



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

Mayor Pro-Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Robby Strickland – Seat 3

Don C. Clark – Seat 4

Julian Green – Seat 5

Bill Ed Cannon – City Manager

AGENDA

REGULAR MEETING

APRIL 28, 2014 - 7:00 PM

City Hall Commission Chamber
100 N Main Street

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.

1. CALL TO ORDER:

- INVOCATION
- FLAG SALUTE
- PLEASE TURN OFF ALL CELL PHONES AND PAGERS

2. CONSENT AGENDA/INFORMATIONAL ITEMS

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

- a. Bills for Approval (Attachment)
- b. Oxford Memorial Center. Renewal / Extension of Site Plan approval for a 6,250 sq. ft. Funeral/Assembly Hall with a paved driveway and parking. (Attachments: Staff Recommends Approval)

3. PRESENTATIONS AND/OR PROCLAMATIONS

4. PUBLIC HEARINGS – Timed -

Quasi-judicial Items

- a. **ORDINANCE NO. O2014-13.** Second Final Reading. *AN ORDINANCE OF THE CITY OF WILDWOOD GRANTING A REQUEST FOR A PLANNED DEVELOPMENT PURSUANT TO SECTION 8.6 OF THE LAND DEVELOPMENT REGULATIONS. FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY WALTER X. AND NORMA G. NOVILLO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance establishes the Novillo Planned Development to allow for a planned development (PD) overlay on property zoned ECNMU-7

(Employment Center Neighborhood Mixed Use – 7 units per acre) for 96 residential apartment units (single owner) with a 3,500 sq. ft. recreation center and pool; and 35,000 sq. ft. of commercial offices space, with related improvements and infrastructure . (Attachments: Staff Recommends Approval).

b. **ORDINANCE NO. O2014-18.** Second Final Reading. *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING ORDINANCE O2012-07 CONCERNING THE TRAILWINDS VILLAGE PLANNED DEVELOPMENT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance modifies the approved planned development ordinance for Trailwinds Villages to allow for 450 residential units (296 Independent Living Facility Units and 461 Assisted Living Beds), 400,000 sq. ft. commercial retail and 200,000 sq. ft. of commercial office under the new designation as a Regional Activity Center (RAC). (Attachments: Staff Recommends Approval).

c. **ORDINANCE NO. O2014-23.** Second Final Reading. *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING SECTION 3.16 MOBILE HOME PARKS, SECTION 5.5 IMPROVEMENT PLAN SUBMITTAL REQUIREMENTS, SECTION 5.6 FINAL PLAT SUBMITTAL REQUIREMENTS, SUBSECTION 6.2(C) POTABLE WATER SYSTEM DESIGN, AND SECTION 8.2 PLANNED DEVELOPMENTS, OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA; PERTAINING TO MOBILE HOME PARK PERIMETER SETBACKS, PERFORMANCE BOND REQUIREMENT TIMING DURING THE SUBDIVISION PROCESS, UNIFORM STANDARDS FOR THE PAINTING OF FIRE HYDRANTS IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARD 291, “RECOMMENDED PRACTICE FOR FIRE FLOW TESTING AND MARKING OF HYDRANTS,” 2013 EDITION, AND PLANNED DEVELOPMENT PROCEDURES FOR THE HEARING OF PLANNED DEVELOPMENT CASES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance modifies the Land Development Regulations (LDRs) to clarify certain perimeter setback requirements for mobile home parks, performance bond requirements, technical standards for fire hydrants, and procedures for the review of planned developments. (Attachments: Staff Recommends Approval).

d. **ORDINANCE NO. O2014-24.** Second Final Reading. *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; AMENDING AND/OR SUPPLEMENTING CHAPTER 11 LICENSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES SECTION 11-14 ISSUANCE OF PERMITS FOR TEMPORARY USES AND SPECIAL PERMITS BY AMENDING SUBSECTIONS (a)(2) THROUGH (a)(4) AS FOLLOWS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance modifies issuance requirements for Special Event Permits in the Code of Ordinances (and removes the same from the Land Development Regulations [LDRs]) to clarify prerequisites and restrictions on Special Event Permits. (Attachments: Board Option).

5. **PUBLIC FORUM – 10 minute time limit**

6. **ORDINANCES FIRST READING ONLY (NO VOTE)**

7. **RESOLUTIONS FOR APPROVAL**

a. Resolution R2014-12 – *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR INCREASES TO THE SOLID WASTE USER CHARGE; PROVIDING AN EFFECTIVE DATE. RESCINDING RESOLUTION NO. R2013-31.* This Resolution provides for the Waste Management semi-annual rate increase as set forth in the contract between Waste Management and The City of Wildwood. (Attachments: Staff Recommends Approval).

8. FINANCIAL & CONTRACTS & AGREEMENTS

- a. Public Works Department Requests Approval of Relocation to Palmer Street. Item tabled from April 14, 2014 meeting per request of the Commission. Estimated costs in relation to the move \$130,500.00. (Attachment: Board Option)
- b. Utility Department Requests Approval of the revised agreement between the City and CenturyLink for CenturyLink to serve the CR 501 WTP with internet connectivity at a cost of \$350.00/month. (Attachments: Staff Recommends Approval)
- c. Utility Department Requests Approval of the award to replace the liner in the 1,000,000 pond at the WWTP to Erosion Control Systems for \$38,000. (Attachments: Staff Recommends Approval)
- d. Utility Department Requests Approval of Change Order No. 1 increasing the contract amount by \$15,090.00 to replace 15 “orangeburg” sewer laterals with PVC pipe. (Attachments: Staff Recommends Approval)
- e. City Clerk’s Office/Executive Department Request Approval of Meeting Management Software for Agendas and Minutes at an annual cost of \$5,760.00. Budgeted Item. (Attachments: Staff Recommends Approval)

9. GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS

- a. Staff Requests Workshop for Presentation of Districts Map (Draft) with targeted dates of either Monday, May 5, 2014 or Wednesday, May 7, 2014. (Attachment)
- b. Due to the Memorial Day Holiday, Staff recommends the Commission meeting date of Monday, May 26, 2014 be rescheduled to a date acceptable to the Commission. Staff preferred date is Monday, June 2, 2014 at 7:00 p.m. (Attachment)

10. APPOINTMENTS

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. OTHER DEPARTMENT REPORTS

- a. Fleet Services - Reports a total of \$17,685.40 received from sales of surplus vehicles and equipment. (Attachment)
- b. The Baker House – Updates from WAHA President, Gidget Gibson

15. COMMISSION MEMBERS REPORTS

16. ADJOURNMENT

IMPORTANT DATES (No Attachments)

- a. May 3, 2014, Heritage Festival at The Baker House - 10:00 a.m.
- b. May 10, 2014, National Association of Letter Carriers (NALC) “Stamp Out Hunger” annual food drive.

- c. May 15, 2014, Commission Meeting - 7:00 p.m.
- d. May 26, 2014, Memorial Day

BILLS FOR APPROVAL
City of Wildwood, Florida
April 28, 2014

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	April 6, 2014 Pay Period - 5 Employees	\$	3,724.94
2	Avenet	Sub Domain	\$	25.00
3	Verizon Wireless	Cell Phone Service	\$	50.88

CITY MANAGER-EXECUTIVE DEPARTMENT

4	Payroll	April 6, 2014 Pay Period - 2 Employees	\$	6,158.01
5	Bright House	Internet Service	\$	75.24
6	Maggio Enterprises, Inc.	Drain Cleaner	\$	14.94
7	Office Depot	Office Supplies	\$	58.48
8	Verizon Wireless	Cell Phone Service	\$	57.70

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

9	Payroll	April 6, 2014 Pay Period - 3 Employees	\$	6,997.18
10	Bright House	Internet Service	\$	150.48
11	C & M Paper and Supply	Paper Products	\$	57.58
12	Dart Electronics	Fire Alarm Monitoring	\$	37.43
13	Duke Energy	Electric Service	\$	53.08
14	Kevin Mathews Medical Services	First Aid and Safety Products	\$	14.48
15	Massey Services, Inc	Pest Control Service	\$	45.00
16	Office Depot	Office Supplies	\$	324.95
17	The Villages Daily Sun	Subscription	\$	62.00
18	Verizon Wireless	Cell Phone Service	\$	52.16

DEVELOPMENT SERVICES

19	Payroll	April 6, 2014 Pay Period - 3.5 Employees	\$	8,630.07
20	Black Box	Moving Extensions	\$	280.00
21	Bright House	Internet Service	\$	131.67
22	Office Depot	Office Supplies	\$	363.15

HUMAN RESOURCES

23	Payroll	April 6, 2014 Pay Period - 1 Employees	\$	2,070.40
24	Bright House	Internet Service	\$	37.62
25	Diane Gibson Smith	Travel Reimbursement - PRM Conference	\$	142.24
26	Walmart	Car Charger and Case	\$	47.90

POLICE DEPARTMENT

27	Payroll	April 6, 2014 Pay Period - 35 Employees	\$	75,977.25
28	Tina Brown	Travel Reimbursement - FCICINCIC Training	\$	18.48
29	Century Link	Telephone Service	\$	568.00
30	Chief Supply / Law Enforcement	Raincoats, K9 Badge, Name Plate	\$	246.92
31	Code Blue Designs	Kanine Standard License	\$	150.00
32	Dana safety Supply, Inc	Razor II, OCS Molle,	\$	778.26
33	Digital Embroidery LLC	Embroidery for K-9 Unit	\$	302.92
34	Duke Energy	Electric Service	\$	11,239.34
35	Harmer Auto Body	Repair & Paint Front Bumper	\$	250.00
36	Jeff Revis Wrecker Service, Inc	Tow Dodge P/U	\$	125.00
37	Maggio Enterprises, Inc.	Drain Cleaner	\$	29.88
38	Massey Services, Inc	Pest Control Service	\$	25.00
39	Office Depot	Office Supplies	\$	919.75
40	Ray Allen Manufacturing, LLC	Leather Leash, Double Layered Biothane w/Handle	\$	66.98
41	Security Solutions of Central Florida	Parts/Labor to Install IEI Max 3 Access Control System	\$	4,690.00
42	Southern Coast K9	Rope Kong's	\$	40.00
43	The Safariland Group	Powder Kit	\$	108.25
44	Verizon Wireless	Cell Phone Service	\$	609.93

STREET DEPARTMENT

45	Payroll	April 6, 2014 Pay Period - 10 Employees	\$	18,526.33
46	C.R. 466A Landfill Facility, LLC	Tipping Fee	\$	1,296.30
47	Environmental Products	Spray Nozzle, Water Valve	\$	231.98

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48	Duke Energy	Electric Service	\$	4,785.34
49	Highland Tractors	Window Pane	\$	212.86
50	Maggio Enterprises, Inc.	Paper Products	\$	82.57
51	Massey Services, Inc	Pest Control Service	\$	10.00
52	Orlando Freightliner, Inc	Repair Kit	\$	155.40
53	Safety Zone Specialists, Inc	Long Rain Coats	\$	52.30
54	Salescorp of Florida	Gatorade, Dust Mask, Angle	\$	286.85
55	Sparr Building and Farm Supply	Treated Fence Board, Deck Nails	\$	50.12
56	Sumter Electric	Electric Service	\$	181.74
57	Verizon Wireless	Cell Phone Service	\$	184.23

FLEET SERVICES

58	Payroll	April 6, 2014 Pay Period - 2 Employees	\$	5,352.03
59	Big Truck Parts Inc	Filters	\$	94.38
60	Duke Energy	Electric Service	\$	97.46
61	Massey Services, Inc	Pest Control Service	\$	10.00
62	Verizon Wireless	Cell Phone Service	\$	54.37

COMMUNITY RE-DEVELOPMENT

63	Payroll	April 6, 2014 Pay Period - .5 Employees	\$	1,770.88
64	American Planning Association	Membership Renewal - J McHugh	\$	430.00
65	Bright House	Internet Service	\$	18.80

PARKS AND RECREATION

66	Payroll	April 6, 2014 Pay Period - 5 Employees	\$	7,182.12
67	Angela Bennett	Boot Allowance	\$	75.00
68	Bright House	Internet Service	\$	37.62
69	C & M Paper & Supply	Can Liners	\$	73.52
70	Duke Energy	Electric Service	\$	93.23
71	John Deere Landscapes	White Athletic Striping Paint	\$	312.48
72	Leesburg Rent-All	Sod Cutter	\$	78.00
73	Maggio Enterprises, Inc	Paper Products	\$	442.20
74	Massey Services, Inc	Pest Control Service	\$	70.00
75	Salescorp of Florida	Gatorade, Sign Sand	\$	274.29
76	Sparr Building and Farm Supply	Line Marker	\$	67.35
77	Sumter Electric	Electric Service	\$	230.64
78	The Villages Mower & Repair	Electric Starter	\$	97.80
79	Verizon Wireless	Cell Phone Service	\$	69.05

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

80	Harmer Auto Body	Strip & Paint Hood	\$	150.00
81	Danterell Jones	Refund Deposit Event Cancelled - WW Comm Ctr	\$	710.00
82	Massey Services, Inc	Pest Control Service	\$	65.00
83	Sumter Electric	Electric Service	\$	1,235.08
84	Nathan Yoder	Refund Deposit - Wildwood Community Center	\$	500.00

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

85	Payroll	April 6, 2014 Pay Period - 3 Employees	\$	5,416.41
86	Bright House	Internet Service	\$	112.86
87	C & M Paper and Supply	Paper Products	\$	57.58
88	Dart Electronics	Fire Alarm Monitoring	\$	37.42
89	Kevin Mathews Medical Services	First Aid and Safety Products	\$	14.47
90	Maggio Enterprises, Inc.	Drain Cleaner	\$	14.94
91	Massey Services, Inc	Pest Control Service	\$	25.00
92	Office Depot	Office Supplies	\$	16.00
93	Postmaster	Utility Billing Postage	\$	240.39

UTILITY DEPARTMENT

94	Payroll	April 6, 2014 Pay Period - 23 Employees	\$	45,527.58
95	Acton	Modular Rental	\$	600.27
96	Action Industries, Inc	Furnish & Install 6" Line Stop	\$	2,450.00
97	A.R. Bean	Travel Reimbursement - Indian River Short School	\$	244.04
98	Besco Electric Supply Company	Light Bulbs	\$	207.46
99	Brenntag	Liquid Chlorine	\$	997.06

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100	Bright House	Internet Service	\$	683.04
101	C & M Paper & Supply	Can Liners	\$	49.02
102	Discount Janitorial	Cleaning and Paper Products	\$	183.56
103	Duke Energy	Electric Service	\$	91.95
104	HACH	Various Test Strips Pack, AC/DC Controller, Lamp, Etc	\$	5,541.07
105	HD Supply Waterworks	Ball Valves, PVC, Cement, Cleaner, STD Galv, Pipe	\$	2,842.14
106	Kevin Mathews Medical Services	First Aid and Safety Products	\$	95.00
107	Luzadder, Inc	Removal of Old DO Probe/Installation of New One	\$	785.00
108	Massey Services, Inc	Pest Control Service	\$	75.00
109	Odyssey Manufacturing	Hypochlorite Solution	\$	2,486.68
110	Office Max	Office Supplies	\$	195.82
111	Plant Technicians	Environmental Testing	\$	465.00
112	Salescorp of Florida	Sign Stand	\$	92.19
113	Sumter Electric	Electric Service	\$	2,943.43
114	Sunshine State One Call of Florida	Locators for Month of March 2014	\$	289.95
115	Sunstate Meter & Supply, Inc	Meter Couplings, T-10 Gallon Pro Read, Y Branch	\$	4,838.10
116	The Dumont Company, Inc	Clear Flow PT , Hypochlorite Solution	\$	1,691.25
117	The Villages Mower & Repair	Electric Starter	\$	65.20
118	UPS	Postage	\$	19.03
119	USA BlueBook	Glass Fiber, Neoprene Gloves, DPD Dispenser	\$	723.56
120	U.S. HealthWorks	DS- Urine 10 Panel, COC - Post Accident	\$	35.00
121	Verizon Wireless	Cell Phone Service	\$	429.33
122	VWR	Detergent Alconox, Alcojet, Nitrogen, Sterilization Wrap	\$	302.21

MISCELLANEOUS

GREENWOOD CEMETERY

ATTORNEYS/CONSULTANTS/SURVEYORS

123	Potter Clement Bergholtz Alexander	Special Magistrate	\$	1,102.50
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FUEL INVENTORY

124	Stone Petroleum Products, Inc	Unleaded Gasoline	\$	9,969.55
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TOTAL			\$	263,411.92
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CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Cassandra Lippincott, City Clerk

Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SP 1201-03 Oxford Memorial Center

REQUESTED ACTION: Extension / reinstatement of Site Plan approval for a 6,250 sq. ft. Funeral/Assembly Hall with a paved driveway and parking.

Work Session (Report Only) **DATE OF MEETING:** 4/28/2014
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: _____

Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

The applicant, Pine Level Cemetery Association, is requesting the extension / reinstatement of their Site Plan approval for a 6,250 sq. ft. Funeral/Assembly Hall with a paved driveway and parking.

Case SP 1201-03 was originally considered by the Planning & Zoning Board/Special Magistrate on Tuesday, May 1, 2012. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the site plan to the City Commission. Subsequently, the Site Plan was approved by the City Commission on May 15, 2012; a non-substantial deviation was approved on April 2, 2013.

Staff has reviewed the plans submitted for consideration, which match the last set of plans approved by the City. The project remains in compliance with the requirements of the Land Development Regulations, as updated. Staff recommends approval of the item.



Melanie D. Peavy
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, May 1, 2012 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the Wildwood Planning and Zoning Board/Special Magistrate for a 6,250 sq. ft. Funeral/Assembly Hall with a paved driveway and parking. The site is generally located to the southwest of US Hwy 301 and County Road 203.

Case: SP 1201-03

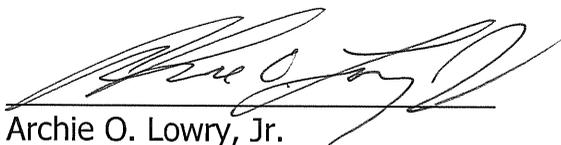
Parcel(s): D07A013

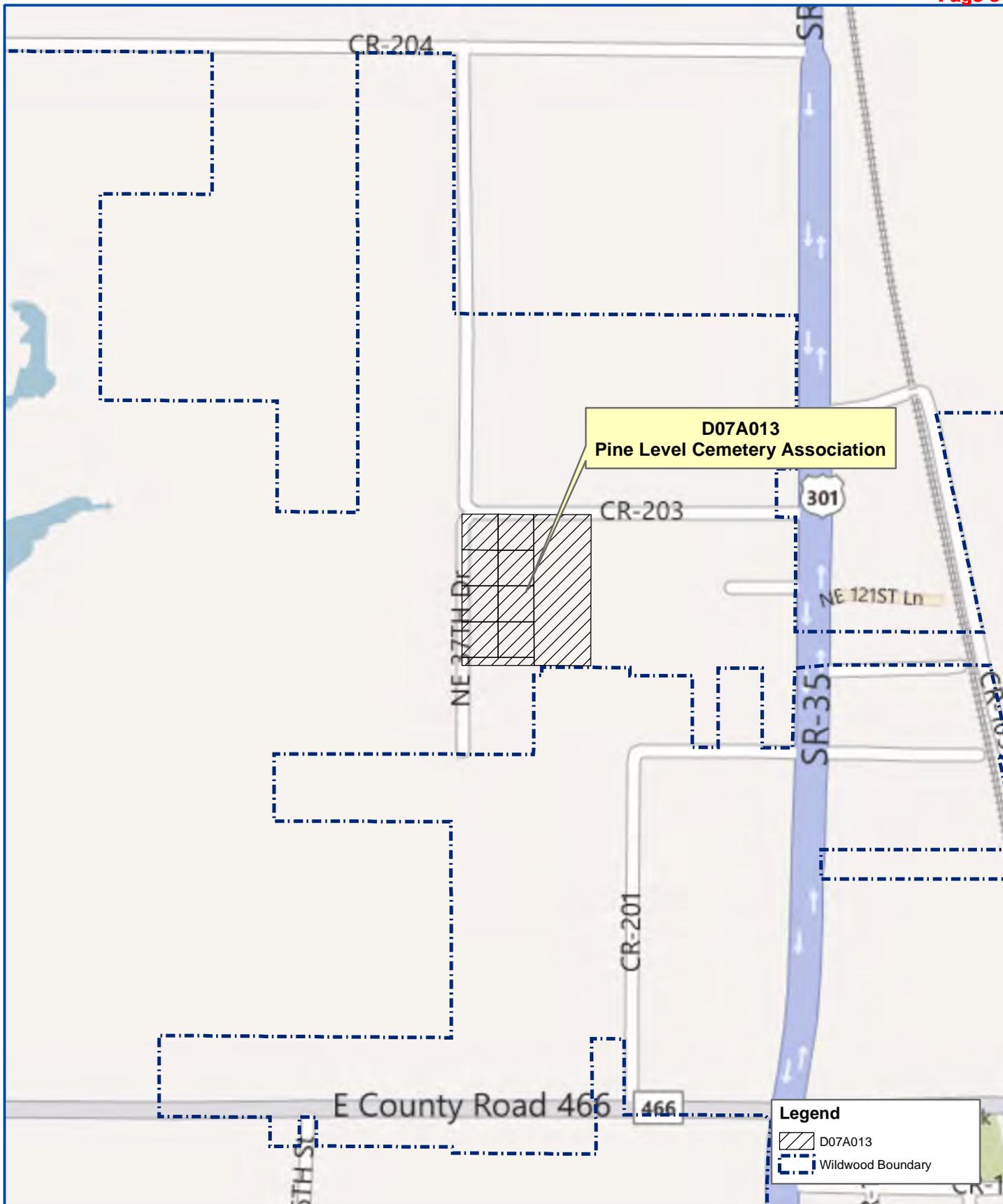
Owner: Pine Level Cemetery Association, Inc.

Applicant: Joe Strubinger, President

Based upon the testimony and information presented, the Special Magistrate recommends approval of the site plan and favorable recommendation of project number SP 1201-03 to the City Commission subject to approval, exemption, or permitting of the project by all agencies of competent jurisdiction.

Dated: May 1, 2012

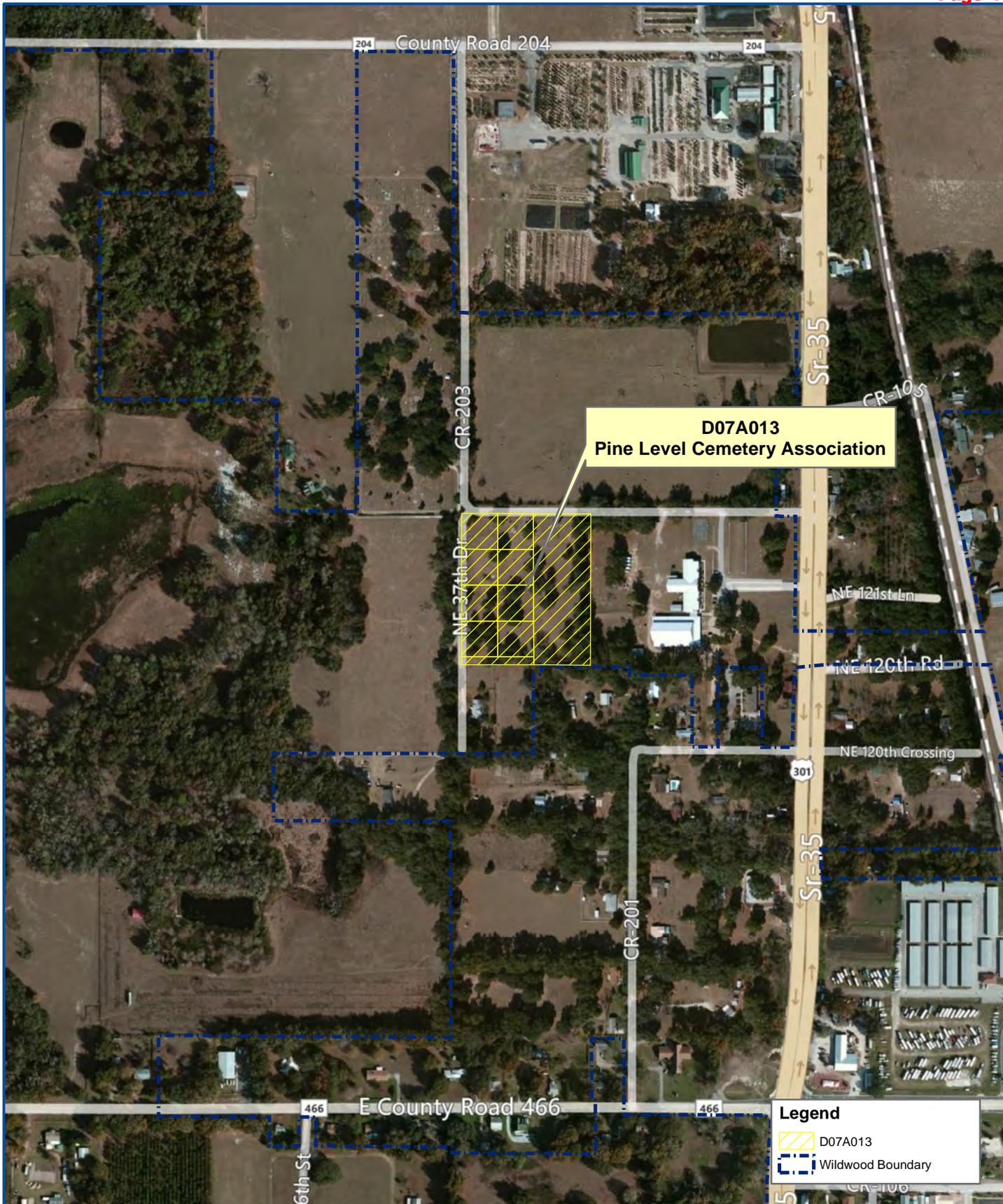

Archie O. Lowry, Jr.
Special Magistrate, City of Wildwood



1 inch = 500 feet

D07A013 Parcel Location





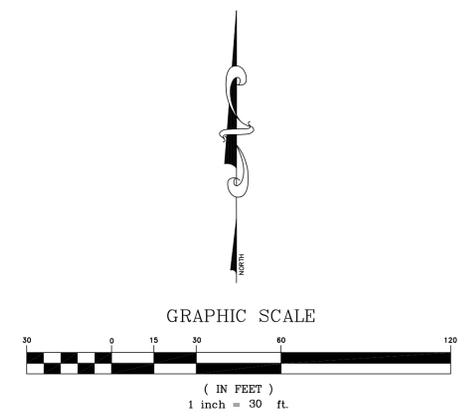
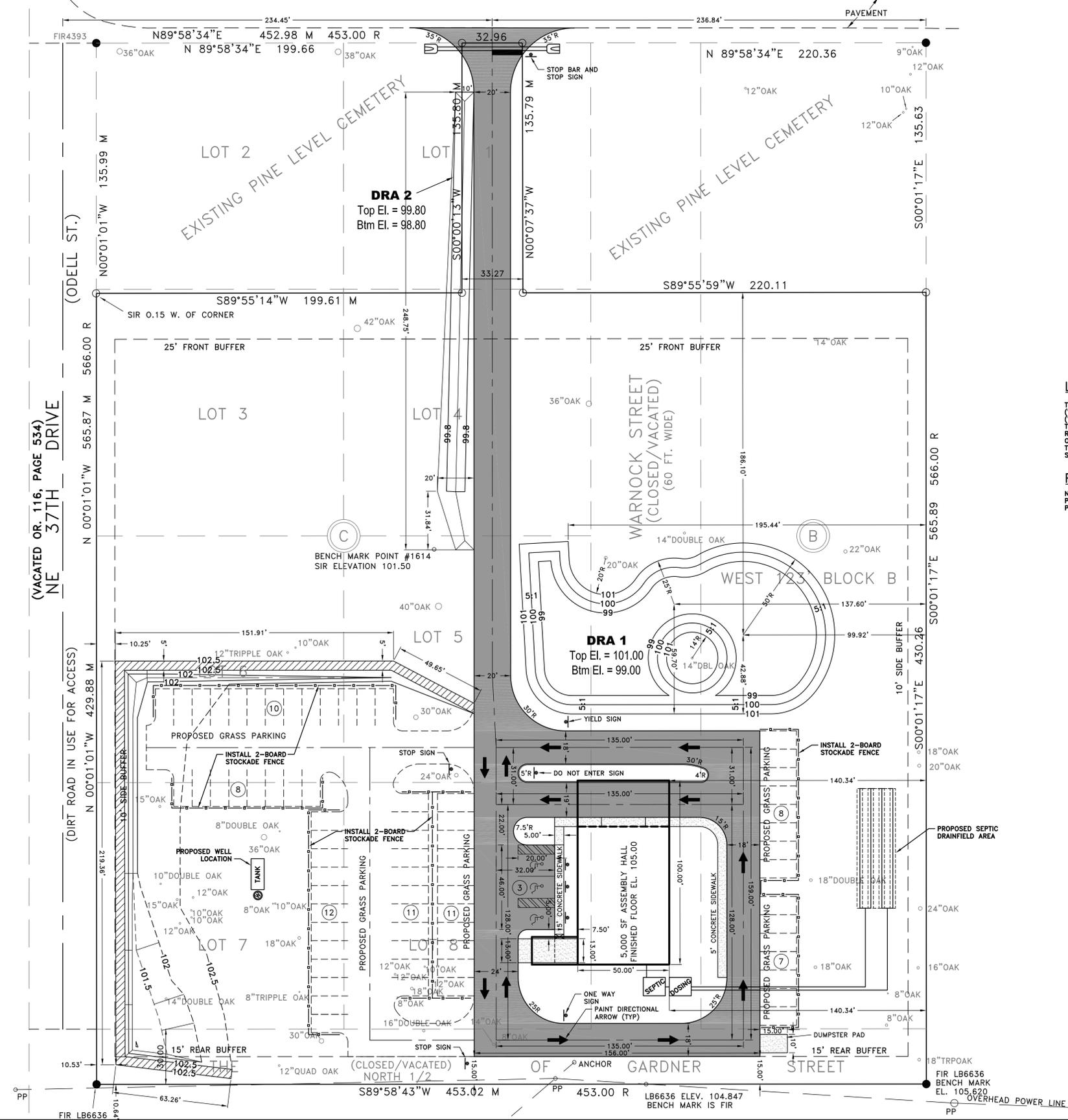
1 inch = 500 feet

D07A013 Parcel Location



ENGINEERING SITE PLAN FOR OXFORD MEMORIAL CENTER

(HOOKS ST.) CR. 203



LEGAL DESCRIPTION

THE WEST 123 FEET OF BLOCK B, ALL OF BLOCK C, AND THAT PORTION OF WARNOCK STREET (VACATED) THAT LIES NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF GARDNER STREET (VACATED) AND SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HOOKS STREET (CR 203), AND THAT PART OF THE NORTH 1/2 OF GARDNER STREET (VACATED) THAT LIES EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF ODELL STREET (NE 37TH DRIVE) AND WEST OF A SOUTHERLY PROJECTION OF THE EAST LINE OF THE WEST 123 FEET OF BLOCK B, ALL BEING IN HIGH SCHOOL ADDITION TO OXFORD AS RECORDED IN PLAT BOOK 1, PAGE 67 OF PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SUBJECT TO HUMAN CEMETERY.

FLOOD CERTIFICATION

NOTE: ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) DATED 03-15-1982, THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "C" LOCATED ON COMMUNITY PANEL NO. 120296 0075B.

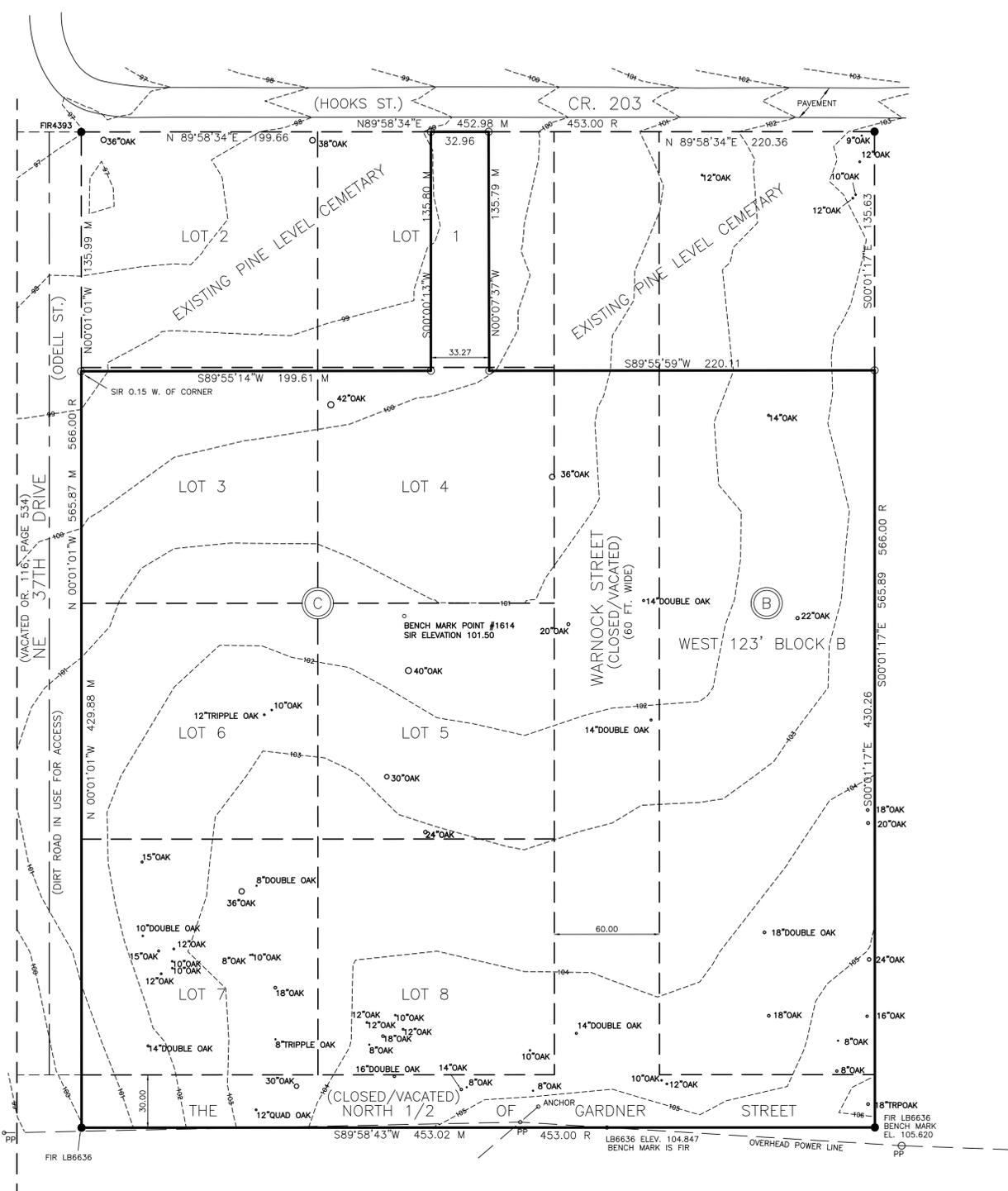
(VACATED OR. 116, PAGE 534)
NE 37TH DRIVE
(DIRT ROAD IN USE FOR ACCESS)

ROBERT M. COUCH III, P.E. :
FLORIDA REG. No. 55311
DATE :
C.O.A. No. 8692

REVISIONS	
PLOTTED: RMC-3	WPD
DRAWN: WPD	DESIGNED: RMC-3
CHECKED: RMC-3	SCALE: N.T.S.
SITE PLAN	
OXFORD MEMORIAL CENTER CITY OF WILDWOOD SUMTER COUNTY, FLORIDA	
ENVIRONMENTAL & CIVIL ENGINEERING CONSULTANTS WEIRSDALE, FLORIDA 32195 PHONE: (352) 694-1799 FAX: (866) 832-0250	
SITEPLAN P.N. 2011.021 Sht. 4 of 7	

ABBREVIATIONS

- A ARC LENGTH
- A/C AIR CONDITIONER
- ACCP ASPHALT COATED CORRUGATED METAL PIPE
- ADD'N ADDITION
- ALUM ALUMINUM
- ASPH ASPHALT
- AVE AVENUE
- BL BASE LINE
- BLK BLOCK
- BLVD BOULEVARD
- BM BENCH MARK
- BDY BOUNDARY
- BOTT BOTTOM
- CALC CALCULATED
- CB CHORD BEARING
- CL CENTERLINE
- C-L CHAIN LINK
- CM CONCRETE MONUMENT
- CMP CORRUGATED METAL PIPE
- CONC CONCRETE
- COR CORNER
- COV COVERED
- CR COUNTY ROAD
- C/S CONCRETE SLAB
- CT COURT
- CULV CULVERT
- DEED DEED BOOK
- DIST DISTANCE
- DOT DEPARTMENT OF TRANSPORTATION
- DR DRIVE
- DRA DRAINAGE RETENTION AREA
- DROW DRAINAGE RIGHT OF WAY
- D/W DRIVEWAY
- E EAST
- EP EDGE OF PAVEMENT
- EL ELEVATION
- ENCL ENCLOSURE
- ESMT EASEMENT
- FCM FOUND CONCRETE MONUMENT
- FD FOUND
- FF FINISHED FLOOR
- FHYD FIRE HYDRANT
- FIP FOUND IRON PIPE
- FIR FOUND IRON ROD
- FL FLOW LINE
- FDM FIELD MEASURED
- FN FOUND NAIL
- GAR GARAGE
- GDE GRADE
- GD GROUND
- GOV'T GOVERNMENT
- GW GUY WIRE
- HORIZ HORIZONTAL
- HW HEAD WALL
- HWL HIGH WATER LINE
- HWH HIGHWAY
- IE INVERT ELEVATION
- L LENGTH
- LB LAND SURVEYOR BUSINESS LIGHT POLE
- LS PROFESSIONAL SURVEYOR AND MAPPER LEFT
- LT MASONRY
- M MEASURED DISTANCE/BEARING
- MES MITERED END SECTION
- MH MAN HOLE
- MKR MARKER
- MIN MORE OR LESS
- MSL MEAN SEA LEVEL
- N NORTH
- N&D NAIL AND DISK
- NAVD NORTH AMERICAN VERTICAL DATUM
- NE NORTHEAST
- NGVD NATIONAL GEODETIC VERTICAL DATUM
- NO NUMBER
- NW NORTHWEST
- OHPL OVERHEAD POWER LINE
- OR OFFICIAL RECORD
- P PARCEL
- PAT PATIO
- PB PLAT BOOK
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PCP PERMANENT CONTROL POINT
- PRCCF PUBLIC RECORDS OF CITRUS CO. FL
- PG PAGE
- PI POINT OF INTERSECTION
- PK PARKER KALON NAIL
- PL PROPERTY LINE
- PLTR PLANTER
- PM POWER METER
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PP POWER POLE
- PHPD PHONE PEDESTAL
- PRM PERMANENT REFERENCE MONUMENT
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- PWR POWER
- R RECORD BY PLAT OR DEED
- RD RADIAL
- RCP REINFORCED CONCRETE PIPE
- RES RESIDENCE
- RET RETENTION/RETAINING
- RGE RANGE
- R/W RIGHT OF WAY
- S SANITARY
- SCM SET CONCRETE MONUMENT
- SCN SCREEN
- SE SOUTHEAST
- SEC SECTION
- SEW SEWER
- SIP SET IRON PIPE
- SIR SET IRON ROD
- SN SET NAIL
- SP SCREEN PORCH
- SR STATE ROAD
- SRD STATE ROAD DEPARTMENT
- ST STREET
- STA STATION
- STM STORM
- STR STRUCTURE
- STY STORY
- S/D SUBDIVISION
- SW SOUTHWEST
- T TANGENT
- TOB TOP OF BANK
- TOS TOP OF SLOPE
- TBM TEMPORARY BENCH MARK
- TEL TELEPHONE
- TR TRACT/TRAIL
- TRANS TRANSFORMER
- TV TELEVISION
- TWP TOWNSHIP
- UG UNDERGROUND
- U/R UNRECORDED
- UTIL UTILITY
- V VERTICAL
- VAR VARIES
- W WEST
- WD WOOD
- WM WATER METER
- WMN WATER MAIN
- WV WATER VALVE



LEGAL DESCRIPTION

THE WEST 123 FEET OF BLOCK B, ALL OF BLOCK C, AND THAT PORTION OF WARNOCK STREET (VACATED) THAT LIES NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF GARDNER STREET, (VACATED) AND SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HOOKS STREET (CR 203), AND THAT PART OF THE NORTH 1/2 OF GARDNER STREET (VACATED) THAT LIES EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF ODELL STREET (NE 37TH DRIVE) AND WEST OF A SOUTHERLY PROJECTION OF THE EAST LINE OF THE WEST 123 FEET OF BLOCK B, ALL BEING IN HIGH SCHOOL ADDITION TO OXFORD AS RECORDED IN PLAT BOOK 1, PAGE 67 OF PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. SUBJECT TO HUMAN CEMETARY.

NOTE: ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) DATED 03-15-1982, THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "C" LOCATED ON COMMUNITY PANEL NO. 120296 0075B.

DATE OF FIELD WORK: 08-31-2011
 DATE OF PLAT: 08-31-2011
 PS&M3658
 PLAIN
 PLAIN
 LB6636

CITRUS ENGINEERING AND SURVEYING, INC.
 3585 E. GULF TO LAKE HWY. PH:(352)860-1145
 INVERNESS, FLA. 34453 FAX:(352)860-2229

NOTE: COMPLETE TITLE INFORMATION NOT FURNISHED TO SURVEYOR AND MAPPER.
 NOTE: NOT VALID WITHOUT EMBOSSED SEAL.
 NOTE: ELEVATIONS BASED ON NAVD88 VERTICAL DATUM USING DOT BENCH MARK 349.
 NOTE: TREES LOCATED ARE OAK TREES ONLY.
 NOTE: FENCES NOT LOCATED.

NOTE: BASIS OF BEARING STATE PLANE COORDINATES ON USGS MONUMENT SUMTER 41, BEARING BASIS IS THE BEARING OF S89°51'25"E BETWEEN SUMTER 41 AND SUMTER 42, USING A CONVENTIONAL FIELD TRAVERSE TO THE SITE.
 NOTE: NO EXCAVATION WAS PERFORMED TO DETERMINE THE LOCATION OF UNDERGROUND UTILITIES, DRAINAGE OR IMPROVEMENTS.

FOR CITRUS ENGINEERING AND SURVEYING, INC. SURVEYOR AND MAPPER NO.3658
 THEODORE E. DAVIS

THAT WE MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY, THAT IT IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THIS PLAT IS A TRUE REPRESENTATION THEREOF; AND THE SURVEY AND THIS PLAT CONFORMS TO THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES, THAT THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINE OTHER THAN AS SHOWN, THAT THE IMPROVEMENTS HAVE BEEN LOCATED AS SHOWN.

DESIGNED DRAWN CHECKED D.C.	<p>CITRUS ENGINEERING AND SURVEYING, INC. CONSTRUCTION SURVEYS · MORTGAGE SURVEYS · LAND SURVEYING</p> <p>3585 E. GULF TO LAKE HIGHWAY INVERNESS, FLORIDA 34453 (352) 860-1145 FAX: (352) 860-2229</p>	NO. 1 DATE 9-01-2011 REVISIONS APPROVED BY T.E.D.	A TOPOGRAPHIC SURVEY FOR PINE LEVEL CEMETARY ASSOCIATION.	PART OF BLOCKS B, C, WARNOCK ST., N1/2 GARDNER ST. HIGH SCHOOL ADDITION TO OXFORD	JOB NO. 11-8140 FIELD BOOK NO. 0x3/30-37 DATE: 8/31/2011 SCALE: 1"=40' SHEET 1 OF 1 1/1766
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CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Novillo Planned Development – RZ 1312-04

Approval of Ordinance O2014-13.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>4/14/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>4/28/14 Adoption</u>

CONTRACT:	<input checked="" type="checkbox"/> N/A	Vendor/Entity:	_____
	Effective Date: _____	Termination Date:	_____
	Managing Division / Dept: _____		_____

BUDGET IMPACT: _____

<input type="checkbox"/> Annual	FUNDING SOURCE:	_____
<input type="checkbox"/> Capital	EXPENDITURE ACCOUNT:	_____
<input checked="" type="checkbox"/> N/A		

HISTORY/FACTS/ISSUES:

The applicant seeks approval from the City Commission for a “Planned Development” (PD) approval on 6.9 acre property zoned “Employment Center Mixed Use - 7” (ECNMU-7).

The project is being developed under the Section 3.21 (Mixed Use Centers) of the Land Development Regulations. Projects less than 10 acres in size are not required to contain the mix of land uses in the ECNMU-7 zoning district as stated in Table 3-5 of the Land Development Regulations and Comprehensive Plan.

Pursuant to Section 8.6 of the Land Development Regulations, Ordinance O2014-13 adopts the Novillo Planned Development Agreement. The Project’s legal description and conceptual plan have been incorporated into the Ordinance as exhibits. The PD Agreement outlines specific criteria and standards for the Project.

The Project’s development program consists of 96 apartment units with a 3,500 SF clubhouse with pool and deck area and 35,000 SF of commercial retail space. Mobile home uses have also been included in the development program to assist in redevelopment of the mobile home park use.

According to the traffic analysis submitted with the application, the Project is expected to add an additional 93 PM Peak Hour Trips. The additional trips will not cause roads or intersections to operate below the acceptable level of service. However, the development of the Project will generate the need for a right turn lane on SR 44 at the proposed project entrance.

The Sumter County School system has sufficient capacity for additional students that may be added as a result of the Project.

The Project shall be required to connect to City utilities. The City has sufficient capacity in both water and wastewater to accommodate the Project.

The Project meets or exceeds the minimum requirements of the Comprehensive Plan and the Land Development Regulations.

Staff recommends approval of Ordinance #02014-13 for the following reasons:

- The Project will significantly improve existing conditions of the property and provide a mix of uses more compatible with the surrounding area;
- Ordinance O2014-13 includes standards and criteria that mitigate the potential impacts of the Project; and
- The Project meets the minimum requirements of the Comprehensive Plan and Land Development Regulations.

Case RZ 1312-04 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, April 1, 2014. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of Ordinance O2014-13 to the City Commission.

Staff recommends approval of Ordinance O2014-13.



Melanie D. Peavy
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, April 1st, 2014 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Mixed Use Planned Development (MUPD) overlay on property zoned ECNMU-7 (Employment Center Neighborhood Mixed Use – 7 units per acre) for 96 residential units with a 3,500 sq. ft. clubhouse with pool and deck area, as well as 35,000 sq. ft. of commercial retail space. The site is generally located on the south side of SR 44, between Powell Road and S. Buena Vista Boulevard. The Engineer of Record is Kenneth R. (Ted) Wicks with Wicks Engineering Services, Inc. of Tavares, Florida.

Case: RZ 1312-04

Parcel: G17=008

Owner: Walter X. and Norma G. Novillo

Applicant: SAME

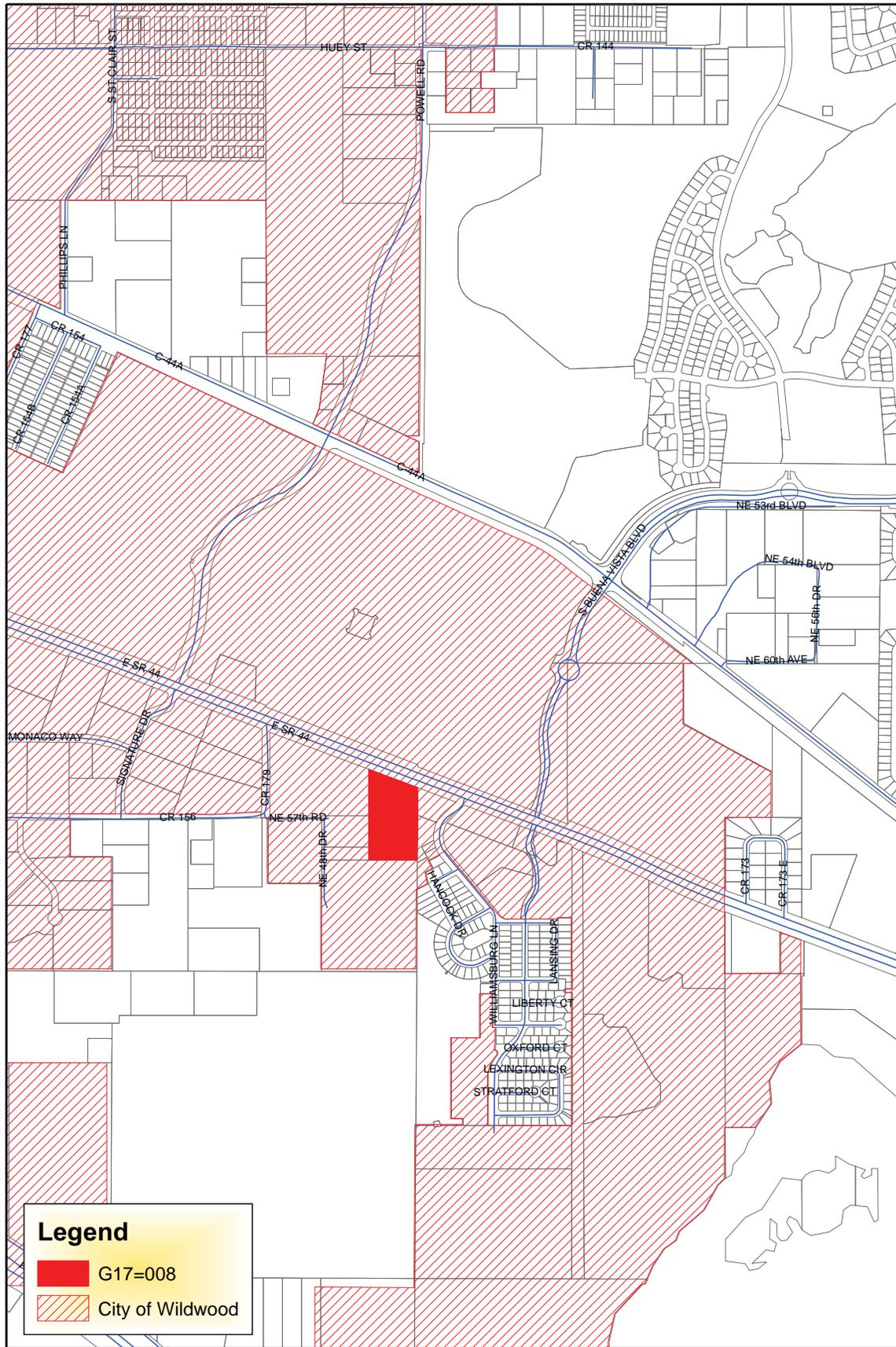
Under subsections 1.7(B)(2), 3.3(B)(3), and 8.2(E) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the criteria for the approval of zoning amendments as defined in subsection 3.3(B)(4) of the LDRs.

Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of Ordinance O2014-13 to the City Commission.

Dated: April 8, 2014



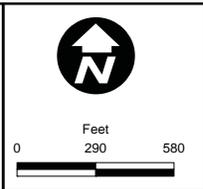
Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



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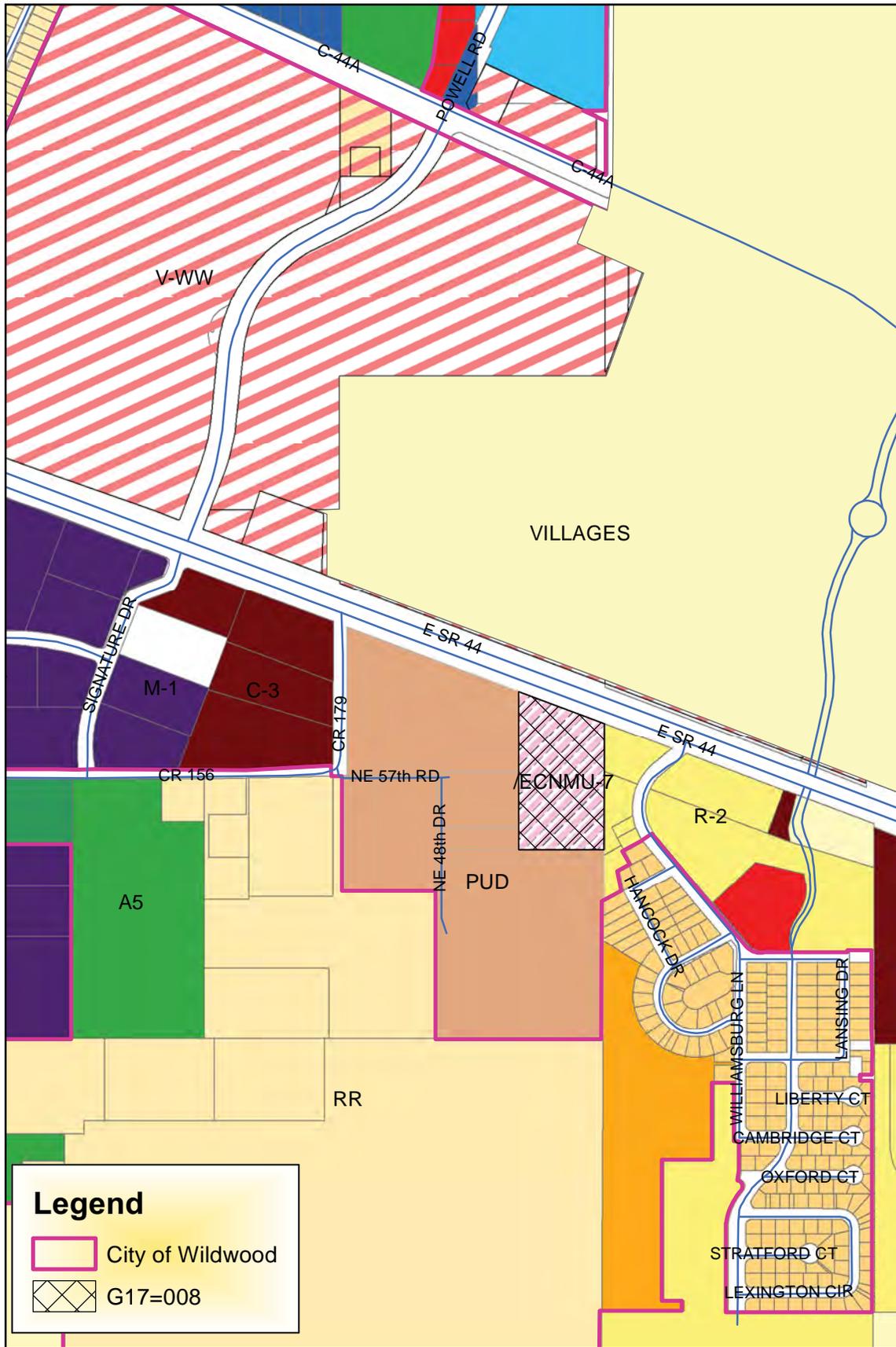
City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
www.wildwood-fl.gov



G17=008
NOVILLO PROPERTY

WILDWOOD, FLORIDA

FEBRUARY 2014	LOCATION MAP
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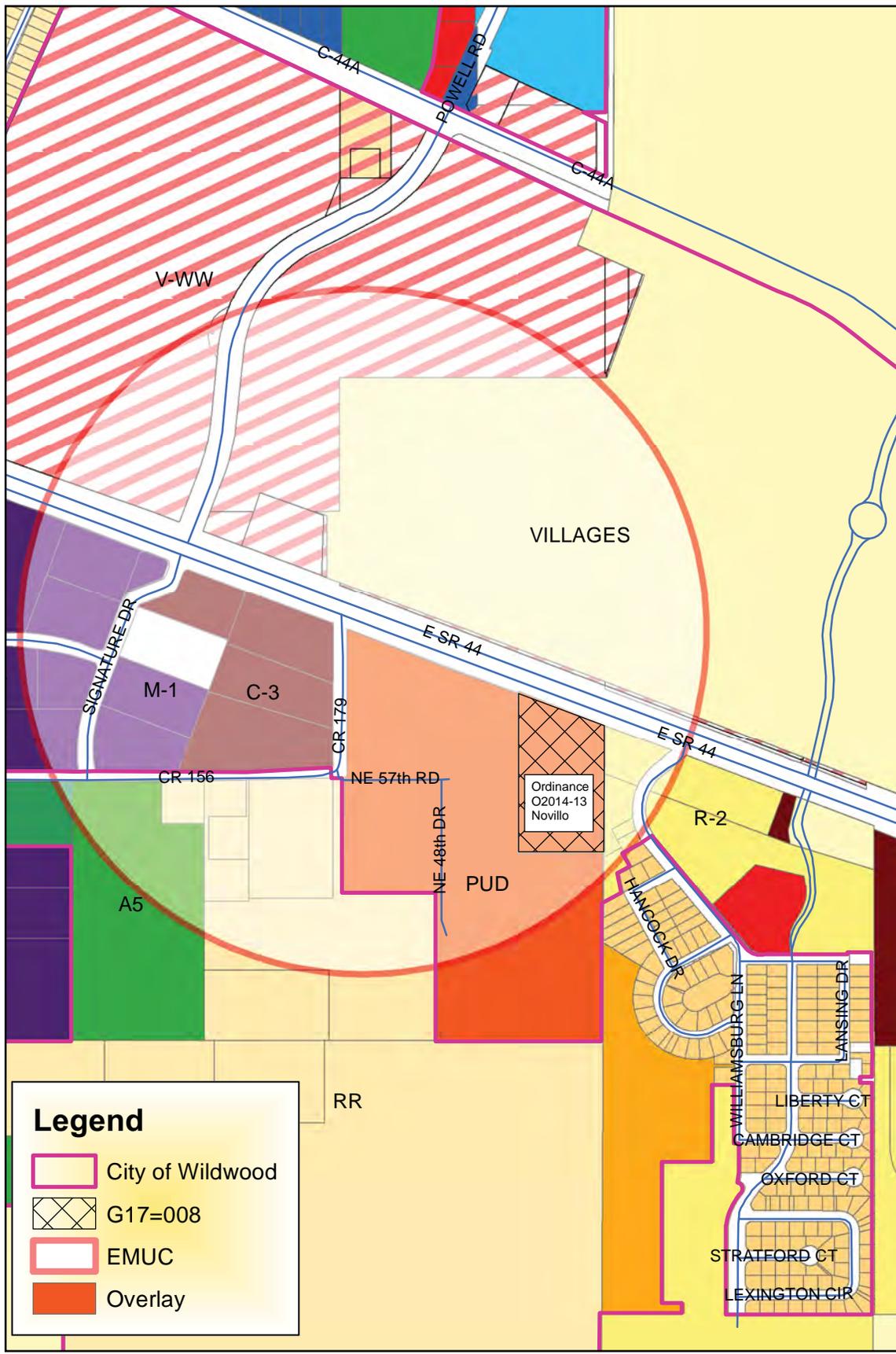


Legend

-  City of Wildwood
-  G17=008

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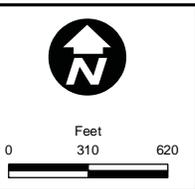
	City of Wildwood 100 North Main Street Wildwood, FL 34485 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 310 620	G17=008 NOVILLO PROPERTY		
				WILDWOOD, FLORIDA	
				FEBRUARY 2014	EXISTING ZONING



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City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
www.wildwood-fl.gov



G17=008 NOVILLO PROPERTY	
WILDWOOD, FLORIDA	
FEBRUARY 2014	OVERLAY ZONING

ORDINANCE NO. 2014-13

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

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

The application filed by Walter X. & Norma G. Novillo (hereinafter referred to as the, "Developer") for a Mixed Use Commercial/Office and Multi-Family Residential Planned Development was heard by and before the City Commission, Wildwood, Florida on this _____ day of _____ 2014. Based upon the verified application and supporting documents, analyses, maps, charts, other evidence and instruments, the advice, report and recommendations of the Project Review Committee and the testimony adduced and evidence received at the Public Hearing by the Planning and Zoning Board on March 4, 2014 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

SECTION 1: GENERAL FINDINGS

- A. That the Novillo Planned Development Application (hereinafter referred to as the "Project") was duly and properly filed herein on December 30, 2013 by the Developer.
- B. That all fees required to be borne and paid by the Developer have been paid in accordance with the City of Wildwood Fee Schedule.
- C. That the Project was reviewed by the Project Review Committee and found to meet or exceed the minimum standards of the City's Comprehensive Plan, Land Development Regulations, Code of Ordinances, and all other applicable ordinances and regulations.
- D. That the Developer intends to develop a Project consisting of 6.9 acres, more or less, which is situated in Wildwood, Florida. This land is legally described in "Exhibit A" attached hereto.
- E. That the Developer has complied with the conceptual development plan provision as required by Section 8.4 of the Land Development Regulations.

- F. That the City has complied with the due notice requirements of subsection 3.3(B)(3) of the Land Development Regulations.

SECTION 2: FINDINGS REGARDING PLANNED DEVELOPMENT OVERLAY

- A. That the Developer has applied for a Mixed Use Planned Development of the lands described in “Exhibit A”.
- B. That the zoning district of the subject land described in “Exhibit A” is classified as Employment Center Neighborhood Mixed Use (ECNMU-7) on the City of Wildwood Zoning Map.
- C. That the Project is consistent with both the City of Wildwood Comprehensive Plan, the intent and purpose of the City of Wildwood Land Development Regulations, and does promote the public health, safety, morals, welfare, and orderly growth of the City of Wildwood.
- D. That the City of Wildwood Land Development Regulations are consistent with the provisions of the “Planned Development Agreement” as hereinafter set forth in Section 3 of this Ordinance. With respect to any conflict between the Land Development Regulations and the “Planned Development Agreement”, the provisions of the “Planned Development Agreement” shall govern. Unless specific conditions are included in the “Planned Development Agreement” waiving or replacing the terms and conditions of the Land Development Regulations, the terms and conditions of the most current Land Development Regulations shall prevail.
- E. This Ordinance shall become effective immediately upon its approval and adoption by the City Commission.

SECTION 3: PLANNED DEVELOPMENT AGREEMENT: GENERAL PROVISIONS

- A. Development Concept. The Project shall be developed as a Planned Development substantially in accordance with this Ordinance. This Planned Development Agreement shall govern the development of the Project.
- B. Conceptual Development Plan. The Project includes a conceptual development plan pursuant to Section 8.4 of the Land Development Regulations. The conceptual development plan prepared by Wicks Engineering Services dated 12-26-13 is incorporated into this Ordinance as “Exhibit B” attached hereto. The conceptual development plan is substantially consistent with City of Wildwood Comprehensive Plan.

- 1) The conceptual development plan illustrates general location of the following land uses:
 - a. Commercial Retail and Office;
 - b. Residential; and
 - c. Recreation: Clubhouse with pool and deck area

C. Development Program. The Project shall be developed in one (1) phase in accordance with the conceptual development plan and this Section. The Project is being developed under the provisions stated in Section 3.21 (Mixed Use Centers) of the Land Development Regulations. Projects less than 10 acres in size are not required to contain the mix of land uses in the ECNMU-7 zoning district as stated in Table 3-5 of the Land Development Regulations and Comprehensive Plan. Projects within Mixed Use Centers shall adhere to the maximum allowable dwelling units and non-residential square footage permissible as established in the planned development agreement. Therefore, the following shall apply:

- 1) Residential. All residential use types shall be allowed within the development, including mobile homes.
- 2) Land Use Breakdown. Acreages devoted to each land use within the Project shall be in accordance with the following table:

Land Use	Total (Acres)
Residential	3.69
Commercial Retail and Office	1.56
Open Space	1.73
Total	6.92

- 3) Maximum Development Potential. Residential and non-residential development shall not exceed the following:

Land Use	Square Feet	Units
Residential		96
Commercial	35,000	

D. Amendments. The Development Services Director, or designee, shall have the authority to approve non-substantial changes to the conceptual development plan without a public hearing. Additional improvements such as paving of parking areas and drive isles, stormwater retention, and connection to City potable water or wastewater shall require an amendment to the project's site plan and may not require an amendment to this Planned Development Agreement. The determination of what

- constitutes a non-substantial change shall be at the Development Services Director's discretion. All modifications requiring an amendment to the Planned Development Agreement shall require review and recommendation of the Planning and Zoning Board and action by the City Commission in the same manner as an Application for Planned Development.
- E. Future Approvals. After this Ordinance is recorded, and prior to any construction occurring, a site plan shall be submitted for review and approval in the manner required by Chapter 4 of the Land Development Regulations.
- F. Principal Uses. Principal uses listed in Chapter 3, Table 3-6 of the Land Development Regulations shall be permitted within the project. Mobile homes may also be considered a principal use for the Project.
- G. Development Standards. Unless otherwise noted, the Project shall adhere to the zoning district standard prescribed in Chapter 3 of the Land Development Regulations for the Employment Center Neighborhood Mixed Use (ECNMU-7) zoning district.
- H. Design District Standards. Unless otherwise noted, the Project shall adhere to the Design District Standards pursuant to section 6.12 of the Land Development Regulations.
- G. Recreation and Open Space. The Project shall maintain a minimum of 25% open space.
- 1) Open Space. Open space shall include wetlands, preservation areas, greenspace, and landscape buffers. Open space may also include trails, plazas, courtyards, and other public similar public areas. Open space may also include recreation areas and amenities provided said amenities or area is not enclosed within conditioned space. For purposes of meeting open space requirements, up to 50% of the drainage retention areas (stormwater management areas) may be included in the open space calculation; however, the amount of open space credit from the drainage retention areas shall not exceed 50% of the open space requirement. Open space shall not include open bodies of water, right-of-ways, yards or lots of record per plat, driveways, off street parking areas or other impervious surface areas that do not meet the criteria.
 - 2) Buffers. The Project shall maintain a 25' buffer along the project's southern, eastern and western boundaries. The project will maintain a 25' buffer along SR 44. Buffers shall contain canopy and

understory trees as well as a 3' tall hedge in accordance with the Design District Standards. A 5' sidewalk shall also be incorporated into the buffer area along the northern boundary of the Project (SR 44).

- 3) Parks and Recreation. The Project shall contain a clubhouse with pool and deck area. No parks shall be required.

H. Environmental Considerations. Environmental Analysis has been waived as the Project has been previously developed.

I. Public Facilities.

- 1) Potable Water, Wastewater, and Reuse Water. The Project will connect to City Water and Wastewater prior to issuance of any Certificate of Occupancy. Reuse water is not currently available to the Project and shall not be required.
- 2) Solid Waste. Solid waste services shall be provided by the City or the City's contracted refuse service provider.
- 3) Stormwater. The Project shall contain a stormwater management system which meets the requirements of the Southwest Florida Water Management District and Chapter 6, Section 6.4 of the City's Land Development Regulations.
- 4) Underground Utilities. All utilities on site shall be located underground. Developer is responsible for running utilities underground for the Project. The City shall insure that any utilities within any public utility easement, serving lands other than the Project, shall be underground.
- 5) Lighting. Exterior lighting of all building and parking lots shall be designed so that light is not directed off of the Project. Exterior light fixtures should be fully shielded or designed with light-angle cut-offs so as to eliminate spill light, trespass light and glare.

J. Access, Parking, and Transportation.

- 1) Access. The Project's main access is off of SR 44, a four lane highway. One access point shall be required for the development. However, location of access point shall be determined by the Florida Department of Transportation (FDOT).

2) Internal Roadways.

- a. The Project shall vacate the existing county road within the existing developed area.
- b. The Project shall provide roadway connection between the Commercial, Residential and Recreational areas. The roadway shall be constructed as per the typical road section shown on the conceptual plan.
- c. The Project shall provide a sidewalk network within the residential area to encourage walking and bicycling within the development. A 5' sidewalk shall be required along both sides of the access road and connect to the required sidewalk along SR 44 within the buffer area.

3) Transportation System Improvements. The Project shall be required to construct a right turn land on SR 44 at the proposed project entrance. The Project is not projected to cause affected roads or intersections to operate below the existing levels of service.

- O. Maintenance of Common Areas. Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be the responsibility of the property owner or its designee such as a property owners association, at no cost or obligation to the City. The Developer shall provide guidelines to the City for approval, not to be reasonably withheld, conditioned or delayed, for the maintenance of common areas. The City will be granted the right to enforce the common areas maintenance obligations against the Developer, as may be applicable, and to be reimbursed for the reasonable attorney's fees, costs and expenses, as may be reasonably incurred by the City.
- P. Enforcement of Rules and Regulations. For the maintenance of the common areas referenced in Section 3(O) above, the applicable provisions in the Guidelines: (i) shall be made applicable to the Project; and (ii) shall be reviewed/approved by the City of Wildwood and a certificate of occupancy being issued for completed improvements; and (iii) will provide that the City of Wildwood shall have the right, but not the obligation, to enforce such maintenance obligations against a violating party and that the City should be entitled to reasonable attorney's fees and costs for enforcement regardless of whether or not a suit has been filed.

- Q. Impact Fees. The Planned Development shall be subject to all impact fees applicable at the time of permitting. All impact fees are to be paid before issuance of any building permit. Proof of Sumter County impact fees paid shall be provided to the City of Wildwood. Any impact fees adopted by the City of Wildwood, Sumter County or the Sumter County School Board prior to issuance of building permits shall also be applicable to the Planned Development.

- R. Expiration of Planned Development Agreement. Actual construction must begin within the Planned Development within 24 months of the final adoption of the Planned Development Agreement. If no construction has started on the approved Planned Development within 24 months, the Planned Development shall lapse and be of no further effect. The City Commission may extend the Planned Development for periods of up to six (6) months provided the applicant can show good cause why said the Project was delayed under the originally approved Planned Development Agreement. However, the City Commission shall not allow extensions beyond 48 months after the effective date of this Ordinance.

PASSED AND ORDAINED in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this ____ day of _____, 2014.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ED WOLF, MAYOR

ATTEST: _____
Marena Roberts, Assistant City Clerk

First Reading: _____

Second Reading: _____

Approved as to Form:

Ashley Hunt, City Attorney

Ordinance O2014-13
“Exhibit A”
Parcel G17=008 (Novillo)
Legal Description

Development Application for Walter X. Novillo and Norma G. Novillo

Legal Description

(Taken from Warranty Deed recorded in Book 926 Pgs 403-404, Sumter County, FL)

PARCEL NO- 1:

Begin at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 23 East, Sumter County, Florida; run West 140 yards; South 105 yards; East 140 yards; North 105 yards to the Point of Beginning.

PARCEL NO. 2:

The East 20 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4, Sumter County, Florida, South of S.R. #44, in Section 17, Township 19 South, Range 23 East.

PARCEL NO. 3:

Beginning at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 23 East, Sumter County, Florida; thence North 89°58'00" West along the South boundary of said Northeast 1/4 of the Northeast 1/4, 420 feet; thence North parallel to the East boundary of said Northeast 1/4 of the Northeast 1/4, 412.34 feet to the Southerly right of way line of said State Road, said point being 50.00 feet from and at right angle to the centerline of said State Road #44; thence South 69°43'30" East along said Southerly-right-of-way line 447.74 feet to the East boundary of said Northeast 1/4 of the Northeast 1/4; thence South along said East boundary 257.43 feet to the point of beginning. Less the East 20 feet thereof.

PARCEL No. 4:

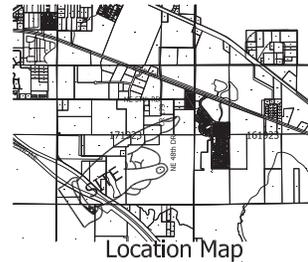
Begin at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 23 East, Sumter County, Florida; run West along the North line of said Southeast 1/4 of the Northeast 1/4, 140 yards; South 105 yards to the point of beginning; thence south 22-1/2 yards; East 140 yards; North 22-1/2 yards; West 140 yards to the point of beginning.

Ordinance O2014-13

“Exhibit B”

Parcel G17=008 (Novillo)

Planned Development Conceptual Plan



Owner: Novillo Walter X and Norma G
3551 Furlong Way
Gotha, Florida 34734

Agent: Wicks Engineering Services, Inc.
C/O Ted Wicks
225 West Main Street
Tavares, Florida 32778
(352) 343-8667

Engineer: Wicks Engineering Services, Inc.
C/O Ted Wicks
225 West Main Street
Tavares, Florida 32778
(352) 343-8667

Notes:

- Total project area 6.92 acres +/-, 6.92 +/- acres net developable
- Future Land use category Employment Center Neighborhood Mixed Use.
- Existing zoning ECNMU-7
- Requested zoning MUPUD
- Net residential density 13.9 du/acre
- Open space 1.73 acres (25%)
- Parking to be by ULI amended standards 25% compact parking and 5% motorcycle parking
- Commercial parking to be provided in commercial area
- Vacate Internal county road R.O.W.
- Central water and sewer from City of Wildwood. Stormwater management by system of pipes and retention ponds. All improvements to be constructed by developer.
- 25' perimeter landscape buffer as shown in detail.
- Potential residential types: multi-family apartments
- Parks and recreation as shown
- Sidewalk location shown in road cross section.
- Skilled nursing and ACLF allowed in commercial areas.
- Employment Center Mixed Use Center
- No wetlands on site
- Project is being developed under the provisions stated in Section 3.21 (Mixed Use Centers) of the Land Development Regulations. Projects less than 10 acres in size are not required to contain the mix of land uses in the ECNMU-7 zoning district as stated in Table 3-5 of the Land Development Regulations and the Comprehensive Plan.

Open Space:
total project area 6.92 acres usable land
commercial land area = 1.56 acres
residential land area = 5.36 acres

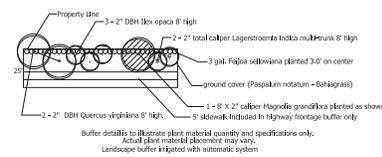
residential buffer open space = 0.84 acres
other residential open space = 0.50 acres
total residential open space = 1.34 acres
1.34 acres/5.36 residential acres = 25% residential open space

commercial buffer open space = .39 acres
total project open space 1.34 + .39 = 1.73 acres
1.73 acres/6.92 project acres = 25% total project open space

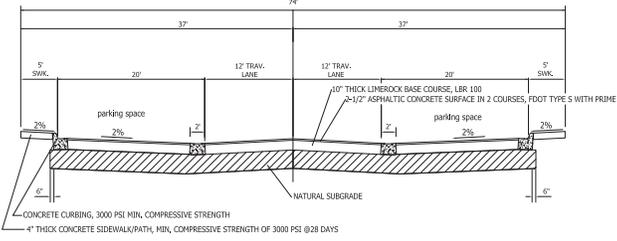
Parking:
35,000 sq ft of commercial
70 spaces required @ 2 spaces per 1000 sq ft average (ULI)
commercial parking to be in commercial area

144 residential parking required @ 1.5 spaces per unit
214 spaces total required

204 car parking spaces
10 motorcycle spaces (5%)
214 spaces total provided

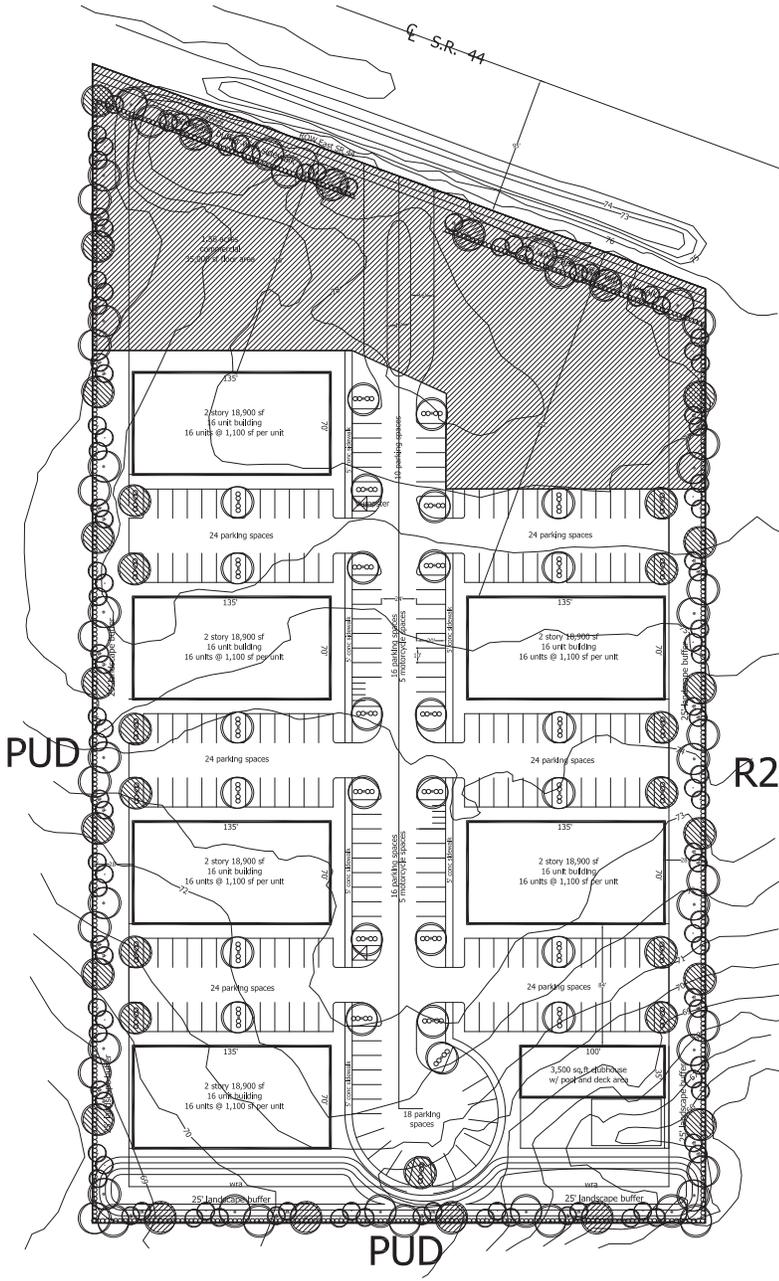


100 Feet of
Typical 25' Perimeter Landscape Buffer
net to scale



Typical Road Section
With Sidewalk and Parking
net to scale

January 15th, 2014
GRAPHIC SCALE



Legal Description:

PARCEL NO. 1:
Begin at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 23 East, Sumter County, Florida; run West 140 yards; South 105 yards; East 140 yards; North 105 yards to the Point of Beginning.

PARCEL NO. 2:
The East 20 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4, Sumter County, Florida, South of S.R. #44, in Section 17, Township 19 South, Range 23 East.

PARCEL NO. 3:
Beginning at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 23 East, Sumter County, Florida; thence North 89°58'00" West along the South boundary of said Northeast 1/4 of the Northeast 1/4, 420 feet; thence North parallel to the East boundary of said Northeast 1/4 of the Northeast 1/4, 412.34 feet to the Southerly right of way line of said State Road, said point being 50.00 feet from and at right angle to the centerline of said State Road #44; thence South 69°43'30" East along said Southerly-right-of-way line 447.74 feet to the East boundary of said Northeast 1/4 of the Northeast 1/4; thence South along said East boundary 257.43 feet to the point of beginning. Less the East 20 feet thereof.

PARCEL No. 4:
Begin at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 19 South, Range 23 East, Sumter County, Florida; run West along the North line of said Southeast 1/4 of the Northeast 1/4, 140 yards; South 105 yards to the point of beginning; thence south 22-1/2 yards; East 140 yards; North 22-1/2 yards; West 140 yards to the point of beginning.

KARENETH R. WICKS, P.E. FL REG. NO. 33274 DATE:

Drawn: LRH	
Checked: KRW	
Date: 01/15/2014	
Scale: AS SHOWN	
REVISION:	DATE:
File No.: 1152014	
Sheet:	

Conceptual Development Plan For:
Novillo Mixed Use PUD
Wildwood, Florida

Novillo Walter X and Norma G
3551 Furlong Way
Gotha, Florida 34734

Wicks Engineering Services, Inc.
225 West Main Street, Tavares, Florida 32778
www.wicksengineering.com (352) 343-8667
C.A. #30062

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Trailwinds Planned Development – RZ 1310-02

Approval of Ordinance O2014-18.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>4/14/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>4/28/14 Adoption</u>

CONTRACT:	<input checked="" type="checkbox"/> N/A	Vendor/Entity:	_____
	Effective Date: _____	Termination Date:	_____
	Managing Division / Dept: _____		_____

BUDGET IMPACT: _____

<input type="checkbox"/> Annual	FUNDING SOURCE:	_____
<input type="checkbox"/> Capital	EXPENDITURE ACCOUNT:	_____
<input checked="" type="checkbox"/> N/A		

HISTORY/FACTS/ISSUES:

The applicant seeks approval from the City Commission for a “Planned Development” (PD) amendment for the Trailwinds project. Trailwinds is a 157 acre mixed use project that was approved through a Planned Development Agreement (Ordinance O2012-07). The modifications are proposed in Ordinance O2014-18.

A recent text amendment to the Future Land Use Element of the City’s Comprehensive Plan designated the Trailwinds development as a Regional Activity Center (RAC) pursuant to F.S. 380.06(2)(e) and Rule 28.24.014(10), F.A.C. Designation as a RAC allows the project to exceed the Development of Regional Impact (DRI) thresholds. As a result of the RAC designation, the applicant is modifying the Planned Development Ordinance (O2012-07) to increase the amount of development that may occur within the Project without undergoing a DRI review.

The Project’s development program is consistent with the underlying Central Mixed Use zoning designation in terms of the required mix of uses and permitted density within the Project. The proposed development program consists of 450 dwelling units, 485,000 SF of commercial retail, 200,000 SF of commercial office, and no less than 9.5 acres of parks. The residential component of the Project allows for a conversion of the residential units to Assisted Living Facility beds.

This Project has been reviewed extensively by the City, County, and Lake-Sumter MPO as to its impacts on public facilities and service as well as on the surrounding neighborhoods. To mitigate the impacts to the transportation network, Ordinance O2014-18 requires the Project to construct a 2nd westbound left turn lane on C-466A at Powell Road and left and right turn deceleration lanes at all site access points. Traffic signals at site access points may also be constructed if warranted by Sumter County. A \$1.8 million developer funded sewer line improvement that is necessary to serve the Project is currently underway.

Throughout the Project, numerous residents within The Villages have voiced concerns about the Project. To further inform the public about the Project, the applicant team held a community meeting on February 19, 2014 at the Wildwood Community Center. The developer has also proposed changes to the conceptual development plan, such as relocating storm water ponds and removing roadways, which will likely reduce the potential impact on the neighboring residents.

The Project meets or exceeds the minimum requirements of the Comprehensive Plan and the Land Development Regulations.

Staff recommends approval of Ordinance #02014-18 for the following reasons:

- The reconfiguration of the Project's development form lessens impacts to the neighboring residents of The Villages;
- The nature and characteristics of the Project are consistent with development trends in the area; and
- Ordinances O2012-07 and O2014-18 include standards and criteria that mitigate the potential impacts of the Project; and
- The Project meets or exceeds the minimum requirements of the Comprehensive Plan and Land Development Regulations.

Case RZ 1310-02 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, April 1, 2014. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of Ordinance O2014-18 subject to:

1. The final Ordinance being amended and restated, in order to have one ordinance that embodies all requirements; and
2. The City Commission having further discussion regarding the necessity of the seven access points proposed along C-466A.

Staff recommends approval of amended and restated Ordinance O2014-18.



Melanie D. Peavy
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, April 1st, 2014 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate to amend and restate Ordinance O2012-07 via Ordinance O2014-18, modifying their conceptual plan and providing for a 296 bed Independent Living Facility; a 462 bed Assisted Living Facility; 485,000 sq. ft. of commercial sales and 200,000 sq. ft. of commercial office space. The site is generally located on the north side of C-466A to the east of the intersection with Powell Road/C-462 near The Villages. The Engineer of Record is Richard Joudrey, P.E. with AVID Group of Palm Harbor, Florida.

Case: RZ 1310-02

Parcels: G03=004, G04=004, and G04=021

Owner: Word Family, LLC (Tom Word)

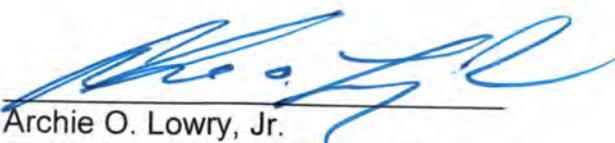
Applicant: AVID Group on behalf of the Word Family, LLC

Under subsections 1.7(B)(2), 3.3(B)(3), and 8.2(E) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the criteria for the approval of zoning amendments as defined in subsection 3.3(B)(4) of the LDRs.

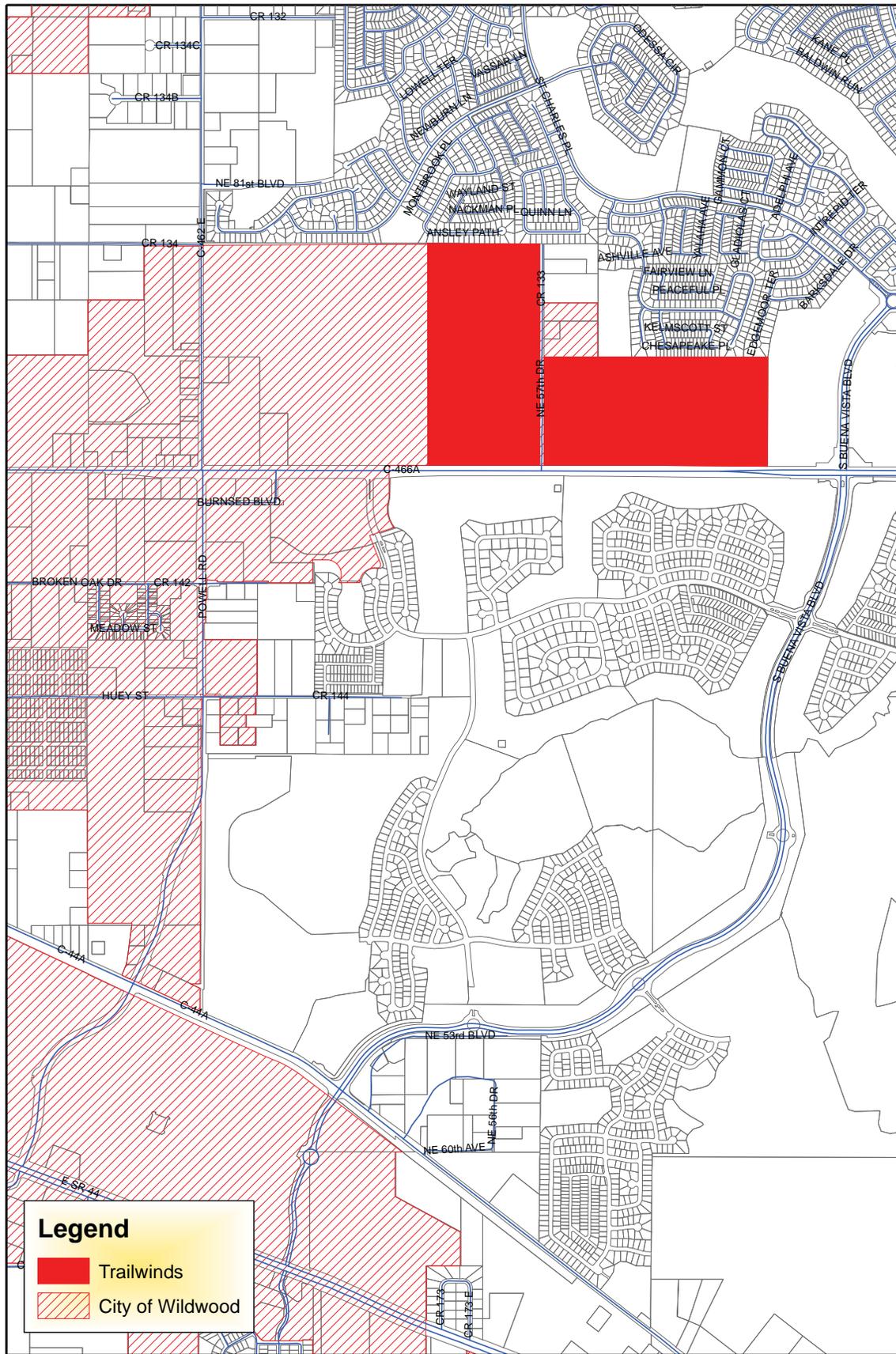
Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of Ordinance O2014-18 to the City Commission, subject to:

1. The Ordinance being amended and restated, in order to have one ordinance that embodies all requirements; and
2. The City Commission having further discussion regarding the necessity of the seven access points proposed along C-466A.

Dated: April 1, 2014



Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



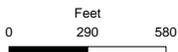
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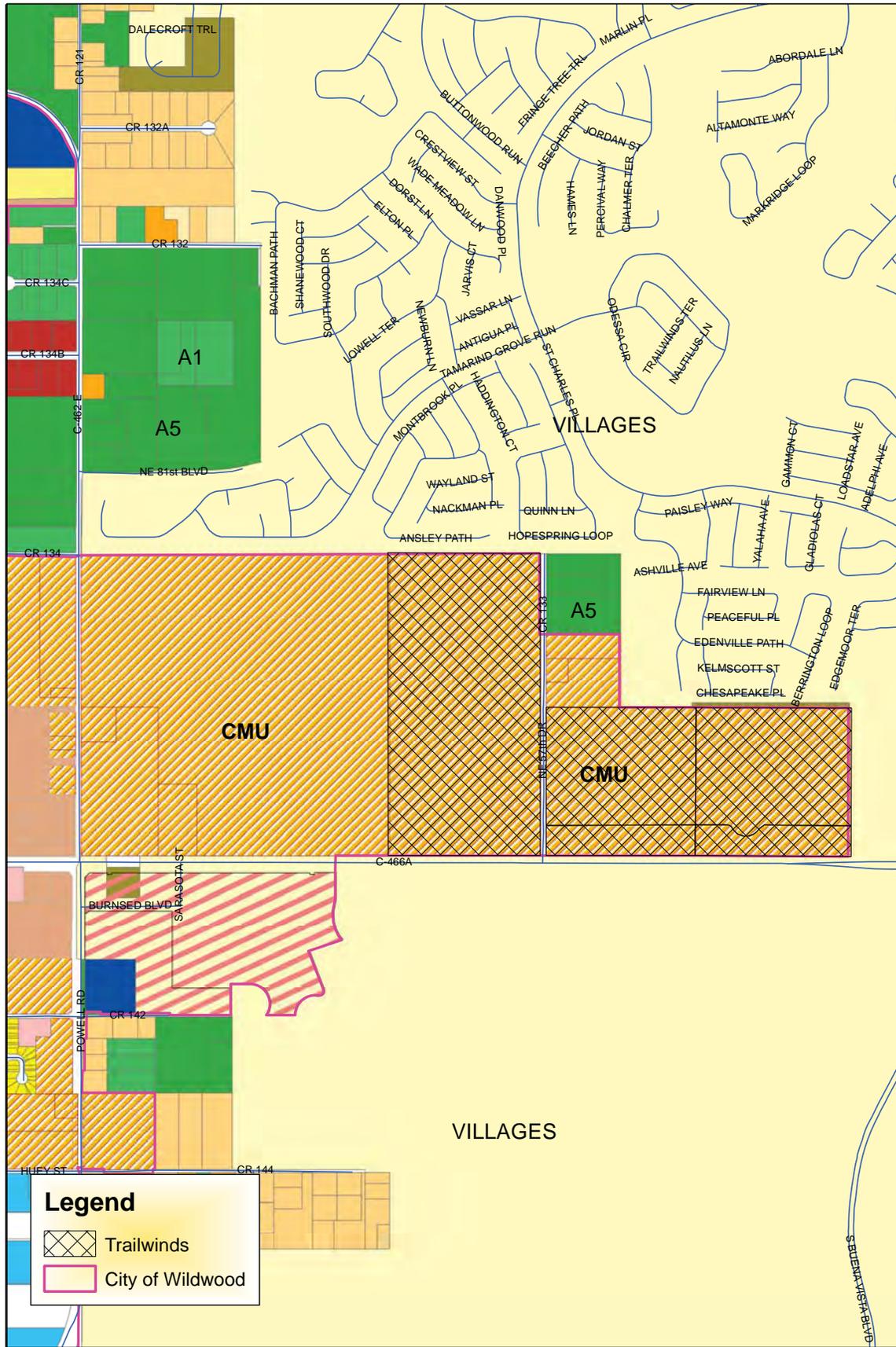
- Trailwinds
- City of Wildwood



City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
www.wildwood-fl.gov



TRAILWINDS	
WILDWOOD, FLORIDA	
FEBRUARY 2014	LOCATION MAP



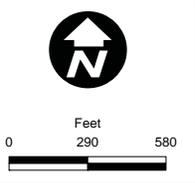
Legend

- Trailwinds
- City of Wildwood

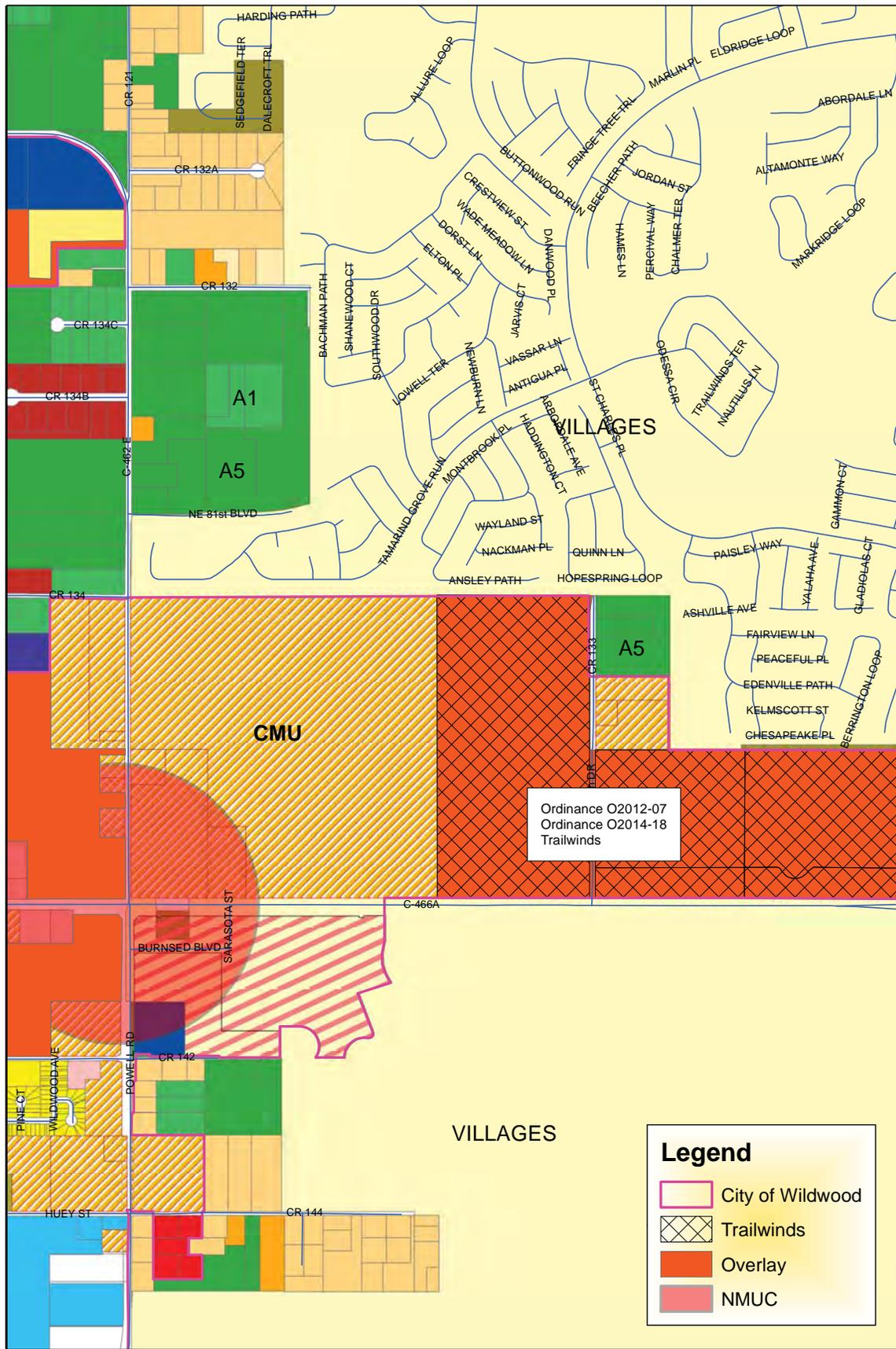
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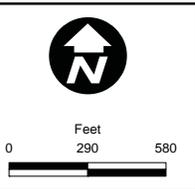
TRAILWINDS	
WILDWOOD, FLORIDA	
FEBRUARY 2014	EXISTING ZONING



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City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
www.wildwood-fl.gov



TRAILWINDS	
WILDWOOD, FLORIDA	
FEBRUARY 2014	ZONING OVERLAY

ORDINANCE NO. O2014-18

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE O2012-07 CONCERNING THE TRAILWINDS VILLAGE PLANNED DEVELOPMENT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Word Family LLC Planned Development Application was filed on October 31, 2011;

WHEREAS, the City Commission of the City of Wildwood Florida passed and ordained Ordinance O2012-07 on February 27, 2012;

WHEREAS, said Ordinance was recorded April 11, 2012, in O.R. Book 2433, Page 689, Public Records of Sumter County, Florida;

WHEREAS, the Word Family LLC Planned Development Amendment Application was filed on September 30, 2013;

WHEREAS, the City now wishes to Amend and Restate Ordinance O2012-07 in its entirety by enacting this Ordinance O2014-18; and

WHEREAS, it is the intention of the City for this amendment and restatement to supersede Ordinance O2012-07.

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

The application filed by Word Family LLC (hereinafter referred as the, "Developer") for a Planned Development Amendment was heard by and before the City Commission, Wildwood, Florida on this _____ day of _____ 2014. Based upon the verified application and supporting documents, analyses, maps, charts, other evidence and instruments, the advice, report and recommendations of the Project Review Committee and the testimony adduced and evidence received at the Public Hearing by the Planning and Zoning Board on April 1, 2014 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

SECTION 1: GENERAL FINDINGS

- A. That the Word Family LLC Planned Development Application (hereinafter referred to as the "Project") was duly and properly filed herein on October 31, 2011.
- B. That the Word Family LLC Planned Development Amendment Application was duly and properly filed on September 30, 2013.

- C. That all fees required to be borne and paid by the Developer have been paid in accordance with the City of Wildwood Fee Schedule.
- D. That the Project was reviewed by the Project Review Committee and found to meet or exceed the minimum standards of the City's Comprehensive Plan, Land Development Regulations, Code of Ordinances, and all other applicable ordinances and regulations.
- E. That the Developer intends to develop a Project consisting of 157.02 acres, more or less, which is situated in Wildwood, Florida. This land is legally described in "Exhibit A" attached hereto.
- F. That the Developer has complied with the conceptual development plan provision as required by Section 8.4 of the Land Development Regulations.
- G. That the City has complied with the due notice requirements of subsection 3.3(B)(3) of the Land Development Regulations.

SECTION 2: FINDINGS REGARDING PLANNED DEVELOPMENT OVERLAY

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

- E. This Ordinance shall become effective immediately upon its approval and adoption by the City Commission.

SECTION 3: PLANNED DEVELOPMENT AGREEMENT: GENERAL PROVISIONS

- A. Development Concept. The Project shall be developed as a Planned Development substantially in accordance with this Ordinance. This Planned Development Agreement shall govern the development of the Project.

- B. Conceptual Development Plan. The Project includes a conceptual development plan pursuant to Section 8.4 of the Land Development Regulations. The conceptual development plan prepared by AVID Group dated March 24, 2014 (revision date) is incorporated into this Ordinance as “Exhibit B” attached hereto. The conceptual development plan is substantially consistent with City of Wildwood Comprehensive Plan.
 - 1) The conceptual development plan illustrates the general location of the following land uses:
 - a. Residential: Adult Living Facility (ALF) and Independent Living Facility (ILF);
 - b. Commercial Office and Medical Office;
 - c. Commercial Sales and Retail; and
 - d. Recreational (Parks)
 - 2) The conceptual development plan is conceptual in nature and may be affected or modified by final zoning approval and conditions, by compensating storage capacity in flood prone areas, final wetland or protected species locations and jurisdictional boundaries, final engineering, permitting, surveys, or conservation easements.

- C. Development Program. The Project shall be developed in a single phase in accordance with the conceptual development plan and this Section.
 - 1) Residential Development. The residential component of the Project shall contain a mix of two (2) or more housing types. Assisted Living Facilities and Independent Living Facilities each count as one (1) housing type. Conversions of ALF beds and ILF units to other residential units are permitted. Three (3) ALF beds shall equal one (1) residential unit. One (1) ILF unit shall equal one (1) residential unit.

- 2) Land Use Breakdown. Acreages devoted to each land use over the life of the Project shall be in accordance with the following table:

Land Use	Total (Acres)
Residential (ALF and ILF)	32.20
Commercial and Medical Office	10.02
Commercial Sales and Retail	61.31
Recreation	9.59
Total	113.12

Note: There are 43.90 acres within the nonresidential areas that consist of drainage retention areas, open space, and right-of-way for total project acreage of 157 +/- acres.

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

Land Use	Square Feet (SF)	Beds/Units
Residential		462 (ALF beds) 296 (dwelling units)
Office	200,000	
Retail	485,000	

- 4) Land Use (Trip) Equivalency Matrix. Land uses may be converted in accordance with the following Table provided doing so does not exceed Development of Regional Impact thresholds for the Regional Activity Center, as established by F.S. § 380.06(2)(d) and Chapter 28-24, Florida Administrative Code. The coefficients are based on the trip generation, per the Institute of Transportation Engineers Trip Generation Manual, 9th Edition.

	Change To						
	Residential, Condo/Townhome (Per Unit)	Residential, Apartment/Multi-Family (Per Unit)	Residential, ACLF (Per Bed)	Residential, ILF (Per Unit)	Commercial Sales (1,000 SF)	General Office (1,000 SF)	Medical Office (1,000 SF)

Change From	Residential, Condo/Town Home (Per Unit)	N/A	1.701	0.616	0.762	8.505	4.219	10.039
	Residential, Apartment/Multi-Family (Per Unit)	0.588	N/A	0.362	0.448	5.001	2.480	5.902
	Residential, ACLF (Per Bed)	1.625	2.763	N/A	1.239	13.818	6.854	16.310
	Residential, ILF (Per Unit)	1.312	2.231	0.807	N/A	11.155	5.533	13.167
	Commercial Sales (1,000 SF)	0.118	0.200	0.072	0.090	N/A	0.496	1.180
	General Office (1,000 SF)	0.237	0.403	0.146	0.181	2.016	N/A	2.380
	Medical Office (1,000 SF)	0.100	0.169	0.061	0.076	0.847	0.420	N/A

Example #1: To convert from Commercial Sales to Medical Office
 Take the desired sq.ft. of Medical Office and multiply by the equivalency factor to get the equivalent sq.ft. of Commercial Sales
 20,000 sq.ft. of Medical Office * 1.180 (Commercial Sales equiv. Factor) = 23,600 sq.ft. of Commercial Sales
 To add 20,000 sq.ft. of Medical Office, you reduce Commercial Sales by 23,600 sq.ft.

Example #2: To convert from Commercial Sales to ACLF Beds
 Take the desired ACLF Beds and multiply by the equivalency factor to get the equivalent sq.ft. of Commercial Sales
 200 ACLF Beds * 0.072 (Commercial Sales equiv. factor) = 14.4 * 1,000 = 14,400 sq.ft. Commercial Sales
 To add 200 ACLF Beds, you reduce Commercial Sales by 14,400 sq.ft.

5) Signage.

- a) The Project may contain up to three (3) Shopping/Office Center signs. The signs shall be located within the landscaped medians at the project entrances at C-466A.
- b) The Shopping/Office Center signs shall be monument signs and shall consist of one (1) Type A sign and two (2) Type B signs as shown on “Exhibit E.”
- c) All other signage including directional and occupant identification is required to meet the City’s Design District Standards for signage.

D. Amendments. The Development Services Director, or designee, shall have the authority to approve non-substantial changes to the conceptual development plan without a public hearing. The determination of what constitutes a non-substantial change shall be at the Development Services Director’s discretion. All modifications requiring an amendment to the Planned Development Agreement shall require review and recommendation of the Planning and Zoning Board and action by the City Commission in the same manner as an Application for Planned Development.

E. Future Approvals. After this Ordinance is recorded, and prior to any construction occurring, a site plan or subdivision preliminary plan shall be submitted for review and approval in the manner required by Chapter 4 or

Chapter 5 of the Land Development Regulations, whichever Chapter is applicable:

- 1) Developer's Agreement. Prior to approval of a site plan or a subdivision preliminary plan, the City and the Developer agree to enter into Utility or Developer's Agreements to address the provision of water, wastewater and reuse water to the Project. The agreement shall also specify, among other items, the ownership and maintenance of infrastructure associated with the Project.
- F. Principal Uses. The following uses shall be allowed within the Project.
- 1) All permitted principal uses listed in Chapter 3, Table 3-6 of the Land Development Regulations for the CMU zoning district.
 - 2) Retail and wholesale commercial establishments for lumber, building and landscaping supplies, equipment, and other similar uses. However, the outside storage of goods must be:
 - a) Located contiguous either behind or flanking the principal structure;
 - b) Enclosed by a screen or other similar material; and
 - c) Architecturally compatible with the principal structure.
 - 3) Indoor shooting range and gun shop, including the sale, rental, and repair/service of firearms, ammunition, and other shooting accessories and sporting goods. The indoor gun range shall be designed to contain projectiles, debris and pollution within the building through the use of baffles, backstops, HVAC systems, soundproofing, or other barriers. Noise levels measured at the property line shall not exceed sixty (60) dBA. Parking requirements shall be 1 parking space per shooting lane, plus 4 spaces per 1,000 sq.ft. of retail sales and office area, plus 10 spaces per instructional classroom, if any.
 - 4) Indoor self-storage facility. No outdoor storage of RVs, boats, campers, vehicles, other similar equipment and items is allowed unless completely enclosed and screened by a wall that is architecturally compatible with the principal structure.
 - 5) Temporary sales/leasing office (modular building or trailer).
- G. Development Standards. Unless otherwise noted, the Project shall adhere to the zoning district standards prescribed in Chapter 3 of the Land Development Regulations for the Central Mixed Use (CMU) zoning district.
- H. Design District Standards. Unless otherwise noted, the Project shall adhere to the Community Design District Standards pursuant to section 6.12 of the Land Development Regulations.
- I. Recreation and Open Space. The Project shall maintain a minimum of 15% open space.

- 1) Parks and Recreation. The Project shall contain a minimum of 9.5 acres of parks which may include both passive and active recreation parks.
- 2) Buffers.
 - a) The Project shall contain a 25' perimeter landscape buffer along CR 466 and along the northern boundary where it abuts platted single-family subdivision lots within The Villages of Sumter. The buffer is intended to protect the privacy and well-being of the adjacent homes within The Villages and to mitigate potential visual and noise impacts of the Project. The buffer will be continuous and contain canopy and understory trees as well as a 3' tall hedge in conformance with the buffer detail sections incorporated into this Ordinance as "Exhibit C."
 - b) The width of the perimeter buffer described above may be reduced to 20' on eastern and western property lines, along NE 57th Drive, and on the northern property line where the property does not border a home within The Villages.
 - c) The Project will also contain 10' wide interior buffers in instances where there is a change of land use and along both sides of internal roadways (public and private) as depicted on "Exhibit C" and the typical internal roadway section as depicted on "Exhibit D".
 - d) Any on-site booster pumps, tanks, or lift stations needed to serve the Project shall be screened, buffered and located outside of the perimeter buffer.
- 3) Open Space. Open space shall include wetlands, preservation areas, greenspace, and landscape buffers. Open space may also include trails, plazas, courtyards, and other public similar public areas. Open space may also include recreation areas and amenities provided said amenities or area is not enclosed within conditioned space. For purposes of meeting open space requirements, up to 50% of the drainage retention areas (stormwater management areas) may be included in the open space calculation; however, the amount of open space credit from the drainage retention areas shall not exceed 50% of the open space requirement. Open space shall not include right-of-ways, driveways, off street parking areas or other impervious surface areas that do not meet the criteria.

J. Environmental Considerations.

- 1) Gopher Tortoise Survey. As stated in the Preliminary Protected Species Assessment submitted with the Planned Development application, a gopher tortoise survey is required 90 days prior to any construction activities taking place. If tortoises are found on the

Project, a relocation permit from the Florida Fish and Wildlife Conservation Commission may be required.

- 2) Wetlands. The Project contains a 0.36 acre wetland as shown on the conceptual development plan. A 15' minimum, 25' average buffer is required along the preserved wetland. The wetland and associated wetland buffer may be utilized as a passive recreation park.

K. Public Facilities.

- 1) Potable Water, Wastewater, and Reuse Water. The Project shall be connected to the City's water and wastewater system prior to any certificates of occupancy being issued. The Project will also connect to the City's reuse water system prior to certificates of occupancy being issued, if available. Expansion of the City's Potable Water and Sanitary Sewer systems, including necessary utility easements, shall be negotiated by a separate Developer's Agreement between the City and the Developer. Said agreement shall specify cost, ownership and maintenance, and timetables for delivery of services.
- 2) Solid Waste. Solid waste services shall be provided by the City or the City's contracted refuse service provider.
- 3) Stormwater. The Project shall contain a stormwater management system which meets the requirements of the Southwest Florida Water Management District, and Chapter 6, section 6.4 of the City's Land Development Regulations.
- 4) Underground Utilities. All on site utilities shall be underground. Developer is responsible for running utilities underground for the Project. The City shall insure that any utilities within any public utilities easement serving lands other than the Planned Development shall be underground.
- 5) Lighting. Exterior lighting of all buildings and parking lots shall be designed so that light is not directed off the Project. Exterior light fixtures should be fully shielded or designed with light-angle cut-offs so as to eliminate spill light, trespass light, and glare.
- 6) Transportation Concurrency: There is sufficient roadway capacity available to accommodate the Project at buildout. The responsibility to fund the improvements listed in Section L of this ordinance, in part or whole, will be the responsibility of the applicant/developer.

L. Access and Transportation

- 1) Access.

- a. CR 466A. CR 466A is owned, operated, and maintained by Sumter County. Seven (7) access points to the Project may be permitted along CR 466A if approved by Sumter County.
- b. CR 133. To ensure the traffic generated by the Project does not adversely impact the existing residents along CR 133, the Project shall construct an internal roadway parallel to CR 133 as indicated on the conceptual development plan as shown in “Exhibit B” unless superseded by a future agreement. This internal roadway shall be buffered from CR 133 as described herein.
- c. NE 57th Drive. NE 57th Drive is an unimproved road that currently provides ingress and egress to several homes along CR 133 (north of the Project). The Project shall ensure two (2) access points to CR 133 are provided along the Project’s internal roadways as shown on the conceptual development plan.
- d. Interconnectivity to the West. The Project is required to provide three (3) road stub-outs for future connection through the adjoining property to the west for future connectivity to C-462 as shown on the conceptual development plan.

2) Transportation System Improvements. The Developer shall be fully responsible for the following improvements to the transportation system to mitigate transportation impacts of the Project. These improvements were identified in the Traffic Impact Analysis submitted with the Planned Development amendment application:

- a. The Developer shall construct a second westbound turn lane on CR 466A to Powell Road in order to maintain a level of service (LOS) “C” at the intersection of CR 462/Powell Road and CR 466A.
- b. The Developer shall construct left and right turn deceleration lanes at all site access points to ensure safe and efficient operations to and from the Project.
- c. The Developer shall install a traffic signal at the main access point to the Project (Access #3 on the conceptual development plan) prior to the Project reaching 40% of buildout.
- d. The Developer shall install a second traffic signal (if and when deemed warranted by Sumter County) at the access point identified as Access #5 on the conceptual development plan.
- e. The Developer shall upgrade the traffic signal at the CR 466A/ Pinellas Place intersection (if approved by Sumter County) if the Developer constructs the off-site access connection to the Project.

- f. The Developer acknowledges that C-466A and C-462 are ongoing transportation system improvements by Sumter County that are not yet complete. At 40% of the Project buildout, the Developer is required to conduct a Traffic Impact Study to re-evaluate the Project's traffic impacts. Additional mitigation may be required as determined by the study.

3) Internal Roadways and Multi-Use Trails.

- a. Individual development pods and land uses shall be interconnected by a series of roadways and trails within the Project. Internal roadways and trails shall be developed in accordance with the conceptual development plan and the typical roadway section incorporated into this Ordinance as "Exhibit D."
- b. The Project shall provide a system of multi-use trails and sidewalks that encourage walking and bicycling within the development as shown on the conceptual development plan and on "Exhibit D." One side of the road shall contain a 12' wide (minimum) multi-use path which may be reduced to 5' south of the frontage road to provide a transition to the sidewalk along CR 466A.
- c. Golf carts. Golf carts may be allowed to utilize the multi-use paths or internal roadways within the Project pending final engineering approval at the time of site plan. The Developer is aware that golf carts are not allowed to access or cross CR 466A per the regulations of Sumter County.

M. Maintenance of Common Areas. Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be the responsibility of the property owner or its designee such as a property owners association, at no cost or obligation to the City. The Developer shall provide guidelines to the City for approval, not to be reasonably withheld, conditioned or delayed, for the maintenance of common areas. The City will be granted the right to enforce the common areas maintenance obligations against the Developer, as may be applicable, and to be reimbursed for the reasonable attorney's fees, costs and expenses, as may be reasonably incurred by the City.

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

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

- O. Impact Fees. The Planned Development shall be subject to all impact fees applicable at the time of permitting. All impact fees are to be paid before issuance of any building permit. Proof of Sumter County impact fees paid shall be provided to the City of Wildwood. Any impact fees adopted by the City of Wildwood, Sumter County or the Sumter County School Board prior to issuance of building permits shall also be applicable to the Planned Development.

- P. Expiration of Planned Development Agreement. Actual construction must begin within the Planned Development within 24 months of the final adoption of the Planned Development Agreement. If no construction has started on the approved Planned Development within 24 months, the Planned Development shall lapse and be of no further effect. The City Commission may extend the Planned Development for periods of up to six (6) months provided the applicant can show good cause why said the Project was delayed under the originally approved Planned Development Agreement. However, the City Commission shall not allow extensions beyond 48 months after the effective date of this Ordinance.

PASSED AND ORDAINED in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this ____ day of _____, 2014.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Marena Roberts, Asst. City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to Form:

Ashley Hunt, City Attorney

Ordinance O2014-18
“Exhibit A”
Trailwinds Village Planned Development
Legal Description

**LEGAL DESCRIPTION
FOR TRAILWINDS VILLAGE
PLANNED DEVELOPMENT**

LEGAL DESCRIPTION PER BOUNDARY & TOPOGRAPHIC SURVEY BY WILLIAM S. BARLEY, PS&M, OF FARNER BARLEY AND ASSOCIATES, INC., DATED APRIL 4, 2007:

LEGAL DESCRIPTION:

(PROVIDED BY CLIENT)

THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS AND EXCEPT RIGHT OF WAY OF CR 466-A AND C.R. 137.

Ordinance O2014-18
“Exhibit B”
Trailwinds Village Planned Development
Conceptual Development Plan

NO.	DATE	DESCRIPTION
1	2-21-14	REVISED PER CITY COMMENTS
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

SCALE: 1" = 200'

DRWING BY: [Name]

CHECKED BY: [Name]

DATE: 09-27-13

BY A REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR

COA 18136 LB 2945 LC 00000001

BARCLAY GROUP

CIVIL ENGINEERING 2000 CURLEW ROAD STE 201
LAKELAND, FLORIDA 33803
LAND PLANNING
TRAFFIC TRANSPORTATION 34683
ENVIRONMENTAL SCIENCES
SURVEYING
GIS AND GIS/COMP

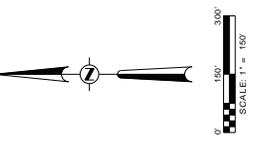
AVID GROUP

ENVIROMENTAL SCIENCES
TRAFFIC TRANSPORTATION 34683
LAND PLANNING
SURVEYING
GIS AND GIS/COMP

TRAILWINDS VILLAGE

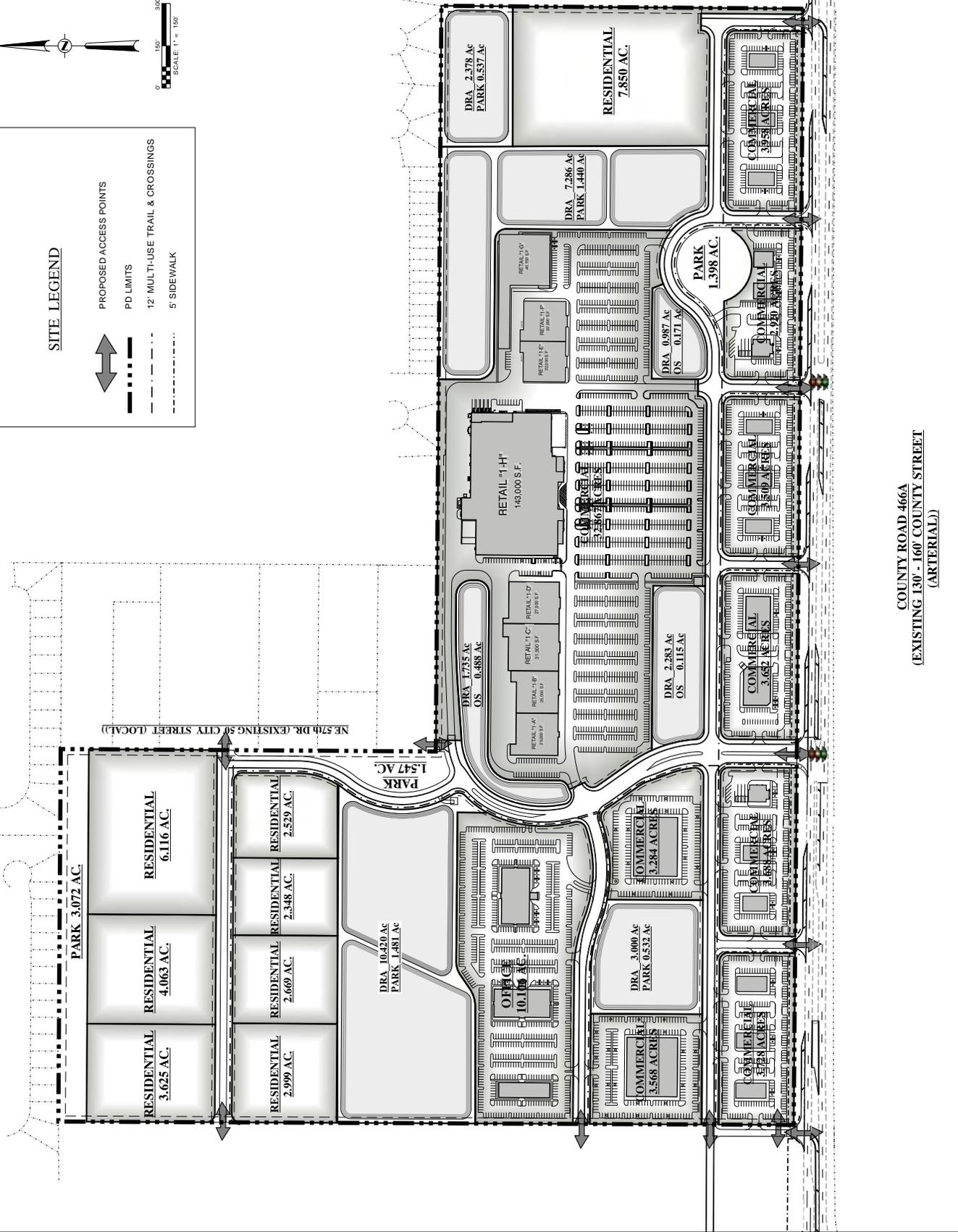
OVERALL CONCEPT PLAN

CITY OF WILWOOD, SUMTER CO.



SITE LEGEND

- PROPOSED ACCESS POINTS
- PD LIMITS
- 12' MULTI-USE TRAIL & CROSSINGS
- 5' SIDEWALK



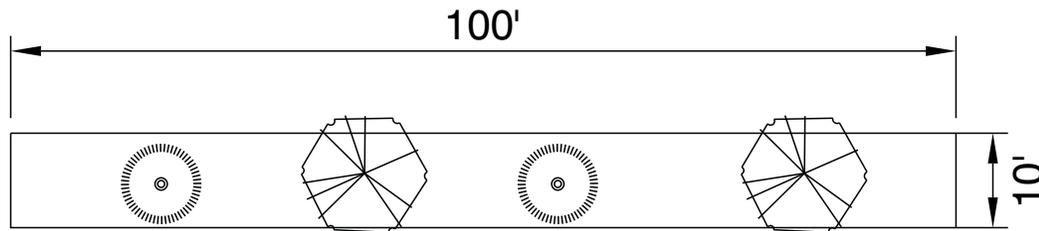
COUNTY ROAD 466A
(EXISTING 130' - 160' COUNTY STREET
(ARTERIAL))

Ordinance O2014-18

“Exhibit C”

Trailwinds Village Planned Development

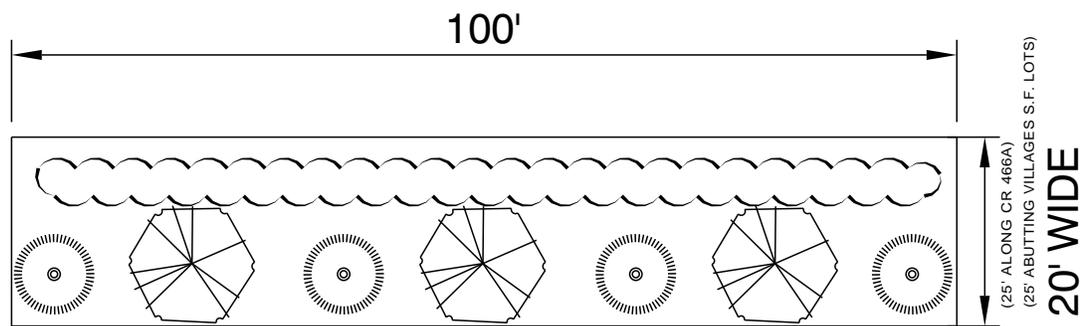
Buffer Details and Typical Pond and Linear Park Section



PD PROJECT INTERIOR BUFFER DETAIL

2 CANOPY TREES
2 UNDERSTORY TREES
NTS

* SPACING SHOWN IS FOR ILLUSTRATIVE PURPOSES. LANDSCAPING MAY BE CLUSTERED FOR AESTHETICS, TREE PROTECTION, OR DUE TO SITE/DESIGN CONSTRAINTS. PROTECTED TREES MAY BE COUNTED TOWARDS PLANTING REQUIREMENTS.



PD PROJECT PERIMETER BUFFER DETAIL

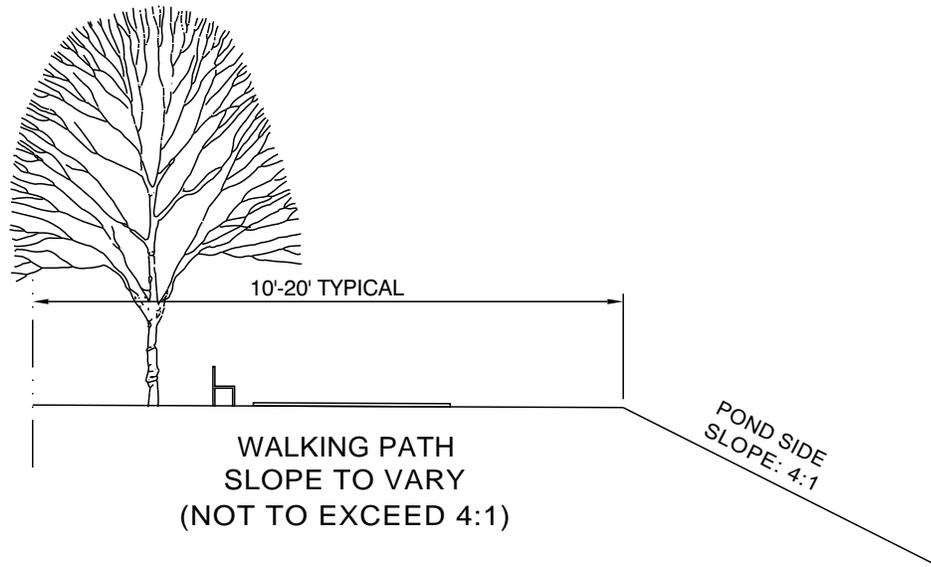
3 CANOPY TREES
5 UNDERSTORY TREES
CONTINUOUS 3-FT TALL HEDGE
NTS

* SPACING SHOWN IS FOR ILLUSTRATIVE PURPOSES. LANDSCAPING MAY BE CLUSTERED FOR AESTHETICS, TREE PROTECTION, OR DUE TO SITE/DESIGN CONSTRAINTS. PROTECTED TREES MAY BE COUNTED TOWARDS PLANTING REQUIREMENTS.



CIVIL ENGINEERING 2300 CURLEW ROAD STE 201
LAND PLANNING PALM HARBOR, FLORIDA
TRAFFIC/TRANSPORTATION 34683
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL SCIENCES PHONE (727) 789-9500
SURVEYING FAX (727) 784-6662
GIS AVIDGROUP.COM

TYPICAL BUFFERS
TRAILWINDS VILLAGE PD



TYPICAL POND AND LINEAR PARK SECTION

NTS



CIVIL ENGINEERING 2300 CURLEW ROAD STE 201
LAND PLANNING PALM HARBOR, FLORIDA
TRAFFIC/TRANSPORTATION 34683
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL SCIENCES PHONE (727) 789-9500
SURVEYING FAX (727) 784-6662
GIS AVIDGROUP.COM

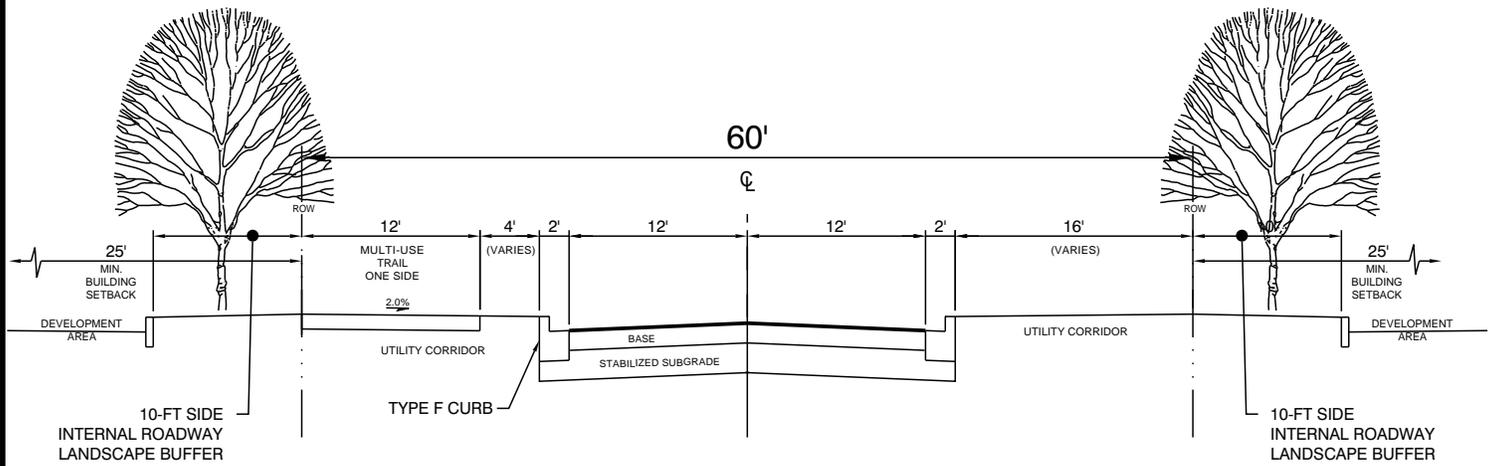
**TYPICAL POND AND LINEAR
PARK SECTION
TRAILWINDS VILLAGE PD**

Ordinance O2014-18

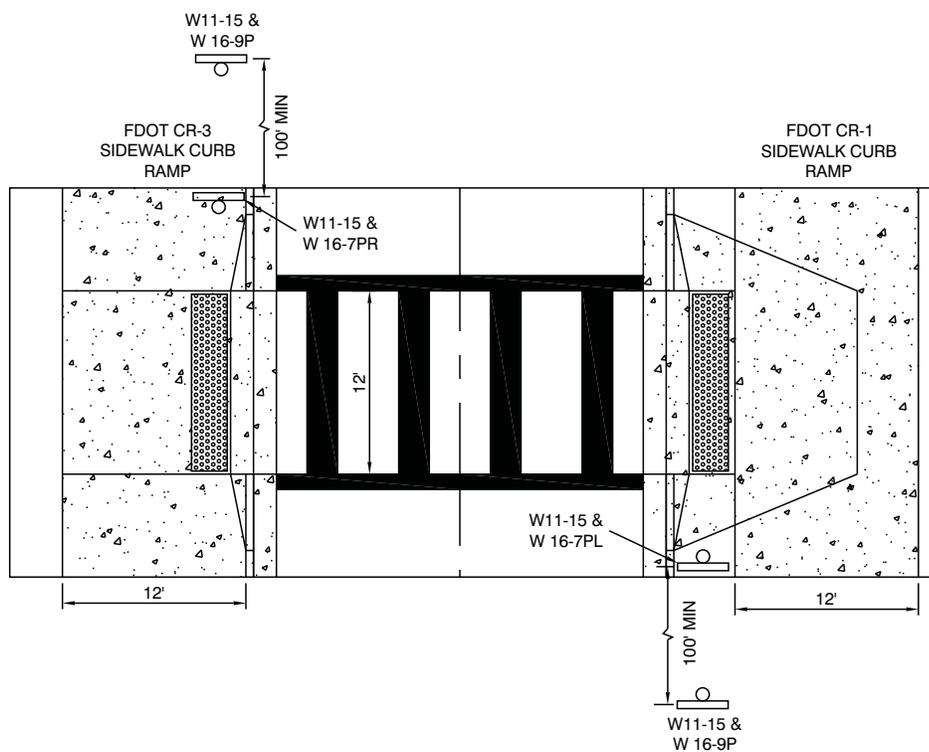
“Exhibit D”

Trailwinds Village Planned Development

Typical Internal Roadway Section and Typical Multi-Use Trail Crossing



TYPICAL INTERNAL ROADWAY SECTION
NTS



TYPICAL MULTI-USE TRAIL CROSSING

* CROSSING LOCATIONS SHOWN ARE CONCEPTUAL AND SUBJECT TO SITE PLAN REVIEW AND APPROVAL BY THE CITY FOR EACH PARCEL.



CIVIL ENGINEERING 2300 CURLEW ROAD STE 201
 LAND PLANNING PALM HARBOR, FLORIDA
 TRAFFIC/TRANSPORTATION 34683
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL SCIENCES PHONE (727) 789-9500
 SURVEYING FAX (727) 784-6662
 GIS AVIDGROUP.COM

**TYPICAL INTERNAL
 ROADWAY SECTION
 TRAILWINDS VILLAGE PD**

Ordinance O2014-18

“Exhibit E”

Trailwinds Village Planned Development

Shopping/Office Center Signage Plan

ORDINANCE NO. O2014-23

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING SECTION 3.16 MOBILE HOME PARKS, SECTION 5.5 IMPROVEMENT PLAN SUBMITTAL REQUIREMENTS, SECTION 5.6 FINAL PLAT SUBMITTAL REQUIREMENTS, SUBSECTION 6.2(C) POTABLE WATER SYSTEM DESIGN, AND SECTION 8.2 PLANNED DEVELOPMENTS, OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA; PERTAINING TO MOBILE HOME PARK PERIMETER SETBACKS, PERFORMANCE BOND REQUIREMENT TIMING DURING THE SUBDIVISION PROCESS, UNIFORM STANDARDS FOR THE PAINTING OF FIRE HYDRANTS IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARD 291, "RECOMMENDED PRACTICE FOR FIRE FLOW TESTING AND MARKING OF HYDRANTS," 2013 EDITION, AND PLANNED DEVELOPMENT PROCEDURES FOR THE HEARING OF PLANNED DEVELOPMENT CASES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to clarify the intent of subsection 3.16(C)(6) as applying to mobile home park perimeter setbacks within the Land Development Regulations;

WHEREAS, the City wishes to delete subsection 5.5(D)(10) of the Land Development Regulations requiring a performance bond at the Improvement Plan stage of the Subdivision process;

WHEREAS, the City wishes to insert subsection 5.6(C)(2) *Performance Bond* into the Land Development Regulations requiring a performance bond at the Final Plat stage of the Subdivision process and renumbering the balance of subsection 5.6(C);

WHEREAS, the City wishes to modify subsection 6.2(C)(12) to provide uniform standards for the painting of fire hydrants in accordance with NFPA 291 pertaining to hydrant marking;

WHEREAS, the City wishes to modify section 8.2 removing language to bring the section into accordance with the overall intent and practice of reviewing planned developments; and

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

SECTION 1. The amendments to section 3.16 *Mobile home parks* of the Land Development Regulations are shown with ~~strike through~~ for deletions and underline for additions and include:

(C) The following requirements are for mobile home parks having a common real property ownership and renting lots to individual tenants. Mobile home parks that execute private ownership agreements must also follow these requirements.

(6) ~~Yard requirements~~Mobile Home Park Perimeter Setbacks. In addition to the individual lot setbacks required in Table 3-4: Density, Intensity, and Lot Standards, Mobile home ~~lot parks~~ shall have the following ~~yard requirements~~ park perimeter setbacks:

- (a) Front: 35 feet.
- (b) Side: 25 feet each side.
- (c) Rear: 25 feet.

SECTION 2. The amendments to section 5.5 *Improvement Plan submittal requirements* of the Land Development Regulations are shown with ~~strike through~~ for deletions and underline for additions and include:

(D) Additional analyses. The following studies, documentation, and forms shall be provided in addition to the requirements set forth by section 5.4(C).

~~(10) Performance Bond. A The approval of any site plan shall be subject to the applicant guaranteeing the installation and maintenance of the required improvements, where facilities are to be conveyed to the City, by filing a performance bond or bonds executed by an approved surety company in the amount of 120 percent of the construction costs, including landfill. Costs for construction shall be determined by an estimate by the applicant's engineer, or a copy of the actual construction contracts as provided.~~

SECTION 3. The amendments to section 5.6 *Final Plat submittal requirements* of the Land Development Regulations are shown with ~~strike through~~ for deletions and underline for additions and include:

(C) Additional required submittals. This approval of the final plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the City Engineer or Public Works Director and City Attorney as appropriate.

(2) Performance Bond. The approval of any final plat shall be subject to the applicant guaranteeing the installation and maintenance of the required improvements, where facilities are to be conveyed to the City, by filing a performance bond or bonds executed by an approved surety company in the amount of 120 percent of the construction costs, including landfill. Costs for construction shall be determined by an estimate by the applicant's engineer, or a copy of the actual construction contracts as provided.

~~(23)~~ Maintenance bond. In all cases where public improvements are installed, a two-year maintenance bond in the amount of 20 percent (20%) of the construction costs must be submitted. In lieu of a surety, a cashier's check or certified check may be used as the form of guaranty when accompanied by a maintenance bond agreement. The amounts of the performance and maintenance bond must be approved as adequate by the Public Works Director and/or the City Engineer. At the conclusion of the two-year (2-year) maintenance period the developer may petition the City to release the maintenance bond. The City will inspect the public improvements and issue a determination of any public improvements covered by the bond that are in need of repair. Upon verification that all repairs have been made, the City will release the maintenance bond.

~~(34)~~ Preliminary concurrency determination. An application for preliminary concurrency determination pursuant to section 7.2(B)(2).

~~(45)~~ Covenants. Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.

~~(56)~~ Title certificate. A certificate of ownership, signed by a licensed attorney-at-law or an abstract company, in accordance with Florida statute in a form approved by the City Attorney.

~~(67)~~ Letters of service. Letters will be submitted by all appropriate utility companies stating that all easements are adequate.

~~(78)~~ HOA documents and/or maintenance agreement. An agreement outlining the supervision and maintenance of all common areas within the subdivision.

~~(89)~~ Permits. Copies of all applicable permits (i.e. driveway, SWFWMD, County, FDOT, etc) shall be provided.

(910) Agreement. No plat shall be approved without an executed developer's or development agreement, if such agreement is required by the City Manager.

SECTION 4. The amendments to subsection 6.2(C) *Potable Water System Design* of the Land Development Regulations are shown with ~~strikethrough~~ for deletions and underline for additions and include:

6.2 (C) Potable water system design.

(12) Fire hydrants to be in full compliance with AWWA specification NO. C-502-54 or latest revision thereto. Hydrants to be compression type as manufactured by Kennedy Muller or approved equal, factory painted red, and are to be equipped with one 4 ½ inch steamer nozzle and two 2 ½ inch hose nozzles (nozzle threads to be National Standard). All hydrants to be traffic models with two piece barrels and stems and with breakaway joints, dry top design and 5 ¼ inch main valve opening.

(a) All fire hydrants will be color coded after flow testing to indicate the gallons per minute available from the hydrant. The color coding will be consistent with the color coding described in NFPA 291, "Recommended Practice for Fire Flow Testing and Marking of Hydrants," 2013 edition as reproduced in subsection (b), below.

(b) Specific bonnet color codes based on gallonage

i. Class AA	1500 gpm or greater	light blue
ii. Class A	1000 to 1499 gpm	green
iii. Class B	500 to 999 gpm	orange
iv. Class C	499 gpm or less	red

(c) Fire hydrants will have the appropriate color for the available gpm applied to the bonnet (top) as described in subsection 6.2(C)(12)(b), above. The barrel of the hydrant will be painted chrome yellow for municipal water systems and red for private hydrants.

SECTION 5. The amendments to section 8.2 *Planned Developments* of the Land Development Regulations are shown with ~~strikethrough~~ for deletions and underline for additions and include:

8.2. Procedure.

(E) Planning and Zoning Board. The Planning and Zoning Board shall hold a duly noticed public hearing to consider the application for planned

development no sooner than 30 days from the final Project Review Committee meeting date. The Planning and Zoning Board shall review the proposed amendment and make recommendations to the City Commission in accordance with section 3.3(B)(3) of this Code.

SECTION 6. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 7. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 8. This Ordinance shall be effective upon adoption during the second and final reading by the City of Wildwood City Commission.

DONE AND ORDAINED this _____ day of _____, 2014, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Marena Roberts, Asst. City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

Ashley Hunt, City Attorney

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Land Development Regulations – Revision of Temporary Use Section

REQUESTED ACTION: Approval of O2014-24 revising the Temporary Use Section of the Land Development Regulations restricting tent sales unless they meet certain criteria and defining seasonal sales (Staff Recommends Approval).

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>4/14/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>4/28/14 Adoption</u>

CONTRACT:	<input checked="" type="checkbox"/> N/A	Vendor/Entity: _____
	Effective Date: _____	Termination Date: _____
	Managing Division / Dept: _____	_____

BUDGET IMPACT: _____

<input type="checkbox"/> Annual	FUNDING SOURCE:	_____
<input type="checkbox"/> Capital	EXPENDITURE ACCOUNT:	_____
<input checked="" type="checkbox"/> N/A		

HISTORY/FACTS/ISSUES:

Per the commission's request, staff is proposing Ordinance O2014-24 revising the Temporary Use section of the Land Development Regulations (LDRs) to define seasonal sales; define certain other types of events as non-seasonal in nature; limit tent sale competition with existing Wildwood businesses; and allow tent sales for products not otherwise offered in the City limits of Wildwood.

Staff recommends approval of Ordinance O2014-24.



Melanie D. Peavy
Development Services Director

ORDINANCE NO. 2014-24

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING AND/OR SUPPLEMENTING CHAPTER 11 LICENSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES SECTION 11-14 ISSUANCE OF PERMITS FOR TEMPORARY USES AND SPECIAL PERMITS BY AMENDING SUBSECTIONS (a)(2) THROUGH (a)(4) AND AMENDING SECTION 3.10 OF THE LAND DEVELOPMENT REGULATIONS AS FOLLOWS, REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF WILDWOOD, FLORIDA:

SECTION 1. The following section of the Code of Ordinances of the City of Wildwood, Florida Chapter 11 are hereby amended or replaced as follows:

Sec. 11-14. - Issuance of permits for temporary uses and special events.

(a)

Purpose.

(1)

The purpose of this section is to provide for the issuance of permits for temporary uses and special events which would otherwise be required to obtain site plan approval if such uses were permanent.

(2)

Temporary use and special event permits shall only be issued for events which do not normally occur on a year round basis. ; ~~including but not limited to, traveling circuses, carnivals, sporting events, concerts, seasons sales events such as fireworks or Christmas trees, religious revivals, temporary sales events, or craft fairs.~~

(3)

Approved temporary uses.

a. The following uses are identified as seasonal temporary uses:

1. Fireworks sales.

2. Christmas tree sales.

3. Flower sales.

4. Other seasonal sales events similar and temporary in nature.

- b. The following uses are identified as temporary uses not seasonal in nature:
1. Outdoor product sales promotion for existing City of Wildwood operating businesses for their in store products (only on property of the business) with registration through the City.
 2. Outdoor product sales promotion for products which are not offered by current City of Wildwood operating businesses as their primary product sales. Business must obtain a Business Tax Receipt and may operate (with the appropriate permission and authorization of the landowner or leaseholder) on vacant property or at a public place such as strip mall, schools, college campus, churches, hospital, and in the Business District.
 3. Fair, carnival, traveling circuses, sporting events, concerts, religious revivals, craft fairs, performances, etc.
 4. Recreational vehicles for security in conjunction with an approved temporary use activity.

(4)(3)

Temporary use and special event permits shall not be issued for uses such as BBQ stands, restaurants, or flea markets. Anyone proposing these uses must seek appropriate permitting under city ordinances and Code.

(5)(4)

Special event sales such as automobile or recreational vehicle sales (tent or outdoor sales) for businesses specified in subsections (a)(3)(b)(1) & (2) of this section shall be permitted if they meet all of the following criteria:

a.

Site sketch shall be submitted to in house site approval no later than three weeks prior to the event.

b.

The event shall occur on vacant property which is not a part of a shopping center or commercial.

c.

Site shall be adjacent to egress and ingress and shall meet the requirements of the City of Wildwood Land Development Regulations for ingress and egress. Egress and ingress shall

be clearly posed and marked on a two-foot by three-foot sign in contrast colors.

d.

There shall be restroom facilities which meet Florida accessibility code. A minimum of no less than two for male and two for female shall be required. If the site exceeds one acre, then there shall be one more for male and one for female per each one-half-acre.

e.

Site sketch shall reflect customer parking area which shall be clearly roped off.

f.

This shall be in areas zoned commercial, industrial or agricultural only.

(b)

Applicability.

(1)

This section shall not apply to:

a.

Agricultural stands that sell produce raised or produced on the farmland of which they are a part.

b.

The sale of immediately consumable prepared food products, such as ice cream and non-alcoholic beverages, from a mobile vendor vehicle. Sales shall be oriented to pedestrians, not motorists, and the vehicle is to keep moving except for the purpose of making a sale and normal traffic operation considerations.

c.

Property that has an approved development or ordinance allowing temporary uses.

d.

Musical or entertainment festivals, events permitted on City property, and public forum uses.

(2)

The fact that this section does not apply in no way relieves any person from complying with any other applicable ordinance.

(c)

Permit required. The city shall issue a permit for a temporary use or special event allowable under this section if the following conditions and requirements are satisfied:

(1)

A completed application signed by all owners of the property along with any fee established for review by the City shall be submitted. The application shall contain the following information:

a.

The name and address of the property owner and the name and address of the operator/sponsor of the temporary use or special event, if different than the property owner.

b.

The legal description of the property upon which the temporary use or special event will occur (copy of recorded deed and tax receipt or property record card required).

c.

The date(s) on which the temporary use or special event will occur and the hours of operation.

d.

A general description of the activities to be conducted during the temporary use or special event together with the attendance estimates.

e.

Appropriate documentation that (i) all pyrotechnical items sold are consistent with state laws regulating same and all persons selling pyrotechnical merchandise are licensed by the state fire marshal; (ii) the county fire marshal has approved the location and sales of pyrotechnical items; and (3) electrical hook-up or fixtures meet the National Electrical Code as adopted by the State of Florida.

(2)

A sketch or site plan, drawn to an appropriate scale, shall be submitted demonstrating that adequate ingress, egress and parking exist for the site. Parking for the primary use shall not be effected by the proposed temporary vehicular ingress and egress and shall be from an approved driveway apron.

(3)

The sketch or site plan shall additionally show the location of all existing buildings on the property and the proposed structures, tents or other facilities that will be located on the property during the

temporary use or special event. Setbacks shall be established in conformance with the zoning district within which the property is located.

(4)

The applicant shall demonstrate that adequate sanitary facilities will be provided at the site. Such demonstration may require a permit.

(5)

The applicant shall demonstrate that all other necessary licenses and permits have been or will be obtained, including but not limited to an occupational license and building permit for any tent or temporary structure.

(6)

The applicant shall demonstrate that security will be provided for the temporary use or special event.

(d)

Duration and frequency. Any permit issued pursuant to this section shall be valid for no more than 21 days from the date of issuance. A permit under this section shall not be issued for any parcel of property more than twice in any 12-month period. No person or entity may apply more than two times per year.

(e)

Commercial activity. No commercial activity shall be permitted in a public right-of-way.

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

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

SECTION 4. This ordinance shall take effect upon a Notice of Compliance determination by the Florida Department of Community Affairs, pursuant to Sections 163.3184, 163.3187 and 163.3189, Florida Statutes, as amended, and its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this ____ day of _____, 2014, by the City Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Marena Roberts, Asst. City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Ashley S. Hunt, City Attorney

Note:

Underlines new language

~~Strikethroughs~~ deletions

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

SUBJECT: WASTE MANAGEMENT REFUSE RATE INCREASE

REQUESTED ACTION: Information Only

Work Session (Report Only)

Regular Meeting

DATE OF MEETING:

April 28, 2014

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: Per Waste Management Fuel Adjustment increase effective April 1st, 2014

Attached Exhibit A rate schedule.



Florida Area Municipal Service Agreement Changes

NAME	City of Wildwood
CONTACT	
ADDRESS	
CITY, ST ZIP	
COUNTY	
TEL #	
EMAIL	

Effective Date: 04/01/14

VCR Code: APG

MUNICIPAL CONTRACT CHANGES:

- NEW AGREEMENT
- RENEWAL/AMENDMENT
- LOST AGREEMENT
- RATE INCREASE
- RATE DECREASE

% CHANGE

VAR.

COMMENTS

City of Wildwood CPI & Fuel adjustment for 4/01/14. No change to Commercial rates.

Deniese Woods

From: McCoy, Doug <dmccoy@wm.com>
Sent: Wednesday, April 16, 2014 9:10 AM
To: Deniese Woods
Subject: Wildwood Fuel Adjustment for April 1 for Waste Management Services
Attachments: City of Wildwood CPI-Fuel Change April 1, 2014.xlsx

Importance: High

Deniese, hope all is well.

With the final index for March, we have calculated the fuel change impact for the City of Wildwood for April 1, 2014. The change results in a \$0.02/home increase in Residential, a \$0.22/haul increase in Rolloff, and no change in the Commercial LOB rates. Let me know if when we are good to make the changes in April billing.

Thanks!

Doug McCoy

District Manager
Wildwood Hauling
Waste Management Inc. of Florida
Office 352-330-4520
Cell 352-258-9276

"Good is not enough when better is possible."

Recycling is a good thing. Please recycle any printed emails.

RESOLUTION NO. R2014-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR INCREASES TO THE SOLID WASTE USER CHARGE; PROVIDING AN EFFECTIVE DATE. RESCINDING RESOLUTION NO. R2013-31.

WHEREAS, the City has contracted with Waste Management to provide for solid waste Disposal service; and,

WHEREAS, the contract provides that Waste Management can request a semi-annual increase based on fuel adjustment costs, and

WHEREAS, the City of Wildwood is the authority who sets the price for solid waste disposal Services.

NOW THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida:

SECTION 1. The rate for solid waste user charges shall be revised as indicated in Exhibit "A".

SECTION 2. These rates and charges supersede any previous rates established by the City Commission of the City of Wildwood, Florida.

SECTION 3. With the passage of the Resolution the new rates will become effective as of the billing cycle for the month of April, 2014.

PASSED AND RESOLVED, this 28th day of April, 2014.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Cassandra Lippincott, City Clerk

Ed Wolf, Mayor

Exhibit "A"

City of Wildwood Rates Effective 10/1/13 through 9/30/14

Container Size (Dumpster)	Extra Dump	2 Dumps Per week	3 Dumps Per week	4 Dumps Per week	5 Dumps Per week	6 Dumps Per week
2 cubic yds	\$8.39	\$63.96	\$95.93	\$127.91	\$159.89	\$191.87
4 cubic yds	\$15.71	\$125.48	\$188.23	\$250.97	\$313.71	\$376.45
6 cubic yds	\$23.06	\$185.11	\$277.66	\$370.21	\$462.76	\$555.32
8 cubic yds	\$29.33	\$237.10	\$355.65	\$474.20	\$592.75	\$711.31

Container Size Roll-Offs	Per Pull Charges on Open Top Containers
20 yd	\$ 187.80 plus tipping fees
30 yd	\$ 203.73 plus tipping fees
40 yd	\$ 219.67 plus tipping fees

Compactor Size Rolloff	Per Pull Charges
20 yd	\$ 267.46 plus tipping fees
30 yd	\$ 320.56 plus tipping fees
35 yd	\$ 357.73 plus tipping fees
40 yd	\$ 400.22 plus tipping fees

Service Type	1st Cart Monthly	Limb Debris Pickup/Disposal	Monthly Fee	2nd Cart Monthly	3rd Cart Monthly
Residential/ Inside City	\$13.92	\$3.08	\$17.00	\$10.61	\$10.61
Residential/ Outside City	\$21.24	NA	\$21.24	\$13.28	\$13.28
Commercial/ Inside City	\$20.18	\$6.89 per CY	\$20.18 +\$6.89 per CY	\$10.61	\$10.61
Commercial/ Outside City	\$25.22	\$8.62 per CY	\$25.22 +\$8.62 per CY	\$13.28	\$13.28

Note: Minimum Commercial Dumpster Service is 2X/Week

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

SUBJECT: Relocation of Public Works

REQUESTED ACTION: Board Option

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING:
 Special Meeting

April 14, 2014
Item tabled to
April 28th meeting

CONTRACT: N/A

Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: No impact to the 2013-2014 Budget

Annual
 Capital
 N/A

FUNDING SOURCE:

N/A

EXPENDITURE ACCOUNT:

HISTORY/FACTS/ISSUES:

In reference to the memo on March 14, 2014, I would like to discuss about the possibility of Public Works being relocated to the Palmer Street Building.
Staff recommends approval.

CITY OF WILDWOOD
PUBLIC WORKS

MEMO



TO: City Manager
Mayor
City Commissioners

DATE: March 12, 2014

FROM: Gene Kornegay 

RE: Relocating Public Works

The Public Works Department seems to have outgrown our facility. This building was originally built as a fire department, of which, it has no break room, locker room, and only one bathroom. It has one small office which is shared by three people. This sometimes makes it difficult to hold meeting or to have a one on one meeting without having to ask someone to step outside.

We share this building with the Fleet Services Department and they are in need of more room for their department growth.

I would like to relocate the Public Works Department to the Old Library on Palmer Street. This building would be a lot better than what we currently have. Since this building is currently being used for storage and would make us have a better working environment.

I would also like to see if we could close Palmer Street. The road was mainly used for buses to service the old elementary school on Warfield Avenue, which has been closed by the County. There are no homes on Palmer Street that would be affected by the closing.

If the Commission approves this change there would be some expense in making the move such as, fencing, lighting, erecting a metal building for equipment, etc.

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

Fax: 352-330-1353

CITY OF WILDWOOD
PUBLIC WORKS

MEMO

TO: City Manager
Mayor
City Commissioners

DATE: April 21, 2014

FROM: Gene Kornegay

RE: Relocating Public Works

As you have requested, the following is a cost estimate of relocating the Public Works facility to the Palmer Street Old Library:

50 x 100	Metal Building	\$100,000
	Fencing & Gates	\$ 10,000
	Plumbing for Wash Down	\$ 5,000
	Electric	\$ 8,000
	Miscellaneous	\$ 7,500

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

Fax: 352-330-1353

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: April 28, 2014

Subject: CR 501 Water treatment Plant – Internet Connectivity

Submitted By: Bruce H. Phillips, PE, PLS, Utility Director

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of the revised agreement between the City and CenturyLink for CenturyLink to serve the CR 501 WTP with internet connectivity at a cost of \$350.00/month.

BACKGROUND:

- On January 13, 2014 the City Commission approved an agreement with CenturyLink to provide said service at a cost of \$279.00/ month for 60 months.
- The internet connectivity was supplied through a “T1 Frame Relay” service.
- This was in conjunction with the renovations at the WTP due to the October, 2010 flooding issue.
- This service is for the upgrading security system at the WTP.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- After execution of the contract by the Mayor, staff was informed by the CenturyLink representative that CenturyLink discontinued the T1 Frame Relay service.
- CenturyLink is now providing the service via Ethernet.
- The 6 month contract for the T1 service has also been discontinued.
- Ethernet service is via a 36 month contract.

CONCLUSIONS:

- Staff, with the assistance of Kimley-Horn and Associates, Inc. investigated the use of cellular service for the security system.
- Cellular service cannot be utilized for the security system.

LEGAL REVIEW:

- The contract documents and attachments have been forwarded to the City Attorney for his review.

RECOMMENDATIONS:

- Staff recommends approval of a 36 month contract with CenturyLink to provide T1 service to the CR 501 WTP at a cost of \$350.00/month.

FISCAL IMPACT:

- Funding would be from Rental and Leasing, account no. 401-0036-536.0440 with an unencumbered balance of \$15,617.23 as of January 31, 2014.

ALTERNATIVES:

- None that staff is aware of, all avenues have been exhausted.

SUPPORT MATERIAL:

- Copy of email string from February 26 through March 17, 2014.
- Products and Services Agreement, Contract no. 130500723236.
- Addendum to Agreement, Dedicated Internet Access Bundle Credit
- City of Wildwood, Proposal for Dedicated Internet Access Bundle, dated 2/24/2014, Quote #13-021799.
- CenturyLink Local Government Customer Annex.

Contract No. 130500723236

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and CITY OF WILDWOOD ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference.
2. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference.
3. **TERM.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
4. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
5. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
6. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

CITY OF WILDWOOD

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

Customer Address: 100 N MAIN ST
WILDWOOD, FL 34785-4047

And if related to a dispute to:
CenturyLink – Attn: Sr. Assistant
General Counsel, Commercial Law
5454 W. 110th Street
Overland Park, KS 66211

Address for Notices (if different from above):

Sales Rep: Paul Boynton
Sales Rep Phone: (352) 368-8805

Contract No. 130500723236

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The entity providing Products to Customer is the applicable CenturyLink local operating company supporting Customer's location. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 13-021799

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%

Contract No. 130500723236

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the CenturyLink local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 13-021799

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRCs") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

**Addendum to Agreement
Dedicated Internet Access Bundle Credit**

Addendum

Contemporaneously with entering into the Agreement, Contract Number 130500723236 ("Agreement"), Customer and CenturyLink agree to the following supplemental terms to the Agreement.

Offer Eligibility

This Addendum is available for new customers and for existing customers executing renewals or extensions of a CenturyLink Dedicated Internet Access Bundle with Ethernet access and Adtran Router Option (the "Bundle") for a 24-month or 36-month Order Term in eligible markets. Eligible markets will be at CenturyLink's sole discretion.

Terms and Conditions

For the duration of the Bundle Order Term, Customer will receive the monthly credit set forth in the table below (the "Credit"). Each eligible Bundle service arrangement will be eligible for the Credit. The Credit excludes any taxes, fees and surcharges. If CenturyLink terminates the Agreement due to Customer's material breach, or Customer terminates the Agreement before completion of the Order Term, Customer will be charged early termination liabilities as set forth in the Standard Terms and Conditions for Communications Services, as applicable, plus an amount equal to all monthly Credits issued up to the time of termination.

Bundle	Order Term	Credit	Billing Code
Ethernet DIA 3M Bundle	24 months	\$149	ED1ABUN01
Ethernet DIA 5M Bundle	24 months	\$169	ED1ABUN03
Ethernet DIA 10M Bundle	24 months	\$149	ED1ABUN05
Ethernet DIA 20M Bundle	24 months	\$89	ED1ABUN07
Ethernet DIA 3M Bundle	36 months	\$169	ED1ABUN02
Ethernet DIA 5M Bundle	36 months	\$179	ED1ABUN04
Ethernet DIA 10M Bundle	36 months	\$209	ED1ABUN06
Ethernet DIA 20M Bundle	36 months	\$149	ED1ABUN08

Any alterations to this form are invalid unless accepted in writing by an authorized CenturyLink representative. All terms of the Agreement not modified by this Amendment will remain in full effect.

CENTURYLINK

CUSTOMER

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

Bruce Phillips

From: Boynton, Paul L <Paul.Boynton@centurylink.com>
Sent: Monday, March 17, 2014 9:52 AM
To: Bruce Phillips
Subject: RE: NEW Centurylink Agreement for CR 501 Water Treatment Plant
Attachments: 3mb DIA Bundle Agreement.pdf; DIA Bundle Credit Addendum_.pdf; 3mg DIA Bundle quote_diab_36.pdf
Importance: High

Bruce, see updated attachments. There is a agreement and an addendum that gives you a \$169 discount off the updated 36 month quote. As discussed, Centurylink no longer offers T1 Frame Relay service, that is an old service that we discontinued last month (also it was on a 60 month term and the new solution is a 36 month term). So I have put together 3mb Dedicated Internet Access Bundle using Ethernet as the transport. This will double your bandwidth and at the end of the 36 month term we can re negotiate the rate. I assume in 36 months the pricing will go down. Please let me know if you have any questions. Thanks PLB>

Paul Boynton
SR Government Account Manager
Voice: 352-368-8805 | Wireless: 352-207-4388 | Fax: 720-264-8120
Email: paul.boynton@centurylink.com

CenturyLink Products include: Data Center Solutions (Cloud Based, Co-Location for Disaster Recovery & Data Backup, Managed Hosting, Security, Storage, Managed Computing & Network Infrastructure), Data Networks, Internet Access, Web Hosting, Voice and Data Equipment, Hosted VOIP, SIP Trunking, Traditional Voice Services, and Long Distance.



From: Bruce Phillips [mailto:bphillips@wildwood-fl.gov]
Sent: Friday, March 14, 2014 3:28 PM
To: Boynton, Paul L
Subject: RE: NEW Centurylink Agreement for CR 501 Water Treatment Plant

Paul, this is getting embarrassing. Looking at the original and now the second corrected document it appears to me that the cost/month has gone from \$279.00/month to \$519/month. Am I correct in that analogy? If so, this is going to have to be evaluated and go back to the City Commission for approval.

Bruce H. Phillips, PE, PLS
City of Wildwood, FL
Utility Director
352-330-1346
bphillips@wildwood-fl.gov

From: Boynton, Paul L [<mailto:Paul.Boynton@centurylink.com>]
Sent: Tuesday, March 11, 2014 9:08 AM
To: Bruce Phillips
Subject: RE: NEW Centurylink Agreement for CR 501 Water Treatment Plant

Bruce, sorry to confuse you again. Please replace the Quote sent to you yesterday with the attached 36 month quote. We do not offer the \$169 per month discount on a 60 month term. Please call or let me know the best time to call you to discuss. Thanks PLB

Paul Boynton
SR Government Account Manager
Voice: 352-368-8805 | Wireless: 352-207-4388 | Fax: 720-264-8120
Email: paul.boynton@centurylink.com

CenturyLink Products include: Data Center Solutions (Cloud Based, Co-Location for Disaster Recovery & Data Backup, Managed Hosting, Security, Storage, Managed Computing & Network Infrastructure), Data Networks, Internet Access, Web Hosting, Voice and Data Equipment, Hosted VOIP, SIP Trunking, Traditional Voice Services, and Long Distance.



From: Boynton, Paul L
Sent: Monday, March 10, 2014 12:07 PM
To: 'Bruce Phillips'
Subject: FW: NEW Centurylink Agreement for CR 501 Water Treatment Plant
Importance: High

Bruce, please print out the attached four files and call me to discuss. The old agreement called for a Frame Relay T1 service and as of March 1st we no longer offer Frame Relay T1 DIA service. The total price for a 3meg DIA Bundle will be \$330 per month after the \$169 per month discount (provided by the addendum). Sorry for the confusion. Again, please call me to discuss. Thanks PLB

Paul Boynton
SR Government Account Manager

Voice: 352-368-8805 | Wireless: 352-207-4388 | Fax: 720-264-8120
Email: paul.boynton@centurylink.com

CenturyLink Products include: Data Center Solutions (Cloud Based, Co-Location for Disaster Recovery & Data Backup, Managed Hosting, Security, Storage, Managed Computing & Network Infrastructure), Data Networks, Internet Access, Web Hosting, Voice and Data Equipment, Hosted VOIP, SIP Trunking, Traditional Voice Services, and Long Distance.



From: Boynton, Paul L
Sent: Wednesday, February 26, 2014 10:49 AM
To: 'Bruce Phillips'
Subject: RE: Centurylink Agreement for CR 501 Water Treatment Plant
Importance: High

Bruce, somehow the agreement you sent back was messed up (I think we had a Word program version difference that caused problems, so I changed the attached to PDF). I need you to print the attached agreement have it signed and send me a copy back so I can place the order. Sorry, I am not sure what happened.

Again, please do not let the Mayor initial the first page declining maintenance. Thanks PLB

Paul Boynton
SR Government Account Manager
Voice: 352-368-8805 | Wireless: 352-207-4388 | Fax: 720-264-8120
Email: paul.boynton@centurylink.com

CenturyLink Products include: Data Center Solutions (Cloud Based, Co-Location for Disaster Recovery & Data Backup, Managed Hosting, Security, Storage, Managed Computing & Network Infrastructure), Data Networks, Internet Access, Web Hosting, Voice and Data Equipment, Hosted VOIP, SIP Trunking, Traditional Voice Services, and Long Distance.



From: Bruce Phillips [<mailto:bphillips@wildwood-fl.gov>]
Sent: Wednesday, February 26, 2014 8:15 AM
To: Boynton, Paul L
Subject: CR 501 Water Treatment Plant

Paul, attached is a copy of the signed agreement. The original is at City Hall, how do you want me to get it to you or is the copy sufficient?

Bruce H. Phillips, PE, PLS
City of Wildwood, FL
Utility Director
352-330-1346
bphillips@wildwood-fl.gov

CITY OF WILDWOOD
 Proposal For Dedicated Internet Access Bundle
 Proposal Date: 2/24/2014
 Expire Quote Date: 5/10/2014
 Customer Copy - Quote #: 13-021799



Customer Contact Information:

Company Name: CITY OF WILDWOOD
 Billing Address: 100 N MAIN ST
 Billing City, State, Zip: WILDWOOD FL 34785-4047
 BAN ID: New BAN ID
 Customer Contact Name: Bruce Phillips
 Customer Contact Phone:
 Customer Contact E-mail: bphillips@wildwood-fl.gov

Customer Service Location:

Primary Location Name: CITY OF WILDWOOD
 Address: 469 CR 501
 City, State, Zip: Wildwood, FL, 34785
 NPA-NXX: 352-748
 On Site Contact Name: Bruce Phillips
 Work TN: 352-330-1346

Telco Central Office Information:

Telco: Embarq Florida, Inc.
 Serving Central Office CLLI: BSHNFLXA
 Serving Central Office Address: 123 E VIRGINIA AVE
 Serving Central Office City, State, Zip: BUSHNELL FL 33513

CenturyLink Contact Information:

Sales Person: Paul Boynton [1072599]
 Email: paul.boynton@centurylink.com
 Sales Contact Number: 352-368-8805
 Dealer Code: 1072599

Engineer: Chuck Roberson
 Email: charles.w.roberson@centurylink.com
 Engineer Contact Number: 352-368-8814

Service Description:

Type of Service: Dedicated Internet Access Bundle (Qty: 1)
 Term Agreement: 36 month

Term Options:

Qty	Price Plan	Feature Code	Item	MRR	NRR
1	B3Z1DZ308	DZ3M08	Ethernet - 3M Adtran Router Bundle	\$519.00	
			TOTAL	\$519.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

CenturyLink Proprietary and Confidential

CITY OF WILDWOOD
Proposal For Dedicated Internet Access Bundle
Proposal Date: 2/24/2014
Expire Quote Date: 5/10/2014
Customer Copy - Quote #: 13-021799



Entity: Embarq Florida, Inc.
Service: Dedicated Internet Access Bundle

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

CITY OF WILDWOOD
Proposal For Dedicated Internet Access Bundle
Proposal Date: 2/24/2014
Expire Quote Date: 5/10/2014
Customer Copy - Quote #: 13-021799



The Customer must:

- 1. Provide adequate conduit from the right-of way into the building, confirm access facilities to the building are available for fiber provisioning.**

Conduit from the right-of-way to the building is the customer's responsibility. If no conduit exists or space in existing conduit is not sufficient, the installation will not proceed.

It is the customer's responsibility to locate private Utilities on your premises should construction be required. Construction will not proceed until this is complete.

CONDUIT SPECIFICATIONS: One 2 inch schedule 40 PVC conduit from 2 ft below grade at the building exterior to a pull box on the building exterior. Pull Box to have a minimum dimension of 12inch x 12inch x 6 inches deep. Place one 2 inch conduit sleeve through wall from pull box to the inside of the equipment room.

Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. It is the responsibility of the customer to seal the conduit after installation to protect from damage such as water.

- Not required for copper provisioning 10 mbps or less. EMBARQ ethernet services delivered via copper will terminate at the Telco demark on a customer provided wall mounted 66 block and cross connected to a copper loop bonding unit.

- 2. Provide adequate backboard space in equipment demarcation room.**

The customer will provide one 20 x 44 x 3/4 inch plywood backboard in equipment demarcation room. Ensure adequate clearance of 36-inch in front of backboard. If the fiber demark is within 25 feet of the equipment rack, a wall board will not be required; all hardware and terminations will be installed in the customer provided rack.

Non Stand Alone Bldgs. (IE:multi-tenant/strip malls): If shared Building Terminal supporting this location does not have adequate space for local telephone company fiber termination, customer or building owner will need to provide a 24" x 24" x 9" cabinet with 3/4" plywood. This cabinet needs to be associated next to the original building terminal, to support association of shared DEMARC facilities.

- 3. Ensure the demarcation point is in an accessible and environmentally controlled location (i.e. Multi-tenant buildings):**

The EMBARQ Equipment requires a clean, dust free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less.

If you are in a Multi-tenant building ensure that the EMBARQ demarcation point, (the location where the Local Phone Company wires enter your building), is accessible to the EMBARQ technician. You may need to coordinate access with the building manager to ensure that access is available on the day of installation. Ensure that this location remains dry and free of dampness, and the room temperature needs to remain within the tolerance of sensitive electronic hardware.

- 4. Ensure four (4) consecutive Rack Units of space in a 19" data rack are available for Enhanced Service:**

It is the customer's responsibility to provide space in a 19" wide data rack for the Ethernet hardware. EMBARQ will not install the hardware on a shelf or the floor. The rack may be either wall or floor mounted.

- 5. Provide dedicated power outlet:**

The EMBARQ termination electronics are powered by customer provided 120 VAC (20 Amp) circuit. EMBARQ requires the outlet to be a duplex, dedicated and grounded electrical outlet within six (6) feet of the equipment location. If the customer does not have a UPS on the AC, service will be lost in the event of an AC power failure. If UPS is required, customer will provide or EMBARQ will provide pricing as requested by the customer.

CITY OF WILDWOOD
Proposal For Dedicated Internet Access Bundle
Proposal Date: 2/24/2014
Expire Quote Date: 5/10/2014
Customer Copy - Quote #: 13-021799



- 6. Complete inside wiring work.**

Inside wiring must be completed by the customer prior to the arrival of the EMBARQ installation technician. Customer must extend the wiring from the demarcation point to their suite or office location where the Ethernet service will be used.

 - EMBARQ may be contracted to extend the DEMARC on a time and material charge. It is the customer's responsibility to alert your EMBARQ Account Executive of this requirement so an EMBARQ NIBS Ticket can be placed to schedule the work. The follow are the standard guidelines EMBARQ utilizes when extending the DEMARC at the request of a customer.
 - If services are delivered via copper (10 mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper.
 - If services are delivered via fiber, EMBARQ technicians will terminate fiber into a customer provided rack a maximum of 25 feet from demarcation.

- 7. Confirm Ethernet Hand-Off requirements:**

EMBARQ will provide a standard RJ-45 Copper Ethernet connection for 10/100 service and a Single mode Fiber connection on a Gigabit circuit as the demarcation point for the Ethernet service. If a different customer hand off is required, such as a Multimode Fiber connection, please state the requirement on the per site network page.

- 8. Confirm that your LAN has an appropriate Ethernet port available:**

The customer needs to ensure a suitable port is available to provide the network functionality they desire and within distance of Ethernet specifications. Customer will program Ethernet port for appropriate speed and full duplex setting (No auto-sense). It is the customer's responsibility to provide a CAT5 cable(s) to connect you LAN to the EMBARQ Ethernet equipment. Customer will provide an appropriate ethernet patch cable for connecting EMBARQ demarcation and Customer Provided Equipment.

- 9. EMBARQ Ethernet product is a Layer 2 network service only. All customer premise Local Area Network (LAN) Layer 3 (e.g. IP) addressing is the responsibility of the customer. EMBARQ will provide pricing for additional equipment/labor to enable Layer 3 functionality.**

In most cases this will need to be a router/switch which will provide the layer 3 routing of subnets and VLAN on the customer's network. If the customer only requires layer 2 bridging (a flat network) across the Ethernet service then a standard Ethernet switch port is all that is required.

- 10. The EMBARQ installer will not connect the Ethernet service to your LAN.**
 - 1. Our installers will install the hardware and identify a port for your connection.
 - 2. EMBARQ highly recommends the use of a qualified networking vendor to assist you with your LAN configuration. Your EMBARQ Account Executive can provide pricing for EMBARQ Professional Services if you require assistance configuring your network for the Ethernet service.

Only upon completion of all of these steps, EMBARQ Business Ethernet will be installed at your site. If you are unable to complete all of these requirements prior to the installation date, please notify EMBARQ as soon as possible.

For use with Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”). This Annex is not applicable to Services governed by Tariffs on file with the FCC or state regulatory authorities.

CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX

This CenturyLink Local Government Customer Annex (“Annex”), together with the applicable cover agreement, modifies the Standard Terms and Conditions. This Annex takes precedence over all other conflicting terms and conditions of the Agreement. When attached to the applicable cover agreement, this Annex supersedes the version posted at http://about.centurylink.com/legal/rates_conditions.html.

1. **Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines “local governmental entities and agencies” as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer’s rights or privileges as a sovereign entity.
3. **Nonappropriation.**
 - 3.1. **Definition.** A “nonappropriation” occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period (“Termination Date”) without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. **Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink’s request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. **Limitations.**
 - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer’s obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, “FOI”). Customer will provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where CenturyLink provides the Products and Services, without regard to that State’s conflict of laws principles.

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: April 28, 2014

Subject: Lined 1,000,000 pond at WWTP

Submitted By: Bruce H. Phillips, PE, PLS, Utility Director

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of the award to replace the liner in the 1,000,000 pond at the WWTP to Erosion Control Systems for \$38,000.

BACKGROUND:

- The liner was install in 1987 and has had a number of repairs since then, the last costing approximately \$2,000.
- The existing liner is 40 mil thick.
- The new pond liner will be 60 mil LLDPE (Linear Low Density Polyethylene) Textured liner.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

Staff has solicited bids with the following results:

- | | |
|---|----------|
| ▪ Comanco Environmental Corp.
Plant City, FL | \$47,500 |
| ▪ Erosion Control Systems
Webster, FL | \$38,000 |

CONCLUSIONS:

Staff's Opinion of Probable Cost was \$42,000

LEGAL REVIEW: N/A

RECOMMENDATIONS:

- Staff recommends approval of the award.

FISCAL IMPACT:

- The project is a line item approved in FY 13/14 Repair and Maintenance, account no. 0401-0036-0536-0480, with an unencumbered balance of \$377,415.58 as of January 31, 2014.

ALTERNATIVES:

- Pond liner has deteriorated and requires replacement. No alternative.

SUPPORT MATERIAL:

- Erosion Control Systems quote dated April 17, 2014.
- COMANCO Environmental Corporation's quote dated April 16, 2014

C:\Users\bphillips\Documents\Agenda Items\1 MG Pond Liner 4-17-14.doc



COMANCO Environmental Corporation
4301 Sterling Commerce Dr.
Plant City, FL 33566
P: (813) 988-8953 F: (813) 988-8779

Prepared By:
David Scherbaty Estimator
Quote Date: April 16, 2014
Quote Expiration: May 16, 2014

City of Wildwood

David Bridges

1290 Industrial Dr.
Wildwood, FL
Phone: 352-330-1349
E-mail: dbridges@wildwood-fl.gov

Project Information:

City of Wildwood 1-MG Reject Pond Liner Replacement Project
Wildwood, FL
Proposal Number: 03146756

COMANCO Environmental Corporation (CEC) is pleased to provide you with the following proposal for the supply and installation of the geosynthetic materials and appurtenances as indicated below:

Item	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	EA	\$ 7,557.28	\$ 7,557.28
2	Supply & Install 60-mil Textured HDPE	28,554	SF	\$ 1.00	\$ 28,554.00
3	Remove and Dispose Existing Liner	28,554	SF	\$ 0.18	\$ 5,139.72
4	Subgrade Preparation	26,130	SF	\$ 0.10	\$ 2,613.00
5	Excavate/Backfill Anchor Trench	606	LF	\$ 5.00	\$ 3,030.00
6	Restore Area Surrounding Pond for Resodding	606	LF	\$ 1.00	\$ 606.00
Total					\$ 47,500.00

- 1.) **Mobilization / Demobilization:** This proposal includes one (1) mobilization/demobilization. Any and each additional mobilizations/demobilizations, if necessary, shall be billed at the rate listed in this proposal.
- 2.) **Labor:** Our proposal is based on a five (5) day work week, ten (10) hours each day, utilizing non-union, non-prevailing wage labor.
- 3.) **Performance / Payment Bond:** The cost of the performance/payment bond (if applicable) will be 2.0% of the total estimated cost shown above.
- 4.) **Taxes:** Any applicable material and/or freight sales taxes are included in this proposal.
- 5.) Bid Item 2 includes the Supply & Install of 60-mil Textured HDPE Liner, two (2) 18" Pipe Boots and 304 SS Batten Bar at the concrete pipe support.
- 6.) Bid Item 3 includes the removing and disposal of the existing HDPE liner system.
- 7.) Bid Item 4 includes the subgrade preparation prior to new liner deployment.
- 8.) This proposal does not include any imported fill and assumes that we will not come in contact with unsuitable materials. If fill is needed or unsuitable materials are found pricing to provide fill or deal with the unsuitable material will be provided.





Proposal for City of Wildwood 1-MG Reject Pond Liner Replacement
Project
COMANCO Environmental Corporation
Proposal No: 03146756 Date: April 16, 2014

- 9.) Bid Item 5 includes the excavation and backfilling of a 2' x 2' anchor trench.
- 10.) Bid Item 6 includes regrading around the perimeter of the pond for resodding.
- 11.) Resodding the perimeter of the pond by others.
- 12.) Unloading of materials by others (3 rolls).
- 13.) Pond must be dry. All dewatering by others.
- 14.) **Quote Validity:** This quotation shall remain open for Purchaser's acceptance until the above referenced expiration date, after which time it shall be considered to be automatically revoked by both Purchaser and CEC. The purchaser must agree to take delivery of the product within thirty (30) days of signing this proposal. The pricing quoted is based upon the current price provided to CEC by suppliers. If the pricing of materials increases, this quotation shall be modified to reflect the increase in material pricing.
- 15.) **Delays:** CEC will not be held responsible for any delays due to rain, weather, or other unforeseen events beyond CEC's control. CEC will not be responsible for overtime costs incurred by the General Contractor, 3rd party inspectors or Owner's representatives.
- 16.) **Working Days:** COMANCO Estimates approximately five (5) good weather working days to complete the project.
- 17.) **Warranty:** This proposal is conditioned upon CEC providing its standard one (1) year installation warranty which is available upon request. Further warranty details are listed below in our standard terms and conditions.
- 18.) **Dewatering:** Protection of geosynthetics from surface run-off from areas outside of the geosynthetics installation work limits shall be done by others. The diversion and control of water within the cell during deployment of geosynthetics shall be done by others.
- 19.) **Site Access:** This proposal is based on CEC working unimpeded throughout the entire geosynthetics installation with complete access in and around the work area(s) with an Off Road Forklift or similar.
- 20.) **Stored Materials:** This proposal is subject to purchaser's agreement that all materials can be delivered to the site immediately and upon execution of a contract agreement and all materials will be paid for once delivered, suitably stored and approved for use.
- 21.) **Measurement and Payment:** This proposal is based off payment of installed materials measured in three dimensions including anchor trench.
- 22.) **Terms and Conditions:** This offer is expressly made conditional on the Purchaser's acceptance of the following Terms and Conditions.



Proposal for City of Wildwood 1-MG Reject Pond Liner Replacement
Project
COMANCO Environmental Corporation
Proposal No: 03146756 Date: April 16, 2014

Terms and Conditions

1. **Work and Equipment Provided by COMANCO Environmental Corporation** (hereinafter referred to as CEC): This proposal specifically includes the furnishing and installation of the items as specified on Page 1 of this proposal. The work shall be performed in accordance with the plans and specifications specifically listed in sections 1.01 and 1.02 below, except as otherwise noted in section 1.03 below. CEC will provide all necessary supervisors, technicians, labor, materials and equipment necessary to complete our work.

Unless otherwise stated in this proposal all CEC labor shall be non-union. If required by the contract specifications, CEC will provide destructive and/or non-destructive testing of field seams. After receipt of final payment and if requested by Purchaser, CEC shall provide field test results and record drawings. Upon request and within reasonable time, CEC shall provide all necessary submittals and project management pertinent to our work.

 - 1.01 **Plans:** Photos of original pond drawings provided (4 photos)
 - 1.02 **Specification Sections:** None Provided
 - 1.03 **Addenda:** None Provided

2. **Work and Equipment Provided by Purchaser:** This proposal is based upon the following items being provided by the Purchaser in a manner that ensures that the work to be provided by CEC will proceed without delay:
 - 2.01 **Subgrade preparation and maintenance:** The subgrade to be lined shall be prepared to be smooth and free of all rocks, stones, sticks, roots, sharp objects or other debris. It is imperative that the subgrade be completely dry and properly compacted so as to provide an unyielding base without sudden, sharp or abrupt changes or breaks in the grade. The subgrade shall be maintained by others during the course of the liner installation, and it shall be the responsibility of the Purchaser to protect the subgrade from dislocation, flooding and erosion. CEC does not accept responsibility for subgrade conditions which affect the functioning of the lining system, and acceptance by CEC of the subgrade to be lined does not constitute acceptance or knowledge of any subgrade conditions which adversely affect the lining. The efficacy of the lining system in relation to the subgrade and other conditions at the project location is the sole responsibility of the Purchaser. CEC recommends the installation of a gas venting system where gas may accumulate beneath the lining. However, it will be up to the engineer, owner and / or purchaser to determine if a gas venting system is required.
 - 2.02 **Material Unloading:** Unless otherwise noted in this proposal, purchaser shall unload and inspect all lining system materials delivered to the project, check accuracy of all packing slips, bill of lading or other delivery documentation, and immediately forward said documentation to CEC. It shall be the responsibility of the Purchaser to store all lining system materials on an unyielding base free of sharp objects or protrusions to minimize risk of damage.
 - 2.03 **Temporary Facilities:** Purchaser shall provide temporary services to accommodate sanitary (portable toilets & wash stations) and waste disposal needs.
 - 2.04 **Anchor Trench:** Unless otherwise noted in this proposal, purchaser shall be responsible for excavation, backfilling, and compacting of anchor trench.
 - 2.05 **Earthwork, Concrete, Piping, and Dewatering:** Unless otherwise noted in this proposal, all earthwork, concrete and piping materials and installation including any necessary dewatering shall be provided by others.
 - 2.06 **Independent Laboratory Testing:** Unless otherwise noted in this proposal, all independent laboratory testing, Destructive Testing and/or monitoring shall be the sole responsibility of the owner or purchaser. No 3rd party laboratory testing is included in this proposal.
 - 2.07 **Survey:** All necessary survey, staking, layouts, and asbuilts will be the responsibility of the Purchaser. It shall be the sole responsibility of the purchaser to secure proper horizontal and vertical controls such that the location of the items listed in this proposal conform to the dimensions shown on the drawings.
 - 2.08 **Safety:** It shall be the responsibility of the Purchaser to ensure adequate protection and safety devices and appropriate equipment to prevent death or injury to humans and animals at the project. If applicable, Purchaser shall be responsible for the creation and implementation of a *Confined Spaces Entry Program* as delineated by OSHA in 29 CFR parts 1910, Permit-Required Confined Spaces for General Industry, Final Rule.
 - 2.09 **Pond Application:** CEC will not be responsible for the performance of the geosynthetic material within this application. Issues associated with lack of ballast material on the geomembrane, geomembrane "whales", damage caused by aerator use, gas venting, underdrain collection, etc. will not be the responsibility of CEC.

3. **Pre-Installation Site Inspection:** CEC reserves the right to inspect the site prior to mobilizing to ensure that earthwork and subgrade preparation criteria have been met and the site is ready for liner installation. Any discrepancy will require a rescheduling of the installation and an adjustment in the contract price. If CEC elects not to make a site inspection, CEC will mobilize after receipt of written directive from Purchaser stating that



Proposal for City of Wildwood 1-MG Reject Pond Liner Replacement Project
COMANCO Environmental Corporation
Proposal No: 03146756 Date: April 16, 2014

subgrade is ready. If subgrade is not ready upon our arrival to the site, Purchaser shall be charged for an additional mobilization fee (listed on Page 1), or stand by time.

- 4. **Basis of Quotation:** This proposal is a Unit Price proposal. No bid item may be deleted without the approval of COMANCO. Any changes to or deviations from the contract plans and/or specifications that require additional work will result in an adjustment to the contract daily rate.
- 5. **Delays, Force Majeure, Standby:** If CEC is delayed at any time in the progress of the work by any act or neglect of Purchaser, Owner, Engineer, contractor, employee, or material supplier engaged or employed by Purchaser, Engineer or Owner, or by any changes ordered by Purchaser, by labor disputes, fires, floods, riots, hurricanes, tornados, tropical storms, heavy rains, excessive winds, Acts of God, or by any other cause beyond the control of CEC, CEC shall not be liable for any damages, including liquidated damages, and CEC shall be entitled to equitable time and contract price adjustments. If CEC is requested to standby at the job site for any of the above referenced reasons which prevent the quality performance of our Service, Purchaser agrees to pay stand by per CEC's time and material rates. Time and Material rates are available upon request.
- 6. **Warranty:** Unless otherwise noted above, this proposal is conditioned upon CEC providing its standard one (1) year installation warranty which is available upon request. The proposal is also conditioned upon the purchaser's acceptance of the material suppliers' standard limited warranty which is available upon request.
- 7. **Indemnification, Insurance, Bonds:** CEC agrees to indemnify and hold harmless the Purchaser and its agents from losses or damages caused by any negligent act or omission of CEC. CEC shall provide its standard insurance coverage. No other insurances or additional insureds will be provided without additional cost to Purchaser. The price of performance and payment bonds has NOT been included in this proposal.
 - 7.01 The liability of CEC and its employees, subcontractors and suppliers on all claims of any kind, including death or bodily injury, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this agreement, or from the performance or breach thereof, or from any equipment or services covered by or furnished under this agreement or any extension or expansion thereof, including remedial warranty efforts, shall in no case exceed the contract price amount of CEC. In no event shall CEC, its subcontractors, suppliers or employees be liable to any party for any special, indirect, incidental, exemplary or consequential damages under any cause or form of action whatsoever. This provision shall prevail over any conflicting or inconsistent provision or portion of the contract documents.
 - 7.02 If CEC adds any party as an additional insured to any of its insurance policies, the indemnification provisions of this paragraph will apply to all claims submitted to CEC's insurers.
- 8. **Work Schedule:** The contract price shall be adjusted if the liner installation is delayed by the Purchaser beyond thirty (30) days. Purchaser shall give CEC thirty (30) days written notice prior to liner installation. Purchaser shall provide CEC with a detailed schedule which indicates how CEC's work will interrelate with the work of others. A fee (listed on Page 1) shall be charged to Purchaser for additional mobilizations. CEC will comply with additional mobilization requests to the greatest extent possible, but such requests may be adjusted to coordinate with other CEC commitments.
- 9. **Payment Terms:** This proposal is expressly based upon Purchaser paying all CEC invoices within thirty (30) days of invoice date. CEC shall not be required to continue to perform Work in the event of late payment by the Owner or General Contractor for a period in excess of 60 days. Purchaser hereby agrees to pay a late fee equal to one and one half percent (1.5%) of invoice amount per month, prorated daily. Purchaser further agrees that payment to CEC shall not be contingent upon the receipt of payment by Purchaser from any other party. CEC will not be required to waive any lien or bond rights provided by statutory or common law prior to its actual receipt of payment. Full and final payment shall be due thirty (30) days following completion and acceptance of CEC's Work, not pending completion of the entire project. If the Contract is terminated due to any reason beyond CEC's control or for convenience of the Owner or General Contractor in accordance with its terms, CEC shall be paid all costs incurred to the date of receipt of notice of termination plus an equitable termination amount.
- 10. **Mutual Responsibility:** CEC represents that it has investigated and generally familiarized itself with the contract documents listed in sections 1.01, 1.02 and 1.03 above. If site, subgrade or otherwise latent conditions at the project location differ materially from what is represented in these contract documents, or which CEC should have been aware of, and such material difference results in increased costs or time to CEC, then CEC shall be entitled to an equitable adjustment to its contract price and/or time under the contract. CEC shall not be responsible for any liability arising out of pre-existing environmental site conditions whether or not such conditions are identified in the Contract Documents.
 - End of Terms and Conditions -

ACCEPTANCE:

We hereby accept this proposal from COMANCO Environmental Corporation:

Signature _____

Print Name & Title _____

Date _____



**EROSION
CONTROL
SYSTEMS**

OF FLORIDA
State of Florida Certified WBE
8000 SE 23 Drive, Webster, Florida 33597
352/569-9191 * Fax: 352/793-7199

PROPOSAL
April 1715, 2014

pg 1 of 2

David Bridges
City of Wildwood

Project: 1-MG Reject Pond Replacement

Furnish and Install:

29,000 sf of 60 mil LLDPE Textured Liner Manufactured by Agru America	@1.00/sf	\$29,000.00
Remove and dispose of existing liner and grade pond		\$ 7,000.00
Dig and backfill anchor trench		\$ 1,250.00
Restore area for sod around pond		<u>\$ 750.00</u>
		\$38,000.00

We reserve the right to pass along any verifiable resin increases from the resin supplier up to the time of material shipment.

PRICE GOOD FOR -20- DAYS. TERMS: NET 30 DAYS, PRICE IS FOR ONE MOBILIZATION. G.C./OWNER WILL ACCEPT MATERIAL WITH IN 45 DAYS OF ACCEPTANCE AND STORED MATERIAL WILL BE BILLED AND PAID FOR WITH 45 DAYS OF RECEIPT OF BILL. SUBMITTALS, IF NEEDED ARE

April 17, 2014

pg 2 of 2

David Bridges
City of Wildwood

Project: 1-MG Reject Pond Replacement

FURNISHED IN LIMITED QUANTITIES, A MAXIMUM OF TWO ARE PROVIDED FREE OF CHARGE (DEPENDENT ON QUANTITY OF HDPE ORDERED), ADDITIONAL COPIES MAY BE PURCHASED. PRICE DOES NOT INCLUDE CERTIFIED PAYROLL; OCIP OR CCIP. EROSION CONTROL SYSTEMS STANDARD INSURANCE APPLIES. Site orientations or safety class requirements specific to project will result in additional charges by Erosion Control Systems, if over one half hour in length and/or not done on the same day we are there to work.

THE CITY OR OTHERS to provide fork lift or loader with forks to unload material; storage area for materials; remove sludge from pond; resodding of areas around the pond disturbed by the liner installation.

EROSION CONTROL SYSTEMS to furnish materials as listed above labor and equipment to deploy, spread, seam and non-destructively test liner; dig and backfill anchor trenches; furnish prepared base for liner; dewatering, and disposal of waste.

EROSION CONTROL SYSTEMS, INC.

Charles Ellingsworth

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: April 28, 2014

Subject: Cleveland Avenue (CR 466A) Utility Relocates

Submitted By: Bruce H. Phillips, PE, PLS, Utility Director

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of Change Order No. 1 increasing the contract amount by \$15,090.00 to replace 15 “orangeburg” sewer laterals with PVC pipe.

BACKGROUND:

- Sumter County is widening CR 466A from approximately 850’ west of CR 462/Powell Road to US Highway 301.
- The City has both water and wastewater lines within the ROW that are required to be relocated.
- The City has a contract with DAB Constructors, Inc. to relocate these existing water and wastewater mains and services that are in conflict with the road widening.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- City staff has determined there may be as many as 15 wastewater laterals, constructed many years ago utilizing “orangeburg” pipe.
- Orangeburg pipe is constructed of layers of paper material impregnated with liquid asphalt, creating a pipe.
- Due to the age and materials used in the pipe, modern equipment used to clean out sewer obstructions will destroy the orangeburg pipe.

CONCLUSIONS:

- The orangeburg pipe should be replaced from the wastewater main to the ROW.
- Replacing this pipe during construction will prevent the need, in the future, to open up a new road and replace the pipe as is needed.

LEGAL REVIEW: N/A

RECOMMENDATIONS:

- Staff and Kimley Horn and Associates, Inc. recommend approval of CO No. 1 in the amount of \$15,090.00.

FISCAL IMPACT:

- | | |
|----------------------------------|---------------------|
| • Original contract price | \$211,158.45 |
| • Change Order No. 1 | <u>\$ 15,090.00</u> |
| • Contract price including CO #1 | \$226,248.45 |

ALTERNATIVES:

- Do not replace the pipe at this time, replace the laterals as needed by open cutting the roadway.

SUPPORT MATERIAL:

- Change Order No. 1 dated April 24, 2014.
- Proposal for CO #1 from DAB Constructors, Inc.

C:\Users\bphillips\Documents\Agenda Items\April 28, 2014\466A CO #1 4-24-14.doc

D.A.B.
Constructors, Inc.

P.O. Box 1589 - Inglis, Florida 34449

(352) 447-5488 - Fax (352) 447-4133

E-mail: KATHRYNB@dabcon.com

Mr. Richard Busche, PE, CFM
Kimely-Horn
1823 Southeast Fort King Street
Ocala, Fl. 34471

4/23/14

RE: PROJECT NO: ITB-016-0-2013/at
DAB Job: 584
COUNTY: Sumter County
Location: CR 466A From US 301 to Powell Road
Wildwood, Fl.

Subject: Cost Proposal New Sewer Laterals

Mr. Busche:

D.A.B. Constructors, Inc. proposes the following cost for the replacement of approximately 15 existing sewer laterals.

New Sewer Lateral to existing Clay Pipe & Existing WYE	\$540.00 EA
ADD IF Existing WYE needs Replacement	\$466.00 EA

The price for the new sewer service assumes the existing wye can be tied into. If the existing wye needs to be replaced there is additional cost provided. Also please note that this pricing assumes an existing 4" clay sewer main.

The price proposed does not include:

1. Tie in's to the house that require a plumbing license.
2. Work beyond the right of way
3. Work beyond the clean out
4. Concrete pads or boxes around the clean out
5. Services beyond 4" in size.
6. Testing
7. Bends or fittings not shown-Assume a straight run to clean out.
8. Disposal or clean-up of any contaminated material
9. Pump Trucks, Vacuum Trucks or any manner of Sewer bypass service.
10. As-Builts by others or additional cost

Sincerely,
D.A.B. Constructors, Inc.


Kathryn Barnes
Project Manager

KB/kb
CC: File

SECTION 00850 – CONTRACT CHANGE ORDER

Change Order No. 1

Date of Issuance: April 24, 2014 Effective Date: April 24, 2014

Project: C-466A Widening	Owner: City of Wildwood, Florida	Owner's Contract No.: ITB 016-0-2013/AT
Contract: C-466A Widening		Date of Contract: 09/10/2013
Contractor: D.A.B Constructors, Inc.		Engineer's Project No.: 142109043

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Change order to replace aging sanitary sewer laterals within the work zone of C-466A.

Attachments (list documents supporting change):

D.A.B. Constructors, Inc. cost proposal dated 04/23/2014

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$211,158.45

[Increase] [Decrease] from previously approved Change Order No. :

\$N/A

Contract Price prior to this Change Order:

\$211,158.45

[Increase] [Decrease] of this Change Order:

\$ 15,090.00

Contract Price incorporating this Change Order:

\$226,248.45

Original Contract Times:

Working days Calendar days

Substantial completion (days or date): September 30, 2014

Ready for final payment (days or date): November 14, 2014

[Increase] [Decrease] from previously approved Change Order No. :

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): September 30, 2014

Ready for final payment (days or date): November 14, 2014

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date): September 30, 2014

Ready for final payment (days or date): November 14, 2014

RECOMMENDED:

By: [Signature]

Engineer (Authorized Signature)

Date: 04/24/2014

ACCEPTED:

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized)

Date:

Richard V. Busche, P.E., CFM
Vice President
Kimley-Horn and Associates, Inc.

END OF SECTION

D.A.B.
Constructors, Inc.

P.O. Box 1589 - Inglis, Florida 34449
(352) 447-5488 - Fax (352) 447-4133

E-mail: KATHRYNB@dabcon.com

Mr. Richard Busche, PE, CFM
Kimely-Horn
1823 Southeast Fort King Street
Ocala, Fl. 34471

4/23/14

RE: PROJECT NO: ITB-016-0-2013/at
DAB Job: 584
COUNTY: Sumter County
Location: CR 466A From US 301 to Powell Road
Wildwood, Fl.

Subject: Cost Proposal New Sewer Laterals

Mr. Busche:

D.A.B. Constructors, Inc. proposes the following cost for the replacement of approximately 15 existing sewer laterals.

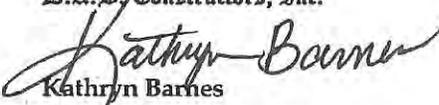
New Sewer Lateral to existing Clay Pipe & Existing WYE	\$540.00 EA
ADD IF Existing WYE needs Replacement	\$466.00 EA

The price for the new sewer service assumes the existing wye can be tied into. If the existing wye needs to be replaced there is additional cost provided. Also please note that this pricing assumes an existing 4" clay sewer main.

The price proposed does not include:

1. Tie in's to the house that require a plumbing license.
2. Work beyond the right of way
3. Work beyond the clean out
4. Concrete pads or boxes around the clean out
5. Services beyond 4" in size.
6. Testing
7. Bends or fittings not shown-Assume a straight run to clean out.
8. Disposal or clean-up of any contaminated material
9. Pump Trucks, Vacuum Trucks or any manner of Sewer bypass service.
10. As-Builts by others or additional cost

Sincerely,
D.A.B. Constructors, Inc.


Kathryn Barnes
Project Manager

KB/kb
CC: File

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Meeting Management Software for Agendas and Minutes

REQUESTED ACTION: Approval of Staff's recommendation

Work Session (Report Only)

Regular Meeting

DATE OF MEETING:

April 28, 2014

Special Meeting

CONTRACT: N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

IQM2

Termination Date: _____

Executive/City Clerk

BUDGET IMPACT: Budgeted Item - \$15,000

Annual

Capital

N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Staff from the Executive and Clerk's Departments, along with website personnel viewed five demonstrations from five separate Meeting Management Software Companies. The top two companies based on factors such as software location, training, ease of use, and annual costs were chosen. The top two are:

IQM2, Inc. - Annual Cost of \$5,880.00, billed monthly, all training included (Staff Recommendation)

NovusAGENDA - Annual Cost of \$4,950, billed monthly, Additional training provided at \$2450.00 per day/2day minimum.



Government Meeting Management Software

City of Wildwood, FL

Submitted By:

Kevin Strauss
Regional Executive

IQM2 Inc.
100 Comac Street
Ronkonkoma, NY 11779
(631) 619-2017

3/7/2014



IQM2, Inc. Terms, Conditions and Pricing for City of Wildwood, FL

IMPORTANT NOTICE TO USER: IQM2, Inc. owns all intellectual property in the MinuteTraq, MediaTraq and E-Boardroom software "Software". You shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of New York.

2. Software License. This software program and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by IQM2 as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses.

3. Continued Services

3.1 Updates and Renewals. If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by IQM2. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by IQM2.

3.2 Service Level Agreement "SLA". Technical support is available twenty-four (24) hours per day, seven (7) days per week for the term of this Agreement. IQM2 policy requires a response from a support staff member within 60 minutes which will result (if necessary) in a formal submission of a case #. Client will be notified of estimated resolution schedule.

3.3 Hosting. IQM2 agrees to maintain customer data in a Tier-2 datacenter and is committed to providing 99.9% uptime and availability. IQM2 will perform nightly backups of your hosted data to an alternate physical location.

3.4 Ownership of Data. All hosted data belongs to the customer. At the request of the customer IQM2 will provide a backup of all database information and files through a downloadable backup or DVD. IQM2 agrees to provide this service without charge at least once per year.

4. Payment Terms & Fees

4.1 Billing Procedures. **SaaS Services of \$490 per month billing will begin upon project start date (first discovery call with trainer).** Each subsequent payment will occur on the 1st or 15th of each month. IQM2 reserves the right to charge a 5% cost of living per year. Payment Terms are **NET 30 Days**. This agreement can be terminated at any time with **30 days** prior written notice. Initial here _____

4.2 Travel Expenses. Travel expenses are not included and will be invoiced separately.

4.3 Hardware. IQM2 does not warranty any hardware. Hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost.

5. Limitation of Liability. In no event will IQM2 be liable to you for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if an IQM2 representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. IQM2's aggregate liability shall be limited to the amount contracted for the software, if any.

6. Pricing Structure:

SKU #	Description	Monthly SaaS	One Time
20-301	MinuteTraq - Unlimited	\$490 / mo	
10-002	System Configuration, Implementation & Training		Waived/Included
Total – Monthly SaaS		\$490 / mo	



7. Electronic Payment Discount: IQM2 offers an optional 2% discount on all services that can be electronically paid through credit card. By submitting your credit card information here you agree to allow IQM2 to charge your monthly SaaS fee (less 2% discount) of **\$480 / mo** in accordance to our regular payment terms.

_____	_____	_____	_____
Type	Card #	Name on Card	Expires
_____			_____
Billing Address (Street, City, State, Zip)			Security Code

City of Wildwood, FL

IQM2, Inc.

Signature



Signature

Printed Name, Title

Daryl Blowes, CEO

Printed Name, Title

Date: _____

Date: 3/7/2014

Billing Contact: _____

Billing Address: _____

Meeting Management Solution

Presented to: Wildwood City

DATE: 3-5-14

Manufactured By:


Novusolutions

10012 N. Dale Mabry Hwy

Suite 115

Tampa, FL 33618

Presented By:

Byron Gillin

bgillin@novusolutions.com

800-274-5624 x703



NOVUSAGENDA

Pricing Proposal



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Pricing Proposal



EXECUTIVE SUMMARY

Government organizations today are being forced to do more with less in regard to their public meeting documents. States are enforcing Open Meeting Laws to accommodate the changing technical environment of your area. Your public demands information and transparency relevant to their family and business. Your board demands meeting materials be up to date and easy to research previously discussed issues in order to be better prepared for your upcoming public meetings. How can government organizations meet all of these demands with the limited funding you have available?

We recommend that integrated meeting and agenda management software be implemented across your organization! [NovusAGENDA](#) is an electronic solution designed to create, approve and track items for upcoming and past board meetings. Whether your organization is adding an agenda item, like the approval for a new employee benefit offering or the construction of a baseball field, NovusAGENDA will provide the controlled, well-organized systematic solution to truly make your organization paperless. With the NovusAGENDA foundation in place internally, your board members and public can now access the information they need on demand at any time from any device!

NovusAGENDA will reduce your internal staff labor of processing individual items and back up material by over 50% while eliminating all paper and copy costs your organization currently has budgeted for this part of your business. The savings does not stop there! If board members wish to go electronic, distribution and printing costs will also be eliminated as well as a reduction in research time bringing the full power of electronic data access to the fingertips of each board member. Tools for the board member include:

- Logging in through a secure username and password on any device (i.e., iPads, etc)!
- Viewing agendas and all materials well before the meeting
- Viewing specific items along with support material including Closed Session items
- Making secure personal private comments on any item for their own purposes
- Researching past Agenda, Minutes and Personal Private Comments.
- Real time analytics on spending patterns and goal tracking

The savings continue during your meeting as NovusAGENDA has all the tools to automate the creation of your minutes, track and record voting, motions, and much more, such as video streaming indexed for you and your public. NovusAGENDA's unique reporting module empowers your administrators with the data from your meetings to make data-driven decisions for the organization and track your progress along the way.

Novusolutions award winning staff brings over 13 years of experience working with hundreds of government NovusAGENDA clients across the country. Our support team will be an extension to your organization to offload all software management, training, and support, so you can focus on providing the public and board the transparency they demand. ***NovusAGENDA is the one comprehensive solution to make paperless meetings easy!***

Pricing Proposal



INSTALLATION

Our Cloud Computing partner is Amazon Cloud based Web Services, <http://aws.amazon.com/>. They offer world class cloud computing solutions with full 24 X 7 backup and reliable infrastructure designed for today’s complex computing challenges.

Amazon Hosting
NovusAGENDA Application runs on EC2 servers.
<http://aws.amazon.com/ec2/>

Backups are run daily and stored on Amazon S3
<http://aws.amazon.com/s3/>

This option allows you to outsource the hosting of the software to Novusolutions. This is by far the most popular option in today’s environment.

Self Hosting is available if needed. Contact us for more information.

DEPLOYMENT SERVICES

Standard services are required for deployment and included in the pricing and support.

Included Standard Deployment Services	
Configured Item Details	This screen is configured to add fields to our standard form required by your organization.
Configured Public Agendas	The public agenda is configured to mimic your current layouts.
Configured Minutes Page Set	The page set includes draft and final minutes layout.
Custom Workflows	Workflows can be pre-configured allowing users to simply submit items to named workflows which are then built for them automatically.

Pricing Proposal



Solution Overview	This session is with key staff including Board Clerk, IT staff assigned to support the software and key Board Clerk staff. The session involves a complete system overview and workflow building session. This session is delivered prior to any other training so key staff are very familiar with the solution and the workflows are correct prior to staff training.
PDF converter	Attachments and agenda packets are converted to one single PDF file.
Video Services	Do you already video record your meetings? If so, NovusAGENDA will offer you two meetings per month to be uploaded and streamed to the public off our servers <u>at no additional cost</u> . You take your existing video and simply upload it to our servers. Once it is converted, you can link clients to that video stream off your meeting. If you are looking for indexing or are starting from scratch and would like to record your meetings, please see our Video Service Considerations Section.

PILOT PROGRAM

Novusolutions has agreed to offer you a pilot program of NovusAGENDA to confirm the cost and efficiency savings. Novusolutions is confident that NovusAGENDA will exceed expectations, eliminate paper, and improve the business process of agenda creation and meeting management. There will be no cost for the 2 meeting cycle duration of this pilot.

Upon successful implementation of the pilot, you will then agree to continue using NovusAGENDA for the Pricing outlined below. However unlikely, if NovusAGENDA does not satisfy your needs, then no commitment is required and the service will be turned off.

The Approval Page of this document will need to be signed prior to beginning this agreement. This will allow Novusolutions to dedicate the resources to begin the project.

Pricing Proposal



PRICING

All pricing includes an unlimited use license enabling support for as many meeting types as you need at no added license costs. There are no user licenses either. "Unlimited use" means unlimited use with NovusAGENDA no matter which installation option you choose.

NOVUSAGENDA SOFTWARE PRICING

Item	Pricing (Annually)
NovusAGENDA	\$4,950
NovusMEETING	Included
NovusBOARDVIEW	Included
NovusREPORTING	Included
Board and Committee management	Included
Video Integration	Included
Video Services	See Video Services Considerations
Laserfiche integration	Included. Contact us if integration required with other tools
Total Annual Cost	\$4,950
Option In Meeting Tools (Voting, etc.)	Additional \$600 annually

Pricing Proposal



NOVUSAGENDA TRAINING PRICING

Standard training services are required for deployment.

Standard Remote Training Services	Description
Administrator Training	This is remote training to train one or two system administrators on managing user rights in NovusAGENDA. The cost is for the class not per student. This class is delivered remotely using web meeting technology managed by Novusolutions.
Board Clerk Training	Training including meeting management, agenda preparation, minutes and system oversight. Delivered remotely using web meeting.
User Training	Training includes creating items, copying old items to new meeting and item submission and approval process. Delivered remotely using web meeting.
Board Training	Training includes viewing agendas, minutes, and all documentation for upcoming meetings, making private notes, researching past meeting information and notes, and analyzing reports and meeting data.
Web Based Training	Web-based training videos for all staff to view on demand via Internet. Videos include: <ul style="list-style-type: none"> • User training • Board Clerk Training • Board Training
Total One Time Cost	Waived for Wildwood City

Pricing Proposal



OPTIONAL TRAINING SERVICES

Additional remote training – Included for new releases and refresher training. If retraining is needed due to turnover or other issues we also include a Web-Based Training Portal and regularly scheduled Client Webinars.

Optional Onsite training - \$2,450 per day includes travel, 2-day minimum.

PRICING SUMMARY FOR NOVUSAGENDA

- Year 1 \$4,950 (Includes one-time Standard Remote Training Services).
- Please add \$600 for In Meeting Tools such as Board Member Voting, Request to Speak, etc.
- Year 2 \$4,950 (Annual Maintenance and Support)
- Please add \$600 for In Meeting Tools such as Board Member Voting, Request to Speak, etc.)
 - Please add \$600 for Laserfiche Integration maintenance if that is being utilized
- Year 3 \$4,950 (Annual Maintenance and Support)
- Please add \$600 for In Meeting Tools such as Board Member Voting, Request to Speak, etc.)
 - Please add \$600 for Laserfiche Integration maintenance if that is being utilized

There are NO long term contracts to sign with NovusAGENDA.

Payment Terms – Payment is due at the end of the successful pilot term.

VIDEO STREAMING SERVICES CONSIDERATIONS

The pricing above includes the option for clients to upload the existing video of their meetings to our servers and create a link to those videos on their agendas and minutes in NovusAGENDA (limit of 2 meetings a month). However, many clients require additional video services. NovusAGENDA provides state of the art video streaming technology and services completely hands-free! Contact us for pricing on hardware and the video streaming services that best fit your needs. These video services can be added at any time!

PROPOSAL TERMS AND CONDITIONS

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS LICENSE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE NOVUSAGENDA SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE TOTAL VALUE OF THE ANNUAL CONTRACT.

OWNERSHIP OF DATA

Pricing Proposal



The client owns all data stored in their NovusAGENDA data base from the instant you touch the keyboard. In the event the client terminates service or NovusAGENDA ceases business operations the data will be sent to your organization along with database schema to make the data accessible. All data is stored in an MSSQL database and also can be accessible on demand anytime by using the included NovusAGENDA Reporting Module.

PRICE TERMS

The pricing in this proposal is set for three years. Even though there is no contract or commitment to sign with NovusAGENDA, we want our clients to have budget security on this project. If a price increase is needed for any reason, the client will be notified more than a budget year in advance of the increase and would be no more than the CPI (Consumer Price Index) for the period.

Services are billed annually. All invoices are due within 30 days of issue date.

OTHER TERMS

NovusAGENDA is offered with a free pilot program so additional performance bonds or other such instruments are not needed to insure successful delivery. No payments are required until clients complete the pilot cycle.

NovusAGENDA carries commercial general liability insurance of \$1,000,000 that should be more than enough to cover risk for this SaaS solution. The cost for any additional insurance or bonds required by a client will be passed onto the client.

In lieu of escrow accounts NovusAGENDA will agree to provide a full unlimited use licensed copy of the software to any client in the event NovusAGENDA ceases operations.

All data is backed up in our Amazon cloud daily and kept in redundant locations. If clients require copies of data backups these can be provided quarterly at an additional fee. Contact NovusAGENDA sales team for costs.

HOW DO I ORDER?

We require your signature on the approval page listed below. Once that has been signed and sent back to Novusolutions we will assign your project manager. If you choose to issue a purchase order you may attach it to these documents or send it in under separate cover.

You can email to sales@novusolutions.com or :

Mail to: Novusolutions, 10012 N Dale Mabry Hwy, Suite 115, Tampa, Florida 33618-4425

Fax to: 954-337-0761 Attn: Sales

Pricing Proposal



APPROVAL PAGE

Wildwood City hereby agrees to proceed with the project, initiating with the Pilot project described above and, following a successful Pilot cloud implementation, will move forward with NovusAGENDA. If the pilot is not successful, there is no cost or obligation.

In order to proceed with the Pilot implementation, this Authorization must be signed, which will initiate assignment of personnel to begin the Pilot project. After the successful pilot, please choose which option you will prefer to deploy (not binding as you can change your mind).

OPTIONAL COMPONENTS: Please check any options to be included.

- NovusAGENDA In Meeting Tools (Voting, request to speak, etc.)
- NovusAGENDA Video (Hardware may need to be purchased based on Package chosen)

The Pilot duration will be 60 days from beginning. The deployment, training, and consultation should typically take no more than 30 days. Your two meeting cycles as part of the pilot will typically be the following 30 days.

Signature

Date

Printed Signature

Purchase Order Number _____ (optional)

Invoice Address: _____

Accounts payable contact: _____

Phone _____

E-mail _____

3. Cabarrus County, NC – 181,400
4. Albemarle, NC – 15, 913
5. Chapel Hill, NC – 58,011

New Jersey

1. Old Bridge, NJ – 22, 833

Ohio

1. Cuyahoga County, OH – 1,270,200
2. Columbus City Schools, OH

Oklahoma

1. Ardmore, OK – 24, 553

Texas

1. El Paso County, TX – 700,000
2. Seabrook, TX – 12,200
3. Alief Independent School District, TX – 45 Schools
4. Brazos County, TX – 197, 632

Virginia

1. Newport News, VA – 179, 611

Washington

1. Yakima, WA – 92, 500

Wyoming

1. Gillette, WY – 29,300

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Workshop Needed for Presentation of Districts Map (Draft)

REQUESTED ACTION: Schedule a Workshop for May 5th or 7th

Work Session (Report Only) **DATE OF MEETING:** April 28, 2014
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: _____

Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

Staff would like to request a Workshop with the Commission for the consultant to present the draft map of the proposed voting districts that may be created.

Staff recommends a Workshop be scheduled for the consultant to present the draft map. Staff has targeted either May 5 (Monday) or May 7 (Wednesday) as the preferred date.



Jason F. McHugh, AICP
Assistant City Manager/Director of Strategic Planning

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Regularly Scheduled Commission Meeting: 5/26/14

Reschedule the 5/26/14 Meeting

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING: <u>April 28, 2014</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting

CONTRACT: <input checked="" type="checkbox"/> N/A	Vendor/Entity: _____
Effective Date: _____	Termination Date: _____
Managing Division / Dept: _____	_____

BUDGET IMPACT: _____

<input type="checkbox"/> Annual	FUNDING SOURCE: _____
<input type="checkbox"/> Capital	EXPENDITURE ACCOUNT: _____
<input checked="" type="checkbox"/> N/A	

HISTORY/FACTS/ISSUES:

The second Commission meeting in May happens to fall on Memorial Day, a day in which City Hall is closed. The Commission has two options: 1) cancel the meeting or 2) reschedule the meeting.

A second commission meeting in late May/early June is a critical milestone in the adopted schedule for the proposed amendment to the City Charter to establish voting districts. This meeting is scheduled to be the first reading of the Ordinance proposing the amendment. Holding the meeting also helps keep other project reviews/approval on schedule.

Staff recommends the meeting is rescheduled to a date that is acceptable to the City Commission. Staff's preferred date would be June 2, 2014.



Jason F. McHugh, AICP
Assistant City Manager/Director of Strategic Planning

City of Wildwood
Fleet Services Department
410 Gray Street
Wildwood, Florida 34785
Phone: 352-330-1343 Fax: 352-330-1353

Memo

To: City Manager, City Commissioners
From: Steve Watson
Date: April 16, 2014
Re: Surplus Items

We have just completed the sales of our surplus of vehicles and equipment thru the auction site.

Our total received is: \$17,685.40