost
Principal	40	\$ 325.00	\$ 13,000.00
Sr. Electrical Engineer	60	\$ 250.00	\$ 15,000.00
Field Superintendent	80	\$ 170.00	\$ 13,600.00
Subtotal			<u>\$ 41,600.00</u>

TASK 4 -SITE VISITS

Task	Man-Hours	Billing Rate/Hour	Cost
Principal	40	\$ 325.00	\$ 13,000.00
Instrumentation Personnel	100	\$ 170.00	\$ 17,000.00
Field Superintendent	80	\$ 170.00	\$ 13,600.00
Subtotal			<u>\$ 43,600.00</u>

Task 1 - CMAR Services	\$ 26,200.00
Task 2 - Shop Drawing Review	\$ 46,500.00
Task 3 - Issue Clarifications	\$ 41,600.00
Task 4 - Site Visits	<u>\$ 43,600.00</u>
Total	<u>\$ 157,900.00</u>



February 7, 2025

Mr. Scott A. Breitenstein, P.E.
CPH, LLC
5200 Belfort Road, Suite 220
Jacksonville, Florida 32256

Re: Wildwood WWTF Phase 2
Wildwood, FL

Dear Mr. Breitenstein:

We are pleased to submit our proposal for construction administration engineering services for the above project. The following provides an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the project to CPH, LLC (CPH). Our services shall include:

Task 1 – Construction Manager at Risk Services –

1. **Questions** - BEC will provide responses to questions submitted by the CMAR or Bidders with respect to the construction documents.
2. **CMAR Alternative Construction Methods** - BEC will review alternatives presented by the CMAR. These alternatives would be alternative materials or equipment, sequence of work, revised orientation of equipment and piping, etc. BEC will coordinate with CPH regarding the proposals.
3. **CMAR Value Engineering Concepts** - BEC will review VE concepts presented by the CMAR. These VE concepts are more encompassing in nature than alternative construction methods, e.g. alternative processes or methods of construction. BEC will coordinate with CPH regarding the VE concepts.
4. **Review of GMP Proposal** - BEC will assist with the review of the CMAR GMP Proposal for irregularities, completeness, and responsiveness. It is anticipated that the GMP will be developed utilizing the "open-book" method in order for the CMAR to identify their individual costs per work area that total the GMP for the Project.

Task 2 - Construction Administration Services

Bailey Engineering Consultants, Inc. (BEC) will perform additional project administration and provide professional services during the construction phase to implement the early out facility modifications. BEC shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means and methods, techniques, sequences, or procedures of construction. BEC shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Consultant reviews shall not relieve the Contractor of any of his contractual responsibilities. Specific services to be performed are as follows:

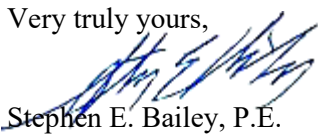
1. **Shop Drawing Review** - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
2. **Issue Clarifications** - Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.
3. **Start Up** - BEC shall attend periodic progress meetings based on progress of construction and as per the attached estimation of work effort.
4. **Site Visits** - Make site visits to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Consultant will provide to the City a list of items to be completed, if any.

SUPPLEMENTAL SERVICES - Any work requested by CPH or the City that is not included in one of the items listed in any other phase will be classified as supplemental services. All design services will need to be completed within 18 months of contract execution. Services rendered beyond this time period are subject to additional charges.

Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded. Our fee for this work shall be as follows:

Task 1 – Construction Manager at Risk – Bid Services	\$ 96,800.00
<u>Task 2 – Construction Services</u>	<u>\$ 681,380.00</u>
Total -	\$ 777,980.00

Very truly yours,


Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

CPH-25-006G



April 3rd, 2025

Scott A. Breitenstein, P.E.
Division Manager – Treatment Facilities
CPH, LLC
1117 East Robinson Street
Orlando, Florida 32801

Subject: Proposal for Consulting Services

Project: SRF Funding Assistance for Regional WRF Expansion – **City of Wildwood**

Aclus No.: 172505

Dear Mr. Breitenstein:

In accordance with your request, Aclus Engineering, LLC (Aclus) is pleased to provide this proposal for consulting services to assist CPH with services for the referenced City of Wildwood (City) Project. The Scope of Services in this proposal is in general accordance with our conversations.

1.0) General

The City of Wildwood will be expanding its Regional Water Reclamation Facility (WRF) from 3.55 MGD to 8.0 MGD by constructing four new treatment trains consisting of a new headworks facility, equalization tanks, biological nutrient removal system, secondary clarifiers, tertiary filters, chlorine contact chambers, pumping facilities, and other associated facilities (Project). The Project will be designed and constructed by a Construction Manager at Risk (CMAR) team comprised of Garney Construction (Contractor) and CPH. Construction will be phased and funded as follows:

Phase 1: Will be funded by the City and previously secured FDEP grants, and generally consists of headworks, master pumping station, and one packaged treatment plant.

Phase 2: Will be funded by the City and with an SRF Loan, and generally consists of disinfection, tertiary treatment, and pumping facilities.

Phase 3: Will be funded by the City and with an SRF Loan, and generally consists of equalization tanks, process treatment trains, and sludge processing.

The construction period is anticipated to be 24 months for Phases 1 & 2 and an additional 12 months for Phase 3.

The City has requested that CPH perform funding services to administer the FDEP

grant, secure an additional SRF Loan, and administer the SRF Loan for Phases 1 and 2. CPH has retained Aclus to collaborate and assist CPH's team in performing funding related services provided to the City as described in the Scope of Services below.

Phase 3 funding services will be provided under a separate future agreement.

2.0) Scope of Services

It is anticipated that Aclus will assist CPH in performing the following services:

Construction Phases 1 & 2 (FDEP Grant, SRF Loan, and City funded)

- 2.1) Funding Program: Gather information for the various funding sources that will support the Project (grants, loans, etc.) and summarize the pertinent data in a Funding Program Summary. Review funding agreements (scope descriptions, deadlines, compliance requirements, etc.). Define funding compliance activities and confirm requirements with funding agency managers. Determine which portions of the project will be reimbursed by the various funding sources. Prepare a comprehensive funding activities schedule to include the design, permitting, the various construction phases, and match progress to a funding source that coincides with the availability of funding. Update and maintain the Funding Program Summary during construction.
- 2.2) Quarterly Reports: Prepare, submit, and process quarterly progress reports required by the FDEP grant.
- 2.3) Wage Determination: Identify the Davis-Bacon Wage Determination applicable to this Project. Prepare, submit, and process Department of Labor (DOL) SF1444 to incorporate additional worker classifications to the Sumter County Wage Determination. Coordinate activities between the Contractor, City, and DOL.
- 2.4) Facilities Plan: Assist CPH with updating and completing the draft Facilities Plan previously prepared by CPH. Compile, submit and process the Facilities Plan with the SRF. It is assumed CPH has already completed the environmental evaluation for the site as required by the SRF.
- 2.5) Planning Documents: Assist in preparing the necessary Planning documents required by SRF. This includes assistance with the Capital Financing Plan, City Council Documentation (Resolutions, etc.), and Project Site Certification. It is assumed the City accountant will insert the City's accounting and financial data into the Capital Financing Plan tables.
- 2.6) Public Meetings: Participate in City public meetings during the approval process of the Facilities Plan, and Capital Financing Plan. Assist with advertising the meetings to the public and preparing minutes of the meetings. Two (2) public meetings are assumed to be needed.

- 2.7) Construction Documents Submittals: Determine Davis-Bacon Wage, American Iron and Steel (AIS), and Build America Buy America (BABA) compliance requirements for this Project. Assist CPH with preparing the Front-End Documents required by SRF in the Project Manual. Submit biddable plans and specifications (prepared by CPH), and project permits to SRF, and coordinate responses to questions during SRF's review of the Planning and Design Documents.
- 2.8) Request for Inclusion: Prepare and submit a Request for Inclusion (RFI) to the SRF. Coordinate with SRF to help process the RFI and obtain the funding determination.
- 2.9) Loan Application and Agreement: Assist with preparing the SRF Loan Application and supporting documentation. This includes the Loan Application Form, resolutions for City approval, and attend a City Council meeting. Compile and submit the Loan Application package and respond to SRF staff questions. Review the Funding Agreement prepared by SRF and provide comments. If necessary, suggest modifications and submit them to SRF for approval.
- 2.10) Ongoing Funding Coordination: During the 24-month construction period, coordinate necessary activities and communications between FDEP, SRF, CPH, Garney, and City staff. Attend inspections, compliance or audit meetings with FDEP staff during construction (if necessary). Attend virtual monthly progress meetings during construction to discuss funding compliance related items (as necessary).
- 2.11) FDEP Reimbursement Requests: Prepare, submit, and process the monthly (12) grant reimbursement requests with FDEP. It is assumed the City will provide a copy of the approved Contractor pay request, invoices, and evidence of payment.
- 2.12) SRF Disbursement Requests: Prepare, submit, and process monthly (12) disbursement requests with SRF. It is assumed the City will provide a copy of the approved Contractor pay request, invoices, and evidence of payment.
- 2.13) Davis-Bacon Compliance Interviews: Coordinate interview visits with the Contractor, and perform periodic worker wage interviews during the 24-month construction period. It is assumed approximately 40 interview visits will be needed throughout the Phase 1 & 2 construction period. While on site, the Aclis team will take digital photographs (as needed) of the project site, equipment in use, and the Contractor's Davis-Bacon information posters. Aclis will maintain the completed interview forms and submit them to CPH and/or the City periodically.
- 2.14) Davis-Bacon Weekly Wage Reports: Request, receive, review and administer the weekly (for 24-month construction period) wage reporting records from the Contractor, compare reported wages with worker interviews, and coordinate occasional wage corrections with the Contractor.

- 2.15) American Iron & Steel (AIS) and Build America Buy America (BABA) Compliance: Review approximately 60 shop-drawings to verify if AIS and BABA compliance documentation was provided for each product or material. This review will consist of confirming the required certifications were provided by the Contractor and maintaining logs of materials. **If BABA requirements are waived for the Project, the BABA compliance scope will be removed from this task.**
- 2.16) BABA Waivers: **Apply for a Public Interest Waiver for projects that initiated design planning prior to May 14, 2022. If the waiver is approved for this Project, no other specific material waivers will be necessary.** Assist with processing waivers for specific materials that do not comply with BABA requirements. *Note: The level of effort needed for waivers for this project is not known. Additional efforts beyond what is included may be needed.*
- 2.17) Closeout Records: Maintain, compile, organize and store in digital form construction documents related to the SRF funding in preparation for a potential FDEP inspection or audit, and to comply with the City's record retention requirements. Submit data files to SRF when requested.

3.0) Other Matters

- A Resident Project Representative (RPR) will be on-site during construction on a full-time basis. This RPR will collaborate with Aclus to coordinate interview site visits. For example, the RPR will be available to communicate with Aclus to confirm the presence of construction crews to avoid site visits when no workers on-site. The RPR will prepare construction progress reports which will be available to Aclus.
- Aclus will rely on information provided by the CMAR team to perform the scope of services. Research associated with or verification of accuracy of information provided by others is not included herein.
- It is assumed the acquisition of new property is not necessary for this project.
- It is assumed City staff will insert the City's accounting and financial data into the Capital Financing Plan forms.
- It is assumed CPH has already performed all environmental studies required for the SRF Facilities Plan.

4.0) Compensation

Aclus will provide these services to CPH in accordance with the terms of our Sub-consultant Agreement for the fee estimated in **Exhibit A** and summarized as follows:

Lump Sum Taks

2.1	Funding Program	\$16,800
2.2	Quarterly Reports	\$17,280
2.3	Wage Determination	\$9,320
2.4	Facilities Plan	\$9,800
2.5	Planning Documents	\$6,880
2.6	Public Meetings	\$8,880
2.7	Construction Documents Submittals	\$6,080
2.8	Request for Inclusion	\$5,800
2.9	Loan Application & Agreement	\$12,000
2.10	Ongoing Funding Coordination	\$64,160
2.11	FDEP Reimbursement Requests	\$18,240
2.12	SRF Disbursement Requests	\$18,240
2.14	Davis-Bacon Weekly Wage Reports	\$116,980
2.15	AIS & BABA Reviews	\$22,800*
2.17	Closeout Records	\$6,780

Not to Exceed Tasks

2.13	Davis-Bacon Compliance Interviews	\$67,000
2.16	BABA Waivers	\$10,000*

Total: \$417,040

*** If the BABA Public Interest Waiver is approved for this Project, Task 2.15 will be reduced by \$4,000, and Task 2.16 will be removed from the scope.**

It is understood and agreed that cost trade-offs among the various work tasks are allowable.

6.0) Schedule

Aclis will prepare and submit work product in accordance CPH's Agreement with the City and mutually agreed deadlines.

Please call us if you have any comments or questions. We look forward to the opportunity to serve CPH and the City on this important Project.

Sincerely,



Daniel Magro, P.E.
Managing Director

EXHIBIT A

ACLU ENGINEERING, LLC - HOURLY FEE ESTIMATE

SRF Funding Assistance for Regional WRF Expansion – City of Wildwood

TASK No.	PROJECT TASK	SR. PROJECT MANAGER		FUNDING SPECIALIST		Estimated Reimb. Expenses	TOTALS
	Hourly Rate \$/hr	\$200		\$180			
		Hrs	\$	Hrs	\$	\$	\$
Construction Phases 1 & 2 Services							
2.1	Funding Program	48	9,600	40	7,200		16,800
2.2	Quarterly Reports	54	10,800	36	6,480		17,280
2.3	Wage Determination	25	5,000	24	4,320		9,320
2.4	Facilities Plan	30	6,000	20	3,600	200	9,800
2.5	Planning Documents	20	4,000	16	2,880		6,880
2.6	Public Meetings	30	6,000	16	2,880		8,880
2.7	Construction Documents Submittals	16	3,200	16	2,880		6,080
2.8	Request for Inclusion	20	4,000	10	1,800		5,800
2.9	Loan Application & Agreement	24	4,800	40	7,200		12,000
2.10	Ongoing Funding Coordination	184	36,800	152	27,360		64,160
2.11	FDEP Reimbursement Requests	48	9,600	48	8,640		18,240
2.12	SRF Disbursement Requests	48	9,600	48	8,640		18,240
2.13	Davis-Bacon Compliance Interviews	80	16,000	280	50,400	600	67,000
2.14	Davis-Bacon Weekly Wage Reports	208	41,600	416	74,880	500	116,980
2.15	AIS & BABA Reviews	60	12,000	60	10,800		22,800
2.16	BABA Waivers	32	6,400	20	3,600		10,000
2.17	Closeout Records	16	3,200	16	2,880	700	6,780
TOTALS		943	188,600	1,258	226,440	2,000	417,040

EXHIBIT III
Manhour Breakdown Table

**City of Wildwood
Fee Breakdown**

TASK NO.	TASK DESCRIPTION	LABOR CATEGORIES & HOURLY RATES										Total Hours Per Task	Expenses	Subtotal	Total
		Project Manager V - Program Manager	Project Manager IV - Sr. PM	Project Manager III	Engineer III	Engineer II	Sr. Project Designer - Designer IV	Project Designer - Designer IV	Construction Manager - Construction Field Rep III	Project Coordinator - Coordinator I	Sub /Department Fee				
		\$300.00	\$250.00	\$200.00	\$180.00	\$160.00	\$180.00	\$155.00	\$180.00	\$135.00					
1.0	CMAR Coordination - PHASE 1														\$153,850
1.01	CPH (Civil/Utilities)	30	40	80	80	20	260	20	10	10		550	\$8,000	\$105,650.00	
1.02	Environmental										\$9,500.00			\$9,500.00	
1.03	Architecture										\$5,000.00			\$5,000.00	
1.04	Structural										\$5,000.00			\$5,000.00	
1.05	MEP										\$2,500.00			\$2,500.00	
1.06	Subconsultant (Bailey Engineering Consultants Inc.)	40									\$26,200.00	40		\$26,200.00	
2.0	Construction Administration (Technical Services) - PHASE - 1														\$781,800
2.01	CPH (Civil/Utilities)	400	240	200	400	200	80	20	1440	40		3020	\$16,000	\$618,100.00	
2.02	Architecture										\$14,000.00			\$14,000.00	
2.03	Structural										\$14,000.00			\$14,000.00	
2.04	MEP										\$4,000.00			\$4,000.00	
2.05	Subconsultant (Bailey Engineering Consultants Inc.)	40									\$131,700.00	40		\$131,700.00	
3.0	CMAR Coordination - PHASE 2														\$775,050
3.01	CPH (Civil/Utilities)	200	100	300	300	200	1660	100	10	10		2880	\$8,000	\$548,450.00	
3.02	Architecture										\$60,000.00			\$60,000.00	
3.03	Structural										\$60,000.00			\$60,000.00	
3.04	MEP										\$10,000.00			\$10,000.00	
3.05	Subconsultant (Bailey Engineering Consultants Inc.)	40									\$96,600.00	40		\$96,600.00	
4.0	Construction Administration (Technical Services) - PHASE - 2														\$1,442,480
4.01	CPH (Civil/Utilities)	480	260	280	420	240	80	20	1440	40		3260	\$16,000	\$697,100.00	
4.02	Architecture										\$20,000.00			\$20,000.00	
4.03	Structural										\$40,000.00			\$40,000.00	
4.04	MEP										\$4,000.00			\$4,000.00	
4.05	Subconsultant (Bailey Engineering Consultants Inc.)	120									\$681,380.00	120		\$681,380.00	
5.0	FUNDING ASSISTANCE														\$453,040
5.0	Subconsultant (Aclus Engineering, LLC)	120		120							\$417,040.00	240		\$417,040.00	
	TOTAL	1470	640	860	1200	660	2080	160	2900	100	\$1,600,920.00	10190	\$48,000	+----->	\$3,654,220

EXHIBIT IV
Additional Terms and Conditions

EXHIBIT IV

ADDITIONAL TERMS AND CONDITIONS

For purposes of this Amendment, The City of Wildwood shall assume the role of and be referred to as the “Non-Federal Entity” or “The Department,” and the subcontractor shall assume the role of and be referred to as the “Grantee,” or “Recipient.”

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section

274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers’ compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee,

the term “Recipient” shall mean “Grantee.” Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or subawards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or

laborers, the Recipient must comply 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 Recipient 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.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity 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 Non-Federal Entity 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.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations If the Agreement is in excess of \$100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees 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

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource

Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section

889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce

policies that ban text messaging while driving and establish workplace safety policies to decrease accidents

caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006.

The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23. The Department of Treasury will request information on recipients’ compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient’s compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance

at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project; ii. The number of employees on the project hired directly and hired through a third party; iii. The wages and benefits of workers on the project by classification; and iv. Whether those wages are at rates less than those prevailing. Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts: i. National Pollutant Discharge Elimination System (NPDES) Permit Number; ii. Public Water System (PWS) ID number; iii. Median Household Income of service area; iv. Lowest Quintile Income of the service area.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Wastewater Treatment Plant Phase One Pay Application No. 1 for the Amount of \$1,723,333.86

REQUESTED ACTION: Staff Recommend Approval

CONTRACT: Vendor/Entity: Garney Construction
Effective Date: 04/04/2025 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: Funds for this application can be found in account 402-536-70-7353 (Wastewater Treatment Plant Project).

HISTORY/FACTS/ISSUES:

On August 12, 2024, the City approved the construction contract with its CMAR (construction manager at risk), Garney Construction, for the construction of Phase 1 of the wastewater treatment plant project. The Phase 1 GMP was approved on February 10, 2025, for the maximum amount of \$34,546,993.00. This is pay application No. 1 for Phase 1 in the amount of \$1,723,333.86. After review, both the consultant and City staff recommended approval to pay Garney Construction the amount of \$1,723,333.86.

APPLICATION AND CERTIFICATE OF PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO: City of Wildwood
743 Huey Street
Wildwood, FL 34785

PROJECT: Wildwood WRF BNR Improvements CMAR

APPLICATION NO: 1

PERIOD TO: 03/31/25

Distribution to:

☒ OWNER☐ CONTRACTOR

FROM: Garney Construction
370 East Crown Point Road
Winter Garden, FL 34787

CONTRACT DATE: 01/22/24

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		Additions	Deductions
TOTAL			
Approved this month			
Number	Date Approved		
1			
2			
3			
TOTALS		-	-
Net change by Change Orders		-	

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

CONTRACTOR: Garney Construction

By: Tom Manning Date: 03/25/25

CERTIFICATE FOR PAYMENT

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

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

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	34,546,993.00
2. Net change by change Orders	\$	-
3. CONTRACT SUM TO DATE (Line 1+or- 2)	\$	34,546,993.00
4. TOTAL COMPLETED & STORED TO DATE	\$	1,814,035.64
(Column G on G703)		
5. TOTAL RETAINAGE: 5%	\$	90,701.78
6. TOTAL EARNED LESS RETAINAGE	\$	1,723,333.86
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	-
8. CURRENT PAYMENT DUE	\$	1,723,333.86
9. BALANCE TO FINISH	\$	32,823,659.14
(Line 3 less Line 6)		

State of: Florida County Of: Orange

Subscribed and sworn to before me this 24th day of March 2021.

Notary Public:

AMOUNT CERTIFIED \$ 1,723,333.86

(Attach explanation if amount certified differs from the amount applied for.)

By: [Signature] Date: 4/7/2025

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached

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

Use Column 1 on Contracts where variable retainage for line items may apply

APPLICATION NUMBER:

1

APPLICATION DATE:

03/25/25

PERIOD TO:

03/31/25

PROJECT NO.:

669

A	B	C	D	E	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH
			FROM PREVIOUS APPLICATION	THIS PERIOD			
PHASE 1 WORK							
	SITEWORK						
	SITEWORK	\$204,904.00	\$0.00	\$0.00	\$0.00	0.0%	\$204,904.00
	YARD PIPE						
	YARD PIPE	\$2,849,248.00	\$0.00	\$0.00	\$0.00	0.0%	\$2,849,248.00
	INFLUENT FLOW METER						
	INFLUENT FLOW METER	\$751,242.00	\$0.00	\$0.00	\$0.00	0.0%	\$751,242.00
	SCREENING STRUCTURE						
	SCREENING STRUCTURE	\$1,018,138.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,018,138.00
	MASTER LIFT STATION						
	MASTER LIFT STATION	\$2,345,952.00	\$0.00	\$0.00	\$0.00	0.0%	\$2,345,952.00
	CLARIFIER GEAR BOX REPLACEMENT						
	CLARIFIER GEAR BOX REPLACEMENT	\$51,160.00	\$0.00	\$51,160.00	\$51,160.00	100.0%	\$0.00
	RECYCLE LIFT STATION						
	RECYCLE LIFT STATION	\$88,780.00	\$0.00	\$0.00	\$0.00	0.0%	\$88,780.00
	SITEWORK WORK PACKAGE						
	SITEWORK WORK PACKAGE	\$663,550.00	\$0.00	\$0.00	\$0.00	0.0%	\$663,550.00
	COATINGS						
	COATINGS	\$159,805.00	\$0.00	\$0.00	\$0.00	0.0%	\$159,805.00
	ELECTRICAL						
	ELECTRICAL	\$2,700,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$2,700,000.00
OWNER DIRECT PURCHASE EQUIPMENT - PHASE 1							
	ODP - Submersible Pumps	\$456,661.00	\$0.00	\$0.00	\$0.00	0.0%	\$456,661.00
	ODP - Influent Drum Screens	\$765,456.00	\$0.00	\$0.00	\$0.00	0.0%	\$765,456.00
	ODP - Clarifiers	\$1,519,500.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,519,500.00
	ODP - Large Diameter Pipe & Valves	\$1,049,395.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,049,395.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply

APPLICATION NUMBER: 1
APPLICATION DATE: 03/25/25
PERIOD TO: 03/31/25
PROJECT NO.: 669

A	B	C	D	E	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH
			FROM PREVIOUS APPLICATION	THIS PERIOD			
	ODP - Disc Filters	\$569,800.00	\$0.00	\$0.00	\$0.00	0.0%	\$569,800.00
	ODP - DAVCO Plant	\$4,450,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$4,450,000.00
	ODP - Electrical Gear	\$1,269,840.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,269,840.00
	ODP - Generator	\$439,750.00	\$0.00	\$0.00	\$0.00	0.0%	\$439,750.00
ALLOWANCE & CONTINGENCIES - PHASE 1							
	Testing & Inspection Fees Allowance	\$50,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$50,000.00
	Permit Fees Allowance	\$25,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$25,000.00
	Hazardous Material Survey Allowance	\$25,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$25,000.00
	Builder's Risk Insurance Deductible Allowance	\$1,010,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,010,000.00
	Unsuitable Soils Allowance	\$250,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$250,000.00
	Permanent Power Fees Allowance	\$50,000.00	\$0.00	\$0.00	\$0.00	0.0%	\$50,000.00
	Escalation Allowance	\$1,067,659.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,067,659.00
	CM Contingency	\$1,067,659.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,067,659.00
	Scope Gap / Exclusions Contingency	\$1,067,659.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,067,659.00
	Owner Contingency	\$1,067,659.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,067,659.00
INDIRECT COST - PHASE 1							
	General Conditions						
	Mobilization	\$1,760,000.00	\$0.00	\$1,056,000.00	\$1,056,000.00	60.0%	\$704,000.00
	General Conditions	\$1,864,262.00	\$0.00	\$74,570.48	\$74,570.48	4.0%	\$1,789,691.52
	General Conditions						
	Bonds	\$345,470.00	\$0.00	\$0.00	\$0.00	0.0%	\$345,470.00
	Insurance	\$518,205.00	\$0.00	\$518,205.00	\$518,205.00	100.0%	\$0.00
	Builder's Risk Insurance	\$172,735.00	\$0.00	\$0.00	\$0.00	0.0%	\$172,735.00
	Fee						
	CM Fee	\$2,852,504.00	\$0.00	\$114,100.16	\$114,100.16	4.0%	\$2,738,403.84

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply

APPLICATION NUMBER: 1
APPLICATION DATE: 03/25/25
PERIOD TO: 03/31/25
PROJECT NO.: 669

A	B	C	D	E	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH
			FROM PREVIOUS APPLICATION	THIS PERIOD			
	Stored Materials	\$0.00	\$0.00				
	TOTALS	\$34,546,993.00	\$0.00	\$1,814,035.64	\$1,814,035.64	5.3%	\$32,732,957.36

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Third Amendment to the Preconstruction Services Agreement with Garney Companies, Inc

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

During a recent review of contract documents by the city's water quality grant manager, it was discovered that the contract the city has with Garney Construction does not have the required attachments relating to standard terms and conditions applicable to all grant agreements and to federal regulations and terms. This amendment incorporates these attachments into their current contract.

**AMENDMENT NO. 3
TO PRECONSTRUCTION AGREEMENT
CONSTRUCTION MANAGER AT RISK
WATER RECLAMATION FACILITY PROJECT**

This Amendment is made and entered into upon execution by both parties, by and between, the **City of Wildwood**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **Garney Companies Inc.**, a Missouri corporation authorized to do business in the State of Florida, hereinafter referred to as the "**Construction Manager**" or "**CM.**"

WITNESSETH

WHEREAS, the City and the Construction Manager entered into a Construction Manager at Risk Preconstruction Phase Services Agreement (the "Agreement"), dated January 22, 2024, for the City of Wildwood Water Reclamation Facility and Biological Nutrient Removal Facility (the "Project"); and,

WHEREAS, the Agreement authorized Preconstruction Phase Services; and,

WHEREAS, the City and Construction Manager amended the Agreement to include Construction Phase Services to complete the construction of the project on August 26, 2024 (Amendment No.1); and,

WHEREAS, the City and Construction Manager amended the Agreement to provide a Guaranteed Maximum Price (GMP) for Phase I of the construction of the Project and to update the construction schedule (Amendment No 2); and,

WHEREAS, the parties now wish to amend the Agreement to provide for specific requirements of the Water Quality Grant which the City has received from the Florida Department of Environmental Protection (Amendment No 3).

NOW, THEREFORE, the City and the CM, in consideration of the mutual covenants contained herein, do agree to amend the Agreement as follows:

1. **Section XXIII, Supplementary Conditions**, of the Agreement is hereby amended to include the following paragraphs:

D. The Construction Manager and all their subcontractors shall comply with Section 274A(e) of the Immigration and Nationality Act which forbids knowingly employing unauthorized aliens.

E. The Construction Manager and all their subcontractors shall comply with all federal, state, and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.

2. The Agreement shall be amended to include Exhibit E, attached hereto, which

includes requirements for the City's Water Quality Grant and is entitled "ATTACHMENT 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements". The Construction Manager and all subcontractors are bound to the requirements of this Exhibit.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

GARNEY COMPANIES, INC.
A MISSOURI CORPORATION

Signed By: Eric C. Wagner  2025.03.25 13:21:39-04'00'

Print Name: Eric C. Wagner

Date: 3.25.25

Title: DIRECTOR

**CITY COMMISSION
CITY OF WILWOOD, FLORIDA**

By: _____
ED WOLF, MAYOR

Date: _____

ATTEST:

By: _____
JESSICA BARNES, CITY CLERK

Approved as to form and correctness:

By: _____
CITY ATTORNEY

EXHIBIT E

ATTACHMENT 8

Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

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essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity 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 Non-Federal Entity 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.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall 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), and by the EPA (40 CFR Part 15). Violations must be reported to the

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Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees 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

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

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employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

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DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Set Workshop for April 21, 2025, at 9:00 am

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

City Manager requests a workshop with the City Commission on April 21, 2025, at 9:00 am.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Utility Department Quarterly 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 Utility Department quarterly update. This update is focused on distribution and collections routine maintenance, and includes a synopsis of the department's normal monthly duties.

CITY OF WILDWOOD

UTILITY DEPARTMENT SYSTEM MAINTENANCE UPDATE

April 2025



Maintenance Division

25 Employees

- 6 Collection Techs
- 8 Distribution Techs
- 3 Maintenance Techs
- 3 Lift Station Techs
- 4 Crew Leader
- 1 Division Manager



Our Collection System



- Over 70 miles of sanitary sewer mains
- 38 sq miles of system
- 1,512 manholes
- Over 3,088 sanitary sewer cleanouts
- 183 air-release valves

Collections System Maintenance

- Maintenance staff are responsible for maintaining the collection system. Maintenance has become a high priority in identifying lines for rehabilitation due to age and/or I&I issues.
- Over the past 12 months our collection techs performed the following maintenance:
 1. Jetted, Vacuumed, and cleaned 12.2 miles of sanitary sewer mains.
 2. Filmed and inspected 9.2 miles of main lines and manholes.
 3. Replaced the lid, cleaned and, lined 88 manholes.
 4. Smoke tested 62.1 miles of sanitary mains and service laterals.
 5. Rehabbed and lined in place 2.0 miles of gravity main.
 6. Rehabbed and inspected all 183 air-release valves.

Examples of Routine Maintenance

**INFILTRATION FOUND SMOKE
TESTING**



**MANHOLE REHAB WITH EPOXY
COATING**



**DAMAGED GRAVITY MAIN FOUND
DURING ROUTINE INSPECTION**



**NEW LINED IN PLACE REPAIR OF
DAMAGED GRAVITY MAIN**



Monthly collections maintenance procedures are defined in the department's sop #2021-1:
"Distribution & Collections Monthly Maintenance"

Monthly Collections Maintenance

Maintenance staff will prepare and maintain a plan that will systematically provide staff with data for tracking maintenance on the system.

Collections Vac-Truck Operations

Weeks 1-3: Collections personnel will:

- Jet, vacuum, and inspect (CCTV) at least 1.5 miles of sanitary sewer gravity mains.
- Mark all sanitary sewer laterals using green marking paint on pavement and grass areas for visibility.
- Follow the sanitary sewer collections maps, starting at the north end and progressing systematically.

Week 4: The Vac-Truck crew will:

- Coordinate with lift station personnel.
- Complete six lift station wet well cleanouts as part of annual maintenance.

Collections Maintenance Activities

Weeks 1-3:

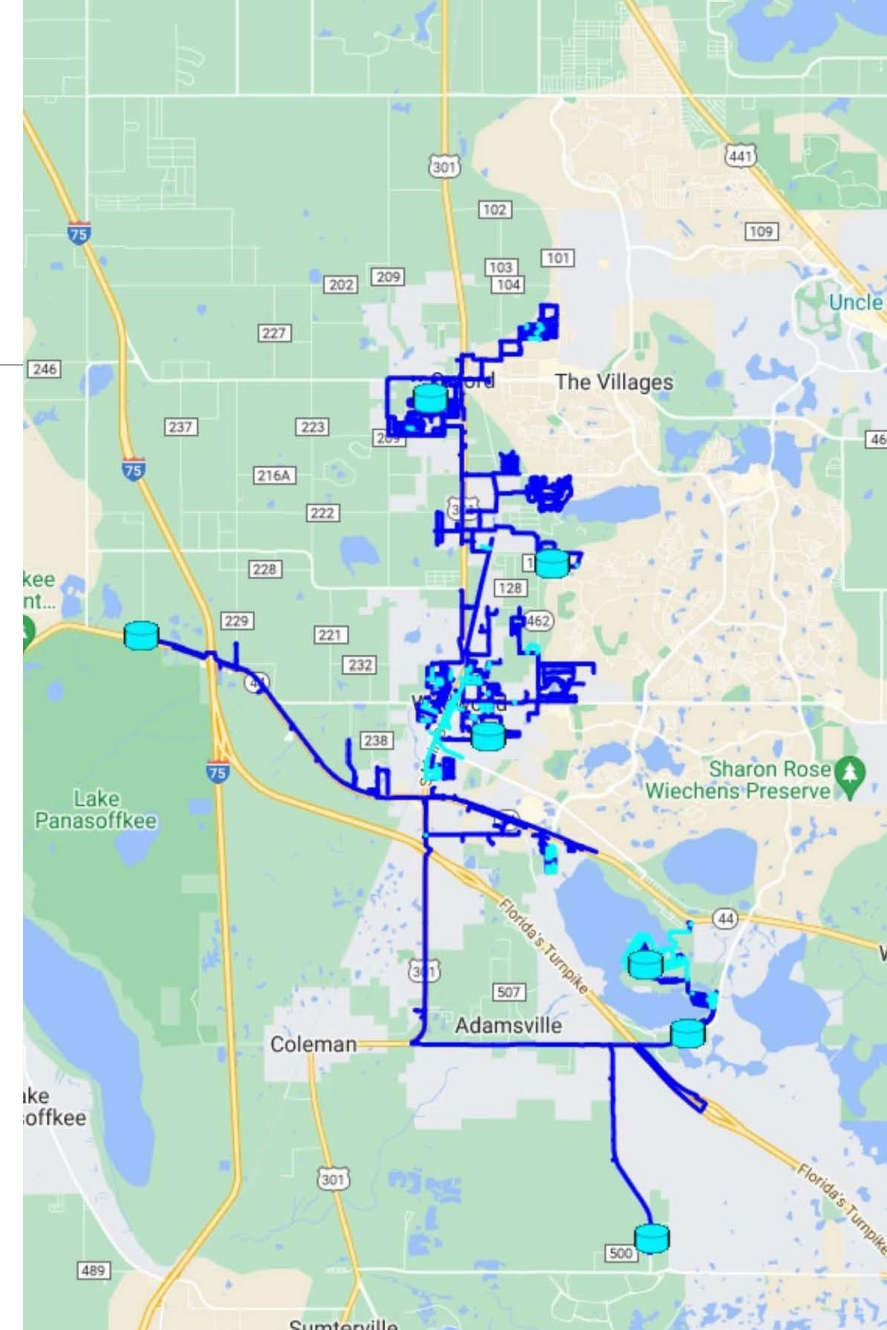
- Inspect, repair, or install all cleanouts in the 1.5-mile area cleaned by the Vac-Truck crew.
- Install a concrete ring or poured concrete form around the City's 6-inch cleanout for protection.
- Paint cleanouts green for easier identification.

Week 4:

- Open and inspect all manhole lids in a 1.5-mile area.
- Assess condition, document damage, and compile a list for repairs, coatings, or ring and lid replacements under the Manhole Rehabilitation Program.

Our Distribution System

- 2,526 Isolation Valves
- 667 Fire Hydrants
- 132 Miles of Distribution Pipe
- 8,812 Water Meters
- 289 Backflow Devices
- 69 Air Release Valves



Distribution System Maintenance

- Maintenance has become a high priority in identifying aged infrastructure in need of replacement and repair.
- Over the past 12 months, our collection technicians performed the following maintenance:
 1. Installed and replaced 500 water meters
 2. Exercised 304 isolation valves and 667 hydrant valves
 3. Performed 1,062 meter box maintenance tasks
 4. Repaired 44 water leak repairs on services, and lines up to 12" main lines
 5. Replaced 1,652' of aging 2" metal water main, installed 353' of new 2" water main
 6. Supervised the maintenance and flushing of all 667 fire hydrants

Examples of Routine Maintenance

**12" WATER MAIN REPAIR IN
OXFORD OAKS**



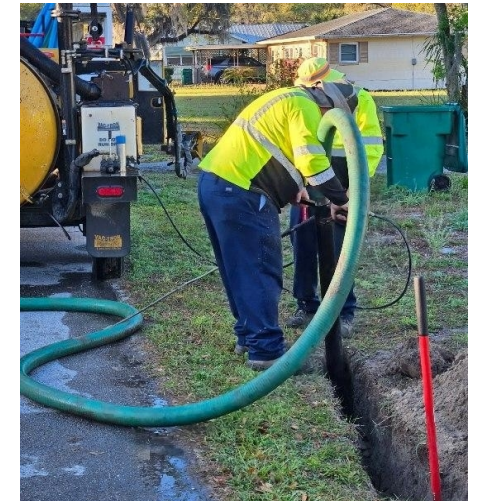
**LIVE MAIN LINE REPAIR IN
CONTINENTAL**



**DEAD END AND MAIN LINE
FLUSHING**



**2" METAL WATER MAIN
REPLACEMENT**



Monthly distribution maintenance procedures are defined in the department's SOP #2021-1:
"Distribution & Collections Monthly Maintenance"

Examples Of Routine Maintenance

Maintenance staff will prepare and maintain a plan that will systematically provide staff with data for tracking maintenance on the system.

- A. Distribution (Maintenance): During the first week of every month, one distribution personnel will complete meter reading and all re-reads for high or low consumption. The remaining distribution personnel shall utilize the system maps to locate all valves starting at the far north end of the system. All City valves (regardless of size) shall be located, valve boxes cleaned out with a vac-trailer if permissible, and a minimum of 50 valves in the distribution system will be exercised. (Any repairs necessary shall be fixed at that time or scheduled and shall be recorded as activities in the valve maintenance logbook, which shall be kept up to date.)
- B. Distribution (Maintenance): During the second, third, and fourth week of every month, one distribution personnel will complete the monthly flushing route. Check all automatic flushing devices for proper operation, run times, and how many gallons of water are used to flush the line. This shall be recorded on the flushing report form and turned in to the water division administrative assistant.
- C. During the month, any emergencies may take precedence over our routine maintenance schedule, i.e. main line breaks, sewer backups, or any other department needs. The distribution/collections manager will determine what emergency will take priority over monthly maintenance.