



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

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

Robby Strickland – Seat 3

Don C. Clark – Seat 4

Julian Green – Seat 5

Bill Ed Cannon – City Manager

AGENDA

REGULAR MEETING

SEPTEMBER 25, 2014 - 7:00 PM

City Hall Commission Chamber

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.

City Hall Commission Chamber - 100 N. Main Street, Wildwood, FL 34785

1. CALL TO ORDER:

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

2. CONSENT AGENDA/INFORMATIONAL ITEMS

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

- a. Minutes for approval: September 10, 2014
- b. Bills for Approval (Attachment – Staff Recommends Approval)
- c. SP 1406-05. Lakeside Landings Phase 2 – PLAT. Improvement Plan approval for Lakeside Landings Phase 2, a 201 unit single-family detached residential subdivision. Construction level plans including utilities, drainage, roadway, signage, and striping (Staff Recommends Approval).

3. PRESENTATIONS AND/OR PROCLAMATIONS

4. PUBLIC HEARINGS – 7:00 PM

- a. Setting Final Ad Valorem Millage Rate for FY 2014/2015 – Advertised as Public Hearing with final adopting Resolution R2014-32. (Attachment) (Staff recommends approval)
- b. Final adoption of FY 2014-2015 Budget – Advertised as a Public Hearing with final Resolution R2015-33. (Attachment) (Staff recommends approval)
- c. **ORDINANCE NO. O2014-25. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.** This Ordinance changes the Future Land Use Map designation of a portion of parcel G05=113 totaling 7.66 acres from City "High Density Residential" to City "Public Facilities" (Attachments: Staff Recommends Approval).

- d. **ORDINANCE NO. O2014-26.** AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. This Ordinance changes the Zoning Map designation of a portion of parcel G05=113 totaling 7.66 acres from City "R-5: High Density Residential" to City "PEU: Public, Educational Utilities" (Attachments: Staff Recommends Approval).

5. PUBLIC FORUM – 10 minute time limit

6. ORDINANCES FIRST READING ONLY (NO VOTE)

7. RESOLUTIONS FOR APPROVAL

- a. **RESOLUTION NO. R2014-034.** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR INCREASES TO THE SOLID WASTE USER CHARGE; PROVIDING AN EFFECTIVE DATE. RESCINDING RESOLUTION NO. R2014-12.

8. FINANCIAL & CONTRACTS & AGREEMENTS

- a. Utility Department requests approval of Kimley Horn, IPO # 32, CR 468 Interchange Utility Relocations Construction Phase Services, proposal for approval in the amount of \$9,500.00 (Attachments, Staff recommends approval).
- b. Utility Department requests approval of Odyssey Manufacturing Company, Project #142173088, Coleman WTP Repairs, application for payment No. 2 in the amount of \$280,710.00 (Attachments, Staff recommends approval).
- c. Utility Department requests approval of application for payment No. 10 in the amount of \$3,341.25. for D.A.B. Constructors, Inc., Project # CR 466A –ITB-016-0-2013/AT, City of Wildwood-Utility Work (Attachments, Staff recommends approval).
- d. Utility Department requests approval of application for D.A.B. Constructors, Inc., Project # CR 466A –ITB-016-0-2013/AT, City of Wildwood-Utility Work, change orders #3 and #4 in the amounts of \$50,770.00 (#3) and - \$15,090.00 (#4) for a net contract increase of \$35,680.00. (Attachments, Staff recommends approval).
- e. Finance/City Clerk Office requests approval of Maintenance Agreement on the Mitel 5000 telephone system. (Attachment, Staff recommends approval).
- f. Finance/City Clerk Office requests approval of Software Assurance Renewal on the Mitel 5000 telephone system. (Attachment, Staff recommends approval).
- g. Development Services requests approval of the second Addendum to the Developer's Agreement with Power Corporation, providing for an additional 234 ERUs for the Lakeside Landings development (Attachments, Staff Recommends Approval).
- h. Recreation Department requests approval of Contract Amendment between The Department of Corrections and the City of Wildwood; renewing the contract for (1) year, revising the end date of the contract, adding Section VII., H., Prison Rape Elimination Act, and replacing Addendum A with Revised Addendum A, effective January 19 , 2015. (Attachments: Staff Recommends Approval).
- i. Contract renewal for City Manager Cannon
- j. Public Works requests approval for painting of Palmer Street Public Works building.

9. **GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS**

- a. Special Event permit approval of the Wildwood Historical Society's 4th Annual Christmas Parade on December 6, 2014 at 3:00 p.m.
- b. Wildwood Community Development Center, Inc. requests approval for Dr. Martin Luther King., Jr. Parade to be held on January 19, 2015 at 11:00 a.m.

Adjourn to CRA Meeting

- a. Request from Helping Hands Outreach Ministry to approve CRA signage funds for a new sign for their Thrift Store in the downtown Wildwood area (Attachments, Staff Recommends Approval).

Re-Open Regular Commission meeting.

10. **APPOINTMENTS**

11. **CITY MANAGER REPORTS**

12. **CITY ATTORNEY REPORTS**

13. **CITY CLERK REPORTS**

14. **OTHER DEPARTMENT REPORTS**

- a. Utilities Department update on items requested at the last Commission meeting.
 1. Tractor issue
 2. Smell issue
 3. Generator inventory
- b. Development Services update to the City Commission regarding new projects in the City of Wildwood (Attachments, Informational Item).

15. **COMMISSION MEMBERS REPORTS**

16. **ADJOURNMENT**

IMPORTANT DATES (No Attachments)

1. October 3, 2014 – Special City Commission Meeting – 11:00 a.m. **FRIDAY**
2. October 13, 2014 – City Commission Meeting – 7:00 p.m.
3. October 27, 2014 – City Commission Meeting – 7:00 p.m.

CITY COMMISSION
WILDWOOD CITY, FLORIDA
REGULAR MEETING
September 10, 2014 7 00 PM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Ed Wolf	Mayor	Present	
Pamela Harrison-Bivins	Mayor Pro-Tem	Present	
Robby Strickland	Commissioner	Present	
Don C. Clark	Commissioner	Present	
Julian Green	Commissioner	Present	
Bill Ed Cannon	City Manager	Present	
Ashley Hunt	City Attorney	Present	
Jason McHugh	Assistant City Mgr.	Present	
Cassandra Lippincott	City Clerk, CFO	Present	
Edward W. Reeser	Police Chief	Present	
David Watson	Utility Director	Present	

2. CONSENT AGENDA/INFORMATIONAL ITEMS

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Julian Green, Commissioner
SECONDER:	Pamela Harrison-Bivins, Mayor Pro-Tem
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

- a. - MINUTES FOR APPROVAL: AUGUST 25, 2014
- b. - BILLS FOR APPROVAL

3. PRESENTATIONS AND/OR PROCLAMATIONS

4. PUBLIC HEARINGS - TIMED -

No Public Comment.

- a. R2014-25 - RESOLUTION NO. R2014-25 A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR CITY OF WILDWOOD, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Don C. Clark, Commissioner
SECONDER:	Pamela Harrison-Bivins, Mayor Pro-Tem
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

- b. R2014-26 - RESOLUTION NO. R2014-26 A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2015; PROVIDING FOR AN EFFECTIVE DATE

Mayor Wolf: I would tentatively ask the Commission to remove the John Deere Tractor that's in there for the Utility Department, it says it is replacement. Prior to the next meeting I would like to see the inventory for that department of the tractors available. I don't think there is anything wrong with the John Deere that's in the department, also there is a Massey that is in there. I heard it was going to be for mowing but not sure. Also I would like to see an inventory of the generators that are in the department, there are quite a few new generators in the budget. I don't have a problem with them using the little Gator for reading meters instead of that big quad cab. Leave it in until next meeting. Also at next years budget workshops bring inventory of equipment.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Julian Green, Commissioner
SECONDER:	Robby Strickland, Commissioner
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

- 5. PUBLIC FORUM - 10 MINUTE TIME LIMIT

None.

- 6. ORDINANCES FIRST READING ONLY (NO VOTE)
 - a. O2014-25 - ORDINANCE NO. O2014-25. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. THIS ORDINANCE CHANGES THE FUTURE LAND USE MAP DESIGNATION OF A PORTION OF PARCEL G05=113 TOTALING 7.66 ACRES FROM CITY "HIGH DENSITY RESIDENTIAL" TO CITY "PUBLIC FACILITIES" (ATTACHMENTS: STAFF RECOMMENDS APPROVAL).

DSD Peavy: These Ordinances are first reading only. We did have some public comment at the Planning & Zoning meeting and the young lady is here, she would like to add a few things. Yoma Isaac: I am concerned that this is a high residential area in Club Wildwood with over 100 children living there. I just wanted this on record that there are a lot of children in this area for re-zoning. Commissioner Strickland: The big oak trees on Huey Street are they going to stay? ACM McHugh: Yes. Commissioner Strickland: Are they going to fence Palmer or is the fencing going to run all along Palmer? ACM McHugh: There will be a security gate that will be in the site plan but we can go over it when we do the site

plan. Mayor Wolf: There probably won't be as much traffic through there as you envision. Mildred Milligan: My concerns are for the families and children that live there, there won't be a place for them to play basketball or anything. They will have to go to Millennium Park and some will not have their parents to take them there. If they are going to leave the tennis courts why can't they leave the basketball courts?

RESULT:	TABLED [UNANIMOUS]	Next: 9/24/2014 7:00 PM
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green	

- b. O2014-26 - ORDINANCE NO. O2014-26. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. THIS ORDINANCE CHANGES THE ZONING MAP DESIGNATION OF A PORTION OF PARCEL G05=113 TOTALING 7.66 ACRES FROM CITY "R-5: HIGH DENSITY RESIDENTIAL" TO CITY "PEU: PUBLIC, EDUCATIONAL UTILITIES" (ATTACHMENTS: STAFF RECOMMENDS APPROVAL).

First reading only.

RESULT:	TABLED [UNANIMOUS]	Next: 9/24/2014 7:00 PM
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green	

7. RESOLUTIONS FOR APPROVAL

- a. R2014-28 - RESOLUTION NO. R2014-28 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR INCREASES TO THE WATER AND WASTEWATER USER CHARGE ORDINANCE AND FACILITY AVAILABILITY BASE RATES; PROVIDING FOR AN EFFECTIVE DATE

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Julian Green, Commissioner
SECONDER:	Robby Strickland, Commissioner
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

- b. R2014-29 - RESOLUTION NO. R2014-29 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, SETTING RATES FOR USE OF RECLAIMED WATER FOR CLASS A, CLASS AM, AND CLASS B USERS; REPLACING RESOLUTION NO. R2013-14; PROVIDING FOR AN EFFECTIVE DATE

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Robby Strickland, Commissioner
SECONDER:	Julian Green, Commissioner
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

- c. R2014-30 - RESOLUTION NO. R2014-30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD ; PROVIDING FOR INCREASES TO WATER AND WASTEWATER TRANSMISSION INFRASTRUCTURE EXTENSION FEES FOR INFLATION, PROVIDING FOR AN EFFECTIVE DATE.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Julian Green, Commissioner
SECONDER:	Don C. Clark, Commissioner
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

- d. R2014-31 - RESOLUTION NO. R2014-31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD; PROVIDING FOR INCREASES TO WATER AND WASTEWATER CONNECTION FEES FOR INFLATION; PROVIDING FOR AN EFFECTIVE DATE.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Don C. Clark, Commissioner
SECONDER:	Pamela Harrison-Bivins, Mayor Pro-Tem
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

8. FINANCIAL & CONTRACTS & AGREEMENTS

- a. (ID # 1030) - DEVELOPER'S AGREEMENT WITH R. WILLIAM FUTCH, AS TRUSTEE OF THE R. WILLIAM FUTCH LAND TRUST, PROVIDING FOR AN INITIAL 10 PERCENTS FOR THE PEPPERTREE VILLAGE SUBDIVISION (ATTACHMENTS, STAFF RECOMMENDS APPROVAL)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Don C. Clark, Commissioner
SECONDER:	Pamela Harrison-Bivins, Mayor Pro-Tem
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

9. GENERAL ITEMS FOR CONSIDERATION/DISCUSSION AND OTHER BUSINESS

None

10. APPOINTMENTS

None.

11. CITY MANAGER REPORTS

CM Cannon: None, but I would like to introduce the new Utility Director David Watson. He will be replacing Bruce Phillips. Mayor Wolf: David I want you to know that you have the full

Minutes
September 10, 2014
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support of the Commission. Any changes you see that need to be made see the City Manager and we will back you all up. We've had some budget workshop discussions about things going on in that department if you see them bring them to our attention.

12. CITY CLERK REPORTS

CC Lippincott: I just wanted to mentioned that I have put in front of each of you the City Manager's Contract documents and form to be filled out for the evaluation. Try to have them back to the Mayor by next Wednesday.

13. OTHER DEPARTMENT REPORTS

P&R Coord. Wheeler: I have spoken with Mr. Saline about the MLK Day Parade and that the County needed to know that the City and Police Department and Public Works were on board this year coming. We do approve it every year and there have been no changes. It will be held the 19th of January. There is also a request for January 17th 2015 to host and MLK Kickball event and I am aware of the concerns on this. Mr Saline or Mr Hannah can speak on that behalf of it. Sam Saline: We are aware of your concerns about the number of people that would attend the event. There will be four teams and we estimate about 500 people for the event. Marvin Coleman: Last time we had ten teams for the event but this time there will only be four teams. So I don't think there will be a problem. Mayor Wolf: Will the restrooms out there handle a crowd of 500? We also need to consider parking so there is no blocking of the roads. Mr. Hannah: We always try to take measures to have the facilities for the people and want to have it at the park that bears his name. To have the people come there and have a good time and celebrate. I am asking the Commission to whole heartedly consider approving this event. Mayor Wolf: What is the age group of your teams? Marvin Coleman: 18 years and up. Commissioner Strickland: Marvin I thought you were going to be having more of these events? Marvin Coleman: Some of the teams had some arguments and split up but they plan on starting back up hopefully late February or March. The only time we had a problem was when everyone was trying to leave and go home. Mayor Wolf: You all work through Jason Wheeler and he will involve all the departments needed to help out.

Commissioner Green: Do you have a date on the basketball courts, has anything been finalized. P&R Coord. Wheeler: We were waiting to see if the budget was going to be approved and we plan on putting them up as soon as possible now. Also we have the FRDAP Grants coming through that will be good for the Community.

14. COMMISSION MEMBERS REPORTS

Commissioner Strickland: I have a question on the letter going out on the Police User Fee. I am confused on whether you opt out or whether you will automatically get paid. CA Hunt: You will need to file a claim with the City to get your money. You will need to fill the letter out and mail it back to opt out of the class suit. They will need to file a suit to get any money. Monies that are left over will go back into the General Fund.

Commissioner Bivins: Chief I had a neighbor tell me they came to the Police Department to file a complaint about some feuding between neighbors in my neighborhood and they came and made a complaint about the loud music and the traffic up at Wilson and Second. Also parking in the street and they have asked me if there is anything the Police could do or if there was something I could do about this. I told my neighbor to let the Police handle the problem. Chief Reeser: Is this everyday or every weekend? Commissioner Bivins: It is every weekend and late at night. Chief Reeser: What someone needs to do is to keep calling no matter how many times they have to call.

Commissioner Bivins: Also for the new Utility Director around the corner of Mills and Kilgore in the early mornings there is a strong sewer smell there.

Mayor Wolf: I would like to extend the 3% increase that we gave the other employees to the City Manager. If it is ok he has agreed to take the 3% like the other employees but still do the evaluation also. Turn in the forms to Cassandra. Also need to see agreement on the Church parking lot. Historical Association items from Pam Law. HR Gibson Smith: I sent her a letter and have not heard anything back. CM Cannon: We may need to do something additional on this. Mayor Wolf: Also Diane get with David on the employee we spoke about and the weight restrictions to see if we had doctors notes with weight restrictions so we are not out on a limb there.

- a. - AMEND AGENDA

Mayor Wolf: Would like to Amend Agenda to add Lease for the Police Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Pamela Harrison-Bivins, Mayor Pro-Tem
SECONDER:	Don C. Clark, Commissioner
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

- b. - APPROVE POLICE DEPARTMENT COPIER LEASE

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Pamela Harrison-Bivins, Mayor Pro-Tem
SECONDER:	Don C. Clark, Commissioner
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

15. CITY ATTORNEY REPORTS

None.

16. ADJOURNMENT

- a. - ADJOURN

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Julian Green, Commissioner
SECONDER:	Pamela Harrison-Bivins, Mayor Pro-Tem
AYES:	Wolf, Harrison-Bivins, Strickland, Clark, Green

UP COMING EVENTS

- b. - SEPTEMBER 24, 2014 CITY COMMISSION MEETING AT 7:00 P.M.
- c. - OCTOBER 3, 2014 SPECIAL CITY COMMISSION MEETING AT 11:00 A.M.
- d. - OCTOBER 13, 2014 CITY COMMISSION MEETING AT 7:00 P.M.

BILLS FOR APPROVAL
City of Wildwood, Florida
September 24, 2014

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	September 7, 2014 Pay Period - 5 Employees	\$	3,995.27
2	Bank of America	Westin Hotel - J Green Conference	\$	597.90
3	Unifirst	Shirts - J Green	\$	19.59
4	Verizon Wireless	Cell Phone Service	\$	53.45

CITY MANAGER-EXECUTIVE DEPARTMENT

5	Payroll	September 7, 2014 Pay Period - 2.5 Employees	\$	5,869.42
6	Bank of America	FCCMA, Inc Training	\$	49.00
7	Bright House	Internet Service	\$	84.17
8	Office Depot	Office Supplies	\$	33.85
9	Pride Enterprises	Brochures	\$	797.65
10	Verizon Wireless	Cell Phone Service	\$	75.79

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

11	Payroll	September 7, 2014 Pay Period - 4 Employees	\$	10,303.72
12	Accela	MinuteTraQ Monthly Subscription	\$	490.00
13	Bank of America	FACC, Inc - M Roberts	\$	75.00
14	Bright House	Internet Service	\$	134.68
15	Capital Office	First Aid Ointment	\$	12.00
16	CarQuest Auto Parts Stores	Battery	\$	61.25
17	Department of Management Services	Telephone Service	\$	67.23
18	Duke Energy	Electric Service	\$	2,716.69
19	IMS	Software Maintenance	\$	432.00
20	Maggio Enterprises, Inc	Paper Products	\$	24.30
21	Massey Services	Monthly Pest Control Service	\$	45.00
22	Office Depot	Office Supplies	\$	64.22
23	Pitney Bowes	Postage Meter Lease	\$	150.00
24	The Daily Commercial	Ad	\$	62.36
25	Unifirst	Rugs	\$	25.82
26	Verizon Wireless	Cell Phone Service	\$	0.19

DEVELOPMENT SERVICES

27	Payroll	September 7, 2014 Pay Period - 4.5 Employees	\$	10,226.45
28	Bright House	Internet Service	\$	151.51
29	EGP	Mapping Printer Repair	\$	1,770.25
30	The Daily Commercial	Ads	\$	3,636.09

HUMAN RESOURCES

31	Payroll	September 7, 2014 Pay Period - 1 Employees	\$	2,592.00
32	Bright House	Internet Service	\$	33.67
33	Office Depot	Office Supplies	\$	38.56
34	Verizon Wireless	Cell Phone Service	\$	49.55

POLICE DEPARTMENT

35	Payroll	September 7, 2014 Pay Period - 36 Employees	\$	84,264.50
36	Advance Auto Parts	Halogen Headlight	\$	3.91
37	Bank of America	Postage Refill, Amazon	\$	218.75
38	CarQuest Auto Parts Stores	Brake Pad Set, Heater Core, Actuator, Coil, Radiator	\$	757.73
39	Cason and Gaskins TV Inc	Battery, Targus Card	\$	40.97
40	Century Link	Telephone Service	\$	568.00

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41	Chief Supply Law Enforcement	Magcharger, Belts, Double Mag	\$	844.37
42	CritiCall	CritiCall Elite Service Plan Renewal	\$	439.00
43	Department of Management Service	Telephone Service & DMS	\$	323.93
44	Duke Energy	Electric Service	\$	2,928.89
45	Emblem Enterprises, Inc	Patches	\$	80.19
46	Gingerch Construction & Remodeling	Material & Install Louvered Inserts	\$	290.00
47	Key Scales Ford	Parts and Repair	\$	193.83
48	Kustom Signals, Inc	Eagle IIXI Las/Radar	\$	1,569.00
49	L3 Communications	Compact Flash Card, Flashback 2	\$	358.80
50	Maggio Enterprises Inc.	Paper Products	\$	128.89
51	Massey Services	Monthly Pest Control Service	\$	25.00
52	Merritt Department Store	Shirts, Trouser	\$	424.63
53	Moore Awards Inc.	Memorial for Paula Watson	\$	167.70
54	Office Depot	Office Supplies	\$	381.58
55	Tracker Products LLC	Tracker Products Software	\$	2,300.00
56	Trans Union	Comp Reports, 411 Searches, Judgment Searches	\$	110.00
57	U.S. HealthWorks	DS Urine 10 Panel COC, PE Basics	\$	75.00
58	Verizon Wireless	Cell Phone Service, BlueTree	\$	1,984.22
59	Wildwood Tire Company	Tires and Repairs	\$	1,399.69

STREET DEPARTMENT

60	Payroll	September 7, 2014 Pay Period - 9.5 Employees	\$	18,452.75
61	Best Way Glass	Right Door Glass	\$	181.27
62	CarQuest Auto Parts Stores	Strobe Tube, Solenoid, Belts, Brakes, Bearing, Etc.	\$	525.45
63	C.R. 466A Landfill Facility, LLC	Tipping Fee	\$	1,129.72
64	Culligan	Cooler Rental and Bottled Water	\$	22.05
65	C.W. Roberts Contracting, Inc	Asphalt	\$	104.00
66	Department of Corrections	Work Squad	\$	14,374.25
67	Duke Energy	Electric Service	\$	5,700.06
68	Ernie Morris Enterprises, Inc	Office Supplies	\$	86.93
69	Logan Sitework Contractors, Inc	Fill Dirt	\$	1,458.00
70	Massey Services	Monthly Pest Control Service	\$	30.00
71	Salescorp of Florida	Gatorade	\$	84.35
72	Sumter Electric	Electric Service	\$	196.50
73	Unifirst	Uniforms	\$	41.20
74	Verizon Wireless	Cell Phone Service	\$	177.48
75	Wildwood Tire Company	Tires and Repairs	\$	257.85

FLEET SERVICES

76	Payroll	September 7, 2014 Pay Period - 2.5 Employees	\$	5,278.99
77	Bank of America	M&D Mower, All States AG Parts, Yard Stop	\$	304.60
78	Big Truck Parts	Filters	\$	85.34
79	CarQuest Auto Parts Stores	Wipers, Antifreeze, Victolex, Rivets, Back up Plates	\$	229.14
80	Culligan	Cooler Rental and Bottled Water	\$	22.04
81	Duke Energy	Electric Service	\$	137.66
82	Ernie Morris Enterprises, Inc	Office Supplies	\$	79.18
83	Massey Services	Monthly Pest Control Service	\$	10.00
84	Petty Cash	Replenish Street Dept	\$	10.00
85	Unifirst	Uniforms	\$	135.36
86	Verizon Wireless	Cell Phone Service	\$	54.56

COMMUNITY RE-DEVELOPMENT

87	Payroll	September 7, 2014 Pay Period - .5 Employees	\$	1,806.44
88	Bright House	Internet Service	\$	16.84

September 24 2014
Page 3**PARKS AND RECREATION**

89	Payroll	September 7, 2014 Pay Period - 5.5 Employees	\$ 8,178.68
90	Bright House	Internet Service	\$ 238.66
91	CarQuest Auto Parts Stores	Cable, Tail Lamp, Pipe Mount Jack, Etc.	\$ 124.22
92	Culligan	Softener Rental - Wigglesworth Lake Deaton	\$ 33.95
93	Department of Corrections	Work Squad	\$ 8,624.55
94	Department of Management Service	Telephone Service	\$ 44.82
95	Duke Energy	Electric Service	\$ 704.51
96	Massey Services	Monthly Pest Control Service	\$ 50.00
97	Office Depot	Office Supplies	\$ 33.85
98	Petty Cash	Replenish Street Dept	\$ 11.83
99	Sumter Electric	Electric Service	\$ 587.57
100	Unifirst	Uniforms	\$ 217.94
101	Turfmasters and Associates, Inc	Lawn Fertilization and Pest Control	\$ 3,065.00
102	Verizon Wireless	Cell Phone Service	\$ 94.49
103	WescoTurf	Micro Switch, Spring	\$ 166.31
104	Wildwood Tire Company	Repairs	\$ 39.62

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

105	Bright House	Internet Service	\$ 351.36
106	CarQuest Auto Parts Stores	Fuel Filter	\$ 2.54
107	Duke Energy	Electric Service	\$ 422.54
108	Massey Services	Monthly Pest Control Service	\$ 65.00
109	Ring Power	Troubleshoot Generator	\$ 421.90
110	Sumter Electric	Electric Service	\$ 1,829.83
111	Unifirst	Rugs	\$ 68.82

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

112	Payroll	September 7, 2014 Pay Period - 3 Employees	\$ 5,937.28
113	Bright House	Internet Service	\$ 101.01
114	Business Basics Etc., LLC	Blue Water Bills, Water Bills Final Notice	\$ 1,740.00
115	Capital Office	First Aid Ointment	\$ 11.99
116	CarQuest Auto Parts Stores	Battery	\$ 61.24
117	Paula Corbin	Personal Vehicle Use - Post Office Leesburg Billing	\$ 14.00
118	Duke Energy	Electric Service	\$ 779.02
119	IMS	Software Maintenance	\$ 120.50
120	Maggio Enterprises, Inc	Paper Products	\$ 24.30
121	Massey Services	Monthly Pest Control Service	\$ 25.00
122	Office Depot	Office Supplies	\$ 190.86
123	Pitney Bowes	Postage Meter Lease	\$ 150.00
124	Postmaster	Postage Utility Billing	\$ 228.54
125	Unifirst	Rugs	\$ 25.81

UTILITY DEPARTMENT

126	Payroll	September 7, 2014 Pay Period - 22 Employees	\$ 42,192.58
127	3 Wire	Auto Clave Repair	\$ 259.50
128	AWK Industries, Inc	8" Drop In Chamber	\$ 1,056.03
129	Brenntag	Liquid Chlorine	\$ 992.06
130	Bright House	Internet Service	\$ 876.88
131	CarQuest Auto Parts Stores	Gasket, Thermostat, Radiator Cap, Bladerunner, Etc	\$ 120.82
132	C & C Peat Co., Inc.	Wastewater Treatment-Dewatered Bi0-Solids	\$ 1,920.00
133	Charles Townsend Corp.	Black Printed Signs	\$ 181.40
134	Pete Cole	Boot Allowance	\$ 75.00
135	Culligan	Cooler Rental and Bottled Water	\$ 74.93
136	Data Flow Systems, Inc	Repair Pump	\$ 5,047.90

September 24 2014
Page 4

137	Department of Corrections	Work Squad	\$ 5,749.70
138	Department of Management Service	DMS Suncom	\$ 53.66
139	Duke Energy	Electric Service	\$ 25,844.28
140	Ernie Morris Enterprises, Inc	Office Supplies	\$ 99.79
141	Florida Bearings	Bearings, Jaw Coupling	\$ 1,805.92
142	Wayne Friesen	Boot Allowance	\$ 774.67
143	HACH	Bod Std Dilution	\$ 159.80
144	HD Supply Power Solutions	Power Supply, 50HP 480, Sqd ATV	\$ 5,076.06
145	Massey Services	Monthly Pest Control Service	\$ 75.00
146	Odyssey Manufacturing	Hypochlorite Solutions	\$ 5,340.22
147	Office Depot	Office Supplies	\$ 201.86
148	Pro Chem, Inc	Antibacterial Soap	\$ 217.34
149	Southern Analytical Laboratories, Inc	Environmental Testing	\$ 115.00
150	Sumter Electric	Electric Service	\$ 10,616.47
151	Sunshine State One Call of Florida	Locators for Month of August 2014	\$ 401.79
152	Sunstate Meter & Supply, Inc	T10 Meter, Meter Connection Less Bushing, Strt Conn	\$ 497.53
153	Test America	Environmental Testing	\$ 84.00
154	The Dumont Company, Inc	Hypochlorite Solutions	\$ 1,731.75
155	Unifirst	Uniforms	\$ 865.95
156	USA BlueBook	Gould's 20HP Pump, Flag, Glass Fiber Filter, Etc.	\$ 3,843.87
157	Verizon Wireless	Cell Phone Service	\$ 497.17
158	Vyper Automation, LLC	PLC Program at CR214 Repair	\$ 600.00
159	Mike Weaver	Boot Allowance	\$ 75.00
160	Wildwood Tire Company	Repairs	\$ 23.73
161	Xylem Water Solutions U.S. A. Inc	Impeller, Flush Valve Kit, Impellers, Etc.	\$ 1,544.00

MISCELLANEOUS

162	Allstate	Monthly Premium	\$ 140.12
163	COW USDA Loan Sinking Fund	Deposit Annual Principal Interest	\$ 130,000.00
164	General Fund	Wtr Utility Tax, 10% WM Fran., Gas Fuel, CRA Peavy	\$ 18,206.24
165	Liberty National	Monthly Premium	\$ 4,041.67
166	Provident Life Insurance	Monthly Premium	\$ 362.58
167	Water/Sewer Fund	BBVA Compass Reimb. American Transmission	\$ 700.00

GREENWOOD CEMETERY

ATTORNEYS/CONSULTANTS/SURVEYORS

168	Kimley Horn	Engineers Billing May, June, July 2014	\$ 96,807.61
169	Law Offices of George E. Carr, P.A.	Attorney - Police User Fees	\$ 3,927.00

FUEL INVENTORY

170	Stone Petroleum Products, Inc	Unleaded Gasoline	\$ 9,069.58
171	Stone Petroleum Products, Inc	Ultra LSD Fuel	\$ 1,665.90

TOTAL			\$ 614,409.12
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CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Cassandra Lippincott, City Clerk/Finance Dir.

Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SP 1406-05 Lakeside Landings Phase 2 – Improvement Plan (PLAT)

REQUESTED ACTION: Improvement Plan approval (SP 1406-05) for Lakeside Landings Phase 2.

Work Session (Report Only) **DATE OF MEETING:** 9/24/2014
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant seeks Improvement Plan approval from the City Commission for the Lakeside Landings Phase 2 Improvement Plan (Plat) to subdivide parcels D20=035, D20=041, D20=047, D20=048, D20=049, D20=058, D20=070, D20=070A, and D20=071 into 201 single-family residential lots with shared infrastructure. **Staff recommends approval of the Lakeside Landings Phase 2 Improvement Plan (case SP 1406-05).**

Case SP 1406-05 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, August 5th, 2014. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the Improvement Plan to the City Commission.



Melanie D. Peavy
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, August 5th, 2014 by the Special Magistrate. The applicant seeks Improvement Plan (Plat) approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the Grand Oaks Manor subdivision which consists of 400 single family lots with related infrastructure improvements. The site is generally located on the south side of C-472, one mile east of US 301. The Engineer of Record is Christopher Potts, P.E. with Farner, Barley, and Associates, Inc. of Wildwood, Florida.

Case: SP 1406-05

Parcels: D20=035, D20=041, D20=047, D20=048, D20=049, D20=058, D20=070, D20=070A, and D20=071.

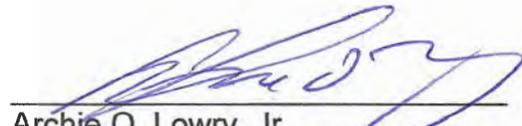
Owner: Power Corporation (Lakeside Landings)

Applicant: Farner, Barley, and Associates, Inc.

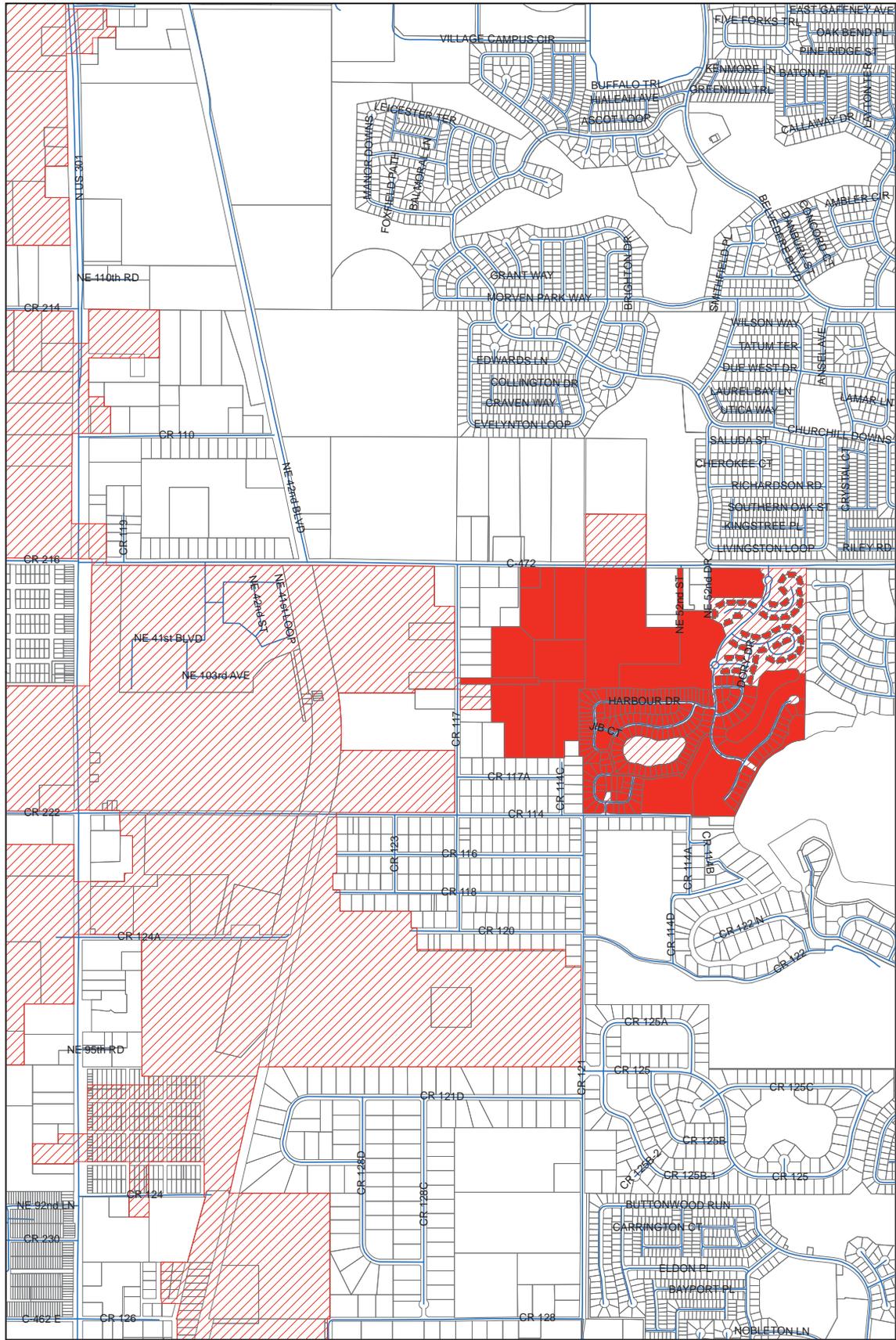
Under subsection 1.7(B)(1) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed improvement plans under the subdivision process in accordance with the procedure outlined in subsection 1.14 (B)(4)(b) and the criteria for the approval of improvement plans as defined in subsection 5.5 of the LDRs.

Based upon the testimony and information presented, the Special Magistrate recommends approval and favorable recommendation of the Improvement Plan to the City Commission.

Dated: August 5, 2014



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



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



0 Feet 640 1,280

LAKESIDE LANDINGS
RZ 1212-01

WILDWOOD, FLORIDA

SEPTEMBER 2013

LOCATION MAP

RESOLUTION NO. R2014-32

A RESOLUTION OF THE CITY OF WILDWOOD OF SUMTER COUNTY, FLORIDA, ADOPTING THE **FINAL** LEVYING OF AD VALOREM TAXES FOR THE CITY OF WILDWOOD, FLORIDA, FOR FISCAL YEAR 2014-15; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City of Wildwood, Florida, of Sumter County, Florida on September 24, 2014, adopted fiscal year 2014-15 Final millage rates following a public hearing as required by Florida Statue 200.065; and

WHEREAS, the City of Wildwood of Sumter County, Florida, held a public hearing as required by Florida Statute 200.065; and,

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Wildwood, Sumter County, Florida has been certified by the County Property Appraiser to the City of Wildwood as \$514,188,447.

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

1. The Fiscal year 2015 FINAL operating millage rate is 4.1044 mills which is greater than the rolled back rate 3.5091 by 16.96%.
2. The voted debt service millage is 0%.
3. This resolution shall take effect immediately up its adoption.

DULY ADOPTED at a public hearing this 24th day of September 2014.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Cassandra Lippincott, City Clerk

Ed Wolf, Mayor

Time Adopted: _____PM

RESOLUTION NO. R2014-33

A RESOLUTION OF THE CITY OF WILDWOOD OF SUMTER COUNTY, FLORIDA, ADOPTING THE **FINAL** BUDGET FOR FISCAL YEAR 2014-15; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City Commission of the City of Wildwood of Sumter County, Florida, on September 24, 2014, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City Commission of the City of Wildwood of Sumter County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal year 2014-15 in the amount of \$19,490,873.

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

1. The Fiscal Year – 2015 **FINAL** Budget be adopted.
2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 24th day of September, 2014.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Cassandra Lippincott, City Clerk

Time Adopted: _____ PM

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: City-Initiated Comp. Plan Amendment, CP 1405-01 (Old Library Site)

Approval of Ordinance O2014-25.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>9/10/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>9/24/14 Adoption</u>

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

Staff seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On September 2, 2014, the case was heard before the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency in which the Special Magistrate recommended approval of Ordinance O2014-25. **Staff also recommends approval of Ordinance 02014-25 (attached).**

The 7.66 +/- acre subject parcel is intended to be utilized as the new Public Works Building. The amendment reassigns the property from City "High Density Residential" to City "Public Facilities." Subject to approval of this small-scale land use change approval, the City has submitted a rezoning application for consideration.

Staff believes a Future Land Use Map designation of "Public Facilities" is appropriate based on the intended use of the property and should be approved for the following reasons:

- Justification of the proposed amendment has been adequately presented;
- The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan;
- The subject amendment does not meet the criteria of urban sprawl or exemplify an energy inefficient land use pattern;
- The proposed amendment will not have an adverse effect on environmentally sensitive systems;
- The proposed amendment will not adversely affect transportation, potable water, sewer, schools, or other public facilities without providing remedies to correct the system or facility.

The attached maps illustrate the subject parcel's relation to the surrounding area as well as the existing and proposed Future Land Use Map designations within the vicinity.

A handwritten signature in black ink that reads "Melanie D. Peavy". The signature is written in a cursive, flowing style.

Melanie D. Peavy
Development Services Director

City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate
as Local Planning Agency

The case below was heard on Tuesday, September 2nd, 2014, by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from City High Density Residential to City Public Facilities on 7.66 +/- acres. The site is generally located northwest of the intersection of Huey Street and S. Palmer Drive.

Case: CP 1405-01

Parcel: A portion of G05=113

Owner: City of Wildwood

Applicant: City of Wildwood

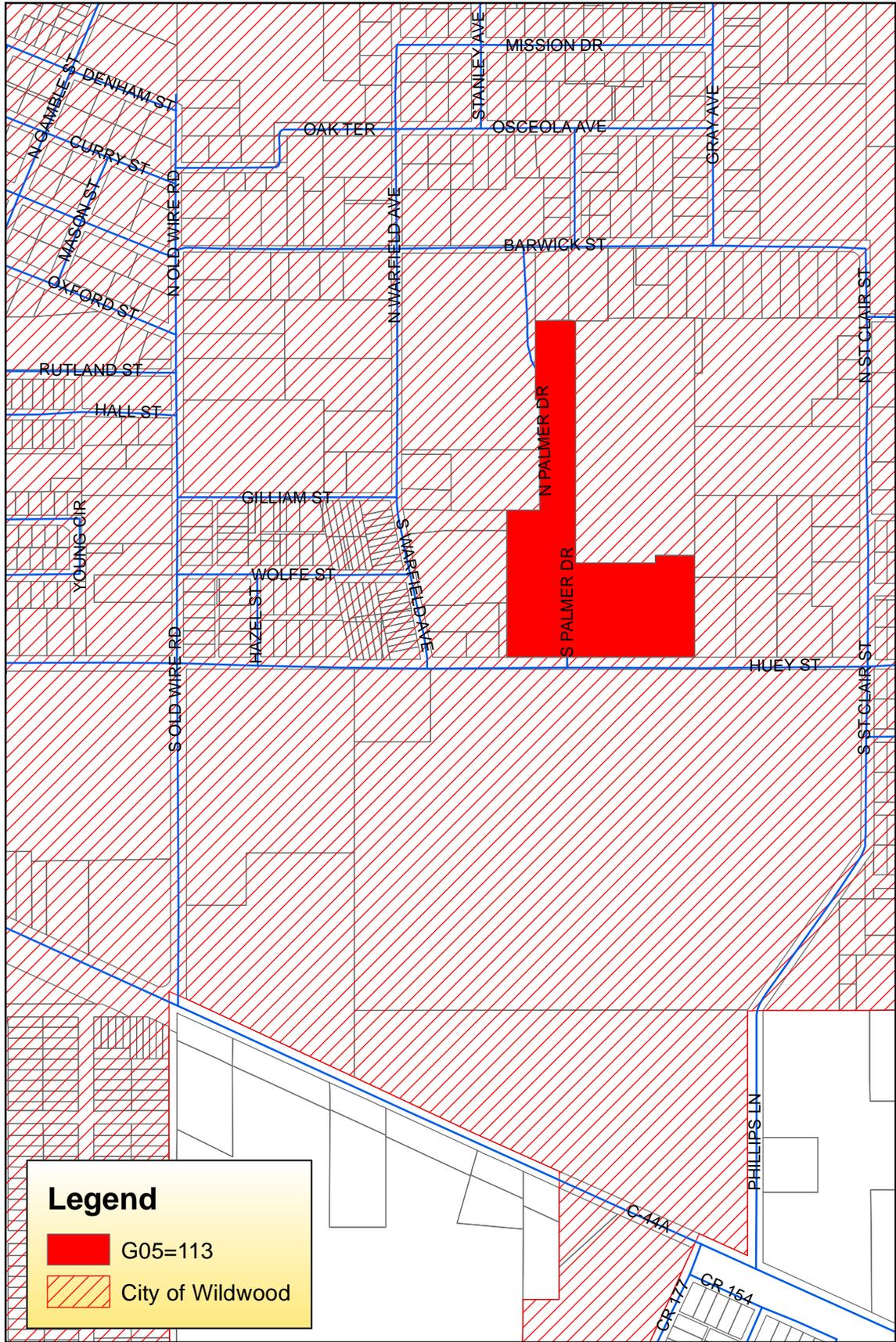
Under subsection 1.7(C) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed comprehensive plan amendments in accordance with the procedure outlined in subsection 1.14(B)(2) and the criteria for the approval of comprehensive plan amendments as defined in subsection 1.7(D) of the LDRs.

Based upon the testimony and information presented, the Special Magistrate recommends approval of the small scale land use map amendment and favorable recommendation of Ordinance O2014-25 to the City Commission with the caveat that the public safety, welfare and health of the residents in the contiguous Club Wildwood be considered as to the recreational facilities and to the sewer sanitation facilities.

Dated: September 12, 2014

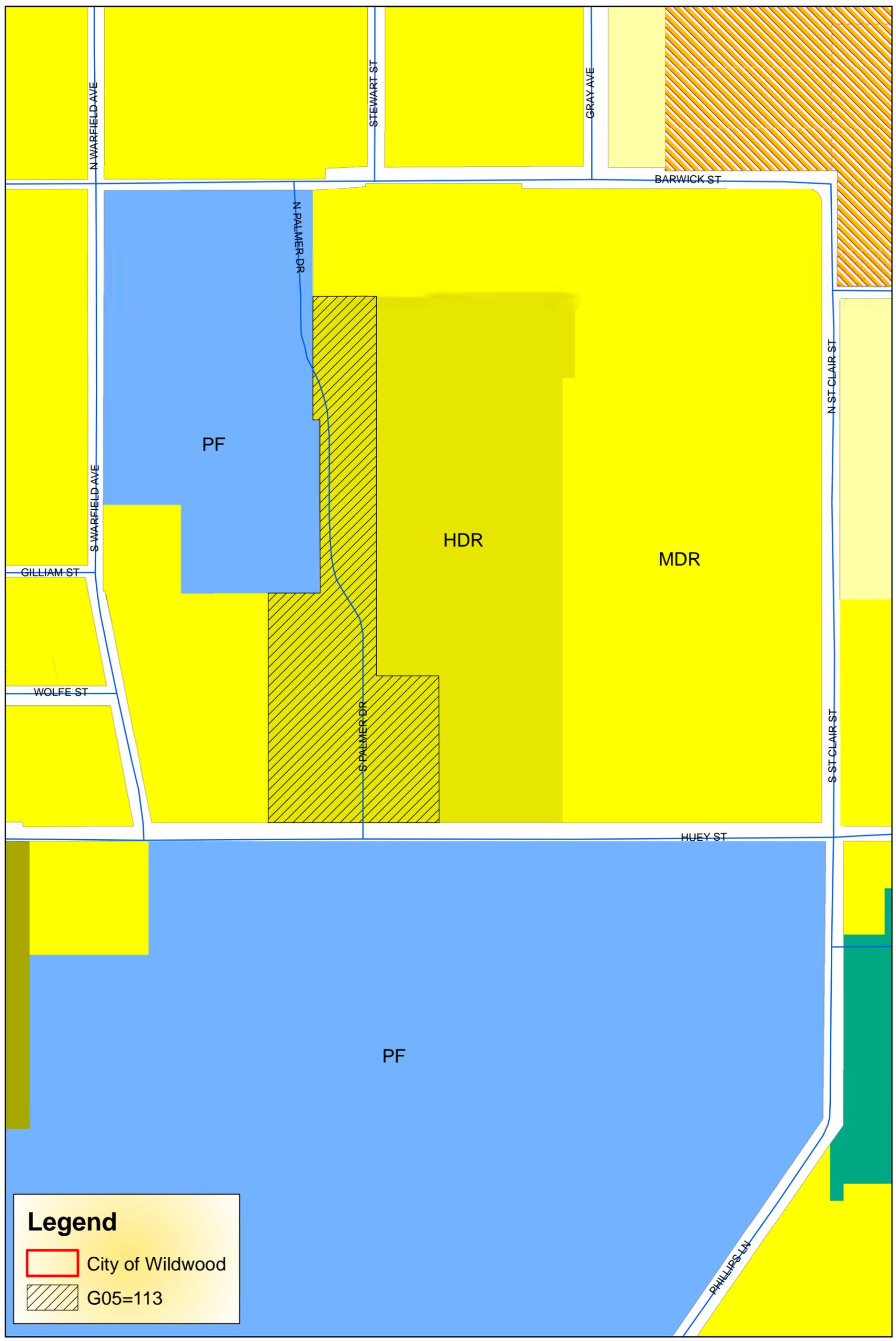


Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



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	City of Wildwood 100 North Main Street Wildwood, FL 34485 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 240 480	G05=113 Old Library/Public Works Building	
			WILDWOOD, FLORIDA	
			August 2014	LOCATION MAP



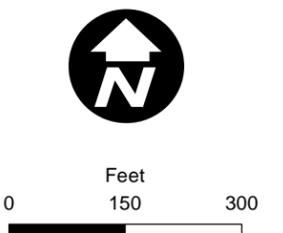
Legend

-  City of Wildwood
-  G05=113

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



G05=113
 OLD LIBRARY/PUBLIC WORKS

WILDWOOD, FLORIDA

AUGUST 2014

EXISTING LAND USE

ORDINANCE NO. O2014-25

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
PROPOSING A SMALL SCALE FUTURE LAND USE MAP
AMENDMENT TO THE ADOPTED LOCAL
COMPREHENSIVE PLAN AND FUTURE LAND USE MAP
IN ACCORDANCE WITH THE COMMUNITY PLANNING
ACT OF 2011, AS AMENDED; PROVIDING FOR
CODIFICATION; PROVIDING FOR CONFLICT; AND
PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include a land use amendment described as follows, to-wit:

A portion of parcel G05=113
Public Works Building / Old Library Site
7.66 acres +/-

LEGAL DESCRIPTION:

THAT PORTION OF THE SW 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SW 1/4, THENCE RUN N89°59'20"W ALONG THE SOUTH LINE OF SAID SW 1/4, A DISTANCE OF 661.58 FEET, THENCE N00°00'45"W 10.00 FEET TO A CONCRETE MONUMENT ON THE NORTH RIGHT-OF-WAY LINE OF HUEY STREET, THENCE N89°59'20"W ALONG SAID RIGHT-OF-WAY LINE, 308.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE N89°59'20"W ALONG SAID RIGHT-OF-WAY LINE 413.04 FEET TO A POINT ON THE WEST LINE OF THE EAST 60.00 FEET OF THE SOUTH 608.50 FEET OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 5, THENCE N00°04'27"W (N00°05'05"W RECORD) 598.50 FEET, THENCE S89°59'20"E 111.26 FEET, THENCE N00°02'06"W (N00°05'05"W RECORD) A DISTANCE OF 417.45 FEET (417.78 FEET RECORD) TO A CONCRETE MONUMENT, THENCE N89°59'20"W 17.16 FEET, THENCE N00°05'05"W 292.93 FEET (293.72 FEET RECORD), THENCE S89°58'25"E 168.19 FEET TO A FOUND 5/8 INCH IRON ROD NUMBER LB1723, AT THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 186, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE S00°00'45"E 947.49 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 186, THENCE S89°58'25"E 179.69 FEET TO THE NORTHWEST CORNER OF EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 192, PUBLIC

RECORDS OF SUMTER COUNTY, FLORIDA, THENCE S00°00'40"W 333.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 28.00 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'40"W, AND A CHORD DISTANCE OF 39.59 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 43.98 FEET TO THE POINT OF BEGINNING.
THE PROPERTY DESCRIBED CONTAINS 7.66 ACRES, MORE OR LESS.
SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

CONTAINING 7.66 ACRES MORE OR LESS.

This property is to be reclassified from City comprehensive plan designation "High Density Residential" to City comprehensive plan designation "Public Facilities."

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

SECTION 1. The adopted local Comprehensive Plan and Future Land Use Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use Map of the local comprehensive plan is attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

SECTION 4. This Ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST:

Cassandra Lippincott, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

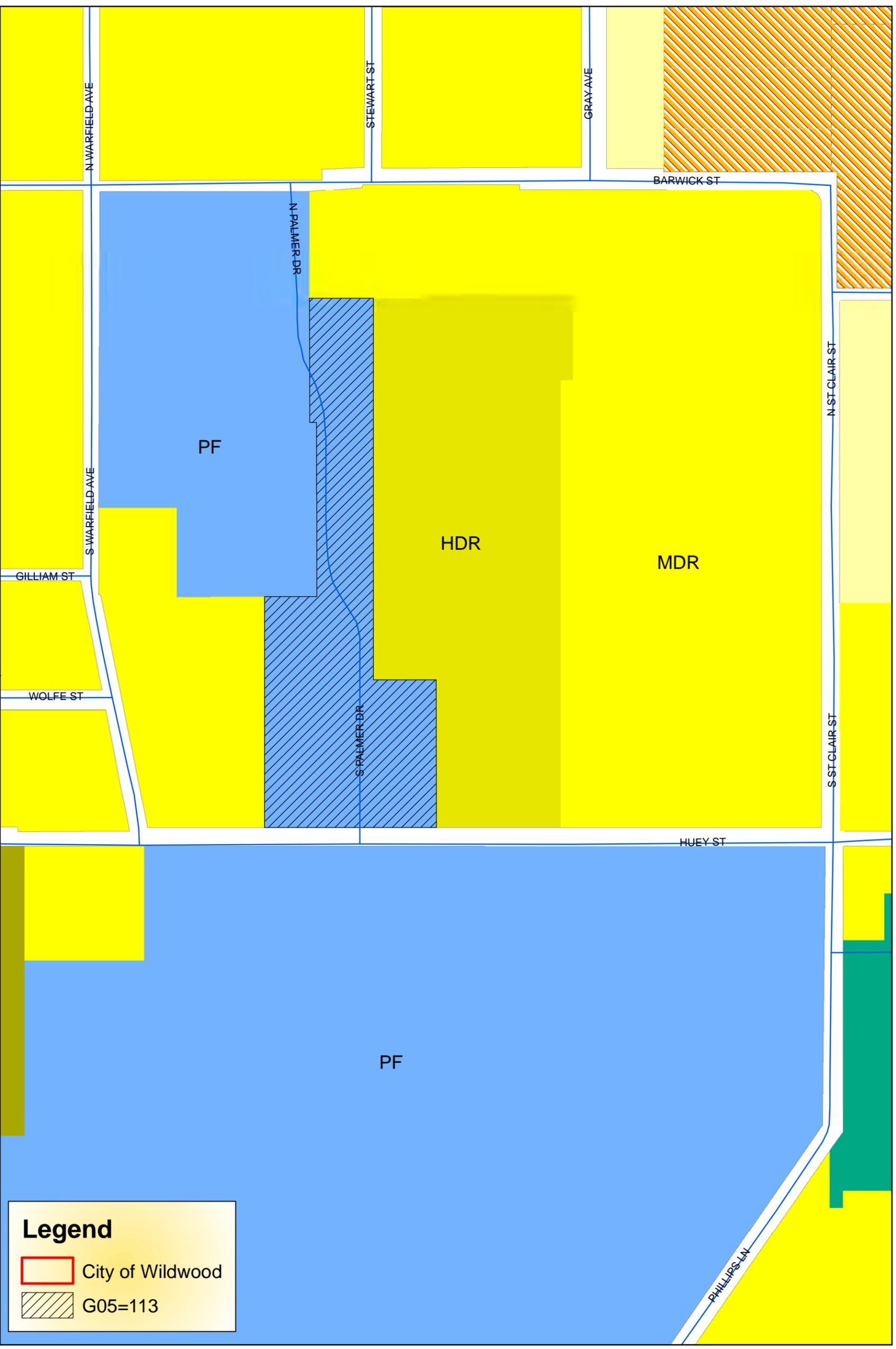
Ashley Hunt, City Attorney

Ordinance O2014-25

“Exhibit A”

A portion of G05=113 (Public Works Building / Old Library Site)

Proposed Future Land Use Map Designation



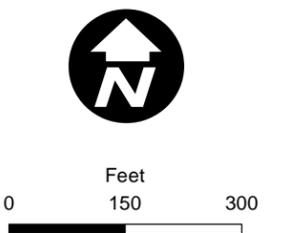
Legend

- City of Wildwood
- G05=113

I:\Terr\GIS\Maps\Existing & Proposed FLU\Proposed FLU - Old Library Public Works.mxd - 8/26/2014 4:52:29 PM - toneal



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



G05=113 OLD LIBRARY/PUBLIC WORKS	
WILDWOOD, FLORIDA	
AUGUST 2014	PROPOSED LAND USE

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: City-Initiated Rezoning, RZ 1405-01 (Old Library Site)

REQUESTED ACTION: Approval of Ordinance O2014-26.

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING: <u>9/10/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<u>9/24/14 Adoption</u>
	<input type="checkbox"/> Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

Staff seeks approval from the City Commission for a rezoning from City "R-5: High Density Residential" to City of Wildwood "PEU: Public, Educational, Utilities."

The 7.66 +/- acre subject property is located on the north side of Huey Street at the intersection of S. Palmer Drive, just to the east of downtown. The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the Future Land Use Map designation to City "Public Facilities." The requested zoning of "PEU: Public, Educational, Utilities" would bring the property into compliance with the proposed Future Land Use Map designation.

Staff recommends approval of Ordinance O2014-26 subject to approval of Ordinance O2014-25, which establishes a future land use appropriate to the proposed zoning.

Case RZ 1405-01 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, September 2, 2014. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the rezoning to the City Commission.



Melanie D. Peavy
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, September 5th, 2014 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from City "R-5: High Density Residential" to City "PEU: Public, Educational, Utilities." The property is generally located to the northwest of the intersection of Huey Street and S. Palmer Drive.

Case: RZ 1405-01

Parcel: A portion of G05=113

Owner: City of Wildwood

Applicant: City of Wildwood

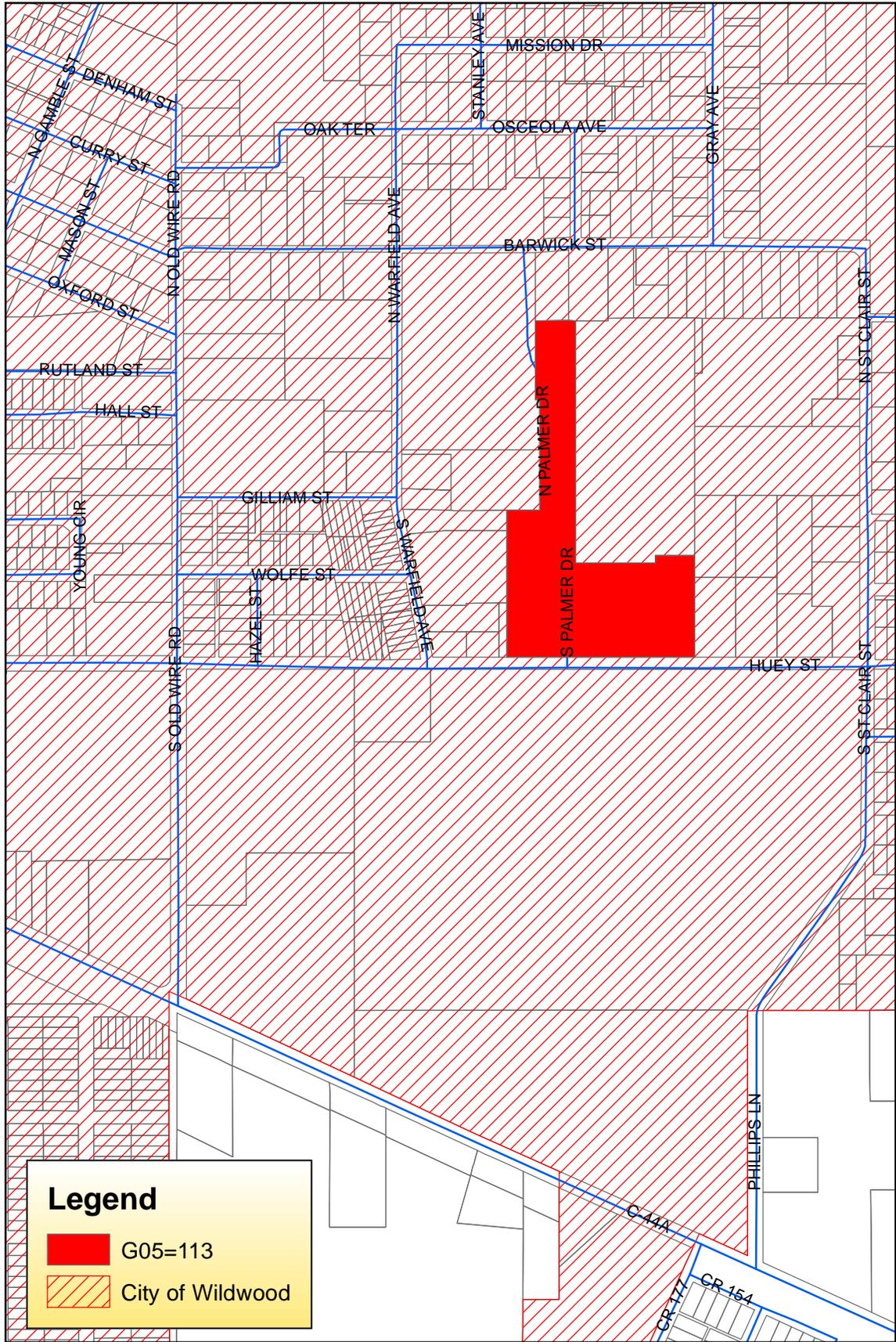
Under subsections 1.7(B)(2) and 3.3(B)(3) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of Ordinance O2014-26 to the City Commission with the caveat that the public safety, welfare and health of the residents in the contiguous Club Wildwood be considered as to the recreational facilities and to the sewer sanitation facilities.

Dated: September 15, 2014



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



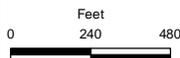
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Legend

- G05=113
- City of Wildwood



City of Wildwood
 100 North Main Street
 Wildwood, FL 34485
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 www.wildwood-fl.gov

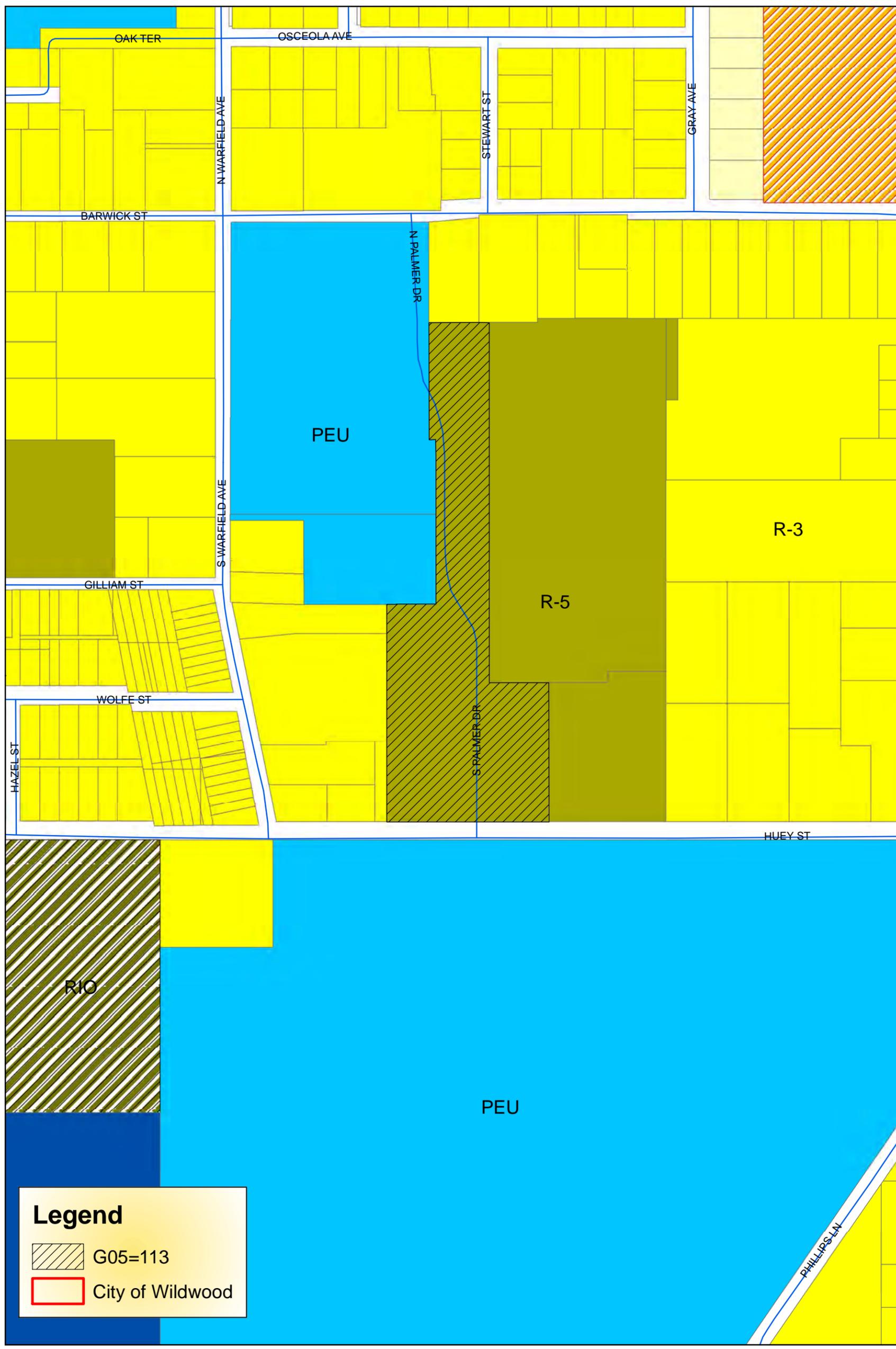


G05=113
 Old Library/Public Works Building

WILDWOOD, FLORIDA

August 2014

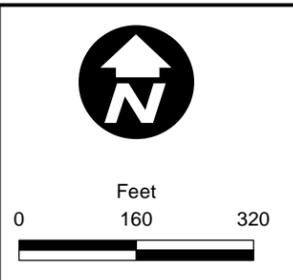
LOCATION MAP



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City of Wildwood
 100 North Main Street
 Wildwood, FL 34485
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G05=113 OLD LIBRARY/PUBLIC WORKS	
WILDWOOD, FLORIDA	
AUGUST 2014	EXISTING ZONING

ORDINANCE NO. O2014-26

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
PROPOSING A ZONING MAP AMENDMENT TO THE
OFFICIAL ZONING MAP IN ACCORDANCE WITH
SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT
REGULATIONS; PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICT; AND PROVIDING FOR AN
EFFECTIVE DATE

WHEREAS, the City of Wildwood, Florida, is proposing to amend the Official Zoning Map of said City, to include a rezoning of real property described as follows, to-wit:

A portion of parcel G05=113
Public Works Building / Old Library Site
7.66 acres +/-

LEGAL DESCRIPTION:

THAT PORTION OF THE SW 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SW 1/4, THENCE RUN N89°59'20"W ALONG THE SOUTH LINE OF SAID SW 1/4, A DISTANCE OF 661.58 FEET, THENCE N00°00'45"W 10.00 FEET TO A CONCRETE MONUMENT ON THE NORTH RIGHT-OF-WAY LINE OF HUEY STREET, THENCE N89°59'20"W ALONG SAID RIGHT-OF-WAY LINE, 308.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE N89°59'20"W ALONG SAID RIGHT-OF-WAY LINE 413.04 FEET TO A POINT ON THE WEST LINE OF THE EAST 60.00 FEET OF THE SOUTH 608.50 FEET OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 5, THENCE N00°04'27"W (N00°05'05"W RECORD) 598.50 FEET, THENCE S89°59'20"E 111.26 FEET, THENCE N00°02'06"W (N00°05'05"W RECORD) A DISTANCE OF 417.45 FEET (417.78 FEET RECORD) TO A CONCRETE MONUMENT, THENCE N89°59'20"W 17.16 FEET, THENCE N00°05'05"W 292.93 FEET (293.72 FEET RECORD), THENCE S89°58'25"E 168.19 FEET TO A FOUND 5/8 INCH IRON ROD NUMBER LB1723, AT THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 186, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE S00°00'45"E 947.49 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 186, THENCE S89°58'25"E 179.69 FEET TO THE NORTHWEST CORNER OF EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 192, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE S00°00'40"W 333.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND

HAVING A RADIUS OF 28.00 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'40"W, AND A CHORD DISTANCE OF 39.59 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 43.98 FEET TO THE POINT OF BEGINNING.
THE PROPERTY DESCRIBED CONTAINS 7.66 ACRES, MORE OR LESS.
SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

CONTAINING 7.66 ACRES MORE OR LESS.

This property is to be reclassified from City zoning "R-5: High Density Residential" to City zoning "PEU: Public, Educational, Utilities."

AND WHEREAS, the rezoning is consistent with the City's Comprehensive Plan and Land Development Regulations.

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

SECTION 1. The Official Zoning Map of the City of Wildwood, Florida is hereby amended to include the above-referenced property as indicated above. The amendment to the Official Zoning Map is attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

SECTION 4. This Ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Cassandra Lippincott, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

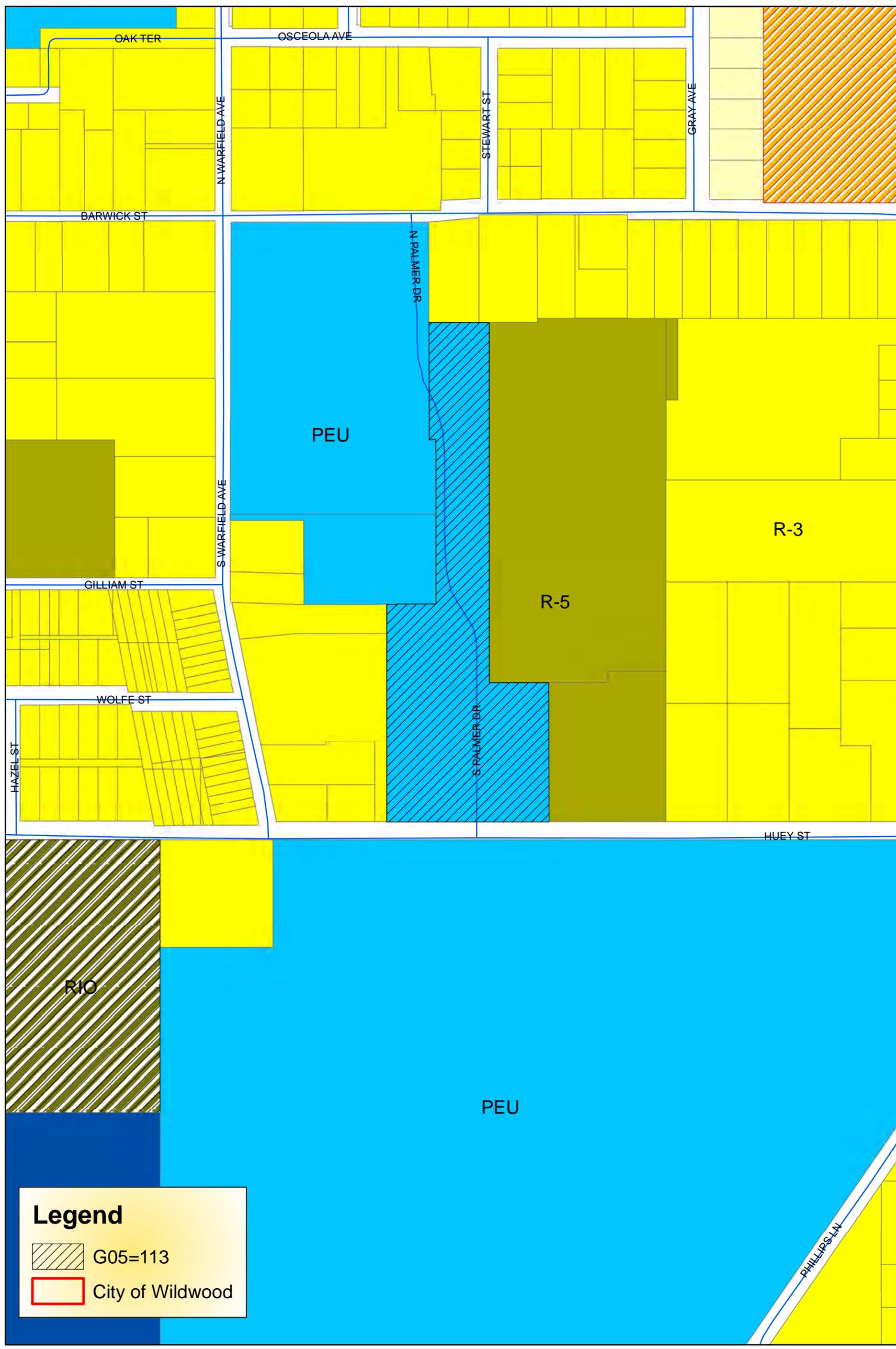
Ashley Hunt, City Attorney

Ordinance O2014-26

“Exhibit A”

A portion of G05=113 (Public Works Building / Old Library Site)

Proposed Zoning Map Designation



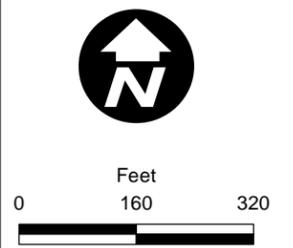
I:\Terr\GIS\Maps\Existing & Proposed Zoning\Proposed Zoning - Old Library public works.mxd - 8/26/2014 3:40:49 PM - tneal

Legend

-  G05=113
-  City of Wildwood



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



G05=113 OLD LIBRARY/PUBLIC WORKS	
WILDWOOD, FLORIDA	
AUGUST 2014	PROPOSED ZONING

RESOLUTION NO. R2014-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR INCREASES TO THE SOLID WASTE USER CHARGE; PROVIDING AN EFFECTIVE DATE. RESCINDING RESOLUTION NO. R2014-12.

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

WHEREAS, the contract provides that Waste Management can request an annual increase to the rates based on CPI and fuel adjustments; and,

WHEREAS, Waste Management has requested a change in the rates based on a combination of CPI and fuel adjustments: and,

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

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

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

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

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

PASSED AND RESOLVED, this _____day of _____, 2014.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL:

Ed Wolf, Mayor

ATTEST: _____
Cassandra Lippincott, City Clerk

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: September 24,
2014

Subject: IPO # 32

Submitted By: David Watson, P.E., Utility Director

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of Kimley Horn, IPO # 32, CR 468 Interchange Utility Relocations Construction Phase Services, proposal for approval in the amount of \$9,500.00

BACKGROUND:

- The Villages in conjunction with Sumter County are widening CR 468 from SH 44 to the Florida Turnpike. The City of Wildwood, as part of this widening project must relocate it's utilities along CR 468 to comply with the new design.
- A contract was awarded to Hamlet Underground in the amount of \$489,865.50 to perform the utility relocations. Kimley-Horn was previously contracted to design the relocations for the City of Wildwood. Construction management was not included as part of the design contract.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- The City has both a water main and wastewater force main that will require relocation for the construction of the new interchange.
- The proposed contract for construction phase services is approximately 2% of the total construction cost, which is within nationally acceptable parameters for engineering fees for this type of work.

CONCLUSIONS:

- **This is a needed service to complete the construction contract previously awarded by the city.**

LEGAL REVIEW:

RECOMMENDATIONS:

- Staff recommends approval of the IPO #32 in the amount of \$9,500.00.

FISCAL IMPACT:

- Project shall be funded from the Sewer and Water System TIE Fees accounts with an unencumbered balance of \$50,344.27 (water) and \$409,356.97 (wastewater)

ALTERNATIVES:

- None, Engineering management services are required to complete the previously approved construction relocation project for CR468.

SUPPORT MATERIAL:

- Copy of KHA IPO #32

ZDW

INDIVIDUAL PROJECT ORDER NUMBER 32

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Wildwood (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 7, 2009, which is incorporated herein by reference.

Identification of Project:

Project: CR 468 Interchange Utility Relocations Construction Phase Services

Client: City of Wildwood

General Category of Services:

The Villages and Sumter County are designing and permitting a new interchange with off ramp improvements at the intersection of the Florida Turnpike and C468. As a result of the proposed improvements, the City of Wildwood will be required to relocate their existing utilities that are in conflict with the new interchange.

Kimley-Horn was previously contracted to design and permit the utility relocations. The project has been bid and is proceeding to construction. Kimley-Horn did not include construction phase services in the previous contract. This proposal describes the scope and fee for the construction phase services.

Specific Scope of Basic Services:

Task 1 – Construction Phase Services

- A. *Visits to Site and Observation of Construction.* The Consultant will provide on-site construction observation services during the construction phase. The Consultant will make visits at intervals as required to ensure that the work is being performed in accordance with the plans and specifications. Additional observations may be required based on unforeseen conditions and contractor performance. Such visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on the Consultant exercise of professional judgment. Based on information obtained during such visits and such observations, the Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant will keep Client informed of the general progress of the Work.

The purpose of the Consultant site visits will be to enable the Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to the Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. The Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- B. *Recommendations with Respect to Defective Work.* The Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents. *Clarifications and Interpretations.* The Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- C. *Change Orders.* Kimley-Horn may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- D. *Shop Drawings and Samples.* The Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- E. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- F. *Inspections and Tests.* The Consultant may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within the Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- G. *Disagreements between Client and Contractor.* The Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, the Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- H. *Applications for Payment.* Based on its observations and on review of applications for payment and accompanying supporting documentation, the Consultant will determine the amounts that the Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute the Consultant's representation to Client, based on such observations and review, that, to the best of the Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, the Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- I. By recommending any payment, the Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to the Consultant in this Agreement. It will also not impose responsibility on the Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- J. *Substantial Completion.* The Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, the Consultant considers the Work substantially complete, the Consultant will notify Client and Contractor.
- K. *Final Notice of Acceptability of the Work.* The Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to the Consultant upon which it is entitled to rely.
- L. *Limitation of Responsibilities.* The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- M. The site observations included in this scope of work is based on an average of 5 hours of site observations and 5 hours of construction coordination each week (5 day work week) over a 60 calendar day construction duration.

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Schedule:

Kimley-Horn will begin services upon receipt of an executed IPO. The above services will be provided as expeditiously as possible to meet a mutually agreed upon schedule.

Method of Compensation:

The Engineer will complete the above scope of services for the fees detailed below, inclusive of expenses. A breakdown of fee by task is as follows:

Task	Description	Lump Sum Fee
Task 1	Construction Phase Services	\$9,500.00
Total:		\$9,500.00

Other Special Terms of Individual Project Order:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: 
Richard V. Busche, PE, CFM

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: September, 2014

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Sept 24, 2014

Subject: Coleman WTP Repairs

Submitted By: David Watson, P.E., Utility Director

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of Odyssey Manufacturing Company, Project #142173088, Coleman WTP Repairs, application for payment No. 2 in the amount of \$280,710.00

BACKGROUND:

- **Coleman Water Treatment Plant Repairs (CR 501 WTP)**
 - On January 13th, 2014 the City awarded the contract for construction of the CR 501 WTP repairs to Odyssey Manufacturing Company in the amount of \$ 1,021,500.00.
 - As an update for the pay application, the new liquid chlorination system has been tested and is fully functional, all major pumping equipment has been transferred over to the new system, tested and fully functional, The new VFD's have been tested and operational. The main computer system has been installed and software programming has been ongoing. Miscellaneous construction, repairs, and clean up.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS: N/A at this time

CONCLUSIONS:

Staff and KH&A have reviewed the pay application, verified the percentages of completion and agree with the contractor's submittal.

LEGAL REVIEW: N/A at this time

RECOMMENDATIONS:

- Staff and Kimley-Horn and Associates, Inc. recommend approval of pay application No. 2 for Odyssey Manufacturing Company in the amount of \$280,710.00.

FISCAL IMPACT:

- The original contract sum is 1,021,500.00 leaving a balance of \$236,600.00.

ALTERNATIVES: N/A

SUPPORT MATERIAL:

- Application and certification for payment document from Odyssey Manufacturing Company, dated August 30, 2014 with a payment tabulation sheet.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

PROJECT: Coleman WTP Repairs
 APPLICATION NO: 2
 PERIOD TO: 8/30/2014
 PROJECT NOS: 142173088
 CONTRACT DATE: 02/05/14

TO OWNER:
 City of Wildwood, Florida
 100 N. Main Street
 Wildwood, FL 34785
 FROM CONTRACTOR:
 Odyssey Manufacturing Company
 1484 Massaro Boulevard
 Tampa, Florida 33619
 CONTRACT FOR: Coleman WTP Repairs

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM \$ 1,021,500.00
- Net change by Change Orders 0.00
- CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,021,500.00
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 871,000.00
- RETAINAGE:
 - a. 10 % of Completed Work \$ 87,100.00
 - b. (Column D + E on G703) \$ n/a
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 87,100.00
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 783,900.00
- CURRENT PAYMENT DUE \$ 503,190.00
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6) \$ 280,710.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: August 29, 2014

MICHAEL P. AZZARELLA
 MY COMMISSION # EE 14824
 EXPIRES: November 4, 2015
 Banded thru Budget/Money Services



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 280,710.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By:  Date: 8/29/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 8/30/2014

PERIOD TO: 8/30/2014

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	FROM PREVIOUS APPLICATION (D + E)					
	MISCELLANEOUS								
	Mobilization, Bonds, and Insurances	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$100.00
	Erosion Control Plan	\$600.00	\$0.00	\$600.00	\$0.00	\$0.00	\$600.00	\$0.00	\$60.00
	Demolition	\$5,900.00	\$1,500.00	\$1,000.00	\$0.00	\$0.00	\$2,500.00	\$3,400.00	\$250.00
	Site Restoration	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00
	Startup Testing	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
	As-Builts	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
	O & M Manuals	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00
	Demobilization	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$200.00
	Cotterman Security Ladder Replacement	\$4,000.00	\$1,800.00	\$2,200.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$400.00
	3-Ton Gantry Crane/1 Ton Gantry Crane	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$120.00
	Field Location of Existing Utilities	\$2,900.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$400.00	\$250.00
	STORM DRAIN SYSTEM								
	WATER UTILITY SYSTEM								
	Piping/Fittings/Tubing/Valves/Supports	\$5,200.00	\$2,600.00	\$2,600.00	\$0.00	\$0.00	\$5,200.00	\$0.00	\$520.00
	4x4 Concrete Vault for Chlorine Injection	\$9,000.00	\$0.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	\$0.00	\$900.00
	1550-Gallon Double Wall Storage Tank	\$15,000.00	\$12,000.00	\$3,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$1,500.00
	Blue Planet Triplex Skid	\$46,000.00	\$45,000.00	\$1,000.00	\$0.00	\$0.00	\$46,000.00	\$0.00	\$4,600.00
	Depolox 3Plus Monitoring Device	\$6,000.00	\$5,200.00	\$800.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$600.00
	GA 250D 8" Check Valves	\$12,000.00	\$9,000.00	\$3,000.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$1,200.00
	GA 250D 4" Check Valves	\$5,000.00	\$2,300.00	\$2,700.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$500.00
	New Pressure Transmitters	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$250.00
	Clean and Coat Existing Storage Tanks	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$3,000.00
	GRAND TOTALS	\$164,300.00	\$117,600.00	\$26,900.00	\$0.00	\$0.00	\$144,500.00	\$19,800.00	\$14,450.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 3 OF 3 PAGES

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2

APPLICATION DATE: 8/30/2014

Contractor's signed certification is attached.

PERIOD TO: 8/30/2014

In tabulations below, amounts are stated to the nearest dollar.

ARCHITECT'S PROJECT NO: N/A

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR B)	G TOTAL COMPLETED AND STORED TO DATE (D+H+I)	H BALANCE TO FINISH (G - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BUILDING IMPROVEMENTS								
	Building Improvement Costs	\$100,000.00	\$35,000.00	\$65,000.00	\$0.00	\$100,000.00	100.00%	\$0.00	\$10,000.00
	Additional Foundation Work Allowance	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$250.00
	Exhaust Fan Support Allowance	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	\$0.00
	ELECTRICAL IMPROVEMENTS								
	Security System Improvements	\$90,000.00	\$75,000.00	\$10,000.00	\$0.00	\$85,000.00	94.44%	\$5,000.00	\$8,500.00
	SCADA System Installation + Software	\$185,000.00	\$140,000.00	\$0.00	\$0.00	\$140,000.00	75.68%	\$45,000.00	\$14,000.00
	Redundant Wonderware InTouch SCADA	\$13,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	61.54%	\$5,000.00	\$800.00
	Gate Assembly/Controller - Coleman	\$17,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	29.41%	\$12,000.00	\$500.00
	Lightning Protection System - Coleman	\$10,000.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	75.00%	\$2,500.00	\$750.00
	Generator Improvements - Coleman	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$2,500.00
	Miscellaneous Electrical Impv - Coleman	\$270,000.00	\$135,000.00	\$110,000.00	\$0.00	\$245,000.00	90.74%	\$25,000.00	\$24,500.00
	Gate Assembly/Controller - CR 214	\$15,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	33.33%	\$10,000.00	\$500.00
	Lightning Protection System - CR 214	\$15,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	66.67%	\$5,000.00	\$1,000.00
	Generator Improvements - CR 214	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$1,500.00
	Miscellaneous Electrical Impv - CR 214	\$40,000.00	\$10,000.00	\$10,000.00	\$0.00	\$20,000.00	50.00%	\$20,000.00	\$2,000.00
	MECHANICAL IMPROVEMENTS								
	Wall Mount A/C Installations AC1/AC2	\$14,500.00	\$0.00	\$14,500.00	\$0.00	\$14,500.00	100.00%	\$0.00	\$1,450.00
	Mini-Split Installation (HPI)	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$500.00
	Plumbing Improvements	\$17,000.00	\$10,000.00	\$7,000.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$1,700.00
	Miscellaneous Mechanical Improvements	\$22,000.00	\$11,000.00	\$11,000.00	\$0.00	\$22,000.00	100.00%	\$0.00	\$2,200.00
	GRAND TOTALS	\$857,200.00	\$441,500.00	\$285,000.00	\$0.00	\$726,500.00		\$130,700.00	\$72,650.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CITY OF WILDWOOD
 COLEMAN WATER TREATMENT PLANT REPAIRS
 PROJECT # 142173088
 SCHEDULE OF VALUES
 DATED 1/23/2014

Description	Material	Labor	Total
MISCELLANEOUS			
<i>Mobilization, Bonds, and Insurances</i>	\$0	\$1,000	\$1,000
<i>Erosion Control Plan Compliance and Monitoring</i>	\$0	\$600	\$600
<i>Demolition (Existing Pipe, Bldg Add., Cl2 Shed, MCC Wall)</i>	\$1,100	\$4,800	\$5,900
<i>Site Restoration</i>	\$1,000	\$3,000	\$4,000
<i>Startup Testing</i>	\$0	\$5,000	\$5,000
<i>As-Builts</i>	\$300	\$2,700	\$3,000
<i>O & M Manuals</i>	\$300	\$2,700	\$3,000
<i>Demobilization</i>	\$0	\$1,000	\$1,000
<i>Cotterman Security Ladder Replacement</i>	\$1,000	\$1,000	\$2,000
<i>3-Ton Gantry Crane/1 Ton Gantry Crane</i>	\$1,800	\$2,200	\$4,000
<i>Field Location of Existing Utilities</i>	\$200	\$1,000	\$1,200
STORM DRAIN SYSTEM	\$1,200	\$1,700	\$2,900
WATER UTILITY SYSTEM			
<i>Piping/Fittings/Tubing/Valves/Supports/Appurtenances</i>	\$2,600	\$2,600	\$5,200
<i>4x4 Concrete Vault for Chlorine Injection Point</i>	\$4,500	\$4,500	\$9,000
<i>1550-Gallon Double Wall Storage Tank with Piping</i>	\$12,000	\$3,000	\$15,000
<i>Blue Planet Triplex Skid w/Prominent Sigma I Pumps</i>	\$45,000	\$1,000	\$46,000
<i>Depolox 3Plus Monitoring Device and Free Chlorine Cell</i>	\$5,200	\$800	\$6,000
<i>GA 250D 8" Check Valves with Limit Switches</i>	\$9,000	\$3,000	\$12,000
<i>GA 250D 4" Check Valves with Limit Switches</i>	\$2,300	\$2,700	\$5,000
<i>New Pressure Transmitters (2)</i>	\$2,100	\$400	\$2,500
<i>Clean and Coat Existing Storage Tank Exteriors</i>	\$26,500	\$3,500	\$30,000
BUILDING IMPROVEMENTS			
<i>Building Improvement Costs</i>	\$72,000	\$28,000	\$100,000
<i>Additional Foundation Work Allowance</i>	\$2,500	\$0	\$2,500
<i>Exhaust Fan Support Allowance</i>	\$1,200	\$0	\$1,200
ELECTRICAL IMPROVEMENTS			
<i>Security System Improvements</i>	\$0	\$90,000	\$90,000
<i>SCADA System Installation + Software</i>	\$183,500	\$1,500	\$185,000
<i>Redundant Wonderware InTouch SCADA Server</i>	\$13,000	\$0	\$13,000
<i>Gate Assembly and Controller Instrumentation - Coleman</i>	\$0	\$17,000	\$17,000
<i>Lightning Protection System - Coleman</i>	\$7,500	\$2,500	\$10,000
<i>Generator Improvements - Coleman</i>	\$5,000	\$20,000	\$25,000
<i>Miscellaneous Electrical Improvements - Coleman</i>	\$70,000	\$200,000	\$270,000
<i>Gate Assembly and Controller Instrumentation - CR 214</i>	\$0	\$15,000	\$15,000
<i>Lightning Protection System - CR 214</i>	\$13,100	\$1,900	\$15,000
<i>Generator Improvements - CR 214</i>	\$13,000	\$2,000	\$15,000
<i>Miscellaneous Electrical Improvements - CR 214</i>	\$5,000	\$35,000	\$40,000
MECHANICAL IMPROVEMENTS			
<i>Wall Mount A/C Installations (AC1 & AC 2)</i>	\$12,300	\$2,200	\$14,500
<i>Mini-Split Installation (HP1)</i>	\$3,800	\$1,200	\$5,000
<i>Plumbing Improvements</i>	\$6,500	\$10,500	\$17,000
<i>Miscellaneous Mechanical Improvements</i>	\$4,000	\$18,000	\$22,000
Total			\$1,021,500

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Sept 24, 2014

Subject: CR 466A Widening

Submitted By: David Watson, P.E., Utility Director

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of D.A.B. Constructors, Inc., Project # CR 466A –ITB-016-0-2013/AT, City of Wildwood-Utility Work, Application for payment No. 10 in the amount of \$3,341.25.

BACKGROUND:

- Sumter County is widening CR 466A (Cleveland Avenue) from west of Powell Road to US Highway 301.
- The City has both water and wastewater utilities located within the ROW which require relocation to accommodate the widening.
- The City has a contract with DAB Constructors, Inc. to relocate these existing water and wastewater mains and services that are in conflict with the road widening.
- Utility relocation has been ongoing and is nearing completion.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- The underground utility relocation has been ongoing and nearing completion.
- The pay request is for completed work to date that is covered under the relocation project.

CONCLUSIONS:

- Staff and KH&A have reviewed the pay application, verified the percentages of completion and agree with the contractor's submittal.

LEGAL REVIEW: N/A

RECOMMENDATIONS:

- Staff and Kimley-Horn and Associates, Inc. recommend approval of pay application No. 10 for D.A.B. Constructors, Inc. in the amount of \$3,341.25

FISCAL IMPACT:

- Original contract price \$211,158.45
- Pay request \$3,341.25

ALTERNATIVES: N/A

SUPPORT MATERIAL:

- D.A.B. Constructors, Inc pay application request, invoice No. 584-CW-11 dated July 30, 2014

Kimley»Horn

Transmittal

Date: August 28, 2014 Job Number: 142109043

Project Name: C466A Widening

To: Bill Ed Cannon
City Manager
City of Wildwood
100 N. Main Street
Wildwood, Florida 34785

We are sending these by

- U.S. Mail FedEx/UPS Via Courier Other:

We are sending you

Copies	Date	Description
1	08/16/2014	Approved Pay Application #10
1	07/30/2014	Consent of Surety to Partial Payment

These are transmitted as checked below:

- For your use Return For review and comment

Remarks: Kimley-Horn has reviewed the application and we recommend payment in the amount of \$3,341.25.

Please let me know if you need anything further to process this request.

Copy to: Kathryn Barnes, DAB Constructors, Inc.
Mark O'Dell, City of Wildwood

Signed, 
Richard V. Busche, P.E., CFM

K:\OCA_Civil\142109043 - C466A Construction Services\doc\Tbc140828rvb - Pay App 10.docx

SECTION 00622 - APPLICATION FOR PAYMENT NO. 10-BASE CONTRACT WORK

To: City of Wildwood
 Contract for: CR 466A - ITB-016-0-2013/AT
 For Work Accomplished through the date of: 7/31/2014

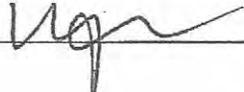
ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
See attached schedule of items.	\$ 211,158.45	1.00	\$ 211,158.45		\$ 159,518.04
C.O. No. 1	\$ 15,090.00				
C.O. No. 2	\$ 5,590.65				\$ 6,556.77
Total Co's	\$ 20,680.65				\$ 6,556.77

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 166,074.81
Schedule of Items	LESS 10% RETAINAGE	\$ 16,607.48
	AMOUNT DUE TO DATE	\$ 149,467.33
	LESS PREVIOUS PAYMENTS	\$ 146,126.08
	AMOUNT DUE THIS APPLICATION	\$ 3,341.25

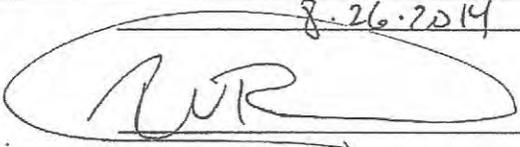
CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER an account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 10 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: 8/13/2014 2014 CONTRACTOR: D.A.B. CONSTRUCTORS, INC.

By:  William J. Bachschmidt, Vice President
 William Bachschmidt, Vice President

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

Date: 8.26.2014 2014
 By:  Richard V. Busche, P.E., CFM
 Vice President
 Kimley-Horn and Associates, Inc.

END OF SECTION

DAB Constructors, Inc.
 P.O. Box 1589
 Inglis, FL. 34449

D.A.B. CONSTRUCTORS, INC.
 P.O. BOX 1589 INGLIS, FL. 34449

INVOICE -CR 466A Widening-City of Wildwood-Utility Work

DAB INVOICE # 584-CW-11

City of Wildwood
 C/O Kimley Horn
 1823 Southeast Fort King Street
 Suite 200
 Ocala, FL 34471

DAB JOB NO.: 584
 ESTIMATE NO.: 11
 PERIOD ENDING: July 1 2014
 DATE: July 31 2014

Contract Day

Bid Item Number	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT Price	TOTAL	CURRENT QUANTITY	PERIOD AMOUNT	TOTAL QUANTITY	TO DATE AMOUNT
136.CW125	SS 8" PVC 6-12 SDR26-F&I	LF	667	25.60	\$ 17,075.20		\$	667.00	\$ 17,075.20
136.CW125	SS 8" PVC 6-12 SDR26-Stockpile			25.60			\$	139.80	\$ 3,578.88
136.CW125	SS 8" PVC 6-12 SDR26-stockpile deduct		1	139.80			\$	-1.00	\$ (139.80)
137.CW126	SEWER MANHOLE W/EPOXY 6-12	EA	3	2,643.00	\$ 7,929.00		\$	3.00	\$ 7,929.00
138.CW127	ADJUST EXIST MANHOLE TO GRADE-SS	EA	5	626.00	\$ 3,130.00		\$	2.00	\$ 1,252.00
139.CW128	RECONNECT EXIST SEWER SERVICE	EA	9	606.00	\$ 5,454.00		\$	0.00	\$ -
140.CW129	CONNECT EXIST 8" MAIN TO MANHOLE	EA	1	472.00	\$ 472.00		\$	0.00	\$ -
141.CW130	SANITARY SEWER INSP AND TESTING	LS	1	1,356.00	\$ 1,356.00		\$	0.00	\$ -
142.CW131	2" PVC WATER MAIN-F&I	LF	1071	11.55	\$ 12,370.05		\$	99.59	\$ 1,160.26
142.CW131	2" PVC WATER MAIN-Stockpile		1071	11.55			\$	-1.00	\$ (1,150.26)
142.CW131	2" PVC WATER MAIN-Stockpile Deduct for Installed Work			1,150.26			\$	37.00	\$ 906.50
143.CW132	6" PVC WATER MAIN-F&I	LF	42	24.50	\$ 1,029.00		\$	25.67	\$ 628.96
143.CW132	6" PVC WATER MAIN-Stockpile			24.50			\$	-41.99	\$ (628.96)
143.CW132	6" PVC WATER MAIN-Stockpile Deduct for Installed Work		42	14.98			\$	0.00	\$ -
144.CW133	10" PVC WATER MAIN-F&I	LF	62	36.10	\$ 2,238.20		\$	46.61	\$ 1,682.48
144.CW133	10" PVC WATER MAIN-Stockpile			36.10			\$	-62.00	\$ (1,682.68)
144.CW133	10" PVC WATER MAIN-Stockpile Deduct for Installed Work		62	27.14			\$	2216.00	\$ 73,128.00
145.CW134	12" PVC WATER MAIN-F&I	LF	2869	33.00	\$ 94,677.00	112.50	\$ 3,712.50	1612.63	\$ 53,216.76
145.CW134	12" PVC WATER MAIN-Stockpile			33.00			\$	-2103.5000	\$ (39,019.93)
145.CW134	12" PVC WATER MAIN-Stockpile Deduct from previous pay	LF	2623.5	18.55			\$	415.00	\$ 7,885.00
146.CW135	SERVICE LINE-F&I	LF	415	19.00	\$ 7,885.00		\$	25.34	\$ 481.50
146.CW135	SERVICE LINE-Stockpiled			19.00			\$	-415.00	\$ (481.40)
146.CW135	SERVICE LINE-Stockpile Deduct for Installed work			1.16			\$		

DAB Constructors, Inc.
 P.O. Box 1589
 Inglis, FL. 34449

D.A.B. CONSTRUCTORS, INC.
 P.O. BOX 1589 INGLIS, FL. 34449

8/13/2014

INVOICE -CR 466A Widening-City of Wildwood-Utility Work

DAB INVOICE # 584-CW-11

City of Wildwood		DAB JOB NO.: 584									
147.CW136	2" TAP-F&I	EA	3	\$ 1,525.00	\$	4,575.00	\$	6.00	\$	9,150.00	
147.CW136	2" TAP-Stockpile			\$ 1,525.00				0.25	\$	385.83	
147.CW136	2" TAP-Stockpile Deduct for Installed Work		3	\$ 128.61				-3.00	\$	(385.83)	
148.CW137	2" 90DEG BEND-F&I	EA	1	\$ 75.00	\$	75.00	\$	0.02	\$	1.65	
148.CW137	2" 90DEG BEND-Stockpile			\$ 75.00							
148.CW137	2" 90DEG BEND-Deduct Stockpile for Installed work			\$ 1.67							
149.CW138	2" GATE VALVE	EA	3	\$ 95.00	\$	285.00	\$	4.00	\$	380.00	
	2" GATE VALVE-Stockpile			\$ 95.00				7.60	\$	722.29	
149.CW138	2" GATE VALVE-Stockpile Deduct for Installed Work		3	\$ 240.76				-3.00	\$	(722.28)	
150.CW139	ADJUST EXIST VALVE COVERS TO GRADE	EA	15	\$ 406.00	\$	6,090.00	\$	0.00	\$	-	
150.CW139	ADJUST EXIST VALVE COVERS TO GRADE-Stockpile			\$ 406.00				0.47	\$	192.44	
150.CW139	ADJUST EXIST VALVE COVERS TO GRADE-Stockpile Deduct for Installed Work		15	\$ 12.83				0.00	\$	-	
151.CW140	10X12 REDUCER	EA	1	\$ 656.00	\$	656.00	\$	1.00	\$	656.00	
151.CW140	10X12 REDUCER-Stockpile			\$ 656.00				0.494	\$	324.06	
151.CW140	10X12 REDUCER-Stockpile Deduct for Installed Work		1	\$ 324.06				-1.00	\$	(324.06)	
152.CW141	12X12X6 TEE	EA	1	\$ 789.00	\$	789.00	\$	1.00	\$	789.00	
152.CW141	12X12X6 TEE-Stockpile			\$ 789.00				0.58	\$	457.62	
152.CW141	12X12X6 TEE-Stockpile Deduct for Installed Work		1	\$ 457.62				0.00	\$	-	
153.CW142	12X12X12 TEE	EA	1	\$ 789.00	\$	789.00	\$	0.00	\$	-	
153.CW142	12X12X12 TEE-Stockpile			\$ 789.00				0.79	\$	621.73	
153.CW142	12X12X12 TEE-Stockpile Deduct for Installed Work		1	\$ 621.73				0.00	\$	-	
154.CW143	12" 90DEG BEND	EA	2	\$ 656.00	\$	1,312.00	\$	2.00	\$	1,312.00	
154.CW143	12" 90DEG BEND			\$ 656.00				1.31	\$	860.02	
154.CW143	12" 90DEG BEND-Stockpile Deduct for Installed Work		2	\$ 430.01				-2.00	\$	(860.02)	
155.CW144	12" GATE VALVE	EA	6	\$ 1,642.00	\$	9,852.00	\$	6.00	\$	9,852.00	
155.CW144	12" GATE VALVE			\$ 1,642.00				4.50	\$	7,399.00	
155.CW144	12" GATE VALVE-Stockpile Deduct for Installed Work		6	\$ 1,231.50				-6.00	\$	(7,399.00)	
156.CW145	RELOCATE EXIST WATER METER	EA	28	\$ 606.00	\$	16,968.00	\$	0.00	\$	-	
156.CW145	RELOCATE EXIST WATER METER-Stockpile			\$ 606.00				6.30	\$	3,817.80	

Bond # SU1123182

CONSENT OF SURETY TO PARTIAL PAYMENT

WHEREAS, the Board of County Commissioners of Sumter County, Florida (hereinafter the "COUNTY"), and **D. A. B. Constructors, Inc.** (hereinafter the "CONTRACTOR"), entered into an Agreement on September 10, 2013, in connection with that certain Project known as ITB-016-0-2013/AT C 466A Widening.

WHEREAS, Arch Insurance Company (hereinafter the "SURETY") is bound to the COUNTY through its Performance and Payment Bond dated September 18, 2013, in the sum of \$ 4,280,000.00 in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to this Partial Payment by the COUNTY to the CONTRACTOR for the month of July, 2014 and agrees that said Partial Payment shall not relieve the SURETY of any obligations to the COUNTY as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this 30th day of July, 2014.

SURETY: ARCH INSURANCE
COMPANY

Barbara McClelland
Witness to All Barbara McClelland

By: Tom S. Lobrano, IV
Authorized Signature
Tom S. Lobrano, IV, Attorney-In-Fact &
Florida Resident Agent

Teresa Blunk
Witness to All Teresa Blunk

By: Tom S. Lobrano, IV
As Attorney in Fact - Tom S. Lobrano, IV
Construction Underwriters, Inc.
Agency (Power of Attorney attached)

SCANNED

JUL 31 2014

By: D.A.B.
CONSTRUCTORS INC.

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Sept 24, 2014

Subject: CR 466A Widening, Change Orders #3 & #4
Submitted By: David Watson, P.E., Utility Director
Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of D.A.B. Constructors, Inc., Project # CR 466A –ITB-016-0-2013/AT, City of Wildwood-Utility Work, Change orders #3 and #4 in the amounts of \$50,770.00 (#3) and -\$15,090.00 (#4) for a net contract increase of \$35,680.00. Total project cost with these change orders is now \$267,519.10.

BACKGROUND:

- Sumter County is widening CR 466A (Cleveland Avenue) from west of Powell Road to US Highway 301.
 - The City has both water and wastewater utilities located within the ROW which require relocation to accommodate the widening.
 - The City has a contract with DAB Constructors, Inc. to relocate these existing water and wastewater mains and services that are in conflict with the road widening.
 - Utility relocation has been ongoing and is nearing completion.
- | | |
|--|-----------------------------|
| • Original Contract Price - \$211,158.45 | <u>Running Total</u> |
| • Change Order #1 - \$15,090.00 | \$226,248.45 |
| • Change Order #2 - \$5,590.65 | \$231,839.10 |
| • Change Order #3 - \$50,770.00 (requested) | \$282,609.10 |
| • Change Order #4 - -\$15,090.00 (requested) | \$267,519.10 |

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- During the past 4 months, despite best efforts with as-builts and utility locates, there were numerous items discovered, conflicts discovered, and some additional work needed to make the water system connections.
 - Utility Staff has probably performed as many hours in the field as the contractor helping to minimize costs and provide guidance.
-

- Change order #4 for the deduction is due to the fact that the replacement of the Orangeburg pipe sewer laterals did not turn out to be needed.

CONCLUSIONS:

- Staff and KH&A have reviewed the pay application, and in our opinion, DAB is being fair in its request for the change orders.

LEGAL REVIEW: N/A

RECOMMENDATIONS:

- Staff and Kimley-Horn and Associates, Inc. recommend approval of Change Orders #3 and #4 for D.A.B. Constructors, Inc. in the amounts of \$50,770.00 and -\$15,090.00 respectively for a net contract increase of \$35,680.00.

FISCAL IMPACT:

• Original contract price	\$211,158.45
• Change Order #3	\$50,770.00
• Change Order #4	-\$15,090.00
• Current Contract Price	\$267,519.00

ALTERNATIVES: N/A

SUPPORT MATERIAL:

- Change Order #1, #3, and #4 requests with line item breakdown

Mark O'Dell

From: Richard.Busche@kimley-horn.com
Sent: Wednesday, September 10, 2014 5:24 PM
To: Mark O'Dell; David Watson
Cc: Jason McHugh; Bill Ed Cannon
Subject: FW: 584-C466A- Wildwood Change Orders
Attachments: DABscan.pdf

Mark:

We are ready to process the attached two change orders. One is an increase and one a decrease, for a net increase of \$35,680.00.

A little background for the agenda item and for everyone's reference.

- The increase change order covers all of the work needed to deal with found conditions for pretty much the past 4 months on the job. Despite best efforts with as-builts and utility locates, there were numerous items discovered, conflicts discovered, and some additional work needed to make the water system connections.
- City staff has probably performed as many hours in the field as the contractor helping to minimize costs and provide guidance. They should all be commended. Without their efforts, this change order would be higher.
- The second change order for the deduction is due to the fact that the replacement of the Orangeburg pipe sewer laterals did not turn out to be needed.

I've reviewed the CO fully, as I know you have, and in my opinion DAB is being perfectly fair, and maybe even a little generous. If they wanted to be difficult they could have started talking about compensation for time delays.

I recommend we process this at the next available council meeting.

Rick

Richard V. Busche, P.E., CFM
Kimley-Horn | 1823 Southeast Fort King Street, Suite 200,
Ocala, FL 34471
Direct: 352 438 3028 | Mobile: 352 427 4428

-----Original Message-----

From: KATHRYN BARNES [<mailto:KATHRYNB@dabcon.com>]
Sent: Wednesday, September 10, 2014 4:57 PM
To: Busche, Richard
Subject: 584-C466A- Wildwood Change Orders

Richard

Attached are the scanned change Orders, Do you need me to drop the originals by your office?

Kathryn

-----Original Message-----

From: xerox7535@dabcon.com [<mailto:xerox7535@dabcon.com>]
Sent: Wednesday, September 10, 2014 4:56 PM
To: KATHRYN BARNES
Subject: DABscan

Documant Attached

Attachment File Type: pdf, Multi-Page

Device Name: localhost

FILE
142109043 add.
Page 4 of 5

SECTION 00850 - CONTRACT CHANGE ORDER

Change Order No. 1

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

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

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

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

Attachments (list documents supporting change):
D.A.B. Constructors, Inc. cost proposal dated 04/23/2014

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$211,158.45</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>September 30, 2014</u> Ready for final payment (days or date): <u>November 14, 2014</u>
[Increase] [Decrease] from previously approved Change Order No. <u> </u> : <u>N/A</u>	[Increase] [Decrease] from previously approved Change Order No. <u> </u> : Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order: <u>\$211,158.45</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>September 30, 2014</u> Ready for final payment (days or date): <u>November 14, 2014</u>
[Increase] [Decrease] of this Change Order: <u>\$ 15,090.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u> </u>
Contract Price incorporating this Change Order: <u>\$226,248.45</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>September 30, 2014</u> Ready for final payment (days or date): <u>November 14, 2014</u>

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 04/24/2014

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

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)
Date: 4/29/14

ACCEPTED:
By: [Signature]
Contractor Authorized
Date: 5/1/14

END OF SECTION

C-466A Widening Project

SECTION 00850 - CONTRACT CHANGE ORDER

Change Order No. 4

Date of Issuance: September 9, 2014 Effective Date: September 9, 2014

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

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

Description:
Change order to remove prior authorization for sewer lateral replacements. Work was not performed.

Attachments (list documents supporting change):
Previously executed Change Order 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
---------------------------	---------------------------

Original Contract Price: <u>\$211,158.45</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>September 30, 2014</u> Ready for final payment (days or date): <u>November 14, 2014</u>
---	--

Increase from previously approved Change Order No. <u> </u> : <u> </u>	[Increase] [Decrease] from previously approved Change Order No. <u> </u> : Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
---	--

Contract Price prior to this Change Order: <u>\$282,609.10</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>February 7, 2015</u> Ready for final payment (days or date): <u>March 24, 2015</u>
---	---

Increase of this Change Order: <u>\$ (- 15,090.00)</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u> </u>
---	---

Contract Price incorporating this Change Order: <u>\$267,519.10</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>February 7, 2015</u> Ready for final payment (days or date): <u>March 24, 2015</u>
--	--

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 9.9.2014

ACCEPTED:
By:
Owner (Authorized Signature)
Date:

ACCEPTED:
By: [Signature]
Contractor (Authorized)
Date: 9/10/14

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

END OF SECTION

D.A.B. CONSTRUCTORS, INC.

City of Wildwood
C/O Kimley Horn
1823 Southeast Fort King Strret

Suite 200
Ocala, Fl. 34471

Utility Changes -Update on
Proposed CO 3 °
8/28/2014

		Quantity	Unit Cost	Total
12"x8" Reducer	EA	3	\$ 656.00	\$ 1,968.00
12" x 8" Tee	EA	1	\$ 789.00	\$ 789.00
12" 90 Bend IN ORIGINAL CONTRACT	EA		\$ 656.00	\$ -
12x6 Tee- Over Original Qty in contract	EA	2	\$ 789.00	\$ 1,578.00
12" 45 OR 22.5 BEND	EA	9	\$ 700.00	\$ 6,300.00
8" 45 Bend -Quantity beyond change order 1 (qty of 1)	EA			
		3	\$ 488.00	\$ 1,464.00
8" 90 BEND or 22.5	EA	2	\$ 488.00	\$ 976.00
6" Gate Valve	EA	3	\$ 1,545.00	\$ 4,635.00
New 4" Sewer Line & Service Station 12-16 +-	LS	1	\$ 5,840.00	\$ 5,840.00
New sewer laterals on new Sewer- Some Labor and some parts by DAB	LS	1	\$ 6,100.00	\$ 6,100.00
Thrust Block for Tie in of WM at 301	LS	1	\$ 1,750.00	\$ 1,750.00
4" dip Casing for Water Service Crossings	LF	126	\$ 48.00	\$ 6,048.00
Water Service @ Sta: 15,15+18-City Supplied Fittings, DAB Dug & Backfilled (Work done prior to final configuration)	LS	1	\$ 684.00	\$ 684.00
Water Service @ Gamble-Final Rework (Casing not included)	LS			
		1	\$ 1,656.00	\$ 1,656.00
1" Water Services (no Casing included)	EA	9	\$ 750.00	\$ 6,750.00
2" Water Services	EA	1	\$ 900.00	\$ 900.00
Service Line- Main Contract Item-OVER CONTRACT QTY 1& 2"	LF	100	\$ 19.00	\$ 1,900.00
10" PVC TRANS GASKETS-Specialty Gaskets	EA	1	\$ 93.00	\$ 93.00
8" PVC TRANS GASKET-Specialty Gaskets	EA	1	\$ 90.00	\$ 90.00
12" PVC TRANS GASKET-Specialty Gaskets	EA	1	\$ 94.00	\$ 94.00
2" PVC Casing	LF	100	\$ 11.55	\$ 1,155.00
Total \$				\$ 50,770.00

SECTION 00850 - CONTRACT CHANGE ORDER

Change Order No. 3

Date of Issuance: September 9, 2014 Effective Date: September 9, 2014

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

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

Description:
Added utility work to address conflicts and unknown conditions.

Attachments (list documents supporting change):
Proposal CO 3 from D.A.B. for the above

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: <u>\$211,158.45</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>September 30, 2014</u> Ready for final payment (days or date): <u>November 14, 2014</u>
Increase from previously approved Change Order No. <u>2</u> : <u>\$5,590.65</u>	[Increase] [Decrease] from previously approved Change Order No. <u> </u> : Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order: <u>\$231,839.10</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>February 7, 2015</u> Ready for final payment (days or date): <u>March 24, 2015</u>
Increase of this Change Order: <u>\$ 50,770.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u> </u>
Contract Price incorporating this Change Order: <u>\$282,609.10</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>February 7, 2015</u> Ready for final payment (days or date): <u>March 24, 2015</u>

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 9.5.2014

ACCEPTED:
By:
Owner (Authorized Signature)
Date:

ACCEPTED: [Signature]
By:
Contractor (Authorized)
Date: 9/10/14

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

END OF SECTION



MAINTENANCE AGREEMENT

**City of Wildwood (1CIW31)
100 N Main Street
Wildwood, FL 34785**

**** This Maintenance Agreement is effective only upon receipt of signed Agreement and payment in full ****

Effective Date of Agreement: 12 MONTHS FROM THE DATE OF AUTHORIZATION & INVOICE PAYMENT

Equipment Type: MITEL 5000 TELEPHONE SYSTEM & 4 PORT VOICEMAIL SYSTEM

**This agreement does not include or cover the customer provided Intertel phones not provided by Black Box Network Services at time of Mitel 5000 implementation.*

- Coverage Type (check one): **\$ 632.64** **Maintenance Agreement (MA)** - Standard Coverage as defined in Terms and Conditions below, includes service/maintenance calls(labor) and parts & equipment. This agreement does not include the software assurance from the Mitel manufacturer.
- Plus Tax**
- \$316.32** **Equipment Only Agreement (EA)** - As defined in Terms and Conditions below, includes parts & equipment, but excludes any coverage of labor costs for service/maintenance calls. Call for the cost of this agreement.
- Plus Tax**
- \$411.22** **Labor Only Agreement (LA)**- As defined in Terms and Conditions below, includes all service labor, but excludes any coverage of equipment costs and parts for service/maintenance calls. Call for the cost of agreement.

TERMS AND CONDITIONS

- I. **TERMS AND SERVICES PROVIDED**
In exchange for the payment by the Customer of the Total Fees Due set forth, Black Box Network Services agrees to provide repair and maintenance services only to the hardware listed on the attached sales order-inventory sheet ("Equipment"), for the period of twelve (12) months from the Effective Date of Agreement ("Effective Date"). Such services shall be performed solely at the location of Equipment. Note that any required site visits and subsequent repairs by authorized Black Box Network Services personnel caused by another vendor's service or equipment failure (e.g., a local/long distance dial tone provider, cabling vendor, data vendor, etc.) and/or by customer's programming errors to their Equipment are not covered by this Agreement. Repair and maintenance services shall provide labor and materials as required and in accordance with this Agreement. All defective parts replaced by Black Box Network Services will become the property of Black Box Network Services. **BLACK BOX NETWORK SERVICES shall maintain the Equipment in accordance with the following standards:** (A) Only manufacturer's parts of equal or better quality shall be used; (B) Authorized Black Box Network Services personnel shall perform all maintenance and repairs; (C) The Customer and Black Box Network Services may each terminate this Agreement at any time by giving to the other at least thirty days advanced written notice. Termination by the Customer shall result in the forfeiture of any refund.
- II. **TIME OF SERVICE**
Black Box Network Services's normal working hours for the purpose of this Agreement are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Extended Coverage Plans are available at the additional annual premiums set forth below ("Extended Coverage Premium"). Services performed beyond the normal working hours of this Agreement, which include Extended Coverage hours if any, shall be billed in accordance with Black Box Network Services prevailing labor rates. Parts and materials shall be covered by this agreement. Additional shifts of Extended Coverage may be added as follows:
ADDITIONAL EXTENDED COVERGAE PLANS:
Please call for the prices for additional time coverage plans.
- III. **RENEWALS**
Provided that there has been no lapse in coverage under this Agreement, upon the expiration of the term of this Agreement and each renewal term thereof, this Agreement shall be automatically renewed each year, unless earlier terminated upon thirty days written advanced notice or equipment is not supported by manufacturer because of EOL(End of Life) on product(s). An invoice shall be rendered in advance of the expiration date of this Agreement, and prompt remittance of your payment will ensure coverage without interruption. The number of ports and equipment list will be adjusted as the line size or the configuration of the system changes, which could result in changes to the maintenance cost each year. Your canceled check constitutes acceptance of this Agreement. However, if payment is not received by the Effective Date, then Equipment covered by this Agreement will be serviced by Black Box Network Services on a time, parts and materials basis in accordance with Black Box Network Services's prevailing labor rates. Any equipment added to the system during the term of this agreement will carry the manufacturers' warranty period. Upon completion of the manufacturers warranty, the equipment list will be updated to incorporate the additional material, which could result in a change to the maintenance cost.
- IV. **RESPONSE**
The Customer shall notify Black Box Network Services in the event of any Equipment failure, and Black Box Network Services shall provide service in accordance with normal operating procedures. When the Equipment is entirely out of service (i.e., when the Customer is unable to place or receive any calls through the equipment), Black Box Network Services agrees to use its best efforts to respond to the notification within four hours, but shall not be responsible for any delays in performing its obligations hereunder, due to any cause beyond reasonable control.

V. **DEFAULT**

If the Customer fails to perform any obligation it owes to Black Box Network Services under this Agreement or otherwise, such failure shall be deemed a default by the Customer, hereunder giving Black Box Network Services the right to terminate this Agreement on ten (10) days written notice. If Customer fails to keep its accounts receivable balance with Black Box Network Services current, service may be denied until the account is brought to current status. In addition, if unauthorized personnel (i.e., technicians not employed or under contract with Black Box Network Services) perform any work on Customer's equipment, this Agreement becomes null and void, and Customer forfeits all rights hereunder, including any pro rata refund.

VI. **EXCEPTIONS**

The repair and maintenance services to be provided by Black Box Network Services under this Agreement do not include the following: (A) Repair or replacement of Equipment that is defective due to damage caused by accidents, physical abuse, misuse, foreign voltage, Acts of God (such as fire, flood, lightning, etc.), systems without proper battery back-up and power/network services protection; (B) Labor, parts and material costs for relocation, reprogramming, additions or removal of equipment; (C) Work performed by persons other than authorized Black Box Network Services representatives; (D) Vendor Meetings (while the first hour of labor required for a meeting between an authorized Black Box Network Services representative and the Customer's network (dial tone) services provider representative to troubleshoot a network services problem ("Vendor Meeting") is free, any additionally required labor hours required by authorized Black Box Network Services representatives to troubleshoot network services problems is billable at prevailing labor rates); (E) Network Services failures (should an authorized Black Box Network Services representative determine that a network services (i.e., dial tone) problem is due to a failure in the service or equipment provided by the Customer's local and/or long distance company, the Customer shall be billed at Black Box Network Services's prevailing labor rates); (F) Programming changes made to Equipment by the Customer that result in Black Box Network Services personnel making a visit to Customer's site or that require Black Box Network Services personnel to provide remote maintenance to correct the problem shall be billed at prevailing labor rates. (G) Batteries as contained in back-up systems and cordless/wireless devices are not included in this agreement.

VII. **BATTERY BACKUP**

The Customer's telephone and voice mail systems must each have a battery back-up unit installed to protect them; otherwise, in the event of a power outage caused by lightning or foreign voltage, any Black Box Network Services labor requested to troubleshoot the outage will be billed at normal site visit, hourly labor and equipment pricing. Batteries will not be covered under the maintenance agreement.

VIII. **DISCLAIMER OF WARRANTY**

Black Box Network Services makes no warranty of any kind, whether express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose), with respect to the subject matter hereof, maintenance to be performed by Black Box Network Services pursuant to the Terms and Conditions hereof, Equipment to be supplied hereunder.

IX. **TRANSFERABILITY**

This agreement may be transferred, assigned, or sold by Provider without notice. This agreement is transferable by Customer with Provider's prior written consent, which consent shall not be unreasonably withheld.

X. **LIMITATION OF LIABILITY**

Customer agrees that Black Box Network Services's total liability to Customer for any damages suffered in connection with, or arising out of this Agreement or Customer's use of any documentation, Equipment or services provided (or to be provided) hereunder, regardless of whether any such liability is based upon contract, tort or any other basis, shall be limited to a maximum of the repair or replacement (at Black Box Network Services option) of the particular item or component of the Equipment involved.

XI. **MANUFACTURER DISCONTINUED PRODUCT**

Provider shall not be obligated to replace the system or any part of the system where such system has been identified by the manufacturer as an EOL (End of Life) product and cannot be purchased new from the manufacturer at a reasonable cost or has been replaced by a new model, or the replacement is impractical. In such circumstances, Provider's repair obligation shall be to offer a replacement system to the Customer at Provider's then current pricing and the Customer shall be entitled to a refund of the maintenance plan equal to the unused portion of the prepaid maintenance charges.

XII. **SOFTWARE ASSURANCE**

The customer will need to maintain the software assurance program on the system through the manufacturer to maintain the level of support and maintenance protection with Black Box Network Services team. If the software assurance is not maintained or declined, the maintenance cost will become billable or Black Box Network Services may not be able to support the system fully under this contract.

In no event shall Black Box Network Services be liable to Customer for any incidental, consequential, special or indirect damages (including, without limitation, damages arising from loss of business, data, profits or good will) incurred or suffered by the Customer in connection with or arising out of this Agreement or the Customer's use of any equipment, documentation, parts or services provided, or to be provided hereunder, even if Black Box Network Services has been apprised of the likelihood of the same.

Accepted by A Black Box Network
Services Company:

Gary Abram
Printed Name

Signature

Regional Branch Manager
Title

Today's Date

Accepted by Customer:

Printed Name of Authorizing Customer Contact

Signature

Title

Today's Date

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Power Corp. / Lakeside Landings Developer's Agreement 2nd Addendum

REQUESTED ACTION: Approval of Second Addendum to the Developer's Agreement for Power Corp. / Lakeside Landings.

Work Session (Report Only) **DATE OF MEETING:** 9/24/14
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

Project: Lakeside Landings Phase 2, 201 single family detached residential subdivision
Parcel Numbers: D21=003, D20=035, D20=038, D20=041, D20=047, D20=048, D20=049, D20=070, D20=070A, D20=071
Property Location: The property is generally located on the south side of C-472 approximately one mile east of US Hwy. 301 (SR 35).
Owner: Power Corporation
Engineer: Farner, Barley & Associates

City staff is seeking Commission approval of the second addendum to the Power Corporation developer's agreement for Lakeside Landings Phase 2 subdivision. The development will consist of 201 single family residential units. The second addendum to the developer's agreement includes provision for additional ERCs (Equivalent Residential Connections) for the clubhouses and additional units in Phase 1 that arose due to minor changes in development and previous agreement revisions.

TIE fees and connection fees have been calculated and are included as exhibits to the agreement. The owner will pay 100% of the TIE fees and 50% of the connection fees in connection with this agreement within 10 days upon execution by the Commission.



Melanie D. Peavy
Development Services Director

**SECOND ADDENDUM TO DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF WILDWOOD, FLORIDA
AND POWER CORPORATION**

This agreement, effective this ____ day of _____, 2014, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Power Corporation, (hereinafter called "Developer") is an addendum to that certain utility agreement between the City of Wildwood and Power Corporation approved by the City Commission on May 3, 2005 (hereinafter the "Developer's Agreement"), which was amended by an addendum approved by the City Commission dated January 28, 2008 (hereinafter the "First Addendum"), and which applies to development of the property owned by Developer identified in Exhibit "A" attached hereto. The parties agree as follows:

WITNESSETH:

WHEREAS, City is a regional water and wastewater provider; and,

WHEREAS, Developer owns in fee simple certain real property in Sumter County, Florida, as shown and described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "The Property"); and,

WHEREAS, Developer reserved 486 water ERCs and 486 wastewater ERCs pursuant to the Developer's Agreement; and,

WHEREAS, Developer amended the agreement reducing the total number of ERCs by 82 units, specifically to 404 water ERCs and 404 wastewater ERCs pursuant to the First Addendum; and,

WHEREAS, Developer amended the original Planned Development agreement (O2009-17) via Ordinance O2013-37 (as partially restated in Ordinance O2014-05) which calls for the payment of Impact Fees under subsection 3(N) of the Ordinance, as

specifically contemplated in subsection 2(H)(12) of O2009-17; and,

WHEREAS, The City has elected to forebear the right to collect Impact Fees under Ordinance O2013-37 until such time as the fully paid ERCs under the existing agreements are extinguished; and,

WHEREAS, Developer desires to procure additional water and wastewater ERCs from the City for the Property described in Exhibit "A"; and,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of City and Developer and other good and valuable considerations, these parties covenant and agree with each other as follows:

1. The City has determined at the time of execution of this addendum that the Developer may purchase an additional 234 water ERCs and 234 wastewater ERCs at rates in effect at the time of this agreement so that Developer will have a total of 638 water ERCs and 638 wastewater ERCs reserved. These additional capacities will be available at the times listed on Exhibit "C" to the utility agreement.

2. The 404 water ERCs and 404 wastewater ERCs that have been fully paid under the First Amendment to the Developer's Agreement shall be utilized first, regardless of phase, those homes and clubhouses not being subject to Impact Fees.

3. Developer acknowledges and agrees to the payment of Impact Fees for all new construction utilizing ERCs purchased under this addendum, regardless of phase.

4. All other provisions of the Developer's Agreement and First Addendum remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

ATTEST

CITY OF WILDWOOD

Cassandra Lippincott, City Clerk

BY: _____
Mayor Ed Wolf

DATE: _____

Approved as to form:

Ashley Hunt, City Attorney

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, 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

Commission #: _____

My Commission Expires: _____

Power Corporation

Michele Brown

WITNESS

Betty Diebold

WITNESS

Matthew J. Loicano

By: Matthew J. Loicano
Its: Vice President

DATE: September 10, 2014

State of Florida

County of Sumter

The foregoing instrument was acknowledged before me this 10 day of September, 2014, by, Matthew J. Loicano for Power Corporation, who has produced Personally known to me as identification or is personally known to me.

Betty Diebold
Notary Public, State of Florida

Commission #: FF 108236

My Commission Expires: 3/31/2018



City of Wildwood

EXHIBIT A

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

LEGAL DESCRIPTION:

GOVERNMENT LOT 3 , ALSO DESCRIBED AS THE FRACTIONAL EAST ½ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 18, RANGE 23 EAST, LESS THE EAST 110 YARDS THEREOF; RESERVATION FOR FUTURE RIGHT OF WAY AS SHOWN ON "DAYSRING MEADOWS" PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; A PORTION OF THE SOUTHWEST ¼ OF SAID SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND A PORTION OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 18 SOUTH; RANGE 23 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF SECTION 21; THENCE, ALONG THE WEST LINE OF SAID SOUTHWEST ¼, N00°07'57" EAST, 16.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°28'08" EAST 992.11 FEET; THENCE SOUTH 00°31'52" WEST 4.00 FEET; THENCE SOUTH 89°28'08" EAST 100.00 FEET; THENCE SOUTH 00°31'52" WEST 12.50 FEET; THENCE SOUTH 89°28'08" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 21-18-23, A DISTANCE OF 1235.03 FEET; THENCE NORTH 00°25'54" EAST ALONG WEST LINE OF THE EAST 330' OF GOVERNMENT LOT 3, A DISTANCE OF 2605.04 FEET; THENCE NORTH 89°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 1005.37 FEET; THENCE SOUTH 00°16'53" WEST ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ SECTION 21-18-23, A DISTANCE OF 450.38; THENCE NORTH 89°38'52" WEST 283.23 FEET; THENCE NORTH 00°11'59" EAST 450.14 FEET; THENCE NORTH 89°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°11'50" WEST 625.12 FEET; THENCE NORTH 89°38'56" WEST 332.84 FEET; THENCE NORTH 00°12'27" EAST 624.84 FEET; THENCE NORTH 84°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 667.62 FEET; THENCE NORTH 89°08'17" WEST ALONG THE AFORMENTIONED SOUTH RIGHT OF WAY, 659.20 FEET; THENCE SOUTH 00°13'48" WEST 625.00 FEET; THENCE NORTH 89°11'59" WEST 309.24 FEET; THENCE SOUTH 00°19'39" WEST ALONG THE EAST LINE OF "DAYSRING MEADOWS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, 534.06 FEET; THENCE NORTH 89°11'59" WEST ALONG THE SOUTH LINE OF LOT 4 AFORMENTIONED "DAYSRING MEADOWS", 326.00 FEET; THENCE SOUTH 00°19'39" WEST ALONG THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 117, A DISTANCE OF 66.00 FEET; THENCE SOUTH 89°11'59" EAST ALONG THE NORTH LINE OF LOT 5 AFOREMENTIONED "DAYSRING MEADOWS" 326.00 FEET; THENCE SOUTH 00°19'39" WEST 400.56 FEET; THENCE SOUTH 89°24'13" EAST 142.50 FEET; THENCE SOUTH 00°19'39" WEST 373.45 FEET; THENCE SOUTH 89°24'13" EAST 632.00 FEET; THENCE NORTH 00°08'00" EAST 189.56 FEET; THENCE SOUTH 89°21'04" EAST 163.74 FEET; THENCE SOUTH 00°07'57" WEST 164.02 FEET; THENCE SOUTH 89°20'44" EAST 36.00 FEET TO A POINT ON SAID SECTION LINE 21-18-13; THENCE SOUTH 00°07'57" WEST ALONG THE LINE BETWEEN SECTION 20-18-23 AND SECTION 21-18-13, A DISTANCE OF 608.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 169.83 ACRES MORE OR LESS.

Note: This legal covers Phase 1 (which was subject to the original developer's agreement and addendum) and Phase 2 of the Lakeside Landings Development.

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

EXHIBIT B

DISTANCE FACTORS FOR METHODS 3 & 4 - TABLE 2

(Distance factors for pipe distances in the 0-35,000 feet range)

PROJECT NAME: Power Corporation (Lakeside Landings Phase 2) Addendum #2

Distance Range, in feet	Distance Factor (df)
0-1000	0.07
1001-2000	0.14
2001-3000	0.21
3001-4000	0.28
4001-5000	0.35 X WATER
5001-6000	0.42
6001-7000	0.49
7001-8000	0.56
8001-9000	0.63
9001-10000	0.70
10001-11000	0.77
11001-12000	0.84
12001-13000	0.91
13001-14000	0.98
14001-15000	1.00

Distance Range, in feet	Distance Factor (df)
15001-16000	1.07
16001-17000	1.14
17001-18000	1.21
18001-19000	1.28
19001-20000	1.35
20001-21000	1.42 X WASTEWATER
21001-22000	1.49
22001-23000	1.56
23001-24000	1.63
24001-25000	1.70
25001-26000	1.77
26001-27000	1.84
27001-28000	1.91
28001-29000	1.98
29001-30000	2.05
30001-31000	2.12
31001-32000	2.19
32001-33000	2.26
33001-34000	2.33
34001-35000	2.40
Greater than 35,000	2.50

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

EXHIBIT B

DEVELOPER UTILITY CONCURRENCY TRANSMISSION INFRASTRUCTURE EXTENSION FEE - (TIE FEE)

“Worksheet”

PROJECT NAME: Power Corporation (Lakeside Landings Phase 2) Addendum #2

WATER TIE CALCULATION:

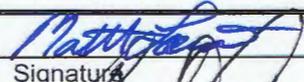
- One (1) tie (full distance) = 15,000 feet
- This project to nearest wellhead = 4,452 feet
- Distance schedule pro-rated value = 0.35 TIE
- Fee per one (1) full distance TIE = \$636.24
- This project fee = \$636.24 x 0.35 = \$222.69

WASTEWATER TIE CALCULATION:

- One (1) tie (full distance) = 15,000 feet
- This project to Wastewater Treatment Plant = 20,454 feet
- Distance schedule pro-rated value = 1.42 TIE
- Fee per one (1) full distance TIE = \$697.25
- This project fee = \$697.25 x 1.42 = \$990.10

TOTAL WATER AND WASTEWATER TIE (1)

\$222.69 + \$990.10 = **\$1,212.79**

Development Authority:	<u>Matthew Loiacano</u>	<u></u>	<u>9-10-14</u>
	Printed Name	Signature	Date
Agreement to Provide:	<u>BILL ED CANNON</u>	<u></u>	<u>9/11/14</u>
	Bill Ed Cannon (City Manager)	Signature	Date

This commitment expires after _____ days without the execution of a Developer's Agreement

City of Wildwood

EXHIBIT B

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

DEVELOPER UTILITY CONCURRENCY TIE CHARGES DUE

PROJECT NAME: Power Corporation (Lakeside Landings Phase 2) Addendum #2

1) WATER:

- a) One (1) water TIE due for every water connection ERU reserved
- b) Number of water ERU's reserved = # 638
- c) Number of water TIE's due = # 234
- d) Charge per water TIE for this project = \$ 222.69
- e) TOTAL water TIE charges due
 $\$222.69 \times \# 234 =$ \$52,109.46

2) WASTEWATER:

- a) One (1) wastewater TIE due for every wastewater connection ERU reserved
- b) Number of wastewater ERU's reserved = # 638
- c) Number of wastewater TIE's due = # 234
- d) Charge per wastewater TIE for this project = \$ 990.10
- e) TOTAL water TIE charges due
 $\$ 990.10 \times \# 234 =$ \$ 231,683.40

3) NOTE:

ALL water and wastewater TIE fees are due at the execution of the Developer's Agreement

Development Authority:	<u>Matthew Loiacano</u>	<u>Matthew Loiacano</u>	<u>9-10-14</u>
	Printed Name	Signature	Date
Agreement to Provide:	<u>BILL ED CANNON</u>	<u>[Signature]</u>	<u>9/11/14</u>
	Bill Ed Cannon (City Manager)	Signature	Date

This commitment expires after _____ days without the execution of a Developer's Agreement

City of Wildwood
100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

EXHIBIT B

**DEVELOPER UTILITY CONCURRENCY
CONNECTION FEES:**

PROJECT NAME: Power Corporation (Lakeside Landings Phase 2) Addendum #2
WATER CONNECTION FEE: Check One

- a) Inside City, or, Pre-Annexation \$ 1,103.62
- or b) Outside City, NO Pre-Annexation

One (1) water ERU = 300 gallons per day

Number of additional water connections (ERU's) requested # 234

TOTAL add'l water connection fee charges = \$1,103.62 x #234 = \$ 258,247.08

DUE SCHEDULE:

- 50% due on execution of developer's agreement \$ 129,123.54
- 25% due on issuance of each construction permit \$ 64,561.77
- 25% due issuance of Certificate of Occupancy \$ 64,561.77

TOTAL \$ 258,247.08

WASTEWATER CONNECTION FEE: Check One

- a) Inside City, or, Pre-Annexation \$ 2,342.32
- or b) Outside City, NO Pre-Annexation

One (1) wastewater ERU = 250 gallons per day

Number of add'l wastewater connections (ERU's) requested # 234

TOTAL add'l wastewater connection fee charges = \$ 2,342.32 x # 234 = \$ 548,102.88

DUE SCHEDULE:

- 50% due on execution of developer's agreement \$ 274,051.44
- 25% due on issuance of each construction permit \$ 137,025.72
- 25% due on issuance of Certificate of Occupancy \$ 137,025.72

TOTAL \$ 548,102.88

Development Authority: Matthew Loiacano Matthew Loiacano 9-10-14
Printed Name Signature Date

Agreement to Provide: Bill Ed Cannon [Signature] 9/11/14
Bill Ed Cannon (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

City of Wildwood

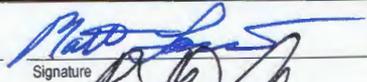
100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

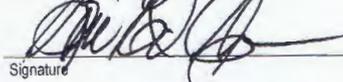
Exhibit C

**DEVELOPER UTILITY CONCURRENCY
REQUESTED UTILITY CONNECTION AVAILABILITY SCHEDULE**

PROJECT NAME: **Power Corporation (Lakeside Landings Phase 2) Addendum #2**

YEAR 2014	1 st Qtr. '14 ERU's Needed	2 nd Qtr. '14 ERU's Needed	3 rd Qtr. '14 ERU's Needed	4 th Qtr. '14 ERU's Needed
WATER	_____	_____	9	25
WASTEWATER	_____	_____	9	25
REUSE				
YEAR 2015	1 st Qtr. '15 ERU's Needed	2 nd Qtr. '15 ERU's Needed	3 rd Qtr. '15 ERU's Needed	4 th Qtr. '15 ERU's Needed
WATER	25	25	25	25
WASTEWATER	25	25	25	25
REUSE				
YEAR 2016	1 st Qtr. '16 ERU's Needed	2 nd Qtr. '16 ERU's Needed	3 rd Qtr. '16 ERU's Needed	4 th Qtr. '16 ERU's Needed
WATER	25	25	25	25
WASTEWATER	25	25	25	25
REUSE				
YEAR 2017	1 st Qtr. '17 ERU's Needed	2 nd Qtr. '17 ERU's Needed	3 rd Qtr. '17 ERU's Needed	4 th Qtr. '17 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2018	1 st Qtr. '18 ERU's Needed	2 nd Qtr. '18 ERU's Needed	3 rd Qtr. '18 ERU's Needed	4 th Qtr. '18 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				

Development Authority: Matthew Loiacano  9-10-14
Printed Name Signature Date

Authorized City Representative: Bill Ed Cannon  9/11/14
Printed Name Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

ALL SEPARATE COMMERCIAL UNITS REQUIRE A MINIMUM OF ONE (1) FULL ERC

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF WILDWOOD

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and City of Wildwood (“Agency”) to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**;
- adds **Section VII., H., Prison Rape Elimination Act**; and
- replaces Addendum A with Revised Addendum A, effective January 20, 2015.

Original contract period: January 20, 2014 through January 19, 2015

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began January 20, 2014 and shall end at midnight on January 19, 2016.

This Contract is in its final renewal year.

2. **Section VII., H., Prison Rape Elimination Act (PREA)** is hereby added:

H. **Prison Rape Elimination Act (PREA)**

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

3. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective January 20, 2015.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on January 20, 2015 or the last date of signature by all parties, whichever is later.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF WILDWOOD

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED
BY: _____
NAME: **Michael D. Crews**
TITLE: **Secretary
Department of Corrections**
DATE: _____

SIGNED
BY: _____
NAME: **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: _____

Revised Addendum A

Inmate Work Squad Detail of Costs for City of Wildwood
Interagency Contract Number WS891 Effective January 20, 2015

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:

	# Officer: Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1	\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment		\$ 1,128.00	\$ 1,128.00
Repair and Maintenance		\$ 121.00	\$ 121.00
State Personnel Assessment		\$ 354.00	\$ 354.00
Training/Criminal Justice Standards		\$ 200.00	\$ 200.00
Uniform Purchase		\$ 400.00	\$ 400.00
Uniform Maintenance		\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *		\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency		\$ 58,972.00	\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
1	\$ 750.00

TOTAL - To Be Billed By Contract To Agency

\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

Revised Addendum A
Inmate Work Squad Detail of Costs for City of Wildwood
Interagency Contract Number WS891 Effective January 20, 2015

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

		Per Unit Cost	Number of Units
Hand Held Radio	MACOM	\$4969.00	_____
Vehicle Mounted Radio	MACOM	\$5400.00	_____
TOTAL Operating Capital To Be Advanced By Agency			_____

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	_____	_____	_____
\$ -	_____	_____	_____
\$ -	_____	_____	_____

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)

\$57,497.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Wildwood
Interagency Contract Number WS891 Effective January 20, 2015

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

**CITY MANAGER EMPLOYMENT CONTRACT
BETWEEN BILL ED CANNON AND THE CITY OF WILDWOOD**

This employment agreement is entered into this ____ day of _____, 2014, by and between the City of Wildwood, State of Florida, a Florida Municipal Corporation (hereinafter "the City"), and Bill Ed Cannon (hereinafter "Cannon", or "City Manager").

WITNESSETH:

WHEREAS, the City Charter of the City of Wildwood provides for the position of City Manager; and,

WHEREAS, the City desires to employ the professional services of employee as City Manager of the City of Wildwood; and,

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and set working conditions for the City Manager; and,

WHEREAS, the City of Wildwood Charter provides for the duties of the City Manager; and,

WHEREAS, Cannon desires to accept employment as City Manager and assume responsibility for the duties of City Manager of the City of Wildwood.

NOW THEREFORE, the City, by and through its undersigned officer, and Cannon, for good and valuable consideration, enter into this employment contract and agree to be bound by the following conditions:

Section 1. Duties.

a. The City hereby agrees to employ Cannon as the City Manager of the City of Wildwood to perform the functions and duties specified in the Charter of the City of Wildwood and to perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

b. The City Manager shall report to the City Commission and shall perform his duties as City Manager under the direction of the City Commission and shall answer to the City Commission. The City Manager shall not act outside of the duties assigned to him by the City Commission and the Charter.

c. The City Manager shall provide to the City Commission any information about a potential department head that could affect the City public image.

Section 2. Term.

a. The term of this employment agreement shall be October 1, 2014 through September 30, 2015.

b. Nothing in this agreement shall limit or prevent or otherwise interfere with the right of the City to terminate the services of Cannon at any time, subject only to the provisions set forth in Section 7 of this agreement.

c. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Cannon to resign at any time from his position with the City subject only to the provisions set forth in Section 7 of this agreement.

d. If the City Commission determines it will not renew Cannon's contract after the annual evaluation is complete it shall provide Cannon with 60 days notice of said intent.

Section 3. Suspension.

The City may suspend Cannon with full pay and benefits at any time during the term of this agreement, but only if:

- a. A majority of the Commission and Cannon agree; or,
- b. Following a public hearing, a majority of the Commission votes to suspend Cannon for just cause; provided, however, that Cannon shall have been given written notice setting forth any charges at least ten days prior to such hearing by the Commission members bringing such charges.

Section 4. Compensation.

The salary for the City Manager shall be \$92,523.61, payable in equal bi-weekly installments or as otherwise designated by the City Commission. Cannon shall be entitled to receive such salary increases as the City Commission may approve based upon performance evaluations.

Section 5. Performance Evaluation.

a. The City shall review and evaluate the performance of Cannon on an annual basis. Said review and evaluation shall be in accordance with specific criteria developed by the City. Said criteria may be amended as the City Commission may from time to time determine appropriate. The City Commission shall provide Cannon with a written summary statement of findings of the City Commission and provide an adequate opportunity for Cannon to discuss his evaluation with the City Commission. The City Manager evaluation shall be separate from and distinct from other City employees.

b. The performance evaluation shall be the sole basis for any salary increase and contract extension. The City Manager's salary amendments shall be independent of and not affected by any cost of living, performance or other increases or decreases in salaries of other City employees.

c. The performance evaluation for Cannon shall be finalized after input from Cannon on or before July 31 of each year. The evaluation shall contain a recommendation for modification of salary which shall be used to establish any changes to salary in the City Manager's next year's contract.

Section 6. Employee Benefits.

The City agrees that Cannon shall receive the following benefits:

a. Vacation and sick leave shall accrue for Cannon as provided for in the City of Wildwood Personnel Rules and Regulations.

b. Cannon will be provided with health insurance in accordance with the City's current group plan. If life, vision or dental insurance is provided for under the current policy for City employees, then Cannon shall be entitled to these coverages. Cannon shall be provided with the same life insurance provided to all City employees.

c. The City will provide any indemnification and bonding for Cannon required by his employment with the City.

d. Cannon will be enrolled in the Florida Retirement System. Cannon shall be entitled to retirement benefits consistent with the senior management status upon compliance with any state statutory requirements. Cannon understands that payment of any retirement benefits require vesting with the State and compliance with any state statutory requirements.

e. Cannon will be required to reside within the City or its service boundary within 30 days of starting his employment. This may be extended up to six months with Commission approval. The City will pay actual relocation costs incurred by Cannon for rental of a moving van and the cost of the fuel for moving to Florida.

f. It is recognized that Cannon must devote a great deal of time outside the normal office hours of business for the City, and to that end Cannon shall be allowed to establish an appropriate work schedule, provided Cannon works sufficient hours to perform his duties hereunder satisfactorily. It is recognized that the City Manager will normally schedule his work during times City Hall is open, but at times the City Manager may take time off during the hours City Hall is open when the City Manager has late meetings or other work which causes him to work late.

g. Professional Development.

(1) The City hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Cannon for professional and official travel to continue the professional development of Cannon and to adequately pursue necessary official functions for the City, including but not limited to the FCCMA Annual Conference and other national, regional, state, and local governmental groups and committees.

(2) The City also agrees to budget and pay for reasonable travel and subsistence expenses of Cannon for short courses, institutes, continuing education requirements, and seminars that are necessary

for his professional development.

- (3) Should Cannon be entitled to be licensed as a professional engineer in Florida in reciprocity of his current Kentucky license, the City will budget for and pay the cost of any annual professional engineer continuing education requirements.

h. Vehicle Allowance.

- (1) Cannon shall be paid \$500.00 per month on the first day of the month as an allowance for his use of his personal vehicle. This allowance shall be paid in lieu of any mileage reimbursement.

i. Cannon shall be provided with a cell phone for City use.

Section 7. Termination and Severance Pay.

a. In the event Cannon is terminated by the Commission, without cause, Cannon shall be paid a lump sum cash payment equal to three (3) months aggregate salary and an amount that will allow purchase of COBRA health insurance for six months from the date of termination. The payment of the severance pay and anticipated health insurance cost set forth in this section by the City shall discharge the City from any and all other obligations under this agreement.

b. Notwithstanding any provision to the contrary, Cannon may be terminated at any time for cause by a majority of the entire City Commission. For purposes of this agreement, "cause" shall include, but not be limited to:

- i. The failure or refusal of Cannon to comply with the lawful and reasonable practices, standards, and/or directives of the City which from time to time may be established by the City Commission.
- ii. Cannon is found guilty of unprofessional or unethical conduct by any board, institution, organization, or professional society having legal jurisdiction to pass upon the conduct of Cannon.
- iii. Cannon violates the Drug Free Workplace requirement of the Employee Manual.
- iv. Cannon engages in a proven act of dishonesty involving the City's funds or property or commits a felony or commits a misdemeanor involving theft, embezzlement, or crime of moral turpitude.

c. In the event Cannon is terminated for cause, the City shall have no obligation

to pay severance pay to Cannon, and Cannon shall be entitled only to his accrued benefits under the City's personnel policy.

d. In the event Cannon voluntarily resigns his position with the City, then Cannon shall give the City sixty (60) days' notice in advance unless the parties otherwise agree. No severance pay or health benefits shall be payable to or on behalf of Cannon upon voluntary resignation.

EFFECTIVE DATE of this Contract is _____.

IN WITNESS WHEREOF, the parties have set their hands and seals this __ day of _____, 2014.

Bill Ed Cannon

CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Cassandra Lippincott, City Clerk

Ed Wolf, Mayor

Ashley Hunt, City Attorney

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Painting of the Palmer Street Public Works Facility

REQUESTED ACTION: Approval of Contracts & Agreements (ID # 1038)

CONTRACT: No Vendor/Entity:

Effective Date : Termination Date:

Managing Division / Dept:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

I have received 3 quotes for the painting of the Palmer Street Public Works Facility, which has already been included in the 2013-2014 budget.

I recommend that we proceed with the lowest bid from C&S Painting in the amount of \$3,350.00

Staff recommends approval of Contracts & Agreements (ID # 1038).

Gene Kornegay
Public Works Director

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Special event permit approval-Christmas Parade

REQUESTED ACTION: _____

Work Session (Report Only)

Regular Meeting

DATE OF MEETING:

September 24th, 2014

Special Meeting

CONTRACT:

N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: _____

Annual

Capital

N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The Wildwood Historical Society's 4th annual Christmas parade. Parade will gather, organize, and line up at the Wildwood Middle High School gym parking lot. Parade will begin promptly at 3:00pm. Map and route explanation attached to permit application.



City of Wildwood, Florida
Parks and Recreation Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1333 Fax: 352.330.1338
www.wildwood-fl.gov

<i>Staff Use Only</i>	
Fee Paid:	_____
Method of Payment:	_____
Receipt Number:	_____

Temporary Use/Special Event Application

Applicant's Name: Roxanne Stafford

Business/Organization Name: Wildwood Historical Society

Address: _____

Phone: 352-267-1794 Email: stafford.roxanne@gmail.com

Property Owner(s): _____

Address: _____

Phone: _____ Email: _____

Type of Event: Christmas Parade

Proposed Use: See attached Route

Beginning Date: Dec 6th 2014 Ending Date: Dec 6th 2014 Hours of Operation: _____

Property Information:
Address (if any): _____
Parcel Number(s): _____ Current Zoning: _____

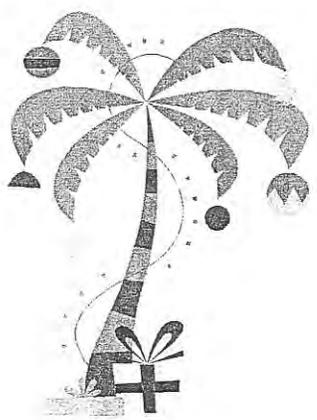
The following items must be submitted at least three (3) weeks prior to event start date for application to be reviewed.
The proposed use must meet all criteria set forth in the City of Wildwood Ordinance No. 476.

- \$100.00 non-refundable application fee (per site).
- Notarized, dated permission letter from the property owner(s).
- Letter stating times and dates of the event.
- Site plan indicating the placement of all materials and outlining the traffic flow and any other pertinent information.
- If a tent will be used for the event, a copy of the flame-retardant seal must be provided.
- Copy of State of Florida Dept. of Highway Safety and Motor Vehicles License.
- State of Florida Dept. of Highway Safety and Motor Vehicles Temporary "supplemental" application (form HSMV 86042).
- List of phone numbers and contact information on-site.

A fire safety inspection must be completed prior to start of sale (contact Sumter County Fire Department upon approval of permit).

Applicant's Signature: [Signature] Date: 9-4-14

<i>Staff Use Only</i>	
Conditions:	_____
Application Approved By:	_____
Date:	_____



The Wildwood Historical Society is please to host:
Wildwood Christmas Parade
“Down Home Country Christmas”
Saturday, December 6, 2014
3:00pm

Please fill out the application with complete information for committee review. This application enables your organization to be eligible to participate in the Wildwood Christmas Parade upon acceptance. Registration fee: Canned foods to be donated to the local food banks.

Application Deadline is November 17, 2014.

Applications may be dropped off :

Wildwood City Hall, 100 N Main St. Wildwood, Fl 34785

For additional information:

E-mail us at:

Cynthia.Lukowicz@USOncology.com

or

TRAS419@Yahoo.com

on site contacts

Roxanne Stafford 352-267-1794
Cynthia Lukowicz 352-702-1999
Tammy Smith 352-446-6577

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

Sample Copy

FOR PARTICIPATION IN WILDWOOD AREA HISTORICAL ASSOCIATION ACTIVITIES

In consideration of the City of Wildwood, Florida, and its agents, employees, and officers, allowing the undersigned, which seeks to participate in activities sponsored by the Wildwood Area Historical Association, to enter and utilize the premises of the City of Wildwood, Florida for the purpose of volunteering, participating in or otherwise being involved in sponsored activities, the undersigned _____, on behalf of myself, which, intending to be legally bound, do hereby, for its/myself, and its/my heirs, executors, assigns, agents, representatives, and insurers (herinafter "Releasee") agree as follows:

- 1) That any and all activities related to the presence of Releasee and any persons under Releasee's supervision or control on the property of, or under the control of, the City of Wildwood, Florida are solely for Releasee's benefit, and Releasee, therefore assumes any and all risk of harm, whether personal injury or property damage, arising from or connected with Releasee's presence or the presence of any persons under the care, supervision or control of Releasees on said premises.
- 2) Releasee releases and discharges the City of Wildwood, and any of its employees or agencies, from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death that may be sustained by Releasee or any property belonging to Releasee, in said activity or while in, on or upon the premises where the activity is being conducted, and further waives any right Releasee or any organization Releasee represents might otherwise have, and further covenants not to sue the City in connection with such liability, claim, demand, action or causes of action.
- 3) The undersigned, on behalf of Releasee, voluntarily assumes full responsibility for any risk of loss, or personal injury, including death, that may be sustained by Releasee and all persons under Releasee's supervision, control or care, or any loss or damage to property owned by Releasee, or any other persons under Releasee's care, supervision or control as a result of participating in activity.
- 4) Releasee further stipulates and agrees that while upon the premises of the City of Wildwood, Florida, Releasee will be bound by all orders, rules and regulations of the City of Wildwood.
- 5) Releasee further agrees to indemnify and hold harmless the City of Wildwood for any claim of personal injury or property damage brought against the City of Wildwood arising out of Releasee's participation in the activity, including, but not limited to, any claim by a person under Releasee's care, control or supervision for property or personal injury damage. Releasee further agrees to indemnify and hold harmless the City of Wildwood for any claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury or property damage brought against the City of Wildwood arising from out of, or occasioned wholly in part by Releasee's participation in the activity, including but not limited to, any claim by any person under Releasee's care, control or supervision for property or personal injury damage.

Printed Name of Participant

Date

Signature of Participant

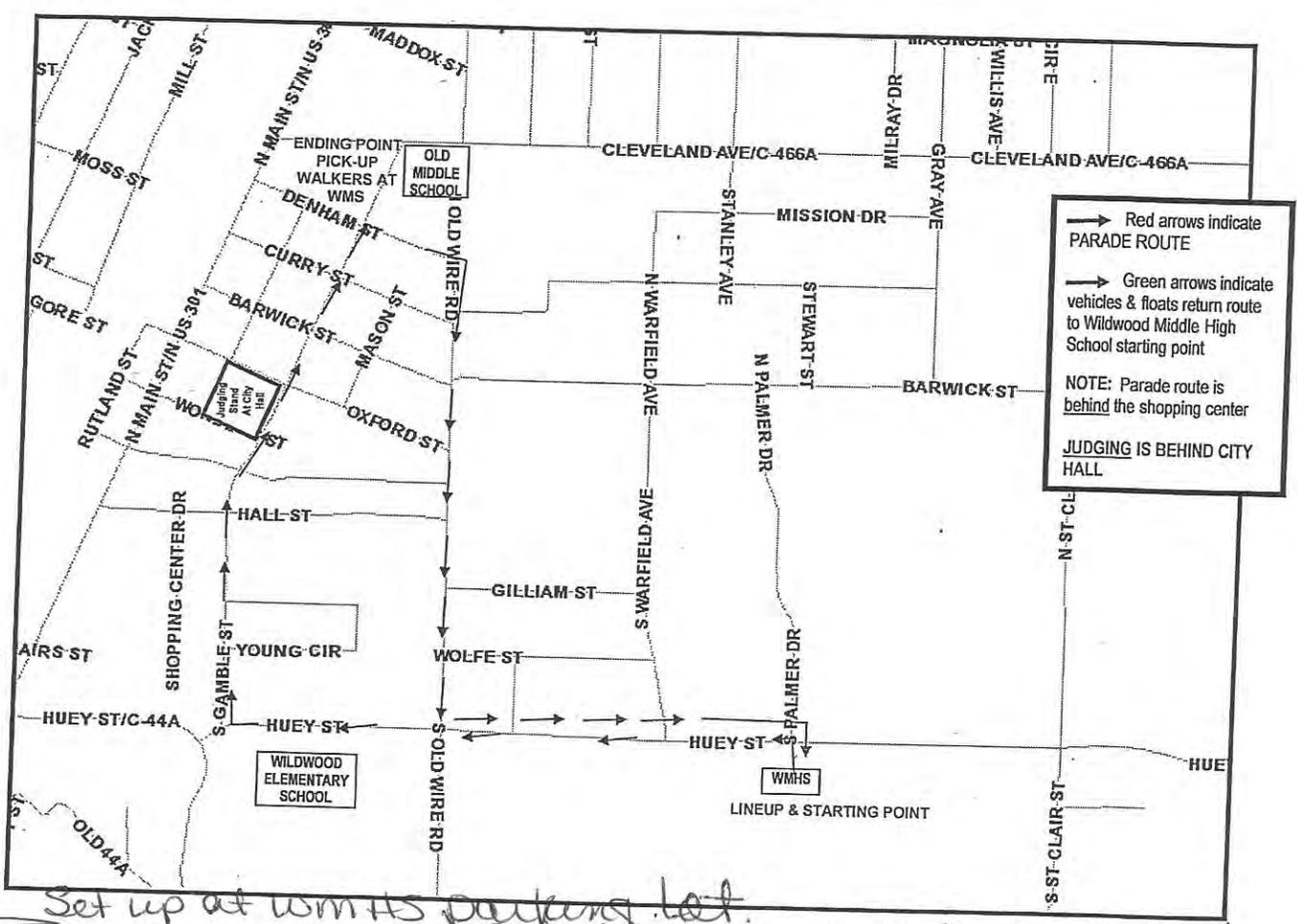
The undersigned parent or guardian hereby consents to the minor's participation in the above-mentioned activity and waives and releases all right and claims for damages as set forth above.

Printed Name of Participant

Date

Signature of Participant

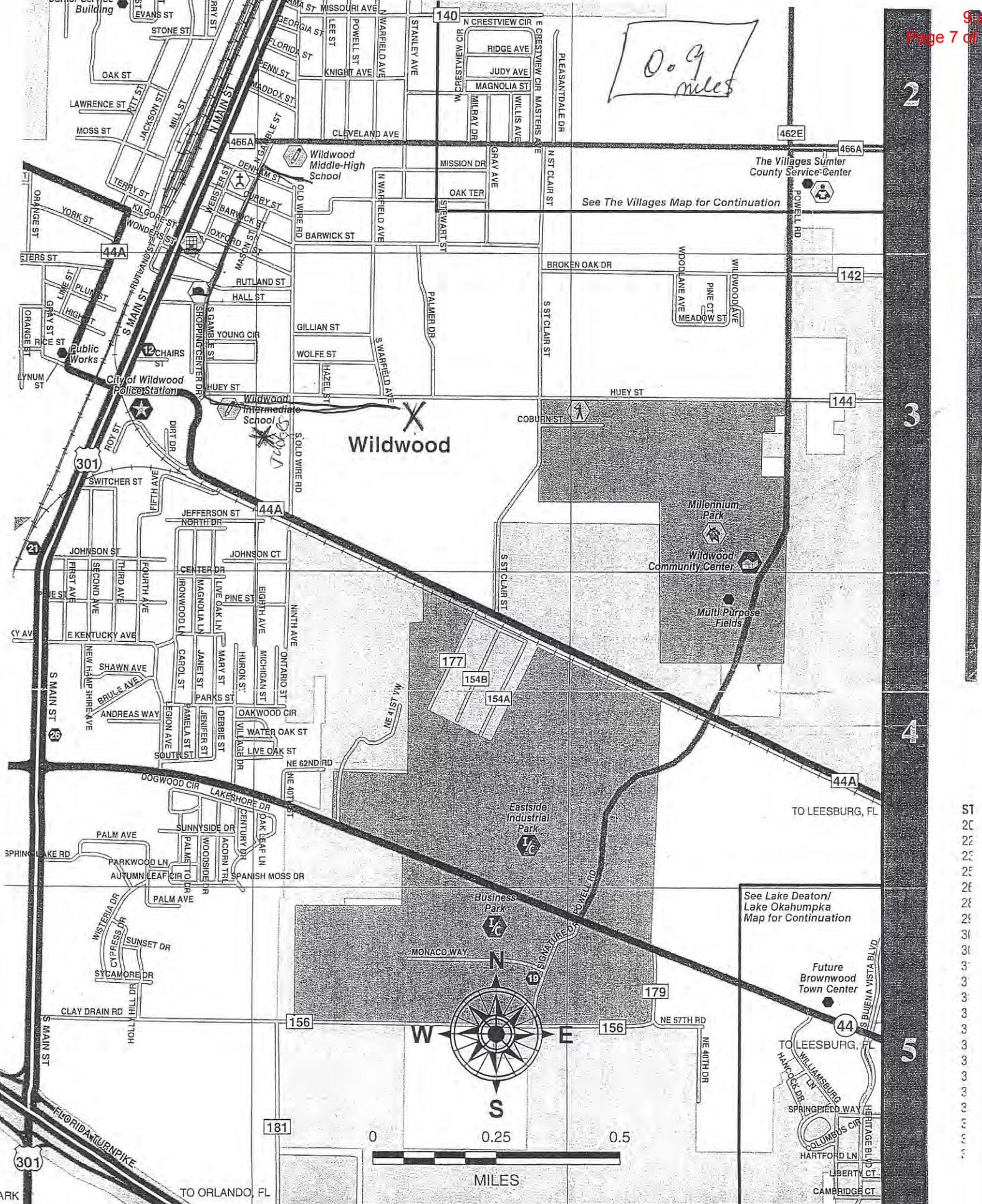
WILDWOOD CHRISTMAS PARADE ROUTE



Set up at WmHS parking lot.
 Start WmHS parking lot - turns Left Down Huey St.
 To gamble St. right turn on gamble
 And terminates At Denham St.

Parade entrees will be redirected EAST on
 Denham, South on Old wire Rd, EAST on
 Huey St. Back to WmHS.

0.9 miles



Wildwood



See Lake Deaton/
Lake Okahumpka
Map for Continuation

See The Villages Map for Continuation

TO LEESBURG, FL

TO ORLANDO, FL

Future
Brownwood
Town Center

TO LEESBURG, FL

WILLIAMSBURG
HAWCK DR LN

SPRINGFIELD WAY

COLUMBUS CIR

HARTFORD LN

LIBERTY CT

CAMBRIDGE CT

2

3

4

5

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CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Dr. Martin Luther King, Jr. Parade

REQUESTED ACTION: _____

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 9/22/2014
 Special Meeting

CONTRACT: N/A

Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: _____

- Annual
 Capital
 N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

This is the annual parade that takes place each year. Public works blocks off streets and police department helps with traffic control. Parade route is included (same as last year)
Staff Recommends approval.

WILDWOOD COMMUNITY DEVELOPMENT CENTER, INC.

August 4, 2014

Mr. Jason Wheeler
Parks & Recreation Coordinator
City Hall
100 North Main Street
Wildwood, FL 34785

Re: Dr. Martin Luther King Parade & Kickball Celebration

Dear Mr. Wheeler:

We request permission to host a MLK Kickball Celebration on Saturday, January 17, 2015 at MLK Park from 1:00 pm until 7:00 pm. We also request permission to host the Dr. Martin Luther King, Jr. Parade as per the attached map. The parade event will be held on January 19, 2015 starting at 11:00 am at the MLK Building in Wildwood and conclude with a program at MLK Park until 7:00 pm that will include entertainment, rides, a bounce house, food and drinks.

Enclosed are the following:

1. MLK Pavilion Restroom/Facility Use Application.
2. MLK Park Pavilion & Restrooms Indemnification Form.
3. Rules for Use of MLK Park Property, together with a copy of our advertisement.
4. A drawing of the park set up.
5. A copy of a letter from the IRS acknowledging our status as a 501(c)3 organization.

We have submitted a request to Sumter County to close County Roads 44a, 242 and 238 for our use during the parade.

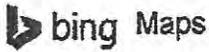
If you have any questions or require additional information, please contact me by phone at 352-748-7770 or email at peacemakerone@earthlink.net.

Sincerely,



Sam Saleem,
Vice-President

Enclosures



My Notes

A 101 Dr Martin Luther King Jr Ave, Wildwood, FL 34785

B NE 69th Rd & Walker Rd, Wildwood, FL 34785

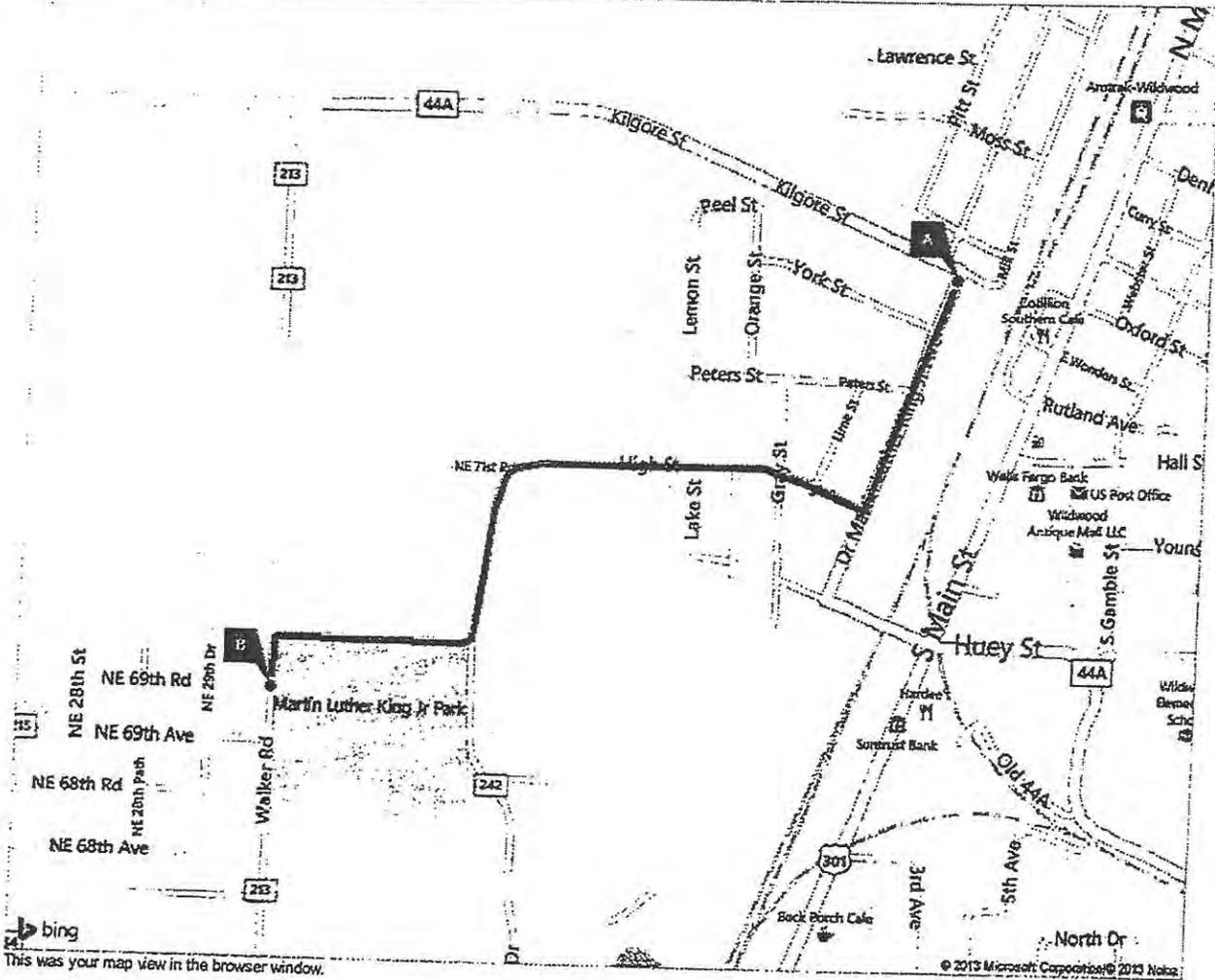
Route: 1.0 mi, 4 min

On the go? Use m.bing.com to find maps, directions, businesses, and more

A	101 Dr Martin Luther King Jr Ave, Wildwood, FL 34785	A-B: 1.0 mi 4 min
	1. Depart Dr Martin Luther King Jr Ave / CR-44A toward York St	0.2 mi
	2. Turn right onto High St	0.4 mi
	3. Bear left onto CR-242	0.2 mi
	4. Bear right onto CR-238	0.2 mi
	5. Turn left onto Walker Rd / CR-213	253 ft
B	6. Arrive at NE 69th Rd & Walker Rd, Wildwood, FL 34785 <i>The last intersection is CR-238</i>	

These directions are subject to the Microsoft® Service Agreement and for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2010 NAVTEQ™.

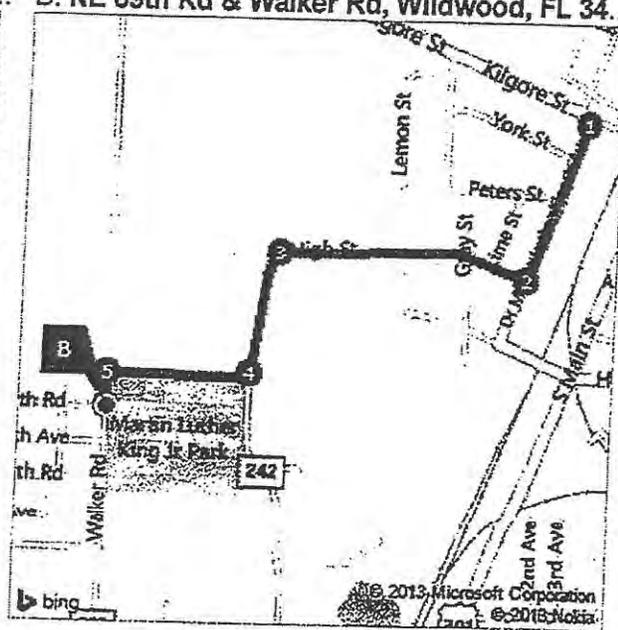
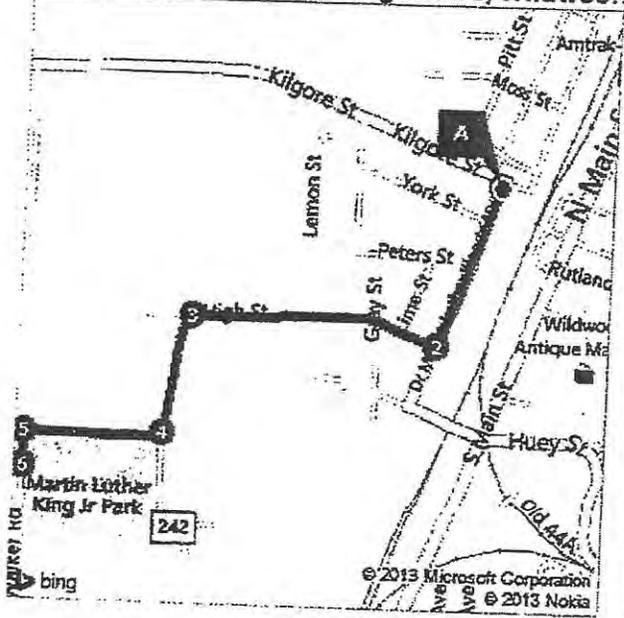
Route: 1.0 mi, 4 min



This was your map view in the browser window.

A: 101 Dr Martin Luther King Jr Ave, Wildwoo...

B: NE 69th Rd & Walker Rd, Wildwood, FL 34...



CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CRA – Helping Hands request for Sign Funds

REQUESTED ACTION: Approval of \$600 in CRA matching for Helping Hands signage for their new thrift store at 301 N. Main Street

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 9/24/14
 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:

Gene Barton with Helping Hands Outreach Ministry has sent in a request for matching CRA funds for the sign for their new thrift store at 301 N. Main Street in downtown Wildwood. They have totally renovated the two buildings there for their new store and are seeking to defray the overall expense where they can.

In addition to being a non-profit group funded by donations that is staffed by volunteers, Helping Hands has provided nineteen (19) homes to families in need in the Wildwood community. Their new thrift shop will be an extension of this work to support the local community.

Staff has met with Mr. Barton, reviewed the building improvements and request for funds, and found them to be sufficient. Staff recommends approval of the request.



Melanie D. Peavy
Development Services Director



RECEIVED

SEP 04 2014

**CITY OF WILDWOOD
Development Services Dept.**

Dear Melanie,

As you know Helping Hands has made tremendous improvements in the Wildwood business district with the total renovation of the two buildings at 301 No Main St. We have also greatly improved the Wildwood community with providing 19 homes to families in need.

We are a nonprofit group funded totally by donations and staffed only with volunteers. Hence, we need to cut costs everywhere possible. Therefore we are very excited to hear about the Wildwood sign fund.

Our signs will cost about \$1300. And we are requesting \$600 from your fund to help us continue our ministry to make improvements in Wildwood.

Thank you and God bless you,

Gene R. Barton
Cochair Helping Hands

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Mtg. Date: September 24, 2014

Subject: Utility Tractor for 2014-15 Budget
Submitted By: E. David Watson, P.E., Utility Director
Department: Utility Department

Staff Recommendation (Motion Ready): Removal of the budget item for a new tractor in the 2014-15 proposed City budget.

BACKGROUND:

At the September 10, 2014 meeting, the Commissioners had questions pertaining to the need for a new tractor for the utility department. A request for an inventory of utility department tractors was initiated as well as clarification of the need for the tractor.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

Upon investigation the following tractors were found to be in inventory within the utility department (pictures of each machine provided)

1. 1980 +/- Massey Ferguson 270 tractor with 7 foot wide cutting deck
2. 2003 Kubota tractor with front end quick disconnect bucket, forks, and rear grading box.
3. 2002 John Deere 4500 tractor with front end bucket and rear hoe
4. 2001 Case 580 Super with extend a hoe.
5. 1997 Case 580 Super with extend a hoe.

Each of the pieces of equipment as stated above is used for specific needs of the department and as such is set up for those needs.

The Case backhoes and the John Deere backhoe are all used for different types of utility repairs in both the water and wastewater departments, depending on the size of the repairs. None of these backhoes is set up to perform grass cutting services.

The Kubota tractor with the front bucket is used around the wastewater plant for various grading and material handling needs on a regular basis. If used for grass cutting

purposes, the front bucket would need to be removed, which is not a simple task in a discussion with Steve Watson. Also, the forks currently used to unload deliveries at the plant are only adaptable to the Kubota tractor due to the quick disconnect setup.

The Massey-Ferguson is a farm tractor which was reassigned to utilities from public works for the purpose of cutting Champagne Farms and the 501 water plant. These two locations, due to their size and roughness, are not cut by the prison services, but instead are cut by utility department personnel. This tractor is over-sized for the purpose of cutting the fields.

Aside from the issue of purchasing or not purchasing a new tractor, there are currently several safety concerns which need to be addressed immediately.

First, the Massey-Ferguson tractor is currently transported between Champagne Farms and the 501 plant on a flatbed trailer located at public works by utility personnel. This trailer is pulled between the sites by an F250 pickup truck from utilities. The F250 has a GVWR of 10,000lbs. The trailer is estimated to be a minimum of 14,000lbs GVWR. The maximum towing capacity of the pickup truck is 19500 GCWR. The pickup truck is not rated to pull this heavy of a trailer. Each time we utilize the trailer pulled by a pickup truck, we could be subject to a moving violation. Therefore, when moving the Massey-Ferguson tractor on this trailer, it must be pulled by a medium duty dump truck requiring a Class A license. This will require a Class A licensed City Employee to transport the tractor from one site to another. Currently, our lead plant operator is the only employee in the utility department who has a Class A license

Additionally, loading and unloading of a tractor that size onto the flatbed trailer creates a certain sense of discomfort from the utility personnel responsible for this task. They are not used to performing this type of task on a regular basis with this size equipment, thereby creating an unsafe condition.

CONCLUSIONS:

Based on the current limitations of the utility equipment (i.e. pickup trucks) or the need for a Class A license to continue transporting the existing equipment while borrowing a medium duty dump truck from public works, our current operating procedure cannot continue. A change to the procedure, equipment or personnel is required.

LEGAL REVIEW:

N/A

ALTERNATIVES:

1. Continue utilizing the Massey-Ferguson tractor to cut both the 501 plant and the Champagne Farms well site utilizing a Class A licensed driver to transport the tractor from site to site. This will require re-allocating our lead plant operators

time to transporting grass cutting equipment as noted. This will require approximately 4 hours every other week for the Class A driver (1 hour to travel and load/unload at each site). Additionally it takes about 5 hours to cut by utility personnel at each site bi-weekly. There will be times when a driver will need to be borrowed from Public Works to move equipment as only the lead plant operator currently has the required license in the utility department. Manpower availability would need to be addressed with the Director of Public Works.

2. Allow public works to cut both sites using their personnel and turn the Massey-Ferguson tractor back to public works for their daily use. This would require allotting approximately 14 hours bi-weekly for public works personnel to cut the two sites. All equipment would be operated by Public Works personnel. Manpower issues would need to be addressed with the Director of Public Works.
3. Purchase a smaller tractor for utilities specifically dedicated for the cutting of the two sites in question as well as resolving the current issues of transporting. The tractor would need to be sized to allow transporting on a trailer under 10,000 lbs GVWR.
4. Utilize public works personnel and equipment to transport the Massey-Ferguson tractor between sites and use utility personnel to cut the sites.

RECOMMENDATIONS:

Staff would recommend utilizing public works personnel to transport the current tractor between sites and utility personnel to cut the sites utilizing the current equipment available. Public works has the correct trucks and equipment operators to transport the Massey-Ferguson safely between sites. The Public Works Director has indicated that he can provide transportation services to and from the sites with advanced notice from utilities. Therefore, the purchase of the tractor as requested in the budget is not needed. The safety concerns and equipment issues can be resolved in-house without the additional tractor purchase. **We would recommend removal of the tractor item from the proposed 2014-1015 budget.**

FISCAL IMPACT:

As requested in the budget.

SUPPORT MATERIAL:

Attached photos.





9-2-11



2007-11-1



2011



10072



CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Mtg. Date: September 24, 2014

Subject: Smell Issue, Kilgore St. @ Mill St.
Submitted By: David Watson, P.E. Utility Director
Department: Utility Department

Staff Recommendation (Motion Ready): N/A

BACKGROUND:

At the Commission Meeting of September 10, 2014 Commissioner Bivens indicated that an odor was evident at the above referenced location in the mornings and wanted some clarification as to its origin.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

A site visit was conducted to investigate the origin of the odor which was identified by the Commissioner at this location. During the site visit, no odor was present. In discussion with other staff members it was identified that the railroad company cleans and decreases its cars and engines at this location on a regular basis. The combination of the cleaner, dirt, and decreasing agents is the apparent cause of the smell at this location. The City does not have any sanitary sewer manholes within 100 feet of the intersection in question.

CONCLUSIONS:

Cleaning of the railroad equipment is the cause of the intermittent smell issue at this location.

LEGAL REVIEW: N/A

RECOMMENDATIONS:

Possible discussion with the railroad on its cleaning procedures and cleaning agents.

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

SUPPORT MATERIAL:

See Attached photos.







CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Mtg. Date: September 24, 2014

Subject: Genset Inventory, 2014

Submitted By: E. David Watson, P.E., Utility Director

Department: Utility Department

Staff Recommendation (Motion Ready): N/A

BACKGROUND:

At the September 10, 2014 meeting, the Commissioners requested an inventory of generators currently available to the Utility Department. A request for an inventory of utility department generators was initiated and is provided below.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

Upon investigation the following generators were found to be in operational inventory within the utility department (pictures of each machine provided)

1. 30Kw 3ph, 230v, portable genset (sewer)
2. 100 Kw, 3ph, 230v Onan portable genset (sewer)
3. 650kw+, Genset, fixed in place for Wastewater Plant
4. 215 Kw genset, fixed in place at 209 lift station.
5. CAT genset, fixed in place at 214 water pumping station
6. CAT genset, fixed in place at 501 water plant.

The sanitary sewer system currently has 37 stations without back-up generating power. These stations are serviced by the portable generators as shown above. We currently have 2 stations which cannot operate when power is lost as the department does not have a 3ph, 480 volt portable generator available.

The water system currently has power available to the well and pumping sites except for Huey street. One of the proposed generators in the 2014-15 budget is to provide power to this site.

CONCLUSIONS:

N/A

LEGAL REVIEW:

N/A

ALTERNATIVES:

N/A

RECOMMENDATIONS:

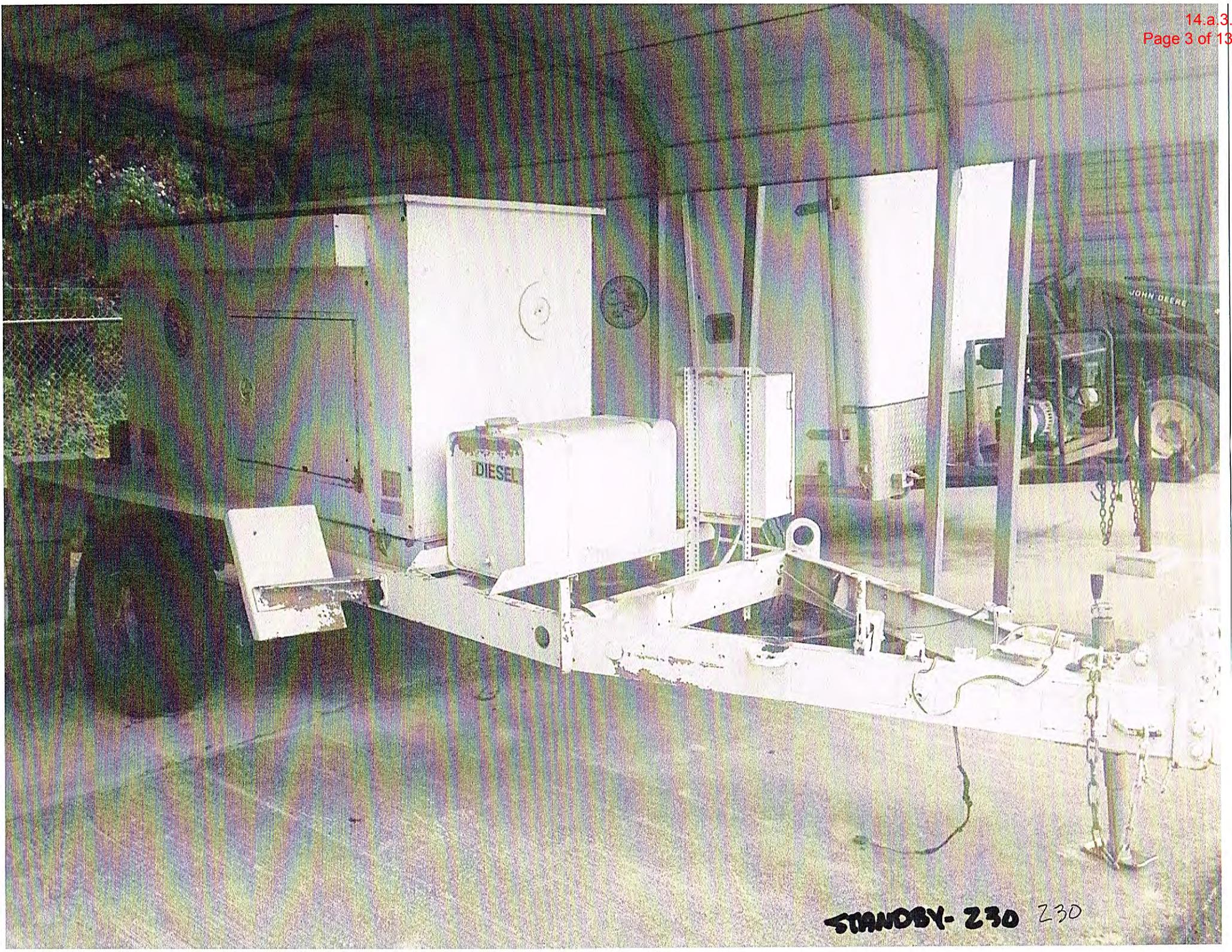
N/A

FISCAL IMPACT:

As requested in the budget.

SUPPORT MATERIAL:

Attached photos.



STANDBY-230 230

US DEPARTMENT OF DEFENSE

GENERATOR SET DIESEL
ENGINE 30 KW 60 HZ

MODEL 30KW-CTMGSA NSN [REDACTED]

SER. NO. 30-890312 REG. NO. [REDACTED]

TM [REDACTED] NAVFAC [REDACTED]
TO [REDACTED] TM [REDACTED]

VOLTS [REDACTED] 120/208 3PH

AMPS [REDACTED] 104 PF [REDACTED]

DRY WT. 2230 LB LG 103.5 IN W 69 IN HGT 53 IN

DATE MFD [REDACTED] CONTR NO. [REDACTED]

WARRANTY [REDACTED] DATE INSP. [REDACTED]

MADE BY [REDACTED] [REDACTED]

STANDBY-230



STANDBY - 230 



Onan

1400 73rd Avenue N.E.
Minneapolis, MN 55432 U.S.A.

Made in U.S.A

99-2433

FREQUENCY	60 HZ		
	STANDBY	PRIME	
SERVICE RATING			
PHASE	1PH 3PH	1PH 3PH	3PH
RATED KW	67.0 100.0	0.0 0.0	0.0
POWER FACTOR	1.0 0.8	0.0 0.0	0.0
RATED KVA	67.0 125.0	0.0 0.0	0.0

BATTERY	VOLTS	AMPS	AMPS
12 VDC	120/ 208	347	347
	120/ 240	279	300
	127/ 220	328	328
ROTATING	133/ 230	313	313
SPEED	139/ 240	300	300
1800RPM	240/ 416	173	173
	255/ 440	164	164
NOMINAL	266/ 460	156	156
RATED	277/ 480	150	150

WIRING DIAGRAM: 0612-6692-01 0612-6694-07



For Electrical Equipment Only
Pour Material Electrique Seulment

230
Standby-



WTP-MAN



209 P.5e1

MARATHON
ELECTRIC

WAUSAU, WISCONSIN 54401 U.S.A.

SYNCHRONOUS AC GENERATOR

MODEL	431CSL6206	PART NO.	431CSL6206
SERIAL	687480-0707	ADAPTION	795801-0C
FRAME	431	ENCL	OPEN
TYPE	CSL	HZ	60
		RPM	1800
		AMB.	27 °C
INS. CLASS	H2	RISE BY RES.	130 °C
FIELD AMPS	2.2	FIELD VOLTS	55

STANDBY		DUTY SERVICE RATINGS			
VOLTS	PHASE	PF	KW	KVA	AMPS
120/240	1	1.0	166	166	692
277/480	3	0.8	215	269	323
120/208	3	0.8	210	263	729
120/240	3	0.8	210	263	631

MADE IN CHINA

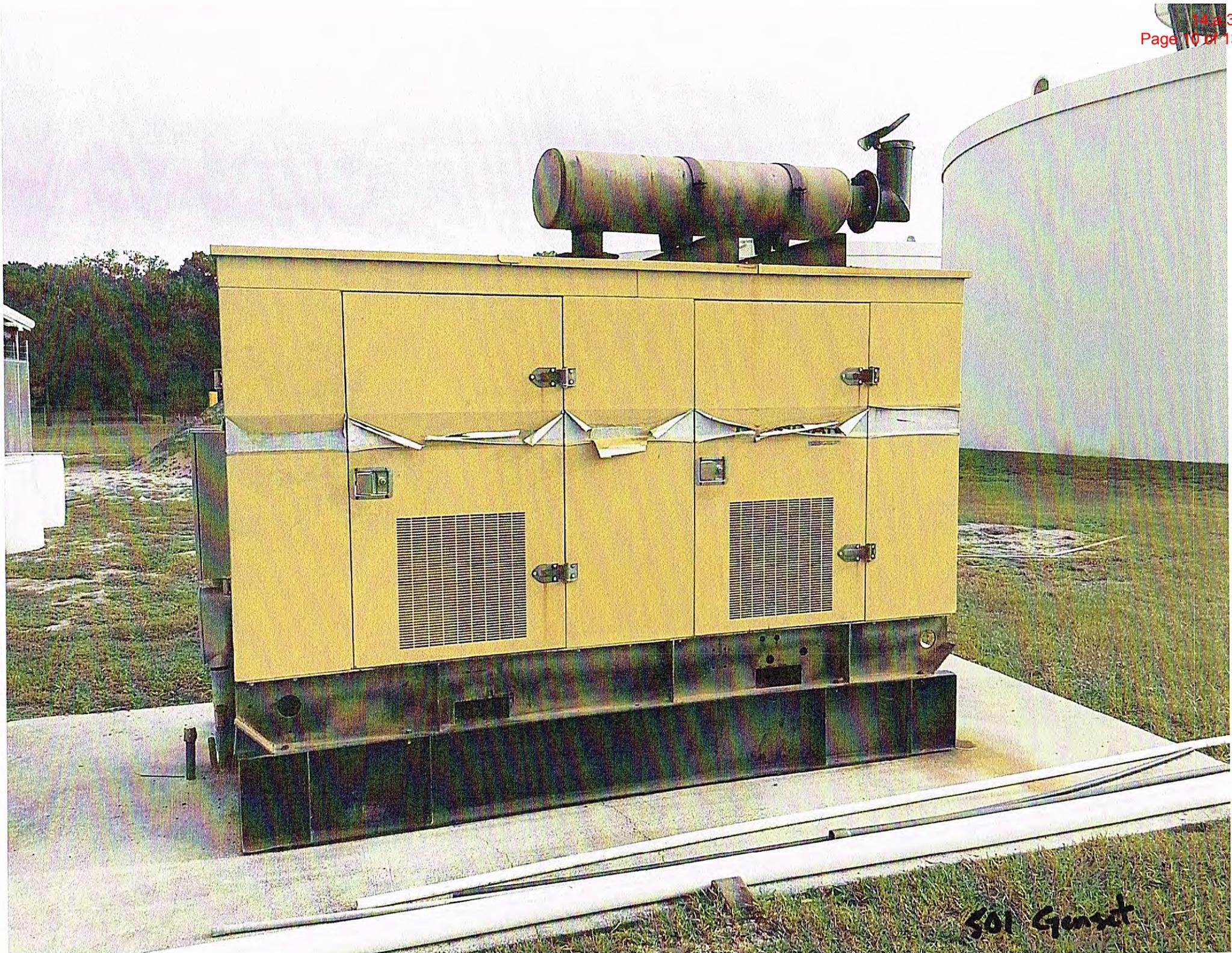
75221



UL LISTED ELECTRIC GENERATOR UL FILE E210442

B-527

209 PS-2



501 Genset



CORE AR

ENGINE MODEL 3208

SER. NO. 5YF02257

MODIFICATION NO. SEE ORDER

AR NO. 106-1496 PERF SPEC OT-8010

MAX ALT 1200
3937

OEM NO. 87935

FULL LOAD STATIC FUEL 5.85mm

FULL TORQ. STATIC FUEL 5.95mm

RATED 263 HP 196.0 kw AT 1800 RPM

BARE ENG. HIGH IDLE 18 RPM

FUEL TIMING 18.0BTC A/F RATIO DYNAMIC

561 Genset





214 Plant-1



MODEL
MODELLO
MALLI
MODELO
MONTEAO

Model No.
D150-8

SERIENUMMER
SERIENNUMMER
RADNÚMER
AZONOSÍTÓ SZÁM
ΑΡΙΘΜΟΣ ΣΕΙΡΙΑΣ

Serial No.
CATC0C66CSDA00188

NUMERO DE SERIE
SARIANUMERO
NUMERO DI SERIE
NUMERO DE SERIE
NUMERO DI SERIE

CATERPILLAR INC. LARNE, N. IRELAND, U.K.

214 Plant 2

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Update on Development Projects

REQUESTED ACTION: Informational Update.

Work Session (Report Only) **DATE OF MEETING:** 9/24/2014
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The following items are presented to give the Commission an update on the status of development within the City of Wildwood, since April 2014 to the present.

Active Projects

Developments of Regional Impact (DRIs)

1. Landstone – City adopted Development Order and Proportionate Share Agreement on October 30, 2008. (O586) DRI extended through 1/22/2021 for commencement; build-out 11/21/2035. (See also planned developments, below). Construction has not commenced, pending utility agreements. Property is generally located South of C-470. As of September 24, 2014 there were no new updates on the DRI.

2. Wildwood Springs – City adopted Development Order and Proportionate Share Agreement on October 30, 2008. (O546) DRI extended through 2021 for Phase 1, 2026 for Phase 2, and 2031 for Phase 3. Compliance (build-out) to take place on or before 10/30/2036. (See also planned developments, below). Construction has not commenced. Property is generally located South of C-468 and West of 501. As of September 24, 2014 there were no new updates on the DRI.

3. Southern Oaks – City adopted Development Order and Proportionate Share Agreement on 2/27/12 (O2012-01) to expire on February 27, 2017. Property is generally located North of the Turnpike. As of September 24, 2014 there were no new updates on the DRI.

Planned Developments

1. Landstone (O2011-20). PD valid through 1/8/2017. DRI extended through 1/22/2021 for commencement; build-out 11/21/2035. Construction has not commenced, pending utility agreements. Property is generally located South of C-470.
2. Wildwood Springs (O2011-18) Extension approved at the January 9, 2012 City Commission Meeting. PD Expiration extended from December 17, 2012 to October 11, 2022 to coincide with DRI extension per applicant's request. Construction has not commenced. (See DRI Wildwood Springs) Property is generally located South of C-468 and West of 501.
4. Lakeside Landings (O2009-17, O2013-37, O2014-05) – Under construction. Site plans continue to be submitted for individual home sites. Property is generally located South of C-472 and East of CR 117. Phase II plans have been submitted for 201 single family dwelling units and the 2nd addendum for the balance of water and sewer capacity, which have been presented for approval at this meeting. See Item #38, SP 1406-05 in Site Plan section below.
5. Novillo Mixed Use PD (O2014-13, RZ 1312-04) Approved by the City Commission on April 28, 2014. Planned Development approval for a Mixed Use Planned Development (MUPD) overlay on property zoned ECNMU-7 (Employment Center Neighborhood Mixed Use – 7 units per acre) for 96 residential units and 35,000 sq. ft. of commercial office space, with related improvements and infrastructure. Property is generally located South of SR 44 and East of CR 179.
6. O'Dell PD (Ordinance #621, O2014-22) - Modification to the previously approved planned development, allowing for 40,000 sq. ft. of office space, 220,000 sq. ft. of commercial space, and 1,000 residential units; providing for the re-alignment of C-462; to be constructed over three phases. Property is generally located South of C-462 and West of 301.
7. Oxford Crossings PD (O2010-05) – Extended until December 12, 2014 at City Commission meeting of March 11, 2013. Approved for 740 residential units, 145,000 SF of commercial or institutional space, and four amenities with related infrastructure and improvements. Property is generally located South of C-472 and East of 301. Latest PD extension expires in 3 months.
8. Oxford Crossings Apartments (RZ 07-05-02). Latest extension expires February 22, 2015 (approved at City Commission meeting of March 11, 2013). Approved for 600 residential units. Property is generally located South of C-472 and East of 301.
9. Turkey Run (Ordinance # 616 and O2010-27) Under Construction. See SP 1303-06 - Providence II ALF. Property is generally located North of C-466A and West of C-462. Applicant has stated they will apply for a minor revision to the site plan prior to construction.
10. Wildwood Crossings (O2010-03) – Extended until December 12, 2014 at City Commission meeting of March 11, 2013. Property is generally located South of C-466A and West of Powell Road.
11. Trailwinds (O2014-18) Modification to the Trailwinds Village Planned Development conceptual plan, providing for a 296 bed Independent Living Facility; 461 bed Assisted Living Facility; 400,000 sq. ft. commercial sales and 200,000 sq. ft. commercial office space. See #11, SP 1401-03, in Site Plans, below. Improvement Plans on hold for easements across Beaumont property. Property is generally located North of C-466A and East of C-462.
12. Grand Oaks Manor (RZ 1405-02, O2014-33) Approved thru August 24, 2016. Property is generally located north of C-472 and on the east side of NE 42nd Blvd. Planned Development

approval for a 400 unit single family detached residential subdivision with amenities and related improvements. Has submitted Preliminary plat to subdivide. See #12 in Site Plan section, SP 1409-01, below.

14. Elim Senior Care Facility (O2014-38) Approval of the ELIM Senior Care Living Planned Development, providing for a four-story, 146 unit (187 beds) Independent Living Facility, a 42 bed Memory Care Facility, a 64 unit (66 bed) Assisted Living Facility, and a 1,075 seat church; for a grand total of 361,824 sq. ft. to be constructed over four phases. This project has been scheduled for P&Z and Commission approval in October 2014.

Comprehensive Plan Amendments/Rezoning

13. CP 1405-01 & RZ 1405-01 Old Library/ Public Works

Small-scale land use change from County Commercial to City 466-301 Mixed Use (466-301 MUD) and Rezoning approval from County CL (Light Commercial) to City 466-301 (466-301 Mixed Use). Scheduled for public hearing at this meeting. Property is generally located north of Huey St and east and west of Palmer St. Scheduled for P&Z and Commission approval in October 2014.

14. CP 1409-01 & RZ 1409-01 Elim Senior Care Living

Small-scale land use change from City Oxford Neighborhood Mixed Use (ONMU) to City Public Facilities (PF) and Rezoning approval from City NMU-7 (Neighborhood Mixed Use – 7 units per acre) to City IN (Institutional). Property is generally located north of CR 105, west of CR 103 and east of US 301. Scheduled for P&Z and Commission approval in October 2014.

Special Exceptions

15. SE 1405-01 CLQ Cell Tower @ Outokumpu

On hold pending plan revision by applicant. Does not meet Special Exception criteria in the Land Development Regulations. Property is generally located west of US 301 and north of West Clarke Street.

Site Plans

9. SP 1303-06 Providence II – Wildwood ALF

Site Plan approval to construct an Assisted Living Facility and Memory Care with associated driveway and parking within the Turkey Run development (67,600 sq ft). Currently pending construction; see #9 in the Planned Developments section). Property is generally located North of C-466A and West of C-462.

11. SP 1401-03 PLAT – Trailwinds Improvement Plan

Improvement Plan approval for a mixed use subdivision with related improvements. See #11 in Planned Developments above. Project on hold for easements across Beaumont properties. Utility extensions in progress. Property is generally located North of C-466A and East of C-462.

12. SP 1409-01 Grand Oaks Manor Preliminary Plan (Subdivision)

400 single family detached (SFD) subdivision preliminary plan. See #12, in Planned Developments, above. Property is generally located north of C-472 and on the east side of NE 42nd Blvd.

16. SP 1210-02 Alliance Coach

Extension approved on December 9, 2013 to February 24, 2015. Site Plan approval for a Detail center – 2,500 sq ft & Employee Pavilion – 600 sq ft. Site plan application has been submitted for a minor revision to the approved site plan for an outdoor canopy. Property is generally located South of SR 44 and East of 301.

17. SP 1211-02 Oxford ALF and Memory Care

Site Plan approval for a three-story, 54,128 sq. ft. (162,384 GFA) building for a 103 suite Assisted Living and Memory Care facility (80 single units, 23 double units, 126 total beds); with associated driveway, parking, and sidewalks; and related infrastructure that will be utilized throughout the subdivision. Currently under construction. Property is generally located North of Woodridge Drive and East of CR 103.

18. SP 1306-02 MSP San Pedro Altar Addition

Minor Site Plan approval for a 1,600 sq. ft. addition to the existing church. Currently under construction. Property is generally located North of Rutland Street and West of Gamble Street.

19. Alden Bungalows at Brownwood -

SP 1307-05 Alden Bungalows Neighborhood Recreation Center – Brownwood VOW DRI. Site Plan approval to construct a 348 sq. ft. postal center building, an 852 sq. ft. pool building and pool, and an 80 sq. ft. pavilion with outdoor areas for Bocce ball and shuffleboard; with associated driveway and parking within the Brownwood development (Villages of Wildwood DRI). Pending C/O. Property is generally located North of SR 44, South of C-44A and West of Powell Road.

SP 1408-04 Alden Bungalows

1st Batch of 50 residential units of 180. Property is generally located west of Powell Road, northeast of SR 44 and southwest of C-44A.

20. SP 1309-02 Mission Oaks Phase II

Site Plan approval for a 28,855 sq. ft. Assisted Living Facility (33 units) with related improvements. Currently under construction. Property is generally located South of CR 214 and West of 301.

21. SP 1309-03 Miryala Office Complex

Site Plan approval for a 2 story, 10,546 sq. ft. office building (5,273 sq. ft. per floor) with related improvements. Currently under construction. Property is generally located South of C-466 and East of 301.

22. SP 1309-06 Fort Knox Self Storage

Site Plan approval for a 73,750 sq. ft. Self-Storage Facility with related improvements. Pending construction. Property is generally located South of C-462 and East of 301.

23. SP 1310-01 Compass Storage Facility

Site Plan approval for a 99,832 sq. ft. Self-Storage Facility with related improvements. Currently under construction. Property is generally located South of C-466 and East of 301.

24. SP 1310-03 Park for Parkwood Minor Site Plan

Site Plan approval for a park with a 360 sq. ft. pavilion; volleyball, tennis, and basketball courts; and a playground within the Parkwood development. Pending C/O. Property is generally located East of CR 103, West of Idlewood Loop and North of Woodridge Drive.

25. Duke Energy -

SP 1310-04 Duke Energy Metal Crane Canopy Minor Site Plan

Site Plan approval for a new reinforced 3,480 sq. ft. concrete pad with canopy, crane, and other related improvements. Currently under construction. Property is generally located East of 301 and North of C-462.

SP 1405-10 Duke Energy Transmission Operations Center Building
Site Plan approval to construct a 29,400 sq. ft. Transmission Operations Center, with paved parking, driveway, and related improvements. Currently under construction.

SP 1408-02 Duke Energy - Minor Storage Area Improvements
Approval of the redevelopment of four (4) sections of the Duke Energy property (totaling 2.152 acres MOL) including demolition, grading, storm drainage, erosion and sediment control for additional outdoor heavy duty pavement areas; net increase of 39,949 SF or 0.917 acres additional paved area. Currently under construction.

SP 1409-03 Duke Energy Pole Yard Improvements – Minor Site Plan
Approval pending. Pole yard modifications for outdoor storage area for electric poles.

26. SP 1312-01 Traffic Control Products of Florida
Office and shop – 4,800 sq ft, currently under construction. Property is generally located South of CR 244 and West of Industrial Way.

27. SP 1401-01 MSP Nash Modular Office
Minor Site Plan approval to place a 864 sq. ft. modular office into use on the property with related improvements. Under Construction. Property is generally located West of 301 and North of CR 521.

28. SP 1402-02 Oxford Oaks Phase 2 Improvements
Phase 2 Improvement plan approval for a 295 unit residential subdivision. Construction level plans including utilities, drainage, roadway, signage and striping. Approved pending final plat and addendum to Developer's Agreement. Property is generally located West of 301 and North of CR 214.

29. SP 1402-03 Baltic Properties Oxford Office
Site plan approval for utilities, paved entrance, driveway and 4 parking spaces to utilize an existing structure as a commercial office. Under construction. Property is generally located South of C-466 and West of NE 36th Street.

30. SP 1402-05 Pinellas Plaza – Bank of America
Site plan approval to construct a 3,761 sq. ft. Bank of America branch office. Currently under construction. Property is generally located South of C-466A East of Powell Road.

31. SP 1402-06 Harry Harmer Parcel 2 Block B
Site plan approval for a 4,000 sq. ft. office/warehouse with parking and related improvements. Currently under construction. Constructing 4000 sq ft warehouse and parking area. Plan needs a Minor Site Plan (MSP) that will go to PRC April 15, 2014. Property is generally located Southeast of CR 521 and Northwest of 301.

32. SP 1402-07 Piedmont Goodwill Wildwood
Site plan approval for demolition of existing residential structures and concrete; and to construct a 26,568 sq. ft. Goodwill Store. Currently under construction. Property is generally located South and West of CR 105.

33. SP 1404-03 Rosecastle ALF
Site Plan approval to construct a three-story, 90,751 sq. ft. Assisted Living Facility with paved parking, driveway, and related improvements. Pending construction. Property is generally located north of Huey Street and west of Powell Road.

34. SP 1405-06 Elliot – My Garage

Site Plan approval to construct two (2) 11,250 sq. ft. buildings with nine (9) storage units each, with paved parking and related improvements. Currently under construction. Property is generally located south of CR 156.

35. Villages of Wildwood DRI – Pinellas Plaza

SP 1405-07 Wells Fargo Pinellas Plaza

Site Plan approval to construct a 3,307 sq. ft. Wells Fargo Bank Branch in the Villages of Wildwood DRI at Pinellas Plaza with related improvements. Currently under construction. Property is generally located north of Burnsed Blvd, west of Sarasota St and south of C-466A.

SP 1405-08 First Avenue Nat'l Bank Pinellas Plaza

Site Plan approval to construct a 3,414 sq. ft. First Avenue National Bank Branch in the Villages of Wildwood DRI at Pinellas Plaza with related improvements. Currently under construction. Property is generally located north Burnsed Blvd, east of Sarasota St, west of Pinellas Place and south of C-466A.

SP 1405-09 Chase Bank Pinellas Plaza

Site Plan approval to construct a 3,307 sq. ft. Wells Fargo Bank Branch in the Villages of Wildwood DRI at Pinellas Plaza with related improvements. Currently under construction. Property is generally located north Burnsed Blvd, east of Sarasota St, west of Pinellas Place and south of C-466A.

36. SP 1406-01 Wildwood Retirement Residence

Site Plan approval to demolish an existing two-story frame residence and two one-story metal buildings and to construct a three-story, 132,612 SF, 131 suite Independent Living Retirement Residence. Project on hold pending revision from applicant. Property is generally located north of CR 142 and east of Powell Road.

37. SP 1406-02 Final Plat Pepper Tree Village

Final Plat approval for Peppertree Village, a 106 unit single-family detached residential subdivision with related improvements. Applicant has submitted their developer's agreement for acceptance by the City. Scheduled for P&Z and Commission approval in October 2014. Property is generally located south of CR 222 and west of us 301.

38. SP 1406-05 Lakeside Phase II Improvement Plan

Phase 2 Improvement plan approval for a 201 unit single-family detached residential subdivision. Construction level plans including utilities, drainage, roadway, signage and striping. Approval pending signed addendum to Developer Agreement. Property is generally located south of C-472 and east of US 301.

39. Villages of Wildwood – Brownwood

SP 1407-01 Brownwood Lester Bait & Tackle

Site approval for a 5,560 SF building for Lester Bait and Tackle, Building 22, in the Brownwood commercial district, a part of The Villages of Wildwood DRI. Approved September 11, 2014. Property is generally located southwest of C44A and northeast of SR 44.

SP 1409-02 Brownwood – Goedken’s Garage

Site Plan approval to construct an 11,008 square foot, one (1) story building for golf cart repair in the Villages of Wildwood DRI – Brownwood with parking and related improvements. Property is generally located southwest of C44A and northeast of SR 44.

40. SP 1407-02 Antrim Dells #4 VOW DRI BW

Final batch for 182 nearing subdivision build out. Property is generally located northeast of SR 44, east of Buena Vista Blvd and southwest of C-44A.

41. SP 1408-03 Autozone

Site Plan approval to construct a 7,381 square foot building for retail automotive sales with related improvements. Pending P&Z and Commission approval in October 2014. Property is generally located south of C-466E, west of NE 42nd Blvd and north of CR 106.

Completed Projects

Annexations

AN 1404-01 Nahas – Annexation of the Nahas Chevrolet property / Cindy Clark property pursuant to a pre-annexation agreement for water/sewer services.

AN 1407-01 Autozone – Annexation of the old Oxford Fire Station site sold by Sumter County to Autozone.

Comprehensive Plan Amendments

CP 1404-01 & RZ 1404-01 Pat the Plumber – Land use change from Medium Density Residential to Commercial and Rezoning from R-3 to C-1 to allow for a small retail store.

41. CP 1407-01 & RZ 1407-01 Autozone – Small-scale land use change from County Commercial (COM) to City Commercial (COM) and Rezoning from County “CL – Light Commercial” to City “C-3: General Commercial – Highway.” See #41 in Site Plan section, SP 1408-03 for Site Plan submittal.

Rezoning/ Planned Developments

RZ 1305-02 Oxford Oaks Planned Development (See #28 above for Phase 1 and 2 subdivisions) Revision to the approved Planned Development adding twenty-one (21) single-family homes in Phase 1 (for a total of 563 housing units) with related improvements and infrastructure.

Special Exeptions

SE 1404-01 Sumter Tire South – Special Exception to allow automotive repair in an area zoned C-1.

SE 1404-02 Unity of The Villages – Special Exception to allow a church in an area zoned R-4.

Site Plans

SP 1403-02 Antrim Dells #2 Block of 46 home sites in the Brownwood development.

SP 1404-01 Oxford Oaks Phase 1 – Final Plat. See # 28 Final Plat approval for Oxford Oaks Phase

1, a 268 unit residential subdivision with related improvements, which includes a neighborhood park with an 800 sq. ft. pavilion; a 549 sq. ft. postal center; tennis, pickleball, basketball, and beach volleyball courts; and a playground.

SP 1404-02 Harry Harmer Minor lot split Approval of a minor lot split for Parcel 2 Block B to remove the portion purchased by Marjam Supply to permit development of the remaining portion of the lot.

SP 1405-01 Compass Storage Landscape revision/Minor Site Plan

SP 1405-02 Russell Stover Irrigation Well/Minor Site Plan

SP 1405-03 Antrim Dells #3 VOW DRI BW. Third block of 50 home sites in the Brownwood development.

SP 1405-04 Lamers Bus Facility East – Minor Site Plan approval to renovate an existing metal building while adding approximately an additional 1,462 sq. ft. of space, with paved parking and related improvements for this structure and the one-story wood frame building also on this site.

SP 1405-05 Alliance Coach covered Shelter - Minor Site Plan approval to construct a 1,500 sq. ft. covered shelter for washing motor-coaches with related improvements.

SP 1406-03 Markley Oxford Street - Approval of a minor lot split for Parcel G06L086 into a Parcel A and B. Parcel A will be used as a duplex and has all utilities. Parcel B will be used as a hobby garage with electric only.

SP 1406-04 Duke Temp Office Bldg – Minor Site Plan for a temporary office trailer at Duke Energy site for ongoing construction.

SP 1407-03 Promise Hospital Pergola – Minor Site Plan for outdoor pergola at Promise Hospital.

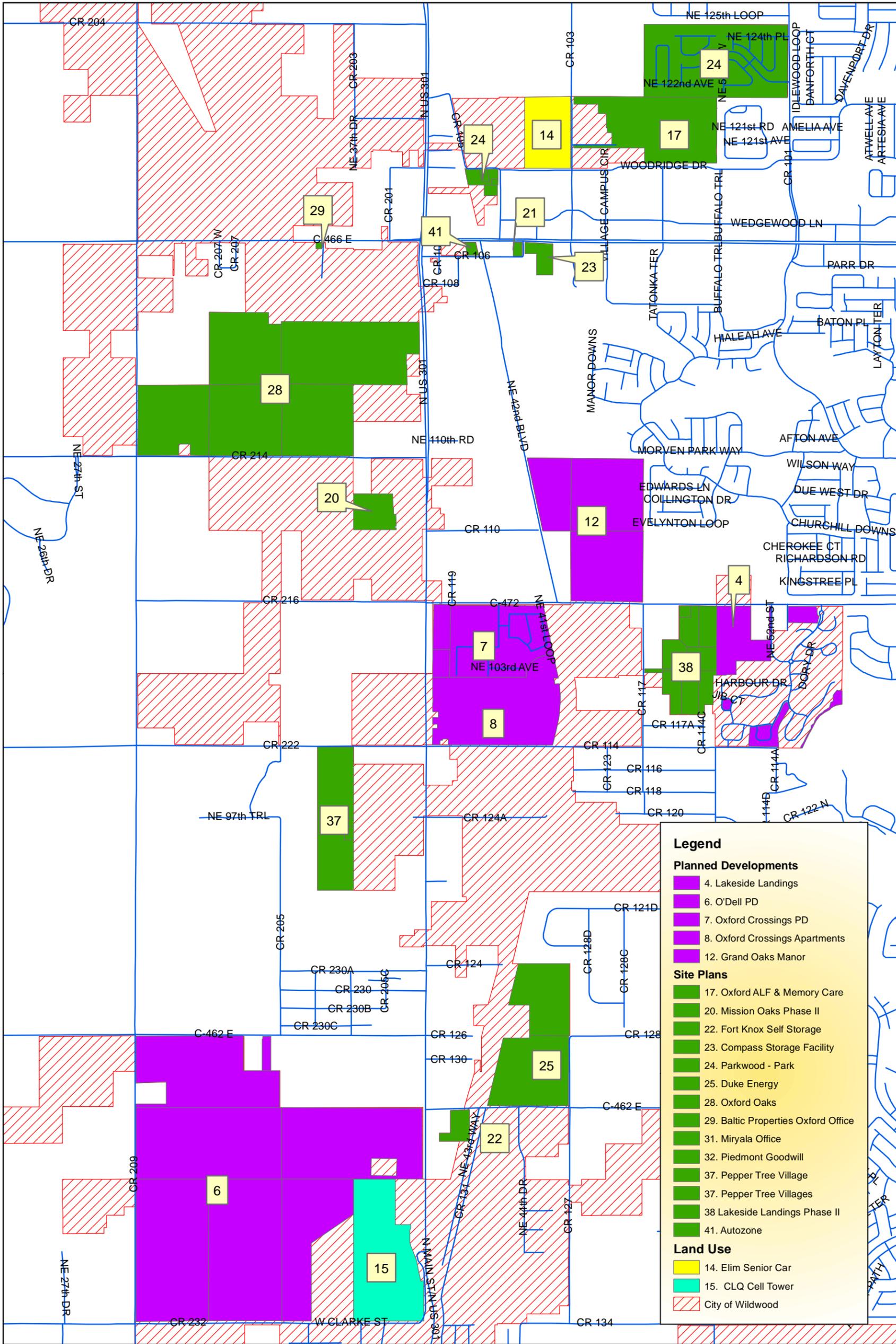
SP 1407-04 Goodwill Construction Trailer – Minor Site Plan for a temporary office trailer at the Piedmont Goodwill Site.

If you have questions regarding any of these items, please contact me.



Melanie Peavy
Development Services Director

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Legend

Planned Developments

- 4. Lakeside Landings
- 6. O'Dell PD
- 7. Oxford Crossings PD
- 8. Oxford Crossings Apartments
- 12. Grand Oaks Manor

Site Plans

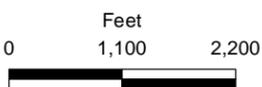
- 17. Oxford ALF & Memory Care
- 20. Mission Oaks Phase II
- 22. Fort Knox Self Storage
- 23. Compass Storage Facility
- 24. Parkwood - Park
- 25. Duke Energy
- 28. Oxford Oaks
- 29. Baltic Properties Oxford Office
- 31. Miryala Office
- 32. Piedmont Goodwill
- 37. Pepper Tree Village
- 37. Pepper Tree Villages
- 38. Lakeside Landings Phase II
- 41. Autozone

Land Use

- 14. Elim Senior Car
- 15. CLQ Cell Tower
- City of Wildwood



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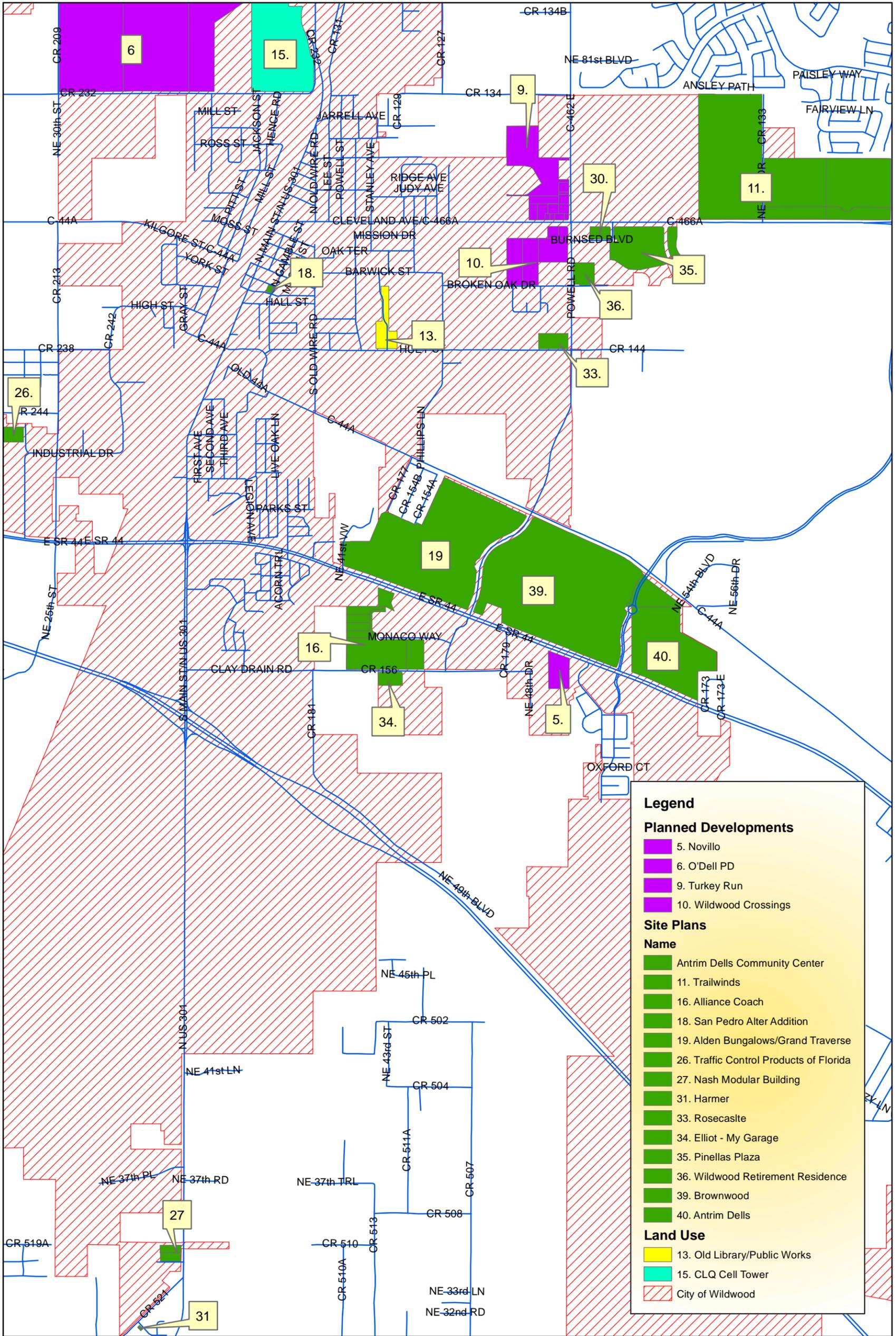


Development Update

WILDWOOD, FLORIDA

September 2014

MAP 1



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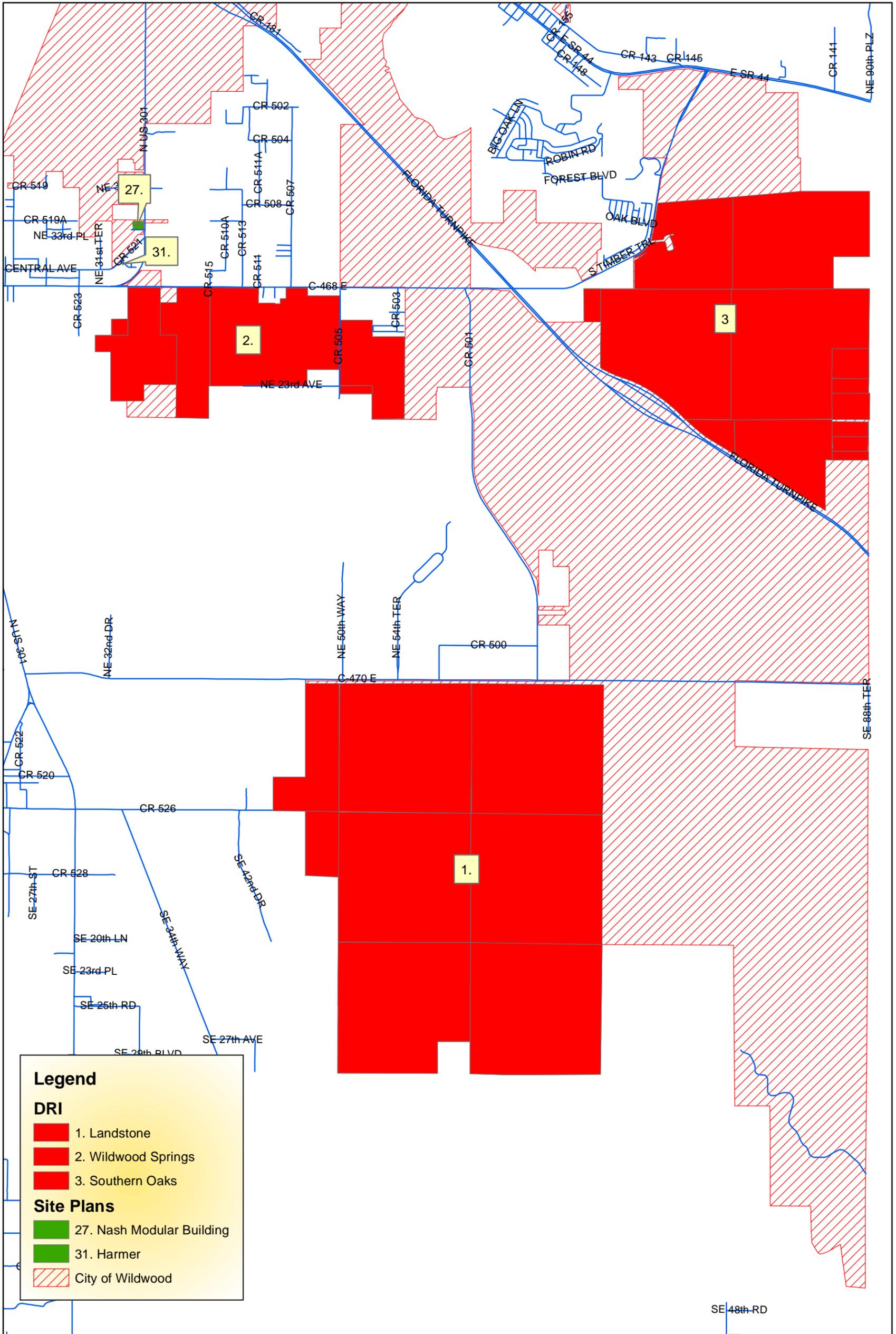
Feet
0 1,250 2,500

Development Update

WILDWOOD, FLORIDA

September 2014

MAP 2



Legend

DRI

- 1. Landstone
- 2. Wildwood Springs
- 3. Southern Oaks

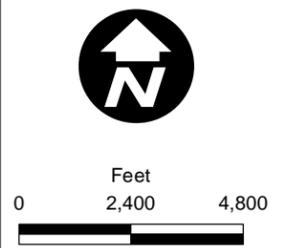
Site Plans

- 27. Nash Modular Building
- 31. Harmer
- City of Wildwood

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Development Update

WILDWOOD, FLORIDA

September 2014
MAP 3