

# 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

June 13<sup>th</sup>, 2011  
7:00 PM

### PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

### **AGENDA**

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

#### 1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	<b>PUBLIC HEARING – 2<sup>nd</sup> FINAL READING</b>	None at this time
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\* Quasi Judicial Hearing

#### 2. REPORTS AND PUBLIC INPUT

#### SPECIAL PRESENTATIONS:

- 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 Special Meeting held on May 16<sup>th</sup>, 2011 (Attachments – Staff Recommends Approval)

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

1. Ordinance No. O-2011-05, an ordinance providing for advertising requirements for notice of PH concerning rezoning of property (Attachments – Staff Recommends Approval)

**c. RESOLUTIONS FOR APPROVAL:**

1. Resolution No. R2011-06, a resolution amending specific personnel policies and procedures (Attachments – Staff Recommends Approval)

**d. APPOINTMENTS**

1. None

**e. CONTRACTS AND AGREEMENTS**

1. Settlement Agreement with Benny Strickland – (Attachments – Board Option)

**f. FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Emergency repair – US 301 Widening Project (Attachments – Staff Approved-Emergency)

**g. GENERAL ITEMS FOR CONSIDERATION**

1. Continued discussion/decision relative to Barnes, Ferland & Associates Environmental Engineering Services Contract (Attachments – Board Option)
2. Final Approval sought for Site Plan 1103-01 South Wildwood Industrial Park, Parcel 10 Block C (Attachments – Staff Recommends Approval)
3. Villages of Wildwood DRI – 3<sup>rd</sup> NOPC to the Development Order – Request to set public hearing date of July 1, 2011 (Attachments – Staff Recommends Approval)
4. Selection of representative as voting delegate at the Florida League of Cities Annual Conference (Attachments – Board Option)
5. Amended Water, Wastewater and Reclaimed Water Transmission System Update from BFA (Attachments)
6. Discussion/decision regarding cost and strategy to repair City Hall HVAC system and building exterior (Attachments – Board Option)

**4. ADJOURN:**

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**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

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

1. FYI – City's 2010-11 Employee Healthcare Plan(s) (Attachment)
2. FYI – Letter from FDOT regarding Emergency/Pedestrian Traffic Signal light at US301 and Rutland Street (Attachment)
3. FYI – Sign ordinance updates and legal memorandum from Attorney Blair (Attachments)
4. FYI – Copy of letter from Attorney Blair to Florida Division of Library Services re: FRDAP Grant Agreement (Attachments)
5. FYI – Evaluation forms for City Manager (Included in your agenda packets) – PLEASE complete and turn them in to the City Clerk by June 23<sup>rd</sup>, so they can be presented at the June 27<sup>th</sup> meeting
6. FYI – FRS Information for elected officials (Attachments)

1. TIMED ITEMS AND PUBLIC HEARINGS

|                |                                      |                   |
|----------------|--------------------------------------|-------------------|
| 7:00 PM<br>(a) | <b>PUBIC HEARING<br/>TIMED ITEMS</b> | NONE at this time |
|----------------|--------------------------------------|-------------------|

## 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:

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

1. FYI – City's 2010-11 Employee Healthcare Plan(s) (Attachment)
2. FYI – Letter from FDOT regarding Emergency/Pedestrian Traffic Signal light at US301 and Rutland Street (Attachment)
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**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

**SUBJECT:** Health Care Benefits

**REQUESTED ACTION:** FYI: Support for Budget Session

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:** 6/13/11

Special Meeting

**CONTRACT:**  N/A

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

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

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

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

**BUDGET IMPACT:**

Annual

Capital

N/A

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

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

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**HISTORY/FACTS/ISSUES:**

Mayor & Commission,

As requested at the May 23<sup>rd</sup> Commission Meeting, attached are the 9 plans offered by PRM. At the first budget session on July 18<sup>th</sup>, we will go into detail about each plan and the budget impact. The Draft Budget will include a 12% increase in benefits and can be amended at that session if necessary. If you should have any questions about any of the plans prior to the first budget session, please contact Deanna Cox at 352-330-1330 x105.

Regards,

Robert Smith

| PUBLIC RISK MANAGEMENT - Gallagher Benefits Plan Designs |                                                                                                         |                                                                                                                                 |                                                                                                                        |                                                                                                                        |                                                                                                                                 |                                                                                                                                 |                                                                                                             | 3 Plans presented to Commission 05/23/2011                                                                                      |                                                                                                                   |                                                                                                             |                    |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------|
| IN-NETWORK BENEFITS                                      | Carrier                                                                                                 | BCBS Blue Choice                                                                                                                | BCBS Blue Options                                                                                                      | BCBS Blue Options EE Only                                                                                              | BCBS Blue Options EE + Dep                                                                                                      | BCBS Blue Options                                                                                                               | BCBS Blue Options                                                                                           | BCBS Blue Care HMO                                                                                                              | BCBS Blue Options                                                                                                 | BCBS Blue Choice                                                                                            | BCBS Blue Care HMO |
| Plan                                                     | 0702                                                                                                    | 03748                                                                                                                           | 05168 (HSA) Health Savings Acct.                                                                                       | 05169 (HSA) Health Savings Acct.                                                                                       | 05360                                                                                                                           | 03359                                                                                                                           | 05                                                                                                          | 03559                                                                                                                           | 0727                                                                                                              | 042                                                                                                         |                    |
| BENEFITS                                                 | In Network                                                                                              | In Network                                                                                                                      | In Network                                                                                                             | In Network                                                                                                             | In Network                                                                                                                      | In Network                                                                                                                      | In Network                                                                                                  | In Network                                                                                                                      | In Network                                                                                                        | In Network                                                                                                  | In Network         |
| Deductible - Individual / Family                         | \$200 / \$800                                                                                           | NO DEDUCTIBLE                                                                                                                   | \$1,500                                                                                                                | \$3,000                                                                                                                | \$1,500 / \$4,500                                                                                                               | \$1,000 / \$3,000                                                                                                               | NO DEDUCTIBLE                                                                                               | \$750 / \$2,250                                                                                                                 | \$500 / \$1,500                                                                                                   | NO DEDUCTIBLE                                                                                               |                    |
| Coinsurance                                              | 10%                                                                                                     | 0%                                                                                                                              | 0%                                                                                                                     | 0%                                                                                                                     | 20%                                                                                                                             | 20%                                                                                                                             | N/A                                                                                                         | 20%                                                                                                                             | 20%                                                                                                               | N/A                                                                                                         |                    |
| Prescription Drugs - Retail                              | \$5 / \$25<br>Generic & Preferred                                                                       | \$10 / \$25 / \$60                                                                                                              | 100% after CYD                                                                                                         | 100% after CYD                                                                                                         | \$10 / \$25 / \$60                                                                                                              | \$10 / \$25 / \$60                                                                                                              | \$5 / \$25<br>Generic & Preferred                                                                           | \$10 / \$25 / \$60                                                                                                              | \$5 / \$35<br>Generic & Preferred                                                                                 | \$10 / \$25 / \$60                                                                                          |                    |
| <b>OFFICE VISITS</b>                                     |                                                                                                         |                                                                                                                                 |                                                                                                                        |                                                                                                                        |                                                                                                                                 |                                                                                                                                 |                                                                                                             |                                                                                                                                 |                                                                                                                   |                                                                                                             |                    |
| Primary Care Physician                                   | \$15 CO-Pay                                                                                             | \$10 CO-Pay                                                                                                                     | CYD                                                                                                                    | CYD                                                                                                                    | \$25 CO-Pay                                                                                                                     | \$20 CO-Pay                                                                                                                     | \$10 CO-Pay                                                                                                 | \$20 CO-Pay                                                                                                                     | \$15 CO-Pay                                                                                                       | \$15 CO-Pay                                                                                                 |                    |
| Specialist                                               | \$15 CO-Pay                                                                                             | \$20 CO-Pay                                                                                                                     | CYD                                                                                                                    | CYD                                                                                                                    | CYD + 20% COINS                                                                                                                 | CYD + 20% COINS                                                                                                                 | \$10 CO-Pay                                                                                                 | \$35 CO-Pay                                                                                                                     | \$15 CO-Pay                                                                                                       | \$35 CO-Pay                                                                                                 |                    |
| Adult Wellness                                           | NO MAXIMUM                                                                                              | NO MAXIMUM                                                                                                                      | NO MAXIMUM                                                                                                             | NO MAXIMUM                                                                                                             | NO MAXIMUM                                                                                                                      | NO MAXIMUM                                                                                                                      | NO MAXIMUM                                                                                                  | NO MAXIMUM                                                                                                                      | NO MAXIMUM                                                                                                        | NO MAXIMUM                                                                                                  |                    |
| Well Child                                               | \$0 / \$0                                                                                               | \$0 / \$0                                                                                                                       | \$0 / \$0                                                                                                              | \$0 / \$0                                                                                                              | \$0 / \$0                                                                                                                       | \$0 / \$0                                                                                                                       | \$0 / \$0                                                                                                   | \$0 / \$0                                                                                                                       | \$0 / \$0                                                                                                         | \$0 / \$0                                                                                                   |                    |
| <b>Hospital &amp; Outpatient Facility</b>                |                                                                                                         |                                                                                                                                 |                                                                                                                        |                                                                                                                        |                                                                                                                                 |                                                                                                                                 |                                                                                                             |                                                                                                                                 |                                                                                                                   |                                                                                                             |                    |
|                                                          | OP 1 / OP 2                                                                                             |                                                                                                                                 |                                                                                                                        |                                                                                                                        |                                                                                                                                 | OP 1 / OP 2                                                                                                                     |                                                                                                             | OP 1 / OP 2                                                                                                                     |                                                                                                                   |                                                                                                             |                    |
| Inpatient Hospitalization                                | CYD + 10% COINS                                                                                         | \$250 CO-Pay / \$500 CO-Pay                                                                                                     | CYD                                                                                                                    | CYD                                                                                                                    | CYD + 20% COINS                                                                                                                 | \$750 CO-Pay / \$1,000 CO-Pay                                                                                                   | \$250 CO-Pay                                                                                                | \$750 CO-Pay / \$1,250 CO-Pay                                                                                                   | CYD + 20% COINS                                                                                                   | \$150 CO-Pay per day up to \$750 MAX                                                                        |                    |
| Outpatient Hospitalization                               | CYD + 10% COINS                                                                                         | \$100 CO-Pay / \$200 CO-Pay                                                                                                     | CYD                                                                                                                    | CYD                                                                                                                    | CYD + 20% COINS                                                                                                                 | \$200 CO-Pay / \$300 CO-Pay                                                                                                     | \$100 CO-Pay                                                                                                | \$150 CO-Pay / \$250 CO-Pay                                                                                                     | CYD + 20% COINS                                                                                                   | \$200 CO-Pay                                                                                                |                    |
| Emergency Room Visit                                     | CYD + 10% COINS                                                                                         | \$50 CO-Pay                                                                                                                     | CYD                                                                                                                    | CYD                                                                                                                    | CYD + 20% COINS                                                                                                                 | \$100 CO-Pay                                                                                                                    | \$50 CO-Pay                                                                                                 | \$100 CO-Pay + 20% COINS                                                                                                        | CYD + 20% COINS                                                                                                   | \$50 CO-Pay                                                                                                 |                    |
| Urgent Care Center                                       | \$15 CO-Pay                                                                                             | \$20 CO-Pay                                                                                                                     | CYD                                                                                                                    | CYD                                                                                                                    | CYD + 20% COINS                                                                                                                 | \$35 CO-Pay                                                                                                                     | \$10 CO-Pay                                                                                                 | \$35 CO-Pay                                                                                                                     | \$15 CO-Pay                                                                                                       | \$35 CO-Pay                                                                                                 |                    |
| <b>Diagnostics</b>                                       |                                                                                                         |                                                                                                                                 |                                                                                                                        |                                                                                                                        |                                                                                                                                 |                                                                                                                                 |                                                                                                             |                                                                                                                                 |                                                                                                                   |                                                                                                             |                    |
| Independent Clinical Labs                                | 10% COINS - NO DED                                                                                      | \$0                                                                                                                             | CYD                                                                                                                    | CYD                                                                                                                    | \$0                                                                                                                             | \$0                                                                                                                             | \$0                                                                                                         | \$0                                                                                                                             | 20% COINS - NO DED                                                                                                | \$0                                                                                                         |                    |
| Independent Diagnostic Testing Facility                  | \$15 CO-Pay                                                                                             | \$50 CO-Pay                                                                                                                     | CYD                                                                                                                    | CYD                                                                                                                    | CYD + 20% COINS                                                                                                                 | \$100 CO-Pay                                                                                                                    | \$0                                                                                                         | \$100 CO-Pay                                                                                                                    | \$15 CO-Pay                                                                                                       | \$0                                                                                                         |                    |
| <b>Out of Pocket Max</b>                                 |                                                                                                         |                                                                                                                                 |                                                                                                                        |                                                                                                                        |                                                                                                                                 |                                                                                                                                 |                                                                                                             |                                                                                                                                 |                                                                                                                   |                                                                                                             |                    |
| Individual / Family                                      | \$1,500 / \$4,500                                                                                       | \$1,500 / \$3,000                                                                                                               | \$1,500                                                                                                                | \$3,000                                                                                                                | \$3,000 / \$6,000                                                                                                               | \$3,000 / \$6,000                                                                                                               | \$1,500 / \$3,000                                                                                           | \$3,000 / \$6,000                                                                                                               | \$1,500 / \$4,500                                                                                                 | \$1,500 / \$3,000                                                                                           |                    |
| <b>MONTHLY PREMIUMS</b>                                  |                                                                                                         |                                                                                                                                 |                                                                                                                        |                                                                                                                        |                                                                                                                                 |                                                                                                                                 |                                                                                                             |                                                                                                                                 |                                                                                                                   |                                                                                                             |                    |
| Employee Only                                            | \$ 605.16                                                                                               | \$ 578.95                                                                                                                       | \$ 487.73                                                                                                              | \$ 487.73                                                                                                              | \$ 418.44                                                                                                                       | \$ 478.30                                                                                                                       | \$ 577.38                                                                                                   | \$ 485.11                                                                                                                       | \$ 530.20                                                                                                         | \$ 548.02                                                                                                   |                    |
| Employee + Spouse                                        | \$1,294.08                                                                                              | \$1,234.32                                                                                                                      | \$1,026.35                                                                                                             | \$1,026.35                                                                                                             | \$ 863.79                                                                                                                       | \$1,004.83                                                                                                                      | \$1,230.79                                                                                                  | \$1,020.37                                                                                                                      | \$1,123.16                                                                                                        | \$1,163.80                                                                                                  |                    |
| Employee + Child(ren)                                    | \$1,170.29                                                                                              | \$1,116.56                                                                                                                      | \$ 929.57                                                                                                              | \$ 929.57                                                                                                              | \$ 783.41                                                                                                                       | \$ 910.22                                                                                                                       | \$1,113.33                                                                                                  | \$ 924.19                                                                                                                       | \$1,010.81                                                                                                        | \$1,053.15                                                                                                  |                    |
| Family                                                   | \$2,004.53                                                                                              | \$1,010.17                                                                                                                      | \$1,581.79                                                                                                             | \$1,581.79                                                                                                             | \$1,325.13                                                                                                                      | \$1,547.82                                                                                                                      | \$1,004.51                                                                                                  | \$1,572.36                                                                                                                      | \$1,734.66                                                                                                        | \$1,798.83                                                                                                  |                    |
|                                                          | COINS goes towards Out of Pkt. MAX and once that figure is met everything is paid @ 100% excluding RX's | Deductible, CO-Pays & COINS all go towards Out of Pkt. MAX and once that figure is met everything is paid @ 100% excluding RX's | Deductible, CO-Pays, COINS & RX's all go towards Out of Pkt. MAX and once that figure is met everything is paid @ 100% | Deductible, CO-Pays, COINS & RX's all go towards Out of Pkt. MAX and once that figure is met everything is paid @ 100% | Deductible, CO-Pays & COINS all go towards Out of Pkt. MAX and once that figure is met everything is paid @ 100% excluding RX's | Deductible, CO-Pays & COINS all go towards Out of Pkt. MAX and once that figure is met everything is paid @ 100% excluding RX's | ALL CO-Pays Including RX's go towards Out of Pkt. MAX and once that figure is met everything is paid @ 100% | Deductible, CO-Pays & COINS all go towards Out of Pkt. MAX and once that figure is met everything is paid @ 100% excluding RX's | COINSURANCE only goes towards Out of Pkt. MAX and once that figure is met...still will need to pay CO-Pays & RX's | ALL CO-Pays Including RX's go towards Out of Pkt. MAX and once that figure is met everything is paid @ 100% |                    |

2. a. (f.1.) REPORTS & PUBLIC INPUT - FY -- City's 2010-11 Employee Healthcare Plan(s)



2. a. REPORTS & PUBLIC INPUT (f.2.) FYI – Letter from FDOT regarding Emergency/Pedestrian Traffic Signal light at US301 and Rutland Street

# Florida Department of Transportation

RICK SCOTT  
GOVERNOR

719 S. Woodland Blvd.  
DeLand, FL 32720

ANANTH PRASAD, P.E.  
SECRETARY

REC'D 5.26.11  
DATE  
EXECUTIVE DEPT.

May 19, 2011

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

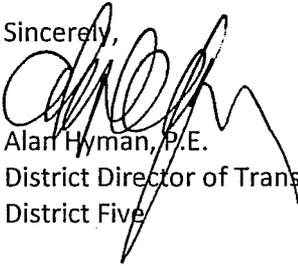
Re: **Section 18010 – US 301**  
**Wildwood – Sumter County**

Dear Mr. Smith:

We share the City's desire to make our roadways as safe as possible for both motorists and pedestrians. We have updated the crash data for the intersection of US 301 and Rutland Avenue to determine if there has been a significant change in conditions at this location since our safety and operations review conducted last summer. This is an important consideration because the addition of a traffic signal would be likely to introduce new crash patterns. For this reason we must carefully consider the potential to reduce existing crash patterns versus the potential to create new ones.

As we reviewed the latest crash data we found there were no pedestrian or vehicular crashes considered correctable by a signalized mid-block pedestrian crossing or an emergency traffic signal. Additionally, the intersection's major street volumes and pedestrian/bicyclist volumes do not meet the minimum thresholds required to warrant a traffic signal or a signalized pedestrian crossing. Adequate gaps in traffic were observed to accommodate pedestrians and cyclists. The Department advocates a pedestrian friendly environment, but adheres to engineering principles that result in safer conditions.

For this reason, the Department cannot justify approving an emergency/pedestrian signal at the intersection of US 301 and Rutland Street. As noted previously, we would be willing to review this location in the future should there be a significant change in conditions. If you wish to discuss, please call Rick Morrow, District Traffic Operations Engineer at (386) 943-5309.

Sincerely,  
  
Alan Hyman, P.E.  
District Director of Transportation Operations  
District Five

AH:sph:c:n

cc: Bradley Arnold, Sumter County Administrator  
T.J. Fish, Executive Director, Lake-Sumter MPO  
George S. Lovett  
Rick Morrow

# City of Wildwood, Florida

100 N. Main Street  
Wildwood, Florida 34785

TO: Robert Smith, City Manager

FROM: Jason McHugh, Development Services Coordinator

RE: Modifications to Sign Standards in the Design District Standards

DATE: May 27, 2011



Robert,

As you are aware, Development Services Department staff has reviewed the sign codes of some of the municipalities within the area and compared those regulations to City of Wildwood standards. The results of our analyses demonstrate the City's current sign standards within the Design District Standards are in line with other area municipalities.

However, the sign regulations have been modified in the following manner to placate the concerns raised by the local business owners and per the direction of you and the City Commission:

- 1) Maximum Allowable Copy Area within the Downtown District: Increased from fifty feet (50') to seventy-five feet (75'). This will allow larger stores within the downtown an additional copy area to meet their potential needs.
- 2) Maximum Height of Occupant Identification and Office/Shopping Center Signs: Increased from six feet (6') to eight feet (8'). A limit of six feet (6') may be too restrictive for large shopping centers that will likely develop in the future. Increasing the height limit to eight feet (8') does not comprise the intent of the Design District Standards.
- 3) Temporary Signs: Provisions have been included to allow temporary signage. Including provisions for temporary signs may provide transitory relief to local small business owners.
- 4) Temporary Promotional Signs: An additional provision has been added to allow local business owners the opportunity to display promotional signs to signify an important event such as a sale or grand opening.

Development Services Department staff believes these changes have addressed the concerns. Staff is confident these modifications are fair and balanced and provide relief during tough economic times without compromising the intent of the Design District Standards.

Please let me know if you'd like any additional information or changes or would like to discuss the modified language in more detail.

Jerri A. Blair  
Attorney at Law

Attorney and Counselor At Law

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

**MEMO**

TO: Robert Smith  
FROM: Jerri A. Blair, Esq.  
RE: Constitution of Sign regulations  
DATE: June 8, 2011

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Constitutionality of Sign Regulations

A. Overlying Legal Standards Applicable to Sign Ordinances.

It is important to consider the First Amendment of the United States Constitution in considering regulation of signs in any manner. The United States Supreme Court has repeatedly held that local governments have the ability to control and regulate signs. See generally, Metro Media, Inc., v. City of Santa Rosa, 453 U.S. 490 (1981). However, there must be a public purpose such as aesthetic and monetary reasons or any purpose which promotes the public health, safety, moral, and general welfare. Id.

The regulation of signs must be scrutinized under the First Amendment because the regulation of signs is a regulation of a type of speech. The first question that must be asked in determining whether a regulation will be sustainable under the First Amendment is whether the regulation is "content-neutral". Almost universally, regulations which regulate only "time, place, or manner" will be sustainable under the First Amendment. In other words, if the regulation of speech is not adopted to control the message contained by the sign, it will be sustainable.

In modern times, the U.S. Supreme Court has recognized that commercial speech, such as advertising including commercial signs, is entitled to First Amendment protection. See Virginia State Board and Pharmacy v. Virginia Citizens Consumer Council, 425 U.S. 748 (1976). If commercial speech is lawful and not misleading, it is protected under the First Amendment. See Central Hudson Gas & Electric Corporation v. Public Service Commission, 447 U.S. 557 (1980). In regulating protected commercial speech, the government must have an interest served by the regulation which is substantial in nature, the regulation must directly advance the asserted governmental interest and it must be no more expansive than necessary to serve that interest. Id.

In justifying regulations on commercial speech, a government must establish a “reasonable fit” between the government’s concerns and the means chosen to address those concerns. See generally, City of Cincinnati v. Discovery Network, 507 U.S. 410 (1993). There must be a fit between the legislature’s ends which is a reasonable fit and which is in proportion to the interests served and employs a means which is narrowly tailored to achieve the desired objective. Id.

Normally, regulations based upon content of speech result in application of the “strict scrutiny” standard while regulations which are content– neutral require only “intermediate scrutiny.” See Central Hudson Gas and Electric Corporation v. Public Service Commission, *supra*. See also U.S. v. O’Brien, 391 U.S. 367 (1968). Under the intermediate scrutiny test, the regulation must be justified by a substantial governmental interest narrowly crafted to achieve that interest. The intermediate standard continues to be followed in First Amendment cases applied to regulation of commercial speech. See Wag More Dogs, LLC v. Artman, 1:2, cv 1337 (E.D. Va. 2011). In Wag More, the court reviewed a regulation which denied use of a mural which exceeded the size of signs allowable in a district. The court recognized that the determination as to whether or not there was a violation of the ordinance required a general inquiry into the nature of the display of its relationship to the business on which it was displayed, but recognized further that the restriction was aimed only at identifying speech based upon its general category rather than targeting the speech because of any governmental disagreement with the specific message conveyed. In that case, the court held that the county had simply neutrally applied its regulations in determining that the mural was a business sign that exceeded its limitation. The court reaffirmed that the intermediate scrutiny standard was still applicable to commercial speech.

#### B. Application to the Billboard Ordinance.

In applying these standards to the City’s billboard ordinance, it appears that the ordinance is content– neutral and simply attempts to regulate time, place and manner of placement of billboards. The ordinance does not differentiate between the messages conveyed on billboards, but simply requires that they be placed in a certain manner in certain places within the City. Allowing billboards to be placed only in portions of the City is allowable under the Constitution. See National Advertising Company v. City of Denver, 912 F.2d 405 (Fed. 10<sup>th</sup> Cir. 1990). If the City sought to regulate the messages which could be displayed on the signs, there would be a stricter scrutiny of the ordinance and it could be stricken. See Metromedia, Inc. v. City of San Diego, *supra*. However, the City has simply limited size, manner of placement and areas where the billboards may be placed which are content neutral criteria. Additionally, the City has legitimate governmental purposes in the regulations related to aesthetics and safety concerns.

#### C. Application to City’s Design District Standards.

Applying the content–neutral criteria to the signage regulations contained in the City’s design district standards, it appears that there is some regulation of message within the standards.

The standards differentiate between signs which are “directional”, “directory”, “occupant identification”, etc. Thus, the standards limit the type of information that can be included on signs within the district, and therefore can be considered content based. See North Olmstead Chamber of Commerce v. City of North Olmstead, 86 F.Supp.2d 755 (N.D. Ohio 2000). The City standards do not, however, do not promote one sort of message over another. They simply limit the type of information that may be displayed within those areas. In order to justify this limitation, the City would need to be able to demonstrate that it has a sufficient governmental interest in the regulation. The City must also be able to show that the regulations fit in proportion to the governmental interest served.

Given the City's other regulations set around the signage regulations, which promote certain architectural and aesthetic purposes, it appears that the City could show that it had this regulation for the purpose of materially contributing to the City's goal of aesthetics in the area. There are also some of the signs and the manner in which they are allowed to be displayed which would impact safety. However, the City does need to be able to defend its purpose in having this type of regulation. The City has employed experts to set up architectural and other standards with the intent of providing an overall aesthetically pleasing appearance. The need for this type of regulation is at least partially to protect the City's aesthetic goals, and also to protect against the proliferation of signs for both safety and aesthetic reasons.

Additionally, the regulation itself seems to be looking at generally what type of message the sign carries to determine where it can be located which is the type of cursory examination which does not make the regulation content based under Wag More Dogs. See also Covenant Media S.C. v. City of Charleston, 493 F.3d 421, 432 (4<sup>th</sup> Cir. 2007).

*Jerri A. Blair, P.A.*

Attorney and Counselor At Law

Jerri A. Blair  
Attorney at Law

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Tavares, FL 32778-0130  
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May 5, 2011

Florida Department of State  
Division of Library and Information Services  
Judith Ring, Director  
R.A. Gray Blding  
Tallahassee, FL 32399

Re: City of Wildwood/Library FRDAP Grant Agreement (7/05/2002)  
Project No. 03-PLC-13

Dear Ms. Ring:

I am the City attorney for the City of Wildwood. Pursuant to the above referenced grant agreement, the City of Wildwood was able to refurbish its library in 2002. The grant agreement required the City to use the building located on Huey Street where the improvements occurred for library purposes only.

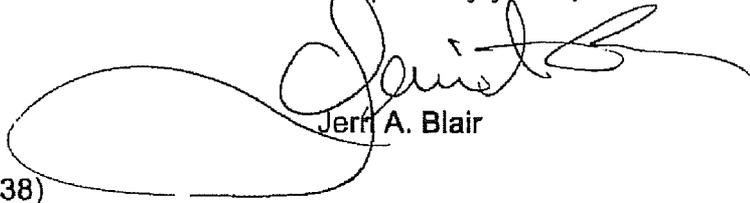
On April 14, 2009, the City entered into a joint planning agreement with Sumter County which was an effort by Sumter County and the City to maximize local services to the citizens of Sumter County while minimizing the duplication in services and costs. As a part of the joint planning effort, Sumter County took responsibility for providing library services. Sumter County has recently built a larger and better equipped library which will service the same area as the City's Huey Street library previously served. Consequently, the City has no further need to use the Huey Street site for library services and is not providing library services of any kind because the County is providing that service. At the time the County took over library services, the City provided the County with all of its books and equipment. The County actually used the Huey Street location until the new library building was built, but once that occurred, it no longer needed the Huey Street location.

The City would now like to use the building which was formerly used for library purposes for another public purpose. At this time the City is considering use of the building for a community center or for offices for the City's water department. Pursuant to the FRDAP grant agreement, before the City can change the use of the building for a purpose other than a library, they must obtain approval from the Division of Library and Information Services.

Please let me know if the Division would approve the change in use of the building located on Huey Street in the City of Wildwood for the proposed use.

I look forward to hearing from you in this regard.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Jeff A. Blair", written over a large, loopy flourish that extends to the left and underlines the name.

Jeff A. Blair

JAB/lap

cc: Robert Smith (1338)

C:\Documents and Settings\User\My Documents\AAA-LISA DOCS\COW-LAP\Grant Correspondence\FL.Div.Library.Services.5.2.11

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

2. REPORTS & PUBLIC INPUT ( f.5.) FYI -  
Evaluation forms for City Manager (Included  
in your agenda packets) - PLEASE  
complete and turn them in to the City Clerk  
by June 23<sup>rd</sup>, so they can be presented at  
the June 27<sup>th</sup> meeting

**SUBJECT:** City Manager Evaluations - 2011  
**REQUESTED ACTION:** Submittal at Next Meeting

Work Session (Report Only)    **DATE OF MEETING:** 6/13/11  
 Regular Meeting                       Special Meeting

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

**BUDGET IMPACT:** \$0  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

The City Managers evaluation is to be completed annually in June. I have attached the evaluation form within your agenda packets and have provided you with a clean copy. Please complete the forms and turn them in by June 23<sup>rd</sup>. If you would like to review your previous evaluations please feel free to contact me and I will provide them to you. All evaluations will be presented to the Commission at the June 27<sup>th</sup> Commission Meeting.

Regards,

Robert Smith



DEPARTMENT OF MANAGEMENT  
**SERVICES**

RICK SCOTT  
Governor

JOHN P. MILES  
Secretary

**DIVISION OF RETIREMENT  
INFORMATION RELEASE**

**Release # 2011-150**

**May 31, 2011**

**TO: All FRS Agency Heads and Retirement Coordinators**

**FROM: Sarabeth Snuggs  
State Retirement Director**

**SUBJECT: Retirement Contribution Rates for 2011/2012**

The Florida Retirement System (FRS) employer contribution rates for the 2011-2012 plan year are established by section 121.71, Florida Statutes. **The rates in this release reflect the governor's final actions on SB 2100. It is very important that you distribute this information release to the appropriate staff within your agency immediately.**

The uniform contribution rate system is continued. Participating employers make uniform contributions to support both the FRS Pension Plan and the FRS Investment Plan. Employers and employees contribute a percentage of the total payroll for each class or subclass of FRS membership based upon the uniform or "blended" rates, regardless of which retirement plan your employees participate under. Therefore, **you pay the same contribution rates for members under both plans.**

Allocation rates for the FRS Investment Plan member's account have not changed but now include required employee contributions. For example, each Regular Class Investment Plan member will receive 9% that includes the 3% required employee contribution of gross compensation in his/her investment account each month, even though the retirement portion of the total contribution rate is 6.77% (3% required employee contributions and 3.77% required employer contributions).

Information Release 2011-147 was sent on May 27, 2011, about the required 3% employee contributions owed on the compensation of all members, except DROP participants and reemployed retirees who are not eligible for renewed membership, reported with a warrant date on and after July 1, 2011. These required employee contributions will be made on a pre-tax basis; FICA and Medicare taxes are owed on the required employee contributions. The contributions for members in the Teachers' Retirement System and the State and County Officers and Employees' Retirement System remain on a post-tax basis. Employee contributions are due on the same amount of compensation that the employer reports for retirement purposes.

Division of Retirement  
Information Release 2011-150  
Employer Contribution Rates for 2011-2012  
May 31, 2011

Page 2

Retirees who are not eligible for renewed membership have the Retiree Health Insurance Subsidy Program (HIS) and the unfunded actuarial liability (UAL) employer contributions reported and paid on the salaries of these reemployed retirees for the 2011-12 year. Employees participating in the State Community College Optional Retirement Program, the State University System Optional Retirement Program and the Senior Management Service Optional Annuity Program will have the UAL contributions reported and paid on the salaries for the 2011-12 year to the Division of Retirement.

The HIS contribution rate remains at 1.11% and the assessment for administering the FRS Investment Plan and funding the MyFRS Financial Guidance Program remains at 0.03%. The total employer contribution rates are provided in the attached separate charts. The maximum salary you may report for your FRS members for the 2011-2012 plan year is \$363,820 if they were first enrolled before July 1, 1996 or \$245,000 if they were first enrolled on or after July 1, 1996.

**FOR RETIREMENT COORDINATORS:** The last page includes the schedule of due dates for your monthly payroll reports for the next plan year. We will post revised chapters of the *FRS Employer Handbook* outlining changes on the "Employer" page of our website at [frs.MyFlorida.com](http://frs.MyFlorida.com). If you have questions about contributions, please contact the Contributions Section of the Bureau of Enrollment and Contributions by telephone toll-free at (877) 377-1266 or (850) 488-6011, or by e-mail at: [contributions@dms.MyFlorida.com](mailto:contributions@dms.MyFlorida.com).

We will send a separate information release detailing the impact of other enacted 2011 Legislation.

SS/gg  
Attachments

## CONTRIBUTION RATES EFFECTIVE JULY 1, 2011

Employer contribution rates are set by law. Rates below include the appropriate retirement contribution rate, 1.11% HIS contribution rate, 0.03% administrative/educational fee, and any applicable UAL rates<sup>1</sup>.

| <b>FRS Membership Plan &amp; Class</b>                                                                                     | <b>Employee Contribution Rate</b> | <b>Employer Contribution Rate</b> | <b>Total Contribution Rate</b> |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------|--------------------------------|
| (Rates below apply to Florida Retirement System members who are in either the FRS Pension Plan or the FRS Investment Plan) |                                   |                                   |                                |
| HA/PA – Regular                                                                                                            | 3.00%                             | 4.91%                             | 7.91%                          |
| HB/PB – Special Risk                                                                                                       | 3.00%                             | 14.10%                            | 17.10%                         |
| HC/PC – Judges                                                                                                             | 3.00%                             | 11.69%                            | 14.69%                         |
| HE/PE – Legislators                                                                                                        | 3.00%                             | 9.04%                             | 12.04%                         |
| HG/PG – Gov./Lt. Gov. & Cabinet                                                                                            | 3.00%                             | 9.04%                             | 12.04%                         |
| HH/PH – State Atty./Public Defender                                                                                        | 3.00%                             | 9.04%                             | 12.04%                         |
| HI/PI – County, City, Sp. Dist. Elect. Officers                                                                            | 3.00%                             | 11.14%                            | 14.14%                         |
| HJ/PJ – Special Risk Adm. Support                                                                                          | 3.00%                             | 6.04%                             | 9.04%                          |
| HM/PM – Senior Management (SMSC)                                                                                           | 3.00%                             | 6.27%                             | 9.27%                          |

| <b>Renewed Membership Plan &amp; Class<sup>2</sup></b>                                                                                                                                               | <b>Employee Contribution Rate</b> | <b>Employer Contribution Rate</b> | <b>Total Contribution Rate</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------|--------------------------------|
| (Rates below apply to renewed members in either the FRS Pension Plan or the FRS Investment Plan, including renewed members in the EOC & SMSC, as well as renewed EOC members who chose to join SMSC) |                                   |                                   |                                |
| RA/QA – Regular                                                                                                                                                                                      | 3.00%                             | 4.91%                             | 7.91%                          |
| RC/QC – Judges                                                                                                                                                                                       | 3.00%                             | 11.69%                            | 14.69%                         |
| RE/QE – Legislators                                                                                                                                                                                  | 3.00%                             | 9.04%                             | 12.04%                         |
| RG/QG – Gov./Lt. Gov. & Cabinet                                                                                                                                                                      | 3.00%                             | 9.04%                             | 12.04%                         |
| RH/QH – State Atty./Public Defender                                                                                                                                                                  | 3.00%                             | 9.04%                             | 12.04%                         |
| RI/QI – County, City, Sp. Dist. Elect. Officers                                                                                                                                                      | 3.00%                             | 11.14%                            | 14.14%                         |
| RM/QM – Senior Management (SMSC)                                                                                                                                                                     | 3.00%                             | 6.27%                             | 9.27%                          |
| RP/QP – SMSC in lieu of EOC:                                                                                                                                                                         |                                   |                                   |                                |
| Judges                                                                                                                                                                                               | 3.00%                             | 6.27%                             | 9.27%                          |
| Legislators                                                                                                                                                                                          | 3.00%                             | 6.27%                             | 9.27%                          |
| Gov./Lt. Gov. & Cabinet                                                                                                                                                                              | 3.00%                             | 6.27%                             | 9.27%                          |
| State Atty./Public Defender                                                                                                                                                                          | 3.00%                             | 6.27%                             | 9.27%                          |
| RQ/QQ – SMSC in lieu of EOC:                                                                                                                                                                         |                                   |                                   |                                |
| County, City, Sp. Dist. Elect. Officers                                                                                                                                                              | 3.00%                             | 6.27%                             | 9.27%                          |

| <b>IFAS Supplemental Retirement Plan<sup>3</sup></b> | <b>Employee Contribution Rate</b> | <b>Employer Contribution Rate</b> | <b>Total Contribution Rate</b> |
|------------------------------------------------------|-----------------------------------|-----------------------------------|--------------------------------|
| HK – IFAS Supplemental                               | 0.00%                             | 18.75%                            | 18.75%                         |

<sup>1</sup> See the rate chart on page 4 for a complete breakdown of the UAL contribution rates by membership class.

<sup>2</sup> See chart at the top of page four of this attachment for rates for retirees initially reemployed on or after July 1, 2011, who are not eligible for retirement coverage.

<sup>3</sup> IFAS is a closed, grandfathered retirement system and the rates for FY 2011/12 did not change; the 1.11% HIS rate and the 0.03% administrative/educational fee do not apply to members in IFAS.

## CONTRIBUTION RATES EFFECTIVE JULY 1, 2011

Employer contribution rates are set by law. Rates below include the appropriate retirement contribution rate, 1.11% HIS contribution rate, 0.03% administrative/educational fee, and any applicable UAL rates<sup>4</sup>.

| Teachers' Retirement System <sup>5</sup><br>(TRS) | Employee<br>Contribution<br>Rate | Employer<br>Contribution<br>Rate | Total<br>Contribution<br>Rate |
|---------------------------------------------------|----------------------------------|----------------------------------|-------------------------------|
| IA – TRS Plan A                                   | Individual Rates                 | Individual Rates                 | Individual Rates              |
| IB – TRS Plan B                                   | "                                | "                                | "                             |
| IC – TRS Plan C                                   | "                                | "                                | "                             |
| ID – TRS Plan D                                   | "                                | "                                | "                             |
| IE – TRS Plan E                                   | 6.25%                            | 11.35%                           | 17.60%                        |
| IF – TRS Plan E (plus Social Security)            | 6.25%                            | 11.35%                           | 17.60%                        |

| State and County Officers and Employees'<br>Retirement System <sup>5</sup> (SCOERS) | Employee<br>Contribution<br>Rate | Employer<br>Contribution<br>Rate | Total<br>Contribution<br>Rate |
|-------------------------------------------------------------------------------------|----------------------------------|----------------------------------|-------------------------------|
| AA – Division A                                                                     | 6.00%                            | 11.10%                           | 17.10%                        |
| AB – Division A, High Hazard                                                        | 8.50%                            | 11.10%                           | 19.60%                        |
| AD – Division B                                                                     | 4.00%                            | 9.10%                            | 13.10%                        |
| AE – Division B                                                                     | 4.00%                            | 9.10%                            | 13.10%                        |
| AF – Division B                                                                     | 4.00%                            | 9.10%                            | 13.10%                        |
| FK – Division A (plus Social Security)                                              | 6.00%                            | 11.10%                           | 17.10%                        |

| EOC Members Who Chose to Join SMSC               | Employee<br>Contribution<br>Rate | Employer<br>Contribution<br>Rate | Total<br>Contribution<br>Rate |
|--------------------------------------------------|----------------------------------|----------------------------------|-------------------------------|
| HP/PP – Judges                                   | 3.00%                            | 6.27%                            | 9.27%                         |
| Legislators                                      | 3.00%                            | 6.27%                            | 9.27%                         |
| Gov./Lt. Gov. & Cabinet                          | 3.00%                            | 6.27%                            | 9.27%                         |
| State Atty./Public Defender                      | 3.00%                            | 6.27%                            | 9.27%                         |
| HQ/PQ – County, City, Sp. Dist. Elected Officers | 3.00%                            | 6.27%                            | 9.27%                         |

| Deferred Retirement Option Program<br>(DROP) | Employee<br>Contribution<br>Rate | Employer<br>Contribution<br>Rate | Total<br>Contribution<br>Rate <sup>6</sup> |
|----------------------------------------------|----------------------------------|----------------------------------|--------------------------------------------|
| DP – DROP from FRS                           | N/A                              | 4.42%                            | 4.42%                                      |
| DR – DROP from Plan A, SCOERS                | N/A                              | 4.42%                            | 4.42%                                      |
| DS – DROP from Plan B, SCOERS                | N/A                              | 4.42%                            | 4.42%                                      |
| DT – DROP from TRS, all plans                | N/A                              | 4.42%                            | 4.42%                                      |
| DE, DF, DG, DH – DROP terminated in EOC      | N/A                              | 1.11% <sup>6</sup>               | 1.11% <sup>7</sup>                         |

<sup>4</sup> See the rate chart on page 4 for a complete breakdown of the UAL rates by membership class.

<sup>5</sup> Member contribution rates did not change in FY 2011/12 for TRS or SCOERS.

<sup>6</sup> The DROP rate includes the 1.11% HIS rate but the 0.03% administrative/educational fee does not apply to DROP participants and the UAL contribution rate is not being paid on the salaries of DROP participants for FY 2011/12.

<sup>7</sup> Only the HIS and UAL rate are owed on the salaries of these elected officials. The UAL contribution rate is not being paid on the salaries of DROP participants for FY 2011/12.

## CONTRIBUTION RATES EFFECTIVE JULY 1, 2011

Rates for optional programs listed below include an amount provided to program participants in lieu of the health insurance subsidy and may include an administrative charge, as indicated. The 0.03 % administrative/educational fee does not apply to participants of these plans.

| Optional Programs                                              | Employee Contribution Rate | Employer Contribution Rate | Admin. Cost       | UAL   | Total Contribution Rate |
|----------------------------------------------------------------|----------------------------|----------------------------|-------------------|-------|-------------------------|
| HO – Local Annuity Programs                                    | ---- <sup>s</sup>          | s                          | ---- <sup>s</sup> | 0.00  | 0.00                    |
| OP – SUS Optional Retirement Program                           | 3.00%                      | 7.42%                      | 0.01%             | 0.49% | 10.92%                  |
| OM – SMS Optional Annuity Program                              | 3.00%                      | 9.49%                      | N/A               | 0.32% | 12.81%                  |
| OC – State Comm. College System<br>Optional Retirement Program | 3.00%                      | 7.43%                      | ---- <sup>9</sup> | 0.49% | 10.92%                  |

| EOC Members Opting out of the SMSC into the SMSOAP or Local Annuity | Employee Contribution Rate | Employer Contribution Rate | Admin. Cost       | UAL   | Total Contribution Rate |
|---------------------------------------------------------------------|----------------------------|----------------------------|-------------------|-------|-------------------------|
| OM – Judges                                                         | 3.00%                      | 9.49%                      | N/A               | 0.32% | 12.81%                  |
| Legislators                                                         | 3.00%                      | 9.49%                      | N/A               | 0.32% | 12.81%                  |
| Gov./Lt. Gov. & Cabinet                                             | 3.00%                      | 9.49%                      | N/A               | 0.32% | 12.81%                  |
| State Atty./Public Defender                                         | 3.00%                      | 9.49%                      | N/A               | 0.32% | 12.81%                  |
| HO – County, City, Sp. Dist. Elected Officers                       | ---- <sup>s</sup>          | ---- <sup>s</sup>          | ---- <sup>s</sup> | 0.00% | 0.00%                   |

| Renewed Membership Optional Programs | Employee Contribution Rate | Employer Contribution Rate | Admin. Cost       | UAL   | Total Contribution Rate |
|--------------------------------------|----------------------------|----------------------------|-------------------|-------|-------------------------|
| OR – State Senior Managers           | 3.00%                      | 9.49%                      | N/A               | 0.32% | 12.81%                  |
| OZ – Local Senior Managers           | ---- <sup>s</sup>          | ---- <sup>s</sup>          | ---- <sup>s</sup> | 0.00% | 0.00% <sup>s</sup>      |
| OS – SUS Optional Retirement Program | 3.00%                      | 7.42%                      | 0.01%             | 0.49% | 10.92%                  |
| OD – State Comm. College System      | 3.00%                      | 7.43%                      | ---- <sup>9</sup> | 0.49% | 10.92%                  |

| Renewed EOC Members Opting out of the SMSC into the SMSOAP or a Local Annuity | Employee Contribution Rate | Employer Contribution Rate | Admin. Cost       | UAL   | Total Contribution Rate |
|-------------------------------------------------------------------------------|----------------------------|----------------------------|-------------------|-------|-------------------------|
| OR – Judges                                                                   | 3.00%                      | 9.49%                      | N/A               | 0.32% | 12.81%                  |
| Legislators                                                                   | 3.00%                      | 9.49%                      | N/A               | 0.32% | 12.81%                  |
| Gov./Lt. Gov. & Cabinet                                                       | 3.00%                      | 9.49%                      | N/A               | 0.32% | 12.81%                  |
| State Atty./Public Defender                                                   | 3.00%                      | 9.49%                      | N/A               | 0.32% | 12.81%                  |
| OQ – County, City, Sp. Dist. Elected Officers                                 | ---- <sup>s</sup>          | ---- <sup>s</sup>          | ---- <sup>s</sup> | 0.00% | 0.00% <sup>s</sup>      |

<sup>8</sup> This contribution rate is established by local authority [see s. 121.055 (1)(b)2., F.S.].

<sup>9</sup> Community colleges choosing to charge an administrative fee must reduce the employer contribution by the amount of the fee.

## CONTRIBUTION RATES EFFECTIVE JULY 1, 2011

RATES LISTED BELOW INCLUDE THE 1.11% HIS contribution rate AND ANY APPLICABLE UAL RATES<sup>10</sup>.

| <b>Retirees Initially Reemployed on or after July 1, 2010, who are not eligible for retirement coverage</b><br>(Rates below apply to salaries of retirees based on the membership class that the position is covered by even though the individual is not eligible to participate in a state-administered retirement plan.) | <b>Total Employer Contribution</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| UA – Regular                                                                                                                                                                                                                                                                                                                | 1.60%                              |
| UB – Special Risk                                                                                                                                                                                                                                                                                                           | 3.86%                              |
| UC – Judges                                                                                                                                                                                                                                                                                                                 | 1.88%                              |
| UE – Legislators                                                                                                                                                                                                                                                                                                            | 1.99%                              |

| <b>Retirees Initially Reemployed on or after July 1, 2010, who are not eligible for retirement coverage</b><br>(Rates below apply to salaries of retirees based on the membership class that the position is covered by even though the individual is not eligible to participate in a state-administered retirement plan.) | <b>Total Employer Contribution</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| UG – Gov./Lt. Gov. & Cabinet                                                                                                                                                                                                                                                                                                | 1.99%                              |
| UH – State Atty./Public Defender                                                                                                                                                                                                                                                                                            | 1.99%                              |
| UI – County, City, Sp. Dist. Elected Officers                                                                                                                                                                                                                                                                               | 1.84%                              |
| UM – Senior Management (SMSC)                                                                                                                                                                                                                                                                                               | 1.43%                              |

| <b>FRS Membership Class</b><br>(Rates below apply to Florida Retirement System members who are in the FRS Pension Plan, the FRS Investment Plan, or the non-integrated defined contribution plans) for FY 2011/12 year. | <b>UAL</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Regular                                                                                                                                                                                                                 | 0.49%      |
| Special Risk                                                                                                                                                                                                            | 2.75%      |
| Judges                                                                                                                                                                                                                  | 0.77%      |
| Legislators                                                                                                                                                                                                             | 0.88%      |
| Gov./Lt. Gov. & Cabinet                                                                                                                                                                                                 | 0.88%      |
| State Atty./Public Defender                                                                                                                                                                                             | 0.88%      |
| County, City, Sp. Dist. Elected Officers                                                                                                                                                                                | 0.73%      |
| Special Risk Adm. Support                                                                                                                                                                                               | 0.83%      |
| Senior Management (SMSC)                                                                                                                                                                                                | 0.32%      |
| DROP                                                                                                                                                                                                                    | 0.00%      |

### DATES CONTRIBUTIONS AND REPORTS ARE DUE\*

| Report Month   | Date Due    | Report Month  | Date Due   |
|----------------|-------------|---------------|------------|
| June 2011      | July 8      | January 2012  | February 7 |
| July 2011      | August 5    | February 2012 | March 7    |
| August 2011    | September 8 | March 2012    | April 6    |
| September 2011 | October 7   | April 2012    | May 7      |
| October 2011   | November 7  | May 2012      | June 7     |
| November 2011  | December 7  | June 2012     | July 9     |
| December 2011  | January 9   |               |            |

\* Contribution payments made using the Department of Revenue's Electronic Tax Payment System must be initiated no later than 5 p.m., E.S.T., on the 4<sup>th</sup> business day of each month for us to receive them by the 5<sup>th</sup> business day of each month.

<sup>10</sup> See the rate chart on this page for a complete breakdown of the UAL rates by membership class

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

**a. MINUTES**

1. Minutes of Special Meeting held on May 16<sup>th</sup>, 2011 (Attachments – Staff Recommends Approval)

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

1. Ordinance No. O-2011-05, an ordinance providing for advertising requirements for notice of PH concerning rezoning of property (Attachments – Staff Recommends Approval)

**c. RESOLUTIONS FOR APPROVAL:**

1. Resolution No. R2011-06 a resolution amending specific personnel policies and procedures

**d. APPOINTMENTS**

1. None

**e. CONTRACTS AND AGREEMENTS**

1. Settlement Agreement with Benny Strickland – (Attachments)

**f. FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Emergency repair – US 301 Widening Project (Attachments – Staff Approved Emergency)

**g. GENERAL ITEMS FOR CONSIDERATION**

1. Continued discussion/decision relative to Barnes, Ferland & Associates Environmental Engineering Services Contract (Attachments – Board Option)
2. Final Approval sought for Site Plan 1103-01 South Wildwood Industrial Park, Parcel 10 Block C (Attachments – Staff Recommends Approval)
3. Villages of Wildwood DRI – 3<sup>rd</sup> NOPC to the Development Order – Request to set public hearing date of July 1, 2011 (Attachments – Staff Recommends Approval)
4. Selection of representative as voting delegate at the Florida League of Cities Annual Conference (Attachments – Board Option)
5. Amended Water, Wastewater and Reclaimed Water Transmission System Update from BFA (Attachments)
6. Cost and Strategy to Repair City Hall HVAC System and Building Exterior (executive summary) (Attachments – Board Option)

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
SPECIAL CALLED MEETING  
MAY 16, 2011 – 5:30 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Special session, May 16, 2011 at 5:30 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark, Allen and Strickland. Also present were: City Manager Smith, City Clerk Jacobs, City Attorney Blair, Police Chief Reeser, Development Services Director Peavy, Development Services Coordinator McHugh 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  
None at this time
2. REPORTS AND PUBLIC INPUT

**SPECIAL PRESENTATIONS:**

- (1) Presentation of LDR's by Melanie Peavy, DSD (Attachment on file)  
DSD Peavy explained the purpose of the LDR and that it must contain at a minimum "specific and detailed provision necessary or desirable to implement the adopted comprehensive plan". The LDR is to - regulate the use of land and water, ensure the compatibility of adjacent land uses, regulate the subdivision of the land, provide for protection of potable water well-fields, regulate areas subject to seasonal and periodic flooding and provide for drainage and Stormwater management, ensure the protection of environmentally sensitive land, regulate signage, address concurrency, ensure safe and convenient on-site vehicular and pedestrian traffic flow, maintain the existing density of residential properties or recreational vehicle parks, and address all other specific and detailed provisions necessary to implement the adopted comprehensive plan.

A process-procedure change was to eliminate the Subdivision Advisory Committee (SAC) and implement the Project Review Committee. The PRC will review plans and take action as a review group. They will also act as an advisory committee to make recommendations to the Commission on changes to Code and LDR's. Will review commercial and industrial as well as the residential plans. The PRC will be comprised of the City Manager, Developments Services Director, Water Director, Wastewater Director, Public Works Director, Police Chief, Sumter County Building and Fire Chief, and outside utilities representatives.

Minor changes to the Planning & Zoning Board and Board of Adjustment. The Code Enforcement Board has been eliminated and the Board of Adjustment will hear and decide appeals and take action on code enforcement cases. The Planning and Zoning Board will review comprehensive plan amendments as the local planning agency. They will review rezoning, subdivisions, site plans, conditional use permits, variances and special exceptions. The Special Magistrate will still be in place unless the Commission decides otherwise.

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All Zoning Districts updated to be in compliance with the 2035 comprehensive plan. These updates are reflected on the maps.

Significant change is to the downtown commercial by separating into four districts – C1, C2, C2A and C3. C1 will affect most property owners in the downtown. The zoning will no longer allow the heavier type commercial uses. It will be more specialty shops, restaurants, offices and be more accessible to pedestrians and not automobiles.

Mayor Wolf asked how this would affect those property owners who annexed in and thought they had mixed use. DSD Peavy – most of those who annexed in have mixed use. Noted that the General mixed use category caused a lot of trouble during the Comp Plan amendment. The General mixed went away with the amendment and the City now has seven or eight new mixed use categories with different intensity and density. The zoning type is dependent on location. Most of those who annexed in with General Mixed use will be in some type of mixed use, with exception of the smaller property owners who did not qualify for mixed use to begin with.

C2 – is commercial neighborhood such as retail, restaurant, and services. C2A is commercial mixed use. C3 is commercial highway such as big box stores, large retailers, services. Read list of additional zoning categories. Other significant changes in zoning are temporary uses and special events. Noted Density Bonuses.

Noted that Community Residential Homes are permitted uses by State Statute. These are only for dependent persons and persons with disability. Code does not propose a provision for emergency shelters or homes for the destitute. It is staff's recommendation that these type facilities be considered and staff will look for Commission direction in the future in meeting those community needs.

Planned Development section has been completely revised. Any property within a mixed use zoning will require development plan approval. Planned Development will be shown as overlays on the zoning map to give the Commission more control of the type of development within those districts.

Design standards have been updated for consistency with the Comprehensive Plan and Code.

Signs standards are included in the design standards. No major changes have been made to Design standards since their adoption in 2007. They have been updated for compliance.

LDR has been reviewed by City engineers, outside engineers, developers, City Attorney and Special Magistrate. Kimley Horn has worked with water, wastewater and public works detailing the technical standards and bringing them up to date.

Staff will hold a Public Workshop on May 24 for review and questions by the property owners and residents. Staff will make any last minute changes and bring

Minutes  
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May 16, 2011

back to the Commission for adoption by Ordinance.

Mayor Wolf – is something is found to be missing or needing change after the LDR is adopted, what is the procedure for change? Wants to be sure there is room for discussion and compromise.

DSD Peavy – the first opportunity to make changes will be in the fall when the City enters into the JPA with Sumter County. Will have the opportunity to make changes to the Comp Plan at that time if the State will allow. We will be looking for changes and asking the Commission for changes as staff sees problems come up.

CM Smith noted it is a living document so it can be changed when the Commission sees it necessary. Have to get this in place.

In response to comment from Commission, DSD Peavy noted that the design standards are not being changed, just incorporated into the LDR document and that the Design Standards have been in effect for five years. Those who were present at the last regular meeting were aware of those standards when they set up their businesses.

(2) Discussion/decision regarding City LOGO – Board Option (Attachment on file)

CM Smith – reminded Commission they awarded the \$500 to the person recommended by the selection committee. Asking direction from the Commission to move forward for logo on letterhead, vehicles, uniforms, etc. Mayor Wolf noted you could have different logo on vehicles from letterhead.

Motion by Commissioner Allen, second by Commissioner Bivins that staff do a request for information with a professional advertising company to create a City Logo that will last at least 10-15 years and based on Commission and staff input. Motion carried by unanimous vote.

3. NEW BUSINESS – ACTION REQUIRED  
None

4. ADJOURN:

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Rezoning Advertising Requirements > Ord. 02011-05

**REQUESTED ACTION:** Commission approval to change advertising requirements for City-wide rezoning

Work Session (Report Only)      **DATE OF MEETING:** 6/13/2011  
 Regular Meeting                       Special Meeting

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

**BUDGET IMPACT:** \_\_\_\_\_

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

### HISTORY/FACTS/ISSUES:

As part of the Land Development Regulations update, the City will be adopting the new zoning map. The adoption of the LDR's/zoning map will act to rezone most properties within the City to one of the newly created zoning categories that will be in compliance with the 2035 Comprehensive Plan.

Currently, the regulations require that notification be sent via certified mail to all property owners with properties adjacent to any property being rezoned. With over 5,000 parcels that are proposed to be rezoned, the current notification process would be of great time and expense to the City.

State statute requires two advertised public hearings on the proposed zoning ordinance.

Therefore, please consider the attached ordinance for purposes of the City-wide rezoning.

Melanie Peavy  
Development Services Director

**ORDINANCE NO. O2011-05**

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;  
PROVIDING FOR ADVERTISING REQUIREMENTS FOR  
NOTICE OF PUBLIC HEARINGS CONCERNING REZONING  
OF PROPERTY; PROVIDING FOR CONFLICT; AND  
PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1. All public hearings for rezonings shall comply with the state statutes  
regarding advertising requirements.

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

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

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon its  
final adoption by the City Commission.

PASSED AND ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2011, by the City  
Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

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

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

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

Approved as to form:

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

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**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT: Section VI Compensation for Employees and Section VII Leave of the Personnel Policies and Procedures**

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**REQUESTED ACTION:** \_\_\_\_\_

Work Session (Report Only)      **DATE OF MEETING:** 06/13/11  
 Regular Meeting                       Special Meeting

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

**BUDGET IMPACT:**                      Yes – Holiday Pay 2 ½ times if Holiday worked

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

**HISTORY/FACTS/ISSUES:**

Mayor/Commissioners

Upon Review of Section VI and Section VII of the Personnel Policies and Procedures amendments were needed in the following areas:

- Section 6.6 HOLIDAY PAY "Exhibit A" of attached Resolution  
Pre Holiday Bank Hours the City of Wildwood paid the employee's for the actual Holiday worked 2 ½ times and this is consistent with 4 out of the 8 Cities polled. The other 3 pay 1.5 times and the other 1 gives a day off in lieu of pay.
- Section 6.7 TIME SHEETS/PREPARATION OF PAYROLL "Exhibit B" of attached Resolution
- Section 6.9 PAY PERIODS "Exhibit C" of attached Resolution
- Section 6.10 GARNISHMENT and/or CHILD SUPPORT "Exhibit D" of attached Resolution
- Section 6.12 RETIREMENT SYSTEM "Exhibit E" of attached Resolution
- Section 6.16 COBRA "Exhibit F" of attached Resolution
- Section 7.1 HOLIDAY LEAVE "Exhibit G" of attached Resolution
- Section 7.2 VACATION LEAVE "Exhibit H" of attached Resolution

Deanna Cox, HR Coordinator

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RESOLUTION NO. R2011-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA AMENDING PERSONNEL POLICIES AND PROCEDURES SECTION 6.6 HOLIDAY PAY; 6.7 TIME SHEETS/PREPARATION OF PAYROLL; 6.9 PAY PERIODS; 6.10 GARNISHMENT; 6.12 RETIREMENT SYSTEM; 6.16 CONTINUANCE OF MEDICAL COVERAGE; SECTION 7.1 HOLIDAY LEAVE; 7.2 VACATION LEAVE PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City Staff has reviewed the Personnel Policies and Procedures and recommends that these policies and procedures be amended, and

WHEREAS, the City Commission of the City of Wildwood has determined that the Personnel Policies and Procedures of the City of Wildwood should be amended

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

SECTION 1. The City of Wildwood Personnel Policies and Procedures attached hereto as Exhibits A thru H are hereby adopted.

SECTION 2. A copy of the amended sections of the Personnel Policies and Procedures shall be made available to every Wildwood employee after this Resolution is adopted and to each new employee as they are hired.

SECTION 3. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

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

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

EXHIBIT “A”  
Commission Meeting June 13, 2011

Policy 6.6. HOLIDAY PAY.

A. SUBJECT. Holiday pay.

B. PURPOSE. To establish a policy for paid holidays for employees.

C. POLICY. It is the policy of the City to provide paid holidays for employees.

D. PROCEDURE.

1. Eligible employees will receive holiday pay provided they ~~Work a full shift on their last scheduled work shift prior to the holiday, or work a full shift on their first scheduled work shift following the holiday.~~ Work their scheduled day before and work their scheduled day after the Holiday unless on pre-approved vacation leave or sick leave. Should the employee call in sick on one or the other ~~who are not able to work both either~~ of these two days because of illness they shall be required to provide a notice from their physician to receive holiday pay. ~~unless on previously approved sick leave.~~
2. Employees on approved vacation or excused sick leave ~~with pay~~ when a holiday occurs, shall not be charged vacation or sick leave for the holiday unless their regular schedule is more than 8 hours per day and they choose to utilize vacation and/or sick accruals to complete their full shift.
3. Eligible employees will NOT receive holiday pay if:
  - a. The employee is on layoff status; the employee is a temporary or seasonal employee; or the employee is on leave of absence without pay, excluding FMLA, when the holiday occurs.
  - b. The employee is requested to work during the holiday and refuses.
4. Employees who work a traditional schedule and who are regularly scheduled to work on a day that is observed by the City as a holiday are entitled to time off without loss of pay for that day.
  - a. Full time employees who are eligible to have the holiday off will receive pay for the number of hours they are normally scheduled to work with the exception of the half-day holidays for which the employee will receive four hours of pay.
  - b. Part time employees who are eligible to have the holiday off will receive pay for the number of holiday hours proportionate to their normal work schedule.
5. Employees who work a non-traditional schedule where shifts must be covered seven days per week, and their shift begins on the holiday observed ~~upon the day the holiday falls~~ shall be compensated as follows:
  - a. Full Time Employees who through normal scheduling are required to work on a holiday will receive pay two and a half times (Holiday Premium Pay – HP) their normal regular rate of pay for the number of hours worked on the actual holiday. ~~They will also receive eight (8) hours in their Holiday Bank. The banked hours must be taken off within the 12 months following the date of banking, unless~~

~~time limit is otherwise extended by the City Manager due to extenuating circumstances.~~

- b. Employees who work part time and who through normal scheduling are required to work on a holiday will receive pay two and a half times (Holiday Premium Pay – HP) their normal regular rate of pay for the number of hours worked on the actual holiday. ~~They will also receive a number of hours in Holiday Bank, proportionate to their normal work hours. Said hours must be taken off within the 12 months following the date of banking, unless time limit is otherwise extended by the City Manager due to extenuating circumstances.~~
- c. Employees who through normal scheduling have the observed holiday as one of their scheduled days off, shall ~~not receive pay for the day, but shall~~ receive eight (8) hours in their Holiday Pay Bank. ~~Said hours shall be taken within the 12 months following the date of banking, unless time limit is otherwise extended by the City Manager due to extenuating circumstances.~~
- d. ~~Banked Holiday hours in 4., a., b., and c., shall not be included in the Vacation accruals nor be included in the normal holiday pay but shall be a separate accrual column and pay type. The hours may be used as Holiday Banked leave and may be used in conjunction with vacation leave, sick leave, and/or other holidays. Banked Holiday hours are not cumulative beyond 12 months from the date of banking (, unless time limit is otherwise extended by the City Manager due to extenuating circumstances), shall not be paid out upon termination, nor be used as terminal leave.~~

The City Commission reserves the right to alter its holiday policy at any time.

EFFECTIVE DATE: March 8, 2010

LAST REVISED: April 26, 2010

EXHIBIT “B”  
Commission Meeting June 13, 2011

Policy 6.7. TIME SHEETS/PREPARATION OF PAYROLL

- A. SUBJECT. Time sheets/preparation of payroll.
- B. PURPOSE. To establish guidelines for preparation of employee time cards and City payrolls.
- C. POLICY. Uniform guidelines for preparation of employee time cards and City payrolls will assure compliance with all federal and state laws related to compensation.
- D. PROCEDURE.
1. Employees are responsible for keeping their own time on departmental designated forms, signing and turning it in to the ~~employee's~~ Department Head or designee.
  2. ~~Time sheets are to be completed by the Department Head or designee~~ Employee's time on the departmental designated forms will be transferred by the Department Head or designee to the timesheet that is turned in to the Finance Department and ~~The time sheet shall include:~~ employee name; employee number; department; pay period; hours to be compensated broken down on a daily basis into hours worked; holiday time, sick leave, compensatory time, vacation, leave without pay, etc; ~~employee signature;~~ and signed by the Department Head and/or designee. ~~supervisor's signature.~~
  3. The time sheets shall be submitted to the Finance Department for processing no later than 10:00 a.m. on the first workday following the last day of a pay period. The Finance Department shall compute earnings as well as deductions. Any changes in salary shall be provided to the Finance Department on a form approved by the City Manager and contain all necessary signatures. ~~The form must be signed by the Department Head and the City Manager.~~
  4. Pay, per Resolution 888 adopted by the City on August 9, 2004, mandates direct deposit ~~will be~~ ~~may be made either by check or~~ into an Institution chosen by the employee. Should an unforeseen circumstance arise within payroll where pay would not be direct deposited, checks would be issued. An employee's paystub/check may be released to the employee's spouse, designated family member, or to another person only if authorized in writing by the employee. ~~Employees are expected to cash their paychecks on their personal time.~~
  5. Payroll records shall be maintained by the City for the time required by public records laws. Requests for corrections to the previous time sheet due to inadvertent oversights shall be submitted on the approved correction form to the Finance Department with the current periods time sheet.
  6. Falsification of time on departmental designated forms and/or time sheets ~~records~~ for payroll purposes is reason for disciplinary action up to and including termination.

**3. NEW BUSINESS – ACTION REQUIRED c. RESOLUTIONS FOR APPROVAL(1) Resolution No. R2011-06, a resolution amending specific personnel policies and procedures**

7. Employees should ~~may~~ direct any inquiries concerning payroll matters to the Finance Department.
8. Advance pay may be approved at the City Manager's discretion in the event of an employee emergency. Advance pay and repayment shall follow the guidelines set forth on the Advance of Pay Request form.

EFFECTIVE DATE: August 24, 2009

LAST REVISED: \_\_\_\_\_

EXHIBIT “C”  
Commission Meeting June 13, 2011

Policy 6.9. PAY PERIODS.

- A. SUBJECT. Pay periods.
- B. PURPOSE. To define a uniform pay period for City employees.
- C. POLICY. A uniform pay period schedule for City employees will assure compliance with federal and state compensation laws.
- D. PROCEDURE.
  - 1. City employees are paid bi-weekly. There are 26 pay periods in the year.
  - 2. If a payday falls on any holiday, the day of pay shall be the last working day preceding the normal payday.
  - 3. Wages and salaries are calculated on an hourly basis.
  - 4. Paystubs will be available ~~distributed by~~ in the Finance Department ~~to each department by nine a.m.~~ on the Friday following the close of the pay period. Each paystub includes a statement of earnings, deductions, vacation, sick leave balances, and compensatory time balances for the period covered by the payment.

EFFECTIVE DATE: August 24, 2009

LAST REVISED: \_\_\_\_\_

EXHIBIT “D”  
Commission Meeting June 13, 2011

Policy 6.10. GARNISHMENT and/or CHILD SUPPORT.

- A. SUBJECT. Garnishment and/or Child Support.
- B. PURPOSE. To define a procedure for handling garnishment and/or child support of an employee’s wages.
- C. POLICY. A uniform policy for handling garnishment and/or child support of a City employee’s wages will assure that such garnishment orders are properly followed and that the rights of the employee are also served.
- D. DEFINITION. ~~Garnishment is defined as~~ A legal stoppage of a specified sum from wages to satisfy a creditor.
- E. PROCEDURE.
1. Any notice of garnishment will be received and properly processed within the Finance Department. ~~signed for by the Personnel Officer.~~
  2. ~~The Personnel office will notify the~~ employee will be notified, in writing, that the garnishment and/or child support order has been received and will be processed on the next payeheck period.
  3. ~~The Personnel Office will forward a copy of the notice to the Finance Department for processing.~~
  4. The Finance Department will make the necessary deductions from the employee’s wages and a check for the designated garnished amount will be written and forwarded to the Creditor as directed.

EFFECTIVE DATE: August 24, 2009

LAST REVISED: \_\_\_\_\_

EXHIBIT “E”  
Commission Meeting June 13, 2011

Policy 6.12. RETIREMENT SYSTEM.

- A. SUBJECT. Retirement system.
- B. PURPOSE. To outline procedures for the administration and eligibility of the Retirement System.
- C. POLICY. All City employees participate under the State Retirement System.
- D. PROCEDURE.
  - 1. All employees with certain exceptions as noted in Section 6.1., are required to participate in the State Retirement System
  - 2. The Retirement System provides for retirement benefits and disability protection when a member meets the plan requirements.
  - 3. Employees who plan to retire from the system are encouraged to contact the Retirement System at least 90 days in advance of the anticipated retirement date to secure estimate of benefits information and to finalize the retirement date. This action should also be coordinated with Human Resources ~~the Personnel Office~~.

EFFECTIVE DATE: August 24, 2009

LAST REVISED: \_\_\_\_\_

EXHIBIT “F”  
Commission Meeting June 13, 2011

Policy 6.16. ~~CONTINUANCE OF MEDICAL COVERAGE~~ COBRA.

- A. ~~SUBJECT.~~ Continuan~~ce of Medical~~ Insurance Coverage (COBRA).
- B. ~~PURPOSE.~~ To comply with the requirements of the Federal Comprehensive Budget Reconciliation Act (COBRA) in regards to the continuance of ~~medical insurance coverage.~~
- C. ~~POLICY.~~ Extended coverage and conversion privileges of the City’s insurance plans are provided in accordance with law. Contact Human Resources for additional information. ~~Employee and/or dependent medical coverage under the current plan may cease as a result of one of the following events~~
- ~~1. Termination of employment.~~
  - ~~2. Change to nonparticipating employment status such as reduction in hours.~~
  - ~~3. Divorce or legal separation.~~
  - ~~4. Dependent child became ineligible (attained age 23).~~

~~D. PROCEDURE.~~

- ~~1. Employees or dependents may elect to continue medical coverage beyond the date that it would otherwise terminate by doing one of the following:~~
  - ~~a. Convert the group medical coverage to an individual policy provided directly by the insurance carrier. Employees will be sent benefit information and rates regarding conversion options directly from the insurance company. For additional information, contact the Personnel Office.~~
  - ~~b. Continue to participate in the group medical coverage plan under the criteria outlined below:~~
    - ~~i. Rights of Employee. Employees presently covered by the insurance plan or health maintenance organization (HMO) may continue this coverage for up to 18 months from the date that employment terminates or status changed to a nonparticipating (non insured) employment status provided that the employee pay the full cost of premium and any administrative fee (up to a 2%) that may be imposed.~~
    - ~~ii. Rights of a Spouse of Employee. The spouse of an employee covered by the medical plan or a sponsored HMO has the right to continue coverage if the employee was terminated or changed to nonparticipating employment status, or if a divorce or legal court decreed separation from the employee took place. Coverage under these circumstances may continue for a period of time as allowable under state law, provided that the spouse pay the premium in full and any administrative fee (up to a 2%) that may be imposed.~~

~~iii. — Rights of Child(ren). Dependent children of an employee covered by the medical plan or a sponsored HMO has the right to continue coverage if a group health coverage under the medical plan is lost because of termination of a parent's employment or change to nonparticipating employment status; parents' divorce or legal court-decreed separation; the dependent ceases to be a "dependent child" under the medical plan (attains age 23). Coverage under these circumstances may continue for a period of up to 36 months provided that the spouse pay the premium in full and any administrative fee (up to a 2%) that may be imposed.~~

~~2. — Election.~~

~~a. — If an employee or eligible spouse or dependent does not elect to continue coverage, group health insurance will end as scheduled under the plan.~~

~~b. — If an employee elects to continue group medical coverage, the employee or eligible spouse or dependent is responsible for paying the entire cost (both employer and employee share). This cost will be subject to periodic rate changes. Employees are not required to show that they are insurable (by taking a medical exam) to continue the coverage.~~

~~c. — Continued coverage may be terminated earlier than the 18 or 36 month period if group medical plans for all other employees are terminated, or if the employee or eligible spouse or dependent:~~

- ~~i. — fails to remit the required monthly payments within 31 days of the due date;~~
- ~~ii. — becomes eligible under any other group medical plan;~~
- ~~iii. — a covered spouse remarries and becomes eligible to be covered under a group medical plan;~~
- ~~iv. — becomes eligible for Medicare.~~

~~3. — It is the employee and/or employee's spouse's responsibility to take all steps necessary of coverage through the COBRA program.~~

EFFECTIVE DATE: August 24, 2009

LAST REVISED: \_\_\_\_\_

EXHIBIT “G”  
Commission Meeting June 13, 2011

Policy 7.1. HOLIDAY LEAVE.

A. SUBJECT. Employee Holiday Leave

B. PURPOSE. To establish holiday leave procedures.

C. POLICY. It is the policy of the City to provide holiday leave to City employees for certain official holidays.

1. This policy shall apply to all full time regular employees and part time regular employees.

D. PROCEDURE.

1. Holidays

a. The following shall be observed by the City as official holidays:

|                           |                           |                  |
|---------------------------|---------------------------|------------------|
| New Years Day             | Martin Luther King Jr Day | Memorial Day     |
| Independence Day          | Labor Day                 | Thanksgiving Day |
| Friday after Thanksgiving | ½ Day Christmas Eve       | Christmas Day    |
| Floating Day              | ½ Day New Year’s Eve      |                  |

b. Holiday pay shall be as provided for in Policy 6.6.

~~e. Holidays will begin at 12:00 midnight and end at 11:59 p.m. Time worked on a holiday shall consist of only the actual hours worked between the beginning time and the ending time of the observed holiday.~~

d. When a holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday. When the holiday falls on Sunday, the Monday immediately following shall be observed as the holiday.

e. Sub Section d. shall not apply to the police department employees who work 24/7 shifts. For those employees the holiday shall be observed upon the day the holiday falls.

f. Each Department Head ~~will~~ shall endeavor to assure ensure that work on holidays is shared by all employees who qualify for the type of work.

g. Each Department Head ~~will~~ shall endeavor to assure ensure that no employee is will required to work the same holiday in consecutive years, nor be required to will work two consecutive holidays unless the holidays are on two consecutive days (i.e. Thanksgiving and Friday). An employee may work consecutive holidays at their request with the approval of the Department Head.

h. An employee may select one day as their Floating Day within the 26 pay periods of each fiscal year. ~~provided:~~ Unless there is a personal emergency,

Floating Day requests must be presented to the immediate supervisor or Department Head in writing or on departmental ~~Employee requests should be made on the proper forms and submitted at least two (2) weeks in advance.~~

~~i. The employee has given not less than 28 calendar days written notice to his/her immediate supervisor, provided, however, the employee and supervisor may agree upon an earlier date.~~

~~ii. The number of employees selecting a particular day off does not prevent the City from providing continued public service. Floating Days must be taken during the fiscal year of entitlement or the day shall lapse, except when an employee has requested the day and been denied more than one time during the year, unless the request is made during the last three (3) pay periods of the fiscal year and denied.~~

~~iii. i. When the number of requests for a particular day would impair department operations, if granted, the following criteria shall be followed: used to determine which requests are allowed:~~

- ~~a) The holiday shall be granted to employees in the order in which the requests for the holiday date are submitted, with the earliest request received will have first priority.~~
- ~~b) In the event several requests are submitted on the same day, requests shall be granted based on employment seniority.~~
- ~~c) Final authority for approving or disapproving holiday requests shall rest with the Department Head based on department operational necessity.~~
- ~~d) Any approval or disapproval shall be communicated in writing to the employee involved as soon as possible.~~
- ~~e) Floating Days may be combined with vacation or other leaves.~~
- ~~f) Unused Floating Days will not be paid out to an employee upon their termination.~~
- ~~g) Approval or disapproval shall be recorded by the supervisor on the form and returned to the employee.~~

~~2. The City will make reasonable accommodation for the religious holiday needs of employees, unless accommodation will result in undue hardship to the Department.~~

~~a. If an employee requests time off to observe religious holidays which fall during their normal work hours, the department should make reasonable efforts to allow time off for the holiday. Employees may use their Floating day or vacation leave for religious holidays. Employees should request such leave at least four (4) weeks in advance, to permit the department to accommodate the requests.~~

~~b. Employees' requests for time off for religious holidays should be denied only if the department head determines that the employees' absence would cause the department undue hardship in conducting business. If such requests are denied the department should be prepared to demonstrate that granting the request would have resulted in such a hardship.~~

2. The City will make reasonable accommodations for an employee's religious holiday requests unless it will result in undue hardship to the

**3. NEW BUSINESS – ACTION REQUIRED c. RESOLUTIONS FOR APPROVAL(1) Resolution No. R2011-06, a resolution amending specific personnel policies and procedures**

Department. To permit the department to operate in an efficient manner, such request must be submitted at least two (2) weeks in advance.

Employees may use their floating day, vacation leave, or if approved, leave without pay for religious holidays.

Any approval or disapproval for an employee's religious holiday requests shall be communicated in writing to the employee involved as soon as possible.

EFFECTIVE DATE: March 8, 2010

LAST REVISED: \_\_\_\_\_

EXHIBIT “H”  
Commission Meeting June 13, 2011

Policy 7.2. VACATION LEAVE.

- A. SUBJECT. Employee vacation leave.
- B. PURPOSE. To establish a procedure to provide time for vacation leave for employees.
- C. POLICY. It is the policy of the City to provide vacation leave to City employees. This promotes a healthy and rested employee work force.
- D. PROCEDURE.
  - 1. Accrual rate - Regular, full-time City employees shall accrue vacation credits for each full bi-weekly pay period of employment on the following basis:
    - a. 80 hours per year or 3.077 hours per pay period, for the first twelve months of employment.
    - b. 96 hours per year or 3.69 hours per pay period, from the beginning of the second year through the end of the fifth year of employment.
    - c. 120 hours per year or 4.615 hours per pay period, from the beginning of the sixth year to the end of the tenth year of employment.
    - d. 160 hours per year or 6.154 hours per pay period, from the beginning of the eleventh year through the end of the twentieth year of employment.
    - e. 200 hours per year or 7.69 hours per pay period, from the beginning of the twenty-first year and onward through the end of employment with the City.
  - 2. An employee hired during the first week of the bi-weekly pay period shall accrue vacation leave from the first day of that pay period. An employee hired during the second week of the bi-weekly pay period shall accrue vacation from the first day of the next pay period following.
  - 3. Vacation leave shall be expended in increments of not less than one (1) hour.
  - 4. Vacations shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the department. All requests for vacation must be approved by the Department Head prior to the commencement of the requested vacation. Unless there is a personal emergency, vacation requests must be presented to the Department Head by the employee at least two (2) weeks in advance of the requested vacation.
  - 5. If an employee transfers from one department within the City to another, the vacation leave credits shall also be transferred.
  - 6. The established period of determining vacation credit will be from the employee's

date of hire. Vacation credit earned by an employee cannot be transferred to another employee.

7. Temporary employees shall not earn vacation nor be entitled to vacation upon separation.
8. Vacation leave will not accrue while an employee is on leave of absence without pay.
9. Paid holidays occurring during vacation are not charged as vacation time unless their regular schedule is more than 8 hours per day and they choose to utilize vacation to complete their full shift.
10. Use of Vacation Leave.
  - a. Vacation leave credits shall accrue, but ordinarily may not be used during the first six months of employment unless specifically approved by the City Manager. Should, due to an emergency, during the first six months of employment, vacation time be required before it is accrued, an employee may request an advance of up to 5 days in any given year. Advanced vacation time will be deducted from the employee's accrual as soon as the time is accrued. Should an employee leave or be terminated prior to repayment of advanced vacation time, it will be charged to the employee.
  - b. Vacation leave shall be requested in advance to the employee's Department Head who shall have the right to determine if the work schedule permits the absence of the employee during the requested period.
  - c. Upon reasonable notice to the employee, a Department Head may require an employee to use vacation leave. The City reserves the right to rearrange vacation schedules, to require employee to take vacations at certain times, as circumstances may prescribe. Further, the City Commission may alter its vacation policy at any time.
  - d. Vacation leave may be used in conjunction with the sick leave upon request of the employee and when the employee's sick leave credits have been exhausted.
11. Payment of Vacation Leave Credits.
  - a. An employee shall be paid for accrued vacation ~~annual~~ leave credits only upon termination after completing the probationary period and giving a two-week notice unless otherwise agreed upon by the City Manager.
  - b. An employee who is dismissed for cause shall not be entitled to payment of accrued vacation leave credits.

12. Vacation leave may not be accumulated and must be taken during the twelve months following the month of accrual. If vacation leave is not taken during the twelve months following the month of accrual, and the maximum allowed for the accrual rate is reached, the employee shall not accrue any further vacation leave until the employee utilizes a part of the accrued time. The employee will not be able to recapture the time not accrued due to being at maximum. If an employee uses a part of the accrued time total, accrual shall begin again. The employee shall never accrue more than the maximum allowed for the accrual class they are in.
13. Regular, Part time employees shall accrue prorated vacation hours based on the number of hours worked.
14. A Department Head and next ranking employee cannot take vacations at the same time.
15. No more than three (3) Department Heads shall take vacations at the same time.
16. An employee is responsible for keeping track of the accrual of vacation leave and using vacation in a manner which will allow the employee to use his or her vacation time.

EFFECTIVE DATE: August 24, 2009

LAST REVISED: \_\_\_\_\_

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Strickland Settlement Agreement

**REQUESTED ACTION:** Review of Settlement Agreement for Benny Strickland and Ultimate Granite

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 6/13/11  
 Special Meeting

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

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_

Annual  
 Capital  
 N/A

**FUNDING SOURCE:** \_\_\_\_\_  
**EXPENDITURE ACCOUNT:** \_\_\_\_\_

### HISTORY/FACTS/ISSUES:

On April 21, 2011, Benny Strickland, owner of 705 S. Main Street, was notified by the Development Services Director that granite sales with outside storage of goods or materials was not a permitted use in the Commercial zoning district.

Mr. Strickland and lessee, Ultimate Granite disagreed with the Development Services Director's interpretation of the code. Pursuant to the City's Land Development Regulations, Chapter 1.9., an appeal was filed by Mr. Strickland on April, 27, 2011. The appeal was considered by the Board of Adjustment/Special Magistrate on May 3, 2011.

The Board of Adjustment ruled in favor of the Development Services Director as noted in the attached Conclusions of Law.

Melanie Peavy  
Development Services Director

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**CITY OF WILDWOOD  
BOARD OF ADJUSTMENT**

**Case No:** AP 1104-01

**Property Owner:** Benny Strickland

**Lessee:** Ultimate Granite, Inc.

**Agent:** Frank Arenas, Esquire

**Requested Action:** Reversal of the decision of the Development Services Director to disallow granite sales with outside storage at 705 S. Main Street, Wildwood, Florida (Commercial zoning).

The above case number came before the Board of Adjustment Special Magistrate on May 3, 2011, and the Magistrate having heard arguments by the City Attorney Jerri Blair and testimony from the respondent's attorney, Frank Arenas, and testimony and the Court finds and orders as follows:

**FINDINGS OF THE BOARD/SPECIAL MAGISTRATE**

A. The Board of Adjustment has a duty to hear and decide appeals in cases where it is alleged that there is an error in any order, requirement, or determination made by an authorized city official while enforcing the city development codes and standards. The Board may modify, affirm, or reverse the official's action.

B. The City of Wildwood's Development Services Director has determined that Ultimate Granite, Inc.'s requested use of the property falls outside of the zoning district uses in Wildwood Land Development Regulations, Chapter 3.9 (i)(2) and special exception uses noted in Chapter 3.9 (i)(3).

C. Wildwood Land Development Regulations, Chapter 1.9 (a) provides authority for the Board of Adjustment/Special Magistrate to hear appeals of any decision of the Building Services Director (Development Services Director) filed within 30 days of the date of the decision.

It is now therefore determined:

**CONCLUSIONS OF LAW**

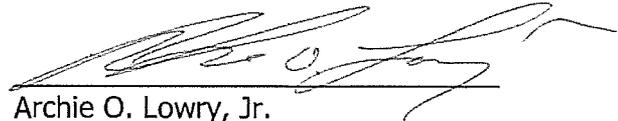
Pursuant to the authority conveyed to the Board of Adjustment/Special Magistrate in the City of Wildwood Land Development Regulations, Chapter 1.9 (a), the Special Magistrate has heard the arguments and testimony of both parties and the interpretation of the City of Wildwood's Development Services Director finding of a non-permitted use finding that Ultimate Granite, Inc.'s use of the property is a non-permitted use in the Commercial Zoning District for the City of Wildwood Land Development Regulations, subsection 3.9(i)(ii) is hereby confirmed and approved, based upon the following:

**1)** To the extent that granite sales are not a listed use in the Land Development Regulations (LDRs) as an approved use in commercial zoning, the City's position that the use by Ultimate Granite, Inc. is improper or, in the alternative, would require a special exception is supported by

the evidence and testimony; **2)** to the extent the LDR Regulations are ambiguous, the City's authority to interpret those Regulations and specific sections of the LDRs is logical and reasonable; **3)** there is a presumption that the City's interpretation is correct; **4)** the City's interpretation of the specific sections of the LDR Regulations in question are not unreasonable or clearly erroneous; and **5)** the petitioner or respondent has failed to refute any of the legal arguments provided by the attorney for the City of Wildwood.

**Therefore, based on these criteria, I find for the City of Wildwood in this matter.**

DATE: June 7, 2011



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

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Wildwood, Florida, a municipal corporation (hereinafter the "City"), Benny Strickland (hereinafter "Strickland"), and Ultimate Granite, Inc. (hereinafter "Granite"). Collectively referred to as "the parties".

### A. RECITALS

1. Strickland is the owner of property lying within the limits of the City, AT 705 S. Main Street, Parcel #G07D132. Hereinafter "the property". The property is zoned commercial. The property was formerly used as a car lot, which is permissible under the City's existing Land Development Regulations.

2. Strickland entered into a lease for the property with Granite, a company in the business of selling and displaying granite slabs used in cabinet work, floors, etc. The granite slabs were intended to be stored outside of the building located at 705 S. Main Street, and inside of a fence.

3. Neither Granite nor Strickland sought a permit from the City prior to entering into the lease.

4. Subsequently, Granite sought a permit for granite sales with the outdoor storage of granite slabs.

5. The City of Wildwood Development Services Department refused to issue permit because a determination was made that granite sales with outdoor storage of granite slabs is not a permitted use pursuant to current City of Wildwood Land Development Regulations.

6. Subsequent to issuance by the City Development Services Department of its interpretation of the code and refusal of the permit, Granite appealed to the City of Wildwood Special Master which is the appropriate step when a petitioner disagrees with a decision of the Department.

7. While the City believes that the current use of properties in the area will not be disturbed by use of the Strickland property for granite sales and outdoor storage of granite slabs at this time, the City is in the process of attempting to upgrade the commercial districts in the City and believes that in the future the area would be negatively impacted by granite sales in that area.

8. Because the use is not permitted according to the decisions of the City of Wildwood Development Services Director and the Special Master, it is being allowed at the direction of the City Commission as part of a settlement agreement to avoid litigation, and because the properties in the area currently would not be negatively impacted and because the Land Development Regulations are being amended to add clarity to them.

9. As a means of attempting to settle the disagreement between the parties, Strickland, Granite and the City have agreed to allow Granite the use of the property for granite sales with outdoor storage of granite slabs as an allowed use for a two year period with special conditions.

10. The parties recognize that the City's agreement to allow the use of the property Granite and Strickland is good and valuable consideration for entering into this agreement.

## B. AGREEMENT

Based upon the foregoing recitals, and for good and valuable consideration, the City, Granite and Strickland have agreed as follows:

1. The recitals are incorporated herein and made a part of this agreement.
2. Granite and Strickland may use the property for granite sales with outdoor storage of granite slabs for a period of two years as a conditional use which will automatically expire at the end of two years.
3. The parties acknowledge that there are several nonconforming uses on the property including the storage of granite outside and the fence.
4. At the end of two years, Granite shall remove the business and all of its equipment and any slabs from the Strickland property. No extensions of the use will be permitted.
5. The two year period will start June 1, 2011 and continue through May 31, 2013.
6. Granite and Strickland agree that all granite slabs and equipment will be removed from the property on or before May 31, 2013. The parties further agree that if the granite slabs, granite business, and all of its equipment are not removed prior to June 1, 2013, the property will be in violation of the City of Wildwood Code of Ordinances and subject to a code enforcement lien which will begin accruing as of that date at an amount to be set by the Special Master. The lien will encumber the property and all granite slabs remaining on the property and all granite slabs owned by Granite or any subsidiary located in Sumter County.

7. Strickland and Granite agree that if any adjacent and contiguous property owner objects or files an action to contest the use of the property for granite slab sales with outdoor storage of granite slabs, they will indemnify and hold the City harmless for any cost incurred by the City in opposing such actions including attorney's fees.

8. Should any party breach the terms of this settlement agreement, causing the other party to employ an attorney for the enforcement of the provisions hereof, or for the collection of damages as a result of a breach, then the prevailing party's attorney's fees and court costs shall be paid by the nonprevailing party.

9. Strickland and Granite will not appeal the decision of the Special Master to the circuit court and waive any right to further hearing on this matter.

10. If Granite vacates the property at any time before June 1, 2013, the use allowed under this agreement will automatically expire. Granite may not assign or transfer its lease for the property or this agreement to any other person or entity.

11. Each party understands and agrees by execution hereof, the terms of this Settlement Agreement are binding upon the party and all representatives, successors and assigns of such party.

12. Each party represents and warrants that such party has approved of all of the terms, conditions and covenants of this Settlement Agreement and that such party has authority to enter into this Settlement Agreement.

13. The City, Strickland and Granite and/or their representatives understand and agree that no agreement made pursuant to the terms of the Settlement Agreement, or other consideration given shall be intended to be, nor shall be construed to be, an admission of liability and any and all such liability is expressly denied.

14. If any one or more of the provisions of this Settlement Agreement, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this Settlement Agreement, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision hereof shall be reformed to the extent necessary to render it valid, lawful, and enforceable in manner consistent with the intentions of the parties hereto regarding such provision.

15. This Settlement Agreement constitutes the entire agreement and understanding of the parties and their representatives, with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Settlement Agreement shall be binding upon, inure the benefit of, and be enforceable by, the parties and their representatives.

16. FULL UNDERSTANDING AND AGREEMENT. EACH PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT AGREEMENT, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT

EXPRESSLY SET FORTH HEREIN.

17. This Settlement Agreement may be signed in counter-parts, and each counter-part shall constitute an original. The parties hereto have executed this Full and Final Settlement Agreement on the dates set forth under their respective names, to be effective as of \_\_\_\_\_, 2011.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal the \_\_\_\_ day of \_\_\_\_\_, 2011.

Signed, sealed and delivered

in the presence of:

ATTEST

CITY OF WILDWOOD

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

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Benny Strickland

\_\_\_\_\_  
WITNESS

ULTIMATE GRANITE, INC.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
WITNESS

State of Florida  
County of Sumter

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Ed Wolf, Mayor of the City of Wildwood, who has produced \_\_\_\_\_ as identification or is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

State of Florida  
County of Sumter

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Benny Strickland, who has produced \_\_\_\_\_ as identification or is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by, \_\_\_\_\_ of Ultimate Granite, who has produced \_\_\_\_\_ as identification or is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

Commission #: \_\_\_\_\_

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

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**June 13, 2011**

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

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

|   |         |                                           |    |          |
|---|---------|-------------------------------------------|----|----------|
| 1 | Payroll | May 22, 2011 Pay Period - 5 Commissioners | \$ | 3,470.42 |
|---|---------|-------------------------------------------|----|----------|

**CITY MANAGER-EXECUTIVE DEPARTMENT**

|    |                                   |                                       |    |           |
|----|-----------------------------------|---------------------------------------|----|-----------|
| 2  | Payroll                           | May 22, 2011 Pay Period - 3 Employees | \$ | 10,562.74 |
| 3  | Payroll                           | June 5, 2011 Pay Period - 3 Employees | \$ | 10,379.01 |
| 4  | Bright House                      | Internet Service                      | \$ | 23.34     |
| 5  | Capital Office Products           | Office Supplies                       | \$ | 35.13     |
| 6  | Dept of Management Services       | Telephone Service                     | \$ | 61.10     |
| 7  | Dept of Management Services       | Telephone Service                     | \$ | 5.49      |
| 8  | Ernie Morris Enterprises, Inc     | Office Supplies                       | \$ | 29.90     |
| 9  | Federal Wage & Labor Law Inst     | Posters                               | \$ | 9.19      |
| 10 | IMS                               | Monthly Computer Maintenance Contract | \$ | 183.92    |
| 11 | Office Depot                      | Office Supplies                       | \$ | 57.73     |
| 12 | The Florida Bar                   | Membership                            | \$ | 300.00    |
| 13 | The Villages Technology Solutions | Project Management, Technical Support | \$ | 353.34    |

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

|    |                                   |                                       |    |           |
|----|-----------------------------------|---------------------------------------|----|-----------|
| 14 | Payroll                           | May 22, 2011 Pay Period - 4 Employees | \$ | 11,379.68 |
| 15 | Payroll                           | June 5, 2011 Pay Period - 4 Employees | \$ | 10,379.01 |
| 16 | Bank of America                   | GE Appliance Parts                    | \$ | 106.80    |
| 17 | Bright House                      | Internet Service                      | \$ | 31.03     |
| 18 | Carr Riggs & Ingram               | Progress Billing on 2010 Audit        | \$ | 3,750.00  |
| 19 | Dept of Management Services       | Telephone Service                     | \$ | 151.13    |
| 20 | Dept of Management Services       | Telephone Service                     | \$ | 5.68      |
| 21 | EGP                               | Monthly Copier Maintenance Contract   | \$ | 60.48     |
| 22 | Ernie Morris Enterprises, Inc     | Office Supplies                       | \$ | 11.96     |
| 23 | Federal Wage & Labor Law Inst     | Posters                               | \$ | 9.19      |
| 24 | IMS                               | Monthly Computer Maintenance Contract | \$ | 578.16    |
| 25 | Office Depot                      | Office Supplies                       | \$ | 37.98     |
| 26 | Progress Energy                   | Electric Service                      | \$ | 2,492.86  |
| 27 | Terminix                          | Monthly Pest Control Contract         | \$ | 75.00     |
| 28 | The Villages Technology Solutions | Project Management, Technical Support | \$ | 473.33    |

**DEVELOPMENT SERVICES**

|    |                                   |                                                   |    |          |
|----|-----------------------------------|---------------------------------------------------|----|----------|
| 29 | Payroll                           | May 22, 2011 Pay Period - 4 Employees             | \$ | 9,728.26 |
| 30 | Payroll                           | June 5, 2011 Pay Period - 4 Employees             | \$ | 8,994.95 |
| 31 | Bank of America                   | Staples, Nat'l Assoc. of Cnty, APA Membership     | \$ | 420.55   |
| 32 | Bright House                      | Internet Service                                  | \$ | 31.12    |
| 33 | Capital Office Products           | Office Supplies                                   | \$ | 454.66   |
| 34 | Dept of Management Services       | Telephone Service                                 | \$ | 61.10    |
| 35 | Dept of Management Services       | Telephone Service                                 | \$ | 5.49     |
| 36 | EGP                               | Monthly Copier Maintenance Contract               | \$ | 6.02     |
| 37 | Ernie Morris Enterprises, Inc     | Office Supplies                                   | \$ | 35.88    |
| 38 | Federal Express                   | Postage                                           | \$ | 61.77    |
| 39 | Federal Wage & Labor Law Inst     | Posters                                           | \$ | 9.19     |
| 40 | IMS                               | Monthly Computer Maintenance Contract             | \$ | 339.55   |
| 41 | Office Depot                      | Office Supplies                                   | \$ | 90.67    |
| 42 | The Villages Technology Solutions | Project Management, Technical Support, BrotherMFC | \$ | 834.05   |

**HUMAN RESOURCES**

|    |                                   |                                       |    |          |
|----|-----------------------------------|---------------------------------------|----|----------|
| 43 | Payroll                           | May 22, 2011 Pay Period - 1 Employee  | \$ | 2,262.34 |
| 44 | Payroll                           | June 5, 2011 Pay Period - 1 Employee  | \$ | 2,046.12 |
| 45 | Bright House                      | Internet Service                      | \$ | 7.78     |
| 46 | Dept of Management Services       | Telephone Service                     | \$ | 61.10    |
| 47 | Dept of Management Services       | Telephone Service                     | \$ | 5.49     |
| 48 | Ernie Morris Enterprises, Inc     | Office Supplies                       | \$ | 215.86   |
| 49 | Federal Express                   | Postage                               | \$ | 74.32    |
| 50 | Federal Wage & Labor Law Inst     | Posters                               | \$ | 24.14    |
| 51 | The Villages Technology Solutions | Project Management, Technical Support | \$ | 300.00   |

**POLICE DEPARTMENT**

|    |                                  |                                                  |    |           |
|----|----------------------------------|--------------------------------------------------|----|-----------|
| 52 | Payroll                          | May 22, 2011 Pay Period - 28 Employees           | \$ | 62,388.85 |
| 53 | Payroll                          | June 5, 2011 Pay Period - 28 Employees           | \$ | 58,535.53 |
| 54 | Advanced Auto Parts              | Idler Pulley, Belt Tensioner,AC Comp w/Clutch,   | \$ | 272.96    |
| 55 | Bank of America                  | Inst. Of Police Tech                             | \$ | 1,450.00  |
| 56 | Best Way Auto Glass              | Windshield, Urethane Kit                         | \$ | 255.00    |
| 57 | Capital Office Products          | Office Supplies                                  | \$ | 172.37    |
| 58 | Car Quest Auto Parts Stores      | Blower Motor                                     | \$ | 43.98     |
| 59 | Central Hydraulics Hose & Access | Automatic Nozzle                                 | \$ | 23.26     |
| 60 | Communications International     | Radar Certification Due to Repair                | \$ | 25.00     |
| 61 | Dept of Management Services      | Telephone Service                                | \$ | 135.06    |
| 62 | Dept of Management Services      | Telephone Service                                | \$ | 36.70     |
| 63 | EGP                              | Monthly Copier Maintenance Contract              | \$ | 87.08     |
| 64 | Ernie Morris Enterprises, Inc    | Office Supplies                                  | \$ | 119.60    |
| 65 | Federal Wage & Labor Law Inst    | Posters                                          | \$ | 45.95     |
| 66 | History Education                | Training CD's                                    | \$ | 199.95    |
| 67 | Jeff Revis Wrecker Service, Inc. | Towing                                           | \$ | 214.50    |
| 68 | Merritt Department Stores, Inc   | Rain Hat Covers                                  | \$ | 23.92     |
| 69 | Nationwide Computer Systems, Inc | Sum Net Maintenance Contract                     | \$ | 199.50    |
| 70 | Office Depot                     | Office Supplies                                  | \$ | 53.78     |
| 71 | Progress Energy                  | Electric Service                                 | \$ | 335.31    |
| 72 | Shell Fleet Plus                 | Gasoline                                         | \$ | 189.08    |
| 73 | Source, Incorporated of Missouri | Blue Tree 5600 Verizon, w/ Trimble Lassen IQ GPS | \$ | 649.00    |
| 74 | Terminix                         | Monthly Pest Control Contract                    | \$ | 25.00     |
| 75 | Verizon Wireless                 | Broadband                                        | \$ | 160.04    |
| 76 | Wildwood Ace Hardware            | Cleaner,Key, Duct Tape,Brush                     | \$ | 37.50     |
| 77 | Wildwood Tire Company            | Tires and Repairs                                | \$ | 270.34    |

**STREET DEPARTMENT**

|    |                                  |                                                  |    |           |
|----|----------------------------------|--------------------------------------------------|----|-----------|
| 78 | Payroll                          | May 22, 2011 Pay Period - 10 Employees           | \$ | 20,997.45 |
| 79 | Payroll                          | June 5, 2011 Pay Period - 10 Employees           | \$ | 19,211.56 |
| 80 | Advanced Auto Parts              | Door Handle, Mini Bulb                           | \$ | 11.41     |
| 81 | Bright House                     | Internet Service                                 | \$ | 39.98     |
| 82 | Capital Office Products          | Office Supplies                                  | \$ | 12.59     |
| 83 | Car Quest Auto Parts Stores      | Blower Motor,Module, Relay, Dist Cap, Rotor,Etc. | \$ | 531.56    |
| 84 | Central Hydraulics Hose & Access | Automatic Nozzle                                 | \$ | 22.00     |
| 85 | Culligan                         | Cooler Rental and Bottled Water                  | \$ | 18.38     |
| 86 | Dept of Management Services      | Telephone Service                                | \$ | 45.02     |
| 87 | Dept of Management Services      | Telephone Service                                | \$ | 1.14      |
| 88 | Federal Wage & Labor Law Inst    | Posters                                          | \$ | 22.97     |
| 89 | Jerry Ulm                        | Module Kit                                       | \$ | 342.30    |
| 90 | PowerPlan                        | Pulley, Screw                                    | \$ | 141.49    |
| 91 | Progress Energy                  | Electric Service                                 | \$ | 522.65    |

|    |                            |                                         |    |        |
|----|----------------------------|-----------------------------------------|----|--------|
| 92 | Salescorp of Florida, Inc. | Gatorade, Dust Mask                     | \$ | 197.50 |
| 93 | Terminix                   | Monthly Pest Control Contract           | \$ | 12.50  |
| 94 | Unifirst                   | Uniforms                                | \$ | 326.70 |
| 95 | Wildwood Ace Hardware      | Chain Saw File, Clips, Fasteners, Anvil | \$ | 55.68  |
| 96 | Wildwood Tire Company      | Tires and Repairs                       | \$ | 169.90 |

**FLEET MAINTENANCE**

|     |                                  |                                          |    |          |
|-----|----------------------------------|------------------------------------------|----|----------|
| 97  | Payroll                          | May 22, 2011 Pay Period - 2 Employees    | \$ | 4,468.17 |
| 98  | Payroll                          | June 5, 2011 Pay Period - 2 Employees    | \$ | 4,148.01 |
| 99  | Advanced Auto Parts              | Wiper Blades, Absorbent Oil, Shop Towels | \$ | 63.23    |
| 100 | Big Truck Parts, Inc             | Filters                                  | \$ | 130.25   |
| 101 | Bright House                     | Internet Service                         | \$ | 39.97    |
| 102 | Capital Office Products          | Office Supplies                          | \$ | 69.31    |
| 103 | Car Quest Auto Parts Stores      | Oil Filter                               | \$ | 22.24    |
| 104 | Central Hydraulics Hose & Access | Automatic Nozzle                         | \$ | 1.26     |
| 105 | Culligan                         | Cooler Rental and Bottled Water          | \$ | 18.37    |
| 106 | Dept of Management Services      | Telephone Service                        | \$ | 45.02    |
| 107 | Dept of Management Services      | Telephone Service                        | \$ | 1.14     |
| 108 | Ernie Morris Enterprises, Inc    | Office Supplies                          | \$ | 5.98     |
| 109 | Federal Wage & Labor Law Inst    | Posters                                  | \$ | 22.98    |
| 110 | Hi-Line Inc                      | Cable Ties, Poly Tubing, Mini Torch      | \$ | 72.43    |
| 111 | Interstate Battery               | Batteries                                | \$ | 634.10   |
| 112 | Progress Energy                  | Electric Service                         | \$ | 29.23    |
| 113 | Ron Tarbox                       | 1/2" Drill Bit                           | \$ | 10.69    |
| 114 | Terminix                         | Monthly Pest Control Contract            | \$ | 12.50    |
| 115 | Unifirst                         | Uniforms                                 | \$ | 92.04    |

**COMMUNITY RE-DEVELOPMENT**

|     |                             |                                      |    |          |
|-----|-----------------------------|--------------------------------------|----|----------|
| 116 | Payroll                     | May 22, 2011 Pay Period - 1 Employee | \$ | 2,932.44 |
| 117 | Payroll                     | June 5, 2011 Pay Period - 1 Employee | \$ | 3,701.89 |
| 118 | Bright House                | Internet Service                     | \$ | 7.78     |
| 119 | Dept of Management Services | Telephone Service                    | \$ | 61.10    |
| 120 | Dept of Management Services | Telephone Service                    | \$ | 5.49     |
| 121 | Lenard Powell, Inc.         | Remove and Repour Curb / Sidewalk    | \$ | 3,162.00 |

**PARKS AND RECREATION**

|     |                                  |                                                  |    |          |
|-----|----------------------------------|--------------------------------------------------|----|----------|
| 122 | Payroll                          | May 22, 2011 Pay Period - 6 Employees            | \$ | 8,414.58 |
| 123 | Payroll                          | June 5, 2011 Pay Period - 6 Employees            | \$ | 7,977.90 |
| 124 | Bank of America                  | Walmart, Moore Awards, Custom Kingdom            | \$ | 1,289.43 |
| 125 | Bright House                     | Internet Service                                 | \$ | 15.56    |
| 126 | Car Quest Auto Parts Stores      | Oil Pressure Switch, Oil Filter, Gasket, Etc.    | \$ | 20.46    |
| 127 | Central Hydraulics Hose & Access | Automatic Nozzle                                 | \$ | 3.14     |
| 128 | Central Pump & Supply Inc        | Hunter Gears, Rotors, Zone Controller, PVC Parts | \$ | 260.74   |
| 129 | Culligan                         | Softener Rental                                  | \$ | 32.95    |
| 130 | Daniel's Mobile Wash             | Pressure Wash City Hall                          | \$ | 500.00   |
| 131 | Dept of Management Services      | Telephone Service                                | \$ | 61.10    |
| 132 | Dept of Management Services      | Telephone Service                                | \$ | 5.49     |
| 133 | Ernie Morris Enterprises, Inc    | Office Supplies                                  | \$ | 23.92    |
| 134 | Federal Wage & Labor Law Inst    | Posters                                          | \$ | 45.95    |
| 135 | Hi-Way Sign Company              | Custom Park Signs                                | \$ | 1,447.83 |
| 136 | John Deere Landscapes, Inc.      | Athletic Paint, Fertilizer                       | \$ | 521.20   |
| 137 | Progress Energy                  | Electric Service                                 | \$ | 69.48    |
| 138 | T & D Waster Services, Inc       | Port O Let Rentals                               | \$ | 410.00   |
| 139 | Unifirst                         | Uniforms                                         | \$ | 64.04    |

|     |                       |                                                        |    |          |
|-----|-----------------------|--------------------------------------------------------|----|----------|
| 140 | Village Ace Hardware  | Air Filter                                             | \$ | 17.96    |
| 141 | Wildwood Ace Hardware | Filters, Carb Repair Kit, Cement, Pliers, Padlock, Etc | \$ | 1,010.54 |
| 142 | Wildwood Tire Company | Tires and Repairs                                      | \$ | 306.37   |

**COMMUNITY CENTER & OXFORD COMMUNITY CENTER**

|     |                                  |                                                      |    |        |
|-----|----------------------------------|------------------------------------------------------|----|--------|
| 143 | Bright House                     | Internet Service                                     | \$ | 79.95  |
| 144 | Central Hydraulics Hose & Access | Automatic Nozzle                                     | \$ | 1.26   |
| 145 | Century Link                     | Telephone Service                                    | \$ | 354.86 |
| 146 | Coy Thomas Electric Inc          | Install Electric for E-1 Station at Oxford Comm.Ctr. | \$ | 500.00 |
| 147 | Terminix                         | Monthly Pest Control Contract                        | \$ | 50.00  |
| 148 | Unifirst                         | Rugs                                                 | \$ | 103.30 |
| 149 | Wildwood Ace Hardware            | Cleaners,                                            | \$ | 17.83  |

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

|     |                                   |                                       |    |          |
|-----|-----------------------------------|---------------------------------------|----|----------|
| 150 | Payroll                           | May 22, 2011 Pay Period - 3 Employees | \$ | 5,573.15 |
| 151 | Payroll                           | June 5, 2011 Pay Period - 3 Employees | \$ | 5,237.46 |
| 152 | Bank of America                   | GE Appliance Parts                    | \$ | 106.80   |
| 153 | Bright House                      | Internet Service                      | \$ | 23.34    |
| 154 | Capital Office Products           | Office Supplies                       | \$ | 31.35    |
| 155 | Carr Riggs & Ingram               | Progress Billing on 2010 Audit        | \$ | 3,750.00 |
| 156 | Century Link                      | Telephone Service                     | \$ | 36.16    |
| 157 | Dept of Management Services       | Telephone Service                     | \$ | 106.12   |
| 158 | Dept of Management Services       | Telephone Service                     | \$ | 5.49     |
| 159 | EGP                               | Monthly Copier Maintenance Contract   | \$ | 60.47    |
| 160 | Ernie Morris Enterprises, Inc     | Office Supplies                       | \$ | 47.28    |
| 161 | Federal Wage & Labor Law Inst     | Posters                               | \$ | 9.19     |
| 162 | IMS                               | Monthly Computer Maintenance Contract | \$ | 293.92   |
| 163 | Office Depot                      | Office Supplies                       | \$ | 14.42    |
| 164 | Progress Energy                   | Electric Service                      | \$ | 790.24   |
| 165 | The Villages Technology Solutions | Project Management, Technical Support | \$ | 353.33   |

**WATER DEPARTMENT**

|     |                                  |                                                     |    |           |
|-----|----------------------------------|-----------------------------------------------------|----|-----------|
| 166 | Payroll                          | May 22, 2011 Pay Period - 10 Employees              | \$ | 19,490.16 |
| 167 | Payroll                          | June 5, 2011 Pay Period - 10 Employees              | \$ | 17,833.28 |
| 168 | Advanced Auto Parts              | A/C Switch, Headlight, Rotor Ignition, Wires        | \$ | 182.93    |
| 169 | Advanced Hitch & RV LLC.         | D-2 Ballmount, Ball                                 | \$ | 40.95     |
| 170 | Amerigas                         | Propane for Generator                               | \$ | 666.64    |
| 171 | Bank of America                  | Home Depot, Amazon-Brother Tape                     | \$ | 165.95    |
| 172 | Besco Electric Supply            | Midget Fuses                                        | \$ | 205.49    |
| 173 | Brenntag                         | Liquid Chlorine                                     | \$ | 981.06    |
| 174 | Bright House                     | Internet Service                                    | \$ | 79.95     |
| 175 | Brown Controls & Irrigation      | Efactor Pressure Sensor                             | \$ | 547.64    |
| 176 | Capital Office Products          | Office Supplies                                     | \$ | 73.96     |
| 177 | Car Quest Auto Parts Stores      | Idler Pulley, V Belt, Auto Tensioner, Fuel Pump Asm | \$ | 314.17    |
| 178 | Central Hydraulics Hose & Access | Automatic Nozzle                                    | \$ | 5.03      |
| 179 | C & S Reprographics & Copy Ctr   | Bond Copy 3 Sets                                    | \$ | 63.00     |
| 180 | Dept of Management Services      | Telephone Service                                   | \$ | 95.02     |
| 181 | Dept of Management Services      | Telephone Service                                   | \$ | 3.51      |
| 182 | Ernie Morris Enterprises, Inc    | Office Supplies                                     | \$ | 58.59     |
| 183 | Federal Wage & Labor Law Inst    | Posters                                             | \$ | 45.95     |
| 184 | Office Depot                     | Office Supplies                                     | \$ | 33.74     |
| 185 | Plant Technicians                | Environmental Testing                               | \$ | 690.00    |
| 186 | Power Flow Technologies          | Repair A O Smith 40HP Elect Motor                   | \$ | 1,158.00  |

|     |                                  |                                                 |    |          |
|-----|----------------------------------|-------------------------------------------------|----|----------|
| 187 | Pride Enterprises                | 2010 CCR Brochure                               | \$ | 734.71   |
| 188 | Progress Energy                  | Electric Service                                | \$ | 12.56    |
| 189 | Southern Analytical Laboratories | Drinking Water Analyses                         | \$ | 45.00    |
| 190 | Sumter Electric                  | Electric Service                                | \$ | 4,437.81 |
| 191 | Sunstate Meter & Supply, Inc.    | T10 Gallon Meters, Meter Boxes, Etc             | \$ | 5,093.44 |
| 192 | Terminix                         | Monthly Pest Control Contract                   | \$ | 50.00    |
| 193 | The Dumont Company, Inc.         | Hypochlorite Solution, Clear Flow               | \$ | 4,694.25 |
| 194 | Unifirst                         | Uniforms                                        | \$ | 299.97   |
| 195 | USA BlueBook                     | Gatorade, Gloves, Hornet Killer                 | \$ | 340.29   |
| 196 | Verizon Wireless                 | Broadband                                       | \$ | 40.01    |
| 197 | Wildwood Ace Hardware            | Flaring Tool,Caulk,Concrete Mix, PVC Pipe, Etc. | \$ | 818.92   |
| 198 | Wildwood Tire Company            | Tires and Repairs                               | \$ | 16.19    |

**WASTEWATER DEPARTMENT**

|     |                                   |                                                     |    |           |
|-----|-----------------------------------|-----------------------------------------------------|----|-----------|
| 199 | Payroll                           | May 22, 2011 Pay Period - 14 Employees              | \$ | 33,148.72 |
| 200 | Payroll                           | June 5, 2011 Pay Period - 14 Employees              | \$ | 29,850.42 |
| 201 | All Terrain Lawn & Tractor        | Wheel Gage, Cable Control, Slime                    | \$ | 43.01     |
| 202 | Bank of America                   | FL Water & Pollution Control Operators Assoc        | \$ | 285.00    |
| 203 | Ben Meadows                       | Purging Pump, PVC Raincoat, Gator Combo             | \$ | 317.91    |
| 204 | Budget Air Conditioning & Heating | Add 3 Lbs of Freon                                  | \$ | 135.00    |
| 205 | Capital Office Products           | Office Supplies                                     | \$ | 261.14    |
| 206 | Car Quest Auto Parts Stores       | Sensor, Tie Rod End, Belts, Mini Lamps, Fuel Filter | \$ | 329.82    |
| 207 | Central Hydraulics Hose & Access  | Automatic Nozzle                                    | \$ | 6.91      |
| 208 | Central Pump & Supply Inc         | PVC Parts, Hunter Battery Controller, Rotors,Etc.   | \$ | 1,133.53  |
| 209 | Century Link                      | Telephone Service                                   | \$ | 67.68     |
| 210 | Coy Thomas Electric Inc           | Replace Disconnects on Blowers,Mixers 1 & 2         | \$ | 5,840.00  |
| 211 | Data Flow Systems, Inc            | Tacpac, PCU Repairs                                 | \$ | 1,124.70  |
| 212 | Dept of Management Services       | Telephone Service                                   | \$ | 90.04     |
| 213 | Dept of Management Services       | Telephone Service                                   | \$ | 5.40      |
| 214 | Ernie Morris Enterprises, Inc     | Office Supplies                                     | \$ | 179.40    |
| 215 | Federal Wage & Labor Law Inst     | Posters                                             | \$ | 45.95     |
| 216 | HD Supply Waterworks              | PVC, Paint, Cement, Teflon Tape, Etc.               | \$ | 535.41    |
| 217 | Luzadder Inc.                     | Repair Ctrl Wire Oxi Ditches,Wire Rain Birds        | \$ | 715.00    |
| 218 | McNichols Co.                     | AL/6063T6 Gal 100 Smth TypA                         | \$ | 886.96    |
| 219 | MMD Computer Center Inc           | Repair and Service Lab and Maint Shop Computer      | \$ | 669.98    |
| 220 | Odyssey                           | Hypochlorite Solution                               | \$ | 2,593.75  |
| 221 | Ohio Gratings Inc.                | Snap Lock Plank Grating                             | \$ | 362.00    |
| 222 | Progress Energy                   | Electric Service                                    | \$ | 20,043.71 |
| 223 | Rocha Controls                    | Repair DH Communications                            | \$ | 17,247.74 |
| 224 | Sanders Company, Inc              | 9G EF Float                                         | \$ | 1,200.00  |
| 225 | Terminix                          | Monthly Pest Control Contract                       | \$ | 25.00     |
| 226 | Test America                      | Environmental Testing                               | \$ | 1,816.50  |
| 227 | Tommy Hays A/C & Refrigeration    | Fixed Ice Machine                                   | \$ | 150.00    |
| 228 | Unifirst                          | Uniforms                                            | \$ | 439.16    |
| 229 | UPS                               | Postage                                             | \$ | 7.24      |
| 230 | Water Resource Technologies       | Control Bracket, Seal Pkg, Grinder Pump, Etc        | \$ | 958.22    |
| 231 | Wildwood Ace Hardware             | Conduit, Expans Joints, Pliers, Concrete, Etc.      | \$ | 585.97    |
| 232 | Wildwood Tire Company             | Tires and Repairs                                   | \$ | 306.04    |

**GREENWOOD CEMETERY**

|     |                           |                                                  |    |        |
|-----|---------------------------|--------------------------------------------------|----|--------|
| 233 | Central Pump & Supply Inc | Hunter Battery Controller, Rotors,Solenoid,Etc.  | \$ | 552.57 |
| 234 | Wildwood Ace Hardware     | Cement, PVC, Conn Wire, Couplings, Spr.Rotor,Etc | \$ | 224.48 |

**ATTORNEYS/CONSULTANTS/SURVEYORS**

|     |                                 |           |              |
|-----|---------------------------------|-----------|--------------|
| 235 | Barnes, Ferland & Associates    | Engineers | \$ 1,828.84  |
| 236 | Jerri A. Blair                  | Attorney  | \$ 10,020.24 |
| 237 | Kimberly-Horn & Associates, Inc | Engineers | \$ 22,847.96 |

**FUEL INVENTORY**

|     |                         |                         |             |
|-----|-------------------------|-------------------------|-------------|
| 238 | Lynch Oil Company, Inc. | Ultra Low Sulfur Diesel | \$ 3,504.76 |
| 239 | Lynch Oil Company, Inc. | Unleaded Gasoline       | \$ 8,084.31 |

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**TOTAL** **\$ 537,306.87**

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CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

# *City of Wildwood, Florida*

100 N. Main Street  
Wildwood, Florida 34785

**TO:** Mayor/Commissioners

**FROM:** David Grimm, City Projects Planner/Coordinator

**RE:** Emergency Repair – US 301 Widening Project

**DATE:** June 13, 2011

The City was notified by Rainey Construction on Friday June 3, 2011 that a utility conflict had been discovered in the new stormwater pond located at US 301 and CR 214. Dave and Pete immediately went to the site and met with Rainey Construction to review the issue.

The City has an existing 12" water main and two 8" force mains that are located within the FDOT right-of-way and are in direct conflict with a new 36" storm drain that Rainey was attempting to install. It was determined that the City did not have the necessary equipment or manpower to relocate these lines. The primary issue was that the utility lines needed to be relocated immediately so as to not slow or stop the roadway construction. Rather than allow Rainey Construction to relocate the lines and bill the City, Dave requested a firm quote from them which would allow the City to determine if the relocation cost was fair and reasonable. In addition, Rainey was instructed that the City would provide all materials to keep the overall costs as low as possible.

The quote from Rainey Construction was \$3,250.00 which was determined to be fair and reasonable based on the amount of work required to relocate the utility lines. After discussion with the City Manager, Rainey was instructed to relocate the lines at the quoted price.



# Rainey Construction Co.

4477 East CR-462  
 Wildwood, FL 34785  
 (352) 748-0955 fax (352) 748-4372

JOB NO. 100

## PROPOSAL AND ACCEPTANCE

**Proposal Submitted To**

Name City of Wildwood  
 Address 100 N Main Street  
 City Wildwood State FL ZIP 34785  
 Phone 352-330-1330

Date 6/6/2011  
 Rep \_\_\_\_\_  
 Date of Plans \_\_\_\_\_

| Qty | Description                                                                                                                                                 | Unit Price | TOTAL      |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 1   | Lower Utility Mains - 2 EA 8" FM & 1 EA 12" Water<br>LS - Lower Utility Mains along US 301 north of CR 214<br>Materials to be supplied by City of Wildwood. | \$3,250.00 | \$3,250.00 |

|              |                   |
|--------------|-------------------|
| SubTotal     | \$3,250.00        |
| <b>TOTAL</b> | <b>\$3,250.00</b> |

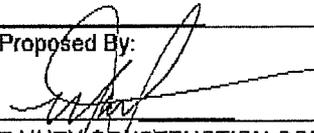
**PAYMENT TO BE MADE AS FOLLOWS:**

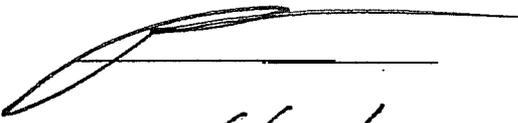
- 100% Within 30 Days Of Completion
- Monthly Draws - No Retainage
- Monthly Draws - 10% Retainage

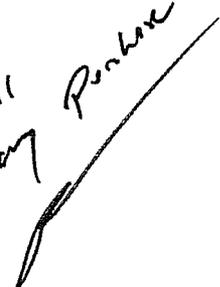
On monthly draws, payment will be due within 20days of invoice date.

Office Use Only

*All moneys not paid when due shall bear interest at the maximum rate allowed by law at the place of the project and any cost incurred in collecting said moneys, including Attorney fees and court cost will be due under this contract.*

Proposed By:   
 RAINEY CONSTRUCTION COMPANY  
 DATE: 6-6-11

Accepted By:   
 DATE: 6/7/11

OK 6/7/11  
 EMERGENCY  


**EXECUTIVE SUMMARY**

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

Work Session (Report Only)    **DATE OF MEETING:** 6/13/11  
 Regular Meeting                       Special Meeting

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

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

---

**HISTORY/FACTS/ISSUES:**

Mayor & Commission,

At the May 23<sup>rd</sup> Commission meeting staff was asked to bring back the rates of both firms for comparison purposes. Attached are the following:

- BFA last 3 scopes with rates
- KHA current rates
- 3/23/11 Executive Summary
- BFA Contract
- KHA Contract

KHA staff currently attend the following:

- Monthly Utility Meeting
- Monthly P&Z Meeting
- Monthly PRC Meeting

In addition, KHA is involved in development review, utility extension design and construction, LDR review/revisions, project inspection and close out, etc.. In order to reduce costs, limit miscommunications, and to better streamline review and design of utilities and capital facilities, staff would recommend consolidating Civil and Environmental Engineering Services into the KHA contract and tendering the 15 day termination notice to BFA.

Regards,

Robert Smith

**BFA FEES**

**WILDWOOD WASTEWATER TREATMENT PLANT EXPANSION: ADDITIONAL SERVICES 2007**

|                           |             |
|---------------------------|-------------|
| Sr. Professional Engineer | \$150.00/hr |
| Prof. Engineer            | \$90.00/hr  |
| Const. Manager            | \$78.00/hr  |
| Engineering Tech          | \$80.00/hr  |
| Administration            | \$35.00/hr  |

**CHAMPAGNE FARMS: 2008/2009**

|                                 |             |
|---------------------------------|-------------|
| Project Manager/Sr. Engineer    | \$150.00/hr |
| Sr. Hydrogeologist              | \$128.37/hr |
| Professional Engineer           | \$90.00/hr  |
| Professional Hydrogeologist     | \$86.70/hr  |
| Project Engineer/Hydrogeologist | \$78.00/hr  |
| Engineering Tech/CADD           | \$88.00/hr  |
| Administration                  | \$35.00/hr  |

**UTILITY MASTER PLAN: 2011**

|                     |             |
|---------------------|-------------|
| Sr. Project Manager | \$162.40/hr |
| Engineer III        | \$83.17/hr  |
| CAD III             | \$62.38/hr  |
| Administration      | \$32.13/hr  |

**KHA CONTRACT: 2011**

|                       |             |
|-----------------------|-------------|
| Sr. Professional      | \$155.00/hr |
| Sr. Tech Professional | \$110.00/hr |
| Professional          | \$90.00/hr  |
| CAD Tech              | \$85.00/hr  |
| Project Engineer      | \$75.00/hr  |
| Administration        | \$50.00/hr  |

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

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

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

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

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

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

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**HISTORY/FACTS/ISSUES:**

Mayor & Commission,

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

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

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

Regards,

Robert Smith

## AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Contact Person.**

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

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

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

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

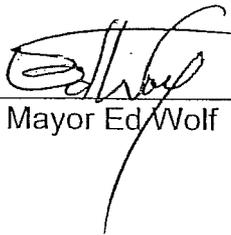
- 17. Disclosure of Conflict.** The CONSULTANT has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a conflict of interest between the CONSULTANT and his duties under this Agreement. For the purpose of this agreement, a conflict would be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

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

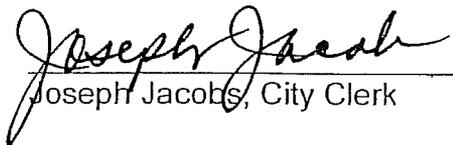
18. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained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

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

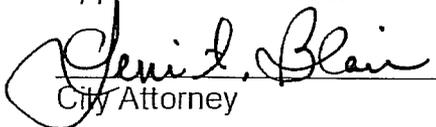
THE CITY OF WILDWOOD, FLORIDA

By:   
Mayor Ed Wolf

ATTEST:

  
Joseph Jacobs, City Clerk

Approved as to form:

  
City Attorney

Barnes, Ferland and Associates, Inc.

By:   
Printed: Daniel L. Allen  
Title: Sr. Vice President  
Date: 9/14/10



FILE

## AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Contact Person.**

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

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

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

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

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

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

THE CITY OF WILDWOOD, FLORIDA

By: [Signature]  
Mayor Ed Wolf

ATTEST:

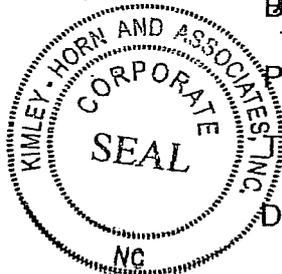
[Signature]  
Joseph Jacobs, City Clerk

Approved as to form:

[Signature]  
City Attorney

Kimley-Horn & Associates, Inc.

By: [Signature]



Printed: Richard V. Bosche

Title: Vice President

Date: 01/07/09



Kimley-Horn  
and Associates, Inc.

**EXHIBIT "A"**

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

**2009 BILLING RATE SCHEDULE  
(Subject to change annually on January 1<sup>st</sup>)**

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

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

**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** SP 1103-01 South Wildwood Industrial Park, Parcel 10 Block C

**REQUESTED ACTION:** Final approval of site plan to construct two industrial warehouse buildings with associated parking and drainage facilities.

Work Session (Report Only)      **DATE OF MEETING:** 6/13/2011  
 Regular Meeting                       Special Meeting

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

**BUDGET IMPACT:** \_\_\_\_\_

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

**HISTORY/FACTS/ISSUES:**

Case #SP1103-01 was considered by the Planning & Zoning Board on Tuesday, June 7, 2011. The Planning & Zoning Board/Special Magistrate recommends approval of the site plan.

Staff recommends that the Commission accept the Planning & Zoning Board's recommendation subject to approval, exemption or permitting of the project by all agencies of competent jurisdiction.

Melanie Peavy  
Development Services Director

# HARMER PARCEL 10, BLOCK C

03/17/2011

DEVELOPER/OWNER: HARRY HARMER  
ADDRESS: 3200 NE 37TH PL  
WILDWOOD, FL 34785  
PHONE: (352) 303-1327

UTILITY COMPANIES:

WATER-CITY OF WILDWOOD  
100 N. MAIN STREET  
WILDWOOD, FL 34785  
352-330-1335

PROGRESS ENERGY  
1525 INDUSTRIAL OAKS DR.  
WILDWOOD, FL 34785  
352-748-2556

EMBARQ  
BOX 490048  
LEESBURG, FL 34749  
352-326-1599

BRIGHTHOUSE NETWORKS  
730 S. MAIN STREET  
WILDWOOD, FL 34785  
352-748-7664

LEGAL DESCRIPTION:

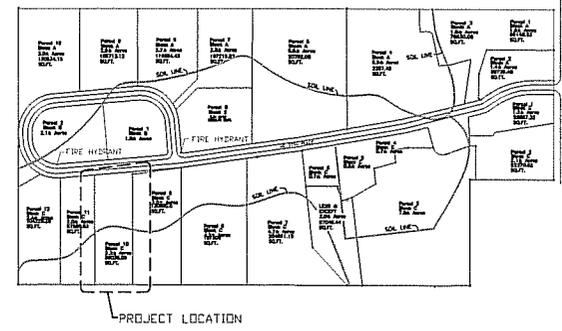
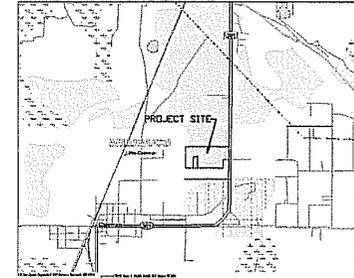
PARCEL 10, BLOCK C, SOUTH WILDWOOD INDUSTRIAL PARK.

LIST OF PERMITS:

|                  |                              |
|------------------|------------------------------|
| AGENCY           | PERMIT                       |
| SWFWMD           | ENVIRONMENTAL RESOURE PERMIT |
| DEPT. OF HEALTH  | SEPTIC PERMIT                |
| CITY OF WILDWOOD | SITE PERMIT                  |
| CITY OF WILDWOOD | BUILDING PERMIT              |

USE OF BUILDINGS:

BUILDING 1 (4080 SQ. FT.) WAREHOUSE FOR HVAC CO.  
BUILDING 2 (9600 SQ. FT.) WAREHOUSE UNSPECIFIED CO.



LOCATION MAP OF PROJECT SITE  
N.T.S.

DRAWING INDEX:

- 1 COVER
- 2 SITE PLAN
- 3 SITE DRAINAGE PLAN
- 4 TYPICAL DETAILS

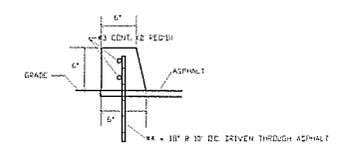
Moore & Moore Engineering, Inc.  
cert. of Auth. #00008101  
Michael D. Moore, P.E.  
Fl. No. 44749  
Box 548  
Honnosassa, Florida 34467  
352-621-3004 1-800-660-8850  
Fax. 888-361-9769

| Date | Sheet | By | Description |
|------|-------|----|-------------|
|      |       |    |             |
|      |       |    |             |
|      |       |    |             |

- LEGEND**
- EXISTING CONTOUR LINES
  - EXISTING OVER HEAD POWER LINE
  - TOP OF BANK
  - EXISTING EASEMENT
  - PROPOSED FENCE
  - PROPOSED BUILDINGS
  - PARKING SPACES
  - WATER MAIN
  - SILT FENCE
  - PROPOSED GRADE
  - PRE-DEV. FLOW DIRECTION
  - POST-DEV. FLOW DIRECTION
  - PROPERTY LINE / PROJECT AREA
  - EDGE OF EXISTING PAVEMENT
  - EDGE OF PROPOSED PAVEMENT
  - PROPOSED SWALE
  - PROPOSED CONTOUR LINES
  - STORM DRAIN
  - WATER METER
  - EXISTING GRADE
  - SEPTIC LINE
  - PROPOSED EASMENT
  - EXISTING DRAINAGE BOUNDARY
  - SANITARY CLEAN OUT
  - POWER BOX

DISABLED PARKING SIGN SPECIFICATIONS  
 REFER TO 2003 MINIMUM WALKWAY 119-25  
 DIMENSIONS: 10" HIGH X 12" WIDE X 60" THICK  
 UPPER HALF: 1/2" COLOR + BLUE BACKGROUND WHITE SYMBOL  
 BOTTOM HALF: 1/2" COLOR + BLUE BACKGROUND WHITE SYMBOL  
 SIGN MATERIAL SHALL BE ALUMINUM ALLOY 6061 OR EQUAL  
 1/2" BOLTS-13" BUSHING COLOR: 10P/WHITE BOTTOM/BLACK  
 1/2" BOLTS-13" BUSHING COLOR: 10P/WHITE BOTTOM/BLACK

STRUCTURAL SUPPORT APPROVED STEEL FLANGED CHANNEL POST, 2.5 LB/FT (LEVEL 1)  
 MINIMUM EMBEDED = 3'. MINIMUM ANCHORING HEIGHT = 8" (17) ABOVE GRADE  
 2X4S ALUMINUM ALLOY 6061-T6 OR STAINLESS STEEL  
 1/2" ALUMINUM ALLOY 6061-T6 OR 6061-T6 OR STAINLESS STEEL  
 LEGS WELDING ALUMINUM WITH 2024 OR STAINLESS STEEL  
 STAINLESS HARDWARE 44211 304 MAY BE SUBSTITUTED



**CONCRETE CURB DETAIL**  
 N12  
 NOTE: CONCRETE 2500 PSI COMP. STRENGTH REBAR GRADE 40

**HANDICAPPED APPLICATIONS**  
 DEPARTMENT OF COMMUNITY AFFAIRS  
 FLORIDA BOARD OF BUILDING CODES AND STANDARDS  
 JANUARY 1990

| TOTAL PARKING | REQD SPACES |
|---------------|-------------|
| 1 - 25        | 1           |
| 26 - 50       | 2           |
| 51 - 75       | 3           |
| 76 - 100      | 4           |
| 101 - 150     | 5           |
| 151 - 200     | 6           |
| 201 - 300     | 7           |
| 301 - 400     | 8           |

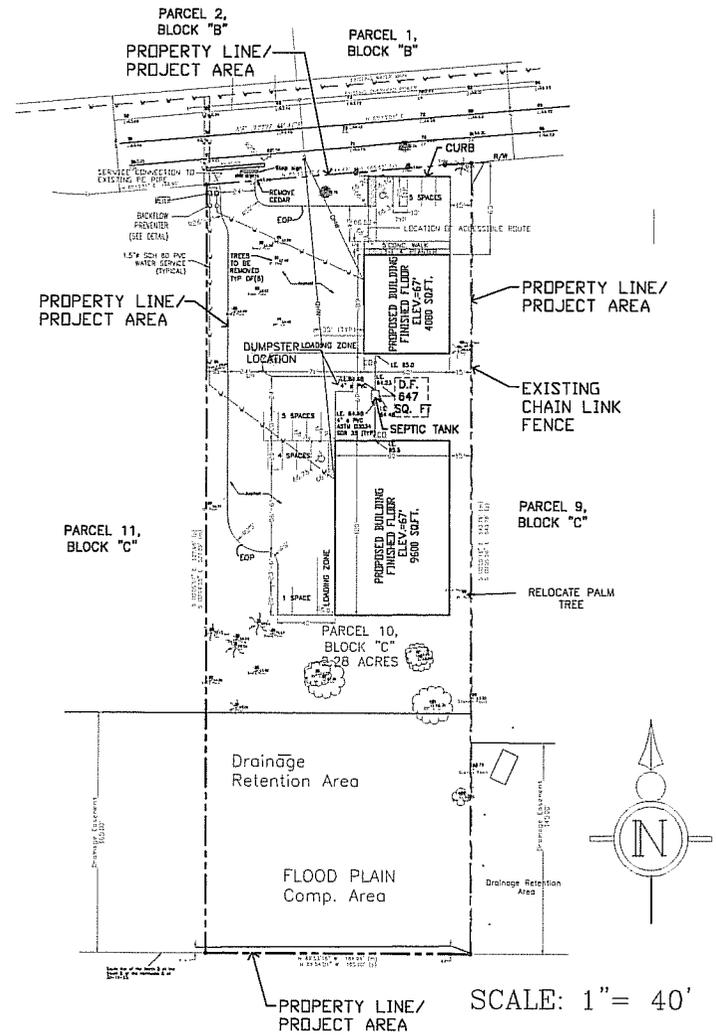
**PARKING:**

LOADING AISLE MUST BE A PART OF ACCESSIBLE ROUTE

PARALLEL PARKING SPACES SHALL BE LOCATED AT EITHER THE BEGINNING OR END OF A BLOCK. EACH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY OR THE CAPTION "PARKING BY DISABLED PERMIT ONLY" OR BEARING BOTH SUCH SYMBOL AND CAPTION.

**RAMPS:**

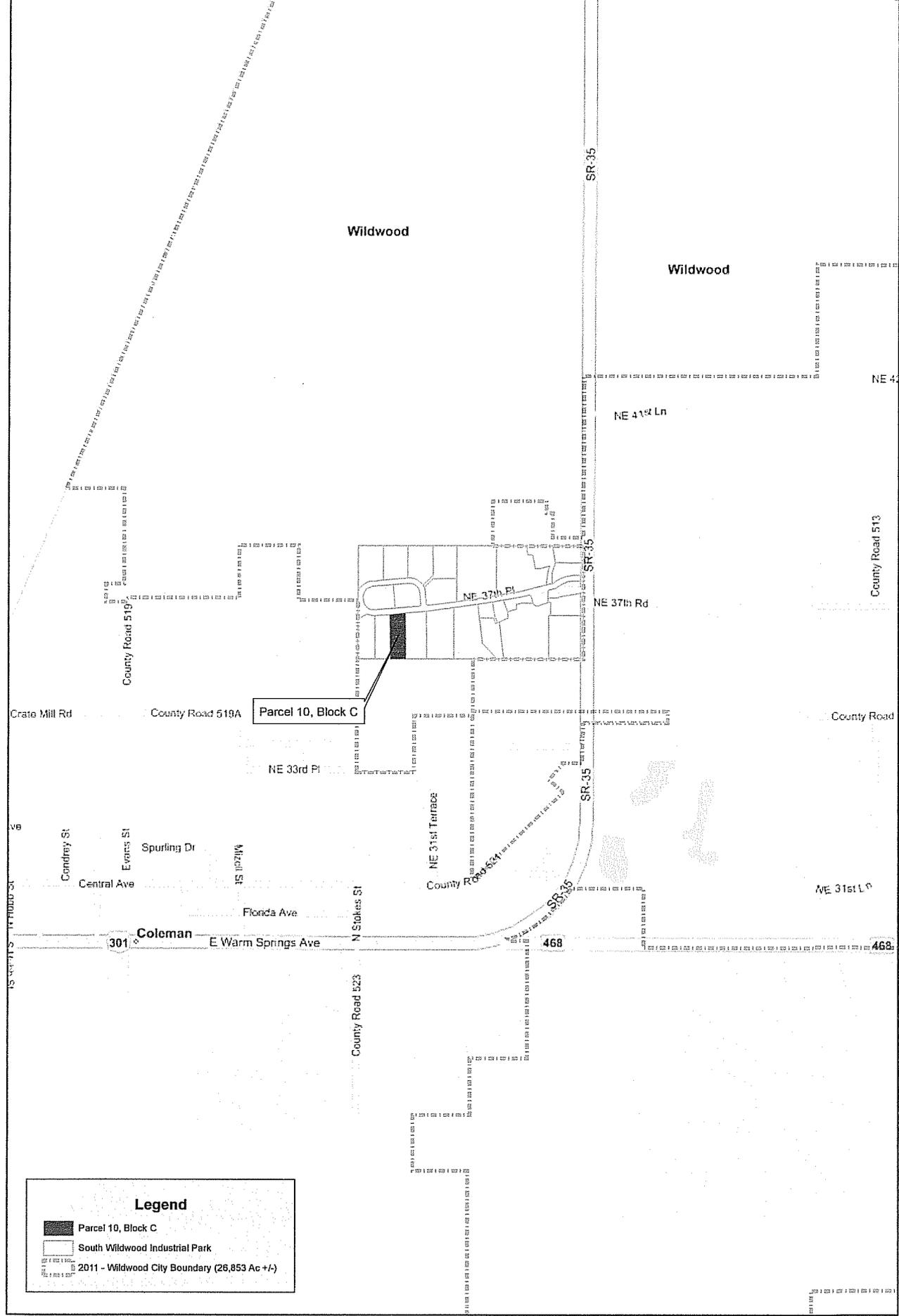
CURB RAMPS SHALL BE PROVIDED WHEREVER AN ACCESSIBLE ROUTE CROSSES A CURB. RAMPS OR CURB-CUTS FROM PARKING AREAS THAT ARE PRIVATELY OWNED, TO A WALKWAY LEVEL, SHALL BE PROVIDED AND IF MORE THAN ONE IS PROVIDED, SHALL BE SPACED ALONG SUCH WALKWAYS AT INTERVALS OF NO MORE THAN 100 FEET AND SUCH RAMPS OR CURB-CUTS SHALL BE LOCATED AS CLOSE AS PRACTICAL TO MAIN ENTRANCES AND EXITS TO BUILDINGS. THE SLOPE SHALL BE MEASURED AS SHOWN AT 1:20. CURB-CUTS USED IN LIEU OF RAMPS SHALL HAVE A MAXIMUM RISE OF 8 INCHES. MINIMUM WIDTH OF 44 INCHES.



- TOTAL IMPERVIOUS AREA = 0.87 ACRES. TOTAL PERMITTED IMPERVIOUS AREA = 2.25 ACRES.
- PROPOSED NUMBER OF PARKING SPACES = 15, INCLUDING TWO HANDICAPPED SPACES. AREA OF DRIVEWAY AND PARKING IS .56 ACRES.
- THE PERCENTAGE OF PROPERTY COVERED BY STRUCTURES OR BUILDINGS IS 14%.
- NO GENERATION OF HAZARDOUS WASTE IS ANTICIPATED AT THE SITE. ANY SOLID WASTE GENERATED WILL BE DISPOSED OF IN COMPLIANCE WITH STATE REGULATIONS AND CITY CODES.
- DRAINAGE SYSTEM WILL BE CONSTRUCTED AND MAINTAINED AS DESIGNED, AND WILL PROVIDE FOR A 25-YEAR, 24-HOUR DESIGN STORM EVENT WITHOUT ADVERSELY AFFECTING THE ADJOINING PROPERTIES.
- SITE IS TO BE USED FOR INDUSTRIAL PURPOSES, ZONING IS INDUSTRIAL.
- PROPOSED DATE OF COMPLETION FOR PROJECT IS DECEMBER 2011.
- SOIL CLASSIFICATION AS IDENTIFIED BY U.S. DEPT. OF AGRICULTURE SOIL CONSERVATION SERVICE IS SPARR.
- PROPOSED BUILDINGS ARE TO BE ONE-STORY, 27' HIGH WITH THE NUMBER OF EMPLOYEES PROJECTED TO BE 10.
- EXTEND EXISTING PE WATER SERVICE TO THE METER LOCATION AND INSTALL BACKFLOW PREVENTER AND SERVICE USING 1.5 INCH SCHEDULE 80 PVC PIPE (SEE DETAIL). INSTALL IN CONFORMANCE WITH UTILITY REQUIREMENTS.
- NUMBER OF REQUIRED PARKING SPACES: (13,680 SQ.FT. WAREHOUSE) (1 PARKING SPACE/1,000 SQ.FT.) = 14 PARKING SPACES.
- NO WETLANDS EXIST ON PARCEL 10, BLOCK C. FLOOD PLAIN ELEVATION IS 62.39 FEET NGVD.
- CONTRACTOR SHALL VERIFY SEPTIC TANK/DRAINFIELD LOCATION AND ELEVATIONS. INSTALLATION TO COMPLY WITH PERMIT # AP996272. ANY CHANGES SHALL BE REPORTED TO THE ENGINEER VIA RED LINE DRAWINGS.
- ALL SITE SEWER PIPE SHALL BE 4 INCH DIAMETER ASTM D3034 SDR 35 UNLESS NOTED.

| Date | By | Description | Date | By | Description | Date | By | Description |
|------|----|-------------|------|----|-------------|------|----|-------------|
|      |    |             |      |    |             |      |    |             |
|      |    |             |      |    |             |      |    |             |

|                                                                                                                                     |                                                                                                         |                                        |                                                                                                                                                                                           |                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| SURVEYOR: BILLY EARL OWENS, PSM<br>SURVEYOR AND MAPPER<br>ADDRESS: 494 CR 416N<br>LANE DANESBORO, FL 33538<br>PHONE: (352) 793-2854 | DEVELOPER/OWNER: HARRY HARVER<br>ADDRESS: 3203 W 37TH PL<br>WILDWOOD, FL 34785<br>PHONE: (352) 303-1327 | HARMER PARCEL 10, BLOCK C<br>SITE PLAN | Moore & Moore Engineering, Inc.<br>2001 W. 40th #2020<br>MICHIGAN D. MOORE, P.E.<br>FL NO. 44749<br>REV. 4-80<br>MOBILE: 352-368-3487<br>352-368-3004 1-800-648-8553<br>FAX: 352-368-9769 | Drawn By: M.L.N.<br>Date: 03/27/11<br>Scale: N/A<br>Approved By:<br>Checked By:<br>Revised:<br>SHEET: 2 of 4 |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|



**Legend**

- Parcel 10, Block C
- South Wildwood Industrial Park
- 2011 - Wildwood City Boundary (26,853 Ac +/-)



1 inch = 1,000 feet

South Wildwood Industrial Park  
Parcel 10, Block C



**CITY OF WILDWOOD  
PLANNING & ZONING BOARD/SPECIAL MAGISTRATE  
RECOMMENDATION**

---

The case below was heard on Tuesday, June 7, 2011, by the Planning and Zoning Board/Special Magistrate. City staff seeks a recommendation to the City Commission on the following case:

**Case:** SP1103-01  
Harry Harmer Parcel 10 Block C  
Site Plan approval to construct two industrial warehouse  
Buildings, paved parking, and drainage facilities.

Based upon the testimony and information provided today and submission of the Site Plan pursuant to the requirements of the LDRs section 4.3 and 4.4, **I recommend approval of the project.**

Dated: \_\_\_\_\_

*Proposed*

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

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Villages of Wildwood DRI - 3<sup>rd</sup> NOPC to the Development Order

Request to set public hearing date of July 11, 2011

**REQUESTED ACTION:**

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 6/13/11  
 Special Meeting

**CONTRACT:**

N/A  
Effective Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_

Annual  
 Capital  
 N/A

**FUNDING SOURCE:** \_\_\_\_\_  
**EXPENDITURE ACCOUNT:** \_\_\_\_\_

**HISTORY/FACTS/ISSUES:**

The Villages of Lake Sumter, Inc. has submitted a 3rd Notice of Proposed Change to the Villages of Wildwood DRI Development Order.

Florida Statute 380.06 requires that the local government give 15 days' notice and schedule a public hearing to consider the change that the developer asserts does not create a substantial deviation.

Therefore, staff requests that the public hearing date be set for July 11, 2011 during the 7:00 p.m. Commission meeting.

Melanie Peavy  
Development Services Director

**LEGEND**

- VILLAGES OF SUMTER DRI BOUNDARY
- VILLAGES OF WILDWOOD DRI BOUNDARY
- COUNTY LINE
- R.O.N.
- MIXED USE:  
May include one or more of the following:  
Retail, Service, Office, Recreation,  
Residential, Institutional, Life Care  
Services (ALF, SNF, ILF), Hospital and  
associated storm water ponds.
- EDUCATIONAL/INSTITUTIONAL
- STORM-WATER
- WETLAND

**THIRD AMENDMENT TO  
THE VILLAGES OF  
WILDWOOD DRI (THIRD  
SUBSTANTIAL  
DEVIATION VILLAGES  
OF SUMTER DRI)**  
APRIL, 2011

**MASTER  
DEVELOPMENT  
PLAN**



1020 Lake Sumter Landing  
The Villages, Florida 32162

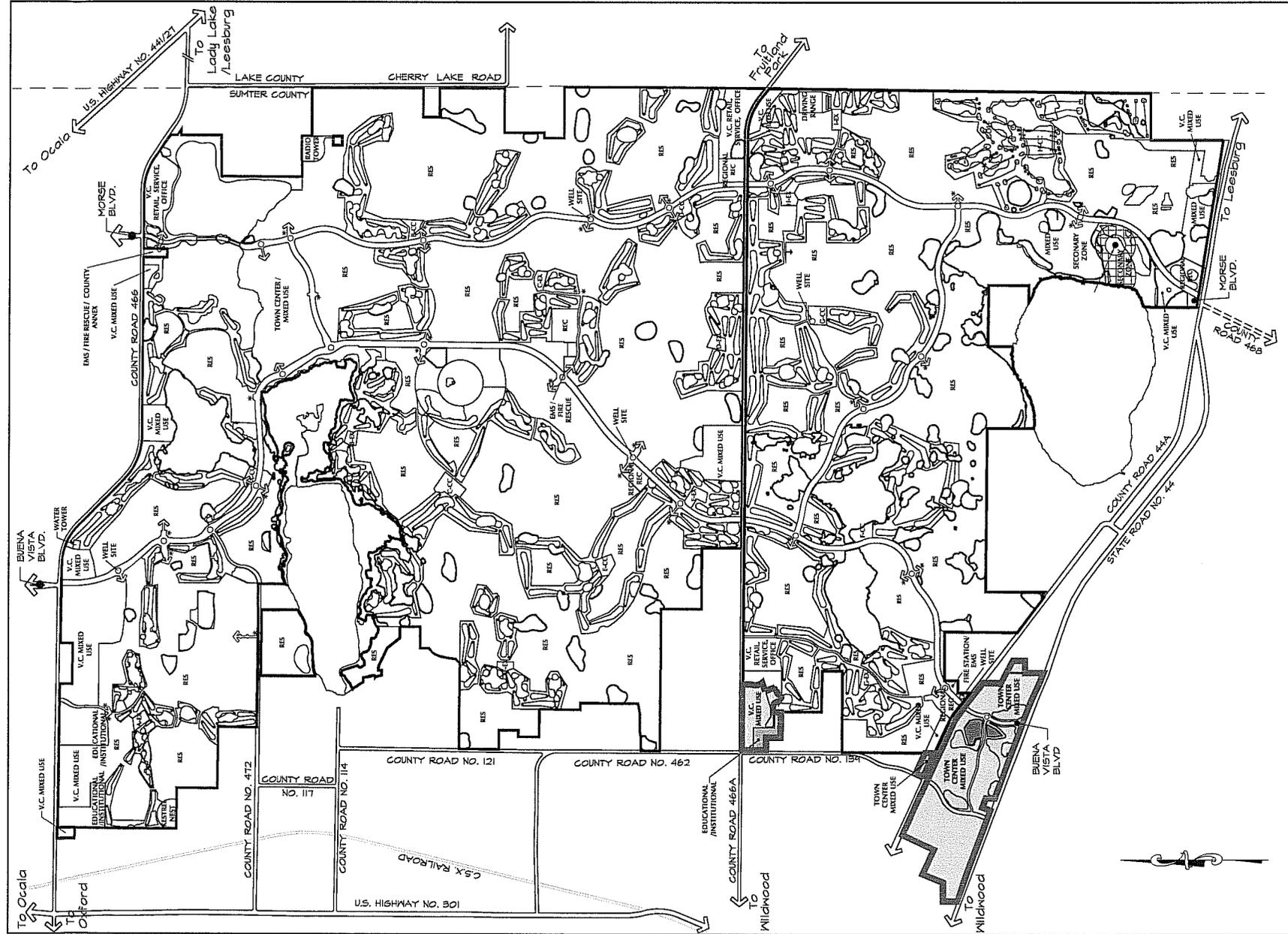
**Arnett**  
Environmental, LLC

1038 Lake Sumter Landing The Villages, FL 32162  
Tel No. (352)753-4747 Fax No. (352)753-1296  
Certificate of Authorization Number: 27495



|             |          |
|-------------|----------|
| Job number: |          |
| File name:  | MAP H    |
| Date:       | 03-28-11 |
| Drawn by:   | KMK      |
| Checked by: | SRV      |
| Revisions:  |          |

**MAP H**



**3. NEW BUSINESS-ACTION REQUIRED g. 3 General Items for Consideration Villages of Wildwood DRI - 3rd NOPC to the Development Order - Request to set public hearing date of July 1, 2011**

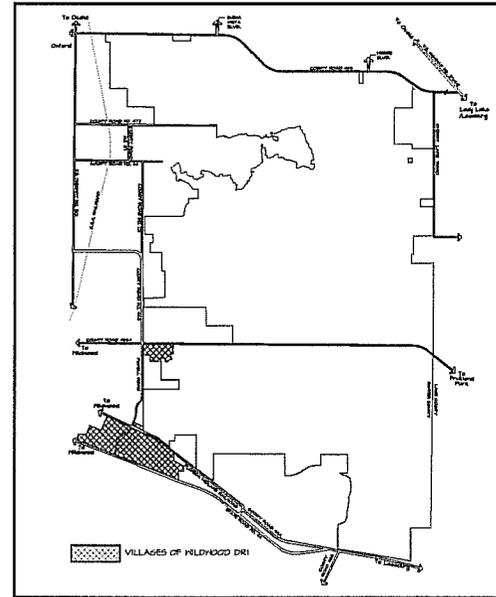
The Villages of Wildwood - Phasing Schedule

| LAND USE                                            | Phase I<br>2009-2011 | Phase II<br>2012-2014 | Total     |
|-----------------------------------------------------|----------------------|-----------------------|-----------|
| <b>MIXED USE</b>                                    |                      |                       |           |
| RETAIL SERVICE (gs) (TOWN CENTER & VILLAGE CENTERS) | 300,000              | 988,258               | 1,288,258 |
| OFFICE (gs)                                         | 0                    | 14,400                | 14,400    |
| HOTEL (rooms)                                       | 0                    | 200                   | 200       |
| HOSPITAL (beds)                                     |                      | 300                   | 300       |
| ATTRACTION / RECREATION THEATER (SCREENS)           |                      | 8                     | 8         |
| <b>EDUCATIONAL / INSTITUTIONAL</b>                  | 0                    | 49,714                | 49,714    |

The Villages of Wildwood - Land Use Allocation

| LAND USE                                       | VILLAGES OF WILDWOOD DRI |       |                                      |       |             |                        |
|------------------------------------------------|--------------------------|-------|--------------------------------------|-------|-------------|------------------------|
|                                                | ACREAGE                  | UNITS | NON-RESIDENTIAL<br>GROSS SQUARE FEET | OTHER | NET DENSITY | PERCENT<br>TOTAL ACRES |
| <b>MIXED USE</b>                               | 302                      |       |                                      |       |             | 60.61                  |
| RETAIL SERVICE (TOWN CENTER & VILLAGE CENTERS) |                          |       | 1,288,258                            |       |             |                        |
| OFFICE (TOWN CENTER & VILLAGE CENTERS)         |                          |       | 14,400                               |       |             |                        |
| HOTEL (ROOMS)                                  |                          |       |                                      | 200   |             |                        |
| HOSPITAL (BEDS)                                |                          |       |                                      | 300   |             | 12.87                  |
| ATTRACTION / RECREATION (THEATER)              |                          |       |                                      | 8     |             |                        |
| <b>EDUCATIONAL / INSTITUTIONAL</b>             | 14                       |       | 49,714                               |       |             | 3.54                   |
| <b>WETLANDS</b>                                | 12                       |       |                                      |       |             | 3.03                   |
| <b>ROADS</b>                                   | 17                       |       |                                      |       |             | 4.3                    |
| <b>PARKS / OPEN SPACE / BUFFERS</b>            | 1                        |       |                                      |       |             | 0.25                   |
| <b>STORMWATER</b>                              | 50                       |       |                                      |       |             | 15.4                   |
| <b>TOTAL</b>                                   | 396                      | 0     | 1,352,372                            |       |             | 100                    |

NOTE: ACREAGES SHOWN ARE ROUNDED TO THE NEAREST WHOLE NUMBER AND SUBJECT TO CHANGE BASED ON SURVEY AND ENGINEERING. ACREAGE FOR OFFICE USE IS INCLUDED IN THE TOWN AND VILLAGE CENTERS MIXED USE AREAS



THIRD AMENDMENT TO  
THE VILLAGES OF  
WILDWOOD DRI (THIRD  
SUBSTANTIAL  
DEVIATION VILLAGES  
OF SUMTER DRI)  
APRIL, 2011

MASTER  
DEVELOPMENT  
PLAN

**The Villages**

1020 Lake Sumter Landing  
The Villages, Florida 32162

**Arnett**  
Environmental, LLC

1030 Lake Sumter Landing, The Villages, FL 32162  
Tel No. (352)753-4747 Fax No. (352)753-1295  
Certificate of Authorization Number: 27485

Job number:  
File name: MAP H-1  
Date: 3-28-11  
Drawn by: KMK  
Checked by: SRV  
Revisions:

MAP H-1



3. NEW BUSINESS-ACTION REQUIRED  
g. 4 General Items for Consideration  
Selection of representative as voting  
delegate at the Florida League of Cities  
Annual Conference

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.flcities.com



TO: Municipal Key Official  
FROM: Michael Sittig, Executive Director  
DATE: May 16, 2011  
SUBJECT: 85th Annual FLC Conference – Cities Work  
VOTING DELEGATE AND RESOLUTION INFORMATION  
August 11-13, 2011 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 11-13. This year we are celebrating Cities Work which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2010, which are the same as the 2010 Census.

Registration materials will be sent to each municipality the week of June 1st. Materials will also be posted on-line. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. Proposed resolutions must be received by the League no later than July 6, 2011.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. Voting delegate forms must be received by the League no later than August 1, 2011.

Attachments: Form Designating Voting Delegate  
Procedures for Submitting Conference Resolution

President **Joy Cooper**, Mayor, Hallandale Beach

First Vice President **Patricia J. Bates**, Mayor, Altamonte Springs • Second Vice President **Manny Maroño**, Mayor, Sweetwater  
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**85th Annual Conference**  
**Florida League of Cities, Inc.**  
**August 11-13, 2011**  
**Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

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

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:  
Gail Dennard  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Or Fax to Gail Dennard at (850) 222-3806

**Procedures for Submitting Resolutions**  
**Florida League of Cities' 85th Annual Conference**  
**World Center Marriott**  
**Orlando, Florida**  
**August 11-13, 2011**

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 6, 2011, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

## **Important Dates**

### **May 27, 2011**

Notice to Local and Regional League Presidents and Municipal Associations  
regarding the Resolutions Committee

### **June 15**

Appointment of Resolutions Committee Members

### **July 6**

Deadline for Submitting Resolutions to the League office

### **August 11**

League Standing Council Meetings  
Resolutions Committee Meeting  
Voting Delegates Registration (also available Aug. 12th)

### **August 13**

Immediately Following Breakfast – Pick Up Voting Delegate Credentials  
Followed by Annual Business Session

## TECHNICAL MEMORANDUM

Date: June 1, 2011

To: City of Wildwood

Re: **Water, Wastewater, and Reclaimed Water Transmission System Update**

---

### SECTION I – BACKGROUND

#### 1.1 Purpose

The purpose of this Technical Memorandum (TM) is to provide a summary of the model development and model results of the Water, Wastewater, and Reclaimed Water Transmission System Update and to present relative cost analysis of Wastewater Treatment Plant site alternatives. The following provides a summary of the existing conditions, proposed improvements, and various modeling scenarios for each system.

#### 1.2 Project Description

The City of Wildwood, located in central Sumter County, is a regional provider of water, wastewater, and reclaimed water services. In 2005, BFA developed a Master Plan for the City based on the planned growth in their service area. Over the past 5 years, the City has made changes to the service area, land use, and demand projections based on the changing growth patterns in the City's service area. The City has also recently adopted a Comprehensive Plan that reflects these planning level changes.

To be consistent with the recently adopted Comprehensive Plan, the City requires an update of the transmission system analysis previously included in the 2005 Master Plan. The Transmission System Update will include hydraulic modeling of the water, wastewater, and reclaimed water systems based on the projected growth within the City's service area. In addition, the City now has available land area to expand its existing wastewater treatment plant (WWTP). The previous wastewater transmission system analysis was based on treatment being provided at four facilities: the existing WWTP, a future WWTP at the proposed Landstone Development, and two package treatment plants. This report will evaluate and provide a conceptual costing analysis for a single WWTP and an updated two-WWTP alternative.

The planning period for this project is 2035. The primary scope of services for the Transmission System Update is as follows:

- Data collection;
- Hydraulic model development and modeling of various scenarios;
- Model results analysis and transmission system improvement maps; and
- Wastewater treatment facility alternatives analysis.

### 1.3 Data Collection

Data gathering focused on compiling available information and identifying sources of information necessary to provide an update of the hydraulic model for each system. The following data was provided by the City:

- Existing and future land use within the City's service area, including the Joint Planning Area (JPA);
- Historical and projected water demand and wastewater flow data (water demand and wastewater flow projections are summarized in documents provided by the City and are included in **Appendix A**);
- Planned developments within the service area;
- Water, wastewater, and reclaimed system components in GIS including water and wastewater plants, storage facilities, pumping stations, transmission/distribution pipes, effluent disposal sites, and reclaimed water users; and
- Topographic information.

### 1.4 Cost Estimates

Industry standard construction unit cost factors and cost curves from similar projects and utility master plans were used to develop relative cost estimates for each scenario. These unit cost factors and cost curves were updated and presented in terms of year 2011 dollars and include a 25% contingency to cover engineering, administrative, funding and unknown/undeveloped details costs to represent total estimated capital costs for the improvements.

## SECTION II – WATER TRANSMISSION SYSTEM

### 2.1 Model Development

Based on the available data provided by the City, a hydraulic model was developed utilizing H2OMAP Water GIS Suite 8.0 for the water transmission system to identify necessary storage, pumping, and transmission system improvements to meet the projected 2035 water demand. The following assumptions/conditions and system elements are included in the model.

- Existing pipes 8-inch in diameter and larger were included in the model for all model scenarios. Pipes 6-inch in diameter were only included when looped with larger pipes. Smaller pipes were not included in the hydraulic analysis.
- By 2035, potable water will be supplied to the City's service area from the future Champagne Farms WTP and an expanded CR501 WTP. All other existing WTPs are no longer in service.
- The existing CR214 Storage and Pumping Facility (SPF) would remain in service and possibly be expanded to serve the northeast portion of the City's service area.
- The future demand at 2035 was analyzed to determine future transmission main layout and sizing (an average daily flow (ADF) of 15.75 MGD).

- The demand was allocated to the model junctions using H2OMAP Water’s Demand Allocator. The Polygon Intersection method was utilized to allocate flows from different land use parcels in the GIS layer to the closest junctions.
- Three demand scenarios were modeled to simulate/determine system capacity and reliability. Demand scenarios include Average Daily Flow (ADF), Max Day Flow plus Fire Flow (MD), and Peak Hour Flow (PH).

## 2.2 Modeling Criteria

The effectiveness of the hydraulic model utilized as a planning tool is highly dependent on the accuracy of the assignment of hydraulic modeling parameters. Hydraulic design parameters used as model inputs include junction demands, design flow peaking factors, pipe friction factors, pump curves and junction elevations. Assignment of pipe friction factors and allocation of demands in the system have the most significant impact on model results. Appropriate Hazen-Williams C-factors were assigned initially based on pipe material, age, and size. A C-factor of 120 was utilized for existing pipes under 16-inch, and a C-factor of 135 was used for new pipes or existing pipes 16-inch and above.

Table 2-1 is a summary of the hydraulic design parameters for water transmission system used for this analysis.

**Table 2-1 Hydraulic Design Parameters for Water Transmission System**

| Parameter              | Description               | Values       |
|------------------------|---------------------------|--------------|
| Design Pressures       | Min (Max Day + Fire Flow) | 40 psi       |
|                        | Min (Peak Hour)           | 30 psi       |
|                        | Max                       | 80 psi       |
|                        | Normal                    | 40 to 70 psi |
| Design Peaking Factors | Peak Hour/Avg. Day        | 3            |
|                        | Max Day/ADF               | 1.5          |
| Design Velocities      | Max                       | 7 fps        |
| Fire Flow (FF)         | Residential               | 500 gpm      |
|                        | Commercial & Multifamily  | 1,500 gpm    |
|                        | Industrial, DRI 1 & DRI 4 | 3,000 gpm    |
| Model Scenarios        | Average Day               | 15.75 MGD    |
|                        | Max Day + Fire Flow       | --           |
|                        | Peak Hour                 | 47.25 MGD    |

## 2.3 Model Results

Based on the modeling criteria in Table 2-1, three model scenarios were run with various proposed system improvements, including improvements to WTPs, SPFs, and transmission piping. These improvements are shown in Figure 1 and summarized as follows.

WTPs

- CR501 WTP: Improvements are required to increase the facility’s capacity to 15.1 MGD (Peak Hour) with an operating pressure of 56 psi.
- Champagne Farms WTP: The future Champagne Farms WTP has an operational capacity of 15.3 MGD (Peak Hour) and an operating pressure of 73 psi.

SPFs

- Existing CR214 SPF: Additional storage and pumping is required to maintain the level of service in the northeast portion of the City’s service area. This area has high elevations and low pressure during peak hour system demand. This facility requires 1.0 MG of storage and 5,500 gpm of high service pumping capacity with an operating pressure of 50 psi.
- New South SPF: The new SPF located near the intersection of the N US301 and CR514 requires 1.5 MG of storage capacity with 5,500 gpm of high service pumping and an operating pressure of 64 psi. The purpose of this facility is to improve the low-pressure conditions in the City’s downtown area and along E SR44 corridor during peak hour system demand. The City will need to acquire land for this facility. Coordination with future developers may be feasible in this area.

Transmission System

To meet the projected 2035 water demand, the transmission system improvements include paralleling new mains to existing mains or constructing new mains along transmission corridors where there are currently no mains. Based on the modeling results, approximately 300,100 feet of 8-inch through 36-inch mains are proposed for the water transmission system to meet future demands. The sizes and locations of the new transmission mains are shown in **Figure 1**. **Table 2-2** provides a summary of the proposed transmission mains.

**Table 2-2 Water Transmission System Improvements**

| Pipe Diameter (inch) | Unit Cost | Current Model<br>(2035 Demand, Two WTPs) |              | 2005 Model<br>(2025 Demand, Seven WTPs) |              |
|----------------------|-----------|------------------------------------------|--------------|-----------------------------------------|--------------|
|                      |           | Quantity (ft)                            | Total Cost   | Quantity (ft)                           | Total Cost   |
| 6                    | \$35      | 0                                        | \$0          | 8,350                                   | \$292,250    |
| 8                    | \$44      | 13,700                                   | \$602,800    | 14,140                                  | \$622,160    |
| 10                   | \$68      | 0                                        | \$0          | 1,780                                   | \$121,040    |
| 12                   | \$74      | 126,800                                  | \$9,383,200  | 286,510                                 | \$21,201,740 |
| 16                   | \$94      | 58,400                                   | \$5,489,600  | 54,310                                  | \$5,105,140  |
| 20                   | \$132     | 37,200                                   | \$4,910,400  | 930                                     | \$122,760    |
| 24                   | \$148     | 52,200                                   | \$7,725,600  | 3,940                                   | \$583,120    |
| 30                   | \$180     | 8,000                                    | \$1,440,000  | 1,510                                   | \$271,800    |
| 36                   | \$220     | 3,800                                    | \$836,000    | 0                                       | \$0          |
| <b>Total</b>         |           | 300,100                                  | \$30,387,600 | 371,470                                 | \$28,320,010 |

## SECTION III – WASTEWATER TRANSMISSION SYSTEM

### 3.1 Model Development

Based on the available data provided by the City, a hydraulic model was developed utilizing H2OMAP Water GIS Suite 8.0 to identify necessary pumping and piping improvements in the wastewater transmission system to meet the projected 2035 wastewater flows. Two treatment plant scenarios were modeled to identify comparative costs for each scenario. The models were developed to include the following assumptions/conditions and system elements.

- Two scenarios were modeled: Scenario 1 includes expanding the existing WWTP to meet the wastewater flow projections for 2035. Scenario 2 includes expanding the existing WWTP and constructing a new WWTP located at the Landstone Development in the south portion of the City’s service area.
- Wastewater flow projections for 2035 are 8.1 MGD Average Daily Flow (ADF) as provided in the City’s Comprehensive Plan.
- A Flow Model analysis was performed to simulate and determine system capacity and future transmission main sizing.
- The Flow Model included simulated system peak flow based on inputs using the H2OMAP Water’s Demand Allocator function. Flow allocations were based on current land use/population data and unit demands provided in the City’s Comprehensive Plan.
- Flow inputs were located at existing pump stations and near areas projected to develop by 2035.
- Only master re-pump stations within the transmission system were identified since it is anticipated that pump stations servicing future developments will be sized and constructed by developers.

### 3.2 Modeling Criteria

A Hazen-Williams C-factor of 120 was utilized for existing pipes under 14-inch, and a C-factor of 135 was used for new pipes or existing pipes 14-inch and above. A summary of hydraulic design parameters utilized in the hydraulic analysis is provided below.

- **Force Main Design Criteria**  
 Maximum velocity: 5 fps  
 Minimum velocity: 2.0 fps
- **Table 3-1 – Wastewater Peaking Factors**

| Minimum Flow Range (gpd)     | Peak Factor |
|------------------------------|-------------|
| Flows to 100,000             | 4.0         |
| 100,000 to 250,000           | 3.5         |
| 250,000 to 1,000,000         | 3.0         |
| Flows greater than 1,000,000 | 2.5         |

### 3.3 Model Results

Based on the modeling criteria in Section 3.2, model runs were performed for each scenario and transmission piping and pumping improvements were proposed for each scenario. These improvements are shown in **Figures 2** and **3** and are further discussed and summarized.

#### 3.3.1 Scenario 1 with One Wastewater Treatment Plant

##### Wastewater Treatment Plant

The existing WWTP required a capacity of 8.1 MGD (ADF), which is 4.55 MGD ADF of additional treatment capacity. The City has sufficient land around the existing WWTP to accommodate this expansion. A footprint of this expansion at the existing site is included in **Appendix B**. **Appendix B** also includes a figure showing City-owned parcels around the existing wastewater treatment plant.

##### Re-Pump Stations

Two wastewater master re-pump stations were required to maintain design pumping and pressure parameters within the model. The master re-pump station in the north requires 2,600 gpm of capacity with an operating pressure of 39 psi, and the station in the south requires 3,500 gpm of capacity with an operating pressure of 36 psi.

##### Transmission Piping

New pipes were proposed along major roadways where there are currently no existing transmission mains. Existing mains that did not meet the hydraulic design criteria were either replaced or paralleled with new mains. The transmission system was modified through general model simulations to optimize the pipe sizes and locations and limit re-pumping in order to meet the projected 2035 wastewater flows. **Table 3-2** provides a summary of the total quantity of transmission mains for Scenario 1.

#### 3.3.2 Scenario 2 with Two Wastewater Treatment Plants

This scenario includes two WWTPs. The existing WWTP that is located in the downtown area serves the City's service area to the north of the plant and the nearby areas to the south of the plant. The proposed Landstone WWTP that is located south of C-470 E serves the rest of the City's service area, which includes most of the areas south of CR156. The proposed improvements are shown in **Figure 3** and summarized as follows.

##### Wastewater Treatment Plant

The existing WWTP would require a capacity of 4.7 MGD (ADF), which is 1.15 MGD ADF of additional treatment capacity. The proposed WWTP at the Landstone Development would require a capacity of 3.4 MGD (ADF).

Re-Pump Stations

Two wastewater master re-pump stations were required to maintain design pumping and pressure parameters within the model. The master pump station in the north requires 2,600 gpm of capacity with an operating pressure of 39 psi, and the station in the south requires 5,000 gpm of capacity with an operating pressure of 30 psi.

Transmission Piping

A summary of the transmission piping improvements to meet the 2035 wastewater flows is shown in **Table 3-2**.

**3.4 Cost Estimate**

Scenario 1 with One Wastewater Treatment Plant

Based on the modeling results, 142,200 feet of 8-inch through 24-inch mains are needed to meet the 2035 flow projections. The capital cost for the transmission system improvements for Scenario 1 is estimated at \$12,551,000. A summary of the capital cost estimate is provided in **Table 3-2**. The cost estimates for the master re-pump stations are included in **Table 5-1**, WWTP Alternatives Cost Analysis.

Scenario 2 with Two Wastewater Treatment Plants

Based on the modeling results, 147,500 feet of 8-inch through 30-inch mains are needed for the wastewater transmission system to meet 2035 flow projections. The capital cost for the transmission system improvements of Scenario 2 is estimated at \$12,491,100. A summary of the cost estimate is provided in **Table 3-2**. The capital costs for the master re-pump stations are included in **Table 5-1**, WWTP Alternatives Cost Analysis.

**Table 3-2 Wastewater Transmission System Improvements and Costs**

|                      |           | Current Model (2035 Wastewater Flows) |                     |                |                     |
|----------------------|-----------|---------------------------------------|---------------------|----------------|---------------------|
|                      |           | One WWTP                              |                     | Two WWTPs      |                     |
| Pipe Diameter (inch) | Unit Cost | Quantity (ft)                         | Cost                | Two Plants     | Total Cost          |
| 8                    | \$55      | 14,500                                | \$801,806           | 36,500         | \$2,018,340         |
| 12                   | \$92      | 59,200                                | \$5,455,969         | 41,700         | \$3,843,140         |
| 16                   | \$118     | 26,700                                | \$3,163,777         | 26,700         | \$3,163,777         |
| 20                   | \$165     | 31,800                                | \$5,233,464         | 24,300         | \$3,999,157         |
| 24                   | \$187     | 10,000                                | \$1,869,565         | 18,300         | \$3,421,303         |
| <b>Total</b>         |           | <b>142,200</b>                        | <b>\$16,524,581</b> | <b>147,500</b> | <b>\$16,445,717</b> |

## SECTION IV – RECLAIMED WATER TRANSMISSION SYSTEM

### 4.1 Model Development

The reclaimed water transmission system hydraulic model was developed based on the available data provided by the City and the capacity of the WWTPs at 2035 as modeled in the wastewater analysis. Two scenarios were modeled with H2OMAP Water GIS Suite 8.0 for reclaimed water to identify the transmission system improvements needed to meet the projected 2035 reclaimed demands. The models include the following assumptions and conditions.

- The two wastewater treatment scenarios identified in Section III were used to determine the quantity of reclaimed water available to serve current reclaimed water customers and projected future customers.
- The following assumptions were used to develop future reclaimed water demands.
  - H2OMAP Water’s Demand Allocator function was utilized to allocate flow to each demand junction. For future development, assumptions included reclaimed water demand of 50% of water demand for residential usage type, and 15% of water demand for all other usage. Total reclaimed demand was estimated to be 4.2 MGD (ADF) to future developments.
  - Demand from the Landstone Golf Course was estimated at 0.5 MGD (ADF) in 2035. This demand will not be peaked as the golf course was assumed to have its own storage and pumping system.
  - The remaining demand 3.4 MGD (ADF) in 2035 was allocated to the Villages. Demand was not peaked in the model as the Villages have their own storage and pumping facilities.
  - The total reclaimed demand was set at 8.1 MGD (ADF) to match the total wastewater ADF.

### 4.2 Modeling Criteria

A Hazen-Williams C-factor of 120 was utilized for existing pipes under 16-inch, and a C-factor of 135 was used for new pipes or existing pipes 16-inch and above. A summary of hydraulic design parameters utilized in the hydraulic analysis is provided in **Table 4-1** below.

**Table 4-1 Hydraulic Design Parameters for Reclaimed Water System**

| Parameter              | Description        | Values |
|------------------------|--------------------|--------|
| Design Pressures       | Min                | 20 psi |
|                        | Max                | 90 psi |
| Design Peaking Factors | Peak Hour/Avg. Day | 3      |
| Design Velocities      | Max                | 7 fps  |

### 4.3 Model Results

Based on the modeling criteria in Section 4.2, model runs were performed for each scenario and unique transmission system improvements were proposed for each scenario. These improvements are shown in **Figures 4 and 5** and are further discussed and summarized.

#### 4.3.1 Scenario 1 with One Wastewater Treatment Plant

##### Wastewater Treatment Plant

High service pumping facilities are required at the existing WWTP to provide a 10,100 gpm at 75 psi for the reclaimed water transmission system peak hour demand.

##### SPF

A new storage and pumping facility is needed near the CR501 WTP site to boost the pressure at the southernmost portion of the transmission system. This SPF will require 0.75 MG of storage and 1,440 gpm of high service pumping with an operating pressure of 62 psi.

##### Transmission Piping

New pipes were proposed along major roadways where there are currently no existing transmission mains. Existing mains that did not meet the hydraulic design criteria were either replaced or paralleled with new mains. The transmission system was modified through general model simulations to optimize the pipe sizes and limit re-pumping in order to meet the projected 2035 reclaimed water demands. **Table 4-2** provides a summary of the proposed transmission mains.

#### 4.3.2 Scenario 2 with Two WWTPs

This scenario includes two WWTPs as described in Section 3.3.2. The proposed improvements are shown in **Figure 5** and summarized as follows.

##### Wastewater Treatment Plant

- Existing WWTP: High service pumping facilities are proposed at the WWTP to provide 6,600 gpm at 76 psi.
- Proposed Landstone WWTP: High service pumping facilities are proposed at the future WWTP to provide 5,100 gpm at 75 psi.

##### Transmission Piping

A summary of the transmission system improvements necessary to meet the projected 2035 reclaimed water demand is shown in **Table 4-2**.

#### 4.4 Cost Estimate

##### Scenario 1 with One Wastewater Treatment Plant

Based on the modeling results, 191,500 feet of 6-inch through 30-inch mains are proposed for the reclaimed transmission system to meet the 2035 demand projections. The capital cost for these transmission system improvements is estimated at \$13,882,800 for Scenario 1. A summary of the cost estimate is provided in **Table 4-2**. The estimated capital cost for the reclaimed water SPF is included in **Table 5-1**, WWTP Alternatives Cost Analysis.

##### Scenario 2 with Two Wastewater Treatment Plants

Based on the modeling results, 203,900 feet of 6-inch through 30-inch mains are proposed for the reclaimed transmission system to meet 2035 demand projections. The capital cost for these transmission system improvements is estimated at \$17,390,300 for Scenario 2. A summary of the cost estimate is provided in **Table 4-2**.

**Table 4-2 Reclaimed Water Transmission System Improvements and Costs**

|                      |           | Current Model (2035 Reclaimed Flows) |                     |                |                     |
|----------------------|-----------|--------------------------------------|---------------------|----------------|---------------------|
|                      |           | One WWTP                             |                     | Two WWTPs      |                     |
| Pipe Diameter (inch) | Unit Cost | Quantity (ft)                        | Cost                | Two Plants     | Total Cost          |
| 6                    | \$46      | 21,400                               | \$986,129           | 24,100         | \$1,110,548         |
| 8                    | \$58      | 36,200                               | \$2,097,072         | 26,400         | \$1,529,356         |
| 12                   | \$97      | 95,000                               | \$9,255,661         | 71,200         | \$6,936,875         |
| 16                   | \$124     | 19,700                               | \$2,438,070         | 29,000         | \$3,589,037         |
| 20                   | \$174     | 11,800                               | \$2,050,728         | 30,200         | \$5,248,473         |
| 24                   | \$195     | 7,200                                | \$1,402,963         | 23,000         | \$4,481,689         |
| 30                   | \$237     | 200                                  | \$47,397            |                | \$0                 |
| <b>Total</b>         |           | <b>191,500</b>                       | <b>\$18,278,022</b> | <b>203,900</b> | <b>\$22,895,978</b> |

## SECTION V – WASTEWATER TREATMENT FACILITY ALTERNATIVES

### 5.1 Alternatives Development

As described in previous sections of this report, two wastewater treatment facility alternatives were identified. Scenario 1 includes one WWTP located at the existing WWTP located in the downtown area of the City. Scenario 2 includes two WWTPs; the existing WWTP and a second new WWTP located at the Landstone Development in the south of the City’s Service Area. Since the reclaimed water transmission system is affected by the location of the WWTP, the proposed reclaimed transmission system is also included in the alternatives cost analysis.

## 5.2 Cost Analysis

Cost estimates were developed for each scenario based on the hydraulic modeling results and proposed facilities. The following is a summary of the major criteria and assumptions used to develop the cost estimates.

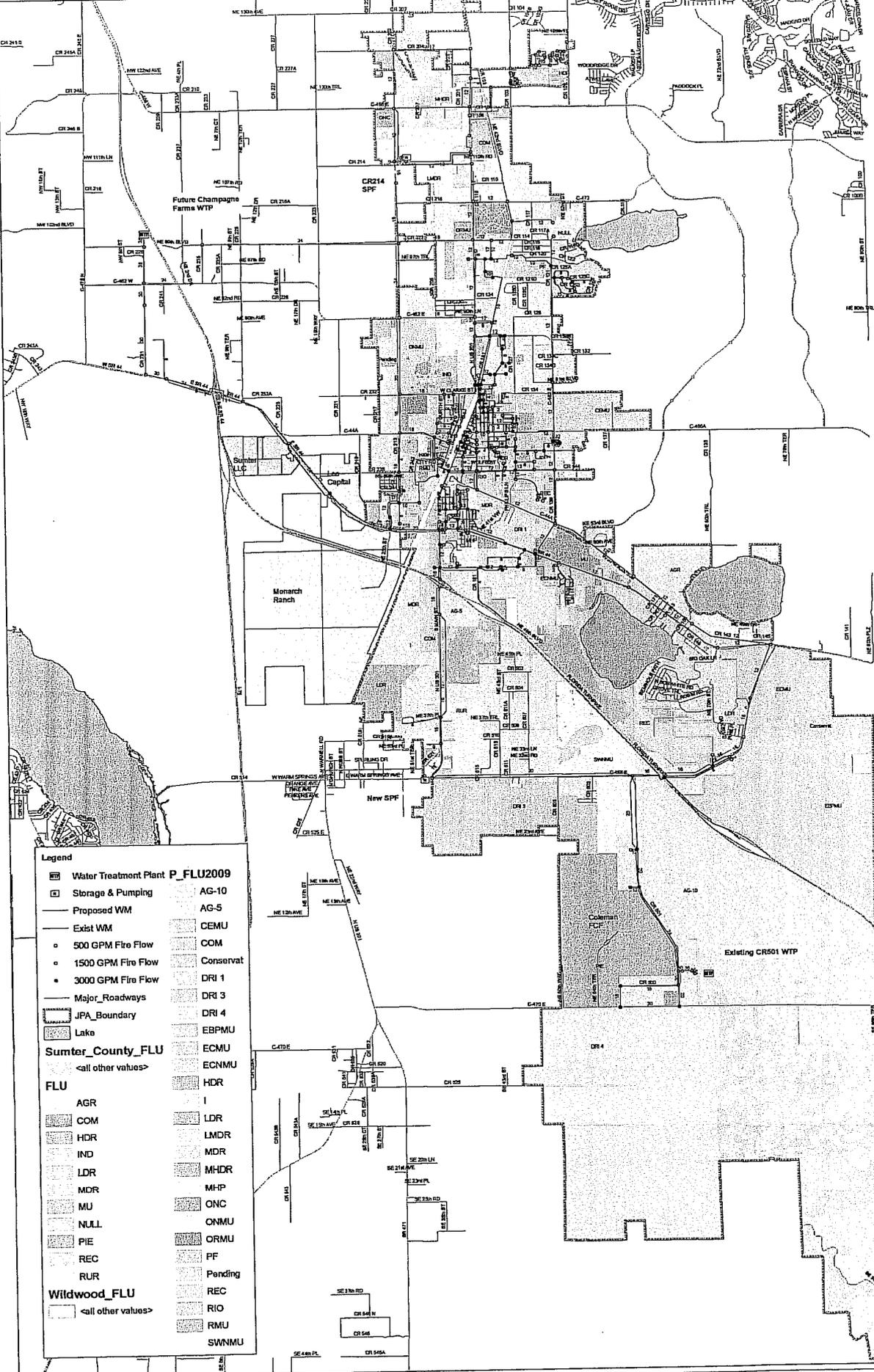
- Wastewater and reclaimed water proposed transmission piping from Scenario 1 and 2 hydraulic modeling.
- Two wastewater master re-pump stations were required for each wastewater scenario.
- A reclaimed storage and pumping facility was required for Scenario 1.
- Additional 4.55 MGD of wastewater treatment capacity to public access reuse standards.
- Annual O&M costs associated with electricity, chemicals and equipment repair/replacement for each scenario are assumed the same and not included in cost analysis.
- Annual operator staffing will differ based on the operational capacity of the WWTP, so this was taken into account for the WWTPs within each scenario. Annual operator staffing costs were converted to present value assuming a 15-year operational period at a 7% interest rate.
- The capital costs are in terms of year 2011 dollars and include a 25% contingency to cover engineering, administrative, funding and unknown/undeveloped details costs.

The summary of the wastewater treatment facility alternatives cost analysis is provided in **Table 5-1**.

**Table 5-1 WWTP Alternatives Cost Analysis**

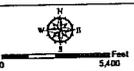
| <b>Proposed Facilities</b>             | <b>Scenario 1<br/>Cost (\$Million)</b> | <b>Scenario 2<br/>Cost (\$Million)</b> |
|----------------------------------------|----------------------------------------|----------------------------------------|
| Wastewater Transmission Piping         | 16.52                                  | 16.45                                  |
| Reclaimed Transmission Piping          | 18.28                                  | 22.90                                  |
| Wastewater Master Repump Stations      | 1.66                                   | 1.88                                   |
| Reclaimed Storage and Pumping Facility | 0.74                                   | N/A                                    |
| Additional 4.55 MGD WWTP Capacity      | 25.23                                  | 28.19                                  |
| Annual Operator Staffing Costs         | 2.51                                   | 3.56                                   |
| <b>Total Cost (\$Million)</b>          | <b>\$64.94</b>                         | <b>\$72.97</b>                         |

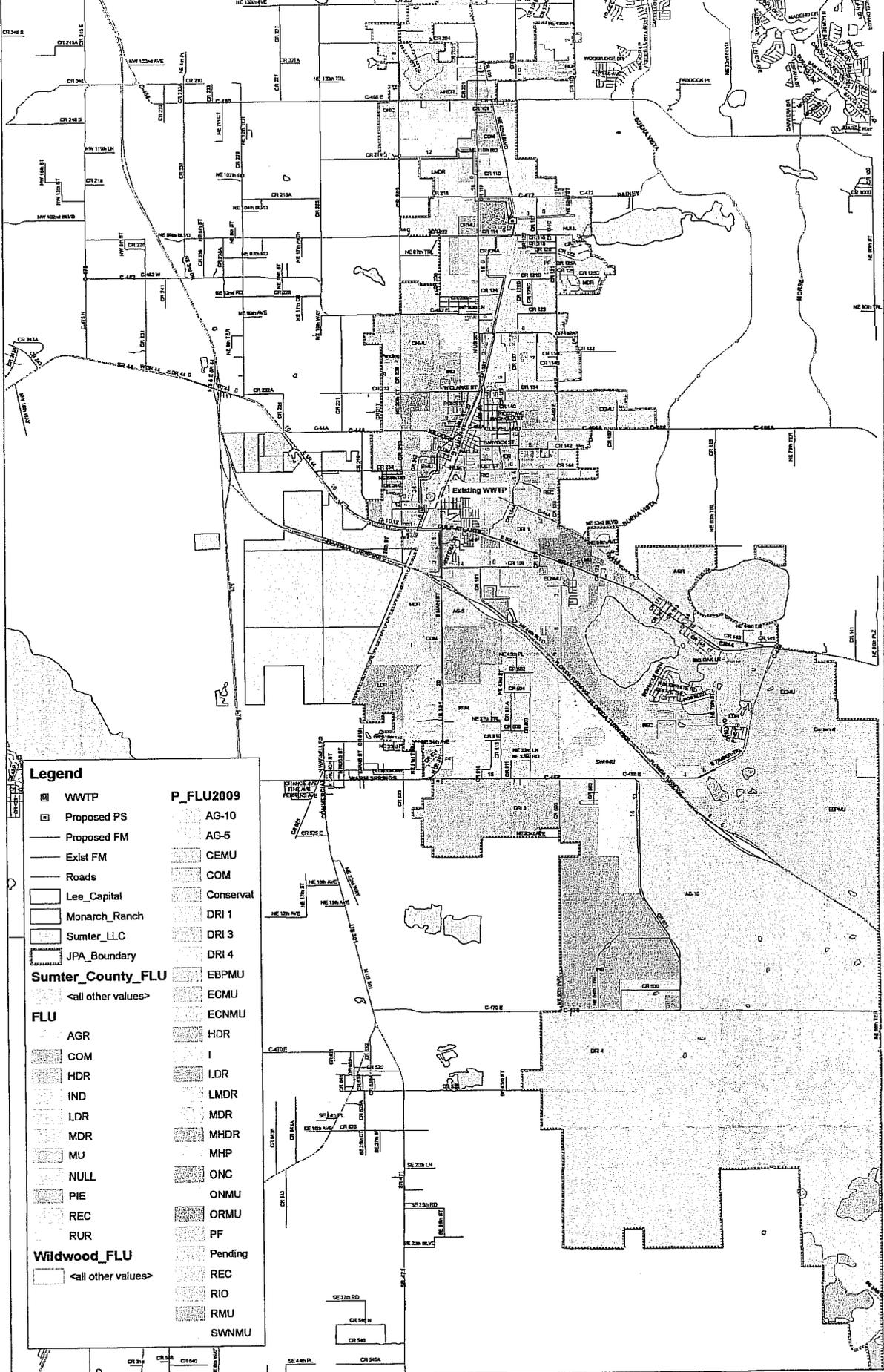
# FIGURES



**Legend**

|                                 |           |
|---------------------------------|-----------|
| Water Treatment Plant P_FLU2009 | AG-10     |
| Storage & Pumping               | AG-S      |
| Proposed WM                     | CEMU      |
| Exist WM                        | COM       |
| 500 GPM Fire Flow               | Conservat |
| 1500 GPM Fire Flow              | DRI 1     |
| 3000 GPM Fire Flow              | DRI 3     |
| Major Roadways                  | DRI 4     |
| JPA Boundary                    | EBPMU     |
| Lake                            | ECMU      |
| <b>Sumter County_FLU</b>        | ECNMU     |
| <all other values>              | HDR       |
| <b>FLU</b>                      | LDR       |
| AGR                             | LMDR      |
| COM                             | MDR       |
| HDR                             | MHDR      |
| IND                             | MHP       |
| LDR                             | ONC       |
| MDR                             | ONMU      |
| MU                              | ORMU      |
| NULL                            | PF        |
| PIE                             | Pending   |
| REC                             | REC       |
| RUR                             | RIO       |
| <b>Wildwood_FLU</b>             | RMU       |
| <all other values>              | SWNMU     |





**Legend**

- WWTP
- ▣ Proposed PS
- Proposed FM
- Exist FM
- Roads
- ▭ Lee\_Capital
- ▭ Monarch\_Ranch
- ▭ Sumter\_ILC
- ▭ JPA\_Boundary
- ▭ Sumter\_County\_FLU
- ▭ <all other values>
- FLU
- AGR
- COM
- HDR
- IND
- LDR
- MDR
- MU
- NULL
- PIE
- REC
- RUR
- Wildwood\_FLU
- ▭ <all other values>

**P\_FLU2009**

- AG-10
- AG-5
- CEMU
- COM
- Conservat
- DRI 1
- DRI 3
- DRI 4
- EBPMU
- ECMU
- ECNMU
- HDR
- I
- LDR
- LMDR
- MDR
- MHDR
- MHP
- ONC
- ONMU
- ORMU
- PF
- Pending
- REC
- RIO
- RMU
- SWNMU

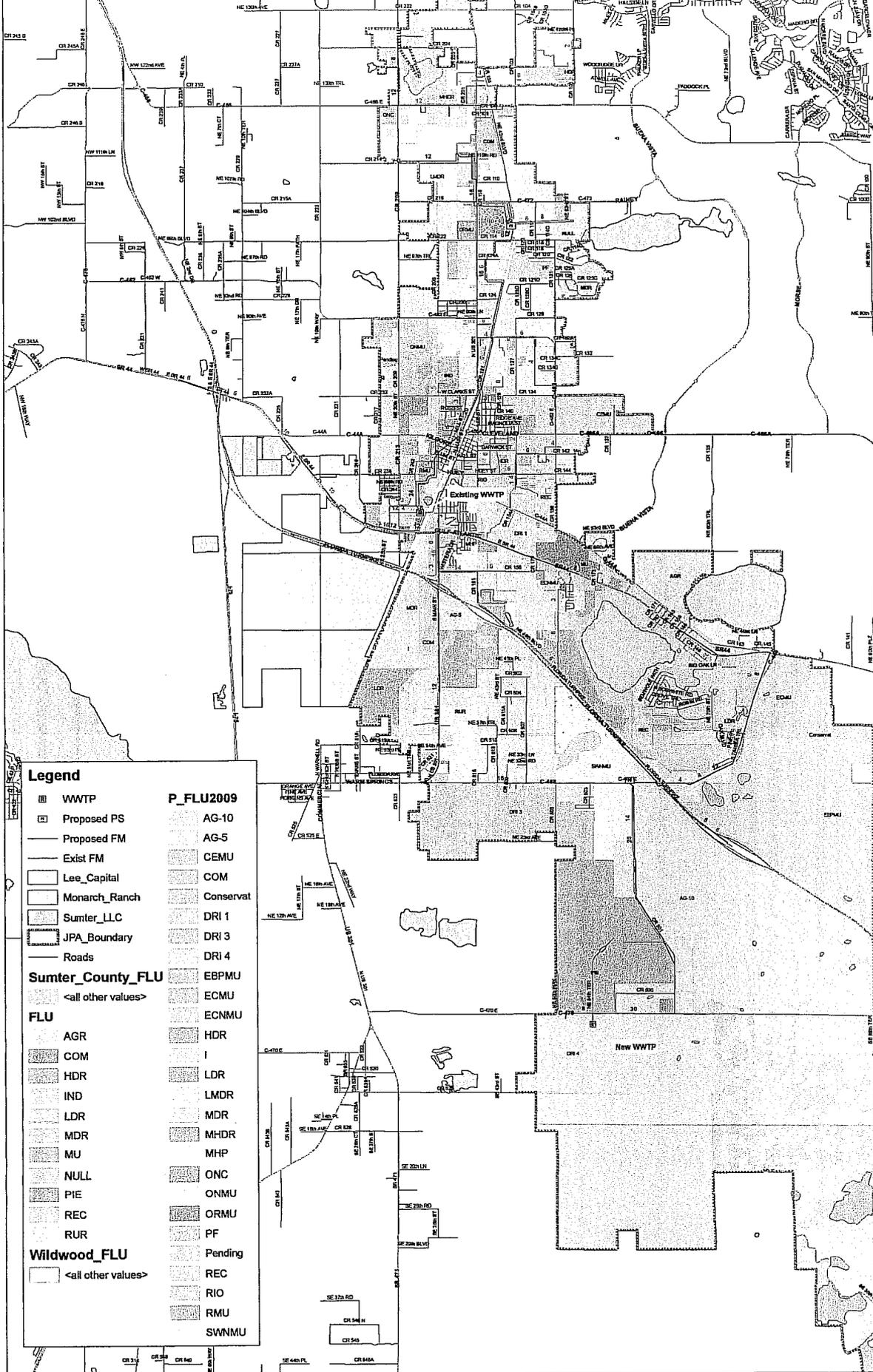


CITY OF WILDWOOD  
SUMTER COUNTY, FL

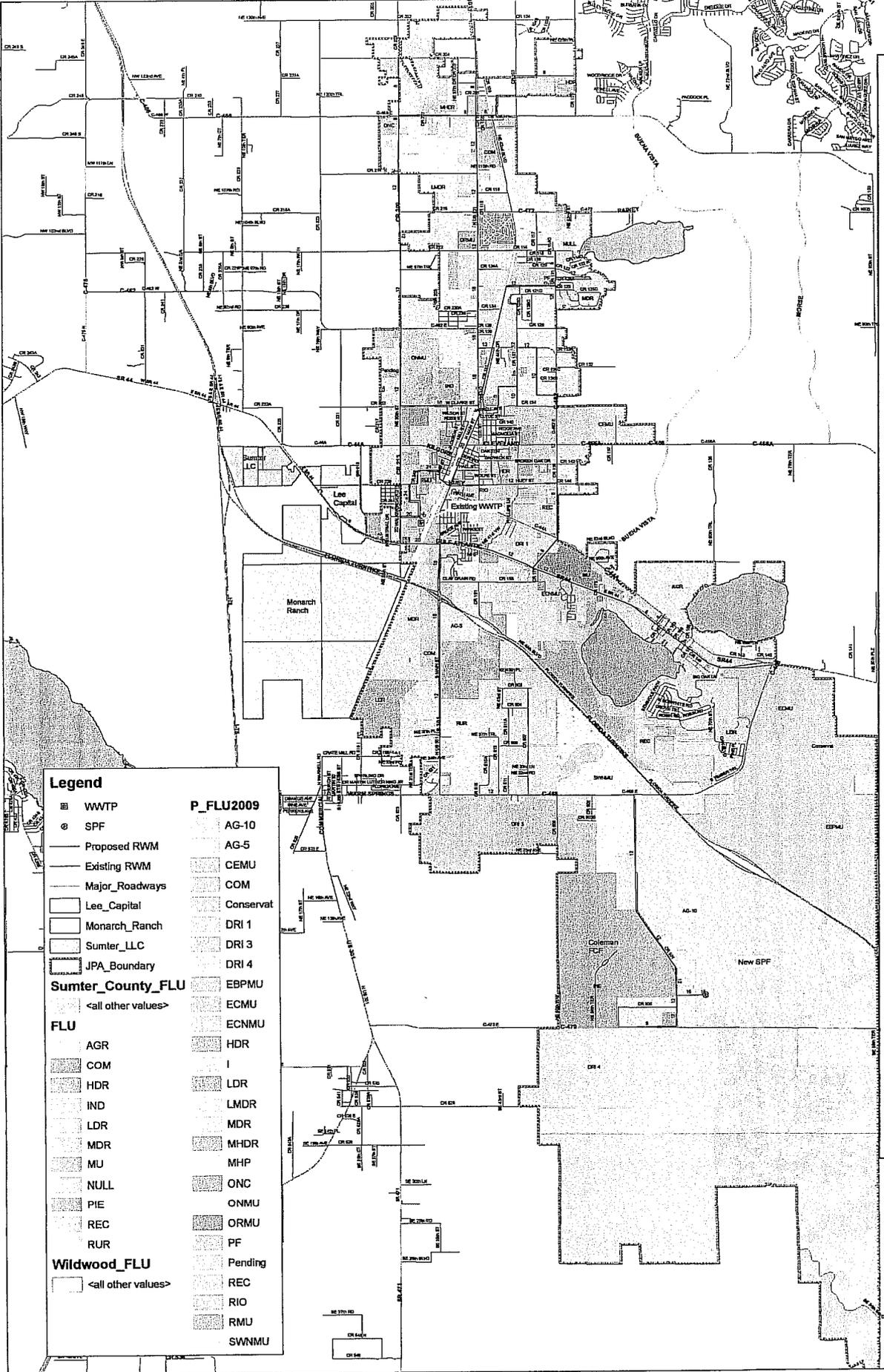


Joint Planning Area 2035  
WW Transmission System  
with One WWTP

FIG. 2



| Legend                   |                    | P_FLU2009 |           |
|--------------------------|--------------------|-----------|-----------|
| [Symbol]                 | WWTP               | [Symbol]  | AG-10     |
| [Symbol]                 | Proposed PS        | [Symbol]  | AG-5      |
| [Symbol]                 | Proposed FM        | [Symbol]  | CEMU      |
| [Symbol]                 | Exist FM           | [Symbol]  | COM       |
| [Symbol]                 | Lee_Capital        | [Symbol]  | Conservat |
| [Symbol]                 | Monarch_Ranch      | [Symbol]  | DRI 1     |
| [Symbol]                 | Sumter_LL_C        | [Symbol]  | DRI 3     |
| [Symbol]                 | JPA_Boundary       | [Symbol]  | DRI 4     |
| [Symbol]                 | Roads              | [Symbol]  | EBPMU     |
| <b>Sumter_County_FLU</b> |                    | [Symbol]  | ECMU      |
| [Symbol]                 | <all other values> | [Symbol]  | ECNMU     |
| <b>FLU</b>               |                    | [Symbol]  | HDR       |
| [Symbol]                 | AGR                | [Symbol]  | I         |
| [Symbol]                 | COM                | [Symbol]  | LDR       |
| [Symbol]                 | HDR                | [Symbol]  | LMDR      |
| [Symbol]                 | IND                | [Symbol]  | MDR       |
| [Symbol]                 | LDR                | [Symbol]  | MHDR      |
| [Symbol]                 | MDR                | [Symbol]  | MHP       |
| [Symbol]                 | MU                 | [Symbol]  | ONC       |
| [Symbol]                 | NULL               | [Symbol]  | ONMU      |
| [Symbol]                 | PIE                | [Symbol]  | ORMU      |
| [Symbol]                 | REC                | [Symbol]  | PF        |
| [Symbol]                 | RUR                | [Symbol]  | Pending   |
| <b>Wildwood_FLU</b>      |                    | [Symbol]  | REC       |
| [Symbol]                 | <all other values> | [Symbol]  | RIO       |
|                          |                    | [Symbol]  | RMU       |
|                          |                    | [Symbol]  | SWNMU     |

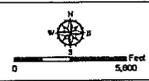


**Legend**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>■ WWTP</li> <li>⊙ SPF</li> <li>— Proposed RWM</li> <li>— Existing RWM</li> <li>— Major Roadways</li> <li>□ Lee_Capital</li> <li>□ Monarch_Ranch</li> <li>□ Sumter_ILC</li> <li>□ JPA_Boundary</li> <li><b>Sumter_County_FLU</b></li> <li>□ &lt;all other values&gt;</li> <li><b>FLU</b></li> <li>AGR</li> <li>COM</li> <li>HDR</li> <li>IND</li> <li>LDR</li> <li>MDR</li> <li>MU</li> <li>NULL</li> <li>PIE</li> <li>REC</li> <li>RUR</li> <li><b>Wildwood_FLU</b></li> <li>□ &lt;all other values&gt;</li> </ul> | <ul style="list-style-type: none"> <li>■ P_FLU2009</li> <li>AG-10</li> <li>AG-5</li> <li>CEMU</li> <li>COM</li> <li>Conservat</li> <li>DRI 1</li> <li>DRI 3</li> <li>DRI 4</li> <li>EBPMU</li> <li>ECMU</li> <li>ECNMU</li> <li>HDR</li> <li>I</li> <li>LDR</li> <li>LMDR</li> <li>MDR</li> <li>MHDR</li> <li>MHP</li> <li>ONC</li> <li>ONMU</li> <li>ORMU</li> <li>PF</li> <li>Pending</li> <li>REC</li> <li>RIO</li> <li>RMU</li> <li>SWNMU</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

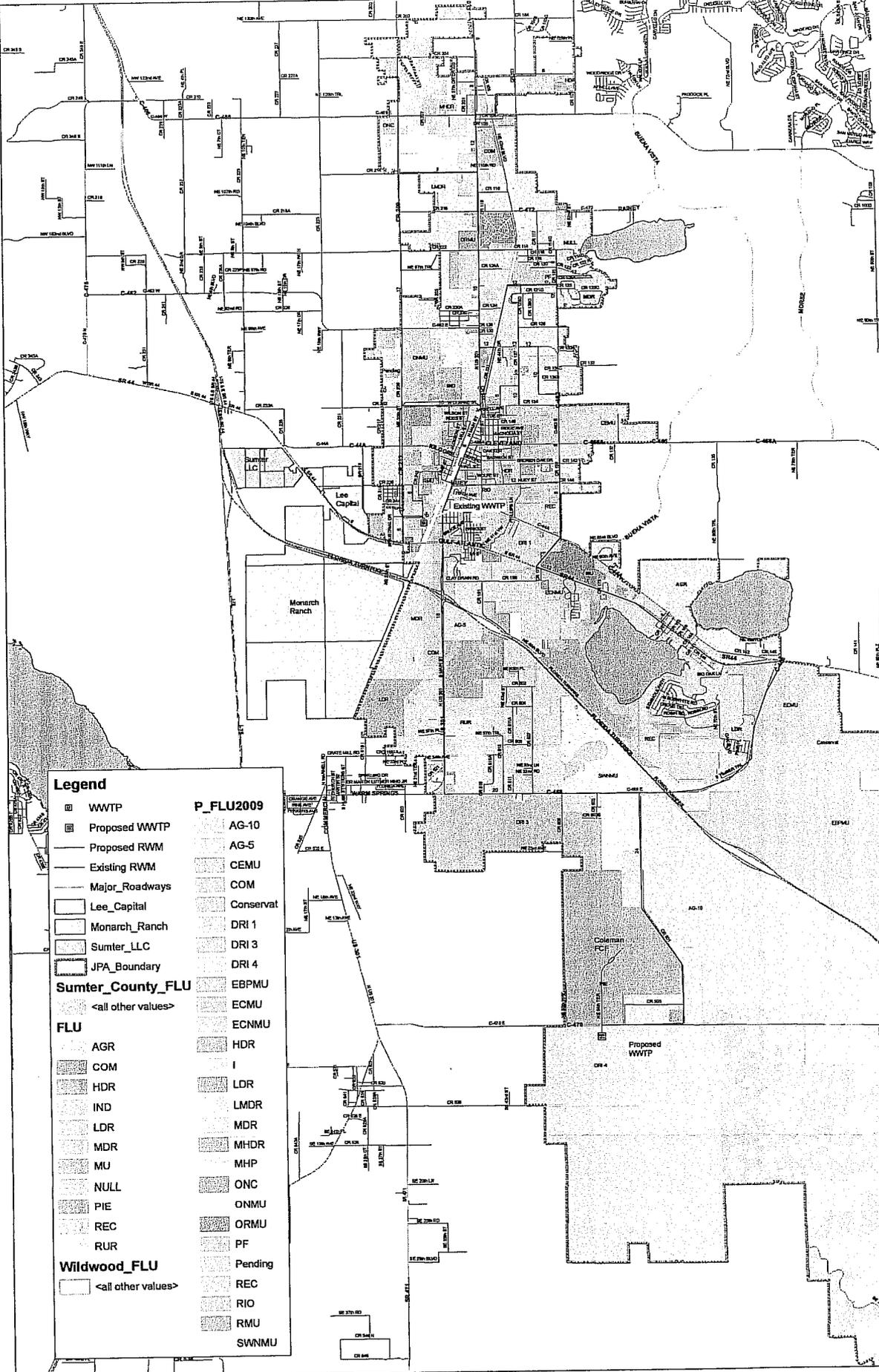


CITY OF WILDWOOD  
SUMTER COUNTY, FL



Joint Planning Area  
Reclaimed Water Transmission  
System with One WWTP

FIG. 4



**Legend**

|                          |           |
|--------------------------|-----------|
| ■ WWTP                   | P_FLU2009 |
| ■ Proposed WWTP          | AG-10     |
| — Proposed RWM           | AG-5      |
| — Existing RWM           | CEMU      |
| — Major Roadways         | COM       |
| □ Lee_Capital            | Conservat |
| □ Monarch_Ranch          | DRI 1     |
| □ Sumter_ILC             | DRI 3     |
| □ JPA_Boundary           | DRI 4     |
| <b>Sumter_County_FLU</b> | EBPMU     |
| □ <all other values>     | ECMU      |
| <b>FLU</b>               | ECNMU     |
| □ AGR                    | HDR       |
| □ COM                    | I         |
| □ HDR                    | LDR       |
| □ IND                    | LMDR      |
| □ LDR                    | MDR       |
| □ MDR                    | MHDR      |
| □ MU                     | MHP       |
| □ NULL                   | ONC       |
| □ PIE                    | ONMU      |
| □ REC                    | ORMU      |
| □ RUR                    | PF        |
| <b>Wildwood_FLU</b>      | Pending   |
| □ <all other values>     | REC       |
|                          | RIO       |
|                          | RMU       |
|                          | SWNMU     |

# APPENDIX A

**Public Facilities Element**  
**Appendix**  
**Joint Planning Area Amendment**  
**Water and Wastewater Analysis**

Flow Projections – Water and Wastewater

The City's water and wastewater service area encompasses the incorporated City limits and extends five (5) miles beyond the City limits, as allowed for by Chapter 180, F.S. The Interlocal Service Boundary Area (ISBA)/Joint Planning Area (JPA) are located within this geographic area.

In order to project future water and wastewater demands for the JPA (not accounted for by the 2035 comprehensive plan) it is first necessary to project the number of "Equivalent Residential Units" (ERUs) also referred to as "Equivalent Residential Connections" (ERCs). ERUs provide a basis for converting both residential and nonresidential connections to the utility systems to a common factor of system capacity needed to provide service. The comprehensive plan has established a level of service (LOS) standard of 300 gallons per day (GPD) average daily flow (ADF) for water and 250 gpd average daily flows for wastewater for each single family residential (SFR) unit. Nonresidential demands are converted to ERUs using industry standard conversions which determine the capacity required to serve the nonresidential connection in terms of ERCs. **Table 15** converts the anticipated JPA buildout into ERUs.

The comprehensive plan analyzed a 2035 projected needed capacity of 12.31 million gallons per day (MGD) demand for water and 6.9 MGD for wastewater. The additional ERU projections for the JPA were developed based on the potential buildout of the JPA land use plan. These projections have estimated water and wastewater flows projected to result from the proposed land use changes and developed the projections. **Table 16** provides a linear demand of ERUs through the planning timeframe.

Water

As shown in **Table 17**, the City's existing water system is sufficient to provide service to the JPA parcels through 2014 without the need for capital improvements. The City is currently in the planning/design stage for the construction of a water treatment plant (Plant #7) associated with the well located on the Champagne Farms property. This water treatment plant is expected to come online in 2015. The first phase of the Champagne Farms facility (3.5 MGD) will be sufficient to meet the City's projected water supply well capacity through 2020.

The City anticipates meeting long term water supply needs through the expansion of the Champagne Farms well and water treatment plant and potentially through an additional water plant identified in the water and wastewater master plan on the Degroen property (Plant #8).

The City will need to start the Water Use Permit renewal process in 2011 in order to secure groundwater allocations beyond 2013. Additionally the City will need to investigate expansion of their raw water resources and treatment & storage facilities such as pursuit of the above mentioned Plant #8 in order to have adequate water for the anticipated development through the current planning horizon of 2035.

### Wastewater

As shown in **Table 17**, the City's current wastewater treatment plant's total capacity is sufficient through 2015. The addition of the planned Southeast Wastewater Treatment Plant associated with the Landstone Communities DRI will provide additional capacity. The planned design of the plant has been pushed back in the planning timeframe because projects have not developed as rapidly as first anticipated due to the economic downturn. The South Wildwood WWTP is anticipated to come online after 2015, yielding a total wastewater treatment capacity of 6.55 MGD that will not be exceeded until after 2025. The South Wildwood WWTP will be designed to accommodate an additional 3.0 MGD expansion. The expansion of this facility is anticipated to meet demands through the planning timeframe.

### Future Planning

The City's current Water Use Permit issued by the Southwest Florida Water Management District of 4.98 million gallons per day (MGD) expires in 2013. The planning process to expand ground water allocation allowed through the Water Use Permit will need to start in the near future. Additionally, the City is required to prepare a 10-Year Water Supply Plan 18 months after the Water Management District's Governing Board adopts their Regional Water Supply Plan. A coordinated planning approach between the City and the Southwest Florida Water Management District will be needed to ensure adequate water supply through the renewal of the water use permit and the 10-Year Water Supply Plan. The main components of the City's water supply planning will include securing alternative water supplies, conservation and the phased incremental increase of reuse and reclaimed water usage.

The City will continue to monitor demands on an annual basis. Any needed improvements to maintain the adopted level of service to its customers will be included within the City's 5-Year schedule of Capital Improvements pursuant to F.S. § 163.3177(3)(b)1.

Table 15

JPA Amendment: ERU Calculations

*Residential - JPA*

| Total Units | Single Family Units | ERUs  | Multi-family Units | ERUs  | Total ERUs |
|-------------|---------------------|-------|--------------------|-------|------------|
| 4,949       | 2,475               | 2,475 | 2,475              | 1,237 | 3,712      |

*Commercial/Industrial - JPA*

| Square Footage | Employees | SF Units | ERUs  | Multi-family Units | ERUs  | Total ERUs |
|----------------|-----------|----------|-------|--------------------|-------|------------|
| 31,685,773     | 14,669    | 2,347    | 2,347 | 3,521              | 1,760 | 4,107      |

*Other Commitments - SR 44 West Area*

| Project       | Total ERUs |
|---------------|------------|
| Monarch Ranch | 2249       |
| Sumter LLC    | 528        |
| Lee Capital   | 865        |

| ERU Calculation Summary |               |
|-------------------------|---------------|
| Residential:            | 3,712         |
| Commercial/Industrial:  | 4,107         |
| Other Commitments:      | 3,642         |
| <b>Total:</b>           | <b>11,461</b> |

Table 16

ERU Demand Projections

| <b>JPA - Potential ERU Demand</b> |                |                |                |                |                |                  |                  |                  |                     |
|-----------------------------------|----------------|----------------|----------------|----------------|----------------|------------------|------------------|------------------|---------------------|
| <i>Year</i>                       | <i>2012</i>    | <i>2013</i>    | <i>2014</i>    | <i>2015</i>    | <i>2020</i>    | <i>2025</i>      | <i>2030</i>      | <i>2035</i>      | <i>Total Demand</i> |
| Residential                       | 161            | 323            | 484            | 646            | 1,291          | 2,098            | 2,905            | 3,712            | 3,712               |
| Nonresidential                    | 179            | 357            | 536            | 714            | 1,429          | 2,321            | 3,214            | 4,107            | 4,107               |
| <b>Total</b>                      | <b>340</b>     | <b>680</b>     | <b>1,020</b>   | <b>1,360</b>   | <b>2,720</b>   | <b>4,419</b>     | <b>6,119</b>     | <b>7,819</b>     | <b>7,819</b>        |
| <b>Water GPD</b>                  | <b>101,987</b> | <b>203,974</b> | <b>305,961</b> | <b>407,948</b> | <b>815,896</b> | <b>1,325,830</b> | <b>1,835,765</b> | <b>2,345,700</b> | <b>2,345,700</b>    |
| <b>MGD</b>                        | <b>0.102</b>   | <b>0.204</b>   | <b>0.306</b>   | <b>0.408</b>   | <b>0.816</b>   | <b>1.326</b>     | <b>1.836</b>     | <b>2.346</b>     | <b>2.346</b>        |
| <b>Wastewater GPD</b>             | <b>84,989</b>  | <b>169,978</b> | <b>254,967</b> | <b>339,957</b> | <b>679,913</b> | <b>1,104,859</b> | <b>1,529,804</b> | <b>1,954,750</b> | <b>1,954,750</b>    |
| <b>MGD</b>                        | <b>0.085</b>   | <b>0.170</b>   | <b>0.255</b>   | <b>0.340</b>   | <b>0.680</b>   | <b>1.105</b>     | <b>1.530</b>     | <b>1.955</b>     | <b>1.955</b>        |

Outside JPA - Other Potential ERU Demand

| <i>Year</i>           | <i>2012</i>   | <i>2013</i>   | <i>2014</i>    | <i>2015</i>    | <i>2020</i>    | <i>2025</i>    | <i>2030</i>    | <i>2035</i>      | <i>Total Demand</i> |
|-----------------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|------------------|---------------------|
| SR 44 West            | 158           | 317           | 475            | 792            | 1,267          | 2,059          | 2,850          | 3,642            | 3,642               |
| <b>Water GPD</b>      | <b>47,504</b> | <b>95,009</b> | <b>142,513</b> | <b>237,522</b> | <b>380,035</b> | <b>617,557</b> | <b>855,078</b> | <b>1,092,600</b> | <b>1,092,600</b>    |
| <b>MGD</b>            | <b>0.048</b>  | <b>0.095</b>  | <b>0.143</b>   | <b>0.238</b>   | <b>0.380</b>   | <b>0.618</b>   | <b>0.855</b>   | <b>1.093</b>     | <b>1.093</b>        |
| <b>Wastewater GPD</b> | <b>39,587</b> | <b>79,174</b> | <b>118,761</b> | <b>197,935</b> | <b>316,696</b> | <b>514,630</b> | <b>712,565</b> | <b>910,500</b>   | <b>910,500</b>      |
| <b>MGD</b>            | <b>0.040</b>  | <b>0.079</b>  | <b>0.119</b>   | <b>0.198</b>   | <b>0.317</b>   | <b>0.515</b>   | <b>0.713</b>   | <b>0.911</b>     | <b>0.911</b>        |

Notes:

Water ERU: 300 gallons per day

Wastewater ERU: 250 gallons per day

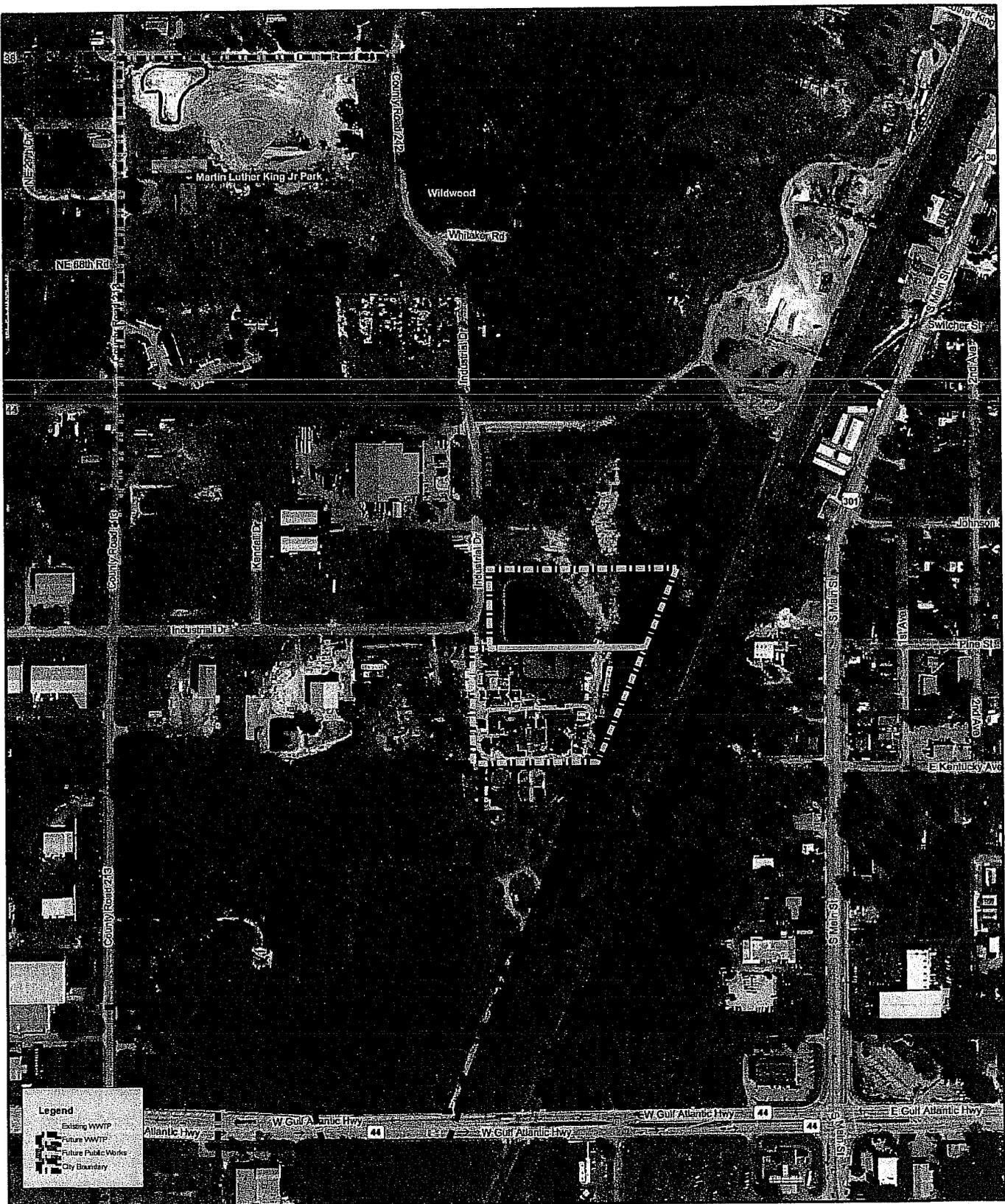


# APPENDICES

# APPENDIX B



**City of Wildwood Wastewater Treatment Facility  
Expansion to 8.1 MGD**



1 inch = 500 feet

City of Wildwood, Florida



**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

**3. NEW BUSINESS--ACTION REQUIRED**  
g. 6. General Items for Consideration  
Discussion/decision regarding cost and strategy to  
repair City Hall HVAC system and building exterior

**SUBJECT:** HVAC Repair Cost and Strategy  
**REQUESTED ACTION:** Staff Recommends Approval

Work Session (Report Only)    **DATE OF MEETING:** 6/13/11  
 Regular Meeting                       Special Meeting

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

**BUDGET IMPACT:**                      \$326,573: \$163,288 from each fund  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:**    General Fund & Enterprise Fund Reserves  
 N/A

---

**HISTORY/FACTS/ISSUES:**

Mayor & Commission,

As presented on April 25th, the HVAC system in City Hall is in dire need of repair. City staff in conjunction with Verrando Engineering has determined that the following items should be repaired in the following order as well as improvements to City Hall's exterior.

1. Correct wall gap at Wall/Roof connection on first floor: \$45,400
2. HVAC items 4, 5, 6, 8, 13 -\$221,090 with HVAC items 7, 8, 10, 11, 12, and 14 as Add Items should the bid proposals come in under the estimated \$221,090.
3. Exterior Maintenance of City Hall (power wash, repair columns, paint) \$45,086
4. \$15,000 for Verrando Engineering to inspect and certify the HVAC installations.

**Timeline:**

Bidding documents from Verrando Engineering delivered to City by June 24, 2011  
Document advertising placed by July 1, 2011  
Bids received by August 5, 2011  
Review of bids and recommendations to Commission by August 22, 2011  
Award contracts by August 31, 2011  
Start construction by the end of September

Staff would ask for Commission's consent to move forward with the project and utilize City reserves for payment.

Regards,

Robert Smith