

Agenda

Agenda

CITY COMMISSIONERS OF THE CITY OF WILDWOOD

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

May 23rd, 2011
 7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

AGENDA

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

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	PUBLIC HEARING – 2nd FINAL READING	NONE at this time
----------------	--	-------------------

* Quasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATIONS:

- (First) – Health Care Benefit Package Presentation (Deanna Cox, HR) (Attachments)
- (Second) – Health Care Benefits Comparison & Cost Presentation (Robert Smith, City Manager) (Attachments)
 - a. City Manager
 - b. City Attorney
 - c. City Clerk
 - d. Commission Members
 - e. Public Forum (10 minute time limit)
 - f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

a. **MINUTES**

1. Minutes of Regular Meeting held on May 9th, 2011 (Attachments – Staff Recommends Approval)

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

1. None

c. RESOLUTIONS FOR APPROVAL:

1. None

d. APPOINTMENTS

1. None

e. CONTRACTS AND AGREEMENTS

1. SECO Franchise Agreement (Attachments – Board Option)
2. Review/approval requested of the FDOT State Highway Lighting, Maintenance, and Compensation Agreement Work Order for FY2011-12 (Attachments – Staff Recommends Approval)

f. FINANCIAL

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Review/approval for a 2011 Ford E-350 Van, with additions, for Public Works Department (Prison Van) (Attachments – Board Option)
3. Review/approval requested for tractor in Public Works Department (Attachments – Staff Recommends Approval)
4. Review/approval requested for lawn mowers in Public Works Department (Attachments – Staff Recommends Approval)
5. Contract Change Order No. 2 – Hamlet Construction Co. for the CR521 water main extension project (Dave Grimm to address) (Attachments – Staff Recommends Approval)
6. Review/approval requested from Jason Hargrove, PRC, to replace ground light fixtures at city hall and the community center (Attachments – Staff Recommends Approval)

g. GENERAL ITEMS FOR CONSIDERATION

1. Discussion relative to Barnes, Ferland & Associates Environmental Engineering Services Contract (Attachments – Board Option)
2. Update and discussion relative to summer recreation (camp) (Jason Hargrove, PRC) (Attachment)

4. ADJOURN:

NOTES – NO ACTION REQUIRED:

- a. None

REPORTS:

CITY MANAGER (2.a.f.):

1. FYI – Projects meeting notes from KHA (Attachments)
2. FYI – Legislative Updates (NO Attachments)
3. FYI – April Budget Analysis Report (Attachments)
4. FYI – E911 State Grant Application (SCBOCC) – Wildwood Community Center (Attachments)

1. **TIMED ITEMS AND PUBLIC HEARINGS**

7:00 PM (a)	PUBIC HEARING TIMED ITEMS	NONE at this time
----------------	--------------------------------------	-------------------

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATION:

- **(First)**: Presentation by Deanna Cox, HRO - Health Care Benefit Package
- **(Second)**: Presentation by Robert Smith, City Manager - Health Care Benefits Comparison & Cost Presentation

(a) CITY MANAGER:

NOTES: (2.f.)

None

REPORTS: (2.f.)

(See "f" below)

(b) CITY ATTORNEY:

(1)

(c) CITY CLERK:

(1)

(d) COMMISSION MEMBERS:

(1)

(e) PUBLIC FORUM:

(1)

(f) NOTES/REPORTS/FILED ITEMS:

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

1. FYI – Projects meeting notes from KHA (Attachments)
2. FYI – Legislative Updates (NO Attachments)
3. FYI – April Budget Analysis Report (Attachments)
4. FYI – E911 State Grant Application (SCBOCC) – WW Community Center

Public Risk Management (PRM) Group Health Trust

Ross Furry
Executive Director

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

Richard G. Schell
Area Vice President

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



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

SPECIAL PRESENTATION - (First) - Health Care Benefit Package Presentation (Deanna Cox, HR)

What is PRM?

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



Advantages of PRM

☐ Flexibility

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

☐ Positive Effects of Pooling and Self Insurance

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



Advantages of PRM (continued)

■ Proven Track Record

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

■ Three Levels of Customer Service

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



Blue Cross and Blue Shield



BlueCross BlueShield
of Florida

An Independent Licensee of the
Blue Cross and Blue Shield Association
Serving Members and Businesses of Florida.

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



Blue Cross and Blue Shield



- **What does PPO Mean?**

PPO stands for Preferred Provider Organization. This type of insurance will normally require you to visit doctors within a certain network in order to receive insurance coverage.

This type of plan normally will have a deductible and may include a co-payment for doctor visits.



Blue Cross and Blue Shield



- **What does HMO Mean?**

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



Blue Cross and Blue Shield



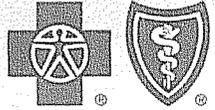
BlueCross BlueShield
of Florida
An Independent Licensee of the
Blue Cross and Blue Shield Association
Serving Members and Businesses of Florida.

BlueComplements (Discounts and More for Plan Members)

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



Blue Cross and Blue Shield



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



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

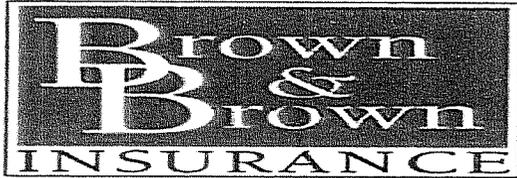
As a member of Blue Cross and Blue Shield of Florida, you automatically have access to the content, tools and discounted offers available through Blue365.



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

SPECIAL PRESENTATION - (First) - Health Care Benefit Package Presentation (Deanna Cox, HR)

Comparison Plan 3359



Gallagher Benefit Services, Inc.

Carrier Plan BCBS 3359

Carrier Plan BCBS 3359

IN NETWORK BENEFITS

In Network

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

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

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

Diagnostics
 Laboratory Services PAID AT 100%
 Basic - XRays, Simple Diagnostic \$50 Co-pay

Out of Pocket Max
 Individual / Family \$3000 / \$6000

OUT OF NETWORK BENEFITS

Out of Network

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

IN NETWORK BENEFITS

In Network

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

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

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

Diagnostics
 Laboratory Services PAID AT 100%
 Basic - XRays, Simple Diagnostic \$50 Co-pay

Out of Pocket Max
 Individual / Family \$3000 / \$6000

OUT OF NETWORK BENEFITS

Out of Network

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

SPECIAL PRESENTATION - (First) - Health Care Benefit Package Presentation (Deanna Cox, HR)

PRM/Gallagher Benefit Services

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

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



9 YEAR RENEWAL HISTORY

<u>PLAN YEAR</u>	<u>Estimated Carrier Trend</u>	<u>Overall Net Pool Increase</u>	<u>Actual increase to the City</u>
2002 – 2003	18.0%	14.5%	21% (04-01-03)
2003 – 2004	17.7%	14.0%	
2004 – 2005	16.2%	4.4%	0%
2005 – 2006	15.0%	7.2%	5%
2006 – 2007	14.4%	11.6%	15.16% - changed Plan Design and was reduced to 2%
2007 – 2008	13.2%	0.0%	23.86%
2008 – 2009	12.6%	5.0%	13.24% - changed Plan Design
2009 – 2010	10.5%	3.3%	24.89% - changed Plan Design and was reduced to 10%
2010 – 2011	12.5%	11.2%	21.29% - changed Plan Design and was reduced to 10%





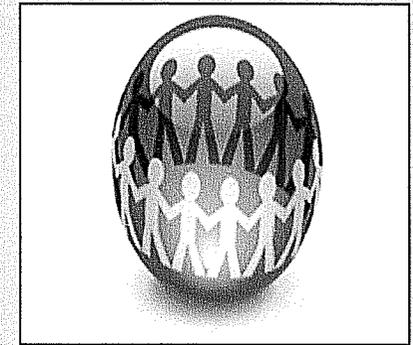
- Web-based, customized Employer Benefits Portal
- Reporting Capabilities
- Enrollment Options available for employees
- Full Eligibility Management Services
- Open Enrollment Management
- Year-round payroll deduction reporting
- Carrier file processing
- Consolidated billing for PRM coverages
- Employee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



Businessolver (continued)

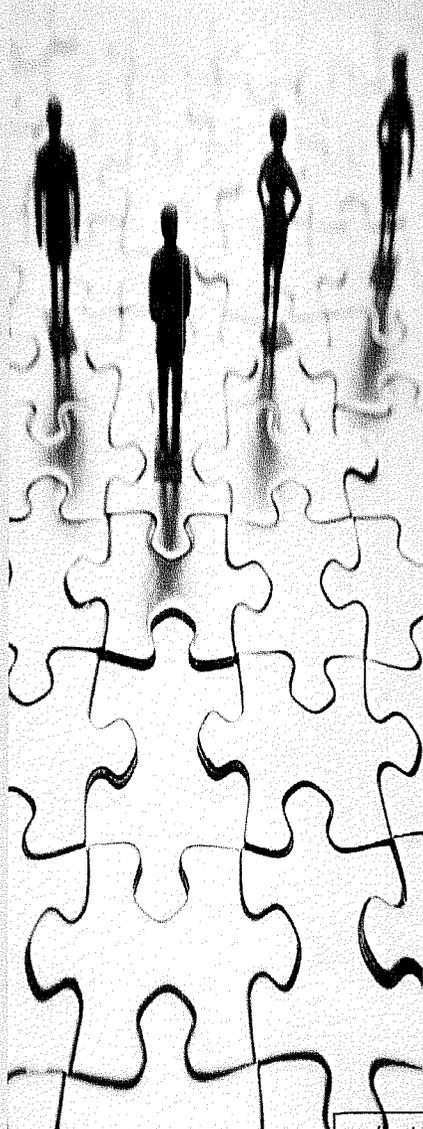
What to expect with Businessolver

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



Current PRM Members

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

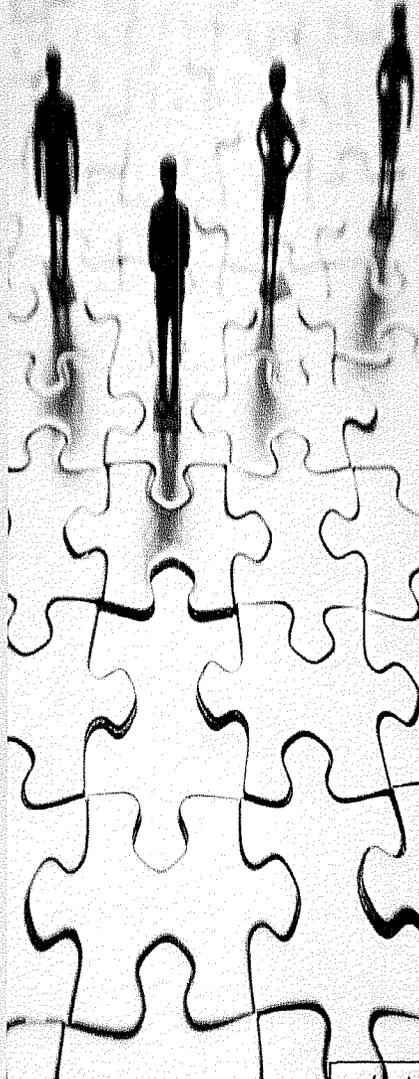


Hardee County BOCC
City of Treasure Island
Town of Lady Lake
City of Punta Gorda
Sarasota-Manatee Airport
City of Zephyrhills
Taylor County BOCC
City of Labelle
City of Bartow
City of Indian Rocks Beach
Town of Kenneth City
Port LaBelle Community Dev. Dist.
South Florida Conservancy District
Okeechobee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



Current PRM Members (cont'd)

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



PROSPECTIVE MEMBERS

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



Questions



MEDICAL

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

BROWN & BROWN (5% increase for EE Only) BLUE OPTIONS 3900 PLAN	EE	ES	EC	EF
	FY	FY	FY	FY
	2011-'12	2011-'12	2011-'12	2011-'12
Mthly Prem. Paid by City	\$ 455.45	\$ 1,011.09	\$ 828.91	\$ 1,398.22
Add DEPENDENT(s)		\$ 555.64	\$ 373.46	\$ 942.77
PER PAY	\$0.00	\$256.45	\$172.37	\$ 435.12

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

BROWN & BROWN (5% increase for EE Only) BLUE OPTIONS 5773 PLAN	EE	ES	EC	EF
	FY	FY	FY	FY
	2010-'11	2010-'11	2010-'11	2010-'11
Mthly Prem. Paid by City	\$ 560.70	\$ 1,244.76	\$ 1,020.48	\$ 1,721.36
Add DEPENDENT(s)	\$ 105.25	\$ 684.06	\$ 459.78	\$ 1,160.66
PER PAY	\$48.58	\$364.30	\$260.79	\$584.27

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

Dental / Vision

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

RELIANCE STANDARD CURRENT DENTAL / VISION	EE	ES	EC	EF
	FY	FY	FY	FY
	2010-'11 2011-'12	2010-'11 2011-'12	2010-'11 2011-'12	2010-'11 2011-'12
Mthly Prem. Paid by City	\$ 35.72	\$ 77.76	\$ 99.68	\$ 141.72
Add DEPENDENT(s)		\$ 42.04	\$ 63.96	\$ 106.00
PER PAY	\$0.00	\$ 19.40	\$29.52	\$ 48.92

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

Basic Life / AD&D

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

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

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

RELIANCE STANDARD CURRENT Add'l Life Insurance per \$10,000	
Under 30	\$.83
30-34	.79
35-39	1.23
40-44	1.85
45-49	3.10
50-54	5.05
55-59	8.61
60-64	10.66
65-69	16.10
70 & Over	31.30

CITY of WILDWOOD		EFFECTIVE DATE 10-01-2010		FISCAL YEAR 2010-2011		FISCAL YEAR 2010-2011			
		Current BROWN & BROWN Plans		BROWN & BROWN SAME Plans		Proposed PRM Plans			
IN-NETWORK BENEFITS	Carrier	BCBS Lower Cost	BCBS Predictable Cost	BCBS Lower Cost	BCBS Predictable Cost	BCBS Blue Options	BCBS Blue Choice PPO	BCBS HMO	
	Plan	3900	5773	3900	5773	03559	0727	042	
BENEFITS		In Network	In Network	In Network	In Network	In Network	In Network	In Network	
Deductible - Individual / Family		\$1,500 PER PERSON	\$2,500 / \$7,500	\$1,500 PER PERSON	\$2,500 / \$7,500	\$750 / \$2,250	\$500 / \$1,500	NO DEDUCTIBLE	
Coinsurance		50%	20%	50%	20%	20%	20%	N/A	
Prescription Drugs - Retail		\$10 GENERIC ONLY	\$10/\$50/\$80 + \$300 CYD	\$10 GENERIC ONLY	\$10/\$50/\$80 + \$300 CYD	\$10 / \$25 / \$60	\$5 / \$35 Generic & Preferred	\$10 / \$25 / \$60	
OFFICE VISITS									
Primary Care Physician		\$35 CO-Pay	\$35 CO-Pay	\$35 CO-Pay	\$35 CO-Pay	\$20 CO-Pay	\$15 CO-Pay	\$15 CO-Pay	
Specialist		\$50 CO-Pay	\$85 CO-Pay	\$50 CO-Pay	\$85 CO-Pay	\$35 CO-Pay	\$15 CO-Pay	\$35 CO-Pay	
Adult Wellness		NO MAXIMUM	NO MAXIMUM	NO MAXIMUM	NO MAXIMUM	NO MAXIMUM	NO MAXIMUM	NO MAXIMUM	
Well Child		\$35 / \$50 + 50% COINS	\$35 / \$85	\$35 / \$50 + 50% COINS	\$35 / \$85	\$0 / \$0	\$0 / \$0	\$0 / \$0	
Hospital & Outpatient Facility		OP 1 / OP 2		OP 1 / OP 2		OP 1 / OP 2			
Inpatient Hospitalization		\$1,500 / \$2,500 CO-Pay	\$300 + DED + 20% COINS	\$1,500 / \$2,500 CO-Pay	\$300 + DED + 20% COINS	\$750 CO-Pay / \$1,250 CO-Pay	DED + 20% COINS	\$150 CO-Pay per day up to \$750 MAX	
Outpatient Hospitalization		\$300 / \$400 CO-Pays	DED + 20% COINS	\$300 / \$400 CO-Pays	DED + 20% COINS	\$150 CO-Pay / \$250 CO-Pay	DED + 20% COINS	\$200 CO-Pay	
Emergency Room Visit		CYD THEN 50%	\$350 CO-Pay	CYD THEN 50%	\$350 CO-Pay	\$100 CO-Pay + 20% COINS	DED + 20% COINS	\$50 CO-Pay	
Urgent Care Center		CYD THEN 50%	CYD + COINS	CYD THEN 50%	CYD + COINS	\$35 CO-Pay	\$15 CO-Pay	\$35 CO-Pay	
Diagnostics									
Independent Clinical Labs		CYD	\$0	CYD	\$0	\$0	20% COINS - NO DED	\$0	
Independent Diagnostic Testing Facility		CYD + 50% COINS	\$100 CO-Pay	CYD + 50% COINS	\$100 CO-Pay	\$100 CO-Pay	\$15 CO-Pay	\$0	
Out of Pocket Max									
Individual / Family		\$10,000 / \$10,000	\$6,500 / \$13,000	\$10,000 / \$10,000	\$6,500 / \$13,000	\$3,000 / \$9,000	\$1,500 / \$4,500	\$1,500 / \$3,000	
MONTHLY PREMIUMS		Current Rates		Proposed Rates		Proposed Rates			
Employee Only		\$ 435.57	\$ 541.68	\$ 455.45	\$ 560.70	\$ 485.11	\$ 530.20	\$ 548.02	
Employee + Spouse		\$ 901.63	\$1,121.27	\$1,011.09	\$1,244.76	\$1,020.37	\$1,123.16	\$1,163.80	
Employee + Child(ren)		\$ 818.87	\$1,018.35	\$ 828.91	\$1,020.48	\$ 924.19	\$1,016.61	\$1,053.15	
Family		\$1,382.93	\$1,719.35	\$1,398.22	\$1,721.36	\$1,572.36	\$1,734.66	\$1,798.83	
<i>This comparison analysis is intended only to highlight certain benefits.</i>						<i>Deductible, CO-Pays & COINS all go towards Out of Pkt. MAX and once that figure is met everything is paid @ 100% excluding RX's</i>		<i>COINSURANCE only goes towards Out of Pkt. MAX and once that figure is met...still will need to pay CO-Pays & RX's</i>	<i>ALL CO-Pays including RX's go towards Out of Pkt. MAX and once that figure is met everything is paid @ 100%</i>

**THE FOLLOWING PAGES ARE QUESTIONS THAT
WERE PRESENTED TO THE CITY OF WILDWOOD
FROM BROWN & BROWN DIRECTED TO THE PRM
POOL FOR ANSWERING....**

Deanna Cox

To: Richard_Schell@ajg.com
Subject: RE: Questions

Are the Financials of the PRM Self Insured Program available for review?

Files below contain: Letter from the Florida Office of Insurance Regulation stating the PRM Health Plan is in compliance with the requirements of Section 112.08, F.S.. In addition, please find the Actuarial Report for the Plan year 10/1/09- 9/30/10

What is the last 5 year historic rate and reserves trend?
9 year renewal history has already provided

How much surplus has been burned to offset rates?
PRM does not "burn" surplus. The membership has the option to vote on utilizing surplus to offset all or a portion of renewal increases.

What is the stop loss retention limit?
Specific reinsurance deductible is currently at \$300,000

Who is the stop loss carrier?
ING

What is the rate structure for the BCBS ASO agreement?
Monthly PEPM (per employee per month) administrative fees are fixed through September 30, 2015

Has any member been lasered in the past?
PRM does not allow specific stop loss lasering

What is the stop loss claims history for the last 5 years?
?

What is the rate structure of other members?
All member payable rates are different. Initial rates are developed based on member experience, plan designs and demographics

Are the current members happy with the program?
One member has left the pool in the last 14 years. I believe this speaks volumes to PRM's premiums, renewal process and customer service.

How long is the minimum commitment, "golden handcuff", for the program?
State Statute requires a 60 day withdrawal notice

How will my claims data effect the rate?
Entity claims are used to develop initial rates and third and subsequent year renewals

Is there a 60 day claims deposit?
PRM follows the Blue Cross recommended guidelines regarding run-out reserves

Who pays the claims if the fund goes broke?
Self funded public sector entities are responsible for any shortfall



**SPECIAL PRESENTATION - (First) - Health Care Benefit
Package Presentation (Deanna Cox, HR)**

**FINANCIAL SERVICES
COMMISSION**

**RICK SCOTT
GOVERNOR**

**JEFF ATWATER
CHIEF FINANCIAL OFFICER**

**PAM BONDI
ATTORNEY GENERAL**

**ADAM PUTNAM
COMMISSIONER OF
AGRICULTURE**

OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY
COMMISSIONER

via email: kkettering@merlinosinc.com

February 11, 2011

Ms. Kathy Kettering
Consultant
Public Risk Management of Florida
3274-b Medlock Bridge Road
Norcross, GA 30092

**RE: PUBLIC RISK MANAGEMENT OF FLORIDA
FILE LOG NUMBER: SIP 11-01655
PLEASE REFER TO THIS FILE NUMBER WHEN CORRESPONDING**

Dear Ms. Kettering:

The Office of Insurance Regulation has reviewed your annual report for the above referenced plan for plan year ending 9/30/2010, including the statement as to the plan's actuarial soundness. Since the liabilities and assets appear to produce adequate positive surplus, your filing is **ACCEPTED** as being in compliance with the requirements of Section 112.08, F.S. We look forward to receiving your plan year 9/30/2011 report by 12/29/2011.

Thank you for filing the required information.

Feel free to contact me if you have any questions.

Sincerely,

Dan Keating, FSA, MAAA
Chief Actuary
Dan.Keating@floiir.com
(850) 413-5144

DK/md

...
DAN KEATING • CHIEF ACTUARY • LIFE & HEALTH PRODUCT REVIEW
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0328 • (850) 413-3152 • FAX (850) 922-3866
website: www.floiir.com • Dan.Keating@floiir.com

Affirmative Action / Equal Opportunity Employer

MERLINOS & ASSOCIATES, INC.
ACTUARIES AND CONSULTANTS

February 3, 2011

Mr. Daniel Keating, FSA, MAAA
Life and Health Product Review
Florida Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399-0328

Re: Public Risk Management of Florida
Section 112.08 Report for Plan Year 10/1/09 to 9/30/10

Dear Mr. Keating:

The purpose of this letter is to present the results of our review of the self-funded health benefit plan of Public Risk Management in accordance with Section 112.08 F.S.

The plan shows an estimated deficit of \$2,906,990 for the above period after taking into account the liabilities of the Fund including the IBNR Claims Reserve. As shown in Form OIR-B2-574, this decreases the surplus to \$12,675,919 as of the end of the year.

This year we used 3 methods to estimate the IBNR Claims Reserve which are summarized on Exhibit 4.

Exhibit 1: Medical Paid Lag Development Method,
Exhibit 1A: Average Medical Claims Paid Method and
Exhibits 2 and 3: Medical Completion Factor Development

Pharmacy IBNR is estimated on Exhibit 5 and is included in the estimated IBNR shown on Exhibit 4.

Based on the accumulated surplus, it is our opinion that the Fund is actuarially sound at this time. If you have any questions please do not hesitate to contact us.

Sincerely,



Gregory M. Fano, FCAS, MAAA
Consulting Actuary

GF/wkk

Enclosures

cc: Ross Furry, PRM
Kathy Kettering, M&A

PUBLIC RISK MANAGEMENT OF FLORIDA

PLAN YEAR OCTOBER 1, 2009 - SEPTEMBER 30, 2010

ANNUAL REPORT OF SELF-FUNDED HEALTH BENEFIT PLANS

FISCAL YEAR REPORT COVERING OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

1.	Premium Income	39,682,860
2.	Other Income (if amount is greater than 10% of (1) attach detailed explanation).	0
3.	Investment Income (if amount is greater than 10% of (1) attach detailed explanation).	68,145
4.	Total Income (1+2+3)	39,751,005
5.	Claims Paid	37,758,180
6.	Claim Reserves - End of Current Year (attach detailed explanation of how reserves were calculated) (See Exhibit 4, Column (5))	2,531,414
7.	Claim Reserves - End of Prior Year (must match with prior report or attach detailed explanation)	2,481,229
8.	Total Incurred Claims (Gross)(5+6-7)	37,808,365
9.	Reinsurance Recoverable	1,229,427
10.	Total Incurred Claims (Net of Reinsurance) (Line 8 - Line 9)	36,578,938
11.	Stop Loss Insurance Premiums	2,040,751
12.	Expenses	
	a. Salaries	0
	b. Consulting Fees	
	i. TPA/Insurance Company Consulting Fees	0
	ii. Other Consulting Fees	2,800
	Total Consulting Fees	2,800
	c. Office Expenses	0
	d. Other	
	i. Audit Fees	16,000
	ii. Life/Dental Premium	363,164
	iii. Service Fees (BC/BS)	3,062,465
	iv. Administration Expenses	147,096
	v. CompBenefits	92,170
	iv. Local Agent Expense	14,268
	vi. EAP	70,134
	vii. Excess Insurance Conversion Fee	33,684
	viii. Vision Service Plan	99,030
	ix. PRM-Exec P/R Transfer	51,822
	x. NEXT Generation	64,512
	x. Miscellaneous Expense	21,161
	Total expenses (a+b+c+d)	4,038,306
13.	Total Disbursements (10+11+12e)	42,657,995
14.	Operating Gain or Loss (4-13)	(2,906,990)

PLAN YEAR OCTOBER 1, 2009 - SEPTEMBER 30, 2010

OPERATING PROJECTIONS FOR SELF-FUNDED HEALTH BENEFIT PLANS

FISCAL YEAR REPORT COVERING OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013

	Current Year	Year 1	Year 2
1. Number of Employees	4,356	4,356	4,356
2. Premium Income	43,651,146	48,016,261	52,817,887
3. Other Income (includes Investment Income)	68,145	50,965	31,931
4. Total Income (2+3)	43,719,291	48,067,226	52,849,818
5. Total Incurred Claims * (Net of Reinsurance)	42,674,756	47,155,605	52,106,944
6. Total Expenses	4,240,221	4,452,232	4,674,844
7. Total Disbursements (5+6)	46,914,977	51,607,837	56,781,788
8. Total Gain or Loss (4-7)	(3,195,686)	(3,540,611)	(3,931,970)
9. Change in Surplus Due to Other Factors (contribution, withdrawal)	0	0	0
10. Surplus beginning of year	12,675,919	9,480,234	5,939,623
11. Surplus end of year (8+9+10)	9,480,234	5,939,623	2,007,653
Assumptions	Current Year	Year 1	Year 2
1. Percent Premium Increase	10.0%	10.0%	10.0%
2. Trend - Medical Expense	10.5% 5.0%	10.5% 5.0%	10.5% 5.0%
3. Premium Contribution Single Family Local Governmental Unit	n/a	n/a	n/a
4. Stop Loss Minimum Attachment Point	n/a	n/a	n/a

* Includes Premiums for Stop Loss Insurance

PUBLIC RISK MANAGEMENT OF FLORIDA

PLAN YEAR OCTOBER 1, 2009 - SEPTEMBER 30, 2010

GENERAL INFORMATION

		Benefit (a)	Benefit (b)	Benefit (c)
1.	Type of benefit	Comprehensive		
2.	Number of covered employees	4,356		
	Single (Employee only)	2,811		
	Family (Employee and Dependents)	1,545		
3.	Claims Incurred	36,578,938		
4.	Annual Claim Cost per Employee (Line3/Line2)	8,397		

SURPLUS STATEMENT

1.	Surplus from prior year. (If a deficit, show as negative surplus)	\$15,582,909
2.	Change in Surplus from Fund Operations (Gain or Loss for Year From DI4-572, Line 14)	(\$2,906,990)
3.	Change in Surplus Due to Other Factors (Contribution, Withdrawal)	\$0
4.	Overall Change in Surplus, Present Year (Sum of Line 2 and Line 3)	(\$2,906,990)
5.	Surplus, End of Current Year (Sum of Line 1 and Line 4)	\$12,675,919

NOTE: If line 5 is negative, the plan is not in good standing with the Florida Office of Insurance Regulation. This deficit must be removed by an infusion of an amount at least equal to the deficit. If the deficit is to be liquidated over a period of time, please provide the details of this program for consideration, along with a supporting actuarial opinion. If the Plan's surplus is less than sixty days of anticipated claims, other questions may be asked of the plan as the Office sees fit.

PUBLIC RISK MANAGEMENT OF FLORIDA

GENERAL INFORMATION ON SELF-FUNDED HEALTH BENEFIT PLANS

PLAN FISCAL YEAR	10/01/09 - 09/30/10
PLAN NAME	PUBLIC RISK MANAGEMENT OF FLORIDA
INDIVIDUAL CONTACT	Mr. Ross Furry, Executive Director
ADDRESS	3434 Hancock Bridge Parkway, Suite 203 North Ft. Myers. Florida 33903
FAX NUMBER	(239) 656-1066
PHONE NUMBER	(800) 367-1705
E-MAIL ADDRESS	Rfurry@prm-fl.com
ADMINISTRATOR	Blue Cross/Blue Shield of Florida
INDIVIDUAL CONTACT	Ms. Daphne L. Hicks
ADDRESS	Blue Cross/Blue Shield of Florida 2190 Airport Blvd. - Suite 3000 Pensacola, Florida 32504
FAX NUMBER	(850) 505-9333
PHONE NUMBER	(850) 505-9237
E-MAIL ADDRESS	daphne.hicks@bcbsfl.com
ACTUARIAL FIRM	Merlinos & Associates, Inc.
ACTUARY	Gregory M. Fano, FCAS, MAAA
ADDRESS	3274-B Medlock Bridge Road Norcross Georgia 30092
FAX NUMBER	(770) 453-9776
PHONE NUMBER	(678) 684-4853
E-MAIL ADDRESS	gfanoe@merlinosinc.com

PUBLIC RISK MANAGEMENT OF FLORIDA
MEDICAL CLAIM LAG REPORT

EXHIBIT 1

PLAN YEAR OCTOBER 1, 2009 - SEPTEMBER 30, 2010
(MEDICAL ONLY)

INCURRED MONTH	NUMBER OF MONTHS BETWEEN INCURRED MONTH AND PAID MONTH											TOTAL	LAG FACTOR	ULTIMATE CLAIMS (3)=(1)/(2)	IBNR (4)=(3)-(1)					
	0	1	2	3	4	5	6	7	8	9	10					11				
NOV 08													(1)	(2)	(3)=(1)/(2)	(4)=(3)-(1)				
DEC 08												2,768	2,768							
JAN 09											5,098	406	5,504							
FEB 09										14,683	10,034	1,550	26,267							
MAR 09									6,322	8,349	2,552	10,527	27,750							
APR 09									6,943	4,703	3,065	6,000	1,643							
MAY 09									12,277	4,306	15,601	4,879	973	3,333	41,369					
JUN 09							15,293	6,963	6,556	6,096	12,642	2,312	2,916	52,778						
JUL 09					16,777		90,003	354	8,963	12,134	14,318	(1,147)	(843)	140,559						
AUG 09				28,119	16,118		14,495	16,296	15,139	6,437	1,435	509	1,369	99,917						
SEP 09			83,340	61,429	46,188		9,184	31,256	(17,007)	(807)	(5,384)	1,475	(5,949)	203,715						
OCT 09	923,571	887,112	112,262	88,054	16,240		62,213	1,552	1,974	8,063	16,856	572	-1,211	1,176,209						
NOV 09	1,310,877	1,057,197	161,678	34,384	7,830		10,006	8,845	8,345	49,120	(602)	744	(6,830)	2,254,288	1.0000	2,254,288	0			
DEC 09	1,210,699	1,017,859	61,125	36,417	100,113		18,968	8,877	18,976	(308)	3,746			3,113,580	0.9996	3,114,826	1,246			
JAN 10	1,110,918	945,551	166,372	25,878	(3,820)		9,499	15,059	1,975					2,476,472	0.9986	2,479,944	3,472			
FEB 10	1,140,736	1,044,680	44,735	39,624	15,759		17,697	2,160	19,710					2,273,621	0.9960	2,282,752	9,131			
MAR 10	1,412,009	1,022,878	76,632	61,991	15,941		1,097	11,405						2,325,101	0.9926	2,342,435	17,334			
APR 10	1,615,503	850,347	123,878	36,980	7,075		16,176							2,601,953	0.9897	2,629,032	27,079			
MAY 10	1,143,721	966,105	87,583	39,169	92,326									2,649,959	0.9855	2,688,949	38,990			
JUN 10	1,356,798	1,013,026	111,256	288,005										2,328,904	0.9764	2,385,195	56,291			
JUL 10	1,138,610	890,974	154,425											2,769,085	0.9642	2,871,899	102,814			
AUG 10	1,342,187	872,575												2,184,009	0.9372	2,330,355	146,346			
SEP 10	1,452,908													2,214,762	0.8811	2,513,633	298,871			
TOTAL	15,158,537	11,666,487	1,708,242	821,184	371,602	275,297	128,129	88,725	104,352	77,946	31,230	12,101	30,443,832	xxxxxx	30,811,379	2,166,737				
CUMULATIVE LAG FACTOR (COLUMN 2)											LATEST 12 MONTH TOTAL:						28,644,642			
	0.4979	0.8611	0.9372	0.9642	0.9764	0.9855	0.9897	0.9926	0.9960	0.9986	0.9996	1.0000								

MERLINOS & ASSOCIATES, INC.

02/03/11
201009 PRM SECTION 112.06#3

SPECIAL PRESENTATION - (First) - Health Care Benefit Package Presentation (Deanna Cox, HR)

PLAN YEAR OCTOBER 1, 2009 - SEPTEMBER 30, 2010
(MEDICAL ONLY)

<u>MONTH OF DEVELOPMENT</u>	<u>CUMULATIVE AVERAGE PAID 12 MOS.</u>	<u>LAG FACTOR</u>	<u>DEVELOPED CLAIMS</u>	<u>CALCULATED IBNR</u>
(1)	(2)	(3)	(4)=(2)/(3)	(5)=(4)-(2)
11	2,536,986	1.0000	2,536,986	0
10	2,535,978	0.9996	2,536,993	1,015
9	2,533,375	0.9986	2,536,927	3,552
8	2,526,880	0.9960	2,537,028	10,148
7	2,518,184	0.9926	2,536,957	18,773
6	2,510,790	0.9897	2,536,920	26,130
5	2,500,112	0.9855	2,536,897	36,785
4	2,477,171	0.9764	2,537,045	59,874
3	2,446,204	0.9642	2,537,030	90,826
2	2,377,772	0.9372	2,537,102	159,330
1	2,235,419	0.8811	2,537,078	301,659
0	1,263,211	0.4979	2,537,078	1,273,867
TOTAL	28,462,082	xxxxxxx	30,444,041	1,981,959

COLUMN (2) IS FROM EXHIBIT 1 AND IS CALCULATED BY SUMMING THE TOTAL PAID BEGINNING WITH MONTH OF DEVELOPMENT "0" TO MONTH OF DEVELOPMENT SHOWN IN COLUMN (1) DIVIDED BY 12.

COLUMN (3) IS FROM EXHIBIT 1, COLUMN (2).

PUBLIC RISK MANAGEMENT OF FLORIDA
COMPLETION FACTOR DEVELOPMENT

Medical Only

PLAN YEAR OCTOBER 1, 2009 - SEPTEMBER 30, 2010

EXHIBIT 2

INCURRED MONTH	NUMBER OF MONTHS BETWEEN INCURRED MONTH AND PAID MONTH											
	0	1	2	3	4	5	6	7	8	9	10	11
OCT 09	923,571	1,980,768	2,142,446	2,176,830	2,184,660	2,194,666	2,203,511	2,211,856	2,260,976	2,260,374	2,261,118	2,254,288
NOV 09	1,310,877	2,409,060	2,934,016	3,035,150	3,076,205	3,086,871	3,099,856	3,112,701	3,107,503	3,111,472	3,113,580	
DEC 09	1,210,699	2,228,558	2,289,683	2,326,100	2,426,213	2,445,181	2,454,058	2,473,034	2,472,726	2,476,472		
JAN 10	1,110,918	2,056,469	2,222,841	2,248,719	2,244,899	2,254,398	2,269,457	2,271,432	2,273,621			
FEB 10	1,140,736	2,185,416	2,230,151	2,269,775	2,285,534	2,303,231	2,305,391	2,325,101				
MAR 10	1,412,009	2,434,887	2,511,519	2,573,510	2,589,451	2,590,548	2,601,953					
APR 10	1,615,503	2,465,850	2,589,728	2,626,708	2,633,783	2,649,959						
MAY 10	1,143,721	2,109,826	2,197,409	2,236,578	2,328,904							
JUN 10	1,356,798	2,369,824	2,481,080	2,769,085								
JUL 10	1,138,610	2,029,584	2,184,009									
AUG 10	1,342,187	2,214,762										
SEP 10	1,452,908											
OCT 09	0.466	0.925	0.984	0.996	0.995	0.996	0.996	0.978	1.000	1.000	1.003	
NOV 09	0.544	0.821	0.967	0.987	0.997	0.996	0.996	1.002	0.999	0.999		
DEC 09	0.543	0.973	0.984	0.959	0.992	0.996	0.992	1.000	0.998			
JAN 10	0.540	0.925	0.988	1.002	0.996	0.993	0.999	0.999				
FEB 10	0.522	0.980	0.983	0.993	0.992	0.999	0.992					
MAR 10	0.580	0.969	0.976	0.994	1.000	0.996						
APR 10	0.655	0.952	0.986	0.997	0.994							
MAY 10	0.542	0.960	0.982	0.960								
JUN 10	0.573	0.955	0.896									
JUL 10	0.561	0.929										
AUG 10	0.606											
SEP 10												
Average	0.558	0.939	0.972	0.986	0.995	0.996	0.995	0.995	0.999	0.999		Tall
Avg last 6	0.586	0.958	0.969	0.984	0.995	0.996	0.995	0.995	0.999	0.999	1.003	
Avg w/o h/l/o	0.557	0.949	0.980	0.988	0.995	0.996	0.995	1.000	0.999	0.999	1.003	
Wtd Avg	0.560	0.936	0.970	0.986	0.995	0.996	0.995	0.995	0.999	0.999	1.003	
Selected	-	-	-	-	-	-	-	-	-	-	-	-
Selected	0.560	0.945	0.975	0.985	0.995	0.995	0.995	0.995	0.999	0.999	0.999	0.999
Cumulative	0.497	0.887	0.939	0.963	0.977	0.982	0.987	0.992	0.997	0.997	0.998	0.999

SPECIAL PRESENTATION - (First) - Health Care Benefit Package Presentation (Deanna Cox, HR)

PUBLIC RISK MANAGEMENT OF FLORIDA

EXHIBIT 3

Completion Factor Development

Ultimates

PLAN YEAR OCTOBER 1, 2009 - SEPTEMBER 30, 2010

Medical Only

<u>INCURRED MONTH</u>	<u>Paid</u> (1)	<u>Completion Factor</u> (2)	<u>Indicated Ultimate</u> (3) = (1) / (2)
OCT 09	2,254,288	0.999	2,256,545
NOV 09	3,113,580	0.998	3,119,817
DEC 09	2,476,472	0.997	2,482,750
JAN 10	2,273,621	0.997	2,281,452
FEB 10	2,325,101	0.992	2,343,723
MAR 10	2,601,953	0.987	2,635,946
APR 10	2,649,959	0.982	2,698,070
MAY 10	2,328,904	0.977	2,382,621
JUN 10	2,769,085	0.963	2,876,097
JUL 10	2,184,009	0.939	2,326,575
AUG 10	2,214,762	0.887	2,496,651
SEP 10	1,452,908	0.497	2,925,971
			30,826,217

COLUMN (1) IS FROM EXHIBIT 2, LAST DIAGONAL.
 COLUMN (2) IS FROM EXHIBIT 2, CUMULATIVE FACTORS

PLAN YEAR OCTOBER 1, 2009 - SEPTEMBER 30, 2010

INCURRED MONTH OF DEVELOPMENT	ACTUAL PAID CLAIMS	ULTIMATE METHOD 1 LAG METHOD	ULTIMATE METHOD 2 AVERAGE PAID	ULTIMATE METHOD 3 COMPLETION FACTOR	SELECTED ULTIMATE	ESTIMATED # OF MEMBERS	ESTIMATED PMPM *	CALCULATED IBNR
	(1)	(2)	(3)	(4)	(5)	(6)	(7)=(5)/(6)	(8)=(5)-(1)
11	2,254,288	2,254,288	2,536,986	2,256,545	2,260,000	4,241		
10	3,113,580	3,114,826	2,536,993	3,119,817	3,120,000	4,321	533	5,712
9	2,476,472	2,479,944	2,536,927	2,482,750	2,500,000	4,321	722	6,420
8	2,273,621	2,282,752	2,537,028	2,281,452	2,300,000	4,321	579	23,528
7	2,325,101	2,342,435	2,536,957	2,343,723	2,350,000	4,322	532	26,379
6	2,601,953	2,629,032	2,536,920	2,635,946	2,625,000	4,332	544	24,899
5	2,649,959	2,688,949	2,536,897	2,698,070	2,700,000	4,331	606	23,047
4	2,328,904	2,385,195	2,537,045	2,382,621	2,400,000	4,311	623	50,041
3	2,769,085	2,871,899	2,537,030	2,876,097	2,850,000	4,301	557	71,096
2	2,184,009	2,330,355	2,537,102	2,326,575	2,400,000	4,315	663	80,915
1	2,214,762	2,513,633	2,537,078	2,496,651	2,500,000	4,315	556	215,991
0	1,452,908	2,918,072	2,537,078	2,925,971	2,900,000	4,361	573	285,238
						4,345	667	1,447,092
TOTAL	28,644,642	30,811,379	30,444,041	30,826,217	30,905,000	51,822	596	2,260,358

RISK MARGIN FOR EXPECTED MEDICAL CLAIM PAYMENTS MORE THAN 11 MONTHS AFTER INCURRED DATE:

(0.05 x 2,260,358 = 113,018)

113,018

PHARMACY IBNR (FROM EXHIBIT 5)

158,038

CLAIMS RESERVE LIABILITY:

(CALCULATED IBNR PLUS RISK MARGIN)

2,531,414

COLUMNS (1), (2) AND (3) ARE FROM EXHIBIT 1, COLUMNS (1), (3) AND (2) RESPECTIVELY.

COLUMN (3) IS FROM EXHIBIT 1A, COLUMN (4).

COLUMN (4) IS FROM EXHIBIT 3, COLUMN (3).

COLUMN (5) IS SELECTED AS THE AVERAGE OF COLUMNS (2), (3) AND (4).

COLUMN (8) IS THE NUMBER OF EMPLOYEES FROM THE STATUS REPORT PROVIDED BY IVETTE IRIZARRY OF GALLAGHER.

(FAMILY COVERAGE ASSUMES 3 LIVES PER EMPLOYEE)

* PMPM DESIGNATES PER MEMBER PER MONTH

PUBLIC RISK MANAGEMENT OF FLORIDA
 PHARMACY

EXHIBIT 5

PLAN YEAR OCTOBER 1, 2009 - SEPTEMBER 30, 2010

<u>INCURRED MONTH</u>	<u>PAID AT END OF INCURRED MONTH</u> (1)	<u>PAID SECOND MONTH</u> (2)	<u>COMPLETION FACTOR</u> (3)=(1)/[(1)+(2)]
OCT 09	291,546	252,533	0.536
NOV 09	360,459	146,821	0.711
DEC 09	429,637	88,929	0.829
JAN 10	392,023	135,770	0.743
FEB 10	362,093	153,741	0.702
MAR 10	491,093	69,791	0.876
APR 10	419,179	123,888	0.772
MAY 10	415,136	144,835	0.741
JUN 10	474,246	78,103	0.859
JUL 10	418,372	135,201	0.756
AUG 10	385,740	203,245	0.655
SEP 10	457,715		
		AVERAGE	0.743
		WEIGHTED AVERAGE	0.743
		SELECTED	0.743
ULTIMATE = LAST INCURRED MONTH / SELECTED COMPLETION FACTOR			615,753
IBNR = ULTIMATE - LAST INCURRED MONTH			158,038

COLUMNS (1) AND (2) ARE FROM LAG REPORTS

Benefits Comparison & Cost

Current Budget Impact

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

Current Employee Configuration

- Total number of Employees: 84

- Enrolled in EE: 73

- Enrolled in ES: 3

- Enrolled in EC: 0

- Enrolled in EF: 0

Current Plan

BCBS 3900

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

Current Plan

3900 Blue Option	EE	ES	EC	EF
10-11	\$435.57	\$901.63	\$818.87	\$1,382.93
11-12	\$455.45	\$1,011.09	\$828.91	\$1,398.22
Difference	5%	12%	1.2%	1.1%
Difference	\$19.88	\$109.46	\$10.04	\$15.29
Annual Diff	\$238.56	\$1,313.52	\$120.48	\$183.48
Monthly Impact to Employee	\$0.00	\$555.64	\$373.46	\$942.77
	\$0.00	\$89.58	-\$9.84	-\$4.59
General Fund Impact	\$14,637.34	Enterprise Fund Impact	\$7,057.29	\$21,694.63

Current Buy Up Plan

BCBS 5773

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

Current Buy Up Plan 5773

5773 Blue Option	EE	ES	EC	EF
10-11	\$541.68	\$1,121.27	\$1,018.35	\$1,719.35
11-12	\$560.70	\$1,244.76	\$1,020.48	\$1,721.36
Difference	3.5%	11%	0%	0%
Difference	\$19.02	\$123.49	\$2.13	\$2.01
Annual Diff	\$228.24	\$1,481.88	\$25.56	\$24.12
Monthly Impact to Employee B&B	\$105.25 -\$0.86	\$789.31 +\$103.61	\$565.03 -\$14.75	\$1,265.91 -\$19.88
General Fund Impact	Increase per 3900	Enterprise Fund Impact	Increase per 3900	

City's Current Plan

- To keep the current plan, Brown & Brown have quoted us an increase of 5% for employee only. The largest impact was to Employee Spouse coverage which increased 11%
- Budget impact: \$21,694.63

PRM Plan 03559

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

Current Plan Comparison

	EE	ES	EC	EF
Current 3900	\$435.57	\$901.63	\$818.87	\$1,382.93
11-12 3559	\$485.11	\$1,020.37	\$924.19	\$1,572.36
Difference	12%	13%	12%	13%
Difference	\$49.54	\$118.74	\$105.32	\$189.43
Annual Diff	\$594.48	\$1,424.88	\$1,263.84	\$2,273.16
Monthly Impact to Employee	\$0.00	\$555.64	\$373.46	\$942.77
	\$0.00	\$89.58	-\$9.84	-\$4.59
Monthly Increase to Employee PRM	\$0.00	\$535.26	\$439.08	\$1,087.25
	\$0.00	\$69.02	\$55.78	\$139.89
General Fund Impact	\$35,129.62	Enterprise Fund Impact	\$16,937.49	\$52,067.11

B&B vs PRM

- B&B: 5% increase: \$21,694.63

- PRM: 12% Improved Plan: \$52,067.11

PRM Plan 0727

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

PRM Buy Up Plan 0727

	EE	ES	EC	EF
Current 5773	\$541.68	\$1,121.27	\$1,018.35	\$1,719.83
PRM 0727	\$530.20	\$1,123.16	\$1,016.61	\$1,734.66
Difference	-2.1%	0%	0%	1%
Difference	-\$11.48	\$1.89	-\$1.74	\$14.83
Annual Diff	-\$137.76	\$22.68	-\$20.88	\$177.96
B&B 5773 11-12 Plan	\$560.70	\$1,244.76	\$1,020.48	\$1,721.36
Monthly Impact to Employee B&B	\$105.25 -\$0.86	\$789.31 +\$103.61	\$565.03 -\$14.75	\$1,265.91 -\$19.88
Monthly Increase to Employee PRM	\$45.09 -\$61.02	\$638.05 -\$47.65	\$531.50 -\$51.28	\$1,249.55 -\$34.71

PRM Plan 042

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

PRM Buy Up Plan

0727

	EE	ES	EC	EF
Current 5773	\$541.68	\$1,121.27	\$1,018.35	\$1,719.83
PRM 042	\$548.02	\$1,163.80	\$1,053.15	\$1,798.83
Difference	1.2%	4%	3.4%	4.6%
Difference	\$6.34	\$42.53	\$34.80	\$79.00
Annual Diff	\$76.08	\$510.36	\$417.60	\$948.00
B&B 5773 11-12 Plan	\$560.70	\$1,244.76	\$1,020.48	\$1,721.36
Monthly Impact to Employee B&B	\$105.25 -\$0.86	\$789.31 +\$103.61	\$565.03 -\$14.75	\$1,265.91 -\$19.88
Monthly Increase to Employee	\$62.91 -\$43.20	\$678.69 -\$7.01	\$568.04 -\$14.74	\$1,313.72 \$29.46

Board Direction

- Remain with B&B
- Begin Negotiations with PRM

CITY OF WILDWOOD
UTILITIES and PROJECTS MEETING NOTES
KIMLEY-HORN
April 19, 2011
9:30 a.m.

1. HIP 5th Street: Sidewalks not installed at completed homes as required. Retention ponds need mowed.
2. Millennium Park/CR 139: K-H to provide final acceptance letter.
3. Pitt and Stone drainage – CDBG: DEP permit received. City has not received grant agreement.
4. Osceola drainage - CDBG: DEP permit received. City has not received grant agreement from DCA.
5. CR 232 resurfacing – CDBG: City has not received grant agreement from DCA.
6. Triumph South: No updates.
7. Champagne Farms Well: No updates.
8. US 301 / SR 35 Widening Project: All conflicts have been resolved.
9. Kangaroo Station US / CR 472: No updates.
10. LDR technical updates: In final stages. Received comments from outside consultants. Workshop scheduled for May 16th @ 5:30 pm at City Hall.
11. Coleman Fire Station: Under construction.
12. CR 521 Water Main Project: Waiting on Sumter County and FDOT approvals. Clearances received.
13. Fire Flow Analysis for CRA and Modeling of existing Water Pressures: K-H flow tested eight (8) hydrants and all were capable of providing fire flow.
14. Valve Maintenance and Locate Program: FL Rural Water is continuing to provide GPS locates two (2) days per month. Craig to update with fire flows. Robert requested that locates receive priority treatment.
15. Storm drainage fee study: On hold.

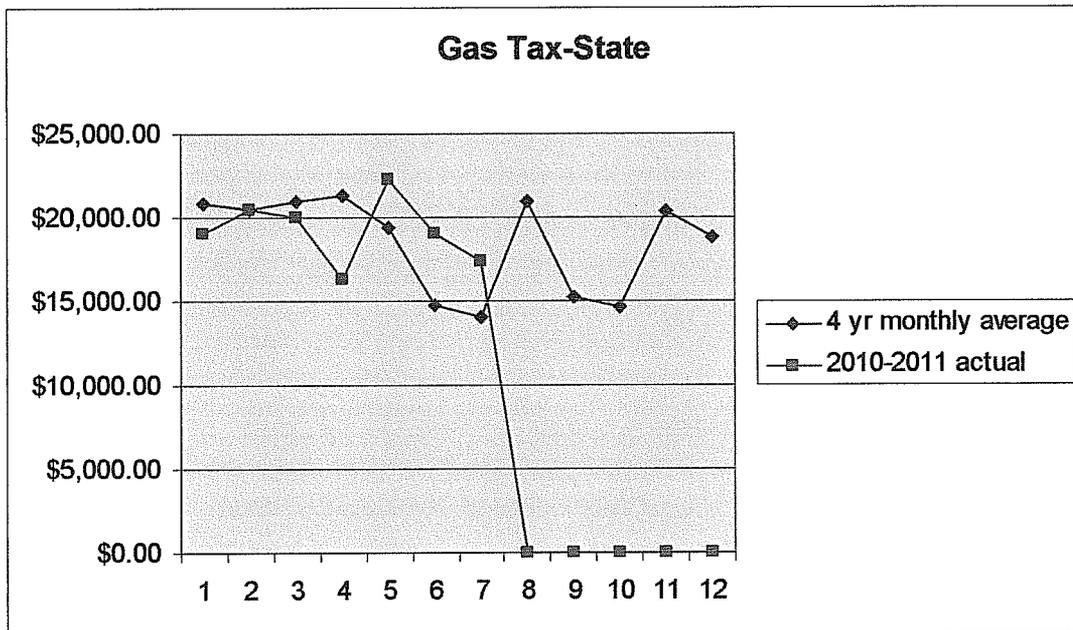
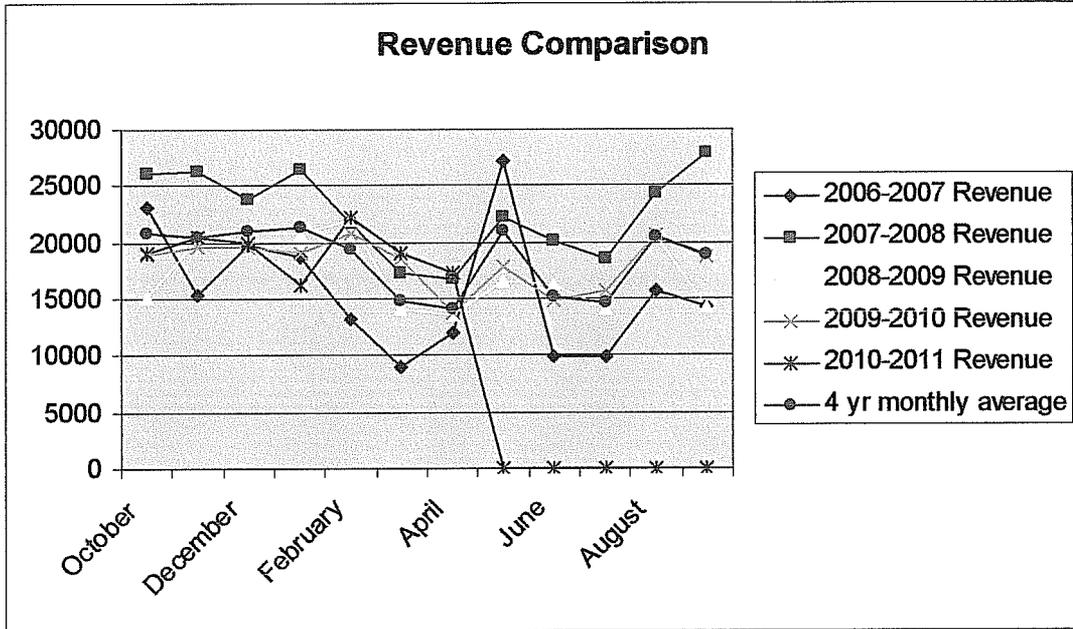
16. Wildwood Country Resort: Ron has received quotes for bores and replacement piping.
17. Tot Lot on High Street: On hold until resolution of the possible title issues on both parcels.
18. Oxford Assembly of God water pressures: Aqua Pure has not completed their installation.
19. Brownfield designation for MLK Park: On hold.
20. CR 466A Widening project: Public meeting was held on 3-24-11. ROW identification is underway. Design is 20% complete.
21. Coleman Water Plant: Temporary rewire is complete.
22. Discuss FDEP Process and Clearance Procedures. Complete
23. City Hall LED sign: Complete
24. Golf Cart Accessibility: Still in negotiation with County.
25. BFA Utility Master Plan: Received and approved by Commission.
26. Wildwood Utility Service Boundary discussion: Complete
27. CSX S-Line Project: No updates. Project is still expected to proceed.
28. Rutland and Gamble ROW at Fire Station 31: Dave is working with County representatives to resolve the issues.
29. Wet-well leaks at US 301 and CR 209: Pete and Dave met with contractors and the project is complete.
30. Utility location on SR 44 from US 301 to Buena Vista: Meeting is scheduled with Cliff Nash to discuss future projects and utility availability.
31. SR 44 / US 301 intersection improvements: FDOT is revisiting the projects. City and County have requested that funds for intersection improvements be redirected to the CR 466A widening project.
32. Young Circle stormwater issues: Complete.
33. Turkey Run-Providence: Project is under review.
34. Parkwood Wastewater Permit: To be discussed at a later time.
35. Utilities at Oxford Fire Station: Per agreement with the County, City to provide utilities. Melanie to email application to County.

GENERAL FUND REVENUE - BUDGET ANALYSIS REPORT FY 2010-11

ITEM	BUDGETED	ACTUAL
Inter-Fund Transfers: Industrial Park	\$ 10,000.00	\$ 10,000.00
Inter-Fund Transfers: Enterprise Transfer In	\$ 405,560.00	\$ 101,390.00
Interfund Transfers-5% TIE & Connection Fees	\$ -	
General Revenue-State (INTERGOVT)	\$ 153,329.00	\$ 89,304.25
Gas Tax-State (\$.04 + .01) -Local Option (INTERGOVT)	\$ 225,376.00	\$ 134,369.25
State Sales Tax (.005 cent) (INTERGOVT)	\$ 244,136.00	\$ 140,134.51
.01 Infrastructure Surtax (INTERGOVT) Discretionary Sales Surtax	\$ 441,083.00	\$ 254,349.09
County Motor Fuel Tax (9th cent) (INTERGOVT)	\$ 40,000.00	\$ 24,407.38
State Beverage License (INTERGOVT)	\$ 3,500.00	\$ 2,548.59
Mobile Home License (INTERGOVT)	\$ 13,000.00	\$ 13,722.13
Ad Valorem Taxes	\$ 1,211,202.00	\$ 979,060.75
Utility Tax Water Sales-City	\$ 30,000.00	\$ 18,353.95
Utility Tax-Villages 5% Water Utility	\$ 135,000.00	\$ 90,719.43
Utility Tax (Electric/Gas)	\$ 215,000.00	\$ 143,053.68
Telecommunications Tax	\$ 183,347.00	\$ 122,964.67
Franchise Tax	\$ 575,000.00	\$ 360,116.96
Interest Income	\$ 23,000.00	\$ 1,423.68
Community Development Services	\$ 166,000.00	\$ 34,780.10
Second Dollar Fund	\$ 1,250.00	\$ 1,918.00
Fines & Forfeitures	\$ 45,000.00	\$ 38,015.58
Community Center	\$ 30,000.00	\$ 14,038.09
Miscellaneous GF Revenue	\$ 17,500.00	\$ 19,051.95
Summer Camp Registration	\$ 20,000.00	
Private Contributions Summer Camp	\$ 10,000.00	
Dixie Youth Baseball Registration	\$ 1,000.00	
Life Flight Lease Payments	\$ 12,000.00	\$ 7,000.00
Fuel Tax Refunds	\$ 4,000.00	\$ 5,113.48
Auction/Land Sales Proceeds	\$ 15,000.00	\$ -
Police User Fee	\$ 160,000.00	\$ 99,747.02
Concession Stand Income	\$ -	
The Villages Amended Agreement	\$ 45,000.00	\$ 135,000.00
CRA Administration Costs	\$ 19,297.00	\$ -
Villages Amended Agreement-2007	\$ 45,000.00	\$ 45,000.00
City Occupational License	\$ -	\$ 2,660.63
Community Center Reservation Fee	\$ -	\$ 970.00
Growers Market Revenue	\$ 17,640.00	\$ 7,410.00
P&R Recreational Activities	\$ 15,000.00	\$ 7,310.00
Sumter County Dispatch Compensation	\$ 100,000.00	\$ 100,000.00
Admin Building Services	\$ 60,000.00	\$ 20,924.80
Code Enforcement	\$ 9,000.00	\$ -
Wildwood Winter Wonderland	\$ -	\$ 4,525.00
FDOT Agreement	\$ 6,481.00	\$ -
Refuse Impact Fee Reimbursement		\$ 71,645.26
Total	\$ 4,707,701.00	\$ 2,885,582.54

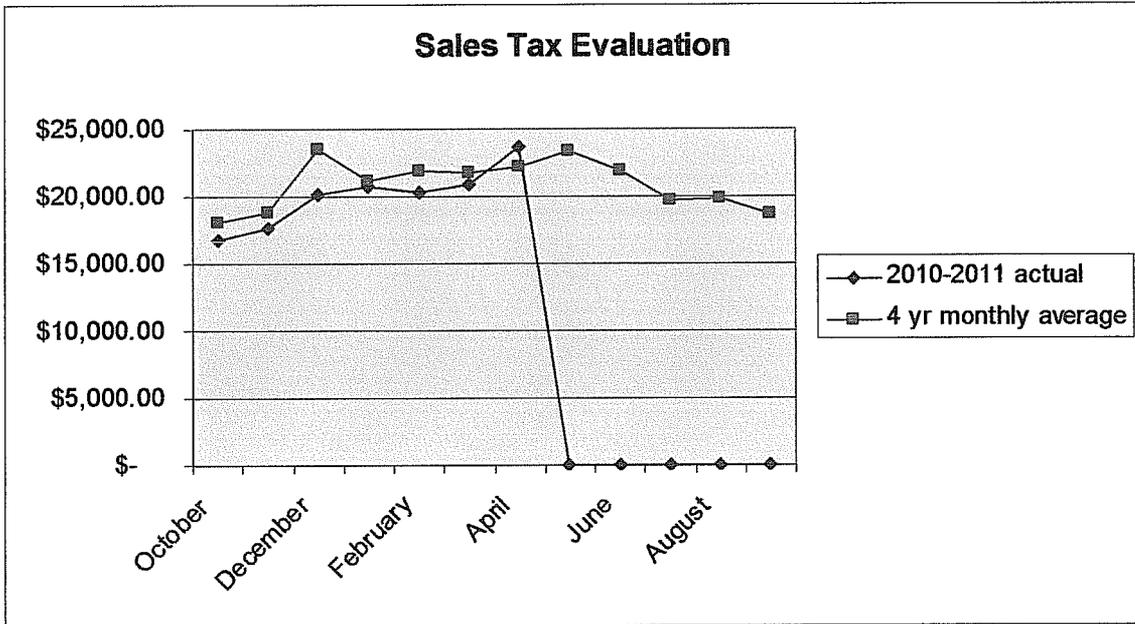
GAS TAX

BUDGETED	\$225,376
4 YR MONTHLY AVERAGE	\$131,755
April 2011	\$134,369



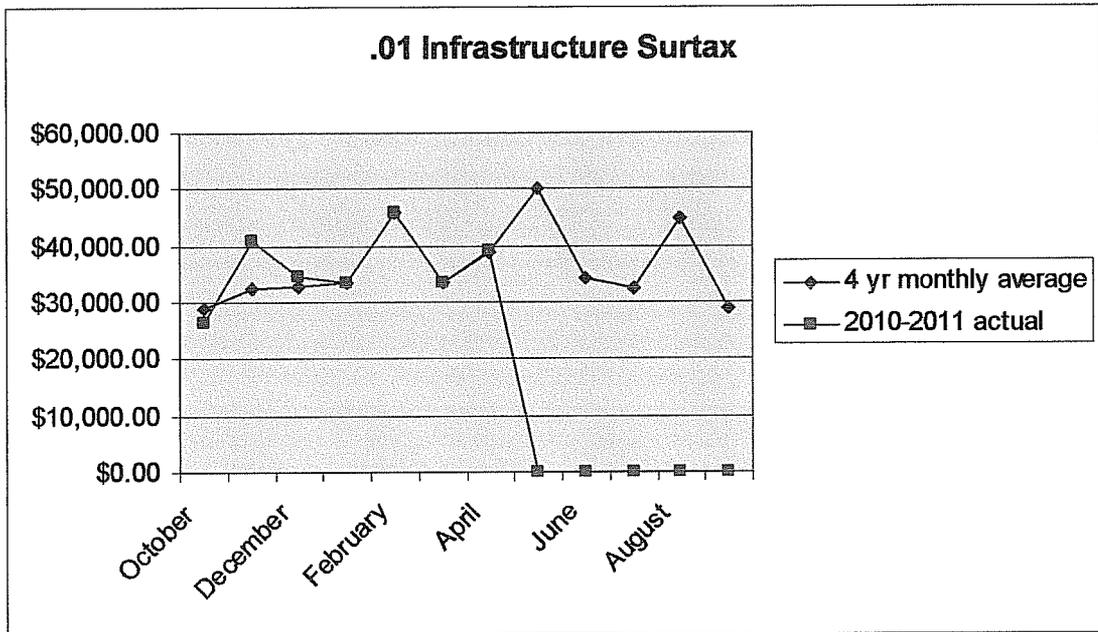
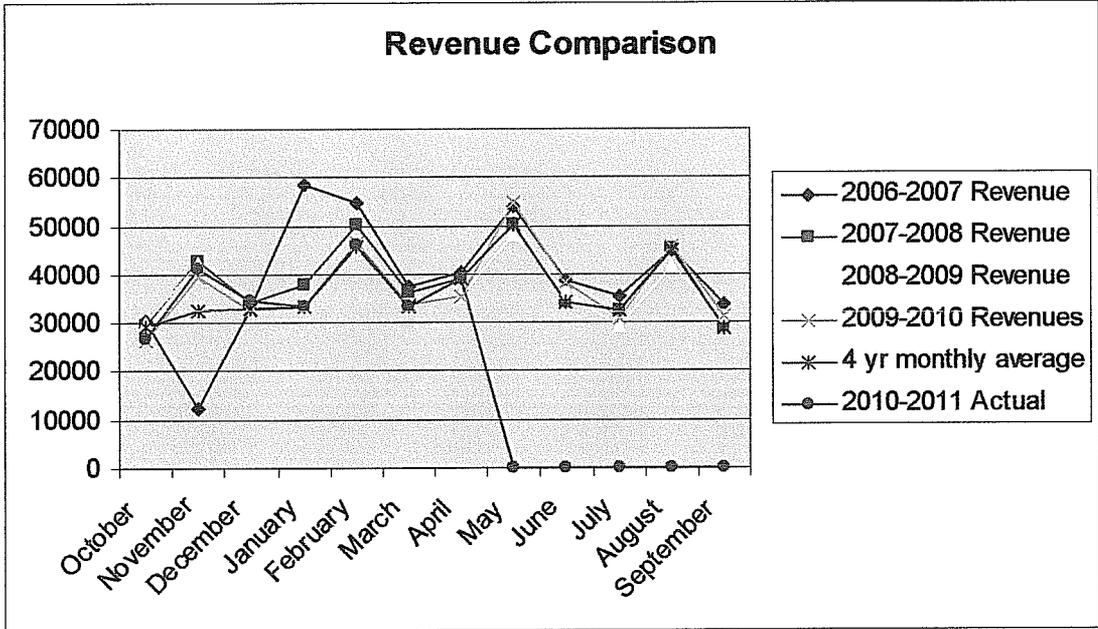
SALES TAX

BUDGETED	\$244,136
4 YR MONTHLY AVERAGE	\$147,654
April 2011	\$140,134



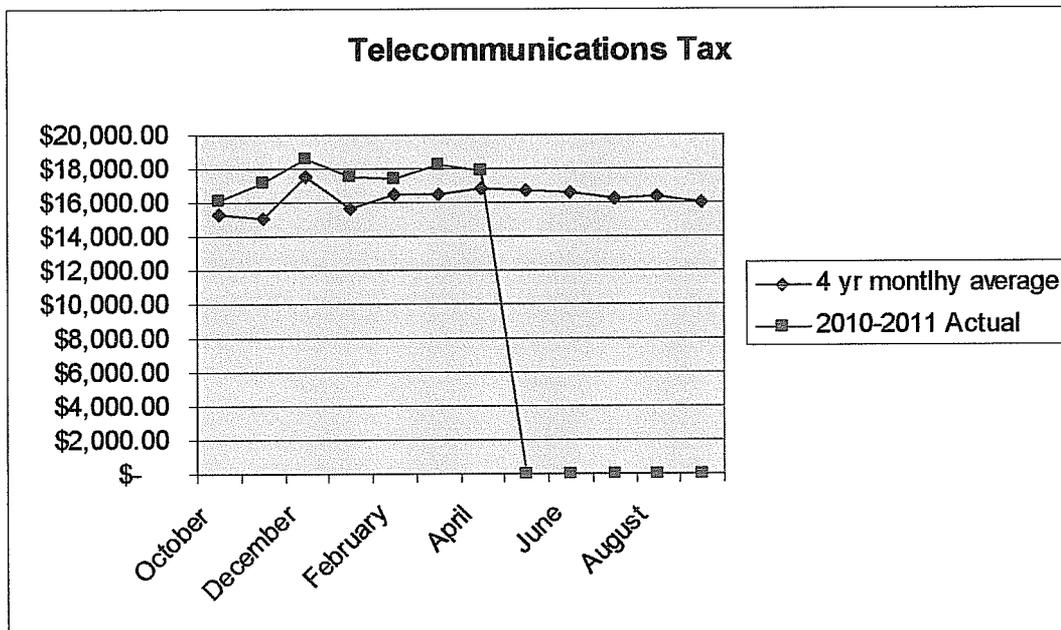
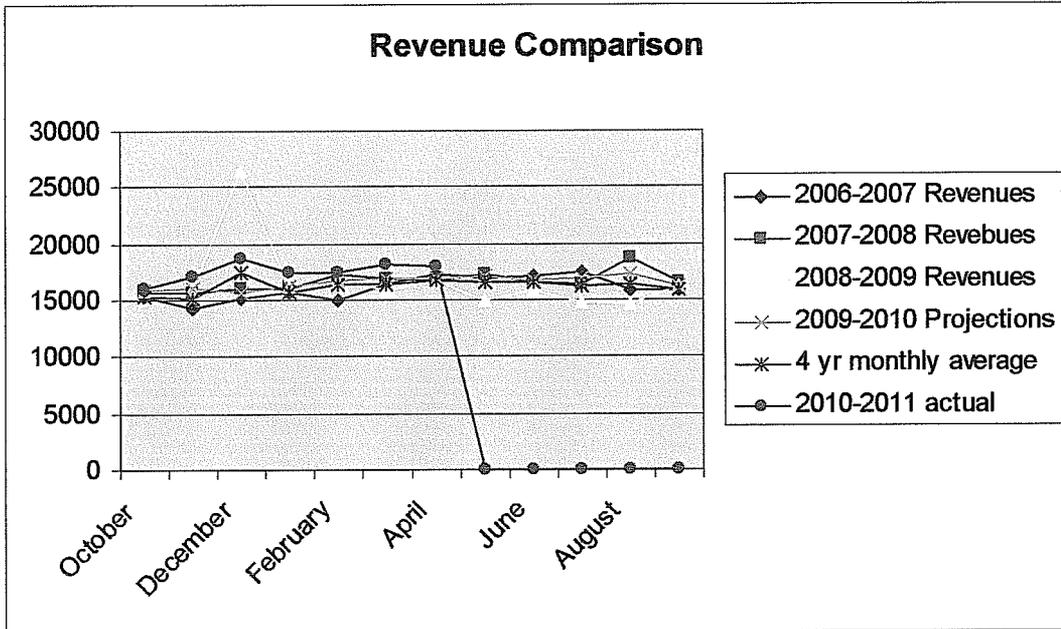
.01 INFRASTRUCTURE SURTAX

BUDGETED	\$441,083
4 YR MONTHLY AVERAGE	\$246,255
April 2011	\$254,283



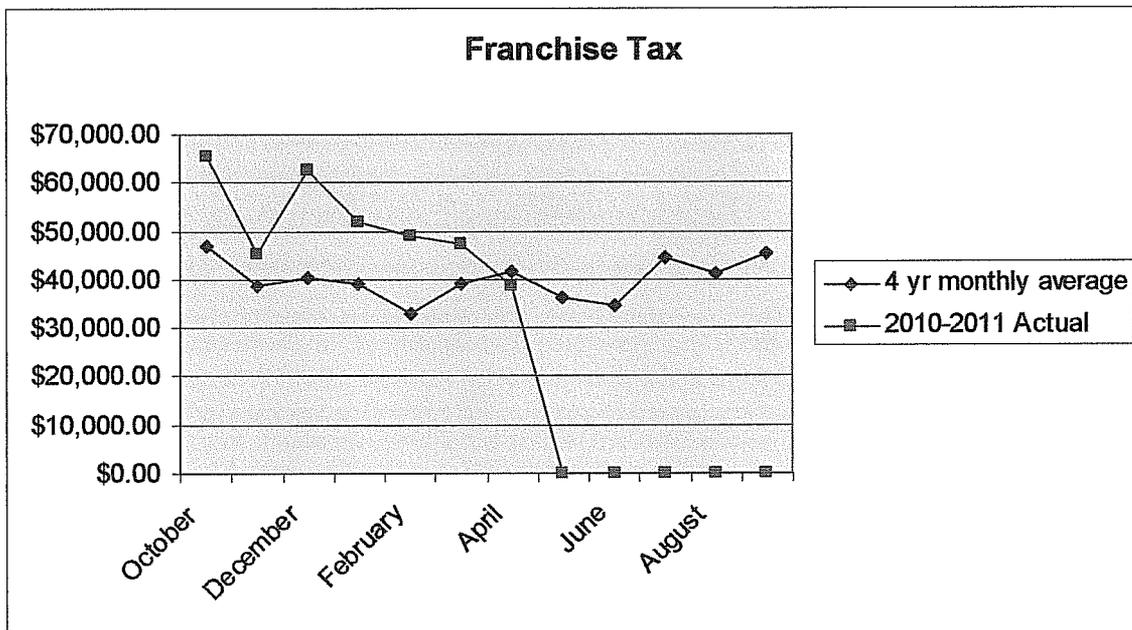
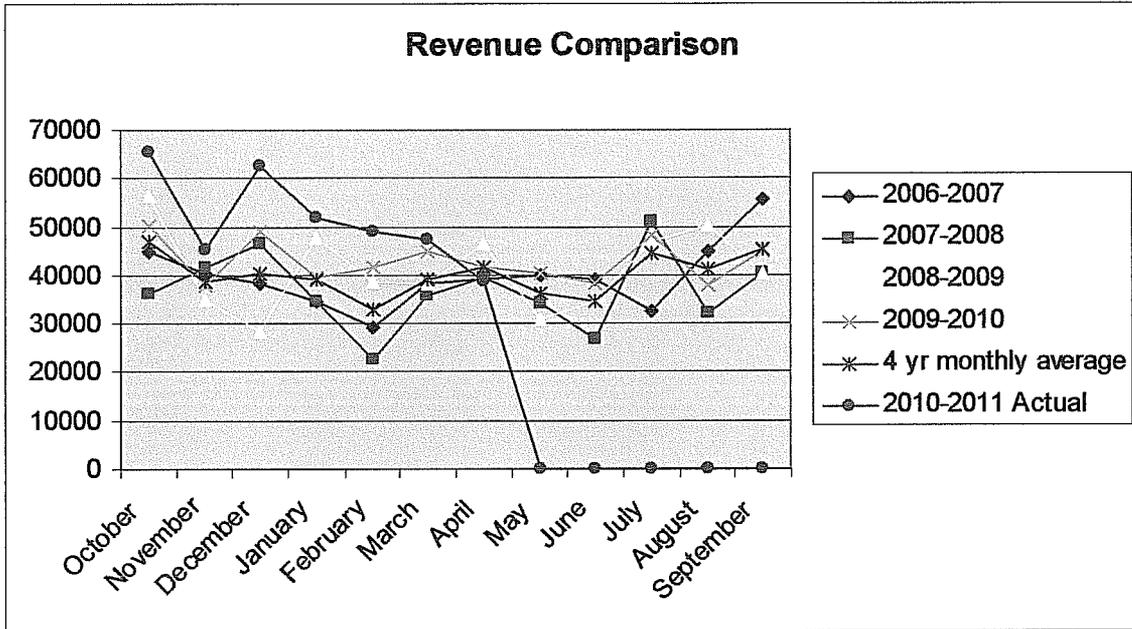
TELECOMMUNICATIONS TAX

BUDGETED	\$183,347
4 YR MONTHLY AVERAGE	\$113,441
April 2011	\$122,964



FRANCHISE TAX

BUDGETED	\$575,000
4 YR MONTHLY AVERAGE	\$279,146
April 2011	\$360,112



General Fund Expenditures Budget Analysis Report

GENERAL DEPARTMENTS	Budgeted	Actual
Legislative (Mayor/Commissioners)	\$ 55,621.00	\$ 27,416.00
Executive (City Manager)	\$ 267,798.00	\$ 151,541.67
Financial Administrative	\$ 600,822.00	\$ 375,324.00
Police	\$ 1,801,384.00	\$ 1,095,975.05
Community Center	\$ 48,639.00	\$ 24,540.74
Parks and Recreation	\$ 365,659.00	\$ 225,562.49
Development Services	\$ 364,250.00	\$ 198,353.03
Streets/Public Works	\$ 717,036.00	\$ 442,454.28
Fleet Services	\$ 156,561.00	\$ 84,730.78
Human Resources	\$ 65,037.00	\$ 36,422.35
Community Redevelopment	\$ 478,530.00	\$ 153,388.56
TOTAL	\$ 4,921,337.00	\$ 2,815,708.95

DEBT SERVICE	Budgeted	Actual
Debt Service/City Hall Principal	\$ 28,271.00	\$ -
Debt Service/City Hall Interest	\$ 93,360.00	\$ -
Debt Service/City Hall Reserve	\$ 12,600.00	\$ -
Total	\$ 134,231.00	\$ -

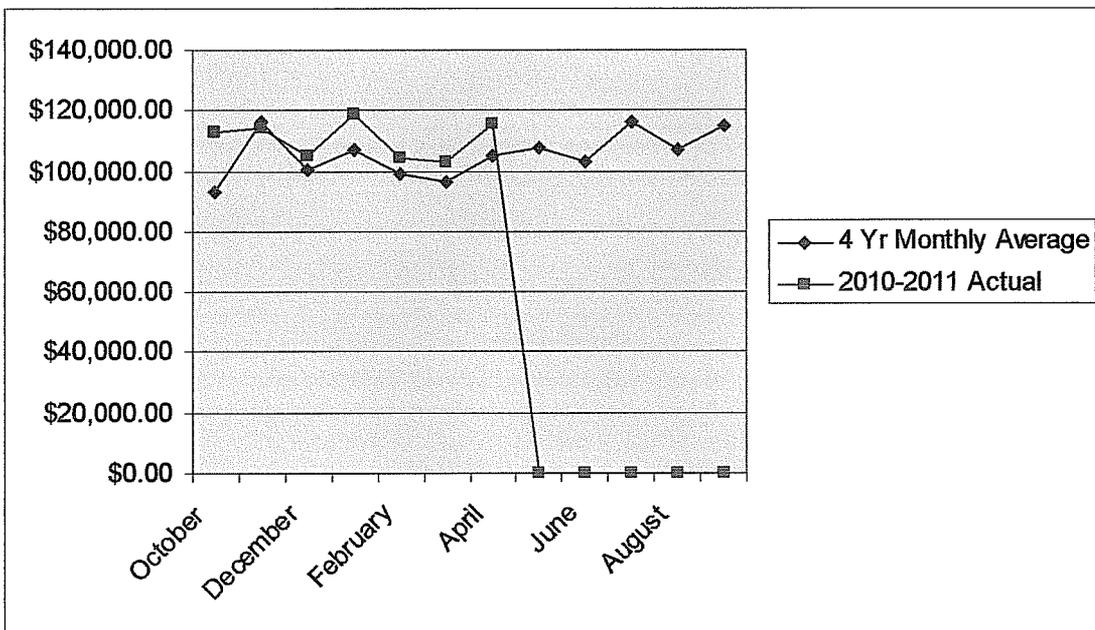
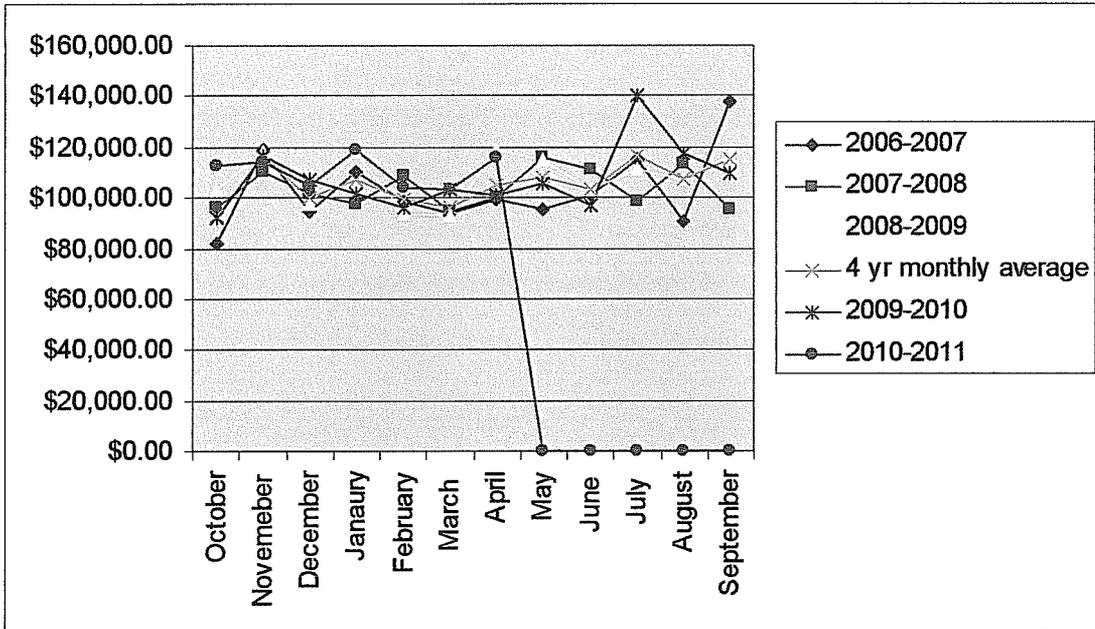
GENERAL FUND TOTAL	\$ 5,055,568.00	\$ 2,815,708.95
---------------------------	------------------------	------------------------

Enterprise Fund Revenue Budget Analysis Report Fiscal Year 10-11

ITEM	BUDGETED	ACTUAL
Water Operational	\$ 1,285,000.00	\$ 774,046.23
Water Connection Fees	\$ 150,000.00	\$ 64,013.20
Water TIE Fees	\$ 15,000.00	\$ 76,355.74
Water Meter Install	\$ 10,000.00	\$ 15,027.70
Water-Misc On/Off	\$ 20,000.00	\$ 16,446.00
Water Income Other	\$ 10,000.00	\$ 4,056.06
Wastewater Operational Revenue	\$ 2,050,000.00	\$ 1,269,342.95
Wastewater Connection Fees	\$ 300,000.00	\$ 76,005.90
Wastewater TIE Fees	\$ 25,000.00	\$ 41,752.76
Sewer Other Misc	\$ 30,000.00	\$ 44,717.98
Wastewater TSS / COD	\$ 590,000.00	\$ 385,006.04
Reuse Fees	\$ 60,000.00	\$ 28,582.42
Reuse Tie Fees	\$ -	\$ 10,200.00
Interest Income	\$ 600.00	\$ 2,746.47
Total	\$ 4,545,600.00	\$ 2,808,299.45

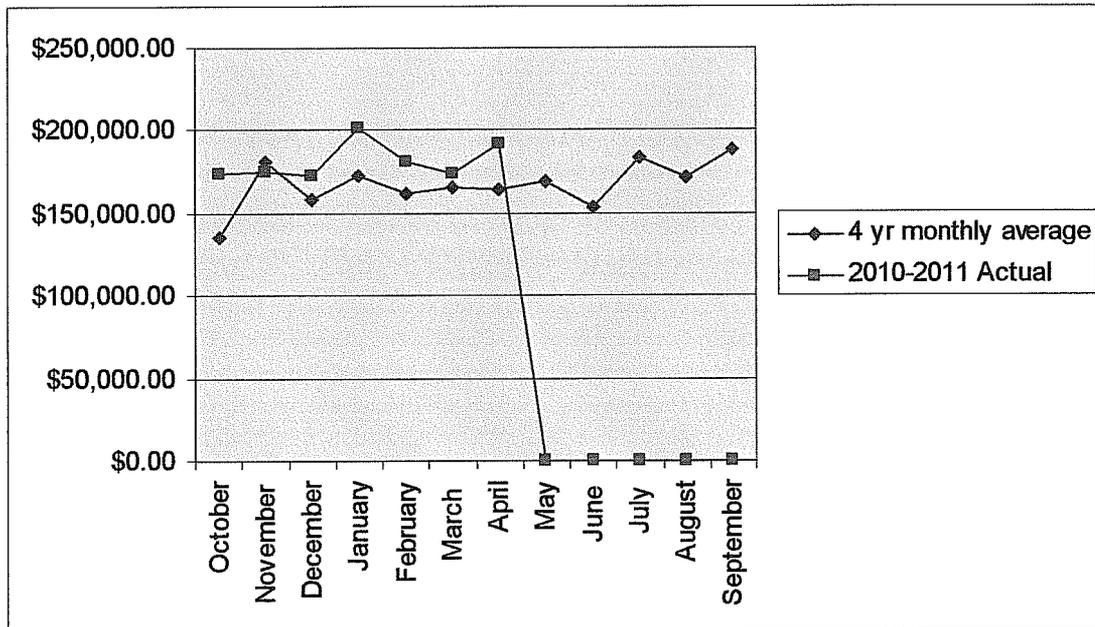
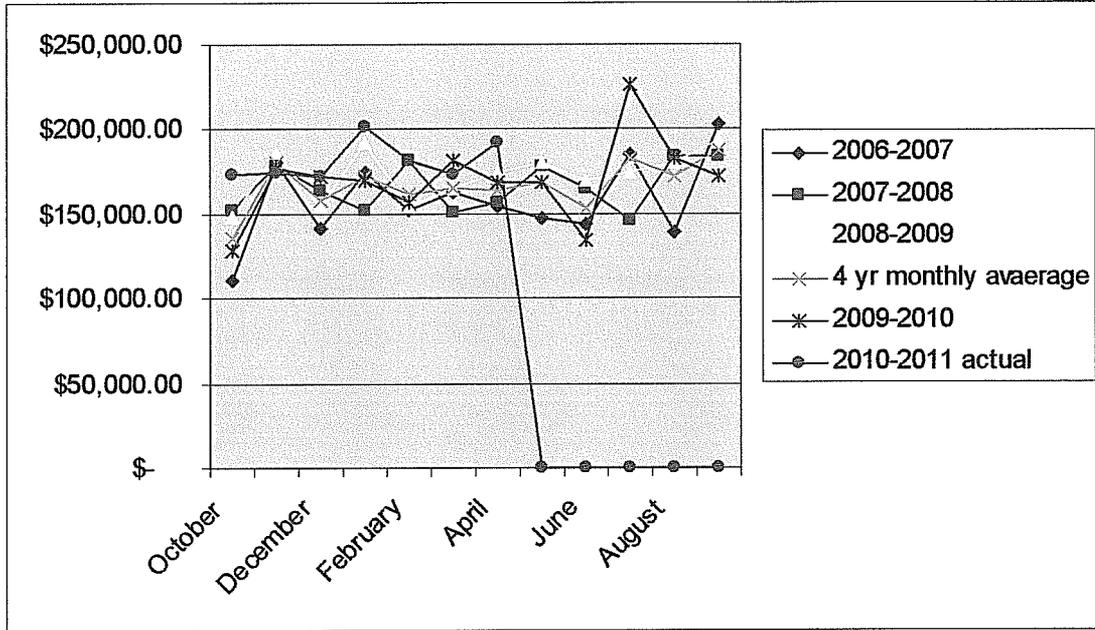
WATER OPERATIONAL

BUDGETED	\$1,285,000
4 YR MONTHLY AVERAGE	\$716,704
April 2011	\$774,046



WASTEWATER OPERATIONAL

BUDGETED	\$2,050,000
4 YR MONTHLY AVERAGE	\$1,136,609
April 2011	\$1,269,342

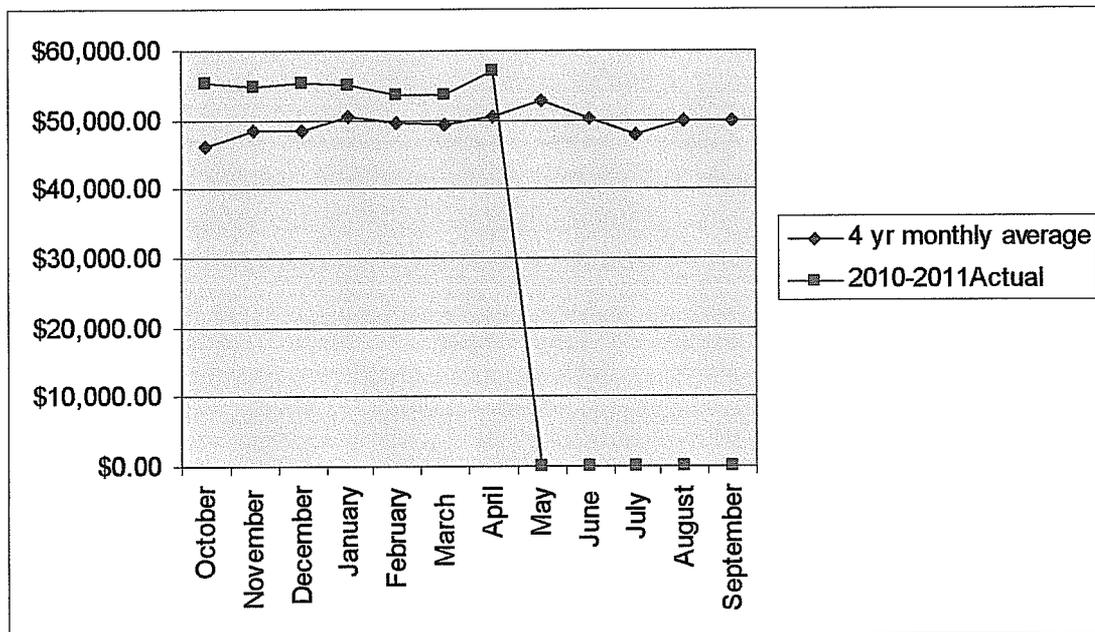
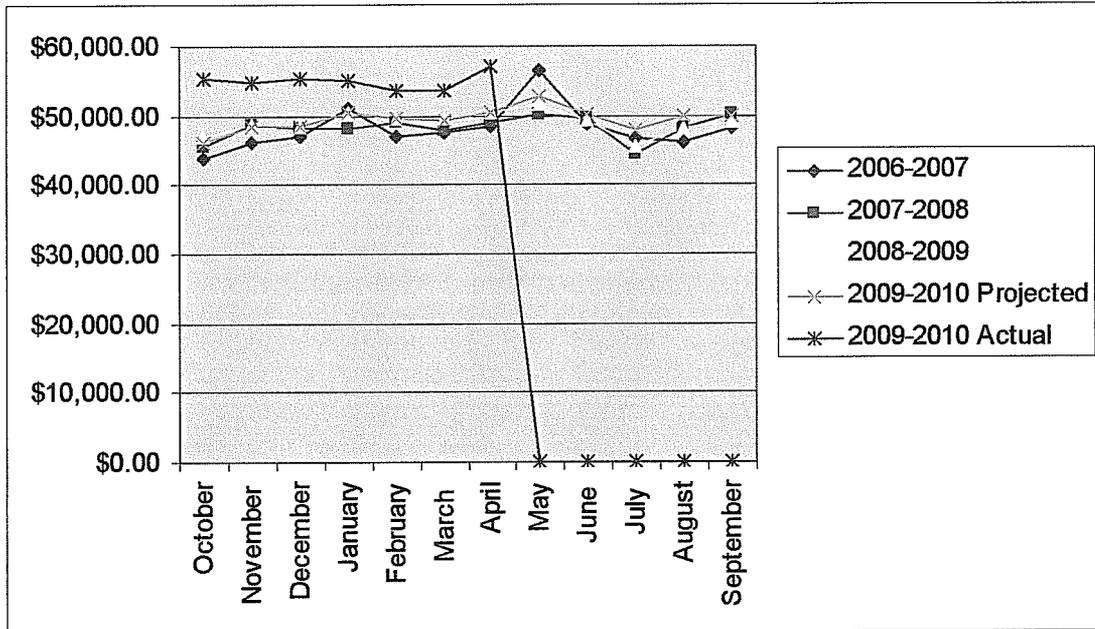


TSS/COD WASTEWATER FEES

BUDGETED \$590,000

4 YR MONTHLY AVERAGE \$342,557

April 2011 \$385,006



**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: E911 State Grant Application - Wildwood Comm Center

REQUESTED ACTION: Staff recommends approval.

Work Session (Report Only) **DATE OF MEETING:** 05/24/2011
 Regular Meeting Special Meeting

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: _____

BUDGET IMPACT:

Annual
 Capital
 N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

This is an application for grant funds from the State of Florida E911 board totaling \$63,121.53 to cover the cost of upgrading the E911 system at the Communications Center at the Wildwood Police Department in Wildwood to be Next Generation 911 ready. Application requires signature of the chairman of the Board of County Commissioners.

APPLICATION FOR

THE E911 STATE GRANT PROGRAM

**W Form 3A, incorporated by reference in Florida Administrative
Code Rule 60FF1-5.003 E911 State Grant Program - Application
effective 3/1/2011**

1.0 Purpose

The E911 State Grant Program is to assist counties with the installation of Enhanced 911 (E911) systems and to provide “seamless” Enhanced 911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida is eligible to apply for this grant program. Funding priorities are established in Addendum I.

3.0 Definitions

As used herein, the term “Board” shall mean the State of Florida E911 Board.

As used herein, the term “next generation 911” (NG9-1-1) shall be defined per the National Emergency Number Association (NENA) Master Glossary of 9-1-1 Terminology. “NG9-1-1 is the next evolutionary step in the development of the 9-1-1 emergency communications system known as E9-1-1 since the 1970s. NG9-1-1 is a system comprised of managed IP-based networks and elements that augment present-day E9-1-1 features and functions and add new capabilities. NG9-1-1 will eventually replace the present E9-1-1 system. NG9-1-1 is designed to provide access to emergency services from all sources, and to provide multimedia data capabilities for PSAPs and other emergency service organizations.”

4.0 E911 State Grant Program Calendar

	Schedule
Counties submit Application	by June 1
Board Members evaluate applications	June - December
Board votes on applications to fund at regularly scheduled meeting	June - December
Board sends notification of funding and issues check to counties approved for funding	before December 30
Implementation period	One year from receipt of award and funds.
Expiration of the right to incur costs	Two years from receipt of award and funds.

5.0 General Conditions

5.1 Applications must be delivered to the following address:

State of Florida E911 Board
 ATTN: E911 Board Administrative Staff
 4030 Esplanade Way, Suite 160
 Tallahassee, Florida 32399-0950

- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 and the associated quotes for the grant application postmarked or delivered on or before June 1. Failure to provide these documents will result in automatic rejection of the grant application.
- 5.3 The E911 Board will not consider leasing of equipment unless the applicant can show that leasing rather than purchase will reduce total costs. Leasing costs should be calculated to account for only the first year warranty and maintenance costs and should not include upfront maintenance costs to reduce the lease amount.
- 5.4 All grant applications shall be accompanied by at least one quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive quotes from different vendors, unless a sole source request is approved in compliance with General Conditions item 5.5. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.
- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. The request will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the grant application. Sole source will be approved if provided in accordance with Florida Statute 287 or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which should be provided with the grant application.
- 5.6 Applicants requesting items from different funding priorities should complete a separate application for each priority. (See Addendum I - Funding Priorities for the E911 State Grant Program for a listing of funding priorities). Items from the same funding priorities should be combined in the same application and shall comply with General Conditions items 5.4 and 5.5.
- 5.7 Should two or more counties jointly apply for a grant, each county will be required to complete and submit a Grant Program Application detailing the funds requested and the county responsible for the funds, with a combined grant application detailing the entire project and a memorandum of understanding of all counties involved. The combined grant application shall comply with General Conditions items 5.4 and/or 5.5.
- 5.8 Equipment procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements including Florida Statute 112.061.
- 5.9 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant request or award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

6.0 Limitation on Use of Funds

- 6.1 Only eligible expenses for E911 service listed in Florida Statute §365.172(9) (Appendix I) that are not specifically excluded in this application will be funded.
- 6.2 Specifically excluded E911 expenses:
 - 6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.
 - 6.2.2 Wireline database costs from the Local Exchange Carrier, vehicle expenses, consoles, workstation furniture and aerial photography expenses will not be funded. Interconnecting hardware and network equipment for NG-911 PSAPs is fundable; however, private community/municipal copper and fiber cabling system build outs is not fundable.
- 6.3 Funding limitations are specified on the following items:
 - 6.3.1 Recurring network and circuit costs, equipment maintenance and warranty costs will not be funded on more than the first year implementation period.
 - 6.3.2 Grant funding shall be limited to eligible expenditures for two PSAPs per county, two primary or two secondary or a primary and a secondary PSAP(s).
 - 6.3.3 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county.
 - 6.3.3 Training cost funding is limited to new system & equipment training.

7.0 Approval and Award

- 7.1 The Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout, of previous E911 Board grant awards. Any conditional hold, for documentation submittal, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.
- 7.3 Applications will be awarded based upon the priorities set by the Board as listed in Addendum I - Funding Priorities for the E911 State Grant Program.

- 7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 plan, or documented factors provided in the grant application submission. NG-911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County and State alternatives. All stepped pricing should be thoroughly explained including the corresponding benefits for the County and the Board.

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be deposited in an account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds.
- 8.2 Grant funds, including accrued interest, can only be used between the beginning and ending dates of the grant term, unless the Board authorizes an extension.
- 8.3 The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs for payment with grant funds past the expiration date.
- 8.4 Grant funds must be deposited in an interest-bearing account. On grant awards of \$25,000.00 or more, any interest generated must be spent as part of this project or the earned interest shall be returned to the Board. Utilization of the earned interest funds shall be authorized through an approved Request for Change Form and expenditure documentation shall be included in the final report. On grant awards of \$25,000.00 or less, any interest generated can be spent as part of this project or used for other allowable E911 expenditures listed in Florida Statute §365.172(9).
- 8.5 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned on a pro rata basis.
- 8.6 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing all expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

- 9.1.2 Earned interest shall be reported cumulatively.
- 9.1.3 Quarterly reports may be faxed, emailed, mailed or delivered to the E911 Board administrative or technical staff. In lieu of submitting a signed paper copy, the updated forms can be e-mailed to the Board's administrative or technical staff.
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 No changes or departures from the original request are authorized unless approved in writing by the Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.
- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the Board.
- 9.3.3 Request for Change forms may be faxed, emailed, mailed or delivered to the E911 Board administrative or technical staff. In lieu of submitting a signed paper copy, the updated form can be e-mailed to the Board's administrative or technical staff.
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The County's Board of County Commission chairperson shall be notified when overdue quarterly reports, final reports and final documentation are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.
- 9.7 Final document submission and close-out of a grant does not affect the Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County SUMTER

**STATE OF FLORIDA E911 BOARD
E911 STATE GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: \$63,121.53

Project Title: Wildwood NG911 PSAP Upgrade

1. Board of County Commissioners Chair: The Honorable Don Burgess

Mailing Address: 7375 Powell Rd

City: Wildwood

State: FL Zip: 34785

Phone: (352) 689-4400 Fax: (352) 689-4401

Email Address: Don.Burgess@sumtercountyfl.gov

2. County 911 Coordinator: **Silas L. Daniel**

Mailing Address: 1010 N Main St

City: Bushnell

State: FL Zip: 33513

Phone: (352) 689-4620 Fax: (352) 689-4621

Email Address: Silas.Daniel@sumtercountyfl.gov

3. Federal Tax ID Number: 59-6000865

County SUMTER

COUNTY INFORMATION

USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Information

- A. County Sumter
- B. Population 97,700
- C. Total Number of Incoming Nonwireless Trunks 6 (Bushnell) and 3 (Wildwood)
- D. Total Number of Incoming Wireless Trunks 0 - routed through nonwireless
- E. Number of PSAP's 2
- F. Number of Call Taker Positions per PSAP 5 (Bushnell) and 2 (Wildwood)
- G. Total Volume of 911 Calls 40,724
- H. What equipment is needed to maintain the Enhanced 911 system?
- I. What equipment is requested in this grant application?
Upgrading Viper in Wildwood to v4.1 and NG911 Ready
- J. Financial Information:
- 1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?
\$124,682.04
- 2.) What are the current annual costs for maintenance of items included in 1.)?
\$47,085.36

5. Describe your county's existing E911 system.

Sumter County has a type 4 E911 system consisting of two Primary PSAPs at the Sheriff's Office in Bushnell and the Wildwood Police Department and one shared secondary PSAP. The Secondary PSAP is shared with Lake County and handles Lake-Sumter Ambulance Services and The Villages Fire Services. The Primary PSAP systems provide backup capabilities should either system experience problems such as outright systems failure or mandatory evacuation. Sumter County utilizes the Positron Viper as CPE at both Primary PSAPs.

6. Describe the proposed project including any goal(s) and objectives.

The goal for this project is to upgrade the Viper CPE at the Wildwood PSAP to version 4.1. Performing this upgrade will enhance the multi-node feature functionality of the

Viper to enhance geographic redundancy, will lay the foundation for future regional routing projects and ultimately prepare Sumter County E911 for NG911 service.

7. Justification of the need for the proposed project.

The upgrade is needed to maintain the currency of existing CPE and prepare for the future of E911 - NG911 and regional routing.

8. Describe why your county will not be able to complete this project without this grant funding.

The continued increase in operating costs and expenditures for Sumter County E911 versus a slower increase in revenues necessitates the search for funds from other sources. While there are reserve carry-forward funds available, they are needed for any emergency equipment replacement as well as the next major CPE replacement cycle.

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

Receiving this grant is a vital factor in allowing Sumter County E911 to ensure its CPE is current and up-to-date, and to prepare and be ready for the imminent approach of NG911.

10. Describe the required steps and an anticipated schedule or time frame with procurement and payment milestones and completion date.

April 2011 – Quote received from vendor
May 2011 – Grant application submitted to State E911 Board
October 2011 – Receive grant funds
November 2011 – Authorize upgrade with vendor and submit purchase order
January 2012 – Vendor begins upgrade
March 2012 – Vendor completes upgrade
April 2012 – Approve upgrade
May 2012 – Vendor invoices upgrade and payment is disbursed to vendor

11. Sole source justification (if applicable).

This is an upgrade to a system which is vendor specific.

12. Budget/Expenditure Report

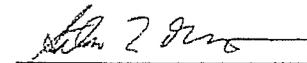
Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; E911 System, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions (if any) in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County:	Sumter	Grant Number:		Report Date:	
---------	--------	---------------	--	--------------	--

For Grant Period Ending:	<input type="checkbox"/> March 31	<input type="checkbox"/> June 30	<input type="checkbox"/> September 30	<input type="checkbox"/> December 31	Year:		FINAL	<input type="checkbox"/>
--------------------------	-----------------------------------	----------------------------------	---------------------------------------	--------------------------------------	-------	--	-------	--------------------------

Proposed Budget				USE FOR QUARTERLY REPORTS	
Line Item	Unit Price	Quantity	Total Cost	Revised Budget	Total Expenditure for Grant Period
A. Systems (Hardware, Software, Equipment & Labor)					
Viper 4.1 Upgrade for Wildwood PSAP	\$63,121.53	1	\$63,121.53		
Total System Items			\$ 63,121.53		
B. Services (Training, Maintenance and Warranty Items)					
Total Service Items			\$ 0.00		
Applied County Carry Forward or other Funding (if applicable)			\$ 0.00		
Grant Request Total			\$ 63,121.53		

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	\$
Total Interest for Grant Period	\$
Final Completion Date:	



Signature, County 911 Coordinator

Appendix I

NO requests for funding will be acknowledged for any items not specified in Florida Statute 365.172, Emergency communication number "E911"; paragraph (9) (shown below).

Section 365.172 (9), Florida Statute

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, dispatching, location verification, and call transfer.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by this section. These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the Public Service Commission's lawfully approved 911 and E911 and related tariffs or the acquisition, installation, and maintenance of other E911 equipment, including call answering equipment, call transfer equipment, ANI controllers, ALI controllers, ANI displays, ALI displays, station instruments, E911 telecommunications systems, visual call information and storage devices, recording equipment, telephone devices and other equipment for the hearing impaired used in the E911 system, PSAP backup power systems, consoles, automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems, integrated CAD systems for that portion of the systems used for E911 call taking, network clocks, salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position and a staff assistant position per county for the portion of their time spent administrating the E911 system, training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. 401.465, and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Appendix III

Quarterly Report

County: Sumter

Grant Number: _____

Report Date: _____

Project Status Update:

Empty text area for Project Status Update.

Problems/Delays:

Empty text area for Problems/Delays.

Signature of Authorized Official

Date

Addendum I

Funding Priorities for the E911 State Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 State Grant Program will be made on a PRIORITY basis. There will be seven (7) priorities as identified below:

PRIORITY 1: Counties with E911 Phase II Primary and/or Secondary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Counties with E911 Phase II Primary and/or Secondary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II status. This may include the following, listed in order of funding priority a through k:

- a: Hardware and software for Customer Premise Equipment
- b: Lightning Protection Equipment
- c: Uninterruptible Power Supply Equipment
- d: E911 Voice Recording Equipment
- e: E911 Database Equipment
- f: E911 Map Display Equipment
- g: E911 Map System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
- h: New additional 911 Call Taker Position Equipment
- i: GIS Centerline and point generation
- j: Net clock
- k: Priority 2 Items not specifically listed in 2a through 2j.

PRIORITY 3: Counties with E911 Phase II Systems requesting consolidation of E911 PSAPs.

PRIORITY 4: Counties with E911 Phase II Systems requesting new NG-911 network funding.

PRIORITY 5: Counties with E911 Phase II Systems requesting new management information call monitoring system funding.

PRIORITY 6: Counties with E911 Phase II systems that require allowable E911 expense items that are not defined in Priorities 1, 2, 3, 4, & 5 but are needed to maintain a complete E911 system.

PRIORITY 7: Supplemental ANI/ALI Databases.

Regional E911 system project requests related to systems and equipment will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida E911 State Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under F. S. 365.172 and 365.173.



CenturyLink

Customer Legal Name: -
 Customer Billing Name: | E911 Florida Sumter County
 | Attn: Silas Daniel
 | 1010 Main Street
 BUSHNELL, FL 33513-6146

Valid Until June 30, 2011

Quote Number: 11-014995

Description of Work to be Performed: Sumter County Wildwood PD Viper 4.1 Upgrade

Price shown is based upon direct sale accompanied by new Centurion Maintenance contract. All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html

Part Number	Description	Quantity	Extended Price
Positron VIPER			
912801/U	Positron CAMA Interface Module	3	
912802/U	Positron Primary Backroom Server	1	
912803/U	Positron Primary VoIP Soft Switch	1	
912814/U	Positron Admin Interface Module (AIM)	1	
912811/U	Backroom Position Access License	3	
912812/U	PBX Access License - Per Workstation	2	
912822/U	Positron Secondary Backroom Server	1	
912823/U	Positron Secondary VoIP Soft Switch	1	
912890	VIPER Media Kit	1	
			SUBTOTAL
			13,177.03
Power 911 Software - Upgrade			
913100/U	Power 911 Client Access License	2	
913202/U	Power 911 Server Access License	2	
913152/U	Power 911 Add-on Recorder for Radio (ITRR)	2	
913100/CD	Power 911 Media & Documentation	1	
			SUBTOTAL
			10,265.00
Power MAP Software - Upgrade			
919100/U	Power MAP Software	2	
919100/CD	Power MAP Media & Documentation	1	
			SUBTOTAL
			3,478.30
Power MIS Software - Upgrade			
920100/U	Power MIS Server Software License	1	
920101/U	Power MIS Concurrent Client Access License	1	
920102/U	Power MIS Data License	2	
920000/CD	Power MIS Software & Documentation	1	
			SUBTOTAL
			1,303.99
Intrado Services			
950104	Professional Services - Price Per Day	4	
960575	Installation - Living Expense Per Day	6	186.00
960580	Installation - Travel Fee	1	
960801	Power 911 and MIS Administrator Training - Price Per Day	2	
960801	Power 911 Call-Taker Training - Price Per Day	1	
960801	Power MAP Administrator Training - Price Per Day	1	
960801	Power MAP Call Taker Training - Price Per Day	1	
960575	Training - Living Expense Per Day	7	186.00
960580	Training - Travel Fee	1	
950510	Project Management	1	
			SUBTOTAL
			22,254.80
999999-1	Routers & Misc network equipment	1	
			SUBTOTAL
			5,135.88

Prices do not include charges for taxes, duties, tariffs, telecommunication services, or professional services such as Centurion Maintenance or Managed Network Services.

SUBTOTAL: Gross Material Price	\$	55,615.00
SUBTOTAL: Gross Discount	\$	-
Net Material Price	\$	55,615.00
Labor (Includes Project Management if not shown separately below)	\$	5,091.00
Project Management	\$	1,915.50
Shipping	\$	500.03
TOTAL PRICE	\$	63,121.53

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

1. Minutes of Regular Meeting held on May 9th, 2011 (Attachments – Staff Recommends Approval)

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

1. None

c. RESOLUTIONS FOR APPROVAL:

1. None

d. APPOINTMENTS

1. None

e. CONTRACTS AND AGREEMENTS

1. SECO Franchise Agreement
2. Review/approval requested of the FDOT State Highway Lighting, Maintenance, and Compensation Agreement Work Order for FY2011-12

f. FINANCIAL

1. Bills for Approval
2. Review/approval for a 2011 Ford E-350 Van, with additions, for Public Works Department (Prison Van)
3. Review/approval requested for tractor in Public Works Department
4. Review/approval requested from for lawn mowers in Public Works Department
5. Contract Change Order No. 2 – Hamlet Construction Co. for the CR521 water main extension project (Dave Grimm to address)
6. Review/approval requested from Jason Hargrove, PRC, to replace ground light fixtures at city hall and the community center

g. GENERAL ITEMS FOR CONSIDERATION

1. Discussion relative to Barnes, Ferland & Associates Environmental Engineering Services Contract

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
MAY 9, 2011 – 7:00 P.M.
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session, May 9, 2011 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark, and Allen. Also present were: City Manager Smith, City Clerk Jacobs, City Attorney Blair, Assistant City Clerk Roberts, Police Chief Reeser, Development Services Director Peavy, Senior Planner Grimm and AVT Law. Commissioner Strickland being absent.

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

1. TIMED ITEMS AND PUBLIC HEARINGS

Adoption of the Evaluation and Appraisal Report (EAR) through Resolution R2011-04 (Attachments - Staff Recommends Approval)

DSD Peavy was sworn in by Mayor Wolf. Then explained that the EAR is due every seven years. All comments have been received from other agencies and the EAR needs to be adopted by Resolution No. R2011-04 and transmitted to DCA.

Motion by Commissioner Allen, second by Commissioner Bivins that Resolution No. R2011-04: A Resolution Of The City Commission Of The City Of Wildwood, Florida, Adopting The Evaluation And Appraisal Report For The City Of Wildwood Comprehensive Plan; Approving Transmittal Of The Report To The Department Of Community Affairs In Accordance With Section 163.3191, Florida Statutes: is adopted. Motion carried by unanimous vote.

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATIONS:

- Health Care Benefit Package Presentation (Deanna Cox, HRO (Attachments)
- Health Care Benefits Comparison & Cost Presentation (Robert Smith, City Manager) (Attachments)

Mayor Wolf noted that Health care special presentation is to be pulled from agenda until the next regular meeting. CM Smith requested the item be tabled until May 23 to give Brown & Brown the opportunity to quote the programs that were chosen from PRM.

Commissioner Allen requested to look at what the Legislature did regarding Health Insurance.

CM Smith noted that if the City went with PRM we would be in a pool of about 5000. Mayor Wolf commented that although he personally has been with the Brown & Brown group for years, he has told them that the City has to go with what is best for the City and if we can do better in a pool that is where we have to go.

Minutes
Page 2
May 9, 2011

Motion by Commissioner Bivins, second by Commissioner Clark to table Health Care Benefit Package and Benefits Comparison & Cost Presentation until the May 23 meeting. Motion carried by unanimous vote.

- Proclamation declaring Arbor Day as May 7, 2011

Motion by Commissioner Allen, second by Commissioner Bivins to approve the Proclamation declaring Arbor Day as May 7, 2011. Motion carried by unanimous vote.

a. City Manager

- 1) Quarterly Report from Jason Hargrove, P&R Coordinator –(Attachments)
- 2) On Saturday, May 7, the City was presented with Tree City USA Flag and awarded its 21st year as being a Tree City USA. New Forester in this area who is more active, and gave instruction on planting the trees donated and purchased.
- 3) Newspaper article regarding Sumter County and E5 Solutions have not come to terms on a contract for 2011-2012.
- 4) Received letter from FDOT that there will be a signal at Powell Road and SR 44 and will be engaged as soon as it is installed.
- 5) Still waiting on response from FDOT on Emergency signal for 301.
- 6) In conversation with County Administrator learned that the County received FRDAP funds for Cherry Lake Park in 2001. The County is eliminating that Park and removing the equipment from the park and will have to repay FRDAP the money for the improvements on that park. City Manager is trying to coordinate with DEP to keep the money within Sumter County and hopefully utilize those funds for MLK Park, Clark Park, or for Millennium Park. The FRDAP funds were awarded to Sumter County and since Wildwood is in Sumter County we have a park that can use the same improvements – a pavilion, back stops, well site, picnic benches, etc.
- 7) Met with Verando this week and can probably fund the improvements through reserves. Not only the HVAC system but also some improvements to the outside of City Hall such as repairing the columns, stucco and painting. The outside improvements will be about \$40,000.
- 8) Made some improvements at MLK park. Removed the poles, began mowing the outside and added additional clay. Had a P&R Board meeting trying to resolve some issues at Clark Park and tightening up the rules and regulations at MLK Park.
- 9) Workshop scheduled for Monday, May 16 at 5:30 p.m. Update LDR review, Logo review and review of Legislative updates.
- 10) Will be having a public workshop on May 24 to talk about the LDR's.

b. City Attorney - None

c. City Clerk - None

d. Commission Members

Commissioner Allen – at MLK Park could mile markers be placed on the walk trail.

e. Public Forum (10 minute time limit)

- 1) Manny Pesco – here to address sign ordinance and request the Commission to readdress, specifically Banners. Noted he received Code Violation notice and the banner on the Wildwood Antique Mall had to be removed by May 16. Noted this is a temporary sign until he can get a permanent sign designed and installed. Have applied for sign as of today. Noted that the sign ordinance contains pictures from the Villages not from Wildwood and Wildwood has nothing in common with the Villages. Wildwood has small business owners who don't have the megabucks. Have 40 vendors in the Antique Mall and rival the mall in Ocala. Will max out at 20,000 sq ft. Noted other businesses that have not received a citation for their banners including Dominoes, Ace, meat store, and the party store. Noted that Hardees now has a banner up. Stated that banners are not only good business because they impact the impulse of the buying public but also business signage is a form of free speech. Has been researching and have found that the Supreme Court is coming down on the side of small businesses that it is a form of free speech as long as the signage is on the business property. Also discussed was the snipe signs, but the problem with those is that they are on someone else's property. He indicated that once a banner is attached to a wall it is no longer by definition a banner, but a sign. Wildwood should want to create its own uniqueness, and should develop serviceability to the merchants.

Mayor Wolf indicated that staff would look at what other cities do and whether they make concession for new businesses or provide a time limit and take that into consideration. However there are other new businesses that have conformed to the sign ordinance. There is nothing wrong with the City wanting to be better and raise the bar. There is nothing wrong with the monument signs and no one can say that driving between the Villages and the City is not a nice drive. Mr. Pesco indicated that monument sign studies are showing those not to be as much the safety factor they were expected to be, but are just the opposite. A monument sign only six feet tall from the ground are more difficult to see in traffic. Noted again that you can't infringe on freedom of speech.

CM Smith reported that he talked with Manny Pesco on Thursday and now he planned to bring this to the Commission. Mr. Pesco was told that if the Commission consented and instructed him to look at our sign ordinance and compare with other ordinances in the area, then Jerri could be instructed to draft a memo as to whether the City is doing everything according to Florida Statute and allowed by the Supreme Court, then we would provide that documentation to Mr. Pesco. In reviewing other ordinances, see what is required and whether there is an amortization period from when a business first starts to when they to put up permanent sign. Mr. Pesco submitted for a sign permit this morning and is in the CRA area where the City has sign grants. Told Mr. Pesco that he needed

time to research, and if the Commission consents he will proceed to review City sign ordinance and ordinances of other municipalities.

Mr. Pesco indicated he would provide the ruling by the Supreme Courts regarding signage for small businesses to save the City Attorney time. Mr. Pesco indicated he is advertising on a billboard on 44 and one on 301, is open seven days a week. He would like to be part of the discussion and the merchants deserve to be a part of the discussion regarding the new LDR.

- 2) Lisa Olender – have been dealers in Ocala and have an Antique Mall for a number of years. Have been in Traditions Mall, but the road changes are hurting their business and if not for the Wildwood Antique Mall they probably would be leaving Wildwood. Sells have doubled at the Wildwood Antique Mall what they were at the Traditions Mall.
- 3) Hezi Gabai and Ellen S. Aven of Hollywood Café spoke. Mr. Gabai showed photos of the original Hollywood Café for the Commission to see. He noted that they are trying to preserve some of Wildwood history. Ms. Aven read from the LDR sections pertaining to preservation of historical buildings in downtown and setting blocks and lots providing for pedestrian use. Mr. Gabai noted that they have put their savings into the building and business. CM Smith questioned if this was a Code issue regarding signage, and noted that it would have to go through the Code Enforcement process before the Commission. He noted that regarding design amendments to the ordinance he will be reviewing with Mr. Pesco. Mr. Gabai indicated they are trying to preserve the 1920 interior and are trying to do something good. Stated that you have to look at your history before going into the future. Sorry he did not follow the proper procedure, but only wants to do something good to bring the area to life.

CM Smith stated that he would be sure that Mr. Gabai is a part of the sign amendment discussion and again noted the grant moneys available to the CRA areas of town. Would need to see David Grimm regarding the grants. Noted that the LDR changes will have to move forward to meet the time frames set by DCA, but there could be amendments after adoption. CA Blair indicated that if there is an ongoing case related to signs, it might be possible to have Code Enforcement to delay the hearing for the review of the ordinances. CM Smith – will ask that of the Special Magistrate.

- 4) Joyce Brazell resident of Wildwood. Does 98% of shopping in Wildwood. Does not go to the Villages or Lady Lake. Requested that when the comparison of the City's ordinance with other communities' to use only other municipalities' policies and not the Villages'. Mayor Wolf noted that Brownwood Town Center will be in the City limits. Ms. Brazell noted that she remembers the original Brownwood as a bankrupt restaurant in Central Lake Michigan and they had banners there. She noted

Minutes
Page 5
May 9, 2011

municipalities that could be compared to Wildwood's such as Leesburg, Clermont, Summerfield, Belleview, Tavares, Eustis, and Okahumpka.

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

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

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

Motion by Commissioner Clark, second by Commissioner Bivins to approve the minutes of April 25, 2011 as typed. Motion carried by unanimous vote.

b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)
None

c. RESOLUTIONS FOR APPROVAL:
None

d. APPOINTMENTS

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

CM Smith noted he no longer qualifies for the Advisory Board. Needs to be someone who resides within the City and can be an elected official or a City resident. Meet once per month with next meeting being May 13, which will be missed. Will place need of volunteer on website and Commission to provide other names to City Manager before Commission May 23 meeting.

e. CONTRACTS AND AGREEMENTS

- 1) CDBG Project Contract Agreement (Dave Grimm, PP and/or Attorney Blair) (Attachments – Staff Recommends Approval)

CM Smith noted amendments needed: Compliance officer for 504 policy compliance and Fair Housing will be the City Manager and for EEO will be Deanna Cox, HRC.

Motion by Commissioner Allen, second by Commissioner Bivins to approve as amended. Motion carried by unanimous vote.

- 2) Transmission Infrastructure Extension (TIE) Fee Update Work Order Authorization for Barnes, Ferland & Associates to complete the work outlined in the Scope of Services dated May 2, 2011 (Attachments – Staff Recommends Approval)

CM Smith noted this is Step 2. Connection fees didn't have to be changed per the Master Utility Study that was completed and approved on April 11. Brings to Phase 2 where we need to amend the TIE fee to match the new

Minutes
Page 6
May 9, 2011

Utility Master Plan. The reason it is expensive is that the 5 and 10 year Capital Improvement Plans have to be amended and what has been constructed in the past 10 years that needs to be removed from the TIE Fee list and recalculate the figure.

Mayor Wolf asked how many years are on the contract with BFA and how many remain. CM Smith indicated it is a three year contract and City is in year 2, and there is a 60-day out clause on the contract. Ron Ferland is not actively working with the City. Last contact was at one of the first instances at Champagne Farms. Believe he has been bought out of the company. One of the key factors in selecting BFA was Ron Ferland's local knowledge and experience.

Motion by Commissioner Clark, second by Commissioner Allen to approve the Update Work Order to complete the work outlined in the Scope of Service dated May 2, 2011. Motion carried by unanimous vote.

- 3) Request for approval to authorize Carr, Riggs & Ingram, CPAs and Advisors to perform a separate closeout audit on the WW769070-Wildwood Treatment Facilities project loan agreement as required by FDEP for the loan period from June 15, 2007 through January 29, 2010 (Attachments – Staff Recommends Approval)

CM Smith noted the price was negotiated down.

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

f. FINANCIAL

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

Motion by Commissioner Bivins, second by Commissioner Allen to pay the bills. Motion carried by unanimous vote.

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

CM Smith noted there has been a complaint.

Motion by Commissioner Clark, second by Commissioner Bivins to approve the low from LPI for construction and installation handicap ramps on Gamble Street. Motion carried by unanimous vote.

g. GENERAL ITEMS FOR CONSIDERATION

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

Minutes
Page 7
May 9, 2011

DSD Peavy noted there is no clear ruling by the State on the law. CM Smith there is so much gray area that moratorium could be continued for a term stated. CA Blair – this will provide time to review new legislation.

Motion by Commissioner Allen, second by Commissioner Bivins to continue moratorium for a period of six months. Motion carried by unanimous vote.

Resolution No. R2011-05 was introduced and read by title only.

Motion by Commissioner Bivins, second by Commissioner Clark that Resolution No. R2011-05: A Resolution of the City Commission Of The City Of Wildwood, Florida, Placing A Moratorium Of Permitting Internet Cafes Or Entities Providing Game Promotions In Connection With The Sale Of Consumer Products Or Services; Providing For An Effective Date: is adopted. Motion carried by unanimous vote.

4. ADJOURN:

Upon a motion by Commissioner Clark, second by Commissioner Allen the meeting was adjourned.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

ELECTRIC FRANCHISE AGREEMENT

THIS ELECTRIC FRANCHISE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2011, between THE CITY OF WILDWOOD, FLORIDA, hereinafter called "Grantor" and SUMTER ELECTRIC COOPERATIVE, INC., hereinafter called "Grantee."

WITNESSETH:

WHEREAS, the Grantor deems it necessary, desirable and in the interest of its citizens to establish a non exclusive franchise granting to Grantee the permission to occupy Rights-of-Way in the City of Wildwood, Florida, for the purpose of providing electric services; and

WHEREAS, the Grantee is willing to undertake the installation and operation of its electric utility facilities under a franchise from Grantor; and

WHEREAS, on May 13, 1991, Grantee and Grantor entered into such a franchise agreement, which will expire October 12, 2011;

WHEREAS, neither party is in breach of any covenant or provision of the franchise agreement; and

WHEREAS, the parties now wish to enter into this Agreement for the purposes stated herein, and

WHEREAS, the Grantor has obtained the authorization of its local governing body as may be required by applicable law and Grantor's charter and ordinances to enter into this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by reference are incorporated herein and made a part hereof.
2. **Entire Agreement.** The parties affirm and understand that this Agreement constitutes the entire, full, and complete understanding between the parties and they further affirm and understand that they have not relied, in any way, upon any representations, promises, agreements, arrangements, or understandings which are not fully and expressly contained herein.
3. **Definitions.** For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the present tense

Electric Franchise Agreement
Page 2

include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. "Grantor" – The City of Wildwood, Florida.
 - B. "Grantee" – Sumter Electric Cooperative, Inc., its successors and assigns.
 - C. "Electric Utility System" – An electric power system installed and operated in the Franchise Area in accordance with the provisions governing Rural Electric Cooperatives or such other regulations as may be appropriate to Grantee's successors or assigns establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.
 - D. "Franchise Area" – That area for which Grantee provides Electric Utility Service which is within the corporate city limits of the Grantor.
 - E. "Base Revenues" – Revenues from the sale of electricity, net of customer credits, to residential, commercial, and industrial customers and Grantor sponsored street lighting all within the corporate limits of the Grantor.
 - F. "Person" – Any person, firm, partnership, association, corporation, company, or organization of any kind.
 - G. "Rights-of-Way" – All of the public streets, alleys, highways, waterways, bridges, and easements of the Grantor, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the Grantor, or in such territory as may hereafter be added to, consolidated or annexed to the Grantor.
 - H. [RESERVED]
 - I. [RESERVED]
4. Grant of Authority.

Electric Franchise Agreement
Page 3

- A. There is hereby granted by Grantor, to Grantee, the right and privilege to construct, erect, operate, own and maintain, in, upon, along, across, above, over and under Rights-of-Way now laid out or dedicated, and all extensions thereof, and additions thereto in the corporate city limits, poles, wires, cables, underground conduits, manholes, fiber optic cable for its own use and other fixtures necessary or proper for the maintenance and operation of its Electric Utility System, provided that all portions of the same shall conform to the National Electrical Safety Code. This Franchise is awarded subject to the provisions of general or special laws of Florida now existing or hereinafter enacted. This grant of authority is limited to the provision by Grantee of electric utility services, but is not intended to restrict any rights or authority for use of Rights-of-Way outside the scope of this grant of authority which Grantee may have under other applicable laws or other agreements.
- B. **Annexation or Contraction.** Grantee agrees that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If Grantor approves a Franchise Area expansion or reduction by annexation or contraction, Grantor will provide written notice to Grantee. Grantee must revise its payments due to any expansion or reduction by annexation within a reasonable time after notice to Grantee, but no later than sixty (60) days after receipt of notice.
- C. **Non-Exclusive Use.** The right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive, and the Grantor reserves the right to grant similar use of said Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not materially and adversely impact Grantee's right to use and occupy Rights-of-Way as aforesaid.
- D. **Non-Compete.** As a further consideration of this Franchise, the Grantor agrees not to engage in the business of distributing and selling electricity within the service territory boundaries of the Grantee (if any), approved by the Florida Public Service Commission,

Electric Franchise Agreement
Page 4

during the term of this Franchise or any extension thereof in competition with the
Grantee.

5. **Term of Agreement and Franchise.**

A. This Agreement and the corresponding Franchise shall take effect and be in force from the
date of execution through August 1, 2020.

6. **Payment to Grantor.**

A. Effective the first day of the second month beginning after the effective date of this
Agreement, Grantor shall be entitled to receive from Grantee a monthly franchise amount
which will equal six percent (6%) of Grantee's Base Revenues for the preceding month
which amount shall be the total compensation due Grantor for the rights, authority and
privileges granted by this Franchise.

B. Payment shall be made to the Grantor for each month no later than the twentieth (20th)
day of the following month. The monthly payment may be made by wire transfer. Any
monthly payment or any portion thereof received twenty (20) days after the due date shall
be subject to interest at the rate of ten percent (10%) per annum until all payments are paid
in full.

7. **Favored Nations.**

A. In the event Grantee shall hereafter accept an electric utility franchise ordinance from any
municipality providing for the payment of a franchise fee in excess of the amount provided
for per Section 6 above, the Grantee shall immediately notify the Grantor and the Grantor
reserves the right to amend this Franchise to require the Grantee to pay the Grantor such
additional franchise fees. The Grantee's failure to notify Grantor of such additional
payments does not limit Grantor's rights to such additional franchise fees nor limit
Grantee's liability with respect thereto including late payments outlined in Section 6(B).

Electric Franchise Agreement
Page 5

- B. In the event Grantor exercises its right to amend this Agreement to adjust payment of the franchise fee in accordance with Paragraph 7(A), Grantee agrees to execute any such amendment and to continue to abide by all terms of this Agreement as well as any amendments.
- C. In no event shall Grantor receive a franchise fee that is less, in terms of percentage and/or Base Revenues, than any other governmental entity within Grantee's service area, except that, in the event Grantor shall hereafter grant a utility franchise to any other energy supplier providing for the payment of a franchise fee less than the amount provided for in Section 6 above, then Grantor shall be obligated to accept an amendment of this Agreement providing for a decrease in the franchise fee to such lesser amount.

8. **Rates and Services Provided.** The rates to be charged and services provided by the Grantee for electric service within the corporate limits of Grantor during the term of this Agreement shall be as provided in the Grantee's tariffs now or hereafter approved by Grantee's Board of Trustees. In the event that Grantee's proposed successor or assign is an entity other than a Rural Electric Cooperative, it shall satisfy the Grantor that its rates will be reviewed and approved by the proper regulatory agency.

9. **Character of Service.** Grantee agrees that the materials to be used in the construction, operation and maintenance of the electric distribution system and the service rendered thereby shall be consistent with its overall system and shall be included in its long range plans for system maintenance and improvement.

10. **Indemnifications.**

- A. Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its facilities thereunder, and the acceptance of this Agreement by Grantee shall be deemed an agreement on the part of the Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which Grantor may incur by reason of the neglect, default, or misconduct of Grantee in the construction, operation or maintenance of its electric utility facilities thereunder. Notwithstanding the above, the Grantee's indemnification of the

Electric Franchise Agreement
Page 6

Grantor shall be limited to the extent that the Grantor's liability is found to be limited by §768.28, Florida Statutes, nor is any part of this Agreement intended to be a waiver of sovereign immunity with respect to claims described in this subparagraph.

- B. Grantee shall maintain throughout the term of this Agreement insurance with regard to all damages set forth in Section 10(A) in the minimum amounts of:
- (i) \$1,000,000 for bodily injury or death to a person;
\$2,000,000 for bodily injury or death resulting from any one accident;
 - (ii) \$50,000 for property damage resulting from any one accident.

11. **Approval of Transfer.**

- A. The rights and privileges granted by this Agreement shall not be sold, or assigned in whole or in part without the Grantor's prior written approval; however, such consent shall not be unreasonably withheld. No such sale or assignment shall be effective until the vendee or assignee has filed with the Grantor an instrument, duly executed, reciting the fact of such sale, or assignment and agreeing to perform all the conditions thereof, including such amendments to the franchise as may be necessary when such proposed assignee is a legal entity other than a Rural Electric Cooperative.
- B. Grantee shall annually make available to Grantor, Attention: City Clerk, a copy of its Audited Annual Financial Report upon its normal issuance of same. By acceptance of this Agreement, the Grantee specifically agrees that in the event of any violation of this Section, after thirty (30) days written notice and an opportunity for Grantee to cure, Grantor may cause the Agreement and the corresponding Franchise granted herein to be terminated.

12. **Grantor Rights in Franchise.** The right is hereby reserved to the Grantor to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, within the powers of the Grantor, and shall not be in conflict with the laws of the State of Florida or the

Electric Franchise Agreement
Page 7

lawful regulations of any state agency possessing the power to regulate the activities of the Grantee or materially interfere with the benefits conferred on Grantees hereunder.

13. **Work in the Rights-of-Way.** The Grantee is hereby granted the right, authority and privilege to make all necessary excavations in said streets, avenues, alleys, thoroughfares, public rights-of-way and easements of Grantor. The Grantee shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in Grantee's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs along said lines that may in any way endanger the proper operation of same. Moreover, the Grantee shall have the right to construct, erect, operate and maintain in said City an electric system together with necessary substations, lines and related facilities, for carrying Grantee's business; provided that, in accomplishing these purposes, the streets of said City shall not be unreasonably obstructed and work in connection therewith shall be done and carried on in conformity with such reasonable rules, regulations and local ordinances with reference thereto as may be adopted by Grantor for the protection of the public.

14. **Records and Reports.** The following records and reports shall be filed with or available to Grantor:

- A. **Grantee Rules and Regulations.** Copies of rules, regulations, terms and conditions adopted by Grantee that relate to Grantee's use of Grantor's Right-of-Way shall be available upon request by Grantor.
- B. **Accounting.** Grantee shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by its lenders, or as mutually agreed to by Grantor and Grantee.
- C. **Reports.** The Grantee will attach to each payment a statement of its estimated Base Revenues by revenue account for the period on which such payment is based, signed by an authorized representative of the Grantee, in such reasonable form and detail as Grantor may from time to time prescribe, sufficient to show the source and method of computation of Base Revenues. The acceptance of any statement or payment shall not

estop the Grantor from asserting that the amount paid is not the amount due or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6(B).

- D. **Availability of Records and Reports.** Grantee shall supply all accounts and records of the Grantee and/or all such information that the Grantor or its representatives may from time to time reasonably request or require relative to the calculation of franchise fees. Such financial records shall be kept and maintained in accordance with generally accepted accounting principles. All of these records shall, on written request of Grantor, be open for examination and audit by Grantor and Grantor's representatives during ordinary business hours, and such records shall be retained by Grantee for a period of five (5) years.
- E. **Audit.** Grantor may require an audit of Grantee's books relating to this Agreement and the franchise hereunder at once every five (5) years. Such audit shall be at Grantor's expense. However, Grantee will reimburse Grantor's audit costs if the audit identifies errors in the Grantee's franchise Base Revenues of five percent (5%) or more for the period audited. Errors identified during the audit process shall be projected for any additional time periods not covered during the audit if there is a reasonable probability these errors occurred during the unaudited period, but not for more than five (5) years. If an underpayment of franchise fee has occurred, interest will be computed at a rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within thirty (30) days after receipt of demand therefore from Grantor.

15. **Grantor's Authority.**

- A. Nothing in this Agreement shall prevent Grantor from levying and collecting such taxes as Grantor may from time to time be empowered, by law, to levy and collect provided such taxes shall be applied uniformly to all persons within Grantor's corporate limits and shall not constitute an additional tax or fee for Grantee's use of the Rights-of-Way. Such taxes are not considered part of the franchise fees.

Electric Franchise Agreement

Page 9

- B. In the event the Grantor acquires the property rights of Grantee as well as any extensions thereof within and without the City, used in or useful in or connected with Grantee's Electric Utility System and the extensions thereof, all grants or renewals shall at once terminate.

16. **Severability.** Should any section or provision of this Agreement or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the Grantor and Grantee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

17. **Attorney's Fees and Expenses.** Except as otherwise provided for herein, Grantor and Grantee hereto agree that if litigation becomes necessary to enforce any of the obligations, terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable amount for attorney's fees and court costs, including fees and costs on appeal, from the non-prevailing party.

18. **Governing Law and Venue.**

- A. The rights and privileges granted to Grantee by this Agreement shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of Grantor's Rights-of-Way and nothing in this Agreement shall be considered as a surrender by Grantor of its right and power to use and relocate the use of its Rights-of-Way.
- B. The Franchise and rights herein granted are subject to the provisions of existing Federal laws and the laws of the State of Florida and those hereafter enacted.
- C. **Venue.** In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Lake County, Florida, or if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Ocala Division.

19. **Notices.** Except in exigent circumstances, all notices by either Grantor or Grantee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by

Electric Franchise Agreement
Page 10

facsimile. Any notice served by certified mail return receipt requested shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day: "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and Grantor and Grantee observed holidays excepted. All notices shall be addressed as follows:

GRANTOR:

City Manager
City of Wildwood
100 N. Main Street
Wildwood, FL 34785

GRANTEE:

C.E.O. & General Manager
Sumter Electric Cooperative, Inc.
P.O. Box 301
Sumterville, FL 33585-0301

Notice shall be given as required by this Agreement and for all other emergencies. Notice shall be provided to the above named addresses unless directed otherwise in writing by Grantor or Grantee.

20. **Non-waiver Provision.** The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

Electric Franchise Agreement
Page 11

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

"GRANTOR"

CITY OF WILDWOOD FLORIDA

By: _____
Ed Wolf
Mayor

Attest: _____
Joseph Jacobs
City Clerk

Approved as to form and content:

Jerri A. Blair
City Attorney

"GRANTEE"

SUMTER ELECTRIC COOPERATIVE, INC.

By: _____
James P. Duncan
C.E.O. & General Manager



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1405 Thomas Avenue
Leesburg, FL 34748-3225

ANANTH PRASAD, P.E.
SECRETARY

April 25, 2011



Gene Kornegay, Public Works Director
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785-4047

Re: **State Highway Lighting, Maintenance, and Compensation Agreement Work Order (FY 11/12)**
Financial Project ID: 413615-2-78-04
Contract Number: AN-870
FEID No.: VF-596000450-021
Work Order for Fiscal Year 11/12
Resolution No.: 968

Dear Mr. Kornegay:

You are hereby authorized to perform maintenance of the State Highway Lighting Systems within your jurisdiction in accordance with the terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

The total compensation for Fiscal Year 11/12 paid under this **Work Order** is **\$7,046.00**. This amount reflects a 3% increase per unit cost from the previous year. The compensation period for this work order will begin from **July 1, 2011, and expire June 30, 2012**.

Please execute and/or return the following documents directly to this office in the enclosed self-addressed envelope. In order to guarantee availability of funds, these documents must be returned to this office no later than June 7, 2011.

- Sign this original work order confirming receipt and agreement of the compensation terms listed above and return.
- Sign and have notarized, the enclosed State Highway Lighting, Maintenance, and Compensation Agreement Certification and return.
- If the Resolution referenced above is no longer current, return a copy of your current Resolution.

Page Two

State Highway Lighting, Maintenance and Compensation Agreement Work Order (FY 11/12)
Contract Number: AN870

If you wish to receive payment for the Fiscal Year 10/11 Work Order, please submit an invoice to this office anytime after May 19, 2011. Invoices for Fiscal Year 10/11 must be received no later than December 27, 2011. Per the State Highway Lighting, Maintenance, and Compensation Agreement paragraph 2.c. which states: "Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of the fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof."

A sample invoice is attached for your information. Please verify that all information contained on the sample invoice is included on your invoice.

If you have any questions, please contact: **Barbara McCabe at (352) 326-7722.**

Attachments: State Highway Lighting, Maintenance, and Compensation Agreement Certification
Sample Invoice

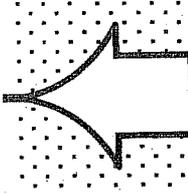
**FLORIDA DEPARTMENT
OF TRANSPORTATION**

MAINTAINING AGENCY



Philip Maggio, P.E.
Operations Engineer

Concurrence By: _____
(signature)



ATTEST: _____
Joseph Jacobs, City Clerk

Typed Name: Ed Wolf

S E A L

Title: Mayor

Phone: 352-330-1330 Ext. 109 or 110

Date: / /

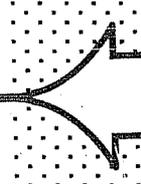
Contract No: AN-870
Financial Project No(s): 413615-2-78-04
Project Description: Highway Lighting Maintenance Agreement

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: City of Wildwood by its Mayor, Ed Wolf
Authorized Signature: _____
Title: Mayor
Date: _____



STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT CERTIFICATION

I Gene Kornegay, ~~City Manager~~ Public Works Director
(Name) (Title)

of the City of Wildwood, Florida, hereby certify that State Highway Lighting
(Local Maintaining Agency)

Facilities for Financial Project ID: 413615-2-78-04, Contract NO. AN-870

In Sumter County (Counties)

Were performed to keep all facilities fully operating, properly functioning, with a minimum of 90% of the light burning for any lighting type (ex. Highmast, standard, underdeck, sign) on the roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature.

All maintenance was performed in accordance with Agreement terms and according to the Manual of Uniform Traffic Control Devices; and, all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures.

Gene Kornegay 5/19/2011
(SIGNATURE) (DATE)
Gene Kornegay, Public Works Director

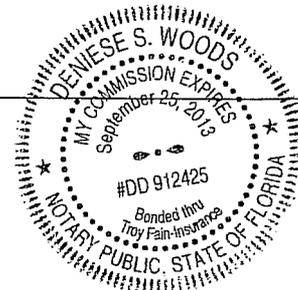
State of Florida

County of *Sumter*

Sworn to and subscribed to before me this day 19th of May, 2011

Denise Woods Notary Public, State of Florida at large

My Commission expires _____



BILLS FOR APPROVAL
City of Wildwood, Florida
May 23, 2011

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

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	PGIT	Workers Comp Insurance	\$	19.88
2	Sprint	Cell Phone	\$	23.40

CITY MANAGER-EXECUTIVE DEPARTMENT

3	Payroll	May 8, 2011 Pay Period - 3 Employees	\$	9,528.90
4	Dept of Management Service	Telephone Service	\$	61.13
5	Office Depot	Office Supplies	\$	27.03
6	PGIT	Workers Comp Insurance	\$	107.87

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

7	Payroll	May 8, 2011 Pay Period - 4 Employees	\$	10,379.02
8	Affirmed Medical Services	First Aid and Safety Products	\$	39.45
9	Citrus County Chronicle	Ad	\$	30.25
10	Dept of Business & Prof. Regulation	Elevator License Renewal Appl. Certificate	\$	37.50
11	Dept of Management Service	Telephone Service	\$	151.20
12	PGIT	Workers Comp Insurance	\$	117.30
13	Pride Enterprises	Letterhead and Envelopes	\$	57.13
14	Progress Energy	Electric Service	\$	77.67
15	Sprint	Cell Phone	\$	23.43
16	Terminix	Monthly Pest Control Contract	\$	75.00

DEVELOPMENT SERVICES

17	Payroll	May 8, 2011 Pay Period - 4 Employees	\$	8,916.58
18	Dept of Management Service	Telephone Service	\$	61.12
19	Office Depot	Office Supplies	\$	55.60
20	PGIT	Workers Comp Insurance	\$	76.33
21	Pride Enterprises	Letterhead and Envelopes	\$	114.22
22	Sprint	Cell Phone	\$	23.40
23	The Villages Technology Solutions	Technical Support Trouble Shoot and Repaired	\$	300.00

HUMAN RESOURCES

24	Payroll	May 8, 2011 Pay Period - 1 Employee	\$	2,046.14
25	Dept of Management Service	Telephone Service	\$	61.12
26	PGIT	Workers Comp Insurance	\$	19.88

POLICE DEPARTMENT

27	Payroll	May 8, 2011 Pay Period - 28 Employees	\$	56,872.64
28	Affirmed Medical Services	First Aid & Safety Products	\$	39.00
29	CarQuest Auto Parts Stores	Blower Motor, Standard Capsule, Bulbs	\$	29.71
30	Dept of Management Service	Telephone Service	\$	135.12
31	EGP	Monthly Copier Maintenance Contract	\$	134.19
32	Key Scales Ford	Wire Asy	\$	39.57
33	Law Enforcement Supply	Gun Timer	\$	40.60
34	Nordic Pawn	38 Remington	\$	18.00
35	PGIT	Workers Comp Insurance	\$	3,287.23
36	Progress Energy	Electric Service	\$	1,100.27
37	Resource One	Cleaning Supplies	\$	84.55
38	Shell Fleet Plus	Gasoline	\$	360.13
39	Sirchie	Evidence Bags	\$	163.00

40	Sprint	Cell Phone	\$	218.20
41	Terminix	Monthly Pest Control Contract	\$	25.00

STREET DEPARTMENT

42	Payroll	May 8, 2011 Pay Period - 10 Employees	\$	19,268.13
43	CarQuest Auto Parts Stores	Clutch Kit, Governor, Hyd Fluid, Grease Gun, Etc.	\$	1,383.47
44	Culligan	Cooler Rental and Bottled Water	\$	33.07
45	Dept of Management Service	Telephone Service	\$	45.04
46	PGIT	Workers Comp Insurance	\$	2,009.31
47	Precise Pavement Markings, Inc	6" Yellow Cross Hatch & Stalls No Parking Message	\$	250.00
48	Progress Energy	Electric Service	\$	4,700.30
49	Sprint	Cell Phone	\$	93.60
50	Sumter Electric	Electric Service	\$	152.16
51	Terminix	Monthly Pest Control Contract	\$	12.50
52	Walmart	Gene's Chair	\$	149.81
53	Waste Management	Dumpster Charges	\$	46.42

FLEET MAINTENANCE

54	Payroll	May 8, 2011 Pay Period - 2 Employees	\$	4,148.01
55	CarQuest Auto Parts Stores	Circuit Tester, Oil Filter, Hyd Fld, Thread Locker	\$	114.58
56	Culligan	Cooler Rental and Bottled Water	\$	33.07
57	Dept of Management Service	Telephone Service	\$	45.04
58	George Nahas Chevrolet, Inc	Motor Assm	\$	99.44
59	PGIT	Workers Comp Insurance	\$	558.07
60	Progress Energy	Electric Service	\$	102.12
61	Salescorp of Florida Inc	Angles	\$	69.28
62	Sprint	Cell Phone	\$	46.80
63	Terminix	Monthly Pest Control Contract	\$	12.50

COMMUNITY RE-DEVELOPMENT

64	Payroll	May 8, 2011 Pay Period - 1 Employee	\$	2,541.40
65	Dept of Management Service	Telephone Service	\$	61.13
66	Guy Simmons Appraisal, LLC	Old Library Property	\$	350.00
67	PGIT	Workers Comp Insurance	\$	28.66
68	Sprint	Cell Phone	\$	23.40

PARKS AND RECREATION

69	Payroll	May 8, 2011 Pay Period - 6 Employees	\$	7,847.61
70	Century Link	Telephone Service	\$	31.43
71	Dept of Management Service	Telephone Service	\$	61.13
72	Florida contract Growers	Marigolds, Zinnia's, Vinca,	\$	1,822.00
73	John Deere Landscapes	Field Maker, Paint, Herbicide	\$	385.44
74	Key Scales Ford	Retainers	\$	6.79
75	Logan Sitework Contractors, Inc	Sandy Clay Mix	\$	126.00
76	PGIT	Workers Comp Insurance	\$	723.19
77	Progress Energy	Electric Service	\$	457.65
78	Resource One	Cleaning Supplies	\$	153.15
79	Sharp Fence Construction, LLC.	Removal of 3 Steel Poles and 4 Concrete Poles	\$	1,600.00
80	Sprint	Cell Phone	\$	93.60
81	Sumter Electric	Electric Service	\$	334.46
82	T & D Waste Services, Inc.	Port O Let Rentals	\$	245.00

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

83	Sumter Electric	Electric Service	\$	1,265.72
----	-----------------	------------------	----	----------

84	Terminix	Monthly Pest Control Contract	\$	50.00
----	----------	-------------------------------	----	-------

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

85	Payroll	May 8, 2011 Pay Period - 3 Employees	\$	5,209.88
86	Affirmed Medical Services	First Aid and Safety Products	\$	39.45
87	Business Basics ETC., LLC	Water Bills	\$	855.00
88	Dept of Business & Prof. Regulation	Elevator License Renewal Appl. Certificate	\$	37.50
89	Dept of Management Service	Telephone Service	\$	106.17
90	PGIT	Workers Comp Insurance	\$	58.38
91	Pride Enterprises	Letterhead and Envelopes	\$	29.10

WATER DEPARTMENT

92	Payroll	May 8, 2011 Pay Period - 10 Employees	\$	17,480.43
93	Aqua Pure Water & Sewage Svc	Valve Actuator CR 214	\$	19,055.00
94	A.W.K. Industries Inc	DO106-00 Cables	\$	39.52
95	CarQuest Auto Parts Stores	Brake Wheel Cyl, Brake Shoe, Brake Drum, Etc.	\$	156.09
96	Dept of Management Service	Telephone Service	\$	45.04
97	Ferguson Enterprises, Inc	PVC Bushings, Air Cush Ck Valv, Washers, Coupl	\$	26.80
98	HACH	Buffer Soln, Hardness Test, Ferrover Pwd, Etc	\$	77.68
99	HD Supply Waterworks	Blue Tubing, Brass Cored Plug, Torque Wrench	\$	435.98
100	PGIT	Workers Comp Insurance	\$	1,690.10
101	Plant Technicians	Environmental Testing	\$	465.00
102	Progress Energy	Electric Service	\$	1,473.81
103	Sprint	Cell Phone	\$	97.99
104	Sumter Electric	Electric Service	\$	6,270.73
105	Sunshine State One Call of Florida	Locators for Month of April 2011	\$	201.04
106	Sunstate Meter & Supply, Inc	Repair Advantage Wand	\$	280.52
107	Terminix	Monthly Pest Control Contract	\$	25.00
108	The Dumont Company, Inc.	Check Valves, ClearFlow, Roller Assy	\$	2,225.27

WASTEWATER DEPARTMENT

109	Payroll	May 8, 2011 Pay Period - 14 Employees	\$	29,606.56
110	Budget Air Conditioning & Heat	Repaired Shop AC	\$	95.00
111	CarQuest Auto Parts Stores	Gage, Grip Probe, Open Eye Needle, Etc	\$	135.79
112	Century Link	Telephone Service	\$	108.53
113	Cole-Palmer	Flow Meter, Tubing, Thermometer, Bottle, Etc	\$	605.82
114	Culligan	Bottled Water	\$	77.48
115	Del Zotto Products	Adjusting Ring	\$	600.00
116	Dept of Management Service	Telephone Service	\$	90.08
117	Engineer Service Corporation	Scada Repairs	\$	525.00
118	Fort Bend Services, Inc	Polymer	\$	2,805.05
119	ITT Water & Wastewater USA	Submersible Mixers, Verible Freq Drive	\$	33,876.29
120	John Deere Landscapes	Permethrin	\$	62.01
121	Odyssey	Hypochlorite Solutions	\$	2,701.65
122	PGIT	Workers Comp Insurance	\$	1,678.55
123	Progress Energy	Electric Service	\$	3,068.26
124	Siemens	SDI Mixbed	\$	300.00
125	Sprint	Cell Phone	\$	140.40
126	Sumter Electric	Electric Service	\$	666.58
127	Sunshine State One Call of Florida	Locators for Month of April 2011	\$	201.04
128	Teledyne-Isco	Frig Pump Tube, Pump Tubing	\$	290.85
129	Terminix	Monthly Pest Control Contract	\$	25.00
130	Xpress Materials	PSI Fyash, Residential Fiber	\$	340.00

GREENWOOD CEMETERY

131	Progress Energy	Electric Service	\$	12.79
-----	-----------------	------------------	----	-------

ATTORNEYS/CONSULTANTS/SURVEYORS

132	Barnes, Ferland & Associates, Inc	Engineers - WW Permit Renewal	\$	1,238.80
133	Jerri A Blair	Attorney	\$	10,000.00
134	Potter Clement Lowry	Special Magistrate	\$	437.50

FUEL INVENTORY

135	Lynch Oil Company, Inc	Unleaded Gasoline	\$	9,164.00
136	Stone Petroleum Products, Inc	Ultra Low Sulfur Diesel	\$	3,398.02

TOTAL				\$ 305,190.77
--------------	--	--	--	----------------------

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

3. NEW BUSINESS – ACTION REQUIRED
f. (2) Review/approval for a 2011 Ford E-350 Van with
additions (Prison Van)

SUBJECT: Prison Van

REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only) **DATE OF MEETING:** 3/23/11
 Regular Meeting Special Meeting

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

BUDGET IMPACT:
 Annual **FUNDING SOURCE:** \$24,552
 Capital **EXPENDITURE ACCOUNT:** General Fund
 N/A

HISTORY/FACTS/ISSUES:

Mayor & Commission,

As presented at the Mid Year Budget Report Workshop, certain needed capital enhancements can be purchased due to the increase in revenues and under spending for operational expenditures. One of those items needed is a new van for one of the prison crews. The van being replaced is a 1996 Chevy Van with 185,000 miles on it. The old van will be transferred to Public Works Cleaning Department for use.

This model was chosen by our Public Works and Fleet Services Directors and the price is off a state contract. Staff recommends approval.

Regards,

Robert Smith

Robert

City of Wildwood
410 Grey Street
Wildwood, Florida 34785

3. NEW BUSINESS - ACTION REQUIRED
f. (2) Review/approval for a 2011 Ford E-350 Van with
additions

Steve Watson, Fleet Services Coordinator

Phone: 352-330-1343
Fax: 352-330-1353

Date: 5/11/11

To: Gene Kornegay; Public Works Director

From: Steve Watson

Re: Van pricing



Listed below is the Sheriff's bid price on a 2011 Ford E-350 Van with the available add-ons you requested.

Base price: \$21,798.00
Light bar: \$1849.00
Tow package: \$585.00
Running boards: \$320.00
Total: \$24,552.00



3. NEW BUSINESS – ACTION REQUIRED
 f. (2) Review/approval for a 2011 Ford E-350 Van with additions



**FLORIDA SHERIFFS ASSOCIATION,
 FLORIDA ASSOCIATION OF COUNTIES &
 FLORIDA FIRE CHIEFS' ASSOCIATION**

**12 PASSENGER VAN
 SPECIFICATION #27**

2011 Ford E-350 Club Wagon (E3B)

The Ford E-350 Club Wagon (E3B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$21,948.00	\$21,798.00	\$21,798.00	\$21,798.00

84552

While the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

3. NEW BUSINESS - ACTION REQUIRED -
f. FINANCIAL (3) Review/approval requested for
tractor in Public Works Department

SUBJECT: Public Works Tractor

REQUESTED ACTION: Staff Recommends Approval

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 3/23/11
 Special Meeting

CONTRACT: N/A

Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT:

- Annual
 Capital
 N/A

FUNDING SOURCE: \$29,078.07

EXPENDITURE ACCOUNT: General Fund

HISTORY/FACTS/ISSUES:

Mayor & Commission,

As presented at the Mid Year Budget Report Workshop, certain needed capital enhancements can be purchased due to the increase in revenues and under spending for operational expenditures. One of those items needed is a new tractor for Public Works. This tractor will be used to maintain right of ways, RIB sites, and other areas maintained by the City.

This model was chosen by our Public Works and Fleet Services Directors and the price is off a state contract. Staff recommends approval.

Regards,

Robert Smith

Q U O T A T I O N

TRIPLE D EQUIPMENT INC
 2820 FIREHOUSE RD
 DELAND, FL 32720
 Phone #: (386)734-2119
 Fax #: (386)738-2012

PHONE #: (352)303-0459
 ALT. #:
 P.O.#:
 TERMS: Net 30
 SALES ORDER #: 1115343
 SALES TYPE #: Quote

DATE: 4/27/2011
 INVOICE #:
 CUSTOMER#: 22496
 CP: 8
 LOCATION: 1
 STATUS: Pending

BILL TO 22496
 CITY OF WILDWOOD

SHIP TO
 CITY OF WILDWOOD

MFR	PRODUCT NUMBER	DESCRIPTION	QTY SOLD	QTY BO	PRICE	NET	TOTAL
		STATE CONTRACT QUOTE CONTRACT # 760-000-10-1 GROUP 10 / LINE 7 BASE UNIT 20.75% DISCOUNT FROM LIST ATTACHMENTS 15% DISCOUNT FROM LIST					
KUE	M8540HD-1	85HP TRACTOR 4WD HYDRAULIC SHUTTLE 12.4-24 BIAS STEEL FRONTS 18.4-30 BIAS STEEL REARS	1	0	\$34,377.00	\$27,243.77	\$27,243.77
KUA	M7611	2nd/3rd FD VALVE	2	0	\$664.00	\$564.40	\$1,128.80
KUA	M7614	2nd Postion Lever Kit	1	0	\$135.00	\$114.75	\$114.75
KUA	m7615	3 RD. VALVE LEVER M9540	1	0	\$135.00	\$114.75	\$114.75
KUA	E1134	KUBOTA CANOPY SERIES	1	0	\$375.00	\$318.75	\$318.75
KUA	E1136	CANOPY MOUNTING KIT	1	0	\$185.00	\$157.25	\$157.25

 ***** PRICES OF THIS QUOTATION ARE VALID FOR 30 DAYS *****
 1. ANY MERCHANDISE RETURNED MUST BE ACCOMPANIED WITH THE ORIGINAL INVOICE AND IS SUBJECT TO A 40% RESTOCK FEE.
 2. ALL RETURNS MUST BE WITHIN 20 DAYS OF ORIGINAL INVOICE DATE.
 3. SPECIAL ORDER PARTS AND ELECTRICAL PARTS CANNOT BE RETURNED WITHOUT A MANAGERS APPROVAL.
 4. THERE IS NO REFUND ON FREIGHT OR SHIPPING CHARGES.
 *** ASK ABOUT OUR BULK PARTS SPECIALS ***

SUBTOTAL: \$29,078.07
 TAX: \$0.00
 ORDER TOTAL: \$29,078.07

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

3. NEW BUSINESS - ACTION
REQUIRED f. (4) Review/approval
requested from for lawn mowers in
Public Works Department

SUBJECT: Public Works Tractor Mower Attachment
REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only) **DATE OF MEETING:** 3/23/11
 Regular Meeting Special Meeting

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

BUDGET IMPACT:
 Annual **FUNDING SOURCE:** \$24,220.00
 Capital **EXPENDITURE ACCOUNT:** General Fund
 N/A

HISTORY/FACTS/ISSUES:

Mayor & Commission,

As presented at the Mid Year Budget Report Workshop, certain needed capital enhancements can be purchased due to the increase in revenues and under spending for operational expenditures. One of those items needed is a new tractor for Public Works. This mower will attach to that tractor to maintain right of ways, RIBS, and other areas maintained by the City.

This model was chosen by our Public Works and Fleet Services Directors and the price is off a state contract. Staff recommends approval.

Regards,

Robert Smith



CITY OF WILDWOOD
PUBLIC WORKS

MEMO

TO: Robert Smith

DATE: May 9, 2011

FROM: Gene Kornegay

RE: Budget for new mowers



We have asked for two mowers in the budget:

(1) P.T.O. driven

(1) Hydraulic driven.

The advantages of the Hydraulic driven over the P.T.O. driven:

Ability of mowing steeper grades and deeper ditches and swales, without the possibility of damaging a driveshaft or gear box.

You are able to make sharper turn radius.

The possibility of taking on more roadways such as U.S. 301.

The hydraulic driven mower will allow us to do the job more efficiently and cost effective in the long run.

410 Grey Street Wildwood Florida 34785

Phone: 352-330-1343

Fax: 352-330-1353



JOHN DEERE

GREENSOUTH
Equipment, Inc.

Quote Id : 5244618

3. NEW BUSINESS - ACTION REQUIRED f. (4) Review/approval
requested from for lawn mowers in Public Works Department

March 15, 2011

CITY OF WILDWOOD
FL

~~Quoted off Florida Sheriff Contact.~~

~~10-18-0907~~

~~29 Oct 10 - 30 Sep 11~~

PLEASE MAKE PO PAYABLE TO:

Alamo Industrial
1502 E. Walnut Street
Sequin, Tx 78155

Please fax a copy to: 352-351-2523

Please keep cover letter with quote.

Thank you for your business.

TERRY HUNTER
352-351-2383
GREENSOUTH EQUIPMENT, INC.

CONFIDENTIAL



JOHN DEERE

Selling Equipment

GREENSOUTH
Equipment, Inc.

Quote Id :5244618

3. NEW BUSINESS - ACTION REQUIRED f. (4) Review/approval requested from for lawn mowers in Public Works Department

ALAMO FALCON 15'

Code	Description	Qty	Unit	Suggested List	Selling Price	Extended
04352115	FALCON 15' HYDRO BAT WING MOWER/W DECK RINGS	1	\$ 28,500.00	\$ 28,500.00	\$ 24,220.00	\$ 28,500.00
	Discount		\$ -4,280.00			\$ -4,280.00
Total						\$ 24,220.00



JOHN DEERE

GREENSOUTH EQUIPMENT, INC.
1695 NW 63rd Street
Ocala, FL 34475
Phone: 352-351-2383
Fax: 352-351-2523

GREENSOUTH
Equipment, Inc.

Quote Id : 5244618

3. NEW BUSINESS – ACTION REQUIRED f. (4) Review/approval requested from for lawn mowers in Public Works Department

Quote Summary

Prepared For : CITY OF WILDWOOD FL	Prepared By: TERRY HUNTER 1695 NW 63rd Street Ocala, FL 34475 thunter@greensouth.com	Quote Id : 5244618 Created On : March 15, 2011 Last Modified On : March 15, 2011 Expiration Date: April 30, 2011
---	---	---

Equipment Summary	Suggested List	Selling Price	Qty	Extended
ALAMO FALCON 15	\$28,500.00	\$ 24,220.00	X 1	\$ 24,220.00
Equipment Total				\$ 24,220.00

Quote Summary

Equipment Total	\$ 24,220.00
SubTotal	\$ 24,220.00
Total	\$ 24,220.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 24,220.00

Salesperson : X _____

Accepted By : X _____

City of Wildwood, Florida

100 N. Main Street
Wildwood, Florida 34785

3. NEW BUSINESS – ACTION REQUIRED –
f. FINANCIAL Contract Change Order No. 2 –
Hamlet Construction Co. for the CR521 water
main extension project (Dave Grimm to address)

TO: Mayor/Commissioners
FROM: David Grimm, City Projects Planner/Coordinator
RE: CR 521 Water Main Extension - Change Order
DATE: May 23, 2011

The CR 521 Water main Extension project has been completed by Hamlet Construction as of May 4, 2011. The lines have been cleared and are operational.

Due to a reduction in the amount of sod needed to repair the ROW, Hamlet Construction is requesting Change Order #2 which is a credit in the amount of \$309.00.

A complete accounting of the project is attached.

The summary of the final contract is as follows:

Original contract:	\$35,890.00
Change Order #1	1,980.00 (approved by Commission 4-11-11)
<u>Change Order #2</u>	<u>- 309.60</u>
Final Contract	\$37,560.40

Staff recommends approval.

Pay Request # 3 - FINAL					
COUNTY ROAD 521 WATERMAIN EXTENSION					
ITEM	DESCRIPTION	QUANTITY COMPLETE		UNIT PRICE	TOTAL AMOUNT COMPLETE
I. UNDERGROUND					
1*	8" PVC DR-18 Water Main	2,120	LF	8.00	16,960.00
2*	6" PVC DR-18 Water Main	20	LF	5.75	115.00
3*	8" Tapped Cap w/2" Blow Off Assembly	1	EA	340.00	340.00
4*	8"x45° MJDI Fitting	7	EA	140.00	980.00
5*	8" Gate valve and box	5	EA	270.00	1,350.00
6*	6" Gate valve and box	1	EA	245.00	245.00
7*	8"x6" MJDI Tee	1	EA	205.00	205.00
8*	8"x8" MJDI Tee	1	EA	210.00	210.00
9*	6" Cap	1	EA	85.00	85.00
10*	8" Cap	1	EA	95.00	95.00
11*	Fire Hydrant Assembly (includes valve and tee)	1	EA	660.00	660.00
12*	1" Automatic Air Release Valve	1	EA	2,770.00	2,770.00
13	Reconstruct Fence	1	LS	200.00	200.00
14	Reconstruct Driveways	1	LS	450.00	450.00
15	Relocate Mailbox & speed limit sign	1	LS	100.00	100.00
16*	Connect to existing WM	1	EA	1,975.00	1,975.00
UNDERGROUND SUBTOTAL					\$ 26,740.00
II. MISC.					
1	Mobilization	1	LS	2,225.00	2,225.00
2	Maintenance of Traffic	1	LS	1,200.00	1,200.00
3	R/W Restoration-Bahia Sod	3,500	SY	0.90	3,150.00
4	Pressure Testing	1	LS	650.00	650.00
5	Bacteriological Testing	1	LS	350.00	350.00
6	Construction Stakeout and As-Builts	1	LS	1,575.00	1,575.00
MISC. SUBTOTAL					\$ 9,150.00
SUMMARY					
II. UNDERGROUND					26,740.00
IV. MISCELLANEOUS					9,150.00
CHANGE ORDER # 1 - LABOR TO HANDLE UNSUITABLES					1,980.00
CHANGE ORDER # 2 - CREDIT SOD					(309.60)
TOTAL					\$ 37,560.40

SECTION 00850 – CONTRACT CHANGE ORDER

Change OrderNo. 2

Date of Issuance: May 3, 2011 Effective Date: May 3, 2011

Project: CR 521 Watermain Extension	Owner: City of Wildwood	Owner's Contract No.: WW-2011-01
Contract: CR 521 Watermain Extension		Date of Contract: March 1, 2011
Contractor: Hamlet Construction Company		Engineer's Project No.: 142173048

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

Description: Sod not required in front of new Fire Station (10' x 310' = 3,100 sf (344 sy)).

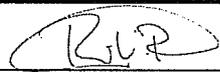
Attachments (list documents supporting change): Monetary breakdown sheets provided by Hamlet Construction.

Change order request from Hamlet Construction Company, dated 5/3/2011.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:	Original Contract Times:	<input type="checkbox"/> Working days	<input checked="" type="checkbox"/> Calendar days
<u>\$35,890.00</u>	Substantial completion (days or date):	<u>March 31, 2011</u>	
	Ready for final payment (days or date):	<u>April 10, 2011</u>	
(Increase) [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>n/a</u> to No. <u>n/a</u> :		
<u>\$37,870.00</u>	Substantial completion (days):	<u>March 31, 2011</u>	
	Ready for final payment (days):	<u>April 10, 2011</u>	
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
<u>\$37,870.00</u>	Substantial completion (days or date):	<u>March 31, 2011</u>	
	Ready for final payment (days or date):	<u>April 10, 2011</u>	
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:		
<u>\$309.60</u>	Substantial completion (days or date):	<u>no change</u>	
	Ready for final payment (days or date):	<u>no change</u>	
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:		
<u>\$37,560.40</u>	Substantial completion (days or date):	<u>March 31, 2011</u>	
	Ready for final payment (days or date):	<u>April 10, 2011</u>	

RECOMMENDED:
 By: 
 Engineer (Authorized Signature)
 Date: May 3, 2011
 Approved by Funding Agency (if applicable):

ACCEPTED:
 By: _____
 Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: 
 Contractor (Authorized)
 Date: 5/4/11

Date: _____

END OF SECTION



ATTN: Jessica L. Heiny
Kimley-Horn and Associates, Inc.
1321 SE 25th Loop
Suite 101
Ocala, Florida 34471

May 3, 2011

jessica.garner@kimley-horn.com

RE: COUNTY ROAD 521 WATERMAIN EXTENSION

WE PROPOSE THE FOLLOWING CHANGE ORDER NO. 2:

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
MISCELLANEOUS				
R/W Restoration-Bahia Sod	-344.0	SY	0.90	-309.60
TOTAL PROPOSED CHANGE:				-\$309.60

NOTE:

- 1) Sod not required in front of new Fire Station (10' x 310' = 3,100 sf (344 sy)).

Sincerely,

Charles D. Bell, P.E.
HAMLET CONSTRUCTION, INC.

SECTION 00622 - APPLICATION FOR PAYMENT NO.

To: Kimley-Horn and Associates

Contract for: CR 521 - Wildwood

For Work Accomplished through the date of: 5/4/2011

ITEM			CONTRACTOR'S Schedule of Values			Work Completed	
			Unit Price	Quantity	Amount	Quantity	Amount
See attached schedule of items.							
C.O. No. 1	Total	\$ 1980.00			\$ 35890.00		\$ 35890.00
C.O. No.		\$ -309.60			1980.00		1980.00
					-309.60		-309.60
					\$37560.40		\$ 37560.40

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 37,560.40
Schedule of Items	LESS 10% RETAINAGE	\$ -0-
	AMOUNT DUE TO DATE	\$ 37,560.40
	LESS PREVIOUS PAYMENTS	\$ 34,083.00
	AMOUNT DUE THIS APPLICATION	\$ 3,477.40

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER an account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: May 4, _____, 2011 CONTRACTOR Hamlet Construction Co.

By: Donna Mannelin
Donna Mannelin, Asst. Secy/Treas.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended. ENGINEER

Date: 5/4/11, _____, 2011

By: [Signature] KTHA

END OF SECTION

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: City Hall and Community Center Ground Lights

REQUESTED ACTION: Commission Approval

Work Session (Report Only) **DATE OF MEETING:** 5/23/11
 Regular Meeting Special Meeting

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

BUDGET IMPACT: N/A

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

HISTORY/FACTS/ISSUES:

Mayor and Commission,

The ground light fixtures around City Hall are in need of replacing. Also, I am having 2 new ground light fixtures installed, 1 at City Hall for the flag poles and 1 at the Community Center for the flag pole. I have met with three (3) electrical companies and they have quoted me on the new fixtures with LED lights that will consume less energy than the existing light fixtures, therefore saving more money. I am also having the current plastic receptacles replaced with weather proof metal covers.

After receiving all the quotes, I recommend that Coy Thomas Electric, Inc to be the company that replaces the light fixtures and receptacles. Coy Thomas Electric came in with a quote of \$4672, which is almost \$750 less expensive than the next company. The other electrical companies that sent in quotes are Lenhart Electric and Pike's Electric.

Respectfully,

Jason Hargrove 
Parks & Recreation Coordinator

Coy Thomas Electric, Inc.
7515 Frog Log Lane
Leesburg, Florida 34748
(352)636-4819

May 4, 2011

City of Wildwood
Attn: Jason
100 North Main Street
Wildwood, Florida 34785

Jason,

This is the estimate you requested to replace (27) outside light fixtures that aren't working at City Hall with LED fixtures. The LED fixtures have a life expectancy of 100,000 hours, or about 8-10 times that of the current fixtures. The LED fixtures also consume 1/4 the energy of the existing fixtures to operate. This estimate also includes (15) weather proof metal covers for receptacles to replace the current plastic ones. The estimated price of this work is \$4172.00, labor included.

This is the estimate you requested to install one light fixture each to illuminate the American flag at both the Community Center and at City Hall. The estimated price of this work is \$500.00, labor included.

The total amount for all the work listed above is \$4672.00.

Please call if you have any questions or concerns. Thank you for the opportunity to submit this estimate for the above work.

Sincerely

Coy Thomas, President
Coy Thomas Electric, Inc.

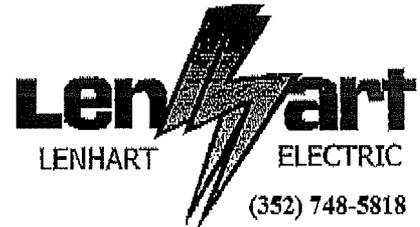
Proposal

Lenhart Electric Company
 8618 NE 43rd Way
 Wildwood, FL 34785

Date: 5/10/2011

To Name / Address:

CITY OF WILDWOOD
 100 N MAIN ST
 WILDWOOD FL 34785

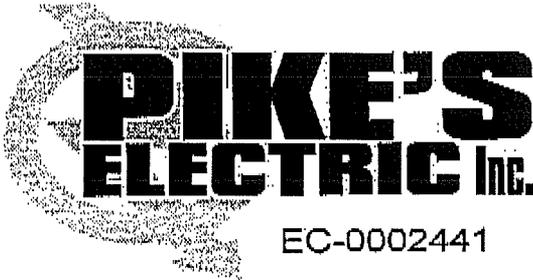


Proposal #:	Prepared By:
88727	LRS

Description	Quantity	Cost	Total
WILDWOOD CITY HALL ATTN JASON FAX-352-330-1338 INSTALL NEW 70 WATT MH FIXTURES. EIGHT (8) AT CITY HALL AND ONE (1) AT COMMUNITY CENTER INSTALL FOUR (4) LSE50 LED FIXTURES IN TREE (3) BEDS. REMOVE TWO (2) OTHER FIXTURES AT FOUR (4) LOCATIONS. REPLACE FIFTEEN (15) IN USE DUPLEX RECEPICAL COVERS REPLACE FOURTEEN (14) LOW VOLTAGE 12 VOLT LANDSCAPE FIXTURES INSTALL NEW FIXTURE AT FLAG POLE LOCATION AT CITY HALL. ONE (1) NEW FIXTURE AT COMMUNITY CENTER. WORK TO BE PERFORMED FURING NORMAL HOURS	1	5,416.62	5,416.62

Signature: _____ Date: _____

Total \$5,416.62



Estimate

DATE: 5/11/2011

TO: City of Wildwood
RE: Outdoor Lighting at Wildwood City Hall

Attn: Jason
Fax: 352-330-1338

QTY	DESCRIPTION	TOTAL
1	Replace (7) outdoor building lights with LED's & garden post mounts	
2	Replace (14) landscape lighting around building with LED's	
3	Replace lights on (4) trees out front with City Hall's LED's	
4	(1) LED flood light on flag poles at City Hall	
5	(1) LED flood light on Community Center flag pole	
6	Replace receptacles on (4) trees out front with garden posts	
7	Replace (15) in-use covers for receptacles	
	TOTAL	\$ 7,311.92

THANK YOU FOR YOUR BUSINESS

719 INDUSTRIAL DRIVE, WILDWOOD, FL 34785 (352-748-6251)

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

3. NEW BUSINESS – ACTION REQUIRED g. General Items for
Consideration 1. Discussion relative to Barnes, Ferland &
Associates Environmental Engineering Services Contract

SUBJECT: BFA Environmental Engineering Contract
REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 3/23/11
 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:

Mayor & Commission,

Barnes Ferland & Associates (BFA) has been the City's Environmental Engineering Services Consultant since 1996. In 2008, the City of Wildwood solicited RFQ's for Civil Engineering and Environmental Engineering Services. Kimley Horn & Associates (KHA) was selected as our Civil Engineering Consultant and BFA was selected to be the City's Environmental Engineer with KHA ranking second. Contracts were entered into with both parties for a three year term. The current BFA contract expires in February of 2012 with a 15 day notice to terminate clause.

One of the factors the Selection Committee used in deciding on BFA was the experience and familiarity with our City and utility system by one of the company's principals Ron Ferland. Since the contract was executed, Mr. Ferland's involvement in the various projects headed by BFA has been non existent. With the amount of utility work, mapping, and familiarity of our current system and upgrades KHA has obtained since 2008, utilizing one firm as opposed to two would reduce costs and eliminate miscommunications.

Staff recommends consolidating Civil and Environmental Engineering Services into the KHA contract and tendering the 15 day termination notice to BFA.

Regards,

Robert Smith

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 9th day of the year 2009, between The City of Wildwood, a Florida Municipal Corporation, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter referred to as the "CITY"), and Barnes, Ferland and Associates, Inc. whose address is 3655 Maguire Boulevard, Suite 150, Orlando, FL 32803 (hereinafter referred to as the "CONSULTANT").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Term and Termination.** The term of this Agreement shall be for an initial term, up through and including three (3) years from date of execution. The City may, at its sole discretion, choose to extend this Agreement for additional one (1) year periods. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONSULTANT. In such event, the CONSULTANT will be entitled to compensation for services competently performed up to the date of termination.
2. **Services.** The CONSULTANT shall perform the professional services as requested by the CITY. CONSULTANT understands that from time to time the CITY will employ the services of other professionals for specific projects when any of the following situations arise:
 - a. There is a conflict between CONSULTANT'S representation of the CITY and CONSULTANT'S representation of another client.
 - b. There is a legal requirement that CITY obtain engineering services for a specific project through use of a request for qualifications for that project.
 - c. CONSULTANT is unable to perform the services requested by the CITY in a timely manner.
3. **Insurance.** The CONSULTANT will provide and maintain, throughout this Agreement, liability insurance in the amount of One Million (\$1,000,000.00) Dollars.
 - A. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONSULTANT prior to starting work, together with evidence that the premiums have been paid.
 - B. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

- C. The CONSULTANT shall require, and shall be responsible for assuring that any and all of its subcontractors or sub-consultants secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors or sub-consultants work.
- D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

4. **Indemnification.** The CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused solely by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

5. **Codes, Laws, and Regulations.** CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. **Permits, Licenses, and Fees.** CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT 'S performance of the Scope of Services.

7. **Access to Records.** CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONSULTANT 'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

8. **Contingent Fees Prohibited.** The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. **Payment.** CITY shall compensate CONSULTANT for their services on a task order basis for a negotiated lump sum or at the rate schedule identified on the attached EXHIBIT "A".

10. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONSULTANT (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY. It is understood that documents prepared by the CONSULTANT are not intended or represented to be suitable for use, partial use, or reuse by the CITY or others on extensions of projects or on any other projects. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without the written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT, and the CITY shall indemnify, defend and hold the CONSULTANT harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting therefrom.

11. **Independent Contractor.** The CONSULTANT is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

12. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

13. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONSULTANT and the CITY.

14. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation, and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Sumter County, Florida.

15. **Nonappropriation.** The CONSULTANT understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a nonappropriation shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its

obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONSULTANT, effective the first day of a fiscal period provided that:

- a) A nonappropriation has occurred, and
- b) The CITY has provided the CONSULTANT with written notice of termination of less than fifteen (15) days before the proposed termination date.
- c) In the event of any termination, the CONSULTANT shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

16. Contact Person.

a. The primary contact person under this Agreement for the CONSULTANT shall be:

Ron Ferland
Barnes, Ferland and Associates, Inc.
3655 Maguire Boulevard, Suite 150
Orlando, FL 32803

b. The primary contact person under this Agreement for the CITY shall be:

Robert Smith, acting City Manager
City of Wildwood
100 North Main Street
Wildwood, FL 34785

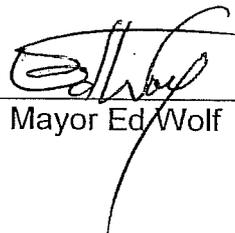
- 17. Disclosure of Conflict.** The CONSULTANT has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a conflict of interest between the CONSULTANT and his duties under this Agreement. For the purpose of this agreement, a conflict would be created if the CONSULTANT were to represent both the CITY and a private client / developer / property owner on the same project, unless the CONSULTANT demonstrates to the CITY's satisfaction

that the nature of the services provided by the CONSULTANT to another private client / developer / property owner does not conflict with the services provided by the CONSULTANT to the CITY. It is understood that the CONSULTANT shall not review plans or reports created by the CONSULTANT.

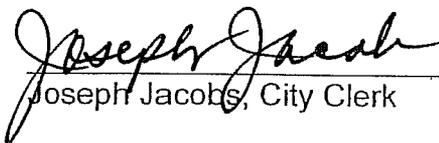
18. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

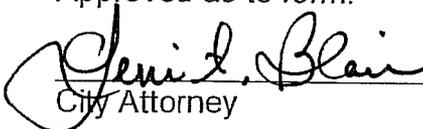
THE CITY OF WILDWOOD, FLORIDA

By: 
Mayor Ed Wolf

ATTEST:


Joseph Jacobs, City Clerk

Approved as to form:


City Attorney

Barnes, Ferland and Associates, Inc.

By: 
Printed: Daniel L. Allen
Title: Sr. Vice President
Date: 9/18/10



FILE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the January day of the year 2009, between The City of Wildwood, a Florida Municipal Corporation, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter referred to as the "CITY"), and Kimley-Horn and Associates, Inc., whose address is 3404 Southern Trace, The Villages, FL 32162 (hereinafter referred to as the "CONSULTANT").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Term and Termination.** The term of this Agreement shall be for an initial term, up through and including three (3) years from date of execution. The City may, at its sole discretion, choose to extend this Agreement for additional one (1) year periods. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONSULTANT. In such event, the CONSULTANT will be entitled to compensation for services competently performed up to the date of termination.

2. **Services.** The CONSULTANT shall perform the professional services as requested by the CITY. CONSULTANT understands that from time to time the CITY will employ the services of other professionals for specific projects when any of the following situations arise:

- a. There is a conflict between CONSULTANT'S representation of the CITY and CONSULTANT'S representation of another client.
- b. There is a legal requirement that CITY obtain engineering services for a specific project through use of a request for qualifications for that project.
- c. CONSULTANT is unable to perform the services requested by the CITY in a timely manner.

3. **Insurance.** The CONSULTANT will provide and maintain, throughout this Agreement, liability insurance in the amount of One Million (\$1,000,000.00) Dollars.

- A. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONSULTANT prior to starting work, together with evidence that the premiums have been paid.
- B. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

- C. The CONSULTANT shall require, and shall be responsible for assuring that any and all of its subcontractors or sub-consultants secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors or sub-consultants work.
- D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

4. **Indemnification.** The CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused solely by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

5. **Codes, Laws, and Regulations.** CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. **Permits, Licenses, and Fees.** CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT 'S performance of the Scope of Services.

7. **Access to Records.** CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONSULTANT 'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

8. **Contingent Fees Prohibited.** The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. **Payment.** CITY shall compensate CONSULTANT for their services on a task order basis for a negotiated lump sum or at the rate schedule identified on the attached EXHIBIT "A".

10. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONSULTANT (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY. It is understood that documents prepared by the CONSULTANT are not intended or represented to be suitable for use, partial use, or reuse by the CITY or others on extensions of projects or on any other projects. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without the written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT, and the CITY shall indemnify, defend and hold the CONSULTANT harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting therefrom.

11. **Independent Contractor.** The CONSULTANT is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

12. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

13. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONSULTANT and the CITY.

14. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation, and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Sumter County, Florida.

15. **Nonappropriation.** The CONSULTANT understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a nonappropriation shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its

obligations hereunder, and the CITY has no^o other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONSULTANT, effective the first day of a fiscal period provided that:

- a) A nonappropriation has occurred, and
- b) The CITY has provided the CONSULTANT with written notice of termination of less than fifteen (15) days before the proposed termination date.
- c) In the event of any termination, the CONSULTANT shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

16. Contact Person.

a. The primary contact person under this Agreement for the CONSULTANT shall be:

Richard V. Busche, P.E., Vice President
3404 Southern Trace
The Villages, FL 32162

b. The primary contact person under this Agreement for the CITY shall be:

Robert Smith, acting City Manager
100 North Main Street
Wildwood, FL 34785

17. Disclosure of Conflict. The CONSULTANT has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a conflict of interest between the CONSULTANT and his duties under this Agreement. For the purpose of this agreement, a conflict would be created if the CONSULTANT were to represent both the CITY and a private client / developer / property owner on the same project, unless the CONSULTANT demonstrates to the CITY's satisfaction that the nature of the services provided by the CONSULTANT to another private client / developer / property owner does not conflict with the

services provided by the CONSULTANT to the CITY. It is understood that the CONSULTANT shall not review plans or reports created by the CONSULTANT.

- 18. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF WILDWOOD, FLORIDA

By: [Signature]
Mayor Ed Wolf

ATTEST:

[Signature]
Joseph Jacobs, City Clerk

Approved as to form:

[Signature]
City Attorney

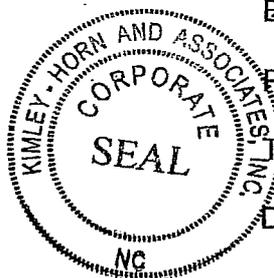
Kimley-Horn & Associates, Inc.

By: [Signature]

Printed: Richard V. Bosche

Title: Vice President

Date: 01/07/09





Kimley-Horn
and Associates, Inc.

EXHIBIT "A"

**CITY OF WILDWOOD, FLORIDA
KIMLEY-HORN AND ASSOCIATES, INC.**

**2009 BILLING RATE SCHEDULE
(Subject to change annually on January 1st)**

<u>Category</u>	<u>Hourly Rate</u>
Clerical Support Staff	\$50.00
Project Engineer/Technical Support Staff	\$75.00
CAD Technician	\$85.00
Professional	\$95.00
Senior Technical Professional	\$110.00
Senior Professional	\$155.00

An amount equal to 4.5% of labor charges will added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing computer time.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Summer Recreation Update

REQUESTED ACTION: Commission Approval

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 5/23/11
 Special Meeting

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

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: N/A

Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Mayor and Commission,

As of Monday, May 23, 2011, after 9 registration opportunities, we have 6 participants registered for the Summer Camp Program. Of those 6 participants, 1 participant for 5 of the 6 weeks, 4 participants for 1 of the 6 weeks, and 1 participant for 3 of the 6 weeks

There are 3 remaining registration dates (5/23, 5/24, 5/26).

I advertised the camp in local newspapers, sent flyers to schools to send home with students, placed flyers in City Hall, and put on digital marquee at City Hall. Also, over 200 flyers were passed out or taken at the Easter Eggstravaganza Event on April 23rd.

I sent out over 35 Summer Camp Advertising Donation letters to local businesses around the community. Each letter asked for a Camp Sponsorship of \$300 which would get the company's name/logo on each camper's shirt. As of Monday, May 23rd, I have received two (2) donations totaling \$700.

The Sumter County Youth Center holds a Summer Recreation Program. Their fees are \$40 a week. If participants attend field trips, there is an extra fee ranging from \$5 to \$15 (depending on type of field trip). Lunch is included with those prices. If participant is Reduced Lunch, price is \$30 a week (\$35 to \$45 if attending field trip) and if Free Lunch, price is \$25 a week (\$30 to \$40 if attending field trip). All prices are flat rates for all participants.

Respectfully,



Jason Hargrove
Parks & Recreation Coordinator
