

2. **REPORTS AND PUBLIC INPUT**

- **SPECIAL PRESENTATION:** None at this time

(a) **CITY MANAGER:**

**NOTES: (2.f.)**

None

**REPORTS: (2.f.)**

(See "f" below)

(b) **CITY ATTORNEY:**

(1)

(c) **CITY CLERK:**

(1)

(d) **COMMISSION MEMBERS:**

(1)

(e) **PUBLIC FORUM:**

(1)

(f) **NOTES/REPORTS/FILED ITEMS:**

1. **FYI** - Report on quiet title issue relative to Parcel D17=040 Oxford Park (Attachments)
2. **Update** on Champagne Farms Well Site Litigation update (NO Attachments)
3. **Update** on Fiber Optic and Computer Upgrade update (Attachments)
4. **FYI** – Joint Planning Area Timeline and Sequence of Events (Attachment)
5. **FYI** – CDBG (Community Development Block Grant) Update – Initial Rankings (Attachment)
6. **FYI** – Wildwood/Bushnell library reports – updates (Attachments)
7. **FYI** – Budget Analysis Report for November 2010 (Attachments)
8. **FYI**–Emergency purchase of Flygt Prop Mixer for WWTP to repair Oxidation Ditch #1 (Attachments – Staff Recommends Approval)

*Jerri A. Blair, P.A.*

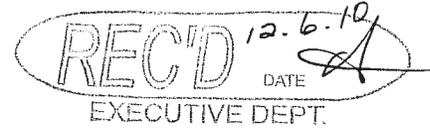
Attorney and Counselor At Law

Jerri A. Blair  
Attorney at Law

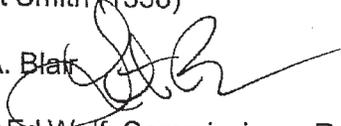
131 W. Main St.  
P.O. Box 130  
Tavares, FL 32778-0130  
Lake (352) 343-3755  
Sumter (352) 748-3728  
(352) 343-5301 fax

2. a. (f.1.)  
REPORTS &  
PUBLIC INPUT  
FYI - Report on  
quiet title issue  
relative to Parcel  
D17=040 Oxford  
Park

MEMO



TO: Robert Smith (1338)

FROM: Jerri A. Blair 

CC: Mayor Ed Wolf; Commissioner Ronald Allen; Commissioner Pamela Bivins;  
Commissioner Robby Strickland; Commissioner Don Clark (1338)

RE: City of Wildwood v. Oddfellows/Oxford Park Quiet Title

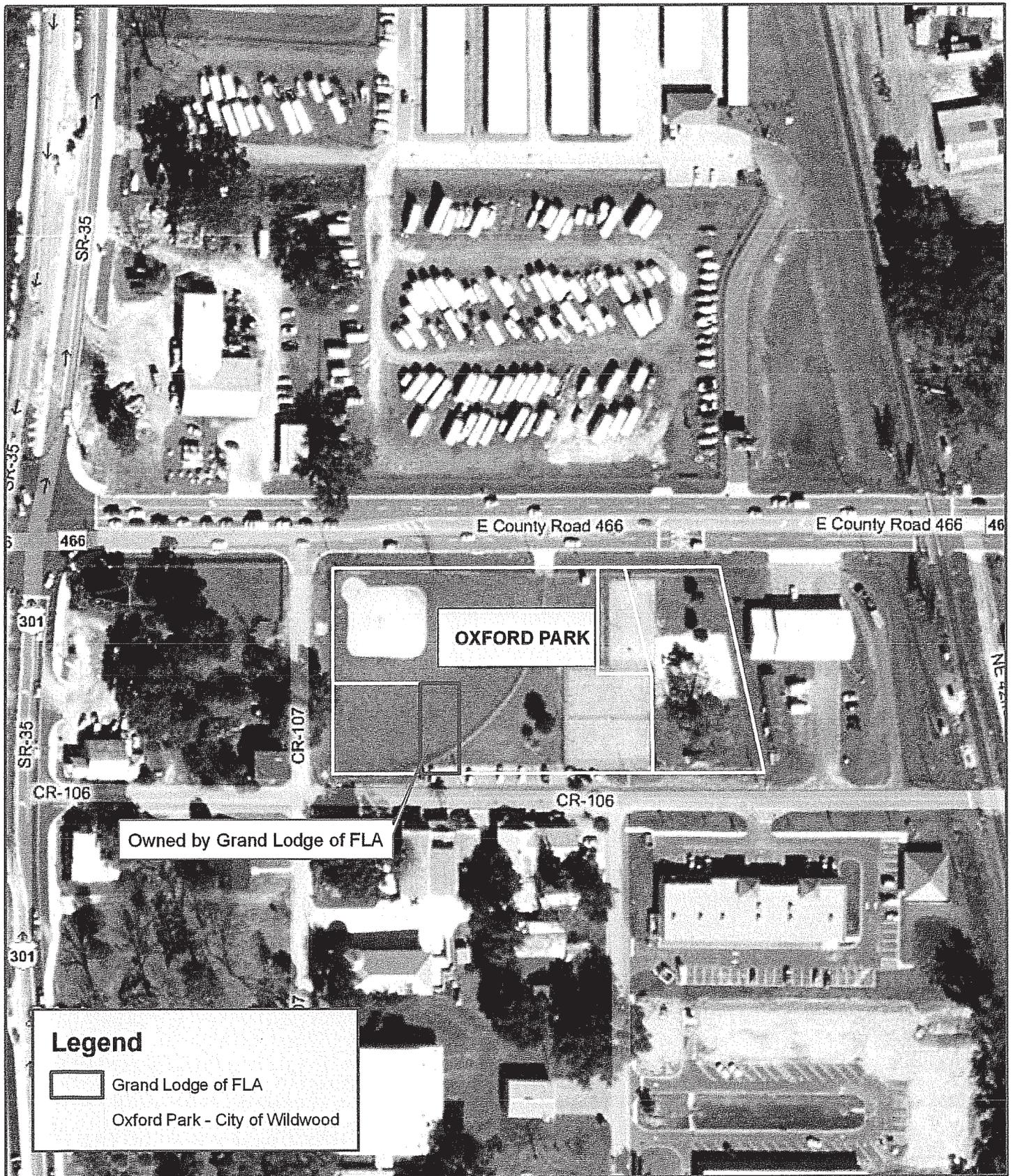
DATE: December 6, 2010

As you know, I was directed to file a quiet title action on a parcel of property located in Oxford Park after the City received title to Oxford Park from the County. I had a property expert do a search of the parcel that continues to be owned by Oddfellows which was indicated by the County to be included as a part of Oxford Park. It appears that title for that portion of Oxford Park remains with Oddfellows. However, it is my understanding that the County has maintained and taken care of the property for well over twenty years. Accordingly, there should be some relief based upon a theory of prescriptive easement and/or adverse possession.

I filed a bare bones complaint initially hoping that Oddfellows, because it no longer had any presence in Sumter County, would agree to the quiet title. Many times in such a case that occurs because people do not want to become involved if they no longer have an interest in the area where the property is located. However, Oddfellows has defended vigorously.

I am working on developing a history of the property with Sumter County which will help us if we have to go to trial in this action. I would also like permission to obtain a map of some type which could be created by either the engineer or surveyor showing the layout of the various parcels within Oxford Park. This would be extremely helpful to me. Also because of the fact that this property sort of drifted into use by the County I would like to make sure there is no other parcel that we need to deal with.

While there are substantial defenses to the City's right to the property pursuant to the theory of adverse possession, I believe that at the very least, the City has a very good chance of establishing a permanent easement over the property for public use for recreation purposes. That would serve the same purpose.



1 inch = 150 feet

### Oxford Park

2. a. (f.1.) REPORTS & PUBLIC INPUT FYI – Report on quiet title issue relative to Parcel D17=040 Oxford Park



**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

**SUBJECT:** Fiber Optic and Computer Upgrade Update  
**REQUESTED ACTION:** FYI

Work Session (Report Only)    **DATE OF MEETING:** 12/13/10  
 Regular Meeting                       Special Meeting

**CONTRACT:**     N/A    **Vendor/Entity:** \_\_\_\_\_  
                    **Effective Date:** \_\_\_\_\_                      **Termination Date:** \_\_\_\_\_  
                    **Managing Division / Dept:** \_\_\_\_\_

**BUDGET IMPACT:**                      \$150,000  
 Annual                      **FUNDING SOURCE:**                      Wastewater Operational Revenues  
 Capital                      **EXPENDITURE ACCOUNT:**                      Wastewater Operations  
 N/A

**HISTORY/FACTS/ISSUES:**

Mayor & Commission,

Over the past several weeks, City Staff have been working on various options to resolve and update the City's computer system. Currently, City Staff have been operating on systems that are outdated, inoperable, or have become maintenance nightmares. In addition, the various City Departments are unable to communicate and access other departments' files or operating systems. This lack of communication and access has become an increasing problem. In order to resolve these issues, staff will be working on the following plan of action and bring back proposals for approval.

- Develop plan to interconnect City system (fiber or wireless)
- Upgrade Basic Operating Software
- Contract with IT Solutions Group to maintain and repair system as needed
- Establish Intranet System with email and calendar access for all employees.
- Incorporate better billing software as well as online bill pay.

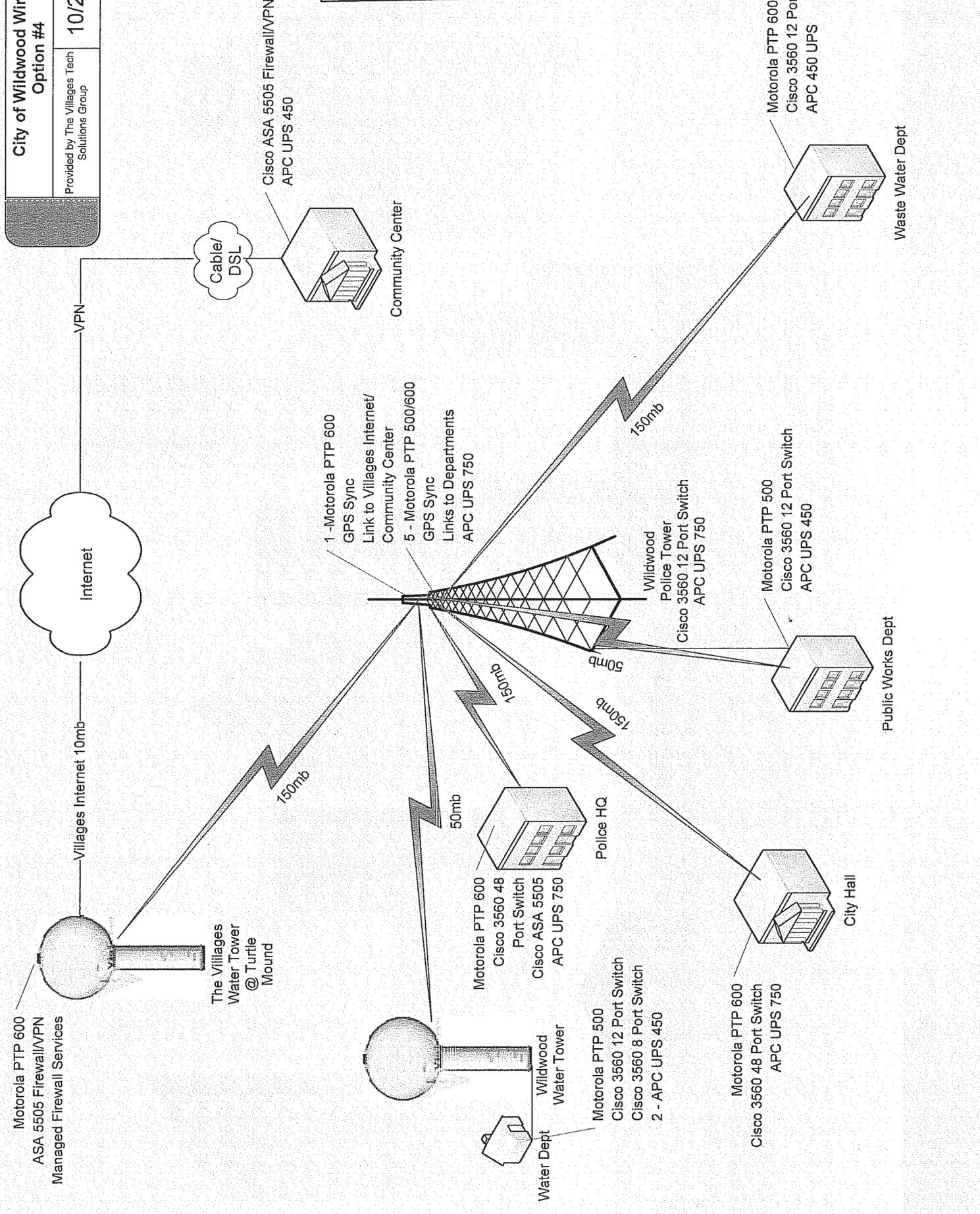
City Staff have met with various providers to bridge the information technology gap between departments and internal software. In January, staff will bring a formal proposal to the Commission for approval if funds allow.

Regards,

Robert Smith



2. a. REPORTS & PUBLIC INPUT:  
(f. 3.) FYI – Update on Fiber Optic and Computer



Joint Planning Area - Timeline and Sequence of Events

| Task  | Targeted Completion Dates |        |        |        |        |        |        |        |        |        |        |        |        |        |
|---|---------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|   | Jul-10                    | Aug-10 | Sep-10 | Oct-10 | Nov-10 | Dec-10 | Jan-11 | Feb-11 | Mar-11 | Apr-11 | May-11 | Jun-11 | Jul-11 | Aug-11 |
| Finalize Land Use Plan                              | X                         |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Public Facilities Analysis                          |                           | X      |        |        |        |        |        |        |        |        |        |        |        |        |
| Lake Sumter - MPO Transportation Analysis - City    |                           |        |        | X      |        |        |        |        |        |        |        |        |        |        |
| Lake Sumter - MPO Transportation Analysis - County  |                           |        |        | X      |        |        |        |        |        |        |        |        |        |        |
| Finalize Data and Analysis                          |                           |        |        | X      |        |        |        |        |        |        |        |        |        |        |
| Finalize Goals, Objectives and Policies             |                           |        |        | X      |        |        |        |        |        |        |        |        |        |        |
| LPA Hearing   |                           |        |        |        |        |        |        | X      |        |        |        |        |        |        |
| Commission Hearing                                  |                           |        |        |        |        |        |        | X      |        |        |        |        |        |        |
| Transmittal to DCA for Review                       |                           |        |        |        |        |        |        | X      |        |        |        |        |        |        |
| DCA Issues Objections, Recommendations and Comments |                           |        |        |        |        |        |        |        | X      |        |        |        |        |        |
| Respond to ORC and Adoption of the Amendment        |                           |        |        |        |        |        |        |        |        | X      |        |        |        |        |
| DCA Makes Compliance Determination                  |                           |        |        |        |        |        |        |        |        |        | X      |        |        |        |

Notes:

Sumter County LPA to make a recommendation to BOCC prior to City LPA hearing  
 Sumter County BOCC to adopt amendment prior to City Commission adopting the amendment

Legend

-  Task Completed
-  Task in Progress
-  Future Task

## Pam Law

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**From:** Robert Smith [rsmith-wildwood@cfl.rr.com]  
**Sent:** Wednesday, December 01, 2010 2:06 PM  
**To:** 'Pam Law'  
**Subject:** FW: Initial Ranking of CDBG grant application scores  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed  
**Attachments:** 2010 CDBG Rankings (1).pdf; \_Certification\_.txt

**From:** andy easton [mailto:andyeaston2@msn.com]  
**Sent:** Wednesday, December 01, 2010 12:14 PM  
**To:** Robert Smith  
**Cc:** Dave Grimm; Rick Bushe  
**Subject:** Initial Ranking of CDBG grant application scores

Robert - FYI - here are the initial rankings for the CDBG grant applications. It looks like we are off to a good start. As I mentioned earlier, the next step is for DCA to do a site visit (in a month or so). I will be coordinating with Dave to organize the information needed for the site visit.

Also, research on municipal grants for better computer communication/access is underway and there is not much to report at this time.

- Andy

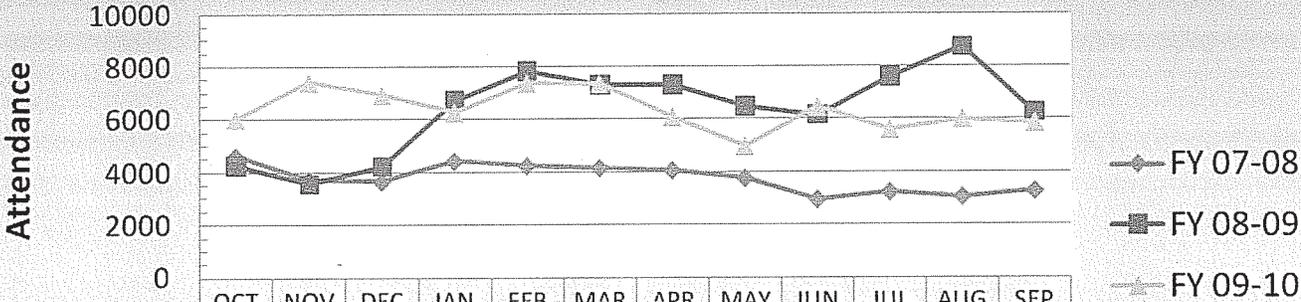
Andy Easton, AICP Andy Easton & Associates 203 Ridgeland Road Tallahassee, Florida 32312 Fax: 850-386-6404 Phone: 850-445-7829 email: andyeaston2@msn.com

12/6/2010

| FFY 2010 Florida Small Cities CDBG Neighborhood Revitalization Applications<br>Ranking of Applications by Applicant Self-Score |                     |                 |                      |
|--|---------------------|-----------------|----------------------|
| Application No.  | Applicant Name      | Funding Request | Applicant Self-Score |
| NA15   | Clay County         | \$750,000.00    | 744.04               |
| NA12   | Wildwood            | \$700,000.00    | 718.14               |
| NA29   | Greensboro          | \$600,000.00    | 700.38               |
| NA11   | Brooksville         | \$750,000.00    | 697.36               |
| NA30   | Blountstown         | \$650,000.00    | 695.30               |
| NA20   | Campbellton         | \$600,000.00    | 695.08               |
| NA01   | Jasper              | \$650,000.00    | 675.25               |
| NA07   | Dixie County        | \$750,000.00    | 662.07               |
| NA28   | Chattahoochee       | \$700,000.00    | 656.95               |
| NA31   | Bristol             | \$600,000.00    | 653.71               |
| NA25   | Lake Butler         | \$650,000.00    | 648.05               |
| NA27   | Worthington Springs | \$600,000.00    | 643.26               |
| NA09   | Florida City        | \$750,000.00    | 636.69               |
| NA32   | Gretna              | \$700,000.00    | 611.42               |
| NA13   | Bowling Green       | \$700,000.00    | 602.78               |
| NA03   | Fellsmere           | \$700,000.00    | 598.54               |
| NA21   | Jay                 | \$600,000.00    | 591.83               |
| NA22   | Santa Rosa          | \$750,000.00    | 587.43               |
| NA06   | Midway              | \$650,000.00    | 582.66               |
| NA19   | Chipley             | \$700,000.00    | 565.22               |
| NA05   | Brooker             | \$600,000.00    | 558.01               |
| NA02   | Madison County      | \$440,291.00    | 553.00               |
| NA08   | Polk City           | \$650,000.00    | 549.11               |
| NA17   | Davenport           | \$650,000.00    | 533.97               |
| NA23   | Apalachicola        | \$700,000.00    | 528.15               |
| NA04   | Ponce de Leon       | \$600,000.00    | 500.24               |
| NA14   | Zephyrhills         | \$750,000.00    | 489.06               |
| NA16   | Gilchrist County    | \$750,000.00    | 459.54               |
| NA24   | Lacrosse            | \$600,000.00    | 450.70               |
| NA10   | Sumter County       | \$750,000.00    | 428.43               |
| NA18   | Westville           | \$600,000.00    | 411.06               |
| NA26   | Fort White          | \$225,000.00    | 334.09               |

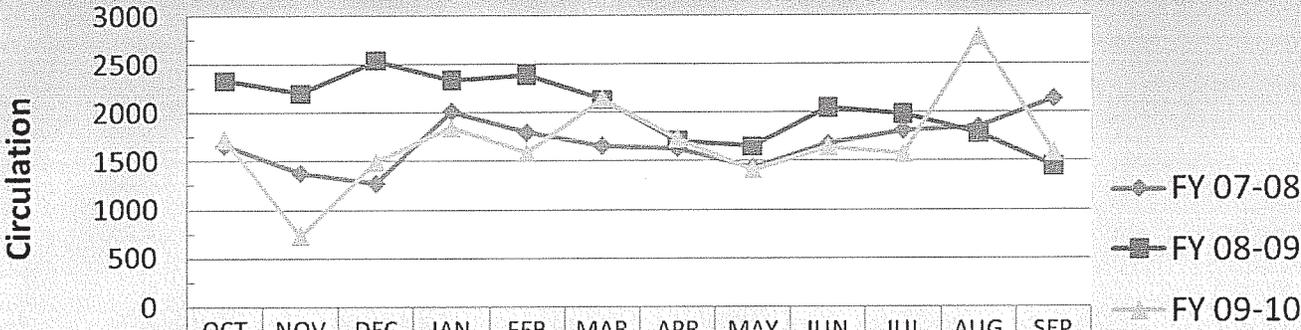
Updated November 30 2010

### Wildwood Branch Attendance Comparison



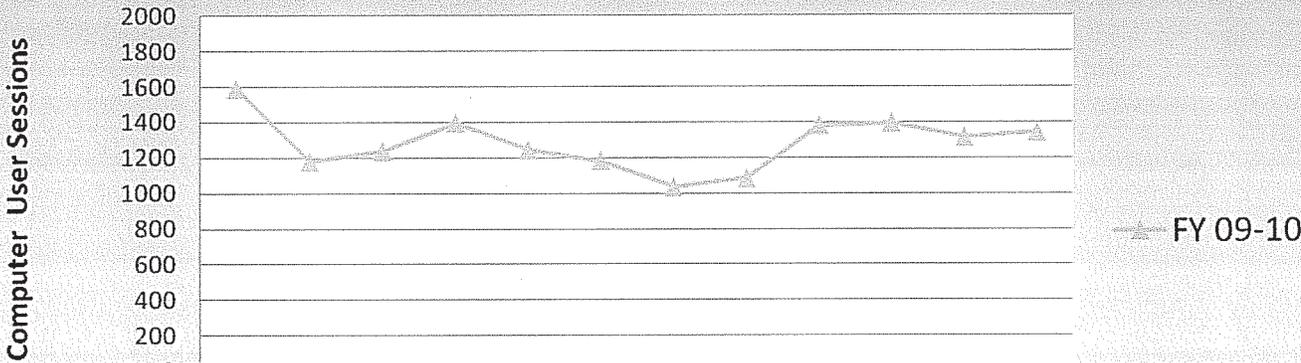
|         | OCT  | NOV  | DEC  | JAN  | FEB  | MAR  | APR  | MAY  | JUN  | JUL  | AUG  | SEP  |
|---------|------|------|------|------|------|------|------|------|------|------|------|------|
| FY07-08 | 4629 | 3707 | 3658 | 4432 | 4256 | 4172 | 4075 | 3776 | 2958 | 3237 | 3063 | 3278 |
| FY08-09 | 4259 | 3557 | 4224 | 6723 | 7843 | 7295 | 7295 | 6486 | 6166 | 7596 | 8733 | 6263 |
| FY09-10 | 6030 | 7430 | 6943 | 6270 | 7382 | 7356 | 6092 | 4970 | 6467 | 5611 | 6008 | 5853 |

### Wildwood Branch Circulation Comparison



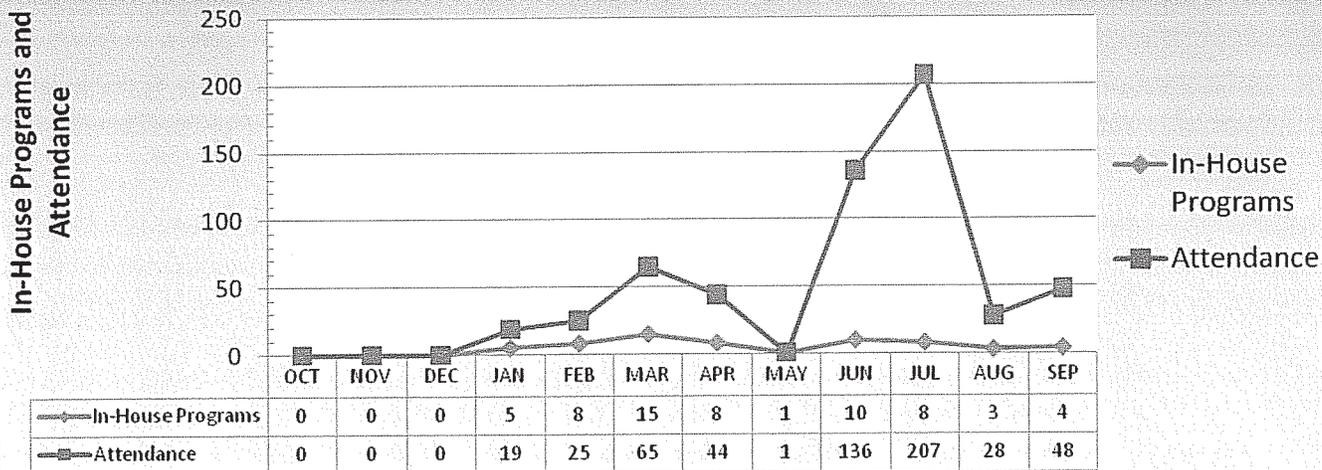
|         | OCT  | NOV  | DEC  | JAN  | FEB  | MAR  | APR  | MAY  | JUN  | JUL  | AUG  | SEP  |
|---------|------|------|------|------|------|------|------|------|------|------|------|------|
| FY07-08 | 1665 | 1384 | 1275 | 2017 | 1799 | 1661 | 1633 | 1437 | 1678 | 1817 | 1848 | 2143 |
| FY08-09 | 2334 | 2204 | 2543 | 2338 | 2393 | 2139 | 1714 | 1652 | 2048 | 1987 | 1782 | 1450 |
| FY09-10 | 1735 | 730  | 1501 | 1848 | 1591 | 2148 | 1737 | 1414 | 1647 | 1579 | 2794 | 1595 |

### Wildwood Branch Computer Usage

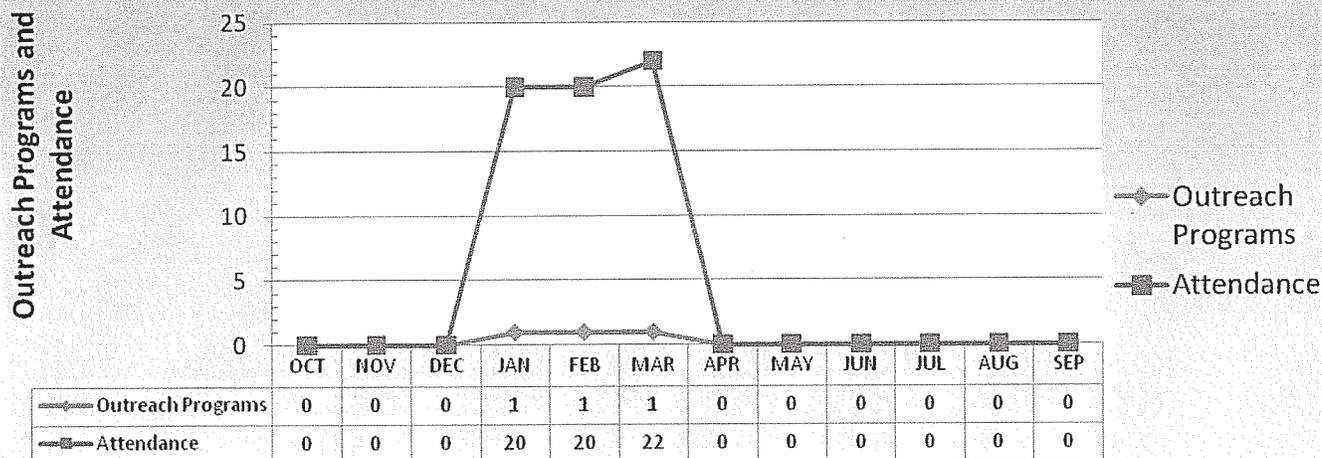


|         | OCT  | NOV  | DEC  | JAN  | FEB  | MAR  | APR  | MAY  | JUN  | JUL  | AUG  | SEP  |
|---------|------|------|------|------|------|------|------|------|------|------|------|------|
| FY09-10 | 1590 | 1178 | 1238 | 1397 | 1247 | 1183 | 1036 | 1084 | 1384 | 1397 | 1316 | 1343 |

### Wildwood Branch In-House Programs and Attendance

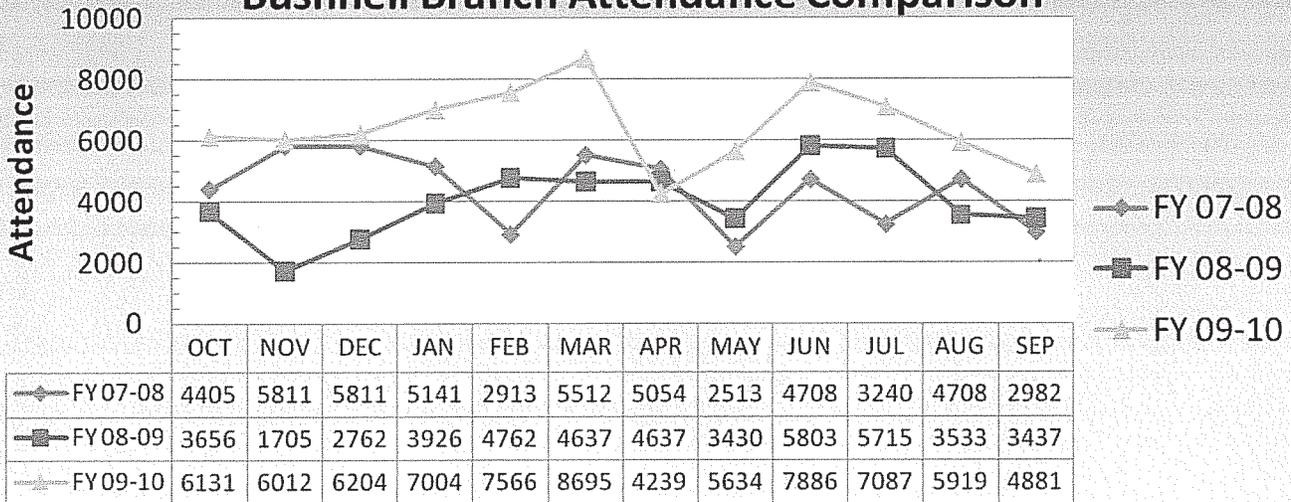


### Wildwood Branch Outreach Programs and Attendance

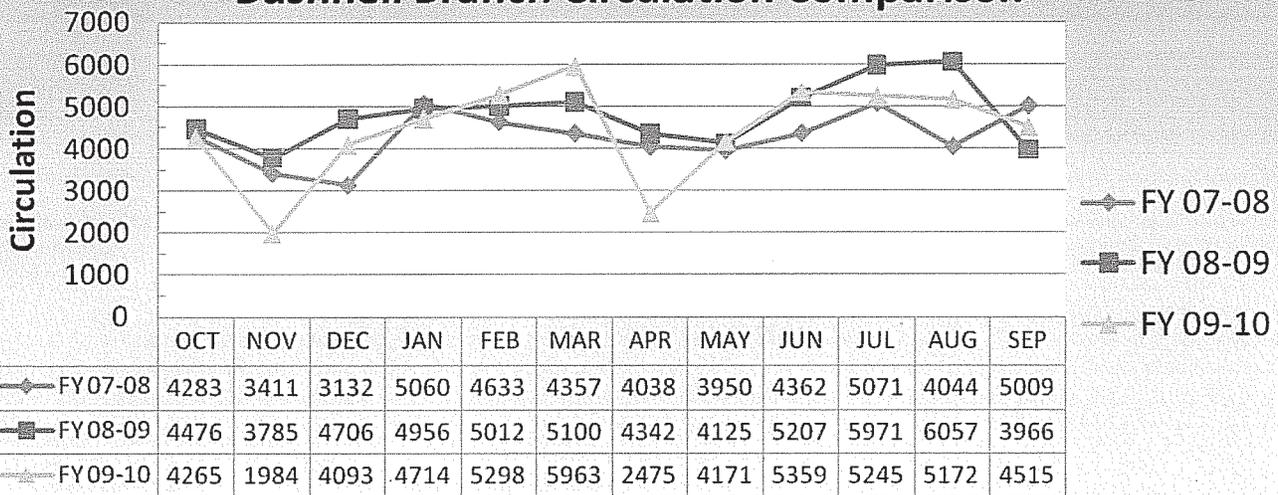


Updated November 30 2010

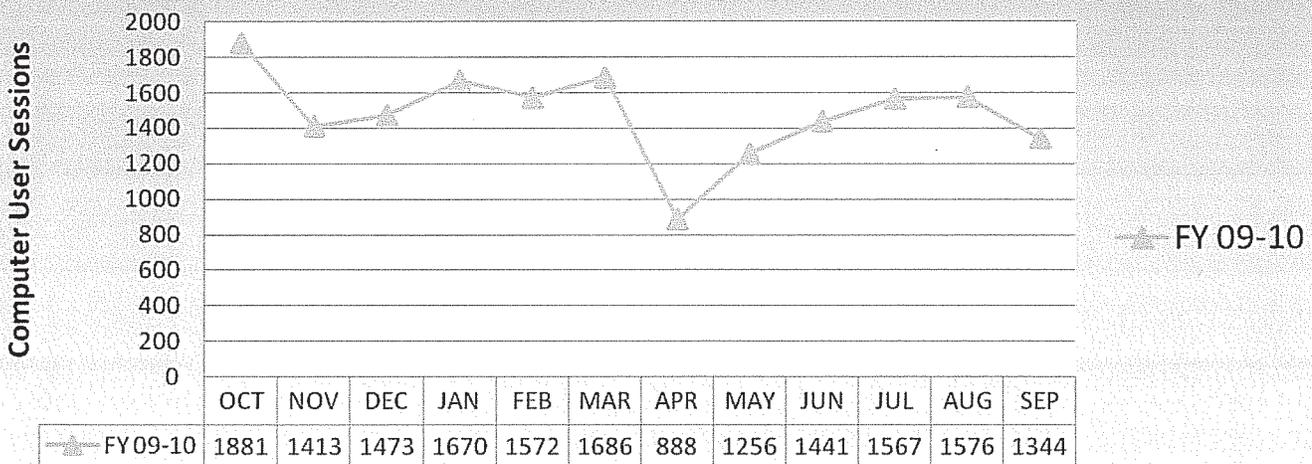
### Bushnell Branch Attendance Comparison



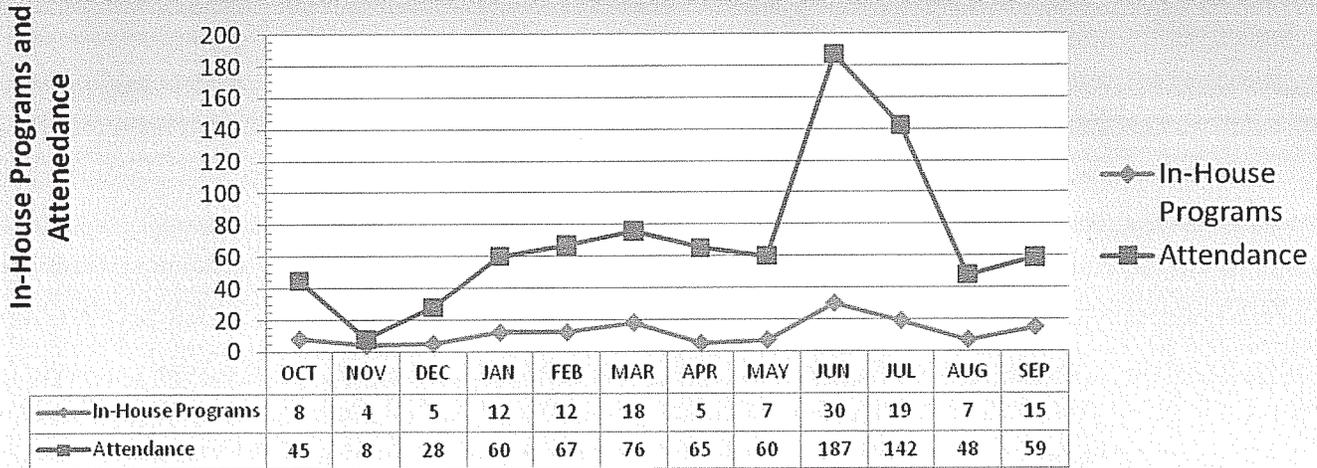
### Bushnell Branch Circulation Comparison



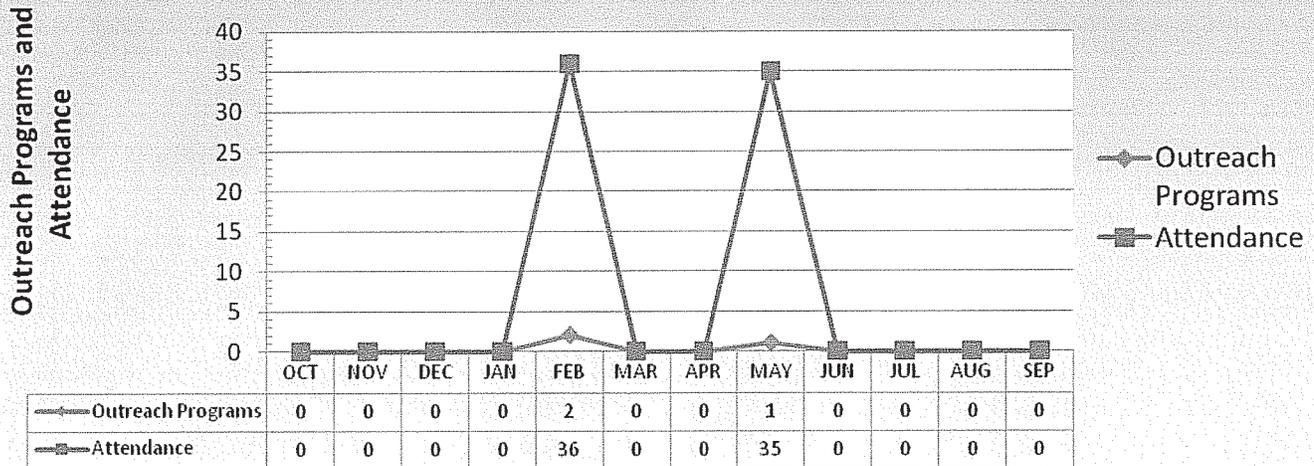
### Bushnell Branch Computer Usage



### Bushnell Branch In-House Programs and Attendance



### Bushnell Branch Outreach Programs and Attendance

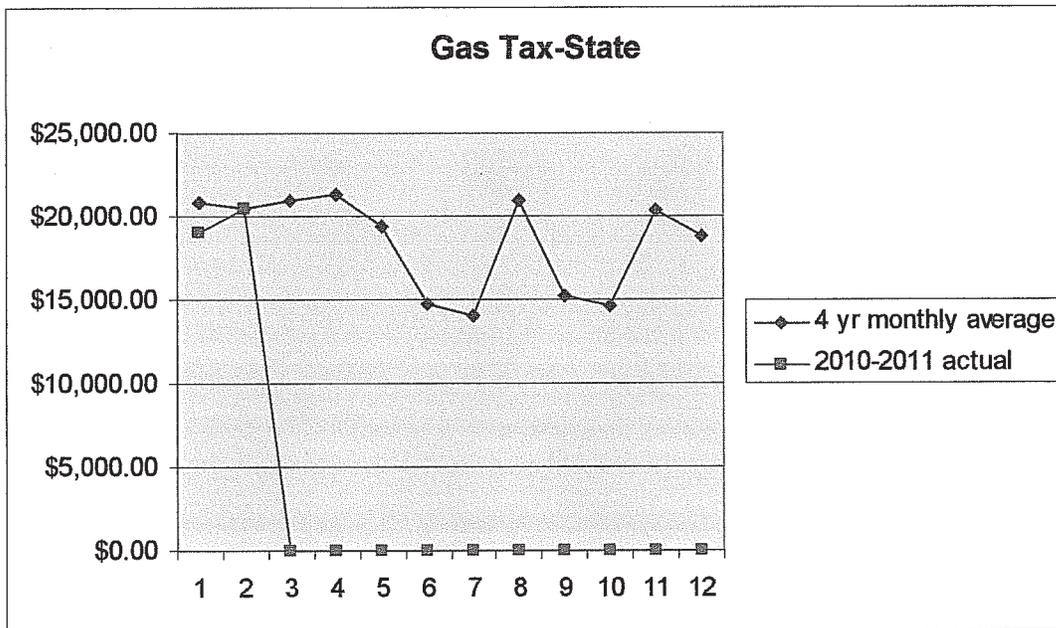
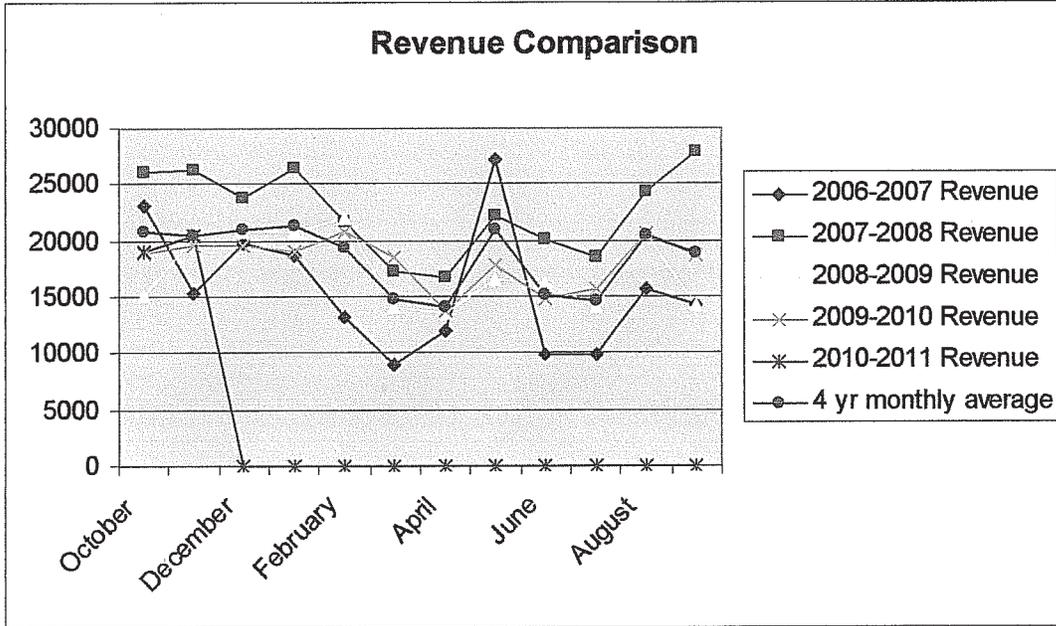


## GENERAL FUND REVENUE - BUDGET ANALYSIS REPORT FISCAL YEAR 10-11

| ITEM   | BUDGETED        | ACTUAL        |
|--|-----------------|---------------|
| Inter-Fund Transfers: Industrial Park                            | \$ 10,000.00    | \$ 161,801.52 |
| Inter-Fund Transfers: Enterprise Transfer In                     | \$ 405,560.00   |               |
| Interfund Transfers-5% TIE & Connection Fees                     | \$ -            |               |
| General Revenue-State (INTERGOVT)                                | \$ 153,329.00   | \$ 25,515.50  |
| Gas Tax-State (\$.04 + .01) -Local Option (INTERGOVT)            | \$ 225,376.00   | \$ 39,464.99  |
| State Sales Tax (.005 cent) (INTERGOVT)                          | \$ 244,136.00   | \$ 34,418.13  |
| .01 Infrastructure Surtax (INTERGOVT) Discretionary Sales Surtax | \$ 441,083.00   | \$ 67,677.79  |
| County Motor Fuel Tax (9th cent) (INTERGOVT)                     | \$ 40,000.00    | \$ 6,632.03   |
| State Beverage License (INTERGOVT)                               | \$ 3,500.00     | \$ 2,171.02   |
| Mobile Home License (INTERGOVT)                                  | \$ 13,000.00    | \$ 561.21     |
| Ad Valorem Taxes   | \$ 1,143,296.00 | \$ 69,106.13  |
| Utility Tax Water Sales-City                                     | \$ 30,000.00    | \$ 5,521.66   |
| Utility Tax-Villages 5% Water Utility                            | \$ 135,000.00   | \$ 24,191.88  |
| Utility Tax (Electric/Gas)                                       | \$ 215,000.00   | \$ 40,039.70  |
| Telecommunications Tax   | \$ 183,347.00   | \$ 33,303.29  |
| Franchise Tax  | \$ 575,000.00   | \$ 110,828.01 |
| Interest Income  | \$ 23,000.00    | \$ 256.62     |
| Community Development Services                                   | \$ 166,000.00   | \$ 8,909.38   |
| Second Dollar Fund   | \$ 1,250.00     | \$ 2,000.95   |
| Fines & Forfeitures  | \$ 45,000.00    | \$ 12,540.59  |
| Community Center   | \$ 30,000.00    | \$ 2,748.81   |
| Miscellaneous GF Revenue   | \$ 17,500.00    | \$ 1,279.73   |
| Summer Camp Registration   | \$ 20,000.00    |               |
| Private Contributions Summer Camp                                | \$ 10,000.00    |               |
| Dixie Youth Baseball Registration                                | \$ 1,000.00     |               |
| Life Flight Lease Payments                                       | \$ 12,000.00    | \$ 2,000.00   |
| Fuel Tax Refunds   | \$ 4,000.00     |               |
| Auction/Land Sales Proceeds                                      | \$ 15,000.00    | \$ 350.00     |
| Police User Fee  | \$ 160,000.00   | \$ 28,085.00  |
| Concession Stand Income  | \$ -            |               |
| The Villages Amended Agreement                                   | \$ 45,000.00    | \$ 135,000.00 |
| CRA Administration Costs   | \$ 19,297.00    | \$ -          |
| Villages Amended Agreement-2007                                  | \$ 45,000.00    |               |
| City Occupational License  | \$ -            | \$ 2,074.50   |
| Community Center Reservation Fee                                 | \$ -            | \$ 200.00     |
| Growers Market Revenue   | \$ 17,640.00    | \$ 2,440.00   |
| P&R Recreational Activities                                      | \$ 15,000.00    | \$ 429.00     |
| Sumter County Dispatch Compensation                              | \$ 100,000.00   | \$ 100,000.00 |
| Admin Building Services  | \$ 60,000.00    | \$ 20,924.80  |
| Code Enforcement   | \$ 9,000.00     | \$ -          |
| FDOT Agreement   | \$ 6,481.00     | \$ -          |
| Total  | \$ 4,639,795.00 | \$ 814,403.94 |

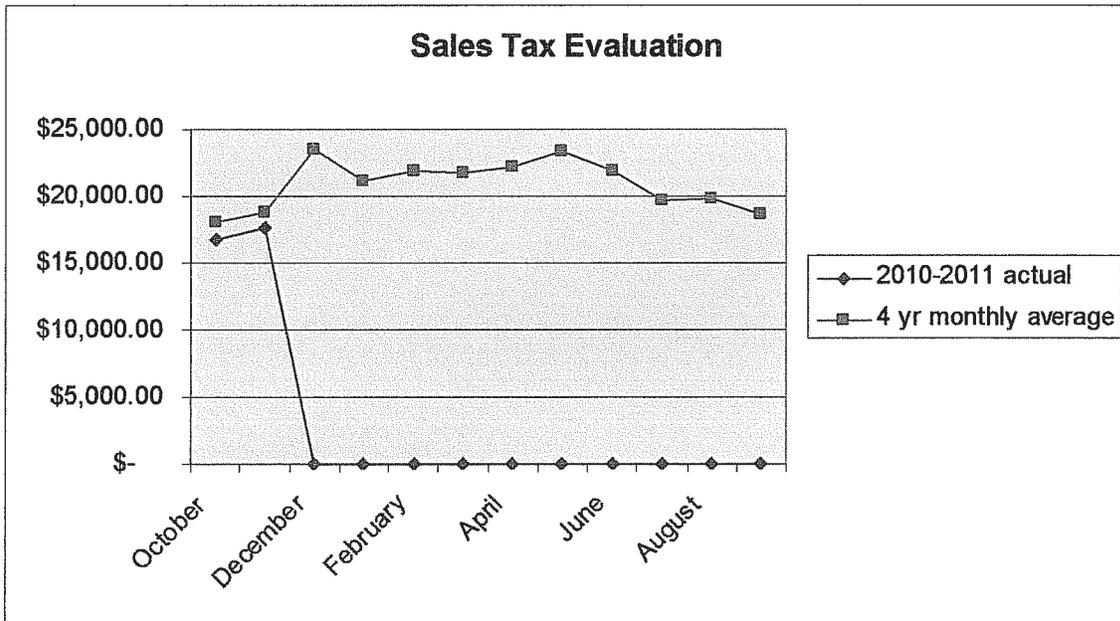
### GAS TAX

|                      |             |
|----------------------|-------------|
| BUDGETED             | \$225,376   |
| 4 YR MONTHLY AVERAGE | \$41,244.10 |
| Thru November 2010   | \$39,464.99 |



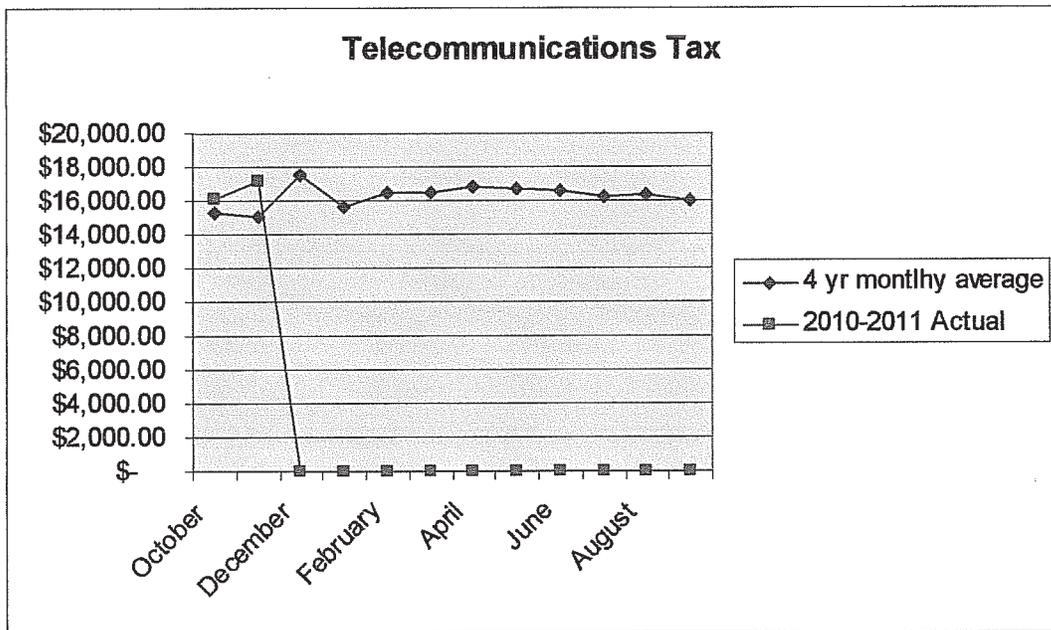
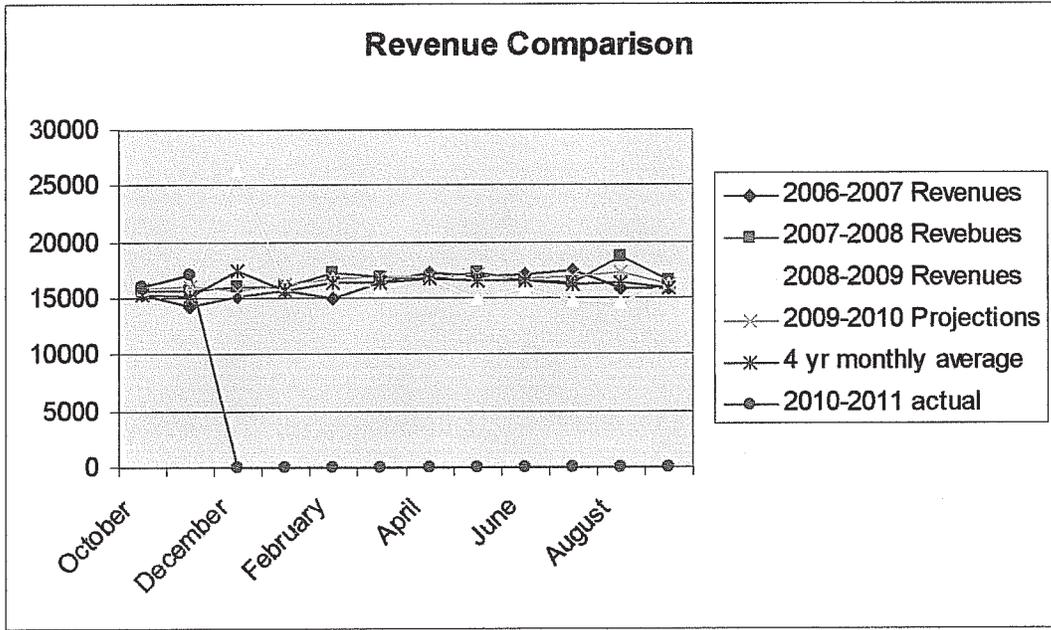
**SALES TAX**

|                             |             |
|-----------------------------|-------------|
| <b>BUDGETED</b>             | \$244,136   |
| <b>4 YR MONTHLY AVERAGE</b> | \$36,870.75 |
| <b>Thru November 2010</b>   | \$34,418.13 |



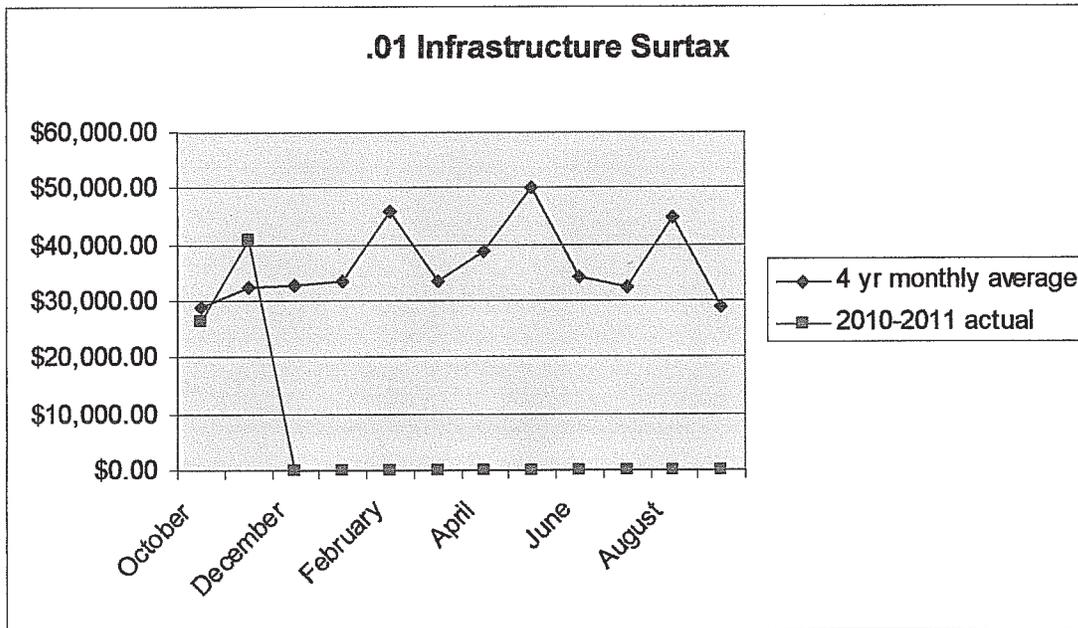
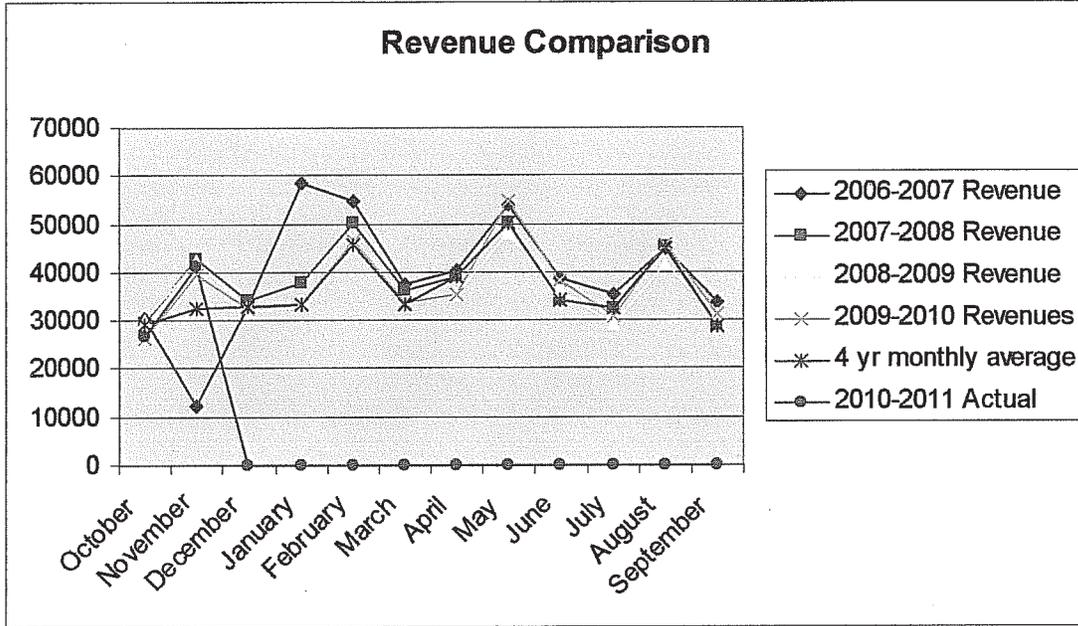
### TELECOMMUNICATIONS TAX

|                      |             |
|----------------------|-------------|
| BUDGETED             | \$183,347   |
| 4 YR MONTHLY AVERAGE | \$30,412.90 |
| Thru November 2010   | \$33,303.29 |



**.01 INFRASTRUCTURE SURTAX**

|                      |             |
|----------------------|-------------|
| BUDGETED             | \$441,083   |
| 4 YR MONTHLY AVERAGE | \$61,629.10 |
| Thru November 2010   | \$67,677.79 |

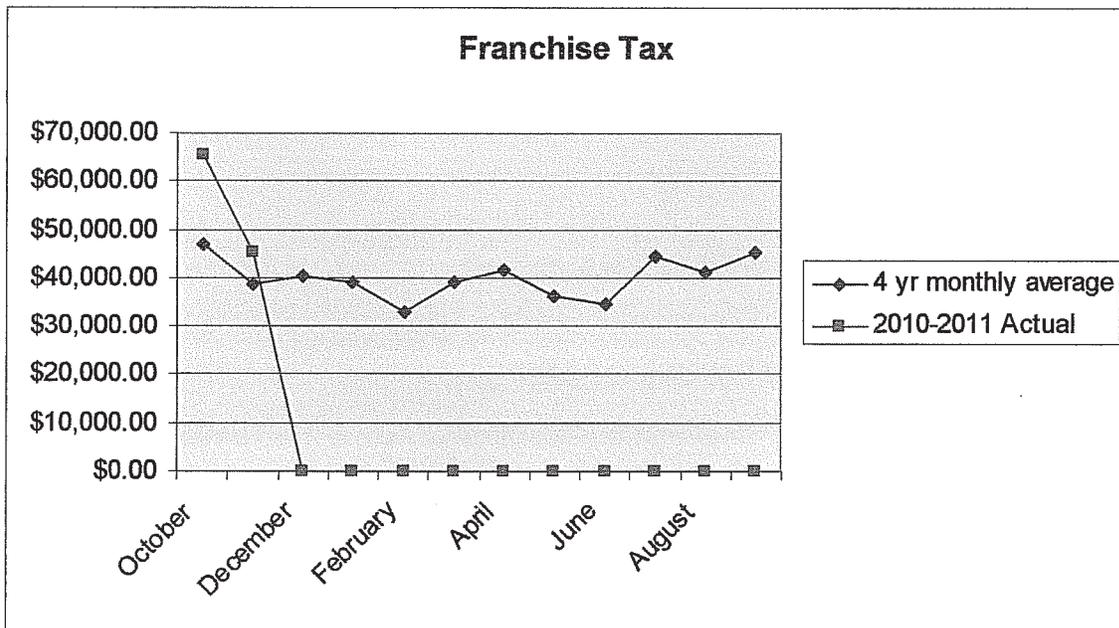
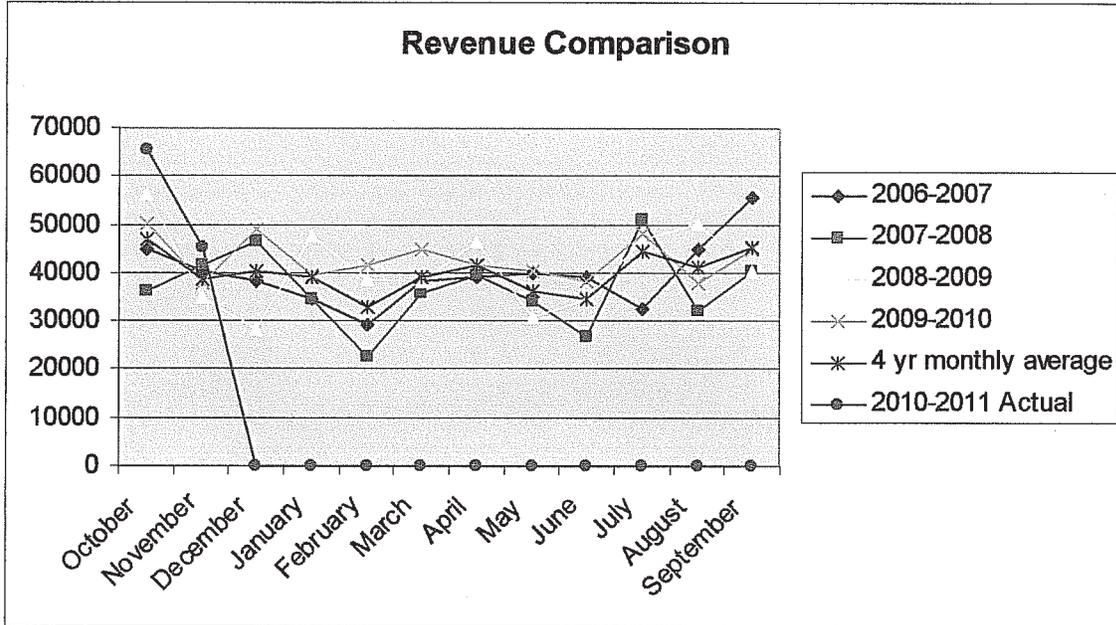


### FRANCHISE TAX

BUDGETED \$575,000

4 YR MONTHLY AVERAGE \$85,551.37

Thru November 2010 \$110,828.01



## General Fund Expenditures Budget Analysis Report

| GENERAL DEPARTMENTS               | Budgeted               | Actual               | Difference               |
|-----------------------------------|------------------------|----------------------|--------------------------|
| Legislative (Mayor/Commissioners) | \$ 55,621.00           | \$ 5,274.99          | \$ (50,346.01)           |
| Executive (City Manager)          | \$ 267,798.00          | \$ 40,366.33         | \$ (227,431.67)          |
| Financial Administrative          | \$ 600,822.00          | \$ 120,951.07        | \$ (479,870.93)          |
| Police                            | \$ 1,801,384.00        | \$ 272,758.88        | \$ (1,528,625.12)        |
| Community Center                  | \$ 48,639.00           | \$ 5,034.60          | \$ (43,604.40)           |
| Parks and Recreation              | \$ 365,659.00          | \$ 60,959.46         | \$ (304,699.54)          |
| Development Services              | \$ 364,250.00          | \$ 74,312.53         | \$ (289,937.47)          |
| Streets/Public Works              | \$ 717,036.00          | \$ 68,787.77         | \$ (648,248.23)          |
| Fleet Services                    | \$ 156,561.00          | \$ 24,038.38         | \$ (132,522.62)          |
| Human Resources                   | \$ 65,037.00           | \$ 3,551.44          | \$ (61,485.56)           |
| Community Redevelopment           | \$ 478,530.00          | \$ 10,867.80         | \$ (467,662.20)          |
| <b>TOTAL</b>                      | <b>\$ 4,921,337.00</b> | <b>\$ 686,903.25</b> | <b>\$ (4,234,433.75)</b> |

| DEBT SERVICE                     | Budgeted             | Actual      | Difference             |
|----------------------------------|----------------------|-------------|------------------------|
| Debt Service/City Hall Principal | \$ 28,271.00         | \$ -        | \$ (28,271.00)         |
| Debt Service/City Hall Interest  | \$ 93,360.00         | \$ -        | \$ (93,360.00)         |
| Debt Service/City Hall Reserve   | \$ 12,600.00         | \$ -        | \$ (12,600.00)         |
| <b>Total</b>                     | <b>\$ 134,231.00</b> | <b>\$ -</b> | <b>\$ (134,231.00)</b> |

|                           |                        |                      |                          |
|---------------------------|------------------------|----------------------|--------------------------|
| <b>GENERAL FUND TOTAL</b> | <b>\$ 5,055,568.00</b> | <b>\$ 686,903.25</b> | <b>\$ (4,368,664.75)</b> |
|---------------------------|------------------------|----------------------|--------------------------|

## Enterprise Fund Revenue Budget Analysis Report Fiscal Year 10-11

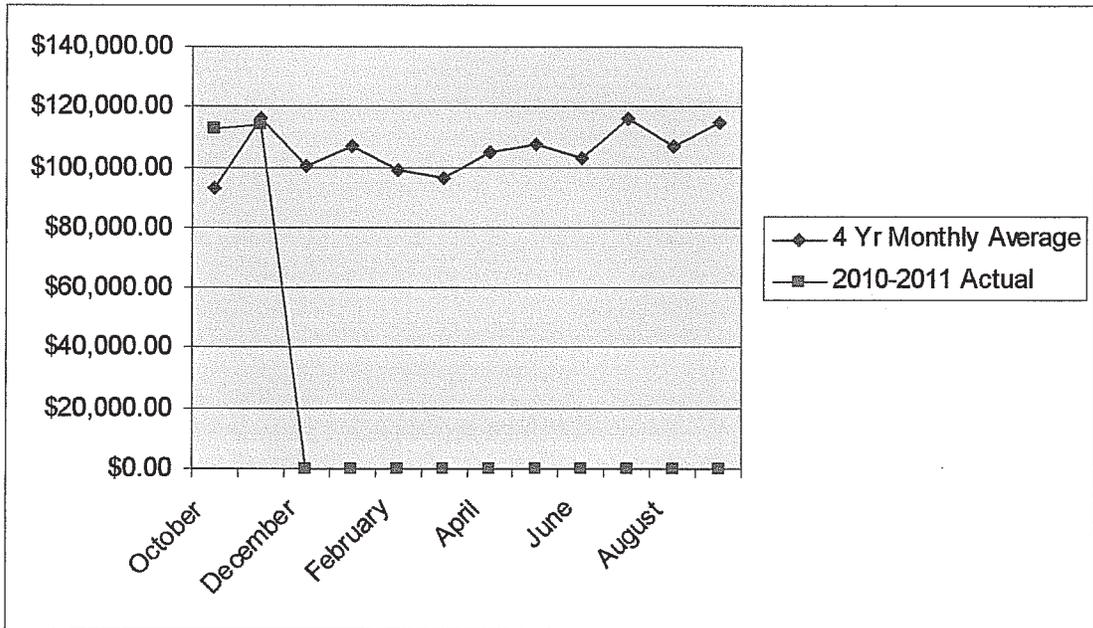
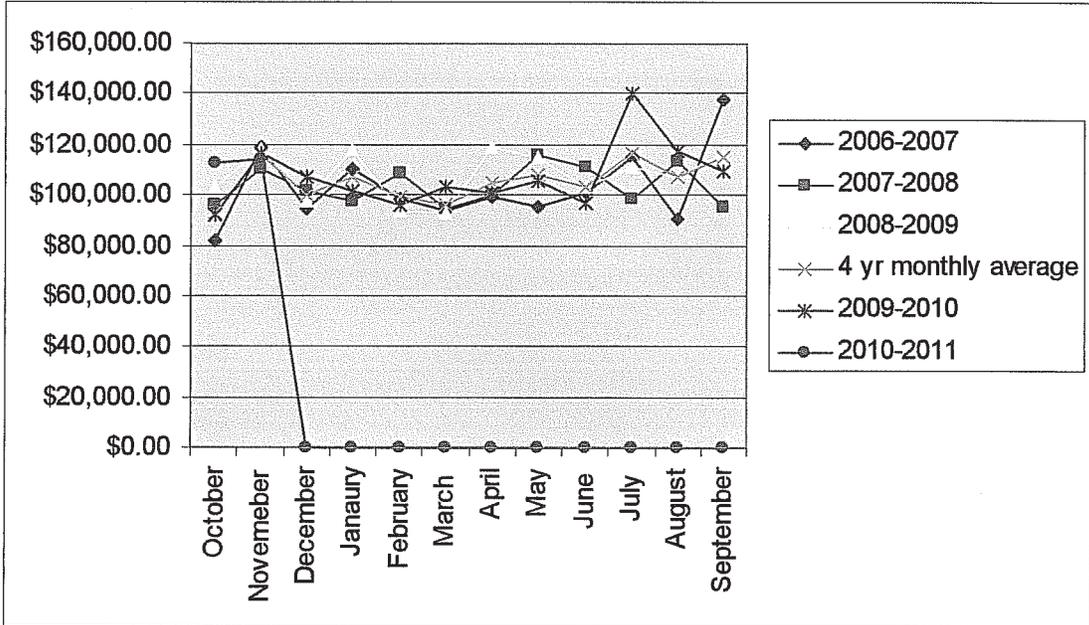
| ITEM                           | BUDGETED               | ACTUAL               |
|--------------------------------|------------------------|----------------------|
| Water Operational              | \$ 1,285,000.00        | \$ 226,902.76        |
| Water Connection Fees          | \$ 150,000.00          | \$ 1,819.90          |
| Water TIE Fees                 | \$ 15,000.00           | \$ 603.48            |
| Water Meter Install            | \$ 10,000.00           | \$ 3,542.04          |
| Water-Misc On/Off              | \$ 20,000.00           | \$ 4,346.00          |
| Water Income Other             | \$ 10,000.00           | \$ 1,432.59          |
| Wastewater Operational Revenue | \$ 2,050,000.00        | \$ 348,063.20        |
| Wastewater Connection Fees     | \$ 300,000.00          | \$ 1,525.90          |
| Wastewater TIE Fees            | \$ 25,000.00           |                      |
| Sewer Other Misc               | \$ 30,000.00           | \$ 2,847.75          |
| Wastewater TSS / COD           | \$ 590,000.00          | \$ 110,089.81        |
| Reuse Fees                     | \$ 60,000.00           | \$ 2,889.66          |
| Interest Income                | \$ 600.00              | \$ 230.62            |
| <b>Total</b>                   | <b>\$ 4,545,600.00</b> | <b>\$ 704,293.71</b> |

**WATER OPERATIONAL**

BUDGETED \$1,285,000

4 YR MONTHLY AVERAGE \$209,373.08

Thru November 2010 \$226,902.76

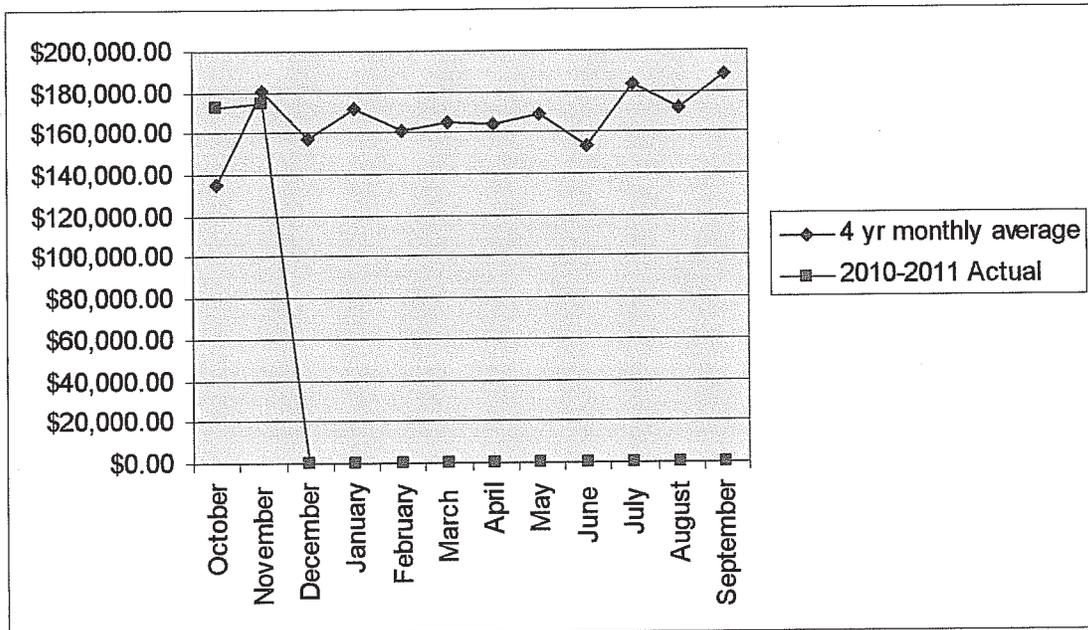
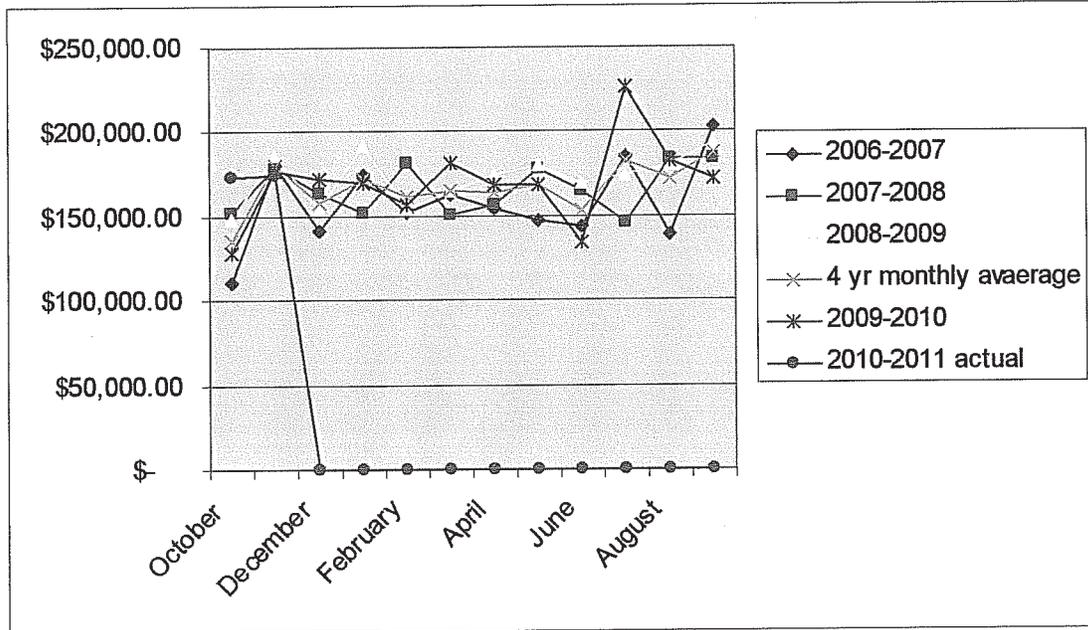


### WASTEWATER OPERATIONAL

BUDGETED \$2,050,000

4 YR MONTHLY AVERAGE \$315,899.68

Thru November 2010 \$348,063.20

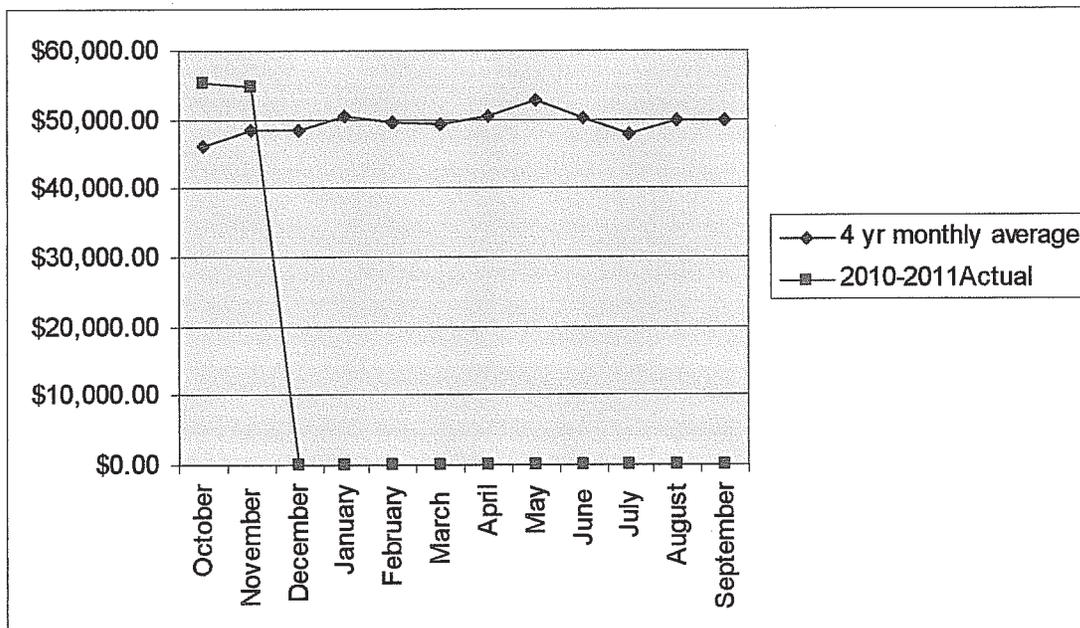
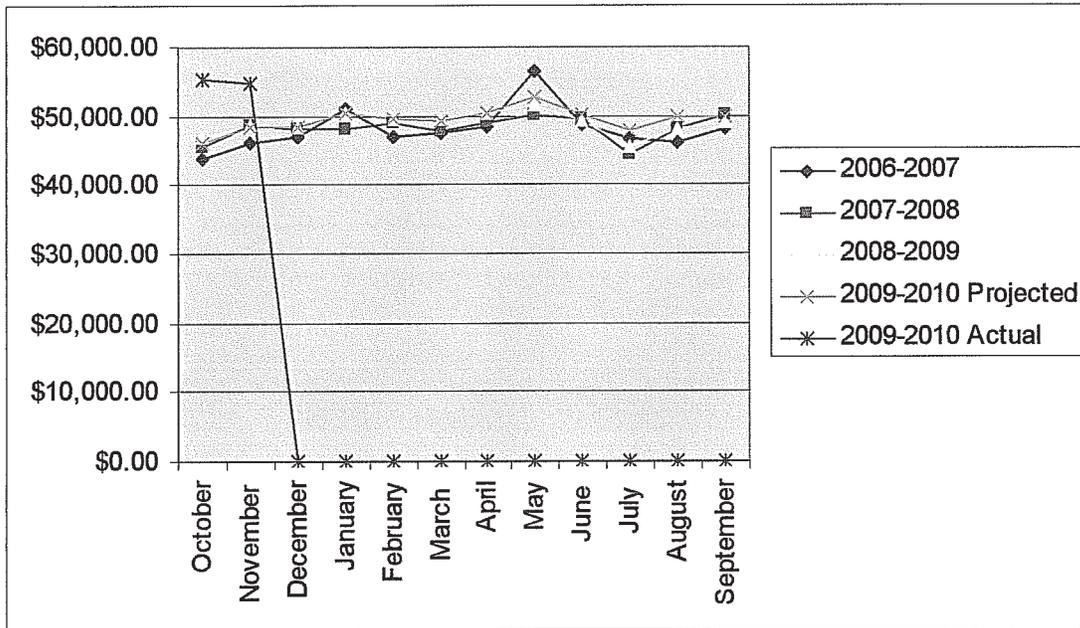


### TSS/COD WASTEWATER FEES

BUDGETED \$590,000

4 YR MONTHLY AVERAGE \$94,580.54

Thru November 2010 \$110,089.81





**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

2. REPORTS & PUBLIC INPUT  
(f.8.) FYI - FYI-Emergency purchase of Flygt Prop  
Mixer for WWTP to repair Oxidation Ditch #1

**SUBJECT:** Wastewater Treatment Plant Prop Mixer Purchase

**REQUESTED ACTION:** FYI

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:** 12/13/10

Special Meeting

**CONTRACT:**  N/A

Effective Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** \$15,340

Annual

Capital

N/A

**FUNDING SOURCE:**

**EXPENDITURE ACCOUNT:**

Wastewater Operational Revenues

Wastewater Operations

---

**HISTORY/FACTS/ISSUES:**

Mayor & Commission,

The Prop Mixer in Oxidation Ditch #1 is inoperable. While this mixer is down, the ditch is taken out of service lowering the City's capacity to treat wastewater. The only provider of this type of mixer that will operate with our system is a Flygt Prop Mixer. Attached are a request and a quote for a replacement Prop Mixer for Oxidation Ditch #1. This is an emergency purchase that I have authorized the City Clerk to make due to the fact that the delivery of the equipment and installation of the mixer will take weeks. The longer the delay the more our capacity to treat is lowered.

Regards,

Robert Smith

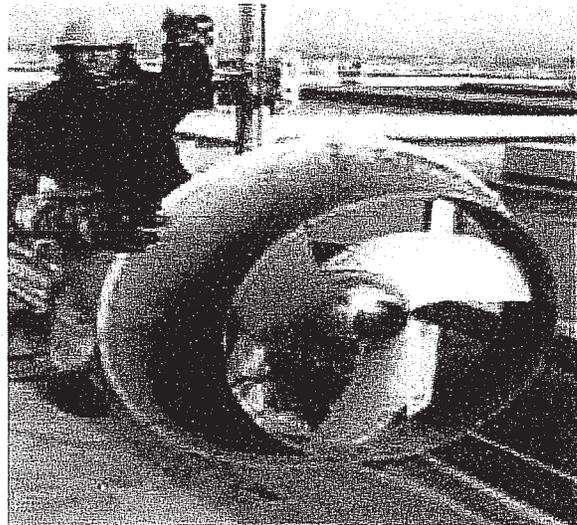
December 2, 2010

The City of Wildwood Waste Water Treatment Plant operates through the use of Oxidation ditches for Biological Nitrogen Removal, which is the heart of the system. The Waste Water Plant has 4 of these Ditches. Each Ditch has one (1) Prop Mixer. The first use of these mixers was back in 1997, and was manufactured by LANDIA. During this time frame, the Waste Water Plant had problems with them resulting in repairing them 3 times within one year. The Plant changed over to FLYGT as a sole source in 2002.

Bid Estimates are enclosed: Flygt

DEP Regulations states that a Waste Water Treatment Plant must maintain, repair or replace necessary process control equipment that was designed into the operational permit for all treatment phases.

Without this Mixer the plant may not maintain REUSE/RECLAIM quality.



2. REPORTS & PUBLIC INPUT  
(f.B.) FYI - FYI-Emergency purchase of Flygt Prop  
Mixer for WWTP to repair Oxidation Ditch #1  
Water & Wastewater USA, INC.  
Flygt Products



### PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2010-APD-0184  
Tag #: 6110 Pallet in Back  
JobName: Oxidation Ditch #1

Date: 11/16/2010

Page 2 of 3

#### Parts

| Qty | PartNo    | Description                    | Sell Price | Total Price |
|-----|-----------|--------------------------------|------------|-------------|
| 1   | 656 35 03 | KIT,RETROFIT SEAL 4650/4660 SS |            |             |
| 1   | 569 59 31 | STATOR,1.5HP 460VY 3PH 4660    | \$3,216.00 | \$3,216.00  |
| 1   | 582 98 04 | HOUSING,STATOR UNIT            | \$2,793.00 | \$2,793.00  |
| 1   | 569 68 00 | TERMINAL BOARD,UNIT            | \$3,431.00 | \$3,431.00  |
| 1   | 569 65 00 | HOUSING,OIL PLASTIC            | \$277.00   | \$277.00    |
|     |           | Total Price                    | \$227.00   | \$227.00    |
|     |           |                                |            | \$9,944.00  |

#### Labor and Other Charges:

| Qty | PartNo      | Description                   | Sell Price | Total Price |
|-----|-------------|-------------------------------|------------|-------------|
| 1   | 14-69 98 34 | ENVIRONMENTAL FEE 11-50HP     | \$49.00    | \$49.00     |
| 1   | 14-69 98 01 | MATL,LUBES,SOLVENTS-MED.PUMPS | \$37.00    | \$37.00     |
| 11  | 14-69 99 39 | LABOR,SERVICE-APOPKA          | \$78.00    | \$858.00    |
|     |             | Total Price                   |            | \$944.00    |

**\$10,888.00**

Total Price: **\$10,888.00**

#### Product Replacement

Product Number: 46604101488

Cost of New Unit: **\$15340.00**

Estimated Delivery: Weeks

Description:

#### Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding. A signed Purchase Order or approval below must be received before any repair work can begin. If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

(closing text)

Randy Cardin

Phone:

Fax:

### **3. NEW BUSINESS – ACTION REQUIRED**

**a. MINUTES**

1. Minutes of Regular Meeting held on November 22<sup>nd</sup>, 2010 (Attachments – Staff recommends approval)

**b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)**

1. None

**c. RESOLUTIONS FOR APPROVAL:**

1. None

**d. APPOINTMENTS:**

1. None

**e. CONTRACTS AND AGREEMENTS**

1. Physical Assessment Survey of City Hall HVAC System – Award of Contract (Attachments – Staff Recommends Approval)

**f. FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)

**g. GENERAL ITEMS FOR CONSIDERATION**

1. Discussion relative whether or not to hold the December 27<sup>th</sup> City Commission meeting due to the Christmas holidays) (NO Attachments)
2. Request to hold a Dr. Martin Luther King, Jr. "Parade and Park Program Celebration" for the week-end of January 15<sup>th</sup> – 17<sup>th</sup>, 2011 (Attachments – Board Option)
3. Request to schedule a date for the "Ribbon Cutting" for Gamble Street Park – Calendar Attached (Board Option)
4. Commission to review/accept and declare election results as final (Attachment – Staff Recommends Approval)
5. Request from The Villages (Gary Moyer, VP of Development) for the city to release mineral reservations (Attachments – Staff Recommends Approval)

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
NOVEMBER 22, 2010 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session November 22, 2010 at 7:00 p.m.

Present were: Mayor Protem Allen, Commissioners Bivins, Clark, and Strickland. Also present were: City Clerk Jacobs, City Attorney Blair, Assistant City Clerk Roberts, Lieutenant Olbek, Development Services Director Peavy, Parks & Rec Coordinator Hargrove and AVT Law.

The meeting was called to order by Mayor Protem Allen who gave the invocation and the audience joined in the Pledge of Allegiance to the American Flag.

1. TIMED ITEMS AND PUBLIC HEARINGS

None

2. REPORTS AND PUBLIC INPUT

• SPECIAL PRESENTATION: None at this time

a. City Manager – referred to attachments.

- 1) FYI – Letter from FDOT regarding the installation of a traffic signal light at SR44 and CR139/Signature Drive (Attachment)
- 2) FYI – October Budget Analysis Report (Attachments)
- 3) FYI – 911 Public Safety Policy for Telecommunicators (Attachments)
- 4) FYI – Wildwood Growers Market annual update (Attachment)

b. City Attorney - none

c. City Clerk – WRPC to be added to agenda

Motion by Commissioner Bivins, second by Strickland to amend the agenda to include appointment of WRPC member. Motion carried by unanimous vote.

Motion by Commissioner Strickland, second by Commissioner Bivins that Commissioner Allen be appointed to represent Sumter County municipalities on the WRPC. Motion carried by unanimous vote.

d. Commission Members – none

e. Public Forum (10 minute time limit)

Norvel Scott – Wildwood Community Development Organization – expressed gratitude to the Commission for their support. Noted January 15 through 17 – will be celebrating MLK Celebration. Commissioner Bivins is being asked to be keynote on the Saturday morning. Will be honoring the City Manager on Monday after the parade. Expressed gratitude to P&RC Hargrove for working with the WCDO also.

Minutes  
Page 2  
November 22, 2010

Marian Coronas – representative of Coleman Correctional Complex staff. Requested use of Community Center, however by the event is supposed to end at 11:30. The rule states that the building has to be vacated by midnight, and that includes the cleaning people. Requested the Commission to allow them use of the Community Center until 11:30 and they will either pay for the City custodial staff to clean and pay overtime, or hire a cleaning company.

By Common Consent the Commission approved for use of Community Center until 11:30 with group to pay for City custodial staff or hire cleaning company to clean after the event.

- f. Notes, Reports, and items for the file as attached  
See City Manager

3. **NEW BUSINESS – ACTION REQUIRED**

a. **MINUTES**

- 1) Minutes of Regular Meeting held on November 8, 2010 (Attachments – Staff recommends approval)

Motion by Commissioner Clark, second by Commissioner Bivins to approve the minutes of November 8, 2010 as typed. Motion carried by unanimous vote.

b. **ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)**

- 1) Ordinance No. O2010 – 26, an ordinance adopting the annual update to the Capital Improvement Element of the Comprehensive Plan (Attachments – Staff Recommends Approval)

- 2) Ordinance No. O2010-27, an ordinance correcting Scriveners errors in Ordinance No. 616 (Turkey Run PUD) (Attachments – Staff Recommends Approval)

Ordinance No. O2010-26 and O2010-27 read by title only. No action necessary.

c. **RESOLUTIONS FOR APPROVAL:**

None

d. **APPOINTMENTS**

None

e. **CONTRACTS AND AGREEMENTS**

None

f. **FINANCIAL**

- 1) Bills for Approval (Attachments – Staff Recommends Approval)

Motion by Commissioner Strickland, second by Commissioner Clark to pay the bills. Motion carried by unanimous vote.

Minutes  
Page 3  
November 8, 2010

g. GENERAL ITEMS FOR CONSIDERATION

1) Letter from San Pedro Maldonado Mission requesting to close Wonders Street on Sunday, December 12, 2010 for special services to be held that day (10AM – 10PM) US301 to Gamble Street (Attachment – Staff Recommends Approval)

Paul Call member of church noted this was done last year, but only Saturday evening.

Motion by Commissioner Strickland, second by Commissioner Bivins to approve request. Motion carried by unanimous vote.

2) Request to set a public hearing date of December 13, 2010, regarding the NOPC (Notice of Proposed Change) to The Villages of Wildwood DRI Development Order (Attachments – Staff Recommends Approval)

DSD Peavy noted this is only requesting approval of the hearing date.

Motion by Commissioner Clark, second by Commissioner Bivins to approve. Motion carried by unanimous vote.

3) Approval requested by the WW Winter Wonderland event committee for La Hacienda Catering to provide alcoholic beverage sales for Friday and Saturday (December 3 and 4) at the event (Attachments – Board Option)

P&RC Hargrove explained that the company was suggested by the Committee. Has not been done in the past. City will not get any profit. They have provided proof of insurance. CA Blair noted that she is drafting a form to be signed by all the vendors. Also noted that the City needs to be named as an additional insured.

Motion by Commissioner Strickland, second by Commissioner Clark to approve. Motion carried by unanimous vote.

4. ADJOURN:

Upon a motion by Commissioner Strickland, second by Commissioner Bivins the meeting adjourned.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

BY: \_\_\_\_\_  
Ed Wolf, Mayor

# City of Wildwood, Florida

100 N. Main Street  
Wildwood, Florida 34785

3. NEW BUSINESS-ACTION REQUIRED e.  
1 Contracts and Agreements -  
Review/approval of Physical Assessment  
Survey of City Hall HVAC System - Award  
of Contract Requested

TO: Mayor/Commissioners  
FROM: David Grimm, City Projects Planner/Coordinator  
RE: Physical Assessment Survey of City Hall HVAC System  
DATE: December 13<sup>th</sup>, 2010

At the direction of the Commission, I requested proposals for the "Physical Assessment Survey of City Hall HVAC System". Three area firms were identified as having the required experience, resources and references to complete the project and a request for proposal was sent to each of them. The three firms performed an on-site visit to familiarize themselves with the project. Included in the request for proposals was the additional line item of a "Building Envelope Assessment Survey". It was felt that the building envelope could be a contributing factor to the HVAC issues.

The bid results are as follows:

|                       |  |                  |
|-----------------------|--|------------------|
| Ingenuity Engineers:  | HVAC Survey and Documents =              | \$24,300.00      |
|                       | Building Envelope Survey and Documents = | <u>16,800.00</u> |
|                       | Total =                                  | \$41,100.00      |
| Verrando Engineering: | HVAC Survey =                            | \$8,740.00       |
|                       | HVAC Documents =                         | 6,030.00         |
|                       | Building Envelope Survey =               | 4,725.00         |
|                       | Building Documents =                     | <u>2,570.00</u>  |
|                       | Total =                                  | \$22,065.00      |
| EMC Engineers:        |  | No Bid           |

Staff recommends awarding the contract to Verrando Engineering for the HVAC Survey, HVAC Documents and Building Envelope Survey in the amount of \$19,495.00 with the Building Documents portion being prepared by staff.

## Verrando Engineering Co., Inc.

1111 NE 25th Avenue, Suite 401  
Ocala, Florida 34470  
Fla., Reg. EB-0005846

December 2, 2010  
Phone: (352) 854-2664  
Fax: (352) 854-5852

City of Wildwood  
Attn: Mr. David Grimm  
100 North Main Street  
Wildwood, Florida 34785

10120101

Fax: (325) 330-1338

RE: Physical Assessment Survey Proposal for the HVAC System and Building Envelope of Wildwood City Hall.

Dear Mr. Grimm:

Enclosed please find this firm's proposal for the Physical Assessment Survey Proposal for the HVAC System and Building Envelope of Wildwood City Hall. The proposed scope of services responds to the City of Wildwood Request for Proposal dated 5 November 2010 and includes Engineering / Architectural services for each of the scope items listed. However, we would recommend a slightly modified process in the following areas for the reasons described.

Review of the HVAC equipment and air distribution systems is limited to visual inspections to the extent that is accessible from inside in mechanical rooms and equipment locations through factory provided access panels. This effort will provide a general assessment of the condition of the equipment but may not identify internal or hidden defects such as fouled chilled water tubes, deteriorated coils surfaces and corrosion in concealed locations. We will provide our assessment based on the visual observations (including internal inspection of air handler units) and our experience with this type of equipment.

Diagnostic Monitoring can be provided by a one time spot survey where temperature, humidity and carbon dioxide levels are recorded on a space by space basis. We find this technique does not provide trend information necessary to diagnose system operating flaws and control problems. We would recommend that monitoring be performed using data loggers that record the space characteristics for a minimum duration of one week during the cooling season. Data loggers are relatively costly and require calibration and maintenance and for these reasons we own six of them. We find that the general performance characteristics of a facility can be determined by monitoring a few locations, rather than every space. For the purposes of this proposal we have included the data logging capacity from a Test and Balance Firm to augment our units to monitor up to 16 locations within the facility, but we believe this is excessive.

The request for proposal indicates the survey will be performed during December or January. We believe the outside air temperature and humidity will not be high enough during these months to expose flaws in the HVAC system operation. However, we find that reviewing the system design (drawings) and the control sequences will identify flaws resulting in humidity control problems. We can also anticipate where temperature control problems will result simply by reviewing the zoning of the air handler units and the current use of the spaces.

We also find that monitoring carbon dioxide levels provides little information relative to flaws in the system. A spot measurement of CO2 levels will provide a general indication that ventilation dampers are open or closed, but may also be influenced by excessive infiltration into the building through breaches in the building envelope. We find that simply evaluating the design of the ventilation and HVAC systems and a verification that the systems are operating per design is more effective in the diagnosis of problems in these areas.

### HVAC SURVEY AND REPORT WILL INCLUDE:

1. Develop a detailed list of existing equipment.
2. Perform site survey to ascertain the physical condition of mechanical equipment and distribution. Sampling strategy will include the distinct functional areas of the building and include all mechanical rooms. The site survey will also include:
  - A. Review of existing City Hall architectural drawings.

- B. Review of existing building automation system and control topography.
  - C. Review of all primary equipment including air handling units, exhaust fans, pumps and chiller, limited to visual inspection of equipment and assessment of condition without intrusive testing.
  - D. Review of chilled water system and air distribution systems within sampled areas. This includes ductwork, valves, supply/return lines, duct/pipe supports, duct/pipe insulation, and control devices. Limited to visual inspection of ductwork and piping insulation, no destructive testing, sampling or analysis is included.
  - E. Diagnostic Monitoring:
    - 1) Temperature, humidity and carbon dioxide measurement within sampled areas.
    - 2) Temperature, humidity and carbon dioxide measurements of the air handler units.
  - F. Pressurization patterns within the sampled areas.
  - G. Selective functional performance tests to judge the building automation performance with respect to temperature and humidity control.
- 3. Input findings in a survey summary report describing findings, corrective actions, estimated costs, payback determination and priority assignment.
  - 4. Meet with City Staff to discuss the findings and recommendations.
  - 5. Provide a comprehensive Request for quotation (RFQ) for the HVAC corrective actions including signed and sealed drawings and specifications which will be utilized by the City of Wildwood to bid the project. The RFQ documents will incorporate standard purchasing documents provided by the City of Wildwood, but does not include development or editing these documents.

**BUILDING ENVELOPE SURVEY AND REPORT WILL INCLUDE:**

- 1. Perform site survey to ascertain the existing building envelope construction.
- 2. Document the general condition of the building envelope focusing on the specific conditions to be addresses as preventative maintenance activities.
- 3. Input findings in a survey summary report describing findings, corrective actions, estimated costs, payback determination and priority assignment.
- 4. Meet with City Staff to discuss the findings and recommendations.
- 5. Provide a comprehensive Request for quotation (RFQ) for the Building Envelope corrective actions including specifications which will be utilized by the City of Wildwood to bid the project. Signed and sealed drawings will not be provided for the Building Envelope RFQ as a component of the basic services. The RFQ documents will incorporate standard purchasing documents provided by the City of Wildwood, but does not include development or editing these documents.

**PHYSICAL ASSESSMENT SURVEY REPORTS WILL INCLUDE:**

- 1. Narrative of the findings of each individual survey including:
  - A. Discipline
  - B. Room / Floor
  - C. Issue
  - D. Corrective action
  - E. Estimated cost
  - F. Simple payback
  - G. Priority
  - H. Photographs

**THIS PROPOSAL DOES NOT INCLUDE:**

- 1. Field measured floor plans (as built drawings are available).
- 2. Health Science Survey of building to evaluate indoor air quality or mold (spore) growth issues.
- 3. Design of improvements in Fire Alarm or Building to comply with current ADA requirements.
- 4. Field evaluation or design of interior fire or smoke rated walls to bring building into current code compliance.
- 5. Design of fire protection (sprinkler) systems.
- 6. Test and Balance of existing HVAC systems.
- 7. Capacity / efficiency testing of existing HVAC systems.
- 8. Changes in room configurations (floor plan revisions), wall construction or ceiling modifications.
- 9. Drawings describing modifications to the Building Envelope.

**PROPOSED FEE:**

The proposed work has an estimated effort consisting of 65.00 Principal Engineer hours, 64.00 Engineer hours, 58.00 Drafting hours and 15.00 Administrative hours and \$160.00 of reproduction costs. Applying this Firm's standard rates for these labor categories yields a proposed fee of \$22,065.00. We have attached a copy of our labor estimate for the project based on our standard labor rates and the anticipated labor content of each scope item listed.

**PROPOSED PAYMENT PERCENTAGES:**

|   |              |
|---|--------------|
| 1. HVAC Survey Report – 40% of Fee:                             | \$8,740.00   |
| 2. Building Envelope Survey Report – 21.5% of Fee:              | \$4,725.00   |
| 3. HVAC Bid / Construction Documents – 27.5% of Fee:            | \$6,030.00   |
| 4. Building Envelope Bid / Construction Documents – 11% of Fee: | + \$2,570.00 |
| Totals:   | \$22,065.00  |

**COMMENCEMENT OF SERVICES:**

Work will begin upon receipt of purchase order from the City of Wildwood, or written notice to proceed. All other conditions listed in the attached Terms and Conditions and the AIA Document B141 agreement are a part of this proposal.

We greatly appreciate the opportunity to provide this proposal and we are looking forward to assisting you with this project in the near future.

Sincerely,

Matthew R. Verrando                      12/2/2010

Matthew R. Verrando, President                      Date  
PE No: 039664

MRV/mrv  
Enclosures

**LABOR ESTIMATE:**

Verrando Engineering Co., Inc.  
 1111 N.E. 25th Avenue, Suite 401  
 Ocala, Florida 34470

Quote: 10120101  
 Date: 2-Dec-10

Project: The City of Wildwood  
 Physical Assessment Survey of City Hall

| No.                             | Design Description                       | Qty. | U/M | P.E. Unit | P.E. Total   | Engr Unit | Engr Total   | Drft Unit | Drft Total   | Adm Unit | Adm Total    | Price              |
|---------------------------------|--|------|-----|-----------|--------------|-----------|--------------|-----------|--------------|----------|--------------|--------------------|
| <b>HVAC SURVEY</b>              |  |      |     |           |              |           |              |           |              |          |              |                    |
| 1                               | Develop detailed list of existing equip. | 1    | Lot | 0.5       | 0.5          | 0.0       | 0.0          | 4.0       | 4.0          | 0.0      | 0.0          | \$415.00           |
| 2                               | Review original drawings                 | 1    | Lot | 4.0       | 4.0          | 0.0       | 0.0          | 0.0       | 0.0          | 0.0      | 0.0          | \$600.00           |
| 3                               | Review BMS & Control Topography          | 1    | Lot | 4.0       | 4.0          | 0.0       | 0.0          | 0.0       | 0.0          | 0.0      | 0.0          | \$600.00           |
| 4                               | Review air handling equip.               | 1    | Lot | 2.0       | 2.0          | 2.0       | 2.0          | 0.0       | 0.0          | 0.0      | 0.0          | \$500.00           |
| 5                               | Review chilled water equip.              | 1    | Lot | 2.0       | 2.0          | 2.0       | 2.0          | 0.0       | 0.0          | 0.0      | 0.0          | \$500.00           |
| 6                               | Diagnostic Monitoring                    | 1    | Lot | 4.0       | 4.0          | 4.0       | 4.0          | 0.0       | 0.0          | 2.0      | 2.0          | \$1,110.00         |
| 7                               | Pressurization / air balance analysis    | 1    | Lot | 2.0       | 2.0          | 2.0       | 2.0          | 0.0       | 0.0          | 1.0      | 1.0          | \$555.00           |
| 8                               | Functional Testing of BMS                | 1    | Lot | 6.0       | 6.0          | 6.0       | 6.0          | 6.0       | 6.0          | 0.0      | 0.0          | \$2,010.00         |
| 9                               | Draft Survey Summary - Report            | 1    | Lot | 8.0       | 8.0          | 8.0       | 8.0          | 4.0       | 4.0          | 2.0      | 2.0          | \$2,450.00         |
| 10                              | Meet W\ City Staff - Review Report       | 1    | Lot | 2.0       | 2.0          | 0.0       | 0.0          | 0.0       | 0.0          | 1.0      | 1.0          | \$355.00           |
| 11                              | Develop Bid Documents                    | 1    | Lot | 8.0       | 8.0          | 8.0       | 8.0          | 40.0      | 40.0         | 4.0      | 4.0          | \$5,620.00         |
| HVAC SUB-TOTALS:                |  |      |     |           | 42.5         |           | 32.0         |           | 54.0         |          | 10.0         | \$14,715.00        |
| <b>BUILDING ENVELOPE SURVEY</b> |  |      |     |           |              |           |              |           |              |          |              |                    |
| 1                               | Perform Site Survey                      | 1    | Lot | 0.5       | 0.5          | 8.0       | 8.0          | 0.0       | 0.0          | 0.0      | 0.0          | \$875.00           |
| 2                               | Document General Condition               | 1    | Lot | 4.0       | 4.0          | 8.0       | 8.0          | 0.0       | 0.0          | 0.0      | 0.0          | \$1,400.00         |
| 3                               | Draft Survey Summary - Report            | 1    | Lot | 8.0       | 8.0          | 8.0       | 8.0          | 4.0       | 4.0          | 2.0      | 2.0          | \$2,450.00         |
| 4                               | Meet W\ City Staff - Review Report       | 1    | Lot | 2.0       | 2.0          | 0.0       | 0.0          | 0.0       | 0.0          | 1.0      | 1.0          | \$355.00           |
| 5                               | Develop Bid Documents                    | 1    | Lot | 8.0       | 8.0          | 8.0       | 8.0          | 0.0       | 0.0          | 2.0      | 2.0          | \$2,110.00         |
| SURVEY SUB-TOTALS:              |  |      |     |           | 22.5         |           | 32.0         |           | 4.0          |          | 5.0          | \$7,190.00         |
| <b>REPRODUCTION COSTS</b>       |  |      |     |           |              |           |              |           |              |          |              |                    |
| 1                               | HVAC Survey Report                       | 3    | Ea  |           |              |           |              |           |              |          |              | \$80.00            |
| 2                               | Buiding Envelope Survey Report           | 3    | Ea  |           |              |           |              |           |              |          |              | \$40.00            |
| 3                               | HVAC Bid Documents                       | 3    | Ea  |           |              |           |              |           |              |          |              | \$25.00            |
| 4                               | Buiding Envelope Bid Documents           | 3    | Ea  |           |              |           |              |           |              |          |              | \$15.00            |
| REPRODUCTION SUB-TOTAL:         |  |      |     |           |              |           |              |           |              |          |              | \$160.00           |
| <b>TOTAL BASIC FEE:</b>         |  |      |     |           | <b>65.00</b> |           | <b>64.00</b> |           | <b>58.00</b> |          | <b>15.00</b> | <b>\$22,065.00</b> |

**TERMS AND CONDITIONS:**

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

1. **Access To Site:** Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
2. **Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Clients and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
3. **Billing/Payments:** Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be due upon receipt and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.
4. **Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1-1/2% per month (18% PER ANNUM) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
5. **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.
6. **Certifications: Guarantees and Warranties;** The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.
7. **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the dollar value of this agreement. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
8. **Termination of Services:** This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
9. **Ownership of Documents:** Drawings and Specifications, in the form of reproducible copies, blue prints, magnetic media, and Xerographic copies are intended for the exclusive use by the Client on this project. All documents produced by this Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. Reuse of these documents, including the ideas and designs incorporated herein, as an instrument of professional services, are not to be used in whole or in part without written authorization of the Firm.
10. **Additional Services of the Consultant to the Owner/Architect shall be compensated by the following labor rates and material multipliers.**

| CLASSIFICATION                    | BILLING RATE     |
|-----------------------------------|------------------|
| Principal/Engineer                | \$150.00 Per Hr. |
| Engineer                          | \$100.00 Per Hr. |
| Designer/Drafter                  | \$85.00 Per Hr.  |
| Technical Typist                  | \$55.00 Per Hr.  |
| Materials & Reimbursable Expenses | 1.10 Multiplier  |
11. This proposal has an effective period of 30 days. All quoted prices shall be subject to change 30 days after the date listed on this proposal.
12. The quantity and title of specific drawings listed on this proposal are an estimate of the level of effort required to produce a complete and comprehensive document package. The delivered document package may be reduced or exceeded as the actual design effort requires.
13. This Firm reserves the right to charge for additional Engineering services resulting from revisions to the submitted construction document package required by, changes mandated by the owner after the submission of construction documents, contractor substitutions, contractor deviations from the specifications, and other circumstances beyond the control of the Firm.
14. This Firm is not liable for any costs, penalties, fees, delays or damages as a result of changes, modifications, omissions, additions and or any other circumstance as a result of previous design work, pre-existing and existing permits, agreements, and construction contracts.
15. The Firm reserves the right to remove details which represent a proprietary Company Standard Design configuration that has been developed at the expense of the Firm, from customer provided Autocad files.
16. The Contract shall be a Standard Owner and Architect Agreement as defined by the American Institute of Architects, AIA Documents B141 (1987 edition), with the exceptions listed in the Terms and Conditions of this quotation.



**Ingenuity**  
engineers, inc.

"Proactive Engineering Solutions"

November 29, 2010

Mr. David Grimm  
Projects Planner  
City of Wildwood  
100 North Main Street  
Wildwood , Florida 34785  
T: 352-330-1330 Ext.112  
E: dgrimm-wildwood@cfl.rr.com

Re: City of Wildwood, Florida Physical Assessment Survey and Report for the existing HVAC system and the Building envelope of the City of Wildwood City Hall facility located at 100 N. Main Street, Wildwood, Florida  
Ingenuity Project No. I10246.00

Dear Mr. Grimm:

We respectfully submit our proposal to provide a Physical Assessment Survey and Report for the existing HVAC system and the Building envelope of the existing City of Wildwood City Hall facility.

We look forward to and appreciate the opportunity to work with you and your team.

#### PROJECT SCOPE

- I. The HVAC Survey and Report will be assembled by a registered Professional Engineer and will include:
  1. A detailed list of existing HVAC equipment
  2. A site survey to ascertain the physical condition of the mechanical HVAC equipment and distribution. Develop a sampling strategy shall include the distinct functional areas of the building and include all mechanical rooms. The site survey will also include:
    - a. A review of existing City Hall architectural construction drawings.
    - b. A review of existing building HVAC automation systems and control topography
    - c. A review of all primary HVAC equipment including air handling units, exhaust fans, pumps and chillers.
    - d. Review of chilled water systems and air distribution systems within sampled areas, including ductwork, valves, supply/return lines, duct/pipe supports, duct/pipe insulation, and control devices.
    - e. Diagnostic Monitoring/Sampling:
      - i. Temperature, humidity and carbon dioxide measurement within the sampled areas.
      - ii. Temperature, humidity and carbon dioxide measurements of the air handling units.
    - f. Pressurization patterns within the sampled areas.
    - g. Selective functional performance tests to judge the building automation performance with respect to temperature and humidity control.
    - h. Input of findings in a survey summary including findings, corrective actions, estimated costs, payback determination and priority assignment.
    - i. Meet with City staff to discuss the findings and present recommendations.
    - j. Provide a comprehensive Request for Quotation (RFQ) for the HVAC corrective actions including signed and sealed drawings and specifications which will be utilized by the City of Wildwood to bid the project.

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- II. The Building Envelope Survey and Report will be provided by a registered Architect and will include:
1. Review existing construction documents.
  2. Perform a site survey to ascertain the existing building envelope construction.
  3. Document the general condition of the building envelope focusing on the specific conditions to be addressed as preventative maintenance activities.
  4. Input findings in a survey summary including findings, corrective actions, estimated costs, payback determination and priority assignment.
  5. Meet with City staff to discuss findings and present recommendations.
  6. Provide a comprehensive Request for Quotation (RFQ) for the Building Envelope corrective actions including specifications which will be utilized by the City of Wildwood to bid the project. Signed and sealed drawings will not be required for the Building Envelope RFQ.
- III. Physical Assessment Survey Reports:
- The Physical Assessment Survey Reports shall contain narratives of all of the findings of each individual survey including:
1. Discipline
  2. Room / Floor
  3. Issue
  4. Corrective action
  5. Estimated cost
  6. Simple payback
  7. Priority
  8. Photographs
- IV. Submittals
1. Provide three (3) hard copy reports in 8-1/2 x 11" format binders and one (1) electronic copy for both HVAC and Building Envelope.
  2. Provide three (3) hard copy Request for Quotes (RFQ) in 8-1/2 x 11" format and one (1) electronic copy for both HVAC and Building Envelope.
- V. Additional Services
- Additional services, when requested in writing, shall be performed at an hourly rate per the attached Ingenuity Engineers, Inc. rates schedule in effect at the time of request for services. Services may include, but are not limited to:
1. Construction administration oversight services.
  2. Expanded scope beyond RFQ constraints.
- VI. Total Compensation

We propose to provide the above-described basic scope of services for a lump sum fee as follows:

|   |   |              |
|---|---|--------------|
| I. HVAC Survey and Report               | = | \$24,300.00* |
| II. Building Envelope Survey and Report | = | \$16,800.00* |

\*Including reimbursable expenses

Work associated with the HVAC and Building Envelope RFQ and corrective actions cannot be priced at this time due to the extent and nature of the potential work level.

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*At no time during the duration of the project may the total fees outstanding equal or exceed 20% of the total base fee for the project. In the event that the total outstanding equals or exceeds 20% of the base contract fee, the project will be placed on hold and no additional work will be performed by Engineer or Consultant(s) until the outstanding balance has been paid to the Engineer.*

If our proposal is acceptable, please return a signed copy authorizing us to proceed. This authorization constitutes your commitment to pay the fee, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA forms.

We look forward to the opportunity to assist your firm for this and future projects. Please give me a call with any questions or comments.

Sincerely,



\_\_\_\_\_  
David F. Green, Jr.  
President/CEO

Authorization by City of Wildwood, Florida  
For Ingenuity Engineers, Inc., to provide the above described services:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Ingenuity 2010 Hourly Rates

|                                 |       |
|---------------------------------|-------|
| Principal                       | \$180 |
| Senior Project Manager/Engineer | \$140 |
| Senior Designer                 | \$140 |
| CAD Technician                  | \$ 80 |
| CA/Administrative Assistant     | \$ 60 |

**ingenuity engineers, inc.**

**Dave Grimm**

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**From:** WilmaKNull@Eaton.com  
**Sent:** Tuesday, November 23, 2010 3:56 PM  
**To:** dgrimm-wildwood@cfl.rr.com  
**Cc:** RobertGChronic@Eaton.com  
**Subject:** RE: Wildwood proposal

Mr. Grimm,

Thank you very much for considering Eaton's EMC Engineers for the City of Wildwood Physical Assessment Survey. While we will not be submitting on the proposal at this time, please keep us in mind for future proposal requests.

Thank you,  
Wilma Null

**Wilma Null, P.E.**  
LEED AP, QCxP  
Project Manager  
Energy Solutions Group

**E M C Engineers, Inc.**  
Eaton's Electrical Services & Systems  
408 West University Avenue, Suite 402  
Gainesville, FL 32601  
cel: +1 352 672-2886  
tel: +1 352 327-9358 ext. 302  
fax: +1 352 327-9358  
[WilmaKNull@eaton.com](mailto:WilmaKNull@eaton.com)  
[www.emcengineers.com](http://www.emcengineers.com)  
[www.eaton.com](http://www.eaton.com)

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**From:** Dave Grimm [mailto:dgrimm-wildwood@cfl.rr.com]  
**Sent:** Wednesday, November 17, 2010 8:10 AM  
**To:** Chronic, Robert G; Chronic, Robert G  
**Subject:** Wildwood proposal

Hello Robert,

I'm following up to see if you are planning on submitting a Physical Assessment Survey proposal to the City of Wildwood. If so, you will need to schedule a pre-bid site meeting by the end of this week. I have some time available on both Thursday and Friday.

Regards,

Dave Grimm  
Project Planner  
City of Wildwood  
100 N. Main Street  
Wildwood, FL 34785

Office 352-330-1330 x112  
Cell 352-303-4757

[www.wildwood-fl.gov](http://www.wildwood-fl.gov)

11/23/2010

**BILLS FOR APPROVAL**  
City of Wildwood, Florida  
December 13, 2010

3. NEW BUSINESS – ACTION REQUIRED  
f. (1) Bills for Approval

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

|   |                 |  |    |          |
|---|-----------------|--|----|----------|
| 1 | Payroll         | November 21, 2010 Pay Period - 5 Employees | \$ | 2,146.92 |
| 2 | Avenet          | Google Web Site                            | \$ | 75.00    |
| 3 | Bank of America | FL League of Cities, Staples               | \$ | 131.48   |
| 4 | Unifirst        | Polo Shirts                                | \$ | 49.92    |

**CITY MANAGER-EXECUTIVE DEPARTMENT**

|    |                              |  |    |          |
|----|------------------------------|--|----|----------|
| 5  | Payroll                      | November 21, 2010 Pay Period - 3 Employees | \$ | 9,528.87 |
| 6  | Payroll                      | December 5, 2010 Pay Period - 3 Employees  | \$ | 9,401.62 |
| 7  | Bright House                 | Internet Service                           | \$ | 23.34    |
| 8  | Capital Office Products      | Office Supplies                            | \$ | 1.20     |
| 9  | Dept of Management Services  | Telephone Services                         | \$ | 4.04     |
| 10 | Dept of Management Services  | Telephone Services                         | \$ | 61.12    |
| 11 | Ernie Morris Enterprises Inc | Office Supplies                            | \$ | 27.53    |
| 12 | IMS                          | Monthly Computer Maintenance Contract      | \$ | 183.92   |
| 13 | Office Depot                 | Office Supplies                            | \$ | 39.07    |

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

|    |                              |  |    |           |
|----|------------------------------|--|----|-----------|
| 14 | Payroll                      | November 21, 2010 Pay Period - 4 Employees | \$ | 11,986.23 |
| 15 | Payroll                      | December 5, 2010 Pay Period - 4 Employees  | \$ | 10,354.92 |
| 16 | Bank of America              | StartLogic, GSA/FAS/ITI/QTEBB              | \$ | 247.67    |
| 17 | Bright House                 | Internet Service                           | \$ | 31.03     |
| 18 | Capital Office Products      | Office Supplies                            | \$ | 20.75     |
| 19 | Cason and Gaskins TV Inc     | Printer Cable                              | \$ | 10.00     |
| 20 | Dept of Management Services  | Telephone Services                         | \$ | 4.18      |
| 21 | Dept of Management Services  | Telephone Services                         | \$ | 151.20    |
| 22 | EGP                          | Monthly Copier Maintenance                 | \$ | 44.92     |
| 23 | Ernie Morris Enterprises Inc | Office Supplies                            | \$ | 48.89     |
| 24 | Federal Express              | Postage                                    | \$ | 60.60     |
| 25 | 4 Imprint                    | Grocery Totes - Banquet                    | \$ | 425.49    |
| 26 | IMS                          | Monthly Computer Maintenance Contract      | \$ | 578.17    |
| 27 | Municipal Code Corporation   | Annual Billing Code on Internet            | \$ | 800.00    |
| 28 | Office Depot                 | Office Supplies                            | \$ | 14.96     |
| 29 | PGIT                         | Property and Liability Insurance           | \$ | 30,053.50 |
| 30 | Pin Mart                     | Volunteer Pins for Banquet                 | \$ | 159.33    |
| 31 | Progress Energy              | Electric Service                           | \$ | 142.27    |
| 32 | Sumter County Times          | Ads  | \$ | 1,756.67  |
| 33 | Terminix                     | Monthly Pest Control Contract              | \$ | 87.50     |
| 34 | Wildwood Ace Hardware        | Nails, Bits,Broom, Duster, Level,Fasteners | \$ | 60.04     |

**DEVELOPMENT SERVICES**

|    |                             |  |    |           |
|----|-----------------------------|--|----|-----------|
| 35 | Payroll                     | November 21, 2010 Pay Period - 4 Employees | \$ | 10,245.63 |
| 36 | Payroll                     | December 5, 2010 Pay Period - 4 Employees  | \$ | 8,877.86  |
| 37 | Bright House                | Internet Service                           | \$ | 31.12     |
| 38 | Capital Office Products     | Office Supplies                            | \$ | 12.22     |
| 39 | Cason and Gaskins TV Inc    | Gigaware Wireless Optical                  | \$ | 14.99     |
| 40 | Dept of Management Services | Telephone Services                         | \$ | 4.04      |
| 41 | Dept of Management Services | Telephone Services                         | \$ | 61.13     |
| 42 | Federal Express             | Postage                                    | \$ | 10.58     |
| 43 | IMS                         | Monthly Computer Maintenance Contract      | \$ | 339.55    |
| 44 | Office Depot                | Office Supplies                            | \$ | 85.16     |
| 45 | Wildwood Ace Hardware       | Keys                                       | \$ | 3.98      |

**HUMAN RESOURCES**

|    |                              |   |             |
|----|------------------------------|---|-------------|
| 46 | Payroll                      | November 21, 2010 Pay Period - 1 Employee | \$ 1,825.74 |
| 47 | Payroll                      | December 5, 2010 Pay Period - 1 Employees | \$ 1,825.74 |
| 48 | Bright House                 | Internet Service                          | \$ 7.78     |
| 49 | Capital Office Products      | Office Supplies                           | \$ 4.87     |
| 50 | Dept of Management Services  | Telephone Services                        | \$ 4.04     |
| 51 | Dept of Management Services  | Telephone Services                        | \$ 61.12    |
| 52 | Ernie Morris Enterprises Inc | Office Supplies                           | \$ 23.88    |
| 53 | Mitel Technologies           | Telephone Relocations                     | \$ 107.50   |
| 54 | Wildwood Ace Hardware        | Key                                       | \$ 1.00     |

**POLICE DEPARTMENT**

|    |                                  |   |              |
|----|----------------------------------|---|--------------|
| 55 | Payroll                          | November 21, 2010 Pay Period - 25 Employees | \$ 65,463.47 |
| 56 | Payroll                          | December 5, 2010 Pay Period - 25 Employees  | \$ 56,792.64 |
| 57 | Best Way Auto Glass              | Windshield                                  | \$ 284.59    |
| 58 | CarQuest Auto Parts              | Standard Capsule                            | \$ 7.69      |
| 59 | Cason and Gaskins TV Inc         | Back Ups, Stopwatch                         | \$ 85.98     |
| 60 | Central Hydraulics Hose & Access | 8 Vane Repair Kit                           | \$ 65.49     |
| 61 | City Electric Supply             | Fluorescent Bulbs                           | \$ 43.50     |
| 62 | Dept of Management Services      | Telephone Services                          | \$ 37.31     |
| 63 | Dept of Management Services      | Telephone Services                          | \$ 145.12    |
| 64 | EGP                              | Monthly Copier Maintenance Contract         | \$ 86.40     |
| 65 | Ernie Morris Enterprises Inc     | Office Supplies                             | \$ 926.83    |
| 66 | Key Scales Ford                  | Resistor Asy, Wire Asy                      | \$ 57.12     |
| 67 | Law Enforcement Supply           | Battery, Maglite, Hem Charge, Pants,        | \$ 228.31    |
| 68 | Progress Energy                  | Electric Service                            | \$ 337.55    |
| 69 | Terminix                         | Monthly Pest Control Contract               | \$ 25.00     |
| 70 | Wildwood Ace Hardware            | Kwikset, Ford Key                           | \$ 14.94     |
| 71 | Wildwood Computer                | Used Dell Dimension 3000                    | \$ 279.00    |
| 72 | Wildwood Tire Company            | Tires and Repair                            | \$ 243.93    |

**STREET DEPARTMENT**

|    |                                  |   |              |
|----|----------------------------------|---|--------------|
| 73 | Payroll                          | November 21, 2010 Pay Period - 10 Employees           | \$ 21,259.36 |
| 74 | Payroll                          | December 5, 2010 Pay Period - 10 Employees            | \$ 19,211.54 |
| 75 | Bank of America                  | Harbor Freight Tools                                  | \$ 249.95    |
| 76 | Bright House                     | Internet Service                                      | \$ 39.98     |
| 77 | Capital Office Products          | Office Supplies                                       | \$ 2.30      |
| 78 | CarQuest Auto Parts              | Air Filter, Std Miniature Lamp                        | \$ 75.05     |
| 79 | Central Hydraulics Hose & Access | 8 Vane Repair Kit                                     | \$ 58.77     |
| 80 | City Electric Supply             | Clear Bulbs   | \$ 75.00     |
| 81 | Dept of Management Services      | Telephone Services                                    | \$ 1.21      |
| 82 | Dept of Management Services      | Telephone Services                                    | \$ 45.04     |
| 83 | Ernie Morris Enterprises Inc     | Office Supplies                                       | \$ 8.01      |
| 84 | Hi-Way Sign Company              | City Limits Sign                                      | \$ 181.58    |
| 85 | Progress Energy                  | Electric Service                                      | \$ 280.17    |
| 86 | Terminix                         | Monthly Pest Control Contract                         | \$ 11.00     |
| 87 | Unifirst                         | Uniforms  | \$ 506.45    |
| 88 | Wildwood Ace Hardware            | Pliers, Pwrconnector, Drill Bit, Lock, Flag Mkr, Etc. | \$ 175.17    |
| 89 | Wildwood Computer                | Remove and Reinstall Windows                          | \$ 124.00    |
| 90 | Wildwood Mower & Saw, Inc.       | Trimmer, Chain, Throttle, Primer Pump, Etc.           | \$ 262.63    |
| 91 | Wildwood Tire Company            | Tires and Repair                                      | \$ 108.85    |

**FLEET MAINTENANCE**

|    |                      |   |             |
|----|----------------------|---|-------------|
| 92 | Payroll              | November 21, 2010 Pay Period - 1 Employee | \$ 3,282.14 |
| 93 | Payroll              | December 5, 2010 Pay Period - 2 Employees | \$ 3,927.62 |
| 94 | Almac Unlimited, Inc | Gloves, Safety Glasses                    | \$ 39.07    |
| 95 | Big Truck Parts Inc  | Filters                                   | \$ 173.24   |
| 96 | Bright House         | Internet Service                          | \$ 39.97    |

|     |                             |  |    |        |
|-----|-----------------------------|--|----|--------|
| 97  | CarQuest Auto Parts         | Std Miniature Lamp                               | \$ | 18.80  |
| 98  | Dept of Management Services | Telephone Services                               | \$ | 1.22   |
| 99  | Dept of Management Services | Telephone Services                               | \$ | 45.04  |
| 100 | Terminix                    | Monthly Pest Control Contract                    | \$ | 11.00  |
| 101 | Unifirst                    | Uniforms   | \$ | 141.85 |
| 102 | Valley National Gases       | Cylinder Rental, Argon, Oxygen, CO-2, Acetylene. | \$ | 281.93 |
| 103 | Wildwood Ace Hardware       | Ace Plastic Epoxy                                | \$ | 4.49   |

**COMMUNITY RE-DEVELOPMENT**

|     |                                |   |    |          |
|-----|--------------------------------|---|----|----------|
| 104 | Payroll                        | November 21, 2010 Pay Period - 1 Employee | \$ | 2,541.40 |
| 105 | Payroll                        | December 5, 2010 Pay Period - 1 Employees | \$ | 2,541.39 |
| 106 | B & M Equipment                | Auger                                     | \$ | 98.51    |
| 107 | Bright House                   | Internet Service                          | \$ | 7.78     |
| 108 | Capital Office Products        | Office Supplies                           | \$ | 1.20     |
| 109 | Dept of Management Services    | Telephone Services                        | \$ | 4.06     |
| 110 | Dept of Management Services    | Telephone Services                        | \$ | 61.13    |
| 111 | Office Depot                   | Office Supplies                           | \$ | 8.08     |
| 112 | Sparr Building and Farm Supply | Creoso Post and Slats - Gamble Street     | \$ | 1,776.12 |
| 113 | Xpress Materials               | Concrete Pour Gamble Street               | \$ | 840.00   |

**PARKS AND RECREATION**

|     |                                  |   |    |          |
|-----|----------------------------------|---|----|----------|
| 114 | Payroll                          | November 21, 2010 Pay Period - 6 Employees        | \$ | 7,830.47 |
| 115 | Payroll                          | December 5, 2010 Pay Period - 6 Employees         | \$ | 7,830.47 |
| 116 | Bank of America                  | Custom Kingdom,Lowes, Home Depot                  | \$ | 229.40   |
| 117 | Besco Electric Supply            | Phil BT56   | \$ | 75.07    |
| 118 | Bright House                     | Internet Service                                  | \$ | 15.56    |
| 119 | Capital Office Products          | Office Supplies                                   | \$ | 10.48    |
| 120 | Central Hydraulics Hose & Access | 8 Vane Repair Kit                                 | \$ | 8.40     |
| 121 | Central Pump & Supply            | Hunter Gears, Battery, Solenoid, Nozzle           | \$ | 430.40   |
| 122 | Culligan                         | Softener Rental - Lake Deaton                     | \$ | 32.95    |
| 123 | Dept of Management Services      | Telephone Services                                | \$ | 4.04     |
| 124 | Dept of Management Services      | Telephone Services                                | \$ | 61.13    |
| 125 | Ernie Morris Enterprises Inc     | Office Supplies                                   | \$ | 52.58    |
| 126 | Office Depot                     | Office Supplies                                   | \$ | 0.70     |
| 127 | Outer Image, Inc.                | Stakes and Signs - Winter Wonderland              | \$ | 273.00   |
| 128 | Progress Energy                  | Electric Service                                  | \$ | 543.58   |
| 129 | T & D Waste Services, Inc        | Port O Let Rental - Ball Fields                   | \$ | 165.00   |
| 130 | Unifirst                         | Uniforms  | \$ | 103.90   |
| 131 | United Refrigeration, Inc        | Reset Tripped GFCI Breaker                        | \$ | 180.00   |
| 132 | Village Ace Hardware             | Filter Furnace, Marker, Hefty's                   | \$ | 12.03    |
| 133 | Wildwood Ace Hardware            | Galv Pipe,Stakes, Rope, PVC , Chlorine Tabs, Etc. | \$ | 752.12   |
| 134 | Wildwood Mower & Saw, Inc.       | Blk Vortex Trimmer and Line                       | \$ | 41.94    |
| 135 | Wildwood Tire Company            | Tires and Repair                                  | \$ | 32.95    |

**COMMUNITY CENTER WILDWOOD AND OXFORD**

|     |                                  |                                 |    |        |
|-----|----------------------------------|---------------------------------|----|--------|
| 136 | Bright House                     | Internet Service                | \$ | 79.95  |
| 137 | Central Hydraulics Hose & Access | 8 Vane Repair Kit               | \$ | 3.36   |
| 138 | Century Link                     | Telephone Services              | \$ | 361.04 |
| 139 | Terminix                         | Monthly Pest Control Contract   | \$ | 50.00  |
| 140 | Unifirst                         | Rugs                            | \$ | 155.72 |
| 141 | Wildwood Ace Hardware            | Broom, Fastener, Drill Bit, Etc | \$ | 30.19  |

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

|     |                         |  |    |          |
|-----|-------------------------|--|----|----------|
| 142 | Payroll                 | November 21, 2010 Pay Period - 3 Employees | \$ | 5,827.38 |
| 143 | Payroll                 | December 5, 2010 Pay Period - 3 Employees  | \$ | 5,156.39 |
| 144 | Bank of America         | StartLogic, GSA/FAS/ITI/QTEBB              | \$ | 247.68   |
| 145 | Bright House            | Internet Service                           | \$ | 23.34    |
| 146 | Capital Office Products | Office Supplies                            | \$ | 15.49    |

|     |                              |  |              |
|-----|------------------------------|--|--------------|
| 147 | Century Link                 | Telephone Services                         | \$ 35.81     |
| 148 | Dept of Management Services  | Telephone Services                         | \$ 4.04      |
| 149 | Dept of Management Services  | Telephone Services                         | \$ 106.17    |
| 150 | EGP                          | Monthly Copier Maintenance                 | \$ 44.92     |
| 151 | Ernie Morris Enterprises Inc | Office Supplies                            | \$ 73.32     |
| 152 | IMS                          | Monthly Computer Maintenance Contract      | \$ 293.91    |
| 153 | Mitel Technologies           | Telephone Relocations                      | \$ 107.50    |
| 154 | Office Depot                 | Office Supplies                            | \$ 3.64      |
| 155 | PGIT                         | Property and Liability Insurance           | \$ 30,053.50 |
| 156 | Terminix                     | Monthly Pest Control Contract              | \$ 12.50     |
| 157 | Waste Management             | Refuse Service October 2010                | \$ 59,539.52 |
| 158 | Wildwood Ace Hardware        | Nails, Bits,Broom, Duster, Level,Fasteners | \$ 32.38     |

**WATER DEPARTMENT**

|     |                                  |  |              |
|-----|----------------------------------|--|--------------|
| 159 | Payroll                          | November 21, 2010 Pay Period - 10 Employees    | \$ 17,232.42 |
| 160 | Payroll                          | December 5, 2010 Pay Period - 10 Employees     | \$ 17,923.50 |
| 161 | Bank of America                  | Best Buy - Refund Tax                          | \$ (6.16)    |
| 162 | B & M Equipment                  | Double Drum Roller Rental                      | \$ 131.08    |
| 163 | Brenntag                         | Liquid Chlorine                                | \$ 910.56    |
| 164 | Bright House                     | Internet Service                               | \$ 79.95     |
| 165 | Capital Office Products          | Office Supplies                                | \$ 3.83      |
| 166 | CarQuest Auto Parts              | Turn Tail Lamp                                 | \$ 4.66      |
| 167 | Central Hydraulics Hose & Access | 8 Vane Repair Kit, Hose Assy, Oil UTF          | \$ 84.35     |
| 168 | Dept of Management Services      | Telephone Services                             | \$ 7.51      |
| 169 | Dept of Management Services      | Telephone Services                             | \$ 45.04     |
| 170 | HD Supply WaterWorks             | Steel Probe Rod, Blue Tubing, Valve Boxes      | \$ 311.40    |
| 171 | Interstate Electrical Services   | Gate Repair, Check Pumps 214 Site              | \$ 1,283.00  |
| 172 | J.W.J. Inc.                      | 40' Directional Bore of 3" Conduit             | \$ 1,200.00  |
| 173 | KWI                              | S/Hose, Suction Strain, FE Cam, C&G Adp        | \$ 205.89    |
| 174 | Plant Technicians                | Environment Testing                            | \$ 675.00    |
| 175 | Power Flow Technologies          | Shipping on Non Repairable Saffronics          | \$ 181.94    |
| 176 | Progress Energy                  | Electric Service                               | \$ 1,388.05  |
| 177 | Sherwin Williams                 | Paint and Primer                               | \$ 49.19     |
| 178 | Sumter Electric                  | Electric Service                               | \$ 4,749.82  |
| 179 | Sumter Tire & Auto Inc           | Tire Repair                                    | \$ 14.02     |
| 180 | Sunshine State One Call of FL    | Locators Month of Nov.2010, Assessment 2010-11 | \$ 199.57    |
| 181 | Terminix                         | Monthly Pest Control Contract                  | \$ 50.00     |
| 182 | The Dumont Company, Inc          | Clear Flow, Hypochlorite Solution              | \$ 4,158.75  |
| 183 | The Villages                     | Crossing at Millennium Park Community Ctr      | \$ 6,056.93  |
| 184 | Unifirst                         | Uniforms                                       | \$ 556.44    |
| 185 | Wildwood Ace Hardware            | Wax, Stakes, Concrete Mix, Galv Plugs, Etc.    | \$ 237.22    |
| 186 | Wildwood Mower & Saw, Inc.       | Muffler, Guard, Support, Screw, V-Belt         | \$ 80.03     |
| 187 | Wildwood Tire Company            | Tires and Repair                               | \$ 297.90    |

**WASTEWATER DEPARTMENT**

|     |                                  |   |              |
|-----|----------------------------------|---|--------------|
| 188 | Payroll                          | November 21, 2010 Pay Period - 13 Employees | \$ 27,636.88 |
| 189 | Payroll                          | December 5, 2010 Pay Period - 13 Employees  | \$ 30,419.90 |
| 190 | All Terrain Lawn & Tractor       | Anti Scalp Roller                           | \$ 39.90     |
| 191 | Bank of America                  | Wtr Program,Epson, Best Buy, UF Doce Treeo  | \$ 815.31    |
| 192 | C & C Peat Co., Inc              | Cake Removal                                | \$ 1,960.00  |
| 193 | Capital Office Products          | Office Supplies                             | \$ 99.44     |
| 194 | CarQuest Auto Parts              | Starting Fluid                              | \$ 4.00      |
| 195 | Cason and Gaskins TV Inc         | Batteries                                   | \$ 34.47     |
| 196 | Central Hydraulics Hose & Access | 8 Vane Repair Kit, Adapters, Tube Fittings  | \$ 74.49     |
| 197 | Central Pump & Supply, Inc       | Hunter Gear, Battery Controller, Solenoid   | \$ 566.01    |
| 198 | Century Link                     | Telephone Services                          | \$ 55.51     |
| 199 | Dept of Management Services      | Telephone Services                          | \$ 4.43      |
| 200 | Dept of Management Services      | Telephone Services                          | \$ 90.08     |

|     |                               |  |              |
|-----|-------------------------------|--|--------------|
| 201 | Environmental Express, Inc    | COD Digestion Vials                              | \$ 588.90    |
| 202 | Ernie Morris Enterprises Inc  | Office Supplies                                  | \$ 471.29    |
| 203 | HD Supply Electrical          | SQD VW3A1101, Valves boxes                       | \$ 492.79    |
| 204 | ITT Water & Wastewater USA    | Repair Kit, Diffuser, Cooling Jacket, Sensor,Etc | \$ 2,728.00  |
| 205 | Key Scales Ford               | Replaced Clockspring and Retested                | \$ 352.09    |
| 206 | McNichols Co.                 | AL/6063T6 GIA100 Smth                            | \$ 310.00    |
| 207 | MMD Computer                  | Plant Laptop Repair                              | \$ 344.99    |
| 208 | Odyssey Manufacturing         | Hypochlorite Solution                            | \$ 2,600.39  |
| 209 | Progress Energy               | Electric Service                                 | \$ 19,283.29 |
| 210 | RC Dunn Oil Company           | Enduratex  | \$ 237.91    |
| 211 | Sunshine State One Call of FL | Locators Month of Nov.2010, Assessment 2010-11   | \$ 199.58    |
| 212 | Terminix                      | Monthly Pest Control Contract                    | \$ 25.00     |
| 213 | Test America                  | Environmental Testing                            | \$ 7,731.15  |
| 214 | The Villages                  | Crossing at Millennium Park Community Ctr        | \$ 3,944.66  |
| 215 | Unifirst                      | Uniforms   | \$ 439.15    |
| 216 | Wildwood Ace Hardware         | Flowmeter Timer, Tubing, Grounding Plug, Etc     | \$ 82.92     |
| 217 | Wildwood Mower & Saw, Inc.    | Labor, Shop                                      | \$ 15.00     |

**GREENWOOD CEMETERY**

**WILDWOOD INDUSTRIAL PARK**

**ATTORNEYS/CONSULTANTS/SURVEYORS**

|     |                                  |                                  |              |
|-----|----------------------------------|----------------------------------|--------------|
| 218 | Barnes,Ferland & Associates, Inc | Engineers for Water Supply Wells | \$ 468.79    |
| 219 | Jerri A Blair                    | Attorney                         | \$ 10,060.00 |
| 220 | Kimley-Horn and Associates       | Engineers                        | \$ 18,132.12 |
| 221 | Potter Clement Lowry             | Special Magistrate               | \$ 717.50    |

**FUEL INVENTORY**

|                     |                                |                           |                             |
|---------------------|--------------------------------|---------------------------|-----------------------------|
| 222                 | Stone Petroleum Products, Inc. | Regular Unleaded Gasoline | \$ 8,652.26                 |
| 223                 | Stone Petroleum Products, Inc. | Regular Unleaded Gasoline | \$ 9,477.21                 |
| 224                 | Stone Petroleum Products, Inc. | Ultra Low Sulfur Diesel   | \$ 1,854.95                 |
| <b><u>TOTAL</u></b> |                                |                           | <b><u>\$ 615,973.42</u></b> |

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL  
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Ed Wolf, Mayor

Joseph Jacobs, City Clerk

**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** Martin Luther King Parade and Park Program  
**REQUESTED ACTION:** Commission Approval

Work Session (Report Only)      **DATE OF MEETING:** 12/13/10  
 Regular Meeting                               Special Meeting

**CONTRACT:**       N/A                              Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                              Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:**                              N/A

Annual                              **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                              **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**  
Mayor and Commission,

Attached is the completed paperwork for the Martin Luther King Parade and Park Program that will be taking place on January 17, 2010. All rental documents for the use of MLK Park have been completed along with parade route map and map of the event to be held at the park.

This event will include speakers, entertainment, rides, food and drink, and a car show. This event will start at 10am and conclude at 4pm

Staff recommends approval for the Martin Luther King Parade and Park Program event.

  
Jason Hargrove  
Parks & Recreation Coordinator

WILDWOOD COMMUNITY DEVELOPMENT CENTER, INC.

November 23, 2010

Mr. Jason Hargrove  
Parks & Recreation Coordinator  
City Hall  
100 North Main Street  
Wildwood, FL 34785

Re: Martin Luther King Parade & Park Program

Dear Mr. Hargrove:

Wildwood Community Development Center, Inc. requests permission to host the Martin Luther Parade as per the attached map. The parade event will be held on January 17, 2011 beginning at 10:00 am and will conclude with a program at MLK Park lasting until 4:00 pm that will include a keynote speaker, entertainment, rides, food, drinks and a car show.

Also enclosed are the following forms:

1. MLK Pavilion Restroom/Facility Use Application.
2. MLK Park Pavilion & Restrooms Indemnification Form.
3. Rules for Use of MLK Park Property, together with a copy of our advertisement.

We are anticipating a number of food and non-food vendors to participate at the MLK Park program and wish to be advised of any special requirements in that connection.

If you have any questions or require additional information, please contact me by phone at 352-748-7770 or email at [peacemakerone@earthlink.net](mailto:peacemakerone@earthlink.net).

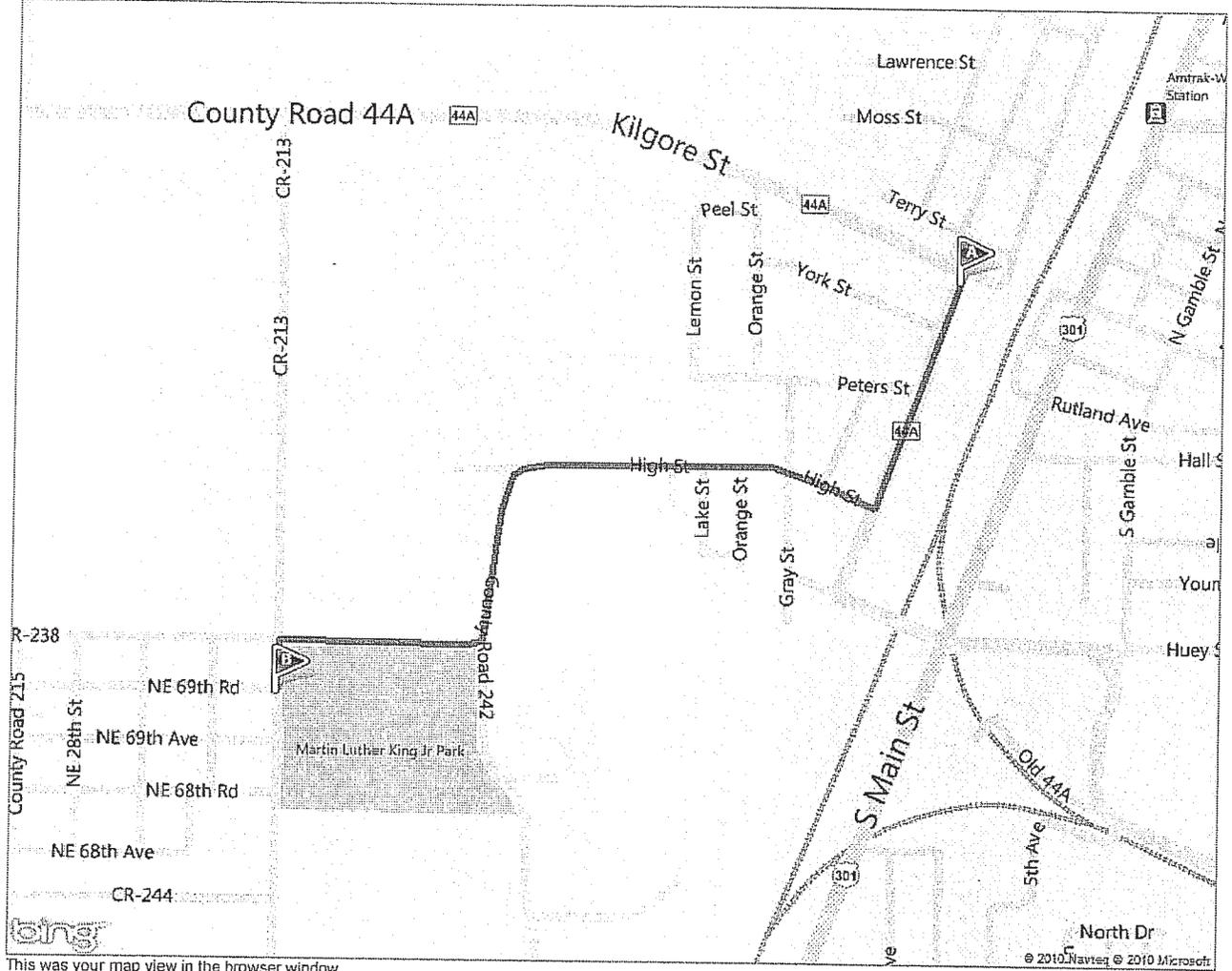
Sincerely,



Sam Saleem,  
Vice-President

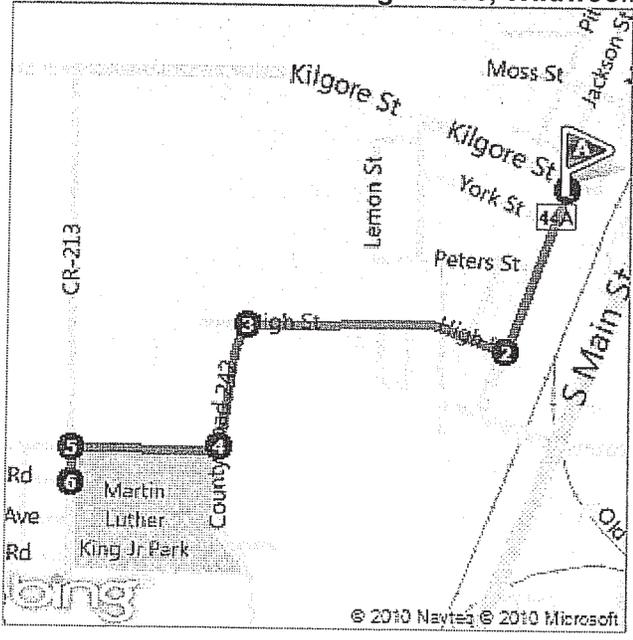
Encls.

Route: 1.0 mi, 4 min

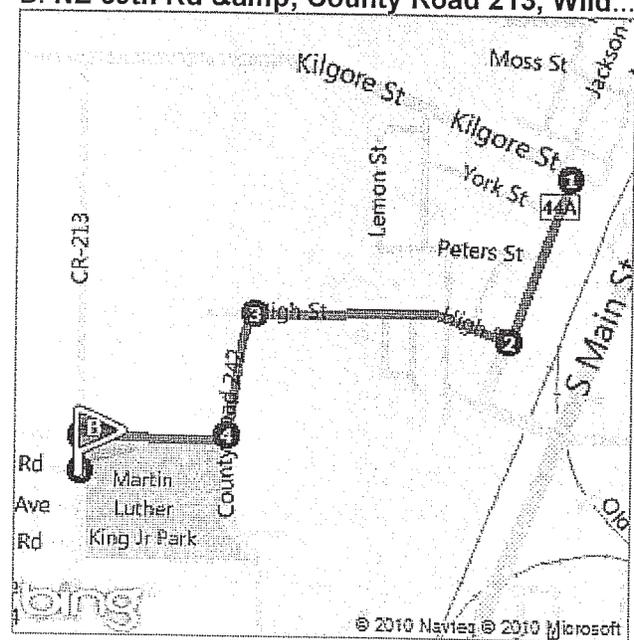


This was your map view in the browser window.

A: 101 Dr Martin Luther King Jr Ave, Wildwoo...



B: NE 69th Rd & County Road 213, Wild...



WILDWOOD COMMUNITY DEVELOPMENT CENTER, INC.

November 29, 2010

Mr. Jason Hargrove  
Parks & Recreation Coordinator  
City Hall  
100 North Main Street  
Wildwood, FL 34785

Re: Martin Luther King Parade & Park Program

Dear Mr. Hargrove:

As discussed, enclosed is a drawing of the park set up for the January 17<sup>th</sup> MLK program. Also attached is an updated flyer showing that the parade will start from the MLK Building.

If you have any questions or require additional information, please contact me by phone at 352-748-7770 or email at [peacemakerone@earthlink.net](mailto:peacemakerone@earthlink.net).

Sincerely,



Sam Saleem,  
Vice-President

Encls.

Bing Maps

 101 Dr Martin Luther King Jr Ave, Wildwood, FL 34785-3902

 NE 69th Rd & County Road 213, Wildwood, FL 34785

My Notes

Route: 1.0 mi, 4 min

 FREE! Use Bing 411 to find movies, businesses & more! 800-BING-411

|  |  |                      |
|--|--|----------------------|
|   | 101 Dr Martin Luther King Jr Ave, Wildwood, FL 34785-3902  | A-B: 1.0 mi<br>4 min |
|  | 1. Depart Dr Martin Luther King Jr Ave / CR-44A toward York St   | 0.2 mi               |
|   | 2. Turn right onto High St   | 0.4 mi               |
|   | 3. Bear left onto County Road 242  | 0.2 mi               |
|   | 4. Bear right onto County Road 238   | 0.2 mi               |
|   | 5. Turn left onto County Road 213 / Walker Rd  | 0.0 mi               |
|  | 6. Arrive at NE 69th Rd & County Road 213, Wildwood, FL 34785<br><i>The last intersection is County Road 238</i> | 0.0 mi               |

These directions are subject to the Microsoft® Service Agreement and for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2010 NAVTEQ™.

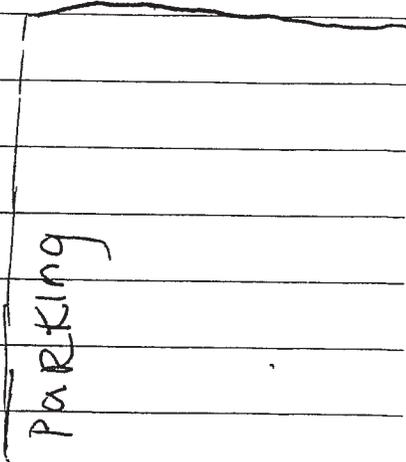
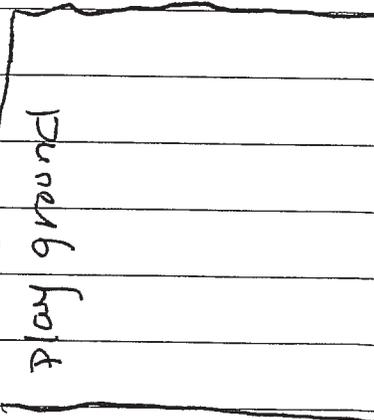
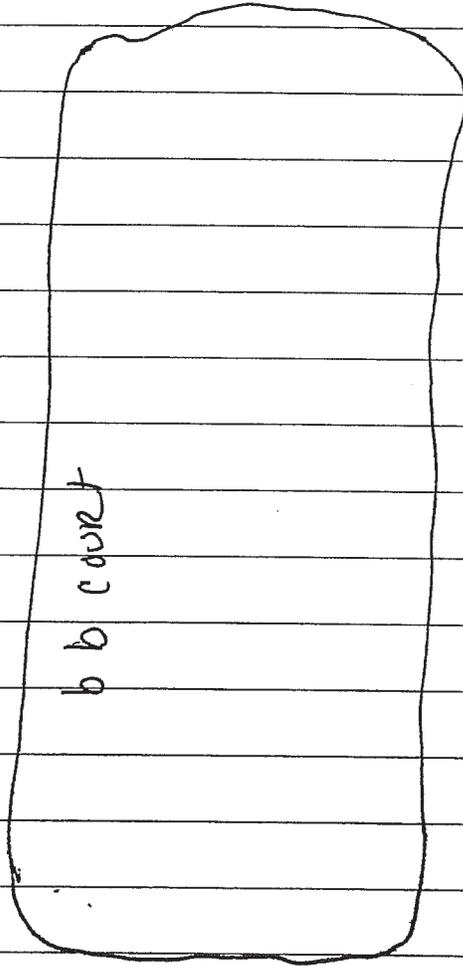
STAGE

BATH

Pavilion

Bounce House

VENDERS



CAR SHOW

Wildwood Community Development Center, Inc.

*Presents*

# Dr. Martin Luther King, Jr.

Celebration Weekend  
January 15 - 17, 2011



Sat, January 15, 2011,  
8:00 am-10:00 am,  
MLK Prayer Breakfast,  
Wildwood Community  
Center. Donation \$10.  
Keynote Speaker: Com.  
Pamela Bivins.

Sun, January 16, 2011,  
6:00 pm, MLK Gospel  
of Praise, New Life  
Center Ministries.

Mon, January 17, 2011,  
MLK March & Parade,  
10:00 am. Starts at  
MLK Building and ends  
at MLK Park.

Entertainment-Rides-  
Food-Drinks-Car Show.

Keynote Speaker:  
Pastor Tony Jones

Sponsored by **Wildwood Community  
Development Center, Inc.**

Norval Scott, President  
352-617-3148

## CITY OF WILDWOOD

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

-CITY FACILITIES (PARKS)-

### DAMAGE/MAINTENANCE/USAGE INDEMNIFICATION AGREEMENT

### CRITERIA FOR USE OF CITY FACILITIES (PARKS)

First you must submit a letter (one month in advance preferably), which states the date(s); time(s); and type of event that you are planning to hold. If this is a community (public) event, it will require approval of the City Commission.

If approved, you will receive a letter with the following attachments (criteria/requirements), for you to complete and return to us for final approval at least two weeks prior to the event. If not approved you will receive a letter stating this.

### THE FORMS WILL REQUIRE THE FOLLOWING INFORMATION:

- 1) You must sign a form which reserves the park and gives the rules for use of the park, stating that you agree to abide by them.
- 2) You must sign an indemnification form.
- 3) You will need to provide us with a copy of your liability insurance, or, a statement indicating that you do not carry insurance.
- 4) You must provide information which shows that your organization is legally chartered or established with the State of Florida, for liability purposes.
- 5) You will be required to meet with our Public Works Director, Gene Kornegay (330-1343), prior to the event regarding the parking situation. He will need to show you the approved parking areas. You will be required to have a minimum of two individuals of per parking area to control your parking situation at all times.
- 6) If you are requesting the use of electricity, you must sign a form agreeing to pay the electric bill when the city receives it and forwards it to you.
- 7) You must visit the Development Services Department (permitting department) in City Hall and submit a drawing or sketch of the proposed setup area; ask about Special Event permits; and/or obtain requirements as to restroom facilities (# required, which **MUST** include handicapped facilities), handling of food, entertainment or displays, etc., etc. **Each area will need to be noted on the drawing.** You will be given a date by which all this is to be complete and turned in to the department.
- 8) **You should return all paperwork to the Development Services Department for review and approval, if complete.** You will then be notified by the if additional information is needed (if the phone number for a contact person is different from those on the letter of request, it **MUST BE** provided).

City of Wildwood  
 Parks & Recreation Department  
 100 N. Main Street  
 Wildwood, FL 34785

Phone: (352) 330-1330 Ext. 123  
 Fax: (352) 330-1338  
 Emergency: (352) 330-1355  
 Wildwood Police Department

MARTIN LUTHER KING PARK  
 PAVILION RESTROOM / FACILITY USE APPLICATION

**APPLICANT MUST BE 21 YEARS OF AGE OR OLDER**

Please complete this application and return w/ALL appropriate  
 Deposits in person (7) working days prior to event date requested.

Name Of Applicant Samuel Saleem

Mailing Address PO Box 738 City/State/Zip Code: Wildwood, FL 34785 Physical Address: 805 Peters St. Wildwood, FL 34785

Phone (Day): 352-748-7770 Phone (Night): 352-748-7770 Phone (Cell): 917-575-8960 Fax: 352-748-7773

Contact 1 (Other than applicant): Robert Hannah Phone (Day): 352-399-1336 Phone (Night): 352-399-1336

Contact 2 Norval Scott Phone (Day): 352-617-3148 Phone (Night): 352-617-3148

Date/s Requested: Monday 01/17/2011 Day/s Of Week: Monday Start & End Time Requested: 9:00 AM (Include setup/cleanup time): to 5:00 PM

Please check all options below that describe the event:

- . Baby/Bridal Shower . Birthday Party . Family Gathering/Reunion
- . Other: MLK Celebration Program Anticipated Attendance: # 500 to # 2,000  
 (Minimum to maximum)

**PLEASE NOTE:**

**LIGHTS AND ELECTRIC NOT AVAILABLE. HOURS OF OPERATION: DAWN TILL DUSK.**

**FOR OFFICE USE ONLY**

Date Approved: \_\_\_\_\_

Start & End Time Approved: \_\_\_\_\_ AM  
 (Include setup/cleanup time): to \_\_\_\_\_ PM

Reason: \_\_\_\_\_

Parks & Recreational Coordinator: Date: \_\_\_\_\_

cc: Applicant:  
 Public Works Director  
 Wildwood Police Department

**CITY OF WILDWOOD – MARTIN LUTHER KING PARK  
PAVILION & RESTROOMS  
INDEMNIFICATION FORM**

I/We, understand this agreement is intended for residents, who reside within the City limits of the City of Wildwood or who pay taxes to the City for the development and maintenance of this facility. Use of this facility by others is at random and subservient to (and shall not interfere with) the usage booked through the acceptance of this application. I / We, fully understand that completion/submittal of this application does not confirm my request. Applicants are responsible for the conduct and actions of their guests in and around the facility, to include prohibiting the use of alcohol, profane or obscene language, loud music, rowdy or inappropriate behavior and may not interfere with those utilizing other City facilities or residing nearby. In addition, I / We, understand that ALL requests are subject to staff approval and upon review, you will be notified by a designated staff member regarding the status of this request and whether or not there is any additional information, rental fees and/or deposits required to complete the applicants Facility Use Application. Deposits must be paid at the time the Facility Use Application has been approved and applicant is notified of approval. Keys shall be issued to the facility (2) days prior to the event, excluding Sundays or official City holidays. I also acknowledge that I have received a copy, read, understand and fully agree to all of the items and terms outlined in the Facility Usage Agreement, including how to proceed in the event of any emergencies needing immediate attention during my event. I further affirm that the information contained in this application is true and correct to the best of my knowledge. If there are problems please contact the Wildwood Police Department at 352/ 330-1355 or in the event of an emergency dial 911.

Signature of Applicant;  Date: 11/22/10

Drivers, License: # S450-780-44-135-0 Exp.Date: 04-15-2013

If the applicant does not have a driver's license some other form of verifiable

**Deposit/Cleaning Deposit:** \$25.00 payable in cash upon approval of the Facility Use Application. Deposit is refundable following a favorable inspection after each use/event. 100% of the Deposit may be retained for cleaning and damages to facilities. Additional fees may be charged if cleaning and damage estimates exceed \$25.00.

---

**To All Users:** This facility is owned and operated by the taxpayers of the City of Wildwood, they bought this land, developed this park and paid for it's daily maintenance. Please treat it with the respect it deserves. If these facilities are abused they maybe moved to another location in the city.

**Do you live in(Yes/No) AND/OR pay taxes (Yes/No) to the City of Wildwood?**

# RULES FOR USE

OF

## MARTIN LUTHER KING, JR., PARK PROPERTY

The following actions or activities are specifically prohibited (this list is not intended to be all inclusive).

- 1) Any use of beer or alcoholic beverages
- 2) Any use of illegal drugs
- 3) Any use of profane language
- 4) Loud or boisterous conduct which exceeds normal acceptable standards of good behavior
- 5) Fighting or wrestling on city property
- 6) Excessive arguing with other individuals
- 7) Littering on public grounds or rights-of-way
- 8) Any activity which is potentially harmful to the health, safety, or welfare of others
- 9) Any activity which is harmful or potentially harmful to city property

I/WE, have received a copy of the Rules for Use of Martin Luther King, Jr., Park property and understand it. We do hereby assume responsibility for the Park and City property, and agree to abide by all rules and regulations of Martin Luther King, Jr., Park property, City of Wildwood, and State of Florida

I/WE, understand that the information concerning the type of event and the intended use of Martin Luther King, Jr., Park along with all of the other information provided in the use agreement is material to the City's agreement to allow use of Martin Luther King, Jr., Park for the planned event.

I/WE, further understand that the agreement is subject to cancellation if I/WE have provided inaccurate or fraudulent information concerning the planned use of the Martin Luther King, Jr., Park .

I/WE, have provided a copy of the advertisement, invitation, etc. for this event (if there is an advertisement/invitation, it must be provided):

YES  NO

*Sam Selman* 11/22/10  
Signature of User Date

*Lillie B. Greene*  
Witness

S450-780-44-135-0  
Driver's License No.

352-748-7770  
Phone No.

*Robert Hannah* 11/23-10  
Signature of User Date

*Sam Selman*  
Witness

H500-763-49-261-0  
Driver's License No.

352-399-1336  
Phone No.

# JANUARY 2011

3. NEW BUSINESS-ACTION REQUIRED g. 3 General Items for Consideration Request to schedule a date for the "Ribbon Cutting" for Gamble Street Park - Calendar Attached

| Sunday        | Monday                                   | Tuesday   | Wednesday | Thursday | Friday | Saturday            |               |    |    |    |    |    |               |    |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
|---------------|--|---|-----------|----------|--------|---------------------|---------------|----|----|----|----|----|---------------|----|--|--|--|--|--|---|---|---|---|----|---|----|---|---|---|---|----|---|----|--|--|--|--|---|---|---|---|--|--|--|--|--|--|--|--|--|---|---|---|---|---|----|----|--|---|---|---|---|----|----|----|--|--|----|----|----|----|----|----|----|--|----|----|----|----|----|----|----|--|--|----|----|----|----|----|----|----|--|----|----|----|----|----|----|----|--|--|----|----|----|----|----|----|--|--|----|----|--|--|--|--|--|--|--|--------|
|               |  |   |           |          |        | 1<br>New Year's Day |               |    |    |    |    |    |               |    |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
| 2             | 3  | 4   | 5         | 6        | 7      | 8                   |               |    |    |    |    |    |               |    |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
| 9             | 10<br>Commission Meeting                 | 11  | 12        | 13       | 14     | 15                  |               |    |    |    |    |    |               |    |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
| 16            | 17<br>ML King Day<br>City Offices Closed | 18  | 19        | 20       | 21     | 22                  |               |    |    |    |    |    |               |    |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
| 23            | 24<br>Commission Meeting                 | 25  | 26        | 27       | 28     | 29                  |               |    |    |    |    |    |               |    |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
| 30            | 31                                       | <table border="1"> <thead> <tr> <th colspan="7">December 2010</th> <th colspan="7">February 2011</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>Sa</th> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>Sa</th> </tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td></td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td></td><td></td> </tr> <tr> <td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td></td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td></td><td></td> </tr> <tr> <td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td></td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td></td><td></td> </tr> <tr> <td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td>27</td><td>28</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </tbody> </table> |           |          |        | December 2010       |               |    |    |    |    |    | February 2011 |    |  |  |  |  |  | S | M | T | W | Th | F | Sa | S | M | T | W | Th | F | Sa |  |  |  |  | 1 | 2 | 3 | 4 |  |  |  |  |  |  |  |  |  | 5 | 6 | 7 | 8 | 9 | 10 | 11 |  | 6 | 7 | 8 | 9 | 10 | 11 | 12 |  |  | 12 | 13 | 14 | 15 | 16 | 17 | 18 |  | 13 | 14 | 15 | 16 | 17 | 18 | 19 |  |  | 19 | 20 | 21 | 22 | 23 | 24 | 25 |  | 20 | 21 | 22 | 23 | 24 | 25 | 26 |  |  | 26 | 27 | 28 | 29 | 30 | 31 |  |  | 27 | 28 |  |  |  |  |  |  |  | Notes: |
| December 2010 |  |   |           |          |        |                     | February 2011 |    |    |    |    |    |               |    |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
| S             | M  | T   | W         | Th       | F      | Sa                  | S             | M  | T  | W  | Th | F  | Sa            |    |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
|               |  |   |           | 1        | 2      | 3                   | 4             |    |    |    |    |    |               |    |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
| 5             | 6  | 7   | 8         | 9        | 10     | 11                  |               | 6  | 7  | 8  | 9  | 10 | 11            | 12 |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
| 12            | 13                                       | 14  | 15        | 16       | 17     | 18                  |               | 13 | 14 | 15 | 16 | 17 | 18            | 19 |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
| 19            | 20                                       | 21  | 22        | 23       | 24     | 25                  |               | 20 | 21 | 22 | 23 | 24 | 25            | 26 |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |
| 26            | 27                                       | 28  | 29        | 30       | 31     |                     |               | 27 | 28 |    |    |    |               |    |  |  |  |  |  |   |   |   |   |    |   |    |   |   |   |   |    |   |    |  |  |  |  |   |   |   |   |  |  |  |  |  |  |  |  |  |   |   |   |   |   |    |    |  |   |   |   |   |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |    |  |    |    |    |    |    |    |    |  |  |    |    |    |    |    |    |  |  |    |    |  |  |  |  |  |  |  |        |

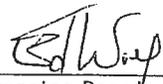
SUMMARY REPT-GROUP DETAIL

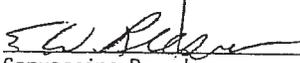
Municipal Election  
 Sumter County, FL  
 December 7, 2010

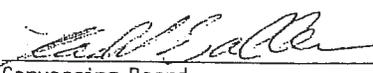
Report EL45A Page 001

Run Date:12/07/10 07:31 PM

|  | TOTAL VOTES | %      | AB / PROV | ED -DS200 | ED -IVO |
|--|-------------|--------|-----------|-----------|---------|
| PRECINCTS COUNTED (OF 1)   | 1           | 100.00 |           |           |         |
| REGISTERED VOTERS - TOTAL  | 2,913       |        |           |           |         |
| BALLOTS CAST - TOTAL   | 23          |        | 2         | 21        | 0       |
| VOTER TURNOUT - TOTAL  |             | .79    |           |           |         |
| <b>AMENDMENT 4-10 OF THE CITY OF WW CHARTER CITY OF WILDWOOD</b> |             |        |           |           |         |
| (Vote for ) 1  |             |        |           |           |         |
| YES  | 19          | 82.61  | 0         | 19        | 0       |
| NO.  | 4           | 17.39  | 2         | 2         | 0       |
| Over Votes   | 0           |        | 0         | 0         | 0       |
| Under Votes  | 0           |        | 0         | 0         | 0       |
| <b>AMENDMENT 5-1 OF THE CITY OF WW CHARTER CITY OF WILDWOOD</b>  |             |        |           |           |         |
| (Vote for ) 1  |             |        |           |           |         |
| YES  | 18          | 81.82  | 1         | 17        | 0       |
| NO.  | 4           | 18.18  | 1         | 3         | 0       |
| Over Votes   | 0           |        | 0         | 0         | 0       |
| Under Votes  | 1           |        | 0         | 1         | 0       |
| <b>AMENDMENT 5-5 OF THE CITY OF WW CHARTER CITY OF WILDWOOD</b>  |             |        |           |           |         |
| (Vote for ) 1  |             |        |           |           |         |
| YES  | 18          | 81.82  | 1         | 17        | 0       |
| NO.  | 4           | 18.18  | 1         | 3         | 0       |
| Over Votes   | 0           |        | 0         | 0         | 0       |
| Under Votes  | 1           |        | 0         | 1         | 0       |
| <b>AMENDMENT 5-7 OF THE CITY OF WW CHARTER CITY OF WILDWOOD</b>  |             |        |           |           |         |
| (Vote for ) 1  |             |        |           |           |         |
| YES  | 18          | 85.71  | 1         | 17        | 0       |
| NO.  | 3           | 14.29  | 1         | 2         | 0       |
| Over Votes   | 0           |        | 0         | 0         | 0       |
| Under Votes  | 2           |        | 0         | 2         | 0       |

  
 \_\_\_\_\_  
 Canvassing Board

  
 \_\_\_\_\_  
 Canvassing Board

  
 \_\_\_\_\_  
 Canvassing Board





3. NEW BUSINESS-ACTION REQUIRED  
g. 5 General Items for Consideration Request from The Villages (Gary Moyer, VP of Development) for the city to release mineral reservations

*Administration*

December 7, 2010

Mr. Robert Smith  
City Manager, City of Wildwood  
100 North Main Street  
Wildwood, Florida 34785

Good morning Robert:

I need your help on the property that the City deeded to The Villages to release mineral reservations that are preserved for counties and municipalities in Section 270.11 Florida Statutes.

I am enclosing a quit claim deed that Steve Roy's office prepared and I would appreciate it if you will get this approved by the Commission as soon as practical. If you have any questions, please give me a call. As always, thanks for your help.

By the way, when you have time for lunch let me know. No business talk, I want to hear about your Sahara trip.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary', with a long horizontal stroke extending to the right.

Gary L. Moyer  
Vice President of Development

GLM:dp  
Enclosure

**3. NEW BUSINESS-ACTION REQUIRED**  
**g. 5 General Items for Consideration Request from The Villages (Gary Moyer, VP of Development) for the city to release mineral reservations**

THIS DOCUMENT PREPARED BY/RETURN TO:  
Steven M. Roy, Esq.\all  
McLin Burnsed  
P.O. Box 1299  
The Villages, Florida 32158-1299

Parcel Identification No. \_\_\_\_\_

**QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **THE CITY OF WILDWOOD**, a municipality of the State of Florida, whose post office address is 100 North Main Street, Wildwood, Florida 34785, Grantor, and **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, as Successor by Merger with LFO, LLC, a Florida limited liability company, as referenced in that Memorandum of Articles of Merger recorded in Official Records Book 2017, Page 307 (2008 32237), Public Records of Sumter County, Florida whose post office address 1020 Lake Sumter Landing, 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 the said Grantor, for and in consideration of the sum of TEN AND NO/100----- (\$10.00)---Dollars, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said 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, described in the attached *Exhibit "A"*.

**THIS QUIT CLAIM DEED IS GIVEN TO RELEASE ANY AND ALL PHOSPHATE, MINERAL, METAL AND PETROLEUM INTERESTS THAT MAY HAVE BEEN RESERVED PURSUANT TO THE OPERATION OF FLORIDA STATUTES SECTION 270.11 OR OTHER PROVISIONS OF FLORIDA LAW AS IT RELATES TO THAT WARRANTY DEED FROM GRANTOR TO GRANTEE RECORDED IN OFFICIAL BOOK 2131, PAGE 399 (2009 30564), PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.**

**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 the said first party, either in law or in equity, to the only proper use, benefit and behoof of the said second party forever.

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

ATTEST:

**THE CITY OF WILDWOOD**, a municipality  
of the State of Florida

\_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

**STATE OF FLORIDA  
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **Ed Wolf**, as Mayor, and **Joseph Jacobs**, as City Clerk, of **The City of Wildwood**, a municipality of the State of Florida, who are personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC

(Print Name)

My Commission Expires: \_\_\_\_\_

# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

### 3. NEW BUSINESS-ACTION REQUIRED

g. 5 General Items for Consideration Request from The Villages (Gary Moyer, VP of Development) for the city to release mineral reservations

EXHIBIT "A"  
SHEET 1 OF 2

#### LEGAL DESCRIPTION

THAT LAND LYING IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN  $N00^{\circ}29'25"E$ , ALONG THE EAST LINE THEREOF A DISTANCE OF 611.79 FEET; THENCE DEPARTING SAID EAST LINE,  $N65^{\circ}09'05"W$ , 124.92 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH LINE,  $N89^{\circ}25'10"W$ , 547.80 FEET THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID WEST LINE,  $N00^{\circ}27'52"E$ , 117.36 FEET; THENCE DEPARTING SAID WEST LINE,  $N25^{\circ}04'43"E$ , 118.26 FEET; THENCE  $S65^{\circ}09'05"E$ , 547.37 FEET TO THE POINT OF BEGINNING.  
CONTAINING 1.48 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, SUBSURFACE DRAINAGE FACILITIES AND SUBSURFACE UTILITIES, OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT LAND LYING IN SAID SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN  $N00^{\circ}29'25"E$ , ALONG THE EAST LINE THEREOF A DISTANCE OF 611.79 FEET; THENCE DEPARTING SAID EAST LINE,  $N65^{\circ}09'05"W$ , 124.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 AND THE POINT OF BEGINNING; THENCE CONTINUE  $N65^{\circ}09'05"W$ , 547.37 FEET; THENCE  $N25^{\circ}04'43"E$ , 40.00 FEET; THENCE  $S65^{\circ}09'05"E$ , 835.93 FEET TO SAID SOUTH LINE; THENCE ALONG SAID SOUTH LINE,  $N89^{\circ}25'10"W$ , 97.32 FEET TO THE POINT OF BEGINNING.

July 22, 09  
DATE

*William S. Barley*  
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 3815

#### GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 8-19-23 AS BEING  $N00^{\circ}29'25"E$ , AN ASSUMED MERIDIAN.

**WILLIAM S. BARLEY**  
AND ASSOCIATES, INC.

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4700

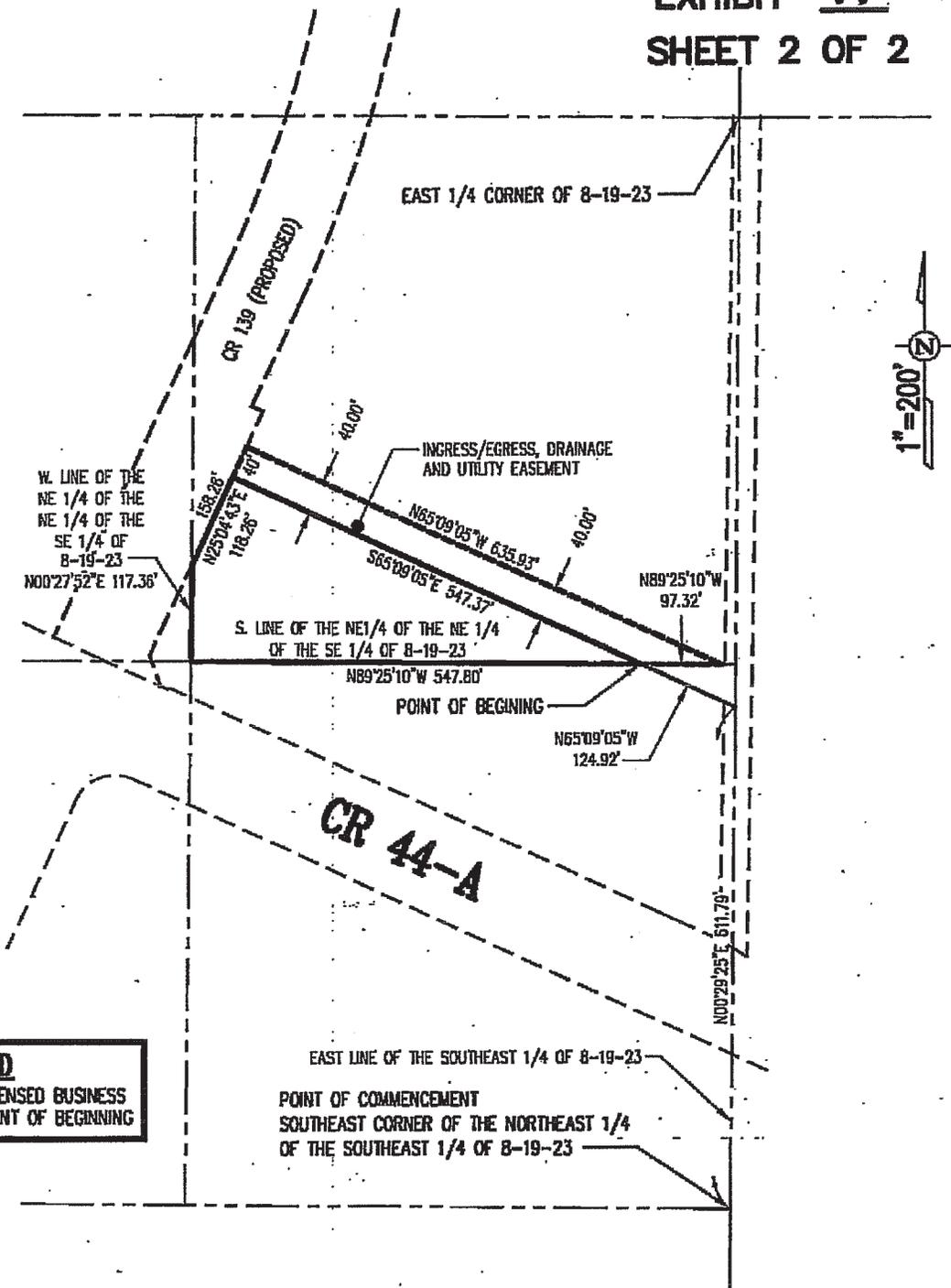
4450 NE 63RD ROAD • WILDMOOD, FL 34785 • (352) 748-3125

# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

### 3. NEW BUSINESS-ACTION REQUIRED

g. 5 General Items for Consideration Request from The Villages (Gary Moyer, VP of Development) for the city to release mineral reservations

EXHIBIT "A"  
SHEET 2 OF 2



**LEGEND**  
 LB LICENSED BUSINESS  
 POB POINT OF BEGINNING

EAST LINE OF THE SOUTHEAST 1/4 OF 8-19-23  
 POINT OF COMMENCEMENT  
 SOUTHEAST CORNER OF THE NORTHEAST 1/4  
 OF THE SOUTHEAST 1/4 OF 8-19-23

**GENERAL NOTES**

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**FERNER  
BAILEY  
AND ASSOCIATES, INC.**

4450 NE 23RD ROAD • WILDMOOD, FL 34725 • (352) 745-3125

▲ ENGINEERS  
 ▲ SURVEYORS  
 ▲ PLANNERS  
 LB 4708

27.00  
175.00 Doc  
3.00 Copy  
205.00  
25,000.00

SUNTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
11/04/2009 02:34:38PM  
PAGE 1 OF 3  
DEED  
B-2131 P-398  
DEC 01 2009

Prepared by and return to:  
Steven M. Roy, Esq., Attorney  
McLis & Burned PA  
PO Box 1299  
The Villages, FL 32159

File Number: OH2601

(Space Above This Line For Recording Date)

### Warranty Deed

This Warranty Deed is made this 30<sup>th</sup> day of October, 2009 between **THE CITY OF WILDWOOD**, a municipality of the State of Florida, whose post office address is 100 North Main Street, Wildwood, Florida 34785, grantor, and **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, whose post office address is 1020 Lake Sumter Landing, The Villages, Florida 32162, and **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, as Successor by Merger with LFO, LLC, a Florida limited liability company, as referenced in that Memorandum of Articles of Merger recorded in Official Records Book 2017, Page 307, Public Records of Sumter County, Florida, whose post office address is 1020 Lake Sumter Landing, The Villages, FL 32162, grantee.

(Grantor and Grantee the terms "grantor" and "grantee" include all the parties in this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sumter County, Florida to-wit:

See attached Exhibit "A"

Parcel Identification Numbers:

Together with all the easements, servitudes and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title in said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

**UNOFFICIAL**

ATTEST:  
*Joseph Jacob*  
Joseph Jacob, City Clerk

THE CITY OF WILDWOOD, a municipality  
of the State of Florida  
*Ed Wolf*  
Ed Wolf, Mayor

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2009, by Ed Wolf, as Mayor, and Joseph Jacob, as City Clerk, of The City of Wildwood, a municipality of the State of Florida, who are personally known to me.

*Danielle S. Woods*  
DANIELLE S. WOODS  
(Type or Print Notary Name)  
My Commission Expires:



Notary Public, State of Florida, My Commission Expires August 2, 2012

Images

From:

SUNTER COUNTY, FLORIDA  
 FLORIAN HAYWARD, CLERK OF CIRCUIT COURT  
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 DEED 0-2131 P-100  
 DOC 5075.00

**SKETCH FOR DESCRIPTION**  
 (NOT A FIELD SURVEY)

EXHIBIT "A"  
 SHEET 1 OF 2

LEGAL DESCRIPTION  
 THAT LAND LYING IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMNER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN NORTH 75° E, ALONG THE EAST LINE THEREOF A DISTANCE OF 611.70 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 75° W, 124.92 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH LINE, NORTH 75° W, 547.33 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID WEST LINE, NORTH 75° E, 117.35 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 75° E, 118.26 FEET; THENCE SOUTH 75° E, 547.33 FEET TO THE POINT OF BEGINNING, CONTAINING 1.40 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, SURFACE USAGE FACILITIES AND SUBSURFACE UTILITIES, OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT LAND LYING IN SAID SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMNER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN NORTH 75° E, ALONG THE EAST LINE THEREOF A DISTANCE OF 611.70 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 75° W, 124.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 75° W, 547.33 FEET; THENCE NORTH 75° E, 40.00 FEET; THENCE SOUTH 75° E, 633.93 FEET TO SAID SOUTH LINE; THENCE ALONG SAID SOUTH LINE, NORTH 75° E, 92.32 FEET TO THE POINT OF BEGINNING.

UNOFFICIAL COPY

July 23, 09

William S. Buckley  
 WILLIAM S. BUCKLEY, PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA REGISTRATION NO. 1870

**GENERAL NOTES**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RESEAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. MEASUREMENTS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 8-19-23 AS SHOWN ABOVE, AN ASSUMED GENERAL.

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