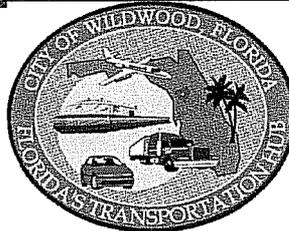


# Agenda



# 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

November 8, 2010  
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)	<b>PUBLIC HEARING – 2nd FINAL READING</b>	Ordinance No. O2010-25, an ordinance designating the segment of CR142 from Wildwood Avenue to Powell Road as Broken Oak Drive and designating the segment from CR144 from Huey St. to Powell Road as Huey Street (Attachments – Staff Recommends Approval)
7:00 PM (b)	<b>PUBLIC HEARING</b>	Public Hearing regarding the proposed application for a CDBG-NR Neighborhood Revitalization) to DCA (Attachments)
7:00 PM (c)	<b>TIMED ITEM</b>	Resolution No. R2010-34, a resolution authorizing the Mayor to make application to the FL DCA Affairs for a CDBG-Neighborhood Revitalization category project (Attachment – Staff Recommends Approval)

\* Quasi Judicial Hearing

### 2. REPORTS AND PUBLIC INPUT

- **SPECIAL PRESENTATION:** None at this time
  - 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 October 25<sup>th</sup>, 2010 (Attachments – Staff recommends approval)

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

1. None

c. **RESOLUTIONS FOR APPROVAL:**

1. Resolution No. 35, a resolution appointing the City Clerk as Acting City Manager during the period of November 19<sup>th</sup> through November 27<sup>th</sup>, 2010 while the City Manager is out of the country (Attachment-Staff Recommends Approval)

d. **APPOINTMENTS**

1. None

e. **CONTRACTS AND AGREEMENTS**

1. Review/approval requested for Fire Alarm Monthly Monitoring contract for a 36-month period (Attachment – Staff Recommends Approval)

f. **FINANCIAL**

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

g. **GENERAL ITEMS FOR CONSIDERATION**

1. Review/discussion of letter from Atty. Randall Thornton representing the Oxford Pine Level Cemetery Association and their desire to have the Oxford Community Center deeded to back them (Attachments – Staff Does Not Recommend Approval)
2. Discussion/approval of the reimbursement of refuse impact fees for Peppertree Apartments due to compactor situation (Attachment – Staff Recommends Approval)
3. Review/approval requested to transfer 21 ERU's from CFUS (Central FL Urology Specialists) back to Maricamp, LLC and approval for a refund of overpayment of ERU's by CFUS (Attachment – Staff Recommends Approval)
4. Review/approval requested for the setting of a filing fee for Community Development Districts of \$15,000 (Attachment – Staff Recommends Approval)
5. Review/discussion of letter from FDOT regarding speed limit on SR44 in the vicinity of the intersections of Buena Vista and Powell Roads (Attachment)
6. Review/approval of parade and parade route for the Winter Wonderland Festival (Attachments – Staff Recommends Approval)
7. Review/discussion on preliminary findings regarding the Coleman WTP line separation (Attachments )

4. **ADJOURN:**

~~~~~

5. **RECONVENE AS MEMBERS OF THE CRA ( Community Redevelopment Agency)**

- a. Concept plan for the Gamble/Oxford Streets "proposed improvements" (Attachment – Staff Recommends Approval)

6. **ADJOURN**

~~~~~

**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

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

1. FYI – Letter from US Department of Justice re: the COPS Hiring Program Grant application – we were not among those selected (Attachment)
2. FYI – Quarterly Report from Ron Allen, Director, Water Department (Attachment)
3. FYI – Quarterly Report from Jason Hargrove, Coordinator, Parks & Recreation Department (Attachment)
4. FYI – Sumter County Tourism Plan Overview (Attachment)
5. City Hall HVAC RFQ (NO Attachment)
6. Litigation Update (NO Attachment)
7. HR Hire Introduction: Deanna Cox (NO Attachment)
8. Online Bill Pay (NO Attachment)
9. IT Interconnectivity (NO Attachment)
10. City Brochure Progress (NO Attachment)
11. Wildwood Winter Wonderland (NO Attachment)
12. Nomination for Leadership Sumter (NO Attachment)

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7:00 PM (b)	<b>PUBLIC HEARING</b>	Public Hearing regarding the proposed application for a CDBG-NR Neighborhood Revitalization) to DCA (Attachments)

\* Quasi Judicial Hearing

ORDINANCE NO. O2010-25

1. (a) PUBLIC HEARINGS – 2<sup>nd</sup> Final Reading of Ordinance No. O2010-25 – an ordinance designating the segment of CR142 from Wildwood Avenue to Powell Road as Broken Oak Drive and designating the segment from CR144 on Huey St. to Powell Road as Huey Street

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA DESIGNATING THE SEGMENT OF COUNTY ROAD 142 FROM WILDWOOD AVENUE TO POWELL ROAD AS BROKEN OAK DRIVE; DESIGNATING THE SEGMENT OF COUNTY ROAD 144 FROM HUEY STREET TO POWELL ROAD AS HUEY STREET; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The segment of County Road 142 from Wildwood Avenue to Powell Road shall be and is hereby designated Broken Oak Drive.

SECTION 2. The segment of County Road 144 from the road currently designated Huey Street to Powell Road shall be and is hereby designated Huey Street.

SECTION 3. The new street names shall be submitted to the 911 coordinator by the City.

SECTION 4. The street signs shall be posted in a manner to comply with 911 requirements.

SECTION 5. All ordinances or parts of ordinance in conflict herewith, be, and the same are hereby repealed.

SECTION 6. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2010, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

(SEAL)

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

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jerri A. Blair, City Attorney



**Handout**

**City of Wildwood, Florida  
SECOND PUBLIC HEARING  
2010 Community Development Block Grant Program,  
Neighborhood Revitalization Category**

**November 8, 2010**

The City is proposing to apply for \$750,000 in CDBG funds to construct drainage improvements in two areas of the City and to repave a portion CR 232. The grant application deadline is November 17, 2010. The following describes the proposed improvements.

<b>SERVICE AREA 1:</b> CR 323 (CLARK STREET	CDBG funds will be used to repave CR 232 between Hence Street and CR 209.
<b>SERVICE AREA 2:</b> PITT STREET AND STONE STREET	CDBG funds will be used to pave Pitt and Stone streets and to make drainage improvements to the area served by an existing retention pond to increase stormwater storage volumes.
<b>SERVICE AREA 3:</b> OSCEOLA AVENUE AREA	CDBG funds will be used to alleviate flooding in the Osceola Avenue area of the City. Proposed improvements include paving/repaving and the construction of a new stormwater retention area and improvements to conveyance structures such as piping and swales.

The attached maps and cost estimate provides additional information about the project.

**City of Wildwood CDBG Grant Application**  
**Map #1: CR 232 Repaving**

1. (b). PUBLIC HEARING - regarding the proposed application for a CDBG-NR (Neighborhood Revitalization) application to DCA

[Get Directions](#) [My Maps](#)

[Print](#) [Send](#) [Link](#)



**Map #2: CDBG funded Paving and Drainage Improvements in the Vicinity of Pitt**



**Ross Street**

**Fourth Street**

**Upgrade Existing Pump**

**Expand Existing Pond**

**Stone Street**

**Pavement Replacement**

**New Stormwater Inlets and Pipes**

**Pitt Street**

**Jackson Street**

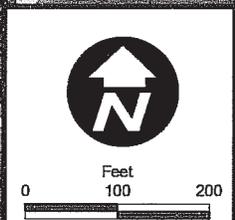
**Mill Street**

**DRAFT**

CONCEPTUAL OPINION OF PROBABLE COST					
CITY OF WILDWOOD					
PITT AND STONE D.R.A.					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
1	PROPERTY ACQUISITION	1	AC	\$ 10,000.00	\$ 10,000.00
2	RETENTION POND CONSTRUCTION	4	AC-FT	\$ 15,000.00	\$ 60,000.00
3	AUTOMATED PUMP SYSTEM	1	LS	\$ 30,000.00	\$ 30,000.00
4	CURBING	500	LF	\$ 10.00	\$ 5,000.00
5	DRAINAGE INLET	8	EA	\$ 3,000.00	\$ 24,000.00
6	STORM PIPE	800	LF	\$ 35.00	\$ 28,000.00
7	PAVEMENT REPLACEMENT	1,800	SY	\$ 25.00	\$ 45,000.00
8	SOFT CONSTRUCTION COSTS	1	LS	\$ 20,200.00	\$ 20,200.00
<b>SUBTOTAL</b>					<b>\$ 222,200.00</b>
SUMMARY					
<b>10% CONTINGENCY</b>					<b>\$ 22,220.00</b>
<b>CONSTRUCTION COST ESTIMATE</b>					<b>\$ 244,420.00</b>
<b>ENGINEERING DESIGN AND PERMITTING</b>					<b>\$ 48,884.00</b>
<b>TOTAL</b>					<b>\$ 293,304.00</b>



**Map #3 CDBG Funded paving and drainage in the Vicinity of Osceola Ave**



C-466A

Expand  
Retention  
Pond

New Storm  
Inlets and

Osceola Av

Pavement  
Replacement

Existing  
Pond

Warfield Avenue



**DRAFT**

CONCEPTUAL OPINION OF PROBABLE COST					
CITY OF WILDWOOD					
OSCEOLA AVENUE DRAINAGE IMPROVEMENTS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
1	PROPERTY ACQUISITION	1.5	AC	\$ 10,000.00	\$ 15,000.00
2	RETENTION POND CONSTRUCTION	6	AC-FT	\$ 15,000.00	\$ 90,000.00
3	CURBING	1,000	LF	\$ 10.00	\$ 10,000.00
4	DRAINAGE INLET	10	EA	\$ 3,000.00	\$ 30,000.00
5	STORM PIPE	1,500	LF	\$ 35.00	\$ 52,500.00
6	PAVEMENT REPLACEMENT	2,200	SY	\$ 25.00	\$ 55,000.00
7	SOFT CONSTRUCTION COSTS	1	LS	\$ 25,250.00	\$ 25,250.00
<b>SUBTOTAL</b>					<b>\$ 277,750.00</b>
SUMMARY					
<b>10% CONTINGENCY</b>					<b>\$ 27,775.00</b>
<b>CONSTRUCTION COST ESTIMATE</b>					<b>\$ 305,525.00</b>
<b>ENGINEERING DESIGN AND PERMITTING</b>					<b>\$ 61,105.00</b>
<b>TOTAL</b>					<b>\$ 366,630.00</b>



Kimley-Horn  
and Associates, Inc.

RESOLUTION NO. R2010-34

2010 CDBG-NR Grant Application  
Flood-Drainage-Repaving Improvements in the Vicinity of  
Pitt Street, Osceola Avenue and CR 232

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, AUTHORIZING THE MAYOR TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS FOR APPROVAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT, NEIGHBORHOOD REVITALIZATION CATEGORY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Wildwood, Florida is experiencing a need for physical improvements in one or more low-to-moderate income neighborhoods; and

WHEREAS it is the desire of the City Commission that local residents be assisted in creating an improved living environment in these areas.

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

SECTION 1. That the Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements in the low-to-moderate income area(s) indicated in the proposed 2010 CDBG application.

SECTION 2. The City Commission hereby directs the Mayor, Vice Mayor, City Manager or City Clerk in his/her absence, to sign all necessary certifications of the Community Development Block Grant (CDBG) application.

SECTION 3. That the City Commission directs the Mayor, Vice Mayor, City Manager or City Clerk in his/her absence to execute and submit the CDBG grant application to the Florida Department of Community Affairs for state approval.

SECTION 4. That the Mayor, Vice Mayor, City Manager or City Clerk in his/her absence, is authorized and directed to submit additional information in a timely manner as may

1. (c) TIMED ITEMS Resolution No. R2010-34, a resolution authorizing the Mayor to make application to the FL DCA Affairs for a CDBG-Neighborhood Revitalization category project

be required by the Florida Department of Community Affairs during the application review process and after execution of a contract agreement with the Department.

SECTION 5. The proposed CDBG application is consistent with the local comprehensive plan.

SECTION 6. The City's comprehensive plan is hereby adopted as the City's community development plan.

SECTION 7. That this Resolution shall take effect immediately upon its passage.

PASSED AND RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

(SEAL)

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

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

2. **REPORTS AND PUBLIC INPUT**

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

(a) **CITY MANAGER:**

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

None

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

(See “ f ” below)

(b) **CITY ATTORNEY:**

(1)

(c) **CITY CLERK:**

(1)

(d) **COMMISSION MEMBERS:**

(1)

(e) **PUBLIC FORUM:**

(1)

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

1. **FYI** – Letter from US Department of Justice re: the COPS Hiring Program Grant application – we were not among those selected (Attachment)
2. **FYI** – Quarterly Report from Ron Allen, Director, Water Department (Attachment)
3. **FYI** – Quarterly Report from Jason Hargrove, Coordinator, Parks & Recreation Department (Attachment)
4. **FYI** – Sumter County Tourism Plan Overview (Attachment)
5. City Hall HVAC RFQ (NO Attachment)
6. Litigation Update (NO Attachment)
7. HR Hire Introduction: Deanna Cox (NO Attachment)
8. Online Bill Pay (NO Attachment)
9. IT Interconnectivity (NO Attachment)
10. City Brochure Progress (NO Attachment)
11. Wildwood Winter Wonderland (NO Attachment)
12. Nomination for Leadership Sumter (NO Attachment)



**U.S. Department of Justice**  
Office of Community Oriented Policing Services (COPS)

1100 Vermont Avenue, N.W.  
Washington, DC 20530

September 30, 2010

Chief of Police Edward Reeser  
Wildwood Police Department  
100 East Huey St  
Wildwood, FL 34785

RE: COPS Hiring Program Grant Application  
ORI#: FL06005

Dear Chief of Police Reeser:

I would like to thank you for your grant application under the COPS Hiring Program (CHP). As you know, the COPS Office received an overwhelming response to last year's COPS Hiring Recovery Program (CHRP) grant solicitation, and as such carried over more than 6,000 unfunded CHRP applications into FY 2010 in anticipation of additional hiring funding.

A total of 4,423 agencies requesting approximately \$2.28 billion chose to complete updates to their 2009 CHRP applications to be considered for the \$298 million available under CHP in 2010. Due to the high demand and limited funding available, only 379 CHP requests were ultimately funded, which is about 8% of the total number of eligible CHP applications submitted to COPS. We regret to notify you that your proposal was not among those selected.

With an abundance of quality CHP grant requests, funding selections for this announcement were based upon a variety of factors, including (but not limited to) statutory mandates which govern how CHP and other COPS hiring funds are to be allocated, as well as each applicant's fiscal health, UCR-reported crime, and community policing information. For more information on the CHP program, and a more detailed description of how applications were evaluated, please visit the "Grants & Funding" page on the COPS Office website at <http://www.cops.usdoj.gov/Default.asp?Item=46>.

Please be advised that as of today's date, we do not know what amount of hiring funds will be appropriated to the COPS Office in FY 2011. However, should additional funds be made available, we anticipate offering a new solicitation for funding, and expect to further emphasize community policing as an integral part of COPS hiring grant funding.

We thank you for your interest in COPS Hiring Program funding, and regret that we were unable to fund your proposal. If you have any questions about this letter or future COPS funding opportunities, please feel free to contact the COPS Office Response Center at 800.421.6770.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew A. Dorr".

Andrew A. Dorr  
Assistant Director for Grants Administration

REC'D 10.29.10  
DATE PA  
EXECUTIVE DEPT.

## City of Wildwood Water Department Quarterly Summary

4th Quarter of Fiscal Year 2009-2010	
TOTAL WELL PUMPAGE	192,551,000
TOTAL WATER BILLED	177,214,000
AVERAGE UNACCOUNTED WATER	8%
METERS READ PER MONTH	3841
WORK ORDERS PROCESSED	736
WATER QUALITY COMPLAINTS	75
BACKFLOWS INSTALLED OR REPAIRED	10
BACKFLOWS TESTED	59
VALVES EXERCISED	0
HYDRANT METER INSTALLED OR PULLED	10
WATER SAMPLES TAKEN	131
REPORTS SUBMITTED	27
AFTER HOUR CALLS	87

### July

Events - Huey St. plant painting  
Leaks - 1305 Huey St. leak repair  
Repairs - NO SIGNIFICANT REPAIRS

### August

Events - Stage I Annual Sampling(TTHM & HAA5)  
Leaks - I-75 & Super 8 Main line break/repair  
Kentucky Ave leak/repair  
Repairs - West Side flushing due to I-75 Line break

### September

Events - Huey St. plant painting complete  
Huey St control/poly room doors replaced & painted  
Leaks - Wildwood Country Resort leak repair  
Repairs - Fairways well motor failure/motor rewind

CITY OF WILDWOOD  
WATER DEPARTMENT  
MONTHLY ACTIVITY REPORT

MONTH/YEAR	Sep-10	
WELL FLOWS	62,877,000	
PLANT FLOWS(DEP)	58,679,100	
WATER BILLED	58,605,000	
ACCOUNTED FOR WATER	183,500	
UNACCOUNTED FOR WATER	4,088,500	
PERCENTAGE UNACCOUNTED FOR	6.50%	
METERS READ	3858	
RE-READS	39	
MISS READ	34	0.88%
NO READS	0	
MISC. WORK ORDERS PROCESSED	232	
WATER QUALITY COMPLAINTS	8	
STOP-LOCK-GO	69	
NEW METER INSTALLS	7	
METERS REPAIRED/REPLACED	33	
METERS TESTED	5	
METERS REPROGRAMMED	1	
METER/LINE LEAKS REPAIRED	7	
BACKFLOWS INSTALLED/REPAIRED	5	
BACKFLOWS TESTED	0	
VALVES EXERCISED	0	
VALVES REPAIRED/REPLACED	2	
HYDRANTS REPAIRED	0	
HYDRANT METER INSTALLED/PULLED	3	
WATER SAMPLES TAKEN	35	
REPORTS SUBMITTED	9	
AFTER HOUR CALLS	6	

**EVENTS:** HUEY ST PLANT PAINTING COMPLETE  
HUEY ST CONTROL/POLY ROOM DOORS  
REPLACED & PAINTED

**LEAKS:** WCR LINE LEAKS

**REPAIRS:** FAIRWAYS WELL MOTOR UNIT RE-WOUND

CITY OF WILDWOOD  
 WATER DEPARTMENT  
 MONTHLY ACTIVITY REPORT

MONTH/YEAR	Aug-10	
WELL FLOWS	63,558,000	
PLANT FLOWS(DEP)	64,606,400	
WATER BILLED	56,497,000	
ACCOUNTED FOR WATER	320,100	
UNACCOUNTED FOR WATER	6,740,900	
PERCENTAGE UNACCOUNTED FOR	10.61%	
METERS READ	3832	
RE-READS	30	
MISS READ	34	0.89%
NO READS	1	
MISC. WORK ORDERS PROCESSED	183	
WATER QUALITY COMPLAINTS	54	
STOP-LOCK-GO	79	
NEW METER INSTALLS	10	
METERS REPAIRED/REPLACED	30	
METERS TESTED	8	
METERS REPROGRAMMED	4	
METER/LINE LEAKS REPAIRED	3	
BACKFLOWS INSTALLED/REPAIRED	3	
BACKFLOWS TESTED	14	
VALVES EXERCISED	0	
VALVES REPAIRED/REPLACED	1	
HYDRANTS REPAIRED	0	
HYDRANT METER INSTALLED/PULLED	3	
WATER SAMPLES TAKEN	65	
REPORTS SUBMITTED	9	
AFTER HOUR CALLS	59	

**EVENTS:** STATGE 1 ANNUAL SAMPLING

**LEAKS:** I-75 N& SUPER 8 MAIN LINE BREAK  
 KENTUCKY AVE LEAK, WCR LEAK

**REPAIRS:** FLUSHING DUE TO I-75 LINE BREAK

CITY OF WILDWOOD  
 WATER DEPARTMENT  
 MONTHLY ACTIVITY REPORT

MONTH/YEAR	Jul-10	
WELL FLOWS	66,116,000	
PLANT FLOWS(DEP)	66,631,000	
WATER BILLED	62,112,000	
ACCOUNTED FOR WATER	110,000	
UNACCOUNTED FOR WATER	66,713,100	
PERCENTAGE UNACCOUNTED FOR	5.89%	
METERS READ	3832	
RE-READS	52	
MISS READ	26	0.68%
NO READS	0	
MISC. WORK ORDERS PROCESSED	157	
WATER QUALITY COMPLAINTS	13	
STOP-LOCK-GO	67	
NEW METER INSTALLS	8	
METERS REPAIRED/REPLACED	14	
METERS TESTED	3	
METERS REPROGRAMMED	0	
METER/LINE LEAKS REPAIRED	6	
BACKFLOWS INSTALLED/REPAIRED	2	
BACKFLOWS TESTED	45	
VALVES EXERCISED	0	
VALVES REPAIRED/REPLACED	1	
HYDRANTS REPAIRED	0	
HYDRANT METER INSTALLED/PULLED	4	
WATER SAMPLES TAKEN	31	
REPORTS SUBMITTED	9	
AFTER HOUR CALLS	22	

**EVENTS:** HUEY ST PLANT PAINTING

**LEAKS:** 1305 HUEY ST LINE BREAK,

**REPAIRS:** NO SIGNIFICANT REPAIRS



## PARKS & RECREATION DEPARTMENT

### QUARTERLY REPORT

#### 3<sup>rd</sup> Quarter

##### ❖ Parks & Recreation Board

- Parks & Recreation Board is meeting the 1<sup>st</sup> Tuesday of each month. The board is strong and we have had a good turn out each meeting

##### ❖ Updates

- Adult Flag Football Summer season was a success. No teams forfeited out and we had a very competitive season with a team by the name of the Warriors winning the Championship.
- Soccer season is underway and is running great. Complaints were coming in about vehicles driving too close to the fields so we put up a small fence on the north side of the entrance to the playground to completely block driving on the walking trail and another small fence with a cable latch across the fence on the south side of the entrance to keep vehicles out but still be able to have access to the fields for emergency vehicles.
- Soccer field's irrigation has been repaired and the grass is the greenest it's been since I've been here.
- Youth Basketball dates have been approved by the school board is scheduled to start in February with Registration starting in January. The school board waived all fees expect the Janitor fee.
- 18 Oak Trees and 50 Magnolia Trees have been planted at Millennium Park along the new fence that runs along Powell Road.
- A TDC Grant was approved for \$13,000 for the New Winter Wonderland Event on December 3-5 at the Wildwood Community Center.
- Lights at the MLK Park Basketball Courts are being repaired during the 1<sup>st</sup> week of November
- My employees have trimmed all trees at MLK and Clark Parks. It really opens up the parks very well.

- We have repaired the irrigation system at MLK Park and we have also added 4 Oak Trees (with irrigation) at the park. Also we will be putting bases on the softball field. We are constantly monitoring the softball field for any debris.
- I am contacting a fencing company in the coming weeks about putting dugouts at the softball fields
- Annuals have been ordered.

❖ Special Events

- I have a meeting with The Lions Club in January regarding the 2<sup>nd</sup> Annual Easter Egg-stravaganza. Looking for them to sponsor the event again with a donation of \$5000.
- I am looking at starting a Reverse Raffle Event in the Summer of 2011.

❖ Athletics

- Youth Basketball will be starting in February.
- I am looking to start an Adult Basketball League in the Summer of 2011
- I am looking to start a Co-ed Adult Kickball and Youth Kickball leagues during the Fall of 2011 .

❖ Programs

- Here is a list of programs that are offered by the City of Wildwood:
  - Zumba (Tuesday nights, will be going twice a week after new year)
  - Glass Engraving
  - Bob Ross Painting (at both Wildwood and Oxford Centers)
  - Watercolor Painting

# Sumter County Tourism Plan Overview

## Executive Team:

Rick Dodge  
President  
rick@e5solutions.biz  
352.446.4679

Doug Smiley  
COO/VP Business Development  
doug@e5solutions.biz  
727.492.7477

Rich Hickman  
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Rev. John Joseph, Esq.  
General Counsel  
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Zachary Dodge  
Business Outreach Coordinator  
zachary@e5solutions.biz  
352.446.7217

## Analyze County visitors/tourism programs, assets, and resources

- Review financial information provided by County regarding tourist development tax including estimates of annual revenue and projected expenses
- Conduct brainstorming session with members of the Tourism Development Council (TDC) and County staff
- Conduct three focus groups which will increase awareness of tourism efforts including the engagement of Sumter County stakeholders (restaurants, TDC, community leaders, lodging operators, and representatives of local attractions)
- Perform outreach written survey of all tourist affiliated businesses identified by County and the TDC
- Conduct individual interviews with members of the TDC

## Analyze competing and complementary regional visitor attractions

- Presentation of current economic/visitor climate
- Analysis of current travel/tourism trends in Florida
- Collection and analysis of competitive marketplace
- Collection and analysis of Sumter County tourist attractions/accommodations

## Marketing Strategies

- Analysis of strategic market positioning of Sumter County to maximize tourism growth
- Preliminary identification of mediums (print, radio, television, billboards, internet) and program methods (piggybacking, friends and/or family referrals and special events) to attract identified visitor groups
- Develop a profile of the Sumter County visitor including demographics

## Identify and evaluate potential new visitor program

- Synthesize the work activities of items 1 – 3 above into a written presentation of strategic alternatives to the TDC with a minimum of three new tourism outreach programs meeting the tourist development tax budget requirements
- Develop a written tourism visitor survey instrument

## Report and Recommendations

- Provide a final written report and recommendations following the distillation of the items 1-4 above
- Provide an executive summary as part of the final written report and recommendations
- The final Tourism Plan shall present a strategy to increase tourism visits and bed nights sold in Sumter County including recommendations for the first year proposed budget to begin the implementation of the Tourism Plan.

## *Important Message for all Sumter County Visitor Services*

### **ACCOMMODATIONS, HOSPITALITY, RESTAURANT, ENTERTAINMENT**

e5olutions and the Sumter Tourist Development Council seek your advice, suggestions and opinions in the preparation of a new and vibrant tourism production and promotion plan for Sumter County.

### **A NEW DIRECTION - A NEW PLAN OF ACTION**

e5olutions was selected by the Sumter County Commission to analyze the county's current tourism industry and promotional program and recommend a new visitor marketing plan for their consideration. This responsibility will only be met upon knowing your thinking, your concerns, your ideas and better understanding of your role in the visitor serving field.

### **IMPORTANT TOURIST INDUSTRY INPUT MEETING SET**

e5olutions, in conjunction with the Sumter Tourist Development Council, has set a tourist industry information gathering session for 6:00 pm, Monday, November 8, 2010, at the SECO headquarters building on SR 301 in Sumterville. This open, countywide meeting is planned to receive your ideas, concerns and issues relating to visitor promotions, programs and services in Sumter County. We encourage you to come out and share with us your best creativity along with your most serious issues regarding Sumter's current and future tourism development and marketing programs.

**PLEASE HELP US GET THE WORD OUT....**

**SHARE THIS PLAN AND MEETING WITH YOUR COLLEAGUES!**

Thank You,



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

#### **a. MINUTES**

1. Minutes of Regular Meeting held on October 25<sup>th</sup>,2010 (Attachments – Staff recommends approval)

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

1. None

#### **c. RESOLUTIONS FOR APPROVAL:**

1. Resolution No. 35, a resolution appointing the City Clerk as Acting City Manager during the period of November 19<sup>th</sup> through November 27<sup>th</sup>, 2010 while the City Manager is out of the country (Attachment-Staff Recommends Approval)

#### **d. APPOINTMENTS**

1. None

#### **e. CONTRACTS AND AGREEMENTS**

1. Review/approval requested for Fire Alarm Monthly Monitoring contract for a 36-month period (Attachment – Staff Recommends Approval)

#### **f. FINANCIAL**

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

#### **g. GENERAL ITEMS FOR CONSIDERATION**

1. Review/discussion of letter from Atty. Randall Thornton representing the Oxford Pine Level Cemetery Association and their desire to have the Oxford Community Center deeded to back them (Attachments – Staff Does Not Recommend Approval)
2. Discussion/approval of the reimbursement of refuse impact fees for Peppertree Apartments due to compactor situation (Attachment – Staff Recommends Approval)
3. Review/approval requested to transfer 21 ERU's from CFUS (Central FL Urology Specialists) back to Maricamp, LLC and approval for a refund of overpayment of ERU's by CFUS (Attachment – Staff Recommends Approval)
4. Review/approval requested for the setting of a filing fee for Community Development Districts of \$15,000 (Attachment – Staff Recommends Approval)
5. Review/discussion of letter from FDOT regarding speed limit on SR44 in the vicinity of the intersections of Buena Vista and Powell Roads (Attachment)
6. Review/approval of parade and parade route for the Winter Wonderland Festival (Attachments – Staff Recommends Approval)
7. Review/discussion on preliminary findings regarding the Coleman WTP line

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
OCTOBER 25, 2010 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session October 25, 2010 at 7:00 p.m.

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

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  
7:00 p.m.

DSD Peavy was sworn in.

a. PUBLIC HEARING – 2nd FINAL READING Ordinance No. O2010-21, an ordinance proposing a small scale land use amendment for Lenard Powell Properties, LLC (Attachments – Staff Recommends Approval)

O2010-21 was read by title only and Public Hearing opened. No comments were received.

Motion by Commissioner Allen, second by Commissioner Bivins that Ordinance No. O2010-21: AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; PROPOSING A SMALL SCALE LAND USE AMENDMENT TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE GROWTH MANAGEMENT ACT OF 1985, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE: be adopted on second final reading. Motion carried by unanimous vote.

b. PUBLIC HEARING – 2nd FINAL READING Ordinance No. O2010-22, an ordinance proposing a small scale land use amendment for The Villages of Lake-Sumter, Inc. (Attachments – Staff Recommends Approval)

O2010-22 was read by title only and Public Hearing opened. No comments were received.

Motion by Commissioner Bivins, second by Commissioner Clark that Ordinance No. O2010-22: An Ordinance Of The City Of Wildwood Florida; Proposing A Small Scale Land Use Amendment To The Adopted Local Comprehensive Plan And Future Land Use Map In Accordance With The Growth Management Act Of 1985, As Amended; Providing For Codification; Providing For Conflict; And Providing For An Effective Date: be adopted on second final reading. Motion carried by unanimous vote.

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October 25, 2010

c. PUBLIC HEARING – 2nd FINAL READING Ordinance No. O2010-24, an ordinance proposing a small scale land use amendment for Kelly and Stephanie Lenhart. (Attachments – Staff Recommends Approval)

O2010-24 read by title only and Public Hearing opened. No comments were received.

Motion by Commissioner Allen, second by Commissioner Strickland that Ordinance No. O2010-24: An Ordinance Of The City Of Wildwood Florida; Proposing A Small Scale Land Use Amendment To The Adopted Local Comprehensive Plan And Future Land Use Map In Accordance With The Growth Management Act Of 1985, As Amended; Providing For Codification; Providing For Conflict; And Providing For An Effective Date: be adopted on second final reading. Motion carried by unanimous vote.

d. PUBLIC HEARING CDBG Project – First (1<sup>st</sup>) Public Hearing to obtain views from the public regarding community development needs (hand outs available to the public) (Attachments)

Mayor Wolf opened Public Hearing.

Andy Easton of Andy Easton Associates reviewed the CDBG program, application process and deadline for applying. Several Public Hearings must be held and this meeting is one of those to receive input from the community as to the community and economic needs of the City are.

Mayor Wolf noted for the public the pressing storm water issues in the City. It is the City's intent to use CDBG funds to fund some storm water projects in the targeted areas, unless someone can make a strong counter argument.

CM Smith – the storm water drainage study in the CRA area identified various projects and ranked those. Numbers 1 and 2 are Pitt & Stone and Osceola Avenue projects. The projects are being designed at this time because to obtain CDBG funds the projects must be designed. The application is due on November 17. Another project within the CDBG application is the CR 232 milling and resurfacing. These are projects that have been identified by the public or the Commission as being in dire need.

Andy Easton – the four categories of CDBG are housing, rehabilitation, neighborhood revitalization, commercial revitalization. The City would want to apply for the grant that the City would most likely be awarded. That would be neighborhood revitalization category at this time.

Robert Hannah, resident – what will this grant be for. CM Smith responded it is for the Pitt & Stone Street storm water project, Osceola Avenue storm water project and CR 232 (Ice Plant Road) milling and resurfacing. This is infrastructure that needs to be corrected in order for those areas to develop.

No further comments were received. Mayor Wolf closed the Public Hearing

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e. TIMED ITEM CDBG Project – Fair Housing meeting (Elected Officials and the Public) to provide information about fair housing regulations and practices (Attachments)

Mayor Wolf opened meeting for Public Hearing for Fair Housing Workshop.

Andy Easton provided handouts including Workshop agenda to all and explained the Fair Housing act and discrimination, noted the contact information on the handout if a person has issues regarding fair housing.

No comments were received.

Mayor Wolf closed Fair Housing Workshop.

Andy Easton noted there will be a meeting of the Citizen Advisory Task Force, a meeting of Fair Housing for realtors and one additional Public Hearing.

## 2. REPORTS AND PUBLIC INPUT

a. City Manager

- 1) Utility Projects Update from Kimley-Horn & Associates (Attachments)
- 2) Litigation Update – City Attorney has drafted a letter to Indian River and Kruger, both involved in the construction and installation of the oxidation ditch #4 motor that failed. Champagne Farms – currently working with the insurance company and Champagne Farms to be sure all proper documentation is provided. Barnes Ferland and Associates and Diversified Drilling are joined in the law suit.
- 3) Fiber Optics Update – benefits to having to all departments is higher band width with more speed, more memory, and communication between the departments. Also provide offsite server hosting. Waiting for quote from The Villages to compare to BrightHouse.
- 4) Online Bill Pay Update – One additional programming company to talk to, PayPal. Then will be brought back November 8.
- 5) HVAC System Repair Update – Working with Kimley-Horn to draft the RFQ.
- 6) Osceola Ave Purchase Update – soil testing has begun. Surveys have begun. If testing comes back favorable, will move forward to purchase property.
- 7) H.R. Hire Update – Letter of offer sent to Deanna Cox and will begin November 1.
- 8) FYI – Congratulation to Jason Hargrove, City's Parks & Recreation Coordinator, who graduated from the Sumter County Leadership Program on October 21, 2010, in which he has participated for the last year – any employee interested in this program please contact the City Manager (Attachment)
- 9) Election is November 2 and regarding amendment 4 on the ballot, talk with family and friends and ask them to vote No.

b. City Attorney - None

c. City Clerk - None

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- d. Commission Members  
Allen – requested status on Wildwood Country Resort. WD Allen - been in contact with Country Resort and working with Kimley-Horn regarding line replacement. CM Smith noted water problems with a broken line on 301 and flooding at the 501 Water Plant.
- e. Public Forum (10 minute time limit)  
Steve Stone – Wildwood Country Resort – the leaks on Heritage are fixed and everyone is happy it was done so fast.
- f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

- 1) Minutes of Regular Meeting held on October 11, 2010 (Attachments Staff recommends approval)

Motion by Commissioner Strickland, second by Commissioner Allen to approve the minutes of October 11, 2010 as typed. Motion carried by unanimous vote.

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

- 1) Ordinance No. O2010-25, an ordinance designating the segment of CR142 from Wildwood Avenue to Powell Road as Broken Oak Drive and designating the segment from CR144 from Huey St. to Powell Road as Huey Street (Attachment – Staff Recommends Approval)

Ordinance No. O2010-25 was introduced and read by title only by Mayor Wolf. No action needed.

c. RESOLUTIONS FOR APPROVAL:

None

d. APPOINTMENTS

- 1) Appointment requested of Wildwood's Winter Wonderland committee (Attachments – Staff Recommends Approval)

CM Smith – similar to Wildwood Winter Fest, which was an idea created by Brian Gibson several years back. This past year was a lack luster year for the Winter Fest. That committee has dissolved and a new group has volunteered to pick up where Winter Fest left off. The group wants to be known by a different name so that they are not associated with the original Wildwood Winter Fest. In order to apply for the TDC funds the committee must be a subsidiary of the City. It would be a 50/50 match. The City would have to come up with \$13,000 to match TDC \$13,000. The committee plans to come up with the 50% match through sponsorships and 50/50 raffles. There will be entertainment, carnival rides – a Winter Fest but on a larger scale. The application had to be submitted by October 8. Request approval from the Commission authorization to present to

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the TDC for the \$13,000 grant. If the grant is not approved by TDC then recommendation would be not to proceed with Winter Fest this year and focus on next year.

Recommend that the Commission make everything- appointing the committee as an arm of the City, facility use agreement - contingent upon receipt of the funds.

e. **CONTRACTS AND AGREEMENTS**

1) Review/approval requested for the TDC (Tourist Development Council) grant application for the purpose of funding the Wildwood Winter Wonderland festival (which is currently pending commission approval) (Attachments – Staff Recommends Approval)

2) Facility Use Agreement request from Wildwood Winter Wonderland Committee for use of the Wildwood Community Center (Attachments – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Bivins to appoint committee with language that they apply and present to the TDC for grant funding for the Wildwood Winter Wonderland and approve Facility Use Agreement all contingent upon receipt of funding from TDC. Motion carried by unanimous vote.

3) Contract for Sale & Purchase from FDEP for the 0.12 parcel of land on High Street (approval for Mayor to execute) (Attachments – Staff Recommends Approval)

Motion by Commissioner Allen, second by Commissioner Bivins to authorize execution of Contract for Purchase of property from FDEP. Motion carried by unanimous vote.

f. **FINANCIAL**

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

Motion by Commissioner Allen, second by Commissioner Strickland to approve payment of bills. Motion carried by unanimous vote.

g. **GENERAL ITEMS FOR CONSIDERATION**

1) Discussion/approval of rate structure for use of the Martin Luther King, Jr., Outreach Center (Attachments – Staff Recommends Approval)

Motion by Commissioner Allen, second by Commissioner Bivins to approve the fees for use of the Martin Luther King, Jr., Outreach Center. Motion carried by unanimous vote.

2) Discussion/decision on how to proceed with upcoming city election – CA recommendation (Attachments – Staff Recommends Approval)

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CA Blair provided opinion regarding letter from Supervisor of Election Karen Kraus. Opinion is that the safest option is to proceed with referendum questions as currently worded. Says that Karen Krause and State Elections officials agree. Going forward with election would have no impact after the fact if someone filed a lawsuit, but may have to hold another election. Lawsuit would have to be filed before the election.

By Common Consent the Commission approved to proceed forward with election as referendum questions are currently worded.

3) Discussion/approval requested to receive quotes for modifications to the CR214 Re-pump Station (Attachments – Staff Recommends Approval)

Lewis Bryant of Kimley-Horn – working with City Staff. Feel this is the most cost effective way to solve the problem as the problem is now understood. CM Smith – ask for do not exceed amount of \$35,040 to proceed to get fixed and authorization from Commission for City Manager to accept the low quote on each of the items if they meet the specifications as set by Kimley-Horn. CM Smith – will be paid for out of Connection fees.

Motion by Commissioner Allen, second by Commissioner Clark to authorize Kimley-Horn to proceed to make modifications to the CR214 Repump station and authorize the City Manager to accept the low quote on each item. Motion carried by unanimous vote.

4) Discussion/authorization for City Manager to negotiate emergency utility interconnection with The Villages utilities to the North (NO Attachment)

CM Smith – this would allow for water flow in the event of an emergency. Will negotiate interconnectivity with Coleman after the next election.

Motion by Commissioner Clark, second by Commissioner Strickland to authorize the City Manager to negotiate emergency utility interconnection with The Villages utilities. Motion carried by unanimous vote.

4. ADJOURN:

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: \_\_\_\_\_  
Marena D. Roberts, Assistant City Clerk

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

RESOLUTION NO. R2010-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, DESIGNATING THE CITY CLERK AS THE ACTING CITY MANAGER FOR THE PERIOD OF TIME FROM NOVEMBER 19, 2010 THROUGH NOVEMBER 27, 2010; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 4-11, of the Charter of the City of Wildwood, Florida, requires the designation by resolution of a properly qualified person to act as acting City Manager in the absence of the City Manager; and,

WHEREAS, the City Manager will be on vacation out of State for the period of November 19, 2010 through November 27, 2010; and,

WHEREAS, the City Manager has chosen the City Clerk, Joseph Jacobs, to act as City Manager during the period of time that he is on vacation.

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

1. For the period of time of November 19, 2010 through November 27, 2010, the City of Wildwood, City Clerk, Joseph Jacobs shall act as Acting City Manager in the absence of the City Manager.
2. During this time, Joseph Jacobs shall have the same powers and duties as the City Manager and shall be known while serving as "Acting City Manager."
3. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

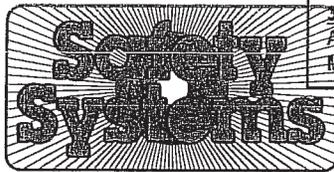
DONE AND RESOLVED, this 8<sup>TH</sup> day of November, 2010, in regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

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

By: \_\_\_\_\_  
Ed Wolf, Mayor



**NEW BUSINESS-ACTION REQUIRED** e. 1 Contracts and Agreements - Review/approval requested for Fire Alarm Monthly Monitoring contract for a 36-month period

1-727-544-8564 (24-hr.)  
5390 Park Blvd.  
Pinellas Park, FL 33781  
P.O. Box 40696  
St. Petersburg, FL 33743-0696

A Division of Dart Electronics, Inc. ®  
LICENSE # EF0000114  
1 (800) 282-9706  
Fax (727) 545-1476

1-352-854-5665 (24-hr.)  
13600 S.W. St. Road 200  
Dunnellon, FL 34432  
P.O. Box 76039  
Ocala, FL 34481-0039

Dear Customer,

Please find the enclosed *Monitoring Agency Agreement* for the monitoring services provided at your facility by Dart Electronics, Inc. Upon your review and acceptance, please sign and retain the yellow copy for your reference and return the white copy in the envelope provided for your convenience.

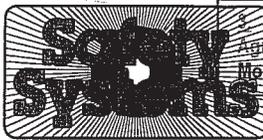
The signed agreement must reach us by 12/9/10. A \$5.00 additional charge per month will be billed to all accounts without a signed Monitoring Agreement. This charge is in addition to the amount of the enclosed agreement; this surcharge is a result of ~~manual billing required for customers without a signed monitoring agreement.~~

If you have any questions regarding this matter, please do not hesitate to call our office. Thank you for allowing us to continue providing you with this important service.

Sincerely,

Daniel P. McGeehan  
Vice President

Enclosure



**NEW BUSINESS—ACTION REQUIRED** e.1 Contracts and Agreements - Review/approval requested for Fire Alarm Monthly Monitoring contract for a 36-month period

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 13600 S.W. St. Road 200  
 Dunnellon, FL 34432  
 P.O. Box 76039  
 Ocala, FL 34481-0039

PLEASE REMIT TO: P.O. BOX 40696, ST. PETERSBURG, FL 33743-0696

## MONITORING AGENCY AGREEMENT

THIS AGREEMENT entered into this 20TH day of OCTOBER 2010  
 between WILDWOOD CITY HALL  
100 N. MAIN ST., WILDWOOD, FL. 34785, hereinafter

referred to as "Customer", and DART ELECTRONIC, INC., a Florida corporation d/b/a Safety Systems Service, hereinafter referred to as "Monitor".

WHEREAS, customer agrees to maintain and properly service all electro-protective devices, communicators and any other necessary equipment to the intended safety of the premises; and,

WHEREAS, Monitor shall require Customer to provide necessary telephone equipment and local telephone exchange services; and; voice over internet protocol is excluded,

WHEREAS, Monitor shall provide continuous 24-hour monitoring service of Customers alarm and protective device signals; and,

WHEREAS, upon receipt of such alarm signal from Customer or Customer's place of business, Monitor shall use reasonable efforts to promptly notify persons or agencies designated by Customer on Exhibit A, attached hereto and by reference made a part hereof, to receive such notification, Customer shall make such designation not less than ten (10) calendar days immediately preceding such alarm signal.

THEREFORE, Customer and Monitor mutually covenant and agree as follows:

### TERM

This agreement shall be in effect from the date first above written or the commencement date if different than the first above written and shall continue for a period of 36 months. Following the initial term, either party may terminate this agreement upon written notification to the other party not less than forty-five (45) days in advance of such proposed termination. In no event shall the initial term of this Agreement be less than the initial term. Notwithstanding the above, however, Monitor shall not be required or obligated to provide Monitoring services with respect to any Customer during any period in which telephone service or communication link, channel or service, to Monitor or Customer is interrupted. In addition, Monitor shall not be required or obligated to provide such services with respect to any Customer where performance thereof is prevented or hindered due to weather conditions, acts of God, strikes, civil strife, riots, war or any other causes beyond Monitor's control. Monitor shall not be required or obligated to provide monitoring services during any period in which equipment located at Customer's premises are disabled or damaged, or in a state of disrepair, or if Customer fails to properly use such equipment or follow required procedures to such an extent as to make performance of monitoring services impracticable or substantially ineffective. Monitor shall have no responsibility for the condition and/or functioning of the electro-protective system at the Customer's premises, and that the electro-protective equipment is not the obligation or responsibility of Monitor. Consistent herewith, during such times of suspended service for any reason, monitor service charges will be abated and reduced in accordance with the reduction of services being provided under the terms of this contract. After the initial term is completed, Payment of the next invoice shall constitute an agreement to continue the monitoring service for an additional 36 month period under the terms stated in this agreement.

Customer shall pay to monitor \$24.95 per month, to be billed in advance quarterly, for the following services: SERVICE PROVIDED 24 HOUR MONITORING OF THE EXISTING FIRE ALARM SYSTEM.

Monitor may change the service charge at any time on or after three (3) years from the date first written above, by giving not less than forty-five (45) days notice to Customer. Monitor shall be responsible for providing Customer with an invoice specifying the effective date of this Agreement and all amounts due hereunder on the first day of the every third month, Customer hereby agrees to pay Monitor for the total amount of each invoice within (20) days of the invoice date, subject to a late payment charge of four (4%) percent of the unpaid balance and interest at the highest rate allowed by law. Because telecommunications and subcontractor costs constitute a significant portion of the costs of Monitor's services provided hereunder, Customer agrees that Monitor may increase the monthly billing rates hereunder proportionately to adjust for increases in the Consumer Price Index, and Customer agrees that Monitor may also proportionately pass through to Customer increases in Monitor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Monitor's operations or services provided hereunder.

### WARRANTIES

Monitor does not represent or warrant that the Monitoring System will prevent any loss or burglary or fire, or that the system will provide the protection for which it is installed or intended. Customer acknowledges that Monitor is not an insurer; that the service charges are based solely on the value of Monitoring Services and are not related to the value of the Customer's property, or any other property located at Customer's premises; said charges are not sufficient to guarantee that no loss will occur; that Monitor is not assuming responsibility for any losses which may occur even if due to Monitor's gross negligent performance or failure to perform any obligation under this Agreement; and that if insurance is desired to protect Customer, including coverage for personal injury and property loss or damage on Customer's premises, it must be obtained by Customer. Customer does hereby for himself and any parties claiming under him, release and discharge Monitor from and against all hazards covered by Customer's insurance company or otherwise. Customer assumes all risks for loss or damage to Customer's premises or its contents.

MONITOR DOES NOT MAKE ANY REPRESENTATIONS NOR GRANT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS, OR THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED, to Customer concerning the equipment located at any premises or the acts or failure to act of any third person in connection with Monitor's Services including, without limitation, the emergency agency or other persons designated in Customer's Information or Notice Sheet.

Monitor assumes no liability for any claims, damages, or loss to property for any person not a party hereto which may proximately result from a failure on the part of Monitor to perform any of its obligations hereunder. That from the nature of the services to be rendered, it is impracticable and extremely difficult to fix the actual damages, if any, which may proximately result from a failure on the part of Monitor to perform any of its obligations hereunder; that in case of failure of Monitor to perform any of its obligations hereunder, and resulting loss to Customer, Monitor's liability hereunder shall be limited to and fixed at a sum equal to ten (10%) percent of the annual charge, but in no event amounting to more than the sum of \$200.00 as liquidated damage, and not as a penalty, and this liability shall be the exclusive remedy of Customer.

### DUTY TO INDEMNIFY

Customer shall defend, indemnify and hold Monitor harmless from any claim, threat of lawsuit or lawsuit by any other person, for any losses of any kind whatsoever, which may have resulted from or have been aggravated by Monitor acts or failures to act, whether under the theory of warranty, contract, negligence, or otherwise, and from any award or judgment rendered by any tribunal, agency, or court, together with any expenses related thereto, including attorney's fees.

Customer shall be responsible for any sales, use or other taxes, costs and/or fees imposed by any government authority in connection with Monitoring Services as defined in this Agreement.

### RESPONSIBILITY FOR FALSE ALARMS

Monitor shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at Customer's premises. Customer agrees to pay Monitor any charges for excess signals on a monthly basis. Currently, any signals beyond thirty one (31) signals per month for fire alarm systems and one (1) signal per month for security systems shall be charged to Customer.

In the event of a fine, penalty or fees shall be assessed against Monitor by any government or municipal agency as a result of any false alarm originating from Customer's premises, Customer agrees to forthwith reimburse Monitor for payment of the said false alarm fine, penalty, or fee.

### COMMUNICATION SYSTEM OWNERSHIP

Monitor shall retain the ownership of any and all communication equipment and systems installed by Monitor. Notwithstanding Monitor's ownership in the communication system, Customer shall be responsible for all repairs and maintenance of the system while installed in Customer's premises. Upon any termination of this Agreement, Customer shall provide Monitor with access to remove Monitors communication system. In the event Customer continues to utilize the communication system owned by the Monitor or fails to provide Monitor access to remove said system, Customer agrees to continue making payments for monitoring of said system until such time as Customer provides Monitor access to remove the same.

### DEFAULT

If Customer does not pay any payments due hereunder, or breaches any of the terms of this Agreement, Monitor may, in addition to any other legal remedies it may have and in its sole discretion, refuse to continue service to Customer and bring legal proceedings to collect the overdue amount, or continue service and charge Customer as expressed herein. Upon said default or attempt by Customer to terminate this Agreement prior to its termination date, Customer agrees to pay to Monitor an amount equal to the remaining value of this Agreement which Monitor would receive in performing its services through the conclusion of the term of this Agreement. In addition, Customer agrees to pay the costs and expense of collection, including a reasonable attorney's fee and other costs incurred by Monitor in enforcing the terms of this Agreement.

### ASSIGNABILITY OF CONTRACT

Monitor shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Customer. This Agreement shall not be assignable by the Customer except upon written consent of Monitor first being obtained.

### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. All monies due under this Agreement shall be payable at Monitor's main office in St. Petersburg, Pinellas County, Florida. In consideration for Monitor entering into this Agreement, Customer consents to the jurisdiction of any court, within Pinellas County, Florida, and agrees that all litigation regarding this Agreement shall be brought only in Pinellas County, Florida. Customer, by execution of this Agreement specifically waives his or her privilege of venue in suits brought under this Agreement. The terms and conditions stated are the final, complete and exclusive expression of the understanding and agreements of the parties.

Customer acknowledges that all provisions, terms and conditions of the Contract have been read and understood.

COMMENCEMENT DATE: 2/11

SIGN HERE: \_\_\_\_\_  
 Firm Name of Purchaser

BY: \_\_\_\_\_  
 Signature of Individual

DART ELECTRONICS INC.  
 DANIEL P. MCGEEHAN

Accepted: [Signature]  
 Representative  
 Official

\_\_\_\_\_  
 Partner or Title

\_\_\_\_\_  
 Address (Chief Place of Business)

10/25/10

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**November 8, 2010**

<b>3. NEW BUSINESS – ACTION REQUIRED</b> <b>f. (1) Bills for Approval</b>
--

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

1	Payroll	October 24, 2010 Pay Period - 5 Employees	\$ 2,146.92
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**CITY MANAGER-EXECUTIVE DEPARTMENT**

2	Payroll	October 24, 2010 Pay Period - 3 Employees	\$ 95,828.88
3	Bright House	Internet Service	\$ 23.34
4	Dept of Management Services	Telephone Service	\$ 5.19
5	Ernie Morris Enterprises, Inc	Office Supplies	\$ 111.73
6	Federal Express	Postage	\$ 26.14
7	IMS	Monthly Computer Maintenance Contract	\$ 183.92
8	Wildwood Ace Hardware	Wax Ring,Broadknife, Stem Key	\$ 14.77

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

9	Payroll	October 24, 2010 Pay Period - 4 Employees	\$ 10,396.32
10	Affirmed Medical Services	First Aid Kit Supplies	\$ 15.48
11	Bright House	Internet Service	\$ 31.03
12	Brown & Brown of Florida, Inc.	Insurance on Law Enforcement Officers	\$ 1,028.00
13	Dept of Management Services	Telephone Service	\$ 5.24
14	EGP	Monthly Copier Maintenance Contract	\$ 60.92
15	Ernie Morris Enterprises, Inc	Office Supplies	\$ 140.34
16	Federal Express	Postage	\$ 102.62
17	IMS	Monthly Computer Maintenance Contract	\$ 578.17
18	Municipal Code Corporation	Annual Code on Internet Fee	\$ 400.00
19	Oracle Elevator	Quarterly Maintenance Contract	\$ 194.50
20	Progress Energy	Electric Service	\$ 2,704.49
21	Resource One	Cleaning Supplies	\$ 47.88
22	Sumter County Times	Subscription	\$ 24.00
23	The Daily Commercial	Legal Notices	\$ 348.04
24	Wildwood Ace Hardware	WD-40, Shelf Supports, Support Shelf	\$ 13.96

**DEVELOPMENT SERVICES**

25	Payroll	October 24, 2010 Pay Period - 4 Employees	\$ 8,874.12
26	Bright House	Internet Service	\$ 31.12
27	Dept of Management Services	Telephone Service	\$ 5.19
28	EGP	Monthly Copier Maintenance Contract	\$ 26.45
29	Ernie Morris Enterprises, Inc	Office Supplies	\$ 144.43
30	IMS	Monthly Computer Maintenance Contract	\$ 339.55
31	The Daily Commercial	Legal Notices	\$ 1,291.95

**HUMAN RESOURCES**

32	Bright House	Internet Service	\$ 7.78
33	The Daily Commercial	Employment Notice	\$ 383.42
34	U.S HealthWorks	Basic PE W/8 Panel DS, LBA, COC - New Employee	\$ 60.00

**POLICE DEPARTMENT**

35	Payroll	October 24, 2010 Pay Period - 27 Employees	\$ 54,944.55
36	Affirmed Medical Services	First Aid Kit Supplies	\$ 53.00
37	Bank of America	EVT Certification, FL Sheriffs Assoc.	\$ 120.00
38	Dept of Management Services	Telephone Service	\$ 36.70
39	EGP	Monthly Copier Maintenance Contract	\$ 121.02
40	Electronics & Communications Co.	Radios and Mics	\$ 2,797.39

41	Ernie Morris Enterprises, Inc	Office Supplies	\$	267.22
42	Interstate Battery System	Batteries	\$	236.85
43	Pride Enterprises	Code Enforcement Door Hangers, Stop Violation	\$	137.99
44	Progress Energy	Electric Service	\$	303.53
45	Resource One	Cleaning Supplies	\$	86.30
46	The Daily Commercial	Employment Notice	\$	379.58
47	U.S HealthWorks	8 Panel Nondot DS, COC - Accident	\$	70.00
48	Wildwood Ace Hardware	Paintbrush, Roller Cover, Tray, Charger	\$	38.96
49	Wildwood Tire Company	Tires and Repairs	\$	460.35

**STREET DEPARTMENT, MECHANIC**

50	Payroll	October 24, 2010 Pay Period - 10 Employees	\$	19,211.57
51	AT&T	GPS Modem	\$	134.34
52	Bank of America	iS3 Stopzilla 1yr Subscription	\$	39.95
53	Big Truck Parts Inc	Mini Bar	\$	180.58
54	Bright House	Internet Service	\$	39.98
55	Dept of Management Services	Telephone Service	\$	2.59
56	Ernie Morris Enterprises, Inc	Office Supplies	\$	81.00
57	Interstate Battery System	Batteries	\$	270.80
58	Law Enforcement Supply	Repl Strb Tube	\$	59.99
59	MMD Computer Center, Inc	Removed Ext HDD, Installed HDD in Ext USB Encl	\$	190.00
60	Precise Pavement Markings, Inc.	New Crosswalk at High School	\$	300.00
61	Progress Energy	Electric Service	\$	240.14
62	Salescorp of Florida	Gatorade	\$	64.00
63	Unifirst	Uniforms	\$	486.17
64	Valley National Gases	Acetylene, CO2-5 Oxy-4, Argon, Oxygen	\$	110.68
65	Wildwood Ace Hardware	LockPin, Clip, Padlock, Tarp, Tape Rule, Etc	\$	178.28
66	Wildwood Mower & Saw, Inc.	Valve Asm. Fuel Kit, Chain Saw File, Engine Oil, Etc	\$	143.04
67	Wildwood Tire Company	Tires and Repairs	\$	1,041.60

**FLEET MAINTENANCE**

68	Payroll	October 24, 2010 Pay Period - 2 Employees	\$	7,890.67
69	Big Truck Parts Inc	Filters	\$	178.20
70	Bright House	Internet Service	\$	39.97
71	Hi-Line Inc	Conditioning Disk, Blade Fuse, Fuseholder, Etc.	\$	71.60
72	The Daily Commercial	Employment Notice	\$	349.12
73	Unifirst	Uniforms	\$	86.33
74	Wildwood Ace Hardware	Sprayer, Tiedowns, Velcro	\$	32.97
75	Wildwood Tire Company	Tires and Repairs	\$	14.95

**COMMUNITY RE-DEVELOPMENT**

76	Payroll	October 24, 2010 Pay Period - 1 Employee	\$	2,541.40
77	Bright House	Internet Service	\$	7.78
78	Dept of Management Services	Telephone Service	\$	5.19
79	FL Dept of Community Affairs	Wildwood Community Redevelopment Agency	\$	175.00

**PARKS AND RECREATION**

80	Payroll	October 24, 2010 Pay Period - 6 Employees	\$	7,830.50
81	Bank of America	Wal-Mart	\$	62.57
82	Bright House	Internet Service	\$	15.56
83	Central Pump & Supply Inc.	Tubing, Zone Controller, Rotor Gear, Valves, Etc.	\$	1,927.38
84	Culligan	Softener Rental - Lake Deaton	\$	32.95
85	Dept of Management Services	Telephone Service	\$	5.19
86	Ernie Morris Enterprises, Inc.	Office Supplies	\$	26.80
87	HD Supply WaterWorks	Ball Valves, Couplings, PVC	\$	160.61

88	Leesburg Rent-All	Ditch Witch Rental	\$	86.27
89	Progress Energy	Electric Service	\$	408.81
90	Resource One	Cleaning Supplies	\$	338.17
91	Salescorp of Florida	Gatorade	\$	64.00
92	T & D Waste Services, Inc	Port O Lets	\$	165.00
93	Unifirst	Uniforms	\$	62.05
94	Wildwood Ace Hardware	Bushings, PVC Pipe, Duct Tape, Stakes, Rope,Etc	\$	819.13
95	Wildwood Mower & Saw, Inc.	Carburetor, Bearing Asm, Blades, Etc.	\$	227.09

**COMMUNITY CENTER**

96	Resource One	Cleaning Supplies	\$	279.77
97	Bright House	Internet Service	\$	79.95
98	Ernie Morris Enterprises, Inc	Office Supplies	\$	31.92
99	Unifirst	Rugs	\$	103.30
100	Wildwood Ace Hardware	Ties, Wasp Hornet Spray, Bleach	\$	23.45

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

101	Payroll	October 24, 2010 Pay Period - 3 Employees	\$	5,257.04
102	Affirmed Medical Services	First Aid Kit Supplies	\$	15.47
103	Bright House	Internet Service	\$	23.34
104	Business Basics Etc., LLC	Water Bills, Work Orders, Late Notices	\$	1,787.00
105	Dept of Management Services	Telephone Service	\$	5.38
106	EGP	Monthly Copier Maintenance Contract	\$	60.91
107	Electronics & Communications Co.	Relocate Radio	\$	217.00
108	Ernie Morris Enterprises, Inc	Office Supplies	\$	68.84
109	IMS	Monthly Computer Maintenance Contract	\$	293.91
110	Oracle Elevator	Quarterly Maintenance Contract	\$	194.49
111	Progress Energy	Electric Service	\$	853.33
112	Resource One	Cleaning Supplies	\$	47.86
113	Wildwood Ace Hardware	Texture Knockdown, Spypaint, Hooks	\$	3.97

**WATER DEPARTMENT**

114	Payroll	October 24, 2010 Pay Period - 8 Employees	\$	15,709.71
115	Bank of America	Hyatt Regency, Lowes, Best Buy	\$	514.38
116	B & M Equipment	Auger Rental	\$	278.24
117	Bright House	Internet Service	\$	79.95
118	Dept of Management Services	Telephone Service	\$	4.48
119	Diversified Drilling Corporation	Champagne Farms	\$	42,976.10
120	Ernie Morris Enterprises, Inc	Office Supplies	\$	38.93
121	Ferguson Enterprises, Inc	CVR Cast Jaws, Handle Assm, Ball Curbs, Glue,Etc	\$	1,678.60
122	FL Water Resources Journal	Employment Notice	\$	378.00
123	HD Supply Waterworks	Epoxy w/SS Straps, Redi-CImp,Blades,Pipe, Clamps	\$	893.59
124	Power Flow Technologies	Recondition 3 Pumps	\$	2,846.42
125	Progress Energy	Electric Service	\$	12.56
126	Sparr Building and Farm Supply	Fencing Materials Champagne Farms	\$	4,311.07
127	Sumter Tire & Auto, Inc	Tires	\$	260.00
128	Sunshine State One Call of Florida	Locators for the Month of October 2010	\$	258.56
129	Sunstate Meter & Supply, Inc.	Meter, Flange, Meter Box, Ribbon, Curb Stop	\$	2,302.47
130	Terminix	Monthly Pest Control Contract	\$	25.00
131	The Daily Commercial	Employment Notice	\$	407.80
132	The Dumont Company, Inc.	Clear Flow	\$	1,506.25
133	Trekker	MA 10402-CD Service Man	\$	504.21
134	Unifirst	Uniforms	\$	296.32
135	US HealthWorks	Basic PE w/8 Panel DS, COC - New Employee	\$	175.00
136	Wildwood Ace Hardware	Poles, Flex-Tech, Galv Pipe, Coil Chain, Nails, Etc	\$	677.28

137	Wildwood Mower & Saw, Inc.	Blades, Ignition Module, Filter, Belts, Muffler, Etc.	\$	197.97
138	Wildwood Tire Company	Tires and Repairs	\$	94.90

**WASTEWATER DEPARTMENT**

139	Payroll	October 24, 2010 Pay Period - 14 Employees	\$	28,798.47
140	Almac Unlimited, Inc.	Gloves, Safety Glasses	\$	77.94
141	Bank of America	FL Society of Environ, CVS, Office Depot	\$	198.33
142	Big Truck Parts Inc	Blue Prem Strap, Protectors	\$	45.16
143	C & C Peat Co., Inc	Cake Removal	\$	3,040.00
144	Cogburn Bros., Inc	Bench Test 1200 Amp Breaker and Reinstall	\$	2,430.00
145	Dept of Management Services	Telephone Service	\$	5.86
146	Ernie Morris Enterprises, Inc	Office Supplies	\$	707.35
147	HD Supply Waterworks	Valve Key, PVC Swr Cap Hub	\$	334.28
148	Hi-Line Inc.	Drill Bits, Kwik On	\$	137.84
149	ITT Water & Wastewater U.S.A.	Phase Monitor	\$	414.00
150	Kruger	Service and Repairs to Ditch 1 and 4	\$	27,649.44
151	Loc Pump & Equipment of Florida	PM Kit for Deplox 3	\$	569.90
152	Metro Steel & Pipe Supply	Alum Angle	\$	163.75
153	Pro Chem	Cleaning Supplies	\$	422.26
154	Professional Maintenance Prod., Inc	Citra Solv Lift Station Degreaser	\$	1,409.00
155	Progress Energy	Electric Service	\$	17,102.39
156	Resource One	Cleaning Supplies	\$	155.91
157	R.W. Josephson Crane Service, Inc	Oxidation Ditches	\$	2,587.50
158	Sumter Tire & Auto, Inc.	Tire Repair	\$	14.02
159	Sunshine State One Call of Florida	Locators for the Month of October 2010	\$	258.55
160	Terminix	Yearly Termite Inspection	\$	271.00
161	Unifirst	Uniforms	\$	417.82
162	VWR	Standardizing Solution	\$	161.68
163	Wildwood Ace Hardware	PVC, Concrete Brush, Plywood, Drill Set, Etc.	\$	181.69
164	Wildwood Mower & Saw, Inc.	Blades - Inmate Crew	\$	23.38
165	Wildwood Tire Company	Tires and Repairs	\$	551.00
			\$	124.51

**ATTORNEYS/CONSULTANTS/SURVEYORS**

166	Jerri A Blair	Attorney Fees	\$	10,000.00
167	Kimley-Horn & Associates	Engineers	\$	8,480.19

**FUEL INVENTORY**

168	Stone Petroleum Products, Inc	Regular Unleaded Gasoline	\$	9,269.79
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<b>TOTAL</b>			\$	<b>433,827.03</b>
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CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

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

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



3. NEW BUSINESS-ACTION REQUIRED  
 g. (1) General Items for Consideration  
 Review/discussion of letter from Atty. Randall  
 Thornton representing the Oxford Pine Level  
 Cemetery Association and their desire to have  
 the Oxford Community Center deeded to back  
 them



## OXFORD COMMUNITY CENTER

### Renter Schedule

Every Monday	Music Band	5p to 10p
3 <sup>rd</sup> Monday of Month	Sewing Guild	9a-4p
Every Tuesday	Painting	10a-2p
Every Tuesday	Mary Kay Group	6p-10p
Every Wednesday	City of Wildwood Program	9a-3p
3 <sup>rd</sup> Wednesday of Month	Fly Fisherman	5p-10p
1 <sup>st</sup> Thursday of Month	Dancing	10a-4p
2 <sup>nd</sup> Thursday of Month	FFA	7p-9p
2 <sup>nd</sup> and 4 <sup>th</sup> Thurs. of Month	Master Gardener's	12p-3p
3 <sup>rd</sup> Thursday of Month	FL Writers Association	530p-830p
1 <sup>st</sup> and 3 <sup>rd</sup> Friday of Month	Home School	9a-1p
2 <sup>nd</sup> Friday of Month	Scrap Booking	6p-11p
2 <sup>nd</sup> and 4 <sup>th</sup> Friday of Month	Painting Instruction	1p-4p
3 <sup>rd</sup> Friday of Month	Country Music	5p-10p
1 <sup>st</sup> Saturday of Month	Blue Grass Music	5p-11p

\*Almost all Saturdays are rented for events such as small weddings, class reunions, family reunions, etc.\*

\*\*Building is also used for voting precincts. \*\*

**RANDALL N. THORNTON**  
ATTORNEY AT LAW  
POST OFFICE BOX 58  
LAKE PANASOFFKEE, FLORIDA 33538

2031 NORTH C-470  
RTHORNTON@EMBARQMAIL.COM

(352) 793-4040  
FAX (352) 793-3845

**3. NEW BUSINESS-ACTION REQUIRED**  
g. (1) General Items for Consideration  
Review/discussion of letter from Atty. Randall  
Thornton representing the Oxford Pine Level  
Cemetery Association and their desire to have  
the Oxford Community Center deeded to back  
them

October 26, 2010



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

Re: Pine Level Cemetery Association/Oxford Community Building

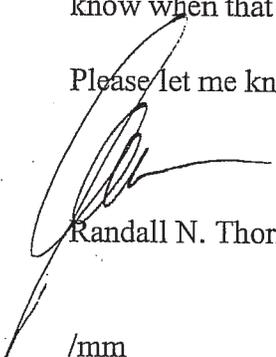
Dear Robert:

As you know, I talked to you recently about the desire of some Oxford residents to be able to take over, operate and manage the Oxford Community Building based on a sense of community pride. I believe some of these individuals met with you and Mayor Wolf about it. They have now had a formal meeting of the association and the association has approved asking the City of Wildwood to take this action.

I have drafted a deed and an agreement for this consideration by the city council and I enclose drafts of those documents.

I would ask that you schedule this for a regular scheduled meeting of the city council and let me know when that is so that we can attend and ask the city council to take this action.

Please let me know if you need anything else from me to move forward on this.



Randall N. Thornton

/mm  
Encls.

cc: Reggie Caruthers

**3. NEW BUSINESS--ACTION REQUIRED**  
g. (1) General Items for Consideration  
Review/discussion of letter from Atty. Randall Thornton representing the Oxford Pine Level Cemetery Association and their desire to have the Oxford Community Center deeded to back them

This Instrument Prepared by:  
Randall N. Thornton  
Attorney at Law  
P. O. Box 58  
Lake Panasoffkee, Fl 33538

CITY DEED

THIS DEED, made on \_\_\_\_\_, 2010, between THE CITY OF WILDWOOD, FLORIDA, a Florida municipal corporation, 100 N. Main St. Wildwood, Fl 34785 (Grantor) and PINE LEVEL CEMETERY ASSOCIATION, INC., 708 N. Main St. Wildwood, Fl 34785, (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, has granted, bargained and sold to Grantee and Grantee's heirs, executors, administrators and assigns forever the following described land situated in Sumter County, Florida, tax parcel # D17A001.

Lots 1, 2, 3, and 4, Block 10, BOGUES SUBDIVISION, Section 17, Township 19 South, Range 23 East,. Sumter County, Florida. And according to the map or plat thereof recorded in Plat Book 1, Page 32, Public Records of Sumter County, Florida.

SUBJECT TO AUTOMATIC REVERSION TO GRANTOR IN THE EVENT GRANTEE DOES NOT COMPLY WITH THE CONTRACT OF CONVEYANCE ATTACHED HERETO. GRANTEE SHALL NOT CONVEY OR ENCUMBER ALL OR ANY PORTION OF THE SUBJECT PROPERTY.

In Witness Whereof, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board the day and year first above written.

City of Wildwood, Florida

\_\_\_\_\_  
By: Ed Wolf, Mayor

Attest:

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

STATE OF FLORIDA  
COUNTY OF SUMTER

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me an officer duly qualified to take acknowledgments, personally appeared Ed Wolf as Mayor and Joseph Jacobs as City Clerk of the City of Wildwood, Florida, who are [ ] personally known to me; or [ ] produced \_\_\_\_\_ as identification, and who acknowledged that they executed the foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
Print Name:  
My Commission Expires:

**3. NEW BUSINESS-ACTION REQUIRED**

**g. (1) General Items for Consideration Review/discussion of letter from Atty. Randall Thornton representing the Oxford Pine Level Cemetery Association and their desire to have the Oxford Community Center deeded to back them**

3. The deed of conveyance shall contain a reverter clause that provides for automatic reversion to the City in the event the terms and provisions of this agreement are not fully complied with and which shall prohibit Association from encumbering or conveying all or any portion of the property.

4. Association shall indemnify and hold the City harmless from any and all liability from damage caused by injury to person or property that may arise as a result of the use and possession, of the property.

ATTEST:

City of Wildwood, Florida

\_\_\_\_\_

\_\_\_\_\_

By: City Clerk

By: Ed Wolf, Mayor

ATTEST:

Pine Level Cemetery  
Association, Inc.

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_, Sec.

By: \_\_\_\_\_, Pres.

**3. NEW BUSINESS-ACTION REQUIRED**

**g. (1) General Items for Consideration Review/discussion of letter from Atty. Randall Thornton representing the Oxford Pine Level Cemetery Association and their desire to have the Oxford Community Center deeded to back them**

AGREEMENT BETWEEN THE CITY OF WILDWOOD, FLORIDA (CITY) AND  
THE PINE LEVEL CEMETERY ASSOCIATION, INC. (ASSOCIATION)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between The City of Wildwood, Florida, (City) and the Pine Level Cemetery Association, Inc. (Association).

WHEREAS, City recently accepted a deed to the Oxford Community Building, copy attached, from Sumter County, inasmuch as the area where the building is located is now within the City, and.

WHEREAS, the Association is a long standing Florida non-profit corporation that exists to support the local cemetery and many other local events in the Oxford area of Sumter County, and

WHEREAS, the residents of the Oxford area have been concerned about losing the identity of Oxford due to growth of the Villages and the annexation of most of the Oxford area into the City, and

WHEREAS, the City recognizes the desire of these citizens to maintain an Oxford identity, and

WHEREAS, the land on which the community building is located was donated to the county originally by a long time Oxford family and the building and improvements located on the property were actually constructed by Oxford residents as volunteers, and

WHEREAS, the Association has asked the City to convey the Oxford Community Building property to it for future operation, maintenance, and control which it is fully capable of providing,

NOW, THEREFORE, the parties agree as follows:

1. The City agrees to convey the Oxford Community Building property ("Property" as described on deed attached deed) to the Association.

2. The Association shall provide and pay all expenses associated with the Property, including, but not limited to, utilities, maintenance, janitorial services, hazard insurance and public liability insurance in amounts approved by City, and shall operate and maintain the facility for the general public, scheduling events and use of the building. Association shall not discriminate on the basis of race, creed, color, religion, ages, sex, national origin or handicap.

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

**3. NEW BUSINESS-ACTION REQUIRED 9.4**  
**General Items for Consideration**  
Discussion/approval of the reimbursement of  
refuse impact fees for Peppertree Apartments  
due to compactor situation

**SUBJECT:** Pepper Tree Apartments Refuse Impact Fee Reimbursement

**REQUESTED ACTION:** Staff Recommends Approval

Work Session (Report Only)

**DATE OF MEETING:** 11/08/10

Regular Meeting

Special Meeting

**CONTRACT:**  N/A

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

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

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

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

**BUDGET IMPACT:** \$18,499.00

Annual

**FUNDING SOURCE:** \_\_\_\_\_

Refuse Impact Fees

Capital

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

N/A

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**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

On October 1, 2010, Waste Management purchased all of the refuse equipment from the City of Wildwood including the 35 yd Compactor that is used by Pepper Tree Apartments. The City purchased the Compactor with the refuse impact fees paid by Pepper Tree. Waste Management has now entered into a lease agreement with Pepper Tree to lease the compactor from them. Pepper Tree has argued, that since the fee was used to pay for the compactor they should not be charged twice. This is an anomaly of a situation and the City currently does not have any other compactors. The impact fees paid by residents and commercial entities pay for the dumpsters/cans they are to use and are not charged to the customer through a lease agreement for the use. The total amount paid by Pepper Tree at time of permit for refuse impact fees was \$84,990. Staff recommendation is to refund the cost of the compactor back to Pepper Tree (\$18,499.00).

The City is still currently waiting on an Attorney Generals Opinion on how to proceed with the remaining collected refuse impact fees.

Regards,

Robert Smith

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**3. NEW BUSINESS--ACTION REQUIRED**  
**g. 3 General Items for Consideration**  
Review/approval requested to transfer 21 ERU's from CFUS (Central FL Urology Specialists) back to Maricamp, LLC and approval for a refund of overpayment of ERU's by CFUS

**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** Central Florida Urology Specialists ERU Transfer and Refund

**REQUESTED ACTION:** Commission approval to transfer 21 ERU's from CFUS back to Maricamp, LLC and approval of a refund for overpayment of ERU's

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 11/8/2010

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:**

Tony Mendola, Maricamp, LLC entered into a Developer's Agreement for the development of the property on located on the northeast corner of CR 103 and Wedgewood Lane. Upon execution of the Developer's Agreement, Maricamp paid 100% of TIE fees and 50% of connection fees for 210 ERU's.

Subsequently, Maricamp, LLC transferred 48 of the 210 ERU's to CFUS for the development of the IMRT Center. The ERU's were transferred under a consent to partial assignment agreement. As the TIE fees and 50% of the connection fees had already been paid on the 48 ERU's, CFUS paid the remaining 50% of the connection fees on the 48 ERU's.

However, the IMRT Center project will only use 27 of the 48 ERU's that have been paid in full. The developer is requesting, via the attached letter, that the 21 unused ERU's be transferred back to Maricamp, LLC and that CFUS be refunded the difference in the amount of **\$11,340.00** (\$2,835.10 – water connection fees and \$8,505.10 –wastewater connection fees).

The original agreement to transfer the 48 ERUs from Maricamp, LLC to CFUS was executed prior to the review of the engineering plans for the IRMT Center by City Engineers. Therefore, the developer should be refunded and the additional ERUs re-assigned to Maricamp, LLC.

Thank you.

Melanie Peavy  
Development Services Director

**CONSENT TO PARTIAL ASSIGNMENT UNDER DEVELOPER'S AGREEMENT**

**THIS CONSENT**, is executed effective the date of execution hereof by the City of Wildwood, Florida, a Florida municipal corporation ("City").

**WHEREAS:**

- A. The City and Maricamp, LLC, a Florida limited liability company ("Maricamp") are parties to a "Developer's Agreement Between the City of Wildwood, Florida and Maricamp, LLC," as recorded in OR Book 1827, Page 690, public records of Sumter County, Florida, as amended by an "Addendum to Developer's Agreement Between the City of Wildwood, Florida, and Maricamp, LLC Approved February 13, 2006," as recorded in OR Book 1827, Page 715, public records of Sumpter County, Florida (which Developer's Agreement and Addendum are referred to herein as the "Developer's Agreement"), concerning the real property ("Property") described therein.
- B. Pursuant to the Developer's Agreement, no assignment or transfer of Maricamp's rights or obligations under the Developer's Agreement is effective except upon the City's consent.
- C. Maricamp subsequently entered into an agreement to sell to CFUS Development, LLC, a Florida limited liability company, or its assigns ("CFUS"), a portion of the Property (the "CFUS Parcel").
- D. Maricamp and CFUS then requested City to consent to the assignment of certain of Maricamp's rights and obligations under the Developer's Agreement to the extent they concern the CFUS Parcel and the City consented.
- E. Maricamp then assigned 48 ERCs to CFUS.
- F. CFUS is only using 27 ERCs and wishes to transfer the remaining 21 of the 48 ERCs transferred to it back to Maricamp.

**NOW THEREFORE**, in consideration of the matters set forth above (which are incorporated herein by reference), the City agrees as follows:

- 1. **Consent to Assignment.** The City hereby consents to the following:
  - a. CFUS's assignment to Maricamp of 21 Equivalent Residential Units ("ERCs") of water and sewer capacity, out of the total 48 ERCs transferred by Maricamp to CFUS. This leaves CFUS with 27 and Maricamp with 183 ERCs.

**3. NEW BUSINESS-ACTION REQUIRED**  
**g. 3 General Items for Consideration**  
Review/approval requested to transfer 21 ERU's  
from CFUS (Central FL Urology Specialists) back  
to Maricamp, LLC and approval for a refund of  
overpayment of ERU's by CFUS

2. **Limitation on Consent.**

- a. This Consent concerns the matters set forth above only. Except as expressly set forth herein, the City does not consent to any further assignment of Maricamp's or CFUS's rights or obligations under the Developer's Agreement.

Signed, sealed and delivered  
in the presence of:

CITY OF WILDWOOD

ATTEST:

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

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

Maricamp, LLC, a Florida limited liability  
company

By \_\_\_\_\_  
Anthony P. Mendola as Managing Member

CFUS Development, LLC, a Florida limited  
liability company

By: \_\_\_\_\_  
Harvey C. Taub as Manager

**3. NEW BUSINESS-ACTION REQUIRED**  
**g. 3 General Items for Consideration**  
Review/approval requested to transfer 21 ERU's  
from CFUS (Central FL Urology Specialists) back  
to Maricamp, LLC and approval for a refund of  
overpayment of ERU's by CFUS

**EXHIBIT A  
PROPERTY**

COMMENCING AT THE NW CORNER OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE PROCEED S00°20'23"W ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF SAID SECTION 8 A DISTANCE OF 4098.79 FEET; THENCE DEPARTING SAID WEST BOUNDARY OF THE EAST 1/2 OF SAID SECTION 8, PROCEED S89°39'37"E A DISTANCE OF 35.00 FEET TO THE EAST RIGHT OF WAY OF COUNTY ROAD 103, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED; THENCE DEPARTING SAID EAST RIGHT OF WAY PROCEED S89°59'38"E A DISTANCE OF 448.25 FEET; THENCE S00°32'02"W A DISTANCE OF 169.41 FEET; THENCE S89°26'58"E A DISTANCE OF 147.34 FEET; THENCE S00°30'22"W A DISTANCE OF 263.56 FEET; THENCE S89°29'38"E A DISTANCE OF 20.00 FEET; THENCE S00°30'22"W A DISTANCE OF 89.51 FEET; THENCE S89°57'44"E A DISTANCE OF 84.78 FEET; THENCE SOUTH 213.15 FEET; THENCE N89°27'01"W A DISTANCE OF 700.03 FEET TO THE EAST RIGHT OF WAY OF COUNTY ROAD 103; THENCE N00°20'23"E ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 730.60 FEET TO THE POINT OF BEGINNING. CONTAINING 9.99 ACRES, MORE OR LESS.

E:\JG\CFUS\Wildwood Purchase\Wildwood\Dev K\Consent to Assignment 10-13-08.doc

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Community Development District Filing Fee

Commission approval of setting the filing fee for Community Development Districts at \$15,000.

**REQUESTED ACTION:**

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 11/8/2010  
 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:

Development Services staff has had discussions with developers on the potential of establishing community development districts in the City. A Community Development District is a local, special purpose government authorized by Chapter 190 of the Florida Statutes and is a alternative method for managing and financing infrastructure required to support community development. Community development districts will likely be established within the Landstone, Wildwood Springs and Villages of Wildwood Developments of Regional Impact.

At this time, the Development Services Fee Schedule does not include any reference to community development districts as an application has not yet been formally filed. F.S. Chapter 190.005 (1)(b) requires that CDD's with size of 1,000 acres or more pay a filing fee of \$15,000.00 to the municipality if located within an incorporated area.

The statute does not state a specific filing fee amount for CDD's under 1,000 acres in size. However, staff would recommend the \$15,000 be set for the filing of any CDD petition, regardless of size.

In researching surrounding cities and counties, it was determined that most do not have any set CDD filing fee established. However, Marion County charges the \$15,000 filing fee for a CDD of any size.

Thank you.

Melanie Peavy  
Development Services Director



**3. NEW BUSINESS-ACTION REQUIRED**  
**g. 5 General Items for Consideration** Review/discussion of letter from FDOT regarding speed limit on SR44 in the vicinity of the intersections of Buena Vista and Powell Roads

## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

719 South Woodland Boulevard  
DeLand, FL 32720-6834

STEPHANIE C. KOPELOUSOS  
SECRETARY

October 20, 2010

E. W. Reeser, Chief of Police  
Wildwood Police Department  
100 East Huey Street  
Wildwood, Florida 34785

Re: Section 18070 – State Road 44  
Sumter County

Dear Chief Reeser:

We are in receipt of your letter of October 11 regarding the speed limit on State Road 44 in the vicinity of the intersections of Buena Vista and Powell Roads. We agree with your assessment of the rationale for speed limits, but note that unrealistically low limits would not promote uniform traffic flow and would increase the potential for crashes.

We will conduct a speed study for the section of State Road 44 encompassing these two intersections. We will advise you of the results of that study, which normally would take up to 60 days to schedule and conduct. We appreciate your interest in the safe operation of our highways.

Sincerely,

A handwritten signature in cursive script that reads "Richard B. Morrow".

Richard B. Morrow, P.E.  
District Traffic Operations Engineer  
District Five

RBM:sph:cac

cc: Mr. Mike Sanders (w/attachment)

**WILDWOOD WINTER WONDERLAND EVENT**

**POST OFFICE BOX 191**

**WEBSTER, FLORIDA 33597**

**November 4, 2010**

**City of Wildwood Commissioners**

**100 North Main Street**

**Wildwood, Florida 34785**

**Dear Commissioners,**

**We are asking permission to have parade per the attached map to be held on December 4, 2010**

**beginning at 10:00 am.**

**Thank you for your consideration.**

**Best regards,**



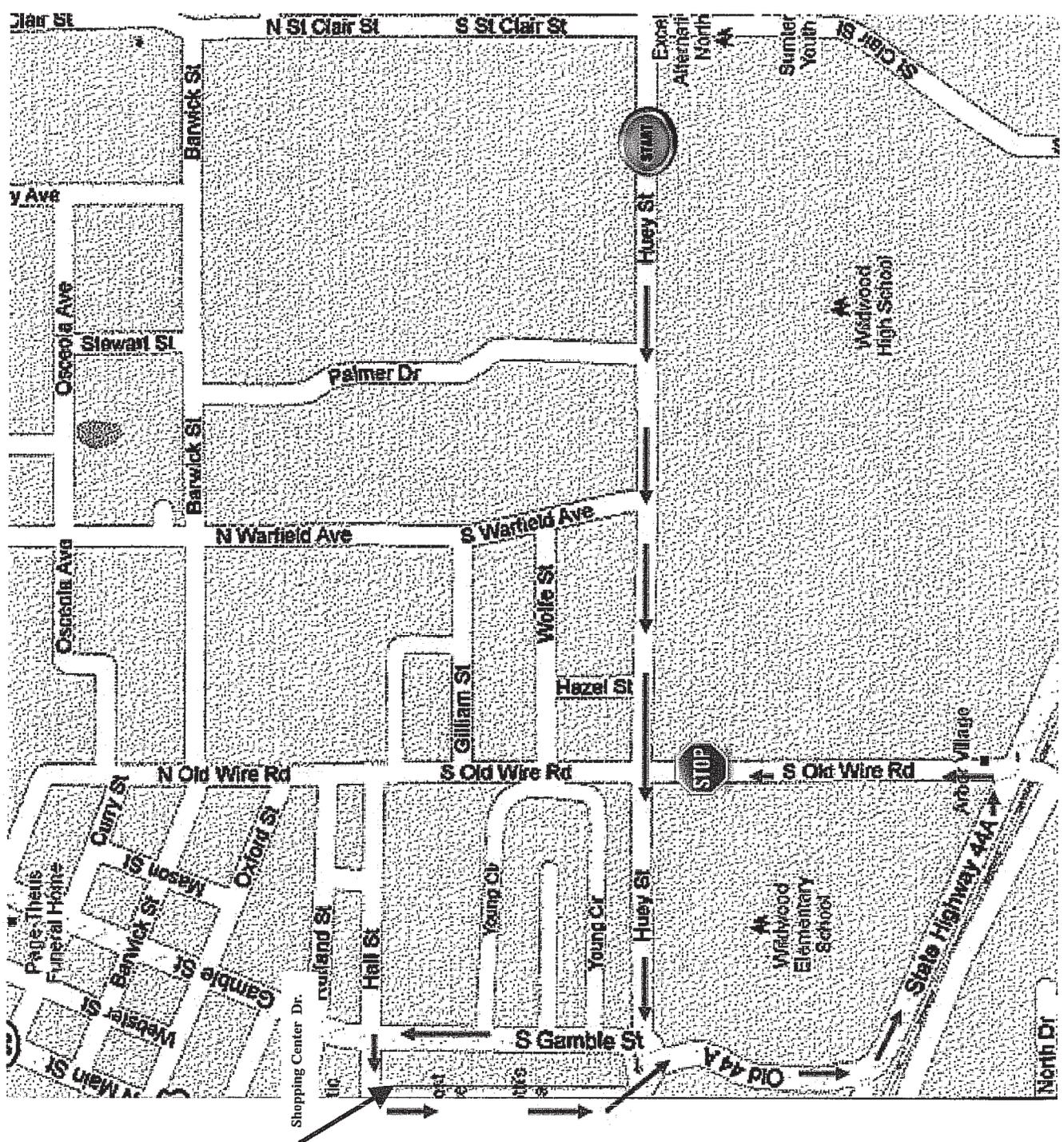
**Barbara Kane Team Leader**

**3. NEW BUSINESS-ACTION REQUIRED**  
**g. 6 General Items for Consideration**  
 Review/approval of parade and parade route for the Winter Wonderland Festival

**Line Up - 8:30 AM**  
**Start - 10:00am**

**Parade Begins at  
 Wildwood Middle High  
 School Bus Loop**

- West on Huey to Gamble
- North on Gamble to Hall
- West on Hall to Shopping Center Drive
- South on Shopping Center Drive to Old 44A
- East on Old 44A to Old Wire Road
- North on Old Wire Road.
- End in front of Elementary School in Field.





# WILDWOOD'S "WINTER WONDERLAND" EVENT.

December 3<sup>rd</sup> – 5<sup>th</sup>, 2010

Wildwood Community Center  
6500 Powell Road



Parade 10:00 AM

Starts at Wildwood Middle-High School  
To Shopping Center



"THIS EVENT"  
will include:



Entertainment – Rides – Soc Hop (Dance)

Food – Drinks – Beer

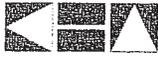


and of course

"SANTA CLAUS"



*This event has been funded in part by a Tourist Development Tax Grant  
from the Sumter County Board of County Commissioners in conjunction  
with the Sumter County Tourist Development Council*



Kimley-Horn  
and Associates, Inc.

**3. NEW BUSINESS-ACTION REQUIRED**  
**g. 7 General Items for Consideration**  
 Review/discussion on preliminary findings  
 regarding the Coleman WTP line separation  
 with recommendations

REC'D 10.29.10  
 DATE *AK*  
 EXECUTIVE DEPT.

**Memorandum**

ES  
 Suite 101  
 1321 SE 25<sup>th</sup> Loop  
 Ocala, Florida  
 34471

To: Mr. Ron Allen – City of Wildwood

From: M. Lewis Bryant, PE

Date: October 28, 2010

Re: **Coleman WTP Line Separation – Preliminary Findings;**  
**City of Wildwood, Florida**  
**KHA Project No. 142173049**

On October 25, 2010 the City of Wildwood (City) requested Kimley-Horn and Associates, Inc. (KHA) to provide an opinion on the water line separation and subsequent flooding at the City’s Coleman water treatment plant (WTP). Site observations and discussions with City Staff were conducted on October 26, 2010. The following is a brief summary of the site observations and an opinion as to the possible failure mechanisms.

**BACKGROUND**

According to conversations with Ron Allen (City of Wildwood Water Director), on October 24, 2010 the Coleman WTP experienced a pressure transient (aka “water hammer”) that resulted in a water line separation and subsequent flooding inside the high service pump (HSP) building. The line separation occurred at the pipe “plain end” connection to a Sigma flange adapter just upstream of HSP #3 shown in *Figure 1* below.

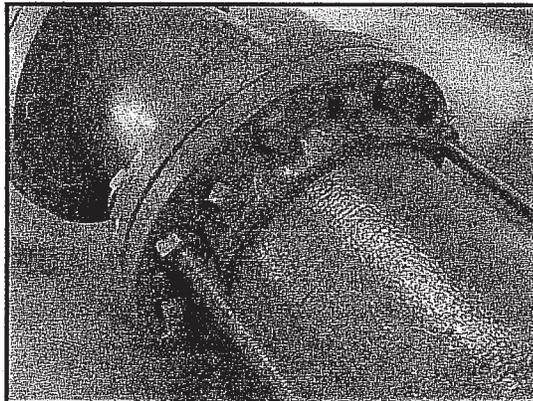


Figure 1

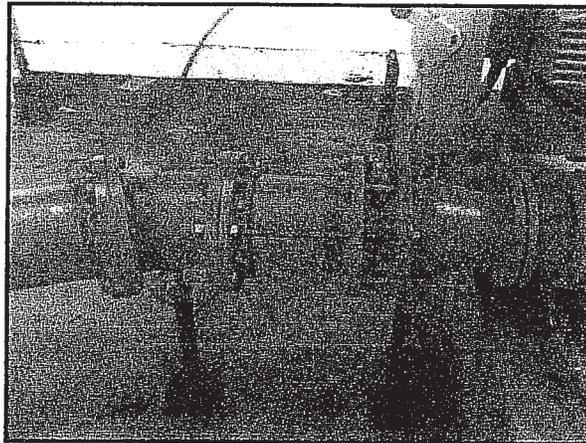


Prior to this event, the programmable logic controller (PLC) that controls HSP #1 and #2 was out of service due to a lightning strike. Both pumps were out of service while the City was going through the approval process to approve the necessary repairs to return the Coleman WTP to normal operation. As a temporary measure, HSP #3 was being used to assist in maintaining the necessary flows and pressure to the City's water distribution system.

### **OBSERVATIONS**

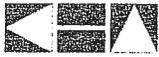
Site observations and discussions with City Staff were made by Lewis Bryant (KHA) and Matt Verrando (electrical engineer with Verrando Engineering, Inc.) on October 26, 2010. Ron Allen with the City of Wildwood was also present. The following items were noted during the site visit.

- ♦ The water line separation occurred at Sigma flange adapter immediately upstream of HSP #3.
- ♦ HSP #3 is controlled by a Merciod controller based on system pressure readings.
- ♦ The motor starter used to actuate HSP #3 has a "soft start" but does not have a "soft stop".
- ♦ Immediately upstream of HSP #3 is a rubber pipe expansion joint, a 6" to 8" reducer, a check valve, an 8" pipe spool piece with a welded flange and a plain end, and a flanged 11¼ degree bend. The threaded rod shown was installed after the event. See *Figure 2* below.



*Figure 2*

- ♦ The check valve between HSP #3 and the Sigma flange adapter is a "non-cushioned" check valve.
- ♦ The measured distance between the building floor and the high water mark on the building walls was approximately 21 ¼ inches.
- ♦ HSP's #1 and #2 are controlled by variable frequency drives (VFD's) that allow the pump speed to "ramp down" when stopping.



### **DISCUSSION**

Based on our preliminary findings, the apparent cause of this event was a pressure transient caused by the sudden stoppage of flow when HSP #3 de-energized. The resulting "surge" caused sudden closure of the check valve resulting in directional forces towards HSP #3. These forces overcame the restraining ability of the Sigma flange adapter allowing the spool piece to slip out as the rubber expansion joint compressed.

While the peak pressure was not measured during the transient, it is clear that this pressure was sufficient to dislodge the spool piece from the Sigma flange adapter. According to the flange adapter manufacturer, the pressure rating on a properly installed adapter is 200 psi.

This event was the result of a condition that occurred while the Coleman WTP was in a temporary configuration. According to discussions with City staff, the City is in the approval process to repair the damaged PLC and install a VFD on HSP #3.

According to City staff, the Coleman WTP is necessary to maintain pressures in the City's water distribution system. Even with the Coleman WTP in normal operation, the City's water distribution system struggles to maintain adequate pressures. This condition is exacerbated during fire flow demands. Because of this, HSP #3 was placed back into operation. It is presently on continuous run to reduce the potential for another pressure transient.

The current system configuration appears to be adequate at maintaining acceptable system pressures. However, it is unclear that the City's water distribution system can provide adequate water supply during an emergency condition in the current configuration. Therefore, we recommend that the City move as rapidly as possible to restore the Coleman WTP to normal operation as soon as possible.

### **RECOMMENDATIONS**

KHA is evaluating alternatives for temporary operation of the Coleman WTP until permanent repairs can be made. Our recommendations are forthcoming. In the mean time, the following are our recommendations.

- ◆ Proceed with the planned PLC and VFD repairs as quickly as possible.
- ◆ As a temporary measure, evaluate reconfiguring HSP #2 such that it can be controlled by the Mercoid controller using the HSP #2 VFD as a soft start/stop.
- ◆ Evaluate the extent of damage resulting from this incident.
- ◆ Repair/replace all damaged equipment and/or components.
- ◆ Repair/replace all equipment and/or components that are likely to fail due to exposure to water or high humidity.
- ◆ Replace the existing non-cushioned check valve with a cushioned check valve.
- ◆ Replace the HSP #3 spool piece with either a welded flange spool piece (both ends) or use a Series 2100 Megaflange restrained flange adapter

MLB/lh



Kimley-Horn  
and Associates, Inc.

**Memorandum**

Suite 101  
1321 SE 25<sup>th</sup> Loop  
Ocala, Florida  
34471

To: Mr. Ron Allen – City of Wildwood

From: M. Lewis Bryant, PE

Date: November 4, 2010

**Re: Coleman WTP Line Separation – Temporary Configuration Recommendations;  
City of Wildwood, Florida  
KHA Project No. 142173049**

On October 25, 2010 the City of Wildwood (City) requested Kimley-Horn and Associates, Inc. (KHA) to provide an opinion on the water line separation and subsequent flooding at the City's Coleman water treatment plant (WTP). Site observations and discussions with City Staff were conducted on October 26, 2010. A memorandum describing KHA's preliminary findings was submitted on October 28, 2010. That memorandum provided an opinion as to the probable cause of the event and recommendations based upon the initial analysis. Since that time, KHA has received additional data and conducted additional site visits. While data are still being gathered and analyzed, we are able to make the following temporary configuration recommendation. This configuration should provide adequate plant operation and control until a permanent solution is determined and approved by the City.

**BACKGROUND**

The Coleman WTP is a region water supply facility that serves the southeast regional service area for the City of Wildwood. The facility consist of two public supply wells, two ground storage tanks, three high service pumps and one jockey pump. Water treatment is provided by gas chlorination and cascade tray aeration. According to City staff, the Coleman WTP is necessary to maintain pressures in the City's water distribution system. Even with the Coleman WTP in normal operation, the City's water distribution system struggles to maintain adequate pressures. Without the Coleman WTP, the City's water distribution system will not maintain adequate flows and pressures during some fire flow events.

Multiple developments of regional impact (DRI's) are planned within the southeast regional service area. As these developments are constructed, additional service pressure will be placed on the Coleman WTP. Future plans call for the addition of a third public supply well, additional ground storage tanks and a new water treatment/pumping facility.

■

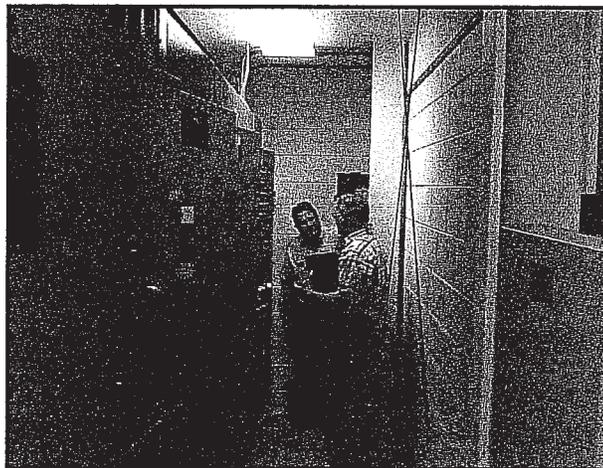


The Coleman WTP design incorporated a programmable logic controller (PLC) to operate the jockey pump and HSP #1 and #2. HSP #3 is a standby pump operated by the Mercoid controller as a separate control system. However, prior to October 25, 2010 line separation event, the PLC was out of service due to a lightning strike. The City was in the process of approving bids to repair the existing PLC and make some electrical wiring configuration changes. Additionally, a variable frequency drive controller was to be installed for HSP #3. At this time, HSP #3 is the only pump in operation at the Coleman WTP.

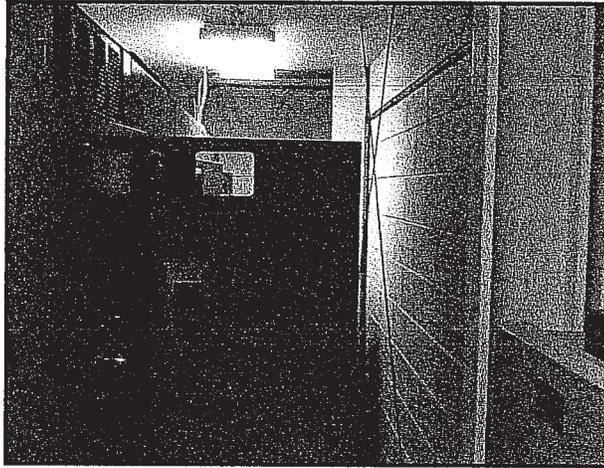
#### ***Additional Observations***

Additional site visits to the Coleman WTP and conversations with City Staff were conducted by Lewis Bryant (KHA) and Matt Verrando (electrical engineer with Verrando Engineering, Inc.) after our initial inspection. The following additional information was gathered during these visits and conversations:

- ◆ The City does not have as-built electrical plans for the existing system.
- ◆ Rodents have been an ongoing problem. There are concerns that some of the electrical wiring has been damaged by these rodents.
- ◆ A third well is planned to be constructed in the future. The existing power supply is too small to accommodate the additional demands of a new well.
- ◆ The existing Westinghouse equipment is of a proprietary design that does not have “off the shelf” component support and has no commonality with the 214 Pump Station components.
- ◆ Some of the electrical equipment that was not working immediately after the flooding has come back on-line – presumably as it dries out.
- ◆ The motor control center (MCC) room does not provide adequate clearance in front of the energized panels as required by code.



- ◆ An appropriate means of egress is not provided when the MCC panel doors are open. This is a safety issue if an electrical malfunction such as arcing or fire occurs while personnel are in the room with panel doors open.



- ♦ The proposed PLC repairs included partial replacement of the existing wiring, a new PLC, and a new hand/machine interface panel (HMI). The proposed work also included expanding the existing MCC room to accommodate an additional panel.
- ♦ Manipulation of some of the electrical switches causes unintended collateral actions. For example, de-energizing HSP #1 using the hand-off-auto (HOA) switch also causes other equipment to de-energize.

### **DISCUSSION**

The City's water distribution system relies heavily on the Coleman WTP to maintain flow and pressure. In the current configuration, it is not known if an adequate water supply will be available to all parts of the system during a fire flow scenario. It is our opinion that a "near normal" configuration can be created by installing a new PLC and HMI. This will provide control of the jockey pump, HSP #1, and HSP #2 such that the plant can automatically react to changes in the system demand and provide full design flow and pressure to the City's water distribution system.

Although the addition of a PLC and HMI will restore the plant controls to a "near normal" configuration, it is uncertain if any of the equipment that was directly or indirectly exposed water will continue to operate reliably. Our opinion is that electrical equipment that was directly exposed to water will have a shortened lifespan at best. Failure of these components can occur without warning. Such failures are also possible for components indirectly exposed (high humidity, wicking, etc.) to water. These equipment failures can create a situation where the Coleman WTP is out of service until repairs are made.

Furthermore, the observations described above should be addressed. Our opinion is that the existing MCC equipment is out dated, not in compliance with code, and unreliable. The City should explore options to create a safe and reliable water treatment and supply facility. Such options could range from renovation of the existing electrical system and expansion of the existing MCC room to full electrical system replacement and construction of a new MCC room.



### **RECOMMENDATIONS**

KHA is in the process creating an inventory of damaged and potentially damaged electrical equipment. We are also working on an opinion of probable construction costs for alternatives that will result in a safe and reliable control system. We will present this information along with our recommendations in a forthcoming memorandum. In the mean time, the following are our recommendations.

- ◆ As soon as possible, install a new PLC and HMI that will allow automated operation of the jockey pump, HSP #1, and HSP #2 as a temporary configuration.
- ◆ Continue with the damage assessment and alternatives evaluation.
- ◆ Ensure replacement parts are readily available for components that are likely to fail due to exposure to water or high humidity.
- ◆ Replace the existing HSP #3 non-cushioned check valve with a cushioned check valve.
- ◆ Replace the HSP #3 spool piece with either a welded flange spool piece (both ends) or use a Series 2100 Megaflange restrained flange adapter.

MLB/lh



ENGINEER'S OPINION OF PROBABLE COST					
CITY OF WILDWOOD					
Coleman WTP - Temporary Configuration					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
<b>Install PLC and HMI for automated control of the jockey pump, HSP #1 and HSP #2.</b>					
1	Mobilization	1	LS	1,250.00	\$ 1,250.00
2	Electrical - Includes installation and testing	1	LS	6,000.00	\$ 6,000.00
3	PLC and HMI - Includes equipment, programming, testing, and training	1	EA	7,750.00	\$ 7,750.00
4					\$ -
5					\$ -
6					\$ -
<b>SUBTOTAL</b>					<b>\$ 15,000.00</b>
<b>SUMMARY</b>					
<b>CONSTRUCTION HARD COSTS</b>					<b>\$ 15,000.00</b>
<b>ENGINEERING DESIGN</b>					<b>\$ 4,500.00</b>
<b>BID AND CONSTRUCTION ADMINISTRATION</b>					<b>\$ 3,500.00</b>
<b>SUBTOTAL</b>					<b>\$ 23,000.00</b>
<b>20% CONTINGENCY</b>					<b>\$ 4,600.00</b>
<b>GRAND TOTAL</b>					<b>\$ 27,600.00</b>
<p><i>The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.</i></p>					

**5. RECONVENE AS MEMBERS OF THE CRA (Community Redevelopment Agency)**

- a. Concept plan for the Gamble/Oxford Streets “proposed improvements” (Attachment – Staff Recommends Approval)

**6. ADJOURN**

~~~~~

City of Wildwood, Florida

100 N. Main Street  
Wildwood, Florida 34785

5. COMMUNITY REDEVELOPMENT AGENCY  
(a) Concept plan for the Gamble/Oxford Streets  
"proposed improvements"

TO: Mayor/Commissioners  
FROM: David Grimm, City Projects Planner/Coordinator  
RE: CRA Gamble Street Improvements  
DATE: November 8<sup>th</sup>, 2010

The original conceptual design for the Gamble Street Drainage Improvement Project included pedestrian amenities such as a walkway and seating area to give it a more "park like" appearance. It was determined that it would be more cost effective to bid the project without including these amenities in the contract and to add them after the project was closed out.

The attached Concept Plan shows the proposed pedestrian amenities which include:

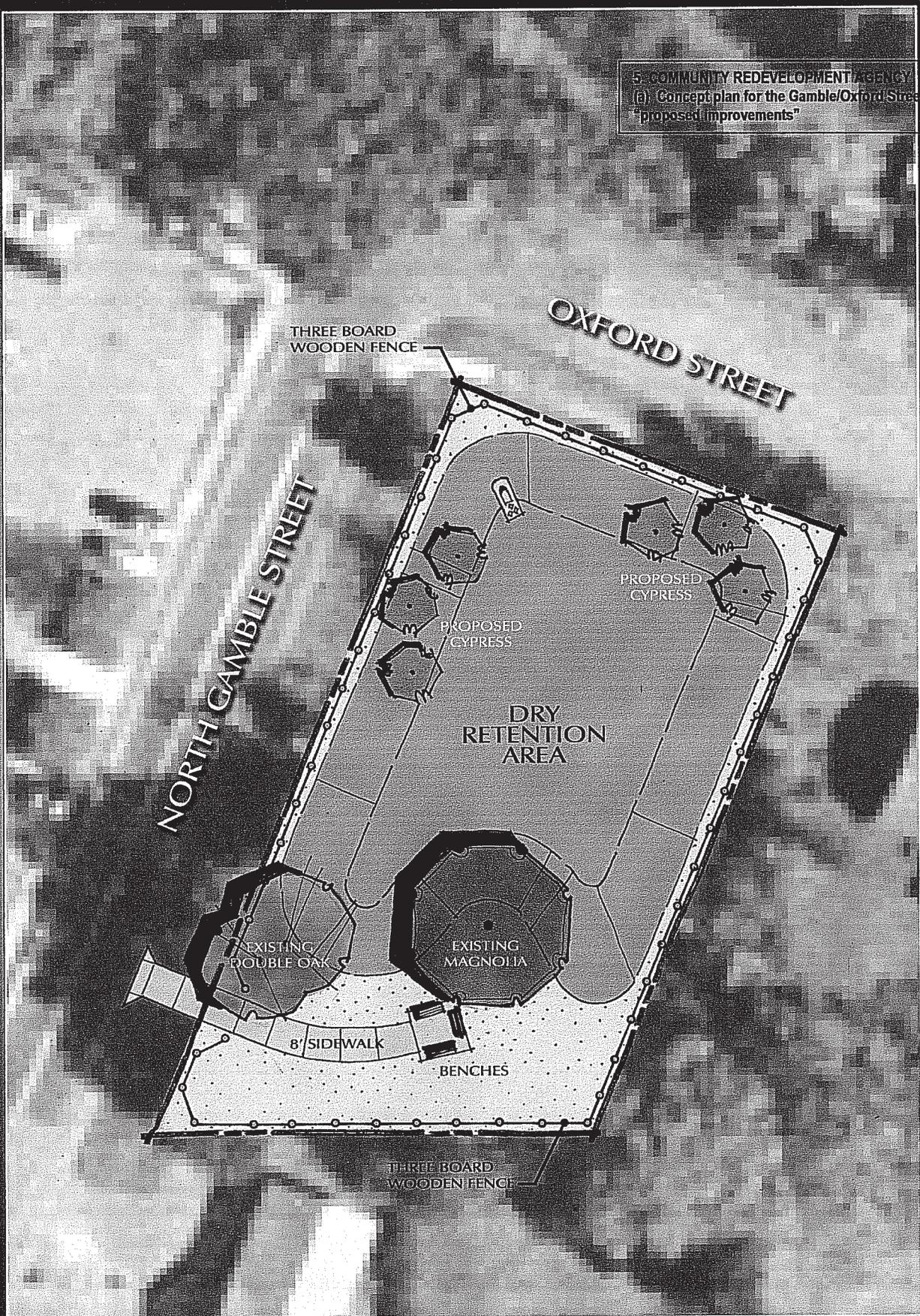
- Concrete walkway
- Three benches
- 3-board wooden fence around the perimeter of the parcel
- Cyprus trees in the drainage basin (donated)

It is believed that these improvements will create the desired "park like" setting that will be very user friendly and visually attractive.

The project would be constructed by the Public Works Department at an estimated cost of \$5,000.00 paid for with CRA funds.

Staff recommends approval of the plan.

5 COMMUNITY REDEVELOPMENT AGENCY  
 (a) Concept plan for the Gamble/Oxford Street  
 "proposed improvements"



Gamble Street Improvements  
 Concept Plan

CITY OF WILDWOOD  
 CITY OF WILDWOOD, FLORIDA

Scale: 1" = 20'-0"

DATE: 04/01/10  
 DRAWN BY: J. HORN  
 CHECKED BY: J. HORN

Kimley-Horn and Associates, Inc.  
 URBAN RESOURCE GROUP

AL 004 000-000 0000  
 CONSULTING ENGINEERS, PLANNERS, ARCHITECTS