



Agenda

Agenda

CITY COMMISSIONERS OF THE CITY OF WILDWOOD

- Mayor/Commissioner – Ed Wolf – Seat 1
- Mayor Pro-Tem/Commissioner – Ronald Allen – Seat 5
- Pamala Harrison-Bivins – Seat 2
- Don C. Clark – Seat 4
- Robby Strickland – Seat 3
- Robert Smith – City Manager

May 9th, 2011
7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

AGENDA

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- INVOCATION
- FLAG SALUTE

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	PUBLIC HEARING	Adoption of the Evaluation and Appraisal Report (EAR) through Resolution 2011-04 (Attachments - Staff Recommends Approval)
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* Quasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATIONS:

- Health Care Benefit Package Presentation (Deanna Cox, HRO (Attachments)
- Health Care Benefits Comparison & Cost Presentation (Robert Smith, City Manager) (Attachments)
- Proclamation declaring Arbor Day as May 7, 2011
 - a. City Manager
 - b. City Attorney
 - c. City Clerk
 - d. Commission Members
 - e. Public Forum (10 minute time limit)
 - f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

a. **MINUTES**

1. Minutes of Regular Meeting held on April 25th, 2011 (Attachments – Staff Recommends Approval)

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

1. None

c. RESOLUTIONS FOR APPROVAL:

1. None

d. APPOINTMENTS

1. Appointment of individual to the Fire and Emergency Medical Services Advisory Board (Attachments – Board Option)

e. CONTRACTS AND AGREEMENTS

1. CDBG Project Contract Agreement (Dave Grimm, PP and/or Attorney Blair) (Attachments – Staff Recommends Approval)
2. Transmission Infrastructure Extension (TIE) Fee Update Work Order Authorization for Barnes, Ferland & Associates to complete the work outlined in the Scope of Services dated May 2, 2011 (Attachments – Staff Recommends Approval)
3. Request for approval to authorize Carr, Riggs & Ingram, CPAs and Advisors to perform a separate closeout audit on the WW769070-Wildwood Treatment Facilities project loan agreement as required by FDEP for the loan period from June 15, 2007 through January 29, 2010 (Attachments – Staff Recommends Approval)

f. FINANCIAL

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Review/approval of low quote from LPI for the construction and installation of handicap ramps on Gamble Street (Attachment – Staff Recommends Approval)

g. GENERAL ITEMS FOR CONSIDERATION

1. Request for decision/clarification regarding businesses such as the Internet Cafes/Sweepstakes (Attachments – Staff Requests Direction from Commission)

4. ADJOURN:

NOTES – NO ACTION REQUIRED:

- a. None

REPORTS:

CITY MANAGER (2.a.f.):

1. Quarterly Report from Jason Hargrove, P&R Coordinator –(Attachments)

1. **TIMED ITEMS AND PUBLIC HEARINGS**

7:00 PM (a)	PUBIC HEARING – TIMED ITEMS	Adoption of the Evaluation and Appraisal Report (EAR) through Resolution 2011-04 (Attachments - Staff Recommends Approval)
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CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Evaluation and Appraisal Report (EAR) of the Local Comprehensive Plan

Adoption of EAR

REQUESTED ACTION:

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING: May 9, 2011
 Special Meeting

CONTRACT:

N/A
 Effective Date: _____
 Managing Division / Dept: _____

Vendor/Entity: _____
 Termination Date: _____

BUDGET IMPACT: _____

- Annual
- Capital
- N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Section 163.3191(1), Florida Statutes requires local governments to assess the progress of implementing the local comprehensive plan every seven (7) years. The local comprehensive plan is to be reviewed and amended as necessary to respond to changes in growth management polices, changing conditions within the community and to identify major issues regarding the community's achievements of its goals.

The proposed EAR was sent to the Department of Community Affairs (DCA) and commenting agencies on March 14th. The DCA forwarded their review comments to the City on April 18th.

As requested by the DCA, a vacant lands map (Map 3-1) has been incorporated into the report. Incorporation of the map is the only substantial change to the report.

Staff recommends adoption of the EAR through Resolution No. R2011-04. The EAR will then be transmitted to the Department of Community Affairs and reviewing agencies for sufficiency review pursuant to Section 163.3191(6), Florida Statutes.

Jason McHugh
 Development Services Coordinator

RESOLUTION NO. R2011-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT FOR THE CITY OF WILDWOOD COMPREHENSIVE PLAN; APPROVING TRANSMITTAL OF THE REPORT TO THE DEPARTMENT OF COMMUNITY AFFAIRS IN ACCORDANCE WITH SECTION 163.3191, FLORIDA STATUTES.

WHEREAS, the Florida Legislature intends that local planning be a continuous and ongoing process; and

WHEREAS, the City Commission has adopted the City of Wildwood Comprehensive Plan by Ordinance No. O2010-02 on March 8, 2010; and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to periodically assess the success and shortcoming of the adopted plan to adequately address changing conditions and state policies and rules; and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to adopt needed amendments to ensure that the plan provides appropriate policy guidance for growth and development; and

WHEREAS, the Special Magistrate/Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed the Evaluation and Appraisal Report, held an advertised public hearing, provided for participation by the public in the process, and rendered its recommendation to the City Commission; and

WHEREAS, the City Commission has reviewed the Evaluation and Appraisal Report, held an advertised public hearing, provided for comments and public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process;

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

Section 1: The City Commission does hereby adopt the Evaluation and Appraisal Report for the City of Wildwood Comprehensive Plan, attached here as Exhibit A.

Section 2: The City Commission does hereby approve transmittal of the Evaluation and Appraisal Report to the Department of Community Affairs for the purpose of a sufficiency review in accordance with Section 163.3191, Florida Statutes.

Section 3: This Resolution shall become effective immediately upon passage.

Section 4: All Resolutions and parts of Resolutions in conflict herewith are repealed.

DONE AND RESOLVED, this _____ day of _____, 2011, in regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L:

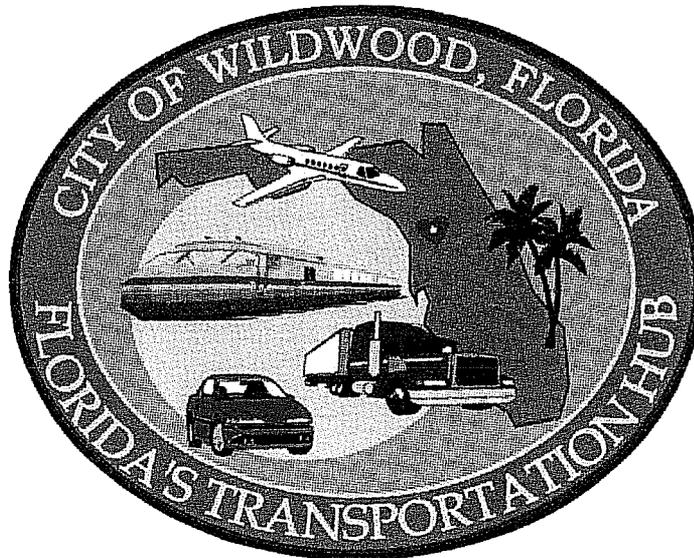
By: _____
Ed Wolf, Mayor

ATTEST:

Joseph Jacobs, City Clerk

City of Wildwood

Evaluation and Appraisal Report



Prepared By:

City of Wildwood
Development Services Department

May 9, 2011

**City of Wildwood
Evaluation and Appraisal Report
City of Wildwood, Florida**

PREFACE

Key Officials

City Commissioners:

Ed Wolf.....Mayor

Ronald B. Allen..... Mayor Pro Tem

Pamala Bivins.....Commissioner

Robby Strickland.....Commissioner

Don C. Clark.....Commissioner

Local Planning Agency (Special Magistrate).....Archie Lowry, Jr.

Staff:

City Manager.....Robert Smith

City Attorney.....Jerri A. Blair

City Clerk.....Joseph Jacobs

Development Services Director.....Melanie Peavy

**City of Wildwood
Evaluation and Appraisal Report
City of Wildwood, Florida**

PREFACE

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Chapter 1: Introduction

The City of Wildwood, the largest municipality in Sumter County, is located in northeast portion of the County. The City contains several major transportation corridors that connect residents and businesses with other parts of the state (CSX Railroad “S” rail line, U.S. 301, SR 44, CR 470, and the Florida Turnpike). The City also serves as a regional supplier of potable water and sanitary sewer services. The extent of these utility services reaches the Coleman Federal Correctional Complex to the south, the SR 44/Interstate-75 interchange to the west, and north of CR 466.

The Sumter County Evaluation & Appraisal Report (August 2010) states Sumter County has experienced rapid growth within the last decade. In 2009, the Bureau of Economic and Business Research (BEBR) estimated the county population in excess of 95,000 residents. This represents a 55% increase from the 2002 population. This substantial growth can be attributed predominately to The Villages of Sumter County Development of Regional Impact (The Villages). The Villages, an adult retirement community in unincorporated Sumter County, is located adjacent to the City to the east. During the last decade, the County witnessed significant growth within The Villages (building permits within The Villages peaked at nearly 5,000 per year).

With the rapid growth of The Villages and infrastructure capable of serving development, the City began feeling the impending growth pressures. The City embraced the challenges associated with growth and decided to take a proactive approach in shaping its future. In 2004, the City initiated the growth process by annexing large tracts of land. Since that time, the City has grown in land area from slightly over 3,000 acres in 2004 to approximately 26,861 acres today (see Map 1-1). Embracing the challenge required a well-thought comprehensive plan to guide development in achieving economic and social prosperity within the community. In early 2007, the City, in partnership with community residents, city leaders, and the development community began the process of rewriting the City’s comprehensive plan.

After a one (1) year preparation process and a two (2) year negotiation process with the Department of Community Affairs, the City and the Department executed a stipulated settlement agreement on the comprehensive plan amendments associated with the new comprehensive plan. The City Commission adopted the 2035 Comprehensive Plan in March of 2010. On April 12, 2010, the Department of Community issued its notice of intent to find the 2035 Comprehensive Plan “in compliance” with Chapter 163, Part II, Florida Statutes.

Planning Initiative: Public Participation During the Creation of the 2035 Comprehensive Plan: Identification of Local Issues

In order to better manage the projected growth for the area and to lay the groundwork for the new 2035 Comprehensive Plan, the City initiated a visioning process in 2007 which comprised a series of workshops with adjacent local governments, applicable government agencies, local property owners, and City residents and businesses to discuss their visions for the future of the City. The visioning workshops also provided a public forum for the City to inventory the community’s successes, and areas where improvements were needed. The City also wished to address the future needs of Sumter County and set the stage for a coordinated planning approach with Sumter County.

The visioning workshops took place between March and May 2007. The first series of workshops reviewed local values, how the City should grow, the need for physical infrastructure, its costs and possible funding options. The second series of workshops built on this work, to identify future areas for

development, future road improvements, locations for schools, parks, and other public facilities. The third series of workshops comprised a feedback session to enable the participants of all workshops the opportunity to observe inputs from all groups. The workshops were well supported, and there was consensus that the City should start planning for the future while encouraging urban, mixed use development and concepts.

As a result of the visioning process, the City was able to:

- identify future growth areas for the City and start planning for infrastructure development
- initiate coordination with Sumter County on the future development of the Interlocal Service Boundary Agreement/Joint Planning Area to cover issues such a annexation, land use, and provision of public facilities and services
- identify and inventory the employment opportunities created by the Coleman Federal Prison, large industrial employers, and commercial development at The Villages
- assess socioeconomic data and create economic development strategies
- adopt architectural design standards for new development
- lay the groundwork for the new Comprehensive Plan

A long term planning approach enables City leaders to better plan for the needs of future residents, especially in terms of water, sewer and community facilities where long term financing is required. The visioning workshops strongly supported the notion that the City of Wildwood will continue to expand its role as a key urbanizing area within Sumter County. The 2035 Comprehensive Plan incorporates the vision of the City of Wildwood as a future major urban and economic area within Sumter County.

The Evaluation and Appraisal Report (EAR) Process

Section 163.3191(1), Florida Statutes requires local governments to assess the progress of implementing the local comprehensive plan every seven (7) years. The local comprehensive plan is to be reviewed to respond to changes in growth management polices, changing conditions within the community and to identify major issues regarding the community’s achievements of its goals.

The City is currently in the process of rewriting its Land Development Regulations to implement the goals, objectives and policies contained within the 2035 Comprehensive Plan. Less than one (1) year has passed since the effective date of the 2035 Comprehensive Plan. Because the City finds itself in the infant stage of the planning timeframe covered by the 2035 Comprehensive Plan, it is premature for the City to assess many of the potential successes and shortcomings of the plan at this time. The City’s next EAR (scheduled for 3/1/2018) or future amendment cycles will provide the City with a more suited opportunity to address the successes and shortcomings of the plan. Nevertheless, the EAR process is a statutory requirement. The planning process undertaken by the City in preparation of this EAR is shown in TABLE 1-1.

TABLE 1-1: City’s EAR Process

STEP	DATE
Preparation of EAR	9/10 through 2/11
LPA Public Hearing (Recommendation to City Commission)	March 1, 2011
City Commission Transmittal of Proposed EAR	March 14, 2011
City Commission Adopts EAR	May 9, 2011

Chapter 2: Statutory Analysis of Topics

Section 163.3191(2), Florida Statutes instructs local governments to present an evaluation and assessment of the local comprehensive plan on a number of topics. This Chapter provides an analysis of the applicable topics listed in the statute.

Population Growth and Changes in Land Area: F.S § 163.3191(2)(a)

As part the EAR process, every local government is required to evaluate the population projections within their adopted comprehensive plan. The evaluation is focused on determining if the projections from the adopted comprehensive plan are reasonable and have appropriately estimated the future population growth of the community.

The cornerstone of the 2035 Comprehensive Plan is the population projections within the City through the 2035 planning timeframe. During the settlement agreement negotiations of the plan, the Department of Community Affairs (DCA) accepted the City’s population projections. In addition, DCA required the County and the City to enter into an agreement with DCA that requires the City and Sumter County to utilize the same population projections and to allocate 25% of the county’s projected 2035 population to the City. In February, 2010 all three (3) parties executed the population agreement. TABLE 2-1 illustrates the population projections contained within the 2035 Comprehensive Plan. The City’s 2009 population according to the Bureau of Business and Economic Research (BEBR) was estimated at 4,825. The interim estimated 2010 City population was 5,200 based on the latest information from BEBR. This equates an increase of 375 people.

TABLE 2-1: Projected Population

	2015	2020	2025	2030	2035
Sumter County Population	109,537	135,736	166,381	201,398	240,746
Wildwood %	15%	20%	25%	25%	25%
Wildwood Population	16,431	27,147	41,595	50,350	60,186

Source: City of Wildwood 2035 Comprehensive Plan

Population growth over the short term (5 years) may not reach the projected population due to the economic downturn and housing crisis. However, the City is anticipating rapid population growth once the economy rebounds. There are many residential developments waiting to break ground once the market can absorb new housing units. Nonetheless, the City will have the opportunity to amend the population projections through the planning timeframe as appropriate.

Since the 2035 Comprehensive Plan the City has annexed three (3) properties totaling 10.71 acres. The location of these three properties is depicted on Map 2-1. Each of these annexed properties was subject to a small scale comprehensive plan amendment. These properties are shown on TABLE 2-2.

TABLE 2-2: Annexed Properties – Small Scale Comprehensive Plan Amendments (2010)

Project (Parcel Number)	Acreage	Amendment Date	County FLUM Designation	City FLUM Designation
Quadventure, LLC (G17=034)	6	10/25/10	Agricultural	Commercial
The Villages of Wildwood DRI (G08=060)	1.12	10/25/10	City – Recreation County – Mixed Use and Medium Density Residential	The Villages of Wildwood DRI
The Villages of Wildwood DRI (G08=020)	3.59	10/25/10	City – Recreation County – Mixed Use	The Villages of Wildwood DRI

Source: City of Wildwood Development Services Department

In addition to the three (3) properties above, the City processed four (4) additional small scale comprehensive plan amendments in late 2010. TABLE 2-3 lists the change in future land use for these four (4) properties. All seven (7) of the properties subjected to the small scale comprehensive plan amendment are depicted on Map 2-2.

TABLE 2-3: Non-Annexed Properties – Small Scale Comprehensive Plan Amendments (2010)

Parcel Number	Acreage	Amendment Date	Prior FLUM Designation	New FLUM Designation
D32=148	2.46	10/25/10	Commercial	Industrial
F12=032E	4.98	10/25/10	Industrial	Commercial
F12W00P1	2.39	10/25/10	Commercial	Industrial
G07=044	6.5	10/25/10	High Density Residential	Public Facilities

Source: City of Wildwood Development Services Department

TABLE 2-4 summarizes the changes in future land use within the City as a result of these seven (7) amendments.

TABLE 2-4: Future Land Use Amendment Activity (5/2010 to Present)

FLUM Designation	Increase in Acreage	Decrease in Acreage	Net Change in Acreage
Commercial	13.37	2.46	10.91
Industrial	2.46	7.37	(4.91)
Public Facilities	6.5	0	6.5
Recreation	0	1	(1)
The Villages of Wildwood DRI	4.71	0	4.71
High Density Residential	0	6.5	(6.5)

Source: City of Wildwood Development Services Department

Vacant Land and Developable Land: F.S § 163.3191(2)(b)

The 2035 Comprehensive Plan analyzed the amount of vacant land within the municipal limits of the City of Wildwood, shown on TABLE 3-1 and Map 3-1. The majority of the vacant, developable land is associated with the annexations that occurred prior to the adoption of the 2035 Comprehensive Plan.

TABLE 3-1: Vacant Land

Future Land Use Map Designation	Vacant Land (Acres)
Conservation	4,810
Agriculture - 5	6,321
Agriculture - 10	191
Recreation	5
Low Density Residential	1,291
Low Medium Density Residential	722
Medium Density Residential	116
Medium High Density Residential	46
High Density Residential	4
Residential/Institutional/Office	25
Residential Mixed Use	54
Villages of Wildwood DRI	337
Wildwood Springs DRI	1,047
Landstone Communities DRI	4,166
Commercial Center Mixed Use	497
Employment Center Neighborhood Mixed Use	2
Central Mixed Use	610
Business Park Mixed Use	1,316
Oxford Neighborhood Commercial	75
Oxford Neighborhood Mixed Use	772
Oxford Residential Mixed Use	139
South Wildwood Neighborhood Mixed Use	527
Mobile Home Park	45
Commercial	627
Public Facilities	139
Industrial	815
Total	24,699

Source: City of Wildwood 2035 Comprehensive Plan

The City anticipates the amount of vacant, developable land to decrease through the planning timeframe. Aside from the Agricultural and Conservation designations, it is anticipated that the majority of the acreage will be developed for urban uses consistent with the requirements of the land use designation.

Financial Feasibility of Providing Infrastructure: F.S § 163.3191(2)(c)

The 2035 Comprehensive Plan demonstrates how the City will provide the necessary infrastructure and public facilities needed to serve the projected population. The City monitors the demand on potable water, sanitary sewer, recreation, transportation, solid waste, public schools and stormwater (drainage) in relation to maintaining the adopted level of service for each facility. The demand and capacity of these systems will be reported on and monitored on a yearly basis.

Pursuant to F.S § 163.3177(3)(b)(1) and Rule 9J-5.016(5), Florida Administrative Code, the City is required to amend its comprehensive plan annually to include all capital improvements scheduled for construction within the community during the next five (5) years. These improvements are contained within the 5-Year Schedule of Capital Improvements, a component of the Capital Improvements Element. The annual update requires the City to compare the actual level of service the facilities are operating at against the adopted level of service contained within the comprehensive plan. This analysis identifies existing deficiencies and forecasts where shortfalls may exist in the short term.

Since the adoption of the 2035 Comprehensive Plan the City adopted the annual update to the 5-Year Schedule of Capital Improvements on December 13, 2010. On February 14, 2011, the Department of Community Affairs issued the notice of intent to find the amendment in compliance. The 5-Year Schedule of Capital Improvements is included in the Appendix of this report.

Location of Development: F.S § 163.3191(2)(d)

The location of existing development is unchanged since the 2035 Comprehensive Plan has been effective. No new development locations or projects have occurred within this short time frame.

Identification of Major Issues: F.S § 163.3191(2)(e)

The visioning sessions that piloted the creation the 2035 Comprehensive Plan identified the major issues within the community. The 2035 Comprehensive Plan was crafted in part to address the issues brought forth by the public during these workshops.

Changes in Agency Planning Policies: F.S § 163.3191(2)(f)

There have been no changes in the Withlacoochee Regional Planning Council’s Strategic Plan since the adoption of the 2035 Comprehensive Plan. The same is true for the state comprehensive plan, Rule 9J-5, Florida Administrative Code, and Chapter 163, Florida Statutes.

Public Participation: F.S § 163.3191(2)(i)

Public input has been an important component in the City’s planning initiatives. The City frequently solicits public participation in accordance with Section 14-26 of the City of Wildwood Code of Ordinances through various advertisement avenues, workshops and public hearings. Concurrently, the City seeks comments from other government agencies. Public participation during the comprehensive planning process was first initiated during the City’s visioning process as previously described in Chapter 1.

Additional public comment was sought during the preparation of this report. The City informed the public about the process through the following means:

- *City Website* – Notice of the EAR process was placed on the City’s website.
- *City’s Facebook Page* – The City recently created a Facebook page as another avenue to attract attention to the happenings within the City and as another way to get the word out on important City functions, news, and other pertinent information.
- *Newspaper Advertisement* – Notice of the public hearing was placed in the legal section of the Daily Commercial
- *Public Postings* – Notice was posted at City hall and at the local post office

Coordination with Public Schools: F.S. § 163.3192(2)(k)

Over the last several years, the Sumter County School Board has witnessed stagnant growth of student population, due largely in part to the rapid growth of The Villages retirement community. No new school capacity projects have occurred during the timeframe of the approval of the City’s comprehensive plan and the preparation of this report. The City expects the student demand to begin to increase over the next few years as The Villages approaches buildout and growth expands into the City with the proposed large developments of the Landstone, Wildwood Springs, and Southern Oaks Developments of Regional Impact. As the student population increases, coordination with the School Board and the City will be critical to ensure adequate facilities.

All local governments are required to coordinate land planning efforts within their comprehensive plans with the school planning efforts of local school districts. The 2035 Comprehensive Plan contains a Public Schools Facility Element (originally adopted in 2008) and Intergovernmental Coordination Element that provides for the coordination of the siting of new schools, implements school concurrency, and provides for coordination in the projection of population and future student growth. In addition, the City entered into an Interlocal Agreement with the Sumter School Board that implements the Public Schools Facilities Element.

During the preparation on the 2035 Comprehensive Plan, the City coordinated with School Board regarding population projections. The School Board is required to utilize the projections furnished by the Department of Education, however, Section 2.2 of the Interlocal Agreement contains language that allows the School Board to consider and coordinate consistent population projections in accordance with the City’s comprehensive plan.

The City continues to coordinate population projections consistent with the provisions stated within the Interlocal Agreement. Annually, the City is required to provide the School Board with a growth report which identifies and inventories developments within the City that will impact public schools. Additionally, proposed comprehensive plan amendments, rezonings, and development projects are provided to the School Board for their review and comment.

Water Supply Projects (Alternative and Traditional): F.S. § 163.3192(2)(l)

In 2002 and 2005, the Florida Legislature enacted legislation that significantly changed Chapters 163 and 373, F.S. to improve coordination of water supply and land use planning. The 2035 Comprehensive Plan accomplishes the following:

- Develops water supply planning documentation for the building of potable water facilities necessary to serve existing and new development and for which the local government is responsible. The plan identifies the sources of water and considers supply alternatives described in the SWFWMD's District Water Supply Plan.
- Provides a summary of the City's existing water, conservation, reuse and irrigation programs.
- Coordinates with the SWFWMD to implement solutions for development of an alternative water supply to supplement groundwater resources consistent with the SWFWMD Regional Water Supply Plan.

The City was granted a Water Use Permit (WUP) in 2007 that allows an annual average groundwater withdrawal of 4.98 million gallons per day. The WUP requires the City to investigate one (1) or more alternative water supply projects that are economically, environmentally and technically feasible. The City has been participating in the Withlacoochee Regional Water Supply Authority (WRWSA) and has partnered with the SWFWMD to investigate Lower Floridan water supply sources. As such the WRWSA completed a feasibility study in November 2007 and the City submitted this document as part of their February 2008 WUP compliance efforts associated with alternative water supply. The investigation of the Lower Floridan water supply source is being pursued as part of the City's future water supply project (Champagne Farms Water Treatment Plant).

From an overall water supply planning and management perspective, the City has the challenge of minimizing the quantity of groundwater and potable water use for irrigation. This will be accomplished through the continued development of surface water and stormwater irrigation, the continued implementation of conservation initiatives, continued development of alternative resources, and/or the implementation of mitigation or other means of offsetting groundwater withdrawal impacts such as providing for additional recharge.

The City intends to meet the above challenge by utilizing an integrated water resources planning approach by taking advantage of lower quality alternate water resources for non-potable uses, and by partnering with neighboring utilities to implement projects that will benefit the region rather than just the City of Wildwood. By utilizing this approach, the City not only meets the SWFWMD long-term plans, but also meets the requirements of new regulations.

The integrated water resources planning approach for the City of Wildwood includes the following:

- The investigation of lower Floridan aquifer supplies
- Partnering with the SWFWMD to investigate lower Floridan aquifer supplies
- Continued use of reclaimed water for irrigation purposes
- Research and possible development of stormwater and or surface water irrigation resources
- Continued implementation of conservation initiatives such as water restrictions, requiring reclaimed water distribution systems be installed in all new developments, and Florida native and/or drought tolerant landscaping requirements via Comprehensive Plan goal and policy language modification and subsequent ordinance adoption
- Further development of partnerships with neighboring utilities to develop and/or utilize alternative resources similar to the 2006/2007 agreement between the City and the Villages
- Annually evaluating the effectiveness of the adopted water conservation rates
- Developing groundwater sources further west in an effort to shift the withdrawals away from areas that have already been highly developed and or could impact to surface water bodies

- Continued participation in the Withlacoochee Regional Water Supply Authority in researching the development of potential alternative water supplies
- Working to locate facilities such that the withdrawals are spread apart in an effort to minimize potential impacts

The City's current WUP expires in 2013 at which time the City will be required to update the permit. The Southwest Florida Water Management District's update to their Regional Water Supply Plan will cover the entire District, meaning all 98 local governments in the District will be required to include a Water Supply Facilities Work Plans in their comprehensive plans. That being said, the City is in the process of creating the 10 Year Water Supply Facility Plan. This plan will be incorporated into the City's 2035 Comprehensive Plan.

Assessment of Common Methodology for Measuring Transportation Impacts and Monitoring Concurrency F.S. § 163.3192(2)(p)

As previously stated the City contains several major regional roadways that provide connections to adjacent counties and to other regions. Some of these roadways (US 301, the Florida Turnpike, and SR 44) are designated as part of the State's Strategic Intermodal System (SIS). Because these roadways are part of the SIS, the level of service standards for these facilities are established by State Statute and Rule.

Adopted level of service standards for other roadways within the City are "D" for all roadways. In 2008, the City entered into an interlocal agreement with the Lake-Sumter Metropolitan Planning Organization (MPO) that established the MPO as the designated agency to review traffic impact studies on behalf of the City. This relationship provides for a true regional perspective in the review of traffic impacts on roadways. The MPO provides these review services to not only the City but also to Sumter County, the other cities within the county, and to Lake County and its cities. In addition, the MPO maintains working relationships with the adjacent transportation planning organizations. The City's use of the MPO provides a comprehensive approach to maintaining level of service on roadway facilities within the region as well as assuring coordination between the City, the regional local governments, FDOT and with our regional partners.

The MPO's 2035 Long Range Transportation Plan (LRTP) was developed in part, to be consistent with local comprehensive plans. City staff coordinated with MPO staff in developing the model data include in the LRTP ensuring the consistency between the two plans. Further, the use of the MPO as the clearinghouse for concurrency issues provides a vast opportunity to establish a true regional framework for addressing transportation needs. A regional transportation framework is better able to support a multi-modal and interconnected transportation system than transportation planning that is limited to a single local area. Opportunities will be identified for enhancing the transportation system in a manner that is not singularly focused on road widening but focused on a multi-modal and interconnected transportation system throughout the region and state.

Achievement of Plan Objectives: F.S. § 163.3192(2)(g)

Assessment of Success and Shortcomings in Implementation: F.S. § 163.3192(2)(h)

Actions Needed to Address Major Issues: F.S. § 163.3192(2)(i)

Due to the diminutive time that has lapsed since the 2035 Comprehensive Plan has been effective, assessing the successes and shortcomings of these topics is premature due to lack of time for implementation of the goals and objectives of the plan.

Chapter 3: Future Opportunities

The 2035 Comprehensive is a living document that requires appropriate updates to be successful as changes occur throughout the community. An immediate opportunity exists to update the 2035 Comprehensive Plan to incorporate a joint planning area with Sumter County. The City and Sumter County entered into an Interlocal Service Boundary and Joint Planning Agreement pursuant to Chapter 171, Part II, Florida Statutes. The City adopted the agreement by ordinance (Ordinance No. O2009-10) on April 13, 2009. The next step of this agreement is for the City and Sumter County to amend their local comprehensive plans to include the Joint Planning Area. Both comprehensive plans will be amended pursuant to Chapter 163, Part II, Florida Statutes to include coordination mechanisms on annexation, land use, and provision of services. The City and the County are nearly complete in finalizing the necessary data and analysis to bring to the respective boards for action. The City anticipates transmittal of the amendment to the Department of Community Affairs in late spring, early summer.

Planning to assure the availability of potable water to serve the City's existing and future populations is critical. The update to the Withlacoochee Regional Water Supply Authority's Regional Water Supply Plan and the inclusion of Sumter County within the plan provides an opportunity for the City to develop a 10-Year Water Supply Facilities Plan, fine tuning the alternative water supply plan, and enhancing water conservation through the increased use of reclaimed water and decreased potable water demand. During the next few years, the City will undergo significant planning for water supply as a result of the mandated 10-Year Water Supply Facilities Plan and with the expiration of its Water Use Permit in 2013.

The findings within this report do not warrant any amendments to the 2035 Comprehensive Plan at this time. The next schedule EAR cycle for the City is March 1, 2018 at which point six (6) years will have passed since the 2035 Comprehensive Plan became effective. That EAR cycle will provide an excellent opportunity to evaluate the intended goals and objectives of the 2035 Comprehensive Plan.

Maps

Wildwood, Florida

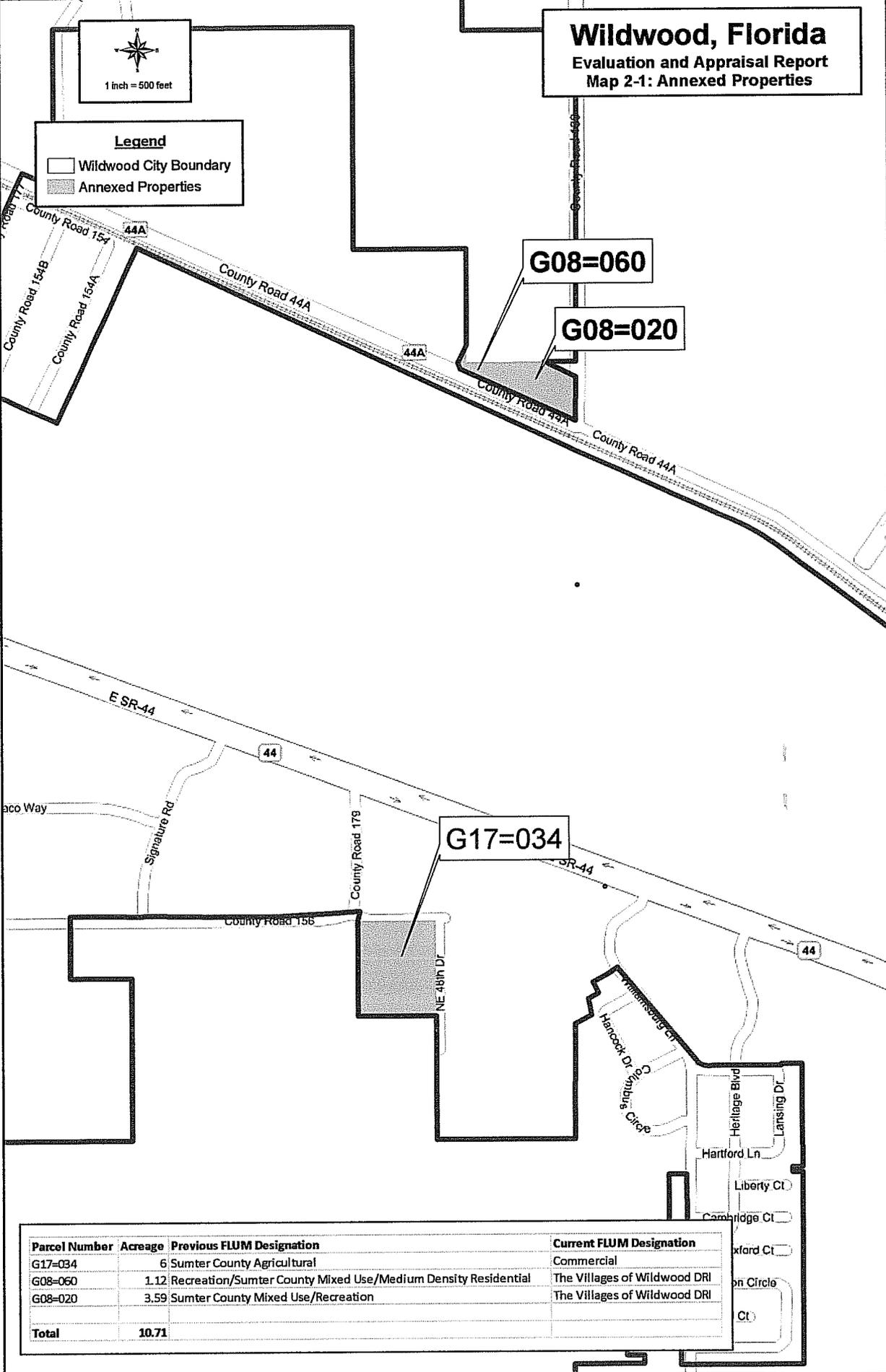
Evaluation and Appraisal Report
Map 2-1: Annexed Properties



1 inch = 500 feet

Legend

- Wildwood City Boundary
- Annexed Properties



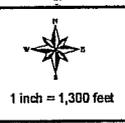
Parcel Number	Acreage	Previous FLUM Designation	Current FLUM Designation
G17=034	6	Sumter County Agricultural	Commercial
G08=060	1.12	Recreation/Sumter County Mixed Use/Medium Density Residential	The Villages of Wildwood DRI
G08=020	3.59	Sumter County Mixed Use/Recreation	The Villages of Wildwood DRI
Total	10.71		

1. (a) PUBLIC HEARINGS - Adoption of the Evaluation and Appraisal Report (EAR) through Resolution 2011-04 (Attachments - Staff Recommends Approval)

Wildwood, Florida

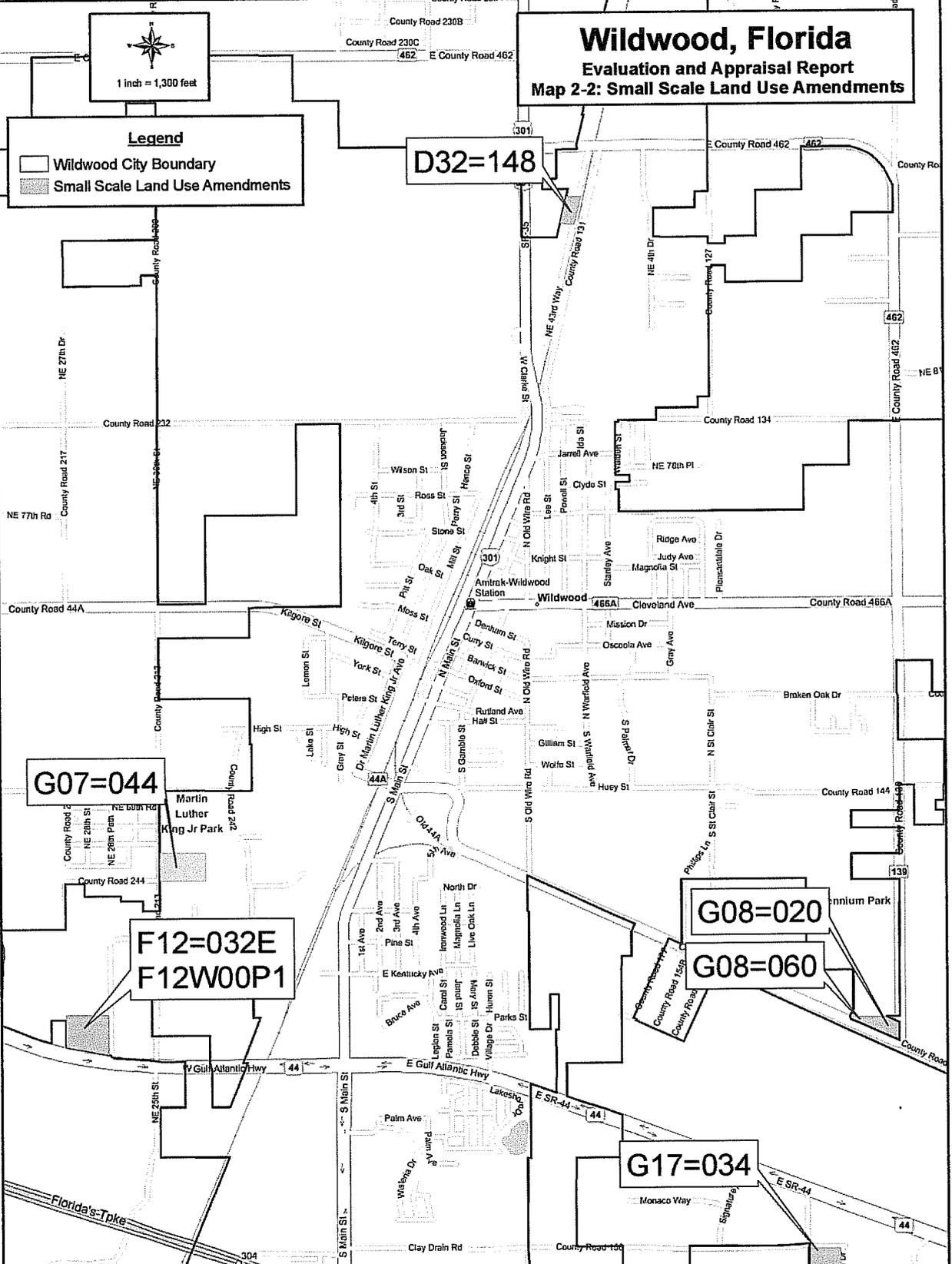
Evaluation and Appraisal Report

Map 2-2: Small Scale Land Use Amendments



Legend

Wildwood City Boundary
 Small Scale Land Use Amendments



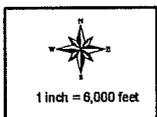
Parcel Number	Acree	Previous FIUM Designation	Current FIUM Designation
D32=148	2.46	Commercial	Industrial
F12=032E	4.98	Industrial	Commercial
F12W00P1	2.39	Industrial	Commercial
G07=044	6.5	High Density Residential	Public Facilities
G17=034	6	Sumter County Agricultural	Commercial
G08=060	1.12	Recreation/Sumter County Mixed Use/Medium Density Residential	The Villages of Wildwood DRI
G08=020	3.59	Sumter County Mixed Use/Recreation	The Villages of Wildwood DRI

1. (a) PUBLIC HEARINGS - Adoption of the Evaluation and Appraisal Report (EAR) through Resolution 2011-04 (Attachments - Staff Recommendations Approval)

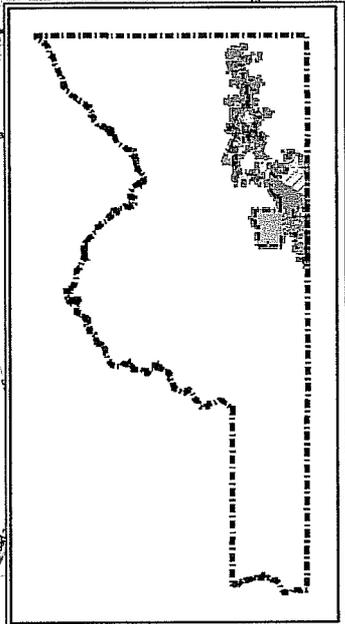
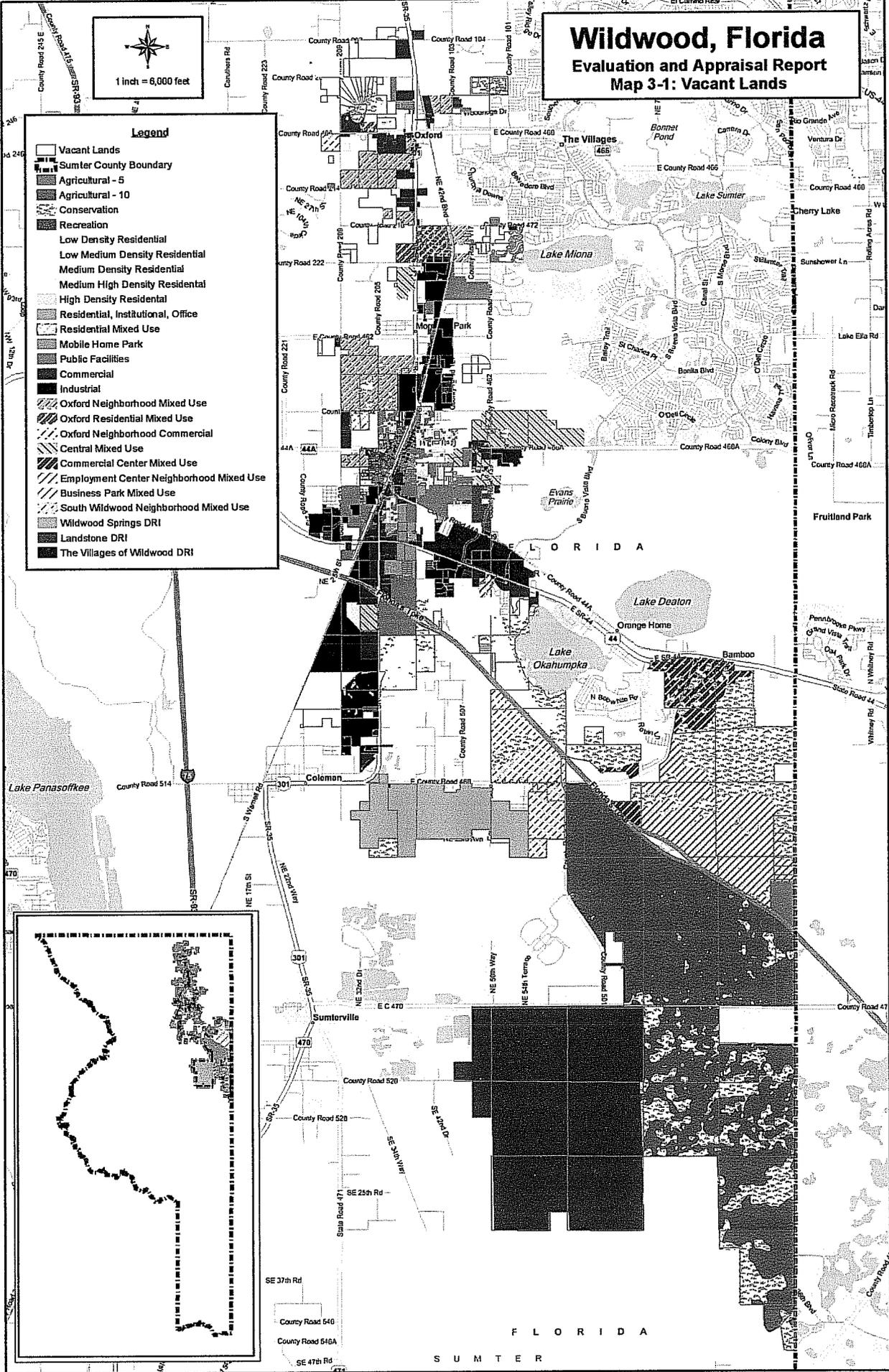
Wildwood, Florida

Evaluation and Appraisal Report

Map 3-1: Vacant Lands



- Legend**
- Vacant Lands
 - Sumter County Boundary
 - Agricultural - 5
 - Agricultural - 10
 - Conservation
 - Recreation
 - Low Density Residential
 - Low Medium Density Residential
 - Medium Density Residential
 - Medium High Density Residential
 - High Density Residential
 - Residential, Institutional, Office
 - Residential Mixed Use
 - Mobile Home Park
 - Public Facilities
 - Commercial
 - Industrial
 - Oxford Neighborhood Mixed Use
 - Oxford Residential Mixed Use
 - Oxford Neighborhood Commercial
 - Central Mixed Use
 - Commercial Center Mixed Use
 - Employment Center Neighborhood Mixed Use
 - Business Park Mixed Use
 - South Wildwood Neighborhood Mixed Use
 - Wildwood Springs DRI
 - Landstone DRI
 - The Villages of Wildwood DRI



1. (a) PUBLIC HEARINGS – Adoption of the Evaluation and Appraisal Report (EAR) through Resolution 2011-04 (Attachments - Staff Recommends Approval)

F L O R I D A
S U M T E R

Appendix

5-Year Schedule of Capital Improvements

City of Wildwood
5 - Year Schedule of Capital Improvements

Transportation						
City Projects						
City Revenue Source:	Phase	Fiscal Year				
		2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
General/Special/Debt						
New Debt Borrowing/Bonds						
Developer Contributions						
Grants			\$43,304			
All Other Revenues						
Revenues Total:		\$0	\$43,304	\$0	\$0	\$0
Expenditures/ Projects:						
CR 232 Resurfacing from CR 209 to West of US 301			\$43,304			
Expenditures Total		\$0	\$43,304	\$0	\$0	\$0
ANNUAL BALANCE		\$0	\$0	\$0	\$0	\$0
Sumter County Projects						
County Funded Projects:	Phase	Fiscal Year				
		2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
CR 468 widen to 4 lanes from SR 44 to FTP	PE		\$507,000			
	ROW	\$2,006,000				
CR 468 PD&E Study from US 301 to FTP	PD&E	\$150,000				
CR 466A widen from Powell Road to US 301 (Phase III)	PE	\$500,000				
	ROW					\$2,068,438
CR 466 PD&E Study add lanes from CR 245 to US 301	PD&E	\$80,000				
CR 462 PD&E Study from US 301 to CR 466A	PD&E	\$80,000				
CR 468/FTP Interchange	CON	\$2,000,000		\$2,500,000	\$10,200,000	
Total		\$4,816,000	\$507,000	\$2,500,000	\$10,200,000	\$2,068,438
FDOT Projects						
FDOT Funded Projects:	Phase	Fiscal Year				
		2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
US 301 widen to 4 lanes from N of CR 232 to N of NE 110th Rd.	PD	\$5,000				
	ROW	\$9,570,400				
	CON	\$16,449,559		\$123,424		
US 301 widen to 4 lanes from N of CR 204 to Marion Co. line	ROW	\$3,463,025				
	CON	\$9,729,520				
	AD	\$1,838,631	\$1,371,870	\$1,371,870	\$1,371,870	\$1,371,870
US 301 - CSX Improvement (Overpass)	CON	\$525,917				
SR 44 - CSX Improvement (Overpass)	CON	\$2,714,870				
CR 466 Resurfacing from CR 475 to CR 466	CON					\$1,612,903
Total		\$44,296,922	\$1,371,870	\$1,495,294	\$1,371,870	\$2,984,773
Potable Water						
City Projects						
City Revenue Source:	Phase	Fiscal Year				
		2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
General/Special/Debt						
New Debt Borrowing/Bonds						
TIE and Connection Fees			\$456,340		\$2,287,000	
Developer Contributions						
Grants						
All Other Revenues						
Revenues Total:		\$0	\$456,340	\$0	\$2,287,000	\$0
Expenditures/ Projects:						
Water line extension Prison WTP to CR 470			\$243,340			
Champagne Farms Water Treatment Plant and Transmission System	DES		\$213,000			
	CON				\$2,287,000	
Expenditures Total		\$0	\$456,340	\$0	\$2,287,000	\$0
ANNUAL BALANCE		\$0	\$0	\$0	\$0	\$0

City of Wildwood
5 - Year Schedule of Capital Improvements

Sanitary Sewer and Reuse Projects						
City Projects						
City Revenue Source:	Phase	Fiscal Year				
		2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
General/Special/Debt						
New Debt Borrowing/Bonds						
TIE and Connection Fees			\$928,800		\$500,000	
Developer Contributions						
Grants						
All Other Revenues						
Revenues Total:		\$0	\$928,800	\$0	\$500,000	\$0
Expenditures/ Projects:						
Sewer line extension from Coleman Federal Prison to CR 501/ CR 470			\$294,000			
Sewer line extension from CR 458 LS to S. Main St.			\$634,800			
South Wildwood Wastewater Treatment Plant	DES				\$500,000	
Expenditures Total		\$0	\$928,800	\$0	\$500,000	\$0
ANNUAL BALANCE		\$0	\$0	\$0	\$0	\$0
Drainage (Stormwater) Projects						
City Projects						
City Revenue Source:	Phase	Fiscal Year				
		2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
General/Special/Debt						
New Debt Borrowing/Bonds						
Developer Contributions						
Grants			\$658,859			
All Other Revenues						
Revenues Total:		\$0	\$658,859	\$0	\$0	\$0
Expenditures/ Projects:						
Osceola Ave Drainage Improvement			\$408,859			
CR 232 Drainage Improvements			\$250,000			
Expenditures Total		\$0	\$658,859	\$0	\$0	\$0
ANNUAL BALANCE		\$0	\$0	\$0	\$0	\$0
Recreation Projects						
City Projects						
City Revenue Source:	Phase	Fiscal Year				
		2010/2011	2011/2012	2012/2013	2013/2014	2014/2015
General/Special/Debt						
New Debt Borrowing/Bonds						
Developer Contributions						
Grants						
All Other Revenues						
Revenues Total:		\$0	\$0	\$0	\$0	\$0
Expenditures/ Projects:						
Expenditures Total		\$0	\$0	\$0	\$0	\$0
ANNUAL BALANCE		\$0	\$0	\$0	\$0	\$0

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATION:

- **(First):** Presentation by Deanna Cox, HRO - Health Care Benefit Package (Attachments)
- **(Second):** Presentation by Robert Smith, City Manager - Health Care Benefits Comparison & Cost Presentation (Attachments)
- Proclamation declaring Arbor Day as May 7, 2011 (Attachment)

(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:

CITY MANAGER (2.a.) (f.):

1. FYI –Quarterly Report from Jason Hargrove, P&R Coordinator (Attachments)

Public Risk Management (PRM) Group Health Trust

Ross Furry
Executive Director

Public Risk Management of Florida
3434 Hancock Bridge Parkway
Suite 203
Fort Myers, FL 33903
(239) 656-4666
(800) 367-1705

Richard G. Schell
Area Vice President

Gallagher Benefit Services, Inc.
2255 Glades Road
Suite 400E
Boca Raton, FL 33431
(561) 995-6706
(800) 676-4004



Gallagher Benefit Services, Inc.
a Subsidiary of Arthur J. Gallagher & Co.

What is PRM?

- ❑ State Statute 112.08 allows for Governmental Entities to collectively purchase healthcare
- ❑ A public sector consortium of 40 cities and counties in Florida
- ❑ A fully funded self-insured health trust operating since 1988 with over \$12 million in reserves and surplus



Advantages of PRM

Flexibility

- Self Governed – Each Member Has an Equal Vote
- Plan Designs
- Pricing/Costs
- Spreading of Risk

Positive Effects of Pooling and Self Insurance

- Easier Budget
- Establish a more stable Renewal Process
- Credit for Good Claims Experience
- Building of Reserves
- Only Pay Claims and Administrative Fees



Callagher Benefit Services, Inc.
a Subsidiary of Arthur J. Callagher & Co.

Advantages of PRM (continued)

☐ Proven Track Record

- Operating successfully since 1988
- Consistent Growth – 40 Members Currently
- Reserves and Surplus in Excess of \$12 Million

☐ Three Levels of Customer Service

- Blue Cross and Blue Shield
- PRM
- Gallagher Benefit Services



Gallagher Benefit Services, Inc.
a Subsidiary of Arthur J. Gallagher & Co.

Blue Cross and Blue Shield



BlueCross BlueShield
of Florida
An Equal Opportunity Licensee of the
Florida Department of Banking and Finance
Member of the Blue Cross and Blue Shield of Florida

- Largest Statewide Network of Physicians & Hospitals
- Deepest Provider Discounts
- Nationwide Acceptance
- Currently Offer a choice of 7 PPOs and 2 HMOs
- BlueComplements
- Blue365
- EAP – Employee Assistance Program - MHNet
- C.O.B.R.A. Administration



Callaghan Benefit Services, Inc.
a Subsidiary of Arthur J. Callaghan & Co.

Blue Cross and Blue Shield



BlueCross BlueShield
of Florida
An Independent Licensee of the
Department of Financial Services
Serving Health Plans and Businesses of Florida.

- **What does PPO Mean?**
PPO stands for Preferred Provider Organization. This type of insurance will normally require you to visit doctors within a certain network in order to receive insurance coverage.
This type of plan normally will have a deductible and may include a co-payment for doctor visits.



Blue Cross and Blue Shield



Blue Cross BlueShield
of Florida
An Equal Opportunity Employer
Blue Cross of Florida
Blue Shield of Florida

- **What does HMO Mean?**
HMO stands for Health Maintenance Organization. While this type of insurance is generally much more affordable, there are more restrictions than a PPO plan. The network of available health care providers may be smaller and you will need to select a Primary Physician. However, there are usually no deductibles and co-payments for HMO plans are normally lower than PPO co-payments.



Blue Cross and Blue Shield



Blue Cross BlueShield
Of Florida
An Equal Opportunity Employer
An Equal Opportunity Employer of the
Blind, Deaf, and Disabled of Florida.

BlueComplements (Discounts and More for Plan Members)

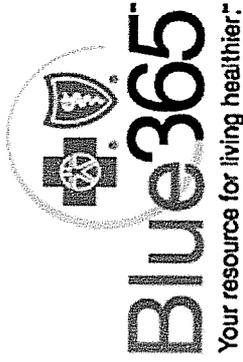
- > **Alternative Medicine Program**
- > **Vision Care Discount Program**
- > **Laser Vision Correction (LASIK) Program**
- > **Contact Lens Mail Order Service Program**
- > **Hearing Care and Hearing Aids**
- > **Fitness Club Membership Discounts**
- > **Bicycle Helmets**
- > **Weight Management Program**



Blue Cross and Blue Shield



BlueCross BlueShield
of Florida
An Independent Member of the
Blue Cross and Blue Shield Association
Serving Members and Businesses of Florida.



Living well means having healthy options every day. Blue365 helps you find the health and wellness information, support and services you need 365 days a year - while at the same time enjoying special member savings.

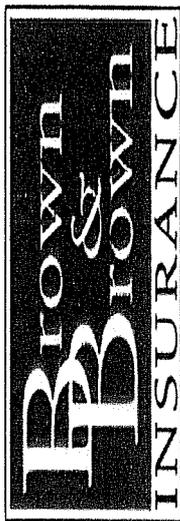
As a member of Blue Cross and Blue Shield of Florida, you automatically have access to the content, tools and discounted offers available through Blue365.



Comparison Plan 3359



BlueCross BlueShield of Florida
An Equal Opportunity Employer
An Equal Opportunity Employer
An Equal Opportunity Employer



Carrier Plan
BCBS 3359

IN NETWORK BENEFITS
Deductible - Individual / Family \$1000 / \$3000
Coinsurance 80%
Prescription Drugs - Retail \$10 / \$50 / \$80 + \$300 CYD

Office Visits
Primary Care Physician \$25 Co-pay
Specialist CYD THEN 20%
Wellness/Prevention - Maximum Per Year NO MAXIMUM

Hospital & Outpatient Facility
Inpatient Hospitalization \$750 / \$1000
Outpatient Surgical Care \$150 / \$250
Emergency Room Visit \$200 Co-pay
Urgent Care Center CYD THEN 20%

Diagnostics
Laboratory Services PAID AT 100%
Basic - X-Rays, Simple Diagnostic \$50 Co-pay
Out of Pocket Max \$3000 / \$6000
Individual / Family

OUT OF NETWORK BENEFITS
MONTHLY PREMIUMS
Proposed Rates
Employee Only \$ 613.49
Employee + Spouse \$ 1,269.92
Employee + Child(ren) \$ 1,153.36
Family \$ 1,947.83



Gallagher Benefit Services, Inc.

Carrier Plan
BCBS 3359

IN NETWORK BENEFITS
Deductible - Individual / Family \$1000 / \$3000
Coinsurance 80%
Prescription Drugs - Retail \$10 / \$25 / \$60

Office Visits
Primary Care Physician \$20 Co-pay
Specialist CYD THEN 20%
Wellness/Prevention - Maximum Per Year NO MAXIMUM

Hospital & Outpatient Facility
Inpatient Hospitalization \$750 / \$1000
Outpatient Surgical Care \$150 / \$250
Emergency Room Visit \$100 Co-pay
Urgent Care Center \$35 Co-pay

Diagnostics
Laboratory Services PAID AT 100%
Basic - X-Rays, Simple Diagnostic \$50 Co-pay
Out of Pocket Max \$3000 / \$6000
Individual / Family

OUT OF NETWORK BENEFITS
MONTHLY PREMIUMS
Proposed Rates
Employee Only \$ 495.57
Employee + Spouse \$ 1,044.22
Employee + Child(ren) \$ 945.64
Family \$ 1,610.02

2. REPORTS & PUBLIC INPUT - SPECIAL PRESENTATIONS - Health Care Benefit Package Presentation

PRM/Gallagher Benefit Services

THE PRM Health Trust TEAM is dedicated to providing High-level services & plan administration support.....

- Specialize in All Areas of Employee Benefits
- Assist in Plan Design Development, Status Reports
- Assist with Compliance Issues Including Legal
- Actuarial Support
- Quarterly Newsletter Targeted to Employees
- Workshops
- Billing and Administration
- Annual Educational Conference



Gallagher Benefit Services, Inc.
a Subsidiary of Arthur J. Gallagher & Co.

9 YEAR RENEWAL HISTORY

<u>PLAN YEAR</u>	<u>Overall Net</u>	<u>Estimated</u>
	<u>Pool Increase</u>	<u>Carrier Trend</u>
2002 – 2003	14.5%	18.0%
2003 – 2004	14.0%	17.7%
2004 – 2005	4.4%	16.2%
2005 – 2006	7.2%	15.0%
2006 – 2007	11.6%	14.4%
2007 – 2008	0.0%	13.2%
2008 – 2009	5.0%	12.6%
2009 – 2010	3.3%	10.5%
2010 – 2011	11.2%	12.5%

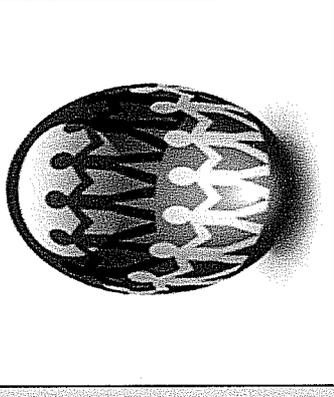




- ❑ Web-based, customized Employer Benefits Portal
- ❑ Reporting Capabilities
- ❑ Enrollment Options available for employees
- ❑ Full Eligibility Management Services
- ❑ Open Enrollment Management
- ❑ Year-round payroll deduction reporting
- ❑ Carrier file processing
- ❑ Consolidated billing for PRM coverages
- ❑ Employee Call Center optional



Businessolver (continued)



What to expect with Businessolver

- Security
- Implementation Support
- Dedicated Account Management
- Responsiveness/Timeliness
- Accuracy/Quality
- Friendliness/Positive Attitudes/Passion

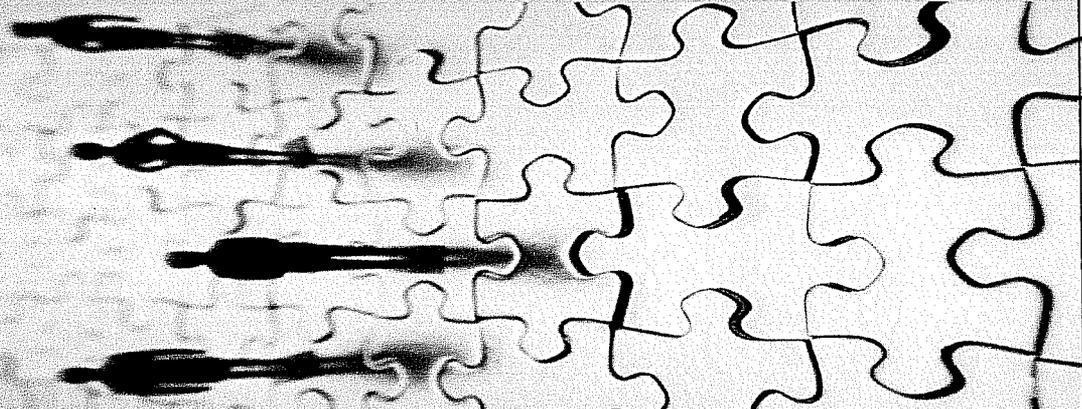


Gallagher Benefit Services, Inc.
a Subsidiary of Arthur J. Gallagher & Co.

Current PRM Members

City of Moore Haven
PRM Administrative Office
Desoto County BOCC
Glades County BOCC
Hendry County BOCC
Hendry County Sheriff's Dept.
Town of Longboat Key
Okeechobee County BOCC
City of Temple Terrace
City of Eustis
Hamilton County BOCC
City of Crystal River
Levy County BOCC
Holmes County BOCC

Hardee County BOCC
City of Treasure Island
Town of Lady Lake
City of Punta Gorda
Sarasota-Manatee Airport
City of Zephyrhills
Taylor County BOCC
City of Labelle
City of Bartow
City of Indian Rocks Beach
Town of Kenneth City
Port LaBelle Community Dev. Dist.
South Florida Conservancy District
Okeechobee Utility Authority



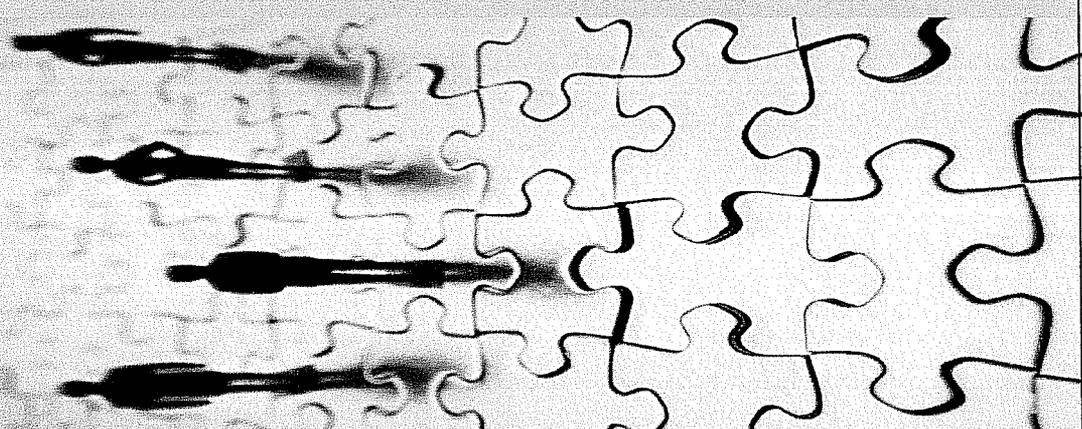
Gallagher Benefit Services, Inc.
a Subsidiary of Allstate Financial Group

Current PRM Members (cont'd)

City of Wauchula
City of Inverness
Town of Belleair
City of Okeechobee
City of Marianna
City of Gulf Port
City of Belle Glade
City of Perry
City of Madeira Beach
City of Fort Meade
City of Fort Walton Beach
City of Umatilla
City of Fort Pierce

PROSPECTIVE MEMBERS

Citrus County
City of Largo
City of Naples
City of Clewiston
City of Avon Park
City of Arcadia
City of New Port Richey
City of Fort Myers
City of Wildwood



Callaghan Benefit Services, Inc.
a subsidiary of Arthur J. Callaghan & Co.



2. REPORTS & PUBLIC INPUT - SPECIAL PRESENTATIONS - Health Care Benefit Package Presentation



Callaghan Benefit Services, Inc.
a subsidiary of Arthur J. Callaghan & Co.

Questions

MEDICAL

BROWN & BROWN CURRENT BLUE OPTIONS 3900 PLAN	EE	ES	EC	EF
	FY 2010-'11	FY 2010-'11	FY 2010-'11	FY 2010-'11
Mthly Prem. Paid by City	\$ 435.57	\$ 901.63	\$ 818.87	\$ 1,382.93
Add DEPENDENT(S)	\$	\$ 466.06	\$ 383.30	\$ 947.36
PER PAY	\$0.00	\$ 215.10	\$176.91	\$ 437.24

BROWN & BROWN CURRENT BLUE OPTIONS 5773 PLAN	EE	ES	EC	EF
	FY 2010-'11	FY 2010-'11	FY 2010-'11	FY 2010-'11
Mthly Prem. Paid by City	\$ 541.68	\$ 1,121.27	\$ 1,018.35	\$ 1,719.35
Add DEPENDENT(S)	\$ 106.11	\$ 579.59	\$ 476.67	\$ 1,177.67
PER PAY	\$48.97	\$316.47	\$268.97	\$592.51

Pat Bryan - LB Bryan stated that they are working on a RATE HOLD but final numbers won't be in for another couple of weeks

RELIANCE STANDARD CURRENT DENTAL /VISION	EE	ES	EC	EF
	FY 2010-'11	FY 2010-'11	FY 2010-'11	FY 2010-'11
Mthly Prem. Paid by City	\$ 35.72	\$ 77.76	\$ 99.68	\$ 141.72
Add DEPENDENT(S)	\$	\$ 42.04	\$ 63.96	\$ 106.00
PER PAY	\$0.00	\$ 19.40	\$29.52	\$ 48.92

Pat Bryan - LB Bryan stated rates are good until 10/01/2012

RELIANCE STANDARD CURRENT BASIC LIFE (\$25,000)	Current Mthly Premium Basic Life
\$0.2200 per \$1000	
Current # of Employees = 85	\$ 467.50

Dental / Vision

BROWN & BROWN (minimum 16% increase) BLUE OPTIONS 3900 PLAN	EE	ES	EC	EF
	FY 2011-'12	FY 2011-'12	FY 2011-'12	FY 2011-'12
Mthly Prem. Paid by City	\$ 505.26	\$ 1,045.89	\$ 949.89	\$ 1,604.20
Add DEPENDENT(S)	\$	\$ 540.63	\$ 444.63	\$ 1,098.94
PER PAY	\$0.00	\$249.52	\$205.21	\$ 507.20

These figures will INCREASE substantially if we change Plan Design

To Add:
EAP
Employee Assistance Program
3 Sessions \$2,500 Annually
6 Sessions \$3,500 Annually

RELIANCE STANDARD BREAKDOWN DENTAL /VISION	EE Dental	EE Vision	ES Dental	ES Vision	EC Dental	EC Vision	EF Dental	EF Vision
		FY 2010-'11						
	FY 2011-'12							
	\$ 26.20	\$ 9.52	\$ 56.12	\$ 21.64	\$ 82.08	\$ 17.60	\$ 112.00	\$ 29.72
	35.72		77.76		99.68		141.72	

Basic Life / AD&D

RELIANCE STANDARD CURRENT AD&D	Current Mthly Premium AD&D
\$0.0300 per \$1000	
Current # of Employees = 85	\$ 63.75

RELIANCE STANDARD CURRENT Add'l Life Insurance per \$10,000

Under 30	\$.83
30-34	.79
35-39	1.23
40-44	1.85
45-49	3.10
50-54	5.05
55-59	8.61
60-64	10.66
65-69	16.10
70 & Over	31.30

MEDICAL

PRM POOL Gallagher Benefits HMO PLAN 042	EE	ES	EC	EF
	FY 2011-12	FY 2011-12	FY 2011-12	FY 2011-12
Mthly Prem. Paid by City	\$ 548.02	\$ 1,163.80	\$ 1,053.15	\$ 1,798.83
Add DEPENDENT(S)		\$ 615.78	\$ 505.13	\$ 1,250.81
PER PAY	\$ 62.91	\$ 347.12	\$ 296.05	\$ 640.21

PRM POOL Gallagher Benefits Blue Options PLAN 03559 CITY PAID	EE	ES	EC	EF
	FY 2011-12	FY 2011-12	FY 2011-12	FY 2011-12
Mthly Prem. Paid by City	\$ 485.11	\$ 1,020.37	\$ 924.19	\$ 1,572.36
Add DEPENDENT(S)		\$ 535.26	\$ 439.08	\$ 1,087.25
PER PAY	\$0.00	\$247.04	\$202.65	\$ 501.81

Any Plan Design we choose includes EAP
(Employee Assistance Program)

PRM POOL Gallagher Benefits Blue Choice PLAN 0727	EE	ES	EC	EF
	FY 2011-12	FY 2011-12	FY 2011-12	FY 2011-12
Mthly Prem. Paid by City	\$ 530.20	\$ 1,123.16	\$ 1,016.61	\$ 1,734.66
Add DEPENDENT(S)		\$ 592.96	\$ 486.41	\$ 1,204.46
PER PAY	\$ 45.09	\$318.76	\$269.59	\$600.99

DENTAL

PRM POOL Gallagher Benefits BCBS Dental PPO Plan 1	EE	ES	EC	EF
	FY 2011-12	FY 2011-12	FY 2011-12	FY 2011-12
Mthly Prem. Paid by City	\$ 29.78	\$ 67.91	\$ 61.06	\$ 107.22
Add DEPENDENT(S)		\$ 38.13	\$ 31.28	\$ 77.44
PER PAY	\$ 4.68	\$ 22.28	\$ 19.12	\$ 40.42

PRM POOL Gallagher Benefits BCBS Dental PPO Plan 2 CITY PAID	EE	ES	EC	EF
	FY 2011-12	FY 2011-12	FY 2011-12	FY 2011-12
Mthly Prem. Paid by City	\$ 26.10	\$ 57.23	\$ 51.45	\$ 90.36
Add DEPENDENT(S)		\$ 32.13	\$ 26.35	\$ 65.26
PER PAY	\$0.00	\$ 14.83	\$ 12.16	\$ 30.12

DENTAL

VISION

PRM POOL Gallagher Benefits VSP Vision OPTIONAL	EE	ES	EC	EF
	FY 2011-12	FY 2011-12	FY 2011-12	FY 2011-12
Mthly Prem. Paid by City	\$ 3.53	\$ 9.71	\$ 9.09	\$ 15.83
Add DEPENDENT(S)		\$ 6.18	\$ 5.56	\$ 12.30
PER PAY	\$0.00	\$2.85	\$2.57	\$ 5.68

Basic Life / AD&D

PRM POOL Gallagher Benefits Lincoln	Mthly Premium Basic Life
\$0.2600 per \$1000	\$ 552.50
Current # of Employees = 85	

PRM POOL Gallagher Benefits Lincoln	Mthly Premium AD&D
\$0.0300 per \$1000	\$ 63.75
Current # of Employees = 85	

PRM POOL Gallagher Benefits Add'l Life Insurance per \$1,000	Under 30	\$.08
	30-34	.11
	35-39	.15
	40-44	.18
	45-49	.29
	50-54	.48
	55-59	.84
	60-64	1.11
	65-69	2.00
	70-74	3.30
	75-79	12.88

CITY OF WILDWOOD

EFFECTIVE DATE 10-01-2010

FISCAL YEAR
2010-2011

IN-NETWORK BENEFITS		Carrier Plan	Current BROWN & BROWN Plans	BCBS Lower Cost	BCBS Predictable Cost	BCBS Blue Options	BCBS Blue Choice PPO	BCBS HMO
			3900	5773	03659	0727	042	
			In Network	In Network	In Network	In Network	In Network	In Network
BENEFITS								
Deductible - Individual / Family			\$1,500 PER PERSON	\$2,500 / \$7,500	\$750 / \$2,250	\$500 / \$1,500	NO DEDUCTIBLE	N/A
Coinsurance			50%	20%	20%	\$5 / \$35	\$10 / \$25 / \$60	
Prescription Drugs - Retail			\$10 GENERIC ONLY	\$10/\$50/\$80 + \$300 CYD	\$10 / \$25 / \$60	Generic & Preferred		
OFFICE VISITS								
Primary Care Physician			\$35 CO-Pay	\$35 CO-Pay	\$20 CO-Pay	\$15 CO-Pay	\$15 CO-Pay	\$35 CO-Pay
Specialist			\$50 CO-Pay	\$85 CO-Pay	\$35 CO-Pay	\$15 CO-Pay	\$35 CO-Pay	NO MAXIMUM
Adult Wellness			NO MAXIMUM	NO MAXIMUM	NO MAXIMUM	NO MAXIMUM	NO MAXIMUM	NO MAXIMUM
Well Child			\$35 / \$50 + 50% COINS	\$35 / \$85	\$0 / \$0	\$0 / \$0	\$0 / \$0	
Hospital & Outpatient Facility								
Inpatient Hospitalization			\$1,500 / \$2,500 CO-Pay	\$300 + DED + 20% COINS	\$750 CO-Pay / \$1,250 CO-Pay	DED + 20% COINS	DED + 20% COINS	\$150 CO-Pay per day up to \$750 MAX
Outpatient Hospitalization			\$300 / \$400 CO-Pays	DED + 20% COINS	\$150 CO-Pay / \$250 CO-Pay	DED + 20% COINS	DED + 20% COINS	\$200 CO-Pay
Emergency Room Visit			CYD THEN 50%	\$350 CO-Pay	\$100 CO-Pay + 20% COINS	DED + 20% COINS	DED + 20% COINS	\$50 CO-Pay
Urgent Care Center			CYD THEN 50%	CYD + COINS	\$35 CO-Pay	\$15 CO-Pay	\$35 CO-Pay	\$35 CO-Pay
Diagnostics								
Independent Clinical Labs			CYD	\$0	\$0	20% COINS - NO DED	\$0	\$0
Independent Diagnostic Testing Facility			CYD + 50% COINS	\$100 CO-Pay	\$100 CO-Pay	\$15 CO-Pay	\$0	\$0
Out of Pocket Max								
Individual / Family			\$10,000 / \$10,000	\$6,500 / \$13,000	\$3,000 / \$9,000	\$1,500 / \$4,500	\$1,500 / \$3,000	
MONTHLY PREMIUMS								
				Current Rates	Proposed Rates	Proposed Rates	Proposed Rates	
Employee Only			\$ 435.57	\$ 541.68	\$ 485.11	\$ 530.20	\$ 548.02	
Employee + Spouse			\$ 901.63	\$1,121.27	\$1,020.37	\$1,123.16	\$1,163.80	
Employee + Child(ren)			\$ 818.87	\$1,018.35	\$ 924.19	\$1,016.61	\$1,053.15	
Family			\$1,382.93	\$1,719.35	\$1,572.36	\$1,734.66	\$1,798.83	

This comparison analysis is intended only to highlight certain benefits.

Deductible, CO-Pays & COINS all go towards **Out of Pkt. MAX** and once that figure is met everything is paid @ 100% excluding RX's

COINSURANCE only goes towards **Out of Pkt. MAX** and once that figure is met...still will need to pay CO-Pays & RX's

ALL CO-Pays including RX's go towards **Out of Pkt. MAX** and once that figure is met everything is paid @ 100%

Benefits Comparison & Cost



Current Budget Impact

□ FY 10-11 Gen Fund Budget:	\$292,746.82
□ FY 10-11 Enterprise Fund:	\$141,145.74
□ Total	\$433,892.56

Current Plan BCBS 3900

CYD (per person/family)	\$1,500/ \$1,400
PCP	\$35 Copay
Specialist	\$50 Copay
Out of Pocket Max	\$10,000/\$20,000
RX	\$10/ Generic Only

Current Plan

3900 Blue Option	EE	ES	EC	EF
10-11	\$435.57	\$901.63	\$818.87	\$1,382.93
11-12	\$505.26	\$1,045.89	\$949.89	\$1,604.20
Difference (%)	16% Min	16% Min	16% Min	16% Min
Difference (\$)	\$69.69	\$144.26	\$131.02	\$221.27
Annual Diff	\$836.28	\$1,731.12	\$1,572.24	\$2,655.24
General Fund Impact	\$46,839	Enterprise Fund Impact	\$22,583	\$69,422

Current Buy Up Plan

BCBS 5773

CYD (per person/family)	\$2,500/ \$7,500
PCP	\$35 Copay
Specialist	\$85 Copay
Out of Pocket Max	\$6,500/\$13,000
RX	\$10/50/80 +\$300 CYD

Current Buy Up Plan 5773

5773 Blue Option	EE	ES	EC	EF
10-11	\$541.68	\$1,121.27	\$1,018.35	\$1,719.35
11-12	\$628.35	\$1,300.67	\$1,181.29	\$1,994.45
Difference (%)	16% Min	16% Min	16% Min	16% Min
Difference (\$)	\$86.67	\$179.40	\$162.94	\$275.10
Annual Diff	\$1,040.04	\$2,152.80	\$1,955.28	\$3,301.20
General Fund Impact	Increase per 3900	Enterprise Fund Impact	Increase per 3900	

City's Current Plan

- To keep the current plan, Brown & Brown have quoted us a minimum increase of 16%
- Budget impact: \$69,422

PRM Plan 03559

CYD (per person/family)	\$750/ \$2,250
PCP	\$20 Copay
Specialist	\$35 Copay
Out of Pocket Max	\$3,000/\$9,000
RX	\$10/25/60

Current Plan

	EE	ES	EC	EF
Current 3900	\$435.57	\$901.63	\$818.87	\$1,382.93
11-12 3559	\$485.11	\$1,020.37	\$924.19	\$1,572.36
Difference (%)	12%	13%	12%	13%
Difference (\$)	\$49.54	\$118.74	\$105.32	\$189.43
Annual Diff	\$594.48	\$1,424.88	\$1,263.84	\$2,273.16
General Fund Impact	\$35,129.62	Enterprise Fund Impact	\$16,937.49	\$52,067.11

B&B vs PRM

- B&B: 16% increase min: \$69,422
- PRM: 12% Better Plan: \$52,067.11

PRM Plan 0727

CYD (per person/family)	\$500/ \$1,500
PCP	\$15 Copay
Specialist	\$15 Copay
Out of Pocket Max	\$1,500/\$4,500
RX	\$5/\$35

Buy Up Plan

0727

ES	EC	EF
\$1,300.67	\$1,181.29	\$1,994.45
\$1,123.16	\$1,016.61	\$1,734.66
-16%	-16%	-15%
-\$177.51	-\$164.68	-\$259.79
-\$2,130.12	-\$1,976.16	-\$3,117.48
\$22.68	-\$20.88	\$183.72

PRM Plan 042

CYD (per person/family)	\$0
PCP	\$15 Copay
Specialist	\$35 Copay
Out of Pocket Max	\$1,500/\$3,000
RX	\$10/\$25/\$60

PRM Buy Up Plan

0727

	EE	ES	EC	EF
Current 5773	\$628.35	\$1,300.67	\$1,181.29	\$1,994.45
PRM 042	\$548.02	\$1,163.80	\$1,053.15	\$1,798.83
Difference (%)	-14%	-12%	-12%	-11%
Difference (\$)	-\$80.33	-\$136.87	-\$128.14	-\$195.62
Annual Diff	-\$963.96	-\$1,642.44	-\$1,537.68	-\$2,347.44
Difference Now	\$76.08	\$510.36	\$420	\$953.76

Board Direction

- Remain with B&B
- Begin Negotiations with PRM (Staff Rec)

P R O C L A M A T I O N

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

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

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

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

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

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

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

WHEREAS, The City of Wildwood has been recognized as a Tree City USA for the "21st Year" by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, I, Ed Wolf, Mayor of the City of Wildwood, do hereby proclaim Saturday, May 7th, 2011 as

A R B O R D A Y

In The City of Wildwood, and I urge all citizens to support efforts to care for our trees and woodlands and to support the City's community forestry program, and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the wellbeing of present and future generations.

Proclaimed this 9th day of May 2011.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

(H)



PARKS & RECREATION DEPARTMENT

QUARTERLY REPORT

❖ Parks & Recreation Board

- Parks & Recreation Board is meeting the 1st Tuesday of each month. We had one member resign his post as his schedule was not working with meetings.

❖ Recreation

- Easter Egg-Stravaganza was on April 23rd. The event drew 400 kids.
- 2011 Adult Flag Football season was a success. The league had 4 teams. Team by the name of the Hutto Express winning the Championship. They received a team trophy and individual trophies as well.
- 2011 Youth Basketball Season was a GREAT success. All players were able to receive a trophy (1st place or Participation). We had a total number of 65 participants.
- Summer Recreation registration has started. Through 1 week we have 2 children registered. 1 participant for 5 weeks and 1 participant for 1 week.
- We have added clay to the MLK Softball field and in the process of adding clay to the walking trail. The poles that were lying in the open field at MLK Park have been removed.
- I will be in the process of organizing an Adult Basketball League (upon approval of using the basketball gym at the Adult Professional Center), a Youth Co-Ed Kickball League, and an Adult Co-Ed Kickball League.
- One Softball Field at Millennium Park has 2 new dugouts.

- Signs have been put up at Millennium Park and at the Community Center prohibiting Golfing on City Property. We had complaints about coming close to cars parked at center and running over left behind golf balls by mowers

❖ Parks

- Annuals have been ordered.
- Signs will be put at parks in the city stating Park Hours and Rules
- Teeter Totter has been removed from Oxford Park

❖ Programs

- Recreational classes at the Wildwood Community Center are still going. Zumba is steady, the painting and glass engraving classes are coming around as the classes were hit hard by some going back up north.

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

1. Minutes of Regular Meeting held on April 25, 2011 (Attachments – Staff recommends approval)

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

1. None

c. RESOLUTIONS FOR APPROVAL:

1. None

d. APPOINTMENTS

1. Appointment of individual to the Fire and Emergency Medical Services Advisory Board (Attachments – Board Option)

e. CONTRACTS AND AGREEMENTS

1. CDBG Project Contract Agreement (Dave Grimm, PP and/or Attorney Blair) (Attachments – Staff Recommends Approval)
2. Transmission Infrastructure Extension (TIE) Fee Update Work Order Authorization for Barnes, Ferland & Associates to complete the work outlined in the Scope of Services dated May 2, 2011 (Attachments – Staff Recommends Approval)
3. Request for approval to authorize Carr, Riggs & Ingram, CPAs and Advisors to perform a separate closeout audit on the WW769070-Wildwood Treatment Facilities project loan agreement as required by FDEP for the loan period from June 15, 2007 through January 29, 2010 (Attachments – Staff Recommends Approval)

f. FINANCIAL

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Review/approval of low quote from LPI for the construction and installation of handicap ramps on Gamble Street (Attachment – Staff Recommends Approval)

g. GENERAL ITEMS FOR CONSIDERATION

1. Request for decision/clarification regarding businesses such as the Internet Cafes/Sweepstakes (Attachments – Staff Requests Direction from Commission)

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
APRIL 25, 2011 – 7:00 P.M.
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session, April 25, 2011 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark and Strickland. Also present were: City Manager Smith, City Clerk Jacobs, City Attorney Blair, Assistant City Clerk Roberts, Police Lieutenant Olbek, Senior Planner Grimm and AVT Law. Commissioner Allen out.

The meeting was called to order by Mayor Wolf with Commissioner Bivins giving the invocation and the audience joining in the Pledge of Allegiance to the American Flag.

1. TIMED ITEMS AND PUBLIC HEARINGS

- a. Public Hearing 2nd final reading Ordinance No. O2011-03, an ordinance with supporting data) for a small scale land use amendment (industrial to commercial) for Stewood, LLC (Attachments – Staff Recommends Approval)

Mayor Wolf read Ordinance No. O2011-03 by title only and administered the oath to SP Grimm. SP Grimm noted this is the second final reading of a small scale land use amendment for Stewood, LLC. Mayor Wolf opened the floor for Public Hearing. No comments were received.

Motion by Commissioner Bivins, second by Commissioner Clark that Ordinance No. O2011-03: An Ordinance Of The City Of Wildwood Florida; Proposing A Small Scale Land Use Amendment To The Adopted Local Comprehensive Plan And Future Land Use Map In Accordance With The Growth Management Act Of 1985, As Amended; Providing For Codification; Providing For Conflict; And Providing For An Effective Date: is adopted on second final reading. Motion carried. Yea – Clark, Bivins, Wolf.

Commissioner Strickland entered the meeting after the vote.

2. REPORTS AND PUBLIC INPUT:

SPECIAL PRESENTATIONS:

Update by Richard Busche of Kimley-Horn & Associates on the CR466A project (Attachments)

- 1) Power point presentation by Richard Busche along with an aerial graphic board of the roadway. Currently in design phase to be completed by December 2011. Not currently funded for right-of-way acquisition or construction. Sumter County is working through their funding plan to prioritize this project. Design about 40% complete. Held community workshop in March to receive questions and comments from residents. BOCC will discuss at meeting in May, after this meeting with the City for questions and comments. When design is completed, permits will be applied for and obtained. Noted adjacent roadway improvements. Currently the roadway is two lanes. Proposed is three lane from 301 to Pleasantdale and four lane from Pleasantdale to Powell Road. Will have bike lanes as well as wider sidewalks. Trees have been surveyed and assessed

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and will work to preserve as many healthy trees as possible. Some right-of-way will be needed and have a right-of-way agent, Ed Barfield. Have talked with almost everyone along the corridor, some through their attorneys. There will be a left turn lane and a right turn lane from 466 onto 301. Mayor Wolf noted that the City Commission will be pushing to have power lines underground along the 466 so there are no poles. Mr. Busche indicated he would note that and they are near a point of asking Progress Energy what changes they would like to make to their systems in the corridor. County has agreement for City to provide water for the median landscape.

2) Presentation by Verrando Engineering Co., Inc., of the HVAC Physical Assessment Survey and Building Envelope Study (Attachments)

Matt Verrando introduced associate Jordan Wood. Mr. Verrando provided power point of HVAC physical assessment and building envelope study. Reviewed plan drawings, physical building, and all equipment of HVAC system.

Mr. Verrando indicated that their recommendations are in descending order of priority. Recommendations include: correct gap at wall/roof connection – first floor; perform building pressurization testing; if determined to be necessary in 2 above – replace roof; install fan speed controls on all fan coil units; relocate air handlers AAH7, AH8, AH9 out of ceiling; relocate air handlers AH1, AH2, AH4 & AH5 out of ceiling; install outside air handler for second floor AHUs; replace electric heaters in air handlers AH3, AH10 & AH12; improve installation of air handler AH6; improve installation of air handler AH11; improve control system with additional data points; add zone temperature control – AH7 & AH8; add CO2 control of ventilation in council chambers; replace chilled water piping insulation; repair roof insulation on first & second floor. The estimated cost of completing all the recommendations is \$804,680, with the estimated cost of all with exception of new roof is \$444,180.

Noted diagram of way to correct the gap at wall/roof connection, but also noted there are other possibly less expensive ways to make correction. One would be to use foam, but would not recommend foam use as the foam attaches to the roof panels and would be destroyed if in the future the panels had to be removed for any reason. Recommended change control system to variable supply flow by installing variable frequency drives on each air handler and at this time that is the only modification that can correct the situation. System needs additional data points. Outside air intakes should have controls so that dampers can be shut when the building is not in use. There is no unoccupied mode of operation, therefore they run 24 hours a day. There is no pre-conditioning of the outside air. 10 of the 12 electric heaters in the system are improperly sized. Locations of air handlers in the ceiling are such that proper maintenance can't be performed and the drip pans are too small and some damaged. Air handlers 7, 8 and 9 are over records rooms and it is critical to move them out of the ceiling and into a room. Air handlers 1, 2, 4 and 5 could be moved into rooms out of ceiling. Their cost estimate includes new equipment instead of using the equipment of 7, 8, 9 1, 2, 4, and 5 because it will probably be more cost efficient than re-converting the equipment from horizontal to vertical configuration, replacing the heaters, drain pans, installing the variable speed drives and other modifications. Noted the control points would probably more costly if some of the other work is not done. Some paint and sealant on the chiller equipment

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would help equipment to last longer. If roof has to be replaced, the estimate includes roof deck and vapor barrier, not metal to metal as it currently is.

CM Smith – next step is to work with engineers to work out – where do we start and how to fund it.

Mayor Wolf commented that we would outgrow the building some day and probably the thing to do is to do away with the roof that comes up from the center section and come up on the outside walls and make it more of a conventional building, if it could be done. Concerned that the City could be throwing away \$400,000 now if it is decided to remodel in five or six years. Mr. Verrando – some of the work the City could procrastinate that long, but again it needs to be prioritized. The most critical two modifications that need to be made immediately (1) plug the wall and (2) control the air handlers differently.

a. City Manager

Noted the Easter Eggstravaganza and thanks to everyone who participated and employees who helped.

- 1) FYI – Annual update from e5Solutions (Attachments) At end of contract as of September 30. County Administrator requested direction from the BOCC in regard to renegotiating the current contract and whether they will also do the marketing or if there will be two firms involved. One to do the marketing and the other to take the information from the marketing group and proceed to work with the new client.
- 2) FYI – Draft Reapportionment of County Commissioner Districts (Attachments)
- 3) FYI – Copy of letter and attachments to FDOT regarding the Pedestrian Lighting Signal at Rutland Street

Noted success of Teen Court.

Noted City Manager will be making a presentation for e5 at their annual summit. Noted certified letter and is a zoning/code issue, which the City is trying to resolve with the developer and will go before P&Z the first meeting in May. Believes the letter was sent out prematurely.

- 4) FYI – Update on projects with City’s engineer – KHA (Attachments)
- 5) FYI – Quarterly Report from Chief Reeser, WPD (Attachments)
- 6) FYI – Quarterly Report from Ron Allen, WDD (Attachments)
- 7) FYI – Letter from DCA regarding the EAR (Evaluation & Appraisal Report) (Attachment)

b. City Attorney - None

c. City Clerk - None

d. Commission Members - None

e. Public Forum (10 minute time limit) - None

f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

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Motion by Commissioner Strickland, second by Commissioner Bivins to approve the minutes of Regular Meeting held on April 11, 2011 and the Special Called Workshop held on April 18, 2011. Motion carried by unanimous vote.

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) Review/approval of the Municipal Election Agreement for services with county supervisor and COW (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Strickland to approve the Municipal Election Agreement for services. Motion carried by unanimous vote.

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.

g. GENERAL ITEMS FOR CONSIDERATION

1) Norval Scott - WW Community Development Center, Inc., request approval of First Annual "Unity" Block Party (Attachments – Board Option)

Motion by Commissioner Bivins, second by Commissioner Strickland to approve request for First Annual "Unity" Block Party. Motion carried by unanimous vote.

2) Review of the "Draft" contract from FDOC for the (second) outside "work crew"; and, request approval to have FDOC submit an original Contract for renewal based on the information provided in this draft (Attachments – Staff Recommends Approval)

Motion by Commissioner Strickland, second by Commissioner Bivins to approve the Draft contract for the FDOC outside work crew and request FDOC to submit original for execution. Motion carried by unanimous vote.

3) Approval requested for the Mayor to sign the Application for Revenue Sharing 2011-2012 State Fiscal Year (Attachment – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Bivins to approve execution of the Application for Revenue Sharing 2011-2012 State Fiscal Year. Motion carried by unanimous vote.

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April 25, 2011

4) Review of Logos presented by the Selection Committee for the City of Wildwood's new "City LOGO" (Attachment – Board Option)

CM Smith – there were 66 submittals. 62 complied with the rules. The committee, which included himself, Doris King and Craig McDade narrowed down to five. Staff recommends submittal ranked as number one be awarded the prize. Tonight review is to award one of the submittals the \$500 cash prize.

Mayor Wolf – suggested they be provided for the public to see and comment on.

Mayor Wolf – the prize will be awarded to the one that the selection committee ranked as number one, is that correct? CM Smith – if the Commission consents yes the number one ranked logo would win the cash prize, it is not actually implementing it as the City's logo that would have to be done through either Resolution or Ordinance and then incorporate on vehicles and such. Mayor Wolf – then we still have the option to look at these and even change it, but it was selected as number one and should be awarded the prize.

Motion by Commissioner Clark, second by Commissioner Bivins that the \$500 cash prize for the logo contest be awarded to Diane Batchelder. Motion carried by unanimous vote.

CM Smith – does the Commission want to see all 62 or try to make a determination through a workshop to decide what to do. Intent is to change the logo and incorporate something new. There is a workshop in mid May. Could look at it then and Commission could direct which design they like and how would the Commission like to see some changes made and then talk to that person to see if the changes could be incorporated. Mayor Wolf – could still cut off the committee ranking and show to others.

4. ADJOURN:

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

From: Arnold, Bradley [mailto:Bradley.Arnold@sumtercountyfl.gov]
Sent: Wednesday, April 27, 2011 11:11 AM
To: rsmith-wildwood@cfl.rr.com; vruano@cityofbushnellfl.com
Cc: @County Commissioners
Subject: Fire and Emergency Medical Services Advisory Board

3. <u>NEW BUSINESS – ACTION REQUIRED</u>
d. Appointments
(1) Appointment of individual to the Fire and Emergency Medical Services Advisory Board

Robert & Vince,

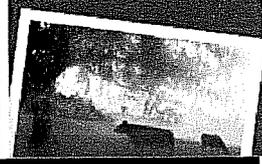
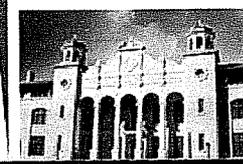
The BOCC approved the new ordinance that requires residency within your respective jurisdictions of any interested party to serve on this board. Please encourage residents that you believe would be interested and valuable to serve as part of our accountability process for both the County Fire and Rural/Metro Ambulance services. Our application can be found on our website.

Bradley

******* Important Notice *******

The Board of Sumter County Commissioners is a public agency subject to Chapter 119 of Florida Statutes concerning public records.

Sumter County



SUMTER COUNTY

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Fire and Emergency Medical Services Advisory Board

Overview -

The Sumter County Fire and Emergency Medical Services Advisory Board's purpose is to provide input and recommendations for the public interest to the Chief, County Administrator, and the Board of County Commissioners of Sumter County concerning issues related to fire suppression, fire prevention, extrication, rescue, basic and advanced life support, and basic and advanced life support transport services in the geographical limits of Sumter County. Membership on the Advisory Board shall be comprised of seven (7) voting members who are residents of specific jurisdictional areas and two (2) at-large alternate members who can vote in the absence of a voting member, and one (1) ex-officio member that is the Chief. Absence is defined by a voting member not being present for the roll call to determine a quorum before any action is taken by the Advisory Board. The designated voting member and at-large alternate members shall be appointed by the County and shall serve in three-year alternating terms.

Members:

Vacant	City of Bushnell Resident	3-Year Term	1/1/2011 - 12/31/2013
Diane Lamb	City of Center Hill Resident	3-Year Term	1/1/2011 - 12/31/2013
Milton Hill	City of Coleman Resident	2-Year Term	1/1/2011 - 12/31/2012
Stephen Croft	City of Webster Resident	2-Year Term	1/1/2011 - 12/31/2012
Vacant	City of Wildwood Resident	3-Year Term	1/1/2011 - 12/31/2013
Vacant	Exception Area Resident	2-Year Term	1/1/2011 - 12/31/2012
Gene Elliott	Unincorporated Area Resident	1-Year Term	1/1/2011 - 12/31/2011
Levi Solomon	At-Large Alternate Member	3-Year Term	1/1/2011 - 12/31/2013
Vacant	At-Large Alternate Member	3-Year Term	1/1/2011 - 12/31/2013

[Affordable Housing Advisory Committee](#)

[Citizens Advisory Task Force](#)

[Construction Industry Licensing Board](#)

[Enterprise Zone Development Agency Committee](#)

[Fire and Emergency Med Services Adv Bd](#)

[Fire Prevention Code - Board of Appeals](#)

[Industrial Development Authority](#)

[Lake-Sumter EMS](#)

[Lake-Sumter MPO](#)

[Library Advisory Board](#)

[Public Safety Coordinating Council](#)

[Sumter County Tourist Development Council](#)

[Transportation Disadvantaged Coordinating](#)

[WellFlorida Council](#)

[Zoning and Adjustment Board](#)

3. NEW BUSINESS - ACTION REQUIRED
d. Appointments
1. Appointment of individual to the Fire and Emergency Medical Services Advisory Board

SUMTER COUNTY BOARDS AND COMMITTEES APPLICATION

NAME OF THE BOARD/COMMITTEE: _____

3. NEW BUSINESS - ACTION REQUIRED
d. Appointments
(1) Appointment of individual to the Fire and Emergency Medical Services Advisory Board

Please return to:
County Administration
The Villages Sumter County Service Center
7375 Powell Road
Wildwood, FL 34785
Tel: 352 689 4400 - Fax: 352 6800 4401

or

Email completed application to Jane Strone:
jane.strone@sumtercountyfl.gov

NAME:		
FIRST	MIDDLE	LAST
ADDRESS		
CITY:	STATE	ZIP CODE:
E-MAIL ADDRESS	TELEPHONE HOME:	OFFICE:
OCCUPATION:	PLACE OF EMPLOYMENT:	
EDUCATION:		
PROFESSIONAL ORGANIZATIONS:		
Are you a resident of Sumter County? <input type="checkbox"/> YES <input type="checkbox"/> NO - If yes, how long? If not, what county?		

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS COMMITTEE/BOARD

REFERENCES

Please list three references with telephone numbers:
1. _____
2. _____
3. _____

Some of the Boards and Committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be will to file the required financial state? YES NO

Appointees will be required to attend meetings in accordance with the adopted policies of the County.

Do you affirm that your personal and business affairs (if applicable) within Sumter County are in substantial compliance with all county regulatory and taxing authorities rules and regulations? YES NO

DATE

SIGNATURE

From: Jerri Blair [mailto:jblair710@aol.com]

Sent: Wednesday, April 27, 2011 10:47 AM

To: Robert Smith; 'Dave Grimm'

Subject: Re: The City's new CDBG grant is attached

Importance: High

3. NEW BUSINESS-ACTION REQUIRED e. 1 Contracts and Agreements - Review/approval of the CDBG Project Contract Agreement with the Florida Department of Community Affairs

Dear Robert,

I have reviewed the Form SC-32- Instructions for completing CDBG Subgrant Agreement and Attachments, HUD Form 2880; Attachment I- Acticity Work Plan 9-8-2010, Attachment L - Signature Authorization Form4-15-2011, Form SC-30-CDBG Program Information Sheet, Form SC-31-Civil Rights Profile Sheet, and other documents related to the CDBG Grant and have the following comments:

1. Please note that the City must comply with, among other things, the Florida Small and Minority Business Act, Sections 288.702-288.714, Florida Statutes. If a minority or small business is awarded a contract or subcontract, there are guidelines about payment which must be followed.
2. Please note that the work to be performed must be performed within 24 months of the date of the last signature to the agreement and extensions would not be granted unless there was substantial justification.
3. Please note that the City will be required to maintain records related to the work performed for a period of six years from the date an audit is performed. This includes all records of subcontractors and consultants related to the project. The City is required to have a program specific audit conducted for the records. The audit must be provided to the Department of Community Affairs no later than nine months from the end of the fiscal year in which funds were used for this project.
4. The City is also required to provide the Department of Community Affairs with quarterly reports and a close out report demonstrating the current status and progress of the City and all subcontractors in completing the scheduled work. The would be due no later than fifteen days after the date of each quarter of the program year which would be March 31, June 30, September 30 and December 31. The close out report is due 45 days after termination of the agreement or completion of the activities addressed in the agreement.
5. The City is required to monitor performance under the agreement.
6. A failure to comply with the terms of the agreement may result in a suspension of payment and a requirement that the City refund to the Department any funds that have been used for improper purposes.
7. Any subcontracts must be forwarded to the Department for approval. The subcontract must contain a requirement that the subcontractor is bound by the terms of the agreement with the DCA, the subcontractor is bound by all applicable state and federal laws and regulations, and the subcontractor shall hold the Department and the City harmless against all claims of whatever nature arising out of the subcontractor's performance of work under the agreement to the extent allowed and required by law. The City must also provide the Department with information concerning whether subcontractor is a minority vendor under Section 288.703, which includes vendors with less than 200 employees domiciled in Florida and at least 51% owned by a minority. A minority includes the following people: hispanic, african american, asian american, native american and women.
8. We should also be careful to require that subcontractors agree that they are not knowingly employing unauthorized alien workers.

Respectfully yours,

Jerri A. Blair

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

Contract Number: 11DB-C5-05-70-02-N12

CFDA Number: 14.228

Rule Chapter: 9B-43, Florida Administrative Code

Effective: June 6, 2010

FFY 2010 FEDERALLY-FUNDED SUBGRANT AGREEMENT

Neighborhood Revitalization

THIS AGREEMENT is entered into by the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and City of Wildwood (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A, the Activity Work Plan, Attachment I of this Agreement and the Florida Small Cities Community Development Block Grant (CDBG) Application submitted by the Recipient on November 17, 2010, including future amendments to this Subgrant Agreement that are agreed upon by both parties.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for State and Local Governments," or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of six years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department. The six year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six year period expires, and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Department of Community Affairs
Florida Small Cities Community Development Block Grant Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Department of Community Affairs
Florida Small Cities Community Development Block Grant Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Department may, upon thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Susan Fleming, Financial Specialist
Florida Small Cities CDBG Program
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850/922-1893 – Fax: 850/922-5609
Email: Susan.Fleming@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Robert Smith, City Manager
City of Wildwood
100 North Main Street
Wildwood, Florida, 34785
Telephone: 352/330-1330 - Fax: 352/330-1338
Email: rsmith-wildwood@cfl.rr.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the Department for approval. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.
(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments (check all that are applicable):

- Exhibit 1 - Funding Sources
- Attachment A – Budget and Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Recordkeeping (N/A)
- Attachment D – Reports
- Attachment E – Justification of Advance (N/A)
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances (N/A)
- Attachment I – Activity Work Plan
- Attachment J – Program and Special Conditions
- Attachment K – Civil Rights Compliance Assurance
- Attachment L – Signature Authorization Form

(17) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed **\$700,000.00**, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement, and the Subgrant Application.

(c) All funds shall be requested in the manner prescribed by the Department. The authorized signatory for the Recipients set forth on the Signature Authorization Form, Attachment K to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the Subgrant Application as originally submitted that relate to preparation of the Subgrant Application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Fiscal Management
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Department (by e-mail or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
FEDERALLY FUNDED SUBGRANT AGREEMENT
SIGNATURE PAGE

Contract Number: 11DB-C5-05-70-02-N12

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

CITY OF WILDWOOD

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

Name: Ed Wolf

Name: Ken Reecy

Title: Mayor

Title: Director, Division of Housing
and Community Development

Federal Tax ID#: 59-6000450

DUNS#: 02-521-9627

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Separately list the following information for each federal program from which the resources awarded to the Recipient originate:

	Florida Small Cities Community Development Block Grant Program
Federal agency	U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance title:	Community Development Block Grants/State’s Program and Nonentitlement Grants
Catalog of Federal Domestic Assistance #:	14.228
Award amount:	\$700,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Separately list each applicable compliance requirement (eligible activities, service, or commodities; eligible recipients; etc.) and specify to which federal program each requirement applies:

Compliance Requirement	Program
<ol style="list-style-type: none"> 1. <i>The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement, the subgrant application incorporated herein by reference, and 24 C.F.R, Subpart I, Sections 570.480 – 570.497.</i> 2. <i>The Recipient shall be governed by 290.401-409, F.S., Rule 9 B-43, F.A.C. and Federal Laws, rules and regulations, including but not limited to those identified in Attachments B and J.</i> 	<p>Small Cities CDBG</p>

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: For federal programs included in Exhibit 1, Section .400(d) of OMB Circular A-133, as revised, and for state projects included in Exhibit 1, Section 215.97(5)(a), Florida Statute requires the information in Exhibit 1 to be provided to the Recipient.

**ATTACHMENT A
Scope of Work and Budget**

Recipient: WILDWOOD

Contract Number: 11DB-C5-05-70-02-N12

Activity		Accomplishments		Beneficiaries			Budget				
Activity Number	Description	Unit	Number	LMI	VLI	Total	CDBG Amount	Subtotal of Activity ¹	Other Funds ²	Source #	Program Income
21A	Administration						\$50,000.00				
03I	Flood & Drainage	LF	2,300	323	167	428	\$449,000.00				
03I	Engineering- Flood & Drainage						\$21,900.00				
	Subtotal for 03I							\$470,000.00			
03K	Street Improvements-Repaving	LF	5,100	147	38	235	\$126,000.00				
03K	Street Improvements--Paving	LF	1,530	206	129	206	\$45,000.00				
03K	Engineering-Street Paving/Repaving						\$8,100.00				
	Subtotal for 03K							\$179,000.00			
	Totals						\$700,000.00				

3. NEW BUSINESS-ACTION REQUIRED e. 1 Contracts and Agreements - Review/approval of the CDBG Project Contract Agreement with the Florida Department of Community Affairs

¹ For an activity number that has multiple functions (for example, 03J-Sewer Lines, 03J-Hookups and 03J-Water Lines, add a line 03J-Subtotal and then add up the amounts and show it in the subtotal column).
² Show the sources and amounts of "Other Funds" below.

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____
- 6. _____ \$ _____

ATTACHMENT B

State and Federal Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

State and Federal Statutes and Regulations

1. Community Development Block Grant, 24 CFR Part 570, Subpart I;
2. Florida Small and Minority Business Act, §288.702-288.714, F.S.;
3. Administrative Requirements for Grants, 24 CFR Part 85;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla. Admin. Code;
9. Department of Community Affairs Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. Environmental Review Procedures 24 CFR Part 58;
13. Environmental Criteria and Standards 24 CFR Part 51;
14. Floodplain/Wetland Management 24 CFR Part 55 and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
15. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this act;
16. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 CFR Part 800) and other provisions of law which further the purpose of this act;
17. Preservation of Archaeological and Historical Data Act of 1966;
18. Florida Coastal Zone Protection Act, §161.52-161.58, F.S.;
19. Reservoir Salvage Act;
20. Safe Drinking Water Act of 1974, as amended;
21. The Federal Water Pollution Control Act of 1972, as amended (33 USC, §1251 et.seq.);
22. Clean Water Act of 1977;
23. Davis – Bacon Act – sets requirement for paying prevailing wages on Federally funded projects;
24. Contract Work Hours and Safety Standards Act of 1962, 40 USC §327 et. seq.;
25. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 USC, §6901 et. seq.);
26. Architectural Barriers Act of 1968, 42 USC 4151;
27. Cost-Effective Energy Conservation Standards, 24 CFR Part 39;
28. Federal Fair Labor Standards Act, 29 USC, §201 et. seq.;
29. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 CFR Part 24;
30. Copeland Anti-Kickback Act of 1934;
31. Hatch Act of 1939, as amended;
32. Title IV Lead-Based Paint Poisoning Prevention Act (42 USC, §1251 et. seq.);
33. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
34. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 CFR Part 12.

ATTACHMENT C

Recordkeeping

N/A

ATTACHMENT D

Reports

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate "no activity".
2. A Quarterly Progress Report must be submitted to the Department fifteen (15) days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.
3. The Administrative Closeout Package must be submitted to the Department forty-five (45) days after the Agreement termination date.
4. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, a certification must be provided to the Department no later than nine (9) months from the end of the Recipient's fiscal year.
5. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
6. Request for Funds must be submitted as required by the Department of Community Affairs.

ATTACHMENT E

Justification of Advance Payment

N/A

ATTACHMENT F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason [See 24 CFR §85.36(d)(2)(ii)E].

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

ATTACHMENT G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Contractor's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

(Sub-Contractor's Name)

(Recipient's Name)

(Authorized Signature) Date: _____

(Print Name and Title)

(DCA Contract Number)

(Street Address)

(City, State, Zip)

**ATTACHMENT H
Statement of Assurances**

N/A

**ATTACHMENT I
Activity Work Plans**

**(Replace this page with your
Activity Work Plan.)**

ATTACHMENT J

Program, Category Specific, and Special Conditions

1. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Budget and Scope of Work) and Attachment I (Work Plans).
2. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Sub-grant Application submitted to the Department, unless pre-agreement costs were approved in writing by the Department.
3. For each procured and executed professional services contract for which CDBG funding will be requested, the Recipient shall submit a copy of the following procurement documents:
 - a. When publication of the RFP is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. List of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. Commission minutes approving contract award;
 - g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
 - h. Contract (signed or proposed);
 - i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
 - j. If a protest was filed, a copy of the protest and documentation of resolution;
 - k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.
 - l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information; and
 - m. If professional services procurement will not be undertaken, advise the Department in writing no later than 90 days from the effective date of this agreement.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed five thousand dollars (\$5,000), and for Economic Development Grants, not to exceed eight thousand dollars (\$8,000), but in any case, no later than ninety (90) days from the effective date of this Agreement, the Recipient shall complete the following:

- a. Submit and obtain the Department's approval of the documentation required in paragraph 3 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before the Department approves the procurement. If the Department does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 (\$8,000 for Economic Development).
 - b. Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions.
5. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 9B-430031(1), Florida Administrative Code.
 6. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.
 7. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
 8. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4).
 9. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
 10. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
 11. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the sub-grant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).
 12. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
 - a. The property may contain lead-based paint;

- b. The hazards of lead-based paint;
 - c. The symptoms and treatment of lead poisoning;
 - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
 - e. The need for and availability of blood lead-level screening for children under seven years of age; and
13. The Recipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to Section 102(b), Public Law 101-235, 42 U.S.C. Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
- a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
15. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).
17. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
18. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
19. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

For Neighborhood Revitalization Grants Only

1. If the Recipient is undertaking the installation of water lines with CDBG funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low and moderate income families in the service area are hooked up to the potable water system at no cost to low and moderate income households. These hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
2. Recipients are responsible for verifying and maintaining documentation verifying that households receiving direct benefit, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low-to-moderate income national objective. The homeowner files must be maintained locally and at a minimum contain the following:
 - a. The name of the owner, the address of the property, and family size;
 - b. The method and source documentation used to verify household income;
 - c. Documentation that the income of the household is below Section 8 income limits based on family size;
 - d. The method and source documentation used to verify of home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

3. The following data will be provided by housing unit in the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.) and must be summarized by activity.
 - a. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
 - b. Whether the household head is female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
 - c. The number of occupants in the household, categorized by gender; and
 - d. The racial demographics and ethnicity of the household by number (white, African American, American Indian or Alaskan Native, Native Hawaiian Pacific Islander, American Indian or Alaskan Native and white, Asian and white, African American and white, American Indian/Alaskan Native and African American, other multi-racial or Hispanic).

Special Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion. Within 180 days of the subgrant award, the Recipient shall complete the following activities:
 - a. Submit the environmental assessment for review and obtain the release of funds;
 - b. Request approval for all professional service contracts;
 - c. Submit an initial request for funds for administration, if applicable;
 - d. Request wage decision(s) for anticipated construction activities;
 - e. For Housing subgrants, beneficiaries shall be identified; and
 - f. For Commercial Revitalization subgrants, identify all facades to be renovated.

If the Recipient does not comply with all applicable criteria listed above, a justification for the delay and a plan for timely accomplishment must be submitted to the Department. The Department shall rescind any subgrant for which the Recipient has not completed activities a-f if it cannot provide adequate justification for the delay.

2. If necessary, The Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

ATTACHMENT K

Civil Rights Compliance Assurance

Fair Housing

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will "affirmatively further fair housing" in its community. A recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all federally protected classes [race, color, familial status, handicap, national origin, religion, and sex];
- 2) Publish quarterly a phone number that people can call to ask fair housing questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive fair housing calls;
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken, and
 - d) The end results of referrals to other agencies, when applicable;
- 5) Conduct at least one fair housing activity each quarter (See examples below.), and
- 6) Display a fair housing poster in the CDBG Office.

The fair housing contact person is expected to have received training so that they can handle fair housing phone inquiries or to refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- 1) Define where discriminatory practices are occurring,
- 2) Help the community measure the effectiveness of its outreach efforts, and
- 3) Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Presentations at schools, civic clubs, and neighborhood associations,
- Distributing fair housing materials at libraries, fairs, and businesses,
- Print a fair housing notice on utility bills mailed to residents, and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Recipients shall document the fair housing activities and include information about the activities in the comment section of their quarterly report.

Equal Employment Opportunity

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Laws of the United States. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and

- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken;

Each recipient shall maintain a list of certified minority- and women-owned businesses that operate in its region. The recipient shall use this list to solicit businesses to bid on CDBG-funded activities and shall provide a copy of the list to prime contractors to use when they hire subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used for this purpose at the following website: <https://vendorstrator.dms.myflorida.com/directory>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it provides access to all Federally funded activities to all individuals, regardless of handicap. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken.

The Section 504 prohibitions against discrimination (See 45 CFR Part 84.) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The recipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

Section 3 Clause.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Statutes

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR §570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR §570.490(b) – Recordkeeping Requirements;
6. 24 CFR §570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Non-discrimination; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that Wildwood shall comply with all of the provisions and Federal regulations listed in this attachment.

By: _____ Date: _____
(Authorized Signature)

Name: Ed Wolf

Title: Mayor

**ATTACHMENT L
Signature Authorization Form**

Submit an original Signature Authorization Form with each copy of the contract.

Recipient: City of Wildwood		Contract Number: 11DB-C5-05-70-02-N12		Funding Source: <input checked="" type="checkbox"/> Small Cities CDBG <input type="checkbox"/> Disaster Recovery <input type="checkbox"/> NSP	
Mailing Address (Street or P.O. Box): 100 North Main Street,				Local Government DUNS #: 02-521-9627	
City, State, and Zip Code: Wildwood, FL 34785					
Project Contact Person: Robert Smth, City Manager		Telephone Number: (352) 330-1330 Ext: 110		E-mail Address: rsmith-wildwood@cfl.rr.com	
Financial Contact Person: Joseph Jacobs, City Clerk		Telephone Number: (352) 330-1330 Ext:		E-mail Address: jjacobs-wildwood@cfl.rr.com	
Requests for Funds (RFFs) require (check one): <input checked="" type="checkbox"/> one signature <input type="checkbox"/> two signatures of individuals authorized below. <u>RFFs must be submitted via the Department's website at http://ecdbg.dca.state.fl.us/ (or by an alternative means specified by the Department).</u>					
Name Typed: Robert Smth, City Manager		Date: _____		Signature _____	
<input checked="" type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address: rsmith-wildwood@cfl.rr.com			
Name Typed: Joseph Jacobs, City Clerk		Date: _____		Signature _____	
<input checked="" type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address: jjacobs-wildwood@cfl.rr.com			
Name Typed:		Date: _____		Signature _____	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address:			
Name Typed:		Date: _____		Signature _____	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address:			
I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically.					
Typed Name: Ed Wolf		Date: _____		Signature _____	
<input checked="" type="checkbox"/> Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input type="checkbox"/> Check here if your local government will be working on a reimbursement basis. <input type="checkbox"/> If this signature authority form pertains to a <u>housing</u> grant, check here if your local government will use an escrow account for housing activities.					
CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. Please call the CDBG Program at 850/922-1878 or 487-3644 if you have questions. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/ .					
Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.					
Name of Financial Institution:				Account Number:	
Address:				Telephone Number: () -	
City, State and Zip Code:					

3. NEW BUSINESS-ACTION REQUIRED e. 1 Contracts and Agreements - Review/Approval of the CDBG Project Contract Agreement with the Florida Department of Community Affairs

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 10/31/2012)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code):

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

(352) 330-1330

2. Social Security Number or Employer ID Number:

596-00-0450

3. HUD Program Name

CDBG Small Cities Program

4. Amount of HUD Assistance Requested/Received

\$700,000.00

5. State the name and location (street address, City and State) of the project or activity:

Wildwood, Florida (Osceola Street area and Pitt/Stone Street area)

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

Yes No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9

Yes No.

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
City of Wildwood	Cash	\$50,000.00	ROW Acquisition

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Andy Easton & Associates	342-06-2470	Grant Administration	\$25,000

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:

Date: (mm/dd/yyyy)

X

Ed Wolf, Mayor

3. NEW BUSINESS - ACTION REQUIRED a. 1. Contracts and Agreements - Review/Approval of the CDBG Project Contract Agreement with the Florida Department of Community Affairs

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is optional. The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. **NOTE:** In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I contains information to help the applicant determine whether the remainder of the form must be completed. Recipients filing Update Reports should not complete this Part.

If the answer to either questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
 2. State the type of other government assistance (e.g., loan, grant, loan insurance).
 3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
 4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.
- B. Non-Government Assistance.** Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD and any other source - that have been or are to be, made available for the project or activity. Non-government sources of

Part I. Threshold Determinations - Applicants Only

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

Recipient: City of Wildwood **Date Prepared: April 25, 2011**

Contract Number: 11DB-C5-05-70-02-N12 **Project Budget: \$700,000**

Date Start (month & year)	Date End (month/year)	Describe Proposed Action to be completed by "Date End."	# of Units to be Completed by "Date End"	Proposed \$\$ Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
5/11	6/11	Submit procurement documentation for approval.	NA	NA	\$10,000
7/11	9/11	Submit Request for Release of Funds and Environmental Conditions and submit engineering costs for approval	NA	NA	\$5,000
10/11	12/11	Final Review of Completed plans and specifications	NA	\$8,000	\$5,000
1/12	2/12	Project Bidding and Award	NA	\$4,000	\$5,000
3/12	5/12	Execute Contract/Pre-Construction Meeting	NA	\$2,000	\$1,000
6/12	2/13	Project Inspection and construction contract management	NA	\$16,000	\$1,000
		Total Engineering Fee		\$30,000	
		Flood and Drainage Improvements			
6/12	8/12	25% complete – Construct drainage improvements	750 LF	\$150,000	\$5,000
9/12	11/12	50% complete - Construct drainage improvements	1,200 LF	\$150,000	\$1000
12/12	2/13	100% complete - Construct drainage improvements	2,300 LF	\$149,000	\$1000
		Total Flood and Drainage Construction Cost		\$449,000	
		Street Paving			
6/12	8/12	25% complete – Construct drainage improvements	350 LF	\$15,000	\$5,000
9/12	11/12	50% complete - Construct drainage improvements	750 LF	\$15,000	\$1000
12/12	2/13	100% complete - Construct drainage improvements	1,530LF	\$15,000	\$1000
		Total Street Paving Construction Cost		\$45,000	
		Street Repaving			
6/12	8/12	25% complete – Construct repaving improvements	1,500 LF	\$40,000	\$10,000
9/12	11/12	50% complete - Construct repaving improvements	2,500 LF	\$40,000	\$1000
12/12	2/13	100% complete - Construct repaving improvements	5,100 LF	\$46,000	\$1,000
		Total Street Repaving Construction Cost		\$126,000	
3/13	4/13	Project Closeout			\$1,000

Contract Number: 11DB-C5-05-70-02-N12

CFDA Number: 14.228

Contact Information

1. Contract Recipient

Chief Elected Official: Ed Wolf	
Title: Mayor	
Address: 100 North Main Street	
City, State, Zip Code: Wildwood, Florida 34785	
Telephone No: (352) 330-1330 Ext:	Fax Number: (352) 330-1338
E-Mail Address: rsmith-wildwood@cfl.rr.com	

2. Chief Financial Officer

Chief Financial Official: Joseph Jacobs	
Title: City Clerk	
Address: Wildwood, Florida 34785	
City, State, Zip Code: Wildwood, Florida 34785	
Telephone No: (352) 330-1330 Ext:	Fax Number: (352) 330-1338
E-Mail Address: jjacobs-wildwood@cfl.rr.com	

3. Project Contact

Project Contact: Robert Smith	
Title: City Manager	
Address: 100 N. Main Street	
City, State, Zip Code: Wildwood, FL 34785	
Telephone No: (352) 330-1330 Ext:	Fax Number: (352) 330-1338
E-Mail Address: rsmith-wildwood@cfl.rr.com	

3. NEW BUSINESS - ACTION REQUIRED e. 1. Contracts and Agreements - Review/Approval of the CDBG Project Contract Agreement with the Florida Department of Community Affairs

4. Civil Rights Contacts

Fair Housing Coordinator: Robert Smith Title: City Manager Telephone No: (352) 330-1330 Ext: E-Mail Address: rsmith-wildwood@cfl.rr.com
EEO Coordinator: Joseph Jacobs Title: City Clerk Telephone No: (352) 330-1330 Ext: E-Mail Address: jjacobs-wildwood@cfl.rr.com
Section 504/ADA Coordinator: Joseph Jacobs Title: City Clerk Telephone No: (352) 330-1330 Ext: E-Mail Address: jjacobs-wildwood@cfl.rr.com

5. Private Consultant (If Applicable)

Consultant Firm: Andy Easton & Associates Consultant Contact: Andy Easton Address: 203 Ridgeland Road City, State, Zip Code: Tallahassee, FL 323`12 Telephone No: (850) 445-7829 Ext: Fax Number: (850) 386-6404 E-Mail Address: andyeaston2@msn.com
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Administrative Data

1. Local Government FID Number: 02-521-9627
2. Local Government DUNS Number: 59-6000450
3. Districts: United States Congress 5
 Florida Senate 20 Florida House 42

3. NEW BUSINESS - ACTION REQUIRED e. 1. Contracts and Agreements - Review/Approval of the CDBG Project Contract Agreement with the Florida Department of Community Affairs

4. If the recipient is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

Recipient Name: NA

Street Address:

City, State, Zip:

- 5 Please provide a brief Project Description:

Drainage and repaving improvements to the Osceola Street area and the Pitt/Stone Street area in Wildwood, Florida.

Civil Rights Profile Sheet

9/8/2010

Recipient Name: City of Wildwood

Contract Number: 11DB-C5-05-70-02-N12

Date: April 26, 2011

Demographic Data

1. Total Number of Local Government Employees: 81 *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG funded activities: 4
3. Total Number of Local Government Minority Employees: 15 *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: 1
5. Local Government Population # 3924 *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: 1461 *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: 37.24% *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low and Moderate Income in the Local Government: 52.9% *(Counties – do not include populations of incorporated cities.)*

For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: 477
10. Percentage of Persons of Low and Moderate Income in the Service Area: 74%

To document civil rights compliance, this profile should be completed and returned to:

Small Cities CDBG Program
 Department of Community Affairs
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

3. NEW BUSINESS - ACTION REQUIRED e. 1. Contracts and Agreements - Review/Approval of the CDBG Project Contract Agreement with the Florida Department of Community Affairs

Civil Rights Profile Sheet

9/8/2010

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity**, except Administration and Engineering. Submit civil rights information with executed contract and update upon completion of grant.

1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

For Economic Development Grants Only (Should be provided at the time of grant completion.)

3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

For Housing Grants Only:

5. (Complete column 2 below at closeout using data provided by assisted households.)

Activity Name: Flood and Drainage

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries
White/non Hispanic	167	141			
Black/non Hispanic	248	210			
Hispanic	12	10			
Asian/Pacific Islander	1	0			
American Indian /Alaskan Native	1	0			
Female Head of Household	42	35			
Elderly Head of Household	31	26			
Handicapped	27	22			

3. NEW BUSINESS - ACTION REQUIRED e. 1. Contracts and Agreements - Review/Approval of the CDBG Project Contract Agreement with the Florida Department of Community Affairs

ACTIVITY NAME: Repaving

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries
White/non Hispanic	101	63			
Black/non Hispanic	61	38			
Hispanic	4	2			
Asian/Pacific Islander	0	0			
American Indian /Alaskan Native	0	0			
Female Head of Household	21	13			
Elderly Head of Household	15	9			
Handicapped	18	8			

ACTIVITY NAME: Paving

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries
White/non Hispanic	2	2			
Black/non Hispanic	238	202			
Hispanic	2	0			
Asian/Pacific Islander	0	0			
American Indian /Alaskan Native	0	0			
Female Head of Household	30	25			
Elderly Head of Household	33	28			
Handicapped	20	17			

CITY OF WILDWOOD

TRANSMISSION INFRASTRUCTURE EXTENSION (TIE) FEE UPDATE

SCOPE OF SERVICES

May 5, 2011

Project Background

In 2005, the City adopted a Transmission Infrastructure Extension (TIE) Fee Ordinance. The TIE fee is for the transmission related infrastructure (including piping, booster pump stations, lift-stations, etc.) that will be required in the future to provide service to the customers that do not have an existing transmission main next to their developments or in that service corridor. Since 2005, the City has made changes to the service area, land use and demand projections based on the changing growth patterns in the City’s service area. The City has also recently adopted a Comprehensive Plan that reflects these planning level changes. BFA recently prepared a “Water, Wastewater and Reclaimed Water Transmission System Update Report” based on the current projected growth within the City’s service area. This report was adopted by the City Council on April 10, 2011.

BFA has been requested by the City to update the City’s Transmission Infrastructure Extension (TIE) Fee for water, wastewater and reclaimed water systems based on the recently adopted “Water, Wastewater and Reclaimed Water Transmission System Update Report”.

Proposed Project Scope:

The scope consists of completing the following tasks:

Task 1: Transmission System 10 Year Capital Improvements Program

The purpose of this task is to develop a 10 Year Capital Improvements Program to address the potable water, wastewater and reclaimed water transmission improvements needed for future system growth. The 10 Year Transmission Capital Improvements Program will cover from 2012 to 2021 and be based on phasing of the improvements identified in the “Water, Wastewater and Reclaimed Water Transmission System Update”. Costs will be based on current budget level unit cost factors.

Task 2: Analysis for Updated TIE Fees

This analysis will include an evaluation of existing system capacity, which may be available to serve new growth, as well as the incremental increase in system capacity associated with new

facilities consistent with the City's current ordinances. Improvements completed since the 2005 will be incorporated into the analysis. Update distance factors as required. Perform analysis needed to provide update fees. Prepare recommendations for updates to the current ordinances and TIE Fees. Separate fees for the water, wastewater, and reclaimed water system will be developed based on the current ordinance.

Task 3: Report and Presentation

A report will be prepared for the City that will summarize BFA's recommendations and conclusions for each type of utility service, and will include the necessary analytical details necessary in support of such recommendations. BFA will prepare a presentation and attend City Council meetings to address any questions.

Schedule

BFA will initiate work on this study within 5 days of project authorization by the City of Wildwood. It is anticipated that this project shall be completed within 6 weeks of the start date.

Project Compensation

The estimated fee to conduct the connection fee study as described in the project scope, will be \$6,633, which includes all project related direct costs.

3. NEW BUSINESS-ACTION REQUIRED - e.
 Contracts and Agreements -
 (2) Transmission Infrastructure Extension (TIE)
 Fee Update Work Order Authorization for Barnes,
 Ferland & Associates to complete the work
 outlined in the Scope of Services dated May 2,
 2011

**Attachment A - Fee Schedule
 City of Wildwood
 Transmission System TIE Fee Update**

		Sr. Project Manager		Engineer III		Administrative Support		Totals	
		\$ 162.40 /Hr		\$ 83.17 /Hr		\$ 32.13 /Hr			
TASK		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
1.0	Transmission System 10 Year Capital Improvements								
	1.1 Data Collection			4	\$333			4	\$ 333
	1.2 Update Projected CIP based on Comp Plan	2	\$325	20	\$1,663			22	\$ 1,988
	<i>Subtotal</i>	2	\$325	24	\$1,996			26	\$ 2,321
2.0	Analysis for Updated TIE Fees								
	2.1 TIE Fee Evaluation	4	\$650	20	\$1,663	2	\$64	26	\$ 2,377
	<i>Subtotal</i>	4	\$650	20	\$1,663	2	\$64	26	\$ 2,377
3.0	Report and Presentation								
	3.1 Draft	2	\$325	8	\$665	2	\$64	12	\$ 1,054
	3.2 Final	4	\$650	2	\$166	2	\$64	8	\$ 880
	<i>Subtotal</i>	6	\$974	10	\$832	4	\$129	20	\$ 1,935
Project Total		12	\$1,949	54	\$4,491	6	\$193	72	\$ 6,633

3. NEW BUSINESS-ACTION REQUIRED - e.
Contracts and Agreements -
(2) Transmission Infrastructure Extension (TIE)
Fee Update Work Order Authorization for Barnes,
Ferland & Associates to complete the work
outlined in the Scope of Services dated May 2,
2011

**TRANSMISSION INFRASTRUCTURE EXTENSION (TIE) FEE UPDATE
WORK ORDER AUTHORIZATION
BFA # 09-03.6**

This Work Order Authorization is issued pursuant to the terms and conditions of the Agreement for Professional Services dated February 2, 2009 between the City of Wildwood and Barnes, Ferland and Associates, Inc.

Work Order Authorization: Engineering services for update of the Utilities System TIE Fees per proposal dated May 5, 2011.

AUTHORIZED FOR THE CITY

By: _____
Ed Wolf
Mayor

Date _____

ACCEPTED BY THE CONSULTANT

By: _____
Daniel L. Allen, P.E.
Sr. Vice President

Date _____



Florida Department of
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rec'd 3/3/11 gms
Rick Scott
Governor
Jennifer Carroll
Lt. Governor
Herschel T. Vinyard, Jr.
Secretary

February 28, 2011

Mr. Joseph Jacobs, City Clerk
City of Wildwood
100 North Main Street
Wildwood, Florida 34785

Re: WW769070 - Wildwood
Treatment Facilities

Dear Mr. Jacobs:

Chapter 403.1835, Florida Statutes, and your loan agreement require a separate closeout audit of this project, which is now due. This audit is in addition to any annual audit and must include the entire loan period. If the auditor questions any project costs or raises other concerns, please include your response. Enclosed is the financial statement for the entire loan. The mailing address is:

ATTN: Cindy Bonds
Bureau of Water Facilities Funding
Department of Environmental Protection
2600 Blair Stone Road, MS #3505
Tallahassee, Florida 32399-2400

If you have any questions, you may call me at 850-245-8365, fax 850 245-8411 or email lucinda.bonds@dep.state.fl.us.

Sincerely,

Lucinda "Cindy" Bonds
Operations Analyst II
Bureau of Water Facilities Funding

Enclosed

3. NEW BUSINESS-ACTION REQUIRED - e. Contracts and Agreements -
(3) Request for approval to authorize Carr, Riggs & Ingram, CPAs and Advisors to perform a separate closeout audit on the WW769070-Wildwood Treatment Facilities project loan agreement



April 21, 2011

To the City Commission
City of Wildwood, Florida

We are pleased to confirm our understanding of the services we are to provide for the City of Wildwood (the "City") for the period of activity related to the project constructed from the proceeds of the Florida Department of Environmental Protection's Loan Number WW 769070 (the "Project"). We will audit the Special Purpose Statement of Loan Revenues and Expenditures – Budget and Actual (the "Statement") for the period from June 15, 2007 (Date of Loan Inception) through January 29, 2010.

Audit Objectives

The objective of our audit is the expression of an opinion about whether the Statement is fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. The objective also includes reporting on internal controls relating to the Project, and compliance with laws, regulations, and the provisions of the contract loan agreement, whose noncompliance with could have a direct and material effect on the Project.

The report on internal control and compliance will include a statement that the report is intended solely for the information and use of the City's management, the City Commission, and the Florida Department of Environmental Regulation, and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, and will include tests of the accounting records of the program and other procedures we consider necessary to enable us to express an opinion and to render the required reports. If our opinion on the schedule is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for identifying loan and contractual requirements and understanding and complying with those requirements, and for preparation of the Statement, in accordance with U.S. generally accepted accounting principles, and all accompanying information as well as all representations contained

3. NEW BUSINESS-ACTION REQUIRED - a. Contracts and Agreements -
(3) Request for approval to authorize Carr, Riggs & Ingram, CPAs and Advisors to perform a separate closeout audit on the WW769070-Wildwood Treatment Facilities project loan agreement

therein. As part of the audit, we will assist with preparation of the Statement. You are responsible for making all management decisions and performing all management functions relating to the Statement and the related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the Statement, and that you have reviewed and approved the Statement and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that the Project is administered in accordance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the Statement, in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of the contract and loan agreements.

Management is also responsible for making all Project financial records and related information available to us, and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the Statement to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the Statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives

discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the Statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Statement. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for this project-specific audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. If necessary, we will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the Statement and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the Statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance that the Statement is free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations, and the provisions of the loan and grant agreements related to the Project. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Carr, Riggs and Ingram, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to granting agencies pursuant to authority given by law or regulation. If requested, access to such audit documentation will be provided

under the supervision of Carr, Riggs and Ingram personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the granting agencies who may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the granting agencies. If we are aware that any agency, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Alan Nast is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We estimate that our fees for these services will be \$3,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

3. NEW BUSINESS--ACTION REQUIRED -
e. Contracts and Agreements -
(3 Request for approval to authorize Carr, Riggs
& Ingram, CPAs and Advisors to perform a
separate closeout audit on the WW769070-
Wildwood Treatment Facilities project loan
agreement

RESPONSE:

This letter correctly sets forth the understanding of the City of Wildwood.

By: _____

Title: _____

Date: _____



3. NEW BUSINESS--ACTION REQUIRED -
e. Contracts and Agreements -
(3 Request for approval to authorize Carr, Riggs & Ingram, CPAs and Advisors to perform a separate closeout audit on the WW769070-Wildwood Treatment Facilities project loan agreement

October 26, 2007

To the Partners of
Carr, Riggs & Ingram, LLC
and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC, (the firm) applicable to non-SEC issuers in effect for the year ended June 30, 2007. The firm's accounting and auditing practice applicable to SEC issuers was not reviewed by us since the Public Company Accounting Oversight Board (PCAOB) is responsible for inspecting that portion of the firm's accounting and auditing practice in accordance with PCAOB requirements. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to the non-SEC issuers of Carr, Riggs & Ingram, LLC, in effect for the year ended June 30, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with applicable professional standards.

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LaPorte Sehrt Romig Hand

110 VETERANS MEMORIAL BOULEVARD, SUITE 200, METAIRIE, LA 70005-4958 • 504.835.5322 • FAX 504.835.5535
5100 VILLAGE WALK, SUITE 202, COVINGTON, LA 70433-4012 • 985.892.5850 • FAX 985.892.5956
5153 BLUEBONNET BOULEVARD, SUITE B, BATON ROUGE, LA 70809 • 225.296.5150 • FAX 225.296.5151
WWW.LAPORTE.COM

RSM McGladrey Network
An Independently Owned Member

BILLS FOR APPROVAL
City of Wildwood, Florida
May 9, 2011

3. NEW BUSINESS - ACTION REQUIRED f. (1) Bills for Approval
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CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	April 24, 2011 Pay Period - 5 Employees	\$	3,220.42
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CITY MANAGER-EXECUTIVE DEPARTMENT

2	Payroll	April 24, 2011 Pay Period - 3 Employees	\$	9,618.88
3	Ernie Morris Enterprises Inc	Office Supplies	\$	21.72
4	Federal Express	Postage	\$	22.26
5	IMS	Monthly Computer Maintenance Contract	\$	183.92

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

6	Payroll	April 24, 2011 Pay Period - 4 Employees	\$	10,343.45
7	Bright House	Internet Service	\$	31.03
8	Discount Janitorial	Paper Products, Cleaning Supplies	\$	50.00
9	EGP	Monthly Copier Maintenance Contract	\$	59.52
10	Ernie Morris Enterprises Inc	Office Supplies	\$	107.38
11	Federal Express	Postage	\$	20.17
12	Foster & Foster Inc	Actuarial Valuation Other Post Emp. Benefits	\$	2,500.00
13	IMS	Monthly Computer Maintenance Contract	\$	578.16
14	Oracle Elevator	Quarterly Maintenance Contract	\$	194.50
15	Progress Energy	Electric Service	\$	2,211.71
16	Respect of Florida	State Flags	\$	37.29
17	Wildwood Ace Hardware	Key,Rope, Trowel, Paint Tray, Wire Brush, Etc.	\$	65.79

DEVELOPMENT SERVICES

18	Payroll	April 24, 2011 Pay Period - 4 Employees	\$	8,916.58
19	Bank of America	UCF Institute of Government	\$	50.00
20	Bright House	Internet Service	\$	31.12
21	Ernie Morris Enterprises Inc	Office Supplies	\$	23.34
22	IMS	Monthly Computer Maintenance Contract	\$	339.55
23	The Daily Commercial	Ads	\$	355.94
24	Wildwood Ace Hardware	Key	\$	1.00

HUMAN RESOURCES

25	Payroll	April 24, 2011 Pay Period - 1 Employee	\$	2,046.14
26	Bright House	Internet Service	\$	7.78
27	Ernie Morris Enterprises Inc	Office Supplies	\$	2.30
28	Federal Express	Postage	\$	153.35

POLICE DEPARTMENT

29	Payroll	April 24, 2011 Pay Period - 29 Employees	\$	58,446.88
30	Bank of America	APCO International	\$	92.00
31	Discount Janitorial	Paper Products, Cleaning Supplies	\$	20.75
32	Ernie Morris Enterprises Inc	Office Supplies	\$	0.23
33	Progress Energy	Electric Service	\$	306.97
34	Wildwood Ace Hardware	Muriatic Acid, J-Bend,	\$	15.98
35	Wildwood Tire Company	Tires and Repairs	\$	1,009.62

STREET DEPARTMENT

36	Payroll	April 24, 2011 Pay Period - 10 Employees	\$	19,211.57
37	American In-Line Inspection, Inc.	Vaccon Unit and Camera Root Cut Storm Pipe	\$	1,600.00

38	Bank of America	Norton Annual Renewal	\$	44.99
39	Big Truck Parts Inc	Compressor	\$	928.94
40	B & M Equipment	Telescopic Boom Rental	\$	421.85
41	Bright House	Internet Service	\$	39.98
42	Cason and Gaskins TV Inc	In Line Phone Coupler, Coupler White	\$	18.46
43	Culligan	Cooler Rental and Bottled Water	\$	11.28
44	Ernie Morris Enterprises Inc	Office Supplies	\$	102.93
45	Glenn's Tree Service	Clearing Right of Way on Huey Street	\$	1,100.00
46	Harris Tree Service, Inc.	Removal of Oak Trees	\$	800.00
47	Hi Way Sign Company	Street Sign Double Faced, Stop Signs	\$	653.22
48	MMD Computer Center, Inc.	Monitor and Computer	\$	478.98
49	Orlando Freightliner, Inc	Air Dryer	\$	50.25
50	PowerPlan	Seal, Water Pump, Gasket	\$	274.48
51	Progress Energy	Electric Service	\$	349.06
52	Salescorp of Florida	Gatorade	\$	128.00
53	Unifirst	Uniforms	\$	411.20
54	Waste Management	Roll Off	\$	228.98
55	Wildwood Ace Hardware	Steel Rod, Wasp Spray, Cleaner, Fasteners	\$	52.14
56	Wildwood Computer	APC Battery Backup	\$	99.00
57	Wildwood Mower & Saw, Inc.	Oil, Clutch Drum, Hub Pulley, Ignition Module	\$	284.09
58	Wildwood Tire Company	Tires and Repairs	\$	1,589.90

FLEET MAINTENANCE

60	Payroll	April 24, 2011 Pay Period - 2 Employees	\$	4,147.98
61	Big Truck Parts Inc	Filters	\$	85.79
62	Bright House	Internet Service	\$	39.97
63	Culligan	Cooler Rental and Bottled Water	\$	11.27
64	Ernie Morris Enterprises Inc	Office Supplies	\$	60.50
65	Fastenal	Brakleen	\$	63.57
66	Progress Energy	Electric Service	\$	26.85
67	Ronald Tarbox	Cable	\$	62.39
68	Unifirst	Uniforms	\$	77.14
69	Wildwood Ace Hardware	Fasteners, Abrasive Disc	\$	14.35
70	Wildwood Mower & Saw, Inc.	Fuel System Kit, Air Filter, Fuel Filter, Primer Pump	\$	152.20
71	Wildwood Tire Company	Tires and Repairs	\$	551.80

COMMUNITY RE-DEVELOPMENT

72	Payroll	April 24, 2011 Pay Period - 1 Employee	\$	2,541.40
73	Bank of America	Sherwin Williams	\$	31.29
74	Bright House	Internet Service	\$	7.78
75	Ernie Morris Enterprises Inc	Office Supplies	\$	28.18
76	The Villages Technology Solutions	Installed Temp Monitor; Acer 22" Wide Monitor	\$	251.79

PARKS AND RECREATION

77	Payroll	April 24, 2011 Pay Period - 6 Employees	\$	7,821.55
78	Bank of America	Custom Kingdom	\$	25.50
79	Bright House	Internet Service	\$	15.56
80	Brown Distributors Landscape	Red Mulch	\$	240.00
81	Central Pump & Supply, Inc	Maxijet Black Pot Stake, Hunter Gear Drive Adj	\$	37.24
82	Culligan	Softener Rental - Lake Deaton	\$	32.95
83	Ernie Morris Enterprises Inc	Office Supplies	\$	65.43
84	Progress Energy	Electric Service	\$	840.11
85	Salescorp of Florida	Gatorade	\$	256.00
86	T & D Waste Services, Inc	Port O Let Rentals	\$	295.00

87	Turfmasters and Associates, Inc	Lawn Fertilization and Pest Control	\$	1,565.00
88	Unifirst	Uniforms	\$	78.49
89	Village Ace Hardware	Lawn Bags	\$	12.99
90	Wesco Fountains	Diffuser Assem, Impeller, Seal Kit, O-Ring	\$	213.96
91	Wildwood Ace Hardware	Shop Rags, Concrete Mesh, Concrete Mix, Etc.	\$	503.40
92	Wildwood Mower & Saw, Inc.	Echomatic Head, Switch Assm, Blades, Edger	\$	462.16
93	Wildwood Tire Company	Tires and Repairs	\$	63.52

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

94	Bright House	Internet Service	\$	79.95
95	Century Link	Telephone Service	\$	354.74
96	Discount Janitorial	Paper Products, Cleaning Supplies	\$	184.00
97	LifeTime Products Inc	6ft UT Gran w/SD Gray	\$	1,142.88
98	Unifirst	Rugs	\$	103.30
99	Wildwood Ace Hardware	Insect Spray, Webster Dusters	\$	40.04

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

100	Payroll	April 24, 2011 Pay Period - 3 Employees	\$	5,156.40
101	Bright House	Internet Service	\$	23.34
102	Century Link	Telephone Service	\$	35.80
103	Discount Janitorial	Paper Products, Cleaning Supplies	\$	50.00
104	EGP	Monthly Copier Maintenance Contract	\$	59.52
105	Ernie Morris Enterprises Inc	Office Supplies	\$	70.76
106	IMS	Monthly Computer Maintenance Contract	\$	293.92
107	Oracle Elevator	Quarterly Maintenance Contract	\$	194.49
108	Progress Energy	Electric Service	\$	689.92
109	Respect of Florida	State Flags	\$	37.29
110	Wildwood Ace Hardware	Rope, Trowel, Paint Tray, Wire Brush, Etc.	\$	64.78

WATER DEPARTMENT

111	Payroll	April 24, 2011 Pay Period - 10 Employees	\$	17,898.76
112	Bank of America	Florida Rural Water, Northern Tool	\$	382.95
113	Brenntag	Calcium Hypochlorite, Liquid Chlorine	\$	1,651.06
114	Bright House	Internet Service	\$	79.95
115	Cason and Gaskins TV Inc	Calculator	\$	8.99
116	Discount Janitorial	Paper Products, Cleaning Supplies	\$	135.83
117	Ernie Morris Enterprises Inc	Office Supplies	\$	28.84
118	Ferguson Enterprises, Inc	Strt Ball Curb, PVC Pipe and Adaptors, Galv Nip	\$	820.15
119	Florida Operators & Controls, Inc	LM Crown Jewel Bypass Board	\$	33.97
120	Grainger	Pipe Tap, Deming Drill	\$	69.18
121	HD Supply WaterWorks	MJ Regular Acc Sets, PVC Restraint, Valve Box	\$	1,897.56
122	Power Flow Technologies	Repair 20 HP Pump, Clean and Paint Baldor 20HP	\$	1,519.00
123	Progress Energy	Electric Service	\$	144.23
124	Salescorp of Florida	Nylon Sling	\$	25.37
125	Sunstate Meter & Supply Inc	Swivel Assem, T10 Gallon Meter, Double Check	\$	7,648.68
126	Terminix	Monthly Pest Control Contract	\$	25.00
127	The Dumont Company, Inc	Hypochlorite Solutions; Clear Flow	\$	4,312.32
128	The Sherwin Williams Co	Paint	\$	31.29
129	Unifirst	Uniforms	\$	261.82
130	USA Bluebook	Glass Sample Tubes, Dispenser, Silicone Lubricant	\$	391.04
131	Wildwood Ace Hardware	Galv Pipe, Elbows, Caulk, Concrete Sealer, Etc.	\$	617.36
132	Wildwood Mower & Saw, Inc.	Blades	\$	32.81
133	Wildwood Tire Company	Tire Repairs	\$	16.19

WASTEWATER DEPARTMENT

134	Payroll	April 24, 2011 Pay Period - 14 Employees	\$ 29,193.18
135	Affirmed Medical Services	First Aid & Safety Products	\$ 176.00
136	Bank of America	Office Depot, Comfort Inn	\$ 262.46
137	C & C Peat Co., Inc.	Dewatered Bio-Solids	\$ 4,160.00
138	Central Pump & Supply, Inc	Hunter Battery Control, Gear Rotor, Solenoid, Etc	\$ 851.48
139	Century Link	Telephone Service	\$ 55.73
140	Commercial Food Equipment Svc	Yearly Inspection for Compliance Lab Autoclave	\$ 245.00
141	Discount Janitorial	Paper Products, Cleaning Supplies	\$ 150.00
142	Ernie Morris Enterprises Inc	Office Supplies	\$ 68.87
143	HD Supply WaterWorks	PVC Pipe, SS Insert F/HDPE Dip, MJ Sleeve	\$ 443.93
144	Instrument Specialties Inc.	Re-Calibrate Back Flow Test Kit	\$ 111.65
145	Lowe's	Wet Dry Vac, Bow Rake, Shovel, Gearwrench, Etc	\$ 451.74
146	Metro Steel & Pipe Supply	Alum Channel	\$ 399.30
147	Odyssey Manufacturing	Hypochlorite Solutions	\$ 2,488.34
148	PowerPlan	Parts for Stehl Trimmer	\$ 84.83
149	Progress Energy	Electric Service	\$ 16,280.27
150	Unifirst	Uniforms	\$ 349.81
151	Wildwood Ace Hardware	Caulkgun, Nutsetter, Fasteners, PVC, Key, Chain	\$ 378.60
152	Wildwood Mower & Saw, Inc.	Blades, Pump, Line Trimmer	\$ 407.60
153	Wildwood Tire Company	Tire Repairs	\$ 16.19

ATTORNEYS/CONSULTANTS/SURVEYORS

154	Verrando Engineering Co., Inc.	HVAC Systems Survey Report	\$ 5,475.00
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FUEL INVENTORY

155	Lynch Oil Company, Inc	Regular Unleaded Gasoline	\$ 7,243.68
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TOTAL			\$ 266,555.28
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CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

3. NEW BUSINESS – ACTION REQUIRED – f. FINANCIAL (2)
Review/approval of low quote from LPI for the construction and
installation of handicap ramps on Gamble Street

CITY OF WILDWOOD
PUBLIC WORKS

MEMO



TO: Robert Smith

DATE: April 28, 2011

FROM: Gene Kornegay 

RE: Handicap ramps

I have received 3 quotes for the construction of 3 handicap ramps to be installed on Gamble St.

LPI	\$3,162.00
Artistic Curbs	\$3,180.00
Curbit	\$4,035.00

I would recommend going with LPI since they are the lowest bidder and are a local vendor within the City Limits.

410 Grey Street Wildwood Florida 34785
Phone: 352-330-1343

Fax: 352-330-1353

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Internet Sweepstakes Businesses

Commission Direction

REQUESTED ACTION:

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 5/9/2011
 Special Meeting

CONTRACT:

N/A
Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

- Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Over the past year, the City of Wildwood has not issued Occupational Tax Certificates for internet sweepstakes type businesses due to the outstanding questions as to whether or not these types of businesses are considered a violation of state gambling laws. Several of the businesses in surrounding areas, as well as one location in Wildwood, were shut down by law enforcement last year.

Although proposed bills have been considered, there has been no change to the existing and unclear state law regarding internet sweepstakes businesses at this time and it looks as though changes to the law will not be considered until sometime next year.

Staff is requesting Commission direction on allowing internet sweepstakes businesses or similar types of businesses in Wildwood.

Should the Commission decide a formal moratorium is in the City's best interest until the state laws have been clarified, the attached, proposed Resolution 2011-05 will provide such upon approval.

Melanie Peavy
Development Services Director

RESOLUTION NO. R2011- 05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, PLACING A MORATORIUM OF PERMITTING INTERNET CAFES OR ENTITIES PROVIDING GAME PROMOTIONS IN CONNECTION WITH THE SALE OF CONSUMER PRODUCTS OR SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood has determined that because the language contained in Chapter 849.094, Florida Statutes is ambiguous, to be sure no laws are broken, the City is willing to place a moratorium on permitting internet cafes or entities providing game promotions in connection with the sale of consumer products or services to operate within the City until the statute is passed.

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

1. A moratorium is hereby placed on permitting internet cafes, cardhouses, or entities providing game promotions in connection with the sale of consumer products or services in the City of Wildwood.
2. This moratorium shall not affect any existing business which has already been permitted by the City.
3. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED, this _____ day of _____, 2011, in regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

By: _____
Ed Wolf, Mayor

ATTEST:

Joseph Jacobs, City Clerk